



**CITY OF PITTSBURG
AGENDA**

JANUARY 21, 2020

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

**PLANNING COMMISSION APPEAL
5:00 P.M.**

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

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

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

PRESIDING

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

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

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

5:00 P.M. - PLANNING COMMISSION APPEAL

1. Appeal of the Planning Commission's Decision to Approve the Use Permit for Habibiz Smoke Shop, AP-19-1448 (UP).

On October 22, 2019, the Planning Commission approved a use permit that would allow the applicant, Qassem Ali, to operate a smoke shop at 583 W. 10th Street. On October 31, 2019, Carla Valadez filed an appeal of the Commission's decision. The appeal expresses concerns over the operation not being in compliance with Title 9, Public Peace, Safety and Morals of the Pittsburg Municipal Code; opposition to the findings for the use permit made by the Commission; and potential negative impacts to the character of the neighborhood.

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

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Section 54956.8):

Property: 610-690 Railroad Avenue (APN 085-390-077); Successor Agency Negotiator: Garrett Evans and Maria Aliotti; Negotiating Parties: Global Resources Trading LLC; Under Negotiation: Both price and terms of payment

Property: 325-333 E. 10th Street (APN 085-182-010); Successor Agency Negotiator: Garrett Evans and Maria Aliotti; Negotiating Parties: Pierre Cheung; Under Negotiation: Both price and terms of payment

Property: 28 Petar Court (APN 087-081-007); Housing Authority Negotiator: Garrett Evans and Maria Aliotti; Negotiating Parties: Contra Costa County; Under Negotiation: Both price and terms of payment

Property: 3811 Chatworth Street (APN 087-393-005); Housing Authority Negotiator: Garrett Evans and Maria Aliotti; Negotiating Parties: Contra Costa County; Under Negotiation: Both price and terms of payment

3. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Section 54956.9(d)(2):

One (1) case

4. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Initiation of litigation pursuant to Section 54956.9(d)(4):

One (1) case

5. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Pursuant to Section 54957):

City Manager

6. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

City designated representatives: Stacy Shell

Unrepresented employee: City Manager

City designated representatives: Garrett Evans, Stacy Shell, Fritz McKinley, Brad Farmer

Employee organizations: American Federation of State, County, and Municipal Employees Local 512 Management/Professional/Confidential Unit and Miscellaneous A Unit; Pittsburg Police Officers' Association; Pittsburg Police Managers Group; Teamsters Local 856

Unrepresented employees: Management Group; Senior Executive Team

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

7. Inspire Pittsburg: Victor Galli
8. Inspire Pittsburg: Pittsburg High School Marching Show Band
9. Celebrating Martin Luther King Jr. Day
10. Human Trafficking Awareness Month

CITY MANAGER REPORTS/REMARKS

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

CITIZENS REMARKS

Members of the audience who wish to address the City Council or Agency Boards on issues that are not scheduled for the agenda and on any items listed as part of the Consent Calendar should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given three minutes to address the Council unless additional time is allowed as provided for spokespersons. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. (No Action Required)

COMMITTEE REPORTS

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

HOUSING AUTHORITY

CONSIDERATION

11. Adoption of a Housing Authority Resolution Approving the 2020 Utility Allowance Schedule

The US Department of Housing and Urban Development (HUD) requires housing authorities to review allowances for tenant-furnished utilities and other services annually and determine a utility allowance schedule (Schedule). Pursuant to CFR 982.517 (4)(c), this Schedule must be revised whenever there is an increase of 10% or more in the utility rates since the last revision of the Schedule. Although the increase in rates is less than 10%, the Housing Authority of the City of Pittsburgh (Housing Authority) has revised the Schedule for 2020 (2020-Utility Allowance Schedule) because there were increases in electricity of 6.28%, gas of 6%, water of 5.33%, and garbage of 9.17%.

CONSENT CALENDAR

12. Minutes of December 16, 2019
13. Disbursement List of December 31, 2019

HOUSING AUTHORITY MEMBER REMARKS

ADJOURNMENT OF THE HOUSING AUTHORITY to February 18, 2020

CITY COUNCIL MEETING

PUBLIC HEARING

14. Adoption of A City Council Resolution to Approve the Amended City Master Fee Schedule

The City of Pittsburgh consulted with Willdan Financial Services (Willdan) to conduct a Cost Allocation Plan and a Comprehensive User Fee Study of the City's various services and associated user fees. The results of the study are incorporated in the amended Citywide Master Fee Schedule staff recommends for adoption by City Council.

CONSIDERATION

15. Adoption of a City Council Resolution to Accept A Multipurpose Grant from the Environmental Protection Agency Brownfield Grant Program and Allocate the Grant Funds to the Waterfront Fund

The City of Pittsburgh applied for an \$800,000 Multipurpose Grant from the United States Environmental Protection Agency (EPA) which offers opportunities for environmental assessment, cleanup, and reuse planning of several brownfields throughout the City. The EPA has selected the City of Pittsburgh to receive these funds.

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, SOUTHWEST PITTSBURG GHAD II AND SUCCESSOR AGENCY CONSENT CALENDAR

16. Minutes of December 16, 2019

17. Adoption of a Minute Order Approving the July 1, 2020 – June 30, 2021 Recognized Obligation Payment Schedule for the Successor Agency for the Redevelopment Agency of the City of Pittsburgh

The Successor Agency for the Redevelopment Agency of the City of Pittsburgh (Successor Agency) has prepared its Recognized Obligation Payment Schedule (ROPS) for the period of July 1, 2020 – June 30, 2021 (ROPS 20-21), pursuant to the Dissolution Act.

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

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

19. Adoption of a City Council Resolution to Approve the Amendment One to the Memorandum of Understanding With Discovery Builders, Inc. for Stormwater Facility Credits

The City entered into a Memorandum of Understanding ("MOU") with Discovery Builders, Inc. regarding the construction of certain amenities at John Buckley Square to meet their required mitigation for stormwater impacts from construction of development projects within the watershed.

20. Adoption of a City Council Resolution Accepting a \$6,000 Grant from Contra Costa County for Census 2020 Outreach, Education and Awareness

The City applied to Contra Costa County (County) for the Census 2020 Outreach, Education and Awareness grant to support the County in its efforts to ensure all Contra Costa residents are counted in the upcoming Census. The City was awarded \$6,000 (Grant) and is seeking approval to accept the Grant.

21. Adoption of City Council Resolutions to Nominate a New Priority Production Area (PPA) and a New Priority Conservation Area (PCA) for Plan Bay Area 2050

The Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG) are preparing a long-range comprehensive plan for the nine-county San Francisco Bay Area. The agencies have requested nominations for new Priority Conservation Areas (PCAs) and Priority Production Areas (PPAs) to include in their Plan Bay Area 2050.

22. Adoption of a City Council Resolution to Allocate Funds and Authorize the City Manager to Execute a Consultant Agreement with Nichols Consulting Engineers to Update the City's Stormwater Management Plan

The City's Stormwater Management Plan was last updated in 1999. Nichols Consulting Engineers has provided the City with a proposal to update the management plan for the Kirker Creek watershed.

23. Adoption of a City Council Resolution Authorizing the Second Amendment to a Consultant Service Agreement with JML Planning for the Pittsburg Technology Park Project

Adoption of a City Council Resolution Authorizing the Second Amendment to a Consultant Service Agreement with JML Planning for the Pittsburg Technology Park Project

24. Adoption of a City Council Resolution Establishing the Maximum Number of Condominium Conversions for Calendar Year 2020

Section 17.44.070 of the Pittsburg Municipal Code (PMC), limits the number of apartments that can be converted annually to condominiums to an amount established by the City Council at the beginning of each calendar year. If approved by Council, the proposed resolution would establish the maximum number of condominium conversions for the year 2020.

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. Adoption of a Minute Order Approving Creation of Standing Committee for City Infrastructure and Transportation

In accordance with the City of Pittsburg "Policies and Procedures for the 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. Council Member Banales has requested creation of a standing committee for City Infrastructure and Transportation, with appointment of two committee members.

COUNCIL MEMBER REMARKS

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

ADJOURNMENT to February 3, 2020

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 - 2019

Updated February 4, 2019

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

*Rotational Staff as assigned by City Manager

**Stipend of \$209 per month

***Stipend of \$100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

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

Commission	Tentative Meeting Dates
Planning Commission	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: Appeal of the Planning Commission's Decision to Approve the Use Permit for Habibiz Smoke Shop, AP-19-1448 (UP).

MEETING DATE: January 21, 2020

EXECUTIVE SUMMARY

On October 22, 2019, the Planning Commission approved a use permit that would allow the applicant, Qassem Ali, to operate a smoke shop at 583 W. 10th Street. On October 31, 2019, Carla Valadez filed an appeal of the Commission's decision. The appeal expresses concerns over the operation not being in compliance with Title 9, Public Peace, Safety and Morals of the Pittsburg Municipal Code; opposition to the findings for the use permit made by the Commission; and potential negative impacts to the character of the neighborhood.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

RECOMMENDATION

City Council receive a staff presentation; provide the appellants an opportunity to present their appeal; provide the applicant an opportunity for a rebuttal; open the public hearing and take public comment; close the public hearing; and move to adopt the attached resolution denying the appeal and upholding the Planning Commission's approval, subject to additional conditions of approval, for Habibiz Smoke Shop, AP-19-1448 (UP).

BACKGROUND

On July 24, 2019, Qassem Ali applied for approval of a use permit to operate a smoke shop, located at 583 W. 10th Street in the M (Mixed Use) District. The proposed smoke shop would occupy an approximately 990 square-foot space that previously housed a sandwich shop, and would sell cigarettes, cigars, vape juice, tobacco bong, hookah, grinders, hand pipes, lighters and rolling paper. In addition to tobacco related products, the store would sell snacks such as chips and candy, phone accessories, hats and clothing, lottery tickets and soft drinks. The applicant has proposed operating hours of 8:00 a.m. to 9:00 p.m., seven days per week, with one to two total employees.

On October 22, 2019, the Planning Commission held a duly noticed public hearing on the proposed project, considered testimony, and voted 5-0 to adopt Resolution No. 10135, approving the use permit for the project, subject to conditions. On October 31, 2019, Carla Valadez filed an appeal of the Commission's decision (see Attachment 3 of this report). A petition was included with the signatures of 29 neighbors who live in the area.

SUBCOMMITTEE FINDINGS

This item did not require subcommittee review

STAFF ANALYSIS

The appeal consists of several statements or questions primarily intended to express concerns about compliance with Title 9, Public Peace, Safety and Morals of the Pittsburgh Municipal Code, potential negative impacts to the character of the neighborhood, and if the proper findings for approval of a use permit were made. Responses to these statements or questions are included in Attachment 4 of this report.

Staff recommends that, to ensure compliance with PMC Sec. 9.08.040, the approval also specifically state the condition that no unaccompanied minors are allowed in the store. Staff recommends that City Council deny the other points of the appeal, as they do not object to the proposed project, nor do they oppose any of the findings that were made by the Planning Commission as part of its approval.

ATTACHMENTS:

1. Proposed Resolution
2. Adopted Planning Commission Resolution No. 10135
3. Declaration of Appeal by Carla Valadez
4. Staff Responses to Declarations of Appeal
5. Notice of Public Hearing for January 21, 2020
6. Planning Commission Staff Report with Attachments, dated October 22, 2019

Report Prepared By: John Dacey, AICP, Assistant Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Denying an Appeal and	)	
Upholding a Request for a Use Permit to	)	RESOLUTION NO. 20-
Operate a Smoke Shop, located at 583	)	
West 10th Street for "Habibiz Smoke	)	
Shop, AP-19-1448 (UP)."	)	

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, on July 24, 2019, Qassem Ali filed Planning Application No. 19-1448, requesting a use permit to operate a smoke shop located at 583 W. 10th Street, in the M (Mixed Use) District. Assessor's Parcel No.: 085-260-180; and

WHEREAS, on December 21, 2016, the City Council adopted Ordinance No. 16-1419, which established the requirement for a use permit to establish a smoke shop or smoking lounge, as well as the requirements that these uses be located at least 1,000 feet away from the property line of a school and front door of an existing smoke shop or smoking lounge, and that appropriate air filtration systems be required for lounges if there are potential impacts to adjacent land uses; and

WHEREAS, on October 22, 2019, the Planning Commission held a public hearing on Use Permit Application No. 19-1448, at which time oral and/or written testimony was considered, and the Commission voted 5-0 to approve the application; and

WHEREAS, on October 31, 2019, Carla Valadez filed an appeal of the Commission's decision. A petition was included with the signatures of 29 neighbors who live in the area; and

WHEREAS, on or before January 11, 2020, in accordance with Government Code section 65091, and PMC section 18.14.020, a "Notice of Public Hearing," for the January 21, 2020, public hearing on this item was posted at City Hall, at and near the project site, and in the "Public Notices," section of the City website; was delivered to the Pittsburgh Library; was mailed via first class mail to the applicant and property owner, to the appellants, to owners of property located within 300 feet of the project site, and to local service agencies anticipated to provide services to the site; and was mailed via first class mail or email to individuals and organizations who had previously filed written request for such notice; and

WHEREAS, on January 21, 2020, the City Council held a public hearing on the appeal of the Planning Commission decision to approval Planning Application No. 19-1448, at which time oral and/or written testimony was considered.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. Findings

Based on the City Council Staff Report entitled, "Appeal of the Planning Commission's Decision to Approve Use Permit Application No. 19-1448 (UP)," dated January 21, 2019, 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 public hearing, the City Council finds that:

1. All recitals above are true and correct and are incorporated herein by reference.
2. This project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 1, "Existing Facilities" of the state CEQA Guidelines, section 15301.
3. The propose smoke shop use:
 - a. Is in accord with the objective of the Zoning Ordinance, the purposes of the land use district in which it is located and is appropriate to the specific location. The site is located within the M District, which allows smoking lounges and smoke shops in areas no less than 1,000 feet away from the property line of a school or front door of an existing smoke shop or lounge, subject to a use permit and installation of an air filtration system for lounges if it is determined there are potential impacts to adjacent land uses. The proposed smoke shop is not located within 1,000 of the property lines of an existing or approved school, or the front door of an existing smoke shop or lounge. Further, a smoking lounge is not proposed, and therefore no potential impact to adjacent land uses is anticipated.
 - b. Will not be detrimental to the health, safety, and general welfare of the City, if: 1) loitering is prohibited on and adjacent to the site; 2) a security video-surveillance system is operated and maintained on the site and made available to any law enforcement agency upon request; 3) any potential graffiti that occurs on site is completely removed within 48 hours of being applied; and 4) if minors are prohibited from the business unaccompanied by a parent or guardian.
 - c. Will not adversely affect the orderly development of property within the City, in that the proposed use will occupy an existing commercial space, and the applicant is proposing no exterior building improvements or expansions.
 - d. Will not adversely affect the preservation of property values, rather, it will help to improve values as the proposed project provides a commercial business that will have a positive impact on the City tax base.
 - e. Is consistent with the General Plan, specifically goal 2-G-6, in that the

proposed use will reuse and revitalize an underutilized site.

- f. Will not create a nuisance or enforcement problem if the applicant abides by all conditions of approval included with the use permit, all City codes and regulation, and all regulations of any other affected out agencies.
- g. Will not encourage marginal development within the neighborhood, in that the use will occupy an existing commercial space and does not involve construction of a new building or building addition.
- h. Will not create a demand for public services within the City, beyond that of the ability of the City to meet in light of taxation and spending restraints imposed by law, in that the project site is located in an area of the City served by existing utilities, and the business will be maintained and operated at the cost of the applicant.
- i. Is consistent with the City's approved funding priorities in that there is no public money involved in this project.
- j. Is not located in the CP District.

Section 2. Decision

Based on the findings set forth above, the City Council hereby upholds Planning Commission Resolution No. 10135, and approves Planning Application No. 19-1448, subject to the following conditions:

1. Substantial Conformity. The approved use shall be operated substantially as presented to the Planning Commission in the staff report identified in Section 2 above, except as modified by the conditions below. Operation of the approved business in a manner inconsistent with this description and this use permit shall be grounds for revocation of the use permit.
2. Hours of Operation. Business hours shall be limited to the hours of 8:00 a.m. and 9:00 p.m., daily.
3. Business Signage. This resolution does not approve any on-site signage. No permanent wall signs or temporary, promotional, or event signs and banners may be placed on the site prior to approval by the Planning Division.
4. Bicycle Parking. The business owner shall maintain permanent, fixed bicycle racks or lockers for a minimum of 1 bicycle. The final design and location of any new bicycle rack(s) shall be subject to review and approval by the Planning Division.
5. Outdoor Storage Prohibition. There shall be no outside storage of materials, supplies, bins, or other equipment related to the business operation.

6. Exclusion of Minors. A person under the age of 18 years shall not be, remain in, or enter the premises, unless such person is accompanied by one of their parents, or legal guardians.
7. Loitering Prohibition. Loitering (loitering is defined as “to stand idly about; linger aimlessly without lawful business”) is prohibited on any sidewalks or property adjacent to the premises under the control of the business owner.
8. Drug Paraphernalia Prohibition. Drug paraphernalia, as determined by the Pittsburg Police Chief and including but not limited to “Brillo” style scrubbing pads, “Ziploc” style bags smaller than five inches by five inches (5” x 5”), and glass enclosed miniature paper roses, shall not be sold.
9. Harmful Matter Prohibition. No harmful matter (as defined in Penal Code Section 313) may be displayed for sale or rent, except in accordance with applicable law.
10. Video Surveillance. The business owner shall maintain and operate a security video-recording camera during business hours. The business owner shall ensure video surveillance within the parking lot and on the sidewalks in front of the store, and the business owner shall make the video recording available to the Police Department or any Law Enforcement Agency upon request, and each video recording shall be kept for a minimum of 72 hours.
11. Exterior Lighting. All exterior lighting fixtures shall be maintained in good working order at all times. If any exterior areas around the building become too dark, as determined by the Pittsburg Police Department, then new light fixtures shall be added to provide the necessary light needed on site surrounding the building. This determination shall be made at the discretion of the Police Department, in collaboration with the Planning Division. Any new light fixtures shall be reviewed and approved by the Planning Division prior to installation.
12. Interior Visibility. The business operator shall ensure that all windows, including widows within doors, are not screened, tinted, or otherwise obscured, and allow for visibility into the business.
13. Notification Signage. One or more signs shall be placed in a prominent location within three feet of the main entrance of the building in English, Spanish, and other language(s) predominantly spoken by patrons, conveying the following messages:
 - i. California State Law prohibits the sale of tobacco products to persons under 21 years of age; and
 - ii. No Loitering or Public Drinking.
14. Graffiti Removal. Any graffiti painted or marked upon the premises or on any adjacent area under the control of the business owner shall be removed or painted over within forty-eight (48) hours of being applied.

15. Game and Video Prohibition. There shall be no coin operated games or video machines maintained on the premise at any time.
16. Landscaping. Pursuant to PMC section 18.76.060, the business owner shall provide a landscaping plan to enhance the existing landscaped areas to improve site aesthetics. Landscaping plan shall be submitted to the Planning Division for approval.
17. Site Maintenance. The entire site shall be kept clean and free of all litter, debris and refuse, and all landscaping on site shall be kept weed free and maintained in a healthy condition.
18. Parking Lot Striping. The business owner shall restripe the parking lot in accordance with PMC section 18.78 within 60 days of this use permit approval, and striping shall be maintained at all times.
19. Directional Signage. The business owner shall provide directional signage for customers accessing the rear parking lot.
20. Clean Up Methods. The business owner shall practice dry clean-up methods for outdoor sidewalk and parking surface areas on an as needed basis, in accordance with the guidelines established by the Bay Area Stormwater Management Agencies Association (BASMAA).

Standard Conditions:

21. Standard Conditions. The Standard Conditions of Development as adopted by the Pittsburg Planning Commission by Resolution No. 8931 shall apply as conditions of approval for this project as applicable. Where there is a conflict between the Standard Conditions of Development and the project-specific conditions identified in this resolution, the specific conditions of this resolution shall govern.
22. Other Agency Requirements. The business owner shall comply with all the requirements of the City's Community Development Department, Contra Costa County Fire Protection District, and all other applicable local, state and federal agencies. It is the responsibility of the business owner to contact each local, state, or federal agency for requirements that may pertain to this project.
23. Indemnification. Business owner 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 challenging the validity of this project approval, subsequent project approval, or other action arising out of, or in connection with, this project approval. The parties shall cooperate in defending such action or proceeding. The parties shall use reasonable efforts to select mutually agreeable defense counsel but, if the parties cannot reach

agreement, City may select its own legal counsel at applicant's sole cost and expense. Business owner may select its own legal counsel to represent business owner's interests at business owner's sole cost and expense. Business owner shall pay for City's costs of defense, whether directly or by timely reimbursement to City 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 responding to and defending the claim, action or proceeding.

24. Expiration. This use permit will expire on January 21, 2020, unless the use has been legally established prior to the expiration date, or a written request for an extension is filed with the Planning Division prior to the expiration date and subsequently approved by the Planning Commission.

Section 3. 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 January 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

701.03

PC

RESO

10135

10-22-19

VR



City of Pittsburg

Community Development Department – Planning Division

65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

Date: 10/23/19

SUBJECT: PC RESOLUTION NO. 10135

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. 10135
Standard Conditions of Development

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Granting a Use Permit to	)	Resolution No. 10135
Operate a Smoke Shop, located at 583	)	
West 10 th Street for, "Habibiz Smoke	)	
Shop, AP-19-1448 (UP)." APN 085-260-	)	
180	)	

The Planning Commission DOES RESOLVE as follows:

Section 1. Background

- A. On July 24, 2019, Qassem Ali filed Planning Application No. 19-1448, requesting a use permit to operate a smoke shop located at 583 W. 10th Street, in the M (Mixed Use) District. APNs: 085-260-180.
- B. The proposed project is governed by the policies, development standards, and guidelines contained in the Pittsburg General Plan, and Pittsburg Municipal Code (PMC) Title 18 (Zoning).
- C. On December 21, 2016, the City Council adopted Ordinance No. 16-1419, which established the requirement for a use permit to establish a smoke shop or smoking lounge, as well as the requirements that these uses be located at least 1,000 feet away from the property line of a school and front door of an existing smoke shop or smoking lounge, and that appropriate air filtration systems be required for lounges if there are potential impacts to adjacent land uses.
- D. Pursuant to PMC section 18.16.040, a use permit may be granted only after the Planning Commission makes a determination that the proposed use:
 - 1. is in accord with the objective of this title, the purposes of the land use district in which it is located and is appropriate to the specific location;
 - 2. is not detrimental to the health, safety, and general welfare of the city;
 - 3. will not adversely affect the orderly development of property within the city;
 - 4. will not adversely affect the preservation of property values and the protection of the tax base and other substantial revenue sources within the city;
 - 5. is consistent with the objectives, policies, general land uses, and programs specified in the general plan and applicable specific plan;

6. will not create a nuisance or enforcement problem within the neighborhood;
 7. will not encourage marginal development within the neighborhood;
 8. will not create a demand for public services within the city beyond that of the ability of the city to meet in the light of taxation and spending restraints imposed by law;
 9. is consistent with the city's approved funding priorities; and
 10. if located within the Pedestrian Commercial (CP) District, will support the goals of creating a vibrant, economically prosperous, visually interesting, and engaging pedestrian oriented atmosphere along the primary downtown corridor.
- E. This project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 1, 'Existing Facilities', of the State CEQA Guidelines, section 15301.
 - F. On or prior to September 27, 2019, notice of the October 8, 2019, public hearing to consider this application was posted at City Hall, at the proposed project site, and on the 'Public Notices' section of the city's website; was delivered to the Pittsburg Library; and was mailed via first class or electronic mail to the applicant/property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies expected to provide services to the use, and to individuals who had previously filed written request for such notice, in accordance with PMC section 18.14.010 and Government Code section 65091.
 - G. On October 8, 2019, prior to opening the public hearing, the Planning Commission continued the public hearing to a date uncertain.
 - H. On or prior to October 12, 2019, notice of the October 22, 2019, public hearing to consider this application was posted at City Hall, at the proposed project site, and on the 'Public Notices' section of the city's website; was delivered to the Pittsburg Library; and was mailed via first class or electronic mail to the applicant/property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies expected to provide services to the use, and to individuals who had previously filed written request for such notice, in accordance with PMC section 18.14.010 and Government Code section 65091. The notice was also posted on www.nextdoor.com (Nextdoor) and was sent directly to all subscribed residents in the "Heritage Point" Nextdoor neighborhood.
 - I. On October 22, 2019, the Planning Commission held a public hearing on Use Permit Application No. 19-1448, at which time oral and/or written testimony was

considered.

Section 2. Findings

A. Based on the Planning Commission Staff Report entitled, "Habibiz Smoke Shop, AP-19-1448 (UP)," dated October 22, 2019, 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 Pittsburgh, and based on all written and oral testimony presented at the meeting, the Planning Commission finds that:

1. All recitals above are true and correct and are incorporated herein by reference.
2. The proposed smoke shop use:
 - a. Is in accord with the objective of the Zoning Ordinance, the purposes of the land use district in which it is located and is appropriate to the specific location. The site is located within the M District, which allows smoking lounges and smoke shops in areas no less than 1,000 feet away from the property line of a school or front door of an existing smoke shop or lounge, subject to a use permit and installation of an air filtration system for lounges if it is determined there are potential impacts to adjacent land uses. The proposed smoke shop is not located within 1,000 of the property lines of an existing or approved school, or the front door of an existing smoke shop or lounge. Further, a smoking lounge is not proposed, and therefore no potential impact to adjacent land uses is anticipated.
 - b. Will not be detrimental to the health, safety, and general welfare of the City, if: 1) loitering is prohibited on and adjacent to the site; 2) a security video-surveillance system is operated and maintained on the site and made available to any law enforcement agency upon request; and 3) any potential graffiti that occurs on site is completely removed within 48 hours of being applied.
 - c. Will not adversely affect the orderly development of property within the City, in that the proposed use will occupy an existing commercial space, and the applicant is proposing no exterior building improvements or expansions.
 - d. Will not adversely affect the preservation of property values, rather, it will help to improve values as the proposed project provides a commercial business that will have a positive impact on the City tax base.
 - e. Is consistent with the General Plan, specifically goal 2-G-6, in that the

proposed use will reuse and revitalize an underutilized site.

- f. Will not create a nuisance or enforcement problem if the applicant abides by all conditions of approval included with the use permit, all City codes and regulation, and all regulations of any other affected out agencies.
- g. Will not encourage marginal development within the neighborhood, in that the use will occupy an existing commercial space and does not involve construction of a new building or building addition.
- h. Will not create a demand for public services within the City beyond that of the ability of the City to meet in the light of taxation and spending restraints, in that the project site is located in an area of the City served by existing utilities, and the business will be maintained and operated at the cost of the applicant.
- i. Is consistent with the City's approved funding priorities in that there is no public money involved in this project.
- j. Is not located in the CP District.

Section 3. Decision

- A. Based on the findings set forth above, the Commission hereby approves Use Permit Application No. 19-1448, subject to the following conditions:
 - 1. Substantial Conformity. The approved use shall be operated substantially as presented to the Planning Commission in the staff report identified in Section 2 above, except as modified by the conditions below. Operation of the approved business in a manner inconsistent with this description and this use permit shall be grounds for revocation of the use permit.
 - 2. Hours of Operation. Business hours shall be limited to the hours of 8:00 a.m. and 9:00 p.m., daily.
 - 3. Business Signage. This resolution does not approve any on-site signage. No permanent wall signs or temporary, promotional, or event signs and banners may be placed on the site prior to approval by the Planning Division.
 - 4. Bicycle Parking. The business owner shall maintain permanent, fixed bicycle racks or lockers for a minimum of 1 bicycle. The final design and location of any new bicycle rack(s) shall be subject to review and approval by the Planning Division.
 - 5. Outdoor Storage Prohibition. There shall be no outside storage of

materials, supplies, bins, or other equipment related to the business operation.

6. Loitering Prohibition. Loitering (loitering is defined as “to stand idly about; linger aimlessly without lawful business”) is prohibited on any sidewalks or property adjacent to the premise under the control of the business owner.
7. Drug Paraphernalia Prohibition. Drug paraphernalia, as determined by the Pittsburgh Police Chief and including but not limited to “Brillo” style scrubbing pads, “Ziploc” style bags smaller than five inches by five inches (5” x 5”), and glass enclosed miniature paper roses, shall not be sold.
8. Harmful Matter Prohibition. No harmful matter (as defined in Penal Code Section 313) may be displayed for sale or rent, except in accordance with applicable law.
9. Video Surveillance. The business owner shall maintain and operate a security video-recording camera during business hours. The business owner shall ensure video surveillance within the parking lot and on the sidewalks in front of the store, and the business owner shall make the video recording available to the Police Department or any Law Enforcement Agency upon request, and each video recording shall be kept for a minimum of 72 hours.
10. Exterior Lighting. All exterior lighting fixtures shall be maintained in good working order at all times. If any exterior areas around the building become too dark, as determined by the Pittsburgh Police Department, then new light fixtures shall be added to provide the necessary light needed on site surrounding the building. This determination shall be made at the discretion of the Police Department, in collaboration with the Planning Division. Any new light fixtures shall be reviewed and approved by the Planning Division prior to installation.
11. Interior Visibility. The business operator shall ensure that all windows, including windows within doors, are not screened, tinted, or otherwise obscured, and allow for visibility into the business.
12. Notification Signage. One or more signs shall be placed in a prominent location within three feet of the main entrance of the building in English, Spanish, and other language(s) predominantly spoken by patrons, conveying the following messages:
 - i. California State Law prohibits the sale of tobacco products to persons under 21 years of age; and
 - ii. No Loitering or Public Drinking.

13. Graffiti Removal. Any graffiti painted or marked upon the premises or on any adjacent area under the control of the business owner shall be removed or painted over within forty-eight (48) hours of being applied.
14. Game and Video Prohibition. There shall be no coin operated games or video machines maintained on the premise at any time.
15. Landscaping. Pursuant to PMC section 18.76.060, the business owner shall provide a landscaping plan to enhance the existing landscaped areas to improve site aesthetics. Landscaping plan shall be submitted to the Planning Division for approval.
16. Site Maintenance. The entire site shall be kept clean and free of all litter, debris and refuse, and all landscaping on site shall be kept weed free and maintained in a healthy condition.
17. Parking Lot Striping. The business owner shall restripe the parking lot in accordance with PMC section 18.78 within 60 days of this use permit approval, and striping shall be maintained at all times.
18. Directional Signage. The business owner shall provide directional signage for customers accessing the rear parking lot.
19. Clean Up Methods. The business owner shall practice dry clean-up methods for outdoor sidewalk and parking surface areas on an as needed basis, in accordance with the guidelines established by the Bay Area Stormwater Management Agencies Association (BASMAA).

Standard Conditions:

20. Standard Conditions. The Standard Conditions of Development as adopted by the Pittsburg Planning Commission by Resolution No. 8931 shall apply as conditions of approval for this project as applicable. Where there is a conflict between the Standard Conditions of Development and the project-specific conditions identified in this resolution, the specific conditions of this resolution shall govern.
21. Other Agency Requirements. The business owner shall comply with all the requirements of the City's Community Development Department, Contra Costa County Fire Protection District, and all other applicable local, state and federal agencies. It is the responsibility of the business owner to contact each local, state, or federal agency for requirements that may pertain to this project.
22. Indemnification. Business owner 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 challenging the validity of this project approval, subsequent project approval, or other action arising out of, or in connection with, this project approval. The parties shall cooperate in defending such action or proceeding. The parties shall use reasonable efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel at applicant's sole cost and expense. Business owner may select its own legal counsel to represent business owner's interests at business owner's sole cost and expense. Business owner shall pay for City's costs of defense, whether directly or by timely reimbursement to City 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 responding to and defending the claim, action or proceeding.

23. Expiration. This use permit will expire on October 22, 2020, unless the use has been legally established prior to the expiration date, or a written request for an extension is filed with the Planning Division prior to the expiration date and subsequently approved by the Planning Commission.

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner Coniglio, seconded by Commissioner Foster, the foregoing resolution was passed and adopted the 22nd day of October, 2019, by the Planning Commission of the City of Pittsburg, California by the following vote:

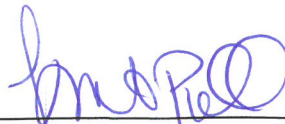
AYES: Coniglio, Fields, Foster, Nguyen, Robinson

NAYES: None

ABSTAIN: None

ABSENT: Moreno

I hereby certify that the above Resolution No. 10135 was adopted by the Planning Commission of the City of Pittsburg on October 22, 2019.



KRISTIN POLLOT, AICP, SECRETARY
PITTSBURG PLANNING COMMISSION

STANDARD CONDITIONS OF DEVELOPMENT

(Planning Commission Resolution No. 8931)

All projects approved by the Planning Commission must meet the following standard conditions unless specifically exempted by the Commission or Council.

A. Project Site.

1. The applicant shall comply with all regulations and code requirements of the Building Division, Engineering Division, Contra Costa Fire Protection District, the Police Department and any other agencies requiring review of the project. If required, these agencies shall be supplied copies of the final building and site plans.
2. Developer shall provide written notification to adjacent property owners for any drainage work required to collect or convey storm water runoff, which may or will affect their properties.
3. During construction water trucks or sprinkler systems are to be used in sufficient quantities to prevent dust from leaving the site during any earthmoving and/or construction activities. Nonpotable water shall be used from a source approved by the City Engineer. (Title 15 of PMC)
4. Continuous 6" high Portland Concrete Cement curbing shall be provided between all driveways and landscaped areas as indicated in the City of Pittsburg Standard Details. In addition to above, curbing between length of parking space and landscaped area shall include a 12" wide "Courtesy Curb."
5. CC&R's (Covenants, Conditions and Restrictions) for the project shall contain appropriate provisions for joint maintenance of any infrastructure, roadways, utilities, landscaping and irrigation as determined necessary by the City Engineer.
6. Developer shall submit a study addressing on and off-site storm water and sewer system capabilities. If the study indicates that the present system is inadequate, the developer must provide plans and install any additional storm water and sanitary and sanitary sewer facilities including off-site improvements to correct storm water runoff and sanitary sewer demands anticipated for upstream buildout in accordance with the Pittsburg General Plan.
7. Environmental and engineering studies, as directed by the Planning and Building Director, must be complete and on file prior to commencement to plan checking. Developer shall install off-street improvements determined necessary by the City Engineer to provide safe traffic conditions.
8. Developer shall underground existing and required on and off-site utilities as specified in Chapter 17 of the Municipal Code or as deemed necessary by the City Engineer.
9. All site development shall comply with title 12 (Streets, Sidewalks and Utilities), Title 13 (Water and Sewers) and Chapter 15.88 (Grading, Erosion and Sediment Control) of the Pittsburg Municipal Code as determined by the City Engineer. Issuance of a site development permit will be required whereby specific engineering requirements will be made as conditions of approval of that permit.
10. The CC&R's shall restrict the storage of recreational vehicles on this site or parcels unless they are the principle source of transportation for the

owner and prohibit parking on the public street for long than 72 hours.

11. All retaining wall adjacent to public right-of-ways shall be provided with decorative treatment, subject to approval by the Planning Division.

12. The design of any masonry soundwall shall be approved by the Planning and Building Department. It shall match or harmonize with existing soundwalls of neighboring projects along that street.

B. Architecture.

1. All mechanical, irrigation, ground and/or roof mounted equipment shall be architecturally screened from view from all public right-of-ways prior to issuance of certificate of occupancy.

2. All trash enclosures shall be constructed of masonry material with self-enclosing doors and have a second access. The enclosure shall have materials and colors consistent with the primary building.

3. All vents, gutters, downspouts, flashing electrical conduits, etc., shall be painted or finished to match the color of the adjacent surface unless otherwise directed by the Planning Commission.

4. Soffits and other architectural elements visible from view but not detailed on the plans shall be finished in a material in harmony with the exterior of the building.

5. Finish quality of exterior design elements including, but not limited to, building façades and landscaping shall be subject to approval of the Planning Division prior to issuance of Certificate of Occupancy.

C. Landscaping.

1. Specific landscaping for screening shall have an appearance of mature growth subject to a field check and approval by the Planning Division prior to Certificate of Occupancy.

2. The area under the drip line of all existing trees, which are to be saved, shall be fenced during construction. Grading shall be restricted under them to prevent soil compaction around the trees and to protect them from damage.

3. An existing tree inventory shall be created and included on the site plan for all new projects prior to approval of grading plan.

4. All slope banks in excess of five (5) feet in vertical height and 2:1 or greater slope shall be landscaped and irrigated for erosion control and to soften their appearance as follows: one 15-gallon or larger size tree per each 150 sq. ft. of slope area, one 1-gallon or larger size shrub per each 100 sq. ft. of slope area, and appropriate ground cover 12-24 inches on-center. In addition, slope banks in excess of eight (8) feet in vertical height and 2:1 or greater slope also include one 5-gallon or larger size tree per each 250 sq. ft. of slope area. Trees and shrubs shall be planted in staggered clusters to soften and vary slope plane. Slope planting required by this condition shall include a permanent irrigation system to be installed by the developer prior to occupancy.

5. All planting shall be maintained in good growing condition. Such maintenance shall include, where appropriate, pruning, mowing, weeding, cleaning of debris and trash, fertilizing and regular watering. Whenever necessary, planting shall be replaced with other plant materials to insure continued compliance with applicable landscaping requirements. Required

irrigation systems shall be fully maintained in sound operating condition with heads periodically cleaned and replaced when missing to insure continued regular watering of landscape areas, and health and vitality of landscape materials.

D. General Requirements

1. Final inspection for occupancy permits will not be granted until all construction and landscaping is complete in accordance with approved plans.
2. The applicant shall defend, indemnify and hold harmless the City of Pittsburgh, its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul this approval, or any aspect of the City's consideration of applicant's project. The applicant recognizes and agrees that applicant's voluntary commitment to meet the obligations described in this condition is an integral factor in the City's approval of this project. The intent of this condition is to require the applicant to bear the cost of any and all litigation instituted to overturn or in any way modify the City's approval of this project. Such costs include without limitation, any award of attorney's fees and costs to a prevailing plaintiff or petitioner. In the event the city becomes aware of any such claim, action, or proceeding, the City shall promptly notify the applicant and shall cooperate fully in the defense. If the City fails to promptly notify the applicant, or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing contained in this condition prohibits the City from participating in the defense of any claim, action, or proceeding, it both the following occur:
(a) the City bears its own attorneys' fees

and costs; and (b) the City defends the action in good faith. The applicant shall not be required to pay or perform any settlement unless the applicant approves the settlement.

3. It is required by State Law (Business and Professional Code Section No. 5537 & 5538 and Section 302(b) of the Uniform Building Code) that all commercial buildings, new or existing must have a licensed professional designer (Architect, Civil or Structural Engineer) to design all changes of use or occupancy as well as new construction.

4. The applicant shall submit a complete area water pressure availability study for all phases of the Project prior to issuance of any development permits. If the study indicates that the present system is inadequate, the Applicant must provide plans, which will demonstrate any remedial action necessary to abate the deficiency and shall take all necessary actions at the applicant's expense.

5. This use permit may be recalled to the Planning Commission for review at any time due to complaints regarding lack of compliance with conditions of approval, traffic congestion, noise generation, or other adverse operating characteristics. At such time, the Commission may revoke the use permit or add/modify conditions approval.

6. It is the responsibility of the applicant or developer to check with each agency for requirements that may pertain to their project.

7. All signs shall be submitted to the Planning Division for design review per Title 19 of the Pittsburgh Municipal Code.

8. All landscape areas shall be maintained in a healthy, thriving and weed free condition.

9. The site shall be maintained in a neat and clean manner free of trash and debris.

10. All outdoor mechanical equipment, satellite dishes, fire main and all rooftop equipment shall be fully visually screened upon installation subject to the approval of the Planning Division. Screening devices shall be shown on construction and/or landscape plans.

11. All exterior light fixtures shall be shown on plans subject to staff review and approval. All lights attached to buildings shall provide a soft "wash" of light against the wall. All building and parking or yard lights shall conform to City Parking Standards 18.78.050 (F) and Performance Standards 18.82.030 (B) and shall compliment the site and building architecture.

12. Prior to occupancy, the developer shall supply the City with an ACAD computer disk file showing plans that reflect the project as it was build (As-Built) at the discretion of the Planning and Building Director.

E. Standard Conditions of Approval
Requiring Minimum Construction Site
Management Practices

1. (Projects involving land disturbances of less than five (5) acres) – During construction activities, the project sponsor shall reduce or prevent to the maximum extent practicable the direct or indirect discharge of any pollutant into the storm drain system utilizing best management practices contained in the California Storm Water Best Management Practices Handbook for Construction Activities. Construction activities include, but are not limited to: watering operations; roadwork and paving operations; concrete and painting; structure construction and painting; construction material storage and

handling; construction waste/debris storage and disposal; and, construction equipment/vehicle cleaning, maintenance and fueling operations.

The project sponsor is also responsible for training all contractors and subcontractors on the best management practices which are identified in the California Storm Water Best Management Practices Handbook for Construction Activities which will be available at the pre-construct meeting of the project.

or

2. (Projects involving land disturbances of five (5) acres or more) – Prior to commencement of any site work that will result in a land disturbance of five acres or more, the project sponsor shall submit to the City a copy of the Notice of Intent (NOI) sent the State Water Resources Control Board and the Stormwater Pollution Prevention Plan (SWPPP) prepared for the project, as required by the State's General Construction Activity Permit.

3. All storm drains, which serve the site, shall be protected from spills and soil runoff (from unpaved parking areas). The applicant may use "Any Source Control" BMP (Best Management Practice) as listed in the California Storm Water Best Management Practice Handbook for storm water run-off for commercial and industrial sites. Storm drains will be inspected periodically. Questions may be referred to City NPDES Coordinator, at 252-4920.



City of Pittsburg
Planning Department
65 Civic Avenue, Pittsburg, CA 94565
Phone: (925) 252-4920, Fax: (925) 252-4814

DECLARATION OF APPEAL

Name: Carla Valadez + (29 neighbors) Phone No.: (925) 325-8149

Address: 212 Lowry Ct

City: Pittsburg, CA 94565 State: CA Zip: 94565

Appealed By: ☐ Applicant
☒ Interested Party (Please specify.): Heritage Point Neighborhood

Project Name: Habibiz Smoke Shop Application No. (s): AP-19-1448(UP)

Appealing Decision Of: ☐ City Staff
☐ Zoning Administrator
☒ Planning Commission

Date of Decision: 10/22/19

Action Being Appealed: ☒ Code/Policy Interpretation
Title 9, Chapter 9.08, 9.08.05, zoning 18.04.030, 18.53.010
☐ Resolution No. _____
☐ Other _____

Specify reason(s) for appeal: (may attach additional page(s), if needed.)

Please see attachment, I wasn't able to gather or reach more neighbors due to a lack of time, but more are interested in appealing.

Signature of Appellant Carla Valadez + (attachment B)

FOR STAFF USE ONLY:
Resolution No(s): 10135
Deadline for Appeal: 11/1/19
Applicant Fee/Receipt No.: 007709-0009
\$150.00

Date Received: 10/31/19
Scheduled for: _____
Interested Party Fee/Receipt No: _____

Declaration of Appeal
Carla Valadez
212 Lowry Ct.
Pittsburg, CA 94565

October 27, 2019

City of Pittsburg
Planning Department
65 Civic Avenue
Pittsburg, CA 94565

CC: Project Planner John Dacey

Re: Habibiz Smoke Shop, AP-19-1448 (UP) 538 W. 10th St. Board Public Hearing

Dear City Council Members:

We, as the closest and most immediately impacted by the proposed “Habibiz Smoke Shop” directly adjacent to the Heritage Point Community and east of us, appeal the granting of the Administrative Use Permit (AUP). We do this because the findings are not supported by the evidence. The decision to unanimously approve this project by the planning commission was made without first considering the unreasonable detriment it will have on our neighborhood as well as the City and we’re asking that you please reconsider this decision in this appeal.

As you can see from the signatures in attachment B, most of our neighbors support our appeal. Many other neighbors will or have sent in letters opposing this project because the conditions imposed do not protect us from the negative impact of this project.

The granting of this permit violates the purpose of Title 9, Public Peace, Safety, and Morals of the Pittsburg Municipal Code.

Specifically, during the hearing the applicant for Habibiz Smoke Shop stated, *“We don’t like to cater to young children that drive. Now the smoking age is 21 and up, they can get a license at age 16. There’s a big issue on Willow Pass (Bay Point) to buy tobacco related products. There’s a new rule, they have to buy a big case, it’s hard financially for smokers. We want to keep it away from houses. We stray away from small communities, parks, churches.”* The fact that the applicant and his translator mentioned that the main reason they wanted to open up the smoke shop in this area was because they wanted to keep it away from schools, parks and neighborhoods is of concern because we are surrounded by schools, churches and neighborhoods that are full of kids.

The building where the applicant is proposing to open their business is only 7 ft. away from Heritage Point, our community, and roughly 500-1,000 feet from other neighboring residential areas. Moreover, it 3,168 ft. from St. Peter Martyr Elementary School, 3,696 ft. from Marina Vista Elementary School, 10,032 ft. from Parkside Elementary, 3696 ft. from First Baptist Church, 302 ft. from Scattered Sheep Church, 3168 from St. Peter Martyr Church and less than a mile away from 7 other churches in the area.

Of further concern is the fact that the applicant also mentioned during the hearing that they plan to have the shop open to all ages, not just those over the age of 21 who are able to legally purchase tobacco products. **Title 9, Chapter 9.08 of the Pittsburg Municipal Code** states, *"The display of drug and narcotic paraphernalia in business establishments, open to the public and frequented by minors, tends to induce acquisition and use by minors for smoking, injecting or consumption of controlled substances."*

After I shared my concerns during the hearing regarding our kids walking to school and playing freely in the neighborhood, planning commissioner Foster stated, "I live in the area, I walk up and down there and thoroughly scrutinize this area. If a smoke shop is going to be the source of loitering and children being degenerates, I just don't see the danger here; not that I'm diminishing the concerns of the parents and I understand there are children there, I don't know how young you allow children to run around unsupervised so I just hope parents are more vigilant and talk to their children." The Pittsburg municipal code as cited to above, specifically states that having these types of business open to minors tends to induce acquisition and use by minors. Further it states, *"It is the intent and purpose of this chapter to eliminate the exposure of minors to such devices and, thereby, curb the sale to and use of illicit and harmful drugs and narcotics to and by minors in the interests of their mental and physical health. [Ord. 788 § 1, 1980.]"* While parents in the area do keep a close eye on kids, they may stop by for a candy bar or chips and be subjected to said devices if this project is allowed.

Chapter 9.08.050 Sale and display rooms – Nuisance also states, *"The distribution or possession for the purpose of sale, exhibition, or display in any place of business from which minors are not excluded as set forth in this section, and where devices, contrivances, instruments or paraphernalia used, altered or modified for the purpose of smoking, injecting, or consuming marijuana, hashish, PCP, or any controlled substance, other than prescription drugs and devices to ingest or inject prescription drugs, including roach clips and rollers designed and used for smoking the foregoing, is hereby declared to be a public nuisance, and may be abated pursuant to the provisions of Section 731 of the Code of Civil Procedure of the State of California. This remedy is in addition to any other remedy provided by law, including the penalty provisions of this code. [Ord. 788 § 1, 1980.]"* While the applicant mentioned that the paraphernalia in the shop will be sold solely for the purpose of smoking tobacco, after doing some extensive research on the products sold in these shops, they can be used/altered to smoke hashish(an extract of the cannabis plant, containing concentrations of the psychoactive resins), marijuana,

and Phencyclidine (PCP) , a mind-altering drug that may lead to hallucinations (a profound distortion in a person's perception of reality). It is considered a dissociative drug, leading to a distortion of sights, colors, sounds, self, and one's environment and other hemp and smoke shop products. I've listed some of the products usually sold at smoke shops and an explanation of their intended use:

CBD E Juice for Vapors & Vapors- Vaporizers are the new trend these days. They can be used to smoke tobacco products, cannabis, CBD and other dry herbs. They are easy to use, do not produce any odor or harmful chemicals and can be used in public.

Bongs-Bongs are traditionally used to smoke cannabis. They come in different sizes, shapes and are made from different materials.

Rolling Papers-Rolling papers are small, thin sheets of paper that are used to roll tobacco, cannabis or other dry herbs for smoking. Rolling papers are made of a variety of materials and come in different sizes. There are also flavored rolling papers like blueberry, chocolate and so on. They mostly use wood pulp, hemp, flax or rice straw as the base materials. Wood pulp and hemp are the most common with wood pulp based rolling papers being the cheapest. There are longer rolling papers that are typically used to roll cannabis.

Pipes-Pipes are used to smoke the tobacco, cannabis or other dry herbs directly. They don't contain water chambers and thus are harsher. There are different kinds of pipes like tobacco pipes, chillums, bowl, Chibouk. The most common one is the tobacco pipe which can be used to also smoke other dry herbs.

Bubblers-Bubblers are smaller versions of bongs that are meant for portable use. They contain a small water chamber and give smoother hits compared to pipes as the water cools the smoke down.

E-cigarettes-E-cigarettes are commonly used by people who want to quit smoking. Instead of inhaling smoke, users inhale aerosol or vapors that have e-liquids that contain water, nicotine, glycerin. Propylene glycol and flavorings. E-cigarettes are usually activated when the user takes a puff or by pressing a button. E-cigarettes are usually shaped like normal cigarettes but they also come in a variety of sizes.

Hookas-Hookahs are long instruments, usually made of glass that are used to smoke flavored tobacco usually called shisha. They come in a variety of sizes and can also be used to smoke other dry herbs like cannabis.

Dab Rigs-Unlike a bong, pipe and other smoking mechanisms, a dab rig consists of a nail that gets heated with a torch. Concentrated extracts from various herbs are dabbed into it to produce a vapor that is then inhaled.

Weighing Scale

A weighing scale is used to measure cannabis or dry herbs before rolling, smoking or vaping.

Grinders

Grinders as the name suggests are used to grind dry herbs before inhalation through various methods.

The applicant stated during the hearing that they wouldn't sell "anything crazy that you see now a days" like other smoke shops but didn't specify what he would sell other than cigarettes, nor did the planning commission press him for specifics. I feel that in order to make an informed decision as to whether, or not a business will become a public nuisance it is important to know exactly what products will be sold.

There weren't many facts provided during the hearing, specifically regarding the negative impact that opening a smoke shop could have on our neighborhood. The Pittsburg Police department couldn't provide much information relating to potential increase in crime, loitering, break-ins, vandalism or any other effects in other communities as a result of a smoke shop, nor could the project planner. She did mention that as a result of past incidents they've established that there should be signage outside of the business regarding no loitering or public drinking and that it as it relates to calls for service she added, "It hasn't been too bad of in an issue in the recent past and because of what we've learned in the past, we've been able to establish these conditions." It is evident that the police department has established rules and regulations as a result of incidents and issues with smoke shops in the past despite the fact that they didn't have any specific examples to offer during the hearing. Further, a member of the planning commission, Kristin Pollot, also mentioned that previously they did not track smoke shops as separate use category, they changed the codes in 2016 to look at them more specifically because prior to this existing smoke shops fell under general retail sales. However, the fact that Bay Point decided to change the rules for its consumers to have to buy large packs of cigarettes in smoke shops leads me to wonder why they did this. Why did they change the rules? Why did they make it harder for consumers and smoke shops to sell individual packs to its consumers? The applicant himself stated that they changed the rules. I feel strongly that prior to deciding as to whether something "fits" in an area, as the planning commission stated during the hearing, the facts and impact to the community and neighborhood should be considered.

During the hearing they didn't have a list of current an existing smoke shops. I did some research and found that there are currently 8 existing and operational smoke shops in Pittsburg. Not to mention that the convenient stores, La Aurora, Golden Star and La Raza markets all located on West 10th street sell cigarettes and other tobacco products. Please see the list of existing smoke shops below:

Magic Smoke Shop

Address: 2247 Railroad Ave, Pittsburg, CA 94565

Phone: (925) 432-3265

MVP Smoke Shop

Address: 2951 Harbor St, Pittsburg, CA 94565

Phone: (925) 267-3484

Cigarette Palace

Address: 2951 Harbor St, Pittsburg, CA 94565

Phone: (925) 267-3484

Cigarettes 4 Less

Address: 2167 Loveridge Rd, Pittsburg, CA 94565

Phone: (925) 439-8012

Voltage Smoke Shop & Gifts | Electronic Cigarettes Store

Address: 4235 Century Blvd, Pittsburg, CA 94565

Phone: (925) 778-2200

KJ's Vapor Shop

Address: 3105 Railroad Ave, Pittsburg, CA 94565

Phone: (925) 439-1570

St. Claire Cigars

Address: 160 E 4th St, Pittsburg, CA 94565

Phone: (925) 439-1608

East Bay HEMP

270 East 10th St, Pittsburg, CA 94565

Planning commissioner Foster admittedly stated, "I don't know what a smoke shop is all about because I don't smoke, but along those lines, there is some sort of curiosity. You have a smoke shop that is out of the way, no foot traffic like on Railroad Avenue where there is more traffic. Do you have an existing clientele base?" Again, it appears that planning commissioner Foster voted in favor of this project without researching the proposed project and the impact that such a business would have to the adjacent neighborhoods and the city itself. The applicant responded that they had a business in Bay Point, La Chicana market. Per his response it appears that the applicant is seeking to cater to his Bay Point clientele in Pittsburg because of the change in rules. We

already have a plethora of business in Pittsburg that can cater to this clientele, as you can see by the list provided above.

As it relates to the issues of zoning, while mixed use zoning allows for the possibility of a smoke shop under zoning rules said permit should meet the use permit findings set out in **18.04.030** which is to protect and promote the public health, safety, and general welfare, and to implement the policies of the city general plan. Specifically, the zoning ordinance is intended to:

A. Provide a precise guide for the physical development of the city in order to:

1. Preserve the character and quality of residential neighborhoods,
2. Foster convenient, harmonious and workable relationships among land uses, and
3. Achieve the arrangement of land uses described in the general plan;

Further **18.53.010 of the Zoning Code** states the AUP can be granted if the use promotes any of the following:

- A. Promote use of mass transit facilities by placing high concentrations of residents and employees in proximity to transit stations and routes;
- B. Establish standards and guidelines that allow integration of high-density residential, commercial and business uses, resident and employee services, and public spaces;
- C. Provide safe, attractive, accessible and well-designed pedestrian and bicycle pathways and routes between transit facilities, services, jobs and housing, in order to create interconnected neighborhoods and reduce automobile use;
- D. Minimize prominence of the automobile and enhance the pedestrian space through design standards that encourage visible and usable public open spaces and that orient commercial structures toward the pedestrian and street;
- E. Ensure that new development, redevelopment, rehabilitation of structures and establishment of new uses within one-half mile of existing and future transit stations occur in a manner that is consistent with the general plan. [Ord. 07-1284 § 3 (Exh. D), 2007.]

In this case, the project is located in a commercial/residential neighborhood, while zoning potentially allows for “Habibiz Smoke Shop” to open up because of the mixed-

use zoning, it does not support or promote any of the specifications listed under the code above. The smoke shop doesn't serve to preserve the character and quality of residential neighborhoods. The smoke shop will more than likely have a negative impact on property values in the area. The smoke shop will not foster convenient, harmonious and workable relationships among land uses. The smoke shop will not promote the use of mass transit facilities, provide safe attractive accessible and well-designed pedestrian and bicycle pathways and routes between transit facilities, nor will it minimize prominence of the automobile. In fact, the AUP does not promote any of the specifications listed in the code, rather it promotes five major negative issues—noise, traffic/safety/loitering, and lack of parking, all which will be a detriment to the immediate neighbors and/or neighborhood.

Character of neighborhood: AUP ignores the change this will have on the nature of neighborhood. The reality is that this business is proposing to be open between the hours of 8 am and 9 pm. Increased traffic at odd times of the evening and having cars driving up and down our street and an increase number of people parking on an already dangerous road during both morning and evening rush hours, with many young children in the community, will inevitably impact the character of this neighborhood. Not to mention that this business will increase loitering and smoking in the area. Although both planning commissioners and the Pittsburg police department didn't have any data to support that smoke shops don't contribute to loitering, there is no doubt that there will be an increase in traffic and noise level and a loss of parking. Our gated neighborhood does not have enough parking for our visitors and often our visitors park directly on West 10th St. where the existing cartridge and toner shop is already occupying many parking spots.

Moreover, the AUP fails to recognize unique configuration which exists between 530 West 10th Street and the gated community, and does nothing to protect us from the noise impact of this proposed use. Because of the juxtaposition and just under seven (7) foot distance of the smoke shop to many of the neighbors' back yard of Lowry Ct. and Prosperity Ct. we will be uniquely impacted by the noise and increased traffic. The existing car pollution/noise pollution, in addition to the increase in dangerous traffic issues which already exist will only be compounded by the addition of the smoke shop.

I urge you to please reconsider this proposed project. As a neighbor and I mentioned during the last hearing and this appeal outlines, we are concerned about the safety of our children, the increased traffic and noise, loss of parking and loitering among other issues mentioned in this appeal. Further, in talking to some of my neighbors I learned that, "All About You Sandwich and Ice Cream Shop" was never able to open their doors at 538 West 10th St. because the city never granted their permit. It's disheartening to hear that a small business that wanted to open its doors and sell sandwiches and ice cream to our community never got a fighting chance, and a smoke shop that plans to sell harmful products to the City unanimously recieved approval by the planning commission. Let's bring business to our city that will help our residents and children

thrive in their environments. Let's bring in restaurants, tutoring centers, artisan shops, coffee shops, sandwich shops, graphic designers to the City; anything that will boost and enhance the quality of life and health of our residents. Let's not help to promote bad habits and vices.

Thank you for your time and consideration,

A handwritten signature in black ink, appearing to read 'Carla Valadez', written in a cursive style.

Carla Valadez

(Attachment B)

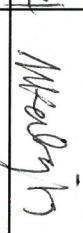
	Name of Appellant	Address	Phone #	Email address
1	Chris Earl Buch	105 Prosperity Ct.	623-223-2984	christopherbuch80@hotmail.com
2	Bullan Wheeler	110 Prosperity Ct.	925-432-0483	bulan@bulandwheeler.com
3	Maria Portan	114 Prosperity Ct.	925-329-8493	portancareer@gmail.com
4	Muey McCain	312 Milestone Ct.	510-815-6203	mueymccain@yahoo.com
5	Anita Kabigting	311 Milestone Ct.	707-853-9524	aureikab02@gmail.com
6	Pamela Alvarado	1527 Enterprise Cir.	925-726-8259	pamalaalozaano@gmail.com
7	Letiya Elk-Smith	409 Travis Ct.	925-698-9899	letiyael@yahoo.com
8	Nicole Bowman	410 Travis Ct.	925-698-9899	nicole_9579@comcast.net
9	S. Reese Leig	405 Travis Ct.	925-427-4421	sresepirt@att.com
10	Sean Port	401 Travis Ct.	925-427-4421	portsean@hotmail.com
11	Delia Galay	211 Lowry Ct.	925-660-5290	dgalay01@yahoo.com
12	Roberto R.	1511 Enterprise Cir.	925-786-1034	ayala0143-@att.net
13	Mayra Cortez	101 Prosperity Ct.	925-457-5992	mayra.cortezm@gmail.com
14	Lucille Figueroa	102 Prosperity Ct.	925-698-7614	lmendoza20@msn.com
15	Pauline P. Luis	1531 Enterprise Cir.	925-477-7711	pagedimabnyu@gmail.com
16	Yogely Hani	1662 Enterprise Cir.	925-597-1162	n/a
17	Vilak	1209 Nellis Ct.	925-437-4098	lblks11@yahoo.com
18	Areli Juarez	1210 Nellis Ct.	925-437-1134	ajuarez296@gmail.com
19	Anna Galay	1653 Enterprise Cir.	925-726-1892	agalay1208@yahoo.com

20	Michael Pun	1653 Enterprise Cir.	650-201- 6641	mpun0629@gmail.com
21	Linda Rodriguez	1111 Cannon Ct.	510-484- 4701	cecilia2mae@gmail.com
22	Marino Panganiban	1107 Cannon Ct.	925-727- 7027	marino_panganiban@yahoo.com
23	Darrell Gospel	1112 Cannon Ct.	925-577- 3718	gospeldarrell@yahoo.com
24	Misty Leone	1005 Reliance Ct.	925-209- 6807	mistyleone@gmail.com
25	Art Calbert	1006 Reliance Ct.	n/a	artesq@yahoo.com
26	M. Aguino	1010 Reliance Ct.	n/a	Meegicaguino11@gmail.com
27	Najim Najb	1621 Enterprise Cir.	n/a	jimbutter@yahoo.com
28	Sarah Serre	911 Thomasville Ct.	n/a	sarahasemo@gmail.com
29	Carla Valadez	212 Lowry Ct.	925-325- 8149	cvaladez_925@yahoo.com
30	MD	204 Lowry Ct.	718-269- 9743	n/a

(Attachment B)

20-600

DECLARATION OF APPEAL: HABIBIZ SMOKE SHOP AP-19-1448 PULIC HEARING DATE: 10/22/2019

Number	Name/s	Address	Phone Number	Signature of Appellant	e-mail address
105 1	Chris Eick-Buch	155 Prosperity Ct.	(423) 223-2954		christopherbuch80@hotmail.com
110 2	Brian Wheeler	108 Prosperity Ct.	(925) 432-0583		brianbwheeler@me
114 3	Porter Maria Portan	114 Prosperity Ct.	(925) 329-8493		portan.career@gmail.com
312 4	Muey McCain	312 Milestone Ct.	(510) 815-6203		Mueymccaine@yahoo.com
311 5	Anita Kaligting	311 Milestone Ct.	(707) 853-9522		anreikab@redgymail.com
1527 6	Pamela Alvarado	1527 Enterprise Circle	(925) 726-8259		pamelalozand@gmail.com
409 7	Letha Ellis Smith	409 Travis Ct., Pittsburg, Ca. 94565	(925) 698-9899		lethae@yahoo.com
410 8	Nicole Bowman	410 Travis Ct. Pittsburg, Ca	925 432-3122		nicole-9579@comcast.net
405 9	Seamus Mrs. Theresa		925 432-1451		seamus@redgymail.com
401 10	Sean Port	401 Travis Ct.	(925) 737-0443		portseam@redgymail.com
211 11	Delia Galay	211 Leary Ct.	925-460-5290		deliagalay@yahoo.com

Name

Address

Phone #

Signature

Email

1511 ₁₂	Roberto R.	Enterprise Circle	925 786 1034		ayata0143-@att.net
101 ₁₃	Mayra Cortez	101 Prosperity Ct.	925-457-5992		mayra.cortezm@gmail.com
102 ₁₄	Lucille Foyers	102 Prosperity Ct.	925 698-7614		lrm1002202@msn.com
1531 ₁₅	Pauline P. Luis	Enterprise Circle	925 473-2011		paqedianckn@yahoo.com
1662 ₁₆	Jose L. Henri	1662 Enterprise Circle	925 597-1142		—
1209 ₁₇	Vicki K.	1209 Neuls Ct	925-437-4898		18LK511 BSYFAYOH.COM
1210 ₁₈	Areli Suarez	1210 Neulsc +	925-437-1134		ayarez296@gmail.com
1053 ₁₉	Anna Galan	1053 Enterprise Cir.	925 766 1892		agalan1208@gmail.com
1053 ₂₀	Michael Pun	1053 Enterprise Cir.	950 201 0041		mpun022@gmail.com
1111 ₂₁	Linda Rodriguez	1111 Cannon Ct	510-484-4701		leilia2moe@gmail
1107 ₂₂	MARINO PANCAJIAN	1107 CANNON CT.	925-727-7027		marino_pancanjan@yahoo.com
11 ₂₃	Araceli Lopez	112 Cannon Ct	925-577-3115		gsaddae10@yahoo.com
1009 ₂₄	Wish tone	1005 Reliance Ct	925 261 0807		wishendajunal.com

	Name	Address	Signature	Phone	email
1006 25	A. Gilbert	Reliance Ct	Art Gilbert		arttesq@yahoo.com
1010 26	M. Aguirre	Reliance Ct	Mari		maaguirre1@gmail.com
1021 27	Miriam Haid	1021 Empire Cir	Miriam		jimbutler@yahoo.com
1025 28	Sarah Sene	911 Transvale Ct	Sarah		Sarahsene@gmail.com
29					
30					
31					
32					
33					
34					
35					
36					
37					



City of Pittsburg
Payment Center
65 Civic Ave
Pittsburg, CA 94565
www.ci.pittsburg.ca.us
Welcome

007709-0009 DJ Y. 10/31/2019 10:38AM

PLANNING RECEIPTS

Payment Tran Code:

Planning (10PLAN)

Description: Carla

Valadez

Planning (10PLAN)

2020 Item: 10PLAN

Planning (10PLAN) 150.00

150.00

Subtotal 150.00

Fee FEE 1.00

Total 151.00

CREDIT CARD 151.00

Visa *****5047

Ref=20191031103814868A60

Auth=082819

Terminal ID=XXXXXXXXXX427

Trans ID=000000396880

Trans Type=Purchase

Entry Legend=CHIP READ

Entry Method=CONTACT

AC=B3084BB95C501E13

ATC=02D2

AID=A0000000031010

TVR=8080008000

TSI=6800

RESP CD=00

TRN REF #=589304635041586

VAL CODE=5MPL

Change due 0.00

Paid by: Carla Valadez

Signature: _____

Thank you for your payment

Attachment 4
Responses to Declarations of Appeal
Habibiz Smoke Shop, AP-19-1448 (UP)

Appeal Points

1. The granting of this permit violates the purpose of Title 9, Public Peace, Safety and Morals of the Pittsburg Municipal Code (PMC).

Response to 1: PMC section 9.08.040 states: A person shall not maintain, in any place of business to which the public is invited, the display for sale or the offering to sell of devices, contrivances, instruments, or paraphernalia used, altered or modified for the purpose of smoking, injecting or consuming marijuana, hashish, PCP, or any controlled substance, other than prescription drugs and devices to ingest or inject prescription drugs, including roach clips, and rollers designed and used for the smoking of the foregoing, unless within a separate room or enclosure to which minors not accompanied by a parent or legal guardian are excluded. Each entrance to such a room shall be a sign posted in visible and legible words to the effect that minors unless accompanied by a parent or legal guardian are excluded. For the purposes of this section, an "enclosure" shall mean an area of a room separated in such a manner that no material regulated by this section shall be visible from any area of the room open to minors. [Ord. 788 § 1, 1980.]

Staff recommends that, to ensure compliance with PMC Sec. 9.08.040, the approval also specifically state the condition that no unaccompanied minors are allowed in the store. Signage shall be included at the entrance reiterating this message.

2. Does the opening of a smoke shop correspond to an increase in loitering and crime in the immediate area?

Response to 2: Staff has analyzed data compiled by the Pittsburg Police Department looking into service calls associated with three existing smoke shops over a three-year span (Magic Smoke Shop at 2247 Railroad Ave; MVP Smoke Shop at 2951 Harbor Street; and Voltage Smoke Shop at 4235 Century Blvd) The three shops had a combined total of 26 calls to their specific addresses within that time period, which would average to less than one call per month between the three businesses. Of the 26 calls made, three were associated with disturbing the peace, three with some form of theft and one with loitering. These numbers are much lower than those associated with liquor stores, and are typical for a commercial type of business. Within the conditions of approval are requirements for the maintenance and operation of a video surveillance system, which shall be made available to any Law Enforcement Agency; exterior lighting, which shall be maintained in good working order at all time; and the prohibition of loitering on any sidewalks or property adjacent to the premises under the control of the property owner. Staff also notes that the hours of operation would be limited from 8:00 a.m. to 9:00 p.m., daily. As mentioned at the Planning Commission meeting, a use permit may be revoked for non-compliance with the conditions of approval, should the operation become a nuisance to the community.

3. How are the rules for smoke shops different in the unincorporated Contra Costa County (Bay Point) compared to those in the City of Pittsburg?

Attachment 4
Responses to Declarations of Appeal
Habibiz Smoke Shop, AP-19-1448 (UP)

***Response to 3:** In 2017 a new County ordinance regarding Tobacco Retailer Businesses was introduced to unincorporated areas of Contra Costa County, such as Bay Point. This ordinance prohibited new retailers within 1,000 feet of schools, parks, playgrounds, and libraries. It also prohibited new retailers within 500 feet of existing tobacco retailers. No new “Significant Tobacco Retailers”, which include vape shops, hookah bars or smoke shops are allowed. “Significant Tobacco Retailer” is defined as having more than 20% of retail sales space dedicated to tobacco retailing use.*

In 2018 a new County ordinance regarding Tobacco Product and Retail Sales Control went into effect in unincorporated areas of the County, prohibiting the sale of flavored tobacco products, including menthol cigarettes, within 1,000 feet of schools, parks, playgrounds and libraries. The sale of cigars, including little cigars and cigarillos, is prohibited in pack sized under ten (10), with premium cigars that sell for \$5.00 or more exempt from the provision. Tobacco retailer’s licenses would not be issued for pharmacies as well.

In 2016, the City of Pittsburg City Council established land use regulations for smoke shops and smoking lounges. Smoke shops had previously been classified as “General Merchandise, Retail Sales and Rental”, but a new definition for the use was introduced, requiring approval of a use permit and establishing a minimum 1,000 foot setback between the front entrance of a smoke shop and the property line of a school.

These laws have been enacted to address the exposure of youth to tobacco products. The application submitted by Habibiz Smoke Shop meets the current 1,000 foot setback requirement in PMC section 18.52.010. The ordinances enacted by the Contra Costa County Board of Supervisors only address sales in unincorporated areas, and therefore Habibiz Smoke Shop would not be subject to them.

4. The findings of approval for a use permit cannot be made for a smoke shop located in the Mixed Use District.

***Response to 4:** The appeal document cites PMC section 18.04.030, which states the purpose of the Zoning Ordinance, and PMC section 18.53.010, which lists the purposes of the Mixed Use District, with specific concerns about impacts to the character and quality of the residential neighborhood, the maintenance of harmonious relationship amongst land uses, and potential impacts to traffic, parking and increased auto reliance as a result of this business. Staff notes that the specific findings necessary for a use permit are located in PMC section 18.16.040, and staff concurs with the Planning Commission approval of the use permit and the conditions imposed with their decision.*

The Planning Commission approval included conditions addressing the prohibition of loitering, and maintenance of video surveillance system to address potential negative impacts to the residents abutting the property. Staff notes that many different types of commercial uses are permitted at that location based on the Mixed-

Attachment 4
Responses to Declarations of Appeal
Habibiz Smoke Shop, AP-19-1448 (UP)

Use District, all of which would have traffic and noise impacts that are not substantially different to those of the proposed business. Habibiz Smoke Shop would comply with the off-street parking requirements stated in PMC section 18.78.040 by providing by five (5) parking spaces, when only four (4) spaces are required by the Municipal Code. Staff also notes that the adjacent neighborhood is gated, and therefore it is unlikely that the business would generate a significant increase in traffic within those streets. With its proximity to other businesses and residences in the area, and distance to other tobacco selling establishments, it would provide a new service in the area, and potentially lead to decrease in vehicle miles traveled.



City of Pittsburg

Community Development Department – Planning Division

65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the **CITY COUNCIL** of the City of Pittsburg will conduct a public hearing on:

DATE: January 21, 2020
TIME: 6:00 p.m.
PLACE: City Council Chamber at City Hall
65 Civic Avenue, Pittsburg, California

Concerning the following matter:

Appeal of Planning Commission Decision to Approve the Use Permit for Habibiz Smoke Shop, AP-19-1448 (UP).

On October 22, 2019, the Planning Commission approved a request by Qassem Ali for a use permit to operate a smoke shop at 583 W 10th St in the Mixed Use (M) District. Assessor's Parcel No. 085-260-180. On October 31, 2019, Carla Valadez filed an appeal expressing concerns over the operation not being in compliance with Title 9, Public Peace, Safety and Morals of the Pittsburg Municipal Code; meeting the findings for approval of a use permit; and potential impacts to the character of the neighborhood.

PROJECT PLANNER: John Dacey, jdacey@ci.pittsburg.ca.us or (925) 252-4824.

Why am I receiving this notice? You are receiving this notice because you have either previously requested notifications from the Planning Division, or a project has been proposed in your neighborhood and all property owners within a minimum 300-foot radius of the project site are required to be notified under the Pittsburg Municipal Code.

Where can I get more information about this project?

The complete file for this project is available for public inspection at the Planning Division, weekdays during the hours of 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM. You can also find out more about the project by contacting the project planner listed above.

What can I do if I have comments on the project?

Comments or objections to the project can be made by writing or through oral testimony during the public hearing. Written comments citing the project name may be emailed to the project planner listed above, or may be mailed or delivered to: Pittsburg Planning Division, 65 Civic Avenue, Pittsburg, CA 94565. You may also register your comments or objections by attending the public hearing on the date and time listed above.

Pursuant to Section 65009 of the California Government Code, if you challenge this matter in court, you may be limited to those issues you or someone else raised at the public hearing described in this notice, or in written correspondence on the matter delivered to this agency at, or prior to the public hearing. Any written correspondence delivered to the Planning Division before the hearing body's action on the matter will become a part of the administrative record


ALICE EVENSON, CITY CLERK

Project Title: Appeal of Planning Commission Decision to Approve Habibiz Smoke Shop Use Permit, AP-19-1448 (UP).
Location: 583 W. 10th St, APN: 085-260-180

Project Location Map



**CITY OF PITTSBURG
PLANNING COMMISSION
STAFF REPORT
October 22, 2019**

ITEM: Habibiz Smoke Shop, AP-19-1448 (UP).

ORIGINATED BY: Qassem Ali, 187 Buchanan Road, Pittsburg, CA 94565

SUBJECT: This is a public hearing on a request for approval of a use permit to operate a smoke shop located at 583 West Tenth Street, in the M (Mixed Use) District. Assessor's Parcel No. 085-260-180.

RECOMMENDATION:

Staff recommends the Commission adopt Resolution No.10135, approving Use Permit Application No. 19-1448, as conditioned.

BACKGROUND:

City Council Ordinance No. 16-1419 (December 21, 2016), instituted the requirement for a use permit to operate a smoke shop or smoking lounge, as well as the requirement that these uses be located at least 1,000 feet away from the property line of a school and front door of an existing smoke shop or smoking lounge. The proposed smoke shop in this application is not located within 1,000 feet of a property line for a school or front door of an existing smoke shop. Previous tenants at this space include "All About U" sandwich and ice cream shop, and Botanica Velarde.

On October 8, 2019, at the request of the Pittsburg Police Department, the Planning Commission continued this application to a date uncertain.

PROJECT DESCRIPTION:

Existing Conditions: The project site is a 20,500 square foot lot, located on the south side of West 10th Street, between Enterprise Circle and Preservation Street. The site is developed with an existing 6,510 square-foot building, which includes three storefronts that currently house a computer hardware store and a plumbing business. A construction company is located within a warehouse space located at the rear of the building. The proposed smoke shop would occupy an approximately 990 square-foot space that previously housed a sandwich shop and botanica retail store. An existing parking lot is located at the rear of the site, with five designated spaces for the proposed smoke shop.

Proposed Project: As mentioned above, the applicant is requesting approval of a use permit to allow the operation of a smoke shop. In addition to tobacco related products, the store would sell snacks such as chips and candy, phone accessories, hats and clothing, lottery tickets and soft drinks. The applicant has proposed operating hours of 8:00 a.m. to 9:00 p.m., seven days per week, with one to two total employees. No

Planning Commission Staff Report

exterior modifications are proposed to the existing building, and the five designated spaces in the rear would be utilized for the use.

CODE COMPLIANCE:

General Plan: The project site is located in the 'West Central Subarea,' of the General Plan, and has a land use designation of *Mixed Use*. This land use designation is intended to allow for greater flexibility of land uses around and accessible by transit. In accordance with General Plan Goal 2-G-6, the project would reuse and revitalize an underutilized site.

Zoning: The project site is located within the M (Mixed Use) District. The proposed use falls under the use classification of 'smoke shop' as defined by the Pittsburgh Municipal Code (PMC) section 18.08.080(26)(i). The M District is intended to establish standards and guidelines that allow integration of high-density residential, commercial and business uses, resident and employee services, and public spaces. Pursuant to PMC section 18.53.020, "smoke shops," are allowable uses in the M District subject to Limitation-165, which includes the requirement of approval for a use permit, that the use not be located within 1,000 feet of the property lines of an existing or approved school (approximately 2,000 feet from St. Peter Martyr School), or the front door of an existing smoke shop or lounge, and that appropriate air filtration systems be required for lounges if there are potential impacts to adjacent land uses (currently no smoking lounge is proposed).

Parking: Smoke shops are parked in accordance with the 'General Merchandise, retail sales and rental' category, which has a minimum number of off-street spaces specified in PMC 18.78.040, Schedule A, of 1 space per 250 square feet, for up to 50,000 square foot. The proposed smoke shop is approximately 990 square feet in size; therefore, four (4) spaces are required.

Landscaping: The project site has a landscaped area along the West 10th St frontage, which encompasses approximately 2% of the site.

Pursuant to PMC section 18.76.060, an applicant for a zoning permit in a C or I district for occupancy of a site or structure that is nonconforming due to lack of required planting areas must present a schedule for elimination or substantial reduction of these nonconformities over a period not to exceed two years. The proposed project is located in the M district, which based on its location in the West 10th Street Mixed Use Corridor, is regulated by the property development regulations specific in the CC district. Although the proposed project does not meet the minimum required landscaping percentage, it would be conditioned to enhance the existing landscaping onsite to improve site aesthetics.

Required Use Permit Findings: Pursuant to PMC Section 18.16.040, in order to approve the use permit for the proposed project, the Planning Commission must find that the proposed use:

Planning Commission Staff Report

- A. is in accord with the objective of the Zoning Ordinance, the purposes of the land use district in which it is located and is appropriate to the specific location;
- B. is not detrimental to the health, safety, and general welfare of the City;
- C. will not adversely affect the orderly development of property within the City;
- D. will not adversely affect the preservation of property values and the protection of the tax base and other substantial revenue sources within the City;
- E. is consistent with the objectives, policies, general land uses and programs specified in the general plan and applicable specific plan;
- F. will not create a nuisance or enforcement problem within the neighborhood;
- G. will not encourage marginal development within the neighborhood;
- H. will not create a demand for public services within the City beyond that of the ability of the City to meet in the light of taxation and spending restraints imposed by law;
- I. is consistent with the City's approved funding priorities; and
- J. if located within the pedestrian commercial (CP) district, will support the goals of creating a vibrant, economically prosperous, visually interesting, and engaging pedestrian oriented atmosphere along the primary downtown corridor.

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

Public Notice: On or before October 12, 2019, a notice of the October 22, 2019, public hearing for this project was posted at City Hall and at or near the proposed project site; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to all owners of property within 300 feet of the project site, to local service agencies expected to provide services to the business, and to individuals who had previously filed written request for such notice, in accordance with PMC section 18.14.010 and Government Code section 65091. In addition, a copy of the notice was posted on the "Public Notices" section of the City's website. The notice was also posted on www.nextdoor.com (Nextdoor) and was sent directly to all subscribed residents in the "Heritage Pointe" Nextdoor neighborhood.

ANALYSIS:

Staff believes that the Planning Commission can make the required findings to approve the use permit, with the inclusion of several conditions of approval, as detailed below:

Planning Commission Staff Report

1. Hours of operation shall be limited between the hours of 8:00 a.m. and 9:00 p.m., daily (Condition No. 2).
2. Loitering (loitering is defined as “to stand idly about; linger aimlessly without lawful business”) is prohibited on any sidewalks or property adjacent to the premise under the control of the business owner. (Condition No. 6).
3. The business owner shall maintain and operate a security video-recording camera during business hours. The business owner shall ensure video surveillance within the parking lot and on the sidewalks in front of the store, and the business owner shall make the video recording available to the Police Department or any Law Enforcement Agency upon request, and each video recording shall be kept for a minimum of 72 hours (Condition No. 9).
4. Any graffiti painted or marked upon the premises or on any adjacent area under the control of the business owner shall be removed or painted over within forty-eight (48) hours of being applied (Condition No. 13).

With the incorporation of the conditions identified above, the use would not be detrimental to the health, safety, and general welfare of the City. The project would help promote the general welfare of residents by occupying a site that would otherwise be vacant, and by providing a new commercial business that would have a positive impact on the City's tax base.

ACTION REQUIRED:

Move to adopt Resolution No. 10135, approving Use Permit Application No. 19-1448, subject to conditions.

ATTACHMENTS:

1. Proposed Resolution No. 10135
2. Project Plans, dated July 24, 2019 and August 28, 2019
3. Map of Surrounding Uses
4. Site Photo
5. Development Standards
6. Public Hearing Notice/Vicinity Map

Prepared by: John Dacey, AICP, Assistant Planner

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Granting a Use Permit to	)	Resolution No. 10135
Operate a Smoke Shop, located at 583	)	
West 10 th Street for, "Habibiz Smoke	)	
Shop, AP-19-1448 (UP)." APN 085-260-	)	
180	)	

The Planning Commission DOES RESOLVE as follows:

Section 1. Background

- A. On July 24, 2019, Qassem Ali filed Planning Application No. 19-1448, requesting a use permit to operate a smoke shop located at 583 W. 10th Street, in the M (Mixed Use) District. APNs: 085-260-180.
- B. The proposed project is governed by the policies, development standards, and guidelines contained in the Pittsburg General Plan, and Pittsburg Municipal Code (PMC) Title 18 (Zoning).
- C. On December 21, 2016, the City Council adopted Ordinance No. 16-1419, which established the requirement for a use permit to establish a smoke shop or smoking lounge, as well as the requirements that these uses be located at least 1,000 feet away from the property line of a school and front door of an existing smoke shop or smoking lounge, and that appropriate air filtration systems be required for lounges if there are potential impacts to adjacent land uses.
- D. Pursuant to PMC section 18.16.040, a use permit may be granted only after the Planning Commission makes a determination that the proposed use:
 - 1. is in accord with the objective of this title, the purposes of the land use district in which it is located and is appropriate to the specific location;
 - 2. is not detrimental to the health, safety, and general welfare of the city;
 - 3. will not adversely affect the orderly development of property within the city;
 - 4. will not adversely affect the preservation of property values and the protection of the tax base and other substantial revenue sources within the city;
 - 5. is consistent with the objectives, policies, general land uses, and programs specified in the general plan and applicable specific plan;

6. will not create a nuisance or enforcement problem within the neighborhood;
 7. will not encourage marginal development within the neighborhood;
 8. will not create a demand for public services within the city beyond that of the ability of the city to meet in the light of taxation and spending restraints imposed by law;
 9. is consistent with the city's approved funding priorities; and
 10. if located within the Pedestrian Commercial (CP) District, will support the goals of creating a vibrant, economically prosperous, visually interesting, and engaging pedestrian oriented atmosphere along the primary downtown corridor.
- E. This project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 1, 'Existing Facilities', of the State CEQA Guidelines, section 15301.
 - F. On or prior to September 27, 2019, notice of the October 8, 2019, public hearing to consider this application was posted at City Hall, at the proposed project site, and on the 'Public Notices' section of the city's website; was delivered to the Pittsburg Library; and was mailed via first class or electronic mail to the applicant/property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies expected to provide services to the use, and to individuals who had previously filed written request for such notice, in accordance with PMC section 18.14.010 and Government Code section 65091.
 - G. On October 8, 2019, prior to opening the public hearing, the Planning Commission continued the public hearing to a date uncertain.
 - H. On or prior to October 12, 2019, notice of the October 22, 2019, public hearing to consider this application was posted at City Hall, at the proposed project site, and on the 'Public Notices' section of the city's website; was delivered to the Pittsburg Library; and was mailed via first class or electronic mail to the applicant/property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies expected to provide services to the use, and to individuals who had previously filed written request for such notice, in accordance with PMC section 18.14.010 and Government Code section 65091. The notice was also posted on www.nextdoor.com (Nextdoor) and was sent directly to all subscribed residents in the "Heritage Point" Nextdoor neighborhood.
 - I. On October 22, 2019, the Planning Commission held a public hearing on Use Permit Application No. 19-1448, at which time oral and/or written testimony was

considered.

Section 2. Findings

- A. Based on the Planning Commission Staff Report entitled, “Habibiz Smoke Shop, AP-19-1448 (UP),” dated October 22, 2019, 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 Pittsburgh, and based on all written and oral testimony presented at the meeting, the Planning Commission finds that:
1. All recitals above are true and correct and are incorporated herein by reference.
 2. The proposed smoke shop use:
 - a. Is in accord with the objective of the Zoning Ordinance, the purposes of the land use district in which it is located and is appropriate to the specific location. The site is located within the M District, which allows smoking lounges and smoke shops in areas no less than 1,000 feet away from the property line of a school or front door of an existing smoke shop or lounge, subject to a use permit and installation of an air filtration system for lounges if it is determined there are potential impacts to adjacent land uses. The proposed smoke shop is not located within 1,000 of the property lines of an existing or approved school, or the front door of an existing smoke shop or lounge. Further, a smoking lounge is not proposed, and therefore no potential impact to adjacent land uses is anticipated.
 - b. Will not be detrimental to the health, safety, and general welfare of the City, if: 1) loitering is prohibited on and adjacent to the site; 2) a security video-surveillance system is operated and maintained on the site and made available to any law enforcement agency upon request; and 3) any potential graffiti that occurs on site is completely removed within 48 hours of being applied.
 - c. Will not adversely affect the orderly development of property within the City, in that the proposed use will occupy an existing commercial space, and the applicant is proposing no exterior building improvements or expansions.
 - d. Will not adversely affect the preservation of property values, rather, it will help to improve values as the proposed project provides a commercial business that will have a positive impact on the City tax base.
 - e. Is consistent with the General Plan, specifically goal 2-G-6, in that the

proposed use will reuse and revitalize an underutilized site.

- f. Will not create a nuisance or enforcement problem if the applicant abides by all conditions of approval included with the use permit, all City codes and regulation, and all regulations of any other affected out agencies.
- g. Will not encourage marginal development within the neighborhood, in that the use will occupy an existing commercial space and does not involve construction of a new building or building addition.
- h. Will not create a demand for public services within the City beyond that of the ability of the City to meet in the light of taxation and spending restraints, in that the project site is located in an area of the City served by existing utilities, and the business will be maintained and operated at the cost of the applicant.
- i. Is consistent with the City's approved funding priorities in that there is no public money involved in this project.
- j. Is not located in the CP District.

Section 3. Decision

- A. Based on the findings set forth above, the Commission hereby approves Use Permit Application No. 19-1448, subject to the following conditions:
 - 1. Substantial Conformity. The approved use shall be operated substantially as presented to the Planning Commission in the staff report identified in Section 2 above, except as modified by the conditions below. Operation of the approved business in a manner inconsistent with this description and this use permit shall be grounds for revocation of the use permit.
 - 2. Hours of Operation. Business hours shall be limited to the hours of 8:00 a.m. and 9:00 p.m., daily.
 - 3. Business Signage. This resolution does not approve any on-site signage. No permanent wall signs or temporary, promotional, or event signs and banners may be placed on the site prior to approval by the Planning Division.
 - 4. Bicycle Parking. The business owner shall maintain permanent, fixed bicycle racks or lockers for a minimum of 1 bicycle. The final design and location of any new bicycle rack(s) shall be subject to review and approval by the Planning Division.
 - 5. Outdoor Storage Prohibition. There shall be no outside storage of

materials, supplies, bins, or other equipment related to the business operation.

6. Loitering Prohibition. Loitering (loitering is defined as “to stand idly about; linger aimlessly without lawful business”) is prohibited on any sidewalks or property adjacent to the premise under the control of the business owner.
7. Drug Paraphernalia Prohibition. Drug paraphernalia, as determined by the Pittsburg Police Chief and including but not limited to “Brillo” style scrubbing pads, “Ziploc” style bags smaller than five inches by five inches (5” x 5”), and glass enclosed miniature paper roses, shall not be sold.
8. Harmful Matter Prohibition. No harmful matter (as defined in Penal Code Section 313) may be displayed for sale or rent, except in accordance with applicable law.
9. Video Surveillance. The business owner shall maintain and operate a security video-recording camera during business hours. The business owner shall ensure video surveillance within the parking lot and on the sidewalks in front of the store, and the business owner shall make the video recording available to the Police Department or any Law Enforcement Agency upon request, and each video recording shall be kept for a minimum of 72 hours.
10. Exterior Lighting. All exterior lighting fixtures shall be maintained in good working order at all times. If any exterior areas around the building become too dark, as determined by the Pittsburg Police Department, then new light fixtures shall be added to provide the necessary light needed on site surrounding the building. This determination shall be made at the discretion of the Police Department, in collaboration with the Planning Division. Any new light fixtures shall be reviewed and approved by the Planning Division prior to installation.
11. Interior Visibility. The business operator shall ensure that all windows, including windows within doors, are not screened, tinted, or otherwise obscured, and allow for visibility into the business.
12. Notification Signage. One or more signs shall be placed in a prominent location within three feet of the main entrance of the building in English, Spanish, and other language(s) predominantly spoken by patrons, conveying the following messages:
 - i. California State Law prohibits the sale of tobacco products to persons under 21 years of age; and
 - ii. No Loitering or Public Drinking.

13. Graffiti Removal. Any graffiti painted or marked upon the premises or on any adjacent area under the control of the business owner shall be removed or painted over within forty-eight (48) hours of being applied.
14. Game and Video Prohibition. There shall be no coin operated games or video machines maintained on the premise at any time.
15. Landscaping. Pursuant to PMC section 18.76.060, the business owner shall provide a landscaping plan to enhance the existing landscaped areas to improve site aesthetics. Landscaping plan shall be submitted to the Planning Division for approval.
16. Site Maintenance. The entire site shall be kept clean and free of all litter, debris and refuse, and all landscaping on site shall be kept weed free and maintained in a healthy condition.
17. Parking Lot Striping. The business owner shall restripe the parking lot in accordance with PMC section 18.78 within 60 days of this use permit approval, and striping shall be maintained at all times.
18. Directional Signage. The business owner shall provide directional signage for customers accessing the rear parking lot.
19. Clean Up Methods. The business owner shall practice dry clean-up methods for outdoor sidewalk and parking surface areas on an as needed basis, in accordance with the guidelines established by the Bay Area Stormwater Management Agencies Association (BASMAA).

Standard Conditions:

20. Standard Conditions. The Standard Conditions of Development as adopted by the Pittsburg Planning Commission by Resolution No. 8931 shall apply as conditions of approval for this project as applicable. Where there is a conflict between the Standard Conditions of Development and the project-specific conditions identified in this resolution, the specific conditions of this resolution shall govern.
21. Other Agency Requirements. The business owner shall comply with all the requirements of the City's Community Development Department, Contra Costa County Fire Protection District, and all other applicable local, state and federal agencies. It is the responsibility of the business owner to contact each local, state, or federal agency for requirements that may pertain to this project.
22. Indemnification. Business owner 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 challenging the validity of this project approval, subsequent project approval, or other action arising out of, or in connection with, this project approval. The parties shall cooperate in defending such action or proceeding. The parties shall use reasonable efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel at applicant's sole cost and expense. Business owner may select its own legal counsel to represent business owner's interests at business owner's sole cost and expense. Business owner shall pay for City's costs of defense, whether directly or by timely reimbursement to City 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 responding to and defending the claim, action or proceeding.

23. Expiration. This use permit will expire on October 22, 2020, unless the use has been legally established prior to the expiration date, or a written request for an extension is filed with the Planning Division prior to the expiration date and subsequently approved by the Planning Commission.

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner Coniglio, seconded by Commissioner Foster, the foregoing resolution was passed and adopted the 22nd day of October, 2019, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES: Coniglio, Fields, Foster, Nguyen, Robinson

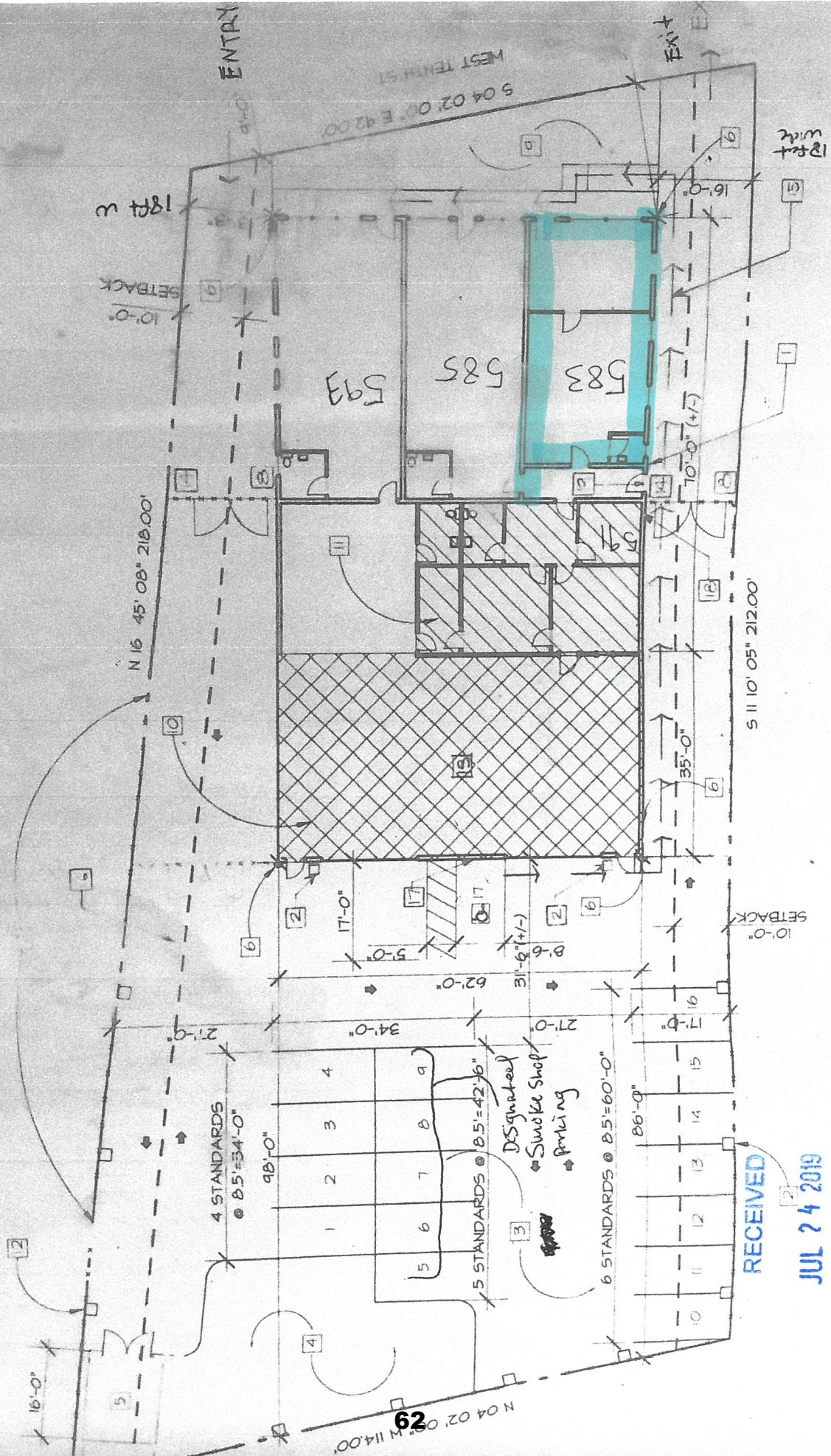
NAYES: None

ABSTAIN: None

ABSENT: Moreno

I hereby certify that the above Resolution No. 10135 was adopted by the Planning Commission of the City of Pittsburg on October 22, 2019.

KRISTIN POLLOT, AICP, SECRETARY
PITTSBURG PLANNING COMMISSION



SITE PLAN

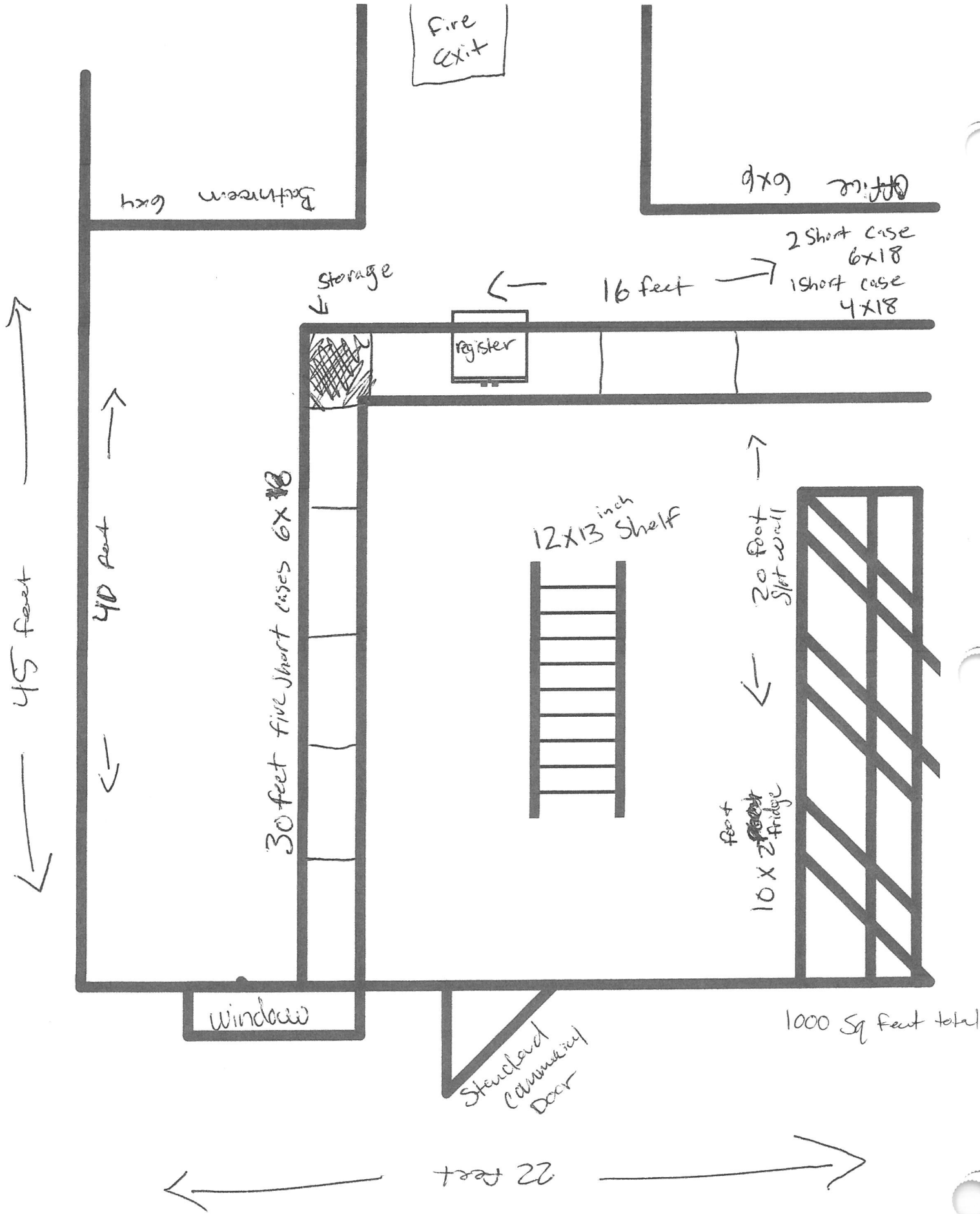


PLANNING DIVISION

RECEIVED

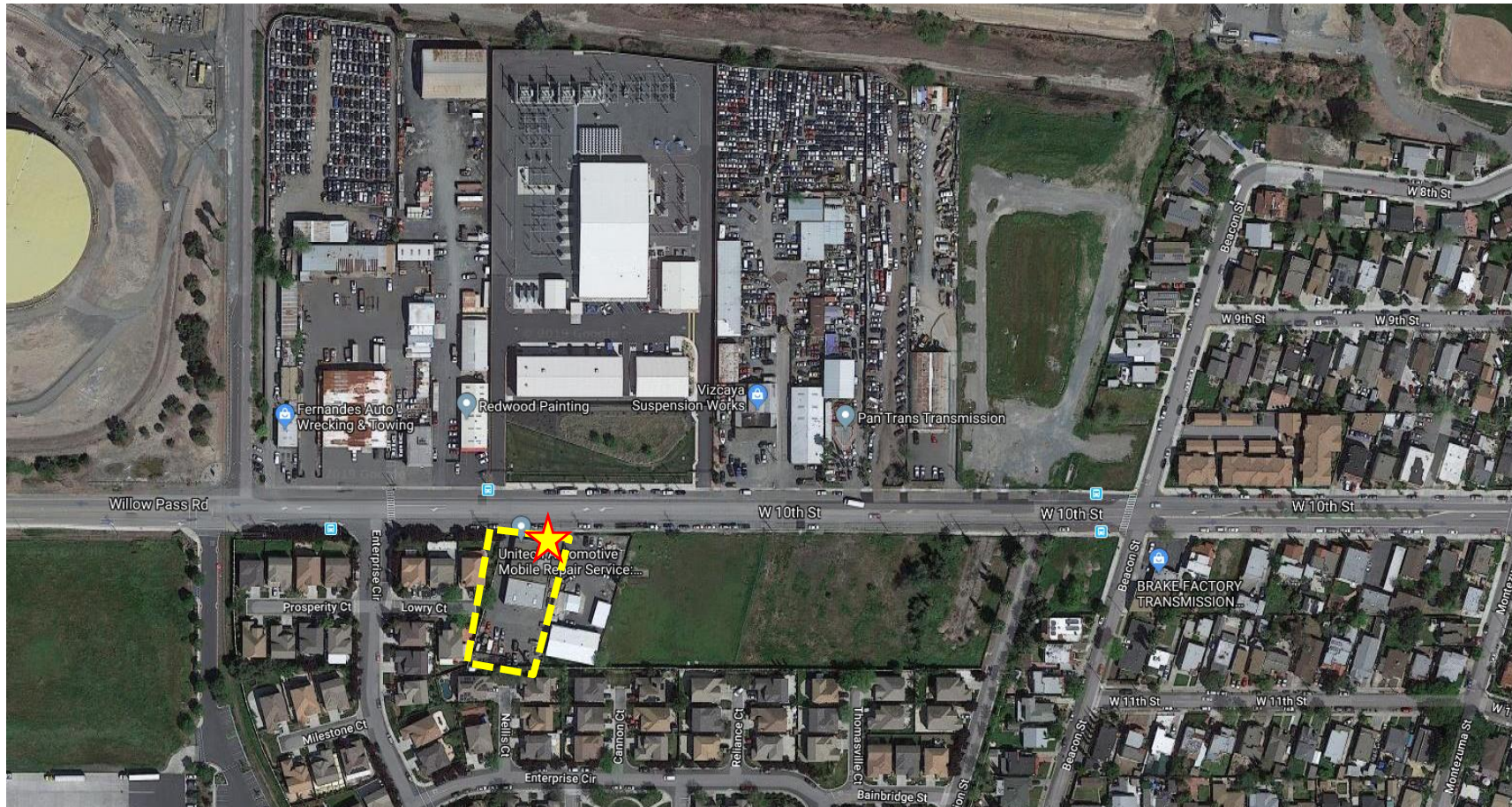
JUL 24 2019

1" = 20'-0"

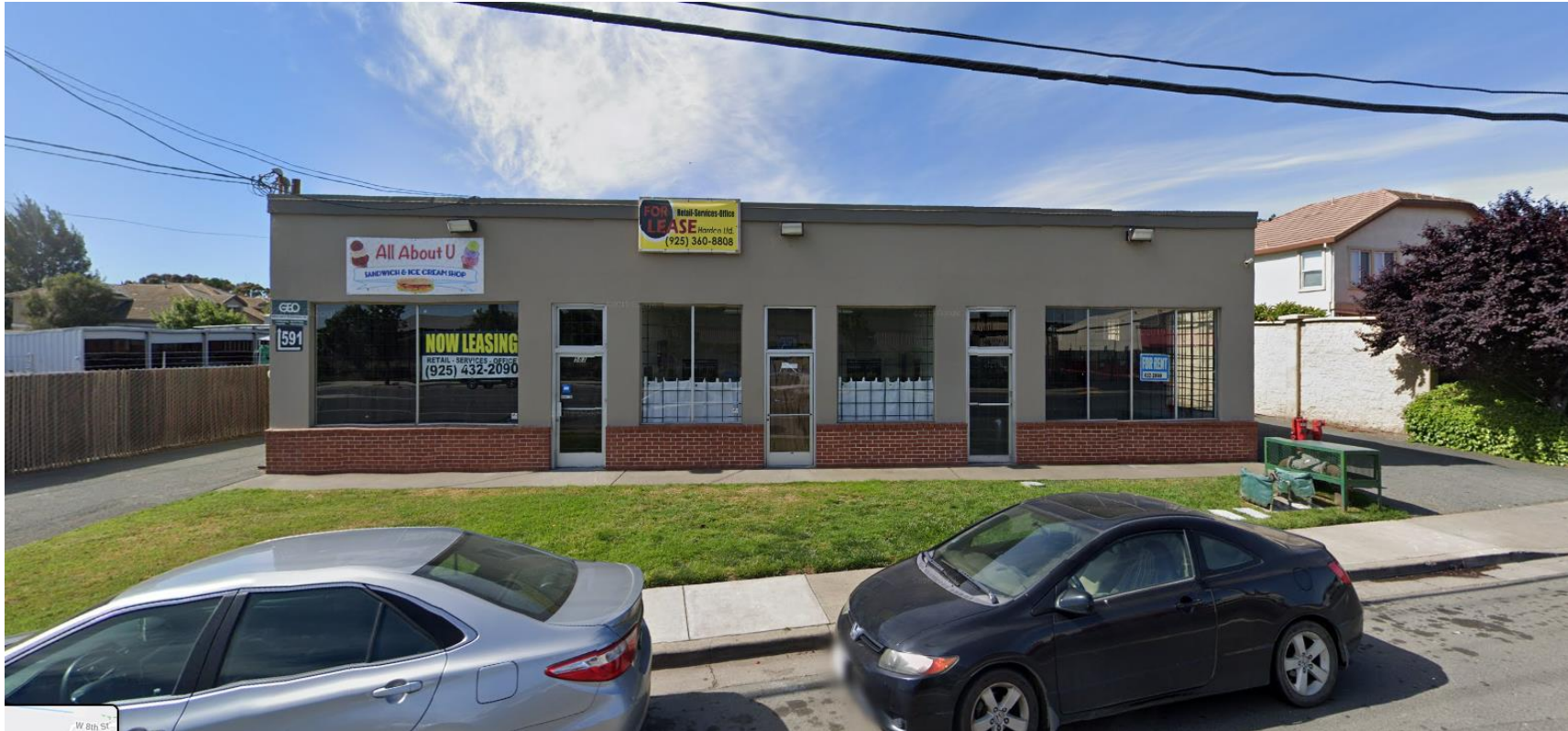


Attachment 3
Location & Surrounding Uses Map
Habibiz Smoke Shop, AP-19-1448 (UP)

★ **Project Site**



Attachment 4
Site Photo
Habibiz Smoke Shop, AP-19-1448 (UP)



Property Development Regulations

Habibiz Smoke Shop

AP-19-1448 (UP)

Development Regulations: <i>IG District</i>	Requirement:	Proposed Project:
Minimum Lot Area:	5,000 s.f.	20,500 s.f.
Minimum Lot Width:	50 ft.	100 ft.
Minimum Yards:	-	-
Front:	15 ft.	No Change*
Side	-	No Change*
Rear:	-	No Change*
Maximum Height of Structures:	60 ft.	No Change*
Maximum Lot Coverage:	50%	31.7%
Maximum Floor-Area Ratio (FAR):	0.5	0.317
Minimum Site Landscaping:	10%	2% (See Compliance section in Staff Report for further discussion)
Off Street Parking Requirement:	4 spaces	5 spaces
Bicycle Parking and Storage:	Based on the Number of Off-Street Parking Spaces Required	1 (conditionally)

*No new buildings or structures are proposed for the site



City of Pittsburg

Community Development Department – Planning Division

65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Pittsburg will conduct a public hearing on:

DATE: October 22, 2019
TIME: 7:00 p.m.
PLACE: City Council Chamber at City Hall
65 Civic Avenue, Pittsburg, California

Concerning the following matter:

Habibiz Smoke Shop, AP-19-1448 (UP).

This is a public hearing on an application filed by Qassem Ali requesting approval of a use permit to operate a smoke shop at 583 W 10th St in the Mixed Use (M) District. Assessor's Parcel Number: 085-260-180.

PROJECT PLANNER: John Dacey, jdacey@ci.pittsburg.ca.us or (925) 252-4824.

Why am I receiving this notice? You are receiving this notice because you have either previously requested notifications from the Planning Division, or a project has been proposed in your neighborhood and all property owners within a minimum 300-foot radius of the project site are required to be notified under the Pittsburg Municipal Code.

Where can I get more information about this project?

The complete file for this project is available for public inspection at the Planning Division, weekdays during the hours of 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM. You can also find out more about the project by contacting the project planner listed above.

What can I do if I have comments on the project?

Comments or objections to the project can be made by writing or through oral testimony during the public hearing. Written comments citing the project name may be emailed to the project planner listed above, or may be mailed or delivered to: Pittsburg Planning Division, 65 Civic Avenue, Pittsburg, CA 94565. You may also register your comments or objections by attending the public hearing on the date and time listed above.

Pursuant to Section 65009 of the California Government Code, if you challenge this matter in court, you may be limited to those issues you or someone else raised at the public hearing described in this notice, or in written correspondence on the matter delivered to this agency at, or prior to the public hearing. Any written correspondence delivered to the Planning Division before the hearing body's action on the matter will become a part of the administrative record.

KRISTIN POLLOT, AICP, SECRETARY
PITTSBURG PLANNING COMMISSION

Project Title: Habibiz Smoke Shop, AP-19-1448 (UP)
Location: 583 W. 10th St, APN: 085-260-180





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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Housing Authority Resolution Approving the 2020 Utility Allowance Schedule

MEETING DATE: January 21, 2020

EXECUTIVE SUMMARY

The US Department of Housing and Urban Development (HUD) requires housing authorities to review allowances for tenant-furnished utilities and other services annually and determine a utility allowance schedule (Schedule). Pursuant to CFR 982.517 (4)(c), this Schedule must be revised whenever there is an increase of 10% or more in the utility rates since the last revision of the Schedule. Although the increase in rates is less than 10%, the Housing Authority of the City of Pittsburg (Housing Authority) has revised the Schedule for 2020 (2020-Utility Allowance Schedule) because there were increases in electricity of 6.28%, gas of 6%, water of 5.33%, and garbage of 9.17%.

FISCAL IMPACT

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

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

RECOMMENDATION

Housing Authority adopt this Resolution approving of the 2020-Utility Allowance Schedule reflecting the revisions to the utility rates.

BACKGROUND

Utility allowances are intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on the individual family's actual energy consumption and do not include non-essential utility costs, such as cable, satellite television or telephone expenses.

The Housing Authority has reviewed the utility allowance data for the Section 8 and completed the study and analysis. This study reflects the 2019 baseline charges published by Pacific Gas & Electric Company, the City of Pittsburg Water Department, and Mt. Diablo Resource Recovery.

SUBCOMMITTEE FINDINGS

The 2020 Schedule was not discussed in a subcommittee.

STAFF ANALYSIS

The Housing Authority is not required to revise its utility allowance in order to be compliant with federal regulations because the differential is less than 10% from the prior year. However, since the increases are in all the utilities studied, electricity increase of 6.28%, gas increase of 6%, water increase of 5.33%, and garbage increase of 9.17%, the Housing Authority revised the utility allowance to demonstrate the utility costs that Pittsburg residents are experiencing.

ATTACHMENTS: Resolution
 Utility Allowance Chart – Apartments/Condo/Townhouse
 Utility Allowance Chart – House/Single Family

Report Prepared By: Bruce Smargiasso, Housing Manager

BEFORE THE HOUSING AUTHORITY OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Housing Authority)
Resolution Approving the 2020)
Utility Allowance Schedule)

RESOLUTION NO. 20-

The Governing Board of the Housing Authority of the City of Pittsburg FINDS AND DETERMINES as follows:

WHEREAS, the US Department of Housing and Urban Development (HUD) requires housing authorities to review allowances for tenant-furnished utilities and other services annually and determine a utility allowance schedule (Schedule). Pursuant to CFR 982.517 (4)(c), this Schedule must be revised whenever there is an increase 10% or more in the utility rates since the last revision of the Schedule; and

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

WHEREAS, the Housing Authority is not required to revise its utility allowance in order to be compliant with federal regulations because the differential is less than 10% from the prior year. However, since the increases are in all the utilities studied, electricity increase of 6.28%, gas increase of 6%, water increase of 5.33%, and garbage increase of 9.17%, the Housing Authority revised the utility allowance to demonstrate the utility costs that Pittsburg residents are experiencing; and

WHEREAS, the adoption of the Housing Authority's revised utility allowances for 2020 (2020-Utility Allowance Schedule) is in the best interest of the citizens of Pittsburg.

NOW, THEREFORE, the Governing Board of the Housing Authority of the City of Pittsburg DOES RESOLVE as follows:

Section 1.

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

Section 2.

The Housing Authority's 2020-Utility Allowance Schedule are thorough and complete.

Section 3.

The 2020-Utility Allowance Schedule will be available for review at Housing Authority located at 916 Cumberland Street, Pittsburg, CA 94565 and on the Housing Authority's website.

Section 4.

The Governing Board of the Housing Authority hereby adopts this Resolution and approves the 2020-Utility Allowance Schedule.

Section 5.

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

Section 6.

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

Section 7.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Governing Board of the Housing Authority of the City of Pittsburgh at a regular meeting on the 21st day of January 2020 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Chair

ATTEST:

Alice E. Evenson, Agency Secretary

Allowances for Tenant-Furnished Utilities and Other Services

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

OMB Approval No. 2577-0169
(exp. 04/30/2018)

See Public Reporting Statement and Instructions on back

Locality		Unit Type					Date (mm/dd/yyyy)
Housing Authority of the City of Pittsburgh		APARTMENT/CONDO/TOWNHOUSE					04/01/2020
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	25	38	51	63	77	87
	b. Bottle Gas						
	c. Oil / Electric	14	20	25	29	33	37
	d. Coal / Other						
Cooking	a. Natural Gas	7	9	10	13	15	17
	b. Bottle Gas						
	c. Oil / Electric	13	16	21	26	33	39
	d. Coal / Other						
Other Electric		23	32	41	51	64	74
Air Conditioning							
Water Heating	a. Natural Gas	15	19	22	26	31	35
	b. Bottle Gas						
	c. Oil / Electric	36	47	59	70	82	100
	d. Coal / Other						
Water		49	58	67	76	90	99
Sewer							
Trash Collection		43	43	43	43	43	43
Range/Microwave		11	11	11	11	11	11
Refrigerator		12	12	12	12	12	12
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.

Complete below for the actual unit rented.

Name of Family

Address of Unit

PITTSBURG, CA 94565

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family name and address is mandatory. The information is used to establish a utility allowance schedule for all utilities and other services used to determine the family's monthly housing assistance payment and family share. HUD will use this information to ensure that the costs are reasonable. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of Housing Assistance Payment contract.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to establish a utility allowance schedule for all utilities and other services used to determine the family's monthly housing assistance payment and rental payment. HUD will use this information to ensure that the costs are reasonable.

Instructions for Form HUD-52667, Allowances For Tenant Furnished Utilities and Other Services

Form HUD -52667 shall be completed by a H A for each different type of unit as explained below. Each form shall be reproduced by the H A and given to families with their Certificate or Voucher or subsequently in connection with any revisions. The form will provide the family, while shopping for a unit, with the amount of the allowances for various types of units for rent. With these allowances the family can compare gross rents and fair market rents. Form HUD-52667 shall also be used by the HA to record the actual allowance for each family.

Level of Allowance: Utilities and other services are included in gross rent, and when they are not furnished by the owner, an allowance must be provided to the family. Allowances must be adequate for all utilities and services not provided by the owner that were included in the fair market rent. The utility allowance schedule is based **on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality.** In developing the schedule, the HA must use normal patterns of consumption for the community as a whole and current utility rates. Allowances must not be based on energy consumption or costs above average or below average income families. The objective shall be to establish allowances based on actual rates and average consumption estimates and should allow the majority of participating families an allowance that is adequate to cover expected average utility costs and other services over a 12-month period.

Determining Allowances:

- a. In general, HAs shall use to the extent possible local sources of information on the cost of utilities and services. The following local sources should be contacted:
 - (1) Electric utility suppliers.
 - (2) Natural gas utility suppliers.
 - (3) Water and sewer suppliers.
 - (4) Fuel oil and bottle gas suppliers.
 - (5) Public service commissions.
 - (6) Real estate and property management firms.
 - (7) State and local agencies.
 - (8) Appliance sales or leasing firms.

- b. Recently adopted utility allowance schedules from neighboring HAs with essentially the same type of housing stock should also be examined. In most cases fuel or utilities rates normally will not vary appreciably in neighboring communities and where data is not available in small communities' allowances for larger nearby communities may be used. Where local sources are inadequate, the H A may consult the national average consumption data provided in Table 1 and make appropriate adjustments to reflect local conditions.
- c. The H A must establish separate heating and cooling allowances for the various types of existing housing in the locality with the same number of bedrooms. Depending on local housing stock, utility allowances must be established for the following unit types: detached houses, duplexes, row or townhouses, garden and high rise apartments and manufactured homes. In addition to establishing different heating and cooling allowances for various types of structures, attention should be given to different allowances for water depending on whether families will have responsibilities for lawn care.
- d. The data to be solicited from the local sources shown above should be as close as possible in form and detail to the format of form HUD -52667. If possible, all consumption data should be obtained for each unit size and type. If data is available only for an average unit size (2.5 bedrooms), multiply the utilities costs for the average unit by the following factors:

<u>Size of Unit</u>	<u>Factor</u>
0-BR	0.5
1-BR	0.7
2-BR	0.9
3-BR	1.1
4-BR	1.4
5-BR	1.6

Example: Natural gas heating cost for average sized unit is \$18.00 per month. The allowance for a 4-bedroom unit will be 1.4 X \$18.00 = \$25.00 (rounded to nearest dollar).

Air Conditioning: Allowances for air conditioning must be established only for communities where the majority of units in the market provide centrally air conditioned units or appropriate wiring for tenant installed A/C units.

Ranges and Refrigerators: Allowances for ranges and refrigerators must be based on the lesser of the cost of leasing or installment purchasing of suitable equipment.

Utility Rate Schedules: The cost of gas and electricity varies according to amounts consumed as shown on the appropriate rate schedules. It is not possible to compute exactly the cost of electricity for any given function without knowing the total electrical usage for a unit. However, because neither the HA or the families know beforehand just what will be the combination of utilities for any unit rented, it will be necessary to approximate the allowances for each function (e.g., heating cooking, etc.) as follows:

For electricity the rates used for lighting, refrigeration and appliances (Table 1, Item I), should be from the top of the rate schedule or the higher unit costs. Allowances for electric cooking, water heating and space heating should be computed from the middle or lower steps in the rate schedules.

Similarly, allowances for gas used for water heating and cooking should be computed using rates from the top of the rate schedule and for heating from the lower steps.

Supporting Documentation: The HA shall maintain with the form HUD-52667 copies of all supporting documentation used in determining the allowances and any revisions. For instance, letters from local utility companies shall be attached plus any worksheets used by the HA in computing allowances. The material should contain, if possible, the quantities of the utilities that are the basis of the dollar allowances (e.g., kilowatt hours per unit). A copy of the utility allowance schedule must be sent to the HUD Field Office.

Table 1
Average Allowances For Tenant Purchased Utilities

Note: The consumption amounts listed below are inexact averages and must be used with caution when establishing allowances for actual projects.

	<u>Monthly Consumption</u>	
	<u>Units</u>	<u>2 1/2-BR (a)</u>
I. Electricity		
a. Lighting and Refrigeration	KWH	250-400 (b)
b. Cooking	KWH	110
c. Domestic Hot Water	KWH	340 (c)
d. Space Heating	KWH	680 (d)
e. Air Conditioning	KWH	180 (e)
II. Natural Gas And Bottle Gas		
a. Cooking	Therms	8
b. Domestic Hot Water	Therms	21 (c)
c. Space Heating	Therms	48 (d)
III. Fuel Oil		
a. Domestic Hot Water	Gals	17 (c)
b. Space Heating	Gals	40 (d)
IV. Water		
a. Domestic Use	Gals	8,000
b. Lawn	Gals	2,000

- (a) Estimated average consumption for a hypothetical 2 1/2 bedroom dwelling unit. All consumptions listed must be adjusted for the size of the dwelling unit. Factors shown under Determining Allowances, subparagraph d, may be used for making the adjustment.
- (b) Consumptions will vary considerably depending on electrical appliances used. Upper limit should be sufficient to provide 85 kilowatt hours for a clothes dryer and 50 kilowatt hours for a frost free refrigerator.
- (c) The temperature of local water supply varies by geographic area and will have considerable impact on energy used to heat domestic water. This estimate is for North Central geographic areas where the average city water temperature is approximately 50° F.
- (d) Consumptions are for housing insulated for the heating system installed. Normally a building designed for electric space heating is better insulated than one designed for gas or oil space heating equipment. Climatic conditions assumed to be 4,000 heating degree days and 0° F outside design temperature. Consumption must be adjusted for the normal heating degree days and the outside design temperature in the given geographic area.
- (e) Consumption estimated for 1,000 degree days cooling. Actual consumption will depend on many variables.

Note: The consumption amounts listed above are inexact averages and must be used with caution when establishing allowances for actual projects.

Allowances for Tenant-Furnished Utilities and Other Services

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

OMB Approval No. 2577-0169
(exp. 04/30/2018)

See Public Reporting Statement and Instructions on back

Locality		Unit Type					Date (mm/dd/yyyy)
Housing Authority of the City Of Pittsburgh		HOUSE/SINGLE FAMILY					04/01/2020
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	35	49	63	77	98	112
	b. Bottle Gas						
	c. Oil / Electric	78	109	141	172	219	250
	d. Coal / Other						
Cooking	a. Natural Gas	7	9	10	13	15	17
	b. Bottle Gas						
	c. Oil / Electric	13	16	21	26	33	39
	d. Coal / Other						
Other Electric		23	32	41	51	64	74
Air Conditioning							
Water Heating	a. Natural Gas	15	19	22	26	31	35
	b. Bottle Gas						
	c. Oil / Electric	36	47	59	70	82	100
	d. Coal / Other						
Water		63	72	81	90	103	112
Sewer							
Trash Collection		43	43	43	43	43	43
Range/Microwave		11	11	11	11	11	11
Refrigerator		12	12	12	12	12	12
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.

Complete below for the actual unit rented.

Name of Family

Address of Unit

PITTSBURG, CA 94565

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family name and address is mandatory. The information is used to establish a utility allowance schedule for all utilities and other services used to determine the family's monthly housing assistance payment and family share. HUD will use this information to ensure that the costs are reasonable. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of Housing Assistance Payment contract.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to establish a utility allowance schedule for all utilities and other services used to determine the family's monthly housing assistance payment and rental payment. HUD will use this information to ensure that the costs are reasonable.

Instructions for Form HUD-52667, Allowances For Tenant Furnished Utilities and Other Services

Form HUD -52667 shall be completed by a HA for each different type of unit as explained below. Each form shall be reproduced by the HA and given to families with their Certificate or Voucher or subsequently in connection with any revisions. The form will provide the family, while shopping for a unit, with the amount of the allowances for various types of units for rent. With these allowances the family can compare gross rents and fair market rents. Form HUD-52667 shall also be used by the HA to record the actual allowance for each family.

Level of Allowance: Utilities and other services are included in gross rent, and when they are not furnished by the owner, an allowance must be provided to the family. Allowances must be adequate for all utilities and services not provided by the owner that were included in the fair market rent. The utility allowance schedule is based **on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality.** In developing the schedule, the HA must use normal patterns of consumption for the community as a whole and current utility rates. Allowances must not be based on energy consumption or costs above average or below average income families. The objective shall be to establish allowances based on actual rates and average consumption estimates and should allow the majority of participating families an allowance that is adequate to cover expected average utility costs and other services over a 12-month period.

Determining Allowances:

- a. In general, HAs shall use to the extent possible local sources of information on the cost of utilities and services. The following local sources should be contacted:
 - (1) Electric utility suppliers.
 - (2) Natural gas utility suppliers.
 - (3) Water and sewer suppliers.
 - (4) Fuel oil and bottle gas suppliers.
 - (5) Public service commissions.
 - (6) Real estate and property management firms.
 - (7) State and local agencies.
 - (8) Appliance sales or leasing firms.

- b. Recently adopted utility allowance schedules from neighboring HAs with essentially the same type of housing stock should also be examined. In most cases fuel or utilities rates normally will not vary appreciably in neighboring communities and where data is not available in small communities' allowances for larger nearby communities may be used. Where local sources are inadequate, the HA may consult the national average consumption data provided in Table 1 and make appropriate adjustments to reflect local conditions.
- c. The HA must establish separate heating and cooling allowances for the various types of existing housing in the locality with the same number of bedrooms. Depending on local housing stock, utility allowances must be established for the following unit types: detached houses, duplexes, row or townhouses, garden and high rise apartments and manufactured homes. In addition to establishing different heating and cooling allowances for various types of structures, attention should be given to different allowances for water depending on whether families will have responsibilities for lawn care.
- d. The data to be solicited from the local sources shown above should be as close as possible in form and detail to the format of form HUD -52667. If possible, all consumption data should be obtained for each unit size and type. If data is available only for an average unit size (2.5 bedrooms), multiply the utilities costs for the average unit by the following factors:

<u>Size of Unit</u>	<u>Factor</u>
0-BR	0.5
1-BR	0.7
2-BR	0.9
3-BR	1.1
4-BR	1.4
5-BR	1.6

Example: Natural gas heating cost for average sized unit is \$18.00 per month. The allowance for a 4-bedroom unit will be 1.4 X \$18.00 = \$25.00 (rounded to nearest dollar).

Air Conditioning: Allowances for air conditioning must be established only for communities where the majority of units in the market provide centrally air conditioned units or appropriate wiring for tenant installed A/C units.

Ranges and Refrigerators: Allowances for ranges and refrigerators must be based on the lesser of the cost of leasing or installment purchasing of suitable equipment.

Utility Rate Schedules: The cost of gas and electricity varies according to amounts consumed as shown on the appropriate rate schedules. It is not possible to compute exactly the cost of electricity for any given function without knowing the total electrical usage for a unit. However, because neither the HA or the families know beforehand just what will be the combination of utilities for any unit rented, it will be necessary to approximate the allowances for each function (e.g., heating cooking, etc.) as follows:

For electricity the rates used for lighting, refrigeration and appliances (Table 1, Item I), should be from the top of the rate schedule or the higher unit costs. Allowances for electric cooking, water heating and space heating should be computed from the middle or lower steps in the rate schedules.

Similarly, allowances for gas used for water heating and cooking should be computed using rates from the top of the rate schedule and for heating from the lower steps.

Supporting Documentation: The HA shall maintain with the form HUD-52667 copies of all supporting documentation used in determining the allowances and any revisions. For instance, letters from local utility companies shall be attached plus any worksheets used by the HA in computing allowances. The material should contain, if possible, the quantities of the utilities that are the basis of the dollar allowances (e.g., kilowatt hours per unit). A copy of the utility allowance schedule must be sent to the HUD Field Office.

Table 1

Average Allowances For Tenant Purchased Utilities

Note: The consumption amounts listed below are inexact averages and must be used with caution when establishing allowances for actual projects.

	<u>Monthly Consumption</u>	
	<u>Units</u>	<u>2 1/2-BR (a)</u>
I. Electricity		
a. Lighting and Refrigeration	KWH	250-400 (b)
b. Cooking	KWH	110
c. Domestic Hot Water	KWH	340 (c)
d. Space Heating	KWH	680 (d)
e. Air Conditioning	KWH	180 (e)
II. Natural Gas And Bottle Gas		
a. Cooking	Therms	8
b. Domestic Hot Water	Therms	21 (c)
c. Space Heating	Therms	48 (d)
III. Fuel Oil		
a. Domestic Hot Water	Gals	17 (c)
b. Space Heating	Gals	40 (d)
IV. Water		
a. Domestic Use	Gals	8,000
b. Lawn	Gals	2,000

- Estimated average consumption for a hypothetical 2 1/2 bedroom dwelling unit. All consumptions listed must be adjusted for the size of the dwelling unit. Factors shown under Determining Allowances, subparagraph d, may be used for making the adjustment.
- Consumptions will vary considerably depending on electrical appliances used. Upper limits should be sufficient to provide 85 kilowatt hours for a clothes dryer and 50 kilowatt hours for a frost free refrigerator.
- The temperature of local water supply varies by geographic area and will have considerable impact on energy used to heat domestic water. This estimate is for North Central geographic areas where the average city water temperature is approximately 50° F.
- Consumptions are for housing insulated for the heating system installed. Normally a building designed for electric space heating is better insulated than one designed for gas or oil space heating equipment. Climatic conditions assumed to be 4,000 heating degree days and 0° F outside design temperature. Consumption must be adjusted for the normal heating degree days and the outside design temperature in the given geographic area.
- Consumption estimated for 1,000 degree days cooling. Actual consumption will depend on many variables.

Note: The consumption amounts listed above are inexact averages and must be used with caution when establishing allowances for actual projects.

**CITY OF PITTSBURG
HOUSING AUTHORITY MEETING MINUTES**

DATE: December 16, 2019

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)

CALL TO ORDER

Chair Killings called the meeting of the Housing Authority to order at 7:44 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, California.

ROLL CALL

Member Craft was absent and excused.

CONSENT CALENDAR

On motion by Member Floyd, seconded by Member Herring to adopt and carried unanimously.

7. Minutes of October 14, 2019
8. Disbursement List of October 31, 2019

HOUSING AUTHORITY MEMBER REMARKS

There were no Housing Authority Member remarks.

ADJOURNMENT

The Housing Authority was adjourned at 7:45 P.M. to January 21, 2020.

Respectfully submitted,

Alice E. Evenson, Secretary

PITTSBURG HOUSING AUTHORITY

Disbursement List Summary For the month of December 2019

VOUCHERS	Ck#	Amount	HAP ¹	VASH ²	UR ³	Portability	Admin. Fee	TOTAL
	149897-150026	1,613,403.41	1,194,015.18	121,590.28	10,691.82	283,525.00	3,581.13	1,613,403.41
	120119001-120119491							-
	120619001	2,758.00	2,758.00					2,758.00
								-
								-
	TOTAL	1,616,161.41	1,196,773.18	121,590.28	10,691.82	283,525.00	3,581.13	\$ 1,616,161.41

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

ADMINISTRATIVE EXPENSES	Amount	Description	TOTAL
Paid to	\$ 34,997.84	Full Time salaries	\$ 34,997.84
City of Pittsburgh	\$ -	Stipend	-
(12/19 Operating	-	Part Time salaries	-
		Overtime salaries	-
	2,429.29	Retirement	2,429.29
	7,257.25	Retirement-Pension bonds	7,257.25
	9,074.72	Health Insurance	9,074.72
	-	CalPERS Unfunded Liability - Non Sworn	-
	332.46	Additional CalPERS Pension Contribution	332.46
	69.95	Life Insurance	69.95
	1,242.61	Dental Insurance	1,242.61
	1,826.68	Workers Comp	1,826.68
	213.55	Unemployment Insurance	213.55
	118.93	Disability Ins.	118.93
	2,713.83	FICA	2,713.83
	706.24	Deferred Compensation	706.24
	930.92	Allocated Retiree/Med/Vac Buy-Bk/Empl Term	930.92
	595.58	Pension 115 Trust	595.58
	2,675.33	Retiree OPEB Costs	2,675.33
	239.84	Office Supplies	239.84
	-	Computer Software	-
	-	Textbooks	-
	560.15	Postage	560.15
	433.80	Misc Equip & Furniture < \$5,000	433.80
	-	Other Special Departmental Supplies	-
	1,022.92	Utilities (Gas, Electric & Water)	1,022.92
	152.74	Telephone - Regular	152.74
	-	Telephone - Other	-
	-	Membership Dues & Subscriptions	-
	-	Travel, Training, & Conference	-
	2,454.75	Insurance - Alloc Chgs	2,454.75
	-	Legal Fees	-
	-	Auditing Expense	-
	-	Settlement Hearing	-
	3,481.60	Other Contractual & Professional Service	3,481.60
	-	Advertising & Promotion	-
	9,783.30	Maintenance Agreements	9,783.30
	-	Maintenance & Repairs	-
	-	Equipment Rental	-
	2,375.00	Building Rental	2,375.00
	581.25	Fleet Maintenance Alloc Chgs	581.25
	1,734.75	Building Maintenance Alloc Chgs	1,734.75
	1,721.25	Information Systems Alloc Chgs	1,721.25
	-	Bad Debt Expense	-
	-	Other Fees	-
	4,735.58	Admin overhead paid to city	4,735.58
	-	Legal - Non Retainer/Non Reimbursable	-
	-	Capital Equipment & Furniture	-
	-	Misc Equip & Furniture < \$5,000	-
	-	Other Special Departmental Supplies - Rental	-
	-	Utilities (Gas, Electric, & Water) - Rental	-
	-	Advertising & Promotion - Rental	-
	-	Other Contractual & Professional Service - Rental	-
	145.00	Maintenance & Repairs - Rental	145.00
	-	Property Tax payment - Rental	-
	213.59	Other fees - Rental	213.59
	-	Lighting & Landscape Assessment - Rental	-
	-	CCCERA Interfund Loan Payback	-
	1,556.67	Transfer-Out to OPEB (Unfunded Liabilities)	1,556.67
TOTAL	96,377.37		96,377.37

VOIDED CHECKS & ADJUSTMENTS	Ck#	Amount	Reason	TOTAL
	12011900	(37.41)	ACH returned - account closed	(37.41)
	90119020	(662.00)	Contract ended 8/30/19	(662.00)
	10011901	(662.00)	Contract ended 8/30/19	(662.00)
	11011901	(662.00)	Contract ended 8/30/19	(662.00)
	12011902	(662.00)	Contract ended 8/30/19	(662.00)
				-
				-
TOTAL		(2,685.41)		\$ (2,685.41)

NET of Issued and Voided \$ 1,709,853.37

Lauri Mery 1/8/20

Check Summary

December 1, 2019

Check Number	Check Date	Payee Tax ID	Payee	Amount
Housing Choice Voucher				
* 149897	12/1/19	*****6316	Alina D Arana	23.00
149898	12/1/19	*****2494	Amana K Cornish	42.00
149899	12/1/19	*****9926	Annisha L Geran	61.00
149900	12/1/19	*****9373	Antonio R Nazareta	109.00
149901	12/1/19	*****2017	Ashley Davis	189.00
149903	12/1/19	*****0898	Burhan Nawabi	57.00
149904	12/1/19	*****2605	Charles C Robinson	9.00
149905	12/1/19	*****0284	Christopher R Wingfield	466.00
149906	12/1/19	*****7655	Ciara Fagin	78.00
149907	12/1/19	*****5232	Danielle M Thomas	151.00
149908	12/1/19	*****3976	Darren M Thompson	23.00
149909	12/1/19	*****0221	Daytre Harvey	142.00
149910	12/1/19	*****2319	Delfonse A Lewis	173.00
149911	12/1/19	*****1747	Dorothy T Paige	51.00
149912	12/1/19	*****2521	Erica W Kelley	34.00
149913	12/1/19	*****3840	Eva L Mangum	94.00
149915	12/1/19	*****4091	Joshua C Perez	80.00
149916	12/1/19	*****2309	Kawanda M Dotson	23.00
149917	12/1/19	*****7294	Khadijah Jackson	71.00
149918	12/1/19	*****7295	Kimberly Hardy	37.00
149919	12/1/19	*****7253	Laneava S Blanks	217.00
149920	12/1/19	*****5201	Laquita Dillon	85.00
149921	12/1/19	*****8123	Lashonda Crockett	9.00
149922	12/1/19	*****3960	Lyniece N Eddins	190.00
149923	12/1/19	*****6385	Marcia Price	144.00
149924	12/1/19	*****7280	Mareece M Harrison	23.00
149925	12/1/19	*****5133	Mary P Grigsby	3.00
149926	12/1/19	*****8042	Melissa J Perkins	200.00
149928	12/1/19	*****1697	Mieka L Bratton	49.00
149929	12/1/19	*****8275	Mildred G Botello	99.00
149930	12/1/19	*****6104	Monae J Coleman	117.00
149931	12/1/19	*****2674	Monika Smith	8.00
149932	12/1/19	*****3086	Montalabra T Perea	67.00
149933	12/1/19	*****9905	Nakisha Fountain	225.00

149934	12/1/19	*****4119	Pashenia D Sanders	182.00
149936	12/1/19	*****6935	Samaiyah A Warren	154.00
149937	12/1/19	*****3403	Shanae V Washington	103.00
149938	12/1/19	*****1512	Shawn A Prince	37.00
149940	12/1/19	*****3542	Starr C Bronson	12.00
149941	12/1/19	*****5301	Tiffany N Butler	81.00
149943	12/1/19	*****5715	Latisha M Williams	168.00
149944	12/1/19	*****9283	Latoya C Roper	43.00
149945	12/1/19	*****7435	Mary L Parker	233.00
149946	12/1/19	*****2890	Raquel E Miller	41.00
149947	12/1/19	*****8147	Willa Gohegan	33.00
149948	12/1/19	*****8623	Kimberly A Limas	201.00
149949	12/1/19	*****0164	Bobbie J Royston	109.00
149950	12/1/19	*****4208	Ono c Rothschild	296.00
149951	12/1/19	*****2184	Evelyn Smith	53.00
149952	12/1/19	*****5175	Mary C Johnson	48.00
149953	12/1/19	*****9858	Livis J Sanders	122.00
149954	12/1/19	*****8612	Regina D Tucker	68.00
149955	12/1/19	*****9687	Carol J Davis	35.00
149956	12/1/19	*****6015	Sherron A Camp	218.00
149957	12/1/19	*****1482	Tahira M Edwards	14.00
149958	12/1/19	*****0531	Akilah Z Parker	69.00
149959	12/1/19	*****5492	Michelle m Williams	14.00
149960	12/1/19	*****4842	Tyisha C Paulk	203.00
149961	12/1/19	*****7135	Michele N Nichols	92.00
149962	12/1/19	*****5626	Lashawn P Fields	65.00
149963	12/1/19	*****1903	Ebony D Loud	4.00
149964	12/1/19	*****5232	Kristina M Greer	16.00
149965	12/1/19	*****3113	Mannah S Parrott	233.00
149966	12/1/19	*****0248	Abdul A Wardak	14.00
149967	12/1/19	*****3181	Shirley J Strausbaugh	8.00
149968	12/1/19	*****2695	Monique Thompson	1.00
149969	12/1/19	*****4776	Birdie D Ajaebo	2.00
149970	12/1/19	*****5844	Daarina a Bey	143.00
149971	12/1/19	*****8122	Mikeshia R Harp	67.00
149972	12/1/19	*****5298	Gloria F Nelson	23.00
149973	12/1/19	*****0903	Virgie r Gray	78.00
149974	12/1/19	*****2822	Meo T Tran	7.00
149975	12/1/19	*****6507	Melissa R Griffin	23.00
149976	12/1/19	*****2140	Leslee r Rockett	52.00
149977	12/1/19	*****3869	Charlene M Best	110.00

149978	12/1/19	*****1062	Lateefah S Camacho	203.00
149979	12/1/19	*****4721	Ebony N Manning	83.00
149980	12/1/19	*****2217	Camille A Lascano	165.00
149981	12/1/19	*****6571	Tasha S Sargent	225.00
149982	12/1/19	*****9229	Sonia M Guevara	124.00
149983	12/1/19	*****5288	Nicole m Magnus	19.00
149984	12/1/19	*****1606	Tamika Brown	47.00
149985	12/1/19	*****8511	Tantasha Y Dutye	165.00
149986	12/1/19	*****5083	Crystal j Houston	185.00
149987	12/1/19	*****1696	Angela M Varela	81.00
149988	12/1/19	*****1885	Lakisha Mitchell	18.00
149989	12/1/19	*****8818	Lisa n Macpheators	197.00
149990	12/1/19	*****6573	Hermajo L Hoskins	38.00
149991	12/1/19	*****0434	Lakeishia B Pettus	15.00
149992	12/1/19	*****7561	Durrell L James	39.00
149993	12/1/19	*****5304	Tina M Nolen	218.00
149994	12/1/19	*****9996	Crystal A Wyrick	42.00
149995	12/1/19	*****2542	Sau C Ly	11.00
149996	12/1/19	*****0840	Dalisha L Bernstine	101.00
149997	12/1/19	*****6622	Dekima R Dotson	7.00
149998	12/1/19	*****6953	Nathan Banks JR	16.00
149999	12/1/19	*****3841	Hangama Karimi	141.00
150000	12/1/19	*****6605	Reshundra M Walker	65.00
150001	12/1/19	*****2730	Jolene L Carlos	205.00
150002	12/1/19	*****6995	Graciela Arroyo	49.00
150003	12/1/19	*****0031	Tiaira A Modicue	198.00
150004	12/1/19	*****0195	Shanoria s Sasser	75.00
150005	12/1/19	*****7390	Masuda Nawabi	39.00
150006	12/1/19	*****0460	Earlinda L Brown	132.00
150007	12/1/19	*****1951	Vinisha D Thornton	76.00
150008	12/1/19	*****7822	Daudi K Edmond	48.00
150009	12/1/19	*****9325	JOW & AAW, LLC	1,583.00
150010	12/1/19	*****9326	Western Addition Apartments, LLC	1,821.00
150012	12/1/19	*****0339	Shanda Arnold	1,805.00
150013	12/1/19	*****2979	Mr. Donald Rhodes C/O Paul Shatswell Estate	1,487.00
150014	12/1/19	*****7079	Federal D Glover	2,519.00
150015	12/1/19	*****0849	Praveen Gupta	1,793.00
150016	12/1/19	*****0348	Hartz Property Management	1,586.00
150017	12/1/19	*****1057	Diamond Hillside Apartments	1,561.00
150018	12/1/19	*****0978	King County Housing Authority	1,025.35

150019	12/1/19	*****4593	Miaogen Lu		1,949.00
150020	12/1/19	*****3124	Dante McDonald		281.00
150021	12/1/19	*****2593	Ba Nguyen Thu Thi Ngo		3,476.00
150022	12/1/19	*****9182	Lorene Paysinger		1,791.00
150023	12/1/19	*****7243	Linda Phon		945.00
150024	12/1/19	*****8651	Zaoxin Rong		2,118.00
150025	12/1/19	*****8191	Albert S Tam		1,593.00
150026	12/1/19	*****9322	Western Upper Haight Street Apartments, LLC		1,974.00
* 120119001	12/1/19	*****6215	Janet Brown	DD - ES	37.41
120119002	12/1/19	*****2626	9th Street Associates, LP	DD - ES	4,004.00
120119003	12/1/19	*****0229	Meerwais Abdiani	DD - ES	899.00
120119004	12/1/19	*****8167	ABJ Enterprises, Inc. dba Blue Line Property Management	DD - ES	14,984.00
120119005	12/1/19	*****6825	A Classey Corp. DBA: ACL Property Management	DD - ES	2,088.00
120119006	12/1/19	*****6232	Rosario Aguilar	DD - ES	783.00
120119007	12/1/19	*****5759	Rosa Aguirre	DD - ES	2,116.00
120119008	12/1/19	*****9530	Demetrius Alexander	DD - ES	1,754.00
120119009	12/1/19	*****5726	Jane Alexander	DD - ES	931.00
120119010	12/1/19	*****9681	Dale Alvarez	DD - ES	1,596.00
120119012	12/1/19	*****0104	Cecilia Anderson	DD - ES	2,643.00
120119013	12/1/19	*****9111	Shawn Anderson	DD - ES	1,681.00
120119014	12/1/19	*****5951	Stoneman Apartments	DD - ES	26,741.00
120119015	12/1/19	*****5951	Stoneman Apartments	DD - ES	23,181.00
120119016	12/1/19	*****8701	Mariteresa Arenson c/o Select 1 Realty	DD - ES	1,735.00
120119017	12/1/19	*****0707	Sergeant or Sima Austin	DD - ES	1,754.00
120119018	12/1/19	*****4941	Shruti Motilal Ba-Harani	DD - ES	2,148.00
120119019	12/1/19	*****2764	Mel L. Banagan	DD - ES	1,719.00
120119020	12/1/19	*****4138	Carlos G. Barraza	DD - ES	808.00
120119021	12/1/19	*****3909	Ken Bartlett	DD - ES	2,257.00
120119022	12/1/19	*****5979	John Bedford	DD - ES	1,083.00
120119023	12/1/19	*****9093	Holly A Hawkins	DD - ES	5,324.00
120119025	12/1/19	*****8614	Charles Bell and Camino Johnson-Bell	DD - ES	1,662.00
120119026	12/1/19	*****2521	Belmont Apartments	DD - ES	32,474.00
120119027	12/1/19	*****2521	Belmont Apartments	DD - ES	32,036.00
120119028	12/1/19	*****2521	Belmont Apartments	DD - ES	27,674.00
120119029	12/1/19	*****2521	Belmont Apartments	DD - ES	22,003.00
120119030	12/1/19	*****5996	Alex Benjamin	DD - ES	1,572.00

120119031	12/1/19	*****6465	Tennyson Berry	DD - ES	1,695.00
120119032	12/1/19	*****8634	Bethel Global Development LLC	DD - ES	1,742.00
120119033	12/1/19	*****2209	Gina Bhatia	DD - ES	2,891.00
120119034	12/1/19	*****7075	Som N Bhatia	DD - ES	3,969.00
120119035	12/1/19	*****0602	Pinakin Bhatt	DD - ES	2,386.00
120119036	12/1/19	*****8470	Joseph B. Bachir	DD - ES	1,626.00
120119037	12/1/19	*****5924	Steven Booras	DD - ES	2,265.00
120119038	12/1/19	*****1438	2018-2 IH Borrower LP	DD - ES	2,085.00
120119039	12/1/19	*****2439	Rosie M Boyd	DD - ES	2,498.00
120119040	12/1/19	*****3037	Kelly Ann Bradford	DD - ES	1,451.00
120119041	12/1/19	*****6215	Janet Brown	DD - ES	2,066.59
120119042	12/1/19	*****7469	Jessica G. Platt	DD - ES	1,485.00
120119043	12/1/19	*****9783	Lauren H Brown	DD - ES	1,753.00
120119044	12/1/19	*****9954	Blue Sapphire Homes, Inc.	DD - ES	2,273.00
120119045	12/1/19	*****2142	Huong T. Bui	DD - ES	3,666.00
120119046	12/1/19	*****3187	Burga Family California Trust	DD - ES	1,946.00
120119049	12/1/19	*****3026	Jerome Busby	DD - ES	1,545.00
120119051	12/1/19	*****4042	Donnell I. Carson	DD - ES	1,851.00
120119052	12/1/19	*****5079	Castle Creek Company, Inc.	DD - ES	1,557.00
			Trust Account		
120119053	12/1/19	*****6869	Cora Ann Chambers	DD - ES	2,000.00
120119054	12/1/19	*****6228	Gayle Chamberlain	DD - ES	856.00
120119055	12/1/19	*****0398	Kan Chuen Chan	DD - ES	2,050.00
120119056	12/1/19	*****5571	P. M. Chaobal	DD - ES	2,499.00
120119057	12/1/19	*****9661	Chao Chen	DD - ES	2,150.00
120119058	12/1/19	*****1853	Hong Chen	DD - ES	4,568.00
120119059	12/1/19	*****8946	Jienlin Chen	DD - ES	2,293.00
120119060	12/1/19	*****0128	Ping Chen	DD - ES	209.00
120119061	12/1/19	*****2680	Sherry Chen	DD - ES	1,501.00
120119062	12/1/19	*****4714	Wenhua Chen	DD - ES	2,417.00
120119063	12/1/19	*****5473	Hwa-Yoong Chiu	DD - ES	2,400.00
120119064	12/1/19	*****3211	Ada Choi	DD - ES	2,241.00
120119065	12/1/19	*****2454	Chun Ok Choi	DD - ES	6,076.00
120119066	12/1/19	*****0310	City of Pittsburg Housing Authority	DD - ES	5,224.00
120119067	12/1/19	*****3591	Juan F. Clara	DD - ES	1,345.00
120119068	12/1/19	*****7054	Ping Cao	DD - ES	1,094.00
120119069	12/1/19	*****1362	College Park Housing Authority	DD - ES	851.28
120119070	12/1/19	*****9873	Angel Contreras	DD - ES	2,860.00
120119071	12/1/19	*****1814	Tonette Sharice Cooper	DD - ES	2,689.00
120119072	12/1/19	*****0855	Adolph Rudolph Cortesi III	DD - ES	1,580.00

120119073	12/1/19	*****5708	David Elmer Cortesi	DD - ES	1,541.00
120119074	12/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	2,886.35
120119075	12/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	7,539.98
120119076	12/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	1,460.00
120119077	12/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	1,623.63
120119078	12/1/19	*****0746	Contra Costa County Housing Authority	DD - ES	1,393.28
120119079	12/1/19	*****7194	Maria G. Costa	DD - ES	771.00
120119080	12/1/19	*****1944	Melonie C. Miles - Trustee Phillip Cotton and Freddie Cotton 2005 Trust	DD - ES	2,007.00
120119081	12/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	21,806.00
120119082	12/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	23,624.00
120119083	12/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	23,846.00
120119084	12/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	4,554.00
120119085	12/1/19	*****6569	Jeannette D. Crespo	DD - ES	2,526.00
120119086	12/1/19	*****7900	Patricia Crosby	DD - ES	1,447.00
120119087	12/1/19	*****3327	Jorge Robert Dagys Delevan Catty Leticia Pajoluk	DD - ES	1,899.00
120119088	12/1/19	*****6248	Justin Dailey	DD - ES	1,510.00
120119089	12/1/19	*****8853	Antoinette Davis	DD - ES	963.00
120119090	12/1/19	*****2963	Audrey Davis	DD - ES	1,484.00
120119091	12/1/19	*****0396	Kesha E. Davis	DD - ES	1,286.00
120119092	12/1/19	*****8929	Kevin Davidson	DD - ES	1,200.00
120119093	12/1/19	*****4961	Paulette Davis	DD - ES	1,651.00
120119094	12/1/19	*****6115	Roshan M. Davis	DD - ES	1,438.00
120119095	12/1/19	*****9068	Jagdeep or Shashi Dayal	DD - ES	4,407.00
120119096	12/1/19	*****2031	Wayman Dea	DD - ES	2,274.00
120119097	12/1/19	*****8370	Charles Dellamore	DD - ES	1,633.00
120119098	12/1/19	*****5882	David De La Torre	DD - ES	1,364.00
120119100	12/1/19	*****1004	Brigitte P. Doan	DD - ES	7,266.00
120119101	12/1/19	*****3531	Anna Phuongnam Thi Do	DD - ES	2,048.00
120119102	12/1/19	*****9716	JoAnn or Larry Domina	DD - ES	1,137.00
120119103	12/1/19	*****6538	Linda Duong	DD - ES	1,048.00
120119104	12/1/19	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	4,062.00
120119105	12/1/19	*****0372	Doris Engle Family Ltd Partnership c/o Select 1 Realty	DD - ES	1,318.00
120119106	12/1/19	*****3757	Alma B Espiritu	DD - ES	1,732.00
120119107	12/1/19	*****6095	Rosario Espejo	DD - ES	1,825.00
120119108	12/1/19	*****8122	Gerardo M. Esquivel	DD - ES	1,348.00

120119109	12/1/19	*****6027	Jianxin Fang Jia Liu	DD - ES	4,858.00
120119110	12/1/19	*****3835	Michael Mao C/O Jing Feng	DD - ES	1,693.00
120119111	12/1/19	*****8236	Anthony Ferrell	DD - ES	1,749.00
120119112	12/1/19	*****3881	FFAH Marina Heights LLC	DD - ES	15,866.00
120119113	12/1/19	*****3881	FFAH Marina Heights LLC	DD - ES	18,438.00
120119114	12/1/19	*****3881	FFAH Marina Heights LLC	DD - ES	17,270.00
120119115	12/1/19	*****3881	FFAH Marina Heights LLC	DD - ES	7,542.00
120119116	12/1/19	*****2790	Barbara J. Fierner	DD - ES	1,675.00
120119117	12/1/19	*****9447	Joseph Field	DD - ES	1,154.00
120119118	12/1/19	*****7691	Hernan Roberto Figueroa	DD - ES	1,362.00
120119120	12/1/19	*****0962	Tochia D. Brewster Fleeton	DD - ES	1,444.00
120119121	12/1/19	*****5773	Alexander Flowers	DD - ES	1,340.00
120119122	12/1/19	*****1547	HomeForward (Housing Authority of Portland)	DD - ES	1,737.55
120119123	12/1/19	*****4032	Fox Creek Apartments	DD - ES	24,845.00
120119124	12/1/19	*****4032	Fox Creek Apartments	DD - ES	9,423.00
120119125	12/1/19	*****0284	Monica Fraga	DD - ES	846.00
120119126	12/1/19	*****6894	Rejois O. Frazier or Leroy Myers	DD - ES	1,728.00
120119127	12/1/19	*****6265	Mr. Darren Fuller	DD - ES	1,384.00
120119128	12/1/19	*****8997	Fan Fuller	DD - ES	364.00
120119129	12/1/19	*****7132	Cathy Fung	DD - ES	2,534.00
120119130	12/1/19	*****9634	Gialene Gaines	DD - ES	1,750.00
120119131	12/1/19	*****8306	Bao Wen Gao	DD - ES	2,681.00
120119132	12/1/19	*****6981	Adraine Gardner	DD - ES	2,165.00
120119133	12/1/19	*****4278	Antoinette L Garcia	DD - ES	1,345.00
120119134	12/1/19	*****7036	David Gardner	DD - ES	2,372.00
120119135	12/1/19	*****0785	Rupesh Garg Samantha Garg	DD - ES	1,977.00
120119136	12/1/19	*****2931	William H. Gardiner	DD - ES	2,269.00
120119137	12/1/19	*****5111	Gateway Apartments	DD - ES	4,701.00
120119138	12/1/19	*****5298	Parvindokht Ghaboulidashti	DD - ES	1,103.00
120119139	12/1/19	*****2770	Eva Gholson	DD - ES	3,300.00
120119140	12/1/19	*****1145	Vernon or Eva Gholson	DD - ES	2,620.00
120119141	12/1/19	*****5958	Jacqueline Gill	DD - ES	1,695.00
120119142	12/1/19	*****3566	Mahavir Gill Mahavir S Gill Sr	DD - ES	5,279.00
120119143	12/1/19	*****8187	Sukpran Gill	DD - ES	1,487.00
120119144	12/1/19	*****6084	Gold A and S LLC	DD - ES	2,412.00
120119145	12/1/19	*****3032	Jesse Gonzaga	DD - ES	2,181.00
120119146	12/1/19	*****2367	Ting Gong	DD - ES	2,290.00
120119147	12/1/19	*****6940	Frances Greene	DD - ES	2,107.00

120119148	12/1/19	*****4872	Rodney Green	DD - ES	1,136.00
120119149	12/1/19	*****3361	Rupinder Grewal	DD - ES	1,996.00
120119150	12/1/19	*****7325	Patricia Gridley	DD - ES	1,025.00
120119151	12/1/19	*****6305	Italo Grossi	DD - ES	1,570.00
120119152	12/1/19	*****6721	Amparo Guardado Cesar Q. Guardado	DD - ES	1,258.00
120119153	12/1/19	*****0940	Krystle Guan	DD - ES	4,372.00
120119154	12/1/19	*****5987	Bob Gunson Real Estate C/O Julie Hang	DD - ES	1,422.00
120119155	12/1/19	*****5267	Abhilash Gupta	DD - ES	3,250.00
120119156	12/1/19	*****7930	Donald R. Watson, Sr.	DD - ES	442.00
120119157	12/1/19	*****2314	Nicole Hackett	DD - ES	1,746.00
120119158	12/1/19	*****6176	Asharfun Nisha Hafiz	DD - ES	1,720.00
120119159	12/1/19	*****0457	Jeffrey Paul Hagler	DD - ES	3,612.00
120119160	12/1/19	*****9827	Delores Jane Hall	DD - ES	1,532.00
120119161	12/1/19	*****4299	Clarence Jerome Hardison	DD - ES	1,658.00
120119162	12/1/19	*****6228	David L Hart	DD - ES	1,779.00
120119163	12/1/19	*****1769	Lawrence Harrold	DD - ES	7,193.00
120119164	12/1/19	*****7423	Delta Hawaii Garden Apartments LLC	DD - ES	4,237.00
120119165	12/1/19	*****5859	Chuanhu He	DD - ES	1,810.00
120119166	12/1/19	*****6728	David T. Hennigan	DD - ES	16,313.00
120119167	12/1/19	*****3097	Silvester C. Henderson	DD - ES	3,943.00
120119168	12/1/19	*****5221	Anna Hernandez	DD - ES	1,512.00
120119169	12/1/19	*****3423	Sally Lea Hickman	DD - ES	1,493.00
120119170	12/1/19	*****1603	Marva Hill	DD - ES	632.00
120119171	12/1/19	*****6255	Carl E. Hoard II	DD - ES	515.00
120119172	12/1/19	*****7386	Hanh Huu Hoang	DD - ES	2,789.00
120119173	12/1/19	*****4106	Albert Ho	DD - ES	1,784.00
120119174	12/1/19	*****2084	Annie Ho The Annie Ho Living Trust	DD - ES	1,161.00
120119175	12/1/19	*****8576	Joyce Ann Hoffman	DD - ES	1,452.00
120119176	12/1/19	*****7451	Gloria H. Holbrook	DD - ES	1,516.00
120119177	12/1/19	*****4543	Ronald G. Holmes	DD - ES	950.00
120119178	12/1/19	*****2768	Invitation Homes	DD - ES	2,165.00
120119179	12/1/19	*****5700	Tony Ho	DD - ES	1,261.00
120119180	12/1/19	*****9956	Cheng Huang	DD - ES	2,899.00
120119181	12/1/19	*****1535	Fanny Kao Huang	DD - ES	2,223.00
120119182	12/1/19	*****8816	Ming Zin Huang	DD - ES	2,801.00
120119183	12/1/19	*****7984	Tao Huang	DD - ES	6,753.00
120119184	12/1/19	*****9084	Nancy Xiu Zhen Hu	DD - ES	2,327.00
120119185	12/1/19	*****6229	Thinh Trieu Huynh	DD - ES	2,307.00
120119186	12/1/19	*****0778	IGreen House Inc.	DD - ES	1,189.00

120119187	12/1/19	****4320	IH2 Property West, L.P.	DD - ES	1,361.00
120119188	12/1/19	****7951	IH5 Property West LP	DD - ES	2,904.00
120119189	12/1/19	****8323	Keyee Investment LLC	DD - ES	808.00
120119190	12/1/19	****1017	LaShon D Irving	DD - ES	1,951.00
120119191	12/1/19	****0911	Mario Isidro	DD - ES	1,955.00
120119192	12/1/19	****6821	Michael or Kay Isola	DD - ES	1,110.00
120119193	12/1/19	****4913	Jabbarr Love	DD - ES	1,321.00
120119194	12/1/19	****2036	Brandi Jackson c/o Perry Realty Team	DD - ES	2,120.00
120119195	12/1/19	****5120	Deepika Sameer Jain	DD - ES	7,134.00
120119196	12/1/19	****4910	Sameer Jain	DD - ES	5,719.00
120119197	12/1/19	****3307	Vishal S. Jain	DD - ES	1,952.00
120119198	12/1/19	****1349	Jason Le	DD - ES	2,561.00
120119199	12/1/19	****6917	Jian Xing Zhang	DD - ES	1,493.00
120119200	12/1/19	****5506	Jason K. Johnson	DD - ES	2,804.00
120119201	12/1/19	****8569	Ronita Johnson	DD - ES	1,487.00
120119202	12/1/19	****8867	James Jones	DD - ES	1,963.00
120119203	12/1/19	****2434	Sharon Jones	DD - ES	1,756.00
120119204	12/1/19	****4905	Mostaeen B Jouya	DD - ES	2,219.00
120119205	12/1/19	****3526	JPH Investment Trust	DD - ES	2,493.00
120119206	12/1/19	****5647	Om Parkash Kalra	DD - ES	3,183.00
120119207	12/1/19	****8425	Wei Kang	DD - ES	4,216.00
120119208	12/1/19	****7429	Navkirandeep Kaur	DD - ES	2,436.00
120119209	12/1/19	****6180	K. E. M. Group LLC	DD - ES	1,899.00
120119210	12/1/19	****9411	Anthony Keslinke	DD - ES	1,502.00
120119211	12/1/19	****2578	Faraz Ali Khan	DD - ES	1,144.00
120119212	12/1/19	****0839	Alan T. Kilpatrick	DD - ES	441.00
120119213	12/1/19	****0888	KW Kirker Creek, LLC	DD - ES	2,993.00
120119214	12/1/19	****7475	Qi Yun Kuang	DD - ES	6,038.00
120119215	12/1/19	****8506	Simon Kailiang Kuang	DD - ES	1,658.00
120119216	12/1/19	****9316	Zdzislaw Kujawa	DD - ES	1,337.00
120119217	12/1/19	****2585	Daniel Kwan	DD - ES	3,525.00
120119218	12/1/19	****6229	Simon Chuen-Sang Kwong	DD - ES	1,153.00
120119219	12/1/19	****8326	Thomas LaFleur	DD - ES	1,487.00
120119220	12/1/19	****7845	Chow Kang Lam	DD - ES	2,102.00
120119221	12/1/19	****6520	Shirley Manly-Lampkin	DD - ES	1,032.00
120119222	12/1/19	****6102	Maria Lara	DD - ES	1,608.00
120119223	12/1/19	****7975	Peter C. Larsen	DD - ES	1,449.00
120119224	12/1/19	****2401	Kevin Lassair Terrilyn Lassair	DD - ES	1,954.00
120119225	12/1/19	****4732	Latif, LLC	DD - ES	3,167.00

120119226	12/1/19	*****8107	Marnita G. Lawson	DD - ES	1,093.00
120119227	12/1/19	*****2293	LCSTAR, LLC	DD - ES	4,481.00
120119228	12/1/19	*****0984	Dao Tran Le	DD - ES	550.00
120119229	12/1/19	*****8548	Jack Wai Lee	DD - ES	2,046.00
120119230	12/1/19	*****1755	Siu Wan Windytiti Lee	DD - ES	1,926.00
120119231	12/1/19	*****2527	Steven Lee	DD - ES	1,678.00
120119232	12/1/19	*****5289	Yuhjen Juang Lee	DD - ES	1,790.00
120119233	12/1/19	*****7087	Huy Nguyen Le	DD - ES	2,700.00
120119234	12/1/19	*****1860	Lena Le	DD - ES	897.00
120119235	12/1/19	*****3782	Joseph C. Lerma	DD - ES	1,052.00
120119236	12/1/19	*****3555	Yiping I. and Frederic Leroudier	DD - ES	2,100.00
120119237	12/1/19	*****3410	John M. Leung	DD - ES	7,292.00
120119238	12/1/19	*****3743	May Leung or Rodney Chen	DD - ES	3,788.00
120119239	12/1/19	*****2110	Peter Leung	DD - ES	2,551.00
120119240	12/1/19	*****5185	Fortunee Lichaa	DD - ES	936.00
120119241	12/1/19	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	9,391.00
120119242	12/1/19	*****0416	Faqiang Li	DD - ES	681.00
120119243	12/1/19	*****8871	Jie Li	DD - ES	1,984.00
120119244	12/1/19	*****7827	Jinhuan Li	DD - ES	1,524.00
120119245	12/1/19	*****9346	Joshua Li	DD - ES	1,437.00
120119246	12/1/19	*****5495	Jian S Lin	DD - ES	1,669.00
120119247	12/1/19	*****2649	Tim Lindstrom c/o AAA Property Management	DD - ES	1,133.00
120119248	12/1/19	*****3881	Vivian Y Li	DD - ES	516.00
120119250	12/1/19	*****0050	Wei Min Li	DD - ES	1,712.00
120119251	12/1/19	*****9003	Ying Hong Li	DD - ES	1,513.00
120119252	12/1/19	*****0198	Belkis Zhong Li	DD - ES	2,894.00
120119253	12/1/19	*****1646	Paul Long	DD - ES	2,429.00
120119254	12/1/19	*****1474	Los Medanos Village Apartments	DD - ES	17,984.00
120119255	12/1/19	*****7531	Tony or Yvonne Louie	DD - ES	1,393.00
120119256	12/1/19	*****1790	Valerie Love	DD - ES	544.00
120119257	12/1/19	*****5602	Marshall & Sonya Lowe	DD - ES	1,116.00
120119258	12/1/19	*****3708	Anthony Charles Loyola	DD - ES	1,300.00
120119259	12/1/19	*****7720	Jose Loza	DD - ES	693.00
120119260	12/1/19	*****2354	Andrew Kin Lui	DD - ES	5,259.00
120119261	12/1/19	*****4658	Wei Liu Guangxin Frank Liu	DD - ES	1,871.00
120119262	12/1/19	*****7843	The Entrust Group, Inc. FBO Theodore Lum IRA (acct #34892)	DD - ES	3,260.00
120119263	12/1/19	*****1821	Curtis H. Lundberg	DD - ES	581.00
120119264	12/1/19	*****1596	Kenneth Luong	DD - ES	1,581.00

120119265	12/1/19	*****1494	Xiangwen Lu	DD - ES	2,767.00
120119266	12/1/19	*****2147	Chi Vien Ly	DD - ES	1,607.00
120119267	12/1/19	*****5430	Kiet A. Ly	DD - ES	1,794.00
120119268	12/1/19	*****6525	Madelyn Ann Massey Trustee of the 2017 Massey Family Trust	DD - ES	1,640.00
120119269	12/1/19	*****5865	Rakesh Madra	DD - ES	1,237.00
120119270	12/1/19	*****2191	Radha Mahesram	DD - ES	1,939.00
120119271	12/1/19	*****7358	Mahnoor Tariq	DD - ES	2,670.00
120119272	12/1/19	*****4372	Jennifer Leung Ma	DD - ES	3,256.00
120119273	12/1/19	*****1989	Jeff Mann	DD - ES	5,901.00
120119274	12/1/19	*****5378	Glenn Marshall	DD - ES	2,500.00
120119275	12/1/19	*****2875	Marla Y Harrison	DD - ES	537.00
120119276	12/1/19	*****9317	Ramey J Marquez	DD - ES	1,640.00
120119277	12/1/19	*****4697	Elisa Aurora Martinez	DD - ES	2,776.00
120119278	12/1/19	*****9206	Demetria d Mason	DD - ES	1,850.00
120119279	12/1/19	*****6768	Matrixone Realty	DD - ES	1,041.00
120119280	12/1/19	*****5255	Helen McCarthy	DD - ES	1,946.00
120119281	12/1/19	*****7174	Samuel McCree	DD - ES	1,239.00
120119282	12/1/19	*****6494	Dorothy McDonald	DD - ES	1,708.00
120119284	12/1/19	*****1152	Janice K McLean	DD - ES	1,252.00
120119285	12/1/19	*****4675	Meadow Glen Apartments	DD - ES	1,912.00
120119286	12/1/19	*****9866	Tatung Mei	DD - ES	3,564.00
120119287	12/1/19	*****4316	Joel Mejia	DD - ES	614.00
120119288	12/1/19	*****5245	Jinyu Meng	DD - ES	761.00
120119289	12/1/19	*****4885	Sabine Menzel	DD - ES	5,250.00
120119290	12/1/19	*****0133	Mercedes P. Johnson	DD - ES	561.00
120119291	12/1/19	*****8272	Hector Meza	DD - ES	1,650.00
120119292	12/1/19	*****9885	Andrew S Miloslavich	DD - ES	1,668.00
120119293	12/1/19	*****7437	Perchak Properties for Carol Miller	DD - ES	1,940.00
120119294	12/1/19	*****9782	Maryann Miller	DD - ES	1,194.00
120119295	12/1/19	*****2618	Carlos J Miranda	DD - ES	702.00
120119296	12/1/19	*****0772	Hassan Mirabedi	DD - ES	7,923.00
120119297	12/1/19	*****6741	Gwendolyn Mitchell	DD - ES	3,798.00
120119298	12/1/19	*****7083	Ronnie Eric Moffett Estate	DD - ES	2,018.00
120119299	12/1/19	*****6340	Moe Mojaddidi	DD - ES	3,000.00
120119300	12/1/19	*****0985	Rodney Montgomery or Sharon Montgomery	DD - ES	1,647.00
120119301	12/1/19	*****4676	Erik L Morris	DD - ES	2,131.00
120119302	12/1/19	*****3624	Diane Morin	DD - ES	1,790.00
120119303	12/1/19	*****3642	Eva Munn	DD - ES	952.00
120119304	12/1/19	*****8820	Brien Brothers, LLC C/O Mynd Management, IC.	DD - ES	1,618.00

120119305	12/1/19	*****0105	Ehsan Nabkel	DD - ES	3,554.00
120119306	12/1/19	*****9276	Fariba Naji	DD - ES	1,861.00
120119307	12/1/19	*****6234	Shinder Paul Narabut	DD - ES	7,135.00
120119308	12/1/19	*****0054	NC Associates, Inc.	DD - ES	17,227.00
120119309	12/1/19	*****9180	Michael Nelson	DD - ES	2,339.00
120119310	12/1/19	*****5257	Guy Nesbeth	DD - ES	2,953.00
120119311	12/1/19	*****1072	Dominic Y Ng	DD - ES	3,127.00
120119312	12/1/19	*****3604	Knowland Ging Ng	DD - ES	4,749.00
120119313	12/1/19	*****8594	Patrick Ng Mike Perry, Property Manager	DD - ES	1,709.00
120119314	12/1/19	*****0738	Hieu Nguyen	DD - ES	2,033.00
120119315	12/1/19	*****7154	Huy Quang Nguyen	DD - ES	2,419.00
120119316	12/1/19	*****8307	Mai Thi Thanh Nguyen	DD - ES	1,925.00
120119317	12/1/19	*****4366	Quyen Nguyen	DD - ES	1,900.00
120119318	12/1/19	*****8241	Tieu Nguyen	DD - ES	1,358.00
120119319	12/1/19	*****2660	Nichole Nicholson	DD - ES	2,303.00
120119320	12/1/19	*****7265	Ernest Nichols III	DD - ES	3,184.00
120119321	12/1/19	*****6497	Peter Niloufari	DD - ES	2,508.00
120119323	12/1/19	*****8129	Kevin Nord Nord Investment Real Estate	DD - ES	1,350.00
120119324	12/1/19	*****0056	Richard A Norte	DD - ES	2,603.00
120119325	12/1/19	*****2286	North State Financial, Inc.	DD - ES	1,501.00
120119326	12/1/19	*****7171	New Way Management Services, Inc.	DD - ES	22,371.00
120119327	12/1/19	*****1194	Jennifer Odei	DD - ES	1,439.00
120119328	12/1/19	*****5572	Dwight J Owens	DD - ES	652.00
120119329	12/1/19	*****1780	Diane Oles	DD - ES	1,754.00
120119330	12/1/19	*****4543	Esosa A. Omokaro	DD - ES	2,186.00
120119331	12/1/19	*****0588	Orange County Housing Authority Orange County Housing Authority	DD - ES	2,304.27
120119332	12/1/19	*****3741	Sandra L Ortiz	DD - ES	1,822.00
120119333	12/1/19	*****1081	Chinenye Osuagwu	DD - ES	2,582.00
120119334	12/1/19	*****9139	Olubukola Amoke Oyebade	DD - ES	2,462.00
120119335	12/1/19	*****3324	Mutlu Ozer	DD - ES	1,740.00
120119336	12/1/19	*****4083	Pacific Living, LLC	DD - ES	2,769.00
120119337	12/1/19	*****7811	Hemangini & Vijendra Patel	DD - ES	2,106.00
120119338	12/1/19	*****0885	Kokila Patel	DD - ES	1,023.00
120119339	12/1/19	*****0346	Patiala, LLC Deepinder Kaur or Ajay Singh	DD - ES	2,282.00
120119340	12/1/19	*****8684	Virendra M. Patel	DD - ES	1,105.00
120119341	12/1/19	*****8047	Jason Pauline	DD - ES	1,351.00
120119342	12/1/19	*****5165	Scott Pease	DD - ES	1,262.00
120119343	12/1/19	*****8805	Alonso R. Perez	DD - ES	1,493.00

120119344	12/1/19	*****3278	Maria Del Carmen Perez	DD - ES	239.00
120119345	12/1/19	*****6784	Lowde Y. Perkins	DD - ES	919.00
120119346	12/1/19	*****8225	Shiv Pertab	DD - ES	2,805.00
120119347	12/1/19	*****4893	Cong Thi Pham	DD - ES	2,362.00
120119348	12/1/19	*****0958	Pittsburg Park Apartments	DD - ES	3,106.00
120119349	12/1/19	*****1097	Bay Point Orphans Fund, LLC	DD - ES	3,157.00
120119350	12/1/19	*****7605	Portofino Apartments	DD - ES	7,612.00
120119351	12/1/19	*****8826	Prime Metropolis Properties, Inc.	DD - ES	5,419.00
120119352	12/1/19	*****2849	IH5 Property West LP	DD - ES	2,381.00
120119353	12/1/19	*****3398	Marples Property Management	DD - ES	3,321.00
120119354	12/1/19	*****4650	A. Meadows Property Management	DD - ES	3,324.00
120119355	12/1/19	*****6551	Parks Properties	DD - ES	1,726.00
120119356	12/1/19	*****7789	Stokley Properties LLC Harbor	DD - ES	2,268.00
120119357	12/1/19	*****8055	Property Upsurge, Inc.	DD - ES	6,719.00
120119358	12/1/19	*****5762	Husam Mousa Qana	DD - ES	2,462.00
120119359	12/1/19	*****0782	Amjad Qaqish	DD - ES	783.00
120119360	12/1/19	*****9542	Sam or Sonia Quinones	DD - ES	1,800.00
120119361	12/1/19	*****4029	Amos Radford	DD - ES	1,451.00
120119362	12/1/19	*****1034	Kuljit P Raju	DD - ES	1,302.00
120119363	12/1/19	*****2261	Paramjit K. Raju	DD - ES	3,060.00
120119364	12/1/19	*****3452	Christopher Ramirez	DD - ES	1,837.00
120119365	12/1/19	*****8489	Enrique or Stacy Ramirez	DD - ES	548.00
120119366	12/1/19	*****2162	Erika Ramirez	DD - ES	1,309.00
120119368	12/1/19	*****6068	David Raughton	DD - ES	1,772.00
120119369	12/1/19	*****8337	RayCaro Inc.	DD - ES	3,026.00
120119370	12/1/19	*****8227	Croskey Real Estate, Inc.	DD - ES	1,707.00
120119371	12/1/19	*****6703	Amerasia Real Estate Fund LLC	DD - ES	4,578.00
120119372	12/1/19	*****7083	Reliant - Woods Grove, LP	DD - ES	14,941.00
120119373	12/1/19	*****7349	Eric Franklin Remson	DD - ES	1,336.00
120119374	12/1/19	*****9215	Kameryn Victoria Ray	DD - ES	2,851.00
120119375	12/1/19	*****9321	Roger Riley	DD - ES	1,901.00
120119376	12/1/19	*****4562	Rising Investments LLC	DD - ES	2,360.00
120119377	12/1/19	*****4809	Robert W. Daniels	DD - ES	2,416.00
120119378	12/1/19	*****0694	Jason Ruffin	DD - ES	2,862.00
120119379	12/1/19	*****4579	Elvira Ruiz	DD - ES	1,578.00
120119380	12/1/19	*****5248	Constance Russell	DD - ES	1,087.00
120119381	12/1/19	*****8536	Ms. Meuy Saelee	DD - ES	2,958.00
120119382	12/1/19	*****3871	Maridel P Santos	DD - ES	1,597.00
120119383	12/1/19	*****3011	Alicia Saucedo	DD - ES	1,218.00
120119384	12/1/19	*****7615	Gregory Paul Schulz	DD - ES	1,091.00
120119385	12/1/19	*****9954	Richard M. Sciortino	DD - ES	2,358.00

120119386	12/1/19	*****7031	Jacqueline Selinger	DD - ES	1,534.00
120119387	12/1/19	*****5346	Young Sook Seroy	DD - ES	2,024.00
120119388	12/1/19	*****1446	Mohinder Sharma	DD - ES	1,003.00
120119389	12/1/19	*****7239	Shailesh & Bela Patel	DD - ES	3,635.00
120119390	12/1/19	*****1357	Mohammad Shekib	DD - ES	1,946.00
120119391	12/1/19	*****1370	James Shipe, c/o Richard Grijalva, East Cty Brokers	DD - ES	1,946.00
120119392	12/1/19	*****5981	Yihui Shi	DD - ES	1,721.00
120119393	12/1/19	*****7789	Siena Court Apartments	DD - ES	9,572.00
120119394	12/1/19	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	4,319.00
120119395	12/1/19	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	11,620.00
120119396	12/1/19	*****6650	Frank M. Siino	DD - ES	896.00
120119397	12/1/19	*****8035	Joseph Michael Siino	DD - ES	1,525.00
120119398	12/1/19	*****5399	Gloria Silva	DD - ES	681.00
120119399	12/1/19	*****8407	Marc J. Simpson	DD - ES	1,455.00
120119400	12/1/19	*****3639	Raman Singh	DD - ES	2,121.00
120119401	12/1/19	*****6058	Son Singh	DD - ES	1,521.00
120119402	12/1/19	*****0700	Crystal Situ	DD - ES	1,505.00
120119403	12/1/19	*****3853	Lakesha Michelle Smith Lionel R Smith	DD - ES	1,975.00
120119404	12/1/19	*****4970	Molly Smith	DD - ES	1,870.00
120119405	12/1/19	*****9092	Sherritta M Smith	DD - ES	1,004.00
120119406	12/1/19	*****2032	Cinthia Sosa	DD - ES	1,517.00
120119407	12/1/19	*****6977	Angela E. Robinson-Spencer	DD - ES	2,000.00
120119409	12/1/19	*****5343	Deborah Steppe	DD - ES	2,046.00
120119410	12/1/19	*****1601	George W. Stephens	DD - ES	1,661.00
120119411	12/1/19	*****5308	R R Rentals	DD - ES	1,700.00
120119413	12/1/19	*****1808	Jezzy Sukaemi	DD - ES	2,518.00
120119414	12/1/19	*****7479	Ms. Li Su	DD - ES	2,571.00
120119415	12/1/19	*****8534	Suma Aryaei	DD - ES	2,702.00
120119416	12/1/19	*****1235	Summit Venture Group, LLC	DD - ES	2,485.00
120119417	12/1/19	*****6168	Kamaljeet Surila	DD - ES	1,570.00
120119418	12/1/19	*****0399	Joyce Hui Sy	DD - ES	6,451.00
120119419	12/1/19	*****1242	Hamed Tafaghodi Alexis Tafaghodi	DD - ES	1,367.00
120119420	12/1/19	*****3190	Sha Sha Teng	DD - ES	2,456.00
120119421	12/1/19	*****6283	Yun Teng Weijie Zhang	DD - ES	2,008.00
120119422	12/1/19	*****9166	Ms. Natasha Terry	DD - ES	2,282.00
120119423	12/1/19	*****2164	Quyen Minh Thai	DD - ES	2,000.00

120119424	12/1/19	*****9314	Silvia Thein and Ada Choi	DD - ES	1,779.00
120119425	12/1/19	*****7191	Tequila Nashannon Thornton	DD - ES	1,161.00
120119426	12/1/19	*****4049	ChingJen Tong	DD - ES	1,703.00
120119427	12/1/19	*****1714	Yoway Wilson Tong	DD - ES	1,671.00
120119428	12/1/19	*****1405	Lourdes or Raymond Tovar	DD - ES	1,825.00
120119429	12/1/19	*****2094	Raphael Minhtuyen Tran	DD - ES	2,825.00
120119430	12/1/19	*****1327	Thuy Tran	DD - ES	1,250.00
120119431	12/1/19	*****6165	Thanh Van Trinh	DD - ES	1,500.00
120119432	12/1/19	*****1650	Ms. Wendie Hue Trinh	DD - ES	2,493.00
120119433	12/1/19	*****3572	Nhan Chi Truong	DD - ES	978.00
120119434	12/1/19	*****5313	Sean Thuyet Truong	DD - ES	1,290.00
120119435	12/1/19	*****9321	Van Truong	DD - ES	1,658.00
120119436	12/1/19	*****8392	Xavier Van Truong	DD - ES	5,972.00
120119437	12/1/19	*****5553	David Tseng	DD - ES	2,836.00
120119438	12/1/19	*****2907	Frank Lokeni Uu Martha Jauregui Morales	DD - ES	1,743.00
120119439	12/1/19	*****4582	Lidia Valladares	DD - ES	2,165.00
120119440	12/1/19	*****0250	Victor D Valenzuela	DD - ES	1,635.00
120119441	12/1/19	*****3371	Gary D. Vasconcellos	DD - ES	1,438.00
120119442	12/1/19	*****8457	Sareena Lata Velu	DD - ES	2,109.00
120119443	12/1/19	*****5310	Azell Vickers	DD - ES	2,363.00
120119444	12/1/19	*****9682	Nuno G Vieira	DD - ES	4,332.00
120119445	12/1/19	*****7391	Kim Uyen Minh Vu	DD - ES	908.00
120119446	12/1/19	*****2720	Stephen Cordell Wafer	DD - ES	1,063.00
120119447	12/1/19	*****2768	Huan Rong Wang	DD - ES	1,366.00
120119448	12/1/19	*****6924	Lining Wan	DD - ES	1,863.00
120119449	12/1/19	*****6945	Wei Wang	DD - ES	1,980.00
120119450	12/1/19	*****1634	Yu Ruo Wang	DD - ES	2,165.00
120119451	12/1/19	*****7593	Ms. Brigitte Warren C/O Perry Realty Team	DD - ES	2,450.00
120119452	12/1/19	*****5502	Mildred Lucille Washington	DD - ES	1,996.00
120119454	12/1/19	*****4384	Wenying Chang	DD - ES	2,270.00
120119455	12/1/19	*****5295	Holly Wen	DD - ES	1,205.00
120119456	12/1/19	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	4,895.00
120119458	12/1/19	*****7867	Ms Adrienne Wilson C/O Gabe Essoe	DD - ES	1,758.00
120119459	12/1/19	*****5057	Kathleen and John Wilson	DD - ES	1,275.00
120119460	12/1/19	*****8702	Kathy D. Williams	DD - ES	2,796.00
120119461	12/1/19	*****5480	Tasia La Vonda Williams	DD - ES	2,378.00
120119462	12/1/19	*****5026	Windeler Development Group, Inc.	DD - ES	1,245.00

120119463	12/1/19	*****1862	Danny Ching-Yam Wong	DD - ES	1,565.00
120119464	12/1/19	*****1157	Har Pan Wong	DD - ES	7,154.00
120119465	12/1/19	*****6356	Joanne Wong	DD - ES	1,690.00
120119466	12/1/19	*****1060	Kinney Ming Wong	DD - ES	1,271.00
120119467	12/1/19	*****2784	Vincent Wong	DD - ES	2,600.00
120119468	12/1/19	*****1853	WR Properties, Inc.	DD - ES	4,565.00
120119469	12/1/19	*****3962	Hong Wu	DD - ES	3,580.00
120119470	12/1/19	*****3698	Zhang Jin Wu	DD - ES	3,240.00
120119472	12/1/19	*****2651	Sheree Wynn	DD - ES	2,186.00
120119473	12/1/19	*****5388	Jian Ai Xuan	DD - ES	1,835.00
120119474	12/1/19	*****4644	Chao Xu	DD - ES	2,696.00
120119475	12/1/19	*****3880	Ping Ping Xu	DD - ES	3,585.00
			Keming Wang		
120119476	12/1/19	*****4383	Yifan Ye	DD - ES	2,561.00
			Mike Perry, Property Manager		
120119477	12/1/19	*****2366	Karl Yick	DD - ES	1,864.00
			C/O Teresita D. Pereira		
120119478	12/1/19	*****6779	Sally Yip	DD - ES	1,449.00
120119479	12/1/19	*****6210	Yong Qiang Lu	DD - ES	1,771.00
120119480	12/1/19	*****6178	Chris Kui You	DD - ES	2,381.00
120119481	12/1/19	*****7622	Yee Yue Cheung	DD - ES	1,256.00
120119482	12/1/19	*****8664	Mohammad Zalmaiyyar	DD - ES	2,154.00
120119483	12/1/19	*****0668	Guangyu Zhang	DD - ES	1,468.00
120119484	12/1/19	*****7638	Jielu Zhao	DD - ES	1,156.00
120119485	12/1/19	*****2940	Wei Bin Zhang or Gao Wei	DD - ES	1,970.00
120119486	12/1/19	*****3259	Xirong Zhao	DD - ES	1,807.00
120119487	12/1/19	*****4367	Xiang Yang Zheng	DD - ES	2,695.00
120119488	12/1/19	*****3830	Joy Yi Zhou	DD - ES	2,489.00
120119489	12/1/19	*****7805	Shengguo Zhu	DD - ES	5,704.00
120119490	12/1/19	*****6132	Ying Zhu	DD - ES	5,239.00
120119491	12/1/19	*****4651	Weijie Zhang	DD - ES	1,247.00

Housing Choice Voucher

HAP	1,477,540.18
UR	10,291.82
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	800.69
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$1,488,632.69

Check Summary

December 1, 2019

Check Number	Check Date	Payee Tax ID	Payee	Amount
VASH				
149902	12/1/19	*****0064	Ayaanna R Ireland	85.00
149914	12/1/19	*****8461	Irvin Brown	18.00
149927	12/1/19	*****5735	Michael Wimmer	170.00
149935	12/1/19	*****7726	Quamie Golliday	83.00
149939	12/1/19	*****2665	Stacy Smith	13.00
149942	12/1/19	*****7845	Troy Mills	31.00
150009	12/1/19	*****9325	JOW & AAW, LLC	1,594.00
150011	12/1/19	*****9810	Housing Authority of the County of Alameda	1,604.42
120119011	12/1/19	*****4636	Felipe Amarante DD - ES	1,479.00
120119021	12/1/19	*****3909	Ken Bartlett DD - ES	2,024.00
120119024	12/1/19	*****7492	Adrienne Kelly Belton DD - ES	1,060.00
120119047	12/1/19	*****8860	Joe Burns DD - ES	1,069.00
120119048	12/1/19	*****8764	William Joseph Burgoyne DD - ES	746.00
120119050	12/1/19	*****2513	Clara Beatriz Cardenas DD - ES	1,493.00
120119074	12/1/19	*****0746	Contra Costa County Housing Authority DD - ES	10,918.77
120119075	12/1/19	*****0746	Contra Costa County Housing Authority DD - ES	9,017.15
120119076	12/1/19	*****0746	Contra Costa County Housing Authority DD - ES	9,726.36
120119077	12/1/19	*****0746	Contra Costa County Housing Authority DD - ES	11,642.49
120119078	12/1/19	*****0746	Contra Costa County Housing Authority DD - ES	2,609.11
120119081	12/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village DD - ES	5,633.00
120119082	12/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village DD - ES	4,084.00
120119083	12/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village DD - ES	5,593.00
120119084	12/1/19	*****3772	Creekside Apartment Investors LLC DBA Creekside Village DD - ES	2,709.00
120119099	12/1/19	*****9507	Olga M. Disney DD - ES	1,169.00
120119104	12/1/19	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments DD - ES	603.00
120119112	12/1/19	*****3881	FFAH Marina Heights LLC DD - ES	3,566.00
120119113	12/1/19	*****3881	FFAH Marina Heights LLC DD - ES	1,201.00
120119114	12/1/19	*****3881	FFAH Marina Heights LLC DD - ES	3,895.00
120119119	12/1/19	*****8096	Robert Fitzstephens DD - ES	1,602.00
			Rob Fitzstephens	
120119124	12/1/19	*****4032	Fox Creek Apartments DD - ES	545.00

120119137	12/1/19	*****5111	Gateway Apartments	DD - ES	4,162.00
120119155	12/1/19	*****5267	Abhilash Gupta	DD - ES	1,730.00
120119166	12/1/19	*****6728	David T. Hennigan	DD - ES	2,119.00
120119249	12/1/19	*****1547	Paul Livson	DD - ES	1,551.00
120119283	12/1/19	*****6342	James & Diana Gail McDonald c/o Yolanda McDonald	DD - ES	1,500.00
120119322	12/1/19	*****9886	Northstar Financial Group, LLC	DD - ES	3,773.00
120119354	12/1/19	*****4650	A. Meadows Property Management	DD - ES	431.00
120119367	12/1/19	*****7228	Ramsey Horton	DD - ES	1,265.00
120119370	12/1/19	*****8227	Croskey Real Estate, Inc.	DD - ES	1,572.00
120119371	12/1/19	*****6703	Amerasia Real Estate Fund LLC	DD - ES	5,145.00
120119372	12/1/19	*****7083	Reliant - Woods Grove, LP	DD - ES	3,488.00
120119393	12/1/19	*****7789	Siena Court Apartments	DD - ES	818.00
120119408	12/1/19	*****3465	Ramzi D Srouji	DD - ES	1,661.00
120119412	12/1/19	*****0437	Suisun City Housing Authority	DD - ES	867.42
120119429	12/1/19	*****2094	Raphael Minhtuyen Tran	DD - ES	1,776.00
120119453	12/1/19	*****4563	Isidoro Weitzman	DD - ES	2,045.00
120119456	12/1/19	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	1,663.00
120119457	12/1/19	*****9380	Tracy J. Whitehead	DD - ES	282.00
120119468	12/1/19	*****1853	WR Properties, Inc.	DD - ES	1,700.00
120119471	12/1/19	*****2556	Drewcillia Wyatt	DD - ES	1,239.00

VASH

HAP	121,590.28
UR	400.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	2,780.44
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$124,770.72

Grand Total

HAP	1,599,130.46
UR	10,691.82
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	3,581.13
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	\$1,613,403.41

HAP (Regular)	\$ 1,194,015.18
HAP (VASH)	121,590.28
HAP (Port-In)	266,957.00
HAP (Port-Out)	16,568.00
Utility Reimbursement	10,691.82
Admin Fee	3,581.13
Total	<u><u>\$ 1,613,403.41</u></u>

DD - 1,570,646.64 +
LKS - 42,756.77 +
1,613,403.41 *

PWO 11/26/19
Jm 11/27/19

Check Summary

December 6, 2019

Check #	Check Date	Payee ID	Tax ID	Payee	Payment Type	Amount
Housing Choice Voucher						
* 120619001	12/6/19	NILPET	*****6497	Peter Niloufari	DD - ES	2,758.00
				Selina M Corral - 1608 Norine Dr.	HAP	2,758.00

Housing Choice Voucher	HAP	2,758.00
	UR	0.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	0.00
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	\$2,758.00

Grand Total	HAP	2,758.00
	UR	0.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	0.00
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	\$2,758.00

Payment History List

December 5, 2019

		Payee										
Check Date	Check #	Account #	Payee	Tenant	Agcy	Prgm	Type	VMS Date	Amount	Voided	Cleared	
12/01/2019	12011900	***-**-6215	Janet Brown	Brown, Janet	1	3	UR	12/01/2019	\$37.41	☐	☐	
12/05/2019	12011900	***-**-6215	Janet Brown	Brown, Janet	1	3	UR	12/01/2019	-\$37.41	☐	☐	

\$0.00

ACH returned - A/c Closed

Payment History List

January 7, 2020

Check Date	Check #	Account #	Payee	Tenant	Agcy	Prgm	Type	VMS Date	Amount	Voided	Cleared
09/01/2019	90119020	***-**-3909	Ken Bartlett	Cheney, Latisa	1	3	HAP	09/01/2019	\$662.00	☐	☐
12/19/2019	90119020	***-**-3909	Ken Bartlett	Cheney, Latisa	1	3	HAP	09/01/2019	-\$662.00	☐	☐
10/01/2019	10011901	***-**-3909	Ken Bartlett	Cheney, Latisa	1	3	HAP	10/01/2019	\$662.00	☐	☐
12/19/2019	10011901	***-**-3909	Ken Bartlett	Cheney, Latisa	1	3	HAP	10/01/2019	-\$662.00	☐	☐
11/01/2019	11011901	***-**-3909	Ken Bartlett	Cheney, Latisa	1	3	HAP	11/01/2019	\$662.00	☐	☐
12/19/2019	11011901	***-**-3909	Ken Bartlett	Cheney, Latisa	1	3	HAP	11/01/2019	-\$662.00	☐	☐
12/01/2019	12011902	***-**-3909	Ken Bartlett	Cheney, Latisa	1	3	HAP	12/01/2019	\$662.00	☐	☐
12/19/2019	12011902	***-**-3909	Ken Bartlett	Cheney, Latisa	1	3	HAP	12/01/2019	-\$662.00	☐	☐

\$0.00

662.00
4.00
2,648.00
0.00

Contract ended 8/30/19
ck rec'd 12/19/19, ck # 2167



**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 Amended City Master Fee Schedule

MEETING DATE: January 21, 2020

EXECUTIVE SUMMARY

The City of Pittsburg consulted with Willdan Financial Services (Willdan) to conduct a Cost Allocation Plan and a Comprehensive User Fee Study of the City's various services and associated user fees. The results of the study are incorporated in the amended Citywide Master Fee Schedule staff recommends for adoption by the City Council.

FISCAL IMPACT

If the same participation levels remain the same as the previous fiscal year, the recommended fee adjustments could generate an estimated additional annual revenue of \$160,208 in the General Fund, \$102,482 in the Water Enterprise Fund, \$27,562 in Marina and \$26,316 in California Theatre, to be applied to the City's costs for providing those services.

RECOMMENDATION

Staff recommends that the City Council open the public hearing, receive and consider the public comments, and approve the amended Citywide Master Fee Schedule and that fees charged be adjusted annually by the average Consumer Price Index (CPI), to account for any changes in direct labor or labor-related costs and/or any other costs that may affect the City's ability to cover current costs of services provided.

BACKGROUND

The Master Fee Schedule reflects fees charged by all City departments. Performing recurring cost allocation plan and comprehensive user fee study ensures that fees reflect current costs to provide services, to bring fees closer to full cost recovery targets, to add new fees when applicable for new City services, and/or to eliminate fees for discontinued services. A user fee study is a cost-effective way for the City to understand the total cost of

services, and identify potential fee deficiencies, thereby reducing the use of General Fund subsidy that may be available to provide other community-wide benefits.

On December 6, 2004, the City Council approved Resolution 04-10188 updating the City's Master Fee Schedule based on the findings of the user fee study by Public Resource Management Group.

On July 6, 2015, the City Council approved Resolution 15-13068 updating the City's Master Fee Schedule based on the findings of the user fee study by Willdan.

On September 2018, the City contracted with Willdan to conduct a cost allocation plan and comprehensive user fee study to update the City's Master Fee Schedule. Willdan completed their review and provided the City with a detailed comprehensive report and recommendations. The results of the study are incorporated in the amended Master Fee Schedule City staff is recommending to the City Council for adoption.

Notice of the public hearing was sent for publication at least fifteen (15) days prior to the date of the January 21, 2020 public meeting. The notification was published in the East County Times once a week for two (2) weeks on December 28, 2019 and January 4, 2020 prior to the hearing.

SUBCOMMITTEE FINDINGS

This item was presented to the finance-subcommittee meeting on October 29, 2019. The subcommittee requested a workshop before the City Council and said workshop was held on December 16, 2019.

STAFF ANALYSIS

In order for the City to remain consistent with the 2015 user fee study approach and methods used to determine the actual cost of each service provided by the City for which it charges a user fee, the City hired Willdan, the same outside consulting firm who conducted the 2015 study to perform a new comprehensive cost allocation plan and user fee study.

During the study, Willdan analyzed the cost structure of the City's central service departments that provide services internally to operating departments. The consultant determined which types of costs are allowable versus unallowable in accordance with standard and accepted cost allocation principles to ensure central department costs are appropriately allocated to the operating departments. The summary of the study is detailed in the Cost Allocation Plan Report (Exhibit 1).

Willdan employed various fee methodologies to identify the costs associated with individual fees and program activities. These methodologies included, but were not limited to, interviews with department personnel to determine effort, timing, and complexity of each task identified. The resulting recommendations from the Willdan Comprehensive User Fee Study (Exhibit 2) detail the specific methodologies used to compile the report. A summary of the fees by department and proposed fees is detailed in Appendix C (Cost Recovery Analysis) of the Exhibit.

If the fees are adopted and revenue participation levels are the same as the previous fiscal year, it is estimated that the revenue impact for each servicing department shall be as follows:

City Clerk	\$ (75)
Finance	2,629
Building - Code Enforcement	84,705
Planning	7,036
Engineering	56,984
Police	4,570
Recreation	4,277
Community Services	82
Marina	27,562
California Theatre	26,316
Public Works - Water Service Charges	102,482
	\$ 316,567

Once approved, the fees within the Amended Master Fee Schedule (Exhibit 3) will be effective immediately following adoption of the resolution for the User and Administrative fees and sixty (60) days following adoption for the Development Fees.

ATTACHMENTS: Resolution
 Exhibit 1 - Cost Allocation Plan
 Exhibit 2 - Comprehensive User Fee Study
 Exhibit 3 – Amended Master Fee Schedule

Report Prepared By: Margaret Padua, Finance Division Manager
 Reviewed by: Brad Farmer, Director of Finance

CITY OF PITTSBURG



Cost Allocation Plan

JANUARY 2019





Table of Contents

Table of Contents	1
List of Tables	2
Executive Summary.....	3
Introduction	8
Approach.....	9
<i>Methodology</i>	9
<i>Applications</i>	10
<i>OMB Super Circular and 2 CFR Part 200</i>	10
<i>Central Service Departments</i>	11
<i>Distribution Bases</i>	12
Allocable Costs and Distribution Bases.....	13
<i>Allocable Costs</i>	13
<i>Allocation Percentages</i>	15
Section 1: City Attorney	15
Section 2: City Clerk	15
Section 2: City Council.....	16
Section 4: City Manager	17
Section 5: Finance /Accounting	17
Section 5: Human Resources	18
Section 6: Non-Departmental	18
Section 7: Treasurer	19
<i>Iterative Allocation</i>	20
Appendix A.....	21
Appendix B.....	28



List of Tables

Table 1: Allocated Costs to Recipient Departments (OMB Compliant CAP).....	4
Table 1: Allocated Costs to Recipient Departments (OMB Compliant CAP) – <i>continued</i>	5
Table 2: Allocated Costs to Recipient Departments (Full CAP)	6
Table 2: Allocated Costs to Recipient Departments (Full CAP) - <i>continued</i>	7
Table 3: Allocable Cost Summary (OMB Compliant CAP)	13
Table 4: Allocable Cost Summary (Full CAP)	14
Table A-1: Initial Allocation Percentages (OMB Compliant CAP)	22
Table A-1: Initial Allocation Percentages (OMB Compliant CAP) - <i>continued</i>	23
Table A-2: Final Allocation Percentages (OMB Compliant CAP)	24
Table A-2: Final Allocation Percentages (OMB Compliant CAP) - <i>continued</i>	25
Table A-3: Final Allocation Amounts (OMB Compliant CAP)	26
Table A-3: Final Allocation Amounts (OMB Compliant CAP) - <i>continued</i>	27
Table B-1: Initial Allocation Percentages (Full CAP)	29
Table B-1: Initial Allocation Percentages (Full CAP) – <i>continued</i>	30
Table B-2: Final Allocation Percentages (Full CAP)	31
Table B-2: Final Allocation Percentages (Full CAP) – <i>continued</i>	32
Table B-3: Final Allocation Amounts (Full CAP)	33
Table B-1: Final Allocation Amounts (Full CAP) - <i>continued</i>	34



Executive Summary

This cost allocation plan ("CAP") summarizes a comprehensive analysis that has been completed for the City of Pittsburg, California (the "City") to determine the appropriate allocation of costs from central service departments to the operating departments. The primary objective is to allocate costs from departments that provide services internally to operating departments that conduct the day-to-day operations necessary to serve the community. The internal service costs typically represent (a) incurred for a common or joint purpose benefiting more than one cost objective, and (b) not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. The term "indirect costs," as used herein, applies to costs of this type originating in the central service departments.

To ensure central service department costs are appropriately allocated to the operating departments, Willdan analyzed the City's cost code structure to determine which types costs are allowable versus unallowable in accordance with standard and accepted cost allocation principles. The term "allocable costs" as used herein, applies to costs that are allowable for allocation.

The study is comprised of two separate allocation plans. Table 1 is the summary results of the allocation in compliance with the Office of Management and Budget Super Circular (the OMB Super Circular) and CFR Part 200 (Cost Principles). Table 2 that follows is the summary results of the full plan. The report below includes descriptions of the differences between the two plans, their separate purposes, and specific details of when the plans deviate from each other.



**Table 1: Allocated Costs to Recipient Departments
(OMB Compliant CAP)**

Allocated Cost Summary

Fiscal Year 2018-2019

Operating Department / Division / Fund	Total Allocation	Direct Cost Base	Indirect Cost Rate
		Modified Total Direct Cost	
	\$6,223,113	\$91,145,430	6.8%
General Fund			
110: Building-Code enforcement	\$85,044	\$1,032,596	8.2%
110: Engineering	\$230,055	\$1,885,084	12.2%
110: Graffiti Removal Program	\$18,827	\$164,186	11.5%
110: Planning	\$163,297	\$1,417,672	11.5%
110: Police - Family Justice Center	\$2,819	\$39,560	7.1%
110: Police - Marine Patrol	\$1,267	\$11,414	11.1%
110: Police- Admin & Support Services	\$523,108	\$6,070,048	8.6%
110: Police- Operations Bureau	\$1,025,016	\$14,951,593	6.9%
110: Police-Investigations	\$259,205	\$3,817,829	6.8%
110: Police-Support Services	\$220,907	\$2,890,084	7.6%
110: Public Works/Administration	\$12,224	\$97,114	12.6%
110: Public Works/Streets	\$197,224	\$1,693,898	11.6%
110: Recreation-Admin	\$18,810	\$212,020	8.9%
110: Recreation-Aquatics	\$13,403	\$214,923	6.2%
110: Recreation-Community Events	\$8,172	\$58,053	14.1%
110: Recreation-Senior Center	\$45,719	\$484,121	9.4%
110: Recreation-Small World Park	\$19,572	\$99,511	19.7%
110: Recreation-Sports	\$15,952	\$212,454	7.5%
110: Recreation-Teen Activities	\$3,195	\$50,724	6.3%
110: Public Works	\$53,566	\$1,033,010	5.2%
110: Recreation-Special Interest Classes	\$518	\$4,000	12.9%
California Theatre			
120: City Share of CA Theatre Operations	\$13,665	\$254,250	5.4%
Emergency Operations Center			
140: Emergency Operations Event	\$1,809	\$34,700	5.2%
Economic Development			
202: B.I.D - Business Improvement Tax	\$3,026	\$60,500	5.0%
202: Economic Development Fund	\$46,377	\$336,943	13.8%
Measure J Tax			
204: Measure C Tax	\$528	\$10,000	5.3%
Citywide Lighting & Landscape			
205: Citywide Concrete Program	\$6,714	\$60,359	11.1%
205: Citywide Landscape	\$245,204	\$2,548,842	9.6%
205: Citywide Street L & L Admin	\$1,118	\$28,866	3.9%
205: Citywide Street Lighting	\$41,623	\$736,517	5.7%
205: Citywide Street Trees	\$39,577	\$496,977	8.0%
Lighting & Landscaping-Oak Hills Assess			
206: Oak Hills Landscape	\$2,566	\$31,833	8%
Ntnl Pollutnt Dschrg Elimin Systm(NPDES)			
207: Maintenance/Trash & Illicit Discharge	\$48,931	\$472,866	10%
207: NPDES Administration & Outreach	\$22,524	\$356,521	6%
207: Non-Departmental	\$9,333	\$252,847	4%
Southwest Pittsburg-GHAD II			
208: Southwest Pittsburg GHAD II	\$8,784	\$96,300	9%
208: GHAD Toscana Basin	\$20	\$550	4%
Solid Waste Fund			
210: Local Enforcement Agency	\$19,271	\$234,333	8%
210: Solid Waste Management	\$42,901	\$273,871	16%
Park Maintenance CFD 2007-1			
211: Lighting & Landscaping	\$6,321	\$73,970	9%
Vista Del Mar CFD 2005-2			
219: Vista Del Mar CFD 2005-2	\$39	\$1,050	4%
Public Safety Service CFD 2005-1			
220: Public Safety Service CFD 2005-01	\$576	\$11,300	5%
GHAD Administration			
226: GHAD Administration	\$29,948	\$490,353	6%
Public, Education & Gov't Fees (PEG)			
227: Public, Education & Governmental (PEG)	\$9,376	\$126,000	7%
Housing Rehab Loans-CDBG			
231: CDBG-Housing Rehab Loans	\$7,048	\$180,399	4%



**Table 1: Allocated Costs to Recipient Departments
(OMB Compliant CAP) – continued**

Allocated Cost Summary

Fiscal Year 2018-2019

Operating Department / Division / Fund	Total Allocation	Direct Cost Base	
		Modified Total Direct Cost	Indirect Cost Rate
	\$6,223,113	\$91,145,430	6.8%
Cmmnity Dvlpmnt Bkck Grt-Entlmnt(CDBG)			
233: CDBG Entitlements	\$20,894	\$408,587	5%
233: CDBG-Program Administration #04-041	\$10,319	\$130,851	8%
Housing Authority-Section 8			
241: Housing Authority	\$633,661	\$15,458,883	4%
241: Rental Property Program	\$3,616	\$12,079	30%
241: Veterans Affairs Supportive Housing	\$66,037	\$1,789,000	4%
Successor Agency Housing Fund			
248: Successor Agency Housing S/A	\$9,982	\$208,723	5%
248: 916 Cumberland (Community Access)	\$2,931	\$79,405	4%
248: SA Housing First Time Home Buyer Pgm	\$195	\$1,000	20%
248: Successor Agency Housing	\$3,691	\$100,000	4%
Local Traffic Mitigation			
303: Engineering	\$1,573	\$23,792	7%
Park Dedication			
304: Park Dedication CIP-Improvements-Other	\$3,229	\$0	
Pension Obligations			
412: Pension Obligation Bond	\$440	\$6,200	7%
Water Operations			
501: Finance/Utility Billing	\$105,068	\$1,459,735	7%
501: Water Bonds Debt Service	\$1,680	\$38,360	4%
501: Water Lines	\$354,081	\$4,173,401	8%
501: Water Purification	\$542,753	\$10,976,244	5%
Sewer Maintenance			
521: Sewer Maintenance	\$155,128	\$1,990,222	8%
521: Waste Water Ref Bonds 2004	\$0	\$0	
Water Front Operations			
540: Water Front Division	\$92,267	\$1,405,178	7%
Marina			
550: Marina Operations	\$178,063	\$1,906,571	9%
Island Energy			
580: Electric Operations	\$177,623	\$3,119,739	6%
580: Gas Operations	\$25,823	\$410,885	6%
580: Improvements - Infrastructure	\$7,873	\$0	
580: Mare Island Admin	\$110,043	\$1,549,940	7%
580: Mare Island General Admin	\$7,201	\$113,339	6%
580: Reimbursable Customer Projects	\$23,177	\$105,000	22%
580: Mare Island Residential Units	\$12,274	\$106,356	12%
Pittsburg Power			
590: Pittsburg Power-General Admin	\$114,317	\$1,419,278	8%
Assess Distr-Cntry Plza Auto Mall #01-3			
715: Century Plaza Auto Mall A.D.#01-3	\$351	\$9,500	4%
VISTA DEL MAR CFD BOND 2005			
719: Bailey Estates A.D 06-01	\$633	\$17,145	4%
Re-Assessment District 2011-1			
725: Re-Assessment District 2011-1	\$1,820	\$49,300	4%
Successor Agency to the Former RDA			
801: Program Mgmnt-Successor Agncy Former RDA	\$4,614	\$125,010	4%
801: RDA-Admin	\$24,808	\$306,801	8%
San Marco CFD 2004-01			
209: San Marcos Police Community Facilities D	\$637	\$14,400	4%
Project Amenities Mgmt (CFD 2016-1)			
214: CFD 2016-1 Project Amenities Management	\$346	\$6,500	5%
Fire District CFD			
215: Fire District CFD	\$219	\$4,515	5%
CA Energy Conservation Program			
255: CEC Streetlight Lamp Retrofit	\$211	\$0	
Water Revenue Bond Proceeds			
500: Water Revenue Bond Proceeds	\$0	\$0	
San Marco CFD 2009-01 Bond Improv			
720: San Marco CFD 2009-01 Bond Impr	\$349	\$9,450	4%



Table 2: Allocated Costs to Recipient Departments (Full CAP)

Allocated Cost Summary

Fiscal Year 2018-2019

Operating Department / Division / Fund	Total Allocation	Direct Cost Base	Indirect Cost Rate
		Modified Total Direct Cost	
	\$6,942,570	\$91,145,430	7.6%
General Fund			
110: Building-Code enforcement	\$94,261	\$1,032,596	9.1%
110: Engineering	\$256,440	\$1,885,084	13.6%
110: Graffiti Removal Program	\$20,358	\$164,186	12.4%
110: Planning	\$182,956	\$1,417,672	12.9%
110: Police - Family Justice Center	\$3,151	\$39,560	8.0%
110: Police - Marine Patrol	\$1,347	\$11,414	11.8%
110: Police- Admin & Support Services	\$570,684	\$6,070,048	9.4%
110: Police- Operations Bureau	\$1,147,526	\$14,951,593	7.7%
110: Police-Investigations	\$289,656	\$3,817,829	7.6%
110: Police-Support Services	\$246,200	\$2,890,084	8.5%
110: Public Works/Administration	\$13,847	\$97,114	14.3%
110: Public Works/Streets	\$213,479	\$1,693,898	12.6%
110: Recreation-Admin	\$20,722	\$212,020	9.8%
110: Recreation-Aquatics	\$14,878	\$214,923	6.9%
110: Recreation-Community Events	\$8,612	\$58,053	14.8%
110: Recreation-Senior Center	\$49,696	\$484,121	10.3%
110: Recreation-Small World Park	\$20,390	\$99,511	20.5%
110: Recreation-Sports	\$17,744	\$212,454	8.4%
110: Recreation-Teen Activities	\$3,527	\$50,724	7.0%
110: Public Works	\$60,205	\$1,033,010	5.8%
110: Recreation-Special Interest Classes	\$546	\$4,000	13.7%
California Theatre			
120: City Share of CA Theatre Operations	\$15,297	\$254,250	6.0%
Emergency Operations Center			
140: Emergency Operations Event	\$2,031	\$34,700	5.9%
Economic Development			
202: B.I.D - Business Improvement Tax	\$3,412	\$60,500	5.6%
202: Economic Development Fund	\$52,201	\$336,943	15.5%
Measure J Tax			
204: Measure C Tax	\$592	\$10,000	5.9%
Citywide Lighting & Landscape			
205: Citywide Concrete Program	\$7,174	\$60,359	11.9%
205: Citywide Landscape	\$266,487	\$2,548,842	10.5%
205: Citywide Street L & L Admin	\$1,299	\$28,866	4.5%
205: Citywide Street Lighting	\$46,811	\$736,517	6.4%
205: Citywide Street Trees	\$43,755	\$496,977	8.8%
Lighting & Landscaping-Oak Hills Assess			
206: Oak Hills Landscape	\$2,785	\$31,833	9%
Ntnl Pollutnt Dschrg Elimin Systm(NPDES)			
207: Maintenance/Trash & Illicit Discharge	\$53,069	\$472,866	11%
207: NPDES Administration & Outreach	\$25,285	\$356,521	7%
207: Non-Departmental	\$10,910	\$252,847	4%
Southwest Pittsburg-GHAD II			
208: Southwest Pittsburg GHAD II	\$9,896	\$96,300	10%
208: GHAD Toscana Basin	\$24	\$550	4%
Solid Waste Fund			
210: Local Enforcement Agency	\$21,274	\$234,333	9%
210: Solid Waste Management	\$47,560	\$273,871	17%
Park Maintenance CFD 2007-1			
211: Lighting & Landscaping	\$6,907	\$73,970	9%
Vista Del Mar CFD 2005-2			
219: Vista Del Mar CFD 2005-2	\$45	\$1,050	4%
Public Safety Service CFD 2005-1			
220: Public Safety Service CFD 2005-01	\$648	\$11,300	6%
GHAD Administration			
226: GHAD Administration	\$33,713	\$490,353	7%
Public, Education & Gov't Fees (PEG)			
227: Public, Education & Governmental (PEG)	\$10,441	\$126,000	8%
Housing Rehab Loans-CDBG			
231: CDBG-Housing Rehab Loans	\$8,187	\$180,399	5%



**Table 2: Allocated Costs to Recipient Departments (Full CAP) –
continued**

Allocated Cost Summary		Fiscal Year 2018-2019	
Operating Department / Division / Fund	Total Allocation	Direct Cost Base	Indirect Cost Rate
		Modified Total Direct Cost	
	\$6,942,570	\$91,145,430	7.6%
Cmmnity Dvlpmnt Bldg Grt-Entlmnt(CDBG)			
233: CDBG Entitlements	\$23,505	\$408,587	6%
233: CDBG-Program Administration #04-041	\$11,387	\$130,851	9%
Housing Authority-Section 8			
241: Housing Authority	\$734,261	\$15,458,883	5%
241: Rental Property Program	\$3,726	\$12,079	31%
241: Veterans Affairs Supportive Housing	\$77,191	\$1,789,000	4%
Successor Agency Housing Fund			
248: Successor Agency Housing S/A	\$11,377	\$208,723	5%
248: 916 Cumberland (Community Access)	\$3,426	\$79,405	4%
248: SA Housing First Time Home Buyer Pgm	\$203	\$1,000	20%
248: Successor Agency Housing	\$4,315	\$100,000	4%
Local Traffic Mitigation			
303: Engineering	\$1,765	\$23,792	7%
Park Dedication			
304: Park Dedication CIP-Improvements-Other	\$3,264	\$0	
Pension Obligations			
412: Pension Obligation Bond	\$481	\$6,200	8%
Water Operations			
501: Finance/Utility Billing	\$117,187	\$1,459,735	8%
501: Water Bonds Debt Service	\$1,922	\$38,360	5%
501: Water Lines	\$390,243	\$4,173,401	9%
501: Water Purification	\$616,584	\$10,976,244	6%
Sewer Maintenance			
521: Sewer Maintenance	\$171,533	\$1,990,222	9%
521: Waste Water Ref Bonds 2004	\$0	\$0	
Water Front Operations			
540: Water Front Division	\$103,023	\$1,405,178	7%
Marina			
550: Marina Operations	\$193,088	\$1,906,571	10%
Island Energy			
580: Electric Operations	\$199,771	\$3,119,739	6%
580: Gas Operations	\$28,760	\$410,885	7%
580: Improvements - Infrastructure	\$7,958	\$0	
580: Mare Island Admin	\$121,664	\$1,549,940	8%
580: Mare Island General Admin	\$8,072	\$113,339	7%
580: Reimbursable Customer Projects	\$24,042	\$105,000	23%
580: Mare Island Residential Units	\$13,028	\$106,356	12%
Pittsburg Power			
590: Pittsburg Power-General Admin	\$126,146	\$1,419,278	9%
Assess Distr-Cntry Plza Auto Mall #01-3			
715: Century Plaza Auto Mall A.D.#01-3	\$410	\$9,500	4%
VISTA DEL MAR CFD BOND 2005			
719: Bailey Estates A.D 06-01	\$740	\$17,145	4%
Re-Assessment District 2011-1			
725: Re-Assessment District 2011-1	\$2,127	\$49,300	4%
Successor Agency to the Former RDA			
801: Program Mgmt-Successor Agency Former RDA	\$5,394	\$125,010	4%
801: RDA-Admin	\$27,961	\$306,801	9%
San Marco CFD 2004-01			
209: San Marcos Police Community Facilities D	\$728	\$14,400	5%
Project Amenities Mgmt (CFD 2016-1)			
214: CFD 2016-1 Project Amenities Management	\$387	\$6,500	6%
Fire District CFD			
215: Fire District CFD	\$248	\$4,515	5%
CA Energy Conservation Program			
255: CEC Streetlight Lamp Retrofit	\$214	\$0	
Water Revenue Bond Proceeds			
500: Water Revenue Bond Proceeds	\$0	\$0	
San Marco CFD 2009-01 Bond Improv			
720: San Marco CFD 2009-01 Bond Impr	\$408	\$9,450	4%



Introduction

In the early 1970s, the cost allocation plan concept was introduced to many government agencies. The purpose of a typical cost allocation plan is to identify costs related to rendering internal central support services and allocate those costs to operating departments or programs that utilize and benefit from them, in a fair and equitable manner.

Before indirect costs and central support service charges may be claimed for reimbursement by an operating department, there must be some formal means of identifying, accumulating and distributing these types of costs to all benefiting departments. Regardless of whether an agency has a formal comprehensive cost accounting system, the best method of accumulating, identifying, and determining a distribution of indirect costs is a cost allocation plan.

A City is made up of many departments, each with their own specific purposes or functions. Departments whose primary function is to provide support internally to other City departments are called central services. Examples of central services are the City Attorney, City Clerk, Finance, and City Council. Within these groups there are numerous functions performed that provides support to the direct cost centers. The direct cost centers, or departments and funds, that require support from Central Services and provide services directly to the community through their day-to-day operations, are called operating departments. Examples of operating departments are Police, Public Works, Planning, and Building. The Cost Allocation Plan allocates the costs of the central services to the operating departments based on the nature of the functions of each central service, upon which the operating departments depend. This is done to determine the total cost associated with providing direct services. The overall goal of the cost allocation plan process is to allow cities to allocate a portion of the central service costs to the operating departments, thus 1) accounting for “all” costs, direct and indirect, for each operating department, and 2) facilitating the calculation of a fully burdened cost estimate of providing services to the public.

The purpose of this study is to:

- Identify the central support and operating departments in the City;
- Identify the functions and services provided by the central departments;
- Identify allocable and non-allocable costs associated with the City’s central service departments; and
- Distribute those costs to operating entities in a fair and equitable manner.



Approach

Methodology

The way in which each Indirect Service provides support to the operating departments is determined in order to perform allocations in a manner consistent with the nature of that Indirect Service. This ensures that the costs can be allocated to each operating department in a fair and equitable way. The Cost Allocation Plan identifies the functions of each central service department, and then determines a methodology to allocate or spread the central service costs in a manner that best represents the nature of those functions. The mathematical representations of central service functions used to allocate indirect costs are commonly called distribution bases. A distribution basis is a set of data displayed as the level of measure of each department's participation in a specific activity or City function. This basis is then used to distribute costs that reasonably relate to the activity or City function that the basis represents. Some examples of distribution bases are salary and benefits costs, number of full-time equivalent employees, frequencies of city council agenda items, and number of processed transactions. The data sets associated with these distribution bases for each department is collected to facilitate the allocation of indirect costs.

The methodology used for this Cost Allocation Plan is the iterative method, which is one of the most equitable methods for allocating costs from central services to operating departments. While not used as prevalently as simpler allocation methods, it is widely considered to be the most accurate. The iterative method utilizes a recursive application of central service cost distribution to allocate indirect costs. In the first step, the allocable costs of central service departments are identified and distributed to *all* departments including the central service departments themselves, based on the appropriate allocation bases that were selected to represent the manner in which central services are utilized. This is repeated ad infinitum until all costs have been distributed to the operating departments, and none remain with the central service departments.

As an example, consider the allocation of central service costs associated with City Treasurer. The function of the City Treasurer is identified, and the appropriate distribution basis is determined to be the modified total direct cost per department and fund. The allowable costs are then distributed to all City departments and funds based on their proportional share of the modified total direct cost, including other central services. The costs allocated from central service to central service in the initial allocation are then allocated out using the same distribution methodology. This function is performed as many times as necessary until all costs for City Treasurer have been allocated.

All central service departments are treated equally. That is to say, this method is performed concurrently for the allowable costs in each of the central service departments for each iteration until all costs associated with the central service departments have been allocated to each direct service department. The method is complete when the total amount of allocable costs remaining in the central service departments is equal to zero.



Applications

Public agencies use cost allocation plans for many purposes such as internal accounting, the justification of user fees, application for reimbursement from federal programs or the determination of administrative effort associated with special districts and/or municipal service activities. In many of these cases, the agency will be required to certify that the costs identified are “reasonable”. Per the *Code of Federal Regulations*, a cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when determining the amount that a public agency should be reimbursed for central service overhead activities associated with a federally funded program. Additionally, public agencies should consider special care to only identify the portion of central service costs that have not been reimbursed through other means (such as grants, user fee revenues, transfers from other departments or internal service funds) to avoid double-counting. These cost reductions are done before the allocation methodologies are used and are detailed within the model itself.

OMB Super Circular and 2 CFR Part 200

This report details the allocations for two separate cost allocation plans. The primary model, presented in text and tables in the below sections and in Appendix A, provides a plan that complies with the Office of Management and Budget Super Circular (the OMB Super Circular) and CFR Part 200 (Cost Principles) that are used to determine central overhead costs incurred while carrying out activities associated with Federal awards, cost reimbursement contracts and some other intergovernmental agreements (as required). The secondary model presented in Appendix B of this report is the full cost allocation plan, which the City should use for standard City operations and budgeting. Unless otherwise indicated, the details of this report and Appendix A contain the OMB compliant allocation plan. The Appendix B tables contain the full cost plan and utilize the same distribution methodology as the OMB Compliant plan. While the overall methodology used for both plans is the same, there are specific guidelines that require additional cost exemptions for OMB Super Circular compliance outside of what was done for the full cost plan. Where such exemptions are done in the methodology has been explained below. Some commonly encountered examples that are usually exempt under OMB Super Circular guidelines are:

- General Advertising
- Bad Debt
- Contingencies
- Litigation
- Debt Service
- Entertainment
- Capital
- Lobbying
- Legislative Body (City Council)
- Promotional Items



Central Service Departments

Eight (8) central service functions were identified for the purposes of this cost allocation plan:

- City Attorney
- City Clerk
- City Council
- City Manager
- Finance/Accounting
- Human Resources
- Non-Departmental
- Treasurer



Distribution Bases

Distribution bases are the allocation factors that may be used to distribute the allocable costs to all departments and funds. As discussed previously, distribution bases are measurable and readily available data that are utilized to represent activities or functions, and which are then used to distribute costs matching that activity or function. Below are the bases that were analyzed in this study and used to allocate Central Services costs to operating departments.

- City Council Agenda Frequency – City Council agendas spanning a 12-month period were used to determine the number of times each department and fund had matters brought before the City Council.
- Number of FTE Employees – The number of full-time equivalent personnel for each department and fund.
- Modified Total Direct Cost – The total allowable expenditure budgeted for each department and funds for FY 2018/19 which excludes capital, debt, non-operational transfers, and any other costs non-representative of the level of support received.
- Total Accounts Payable– The number of accounts payable processed for each department and fund in a year.
- Total Accounts Receivable– The number of accounts receivable processed for each department and fund in a year.
- Total Salaries & Benefits– The total salary & benefit expenditures for each department and fund for FY18/19.



Allocable Costs and Distribution Bases

Allocable Costs

Table 3 identifies the allocable cost of each central service department for the OMB compliant allocation plan, with the total allocable costs for this study being \$6,223,113. The total expenditures from the central service departments were \$7,932,940. However, \$1,709,827 of the expenditures identified as unallowable by the 200 CFR Part 200 and have been excluded from allocation. The primary exclusions were related to City Council, contingencies, and transfers. The remaining amount was distributed to the operating departments and the central services departments by distribution factor(s) that best represents the functions of each central service department and the demand placed on that central service by all City departments, as previously described in the Methodology section of this report. The allocation methodology for each central service is detailed in the following section of this report. Table 4 identifies the allocable cost of each central service department for the full cost allocation plan.

Table 3: Allocable Cost Summary (OMB Compliant CAP)

Allocable Cost Summary - Central Services		Fiscal Year 2018-2019	
Summary	Total Cost	Unallocable	
		Cost	Allocable Cost
	\$ 7,932,940	\$ 1,709,827	\$ 6,223,113
Central Service			
110: City Attorney	541,745	10,835	530,910
110: City Clerk	455,755	18,915	436,840
110: City Council	79,285	79,285	-
110: City Manager	174,382	8,584	165,798
110: Finance/Accounting	1,583,736	-	1,583,736
110: Human Resources	1,171,835	36,000	1,135,835
110: Non-Departmental	3,919,916	1,556,208	2,363,708
110: Treasurer	6,286	-	6,286



Table 4: Allocable Cost Summary (Full CAP)

Allocable Cost Summary - Central Services		Fiscal Year 2018-2019	
	Total Cost	Unallocable	
		Cost	Allocable Cost
Summary	\$ 7,932,940	\$ 990,370	\$ 6,942,570
Central Service			
110: City Attorney	541,745	-	541,745
110: City Clerk	455,755	-	455,755
110: City Council	79,285	-	79,285
110: City Manager	174,382	-	174,382
110: Finance/Accounting	1,583,736	-	1,583,736
110: Human Resources	1,171,835	-	1,171,835
110: Non-Departmental	3,919,916	990,370	2,929,546
110: Treasurer	6,286	-	6,286



Allocation Percentages

The first step of the iterative allocation method is to distribute the allocable costs of the central service departments to other central service departments and operating departments based on the distribution methodology and bases that best represent the activity of the central service, and the functions it serves. The sections below describe each central service and the methodology used to allocate their costs. Corresponding tables detailing each distribution are attached in the Appendices as tables A-1 through A-3 for the OMB compliant plan and B-1 for the full cost plan.

Section 1: City Attorney

The City Attorney provides legal staff support and advice to the City Council, City Departments, and staff on all legal matters relating to the operation of the City and concerning all legal matters. The City Attorney is the chief legal adviser for the City Council, City Commissions, and City staff. In that role, the City Attorney provides timely legal advice to enable staff, the City Council, and other City bodies to effectively analyze data and make informed business decisions.

Allocation Method

Based on the assessment of duties of the City Attorney, it is reasonable to distribute the allocable cost by using the method(s) described below.

- Due to the many functions, duties, and responsibilities of the City Attorney, multiple distribution bases were used to allocate the costs to represent the pull on their resources.
- The distribution factors used for the City Attorney include the modified total direct cost, total number of Council agendas, and the total number of FTE's per department and fund.

110: City Attorney

Total Agendas	33%
Total FTE's	33%
Modified Total Direct Cost	33%

Section 2: City Clerk

The City Clerk serves as the Clerk of the City Council and Secretary to all other Agencies within the City. The City Clerk is also the City's elections official, the filing officer for the Political Reform Act of 1974 regulations, the official custodian of the City's vital records and legislative history, city seal, and administrator of the City's records management program.

The City Clerk is responsible for production and publication of all Council/Agency agendas; attends the meetings, records and prepares minutes; conducts the City's elections; ensures public access to, authenticates and preserves public records; ensures compliance with legal noticing requirements for all meetings; coordinates recruitment, interview and appointment of the City's commissions; maintains the City's Municipal Code and administers the City's Records Management Program.



Allocation Method

Based on the assessment of duties of the City Clerk, it is reasonable to distribute the allocable cost by using the method(s) described below.

- Due to the many functions, duties, and responsibilities of the City Clerk, multiple distribution bases were used to allocate the costs to represent the pull on their resources and were given equal weight.
- The distribution factors used for the City Clerk include the total number of FTE's, total number of Council agendas, and the modified total direct cost per department and fund.

110: City Clerk

Total Agendas	33%
Total FTE's	33%
Modified Total Direct Cost	33%

Section 2: City Council

The City of Pittsburg operates under a council-manager form of government and derives its authority from both the California constitution and laws enacted by the state legislature. All legislative power is held by the City Council. The City Council consists of five publicly elected members. City Council members are elected in November and hold office for a four-year term. The Mayor is selected among the Council Members, holds office for one year, and has additional responsibilities such as presiding over the City Council meetings, signing official documents, and performing ceremonial functions.

The City Council adopts citywide goals and priorities and sets policy for the operation of the City. The City Council appoints the City Manager and the City Attorney, who report directly to the City Council. The City Council also appoints the members of the City's advisory commissions and committees. The City Council meets at least once a month in regular session, conducts special meetings and study sessions as needed, attends regional coordination meetings with other local government agencies and attends, as individuals and groups of three or less, neighborhood and community meetings.

Allocation Method

Based on the assessment of duties of the City Council, it is reasonable to distribute the allocable cost by using the method(s) described below.

- Due to the many functions, duties, and responsibilities of the City Council, multiple distribution bases were used to allocate the costs to represent the pull on their resources and were given equal weight.
- The distribution factors used for the City Council include the total number of Council agendas and the total number of FTE's per department and fund.
- For the OMB plan the costs of the City Council are not allocated to ensure OMB compliance.

110: City Council

Total Agendas	50%
Total FTE's	50%



Section 4: City Manager

The City Manager's Office (CMO) provides daily direction and leadership to City operations and the organization to implement City Council priorities and programs. The CMO provides information to the City Council and makes recommendations on all policy issues. In carrying out the direction and vision of the City Council, the City Manager ensures that the City's services are equally available to the entire community, and that residents have access to information regarding City policies, programs, and services.

The ultimate goals of the City Manager are to maintain the long-term fiscal health and viability of the City, promote and facilitate cooperative and constructive interaction and communication among the City, local and regional agencies, service providers, and community organizations, recommend the annual Operating Budget and Capital Improvements Program (CIP) budget, and coordinate and integrates City services to ensure effective, efficient and responsive service delivery

Allocation Method

Based on the assessment of duties of the City Manager, it is reasonable to distribute the allocable cost by using the method(s) described below.

- Due to the many functions, duties, and responsibilities of the City Manager, multiple distribution bases were used to allocate the costs to represent the pull on their resources and were given equal weight.
- The distribution factors used for City Manager include the total number of FTE's, total number of Council agendas, and the modified total direct cost per department and fund.

110: City Manager

Total Agendas	33%
Total FTE's	33%
Modified Total Direct Cost	33%

Section 5: Finance /Accounting

The Finance Department is responsible for accounting operations, payroll, budget, financial reporting, debt issuance and management, and investments for all of the City departments and agencies within the framework of City Policies and procedures. The Finance Department provides administration, accounting, fiscal management, and support services to the City while managing the Citywide budget development and maintaining up-to-date accounting and finance policies and procedures.

Allocation Method

Based on the assessment of the duties of the Finance / Accounting Department, it is reasonable to distribute the allocable cost by using the method(s) described below.

- Based on the operation of the Finance / Accounting Department and the primary functions they perform distribution bases were chosen to simulate the manner support is provided to the City's departments and funds.



- The distribution factors used for the Finance Department includes the total number of accounts payable, total number of accounts receivable, and modified total direct cost per department and fund.

110: Finance/Accounting

Modified Total Direct Cost	40%
Total Accounts Payable	50%
Total Accounts Receivable	10%

Section 6: Human Resources

The Human Resources Division is responsible for administering the City's personnel merit system, training, workers' compensation program, employee benefits, employee relations and equal opportunity programs. They are responsible for ensuring that all recruitment, hiring, placements, transfers, and promotions are made on the basis of individual qualifications and that the City has fair and equitable policies and procedures in place. Furthermore, they are responsible for ensuring those policies and procedures are uniformly interpreted and implemented.

Allocation Method

Based on the assessment of the duties of the Human Resources Department, it is reasonable to distribute the allocable cost by using the method(s) described below.

- Due to the personnel related functions, duties, and responsibilities of the Human Resources Department, multiple personnel related distribution bases were used to allocate the costs to represent the pull on their resources and were given equal weight.
- The distribution factors used for Human Resources include the total number of FTE's and the total salaries and benefits per department and fund.

110: Human Resources

Total Salaries and Benefits	50%
Total FTE's	50%

Section 7: Non-Departmental

Non-Departmental costs are related to the continued operations of the City but are not directly related to any one department.

Allocation Method

Based on the assessment of costs of Non-Departmental, it is reasonable to distribute the allocable cost by using the method(s) described below.

- The distribution factor used for Non-Departmental include the modified total direct cost per department and fund.

110: Non-Departmental

Modified Total Direct Cost	100%
----------------------------	------



Section 8: Treasurer

The elected City Treasurer is responsible for auditing and examining all investments made by the City of Pittsburgh authorized personnel. Such audit may be performed as deemed necessary and subsequently reported to the City Council. The City Treasurer reviews and approves all quarterly investment reports including cash reserves and bond proceeds to ensure compliance with state law and the City's investment policy.

Allocation Method

Based on the assessment of duties of the Treasurer, it is reasonable to distribute the allocable cost by using the method(s) described below.

- The distribution factor used for the Treasurer include the modified total direct cost per department and fund.

110: Treasurer

Modified Total Direct Cost	100%
----------------------------	------



Iterative Allocation

The total allocable expenditures of each central service department were allocated to other departments (including both operating departments and other central service departments) based on the individual methodologies outlined above in Sections 1 through 8 of the Allocation Percentages chapter. Any cost allocated from central service to central service is then reallocated out using the same methodology. This operation is done iteratively until all allocable cost is received by the operating departments and funds, and none remain with the central services. After completion of the iterative allocation method, a total combined allocable cost of \$6,223,113 was distributed to all departments and funds until the allocable cost remained only in the operating departments and funds, and the amount of allocable costs remaining in central service departments was equal to zero.

The full cost plan follows the same methodology with the exception that all costs that were excluded solely for OMB compliance, but were reasonable for the full plan, were made allowable and included in the allocation. See Table B-1 for additional details for the full cost plan.

After implementing the iterative allocation methodology, all allocable central service costs have been distributed to the operating departments and funds. Table 1 in the Executive Summary of this report summarized the distribution of the total allocable cost of \$6,223,113 to each recipient department for the OMB compliant CAP. Table 2 summarized the distribution of the total allocable cost of \$6,942,570 to each recipient department for the full cost CAP.



Appendix A

Appendix A lists the tables detailing the allocation methodology performed in allocating central service costs for the OMB Compliant cost allocation plan.



Table A-1: Initial Allocation Percentages (OMB Compliant CAP)

Central Service/Operating Departments	Central Service Departments							
	110: City Attorney	110: City Clerk	110: City Council	110: City Manager	110: Finance-Accounting	110: Human Resources	110: Non-Departmental	110: Treasurer
110: City Attorney	0.5%	0.5%	0.4%	0.5%	0.3%	1.0%	0.6%	0.6%
110: City Clerk	1.4%	1.4%	1.9%	1.4%	0.6%	0.5%	0.5%	0.5%
110: City Council	0.0%	0.0%	0.0%	0.0%	0.2%	0.1%	0.1%	0.1%
110: City Manager	6.0%	6.0%	9.0%	6.0%	0.4%	0.4%	0.2%	0.2%
110: Finance-Accounting	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: Human Resources	5.0%	5.0%	6.9%	5.0%	1.5%	1.9%	1.2%	1.2%
110: Non-Departmental	1.0%	1.0%	0.0%	1.0%	1.7%	0.0%	3.0%	3.0%
110: Treasurer	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: Building-Code enforcement	1.3%	1.3%	1.4%	1.3%	0.9%	2.1%	1.1%	1.1%
110: Engineering	8.1%	8.1%	11.2%	8.1%	1.7%	4.4%	2.0%	2.0%
110: Graffiti Removal Program	0.2%	0.2%	0.2%	0.2%	0.4%	0.4%	0.2%	0.2%
110: Planning	6.5%	6.5%	9.0%	6.5%	1.7%	1.6%	1.5%	1.5%
110: Police - Family Justice Center	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%
110: Police - Marine Patrol	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%
110: Police- Admin & Support Services	5.4%	5.4%	4.9%	5.4%	14.6%	3.9%	6.3%	6.3%
110: Police- Operations Bureau	13.9%	13.9%	13.1%	13.9%	7.2%	27.9%	15.5%	15.5%
110: Police-Investigations	3.2%	3.2%	2.8%	3.2%	2.5%	6.4%	4.0%	4.0%
110: Police-Support Services	3.3%	3.3%	3.5%	3.3%	1.5%	6.4%	3.0%	3.0%
110: Public Works	0.4%	0.4%	0.0%	0.4%	1.3%	0.1%	1.1%	1.1%
110: Public Works/Administration	0.6%	0.6%	0.9%	0.6%	0.1%	0.0%	0.1%	0.1%
110: Public Works/Streets	2.3%	2.3%	2.5%	2.3%	4.2%	4.3%	1.8%	1.8%
110: Recreation-Admin	0.3%	0.3%	0.4%	0.3%	0.4%	0.2%	0.2%	0.2%
110: Recreation-Aquatics	0.1%	0.1%	0.0%	0.1%	0.3%	0.2%	0.2%	0.2%
110: Recreation-Community Events	0.0%	0.0%	0.0%	0.0%	0.3%	0.0%	0.1%	0.1%
110: Recreation-Senior Center	0.4%	0.4%	0.4%	0.4%	1.1%	0.7%	0.5%	0.5%
110: Recreation-Small World Park	0.0%	0.0%	0.0%	0.0%	0.9%	0.1%	0.1%	0.1%
110: Recreation-Special Interest Classes	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: Recreation-Sports	0.2%	0.2%	0.2%	0.2%	0.2%	0.4%	0.2%	0.2%
110: Recreation-Teen Activities	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.1%	0.1%
120: City Share of CA Theatre Operations	0.1%	0.1%	0.0%	0.1%	0.4%	0.0%	0.3%	0.3%
140: Emergency Operations Event	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
202: B.I.D - Business Improvement Tax	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.1%	0.1%
202: Economic Development Fund	2.3%	2.3%	3.3%	2.3%	0.4%	0.2%	0.3%	0.3%
204: Measure C Tax	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
205: Citywide Concrete Program	0.0%	0.0%	0.0%	0.0%	0.2%	0.0%	0.1%	0.1%
205: Citywide Landscape	2.4%	2.4%	2.3%	2.4%	6.1%	3.7%	2.6%	2.6%
205: Citywide Street L & L Admin	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
205: Citywide Street Lighting	0.4%	0.4%	0.2%	0.4%	0.7%	0.5%	0.8%	0.8%
205: Citywide Street Trees	0.5%	0.5%	0.5%	0.5%	0.5%	0.9%	0.5%	0.5%
206: Oak Hills Landscape	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%
207: Maintenance/Trash & Illicit Discharge	0.5%	0.5%	0.5%	0.5%	1.2%	0.8%	0.5%	0.5%
207: Non-Departmental	0.1%	0.1%	0.0%	0.1%	0.1%	0.0%	0.3%	0.3%
207: NPDES Administration & Outreach	0.3%	0.3%	0.2%	0.3%	0.2%	0.5%	0.4%	0.4%
208: GHAD Toscana Basin	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
208: Southwest Pittsburg GHAD II	0.3%	0.3%	0.5%	0.3%	0.1%	0.0%	0.1%	0.1%
209: San Marcos Police Community Facilities D	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
210: Local Enforcement Agency	0.2%	0.2%	0.2%	0.2%	0.3%	0.5%	0.2%	0.2%
210: Solid Waste Management	1.8%	1.8%	2.6%	1.8%	0.7%	0.1%	0.3%	0.3%
211: Lighting & Landscaping	0.1%	0.1%	0.0%	0.1%	0.1%	0.1%	0.1%	0.1%
214: CFD 2016-1 Project Amenities Management	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%



Table A-1: Initial Allocation Percentages (OMB Compliant CAP) - *continued*

Central Service/Operating Departments	Central Service Departments							
	110: City Attorney	110: City Clerk	110: City Council	110: City Manager	110: Finance- Accounting	110: Human Resources	110: Non- Departmental	110: Treasurer
215: Fire District CFD	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
219: Vista Del Mar CFD 2005-2	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
220: Public Safety Service CFD 2005-01	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
226: GHAD Administration	0.4%	0.4%	0.3%	0.4%	0.2%	0.8%	0.5%	0.5%
227: Public, Education & Governmental (PEG)	0.2%	0.2%	0.2%	0.2%	0.2%	0.0%	0.1%	0.1%
231: CDBG-Housing Rehab Loans	0.1%	0.1%	0.0%	0.1%	0.1%	0.0%	0.2%	0.2%
233: CDBG Entitlements	0.1%	0.1%	0.0%	0.1%	0.5%	0.0%	0.4%	0.4%
233: CDBG-Program Administration #04-041	0.1%	0.1%	0.1%	0.1%	0.2%	0.2%	0.1%	0.1%
241: Housing Authority	7.1%	7.1%	2.6%	7.1%	7.2%	2.2%	16.0%	16.0%
241: Rental Property Program	0.0%	0.0%	0.0%	0.0%	0.2%	0.0%	0.0%	0.0%
241: Veterans Affairs Supportive Housing	0.6%	0.6%	0.0%	0.6%	0.7%	0.0%	1.9%	1.9%
248: 916 Cumberland (Community Access)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%
248: SA Housing First Time Home Buyer Pgm	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
248: Successor Agency Housing	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%
248: Successor Agency Housing S/A	0.1%	0.1%	0.0%	0.1%	0.1%	0.1%	0.2%	0.2%
255: CEC Streetlight Lamp Retrofit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
303: Engineering	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
304: Park Dedication CIP-Improvements-Other	0.0%	0.0%	0.0%	0.0%	0.2%	0.0%	0.0%	0.0%
412: Pension Obligation Bond	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
500: Water Revenue Bond Proceeds	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
501: Finance/Utility Billing	1.5%	1.5%	1.5%	1.5%	1.1%	2.5%	1.5%	1.5%
501: Water Bonds Debt Service	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
501: Water Lines	4.8%	4.8%	5.1%	4.8%	5.7%	7.2%	4.3%	4.3%
501: Water Purification	5.2%	5.2%	2.1%	5.2%	8.3%	4.4%	11.4%	11.4%
521: Sewer Maintenance	1.9%	1.9%	1.8%	1.9%	2.4%	3.2%	2.1%	2.1%
521: Waste Water Ref Bonds 2004	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
540: Water Front Division	1.1%	1.1%	0.9%	1.1%	1.4%	1.5%	1.5%	1.5%
550: Marina Operations	1.4%	1.4%	1.2%	1.4%	5.0%	2.0%	2.0%	2.0%
580: Electric Operations	1.8%	1.8%	1.1%	1.8%	2.8%	2.2%	3.2%	3.2%
580: Gas Operations	0.2%	0.2%	0.1%	0.2%	0.5%	0.3%	0.4%	0.4%
580: Improvements - Infrastructure	0.0%	0.0%	0.0%	0.0%	0.5%	0.0%	0.0%	0.0%
580: Mare Island Admin	1.1%	1.1%	0.8%	1.1%	2.3%	1.4%	1.6%	1.6%
580: Mare Island General Admin	0.1%	0.1%	0.1%	0.1%	0.1%	0.2%	0.1%	0.1%
580: Mare Island Residential Units	0.0%	0.0%	0.0%	0.0%	0.5%	0.0%	0.1%	0.1%
580: Reimbursable Customer Projects	0.0%	0.0%	0.0%	0.0%	1.2%	0.0%	0.1%	0.1%
590: Pittsburg Power-General Admin	1.8%	1.8%	2.0%	1.8%	2.6%	0.9%	1.5%	1.5%
715: Century Plaza Auto Mall A.D.#01-3	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
719: Bailey Estates A.D 06-01	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
720: San Marco CFD 2009-01 Bond Impr	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
725: Re-Assessment District 2011-1	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%
801: Program Mgmt-Successor Agency Former RDA	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.1%	0.1%
801: RDA-Admin	0.7%	0.7%	0.9%	0.7%	0.1%	0.5%	0.3%	0.3%



Table A-2: Final Allocation Percentages (OMB Compliant CAP)

Central Service/Operating Departments	Central Service Departments							
	110: City Attorney	110: City Clerk	110: City Council	110: City Manager	110: Finance-Accounting	110: Human Resources	110: Non-Departmental	110: Treasurer
110: City Attorney	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: City Clerk	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: City Council	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: City Manager	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: Finance-Accounting	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: Human Resources	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: Non-Departmental	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: Treasurer	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: Building-Code enforcement	1.5%	1.5%	1.7%	1.5%	1.0%	2.2%	1.1%	1.1%
110: Engineering	8.4%	8.4%	11.5%	8.4%	1.9%	4.6%	2.2%	2.2%
110: Graffiti Removal Program	0.3%	0.3%	0.3%	0.3%	0.5%	0.4%	0.2%	0.2%
110: Planning	6.6%	6.6%	9.1%	6.6%	1.8%	1.8%	1.6%	1.6%
110: Police - Family Justice Center	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%
110: Police - Marine Patrol	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%
110: Police- Admin & Support Services	6.6%	6.6%	6.5%	6.6%	15.0%	4.5%	6.8%	6.8%
110: Police- Operations Bureau	16.6%	16.6%	16.6%	16.6%	8.2%	28.1%	16.4%	16.4%
110: Police-Investigations	3.9%	3.9%	3.7%	3.9%	2.7%	6.4%	4.2%	4.2%
110: Police-Support Services	3.9%	3.9%	4.3%	3.9%	1.7%	6.5%	3.2%	3.2%
110: Public Works	0.5%	0.5%	0.1%	0.5%	1.3%	0.1%	1.1%	1.1%
110: Public Works/Administration	0.6%	0.6%	0.9%	0.6%	0.1%	0.0%	0.1%	0.1%
110: Public Works/Streets	2.8%	2.8%	3.3%	2.8%	4.4%	4.4%	1.9%	1.9%
110: Recreation-Admin	0.4%	0.4%	0.4%	0.4%	0.4%	0.3%	0.2%	0.2%
110: Recreation-Aquatics	0.1%	0.1%	0.0%	0.1%	0.3%	0.2%	0.2%	0.2%
110: Recreation-Community Events	0.0%	0.0%	0.0%	0.0%	0.4%	0.0%	0.1%	0.1%
110: Recreation-Senior Center	0.5%	0.5%	0.5%	0.5%	1.2%	0.7%	0.5%	0.5%
110: Recreation-Small World Park	0.1%	0.1%	0.1%	0.1%	0.9%	0.1%	0.1%	0.1%
110: Recreation-Special Interest Classes	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: Recreation-Sports	0.3%	0.3%	0.3%	0.3%	0.2%	0.4%	0.2%	0.2%
110: Recreation-Teen Activities	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.1%	0.1%
120: City Share of CA Theatre Operations	0.1%	0.1%	0.0%	0.1%	0.4%	0.0%	0.3%	0.3%
140: Emergency Operations Event	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
202: B.I.D - Business Improvement Tax	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.1%	0.1%
202: Economic Development Fund	2.3%	2.3%	3.3%	2.3%	0.5%	0.3%	0.4%	0.4%
204: Measure C Tax	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
205: Citywide Concrete Program	0.1%	0.1%	0.0%	0.1%	0.3%	0.0%	0.1%	0.1%
205: Citywide Landscape	3.0%	3.0%	3.1%	3.0%	6.2%	3.9%	2.9%	2.9%
205: Citywide Street L & L Admin	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
205: Citywide Street Lighting	0.5%	0.5%	0.4%	0.5%	0.7%	0.5%	0.8%	0.8%
205: Citywide Street Trees	0.6%	0.6%	0.6%	0.6%	0.6%	0.9%	0.6%	0.6%
206: Oak Hills Landscape	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%
207: Maintenance/Trash & Illicit Discharge	0.6%	0.6%	0.7%	0.6%	1.2%	0.9%	0.5%	0.5%
207: Non-Departmental	0.1%	0.1%	0.0%	0.1%	0.1%	0.0%	0.3%	0.3%
207: NPDES Administration & Outreach	0.3%	0.3%	0.3%	0.3%	0.2%	0.5%	0.4%	0.4%
208: GHAD Toscana Basin	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
208: Southwest Pittsburg GHAD II	0.3%	0.3%	0.5%	0.3%	0.1%	0.0%	0.1%	0.1%
209: San Marcos Police Community Facilities D	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
210: Local Enforcement Agency	0.3%	0.3%	0.3%	0.3%	0.3%	0.5%	0.3%	0.3%
210: Solid Waste Management	1.8%	1.8%	2.6%	1.8%	0.8%	0.2%	0.3%	0.3%
211: Lighting & Landscaping	0.1%	0.1%	0.1%	0.1%	0.2%	0.1%	0.1%	0.1%
214: CFD 2016-1 Project Amenities Management	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%



Table A-2: Final Allocation Percentages (OMB Compliant CAP) - *continued*

Central Service/Operating Departments	Central Service Departments							
	110: City Attorney	110: City Clerk	110: City Council	110: City Manager	110: Finance-Accounting	110: Human Resources	110: Non-Departmental	110: Treasurer
215: Fire District CFD	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
219: Vista Del Mar CFD 2005-2	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
220: Public Safety Service CFD 2005-01	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
226: GHAD Administration	0.4%	0.4%	0.4%	0.4%	0.2%	0.8%	0.5%	0.5%
227: Public, Education & Governmental (PEG)	0.2%	0.2%	0.2%	0.2%	0.2%	0.0%	0.1%	0.1%
231: CDBG-Housing Rehab Loans	0.1%	0.1%	0.0%	0.1%	0.1%	0.0%	0.2%	0.2%
233: CDBG Entitlements	0.2%	0.2%	0.1%	0.2%	0.5%	0.0%	0.4%	0.4%
233: CDBG-Program Administration #04-041	0.1%	0.1%	0.1%	0.1%	0.2%	0.2%	0.1%	0.1%
241: Housing Authority	8.1%	8.1%	4.0%	8.1%	7.6%	2.6%	16.5%	16.5%
241: Rental Property Program	0.0%	0.0%	0.0%	0.0%	0.2%	0.0%	0.0%	0.0%
241: Veterans Affairs Supportive Housing	0.7%	0.7%	0.1%	0.7%	0.8%	0.0%	1.9%	1.9%
248: 916 Cumberland (Community Access)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%
248: SA Housing First Time Home Buyer Pgm	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
248: Successor Agency Housing	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%
248: Successor Agency Housing S/A	0.1%	0.1%	0.1%	0.1%	0.2%	0.1%	0.2%	0.2%
255: CEC Streetlight Lamp Retrofit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
303: Engineering	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
304: Park Dedication CIP-Improvements-Other	0.0%	0.0%	0.0%	0.0%	0.2%	0.0%	0.0%	0.0%
412: Pension Obligation Bond	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
500: Water Revenue Bond Proceeds	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
501: Finance/Utility Billing	1.7%	1.7%	1.8%	1.7%	1.2%	2.5%	1.6%	1.6%
501: Water Bonds Debt Service	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
501: Water Lines	5.7%	5.7%	6.3%	5.7%	6.0%	7.4%	4.7%	4.7%
501: Water Purification	6.3%	6.3%	3.6%	6.3%	8.7%	4.8%	11.8%	11.8%
521: Sewer Maintenance	2.3%	2.3%	2.4%	2.3%	2.5%	3.3%	2.2%	2.2%
521: Waste Water Ref Bonds 2004	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
540: Water Front Division	1.3%	1.3%	1.2%	1.3%	1.4%	1.6%	1.5%	1.5%
550: Marina Operations	1.9%	1.9%	1.8%	1.9%	5.1%	2.2%	2.1%	2.1%
580: Electric Operations	2.2%	2.2%	1.7%	2.2%	2.9%	2.3%	3.4%	3.4%
580: Gas Operations	0.3%	0.3%	0.2%	0.3%	0.5%	0.3%	0.4%	0.4%
580: Improvements - Infrastructure	0.0%	0.0%	0.0%	0.0%	0.5%	0.0%	0.0%	0.0%
580: Mare Island Admin	1.4%	1.4%	1.2%	1.4%	2.4%	1.4%	1.7%	1.7%
580: Mare Island General Admin	0.1%	0.1%	0.1%	0.1%	0.1%	0.2%	0.1%	0.1%
580: Mare Island Residential Units	0.1%	0.1%	0.0%	0.1%	0.5%	0.0%	0.1%	0.1%
580: Reimbursable Customer Projects	0.1%	0.1%	0.1%	0.1%	1.2%	0.0%	0.1%	0.1%
590: Pittsburg Power-General Admin	2.0%	2.0%	2.2%	2.0%	2.7%	1.0%	1.6%	1.6%
715: Century Plaza Auto Mall A.D.#01-3	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
719: Bailey Estates A.D 06-01	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
720: San Marco CFD 2009-01 Bond Impr	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
725: Re-Assessment District 2011-1	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%
801: Program Mgmt-Successor Agency Former RDA	0.1%	0.1%	0.0%	0.1%	0.1%	0.0%	0.1%	0.1%
801: RDA-Admin	0.7%	0.7%	0.9%	0.7%	0.2%	0.5%	0.3%	0.3%



Table A-3: Final Allocation Amounts (OMB Compliant CAP)

Department Classification	Department	Central Service Departments								Total Allocation
		110: City Attorney	110: City Clerk	110: City Council	110: City Manager	110: Finance-Accounting	110: Human Resources	110: Non-Departmental	110: Treasurer	
		530,910	436,840	0	165,798	1,583,736	1,135,835	2,363,708	6,286	
Central Service	110: City Attorney	0	0	-	0	0	0	0	0	0
Central Service	110: City Clerk	0	0	-	0	0	0	0	0	0
Central Service	110: City Council	0	0	-	0	0	0	0	0	0
Central Service	110: City Manager	0	0	-	0	0	0	0	0	0
Central Service	110: Finance-Accounting	0	0	-	0	0	0	0	0	0
Central Service	110: Human Resources	0	0	-	0	0	0	0	0	0
Central Service	110: Non-Departmental	0	0	-	0	0	0	0	0	0
Central Service	110: Treasurer	0	0	-	0	0	0	0	0	0
Operating Department	110: Building-Code enforcement	8,072	6,642	-	2,521	15,955	24,628	27,155	72	85,044
Operating Department	110: Engineering	44,712	36,790	-	13,963	30,724	52,122	51,606	137	230,055
Operating Department	110: Graffiti Removal Program	1,367	1,125	-	427	7,147	4,302	4,447	12	18,827
Operating Department	110: Planning	35,177	28,944	-	10,985	28,926	20,590	38,572	103	163,297
Operating Department	110: Police - Family Justice Center	248	204	-	78	349	908	1,029	3	2,819
Operating Department	110: Police - Marine Patrol	38	31	-	12	856	21	308	1	1,267
Operating Department	110: Police- Admin & Support Services	34,880	28,700	-	10,893	237,065	51,118	160,027	426	523,108
Operating Department	110: Police- Operations Bureau	87,871	72,301	-	27,441	129,195	319,222	387,954	1,032	1,025,016
Operating Department	110: Police-Investigations	20,592	16,943	-	6,431	42,897	73,098	98,981	263	259,205
Operating Department	110: Police-Support Services	20,744	17,068	-	6,478	27,541	73,297	75,578	201	220,907
Operating Department	110: Public Works	2,454	2,020	-	766	20,429	1,483	26,344	70	53,566
Operating Department	110: Public Works/Administration	3,439	2,830	-	1,074	1,902	299	2,674	7	12,224
Operating Department	110: Public Works/Streets	14,996	12,339	-	4,683	69,247	49,873	45,964	122	197,224
Operating Department	110: Recreation-Admin	1,923	1,582	-	600	6,113	2,968	5,609	15	18,810
Operating Department	110: Recreation-Aquatics	560	460	-	175	4,259	2,397	5,538	15	13,403
Operating Department	110: Recreation-Community Events	223	184	-	70	5,561	524	1,606	4	8,172
Operating Department	110: Recreation-Senior Center	2,894	2,381	-	904	18,554	8,087	12,864	34	45,719
Operating Department	110: Recreation-Small World Park	473	389	-	148	14,568	1,096	2,889	8	19,572
Operating Department	110: Recreation-Special Interest Classes	14	12	-	5	368	9	110	0	518
Operating Department	110: Recreation-Sports	1,397	1,149	-	436	2,873	4,535	5,547	15	15,952
Operating Department	110: Recreation-Teen Activities	130	107	-	40	1,518	89	1,307	3	3,195
Operating Department	120: City Share of CA Theatre Operations	611	502	-	191	5,694	155	6,495	17	13,665
Operating Department	140: Emergency Operations Event	82	68	-	26	726	20	885	2	1,809
Operating Department	202: B.I.D - Business Improvement Tax	142	117	-	44	1,147	32	1,540	4	3,026
Operating Department	202: Economic Development Fund	12,289	10,112	-	3,838	7,715	3,021	9,378	25	46,377
Operating Department	204: Measure C Tax	24	20	-	7	215	6	255	1	528
Operating Department	205: Citywide Concrete Program	272	224	-	85	3,983	520	1,627	4	6,714
Operating Department	205: Citywide Landscape	16,165	13,300	-	5,048	98,750	43,918	67,843	180	245,204
Operating Department	205: Citywide Street L & L Admin	62	51	-	19	248	8	727	2	1,118
Operating Department	205: Citywide Street Lighting	2,723	2,240	-	850	11,235	5,648	18,876	50	41,623
Operating Department	205: Citywide Street Trees	3,173	2,611	-	991	9,108	10,629	13,030	35	39,577
Operating Department	206: Oak Hills Landscape	91	75	-	28	1,341	194	834	2	2,566
Operating Department	207: Maintenance/Trash & Illicit Discharge	3,384	2,785	-	1,057	19,074	9,923	12,674	34	48,931
Operating Department	207: Non-Departmental	538	443	-	168	1,749	62	6,356	17	9,333
Operating Department	207: NPDES Administration & Outreach	1,773	1,459	-	554	3,610	5,904	9,201	24	22,524
Operating Department	208: GHAD Toscana Basin	1	1	-	0	4	0	14	0	20
Operating Department	208: Southwest Pittsburg GHAD II	1,818	1,496	-	568	2,207	128	2,559	7	8,784
Operating Department	209: San Marcos Police Community Facilities D	32	27	-	10	197	6	365	1	637
Operating Department	210: Local Enforcement Agency	1,557	1,281	-	486	4,406	5,365	6,160	16	19,271
Operating Department	210: Solid Waste Management	9,700	7,981	-	3,029	12,469	1,955	7,746	21	42,901
Operating Department	211: Lighting & Landscaping	393	323	-	123	2,396	1,132	1,949	5	6,321
Operating Department	214: CFD 2016-1 Project Amenities Management	16	13	-	5	142	4	166	0	346
Operating Department	215: Fire District CFD	10	9	-	3	80	2	115	0	219
Operating Department	219: Vista Del Mar CFD 2005-2	2	2	-	1	7	0	26	0	39
Operating Department	220: Public Safety Service CFD 2005-01	27	22	-	8	224	6	288	1	576
Operating Department	226: GHAD Administration	2,279	1,875	-	712	3,637	8,783	12,629	34	29,948
Operating Department	227: Public, Education & Governmental (PEG)	1,109	913	-	346	3,583	129	3,288	9	9,376
Operating Department	231: CDBG-Housing Rehab Loans	392	323	-	122	1,303	351	4,545	12	7,048
Operating Department	233: CDBG Entitlements	964	793	-	301	8,170	226	10,412	28	20,894
Operating Department	233: CDBG-Program Administration #04-041	758	624	-	237	2,729	2,535	3,428	9	10,319
Operating Department	241: Housing Authority	43,220	35,562	-	13,497	120,816	29,308	390,220	1,038	633,661
Operating Department	241: Rental Property Program	77	63	-	24	2,999	71	381	1	3,616
Operating Department	241: Veterans Affairs Supportive Housing	3,809	3,134	-	1,190	12,372	440	44,971	120	66,037



Table A-3: Final Allocation Amounts (OMB Compliant CAP) - continued

Department Classification	Department	Central Service Departments							Total Allocation
		110: City Attorney	110: City Clerk	110: City Council	110: City Manager	110: Finance-Accounting	110: Human Resources	110: Non-Departmental	
		530,910	436,840	0	165,798	1,583,736	1,135,835	2,363,708	6,223,113
Operating Department	248: 916 Cumberland (Community Access)	169	139	-	53	549	20	1,996	2,931
Operating Department	248: SA Housing First Time Home Buyer Pgm	5	4	-	1	153	4	29	195
Operating Department	248: Successor Agency Housing	213	175	-	66	692	25	2,514	3,691
Operating Department	248: Successor Agency Housing S/A	623	513	-	195	2,393	940	5,304	9,982
Operating Department	255: CEC Streetlight Lamp Retrofit	3	3	-	1	194	5	5	211
Operating Department	303: Engineering	133	110	-	42	179	492	616	1,573
Operating Department	304: Park Dedication CIP-Improvements-Other	52	43	-	16	2,969	69	79	3,229
Operating Department	412: Pension Obligation Bond	17	14	-	5	237	6	161	440
Operating Department	500: Water Revenue Bond Proceeds	-	-	-	-	-	-	-	-
Operating Department	501: Finance/Utility Billing	9,268	7,626	-	2,894	18,332	28,846	38,000	105,068
Operating Department	501: Water Bonds Debt Service	86	71	-	27	508	15	971	1,680
Operating Department	501: Water Lines	30,382	24,999	-	9,488	94,356	84,589	109,974	354,081
Operating Department	501: Water Purification	33,519	27,580	-	10,468	137,055	54,026	279,362	542,753
Operating Department	521: Sewer Maintenance	12,281	10,105	-	3,835	39,747	36,928	52,094	155,128
Operating Department	521: Waste Water Ref Bonds 2004	-	-	-	-	-	-	-	-
Operating Department	540: Water Front Division	7,077	5,823	-	2,210	22,764	17,952	36,344	92,267
Operating Department	550: Marina Operations	10,072	8,287	-	3,145	81,293	24,534	50,597	178,063
Operating Department	580: Electric Operations	11,869	9,766	-	3,707	46,050	26,025	79,993	177,623
Operating Department	580: Gas Operations	1,580	1,300	-	493	8,334	3,494	10,594	25,823
Operating Department	580: Improvements - Infrastructure	127	105	-	40	7,240	169	192	7,873
Operating Department	580: Mare Island Admin	7,199	5,923	-	2,248	37,843	16,441	40,282	110,043
Operating Department	580: Mare Island General Admin	541	445	-	169	1,226	1,887	2,926	7,201
Operating Department	580: Mare Island Residential Units	361	297	-	113	8,412	206	2,877	12,274
Operating Department	580: Reimbursable Customer Projects	535	441	-	167	18,475	441	3,110	23,177
Operating Department	590: Pittsburg Power-General Admin	10,700	8,804	-	3,342	42,490	11,641	37,241	114,317
Operating Department	715: Century Plaza Auto Mall A.D.#01-3	20	17	-	6	66	2	239	351
Operating Department	719: Bailey Estates A.D 06-01	37	30	-	11	119	4	431	633
Operating Department	720: San Marco CFD 2009-01 Bond Impr	20	17	-	6	65	2	238	349
Operating Department	725: Re-Assessment District 2011-1	105	86	-	33	341	12	1,239	1,820
Operating Department	801: Program Mgmt-Successor Agency Former RDA	266	219	-	83	865	31	3,142	4,614
Operating Department	801: RDA-Admin	3,951	3,251	-	1,234	2,406	5,878	8,067	24,808



Appendix B

Appendix B provides the table detailing the allocation performed in allocating central service costs for the full cost allocation plan. The methodology for the full plan is the same as for the OMB compliant plan, as it is the most reasonable and represents how indirect support is provided in the City. The difference between the two plans, as has been described in this report, is in the costs that can be allocated.



Table B-1: Initial Allocation Percentages (Full CAP)

Central Service/Operating Departments	Central Service Departments							
	110: City Attorney	110: City Clerk	110: City Council	110: City Manager	110: Finance-Accounting	110: Human Resources	110: Non-Departmental	110: Treasurer
110: City Attorney	0.5%	0.5%	0.4%	0.5%	0.3%	1.0%	0.6%	0.6%
110: City Clerk	1.4%	1.4%	1.9%	1.4%	0.6%	0.5%	0.5%	0.5%
110: City Council	0.0%	0.0%	0.0%	0.0%	0.2%	0.1%	0.1%	0.1%
110: City Manager	6.0%	6.0%	9.0%	6.0%	0.4%	0.4%	0.2%	0.2%
110: Finance-Accounting	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: Human Resources	5.0%	5.0%	6.9%	5.0%	1.5%	1.9%	1.2%	1.2%
110: Non-Departmental	1.0%	1.0%	0.0%	1.0%	1.7%	0.0%	3.0%	3.0%
110: Treasurer	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: Building-Code enforcement	1.3%	1.3%	1.4%	1.3%	0.9%	2.1%	1.1%	1.1%
110: Engineering	8.1%	8.1%	11.2%	8.1%	1.7%	4.4%	2.0%	2.0%
110: Graffiti Removal Program	0.2%	0.2%	0.2%	0.2%	0.4%	0.4%	0.2%	0.2%
110: Planning	6.5%	6.5%	9.0%	6.5%	1.7%	1.6%	1.5%	1.5%
110: Police - Family Justice Center	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%
110: Police - Marine Patrol	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%
110: Police- Admin & Support Services	5.4%	5.4%	4.9%	5.4%	14.6%	3.9%	6.3%	6.3%
110: Police- Operations Bureau	13.9%	13.9%	13.1%	13.9%	7.2%	27.9%	15.5%	15.5%
110: Police-Investigations	3.2%	3.2%	2.8%	3.2%	2.5%	6.4%	4.0%	4.0%
110: Police-Support Services	3.3%	3.3%	3.5%	3.3%	1.5%	6.4%	3.0%	3.0%
110: Public Works	0.4%	0.4%	0.0%	0.4%	1.3%	0.1%	1.1%	1.1%
110: Public Works/Administration	0.6%	0.6%	0.9%	0.6%	0.1%	0.0%	0.1%	0.1%
110: Public Works/Streets	2.3%	2.3%	2.5%	2.3%	4.2%	4.3%	1.8%	1.8%
110: Recreation-Admin	0.3%	0.3%	0.4%	0.3%	0.4%	0.2%	0.2%	0.2%
110: Recreation-Aquatics	0.1%	0.1%	0.0%	0.1%	0.3%	0.2%	0.2%	0.2%
110: Recreation-Community Events	0.0%	0.0%	0.0%	0.0%	0.3%	0.0%	0.1%	0.1%
110: Recreation-Senior Center	0.4%	0.4%	0.4%	0.4%	1.1%	0.7%	0.5%	0.5%
110: Recreation-Small World Park	0.0%	0.0%	0.0%	0.0%	0.9%	0.1%	0.1%	0.1%
110: Recreation-Special Interest Classes	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: Recreation-Sports	0.2%	0.2%	0.2%	0.2%	0.2%	0.4%	0.2%	0.2%
110: Recreation-Teen Activities	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.1%	0.1%
120: City Share of CA Theatre Operations	0.1%	0.1%	0.0%	0.1%	0.4%	0.0%	0.3%	0.3%
140: Emergency Operations Event	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
202: B.I.D - Business Improvement Tax	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.1%	0.1%
202: Economic Development Fund	2.3%	2.3%	3.3%	2.3%	0.4%	0.2%	0.3%	0.3%
204: Measure C Tax	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
205: Citywide Concrete Program	0.0%	0.0%	0.0%	0.0%	0.2%	0.0%	0.1%	0.1%
205: Citywide Landscape	2.4%	2.4%	2.3%	2.4%	6.1%	3.7%	2.6%	2.6%
205: Citywide Street L & L Admin	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
205: Citywide Street Lighting	0.4%	0.4%	0.2%	0.4%	0.7%	0.5%	0.8%	0.8%
205: Citywide Street Trees	0.5%	0.5%	0.5%	0.5%	0.5%	0.9%	0.5%	0.5%
206: Oak Hills Landscape	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%
207: Maintenance/Trash & Illicit Discharge	0.5%	0.5%	0.5%	0.5%	1.2%	0.8%	0.5%	0.5%
207: Non-Departmental	0.1%	0.1%	0.0%	0.1%	0.1%	0.0%	0.3%	0.3%
207: NPDES Administration & Outreach	0.3%	0.3%	0.2%	0.3%	0.2%	0.5%	0.4%	0.4%
208: GHAD Toscana Basin	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
208: Southwest Pittsburg GHAD II	0.3%	0.3%	0.5%	0.3%	0.1%	0.0%	0.1%	0.1%
209: San Marcos Police Community Facilities D	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
210: Local Enforcement Agency	0.2%	0.2%	0.2%	0.2%	0.3%	0.5%	0.2%	0.2%
210: Solid Waste Management	1.8%	1.8%	2.6%	1.8%	0.7%	0.1%	0.3%	0.3%
211: Lighting & Landscaping	0.1%	0.1%	0.0%	0.1%	0.1%	0.1%	0.1%	0.1%
214: CFD 2016-1 Project Amenities Management	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%



Table B-1: Initial Allocation Percentages (Full CAP) – *continued*

Central Service/Operating Departments	Central Service Departments							
	110: City Attorney	110: City Clerk	110: City Council	110: City Manager	110: Finance-Accounting	110: Human Resources	110: Non-Departmental	110: Treasurer
215: Fire District CFD	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
219: Vista Del Mar CFD 2005-2	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
220: Public Safety Service CFD 2005-01	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
226: GHAD Administration	0.4%	0.4%	0.3%	0.4%	0.2%	0.8%	0.5%	0.5%
227: Public, Education & Governmental (PEG)	0.2%	0.2%	0.2%	0.2%	0.2%	0.0%	0.1%	0.1%
231: CDBG-Housing Rehab Loans	0.1%	0.1%	0.0%	0.1%	0.1%	0.0%	0.2%	0.2%
233: CDBG Entitlements	0.1%	0.1%	0.0%	0.1%	0.5%	0.0%	0.4%	0.4%
233: CDBG-Program Administration #04-041	0.1%	0.1%	0.1%	0.1%	0.2%	0.2%	0.1%	0.1%
241: Housing Authority	7.1%	7.1%	2.6%	7.1%	7.2%	2.2%	16.0%	16.0%
241: Rental Property Program	0.0%	0.0%	0.0%	0.0%	0.2%	0.0%	0.0%	0.0%
241: Veterans Affairs Supportive Housing	0.6%	0.6%	0.0%	0.6%	0.7%	0.0%	1.9%	1.9%
248: 916 Cumberland (Community Access)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%
248: SA Housing First Time Home Buyer Pgm	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
248: Successor Agency Housing	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%
248: Successor Agency Housing S/A	0.1%	0.1%	0.0%	0.1%	0.1%	0.1%	0.2%	0.2%
255: CEC Streetlight Lamp Retrofit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
303: Engineering	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
304: Park Dedication CIP-Improvements-Other	0.0%	0.0%	0.0%	0.0%	0.2%	0.0%	0.0%	0.0%
412: Pension Obligation Bond	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
500: Water Revenue Bond Proceeds	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
501: Finance/Utility Billing	1.5%	1.5%	1.5%	1.5%	1.1%	2.5%	1.5%	1.5%
501: Water Bonds Debt Service	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
501: Water Lines	4.8%	4.8%	5.1%	4.8%	5.7%	7.2%	4.3%	4.3%
501: Water Purification	5.2%	5.2%	2.1%	5.2%	8.3%	4.4%	11.4%	11.4%
521: Sewer Maintenance	1.9%	1.9%	1.8%	1.9%	2.4%	3.2%	2.1%	2.1%
521: Waste Water Ref Bonds 2004	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
540: Water Front Division	1.1%	1.1%	0.9%	1.1%	1.4%	1.5%	1.5%	1.5%
550: Marina Operations	1.4%	1.4%	1.2%	1.4%	5.0%	2.0%	2.0%	2.0%
580: Electric Operations	1.8%	1.8%	1.1%	1.8%	2.8%	2.2%	3.2%	3.2%
580: Gas Operations	0.2%	0.2%	0.1%	0.2%	0.5%	0.3%	0.4%	0.4%
580: Improvements - Infrastructure	0.0%	0.0%	0.0%	0.0%	0.5%	0.0%	0.0%	0.0%
580: Mare Island Admin	1.1%	1.1%	0.8%	1.1%	2.3%	1.4%	1.6%	1.6%
580: Mare Island General Admin	0.1%	0.1%	0.1%	0.1%	0.1%	0.2%	0.1%	0.1%
580: Mare Island Residential Units	0.0%	0.0%	0.0%	0.0%	0.5%	0.0%	0.1%	0.1%
580: Reimbursable Customer Projects	0.0%	0.0%	0.0%	0.0%	1.2%	0.0%	0.1%	0.1%
590: Pittsburg Power-General Admin	1.8%	1.8%	2.0%	1.8%	2.6%	0.9%	1.5%	1.5%
715: Century Plaza Auto Mall A.D.#01-3	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
719: Bailey Estates A.D 06-01	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
720: San Marco CFD 2009-01 Bond Impr	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
725: Re-Assessment District 2011-1	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%
801: Program Mgmt-Successor Agency Former RDA	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.1%	0.1%
801: RDA-Admin	0.7%	0.7%	0.9%	0.7%	0.1%	0.5%	0.3%	0.3%



Table B-2: Final Allocation Percentages (Full CAP)

Central Service/Operating Departments	Central Service Departments							
	110: City Attorney	110: City Clerk	110: City Council	110: City Manager	110: Finance-Accounting	110: Human Resources	110: Non-Departmental	110: Treasurer
110: City Attorney	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: City Clerk	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: City Council	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: City Manager	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: Finance-Accounting	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: Human Resources	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: Non-Departmental	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: Treasurer	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: Building-Code enforcement	1.5%	1.5%	1.7%	1.5%	1.0%	2.2%	1.1%	1.1%
110: Engineering	8.4%	8.4%	11.5%	8.4%	1.9%	4.6%	2.2%	2.2%
110: Graffiti Removal Program	0.3%	0.3%	0.3%	0.3%	0.5%	0.4%	0.2%	0.2%
110: Planning	6.6%	6.6%	9.1%	6.6%	1.8%	1.8%	1.6%	1.6%
110: Police - Family Justice Center	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%
110: Police - Marine Patrol	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%
110: Police- Admin & Support Services	6.6%	6.6%	6.5%	6.6%	15.0%	4.5%	6.8%	6.8%
110: Police- Operations Bureau	16.6%	16.6%	16.6%	16.6%	8.2%	28.1%	16.4%	16.4%
110: Police-Investigations	3.9%	3.9%	3.7%	3.9%	2.7%	6.4%	4.2%	4.2%
110: Police-Support Services	3.9%	3.9%	4.3%	3.9%	1.7%	6.5%	3.2%	3.2%
110: Public Works	0.5%	0.5%	0.1%	0.5%	1.3%	0.1%	1.1%	1.1%
110: Public Works/Administration	0.6%	0.6%	0.9%	0.6%	0.1%	0.0%	0.1%	0.1%
110: Public Works/Streets	2.8%	2.8%	3.3%	2.8%	4.4%	4.4%	1.9%	1.9%
110: Recreation-Admin	0.4%	0.4%	0.4%	0.4%	0.4%	0.3%	0.2%	0.2%
110: Recreation-Aquatics	0.1%	0.1%	0.0%	0.1%	0.3%	0.2%	0.2%	0.2%
110: Recreation-Community Events	0.0%	0.0%	0.0%	0.0%	0.4%	0.0%	0.1%	0.1%
110: Recreation-Senior Center	0.5%	0.5%	0.5%	0.5%	1.2%	0.7%	0.5%	0.5%
110: Recreation-Small World Park	0.1%	0.1%	0.1%	0.1%	0.9%	0.1%	0.1%	0.1%
110: Recreation-Special Interest Classes	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
110: Recreation-Sports	0.3%	0.3%	0.3%	0.3%	0.2%	0.4%	0.2%	0.2%
110: Recreation-Teen Activities	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.1%	0.1%
120: City Share of CA Theatre Operations	0.1%	0.1%	0.0%	0.1%	0.4%	0.0%	0.3%	0.3%
140: Emergency Operations Event	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
202: B.I.D - Business Improvement Tax	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.1%	0.1%
202: Economic Development Fund	2.3%	2.3%	3.3%	2.3%	0.5%	0.3%	0.4%	0.4%
204: Measure C Tax	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
205: Citywide Concrete Program	0.1%	0.1%	0.0%	0.1%	0.3%	0.0%	0.1%	0.1%
205: Citywide Landscape	3.0%	3.0%	3.1%	3.0%	6.2%	3.9%	2.9%	2.9%
205: Citywide Street L & L Admin	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
205: Citywide Street Lighting	0.5%	0.5%	0.4%	0.5%	0.7%	0.5%	0.8%	0.8%
205: Citywide Street Trees	0.6%	0.6%	0.6%	0.6%	0.6%	0.9%	0.6%	0.6%
206: Oak Hills Landscape	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%
207: Maintenance/Trash & Illicit Discharge	0.6%	0.6%	0.7%	0.6%	1.2%	0.9%	0.5%	0.5%
207: Non-Departmental	0.1%	0.1%	0.0%	0.1%	0.1%	0.0%	0.3%	0.3%
207: NPDES Administration & Outreach	0.3%	0.3%	0.3%	0.3%	0.2%	0.5%	0.4%	0.4%
208: GHAD Toscana Basin	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
208: Southwest Pittsburgh GHAD II	0.3%	0.3%	0.5%	0.3%	0.1%	0.0%	0.1%	0.1%
209: San Marcos Police Community Facilities D	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
210: Local Enforcement Agency	0.3%	0.3%	0.3%	0.3%	0.3%	0.5%	0.3%	0.3%
210: Solid Waste Management	1.8%	1.8%	2.6%	1.8%	0.8%	0.2%	0.3%	0.3%
211: Lighting & Landscaping	0.1%	0.1%	0.1%	0.1%	0.2%	0.1%	0.1%	0.1%
214: CFD 2016-1 Project Amenities Management	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%



Table B-2: Final Allocation Percentages (Full CAP) – *continued*

Central Service/Operating Departments	Central Service Departments							
	110: City Attorney	110: City Clerk	110: City Council	110: City Manager	110: Finance-Accounting	110: Human Resources	110: Non-Departmental	110: Treasurer
215: Fire District CFD	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
219: Vista Del Mar CFD 2005-2	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
220: Public Safety Service CFD 2005-01	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
226: GHAD Administration	0.4%	0.4%	0.4%	0.4%	0.2%	0.8%	0.5%	0.5%
227: Public, Education & Governmental (PEG)	0.2%	0.2%	0.2%	0.2%	0.2%	0.0%	0.1%	0.1%
231: CDBG-Housing Rehab Loans	0.1%	0.1%	0.0%	0.1%	0.1%	0.0%	0.2%	0.2%
233: CDBG Entitlements	0.2%	0.2%	0.1%	0.2%	0.5%	0.0%	0.4%	0.4%
233: CDBG-Program Administration #04-041	0.1%	0.1%	0.1%	0.1%	0.2%	0.2%	0.1%	0.1%
241: Housing Authority	8.1%	8.1%	4.0%	8.1%	7.6%	2.6%	16.5%	16.5%
241: Rental Property Program	0.0%	0.0%	0.0%	0.0%	0.2%	0.0%	0.0%	0.0%
241: Veterans Affairs Supportive Housing	0.7%	0.7%	0.1%	0.7%	0.8%	0.0%	1.9%	1.9%
248: 916 Cumberland (Community Access)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%
248: SA Housing First Time Home Buyer Pgm	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
248: Successor Agency Housing	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%
248: Successor Agency Housing S/A	0.1%	0.1%	0.1%	0.1%	0.2%	0.1%	0.2%	0.2%
255: CEC Streetlight Lamp Retrofit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
303: Engineering	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
304: Park Dedication CIP-Improvements-Other	0.0%	0.0%	0.0%	0.0%	0.2%	0.0%	0.0%	0.0%
412: Pension Obligation Bond	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
500: Water Revenue Bond Proceeds	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
501: Finance/Utility Billing	1.7%	1.7%	1.8%	1.7%	1.2%	2.5%	1.6%	1.6%
501: Water Bonds Debt Service	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
501: Water Lines	5.7%	5.7%	6.3%	5.7%	6.0%	7.4%	4.7%	4.7%
501: Water Purification	6.3%	6.3%	3.6%	6.3%	8.7%	4.8%	11.8%	11.8%
521: Sewer Maintenance	2.3%	2.3%	2.4%	2.3%	2.5%	3.3%	2.2%	2.2%
521: Waste Water Ref Bonds 2004	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
540: Water Front Division	1.3%	1.3%	1.2%	1.3%	1.4%	1.6%	1.5%	1.5%
550: Marina Operations	1.9%	1.9%	1.8%	1.9%	5.1%	2.2%	2.1%	2.1%
580: Electric Operations	2.2%	2.2%	1.7%	2.2%	2.9%	2.3%	3.4%	3.4%
580: Gas Operations	0.3%	0.3%	0.2%	0.3%	0.5%	0.3%	0.4%	0.4%
580: Improvements - Infrastructure	0.0%	0.0%	0.0%	0.0%	0.5%	0.0%	0.0%	0.0%
580: Mare Island Admin	1.4%	1.4%	1.2%	1.4%	2.4%	1.4%	1.7%	1.7%
580: Mare Island General Admin	0.1%	0.1%	0.1%	0.1%	0.1%	0.2%	0.1%	0.1%
580: Mare Island Residential Units	0.1%	0.1%	0.0%	0.1%	0.5%	0.0%	0.1%	0.1%
580: Reimbursable Customer Projects	0.1%	0.1%	0.1%	0.1%	1.2%	0.0%	0.1%	0.1%
590: Pittsburg Power-General Admin	2.0%	2.0%	2.2%	2.0%	2.7%	1.0%	1.6%	1.6%
715: Century Plaza Auto Mall A.D.#01-3	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
719: Bailey Estates A.D 06-01	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
720: San Marco CFD 2009-01 Bond Impr	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
725: Re-Assessment District 2011-1	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%
801: Program Mgmt-Successor Agency Former RDA	0.1%	0.1%	0.0%	0.1%	0.1%	0.0%	0.1%	0.1%
801: RDA-Admin	0.7%	0.7%	0.9%	0.7%	0.2%	0.5%	0.3%	0.3%



Table B-3: Final Allocation Amounts (Full CAP)

Department Classification	Department	Central Service Departments								Total Allocation
		110: City Attorney	110: City Clerk	110: City Council	110: City Manager	110: Finance-Accounting	110: Human Resources	110: Non-Departmental	110: Treasurer	
		541,745	455,755	79,285	174,382	1,583,736	1,171,835	2,929,546	6,286	
Central Service	110: City Attorney	0	0	0	0	0	0	0	0	0
Central Service	110: City Clerk	0	0	0	0	0	0	0	0	0
Central Service	110: City Council	0	0	0	0	0	0	0	0	0
Central Service	110: City Manager	0	0	0	0	0	0	0	0	0
Central Service	110: Finance-Accounting	0	0	0	0	0	0	0	0	0
Central Service	110: Human Resources	0	0	0	0	0	0	0	0	0
Central Service	110: Non-Departmental	0	0	0	0	0	0	0	0	0
Central Service	110: Treasurer	0	0	0	0	0	0	0	0	0
Operating Department	110: Building-Code enforcement	8,237	6,929	1,353	2,651	15,955	25,408	33,655	72	94,261
Operating Department	110: Engineering	45,625	38,383	9,150	14,686	30,724	53,775	63,960	137	256,440
Operating Department	110: Graffiti Removal Program	1,395	1,174	232	449	7,147	4,438	5,512	12	20,358
Operating Department	110: Planning	35,895	30,197	7,233	11,554	28,926	21,243	47,805	103	182,956
Operating Department	110: Police - Family Justice Center	253	213	38	82	349	937	1,276	3	3,151
Operating Department	110: Police - Marine Patrol	39	33	3	12	856	22	381	1	1,347
Operating Department	110: Police- Admin & Support Services	35,592	29,942	5,129	11,457	237,065	52,738	198,335	426	570,684
Operating Department	110: Police- Operations Bureau	89,664	75,432	13,177	28,862	129,195	329,339	480,824	1,032	1,147,526
Operating Department	110: Police-Investigations	21,012	17,677	2,953	6,763	42,897	75,415	122,676	263	289,656
Operating Department	110: Police-Support Services	21,167	17,807	3,379	6,813	27,541	75,621	93,670	201	246,200
Operating Department	110: Public Works	2,505	2,107	108	806	20,429	1,530	32,651	70	60,205
Operating Department	110: Public Works/Administration	3,509	2,952	725	1,130	1,902	308	3,314	7	13,847
Operating Department	110: Public Works/Streets	15,302	12,874	2,588	4,926	69,247	51,453	56,967	122	213,479
Operating Department	110: Recreation-Admin	1,962	1,651	337	632	6,113	3,063	6,951	15	20,722
Operating Department	110: Recreation-Aquatics	571	480	32	184	4,259	2,473	6,863	15	14,878
Operating Department	110: Recreation-Community Events	228	192	23	73	5,561	540	1,991	4	8,612
Operating Department	110: Recreation-Senior Center	2,953	2,484	433	951	18,554	8,343	15,943	34	49,696
Operating Department	110: Recreation-Small World Park	483	406	58	155	14,568	1,131	3,581	8	20,390
Operating Department	110: Recreation-Special Interest Classes	15	12	1	5	368	9	136	0	546
Operating Department	110: Recreation-Sports	1,425	1,199	220	459	2,873	4,679	6,875	15	17,744
Operating Department	110: Recreation-Teen Activities	132	111	7	43	1,518	92	1,620	3	3,527
Operating Department	120: City Share of CA Theatre Operations	623	524	28	201	5,694	160	8,050	17	15,297
Operating Department	140: Emergency Operations Event	84	71	4	27	726	21	1,097	2	2,031
Operating Department	202: B.I.D - Business Improvement Tax	145	122	6	47	1,147	33	1,909	4	3,412
Operating Department	202: Economic Development Fund	12,540	10,550	2,596	4,037	7,715	3,117	11,622	25	52,201
Operating Department	204: Measure C Tax	24	20	1	8	215	6	316	1	592
Operating Department	205: Citywide Concrete Program	277	233	34	89	3,983	536	2,017	4	7,174
Operating Department	205: Citywide Landscape	16,494	13,876	2,483	5,309	98,750	45,310	84,084	180	266,487
Operating Department	205: Citywide Street L & L Admin	64	53	2	20	248	9	901	2	1,299
Operating Department	205: Citywide Street Lighting	2,778	2,337	293	894	11,235	5,827	23,395	50	46,811
Operating Department	205: Citywide Street Trees	3,238	2,724	492	1,042	9,108	10,966	16,150	35	43,755
Operating Department	206: Oak Hills Landscape	93	78	6	30	1,341	200	1,034	2	2,785
Operating Department	207: Maintenance/Trash & Illicit Discharge	3,453	2,905	546	1,112	19,074	10,238	15,708	34	53,069
Operating Department	207: Non-Departmental	549	462	14	177	1,749	64	7,877	17	10,910
Operating Department	207: NPDES Administration & Outreach	1,809	1,522	243	582	3,610	6,091	11,403	24	25,285
Operating Department	208: GHAD Toscana Basin	1	1	0	0	4	0	17	0	24
Operating Department	208: Southwest Pittsburg GHAD II	1,855	1,561	364	597	2,207	132	3,172	7	9,896
Operating Department	209: San Marcos Police Community Facilities D	33	28	1	11	197	6	452	1	728
Operating Department	210: Local Enforcement Agency	1,589	1,336	245	511	4,406	5,535	7,634	16	21,274
Operating Department	210: Solid Waste Management	9,898	8,327	2,043	3,186	12,469	2,017	9,600	21	47,560
Operating Department	211: Lighting & Landscaping	401	337	55	129	2,396	1,168	2,416	5	6,907
Operating Department	214: CFD 2016-1 Project Amenities Management	16	13	1	5	142	4	206	0	387
Operating Department	215: Fire District CFD	11	9	0	3	80	2	142	0	248
Operating Department	219: Vista Del Mar CFD 2005-2	2	2	0	1	7	0	33	0	45
Operating Department	220: Public Safety Service CFD 2005-01	27	23	1	9	224	6	357	1	648
Operating Department	226: GHAD Administration	2,325	1,956	299	749	3,637	9,061	15,652	34	33,713
Operating Department	227: Public, Education & Governmental (PEG)	1,132	952	193	364	3,583	133	4,075	9	10,441
Operating Department	231: CDBG-Housing Rehab Loans	400	337	12	129	1,303	362	5,632	12	8,187
Operating Department	233: CDBG Entitlements	984	827	41	317	8,170	233	12,905	28	23,505
Operating Department	233: CDBG-Program Administration #04-041	774	651	112	249	2,729	2,615	4,248	9	11,387
Operating Department	241: Housing Authority	44,102	37,102	3,137	14,196	120,816	30,237	483,633	1,038	734,261
Operating Department	241: Rental Property Program	79	66	11	25	2,999	73	472	1	3,726
Operating Department	241: Veterans Affairs Supportive Housing	3,887	3,270	99	1,251	12,372	454	55,737	120	77,191



Table B-1: Final Allocation Amounts (Full CAP) - *continued*

Department Classification	Department	Central Service Departments								Total Allocation
		110: City Attorney	110: City Clerk	110: City Council	110: City Manager	110: Finance-Accounting	110: Human Resources	110: Non-Departmental	110: Treasurer	
		541,745	455,755	79,285	174,382	1,583,736	1,171,835	2,929,546	6,286	6,942,570
Operating Department	248: 916 Cumberland (Community Access)	173	145	4	56	549	20	2,474	5	3,426
Operating Department	248: SA Housing First Time Home Buyer Pgm	5	4	1	2	153	4	36	0	203
Operating Department	248: Successor Agency Housing	217	183	6	70	692	25	3,116	7	4,315
Operating Department	248: Successor Agency Housing S/A	636	535	51	205	2,393	970	6,574	14	11,377
Operating Department	255: CEC Streetlight Lamp Retrofit	3	3	1	1	194	5	6	0	214
Operating Department	303: Engineering	136	114	20	44	179	508	763	2	1,765
Operating Department	304: Park Dedication CIP-Improvements-Other	53	45	10	17	2,969	72	97	0	3,264
Operating Department	412: Pension Obligation Bond	17	14	1	5	237	6	200	0	481
Operating Department	500: Water Revenue Bond Proceeds	-	-	-	-	-	-	-	-	-
Operating Department	501: Finance/Utility Billing	9,458	7,956	1,439	3,044	18,332	29,760	47,097	101	117,187
Operating Department	501: Water Bonds Debt Service	88	74	3	28	508	16	1,203	3	1,922
Operating Department	501: Water Lines	31,002	26,082	4,961	9,979	94,356	87,270	136,300	292	390,243
Operating Department	501: Water Purification	34,203	28,774	2,823	11,010	137,055	55,738	346,237	743	616,584
Operating Department	521: Sewer Maintenance	12,531	10,542	1,877	4,034	39,747	38,099	64,564	139	171,533
Operating Department	521: Waste Water Ref Bonds 2004	-	-	-	-	-	-	-	-	-
Operating Department	540: Water Front Division	7,222	6,075	976	2,325	22,764	18,521	45,045	97	103,023
Operating Department	550: Marina Operations	10,277	8,646	1,408	3,308	81,293	25,312	62,709	135	193,088
Operating Department	580: Electric Operations	12,112	10,189	1,317	3,899	46,050	26,850	99,142	213	199,771
Operating Department	580: Gas Operations	1,612	1,356	176	519	8,334	3,604	13,131	28	28,760
Operating Department	580: Improvements - Infrastructure	130	109	25	42	7,240	175	238	1	7,958
Operating Department	580: Mare Island Admin	7,346	6,180	937	2,365	37,843	16,963	49,925	107	121,664
Operating Department	580: Mare Island General Admin	552	464	72	178	1,226	1,947	3,626	8	8,072
Operating Department	580: Mare Island Residential Units	369	310	33	119	8,412	212	3,566	8	13,028
Operating Department	580: Reimbursable Customer Projects	546	460	68	176	18,475	455	3,854	8	24,042
Operating Department	590: Pittsburg Power-General Admin	10,919	9,185	1,772	3,515	42,490	12,010	46,156	99	126,146
Operating Department	715: Century Plaza Auto Mall A.D.#01-3	21	17	1	7	66	2	296	1	410
Operating Department	719: Bailey Estates A.D 06-01	37	31	1	12	119	4	534	1	740
Operating Department	720: San Marco CFD 2009-01 Bond Impr	21	17	1	7	65	2	294	1	408
Operating Department	725: Re-Assessment District 2011-1	107	90	3	34	341	13	1,536	3	2,127
Operating Department	801: Program Mgmt-Successor Agency Former RDA	272	229	7	87	865	32	3,895	8	5,394
Operating Department	801: RDA-Admin	4,031	3,391	750	1,298	2,406	6,065	9,998	21	27,961



27368 Via Industria, Suite 200
Temecula, California 92590-4856
800.755.6864 | 951.587.3500 | Fax: 951.587.3510
www.willdan.com

CITY OF PITTSBURG



Comprehensive User Fee Study

June 2019



WILLDAN
FINANCIAL SERVICES



TABLE OF CONTENTS

TABLE OF CONTENTS	i
Executive Summary	1
User Fee Background	2
Background.....	2
California User Fee History.....	2
Additional Policy Considerations.....	3
Study Objective	4
Scope of the Study	4
Aim of the Report.....	5
Project Approach and Methodology	6
Conceptual Approach.....	6
Fully Burdened Hourly Rates.....	6
Summary Steps of the Study	7
Allowable Costs	7
Methodology.....	8
Quality Control/Quality Assurance	8
Reasons for cost increases/decreases over current fees.....	8
City Staff Contributions	9
Pittsburg User Fees	10
Cost Recovery	10
Subsidization	10
Impact on Demand (Elasticity)	11
Summary	11
Finance	12
Analysis.....	12
California Theatre	13
Analysis.....	13
City Clerk	14
Analysis.....	14
Police	15



Analysis.....	15
Recreation	16
Analysis.....	16
Building	17
Analysis.....	17
Planning	18
Analysis.....	18
Engineering.....	19
Analysis.....	19
Marina.....	20
Analysis.....	20
Public Works – Water Service Charges	21
Analysis.....	21
Community Services.....	22
Analysis.....	22
Appendix A – Total Allowable Cost to be Recovered	23
Appendix B – Fully Burdened Hourly Rates	24
Appendix C – Cost Recovery Analysis.....	28



Executive Summary

The City of Pittsburgh engaged Willdan Financial Services (Willdan) to determine the full costs incurred by the City to support the various activities for which the City charges user fees. Due to the complexity and the breadth of performing a comprehensive review of fees, Willdan employed a variety of fee methodologies to identify the full costs of individual fee and program activities. This report and the appendices herein identifies 100% full cost recovery for City services, and the recommended level of recovery as determined through discussion with departmental staff.

The reality of the local government fee environment is that significant increases to achieve 100% cost recovery is often not feasible, desirable, or appropriate depending on policy direction — particularly in a single year. The recommended fees identified herein are either at or less than full cost recovery.



User Fee Background

Background

As part of a general cost recovery strategy, local governments adopt user fees to fund programs and services that provide limited or no direct benefit to the community as a whole. As cities struggle to maintain levels of service and variability of demand, they have become increasingly aware of subsidies provided by the General Fund, and have implemented cost-recovery targets. To the extent that governments use general tax monies to provide individuals with private benefits, and not require them to pay the full cost of the service (and therefore receive a subsidy), the government is limiting funds that may be available to provide other community-wide benefits. In effect, the government is using community funds to pay for private benefit. Unlike most revenue sources, cities have more control over the level of user fees they charge to recover costs, or the subsidies they can institute.

Fees in California are required to conform to the statutory requirements of the California Constitution, Proposition 218, and the California Code of Regulations. The Code also requires that the City Council adopt fees by either ordinance or resolution, and that any fees in excess of the estimated total cost of rendering the related services must be approved by a popular vote of two-thirds of those electors voting because the charge would be considered a tax and not a fee.

California User Fee History

Before Proposition 13, California cities were less concerned with potential subsidies and recovering the cost of their services from individual fee payers. In times of fiscal shortages, cities simply raised property taxes, which funded everything from police and recreation to development-related services. However, this situation changed with the passage of Proposition 13 in 1978.

Proposition 13 established the era of revenue limitation in California local government. In subsequent years, the state saw a series of additional limitations to local government revenues. Proposition 4 (1979) defined the difference between a tax and a fee: a fee can be no greater than the cost of providing the service; and Proposition 218 (1996) further limited the imposition of taxes for certain classes of fees. As a result, cities were required to secure a supermajority vote in order to enact or increase taxes. Since the public continues to resist efforts to raise local government taxes, cities have little control and very few successful options for new revenue. Compounding this limitation, the State of California took a series of actions in the 1990's and 2000's to improve the State's fiscal situation—at the expense of local governments. As an example, in 2004-05, the Educational Revenue Augmentation Funds ("ERAF") take-away of property taxes and the reduction of Vehicle License Fees have severely reduced local tax revenues.

In addition, on November 2, 2010, California voters approved Proposition 26, the "Stop Hidden Taxes Initiative", which is aimed at defining "regulatory fees" as a special tax rather than a fee, thus requiring approval by two-thirds vote of local voters. These regulatory fees are typically intended to mitigate the societal and environmental impacts of a business or person's activities. Proposition 26 contains seven categories of exceptions. The vast majority of fees that cities would seek to adopt will most likely fall into one or more of these exemptions.



Additional Policy Considerations

The recent trend for municipalities is to update their fee schedules to reflect the actual costs of certain public services primarily benefitting users. User Fees recover costs associated with the provision of specific services benefiting the user, thereby reducing the use of General Fund monies for such purposes.

In addition to collecting the direct cost of labor and materials associated with processing and administering user services, it is common for local governments to recover support costs. Support costs are those costs relating to a local government's central service departments that are properly allocable to the local government's operating departments. Central services support cost allocations were incorporated using the resulting indirect overhead percentages determined through the Cost Allocation Plan. This plan was developed prior to the User Fee study, to determine the burden placed upon central services by the operating departments in order to allocate a proportionate share of central service cost.

As labor effort and costs associated with the provision of services fluctuate over time, a significant element in the development of any fee schedule is that it has the flexibility to remain current. Therefore, it is recommended that the City include an inflationary factor in the resolution adopting the fee schedule to allow the City Council, by resolution, to annually increase or decrease the fees.

The City may employ many different inflationary factors. The most commonly used inflator is some form of the Consumer Price Index (CPI), as it is widely well known and accepted. A similar inflator is the implicit price deflator for GDP, which is much like the CPI, except that while the CPI is based on the same "basket" of goods and services every year, the price deflators' "basket" can change year to year. Since the primary factor for the cost of a City's services is usually the costs of the personnel involved, tying an inflationary factor that connects more directly to the personnel costs can be suitable if there is a clear method, or current practice of obtaining said factor.

Each City should use an inflator that they believe works the best for their specific situation and needs. It is also recommended that the City perform this internal review annually; with a comprehensive review of services and fees performed every three to five years, which would include adding or removing fees for any new or eliminated programs/services.



Study Objective

As the City of Pittsburg seeks to efficiently manage limited resources and adequately respond to increased service demands, it needs a variety of tools. These tools provide assurance that the City has the best information and the best resources available to make sound decisions, fairly and legitimately set fees, maintain compliance with state law and local policies, and meet the needs of the City administration and its constituency. Given the limitations on raising revenue in local government, the City recognizes that a User Fee Study is a very cost-effective way to understand the total cost of services, and identify potential fee deficiencies. Essentially, a User Fee is a payment for a requested service provided by a local government that primarily benefits an individual or group.

The total cost of each service included in this analysis is based on the reasonable full cost of providing City services, including direct salaries and benefits of City staff, direct departmental costs, and indirect costs from central service support. This study determines the full cost recovery fee for the City to provide each service; however, each fee is set at the City's discretion, up to 100% of the total cost, as specified in this report.

The principle goal of the study was to help the City determine the full cost of the services that the City provides. In concert with that goal, Willdan established a series of additional objectives including:

- Developing a rational basis for setting fees;
- Identifying subsidy amount, if applicable, of each fee in the model;
- Enhancing fairness and equity;
- Ensuring compliance with State law;
- Developing an updatable and comprehensive list of fees; and
- Maintaining accordance with City policies and goals.

The study results will help the City better understand its true costs of providing services, and may serve as a basis for making informed policy decisions regarding the most appropriate fees, if any, to collect from individuals and organizations that require individualized services from the City.

Scope of the Study

The scope of this study encompasses a review and calculation of the user fees charged by the following Pittsburg departments and fee groups:

- Finance;
- California Theatre;
- City Clerk;
- Police;
- Recreation;
- Building;
- Planning;
- Engineering;
- Marina;
- Public Works – Water Service Charges; and
- Community Services



The study involved the identification of existing and potential new fees, fee schedule restructuring, data collection and analysis, orientation and consultation, quality control, communication and presentations, and calculation of individual service costs (fees) or program cost recovery levels.

Aim of the Report

The User Fee Study focused on the cost of City services, as City staff currently provides them at existing, known, or reasonably anticipated service and staff levels. This report provides a summary of the study results, and a general description of the approach and methods Willdan and City staff used to determine the recommended fee schedule. This report is not intended to document all of the numerous discussions throughout the process, nor is it intended to provide influential dissertation on the qualities of the utilized tools, techniques, or other approaches.



Project Approach and Methodology

Conceptual Approach

The basic concept of a User Fee Study is to determine the “reasonable cost” of each service provided by the City for which it charges a user fee. The full cost of providing a service may not necessarily become the City’s fee, but it serves as the objective basis as to the maximum amount that may be collected.

The standard fee limitation established in California law for property-related (non-discretionary) fees is the “estimated, reasonable cost” principle. In order to maintain compliance with the letter and spirit of this standard, every component of the fee study process included a related review. The use of budget figures, time estimates, and improvement valuation clearly indicates reliance upon estimates for some data, and subsequent cost calculation.

Fully Burdened Hourly Rates

The total cost of each service included in this analysis is primarily based on the Fully Burdened Hourly Rates (FBHRs) that were determined for City personnel directly involved in providing services. The FBHRs include not only personnel salary and benefits, but also any costs that are reasonably ascribable to personnel. The cost elements that are included in the calculation of fully burdened rates are:

- Salaries & benefits of personnel involved;
- Operating costs applicable to fee operations;
- Departmental support, supervision, and administration overhead;
- Internal Service Costs charged to each department; and
- Indirect City-wide overhead costs calculated through the Cost Allocation Plan.

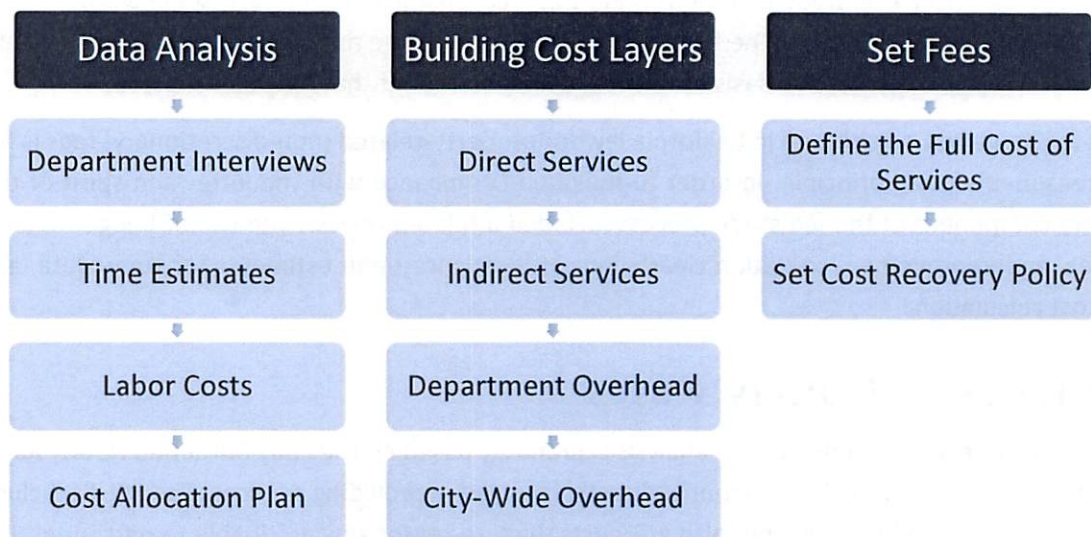
An important factor in determining the fully burdened rate is in the calculation of productive hours for personnel. This calculation takes the available workable hours in a year of 2,080 and adjusts this figure to account for an average calculated or the anticipated hours employees are involved in non-billable activities such as paid vacation, sick leave, emergency leave, holidays, and other considerations as necessary. Dividing the full cost by the number of productive hours provides the FBHR.

The FBHRs are then used in conjunction with time estimates, when appropriate, to calculate a fees' cost based on the personnel and the amount of their time that is involved in providing each service.



Summary Steps of the Study

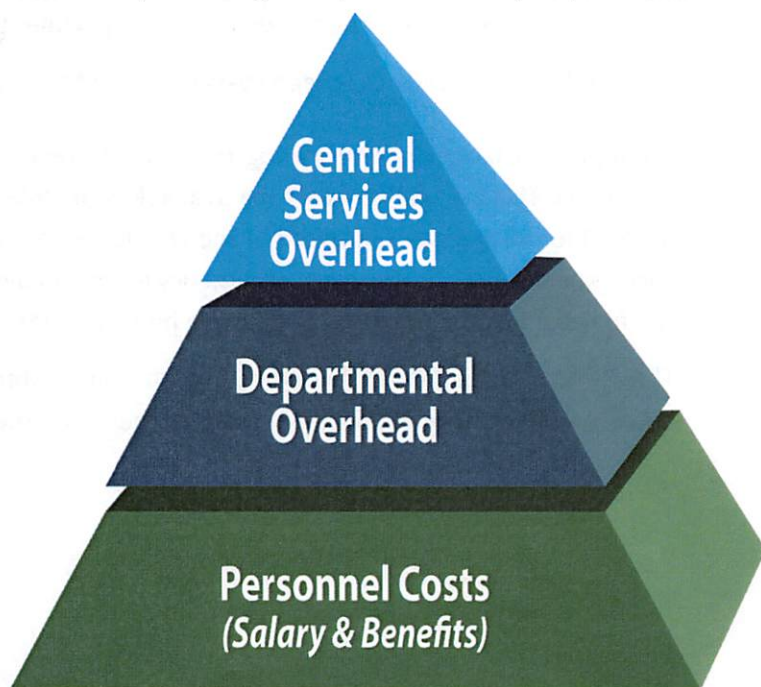
The methodology to evaluate most User Fee levels is straightforward and simple in concept. The following list provides a summary of the study process steps:



Allowable Costs

This report identifies three types of costs that, when combined, constitute the fully burdened cost of a service (**Appendix A**). Costs are defined as direct labor, including salary and benefits, departmental overhead costs, and the City's central services overhead, where departmental and central service overhead costs constitute support costs. These cost types are defined as follows:

- **Direct Labor (Personnel Costs):** The costs related to staff salaries for time spent directly on fee-related services.
- **Departmental Overhead:** A proportional allocation of departmental overhead costs, including operation costs such as supplies and materials that are necessary for the department to function.
- **Central Services Overhead:** These costs, detailed in the City's Cost Allocation Plan, represent services provided by those Central Services Departments whose primary function is to support other City departments.





Methodology

The three methods of analysis for calculating fees used in this report are the:

Case Study Method (Standard Unit Cost Build-Up Approach): This approach estimates the actual labor and material costs associated with providing a unit of service to a single user. This analysis is suitable when City staff time requirements do not vary dramatically for a service, or for special projects where the time and cost requirements are easy to identify at the project's outset. Further, the method is effective in instances when a staff member from one department assists on an application, service or permit for another department on an as-needed basis. Costs are estimated based upon interviews with City staff regarding the time typically spent on tasks, a review of available records, and a time and materials analysis.

Programmatic Approach: The standard Case Study approach relies upon the detailed analysis of specific time estimates, salaries and benefits, expenditures, and overhead costs. In many instances, the underlying data are not available or vary widely, leaving a standard unit cost build-up approach impractical. In addition, market factors and policy concerns (as opposed to actual costs) tend to influence fee levels more than other types of services. With these general constraints, and to maximize the utility of this analysis, Willdan employed a different methodology where appropriate to fit the programs' needs and goals. An example of fees utilizing a programmatic approach are Recreation use or rent fees.

Valuation Based Fees: This manner of collection is used when the valuation of the improvement can be used as a proxy for the amount of effort it would take for City staff to complete the service provided. More specifically, this approach is commonly used for building permits and certain user fees in Public Works.

Quality Control/Quality Assurance

All study components are interrelated, thus flawed data at any step in the process will cause the ultimate results to be inconsistent and unsound. The elements of our Quality Control process for User Fee calculations include:

- Involvement of knowledgeable City staff;
- Clear instructions and guidance to City staff;
- Reasonableness tests and validation;
- Normalcy/expectation ranges
- FTE balancing;
- Internal and external reviews; and
- Cross-checking.

Reasons for cost increases/decreases over current fees

Within the fee tables in **Appendix C**, the differences identified between the full costs calculated through the study and the fee levels currently in effect. The reasons for differences between the two can arise from a number of possible factors including:



- Previous fee levels may have been set at levels less than full cost intentionally, based on policy decisions;
- Staffing levels and the positions that complete fee and service activity may vary from when the previous costs were calculated;
- Personnel and materials costs could have increased at levels that differed from any inflationary factors used to increase fees since the last study;
- Costs that this study has identified as part of the full cost of services may not have been accounted for in a previous study;
 - Departmental overhead and administration costs; and
 - Indirect overhead from the Cost Allocation Plan.
- Changes in processes and procedures within a department, or the city as a whole.

City Staff Contributions

As part of the study process, Willdan received tremendous support and cooperation from City staff, which contributed and reviewed a variety of components to the study, including:

- Budget and other cost data;
- Staffing structures;
- Fee and service structures, organization, and descriptions;
- Direct and indirect work hours (billable/non-billable);
- Time estimates to complete work tasks;
- Frequency and current fee levels; and
- Review of draft results and other documentation.

A User Fee Study requires significant involvement of the managers and line staff from the departments — on top of their existing workloads and competing priorities. The contributions from City staff were critical to this study. We would like to express our appreciation to the City and its staff for their assistance, professionalism, positive attitudes, helpful suggestions, responsiveness, and overall cooperation.



Pittsburg User Fees

Cost Recovery

The cost recovery models, by department/division fee type, are presented in detail in **Appendix C**. In general, full cost recovery is determined by summing the estimated amount of time each position (in increments of minutes or hours) spends to render a service. Time estimates for each service rendered were predominately determined by Willdan and City Staff through a time and materials survey conducted for each department/division fee included in the study. The resulting cost recovery amount represents the total cost of providing each service. The City's current fee being charged for each service, if applicable, is provided in this section, as well, for reference.

It is important to note that the time and materials survey used to determine the amount of time each employee spends assisting in the provision of the services listed on the fee schedule is essential in identifying the total cost of providing each service. Specifically, in providing services, a number of employees and Departments are often involved in various aspects of the process, spending anywhere from a few minutes to several hours on the service.

The principle goal of this study was to identify the cost of City services, to provide information to help the City make informed decisions regarding the actual fee levels and charges. The responsibility to determine the final fee levels is a complicated task. City staff must consider many issues in formulating recommendations, and the City Council must consider those same issues and more in making the final decisions.

City staff assumes the responsibility to develop specific fee level recommendations to present to the City Council. Unfortunately, there are no hard and fast rules to guide the City, since many of the considerations are based on the unique characteristics of the City of Pittsburgh, and administrative and political discretion. However, in setting the level of full cost recovery for each fee, one should consider whether the service solely benefits one end user or the general community.

Subsidization

Recalling the definition of a user fee helps guide decisions regarding subsidization. The general standard is that individuals (or groups) whom receive a wholly private benefit should pay 100% of the full cost of the services. In contrast, services that are simply public benefit should be funded entirely by the general fund's tax dollars. Unfortunately, for the decision makers, many services fall into the range between these two extremes.

Further complicating the decision, opponents of fees often assert that the activities subject to the fees provide economic, cultural, "quality of life," or other community benefits that exceed the costs to the City.

It is recommended the City consider such factors during its deliberations regarding appropriate fee levels.

Despite the intent, it is important for the City and public to understand that subsidies will be covered typically by the General Fund. Therefore, the general taxpayer will potentially help to fund private benefits, and/or other City services will not receive funds that are otherwise directed to cover subsidies.



Impact on Demand (Elasticity)

Economic principles of elasticity suggest that increased costs for services (higher fees) will eventually curtail the demand for the services; whereas lower fees may spark an incentive to utilize the services and encourage certain actions. Either of these conditions may be a desirable effect to the City. However, the level of the fees that would cause demand changes is largely unknown. The Cost of Service Study did not attempt to evaluate the economic or behavioral impacts of higher or lower fees; nevertheless, the City should consider the potential impacts of these issues when deciding on fee levels.

Summary

If the City's principal goal of this study were to maximize revenues from user fees, Willdan would recommend setting user fees at 100% of the full cost identified in this study. However, we understand that revenue enhancement is not the only goal of a cost of service study, and sometimes full-cost recovery is not needed, desired, or appropriate. Other City and departmental goals, City Council priorities, policy initiatives, past experience, implementation issues, and other internal and external factors may influence staff recommendations and City Council decisions. In this case, the proper identification of additional services (new or existing services) and creation of a consistent and comprehensive fee schedule was the primary objective of this study. City staff has reviewed the full costs and identified the "recommended fee levels" for consideration by City Council. The attached appendices exhibit these unit fees individually.

The following sections provide background for each department or division and the summary results of this study's analysis of their fees. For the full detail of each fee's analysis, refer to **Appendix C** of this report.



Finance

The Finance Department is responsible for accounting operations, payroll, utility billing, budget, financial reporting, debt issuance and management, and investments for all of the City departments and agencies within the framework of City policies and procedures.

Analysis

The services in Finance are predominately related to Business license activity. The analysis of services in Finance fees relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. This analysis has shown that the costs associated with Finance are generally greater than the amounts charged for a majority of fees. As a result, 4 fees would see an increase, 2 fees would have a decrease, 2 new fees will be added, and the remaining 11 would stay at their current levels as detailed in **Appendix C**.



California Theatre

The California Theatre is a 330-seat historic theater in the heart of the City's Old Town commercial district. Located at 351 Railroad Avenue, the building is an architectural gem in the downtown. Built in 1920, the theater was once a premiere spot for live vaudeville performances and silent films. As entertainment tastes changed, the theater fell into disrepair and closed in 1954. After an extensive \$8 million renovation project, the theater re-opened as a City facility in 2013. The California Theatre is home to community theater, concerts, comedy shows, school graduations and public meetings. A youth performing arts camp each summer trains the next generation of performers on the historic stage. Event films, including classics and moving documentaries, have drawn crowds. The theater has excellent acoustics and sightlines.

Analysis

There was no analysis completed for California Theatre services. As part of this fee update, staff identified 3 fees that would see an increase, 1 fee changed from a flat fee to actual costs and 9 other fees remaining the same, as detailed in **Appendix C**.



City Clerk

The City Clerk serves as the Clerk of the City Council and Secretary to all other Agencies within the City. The City Clerk is also the City's elections official, the filing officer for the Political Reform Act of 1974 regulations, the official custodian of the City's vital records and legislative history, and administrator of the City's records management program. The City Clerk is responsible for:

- Production and publication of all Council/Agency agendas
- Attends the meetings
- Records and prepares minutes
- Conducts the City's elections
- Ensures public access to, authenticates and preserves public records
- Ensures compliance with legal noticing requirements for all meetings
- Coordinates recruitment, interview and appointment of the City's commissions
- Maintains the City's Municipal Code
- Administers the City's Records Management Program

Analysis

The fee services for City Clerk are currently set to recover the full cost of providing services. It is recommended that the fees for B/W and colored document copies decrease, and Compact Disc and DVD fee stay at its current level as detailed in **Appendix C**.



Police

The protection of life and property is the Police Department's highest priority. To this end, the Department is committed to forging an alliance with the citizens served by providing police services that are fair, professional, and respectful of the dignity of all individuals.

The Operations Bureau is responsible for the management of the Patrol Division and the Traffic Unit. The Patrol Division represents the largest component of the Police Department.

The Support Services Bureau is responsible for the management of the Investigations Division, Evidence/Property Unit, Code Enforcement Division, Records Division, Narcotics/Gangs Division and the Neighborhood Policing Team (NPT). The Support Services Bureau also provides in-service training and certified courses to ensure compliance with Peace Officer Standards and Training (POST) and applicable educational mandates for all sworn and civilian police personnel.

Analysis

Willdan individually reviewed the services provided by Police. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of services in Police relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. It is recommended that the City adjust fee amounts for Police services, as detailed in **Appendix C**. On an individual basis, there would be an increase to 12 fees, a decrease to 7 fees, 64 fees would remain at their current levels (50 of which are parking penalties), and 3 new services would be added. Since penalties are not required to be set at or below the cost, a cost analysis for parking penalties was not conducted.



Recreation

The Recreation Department presents programs and services including aquatics, landscape and park maintenance, the Senior Center, and Small World Park. These programs and services enhance the quality of life for the City of Pittsburgh Community. Administration of programs helps to support City development, encourage community image, and promote social interaction and a positive sense of community.

Analysis

Willdan individually reviewed the services and programs associated with Recreation. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Recreation programs and events required a programmatic method to split the departmental costs associated with providing the programs and events in the study equitably among all applicable programs. When compared against historical and projected program revenues, the result of the analysis shows that the department is not recovering the costs of the programs being provided. Recreation programs provide some measure of public benefit to the residents and City as a whole. Cities generally want to ensure that their programs and services remain affordable to the community at large, and that the programs remain competitive with surrounding jurisdictions. With those factors in mind, the department recommends that all of the fees remain unchanged except a decrease to the document copy fee as detailed in **Appendix C**.



Building

The Building Division is responsible for enforcing the California Building and Construction Codes as enacted by the California State Building Standards Commission. These codes apply to nearly all forms and level of construction throughout the City of Pittsburg. The Building Division is responsible for managing the construction permitting process. This includes belaying general information and regulating plan submittal, plan review, permit issuance, inspection and document retention.

The Building Division administers the City of Pittsburg's Residential Rental Inspection Program. This is accomplished through the identification and registration process, the physical inspection of properties, and the issuance of correction notices and citations in order to gain compliance. The Building Division is also charged with the task of assuring that all additional approvals required by both inside and outside entities are obtained prior to the issuance of both a building permit and receiving final inspection approval.

Analysis

Willdan individually reviewed the services provided by Building. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The fees within Building are primarily a mixture of flat and valuation-based types. For flat fees, the costs associated with each service was determined using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Suggested fee changes are being recommended to improve cost recovery for these private benefit services as detailed in **Appendix C**. As a result, 44 fees would see an increase, 1 fee would have a decrease, 19 new fees will be added, and the remaining 53 would stay at their current levels as detailed in **Appendix C**.

For valuation-based fees, this calculation was done by determining the full cost that Building expends on providing valuation-based services against the historical and anticipated revenue levels the City received for these services. The analysis showed that valuation-based services are currently operating at a 95% cost recovery level. The only change being recommended is to set the minimum building permit at \$130 while increasing the threshold for the minimum to \$4,000 in construction costs. For all other fees, the analysis revealed that most of the fees are currently not set at 100% cost recovery. It is recommended that the City set these fees at full cost recovery, except where listed on the accompanying fee schedule in **Appendix C (Tables I, II, III and Tables A & B)**.



Planning

The Planning Division facilitates new development compliance with the City's development regulations and guidelines, as well as the California Environmental Quality Act (CEQA) and other state, federal, and local regulations pertaining to new development activity. Specifically, the Planning Division is responsible for:

- Development, maintenance, and implementation of the City's General Plan
- Development and administration of Title 18 (Zoning) and Title 19 (Signs) of the Pittsburg Municipal Code
- Co-administration of Title 17 (Subdivisions) of the Pittsburg Municipal Code
- Administration of the East Contra Costa County Habitat Conservation Plan (HCP)
- Preparation and coordination of CEQA documents for the City

Analysis

Willdan individually reviewed the services provided by Planning. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of services in Planning relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee would recover the costs associated with the requested service. This analysis has shown that most of the fees are not currently achieving full cost recovery. It is recommended that most Planning fees be increased to recover more cost. Most cost recovery levels are suggested to be at or near full recovery, except where listed on the accompanying fee schedule in **Appendix C**. On an individual basis, there would be an increase to 21 fees, a decrease to 5 fees, and 24 fees would remain at their current levels.

For deposit-based services detailed under Planning, the FBHR's are used to charge against the deposit account to seek full cost recovery for each instance service is needed. Deposited amount not used in providing service are returned to the requestor upon service completion to ensure proper cost recovery.



Engineering

The Engineering Department provides skilled staff to assure that City owned facilities such as streets, storm drain systems, water distribution networks, sewer collection facilities, and similar improvements are constructed where needed and that the improvements built meet appropriate standards.

Analysis

Willdan individually reviewed the services provided by Engineering. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of services in Engineering relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee is recovering the costs associated with the requested service. It is recommended that the City increase the fees for Engineering services, as detailed in **Appendix C**. On an individual basis, there would be an increase to 26 fees, a decrease to 2 fees, and 17 fees would remain at their current levels.



Marina

The Pittsburg Marina is located between the Sacramento and San Joaquin rivers. The Marina has 575 berths and occupies approximately 38 acres, which includes a launch ramp. The Marina also has a yacht club, privately owned bait shop, and privately-owned marine repair yard. Recent projects include a complete re-design of Lowy basin and Central harbor. The re-design provides accommodations for larger slips, which are in greater demand.

Analysis

Willdan individually reviewed the services and programs associated with the Marina. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

For the services being provided by the Marina, a programmic analysis was done to see at what level current fees were recovering the cost of providing services. The results were that the yearly operational costs of the Marina's operations were being recovered, but that some of the ancillary and capital costs were not. The department recommends that the live aboard fees will increase by 3% while other berthing fees receive inflationary adjustments. As a result, 9 fees would see an increase, 1 new fee will be added, 7 fees would change from flat fees to actual costs, and the remaining 8 fees would stay at their current levels as detailed in **Appendix C**.



Public Works – Water Service Charges

Water Line Maintenance is responsible for the repair and maintenance of the water distribution system needed to meet all State of California Department of Public Health's water distribution system regulations. The Water Treatment Plant provides management, operation and maintenance of the City's thirty-two million gallon per day water treatment plant, eight distribution reservoirs, nine pumping stations and two wells to reliably provide adequate supplies of highest quality drinking water that meets or exceeds all Federal and State requirements.

Analysis

Willdan individually reviewed the services and programs associated with Water services. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

The analysis of Water services relied primarily upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. Willdan then compared the calculated full cost against the current fee amount to determine, if charged, whether the current fee would recover the costs associated with the requested service. This analysis has shown that most of the fees are not currently achieving full cost recovery. It is recommended that all Water fees be set at or near to full cost recovery for most services when allowable. Water utility rates themselves were not within this study's purview as they are governed by additional regulations such as Proposition 218 and Senate Bill No. 998 (SB998). As a result, of the 22 fees; 12 would see an increase, 5 new fees would be added, 2 fees would change from flat fees to actual costs, and the remaining 3 fees would stay at their current levels as detailed in **Appendix C**. The three new fees added reflect reduced fee restrictions per Senate Bill 998 for low income customers (below the 200% federal poverty level) which becomes law effective February 2020.



Community Services

The Community Services is responsible for building strong partnerships with local business and non-profit communities. Its mission is to provide, attract, retain, and expand employment opportunities for area residents, stimulate the local economy, expand the local sales and property tax base, while maintaining a positive balance between growth, social equity and the economy.

Analysis

Willdan individually reviewed the services and programs associated with Community Services. The review also consisted of an evaluation of existing services in an effort to update the fee schedule.

There are seven proposed services to be provided by Community Services. Three are governed strictly by the State of California Government Code. The analysis of the other service for Community Services relied upon a standard unit cost build-up approach, whereby we determined the reasonable cost of each fee occurrence using staff time to recover the direct cost of staff and pro-rata share of departmental costs, including indirect costs for City Central Services. It is recommended that the services be set at or near full cost recovery as detailed in **Appendix C**. As a result, 2 fees would see an increase, and the remaining 5 fees would stay at their current levels.



Appendix A – Total Allowable Cost to be Recovered

Below are the total allowable costs that may be recovered through User Fees; however, only a percentage of the total allowable cost is realized as staff not only works on services related to User Fees, but also works on an array of other City functions during the operational hours of the City. The amounts listed below will not reconcile to City budgets as costs that should not be included in overhead for personnel in the application of determining fully burdened hourly rates were excluded. Examples of these costs are capital, debt, monetary transfers, contract costs, and any other costs that is charged directly to the service requestor.

Pittsburg - User Fee Indirect Cost Allocation Summary

Fee Category	Department Salaries & Benefits	Department Operating & Internal Service Funds Costs	Direct & Internal Service Funds Overhead %	Cap Allocation %
Building	\$ 924,350	\$ 131,458	14%	9%
City Attorney	525,278.00	105,407.00	20%	0%
City Clerk	271,997.00	190,484.00	70%	0%
City Council	51,535.00	27,750.00	54%	0%
City Manager	142,589.00	34,660.00	24%	0%
Community Services	284,176.00	22,625.00	8%	9%
Economic Development	116,516.00	66,079.00	57%	15%
Engineering	2,105,345.00	333,441.00	16%	14%
Finance	1,435,341.00	185,653.00	13%	0%
Finance/Utility Billing	1,019,694.00	440,041.00	43%	8%
Housing Authority	902,467.00	371,917.00	41%	5%
Human Resources	946,992.00	243,913.00	26%	0%
Information Technology	780,931.20	554,210.00	71%	0%
Island Energy	1,969,310.00	1,481,529.00	75%	7%
Marina	799,755.00	541,222.00	68%	10%
Parks & Rec	844,866.00	601,398.00	71%	10%
Planning	848,355.00	390,857.00	46%	13%
Police Department	22,829,920.00	10,434,825.00	46%	8%
Power	539,362.00	417,084.00	77%	9%
Public Works	1,773,088.00	1,095,323.00	62%	10%
Water	4,729,323.00	1,523,110.00	32%	9%
Water Front	783,839.00	676,922.00	86%	7%



Appendix B – Fully Burdened Hourly Rates

Below are fully burdened hourly rates (FBHR's) of staff positions that provide for the services detailed in **Appendix C**. The FBHRs were used to determine the full cost of each service. They include the salary and benefit costs for each position as well as all applicable overhead amounts for each department assignment. For positions in central service departments, such as the City Clerk and City Manager, an indirect overhead is not added, as the overhead of central service departments is recovered through the compliant cost allocation plan. When a central service department position works on a fee or project in the purview of an operating department, only the direct overhead rates of the department (shown in **Appendix A**) will be applied to that central service positions' salary and benefit rate for full cost recovery. For any user fee service request that is outside the scope of the fees detailed in **Appendix C**, or for services for which there is no fee currently set, the City can charge up to the full amount of the FBHR for personnel involved.

Pittsburg - User Fee		
Fully Burdened Hourly Rate Calculation - Full Time Employees		
Fee Category	Position	Fully Burdened Hourly Rate
Building	Building Inspection Supervisor	\$ 140.24
Building	Combination Bldg. Inspector	109.91
Building	Permit Technician	92.72
City Attorney	City Attorney	265.39
City Attorney	Paralegal	109.95
City Clerk	City Clerk	33.39
City Clerk	Deputy City Clerk	134.11
City Clerk	Dir. Of Records & Council Serv	221.11
City Council	Councilmember	30.59
City Council	City Treasurer	30.21
City Manager	Administrative Specialist	94.40
City Manager	Assistant City Manager	236.49
City Manager	Assist to the City Manager	136.46
City Manager	City Manager	279.05
City Manager	Community Outreach Coordinator	97.01
Community Services	Director Of Community Services	188.59
Community Services	Sr Admin Analyst	120.90
Economic Development	Asst Dir Of Econ Dev & Rec	227.95
Economic Development	Recreation Supervisor	155.00
Economic Development	Adm Analyst II	157.69
Engineering	Admin Coordinator	102.77
Engineering	Assistant City Engineer	170.55
Engineering	City Engineer	181.86
Engineering	Civil Engineer I	119.57
Engineering	Civil Engineer II	134.90



Pittsburg - User Fee		
Fully Burdened Hourly Rate Calculation - Full Time Employees		
Fee Category	Position	Fully Burdened Hourly Rate
Engineering	Compliance Principal	\$ 145.98
Engineering	Director Of Community Developm	208.51
Engineering	Engineering Technician I	100.00
Engineering	Engineering Technician II	112.24
Engineering	Office Assistant	70.50
Engineering	Permit Technician	97.29
Engineering	Sr Civil Engineer	152.60
Finance	Accountant I	89.67
Finance	Accountant II	98.03
Finance	Accounting Technician	81.50
Finance	Administrative Specialist	85.77
Finance	Director Of Finance	202.16
Finance	Finance Division Manager	131.24
Finance	Financial Analyst	107.61
Finance	Payroll Specialist	89.08
Finance/Utility Billing	Revenue Operations Supervisor	146.64
Finance/Utility Billing	Account Clerk (1 of 2)	88.10
Finance/Utility Billing	Account Clerk (2 of 2)	97.20
Finance/Utility Billing	Accounting Technician	109.11
Housing Authority	Housing Manager	169.65
Housing Authority	Housing Inpsector	113.68
Housing Authority	Housing Specialist	104.02
Housing Authority	Office Assistant	79.51
Human Resources	Dir Of Human Resources	202.60
Human Resources	Human Resources Analyst	115.16
Human Resources	Human Resources Specialist	99.19
Human Resources	Sr. Human Resources Analyst	129.87
Information Technology	IT Manager	198.68
Information Technology	IT Supervisor	178.81
Information Technology	IT GIS	158.95
Information Technology	IT Analyst	149.01
Island Energy	Adm Assistant (1 of 2)	106.07
Island Energy	Adm Assistant (2 of 2)	117.81
Island Energy	Administrative Officer	214.84
Island Energy	Power Company Manager	256.09
Island Energy	Utility Lineworker	155.15
Island Energy	Utility Supervisor	232.62
Island Energy	Utility Technician I	197.11
Island Energy	Utility Technician II	216.40



Pittsburg - User Fee

Fully Burdened Hourly Rate Calculation - Full Time Employees

Fee Category	Position	Fully Burdened Hourly Rate
Marina	Adm Assistant (1 of 2)	\$ 103.49
Marina	Adm Assistant (2 of 2)	114.94
Marina	Harbormaster	192.46
Marina	Lead Marina Services Worker	145.65
Marina	Marina Maintenance Worker	116.69
Parks & Rec	Adm Assistant (1 of 2)	105.57
Parks & Rec	Adm Assistant (2 of 2)	117.25
Parks & Rec	Maintenance Assistant	102.78
Parks & Rec	Maintenance Aide - PT	28.40
Parks & Rec	Maintenance Lead Worker	173.59
Parks & Rec	Maintenance Worker I	140.73
Parks & Rec	Maintenance Worker II	157.28
Parks & Rec	Office Assistant	98.79
Parks & Rec	Public Works Supervisor	195.09
Parks & Rec	Recreation Coordinator	132.37
Planning	Assistant Planner	141.67
Planning	Associate Planner	159.99
Planning	Planning Manager	207.27
Planning	Planning Technician	119.50
Planning	Senior Planner	180.48
Police Department	Chief Of Police	364.43
Police Department	Community Outreach Coordinator	120.06
Police Department	Community Services Specialist	114.71
Police Department	Crime Analyst	141.14
Police Department	Exec. Secretary To Chief	121.60
Police Department	Lead Comm. Services Spec.	128.54
Police Department	Lead Police Records Clerk	115.39
Police Department	Police Captain	324.69
Police Department	Police Evidence Technician	115.90
Police Department	Police Lieutenant	285.87
Police Department	Police Officer	205.91
Police Department	Police Records Clerk (1 Of 2)	92.96
Police Department	Police Records Clerk (2 Of 2)	103.35
Police Department	Police Records Supervisor	138.51
Police Department	Police Sergeant	239.45
Police Department	Police Services Administrator	166.79
Police Department	Property And Evidence Coord.	128.51
Power	Adm Analyst II	147.64
Power	Administrative Officer	219.54
Power	Environmental Affairs Manager	233.35
Power	Environmental Health Spec	160.23



Pittsburg - User Fee

Fully Burdened Hourly Rate Calculation - Full Time Employees

Fee Category	Position	Fully Burdened Hourly Rate
Public Works	Accounting Technician	\$ 124.10
Public Works	Adm Assistant (1 of 2)	100.08
Public Works	Adm Assistant (2 of 2)	111.17
Public Works	Administrative Specialist	130.59
Public Works	Assistant Dir. Of Public Works	241.65
Public Works	Dir. Of Public Works	292.26
Public Works	Electrician	173.83
Public Works	Equipment Mechanic	159.52
Public Works	Equipment Shop Supervisor	178.74
Public Works	Lead Pw Superintendent	231.98
Public Works	Maintenance Lead Worker	164.57
Public Works	Maintenance Worker I	133.42
Public Works	Maintenance Worker II	149.11
Public Works	Public Works Superintendent	228.46
Public Works	Public Works Supervisor	184.97
Public Works	Sweeper Operator	112.86
Water	Maintenance Lead Worker	135.25
Water	Maintenance Worker I	109.65
Water	Maintenance Worker II	122.55
Water	Public Works Supervisor	152.01
Water	Water Instrument/Maint Tech I	139.96
Water	Water Instrument/Maint Tech II	158.06
Water	Water Maintenance Mechanic I	139.96
Water	Water Maintenance Mechanic II	158.06
Water	Water Plant Apprent. Operator	103.41
Water	Water Plant Operator	155.38
Water	Water Plant Superintendent	200.15
Water	Water Plant Supervisor	187.79
Water	Water Quality Analyst I	126.21
Water	Water Quality Analyst II	146.84



Appendix C – Cost Recovery Analysis

The following tables provide the results of the analysis, resulting full cost recovery amount, and recommended fees. For fees in which the full cost, percent target cost recovery level, or percent change is listed as “NA”, the amount or percentage was not calculable based on cost data or variable fee structure. This is most common when either the current or the suggested fee includes a variable component that is not comparable on a one to one basis, a full cost was not calculated (for penalties and fines), or when there is not a current fee amount to compare against. For rental or use of City property, under Proposition 26, the revenues serve to offset the cost of purchasing, maintaining, operating, and improving the publicly owned property. The cost of the facilities themselves were not determined as part of this study, so the full cost is noted by “NA” as well.

Finance

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery Level (%)	Suggested Fee	Percent Change	(\$)
1	Document Copies	Per Page (B/W)	Plus postage if necessary	Variable	\$0.25	100%	\$0.10	-60%	-\$0.15
2	Document Copies	Per Page (Colored)	Plus postage if necessary	Variable	\$0.25	100%	\$0.10	-60%	-\$0.15
3	Initial Business License Application Processing Fee	Flat Fee		\$99.56	\$50.00	50%	\$50.00	0%	\$0.00
4	Annual Business License Application Renewal Fee	Flat Fee		\$52.88	\$21.00	40%	\$21.00	0%	\$0.00
5	Annual Business License Application Renewal Fee - Online	Flat Fee		\$44.73	\$21.00	47%	\$21.00	0%	\$0.00
6	Initial Business Permit Processing Fee	Flat Fee		\$67.70	\$50.00	74%	\$50.00	0%	\$0.00
7	Annual Business Permit Renewal Fee	Flat Fee		\$7.83	\$6.00	77%	\$6.00	0%	\$0.00
8	Duplicate License or Permit	Flat Fee		\$7.04	\$5.00	99%	\$7.00	40%	\$2.00
9	License or Permit Name Change	Flat Fee		\$7.04	\$5.00	99%	\$7.00	40%	\$2.00
10	License location or business description change (within City)	Flat Fee		\$50.90	\$25.00	49%	\$25.00	0%	\$0.00
11	License location or business description change (outside City)	Flat Fee		\$7.04	\$5.00	99%	\$7.00	40%	\$2.00
12	Initial Business License/Permit Appeal Processing Fee	Flat Fee	1st Stage	\$275.48	New	100%	\$275.00	NA	NA
13	Council Business License/Permit Appeal Fee	Flat Fee	2nd Stage	\$607.02	\$445.00	99%	\$600.00	35%	\$155.00
14	NSF (Non Sufficient Fund) Fee	first check	per Civil Code 1719, \$35 per subsequent check	\$32.38	\$25.00	77%	\$25.00	0%	\$0.00
15	Credit Card Convenience Fee (under \$1,000)	per transaction	non-refundable	Variable	\$1.00	100%	\$1.00	0%	\$0.00
16	Credit Card Convenience Fee (greater than \$1,000)	per transaction	non-refundable	Variable	New	100%	Actual Cost	NA	NA
17	Administrative Citation - 1st Violation		Gov't Code Section 36900	NA	\$100.00	NA	\$100.00	0%	\$0.00
18	Administrative Citation - 2nd Violation within the same year		Gov't Code Section 36900	NA	\$200.00	NA	\$200.00	0%	\$0.00
19	Administrative Citation - 3rd violation within the same year		Gov't Code Section 36900	Na	\$500.00	NA	\$500.00	0%	\$0.00

California Theatre
(Fund 120 - California Theatre)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery	Suggested Fee	Percent Change	(\$) Change
1	Paid/Ticketed Event Base Fee			Variable	\$700/peak day, \$550 non-peak day or 15% of gross, whichever is higher	NA	\$700/peak day, \$550 non-peak day or 15% of gross, whichever is higher	0%	\$0.00
2.a	Additional Time	per hour		Variable	\$100.00	NA	\$100.00	0%	\$0.00
2.b	Rehearsal Time	4 hours		Variable	\$350.00	NA	\$350.00	0%	\$0.00
3.a	Box Office Fees			Variable	\$200.00	NA	\$200 to \$500	0%	
3.b	Ticket Processing	per ticket		Variable	\$0.30	NA	\$2.00	567%	\$1.70
4	Facility Fee	per ticket sold		Variable	\$1.00	NA	\$2.00	100%	\$1.00
5	Credit Card Fee		Actual cost of 3rd party vendor	Variable	3.5%	NA	Actual Cost	NA	NA
6	Mail handling			Variable	\$5.00	NA	\$5.00	0%	\$0.00
Labor									
7.a	Technical Director	per hour		Variable	\$34.00	NA	\$34.00	0%	\$0.00
7.b	Technicians (Board Operator & Deck Supervisor)	per hour		Variable	\$30.00	NA	\$30.00	0%	\$0.00
7.c	Stagehand	per hour		Variable	\$30.00	NA	\$30.00	0%	\$0.00
7.d	Front of House	per hour		Variable	\$30.00	NA	\$30.00	0%	\$0.00
7.e	Janitorial	per hour		Variable	\$150/Performance, \$75/Rehearsal	NA	\$200/Performance, \$100/Rehearsal	33%	\$50/Performance, \$25/Rehearsal

City Clerk

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery Level (%)	Suggested Fee	Percent Change	(\$) Change
1	Document Copy	Per Page (B/W)	Plus postage if necessary	Variable	\$0.25	100%	\$0.10	-60%	-\$0.15
2	Document Copy	Per Page (Colored)	Plus postage if necessary	Variable	\$0.25	100%	\$0.10	-60%	-\$0.15
3	CD/DVD			\$1.00	\$1.00	100%	\$1.00	0%	\$0.00

Police

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery	Suggested Fee	Percent Change	(\$)
1	Document Copies	Per Page (B/W)	Plus postage if necessary	Variable	\$0.25 Per Page	100%	\$0.10	-60%	-\$0.15
2	Document Copies	Per Page (Colored)	Plus postage if necessary	Variable	\$0.25 Per Page	100%	\$0.10	-60%	-\$0.15
3	Traffic Accident Investigation Report Copy		Plus postage	Variable	\$11 and (\$0.25) per page	100%	\$11 and \$0.10 Per Page	-60%	-\$0.15
4	Crime Report Copy		Plus postage	Variable	\$11 and (\$0.25) per page	100%	\$0.10 Per Page	-60%	-\$0.15
5	Reproduction Services: Media		Copy of Digital Photo Disk	\$32.13	\$44.00	100%	\$32.00	-27%	-\$12.00
6	Reproduction Services: Media		Audio/Visual -Copy of CD/DVD	\$42.84	\$59.00	98%	\$42.00	-29%	-\$17.00
7	Research Service	Hourly + per page	Fee level is regulated by Gov. Code	Variable	\$24/hr (\$6 per quarter hr) and (\$0.25) per page	100%	\$24/hr (\$6 per quarter hr) and (\$0.25) per page	0%	\$0.00
8	Clearance Letter - Resident			\$43.06	\$40.00	100%	\$43.00	8%	\$3.00
9	Clearance Letter - Non-Resident			\$43.06	\$40.00	100%	\$43.00	8%	\$3.00
10	Towed Stored Vehicle Release		Other towed/stored vehicles including abandoned	\$145.95	\$128.00	99%	\$145.00	13%	\$17.00
11	Impounded Vehicle		Suspended License	\$180.27	\$158.00	100%	\$180.00	14%	\$22.00
12	Victim Vehicles - Stolen/Recovered			NA	NA	NA	NA	0%	NA
13	Repossession Filing Fee		Fee level is regulated by Gov. Code. Sec 41612	NA	\$15.00	NA	\$15.00	0%	\$0.00
14	Fingerprints			\$34.45	\$32.00	99%	\$34.00	6%	\$2.00
15	Background Check		Government Code 1031.1(F)	\$17.23	New	NA	\$15.00	NA	NA
16	Firearm Release Fee		PC 33880	\$128.51	New	51%	\$65.00	NA	NA
17	Retail Firearms Permit			\$65.00	New	100%	\$65.00	NA	NA
18	ABC 1-Day User Permit (Profit)			\$91.98	\$60.00	82%	\$75.00	25%	\$15.00
19	ABC 1-Day User Permit (Non-Profit)			\$91.98	\$30.00	43%	\$40.00	33%	\$10.00
20	Citation Sign-Off (Resident)			\$34.32	\$25.00	73%	\$25.00	0%	\$0.00
21	Citation Sign-Off (Non-resident)			\$34.32	\$45.00	99%	\$34.00	-24%	-\$11.00
22	Vehicle Identification Numbers (VIN)			\$68.64	\$25.00	99%	\$68.00	172%	\$43.00
23	Booking Service		Fee established by Contra Costa County. Fee increases automatically when County's fees increase.	NA	\$564.00	NA	\$564.00	0%	\$0.00
24	Gun Permit Fees - Concealed Weapons Application		Per Penal Code Section 26190(b).	NA	\$100.00	NA	\$100.00	0%	\$0.00
25	Subpoena, Civil Deposit plus Admin Fee	Per Day	Per Gov. Code. 68097.2	NA	\$275.00	NA	\$275.00	0%	\$0.00

Police

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery	Suggested Fee	Percent Change	(\$)
26	False Alarm Fee - First Violation		Updated infraction rates for Ord. 9.24.70 (A); In excess of two within any 30-day period or in excess of eight within any 12-month period per Ord. 9.24.90	\$157.81	\$75.00	63%	\$100.00	33%	\$25.00
27	False Alarm Fee - Second Violation		Updated infraction rates for Ord. 9.24.70 (A); In excess of two within any 30-day period or in excess of eight within any 12-month period per Ord. 9.24.90	\$157.81	\$100.00	79%	\$125.00	25%	\$25.00
28	False Alarm Fee - Third and Subsequent Violations		Updated infraction rates for Ord. 9.24.70 (A); In excess of two within any 30-day period or in excess of eight within any 12-month period per Ord. 9.24.90	\$157.81	\$139.00	95%	\$150.00	8%	\$11.00
29	Social Host - Parties & Nuisances - First Violation	PMC 9.25		NA	\$500.00	NA	\$500.00	0%	\$0.00
30	Social Host - Parties & Nuisances - Second and Subsequent Violations	PMC 9.25		NA	\$1,000.00	NA	\$1,000.00	0%	\$0.00
31	DUI Arrest/Collision Processing Emergency Response Cost Recovery		Per Gov Code 53150-58	Variable	Actual Cost plus 10% Admin	NA	Actual Cost plus 10% Admin	0%	NA
32	Review of Local Criminal History	Penal Code 13300/13322	Per Penal Code Sections 13300,13322	\$49.66	\$25.00	50%	\$25.00	0%	\$0.00
33	Computer Aided Dispatch Reports			\$25.84	\$24.00	97%	\$25.00	4%	\$1.00
34	Subpoena Duces Tecum		Evidence Code 1563 - Clerical cost @maximum of \$24/hr (\$6 per 1/4 hour) plus 10 cents a page duplication cost	NA	\$24/hr (\$6 per 1/4 hour) plus 10 cents a page duplication cost	100%	\$24/hr (\$6 per 1/4 hour) plus 10 cents a page duplication cost	0%	\$0.00
35	Special Event Personnel		Based on the fully burdened hourly rate of positions involved	Variable	Actual Cost	100%	Actual Cost	0%	\$0.00
36	Tobacco Retailer's License	PMC 5.68.080	Actual cost of processing not to exceed \$500.00 annually.	Variable	Actual Cost	NA	Actual Cost	0%	\$0.00
Parking Penalties									
37	Vehicle Public Nuisance (land owner)			NA	\$100.00	NA	\$100.00	0%	\$0.00
38	Storage of Vehicle/Parts More Than 5 Days			NA	\$56.00	NA	\$56.00	0%	\$0.00
39	Parked in Parkway			NA	\$41.00	NA	\$41.00	0%	\$0.00
40	Parked Over 48 Hours			NA	\$41.00	NA	\$41.00	0%	\$0.00
41	Display Vehicle For Sale			NA	\$41.00	NA	\$41.00	0%	\$0.00

Police

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery	Suggested Fee	Percent Change	(\$) Change
41	Display Vehicle For Sale			NA	\$41.00	NA	\$41.00	0%	\$0.00
42	Repair/Wash Vehicle On Street			NA	\$41.00	NA	\$41.00	0%	\$0.00
43	Parked Facing Wrong Way (1-Way Streets)			NA	\$41.00	NA	\$41.00	0%	\$0.00
44	Angle Parking			NA	\$41.00	NA	\$41.00	0%	\$0.00
45	Parking Adjacent to Schools			NA	\$41.00	NA	\$41.00	0%	\$0.00
46	Parking On Narrow Streets			NA	\$41.00	NA	\$41.00	0%	\$0.00
47	Failure To Curb Wheels			NA	\$41.00	NA	\$41.00	0%	\$0.00
48	Signed - No Parking		See A below	NA	\$100.00	NA	\$100.00	0%	\$0.00
49	No Parking (Divisional Island)			NA	\$41.00	NA	\$41.00	0%	\$0.00
50	No Parking (Traffic Hazard, Signed or Red Curb)			NA	\$56.00	NA	\$56.00	0%	\$0.00
51	No Parking (By Resolution/Ordinance)			NA	\$41.00	NA	\$41.00	0%	\$0.00
52	No Parking (Railroad Track)			NA	\$41.00	NA	\$41.00	0%	\$0.00
53	No Parking (Traffic Hazard, No Sign Nor Red Curb)			NA	\$41.00	NA	\$41.00	0%	\$0.00
54	No Parking (Sign Posted 24 Hours in Advance- Construction)			NA	\$41.00	NA	\$41.00	0%	\$0.00
55	No Parking (20 ft. From Crosswalk, Business District, Marked)			NA	\$41.00	NA	\$41.00	0%	\$0.00
56	No Parking (20 ft. From Signal/STOP/Flashing Device)			NA	\$41.00	NA	\$41.00	0%	\$0.00
57	Parking Vendor Vehicles More Than 10 Minutes			NA	\$41.00	NA	\$41.00	0%	\$0.00
58	Commercial Parking Over 5 Hours In Residential Zone		See A below	NA	\$100.00	NA	\$100.00	0%	\$0.00
59	Temporary/Event No Parking Sign			NA	\$41.00	NA	\$41.00	0%	\$0.00
60	Restricted Parking On City Property			NA	\$41.00	NA	\$41.00	0%	\$0.00
61	Over Time Limit (3 Hours Max.) In City Parking Lot			NA	\$41.00	NA	\$41.00	0%	\$0.00
62	Overnight Truck Parking, Over 5 Tons (Residential/Commercial)		See A below	NA	\$100.00	NA	\$100.00	0%	\$0.00
63	Curb Markings (Red, yellow, White, Green)			NA	\$41.00	NA	\$41.00	0%	\$0.00
64	Disabled Parking Space		See A below	NA	\$290.00	NA	\$290.00	0%	\$0.00
65	Curb Markings (Yellow Commercial loading = 30 Minutes)			NA	\$41.00	NA	\$41.00	0%	\$0.00
66	Curb Markings (White Passenger Loading Zone)			NA	\$41.00	NA	\$41.00	0%	\$0.00
67	Parking In Alley			NA	\$41.00	NA	\$41.00	0%	\$0.00
68	Parking Time Limited On Designated Streets			NA	\$41.00	NA	\$41.00	0%	\$0.00

Police

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery	Suggested Fee	Percent Change	(\$)
69	Parking Prohibited At All Times On Certain Streets			NA	\$41.00	NA	\$41.00	0%	\$0.00
70	All Night Parking In A Business District			NA	\$41.00	NA	\$41.00	0%	\$0.00
71	Parking Within Space Markings			NA	\$41.00	NA	\$41.00	0%	\$0.00
72	Residential Permit Parking Area			NA	\$100.00	NA	\$100.00	0%	\$0.00
73	Bicycle Parking Only Zone			NA	\$41.00	NA	\$41.00	0%	\$0.00
74	Bus Zone		See A below	NA	\$265.00	NA	\$265.00	0%	\$0.00
75	Taxicab Stand			NA	\$41.00	NA	\$41.00	0%	\$0.00
76	Parked Off Truck Route		See A below	NA	\$100.00	NA	\$100.00	0%	\$0.00
77	Parking Meters - Parking Within Spaces			NA	\$41.00	NA	\$41.00	0%	\$0.00
78	Parking Meters - Time Limitation			NA	\$41.00	NA	\$41.00	0%	\$0.00
79	Parking Meters - Coin Deposit			NA	\$41.00	NA	\$41.00	0%	\$0.00
80	Parking Meters - Overtime Parking			NA	\$41.00	NA	\$41.00	0%	\$0.00
81	Off-Street Public/Private Parking Lots - Posted			NA	\$41.00	NA	\$41.00	0%	\$0.00
82	Unlawful Parking On Private Property			NA	\$41.00	NA	\$41.00	0%	\$0.00
83	Operator's Certificate - Initial Application			NA	\$500.00	NA	\$500.00	0%	\$0.00
84	Driver's Permit - Initial Application			NA	\$400.00	NA	\$400.00	0%	\$0.00
85	Operator's Certificate - Renewal Application			NA	\$500.00	NA	\$500.00	0%	\$0.00
86	Driver's Permit - Renewal Application			NA	\$400.00	NA	\$400.00	0%	\$0.00

A) City amended these fees from the schedule to reflect current rates as surveyed with other jurisdictions (revised fees adopted per resolution 04-10141).

The schedule of Parking Penalties reflects the standardized parking citations as originally established by the Contra Costa County Office of Revenue Collection (ORC).

Recreation

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery Level (%)	Suggested Fee	Percent Change	(\$) Change
1	Document Copies	Per Page (B/W)	Plus postage if necessary	Variable	\$0.25	100%	\$0.10	-60%	-\$0.15
2	Document Copies	Per Page (Colored)	Plus postage if necessary	Variable	\$0.25	100%	\$0.10	-60%	-\$0.15
Aquatics:									
3	Group Lesson/Parent Child - Resident			\$87.99	\$59.00	67%	\$59.00	0%	\$0.00
4	Group Lesson/Parent Child - Non-Resident			\$98.43	\$66.00	67%	\$66.00	0%	\$0.00
5	Private Lessons - Resident			\$192.39	\$129.00	67%	\$129.00	0%	\$0.00
6	Private Lessons - Non-Resident			\$202.82	\$136.00	67%	\$136.00	0%	\$0.00
7	Recreational Swim - Youth			\$4.47	\$3.00	67%	\$3.00	0%	\$0.00
8	Recreational Swim - Adult			\$8.95	\$6.00	67%	\$6.00	0%	\$0.00
9	Pool Parties	Per Person	Minimum 10 people	\$10.44	\$7.00	67%	\$7.00	0%	\$0.00
10	Aquatics Season Pass - 14 years and under		May 5 thru Oct 21	\$31.32	\$21.00	67%	\$21.00	0%	\$0.00
11	Aquatics Season Pass - 15 years and older		May 5 thru Oct 21	\$43.25	\$29.00	67%	\$29.00	0%	\$0.00
12	School Rentals, Swim Rentals (under 100 students)	Per Hour	Contract with school, swim teams practice with other programmings	\$67.11	\$45.00	67%	\$50.00	11%	\$5.00
13	School Rentals, Swim Rentals (100-175 students - additional guard needed)	Per Hour	Contract with school, swim teams practice with other programmings	\$67.11	\$45.00	67%	\$55.00	22%	\$10.00
14	School Rentals, Swim Rentals (176 and more students -additional guard needed)	Per Hour	Contract with school, swim teams practice with other programmings	\$67.11	\$45.00	67%	\$60.00	33%	\$15.00
15	Buchanan Swim Center - Spring Season Pass (Lap Swim)		Spring (Apr 16 thru Jun 8) M- F 9am - 12pm	\$40.27	\$27.00	67%	\$27.00	0%	\$0.00
16	Buchanan Swim Center - Fall Season Pass (Lap Swim)		Fall (Aug 20 thru Oct 5) M- F 9am - 12pm	\$40.27	\$27.00	67%	\$27.00	0%	\$0.00
Adult Sports:									
17	Adult Spring Softball – Recreational	Per Team	Based on a 7 game schedule, plus double elimination playoffs and award.	\$1,207.75	\$638.00	53%	\$638.00	0%	\$0.00
18	Adult Summer Softball – Regular League	Per Team	Based on a 8 game schedule, plus double elimination playoffs and award.	\$1,207.75	\$638.00	53%	\$638.00	0%	\$0.00
19	Professional Team Sport (Adult Team)	Per Game	Includes baseball, soccer, football, etc	\$1,007.09	\$532.00	53%	\$532.00	0%	\$0.00
Field Rentals:									
20	Grass Field Rental (Youth)	Per Hour		\$96.10	\$21.00	22%	\$21.00	0%	\$0.00
21	Grass Field Rental (Adult)	Per Hour		\$96.10	\$33.00	34%	\$33.00	0%	\$0.00
22	Artificial Grass Field Rental (Youth)	Per Hour		\$134.70	\$60.00	45%	\$60.00	0%	\$0.00
23	Artificial Grass Field Rental (Adult)	Per Hour		\$134.70	\$72.00	53%	\$72.00	0%	\$0.00
24	Field Rental Add-on (Lights)	Per Hour		\$24.73	\$19.00	77%	\$19.00	0%	\$0.00

Recreation

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery Level (%)	Suggested Fee	Percent Change	(\$) Change
25	Field Rental Add-On for CP-1 Only (Scoreboard & Sound)	Per Hour	Includes 1 rec leader II	NA	Actual Cost	100%	Actual Cost	NA	NA
26	Tournaments	Per Game		\$276.23	\$21.00	52%	\$21.00	0%	\$0.00
27	Field Prep			\$233.97	\$39.00	17%	\$39.00	0%	\$0.00
28	Snack Bar - Profit	Per Day		\$664.12	\$132.00	20%	\$132.00	0%	\$0.00
29	Snack Bar - Non-Profit	Per Day		\$664.12	\$66.00	10%	\$66.00	0%	\$0.00
30	Senior Bocce Ball League	Per Team		NA	Service is contracted out	NA	Service is contracted out	NA	NA
Youth Sports:									
31	Youth Sports (Basketball)			\$181.73	\$96.00	53%	\$96.00	0%	\$0.00
32	Youth Sports (Flag Football)			\$170.37	\$90.00	53%	\$90.00	0%	\$0.00
33	Youth Sports (Soccer)			\$170.37	\$90.00	53%	\$90.00	0%	\$0.00
34	Tiny Tots Sports (Tag Football, Indoor Soccer, Outdoor Soccer, Basketball and T-Ball) - Resident			\$88.97	\$47.00	53%	\$47.00	0%	\$0.00
35	Tiny Tots Sports (Tag Football, Indoor Soccer, Outdoor Soccer, Basketball and T-Ball) - Non-Resident			\$132.51	\$70.00	53%	\$70.00	0%	\$0.00
Recreation Classes:									
36	Recreation Classes		Fee based upon cost of class to City (60/40% cost split; 40% to City).	Variable	Fee based upon cost of class to City (60/40% cost split; 40% to City).	100%	Fee based upon cost of class to City (60/40% cost split; 40% to City).	NA	NA
Summer Activities:									
37	Summer Playground Program (Basic Camp)	Per Session		NA	Service is contracted out	NA	Service is contracted out	NA	NA
38	Summer Playground Program (Super Camp)	Per Session		NA	Service is contracted out	NA	Service is contracted out	NA	NA
39	Summer Excursions			Variable	Transportation/ Admission Costs	NA	Transportation/ Admission Costs	NA	NA
40	Summer Specialty Camps	Per Session		NA	Service is contracted out	NA	Service is contracted out	NA	NA
Adult Excursions:									
41	Adult Excursions		Transportation and accommodations plus 25% administration fee.	\$592.71	Transportation and accommodations plus 25% administration fee.	100%	Transportation and accommodations plus 25% administration fee.	NA	NA
Rentals:									

Recreation

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery Level (%)	Suggested Fee	Percent Change	(\$)
42	Buchanan Park Community Center (Building Rental) - Resident/	Per Hour	Security Officers will be required for all rentals after 3PM (Reso 10-11408)	NA	\$127.00	NA	\$127.00	0%	\$0.00
43	Buchanan Park Community Center (Building Rental) - Non-Resident	Per Hour	Security Officers will be required for all rentals after 3PM (Reso 10-11408)	NA	\$140.00	NA	\$140.00	0%	\$0.00
44	Buchanan Park Community Center (Janitorial)		Fee for All Rentals	\$70.36	\$58.00	82%	\$58.00	0%	\$0.00
45	Buchanan Park Community Center (Deposit)		Refundable Deposit	Variable	\$616.00	NA	\$616.00	0%	\$0.00
46	Buchanan Park Community Center (Deposit) - with Alcohol		Refundable Deposit	Variable	\$1,230.00	NA	\$1,230.00	0%	\$0.00
47	Library Community Room (Building Rental)	Per Hour	Per Resolution 13-11800	NA	\$41.00	NA	\$41.00	0%	\$0.00
48	Library Community Room (Janitorial)		Fee for All Rentals	\$70.36	\$58.00	82%	\$58.00	0%	\$0.00
49	Library Community Room (Deposit)		Refundable Deposit	NA	\$118.00	NA	\$118.00	0%	\$0.00
50	Buchanan Park Picnic Areas (Large Areas)	Per Day	Refundable Deposit	NA	\$191.00	NA	\$191.00	0%	\$0.00
51	Buchanan Park Picnic Areas (Small Areas)	Per Day	Refundable Deposit	NA	\$64.00	NA	\$64.00	0%	\$0.00
52	Stoneman Trailhead Park	Per Day	Refundable Deposit	NA	\$191.00	NA	\$191.00	0%	\$0.00
53	City Park (Large Area)	Per Day	Refundable Deposit	NA	\$191.00	NA	\$191.00	0%	\$0.00
54	Central Park	Per Day	Refundable Deposit	NA	\$191.00	NA	\$191.00	0%	\$0.00
55	Highland Ranch Park - Gazebo	Per Day	Refundable Deposit	NA	\$191.00	NA	\$191.00	0%	\$0.00
56	Buchanan Swim Center - Rental	Per Hour	Refundable Deposit	NA	\$124.00	NA	\$124.00	0%	\$0.00
57	Buchanan Swim Center - Rental Deposit		Refundable Deposit	NA	\$174.00	NA	\$174.00	0%	\$0.00
58	Boatwright Plaza		for 4 hours	NA	\$96.00	NA	\$96.00	0%	\$0.00
59	Senior Center Rental - Non-Resident	Per Hour	4 Hr. Minimum	NA	\$239.00	NA	\$239.00	0%	\$0.00
60	Senior Center Rental - Resident	Per Hour	4 Hr. Minimum	NA	\$212.00	NA	\$212.00	0%	\$0.00
61	Senior Center Cleaning/Damage Deposit - With Alcohol		Refundable	Variable	\$952.00	100%	\$952.00	0%	\$0.00
62	Senior Center Cleaning/Damage Deposit - Without Alcohol		Refundable	Variable	\$634.00	100%	\$634.00	0%	\$0.00
63	Senior Center Kitchen Rental			NA	\$94.00	NA	\$94.00	0%	\$0.00
64	Senior Center Kitchen Deposit		Refundable	Variable	\$308.00	NA	\$308.00	0%	\$0.00
65	Senior Center Alcohol Permit			\$32.93	\$32.00	97%	\$32.00	0%	\$0.00
66	Senior Center Insurance		REQUIRED (Proof of Homeowner's Insurance or actual cost of insurance thru Municipal Risk Mgmt)	NA	Insurance Required	100%	Insurance Required	NA	NA
67	Senior Center Cancellation Fee - 4 Months or More			NA	\$192.00	100%	\$192.00	0%	\$0.00

Recreation

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery Level (%)	Suggested Fee	Percent Change	(\$)
68	Senior Center Cancellation Fee - 2-4 Months			NA	25% of Total Rental Fee	100%	25% of Total Rental Fee	NA	NA
69	Senior Center Cancellation Fee - 6 Weeks to 2 Months			NA	50% of Total Rental Fee	100%	50% of Total Rental Fee	NA	NA
70	Senior Center Cancellation Fee - Less than 6 Weeks			NA	Entire Rental Fee less the Refundable Cleaning/Damage Deposit	100%	Entire Rental Fee less the Refundable Cleaning/Damage Deposit	NA	NA
71	Senior Center Rental Penalty	Per 15 Min	After Event Ending Time	NA	\$128.00	100%	\$128.00	0%	\$0.00
72	Facility Rental Add-On - Equipment (Projector, Screen)			NA	\$52.00	100%	\$52.00	0%	\$0.00
73	Facility Rental Add-On - Equipment (Sound)			NA	\$52.00	100%	\$52.00	0%	\$0.00
74	Facility Rental Add-On - Equipment (Podium)			NA	\$21.00	100%	\$21.00	0%	\$0.00
75	Facility Rental Add-On - Equipment (Wipe-Out Water Inflatable)			NA	\$103.00	100%	\$103.00	0%	\$0.00
Small World Park:									
76	Small World Park Admission (General 15 and Older)			NA	\$6.00	NA	\$6.00	0%	\$0.00
77	Small World Park Admission (Senior)			NA	\$3.00	NA	\$3.00	0%	\$0.00
78	Small World Park Admission (Child)			NA	\$3.00	NA	\$3.00	0%	\$0.00
79	Small World Park Season Pass (General 15 and Older)			NA	\$29.00	NA	\$29.00	0%	\$0.00
80	Small World Park Season Pass (Child)			NA	\$21.00	NA	\$21.00	0%	\$0.00
81	Small World Park Rentals (Dinosaur Den)		Resident	NA	\$27.00	NA	\$27.00	0%	\$0.00
82	Small World Park Rentals (Dinosaur Den)		Non-Resident	NA	\$50.00	NA	\$50.00	0%	\$0.00
83	Small World Park Rentals (Robin Hood Haven)		Resident	NA	\$27.00	NA	\$27.00	0%	\$0.00
84	Small World Park Rentals (Robin Hood Haven)		Non-Resident	NA	\$49.00	NA	\$49.00	0%	\$0.00
85	Small World Park Rentals (Ford Pitt)		Resident	NA	\$32.00	NA	\$32.00	0%	\$0.00
86	Small World Park Rentals (Ford Pitt)		Non-Resident	NA	\$64.00	NA	\$64.00	0%	\$0.00
87	Small World Park Rentals (Barn Yard Glen/Fairy Tale Falls)		Resident	NA	\$37.00	NA	\$37.00	0%	\$0.00
88	Small World Park Rentals (Barn Yard Glen/Fairy Tale Falls)		Non-Resident	NA	\$74.00	NA	\$74.00	0%	\$0.00
89	Small World Park Rentals (Tea Party Pavillion 1-120 Persons)		Resident	NA	\$91.00	NA	\$91.00	0%	\$0.00
90	Small World Park Rentals (Tea Party Pavillion 1-120 Persons)		Non-Resident	NA	\$128.00	NA	\$128.00	0%	\$0.00
91	Small World Park Rentals (Party Castle)		Resident	NA	\$64.00	NA	\$64.00	0%	\$0.00

Recreation

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery Level (%)	Suggested Fee	Percent Change	(\$)
92	Small World Park Rentals (Party Castle)		Non-Resident	NA	\$127.00	NA	\$127.00	0%	\$0.00
93	Small World Park Rentals (Party Castle - Off Season)	4 Hours Rental		NA	\$184.00	NA	\$184.00	0%	\$0.00
94	Small World Park Rentals (Party Castle - Off Season) Add-on Ride Operator	4 Hours Rental	Includes two rides	NA	\$89.00	NA	\$89.00	0%	\$0.00
95	Small World Park Rentals - Add-on Table Rental	4 Hours Rental	Includes two rides	NA	\$7.00	NA	\$7.00	0%	\$0.00
96	Small World Park Power Box Rental (Group Picnic Sites)			NA	\$28.00	NA	\$28.00	0%	\$0.00
97	Small World Park (After Hour Rental Rates) - Group Rate	Four Hour Rental	Any damage, excessive clean-up, exceeding rental time or cancellation of reservation will be deducted from deposit	NA	\$303.00	NA	\$303.00	0%	\$0.00
98	Small World Park (After Hour Rental Rates) - Corporate Rate	Four Hour Rental	Any damage, excessive clean-up, exceeding rental time or cancellation of reservation will be deducted from deposit	NA	\$753.00	NA	\$753.00	0%	\$0.00
99	Small World Park (After Hour Rental Rates) - Deposit			NA	\$174.00	NA	\$174.00	0%	\$0.00
100	Carousel		Per operator, Requires two operators	NA	\$96.00	NA	\$96.00	0%	\$0.00
101	Train		Per operator	NA	\$96.00	NA	\$96.00	0%	\$0.00
102	Whale		Per operator	NA	\$96.00	NA	\$96.00	0%	\$0.00
103	Ferris Wheel		Per operator	NA	\$96.00	NA	\$96.00	0%	\$0.00
104	Small World Park - After Hours Rental Penalty		Every 15 minutes past the rental end time; will be subtracted from the deposit.	NA	\$32.00	NA	\$32.00	0%	\$0.00
Special Event Permit Application Fees									
105	Category 1 Special Event Permit (Application 16+ weeks in advance)		Non-refundable: Athletic Events, Carnivals, Fairs, Competitions/Contests, Food Related Events, Holiday Celebrations, Recreation, River/Park Clean Ups, Spectator Sports, Business Shows/Promotions, Training Activities	NA	\$50.00	NA	\$50.00	0%	\$0.00
106	Category 1 Special Event Permit (Application 12 - 15 weeks in advance)		Non-refundable: Athletic Events, Carnivals, Fairs, Competitions/Contests, Food Related Events, Holiday Celebrations, Recreation, River/Park Clean Ups, Spectator Sports, Business Shows/Promotions, Training Activities	NA	\$100.00	NA	\$100.00	0%	\$0.00

Recreation

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery Level (%)	Suggested Fee	Percent Change	(\$)
107	Category 1 Special Event Permit (Application 30 days - 11 weeks in advance)		Non-refundable: Athletic Events, Carnivals, Fairs, Competitions/Contests, Food Related Events, Holiday Celebrations, Recreation, River/Park Clean Ups, Spectator Sports, Business Shows/Promotions, Training Activities	NA	\$200.00	NA	\$200.00	0%	\$0.00
108	Special Event Department Service Charge		If a permittee is required to pay Department Service Charges, those charges shall be calculated at the rates established in the City's Master Fee Schedule, as amended from time to time by City Council Resolution, in effect at the time the special event application is received.	Variable	Actual Cost (Fully Burdened Rate of Positions involved)	100%	Actual Cost (Fully Burdened Rate of Positions involved)	NA	NA
Special Event Clean-up and Damage Deposit									
109	Special Event Clean-up and Damage Deposit (Small Event - No Food)		100 - 499 people	Variable	\$0.00	100%	\$0.00	NA	NA
110	Special Event Clean-up and Damage Deposit (Small Event - Food)		100 - 499 people	Variable	\$532.00	100%	\$532.00	0%	\$0.00
111	Special Event Clean-up and Damage Deposit (Medium Event - No Food)		500 - 999 people	Variable	\$532.00	100%	\$532.00	0%	\$0.00
112	Special Event Clean-up and Damage Deposit (Medium Event - Food)		500 - 999 people	Variable	\$1,063.00	100%	\$1,063.00	0%	\$0.00
113	Special Event Clean-up and Damage Deposit (Large Event - No Food)		1,000 or more people	Variable	\$1,063.00	100%	\$1,063.00	0%	\$0.00
114	Special Event Clean-up and Damage Deposit (Large Event - Food)		1,000 or more people	Variable	\$1,595.00	100%	\$1,595.00	0%	\$0.00

FEE WAIVERS: The City Manager or designee is authorized to reduce or waive fees to service organizations, schools, and other governmental entities.

FUTURE FEE INCREASE: Fees shall increase annually based on the average percentage increase in the San Francisco-Oakland-Hayward All Urban Workers Consumer Price Index and will become effective January 1 of each calendar year.

Building Division

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery	Suggested Fee	Percent Change	(\$)
Permits:									
1	Building Permit Fee Minimum		City to review time	\$145.19	\$101.00	90%	\$130.00	29%	\$29.00
2	Building Permit Fees (Alterations and Repairs)		Minumum fee - \$130	Variable	Valuation per Table A	100%	Valuation per Table A	0%	\$0.00
3	Building Permits Fees (New Commercial)		Minumum fee - \$130	Variable	Valuation per Table A	100%	Valuation per Table A	0%	\$0.00
4	Building Permits Fees (New Industrial)		Minumum fee - \$130	Variable	Valuation per Table A	100%	Valuation per Table A	0%	\$0.00
5	Building Permits Fees (New SFR Dwellings)	\$82.99/sf applied to Table B	Minumum fee - \$130	Variable	Valuation per Table B	100%	Valuation per Table B	0%	\$0.00
6	Building Permits Fees (New SFR Private Garages)	\$23.43/sf applied to Table B	Minumum fee - \$130	Variable	Valuation per Table B	100%	Valuation per Table B	0%	\$0.00
7	Building Permits Fees (New SFR decks / porches)	\$3.64/sf applied to Table B	Minumum fee - \$130	Variable	Valuation per Table B	100%	Valuation per Table B	0%	\$0.00
Above SFR valuation calculation to remain constant. Table B to be adjusted by the prior year ENR 20-City Construction Cost Index every January 1st.									
8	Reroof (Residential) - 1st 20 square	Flat Fee		\$319.69	\$165.00	64%	\$205.00	24%	\$40.00
9	Reroof (Residential) - each additional 10 square	Flat Fee		\$159.07	New	58%	\$93.00	NA	\$0.00
10	Reroof (Commercial)			Variable	Valuation per Table A	100%	Valuation per Table A	0%	\$0.00
All Inclusive Permit Fees: Provides all necessary administration and inspections for these common projects without structural changes to the property. Electrical, mechanical, plumbing and building work is included and not limited by valuation or description.									
11	All Inclusive Permit Fees (Kitchen Alteration)			\$342.87	\$212.00	78%	\$268.00	26%	\$56.00
12	All Inclusive Permit Fees (Bathroom Alteration)			\$342.87	\$212.00	78%	\$268.00	26%	\$56.00
13	All Inclusive Permit Fees (Bathroom Alteration Each Additional)			\$114.29	\$70.00	66%	\$76.00	9%	\$6.00
14	All Inclusive Permit Fees (Window/Door Replacement)	First 10 Windows/Doors	Retrofit (Like for Like)	\$281.06	\$101.00	95%	\$268.00	165%	\$167.00
15	All Inclusive Permit Fees (Window/Door Replacement)	Each additional 10 Windows/Doors	Retrofit (Like for Like)	\$155.98	\$141.00	47%	\$74.00	-48%	-\$67.00
16	All Inclusive Permit Fees (Window Replacement)		New Construction Type - Minumum fee - \$130	Variable	Valuation per Table A	100%	Valuation per Table A	0%	\$0.00
17	Plumbing Fee (Primary)	Valuation Per Building Division Table I.	Minumum fee - \$130	\$145.19	\$101.00	90%	\$130.00	29%	\$29.00
18	Plumbing Fee (Supplemental)			\$46.75	\$40.00	92%	\$43.00	8%	\$3.00
19	Water Heater Replacement		Flat Fee	\$249.42	\$101.00	49%	\$123.00	22%	\$22.00
20	Re-piping - Supply Lines		Flat Fee	\$249.42	\$141.00	61%	\$153.00	9%	\$12.00
21	Sewer Line Repair/Replace		Flat Fee	\$249.42	\$141.00	61%	\$153.00	9%	\$12.00
22	Conversion to Tankless Water Heater Permit		Flat Fee	\$281.06	New	72%	\$201.00	NA	\$0.00
23	Seismic Gas Valve		Flat Fee (per ord 1175)	NA	\$77.00	NA	\$84.00	9%	\$7.00
24	Electrical Fee (Primary)	Valuation Per Building Division Table II.	Minumum fee - \$130	\$145.19	\$101.00	90%	\$130.00	29%	\$29.00
25	Electrical Fee (Supplemental)			\$46.75	\$40.00	92%	\$43.00	8%	\$3.00

Building Division

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery	Suggested Fee	Percent Change	(\$)
26	Electrical Service Upgrade – (200 amps or <)	Flat Fee		\$229.82	\$137.00	87%	\$200.00	46%	\$63.00
27	Electrical Service Upgrade –(> 200 amps)	Flat Fee		\$424.67	\$283.00	72%	\$306.00	8%	\$23.00
28	New Service (Pedestal)	Flat Fee		\$202.34	\$137.00	74%	\$149.00	9%	\$12.00
29	Temporary Power	Flat Fee	No Charge for new construction permits	\$202.34	\$137.00	74%	\$149.00	9%	\$12.00
30	E. V. Charger - Residential	Includes over the counter plan check		\$128.79	New	66%	\$85.00	NA	\$0.00
31	E. V. Charger - Commercial	may require additional hourly plan review		\$234.40	New	NA	Valuation per Table A	NA	\$0.00
32	Mechanical Fee (Primary)	Valuation per Building Division Table III	Minumum fee - \$130	\$145.19	\$101.00	90%	\$130.00	29%	\$29.00
33	Mechanical Fee (Supplemental)			\$46.75	\$40.00	92%	\$43.00	8%	\$3.00
34	Accessory Dwelling Units	detached		Variable	Valuation per Table A	100%	Valuation per Table A	0%	\$0.00
35	Junior Accessory Dwelling Units	within building footprint		Variable	Valuation per Table A	100%	Valuation per Table A	0%	\$0.00
Mechanical Permits - Residential (Single-family and duplexes)									
36	Heating and/or Cooling Equipment (including ducts)	Flat Fee		\$198.91	New	100%	\$198.00	NA	\$0.00
37	Wall Furnace	Flat Fee		\$189.75	New	100%	\$189.00	NA	\$0.00
38	Kitchen Hood and Bathroom Vents	Flat Fee		\$171.43	New	43%	\$73.50	NA	\$0.00
Mechanical Permits - Commercial & Multi-Family									
39	HVAC Unit (includes all associated sub-permits)	Flat Fee		\$233.97	New	100%	\$233.00	NA	\$0.00
40	Air Handler Unit	Flat Fee		\$233.97	New	100%	\$233.00	NA	\$0.00
41	Vent System	Flat Fee		\$171.43	New	100%	\$171.00	NA	\$0.00
42	Exhaust Hood Replacement	Flat Fee	Additional hourly plan check may apply	\$296.51	New	100%	\$296.00	NA	\$0.00
43	Insulation/ Energy Fee Per New Construction > 500 sf.	Building Permit fee	Minimum Fee - \$35	Variable	1% (Min \$22.00)	100%	1% (Min \$35.00)	59%	13.00
44	Swimming Pool Permit (Residential Fee)		Plus Plan Check and MEP Sup. Fees	Variable	Valuation per Table A	100%	Valuation per Table A	0%	\$0.00
45	Swimming Pool Permit (Commercial Fee)		Plus Plan Check and MEP Sup. Fees	Variable	Valuation per Table A	100%	Valuation per Table A	0%	\$0.00
46	Sign Permit (New Installation)		Minumum fee - \$130 plus Plan Check Fee based upon 100% of the Building Permit Fee or Over the Counter Fee + Electrical Permit Fee if Required	Variable	Valuation per Table A	100%	Valuation per Table A	0%	\$0.00
47	Sign Replacement (Channel Signage)		Plus Over the Counter Plan Check Fee	Variable	Valuation per Table A	100%	Valuation per Table A	0%	\$0.00
48	Sign Replacement (Channel Signage)		Plus Over the Counter Plan Check Fee	Variable	Valuation per Table A	100%	Valuation per Table A	0%	\$0.00
49	Sign Replacement (Monument Signage)		Plus Over the Counter Plan Check Fee	Variable	Valuation per Table A	100%	Valuation per Table A	0%	\$0.00
50	Sign Replacement (Projecting Signage)		Plus Over the Counter Plan Check Fee	Variable	Valuation per Table A	100%	Valuation per Table A	0%	\$0.00

Building Division

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery	Suggested Fee	Percent Change	(\$)
51	Sign Replacement (Transom Signage)		Plus Over the Counter Plan Check Fee	Variable	Valuation per Table A	100%	Valuation per Table A	0%	\$0.00
52	Sign Replacement (Freestanding Signage)		Plus Over the Counter Plan Check Fee	Variable	Valuation per Table A	100%	Valuation per Table A	0%	\$0.00
53	Demolition (Residential)	Flat Fee		\$311.96	\$212.00	74%	\$230.00	8%	\$18.00
54	Demolition (Commercial)	Flat Fee		\$311.96	\$212.00	74%	\$230.00	8%	\$18.00
55	Moved Building Permit / Manufactured Home		Plus Plan Check Fee (Basis of Foundation and Utilities)	Variable	Valuation per Table A	100%	Valuation per Table A	0%	\$0.00
56	Solar Building Permit-Solar Panels & Pool Heaters	Private Solar - 7kV or less (includes OTC Plan Check Fee)	AB1414 - capped at \$450	\$539.79	New	46%	\$250.00	NA	\$0.00
57	Solar Building Permit-Solar Panels & Pool Heaters	Private Solar - greater than 7kV but less than 10kV (includes OTC Plan Check Fee)	AB1414 - capped at \$450	\$539.79	New	65%	\$350.00	NA	\$0.00
58	Solar Building Permit-Solar Panels & Pool Heaters	Private Solar - greater than 10kV (includes OTC Plan Check Fee)	AB1414 - capped at \$450	\$623.17	New	72%	\$450.00	NA	\$0.00
59	Commercial Photovoltaic Permit		Plus Plan Check Fee (Basis of Foundation and Utilities)	Variable	Valuation per Table A	100%	Valuation per Table A	0%	\$0.00
Plan Review Fees:									
60	Building Plan Review Fee			Variable	100% of Building Permit Fee	100%	100% of Building Permit Fee	0%	\$0.00
61	Expedited Plan Review			Variable	Plan Check Fee + Consultants Expediting Charge	100%	Plan Check Fee + Consultants Expediting Charge	0%	\$0.00
62	Foundation Only			Variable	Plan Check Fee + Consultants Expediting Charge	100%	Plan Check Fee + Consultants Expediting Charge	0%	\$0.00
63	Review In Excess of (2)		Or Consultants Additional Charge, whichever is greater	\$163.42	\$143.00	95%	\$155.00	8%	\$12.00
64	Fire and Termite Repair w/ Scope of Work			Variable	100% of Building Permit Fee	100%	100% of Building Permit Fee	0%	\$0.00
65	Energy Plan Review Fee (Commercial - New Construction)			\$114.29	\$70.00	66%	\$76.00	9%	\$6.00
66	Energy Plan Review Fee (Residential - New Construction)			\$114.29	\$70.00	66%	\$76.00	9%	\$6.00
67	Energy Plan Review Fee (Residential - Development Model)			\$281.06	\$140.00	81%	\$229.00	64%	\$89.00
68	Plumbing Plan Review Fee		w/o Building Permit Issuance	Variable	100% of Plumbing Permit	100%	100% of Plumbing Permit	0%	\$0.00
69	Electrical Plan Review Fee		w/o Building Permit Issuance	Variable	100% of Electrical Permit	100%	100% of Electrical Permit	0%	\$0.00
70	Mechanical Plan Review Fee		w/o Building Permit Issuance	Variable	100% of Mechanical Permit	100%	100% of Mechanical Permit	0%	\$0.00
71	Swimming Pool Plan Review Fee (Custom)		See Table A	Variable	100% of Swimming Pool Permit	100%	100% of Swimming Pool Permit	0%	\$0.00

Building Division

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery	Suggested Fee	Percent Change	(\$)
72	Swimming Pool Plan Review Fee (Standardized Plans and Calculations)	Flat Fee		\$389.04	\$343.00	96%	\$373.00	9%	\$30.00
73	Over Counter Plan Review Fee	Flat Fee		\$105.18	\$90.00	93%	\$98.00	9%	\$8.00
74	Production Housing - Plan Review Fee	Flat Fee per plot submitted.		\$184.59	\$157.00	93%	\$171.00	9%	\$14.00
Residential Rental Property Inspection Fee Schedule:									
75	Initial Annual Inspection Fee and Registration Fee		Charged to all when property enters the program and every third year thereafter.	\$252.85	\$94.00	41%	\$103.00	10%	\$9.00
76	Annual Program Fee		Charged for self-certified properties	\$69.54	\$53.00	91%	\$63.00	19%	\$10.00
77	Annual Program Fee Completed Electronically (On Line)		Charged for self-certified properties	\$69.54	\$50.00	91%	\$63.00	26%	\$13.00
An initial verification inspection is conducted at the first time a property is placed into inventory. A renewal inspection is conducted each year thereafter or on the fourth year for properties that are self inspected by the owner.									
Additional Inspection Fees:									
78	Building	Hourly Rate		\$273.33	\$143.00	57%	\$155.00	8%	\$12.00
79	Plumbing, Electrical, Mechanical, etc.	Hourly Rate		\$273.33	\$143.00	57%	\$155.00	8%	\$12.00
80	Requested Special Inspection	Hourly Rate	1 hour minimum @ hourly rate.	\$273.33	\$143.00	57%	\$155.00	8%	\$12.00
81	Code Compliance Permit (Residence)	Flat Fee		\$467.94	\$273.00	63%	\$297.00	9%	\$24.00
82	Code Compliance Permit (Commercial)	Flat Fee		\$676.40	\$374.00	60%	\$407.00	9%	\$33.00
83	Code Compliance Permit (Work without a permit)	First 2 hours		\$593.02	New	100%	\$593.00	NA	\$0.00
84	Code Compliance Permit (Work without a permit)	Hourly Rate - additional hours		\$342.87	New	100%	\$342.00	NA	\$0.00
85	Stop work fee			\$ 296.51	New	42%	\$125.00	NA	\$0.00
86	Code Compliance Permit (Reinstate Expired Permit - Final Inspection Only)		Final Inspection Only w/ no corrections	\$186.89	\$101.00	59%	\$110.00	9%	\$9.00
87	Code Compliance Permit (Reinstate Expired Permit - Second Inspection due to corrections)		Second Inspection as a result of corrections	\$311.96	\$101.00	35%	\$110.00	9%	\$9.00
88	Code Compliance Permit (Reinstate Expired Permit - Inspections beyond final remaining)			Variable	50% of the original building and MEP permit fee	100%	50% of the original building and MEP permit fee	0%	\$0.00
89	30 day Temporary Certificate of Occupancy	Application intake, process, track and inspect		\$ 415.81	New	95%	\$395.00	NA	\$0.00
90	Garage Conversion		Investigation and Permitting of Existing Garage Conversion as per Municipal Zoning ORD. 18.50.130	\$718.09	\$394.00	60%	\$428.00	9%	\$34.00
Administrative Fees:									
91	Fire Protection Collection Fee	Per Permit Issued		\$61.81	\$61.00	99%	\$61.00	0%	\$0.00
92	Fire District Facilities Admin Fee (Single Family)	Per Unit	Pass through from CCC Fire	\$19.00	\$12.00	100%	\$19.00	58%	\$7.00
93	Fire District Facilities Admin Fee (Multi-Family)	Per Unit	Pass through from CCC Fire	\$9.00	\$6.00	100%	\$9.00	50%	\$3.00
94	Fire District Facilities Admin Fee (Office)	Per 1000 SF.	Pass through from CCC Fire	\$13.00	\$7.00	100%	\$13.00	86%	\$6.00
95	Fire District Facilities Admin Fee (Commercial)	Per 1000 SF.	Pass through from CCC Fire	\$11.00	\$6.00	100%	\$11.00	83%	\$5.00
96	Fire District Facilities Admin Fee (Industrial)	Per 1000 SF.	Pass through from CCC Fire	\$8.00	\$4.00	100%	\$8.00	100%	\$4.00

Building Division

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery	Suggested Fee	Percent Change	(\$)
Other Fees:									
97	Water Meter – Purchase			Variable	By meter size per Table IV	100%	By meter size per Table IV	0%	\$0.00
98	Construction Water – pre-metered internal use	Per 400 cubic feet (3000 gallons)			Current City rate	NA	Current City rate	0%	\$0.00
99	Copies			Variable	Variable	100%	Variable	0%	\$0.00
100	Document Imaging Fee (Subdivisions = BP Models Only)			Variable	3%	100%	3%	0%	0%
101	Document Imaging Fee (Building Permit Fee)			Variable	3%	100%	3%	0%	0%
102	Accessibility Fee (Non-Res Building Permit Fee)			Variable	1%	100%	1%	0%	0%
103	NPDES Management Fee (Building Permit Fee)		Building Permit Fee > 500 sq.ft. New Construction Res. and Com.	Variable	2%	100%	2%	0%	0%
104	Release of Tax Lien	Flat Fee		\$61.81	\$61.00	99%	\$61.00	0%	\$0.00
105	Postage / Handling – Permits			Variable	At Cost	100%	At Cost	0%	\$0.00
106	Inspection outside of normal business hours	Per hour	minimum 1 hour charge, per municipal code	\$342.87	\$148.00	47%	\$161.00	9%	\$13.00
107	Re-inspection Fee			\$186.89	\$97.00	56%	\$105.00	8%	\$8.00
108	Inspections for which no fee is specifically indicated			\$311.96	\$69.00	24%	\$75.00	9%	\$6.00
109	Technology fee of permit and R.I.P enrollment fees			9%	New	35%	3%	NA	\$0.00
Building Standards Administration Fee (Mandated by State of California)									
110	Permit Valuation - \$1 - \$25,000			NA	\$1.00	NA	\$1.00	0%	\$0.00
111	Permit Valuation - \$25,001 - \$50,000			NA	\$2.00	NA	\$2.00	0%	\$0.00
112	Permit Valuation - \$50,001 - \$75,000			NA	\$3.00	NA	\$3.00	0%	\$0.00
113	Permit Valuation - \$75,001 - \$100,000			NA	\$4.00	NA	\$4.00	0%	\$0.00
114	Every \$25,000 or fraction thereof above \$100,000			NA	\$1.00	NA	\$1.00	0%	\$0.00
Strong Motion Instrumental and Seismic Hazard Mapping (Mandated by State of California)									
115	Category 1 (Residential 1 - 3 stories Building Permits over \$5,000)	per \$100,000		NA	\$10.00	NA	\$10.00	0%	\$0.00
116	Category 2 (Commercial and Residential over 3 stories Building Permits over \$2,381)	per \$100,000		NA	\$21.00	NA	\$21.00	0%	\$0.00
117	Category 1 Permits under \$5,000 and Category 2 Permits under \$2,381	Flat Fee		NA	\$0.50	NA	\$0.50	0%	\$0.00

**Building Division Table I
Plumbing Permit Fees - C.P.C.**

	Unit	Notes	Fee
Permit Issuance			
1 Filing Fee			\$130.00
2 Filing Fee (Supplementary)		If part of building permit	\$43.00
Plan Review			
1 Plan review fees for plumbing work shall be equal to 100% of Plumbing Permit		% of Plumbing Permit	100%
2 Additional plan review required by changes, additions or revisions to approved plans shall be assessed hourly	Hourly Fee	Minimum 1 hour charge	\$155.00
3 When plan check goes beyond a second review the applicant may be charged for subsequent reviews on an hourly basis or per the consultant's fee.			
System Fee Schedule			
1 Residential construction (SFR and MFR > 500 sq. ft.)	Per Sq. Ft.		\$0.06
2 Commercial construction - Complete Building	Per Sq. Ft.		\$0.08
3 Commercial construction - Shell only	Per Sq. Ft.		\$0.02
4 Commercial construction - Vanilla Shell only	Per Sq. Ft.		\$0.04
5 Commercial construction - Tenant Improvement	Per Sq. Ft.		\$0.04
6 Commercial construction - Tenant Improvement (Restaurant)		% of Building Permit Fee	14%
7 Alterations or Additions residential and commercial		% of Building Permit Fee	14%
8 Trade Specific (Plumbing Only)			See Valuation per Table A
Other Inspection And Fees			
1 Inspection outside of normal business hours	Per hour	Minimum 1 hour charge	\$161.00
2 Re-inspection Fee			\$105.00
3 Inspections for which no fee is specifically indicated			\$75.00

**Building Division Table II
Electrical Permit Fees - C.E.C.**

	Unit	Notes	Fee
Permit Issuance			
1 Filing Fee			\$130.00
2 Filing Fee (Supplementary)		If part of building permit	\$43.00
Plan Review			
1 Plan review fees for electrical work shall be equal to 100% of Electrical Permit		% of Electrical Permit	100%
2 Additional plan review required by changes, additions or revisions to approved plans shall be assessed hourly	Hourly Fee	Minimum 1 hour charge	\$155.00
3 When plan check goes beyond a second review the applicant may be charged for subsequent reviews on an hourly basis or per the consultant's fee.			
System Fee Schedule			
1 Residential construction (SFR and MFR > 500 sq. ft.)	Per Sq. Ft.		\$0.06
2 Commercial construction - Complete Building	Per Sq. Ft.		\$0.08
3 Commercial construction - Shell only	Per Sq. Ft.		\$0.02
4 Commercial construction - Vanilla Shell only	Per Sq. Ft.		\$0.04
5 Commercial construction - Tenant Improvement	Per Sq. Ft.		\$0.04
6 Commercial construction - Tenant Improvement (Restaurant)		% of Building Permit Fee	16%
7 Alterations or Additions residential and commercial		% of Building Permit Fee	16%
8 Trade Specific (Electrical Only)			See Valuation per Table A

Other Inspection And Fees

1	Inspection outside of normal business hours	Per hour	Minimum 1 hour charge	\$161.00
2	Re-Inspection Fee			\$105.00
3	Inspections for which no fee is specifically indicated			\$75.00

**Building Division Table III
Mechanical Permit Fees - C.M.C.**

		Unit	Notes	Fee
Permit Issuance				
1	Filing Fee			\$130.00
2	Filing Fee (Supplementary)		If part of building permit	\$43.00
Plan Review				
1	Plan review fees for electrical work shall be equal to 100% of Mechanical Permit		% of Mechanical Permit	100%
2	Additional plan review required by changes, additions or revisions to approved plans shall be assessed hourly	Hourly Fee	Minimum 1 hour charge	\$155.00
3	When plan check goes beyond a second review the applicant may be charged for subsequent reviews on an hourly basis or per the consultant's fee.			
System Fee Schedule				
1	Residential construction (SFR and MFR > 500 sq. ft.)	Per Sq. Ft.		\$0.06
2	Commercial construction - Complete Building	Per Sq. Ft.		\$0.08
3	Commercial construction - Shell only	Per Sq. Ft.		\$0.02
4	Commercial construction - Vanilla Shell only	Per Sq. Ft.		\$0.04
5	Commercial construction - Tenant Improvement	Per Sq. Ft.		\$0.04
6	Commercial construction - Tenant Improvement (Restaurant)		% of Building Permit Fee	12%
7	Alterations or Additions residential and commercial		% of Building Permit Fee	12%
8	Trade Specific (Mechanical Only)			See Valuation per Table A

Other Inspection And Fees

1	Inspection outside of normal business hours	Per hour	Minimum 1 hour charge	\$161.00
2	Re-Inspection Fee			\$105.00
3	Inspections for which no fee is specifically indicated			\$75.00

Building Division Table IV Fees Collected For Other Agencies & Departments

1. Water Meter Purchase (City of Pittsburg Public Works)

<u>AMR Meters</u>		<u>Non-AMR Meters</u>	
5/8" x 3/4"	\$ 241.47	5/8" x 3/4"	\$ 91.74
1-inch	\$ 304.22	1-inch	\$ 158.59
1 1/2-inch	\$ 513.13	1 1/2-inch	\$ 375.40
2-inch	\$ 667.66	2-inch	\$ 532.38
1 1/2-inch turbine	\$ 955.08		
2-inch turbine	\$ 1,266.81	<u>Meters not listed</u>	Actual Cost + 8%
3-inch turbine	\$ 1,681.43		
4-inch turbine	\$ 2,305.90		

Effective October 16, 2013 (Resolution 13-12016). Fees shall increase each July 1st based on the April Twelve month average percentage increase in San Francisco-Oakland-San Jose All Urban Workers Consumer Price Index.

2. Fire Protection Facilities Fee (Contra Costa County Fire Protection District)

Residential

Single-Family	\$588.00 per dwelling unit
Multi-Family	\$398.00 per dwelling unit

Effective November 1, 2019 (Contra Costa County Ordinance No. 2019-21)

Nonresidential

Office	\$0.65 per square feet
Commercial	\$0.57 per square feet
Industrial	\$0.38 per square feet

3. Fire Protection Facilities Deferred (Contra Costa County Fire Protection District)

Residential

Single-Family	\$344.00 per dwelling unit
Multi-Family	\$44.00 per dwelling unit

Effective June 18, 2007 (Resolution No. 07-10816)

Nonresidential

Office	\$0.22 per square feet
Commercial	\$0.17 per square feet
Industrial	\$0.07 per square feet

4. Fire District Administration Fee (Contra Costa County Fire Protection District)*

Residential

Single-Family	\$19.00 per dwelling unit
Multi-Family	\$9.00 per dwelling unit

Effective November 1, 2019 (Contra Costa County Ordinance No. 2019-21)

Nonresidential

Office	\$13.00 per 1,000 square feet
Commercial	\$11.00 per 1,000 square feet
Industrial	\$8.00 per 1,000 square feet

5. Fire District Administration Fee (City of Pittsburg)

Residential

Single-Family	\$61.00
Multi-Family	\$61.00

Nonresidential

\$61.00

6. Building Standards Administration Fee (Mandated by State of California)

Permit Valuation

\$1 - \$25,000	\$1.00
\$25,001 - \$50,000	\$2.00
\$50,001 - \$75,000	\$3.00
\$75,001 - \$100,000	\$4.00
Every \$25,000 or fraction thereof above \$100,000	Add \$1.00

6. Strong Motion Instrumentation and Seismic Hazard Mapping (Mandated by State of California)

Category 1 (Residential 1 – 3 stories Building Permits over \$5,000)	\$10.00 per \$100,000
Category 2 (Commercial and Residential over 3 stories Building Permits over \$2,381)	\$21.00 per \$100,000
Category 1 Permits under \$5,000 and Category 2 Permits under \$2,381)	\$.50 Flat Fee

BUILDING DIVISION TABLE A & TABLE B: Permit Fees Chart

PERSONNEL - FULL COST HOURLY RATES

Minimum Permit Fee: \$130

0	-	4,000	=	130.00
4,001	-	5,000	=	133.46
5,001	-	6,000	=	150.38
6,001	-	7,000	=	167.29
7,001	-	8,000	=	184.21
8,001	-	9,000	=	201.13
9,001	-	10,000	=	218.05
10,001	-	11,000	=	234.97
11,001	-	12,000	=	251.88
12,001	-	13,000	=	268.80
13,001	-	14,000	=	285.71
14,001	-	15,000	=	301.64
15,001	-	16,000	=	319.55
16,001	-	17,000	=	336.46
17,001	-	18,000	=	353.39
18,001	-	19,000	=	370.32
19,001	-	20,000	=	388.06
20,001	-	21,000	=	404.14
21,001	-	22,000	=	421.05
22,001	-	23,000	=	437.97
23,001	-	24,000	=	454.88
24,001	-	25,000	=	471.80
25,001	-	26,000	=	481.37
26,001	-	27,000	=	490.94
27,001	-	28,000	=	500.50
28,001	-	29,000	=	510.07
29,001	-	30,000	=	519.64
30,001	-	31,000	=	529.21

31,001	-	32,000	=	538.78
32,001	-	33,000	=	548.34
33,001	-	34,000	=	557.91
34,001	-	35,000	=	567.48
35,001	-	36,000	=	577.04
36,001	-	37,000	=	586.61
37,001	-	38,000	=	596.18
38,001	-	39,000	=	605.74
39,001	-	40,000	=	615.31
40,001	-	41,000	=	625.26
41,001	-	42,000	=	634.45
42,001	-	43,000	=	644.02
43,001	-	44,000	=	653.59
44,001	-	45,000	=	663.15
45,001	-	46,000	=	672.72
46,001	-	47,000	=	682.29
47,001	-	48,000	=	691.86
48,001	-	49,000	=	701.85
49,001	-	50,000	=	710.98
50,001	-	51,000	=	724.82
51,001	-	52,000	=	730.12
52,001	-	53,000	=	739.69
53,001	-	54,000	=	749.25
54,001	-	55,000	=	758.83
55,001	-	56,000	=	768.39
56,001	-	57,000	=	777.96
57,001	-	58,000	=	787.53
58,001	-	59,000	=	797.10
59,001	-	60,000	=	806.67
60,001	-	61,000	=	816.22
61,001	-	62,000	=	825.79
62,001	-	63,000	=	835.36
63,001	-	64,000	=	844.05
64,001	-	65,000	=	853.88
65,001	-	66,000	=	864.07
66,001	-	67,000	=	873.63
67,001	-	68,000	=	883.20
68,001	-	69,000	=	892.77
69,001	-	70,000	=	902.34
70,001	-	71,000	=	911.91
71,001	-	72,000	=	921.47
72,001	-	73,000	=	931.04
73,001	-	74,000	=	940.71
74,001	-	75,000	=	950.17
75,001	-	76,000	=	959.74

76,001	-	77,000	=	969.31
77,001	-	78,000	=	978.87
78,001	-	79,000	=	988.44
79,001	-	80,000	=	998.01
80,001	-	81,000	=	1,007.58
81,001	-	82,000	=	1,017.15
82,001	-	83,000	=	1,026.71
83,001	-	84,000	=	1,036.28
84,001	-	85,000	=	1,045.85
85,001	-	86,000	=	1,055.52
86,001	-	87,000	=	1,064.98
87,001	-	88,000	=	1,074.55
88,001	-	89,000	=	1,084.11
89,001	-	90,000	=	1,093.68
90,001	-	91,000	=	1,103.25
91,001	-	92,000	=	1,112.82
92,001	-	93,000	=	1,122.39
93,001	-	94,000	=	1,131.96
94,001	-	95,000	=	1,141.52
95,001	-	96,000	=	1,151.09
96,001	-	97,000	=	1,160.66
97,001	-	98,000	=	1,170.23
98,001	-	99,000	=	1,179.80
99,001	-	100,000	=	1,189.35

\$100,001 - \$500,000 = \$1189.35 for the first \$100,000 plus \$6.47 for each additional \$1,000 or fraction thereof

\$500,001 - \$1,000,000 = \$3777.95 for the first \$500,000 plus \$5.59 for each additional \$1,000 or fraction thereof

\$1,000,001 and up = \$6573.42 for the first \$1,000,000 plus \$3.68 for each additional \$1,000 or fraction thereof

Table B: Single Family Dwellings

\$100,001 - \$500,000 = \$1044.44 for the first \$100,000 plus \$5.68 for each additional \$1,000 or fraction thereof. Valuations calculated to below \$100,000 to be prorated as a percentage.

Planning

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery Level (%)	Suggested Fee	Percent Change	(\$) Change
1	Accessory Dwelling Unit	Flat Fee		\$ 881.03	\$175.00	28%	\$250.00	43%	\$75
2	Annexation Review		Actual costs include staff time and materials for outside expenses. Surplus funds collected will be returned to applicant. Additional deposits may be required.	Variable	Actual Cost with \$1,000 deposit	100%	Actual Cost with \$1,000 deposit	0%	\$0
3	Appeal	Flat Fee		\$ 4,763.00	\$1,600.00	100%	Half of original application fee up to \$1,600	0%	\$0
4	Certificate of Compatibility (mobile/manufactured houses)	Flat Fee		\$ 487.32	\$234.00	66%	\$320.00	37%	\$86
5	Commercial/Retail Permit	Flat Fee		\$ 178.10	\$24.00	13%	\$24.00	0%	\$0
6	Design Review (administrative, awnings, color change)	Flat Fee		\$ 1,663.86	\$425.00	27%	\$450.00	6%	\$25
7	Design Review (all other administrative)	Flat Fee		\$ 2,147.15	\$900.00	56%	\$1,200.00	33%	\$300
8	Design Review - SFR Subdivision 5-50 Lots	Flat Fee		\$ 15,335.99	\$2,800.00	20%	\$3,100.00	11%	\$300
9	Design Review - SFR Subdivision >50 lots	per unit		\$ 25,392.90	\$3,300.00	100%	\$3,500 plus \$50/unit	6%	\$250
10	Design Review - MFR Base Fee 1-50 units	Flat Fee		\$ 15,540.72	\$4,700.00	32%	\$5,000.00	6%	\$300
11	Design Review - MFR 50+	Flat Fee		\$ 26,149.98	\$5,000 plus \$30/unit	100%	\$5,300 plus \$30/unit	6%	\$300
12	Design Review - New Wireless Telecomm Facility & Comm Bldg Remodel <5k s.f.	Flat Fee		\$ 3,499.82	\$1,600.00	66%	\$2,300.00	44%	\$700
13	Design Review - Commercial Structure	Flat Fee		\$ 25,177.41	\$6,200.00	26%	\$6,500.00	5%	\$300
14	Development Agreements	Actual Costs		Variable	Actual Cost	100%	Actual Cost	0%	\$0
15	Environmental - Consultant Study (Pass Through)		Direct consultant plus City costs	Variable	Actual Cost + 30% for staff cost	100%	Pass Thru + 30% for Staff Cost	0%	\$0
16	Environmental – EIR (Pass Thru)		Direct consultant plus City costs	Variable	Actual Cost + 30% for staff cost	100%	Pass Thru + 30% for Staff Cost	0%	\$0
17	Environmental –Initial Study or Environmental Assessment			Variable	Actual Cost with \$7,600 deposit	100%	Actual Cost with a \$7,600 Deposit	0%	\$0

Planning

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery Level (%)	Suggested Fee	Percent Change	(\$)
18	Environmental - Negative Declaration	Flat Fee	plus \$100 for postage and/or publishing as CEQA	\$ 1,186.52	\$825.00	76%	\$900.00	9%	\$75
19	Environmental - Notice of Determination (Pass Thru)		Direct consultant plus City costs	Variable	Actual Cost + 30% for staff cost	100%	Pass Thru + 30% for Staff Cost	0%	\$0
20	Environmental - F&G w/ND/no impacts (Pass Thru)		Direct consultant plus City costs	Variable	Actual Cost + 30% for staff cost	100%	Pass Thru + 30% for Staff Cost	0%	\$0
21	Environmental - F&G w/ND +impacts (Pass Thru)		Direct consultant plus City costs	Variable	Actual Cost + 30% for staff cost	100%	Pass Thru + 30% for Staff Cost	0%	\$0
22	Extension of Approval			Variable	Half Current Fee up to \$1,000	100%	Half of original application fee up to \$1,000	0%	\$0
23	Fence Height Exception/Tree Removal Permit			\$ 2,289.04	\$700.00	31%	\$700.00	0%	\$0
24	General Plan Amendment			Variable	Actual Cost with \$9,200 deposit	100%	Actual Cost with \$5,000 deposit	-46%	-\$4,200
25	Habitat Conservation Plan Administration		East County wide program 2007	NA	\$1,000 (Zone I, III), \$2,000 (Zone II)	NA	\$1,000 (Zone I, III), \$2,000 (Zone II)	0%	\$0
26	Home Occupation Permit			\$ 126.29	\$44.00	40%	\$50.00	14%	\$6
27	Minor Modifications - Existing wireless telecom facilities			\$ 912.35	\$625.00	99%	\$900.00	44%	\$275
28	Outdoor Dining Permit			\$ 546.61	\$325.00	59%	\$325.00	0%	\$0
29	Preliminary Plan Review			\$ 3,452.84	\$1,600.00	55%	\$1,900.00	19%	\$300
30	Rezoning Request		Actual costs include staff time and materials for outside expenses. Surplus funds collected will be returned to applicant. Additional deposits may be required.	Variable	Actual Cost with \$15,000 deposit	100%	Actual Cost with \$7,000 Deposit	-53%	-\$8,000
31	Sign Review - Freestanding (Admin)			\$ 1,811.06	\$900.00	66%	\$1,200.00	33%	\$300
32	Sign Review - Wall Sign (Admin)			\$ 186.03	\$80.00	100%	\$60 per sign	-25%	-\$20
33	Sign Review - Sign Program			\$ 3,566.36	\$2,200.00	67%	\$2,400.00	9%	\$200
34	Sign Review - Sign Exception			\$ 3,801.30	\$2,750.00	72%	\$2,750.00	0%	\$0
35	Sign Review - Temporary Signs			\$ 365.28	\$120.00	22%	\$80.00	-33%	-\$40

Planning

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery Level (%)	Suggested Fee	Percent Change	(\$) Change
36	Sign Review - Billboard	Actual Costs	Minimum \$1,000 initial deposit required	Actual Cost	Actual Cost	100%	Actual Cost	0%	\$0
37	Subdivision Minor		Actual costs include staff time and materials for outside expenses. Surplus funds collected will be returned to applicant. Additional deposits may be required.	Variable	Actual Cost with \$4,000 deposit	100%	Actual Cost with \$4,000 Deposit	0%	\$0
38	Special Projects			Variable	Actual Cost with \$5,000 deposit	100%	Actual Cost with \$5,000 Deposit	0%	\$0
39	Subdivision Major		Actual costs include staff time and materials for outside expenses. Surplus funds collected will be returned to applicant. Additional deposits may be required.	Variable	Actual Cost with \$13,000 deposit	100%	Actual Cost with \$7,000 Deposit	-46%	-\$6,000
40	Temp Activity Permit			\$ 1,031.84	\$200.00	21%	\$220.00	10%	\$20
41	Use Permit - Existing Bldg & Non-sensitive			\$ 15,140.31	\$1,200.00	9%	\$1,400.00	17%	\$200
42	Use Permit - New Const and/or Sensitive			\$ 23,328.85	\$3,200.00	14%	\$3,200.00	0%	\$0
43	Variance Review – Standard			\$ 3,603.39	\$1,000.00	39%	\$1,400.00	40%	\$400
44	Zoning Administrator Approval (large day care home, small recycling facility, home occupation permit, telecommunications collocation)			\$ 3,730.04	\$900.00	24%	\$900.00	0%	\$0
45	Zoning Code Amendment		Actual costs include staff time and materials for outside expenses.	Variable	Actual Cost with \$5,000 deposit	100%	Actual Cost with \$7,000 Deposit	40%	\$2,000
46	Zoning Compliance Letter			\$ 787.14	\$200.00	28%	\$220.00	10%	\$20
Planning Document Charges:									
47	Copy Fee - Black/White	Per Page	Actual cost if printed outside / In-house printing charged at \$0.10 per page plus postage if necessary	Variable	\$0.25/Page or Actual Cost	100%	\$0.10/Page or Actual Cost	-60%	\$0

Planning

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery Level (%)	Suggested Fee	Percent Change	(\$) Change
48	Copy Fee - Color Print	Per Page	Actual cost if printed outside / In-house printing charged at \$0.10 per page plus postage if necessary	Variable	\$0.25/Page or Actual Cost	100%	\$0.10/Page or Actual Cost	-60%	\$0
49	General Plan Update		% of Building Permit Fee	7.04%	9.58%	71%	5%	-60%	\$0
50	Penalty of Returned Checks		per Civil Code 1719, \$35 per subsequent check	NA	\$25.00	NA	\$25.00	0%	\$0

Engineering

(Fund 110 - General Fund; Fund 207 - NPDES)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery Level (%)	Suggested Fee	Percent Change	(\$)	Change
1	Copies	Per Page (B/W)	Plus postage if necessary	Variable	\$0.25	100%	\$0.10	-60%		-\$0.15
2	Copies	Per Page (Colored)	Plus postage if necessary	Variable	\$0.25	100%	\$0.10	-60%		-\$0.15
3	Documents (36" wide paper)	Per Document		\$74.25	\$3.75	5%	\$3.75	0%		\$0.00
4	Document (18" wide paper)	Per Document		\$73.00	\$2.50	3%	\$2.50	0%		\$0.00
5	Construction Bid Packages	Actual Cost		Variable	Actual Cost	100%	Actual Cost	0%		\$0.00
6	Parcel Map Waiver	Flat Fee		\$2,276.35	\$2,116.00	100%	\$2,276.00	8%		\$160.00
7	Minor Subdivision Map Check	Flat Fee		\$1,752.11	\$1,711.00	100%	\$1,752.00	2%		\$41.00
8	Major Subdivision Map processing fee - Base Fee	Flat Fee	See G below	\$10,830.80	\$2,300.00	NA	See Chart Below	NA		NA
9	Subdivision Improvement Plan Check	Engineer's Estimate	See A below	Variable	3.5%	100%	4.5%	29%		1.0%
10	Subdivision Improvement Inspection (\$0-\$500k)	Engineer's Estimate	See B below	Variable	6.5%	100%	7.5%	15%		1.0%
11	Subdivision Improvement Inspection (\$500,001 - \$5M)	Engineer's Estimate	See B below	Variable	4.0%	100%	5.0%	25%		1.0%
12	Subdivision Improvement Inspection (> \$5 million)	Engineer's Estimate	See B below	Variable	3.6%	100%	4.6%	28%		1.0%
13	Encroachment Permit Plan Review	Engineer's Estimate		\$328.72	2% (minimum \$260)	100%	3.5% (minimum \$328)	26%		1.5% (min \$68)
14	Encroachment Permit Inspection	Engineer's Estimate		\$344.06	3% (minimum \$237)	100%	4.5% (minimum \$344)	45%		1.5% (min \$107)
15	Grading Plan Review	Engineer's Estimate	See C below	Variable	2.5% (min \$328)	100%	2.5% (min \$328)	0%		\$0.00
16	Grading Inspection	Engineer's Estimate	See C below	Variable	3% (min \$344)	100%	3% (min \$344)	0%		\$0.00
17	Development Agreement Preparation	Actual Cost	See D below	Variable	Actual Cost	100%	Actual Cost	0%		\$0.00
18	Address Change/New Add.	Flat Fee		\$516.44	\$435.00	100%	\$516.00	19%		\$81.00
19	Street Name Change	Flat Fee		\$628.69	\$533.00	100%	\$628.00	18%		\$95.00
20	Flood Zone Verification	Flat Fee		\$404.13	\$333.00	100%	\$404.00	21%		\$71.00
21	Transportation Permit (2 day permit)	Flat Fee	See E below	NA	\$16.00	NA	\$16.00	0%		\$0.00
22	Transportation Permit (Annual)	Flat Fee	See E below	NA	\$90.00	NA	\$90.00	0%		\$0.00
23	Plan Check - Single Parcel (SF)	Flat Fee		\$2,403.22	\$2,047.00	100%	\$2,403.00	17%		\$356.00
24	Inspection - Single Parcel (SF)	Flat Fee		\$4,240.90	\$3,635.00	100%	\$4,240.00	17%		\$605.00
25	Plan Check - Single Parcel (MF)	Engineer's Estimate	See A below	Variable	3.5%	100%	4.5%	29%		1.0%
26	Inspection - Single Parcel (MF)	Engineer's Estimate		Variable	5.0%	100%	6.0%	20%		1.0%
27	Plan Check - Single Parcel (Acreage)	Engineer's Estimate	See A below	Variable	6.0%	100%	7.0%	17%		1.0%
28	Inspection - Single Parcel (Acreage)	Engineer's Estimate		Variable	5.75%	100%	6.75%	17%		1.0%
29	Sewer Inspection Deposit	Contract Cost	Inspection deposit is applicable to all publicly maintained sanitary sewer mains only. Deposit is non-refundable if inspection is not conducted prior to City acceptance of public improvements.	Variable	\$1,000 FLAT FEE <1,000 LINEAR FOOT, \$1.10/LINEAR FOOT>300FT	100%	\$1,000 FLAT FEE <1,000 LINEAR FOOT, \$1.50/LINEAR FOOT>300FT	0%		\$0.40

Engineering

(Fund 110 - General Fund; Fund 207 - NPDES)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery Level (%)	Suggested Fee	Percent Change	(\$)	Change
30	Storm Drain Inspection Deposit	Contract Cost	Inspection deposit is applicable to both sections of privately maintained storm drain mains draining to publicly maintained conveyance system, and to publicly maintained segments of storm drain system. Deposit is non-refundable if inspection is not conducted prior to City acceptance of public improvements.	Variable	\$1,000 FLAT FEE <1,000 LINEAR FOOT, \$1.10/LINEAR FOOT>300FT	100%	\$1,000 FLAT FEE <1,000 LINEAR FOOT, \$1.50/LINEAR FOOT>300FT	0%		\$0.40
31	Geographical Information System (Residential - Base)	Per Unit		NA	\$100.00	NA	\$110.00	10%		\$10.00
32	Geographical Information System (Commercial)	Per Unit Base+Sq.Ft		Variable	\$0.05	100%	\$0.06	20%		\$0.01
NPDES Plan Review (SWPPP and/or C.3 Storm water Control Plan)										
33	10,000 sf to 1 acre or Risk Factor 1	Flat Fee		\$3,617.87	\$3,000.00	100%	\$3,617.00	21%		\$617.00
34	>1 acre or Risk Factor 2 and 3	Flat Fee Plus Per Unit		\$3617.87 plus \$132.66/ac up to 5 ac and \$30.15/ac over 5 acres	\$3,111 plus \$136/acre up to 5 acre and \$31/ac over 5 acres	100%	\$3617.87 plus \$132.66/acre up to 5 acres and \$30.15/ac over 5 acres	16%		\$506.87 less \$3.34/acre up to 5 acres and less \$0.95/acre over 5 acres
35	NPDES Inspection Risk Factor 1	Actual Cost	See F below, \$15,000 deposit	Variable	Actual Cost with \$12,000 deposit	100%	Actual Cost with \$15,000 deposit	25%		\$3,000 in deposit
36	NPDES Inspection Risk Factor 2 and 3	Actual Cost	See F below, \$30,000 deposit	Variable	Actual Cost with \$24,000 deposit	100%	Actual Cost with \$30,000 deposit	25%		\$6,000 in deposit
37	Work Without Permit Investigation	Actual Staff Cost	Minimum 2 hours (\$330) per occurrence	Penalty	Minimum \$330 per occurrence	100%	Minimum \$330 per occurrence	0%		\$0.00
Engineering Document Charges										
38	Water Master Plan	Actual Cost	Actual cost if printed outside / In-house printing charged at \$0.25 per page.	Variable	Actual Cost	100%	Actual Cost	0%		\$0.00
39	Waste Water Master Plan	Actual Cost	Actual cost if printed outside / In-house printing charged at \$0.25 per page.	Variable	Actual Cost	100%	Actual Cost	0%		\$0.00
40	CIP (Capital Improvement Project)	Actual Cost	Actual cost if printed outside / In-house printing charged at \$0.25 per page.	Variable	Actual Cost	100%	Actual Cost	0%		\$0.00
41	Grading Erosion Sediment Ordinance	Actual Cost	Actual cost if printed outside / In-house printing charged at \$0.25 per page.	Variable	Actual Cost	100%	Actual Cost	0%		\$0.00
42	City's Specs and Details (Pkg. of 2)	Actual Cost	Actual cost if printed outside / In-house printing charged at \$0.25 per page.	Variable	Actual Cost	100%	Actual Cost	0%		\$0.00
43	City's Specs (Pkg. of 1)	Actual Cost	Actual cost if printed outside / In-house printing charged at \$0.25 per page.	Variable	Actual Cost	100%	Actual Cost	0%		\$0.00
44	City's Detail (Pkg. of 1)	Actual Cost	Actual cost if printed outside / In-house printing charged at \$0.25 per page.	Variable	Actual Cost	100%	Actual Cost	0%		\$0.00
45	Document Imaging Fees	Actual Cost	Flat fee	Variable	Actual Cost	100%	Actual Cost	0%		\$0.00

Engineering

(Fund 110 - General Fund; Fund 207 - NPDES)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery Level (%)	Suggested Fee	Percent Change	(\$)	Change
-------	-----------------	------	-------	-----------	-------------	-------------------------	---------------	----------------	------	--------

A) When the developer submits plans, maps, or other documents for plan review, deposits equal to one half of the total estimated Engineering Improvement and/or Grading Plan Review Fees shall be made to the Engineering Department. The Plan Check Fees are based upon the Engineer's Estimate, which shall also be provided at the time the plans are submitted. The deposit(s) shall be credited toward the final fee(s) as determined at engineering permit issuance based upon the final, approved Engineer's Estimate. The deposit shall be paid to the Engineering Department at the time of the developer's first plan submittal. - (revised 2009)

B) A new three-tiered fee structure is ADOPTED. This will eliminate the previous 8.75% flat fee.

C) For estimates based on cubic yards of material to be moved, see Engineering Fees chart for alternative calculation.

D) These costs only represent the Engineering costs. This is a multi-department activity, which will be charged by an hourly rate from all participating departments, which includes salary, benefits and overhead. A deposit may be required prior to beginning the work.

E) Transportation Permit Fee rate set by State of California in accordance with CVC 35795(b)(1).

F) The Countywide Construction General Permit for NPDES categorizes construction projects according to three risk levels according to project sediment risk and receiving water risk. Risk Level 1 are those projects issued permits by the Regional Water Quality Control Board prior to July 1, 2010. These projects are subject to minimum Best Management Practices (BMP) and visual monitoring only. Risk Level 2 projects have been determined to present a high sediment risk and low receiving water risk, or, a low sediment risk and high receiving water risk. Risk Level 3 projects have been determined to have both a high sediment risk and high receiving water risk. Risk Level 2 and 3 projects are required to implement BMPs and may be required to conduct sampling of storm water runoff to determine whether sediment and pH levels are within acceptable tolerances. If exceeded, the project site may be subject to more stringent controls and extended monitoring activities. Actual costs include staff time and time and materials for outside expenses. Surplus funds collected to be returned to applicant. Additional deposits may be required.

G) MAJOR SUBDIVISION MAP PROCESSING FEE

	<u>1ST - 3 FINAL MAP CHECKS</u>	<u>4TH Final Map Check</u>
5-50 LOTS	\$4,000	\$4,000 + \$800ea. additional map check
51-150 LOTS	\$4,500	\$4,500 + \$1,065ea. additional map check
151 OR MORE	\$5,000	\$5,000 + \$1,330ea. additional map check

Note: If an Engineering study is contracted out (i.e., Traffic Study) on behalf of a project applicant, a 25% overhead charge may be used in lieu of staff time being tracked and charged directly.

Engineering GRADING FEE CHARGES

PLAN CHECK FEE:			
0-50 cy	\$328		
50 - 1,500 cu yd	\$589	0.1800 per cu yd	in excess of 50 cu yds
1500 - 5,000 cu yd	\$1,149	0.1600 per cu yd	in excess of 1,500 cu yds
5,000 - 10,000 cu yd	\$1,849	0.1400 per cu yd	in excess of 5,000 cu yds
10,000 - 100,000 cu yd	\$6,349	0.0500 per cu yd	in excess of 10,000 cu yds
100,000 - 200,000 cu yd	\$10,349	0.0400 per cu yd	in excess of 100,000 cu yds
200,000 - 1,000,000 cu yd	\$19,949	0.0120 per cu yd	in excess of 200,000 cu yds
1,000,000 cu yd AND OVER	\$19,949	0.0040 per cu yd	in excess of 1,000,000 cu yds

INSPECTION FEE:			
0-50 cy	\$344		
50 - 1,500 cu yd	\$721	0.2600 per cu yd	in excess of 50 cu yds
1500 - 5,000 cu yd	\$1,484	0.2180 per cu yd	in excess of 1,500 cu yds
5,000 - 10,000 cu yd	\$2,484	0.2000 per cu yd	in excess of 5,000 cu yds
10,000 - 100,000 cu yd	\$9,144	0.0740 per cu yd	in excess of 10,000 cu yds
100,000 - 200,000 cu yd	\$15,144	0.0600 per cu yd	in excess of 100,000 cu yds
200,000 - 1,000,000 cu yd	\$29,544	0.0180 per cu yd	in excess of 200,000 cu yds
1,000,000 cu yd AND OVER	\$29,544	0.0060 per cu yd	in excess of 1,000,000 cu yds

If grading quantity is not available in cubic yards, the charge will be as follows:

2.5% of the Engineer's estimate for Plan Check

3% of the Engineer's estimate for Inspection

Public Works - Water Service Charges

(Fund 501 - Water Operations; Fund 521 - Sewer Maintenance)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery Level (%)	Suggested Fee	Percent Change	(\$) Change
1	New Utility Account Set-up	MT6/MT7	includes opening/closing set up	\$142.91	\$35.00	24%	\$35.00	0%	\$0.00
2	Meter Shut Off and/or Meter Turn On	MT11/MT10	Delinquent Customer due to non-payment	\$169.77	\$95.00	94%	\$160.00	68%	\$65.00
3	Meter Shut Off and/or Meter Turn On -for Pulled Meter	MT4/MT5	Delinquent Customer-meter pulled	\$276.98	\$200.00	90%	\$250.00	25%	\$50.00
4	Meter Tampering fee	MT4	Illegal turn-on (meter pulled) but not reinstalled - No active account set up	\$139.69	\$123.00	97%	\$135.00	10%	\$12.00
5	After hours turn-ons	MT10	additional fee after 3pm turn-on requests	\$84.50	\$55.00	99%	\$84.00	53%	\$29.00
6	Verify meter reads (VMR/AMR)	MT3	1st meter reading is free	\$50.61	\$25.00	99%	\$50.00	100%	\$25.00
7	Fire hydrant meter - check or field read	MT3		\$34.00	\$32.00	100%	\$34.00	6%	\$2.00
8	Field Test - Water Meter			Variable	New	100%	Actual Cost (\$300 Initial Deposit)	0%	\$0.00
9	Sewer Back-up (customer's lateral)			\$192.13	\$179.00	NA	Actual Cost	NA	NA
10	Bacteriological Testing - first		Performed by Water Quality Analyst	\$220.26	\$216.00	100%	\$220.00	2%	\$4.00
11	Bacteriological Testing - additional		Performed by Water Quality Analyst	\$73.42	\$72.00	99%	\$73.00	1%	\$1.00
12	New Hydrant Account Set-up			\$71.84	\$25.00	49%	\$35.00	40%	\$10.00
13	NSF	MT0	per Civil Code 1719, \$35 per subsequent check	\$138.83	\$25.00	18%	\$25.00	0%	\$0.00
14	ACH Reject	MT0	per Civil Code 1719	\$121.01	\$25.00	21%	\$25.00	0%	\$0.00
15	Credit Card Fraud		Research & PD reporting	\$82.74	\$50.00	91%	\$75.00	50%	\$25.00
16	Write-off/Collection Processing		Research/Reporting to Collection Agency	\$41.96	\$24.00	95%	\$40.00	67%	\$16.00
17	Meter Replacement due to tampering/damage	MT9	Tampering additional costs (damaged meter)	Variable	\$120.00	NA	Actual Cost	NA	NA
18	Illegal Hook-Up		Unauthorized Access or Use (parts/materials not included)	\$437.02	New	100%	\$437.00	NA	NA
19	Trip Charge		PW staff onsite requests. Cost would be similar to VMR - #6 fee	\$52.53	\$25.00	95%	\$50.00	100%	\$25.00
Effective February 2020, in accordance with Senate Bill 998 reconnection fee limits for low income customers (below the 200% federal poverty limit), the following fee charges as a result of low income customers being shut-off for non-payment shall be established as follows:									
20	Meter Shut Off (low income only)		disconnection fee ONLY	\$74.06	New	100%	\$74.00	NA	NA
21	Meter Turn On (low income only)		reconnection fee ONLY - adjusted by CPI annually thereafter	\$95.71	New	52%	\$50.00	NA	NA
22	Meter Turn On-After Hours (low income only)		reconnection + after hours fee - adjusted by CPI annually thereafter	\$179.30	New	28%	\$150.00	NA	NA

Marina

(Fund 550 - Marina)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery Level (%)	Suggested Fee	Percent Change	(\$) Change
1	Standard Berthing	per ft		\$12.07	\$6.58	56%	\$6.80	3%	\$0.22
2	Premium Berthing	per ft		\$14.49	\$7.90	56%	\$8.15	3%	\$0.25
3	Premium Plus Berthing	per ft		\$16.45	\$8.97	56%	\$9.20	3%	\$0.23
4	Overnight Guest Berthing	per ft		\$0.92	\$0.50	55%	\$0.50	0%	\$0.00
5	Jet Ski Berthing	per month		\$172.42	New	29%	\$50.00	NA	NA
Service Fees									
6	Pumpout Service	each		\$150.33	\$25.00	17%	\$25.00	0%	\$0.00
7	Emergency Service	each		Variable	\$55.00	NA	Actual Cost	NA	NA
8	Repairs due to Neglect	each		Variable	\$55.00	NA	Actual Cost	NA	NA
9	Damage	each		Variable	\$55.00	NA	Actual Cost	NA	NA
10	Hazardous Substance Discharge	each		Variable	\$55.00	NA	Actual Cost	NA	NA
11	Abandoned Boat Removal	each		\$5,620.41	\$55.00	NA	Actual Cost	NA	NA
12	Sunken Boat Removal	each		Variable	\$55.00	NA	Actual Cost	NA	NA
13	Evicted Boat Storage Fee	Per Day		\$57.47	\$25.00	43%	\$25.00	0%	\$0.00
14	Damage to Marina Infrastructure	each		Variable	\$25.00	NA	Actual Cost	NA	NA
15	Vehicle Tow Fee	each		\$57.47	\$25.00	43%	\$25.00 - \$55.00 depending on tow distance	NA	NA
16	Boat Transfer Fee	Per Transaction		\$130.30	\$25.00	19%	\$25.00	0%	\$0.00
17	Expired Insurance Fee	Per Day		\$229.89	\$25.00	11%	\$25.00	0%	\$0.00
Live Aboard Fee Schedule									
18	UP TO 30'	per month		\$458.41	\$250.00	56%	\$258.75	3%	\$8.75
19	31'-35'	per month		\$550.09	\$300.00	56%	\$310.50	3%	\$10.50
20	36'-40'	per month		\$641.77	\$350.00	56%	\$362.25	3%	\$12.25
21	41'-45'	per month		\$733.45	\$400.00	56%	\$414.00	3%	\$14.00
22	46'-50'	per month		\$825.13	\$450.00	56%	\$465.75	3%	\$15.75
23	50' +	per month		\$916.81	\$500.00	56%	\$517.50	3%	\$17.50
Other Fees									
24	Kayak and Stand Up Paddle Board Rentals			\$29.17	\$20.00	69%	\$20.00	0%	\$0.00
25	Late Payment Collection Fee			Variable	10% of Outstanding Amount	Variable	10% of Outstanding Amount	0%	\$0.00

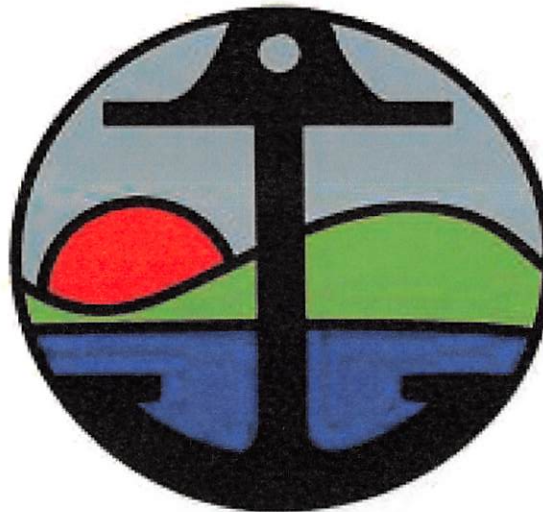
Community Services

(Fund 233 - CDBG; Fund 248 - Successory Agency Housing Fund; Fund 801 - Successory Agency to the former RDA)

Row #	Fee Description	Unit	Notes	Full Cost	Current Fee	Cost Recovery Level (%)	Suggested Fee	Percent Change	(\$) Change
1	Subordination Fee		plus City Attorney Cost	\$362.41	\$300.00	99%	\$360.00	20%	\$60.00
2	Payoff Demand Fee		per Gov. Code 2943	\$120.90	\$30.00	25%	\$30.00	0%	\$0.00
3	Release of Lien / Substitution of Trustee and Reconveyance Fee		per Gov. Code 2941. plus City Attorney Cost as needed	\$120.90	\$45.00	37%	\$45.00	0%	\$0.00
4	Notary Fee	per signature	per Gov. Code Section 8211	NA	\$10.00	NA	\$15.00	50%	\$5.00
5	Disposition of Successor Agency Property Efforts			Variable	Actual Cost	100%	Actual Cost	0%	\$0.00
6	Project/Program Review			Variable	Actual Cost	100%	Actual Cost	0%	\$0.00
7	CDBG Administration			Variable	Actual Cost	100%	Actual Cost	0%	\$0.00

* Actual Cost services will be billed at the fully burdened hourly rates of personnel involved, plus any third party or materials cost

AMENDED MASTER FEE SCHEDULE



City of Pittsburg, California

www.ci.pittsburg.ca.us

User Fees and Administrative Fees

Effective: January 21, 2020

Development Fees

(Building/Engineering/Planning)

Effective: March 21, 2020

CITY OF PITTSBURG MASTER FEE SCHEDULE

TABLE OF CONTENTS

	Page #
CITY CLERK	1
FINANCE	2
POLICE.....	3-7
RECREATION	8-15
MARINA	16
CALIFORNIA THEATRE	17
BUILDING.....	18-25
Table I : Plumbing Permit Fees - C.P.C.	26
Table II: Electrical Permit Fees - C.E.C.	27
Table III: Mechanical Permit Fees - C.M.C.	28
Table IV: Fees Collected for Other Agencies/Departments	29-30
Table A & B: Permit Fees Chart	31
PLANNING	32-35
ENGINEERING	36-39
PUBLIC WORKS - WATER SERVICE FEE CHARGES	40
COMMUNITY SERVICES	41
PERSONNEL - FULL COST HOURLY RATES	42-45

City Clerk

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
1	Document Copy	Per Page (B/W)	Plus postage if necessary	\$0.10
2	Document Copy	Per Page (Colored)	Plus postage if necessary	\$0.10
3	CD/DVD			\$1.00

Finance

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
1	Document Copies	Per Page (B/W)	Plus postage if necessary	\$0.10
2	Document Copies	Per Page (Colored)	Plus postage if necessary	\$0.10
3	Initial Business License Application Processing Fee	Flat Fee		\$50.00
4	Annual Business License Application Renewal Fee	Flat Fee		\$21.00
5	Annual Business License Application Renewal Fee - Online	Flat Fee		\$21.00
6	Initial Business Permit Processing Fee	Flat Fee		\$50.00
7	Annual Business Permit Renewal Fee	Flat Fee		\$6.00
8	Duplicate License or Permit	Flat Fee		\$7.00
9	License or Permit Name Change	Flat Fee		\$7.00
10	License location or business description change (within City)	Flat Fee		\$25.00
11	License location or business description change (outside City)	Flat Fee		\$7.00
12	Initial Business License/Permit Appeal Processing Fee	Flat Fee	1st Stage	\$275.00
13	Council Business License/Permit Appeal Fee	Flat Fee	2nd Stage	\$600.00
14	NSF (Non Sufficient Fund) Fee	first check	per Civil Code 1719, \$35 per subsequent check	\$25.00
15	Credit Card Convenience Fee (under \$1,000)	per transaction	non-refundable	\$1.00
16	Credit Card Convenience Fee (greater than \$1,000)	per transaction	non-refundable	Actual Cost
17	Administrative Citation - 1st Violation		Gov't Code Section 36900	\$100.00
18	Administrative Citation - 2nd Violation within the same year		Gov't Code Section 36900	\$200.00
19	Administrative Citation - 3rd violation within the same year		Gov't Code Section 36900	\$500.00

Police

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
1	Document Copies	Per Page (B/W)	Plus postage if necessary	\$0.10
2	Document Copies	Per Page (Colored)	Plus postage if necessary	\$0.10
3	Traffic Accident Investigation Report Copy		Plus postage	\$11 and \$0.10 Per Page
4	Crime Report Copy		Plus postage	\$0.10 Per Page
5	Reproduction Services: Media		Copy of Digital Photo Disk	\$32.00
6	Reproduction Services: Media		Audio/Visual -Copy of CD/DVD	\$42.00
7	Research Service	Hourly + per page	Fee level is regulated by Gov. Code	\$24/hr (\$6 per quarter hr) and (\$0.25) per page
8	Clearance Letter - Resident			\$43.00
9	Clearance Letter - Non-Resident			\$43.00
10	Towed Stored Vehicle Release		Other towed/stored vehicles including abandoned	\$145.00
11	Impounded Vehicle		Suspended License	\$180.00
12	Victim Vehicles - Stolen/Recovered			NA
13	Repossession Filing Fee		Fee level is regulated by Gov. Code. Sec 41612	\$15.00
14	Fingerprints			\$34.00
15	Background Check		Government Code 1031.1(F)	\$15.00
16	Firearm Release Fee		PC 33880	\$65.00
17	Retail Firearms Permit			\$65.00
18	ABC 1-Day User Permit (Profit)			\$75.00
19	ABC 1-Day User Permit (Non-Profit)			\$40.00
20	Citation Sign-Off (Resident)			\$25.00
21	Citation Sign-Off (Non-resident)			\$34.00

Police

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
22	Vehicle Identification Numbers (VIN)			\$68.00
23	Booking Service		Fee established by Contra Costa County. Fee increases automatically when County's fees increase.	\$564.00
24	Gun Permit Fees - Concealed Weapons Application		Per Penal Code Section 26190(b).	\$100.00
25	Subpoena, Civil Deposit plus Admin Fee	Per Day	Per Gov. Code. 68097.2	\$275.00
26	False Alarm Fee - First Violation		Updated infraction rates for Ord. 9.24.70 (A); In excess of two within any 30-day period or in excess of eight within any 12-month period per Ord. 9.24.90	\$100.00
27	False Alarm Fee - Second Violation		Updated infraction rates for Ord. 9.24.70 (A); In excess of two within any 30-day period or in excess of eight within any 12-month period per Ord. 9.24.90	\$125.00
28	False Alarm Fee - Third and Subsequent Violations		Updated infraction rates for Ord. 9.24.70 (A); In excess of two within any 30-day period or in excess of eight within any 12-month period per Ord. 9.24.90	\$150.00
29	Social Host - Parties & Nuisances - First Violation	PMC 9.25		\$500.00
30	Social Host - Parties & Nuisances - Second and Subsequent Violations	PMC 9.25		\$1,000.00
31	DUI Arrest/Collision Processing Emergency Response Cost Recovery		Per Gov Code 53150-58	Actual Cost plus 10% Admin
32	Review of Local Criminal History	Penal Code 13300/13322	Per Penal Code Sections 13300,13322	\$25.00
33	Computer Aided Dispatch Reports			\$25.00

Police

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
34	Subpoena Duces Tecum		Evidence Code 1563 - Clerical cost @maximum of \$24/hr (\$6 per 1/4 hour) plus 10 cents a page duplication cost	\$24/hr (\$6 per 1/4 hour) plus 10 cents a page duplication cost
35	Special Event Personnel		Based on the fully burdened hourly rate of positions involved	Actual Cost
36	Tobacco Retailer's License	PMC 5.68.080	Actual cost of processing not to exceed \$500.00 annually.	Actual Cost
Parking Penalties				
37	Vehicle Public Nuisance (land owner)			\$100.00
38	Storage of Vehicle/Parts More Than 5 Days			\$56.00
39	Parked in Parkway			\$41.00
40	Parked Over 48 Hours			\$41.00
41	Display Vehicle For Sale			\$41.00
42	Repair/Wash Vehicle On Street			\$41.00
43	Parked Facing Wrong Way (1-Way Streets)			\$41.00
44	Angle Parking			\$41.00
45	Parking Adjacent to Schools			\$41.00
46	Parking On Narrow Streets			\$41.00
47	Failure To Curb Wheels			\$41.00
48	Signed - No Parking			\$100.00
49	No Parking (Divisional Island)			\$41.00
50	No Parking (Traffic Hazard, Signed or Red Curb)			\$56.00

Police

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
51	No Parking (By Resolution/Ordinance)			\$41.00
52	No Parking (Railroad Track)			\$41.00
53	No Parking (Traffic Hazard, No Sign Nor Red Curb)			\$41.00
54	No Parking (Sign Posted 24 Hours in Advance-Construction)			\$41.00
55	No Parking (20 ft. From Crosswalk, Business District, Marked)			\$41.00
56	No Parking (20 ft. From Signal/STOP/Flashing Device)			\$41.00
57	Parking Vendor Vehicles More Than 10 Minutes			\$41.00
58	Commercial Parking Over 5 Hours In Residential Zone			\$100.00
59	Temporary/Event No Parking Sign			\$41.00
60	Restricted Parking On City Property			\$41.00
61	Over Time Limit (3 Hours Max.) In City Parking Lot			\$41.00
62	Overnight Truck Parking, Over 5 Tons (Residential/Commercial)			\$100.00
63	Curb Markings (Red, yellow, White, Green)			\$41.00
64	Disabled Parking Space			\$290.00
65	Curb Markings (Yellow Commercial loading = 30 Minutes)			\$41.00
66	Curb Markings (White Passenger Loading Zone)			\$41.00
67	Parking In Alley			\$41.00
68	Parking Time Limited On Designated Streets			\$41.00
69	Parking Prohibited At All Times On Certain Streets			\$41.00
70	All Night Parking In A Business District			\$41.00

Police

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
71	Parking Within Space Markings			\$41.00
72	Residential Permit Parking Area			\$100.00
73	Bicycle Parking Only Zone			\$41.00
74	Bus Zone			\$265.00
75	Taxicab Stand			\$41.00
76	Parked Off Truck Route			\$100.00
77	Parking Meters - Parking Within Spaces			\$41.00
78	Parking Meters - Time Limitation			\$41.00
79	Parking Meters - Coin Deposit			\$41.00
80	Parking Meters - Overtime Parking			\$41.00
81	Off-Street Public/Private Parking Lots - Posted			\$41.00
82	Unlawful Parking On Private Property			\$41.00
83	Operator's Certificate - Initial Application			\$500.00
84	Driver's Permit - Initial Application			\$400.00
85	Operator's Certificate - Renewal Application			\$500.00
86	Driver's Permit - Renewal Application			\$400.00

The schedule of Parking Penalties reflects the standardized parking citations as originally established by the Contra Costa County Office of Revenue Collection (ORC).

Recreation

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
1	Document Copies	Per Page (B/W)	Plus postage if necessary	\$0.10
2	Document Copies	Per Page (Colored)	Plus postage if necessary	\$0.10
Aquatics:				
3	Group Lesson/Parent Child - Resident			\$59.00
4	Group Lesson/Parent Child - Non-Resident			\$66.00
5	Private Lessons - Resident			\$129.00
6	Private Lessons - Non-Resident			\$136.00
7	Recreational Swim - Youth			\$3.00
8	Recreational Swim - Adult			\$6.00
9	Pool Parties	Per Person	Minimum 10 people	\$7.00
10	Aquatics Season Pass - 14 years and under		May 5 thru Oct 21	\$21.00
11	Aquatics Season Pass - 15 years and older		May 5 thru Oct 21	\$29.00
12	School Rentals, Swim Rentals (under 100 students)	Per Hour	Contract with school, swim teams practice with other programmings	\$50.00
13	School Rentals, Swim Rentals (100-175 students - additional guard needed)	Per Hour	Contract with school, swim teams practice with other programmings	\$55.00
14	School Rentals, Swim Rentals (176 and more students -additional guard needed)	Per Hour	Contract with school, swim teams practice with other programmings	\$60.00
15	Buchanan Swim Center - Spring Season Pass (Lap Swim)		Spring (Apri 16 thru Jun 8) M- F 9am - 12pm	\$27.00
16	Buchanan Swim Center - Fall Season Pass (Lap Swim)		Fall (Aug 20 thru Oct 5) M- F 9am - 12pm	\$27.00
Adult Sports:				
17	Adult Spring Softball – Recreational	Per Team	Based on a 7 game schedule, plus double elimination playoffs and award.	\$638.00
18	Adult Summer Softball – Regular League	Per Team	Based on a 8 game schedule, plus double elimination playoffs and award.	\$638.00
19	Professional Team Sport (Adult Team)	Per Game	Includes baseball, soccer, football, etc	\$532.00

Recreation

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
Field Rentals:				
20	Grass Field Rental (Youth)	Per Hour		\$21.00
21	Grass Field Rental (Adult)	Per Hour		\$33.00
22	Artificial Grass Field Rental (Youth)	Per Hour		\$60.00
23	Artificial Grass Field Rental (Adult)	Per Hour		\$72.00
24	Field Rental Add-on (Lights)	Per Hour		\$19.00
25	Field Rental Add-On for CP-1 Only (Scoreboard & Sound)	Per Hour	Includes 1 rec leader II	Actual Cost
26	Tournaments	Per Game		\$21.00
27	Field Prep			\$39.00
28	Snack Bar - Profit	Per Day		\$132.00
29	Snack Bar - Non-Profit	Per Day		\$66.00
30	Senior Bocce Ball League	Per Team		Service is contracted out
Youth Sports:				
31	Youth Sports (Basketball)			\$96.00
32	Youth Sports (Flag Football)			\$90.00
33	Youth Sports (Soccer)			\$90.00
34	Tiny Tots Sports (<i>Tag Football, Indoor Soccer, Outdoor Soccer, Basketball and T-Ball</i>) - Resident			\$47.00
35	Tiny Tots Sports (<i>Tag Football, Indoor Soccer, Outdoor Soccer, Basketball and T-Ball</i>) - Non-Resident			\$70.00
Recreation Classes:				
36	Recreation Classes		Fee based upon cost of class to City (60/40% cost split; 40% to City).	Fee based upon cost of class to City (60/40% cost split; 40% to City).

Recreation

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
Summer Activities:				
37	Summer Playground Program (Basic Camp)	Per Session		Service is contracted out
38	Summer Playground Program (Super Camp)	Per Session		Service is contracted out
39	Summer Excursions			Transportation/ Admission Costs
40	Summer Specialty Camps	Per Session		Service is contracted out
Adult Excursions:				
41	Adult Excursions		Transportation and accommodations plus 25% administration fee.	Transportation and accommodations plus 25% administration fee.
Rentals:				
42	Buchanan Park Community Center (Building Rental) - Resident	Per Hour	Security Officers will be required for all rentals after 3PM (Reso 10-11408)	\$127.00
43	Buchanan Park Community Center (Building Rental) - Non-Resident	Per Hour	Security Officers will be required for all rentals after 3PM (Reso 10-11408)	\$140.00
44	Buchanan Park Community Center (Janitorial)		Fee for All Rentals	\$58.00
45	Buchanan Park Community Center (Deposit)		Refundable Deposit	\$616.00
46	Buchanan Park Community Center (Deposit) - with Alcohol		Refundable Deposit	\$1,230.00
47	Library Community Room (Building Rental)	Per Hour	Per Resolution 13-11800	\$41.00
48	Library Community Room (Janitorial)		Fee for All Rentals	\$58.00
49	Library Community Room (Deposit)		Refundable Deposit	\$118.00
50	Buchanan Park Picnic Areas (Large Areas)	Per Day	Refundable Deposit	\$191.00

Recreation

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
51	Buchanan Park Picnic Areas (Small Areas)	Per Day	Refundable Deposit	\$64.00
52	Stoneman Trailhead Park	Per Day	Refundable Deposit	\$191.00
53	City Park (Large Area)	Per Day	Refundable Deposit	\$191.00
54	Central Park	Per Day	Refundable Deposit	\$191.00
55	Highland Ranch Park - Gazebo	Per Day	Refundable Deposit	\$191.00
56	Buchanan Swim Center - Rental	Per Hour	Refundable Deposit	\$124.00
57	Buchanan Swim Center - Rental Deposit		Refundable Deposit	\$174.00
58	Boatwright Plaza		for 4 hours	\$96.00
59	Senior Center Rental - Non-Resident	Per Hour	4 Hr. Minimum	\$239.00
60	Senior Center Rental - Resident	Per Hour	4 Hr. Minimum	\$212.00
61	Senior Center Cleaning/Damage Deposit - With Alcohol		Refundable	\$952.00
62	Senior Center Cleaning/Damage Deposit - Without Alcohol		Refundable	\$634.00
63	Senior Center Kitchen Rental			\$94.00
64	Senior Center Kitchen Deposit		Refundable	\$308.00
65	Senior Center Alcohol Permit			\$32.00
66	Senior Center Insurance		REQUIRED (Proof of Homeowner's Insurance or actual cost of insurance thru Municipal Risk Mgnt)	Insurance Required
67	Senior Center Cancellation Fee - 4 Months or More			\$192.00
68	Senior Center Cancellation Fee - 2-4 Months			25% of Total Rental Fee

Recreation

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
69	Senior Center Cancellation Fee - 6 Weeks to 2 Months			50% of Total Rental Fee
70	Senior Center Cancellation Fee - Less than 6 Weeks			Entire Rental Fee less the Refundable Cleaning/Damage Deposit
71	Senior Center Rental Penalty	Per 15 Min	After Event Ending Time	\$128.00
72	Facility Rental Add-On - Equipment (Projector, Screen)			\$52.00
73	Facility Rental Add-On - Equipment (Sound)			\$52.00
74	Facility Rental Add-On - Equipment (Podium)			\$21.00
75	Facility Rental Add-On - Equipment (Wipe-Out Water Inflatable)			\$103.00
Small World Park:				
76	Small World Park Admission (General 15 and Older)			\$6.00
77	Small World Park Admission (Senior)			\$3.00
78	Small World Park Admission (Child)			\$3.00
79	Small World Park Season Pass (General 15 and Older)			\$29.00
80	Small World Park Season Pass (Child)			\$21.00
81	Small World Park Rentals (Dinosaur Den)		Resident	\$27.00
82	Small World Park Rentals (Dinosaur Den)		Non-Resident	\$50.00
83	Small World Park Rentals (Robin Hood Haven)		Resident	\$27.00

Recreation

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
84	Small World Park Rentals (Robin Hood Haven)		Non-Resident	\$49.00
85	Small World Park Rentals (Ford Pitt)		Resident	\$32.00
86	Small World Park Rentals (Ford Pitt)		Non-Resident	\$64.00
87	Small World Park Rentals (Barn Yard Glen/Fairy Tale Falls)		Resident	\$37.00
88	Small World Park Rentals (Barn Yard Glen/Fairy Tale Falls)		Non-Resident	\$74.00
89	Small World Park Rentals (Tea Party Pavillion 1-120 Persons)		Resident	\$91.00
90	Small World Park Rentals (Tea Party Pavillion 1-120 Persons)		Non-Resident	\$128.00
91	Small World Park Rentals (Party Castle)		Resident	\$64.00
92	Small World Park Rentals (Party Castle)		Non-Resident	\$127.00
93	Small World Park Rentals (Party Castle - Off Season)	4 Hours Rental		\$184.00
94	Small World Park Rentals (Party Castle - Off Season) Add-on Ride Operator	4 Hours Rental	Includes two rides	\$89.00
95	Small World Park Rentals - Add-on Table Rental	4 Hours Rental	Includes two rides	\$7.00
96	Small World Park Power Box Rental (Group Picnic Sites)			\$28.00
97	Small World Park (After Hour Rental Rates) - Group Rate	Four Hour Rental	Any damage, excessive clean-up, exceeding rental time or cancellation of reservation will be deducted from deposit	\$303.00
98	Small World Park (After Hour Rental Rates) - Corporate Rate	Four Hour Rental	Any damage, excessive clean-up, exceeding rental time or cancellation of reservation will be deducted from deposit	\$753.00
99	Small World Park (After Hour Rental Rates) - Deposit			\$174.00
100	Carousel		Per operator, Requires two operators	\$96.00
101	Train		Per operator	\$96.00
102	Whale		Per operator	\$96.00

Recreation

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
103	Ferris Wheel		Per operator	\$96.00
104	Small World Park - After Hours Rental Penalty		Every 15 minutes past the rental end time; will be subtracted from the deposit.	\$32.00
Special Event Permit Application Fees				
105	Category 1 Special Event Permit (Application 16+ weeks in advance)		Non-refundable: Athletic Events, Carnivals, Fairs, Competitions/Contests, Food Related Events, Holiday Celebrations, Recreation, River/Park Clean Ups, Spectator Sports, Business Shows/Promotions, Training Activities	\$50.00
106	Category 1 Special Event Permit (Application 12 - 15 weeks in advance)		Non-refundable: Athletic Events, Carnivals, Fairs, Competitions/Contests, Food Related Events, Holiday Celebrations, Recreation, River/Park Clean Ups, Spectator Sports, Business Shows/Promotions, Training Activities	\$100.00
107	Category 1 Special Event Permit (Application 30 days - 11 weeks in advance)		Non-refundable: Athletic Events, Carnivals, Fairs, Competitions/Contests, Food Related Events, Holiday Celebrations, Recreation, River/Park Clean Ups, Spectator Sports, Business Shows/Promotions, Training Activities	\$200.00
108	Special Event Department Service Charge		If a permittee is required to pay Department Service Charges, those charges shall be calculated at the rates established in the City's Master Fee Schedule, as amended from time to time by City Council Resolution, in effect at the time the special event application is received.	Actual Cost (Fully Burdened Rate of Positions involved)
Special Event Clean-up and Damage Deposit				
109	Special Event Clean-up and Damage Deposit (Small Event - No Food)		100 - 499 people	\$0.00

Recreation

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
110	Special Event Clean-up and Damage Deposit (Small Event - Food)		100 - 499 people	\$532.00
111	Special Event Clean-up and Damage Deposit (Medium Event - No Food)		500 - 999 people	\$532.00
112	Special Event Clean-up and Damage Deposit (Medium Event - Food)		500 - 999 people	\$1,063.00
113	Special Event Clean-up and Damage Deposit (Large Event - No Food)		1,000 or more people	\$1,063.00
114	Special Event Clean-up and Damage Deposit (Large Event - Food)		1,000 or more people	\$1,595.00

FEE WAIVERS: The City Manager or designee is authorized to reduce or waive fees to service organizations, schools, and other governmental entities.

FUTURE FEE INCREASE: Fees shall increase annually based on the average percentage increase in the San Francisco-Oakland-Hayward All Urban Workers Consumer and will become effective January 1 of each calendar year.

Marina

(Fund 550 - Marina)

Row #	Fee Description	Unit	Notes	Adopted Fee
1	Standard Berthing	per ft		\$6.80
2	Premium Berthing	per ft		\$8.15
3	Premium Plus Berthing	per ft		\$9.20
4	Overnight Guest Berthing	per ft		\$0.50
5	Jet Ski Berthing	per month		\$50.00
Service Fees				
6	Pumpout Service	each		\$25.00
7	Emergency Service	each		Actual Cost
8	Repairs due to Neglect	each		Actual Cost
9	Damage	each		Actual Cost
10	Hazardous Substance Discharge	each		Actual Cost
11	Abandoned Boat Removal	each		Actual Cost
12	Sunken Boat Removal	each		Actual Cost
13	Evicted Boat Storage Fee	Per Day		\$25.00
14	Damage to Marina Infrastructure	each		Actual Cost
15	Vehicle Tow Fee	each		\$25.00 - \$55.00 depending on tow distance
16	Boat Transfer Fee	Per Transaction		\$25.00
17	Expired Insurance Fee	Per Day		\$25.00
Live Aboard Fee Schedule				
18	UP TO 30'	per month		\$258.75
19	31'-35'	per month		\$310.50
20	36'-40'	per month		\$362.25
21	41'-45'	per month		\$414.00
22	46'-50'	per month		\$465.75
23	50' +	per month		\$517.50
Other Fees				
24	Kayak and Stand Up Paddle Board Rentals			\$20.00
25	Late Payment Collection Fee			10% of Outstanding Amount

California Theatre

(Fund 120 - California Theatre)

Row #	Fee Description	Unit	Notes	Adopted Fee
1	Paid/Ticketed Event Base Fee			\$700/peak day, \$550 non-peak day or 15% of gross, whichever is higher
2.a	Additional Time	per hour		\$100.00
2.b	Rehearsal Time	4 hours		\$350.00
3.a	Box Office Fees			\$200 to \$500
3.b	Ticket Processing	per ticket		\$2.00
4	Facility Fee	per ticket sold		\$2.00
5	Credit Card Fee		Actual cost of 3rd party vendor	Actual Cost
6	Mail handling			\$5.00
Labor				
7.a	Technical Director	per hour		\$34.00
7.b	Technicians (Board Operator & Deck Supervisor	per hour		\$30.00
7.c	Stagehand	per hour		\$30.00
7.d	Front of House	per hour		\$30.00
7.e	Janitorial	per hour		\$200/Performance, \$100/Rehearsal

Building Division

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
Permits:				
1	Building Permit Fee Minimum		City to review time	\$130.00
2	Building Permit Fees (Alterations and Repairs)		Minumum fee - \$130	Valuation per Table A
3	Building Permits Fees (New Commercial)		Minumum fee - \$130	Valuation per Table A
4	Building Permits Fees (New Industrial)		Minumum fee - \$130	Valuation per Table A
5	Building Permits Fees (New SFR Dwellings)	\$82.99/sf applied to Table B	Minumum fee - \$130	Valuation per Table B
6	Building Permits Fees (New SFR Private Garages)	\$23.43/sf applied to Table B	Minumum fee - \$130	Valuation per Table B
7	Building Permits Fees (New SFR decks / porches)	\$3.64/sf applied to Table B	Minumum fee - \$130	Valuation per Table B
Above SFR valuation calculation to remain constant. Table B to be adjusted by the prior year ENR 20-City Construction Cost Index every January 1st.				
8	Reroof (Residential) - 1st 20 square	Flat Fee		\$205.00
9	Reroof (Residential) - each additional 10 square	Flat Fee		\$93.00
10	Reroof (Commercial)			Valuation per Table A
All Inclusive Permit Fees: Provides all necessary administration and inspections for these common projects without structural changes to the property. Electrical, mechanical, plumbing and building work is included and not limited by valuation or description.				
11	All Inclusive Permit Fees (Kitchen Alteration)			\$268.00
12	All Inclusive Permit Fees (Bathroom Alteration)			\$268.00
13	All Inclusive Permit Fees (Bathroom Alteration Each Additional)			\$76.00
14	All Inclusive Permit Fees (Window/Door Replacement)	First 10 Windows/Doors	Retrofit (Like for Like)	\$268.00

Building Division

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
15	All Inclusive Permit Fees (Window/Door Replacement)	Each additional 10 Windows/Doors	Retrofit (Like for Like)	\$74.00
16	All Inclusive Permit Fees (Window Replacement)		New Construction Type - Minimum fee - \$130	Valuation per Table A
17	Plumbing Fee (Primary)	Valuation Per Building Division Table I.	Minimum fee - \$130	\$130.00
18	Plumbing Fee (Supplemental)			\$43.00
19	Water Heater Replacement		Flat Fee	\$123.00
20	Re-piping - Supply Lines		Flat Fee	\$153.00
21	Sewer Line Repair/Replace		Flat Fee	\$153.00
22	Conversion to Tankless Water Heater Permit		Flat Fee	\$201.00
23	Seismic Gas Valve		Flat Fee (per ord 1175)	\$84.00
24	Electrical Fee (Primary)	Valuation Per Building Division Table II.	Minimum fee - \$130	\$130.00
25	Electrical Fee (Supplemental)			\$43.00
26	Electrical Service Upgrade – (200 amps or <)	Flat Fee		\$200.00
27	Electrical Service Upgrade –(> 200 amps)	Flat Fee		\$306.00
28	New Service (Pedestal)	Flat Fee		\$149.00
29	Temporary Power	Flat Fee	No Charge for new construction permits	\$149.00
30	E. V. Charger - Residential	Includes over the counter plan check		\$85.00
31	E. V. Charger - Commercial	may require additional hourly plan review		Valuation per Table A
32	Mechanical Fee (Primary)	Valuation per Building Division Table III	Minimum fee - \$130	\$130.00
33	Mechanical Fee (Supplemental)			\$43.00
34	Accessory Dwelling Units	detached		Valuation per Table A

Building Division

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
35	Junior Accessory Dwelling Units	within building footprint		Valuation per Table A
Mechanical Permits - Residential (Single-family and duplexes)				
36	Heating and/or Cooling Equipment (including ducts)	Flat Fee		\$198.00
37	Wall Furnace	Flat Fee		\$189.00
38	Kitchen Hood and Bathroom Vents	Flat Fee		\$73.50
Mechanical Permits - Commercial & Multi-Family				
39	HVAC Unit (includes all associated sub-permits)	Flat Fee		\$233.00
40	Air Handler Unit	Flat Fee		\$233.00
41	Vent System	Flat Fee		\$171.00
42	Exhaust Hood Replacement	Flat Fee	Additional hourly plan check may apply	\$296.00
43	Insulation/ Energy Fee Per New Construction > 500 sf.	Building Permit fee	Minimum Fee - \$35	1% (Min \$35.00)
44	Swimming Pool Permit (Residential Fee)		Plus Plan Check and MEP Sup. Fees	Valuation per Table A
45	Swimming Pool Permit (Commercial Fee)		Plus Plan Check and MEP Sup. Fees	Valuation per Table A
46	Sign Permit (New Installation)		Minumum fee - \$130 plus Plan Check Fee based upon 100% of the Building Permit Fee or Over the Counter Fee + Electrical Permit Fee if Required	Valuation per Table A
47	Sign Replacement (Channel Signage)		Plus Over the Counter Plan Check Fee	Valuation per Table A
48	Sign Replacement (Channel Signage)		Plus Over the Counter Plan Check Fee	Valuation per Table A
49	Sign Replacement (Monument Signage)		Plus Over the Counter Plan Check Fee	Valuation per Table A

Building Division

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
50	Sign Replacement (Projecting Signage)		Plus Over the Counter Plan Check Fee	Valuation per Table A
51	Sign Replacement (Transom Signage)		Plus Over the Counter Plan Check Fee	Valuation per Table A
52	Sign Replacement (Freestanding Signage)		Plus Over the Counter Plan Check Fee	Valuation per Table A
53	Demolition (Residential)	Flat Fee		\$230.00
54	Demolition (Commercial)	Flat Fee		\$230.00
55	Moved Building Permit / Manufactured Home		Plus Plan Check Fee (Basis of Foundation and Utilities)	Valuation per Table A
56	Solar Building Permit-Solar Panels & Pool Heaters	Private Solar - 7kV or less (includes OTC Plan Check Fee)	AB1414 - capped at \$450	\$250.00
57	Solar Building Permit-Solar Panels & Pool Heaters	Private Solar - greater than 7kV but less than 10kV (includes OTC Plan Check Fee)	AB1414 - capped at \$450	\$350.00
58	Solar Building Permit-Solar Panels & Pool Heaters	Private Solar - greater than 10kV (includes OTC Plan Check Fee)	AB1414 - capped at \$450	\$450.00
59	Commercial Photovoltaic Permit		Plus Plan Check Fee (Basis of Foundation and Utilities)	Valuation per Table A
Plan Review Fees:				
60	Building Plan Review Fee			100% of Building Permit Fee
61	Expedited Plan Review			Plan Check Fee + Consultants Expediting Charge
62	Foundation Only			Plan Check Fee + Consultants Expediting Charge

Building Division

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
63	Review In Excess of (2)		Or Consultants Additional Charge, whichever is greater	\$155.00
64	Fire and Termite Repair w/ Scope of Work			100% of Building Permit Fee
65	Energy Plan Review Fee (Commercial - New Construction)			\$76.00
66	Energy Plan Review Fee (Residential - New Construction)			\$76.00
67	Energy Plan Review Fee (Residential - Development Model)			\$229.00
68	Plumbing Plan Review Fee		w/o Building Permit Issuance	100% of Plumbing Permit
69	Electrical Plan Review Fee		w/o Building Permit Issuance	100% of Electrical Permit
70	Mechanical Plan Review Fee		w/o Building Permit Issuance	100% of Mechanical Permit
71	Swimming Pool Plan Review Fee (Custom)		See Table A	100% of Swimming Pool Permit
72	Swimming Pool Plan Review Fee (Standardized Plans and Calculations)	Flat Fee		\$373.00
73	Over Counter Plan Review Fee	Flat Fee		\$98.00
74	Production Housing - Plan Review Fee	Flat Fee per plot submitted.		\$171.00
Residential Rental Property Inspection Fee Schedule:				
75	Initial Annual Inspection Fee and Registration Fee		Charged to all when property enters the program and every third year thereafter.	\$103.00
76	Annual Program Fee		Charged for self-certified properties	\$63.00
77	Annual Program Fee Completed Electronically (On Line)		Charged for self-certified properties	\$63.00
	An initial verification inspection is conducted at the first time a property is placed into inventory. A renewal inspection is conducted each year thereafter or on the fourth year for properties that are self inspected by the owner.			

Building Division

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
Additional Inspection Fees:				
78	Building	Hourly Rate		\$155.00
79	Plumbing, Electrical, Mechanical, etc.	Hourly Rate		\$155.00
80	Requested Special Inspection	Hourly Rate	1 hour minimum @ hourly rate.	\$155.00
81	Code Compliance Permit (Residence)	Flat Fee		\$297.00
82	Code Compliance Permit (Commercial)	Flat Fee		\$407.00
83	Code Compliance Permit (Work without a permit)	First 2 hours		\$593.00
84	Code Compliance Permit (Work without a permit)	Hourly Rate - additional hours		\$342.00
85	Stop work fee			\$125.00
86	Code Compliance Permit (Reinstate Expired Permit - Final Inspection Only)		Final Inspection Only w/ no corrections	\$110.00
87	Code Compliance Permit (Reinstate Expired Permit - Second Inspection due to corrections)		Second Inspection as a result of corrections	\$110.00
88	Code Compliance Permit (Reinstate Expired Permit - Inspections beyond final remaining)			50% of the original building and MEP permit fee
89	30 day Temporary Certificate of Occupancy	Application intake, process, track and inspect		\$395.00
90	Garage Conversion		Investigation and Permitting of Existing Garage Conversion as per Municipal Zoning ORD. 18.50.130	\$428.00
Administrative Fees:				
91	Fire Protection Collection Fee	Per Permit Issued		\$61.00
92	Fire District Facilities Admin Fee (Single Family)	Per Unit	Pass through from CCC Fire	\$19.00
93	Fire District Facilities Admin Fee (Multi-Family)	Per Unit	Pass through from CCC Fire	\$9.00
94	Fire District Facilities Admin Fee (Office)	Per 1000 SF.	Pass through from CCC Fire	\$13.00
95	Fire District Facilities Admin Fee (Commercial)	Per 1000 SF.	Pass through from CCC Fire	\$11.00

Building Division

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
96	Fire District Facilities Admin Fee (Industrial)	Per 1000 SF.	Pass through from CCC Fire	\$8.00
Other Fees:				
97	Water Meter – Purchase			By meter size per Table IV
98	Construction Water – pre-metered internal use	Per 400 cubic feet (3000 gallons)		Current City rate
99	Copies			Variable
100	Document Imaging Fee (Subdivisions = BP Models Only)			3%
101	Document Imaging Fee (Building Permit Fee)			3%
102	Accessibility Fee (Non-Res Building Permit Fee)			1%
103	NPDES Management Fee (Building Permit Fee)		Building Permit Fee > 500 sq.ft. New Construction Res. and Com.	2%
104	Release of Tax Lien	Flat Fee		\$61.00
105	Postage / Handling – Permits			At Cost
106	Inspection outside of normal business hours	Per hour	minimum 1 hour charge, per municipal code	\$161.00
107	Re-inspection Fee			\$105.00
108	Inspections for which no fee is specifically indicated			\$75.00
109	Technology fee of permit and R.I.P enrollment fees			3%
Building Standards Administration Fee (Mandated by State of California)				
110	Permit Valuation - \$1 - \$25,000			\$1.00
111	Permit Valuation - \$25,001 - \$50,000			\$2.00
112	Permit Valuation - \$50,001 - \$75,000			\$3.00
113	Permit Valuation - \$75,001 - \$100,000			\$4.00
114	Every \$25,000 or fraction thereof above \$100,000			\$1.00
Strong Motion Instrumental and Seismic Hazard Mapping (Mandated by State of California)				

Building Division

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
115	Category 1 (Residential 1 - 3 stories Building Permits over \$5,000)	per \$100,000		\$10.00
116	Category 2 (Commercial and Residential over 3 stories Building Permits over \$2,381)	per \$100,000		\$21.00
117	Category 1 Permits under \$5,000 and Category 2 Permits under \$2,381	Flat Fee		\$0.50

Building Division Table I **Plumbing Permit Fees - C.P.C.**

	Unit	Notes	Fee
Permit Issuance			
1 Filing Fee			\$130.00
2 Filing Fee (Supplementary)		If part of building permit	\$43.00
Plan Review			
1 Plan review fees for plumbing work shall be equal to 100% of Plumbing Permit		% of Plumbing Permit	100%
2 Additional plan review required by changes, additions or revisions to approved plans shall be assessed hourly	Hourly Fee	Minimum 1 hour charge	\$155.00
3 When plan check goes beyond a second review the applicant may be charged for subsequent reviews on an hourly basis or per the consultant's fee.			
System Fee Schedule			
1 Residential construction (SFR and MFR > 500 sq. ft.)	Per Sq. Ft.		\$0.06
2 Commercial construction - Complete Building	Per Sq. Ft.		\$0.08
3 Commercial construction - Shell only	Per Sq. Ft.		\$0.02
4 Commercial construction - Vanilla Shell only	Per Sq. Ft.		\$0.04
5 Commercial construction - Tenant Improvement	Per Sq. Ft.		\$0.04
6 Commercial construction - Tenant Improvement (Restaurant)		% of Building Permit Fee	14%
7 Alterations or Additions residential and commercial		% of Building Permit Fee	14%
8 Trade Specific (Plumbing Only)			See Valuation per Table A
Other Inspection And Fees			
1 Inspection outside of normal business hours	Per hour	Minimum 1 hour charge	\$161.00
2 Re-inspection Fee			\$105.00
3 Inspections for which no fee is specifically indicated			\$75.00

Building Division Table II
Electrical Permit Fees - C.E.C.

	Unit	Notes	Fee
Permit Issuance			
1 Filing Fee			\$130.00
2 Filing Fee (Supplementary)		If part of building permit	\$43.00
Plan Review			
1 Plan review fees for electrical work shall be equal to 100% of Electrical Permit		% of Electrical Permit	100%
2 Additional plan review required by changes, additions or revisions to approved plans shall be assessed hourly	Hourly Fee	Minimum 1 hour charge	\$155.00
3 When plan check goes beyond a second review the applicant may be charged for subsequent reviews on an hourly basis or per the consultant's fee.			
System Fee Schedule			
1 Residential construction (SFR and MFR > 500 sq. ft.)	Per Sq. Ft.		\$0.06
2 Commercial construction - Complete Building	Per Sq. Ft.		\$0.08
3 Commercial construction - Shell only	Per Sq. Ft.		\$0.02
4 Commercial construction - Vanilla Shell only	Per Sq. Ft.		\$0.04
5 Commercial construction - Tenant Improvement	Per Sq. Ft.		\$0.04
6 Commercial construction - Tenant Improvement (Restaurant)		% of Building Permit Fee	16%
7 Alterations or Additions residential and commercial		% of Building Permit Fee	16%
8 Trade Specific (Electrical Only)		See Valuation per Table A	
Other Inspection And Fees			
1 Inspection outside of normal business hours	Per hour	Minimum 1 hour charge	\$161.00
2 Re-inspection Fee			\$105.00
3 Inspections for which no fee is specifically indicated			\$75.00

Building Division Table III
Mechanical Permit Fees - C.M.C.

	Unit	Notes	Fee
Permit Issuance			
1	Filing Fee		\$130.00
2	Filing Fee (Supplementary)	If part of building permit	\$43.00
Plan Review			
1	Plan review fees for electrical work shall be equal to 100% of Mechanical Permit	% of Mechanical Permit	100%
2	Additional plan review required by changes, additions or revisions to approved plans shall be assessed hourly	Hourly Fee Minimum 1 hour charge	\$155.00
3	When plan check goes beyond a second review the applicant may be charged for subsequent reviews on an hourly basis or per the consultant's fee.		
System Fee Schedule			
1	Residential construction (SFR and MFR > 500 sq. ft.)	Per Sq. Ft.	\$0.06
2	Commercial construction - Complete Building	Per Sq. Ft.	\$0.08
3	Commercial construction - Shell only	Per Sq. Ft.	\$0.02
4	Commercial construction - Vanilla Shell only	Per Sq. Ft.	\$0.04
5	Commercial construction - Tenant Improvement	Per Sq. Ft.	\$0.04
6	Commercial construction - Tenant Improvement (Restaurant)	% of Building Permit Fee	12%
7	Alterations or Additions residential and commercial	% of Building Permit Fee	12%
8	Trade Specific (Mechanical Only)		See Valuation per Table A
Other Inspection And Fees			
1	Inspection outside of normal business hours	Per hour Minimum 1 hour charge	\$161.00
2	Re-inspection Fee		\$105.00
3	Inspections for which no fee is specifically indicated		\$75.00

Building Division Table IV Fees Collected For Other Agencies & Departments

1. Water Meter Purchase (City of Pittsburg Public Works)

<u>AMR Meters</u>		<u>Non-AMR Meters</u>	
5/8" x 3/4"	\$ 241.47	5/8" x 3/4"	\$ 91.74
1-inch	\$ 304.22	1-inch	\$ 158.59
1 1/2-inch	\$ 513.13	1 1/2-inch	\$ 375.40
2-inch	\$ 667.66	2-inch	\$ 532.38
1 1/2-inch turbine	\$ 955.08		
2-inch turbine	\$ 1,266.81	<u>Meters not listed</u>	Actual Cost + 8%
3-inch turbine	\$ 1,681.43		
4-inch turbine	\$ 2,305.90		

Effective October 16, 2013 (Resolution 13-12016). Fees shall increase each July 1st based on the April Twelve month average percentage increase in San Francisco-Oakland-San Jose All Urban Workers Consumer Price Index.

2. Fire Protection Facilities Fee (Contra Costa County Fire Protection District)

Residential

Single-Family	\$588.00 per dwelling unit
Multi-Family	\$398.00 per dwelling unit

Effective November 1, 2019 (Contra Costa County Ordinance No. 2019-21)

Nonresidential

Office	\$0.65 per square feet
Commercial	\$0.57 per square feet
Industrial	\$0.38 per square feet

3. Fire Protection Facilities Deferred (Contra Costa County Fire Protection District)

Residential

Single-Family	\$344.00 per dwelling unit
Multi-Family	\$44.00 per dwelling unit

Effective June 18, 2007 (Resolution No. 07-10816)

Nonresidential

Office	\$0.22 per square feet
Commercial	\$0.17 per square feet
Industrial	\$0.07 per square feet

4. Fire District Administration Fee (Contra Costa County Fire Protection District)*

Residential

Single-Family	\$19.00 per dwelling unit
Multi-Family	\$9.00 per dwelling unit

Effective November 1, 2019 (Contra Costa County Ordinance No. 2019-21)

Nonresidential

Office	\$13.00 per 1,000 square feet
Commercial	\$11.00 per 1,000 square feet
Industrial	\$8.00 per 1,000 square feet

5. Fire District Administration Fee (City of Pittsburg)

Residential

Single-Family	\$61.00
Multi-Family	\$61.00

Nonresidential

\$61.00

6. Building Standards Administration Fee (Mandated by State of California)

Permit Valuation

\$1 - \$25,000	\$1.00
\$25,001 - \$50,000	\$2.00
\$50,001 - \$75,000	\$3.00
\$75,001 - \$100,000	\$4.00
Every \$25,000 or fraction thereof above \$100,000	Add \$1.00

6. Strong Motion Instrumentation and Seismic Hazard Mapping (Mandated by State of California)

Category 1 (Residential 1 – 3 stories Building Permits over \$5,000)	\$10.00 per \$100,000
Category 2 (Commercial and Residential over 3 stories Building Permits over \$2,381)	\$21.00 per \$100,000
Category 1 Permits under \$5,000 and Category 2 Permits under \$2,381)	\$.50 Flat Fee

BUILDING DIVISION TABLE A & TABLE B: Permit Fees Chart

PERSONNEL - FULL COST HOURLY RATES

Minimum Permit Fee: \$130

0	-	4,000	=	130.00
4,001	-	5,000	=	133.46
5,001	-	6,000	=	150.38
6,001	-	7,000	=	167.29
7,001	-	8,000	=	184.21
8,001	-	9,000	=	201.13
9,001	-	10,000	=	218.05
10,001	-	11,000	=	234.97
11,001	-	12,000	=	251.88
12,001	-	13,000	=	268.80
13,001	-	14,000	=	285.71
14,001	-	15,000	=	301.64
15,001	-	16,000	=	319.55
16,001	-	17,000	=	336.46
17,001	-	18,000	=	353.39
18,001	-	19,000	=	370.32
19,001	-	20,000	=	388.06
20,001	-	21,000	=	404.14
21,001	-	22,000	=	421.05
22,001	-	23,000	=	437.97
23,001	-	24,000	=	454.88
24,001	-	25,000	=	471.80
25,001	-	26,000	=	481.37
26,001	-	27,000	=	490.94
27,001	-	28,000	=	500.50
28,001	-	29,000	=	510.07
29,001	-	30,000	=	519.64
30,001	-	31,000	=	529.21

31,001	-	32,000	=	538.78
32,001	-	33,000	=	548.34
33,001	-	34,000	=	557.91
34,001	-	35,000	=	567.48
35,001	-	36,000	=	577.04
36,001	-	37,000	=	586.61
37,001	-	38,000	=	596.18
38,001	-	39,000	=	605.74
39,001	-	40,000	=	615.31
40,001	-	41,000	=	625.26
41,001	-	42,000	=	634.45
42,001	-	43,000	=	644.02
43,001	-	44,000	=	653.59
44,001	-	45,000	=	663.15
45,001	-	46,000	=	672.72
46,001	-	47,000	=	682.29
47,001	-	48,000	=	691.86
48,001	-	49,000	=	701.85
49,001	-	50,000	=	710.98
50,001	-	51,000	=	724.82
51,001	-	52,000	=	730.12
52,001	-	53,000	=	739.69
53,001	-	54,000	=	749.25
54,001	-	55,000	=	758.83
55,001	-	56,000	=	768.39
56,001	-	57,000	=	777.96
57,001	-	58,000	=	787.53
58,001	-	59,000	=	797.10
59,001	-	60,000	=	806.67
60,001	-	61,000	=	816.22
61,001	-	62,000	=	825.79
62,001	-	63,000	=	835.36
63,001	-	64,000	=	844.05
64,001	-	65,000	=	853.88
65,001	-	66,000	=	864.07
66,001	-	67,000	=	873.63
67,001	-	68,000	=	883.20
68,001	-	69,000	=	892.77
69,001	-	70,000	=	902.34
70,001	-	71,000	=	911.91
71,001	-	72,000	=	921.47
72,001	-	73,000	=	931.04
73,001	-	74,000	=	940.71
74,001	-	75,000	=	950.17
75,001	-	76,000	=	959.74

76,001	-	77,000	=	969.31
77,001	-	78,000	=	978.87
78,001	-	79,000	=	988.44
79,001	-	80,000	=	998.01
80,001	-	81,000	=	1,007.58
81,001	-	82,000	=	1,017.15
82,001	-	83,000	=	1,026.71
83,001	-	84,000	=	1,036.28
84,001	-	85,000	=	1,045.85
85,001	-	86,000	=	1,055.52
86,001	-	87,000	=	1,064.98
87,001	-	88,000	=	1,074.55
88,001	-	89,000	=	1,084.11
89,001	-	90,000	=	1,093.68
90,001	-	91,000	=	1,103.25
91,001	-	92,000	=	1,112.82
92,001	-	93,000	=	1,122.39
93,001	-	94,000	=	1,131.96
94,001	-	95,000	=	1,141.52
95,001	-	96,000	=	1,151.09
96,001	-	97,000	=	1,160.66
97,001	-	98,000	=	1,170.23
98,001	-	99,000	=	1,179.80
99,001	-	100,000	=	1,189.35

\$100,001 - \$500,000 = \$1189.35 for the first \$100,000 plus \$6.47 for each additional \$1,000 or fraction thereof

\$500,001 - \$1,000,000 = \$3777.95 for the first \$500,000 plus \$5.59 for each additional \$1,000 or fraction thereof

\$1,000,001 and up = \$6573.42 for the first \$1,000,000 plus \$3.68 for each additional \$1,000 or fraction thereof

Table B: Single Family Dwellings

\$100,001 - \$500,000 = \$1044.44 for the first \$100,000 plus \$5.68 for each additional \$1,000 or fraction thereof. Valuations calculated to below \$100,000 to be prorated as a percentage.

Planning

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
1	Accessory Dwelling Unit	Flat Fee		\$250.00
2	Annexation Review		Actual costs include staff time and materials for outside expenses. Surplus funds collected will be returned to applicant. Additional deposits may be required.	Actual Cost with \$1,000 deposit
3	Appeal	Flat Fee		Half of original application fee up to \$1,600
4	Certificate of Compatibility (mobile/manufactured houses)	Flat Fee		\$320.00
5	Commercial/Retail Permit	Flat Fee		\$24.00
6	Design Review (administrative, awnings, color change)	Flat Fee		\$450.00
7	Design Review (all other administrative)	Flat Fee		\$1,200.00
8	Design Review - SFR Subdivision 5-50 Lots	Flat Fee		\$3,100.00
9	Design Review - SFR Subdivision >50 lots	per unit		\$3,500 plus \$50/unit
10	Design Review - MFR Base Fee 1-50 units	Flat Fee		\$5,000.00
11	Design Review - MFR 50+	Flat Fee		\$5,300 plus \$30/unit
12	Design Review - New Wireless Telecomm Facility & Comm Bldg Remodel <5k s.f.	Flat Fee		\$2,300.00
13	Design Review - Commercial Structure	Flat Fee		\$6,500.00
14	Development Agreements	Actual Costs		Actual Cost
15	Environmental - Consultant Study (Pass Through)		Direct consultant plus City costs	Pass Thru + 30% for Staff Cost

Planning

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
16	Environmental – EIR (Pass Thru)		Direct consultant plus City costs	Pass Thru + 30% for Staff Cost
17	Environmental –Initial Study or Environmental Assessment			Actual Cost with a \$7,600 Deposit
18	Environmental - Negative Declaration	Flat Fee	plus \$100 for postage and/or publishing as CEQA	\$900.00
19	Environmental - Notice of Determination (Pass Thru)		Direct consultant plus City costs	Pass Thru + 30% for Staff Cost
20	Environmental - F&G w/ND/no impacts (Pass Thru)		Direct consultant plus City costs	Pass Thru + 30% for Staff Cost
21	Environmental - F&G w/ND +impacts (Pass Thru)		Direct consultant plus City costs	Pass Thru + 30% for Staff Cost
22	Extension of Approval			Half of original application fee up to \$1,000
23	Fence Height Exception/Tree Removal Permit			\$700.00
24	General Plan Amendment			Actual Cost with \$5,000 deposit
25	Habitat Conservation Plan Administration		East County wide program 2007	\$1,000 (Zone I, III), \$2,000 (Zone II)
26	Home Occupation Permit			\$50.00
27	Minor Modifications - Existing wireless telecom facilities			\$900.00
28	Outdoor Dining Permit			\$325.00
29	Preliminary Plan Review			\$1,900.00

Planning

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
30	Rezoning Request		Actual costs include staff time and materials for outside expenses. Surplus funds collected will be returned to applicant. Additional deposits may be required.	Actual Cost with \$7,000 Deposit
31	Sign Review - Freestanding (Admin)			\$1,200.00
32	Sign Review - Wall Sign (Admin)			\$60 per sign
33	Sign Review - Sign Program			\$2,400.00
34	Sign Review - Sign Exception			\$2,750.00
35	Sign Review - Temporary Signs			\$80.00
36	Sign Review - Billboard	Actual Costs	Minimum \$1,000 initial deposit required	Actual Cost
37	Subdivision Minor		Actual costs include staff time and materials for outside expenses. Surplus funds collected will be returned to applicant. Additional deposits may be required.	Actual Cost with \$4,000 Deposit
38	Special Projects			Actual Cost with \$5,000 Deposit
39	Subdivision Major		Actual costs include staff time and materials for outside expenses. Surplus funds collected will be returned to applicant. Additional deposits may be required.	Actual Cost with \$7,000 Deposit
40	Temp Activity Permit			\$220.00

Planning

(Fund 110 - General Fund)

Row #	Fee Description	Unit	Notes	Adopted Fee
41	Use Permit - Existing Bldg & Non-sensitive			\$1,400.00
42	Use Permit - New Const and/or Sensitive			\$3,200.00
43	Variance Review – Standard			\$1,400.00
44	Zoning Administrator Approval (large day care home, small recycling facility, home occupation permit, telecommunications collocation)			\$900.00
45	Zoning Code Amendment	Actual costs include staff time and materials for outside expenses. Surplus funds collected will be returned to		Actual Cost with \$7,000 Deposit
46	Zoning Compliance Letter			\$220.00
Planning Document Charges:				
47	Copy Fee - Black/White	Per Page	Actual cost if printed outside / In-house printing charged at \$0.10 per page plus postage if necessary	\$0.10/Page or Actual Cost
48	Copy Fee - Color Print	Per Page	Actual cost if printed outside / In-house printing charged at \$0.10 per page plus postage if necessary	\$0.10/Page or Actual Cost
49	General Plan Update		% of Building Permit Fee	5%
50	Penalty of Returned Checks		per Civil Code 1719, \$35 per subsequent check	\$25.00

Engineering

(Fund 110 - General Fund; Fund 207 - NPDES)

Row #	Fee Description	Unit	Notes	Adopted Fee
1	Copies	Per Page (B/W)	Plus postage if necessary	\$0.10
2	Copies	Per Page (Colored)	Plus postage if necessary	\$0.10
3	Documents (36" wide paper)	Per Document		\$3.75
4	Document (18" wide paper)	Per Document		\$2.50
5	Construction Bid Packages	Actual Cost		Actual Cost
6	Parcel Map Waiver	Flat Fee		\$2,276.00
7	Minor Subdivision Map Check	Flat Fee		\$1,752.00
8	Major Subdivision Map processing fee - Base Fee	Flat Fee	See G below	See Chart Below
9	Subdivision Improvement Plan Check	Engineer's Estimate	See A below	4.5%
10	Subdivision Improvement Inspection (\$0-\$500k)	Engineer's Estimate	See B below	7.5%
11	Subdivision Improvement Inspection (\$500,001 - \$5M)	Engineer's Estimate	See B below	5.0%
12	Subdivision Improvement Inspection (> \$5 million)	Engineer's Estimate	See B below	4.6%
13	Encroachment Permit Plan Review	Engineer's Estimate		3.5% (minimum \$328)
14	Encroachment Permit Inspection	Engineer's Estimate		4.5% (minimum \$344)
15	Grading Plan Review	Engineer's Estimate	See C below	2.5% (min \$328)
16	Grading Inspection	Engineer's Estimate	See C below	3% (min\$344)
17	Development Agreement Preparation	Actual Cost	See D below	Actual Cost
18	Address Change/New Add.	Flat Fee		\$516.00
19	Street Name Change	Flat Fee		\$628.00
20	Flood Zone Verification	Flat Fee		\$404.00
21	Transportation Permit (2 day permit)	Flat Fee	See E below	\$16.00
22	Transportation Permit (Annual)	Flat Fee	See E below	\$90.00
23	Plan Check - Single Parcel (SF)	Flat Fee		\$2,403.00
24	Inspection - Single Parcel (SF)	Flat Fee		\$4,240.00
25	Plan Check - Single Parcel (MF)	Engineer's Estimate	See A below	4.5%

Engineering

(Fund 110 - General Fund; Fund 207 - NPDES)

Row #	Fee Description	Unit	Notes	Adopted Fee
26	Inspection - Single Parcel (MF)	Engineer's Estimate		6.0%
27	Plan Check - Single Parcel (Acreage)	Engineer's Estimate	See A below	7.0%
28	Inspection - Single Parcel (Acreage)	Engineer's Estimate		6.75%
29	Sewer Inspection Deposit	Contract Cost	Inspection deposit is applicable to all publicly maintained sanitary sewer mains only. Deposit is non-refundable if inspection is not conducted prior to City acceptance of public improvements.	\$1,000 FLAT FEE <1,000 LINEAR FOOT, \$1.50/LINEAR FOOT>300FT
30	Storm Drain Inspection Deposit	Contract Cost	Inspection deposit is applicable to both sections of privately maintained storm drain mains draining to publicly maintained conveyance system, and to publicly maintained segments of storm drain system. Deposit is non-refundable if inspection is not conducted prior to City acceptance of public improvements.	\$1,000 FLAT FEE <1,000 LINEAR FOOT, \$1.50/LINEAR FOOT>300FT
31	Geographical Information System (Residential - Base)	Per Unit		\$110.00
32	Geographical Information System (Commercial)	Per Unit Base+Sq.Ft		\$0.06
NPDES Plan Review (SWPPP and/or C.3 Storm water Control Plan)				
33	10,000 sf to 1 acre or Risk Factor 1	Flat Fee		\$3,617.00
34	>1 acre or Risk Factor 2 and 3	Flat Fee Plus Per Unit		\$3617.87 plus \$132.66/acre up to 5 acres and \$30.15/ac over 5 acres
35	NPDES Inspection Risk Factor 1	Actual Cost	See F below, \$15,000 deposit	Actual Cost with \$15,000 deposit
36	NPDES Inspection Risk Factor 2 and 3	Actual Cost	See F below, \$30,000 deposit	Actual Cost with \$30,000 deposit
37	Work Without Permit Investigation	Actual Staff Cost	Minimum 2 hours (\$330) per occurrence	Minimum \$330 per occurrence
Engineering Document Charges				

Engineering

(Fund 110 - General Fund; Fund 207 - NPDES)

Row #	Fee Description	Unit	Notes	Adopted Fee
38	Water Master Plan	Actual Cost	Actual cost if printed outside / In-house printing charged at \$0.25 per page.	Actual Cost
39	Waste Water Master Plan	Actual Cost	Actual cost if printed outside / In-house printing charged at \$0.25 per page.	Actual Cost
40	CIP (Capital Improvement Project)	Actual Cost	Actual cost if printed outside / In-house printing charged at \$0.25 per page.	Actual Cost
41	Grading Erosion Sediment Ordinance	Actual Cost	Actual cost if printed outside / In-house printing charged at \$0.25 per page.	Actual Cost
42	City's Specs and Details (Pkg. of 2)	Actual Cost	Actual cost if printed outside / In-house printing charged at \$0.25 per page.	Actual Cost
43	City's Specs (Pkg. of 1)	Actual Cost	Actual cost if printed outside / In-house printing charged at \$0.25 per page.	Actual Cost
44	City's Detail (Pkg. of 1)	Actual Cost	Actual cost if printed outside / In-house printing charged at \$0.25 per page.	Actual Cost
45	Document Imaging Fees	Actual Cost	Flat fee	Actual Cost

Engineering

(Fund 110 - General Fund; Fund 207 - NPDES)

Row #	Fee Description	Unit	Notes	Adopted Fee
	A) When the developer submits plans, maps, or other documents for plan review, deposits equal to one half of the total estimated Engineering Improvement and/ or Grading Plan Review Fees shall be made to the Engineering Department. The Plan Check Fees are based upon the Engineer's Estimate, which shall also be provided at the time the plans are submitted. The deposit(s) shall be credited toward the final fee(s) as determined at engineering permit issuance based upon the final, approved Engineer's Estimate. The deposit shall be paid to the Engineering Department at the time of the developer's first plan submittal. - (revised 2009)			
	B) A new three-tiered fee structure is ADOPTED. This will eliminate the previous 8.75% flat fee.			
	C) For estimates based on cubic yards of material to be moved, see Engineering Fees chart for alternative calculation.			
	D) These costs only represent the Engineering costs. This is a multi-department activity, which will be charged by an hourly rate from all participating departments, which includes salary, benefits and overhead. A deposit may be required prior to beginning the work.			
	E) Transportation Permit Fee rate set by State of California in accordance with CVC 35795(b)(1).			
	F) The Countywide Construction General Permit for NPDES categorizes construction projects according to three risk levels according to project sediment risk and receiving water risk. Risk Level 1 are those projects issued permits by the Regional Water Quality Control Board prior to July 1, 2010. These projects are subject to minimum Best Management Practices (BMP) and visual monitoring only. Risk Level 2 projects have been determined to present a high sediment risk and low receiving water risk, or, a low sediment risk and high receiving water risk. Risk Level 3 projects have been determined to have both a high sediment risk and high receiving water risk. Risk Level 2 and 3 projects are required to implement BMPs and may be required to conduct sampling of storm water runoff to determine whether sediment and pH levels are within acceptable tolerances. If exceeded, the project site may be subject to more stringent controls and extended monitoring activities. Actual costs include staff time and time and materials for outside expenses. Surplus funds collected to be returned to applicant. Additional deposits may be required.			
	G) MAJOR SUBDIVISION MAP PROCESSING FEE			
	<u>1ST - 3 FINAL MAP CHECKS</u> <u>4TH Final Map Check</u>			
	5-50 LOTS	\$4,000	\$4,000 + \$800ea. additional map check	
	51-150 LOTS	\$4,500	\$4,500 + \$1,065ea. additional map check	
	151 OR MORE	\$5,000	\$5,000 + \$1,330ea. additional map check	
	<i>Note: If an Engineering study is contracted out (i.e., Traffic Study) on behalf of a project applicant, a 25% overhead charge may be used in lieu of staff time being tracked and charged directly.</i>			

Public Works - Water Service Charges

(Fund 501 - Water Operations; Fund 521 - Sewer Maintenance)

Row #	Fee Description	Unit	Notes	Adopted Fee
1	New Utility Account Set-up	MT6/MT7	includes opening/closing set up	\$35.00
2	Meter Shut Off and/or Meter Turn On	MT11/MT10	Delinquent Customer due to non-payment	\$160.00
3	Meter Shut Off and/or Meter Turn On -for Pulled Meter	MT4/MT5	Delinquent Customer-meter pulled	\$250.00
4	Meter Tampering fee	MT4	Illegal turn-on (meter pulled) but not reinstalled - No active account set up	\$135.00
5	After hours turn-ons	MT10	additional fee after 3pm turn-on requests	\$84.00
6	Verify meter reads (VMR/AMR)	MT3	1st meter reading is free	\$50.00
7	Fire hydrant meter - check or field read	MT3		\$34.00
8	Field Test - Water Meter			Actual Cost (\$300 Initial Deposit)
9	Sewer Back-up (customer's lateral)			Actual Cost
10	Bacteriological Testing - first		Performed by Water Quality Analyst	\$220.00
11	Bacteriological Testing - additional		Performed by Water Quality Analyst	\$73.00
12	New Hydrant Account Set-up			\$35.00
13	NSF	MT0	per Civil Code 1719, \$35 per subsequent check	\$25.00
14	ACH Reject	MT0	per Civil Code 1719	\$25.00
15	Credit Card Fraud		Research & PD reporting	\$75.00
16	Write-off/Collection Processing		Research/Reporting to Collection Agency	\$40.00
17	Meter Replacement due to tampering/damage	MT9	Tampering additional costs (damaged meter)	Actual Cost
18	Illegal Hook-Up		Unauthorized Access or Use (parts/materials not included)	\$437.00
19	Trip Charge		PW staff onsite requests. Cost would be similar to VMR - #6 fee	\$50.00

Effective February 2020, in accordance with Senate Bill 998 reconnection fee limits for low income customers (below the 200% federal poverty limit), the following fee charges as a result of low income customers being shut-off for non-payment shall be established as follows:

20	Meter Shut Off (low income only)	disconnection fee ONLY	\$74.00
21	Meter Turn On (low income only)	reconnection fee ONLY - adjusted by CPI annually thereafter	\$50.00
22	Meter Turn On-After Hours (low income only)	reconnection + after hours fee - adjusted by CPI annually thereafter	\$150.00

Community Services

(Fund 233 - CDBG; Fund 248 - Successory Agency Housing Fund; Fund 801 - Successory Agency to the former RDA)

Row #	Fee Description	Unit	Notes	Adopted Fee
1	Subordination Fee		plus City Attorney Cost	\$360.00
2	Payoff Demand Fee		per Gov. Code 2943	\$30.00
3	Release of Lien / Substitution of Trustee and Reconveyance Fee		per Gov. Code 2941. plus City Attorney Cost as needed	\$45.00
4	Notary Fee	per signature	per Gov. Code Section 8211	\$15.00
5	Disposition of Successor Agency Property Efforts			Actual Cost
6	Project/Program Review			Actual Cost
7	CDBG Administration			Actual Cost

* Actual Cost services will be billed at the fully burdened hourly rates of personnel involved, plus any third party or materials cost

Pittsburg - User Fee

Fully Burdened Hourly Rate Calculation - Full Time Employees

Fee Category	Position	Fully Burdened Hourly Rate
Building	Building Inspection Supervisor	140.24
Building	Combination Bldg. Inspector	109.91
Building	Permit Technician	92.72
City Attorney	City Attorney	265.39
City Attorney	Paralegal	109.95
City Clerk	City Clerk	33.39
City Clerk	Deputy City Clerk	134.11
City Clerk	Dir. Of Records & Council Serv	221.11
City Council	Councilmember	30.59
City Council	City Treasurer	30.21
City Manager	Administrative Specialist	94.40
City Manager	Assistant City Manager	236.49
City Manager	Assist to the City Manager	136.46
City Manager	City Manager	279.05
City Manager	Community Outreach Coordinator	97.01
Community Services	Director Of Community Services	188.59
Community Services	Sr Admin Analyst	120.90
Economic Development	Asst Dir Of Econ Dev & Rec	227.95
Economic Development	Recreation Supervisor	155.00
Economic Development	Adm Analyst II	157.69
Engineering	Admin Coordinator	102.77
Engineering	Assistant City Engineer	170.55
Engineering	City Engineer	181.86
Engineering	Civil Engineer I	119.57
Engineering	Civil Engineer II	134.90
Engineering	Compliance Principal	145.98
Engineering	Director Of Community Developm	208.51
Engineering	Engineering Technician I	100.00
Engineering	Engineering Technician II	112.24
Engineering	Office Assistant	70.50
Engineering	Permit Technician	97.29
Engineering	Sr Civil Engineer	152.60
Finance	Accountant I	89.67
Finance	Accountant II	98.03
Finance	Accounting Technician	81.50
Finance	Administrative Specialist	85.77

Pittsburg - User Fee

Fully Burdened Hourly Rate Calculation - Full Time Employees

Fee Category	Position	Fully Burdened Hourly Rate
Finance	Director Of Finance	202.16
Finance	Finance Division Manager	131.24
Finance	Financial Analyst	107.61
Finance	Payroll Specialist	89.08
Finance/Utility Billing	Revenue Operations Supervisor	146.64
Finance/Utility Billing	Account Clerk (1 of 2)	88.10
Finance/Utility Billing	Account Clerk (2 of 2)	97.20
Finance/Utility Billing	Accounting Technician	109.11
Housing Authority	Housing Manager	169.65
Housing Authority	Housing Inspector	113.68
Housing Authority	Housing Specialist	104.02
Housing Authority	Office Assistant	79.51
Human Resources	Dir Of Human Resources	202.60
Human Resources	Human Resources Analyst	115.16
Human Resources	Human Resources Specialist	99.19
Human Resources	Sr. Human Resources Analyst	129.87
Information Technology	IT Manager	198.68
Information Technology	IT Supervisor	178.81
Information Technology	IT GIS	158.95
Information Technology	IT Analyst	149.01
Island Energy	Adm Assistant (1 of 2)	106.07
Island Energy	Adm Assistant (2 of 2)	117.81
Island Energy	Administrative Officer	214.84
Island Energy	Power Company Manager	256.09
Island Energy	Utility Lineworker	155.15
Island Energy	Utility Supervisor	232.62
Island Energy	Utility Technician I	197.11
Island Energy	Utility Technician II	216.40
Marina	Adm Assistant (1 of 2)	103.49
Marina	Adm Assistant (2 of 2)	114.94
Marina	Harbormaster	192.46
Marina	Lead Marina Services Worker	145.65
Marina	Marina Maintenance Worker	116.69
Parks & Rec	Adm Assistant (1 of 2)	105.57
Parks & Rec	Adm Assistant (2 of 2)	117.25
Parks & Rec	Maintenance Assistant	102.78
Parks & Rec	Maintenance Aide - PT	28.40

Pittsburg - User Fee

Fully Burdened Hourly Rate Calculation - Full Time Employees

Fee Category	Position	Fully Burdened Hourly Rate
Parks & Rec	Maintenance Lead Worker	173.59
Parks & Rec	Maintenance Worker I	140.73
Parks & Rec	Maintenance Worker II	157.28
Parks & Rec	Office Assistant	98.79
Parks & Rec	Public Works Supervisor	195.09
Parks & Rec	Recreation Coordinator	132.37
Planning	Assistant Planner	141.67
Planning	Associate Planner	159.99
Planning	Planning Manager	207.27
Planning	Planning Technician	119.50
Planning	Senior Planner	180.48
Police Department	Chief Of Police	364.43
Police Department	Community Outreach Coordinator	120.06
Police Department	Community Services Specialist	114.71
Police Department	Crime Analyst	141.14
Police Department	Exec. Secretary To Chief	121.60
Police Department	Lead Comm. Services Spec.	128.54
Police Department	Lead Police Records Clerk	115.39
Police Department	Police Captain	324.69
Police Department	Police Evidence Technician	115.90
Police Department	Police Lieutenant	285.87
Police Department	Police Officer	205.91
Police Department	Police Records Clerk (1 Of 2)	92.96
Police Department	Police Records Clerk (2 Of 2)	103.35
Police Department	Police Records Supervisor	138.51
Police Department	Police Sergeant	239.45
Police Department	Police Services Administrator	166.79
Police Department	Property And Evidence Coord.	128.51
Power	Adm Analyst II	147.64
Power	Administrative Officer	219.54
Power	Environmental Affairs Manager	233.35
Power	Environmental Health Spec	160.23
Public Works	Accounting Technician	124.10
Public Works	Adm Assistant (1 of 2)	100.08
Public Works	Adm Assistant (2 of 2)	111.17

Pittsburg - User Fee

Fully Burdened Hourly Rate Calculation - Full Time Employees

		Fully Burdened Hourly Rate
Fee Category	Position	
Public Works	Administrative Specialist	130.59
Public Works	Assistant Dir. Of Public Works	241.65
Public Works	Dir. Of Public Works	292.26
Public Works	Electrician	173.83
Public Works	Equipment Mechanic	159.52
Public Works	Equipment Shop Supervisor	178.74
Public Works	Lead Pw Superintendent	231.98
Public Works	Maintenance Lead Worker	164.57
Public Works	Maintenance Worker I	133.42
Public Works	Maintenance Worker II	149.11
Public Works	Public Works Superintendent	228.46
Public Works	Public Works Supervisor	184.97
Public Works	Sweeper Operator	112.86
Water	Maintenance Lead Worker	135.25
Water	Maintenance Worker I	109.65
Water	Maintenance Worker II	122.55
Water	Public Works Supervisor	152.01
Water	Water Instrument/Maint Tech I	139.96
Water	Water Instrument/Maint Tech II	158.06
Water	Water Maintenance Mechanic I	139.96
Water	Water Maintenance Mechanic II	158.06
Water	Water Plant Apprent. Operator	103.41
Water	Water Plant Operator	155.38
Water	Water Plant Superintendent	200.15
Water	Water Plant Supervisor	187.79
Water	Water Quality Analyst I	126.21
Water	Water Quality Analyst II	146.84

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the matter of:

Adoption of a City Council Resolution)
to Approve the Amended City Master)
Master Fee Schedule)

RESOLUTION NO. 20-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the last Cost Allocation Plan and Comprehensive User Fee Study was done in 2015. Industry best practice recommends the study every three (3) to five (5) years to ensure fees charged are still reflective of actual costs; and,

WHEREAS, the City consulted with Willdan Financial Services (Willdan) to conduct the Cost Allocation Plan and Comprehensive User Fee Study of the City's various services and associated user fees; and,

WHEREAS, within the Cost Allocation Plan, Willdan analyzed the cost structure of the City's central service departments that provide services internally to operating departments in accordance with standard and accepted cost allocation principles to ensure central service department costs are appropriately allocated to the operating departments. Within the Comprehensive User Fee Study, Willdan employed various fee methodologies to identify costs associated with individual fees and program activities. These methodologies included, but were not limited to, interviews with department personnel to determine effort, timing, and complexity of each task identified; and,

WHEREAS, based on the results of the study, various fees in the Master Fee Schedule including the Personnel Full Cost Hourly Rates were updated to reflect the City's true costs of delivering these various services and activities. Additionally, new fees were identified, and some old fees discontinued; and,

WHEREAS, the results of the study are incorporated in the amended Master Fee Schedule staff recommends to the City Council for adoption; and,

WHEREAS, City fees charged shall be adjusted annually by the average Consumer Price Index (CPI), to account for any changes in direct labor or labor-related costs and/or any other costs that may affect the City's ability to cover current costs of services provided; and,

WHEREAS, in accordance with the law, the City Clerk has published a notice in the newspaper pertaining to the public hearing of this matter on December 28, 2019 and January 4, 2020.

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

Section 1. The City Council finds and determines that the above recitals are true and correct and are incorporated herein.

Section 2. The recommended fee adjustments could generate estimated additional revenue of \$160,208 in the General Fund, \$102,482 in the Water Enterprise Fund, \$27,562 in Marina, and \$26,316 in California Theatre, to be applied to the City's costs of providing services.

Section 3. The development fees within the amended Master Fee Schedule shall take effect after sixty (60) days following the adoption and the user and administrative fees 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 January 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Accept A Multipurpose Grant from the Environmental Protection Agency Brownfield Grant Program and Allocate the Grant Funds to the Waterfront Fund

MEETING DATE: January 21, 2020

EXECUTIVE SUMMARY

The City of Pittsburg applied for an \$800,000 Multipurpose Grant from the United States Environmental Protection Agency (EPA) which offers opportunities for environmental assessment, cleanup, and reuse planning of several brownfields throughout the City. The EPA has selected the City of Pittsburg to receive these funds.

FISCAL IMPACT

The grant amount of \$800,000 will be allocated into a separate account in the Waterfront Fund for environmental assessments, cleanups, and reuse planning of brownfields sites. The funds became available in October, 2019. Multipurpose grants require a \$40,000 cost share. Under the approved grant Work Plan, the cost share will be in the form of City staff time for several grant tasks.

RECOMMENDATION

City Council adopt the Resolution authorizing the acceptance of EPA Multipurpose Grant Funding and allocation of funding to the Waterfront Fund.

BACKGROUND

The City of Pittsburg has assumed several identities since its establishment in 1839, including a Gold Rush way station (1850's), coal mining town (1855), fishing, canning and heavy industrial hub (1906), World War II and Korean War staging area (1942-1954), and suburban bedroom community (1960-2010's). After a 34% population growth between 1990 and 2010, Pittsburg is in the midst of another identity shift, and has its sights on higher paying employers, modern recreational opportunities, and a walkable affordable mixed-use downtown core. Its progress however, has been impeded by brownfields that occupy over half of its waterfront area.

Old Town terminates at the marina, and has historically been flanked to the east and west by economic anchors like DOW Chemical, Tesoro Refining Corporation, Johns Manville, BNSF Railroad, Isle Capital, LLC, and NRG. While some of the companies remain in Pittsburgh, several have relocated and left brownfields behind. Brownfields are properties at which the expansion, redevelopment, or reuse may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. In alignment with its current revitalization, Pittsburgh lobbied and received custodial responsibility of its shoreline (Trust Lands) in 2011. This responsibility allows the City to enhance public waterfront access and utility while integrating its benefits into the surrounding area. In addition to the EPA Brownfield assessment funding received in 2017, this Multipurpose Grant opportunity is an important step in enabling Pittsburgh to combat pollution, blight, stagnation, and other externalities associated with its brownfields.

SUBCOMMITTEE FINDINGS

The Economic Development/Waterfront Subcommittee suggested staff continue seeking grant opportunities for waterfront and downtown revitalization at its October 2, 2018 meeting. The Subcommittee also supported the acceptance of grant funds at the June 25, 2019 meeting.

STAFF ANALYSIS

The Multipurpose grant offers unique flexibility as it allows funding to be spent on several phases of the brownfield revitalization process (outreach, assessment, remediation planning, remediation, and revitalization planning). Staff has identified several brownfield sites in the waterfront and opportunity zone areas that can benefit from these funds while adhering to the Waterfront, Economic Development, and sustainability values of the Trust Lands Use Plan, Northern Waterfront Economic Development Initiative, and City of Pittsburgh General Plan.

Attachments: Resolution
 Grant Announcement
 EPA Funding Award Letter
 Cooperative Agreement

Report Prepared By: _____
Sara Bellafronte, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Resolution to Accept a Multipurpose)
Grant from the United States Environmental)
Protection Agency Brownfield Grant Program and) RESOLUTION NO. 20-
Allocate the Grant Funds to the Waterfront Fund)

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, the City of Pittsburgh desires to address its brownfields in order to combat pollution, blight, stagnation and other externalities associated them; and

WHEREAS, the City of Pittsburgh applied for an \$800,000 Multipurpose Grant from the United States Environmental Protection Agency (EPA) Brownfield Program; and

WHEREAS, the United States Environmental Protection Agency has selected the City of Pittsburgh to receive an \$800,000 Multipurpose Grant.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

SECTION 1. Findings

- A. The recitals set forth are true and correct and incorporated herein.

SECTION 2. Authorization

- A. The City Council authorizes the acceptance of an \$800,000 Multipurpose Grant from the EPA Brownfields Grant Program.
- B. The City Manager, Assistant City Manager or his/her designee, is hereby authorized to execute in the name of the City of Pittsburgh all necessary forms for the purposes of accepting these funds and implementing and carrying out all grant activities.
- C. The Director of Finance is hereby authorized to allocate the grant funds to the Waterfront Fund in the name of the City of Pittsburgh and to be established in a separate account for the purpose of administering this grant.

SECTION 3. Adoption

- A. This Resolution will take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the twenty-first day of January, 2020 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

OVERVIEW

AGENCY: ENVIRONMENTAL PROTECTION AGENCY (EPA)
TITLE: FY19 Guidelines for Brownfields Multipurpose Grants
ACTION: Request for Proposals (RFP)
RFP NO: EPA-OLEM-OBLR-18-08

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO.: 66.818

DATE: The closing date and time for receipt of proposals is **January 31, 2019**, 11:59 p.m. Eastern Time (ET). Proposals must be submitted through www.grants.gov. Proposals received after 11:59 p.m. ET on January 31, 2019 will not be considered. Please refer to the *Due Date and Submission Instructions* in [Section IV.B.](#) and [Appendix 1](#) for further instructions.

SUMMARY: The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended by the Brownfields Utilization, Investment, and Local Development (BUILD) Act (P.L. 115-141), requires the U.S. Environmental Protection Agency (EPA) to publish guidance for grants to assess and clean up brownfield sites. EPA's Brownfields Program provides funds to empower states, communities, tribes, and nonprofit organizations to prevent, inventory, assess, clean up, and reuse brownfield sites.

Entities applying for Fiscal Year 2019 (FY19) Multipurpose Grants may not apply for FY19 Assessment Grants (EPA-OLEM-OBLR-18-06) or FY19 Cleanup Grants (EPA-OLEM-OBLR-18-07).

For the purposes of these guidelines, the term "grant" refers to the cooperative agreement that EPA will award to a successful applicant. Please refer to [Section II.C.](#) for a description of EPA's anticipated substantial involvement in the cooperative agreements awarded under these guidelines.

EPA urges applicants to review the FY19 Brownfields Frequently Asked Questions (FAQs), which can be found at <https://www.epa.gov/brownfields/frequently-asked-questions-about-multipurpose-assessment-rlf-and-cleanup-grants>.

In addition, prior to naming a contractor or subrecipient in your proposal, please carefully review [Section IV.G.](#) of these guidelines.

FUNDING/AWARDS: EPA anticipates awarding an estimated 10 Multipurpose Grants for an estimated \$800,000 per grant, subject to the quality of proposals received, availability of funds and other applicable considerations. EPA may expend up to 25% of the amount appropriated for Brownfield Grants on sites contaminated with petroleum.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105

June 10, 2019

Sara Bellafronte
City of Pittsburg, CA
sbellafronte@ci.pittsburg.ca.us

RE: Availability of U.S. Environmental Protection Agency Brownfields Funding

Dear Ms. Bellafronte:

Congratulations! The City of Pittsburg, California has been selected to receive an U.S. Environmental Protection Agency (EPA) Brownfields Multipurpose funding award of \$800,000. This letter lays out the programmatic and administrative materials needed to complete the funding award. This letter is not an official Notice of Award.

I will serve as the EPA Brownfields Project Officer for the City of Pittsburg's grant and will work with Ms. Bellafronte regarding programmatic issues, such as development of the work plan and implementation of the project once the award is made. I can be reached at 415-972-3846 or blazej.nova@epa.gov.

Darlene Fernandez is the EPA Grant Specialist who will assist the City of Pittsburg on the administrative aspects of the grant, such as processing the grant award document, as well as annual financial reporting. Ms. Fernandez can be reached at 415-972-3664 or Fernandez.darlene@epa.gov.

To complete your application, develop a project work plan and complete all the administrative forms listed below. I would like to set up a call at your earliest convenience to discuss the workplan and budget before you begin. **The draft workplan and budget are due June 19, 2019. All final materials are due to me via email by July 12, 2019.**

1. **Work Plan**: Use the attached template to develop a project work plan. The work plan is based on the project described in the original funding proposal.
2. **Administrative**: Complete and sign the forms listed below. Download the forms [here](#).
 - a. Budget Information for Non-Construction Programs (SF 424A)
 - b. Assurances for Non-Construction Programs (SF 424B)
 - c. Certification Regarding Lobbying (EPA Form 6600-06)
 - d. Pre-award Compliance Review Report (EPA Form 4700-4)
 - e. Key Contacts (EPA Form 5700-54)
 - f. Budget Detail (attached)

We recognize this is a short turnaround timeframe and appreciate your assistance. If you have questions, please contact me at 415-927-3846 or blazej.nova@epa.gov. Again, on behalf of the Brownfields Program and myself, congratulations on the City of Pittsburg's grant award. We look forward to supporting your work on this worthwhile project.

Sincerely,

Nova Blazej
Brownfields Team

Attachments: Work Plan Template
Budget Detail

cc: Darlene Fernandez, EPA Grants Specialist, MSD-6-1

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		GRANT NUMBER (FAIN): 99T90901	DATE OF AWARD 08/07/2019	
			MODIFICATION NUMBER: 0 PROGRAM CODE: BF		
			TYPE OF ACTION New		MAILING DATE 08/14/2019
			PAYMENT METHOD: ASAP		ACH# 90813
RECIPIENT TYPE: Municipal			Send Payment Request to: Las Vegas Finance Center email: lvfc-grants@epa.gov		
RECIPIENT: City of Pittsburg 65 Civic Avenue Pittsburg, CA 94565 EIN: 94-6000395			PAYEE: City of Pittsburg 65 Civic Avenue Pittsburg, CA 94565		
PROJECT MANAGER Sara Bellafronte 65 Civic Avenue Pittsburg, CA 94565 E-Mail: sbellafronte@ci.pittsburg.ca.us Phone: 925-252-4109		EPA PROJECT OFFICER Nova Blazej 75 Hawthorne Street, LND-2-1 San Francisco, CA 94105 E-Mail: blazej.nova@epa.gov Phone: 415-972-3846		EPA GRANT SPECIALIST Darlene Fernandez Grants Branch, MSD-6 E-Mail: fernandez.darlene@epa.gov Phone: 415-972-3664	
PROJECT TITLE AND DESCRIPTION BROWNFIELDS MULTI-PURPOSE COOPERATIVE AGREEMENT This agreement will provide funding for the City of Pittsburg, California to conduct a range of activities associated with the planning, assessment, and cleanup of brownfield sites in the City of Pittsburg's waterfront, downtown and manufacturing core (Opportunity Zone). The city will conduct: cleanup plans, workshops, and revitalization plans and workshops. Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This assistance agreement provides federal funding in the amount of \$800,000. See terms and conditions.					
BUDGET PERIOD 10/01/2019 - 10/31/2024	PROJECT PERIOD 10/01/2019 - 10/31/2024	TOTAL BUDGET PERIOD COST \$840,000.00	TOTAL PROJECT PERIOD COST \$840,000.00		
NOTICE OF AWARD					
Based on your Application dated 01/29/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$800,000. EPA agrees to cost-share 95.24% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$800,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9 Land, Chemicals & Redevelopment Division, LND-1 75 Hawthorne Street San Francisco, CA 94105			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Carolyn Truong - Grants Management Officer				DATE 08/07/2019	

EPA Funding Information

BF - 99T90901 - 0 Page 2

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 800,000	\$ 800,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 40,000	\$ 40,000
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 840,000	\$ 840,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose Assessment Revolving Loan Fund and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(4)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1909QE0176	19	E4	09Q2AG7	000D79	4114	G900NY00	-	400,000
-	1909QE0176	19	E4	09Q2AG7	000D79XBP	4114	G900OR00	-	400,000
									800,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$56,458
2. Fringe Benefits	\$20,542
3. Travel	\$8,000
4. Equipment	\$0
5. Supplies	\$2,000
6. Contractual	\$753,000
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$840,000
10. Indirect Costs: % Base <u>See term and condition</u>	\$0
11. Total (Share: Recipient 4.76 % Federal 95.24 %.)	\$840,000
12. Total Approved Assistance Amount	\$800,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$800,000
15. Total EPA Amount Awarded To Date	\$800,000

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at

<https://www.epa.gov/grants/grant-terms-and-conditions#general>

A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the U.S. EPA Las Vegas Finance Center (LVFC). The FFR will be submitted electronically to lvfc-grants@epa.gov no later than **December 30** of the same calendar year. The form with instructions can be found on LVFC's website at <https://www.epa.gov/financial/grants>.

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance 2 CFR Part 200.323 the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

State recipients must follow procurement procedures as outlined in 2 CFR Part 200.317.

C. Six Good Faith Efforts 40 CFR Part 33, Subpart C

Pursuant to 40 CFR Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

D. Utilization of Disadvantaged Business Enterprises

General Compliance, 40 CFR Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR Part 33.

Fair Share Objectives, 40 CFR Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR Section 33.411 some recipients may be exempt from the fair share objective requirements as described in 40 CFR Part 33, Subpart D. Recipients should work with their DBE coordinator if they think their organization may qualify for an exemption.

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA, exceeds the Simplified Acquisition Threshold as defined by the Federal Acquisition Regulation. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the [California State Water Resources Control Board \(CSWRCB\)](#) as follows:

	MBE	WBE
Construction	2%	1%
Equipment	2%	1%
Services	2%	1%
Supplies	2%	1%

The recipient accepts the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as [CSWRCB](#).

Negotiating Fair Share Objectives/Goals, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator, Elizabeth Armour at Armour.Elizabeth@epa.gov, within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120-day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

Contract Administration Provisions, 40 CFR Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR Section 33.302.

Bidders List, 40 CFR Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

E. MBE/WBE Reporting

General Compliance, 40 CFR Part 33, Subpart E – Reporting Condition

MBE/WBE reporting is required annually for the life of the grant. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the “Other” category, that exceed the Simplified Acquisition Threshold as defined by the Federal Acquisition Regulation, including amendments and/or modifications.

Based on EPA’s review of the planned budget, this award meets the conditions above and is subject to Disadvantaged Business Enterprise (DBE) Program reporting requirements. Conversely, the recipient must submit to the GrantsRegion9@epa.gov a justification and budget detail within 21 days of the award date demonstrating that this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a “MBE/WBE Utilization under Federal Grants, Cooperative agreements” report (EPA Form 5700-52A) on an annual basis. All procurement actions that are reportable, not just that portion which exceeds the Simplified Acquisition Threshold.

When completing the annual report, recipients are instructed to check the box titled “annual:” in section 1B of the form. For the final report, recipients must check the box indicated for the “last report” of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to GrantsRegion9@epa.gov and assigned EPA Grants Specialist. The current EPA Form 5700-52A is located at <https://www.epa.gov/grants/epa-form-5700-52a-united-states-environmental-protection-agency-minority-business>.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33, Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33, Subpart D.

F. Indirect Costs

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

Programmatic Conditions

Please see ATTACHMENT A, City of Pittsburg, BF-99T90901-0, FY19 Multipurpose Cooperative Agreement for Programmatic Terms and Conditions.

END OF DOCUMENT

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

DATE: December 16, 2019

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)

Mayor Killings called the meeting of the City Council to order at 7:12 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 5:00 P.M. for a Comprehensive User Fee Study presentation, and in Closed Session at 6:00 P.M. for the following items:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Section 54956.8):

Property: 610-690 Railroad Avenue (APN 085-390-077); Successor Agency Negotiator: Garrett Evans and Maria Aliotti; Negotiating Parties: Global Resources Trading LLC; Under Negotiation: Both price and terms of payment

Property: 351 Railroad Avenue (APN 085-108-004); Agency Negotiator: Garrett Evans and Janis Glover; Negotiating Parties: Tommy Thomas; Under Negotiation: Both price and terms of payment

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Pursuant to Section 54957):

City Manager

Prior to Closed Session, Wolfgang Croskey – representing Global Resources Trading LLC – addressed the City Council to see if any clarification was needed.

ROLL CALL

Member Craft is on medical leave. All others were present.

PLEDGE OF ALLEGIANCE

Chief Addington led the Pledge of Allegiance.

PROCLAMATIONS

3. Praxair 60th Anniversary

Maria Aliotti accepted the proclamation for Praxair.

The Mayor stated he will be recognizing one person and one organization at each meeting who Inspire Pittsburg during his tenure.

4. Inspire Pittsburg: People Who Care (PWC)

There was no one to receive the proclamation.

5. Inspire Pittsburg: Dorothy Mallari

Dorothy Mallari accepted the proclamation.

PRESENTATIONS

6. Measure M Citizens Oversight Committee Update

The update was presented by Greg Logaburn on behalf of the Committee.

7. Envision Pittsburg - General Plan Update Status

Ben Ritchie, from De Novo Planning Group, gave the General Plan Update status.

CITY MANAGER REPORTS/REMARKS

City Manager Evans announced upcoming events.

CITIZENS REMARKS

Edward Disibio, Pittsburg, commented on mistreatment by the Police Department.

Siu Ling, Pittsburg, commented on the success of the Big Chill ice rink.

COMMITTEE REPORTS

Mayor Killings reported he attended the Mayors Conference, the 2x2 School District committee meeting, and the Economic Development/Waterfront subcommittee meeting.

CONSIDERATION

10. Adoption of a City Council Resolution Allocating Funding and Approving the Five-Year Capital Improvement Program for Fiscal Years 2019/20 Through 2023/24

On Motion by Member Banales, seconded by Member Scales-Preston to adopt and carried by the following vote:

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

11. Adoption of a Minute Order to Initiate a Study to Amend the Railroad Avenue Specific Plan in Order to Allow Additional Office Uses within the Civic Center Sub-Area

On Motion by Member Banales, seconded by Member White to adopt and carried by the following vote:

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

12. Adoption of a City Council Resolution to Authorize the Use of General Fund Excess Reserves and Appropriate Funds for Loveridge Road Pavement Improvements

On Motion by Mayor Killings, seconded by Member Scales-Preston to adopt and carried by the following vote:

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

CONFLICT OF INTEREST STATEMENT

There were no conflict of interest statements.

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 Member White to adopt and carried by the following vote:

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

13. Minutes of November 18, 2019 and December 2, 2019

14. Adoption of a Pittsburg Power Company Resolution Accepting a \$40,000 Grant from the Y & H Soda Foundation and Increasing the Instructional Budget of the Future Build Program

15. Receive and File the Southwest Pittsburg Geological Hazard Abatement District II Annual Pre-Winter Inspection Report 2019

16. Adoption by Minute Order of Council Member Committee Assignments for 2020

17. Receive and File the Treasurer's Report for the Quarter Ending September 30, 2019
18. Adoption of a City Council Resolution Accepting the Plans and Specifications and Authorizing Award of Contract 2019-03, 2019/2020 CDBG ADA Curb Ramp Installation Project
19. Adoption of a City Council Resolution Approving a Consultant Agreement for Design of Contract 2018-03, BART Pedestrian and Bicycle Connectivity Project
20. Receive and File the Measure M Citizens Oversight Committee Report – Final Fiscal Year 2018-19 usage and Excess Carryforward to Fiscal Year 2019-20
21. Receive and File Staff's Report on the Review of Development Impact Fees Received by the City of Pittsburgh that are Subject to AB 1600 Reporting Requirements
22. Adoption of a City Council Resolution to Accept Contract 2019-02, East 14th Street Waterline Relocation Project as Complete and Authorize the City Engineer to File a Notice of Completion
23. Adoption of a City Council Resolution Approving the Fourth Amendment to the Exclusive Negotiating Rights Agreement (ENRA) with Discovery Builders, Inc., for a Single-Family Residential Development at Stoneman Park
24. Receive and File the Comprehensive Annual Financial Report ("CAFR") for the Fiscal Year Ended June 30, 2019, the Report to the City Council and Management for the Year Ended June 30, 2019, and Other Miscellaneous Audit Reports

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

Member Banales asked that a standing transportation committee be formed to discuss all transportation issues in the City and regionally.

On Motion by Member Banales, seconded by Member White to approve for a future agenda and carried by the following vote:

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

COUNCIL MEMBER REPORTS AND REMARKS

Member Scales-Preston thanked staff for all the work putting together the parade. She also thanked PAL for the skating excursion that included lunch and cookies.

Member White thanked staff for the parade, and PACF for the small business art gathering.

Mayor Killings thanked everyone for a great year and was excited about the energy on the Council as well as staff and noted the tone was set for the next decade.

Mayor Killings stated there was no reportable action taken in Closed Session regarding Item 1. The City Council re-convened in Closed Session at 8:10 P.M. to continue with Item 2.

ADJOURNMENT

The City Council meeting was adjourned at 8:50 P.M. to January 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: Adoption of a Minute Order Approving the July 1, 2020 – June 30, 2021 Recognized Obligation Payment Schedule for the Successor Agency for the Redevelopment Agency of the City of Pittsburg

MEETING DATE: January 21, 2020

EXECUTIVE SUMMARY

The Successor Agency for the Redevelopment Agency of the City of Pittsburg (Successor Agency) has prepared its Recognized Obligation Payment Schedule (ROPS) for the period of July 1, 2020 – June 30, 2021 (ROPS 20-21), pursuant to the Dissolution Act.

FISCAL IMPACT

There is no fiscal impact to adopting ROPS 20-21. Rather, ROPS 20-21 identifies the Successor Agency's anticipated financial obligations for July 1, 2020 – June 30, 2021. ROPS 20-21 will be reflected in the Successor Agency's budget that will be considered along with the City's budget in June 2020 for Fiscal Year 2020-2021.

RECOMMENDATION

Staff recommends that the Successor Agency Governing Board approve ROPS 20-21.

BACKGROUND

On June 29, 2011, the Governor signed into law AB 26x1, also referred to as the "Dissolution Act" which automatically suspended redevelopment activities and on December 29, 2011, the California State Supreme Court upheld the provisions of AB 26x1, thereby dissolving all redevelopment agencies on February 1, 2012.

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

On June 27, 2012, the Governor signed into law budget trailer bill AB 1484. AB 1484 imposed new requirements on successor agencies with regard to the submittal of the ROPS.

Budget trailer bill SB 107 was approved and signed by the Governor and took immediate effect on September 22, 2015. The primary purpose of SB 107 is to make technical and substantive amendments to the existing Dissolution Act. Pursuant Section 34177, as amended, changed the review of ROPS from semi-annual to annual.

Pursuant to Health and Safety Code Section 34179 (j), on and after July 1, 2018 in each county where more than one oversight board was created, there shall be only one countywide oversight board. As of July 1, 2018, the California Department of Finance (DOF) can only recognize the newly-created Countywide Oversight Board. The Successor Agency's ROPS and other oversight board required approved actions cannot be submitted to the DOF without the Countywide Oversight Board's approval.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

ROPS 20-21 consists of debt service-related expenses, administrative expenses, and other eligible enforceable obligation. Staff will submit ROPS 20-21 to the Countywide Oversight Board for its consideration on January 27, 2020. Upon receiving Countywide Oversight Board approval, ROPS 20-21 will be submitted to the DOF, the County Auditor-Controller's Office, and the California State Controller's Office on or before February 1, 2020.

ATTACHMENTS: ROPS 20-21

Report Prepared By: Maria Aliotti, Director of Community Services

Pittsburg

ROPS 2020-21 Annual

<u>Summary</u>		<u>Detail</u>	<u>Cash Balances</u>	<u>Submission</u>	
Requested Funding for Obligations					
			20-21A Total	20-21B Total	ROPS Total
A	Obligations Funded as Follows (B+C+D)		395,202	45,065	440,267
B	Bond Proceeds		0	0	0
C	Reserve Balance		0	0	0
D	Other Funds		395,202	45,065	440,267
E	Redevelopment Property Tax Trust Fund (RPTTF) (F+G)		15,164,791	18,223,085	33,387,876
F	RPTTF		14,987,114	18,045,408	33,032,522
G	Administrative RPTTF		177,677	177,677	355,354
H	Current Period Obligations (A+E)		15,559,993	18,268,150	33,828,143

Pittsburg

ROPS 2020-21 Annual

Summary		Detail		Cash Balances		Submission						
Filter											Export to Excel	
+	Item #	Obligation Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Total Outstanding Obligation	Total Requested Funding	Notes		
	2	TAB 1999	Bonds Issued On or Before 12/31/10	11/03/1999	09/01/2030	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service (Interest & principal) 822-41272-2303/2304 (TAB 1999)	80,345,000	-			
	3	TAB 1999	Fees	11/03/1999	09/01/2030	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service fiscal agent fees 822-41272-2318 (TAB 1999)	2,575	2,575			
	10	HSG TAB 06A	Bonds Issued On or Before 12/31/10	12/14/2006	09/01/2037	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service (Interest & Principal) 844-41284-2303/2304 (HSG 2006A)	11,291,799	206,200			
	11	HSG TAB 06A	Fees	12/14/2006	09/01/2037	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service fiscal agents/PFM Invest 844-41284-2318 (HSG 2006A)	2,300	2,300			
	27	Prefund August debt service of Senior & Housing Bonds (1999, 2014 & Housing Bonds)	Bonds Issued On or Before 12/31/10	11/03/1999	09/01/2030	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	Prefund senior & housing bonds debt service to fiscal agent (1999, & 2014 TABS & 2016A Hsg & 2006A HSG bonds) Balance Calendar Yr 2018	13,805,079	13,805,079			
	44	legal	Admin Costs	07/01/2018	06/30/2019	Meyers Nave	administration 801-41202-2101	-	-			
	45	auditing	Professional Services	07/01/2018	06/30/2019	Maze & Assoc 3748 Buskirk Ave. Suite 215 Pleasant Hill, CA 94523	administration 801-41202-2102	-	-			
	46	equipment rental	Admin Costs	07/01/2018	06/30/2019	City of Pittsburg	administration 801-41202-2231	-	-			

	Item #	Obligation Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Total Outstanding Obligation	Total Requested Funding	Notes
	49	444 Railroad Avenue (Griego lease)	Miscellaneous	10/01/2006	09/30/2021	Jason and Lisa Griego 446 Railroad Ave. Pittsburg, CA 94565	lease 801-41370-2234	-	-	
	62	utilities-gas	Property Maintenance	07/01/2018	06/30/2019	PG&E	Successor Agency programs (properties owned) 801-41370-1391	-	-	
	63	utilities-electric	Property Maintenance	07/01/2018	06/30/2019	PG&E	Successor Agency programs (properties owned) 801-41370-1392	-	-	
	68	maintenance & repairs	Property Maintenance	07/01/2018	06/30/2019	TBD	Successor Agency programs (properties owned) 801-41370-2219	10,000	10,000	
	69	property tax	Property Maintenance	07/01/2018	06/30/2019	Contra Costa Tax Assessor	Successor Agency programs (properties owned) 801-41372-2361	47,770	47,770	
	71	1999 RDA Bonds	Fees	11/03/1999	09/01/2030	BLX Group LLC Dept 34461 PO Box 39000 San Francisco, CA 94139	BLX Payments administrative fees- Fund 822	3,914	3,914	
	81	utilities-water	Property Maintenance	07/01/2018	06/30/2019	City of Pittsburg Water Dept.	Successor Agency programs (properties owned) 801-41370-1394	-	-	
	105	2014 RDA Refunded Bonds	Refunding Bonds Issued After 6/27/12	07/01/2014	12/01/2029	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service (Interest & Principal) 833-41285-2303/04 (TAB 2014)	26,167,125	679,125	
	107	2014 RDA Refunded Bonds	Fees	06/25/2014	12/01/2029	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service fiscal agent fees/PFM Investment 833-41280-2318 (TAB 2014)	2,472	2,472	
	109	2014 RDA Refunded Bonds	Fees	06/25/2014	12/01/2029	BLX Group LLC Dept 34461 PO Box 39000 San Francisco, CA 94139	Payment for Disclosure and Arbitrage calculation services	5,000	5,000	
	110	ECM v. Successor Agency – Judgment	Litigation	07/01/2004	06/30/2017	Berger Kahn, a Law Corporation 1 Park Plaza, Ste 340 Irvine, CA 92614-8516	Judgment in ECM lawsuit.	-	-	
	111	Administration	Admin Costs	07/01/2018	06/30/2019	City of Pittsburg	Administration 801-41202-xxxx Various Administrative Costs	355,354	355,354	
	118	HSG TAB 2016A Refunding	Refunding Bonds Issued After 6/27/12	02/10/2016	12/31/2030	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service (Interest & Principal) 845-41278-2303/2304 (HSG 2016A Refunding Bond)	10,747,357	194,754	

	Item #	Obligation Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Total Outstanding Obligation	Total Requested Funding	Notes
	119	2016A RDA Refunding Bonds	Refunding Bonds Issued After 6/27/12	02/10/2016	12/31/2030	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service (Interest & Principal) 834-41281-2303/2304 (2016A Refunding Bond)	156,363,625	6,004,250	
	120	2016B RDA Refunding Bonds	Refunding Bonds Issued After 6/27/12	02/10/2016	12/31/2019	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service (Interest & Principal) 835-41282-2303/2304 (2016B Refunding Bond)	-	-	
	121	2016C RDA Refunding Bonds	Refunding Bonds Issued After 6/27/12	02/10/2016	12/31/2022	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	debt service (Interest & Principal) 836-41270-2303/2304 (2016C Refunding Bond)	18,976,375	12,493,250	
	122	HSG TAB 2016A Refunding Bonds	Fees	02/10/2016	12/31/2030	BLX Group LLC Dept 34461 PO Box 39000 San Francisco, CA 94139	Payment for Disclosre and Arbitrage calculation services 845-41278-2318	2,000	2,000	
	123	2016A RDA Refunding Bonds	Fees	02/10/2016	12/31/2030	BLX Group LLC Dept 34461 PO Box 39000 San Francisco, CA 94139	Payment for Disclosre and Arbitrage calculation services 834-41281-2318	3,800	3,800	
	124	2016B RDA Refunding Bonds	Fees	02/10/2016	12/31/2019	BLX Group LLC Dept 34461 PO Box 39000 San Francisco, CA 94139	Payment for Disclosre and Arbitrage calculation services 835-41282-2318	-	-	
	125	2016C RDA Refunding Bonds	Fees	02/10/2016	12/31/2022	BLX Group LLC Dept 34461 PO Box 39000 San Francisco, CA 94139	Payment for Disclosre and Arbitrage calculation services 836-41270-2318	2,000	2,000	
	126	HSG TAB 2016A Refunding Bonds	Fees	02/10/2016	12/31/2030	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	Debt Service Fiscal Agent Fees 845-41278-2318	2,200	2,200	
	127	2016A RDA Refunding Bonds	Fees	02/10/2016	12/31/2030	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	Debt Service Fiscal Agent Fees 834-41281-2318	2,600	2,600	
	128	2016B RDA Refunding Bonds	Fees	02/10/2016	12/31/2019	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	Debt Service Fiscal Agent Fees 835-41282-2318	-	-	
	129	2016C RDA Refunding Bonds	Fees	02/10/2016	12/31/2022	Bank of New York Mellon Trust Company N.A. 100 Pine Street, Suite 3100 San Francisco, CA 94111	Debt Service Fiscal Agent Fees 836-41270-2318	2,300	2,300	

	Item #	Obligation Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Total Outstanding Obligation	Total Requested Funding	Notes
	130	East Bay Regional Park District	Miscellaneous	09/07/1993	12/31/2030	East Bay Regional Park District 2950 Peralta Oaks Ct., Oakland, CA 94605	EBRPD/RDA Payment/Agreement to Assist Regional Facilities within the vicinity of Pittsburg	-	-	
	131	Hsg TAB 2006A	Fees	12/14/2006	09/01/2037	BLX Group LLC Dept 34461 PO Box 39000 San Francisco, CA 94139	Payment for Disclosre and Arbitrage calculation services 844-41284-2318	1,200	1,200	
	132	Investment Advisory Services for Bond Reserves (1999 and 2014 Bonds)	Fees	07/01/2018	09/01/2030	Chandler Asset Management 6225 Lusk Blvd., San Diego, CA 92121	Payment for Investment Management Services (replaces PFM investment services)	-	-	

Pittsburg

ROPS 2020-21 Annual

[Summary](#)
[Detail](#)
[Cash Balances](#)
[Submission](#)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [Cash Balance Tips](#).

[Export to Excel](#)

Note: Cash Balances data is auto-saved.

July 1, 2017 through June 30, 2018

(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H
		Bond Proceeds		Fund Sources	Other Funds	RPTTF	
	ROPS 17-18 Cash Balances (07/01/17 - 06/30/18)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Reserve Balance	Rent, Grants, Interest, etc.	Non-Admin and Admin	Comments
				Prior ROPS RPTTF and Reserve Balances retained for future period(s)			
1	Beginning Available Cash Balance (Actual 07/01/17) RPTTF amount should exclude "A" period distribution amount	1,434,743	13,627,751		18,584,437		Restate beginning available fund balance F1+\$291,567
2	Revenue/Income (Actual 06/30/18) RPTTF amount should tie to the ROPS 17-18 total distribution from the County Auditor-Controller	46,157	234,662		853,292	27,212,449	
3	Expenditures for ROPS 17-18 Enforceable Obligations (Actual 06/30/18)	65,164	763,081		17,665,349	27,212,449	Items C3 and D3 include transfer of interest earnings (\$280,819) from
4	Retention of Available Cash Balance (Actual 06/30/18) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	1,415,736	13,099,332		1,332,113		C4, D4 include reserves retained by fiscal agent. F4 - funds to be used in future ROPS Cycles

5	ROPS 17-18 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 17-18 PPA form submitted to the CAC	No entry required									
6	Ending Actual Available Cash Balance (06/30/18) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$	0	\$	0	\$	0	\$	440,267	\$	0



**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: January 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 change to master pay schedule reflects the 2020 minimum wage changes to the seasonal classifications. The salary range changes were approved by the City Council on January 16, 2018 and Resolution Number 18-13424.

The adoption of the resolution will comply with CalPERS' interpretation of the requirements of Code of Regulations section 570.5 by amending the single master pay schedule already on the City's website representing all previously approved actions on the individual classifications of the pay schedule.

ATTACHMENTS:

Resolution
Pay Schedule

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)
Amending Previously Adopted Employee)
Pay and Listing All Employee Compensation) RESOLUTION No. 20-
on a Publicly Available Master Pay Schedule)

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the California Public Employees' Retirement System (CalPERS), has requested all CalPERS employers list their compensation levels on one document, approved and adopted by the governing body, in accordance with California Code of Regulations section 570.5, and meeting all of the following requirements thereof:

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- Identifies the position title for every employee position;
- Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- Indicates an effective date and date of any revisions;
- Is retained by the employer and available for public inspection for not less than five years; and
- Does not reference another document in lieu of disclosing the pay rate; and

WHEREAS, the City now desires to amend previously approved compensation levels for all bargaining groups and all compensation plans of the City of Pittsburg in one publicly available master pay schedule;

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

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated.

Section 2. The City Council adopt this Resolution amending previously approved compensation levels for all bargaining groups and all compensation plans of the City of Pittsburg in one publicly available master pay schedule.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh on the 21st day of January 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, 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 Engineer	920	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC
Assistant City Manager	950	07/14/19	14,744				18,815			18,815	Sr. Exec Team
Asst. Director of Economic Dev & Recreation	887	07/14/19	10,700				13,004			13,004	Mgmt Group
Assistant Director of Finance	887	07/14/19	10,700				13,004			13,004	Mgmt Group
Assistant Director of Public Works	895	07/01/18	11,195	11,755	12,343	12,960	13,608			13,658	MPC
Assistant Planner	450	07/01/18	6,212	6,523	6,849	7,191	7,551			7,979	MPC
Assistant to the City Manager	835	07/14/19	10,278				12,492			12,492	Mgmt Group
Associate Planner	740	07/01/18	7,191	7,551	7,929	8,325	8,741			9,228	MPC
Building Inspection Supervisor	810	07/01/18	8,755	9,193	9,653	10,136	10,643			10,693	MPC
Business Development Manager	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Business License Coordinator	315	07/01/18	5,500	5,775	6,064	6,367	6,685			6,735	AFSCME
Chief Building Official	895	07/01/18	11,195	11,755	12,343	12,960	13,608			13,658	MPC
Chief of Police	955	07/14/19	15,022				18,991			23,074	Sr. Exec Team
City Attorney	943	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	02/04/19					20,551			20,551	Contract
City Treasurer							470			470	Elected Official
Civil Engineer I	510	07/01/18	6,494	6,819	7,160	7,518	7,894			8,339	MPC
Civil Engineer II	780	07/01/18	7,519	7,895	8,290	8,705	9,140			9,647	MPC
Combination Building Inspector	520	07/01/18	6,522	6,848	7,190	7,549	7,926			7,976	AFSCME
Community Outreach Coordinator	315	07/01/18	5,500	5,775	6,064	6,367	6,685			6,735	AFSCME
Community Relations Manager	700	07/01/18	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Community Services Specialist	258	07/01/18	5,184	5,443	5,715	6,001	6,301			6,351	AFSCME
Compliance Principal	830	07/01/18	8,261	8,674	9,108	9,563	10,041			10,593	MPC
Contract Analyst	390	07/01/18	5,826	6,117	6,423	6,744	7,081			7,131	MPC
Crime Analyst	700	07/01/18	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Customer Service Representative	95a	07/01/18	3,372	3,541	3,718	3,904	4,099			4,149	AFSCME
Deputy City Clerk	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC
Development Manager	890	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC

CLASSIFICATION	RANGE	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 Specialist	210	07/01/18	4,898	5,143	5,400	5,670	5,954			6,004	AFSCME
Human Resources Analyst	700	07/01/18	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Human Resources Manager	890a	07/14/19	10,278				12,492			12,492	Mgmt Group
Human Resources Specialist	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC
Information Technology Analyst I	420	07/15/19	6,011	6,312	6,628	6,959	7,307			7,357	MPC
Information Technology Analyst II	720	07/15/19	7,037	7,389	7,758	8,146	8,553			8,603	MPC
Information Technology Manager	855	10/01/18	8,985	9,434	9,906	10,401	10,921			10,971	MPC
Finance Division Manager	855	07/01/18	8,985	9,434	9,906	10,401	10,921			10,971	MPC
Lead Community Services Specialist	415	07/01/18	6,001	6,301	6,616	6,947	7,294			7,344	AFSCME
Lead Electrical Technician	705	08/19/19	6,959	7,307	7,672	8,056	8,459			9,136	Teamsters
Lead Marina Services Worker	320	07/01/18	5,558	5,836	6,128	6,434	6,756			7,094	Teamsters
Lead Police Records Clerk	255	07/01/18	5,225	5,486	5,760	6,048	6,350			6,400	AFSCME
Lead Public Works Superintendent	885	07/01/18	10,685	11,219	11,780	12,369	12,987			13,037	MPC
Maintenance Assistant	95	07/01/18	3,372	3,541	3,718	3,904	4,099			4,304	Teamsters
Maintenance Ld Worker - Env. Services/Fac. Util.	320	07/01/18	5,558	5,836	6,128	6,434	6,756			7,296	Teamsters
Maintenance Worker I - Env. Services/Fac. Util.	140	07/01/18	4,148	4,355	4,573	4,802	5,042			5,445	Teamsters
Maintenance Worker II - Env. Services/Fac. Util.	200	07/01/18	4,801	5,041	5,293	5,558	5,836			6,303	Teamsters
Office Assistant	95a	07/01/18	3,372	3,541	3,718	3,904	4,099			4,149	AFSCME

CLASSIFICATION	RANGE	EFFECTIVE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	*Max/w all incentives	UNIT
Payroll Specialist	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC
Permit Technician	260	07/01/18	5,253	5,516	5,792	6,082	6,386			6,436	AFSCME
Pest Control Specialist	470	07/01/18	6,243	6,555	6,883	7,227	7,588			7,967	Teamsters
Planning Manager	890	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC
Planning Technician	260	07/01/18	5,253	5,516	5,792	6,082	6,386			6,436	AFSCME
Police Captain	650	07/14/19	12,730	13,366	14,034	14,736	15,473	16,247		20,552	PMG
Police Evidence Technician	260	07/01/18	5,253	5,516	5,792	6,082	6,386			6,436	AFSCME
Police Lieutenant	640	07/14/19	11,097	11,652	12,235	12,847	13,489	14,163		17,916	PMG
Police Officer	600	07/14/19	6,053	6,356	6,674	7,008	7,358	7,726	8,112		POA
Police Officer (Continuation of Steps H & I)								8,518	8,944	12,479	POA
Police Records Clerk (Part 1 of 2)	110	07/01/18	3,898	4,093	4,298	4,513	4,739			4,789	AFSCME
Police Records Clerk (Part 2 of 2)	180	07/01/18	4,512	4,738	4,975	5,224	5,485			5,535	AFSCME
Police Records Supervisor	540	07/01/18	6,590	6,920	7,266	7,629	8,010			8,060	MPC
Police Sergeant	625	07/14/19	8,599	9,029	9,480	9,954	10,452	10,975		16,078	POA
Police Services Administrator	830	07/01/18	8,261	8,674	9,108	9,563	10,041			10,091	MPC
Power Company Manager	920a	07/14/19	11,455				13,923			13,923	Mgmt Group
Property and Evidence Coordinator	410	07/01/18	5,999	6,299	6,614	6,945	7,292			7,342	AFSCME
Public Works Superintendent	880	07/01/18	9,230	9,691	10,176	10,685	11,219			11,269	MPC
Public Works Supervisor	530	07/01/18	6,601	6,931	7,278	7,642	8,024			8,074	MPC
Purchasing Analyst	720	07/01/18	7,037	7,389	7,758	8,146	8,553			8,603	MPC
Records Specialist	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	AFSCME
Recreation Coordinator	230	07/01/18	5,055	5,308	5,573	5,852	6,145			6,195	AFSCME
Recreation Supervisor	550	07/01/18	6,603	6,933	7,280	7,644	8,026			8,076	MPC
Redevelopment Project Manager	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Revenue Operations Supervisor	745	10/15/18	7,238	7,600	7,980	8,379	8,798			8,848	MPC
Senior Administrative Analyst	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Senior Civil Engineer	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Senior Combination Building Inspector	760	07/01/18	7,328	7,694	8,079	8,483	8,907			8,957	MPC
Senior Financial Analyst	790	07/01/18	8,200	8,610	9,040	9,492	9,967			10,017	MPC
Senior Human Resources Analyst	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Senior Information Technology Analyst	820	07/15/19	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Senior Planner	840	07/01/18	8,326	8,742	9,179	9,638	10,120			10,676	MPC
Senior Redevelopment Project Manager	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Sweeper Operator	140	07/01/18	4,148	4,355	4,573	4,802	5,042			5,294	Teamsters
Utility Lineworker	420	02/19/19	6,011	6,312	6,628	6,959	7,307			7,453	Teamsters
Utility Supervisor	810	07/01/18	8,755	9,193	9,653	10,136	10,643			10,693	MPC
Utility Technician - (Electric/Gas)	805	07/01/18	7,711	8,097	8,502	8,927	9,373			9,842	Teamsters
Water Instrument/Maintenance Technician I	480	07/01/18	7,040	7,392	7,762	8,150	8,558			8,986	Teamsters
Water Instrument/Maintenance Technician II	750	07/01/18	8,150	8,557	8,985	9,434	9,906			10,401	Teamsters
Water Maintenance Mechanic I	480	07/01/18	7,040	7,392	7,762	8,150	8,558			8,986	Teamsters
Water Maintenance Mechanic II	750	07/01/18	8,150	8,557	8,985	9,434	9,906			10,401	Teamsters
Water Plant Apprentice Operator	200	07/01/18	4,801	5,041	5,293	5,558	5,836			6,128	Teamsters
Water Plant Operator	560	07/01/18	7,071	7,425	7,796	8,186	8,595			9,755	Teamsters
Water Plant Superintendent	883	07/01/18	9,692	10,177	10,686	11,220	11,781			12,231	MPC
Water Plant Supervisor	810	07/01/18	8,755	9,193	9,653	10,136	10,643			11,722	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 to Approve the Amendment One to the Memorandum of Understanding with Discovery Builders, Inc. for Stormwater Facility Credits

MEETING DATE: January 21, 2020

EXECUTIVE SUMMARY

In 2016, the City entered into a Memorandum of Understanding (“MOU”) with Discovery Builders, Inc. regarding construction of certain amenities at John Buckley Square to meet their required mitigation for stormwater impacts from developments within the watershed. If approved, the amendment would recognize additional stormwater facility credits for additional facilities the developer built on Carion Court.

FISCAL IMPACT

There is no fiscal impact with this action. Discovery Builders is obligated by Development Agreement to continue to annex parcels into Community Facilities District (CFD 2016-1) Maintenance of Project Facilities in order to fund the continuous maintenance of the stormwater facilities constructed.

RECOMMENDATION

City Council adopt the attached resolution approving Amendment One to the Memorandum of Understanding between the City of Pittsburg and the Discovery Builders, Inc. for stormwater facility credits.

BACKGROUND

The City’s National Pollutant Discharge Stormwater (NPDES) permit requires projects to mitigate for the impacts of newly constructed impervious surfaces on storm water. The City’s permit allows developers to fulfill their stormwater mitigation by constructing stormwater facilities off-site as alternative compliance measures.

Discovery Builders, Inc. partnered with the City for the construction of facilities at John Buckley Square, a public park. The improvements constructed exceeded the developer's required mitigation for its Greystone residential development project. The overage results in a credit of 78,408 square feet of a stormwater mitigation facility that can be applied to meet or offset required stormwater mitigation work for another development project within the watershed.

On May 16, 2016, the City executed an MOU with the developer to document the amount of stormwater improvement credit recognized for its construction of the stormwater facility.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

Developer has begun construction of an offsite stormwater facility at the end of Carion Court. Once complete, this facility will exceed the stormwater mitigation required for the Edgewater multi-family residential project, resulting in additional credit of 32,403 square feet of stormwater mitigation facility.

Amendment One to the MOU memorializes the additional stormwater facility credit balance available to the Developer to be used as mitigation for future development projects. If approved, the amendment will revise the total credit available to 110,811 square feet.

ATTACHMENTS: Resolution
 First Amendment to Memorandum of Understanding

Report Prepared By: Jolan Longway
 Clean Water Program Coordinator

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Approving Amendment	)	
One to the Memorandum of	)	RESOLUTION NO. 20-
Understanding Between the City and	)	
Discovery Builders, Inc.	)	
<u>For Stormwater Facility Credits</u>	)	

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, on May 16, 2016 the City entered into a Memorandum of Understanding ("MOU") with Discovery Builders, Inc. ("Developer") regarding the construction of certain amenities at John Buckley Square to meet stormwater mitigation obligations for its development projects within the watershed; and

WHEREAS, the Developer partnered with the City for the construction of facilities at John Buckley Square. The improvements constructed exceeded Developer's stormwater project obligation for the Greystone residential project, resulting in a Credit of 78,408 square feet of a stormwater mitigation facility; and

WHEREAS, it is to the City's advantage for the Developer to construct an offsite stormwater facility at the end of Carion Court; and

WHEREAS, the construction of this facility exceeds Developer's stormwater project mitigation obligation for the Edgewater project, resulting in additional stormwater facility credit of 32,403 square feet of stormwater facility for a total combined mitigation credit of 110,811 square feet; and

WHEREAS, the intent of this Amendment One is to memorialize the additional stormwater facility fee credit available to Developer to be used for other projects.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburgh hereby approves and authorizes the City Manager to execute Amendment One to the Memorandum of Understanding.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Recorded at the Request of and
When Recorded Return to:

City of Pittsburg
Office of City Clerk
65 Civic Avenue
Pittsburg, CA 94565

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This First Amendment ("First Amendment") to the May 16, 2016 Memorandum of Understanding ("2016 MOU"), attached hereto and incorporated herein, is made on 12 - 2 - 2019 ("Effective Date"), by and between Discovery Builders, Inc. ("Developer") and the City of Pittsburg, a California municipal corporation ("City"). The Developer and the City shall collectively be referred to as "the Parties".

WHEREAS, the parties entered into the 2016 MOU which, among other things, provided that the City would provide Developer a certain amount of C.3 credits to be used on development projects within the City of Pittsburg;

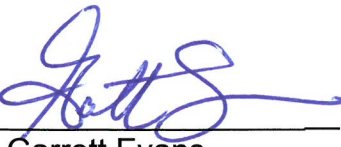
WHEREAS, the development of the Edgewater Apartment project and retrofit of the existing basin at the end of Carion Ct. by Developer in the City has resulted in additional credits which will be provided to Developer to be used on development projects within the City of Pittsburg.

NOW, THEREFORE, the Parties hereto agree as follows:

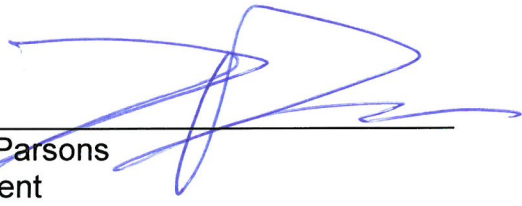
1. The foregoing Recitals are true and correct and made a part hereof.
2. Developer shall receive 32,403 square feet of C.3 credits due to the Edgewater Carion Ct. basin retrofit project in addition to the 78,408 square feet of C.3 credits it received pursuant to the 2016 MOU.
3. All other provisions of the 2016 MOU remain unchanged.
4. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

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

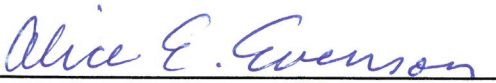
THE CITY OF PITTSBURG:

By: 
Garrett Evans
City Manager

DISCOVERY BUILDERS, INC.

By: 
Louis Parsons
President

Attest:


Alice Evenson, City Clerk

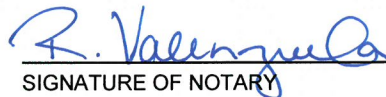
Approved as to Form:


Donna Mooney, City Attorney

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 2, 2019, before me, R. VALENZUELA, a Notary Public, personally appeared **LOUIS PARSONS**, 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: _____

ACKNOWLEDGMENT

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.

State of California
County of Contra Costa)

On December 2, 2019 before me, Alice E. Evenson, City Clerk
(insert name and title of the officer)

personally appeared Garrett Evans,
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.

Signature Alice E. Evenson (Seal)





**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 a \$6,000 Grant from Contra Costa County for Census 2020 Outreach, Education and Awareness

MEETING DATE: January 21, 2020

EXECUTIVE SUMMARY

The City applied to Contra Costa County (County) for the Census 2020 Outreach, Education and Awareness grant to support the County in its efforts to ensure all Contra Costa residents are counted in the upcoming Census. The City was awarded \$6,000 (Grant) and is seeking approval to accept the Grant.

FISCAL IMPACT

There is no increased cost or fiscal impact to the City's General Fund. Grant funds will be used for targeted mailing efforts, video contest prize for junior high and high school students in Pittsburg, and to establish the Senior Center as a Questionnaire Assistance Kiosk.

RECOMMENDATION

City Council adopt the Resolution to accept the Grant from the County and authorize the City Manager to take any and all administrative actions to ensure that the Grant funds are utilized according to the Interagency Agreement with the County.

BACKGROUND

The United States Census is a constitutional mandate and is one of the most important processes conducted every 10 years. The Census is the process of counting each person living in the United States and is organized by the U.S. Census Bureau. Census data is used to allocate billions of dollars in federal funds to support communities and determine political representation at all levels of government. It is also an opportunity for every individual in the United States to be counted and acknowledged as part of their respective communities.

Historically, people of color, immigrants, low-income communities, children, and seniors are undercounted in the Census. An undercount could result in a decrease in federal resources for communities and congressional representation.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The City has partnered with the County in its Census outreach efforts to increase the self-response rate in the County by working with trusted messengers and providing local resources. There are three ways that the U.S. Census Bureau will initially collect responses: online, by phone, and by mail. Grant funds will be used to:

- 1) Print and mail out messaging materials in English and Spanish to show the importance of filling out the questionnaire for each person residing at the address;
- 2) Two video contests with a \$1,000 cash prize to each winning school
 - Pittsburg Unified School District junior high and high schools
 - Private or County administered junior high and high schools
 - Video will be judged on the following:
 - o Accuracy of messaging
 - o Is the video easy to understand?
 - o Does it make you want to fill out the Census form?
- 3) Flyers will be printed and distributed to senior housing facilities, apartment complexes, and neighborhoods identified as having no home internet or dial up only service. The Flyers will state that the Pittsburg Senior Center has been designated as a Questionnaire Assistance Kiosk location where residents can use the computers to fill out the online questionnaire. City staff will be able to provide general assistance about the Census.

Census day is April 1, 2020 and it is the County and City's goals to ensure that every person is counted.

ATTACHMENTS: Resolution
Interagency Agreement with the County

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution	)	
Accepting a Grant for \$6,000 from	)	RESOLUTION NO. 20-
Contra Costa County for Census 2020	)	
<u>Outreach, Education and Awareness</u>	)	

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, the United States Census is a constitutional mandate and is one of the most important processes conducted every 10 years. The Census is the process of counting each person living in the United States and is organized by the U.S. Census Bureau; and

WHEREAS, Census data is used to allocate billions of dollars in federal funds to support communities and determine political representation at all levels of government. It is also an opportunity for every individual in the United States to be counted and acknowledged as part of their respective communities; and

WHEREAS, historically, people of color, immigrants, low-income communities, children, and seniors are undercounted in the Census. An undercount could result in a decrease in federal resources for communities and congressional representation; and

WHEREAS, the City applied to Contra Costa County (County) for the Census 2020 Outreach, Education and Awareness grant to support the County in its efforts to ensure all Contra Costa residents are counted in the upcoming Census; and

WHEREAS, the City was awarded \$6,000 (Grant) and is seeking approval to accept the Grant; and

WHEREAS, the City has partnered with the County in its Census outreach efforts to increase the self-response rate in the County by working with trusted messengers and providing local resources; and

WHEREAS, Census day is April 1, 2020 and it is the County and City's goals to ensure that every person is counted.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council hereby adopts the Resolution accepting the Grant and authorizes the City Manager to take any and all administrative actions to ensure that the Grant funds are utilized according to the Interagency Agreement with the County.

Section 3. The City Clerk shall certify to the adoption of this Resolution.

Section 4. This Resolution becomes effective immediately upon adoption.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

INTERAGENCY AGREEMENT
(Agency Provides Services)

Number
Fund/Org#
Account #
Other #

1. **Contract Identification.**

Department:

Subject: Interagency Agreement between Contra Costa County County Administrator's Office and Agency named below for Census 2020 Outreach, Education and Motivation.

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:

Agency: City of Pittsburg (hereinafter "Agency")

Capacity: A public agency

Address: 65 Civic Avenue, Pittsburg, CA 94565

3. **Term.** The effective date of this Agreement is November 15, 2019 and it terminates on October 30, 2020 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Agency under this Agreement shall not exceed \$6,000.00.

5. **County's Obligations.** County shall pay Agency for its provision of the services as set forth in the attached Payment Provisions which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Agency's Obligations.** Agency shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: See attached Service Plan.

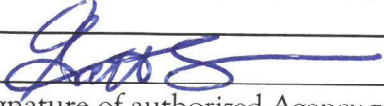
9. **Legal Authority.** This Agreement is entered into under and subject to the following legal authorities: Government Code Section 31000.

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By _____ Chairman/Designee	By _____ Deputy

AGENCY

By  (Signature of authorized Agency representative) Garrett Evans, City Manager (Print name and title A)	By _____ (Signature of authorized Agency representative) _____ (Print name and title B)
--	--

PAYMENT PROVISIONS
(Fee Basis Contracts - Long and Short Form)

Number

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- ☐ a. \$ monthly, or
- ☐ b. \$ per unit, as defined in the Service Plan, or
- ☐ c. \$ after completion of all obligations and conditions herein.
- ☒ d. Other: As set forth in the attached Additional Provisions (S-2).

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials:

Contractor

County Dept.

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services - Long Form)

Number:

ACKNOWLEDGMENT

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.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On December 4, 2019 (Date),

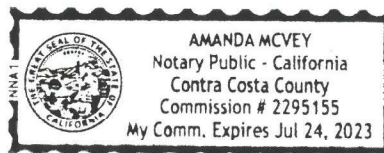
before me, Amanda McVey, Notary Public (Name and Title of the Officer),
personally appeared, Garrett Evans

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.

Amanda McVey
Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

By: _____
Designee

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: Julie Green
Designee

SERVICE PLAN OUTLINE
(Purchase of Services - Long Form)

Number

SERVICE PLAN

- A. **Contractor's Obligations.** During the term of this Contract, Contractor shall implement the following strategies to reach Hard-to-Count populations to increase participation in the 2020 Decennial Census.
- a. Contractor shall attend approved Census Training provide by the County.
 - b. Contractor shall provide Outreach, Education, and Awareness estimated activities listed on Attachment A-1.
 - c. Contractor shall provide an estimated Questionnaire Assistance as listed on Attachment A-2.
 - d. Contractor shall provide a report of all events, outreach, and assistance for activities covered in the grant to include a final grant report consolidating all events.
- B. **County's Obligations.**
- a. Supply contractor with Census Training, Resource Library, Census Button upon completion of training.
- C. **Payment Provisions.**
- Total Payment Limit \$6,000
- Payment Schedule.
- Contractor will invoice the County the following amounts:
- a. 50% (\$3,000) of the contract amount upon completion of the approved Census Training.
 - b. 50% (\$3,000) of the contract amount upon completions of the consolidated Final Grant Report.

Initials: _____

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. Termination and Cancellation.

- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
- c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. Modifications and Amendments.

- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
 - b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.



Contractor



County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. Choice of Law and Personal Jurisdiction.

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

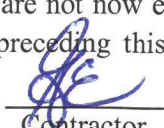
11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

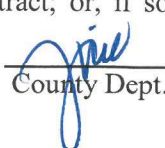
12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so

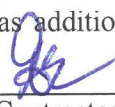

Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
 - a. **Commercial General Liability Insurance**. For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

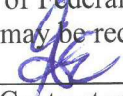
services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.

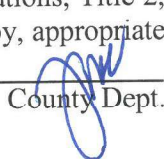
- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice

GENERAL CONDITIONS
(Purchase of Services - Long Form)

requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.
26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.
27. **Required Audit.**
- If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
 - If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
 - If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate


Contractor


County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

officials of the federal awarding agency, the General Accounting Office , the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.
28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.


Contractor


County Dept.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Pittsburgh	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☒ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) 65 Civic Avenue	Requester's name and address (optional)
6 City, state, and ZIP code Pittsburg, CA 94565	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
9	4		-	6	0	0	3	9	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶ **LaRonda Jones**

Digitally signed by LaRonda Jones
DN: cn=LaRonda Jones, o=City of Pittsburgh, ou=Accounts Payable,
email=loronda.jones@pittsburg.ca.us, c=US
Date: 2015.12.04 14:39:08 -0500

Date ▶ **12/04/19**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CERTIFICATE OF COVERAGE

NAME AND ADDRESS OF AGENCY:

Municipal Pooling Authority of Northern California

P.O. Box 67

Walnut Creek, CA 94596

(925) 943-1100 * FAX (925) 946-4183

ORGANIZATION AFFORDING COVERAGE:

Municipal Pooling Authority of Northern California

NAME AND ADDRESS OF COVERED ENTITY:

City of Pittsburg

Karen Chang

Accounting

65 Civic Avenue

Pittsburg, CA 94565

This is to certify that coverage agreements listed below have been issued to the covered parties named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the coverage agreements described herein is subject to all the terms, exclusions, and conditions of such coverage agreements.

TYPE OF COVERAGE	COVERAGE AGREEMENT NUMBER	COVERAGE AGREEMENT EXPIRATION	LIMITS OF LIABILITY per occurrence
General Liability	MPA19-20	6/30/2020	Bodily Injury, Property Damage, Personal Injury Combined \$500,000
Auto Liability	MPA19-20	6/30/2020	Bodily Injury, Property Damage, Personal Injury Combined \$500,000
Auto Collision and Comprehensive			\$3,000 Deductible Police Vehicles \$2,000 All Other Vehicles Limit of Liability = \$250,000
Workers' Compensation and Employers Liability	MPA19-20	6/30/2020	SIR \$500,000 Workers' Comp = Statutory Employers' Liability = \$4.5 million

Description of Operations/Locations/Vehicles/Event/Restrictions/Special Items:

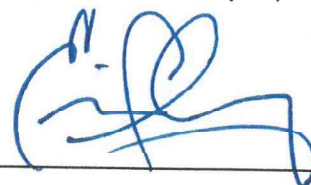
It is hereby agreed that Contra Costa County, its officers and employees, are named additional covered parties with regard to general and auto liability claims arising from the Workforce Innovation and Opportunity Act agreement (18-426-0) with the Pittsburg Power Company, but only to the extent assumed by the City of Pittsburg under the Agreement, and subject to MPA's Memorandum of Coverage terms, conditions and exclusions. This certificate shall also serve as proof that the City of Pittsburg is covered for Workers' Compensation coverage through Municipal Pooling Authority under the policy described above.

Cancellation: Should any of the above described coverage agreements be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Authority, its agents or representatives.

CERTIFICATE HOLDER (name and address):

Contra Costa County
Workforce Development Board
Workforce Services Specialist
300 Ellinwood Way, Suite 300
Pleasant Hill, CA 94523

Date Issued May 16, 2020



Erwin Chang, Liability Claims Manager

Certificate ID: 2203 : 2015-16 FY

Prepared By: mp



**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 Resolutions to Nominate a New Priority Production Area (PPA) and a New Priority Conservation Area (PCA) for Plan Bay Area 2050

MEETING DATE: January 21, 2020

EXECUTIVE SUMMARY

The Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG) are preparing a long-range comprehensive plan for the nine-county San Francisco Bay Area. The agencies have requested nominations for new Priority Conservation Areas (PCAs) and Priority Production Areas (PPAs) to include in their Plan Bay Area 2050.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

City Council adopt two resolutions to nominate new Priority Conservation Area 'Northwest Waterfront,' and new Priority Production Area 'Northeast Waterfront' to be included in Plan Bay Area 2050.

BACKGROUND

Plan Bay Area 2050 will address regional land use, economic development, and transportation issues for the nine-county region. ABAG and MTC requested nominations for new PCAs, PPAs and Priority Development Areas (PDAs) to comprise the Regional Growth Framework for the 2050 planning process. The City has two PDAs that were established with the Plan Bay Area 2040 planning process and that will remain for Plan Bay Area 2050.

On August 20, 2019, the City submitted a Letter of Interest to establish a new Priority Conservation Area, to be known as the 'Northwest Waterfront,' and on September 9, 2019, the City submitted another Letter of Interest to establish a new Priority Production Area, to be known as the 'Northeast Waterfront.' Both letters are attachments to this report.

On September 11, 2019, the Contra Costa Water District (CCWD) submitted a letter to the City expressing support for the designation with minor modifications to the boundary for the PCA to exclude two CCWD-owned parcels.

SUBCOMMITTEE FINDINGS

This item was not submitted for subcommittee review.

STAFF ANALYSIS

The PPA proposed in the attached resolution is described in Exhibit A and includes the industrial areas in the vicinity of Loveridge Road and Pittsburg-Antioch Highway, extending north to the waterfront. PPA designations are a pilot program to enhance and protect industrial areas. The program is also intended to support and encourage middle-wage job growth and help position these production areas for future regional planning and investment.

The PCA proposed (see Exhibit A of the attached PCA Resolution) is intended to preserve wetlands/aquatic resources and help facilitate future extension of the California Great Delta Trail. The proposed boundary generally follows an existing service road along the northwest waterfront, which was identified in a 2011 engineering study conducted by the East Bay Regional Park District from the Bay Point wetlands to the Pittsburg Marina Park.

Designation of PPAs and PCAs is voluntary, and local jurisdictions may change or remove the designation at any time. These designations make no changes to local land use regulations, General Plan or local zoning. However, the designations may provide the City with opportunities for competitive grants to conduct planning or implementation activities within the boundaries of the areas. Over the past six years, MTC has provided over \$630 million for planning and infrastructure in PDA and PCA areas in the region. Under Plan Bay Area 2050, staff expects this funding to continue or increase, and therefore recommends the City pursue these designations.

ATTACHMENTS:

Proposed PCA Resolution
Exhibit A – PCA Boundary
Proposed PPA Resolution
Exhibit A – PPA Boundary
Northwest Waterfront PCA Letter of Intent
Northeast Waterfront PPC Letter of Intent
CCWD Letter

Report Prepared By: Kristin Pollot, AICP, Planning Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Nominating "Northwest	)	
Waterfront" to the Association of Bay Area	)	RESOLUTION NO. 20-
Governments and Metropolitan	)	
Transportation Commission for Adoption	)	
as a Priority Conservation Area)		

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, the Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG) are preparing Plan Bay Area 2050 (the Plan), a long-range plan charting the course for the future of the nine-county San Francisco Bay Area; and

WHEREAS, the Plan will serve as the Bay Area's Regional Transportation Plan and Sustainable Communities Strategy, outlining strategies for growth and investment through the year 2050; and

WHEREAS, ABAG and the MTC are creating a Regional Growth Framework to be used in the Plan; and

WHEREAS, this Framework includes locally nominated Priority Conservation Areas (PCAs) as locations to coordinate local and regional planning for the conservation of regionally significant open space, farmland, habitat and trails, and to increase public health and active transportation; and

WHEREAS, jurisdictions with PCAs have access to regional funding that is dedicated to plans and infrastructure improvements in PCAs; and

WHEREAS, the City is interested in preserving recreational and aquatic resources along the Pittsburg waterfront and participating in efforts to expand the California Great Delta Trail through the jurisdiction.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes and submits a nomination to ABAG and MTC to designate the "Northwest Waterfront," as shown in Exhibit A of this resolution, as a new Priority Conservation Area.

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

AYES:

NOES:

ABSTAINED:

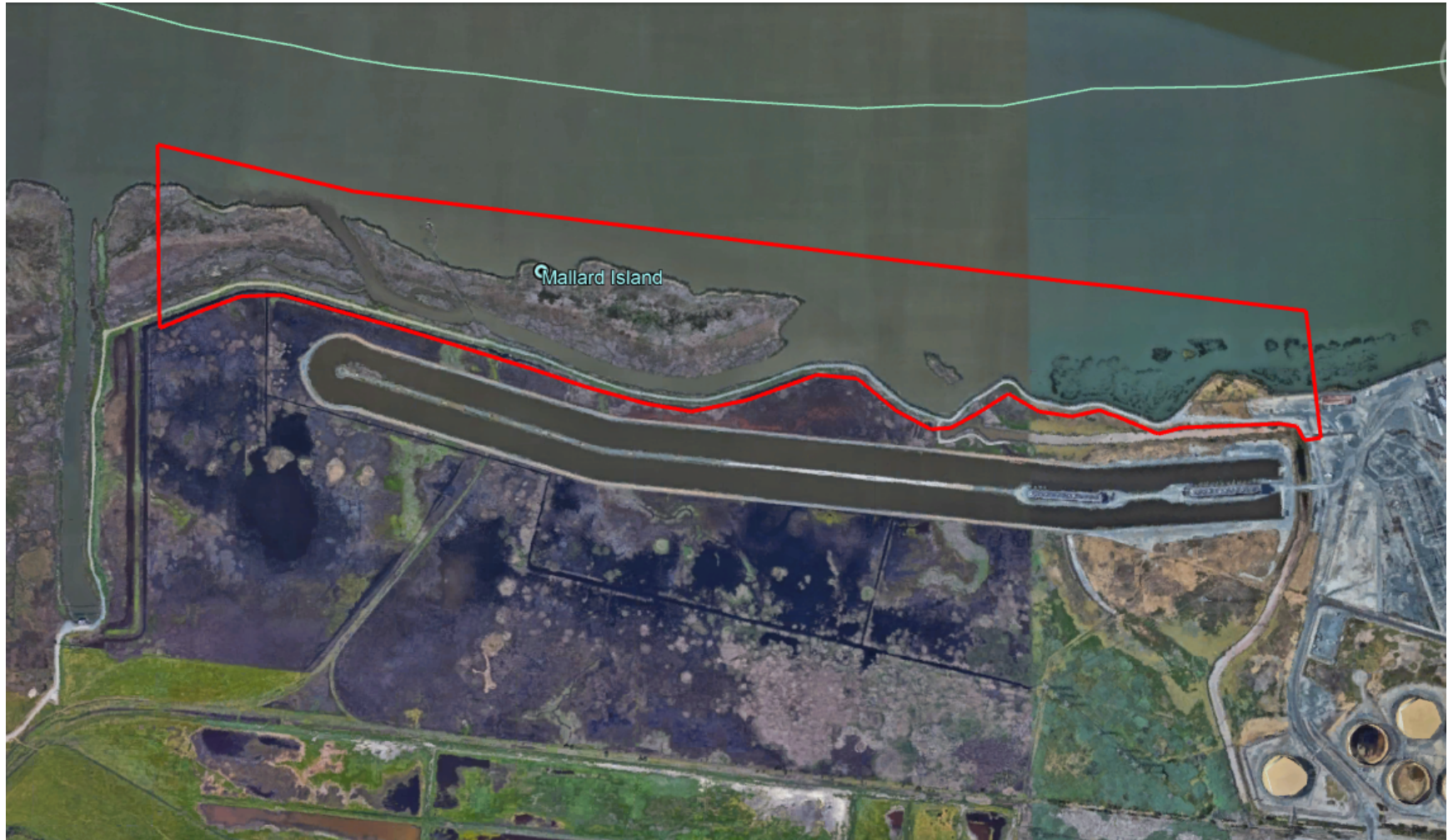
ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

“Exhibit A” - PCA Boundary



Legend:  PCA



BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Nominating "Northeast	)	
Waterfront" to the Association of Bay Area	)	RESOLUTION NO. 20-
Governments and Metropolitan	)	
Transportation Commission for Adoption	)	
as a Priority Production Area.		

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, the Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG) are preparing Plan Bay Area 2050 (the Plan), a long-range plan charting the course for the future of the nine-county San Francisco Bay Area; and

WHEREAS, the Plan will serve as the Bay Area's Regional Transportation Plan and Sustainable Communities Strategy, outlining strategies for growth and investment through the year 2050; and

WHEREAS, ABAG and the MTC are creating a Regional Growth Framework to be used in the Plan; and

WHEREAS, this Framework includes locally nominated Priority Production Areas (PPAs) as industrial lands that support the vitality of the region's economy and expand middle-wage job opportunities in industrial sectors; and

WHEREAS, jurisdictions with PPAs may have access to future regional funding to support PPAs; and

WHEREAS, the City of Pittsburgh is interested in supporting industrial activities in the northeast waterfront area.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby authorizes and submits a nomination to ABAG and MTC to designate the "Northeast Waterfront," as shown in Exhibit A of this resolution, as a new Priority Production Area.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

“Exhibit A” - PPA Boundary



Legend: PPA



Letter-of-Interest: Priority Conservation Area

Use this form to express interest in: a) establishing a new PCA; or b) modifying the boundaries of an existing PCA.

Instructions: Complete this form and send it to pcas@bayareametro.gov along with a GIS shapefile of the PCA boundaries, and any additional attachments, by **September 16, 2019**. Forms may be signed by planning directors or city managers/administrators. Following review of this form by MTC/ABAG staff and additional discussion with applicants if needed, City Council or Board of Supervisors resolutions nominating new PCAs will be required by **January 16, 2020**.

For other forms, including Priority Development Area (PCAs) or Priority Production Area (PPAs) Letters of Interest, and for Letters of Confirmation for PDA Planning, Transit Service, and VMT-Reduction Policies, go here:

<https://www.planbayarea.org/priority>

1: APPLICATION TYPE

I want to: ☒ Propose a new PCA ☐ Modify an existing PCA

2: GENERAL PCA INFORMATION

City or County: City of Pittsburg Date: 8/20/19
PCA Name: Northwest Waterfront Acres: 196
Staff Contact/Title: Kristin Pollot, Planning Manager
Email: kpollot@ci.pittsburg.ca.us Phone: 925-252-6941

3: PCA DESIGNATION

Step One: Determine the designation for your PCA and its benefits by reviewing the [designations](#) and [required benefits](#).

Step Two: Check the appropriate box(es) below for the PCA Designation:

☐ Natural Landscapes ☐ Agricultural Lands ☐ Urban Greening
☒ Regional Recreation

Step Three: Check the appropriate boxes below for the PCA Benefits:

☐ Terrestrial EcoSystems ☒ Aquatic (Water) Ecosystems
☐ Water Supply and Water Quality ☐ Agricultural Resources and Economy
☐ Community Health ☐ Recreation ☐ Climate and Resilience ☐ Compact Growth

Name & Title: Kristin Pollot, Planning Manager

Signature: 

Date: 8-20-19



City of Pittsburg

Community Development Department – Planning Division

65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

August 20, 2019

Bay Area Metro

Via Electronic Submittal to:

pcas@bayareametro.gov

Subject: | **Letter of Interest: New Priority Conservation Area**

To whom it may concern,

This letter is intended to express interest in the creation of a new Priority Conservation Area (PCA) within the City of Pittsburg City Limits. The area shown in the attached map, is located at the northwestern corner of the City along the waterfront of the Delta/Suisun Bay. The proposed boundaries would be mostly contained within the existing NRG site, owned by Southern Energy Delta (APNs 096-100-015 & -032); however, there is a portion proposed for inclusion currently under the ownership of the Contra Costa Water District (APNs 096-100-017, & -018).

The primary purpose for this new PCA would be to help facilitate extension of the California Great Delta Trail along the Pittsburg waterfront, and to also preserve this stretch of shoreline for a combination of recreational and aquatic resources.

If you have any questions or would like further clarification, please contact me at (925) 252-6941, or via email at kpollot@ci.pittsburg.ca.us.

Sincerely,

Kristin Pollot, AICP
Planning Manager

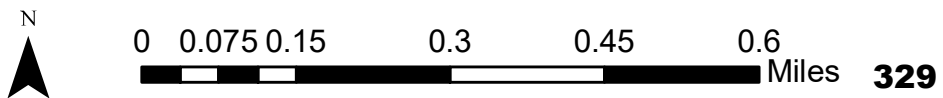
Cc: Pittsburg City Council
Garrett Evans, Pittsburg City Manager
Brian Holt, East Bay Regional Park District
Sean Duggan, East Bay Regional Park District
Jerry D. Brown, Contra Costa Water District
Scott Bertrand, NRG
Keith Latham, Reterro
Adele Lagomarsino, Delta Protection Commission

PCA



Prepared by: Nikesh Patel

Date: 8/12/2019



Letter-of-Interest: Priority Production Area

Use this form to express jurisdictional interest in establishing a Priority Production Area (PPA) through the PPA Pilot Program.

Instructions: Complete this form and send it to ppas@bayareametro.gov along with a GIS shapefile indicating the boundaries of the proposed PPA by **September 16, 2019**. Forms may be signed by planning directors or city managers/administrators. For PPAs proposed by multiple jurisdictions, please indicate in "City and County" the names of all jurisdictions that land in the proposed PPA would encompass. Please also provide a primary contact. Following review of this form by MTC/ABAG staff and additional discussion with applicants if needed, City Council or Board of Supervisors resolutions nominating the proposed PPA will be required by **January 15, 2020**. For additional information, refer to the FAQ that follows this form, or contact ppas@bayareametro.gov

For other forms, including Priority Development Area (PCAs) or Priority Production Area (PPAs) Letters of Interest, and for Letters of Confirmation for PDA Planning, Transit Service, and VMT-Reduction Policies, go here:
<https://www.planbayarea.org/priority>

1: GENERAL PPA INFORMATION

City or County: City of Pittsburg Date: 9/9/19
PPA Name: Northeast Waterfront Acres: 1,244
Staff Contact/Title: Kristin Pollot, Planning Manager
Email: kpollot@ci.pittsburg.ca.us Phone: 925-252-6941

2: LOCATION

Step One: Locate the area you would like to designate a PPA on this map<Insert weblink>.
See Attached.

Step Two: Respond to the questions below by checking the appropriate box:

Is the proposed PPA:

Within an urbanized area?	☒ Yes	☐ No
Beyond ½ mile of a regional rail station*?	☒ Yes	☐ No
Outside of a PDA	☒ Yes	☐ No
If inside a PDA, is this PDA proposed for re-designation to a PPA?	☐ Yes	☐ No

*Heavy, commuter, or intercity rail, including Caltrain, SMART, ACE, and Amtrak/Capitol Corridor

3: PRIORITIZED FOR INDUSTRIAL USE

Is the PPA:

Zoned for industrial use? ☒ Yes ☐ No

A concentration or cluster of industrial uses or activities engaged in production, manufacturing, distribution, goods movement, or repair? ☒ Yes ☐ No

If the area includes a high concentration of industrial uses, describe the predominant industries: Area is predominantly heavy manufacturing.

Describe any industries or key employers at risk of displacement, or prioritized for retention: USS-POSCO, Corteva and K2 Pure Solutions, Mt. Diablo Resource Recovery Park, and Bombardier.

Describe key industries envisioned for expansion in the PPA:

The City would like to see more advanced manufacturing, innovation and new technologies, as also envisioned by the Northern Waterfront Initiative.

4: HOUSING ELEMENT

The jurisdiction has a certified* Housing Element: ☒ Yes ☐ No

If yes, year of most recent Housing Element: 2015

In no, explain status of the Housing Element and anticipated certification:

5: OPTIONAL - REGIONAL SIGNIFICANCE

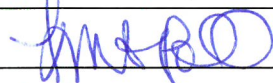
Please describe the role of the area in sustaining or expanding the Bay Area economy and creating middle-wage jobs, and/or improving jobs/housing balance:

See Attached.

6: OPTIONAL - PLANNING

Please describe any adopted, in-progress, or anticipated planning efforts to advance the PPA: Comprehensive General Plan Update is currently underway and it will have a strong emphasis on correcting the current jobs/housing imbalance by promoting the creation of more jobs in Pittsburg.

Name & Title: Kristin Pollot, Planning Manager

Signature: 

Date: 9/9/19



City of Pittsburg

Community Development Department – Planning Division

65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

September 9, 2019

Bay Area Metro
Via Electronic Submittal to:
ppas@bayareametro.gov

Subject: | **Letter of Interest: Priority Production Area (PPA)**

To whom it may concern,

This letter is intended to express interest in the creation of a Priority Production Area (PPA) within the City of Pittsburg. The area shown in the attached map is located within the northeastern portion of the City, generally along the Delta/Suisun Bay waterfront. The proposed boundaries would incorporate approximately 1,200 acres of the contiguous industrial zoned land along the northeast waterfront, where the bulk of Pittsburg's existing manufacturing businesses currently reside.

The primary purpose for the PPA is to continue to support retention of existing manufacturing businesses in the area, environmentally sustainable expansion of existing businesses, and continued growth of the area into new fields of advanced manufacturing, innovation and other innovative technologies consistent with the goals of the Northern Waterfront Economic Development Initiative.

In further support of this application, a response to Optional Question # 5, regarding the regional significance of the area, is provided below:

Regional Significance:

The proposed PPA is located within the Northern Waterfront Economic Development Initiative area, which includes a regional strategic action plan specific to Contra Costa County intended to support and maintain a sustainable economy of middle wage jobs primarily in advanced manufacturing and new emerging industries. There is a long-standing historic jobs/housing imbalance in far east Contra Costa County, so any efforts to support new and expanded middle wage job opportunities in the area will help to correct that imbalance.

If you have any questions or would like further clarification, please contact me at (925) 252-6941, or via email at kpollot@ci.pittsburg.ca.us.

Sincerely,

Kristin Pollot, AICP
Planning Manager

Attached: Proposed Boundary Map

Cc: Pittsburg City Council
Garrett Evans, Pittsburg City Manager

PPA



Legend



PPA



0 0.075 0.15 0.3 0.45 0.6 Miles

333

Prepared by: Nikesh Patel

Date: 8/12/2019



BOARD OF DIRECTORS

Lisa M. Borba, AICP
PRESIDENT

Connstance Holdaway
VICE PRESIDENT

Ernesto A. Avila, P.E.

Bette Boatman

John A. Burgh

GENERAL MANAGER

Jerry Brown

September 11, 2019

Ms. Kristin Pollot
Planning Manager
City of Pittsburg - Planning Division
65 Civic Avenue
Pittsburg, CA 94565

Subject: City of Pittsburg Letter of Interest – New Priority Conservation Area

Dear Ms. Pollot:

The following is provided in response to the City of Pittsburg's (City) letter dated August 20, 2019 expressing interest in creating a Priority Conservation Area (PCA) within the City's limits. The stated purpose of the PCA is to facilitate future extension of the California Great Delta Trail along the Pittsburg waterfront, and to preserve the shoreline for a combination of recreational and aquatic resources. The proposed PCA currently includes two parcels (APNs 096-100-017, -018) that are owned by the Contra Costa Water District (CCWD).

CCWD's Mallard Slough Pump Station is located within the CCWD parcels being considered as part of the PCA. The pump station's facilities and water rights provide CCWD the ability to divert up to 25 million gallons per day of water from this location. CCWD is responsible to operate and maintain the facilities, including the dredged channel leading to the pump station. Due to the importance of the Mallard Slough Pump station as a regional water supply, CCWD respectfully requests that the two CCWD parcels be removed from the City's request for a PCA.

CCWD has entered into agreements with the East Bay Regional Park District (EBRPD) and other cities to facilitate recreational uses of property owned and managed by CCWD. Although CCWD is requesting the Mallard Slough Pump Station be removed from the potential PCA, CCWD is open to considering future requests from the City or EBRPD to utilize the property for appropriate and compatible recreational uses.

Please feel free to call me at (925) 688-8310 if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Quimby", is written over a light blue horizontal line.

Jeff Quimby
Director of Planning

cc: Jerry Brown, CCWD General Manager
Steve Welch, CCWD Assistant General Manager

JQ:kh



**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 Allocate Funds and Authorize the City Manager to Execute a Consultant Agreement with Nichols Consulting Engineers to Update the City's Stormwater Management Plan

MEETING DATE: January 21, 2020

EXECUTIVE SUMMARY

The City's Stormwater Management Plan was last updated in 1999. Nichols Consulting Engineers has provided the City with a proposal to update the management plan for the Kirker Creek watershed.

FISCAL IMPACT

If approved, the attached Resolution will authorize an allocation of \$185,610 from the National Pollutant Discharge Elimination System (NPDES) fund balance (Fund 207). The estimate for the work is \$161,400. Due to the complexity of the proposed analyses, a 15% contingency of \$24,210 is recommended to be authorized for use at the City Manager's discretion for a total cost of \$185,610. There are sufficient funds in Fund 207 to accommodate the allocation.

RECOMMENDATION

City Council adopt the attached Resolution allocating \$185,610 from NPDES Fund 207 and authorize the City Manager to execute an agreement with Nichols Consulting Engineers for the work to update the City's Stormwater Management Plan.

BACKGROUND

On November 17, 1997, the City Council adopted Resolution 97-8542 approving a Consultant Agreement with Camp Dresser & McKee (CDM) to update the City's Stormwater Management Plan studies of 1987 and 1993.

Over the last 20 years, projects identified in the management plan have been constructed. In the same time period, changes to the City's NPDES stormwater permit requirements, and Contra Costa Flood Control District standards prompted certain design improvements for new development. In addition, analyses needed to update the City's current stormwater system capacity have not been completed.

On August 19, 2019, the City Council adopted Resolution 19-13669 approving the City's Green Infrastructure Plan to address stormwater quality and impacts of flows downstream. Staff recommends updating the previous analyses in order to properly design for the City's current stormwater capacity needs and for future green infrastructure projects.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The proposed update to the 1999 study will include evaluation of the City's current stormwater assets within the Kirker Creek watershed. Updated modeling will assess current and future capacity, evaluate potential future impacts due to sea level rise, and make recommendations for design alternatives to implement green infrastructure and address chronic flooding problems within the watershed.

ATTACHMENTS: Resolution
 Nichols Consulting Engineers Contract for Services

Report Prepared By: Jolan Longway
 Clean Water Program Coordinator

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Authorizing a Consultant)
Agreement with Nichols Consulting)
Engineers to Update the City's)
Stormwater Management Plan)

RESOLUTION NO. 20-

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, on November 17, 1997, the City Council adopted Resolution 97-8542 approving a Consultant Agreement with Camp Dresser & McKee (CDM) to update the City's Stormwater Management Plan studies of 1987 and 1993; and

WHEREAS, changes to the City's NPDES stormwater permit requirements, and Contra Costa Flood Control District standards have prompted certain design improvements to be constructed with new development; and

WHEREAS, Nichols Consulting Engineers has provided the City with a proposal to update the management plan for the Kirker Creek watershed; and

WHEREAS, staff requests an allocation of \$185,610 from the National Pollutant Discharge Elimination System (NPDES Fund 207), which currently has a fund balance of \$400,000; and,

WHEREAS, the estimated cost for the work is \$161,400. Due to the complexity of the proposed analyses, a 15% contingency of \$24,210 is recommended to be authorized for use at the City Manager's discretion for a total approved project budget of \$185,610.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburgh hereby authorizes the City Manager to execute an agreement with Nichols Consulting Engineers and authorizes allocation of \$185,610 from National Pollutant Discharge Elimination System (NPDES Fund 207) for the work to update the City's Stormwater Management Plan.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
Nichols Consulting Engineers**

For Updates to the Kirker Creek Watershed Stormwater Management Plan

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburgh ("City") and Nichols Consulting Engineers (NCE), a California [corporation] [limited liability company] ("Consultant") (together referred to as the "Parties") as of January 3, 2020 (the "Effective Date").

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

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on February 28, 2021 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed One Hundred Sixty-One Thousand, Four Hundred Dollars (\$161,400), as set forth in Exhibit A, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar

amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

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

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

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

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

2.3 Final Payment. Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice

within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

- 2.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.
- 2.5 **Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.6 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

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

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

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

not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

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

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

- d. The policy shall cover inter-insured suits and include a “separation of Insureds” or “severability” clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the Consultant’s errors and omissions.

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

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

4.4 All Policies Requirements.

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

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

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

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain

to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section 5.1 shall survive any expiration or termination of this Agreement.

- 5.2 **PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

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

Section 7. LEGAL REQUIREMENTS.

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

legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

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

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

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

Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by any worker, governmental agency or other third party with regard thereto.

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

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

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.
- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and

competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

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

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

8.5.1 Immediately terminate the Agreement;

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and

that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

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

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

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

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

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

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

Consultant : NCE
 501 Canal Boulevard, Suite I
 Richmond, CA 94804
 Attn: Greg Fasiano
 Principal & Corporate Secretary

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

10.9 Professional Seal. Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."

10.10 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibits and the Consultant's Proposal, the Exhibits shall control.

Exhibit A Scope of Services and Compensation Schedule

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

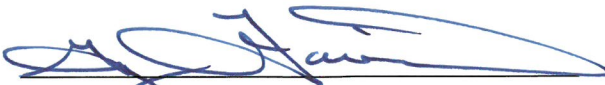
10.13 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

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

CITY OF PITTSBURG

CONSULTANT

Garrett Evans, City Manager



Greg Fasiano, PG., Principal &
Corporate Secretary

Attest:

Alice Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

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

CONSULTANT



By: Greg Fasiano, PG

Title: Principal & Corporate Secretary

2784987.1

EXHIBIT A
SCOPE OF SERVICES

June 20, 2019

Jolan Longway
Clean Water Program Coordinator
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

Subject: Proposal to Update the Kirker Creek Watershed Stormwater Management Plan

Dear Jolan:

Per your request, NCE has prepared the following scope and fee estimate to update the 1999 Stormwater Management Plan (SWMP) for the Kirker Creek Watershed.¹ As part of this, NCE will subcontract to Economics and Planning Systems, Inc. (EPS) to evaluate and develop an impact-fee funding program for Green Stormwater Infrastructure (GI) projects in the watershed. The 1999 SWMP included a hydrologic/hydraulic model analysis to assess flood potential by evaluating peak flow rates in the existing drainage system, accounting for future land use conditions. The study evaluated various project mitigation alternatives to improve undersized pipes, culverts and channels and to provide additional storage in detention basins. Some of the improvements proposed in the SWMP were constructed but most were not. The update to the SWMP will model the constructed improvements and other changes in the Creek and watershed to update peak flows and floodplain extents in Kirker Creek and determine what additional improvements are required to comply with Contra Costa County drainage standards and reduce flood risk to the community.

The watershed for Kirker Creek included in the study is shown in Figure 1 and includes the area draining to Kirker Creek within the City from just upstream of Buchanan Road to its outlet at the San Joaquin River.

NCE's update of the 1999 SWMP will include the following tasks:

- Conducting a survey/inventory of existing stormwater drainage system infrastructure;

¹ City of Pittsburg Stormwater Management Plan, Phase 7, Final Report. Prepared by Camp Dresser & McKee Inc., 1999 (CDM SWMP). The study evaluated the Kirker Creek and Lawlor Watersheds. NCE's proposal is for updating the Kirker Creek watershed portion of the CDM SWMP only.

Reno, NV

1885 S. Arlington Ave., Suite 111
Reno, NV 89509
(775) 329-4955

- Updating the hydrologic analysis for current effective FEMA regulatory flows for Kirker Creek to account for existing conveyance and detention structures as well as for future land use in the watershed;
- Updating the hydraulic analysis
- Evaluating the effects of sea level rise on surface elevations and flooding
- Developing mitigation alternatives to provide flood protection consistent with Contra Costa County standards and incorporating green stormwater infrastructure (GI) into the alternatives where feasible.

SCOPE OF SERVICES

Task 1: Project Management

Upon receipt of the Notice to Proceed, NCE will facilitate an initial conference call with the City of Pittsburg (City) Point of Contact (POC) to review the project goals and scope, outline a detailed schedule, and identify key project team members. NCE will prepare and submit a Draft schedule prior to the initial conference call for City review. Following the call NCE will update the schedule to reflect comments from the City. This scope includes up to two additional updates to the schedule during the life of the project.

NCE's Project Manager will provide the City's POC progress updates with monthly invoices and facilitate informal project progress calls with the POC and key staff, as necessary.

Deliverables:

-  Draft and Final Project schedule with up to two updates
-  Initial Conference Call Agenda and Summary
-  Monthly progress updates with invoices

Task 2: Data Collection/Field Survey

Task 2.1 Project Delivery Planning

NCE will obtain and review available existing information including supporting work of the 1999 SWMP, reports and plans for work completed in Kirker Creek between 2000 and present, and any hydrologic data for the Kirker Creek watershed. Using the Contra Costa County LiDAR and existing data as a basis, NCE will determine where additional survey and data collection are required in order to complete the hydraulic analysis of Kirker Creek and its roadway crossings along with storm drain systems of interest.

NCE will then facilitate a technical kickoff meeting with the City's POC, EPS, and other key staff to confirm methods for the technical analysis and SWMP preparation such as hydrologic analysis and hydraulic modeling of Kirker Creek; data collection needs associated with topography, culvert survey, and storm drain system assets; and other issues identified during the review of existing information. During the meeting, NCE will facilitate discussions of flood prone and/or areas of hydraulic concern. For the Impact Fee development, NCE, EPS and the City will refine the scope,

schedule, and deliverables, as needed; identify key resources and data; establish the study outreach and communication protocol; and identify key technical and policy issues/challenges. This initial kickoff meeting will also address critical policy and implementation issues such as fee credits, development agreements and other potential land use exemptions, and their potential impact on the methodology and resulting fee calculations. The outcome of the meeting will be documented in a Draft Project Delivery Memo (PDM). The Draft PDM will be submitted to the City for review and comment. NCE will integrate the comments as appropriate to develop the Final PDM for delivery to the City.

NCE anticipates the PDM will include the following sections:

Data Accuracy Determination and Evaluation - definition of creek, culvert, and storm drain data extents and accuracy requirements, evaluation of existing data to meet accuracy requirements, and an outline of new data to be collected during field assessments (Task 2.2). This will include a determination of whether existing data meets the City's accuracy requirements and can be integrated into the project and what data should be design-grade (completed with survey) and what can be collected with hand-held GPS equipment.

Flood prone area delineation – summary of historic flood prone areas in the Kirker Creek watershed where roadway crossings produce flooding as detailed in the 1999 SWMP and the City's flood complaint records.

Data Collection – definition of the various creek and storm drain features that will be encountered, methods for accurate field measurements, data collection, and survey. This will ensure consistent field data collection and provide a resource for City staff moving forward.

Modeling – description of the steps necessary to generate, test, and run the hydrology of the watershed and hydraulic simulations of the creek, culverts, storm drains of interest, and overland flow. This process will be developed in collaboration with City staff. Discussion will include boundary conditions on the hydraulic model and the use of two-dimensional (2D) flow areas.

Impact Fee Development Protocol – outline of methods, standards, critical policy issues, and implementation issues of impact fee development.

QA/QC Procedures – discussion of the three levels of QA/QC (producer, secondary review, QC review) plus presentation of a QA/QC project checklist to ensure the accuracy requirements.

Mapping & Reporting – description in detail which maps will be prepared

Deliverables:

-  Draft and Final PDM Memo
-  Technical Kickoff Meeting Agenda and Summary

Task 2.2 Survey and Data Collection

The NCE team will perform a topographic survey of the required area based on the data needs identified in Task 2.1. Required surveying will likely include invert elevations and sizes of culverts and cross sections of Kirker Creek upstream and downstream of major stream crossings

(assuming 10 locations). Storm drain data will be collected with field data collection methods using a submeter, horizontal accuracy GPS unit (assuming 100 assets).

Deliverables:

-  Collected data in geodatabase format
-  Collected survey in AutoCAD format

Task 3 –Hydrologic and Hydraulic Analysis and Modeling

The analysis and modeling will utilize existing data if feasible and supplement with new analysis when necessary and will be performed at a level that will meet the City’s requirements for the SWMP Update and CIP generation. The base model will be based on the SWMM model created for the 1999 SWMP, updated to XPStorm.

Task 3.1: Update Hydrology of Kirker Creek

NCE will complete a new hydrologic analysis of the Kirker Creek watershed to calculate peak flow rates for the 24-hour duration 10-, 25-, 50- and 100-year return interval storm events through the City of Pittsburg. The analysis will consider current and future land use and existing detention/retention basins. Hydrographs for the design storm will be calculated with the Contra Costa County hydrology and hydrograph standards (Boucher, 2018). NCE will prepare and submit a Draft Hydrologic memo for City review. Following receipt and review of City comments, NCE will facilitate a conference call to answer questions or address any nuances of the modeling. NCE will then prepare a Final Hydrologic memo.

Deliverables:

-  Draft and Final Hydrologic memo presenting methods and results of hydrologic analysis
-  Draft hydrologic conference call agenda and summary (as necessary)

Task 3.2: Update Hydraulic Analysis of Kirker Creek

NCE will construct a hydraulic model of Kirker Creek and main line storm drains (equal to or greater than 18 inches) discharging to Kirker Creek through the City of Pittsburg (up to 30 segments) using the Innovyze software XPStorm, which utilizes the EPA model SWMM as its foundation. The model will be constructed using hydrographs computed in the hydrologic analysis, survey data from the creek and culvert crossings, and County LiDAR data. The channel, culvert crossings, and storm drain will be modeled using one-dimensional (1D) flow analysis.

NCE will prepare a draft and final memo presenting the methods and results of the hydraulic analysis including flood inundation mapping and storm drain profiles. The memo will address

flooding issues identified by the analysis and compared to historical flooding and previous studies. NCE will prepare and submit a Draft Hydraulic memo for City review. Following receipt and review of City comments, NCE will facilitate a conference call to answer questions or address any nuances of the modeling and prepare a Final Hydraulic memo.

Deliverables:

-  Draft and Final Hydraulic memo presenting methods and results of hydraulic analysis
-  Hydraulic analysis meeting agenda and summary
-  Final

Task 3.3: Perform hydraulic analysis of impacts of sea level rise on flood elevations and inundation

As part of the hydraulic analysis, NCE will evaluate the potential impacts of increased flood elevations within the Sacramento-San Joaquin Delta (Delta) due to sea level rise on water surface elevation (WSEL) of Kirker Creek, particularly near the confluence with the San Joaquin River. NCE will use a combination of recently published sea level rise data from the State of California Sea-Level Rise Guidance 2018 Update by the California Ocean Protection Council and the 2017 Central Valley Flood Protection Plan prepared by California Department of Water Resources. The 2030 and 2050 time periods will be examined. The methods and results of the analysis will be presented in the Final Hydraulic Memo.

Deliverables:

-  Input into draft and Final Hydraulic Memo presenting methods and results of sea level rise analysis and addressing any additional comments from the City

Task 3.4: Compile and analyze alternatives

NCE will develop alternatives to address chronic flooding problems within the Kirker Creek area as identified in Task 3.2. Alternatives will include green infrastructure components, to the extent feasible. NCE anticipates up to six sites that will be presented on schematic figures noting the location and approximate extent based on the hydraulic models

The potential impacts of the alternative will be analyzed with the hydraulic models. NCE will prepare planning level cost estimates for each alternative.

NCE will prepare a draft memo with the proposed alternatives along with the preliminary costs and potential impacts. NCE will conduct a conference call meeting with the City to discuss the alternatives and resolve any comments from the City and prepare a final memo.

Deliverables:

-  Draft and final Alternatives Memo

- 🗑️ Draft alternative conference call agenda and summary

Task 4: Develop an Impact-Fee Funding Program

Task 4.1: Update Land Use Projections

Land use information, including projections of future growth, will be important for allocating the costs of planned green infrastructure improvements to land uses that create demand for such improvements. EPS will work with NCE, the City POC and other City staff as needed to align these land use projections with the proposed fee program land use categories for the proposed impact fee program. To validate these assumptions, EPS will review relevant current and long-range planning City documents, which may include the following documents:

- 🗑️ Previous development impact fee studies
- 🗑️ General Plan
- 🗑️ Adopted budget
- 🗑️ Development impact fee schedules
- 🗑️ Specific Plans, Master Plans, and Capital Improvement Program (CIP) information
- 🗑️ Municipal Code Sections (as necessary)

Task 4.2: Evaluate GI Projects for Impact-Fee-Funding

EPS will work with NCE to evaluate the proposed GI projects for suitability for inclusion into a proposed watershed-wide impact fee program. Depending on the types of GI projects identified, the fee types to be evaluated may include a GI impact fee and a transportation impact fee program. Key considerations informing this evaluation include:

- 🗑️ The extent to which proposed GI projects address demands caused by multiple land uses within the watershed or whether such improvements are site- or project-specific in nature.
- 🗑️ The extent of future private development in the watershed that would be subject to Municipal Regional Permit Provision C.3.b (Regulated Projects).
- 🗑️ The extent to which proposed GI projects may be connected to or may be completed in coordination with new or reconstructed roadway infrastructure improvement projects. In many cases, green infrastructure improvements are built in concert with roadway improvements.
- 🗑️ Other potential funding options that may be available to fund GI improvements aside from a development impact fee. As part of this subtask, EPS and with assistance from NCE will identify whether some of the improvements are indeed roadway-related or other facility-related and whether an existing, updated or proposed transportation impact fee program or other funding source may be a means by which to fund some of the GI improvements.

Task 4.3: GI Impact Fee Nexus Analysis

Using information gathered under prior tasks and subtasks, EPS will conduct the analysis necessary to establish a proposed GI Impact Fee for new development in the Kirker Creek watershed within the City.

Task 4.4: Determine Green Infrastructure Allocation and Fee Calculation Methodology

Using the data and information derived in Task 1, Task 4.2 and Task 4.3, EPS will work with NCE and the City to prepare preliminary GI impact fee calculations. While there is more than one way to calculate impact fees, EPS believes the proposed GI fee would be determined most likely be based on the GI project alternatives and associated cost estimates developed by NCE as part of the Stormwater Management Plan update, in addition to the projects included in the City's GI Plan located in the Kirker Creek watershed. EPS assumes the City will provide cost estimates for those improvements in the City's GI plan. The portion of the costs that are to be impact fee-funded will then be allocated to land uses that create the demand for GI improvements.

Task 4.5: Prepare and Present Draft and Final Nexus Study Reports

Once the fee methodology and analysis are finalized, EPS will prepare a Draft Nexus Study Report that documents the assumptions and methodology and establishes the required nexus for creating each fee. For each development fee, EPS will complete a technical report that documents study results and clearly describes the nexus findings and rationale for allocating facility costs to new development. EPS will prepare a Draft Nexus Study for internal review and then for City review and comment. Based on the outcomes of that meeting and on receipt of one set of consolidated and nonconflicting comments from the City, EPS will incorporate necessary revisions and prepare a Final Nexus Study Report.

Based on the above-described nexus analyses, EPS will establish the maximum allowable fees for each facility category for each land use. The maximum justifiable fees will adhere to the requirements of Government Code Section 66000. It is important to note that the actual fee implemented may be lower than the maximum based on several considerations, including those described in the subsequent task. This information will be incorporated into the Development Impact Fee Nexus Study. EPS will summarize the fees by improvement type and land use for the City to review and consider. The fees will include an administrative component to cover the cost of fee program implementation and oversight.

Task 5: Prepare Stormwater Management Plan Update

After concurrence from the City on the Task 3 deliverables, NCE will prepare a SWMP Update that summarizes the hydrologic, hydraulic, and alternative analysis and the recommended

alternatives. The hydrologic, hydraulic, and alternative memos will be included in the SWMP as appendices. The SWMP Update will include a prioritized list of up to four CIP projects. The CIP projects sheets will include a short project description (narrative and simplified figure), justification, public benefit narrative, estimated preliminary construction cost and estimated maintenance cost. The Draft SWMP Update will be prepared and submitted to the City for review and comment. NCE will then facilitate a meeting to discuss the Draft SWMP prior to preparing and submitting the Final.

Deliverables:

-  Draft and final Storm Drain Masterplan
-  SDMP agenda and summary

Key Assumptions

1. The Kirker Creek watershed that is to be analyzed is shown in Figure 1.
2. The main section of Kirker Creek that will be analyzed is shown in Figure 2. Up to 30 additional channels and storm drain tributaries to this main channel will also be modeled.
3. Up to 100 storm drain assets will be characterized via GPS data collection.
4. The proposed improvements will be generated assuming Contra Costa minimum capacity drainage standards according to the size of the area draining to each facility as shown below:

Type of Facility	Drainage Area	Required Recurrence Interval Conveyance
Minor	Less than 1 square mile	10-year
Secondary	Between 1-4 square miles	25-year
Major	Greater than 4 square miles	100-year

5. Two people from NCE staff will attend all in-person meetings with a meeting duration of 2 hours.
6. The survey cost assume survey will be needed at 10 roadway crossings including up and downstream cross sections.
7. Modeling assumptions: Hydrologic analysis will be done using existing and planned land use according to Contra Costa County standards. Hydraulic analysis will be done use XPStorm. Downstream boundary conditions will be set to the WSEL of the San Joaquin River.

Schedule

The proposed schedule is included as Attachment A to this scope of work.

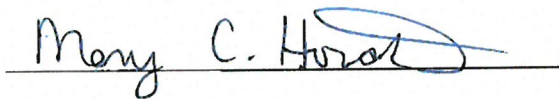
Fee Estimate

NCE will provide the defined scope of work on a time and materials basis for an estimated fee of \$161,400. The price breakdown by task is shown below.

NCE Team Fee Summary		NCE		EPS		MPS	Other Direct	Total
		Hours	Cost	Hours	Cost	Cost	Cost	Cost
Task 1 Project Management/ Coordination		33	\$5,100	6	\$1,500	\$0	\$100	\$6,700
Task 2 Data collection/field survey		146	\$21,500	15	\$4,600	\$24,200	\$900	\$51,200
Task 3 Analysis and Modeling		297	\$48,700	0	\$0	\$0	\$0	\$48,700
Task 4 Funding Analysis		35	\$6,600	133	\$32,400	\$0	\$0	\$39,000
Task 5 Prepare Storm Drain Master Plan Update Report and Project Recommendations		100	\$15,700	0	\$0	\$0	\$100	\$15,800
TOTALS		611	\$97,600	154	\$38,500	24,200	1,100	\$161,400

NCE appreciates the opportunity to work with the City on this Project. If you have any questions about this scope of work, please call Mary Horvath at 775-329-4955.

Sincerely,



Mary Horvath, Project Manager
PE (CA & NV)



Jason Drew, Principal

ATTACHMENT A
PROPOSED PROJECT SCHEDULE

Task	NTP	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22	Week 23	Week 24	Week 25	Week 26	Week 27	Week 28	Week 29	Week 30	Week 31	
Task 1: Project Management/ Coordination																																	
1.A Initial Conference Call																																	
1.D Progress updates, schedules and invoicing																																	
Task 2 Data collection/field survey																																	
2.1 Project Delivery Planning																																	
Background Research and data compilation																																	
Technical kickoff meeting																																	
Draft PDM																																	
Final PDM																																	
2.2 Survey and Data Collection																																	
Task 3 Analysis and Modeling																																	
3.1 Hydrologic Analysis																																	
3.2 Hydraulic Analysis																																	
3.3 SLR Study Impacts																																	
3.2 Alternative analysis																																	
Task 4 Funding Analysis																																	
4.1 Update Land Use Projections																																	
4.2 Evaluate GI Improvements																																	
4.3 GI Impact Fee Nexus Analysis																																	
4.4 Fee Calculation Methodology																																	
4.5 Draft Nexus Study																																	
Final Nexus Study																																	
Task 5 Prepare Storm Drain Master Plan Update Report and Project Recommendations																																	
5 Draft Master Plan Update																																	
Final Master Plan Update																																	



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute Amendment Two to a Consultant Service Agreement with JML Planning for the Pittsburg Technology Park Project

MEETING DATE: January 21, 2020

EXECUTIVE SUMMARY

Energy Delivery Solutions, LLC (EDS) filed a planning application in October 2019, for development of a technology park for a data center on a portion of the former Delta View Golf Course. The City's contract planner has been working with the applicant on the project description and the necessary environmental analysis. Staff is now requesting authorization of a second amendment to the JML Planning contract for unanticipated additional time needed to complete the project description and environmental analysis.

FISCAL IMPACT

The City Council is being requested to allocate to the consultant budget an additional \$50,000 to be deposited by the applicant (EDS), and authorize the City Manager to execute a second contract amendment with JML Planning for a new total amount not to exceed \$125,000. EDS would continue to reimburse the City for all administrative costs associated with the project, in accordance with the terms of a reimbursement agreement executed on August 1, 2017 and attached to this report. At the conclusion of the project, any unexpended funds would be returned to the applicant.

RECOMMENDATION

City Council adopt the attached resolution authorizing execution of Amendment Two to the consultant service agreement with JML Planning for contract planning services related to the Pittsburg Technology Park Project.

BACKGROUND

On August 1, 2017, the City, Pittsburg Power Company, and EDS entered into an Exclusive Negotiating Rights Agreement and Reimbursement Agreement for the project.

On June 5, 2018, after further refinement of the project, the City entered into an Option Agreement with EDS for approximately 101 of the 175 acres of the former Delta View Golf Course site.

On December 21, 2018, EDS filed a Preliminary Plan Review (PPR) application with the Planning Division to obtain initial feedback on the project concept, which was to develop the site with a technology park for data center use.

On January 22, 2019, the City and JML Planning entered into an agreement retaining the consultant as a contract planner to process the forthcoming planning application for the proposed Pittsburg Technology Park. Contract planning services were to include processing of an application for a general plan amendment, master plan/rezoning of the site, major subdivision, design review, tree removal permit, California Environmental Quality Act (CEQA) compliance review, and any other additional entitlements that may be required in association with the proposed project. On October 17, 2019, application for all of the aforementioned project components, was filed with the Planning Division (AP-19-1471).

On November 18, 2019, the City and Consultant executed the First Amendment to the Agreement as a result of unanticipated additional time spent on work outlined in the original project scope, primarily related to preparation of the draft master plan and coordination of environmental review.

On November 19, 2019, the Consultant submitted a second budget amendment request to cover more unanticipated time spent on the same original project scope of work, specifically related to refinement of the project description and work on the environmental analysis.

SUBCOMMITTEE FINDINGS

This item was not submitted for subcommittee review.

STAFF ANALYSIS

Due to the extended amount of time needed to prepare the initial project description for submittal and for extra coordination to draft a highly complex master plan document and environmental review, staff believes the additional funds requested by JML Planning are warranted.

The applicant (EDS) has agreed to deposit the funds for the budget increase, and as such, staff recommends that the Council authorize execution of Amendment Two to the Agreement (attached). The City anticipates having an initial study ready for public review by Spring 2020, with a full environmental impact report to follow shortly thereafter.

ATTACHMENTS:

1. Proposed Resolution
2. Exhibit A to the Proposed Resolution
3. Consultant Service Agreement with JML Planning, dated January 22, 2019
4. 1st Amendment to the Agreement, dated November 1, 2019
5. Reimbursement Agreement, dated August 1, 2017

Report prepared by: Kristin Pollot, AICP, Planning Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Authorizing Amendment Two)
To a Consultant Service Agreement with)
JML Planning for the Pittsburgh Technology)
Park Project)

RESOLUTION NO. 20-

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, on January 22, 2019, the City and Consultant entered into an agreement (“Agreement”) retaining the Consultant as a contract planner to process a planning application for the proposed Pittsburgh Technology Park; and

WHEREAS, contract planner services include processing of an application for a general plan amendment, master plan/rezoning of the site, major subdivision, design review, tree removal permit, California Environmental Quality Act (CEQA) compliance review, and any other additional entitlements that may be required in association with the proposed project; and

WHEREAS, on November 18, 2019, the City and Consultant executed Amendment One to the Agreement as a result of unanticipated additional time spent on work outlined in the original project scope, primarily related to preparation of the draft master plan and coordination of environmental review; and

WHEREAS, on November 19, 2019, the Consultant submitted a second budget amendment request to cover more unanticipated time spent on the same original project scope of work, specifically related to refinement of the project description and work on the environmental analysis.

WHEREAS, the applicant, Energy Delivery Solutions, LLC, has agreed to deposit funds with the City in an amount sufficient to reimburse the cost of project management and environmental review services.

NOW, THEREFORE BE IT RESOLVED that the City Council for the City of Pittsburgh hereby approves and authorizes the City Manager to execute Amendment Two to the Agreement with JML Planning, as substantially presented in “Exhibit A” of this resolution, up to the limits specified in the agreement. The Finance Director is hereby authorized to issue a new purchase order to JML Planning to implement the approved Amendment Two to the Agreement, which shall be administered by the Planning Manager.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

“Exhibit A”

**AMENDMENT TWO TO
CONTRACT FOR PLANNING SERVICES FOR
PITTSBURG TECHNOLOGY PARK**

This Second Amendment to the AGREEMENT (“Second Amendment”) is made on this ____ day of January, 2020, (“Second Amendment Effective Date”) by and between the City of Pittsburg (“the City”), and JML Planning (“Consultant”) with respect to the matters hereinafter stated.

RECITALS

WHEREAS, on January 22, 2019, the City and Consultant entered into an agreement (“Agreement”) retaining the Consultant as a contract planner to process a planning application for the proposed Pittsburg Technology Park; and

WHEREAS, contract planner services include processing of an application for a general plan amendment, master plan/rezoning of the site, major subdivision, design review, tree removal permit, California Environmental Quality Act (CEQA) compliance review, and any other additional entitlements that may be required in association with the proposed project; and

WHEREAS, on November 18, 2019, the City and Consultant executed the First Amendment to the Agreement as a result of unanticipated additional time spent on work outlined in the original project scope, primarily related to preparation of the draft master plan and coordination of environmental review; and

WHEREAS, on November 19, 2019, the Consultant submitted a second budget amendment request to cover more unanticipated time spent on the same original project scope of work, specifically related to refinement of the project description and work on the environmental analysis.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The recitals to this Second Amendment are by this reference incorporated herein as though set out in full.

2. Section 2 of the Agreement shall be, and the same is hereby amended to read as follows:

“City hereby agrees to pay Consultant a sum not to exceed one hundred twenty five thousand dollars \$(125,000.00), as set forth in “Exhibit A” of this agreement and as incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.”

2. Except as otherwise expressly amended or modified herein, the terms and conditions of the Agreement shall remain in full force and effect. Should the validity of this Second Amendment be called in question in litigation or otherwise and determined to be invalid for any reason, such determination shall in no way affect the validity of the Agreement which shall remain in full force and effect in accordance with its original terms.

IN WITNESS WHEREOF, the parties hereto have executed the Second Amendment to the Agreement effective on the day and year first identified above.

CITY OF PITTSBURG

CONSULTANT

By: _____

By: _____

Title: Garrett Evans, City Manager

Title: Joan Lamphier, Principal

APPROVED AS TO FORM:

By: _____

Title: Donna Mooney, City Attorney

ATTEST:

By: _____

Title: Alice Evenson, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
JML PLANNING
(Standard Agreement)**

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburgh ("City") and JML Planning ("Consultant") (together referred to as the "Parties") as of January 22, 2019 (the "Effective Date").

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

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed forty-five thousand dollars \$(45,000.00), as set forth in Exhibit A, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of

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

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

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

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned

autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

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

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

4.3 All Policies Requirements.

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

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

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

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

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

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

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

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

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

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

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

demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

- 5.1 General Requirement.** To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

- 5.2 PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.
- 7.3 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.
- 7.4 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.
- 8.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.
- 8.5 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.5.1** Immediately terminate the Agreement;
 - 8.5.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.5.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.5.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.
 - 8.5.5** The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested,. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant : Joan Lamphier, Principal
JML Planning
45 Calle Del Ribera
Stinson Beach, CA 94970

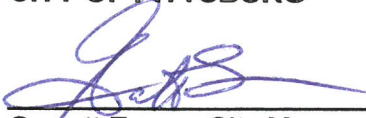
City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ATTN: City Manager

- 10.9 Professional Seal.** Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."
- 10.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibits and the Consultant's Proposal, the Exhibits shall control.
- Exhibit A Scope of Services
- 10.11 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- 10.12 Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- 10.13 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

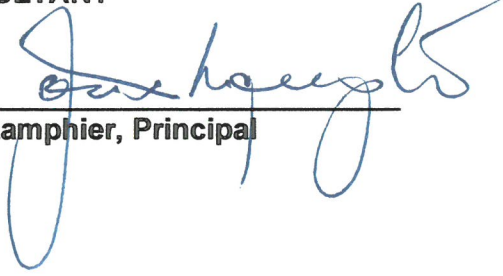
The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG



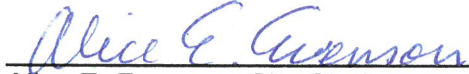
Garrett Evans, City Manager

CONSULTANT



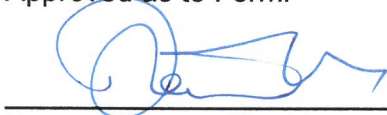
Joan Lamphier, Principal

Attest:



Alice E. Evenson, City Clerk

Approved as to Form:



Donna Mooney, City Attorney

EXHIBIT A
SCOPE OF SERVICES

January 22, 2019

Ms. Kristin Pollot, Planning Manager
City of Pittsburg Planning Department
65 Civic Avenue
Pittsburg, CA 94565-3814



RE: Technology Park Project

Dear Ms. Pollot:

Thank you for contacting me regarding the proposed Technology Park Project. The project would consist of the development of a technology park campus on 101.7 acres of the former Delta View Golf Course. The intent is to subdivide the property into 24 parcels and to construct data centers on each parcel. The applicant has submitted a Preliminary Plan application which shows the intent in very general terms. In order for the proposal to be considered for approval by the Planning Commission and the City Council there will need to be a lot of work done to clearly define the scope of the project and the levels of approvals that would be necessary for this project to proceed. The project requires a complex set of entitlements including:

- Environmental review,
- General Plan Amendment,
- Rezoning of the Project site,
- Master Plan,
- Design Review, and
- Tentative Map,

The purpose of this letter is to provide a scope of work and cost estimate for assisting the City in processing the application for this project.

SCOPE OF WORK

The scope of work would consist of acting as a contract planner for this project and performing the necessary tasks to assist the City of Pittsburg in processing this application. It would include the following tasks:

- Project startup meetings with applicant and a project site visit
- Weekly Monday conference calls with City staff and project team,
- Preparation for and attendance at community meetings including the Ad. Hoc Land Use Committee, residential neighbors to the project, general. Community meetings,
- Preparation of initial schedule for environmental review, project review and public hearings
- Review of Initial Study
- Review of Draft EIR and Final EIR
- Preparation of public notices for circulation of environmental document, public hearings
- Preparation of staff reports, draft resolutions and any additional material required for public hearings
- Coordination with City staff including the Planning Department staff, City Attorney's office and other departments as appropriate
- Any additional tasks necessary to assist City staff in processing this proposed project
- Project coordination meetings with City staff and applicant

BUDGET

It is difficult to estimate the level of effort required to complete the above scope of work related to the role of Project Planner. This can be dependent upon the level of detail provided by the applicant, the timeliness of submittals and the amount of public involvement in the review of the project. Work would be completed on a time and materials basis at a rate of \$250 an hour. I estimate the budget required to complete this project would be approximately \$45,000. All work would be performed under the direction of Planning Department staff.

STAFFING

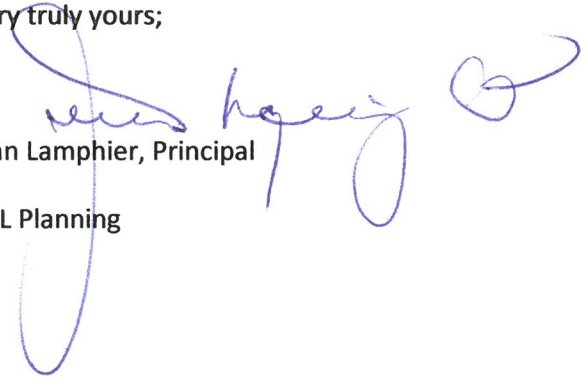
I would be the person to perform the above scope of work. I have forty two years of experience as a planner working throughout the Bay Area for approximately 80 different cities and public agencies. My primary focus has been assisting Cities in the review of large scale, complex projects including refineries,

corporate campuses, and large scale residential development and transmission lines. I was the founding Principal of Lamphier-Gregory and left that firm to the next generation and to start my own entity, JML Planning. I have personally worked on projects for the City of Pittsburg since 1992 including the environmental review for the Mount Diablo Recycling Center, the environmental review of the L-B portion of the USSPOSCO property, and acted as staff to manage the environmental review of the Trans Bay Cable Project.

CONCLUSION

I look forward to working with you on this proposed project. If you have any questions regarding the above scope, budget and staffing please give me a call at the following number: 415-868-0293.

Very truly yours;


Joan Lamphier, Principal

JML Planning

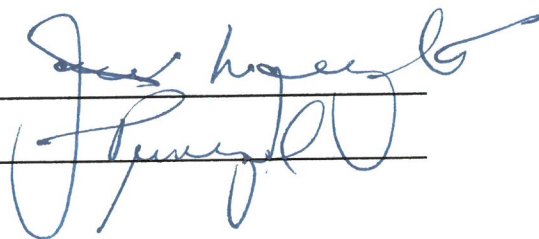
CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

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

CONSULTANT

By: _____

Title: _____

A handwritten signature in blue ink, appearing to read "James Hager", is written over the signature line. Below it, another handwritten signature in blue ink, appearing to read "James Hager", is written over the title line.

**FIRST AMENDMENT TO
CONTRACT FOR PLANNING SERVICES FOR
PITTSBURG TECHNOLOGY PARK**

This First Amendment to AGREEMENT ("First Amendment") is made on this 18th day of November, 2019, ("First Amendment Effective Date") by and between the City of Pittsburg ("the City"), and JML Planning ("Consultant") with respect to the matters hereinafter stated.

RECITALS

WHEREAS, on January 22, 2019, the City and Consultant entered into an agreement retaining the Consultant as a contract planner to process a planning application for the proposed Pittsburg Technology Park; and

WHEREAS, contract planner services will include processing of an application for a general plan amendment, master plan/rezoning of the site, major subdivision, design review, tree removal permit, California Environmental Quality Act (CEQA) compliance review, and any other additional entitlements that may be required in association with the proposed project; and

WHEREAS, on November 6, 2019, the Consultant submitted a budget amendment request as a result of unanticipated additional time spent on work outlined in the original project scope, primarily relating to preparation of the draft master plan and coordination of environmental review.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The recitals to this First Amendment are by this reference incorporated herein as though set out in full.

2. Section 2 of the Agreement shall be, and the same is hereby amended to read as follows:

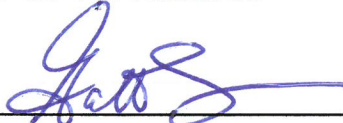
"City hereby agrees to pay Consultant a sum not to exceed seventy-five thousand dollars \$(75,000.00), as set forth in "Exhibit A" of this agreement, "Exhibit A" of the First Amendment to the Agreement, and as incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement."

2. Except as otherwise expressly amended or modified herein, the terms and conditions of the Agreement shall remain in full force and effect. Should the validity of this First Amendment be called in question in litigation or otherwise and determined to

be invalid for any reason, such determination shall in no way affect the validity of the Agreement which shall remain in full force and effect in accordance with its original terms.

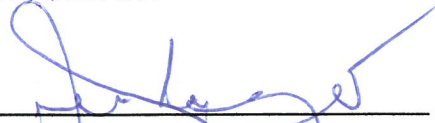
IN WITNESS WHEREOF, the parties hereto have executed the First Amendment to the Agreement effective on the day and year first identified above.

CITY OF PITTSBURG

By: 

Title: Garrett Evans, City Manager

CONSULTANT

By: 

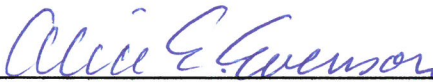
Title: Joan Lamphier, Principal

APPROVED AS TO FORM:

By: 

Title: Donna Mooney, City Attorney

ATTEST:

By: 

Title: Alice Evenson, City Clerk



November 6, 2010

Ms. Kristin Pollot, Planning Manager
Planning Department
65 Civic Avenue
Pittsburg, CA 94565

RE: Technology Park Project

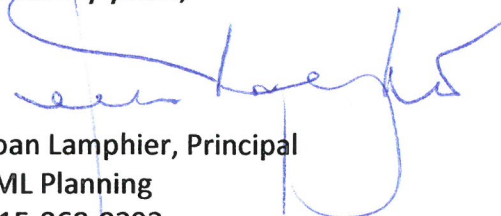
Dear Ms. Pollot:

The purpose of this letter is to request a contract amendment for consulting services related to the Technology Park Project. The reason for this request is that the process for reviewing this project and preparing the Master Plan has taken more time than originally anticipated. The applicant spent the last year refining the proposed project and selecting a consultant team to prepare the environmental review and portions of the Master Plan

Therefore, I am requesting an additional \$30,000. We are now beginning the formal environmental review of the project since the application has been submitted to the City.

If you have any questions in this regard, please contact me at the following number: 415-868-0293.

Sincerely yours,



Joan Lamphier, Principal
JML Planning
415-868-0293

**REIMBURSEMENT AND INDEMNIFICATION AGREEMENT BY AND BETWEEN THE
CITY OF PITTSBURG, THE PITTSBURG POWER COMPANY AND
ENERGY DELIVERY SOLUTIONS LLC**

THIS REIMBURSEMENT AND INDEMNIFICATION AGREEMENT

("Agreement") is made and entered into on 1 August 2017, by and between the City of Pittsburg, a California municipal corporation ("City"), Pittsburg Power Company, a Joint Powers Authority ("PPC") and Energy Delivery Solutions LLC, a Delaware limited liability company ("Company"), in Pittsburg, California, with respect to the matters hereinafter stated.

1. Intent.

City, PPC and Company have entered into an Exclusive Negotiating Rights Agreement dated 1 August, 2017 (the "ENRA"). Company is exploring the possible siting of one or more Projects as defined in the ENRA (each a "Project"). The purpose of the ENRA is to allow the City, PPC and Company to evaluate, analyze and negotiate key business terms related to the potential development a Project or Projects in the City ("ENRA Activities"), while reserving the City's exercise of its powers including all lawful land use jurisdiction. The City and PPC will incur various costs related to the ENRA and the negotiation, evaluation and analysis of the business terms related to a potential Project or Projects in the City, such as by the City Attorney, City engineering, City planning, other City staff or PPC staff ("ENRA Costs"). Those costs are expected to be separate from and in addition to City and PPC costs that are compensated through adopted fee schedules (such as, for example, planning department fees for processing land use applications). Pursuant to this Agreement, Company intends to reimburse the City and PPC for these costs related to the City employees' and consultants' ENRA Activities.

2. Reimbursement Payments.

A. Company is willing to provide funds to the City and PPC for the ENRA Costs relating to the City and PPC employees' and consultants' ENRA Activities, including the City Attorney.

B. The City and PPC will use the Reimbursement Payments by Company to reimburse the City and PPC for their expenses incurred for ENRA Costs in providing and administering the services necessary and relating to the ENRA Activities. These services may include, but not be limited to,

(1) Analysis and evaluation of the feasibility of the potential for entering into a power purchase agreement or other agreements that would facilitate establishment and development of potential Projects in the City;

(2) Negotiations regarding the potential for entering into a power purchase agreement or other agreements that would facilitate establishment and development of potential Projects in the City; and

(3) Such other analyses or similar matters which the City or PPC may deem reasonably related to the ENRA, including but not limited to environmental review if the City or PPC shall determine such review is necessary.

All of the analytical and processing services referenced above are referred to herein collectively as the "Project Services."

C. Company acknowledges the Reimbursement Payments do not include any additional fees and charges required by law, ordinance or resolution to be paid to the City or PPC by Company, such as application fees, inspection fees, and other processing fees for entitlements or permits that may be required for this Project. ENRA Costs for Project Services shall not include duplicate compensation to the extent covered by other fees and charges required by City or PPC.

3. Initial Payment to the City.

Company shall pay to the City ten thousand dollars (\$10,000.00) as an initial deposit for the ENRA Costs. Such Deposit shall be for ENRA costs incurred by both City and PPC.

Company acknowledges that the nature and scope of the City and PPC's ENRA Activities are dependent upon factors that may be largely outside of the control of either the City or PPC. Accordingly, Company acknowledges and agrees that the amount of the initial Reimbursement Payment made by Company to the City for deposit in the Account does not represent an estimate of the actual final costs of such services that may need to be rendered by the City or PPC in the performance of its duties under this Agreement.

4. Additional Payments to the City.

A. City and PPC shall invoice Company on not more than a monthly basis for ENRA Costs. Invoices shall be sent by first class mail to:

Sean O'Reilly
Energy Delivery Solutions LLC
One Letterman Drive, Bldg. C, 5th Fl.
San Francisco, CA 94129

and shall be for reasonable expenses incurred under this Agreement. The City and PPC will provide supporting documentation describing the services rendered and the time involved in each task. Company recognizes and accepts that invoices relating to legal services will have billed amounts, and not descriptions of work actually performed, so as

to avoid waiver of attorney-client privilege. A completed form W-9 from the Internal Revenue Service must accompany the initial invoice.

B. If Company fails to make the Reimbursement Payment(s) as required under this Agreement within thirty (30) days of receipt of the bill, or within such greater periods of time as may be provided in the notice from the City and/or PPC or as agreed upon by the Parties in writing, then the City and/or PPC may direct that all work performed pursuant to the ENRA be suspended until Company has made such additional Reimbursement Payment(s). Such suspension of work shall not constitute default of either the City or PPC under the ENRA.

C. Company may at any time request City and/or PPC to provide an estimate of its anticipated monthly costs looking forward for up to a three-month period, and in consultation with City and PPC may establish an agreed-upon budget for ENRA costs.

D. Company may at any time request in writing that City and/or PPC cease performing Project Services until further written notice, and City and/or PPC agree to comply with such written request if made.

5. Authority and Obligations of the City.

Company fully understands and agrees to each of the following:

A. City acknowledges that Company shall only provide Reimbursement Payments for reasonable expenses incurred for ENRA Costs in connection with the City and PPC's ENRA Activities.

B. Except as provided herein, neither City nor PPC makes any promise, representation, or warranty, express or implied, that the City or PPC, or their respective staffs or consultants will provide the Project Services referenced in this Agreement by a certain date or in a certain manner. City staff and consultants will provide Project Services referenced in this Agreement in a timely manner and without unreasonable delay.

C. The Reimbursement Payments under this Agreement shall in no way influence the actions of the City or PPC in respect to the review, analysis and evaluation of, or negotiation regarding, key business terms related to the establishment and development of a potential Project or Projects in the City. Neither Company nor any other person providing funding for the provision of Project Services under this Agreement shall, because of such payments under this Agreement, have any expectation as to the results of the City's or PPC's ENRA Activities. Company is expressly prohibited from directly or indirectly exercising any supervision or control over the work of the officers, employees, agents, and consultants used by the City or PPC to perform the Project Services. This prohibition shall not be construed to preclude the City or PPC, of their respective agents, employees and consultants from consulting with Company concerning matters affecting the provision of Project Services under this Agreement. No promises, representations, or warranties have been made, expressly or implicitly, by the City or PPC, or their respective officials, agents, or employees and, it is

specifically agreed no person has any authority to make any such representation, promise, or warranty, to Company or any other person that the Reimbursement Payments will in any way influence the actions of the City or PPC in respect to the ENRA.

6. Authority and Obligation of Company.

Company agrees:

A. To make timely payments for expenses incurred for ENRA Costs in connection with the ENRA Activities and Project Services as specified in this Agreement

B. To cooperate fully in the implementation of this Agreement including, but not limited to, allowing the City and PPC reasonable access to the documents related to the potential development of a Project or Projects within the City for studies, analyses, and other matters relating to this Agreement, subject as appropriate to the terms of the Confidentiality Agreement entered into by the parties.

C. To pay all City or PPC fees, assessments, and other levies which are applicable to any Project, upon application, at the rate in effect at the time the fee is paid to and accepted by the City and/or PPC.

D. To comply fully with all applicable City, local, regional, state, and federal rules, regulations, resolutions, ordinances, and laws, as they may exist now or in the future, in connection with any Project.

7. Amendment.

This Agreement, including any exhibits hereto, may be amended only by mutual written agreement of the parties.

8. Remedies. If Company fails to make the Reimbursement Payment(s) by the end of any month in which City and/or PPC delivers an invoice on or before the tenth day of that month, then the City and /or PPC may direct that all work performed as Project Services be suspended until Company has made such additional Reimbursement Payment(s).

This section and Section 10 herein set forth the sole remedies for breach of this Agreement. Notwithstanding any provision hereof to the contrary, Company shall also continue to be liable for any unpaid ENRA Costs.

9. No Agency, Joint Venture or Partnership.

City, PPC and Company hereby renounce the existence of any form of agency relationship, joint venture or partnership between City, PPC and Company and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City, PPC and Company .

10. Indemnification.

A. Company agrees to indemnify, defend, and hold harmless the City and PPC, and their respective officials, officers, employees, agents and consultants from any and all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, of every kind and nature arising out of or in connection with Company's performance under this Agreement or 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 this Agreement. The parties shall cooperate in defending such action or proceeding. Company shall pay for both PPC and the City's reasonable 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 reasonable attorneys' fees expended by PPC or the City in defense of any such action or proceeding, plus reasonable 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. If the parties cannot reach agreement, PPC and/or the City may select its own legal counsel and Company agrees to pay directly or timely reimburse on a monthly basis PPC and the City for all such court costs, attorney fees, and time referenced herein.

B. The parties agree that this Section 10 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 10, which shall survive such invalidation, nullification, or setting aside.

C. The parties anticipate entering into one or more comprehensive agreements as to a specific Project, and that such agreements will contain indemnification provisions that will be drafted and negotiated specifically with regard to such Project. Those Project-specific indemnification provisions, when duly executed by all parties hereto, shall supersede the provisions set forth in this Section 10 as to any such Project.

11. Venue and Applicable Law.

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. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

12. Entire Agreement.

Each party acknowledges that this Agreement sets forth all covenants, promises, conditions and understanding between the parties regarding the matters set forth herein, and there are no promises, conditions, or understanding either oral or in writing between the parties other than as set forth herein, excepting that certain Confidentiality Agreement entered into by the parties on 1 August 2017, and that certain

Exclusive Negotiating Rights Agreement entered into by the parties on 1 August 2017. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by them.

13. **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.

14. **Interpretation of Agreement.**

This Agreement constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior discussions, negotiations, and agreements whether oral or written. Any amendment to this Agreement, including an oral modification 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.

15. **Termination.**

Any party may terminate this Agreement upon thirty (30) days' written notice to the other two parties. Upon receipt of such notice, if given by Company, City and PPC shall cease performing Project Services, and Company shall remain responsible for reimbursement as to Project Services already performed.

16. **Notices.**

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:

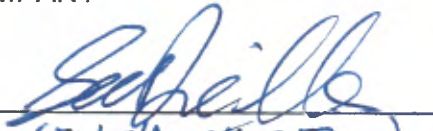
Energy Delivery Solutions LLC
One Letterman Drive, Bldg. C, 5th Fl.
San Francisco, CA 94129
Attention: Cliff Losh
Phone: (415) 291-2290
Facsimile: (415) 651-9500

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.

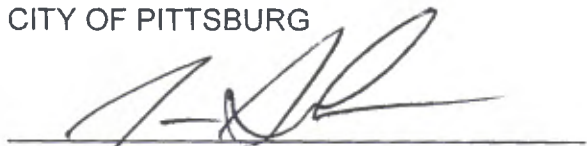
(Signature Page Follows)

THE COMPANY

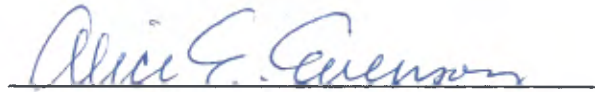
By:


SEAN O'REILLY, CEO

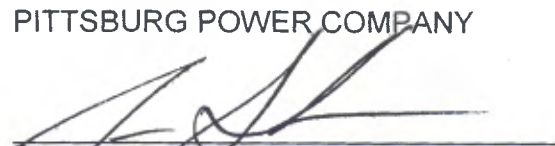
CITY OF PITTSBURG


Joe Sbranti, City Manager

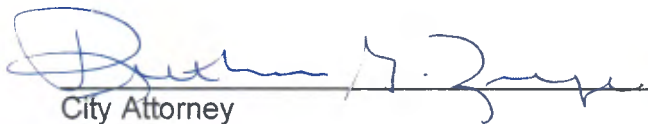
ATTEST:


City Clerk

PITTSBURG POWER COMPANY


Joe Sbranti, Executive Director

APPROVED AS TO FORM:


City Attorney
Ruthann G. Ziegler

APPROVED AS TO FORM:


Legal Counsel
Ruthann G. Ziegler



**Office of the City Manager
65 Civic Avenue
Pittsburg, CA 94565**

MEMO: January 21, 2020
TO: Mayor and Council Members
FROM: Garrett Evans, City Manager
RE: **Adoption of a City Council Resolution Establishing the Maximum Number of Condominium Conversions for Calendar Year 2020**

EXECUTIVE SUMMARY

Section 17.44.070 of the Pittsburg Municipal Code (PMC), limits the number of apartments that can be converted annually to condominiums to an amount established by the City Council at the beginning of each calendar year. If approved, the proposed resolution will establish the maximum number of condominium conversions for the year 2020.

FISCAL IMPACT

There is no fiscal impact associated with the establishment of the maximum number of condominium conversions for the year 2020.

RECOMMENDATION

City Council adopt the attached resolution allowing a maximum of 516 apartment units to be converted to condominiums in 2020.

BACKGROUND

In 1986, the City Council adopted Ordinance No. 86-897 amending the subdivision ordinance (PMC Title 17) to limit the number of rental units that may be converted annually to individually owned condominiums. Pursuant to that ordinance and current PMC section 17.44.070, the number of units that may be converted is a policy decision to be made by the City Council, set on an annual basis at the beginning of each

calendar year.

The total number of multifamily rental units eligible to be converted is derived by calculating the total number of existing multifamily rental units in the City (in buildings with two or more residential units) and subtracting the total number of rental units with existing, approved condominium maps.

Staff found the number of multifamily rental units by conducting a query of specific use codes in the Contra Costa County database, including duplex, triplex, fourplex, combinations, and apartments.

The total number of multifamily rental units found in the City was 5,495. Of these units, 332 have existing, approved condominium maps (Delta Hawaii Senior Apartments with 24 units, La Almenara with 20 units, Lakeview Apartments with 132 units, and Leland Terrace Apartments with 156 units). If subtracted from the total number of existing multifamily rental units in the City, the net total number of rental units eligible for conversion under the condominium conversion ordinance is 5,163.

SUBCOMMITTEE FINDINGS

This item was not submitted for subcommittee review.

STAFF ANALYSIS

For the past 34 years, the City Council has maintained a policy of allowing up to 10 percent of the existing multi-family rental housing stock to be converted to condominiums. No condominium conversions have been approved (or requested) since 2006, when the Planning Commission approved the condo conversion of Creekside Senior Apartments (88 units). However, in 2007, the Planning Commission adopted a resolution to rescind this condo conversion.

Staff recommends a continued policy of allowing up to 10 percent of rental units without pre-existing final or tentative condominium maps to be converted to condominiums for the 2020 calendar year. This policy decision would allow a maximum of 516 rental units to be converted to condominium units during the 2020 calendar year.

ATTACHMENTS

Resolution

Report Prepared By: Celina Palmer, Assistant Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution to)
Establish the Maximum Number of)
Condominium Conversions for Calendar)
Year 2020, in Accordance with Section)
17.44.070 of the Pittsburgh Municipal Code)

RESOLUTION NO. 20-

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, Pittsburgh Municipal Code section 17.44.070 provides in part that the maximum number of apartment units that may be approved for condominium conversion in any one calendar year shall be limited to a number established by City Council resolution at the beginning of that same calendar year; and,

WHEREAS, based on the above, the City Council wishes to establish the maximum number of units that may be approved for conversion to condominiums during the 2020 calendar year; and,

WHEREAS, City staff has determined that as of January 1, 2020, there are 5,163 rental units in buildings of two or more units in the City that are not covered by pre-existing final condominium maps.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburgh hereby establishes, in accordance with section 17.44.070 of the Pittsburgh Municipal Code, the maximum number of apartment units that may be approved for conversion to condominiums during the 2020 calendar year shall be limited to 516 units.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a Minute Order Approving Creation of Standing Committee for City Infrastructure and Transportation

MEETING DATE:

EXECUTIVE SUMMARY

In accordance with the City of Pittsburg "Policies and Procedures for the 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. Council Member Banales has requested creation of a standing committee for City Infrastructure and Transportation, with appointment of two committee members.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Create a standing Committee for City Infrastructure and Transportation and appoint two Council Members to serve on the committee. Creation of this Committee will terminate the Ad Hoc CIP (Capital Improvement Program) committee.

BACKGROUND

At the December 16, 2019 Council Meeting, Member Banales discussed the creation of a standing committee for infrastructure and transportation matters. The City Council approved this item by a vote of 4-0 to create this committee.

SUBCOMMITTEE FINDINGS

This item was not submitted to a subcommittee.

STAFF ANALYSIS

There is a need for a committee to address all transportation concerns, and this committee could facilitate grant sources as well as discussion and collaboration with neighboring cities and agencies. This committee will also be consistent with the City Council Goals discussion of 2019 initiated by Council Member White and strongly emphasized by the whole City Council regarding Transportation. Finally, the inclusion of Infrastructure in this committee would replace the Ad Hoc CIP (Capital Improvement Program) committee.

ATTACHMENTS:

None

Report Prepared By:
Alice E. Evenson, City Clerk