



**CITY OF PITTSBURG
AGENDA**

NOVEMBER 01, 2021

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

**CLOSED SESSION
6:00 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

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

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

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

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

This meeting will be held in compliance with California Government Code Section 54953(e)(2), which was added by Assembly Bill 361 which became effective Oct. 1, 2021, pursuant to the Governor's Executive Order N-15-21. On October 4, 2021, the City Council authorized teleconferenced meetings of the City Council and Commissions upon findings made in Resolution 21-13997 as required by state law. In addition, all Boards authorized teleconferenced meetings. City Council Members/Board Members/Commissioners will be participating electronically and will not be physically present in the Council Chamber. Pursuant to Government Code Section 54953(e)(3), the Council/Board/Commission authorization is effective for 30 days and may be extended every 30 days if the Council/Board/Commission makes required findings.

The public is invited to watch and participate in meetings via the methods listed below:

Watch the live meeting via the City's webcast (www.pittsburgca.gov), or on Delta TV Comcast Channel 32, or Delta TV AT&T U-Verse Channel 99.

Members of the public may comment live via Zoom video conferencing. Download Zoom from its website: www.zoom.com. Zoom also allows you to join the meeting by phone. Join the meeting at any point but be sure you are in the meeting prior to the City Council/Board/Commission consideration of the item on which you would like to provide comment.

From a PC, Mac, iPad, iPhone or Android:

- Webinar ID: **846 1231 3769**
- Passcode: **106491**
- By phone: **US: +1-669-900-6833 or +1346-348-7799**

Speakers are asked to provide their name and city of residence for the record, although providing this is not required for participation.

Each speaker will be afforded up to 3 minutes to speak (at the discretion of the Mayor/Chair).

When the Mayor/Chair opens a public comment period on the item on which you would like to comment, please use the "Raise Hand" feature (or press *9 if connecting via telephone) which will alert staff that you have a comment to provide. You will be invited to speak when it is your turn. Speakers will be muted until their opportunity to provide public comment. You will not be seen or heard until it is your turn to speak. You will be muted again after the allotted time to speak. Just as in a live meeting inside the Council Chamber, only one comment per agenda item per person is allowed.

When making public comment during the meeting, please

1. Try to be in a room or space without a lot of background noise.
2. Mute your microphone until it is your turn to speak, then mute your speakers while speaking.
3. Have a strong, reliable internet connection or cell phone signal.

In the event of a disruption which prevents the City Council/Board/Commission from broadcasting the meeting to the public or from receiving public comment, no further action will be taken at the meeting.

Written comments provided by the public will be accepted and given to the Council/Board/Commission although they will not be read at the meeting.

AUDIENCE REMARKS

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

6:00 P.M. - CONVENE IN CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Section 54956.8:

Property: Montezuma Street (APN 085-020-004): Negotiators for City: Garrett Evans, Maria Aliotti; Negotiating Parties: Frank Macaluso, as Trustee of the Frank P. Macaluso 2015 Living Trust, U/A dated October 19, 2015; Under Negotiation: both price and terms of payment

2. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

City designated representatives: Garrett Evans, Stacy Shell, Charles Sakai, Sloan Sakai Yeung & Wong LLP

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; International Brotherhood of Electrical Workers Local 1295

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

PROCLAMATION

3. Veteran's Day

PRESENTATION

4. Homeless Shower Program

CITY MANAGER REPORTS/REMARKS

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

PUBLIC COMMENTS

See Public Advisory.

COMMITTEE REPORTS

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

CITY COUNCIL MEETING

CONSIDERATION

5. Adoption of Resolutions Making Findings in Support of Continuing to Hold Public Meetings by Teleconference Pursuant to California Government Code Section 54953(e)

Assembly Bill 361 (AB 361) amended the Brown Act to allow cities to continue to meet remotely during proclaimed states of emergency under specified conditions. Findings must be made every 30 days.

6. Adoption of a City Council Resolution to Authorize the City Manager to Execute an Amendment to the Master Services Agreement with OpenCounter Enterprises Inc.

On August 5, 2020, the City entered into a Master Services Agreement ("Agreement") with OpenCounter Enterprises Inc. ("OpenCounter") for creation of an online portal that allows the public to find zoning and permitting information. The proposed amendment to the Agreement would extend the term for an additional year at a rate of \$56,630.

7. Adoption by Minute Order of a City Council Recess for Winter Months

Historically, the City Council takes a recess during the winter months to allow for both staff and Council vacations during the holiday season and to accommodate the City's Winter Closure. The City Council determines whether or not to have a Council winter recess.

CONFLICT OF INTEREST STATEMENT

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

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

8. Minutes of October 18, 2021
9. Adoption of a City Council Resolution to Amend Management Group and Senior Executive Team Salary and Benefit Schedules

The City Council is being asked to adopt the proposed amendments to the Management Group and Senior Executive Team Salary and Benefits Schedule to incorporate a two-point-five percent (2.5%) salary range adjustment, one-thousand-dollar (\$1,000.00) lump sum payment, and specific revisions to certain

articles of the Salary and Benefits Schedules to be amended.

10. Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for Employees in the Pittsburgh Police Officers' Association for the Period July 1, 2021–June 30, 2022

The Memorandum of Understanding between the City of Pittsburgh and the Pittsburgh Police Officers' Association (POA) expired on June 30, 2021. The City and POA representatives started negotiation sessions in March 2021 to develop a successor Memorandum of Understanding (MOU) and have reached a tentative agreement on the terms and conditions of employment for fiscal year 2021-2022 that provides for a one-year contract term, two-point five percent (2.5%) cost of living adjustment (COLA), one-thousand-dollar (\$1,000.00) lump sum payment, and specific revisions to certain articles of the MOU to be amended. Should Council approve these terms, staff will prepare a successor MOU that incorporates the agreed upon changes.

11. Adoption of Ordinances Amending Title 18 of the Pittsburgh Municipal Code Related to Large Family Daycares, Vehicle Parking Requirements, and Other Miscellaneous Text Amendments

On October 4, 2021, the City Council held a public hearing on amendments to City of Pittsburgh Municipal Code (PMC) Title 18, the "Zoning Code," related to large family daycares, vehicle parking requirements, and other miscellaneous text amendments intended to clarify minor inconsistencies and ensure compliance with recent amendments and additions to State Law. After closing the public hearing, the Council voted 5-0 to introduce and waive further reading of Ordinance Nos. 21-1496 (Amending Title 18 of the Pittsburgh Municipal Code Related to Large Family Daycares), 21-1497 (Amending Title 18 of the Pittsburgh Municipal Code Related to Off-Street Parking Requirements), and 21-1498 (Amending Title 18 of the Pittsburgh Municipal Code Related to Miscellaneous Text Amendments). The ordinances are now ready for City Council adoption.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

Council Members may request items to be considered for future agendas. An item will only be brought forward with a majority vote and will appear on a future agenda with staff recommendations for further Council consideration.

COUNCIL MEMBER REMARKS

Council Members may make brief announcements or informal comments at this time. (No Action Required)
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ADJOURNMENT to November 15, 2021

NOTICE TO PUBLIC

GENERAL INFORMATION

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

SPEAKER'S CARD

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

PUBLIC HEARINGS

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

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders which require a hearing by law, the receipt of evidence, and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge an action take 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 - 2021

Updated August 16, 2021

<u>OUTSIDE AGENCY BOARDS</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
ABAG	Merl Craft / Holland White Alternate	Standing	Annual	G. Evans
Delta Diablo**	Juan Banales / Shanelle Scales-Preston Alt.	Standing	2 nd Wednesday	R. Abono
East Co. Co. County Habitat Conservancy	Juan Banales / Jelani Killings Alternate	Standing	Monthly	Planning
East County Water Management	Juan Banales / Jelani Killings Alternate	Standing	Annual	R. Abono
MCE Clean Energy Board	Shanelle Scales-Preston / Holland White Alt.	Standing	4 Per Year	D. Buchanan
TRANSPLAN / ECCRFFA	Holland White / Juan Banales Alternate	Standing	2 nd Thursday	R. Abono
Tri-Delta Transit (2 reps)***	S. Scales-Preston & Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	R. Abono
<u>LIAISON TO</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
East Bay League of Calif. Cities	Shanelle Scales-Preston / Merl Craft Alt.	Standing	3 rd Thursday	*Rotational
Mayor's Conference	Merl Craft / Holland White Alt.	Standing	1 st Thursday	G. Evans
School Districts Committee (2x2)	Merl Craft & Holland White / Shanelle Scales-Preston Alt.	Standing	2nd Thursday even months	G. Evans
<u>SUBCOMMITTEES</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
American Rescue Plan Act (ARPA)	Merl Craft & Holland White	Ad Hoc	As needed	G. Evans
CAC CDBG Subcommittee	S. Scales-Preston & Jelani Killings / Holland White Alt.	Standing	As needed	M. Aliotti
City Council Policy and Procedures Review	Juan Banales & Merl Craft	Ad Hoc	As needed	G. Evans
City Infrastructure and Transportation	Holland White & Juan Banales / S. Scales-Preston Alt.	Standing	Ad needed	G. Evans
Community Services Subcommittee	Merl Craft & Shanelle Scales-Preston / Juan Banales Alt.	Standing	As needed	M. Aliotti
Constituent Management Services	S. Scales-Preston & Juan Banales / Holland White Alt.	Ad Hoc	As needed	G. Evans
Government Performance Subcommittee	Holland White & Juan Banales	Ad Hoc	As needed	G. Evans
Hills Committee	Juan Banales & Jelani Killings / Merl Craft Alt.	Ad Hoc	As needed	G. Evans
Pittsburg Recognition Committee	Merl Craft / Juan Banales Alt.	Standing	As needed	J. Hecht
Economic Develop/Waterfront Subcommittee	Jelani Killings & Holland White / Juan Banales Alt.	Standing	As needed	J. Davis
Finance Subcommittee	Juan Banales & Holland White / Jelani Killings Alt.	Standing	As needed	P. Rodrigues
Land Use Subcommittee	Juan Banales & Holland White / Merl Craft Alt.	Standing	As needed	J. Davis
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 / Juan Banales Alt.	Standing	As needed	D. Buchanan
Public Safety Subcommittee	Holland White & Shanelle Scales-Preston	Standing	As needed	B. Addington
Sister City Committee	Jelani Killings & Merl Craft / Holland White Alt.	Standing	As needed	K. Simonton

*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.



City of Pittsburg

65 Civic Avenue • Pittsburg, California 94565

Proclamation

VETERANS DAY
NOVEMBER 11, 2021

WHEREAS, the men and women who have and currently are serving in the Armed Forces of the United States of America have made major contributions toward the preservation of this Nation and its people;

WHEREAS, the services performed by these millions of gallant Americans have demonstrated the willingness of our nation to meet the challenges of those forces wishing to subjugate individual determination through armed conflict; and

WHEREAS, honorable service performed in the defense of our nation in time of war is the highest form of citizenship; and

WHEREAS, the Congress of the United States of America has designated the eleventh day of November of each year as Veterans Day; and

WHEREAS, the Nation and the free world are eternally grateful for the contributions of American Veterans – men and women – to the advancement of the cause of an honorable world peace.

NOW, THEREFORE, I, Merl Craft, Mayor, on behalf of the City Council of the City of Pittsburg, do hereby proclaim November 11, 2021 as Veterans Day in the City of Pittsburg and encourage all citizens to observe the day with appropriate ceremonies in honor of those who have served and are serving to preserve the principles of Justice, Freedom and Democracy.



Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

November 11, 2021



City of
Pittsburgh

Homeless Shower Program Presentation
City Council Meeting
November 1, 2021

Partnerships



Current Services:

- St. Vincent de Paul – clothing and RotoCare (healthcare services)
- Loaves and Fishes – meals
- Dentist on Wheels – dental services
- CORE – homeless resources

Additional Services :

- Bay Church – shower
- City of Pittsburg – water and City staff time



Showers



Showers



1. Water is drawn from a hydrant.

2. Water is heated by a tankless heater.



3. Grey water is deposited into a clean out.

4. Black water is stored and brought to a facility for disposal.



Schedule



- Saturdays
- 9:30 am – 12:30 pm
- Commencing 11/06/21
- 12-week pilot

Cost to City



- PW Staff Time
 - \$7,200 for 12-week pilot
 - \$31,200 annually
- Water
 - \$300 for 12-week pilot
 - \$1,200 annually
- Paid out of Homeless Project Account



Questions?



**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 Resolutions Making Findings in Support of Continuing to Hold Public Meetings by Teleconference Pursuant to California Government Code Section 54953(e)

MEETING DATE: November 1, 2021

EXECUTIVE SUMMARY

Assembly Bill 361 (AB 361) amended the Brown Act to allow cities to continue to meet remotely during proclaimed states of emergency under specified conditions. Findings must be made every 30 days.

FISCAL IMPACT

There is no fiscal impact to the General Fund by this action.

RECOMMENDATION

The City Council, Successor Agency Governing Board, Pittsburg Power Company Governing Board, and Housing Authority Governing Board, adopt the attached resolutions and hold remote public meetings for the month of November 2021 in accordance with the requirements of AB 361.

BACKGROUND

Beginning in March 2020, Governor Newsom issued a series of Executive Orders aimed at containing the novel coronavirus. Among these were Executive Orders—N-25-20 and N-29-20 (collectively, the “Brown Act Orders”) — that waived requirements in the Brown Act expressly or impliedly requiring the physical presence of legislative body members, staff, or the public at local agency meetings.

On June 11, 2021, the Governor issued Executive Order N-08-21, to begin winding down some of the prior measures that were adopted to respond to COVID-19. Notably, N-08-21 established an end date to the Brown Act Orders, effective September 30, 2021.

On September 16, Governor Newsom signed Assembly Bill 361 which amended the Brown Act to allow cities to continue to meet remotely during proclaimed states of emergency under specified conditions and so long as certain findings are made by a majority of the legislative body. Findings were made on October 4, 2021, and are effective through November 3, 2021.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Cities that wish to continue meeting by teleconference beyond September 30 must comply with the requirements of California Government Code Section 54953, which was amended by AB 361.

Specifically, newly amended Government Code Section 54953 requires the following procedures:

- Give notice and post agendas as otherwise required by the Brown Act;
- List on the agenda how the public can electronically attend and comment at the meeting. Note that a public agency is not required to offer an in-person option for the public to attend and comment at such a meeting;
- Provide an opportunity to comment in advance of and during the meeting;
- Allow a reasonable amount of time to register, if required, and comment on each agenda item or at least the amount of time allowed per agency meeting protocols, whichever is longer;
- No action may be taken during a disruption that inhibits the broadcast of the meeting or the public's ability to comment;
- All votes must be via rollcall;
- Comply with state and federal civil rights and non-discrimination laws; and
- Take all precautions to protect the statutory and constitutional rights of the public.

While it only applies in situations where the Governor has proclaimed a state of emergency, and not, for instance, when only a local health officer has declared an emergency, AB 361 provides an explicit avenue for local public agencies to meet remotely in the case of a public health, or other, emergency that inhibits the opportunity to meet in person. AB 361 provides the flexibility to meet by teleconference through December 31, 2023, unless extended.

The City Council resolution, if approved, would also authorize teleconferenced meetings of the Planning Commission, Community Advisory Commission, and all other boards, commissions, and subcommittees.

Making the findings would allow teleconferenced meetings through November 2021.

ATTACHMENTS: Resolutions

Report Prepared By: Garrett Evans, City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Making Findings in Support of Continuing to)
Hold Public Meetings By Teleconference) RESOLUTION NO. 21-
Pursuant to California Government Code)
Sec. 54953(e))

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of emergency due to COVID-19; and

WHEREAS, on March 10, 2020, the Contra Costa County Board of Supervisors issued an emergency proclamation to respond to COVID-19; and

WHEREAS, on March 16, 2020, the City Council proclaimed the existence of a local emergency in response to COVID-19; and

WHEREAS, on March 12, 2020, the Governor issued Executive Order N-25-20, which suspended specified requirements under the Brown Act with regard to teleconferenced meetings of legislative bodies during the period in which state or local public health officials have imposed or recommended measures to promote social distancing; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-29-20, which modified and replaced the Brown Act language of Executive Order N-25-20, continuing to suspend specified requirements under the Brown Act for teleconferenced meetings of legislative bodies during the period in which state or local public health officials have imposed or recommended social distancing measures; and

WHEREAS on June 11, 2021, the Governor issued Executive Order N-08-21, which modified and replaced the Brown Act language of Executive Order N-29-20 and set forth an end date of September 30, 2021; and

WHEREAS, in September 2021 the State Legislature passed Assembly Bill 361, which was signed into law by the Governor on September 19, 2021; and

WHEREAS, AB 361 amended the Brown Act at Government Code Section 54953 to allow, until January 1, 2024, a legislative body to use teleconferencing without adhering to specified requirements so long as, among other circumstances, the meeting is held during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing, and so long as the legislative body reconsiders the circumstances every 30 days; and

WHEREAS, on September 20, 2021, the Contra Costa County Health Officer issued recommendations for public meetings, which recommendations include social distancing.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby makes the following findings:

1. The circumstances of the state of emergency have been reconsidered. The state of emergency declared by the Governor has not been terminated. The state of emergency declared by the County Board of Supervisors has not been terminated. The state of emergency declared by the City Council has not been terminated.
2. State or local officials continue to impose or recommend measures to promote social distancing. The County Health Official on September 20, 2021, issued a recommendation for social distancing, among other recommendations, during public meetings.

BE IT FURTHER RESOLVED that the City Council hereby approves meetings of the City Council, Planning Commission, Community Advisory Commission, and any other commission, board or subcommittee, to be held by teleconference, in compliance with California Government Code Section 54953(e).

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 1st day of November 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

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

In the Matter of:

Making Findings in Support of Continuing to) Hold Public Meetings By Teleconference) Pursuant to California Government Code) <u>Sec. 54953(e)</u>)	RESOLUTION NO. 21-
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WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of emergency due to COVID-19; and

WHEREAS, on March 10, 2020, the Contra Costa County Board of Supervisors issued an emergency proclamation to respond to COVID-19; and

WHEREAS, on March 16, 2020, the City Council proclaimed the existence of a local emergency in response to COVID-19; and

WHEREAS, on March 12, 2020, the Governor issued Executive Order N-25-20, which suspended specified requirements under the Brown Act with regard to teleconferenced meetings of legislative bodies during the period in which state or local public health officials have imposed or recommended measures to promote social distancing; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-29-20, which modified and replaced the Brown Act language of Executive Order N-25-20, continuing to suspend specified requirements under the Brown Act for teleconferenced meetings of legislative bodies during the period in which state or local public health officials have imposed or recommended social distancing measures; and

WHEREAS on June 11, 2021, the Governor issued Executive Order N-08-21, which modified and replaced the Brown Act language of Executive Order N-29-20 and set forth an end date of September 30, 2021; and

WHEREAS, in September 2021 the State Legislature passed Assembly Bill 361, which was signed into law by the Governor on September 19, 2021; and

WHEREAS, AB 361 amended the Brown Act at Government Code Section 54953 to allow, until January 1, 2024, a legislative body to use teleconferencing without adhering to specified requirements so long as, among other circumstances, the meeting is held during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing, and so long as the legislative body reconsiders the circumstances every 30 days; and

WHEREAS, on September 20, 2021, the Contra Costa County Health Officer issued recommendations for public meetings, which recommendations include social distancing.

NOW, THEREFORE BE IT RESOLVED that the Housing Authority Governing Board hereby makes the following findings:

1. The circumstances of the state of emergency have been reconsidered. The state of emergency declared by the Governor has not been terminated. The state of emergency declared by the County Board of Supervisors has not been terminated. The state of emergency declared by the City Council has not been terminated.
2. State or local officials continue to impose or recommend measures to promote social distancing. The County Health Official on September 20, 2021, issued a recommendation for social distancing, among other recommendations, during public meetings.

BE IT FURTHER RESOLVED that the Housing Authority Governing Board hereby approves meetings to be held by teleconference, in compliance with California Government Code Section 54953(e).

PASSED AND ADOPTED by the Housing Authority Governing Board at a regular meeting on the 1st day of November 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Chair

ATTEST:

Alice E. Evenson, Agency Secretary

BEFORE THE GOVERNING BOARD OF THE PITTSBURG ARTS
AND COMMUNITY FOUNDATION

In the Matter of:

Making Findings in Support of Continuing to)	
Hold Public Meetings By Teleconference)	RESOLUTION NO. 21-
Pursuant to California Government Code)	
<u>Sec. 54953(e)</u>)	

WHEREAS, the Pittsburg Arts and Community Foundation is a 501(c)(3) nonprofit formed for the purpose of providing assistance to the City of Pittsburg and its Bylaws provide at Article III Section 1 that meetings of the board shall be held in compliance with the Brown Act; and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of emergency due to COVID-19; and

WHEREAS, on March 10, 2020, the Contra Costa County Board of Supervisors issued an emergency proclamation to respond to COVID-19; and

WHEREAS, on March 16, 2020, the City Council proclaimed the existence of a local emergency in response to COVID-19; and

WHEREAS, on March 12, 2020, the Governor issued Executive Order N-25-20, which suspended specified requirements under the Brown Act with regard to teleconferenced meetings of legislative bodies during the period in which state or local public health officials have imposed or recommended measures to promote social distancing; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-29-20, which modified and replaced the Brown Act language of Executive Order N-25-20, continuing to suspend specified requirements under the Brown Act for teleconferenced meetings of legislative bodies during the period in which state or local public health officials have imposed or recommended social distancing measures; and

WHEREAS on June 11, 2021, the Governor issued Executive Order N-08-21, which modified and replaced the Brown Act language of Executive Order N-29-20 and set forth an end date of September 30, 2021; and

WHEREAS, in September 2021 the State Legislature passed Assembly Bill 361, which was signed into law by the Governor on September 19, 2021; and

WHEREAS, AB 361 amended the Brown Act at Government Code Section 54953 to allow, until January 1, 2024, a legislative body to use teleconferencing without adhering to specified requirements so long as, among other circumstances, the meeting is held during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing, and so long as the legislative body reconsiders the circumstances every 30 days; and

WHEREAS, on September 20, 2021, the Contra Costa County Health Officer issued recommendations for public meetings, which recommendations include social distancing.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Pittsburg Arts and Community Foundation hereby makes the following findings:

1. The circumstances of the state of emergency have been reconsidered. The state of emergency declared by the Governor has not been terminated. The state of emergency declared by the County Board of Supervisors has not been terminated. The state of emergency declared by the City Council has not been terminated.
2. State or local officials continue to impose or recommend measures to promote social distancing. The County Health Official on September 20, 2021, issued a recommendation for social distancing, among other recommendations, during public meetings.

BE IT FURTHER RESOLVED that the Governing Board of the Pittsburg Arts and Community Foundation hereby approves meetings to be held by teleconference, in compliance with California Government Code Section 54953(e).

PASSED AND ADOPTED by the Governing Board of the Pittsburg Arts and Community Foundation at a regular meeting on the 1st day of November 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Chair

ATTEST:

Alice E. Evenson, Agency Secretary

BEFORE THE PITTSBURG POWER COMPANY GOVERNING BOARD

In the Matter of:

Making Findings in Support of Continuing to)
Hold Public Meetings By Teleconference) RESOLUTION NO. 21-
Pursuant to California Government Code)
Sec. 54953(e))

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of emergency due to COVID-19; and

WHEREAS, on March 10, 2020, the Contra Costa County Board of Supervisors issued an emergency proclamation to respond to COVID-19; and

WHEREAS, on March 16, 2020, the City Council proclaimed the existence of a local emergency in response to COVID-19; and

WHEREAS, on March 12, 2020, the Governor issued Executive Order N-25-20, which suspended specified requirements under the Brown Act with regard to teleconferenced meetings of legislative bodies during the period in which state or local public health officials have imposed or recommended measures to promote social distancing; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-29-20, which modified and replaced the Brown Act language of Executive Order N-25-20, continuing to suspend specified requirements under the Brown Act for teleconferenced meetings of legislative bodies during the period in which state or local public health officials have imposed or recommended social distancing measures; and

WHEREAS on June 11, 2021, the Governor issued Executive Order N-08-21, which modified and replaced the Brown Act language of Executive Order N-29-20 and set forth an end date of September 30, 2021; and

WHEREAS, in September 2021 the State Legislature passed Assembly Bill 361, which was signed into law by the Governor on September 19, 2021; and

WHEREAS, AB 361 amended the Brown Act at Government Code Section 54953 to allow, until January 1, 2024, a legislative body to use teleconferencing without adhering to specified requirements so long as, among other circumstances, the meeting is held during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing, and so long as the legislative body reconsiders the circumstances every 30 days; and

WHEREAS, on September 20, 2021, the Contra Costa County Health Officer issued recommendations for public meetings, which recommendations include social distancing.

NOW, THEREFORE BE IT RESOLVED that the Pittsburg Power Company Governing Board hereby makes the following findings:

1. The circumstances of the state of emergency have been reconsidered. The state of emergency declared by the Governor has not been terminated. The state of emergency declared by the County Board of Supervisors has not been terminated. The state of emergency declared by the City Council has not been terminated.
2. State or local officials continue to impose or recommend measures to promote social distancing. The County Health Official on September 20, 2021, issued a recommendation for social distancing, among other recommendations, during public meetings.

BE IT FURTHER RESOLVED that the Pittsburg Power Company Governing Board hereby approves meetings to be held by teleconference, in compliance with California Government Code Section 54953(e).

PASSED AND ADOPTED by the Pittsburg Power Company Governing Board at a regular meeting on the 1st day of November 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Chair

ATTEST:

Alice E. Evenson, Executive Secretary

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

In the Matter of:

Making Findings in Support of Continuing to)	
Hold Public Meetings By Teleconference)	RESOLUTION NO. 21-
Pursuant to California Government Code)	
<u>Sec. 54953(e)</u>)	

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of emergency due to COVID-19; and

WHEREAS, on March 10, 2020, the Contra Costa County Board of Supervisors issued an emergency proclamation to respond to COVID-19; and

WHEREAS, on March 16, 2020, the City Council proclaimed the existence of a local emergency in response to COVID-19; and

WHEREAS, on March 12, 2020, the Governor issued Executive Order N-25-20, which suspended specified requirements under the Brown Act with regard to teleconferenced meetings of legislative bodies during the period in which state or local public health officials have imposed or recommended measures to promote social distancing; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-29-20, which modified and replaced the Brown Act language of Executive Order N-25-20, continuing to suspend specified requirements under the Brown Act for teleconferenced meetings of legislative bodies during the period in which state or local public health officials have imposed or recommended social distancing measures; and

WHEREAS on June 11, 2021, the Governor issued Executive Order N-08-21, which modified and replaced the Brown Act language of Executive Order N-29-20 and set forth an end date of September 30, 2021; and

WHEREAS, in September 2021 the State Legislature passed Assembly Bill 361, which was signed into law by the Governor on September 19, 2021; and

WHEREAS, AB 361 amended the Brown Act at Government Code Section 54953 to allow, until January 1, 2024, a legislative body to use teleconferencing without adhering to specified requirements so long as, among other circumstances, the meeting is held during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing, and so long as the legislative body reconsiders the circumstances every 30 days; and

WHEREAS, on September 20, 2021, the Contra Costa County Health Officer issued recommendations for public meetings, which recommendations include social distancing.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Successor Agency to the Redevelopment Agency of the City of Pittsburg hereby makes the following findings:

1. The circumstances of the state of emergency have been reconsidered. The state of emergency declared by the Governor has not been terminated. The state of emergency declared by the County Board of Supervisors has not been terminated. The state of emergency declared by the City Council has not been terminated.
2. State or local officials continue to impose or recommend measures to promote social distancing. The County Health Official on September 20, 2021, issued a recommendation for social distancing, among other recommendations, during public meetings.

BE IT FURTHER RESOLVED that the Governing Board of the Successor Agency to the Redevelopment Agency of the City of Pittsburg hereby approves meetings to be held by teleconference, in compliance with California Government Code Section 54953(e).

PASSED AND ADOPTED by the Governing Board of the Successor Agency to the Redevelopment Agency of the City of Pittsburg at a regular meeting on the 1st day of November, 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Chair

ATTEST:

Alice E. Evenson, Agency Secretary

BEFORE THE GOVERNING BOARD OF THE SOUTHWEST PITTSBURG GEOLOGIC
HAZARD ABATEMENT DISTRICT II

In the Matter of:

Making Findings in Support of Continuing to)
Hold Public Meetings By Teleconference) RESOLUTION NO. 21-
Pursuant to California Government Code)
Sec. 54953(e))

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of emergency due to COVID-19; and

WHEREAS, on March 10, 2020, the Contra Costa County Board of Supervisors issued an emergency proclamation to respond to COVID-19; and

WHEREAS, on March 16, 2020, the City Council proclaimed the existence of a local emergency in response to COVID-19; and

WHEREAS, on March 12, 2020, the Governor issued Executive Order N-25-20, which suspended specified requirements under the Brown Act with regard to teleconferenced meetings of legislative bodies during the period in which state or local public health officials have imposed or recommended measures to promote social distancing; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-29-20, which modified and replaced the Brown Act language of Executive Order N-25-20, continuing to suspend specified requirements under the Brown Act for teleconferenced meetings of legislative bodies during the period in which state or local public health officials have imposed or recommended social distancing measures; and

WHEREAS on June 11, 2021, the Governor issued Executive Order N-08-21, which modified and replaced the Brown Act language of Executive Order N-29-20 and set forth an end date of September 30, 2021; and

WHEREAS, in September 2021 the State Legislature passed Assembly Bill 361, which was signed into law by the Governor on September 19, 2021; and

WHEREAS, AB 361 amended the Brown Act at Government Code Section 54953 to allow, until January 1, 2024, a legislative body to use teleconferencing without adhering to specified requirements so long as, among other circumstances, the meeting is held during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing, and so long as the legislative body reconsiders the circumstances every 30 days; and

WHEREAS, on September 20, 2021, the Contra Costa County Health Officer issued recommendations for public meetings, which recommendations include social distancing.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Southwest Pittsburg Geologic Hazard Abatement District II hereby makes the following findings:

1. The circumstances of the state of emergency have been reconsidered. The state of emergency declared by the Governor has not been terminated. The state of emergency declared by the County Board of Supervisors has not been terminated. The state of emergency declared by the City Council has not been terminated.
2. State or local officials continue to impose or recommend measures to promote social distancing. The County Health Official on September 20, 2021, issued a recommendation for social distancing, among other recommendations, during public meetings.

BE IT FURTHER RESOLVED that the Governing Board of the Southwest Pittsburg Geologic Hazard Abatement District II hereby approves meetings to be held by teleconference, in compliance with California Government Code Section 54953(e).

PASSED AND ADOPTED by the Governing Board of the Southwest Pittsburg Geologic Hazard Abatement District II at a regular meeting on the 1st day of November, 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Chair

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 Authorize the City Manager to Execute an Amendment to the Master Services Agreement with OpenCounter Enterprises Inc.

MEETING DATE: November 1, 2021

EXECUTIVE SUMMARY

On August 5, 2020, the City entered into a Master Services Agreement (“Agreement”) with OpenCounter Enterprises Inc. (“OpenCounter”) for creation of an online portal that allows the public to find zoning and permitting information. The proposed amendment to the Agreement would extend the term for an additional year at a rate of \$56,630.

FISCAL IMPACT

None from this action. The expenditure of \$56,630 for fiscal year 2021-2022 has been budgeted for this expense. No new funds are requested.

RECOMMENDATION

City Council adopt the attached resolution authorizing execution of an amendment to the Master Service Agreement with OpenCounter for zoning and permit information services.

BACKGROUND

As previously stated, the City entered into an agreement with OpenCounter for creation of an online portal that allows the public to find zoning and permitting information. The previous contract included one year of service, as well as a one-time cost for creation of the online portal, for an initial contract amount of \$74,892.20. . From August 2020 through February 2021, staff worked with OpenCounter to create and launch the online portal. OpenCounter also allows residents to apply for residential parking permits.

The increase in the contract amount as a result of the proposed amendment would bring the total contract amount to \$131,492.50.

SUBCOMMITTEE FINDINGS

In October 2019, staff presented the OpenCounter product to the Economic Development Subcommittee. The Subcommittee generally voiced support for the product, and for staff continuing to identify ways for the public to obtain information on permitting and zoning.

STAFF ANALYSIS

Staff believes that the additional funds requested to continue use of OpenCounter for an additional year is warranted. Community and Economic Development staff intend to work with OpenCounter to identify opportunities to market OpenCounter to increase resident usage, including but not limited to providing links within email signatures, advertising during community meetings, and providing a computer for public use at the Community and Economic Development front counter. Staff also believes that the launch of the Accela software in 2022 will increase usage, as permitting activities move increasingly online.

ATTACHMENTS:

1. Proposed Resolution
2. First Amendment to the Master Service Agreement
3. Master Service Agreement

Report prepared by: Jordan Davis, Director of Community and Economic Development

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Authorizing the First)
Amendment to the Master Services)
Agreement with OpenCounter)
Enterprises Inc.)

RESOLUTION NO. 21-_____

WHEREAS, in October 2019, staff presented the OpenCounter Enterprises Inc. ("OpenCounter") product to the Economic Development Subcommittee, who generally voiced support for the product, and for staff continuing to identify ways for the public to obtain information on permitting and zoning; and

WHEREAS, on August 20, 2020, the City entered into a Master Services Agreement ("Agreement") under which OpenCounter agreed to provide hosted software and related professional services; and

WHEREAS, the City wishes to continue to be supplied by OpenCounter with access to certain software-based services provided by City and accessed via the Internet and related professional services for its own use and that of persons and/or businesses applying for one or more permits, the issuance of which is within the jurisdiction of City.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburgh hereby authorizes execution of an amendment to the Agreement with OpenCounter for zoning and permit information services to extend the term of the Agreement for one year for a total contract amount not to exceed One Hundred Thirty-One Thousand Four Hundred Ninety-Two and One-Half Dollars (131,492.50).

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 1st day of November 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk



OPENCOUNTER ENTERPRISES, INC.

AMENDMENT TO MASTER SERVICES AGREEMENT

This Amendment to the Master Services Agreement ("Agreement") that was executed on August 5th, 2020 is entered into as of the last date executed below, the ("Effective Date") by and between Open Counter Enterprises, Inc., and the City of Pittsburg, California ("City") collectively ("Parties").

Recitals

Whereas, City is an agency or division of state or local government, and wishes to continue to be supplied by OpenCounter with access to certain software-based services provided by City and accessed via the Internet and related professional services for its own use and that of persons and/or businesses applying for one or more permits, the issuance of which is within the jurisdiction of City;

Now, Therefore, the Parties agree to enter into this Amendment to the Master Services Agreement between the Parties dated August 5th, 2020 under which OpenCounter agreed to provide hosted software and related professional services.

Amended Terms

- i. Services. The City wishes to renew its current subscription to the OpenCounter Zoning, Business and Residential Portals, including one Online Application.
- ii. Compensation for the Portals will be an annual amount of \$56,630.
- iii. Term. The term of this agreement will extend current service through August 5th, 2022.
- iv. No Other Amendment. Except as modified by this Amendment, the Agreement remains binding on the Parties in full force and effect according to its terms.
- v. Effective Date. This Amendment shall become effective as of the date of the latest signature set forth below retroactively, and through the Term as defined in this Amendment.
- vi. Incorporation of First Amendment. From and after the Effective Date of this Amendment, wherever the term "Agreement" or contract appears in the Agreement, it shall be read and understood to mean the Agreement as amended by this Amendment.
- vii. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute and original and all of which together shall constitute one fully executed Amendment.
- viii. Authority to Execute. Each signatory executing this Amendment on behalf of the Party below warrants that he or she is authorized to enter into and bind that Part to the terms of this amendment.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives.

OPEN COUNTER ENTERPRISES, INC.

CITY OF PITTSBURG, CA

By: _____

By: _____

Name: Joel Mahoney

Name: Garrett Evans

Title: Chief Executive Officer

Title: City Manager

Address/ Email for Notices:

Address/Email for Notices:

Address: 131 Dartmouth St, 3rd Floor
Boston, MA 02116

Address: 65 Civic Ave
Pittsburg, CA 04565

Attention: Contracts

Attention: City Manager

Email: contracts@opencounter.com

Email: gevans@ci.pittsburg.ca.us



MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement"), is entered into and made effective as of AUGUST 5, 2020 (the "Effective Date"), by and between Open Counter Enterprises, Inc. ("OpenCounter") and the City of Pittsburg, CA ("City").

RECITALS

WHEREAS, City is an agency or division of state or local government, and wishes to license OpenCounter's Hosted Services and to purchase the related Professional Services for its own use and that of persons and/or businesses applying for one or more permits or licenses, the issuance of which is within the jurisdiction of City; and

WHEREAS, OpenCounter is willing to provide to City the Hosted Services and related Professional Services, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and obligations set forth in this Agreement, and intending to be legally bound, OpenCounter and City hereby agree as follows:

AGREEMENT

1. Definitions. The following capitalized terms shall have the meanings set forth below (and the following provisions are hereby agreed to by the parties):

1.1. "Application" means an application for a permit or license submitted by a Permit Applicant through the Hosted Services.

1.2. "Application Data" means the information, data and files, including any personally identifiable data, inputted, entered into or otherwise transmitted into the Hosted Services by either the City or Permit Applicants, or generated by the Hosted Services, in connection with Applications submitted by Permit Applicants.

1.3. "Authorized Users" means employees, contractors and agents of City who are authorized by City to access and use the Hosted Services on behalf of City under this Agreement. The maximum number of Authorized Users, if any, is set forth in the Project Schedule. City agrees that it will not grant "Authorized User" access to the Hosted Services to any party who is an employee, contractor or agent of a competitor of OpenCounter.

1.4. "City Content" means the content and materials provided by City to OpenCounter, including without limitation regulations, statutes, ordinances and summaries thereof, fee tables and other tables.

1.5. "Documentation" means the applicable training, support, and other documentation relating to the use of and access to the Hosted Services provided by OpenCounter to City and any Updates thereto provided by OpenCounter.

1.6. "Hosted Services" means OpenCounter's hosted platform identified on the Project Schedule and licensed by City under this Agreement during the Subscription Term, which may include one or more Third Party Features.

1.7. "Intellectual Property Rights" means all patent rights, copyright rights, utility models rights, trade secret rights, trademark rights (including all goodwill associated therewith), rights of publicity, authors' rights, mask work rights, industrial rights, and all other intellectual property, proprietary or other rights, as may exist now and/or hereafter come into existence, including without limitation, (a) all rights, whether existing now or in the future, whether statutory or common law, whether subject to protection under statute, regulation or common law, in any jurisdiction in the world, together with all national, foreign and all applications therefor and state registrations, applications for registration and all renewals and extensions thereof (including, without limitation, any continuations, continuations-in-part, divisionals, reissues, re-examinations, renewals and extensions thereof); (b) all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions); and (c) all rights to sue for all past, present and future infringements or other violations of any of the foregoing rights, and the right to settle and retain proceeds from any such actions.

1.8. "Launch Date" means the mutually agreed date on which the Hosted Services for the City will be launched and made publicly available.

1.9. "Liability" means any and all damages (including punitive damages), losses, expenses (including reasonable

attorneys' fees and litigation costs), claims, demands, suits, causes of action, settlements, payments, awards, judgments, liens, fines, fees, penalties, interest and other liability.

1.10. "Payment Feature" means the third-party payment processing service made available by OpenCounter as part of the Hosted Services, as described in **Schedule C** and subject to the terms and conditions in **Schedule C**.

1.11. "Permit Applicants" means individuals and businesses applying, through the Hosted Services, for one or more permits or licenses issued by City.

1.12. "Professional Services" means implementation services, training services or any other professional services to be provided by OpenCounter to City under this Agreement under the Project Schedule.

1.13. "Project Schedule" means the project schedule attached hereto as **Schedule B**.

1.14. "Subscription Term" means the term of the subscription for the Hosted Services, beginning on the Effective Date, and continuing for the period of time set forth on **Schedule A**.

1.15. "Term" has the meaning set forth in Section 10.1.

1.16. "Territory" means the territory where the City is located.

1.17. "Third Party Features" means the third party features and functionality of the Hosted Services identified in **Schedule A**, Documentation or otherwise in writing by OpenCounter.

1.18. "Updates" means error corrections, bug fixes, enhancements, improvements, new releases, maintenance releases and updates provided by OpenCounter to City at no additional charge.

2. Implementation; License Grant.

2.1. Features. **Schedule A** describes the features of the Hosted Services which are purchased by City as of the Effective Date. OpenCounter may provide, from time to time, enhancements to the Services which are added to the Hosted Services under this Agreement by City at no additional cost ("**Enhancements**"). OpenCounter may also provide, from time to time, additional features to the Services which may, but are not required to, be added to the Hosted Services under this Agreement by City at an additional cost ("**Optional Features**"). The parties understand and agree that access to and use of such Optional Features will be subject to both payment of the applicable fees therefor as well as additional or different terms and conditions applicable to such Optional Features. The parties may amend **Schedule A** to add, remove and/or modify the features (including Optional Features) purchased by City and **Schedule B** to add any required additional Professional Services required to implement such features, via a signed written amendment to this Agreement. Unless otherwise stated in such amendment, any changes made to the features of the Hosted Services will be effective as of the effective date of such amendment.

2.2. Implementation. OpenCounter will use commercially reasonable efforts to implement the Hosted Services by the Launch Date in accordance with the Project Schedule. City acknowledges that City's timely provision of (and OpenCounter's access to) City's assistance, cooperation, and complete and accurate feedback, approvals, information and data from City's officers, agents and employees as is reasonably requested by OpenCounter (collectively, "**Cooperation**") is essential to the implementation of the Hosted Services, and that OpenCounter shall not be liable for any deficiency, delay or failure in implementing the Hosted Services if such deficiency, delay or failure results from City's failure to provide full Cooperation as required hereunder. Cooperation includes, but is not limited to, designating a project manager to interface with OpenCounter during the course of OpenCounter's implementation of the Hosted Services (as described in Section 2.3), and providing all necessary review and feedback as requested by OpenCounter.

2.3. Project Manager. OpenCounter and City shall each designate a project manager who shall be the principal point of contact for such party for all communications and actions taken by each party under this Agreement. Each project manager shall have the authority to represent its respective party under this Agreement and to take action and make binding decisions on behalf of such party. Each party may replace its project manager with a new project manager by providing written notice of such change to the other party. City's project manager shall have the right to designate and replace Authorized Users and designated support contacts of City from time to time by providing written notice thereof to OpenCounter.

2.4. Grant of Licenses. Subject to the terms and conditions of this Agreement, OpenCounter grants to City a personal, non-exclusive, non-transferable (except as permitted under Section 12.2), non-sublicenseable license in the Territory, during the Subscription Term, to: (a) permit its Authorized Users to access and use the Hosted Services, and (b) use and reproduce a reasonable number of copies of the Documentation in support of the foregoing license and for purposes of testing, support and training in connection with the Hosted Services.

2.5. Restrictions and Obligations. City agrees (on behalf of itself and its Authorized Users) not to: (a) access or use the Hosted Services or Documentation (or any portion thereof) in any way not expressly permitted under Section 2.4 hereof; (b) sell, rent, lease, sublicense, pledge, assign (except as permitted under Section 12.2), encumber the rights, or otherwise transfer City's rights, in whole or in part, to access and use Hosted Services or Documentation (or any portion thereof) to any third party or otherwise make the functionality of the Hosted Services available to third parties; (c) modify, adapt, translate or create derivative works based on the

Hosted Services or Documentation (or any other portions thereof) in any way not expressly permitted under Section 2.4 hereof; (d) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on or in the Hosted Services or Documentation (or any portion thereof), and City agrees to reproduce all such notices, legends, symbols and labels on copies of the Documentation; (e) use the Hosted Services or Documentation to create a product or service which is similar to or competitive with any portion of the Hosted Services or other offerings of OpenCounter; (f) disclose to any third party the performance measures of the Hosted Services (or portion thereof) or benchmark tests or other comparisons of the Hosted Services (or portion thereof) with other services or software without OpenCounter's prior written consent; or (g) permit any party who is an employee, contractor or agent of a competitor of OpenCounter to access the Hosted Services, whether as an Authorized User or in any manner. City will not permit or encourage any third party to do any of the foregoing.

2.6. Access by Authorized Users. During the Subscription Term of the Agreement, City shall have the right to permit its Authorized Users to access and use the Hosted Services on behalf of City through the administrative portal of the Hosted Services. City agrees (on behalf of itself and its Authorized Users) that: (a) in registering to access the Hosted Services, City and Authorized Users will provide true, accurate and complete information; (b) City and Authorized Users will maintain the confidentiality and security of the login credentials used to access the Hosted Services ("**Login Credentials**"); (c) City and Authorized Users will not transfer, share, disclose or resell such Login Credentials or otherwise share or transfer access to the Hosted Services to any third party; (d) City and Authorized Users will promptly notify OpenCounter of any unauthorized use of such Login Credentials or City's account with OpenCounter; and (e) after accessing the Hosted Services, City and Authorized Users will "log off" and exit from their session at the end of each session. OpenCounter will not be liable for any Liability arising from City's failure to comply with the foregoing, and City is entirely responsible for all activities taking place through City's Login Credentials and actions taken by its Authorized Users.

2.7. Feedback. With respect to comments, suggestions, enhancement requests, recommendations or other feedback relating to the Hosted Services provided by City, its employees, agents, project manager and/or Authorized Users ("**Feedback**"), City hereby grants (on behalf of itself, and its employees, agents, project manager and Authorized Users) to OpenCounter a non-exclusive, perpetual, irrevocable, world-wide, royalty-free, fully paid up, sublicenseable, transferable, right and license, with full rights to grant sublicenses, to use, make, have made, offer for sale, sell, license, import, copy, create derivative works of, distribute, perform, transmit, and display and otherwise exploit such Feedback for any and all purposes whatsoever, without restriction.

2.8. Use of Application Data and City Content. City hereby grants to OpenCounter a worldwide, non-exclusive, royalty-free, fully paid up, non-transferable (except as permitted under Section 12.2) right and license: (a) during the Subscription Term, to use, store, process, modify, reproduce, distribute and display the Application Data and City Content, and to grant sublicenses to third parties, each for the sole purposes of providing the Hosted Services and Professional Services, performing its obligations under this Agreement, and complying with applicable law or legal requirements; and (b) during and after the Subscription Term, to use, store, process, modify, reproduce and display the Application Data for OpenCounter's internal business purposes, including development, diagnostic, forecasting, planning, analysis and corrective purposes in connection with the Hosted Services, and for otherwise improving and enhancing the Hosted Services.

2.9. Right to Use Permit Program Data. "**Permit Program Data**" means data about the City's program pertaining to the process of applying for and obtaining permits through the Hosted Services, which may be derived from Application Data, and which in all instances does not, and cannot be used to, identify any individual. City hereby grants to OpenCounter a worldwide, non-exclusive, royalty-free, perpetual, fully paid up, non-transferable (except as permitted under Section 12.2) right and license, during and after the Subscription Term, to use, store, process, reproduce and display the Permit Program Data.

2.10. Right to Use Aggregated Data. "**Aggregated Data**" means any data obtained by OpenCounter, including data pertaining to the Hosted Services, OpenCounter's systems and software, and the use of any of the foregoing, and data which may be derived from Application Data, which in all instances: (i) does not, and cannot be used to, identify any individual, and (ii) is not attributed to City. Aggregated Data includes data that has been combined into databases which include third party data. Notwithstanding anything else in this Agreement, during and after the Subscription Term, OpenCounter shall have the right to distribute, disclose and otherwise freely exploit in any manner Aggregated Data for OpenCounter's business purposes, including disclosure within its public statements and marketing materials describing and/or promoting OpenCounter and/or the Hosted Services.

2.11. Consents from Permit Applicants. City represents, warrants and agrees that: (a) it will comply with applicable law, including the laws of the territories from which any Application Data is obtained, in transmitting and in soliciting the transmission of, Application Data into the Hosted Services as contemplated under this Agreement; and (b) prior to transmitting (or soliciting the transmission of) any Application Data to OpenCounter through the Hosted Services, City shall have obtained from each Permit Applicant all applicable consents and approvals required for the transmission of such Application Data to OpenCounter and for the grant of the licenses to OpenCounter in Section 2.8.

2.12. Prohibited Information. Notwithstanding anything else in this Agreement, the parties acknowledge and agree that (a) Applicants and City have sole control over any and all Application Data that is provided and/or transmitted into the Hosted Services; (b) OpenCounter does not require receipt of or access to any specific type or amount of information to be transmitted to OpenCounter; (c) City shall not transmit, disclose or otherwise provide (or cause or allow to be transmitted or provided to OpenCounter) (i) social security numbers, passport numbers, driver's license numbers or other government issued state or national identification numbers, (ii) health insurance card or policy identification numbers, (iii) medical or health information, (iv) financial

account numbers, credit card or other payment account information, and/or (v) security code passwords (collectively, "**Prohibited Information**"); and (d) if City transmits or provides to OpenCounter any Prohibited Information, City shall indemnify, and hold OpenCounter harmless from and against, any Liability arising from the transmission to OpenCounter of any Prohibited Information, and OpenCounter shall have no liability or obligation whatsoever with respect to such Prohibited Information.

2.13. Payment Feature. To the extent that City has purchased the Payment Feature, the terms and conditions set forth in **Schedule C** shall apply and are hereby incorporated herein by reference.

2.14. Additional Terms and Conditions. The parties agree to the additional terms and conditions set forth in **Schedule D** (the "**City Terms**"). In the event that any terms or conditions of this Agreement contradicts any terms or conditions of the City Terms, the terms or conditions of this Agreement will prevail and control, unless the City Terms make specific reference to the Section of this Agreement that is to be amended. Notwithstanding the foregoing, no City Term will be effective to: (a) decrease any limitation of liability, reduce the scope of recoverable damages, or restrict or eliminate exceptions to the limitation of liability; (b) expand, eliminate or restrict the scope of any indemnity obligations set forth in this Agreement.

2.15. Authorized Reseller Status; Option to Purchase Affiliate Products. OpenCounter is a subsidiary of GTY Technology Holdings Inc. ("**GTY**") and an authorized reseller of the products and services produced and provided by other subsidiaries of GTY (such subsidiaries, "**OpenCounter Affiliates**"). Such products and services include software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, and web-based budgeting preparation, performance, management and data visualization solutions ("**Affiliate Products**"). OpenCounter Affiliates include, but are not limited to, Bonfire Interactive Ltd., Bonfire Interactive US Ltd., CityBase, Inc., eCivis Inc., Sherpa Government Solutions LLC, Questica, Inc., Questica USCDN Inc., and Questica Ltd. In addition to the products and services that are the subject of this Agreement, Customer has the option to purchase from either OpenCounter, as an authorized reseller, or directly from OpenCounter Affiliates, Affiliate Products on terms and conditions, including pricing, to be agreed upon in writing by Customer and OpenCounter, or Customer and the applicable OpenCounter Affiliate, respectively. Additional information regarding Affiliate Products can be found in **Schedule E** to this Agreement. Upon request by Customer, OpenCounter shall provide Customer with documentation evidencing its authorized reseller status of Affiliate Products.

3. Fees.

3.1. Fees. City will pay the fees for the Hosted Services as described in the Project Schedule. Unless other payment terms are set forth in the Project Schedule, all fees payable by City to OpenCounter will be invoiced by OpenCounter and will be due and payable by City within thirty (30) days after the invoice date. City agrees that unless otherwise set forth in this Agreement, all fees paid and payable to OpenCounter under this Agreement shall be non-refundable. Any amounts not paid by the due date thereof will bear interest at the rate of one percent (1.0%) per month or the highest rate permitted by law, whichever is lower, and OpenCounter reserves the right to suspend the Hosted Services if payment for amounts due under this Agreement is not made within thirty (30) days after the due date thereof.

3.2. Taxes. The fees payable by City to OpenCounter and the payments processed by OpenCounter on behalf of City under this Agreement are exclusive of any and all taxes, levies or duties imposed by any local, state, federal or international taxing authority, including any applicable, sales, VAT, use, excise, and withholding taxes based on the transactions or payments made by City to OpenCounter under this Agreement (other than taxes based on OpenCounter's net income) (collectively, "**Taxes**"). City shall pay and be responsible for all such Taxes. OpenCounter will reasonably cooperate with City to minimize such Taxes.

4. Support Services; Support Obligations of the Parties.

4.1. Support Services. Commencing on the Launch Date and continuing throughout the term of the Agreement, OpenCounter will provide technical support services and maintenance for the Hosted Services ("**Support Services**") in accordance with OpenCounter's support policy located at www.opencounter.com/support (the "**Support Services Policy**"). The Support Services Policy is hereby incorporated into this Agreement by this reference. OpenCounter reserves the right to modify the Support Services Policy from time to time effective immediately by posting an updated Support Services Policy, provided that OpenCounter will not materially degrade the level of Support Services during the Subscription Term. OpenCounter's support obligations extend solely to City's designated support contacts, the number of which is set forth on **Schedule A**. City acknowledges and agrees that, as between City and OpenCounter, City shall be solely responsible to provide any and all support to Permit Applicants and other third parties. For purposes of clarity, OpenCounter shall not have any obligation to provide Support Services to Permits Applicants or any third parties.

5. Confidentiality.

5.1. Confidential Information. Each party to this Agreement acknowledges that, in the course of performing under this Agreement, each party (as a receiving party) may obtain or otherwise learn the Confidential Information of the other party (as the disclosing party). "**Confidential Information**" means any information relating to a disclosing party, its business, technology, suppliers, licensors, resellers, distributors, customers, and third parties to whom the disclosing party has an obligation of

confidentiality, whether in tangible or intangible form, which is either marked or designated as "confidential" or "proprietary," or disclosed under circumstances indicating its confidential or proprietary nature, or otherwise would be known to be confidential or proprietary by a reasonable person. The Confidential Information of a disclosing party shall be owned exclusively by the disclosing party. The parties acknowledge and agree that the Documentation, and any performance measures of the Hosted Services are OpenCounter's Confidential Information.

5.2. Obligations. The receiving party agrees: (a) to protect the Confidential Information from unauthorized dissemination and use; (b) to use the Confidential Information solely for performing its obligations and exercising its rights hereunder; (c) not to disclose any Confidential Information, or any part or parts thereof, except to the receiving party's employees and contractors who are aware of the confidentiality obligations imposed by this Section 5.2 and have agreed to comply with the requirements of this Section 5.2; and (d) not to disclose or otherwise provide to any other third party, without the prior written consent of the disclosing party, any Confidential Information or any portion thereof. The receiving party shall remain liable for any non-compliance of such employee or contractor with the terms of this Section 5.2. The receiving party shall take the same degree of care that it uses to protect its own highly sensitive confidential and proprietary information of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized dissemination, disclosure or use of the Confidential Information.

5.3. Exclusions. The foregoing restrictions pertaining to the Confidential Information shall not apply to any Confidential Information that: (a) was or becomes publicly known through no fault of or breach of this Agreement by the receiving party; (b) was known by the receiving party before receipt from the disclosing party; (c) becomes known to the receiving party without confidential or proprietary restriction from a source that does not owe a duty of confidentiality to the disclosing party with respect to such Confidential Information; or (d) is independently developed by the receiving party without the use of the Confidential Information of the disclosing party. In addition, the receiving party may disclose the Confidential Information if the receiving party is legally compelled to do so, provided that prior to any such compelled disclosure, the receiving party shall (if legally permitted to) notify the disclosing party of such compelled disclosure, shall cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information, and shall solely disclose the portion of the Confidential Information compelled to be disclosed solely to the party entitled to receive it. Notwithstanding any such compelled disclosure by the receiving party, such compelled disclosure shall not otherwise affect the receiving party's obligations hereunder with respect to Confidential Information so disclosed. Notwithstanding any other provision in this Agreement, OpenCounter acknowledges that City is a public agency governed by the Public Records Act and any public record relating to this Agreement including the Agreement that is not exempt from disclosure shall be provided to the public on request in the sole determination of the City and without prior notice to OpenCounter.

5.4. Injunctive Relief. Each receiving party agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information will cause irreparable harm and significant injury to the disclosing party, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, each receiving party agrees that the disclosing party, in addition to any other available remedies, shall have the right to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach of the obligations under this Section 5, without the necessity of posting any bond or other security. The receiving party shall promptly notify the disclosing party in writing upon becoming aware of any such breach or threatened breach.

5.5. Terms of Agreement. The parties may disclose the general nature of the relationship between the parties, but a party may not disclose the terms and conditions of this Agreement without the prior written consent of the other party, except: (a) as required by the applicable laws, including without limitation, requirements to file a copy of this Agreement (redacted to the extent reasonably permitted by applicable law) or to disclose information regarding the provisions hereof or performance hereunder to applicable regulatory authorities; (b) in confidence, to legal counsel; (c) in confidence, to accountants, banks, and financing sources and their advisors; (d) in connection with the enforcement of this Agreement or any rights hereunder; and (e) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction.

5.6. Press Release. On the Launch Date or close to such date, the parties will issue a joint press release announcing the launch of the Hosted Services. Such press releases shall be subject to City's approval, which shall not be unreasonably withheld.

6. Application Data.

6.1. Information Security Programs. Each party will maintain a written information security program that contains administrative, technical and physical safeguards to protect against anticipated threats or hazards to the security, confidentiality or integrity of, the unauthorized or accidental destruction, loss, alteration or use of, and the unauthorized access to or acquisition of, Application Data to which such party has access. Each such information security program will be consistent with the requirements of applicable laws and regulations.

6.2. Export of Data. To the extent that Application Data is contained within the Hosted Services: (a) City shall have the right and ability during the Term to export the Application Data through the administrative portal of the Hosted Services; and (b) such Application Data may not be available more than thirty (30) days following the expiration or termination of this Agreement. Unless the Application Data has been deleted from the Hosted Services earlier, City may request export of such Application Data within thirty (30) days after the expiration or termination of this Agreement, provided that OpenCounter shall have the right to charge reasonable hourly rates for the export of such Application Data.

7. Warranty; Representations and Warranties; Disclaimers.

7.1. Performance. OpenCounter warrants that, during the Subscription Term, the Hosted Services will conform in all material respects to the applicable specifications contained in the Project Schedule ("**Specifications**"). In the event that the Hosted Services do not meet the foregoing warranty, OpenCounter's sole obligation and City's exclusive remedy shall be for OpenCounter to replace the Hosted Services with corrected Hosted Services within thirty (30) days after receipt of notice of such breach(es) from City.

7.2. Mutual Representations and Warranties. Each party hereby represents and warrants that: (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required hereunder; and (b) the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate any agreement to which such party is bound or any obligation of such party.

7.3. Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, ACCURACY, AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. OPENCOUNTER DOES NOT WARRANT THAT THE HOSTED SERVICES WILL MEET CITY'S REQUIREMENTS, WILL BE ERROR-FREE OR SECURE, OR THAT THE HOSTED SERVICES WILL BE UNINTERRUPTED. OPENCOUNTER DOES NOT WARRANT THAT ANY APPLICATION DATA INPUT INTO THE HOSTED SERVICES WILL BE ACCURATE OR FREE OF ERRORS, THE OPERATION OF THE HOSTED SERVICES WILL BE COMPLETELY SECURE, ERROR FREE OR UNINTERRUPTED, OR ALL ERRORS WILL BE CORRECTED. CITY ASSUMES ALL RISK OF DELAYS OR INTERRUPTIONS IN ACCESS TO OR USE OF THE HOSTED SERVICE RESULTING FROM USE OF THE INTERNET AND/OR TELECOMMUNICATIONS TO ACCESS THE HOSTED SERVICE, AND OPENCOUNTER SHALL HAVE NO LIABILITY FOR ANY SUCH DELAYS OR INTERRUPTION.

8. Indemnification.

8.1. By OpenCounter. OpenCounter shall defend, indemnify and hold harmless (and at OpenCounter's option settle) any claim brought against City by an unaffiliated third party alleging violation of any law including but not limited to sex harassment or race harassment, or that City's authorized use and access of the Hosted Services (except for any City Content incorporated therein) under this Agreement infringes or misappropriates such third party's U.S. patents, trade secrets, copyrights or trademarks in the Territory (each, an "**Infringement Claim**") and will pay any settlement of such Infringement Claim consented to by OpenCounter or any damages finally awarded to such third party by a court of competent jurisdiction as the result of such Infringement Claim. If an Infringement Claim occurs, or in OpenCounter's opinion is reasonably likely to occur, OpenCounter may, at its expense and at its sole discretion, in addition to its indemnification obligations under this Section 8.1: (a) procure the right to allow City to continue to use the Hosted Services (or infringing portions thereof), or (b) modify or replace the Hosted Services (or infringing portions thereof) to become non-infringing, or (c) if none of the two (2) foregoing options is commercially feasible, terminate City's right to access and use the Hosted Services (or affected portion thereof) and refund, on a pro-rata basis, any unused portion of the subscription fees paid by City for the Hosted Services (or affected portion thereof). Notwithstanding the foregoing, OpenCounter shall have no obligations under this Section 8.1 or otherwise with respect to any Infringement Claim to the extent any Infringement Claim is based upon or arises out of: (i) any modification or alteration of the Hosted Services (or portion thereof) not made by OpenCounter that results in the alleged infringement; (ii) any unauthorized access or use of the Hosted Services (or any portion thereof) or any breach of this Agreement by City and/or its Authorized Users; (iii) any combination or use of the Hosted Services (or any portion thereof) with other software, products, equipment, methods or services not provided by OpenCounter that results in such infringement; (iv) City's failure within a reasonable time to use or implement corrected or replacement Hosted Services (or portions thereof) that would have avoided or mitigated the alleged infringement; (v) City's continuance of allegedly infringing activity beyond a reasonable period after being notified thereof; and/or (vi) any specifications or requirements supplied by City or any City Content.

8.2. By City. Subject to OpenCounter's compliance with Section 8.3, City shall indemnify OpenCounter from any Liabilities arising from City's breach of Sections 2.5 and 2.11.

8.3. Procedure. The party seeking indemnification under this Section 8 will: (a) provide notice of the applicable indemnified claim to the indemnifying party within a reasonable time after becoming aware of such claim; (b) provide reasonable assistance to indemnifying party in the defense of the indemnified claim; and (c) tender the control of the defense of the indemnified claim to the indemnifying party, who will promptly assume and conduct (at its own expense) the full defense and/or settlement of any indemnified claim. The indemnifying party shall not have the right to settle any indemnified claim, without the prior written consent of the indemnified party, which contains an admission of liability or wrongdoing on the part of the indemnified party or imposes a material obligation (including payment obligation) on the indemnified party that is not wholly discharged by the indemnifying party. The indemnified party may participate in the defense and settlement of any claim for which it is entitled to indemnification at its sole expense.

8.4. Remedies. The remedies set forth in this Section constitute each indemnified party's sole and exclusive remedies, and each indemnifying party's entire liability, with respect to infringement, violation or misappropriation of third party Intellectual Property Rights.

9. Ownership.

9.1. By City. As between the parties, City owns and shall retain all right, title and interest (including without limitation all Intellectual Property Rights) in and to the Applications submitted via the Hosted Services, City Content, and City's systems and networks. City reserves all rights not expressly granted to OpenCounter under this Agreement.

9.2. By OpenCounter. As between the parties, OpenCounter owns and shall retain all right, title and interest (including without limitation all Intellectual Property Rights) in and to the Hosted Services (except for any City Content incorporated therein), and any modifications, improvements, derivative works of, and enhancements to all or portions of the Hosted Services (or any portion thereof) or Documentation performed by any party, and OpenCounter's systems and networks. OpenCounter reserves all rights not expressly granted to City under this Agreement.

10. Term and Termination.

10.1. Term. The term of this Agreement (the "Initial Term") is one year. Any extension of the Term shall be set forth in a written amendment to this Agreement and must comply with City Purchasing Policy, Pittsburgh Municipal Code and state law.

10.2. Termination for Breach. In addition to any other termination rights due to breach under this Agreement, if either party materially breaches this Agreement, the non-breaching party, at its option, shall have the right to terminate this Agreement by written notice to the breaching party unless, within thirty (30) calendar days (or ten (10) days for payment breaches) after the breaching party's receipt of written notice specifying such breach in reasonable detail from the other party, the breaching party cures such breach. Additionally, OpenCounter shall have the right to suspend the Services in the event of a material breach of this Agreement by City which has not been cured within thirty (30) days (or ten (10) days for payment breaches) after notice thereof to City.

10.3. Effect of Termination. Upon the expiration or any termination of this Agreement: (a) the licenses granted by OpenCounter to City in Sections 2.4 and 2.6 shall terminate, and OpenCounter shall have the right to immediately terminate the Hosted Services and any other services under this Agreement; (b) each party will promptly and permanently destroy and delete all Confidential Information of the other party in its possession or control, other than an archival copy for compliance, enforcement, and defense purposes, provided that any such retained copies shall remain subject to Section 5 of this Agreement for so long as they are retained; (c) all fees accrued through the date of termination will be immediately due and payable; and (d) Sections 1, 2.8, 2.9, 2.10, 3, 5, 6, 8, 9, 10.3, 11 and 12 shall survive. Upon request from the other party, each party will provide the other party with a written certification, signed by one of its officers certifying the destruction of all such Confidential Information. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement, shall not act as a release of either party from any liability for breach of such party's representations, warranties or obligations under this Agreement, and shall be without prejudice to any other right or remedy that a party may have at law or in equity. Neither party shall be liable to the other party due to termination of this Agreement in accordance with Section 10 or any other express termination rights under this Agreement, whether for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases or commitments in connection with the business or goodwill of either party.

11. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, REVENUE, BUSINESS, SAVINGS, DATA OR USE, OR THE COST OF SUBSTITUTE PROCUREMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL OPENCOUNTER HAVE ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY OF ANY APPLICATION DATA THAT IS INPUTTED INTO THE HOSTED SERVICES OR CITY CONTENT INCORPORATED INTO THE HOSTED SERVICES, INCLUDING, WITHOUT LIMITATION, INACCURACIES IN CITY CONTENT INTRODUCED DURING THE INPUT BY OPENCOUNTER OF SUCH CITY CONTENT INTO THE HOSTED SERVICE. THE PARTIES ACKNOWLEDGE THAT BUT FOR THE LIMITATIONS CONTAINED IN THIS AGREEMENT, THEY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. THE LIMITATIONS SET FORTH ABOVE SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES SET FORTH IN THIS AGREEMENT.

12. General.

12.1. Relationship of Parties. Both parties are, and shall remain at all times, independent contractors, and nothing in this Agreement will be construed to create an agency, employment, fiduciary, representative or any other relationship between the parties.

12.2. Assignment. Neither party shall assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, a party may assign this Agreement without the prior written consent of the other party solely in connection with a merger, consolidation, corporate reorganization, sale of all or substantially all of such party's assets, sale of stock, change of name or like event, provided that the assigning party provides reasonable notice of such assignment to the other party. Any attempted assignment other than in accordance with this Section 12.2 shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

12.3. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflicts of law provisions. The parties disclaim the application of the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act to this Agreement. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Suffolk County, in the State of Massachusetts, and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts, provided that either party may seek injunctive relief in any court of competent jurisdiction.

12.4. Compliance with Law. In performing its obligations and exercising its rights and licenses under this Agreement, each party will comply with all applicable laws, rules and regulations as may be applicable to such party.

12.5. Export Control. In performing under this Agreement, City agrees to comply fully with all applicable laws, including export laws and regulations of the United States, including, without limitation, the U.S. Export Administration Regulations and the export laws of international countries to which City is subject (collectively "**Export Controls**"). Without limiting the generality of the foregoing, City will not, and will require its agents and representatives not to, export, direct or transfer the Services, Software, Documentation, technical information or other portions of the Services provided by OpenCounter hereunder, or any direct product thereof, to any destination, person or entity restricted or prohibited by the Export Controls.

12.6. Government Use. The Software, Documentation and other portions of the Services are "commercial items" as that term is defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the Software, Documentation or other portions of the Services are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the foregoing will be only those specified in this Agreement. City's rights in the Software, Documentation and other portions of the Services are limited to those expressly granted in Sections 2.1 and 2.6. OpenCounter and its licensors reserve all rights and licenses in and to the Software, Documentation and other portions of the Services not expressly granted to City under this Agreement.

12.7. No Third Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and is not intended to convey any rights or benefits to any third party, nor will this Agreement be interpreted to convey any rights or benefits to any person except the parties hereto.

12.8. Force Majeure. Neither party shall be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from Force Majeure Events. The party affected by the Force Majeure Event will promptly notify the other party and will resume performance when the Force Majeure Event is no longer effective. "**Force Majeure Events**" means events beyond a party's reasonable control, including without limitation acts of nature, labor disputes, the stability or availability of the Internet or a portion thereof, actions by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in government codes, ordinances, laws, rules, regulations, or restrictions), telecommunication or Internet network failures or brown-outs, failures or unavailability of third party systems, networks or software, flood, earthquake, fire, lightning, epidemics, war, acts of terrorism, riots, civil disturbances, sabotage, power grid failures, and denial of service attacks and other hacking attacks.

12.9. Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement shall be in writing to be effective and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

12.10. Severability. Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality, or enforceability of any other provision of this Agreement.

12.11. Captions and Section Headings. The captions and Section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

12.12. Notices. Any notice required to be given under this Agreement shall be in writing and delivered personally, by email transmission, or by express overnight mail to the other designated party at the postal address or email address set forth after each party's signature (or such other postal address or email address provided by each party in accordance with this Section). Notices shall be deemed effective: (a) on the date of delivery if delivered personally; (b) on the date of email transmission, if sent by email and a read receipt or other confirmation by the recipient of the receipt of such email; or (c) one (1) business day after deposit, if sent by express overnight courier, with written confirmation of receipt.

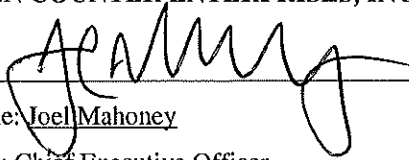
12.13. Entire Agreement; Amendment. This Agreement contains the complete understanding between OpenCounter and City with respect to the subject matter hereof and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. No changes, amendments, or alterations to this Agreement shall be effective unless signed by duly authorized representatives of both parties, except as expressly provided herein. No amendment or modification shall adversely affect vested rights or causes of action that have accrued prior to the effective date of such amendment or modification. No terms on purchase orders, invoices or like documents exchanged between the parties shall modify or supplement the terms of this Agreement and shall be deemed void and shall have no effect.

12.14. Counterparts. This Agreement may be executed and delivered in one or more counterparts (including facsimile, PDF or other electronic counterparts), with the same effect as if the parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Master Services Agreement as of the Effective Date.

OPEN COUNTER ENTERPRISES, INC.

By: 

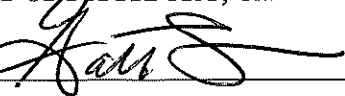
Name: Joel Mahoney

Title: Chief Executive Officer

Address/ Email for Notices:

Address: 131 Dartmouth St, 3rd Floor
Boston, MA 02116
Attention: Contracts
Email: contracts@opencounter.com

CITY OF PITTSBURG, CA

By: 

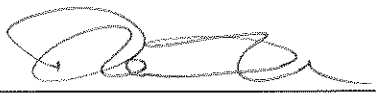
Name: GARRETT EVANS

Title: CITY MANAGER

Address/Email for Notices:

Address: 65 CIVIC AVE.
PITTSBURG, CA 94565
Attention: CITY MANAGER
Email: gevans@ci.pittsburg.ca.us

Approved as to Form

By: 

Name: DONNA A MOONEY

Title: City Attorney

Schedule A

Term: The Term commences on the Effective Date and shall continue for a period one (1) year after the Effective Date.

Hosted Service Features:

OpenCounter Zoning Portal

The OpenCounter Zoning Portal helps applicants navigate the site selection process by answering the seemingly simple question: "Where is my project permitted?" It does so by analyzing and importing the logical structure of the municipal code, factoring in the kind of project constituent end users want to pursue and secondary issues that may have huge implications for like use.

OpenCounter Business Portal

The OpenCounter Business Portal helps entrepreneurs understand the costs and complexity of establishing or growing a business. The OpenCounter Business Portal guides applicants through an intuitive permit discovery process, and estimates the time and cost associated with the specifics of their project. Once applicants are ready to proceed, it also instructs them on the next steps for the permits and licenses that have been triggered.

OpenCounter Residential Portal

The OpenCounter Residential Portal helps homeowners understand the costs and complexity of their home improvement projects. The OpenCounter Residential Portal guides applicants through an intuitive permit discovery process, and estimates the time and cost associated with the specifics of their project. Once applicants are ready to proceed, it also instructs them on the next steps for the permits and licenses that have been triggered.

OpenCounter Online Applications

OpenCounter Online Applications allow cities to move permit and license applications online. The applications prompt applicants for all relevant data required by the application, and display validation prompts when data is not supplied or is supplied in an incorrect format. If enabled, online applications also allow applicants to pay online with a credit card. The system also provides tools to staff to review and process applications. Once an application has been fully approved, a printable permit is emailed to the applicant.

Number of City's Designated Support Contacts: 2

Number of Initial Authorized Users: 4

Target Launch Date (Zoning Portal): November 1, 2020

Target Launch Date (Business Portal): November 1, 2020

Target Launch Date (Residential Portal): November 1, 2020

Third Party Features Included as of Effective Date:

- user authentication features provided by Okta, Inc.

Schedule B

Project Schedule

1. Implementation and Development

OpenCounter will develop and configure an instance of the OpenCounter Economic Development suite (the “Instance”) for the City as described in this Project Schedule in accordance with the implementation plan described in Tables 1 below (“Implementation Plan”).

Table 1

Phase	Week	Goal	OC Tasks	Client Tasks
Onboarding: Setup	Week 1	Week 1 initiates the start of the project. Introductions will be made between OpenCounter and client team, data requests sent, project management tools set up, and scheduling of briefings and/or kick-off meeting.	- Set up Basecamp with SOW, timeline, collateral, and invite staff to project - Project manager introductions - Send onboarding folder and/or review data request - Schedule meetings: Briefings, Kick-off, and Weekly check-ins	- 30 minute intro call with project manager - Schedule kick-off call and/or any briefings with departments - Start compiling data request
Onboarding: Briefings	Week 2	The goal this week is to get all departments and divisions on board either via one large kick-off meeting or individual departmental briefings. These meetings with internal stakeholders ensure that everyone's familiar with the project and the expectations over the next few months.	- Conduct meetings to ensure buy in, set project expectations, and answer any questions regarding data request.	- Coordinate any briefings / kick-off meeting - Continue working on data collection
Onboarding: Data Collection Complete	Week 2	At the end of Week 2, all data requests must be received.	- Inventory and review data submittals - Follow-up with any questions.	- Send final list of permits for inclusion in portal, including application instructions and fee amounts. - Send relevant cartography files
Cartography: Setup 1	Week 3	This week is focused on intaking and inventorying your cartography, either as shapefiles or REST endpoints. (Relevant layers can include: parcels, zoning layer, jurisdictional boundaries, overlays.) If included, local geocoder will also be setup this week.	- Internal team review of data - Setup of zoning.io tenant - Setup of OpenCounter tenant - Import and setup of cartography	- Project manager check-in - GIS call (optional)
Cartography: Setup 2	Week 5	With cartography imports completed, the following week is spent reading through and reviewing ordinances and codes that forms the	- Read any relevant ordinances and codes - Create list of relevant uses - Identify any limitations in data or in code	- Project manager check-in - Schedule testing sessions with 3-4 staff

		foundation of your regulations in OpenCounter.	- Match allowable uses to zones - Run keyword audit - Create links to development standards and muni code for Learn More page - Create documentation deck for review with staff - Internal team review	
Cartography: Testing 1	Week 6	Testing sessions begin this week with a review of the configuration, followed by OpenCounter-led group sessions with members of Planning. These sessions are designed to test the most common or most difficult parts of the code.	- Review configuration with staff - Lead testing sessions - Log feedback and make changes - Open site to individual staff testing with testing log	- Attend testing sessions and bring examples from counter to sessions - Individual staff testing
Cartography: Testing 2	Week 8	Testing continues. After 2 weeks of individual staff testing, we'll ask for zoning approval. The Zoning Approval milestone signals that there are no major problems in the Zoning Portal that would prevent us from launching the site.	- Continue testing with staff - Log feedback and make changes - Schedule zoning approval for Week 7 or 8.	- Attend testing sessions and bring counter examples to sessions - Individual staff testing - Final zoning approval in 2 weeks
Permit Discovery 1	Week 9	Using the list of permits provided by staff as part of the data request, we'll begin creating the permit database, along with the conditions that turn these permits on and off, and how these permits are shared between Portals if relevant.	- Internal team review of data - Create all related permits in OpenCounter - Create fields in order to turn on permit conditions and rules. - Connect permits to guides	- Project manager check-in
Permit Discovery 2	Week 11	With a permits infrastructure set up, this week will be focused on setting up fees and associated logic, along with internal testing.	- Create fees model based on unified fee schedule - Create documentation to review with staff - Internal review	- Project manager check-in - Schedule testing/review sessions with each department
Permit Discovery 3	Week 12	This week will be spent setting up application handoff methods (e.g. OpenCounter Intake/Issuance, external links, Accela) along with educational and instructional content for the Learn More and Handoff pages.	- Create department modules with contact information - Fill in permit descriptions - Link to before you apply guidance, checklists, educational guidance for each permit - Configure handoff method, including links to application pages and Accela Citizen Access if using - Send documentation in advance of testing	- Project manager check-in - Finalize testing/review calendar
Online Applications	Week 13	We'll take this time to review paper applications and	- Review workflow with department - Identify any shared fields	- Send all permit applications, application instructions, and workflow processes by

		determine best steps for digitization.	and opportunities for digital streamlining - Setup online version of form - Setup workflow - Setup issuance detail - Setup payments accounts	Thursday. - Schedule meeting to review workflow - Review workflow with department
Permits Testing 1	Week 14	This week begins testing sessions to review permit setup and online applications if applicable. Project managers will lead testing and review sessions with each division to review their permits and fees. Additional meetings can be scheduled for larger numbers of permits or complex regulations.	- Review configuration with staff, answer any outstanding questions about setup - Begin testing with staff during sixty minute sessions using historic projects - Log feedback and make changes - Open site to individual staff testing with testing log	- Attend testing session and bring historical projects to test - Individual staff testing
Permits Testing 2	Week 15	Testing continues with the site open for individual staff testing. All feedback can be logged to a shared spreadsheet for quick resolution.	- Continue testing sessions with staff as necessary - Resolve feedback	- Attend testing session and bring historical projects to test. - Individual staff testing on permit discovery and intake/issuance if applicable
Content Refinement	Week 16	With testing log closed out after 2 weeks, we'll spend this time finalizing any changes to permits and fees. We'll also begin working with staff on preparing for launch this week.	- Close testing log - Finalize edits and changes requested by staff - Send draft press release and website integration suggestions	- Start preparing press materials for launch - Determine CNAME usage
Training	Week 16	This week also setup of any remainder OpenCounter options, including translations and Accela handoff. This week we will train staff on the Administrative side of OpenCounter, including how to view projects, respond to inquiries, and process applications.	- Conduct trainings with staff to demonstrate back-end/admin capabilities - Setup super admin user - Setup notifications	- Project manager check-in - Schedule trainings with each department to use back-end system - Setup list of admin users
Launch Prep	Week 18	This week's goals are around launch prep, including how to market the resource, and providing materials such as launch collateral, suggestions on how to link to your new resources, and provide images/assets you can use both online and on print material.	- Finalize launch date - Order launch collateral - Clear testing data	- Finalize press release and website integration
Launch	Week 19		Launch!	

2. Acceptance Testing

When an implementation milestone is ready for use and testing, OpenCounter will notify City and City will commence acceptance

testing of the implementation milestone, with such reasonable assistance and support as necessary from OpenCounter personnel. The acceptance test (“**Acceptance Test**”) will be conducted solely for the purpose of demonstrating that the deliverable or functionality (“**Milestone**”) performs in accordance with its specifications set forth in the applicable documentation (“**Acceptance Criteria**”). The Acceptance Test will be in a form mutually agreed upon between the parties, and will be completed within five (5) business days of the date upon which OpenCounter informs City that the Milestone is ready for testing (“**Acceptance Period**”).

If the Milestone passes the Acceptance Test, City will promptly so notify OpenCounter in writing (“**Notice of Acceptance**”). If the Milestone does not pass the Acceptance Test, City will notify OpenCounter, in writing, prior to the expiration of the Acceptance Period, specifying in reasonable detail in what respects the Milestone has failed to meet the Acceptance Criteria (“**Notice of Rejection**”).

OpenCounter will promptly correct any deficiencies set forth in the Notice of Rejection, and City will have an additional Acceptance Period to repeat the Acceptance Test for the corrected Milestone. A Milestone will be deemed accepted by City upon the earlier of (i) the issuance by City of a Notice of Acceptance, (ii) the use by City of the Milestone on a production basis, or (iii) the expiration of the applicable Acceptance Period prior to the receipt by OpenCounter of a Notice of Rejection.

3. City Responsibilities and Level of Effort

Permitting and licensing are complex and involve multiple departments across the City.

It is critical to the project schedule that City staff are engaged throughout the project in order to ensure successful outcomes. It is also important that stakeholder roles are defined so that decisions can be made effectively and efficiently during the execution of the project.

Economic Development will serve as the project sponsor (“**Project Sponsor**”). The Project Sponsor will appoint a project owner (“**Project Owner**”) as the key executive for the project, and a project manager (“**Project Manager**”) to facilitate ongoing project administration.

The Project Owner will be responsible for testing and accepting Milestones in accordance with the applicable Acceptance Criteria defined above as well as providing strategic oversight for the development of the Instance.

The Project Manager will provide access to required data and resources, facilitate calls and meetings with City staff, and provide assistance and support during on-site visits and training sessions. OpenCounter will provide bi-weekly updates during the timeframe outlined in the Implementation Plan set forth in Table 1.

The Project Manager will also facilitate calls and meetings with City subject matter experts (“**Subject Matter Experts**”) in specific permitting verticals and provide assistance and support with communications with Subject Matter Experts.

Subject Matter Experts time commitments will be limited to project status calls on an as-needed basis and during the verification of City Content during defined Acceptance Testing periods defined in the Implementation Plan.

4. Training

The goal of the project is to build a site that will be easy for citizens to use, and for City staff to administer. To that end, OpenCounter will offer training sessions to educate Department staff on the tools, technologies, and best practices of the various components of the Hosted Services.

Three (3) training sessions (each 60 minutes) are included within the fees detailed in 6.1 below. Additional training may be provided, upon request by City, at OpenCounter’s standard fees for such training. All training will be provided remotely via online video conference at such dates and times mutually agreed by the parties.

The schedule for the training sessions will be determined by OpenCounter and City project staff and defined during the Project Management Phase of the Implementation Plan outlined above.

OpenCounter maintains online documentation to explain the functionality of the Hosted Services. Documentation will be updated to reflect new features. The documentation will be accessible through the following link:

- <https://help.opencounter.com>

5. Publicity and Post-Launch Promotion

OpenCounter will link to the Instance from OpenCounter’s website at www.opencounter.com. OpenCounter will also tweet new customer announcements on its Twitter account @opencounter. The City will link to the Instance from its homepage, departmental landing pages, and in its outbound marketing and promotional materials in order to ensure that the service is easily accessible to small business owners and homeowners.

OpenCounter and City will collaborate on a launch press release

6. Fees and Invoice Schedule. City will pay the fees described below within thirty (30) days after the date of the applicable invoice therefor. City agrees that, except as set forth in the Agreement, all fees are non-refundable and its obligation to pay fees under this Agreement is an irrevocable and binding obligation of City. Invoices will be addressed to City to the attention of the Project Sponsor.

6.1 Fees by Category

<u>Professional Services (First-Year Only)</u>	<u>Amount</u>
Zoning / Business / Residential Portal Configuration	\$16,582.50
Online Training – Discovery Portals	\$1,500.00
Online Training – Online Application	\$150.00
Total	\$18,232.50

<u>Subscription (Billed Annually)</u>	<u>Amount</u>
Zoning / Business / Residential Portals	\$52,030.00
Discovery Portal Language Translation (Spanish)	\$3,000.00
Online Application (Residential Parking Permit)	\$1,500.00
Online Application Language Translation (Spanish)	\$100.00
Total	\$56,630.00

6.3 Invoice Schedule

<u>Invoices</u>	<u>Date</u>	<u>Amount</u>
Configuration	Effective Date	\$18,232.50
Annual Subscription	Effective Date	\$56,630.00

Schedule C
Payment Feature

The City will not be utilizing any Payment Features.

Schedule D

City Terms

The City will not be utilizing any Payment Features.

Schedule E

Affiliate Products

BUDGETING & TRANSPARENCY



Questica delivers integrated, cloud-based budget performance, transparency and citizen engagement solutions to better enable data-driven budget decision-making, while increasing data accuracy, saving time and improving stakeholder trust and engagement. www.questica.com

DIGITAL SERVICES & PAYMENTS



CityBase provides digital services and payment technology that makes it easier for people to engage with local government and utilities. This lets public servants do what they do best: solve local problems and improve lives. www.theCityBase.com

GRANTS MANAGEMENT



eCivis is the most trusted and widely used SaaS grants management system enabling government to maximize grant revenues, track financial and program performance, prepare cost allocation budgets, and access free open data tools to make sense of Federal data. www.eCivis.com

SOURCING & PROCUREMENT



Bonfire empowers procurement teams and stakeholders to come together to make better purchasing decisions. The leader in public sector strategic sourcing and procurement software, Bonfire centralizes the entire purchasing workflow to enable confident and compliant spend with ease. www.goBonfire.com



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

TO: Mayor and Council Members
FROM: Garrett Evans, City Manager
SUBJECT: Adoption by Minute Order of a City Council Recess for Winter Months
MEETING DATE:

EXECUTIVE SUMMARY

Historically, the City Council takes a recess during the winter months to allow for both staff and Council vacations during the holiday season and to accommodate the City's Winter Closure. The City Council determines whether or not to have a Council winter recess.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

By Minute Order, determine whether or not to have a Council winter recess, and if so, when. It is suggested that the Council respectfully consider January 3, 2022 as the recess date.

BACKGROUND

The City Council historically takes a recess during the winter months to allow for both staff and Council vacations during the holiday season and to accommodate the City's Winter Closure.

This recess, when taken, has typically been during either the period that would encompass the second meeting of December or the first meeting in January. In light of the fact that the first meeting of December is limited to the ceremony surrounding the City Council reorganization, and there is potential year-end business to conduct prior to December 31, the first meeting of January 2022 (January 3) would be a more opportune time for recess.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Mayoral rotation takes place on December 6, 2021 and typically no other business is conducted at that meeting. The second meeting of December is currently scheduled for December 20, 2021. The City's Winter Closure is scheduled for December 23, 2021 through December 30, 2021. The optimum date for recess is January 3, 2022. Business as usual will continue with the second meeting of January which is scheduled for Tuesday, January 18, 2022.

ATTACHMENTS:

None

Report Prepared By:
Alice E. Evenson, City Clerk

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

DATE: October 18, 2021

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

CITY COUNCIL.AGENCY MEMBERS

Marilyn Craft, Mayor/Chair
Holland Barrett White, Vice-Mayor/Chair
Shanelle Scales-Preston, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
Jelani Killings, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS

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

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for October 18, 2021 was conducted electronically for Closed Session and through Zoom with broadcasting live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber was not open for the meeting. Council Members participated electronically or through Zoom and were not physically present in the Council Chamber.

Mayor Craft called the Meeting of the City Council to order at 7:01 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening in Open Session for Youth Commission Applicant Interviews at 5:12 P.M.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

CITY MANAGER REPORTS/REMARKS

City Manager Evans reported on COVID-19 management and upcoming City events.

PUBLIC COMMENTS

There were no public comments.

COMMITTEE REPORTS

There were no committee reports.

CITY COUNCIL MEETING

CONFLICT OF INTEREST STATEMENT

There were no conflicts 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 White, seconded by Member Scales-Preston to adopt and carried unanimously.

1. Minutes of October 4, 2021
2. Adoption of a City Council Resolution Approving Speed Humps on Bayside Drive
3. Adoption of a City Council Resolution to Accept Project 2223, SB-1 West Leland Road and Loveridge Road Rehabilitation Project as Complete and Authorize the City Engineer to File a Notice of Completion
4. Adoption of a City Council Resolution to Authorize Execution of the First Amendment to the Consultant Agreement with Harrison Engineering, Inc. For Project 2019, BART Pedestrian Bicycle Connectivity Project
5. Adoption of a City Council Resolution Approving a Consultant Agreement for Project 3118, Corporation Yard Fueling System Replacement Project
6. Adoption of a City Council Resolution to Amend the Staffing Allocation in the Finance Department

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

There were no Council Member remarks.

ADJOURNMENT

The City Council adjourned at 7:09 P.M. to November 1, 2021.

Respectfully submitted,

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Amend Management Group and Senior Executive Team Salary and Benefit Schedules

MEETING DATE: November 1, 2021

EXECUTIVE SUMMARY

The City Council is being asked to adopt the proposed amendments to the Management Group and Senior Executive Team Salary and Benefits Schedule to incorporate a two-point-five percent (2.5%) salary range adjustment, one-thousand-dollar (\$1,000.00) lump sum payment, and specific revisions to certain articles of the Salary and Benefits Schedules to be amended.

FISCAL IMPACT

The total net cost of the compensation package is \$67,211 over FY 2021-2022.

The additional costs for FY 2021-2022 will come from the existing approved budget and funding will be incorporated into the City's future annual budgets.

RECOMMENDATION

The City Council adopt a resolution to amend the Management Group and Senior Executive Team Salary and Benefits Schedules to reflect a two-point-five percent (2.5%) salary range adjustment, one-thousand-dollar (\$1,000.00) lump sum payment, and specific revisions to certain articles of the Salary and Benefits Schedules to be amended effective July 11, 2021.

BACKGROUND

In accordance with Pittsburg Municipal Code, Title II, Chapter 2.08.090, the City Council shall determine and set salary and benefit levels for City employees. The Management Group and Senior Executive Team are unrepresented employee groups. Positions within these groups are at-will and serve at the pleasure and direction of the City Manager.

Historically, the City Council has aligned comprehensive compensation level adjustments of the Management Group and Senior Executive Team with the City's Management/Professional/Confidential (MPC) Unit represented by the American Federation of State, County, and Municipal Employees (AFSCME) Union, Local 512.

On September 20, 2021, the City Council adopted a resolution approving a tentative agreement for the City of Pittsburgh and the AFSCME Union and authorized the City Manager to prepare and execute a successor Memorandum of Understanding (MOU) for the period of July 1, 2021 – June 30, 2022. The tentative agreement provided for a two-point-five percent (2.5%) cost of living adjustment (COLA), one-thousand-dollar (\$1,000.00) lump sum payment, and specific revisions to certain articles of the MOU to be amended.

The City Manager is recommending to amend the Management Group and Senior Executive Team Salary and Benefits Schedules to reflect a two-point-five percent (2.5%) salary range adjustment, one-thousand-dollar (\$1,000.00) lump sum payment, and specific revisions to certain articles of the Salary and Benefits Schedules to be aligned with the AFSCME MPC Unit agreement effective July 11, 2021.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

In accordance with the Pittsburgh Municipal Code, the City Council is asked to approve the Salary and Benefits Schedule amendments for employees in the Management Group and Senior Executive Team effective July 11, 2021.

The amendments to the draft Management Group and Senior Executive Team Salary and Benefits Schedules include the following:

- 1) Leaves (Section 4)
- 2) Appendix A (Salary Ranges)

For additional details of the amended changes, please refer to Exhibits – Management Group and Senior Executive Team Salary and Benefits Schedules.

ATTACHMENTS: Exhibit A – Management Group Salary and Benefits Schedule
Exhibit B – Senior Executive Team Salary and Benefits Schedule
Exhibit C – Resolution

Report Prepared By: Stacy Shell, Director of Human Resources

City of Pittsburgh
Management Group Salary & Benefits Schedule
Effective ~~June 24~~ July 11, 2021

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1. POSITIONS COVERED

This Booklet includes a summary of benefits for all classifications designated as the Management Group. All covered positions are at-will appointments, serving at the pleasure of the City Manager.

Positions included in this group are listed in Appendix A.

Whenever there exists a conflict between this document and an employment contract, if any, then said employment contract shall prevail.

2. SALARIES

Salary ranges for covered positions shall be as set forth in Appendix A, which is attached hereto and made a part hereof.

In accordance with Personnel Rule 12.1, Salary Plan, no person may be paid less than the minimum, nor more than the maximum of the salary range for the class in which employed. Further, because the Management Group has a salary range, and not salary steps, no person's salary automatically changes when the salary range changes. Advance within a salary range is based on performance and requires the approval of the City Manager.

2.1 Winter Closure

Beginning July 5, 2015, the City shall implement 40.00 hours of an unpaid winter closure in each fiscal year. This shall be accomplished by a mandatory wage reduction of one point nine two five percent (1.925%). The Winter Closure shall take place sometime during the period of December 1 and January 31 of each fiscal year and shall consist of forty (40) hours of time off during that time frame. The City shall determine the actual winter closure schedule for each employee in the unit based on the service needs of their department. This winter closure shall become the status quo.

To accomplish a one point nine two five percent (1.925%) reduction in pay, bargaining unit members will have their salaries reduced by 1.54 hours per pay period beginning July 5, 2015. The hours will be noted as a separate line item deduction on the employee's paycheck and will equal 1.54 times the hourly rate of pay in effect at the time of the deduction. This deduction will not otherwise reduce the bargaining unit member's existing base salary amount for City benefit accrual purposes.

If a non-exempt employee is called in to work on an unplanned or emergency basis during his or her scheduled holiday closure time, that employee shall be paid overtime for any such hours worked (versus receiving additional holiday closure time to be taken at a later time).

3. BENEFITS

3.1 Medical

The City will provide a medical insurance plan through Kaiser Permanente and will make every reasonable effort to maintain a second option through a Non-Kaiser HMO plan that allows members to choose their physician based on that physician's ability to accept coverage through said plan.

City's contribution toward medical insurance

~~Effective January 1, 2018 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Kaiser Permanente medical insurance shall be set at one hundred percent (100%) of the actual premium costs.~~

Effective January 1, 2019, the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for medical insurance shall be set at one hundred percent (100%) of the Kaiser Permanente premium rate. Employees electing to enroll in a medical insurance plan with premium rates higher than the Kaiser Permanente premium rate shall be required to pay the difference in premium rates between the Kaiser Permanente premium rate and the higher plan premium rate selected by the employee.

~~Effective January 1, 2018 through December 31, 2018, the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Non-Kaiser HMO Plan medical insurance shall be set at:~~

~~Employee only (single)~~	~~\$955.79 per month~~
~~Employee plus one (dual)~~	~~\$1,911.55 per month~~
~~Employee plus two or more (family)~~	~~\$2,704.87 per month~~

City's contribution toward regular part-time employees

Employees working a minimum of one thousand (1,000) hours per fiscal year, but working less than full-time, and their eligible dependents, shall receive pro-rata medical benefits based on scheduled work hours. The remaining medical premium shall be deducted from the employee's paycheck. The City's contribution rate will be the above rate regardless of which of the City's group health plans (Kaiser or Non-Kaiser HMO Plan) employees and their dependents participate in.

3.1(a) Exclusions

~~Health benefits provided to the Chief of Police shall be consistent with the Chief of Police's contract.~~

3.2 Retiree Medical – hired before January 1, 2012

A. Effective January 1, 2012 and only for those regular employees hired before January 1, 2012 the City provides contribution/reimbursement toward retiree medical insurance as provided below:

1. Retired employee with a minimum of fifteen (15) but fewer than twenty (20) years of full-time regular City service shall receive the lesser of his/her actual premium amount or fifty percent (50%) of the active employee Kaiser premium per month for the retiree only; or
2. Retired employee with a minimum of twenty (20) but fewer than twenty-five (25) years of full-time regular City service shall receive the lesser of his/her actual premium amount or seventy-five percent (75%) of the active employee Kaiser premium per month for the retiree only; or
3. Retired employee with a minimum of twenty-five (25) years of full-time regular City service shall receive the lesser of his/her actual premium amount or one hundred percent (100%) of the active employee Kaiser premium (retiree only or retiree and spouse, whichever is applicable) per month for the retiree and retiree's spouse.
4. Within the confines of Retiree Medical Insurance, the term "full-time regular City service" shall also include hourly service for those full-time employees who transitioned from hourly status to regular status during the period of 1994 through 1998.
5. A retired employee's spouse (spouse at time of retirement only) who receives no City contribution for spousal health insurance is eligible to participate in the City's offered retiree health insurance program; provided, however, that the retired employee and spouse agree to fully pay the monthly premium plus an additional two percent (2%) of the monthly premium as a City administrative fee.
6. The City's contribution toward retiree health insurance, and the retiree and/or retiree's spouse's participation in the City's offered retiree health insurance, shall end at the end of the month following the retired employee's sixty-fifth (65th) birthday. In the event the retiree passed away before his/her sixty-fifth (65th) birthday then the City's contribution toward the surviving spouse's monthly premium shall continue until the end of the month following what would have been the retired employee's sixty-fifth (65th) birthday.
7. Exclusions – The benefits described above shall apply to all current and future retirees except for the following exclusions:
 - a. Retirees who do not retire directly from City service; or

- b. Retirees and their spouses who are included in the Pittsburgh Municipal Employees Retirement System of 1948; or
 - c. Spouses of deceased retirees who remarry an individual not eligible for benefits under this provision; or
 - d. Retirees who fail to comply with any requirements as described in ‘verifications’; or
 - e. Spousal benefits described in this provision shall only apply to the spouse married to the retiree at the time of retirement. Spousal benefits cannot be acquired after retirement nor can they be transferred to a different spouse as in the case of death or divorce and remarriage; or
8. Verification – Retired employees who do not purchase medical insurance plan made available to retired employees/spouses by the City must submit annually proof of medical insurance. Retired employees and spouses of deceased employees must submit annually verification, on a form furnished by City, of continued eligibility.
- B. Employees hired on or after January 1, 2012 will be provided a Retirement Health Savings (RHS) plan, to which the City and Employee shall both contribute seventy-five (\$75) per month. Participation in the plan is required by the employee;

3.3 Dental

The City contributes one hundred percent (100%) of the dental insurance premium for a full-time employee and his/her eligible dependents.

Employees working a minimum of one thousand (1,000) hours per fiscal year, but working less than full-time, and their eligible dependents, shall receive pro-rata medical benefits based on scheduled work hours. The remaining medical premium shall be deducted from the employee's paycheck.

3.4 Medical and/or Dental Alternative

An employee eligible for the City's sponsored medical insurance and who opts to waive participation because the employee has provided documentation verifying that they are receiving medical insurance coverage from a source other than the City shall have a City monthly contribution of either two-hundred (\$200) for single coverage, three-hundred (\$300) for dual coverage or five-hundred dollars (\$500) for family coverage.

An employee eligible for the City's sponsored dental insurance and who opts to waive participation because the employee has provided documentation verifying that they are receiving dental insurance coverage

from a source other than the City shall have a City monthly contribution of twenty-five dollars (\$25.00).

A regular part-time employee represented by this bargaining unit and who elects either the medical alternative and/or dental alternative shall receive one-half (1/2) of the monthly contribution provided to a full-time employee.

3.5 Flexible Benefits Plan

The City offers an Internal Revenue Code Section 125 Plan that contains the components of premium conversion, health care reimbursement account, and dependent care reimbursement account. Employee participation is on an optional basis. The City shall provide and pay all costs of administering the plan.

Effective January 1, 2018, the City shall make an annual contribution (January 1 of each year) of \$100.00 to a health care reimbursement flexible spending account for each medical plan subscriber. The City shall also make an annual "matching" contribution (January 1 of each year) of up to \$100.00 to the flexible spending account for each medical plan subscriber for a maximum annual City contribution of \$200.00. Any employee enrolling into a medical plan after January 1 shall have a prorated amount contributed into the account.

3.6 Life Insurance

The City provides, at its expense, a Life Insurance/Accidental Death & Dismemberment policy for each employee at the coverage amount of 1&1/2 times their annual salary to a maximum benefit of two hundred fifty thousand dollars (\$250,000).

3.7 Long-Term Disability

The City provides, at its expense, long-term disability benefits for covered positions. This plan provides a benefit of 60% of the monthly salary to a maximum salary of fifteen thousand dollars (\$15,000) a month to a maximum benefit of nine thousand dollars (\$9,000) a month, after a one hundred eighty (180) day waiting period.

3.8 Deferred Compensation

Effective September 9, 2018 the City will make a "matching" contribution to the 457 deferred compensation plan for participating regular full-time employees up to a maximum of one-hundred twenty-five dollars and zero cents (\$125.00) per month. The City will make a "matching" contribution to the 457 deferred compensation plan for participating regular part-time employees up to a maximum of sixty-two dollars and fifty cents (\$62.50) per month.

3.9 Retirement

All current and new employees will be covered by the Public Employees' Retirement System (PERS) plans in accordance with the California Public Employees' Pension Reform Act of 2013 (PEPRA).

- A. For all represented employees hired by the City of Pittsburg before July 10, 2011 and enrolled in the City's non-safety PERS benefit with an effective date before July 10, 2011 the employee shall be covered by a pension program provided by the State of California Public Employees' Retirement System (PERS) to the City through a contract. This system, known as the 2% at 55 formula, is described periodically in brochures distributed by PERS.

The City agrees to provide PERS retirement benefits and maintain the following enhancements to the basic PERS 2% at 55 formula:

- a. One Year Final Compensation (Section 20042)
- b. Annual Cost-of-Living Increase at 3% (Section 21335)
- c. Military Service Credit as Public Service (Section 21024)
- d. Credit for Unused Sick Leave (Section 20965)
- e. EPMC as Additional Compensation (Section 20691)

- B. For all represented employees hired by the City of Pittsburg on or following July 10, 2011 and enrolled in the City's non-safety PERS benefit with an effective date of July 10, 2011 or later the employee shall be covered by a pension program provided by the State of California Public Employees' Retirement System (PERS) to the City through a contract under the 2% at 60 formula, based on the average monthly pay over a thirty-six month period ("3 year average") with a 2% annual cost-of-living increase and as is described periodically in brochures distributed by PERS. The City agrees to provide and maintain the following enhancements to the basic PERS 2% at 60 formula:

- a. Military Service Credit as Public Service (Section 21024)
- b. Credit for Unused Sick Leave (Section 20965)
- c. EPMC as Additional Compensation (Section 20691)

Employees enrolled in the 2% at 55 formula or the 2% at 60 formula shall contribute the entire seven percent (7%) employee share.

- C. For all represented employees hired on or after January 1, 2013, who are considered "new members" under California Government Code Section 7522.04(f) shall be in the 2% at 62 CalPERS retirement formula described in Government Code Section 7522.20(a). In addition, "new members" shall be subject to the equal sharing and contribution requirements in Section 7522.30(a) and (c) and shall pay at least 50% of the normal costs.

Effective for Fiscal Year 2017/18 and implemented on July 2, 2017 all employees within the unit will contribute an additional 1% of salary towards pension costs for a total of 8%.

Effective July 1, 2018, all classic employees within the unit shall contribute an additional one-half of one percent (.5%) of salary towards CalPERS unfunded accrued liability pension costs for a total of 8.5%.

Effective July 14, 2019, all classic employees within the unit shall contribute an additional one-half of one percent (.5%) of salary towards CalPERS unfunded accrued liability pension costs for a total of 9%.

3.10 Social Security

All non-safety employees shall have coverage under Federal Social Security in accordance with the provisions of law. This program requires contributions by both the employee and the employer in accordance with schedules provided by the Federal Government.

3.11 Education Reimbursement

When, in the opinion of the City Manager, a training course to be taken by an employee will be of benefit to the City, the City Manager may authorize payment by the City of 100% of tuition charges, fees, the cost of textbooks and supplies or ~~twenty-four~~twenty-four hundred dollars (\$2400), whichever is lower, each calendar year the employee is enrolled in approved training.

Additionally, the City will reimburse 50% of the direct cost of tuition, books, and supplies, or three hundred dollars (\$300), whichever is lower, annually for approved direct costs between \$2400 and \$3000.

Reimbursement of costs associated with training/education will only be made if the employee receives a letter grade of "C", or better or in cases of courses offered as pass/fail, a grade of pass.

Costs for education reimbursement come from each individual departmental budget.

A regular part-time employee shall be eligible for a pro-rated amount of tuition reimbursement.

3.12 Employee Assistance Program

The City contracts and pays for an employee assistance program providing each employee and their household members with up to eight (8) visits per incident per year.

3.13 Professional Association Dues

The City pays for membership dues in applicable professional associations, subject to approval of the City Manager.

~~3.14 Service Awards~~

~~Effective July 1, 2018, the City shall discontinue issuing service awards and implement the Service Achievement Incentive Plan outlined in Section 4.2 Vacation Accrual & Usage. Upon implementation, employees eligible for service award pay between January 1, 2018 and June 30, 2018, shall~~

~~receive a bank of reserve vacation hours in accordance with the provisions of the Service Achievement Incentive Plan, in lieu of receiving the pay associated with the service award in this section.~~

~~A regular full-time employee shall receive in December, if currently employed, service award pay based upon his/her total years of continuous City service, based on the following timetable and amounts:~~

~~Years of City Service~~	~~Service Award Amount~~
~~10 years~~	~~\$200~~
~~15 years~~	~~\$300~~
~~20 years~~	~~\$400~~
~~25 years~~	~~\$500~~
~~30 years~~	~~\$600~~
~~35 years~~	~~\$700~~
~~40 years~~	~~\$800~~
~~45 years~~	~~\$900~~

3.145 Professional Certifications

An Assistant Director of Planning who possesses an active and valid American Institute of Certified Planners (AICP) Certification shall receive an additional five percent (5%) of base pay for AICP Certification.

4. LEAVES

4.1 Administrative Leave

Exempt employees receive a maximum of ninety-six (96) hours Administrative Leave each calendar year. Said hours are credited to the employee's Administrative Leave time bank each January 1st such that the January 1st balance is exactly ninety-six (96) hours. This benefit is made available on a "use or lose" basis and as such may not be carried from one calendar year to the next. All requests for Administrative Leave are to be reviewed and approved by the City Manager.

4.2 Vacation Accrual & Usage

4.2.1 Accruals:

The vacation accrual rate shall be:

~~Years of~~ ~~Pittsburg Regular Service~~	~~Accrual Rate~~
~~0-5 Years~~	~~Accrue 3.08 hours per pay period (10 days)~~
~~6-10 Years~~	~~Accrue 4.62 hours per pay period (15 days)~~
~~11 Years~~	~~Accrue 4.92 hours per pay period (16 days)~~
~~12 Years~~	~~Accrue 5.23 hours per pay period (17 days)~~
~~13 Years~~	~~Accrue 5.54 hours per pay period (18 days)~~
~~14 Years~~	~~Accrue 5.85 hours per pay period (19 days)~~
~~15-19 Years~~	~~Accrue 6.15 hours per pay period (20 days)~~
~~20 and more years~~	~~Accrue 7.69 hours per pay period (25 days)~~

Regular part-time employees shall accrue vacation in the amount proportionate to the ratio of scheduled hours of work per work week to the standard work week, but in no case shall the number of days of vacation accrued per year exceed those days allowed for a similarly classified regular full-time employee.

4.2.2 Use of Vacation:

Vacation shall be taken at such time as is mutually convenient for the department and the employee.

1. Maximum Accumulation: The maximum accrual allowed is two times annual accrual to a maximum of three hundred and eighty (380) hours. Accruals will be monitored by the Finance Department. Once the maximum accrual has been reached, an employee will not accrue additional vacation until his/her accrual balance is reduced, by either use or buyback.

During the declared local emergency for COVID-19, the maximum vacation accrual limit shall be suspended temporarily and reinstated 12 months follow the end of the declared emergency. During the declared local emergency and prior to the reinstatement of the maximum vacation accrual limit, accrued vacation hours above three hundred eighty (380) hours will have no cash value upon separation of employment. Upon reinstatement of the maximum vacation accrual limit, unused accrued vacation hours in excess of three hundred eighty (380) hours will be lost.

2. Double Compensation Prohibited: Employees shall not work for the City during their vacation.

4.2.3 Minimum Use:

Employees must use a minimum of 40 hours of vacation per year. Any exception to this rule must be approved by the City Manager to be eligible for vacation buyback.

4.2.4 Vacation Buyback:

Employees may receive vacation pay in lieu of paid time-off, subject to the follow limitations. Buyback shall only be made at the request of the employee and upon the approval of the City Manager. Approvals will be granted if it is determined that "buyback" will result in increased cost-effectiveness and efficiency to the City as determined by the City Manager. ~~Employees are only eligible for one such approval in a 12-month period and only one buyback per fiscal year. Each vacation buyback shall be limited~~ Employee may elect to sell back to a maximum of eighty (80) hours of vacation per calendar year and will be at the employee's regular rate of pay. Employees desiring to sell back vacation must file an irrevocable election

identifying the number of vacation leave hours they will sell back in November (November 1-21) of the tax year preceding the sell back. The election will apply only to vacation leave hours accrued in the following tax year and the employee may elect that the pay-out occurs in either the last full pay period in September or the first full pay period in December. Employees who do not pre-designate a sell back amount by the annual deadline will be deemed to have waived the right to sell back any vacation leave in the following tax year and will not be eligible to sell back vacation leave in that year. Vacation hours bought back shall be paid at the employee's normal hourly rate of pay at the time of the buyback, excluding any enhancements such as out of class pay. The City Manager may authorize buyback in excess of the eighty (80)-hour limit in urgent and/or emergency situations.

Effective July 1, 2014 the total City-wide allocation for the buyback program will be \$160,000 per fiscal year. The City shall establish an annual window period for the receipt of vacation buyback requests (November 1 – 21). At the conclusion of the window period, the City will tabulate the total dollar value of the buyback requests. If the total dollar value is less than or equal to \$160,000 employee will receive, upon the City Manager's approval, payment as noted above. If the total dollar value of the requests exceeds \$160,000, request hours will be pro-rated and employees paid accordingly. ~~(Payment shall be made with the first paycheck of December.)~~ Should this occur, employee will be credited with vacation hours in excess of those hours determined eligible for the buyback program.

Individual employees may elect to have payouts of vacation leave deposited directly into the employee's account in the City's deferred compensation 457b Plan. If the employee does not so elect or if the funds cannot lawfully be deposited into the employee's deferred compensation account (e.g., if they would exceed the maximum contribution), the payout will be included in the employee's paycheck for the applicable pay period.

The prior-year pre-election requirement set forth in this section will be effective for vacation payouts occurring in Fiscal Year 2022 and later. For 2021 only, employees will be permitted to file two elections: (1) the first for payout of vacation in December of 2021 and (2) the second for payout of vacation in calendar year 2022.

As part of the City's open enrollment packet each year, the City shall provide all employees with a copy of the Irrevocable Vacation Pay-Out Election form.

In the event the IRS issues an official circular letter or regulation rescinding the constructive receipt tax issue concerning vacation cash-out as identified in PLR 2001-30015, the annual pay out will revert to the process described in the June 21, 2021 Salary and Benefits Schedule.

4.2.5 Holidays Falling During Vacations:

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking vacation, such employee shall not be charged as using vacation for that day. The employee's compensation for that day shall be holiday and shall not be paid or charged as vacation.

4.2.6 Service Achievement Incentive Plan:

The City acknowledges the value of retaining experienced employees. In recognition of previous years of full-time continuous service with the City, the City shall implement a Service Achievement Incentive Plan as follows:

1. At the completion of five (5) years of service, the employee shall receive forty (40) hours of vacation to be added to the employee's reserve vacation bank.
2. At the completion of ten (10) years of service, the employee shall receive fifty (50) hours of vacation to be added to the employee's reserve vacation bank.
3. At the completion of fifteen (15) years of service, the employee shall receive sixty (60) hours of vacation to be added to the employee's reserve vacation bank.
4. At the completion of twenty (20) years of service, the employee shall receive seventy (70) hours of vacation to be added to the employee's reserve vacation bank.
5. At the completion of twenty-five (25) years of service, the employee shall receive eighty (80) hours of vacation to be added to the employee's reserve vacation bank.
6. At the completion of thirty (30) years of service, the employee shall receive eighty (80) hours of vacation to be added to the employee's reserve vacation bank.
7. At the completion of thirty-five (35) years of service, the employee shall receive eighty (80) hours of vacation to be added to the employee's reserve vacation bank.
8. At the completion of forty (40) years of service, the employee shall receive eighty (80) hours of vacation to be added to the employee's reserve vacation bank.
9. Upon initial implementation of the Service Achievement Incentive Plan, effective July 1, 2018:
 - a) Employees with at least five (5) years, but less than ten (10) years of full-time continuous service with the City shall receive a preliminary reserve vacation bank of twenty (20) hours.

- b) Employees with 10 years or more of full-time continuous service with the City shall receive a preliminary reserve vacation bank of 40 hours.

10. ~~_____The Service Achievement Incentive Plan bank shall not have a vacation leave accrual limit. However, as of the last pay period in December of each year, the City will contribute the balance of each employee's Service Achievement Incentive Plan bank in excess of eighty (80) hours directly into the employee's account in the City's deferred compensation 457b Plan. In the event the direct contribution is disallowed or has a negative impact on the Plan's qualified status, the City will address that concern.~~

~~The Service Achievement Incentive Plan bank shall not have a vacation leave accrual limit.~~ Employees may utilize the reserve vacation bank accrued hours in accordance with section 4.2.2 - Use of Vacation.

4.3 Sick Leave Accrual & Usage

4.3.1 Definitions:

"Sick leave" shall apply only to instances wherein an employee, because of sickness or injury, is unable to perform their regular duties.

4.3.2 Limitations:

Sick leave with pay shall be granted to all employees as provided for below. Sick leave may be used for sickness or injury arising out of an employee's work for the City, as well as for sickness or injuries which are not work connected. Sick leave shall not be considered as a right which an employee may use at their discretion but shall be allowed only in case of necessity and actual personal sickness, disability; provided, however, that any employee who engages in any gainful business or employment while on sick leave shall be subject to dismissal. Provided further, that sick leave may not be used if the sickness or injury results from an employee's outside employment.

4.3.3 Accruals:

Regular full-time employees shall accrue sick leave at the rate of eight (8) hours per month.

Regular part-time employees shall accrue sick leave in the amount proportionate to the ratio of scheduled hours of work per week to the standard work week, but in no case shall the number of sick leave hours accrued each month exceed eight (8).

4.3.4 Unused Sick Leave:

Unused sick leave may be accumulated. There are no maximum accrual limits for sick leave. No payment shall be made for accumulated sick leave

at the time of separation from employment. Upon retirement, unused sick leave is converted to service credit.

4.3.5 Sick Leave Incentive:

Employees who use no sick leave in any payroll year quarter shall have four (4) hours credited towards vacation with a maximum accrual during any one (1) year to be sixteen (16) hours.

Any hours taken under the Emergency Paid Sick Leave Act (up to 80 hours of paid sick leave for COVID-19 related events) will not disqualify an employee from this sick leave incentive.

4.3(f) Verifications:

Sick leave for consecutive periods of time exceeding three working days will be allowed only upon presentation to the employee's supervisor of a certificate from a licensed physician stating the nature of the illness and acknowledging the employee's inability to work for the period involved.

Notwithstanding the above language, an employee who has been on sick leave for less than three working days may be required to present medical verification of their sickness in the event that the supervisor demonstrates that the employee has a demonstrated pattern of possible sick leave abuse, which includes the use of numerous sick days in conjunction with days off, or establishes that the employee has used a disproportionate number of sick days in comparison to other similarly situated employees, and said illnesses/injuries do not appear to be job-related.

4.3(g) Notifications:

Employees must notify their supervisor prior to the beginning of any working shift at which they will not report for work and for which they desire to use sick leave.

4.3(h) Compensation:

Full pay and allowances will accrue to employees during periods of authorized sick leave.

4.3(i) Unearned Sick Leave:

Employees may not "borrow" on unearned sick leave.

4.4 Personal Necessity Leave

Employees may use a maximum of [thirty-two \(32\)](#) hours of accrued sick leave per calendar year for reasons of personal necessity. For purposes of this section, personal necessity shall mean the employee requests leave from their work to attend to personal business that cannot be dispensed with off duty. Personal necessity leave is to be requested in advance and shall be reviewed and (dis)approved by the City Manager. Personal necessity leave is considered use of sick leave.

4.5 Holidays/Holiday Pay/Floating Holidays

All employees shall be entitled to the following paid holidays each year:

1. January 1st – New Year's Day
2. Third Monday in January – Martin Luther King
3. February 12th – Lincoln's Day
4. Third Monday in February – Washington's Day
5. March 31st – Cesar Chavez Day
6. Last Monday in May – Memorial Day
7. July 4th – Independence Day
8. First Monday in September – Labor Day
9. Second Monday in October – Columbus Day
10. November 11th – Veteran's Day
11. Fourth Thursday in November – Thanksgiving Day
12. Day Following Thanksgiving – Friday following Thanksgiving
13. December 25th – Christmas Day
14. Sixteen (16) hours of floating holiday.

Holidays falling on a Saturday will be observed on the preceding Friday.
Holidays falling on a Sunday will be observed on the following Monday.
Holidays falling during the week will be observed on the actual day.

4.6 Catastrophic Leave

The Catastrophic Leave Program is designed to assist employees who have exhausted paid time credits due to an employee's or their immediate family member's serious or catastrophic illness or injury. This program allows other employees to donate time to the affected employee so that he/she can remain in a paid status for a longer period of time, thus partially reducing the financial impact of the illness or injury.

4.6(a) Definitions:

1. Catastrophic Illness or Injury – A medically certified illness, injury impairment, physical or mental condition of an employee or an employee's immediate family member that prevents an employee from returning to work for a period of thirty (30) calendar days or more.
The term "immediate family member" shall mean spouse or domestic partner, child, stepchild, adopted or foster child, parent or parent-in-law.
2. Leave to be donated – Vacation or sick leave.

4.6(b) Eligibility:

1. Donors
 - a. Only regular employees are eligible to donate accrued vacation or sick leave.
 - b. Donating employees may not reduce their balance of earned vacation or sick leave below forty (40) hours by reason of such donation.

2. Recipients

- a. Only regular employees may participate in the Catastrophic Leave program.
- b. Certification from a physician that the illness/injury will preclude the employee from returning to work for at least thirty (30) calendar days must be submitted to the Human Resources Department with the application.
- c. All accumulated time, sick leave, vacation time and administrative leave must have been exhausted.
- d. A request for a leave of absence without pay for medical reasons has been submitted and approved.
- e. Request for participation in the program shall be made on an Application for Catastrophic Leave Program form (available in Human Resources).

4.6(c) Procedures:

1. Donations must be a minimum of one (1) day at a time and submitted on the appropriate donation form.
2. Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the recipient employee.
3. Donations, once made, are irrevocable.
4. Any period of donated leave may be counted as Family and Medical Leave time.
5. Employees may not remain on catastrophic leave or receive leave donations for a continuous period exceeding six (6) calendar months.
6. Verification of catastrophic illness must be submitted by a licensed physician to Human Resources.
7. Employees are eligible for this benefit only once during their employment with the City.
8. Employees must have accumulated a minimum of one hundred and twenty (120) hours of sick leave or eighty (80) hours of vacation time before a donation can be made.

4.7 **Bereavement Leave**

Employees shall be entitled to three (3) working days off with pay whenever there is a death in their immediate family. For purposes of this section, the immediate family shall consist of spouse, domestic partner, children, parents, grandparents, grandchildren, brothers, sisters, step-children, step-parents, half-brothers, half-sisters, fathers-in-law and mothers-in-law.

Time off for funerals or bereavement leave must be taken within six (6) months of the death of the immediate family member. In the event an employee desires to take additional time off with pay in excess of that provided for a death in the immediate family, or in the event the employee desires to attend the actual funeral or service of active or retired City officials, employees, or other family members not covered in this section, and if the employee has unused vacation or sick leave, the employee may

take such additional time off or, the time necessary to attend such funeral, and charge it against his/her unused vacation, compensatory time, and/or sick leave.

4.8 Compensation (Workers' Comp Salary Continuation) Leave

Employees are covered by Workers' Compensation benefits pursuant to the statutes of the State of California. For non-safety employees, over and above the Workers' Compensation statutory benefits, the City shall pay full salary on the first day of work loss due to an on-the-job injury/illness and will continue to provide said benefits through the employees' sixtieth (60th) calendar day of work loss. After the sixtieth (60th) calendar day, benefits shall be paid pursuant to the statutes of the State of California.

4.9 Leave without Pay

Employees may receive authorization for an unpaid leave of absence for up to six (6) months, with the approval of the City Manager.

5. STANDARD HOURS OF WORK & OVERTIME

The City has determined that all classifications within this unit are exempt and are therefore not eligible for overtime in accordance with Title 29, Part 541 of the Code of Federal Regulations, FLSA.

During a labor dispute, a natural or war-caused disaster, or other emergency situation, the City Council, by motion, or the City Manager may authorize overtime pay for members within this unit who are customarily not entitled thereto. The City's standard work week is forty (40) hours.

Appendix A.

A. Fiscal Year 2021/22~~18/19~~ monthly full-time salary ranges are:

Effective July 1, 2018

Position	Minimum	Maximum
Assistant Director of Finance	10,439	12,687
Assistant Director of Economic Dev. and Recreation	10,439	12,687
Assistant to the City Manager	10,027	12,187
City Engineer	11,176	13,583
Director of Recreation and Maintenance Services	11,176	13,583
Director of Water Utilities	12,792	15,547
Executive Assistant	5,871	7,136
Human Resources Manager	10,027	12,187
Power Company Manager	11,176	13,583

Effective July 1~~14~~, 2021~~19~~

Position	Minimum	Maximum
Assistant Director of Finance	~~10,700~~ 10,968	~~13,004~~ 13,329
Assistant Director of Economic Dev. and Recreation	~~10,700~~ 10,968	~~13,004~~ 13,329
<u>Assistant Director of Planning</u>	<u>10,968</u>	<u>13,329</u>
Assistant to the City Manager	~~10,278~~ 10,535	~~12,492~~ 12,804
City Engineer	~~11,455~~ 11,741	~~13,923~~ 14,271
Director of Recreation and Maintenance Services	~~11,455~~ 11,741	~~13,923~~ 14,271
Director of Water Utilities	~~13,112~~ 13,440	~~15,936~~ 16,334
Executive Assistant	~~6,018~~ 6,168	~~7,314~~ 7,497
Human Resources Manager	~~10,278~~ 10,535	~~12,492~~ 12,804
Power Company Manager	~~11,455~~ 11,741	~~13,923~~ 14,271

Effective June 21, 2021

Position	Minimum	Maximum
<u>Assistant Director of Planning</u>	<u>10,700</u>	<u>13,004</u>

B. Whenever an individual is employed in a listed classification with a monthly salary listed, at less than full-time, then said employee shall receive a pro-rata equivalent of the stated monthly salary.

C. Off Salary Range One-Time-Only Payment

Management Group members who are City employees during the first pay period following City Council adoption of the resolution authorizing amendments to the Salary and Benefits Schedule will receive a one-time lump sum payment of \$1,000. Employees may elect to have the lump sum payment deposited into their 457b Plan deferred compensation account (subject to IRS maximum contributions limits). If the employee does not elect to deposit the lump sum payment into their deferred compensation account or if the money cannot be lawfully deposited, it will be included

in the employee's paycheck for the applicable pay period. This lump sum payment is non-pensionable and will not be reported to CalPERS.

D. The City shall finance a classification and compensation study to be performed by an outside professional consultant for all Management Group classifications during Fiscal Year 2021/22.

The City intends the total compensation survey to provide information to support consideration of market-based equity adjustments for individual classifications in future fiscal years. Any equity adjustments will consider both the total compensation survey results and the City's financial recovery.

~~A. Should the City realize up to four hundred and fifty thousand dollars (\$450,000) in non-budgeted one-time general fund revenue between July 1, 2018 and June 30, 2020, the City shall pay each unit member up to two thousand dollars (\$2,000) following the receipt of the one-time funds. If amounts less than the full four hundred and fifty thousand dollars (\$450,000) are received, proportionate payments will be made to employees based upon the funds received. Proportionate payments will occur on the following quarter basis or as soon as possible.~~

City of Pittsburgh
Senior Executive Team Salary & Benefits Schedule
Effective ~~May 17, 2021~~ July 11, 2021

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Appendix A.		2019

1. POSITIONS COVERED

This Booklet includes a summary of benefits for all classifications designated as the City Senior Executive Team. All covered positions are at-will appointments, serving at the pleasure of the City Manager.

Whenever there exists a conflict between this document and an employment contract, if any, then said employment contract shall prevail.

Positions within this unit include:

Deputy City Manager
Chief of Police
Director of Community and Economic Development
Director of Community Services
Director of Finance
Director of Human Resources
Director of Public Works
Director of Records and Council Services

2. SALARIES

Salary ranges for covered positions shall be as set forth in Appendix A, which is attached hereto and made a part hereof.

In accordance with Personnel Rule 12.1, Salary Plan, no person may be paid less than the minimum, nor more than the maximum of the salary range for the class in which employed. Further, because the Senior Executive Team has a salary range, and not salary steps, no person's salary automatically changes when the salary range changes. Advancement within a salary range is based on performance and requires the approval of the City Manager.

2.1 Winter Closure

Beginning July 5, 2015, the City shall implement a winter closure in each fiscal year. The Winter Closure shall take place sometime during the period of December 1 and January 31 of each fiscal year and shall consist of forty (40) hours of time off during that time frame. The City shall determine the actual winter closure schedule for each employee in the unit based on the service needs of their department. This winter closure shall become the status quo. All positions within this unit, with the exception of the Chief of Police, will be required to use vacation, vacation reserve, or administrative leave banks to supplement their pay during the Winter Closure.

With the exception of the Chief of Police, an employee who is called in to work on an unplanned or emergency basis during his or her scheduled winter closure time shall be paid straight-time pay for any work performed.

3. BENEFITS

3.1 Medical

The City will provide a medical insurance plan through Kaiser Permanente and will make every reasonable effort to maintain a second option through a Non-Kaiser HMO plan that allows members to choose their physician based on that physician's ability to accept coverage through said plan.

City's contribution toward medical insurance ~~Effective January 1, 2018 the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Kaiser Permanente medical insurance shall be set at one hundred percent (100%) of the actual premium costs.~~

Effective January 1, 2019, the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for medical insurance shall be set at one hundred percent (100%) of the Kaiser Permanente premium rate. Employees electing to enroll in a medical insurance plan with premium rates higher than the Kaiser Permanente premium rate shall be required to pay the difference in premium rates between the Kaiser Permanente premium rate and the higher plan premium rate selected by the employee.

~~Effective January 1, 2018 through December 31, 2018, the City's contribution for a full-time employee and his/her eligible dependents for each level of benefit (single, dual, and family) for Non-Kaiser HMO Plan medical insurance shall be set at:~~

~~Employee only (single)~~	~~\$955.79 per month~~
~~Employee plus one (dual)~~	~~\$1,911.55 per month~~
~~Employee plus two or more (family)~~	~~\$2,704.87 per month~~

City's contribution toward regular part-time employees

Employees working a minimum of one thousand (1,000) hours per fiscal year, but working less than full-time, and their eligible dependents, shall receive pro-rata medical benefits based on scheduled work hours. The remaining medical premium shall be deducted from the employee's paycheck. The City's contribution rate will be the above rate regardless of which of the City's group health plans (Kaiser or Non-Kaiser HMO Plan) employees and their dependents participate in.

3.2 Retiree Medical – hired before January 1, 2012

A. Effective January 1, 2012 and only for those regular employees hired before January 1, 2012 the City provides contribution/reimbursement toward retiree medical insurance as provided below:

1. Retired employee with a minimum of fifteen (15) but fewer than twenty (20) years of full-time regular City service shall receive the lesser of his/her actual premium amount or fifty percent (50%) of the active employee Kaiser premium per month for the retiree only; or
2. Retired employee with a minimum of twenty (20) but fewer than twenty-five (25) years of full-time regular City service shall receive the lesser of his/her actual premium amount or seventy-five percent (75%) of the active employee Kaiser premium per month for the retiree only; or
3. Retired employee with a minimum of twenty-five (25) years of full-time regular City service shall receive the lesser of his/her actual premium amount or one hundred percent (100%) of the active employee Kaiser premium (retiree only or retiree and spouse, whichever is applicable) per month for the retiree and retiree's spouse.
4. Within the confines of Retiree Medical Insurance, the term "full-time regular City service" shall also include hourly service for those full-time employees who transitioned from hourly status to regular status during the period of 1994 through 1998.
5. A retired employee's spouse (spouse at time of retirement only) who receives no City contribution for spousal health insurance is eligible to participate in the City's offered retiree health insurance program; provided, however, that the retired employee and spouse agree to fully pay the monthly premium plus an additional two percent (2%) of the monthly premium as a City administrative fee.
6. The City's contribution toward retiree health insurance, and the retiree and/or retiree's spouse's participation in the City's offered retiree health insurance, shall end at the end of the month following the retired employee's sixty-fifth (65th) birthday. In the event the retiree passed away before his/her sixty-fifth (65th) birthday then the City's contribution toward the surviving spouse's monthly premium shall continue until the end of the month following what would have been the retired employee's sixty-fifth (65th) birthday.
7. Exclusions – The benefits described above shall apply to all current and future retirees except for the following exclusions:
 - a. Retirees who do not retire directly from City service; or
 - b. Retirees and their spouses who are included in the Pittsburgh Municipal Employees Retirement System of 1948; or
 - c. Spouses of deceased retirees who remarry an individual not eligible for benefits under this provision; or

- d. Retirees who fail to comply with any requirements as described in ‘verifications’; or
 - e. Spousal benefits described in this provision shall only apply to the spouse married to the retiree at the time of retirement. Spousal benefits cannot be acquired after retirement nor can they be transferred to a different spouse as in the case of death or divorce and remarriage; or
8. Verification – Retired employees who do not purchase medical insurance plan made available to retired employees/spouses by the City must submit annually proof of medical insurance. Retired employees and spouses of deceased employees must submit annually verification, on a form furnished by City, of continued eligibility.
- B. Employees hired on or after January 1, 2012 will be provided a Retirement Health Savings (RHS) plan, to which the City and Employee shall both contribute seventy-five dollars (\$75) per month. Participation in the plan is required by the employee.

3.3 Dental

The City contributes one hundred percent (100%) of the dental insurance premium for a full-time employee and his/her eligible dependents.

Employees working a minimum of one thousand (1,000) hours per fiscal year, but working less than full-time, and their eligible dependents, shall receive pro-rata medical benefits based on scheduled work hours. The remaining medical premium shall be deducted from the employee's paycheck.

3.4 Medical and/or Dental Alternative

An employee eligible for the City's sponsored medical insurance and who opts to waive participation because the employee has provided documentation verifying that they are receiving medical insurance coverage from a source other than the City shall have a City monthly contribution of either two-hundred (\$200) for single coverage, three-hundred (\$300) for dual coverage or five-hundred dollars (\$500) for family coverage.

An employee eligible for the City's sponsored dental insurance and who opts to waive participation because the employee has provided documentation verifying that they are receiving dental insurance coverage from a source other than the City shall have a City monthly contribution of twenty-five dollars (\$25.00).

A regular part-time employee represented by this bargaining unit and who elects either the medical alternative and/or dental alternative shall receive one-half (1/2) of the monthly contribution provided to a full-time employee.

3.5 Flexible Benefits Plan

The City offers an Internal Revenue Code Section 125 Plan that contains the components of premium conversion, health care reimbursement account, and dependent care reimbursement account. Employee participation is on an optional basis. The City shall provide and pay all costs of administering the plan.

Effective January 1, 2018, the City shall make an annual contribution (January 1 of each year) of \$100.00 to a health care reimbursement flexible spending account for each medical plan subscriber. The City shall also make an annual “matching” contribution (January 1 of each year) of up to \$100.00 to the flexible spending account for each medical plan subscriber for a maximum annual City contribution of \$200.00. Any employee enrolling into a medical plan after January 1 shall have a prorated amount contributed into the account.

3.6 Life Insurance

The City provides, at its expense, a Life Insurance/Accidental Death & Dismemberment policy for each employee, including the Chief of Police at the coverage amount of 1½ times their annual salary to a maximum benefit of two hundred fifty thousand dollars (\$250,000).

3.7 Long-Term Disability

The City provides, at its expense, long-term disability benefits for covered positions. This plan provides a benefit of 60% of the monthly salary to a maximum salary of fifteen thousand dollars (\$15,000) a month to a maximum benefit of nine thousand dollars (\$9,000) a month, after a one hundred eighty (180) day waiting period.

3.8 Deferred Compensation

Effective September 9, 2018 the City will make a “matching” contribution to the 457 deferred compensation plan for participating regular full-time employees up to a maximum of one-hundred twenty-five dollars and zero cents (\$125.00) per month. The City will make a “matching” contribution to the 457 deferred compensation plan for participating regular part-time employees up to a maximum of sixty-two dollars and fifty cents (\$62.50) per month.

3.9 Retirement

All current and new employees will be covered by the Public Employees’ Retirement System (PERS) plans in accordance with the California Public Employees’ Pension Reform Act of 2013 (PEPRA).

- A. For all represented employees hired by the City of Pittsburg before July 10, 2011 and enrolled in the City's non-safety PERS benefit with an effective date before July 10, 2011 the employee shall be covered by a pension program provided by the State of California Public Employees' Retirement System (PERS) to the City through a contract. This system, known as the 2% at 55 formula, is described periodically in brochures distributed by PERS.

The City agrees to provide PERS retirement benefits and maintain the following enhancements to the basic PERS 2% at 55 formula:

- a. One Year Final Compensation (Section 20042)
 - b. Annual Cost-of-Living Increase at 3% (Section 21335)
 - c. Military Service Credit as Public Service (Section 21024)
 - d. Credit for Unused Sick Leave (Section 20965)
 - e. EPMC as Additional Compensation (Section 20691)
- B. For all represented employees hired by the City of Pittsburg on or following July 10, 2011 and enrolled in the City's non-safety PERS benefit with an effective date of July 10, 2011 or later the employee shall be covered by a pension program provided by the State of California Public Employees' Retirement System (PERS) to the City through a contract under the 2% at 60 formula, based on the average monthly pay over a thirty-six month period ("3 year average") with a 2% annual cost-of-living increase and as is described periodically in brochures distributed by PERS. The City agrees to provide and maintain the following enhancements to the basic PERS 2% at 60 formula:
- a) Military Service Credit as Public Service (Section 21024)
 - b) Credit for Unused Sick Leave (Section 20965)
 - c) EPMC as Additional Compensation (Section 20691)

Employees enrolled in the 2% at 55 formula or the 2% at 60 formula shall contribute the entire seven percent (7%) employee share.

- C. For all represented employees hired on or after January 1, 2013, who are considered "new members" under California Government Code Section 7522.04(f) shall be in the 2% at 62 CalPERS retirement formula described in Government Code Section 7522.20(a). In addition, "new members" shall be subject to the equal sharing and contribution requirements in Section 7522.30(a) and (c) and shall pay at least 50% of the normal costs.

Effective for Fiscal Year 2017/18 and implemented on July 2, 2017 all employees within the unit except for the Chief of Police will contribute an additional 1% of salary towards pension costs for a total of 8%.

Effective July 1, 2018, all classic employee within the unit shall contribute an additional one-half of one percent (.5%) of salary towards CalPERS unfunded accrued liability pension costs for a total of 8.5%.

Effective July 14, 2019 all classic employees within the unit shall contribute an additional one-half of one percent (.5%) of salary towards CalPERS unfunded accrued liability pension costs for a total of 9%.

Effective July 1, 2018, the Chief of Police will contribute an additional 1% of salary towards pension costs for a total of 12% contribution of salary.

Effective July 14, 2019, the Chief of Police will contribute an additional 1% of salary towards pension cost for a total of 13% contribution of salary.

3.10 Social Security

All non-safety employees shall have coverage under Federal Social Security in accordance with the provisions of law. This program requires contributions by both the employee and the employer in accordance with schedules provided by the Federal Government.

3.11 Education Reimbursement

When, in the opinion of the City Manager, a training course to be taken by an employee will be of benefit to the City, the City Manager may authorize payment by the City of 100% of tuition charges, fees, the cost of textbooks and supplies or twenty-four hundred dollars (\$2400), whichever is lower, each calendar year the employee is enrolled in approved training.

Additionally, the City will reimburse 50% of the direct cost of tuition, books, and supplies, or three hundred dollars (\$300), whichever is lower, annually for approved direct costs between \$2400 and \$3000.

Reimbursement of costs associated with training/education will only be made if the employee receives a letter grade of "C", or better or in cases of courses offered as pass/fail, a grade of pass.

Costs for education reimbursement come from each individual departmental budget.

[A regular part-time employee shall be eligible for a pro-rated amount of tuition reimbursement.](#)

3.12 Employee Assistance Program

The City contracts and pays for an employee assistance program providing each employee and their household members with up to eight (8) visits per incident per year.

3.13 Professional Association Dues

The City pays for membership dues in applicable professional associations, subject to approval of the City Manager.

~~3.14 Service Awards~~

~~Effective July 1, 2018, the City shall discontinue issuing service awards and implement the Service Achievement Incentive Plan outlined in Section 4.2.7 Vacation Accrual & Usage. Upon implementation, employees eligible for service award pay between January 1, 2018 and June 30, 2018, shall receive a bank of reserve vacation hours in accordance with the provisions of the Service Achievement Incentive Plan, in lieu of receiving the pay associated with the service award in this section.~~

~~A regular full-time employee shall receive in December, if currently employed, service award pay based upon his/her total years of continuous City service, based on the following timetable and amounts:~~

~~Years of City Service — Service Award Amount~~

~~10 years — \$200~~

~~15 years — \$300~~

~~20 years — \$400~~

~~25 years — \$500~~

~~30 years — \$600~~

~~35 years — \$700~~

~~40 years — \$800~~

~~45 years — \$900~~

~~3.145 Exclusions~~

The Chief of Police receives benefits outlined in Section 3 - Benefits of this Schedule in accordance with the benefits provided to the members of the Police Captain class within the Police Managers Group, unless detailed otherwise herein.

4. LEAVES

4.1 Administrative Leave

Exempt employees receive a maximum of ninety-six (96) hours Administrative Leave each calendar year. Said hours are credited to the employee's Administrative Leave time bank each January 1st such that the January 1st balance is exactly ninety-six (96) hours. This benefit is made available on a "use or lose" basis and as such may not be carried from one calendar year to the next. All requests for Administrative Leave are to be reviewed and approved by the City Manager.

4.2 Vacation Accrual & Usage

4.2.1 Accruals

The vacation accrual rate shall be:

Years of Continuous Public Sector Service	Accrual Rate
0-5 Years	Accrue 4.00 hours per pay period (13 days)
6-10 Years	Accrue 5.54 hours per pay period (18 days)
11 Years	Accrue 5.85 hours per pay period (19 days)
12 Years	Accrue 6.15 hours per pay period (20 days)
13 Years	Accrue 6.47 hours per pay period (21 days)
14 Years	Accrue 6.77 hours per pay period (22 days)
15-19 Years	Accrue 7.08 hours per pay period (23 days)
20 and more years	Accrue 8.62 hours per pay period (28 days)

4.2.1.1 The Chief of Police shall accrue vacation in accordance with Section 8.1 – Vacation Accrual of the Police Managers Group MOU.

4.2.2 Use of Vacation

Vacation shall be taken at such time as is mutually convenient for the department and the employee.

1. Maximum Accumulation: The maximum accrual allowed is two times annual accrual to a maximum of three hundred and eighty (380) hours. Accruals will be monitored by the Finance Department. Once the maximum accrual has been reached, an employee will not accrue additional vacation until his/her accrual balance is reduced, by either use or buyback.

During the declared local emergency for COVID-19, the maximum vacation accrual limit shall be suspended temporarily and reinstated 12 months follow the end of the declared emergency. During the declared local emergency and prior to the reinstatement of the maximum vacation accrual limit, accrued vacation hours above three hundred eighty (380) hours will have no cash value upon separation

of employment. Upon reinstatement of the maximum vacation accrual limit, unused accrued vacation hours in excess of three hundred eighty (380) hours will be lost.

2. Double Compensation Prohibited: Employees shall not work for the City during their vacation.

4.2.3 Minimum Use

Employees must use a minimum of 40 hours of vacation per year. Any exception to this rule must be approved by the City Manager to be eligible for vacation buyback.

4.2.4 Vacation Buyback

Employees may receive vacation pay in lieu of paid time-off, subject to the following limitations. Buyback shall only be made at the request of the employee and upon the approval of the City Manager. Approvals will be granted if it is determined that “buyback” will result in increased cost-effectiveness and efficiency to the City as determined by the City Manager. ~~Employees are only eligible for one such approval in a 12-month period and only one buyback per fiscal year. Each vacation buyback shall be limited to~~ Employees may elect to sell back a maximum of forty (40) hours of vacation per calendar year and will be at the employee’s regular rate of pay. Employees desiring to sell back vacation must file an irrevocable election identifying the number of vacation leave hours they will sell back in November (November 1-21) of the tax year preceding the sell back. The election will apply only to vacation leave hours accrued in the following tax year and the employee may elect that the pay-out occurs in either the last full pay period in September or the first full pay period in December. Employees who do not pre-designate a sell back amount by the annual deadline will be deemed to have waived the right to sell back any vacation leave in the following tax year and will not be eligible to sell back vacation leave in that year. Vacation hours bought back shall be paid at the employee’s normal hourly rate of pay at the time of the buyback, excluding any enhancements such as out of class pay.

Effective July 1, 2014 the total City-wide allocation for the buyback program will be \$160,000 per fiscal year. The City shall establish an annual window period for the receipt of vacation buyback requests (November 1 – 21). At the conclusion of the window period, the City will tabulate the total dollar value of the buyback requests. If the total dollar value is less than or equal to \$160,000 employee will receive, upon the City Manager’s approval, payment as noted above. If the total dollar value of the requests exceeds \$160,000, request hours will be pro-rated and employees paid accordingly. ~~(Payment shall be made with the first paycheck of December.)~~ Should this occur, employee will be credited with vacation hours in excess of those hours determined eligible for the buyback program.

Individual employees may elect to have payouts of vacation leave deposited directly into the employee’s account in the City’s deferred compensation

457b Plan. If the employee does not so elect or if the funds cannot lawfully be deposited into the employee's deferred compensation account (e.g., if they would exceed the maximum contribution), the payout will be included in the employee's paycheck for the applicable pay period.

The prior-year pre-election requirement set forth in this section will be effective for vacation payouts occurring in Fiscal Year 2022 and later. For 2021 only, employees will be permitted to file two elections: (1) the first for payout of vacation in December of 2021 and (2) the second for payout of vacation in calendar year 2022.

As part of the City's open enrollment packet each year, the City shall provide all employees with a copy of the Irrevocable Vacation Pay-Out Election form.

In the event the IRS issues an official circular letter or regulation rescinding the constructive receipt tax issue concerning vacation cash-out as identified in PLR 2001-30015, the annual pay out will revert to the process described in the May 17, 2021 Salary and Benefits Schedule.

4.2.5 Vacation Conversion to 401(a) Contribution

Employees within this bargaining unit will convert an equal dollar amount of vacation towards a contribution to a 401(a) plan. All members of this bargaining unit will be required to contribute an amount equal to eighty (80) hours of vacation for the lowest paid member of the unit. Employees with a higher hourly rate will convert however many hours that equate to the same dollar amount as 80 hours for the lowest paid member.

4.2.6 Holidays Falling During Vacations

When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking vacation, such employee shall not be charged as using vacation for that day. The employee's compensation for that day shall be holiday and shall not be paid or charged as vacation.

4.2.7 Service Achievement Incentive Plan

The City acknowledges the value of retaining experienced employees. In recognition of previous years of full-time continuous service with the City, the City shall implement a Service Achievement Incentive Plan as follows:

1. At the completion of five (5) years of service, the employee shall receive forty (40) hours of vacation to be added to the employee's reserve vacation bank.
2. At the completion of ten (10) years of service, the employee shall receive fifty (50) hours of vacation to be added to the employee's reserve vacation bank.

3. At the completion of fifteen (15) years of service, the employee shall receive sixty (60) hours of vacation to be added to the employee's reserve vacation bank.
4. At the completion of twenty (20) years of service, the employee shall receive seventy (70) hours of vacation to be added to the employee's reserve vacation bank.
5. At the completion of twenty-five (25) years of service, the employee shall receive eighty (80) hours of vacation to be added to the employee's reserve vacation bank.
6. At the completion of thirty (30) years of service, the employee shall receive eighty (80) hours of vacation to be added to the employee's reserve vacation bank.
7. At the completion of thirty-five (35) years of service, the employee shall receive eighty (80) hours of vacation to be added to the employee's reserve vacation bank.
8. At the completion of forty (40) years of service, the employee shall receive eighty (80) hours of vacation to be added to the employee's reserve vacation bank.
9. Upon initial implementation of the Service Achievement Incentive Plan, effective July 1, 2018:
 - a. Employees with at least five (5) years, but less than ten (10) years of full-time continuous service with the City shall receive a preliminary reserve vacation bank of twenty (20) hours.
 - b. Employees with ten (10) years or more of full-time continuous service with the City shall receive a preliminary reserve vacation bank of forty (40) hours.

10. The Service Achievement Incentive Plan bank shall not have a vacation leave accrual limit. However, as of the last pay period in December of each year, the City will contribute the balance of each employee's Service Achievement Incentive Plan bank in excess of eighty (80) hours directly into the employee's account in the City's deferred compensation 457b Plan. In the event the direct contribution is disallowed or has a negative impact on the Plan's qualified status, the City will address that concern.

Employees may utilize the reserve vacation bank accrued hours in accordance with section 4.2.2 - Use of Vacation.

4.3 Sick Leave Accrual & Usage

4.3.1 Definitions

"Sick leave" shall apply only to instances wherein an employee, because of sickness or injury, is unable to perform their regular duties.

4.3.2 Limitations

Sick leave with pay shall be granted to all employees as provided for below. Sick leave may be used for sickness or injury arising out of an employee's work for the City, as well as for sickness or injuries which are not work connected. Sick leave shall not be considered as a right which an employee may use at their discretion but shall be allowed only in case of necessity and actual personal sickness, disability; provided, however, that any employee who engages in any gainful business or employment while on sick leave shall be subject to dismissal. Provided further, that sick leave may not be used if the sickness or injury results from an employee's outside employment.

4.3.3 Accruals

Regular full-time employees shall accrue sick leave at the rate of eight (8) hours per month.

Regular part-time employees shall accrue sick leave in the amount proportionate to the ratio of scheduled hours of work per week to the standard work week, but in no case shall the number of sick leave hours accrued each month exceed eight (8).

4.3.4 Unused Sick Leave

Unused sick leave may be accumulated. There are no maximum accrual limits for sick leave. No payment shall be made for accumulated sick leave at the time of separation from employment. Upon retirement, unused sick leave is converted to service credit.

4.3.5 Sick Leave Incentive

Employees who use no sick leave in any fiscal quarter shall have four (4) hours credited towards vacation with a maximum accrual during any one (1) year to be sixteen (16) hours.

Any hours taken under the Emergency Paid Sick Leave Act (up to 80 hours of paid sick leave for COVID-19 related events) will not disqualify an employee from this sick leave incentive.

4.3.6 Verifications

Sick leave for consecutive periods of time exceeding three working days will be allowed only upon presentation to the employee's supervisor of a certificate from a licensed physician stating the nature of the illness and acknowledging the employee's inability to work for the period involved.

Notwithstanding the above language, an employee who has been on sick leave for less than three working days may be required to present medical verification of their sickness in the event that the supervisor demonstrates that the employee has a demonstrated pattern of possible sick leave abuse, which includes the use of numerous sick days in conjunction with days off, or establishes that the employee has used a disproportionate number of sick days in comparison to other similarly situated employees, and said illnesses/injuries do not appear to be job-related.

4.3.7 Notifications

Employees must notify their supervisor prior to the beginning of any working shift at which they will not report for work and for which they desire to use sick leave.

4.3.8 Compensation

Full pay and allowances will accrue to employees during periods of authorized sick leave.

4.3.9 Unearned Sick Leave

Employees may not "borrow" on unearned sick leave.

4.4 Personal Necessity Leave

Employees may use a maximum of [thirty-two \(32\)](#) hours of accrued sick leave per calendar year for reasons of personal necessity. For purposes of this section, personal necessity shall mean the employee requests leave from their work to attend to personal business that cannot be dispensed with off duty. Personal necessity leave is to be requested in advance and shall be reviewed and (dis)approved by the City Manager. Personal necessity leave is considered use of sick leave.

4.5 Holidays/Holiday Pay/Floating Holidays

All employees shall be entitled to the following paid holidays each year:

1. January 1st – New Year's Day
2. Third Monday in January – Martin Luther King
3. February 12th – Lincoln's Day
4. Third Monday in February – Washington's Day
5. March 31st – Cesar Chavez Day
6. Last Monday in May – Memorial Day
7. July 4th – Independence Day
8. First Monday in September – Labor Day
9. Second Monday in October – Columbus Day
10. November 11th – Veteran's Day
11. Fourth Thursday in November – Thanksgiving Day
12. Day Following Thanksgiving – Friday following Thanksgiving
13. December 25th – Christmas Day
14. Sixteen (16) hours of floating holiday.

Holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling during the week will be observed on the actual day.

4.6 Catastrophic Leave

The Catastrophic Leave Program is designed to assist employees who have exhausted paid time credits due to an employee's or their immediate family member's serious or catastrophic illness or injury. This program allows other employees to donate time to the affected employee so that he/she can remain in a paid status for a longer period of time, thus partially reducing the financial impact of the illness or injury.

4.6.1 Definitions

1. Catastrophic Illness or Injury – A medically certified illness, injury impairment, physical or mental condition of an employee or an employee's immediate family member that prevents an employee from returning to work for a period of thirty (30) calendar days or more.

The term "immediate family member" shall mean spouse or domestic partner, child, stepchild, adopted or foster child, parent or parent-in-law.

- ~~2.~~ Leave to be donated – Vacation or sick leave.

~~2.~~

4.6.2 Eligibility

1. Donors
 - a. Only regular employees are eligible to donate accrued vacation or sick leave.
 - b. Donating employees may not reduce their balance of earned vacation or sick leave below forty (40) hours by reason of such donation.
2. Recipients
 - a. Only regular employees may participate in the Catastrophic Leave program.
 - b. Certification from a physician that the illness/injury will preclude the employee from returning to work for at least thirty (30) calendar days must be submitted to the Human Resources Department with the application.
 - c. All accumulated time, sick leave, vacation time and administrative leave must have been exhausted.
 - d. A request for a leave of absence without pay for medical reasons has been submitted and approved.
 - e. Request for participation in the program shall be made on an Application for Catastrophic Leave Program form (available in Human Resources).

4.6.3 Procedures

1. Donations must be a minimum of one day at a time and submitted on the appropriate donation form.
2. Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the recipient employee.
3. Donations, once made, are irrevocable.
4. Any period of donated leave may be counted as Family and Medical Leave time.
5. Employees may not remain on catastrophic leave or receive leave donations for a continuous period exceeding six (6) calendar months.
6. Verification of catastrophic illness must be submitted by a licensed physician to Human Resources.
7. Employees are eligible for this benefit only once during their employment with the City.
8. Employees must have accumulated a minimum of one hundred and twenty (120) hours of sick leave or eighty (80) hours of vacation time before a donation can be made.

4.7 Bereavement Leave

Employees shall be entitled to three (3) working days off with pay whenever there is a death in their immediate family. For purposes of this section, the immediate family shall consist of spouse, domestic partner, children, parents, grandparents, grandchildren, brothers, sisters, step-children, step-parents, half-brothers, half-sisters, fathers-in-law and mothers-in-law.

Time off for funerals or bereavement leave must be taken within six (6) months of the death of the immediate family member. In the event an employee desires to take additional time off with pay in excess of that provided for a death in the immediate family, or in the event the employee desires to attend the actual funeral or service of active or retired City officials, employees, or other family members not covered in this section, and if the employee has unused vacation or sick leave, the employee may take such additional time off or, the time necessary to attend such funeral, and charge it against his/her unused vacation, compensatory time, and/or sick leave.

4.8 Compensation (Workers' Comp Salary Continuation) Leave

Employees are covered by Workers' Compensation benefits pursuant to the statutes of the State of California. For non-safety employees, over and above the Workers' Compensation statutory benefits, the City shall pay full salary on the first day of work loss due to an on-the-job injury/illness and will continue to provide said benefits through the employees' sixtieth (60th-) calendar day of work loss. After the sixtieth (60th-) calendar day, benefits shall be paid pursuant to the statutes of the State of California.

4.9 Leave without Pay

Employees may receive authorization for an unpaid leave of absence for up to six (6) months, with the approval of the City Manager.

5. STANDARD HOURS OF WORK & OVERTIME

The City has determined that all classifications within this unit are exempt and are therefore not eligible for overtime in accordance with Title 29, Part 541 of the Code of Federal Regulations, FLSA.

During a labor dispute, a natural or war-caused disaster, or other emergency situation, the City Council, by motion, or the City Manager may authorize overtime pay for members of this unit who are customarily not entitled thereto. The City's standard work week is forty (40) hours.

Appendix A.

A. Fiscal Year 2021/22~~18/19~~ monthly full-time salary ranges are:

Effective July 1, 2018		
Position	Minimum	Maximum
Assistant City Manager	14,384	18,356
Chief of Police	14,656	18,528
Director of Community Development	12,300	15,547
Director of Community Services	12,300	15,547
Director of Finance	12,300	15,547
Director of Human Resources	12,300	15,547
Director of Public Works	13,292	16,158
Director of Records and Council Services	10,027	12,187

Effective July 1~~14~~, 2021~~9~~		
Position	Minimum	Maximum
Deputy City Manager*	~~14,744~~ 15,113	~~18,815~~ 19,285
Chief of Police	~~15,022~~ 15,398	~~18,991~~ 19,466
Director of Community and Economic Development*	~~12,608~~ 12,923	~~15,936~~ 16,334
Director of Community Services	~~12,608~~ 12,923	~~15,936~~ 16,334
Director of Finance	~~12,608~~ 12,923	~~15,936~~ 16,334
Director of Human Resources	~~12,608~~ 12,923	~~15,936~~ 16,334
Director of Public Works	~~13,624~~ 13,965	~~16,562~~ 16,976
Director of Records and Council Services	~~10,278~~ 10,535	~~12,492~~ 12,804

~~Title change only Effective May 17, 2021~~

B. Whenever an individual is employed in a listed classification with a monthly salary listed, at less than full-time, then said employee shall receive a pro-rata equivalent of the stated monthly salary.

C. Off Salary Range One-Time-Only Payment
~~C.~~

~~—Senior Executive Team members who are City employees during the first pay period following City Council adoption of the resolution authorizing amendments to the Salary and Benefits Schedule will receive a one-time lump sum payment of \$1,000. Employees may elect to have the lump sum payment deposited into their 457b Plan deferred compensation account (subject to IRS maximum contributions limits). If the employee does not elect to deposit the lump sum payment into their deferred compensation account or if the money cannot be lawfully deposited, it will be included in the employee's paycheck for the applicable pay period. This lump sum payment is non-pensionable and will not be reported to CalPERS. Should the City~~

~~realize up to four hundred and fifty thousand dollars (\$450,000) in non-budgeted one-time general fund revenue between July 1, 2018 and June 30, 2020, the City shall pay each bargaining unit member, excluding the Chief of Police, up to two thousand dollars (\$2,000) following the receipt of the one-time funds. If amounts less than the full four hundred and fifty thousand dollars (\$450,000) are received, proportionate payments will be made to employees based upon the funds received. Proportionate payments will occur on the following quarter basis or as soon as possible.~~

D. The City shall finance a classification and compensation study to be performed by an outside professional consultant for all Senior Executive Team classifications during Fiscal Year 2021/22.

The City intends the total compensation survey to provide information to support consideration of market-based equity adjustments for individual classifications in future fiscal years. Any equity adjustments will consider both the total compensation survey results and the City's financial recovery.

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending the Salary and Benefits	)	RESOLUTION NO. 21-
Schedules for the Management Group	)	
<u>And Senior Executive Team</u>	)	

WHEREAS, historically, the City Council has aligned comprehensive compensation level adjustments of employees in the Management Group and Senior Executive Team with the City's Management/Professional/Confidential (MPC) Unit; and

WHEREAS, on September 20, 2021, the City Council adopted a resolution approving a tentative agreement with the MPC Unit to provide compensation level adjustments for the period July 1, 2021 – June 30, 2022; and

WHEREAS, the City Manager recommends amending the Salary and Benefits Schedules for the Management Group and Senior Executive Team to align with the comprehensive compensation level adjustments adopted in the MPC Unit agreement; and

WHEREAS, the City's Municipal Code calls for the City Council to determine and set salary and benefit levels for City employees.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby approves the attached amendments to the Management Group and Senior Executive Team Salary and Benefits Schedules.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 1st day of November 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, 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 Approving the Terms and Conditions of Employment for Employees in the Pittsburg Police Officers' Association for the Period July 1, 2021–June 30, 2022

MEETING DATE: November 1, 2021

EXECUTIVE SUMMARY

The Memorandum of Understanding between the City of Pittsburg and the Pittsburg Police Officers' Association (POA) expired on June 30, 2021. The City and POA representatives started negotiation sessions in March 2021 to develop a successor Memorandum of Understanding (MOU) and have reached a tentative agreement on the terms and conditions of employment for fiscal year 2021-2022 that provides for a one-year contract term, two-point five percent (2.5%) cost of living adjustment (COLA), one-thousand-dollar (\$1,000.00) lump sum payment, and specific revisions to certain articles of the MOU to be amended. Should Council approve these terms, staff will prepare a successor MOU that incorporates the agreed upon changes.

FISCAL IMPACT

The total net cost of the compensation package is \$422,119 over the one-year contract.

The additional costs for FY 2021-2022 will come from the existing approved budget and funding will be incorporated into the City's future annual budgets.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the October 2021 tentative agreement, authorizing the City Manager to prepare and execute a successor MOU between the City of Pittsburg and the Pittsburg POA for the period of July 1, 2021 – June 30, 2022.

BACKGROUND

In the midst of the COVID-19 pandemic and subsequent economic impacts, the City's fiscal uncertainty has severely limited its ability to achieve long-term agreements on compensation matters with its employee bargaining units.

POA unit members are deeply committed to providing a level of excellence in public service and responding effectively and efficiently to the needs of this community. While the City's ability to effectively recruit and retain qualified employees is related to the quality of the total compensation package offered, the City and POA also recognize that recent unprecedented financial challenges and long-term fiscal uncertainty call for a one-year term agreement.

The City and POA representatives started meeting in March 2021 to negotiate a successor MOU. During the parties' negotiation sessions, a number of tentative agreements were reached for a one-year contract with a 2.5% COLA, \$1,000 lump sum payment, and amendments to language of the MOU.

The POA membership ratified the parameters of the tentative agreement package on October 14, 2021. For additional details and changes to terms and conditions of employment, please refer to the Staff Analysis section of this report and Exhibit A – Tentative Agreements between the City of Pittsburgh and the POA bargaining unit.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

In accordance with the Meyers-Milias-Brown Act, the City Council is asked to approve the terms and conditions of employment for employees in the POA union for the period July 1, 2021 through June 30, 2022.

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

- 1) Term (Section 2)
- 2) Salaries (Section 5)
- 3) Incentives and Differentials (Section 7.11)
- 4) Vacation Buyback (Section 8.6)
- 5) Holidays (Sections 10.3 & 10.4)
- 6) Disciplinary Action (Section 15)
- 7) Compensatory Time Off (CTO) (Section 17.4)

For additional details of the changes agreed upon, please refer to Exhibit A – Comprehensive Tentative Agreement between the City of Pittsburgh and POA.

ATTACHMENTS: Exhibit A – Comprehensive Tentative Agreement between the City of Pittsburgh and POA
Exhibit B – Resolution

Report Prepared By: Stacy Shell, Director of Human Resources

Comprehensive Tentative Agreement
2021-22 MOU

The following represents the Parties' Total Tentative Agreement on all issues. Any matter not specifically addressed herein is proposed to remain status quo.

1. Term (Section 2)

Amend Section 2 as follows:

This Memorandum of Understanding shall commence on July 1, 2021, July 1, 2020, and shall remain in full force and effect to and including June 30, 2022, June 30, 2021. Unless mutually agreed to otherwise, negotiations for a successor Memorandum of Understanding shall begin no later than thirty (30) days following the delivery of written notice to the other party of its desire to negotiate a successor Memorandum of Understanding.

[Delete Section 2.1 (expired).]

2. Salaries (Section 5)

Amend Section 5.1 as follows:

5.1 Salary Schedule

Effective the first full pay period following July 1, 2021, salary ranges for represented classifications shall be increased by 2.5%. Salary ranges for represented classifications shall be as set forth in Appendix A, which is attached hereto and made a part hereof.

Classification and Compensation Study

The parties agree to meet with the City's retained survey consultant to review the consultant's recommended survey matches for a revised Total Compensation Survey to be completed by January 31, 2022. Meetings shall occur no later than October 2021.

One-Time Bonus

Year 1 Payment – Bargaining unit members who are City employees during the first pay period following City Council adoption of the resolution authorizing amendments to the MOU will receive a one-time lump sum payment of \$1,000. Employees may elect to have the lump sum payment deposited into the employee's Deferred Compensation Account (subject to IRS maximum contribution limits). If the employee does not elect to deposit the Lump Sum Payment into their Deferred Compensation Account or if the money cannot be lawfully deposited, it will be included in the employee's paycheck for the applicable pay period. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS.

[No Change to Remainder of Section]

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Comprehensive Tentative Agreement
2021-22 MOU

3. Vacation Buyback (Section 8.6)

[See Attached]

4. Holidays (Section 10.3 & 10.4)

Amend Sections 10.3 & 10.4 as follows:

10.3 Primary Holiday-in-Lieu Pay

With the exception of the floating holidays, regular full-time employees who are normally required to work without regard to recognized holidays will receive five percent (5%) of their base monthly salary in lieu of receiving any of the identified holidays off. If the holiday falls on the employee's scheduled day of work, then the employee is to work (unless the employee has an approved leave from work). If the holiday falls on the employee's unscheduled day of work, then the employee shall not be docked and will receive the salary differential.

Effective the first full pay period following July 1, 2021, Primary Holiday-in-Lieu pay will be increased from 5.0% to 5.5%.

10.4 Alternate Holiday-in-Lieu Pay

The City Manager and/or Police Chief may designate certain employees to receive the holidays defined above and not to receive the primary holiday-in-lieu pay. Such designated employees shall receive five percent (5%) of base pay for alternate holiday-in-lieu pay and are required to report to work on a holiday without additional compensation for the same number of hours the employee would have otherwise worked when called upon by a supervisor to report to work.

Effective the first full pay period following July 1, 2021, Alternate Holiday-in-Lieu pay will be increased from 5.0% to 5.5%.

[No Change to Remainder of Section]

5. CTO (Section 17.4)

Number existing language as Section 17.4(a) and add the following subsection (b):

(b) If the IRS or a court of competent jurisdiction provides guidance concerning recognition of constructive receipt based on the earning of CTO, this MOU will reopen on the issue of CTO and the parties will meet and confer over elimination of constructive receipt. The parties understand that, if the IRS determines there is additional tax liability, that liability will be the responsibility of the individual taxpayers (employees).

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Comprehensive Tentative Agreement
2021-22 MOU

Incorporate Existing Tentative Agreements

- Sec. 7.11 MAIT
- Sec. 15.1 Disciplinary Action [Note: TA shows wrong section #]

All MOU provisions not referenced herein remain status quo.

FOR POA

Timothy R Talbot

Date 10-12-2021

FOR THE CITY OF PITTSBURG

CLD

Date October 12, 2021

TENTATIVE AGREEMENTSECTION 8 – VACATION

8.6 Vacation Buyback

- (a) Employees may receive vacation pay in lieu of paid time off, subject to the following limitations. Buyback shall only be made at the request of the employee and upon the approval of the City Manager. Approvals will be granted if it is determined that "buyback" will result in increased cost-effectiveness and efficiency to the City as determined by the City Manager. ~~Employees are only eligible for one such approval in a twelve (12) month period and only one (1) buyback per fiscal year.~~

~~Each vacation buyback shall be limited to~~ Employees may elect to sell back a maximum of eighty (80) hours of vacation per calendar year, ~~and will be at the employee's regular rate of pay.~~ Employees desiring to sell back vacation must file an irrevocable election identifying the number of Vacation Leave hours they will sell back in November (November 1-21) of the tax year preceding the sell back. The election will apply only to Vacation Leave hours accrued in the following tax year and available at the time of cash out. Employees may elect that the pay-out occur in either the last full pay period in September or the first full pay period in December. Employees who do not pre-designate a sell back amount by the annual deadline will be deemed to have waived the right to sell back any Vacation Leave in the following tax year and will not be eligible to sell back Vacation Leave in that year. Vacation hours bought back shall be paid at the employee's normal hourly rate of pay at the time of the buyback, excluding any enhancements such as out of class pay. The City Manager may authorize buyback in excess of the eighty (80) hour limit in urgent and/or emergency situations.

Effective July 1, 2014 the total City-wide allocation for the buyback program will be one hundred and sixty thousand dollars (\$160,000) per fiscal year. The City shall establish an annual window period for the receipt of vacation buyback requests (November 1 - 21). At the conclusion of the window period, the City will tabulate the total dollar value of the buyback requests. If the total dollar value is less than or equal to one hundred and sixty thousand dollars (\$160,000.00) employee will receive, upon the City Manager's approval, payment as noted above. If the total dollar value of the requests exceeds one hundred and sixty thousand dollars (\$160,000.00), request hours will be pro-rated and employees paid accordingly. ~~(Payment shall be made with the first paycheck of December.)~~ Should this occur, employee will be credited with vacation hours in excess of those hours determined eligible for the buyback program.

Effective July 1, 2007 the City shall establish a separate twenty thousand dollars (\$20,000) per fiscal year vacation buyback program for all police safety members

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TENTATIVE AGREEMENT

(including those not represented by the Association). The purpose of this separate account is for those safety members whose qualifying requested vacation buyback was not paid through the City-wide allocation. The City-wide program and the separate police safety members program shall have the same annual window period.

To the extent permitted by law, and so long as there is no negative impact on the Plan's qualified status, individual employees may elect to have payouts of Vacation leave deposited directly into the City's Deferred Compensation Plan. If the employee does not so elect or if the funds cannot lawfully be deposited into the employee's Deferred Compensation account (e.g., if they would exceed the maximum contribution), the payout will be included in the employee's paycheck for the applicable pay period.

If a POA represented employee's requested and recommended vacation buyback is denied and such denial results in the employee's vacation bank being over his/her accrual cap, then the City shall transfer such hours into the employee's vacation reserve bank. If such transfer results in the employee's vacation bank being at or below the vacation accrual cap then the employee will continue to accrue vacation.

If a POA represented employee's scheduled vacation is cancelled by the City after the vacation buyback program's annual window period and such cancellation results in the employee's vacation bank being over his/her accrual cap, then the City shall transfer such hours into the employee's vacation reserve bank. If such transfer results in the employee's vacation bank being at or below the vacation accrual cap then the employee will continue to accrue vacation.

- (b) The prior-year pre-election requirement set forth in subdivision (a) will be effective for vacation payouts occurring in Calendar Year 2022 and later. For 2021 only, employees will be permitted to file two elections: (1) the first for payout of vacation in December of 2021 and (2) the second for payout of vacation in Calendar Year 2022.

FOR POA


Date 10-12-2021

FOR THE CITY OF PITTSBURG


Date October 12, 2021

TENTATIVE AGREEMENT

SECTION 7. INCENTIVES AND DIFFERENTIALS

- 7.11 Police Officers and Police Sergeants assigned to the Traffic Division who are routinely and consistently assigned to investigate major traffic accidents as part of the traffic division shall receive an additional three percent (3%) of their base monthly salary. This provision does not apply to Police Officers or Police Sergeants who receive Motor Duty Pay.

FOR POA

Timothy K. Tallet

Date 5-14-2021

FOR THE CITY OF PITTSBURG

Ch. D. L.

Date May 14, 2021

TENTATIVE AGREEMENT

SECTION 14 – DISCIPLINARY ACTION

14.1 Disciplinary Action

Note: Section Numbering to be corrected to Section 15.

Supervisors shall be vested with the powers to discipline employees of the department or work unit, and for cause, may discipline up to a written reprimand. In emergency situations supervisors may relieve employees of their duties, pending further action by a department head.

Department heads shall be vested with the powers to discipline employees of the department or work unit, and for cause, may discipline up to dismissal from employment.

The City Manager shall be vested with the powers to discipline employees, and for cause, may discipline up to dismissal from employment.

Any proposed disciplinary action greater than a written reprimand requires prior consultation with the Human Resources Director.

The employee shall have the right to request a representative of the employee's choice who may be present when the employee is called into a meeting that he/she reasonably believes could result in disciplinary action, or where the purpose of the meeting is to propose or impose discipline, or where the purpose of the meeting is to appeal disciplinary action as provided within this section.

Any person disciplined shall be immediately notified in writing of such charges or actions, by personal service, via e-mail at the address on file with the City, or U.S. Postal Service mail (or equivalent) ~~(with at least mail delivery confirmation) or delivery in person.~~ Any person aggrieved by such action may utilize the Disciplinary Action Appeal Procedure as hereinafter set forth, as a means of appeal from such by the City.

Any time limit described in the appeal procedures may be extended only by mutual agreement in writing. Failure by the employee or the employee's representative to initiate or appeal within the prescribed time limits shall waive the right of the employee and the employee's representative from appealing the discipline. In the case of an appeal, the City's last answer shall be final and conclusive. The failure of the City to respond to an appeal within the prescribed time limits shall be cause for the employee to automatically appeal the discipline to the next step.

The exercise of the Disciplinary Action procedure shall be in conformance with the Public Safety Officers Procedural Bill of Rights.

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TENTATIVE AGREEMENT

14.2 Disciplinary Action Appeal Procedure for Written Reprimands

For all employees, written reprimands may be appealed to the City Manager within seven (7) days of receipt of disciplinary action. The City Manager or designee (other than the supervisor and/or department head involved) shall review the circumstances and render a written decision within fourteen (14) days upon receipt of the disciplinary action appeal. The decision of the City Manager or designee shall be final and conclusive.

In the event the City Manager issued the written reprimand, then opportunity to utilize the "City Manager Appeal" shall still apply.

14.3 Disciplinary Action Appeal Procedure for Non-Written Reprimands

No disciplinary action against an employee, excluding probationary and other at will employees, shall be imposed unless such action is recommended by the City in a Notice of Proposed Disciplinary Action delivered to the employee either personally, via e-mail at the address on file with the City, or by U.S. Postal Service mail (or equivalent) ~~(with at least mail delivery confirmation)~~ and shall contain the following:

[. . .]

FOR POA

Timothy K Talbot

Date

5/14/2021

FOR THE CITY OF PITTSBURG

Chad S.

Date

May 14, 2021

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving the Terms and)
Conditions of Employment for Employees)
in the Pittsburg Police Officers' Association)
For the period of July 1, 2021 through)
June 30, 2022)

RESOLUTION NO. 21-

WHEREAS, the Memorandums of Understanding between the City of Pittsburg and the Pittsburg Police Officers' Association expired on June 30, 2021; and

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

WHEREAS, the membership of the POA ratified the attached agreement on October 14, 2021; and

WHEREAS, the City Manager and City staff recommend the terms and conditions of the agreement to be approved by the City Council; and

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

NOW, THEREFORE BE IT RESOLVED that the City Council hereby approves the attached terms and conditions and directs staff to prepare a Memorandum of Understanding setting forth the terms and conditions.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 1st day of November 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, 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 Ordinances Amending Title 18 of the Pittsburg Municipal Code Related to Large Family Daycares, Vehicle Parking Requirements, and Other Miscellaneous Text Amendments

MEETING DATE: November 1, 2021

EXECUTIVE SUMMARY

On October 4, 2021, the City Council held a public hearing on amendments to City of Pittsburg Municipal Code (PMC) Title 18, the "Zoning Code," related to large family daycares, vehicle parking requirements, and other miscellaneous text amendments intended to clarify minor inconsistencies and ensure compliance with recent amendments and additions to State Law. After closing the public hearing, the Council voted 5-0 to introduce and waive further reading of Ordinance Nos. 21-1496 (Amending Title 18 of the Pittsburg Municipal Code Related to Large Family Daycares), 21-1497 (Amending Title 18 of the Pittsburg Municipal Code Related to Off-Street Parking Requirements), and 21-1498 (Amending Title 18 of the Pittsburg Municipal Code Related to Miscellaneous Text Amendments). The ordinances are now ready for City Council adoption.

FISCAL IMPACT

None from this action.

RECOMMENDATION

City Council take the following actions:

1. City Council move to adopt Ordinance No. 21-1496, approving amendments to Title 18 of the PMC related to large family daycares;
2. City Council move to adopt Ordinance No. 21-1497, approving amendments to Title 18 of the PMC related to off-street parking requirements; and

3. City Council move to adopt Ordinance No. 21-1498, approving amendments to Title 18 of the PMC related zoning definitions, screening requirements, and other miscellaneous items.

BACKGROUND

As stated above, on October 4, 2021, the City Council held a public hearing, and introduced and waived further reading of Ordinance Nos. 21-1496 (Amending Title 18 of the Pittsburgh Municipal Code Related to Large Family Daycares), 21-1497 (Amending Title 18 of the Pittsburgh Municipal Code Related to Off-Street Parking Requirements), and 21-1498 (Amending Title 18 of the Pittsburgh Municipal Code Related to Miscellaneous Text Amendments), with no further changes.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

After introducing an ordinance, the City Council must approve the action by adopting the ordinance by a majority vote at a subsequent meeting. The ordinance becomes effective 30 days after the date of its adoption.

ATTACHMENTS:

1. Ordinance No. 21-1496 (Large Family Daycares)
2. Ordinance No. 21-1497 (Parking Reduction)
3. Ordinance No. 21-1498 (Miscellaneous Text Amendments)

Report prepared by: Celina Palmer, Assistant Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Amending Title 18 of the)
Pittsburg Municipal Code Related to)
Large Family Daycares)

ORDINANCE NO. 21-1496

WHEREAS, pursuant to the City's police power under Article XI Section 7 of the California Constitution, the City Council of the City of Pittsburg has the authority to enact and enforce ordinances and regulations for the public peace, morals, and welfare of the City and its residents; and

WHEREAS, effective January 1, 2020, the state legislature adopted Senate Bill (SB) 234 to support establishment of large family daycares by prohibiting cities and counties from requiring that large family childcare providers obtain a zoning permit and business license; and

WHEREAS, on October 27, 2020, in accordance with Pittsburg Municipal Code (PMC) 18.10.020(b), the Planning Commission authorized staff to initiate a study to review a variety of potential amendments to Title 18 of the PMC in order to clarify minor inconsistencies while also ensuring compliance with recently amended State Law; and

WHEREAS, PMC section 18.16.020 identifies the Planning Commission as the advisory body to the City Council on proposed changes to zoning text amendments; and

WHEREAS, on June 8, 2021, the Planning Commission held a duly noticed public hearing to consider various amendments to PMC Title 18, and voted 6-1 to adopt Resolution No. 10164, recommending City Council approval of the proposed amendments; and

WHEREAS, in order to adopt a zoning text amendment, and in accordance with PMC sections 18.16.020 and 18.48.030, the City Council must find that:

1. the amendments are consistent with the objectives, policies, general land uses and programs in the General Plan;
2. the land use regulation is compatible with uses and regulations of the land use district for which it is proposed;
3. there is a community need for the change proposed; and
4. the change will be in conformity with the public convenience, general welfare, and good zoning practice; and

WHEREAS, on or prior to September 24, 2021, notice of the October 4, 2021, public hearing to consider this item was posted at City Hall and on the 'public notices' page of the City's website; was delivered to the Pittsburg Library; was published in the local newspaper (East Contra Costa County Times) as a 1/8 page advertisement; and was mailed via first class mail or electronic mail to interested parties and individuals and organizations that requested such notice, in accordance with PMC sections 18.14.010, and

Government Code section 65090 and 65091; and

WHEREAS, on October 4, 2021, the City Council held a duly noticed public hearing and voted to introduce and waive further reading of an ordinance amending PMC Title 18 related to large family daycares.

NOW, THEREFORE, the City Council of the City of Pittsburg does ORDAIN as follows:

SECTION 1. Findings.

- A. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.
- B. Based on the City Council staff report entitled, "Introduction and Waive First Reading of an Ordinance to Amend Title 18 of the Pittsburg Municipal Code Related to Miscellaneous Zoning Code Updates," dated October 4, 2021, 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 exempt from the requirements of the California Environmental Quality Act under the general rule of applicability of the state CEQA Guidelines, section 15061, in that there is no possibility that the activity in question would have a significant negative physical impact on the environment. The amendments proposed are procedural in nature and would ensure compliance with state law.
 - 3. The proposed amendments are consistent with the current General Plan Land Use goals, specifically goals 2-G-6, which calls for use of infill land and underutilized sites, whereby allowing large family daycares on existing single family residential sites would increase their utilization potential; 3-G-1, which call for balance development of housing options and job opportunities, in which providing the opportunity to approve more large family day cares would increase the number of jobs available in the area and support working parents/guardians; 6-G-2, which calls for retention and attraction of businesses that meet the City's economic development objectives; and 6-P-8, which calls for encouraging supporting home-based businesses in Pittsburg.
 - 4. The proposed amendments are compatible with uses and regulations of the land use district for which they are proposed, in that the proposed text amendments will modify the requirements for large family daycares in residential districts and family childcare homes are treated as residential use of property and a use by right as the law SB 234 calls for. The proposed text

amendments will not permit any large day care uses in any zoning district in which similar uses are not currently allowed or alter any development standards which would substantially alter the character of the zone districts in which these uses are permitted.

5. There is a community need for the proposed amendments, in that permitting large family day cares in all residential areas can provide a necessary service to working parents in the City, through increased availability and greater access to childcare, and provides additional business opportunities for residents.
 6. The proposed amendments will be in conformity with the public convenience, general welfare, and good zoning practice, in that the proposed amendments will further implement policies of the General Plan, eliminate existing inconsistencies in the municipal code, and help ensure consistency with state law; and will facilitate the availability of good, cost-effective childcare in a home environment in the neighborhood. Further, no development standards will be altered as to change the character of the zone districts in which these uses are permitted.
- C. The Staff Report entitled, "Introduction and Waive First Reading of an Ordinance to Amend Title 18 of the Pittsburgh Municipal Code Related to Miscellaneous Zoning Code Updates," dated October 4, 2021, is referenced hereto as additional support for findings.

SECTION 2. The schedule in Section 18.50.010, "RR, RS-40, RS-10, RS-6, RS-5, RS-4, RM, RMD, RH and RHD districts – Land use regulations" of the PMC is amended to read as follows (new language shown in bold italic, deleted language shown in strikethrough):

RR, RS-40, RS-10, RS-6, RS-5, RS-4, RM, RMD, RH AND RHD DISTRICTS – LAND USE REGULATIONS.

P = Permitted
 U = Use Permit
 T = Temporary Activity Permit
 L = Limited (See Additional Use Regulations)
 Z = Zoning Administrator Approval
 – = Not Permitted

	RR	RS-40	RS-10	RS-6	RS-5	RS-4	RM	RMD	RH	RHD
Day Care Home										
Large	~~L~~ 163 P	~~L~~ 163 P	~~L~~ 163 P	~~L~~ 163 P	~~L~~ 163 P	~~L~~ 163 P	~~L~~ 163 P	~~L~~ 163 P	~~L~~ 163 P	~~L~~ 163 P

~~L~~-163

~~Permitted; provided, that (1) outdoor activities shall not occur before 8:00 a.m. on weekdays and 9:00 a.m. on weekends, and shall not occur after 9:00 p.m. any day of the week; (2) a minimum of one paved off-street drop-off/pick-up parking space is provided on site (note, this is in addition to any required parking for the residential unit); (3) the off-street parking space is reserved exclusively for child loading and drop-off during all hours of operation, and parents shall be provided notice about the availability of the designated drop-off/pick-up location; and (4) the use is separated from other large family day care homes by a minimum of 300 feet in all directions, as measured from property line to property line. Zoning administrator approval required for any use that does not meet all of these requirements. Zoning administrator approval process (when required) shall adhere to the requirements of state law, including the California Child Day Care Facilities Act (California Health and Safety Code Section 1597.46(a)(3)), as amended from time to time.~~

SECTION 3. Effective Date. This Ordinance shall be in full force and effective thirty (30) days after its adoption.

SECTION 4. Severability. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 5. Publication. The ordinance shall be posted and published in accordance with the California Government Code.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on October 4, 2021, and was adopted and ordered published at a meeting of the City Council held on November 1, 2021 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Amending Title 18 of the)
Pittsburg Municipal Code Related to)
Off-Street Parking Requirements)

ORDINANCE NO. 21-1497

WHEREAS, pursuant to the City's police power under Article XI Section 7 of the California Constitution, the City Council of the City of Pittsburg has the authority to enact and enforce ordinances and regulations for the public peace, morals, and welfare of the City and its residents; and

WHEREAS, on October 27, 2020, in accordance with Pittsburg Municipal Code (PMC) section 18.10.020(b), the Planning Commission authorized staff to initiate a study to review a variety of potential amendments to Title 18 of the PMC in order to clarify minor inconsistencies while also ensuring compliance with recently amended State Law; and

WHEREAS, PMC section 18.16.020 identifies the Planning Commission as the advisory body to the City Council on proposed changes to zoning text amendments; and

WHEREAS, on June 8, 2021, the Planning Commission held a duly noticed public hearing to consider various amendments to PMC Title 18, and voted 6-1 to adopt Resolution No. 10164, recommending City Council approval of the proposed amendments; and

WHEREAS, in order to adopt a zoning text amendment, and in accordance with PMC sections 18.16.020 and 18.48.030, the City Council must find that:

1. the amendments are consistent with the objectives, policies, general land uses and programs in the General Plan;
2. the land use regulation is compatible with uses and regulations of the land use district for which it is proposed;
3. there is a community need for the change proposed; and
4. the change will be in conformity with the public convenience, general welfare, and good zoning practice; and

WHEREAS, on or prior to September 24, 2021, notice of the October 4, 2021, public hearing to consider this item was posted at City Hall and on the 'public notices' page of the City's website; was delivered to the Pittsburg Library; was published in the local newspaper (East Contra Costa County Times) as a 1/8 page advertisement; and was mailed via first class mail or electronic mail to interested parties and individuals and organizations that requested such notice, in accordance with PMC sections 18.14.010, and Government Code section 65090 and 65091; and

WHEREAS, on October 4, 2021, the City Council held a duly noticed public hearing and voted to introduce and waive further reading of an ordinance amending PMC Title 18 related to off-street parking requirements.

NOW, THEREFORE, the City Council of the City of Pittsburg does ORDAIN as follows:

SECTION 1. Findings.

- A. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.
- B. Based on the City Council staff report entitled, "Introduction and Waive First Reading of an Ordinance to Amend Title 18 of the Pittsburg Municipal Code Related to Miscellaneous Zoning Code Updates," dated October 4, 2021, 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 exempt from the requirements of the California Environmental Quality Act under the general rule of applicability of the state CEQA Guidelines, section 15061, in that the amendments proposed are procedural in nature and would not materially change the type of uses permitted within any areas of the City, but rather establish a commercial parking exception process for new uses that can demonstrate a reduced parking demand (through a professional parking demand study). Further, specific requests for parking reductions would be subject to approval of a use permit, at which time impacts resulting from the parking reduction would be further reviewed once more details are made available.
 - 3. The proposed amendments are consistent with the current General Plan Land Use goals, specifically goals 6-G-4, which calls for maintaining and enhancing an attractive climate for conducting business in Pittsburg; 6-P-6, which calls for maintaining efficient licensing and development permitting procedures and regulations; 7-P-4, which calls for requiring that all traffic studies be conducted by professional transportation consultants selected by the Planning and Building and Engineering Departments, with the City acting as the lead agency.
 - 4. The proposed amendments are compatible with uses and regulations of the land use district for which they are proposed, in that the proposed text amendments will not permit any specific type of uses in any zoning district in which similar uses are not currently allowed or alter any development standards which would substantially alter the character of the zone districts in which these uses are permitted.

5. There is a community need for the proposed amendments, in that the proposed text amendment could potentially encourage the establishment businesses in the City, which may otherwise be denied due to an inability to provide the required number of off-street parking spaces where special circumstances may apply.
 6. The proposed amendments will be in conformity with the public convenience, general welfare, and good zoning practice, in that the proposed text amendment could potentially encourage the establishment businesses in the City, providing the City with increased tax revenues, which may be used to fund services that support the general welfare of the public, such as police services and parks.
- C. The Staff Report entitled, "Introduction and Waive First Reading of an Ordinance to Amend Title 18 of the Pittsburgh Municipal Code Related to Miscellaneous Zoning Code Updates," dated October 4, 2021, is referenced hereto as additional support for findings.

SECTION 2. Section 18.78.040, "Off-street parking and loading spaces required by type of use" of the PMC is amended to include the following section (new language shown in bold italic, deleted language shown in strikethrough):

H. Subject to approval of a use permit, the net number of parking spaces required in Schedule A of this section may be reduced by up to 25 percent. A use permit for a parking reduction under this section may be granted only after a determination that:

- 1. The applicable findings required for approval of a use permit under section 18.16.040 can be made;***
- 2. As demonstrated by a parking study, due to special circumstances, such as the nature of the use, proximity to transit, transportation characteristics of the use, or implementation of a transportation demand management program, there will be a reduced demand and/or need for parking at the site; and***
- 3. The applicant has demonstrated that the project could provide additional parking in the future if the parking demand increases.***

SECTION 3. Section Titles and Numbering. All titles and numbering shall be updated as necessary to reflect the proposed additions or deletions.

SECTION 4. Effective Date. This Ordinance shall be in full force and effective thirty (30) days after its adoption.

SECTION 5. Severability. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 6. Publication. The ordinance shall be posted and published in accordance with the California Government Code.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on October 4, 2021, and was adopted and ordered published at a meeting of the City Council held on November 1, 2021 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Amending Title 18 of the)
Pittsburg Municipal Code Related to)
Miscellaneous Text Amendments)

ORDINANCE NO. 21-1498

WHEREAS, pursuant to the City's police power under Article XI Section 7 of the California Constitution, the City Council of the City of Pittsburg has the authority to enact and enforce ordinances and regulations for the public peace, morals, and welfare of the City and its residents; and

WHEREAS, on October 27, 2020, in accordance with Pittsburg Municipal Code (PMC) section 18.10.020(b), the Planning Commission authorized staff to initiate a study to review a variety of potential amendments to Title 18 of the PMC in order to clarify minor inconsistencies while also ensuring compliance with recently amended State Law; and

WHEREAS, PMC section 18.16.020 identifies the Planning Commission as the advisory body to the City Council on proposed changes to zoning text amendments; and

WHEREAS, on June 8, 2021, the Planning Commission held a duly noticed public hearing to consider various amendments to PMC Title 18, and voted 6-1 to adopt Resolution No. 10164, recommending City Council approval of the proposed amendments; and

WHEREAS, in order to adopt a zoning text amendment, and in accordance with PMC sections 18.16.020 and 18.48.030, the City Council must find that:

1. the amendments are consistent with the objectives, policies, general land uses and programs in the General Plan;
2. the land use regulation is compatible with uses and regulations of the land use district for which it is proposed;
3. there is a community need for the change proposed; and
4. the change will be in conformity with the public convenience, general welfare, and good zoning practice; and

WHEREAS, on or prior to September 24, 2021, notice of the October 4, 2021, public hearing to consider this item was posted at City Hall and on the 'public notices' page of the City's website; was delivered to the Pittsburg Library; was published in the local newspaper (East Contra Costa County Times) as a 1/8 page advertisement; and was mailed via first class mail or electronic mail to interested parties and individuals and organizations that requested such notice, in accordance with PMC sections 18.14.010, and Government Code section 65090 and 65091; and

WHEREAS, on October 4, 2021, the City Council held a duly noticed public hearing and voted to introduce and waive further reading of an ordinance amending PMC Title 18 for miscellaneous text amendments.

NOW, THEREFORE, the City Council of the City of Pittsburg does ORDAIN as follows (new language shown in bold italic, deleted language shown in strikethrough):

SECTION 1. Findings.

- A. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.
- B. Based on the City Council staff report entitled, "Introduction and Waive First Reading of an Ordinance to Amend Title 18 of the Pittsburg Municipal Code Related to Miscellaneous Zoning Code Updates," dated October 4, 2021, 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 exempt from the requirements of the California Environmental Quality Act under the general rule of applicability of the state CEQA Guidelines, section 15061, in that there is no possibility that the activity in question would have a significant negative physical impact on the environment. The proposed revisions to the zoning code do not include any mapping changes that would allow new uses in areas not previously permitted, and the text changes/clarifications proposed would not result in any direct significant negative physical impacts on the environment.
 - 3. The proposed amendments are consistent with the current General Plan Land Use goals - most specifically, Land Use Element Policy 2-P-20, requiring undergrounding of utility service/transformer boxes - and would help ensure consistency with state law. The proposed amendments comply with state law and are expected to result in more clarity for the public and a decrease in Code Enforcement complaints received.
 - 4. The proposed text amendments will take effect City-wide. Amendments related to food pantries, specialty food markets, mobile vendors, and temporary commercial entertainment uses will not conflict with any base district land use or development regulations. Additional regulations regarding home occupations, off-street parking, storage of vehicles and vessels, and mechanical and utility equipment provide clarification and will not conflict with any base district land use or development regulations.
 - 5. There is a community need for the proposed amendments, in that the changes proposed will eliminate existing inconsistencies within the code and

with state law and codify existing staff use determinations, and in general adhere to good planning practices. Further, the amendments proposed will enable the Planning Division to provide more efficient and consistent information and/or guidance to the general public related to specific land uses and code enforcement.

6. The proposed amendments will be in conformity with the public convenience, general welfare, and good zoning practice, in that the proposed amendments will further implement policies of the General Plan, eliminate existing inconsistencies in the municipal code, and help ensure consistency with state law. Further, the proposed amendments to the PMC comply with state law and are expected to result in more clarity for the public and a decrease in Code Enforcement complaints received.
- C. The Staff Report entitled, "Introduction and Waive First Reading of an Ordinance to Amend Title 18 of the Pittsburgh Municipal Code Related to Miscellaneous Zoning Code Updates," dated October 4, 2021, is referenced hereto as additional support for findings.

SECTION 2. Chapter 18.06, Article II, "Definitions" of the PMC is amended to include the following section:

18.06.328 Food Pantry.

"Food Pantry" means a use where free food and beverage items, excluding alcohol, are distributed to the public at any frequency more than 3 times per year, with no onsite consumption.

SECTION 3. Section 18.08.080(12)(c), "Specialty Food Market" of the PMC is amended to read as follows:

c. Specialty Food Market. Establishment engaged in the sale of limited food items or product lines. This classification includes **food pantry**, butcher shop, dry coffee or tea store, and meat or produce market.

SECTION 4. Section 18.08.160(G), "Temporary use classifications" of the PMC is amended to read as follows:

G. Mobile Food Vendor. Sale of food or beverage items from a truck, push cart, wagon or similar vehicle that is self-contained for potable water, wastewater and power, but that is not on a permanent foundation. This classification includes only those vendors whose vehicles have obtained all appropriate permits from the county health department ~~and that remain on a site for no more than 30 minutes in a 24-hour period.~~ This classification excludes those vendors that impede vehicular or pedestrian circulation and excludes food sales occurring on public streets ~~as governed by Chapter 10.16 PMC.~~

SECTION 5. Section 18.50.405, "Standards for home occupation permit" of the PMC is

amended to read as follows:

A home occupation permit may be issued only if the use meets all of the following conditions:

- A. The home occupation is not incompatible in any way with the residential character of the neighborhood;
- B. There is no external evidence of its operation;
- C. The use conforms to all of the following conditions:
 - 1. Only a resident of the dwelling unit may be engaged or employed in the home occupation;
 - 2. The primary function of the home occupation will not necessitate providing services to customers or clients within or on the site of the dwelling unit. An exception to this condition is the provision of an educational service and the supply of goods or materials to be used in conjunction with the educational service if the educational service does not create a neighborhood nuisance by the generation of noise or pedestrian or vehicular traffic beyond that normal for the area in which the use is located;
 - 3. No goods, samples, materials or objects in connection with the operation of the home occupation may be stored or displayed on the site of the dwelling unit. This condition is not intended to prohibit the temporary interior storage of materials used in the operation of the home occupation; provided, that the storage complies with subsection (C)(5) of this section and does not create a health or safety problem or neighborhood nuisance;
 - 4. No goods, products, or items may be maintained and sold from the dwelling as an activity of the home occupation, except as provided by subsection (C)(2) of this section. This does not include an activity regulated under the temporary use section of this title;
 - 5. Not more than 20 percent of the total floor area of the dwelling or 10 percent of the site may be used in conjunction with the home occupation;
 - 6. No sign, nameplate, or any other form of advertising used in connection with the home occupation may be displayed on the site;
 - 7. No structure, addition, alteration or remodeling of the dwelling is permitted in connection with the home occupation;
 - 8. Access to that portion of the dwelling used for the home occupation may only be through the main entrance to the dwelling unit;
 - 9. ~~One commercial motor vehicle, not exceeding a gross vehicle weight of 15,000 pounds, together with equipment, tools, and stock-in-trade may be maintained on site, provided such vehicle is used as the applicant's means of transportation and such tools and equipment are not used for the performance of services on the site and stock-in-trade is not sold from the site;~~ **No vehicle or vessel prohibited by Chapter 18.78.070 PMC shall be maintained on site, unless it meets one or more of the exceptions set forth in section 18.78.070.B PMC;**

10. No noise, dust, smoke, odor, nor electrical interference may be emitted in conjunction with the home occupation and the use must comply with the performance standards prescribed by Chapter 18.82 PMC.

Notwithstanding the requirements and conditions set forth in subsection (C), The planning staff may refuse ***deny*** a home occupation permit ***request*** ~~even though the use may technically qualify with all these conditions if it finds~~ ***upon a finding*** that there is the possibility that the use may disrupt the residential neighborhood or that it is not in keeping with the intent and purpose of a home occupation.

SECTION 6. Section 18.50.415, “Uses not permitted as home occupations” of the PMC is amended to read as follows:

The following occupations or activities and every similar use when conducted on a commercial basis and performed on the site of the applicant’s dwelling may not be considered a home occupation and therefore not permitted in an R district.

- A. The repair, manufacture, processing, or alteration of goods, materials, objects, or equipment. However, dressmaking, tailoring and the manufacturing of arts and crafts items or the creation of artistic works, intended for off-site sale in which no equipment or process is used which creates an adverse impact on the neighborhood is permitted if the activity complies with PMC 18.50.405. This provision is also not intended to exclude the creation or processing of clerical, graphic, computer-generated, or administrative associate products;
- B. A use involving food handling, processing, or packing, ***except as permitted under Health and Safety Code section 113758 as a Cottage Food Operation;***
- C. Harboring, training, or raising animals, with the exception of the breeding and selling of no more than two litters or broods of domestic animals in any calendar year;
- D. Either major or minor vehicle equipment repair or painting, including off-site mobile services. However, windshield or glass repair and minor dent removal are permitted; provided, that the service does not necessitate removal or replacement of any automobile body panel, engine part or paint; and provided, that the activity complies with the provisions of PMC 18.50.205 and 18.50.405;
- E. Sale or servicing of firearms or ammunition;
- F. Automobile washing and detailing, including off-site mobile services.

SECTION 7. The schedule in Section 18.52.010, “CO, CN, CC, CS, CSD, CW and CP districts – Land use regulations” of the PMC is amended to read as follows:

CO, CN, CC, CS, CSD, CW AND CP DISTRICTS – LAND USE REGULATIONS.

P = Permitted

U = Use Permit
 T = Temporary Activity Permit
 L = Limited (See Additional Use Regulations)
 Z = Zoning Administrator Approval
 – = Not Permitted

	CO	CN	CC	CS	CSD	CW	CP
Alcoholic beverage establishment or restaurant with live entertainment	-	U	U	U	U	U	L-129
L-129	“Permitted for live or recorded music in full-service, ~~and~~ self-service restaurants, and/or food shops , between the hours of 10:00 a.m. and 10:00 p.m.; provided, that the noise generated is not audible beyond the property line or lease space for the use. When the provisions above are not met, a conditional use permit, special event permit or temporary activity permit is required.”						

SECTION 8. The schedule in Section 18.53.020, “M district – Land use regulations” of the PMC is amended to read as follows:

M DISTRICT – LAND USE REGULATIONS.

P = Permitted
 U = Use Permit
 T = Temporary Activity Permit
 L = Limited (See Additional Use Regulations)
 Z = Zoning Administrator Approval
 – = Not Permitted

	M
Alcoholic beverage establishment or restaurant with live entertainment	L-129

L-129	“Permitted for live or recorded music in full-service, and self-service restaurants, and/or food shops, between the hours of 10:00 a.m. and 10:00 p.m.; provided, that the noise generated is not audible beyond the property line or lease space for the use. When the provisions above are not met, a conditional use permit, special event permit or temporary activity permit is required.”
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SECTION 9. Section 18.80.025, “Mechanical and utility equipment” of the PMC is amended to read as follows:

- A. Mechanical Equipment. Except as provided in subsection (B) of this section, exterior mechanical equipment (except solar collectors and operating mechanical equipment in the IG district located more than 50 feet from an R, C, GS, PD or OS district boundary) must be screened from view on all sides. Equipment to be screened includes, but is not limited to, heating, air conditioning, refrigeration equipment, plumbing line and ductwork. Satellite receiving antenna must be screened as prescribed by PMC 18.84.615. The city may require screening of the top of equipment if necessary to protect a significant view.
- B. Utility Equipment.
 - 1. Utility Meters. A utility meter must be screened from view from the public right-of-way, but need not be screened on top or when located on the interior side of a single-family dwelling or duplex. A water meter located in a required front yard or in a corner side yard must be enclosed in a subsurface vault.
 - 2. Utility Transformers and Junction Boxes. ~~A~~**All new** transformer or junction boxes ~~shall~~**may** be placed in a subsurface vault. **For new projects, developer shall underground existing and required on and off-site utilities as set forth in Title 17 of the Pittsburgh Municipal Code, or as deemed necessary by the City Engineer. The City Engineer shall determine whether undergrounding is not feasible and if so, is authorized to allow above ground utilities.** ~~or, if~~**If** mounted aboveground, **utility transformers and junction boxes** must be obscured from view by landscaping, architecturally designed and painted enclosures, or screening. The city may require an alternate location, method of screening or placement in a subsurface vault if necessary to protect site aesthetics or safety.
- C. Screening Specifications. Screening material may have evenly distributed openings or perforations not exceeding 50 percent of the surface area and must effectively screen mechanical equipment so that it is obscured from a street or adjoining lot.

SECTION 10. Section 18.84.430, “Where permitted” of the PMC is amended to read as follows:

Temporary outdoor sales or storage is subject to the permit requirements outlined by the base district land use regulations applicable to the site. Outdoor sales and storage for uses other than for a temporary period of time require a use permit in those applicable base districts unless otherwise specifically permitted in an IG district. Outdoor food service accessory to an eating and drinking establishment is permitted subject to approval of an outdoor dining permit. ~~However, no outdoor~~ **Outdoor** preparation of food or beverages is **for a temporary period of time may only be permitted in conjunction with a temporary activity permit or special event permit, subject to approval from Contra Costa County Health Department.** A use permit, temporary activity permit or outdoor dining permit, for outdoor storage, display or food service, may require yards (PMC 18.06.745), screening, or planting areas necessary to prevent adverse impacts on surrounding properties and to the visual character of scenic corridors identified in the general plan. If these impacts cannot be prevented, the city shall deny the outdoor dining permit.

SECTION 11. Titles and Numbering. All titles and numbering shall be updated as necessary to reflect the proposed additions or deletions.

SECTION 12. Effective Date. This Ordinance shall be in full force and effective thirty (30) days after its adoption.

SECTION 13. Severability. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 14. Publication. The ordinance shall be posted and published in accordance with the California Government Code.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on October 4, 2021, and was adopted and ordered published at a meeting of the City Council held on November 1, 2021 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk