



**CITY OF PITTSBURG
AGENDA**

******* AMENDED AGENDA *******

FEBRUARY 04, 2019

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

**COMMISSION APPLICANT INTERVIEWS
5:00 P.M.**

**CLOSED SESSION
6:00 P.M.**

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

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

PRESIDING

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

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

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

5:00 P.M.

COMMISSION APPLICANT INTERVIEWS

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 NEGOTIATIONS (Pursuant to Section 54956.8):

Property: 1005 Center Drive (086-100-037): Negotiators for Successor Agency: Garrett Evans, Maria Aliotti; Negotiating Parties: Meadow Creek Group LLC; Under Negotiation: both price and terms of payment

Property: Civic Avenue (086-100-035): Negotiators for City: Garrett Evans, Maria Aliotti; Negotiating Parties: Meadow Creek Group LLC; Under Negotiation: both price and terms of payment

Property: 610 Railroad Avenue; Negotiators for PACF: Garrett Evans, Maria Aliotti, Janis Glover; Negotiating Parties: Tu Nguyen (CreAsian); Under Negotiation: both price and terms of payment

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION FOR THE SUCCESSOR AGENCY; Initiation of potential litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

Two (2) cases

3. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION FOR THE PITTSBURG ARTS AND COMMUNITY FOUNDATION Initiation of potential litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

One (1) case

4. 2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION FOR THE CITY OF PITTSBURG; Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

One (1) case

7:00 P.M.

CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

5. Community Advisory Commission Yearly Review

CITY MANAGER REPORTS/REMARKS

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

CITIZENS REMARKS

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

CITY COUNCIL MEETING

CONSIDERATION

6. Adoption of a Minute Order Approving Creation of an Ad Hoc Committee for Camp Stoneman Anniversary Celebration

In accordance with the City of Pittsburgh "Policies and Procedures for the City Council" adopted by the City Council on September 4, 2001 by Resolution No. 01-9475, the Mayor and Vice-Mayor shall appoint individual Council Members to standing and ad hoc committees. The Mayor has requested creation of an ad hoc subcommittee for the Camp Stoneman Anniversary Celebration, with appointment of two committee members.

7. Adoption of a Minute Order Approving Creation of an Ad Hoc Committee for a Community Services Subcommittee

In accordance with the City of Pittsburgh "Policies and Procedures for the City Council" adopted by the City Council on September 4, 2001 by Resolution No. 01-9475, the Mayor and Vice-Mayor shall appoint individual Council Members to standing and ad hoc committees. The Mayor has requested creation of an ad hoc subcommittee for a Community Services subcommittee, with appointment of two committee members. This subcommittee will sunset on February 4, 2020.

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, PITTSBURG FINANCE AUTHORITY, SOUTHWEST
PITTSBURG GHAD II AND SUCCESSOR AGENCY CONSENT CALENDAR

8. Minutes of January 22, 2019
9. Adoption of City Council and Related Agency Resolutions to Appoint Garrett Evans as City Manager

The City Council has selected Assistant City Manager, Garrett Evans for the position of City Manager. The City Council directed the Director of Human Resources and the City Attorney to prepare the employment agreement consistent with its direction.

10. Adoption of a City Council Resolution Authorizing Design and Construction of Contract 2019-02, East 14th Street Waterline Relocation Project to be Reimbursed by PG&E

Contract 2019-02, East 14th Street Waterline Relocation Project (the "Project"), is for design and construction to relocate approximately 100 feet of 18" waterline required to accommodate construction of PG&E gas facilities on East 14th Street. Funding will be provided by PG&E on a reimbursement basis. Adoption of this resolution will authorize Staff to design and construct the Project for PG&E.

11. Adoption of a City Council Resolution to Establish the 2019/2020 Annual Stormwater Utility Area Fee

The Stormwater Utility Area (SUA) fee pays for implementation of the National Pollutant Discharge Elimination System (NPDES) program and drainage maintenance. Each year the City Council establishes the fee to pay for activities necessary to comply with the federal Clean Water Act and the City's Joint Municipal NPDES permit. Staff recommends continuing to charge the current fee of \$30.00 per Equivalent Runoff Unit (ERU). No increase is proposed.

COUNCIL MEMBER REPORTS/REMARKS

Council Members may make brief announcements or informal comments at this time. Council members may ask questions for clarification from City staff, and make a report on their activities, including reports on committee assignments (see attached list of ad hoc committees and other public agencies in which Council members participate). (No Action Required)
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ADJOURNMENT to February 19, 2019



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a Minute Order Approving Creation of an Ad Hoc Committee for Camp Stoneman Anniversary Celebration

MEETING DATE: February 4, 2019

EXECUTIVE SUMMARY

In accordance with the City of Pittsburg "Policies and Procedures for the City Council" adopted by the City Council on September 4, 2001 by Resolution No. 01-9475, the Mayor and Vice-Mayor shall appoint individual Council Members to standing and ad hoc committees. The Mayor has requested creation of an ad hoc subcommittee for the Camp Stoneman Anniversary Celebration, with appointment of two committee members.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Create a subcommittee for the Camp Stoneman Anniversary Celebration and appoint two Council Members to serve on the subcommittee.

BACKGROUND

Camp Stoneman was a United States Army military facility serving as a major staging area for the Army in World War II and the Korean War. Camp Stoneman opened May 28, 1942 for the purpose of staging troops for the Pacific Theater of Operations. Over 1,000,000 soldiers were deployed through Camp Stoneman. The camp was named after George Stoneman, a cavalry commander during the Civil War who became Governor of California. It was decommissioned as a military post in 1954.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

Camp Stoneman, a cornerstone of the City of Pittsburg will be holding an anniversary celebration on August 31, 2019. It is appropriate for the City to recognize the contribution made by Camp Stoneman to the citizens of Pittsburg.

This subcommittee will consist of two Council Members and will be staffed by Acting City Manager Evans or his designee.

ATTACHMENTS:

None

Report Prepared By: Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a Minute Order Approving Creation of an Ad Hoc Committee for a Community Services Subcommittee

MEETING DATE: February 4, 2019

EXECUTIVE SUMMARY

In accordance with the City of Pittsburg "Policies and Procedures for the City Council" adopted by the City Council on September 4, 2001 by Resolution No. 01-9475, the Mayor and Vice-Mayor shall appoint individual Council Members to standing and ad hoc committees. The Mayor has requested creation of an ad hoc subcommittee for a Community Services subcommittee, with appointment of two committee members. This subcommittee will sunset on February 4, 2020.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Create a subcommittee for a Community Services Subcommittee and appoint two Council Members to serve on the subcommittee.

BACKGROUND

During the City Council's teambuilding workshop on January 26, 2019, several community concerns were highlighted that require further study. The housing crisis, medical care, immigration, homelessness, and many other issues were mentioned. While these problems also exist on a national basis, cities are brainstorming to see what can be accomplished at a local level to ease the community's concerns and address the welfare of our residents.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

Staff agrees that there could be potential solutions to at least some of the issues that are facing our residents. An ad hoc subcommittee, comprised of two Council Members and staff from various departments, would be tasked to investigate what services the City could provide to alleviate some of these pressing problems.

ATTACHMENTS:

None

Report Prepared By: Alice E. Evenson, City Clerk

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

DATE: January 22, 2019

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

CITY COUNCIL/AGENCY MEMBERS

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

APPOINTED OFFICIALS

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

Mayor Banales called the meeting of the City Council to order at 7:00 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 6:00 P.M. for Closed Session for the following items:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATIONS (Pursuant to Section 54956.8):

Property: 610 Railroad Avenue; Negotiators for PACF: Garrett Evans, Maria Aliotti, Janis Glover; Negotiating Parties: Tu Nguyen (CreAsian); Under Negotiation: both price and terms of payment

Property: 658 Central Avenue, 88 E. 6th Street #311, 145 W. 9th Street; Negotiators: Garrett Evans, Maria Aliotti; Negotiating Parties: Contra Costa County; Under Negotiation: both price and terms of payment

2. PUBLIC EMPLOYMENT (Pursuant to Section 54957):

City Manager

Mayor Banales stated there was no reportable action taken in Closed Session.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

Chief Addington led the Pledge of Allegiance.

PRESENTATION

Planning Commission Yearly Review

Planning Manager Kristin Pollot presented the Council with the Planning Commission's yearly activities and noted upcoming meetings on the General Plan Update.

CITIZENS REMARKS

Leatrice Toland, Pittsburg, stated she represents the homeless community. She is a student at LMC and is starting a homeless club. She and her daughter are both homeless and hoped the City could address the current housing problem.

Edward James Disibio spoke regarding his claim of harassment. He stated there has been no negotiating on the issues as no one has contacted him.

Bruce Ohlson, Pittsburg, was pleased to see at least 50 people leaving the Pittsburg Center eBART Station. He credited City staff for the project coming to fruition.

CITY MANAGER'S REMARKS

Acting City Manager Evans reported on upcoming events throughout the city.

CONSIDERATION

5. Successor Agency Minute Order Approving the July 1, 2019 – June 30, 2020 Recognized Obligation Payment Schedule

On Motion by Vice-Chair Killings, seconded by Member White to adopt and carried unanimously.

6. Adoption of a Successor Agency Resolution Approving a Cooperative Funding Agreement Between the East Bay Regional Park District and the Successor Agency for the Redevelopment Agency of the City of Pittsburg.

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

7. Adoption of a City Council Resolution Establishing the Maximum Number of Condominium Conversions for Calendar Year 2019

On Motion by Member Craft, seconded by Vice-Mayor Killings to adopt and carried unanimously.

8. Adoption of a City Council Resolution to Approve a Lease Agreement by the City of Pittsburg and Rocky's Deli, LLC at 1005 Center Drive

On Motion by Vice-Mayor Killings, seconded by Member White to adopt and carried unanimously.

CONFLICT OF INTEREST STATEMENT

There were no conflict of interest statements.

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

On motion by Vice Mayor/Chair Killings, seconded by Member Scales-Preston to adopt the Consent Calendar without Item 10, and carried unanimously.

9. Minutes of December 10, 2018 and December 17, 2018

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

12. Adoption of an Ordinance Rezoning a 1.86-Acre Site for the Nazari Contractor Vehicle Storage Yard, AP-17-1301 (RZ, UP)

13. Adoption of a City Council Resolution to Approve a Reclassification

The following item was considered separately:

10. Adoption of a City Council Resolution Awarding a Consulting Services Agreement to Carahsoft Technology Corporation for Website Design and Services

On motion by Vice-Mayor Killings, seconded by Member White to adopt and carried unanimously.

COUNCIL MEMBER REPORTS/REMARKS

Member Craft thanked Reverend Osorio for organizing the Martin Luther King Day Walk and looked forward to Cesar Chavez Day events.

Member Scales-Preston reported she and Member White attended the League of California Cities New Council Members Academy in Sacramento.

Member White reported on attending the New Council Members Academy and noted that Acting City Manager Evans and City Attorney Mooney were in attendance as well. He also attended the Martin Luther King Day event and the 3rd Annual Women's March in Walnut Creek. He also noted that Council Members and staff are cognizant of what is happening at the Federal level and monitoring local impacts.

Vice-Mayor Killings attended the League of California Cities Policy Committee on Governance, Transparency and Labor Relations which he was appointed to.

Mayor Banales attended the Martin Luther King Day events, including the DOW event on January 15 which highlighted youth and included a poster and essay contest. He announced three of the winning posters were available to view in the lobby.

Member Craft also congratulated Member Scales-Preston for receiving the 2019 Community Service Award from DOW.

ADJOURNMENT

The City Council meeting was adjourned at 8:00 P.M. to February 4, 2019 ***in memory of Josie Torres.***

Respectfully submitted,

Alice E. Evenson, City Clerk



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

TO: Mayor/Chair and Council/Agency Members

FROM: Donna Mooney, City Attorney

SUBJECT: Adoption of City Council and Related Agency Resolutions to Appoint
Garrett Evans as City Manager

MEETING DATE: February 4, 2019

EXECUTIVE SUMMARY

The City Council has selected Assistant City Manager, Garrett Evans for the position of City Manager. The City Council directed the Director of Human Resources and the City Attorney to prepare the employment agreement consistent with its direction.

FISCAL IMPACT

The City Manager's pay is in the amount of \$246,615.00 per year with a benefits package that is outlined in Exhibit A, Employment Agreement. There is no additional appropriations or changes to budget required for this action.

RECOMMENDATION

It is recommended that the City Council adopt the proposed Resolution appointing Garrett Evans as City Manager, effective February 5, 2019, and authorize the Mayor to sign the agreement on behalf of the City.

It is also recommended that the Successor Agency to the Redevelopment Agency of the City of Pittsburg, the Pittsburg Power Company, the Southwest Pittsburg Geologic Hazard Abatement District II, the Pittsburg Arts and Community Foundation, and the Public Finance Authority of the City of Pittsburg each delegate to the City Council of the City of Pittsburg its/their authority as to employing Garrett Evans.

BACKGROUND

On June 26, 2011, Garrett Evans was appointed to Assistant City Manager of the City of Pittsburg. Over the next seven years, at the direction of the City Council, the City Manager, Joe Sbranti effectively implemented a succession plan of identifying, assessing, and developing Mr. Evans' professional talent to ensure leadership continuity within the

organization and sustain the performance of the City of Pittsburg upon Mr. Sbranti's retirement.

On October 31, 2018, Joseph Sbranti announced his retirement as City Manager and last day of employment as December 28, 2018.

On December 17, 2018, the City Council met in closed session and gave direction to the Mayor to negotiate salary and benefits terms with Assistant City Manager, Garrett Evans, and should a tentative agreement be reached, place the item on the agenda for City Council discussion and action at a future meeting. The Mayor and Mr. Evans agreed upon the terms of Mr. Evans' employment and the requisite employment agreement was prepared. The employment agreement has been reviewed by the City Attorney.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City Manager's employment agreement (attached) has been prepared in accordance with the direction of the City Council.

ATTACHMENTS:

Resolutions approving an agreement employment

Exhibit A: Employment Agreement

Report Prepared By: Stacy Shell, Director of Human Resources

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving an Agreement Employing)
Garrett Evans as City Manager)

RESOLUTION NO. 19-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the City Council directed staff to effectively implement a succession plan for City Manager and wishes to appoint Garrett Evans to serve as City Manager of the City of Pittsburgh; and to serve as Executive Director of the Successor Agency to the Redevelopment Agency of the City of Pittsburgh, the Housing Authority of the City of Pittsburgh, the Pittsburgh Power Company, the Southwest Pittsburgh Geologic Hazard Abatement District II, the Pittsburgh Arts and Community Foundation, and the Public Finance Authority of the City of Pittsburgh; pursuant to the Employment Agreement attached and incorporated here by reference (the "Agreement"); and

WHEREAS, Garrett Evans has the requisite skills and knowledge to serve the City as City Manager and Executive Director and has indicated his concurrence in the terms of the Employment Agreement.

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

- Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.
- Section 2. The City Council adopts this Resolution approving the Employment Agreement between the City of Pittsburgh and Garrett Evans.
- Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 4th day of February 2019, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT
DISTRICT II

In the Matter of:

Delegating Authority Regarding)
Employment Agreement of)
Garrett Evans as City Manager)

RESOLUTION NO. 19-

The Board of Directors of the Southwest Pittsburg Geologic Hazard Abatement District II DOES RESOLVE as follows:

WHEREAS, the City Council directed staff to effectively implement a succession plan for City Manager and wishes to appoint Garrett Evans to serve as City Manager of the City of Pittsburg; and to serve as Executive Director of the Successor Agency to the Redevelopment Agency of the City of Pittsburg, the Housing Authority of the City of Pittsburg, the Pittsburg Power Company, the Southwest Pittsburg Geologic Hazard Abatement District II, the Pittsburg Arts and Community Foundation, and the Public Finance Authority of the City of Pittsburg; pursuant to the Employment Agreement attached and incorporated here by reference (the "Agreement"); and

WHEREAS, Garrett Evans has the requisite skills and knowledge to serve the City as City Manager and Executive Director and has indicated his concurrence in the terms of the Employment Agreement.

WHEREAS, the Board of Directors of the Southwest Pittsburg Geologic Hazard Abatement District II wishes to delegate to the City Council of the City of Pittsburg its authority as to employing Garrett Evans and the terms and conditions of the Agreement

NOW, THEREFORE, the Board of Directors finds and determines as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.

Section 2. The Board of Directors adopts this Resolution delegating to the City Council of the City of Pittsburg its authority as to employing Garrett Evans and the terms and conditions of the Agreement.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Directors of the Southwest Pittsburg Geologic Hazard Abatement District II at a regular meeting on the 4th day of February 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Chair

ATTEST:

Alice E. Evenson, Executive Secretary

BEFORE THE PITTSBURG ARTS AND COMMUNITY FOUNDATION, INC.

In the Matter of:

Delegating Authority Regarding)
Employment Agreement of)
Garrett Evans as City Manager)

RESOLUTION NO. 19-

The Board of Directors of the Pittsburgh Arts and Community Foundation DOES RESOLVE as follows:

WHEREAS, the City Council directed staff to effectively implement a succession plan for City Manager and wishes to appoint Garrett Evans to serve as City Manager of the City of Pittsburgh; and to serve as Executive Director of the Successor Agency to the Redevelopment Agency of the City of Pittsburgh, the Housing Authority of the City of Pittsburgh, the Pittsburgh Power Company, the Southwest Pittsburgh Geologic Hazard Abatement District II, the Pittsburgh Arts and Community Foundation, and the Public Finance Authority of the City of Pittsburgh; pursuant to the Employment Agreement attached and incorporated here by reference (the "Agreement"); and

WHEREAS, Garrett Evans has the requisite skills and knowledge to serve the City as City Manager and Executive Director and has indicated his concurrence in the terms of the Employment Agreement.

WHEREAS, the Board of Directors of the Pittsburgh Arts and Community Foundation wishes to delegate to the City Council of the City of Pittsburgh its authority as to employing Garrett Evans and the terms and conditions of the Agreement

NOW, THEREFORE, the Board of Directors finds and determines as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.

Section 2. The Board of Directors adopts this Resolution delegating to the City Council of the City of Pittsburgh its authority as to employing Garrett Evans and the terms and conditions of the Agreement.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Directors of the Pittsburgh Arts and Community Foundation at a regular meeting on the 4th day of February 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Chair

ATTEST:

Alice E. Evenson, Executive Secretary

BEFORE THE PITTSBURG POWER COMPANY

In the Matter of:

Delegating Authority Regarding)
Employment Agreement of)
Garrett Evans as City Manager)

RESOLUTION NO. 19-

The Board of Directors of the Pittsburgh Power Company DOES RESOLVE as follows:

WHEREAS, the City Council directed staff to effectively implement a succession plan for City Manager and wishes to appoint Garrett Evans to serve as City Manager of the City of Pittsburgh; and to serve as Executive Director of the Successor Agency to the Redevelopment Agency of the City of Pittsburgh, the Housing Authority of the City of Pittsburgh, the Pittsburgh Power Company, the Southwest Pittsburgh Geologic Hazard Abatement District II, the Pittsburgh Arts and Community Foundation, the Bay Area Power Link, and the Public Finance Authority of the City of Pittsburgh; pursuant to the Employment Agreement attached and incorporated here by reference (the "Agreement"); and

WHEREAS, Garrett Evans has the requisite skills and knowledge to serve the City as City Manager and Executive Director and has indicated his concurrence in the terms of the Employment Agreement.

WHEREAS, the Board of Directors of the Pittsburgh Power Company wishes to delegate to the City Council of the City of Pittsburgh its authority as to employing Garrett Evans and the terms and conditions of the Agreement

NOW, THEREFORE, the Board of Directors finds and determines as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.

Section 2. The Board of Directors adopts this Resolution delegating to the City Council of the City of Pittsburgh its authority as to employing Garrett Evans and the terms and conditions of the Agreement.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Directors of the Pittsburgh Power Company at a regular meeting on the 4th day of February 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Chair

ATTEST:

Alice E. Evenson, Executive Secretary

BEFORE THE PUBLIC FINANCE AUTHORITY OF THE CITY OF PITTSBURG

In the Matter of:

Delegating Authority Regarding)
Employment Agreement of)
Garrett Evans as City Manager)

RESOLUTION NO. 19-

The Board of Directors of the Public Finance Authority of the City of Pittsburgh DOES RESOLVE as follows:

WHEREAS, the City Council directed staff to effectively implement a succession plan for City Manager and wishes to appoint Garrett Evans to serve as City Manager of the City of Pittsburgh; and to serve as Executive Director of the Successor Agency to the Redevelopment Agency of the City of Pittsburgh, the Housing Authority of the City of Pittsburgh, the Pittsburgh Power Company, the Southwest Pittsburgh Geologic Hazard Abatement District II, the Pittsburgh Arts and Community Foundation, and the Public Finance Authority of the City of Pittsburgh; pursuant to the Employment Agreement attached and incorporated here by reference (the "Agreement"); and

WHEREAS, Garrett Evans has the requisite skills and knowledge to serve the City as City Manager and Executive Director and has indicated his concurrence in the terms of the Employment Agreement.

WHEREAS, the Board of Directors of the Public Finance Authority of the City of Pittsburgh wishes to delegate to the City Council of the City of Pittsburgh its authority as to employing Garrett Evans and the terms and conditions of the Agreement

NOW, THEREFORE, the Board of Directors finds and determines as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.

Section 2. The Board of Directors adopts this Resolution delegating to the City Council of the City of Pittsburgh its authority as to employing Garrett Evans and the terms and conditions of the Agreement.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Directors of the Public Finance Authority of the City of Pittsburgh at a regular meeting on the 4th day of February 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Chair

ATTEST:

Alice E. Evenson, Executive Secretary

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

In the Matter of:

Delegating Authority Regarding)
Employment Agreement of)
Garrett Evans as City Manager)

RESOLUTION NO. 19-

The Board of Directors of the Successor Agency to the Redevelopment Agency of the City of Pittsburgh DOES RESOLVE as follows:

WHEREAS, the City Council directed staff to effectively implement a succession plan for City Manager and wishes to appoint Garrett Evans to serve as City Manager of the City of Pittsburgh; and to serve as Executive Director of the Successor Agency to the Redevelopment Agency of the City of Pittsburgh, the Housing Authority of the City of Pittsburgh, the Pittsburgh Power Company, the Southwest Pittsburgh Geologic Hazard Abatement District II, the Pittsburgh Arts and Community Foundation, and the Public Finance Authority of the City of Pittsburgh; pursuant to the Employment Agreement attached and incorporated here by reference (the "Agreement"); and

WHEREAS, Garrett Evans has the requisite skills and knowledge to serve the City as City Manager and Executive Director and has indicated his concurrence in the terms of the Employment Agreement.

WHEREAS, the Board of Directors of the Successor Agency to the Redevelopment Agency of the City of Pittsburgh wishes to delegate to the City Council of the City of Pittsburgh its authority as to employing Garrett Evans and the terms and conditions of the Agreement

NOW, THEREFORE, the Board of Directors finds and determines as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.

Section 2. The Board of Directors adopts this Resolution delegating to the City Council of the City of Pittsburgh its authority as to employing Garrett Evans and the terms and conditions of the Agreement.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Directors of the Successor Agency to the Redevelopment Agency of the City of Pittsburgh at a regular meeting on the 4th day of February 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Chair

ATTEST:

Alice E. Evenson, Executive Secretary

**CITY OF PITTSBURG
CITY MANAGER EMPLOYMENT AGREEMENT**

This City Manager Employment Agreement (Agreement) is entered into on the 5th of February 2019 by and between the City of Pittsburg, the Successor Agency to the Redevelopment Agency of the City of Pittsburg, the Housing Authority of the City of Pittsburg, the Pittsburg Power Company, the Southwest Pittsburg Geologic Hazard Abatement District II, the Pittsburg Arts and Community Foundation, and the Public Finance Authority of the City of Pittsburg (collectively hereinafter called and referred to as “City”) and Garrett D. Evans (hereinafter called and referred to as “Employee” or “Manager”). Under this Agreement, the City offers, and Manager accepts, employment as City Manager of the City.

RECITALS

City desires to employ Employee as City Manager of the City of Pittsburg, California and Executive Director of the Successor Agency to the Redevelopment Agency of the City of Pittsburg, the Housing Authority of the City of Pittsburg, the Pittsburg Power Company, the Southwest Pittsburg Geologic Hazard Abatement District II, the Pittsburg Arts and Community Foundation, and the Public Finance Authority of the City of Pittsburg and Employee desires to serve in such capacity.

The City Council of the City of Pittsburg and the Boards of Directors of the Successor Agency to the Redevelopment Agency of the City of Pittsburg, the Housing Authority of the City of Pittsburg, the Pittsburg Power Company, the Southwest Pittsburg Geologic Hazard Abatement District II, the Pittsburg Arts and Community Foundation, and the Public Finance Authority of the City of Pittsburg have delegated to the City Council of the City of Pittsburg their respective authority as to Employee and the terms and conditions of this Agreement.

The City Council of the City of Pittsburg, as appointing authority, and Employee desire to agree in writing on the terms and conditions of Employee’s employment.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations hereinafter set forth, the parties hereto do now agree as follow:

1. Duties:

Manager shall perform those duties and have those responsibilities that are commonly assigned to a city manager of a city in California, and as may be further set forth in the City’s Municipal Code. Manager shall perform such other legally permissible

City Manager
Employment Agreement
February 5, 2019

and proper duties and functions consistent with the office of City Manager, as the City Council shall from time to time assign.

2. Devotion to City Business:

Manager's position is full-time. Manager shall not engage in any business, educational, professional, charitable, or other activities that would conflict or materially interfere with performance of his/her City Manager duties, except as may be specifically authorized by the City Council.

3. Term:

Manager's employment will commence February 5, 2019, and shall continue until February 4, 2022, or the date of earlier termination in accordance with provisions in this Agreement. On March 31, 2020, and on each succeeding March 31st while this Agreement is in effect, this Agreement shall be automatically extended for one (1) additional year unless six (6) months prior to that date the City Council notifies Manager of its intent not to extend the Agreement for one additional year. City's election not to extend this Agreement shall not entitle Manager to Severance pursuant to Section 5 of this Agreement.

4. City Council Commitments:

A. Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors, and consultants solely through the Manager or the Manager's designee, and neither the City Council nor any member thereof shall give direction to any subordinate of the Manager, either publicly or privately.

B. No member of the City Council will order the appointment or removal of any person to any office or employment under the supervision and control of the Manager.

C. Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of the Manager, as specified in the Municipal Code, this Agreement, or any other lawfully adopted and authorized document.

5. Termination of Employment and this Agreement; General Release; Severance:

A. If City terminates this Agreement (thereby terminating Manager's employment) without Cause, as determined by the affirmative votes of a majority of the members of the City Council at a Regular Meeting of the City Council, and if Manager signs, delivers to the City Council, and does not revoke, the General Release Agreement ("Release Agreement") in the form attached hereto as Exhibit A, City shall pay Manager a lump sum benefit equal to all accrued Base Salary and vacation pay, and any other accrued and unused benefit allowances according to their terms ("Accrued Salary and

Benefits”) and an additional five (5) months of his then Base Salary within year one (1) of this Agreement, and shall provide six (6) months of health (medical, dental, and vision) benefits continuing under the benefit plans in which Manager and his dependents are then enrolled (the cash payment and continuing benefits, collectively “Severance”). In the event the City terminates this Agreement within year two (2) of this Agreement, the Severance shall include the Accrued Salary and Benefits and an additional seven (7) months of his Base Salary. In the event the City terminates this Agreement within year three (3) of this Agreement, the Severance shall include the Accrued Salary and Benefits and an additional eight (8) months of his Base Salary.

B. If City terminates this Agreement (thereby terminating Manager’s employment) with Cause, as determined by the affirmative votes of a majority of the members of the City Council at a Regular Meeting of the City Council, Manager shall not be entitled to any additional compensation or payment, including Severance, but shall be entitled only to the Accrued Salary and Benefits. As used in this Agreement, Cause shall only mean any of the following:

1. Conviction of, or plea of guilty or nolo contendere to, any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the City or on the Manager’s reputation;
2. Proven failure of the Manager to observe or perform any of his duties and obligations, if that failure continues for a period of thirty (30) business days from the date of his receipt of notice from the City Council specifying the acts or omissions deemed to amount to that failure;
3. Conviction of any crime involving an “abuse of office or position,” as that term is defined in Government Code Section 53243.4;
4. Repeated failure to carry out a directive or directives of the City Council made by the City Council as a body at a Brown Act-compliant meeting; and
5. Any grossly negligent action or inaction by Manager that materially and adversely: (a) impedes or disrupts the operations of City or its organizational units; (b) is detrimental to employees or public safety; or (c) violates City’s properly-established rules or procedures.

C. If, during the Term or any extended Term, Manager dies, Manager’s estate shall receive Accrued Salary and Benefits, but shall not be entitled to any additional compensation or payment, including Severance.

D. In the event Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, or mental incapacity for a period of more than twelve (12) weeks during any twelve (12) month period, the City may terminate Manager's employment and this Agreement.

E. Manager may resign from his employment at any time, upon giving sixty (60) days written notice to the City Council.

6. Compensation and Annual Evaluation:

A. Manager's initial annual Base Salary shall be Two Hundred Forty Six Thousand Six Hundred Sixteen Dollars (\$246,615.00). Said amount shall be payable in monthly or bi-weekly installments at the same time and in the same manner as other employees of the City are paid.

B. City, by the City Council, and Manager may set mutually-agreed-upon objectives for each year under this Agreement. The City Council shall evaluate Manager's performance at least once a year during the months of November or December ("Annual Evaluation"). Following the completion of the Annual Evaluation, the City Council may, in its sole discretion, grant Manager a Performance Bonus in any amount from Zero Dollars (\$0) to a maximum of Ten Thousand Dollars (\$10,000.00) or any sum in between. Mutually agreed upon objectives will be set during the first quarter of each calendar year. Said Performance Bonus shall not be reportable to CalPERS as earnable compensation.

C. On February 5, 2020, and on each succeeding February 5th while this Agreement is in effect, the City Manager's Base Salary shall be increased no greater than the San Francisco Bay Area Consumer Price Index, All Consumers and no less than Two Percent (2.0%). The City Council will determine the percentage of the annual cost of living adjustment. Should all of the bargaining groups in the City of Pittsburg not receive a salary increase during the fiscal year, the City Council may elect to not extend the cost of living adjustment in this Section.

D. Manager's Base Salary increases approved by the City Council from time to time pursuant to this Agreement shall not require an amendment to this Agreement to be effective.

E. If the City reduces the Base Salary or any other financial benefit of the Manager in a percentage that is greater than the average reduction of all executive managers, such action shall constitute a termination of this Agreement without Cause under Section 6.A. of this Agreement, and Manager shall be entitled to Severance.

7. Deferred Compensation:

A. As part of Manager's annual compensation, City agrees to provide a Section 457 deferred compensation program and to pay into such program for Manager's benefit, up to Four Hundred Dollars (\$400) a month matching contribution.

B. City shall reduce Manager's annual vacation accrual up to eighty (80) hours and contribute the cash value of this reduction, based on Manager's Base Salary, as an employer contribution to Manager's Internal Revenue Code 401(a) deferred compensation plan. Such reduction in vacation accrual and deferred compensation contribution shall be payable in installments at the same time as other employees of the City are paid.

8. Pension and Retiree Health Insurance:

A. City agrees to enroll Manager as a member of the Public Employees Retirement System (PERS) in the PERS plan selected by City in its sole discretion.

1. Manager shall pay the greater of ten and one half percent (10.5%), the current Senior Executive Team PERS contribution plus one percent (1%) or the non-sworn PEPRA rate plus one percent (1%) as a contribution towards CalPERS.

B. City shall provide Manager retiree health insurance benefits up to the age of sixty five (65) for Manager and spouse subject to the conditions below.

1. Manager and spouse are eligible for seventy five percent (75%) Retiree Health Insurance benefits if the Manager separates from City employment before the twenty fifth (25th) year of working at the City. Upon the twenty fifth (25th) year anniversary, the Manager and spouse will be eligible for one hundred percent (100%) of the Retiree Health Insurance benefits.
2. Manager must retire, and begin collecting a monthly annuity, from the California Public Employees' Retirement System (CalPERS) within five (5) years of employment separation from the City.
3. If Manager dies and his spouse remarries, the Manager's spouse is not eligible for Retiree Health Insurance benefits.
4. The described spousal benefits shall only apply to the spouse married to the Manager at the time of the Manager's separation from City employment.
5. Manager, if participating in the Retiree Health Insurance, may subsequently discontinue participation and may re-enroll subject to the

requirements and/or limitations imposed by the health insurance provider.

6. Manager and/or his spouse, if receiving Retiree Health Insurance through a non-City medical insurance provider, shall annually provide verification of medical insurance coverage and cost of the medical insurance ("proof of coverage"). Proof of coverage shall be on a form furnished by the City. Should after two (2) separate notices, provided at least one (1) month apart, the Manager and/or his spouse fail to furnish such annual verification, a forfeiture of the Retiree Health Insurance benefits may result.
7. If Manager dies prior to retirement from the City, the Manager's spouse (if surviving) shall become eligible to receive Retiree Health Insurance benefits subject to the conditions above.

9. Health and Medical Benefits Insurance:

City shall provide Manager with the same health plans (medical, dental, and vision) which are provided to other City employees, and shall pay that portion of the employee and dependent rate or premium as is determined by the City Council for all Senior Executive Team employees.

10. Life Insurance:

The City agrees to pay for a term life insurance policy in the face amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) on Manager's life with a carrier selected by the City. Manager shall designate the beneficiaries of the policy. Manager shall also be entitled to participate in any group life or disability insurance programs approved by the City Council for all employees.

11. Car Allowance:

Manager's duties require him to be available and to respond to the demands of City business at all times and outside of regular business hours, including weekends. City shall pay Manager Four Hundred Fifty Dollars (\$450.00) monthly in compensation for the use and maintenance of his personal vehicle on City business.

12. Equipment:

Manager may have, at Manager's option, a City provided cellular phone and may use such cellular phone consistent with the City Manager's Administrative Order and/or other City administrative regulations.

13. Business and Professional Expenses:

A. City recognizes that Manager may incur expenses of a non-personal, job-related nature that are reasonably necessary to Manager's service to City. City agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted according to City's normal expense reimbursement procedures or such other procedure as may be designated by the City Council. To be eligible for reimbursement, all expenses must be supported by documentation meeting City's normal requirements and must be submitted within time limits established by City.

B. City agrees to pay the professional dues and subscriptions on behalf of Manager which are necessary for Manager's continuation or full participation in international, national, regional, state, or local associations and organizations necessary and desirable for Manager's continued professional participation, growth and advancement, or for the good of the City, including but not limited to International City-County Management Association (ICMA), League of California Cities, Municipal Management Association Northern California, and California City Management Foundation.

C. City agrees to pay Manager's travel and subsistence expenses for official travel, meetings, and occasions reasonably necessary to continue Manager's professional development, and for Manager's reasonable participation in necessary official and other functions for the City; including, but not limited to, national, regional, state, and local conferences, and governmental groups and committees on which Manager serves as a member. Notwithstanding the above, the number of conferences or meetings City will pay for each year, and attendance at out-of-state conferences and meetings, shall be at the discretion of the City Council as set forth in the City's budget.

14. Vacation and Sick Leave:

City shall provide Manager with vacation, sick, holiday, and administrative leave in the same manner as provided to all Senior Executive Team members of the City. City shall provide Manager with all other benefits as provided to Senior Executive Team members. As used herein, benefits include, but are not limited to, vacation, sick leave, holidays, PERS retirement benefits and payments, retiree health insurance, deferred compensation contributions, and educational tuition reimbursement.

15. Abuse of Office or Position:

If Manager is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (a) if Manager is provided with administrative leave pay pending an investigation, Manager shall be required to fully reimburse City such amounts paid; (b) if City pays for the criminal legal defense of Manager (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Manager shall be required to fully reimburse City such amounts paid; and (c) if this Agreement is terminated,

any Severance Pay and Severance Benefits related to the termination that Manager may receive from City shall be fully reimbursed to City or shall be void if not yet paid to Manager. For purposes of this Section, abuse of office or position means either: (x) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (y) a crime against public justice.

16. Enforcement of this Agreement:

The prevailing party in any action brought to enforce this Agreement or to resolve any dispute or controversy arising under its terms and conditions, shall be entitled to payment of his reasonable attorneys' fees and costs.

17. Communications Upon Manager's Separation:

In the event the City terminates the Manager for any reason or no reason, the City and the Manager agree that no member of the City Council, the City Management staff, nor the Manager, shall make any written, oral or electronic statement to any member of the public, the press, or any city employee concerning the Manager's termination except in the form of a joint press release or statement, the content of which is mutually agreeable to the City and the Manager. The joint press release or statement shall not contain any text or information that is disparaging to either party. Either party may verbally repeat the substance of the joint press release or statement in response to any inquiry.

18. Indemnification:

Consistent with the California Government Code, City shall defend, hold harmless, and indemnify Manager using legal counsel of City's choosing, against expense or legal liability for acts or omissions by Manager occurring within the course and scope of Manager's employment under this Agreement. Legal representation, provided by City for City Manager, shall extend until a final determination of the issues including any and all losses, damages, judgments, interest, settlements, fines, court costs, and the reasonable costs and expenses of legal proceedings, including appeals, and including attorneys' fees, and expert witness fees and all other trial and appellate costs, and other liabilities incurred, imposed upon, or suffered by Manager in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened. In the event there is a conflict of interest between City and Manager such that independent counsel is required for Manager, Manager may engage his own legal counsel, in which event City shall indemnify Manager, including direct payment of all such reasonable costs related thereto.

19. Notices:

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery, mail, or email. Mailed notices shall be addressed to the parties as set forth below, but each party may change his/her/its address by written

notice given in accordance with this Section. Notices delivered personally or by email will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

CITY: City of Pittsburg
Attention: Mayor
65 Civic Avenue
Pittsburg, CA 94518
MANAGER: Garrett D Evans
Address on file with Human Resources

20. Conflict With City Municipal Code:

The City personnel ordinances, resolutions, rules and policies shall apply to Manager in the same manner as applied to other management employees, provided, however, in the event of a conflict between the provisions of this Agreement and the City Municipal Code, the City Municipal Code shall prevail over this Agreement.

21. Entire Agreement:

This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of Manager by City, and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either party.

22. Modifications:

Any modifications to this Agreement shall be effective only if in writing and signed by both of the parties hereto.

23. Effect of Waiver:

The failure of either party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

24. Partial Invalidity:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

25. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

This Agreement is entered into this 5th day of February 2019.

CITY OF PITTSBURG

By: _____
Juan Antonio Banales, Mayor

Garrett D Evans, Manager

Attest:

Alice Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

GENERAL RELEASE AGREEMENT ^c

This General Release Agreement ("Release Agreement") is entered into by and between _____ ("Manager") and CITY OF _____ ("City"), in light of the following facts:

- A. Manager's employment with City concluded on _____.
 - B. Certain disputes have arisen between City and Manager.
 - C. City and Manager each deny any liability whatsoever to the other.
 - D. City and Manager wish to fully and finally resolve any and all disputes they may have with each other.
 - E. Manager is hereby informed that he/she has twenty-one (21) days from receipt of this Agreement to consider it. City hereby advises Manager to consult with his/her legal counsel before signing this Agreement.
 - F. Manager acknowledges that for a period of seven (7) days following the signing of this Agreement ("Revocation Period"), he/she may revoke the Agreement. This Agreement shall not become effective or enforceable until the day the Revocation Period has expired.
 - G. Manager acknowledges that the Salary Payment referenced in paragraph 1 of this Agreement represents all compensation, including salary, accrued benefit balances and reimbursed expenses, due and payable to him/her through the date of employment termination. Manager also acknowledges that City has made this Salary Payment without regard to whether he/she signs this Agreement. The Salary Payment does not constitute consideration for this Agreement.
1. Receipt of Salary Payment. Manager hereby acknowledges receipt of a check or checks for all compensation owing to him/her, including salary, accrued benefit balances and reimbursed expenses ("Salary Payment") from City.
 2. Severance. Within five (5) days following Manager's signing, delivering to the City, and not revoking this Agreement, City shall pay Manager the gross amount provided for in Section 5.A. of the attached Employment Agreement, less applicable deductions, and shall provide the months of medical benefits as provided in that same Section 5.A. Manager acknowledges that the Severance is in excess of all amounts due and owing him as a result of his employment by City.

3. General Release. In consideration of the Severance to be paid and provided to Manager, and other good and valuable consideration, Manager hereby releases and discharges City and its past and present City Council Members, employees, representatives and agents, from all rights, claims, causes of action, and damages, both known and unknown, in law or in equity, concerning and/or arising out of his/her employment by City which he/she now has, or ever had, including but not limited to any rights, claims, causes of action or damages arising under Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Family and Medical Leave Act of 1993, the Domestic Partners Act of 2003, the California Labor Code, the Private Attorneys General Act of 2004, the California Moore-Brown-Roberti Family Rights Act, the California Unruh Civil Rights Act, the California Fair Employment and Housing Act, any other federal, state, or local employment practice legislation, or any federal or state common law, including wrongful discharge, breach of express or implied contract, or breach of public policy.

Manager hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California. Manager understands and acknowledges the significance and consequences of this specific waiver of Section 1542. Section 1542 of the Civil Code of California states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of City and its past and present City Council Members, employees, representatives and agents, Manager expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which he/she does not know or suspect to exist in his/her favor.

Manager further acknowledges that he/she has read this General Release and that he/she understands that this is a general release, and that he/she intends to be legally bound by the same.

4. Fees and Costs. Manager and City agree that in the event of litigation relating to this Release Agreement, the prevailing party shall be entitled to recover his/her/its reasonable attorneys' fees and costs.

Dated _____, 20__

CITY OF _____

By: _____

Dated: _____, 20__

MANAGER

APPROVED AS TO FORM:

By: _____

Date: _____

ATTEST:

By: _____

City Clerk

Date: _____



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing Design and Construction of Contract 2019-02, East 14th Street Waterline Relocation Project to be Reimbursed by PG&E

MEETING DATE: February 4, 2019

EXECUTIVE SUMMARY

Contract 2019-02, East 14th Street Waterline Relocation Project (the "Project"), is for design and construction to relocate approximately 100 feet of 18" waterline to accommodate construction of PG&E gas facilities on East 14th Street. If approved, the resolution will authorize staff to design and construct the project, with costs reimbursed by PG&E.

FISCAL IMPACT

There will be no fiscal impact to the City as all costs associated with design and construction will be reimbursed by PG&E. The estimated total cost for the Project is \$160,000. A project budget will be required for expenses that will later be reimbursed by PG&E. The funding source for the Project is requested to be allocated from the Water Operations Fund (Fund 501) and reimbursements received will be returned to the source fund.

RECOMMENDATION

City Council adopt the attached Resolution allocating \$160,000 from the Water Operations Fund (Fund 501) and authorizing design and construction of the Project on a reimbursement basis from PG&E. Reimbursements would be returned to the source fund upon receipt.

BACKGROUND

PG&E recently obtained an expanded easement from the City to construct improvements to its natural gas facility located on East 14th Street at the northwest corner of the intersection with Pittsburg/Antioch Highway. During construction it became clear that new fencing around the facility was too close to the City's existing 18" watermain to allow for maintenance of the water line.

PG&E requested that the City design and construct a relocation of the City's waterline away from PG&E's fencing and easement, with costs to be paid by the utility.

SUBCOMMITTEE FINDINGS

This item was not considered by a subcommittee of the City Council.

STAFF ANALYSIS

PG&E's natural gas facilities are located adjacent to East 14th Street on a parcel owned by the City. The expanded gas facility is located within 10 feet of the existing 18" waterline. To improve access for future maintenance of the waterline, the City requested that PG&E relocate the waterline away from the newly installed fencing.

Since water utilities are not PG&E's area of expertise, the utility requested that the City take the lead for design and construction to relocate the waterline. Staff concurs, and will provide PG&E with scope and fee proposals for PG&E's approval prior to incurring expenses.

Staff has prepared a cost estimate for the waterline relocation. A design proposal to prepare plans and specifications has been received from a consultant chosen from the City's list of on-call civil engineering consultants previously approved by the City Council. These cost estimates are the basis for the Budget Summary that is attached to this report.

Upon completion of design, staff will solicit bids for construction of the project per the City's adopted purchasing policy.

Report Prepared By: Ronald A. Nevels, Senior Civil Engineer

ATTACHMENTS: Resolution
Budget Summary

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Authorizing Design and)
Construction of Contract 2019-02, East)
14th Street Waterline Relocation Project)
To be Reimbursed by PG&E)

RESOLUTION NO. 19-

The City Council of the City of Pittsburgh DOES RESOLVE as follows:

WHEREAS, PG&E recently obtained an expanded easement from the City to construct improvements to its natural gas facility located on East 14th Street at the northwest corner of the intersection with Pittsburgh/Antioch Highway; and

WHEREAS, during construction by PG&E a determination was made that the new fencing around the facility was too close to the existing 18" watermain owned and operated by the City to allow for maintenance; and

WHEREAS; Contract 2019-02, East 14th Street Waterline Relocation Project (the "Project"), is for design and construction to relocate approximately 100 feet of 18" waterline required to accommodate construction of PG&E gas facilities on East 14th Street; and

WHEREAS, funding for design and construction of the Project will be provided by PG&E on a reimbursement basis; and

WHEREAS, the estimated total cost for design and construction of the Project is \$160,000; and

WHEREAS, Staff requests that a budget for the Project be established with an allocation of \$160,000 from the Water Operations Fund (Fund 501); and

WHEREAS, Staff requests that reimbursements from PG&E for design and construction of the Project be returned to the source fund upon receipt.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Pittsburgh as follows:

Section 1.

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2.

City Council hereby authorizes Staff to design and construct the Project on a reimbursement basis for PG&E.

Section 3.

City Council hereby approves the allocation of \$160,000 from the Water Operations Fund (Fund 501).

Section 4.

City Council hereby directs reimbursements from PG&E for design and construction of the Project be returned to the source fund upon receipt.

Section 5.

The City Engineer is authorized to execute contracts and agreements as required to design and construct the Project up to the total Project budget.

Section 6.

The City Clerk shall certify to the adoption of this Resolution.

Section 7.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 4th day of February 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

2019-02, E 14th Street Waterline Relocation Project
Project XXXX (TBD)

Project Funding : PG&E Reimbursement \$160,000

Funding Total \$160,000

Project Expenditures:

Design (Code 2122)	<u>Consultant</u>	\$24,000
	Subtotal	\$24,000

Miscellaneous: (Code 1399)	Plan Reproduction	\$1,000
	<u>Advertising</u>	\$1,000
	Subtotal	\$2,000

Construction: (Code 2281)	Base Bid	\$105,000
	Contingency (~10%)	\$10,500
	<u>Material Testing</u>	\$2,500
	Subtotal	\$118,000

Staff Time: (Code 1101)	Staff Costs During Design	\$2,000
	<u>Staff Costs During Construction Management</u>	\$6,000
	Subtotal	\$8,000

Administrative Overhead: (Code 2372)	Overhead Costs During Design	\$2,000
	<u>Overhead Costs During Construction Management</u>	\$6,000
	Subtotal	\$8,000

Expenditures Total \$160,000



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Set the 2019/2020 Annual Stormwater Utility Area Fee

MEETING DATE: February 4, 2019

EXECUTIVE SUMMARY

The Stormwater Utility Area (SUA) fee pays for implementation of the National Pollutant Discharge Elimination System (NPDES) program and drainage maintenance. Each year the City Council sets the fee to pay for activities necessary to comply with the federal Clean Water Act and the City's Joint Municipal NPDES permit. Staff recommends continuing to charge the current fee of \$30.00 per Equivalent Runoff Unit (ERU). No increase is proposed.

FISCAL IMPACT

Annual assessments are determined by issuing an "Equivalent Runoff Unit (ERU) multiplier" depending on what "ERU Group" a specific land use falls under. For example, a single family home on a parcel between 5,000 to 20,000 sq. ft. (ERU Group "A") = 1.0 ERU. That results in the homeowner paying \$30.00 annually on their property tax. For most commercial parcels, including supermarkets, restaurants, car dealerships, etc. (ERU Group "J") = 12 ERU/acre. Maintaining the SUA fee at \$30.00 per ERU will allow the City to collect the maximum amount of NPDES funds to run the NPDES program as required. This rate allows the City to meet ongoing permit costs for fiscal year 2019/2020. The annual revenue to be generated from this assessment is projected to be \$1.1million. Supplemental funds from the City's solid waste fund will offset expected increases in program costs caused by the new provisions imposed by the Municipal Regional Permit (MRP).

RECOMMENDATION

City Council adopt the attached resolution setting a SUA fee rate of \$30.00 per ERU for fiscal year 2019/2020 and request the Contra Costa County Flood Control and Water Conservation District to adopt an annual parcel assessment based on that rate to cover the City's costs associated with its NPDES activities.

BACKGROUND

In 1987, the U.S. Congress began requiring NPDES permits for all non-point source discharges of stormwater runoff entering waters of the state. Permit compliance responsibilities are vested with the State Water Quality Control Board (SWQCB). In 1993, the City of Pittsburg joined with the Contra Costa County Flood Control and Water Conservation District, Contra Costa County, and 18 other cities to create the Contra Costa Clean Water Program (County Program) to effectively respond to federal and state requirements regulating local discharges of stormwater into the San Joaquin / Sacramento River Delta and other waters of the state.

As a member of the County Program, the City is required to fund its pro-rata share of County Program costs for regional activities as well as the City's work to comply locally. In 1993, the City Council adopted Resolution 93-7913, authorizing the County Board of Supervisors to hold a public hearing and adopt Ordinance No. 93-47 to establish the Stormwater Utility Assessment Drainage Fee to help finance administrative and program activities necessary to comply with the NPDES Permit.

At that time, \$30.00 was established as the maximum ERU rate for the City of Pittsburg. The City established the initial ERU rate at \$24.00. In 2005, the City Council approved Resolution 05-10273, to increase the rate to \$30.00 for fiscal year 2005/2006, to cover program costs and has re-established the fee each year. The Contra Costa County Flood Control and Water Conservation District assesses the fee on developed parcels within the City.

SUBCOMMITTEE FINDINGS

This item was not considered by a subcommittee of the City Council.

STAFF ANALYSIS

Maintaining the ERU at the maximum \$30.00 is necessary for the City to continue to comply with its NPDES permit obligations. The current permit was adopted on November 19, 2015 and became effective January 1, 2016. This permit has a five-year term, which requires increased efforts to meet benchmark reductions for pollutants such as trash, PCBs, and mercury.

NPDES revenues pay for staff costs and materials for maintenance of the City's drainage infrastructure and creek channels, stream bank erosion control, and inspection and monitoring programs to eliminate illicit discharges and illegal connections to the storm drain system.

ATTACHMENTS: Resolution

Report Prepared By: Jolan Longway
Clean Water Program Coordinator

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Establishment of the FY 2019/2020)
Annual Stormwater Utility Area Fee)

RESOLUTION NO. 19-

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, under federal Water Pollution Control Act (Clean Water Act), prescribed discharges of stormwater require a permit from the appropriate California Regional Water Quality Control Board under the National Pollutant Discharge Elimination System (NPDES) program; and

WHEREAS, the City of Pittsburg (City) has an NPDES permit that requires the implementation of selected Best Management Practices to minimize or eliminate pollutants from entering stormwaters; and

WHEREAS, it is the intent of the City to utilize funds received from its Stormwater Utility Area (SUA) fee for implementation of the NPDES program and drainage maintenance activities; and

WHEREAS, at the request of the City, the Contra Costa County Flood Control & Water Conservation District (District) has completed the process for formation of an SUA fee, including the adoption of the Stormwater Utility Assessment Drainage Ordinance No. 93-47; and

WHEREAS, the SUA fee and Program Group Costs Payment agreement between City and District requires that the City annually, by May 1, determine the rate to be assessed to a single Equivalent Runoff Unit (ERU) for the forthcoming fiscal year.

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

Section 1. The above recitals are true and correct and are incorporated herein.

Section 2. The rate to be assigned to a single ERU for FY 2019/2020 shall be set at \$30.00, and the City Council hereby requests the District to adopt the SUA fee levies based on said amount.

PASSED, AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 4th day of February 2019 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk