



**CITY OF PITTSBURG
AGENDA**

MARCH 04, 2019

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

**GOALS WORKSHOP
(Continued from 2/19/19)
5:00 P.M.**

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

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

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. GOALS WORKSHOP (Continued from February 19, 2019)

1. Human Resources
2. City Attorney
3. Police Department

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

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

4. Adoption of City Council, Pittsburgh Arts and Community Foundation, Pittsburgh Power Company, Southwest Pittsburgh GHAD II Resolutions to Authorize Necessary Budget Adjustments based on Year-End Projections

Staff has completed a Mid-Year Review of the Fiscal Year 2018/19 budget and has determined that operating budget adjustments are necessary based on year-end projections.

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, AND
PITTSBURG POWER COMPANY CONSENT CALENDAR

5. Minutes of February 19, 2019

6. Adoption of an Ordinance Amending Title 2 of the Pittsburg Municipal Code to Approve Adding Chapter 2.13 Relating to City Attorney

The City Council appointed Donna Mooney as the in-house City Attorney in July 2018. An Ordinance to update the Pittsburg Municipal Code to add Chapter 2.13 as it relates to City Attorney was introduced on February 19, 2019. This is the second reading and final adoption.

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

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

8. Adoption of a City Council Resolution Approving a Consultant Agreement for Design of Contract 2017-02, Stoneman Avenue Intersection Improvements Project

Contract 2017-02, Stoneman Avenue Intersection Improvements Project (the "Project") is for safety improvements at three intersections on Stoneman Avenue. This resolution will authorize a Consultant Agreement with TJKM in the amount of \$131,129 for design of the Project.

9. Request for Approval by Minute Order of Support for Pittsburg Unified School District's Pursuit of K12 Strong Workforce Program Grant Funding

Staff has received a request asking for support of the Pittsburg Unified School District's (PUSD) pursuit of grant funding from the K12 Strong Workforce Program Grant.

10. Request for Approval by Minute Order of Support for H.R. 432 – Contra Costa Canal Transfer Act

Staff has received a request asking for support of H.R. 432 introduced by Congressman Jerry McNerney and Congressman Mike Thompson. The act would transfer the title of the Contra Costa Canal (the Canal) from the US Bureau of Reclamation to the Contra Costa Water District (CCWD).

11. Request for Approval by Minute Order of Support for H.R. 530 – The Accelerating Wireless Broadband Development by Empowering Local Communities Act of 2019

Staff has received a request asking for support of H.R. 530 introduced by Congresswoman Eshoo. The act would repeal Federal Communications Commission (FCC) regulations that limit the ability of local governments to regulate the deployment of 5G wireless infrastructure.

12. Adoption of a City Council Resolution Accepting Contract 2017-06, Downtown Sidewalk Replacement Project as Complete and Authorizing the City Engineer to File a Notice of Completion

Contract 2017-06, Downtown Sidewalk Replacement Project (the "Project") was for the replacement of several areas of sidewalk in the City's downtown. This Resolution will accept the construction contract as complete and authorize the City Engineer to file a notice of completion.

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)
--

ADJOURNMENT to March 18, 2019

NOTICE TO PUBLIC

GENERAL INFORMATION

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

SPEAKER'S CARD

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

PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

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

DISRUPTIVE CONDUCT

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

LIVE MEDIA BROADCASTING ADVISEMENT

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

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2019

Updated February 4, 2019

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

*Rotational Staff as assigned by City Manager

**Stipend of \$209 per month

***Stipend of \$100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

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

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

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

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

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

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

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



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

TO: Mayor/Chair and Council/Agency Members

FROM: Garrett Evans, Executive Director/City Manager

SUBJECT: Adoption of City Council, Pittsburg Arts and Community Foundation, Pittsburg Power Company, Southwest Pittsburg GHAD II Resolutions to Authorize Necessary Budget Adjustments based on Year-End Projections

MEETING DATE: March 4, 2019

EXECUTIVE SUMMARY

Staff has completed a Mid-Year Review of the Fiscal Year 2018/19 budget and has determined that operating budget adjustments are necessary based on year-end projections.

FISCAL IMPACT

The following are the fiscal impact of the mid-year adjustments to the existing budget:

General Fund – Reduces the use of fund balance by \$31,749

California Theatre Fund – Increased expenses leave the fund short approximately \$96,184, which will be subsidized by General Fund

Economic Development Fund – Increased revenue and decreased expenses reducing the usage of fund balance by \$21,373

Citywide Lighting and Landscaping Fund – Decreased revenues and increased expenses require an additional \$249,000, after usage of the remaining fund balance, General Fund will provide \$109,000

National Pollution Discharge Elimination System (NPDES) Fund – Increased expenses require an additional \$29,106 usage of fund balance

Community Facilities Districts (CFDs) and Assessment Districts (AD) Funds – Lower revenues result in \$151,570 less added to fund balance

Gas Tax Fund – Revenues lowered by \$126,058 results in a deficit fund balance, assuming all capital projects are completed this fiscal year. Staff will delay completion to avoid the deficit.

Capital Improvement Funds – Increased revenue reduces draw on fund balances by \$47,058

Solid Waste Fund – Usage of fund balance will decrease by \$72,978

CalHome Loan Program Fund – Estimated loans issued will draw \$45,000 on fund balance, which consists of prior-year grant funding
Water Operations Fund – Usage of fund balance will decrease by \$648,341
Water Facility Reserve Funds – Usage of fund balance will decrease by \$975,000
Sewer Operations Fund – Usage of fund balance will decrease by \$167,089
Sewer Facility Reserve Funds – Usage of fund balance will decrease by \$450,000
Golf Course Operations – With no revenues, operating costs of \$7,700 will be subsidized by the General Fund
Waterfront Operations – Fund balance will increase of \$96,970
Marina Fund – Usage of fund balance will decrease by \$13,897
Building Maintenance Fund – Additional fund balance reduction of \$50,367 due to decreased revenues
Employee Fringe Benefits – Fund balance will increase by an additional \$55,399 due to decreased expenses
Geologic Hazard Abatement District (GHAD) II – Fund balance will increase an additional \$63,149
Pittsburg Power Company – Reduction in usage of fund balance by \$84,881
Pittsburg Arts and Community Foundation – Projects \$205,824 additional usage of fund balance

RECOMMENDATION

City Council approve the resolutions to authorize various budget adjustments necessary to cover anticipated revenues and expenditures for the current fiscal year, as detailed in the background section of this report.

BACKGROUND

During the FY2018/19 Mid-Year Budget Review, staff identified the following budget adjustments necessary to cover expenses:

Overall, the City's General Fund projected revenues increased by \$1,178,081 and expenditures increased by \$1,146,332 resulting in a reduced use of fund balance by \$31,749. Revenues increased primarily due to increased Taxes, Developer Deposit revenues and reimbursements. Expenses increased primarily by recent labor negotiations, increased subsidies to other City funds, contractual services and anticipated developer related costs, offset by savings collectively in Health and Dental Insurance and a reduction in City Manager Contingency.

The California Theatre Fund is projecting increased revenues of \$31,816 in rental income fees and increased expenses of \$128,000 mainly in contractual services. These increases result in the Fund receiving a potential \$100,000 subsidy from the General Fund, which is included in the General Fund's projection above. Only actual costs will be covered by the General Fund.

The Economic Development Fund is expecting additional revenues from a Griego loan payment of \$17,000 and a small decrease in expenses resulting in a reduction in usage of fund balance.

The Citywide Lighting and Landscape Fund projects increased expenses of \$182,477, mainly due to salaries and contractual services, resulting in a draw down on the complete

fund balance and an additional \$109,000 subsidy from the General Fund, which is included in the General Fund's projection above.

The NPDES Fund is expecting a \$13,830 increase in revenues and a \$42,936 increase in expenses mainly due to salaries, resulting in an additional \$29,000 draw on fund balance.

The San Marco CFD, Public Safety CFD and San Marco CFD Bond Funds are expecting \$35,948, \$19,600 and \$41,756 increases in revenues, respectively. The Railroad Avenue BART CFD and the Reassessment 2011-1 District are expecting \$57,958 and \$188,591 decreases in revenues.

The Gas Tax Fund projects a decrease of \$126,058 in revenues, resulting in a deficit fund balance. This assumes all capital projects are completed this fiscal year. Staff will delay completion of projects to avoid the deficit. Measure J CIP Fund and Park Dedication Fund project an increase in revenues of \$35,827 and \$11,577, respectively. Pittsburg Community Improvements Fund will reduce the draw on fund balance by \$11,000 and will receive a transfer-in from the CIP Fund in the same amount.

The Solid Waste Fund projects an increase in Transfer Station Surcharge and other revenues in the amount of \$62,593, while capital equipment expenses will decrease by \$10,385.

The CalHome Loan Program Fund projects awarding \$45,000 in loans in the current year. These funds will come from fund balance, which consists of grant funding received in prior years.

The Water Operations Fund is expecting an increase in revenues of \$653,641 and a marginal increase in expenses resulting in a reduction of \$648,341 usage of fund balance.

The Sewer Operations Fund is expecting an increase in revenues of \$177,469 and a marginal increase in expenses resulting in a reduction of \$167,089 usage of fund balance.

The Water Facility Reserve and Sewer Facility Reserve Funds did not budget revenues for the current fiscal year due to the error incurred in the previous year projections of revenue. Staff is recommending an adjustment to the year-end projections. The revenues projected are \$975,000 and \$450,000 to Water and Sewer Facility Reserve Funds.

The Golf Course Fund expects to use \$2,500 less than budgeted. All expenses incurred by this fund will be subsidized by the General Fund and is projected to be \$7,700, which is included in the General Fund's projections.

The Waterfront Operations Fund will see an increase in revenues of \$29,986, while also seeing a decrease in expenses of \$141,948 consisting mainly of decrease in outside legal fees, savings in contractual services, capital equipment and salaries due to unfilled positions. The result being that the fund will not draw on fund balance as originally budgeted and will, instead add \$96,970 to fund balance reserves.

The Marina Fund has a projected increase in revenues of \$71,190, primarily due to fuel sales, while expenses increased \$57,293 due to salary-related expenses, maintenance and contractual services and software expenses, reducing the usage of fund balance by \$13,897.

The Building Maintenance Fund projects decreased revenues from reimbursements and the Demand Response Program of \$48,275, collectively. These changes will reduce fund balance by an additional \$50,367.

The Employee Fringe Benefits Fund will see a decrease of \$50,563 in expenses due to reduced worker's compensation cost.

The GHAD II Fund expects an increase in assessment revenues of \$25,000 and a decrease in expenditures in the amount of \$38,149 due to reduced transfer out to GHAD Administration fund.

The Pittsburgh Power Company projects a reduction in draw on fund balance of \$84,881. This is mainly comprised of an increase in reimbursements/settlements, as well as a decrease in expenses mainly comprised of outside legal expenses.

The Pittsburgh Arts and Community Foundation expects an increase in revenues in the amount of \$58,245, which is mostly comprised of a property damage reimbursement. An increase of \$264,069 in contractual services is also projected, resulting in a \$203,940 draw on fund balance.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Staff recommends increasing budgeted expenditures and increasing budgeted revenues as necessary to reflect FY2018/19 year-end estimates.

ATTACHMENTS:

City Council Resolution
Geologic Hazard Abatement District II Resolution
Pittsburg Power Company Resolution
Pittsburg Arts and Community Foundation Resolution
Mid-Year Budget Adjustment Summary

Report Prepared By: Krista Nuxoll, Financial Analyst

Reviewed By: Brad Farmer, Director of Finance

BUDGET ADJUSTMENTS BASED ON YEAR-END PROJECTIONS

GENERAL FUND	REVENUES		EXPENSES		ADD TO/(DRAW ON) FUND BALANCE
FY 2018-19 Amended Budget	\$	44,212,205	\$	45,429,426	\$ (1,217,221)
FY 2018-19 Year-End Estimate		45,390,286		46,575,758	(1,185,472)
Proposed Increase/(Decrease)	\$	1,178,081	\$	1,146,332	\$ 31,749

CALIFORNIA THEATRE	REVENUES		EXPENSES		ADD TO/(DRAW ON) FUND BALANCE
FY 2018-19 Amended Budget	\$	268,828	\$	254,250	\$ 14,578
FY 2018-19 Year-End Estimate		300,644		382,250	(81,606)
Proposed Increase/(Decrease)	\$	31,816	\$	128,000	\$ (96,184)

**General Fund to subsidize for any draw on fund balance*

ECONOMIC DEVELOPMENT	REVENUES		EXPENSES		ADD TO/(DRAW ON) FUND BALANCE
FY 2018-19 Amended Budget	\$	449,763	\$	476,088	\$ (26,325)
FY 2018-19 Year-End Estimate		466,763		471,715	(4,952)
Proposed Increase/(Decrease)	\$	17,000	\$	(4,373)	\$ 21,373

CITYWIDE LIGHTING & LANDSCAPE	REVENUES		EXPENSES		ADD TO/(DRAW ON) FUND BALANCE
FY 2018-19 Amended Budget	\$	3,907,817	\$	3,965,429	\$ (57,612)
FY 2018-19 Year-End Estimate		3,899,049		4,147,906	(248,857)
Proposed Increase/(Decrease)	\$	(8,768)	\$	182,477	\$ (191,245)

**General Fund to increase subsidy by approximately \$109,000 after fund balance fully drawn down*

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES)	REVENUES		EXPENSES		ADD TO/(DRAW ON) FUND BALANCE
FY 2018-19 Amended Budget	\$	1,220,994	\$	1,230,247	\$ (9,253)
FY 2018-19 Year-End Estimate		1,234,824		1,273,183	(38,359)
Proposed Increase/(Decrease)	\$	13,830	\$	42,936	\$ (29,106)

COMMUNITY FACILITIES DISTRICT (CFD)/ASSESSMENT DISTRICT (AD)	REVENUES		EXPENSES		ADD TO/(DRAW ON) FUND BALANCE
FY 2018-19 Amended Budget	\$	4,487,005	\$	3,430,471	\$ 1,056,534
FY 2018-19 Year-End Estimate		4,337,760		3,432,796	904,964
Proposed Increase/(Decrease)	\$	(149,245)	\$	2,325	\$ (151,570)

GAS TAX	REVENUES		EXPENSES		ADD TO/(DRAW ON) FUND BALANCE
FY 2018-19 Amended Budget	\$	2,426,264	\$	3,305,042	\$ (878,778)
FY 2018-19 Year-End Estimate		2,300,206		3,305,042	(1,004,836)
Proposed Increase/(Decrease)	\$	(126,058)	\$	-	\$ (126,058)

CAPITAL IMPROVEMENT PROJECT (CIP) FUND BALANCES	REVENUES		EXPENSES		ADD TO/(DRAW ON) FUND BALANCE
---	----------	--	----------	--	-------------------------------

BUDGET ADJUSTMENTS BASED ON YEAR-END PROJECTIONS

FY 2018-19 Amended Budget	\$	3,889,551	\$	5,515,998	\$	(1,626,447)
FY 2018-19 Year-End Estimate		3,936,609		5,515,998		(1,579,389)
Proposed Increase/(Decrease)	\$	47,058	\$	-	\$	47,058

SOLID WASTE	REVENUES		EXPENSES		ADD TO/(DRAW ON) FUND BALANCE	
FY 2018-19 Amended Budget	\$	541,150	\$	634,025	\$	(92,875)
FY 2018-19 Year-End Estimate		603,743		623,640		(19,897)
Proposed Increase/(Decrease)	\$	62,593	\$	(10,385)	\$	72,978

CALHOME LOAN PROGRAM*	REVENUES		EXPENSES		ADD TO/(DRAW ON) FUND BALANCE	
FY 2018-19 Amended Budget	\$	-	\$	-	\$	-
FY 2018-19 Year-End Estimate		-		45,000		(45,000)
Proposed Increase/(Decrease)	\$	-	\$	45,000	\$	(45,000)

*Grant funding received in prior years

WATER OPERATIONS	REVENUES		EXPENSES		ADD TO/(DRAW ON) FUND BALANCE	
FY 2018-19 Amended Budget	\$	21,771,494	\$	28,437,244	\$	(6,665,750)
FY 2018-19 Year-End Estimate		22,425,135		28,442,544		(6,017,409)
Proposed Increase/(Decrease)	\$	653,641	\$	5,300	\$	648,341

WATER FACILITY RESERVES	REVENUES		EXPENSES		ADD TO/(DRAW ON) FUND BALANCE	
FY 2018-19 Amended Budget	\$	-	\$	3,589,391	\$	(3,589,391)
FY 2018-19 Year-End Estimate		975,000		3,589,391		(2,614,391)
Proposed Increase/(Decrease)	\$	975,000	\$	-	\$	975,000

SEWER OPERATIONS	REVENUES		EXPENSES		ADD TO/(DRAW ON) FUND BALANCE	
FY 2018-19 Amended Budget	\$	13,427,500	\$	21,920,485	\$	(8,492,985)
FY 2018-19 Year-End Estimate		13,604,969		21,930,865		(8,325,896)
Proposed Increase/(Decrease)	\$	177,469	\$	10,380	\$	167,089

SEWER FACILITY RESERVES	REVENUES		EXPENSES		ADD TO/(DRAW ON) FUND BALANCE	
FY 2018-19 Amended Budget	\$	-	\$	693,113	\$	(693,113)
FY 2018-19 Year-End Estimate		450,000		693,113		(243,113)
Proposed Increase/(Decrease)	\$	450,000	\$	-	\$	450,000

GOLF COURSE	REVENUES		EXPENSES		ADD TO/(DRAW ON) FUND BALANCE	
FY 2018-19 Amended Budget	\$	-	\$	10,200	\$	(10,200)
FY 2018-19 Year-End Estimate		-		7,700		(7,700)
Proposed Increase/(Decrease)	\$	-	\$	(2,500)	\$	2,500

WATERFRONT	REVENUES		EXPENSES		ADD TO/(DRAW ON) FUND BALANCE	
FY 2018-19 Amended Budget	\$	2,087,852	\$	2,162,816	\$	(74,964)
FY 2018-19 Year-End Estimate		2,117,838		2,020,868		96,970

BUDGET ADJUSTMENTS BASED ON YEAR-END PROJECTIONS

<i>Proposed Increase/(Decrease)</i>	\$	29,986	\$	(141,948)	\$	171,934
-------------------------------------	----	--------	----	-----------	----	---------

BUDGET ADJUSTMENTS BASED ON YEAR-END PROJECTIONS

MARINA	REVENUES		EXPENSES		ADD TO/(DRAW ON) FUND BALANCE
FY 2018-19 Amended Budget	\$	2,035,971	\$	2,295,920	\$ (259,949)
FY 2018-19 Year-End Estimate		2,107,161		2,353,213	(246,052)
Proposed Increase/(Decrease)	\$	71,190	\$	57,293	\$ 13,897

BUILDING MAINTENANCE	REVENUES		EXPENSES		ADD TO/(DRAW ON) FUND BALANCE
FY 2018-19 Amended Budget	\$	1,879,977	\$	1,886,348	\$ (6,371)
FY 2018-19 Year-End Estimate		1,831,702		1,888,440	(56,738)
Proposed Increase/(Decrease)	\$	(48,275)	\$	2,092	\$ (50,367)

FRINGE BENEFITS	REVENUES		EXPENSES		ADD TO/(DRAW ON) FUND BALANCE
FY 2018-19 Amended Budget	\$	2,532,493	\$	2,519,657	\$ 12,836
FY 2018-19 Year-End Estimate		2,537,329		2,469,094	68,235
Proposed Increase/(Decrease)	\$	4,836	\$	(50,563)	\$ 55,399

GEOLOGICAL HAZARD ABATEMENT DISTRICT (GHAD)	REVENUES		EXPENSES		ADD TO/(DRAW ON) FUND BALANCE
FY 2018-19 Amended Budget	\$	922,700	\$	889,675	\$ 33,025
FY 2018-19 Year-End Estimate		947,700		851,526	96,174
Proposed Increase/(Decrease)	\$	25,000	\$	(38,149)	\$ 63,149

PITTSBURG POWER COMPANY	REVENUES		EXPENSES		ADD TO/(DRAW ON) FUND BALANCE
FY 2018-19 Amended Budget	\$	2,643,174	\$	2,793,898	\$ (150,724)
FY 2018-19 Year-End Estimate		2,710,824		2,776,667	(65,843)
Proposed Increase/(Decrease)	\$	67,650	\$	(17,231)	\$ 84,881

PITTSBURG ARTS AND COMMUNITY FOUNDATION (PACF)	REVENUES		EXPENSES		ADD TO/(DRAW ON) FUND BALANCE
FY 2018-19 Amended Budget	\$	749,089	\$	747,205	\$ 1,884
FY 2018-19 Year-End Estimate		807,334		1,011,274	(203,940)
Proposed Increase/(Decrease)	\$	58,245	\$	264,069	\$ (205,824)

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Authorizing Necessary Budget)
Adjustments Based on Year-End Projections)

RESOLUTION NO. 19-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, staff has completed the mid-year review of the Fiscal Year 2018/19 budget; and

WHEREAS, it has been determined that budget adjustments are necessary to fund certain operating expenditures; and

WHEREAS, staff recommends a revenue budget increase in the General Fund in the amount of \$1,178,081 and an operating expenditure budget increase in the amount of \$1,146,332 with a reduction of usage of fund balance; and

WHEREAS, staff recommends an increase in the revenue budget in the amount of \$31,816 in the California Theatre fund and an operating expenditure budget increase in the amount of \$128,000. The funds needed to cover the increased expenditures over revenues will be supplemented by General Fund; and

WHEREAS, staff recommends a revenue budget increase in the Economic Development fund in the amount of \$17,000 and an operating expenditure budget decrease in the amount of \$4,373 with a reduction of usage of fund balance; and

WHEREAS, staff recommends a revenue budget decrease in the Citywide Lighting and Landscape fund in the amount of \$8,768 and an operating expenditure budget increase in the amount of \$182,477. The funds needed to cover the increased expenditures over revenues will be from a usage of fund balance, supplemented by the General Fund; and

WHEREAS, staff recommends a revenue budget increase in the National Pollution Discharge Elimination System fund in the amount of \$13,830 and an operating expenditure budget increase in the amount of \$42,936 with additional usage of fund balance; and

WHEREAS, staff recommends a revenue budget decrease in the Community Facilities District and Assessment District funds in the amount of \$149,245, and an operating expenditure budget increase in the amount of \$2,325, with a reduction in the addition to fund balance; and

WHEREAS, staff recommends a revenue budget decrease in the Gas Tax fund in the amount of \$126,058 with an increased usage of fund balance; and

WHEREAS, staff recommends a revenue budget increase in the Capital Improvement funds in the amount of \$47,058 with a reduction of usage of fund balances; and

WHEREAS, staff recommends a revenue budget increase in the Solid Waste fund in the amount of \$62,593 and an operating expenditure budget decrease in the amount of \$10,385 with a reduction of usage of fund balance; and

WHEREAS, staff recommends an operating expenditure budget increase in the CalHome Loan Program fund in the amount of \$45,000 with a usage of fund balance; and

WHEREAS, staff recommends a revenue budget increase in the Water Operations fund in the amount of \$653,641 and an operating expenditure budget increase in the amount of \$5,300 with a reduction of usage of fund balance; and

WHEREAS, staff recommends a revenue budget increase in the Sewer Operations fund in the amount of \$177,469 and an operating expenditure budget increase in the amount of \$10,380 with a reduction of usage of fund balance; and

WHEREAS, staff recommends an operating revenue budget increase of \$975,000 in the Water Facility Reserve Funds and an operating revenue budget increase of \$450,000 in the Sewer Facility Reserve Funds with reduction of usage of fund balances; and

WHEREAS, staff recommends an operating expenditure budget decrease in the amount of \$2,500 in the Golf Course fund. The funds needed to cover all expenditures will be supplemented by General Fund; and

WHEREAS, staff recommends an operating revenue budget increase in the amount of \$29,986 in the Waterfront Operations fund and an operating expenditure budget decrease in the amount of \$141,948 with an addition to fund balance; and

WHEREAS, staff recommends an operating revenue budget increase in the amount of \$71,190 in the Marina fund and an operating expenditure budget increase in the amount of \$57,293 reducing the draw on fund balance; and

WHEREAS, staff recommends an operating revenue decrease of \$48,275 and an operating expenditure budget increase in the amount of \$2,092 in the Building Maintenance fund increasing usage of fund balance; and

WHEREAS, staff recommends an operating revenue budget increase in the amount of \$4,836 in the Fringe Benefit fund and an operating expenditure budget decrease in the amount of \$50,563 with the revenue over expenditures increasing the fund balance; and

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

Section 1. Findings

- A. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the respective staff report.

- B. The Finance Director or his/her designee is hereby authorized to approve payment of goods and services received by the City of Pittsburg in accordance with the City's approved budget, programs and policies.

Section 2. Authorization

- A. The City Council authorizes the following budget adjustments:

- \$1,178,081 revenue and \$1,146,332 expenditure budget increase in the General Fund.
- \$31,816 revenue and \$128,000 expenditure budget increase in the California Theatre fund.
- \$17,000 revenue budget increase and \$4,373 expenditure budget decrease in the Economic Development fund.
- \$8,768 revenue budget decrease and \$182,477 expenditure budget increase in the Citywide Lighting and Landscape fund.
- \$13,830 revenue and \$42,936 expenditure budget increase in the National Pollution Discharge Elimination System fund.
- \$149,245 revenue budget decrease and \$2,325 expenditure budget increase in the Community Facilities District and Assessment District funds.
- \$126,058 revenue budget decrease in the Gas Tax fund.
- \$47,058 revenue budget increase in the Capital Improvement Project funds.
- \$62,593 revenue budget increase and \$10,385 expenditure budget decrease in the Solid Waste fund.
- \$45,000 expenditure budget increase in the CalHome Loan Program fund.
- \$653,641 revenue and \$5,300 expenditure budget increase in the Water Operations fund.
- \$975,000 revenue budget increase in the Water Facility Reserve funds.
- \$450,000 revenue budget increase in the Sewer Facility Reserve funds.
- \$177,469 revenue and \$10,380 expenditure budget increase in the Sewer Operations fund.
- \$2,500 expenditure budget decrease in the Golf Course fund.

- \$29,986 revenue budget increase and \$141,948 expenditure budget decrease in the Waterfront Operations fund.
- \$71,190 revenue and \$57,293 expenditure budget increase in the Marina fund.
- \$48,275 revenue budget decrease and \$2,092 expenditure budget increase in the Building Maintenance fund.
- \$4,836 revenue budget increase and \$50,563 expenditure budget decrease in the Employee Fringe Benefits fund.

Section 3. Effective Date

This resolution shall take effect immediately upon adoption.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE PITTSBURG ARTS AND COMMUNITY FOUNDATION, INC.

In the Matter of:

A Resolution Authorizing Necessary Budget	)	
Adjustments for the Pittsburgh Arts and	)	RESOLUTION NO. 19-
Community Foundation Based on Year-End	)	
Projections	)	

The Pittsburgh Arts and Community Foundation, Inc. Board DOES RESOLVE as follows:

WHEREAS, the Pittsburgh Arts and Community Foundation, Inc. (Foundation) is a nonprofit, 501(c)3 Foundation formed for the purpose of providing assistance to the City of Pittsburgh, and all actions, budgets, projects and programs that the Foundation engages in or approves must be reasonably related to, or in furtherance of the Foundation's charitable purposes as stated in the Articles of Incorporation as amended on March 1, 2010; and

WHEREAS, the Foundation prepares and adopts the Pittsburgh Arts and Community Foundation, Inc. Budget with the intent of providing a planned program for services and a financial system to carry out the planned program of services; and

WHEREAS, staff has completed the mid-year review of the Fiscal Year 2018/19 budget; and

WHEREAS, it has been determined that budget adjustments are necessary to fund certain operating expenditures; and

WHEREAS, staff recommends a \$58,245 revenue and \$264,069 expenditure budget increase for the Pittsburgh Arts and Community Foundation, resulting in a draw on fund balance of \$205,824.

NOW, THEREFORE, BE IT RESOLVED by Pittsburgh Arts and Community Foundation, Inc. Board as follows:

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

Section 2. The proposed budget adjustments for the Foundation is reasonably related to and/or in furtherance of the Foundation's charitable purposes as stated in the Articles of Incorporation.

Section 3. Those funds are hereby and shall be appropriated in an increase in revenue of \$58,245 and an increase in expenditures of \$264,069, with a use of Fund Balance of \$205,824.

Section 4. That the Executive Director or his/her designee is hereby authorized to approve payment of goods and services received by the Pittsburgh Arts and Community Foundation, Inc. in accordance with the Foundation's approved

budget, programs and policies.

Section 5. This resolution shall take effect immediately upon adoption.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Chair

ATTEST:

Alice E. Evenson, Board Secretary

BEFORE THE PITTSBURG POWER COMPANY OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Authorizing Necessary)
Budget Adjustments for Pittsburg Power)
Company Based on Year-End Projections)

RESOLUTION NO. 19-

The Pittsburg Power Company of the City of Pittsburg DOES RESOLVE as follows:

WHEREAS, the City prepares and adopts the Pittsburg Power Company Budget with the intent of providing a planned program for services and a financial system to carry out the planned program of services; and

WHEREAS, staff has completed the mid-year review of the Fiscal Year 2018/19 budget; and

WHEREAS, it has been determined that budget adjustments are necessary to fund certain operating expenditures; and

WHEREAS, staff recommends a revenue budget increase in the Pittsburg Power Company fund in the amount of \$67,650 and an operating expenditure budget decrease in the amount of \$17,231 resulting in an \$84,881 reduction to the draw on fund balance; and

NOW, THEREFORE, the Pittsburg Power Company of the City of Pittsburg finds and determines as follows:

Section 1. Findings

- A. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the respective staff report.
- B. That the Finance Director or his/her designee is hereby authorized to approve payment of goods and services received by the Pittsburg Power Company in accordance with the Pittsburg Power Company's approved budgets, programs and policies.
- C. Those funds are hereby and shall be appropriated in an additional revenue amount of \$67,650 and a reduced expenditure amount of \$17,231 for the Pittsburg Power fund.

Section 2. Authorization

- A. The Pittsburg Power Company authorizes \$67,650 revenue increase and \$17,231 expenditure decrease.

Section 3. Effective Date

This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Pittsburg Power Company of the City of Pittsburg at a regular meeting held on the 4th day of March, 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Chair

ATTEST:

Garrett Evans, Executive Secretary

BEFORE THE SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT
DISTRICT II

In the Matter of:

A Resolution Authorizing Necessary Budget	)	
Adjustments for the Southwest Pittsburg	)	RESOLUTION NO. 19-
Geologic Hazard Abatement District II Based	)	
<u>on Year-End Projections</u>	)	

The Southwest Pittsburg Geologic Hazard Abatement District (GHAD) II DOES RESOLVE as follows:

WHEREAS, the City prepares and adopts the Southwest Pittsburg GHAD II Budget with the intent of providing a planned program for services and a financial system to carry out the planned program of services; and

WHEREAS, staff has completed the mid-year review of the Fiscal Year 2018/19 budget; and

WHEREAS, it has been determined that budget adjustments are necessary to align year-end estimates with budgets; and

WHEREAS, staff recommends a \$25,000 increase to budgeted revenue and a \$38,149 budget decrease in expenses in the Southwest Pittsburg GHAD II, resulting in an addition to fund balance in the amount of \$63,149.

NOW, THEREFORE, BE IT RESOLVED by the Southwest Pittsburg GHAD II Board as follows:

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

Section 2. Those funds are hereby and shall be appropriated with an increase in revenue of \$25,000 and a decrease in expenditures of \$38,149, resulting in an addition to Fund Balance of \$63,149.

Section 3. That the Finance Director or his/her designee is hereby authorized to approve payment of goods and services received by the Southwest Pittsburg GHAD II in accordance with the approved budget, programs and policies.

Section 4. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Southwest Pittsburg GHAD II at a regular meeting on the 4th day of March 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

Juan Antonio Banales, Chair

ATTEST:

Alice E. Evenson, Executive Secretary

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

DATE: February 19, 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, 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 7:03 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 4:30 P.M. for Commission Applicant Interviews, and at 4:40 P.M. for the following Closed Session:

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

Property: 1000 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

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

Mayor Banales stated there was no reportable action taken in Closed Session. Item 2 was continued to March 4, 2019.

A Goal Setting Session was held at 5:00 P.M. Departments spoke in the following order acknowledging their accomplishments for the last fiscal year, and goals for the upcoming fiscal year:

City Manager Introduction
City Clerk
Finance
Community Development (Engineering, Building, Planning, Planning Commission)
Public Works (Water/Sewer, Parks)
Pittsburg Power Company
Economic Development/Recreation, Community Advisory Commission (CAC)
Waterfront/Marina
Environmental Affairs
Successor Agency, Community Development Block Grant (CDBG), Housing
Authority

The following departments will present their goals at another session on a date to be determined:

Human Resources
City Attorney
Police

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

Chief Addington led the Pledge of Allegiance.

CITIZENS REMARKS

Jonathan Bean, Antioch, extended an invitation to the Council to an elected official luncheon on Saturday 23 hosted by Lift Up Contra Costa.

Edward James Disibio, Pittsburg, has found the City in default in several instances and also thanked the City for some help he has been given.

CITY MANAGER'S REMARKS

City Manager Evans reported on upcoming events throughout the city.

PUBLIC HEARING

8. Introduction and Waive First Reading of an Ordinance Amending Title 2 of the Pittsburg Municipal Code to Approve Adding Chapter 2.13 Relating to City Attorney

Mayor Banales opened the Public Hearing. There being no one to speak to the item, Mayor Banales closed the Public Hearing.

On Motion by Member Killings, seconded by Member Craft to introduce and waive first reading of the ordinance and adopted unanimously.

9. Introduction and Waive First Reading of an Ordinance Amending Title 2 of the Pittsburgh Municipal Code and Adoption of a City Council Resolution to Approve Revised Bylaws for City Commissions

City Manager Evans stated that staff has requested removal of this item to be presented at a later date. He suggested the Mayor open the Public Hearing in case anyone wanted to address the item.

Mayor Banales opened the Public Hearing. There being no one to speak to the item, Mayor Banales advised the Public Hearing remains open.

CONSIDERATION

10. Adoption of a City Council Resolution Approving a Purchase and Sale Agreement between Contra Costa County and the City of Pittsburgh for Assessor Parcel Numbers 088-171-037 and 086-214-025 and of a Pittsburgh Power Company Resolution Authorizing to Partially Fund the Acquisition

Member White recused himself from Items 11 and 12 due to his financial interest and his employer. He left the dais at this time.

On Motion by Vice Mayor Killings, seconded by Member Craft to adopt and carried by the following vote:

AYES: Craft, Killings, Scales-Preston, Banales
ABSENT: White [Recused]

11. Adoption of a City Council Resolution Approving a Purchase and Sale Agreement between Contra Costa County and the City of Pittsburgh for Assessor Parcel Numbers 088-171-037 and 086-214-025 and of a Pittsburgh Power Company Resolution Authorizing to Partially Fund the Acquisition

On Motion by Vice Mayor Killings, seconded by Member Scales-Preston to adopt and carried by the following vote:

AYES: Craft, Killings, Scales-Preston, Banales
ABSENT: White [Recused]

Member White returned to the dais at this time.

12. By Minute Order, Select Commission Appointments to Vacancies on the Community Advisory Commission, Planning Commission, and Library Commission

On Motion by Member Craft, seconded by Member White to appoint Zelda LeFrak-Belleci to the Library Commission and carried unanimously.

On Motion by Member Craft, seconded by Mayor Banales to appoint Chris Moreno to the Planning Commission and carried unanimously.

On Motion by Member White, seconded by Vice Mayor Killings to appoint Trinh Nguyen to the Planning Commission and carried unanimously.

On Motion by Mayor Banales, seconded by Member White to re-appoint Elissa Robinson to the Planning Commission and carried unanimously.

On Motion by Vice Mayor Killings, seconded by Mayor Banales to appoint Wolfgang Croskey to the Planning Commission and failed by the following vote:

AYES: Killings, Banales
NOES: Craft, Scales-Preston, White

On Motion by Member White, seconded by Member Craft to appoint Michael Caliguire to the Planning Commission and carried by the following vote:

AYES: Craft, Scales-Preston, White
NOES: Killings, Banales

On Motion by Member Scales-Preston, seconded by Mayor Banales to re-appoint Veronica Pope to the Community Advisory Commission and carried unanimously.

On Motion by Member Craft, seconded by Member White to appoint Ricky Mena to the Community Advisory Commission and carried unanimously.

On Motion by Member White, seconded by Member Craft to appoint Annette Ramirez to the Community Advisory Commission and carried unanimously.

On Motion by Vice Mayor Killings, seconded by Member White to appoint Arlene Kobata (aka Siu Ling) to the Community Advisory Commission and carried by the following vote:

AYES: Killings, Scales-Preston, White, Banales
NOES: Craft

PITTSBURG ARTS AND COMMUNITY FOUNDATION CONSIDERATION

13. Adoption Two Pittsburg Arts and Community Foundation Resolutions Approving the Termination Agreement Between the Pittsburg Arts and Community Foundation and Shelly Ha and Approving a Sublease Agreement Between the Pittsburg Arts and Community Foundation and Tu Nguyen and Kim Tran

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

14. Adoption Two Pittsburg Arts and Community Foundation Resolutions Approving the Termination Agreement Between the Pittsburg Arts and Community Foundation and Shelly Ha and Approving a Sublease Agreement Between the Pittsburg Arts and Community Foundation and Tu Nguyen and Kim Tran

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

CONFLICT OF INTEREST STATEMENT

There were no conflict of interest statements.

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

City Manager Evans asked that Item 17 be removed from the Consent Calendar.

On motion by Member Craft, seconded by Member White to adopt the Consent Calendar without Item 17, and carried unanimously.

15. Minutes of January 26, 2019 and February 4, 2019
16. Receive and File the Treasurer's Report for the Quarter Ending December 31, 2018
17. Adoption of a City Council Resolution Accepting Contract 2017-06, Downtown Sidewalk Replacement Project as Complete and Authorizing the City Engineer to File a Notice of Completion
18. Adoption of a City Council Resolution to Approve Transfer of Marina and Waterfront Funds as of February 1, 2019 to the Marina Dredge Capital Improvement Project.
19. Adoption of a City Council Resolution to Amend Staffing Allocation in the Utility Billing Division
20. Adoption of a City Council Resolution to Amend the Salary Range of Utility Lineworker

COUNCIL MEMBER REPORTS/REMARKS

Vice Mayor Killings attended the Cease Fire retreat where a more narrowed focus for the event will be introduced for East County. He also met with State Senator Glazer regarding local issues. He offered his assistance in any matters in the City.

ADJOURNMENT

The City Council meeting was adjourned at 7:39 P.M. to March 4, 2019.

The City Council resumed the Goals Workshop Session which recessed at 10:12 P.M. to be continued to another date.

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 an Ordinance Amending Title 2 of the Pittsburg Municipal Code to Approve Adding Chapter 2.13 Relating to City Attorney

MEETING DATE:

EXECUTIVE SUMMARY

The City Council appointed Donna Mooney as the in-house City Attorney in July 2018. An Ordinance to update the Pittsburg Municipal Code to add Chapter 2.13 as it relates to City Attorney was introduced on February 19, 2019. This is the second reading and final adoption.

FISCAL IMPACT

None from this action.

RECOMMENDATION

City Council adopt an ordinance to update Title 2 of the Pittsburg Municipal Code to approve the addition of the Chapter 2.13 as it relates to City Attorney.

BACKGROUND

On January 22, 2018, the City contracted with Peckham and McKenney Executive Search firm to conduct a City Attorney recruitment on behalf of the City. Peckham and McKenney Executive Search firm conducted the recruitment and on June 8, 2018, the City Council conducted interviews. Following the interviews, the City Council selected, and the Mayor appointed Ms. Donna Mooney as the City Attorney on July 16, 2018.

SUBCOMMITTEE FINDINGS

This item was not presented before a subcommittee.

STAFF ANALYSIS

The Pittsburgh Municipal Code (PMC) Section 2.08.030 sets forth that the positions of City Attorney and City Manager are appointed by the City Council. PMC Section 2.12 sets forth the powers and duties, as well as other restrictions and requirements, regarding the City Manager, however there is no section for the City Attorney.

The purpose of the ordinance is to set forth the powers and duties, as well as other restrictions and requirements, regarding the City Attorney. Staff is recommending that City Council amend the Municipal Code by adding Chapter 2.13 "City Attorney" to include the following sections:

2.13.010 Powers and duties.

2.13.020 Appointment.

2.13.030 Compensation

ATTACHMENTS: Ordinance

Report Prepared By: Garrett Evans, City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Adding Chapter 2.13 to)
The Pittsburgh Municipal Code Relating)
To City Attorney)

ORDINANCE NO. 19-1462

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

SECTION 1. Findings.

- A. City Council filled the in-house position of City Attorney in 2018.
- B. Pursuant to Pittsburgh Municipal Code Section 2.08.030 the positions of City Attorney and City Manager are appointed by the City Council.
- C. Pittsburgh Municipal Code Section 2.12 sets forth the powers and duties, as well as other restrictions and requirements, regarding the City Manager.
- D. The purpose of this ordinance is to set forth the powers and duties, as well as other restrictions and requirements, regarding the City Attorney.

SECTION 2. Amendment to Municipal Code Adding Chapter 2.13.

Chapter 2.13 "City Attorney" of Title 2 "Administration and Personnel" of the Pittsburgh Municipal Code is hereby added to read as follows:

CITY ATTORNEY

2.13.010 Powers and duties.
2.13.020 Appointment.
2.13.030 Compensation.

2.13.010 Powers and duties.

The city attorney shall be the legal counsel of the city government under the direction and control of the city council, except as otherwise provided in this chapter. He/she shall be responsible for the efficient administration of the legal affairs of the city that are under his/her control. In addition to his/her general powers as the legal counsel, and not as a limitation thereon, it shall be his/her duty and have the power to:

A. Represent and advise the city council and all city officers in all matters of law pertaining to their offices;

B. Represent and appear for the city in any or all actions or proceedings in which the city is concerned or is a party, including the prosecution of violations of this municipal code and ordinances enacted by the city council, and represent and appear for any city officer or employee, or former city officer or employee, in any or all actions and proceedings in which any such officer or employee is concerned or is a party for any act arising out of his/her employment or by reason of his/her official capacity provided the interest of the city in such action or proceeding is not adversely affected;

C. Attend all regular meetings of the city council, unless excused, and give his/her advice or opinion in writing whenever requested to do so by the city council or by any of the boards or officers of the city;

D. Approve the form of all contracts in the amount of \$10,000 or more made by

and all bonds given to the city, endorsing his/her approval thereon in writing;

E. Review any and all proposed ordinances or resolutions for the city and amendments thereto;

F. Join in amicus briefs if there is no cost to the city;

G. Surrender to his/her successor all books, papers, files and documents pertaining to the city's affairs;

H. The city council shall have control of all legal business and proceedings and city attorney may employ other attorneys to take charge of any litigation or matter to assist the city attorney therein;

I. Recommend to the city council for adoption, such measures and ordinances as he/she deems necessary or proper;

J. Be responsible for all activities and services of the city attorney's office and exercise purchasing authority as set forth in the purchasing policy adopted by city council;

K. Appoint and remove those employees of the city attorney's office allocated by the city council through the annual city budget as necessary and appropriate to assist the city attorney in performance of the duties and responsibilities of the office;

L. The city attorney shall take orders, directions and instructions from the city council only when sitting in a duly held meeting of the council, and no individual council member shall give any order or instruction to the city attorney.

M. Perform such other duties and exercise such other powers as may be delegated to him or her from time to time by the city council.

2.13.020 Appointment.

The city attorney shall be appointed by the city council solely on the basis of his/her legal qualifications and ability. He/she shall be an attorney admitted to practice in the state of California and shall have been in actual practice for at least eight years preceding his/her employment.

2.13.030 Compensation.

The city attorney shall receive such salary, benefits and compensation for his or her services as the city council shall from time to time prescribe by resolution. The city attorney shall be reimbursed for all sums necessarily incurred or paid by him or her in the performance of his or her duties, or incurred when traveling on business pertaining to the city under direction of the city council.

SECTION 3. Publication.

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on February 19, 2019, and was adopted and ordered published at a meeting of the City Council held on March 4, 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

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

MEETING DATE: March 4, 2019

EXECUTIVE SUMMARY

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

FISCAL IMPACT

The amendment of previously approved separate pay schedules as a single master pay schedule has no fiscal impact to the City for preparation or distribution, as the actions already occurred.

RECOMMENDATION

The City Council adopt a resolution to amend the City of Pittsburg's master pay schedule for all employee classifications so the City is in compliance with the requirements of the California Code of Regulations, Title 2, Section 570.5 and the California Public Employees' Retirement System (CalPERS) relating to publically available pay schedules for purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1.

BACKGROUND

CalPERS, pursuant to their interpretation of California Code of Regulations, Title 2, Section 570.5, recommends all CalPERS employers maintain their compensation levels in one publicly available document, approved and adopted by the governing body, which must meet all of the following requirements:

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- Identifies the position title for every employee position;
- Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- Indicates an effective date and date of any revisions;
- Is retained by the employer and available for public inspection for not less than five years; and
- Does not reference another document in lieu of disclosing the pay rate.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The adoption of the resolution will comply with CalPERS' interpretation of the requirements of the California Code of Regulations, Title 2, Section 570.5 by amending the single master pay schedule already on the City's website representing all previously approved actions on the individual classifications of the pay schedule.

ATTACHMENTS: Resolution
 Pay Schedule

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	Max/w incentives	UNIT
Account Clerk (Part 1 of 2)	109	07/01/18	3,719	3,905	4,100	4,305	4,520			4,570	AFSCME
Account Clerk (Part 2 of 2)	170	07/01/18	4,266	4,479	4,703	4,938	5,185			5,235	AFSCME
Accountant I	350	07/01/18	5,639	5,921	6,217	6,528	6,854			6,904	MPC
Accountant II	500	07/01/18	6,312	6,628	6,959	7,307	7,672			7,722	MPC
Accounting Technician	220	07/01/18	4,981	5,230	5,492	5,767	6,055			6,105	AFSCME/MPC
Administrative Analyst I	390	07/01/18	5,826	6,117	6,423	6,744	7,081			7,131	MPC
Administrative Analyst II	700	07/01/18	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Administrative Assistant (Part 1 of 2)	100	07/01/18	3,711	3,897	4,092	4,297	4,512			4,562	AFSCME
Administrative Assistant (Part 2 of 2)	160	07/01/18	4,297	4,512	4,738	4,975	5,224			5,274	AFSCME/MPC
Administrative Officer	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Administrative Coordinator	350	12/17/18	5,639	5,921	6,217	6,528	6,854			6,904	MPC
Administrative Specialist	290	07/01/18	5,324	5,590	5,870	6,164	6,472			6,522	MPC
Assistant City Engineer	920	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC
Assistant City Manager	950	07/01/18	14,384				18,356			18,356	Sr. Exec Team
Assistant Director of Economic Development and Recreation	887	07/01/18	10,439				12,687			12,687	Mgmt Group
Assistant Director of Finance	887	07/01/18	10,439				12,687			12,687	Mgmt Group
Assistant Director of Public Works	895	07/01/18	11,195	11,755	12,343	12,960	13,608			13,658	MPC
Assistant Planner	450	07/01/18	6,212	6,523	6,849	7,191	7,551			7,979	MPC
Assistant to the City Manager	835	07/01/18	10,027				12,187			12,187	Mgmt Group
Associate Planner	740	07/01/18	7,191	7,551	7,929	8,325	8,741			9,228	MPC
Building Inspection Supervisor	810	07/01/18	8,755	9,193	9,653	10,136	10,643			10,693	MPC
Business Development Manager	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Business License Coordinator	315	07/01/18	5,500	5,775	6,064	6,367	6,685			6,735	AFSCME
Chief Building Official	895	07/01/18	11,195	11,755	12,343	12,960	13,608			13,658	MPC
Chief of Police	955	07/01/18	14,656				18,528			22,512	Sr. Exec Team
City Attorney	943	07/01/18					15,417			15,417	Contract
City Clerk							470			470	Elected Official
City Council							500			500	Elected Official
City Council -- member of a different governing board											
if serving on Tri Delta Transit		\$100 per meeting		visit www.TriDeltaTransit.com							
if serving on Delta Diablo Sanitation District		\$209 per meeting		visit ddsd.org							
City Engineer	935	07/01/18	11,176				13,583			13,583	Mgmt Group
City Manager	960	02/04/19					20,551			20,551	Contract
City Treasurer							470			470	Elected Official
Civil Engineer I	510	07/01/18	6,494	6,819	7,160	7,518	7,894			8,339	MPC
Civil Engineer II	780	07/01/18	7,519	7,895	8,290	8,705	9,140			9,647	MPC
Combination Building Inspector	520	07/01/18	6,522	6,848	7,190	7,549	7,926			7,976	AFSCME
Community Outreach Coordinator	315	07/01/18	5,500	5,775	6,064	6,367	6,685			6,735	AFSCME
Community Relations Manager	700	07/01/18	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Community Services Specialist	258	07/01/18	5,184	5,443	5,715	6,001	6,301			6,351	AFSCME
Compliance Principal	830	07/01/18	8,261	8,674	9,108	9,563	10,041			10,593	MPC
Contract Analyst	390	07/01/18	5,826	6,117	6,423	6,744	7,081			7,131	MPC
Crime Analyst	700	07/01/18	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Customer Service Representative	95a	07/01/18	3,372	3,541	3,718	3,904	4,099			4,149	AFSCME

*Please see Benefit Matrix for education incentives, holiday pay and shift differential.

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	Max/w incentives	UNIT
Deputy City Clerk	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC
Development Manager	890	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC
Director of Community Development	940	07/01/18	12,300				15,547			15,547	Sr. Exec Team
Director of Community Services	940	07/01/18	12,300				15,547			15,547	Sr. Exec Team
Director of Finance	940	07/01/18	12,300				15,547			15,547	Sr. Exec Team
Director of Human Resources	940	07/01/18	12,300				15,547			15,547	Sr. Exec Team
Director of Public Works	945	07/01/18	13,292				16,158			16,158	Sr. Exec Team
Director of Records and Council Service	8351	07/01/18	10,027				12,187			12,187	Sr. Exec Team
Director of Recreation and Maintenance Ser	920	07/01/18	11,176				13,583			13,583	Mgmt Group
Director of Water Utilities	935	07/01/18	12,792				15,547			15,547	Mgmt Group
Electrician	420	07/01/18	6,011	6,312	6,628	6,959	7,307			7,892	Teamsters
Electrician Apprentice	200	07/01/18	4,801	5,041	5,293	5,558	5,836			6,128	Teamsters
Engineering Analyst	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Engineering Technician I	310	07/01/18	5,444	5,716	6,002	6,302	6,617			6,667	AFSCME
Engineering Technician II	460	07/01/18	6,304	6,619	6,950	7,297	7,662			7,712	AFSCME
Environmental Affairs Manager	890	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC
Environmental Health Specialist	470a	07/01/18	6,243	6,555	6,883	7,227	7,588			7,638	AFSCME
Equipment Mechanic	270	07/01/18	5,310	5,576	5,855	6,148	6,455			6,971	Teamsters
Equipment Shop Supervisor	530	07/01/18	6,601	6,931	7,278	7,642	8,024			8,074	MPC
Executive Assistant	400	07/01/18	5,871				7,136			7,136	Mgmt Group
Executive Secretary to the Chief of Police	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC
Finance Division Manager	855	07/01/18	8,985	9,434	9,906	10,401	10,921			10,971	MPC
Financial Analyst	580	07/01/18	7,083	7,437	7,809	8,199	8,609			8,659	MPC
GIS Coordinator	760	07/01/18	7,328	7,694	8,079	8,483	8,907			8,957	MPC
Harbormaster	830	07/01/18	8,261	8,674	9,108	9,563	10,041			10,091	MPC
Housing Inspector	315	07/01/18	5,500	5,775	6,064	6,367	6,685			6,735	AFSCME
Housing Manager	855	07/01/18	8,985	9,434	9,906	10,401	10,921			10,971	MPC
Housing Specialist	210	07/01/18	4,898	5,143	5,400	5,670	5,954			6,004	AFSCME
Human Resources Analyst	700	07/01/18	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Human Resources Manager	890a	07/01/18	10,027				12,187			12,187	Mgmt Group
Human Resources Specialist	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC
Information Technology Manager	855	10/01/18	8,985	9,434	9,906	10,401	10,921			10,971	MPC
Finance Division Manager	855	07/01/18	8,985	9,434	9,906	10,401	10,921			10,971	MPC
Lead Community Services Specialist	415	07/01/18	6,001	6,301	6,616	6,947	7,294			7,344	AFSCME
Lead Marina Services Worker	320	07/01/18	5,558	5,836	6,128	6,434	6,756			7,094	Teamsters
Lead Police Records Clerk	255	07/01/18	5,225	5,486	5,760	6,048	6,350			6,400	AFSCME
Lead Public Works Superintendent	885	07/01/18	10,685	11,219	11,780	12,369	12,987			13,037	MPC
Maintenance Assistant	95	07/01/18	3,372	3,541	3,718	3,904	4,099			4,304	Teamsters
Maintenance Lead Worker - Env. Services/F	320	07/01/18	5,558	5,836	6,128	6,434	6,756			7,296	Teamsters
Maintenance Worker I - Env. Services/Fac. U	140	07/01/18	4,148	4,355	4,573	4,802	5,042			5,445	Teamsters
Maintenance Worker II - Env. Services/Fac.	200	07/01/18	4,801	5,041	5,293	5,558	5,836			6,303	Teamsters
Office Assistant	95a	07/01/18	3,372	3,541	3,718	3,904	4,099			4,149	AFSCME
Payroll Specialist	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	Max/w incentives	UNIT
Permit Technician	260	07/01/18	5,253	5,516	5,792	6,082	6,386			6,436	AFSCME
Pest Control Specialist	470	07/01/18	6,243	6,555	6,883	7,227	7,588			7,967	Teamsters
Planning Manager	890	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC
Planning Technician	260	07/01/18	5,253	5,516	5,792	6,082	6,386			6,436	AFSCME
Police Captain	650	07/01/18	12,419	13,040	13,692	14,377	15,096	15,850		20,050	PMG
Police Evidence Technician	260	07/01/18	5,253	5,516	5,792	6,082	6,386			6,436	AFSCME
Police Lieutenant	640	07/01/18	10,827	11,368	11,937	12,533	13,160	13,818		17,480	PMG
Police Officer	600	07/01/18	5,906	6,201	6,511	6,837	7,178	7,537	7,914		POA
Police Officer (Continuation of Steps)	600	07/01/18						8,310 (H)	8,725 (I)	12,782	POA
Police Records Clerk (Part 1 of 2)	110	07/01/18	3,898	4,093	4,298	4,513	4,739			4,789	AFSCME
Police Records Clerk (Part 2 of 2)	180	07/01/18	4,512	4,738	4,975	5,224	5,485			5,535	AFSCME
Police Records Supervisor	540	07/01/18	6,590	6,920	7,266	7,629	8,010			8,060	MPC
Police Sergeant	625	07/01/18	8,389	8,809	9,249	9,711	10,197	10,707		15,686	POA
Police Services Administrator	830	07/01/18	8,261	8,674	9,108	9,563	10,041			10,091	MPC
Power Company Manager	920a	07/01/18	11,176				13,583			13,583	Mgmt Group
Property and Evidence Coordinator	410	07/01/18	5,999	6,299	6,614	6,945	7,292			7,342	AFSCME
Public Works Superintendent	880	07/01/18	9,230	9,691	10,176	10,685	11,219			11,269	MPC
Public Works Supervisor	530	07/01/18	6,601	6,931	7,278	7,642	8,024			8,074	MPC
Purchasing Analyst	720	07/01/18	7,037	7,389	7,758	8,146	8,553			8,603	MPC
Records Specialist	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	AFSCME
Recreation Coordinator	230	07/01/18	5,055	5,308	5,573	5,852	6,145			6,195	AFSCME
Recreation Supervisor	550	07/01/18	6,603	6,933	7,280	7,644	8,026			8,076	MPC
Redevelopment Project Manager	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Revenue Operations Supervisor	745	10/15/18	7,238	7,600	7,980	8,379	8,798			8,848	
Senior Administrative Analyst	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Senior Civil Engineer	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Senior Combination Building Inspector	760	07/01/18	7,328	7,694	8,079	8,483	8,907			8,957	MPC
Senior Financial Analyst	790	07/01/18	8,200	8,610	9,040	9,492	9,967			10,017	MPC
Senior Human Resources Analyst	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Senior Planner	840	07/01/18	8,326	8,742	9,179	9,638	10,120			10,676	MPC
Senior Redevelopment Project Manager	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Sweeper Operator	140	07/01/18	4,148	4,355	4,573	4,802	5,042			5,294	Teamsters
Utility Lineworker	420	02/19/19	6,011	6,312	6,628	6,959	7,307			7,453	Teamsters
Utility Supervisor	810	07/01/18	8,755	9,193	9,653	10,136	10,643			10,693	MPC
Utility Technician - (Electric/Gas)	805	07/01/18	7,711	8,097	8,502	8,927	9,373			9,842	Teamsters
Water Instrument/Maintenance Technician	480	07/01/18	7,040	7,392	7,762	8,150	8,558			8,986	Teamsters
Water Instrument/Maintenance Technician	750	07/01/18	8,150	8,557	8,985	9,434	9,906			10,401	Teamsters
Water Maintenance Mechanic I	480	07/01/18	7,040	7,392	7,762	8,150	8,558			8,986	Teamsters
Water Maintenance Mechanic II	750	07/01/18	8,150	8,557	8,985	9,434	9,906			10,401	Teamsters
Water Plant Apprentice Operator	200	07/01/18	4,801	5,041	5,293	5,558	5,836			6,128	Teamsters
Water Plant Operator	560	07/01/18	7,071	7,425	7,796	8,186	8,595			9,755	Teamsters
Water Plant Superintendent	883	07/01/18	9,692	10,177	10,686	11,220	11,781			12,231	MPC
Water Plant Supervisor	810	07/01/18	8,755	9,193	9,653	10,136	10,643			11,935	MPC
Water Quality Analyst I	380	07/01/18	6,198	6,508	6,833	7,175	7,534			7,911	Teamsters
Water Quality Analyst II	710	07/01/18	7,462	7,835	8,227	8,638	9,070			9,524	Teamsters

CLASSIFICATION	RANGE	START	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	Max/w incentives	UNIT
SEASONAL CLASSIFICATIONS ARE NOT ELIGIBLE FOR INCENTIVES											
Expert Consultant	0910	03/16/15	30.00				100.00				n/a
High School Intern	0550	01/01/19					12.00				n/a
Intern (college-level)	0510	01/01/19	13.50		15.00		16.50		18.00		n/a
Maintenance Aide	0530	01/01/19	12.37	13.03	13.74	14.48	15.25	16.06	16.92	17.82(H) 18.76(I)	19.76(J) 20.81(K)
Maintenance Helper	0520	01/01/19					12.00				n/a
Police Officer Trainee	6009	07/01/18	28.39	20% less than Police Officer Step A							n/a
Recreation Leader I	0550	01/01/19					12.00				n/a
Recreation Leader II	0560	01/01/19	12.50		13.00		13.50				n/a
Recreation Leader III	0570	06/17/13	13.00	14.00	15.00	16.00	17.00	18.00	19.00		20.00 (H)

*Please see Benefit Matrix for education incentives, holiday pay and shift differential.

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)
Amending Previously Adopted Employee) RESOLUTION No. 19-
Pay and Listing All Employee Compensation)
on a Publicly Available Master Pay Schedule)

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the California Public Employees' Retirement System (CalPERS), has requested all CalPERS employers list their compensation levels on one document, approved and adopted by the governing body, in accordance with California Code of Regulations, Title 2, Section 570.5, and meeting all of the following requirements thereof:

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- Identifies the position title for every employee position;
- Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- Indicates an effective date and date of any revisions;
- Is retained by the employer and available for public inspection for not less than five years; and
- Does not reference another document in lieu of disclosing the pay rate; and

WHEREAS, the City now desires to amend previously approved compensation levels for all bargaining groups and all compensation plans of the City of Pittsburgh in one publicly available master pay schedule;

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

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated.

Section 2. The City Council adopt this Resolution amending previously approved compensation levels for all bargaining groups and all compensation plans of the City of Pittsburgh in one publicly available master pay schedule.

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

PASSED AND ADOPTED by the City Council of the City of Pittsburg on the 4th day of March 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving a Consultant Agreement for Design of Contract 2017-02, Stoneman Avenue Intersection Improvements Project

MEETING DATE: March 4, 2019

EXECUTIVE SUMMARY

Contract 2017-02, Stoneman Avenue Intersection Improvements Project (the “Project”) is for safety improvements at three intersections on Stoneman Avenue. This resolution will authorize a Consultant Agreement with TJKM in the amount of \$131,129 for design of the Project.

FISCAL IMPACT

A Highway Safety Improvement Program (HSIP) Cycle 8 grant was awarded to the City in the amount of \$880,000. This grant does not require matching funds from the City. The proposed design fee for the Project is \$131,129 which is within the previously adopted budget for design of the Project.

The Budget Summary is attached to this report.

RECOMMENDATION

City Council adopt the attached resolution approving a Consultant Agreement with TJKM in the amount of \$131,129 for design of the Project and authorizing the City Manager to execute the Agreement.

BACKGROUND

City staff identified a need to improve safety conditions on Stoneman Avenue from Harbor Street to Loveridge Road. On July 29, 2016, staff applied for the Cycle 8 HSIP grant funding for improvements on Stoneman Avenue. The grant application was approved, and the City was awarded a grant in the amount of \$880,000 to fund both design and construction of the Project.

The Project includes installation of pedestrian activated High-Intensity Activated Crosswalk (HAWK) beacon for existing crosswalks at three intersections on Stoneman Avenue (at Meadowbrook Avenue, Meadowbrook Circle, and Briarcliff Drive) and other safety improvements to striping and signage.

On February 2, 2018, Statements of Qualifications (SOQ) were received from various consultants and were evaluated by staff. TJKM was ranked as the most qualified based on the SOQ they submitted.

On February 5, 2018, City Council adopted a resolution accepting the \$880,000 HSIP grant and establishing a budget in the amount of the grant.

TJKM has submitted a proposal in the amount of \$131,129 for design of the Project.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

TJKM was selected for design of the Project based on their familiarity with the grant funded projects, their staff expertise, schedule, and previous history of providing traffic engineering design services to the City. Staff will return to the City Council for award of a construction contract at a later date.

ATTACHMENTS: Resolution
 Budget Summary
 Contract

Report Prepared By: Gina Haynes, Senior Civil Engineer

Contract 2017-02, Stoneman Avenue Intersection Improvements Project

Project Funding

Highway Safety Improvement Program (HSIP) Grant	\$880,000
Funding Total	\$880,000

Project Expenditures:

Design: (Code 2122)	Consultant Design	\$131,129
	Subtotal	\$131,129

Miscellaneous: (Code 1399)	Advertising	\$1,000
	Reproduction	\$1,000
	Postage	\$1,000
	Subtotal	\$3,000

Construction: (Code 2281)	Construction	\$618,871
	Construction Contingency (~10%)	\$60,000
	Material Testing	\$5,000
	Subtotal	\$683,871

Staff Time: (Code 1101)	Staff Design	\$4,000
	Staff Design Management	\$27,000
	Subtotal	\$31,000

Admin: (Code 2372)	Staff Design	\$4,000
	Staff Construction Management	\$27,000
	Subtotal	\$31,000

Estimated Total Expenditures	\$880,000
-------------------------------------	------------------

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Authorizing a Consultant)
Agreement For Design of Contract)
2017-02 Stoneman Avenue Safety)
Improvements Project)

RESOLUTION NO 19-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the City has been awarded, a Federal Highway Safety Improvement Program (HSIP) Cycle 8 grant in the amount of \$880,000 for Contract 2017-02, Stoneman Avenue Intersection Improvements Project (the "Project"); and

WHEREAS, the Project includes installation of pedestrian activated High-Intensity Activated Crosswalk (HAWK) beacon for existing crosswalks at three intersections on Stoneman Avenue (at Meadowbrook Avenue, Meadowbrook Circle, and Briarcliff Drive) and other safety improvements to striping and signage; and

WHEREAS, on February 2, 2018, Statements of Qualifications (SOQ) were received from various consultants and were evaluated by staff; and

WHEREAS, on February 5, 2018, the City Council adopted Resolution 18-13428, accepting the HSIP Cycle 8 grant and establish a budget for the Project in the amount of the grant; and

WHEREAS, TJKM was ranked as the most qualified based on the SOQ they submitted; and

WHEREAS, TJKM has submitted a proposal in the amount of \$131,129 for design of the Project; and

WHEREAS, staff requests authorization for the City Manager to execute a Consultant Agreement with TJKM in the amount of \$131,129 for design of the Project.

NOW, THEREFORE, the City Council finds and determines 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.

The City Council hereby authorizes the City Manager to execute a Consultant Agreement with TJKM in the amount of \$131,129 for design of the Project.

Section 3.

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

Section 4.

This Resolution shall take effect immediately upon adoption.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
[TJKM]
(design professionals)**

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburgh ("City") and TJKM ("Consultant") (together referred to as the "Parties") as of March 4, 2019 (the "Effective Date").

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

1.1 Performance Period.

- a. This contract shall go into effect on (**03/04/19**), contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's Contract Administrator. The contract shall end on (**06/04/20**), unless extended by contract amendment.
- b. Consultant is advised that any recommendation for contract award is not binding on City until the contract is fully executed and approved by City.

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

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. Allowable Costs and Payments. City hereby agrees to pay Consultant a sum not to exceed One Hundred Thirty-One Thousand One Hundred Twenty-Nine Dollars \$(131,129), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement.

This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- a. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to Consultant for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- b. The specified rate to be paid for vehicle expense for Consultant's field personnel shall be per approved Cost Proposal. This rate shall be for a fully equipped vehicle, with radio and flashing yellow light (if needed), as specified in work scope of this contract. The specified rate to be paid for equipment shall be, as listed in Attachment (Exhibit B).
- c. The method of payment for this contract, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds City approved overhead rate set forth in the approved Cost Proposal. In the event, City determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by City may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in section 2 shall not be exceeded unless authorized by contract amendment.
- d. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- e. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

- f. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, City shall have the right to delay payment or terminate this Contract in accordance with the provisions of section 8.1 Termination.
- g. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- h. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by City's Contract Administrator of an itemized invoice. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due City including any equipment purchased under the provisions of section 3.1 Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to City's Contract Administrator at the following address:

City of Pittsburg
Engineering Division
Attn. Gina Haynes
65 Civic Avenue
Pittsburg, CA 94565

- i. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by City's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- 2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

2.3 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.4 Final Payment. Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60-day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.5 Reimbursable Expenses. Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

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

2.7 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

3.1 Equipment Purchase.

- a. Prior authorization in writing, by City's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by City's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased as a result of this contract is subject to the following:
"Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

- 4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

- d. The policy shall cover inter-insured suits and include a “separation of Insureds” or “severability” clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the Consultant’s errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

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

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

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

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.

4.4.4 Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 Subcontracting.

- a. Nothing contained in this contract or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant.
- b. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by City's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

- c. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by City.
- d. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- e. Any substitution of subconsultant(s) must be approved in writing by City's Contract Administrator prior to the start of work by the subconsultant(s).

4.4.7 Excess Insurance. If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in

any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section 5.1 shall survive any expiration or termination of this Agreement.

- 5.2 PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF Consultant.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.
- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 State Prevailing Wage Rates.

- a. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- c. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination.

- a. City reserves the right to terminate this contract upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice.
- b. City may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, City may proceed with the work in any manner deemed proper by City. If City terminates this contract with Consultant, City shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to City exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

8.2 Amendments. The parties may amend this Agreement only by a writing signed by the parties hereto.

8.3 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

8.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.5.1 Immediately terminate the Agreement;

- 8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.
- 8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.
- 9.2 **Retention of Records/Audit.** For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make

such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

9.3 Audit Review Procedures.

- a. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by City's Finance Director.
- b. Not later than 30 days after issuance of the final audit report, Consultant may request a review by City's Finance Director of unresolved audit issues. The request for review will be submitted in writing.
- c. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this contract.
- d. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by City contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Conflict of Interest.**
- a. Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing City construction project, which will follow. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
 - b. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

- c. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

10.7 Rebates, Kickbacks or Other Unlawful Consideration

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

10.8 Prohibition of Expending City State or Federal Funds for Lobbying

- A. Consultant certifies to the best of his or her knowledge and belief that:
 - a. No state, federal or City appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a

civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

10.9 Statement of Compliance.

- a. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- b. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the five applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.
- c. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or

subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- d. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

10.10 Debarment and Suspension Certification.

- a. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.
- b. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- c. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

10.10 Cost Principles And Administrative Requirements.

- a. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

- b. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- c. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

10.11 Disadvantaged Business Enterprises (DBE) Participation.

- a. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- b. The goal for DBE participation for this contract is 12 %. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- c. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate.
- d. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- e. DBE firm may be terminated only with prior written approval from City and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting City consent for the termination, Consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

- f. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- g. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- h. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- i. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- j. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by Consultant or Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

- k. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to City's Contract Administrator within 30 days.

10.12 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.13 Notices. Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant: TJKM
4305 Hacienda Dr., Suite 550
Pleasanton, CA 94588

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

10.14 Professional Seal. Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."

10.15 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control to the extent there are any inconsistencies between the Exhibits and the Consultant's Proposal, the Exhibits shall control.

Exhibit A Scope of Services
Exhibit B Compensation Schedule

10.16 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.17 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.18 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

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

CITY OF PITTSBURG

CONSULTANT

Garrett Evans, City Manager

Nayan Amin, TJKM President

Attest:

Alice E. Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

EXHIBIT A
SCOPE OF SERVICES

Project Work Plan

Based on our initial field review of the project site and knowledge of the area, our team will carry out all of the tasks as described in detail below for this project.

Task 1 – Project Management

Task 1.1 – Project Initiation

Objective: *The objective of this task is to meet and discuss the overall objectives of the project, to discuss the extent of existing information for the project, establish lines of communication, and to review and finalize the scope in detail.*

The TJKM Team will prepare an agenda for a project initiation or kick-off meeting. Our preliminary agenda for the meeting will include, but not limited to:

- Introductions/goals of the meeting
- Contact information, protocol for communicating project information
- Schedule/required time for City reviews
- The TJKM Team will request the following items prior to the kick-off meeting and identify discussion items for the meeting:
 - Aerial photos in digital form, if available (or Google Earth Professional would be used)
 - GIS information in AutoCAD format
 - City Base maps and copies of any previous plans and street improvement plans in the project area and studies
 - Sample construction documents from previous projects in electronic format
 - Utility contact information
 - Electrical as-builts for the In Pavement Lighted Crosswalk Warning Systems at the existing crosswalks
 - Civil design plans for the bulbout at Meadowbrook Circle/Stoneman Avenue intersection
 - HSIP application materials
 - Updated City standard specifications
 - Other issues, as appropriate
 - Milestones and invoicing format
 - Project Schedule

At the conclusion of the kickoff meeting, the TJKM Team will prepare minutes and distribute them to all meeting participants. We will also prepare and e-mail a project contact list based upon the sign in sheet at the meeting, plus business cards collected.

Deliverables

➡ *Schedule, meeting minutes*

Task 1.2 – Project Management

TJKM will manage the schedule and budget throughout the duration of the project. The City will take the lead on obtaining NEPA clearance through the Caltrans Local Assistance Program process for receiving federal funds. City will take the lead in preparing the E-76 forms necessary for obtaining the Request for Authorization for construction approval from Caltrans Local Assistance Program.

TJKM will maintain frequent and timely communication with the City during the design and construction phase of the project. A biweekly conference call can be scheduled with the City's Project Manager to go over outstanding issues and work completed in the previous two weeks and work to be conducted over the next few weeks.

TJKM will prepare meeting minutes at all the meetings attended and provide action item logs for subsequent follow-up via email. We have budgeted meetings at the following stages:

- Kickoff Meeting
- Field Review Meeting with City Project Manager
- Review of 35% Submittal
- Review of 65% Submittal
- Review of 95% Submittal

Additional meetings can be conducted with a contract amendment and billed on a time and materials basis.

The TJKM Team will coordinate with PG&E with service connections and prepare the commercial service application. The City will pay the associated application/service fees for required upgrades.

A project schedule has been prepared using MS Project. The schedule will be updated and provided to the City at each plan submittal round per the RFP.

The TJKM Team will conduct their quality assurance/quality control over the work deliverables prepared for the City.

Deliverables

➔ *Project schedule updates, meeting minutes, E-76 forms, PG&E service forms*

Task 2 – Preliminary Design 35% PS&E

Topographic Survey:

Bellecci will perform 2.5 days of field surveying at three bulbout locations on Stoneman. Bellecci will prepare a digital topographic survey map at the bulbout locations containing both planimetry and elevation data. Contours will be provided at 1 foot intervals with spot locations provided at 50 feet on center. The project will be mapped to a precision of 1"=20'. The approach for this task includes performing a terrestrial topography of the bulbouts with a two-man field crew utilizing a Trimble S7 total station. The field crew will establish site control with Trimble R10 GPS equipment supported by a subscribed GPS/GNSS network operated by "California Survey & Drafting Supply".

Field topographic surveys will be conducted to locate surface evident utilities. The mapping includes water valves, gas valves, identification of dry utility vaults, storm drain manholes and inlets with pipe sizes and pipe invert elevations, sanitary sewer manholes with pipe sizes and pipe inverts, and other surface evident utilities as may be encountered. The survey will be performed at the intersections of Meadowbrook Circle and Stoneman and Meadowbrook Avenue and Stoneman.

Deliverable:

- ➔ *Bellecci will provide a single CAD file in AutoCAD format (DWG) for DTM and mapping. Which includes*
- ➔ *1. One reproducible copy of topography with boundary overlay and professional wet-stamp.*
- ➔ *2. Two bond prints.*
- ➔ *3. Auto CAD Civil 3D drawing on CD.*

TJKM will prepare functional design drawings for the HAWK systems. The plans will provide the layout of the proposed traffic signal equipment, including, but not limited to, locations of the new traffic signal poles, cabinets, detection, UPS system, internally illuminated LED street name signs, intersection safety lighting, audible pedestrian push buttons, and roadside signs. Design will be in accordance with Caltrans design standards, CA MUTCD guidelines, and the City of Pittsburg's current design standards. Technical

specifications will be per Caltrans Standard Specifications format. Signing and striping plans will be prepared in AutoCAD format at a 1"=40' scale using CAMUTCD guidelines and Caltrans Standard Plans and specifications.

Radar speed feedback signs will be shown on the signing and striping plans. A detail sheet will be prepared of the mounting of the sign and solar panel.

The preliminary plans will be developed with adequate detail for conveying the design intent, final geometry, and key design elements. The major goal of this phase is to fully define the project limits and identify previously unknown constraints or impacts.

TJKM will also prepare utility notification letters to third party utility owners, and place the information into CAD and show them on the plans. The plans will contain sufficient detail for submittal and review by the City to understand the full intent of the project. Throughout the project, plans and specifications will be developed with the Caltrans E-76 process in mind.

Bellecci will prepare the PS&E for the curb ramp and bulb out improvements. The scope of work for Bellecci on the civil design will be to provide PS&E for the four bulbouts on Stoneman Avenue. Our proposed approach is to narrow the stripe lanes and striped median to provide additional street width for curb extensions/bulbouts. The intent of the bulbouts is to shorten the crosswalk length, provide additional space for the HAWK signal poles, and improve the visibility of the pedestrians crossing the street. The design of the bulbouts will commence after TJKM resolves the overall geometric design of the striping changes along Stoneman Avenue.

The bulbouts will create the added challenge of new low points along the Stoneman Avenue curb and gutter. A preliminary review of the site conditions indicates there are curb inlets in close proximity of the future bulbouts. To minimize the cost of the bulbout construction the drainage for the bulbouts will be along the existing gutter with a pedestrian type cover at the gutter crossings into the bulbout area. During the 30% submittal phase consultant will provide 2 or 3 PDF images of alternatives for the bulbout gutter crossing. Factors in determining the selection of the cover system will be maintenance, drainage capacity and avoidance of vandalism.

The plans for the bulbouts will be a 1"=10' scale enlarged plan with two bulbouts on each plan sheet. The bulbout enlargement plan for each corner will be a composite plan sheet to include: layout, surface improvement, utility callouts, plan view grading, and demolition notes. The grading design will be a plan view of the curbs with FL and TC grades called out in plan view. The base mapping for existing utilities will be collected from available City record drawings and from utility companies. Bellecci will send out utility mapping request letters to each utility company, using a list of know utility company contacts provided by the City. Potholing by the general contractor will be required, and the bulbout enlargement plans will include approximate locations for the proposed potholing during construction.

The new bulbouts will minimize impacts to the existing sidewalks and driveways, which are to remain. The new bulbout designs will include an ADA compliant ramp and standard PPC concrete sidewalk surrounding the curb ramp. The sidewalk details, curb ramp details, trench details, and curb and gutter details will refer to the City standard plans. Bellecci will prepare technical specifications, with no measurement or payment clauses, at this stage of design.

The TJKM Team will provide the City with a list of any facilities belonging to the utility companies that will need to be adjusted as a result of the proposed construction.

The TJKM Team will also provide an updated project schedule, prepare a preliminary construction schedule, and 35% Engineer's probable construction cost estimate, and provide cut sheets of equipment/appurtenances that are planned for the project.

The City will undertake the environmental clearance documentation preparation for NEPA and CEQA clearance

Deliverables

- ➔ *topo file for DTM and base map in AutoCAD format*
- ➔ *Two full size (22"x34") and two half size (11"x17") sets of the 30% plans*
- ➔ *Preliminary details, topographic survey in AutoCAD format*
- ➔ *Project schedule, preliminary construction schedule, 30% cost estimate, equipment cut sheets, list of utility facilities requiring adjustment*

Task 3 – 65% Submittal Plans, Specifications, and Estimate (PS&E)

Note: *The TJKM Team will proceed on this task only after receiving approval from the City and Caltrans Local Assistance Program on approval of NEPA clearance.*

The TJKM Team will review with the City and receive one set of non-conflicting comments from the City on the conceptual plans (35% PS&E) and incorporate them into the 65% PS&E. In this stage of the design submittal to the bid package, TJKM will prepare the project plans, which will include the following sheets:

- Cover Sheet
- General Note Sheet
- Civil Notes, Details
- Curb Ramp and Bulbout Layout Sheets
- HAWK Installation Plans
- Conductor and Equipment Schedule
- Signing and Striping Plans
- Electrical Detail Sheets
- Radar Speed Feedback Sign Detail

Our design approach entails the following design tasks:

- The TJKM Team will prepare 65% design plans for the project improvements in AutoCAD format.
- The TJKM Team will prepare an Engineer's construction cost estimate and technical special provisions describing each item on the bid schedule and their requirements, and verify that construction costs are within the existing City budget. The Engineer's construction cost estimate will be prepared in Excel electronic format. Any revisions to the technical special provisions will be recommended to the City.
- Special provisions with track changes format prepared including bid schedule, and measurement and payment provisions, list of submittals during construction, and list of information available to Bidders, with disclaimer.
- Specifications to be Arial, 12 point font.
- Coordinate with PG&E for any service upgrades.
- Each PS&E review submittal set will also address any comments or revisions required from the City in the previous plan check submittal. Responses to comments will be documented and included with the submittal.
- The TJKM Team will meet with City staff, as needed, to review comments and recommendations. A comment matrix will be prepared illustrating how TJKM addressed each review comment. The original red-line markup of the previous submittal will be returned back to the City with the 65% submittal.
- Complete right of way Caltrans Exhibit 13-A short form.

- Preparation of Caltrans Exhibits 12-A – Estimate form.

TJKM will coordinate with PG&E for service point locations for the HAWK signals.

Deliverables

- ➔ *Two full size (22"x34") and two half size (11"x17") sets of the 65% plans*
- ➔ *Technical specifications and cost estimate in form of the bid schedule*
- ➔ *Review comment matrix*
- ➔ *Redline markup from previous round*
- ➔ *E-76 13-A and 12-A forms and required language per CLAP Manual*
- ➔ *Utility conflicts have been resolved or a timeline for resolution of issues has been determined*
- ➔ *Other supporting documentation, as necessary*

Task 4 – 95% Final Check Submittal (PS&E)

At this stage, the plans and special specifications will be almost ready for bidding for construction. Also, service upgrade contracts from PG&E will be obtained during this stage of the project, if needed. The cost estimate will be refined based on any comments received from the City and the front-end boilerplate specifications, such as insurance forms, and supplemental general provisions, from the City will be incorporated into one complete specification package. The TJKM Team will:

- Coordinate and review the approved 65% PS&E with City staff and revise based on comments and discussions.
- Prepare 95% construction drawings, contract special provisions and technical specifications, and a final construction cost estimate (Excel format).

Deliverables

- ➔ *Updated signal timing sheets*
- ➔ *Two full size (22"x34") and two half size (11"x17") sets hardcopies, technical project specifications and special provisions, construction cost estimate, and an electronic version of the PS&E*
- ➔ *Responses to comments on the 65% submittal, along with return of mark-ups*
- ➔ *Calculation sheet for Contractor's DBE requirements*
- ➔ *Other supporting documentation, as necessary*

Task 5 – 100% Final Check Submittal (PS&E)

At this stage, the plans and special specifications will be ready for bidding for construction. The E-76 for construction will be obtained during this stage of the project.

The cost estimate will be refined based on any comments received from the City and the front-end boilerplate specifications, such as insurance forms, and supplemental general provisions, from the City will be incorporated into one complete specification package.

The TJKM Team will:

- Coordinate and review the approved 95% PS&E with City staff and revise based on comments and discussions
- Prepare final construction drawings, contract special provisions and technical specifications, and a final construction cost estimate (Excel format); these documents shall be construction ready
- Prepare bid package, including a revised bid schedule and list of submittals
- Calculation sheet for Contractor's DBE goal requirements

Deliverables

- ➡ *Two full size (22"x34") and two half size (11"x17") sets hardcopies, technical project specifications and special provisions, construction cost estimate, and an electronic version of the PS&E*
- ➡ *Responses to comments on the 95% submittal, along with return of mark-ups*
- ➡ *Other supporting documentation, as necessary*

Task 6 – Final Submittal (Bid Package)

At this stage, the contract documents are ready for bidding. The TJKM Team will coordinate the plans and technical specifications with the City's front-end bid instructions, standard provisions, and revised special provisions ready for the City to bid for construction.

The TJKM Team will:

- Coordinate with City staff for review of bid package
- Revise based on comments and discussions
- Prepare bid package, including a bid schedule and list of submittals
- Submit final plans and specifications, and disk with the electronic files to City staff; Final plans will be provided in electronic file in AutoCAD format and in PDF format; One hardcopy will be in 22"x34" size; Each plan sheet will be stamped and signed by the Engineer of Record registered civil engineer, in accordance with California State Law
- Prepare complete special provisions, technical specifications stamped and signed on the table of contents sheet by the Engineer of Record, one hard copy printed single sided only; If there are more than one Engineer of Record, the engineer will stamp and sign the table of contents for only that/those section(s) that applies to each engineering discipline
- Provide a digital copy of all work products and supporting work
- Provide a final project schedule update
- Provide a final construction cost estimate

Deliverables

- ➡ *Bid Package, as required and approved by the City*

Task OS1 – Pavement Maintenance

Bellecci will prepare design plans for pavement rehabilitation consisting of crack sealing and slurry sealing. The project limits are from Briarcliff Drive to Meadowbrook Avenue, a distance of approximately 1300 feet. Other pavement rehabilitation methods will require a revised scope and budget proposal.

Task OS2 – Bidding Support Phase

During the bid process as an optional service, the TJKM Team will answer bidder's questions and provide clarifications to the bid questions. We will respond to Requests for Information (RFIs). We will providing information to include in addendum, City to prepare and issue). We will prepare conformed documents, as necessary.

Deliverables

- ➡ *Addendum(s), clarifications, conformed documents, as necessary*

EXCEPTIONS TO THE SCOPE OF SERVICES

Please note that the following are not included in the Work Plan detailed above:

- Traffic counts
- Traffic signal timing sheets
- Environmental clearance documentation
- Construction Support
- Traffic Handling Plans
- Drainage design
- Right-of-way takes
- Hazardous waste testing, monitoring, and contingency plan for both site and building demolition work
- Geotechnical monitoring
- Potholing
- Construction management, inspection, supervision, and scheduling
- Gas, electric, and telephone service design plans
- Record Survey Maps, Tentative Maps, Parcel Maps, Final Maps, and legal descriptions and sketches
- Construction staking

COMPENSATION SCHEDULE

[illegible]

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Consultant

By: _____

Title: _____

2784982.1



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Request for Approval by Minute Order of Support for Pittsburg Unified School District's Pursuit of K12 Strong Workforce Program Grant Funding

MEETING DATE: March 4, 2019

EXECUTIVE SUMMARY

Staff has received a request asking for support of the Pittsburg Unified School District's (PUSD) pursuit of grant funding from the K12 Strong Workforce Program Grant.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Direct staff to draft and forward a letter of support from the City of Pittsburg to PUSD for its K12 Strong Workforce Program Grant application.

BACKGROUND

PUSD's Pittsburg High School (PHS) is applying for a K12 Strong Workforce Program grant for their Automotive program. Currently, PHS offers two Auto classes: an introductory level class and a second-level class. Both currently offer typical automotive curriculum. The grant being applied for will upgrade this program to include autonomous vehicles. If funded sufficiently, this could be the first high school program of its kind in the nation, according to Contra Costa Transportation Authority (CCTA).

The high school's primary partner is CCTA. This agency is charged with alleviating the problems of bay area traffic in the East Bay area. Since the possibility of building more highways is nearly impossible, they are focusing their efforts on using technology to solve traffic problems. Autonomous vehicles will be a large part of this solution.

SUBCOMMITTEE FINDINGS

There was no subcommittee meeting on this topic.

STAFF ANALYSIS

The future of transportation is already here, and Contra Costa County is on the leading edge. Pittsburg Unified School District and Pittsburg High School are poised to be as well. By building up this leading edge program here in Pittsburg, we are giving our future workforce - our youth - unprecedented access to careers that will give them enormous advantages in the not-so-distant future of the automotive and transportation industry sectors.

Staff is recommending support for PUSD's Workforce Development Program grant pursuit. In addition to providing a unique and modern learning experience for local students, the City of Pittsburg stands to benefit from the partnership between PUSD and CCTA. CCTA has expressed interest in manufacture driverless shuttles in the City using 3D printing technology. This translates to potential jobs and economic development.

ATTACHMENTS: Grant Background
 Letter of Support

Report Prepared By: Sara Bellafronte, Administrative Analyst II

K12 Strong Workforce Program Background Information

What is K12 Strong Workforce Program?

The California Community Colleges Chancellor's Office (CCCCO), in partnership with the California Department of Education (CDE), is pleased to announce the K12 Strong Workforce Program (K12 SWP). Beginning in 2018-2019, Education Code §§ 88827 establishes the kindergarten through 12th grade component of the Strong Workforce Program appropriating \$150,000,000 in annual ongoing career education funding to strengthen the pathways for students from secondary to post-secondary education.

K12 SWP intends to create, support, and/or expand high-quality career education programs at the K12 level that are aligned with the workforce development efforts occurring through the community college Strong Workforce Program and regional priorities.

Goal of K12 Strong Workforce Program

The goal of the K12 Strong Workforce Program is to increase the levels of college and career readiness among students which will support their successful transition from secondary education to post-secondary education and, ultimately, to career.

Implementation of K12 Strong Workforce Program

Eligible LEAs that can apply for funding are requested to participate in a collaborative process and form an application consisting of one or more of any combination of the following eligible applicants:

- School districts
- County offices of education
- Charter schools
- Regional occupational centers or programs operated by a joint powers authority, provided that the application has the written consent of each participating local educational agency

From October 31 through December 12, 2018, a series of Regional Consortium Engagement Meetings will begin the formal collaborative process for accessing K12 SWP funding and finding out next steps for applications. Many regions will offer multiple engagement meeting dates. To determine which regional consortium meeting your LEA representative should attend, please check the Regional List of Eligible LEAs. This list was co-developed with CDE databases, but if your LEA is not listed, please send an email to k12swp@cccco.edu.



City of Pittsburg

65 Civic Avenue • Pittsburg, California 94565

March 5, 2019

Dr. Janet Schulze
Pittsburg Unified School District Superintendent
2000 Railroad Avenue
Pittsburg, CA 94565

Superintendent Schulze,

On behalf of the City of Pittsburg, I am writing to express our support of the PUSD's pursuit of grant funding for its Workforce Development Program. The K12 Strong Workforce Program Grant goal is to strengthen pathways for students from secondary to post-secondary education. The City is enthusiastic to support such a program that provides local students with a unique and modern learning experience that can be applied to improve their futures.

Pittsburg has historically been a business-friendly community, supporting commercial enterprises from local restaurants, to global industry, to specialized manufacturing. Support of trades like auto repair, especially auto repair for cutting edge technologies, is a high priority for the City. This priority cannot be achieved without meaningful engagement of our youth.

The future of transportation is already here, and Contra Costa County is on the leading edge. The City believes that Pittsburg Unified School District and Pittsburg High School are poised to be as well. By building up this leading-edge program here in Pittsburg, we are giving our future workforce – our youth - unprecedented access to careers that will give them enormous advantages in the not-so-distant future of the automotive and transportation industry sectors. The City therefore appreciates PUSD's Workforce Development Program efforts and is confident that this effort will provide meaningful growth and exposure to Pittsburg High School students.

Sincerely,

Juan Antonio Banales
Mayor
City of Pittsburg



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Request for Approval by Minute Order of Support for H.R. 432 – Contra Costa Canal Transfer Act

MEETING DATE: March 4, 2019

EXECUTIVE SUMMARY

Staff has received a request asking for support of H.R. 432 introduced by Congressman Jerry McNerney and Congressman Mike Thompson. The act would transfer the title of the Contra Costa Canal (the Canal) from the US Bureau of Reclamation to the Contra Costa Water District (CCWD).

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Direct staff to draft and forward a letter of support from the City of Pittsburg for H.R. 432.

BACKGROUND

Transfer of title of the Canal from the US Bureau of Reclamation to the CCWD would increase local decision making and control.

SUBCOMMITTEE FINDINGS

There was no subcommittee meeting on this topic.

STAFF ANALYSIS

Staff is recommending support for H.R. 432 in the form of a letter of support. The City is currently in the early stages of redeveloping a 100-acre piece of land into 24 four-acre parcels for commercial use called Technology Park. The Canal runs through the heart of this proposed development. If CCWD is given title of the Canal, the City of Pittsburg will be able to coordinate project logistics for Technology Park with decision-makers based in

Contra Costa County rather than federal employees in a Bureau of Reclamation regional office in Sacramento.

ATTACHMENTS: Bill Text
 Letter of Support

Report Prepared By: Sara Bellafronte, Administrative Analyst II

H. R. 432

To authorize the Secretary of the Interior to convey certain land and facilities of the Central Valley Project.

IN THE HOUSE OF REPRESENTATIVES

JANUARY 10, 2019

Mr. DESAULNIER (for himself, Mr. MCNERNEY, and Mr. THOMPSON of California) introduced the following bill; which was referred to the Committee on Natural Resources

A BILL

To authorize the Secretary of the Interior to convey certain land and facilities of the Central Valley Project.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the “Contra Costa Canal Transfer Act”.

SEC. 2. DEFINITIONS.

In this Act:

(1) **ACQUIRED LAND.**—The term “acquired land” means land in Federal ownership and land over which the Federal Government holds an interest for the purpose of the construction and operation of the Contra Costa Canal, including land under the jurisdiction of—

(A) the Bureau of Reclamation;

(B) the Western Area Power Administration; and

(C) the Department of Defense in the case of the Clayton Canal diversion traversing the Concord Naval Weapons Station.

(2) **CONTRA COSTA CANAL.**—

(A) IN GENERAL.—The term “Contra Costa Canal” means the Contra Costa Canal Unit of the Central Valley Project, which exclusively serves the Contra Costa Water District in an urban area of Contra Costa County, California.

(B) INCLUSIONS.—The term “Contra Costa Canal” includes pipelines, conduits, pumping plants, aqueducts, laterals, water storage and regulatory facilities, electric substations, related works and improvements, and all interests in land associated with the Contra Costa Canal Unit of the Central Valley Project in existence on the date of enactment of this Act.

(C) EXCLUSION.—The term “Contra Costa Canal” does not include the Rock Slough fish screen facility.

(3) CONTRA COSTA CANAL AGREEMENT.—The term “Contra Costa Canal Agreement” means an agreement between the District and the Bureau of Reclamation to determine the legal, institutional, and financial terms surrounding the transfer of the Contra Costa Canal, including compensation to the reclamation fund established by the first section of the Act of June 17, 1902 (32 Stat. 388, chapter 1093), equal to the net present value of miscellaneous revenues that the United States would otherwise derive over the 10 years following the date of enactment of this Act from the eligible lands and facilities to be transferred, as governed by reclamation law and policy and the contracts.

(4) CONTRACTS.—The term “contracts” means the existing water service contract between the District and the United States, Contract No. 175r–3401A–LTR1 (2005), Contract No. 14–06–200–6072A (1972, as amended), and any other contract or land permit involving the United States, the District, and Contra Costa Canal.

(5) DISTRICT.—The term “District” means the Contra Costa Water District, a political subdivision of the State of California.

(6) ROCK SLOUGH FISH SCREEN FACILITY.—

(A) IN GENERAL.—The term “Rock Slough fish screen facility” means the fish screen facility at the Rock Slough intake to the Contra Costa Canal.

(B) INCLUSIONS.—The term “Rock Slough fish screen facility” includes the screen structure, rake cleaning system, and accessory structures integral to the screen function of the Rock Slough fish screen facility, as required under the Central Valley Project Improvement Act (Public Law 102–575; 106 Stat. 4706).

(7) ROCK SLOUGH FISH SCREEN FACILITY TITLE TRANSFER AGREEMENT.—The term “Rock Slough fish screen facility title transfer agreement” means an agreement between the District and the Bureau of Reclamation to—

(A) determine the legal, institutional, and financial terms surrounding the transfer of the Rock Slough fish screen facility; and

(B) ensure the continued safe and reliable operations of the Rock Slough fish screen facility.

(8) SECRETARY.—The term “Secretary” means the Secretary of the Interior.

SEC. 3. CONVEYANCE OF LAND AND FACILITIES.

(a) IN GENERAL.—Not later than 180 days after the date of enactment of this Act, in consideration for the District assuming from the United States all liability for the administration, operation, maintenance, and replacement of the Contra Costa Canal, consistent with the terms and conditions set forth in the Contra Costa Canal Agreement and subject to valid existing rights and existing recreation agreements between the Bureau of Reclamation and the East Bay Regional Park District for Contra Loma Regional Park and other local agencies within the Contra Costa Canal, the Secretary shall offer to convey and assign to the District—

(1) all right, title, and interest of the United States in and to—

(A) the Contra Costa Canal; and

(B) the acquired land; and

(2) all interests reserved and developed as of the date of enactment of this Act for the Contra Costa Canal in the acquired land, including existing recreation agreements between the Bureau of Reclamation and the East Bay Regional Park District for Contra Loma Regional Park and other local agencies within the Contra Costa Canal.

(b) ROCK SLOUGH FISH SCREEN FACILITY.—

(1) IN GENERAL.—The Secretary shall convey and assign to the District all right, title, and interest of the United States in and to the Rock Slough fish screen facility pursuant to the Rock Slough fish screen facility title transfer agreement.

(2) COOPERATION.—No later than 180 days after the conveyance of the Contra Costa Canal, the Secretary and the District shall enter into good faith negotiations to accomplish the conveyance and assignment under paragraph (1).

(c) PAYMENT OF COSTS.—The District shall pay to the Secretary any administrative and real estate transfer costs incurred by the Secretary in carrying out the conveyances and assignments under subsections (a) and (b), including the cost of any boundary survey, title search, cadastral survey, appraisal, and other real estate transaction required for the conveyances and assignments.

(d) COMPLIANCE WITH ENVIRONMENTAL LAWS.—

(1) IN GENERAL.—Before carrying out the conveyances and assignments under subsections (a) and (b), the Secretary shall comply with all applicable requirements under—

(A) the National Environmental Policy Act of 1969 ([42 U.S.C. 4321](#) et seq.);

(B) the Endangered Species Act of 1973 ([16 U.S.C. 1531](#) et seq.); and

(C) any other law applicable to the Contra Costa Canal or the acquired land.

(2) EFFECT.—Nothing in this Act modifies or alters any obligations under—

(A) the National Environmental Policy Act of 1969 ([42 U.S.C. 4321](#) et seq.); or

(B) the Endangered Species Act of 1973 ([16 U.S.C. 1531](#) et seq.).

SEC. 4. RELATIONSHIP TO EXISTING CENTRAL VALLEY PROJECT CONTRACTS.

(a) IN GENERAL.—Nothing in this Act affects—

(1) the application of the reclamation laws to water delivered to the District pursuant to any contract with the Secretary; or

(2) subject to subsection (b), the contracts.

(b) AMENDMENTS TO CONTRACTS.—The Secretary and the District may modify the contracts as necessary to comply with this Act.

(c) LIABILITY.—

(1) IN GENERAL.—Except as provided in paragraph (2), the United States shall not be liable for damages arising out of any act, omission, or occurrence relating to the Contra Costa Canal or the acquired land.

(2) EXCEPTION.—The United States shall continue to be liable for damages caused by acts of negligence committed by the United States or by any employee or agent of the United States before the date of the conveyance and assignment under section 3(a), consistent with [chapter 171](#) of title 28, United States Code (commonly known as the “Federal Tort Claims Act”).

(3) LIMITATION.—Nothing in this Act increases the liability of the United States beyond the liability provided under [chapter 171](#) of title 28, United States Code (commonly known as the “Federal Tort Claims Act”).

SEC. 5. REPORT.

If the conveyance and assignment authorized by section 3(a) is not completed by the date that is 1 year after the date of enactment of this Act, the Secretary shall submit to Congress a report that—

- (1) describes the status of the conveyance and assignment;
- (2) describes any obstacles to completing the conveyance and assignment; and
- (3) specifies an anticipated date for completion of the conveyance and assignment.



City of Pittsburg

65 Civic Avenue • Pittsburg, California 94565

March 5, 2019

The Honorable Mark DeSaulnier
Member of Congress
503 Cannon House Office Building
Washington, DC 20515

Congressman DeSaulnier,

I write to you today regarding legislation you have sponsored with Congressman Jerry McNerney and Congressman Mike Thompson, H.R. 432 – *Contra Costa Canal Transfer Act*.

The City of Pittsburg, California strongly supports H.R. 432 and urges the House of Representatives to pass this legislation. By transferring title of the Canal from the US Bureau of Reclamation to the Contra Costa Water District (CCWD), the City of Pittsburg stands to benefit from the increase in local decision-making and control. The City is currently in the early stages of redeveloping a 100-acre piece of land into 20 five-acre parcels for commercial use called Technology Park. The Canal runs through the heart of this proposed development. If CCWD is given title of the Canal, the City of Pittsburg will be able to coordinate project logistics for Technology Park with decision-makers based in Contra Costa County rather than federal employees in a Bureau of Reclamation regional office in Sacramento. This will reduce costs and speed up project approval times while simultaneously providing greater oversight for the overall project and development.

Thank you for your attention to this time and cost saving effort.

Sincerely,

Juan Antonio Banales
Mayor
City of Pittsburg



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Request for Approval by Minute Order of Support for H.R. 530 – The Accelerating Wireless Broadband Development by Empowering Local Communities Act of 2019

MEETING DATE: March 4, 2019

EXECUTIVE SUMMARY

Staff has received a request asking for support of H.R. 530 introduced by Congresswoman Eshoo. The act would repeal Federal Communications Commission (FCC) regulations that limit the ability of local governments to regulate the deployment of 5G wireless infrastructure.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Direct staff to draft and forward a letter of support from the City of Pittsburg for H.R. 530.

BACKGROUND

Last year, the FCC adopted regulations limiting the authority of cities and states to regulate small cell sites (e.g., attachments to street light and utility poles) needed for the deployment of 5G. The FCC's regulations limit the type and amount of fees cities and states may charge for profit-generating use of public property, set "shot clocks" as low as 60 days for cities and states to conduct all necessary inspections and authorize proposals, and drastically limit non-fee requirements cities and states may institute. The regulations began taking effect on January 14, 2019. The League of California Cities, along with a broad coalition of California cities, local governments and utility companies across the country have joined in suing the FCC over these regulations.

SUBCOMMITTEE FINDINGS

There was no subcommittee meeting on this topic.

STAFF ANALYSIS

Staff is recommending support for H.R. 530 in the form of a letter of support. The regulations up for repeal through H.R. 530 lack sufficient input from local leaders, leading to regulations that restrict cities from requiring carriers to meet the needs of communities in which they want to operate. The FCC's order complicates existing agreements and negotiations between cities and wireless providers by imposing a one-size-fits-all preemption of existing state and local policies. The FCC's limits on fees for use of publicly owned property by private companies is an overreach by the federal government, forcing cities to subsidize development at the cost of other critical local services. Starting with H.R. 530, staff thinks there are better solutions for effective 5G deployment that meets the diverse needs of our nation's many unique communities.

ATTACHMENTS: Bill Text
 Letter of Support

Report Prepared By: Sara Bellafronte, Administrative Analyst II

116TH CONGRESS
1ST SESSION

H. R. 530

To provide that certain actions by the Federal Communications Commission shall have no force or effect.

IN THE HOUSE OF REPRESENTATIVES

JANUARY 14, 2019

Ms. ESHOO (for herself and Ms. SPEIER) introduced the following bill; which was referred to the Committee on Energy and Commerce

A BILL

To provide that certain actions by the Federal Communications Commission shall have no force or effect.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Accelerating
5 Broadband Development by Empowering Local Commu-
6 nities Act of 2019”.

7 **SEC. 2. PRESERVATION OF RIGHTS OF STATE AND LOCAL** 8 **GOVERNMENTS.**

9 Actions by the Federal Communications Commission
10 in “Accelerating Wireless and Wireline Broadband De-

1 ployment by Removing Barriers to Infrastructure Invest-
2 ment” (83 Fed. Reg. 51867) and the Federal Communica-
3 tions Commission’s Declaratory Ruling in “Third Report
4 and Order and Declaratory Ruling” (FCC 18–111) shall
5 have no force or effect.

○



City of Pittsburg

65 Civic Avenue • Pittsburg, California 94565

March 5, 2019

The Honorable Mark DeSaulnier
Member of Congress
503 Cannon House Office Building
Washington, DC 20515

Congressman DeSaulnier,

On behalf of the City of Pittsburg, I am writing to express our support of H.R. 530, the *Accelerating Wireless Broadband Development by Empowering Local Communities Act of 2019*, and urge you to cosponsor this bill. H.R. 530 repeals recent harmful FCC regulations limiting the ability of local governments to regulate the deployment of 5G wireless infrastructure.

Last year, the FCC adopted regulations limiting the authority of cities and states to regulate small cell sites (e.g., attachments to street light and utility poles) needed for the deployment of 5G. The FCC's regulations sharply limit the type and amount of fees cities and states may charge for profit-generating use of public property, set "shot clocks" as low as 60 days for cities and states to conduct all necessary inspections and authorize proposals, and drastically limit non-fee requirements cities and states may institute. The regulations began taking effect on January 14, 2019. The League, along with a coalition of California cities, local governments and utility companies across the country have joined in suing the FCC over these regulations.

The FCC allowed industry to write these regulations without sufficient input from local leaders. This has led to regulations that restrict cities from requiring carriers to meet the needs of communities in which they want to operate. The FCC's order unnecessarily complicates existing agreements and negotiations between cities and wireless providers by imposing a one-size-fits-all preemption of existing state and local policies. The FCC's limits on fees for use of publicly owned property by private companies is an extreme overreach by the federal government, forcing cities to subsidize development at the cost of other critical local services.

We all want to ensure efficient, safe, and appropriate deployment of new broadband technology. However, this sweeping regulation is not the best approach. The City of Pittsburg urges you to support and cosponsor H.R. 530, and to work together with local

governments to find the best solution for effective 5G deployment that meets the needs of our nation's unique communities.

Sincerely,

Juan Antonio Banales
Mayor
City of Pittsburg, CA

CC: Sam Caygill, East Bay Division, League of California Cities, scaygill@cacities.org
League of California Cities (cityletters@cacities.org)



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Accepting Contract 2017-06, Downtown Sidewalk Replacement Project as Complete and Authorizing the City Engineer to File a Notice of Completion

MEETING DATE: March 4, 2019

EXECUTIVE SUMMARY

Contract 2017-06, Downtown Sidewalk Replacement Project (the "Project") was for the replacement of several areas of sidewalk in the City's downtown. This Resolution will accept the construction contract as complete and authorize the City Engineer to file a notice of completion.

FISCAL IMPACT

The Project (Project 3116) was funded with the reallocation of unexpended funds from various improvement projects completed in the downtown area. These include \$90,594 from the Sidewalk Repair Project (Project 3111), \$80,000 from Bay Harbor Park Wall and Landscape Project (Project 3106), and \$29,481 from the Old Town Park Project (Project 3066), and \$11,000 from Capital Project Fund (Fund 802). The resulting total Project budget was \$211,075.

The Project was completed within the approved budget.

After payment of all expenditures for design, construction, release of retention and project close out, staff estimates there will be an estimated \$6,820 remaining in the budget. The remaining funds are requested to remain in the Project budget for additional minor improvements in the downtown area as needed. A Project Budget Summary is attached to this staff report.

RECOMMENDATION

City Council adopt the attached resolution accepting Contract 2017-06, Downtown Sidewalk Replacement Project as complete and authorizing the City Engineer to execute a Notice of Completion for the Project.

Staff recommends that funds remaining in the Project budget (approximately \$6,820) be utilized for additional improvements in the downtown area.

BACKGROUND

There were several locations in the downtown area where staff determined that the sidewalk required repair and/or replacement.

On May 21, 2018, the City Council adopted Resolution 18-13477, allocating funds, accepting plans and specifications, and authorizing award of Contract 2017-06, Downtown Sidewalk Replacement Project.

The City executed a contract with TNB Construction on June 5, 2018, in the amount of \$128,080 (Base Bid of \$113,080 plus Alternate Bid Item 1 for \$15,000).

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Base Bid included repair of the sidewalk over basements at the corner of East Third Street and Railroad Avenue. It also included various sidewalk repair locations in the downtown area. Alternate Bid Item 1 was for additional sidewalk repairs in the downtown area.

There were two contract change orders for the Project for a total amount of \$69,870. The change orders were for the replacement of additional sidewalk locations and adjustment in bid quantities. The final contract amount is \$197,950.

The Contractor reached substantial completion on December 21, 2018. The one-year warranty period began on December 21, 2018.

The total anticipated expenditures for the Project are \$204,255. After all expenditures are paid for design, construction, the release of retention and project closeout, there will be approximately \$6,820 remaining balance in the Project budget. These remaining funds are requested to be utilized by staff to construct additional improvements in the downtown area such as sidewalk repairs, benches, tree wells, pavement striping, and landscaping as budget allows.

The project was completed on time and within the budget approved by the City Council.

ATTACHMENTS: Resolution
Project Budget Summary

Report Prepared By: SM Saklaen, Civil Engineer I

Contract: 2017-06, Downtown Sidewalk Replacement

Project Funding:	Old Town Park Project 3066 Unexpended Funds	\$29,481
	Bay Harbor Park Wall Project 3106 Unexpended Funds	\$80,000
	Sidewalk Repair Project 3111 Unexpended Funds	\$90,594
	Capital Project Fund (Fund 802)	\$11,000
Funding Total		\$211,075

Project Expenditures:

Construction: (Code 2281)	Construction Costs	\$200,946
	Subtotal	\$200,946

Staff Time: (Code 1101)	Staff Costs During Construction Management	\$2,196
	Subtotal	\$2,196

Administrative Overhead: (Code 2372)	Overhead Costs During Construction Management	\$1,113
	Subtotal	\$1,113

Expenditures Total **\$204,255**

Remaining Balance **\$6,820**

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Accepting Contract 2017-06,)
Downtown Sidewalk Replacement Project)
As Complete and Authorizing the City)
Engineer to File a Notice of Completion)

RESOLUTION NO. 19-

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, Contract 2017-06, Downtown Sidewalk Replacement Project (the "Project") was for the replacement of several areas of sidewalk in the City's downtown; and

WHEREAS, on May 21, 2018, the City Council adopted Resolution 18-13477, allocating funds, accepting plans and specifications and authorizing award of Contract 2017-06, Downtown Sidewalk Replacement Project; and

WHEREAS, the Project (Project 3116) was funded with the reallocation of unexpended funds from various improvement projects completed in the downtown area. These include \$90,594 from the Sidewalk Repair Project (Project 3111), \$80,000 from Bay Harbor Park Wall and Landscape Project (Project 3106), and \$29,481 from the Old Town Park Project (Project 3066), and \$11,000 from Capital Project Fund (Fund 802). The resulting total Project budget was \$211,075; and

WHEREAS, the City executed a contract with TNB Construction on June 5, 2018, in the amount of \$128,080 (Base Bid of \$113,080 plus Alternate Bid Item 1 for \$15,000); and

WHEREAS, there were two contract change orders for the Project for a total amount of \$69,870. The change orders were for the replacement of additional sidewalk locations and adjustment in bid quantities; and

WHEREAS, the total contract amount, including two contract change orders is \$197,950; and

WHEREAS, the Contractor reached substantial completion on December 21, 2018 and the one-year warranty period began on December 21, 2018; and

WHEREAS the total anticipated expenditures for the Project including design, construction, and staff costs are \$204,255; and

WHEREAS, staff estimates there will be \$6,820 remaining balance in the Project budget. These remaining funds are requested to be utilized by staff to construct additional improvements in the downtown area; and

WHEREAS, staff requests that the City Council accept the Contract as complete and authorize the City Engineer to execute a Notice of Completion for the Project.

NOW, THEREFORE, the City Council finds and determines 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.

The Project is hereby accepted as complete.

Section 3.

The City Engineer is hereby authorized and directed to execute a Notice of Completion.

Section 4.

Funds remaining in the Project budget (approximately \$6,820) shall be utilized for additional improvements in the downtown area.

Section 5.

The City Clerk shall attach a certified copy of this Resolution to the executed Notice of Completion.

Section 6.

The City Engineer is directed to file said document with the Office of the Recorder of the County of Contra Costa, State of California, within ten (10) days from the date hereof.

Section 7.

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

Section 8.

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 March 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk