CITY OF PITTSBURG
AGENDA

JULY 19, 2021

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

CLOSED SESSION
5:30 P.M.

REGULAR MEETINGS
7:00 P.M.

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

PRESIDING

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

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

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

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

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

Beginning with the January 19, 2021 City Council Meeting, live comments will be allowed by members of the public via teleconferencing during Zoom meetings and written comments received after 3:00 p.m. will be read aloud by staff. To be placed in a queue to comment, please adhere to the following instructions.

To Participate in Public Comment During the Meeting:

- Notify the City Clerk's Office via email by 3:00 p.m. on the meeting date that you would like to be placed in the queue for general Public Comments, or comments on a specific agenda item. Requests received after 3:00 p.m. on the date of the meeting will not be able to comment.
- Email your name and telephone number to meetingcomments@ci.pittsburg.ca.us. We need both identifications to pair you with the item you wish to speak on. You must also be sure that you call in using the number you have provided or we may not be able to identify you as a speaker.
- Your email must include the words **"FOR PUBLIC COMMENT"** in the subject line and specify the **Agenda Item number or Non-Agenda** as appropriate.
- You will receive an email confirmation with instructions to log in.
- Once the meeting starts (check the Streaming Media link on our website – www.ci.pittsburg.ca.us) you can phone in to Zoom. If you log in before the event has actually started you may be disconnected.
- You will be added to the meeting as an attendee and will be called upon by staff for phone-in comments.
- Speakers will be muted until their opportunity to provide public comment.
- All comments will be subject to the three-minute time limitation (approximately 350 words).
- Begin your comment by providing your name and city of residence for the record – although providing this is not required for participation.
- Just as in a live meeting inside the Council Chamber, only one comment per agenda item per person is allowed.

In the event a quorum of the City Council loses electrical power or suffers an internet connection outage not corrected within 15 minutes, the meeting will be adjourned. Any items noticed as public hearings will be continued to the next regularly scheduled meeting of the City Council. Any other agenda items the Council has not taken action on will be placed on a future agenda.

AUDIENCE REMARKS

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

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

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

   Property: 300 Cumberland Street (APN 085-108-010); Negotiators for the Successor Agency for the Redevelopment Agency of the City of Pittsburg: Garrett Evans and Maria Aliotti; Negotiating Party: JJ Phair; Under Negotiation: Both price and terms of payment

2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

   Significant exposure to litigation pursuant to Section 54956.9(d)(2)

   Number of cases: one

3. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

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

   Employee organizations: American Federation of State, County, and Municipal Employees Local 512 Management/Professional/Confidential Unit and Miscellaneous A Unit; Pittsburg Police Officers' Association; Pittsburg Police Managers Group; Teamsters Local 856; International Brotherhood of Electrical Workers Local 1295

   Unrepresented employees: Management Group; Senior Executive Team

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

4. Big Data for Mobility presented by CCTA and Street Light Data

CITY MANAGER REPORTS/REMARKS

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

PUBLIC COMMENTS

See Public Advisory.

COMMITTEE REPORTS

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

CITY COUNCIL MEETING

PUBLIC HEARING

5. Introduction and Waive First Reading of an Ordinance to Amend Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting and Adoption of a City Council Resolution Establishing the Allowable Number of Commercial Cannabis Permits

   This is a public hearing on a request for recommendation of City Council approval for comprehensive amendments to City of Pittsburg Municipal Code (PMC) Titles 5 and 18 related to commercial cannabis business permitting. The proposed updates would facilitate the expansion of the types of cannabis businesses allowed, including uses such as retail, cultivation, and microbusinesses, as well as the process and standards for business approval. On June 22, 2021, the Planning Commission adopted Resolution No. 10170, recommending City Council approval of amendments to the PMC related to cannabis. This item also includes consideration of a resolution establishing the allowable number of commercial cannabis permits within the City limits.

6. Adoption of a City Council Resolution to Confirm the Engineer's Report, Diagram and Assessment and Levy the Annual Assessment for Landscaping & Lighting Assessment District 1988-01, Citywide (Fiscal Year 2021-22)

   Landscaping and Lighting Assessment District 1988-01 ("88-01 District"), has been in existence since 1988 and the funds collected are necessary for the City to maintain the public desired level of lighting and landscaping throughout the City. Each year, prior to ordering the improvements and levying the assessments, the City Council holds a public hearing.

7. Adoption of a City Council Resolution to Confirm the Engineer's Report, Diagram and Assessment and Levy the Annual Assessment for Landscaping & Lighting Assessment District 1988-02, Oak Hills (Fiscal Year 2021-22)

   Landscaping and Lighting Assessment District 1988-02, Oak Hills ("1988-02 District") has been in existence since 1988 and the funds collected are necessary for the City to maintain the public's desired level of lighting and landscaping in the Oak Hills area. Each year, prior to ordering the improvements and levying the assessments, the City Council holds a public hearing.

CONSIDERATION

8. By Minute Order, Select a Commission Appointment to a Vacancy on the Contra Costa County Advisory Council on Aging

   One (1) opening exists on the Contra Costa County Advisory Council on Aging. The appointment will serve a two-year term as the City of Pittsburg's representative on the Contra Costa County Advisory Council on Aging. The City has advertised for the opening and received one (1) application. The applicant was invited to interview via Zoom with the City Council on June 7, 2021. One (1) applicant was interviewed at that time.

9. Adoption of a City Council Resolution Authorizing Consultant Service Agreement with FirstCarbon Solutions for the Blue Wave Car Wash Project

   David A. Moradel of CEI Engineering Associates, Inc., on behalf of Blue Wave ("Applicant"), has submitted a planning application requesting approval of: 1) rezoning from CC (Community Commercial) to establish an overlay district; 2) a use permit to establish an automobile washing facility; and 3) design review to construct a 3,600 square foot commercial self-service carwash on a 1.36-acre site located at 1160 E Leland Road. FCS International, Inc., dba FirstCarbon Solutions has submitted a proposal to provide the City with environmental review services for an amount not to exceed $95,485. Staff is requesting adoption of a resolution authorizing a consultant service agreement with FCS International, Inc., dba FirstCarbon Solutions.

CONFLICT OF INTEREST STATEMENT

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

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

10. Minutes of June 21, 2021

11. A Pittsburg Power Company Resolution Authorizing the Executive Director to Enter into a Contract with Contra Costa County Workforce Development Board for Future Build Cohorts 20 and 21 and Establishing the Future Build Budget for Fiscal Year 2021-2022

    The Pittsburg Power Company (PPC) proposes to enter into a $250,000 contract (Contract 18-466-0) with Contra Costa County Workforce Development Board (WDB) for Future Build Cohorts 20 and 21 for July 1, 2021 through June 30, 2022 and establish the Future Build Budget for fiscal year 2021-2022.

12. A Pittsburg Power Company Resolution Approving the Fiscal Year 2021-2022 Consultant Agreement with Open Opportunities Incorporated

    Pittsburg Power Company (PPC) is seeking approval for the fiscal year (FY) 2021-

2022 consultant agreement (Agreement) with Open Opportunities Incorporated (OOI) in the amount of $363,000 for the case management and day to day program supervision of the Future Build Program.

13. Adoption of a City Council Resolution to Authorize City Manager to Execute a Contract for Water Treatment Plant Chemical Supply – Sodium Hydroxide

    The Public Works Department is responsible for the maintenance and operation of the City's Water Treatment Plant (WTP). Public Works solicits bids through the Bay Area Chemical Consortium for Water Treatment Plant Chemical Supply – Sodium Hydroxide (Caustic Soda) annually. Univar USA Inc is the lowest responsible, responsive bidder for Sodium Hydroxide in the amount of $160,000.

14. Adoption of a City Council Resolution to Authorize City Manager to Execute a Contract for Water Treatment Plant Chemical Supply – Sodium Chlorite

    The Public Works Department is responsible for the maintenance and operation of the City's Water Treatment Plant and solicits bids for necessary chemical supplies. The existing contract for Sodium Chlorite expired on June 30th. If approved, the resolution will authorize a purchase contract with vendor International Dioxcide, Inc. up to $95,000 for Sodium Chlorite.

15. Adoption of a City Council Resolution Authorizing the City Manager to Execute Contract Agreement for Water and Sewer Supplies

    The Public Works Department maintains the City's water distribution and sewer collection systems. Public Works solicits bids for water and sewer maintenance tools and supplies annually. R & B Company, a Core & Main Company, from Oakley, CA is the lowest responsible bidder for Water and Sewer Supplies in the amount of $140,000.

16. Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute a Contract for Automatic Meter Reading Supplies

    The City's water system distributes potable water to approximately 18,750 residential, commercial, industrial, and institutional customers. Public Works crews maintain the water meters and purchase necessary supplies under an annual contract with vendor Badger Meter (formerly National Meter and Automation) of Milwaukee, WI. If approved, the resolution will allocate funds and authorize a contract with Badger Meter for the purchase of water meters and related supplies.

17. Adoption of a City Council Resolution Accepting the Plans and Specifications, Re-Allocating Funds, Making Findings in Support of Waiving Competitive Bidding Requirements, and Approving Award of a Sole Source Contract to Bay Cities Paving & Grading, Inc. for Project 2232, 2020/21 Pavement Maintenance Project

    Project 2232, FY 2020/21 Pavement Maintenance Project (the "Project"), is for pavement maintenance on Peppertree Place, Roundhill Drive, Rollinghill Drive, Rollingwood Place, Cypress Way, Wooodland Drive, Lislin Court, Baja Court, El

Seco Way, Sugartree Drive, Peachtree Circle, Jaqueline Drive, Rancho Way, Oaktree Court, and Rosewood Court. If approved, this resolution will accept plans and specifications, re-allocate funds, and award a construction contract to Bay Cities Paving & Grading, Inc. of Concord.

18. Adoption of a City Council Resolution Accepting the Public Improvements for Subdivision 9480 San Marco Unit 13

    Public improvements constructed within Subdivision 9480, a 114-home development west of Santa Teresa Drive also known as San Marco Unit 13, are complete and ready to be accepted for continuous maintenance.

19. Adoption of a City Council Resolution Authorizing the Execution of an Agreement between the City and Contra Costa County for Completion of Project 2025, Bailey Road Double Chip Seal Project

    Adoption of a City Council Resolution Authorizing the Execution of an Agreement between the City and Contra Costa County for Completion of Project 2025, Bailey Road Double Chip Seal Project

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

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

21. Adoption of a City Council Resolution to Approve One Reclassification

    The City Manager, upon recommendation from Human Resources, recommends the reclassification of one Administrative Specialist to Executive Assistant.

22. Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for Employees in the International Brotherhood of Electrical Workers Union, Local 1245 for the Period July 1, 2021 through June 30, 2022

    The Memorandum of Understanding between the City of Pittsburg and the International Brotherhood of Electrical Workers (IBEW) Union, Local 1245 expired on June 30, 2021. The City and IBEW representatives started negotiation sessions in March 2021 to develop a successor Memorandum of Understanding (MOU), and have reached a tentative agreement on the terms and conditions of employment for fiscal year 2021-2022 that provides for a one-year contract term, one point five percent (1.5%) cost of living adjustment (COLA), one point five percent (1.5%) lump sum payment, and specific revisions to certain articles of the MOU to be amended. Should Council approve these terms, staff will prepare a successor MOU that incorporates the agreed upon changes.

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

    The City Council is being asked to adopt the proposed amendments to the Management Group and Senior Executive Team Salary and Benefits Schedule to incorporate changes previously adopted or approved.

24. Adoption of a City Council Resolution Designating a Voting Delegate at the League of California Cities Annual Conference in September 2021

    The League of California Cities advises Council action no later than September 15, 2021 to appoint a voting delegate for the City of Pittsburg at their Annual Conference to be held September 22-24, 2021 in Sacramento, California.

25. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Professional Services Agreement for Environmental Consultation Services

    The City of Pittsburg has been awarded an $800,000 Brownfield Multipurpose Grant from the United States Environmental Protection Agency (US EPA), and desires to retain the services of a firm to provide environmental assessments and remediation planning services related to brownfield sites. The Environmental Services Division awarded and retained the services of TRC Solutions, Inc. to perform the grant activities. This Agreement is for the next steps in the scope of work which are sitework remediation planning and oversight.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

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

COUNCIL MEMBER REMARKS

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

ADJOURNMENT to August 2, 2021

NOTICE TO PUBLIC

GENERAL INFORMATION

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

SPEAKER'S CARD

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

PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

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

DISRUPTIVE CONDUCT

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

LIVE MEDIA BROADCASTING ADVISEMENT

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

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

Updated March 1, 2021

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
ABAG	Merl Craft / Holland White Alternate	Standing	Annual	G. Evans
Delta Diablo**	Juan Banales / Shanelle Scales-Preston Alt.	Standing	2nd Wednesday	R. Abono
East Co. Co. County Habitat Conservancy	Juan Banales / Jelani Killings Alternate	Standing	Monthly	Planning
East County Water Management	Juan Banales / Jelani Killings Alternate	Standing	Annual	R. Abono
MCE Clean Energy Board	Shanelle Scales-Preston / Holland White Alt.	Standing	4 Per Year	D. Buchanan
TRANSPLAN / ECCRFFA	Holland White / Juan Banales Alternate	Standing	2nd Thursday	J. Hecht
Tri-Delta Transit (2 reps)***	S. Scales-Preston & Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	J. Hecht

LIAISON TO	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
East Bay League of Calif. Cities	Shanelle Scales-Preston / Merl Craft Alt.	Standing	3rd Thursday	*Rotational
Mayor's Conference	Merl Craft / Holland White Alt.	Standing	1st Thursday	G. Evans
School Districts Committee (2x2)	Merl Craft & Holland White / Shanelle Scales-Preston Alt.	Standing	2nd Thursday even months	G. Evans

SUBCOMMITTEES	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
CAC CDBG Subcommittee	S. Scales-Preston & Jelani Killings / Holland White Alt.	Standing	As needed	M. Aliotti
City Council Policy and Procedures Review	Juan Banales & Merl Craft	Ad Hoc	As needed	G. Evans
City Infrastructure and Transportation	Holland White & Juan Banales / S. Scales-Preston Alt.	Standing	Ad needed	G. Evans
Community Services Subcommittee	Merl Craft & Shanelle Scales-Preston / Juan Banales Alt.	Standing	As needed	M. Aliotti
Constituent Management Services	S. Scales-Preston & Juan Banales / Holland White Alt.	Ad Hoc	As needed	G. Evans
Government Performance Subcommittee	Holland White & Juan Banales	Ad Hoc	As needed	G. Evans
Hills Committee	Juan Banales & Jelani Killings / Merl Craft Alt.	Ad Hoc	As needed	G. Evans
Pittsburg Recognition Committee	Merl Craft / Juan Banales Alt.	Standing	As needed	J. Hecht
Economic Develop/Waterfront Subcommittee	Jelani Killings & Holland White / Juan Banales Alt.	Standing	As needed	J. Davis
Finance Subcommittee	Juan Banales & Holland White / Jelani Killings Alt.	Standing	As needed	FINANCE
Land Use Subcommittee	Juan Banales & Holland White / Merl Craft Alt.	Standing	As needed	J. Hecht
Pittsburg Arts & Community Foundation	Merl Craft & S. Scales-Preston / Jelani Killings Alt.	Standing	As needed	G. Evans
Pittsburg Police Activities League (PAL)	S. Scales-Preston & Holland White / Juan Banales Alt.	Standing	Monthly	B. Addington
Power Company Advisory	S. Scales-Preston & Holland White / Juan Banales Alt.	Standing	As needed	D. Buchanan
Public Safety Subcommittee	Holland White & Shanelle Scales-Preston	Standing	As needed	B. Addington
Sister City Committee	Jelani Killings & Merl Craft / Holland White Alt.	Standing	As needed	K. Simonton

*Rotational Staff as assigned by City Manager
**Stipend of $209 per month
***Stipend of $100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

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

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

StreetLight Data Countywide Subscription

City of Pittsburg Council Meeting

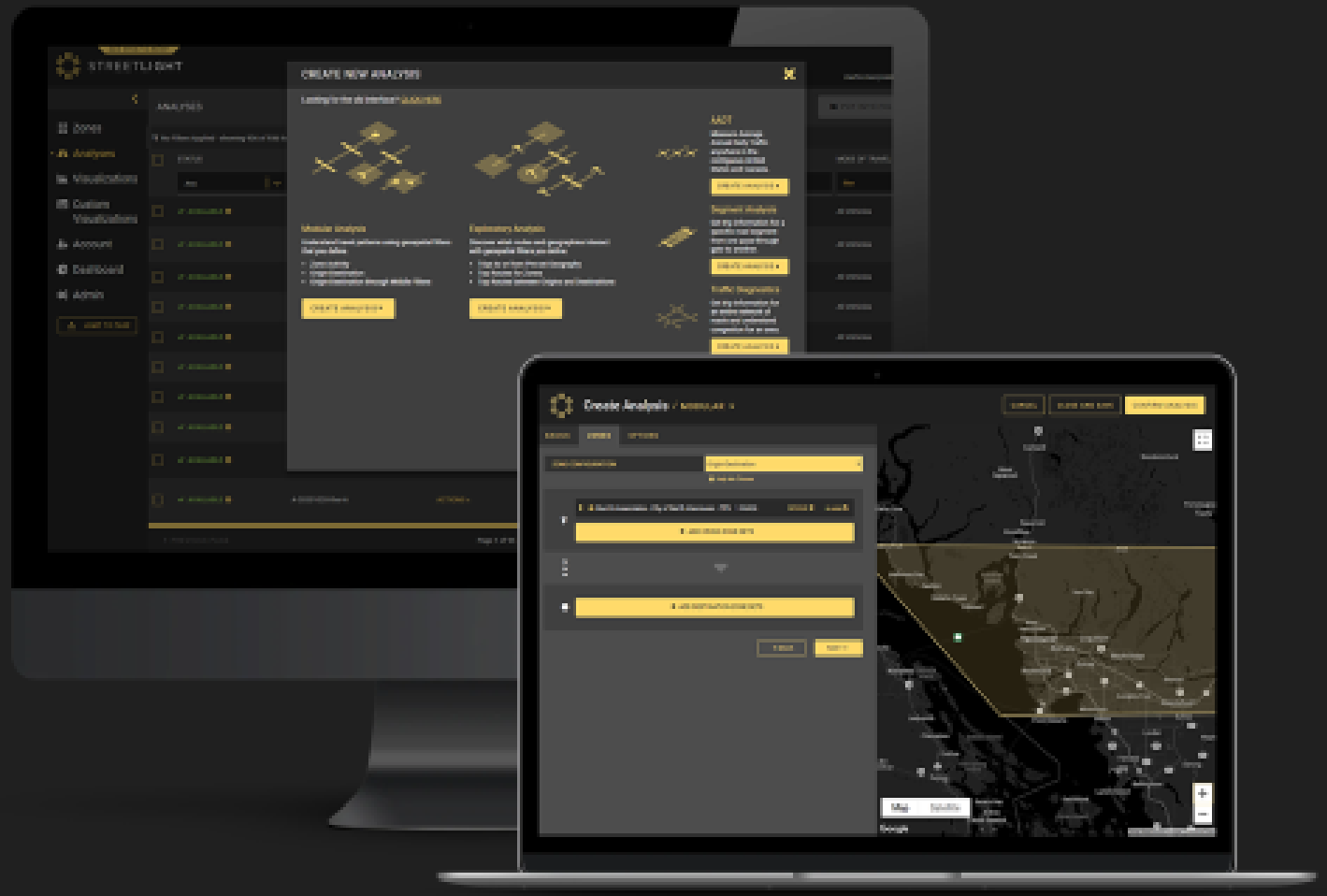
July 19, 2021

John Hoang Director, Planning Contra Costa Transportation Authority

Steve Ferguson Government Sales Director, Western Region StreetLight Data, Inc.

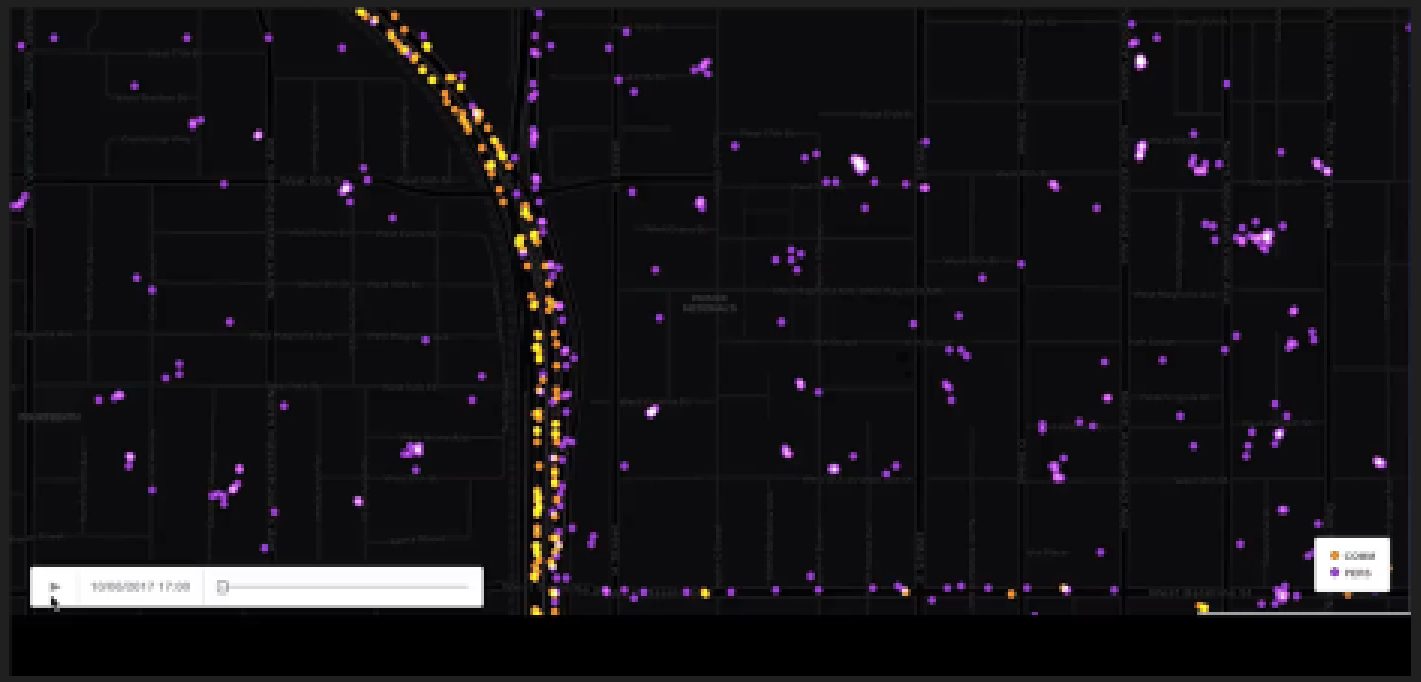
CONTRA COSTA transportation authority

StreetLight InSight® is the only interactive transportation data platform



- It's NOT a model, a report or a static heatmap.
- It's your self-serve desktop software with **on-demand access to accurate mobility metrics.**
- **Privacy** is one of the core principles at StreetLight Data. Our analytics only describe the movement of groups of people – not the movement of individuals.

How we get there:
Big Data and proprietary Route Science®



Example, San Bernardino, CA
Oct 8, 2017 24-hr snapshot

CONTEXT

Parcel Data
Digital Road Network Data
U.S. Census

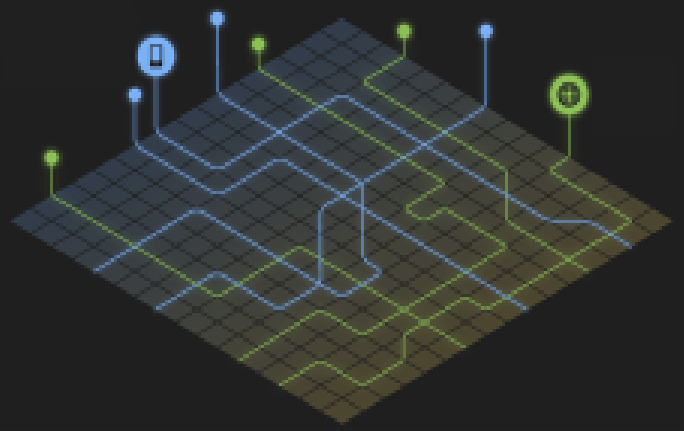
- Every month, we ingest, index and process ~40 billion anonymized location records from **smart phones** and **navigation devices** in connected cars and trucks.
- **Route Science®** transforms them into **contextualized**, normalized and aggregated travel patterns.

At your fingertips:
Analytics for every road, bike lane and Census Block

Input: LBS and Contextual Data

DATA SOURCES:

Location-based Services Data
GPS Data
Contextual Data (Road, Census, etc.)
Road network, Rail network, bus network

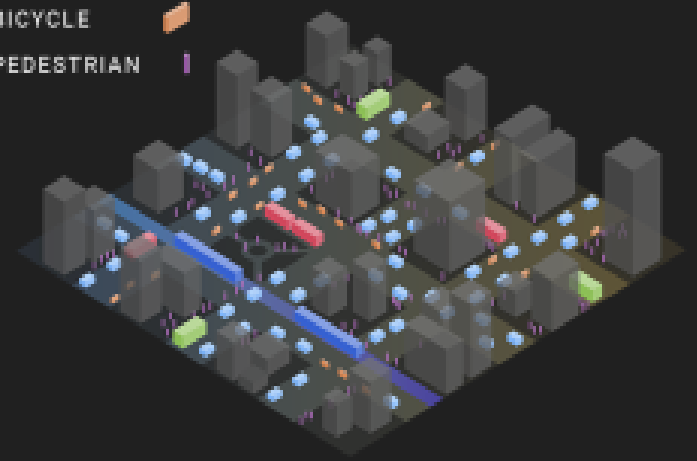


Every month, StreetLight processes over ~40 billion anonymized location records from **smart phones** and **GPS navigation devices**.

Processing: Machine Learning + Algorithmic Processing

MODES:

CAR
TRUCK
BUS
RAIL
BICYCLE
PEDESTRIAN



Our proprietary data processing engine Route Science® transforms them into contextualized, normalized, aggregated, **multimode travel patterns**.

Output: StreetLight InSight® Metrics

FUNDAMENTALS:

Origin Destination | Routing
Select Link | AADT, MADT, hourly traffic

TRIP ATTRIBUTES:

Trip speed, duration, length
Travel time | Trip circuity

TRAVELER ATTRIBUTES:

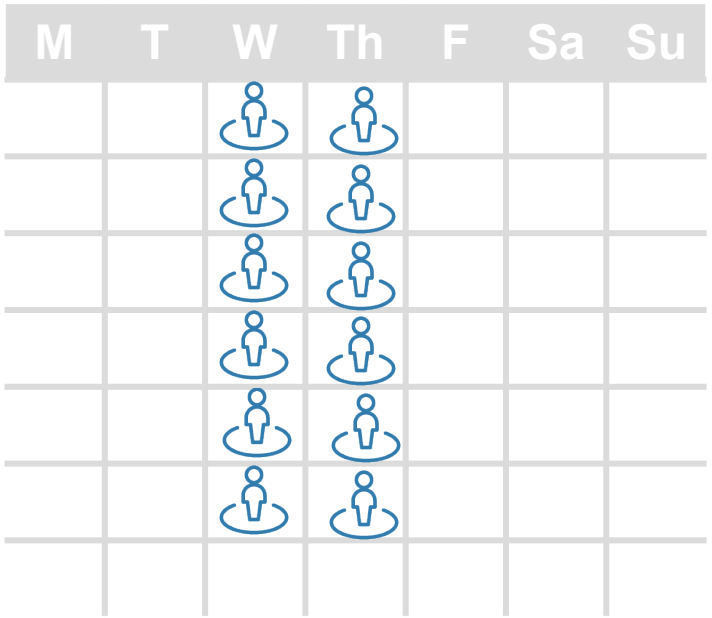
Inferred trip purpose | Demographics

StreetLight InSight® lets you analyze how **vehicles, bicycles, pedestrians, trucks, and bus and rail passengers** move across virtually every road and Census Block.

Different approaches to sample size: Big Data vs. Traditional

Traditional (tube counter, etc.)

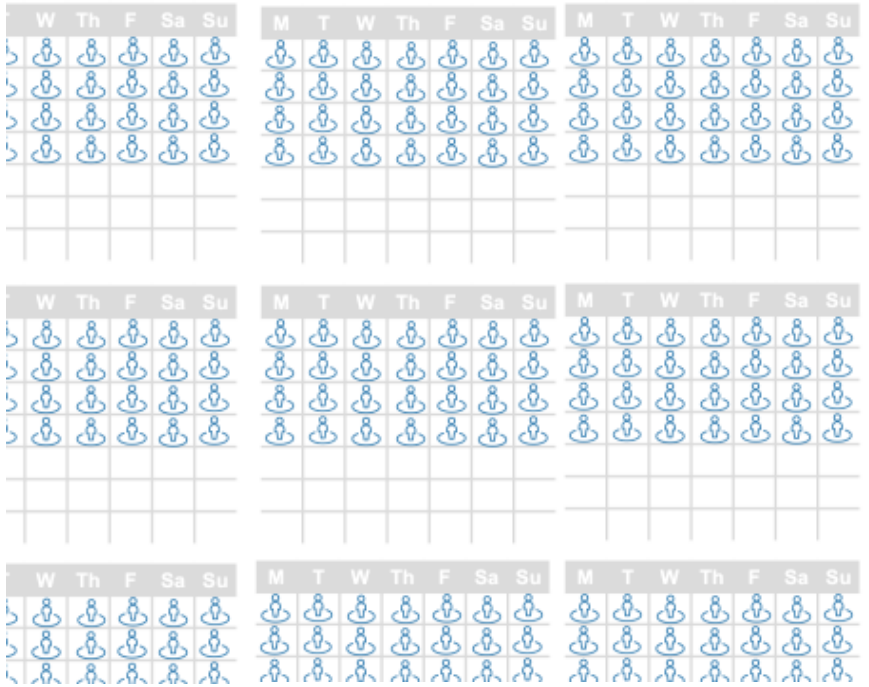
All people for a few days



vs.

Big Data

Many people for all days



StreetLight vs. Traditional metrics

StreetLight

- Available on your desktop, on demand
- 100% coverage of Traffic Analysis Zones in North America
- 100% safe; no field deployment

Surveys, counters, sensors

- Months for deployment, data collection, calibration and analysis
- Scale limited to locations where physically deployed
- Staff in harm's way

Popular Use Cases:

A common tool for different departments and project

TRANSPORTATION PLANNING:

- Transit Studies
- Freight Studies
- Congestion Studies
- Before & After Studies
- **Active Transportation**
- **First & Last Mile Studies**
- Transit Studies
- **Travel Demand Management**

TRAFFIC ENGINEERING & OPERATIONS:

- **AADT**
- Travel Times
- **Public Safety**
- **Corridor Studies**
- Congestion Studies
- Turning Movements
- Circuity

SMART CITIES & NEW MOBILITY:

- **Social Equity**
- Before & After Studies
- EV Infrastructure Planning
- Parks & Recreation Visitorship
- Ride Hailing & Delivery Studies
- **GHG Emissions & VMT Analysis**

Where can I use Big Data

Daily Use Cases

- Automate counts: TMCs/AADT
- Origin-Destination and Top Routes taken
- Traffic Calming and Cut Through Traffic
- Corridor Improvements
- Freight Studies
- Safety: identify candidates for road diets, work zone analysis, identify and justify countermeasures

Cost Breakdown

- One Year Cost for Contra Costa County Region $550,000
- Authority prorated amount $47,500

Jurisdiction Size	Cost Range*
Large (population > 60,000)	$40,000 - $50,000
Medium (20,000-60,000)	$20,000 - $30,000
Small (< 20,000)	$2,500 - $10,000

** Final cost for each participating jurisdiction would be determined based on the total number of participants. Cost per jurisdiction decreases with more participants.*

Agency	Proportional Share
CCTA	$350,000
CCTA (Proration)	$47,500
City of Concord	$45,000
City of Pittsburg	$45,000
City of Hercules	$30,000
City of San Pablo	$15,000
City of Lafayette	$10,000
Town of Moraga	$5,000
City of Orinda	$2,500
TOTAL	**$502,500**

CONTRA COSTA
transportation
authority

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Introduction and Waive First Reading of an Ordinance to Amend Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting and Adoption of a City Council Resolution Establishing the Allowable Number of Commercial Cannabis Permits

MEETING DATE: July 19, 2021

EXECUTIVE SUMMARY

This is a public hearing on a request for recommendation of City Council approval for comprehensive amendments to City of Pittsburg Municipal Code (PMC) Titles 5 and 18 related to commercial cannabis business permitting. The proposed updates would facilitate the expansion of the types of cannabis businesses allowed, including uses such as retail, cultivation, and microbusinesses, as well as the process and standards for business approval. On June 22, 2021, the Planning Commission adopted Resolution No. 10170, recommending City Council approval of amendments to the PMC related to cannabis. This item also includes consideration of a resolution establishing the allowable number of commercial cannabis permits within the City limits.

FISCAL IMPACT

The proposed amendments would be the first step in allowing commercial cannabis retail and cultivation, among other commercial cannabis uses. Staff anticipates each cannabis business that involves retail cannabis uses would generate between $550,000 and $650,000 annually in combined cannabis business taxes, sales tax, and Measure M sales tax. Staff estimates each cultivation, manufacturing, and/or distribution business would generate over $100,000 annually. These dollars would all support the City's General Fund.

RECOMMENDATION

City Council open the public hearing, take public comment, close the public hearing, and take the following actions:

1. Introduce, waive further reading, and pass to second reading, the attached ordinance approving amendments to Titles 5 and 18 of the PMC related to commercial cannabis business permitting; and

2. Adopt a resolution establishing the allowable number of commercial cannabis permits.

BACKGROUND

In 2015, the state legislature enacted the Medical Marijuana Regulation and Safety Act (MMRSA) to regulate the medical cannabis industry. On October 3, 2016, the City Council adopted amendments to Titles 5 and 18 of the PMC to both regulate and ban cannabis activities. The changes regulated the delivery of cannabis for medical purposes and banned the utilization, delivery, and other cannabis activities including testing, manufacturing, and cultivation.

On November 8, 2016, the voters of the State of California voted to approve Proposition 64, which legalized the adult use of cannabis within the state. Pittsburg voters also supported Proposition 64, with 61% voting in support of the measure. At this time, Pittsburg voters also approved Measure J, allowing for implementation of a Marijuana Business Tax on all commercial marijuana businesses that may operate within the City, should land use regulations and applicable provisions of the PMC be amended to allow for such businesses and/or if local control over such businesses is removed by the courts, the Legislature, or statewide initiative in the future. Measure J passed with 68% to 31.7%. As approved by the voters, the maximum marijuana business tax rate is 10% on all marijuana related transactions.

In 2017, the State Legislature adopted the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”), which combined and harmonized MMRSA and Prop. 64 for the regulation of medicinal and recreational cannabis industries. Later that same year, the state’s licensing authorities adopted emergency regulations to implement MAUCRSA. In 2018, the state licensing authorities readopted the emergency regulations, and promulgated final regulations effective 2019.

On March 19, 2018, the City Council adopted Ordinance No. 18-1442, amending PMC Title 5 to allow for use of cannabis within medical and nonmedical product manufacturing, and establishing procedures for issuing medical and nonmedical commercial cannabis permits. These amendments, currently in effect, limit the types of commercial cannabis businesses to those designated as Type 6 (Manufacturers), Type 7 (Manufacturers), Type 8 (Testing Laboratories), and Type 11 (Distributors). Commercial entities seeking to manufacture cannabis-related products would be required to obtain a commercial cannabis permit, which is subject to City Council approval, and is mandated to include: 1) a Business Operating Agreement, which would set forth the terms and conditions under which the commercial medical cannabis business would operate; 2) a Business Operating Plan; and 3) a Business Security Plan approved by the Chief of Police. The total number of commercial cannabis permits that may be issued within the City is limited to nine medical and nine non-medical. Cultivation, dispensaries, and retail deliveries of cannabis in the City of Pittsburg remain prohibited. On June 4, 2018, the City Council adopted Ordinance No. 18-1448, amending PMC Title 18 to specify how cannabis uses were defined and zone districts in which they would be allowed to operate.

Similar to state law at the time, in 2018, the City chose to require a 600-foot radius between cannabis businesses and schools, parks, youth centers, day cares, and libraries. In 2019, the City Council adopted Ordinance No. 19-1465 to: 1) specify how required distances between cannabis businesses and potentially sensitive uses are measured; 2) clarify definitions of specific potentially sensitive uses; and 3) establish a minimum distance of 1,000 feet between cannabis dispensaries and potentially sensitive uses, in the event cannabis dispensaries are allowed in the future.

On March 22, 2021, the City Council held a workshop to discuss the City's cannabis policy. During the workshop, the City Council voiced general support for amending the PMC to allow for additional cannabis business types, including retail, cultivation, and microbusinesses, and identified preliminary areas where these businesses would be appropriate. The City Council also discussed the types of "sensitive uses" (i.e. uses that would be considered generally incompatible with cannabis businesses) that should be buffered from cannabis businesses.

During the workshop, the City Council received a presentation from staff which included an overview of the types of zoning districts being considered for cannabis retail, cultivation, and microbusinesses to solicit feedback. While it was generally agreed that uses such as manufacturing, distribution, testing laboratories, cultivation, and microbusinesses (which generally must include a cultivation and/or manufacturing component) should remain in areas normally reserved for industrial users, there was a lengthy discussion regarding the best areas to locate stand-alone cannabis retail users. Further description of this discussion is provided in the "Analysis" section of this report.

On June 22, 2021, the Planning Commission held a duly noticed public hearing and voted 6-0 (with one absent) to adopt Resolution No. 10170, recommending City Council approval of amendments to the PMC related to cannabis. As part of the Planning Commission's recommendation, four specific edits were requested from the dais, including: 1) cultivation businesses utilize recycled water to the greatest extent possible; 2) the time period for which a prior conviction related to cannabis would disqualify an applicant be consistent with state law; 3) microbusinesses be included in the required 1,000-foot buffer from schools; and 4) an appeal process for administrative decisions made by the City Manager or Chief of Police following approval of a commercial cannabis permit be set forth within the PMC. Staff's analysis of these additions is provided within the analysis section, below.

General Plan: The proposed amendments are consistent with the current General Plan Land Use goals, specifically goals 2-G-12 and 2-G-15, which call for maintaining and supporting industrial character and activities in appropriate, designated areas. The proposed changes which would potentially allow businesses to utilize cannabis commercially are consistent with General Plan Economic Development goals and policies that call for maintaining and enhancing an attractive climate for conducting business in Pittsburg (6-G-4) and efficient licensing and development permitting procedures and regulations (6-P-6). The amendments would also support the City's continued effort to develop a research and development and office attraction strategy to promote economic diversification, ensure appropriate location, and maximize growth opportunities, while retaining and expanding existing businesses (6-P-12). Lastly, as the City would enter into operating agreements with potential commercial cannabis businesses that allow for a marijuana business tax rate of up to 10% on all cannabis-related transactions, the City would potentially see increased General Fund revenues.

Zoning: California Government Code sections 65853–65855, and PMC sections 18.48.010–18.48.060, identify the procedures for processing zoning amendments. As identified in these code sections, the Planning Commission is the recommending body for zoning changes, with final decision-making authority assigned to the City Council. Pursuant to PMC Section 18.16.020 and 18.48.030, specifically, the Planning Commission shall include written findings to support any recommendation it makes to the City Council to amend the Municipal Code.

Required Findings: In order to approve an amendment to the Zoning Ordinance, the City Council must find (in accordance with PMC Section 18.48.030) that:

1. The changes proposed are consistent with the objectives, policies, general land uses, and programs specified in the General Plan.

2. the land use regulation is compatible with uses and regulations of the land use district for which it is proposed.

3. A community need is demonstrated for the change proposed.

4. Its adoption will be in conformity with public convenience, general welfare and good zoning practice.

Environmental: This project is exempt from the requirements of the California Environmental Quality Act under the general rule of applicability of the state CEQA Guidelines, section 15061, in that there is no possibility that the activity in question would have a significant negative physical impact on the environment.

The amendments proposed are procedural in nature and would not materially change the type of uses permitted within any areas of the City, but rather create specific definitions for similar businesses utilizing cannabis. Other amendments to Chapter 18.88 are intended only to provide clarity as to the required procedures for approving these uses and would therefore not result in any new impacts beyond those that could exist without the change, specifically as they may relate to aesthetics, air quality, transportation, noise, hazards, utilities and/or public services.

Further, specific proposals to establish commercial cannabis businesses would be subject to approval of a Commercial Cannabis Permit, at which time impacts resulting from the establishment of any potential use would be further reviewed once more details are made available.

Public Notice: On or prior to July 9, 2021, notice of the July 19, 2021, public hearing to consider this item was posted at City Hall and on the ‘public notices’ page of the City’s website; was delivered to the Pittsburg Library; was published in the local newspaper (East Contra Costa County Times) as a 1/8 page advertisement; and was mailed via first class mail or electronic mail to interested parties and individuals and organizations that requested such notice, in accordance with PMC sections 18.14.010, and Government Code section 65090 and 65091.

SUBCOMMITTEE FINDINGS

In July 2020, the Land Use Subcommittee met to discuss potential proposals related to cannabis retail within the City. The Land Use Subcommittee recommended a workshop be held to gain feedback from all members of the City Council.

STAFF ANALYSIS

Proposed Project: The proposed amendments would revise PMC Title 18 and the City's commercial cannabis policy to allow the operation of retail (which include delivery services), cultivation, and microbusinesses. Key changes include:

- elimination of differentiation between medical and non-medical commercial cannabis businesses;
- creation of use classifications for "cannabis delivery;" "cannabis retail;" 'cannabis testing laboratory;" "cannabis manufacturing;" "cannabis cultivation," including "indoor," "outdoor," and "mixed light;" "cannabis distribution;" and "cannabis microbusinesses":
- revision of "food and drug processing," use classification to remove reference to commercial medical and non-medical cannabis businesses and applicable Limitations;
- revision to PMC 18.52.010 Schedule A to add "cannabis delivery," and "cannabis retail," as uses potentially permitted within the Community Commercial (CC) and Service Commercial (CS) districts, subject to limitations;
- revision to PMC 18.54.010 Schedule A to add "cannabis delivery," "cannabis retail," "cannabis manufacturing," "cannabis microbusiness," "cannabis distribution," and "cannabis cultivation – indoor," as uses potentially permitted within all industrial districts, subject to limitations;
- amendments to definitions within Chapter 18.88, including those of "cannabis" and "commercial cannabis business;"
- specifications on application and approval procedures for commercial cannabis permits, including establishing required findings for permit approval and findings the City Council may make to deny an application;
- establishment of buffer areas surrounding sensitive uses;
- cannabis permit holder qualifications;
- performance standards for all cannabis businesses; and
- various further amendments to Chapter 18.88 to ensure internal consistency for allowable uses.

In addition, amendments to Title 5 are proposed to ensure internal consistency while also eliminating duplication. Further, Title 5 would be amended to specify the City Council may, by resolution, adopt a maximum number of commercial cannabis permits allowed within the City. The proposed amendments to the PMC would apply Citywide, though the proposed amendments do limit the areas in which these commercial cannabis businesses could operate consistent with the direction of the City Council.

Analysis: The proposed amendments have been developed with feedback from the City Council, specifically during the workshop held on March 22, 2021, as well as discussions amongst the Land Use Subcommittee, staff research, stakeholder feedback, past voting results, and comments during multiple public meetings.

The proposed amendments to expand the range of allowable cannabis businesses is considered an economic development initiative, as well as a way to help provide community members with access to products increasingly seen as viable and popular health products. Since Californians approved Prop 64 in 2016, legal cannabis businesses have been contributing to the economic development goals common amongst cities, such as employment growth, business expansion, economic diversification, and reinvestment in blighted areas.

Perhaps the most significant way cannabis would potentially impact the local economy is via increased tax revenue. In addition to the standard Bradly Burns tax paid on all retail sales, these transactions would also be subject to the Measure M half-cent sales tax, and the voter approved cannabis tax, likely to range between four and five percent. These funds would bolster the general fund, and would be spent on economic development programs, public safety enhancements, or community programming.

From a job creation perspective, multiple cannabis businesses such as retailers, cultivation facilities, and microbusinesses would bring new, well-paying jobs that often include full benefits, paid time off, and potential for advancement. As described by Marc Doussard in the Journal of Planning and Research (2017) labor-intensive goods such as cannabis, which require constant monitoring and care, generate net job growth. Cannabis businesses also tend to cluster in cities and regions, and, along with the fact that interstate transport of cannabis remains prohibited, shifts local consumer spending from imported consumer goods to locally produced goods and services that draw highly skilled employees. These reinvestments in community and consumption-driven development would also have positive secondary and tertiary effects, such as creating a place that is seen as appealing to professionals as well as new industries centered around local consumption. Researchers have estimated that this type of development may help promote a growing interest in arts, innovation, artisanal industries, and the popularizing of initiatives like urban agriculture (Doussard 2017).

Cannabis businesses, and retail in particular, also have the potential to increase reinvestment in blighted areas. The International City/County Management Association (ICMA) has published case studies that show commercial and industrial areas that have been recently underutilized are more marketable and receive significant reinvestment, including façade enhancements and public improvements (ICMA 2018). Other cities within Contra Costa County and the State have seen land-standing vacant and blighted buildings along major thoroughfares updated with modern designs by cannabis companies, which are competing for customers seeking a safe and enjoyable shopping experience without and stigma.

As mentioned, during the workshop the City Council indicated general support for expanding the types of allowable commercial cannabis businesses to include retail (which includes delivery), cultivation, and microbusinesses (defined as a cannabis business which includes three of the four following components: retail, delivery, cultivation of less than 10,000 square feet of canopy, and manufacturing). Staff further provided several areas for consideration in which cannabis businesses could operate. The City Council supported limiting the areas where non-retail businesses would be allowed to operate to four industrial areas. Regarding the question of where to allow retail, the City Council discussed whether to allow these types of cannabis businesses in areas designed for retail businesses and housing similar uses. The benefits of allowing cannabis retail in these areas mentioned during the workshop include adequate lighting for safety purposes, relatively high levels of parking, high visibility, ease of access for patrons and public safety personnel, safe and

reliable infrastructure such as roadways and driveways, surrounding uses that could both support and be supported by new businesses, and anticipated success of retailers in these areas versus industrial areas. However, it should be noted that, based on results of neighboring communities, staff believes industrial areas would also have significant draw to customers, and cannabis businesses in these areas would be successful. Drawbacks mentioned during the meeting largely surrounded the location of existing commercial centers along arterials traveled by youth to sensitive uses, and as such, commercial areas along roads like Railroad Avenue, Harbor Street, Leland Road, California Avenue, and Loveridge Road are not proposed as areas where commercial cannabis retailers would be able to locate, while areas such as the North Park Shopping Center would be.

Additionally, during the workshop, the City Councilmembers in attendance reviewed the list of "sensitive uses," and staff presented maps showing the locations of schools, parks, the library, and childcare facilities, as well as houses of worship which are not currently listed sensitive uses. The proposed amendments would maintain the existing required 600-foot buffer distance between cannabis businesses and sensitive uses, as well as require a 1,000-foot buffer between retailers and schools, consistent with the requirements currently in place for smoke shops and smoking lounges. While staff has not proposed the addition of houses of worship to the list of sensitive uses, the proposed cannabis business areas are not proximate to sensitive uses or houses of worship.

The City Council also indicated they wanted to see reciprocation in the required buffers, meaning sensitive uses not be allowed within 600 feet of established cannabis businesses. While certain statutes may prevent the City from implementing formal buffers banning these uses in several instances, staff would note that in the Industrial Districts, schools and libraries are not permitted, while day cares are only allowed as ancillary to a business for employee use, and religious assemblies and youth centers are only permitted in the IP district with a use permit, but are otherwise prohibited; in the CS and CC District, private schools, youth centers, religious assemblies in spaces large enough to allow for 50 persons, and day cares require a use permit, while public schools, parks, and libraries are permitted but under the development control of the City, County, or local school district, minimizing impacts.

Planning Commission Recommendation: During the public hearing before the Planning Commission on June 22, 2021, the Planning Commission included, as part of the motion to adopt a resolution recommending City Council adoption of the proposed amendments, included changes to staff's proposal. The changes recommended and included within the adopted Planning Commission Resolution are summarized below, along with staff's response:

1) *Cultivation businesses utilize recycled water to the greatest extent possible.* Staff recommends omitting this requirement. The amount of recycled water available from the Delta Diablo Sanitation District can vary throughout the seasons, and the recycled water that is available is often spoken for and used. Further, recycled water may not meet standards required for human consumption. Staff believes a more appropriate measure would be to require companies utilize water saving techniques during cultivation. Staff also believes this is best required as part of each operating agreement where nuances can be addressed, rather than as a standard contained within the municipal code.

2) *The time period for which a prior conviction related to cannabis would disqualify an applicant be consistent with state law.* Staff recommends including this proposed change, and reducing the lookback period for previous conviction from 20 years to 7 years, which is more consistent with regulations considered by the Bureau of Cannabis Control (BCC) in December 2020. AB 2138, signed into law by the Governor in 2018, is intended to remove some of the licensing and employment barriers that those with prior criminal convictions or disciplinary actions often encounter if they can demonstrate rehabilitation. AB 2138, which amended sections 480 and 482 of the BPC, established extensive criteria which allows the bureau to deny a license, but also allows for to consider, when determining whether to deny, suspend, or revoke a license, whether an applicant or licensee has made a showing of rehabilitation, if the person has either completed the criminal sentence without a parole or probation violation, or if the person is rehabilitated based on the bureau's rehabilitation criteria. Further, in order to ensure consistency with the state, the requirement that applicants disclose prior conviction history as part of the City's application process has been removed. Staff would note that any prior convictions would still surface during the background check conducted by the Police Department, but would ensure confidential information remain protected.

3) *Microbusinesses be included in the required 1,000-foot buffer from schools.* Staff recommends omitting this requirement. As proposed, microbusinesses would only be allowed within industrial areas, where schools are not allowed. Several industrial areas may be within 1,000 of schools, yet buffered by significant physical barriers, such as State Route 4. Staff would also note, the City Council would retain the ability to review each proposal on a case-by-case basis, and will have an opportunity to review each proposal and address concerns regarding distances at that time.

4) *An appeal process for administrative decisions made by the City Manager or Chief of Police following approval of a commercial cannabis permit be set forth within the PMC*. Staff recommends omitting this requirement. A key consideration of the approval of cannabis businesses is the ability of the City Manager and Chief of Police to address significant concerns promptly and at the sole cost of the licensee in order to protect public safety and the financial health of the City. Additionally, requirements that may be imposed could pertain to the specifics of a security plan of a business, which should not be discussed in public. Licensees would also be entering into these agreements at their own volition, and will have normal courses of action at their disposal, should they disagree with a requirement imposed by the City. Agreements would also be reviewed annually, at which time licensees would have the ability to discuss the requirements imposed.

ATTACHMENTS:

1. Ordinance
2. Resolution
3. Planning Commission Resolution No. 10170
4. Public Hearing Notice

Report Prepared By: Jordan Davis, Director of Community and Economic Development

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Amending Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting	))))	ORDINANCE NO. 21-

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

WHEREAS, in 2015, the state legislature enacted the Medical Marijuana Regulation and Safety Act (MMRSA) to regulate the medical cannabis industry.; and

WHEREAS, on October 3, 2016, the City Council adopted amendments to Titles 5 and 18 of the PMC to both regulate and ban cannabis activities. The changes regulated the delivery of cannabis for medical purposes and banned the utilization, delivery, and other cannabis activities including testing, manufacturing, and cultivation; and

WHEREAS, on November 8, 2016, the voters of the State of California voted to approve Proposition 64, which legalized the adult use of cannabis within the state. Pittsburg voters also supported Proposition 64, with 61% voting in support of the measure. At this time, Pittsburg voters also approved Measure J, allowing for implementation of a Marijuana Business Tax on all commercial marijuana businesses that may operate within the City, should land use regulations and applicable provisions of the PMC be amended to allow for such businesses and/or if local control over such businesses is removed by the courts, the Legislature, or statewide initiative in the future. Measure J passed with 68% to 31.7%. As approved by the voters, the maximum marijuana business tax rate is 10% on all marijuana related transactions; and

WHEREAS, in 2017, the State Legislature adopted the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which combined and harmonized MMRSA and Prop. 64 for the regulation of medicinal and recreational cannabis industries. Later that same year, the state's licensing authorities adopted emergency regulations to implement MAUCRSA. In 2018, the state licensing authorities readopted the emergency regulations, and promulgated final regulations effective 2019; and

WHEREAS, on March 19, 2018, the City Council adopted Ordinance No. 18-1442, amending PMC Title 5 to allow for use of cannabis within medical and nonmedical product manufacturing, and establishing procedures for issuing medical and nonmedical commercial cannabis permits. These amendments, currently in effect, limit the types of commercial cannabis businesses to those designated as Type 6 (Manufacturers), Type 7 (Manufacturers), Type 8 (Testing Laboratories), and Type 11 (Distributors). Commercial entities seeking to manufacture cannabis-related products would be required to obtain a commercial cannabis permit, which is subject to City Council approval, and is mandated to include: 1) a Business Operating Agreement, which would set forth the terms and conditions under which the commercial medical cannabis business would operate; 2) a

Business Operating Plan; and 3) a Business Security Plan approved by the Chief of Police. The total number of commercial cannabis permits that may be issued within the City is limited to nine medical and nine non-medical. Cultivation, dispensaries, and retail deliveries of cannabis in the City of Pittsburg remain prohibited; and

WHEREAS, on June 4, 2018, the City Council adopted Ordinance No. 18-1448, amending PMC Title 18 to specify how cannabis uses were defined and zone districts in which they would be allowed to operate; and

WHEREAS, similar to state law at the time, in 2018, the City chose to require a 600-foot radius between cannabis businesses and schools, parks, youth centers, day cares, and libraries. In 2019, the City Council adopted Ordinance No. 19-1465 to: 1) specify how required distances between cannabis businesses and potentially sensitive uses are measured; 2) clarify definitions of specific potentially sensitive uses; and 3) establish a minimum distance of 1,000 feet between cannabis dispensaries and potentially sensitive uses, in the event cannabis dispensaries are allowed in the future; and

WHEREAS, in July 2020, the Land Use Subcommittee met to discuss potential proposals related to cannabis retail within the City. The Land Use Subcommittee recommended a workshop be held to gain feedback from all members of the City Council; and

WHEREAS, on March 22, 2021, the City Council held a workshop to discuss the City's cannabis policy. During the workshop, the City Council voiced general support for amending the PMC to allow for additional cannabis business types, including retail, cultivation, and microbusinesses, and identified preliminary areas where these businesses would be appropriate. The City Council also discussed the types of "sensitive uses" (i.e. uses that would be considered generally incompatible with cannabis businesses) that should be buffered from cannabis businesses. During the workshop, the City Council received a presentation from staff which included an overview of the types of zoning districts being considered for cannabis retail, cultivation, and microbusinesses to solicit feedback. While it was generally agreed that uses such as manufacturing, distribution, testing laboratories, cultivation, and microbusinesses (which generally must include a cultivation and/or manufacturing component) should remain in areas normally reserved for industrial users, there was a lengthy discussion regarding the best areas to locate stand-alone cannabis retail users; and

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

WHEREAS, on June 22, 2021, the Planning Commission held a duly noticed public hearing to consider recommendation for City Council approval of amendments to PMC Titles 5 and 18 related to commercial cannabis businesses and voted 6-0 (with one absent) to adopt Resolution No. 10170, recommending City Council approval of amendments to the PMC related to cannabis. While amendments to Title 5, which deals with business licensing, do not require a Planning Commission recommendation, as the proposed amendments are substantially related, these amendments were included in the Planning Commission recommendation; and

WHEREAS, in order to adopt a zoning text amendment, and in accordance with

PMC sections 18.16.020 and 18.48.030, the City Council must find that:

1. the amendments are consistent with the objectives, policies, general land uses and programs in the General Plan;

2. the land use regulation is compatible with uses and regulations of the land use district for which it is proposed;

3. there is a community need for the change proposed; and

4. the change will be in conformity with the public convenience, general welfare, and good zoning practice.; and

WHEREAS, on or prior to July 9, 2021, notice of the July 19, 2021, public hearing to consider this item was posted at City Hall and on the 'public notices' page of the City's website; was delivered to the Pittsburg Library; was published in the local newspaper (East Contra Costa County Times) as a 1/8 page advertisement; and was mailed via first class mail or electronic mail to interested parties and individuals and organizations that requested such notice, in accordance with PMC sections 18.14.010, and Government Code section 65090 and 65091; and

WHEREAS, on July 19, 2021, the City Council of the City of Pittsburg held a duly noticed public hearing to consider the adoption of amendments to PMC Titles 5 and 18 related to commercial cannabis businesses.

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

(new language shown in bold italic, deleted language shown in strikethrough)

SECTION 1. Findings.

A. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.

B. Based on the City Council staff report entitled, "Introduction and Waive First Reading of an Ordinance to Amend Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting and Adoption of a City Council Resolution Establishing the Allowable Number of Commercial Cannabis Permits,'" dated July 19, 2021, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the City Council finds that:

1. All recitals above are true and correct and are incorporated herein by reference.

2. This project is exempt from the requirements of the California Environmental Quality Act under the general rule of applicability of the state CEQA Guidelines, section 15061, in that there is no possibility that the activity in

question would have a significant negative physical impact on the environment. The amendments proposed are procedural in nature and would not materially change the type of uses permitted within any areas of the City, but rather create specific definitions for similar businesses utilizing cannabis. Other amendments to Chapter 18.88 are intended only to provide clarity as to the required procedures for approving these uses and would therefore not result in any new impacts beyond those that could exist without the change, specifically as they may relate to aesthetics, air quality, transportation, noise, hazards, utilities and/or public services. Further, specific proposals to establish commercial cannabis businesses would be subject to approval of a Commercial Cannabis Permit, at which time impacts resulting from the establishment of any potential use would be further reviewed once more details are made available.

3. In enacting this article, it is the intent of the City Council of the City of Pittsburg to protect the safety and welfare of the general public. The Federal Controlled Substances Act, 21 U.S.C. Section 841, prohibits the possession, sale and distribution of cannabis, and the City Council finds that sanctioning the opening or establishment of medical cannabis collectives, cooperatives and dispensaries, or allowing the delivery of medical cannabis within the city, would be inconsistent with federal law. However, the City acknowledges that state law allows commercial cannabis businesses, and that certain commercial cannabis businesses that operate in accordance with state law and are properly vetted, regulated, and monitored, can have positive economic impacts in the communities in which they operate.

4. In order to protect the integrity of the City and the goals upon which this City was founded, the City Council finds that it is in the best interest of the residents of the City to allow commercial cannabis businesses to operate, subject to specific permitting requirements and execution of an operating agreement, within certain areas of the City.

5. The proposed amendments are consistent with the current General Plan Land Use goals, specifically goals 2-G-12 and 2-G-15, which call for maintaining and supporting industrial character and activities in appropriate, designated areas. The proposed changes which would potentially allow businesses to utilize cannabis commercially are consistent with General Plan Economic Development goals and policies that call for maintaining and enhancing an attractive climate for conducting business in Pittsburg (6-G-4) and efficient licensing and development permitting procedures and regulations (6-P-6). The amendments would also support the City's continued effort to develop a research and development and office attraction strategy to promote economic diversification, ensure appropriate location, and maximize growth opportunities, while retaining and expanding existing businesses (6-P-12). Lastly, as the City would enter into operating agreements with potential commercial cannabis businesses that allow for a marijuana business tax rate of up to 10% on all cannabis-related transactions, the City would potentially see increased General Fund revenues.

6. The proposed amendments are compatible with uses and regulations of the land use district for which they are proposed, in that the proposed text amendments will not permit any specific type of cannabis uses in any zoning district in which similar uses are not currently allowed or alter any development standards which would substantially alter the character of the zone districts in which these uses are permitted. Additionally, the allowed use of cannabis will not result in a substantial change to the type of raw materials or products produced by these types of businesses, and mandatory buffers from sensitive uses will be required.

7. There is a community need for the proposed amendments, in that studies have shown medical and nonmedical products that contain cannabis can have positive health benefits, and the increased production and availability of these products will potentially allow the community to more readily obtain effective treatments. Additionally, the use of cannabis in products will allow companies to experience increased sales, adding to the tax revenue base, and creating additional job opportunities.

6. The proposed amendments will be in conformity with the public convenience, general welfare, and good zoning practice, in that businesses that proposed to utilize cannabis for retail sales, cultivation, product manufacturing, testing, or distribution, or any combination of these uses, will be required to enter into an operating agreement with the City, which allows for a maximum tax rate of 10% on all cannabis-related transactions, and will potentially provide the City with increased tax revenues, which may be used to fund services that support the general welfare of the public, such as police services and parks. Further, no development standards will be substantially altered as to change the character of the zone districts in which these uses are permitted.

C. The Staff Report entitled, “Introduction and Waive First Reading of an Ordinance to Amend Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting and Adoption of a City Council Resolution Establishing the Allowable Number of Commercial Cannabis Permits,’” dated July 19, 2021, is referenced hereto as additional support for findings.

SECTION 2. The title of Chapter 5.70 is hereby amended to read as follows:

CANNABIS ***BUSINESSES*** ~~DISPENSARIES, BUSINESSES AND DELIVERIES~~

SECTION 3. Article I of Chapter 5.70 is hereby repealed.

SECTION 4. Article II of Chapter 5.70 is hereby amended to read as follows:

Article II. ~~Nonmedical~~ Cannabis ***Businesses***

5.70.110 Purpose.

A. In enacting this article, it is the intent of the city council to protect the safety and

welfare of the general public. The Federal Controlled Substances Act, 21 U.S.C. Section 841, prohibits the possession, sale and distribution of cannabis, and the city council finds that sanctioning the opening or establishment of ~~nonmedical~~ cannabis collectives, cooperatives, and dispensaries, or allowing the delivery of ~~nonmedical~~ cannabis within the city would be inconsistent with federal law. However, the city acknowledges that state law allows commercial ~~nonmedical~~ cannabis businesses, and that certain commercial ~~nonmedical~~ cannabis businesses that operate in accordance with state law and are properly vetted, regulated, and monitored, can have positive economic impacts in the communities in which they operate.

~~B. Furthermore, the city council finds that nonmedical cannabis dispensaries are public nuisances in that many violent crimes have been committed that can be traced back to the proliferation of cannabis dispensaries, including armed robberies and murders. Increased noise and pedestrian traffic, including nonresidents in pursuit of cannabis, and out-of-area criminals in search of prey, are commonly encountered near or outside cannabis collectives, cooperatives and dispensaries. The city council further finds that it is reasonable to conclude that cannabis deliveries are likely to cause many of these same adverse impacts.~~

~~C. Therefore, in order to protect the integrity of the city and the goals upon which this city was founded, the city council finds that it is in the best interest of the residents of the city to prohibit nonmedical cannabis collectives, cooperatives and dispensaries, and cannabis deliveries, and only allow certain commercial cannabis businesses to operate, subject to specific permitting requirements and execution of an operating agreement.~~

~~D~~***B***. The purpose of this article is to ~~prohibit cannabis collectives, cooperatives and dispensaries from being opened or established in the city of Pittsburg, as well as prohibiting nonmedical cannabis deliveries from occurring in the city of Pittsburg, while also allowing~~ ***establish*** ~~certain~~ ***regulations for*** commercial ~~nonmedical~~ cannabis businesses to operate ~~subject to requirements~~ ***as*** set forth in this article. Nothing in this article shall be deemed to allow or authorize any use or activity which is ***not expressly permitted by this article and is*** otherwise prohibited by any state or federal law.

5.70.120 Definitions.

The following words and phrases, whenever used in this article, shall be construed as hereafter set out, unless it is apparent that they have a different meaning:

A. “City” means the city of Pittsburg.

B. “Commercial ~~nonmedical~~ cannabis business” means ~~Type 6 – Manufacturer 1, Type 7 – Manufacturer 2, Type 8 – Testing laboratory, and Type 11 – Distributor activities defined by the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”), Business and Professions Code Section 26000 et seq.~~ ***business engaged in commercial activity involving cannabis and holding one or more state licenses. A single commercial cannabis business may hold multiple state licenses under a single city commercial cannabis permit.***

C. "~~Nonmedical c~~Cannabis" ***shall have the same meaning as set forth in California Health and Safety Code Section 11018, et seq. Consistent with state law, it does not include industrial hemp, as defined in Health and Safety Code Section 11018.5.*** ~~includes marijuana and means any or all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not, the seeds thereof, the resin or separated resin, whether crude or purified, extracted from any party of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. means cannabis that is intended to be used for nonmedical purposes pursuant to Business and Professions Code Section 26000 et seq.~~

D. "~~Nonmedical c~~***C***annabis delivery" ~~means the commercial transfer of nonmedical cannabis or nonmedical cannabis products from a nonmedical cannabis dispensary to a person, as well as the use by a dispensary of any technology platform to arrange for or facilitate the transfer of nonmedical cannabis or nonmedical cannabis products.~~ ***shall have the same meaning as set forth in PMC section 18.08.080.***

E. "~~Nonmedical c~~***C***annabis ~~dispensary~~***retail***" or "***Retail***~~dispensary~~" ~~means any retail business that~~ Commercial cannabis activity ~~that is required to possess a "Type 10 – Retailer" or "Type 12 Microbusiness" under Business and Professions Code Section 260050 et seq.~~ ***shall have the same meaning as set forth in PMC section 18.08.080.***

F. "~~Nonmedical c~~***C***annabis product***(***s***)***" means***, consistent with state law,*** ~~nonmedical~~ ***unprocessed cannabis plant material and/or*** cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

G. ***"Licensee" means any person or business with a commercial cannabis permit and Operating Agreement approved by the city.***

H. "Person" means any individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability corporation, collective, cooperative, or combination thereof in whatever form or character.

5.70.130 ~~Nonmedical cannabis dispensaries prohibited~~ ***Reserved***.

~~Nonmedical cannabis dispensaries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, the operation of a nonmedical cannabis dispensary.~~

5.70.140 ~~Nonmedical cannabis deliveries prohibited~~ ***Reserved.***

~~Nonmedical cannabis deliveries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, nonmedical cannabis deliveries. This~~

~~section shall not be interpreted to prohibit the transportation of nonmedical cannabis through the city on public roads, as long as such transportation does not involve the delivery of nonmedical cannabis within the city.~~

5.70.150 Commercial ~~nonmedical~~ cannabis businesses allowed.

~~Commercial nonmedical cannabis businesses are allowed in the city, pursuant to the requirements set forth in this article. All commercial nonmedical cannabis businesses must obtain a city business license, a city nonmedical cannabis permit, and a state license prior to operation, and also enter into an operating agreement with the city. Only Type 6 – Manufacturer 1, Type 7 – Manufacturer 2, Type 8 – Testing laboratory, and Type 11 – Distributor, as defined by Business and Professions Code Section 26000 et seq., shall be allowed and permitted by the city. The city council may, at its discretion, issue up to nine commercial nonmedical cannabis permits. This number may be changed at a later time by resolution of the city council. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, a commercial nonmedical cannabis business without complying with the requirements of this article.~~

No commercial cannabis business is allowed in the city, except in compliance with the requirements set forth in this article and all applicable provisions of the Pittsburg Municipal Code. Prior to operation, a commercial cannabis business must obtain a city business license, one or more city cannabis permits, all necessary state licenses, and enter into an operating agreement with the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, a commercial cannabis business without complying with the requirements of this article.

The city council may by resolution establish and/or modify the number and type of future commercial cannabis businesses allowed within the city, including establishing moratoria.

5.70.160 ~~Commercial nonmedical cannabis permit~~ ***Reserved***.

~~A. It shall be unlawful for any person to operate a commercial nonmedical cannabis business without a commercial nonmedical cannabis permit, issued by the city, under the terms and conditions set forth in this article.~~

~~B. Each commercial nonmedical cannabis permit shall expire five (5) years from its date of issuance. Renewal of the permit shall be subject to city council approval, which must be obtained at a duly noticed, open and public meeting. City shall have the right to charge an administrative fee to the commercial nonmedical cannabis permit holder, to compensate city for its reasonable and actual costs to evaluate the permit renewal.~~

~~C. The commercial nonmedical cannabis permit is not transferable, unless approved in writing by the City Manager. and a Any attempt to assign or transfer the~~

permit without prior written consent from the City Manager shall render the permit null and void.

D. No commercial nonmedical cannabis business shall be located within 600 feet of an existing school (as defined by PMC 18.08.060(V)), general day care (as defined by PMC 18.08.060(F)), club or lodge (as defined by PMC 18.08.060(B)) used exclusively as a youth center, city-owned park space which is open to the public, or library, as measured from the main entrance of the business to the nearest access point of the other use, following the shortest publicly accessible path of travel, including but not limited to streets, alleys, sidewalks, pathways, or trails. However, in no event shall a commercial nonmedical cannabis dispensary providing cannabis products to the end user be located less than 1,000 feet from any of the uses described above, as measured by the shortest direct line distance between the subject parcel lines. The city council, by ordinance, may amend this restriction and/or allow permit modifications to allow for unique parameters of a specific commercial cannabis businesses. The permit modifications can take into consideration, but not be limited to:

Facility layout and orientation
Physical natural or manmade barriers
Low visual impact or adopt additional restrictions.

E. The commercial nonmedical cannabis business shall file an application for a commercial nonmedical cannabis permit with the city manager or city manager's designee on forms provided by the city, and shall pay an "application fee" and "processing fee."

F. The city council may deny an application for a commercial nonmedical cannabis permit, if it determines any of the following:

1. The applicant made one or more false or misleading statements or omissions on the registration application or during the application process;

2. The applicant fails to meet the requirements of this chapter or any regulation adopted pursuant to this chapter;

3. It is not in the best interest of the city, based upon the applicant's application or operating agreement, to issue a permit to the business;

4. Potential threats to public health and safety cannot be sufficiently mitigated; or

5. Significant public opposition necessitates denial to preserve the health, safety, and general welfare of the city.

5.70.161 Commercial nonmedical cannabis permit holder qualifications ***Reserved***.

All commercial nonmedical cannabis permit holders must meet the following minimum qualifications. The city reserves the right to require additional

~~qualifications through the commercial nonmedical cannabis permit application procedure.~~

~~A. Commercial nonmedical cannabis permit holders, business operators, and employees must be 21 years of age or older.~~

~~B. Commercial nonmedical cannabis permit holders, their business operators and employees shall be subject to background search by the California Department of Justice and local law enforcement. At city's discretion, city may conduct a background search of any commercial nonmedical cannabis permit holder, their business operators, and employees.~~

~~C. Commercial nonmedical cannabis business owners, operators, managers, and employees must not have felony convictions, as specified in Penal Code Sections 667.5(c) and 1192.7(c).~~

~~D. Commercial nonmedical cannabis business owners, operators, managers, and employees must not have a criminal conviction that substantially relates to the qualifications, functions, or duties of the business or profession, including a felony conviction involving fraud, deceit, or embezzlement or a criminal conviction for the sale or provision of illegal controlled substances to a minor.~~

5.70.162 ~~Commercial nonmedical cannabis permit application~~ ***Reserved***.

~~An application for a commercial nonmedical cannabis permit shall include, but not be limited to, the following information:~~

~~A. The legal name, and any other names, under which the commercial nonmedical cannabis business will operate.~~

~~B. The address of the location and the on-site telephone number, if known, of the commercial nonmedical cannabis business.~~

~~C. The following information for each owner and manager of the nonmedical commercial cannabis business:~~

~~1. Complete legal name and any alias(es), address, and telephone number.~~

~~2. Date and place of birth.~~

~~3. Social security numbers.~~

~~4. Copy of a valid government issued photo identification card, license, or passport.~~

~~5. List of all criminal convictions, other than infractions for traffic violations, the jurisdiction of the convictions, and the circumstances thereof.~~

~~6. Names of businesses owned or operated by the owner(s) or manager(s)~~

~~within the last 10 years.~~

~~7. Investor and/or partner information.~~

~~D. Assessor's parcel number of the parcel upon which the commercial nonmedical cannabis business will be located.~~

~~E. Draft operating agreement, in accordance with PMC 5.70.163.~~

~~F. Notarized written authorization from the property owner and/or landlord, to operate a commercial nonmedical cannabis business on the site.~~

~~G. Air Quality Acknowledgement. When deemed necessary by city staff, the applicant shall provide a calculation of the business's anticipated emissions of air pollutants. The applicant shall also provide assurance that the business will comply with all best management practices established by the Bay Area Air Quality Management District ("BAAQMD"). No commercial nonmedical cannabis permit shall be issued to any business that would exceed the thresholds of significance established by the BAAQMD for evaluating air quality impacts for operation or construction.~~

~~H. Greenhouse Gas Emissions Acknowledgement. When deemed necessary by city staff, the applicant shall provide calculations of the anticipated greenhouse gas emissions for the operation of the business and, where applicable, the operation of the business. The applicant shall further demonstrate compliance with any applicable state, regional, or local plan for the reduction of greenhouse gas emissions. No commercial nonmedical cannabis permit shall be granted for any business that would violate any state, regional, or local plan for the reduction of greenhouse gases.~~

~~I. Water Supply Acknowledgement. When deemed necessary by the city engineer, the applicant shall demonstrate to the satisfaction of the city engineer that sufficient water supply exists for the use.~~

~~J. Wastewater Acknowledgement. When deemed necessary by the city engineer, the applicant shall demonstrate to the satisfaction of the city engineer that sufficient wastewater capacity exists for the proposed use.~~

~~K. To the extent that the applicant intends to use any hazardous materials in its operations, the applicant shall provide a hazardous materials management plan that complies with all federal, state, and local requirements for management of such substances. "Hazardous materials" includes any hazardous substance regulated by any federal, state, or local laws or regulations intended to protect human health or the environment from exposure to such substances.~~

~~L. Property owner(s) and applicant(s) shall sign the application and shall include affidavit(s) agreeing to abide by and conform to the conditions of the permit and all provisions of the Pittsburg Municipal Code pertaining to the establishment and operation of the nonmedical commercial cannabis manufacturing business,~~

~~including, but not limited to, the provisions of this article. The affidavit(s) shall acknowledge that the approval of the permit shall, in no way, allow any activity contrary to the Pittsburg Municipal Code, or any activity which is in violation of applicable laws.~~

~~M. Statement in writing by the applicant, that they will, to the fullest extent allowed by law, give preference to residents of the city for employee hiring.~~

~~N. Signed indemnity provision.~~

~~O. Any other information the city deems necessary.~~
~~Pursuant to applicable law, private information will be exempt from disclosure to the public, in order to protect an applicant's privacy interest and safety.~~

5.70.163 Commercial ~~nonmedical~~ cannabis business operating agreement.

The operating agreement shall set forth the terms and conditions under which the commercial ~~nonmedical~~ cannabis business will operate, which are in addition to the requirements of this article, including, but not limited to:

(A) a business operating plan as set forth in PMC 5.70.164;

(B) a security plan as set forth in PMC 5.70.165;

(C) Required cannabis business tax;

(B) payment of fees and other charges mutually agreed to; and

(D) additional terms and conditions that will protect and promote public health, safety, and welfare.

The operating agreement shall be approved by the city council during a duly noticed, open and public meeting. The operating agreement may be approved concurrently with the commercial ~~nonmedical~~ cannabis permit. An approved operating agreement shall only be in force with a valid commercial ~~nonmedical~~ cannabis permit.

5.70.164 Commercial ~~nonmedical~~ cannabis business operating plan.

An operating plan shall be in conformance with the requirements of this article, and shall include, at a minimum:

A. A list of the names, addresses, telephone numbers, and responsibilities of each applicant, manager and employee of the ~~nonmedical~~ ***commercial*** cannabis ~~manufacturing~~ business.

~~B. Prior to operation of the commercial cannabis business, the applicant shall submit to the Chief of Police or his designee, an exhibit listing the names, addresses, telephone numbers, and responsibilities of all employees not considered~~

~~Responsible Parties. All employees must be twenty-one (21) years of age or older or as specified as in the business operating agreement. This list shall remain confidential. Any changes to this list shall be submitted to the Chief of Police as soon as reasonably possible. These changes shall not be considered an amendment to this agreement, and shall not require any prior approval.~~

~~C~~***B***. Planned hours and days of operations of the ~~nonmedical~~ ***commercial*** cannabis ~~manufacturing~~ business.

C. ***Site plan of the proposed facility.***

D. Floor plan of the proposed business facility.

~~D~~***E***. ~~If applicant is a commercial nonmedical cannabis manufacturing business, p~~***P***rocedures to be utilized at the facility, including, as applicable, a description of which chemicals will be used, how chemicals will be stored, handled, and used; extraction and infusion methods; the transportation process; inventory procedures; cannabis track and trace procedures; inventory procedures; quality control procedures; and testing procedures.

~~E~~***F***. ~~If applicant is a commercial nonmedical cannabis manufacturing business, a~~ ***A*** detailed description of the product(s) to be manufactured at the business, including a description of the product's intended final use by consumers***, as applicable***.

G. ***A detailed description of the types of product(s) to be sold at the business, as applicable***.

H. Transportation plan detailing how and when ~~nonmedical~~ cannabis will be delivered to and from the commercial ~~nonmedical~~ cannabis business. ***Licensee shall only transport cannabis and/or cannabis products via a transport service(s) licensed by the state and in compliance with state law.***

~~G~~***I***. Procedures for identifying, managing, and disposing of contaminated, adulterated, deteriorated, or excess ~~nonmedical~~ cannabis and ~~nonmedical~~ cannabis products.

~~H~~***J***. Procedures for inventory control to prevent diversion of ~~nonmedical~~ cannabis or ~~nonmedical~~ cannabis products to unintended uses; employee screening; storage of ~~nonmedical~~ cannabis; personnel policies; and recordkeeping.

~~I~~***K***. Odor management plan detailing the reasonable steps that will be taken by the business to ensure that the odor of ~~nonmedical~~ cannabis and other physical impacts on neighboring properties will be minimized.

~~J~~***L***. Policies and procedures for adopting, monitoring, implementing, and enforcing all requirements of this article.

The ~~c~~ity shall have the discretion to require changes to a business's operating plan. A commercial ~~nonmedical~~ cannabis permit holder is required to submit any

proposed change(s) to an approved operating plan to the city manager for approval, at least 30 days before the proposed change(s) is/are to take effect. Failure to do so will result in a suspension and/or revocation of the permit. The city manager shall have the authority to suspend a permit, and the city council shall have the authority to revoke a permit.

5.70.165 Commercial ~~nonmedical~~ cannabis business security plan.

A security plan must be developed in consultation with, and approved by, the city's chief of police ***or their designee***, to ensure the safety of persons working inside the business, and to protect the premises from theft, vandalism, and fire. The applicant's ~~approved~~ ***proposed*** security plan must be filed with the city manager or city manager's designee ***at the time of application, and the final security plan as approved by the chief of police or their designee shall be kept on file with the police department and city manager's office at all times***. The applicant shall agree to implement all measures set forth in the security plan. The security plan shall include, but not be limited to, the following security measures:

A. Storing ~~nonmedical~~ cannabis and ~~nonmedical~~ cannabis products not being manufactured or tested, in a secure room(s). Access to this/these room(s) shall be limited to key officers or employees.

B. Installation of 24-hour security surveillance cameras of at least high definition quality, to monitor all entrances and exits to and from the premises, all interior spaces where cannabis, cash, or currency is being stored, and all interior spaces where diversion of cannabis could reasonably occur. Access to the security surveillance camera network shall be given to the police department.

C. The location, make(s) and model(s) of all security infrastructure.

D. A floor plan showing the location of secure areas

~~E Any proposed building modifications~~

~~F. All other requirements determined by the city manager and/or city's chief of police.~~

~~C~~***E***. Retention of 24-hour surveillance camera footage for at least 60 days. All surveillance camera footage shall be made immediately available to the chief of police or the chief of police's designee, or to any other state or local law enforcement, upon request.

~~H. Should the business necessitate an increased police presence, the Chief of Police may require Licensee to provide additional public safety measures, including but not limited to, additional video cameras, additional exterior lighting, hiring licensed and bonded security guards approved by the Police Department, or such other measures as determined necessary by the Chief of Police. Any such additional measures required by the Chief of Police shall be at the business owner's sole expense.~~

F. The total amount of concentrated THC stored by a manufacturing business at any one time shall be documented, and records shall be made available to the chief of police or his/her designee at all times. The chief of police shall reserve the right to establish a limit on the amount of concentrated THC stored at any time.

~~J. All inventory, testing, usage, or other logs shall be made available to the Police Department or City Manager upon request.~~

~~K. All cannabis concentrate shall be stored in a secure facility as shown in approved floor plan. The secure area shall remain locked at all times, and shall be accessible only by those individuals identified and approved as "Responsible Parties."~~

~~DL~~***G***. Professionally installed, maintained and monitored alarm system. Notice of the triggered alarm shall be sent to the police department.

~~E~~***H***. Sensors installed to detect entry and exit from all secure areas.

~~F~~***I***. Use of commercial-grade, nonresidential locking mechanisms at all points of ingress and egress.

~~G~~***J***. Procedure whereby police ***department*** ~~are~~ ***is*** notified immediately upon any incidents of theft, vandalism, or any other instances stipulated by the chief of police ***or their designee***.

~~H~~***K***. Designation of a responsible individual, who will be the business's point of contact with city, police, and other law enforcement entities.

~~I~~***L***. Transportation plan detailing how and when nonmedical cannabis will be delivered to and from the commercial ~~nonmedical~~ cannabis business.

M. If the chief of police determines a business is disproportionately impacting police resources, the chief of police may require Licensee to provide additional public safety measures, including but not limited to, additional video cameras, additional exterior lighting, hiring licensed and bonded security guards approved by the police department, or such other measures as determined necessary by the chief of police. Any such additional measures required by the chief of police shall be at the Licensee's sole expense.

N. All inventory, testing, usage, or other logs shall be made available to the police department or city manager upon request.

O. All other requirements determined by the city manager and/or city's chief of police in their sole discretion.

5.70.170 ~~Commercial nonmedical cannabis permit revocation and suspension~~ ***Reserved***.

A commercial nonmedical manufacturing permit issued under this article may be immediately suspended and/or revoked for any of the following reasons:

A. An operator/permit holder ceases to meet any of the minimum qualifications listed in this article.

B. An operator/permit holder fails to comply with the requirements of this article or any conditions of approval of the permit.

C. An operator/permit holder's state license for commercial nonmedical cannabis operations is revoked, terminated, or not renewed.

D. An operator/permit holder's commercial nonmedical cannabis permit is suspended or revoked.

E. The commercial nonmedical cannabis business fails to become operational within six (6) months of obtaining its commercial nonmedical cannabis permit.

F. Once operational, the business ceases to be in regular and continuous operation for 90 consecutive days.

G. State law allowing the use for which the permit was issued is amended or repealed resulting in the prohibition of such use, or the city receives credible information that the federal government will commence enforcement measures against such businesses and/or local governments that allow them.

H. Circumstances under which the permit was granted have significantly changed and the public health, safety, and welfare require the suspension, revocation, or modification.

I. The permit was granted, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the permit application.

J. An operator/permit holder is not current on city taxes or fees.
K. An operator/permit holder initiates changes to its operating plan or operating agreement without first obtaining city approval.

L. An operator/permit holder fails to adhere to the Security Plan, as may be modified by the Chief of Police.

LM. An operator/permit holder's state license for commercial nonmedical cannabis operations is suspended. The city shall not reinstate the permit until documentation is received showing that the state license has been reinstated or reissued. It shall be the city's discretion whether the city reinstates any permit.

The city manager shall have the authority to suspend a permit, and the city council shall have the authority to revoke a permit. A suspension and/or revocation of a permit automatically suspends and/or revokes the permit holder's commercial

~~nonmedical cannabis business operating agreement.~~

5.70.180 ~~Commercial nonmedical cannabis permit indemnification~~ ***Reserved.***

~~To the fullest extent permitted by law, commercial nonmedical cannabis permit holders shall indemnify, defend with counsel acceptable to city, and hold harmless, city and its officers, officials, employees, agents and volunteers (collectively, "indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation attorney's fees, costs and fees of litigation (collectively, "liability") of every nature arising out of, pertaining to, or relating to the city's suspension and/or revocation of a permit, except such liability caused by the sole gross negligence or willful misconduct of city.~~

5.70.190 ~~Dual application process~~ ***Reserved***.

~~A person may apply for a commercial medical cannabis permit and commercial nonmedical cannabis permit concurrently.~~

5.70.200 Penalty.

A. Violation of this article is a public nuisance.

B. Nothing in this article in any way limits any other remedy that may be available to the city, or any penalty that may be imposed by the city, for violations of this chapter. Such additional remedies include, but are not limited to, injunctive relief, administrative citations, or a cause of action under the California Narcotics Nuisance Abatement Act (Health and Safety Code Section 11570).

SECTION 5. Section 18.08.080 of the Pittsburg Municipal Code is hereby amended to include the following commercial use classifications:

Cannabis Delivery. Consistent with state law, a facility or business that holds a valid and appropriate state license and conducts the retail sale of cannabis or cannabis products via delivery service to the end user. Cannabis Delivery includes both storefront retail businesses open to the public and engaged in the delivery of cannabis or cannabis products, as well as non-storefront cannabis businesses with a physical location in the city that sell and deliver cannabis or cannabis products to customers without a premises that is open to the public. This definition excludes "Cannabis Microbusiness."

Cannabis Retail. Consistent with state law, a facility or business that holds a valid state license and conducts the retail sale of cannabis or cannabis products. This definition excludes "Cannabis Microbusiness."

SECTION 6. Section 18.08.100 of the Pittsburg Municipal Code is hereby amended to read as follows:

18.08.100 Industrial use classifications.

A. Food and Drug Processing. Establishment engaged in the manufacture, processing, production, or packaging of drugs, beverages, or food products within an enclosed building. This classification includes brewery, bottler, winery, meat processing plant, candy and dairy product manufacturer, ~~commercial medical and nonmedical cannabis businesses as defined by PMC 18.88.010,~~ and related activities within an enclosed building, but excludes slaughterhouse, rendering plant, cannery or tannery. Uses in this classification may provide for the incidental on-site tasting or retailing of products.

B. Industrial Service. Establishment that provides services in which industrial-type equipment, materials, and supplies are maintained on the site or that require on-site processing or handling of materials or substances.

1. Boatyard. Establishment providing facilities for the repair, detailing, painting, maintenance, fabrication and handling of small boats such as pleasure craft and commercial fishing and tour boats, and related equipment. This includes ancillary boat ramps, drydocks, and handling facilities, and sail-making lofts.

2. Contractor. Establishment that furnishes supplies, equipment, or products, and performs services at off-site locations but which maintains equipment, vehicles with a gross vehicle weight in excess of 15,000 pounds, stock-in-trade, and related activities on-site within an enclosed building. Typical uses are construction, janitorial, excavation, demolition, pest control, landscape or building contracting services.

a. Contractor Yard. Storage yard and maintenance of equipment and supplies outside of a building.

3. Equipment Sales and Rental. Retail or wholesale sale or rental of new or used large vehicles such as tractors, construction or agricultural equipment, commercial utility trucks, and utility or freight trailers. Establishments in this classification may offer incidental repair and maintenance of equipment for sale or rent.

4. Laboratory. Establishment over 2,000 square feet, other than medical/dental lab, providing commercial testing, photofinishing, chemical or biological analytical service within an enclosed building.

a. Cannabis Testing Laboratory. Consistent with state law, an establishment that holds a valid state license that offers or performs tests of cannabis or cannabis products and that is both accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state and licensed by the state.

5. Laundry. Establishment that provides on-site cleaning services within an enclosed building. This classification includes industrial dry cleaning plant, commercial laundry and linen supply services, or diaper services.

6. Processor. Establishment in which materials or items are handled or processed including their related storage and sale. This classification includes rock or mineral

crushing and processing services; lumber, building material and scrap metal salvage and handling; solid waste facility/materials recovery facility and transfer station; and auto dismantler within an enclosed building.

7. Repair/Jobbing Service. Establishment providing facilities within an enclosed building for the repair or custom manufacture of heavy business and industrial equipment, other than automobile, recreational vehicle and boat repair. Uses include welding and machine shop, foundry, metal finishing, tool making, or construction and material handling equipment repair services.

C. Manufacturing. An industrial activity involving the making of goods or products by manual labor or machine process, including incidental and related processing, storage, wholesaling and distribution.

1. Heavy. Establishment engaged in the primary production of and extraction of metals or chemical products from raw materials or the pre-production processing of basic products, including bulk storage and handling of such products and materials. Uses in this classification typically involve a high incidence of truck, rail, or ship traffic, and/or outdoor storage of products, materials, equipment, or bulk fuel. This classification includes steelworks and finishing mill; chemical and fertilizer plant; petroleum and gas refinery; lumber, paper, or textile mill; asphalt, concrete, and hot mix batch plant; stoneworks, glassworks, brick refractory; and concrete products manufacturing within an enclosed building.

2. Limited. Establishment engaged in the fabrication, assembly, processing, treatment, or packaging of finished parts or products from previously prepared materials within an enclosed building, excluding food and drug processing.

3. Custom. Establishment primarily engaged in on-site production of goods by hand manufacturing involving the use of hand tools and small-scale equipment. This classification may include the incidental direct sale to consumers of only those products produced on-site. Typical uses include ceramic studio, candle-making, boatwright, custom jewelry manufacture, ornamental iron works, cabinet shop, or stained/leaded glass studio.

4. Cannabis Manufacturing. Consistent with state law, an establishment that holds a valid state license and conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or container, but excludes "Cannabis Microbusiness."

5. Cannabis Microbusiness. Consistent with state law, an establishment that holds a valid state license and is engaged in three of the following four commercial cannabis activities: cultivation of cannabis in an area less than 10,000 square feet; cannabis distributor; cannabis manufacturing; and cannabis retail.

D. Research and Development Production. Establishment primarily engaged in the research, development, testing, and controlled production and wholesale of high-technology electronic, industrial, or scientific products or commodities within an enclosed building, but does not include uses that may be objectionable by reason of production of offensive odor, dust, noise, vibration, or storage of hazardous materials. Uses include biotechnology, film, and nontoxic electronic and computer component manufacturers.

E. Transportation/Distribution. Activity and facility involving the distribution of freight or transportation services.

1. Commercial/Personal Transport Services. Establishment providing transportation services including the incidental maintenance and storage of vehicles, but excluding establishments with facilities for long- or short-term storage of transported goods. This classification includes limousine, bus, taxi, or armored car services.

2. Railroad Terminal and Switchyard. Facility for distributing freight from rail cars and making up trains.

3. Truck Terminal. Establishment providing truck storage or facilities for the distribution, handling, processing, and long- or short-term storage of transported goods or packages. This classification does not include trucking activities accessory to a permitted or conditionally permitted use.

4. Wharf. Facility comprised of one or more docks and adjacent land, that is used for the berthing of ships and barges, and the distribution and handling of cargo.

5. Cannabis Distribution. Consistent with state law, an establishment that holds a valid state license and is engaged in the procurement, sale, and transport of cannabis and cannabis products between commercial cannabis businesses licensed by the state. This definition excludes "Cannabis Microbusiness."

F. Wholesaling and Storage. Establishment engaged in the wholesale, distribution and warehousing of goods. Uses in this category provide storage space for bulk quantities of commercial goods, or sell or arrange the sale of goods from suppliers to other wholesalers or retailers. Establishments under this classification may sort, package and label products for distribution, but do not display merchandise or accommodate walk-in retail customers.

1. With Interior Storage. Storage and handling of goods and equipment is entirely within an enclosed building.

2. With Exterior Storage. Storage and handling of goods and equipment is entirely or partially outdoors, even if screened from public view. This classification does not include junk or vehicle dismantling yard, or disposal facility.

SECTION 7. Section 18.08.120 of the Pittsburg Municipal Code is hereby amended to add the following use classification:

Cannabis Cultivation.

1. Indoor. Consistent with state law, an establishment that holds a valid state license and is engaged in cannabis cultivation indoors for the purpose of commercial use, but excludes a "Cannabis Microbusiness."

2. Outdoor. Consistent with state law, an establishment that holds a valid state license and is engaged in cannabis cultivation outdoors for the purpose of commercial use, but excludes a "Cannabis Microbusiness."

3. Mixed Light. Consistent with state law, an establishment that holds a valid state license and is engaged in cannabis cultivation utilizing a mixture of indoor and outdoor lighting for the purpose of commercial use, but excludes a "Cannabis Microbusiness."

SECTION 8. Section 18.52.010, Schedule A, of the Pittsburg Municipal Code is hereby amended to include the following uses and limitations:

	CO	CN	CC	CS	CSD	CW	CP
Cannabis Delivery	***-***	***-***	***L-175, L-176***	***L-175, L-176***	***-***	***-***	***-***
Cannabis Retail	***-***	***-***	***L-175, L-176***	***L-175, L-176***	***-***	***-***	***-***

L-175	***Businesses utilizing cannabis as a primary or accessory use shall comply with the requirements prescribed by Chapters 5.70 and 18.88 PMC. On-site tasting or sampling of cannabis products to or by the public is prohibited.***
L-176	***Limited to parcels located north of State Route 4 and east of Loveridge Road.***

SECTION 9. Section 18.54.010, Schedule A, of the Pittsburg Municipal Code is hereby amended to include the following uses and limitations, amend the identified permitting procedure related to 'Food and drug processing,' and amend Limitation 175 ("L-175"):

	IP	IL	IG
Commercial			
Cannabis Delivery	***L-175, L-177***	***L-175, L-178***	***L-175, L-178***
Cannabis Retail	***L-175, L-177***	***L-175, L-178***	***L-175, L-178***
Industrial			

Food and drug processing	U~~,~~ ~~L-175~~	U~~,~~ ~~L-175~~	U~~,~~ ~~L-175~~
Cannabis Testing Laboratory	***L-175; L-178***	***L-175; L-178***	***L-175; L-178***
Cannabis Manufacturing	***L-175; L-177***	***L-175; L-178***	***L-175; L-178***
Cannabis Microbusiness	***L-175; L-177***	***L-175; L-178***	***L-175; L-178***
Cannabis Distribution	***L-175; L-177***	***L-175; L-178***	***L-175; L-178***
Agricultural and Extractive			
Cannabis Cultivation			
Indoor	***L-175; L-177***	***L-175; L-178***	***L-175; L-178***
Outdoor	***-***	***-***	***-***
Mixed Light	***-***	***-***	***-***

IP, IL AND IG DISTRICTS – ADDITIONAL USE REGULATIONS

L-175	***Businesses utilizing cannabis as a primary or accessory use shall comply with the requirements prescribed by Chapters 5.70 and 18.88 PMC. On-site tasting or sampling of cannabis products to or by the public is prohibited.*** ~~Use permit required. Businesses utilizing cannabis as a primary or accessory use are not required to obtain a use permit, but shall comply with the requirements prescribed by PMC Title 5, and Chapters 5.70 and 18.88 PMC. On-site tasting, sampling, or retailing of cannabis products to or by the public is prohibited.~~
L-177	***Limited to areas located within the Railroad Avenue Specific Plan area south of State Route 4 and east of Harbor Street. Uses must also be set back a minimum of 200 feet from the right-of-way of Harbor Street, Leland Road, and Loveridge Road.***
L-178	***Limited to areas located north of Pittsburg-Antioch Highway and east of Loveridge Road.***

SECTION 10. PMC Chapter 18.88 is hereby amended to read as follows:

18.88.010 Definitions.

"Cannabis" shall have the same meaning as set forth in California Health and Safety Code Section 11018, et seq. Consistent with state law, it does not

include industrial hemp, as defined in Health and Safety Code Section 11018.5.

"Commercial ~~medical~~ cannabis business" means ***business engaged in commercial activity involving cannabis and holding one or more state licenses. A single commercial cannabis business may hold multiple state licenses under a single city commercial cannabis permit.*** ~~Type 6 – Manufacturer 1, Type 7 – Manufacturer 2, Type 8 – Testing laboratory, and Type 11 – Distributor activities defined by the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), Business and Professions Code Section 26000 et seq~~.

~~"Commercial nonmedical cannabis business" means any nonmedical Type 6 – Manufacturer 1, Type 7 – Manufacturer 2, Type 8 – Testing laboratory, and Type 11 – Distributor activities defined by the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), Business and Professions Code Section 26000 et seq.~~

"Fully enclosed and secure structure" means a space within a building that complies with the applicable building code, and has a complete roof enclosure supported by connecting walls extending from the ground to the roof, a foundation, slab or equivalent base to which the floor is secured by bolts or similar attachments, is secure against unauthorized entry, and is accessible only through one or more lockable doors. Walls and roof must be constructed of solid materials that cannot be easily broken through, and must be constructed with nontransparent material.

"Indoors" means inside a fully enclosed and secure structure or within a private residence.

"Medical cannabis" means cannabis used for medical purposes in accordance with the Compassionate Use Act, Health and Safety Code Section 11362.5, and the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), Business and Professions Code Section 26000 et seq.

"Medical cannabis cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis as defined in Business and Professions Code Section 26000 et seq.

"Medical cannabis delivery" means the transfer of medical cannabis or medical cannabis products from a medical cannabis dispensary to a qualified patient or primary caregiver, as well as the use by a dispensary of any technology platform to arrange for or facilitate the transfer of medical cannabis or medical cannabis products.

"Medical cannabis dispensary" or "dispensary" means (1) any facility, building, structure or location, whether fixed or mobile, where a primary caregiver makes available, sells, transmits, gives or otherwise provides medical cannabis to three or more of the following: a qualified patient or a person with an identification card, or a primary caregiver, in strict accordance with Health and Safety Code Section

11362.5 et seq.; or (2) any facility, building, structure or location where three qualified patients and/or persons with identification cards and/or primary caregivers meet or congregate in order to collectively or cooperatively distribute, sell, dispense, transmit, process, deliver, exchange or give away cannabis for medicinal purposes pursuant to Health and Safety Code Section 11362.5 et seq., and such group is organized as a medical cannabis cooperative or collective as set forth in the Attorney General's guidelines. The terms "primary caregiver," "qualified patient," and "person with an identification card" shall be as defined in Health and Safety Code Section 11362.5 et seq.

For purposes of this chapter, a "medical cannabis dispensary" shall not include the following uses, as long as the location of such uses is otherwise regulated by applicable law and complies strictly with applicable law, including but not limited to Health and Safety Code Section 11362.5 et seq.:

1. A clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code;

2. A health care facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code;

3. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code;

4. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code;

5. A residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code.

"Medical cannabis products" means medical cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.
"Nonmedical cannabis" means cannabis that is intended to be used for nonmedical purposes pursuant to Health and Safety Code Section 11362.1 et seq. and Business and Professions Code Section 26000 et seq.

~~"Nonmedical cannabis cultivation" means the planting, growing, harvesting, drying or processing of cannabis plants or any part thereof pursuant to Health and Safety Code Section 11362.1 et seq. and Business and Professions Code Section 26000 et seq.~~

~~"Nonmedical cannabis delivery" means the commercial transfer of nonmedical cannabis or nonmedical cannabis products to a person, including any technology that enables persons to arrange for or facilitate the commercial transfer of nonmedical cannabis or nonmedical cannabis products.~~

~~"Nonmedical cannabis products" means nonmedical cannabis that has undergone a~~

~~process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.~~

“Outdoors” means any location within the city that is not within a fully enclosed and secure structure or a private residence.

“Person” means any individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability corporation, collective, cooperative, or combination thereof in whatever form or character.

“Private residence” means a house, an apartment unit, a mobile home or other similar dwelling.

“Solid fence” means a fence constructed of substantial material, such as wood or metal, that prevents viewing the contents from one side to the other side of the fence.

18.88.020 ~~Medical cannabis dispensaries prohibited.~~ ***Reserved***.

~~Medical cannabis dispensaries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, the operation of a medical cannabis dispensary.~~

18.88.030 ~~Medical cannabis deliveries prohibited.~~ ***Reserved.***

~~Medical cannabis deliveries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, medical cannabis deliveries. This section shall not be interpreted to prohibit the transportation of medical cannabis through the city on public roads, as long as such transportation does not involve the delivery of medical cannabis within the city.~~

18.88.035 Commercial ~~nonmedical~~ cannabis businesses allowed.

Commercial ~~nonmedical~~ cannabis businesses are subject to the permit requirements outlined in the base district applicable to the site, and subject to additional permitting requirements as outlined in PMC 5.70.150.

18.88.040 ~~Commercial medical cannabis businesses allowed.~~ ***Commercial cannabis permit.***

~~Commercial medical cannabis businesses are subject to the permit requirements outlined in the base district applicable to the site, and subject to additional permitting requirements as outlined in PMC 5.70.050.~~

A. It shall be unlawful for any person to operate a commercial cannabis business without a commercial cannabis permit, issued by the city, under the

conditions set forth in this article and any other applicable provisions of the Pittsburg Municipal Code.

B. Each commercial cannabis permit shall be subject to approval by the city council.

1. To approve a commercial cannabis permit, the city council must make findings consistent with those set forth under section 18.16.040.

2. The city council may deny an application for a commercial cannabis permit, if it determines any of the following:

(a) The applicant made one or more false or misleading statements or omissions on the registration application or during the application process;
(b) The applicant fails to meet the requirements of this chapter or any regulation adopted pursuant to this chapter;
(c) It is not in the best interest of the city, based upon the applicant's application or operating agreement, to issue a permit to the business;
(d) Potential threats to public health and safety cannot be sufficiently mitigated;
(e) Significant public opposition necessitates denial to preserve the health, safety, and general welfare of the city; or
(f) The proposed location would create a visual impact which would, in the sole discretion of the city council, negatively impact the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality.

C. Each commercial cannabis permit shall expire five (5) years from its date of issuance. Renewal of the permit shall be subject to city council approval, which must be obtained at a duly noticed, open and public meeting. Any permit holder is subject to an administrative fee to compensate city for its reasonable and actual costs to evaluate the renewals of permit and/or Operating Agreement, as well as annual evaluations of Operating Agreement compliance.

D. The commercial cannabis permit is not transferable, unless approved in writing by the city manager. Any attempt to assign or transfer the permit without prior written consent from the city manager shall render the permit null and void.

E. No commercial cannabis business shall be located within 600 feet of an existing, legally established school (as defined by PMC 18.08.060(V)), general day care (as defined by PMC 18.08.060(F)), club or lodge (as defined by PMC 18.08.060(B)) used exclusively as a youth center, city-owned park space which is open to the public, or library, as measured from the main entrance of the cannabis business to the nearest access point of the other use, following

the shortest publicly accessible path of travel, including but not limited to streets, alleys, sidewalks, pathways, or trails. However, in no event shall a cannabis retail business, excluding microbusinesses, be located less than 1,000 feet from any legally established school, as measured by the shortest direct line distance as measured from the main entrance of the cannabis business to the nearest parcel boundary of the other use.

F. The commercial cannabis business shall file an application for a commercial cannabis permit with the city manager on forms provided by the city, and shall pay an application fee and processing fee, which shall cover the actual costs associated with the city's processing of the application.

18.88.045 ~~Nonmedical cannabis deliveries prohibited.~~ ***Commercial cannabis permit holder qualifications.***

~~Nonmedical Cannabis Deliveries as a Prohibited Use. Nonmedical cannabis deliveries are prohibited in all zones of the city. No permit or any other applicable license or entitlement for use, nor any business license, shall be approved or issued for the establishment, maintenance or operation of nonmedical cannabis deliveries.~~

All commercial cannabis permit holders must meet the following minimum qualifications. The city reserves the right to require additional qualifications through the commercial cannabis permit application procedure.

A. Commercial cannabis permit holders shall apply in a timely manner for such other permits and approvals from other governmental agencies as may be required by state law. Prior to commencing operation of the business, Commercial cannabis permit holders shall secure all required governmental permits and supply copies to the city for review.

B. At all times, Commercial cannabis permit holder is required to maintain an active Business License and Commercial Cannabis Permit(s) with city, as well as all licenses required by the State of California.

C. Commercial cannabis permit holders, business operators, and employees must be 21 years of age or older.

D. Commercial cannabis permit holders, their business operators and employees shall be subject to background search by the California Department of Justice and local law enforcement. At city's discretion, city may conduct a background search of any commercial cannabis permit holder, their business operators, and employees.

E. Commercial cannabis business owners, operators, managers, and employees must not have any felony conviction within the past seven (7) years, as specified in Penal Code Sections 667.5(c) and 1192.7(c) or any criminal conviction that substantially relates to the qualifications, functions, or duties of the business or profession, including a felony conviction

involving fraud, deceit, or embezzlement or a criminal conviction for the sale or provision of illegal controlled substances to a minor.

18.88.050 ~~Medical cannabis cultivation prohibited.~~ ***Commercial cannabis permit application.***

~~Medical cannabis cultivation is prohibited in the city. No person shall engage in medical cannabis cultivation in or upon any premises or property in any district in the city.~~

An application for a commercial cannabis permit shall include, but not be limited to, the following information:

A. The legal name, and any other names, under which the commercial cannabis business will operate.

B. The address of the location and the on-site telephone number, if known, of the commercial cannabis business.

C. The following information for each owner and manager of the commercial cannabis business:

> ***1. Complete legal name and any alias(es), address, and telephone number.***
> ***2. Date and place of birth.***
> ***3. Social security numbers.***
> ***4. Copy of a valid government issued photo identification card, license, or passport.***
> ***5. Names of businesses owned or operated by the owner(s) or manager(s) within the last 10 years.***
> ***6. Investor and/or partner information.***

D. Assessor's parcel number of the parcel upon which the commercial cannabis business will be located.

E. Notarized written authorization from the property owner and/or landlord, to operate a commercial cannabis business on the site.

F. Water Supply Acknowledgement. When deemed necessary by the city Engineer, the applicant shall demonstrate to the satisfaction of the city engineer that sufficient water supply exists for the use.

G. Wastewater Acknowledgement. When deemed necessary by the city Engineer, the applicant shall demonstrate to the satisfaction of the city engineer that sufficient wastewater capacity exists for the proposed use.

H. To the extent that the applicant intends to use any hazardous materials in its operations, the applicant shall provide a hazardous materials management plan that complies with all federal, state, and local requirements for

management of such substances. "Hazardous materials" includes any hazardous substance regulated by any federal, state, or local laws or regulations intended to protect human health or the environment from exposure to such substances.

I. Property owner(s) and applicant(s) shall sign the application and shall include affidavit(s) agreeing to abide by and conform to the conditions of the permit and all provisions of the Pittsburg Municipal Code pertaining to the establishment and operation of the commercial cannabis business, including, but not limited to, the provisions of this article. The affidavit(s) shall acknowledge that the approval of the permit shall, in no way, allow any activity contrary to the Pittsburg Municipal Code, or any activity which is in violation of applicable laws.

J. Statement in writing by the applicant, that they will, to the fullest extent allowed by law, give preference to residents of the city for employee hiring.

K. Signed indemnity provision.

L. A business operating plan as set forth in PMC 5.70.164;

M. A security plan as set forth in PMC 5.70.165;

N. Any other information the city deems necessary.

Pursuant to applicable law, private information will be exempt from disclosure to the public, in order to protect an applicant's privacy interest and safety.

18.88.051 Performance standards for all commercial cannabis businesses.

A. Licensee shall at all times comply with state law including but not limited to the manufactured cannabis safety regulations at Title 17 California Code of Regulations Sections 40100 et seq. Licensee shall adhere to manufacturing practices as set forth in Title 21 of the Code of Federal Regulations, Parts 210, 211, 225, and 226.

B. All inventory of cannabis raw materials and finished products shall be kept in secured storage areas or as otherwise approved by the chief of police as specified within an approved security plan, to which only authorized personnel shall have access. Use and movement of all cannabis products, shall be logged from acceptance of shipment to delivery at retail location for inventory accuracy and management. Records shall be made available to the Police Department or any other agency with regulatory authority within 72 hours of written request therefor.

C. Licensee shall require all prospective employees to submit to a live scan at a designated service provider and a background check by the California Department of Justice (DOJ) and local law enforcement. The cost of the background check shall be borne by the Licensee or the prospective

employee. Licensee shall not employ any person in violation of PMC sections 5.70.052 and 5.70.161.

D. All raw or concentrated cannabis shall be securely stored in areas approved as specified in the operating agreement or as otherwise approved by the chief of police.

E. By-products of any cannabis business operation, including but not limited to those by products resulting from testing, cultivation, trimming, or manufacturing processes shall be disposed of pursuant to local and state laws.

F. The city manager may require measures to be taken to eliminate odors, in the event odors resulting from cannabis are shown to have continually occurred. These measures may include, but are not limited to, installation of industrial grade HEPA filtration and/or activated carbon filtration systems. Any required measures shall be taken at the sole cost of the Licensee.

G. Required Changes. City shall have the discretion to require changes to any of the terms within this section, upon reasonable notice to Licensee.

H. Licensee shall, to the fullest extent allowed by law, give preference to residents of the City of Pittsburg for employee hiring.

I. All signage shall be approved and placed in accordance with Title 19 of the Municipal Code. The Police Department and Planning Division shall reserve sole discretion in determining approved language and imagery at the project site.

J. All cannabis businesses open to the public shall prominently display signage near the public entrance designed to alert consumers to the possible health impact of cannabis use and smoke.

K. City may require additional provisions in the operating agreement.

18.88.052 Commercial cannabis permit revocation and suspension.

A commercial cannabis permit issued under this article may be immediately suspended and/or revoked for any of the following reasons:

A. An operator/permit holder ceases to meet any of the minimum qualifications listed in this article.

B. An operator/permit holder fails to comply with the requirements of this article or any conditions of approval of the permit.

C. An operator/permit holder's state license for commercial cannabis operations is revoked, terminated, or not renewed.

D. An operator/permit holder's commercial cannabis permit is suspended or revoked.

E. The commercial cannabis business fails to become operational within six (6) months of obtaining its commercial cannabis permit.

F. Once operational, the business ceases to be in regular and continuous operation for 90 consecutive days.

G. State law allowing the use for which the permit was issued is amended or repealed resulting in the prohibition of such use, or the city receives credible information that the federal government will commence enforcement measures against such businesses and/or local governments that allow them.

H. Circumstances under which the permit was granted have significantly changed and the public health, safety, and welfare require the suspension, revocation, or modification.

I. The permit was granted, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the permit application.

J. An operator/permit holder is not current on city taxes or fees.

K. An operator/permit holder initiates changes to its operating plan or operating agreement without first obtaining city approval.

L. An operator/permit holder fails to adhere to the Security Plan, as may be modified by the chief of police.

M. An operator/permit holder's state license for commercial cannabis operations is suspended. The city shall not reinstate the permit until documentation is received showing that the state license has been reinstated or reissued. It shall be the city's discretion whether the city reinstates any permit.

The city manager shall have the authority to suspend a permit, and the city council shall have the authority to revoke a permit. A suspension and/or revocation of a permit automatically suspends and/or revokes the permit holder's commercial cannabis business operating agreement.

18.88.053 Commercial cannabis permit indemnification

To the fullest extent permitted by law, commercial cannabis permit holders shall indemnify, defend with counsel acceptable to city, and hold harmless, city and its officers, officials, employees, agents and volunteers (collectively, "indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation attorney's fees, costs and fees of litigation (collectively, "liability") of every nature arising out of,

pertaining to, or relating to the city's suspension and/or revocation of a permit, except such liability caused by the sole gross negligence or willful misconduct of city.

18.88.055 Nonmedical cannabis cultivation.

The following regulations shall apply to the cultivation of nonmedical cannabis within the city:

A. Cultivation Not in Compliance with This Chapter. It is declared to be unlawful and a public nuisance for any person owning, leasing, occupying or having charge or possession of any parcel or premises within any zoning district in the city to cultivate nonmedical cannabis, except as provided for in this code. No person other than an individual 21 years of age or older may engage in the cultivation of nonmedical cannabis.

~~B. Outdoor Cultivation. It is unlawful and a public nuisance for any person owning, leasing, occupying, or having possession of any legal parcel or premises within any zoning district in the city to cause or allow such parcel or premises to be used for the outdoor cultivation of nonmedical cannabis.~~

~~C. Indoor Cultivation. Indoor cultivation of nonmedical cannabis is prohibited in all zoning districts of the city, except when such cultivation occurs on a parcel or premises with an approved private residence. All cultivation must be in compliance with this chapter.~~

~~D~~C. Indoor Cultivation in Private Residence. The indoor cultivation of nonmedical cannabis on a parcel or premises with an approved private residence shall only be conducted within a fully enclosed and secure structure or within a residential structure. Such cultivation shall be in conformance with the following minimum standards:

1. The primary use of the property shall be for a residence. Nonmedical cannabis cultivation is prohibited as a home occupation.

2. All areas used for cultivation of nonmedical cannabis shall comply with PMC Title 15 (Buildings and Construction), as well as applicable law.

3. Indoor grow lights shall not exceed 1,000 watts per light, and shall comply with the California Building, Electrical and Fire Codes as adopted by the city.

4. The use of gas products (CO2, butane, propane, natural gas, etc.) or generators for cultivation of nonmedical cannabis is prohibited.

5. Any fully enclosed and secure structure or residential structure used for the cultivation of nonmedical cannabis must have a ventilation and filtration system installed that shall prevent cannabis plant odors from exiting the interior of the structure and that shall comply with PMC Title 15 (Buildings and Construction).

6. A fully enclosed and secure structure used for the cultivation of nonmedical cannabis shall be located in the rear yard area of the parcel or premises, and must maintain a minimum 10-foot setback from any property line. The yard where the fully enclosed and secure structure is maintained must be enclosed by a solid fence at least six feet in height. This provision shall not apply to cultivation occurring in a garage.

7. Adequate mechanical locking or electronic security systems must be installed as part of the fully enclosed and secure structure or the residential structure prior to the commencement of cultivation.

8. Nonmedical cannabis cultivation shall be limited to six cannabis plants per private residence, regardless of whether the cannabis is cultivated inside the residence or in a fully enclosed and secure structure. The limit of six plants per private residence shall apply regardless of how many individuals reside at the private residence.

9. The residential structure shall remain at all times a residence, with legal and functioning cooking, sleeping and sanitation facilities with proper ingress and egress. These rooms shall not be used for nonmedical cannabis cultivation where such cultivation will prevent their primary use for cooking of meals, sleeping and bathing.

10. Cultivation of nonmedical cannabis shall only take place on impervious surfaces.

11. From a public right-of-way, there shall be no exterior evidence of nonmedical cannabis cultivation occurring on the parcel.

12. Nonmedical cannabis cultivation area, whether in a fully enclosed and secure structure or inside a residential structure, shall not be accessible to persons under 21 years of age.

13. Written consent of the property owner to cultivate nonmedical cannabis within the residential structure shall be obtained and shall be kept on the premises, and available for inspection by the chief of police or his/her designee.

14. A portable fire extinguisher, that complies with the regulations and standards adopted by the State Fire Marshal and applicable law, shall be kept in the fully enclosed and secure structure used for cultivation of nonmedical cannabis. If cultivation occurs in a residential structure, the portable fire extinguisher shall be kept in the same room as where the cultivation occurs.

18.88.060 Violations.

A. Violation of this chapter is hereby declared a public nuisance.

B. Nothing in this chapter in any way limits any remedy that may be available to the city, or any penalty that may be imposed by the city, for violations of this chapter. Such remedies include, but are not limited to, injunctive relief and administrative citations.

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of June 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Establishing the Allowable Number of Commercial Cannabis Permits Allowed Pursuant to Pittsburg Municipal Code Section 5.70.150	RESOLUTION NO. 21-

WHEREAS, the City of Pittsburg seeks to create economic development opportunities, increase general fund revenues to support programs that serve the residents of Pittsburg, and spur reinvestment in areas of the City housing poorly maintained spaces and lacking quality infrastructure and job opportunities; and

WHEREAS, in 2015, the state legislature enacted the Medical Marijuana Regulation and Safety Act (MMRSA) to regulate the medical cannabis industry; and

WHEREAS, in 2016, the voters of the State of California passed Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act ("Prop 64"); and

WHEREAS, in 2016, the voters of the City of Pittsburg voted in favor of Proposition 64, with 61% voting "yes" to 39% voting "no." Pittsburg voters also voted to approve Measure J, with 68% voting "yes" to 32% voting "no," in order to establish a cannabis business tax of up to 10%; and

WHEREAS, in 2017, the State Legislature adopted the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which combined and harmonized MMRSA and Prop. 64 for the regulation of medicinal and recreational cannabis industries. Later that same year, the state's licensing authorities adopted emergency regulations to implement MAUCRSA. In 2018, the state licensing authorities readopted the emergency regulations, and promulgated final regulations effective 2019; and

WHEREAS, in 2018, the City Council amended Titles 5 and 18 of the Pittsburg Municipal Code (PMC) to allow for cannabis manufacturing, distribution, and testing, and adopted a resolution allowing for a cannabis business tax of up to up to 10%; and

WHEREAS, in 2019, the City Council amended Title 5 of the PMC to specify how buffer distances are measured and harmonize sensitive use definitions; and

WHEREAS, on March 22, 2021, the City Council held a workshop to discuss the City's cannabis policy, including expanding the types and number of cannabis businesses allowed in the City; and

WHEREAS, on June 22, 2021, the Planning Commission held a duly noticed public hearing at which time written and oral comments were considered and voted 6-0 (with one absent) to adopt Resolution No. 10170, recommending amendments to Titles 5 and 18 of the PMC to comprehensively update the City's cannabis business policies, including allowing for allowance of additional types of commercial cannabis businesses, including retail, cultivation, and microbusinesses; and

WHEREAS, on July 19, 2021, the City Council held a duly-noticed public hearing at which time written and oral comments were considered, and voted to introduce, waive further reading, and pass to second reading, Ordinance No. 21-____, amending Titles 5 and 18 of the PMC to allow for amendments to Title 18 of the PMC to comprehensively update the City's cannabis business policies, including allowing for allowance of additional types of commercial cannabis businesses, including retail, cultivation, and microbusinesses. On _____, 2021, the City Council adopted Ordinance No. 21-____, approving the proposed amendments; and

WHEREAS, the amendments to Title 5 specify the City Council, at its discretion and by resolution, establish the number and type of commercial cannabis businesses allowed within the City.

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

Section 1. Findings. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.

Section 2. Environmental. This project is exempt from the requirements of the California Environmental Quality Act (CEQA) under the general rule of applicability of the state CEQA Guidelines, section 15061, in that there is no possibility that the activity in question would have a significant negative physical impact on the environment. The adoption of a limit on the types and number of cannabis businesses in the City will not induce any development and will not result in any new impacts beyond those that could exist without the change, specifically as they may relate to air quality, transportation, noise, hazards and hazardous materials, utilities, and/or public services. The future establishment of commercial cannabis businesses within the City will be subject to the City Council approval of a commercial cannabis permit, at which time impacts resulting from the establishment of any potential use would be further reviewed once more details are made available.

Section 3. Number of Permits Allowed. The City Council hereby establishes a limit on the number of commercial cannabis businesses that may be approved within the City as follows:

(1) A maximum of two (2) commercial cannabis permits may be approved within each of the zones identified in Exhibit A of this Resolution.

(2) A single cannabis permit may allow for multiple cannabis use types for businesses.

(3) In no event shall the number of cannabis retail businesses exceed one (1) per 25,000 residents of the entire City (the "Per Capita Threshold"), as shown in the following table:

City Population	Cannabis Businesses with Retail Component
1-24,999	1
25,000-49,999	2
50,000-74,999	3

75,000-99,999	4
100,000-124,999	5
125,000-149,999	6
150,000+	7

Section 4. Continuation of Previously Approved Cannabis Businesses. Cannabis businesses legally established under an approved operating agreement with the City prior to the adoption of this resolution shall not be counted toward the maximum number of permits allowed, unless any previously approved businesses obtain approval to add additional types of commercial cannabis business operations to an existing facility.

Section 5. Conflict with PMC. In the event the regulations set forth by this Resolution conflict with any regulations contained within the PMC, the more restrictive requirement shall rule.

Section 6. Effective Date. This resolution shall become effective as of the effective date of Ordinance No. 21-____.

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

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

EXHIBIT A to Resolution No. 21-_____

Cannabis Business Zones

Zone A:

Zone B:

Zone C:

California Ave
Loveridge Rd
California Delta Hwy
N Park Blvd
Pittsburg Antioch Hwy
Union Pacific
Lakeview Cir
E Leland Rd
Century Blvd
Stores
Home Depot

Zone D:

California Delta Hwy
California Ave
Bliss Ave
Harbor St
Loveridge Rd
E Leland Rd
Osage Ave
Ontario Ave
Parker Ave
Jacobs Ave
Hanna St
Fremont Ct
Fremont Dr
Pittsburg Ct
Pittsburg Way
Pittsburg Antioch Hwy
Union Pacific
Delta Creek
Bridge Creek
Solar Way
Solar Circle
Solar Wonder Park
Pittsburg Senior High School
Pittsburg Adult School
Pittsburg Police Department
Pittsburg Civic Center
Pittsburg Library
Pittsburg Post Office
Pittsburg Fire Department
Pittsburg Public Works
Pittsburg Community Center
Pittsburg Recreation Department
Pittsburg Senior Center
Pittsburg Youth Center
Pittsburg Boys & Girls Club
Pittsburg Police Department
Pittsburg Civic Center
Pittsburg Library
Pittsburg Post Office
Pittsburg Fire Department
Pittsburg Public Works
Pittsburg Community Center
Pittsburg Recreation Department
Pittsburg Senior Center
Pittsburg Youth Center
Pittsburg Boys & Girls Club

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Recommending the City Council Adopt Amendments to Titles 5 and 18 of the Pittsburg Municipal Code	)))	Resolution No. 10170

The Planning Commission DOES RESOLVE as follows:

Section 1. Background

A. In 2015, the state legislature enacted the Medical Marijuana Regulation and Safety Act (MMRSA) to regulate the medical cannabis industry.

B. On October 3, 2016, the City Council adopted amendments to Titles 5 and 18 of the PMC to both regulate and ban cannabis activities. The changes regulated the delivery of cannabis for medical purposes and banned the utilization, delivery, and other cannabis activities including testing, manufacturing, and cultivation.

C. On November 8, 2016, the voters of the State of California voted to approve Proposition 64, which legalized the adult use of cannabis within the state. Pittsburg voters also supported Proposition 64, with 61% voting in support of the measure. At this time, Pittsburg voters also approved Measure J, allowing for implementation of a Marijuana Business Tax on all commercial marijuana businesses that may operate within the City, should land use regulations and applicable provisions of the PMC be amended to allow for such businesses and/or if local control over such businesses is removed by the courts, the Legislature, or statewide initiative in the future. Measure J passed with 68% to 31.7%. As approved by the voters, the maximum marijuana business tax rate is 10% on all marijuana related transactions.

D. In 2017, the State Legislature adopted the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which combined and harmonized MMRSA and Prop. 64 for the regulation of medicinal and recreational cannabis industries. Later that same year, the state's licensing authorities adopted emergency regulations to implement MAUCRSA. In 2018, the state licensing authorities readopted the emergency regulations, and promulgated final regulations effective 2019.

E. On March 19, 2018, the City Council adopted Ordinance No. 18-1442, amending PMC Title 5 to allow for use of cannabis within medical and nonmedical product manufacturing, and establishing procedures for issuing medical and nonmedical commercial cannabis permits. These amendments, currently in effect, limit the types of commercial cannabis businesses to those designated as Type 6 (Manufacturers), Type 7 (Manufacturers), Type 8 (Testing Laboratories), and Type 11 (Distributors). Commercial entities seeking to manufacture cannabis-related products would be required to obtain a commercial cannabis permit, which is subject to City Council approval, and is mandated to include: 1) a Business Operating Agreement, which

would set forth the terms and conditions under which the commercial medical cannabis business would operate; 2) a Business Operating Plan; and 3) a Business Security Plan approved by the Chief of Police. The total number of commercial cannabis permits that may be issued within the City is limited to nine medical and nine non-medical. Cultivation, dispensaries, and retail deliveries of cannabis in the City of Pittsburg remain prohibited.

F. On June 4, 2018, the City Council adopted Ordinance No. 18-1448, amending PMC Title 18 to specify how cannabis uses were defined and zone districts in which they would be allowed to operate.

G. Similar to state law at the time, in 2018, the City chose to require a 600-foot radius between cannabis businesses and schools, parks, youth centers, day cares, and libraries. In 2019, the City Council adopted Ordinance No. 19-1465 to: 1) specify how required distances between cannabis businesses and potentially sensitive uses are measured; 2) clarify definitions of specific potentially sensitive uses; and 3) establish a minimum distance of 1,000 feet between cannabis dispensaries and potentially sensitive uses, in the event cannabis dispensaries are allowed in the future.

H. In July 2020, the Land Use Subcommittee met to discuss potential proposals related to cannabis retail within the City. The Land Use Subcommittee recommended a workshop be held to gain feedback from all members of the City Council.

I. On March 22, 2021, the City Council held a workshop to discuss the City's cannabis policy. During the workshop, the City Council voiced general support for amending the PMC to allow for additional cannabis business types, including retail, cultivation, and microbusinesses, and identified preliminary areas where these businesses would be appropriate. The City Council also discussed the types of "sensitive uses" (i.e. uses that would be considered generally incompatible with cannabis businesses) that should be buffered from cannabis businesses. During the workshop, the City Council received a presentation from staff which included an overview of the types of zoning districts being considered for cannabis retail, cultivation, and microbusinesses to solicit feedback. While it was generally agreed that uses such as manufacturing, distribution, testing laboratories, cultivation, and microbusinesses (which generally must include a cultivation and/or manufacturing component) should remain in areas normally reserved for industrial users, there was a lengthy discussion regarding the best areas to locate stand-alone cannabis retail users.

J. PMC section 18.16.020 identifies the Planning Commission as the advisory body to the City Council on proposed changes to zoning text amendments. While amendments to Title 5, which deals with business licensing, do not require a Planning Commission recommendation, as the proposed amendments are substantially related.

K. In order to recommend approval of a zoning text amendment, the Planning

Commission must find (in accordance with PMC sections 18.16.020 and 18.48.030) that:

1. the amendments are consistent with the objectives, policies, general land uses and programs in the General Plan;

2. the land use regulation is compatible with uses and regulations of the land use district for which it is proposed;

3. there is a community need for the change proposed; and

4. the change will be in conformity with the public convenience, general welfare, and good zoning practice.

L. On or prior to June 12, 2021, notice of the June 22, 2021, public hearing to consider this item was posted at City Hall and on the 'public notices' page of the City's website; was delivered to the Pittsburg Library; was published in the local newspaper (East Contra Costa County Times) as a 1/8 page advertisement; and was mailed via first class mail or electronic mail to interested parties and individuals and organizations that requested such notice, in accordance with PMC sections 18.14.010, and Government Code section 65090 and 65091.

M. On June 22, 2021, the Planning Commission held a duly noticed public hearing to consider recommendation for City Council approval of amendments to PMC Titles 5 and 18 related to commercial cannabis businesses.

Section 2. Findings

A. Based on the Planning Commission staff report entitled, "Consideration of a Recommendation for City Council Approval of Amendments to Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting,'" dated June 22, 2021, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the Planning Commission finds that:

1. All recitals above are true and correct and are incorporated herein by reference.

2. This project is exempt from the requirements of the California Environmental Quality Act under the general rule of applicability of the state CEQA Guidelines, section 15061, in that there is no possibility that the activity in question would have a significant negative physical impact on the environment. The amendments proposed are procedural in nature and would not materially change the type of uses permitted within any areas of the City, but rather create specific definitions for similar businesses utilizing cannabis. Other amendments to Chapter 18.88 are intended only to provide clarity as

to the required procedures for approving these uses and would therefore not result in any new impacts beyond those that could exist without the change, specifically as they may relate to aesthetics, air quality, transportation, noise, hazards, utilities and/or public services. Further, specific proposals to establish commercial cannabis businesses would be subject to approval of a Commercial Cannabis Permit, at which time impacts resulting from the establishment of any potential use would be further reviewed once more details are made available.

3. The proposed amendments are consistent with the current General Plan Land Use goals, specifically goals 2-G-12 and 2-G-15, which call for maintaining and supporting industrial character and activities in appropriate, designated areas. The proposed changes which would potentially allow businesses to utilize cannabis commercially are consistent with General Plan Economic Development goals and policies that call for maintaining and enhancing an attractive climate for conducting business in Pittsburg (6-G-4) and efficient licensing and development permitting procedures and regulations (6-P-6). The amendments would also support the City's continued effort to develop a research and development and office attraction strategy to promote economic diversification, ensure appropriate location, and maximize growth opportunities, while retaining and expanding existing businesses (6-P-12). Lastly, as the City would enter into operating agreements with potential commercial cannabis businesses that allow for a marijuana business tax rate of up to 10% on all cannabis-related transactions, the City would potentially see increased General Fund revenues.

4. The proposed amendments are compatible with uses and regulations of the land use district for which they are proposed, in that the proposed text amendments will not permit any specific type of cannabis uses in any zoning district in which similar uses are not currently allowed or alter any development standards which would substantially alter the character of the zone districts in which these uses are permitted. Additionally, the allowed use of cannabis will not result in a substantial change to the type of raw materials or products produced by these types of businesses, and mandatory buffers from sensitive uses will be required.

5. There is a community need for the proposed amendments, in that studies have shown medical and nonmedical products that contain cannabis can have positive health benefits, and the increased production and availability of these products will potentially allow the community to more readily obtain effective treatments. Additionally, the use of cannabis in products will allow companies to experience increased sales, adding to the tax revenue base, and creating additional job opportunities.

6. The proposed amendments will be in conformity with the public convenience, general welfare, and good zoning practice, in that businesses that proposed to utilize cannabis for retail sales, cultivation, product manufacturing, testing,

or distribution, or any combination of these uses, will be required to enter into an operating agreement with the City, which allows for a maximum tax rate of 10% on all cannabis-related transactions, and will potentially provide the City with increased tax revenues, which may be used to fund services that support the general welfare of the public, such as police services and parks. Further, no development standards will be substantially altered as to change the character of the zone districts in which these uses are permitted.

B. The Staff Report entitled, "Consideration of a Recommendation for City Council Approval of Amendments to Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting,'" dated June 22, 2021, is referenced hereto as additional support for findings.

Section 3. Decision

Based on the findings and the authority set forth above, the Planning Commission hereby recommends that the City Council adopt an ordinance amending Pittsburg Municipal Code, Titles 5 and 18, in order to read substantially as shown below (~~strikethrough~~ indicates deletion; ***bold italic*** indicates insertion):

A. The title of Chapter 5.70 is amended to read:

CANNABIS ***BUSINESSES*** ~~DISPENSARIES, BUSINESSES AND DELIVERIES~~

B. Article I of Chapter 5.70 is hereby repealed and reserved.

C. Article II is hereby amended to read as follows:

Article II. ~~Nonmedical~~ Cannabis ***Businesses***

5.70.110 Purpose.

A. In enacting this article, it is the intent of the city council to protect the safety and welfare of the general public. The Federal Controlled Substances Act, 21 U.S.C. Section 841, prohibits the possession, sale and distribution of cannabis, and the city council finds that sanctioning the opening or establishment of ~~nonmedical~~ cannabis collectives, cooperatives, and dispensaries, or allowing the delivery of ~~nonmedical~~ cannabis within the city would be inconsistent with federal law. However, the city acknowledges that state law allows commercial ~~nonmedical~~ cannabis businesses, and that certain commercial ~~nonmedical~~ cannabis businesses that operate in accordance with state law and are properly vetted, regulated, and monitored, can have positive economic impacts in the communities in which they operate.

~~B. Furthermore, the city council finds that nonmedical cannabis dispensaries are public nuisances in that many violent crimes have been committed that can be traced back to the proliferation of cannabis dispensaries, including armed robberies and murders. Increased noise and pedestrian traffic, including nonresidents in pursuit of cannabis, and out-of-area criminals in search of prey, are commonly~~

~~encountered near or outside cannabis collectives, cooperatives and dispensaries. The city council further finds that it is reasonable to conclude that cannabis deliveries are likely to cause many of these same adverse impacts.~~

~~C. Therefore, in order to protect the integrity of the city and the goals upon which this city was founded, the city council finds that it is in the best interest of the residents of the city to prohibit nonmedical cannabis collectives, cooperatives and dispensaries, and cannabis deliveries, and only allow certain commercial cannabis businesses to operate, subject to specific permitting requirements and execution of an operating agreement.~~

~~D~~***B***. The purpose of this article is to ~~prohibit cannabis collectives, cooperatives and dispensaries from being opened or established in the city of Pittsburg, as well as prohibiting nonmedical cannabis deliveries from occurring in the city of Pittsburg, while also allowing~~ ***establish*** ~~certain~~ ***regulations for*** commercial ~~nonmedical~~ cannabis businesses to operate ~~subject to requirements~~ ***as*** set forth in this article. Nothing in this article shall be deemed to allow or authorize any use or activity which is ***not expressly permitted by this article and is*** otherwise prohibited by any state or federal law.

5.70.120 Definitions.

The following words and phrases, whenever used in this article, shall be construed as hereafter set out, unless it is apparent that they have a different meaning:

A. "City" means the city of Pittsburg.

B. "Commercial ~~nonmedical~~ cannabis business" means ~~Type 6 – Manufacturer 1, Type 7 – Manufacturer 2, Type 8 – Testing laboratory, and Type 11 – Distributor activities defined by the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), Business and Professions Code Section 26000 et seq.~~ ***business engaged in commercial activity involving cannabis and holding one or more state licenses. A single commercial cannabis business may hold multiple state licenses under a single city commercial cannabis permit.***

C. "~~Nonmedical c~~Cannabis" ***shall have the same meaning as set forth in California Health and Safety Code Section 11018, et seq. Consistent with state law, it does not include industrial hemp, as defined in Health and Safety Code Section 11018.5.*** ~~includes marijuana and means any or all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not, the seeds thereof, the resin or separated resin, whether crude or purified, extracted from any party of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. means cannabis that is intended to be used for nonmedical purposes pursuant to Business and Professions Code Section 26000 et seq.~~

D. "~~Nonmedical c~~***C***annabis delivery" ~~means the commercial transfer of nonmedical cannabis or nonmedical cannabis products from a nonmedical cannabis dispensary~~

~~to a person, as well as the use by a dispensary of any technology platform to arrange for or facilitate the transfer of nonmedical cannabis or nonmedical cannabis products.~~ ***shall have the same meaning as set forth in PMC section 18.08.080.***

E. "~~Nonmedical c~~***C***annabis ~~dispensary~~***retail***" or "***Retail***~~dispensary~~" ~~means any retail business that Commercial cannabis activity that is required to possess a "Type 10 – Retailer" or "Type 12 Microbusiness" under Business and Professions Code Section 260050 et seq.~~ ***shall have the same meaning as set forth in PMC section 18.08.080.***

F. "~~Nonmedical c~~***C***annabis product***(***s***)***" means***, consistent with state law,*** ~~nonmedical~~ ***unprocessed cannabis plant material and/or*** cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

G. ***"Licensee" means any person or business with a commercial cannabis permit and Operating Agreement approved by the city.***

H. "Person" means any individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability corporation, collective, cooperative, or combination thereof in whatever form or character.

5.70.130 ~~Nonmedical cannabis dispensaries prohibited~~ ***Reserved***.

~~Nonmedical cannabis dispensaries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, the operation of a nonmedical cannabis dispensary.~~

5.70.140 ~~Nonmedical cannabis deliveries prohibited~~ ***Reserved.***

~~Nonmedical cannabis deliveries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, nonmedical cannabis deliveries. This section shall not be interpreted to prohibit the transportation of nonmedical cannabis through the city on public roads, as long as such transportation does not involve the delivery of nonmedical cannabis within the city.~~

5.70.150 Commercial ~~nonmedical~~ cannabis businesses allowed.

~~Commercial nonmedical cannabis businesses are allowed in the city, pursuant to the requirements set forth in this article. All commercial nonmedical cannabis businesses must obtain a city business license, a city nonmedical cannabis permit, and a state license prior to operation, and also enter into an operating agreement with the city. Only Type 6 – Manufacturer 1, Type 7 – Manufacturer 2, Type 8 – Testing laboratory, and Type 11 – Distributor, as defined by Business and Professions Code Section 26000 et seq., shall be allowed and permitted by the city.~~

~~The city council may, at its discretion, issue up to nine commercial nonmedical cannabis permits. This number may be changed at a later time by resolution of the city council. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, a commercial nonmedical cannabis business without complying with the requirements of this article.~~

No Commercial Cannabis Business is allowed in the city, except in compliance with the requirements set forth in this article and all applicable provisions of the Pittsburg Municipal Code. Prior to operation, a Commercial Cannabis business must obtain a city business license, one or more city cannabis permits, all necessary state licenses, and enter into an operating agreement with the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, a Commercial Cannabis Business without complying with the requirements of this article.

The city council may by resolution establish and/or modify the number and type of future commercial cannabis businesses allowed within the city, including establishing moratoria.

5.70.160 ~~Commercial nonmedical cannabis permit~~ ***Reserved***.

~~A. It shall be unlawful for any person to operate a commercial nonmedical cannabis business without a commercial nonmedical cannabis permit, issued by the city, under the terms and conditions set forth in this article.~~

~~B. Each commercial nonmedical cannabis permit shall expire five (5) years from its date of issuance. Renewal of the permit shall be subject to city council approval, which must be obtained at a duly noticed, open and public meeting. City shall have the right to charge an administrative fee to the commercial nonmedical cannabis permit holder, to compensate city for its reasonable and actual costs to evaluate the permit renewal.~~

~~C. The commercial nonmedical cannabis permit is not transferable, unless approved in writing by the City Manager. and a Any attempt to assign or transfer the permit without prior written consent from the City Manager shall render the permit null and void.~~

~~D. No commercial nonmedical cannabis business shall be located within 600 feet of an existing school (as defined by PMC 18.08.060(V)), general day care (as defined by PMC 18.08.060(F)), club or lodge (as defined by PMC 18.08.060(B)) used exclusively as a youth center, city-owned park space which is open to the public, or library, as measured from the main entrance of the business to the nearest access point of the other use, following the shortest publicly accessible path of travel, including but not limited to streets, alleys, sidewalks, pathways, or trails. However, in no event shall a commercial nonmedical cannabis dispensary providing cannabis products to the end user be located less than 1,000 feet from any of the uses~~

~~described above, as measured by the shortest direct line distance between the subject parcel lines. The city council, by ordinance, may amend this restriction and/or allow permit modifications to allow for unique parameters of a specific commercial cannabis businesses. The permit modifications can take into consideration, but not be limited to:~~

~~Facility layout and orientation~~
~~Physical natural or manmade barriers~~
~~Low visual impact or adopt additional restrictions.~~

~~E. The commercial nonmedical cannabis business shall file an application for a commercial nonmedical cannabis permit with the city manager or city manager's designee on forms provided by the city, and shall pay an "application fee" and "processing fee."~~

~~F. The city council may deny an application for a commercial nonmedical cannabis permit, if it determines any of the following:~~

~~1. The applicant made one or more false or misleading statements or omissions on the registration application or during the application process;~~
~~2. The applicant fails to meet the requirements of this chapter or any regulation adopted pursuant to this chapter;~~
~~3. It is not in the best interest of the city, based upon the applicant's application or operating agreement, to issue a permit to the business;~~
~~4. Potential threats to public health and safety cannot be sufficiently mitigated; or~~
~~5. Significant public opposition necessitates denial to preserve the health, safety, and general welfare of the city.~~

5.70.161 ~~Commercial nonmedical cannabis permit holder qualifications~~ ***Reserved***.

~~All commercial nonmedical cannabis permit holders must meet the following minimum qualifications. The city reserves the right to require additional qualifications through the commercial nonmedical cannabis permit application procedure.~~

~~A. Commercial nonmedical cannabis permit holders, business operators, and employees must be 21 years of age or older.~~

~~B. Commercial nonmedical cannabis permit holders, their business operators and employees shall be subject to background search by the California Department of Justice and local law enforcement. At city's discretion, city may conduct a background search of any commercial nonmedical cannabis permit holder, their business operators, and employees.~~

~~C. Commercial nonmedical cannabis business owners, operators, managers, and employees must not have felony convictions, as specified in Penal Code Sections 667.5(c) and 1192.7(c).~~

~~D. Commercial nonmedical cannabis business owners, operators, managers, and employees must not have a criminal conviction that substantially relates to the qualifications, functions, or duties of the business or profession, including a felony conviction involving fraud, deceit, or embezzlement or a criminal conviction for the sale or provision of illegal controlled substances to a minor.~~

5.70.162 ~~Commercial nonmedical cannabis permit application~~ ***Reserved***.

~~An application for a commercial nonmedical cannabis permit shall include, but not be limited to, the following information:~~

~~A. The legal name, and any other names, under which the commercial nonmedical cannabis business will operate.~~

~~B. The address of the location and the on-site telephone number, if known, of the commercial nonmedical cannabis business.~~

~~C. The following information for each owner and manager of the nonmedical commercial cannabis business:~~

~~1. Complete legal name and any alias(es), address, and telephone number.~~
~~2. Date and place of birth.~~
~~3. Social security numbers.~~
~~4. Copy of a valid government issued photo identification card, license, or passport.~~
~~5. List of all criminal convictions, other than infractions for traffic violations, the jurisdiction of the convictions, and the circumstances thereof.~~
~~6. Names of businesses owned or operated by the owner(s) or manager(s) within the last 10 years.~~
~~7. Investor and/or partner information.~~

~~D. Assessor's parcel number of the parcel upon which the commercial nonmedical cannabis business will be located.~~

~~E. Draft operating agreement, in accordance with PMC 5.70.163.~~

~~F. Notarized written authorization from the property owner and/or landlord, to operate a commercial nonmedical cannabis business on the site.~~

~~G. Air Quality Acknowledgement. When deemed necessary by city staff, the applicant shall provide a calculation of the business's anticipated emissions of air pollutants. The applicant shall also provide assurance that the business will comply with all best management practices established by the Bay Area Air Quality Management District ("BAAQMD"). No commercial nonmedical cannabis permit shall be issued to any business that would exceed the thresholds of significance established by the BAAQMD for evaluating air quality impacts for operation or construction.~~

~~H. Greenhouse Gas Emissions Acknowledgement. When deemed necessary by city staff, the applicant shall provide calculations of the anticipated greenhouse gas emissions for the operation of the business and, where applicable, the operation of the business. The applicant shall further demonstrate compliance with any applicable state, regional, or local plan for the reduction of greenhouse gas emissions. No commercial nonmedical cannabis permit shall be granted for any business that would violate any state, regional, or local plan for the reduction of greenhouse gases.~~

~~I. Water Supply Acknowledgement. When deemed necessary by the city engineer, the applicant shall demonstrate to the satisfaction of the city engineer that sufficient water supply exists for the use.~~

~~J. Wastewater Acknowledgement. When deemed necessary by the city engineer, the applicant shall demonstrate to the satisfaction of the city engineer that sufficient wastewater capacity exists for the proposed use.~~

~~K. To the extent that the applicant intends to use any hazardous materials in its operations, the applicant shall provide a hazardous materials management plan that complies with all federal, state, and local requirements for management of such substances. "Hazardous materials" includes any hazardous substance regulated by any federal, state, or local laws or regulations intended to protect human health or the environment from exposure to such substances.~~

~~L. Property owner(s) and applicant(s) shall sign the application and shall include affidavit(s) agreeing to abide by and conform to the conditions of the permit and all provisions of the Pittsburg Municipal Code pertaining to the establishment and operation of the nonmedical commercial cannabis manufacturing business, including, but not limited to, the provisions of this article. The affidavit(s) shall acknowledge that the approval of the permit shall, in no way, allow any activity contrary to the Pittsburg Municipal Code, or any activity which is in violation of applicable laws.~~

~~M. Statement in writing by the applicant, that they will, to the fullest extent allowed by law, give preference to residents of the city for employee hiring.~~

~~N. Signed indemnity provision.~~

~~O. Any other information the city deems necessary.~~
~~Pursuant to applicable law, private information will be exempt from disclosure to the public, in order to protect an applicant's privacy interest and safety.~~

5.70.163 Commercial ~~nonmedical~~ cannabis business operating agreement.

The operating agreement shall set forth the terms and conditions under which the commercial ~~nonmedical~~ cannabis business will operate, which are in addition to the requirements of this article, including, but not limited to:

(A) a business operating plan as set forth in PMC 5.70.164;

(B) a security plan as set forth in PMC 5.70.165;

(C) Required cannabis business tax;

(B) payment of fees and other charges mutually agreed to; and

(D) additional terms and conditions that will protect and promote public health, safety, and welfare.

The operating agreement shall be approved by the city council during a duly noticed, open and public meeting. The operating agreement may be approved concurrently with the commercial ~~nonmedical~~ cannabis permit. An approved operating agreement shall only be in force with a valid commercial ~~nonmedical~~ cannabis permit.

5.70.164 Commercial ~~nonmedical~~ cannabis business operating plan.

An operating plan shall be in conformance with the requirements of this article, and shall include, at a minimum:

A. A list of the names, addresses, telephone numbers, and responsibilities of each applicant, manager and employee of the ~~nonmedical~~ ***commercial*** cannabis ~~manufacturing~~ business.

~~B. Prior to operation of the commercial cannabis business, the applicant shall submit to the Chief of Police or his designee, an exhibit listing the names, addresses, telephone numbers, and responsibilities of all employees not considered Responsible Parties. All employees must be twenty-one (21) years of age or older or as specified as in the business operating agreement. This list shall remain confidential. Any changes to this list shall be submitted to the Chief of Police as soon as reasonably possible. These changes shall not be considered an amendment to this agreement, and shall not require any prior approval.~~

~~C~~***B***. Planned hours and days of operations of the ~~nonmedical~~ ***commercial*** cannabis ~~manufacturing~~ business.

C. ***Site plan of the proposed facility.***

D. Floor plan of the proposed business facility.

~~D~~***E***. ~~If applicant is a commercial nonmedical cannabis manufacturing business,~~ ~~p~~***P***rocedures to be utilized at the facility, including, as applicable, a description of which chemicals will be used, how chemicals will be stored, handled, and used; extraction and infusion methods; the transportation process; inventory procedures; cannabis track and trace procedures; inventory procedures; quality control

procedures; and testing procedures.

~~E~~***F***. ~~If applicant is a commercial nonmedical cannabis manufacturing business, a~~ ***A*** detailed description of the product(s) to be manufactured at the business, including a description of the product's intended final use by consumers***, as applicable***.

G. A detailed description of the types of product(s) to be sold at the business, as applicable.

H. Transportation plan detailing how and when ~~nonmedical~~ cannabis will be delivered to and from the commercial ~~nonmedical~~ cannabis business. ***Licensee shall only transport cannabis and/or cannabis products via a transport service(s) licensed by the state and in compliance with state law.***

~~G~~***I***. Procedures for identifying, managing, and disposing of contaminated, adulterated, deteriorated, or excess ~~nonmedical~~ cannabis and ~~nonmedical~~ cannabis products.

~~H~~***J***. Procedures for inventory control to prevent diversion of ~~nonmedical~~ cannabis or ~~nonmedical~~ cannabis products to unintended uses; employee screening; storage of ~~nonmedical~~ cannabis; personnel policies; and recordkeeping.

~~I~~***K***. Odor management plan detailing the reasonable steps that will be taken by the business to ensure that the odor of ~~nonmedical~~ cannabis and other physical impacts on neighboring properties will be minimized.

~~J~~***L***. Policies and procedures for adopting, monitoring, implementing, and enforcing all requirements of this article.

The ~~c~~ity shall have the discretion to require changes to a business's operating plan. A commercial ~~nonmedical~~ cannabis permit holder is required to submit any proposed change(s) to an approved operating plan to the city manager for approval, at least 30 days before the proposed change(s) is/are to take effect. Failure to do so will result in a suspension and/or revocation of the permit. The city manager shall have the authority to suspend a permit, and the city council shall have the authority to revoke a permit.

5.70.165 Commercial ~~nonmedical~~ cannabis business security plan.

A security plan must be developed in consultation with, and approved by, the city's chief of police ***or their designee***, to ensure the safety of persons working inside the business, and to protect the premises from theft, vandalism, and fire. The applicant's ~~approved~~ ***proposed*** security plan must be filed with the city manager or city manager's designee ***at the time of application, and the final security plan as approved by the chief of police or their designee shall be kept on file with the police department and city manager's office at all times***. The applicant shall agree to implement all measures set forth in the security plan. The security plan shall include, but not be limited to, the following security measures:

A. Storing ~~nonmedical~~ cannabis and ~~nonmedical~~ cannabis products not being manufactured or tested, in a secure room(s). Access to this/these room(s) shall be limited to key officers or employees.

B. Installation of 24-hour security surveillance cameras of at least high definition quality, to monitor all entrances and exits to and from the premises, all interior spaces where cannabis, cash, or currency is being stored, and all interior spaces where diversion of cannabis could reasonably occur. Access to the security surveillance camera network shall be given to the police department.

C. The location, make(s) and model(s) of all security infrastructure.

D. A floor plan showing the location of secure areas

~~E Any proposed building modifications~~

~~F. All other requirements determined by the city manager and/or city's chief of police.~~

~~C~~***E***. Retention of 24-hour surveillance camera footage for at least 60 days. All surveillance camera footage shall be made immediately available to the chief of police or the chief of police's designee, or to any other state or local law enforcement, upon request.

~~H. Should the business necessitate an increased police presence, the Chief of Police may require Licensee to provide additional public safety measures, including but not limited to, additional video cameras, additional exterior lighting, hiring licensed and bonded security guards approved by the Police Department, or such other measures as determined necessary by the Chief of Police. Any such additional measures required by the Chief of Police shall be at the business owner's sole expense.~~

F. The total amount of concentrated THC stored by a manufacturing business at any one time shall be documented, and records shall be made available to the chief of police or his/her designee at all times. The chief of police shall reserve the right to establish a limit on the amount of concentrated THC stored at any time.

~~J. All inventory, testing, usage, or other logs shall be made available to the Police Department or City Manager upon request.~~

~~K. All cannabis concentrate shall be stored in a secure facility as shown in approved floor plan. The secure area shall remain locked at all times, and shall be accessible only by those individuals identified and approved as "Responsible Parties."~~

~~DL~~***G***. Professionally installed, maintained and monitored alarm system. Notice of the triggered alarm shall be sent to the police department.

~~E~~*H*. Sensors installed to detect entry and exit from all secure areas.

~~F~~*I*. Use of commercial-grade, nonresidential locking mechanisms at all points of ingress and egress.

~~G~~*J*. Procedure whereby police ***department*** ~~are~~ ***is*** notified immediately upon any incidents of theft, vandalism, or any other instances stipulated by the chief of police ***or their designee***.

~~H~~*K*. Designation of a responsible individual, who will be the business's point of contact with city, police, and other law enforcement entities.

~~I~~*L*. Transportation plan detailing how and when nonmedical cannabis will be delivered to and from the commercial ~~nonmedical~~ cannabis business.

M. If the chief of police determines a business is disproportionately impacting police resources, the chief of police may require Licensee to provide additional public safety measures, including but not limited to, additional video cameras, additional exterior lighting, hiring licensed and bonded security guards approved by the police department, or such other measures as determined necessary by the chief of police. Any such additional measures required by the chief of police shall be at the Licensee's sole expense.

N. All inventory, testing, usage, or other logs shall be made available to the police department or city manager upon request.

O. All other requirements determined by the city manager and/or city's chief of police in their sole discretion.

5.70.170 ~~Commercial nonmedical cannabis permit revocation and suspension~~ ***Reserved***.

~~A commercial nonmedical manufacturing permit issued under this article may be immediately suspended and/or revoked for any of the following reasons:~~

~~A. An operator/permit holder ceases to meet any of the minimum qualifications listed in this article.~~

~~B. An operator/permit holder fails to comply with the requirements of this article or any conditions of approval of the permit.~~

~~C. An operator/permit holder's state license for commercial nonmedical cannabis operations is revoked, terminated, or not renewed.~~

~~D. An operator/permit holder's commercial nonmedical cannabis permit is suspended or revoked.~~

~~E. The commercial nonmedical cannabis business fails to become operational within six (6) months of obtaining its commercial nonmedical cannabis permit.~~

~~F. Once operational, the business ceases to be in regular and continuous operation for 90 consecutive days.~~

~~G. State law allowing the use for which the permit was issued is amended or repealed resulting in the prohibition of such use, or the city receives credible information that the federal government will commence enforcement measures against such businesses and/or local governments that allow them.~~

~~H. Circumstances under which the permit was granted have significantly changed and the public health, safety, and welfare require the suspension, revocation, or modification.~~

~~I. The permit was granted, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the permit application.~~

~~J. An operator/permit holder is not current on city taxes or fees.~~
~~K. An operator/permit holder initiates changes to its operating plan or operating agreement without first obtaining city approval.~~

~~L. An operator/permit holder fails to adhere to the Security Plan, as may be modified by the Chief of Police.~~

~~LM. An operator/permit holder's state license for commercial nonmedical cannabis operations is suspended. The city shall not reinstate the permit until documentation is received showing that the state license has been reinstated or reissued. It shall be the city's discretion whether the city reinstates any permit.~~

~~The city manager shall have the authority to suspend a permit, and the city council shall have the authority to revoke a permit. A suspension and/or revocation of a permit automatically suspends and/or revokes the permit holder's commercial nonmedical cannabis business operating agreement.~~

5.70.180 ~~Commercial nonmedical cannabis permit indemnification~~ ***Reserved.***

~~To the fullest extent permitted by law, commercial nonmedical cannabis permit holders shall indemnify, defend with counsel acceptable to city, and hold harmless, city and its officers, officials, employees, agents and volunteers (collectively, "indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation attorney's fees, costs and fees of litigation (collectively, "liability") of every nature arising out of, pertaining to, or relating to the city's suspension and/or revocation of a permit, except such liability caused by the sole gross negligence or willful misconduct of city.~~

5.70.190 ~~Dual application process~~ ***Reserved***.

~~A person may apply for a commercial medical cannabis permit and commercial nonmedical cannabis permit concurrently.~~

5.70.200 Penalty.

A. Violation of this article is a public nuisance.

B. Nothing in this article in any way limits any other remedy that may be available to the city, or any penalty that may be imposed by the city, for violations of this chapter. Such additional remedies include, but are not limited to, injunctive relief, administrative citations, or a cause of action under the California Narcotics Nuisance Abatement Act (Health and Safety Code Section 11570).

D. PMC section 18.08.080, is hereby amended to include the following commercial use classifications:

Cannabis Delivery. Consistent with state law, a facility or business that holds a valid and appropriate state license and conducts the retail sale of cannabis or cannabis products via delivery service to the end user. Cannabis Delivery includes both storefront retail businesses open to the public and engaged in the delivery of cannabis or cannabis products, as well as non-storefront cannabis businesses with a physical location in the city that sell and deliver cannabis or cannabis products to customers without a premises that is open to the public. This definition excludes "Cannabis Microbusiness."

Cannabis Retail. Consistent with state law, a facility or business that holds a valid state license and conducts the retail sale of cannabis or cannabis products. This definition excludes "Cannabis Microbusiness."

E. PMC section 18.08.100, is hereby amended as follows:

18.08.100 Industrial use classifications.

A. Food and Drug Processing. Establishment engaged in the manufacture, processing, production, or packaging of drugs, beverages, or food products within an enclosed building. This classification includes brewery, bottler, winery, meat processing plant, candy and dairy product manufacturer, ~~commercial medical and nonmedical cannabis businesses as defined by PMC 18.88.010,~~ and related activities within an enclosed building, but excludes slaughterhouse, rendering plant, cannery or tannery. Uses in this classification may provide for the incidental on-site tasting or retailing of products.

B. Industrial Service. Establishment that provides services in which industrial-type equipment, materials, and supplies are maintained on the site or that require on-site processing or handling of materials or substances.

1. Boatyard. Establishment providing facilities for the repair, detailing, painting,

maintenance, fabrication and handling of small boats such as pleasure craft and commercial fishing and tour boats, and related equipment. This includes ancillary boat ramps, drydocks, and handling facilities, and sail-making lofts.

2. Contractor. Establishment that furnishes supplies, equipment, or products, and performs services at off-site locations but which maintains equipment, vehicles with a gross vehicle weight in excess of 15,000 pounds, stock-in-trade, and related activities on-site within an enclosed building. Typical uses are construction, janitorial, excavation, demolition, pest control, landscape or building contracting services.

a. Contractor Yard. Storage yard and maintenance of equipment and supplies outside of a building.

3. Equipment Sales and Rental. Retail or wholesale sale or rental of new or used large vehicles such as tractors, construction or agricultural equipment, commercial utility trucks, and utility or freight trailers. Establishments in this classification may offer incidental repair and maintenance of equipment for sale or rent.

4. Laboratory. Establishment over 2,000 square feet, other than medical/dental lab, providing commercial testing, photofinishing, chemical or biological analytical service within an enclosed building.

a. Cannabis Testing Laboratory. Consistent with state law, an establishment that holds a valid state license that offers or performs tests of cannabis or cannabis products and that is both accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state and licensed by the state.

5. Laundry. Establishment that provides on-site cleaning services within an enclosed building. This classification includes industrial dry cleaning plant, commercial laundry and linen supply services, or diaper services.

6. Processor. Establishment in which materials or items are handled or processed including their related storage and sale. This classification includes rock or mineral crushing and processing services; lumber, building material and scrap metal salvage and handling; solid waste facility/materials recovery facility and transfer station; and auto dismantler within an enclosed building.

7. Repair/Jobbing Service. Establishment providing facilities within an enclosed building for the repair or custom manufacture of heavy business and industrial equipment, other than automobile, recreational vehicle and boat repair. Uses include welding and machine shop, foundry, metal finishing, tool making, or construction and material handling equipment repair services.

C. Manufacturing. An industrial activity involving the making of goods or products by manual labor or machine process, including incidental and related processing, storage, wholesaling and distribution.

1. Heavy. Establishment engaged in the primary production of and extraction of metals or chemical products from raw materials or the pre-production processing of basic products, including bulk storage and handling of such products and materials. Uses in this classification typically involve a high incidence of truck, rail, or ship traffic, and/or outdoor storage of products, materials, equipment, or bulk fuel. This classification includes steelworks and finishing mill; chemical and fertilizer plant; petroleum and gas refinery; lumber, paper, or textile mill; asphalt, concrete, and hot mix batch plant; stoneworks, glassworks, brick refractory; and concrete products manufacturing within an enclosed building.

2. Limited. Establishment engaged in the fabrication, assembly, processing, treatment, or packaging of finished parts or products from previously prepared materials within an enclosed building, excluding food and drug processing.

3. Custom. Establishment primarily engaged in on-site production of goods by hand manufacturing involving the use of hand tools and small-scale equipment. This classification may include the incidental direct sale to consumers of only those products produced on-site. Typical uses include ceramic studio, candle-making, boatwright, custom jewelry manufacture, ornamental iron works, cabinet shop, or stained/leaded glass studio.

4. Cannabis Manufacturing. Consistent with state law, an establishment that holds a valid state license and conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or container, but excludes "Cannabis Microbusiness."

5. Cannabis Microbusiness. Consistent with state law, an establishment that holds a valid state license and is engaged in three of the following four commercial cannabis activities: cultivation of cannabis in an area less than 10,000 square feet; cannabis distributor; cannabis manufacturing; and cannabis retail.

D. Research and Development Production. Establishment primarily engaged in the research, development, testing, and controlled production and wholesale of high-technology electronic, industrial, or scientific products or commodities within an enclosed building, but does not include uses that may be objectionable by reason of production of offensive odor, dust, noise, vibration, or storage of hazardous materials. Uses include biotechnology, film, and nontoxic electronic and computer component manufacturers.

E. Transportation/Distribution. Activity and facility involving the distribution of freight or transportation services.

1. Commercial/Personal Transport Services. Establishment providing transportation

services including the incidental maintenance and storage of vehicles, but excluding establishments with facilities for long- or short-term storage of transported goods. This classification includes limousine, bus, taxi, or armored car services.

2. Railroad Terminal and Switchyard. Facility for distributing freight from rail cars and making up trains.

3. Truck Terminal. Establishment providing truck storage or facilities for the distribution, handling, processing, and long- or short-term storage of transported goods or packages. This classification does not include trucking activities accessory to a permitted or conditionally permitted use.

4. Wharf. Facility comprised of one or more docks and adjacent land, that is used for the berthing of ships and barges, and the distribution and handling of cargo.

5. Cannabis Distribution. Consistent with state law, an establishment that holds a valid state license and is engaged in the procurement, sale, and transport of cannabis and cannabis products between commercial cannabis businesses licensed by the state. This definition excludes "Cannabis Microbusiness."

F. Wholesaling and Storage. Establishment engaged in the wholesale, distribution and warehousing of goods. Uses in this category provide storage space for bulk quantities of commercial goods, or sell or arrange the sale of goods from suppliers to other wholesalers or retailers. Establishments under this classification may sort, package and label products for distribution, but do not display merchandise or accommodate walk-in retail customers.

1. With Interior Storage. Storage and handling of goods and equipment is entirely within an enclosed building.

2. With Exterior Storage. Storage and handling of goods and equipment is entirely or partially outdoors, even if screened from public view. This classification does not include junk or vehicle dismantling yard, or disposal facility.

F. PMC section 18.08.120 is hereby amended to add the following use classification:

Cannabis Cultivation.

1. Indoor. Consistent with state law, an establishment that holds a valid state license and is engaged in cannabis cultivation indoors for the purpose of commercial use, but excludes a "Cannabis Microbusiness."

2. Outdoor. Consistent with state law, an establishment that holds a valid state license and is engaged in cannabis cultivation outdoors for the purpose of commercial use, but excludes a "Cannabis Microbusiness."

3. Mixed Light. Consistent with state law, an establishment that holds a valid

state license and is engaged in cannabis cultivation utilizing a mixture of indoor and outdoor lighting for the purpose of commercial use, but excludes a "Cannabis Microbusiness."

G. PMC section 18.52.010, Schedule A, is amended to include the following uses and limitations:

	CO	CN	CC	CS	CSD	CW	CP
Cannabis Delivery	-	-	***L-175, L-176***	***L-175, L-176***	-	-	-
Cannabis Retail	-	-	***L-175, L-176***	***L-175, L-176***	-	-	-

L-175	***Businesses utilizing cannabis as a primary or accessory use shall comply with the requirements prescribed by Chapters 5.70 and 18.88 PMC. On-site tasting or sampling of cannabis products to or by the public is prohibited.***
L-176	***Limited to parcels located north of State Route 4 and east of Loveridge Road.***

H. PMC section 18.54.010, Schedule A, is amended to include the following uses and limitations, amend the identified permitting procedure related to 'Food and drug processing,' and amend Limitation 175 ("L-175"):

	IP	IL	IG
Commercial			
Cannabis Delivery	***L-175, L-177***	***L-175, L-178***	***L-175, L-178***
Cannabis Retail	***L-175, L-177***	***L-175, L-178***	***L-175, L-178***
Industrial			
Food and drug processing	U; ~~L-175~~	U; ~~L-175~~	U; ~~L-175~~
Cannabis Testing Laboratory	***L-175; L-178***	***L-175; L-178***	***L-175; L-178***
Cannabis Manufacturing	***L-175; L-177***	***L-175; L-178***	***L-175; L-178***
Cannabis Microbusiness	***L-175; L-177***	***L-175; L-178***	***L-175; L-178***

Cannabis Distribution	***L-175; L-177***	***L-175; L-178***	***L-175; L-178***
Agricultural and Extractive			
Cannabis Cultivation			
Indoor	***L-175; L-177***	***L-175; L-178***	***L-175; L-178***
Outdoor	-	-	-
Mixed Light	-	-	-

IP, IL AND IG DISTRICTS – ADDITIONAL USE REGULATIONS

L-175	***Businesses utilizing cannabis as a primary or accessory use shall comply with the requirements prescribed by Chapters 5.70 and 18.88 PMC. On-site tasting or sampling of cannabis products to or by the public is prohibited.*** ~~Use permit required. Businesses utilizing cannabis as a primary or accessory use are not required to obtain a use permit, but shall comply with the requirements prescribed by PMC Title 5, and Chapters 5.70 and 18.88 PMC. On-site tasting, sampling, or retailing of cannabis products to or by the public is prohibited.~~
L-177	***Limited to areas located within the Railroad Avenue Specific Plan area south of State Route 4 and east of Harbor Street. Uses must also be set back a minimum of 200 feet from the right-of-way of Harbor Street, Leland Road, and Loveridge Road.***
L-178	***Limited to areas located north of Pittsburg-Antioch Highway and east of Loveridge Road.***

I. PMC Chapter 18.88 is amended as follows:

18.88.010 Definitions.

"Cannabis" shall have the same meaning as set forth in California Health and Safety Code Section 11018, et seq. Consistent with state law, it does not include industrial hemp, as defined in Health and Safety Code Section 11018.5.

"Commercial ~~medical~~ cannabis business" means ***business engaged in commercial activity involving cannabis and holding one or more state licenses. A single commercial cannabis business may hold multiple state licenses under a single city commercial cannabis permit.*** ~~Type 6 – Manufacturer 1, Type 7 – Manufacturer 2, Type 8 – Testing laboratory, and Type 11 – Distributor activities defined by the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), Business and Professions Code Section 26000 et seq~~.

~~"Commercial nonmedical cannabis business" means any nonmedical Type 6 – Manufacturer 1, Type 7 – Manufacturer 2, Type 8 – Testing laboratory, and Type 11 – Distributor activities defined by the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), Business and Professions Code Section 26000 et seq.~~

"Fully enclosed and secure structure" means a space within a building that complies with the applicable building code, and has a complete roof enclosure supported by connecting walls extending from the ground to the roof, a foundation, slab or equivalent base to which the floor is secured by bolts or similar attachments, is secure against unauthorized entry, and is accessible only through one or more lockable doors. Walls and roof must be constructed of solid materials that cannot be easily broken through, and must be constructed with nontransparent material.

"Indoors" means inside a fully enclosed and secure structure or within a private residence.

"Medical cannabis" means cannabis used for medical purposes in accordance with the Compassionate Use Act, Health and Safety Code Section 11362.5, and the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), Business and Professions Code Section 26000 et seq.

"Medical cannabis cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis as defined in Business and Professions Code Section 26000 et seq.

"Medical cannabis delivery" means the transfer of medical cannabis or medical cannabis products from a medical cannabis dispensary to a qualified patient or primary caregiver, as well as the use by a dispensary of any technology platform to arrange for or facilitate the transfer of medical cannabis or medical cannabis products.

"Medical cannabis dispensary" or "dispensary" means (1) any facility, building, structure or location, whether fixed or mobile, where a primary caregiver makes available, sells, transmits, gives or otherwise provides medical cannabis to three or more of the following: a qualified patient or a person with an identification card, or a primary caregiver, in strict accordance with Health and Safety Code Section 11362.5 et seq.; or (2) any facility, building, structure or location where three qualified patients and/or persons with identification cards and/or primary caregivers meet or congregate in order to collectively or cooperatively distribute, sell, dispense, transmit, process, deliver, exchange or give away cannabis for medicinal purposes pursuant to Health and Safety Code Section 11362.5 et seq., and such group is organized as a medical cannabis cooperative or collective as set forth in the Attorney General's guidelines. The terms "primary caregiver," "qualified patient," and "person with an identification card" shall be as defined in Health and Safety Code Section 11362.5 et seq.

For purposes of this chapter, a "medical cannabis dispensary" shall not include the following uses, as long as the location of such uses is otherwise regulated by applicable law and complies strictly with applicable law, including but not limited to Health and Safety Code Section 11362.5 et seq.:

1. A clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code;

2. A health care facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code;

3. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code;

4. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code;

5. A residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code.

"Medical cannabis products" means medical cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.
"Nonmedical cannabis" means cannabis that is intended to be used for nonmedical purposes pursuant to Health and Safety Code Section 11362.1 et seq. and Business and Professions Code Section 26000 et seq.

~~"Nonmedical cannabis cultivation" means the planting, growing, harvesting, drying or processing of cannabis plants or any part thereof pursuant to Health and Safety Code Section 11362.1 et seq. and Business and Professions Code Section 26000 et seq.~~

~~"Nonmedical cannabis delivery" means the commercial transfer of nonmedical cannabis or nonmedical cannabis products to a person, including any technology that enables persons to arrange for or facilitate the commercial transfer of nonmedical cannabis or nonmedical cannabis products.~~

~~"Nonmedical cannabis products" means nonmedical cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.~~

"Outdoors" means any location within the city that is not within a fully enclosed and secure structure or a private residence.

"Person" means any individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability corporation, collective, cooperative, or

combination thereof in whatever form or character.

"Private residence" means a house, an apartment unit, a mobile home or other similar dwelling.

"Solid fence" means a fence constructed of substantial material, such as wood or metal, that prevents viewing the contents from one side to the other side of the fence.

18.88.020 ~~Medical cannabis dispensaries prohibited.~~ ***Reserved.***

~~Medical cannabis dispensaries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, the operation of a medical cannabis dispensary.~~

18.88.030 ~~Medical cannabis deliveries prohibited.~~ ***Reserved.***

~~Medical cannabis deliveries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, medical cannabis deliveries. This section shall not be interpreted to prohibit the transportation of medical cannabis through the city on public roads, as long as such transportation does not involve the delivery of medical cannabis within the city.~~

18.88.035 Commercial ~~nonmedical~~ cannabis businesses allowed.

Commercial ~~nonmedical~~ cannabis businesses are subject to the permit requirements outlined in the base district applicable to the site, and subject to additional permitting requirements as outlined in PMC 5.70.150.

18.88.040 ~~Commercial medical cannabis businesses allowed.~~ ***Commercial cannabis permit.***

~~Commercial medical cannabis businesses are subject to the permit requirements outlined in the base district applicable to the site, and subject to additional permitting requirements as outlined in PMC 5.70.050.~~

A. It shall be unlawful for any person to operate a commercial cannabis business without a commercial cannabis permit, issued by the city, under the conditions set forth in this article and any other applicable provisions of the Pittsburg Municipal Code.

B. Each commercial cannabis permit shall be subject to approval by the city council.

1. To approve a commercial cannabis permit, the city council must make findings consistent with those set forth under section 18.16.040.

2. The city council may deny an application for a commercial cannabis permit, if it determines any of the following:

(a) The applicant made one or more false or misleading statements or omissions on the registration application or during the application process;
(b) The applicant fails to meet the requirements of this chapter or any regulation adopted pursuant to this chapter;
(c) It is not in the best interest of the city, based upon the applicant's application or operating agreement, to issue a permit to the business;
(d) Potential threats to public health and safety cannot be sufficiently mitigated;
(e) Significant public opposition necessitates denial to preserve the health, safety, and general welfare of the city; or
(f) The proposed location would create a visual impact which would, in the sole discretion of the city council, negatively impact the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality.

C. Each commercial cannabis permit shall expire five (5) years from its date of issuance. Renewal of the permit shall be subject to city council approval, which must be obtained at a duly noticed, open and public meeting. Any permit holder is subject to an administrative fee to compensate city for its reasonable and actual costs to evaluate the renewals of permit and/or Operating Agreement, as well as annual evaluations of Operating Agreement compliance.

D. The commercial cannabis permit is not transferable, unless approved in writing by the city manager. Any attempt to assign or transfer the permit without prior written consent from the city manager shall render the permit null and void.

E. No commercial cannabis business shall be located within 600 feet of an existing, legally established school (as defined by PMC 18.08.060(V)), general day care (as defined by PMC 18.08.060(F)), club or lodge (as defined by PMC 18.08.060(B)) used exclusively as a youth center, city-owned park space which is open to the public, or library, as measured from the main entrance of the cannabis business to the nearest access point of the other use, following the shortest publicly accessible path of travel, including but not limited to streets, alleys, sidewalks, pathways, or trails. However, in no event shall a cannabis retail business, excluding microbusinesses, be located less than 1,000 feet from any legally established school, as measured by the shortest

direct line distance as measured from the main entrance of the cannabis business to the nearest parcel boundary of the other use.

F. The commercial cannabis business shall file an application for a commercial cannabis permit with the city manager on forms provided by the city, and shall pay an application fee and processing fee, which shall cover the actual costs associated with the city's processing of the application.

18.88.045 ~~Nonmedical cannabis deliveries prohibited.~~ ***Commercial cannabis permit holder qualifications.***

~~Nonmedical Cannabis Deliveries as a Prohibited Use. Nonmedical cannabis deliveries are prohibited in all zones of the city. No permit or any other applicable license or entitlement for use, nor any business license, shall be approved or issued for the establishment, maintenance or operation of nonmedical cannabis deliveries.~~

All commercial cannabis permit holders must meet the following minimum qualifications. The city reserves the right to require additional qualifications through the commercial cannabis permit application procedure.

A. Commercial cannabis permit holders shall apply in a timely manner for such other permits and approvals from other governmental agencies as may be required by state law. Prior to commencing operation of the business, Commercial cannabis permit holders shall secure all required governmental permits and supply copies to the city for review.

B. At all times, Commercial cannabis permit holder is required to maintain an active Business License and Commercial Cannabis Permit(s) with city, as well as all licenses required by the State of California.

C. Commercial cannabis permit holders, business operators, and employees must be 21 years of age or older.

D. Commercial cannabis permit holders, their business operators and employees shall be subject to background search by the California Department of Justice and local law enforcement. At city's discretion, city may conduct a background search of any commercial cannabis permit holder, their business operators, and employees.

E. Commercial cannabis business owners, operators, managers, and employees must not have any felony conviction (other than felony convictions related solely to cannabis possession prior to the age of 21 and not within the previous twenty [20] years), as specified in Penal Code Sections 667.5(c) and 1192.7(c) or any criminal conviction that substantially relates to the qualifications, functions, or duties of the business or profession, including a felony conviction involving fraud, deceit, or embezzlement or a criminal conviction for the sale or provision of illegal controlled substances to a minor.

18.88.050 ~~Medical cannabis cultivation prohibited.~~ ***Commercial cannabis permit application.***

~~Medical cannabis cultivation is prohibited in the city. No person shall engage in medical cannabis cultivation in or upon any premises or property in any district in the city.~~

An application for a commercial cannabis permit shall include, but not be limited to, the following information:

A. The legal name, and any other names, under which the commercial cannabis business will operate.

B. The address of the location and the on-site telephone number, if known, of the commercial cannabis business.

C. The following information for each owner and manager of the commercial cannabis business:

> ***1. Complete legal name and any alias(es), address, and telephone number.***
> ***2. Date and place of birth.***
> ***3. Social security numbers.***
> ***4. Copy of a valid government issued photo identification card, license, or passport.***
> ***5. List of all criminal convictions, other than infractions for traffic violations, the jurisdiction of the convictions, and the circumstances thereof.***
> ***6. Names of businesses owned or operated by the owner(s) or manager(s) within the last 10 years.***
> ***7. Investor and/or partner information.***

D. Assessor's parcel number of the parcel upon which the commercial cannabis business will be located.

E. Notarized written authorization from the property owner and/or landlord, to operate a commercial cannabis business on the site.

F. Water Supply Acknowledgement. When deemed necessary by the city Engineer, the applicant shall demonstrate to the satisfaction of the city engineer that sufficient water supply exists for the use.

G. Wastewater Acknowledgement. When deemed necessary by the city Engineer, the applicant shall demonstrate to the satisfaction of the city engineer that sufficient wastewater capacity exists for the proposed use.

H. To the extent that the applicant intends to use any hazardous materials in

its operations, the applicant shall provide a hazardous materials management plan that complies with all federal, state, and local requirements for management of such substances. "Hazardous materials" includes any hazardous substance regulated by any federal, state, or local laws or regulations intended to protect human health or the environment from exposure to such substances.

I. Property owner(s) and applicant(s) shall sign the application and shall include affidavit(s) agreeing to abide by and conform to the conditions of the permit and all provisions of the Pittsburg Municipal Code pertaining to the establishment and operation of the commercial cannabis business, including, but not limited to, the provisions of this article. The affidavit(s) shall acknowledge that the approval of the permit shall, in no way, allow any activity contrary to the Pittsburg Municipal Code, or any activity which is in violation of applicable laws.

J. Statement in writing by the applicant, that they will, to the fullest extent allowed by law, give preference to residents of the city for employee hiring.

K. Signed indemnity provision.

L. A business operating plan as set forth in PMC 5.70.164;

M. A security plan as set forth in PMC 5.70.165;

N. Any other information the city deems necessary.

Pursuant to applicable law, private information will be exempt from disclosure to the public, in order to protect an applicant's privacy interest and safety.

18.88.051 Performance standards for all commercial cannabis businesses.

A. Licensee shall at all times comply with state law including but not limited to the manufactured cannabis safety regulations at Title 17 California Code of Regulations Sections 40100 et seq. Licensee shall adhere to manufacturing practices as set forth in Title 21 of the Code of Federal Regulations, Parts 210, 211, 225, and 226.

B. All inventory of cannabis raw materials and finished products shall be kept in secured storage areas or as otherwise approved by the chief of police as specified within an approved security plan, to which only authorized personnel shall have access. Use and movement of all cannabis products, shall be logged from acceptance of shipment to delivery at retail location for inventory accuracy and management. Records shall be made available to the Police Department or any other agency with regulatory authority within 72 hours of written request therefor.

C. Licensee shall require all prospective employees to submit to a live scan at

a designated service provider and a background check by the California Department of Justice (DOJ) and local law enforcement. The cost of the background check shall be borne by the Licensee or the prospective employee. Licensee shall not employ any person in violation of PMC sections 5.70.052 and 5.70.161.

D. All raw or concentrated cannabis shall be securely stored in areas approved as specified in the operating agreement or as otherwise approved by the chief of police.

E. By-products of any cannabis business operation, including but not limited to those by products resulting from testing, cultivation, trimming, or manufacturing processes shall be disposed of pursuant to local and state laws.

F. The city manager may require measures to be taken to eliminate odors, in the event odors resulting from cannabis are shown to have continually occurred. These measures may include, but are not limited to, installation of industrial grade HEPA filtration and/or activated carbon filtration systems. Any required measures shall be taken at the sole cost of the Licensee.

G. Required Changes. City shall have the discretion to require changes to any of the terms within this section, upon reasonable notice to Licensee.

H. Licensee shall, to the fullest extent allowed by law, give preference to residents of the City of Pittsburg for employee hiring.

I. All signage shall be approved and placed in accordance with Title 19 of the Municipal Code. The Police Department and Planning Division shall reserve sole discretion in determining approved language and imagery at the project site.

J. All cannabis businesses open to the public shall prominently display signage near the public entrance designed to alert consumers to the possible health impact of cannabis use and smoke.

K. City may require additional provisions in the operating agreement.

18.88.052 Commercial cannabis permit revocation and suspension.

A commercial cannabis permit issued under this article may be immediately suspended and/or revoked for any of the following reasons:

A. An operator/permit holder ceases to meet any of the minimum qualifications listed in this article.

B. An operator/permit holder fails to comply with the requirements of this article or any conditions of approval of the permit.

C. An operator/permit holder's state license for commercial cannabis operations is revoked, terminated, or not renewed.

D. An operator/permit holder's commercial cannabis permit is suspended or revoked.

E. The commercial cannabis business fails to become operational within six (6) months of obtaining its commercial cannabis permit.

F. Once operational, the business ceases to be in regular and continuous operation for 90 consecutive days.

G. State law allowing the use for which the permit was issued is amended or repealed resulting in the prohibition of such use, or the city receives credible information that the federal government will commence enforcement measures against such businesses and/or local governments that allow them.

H. Circumstances under which the permit was granted have significantly changed and the public health, safety, and welfare require the suspension, revocation, or modification.

I. The permit was granted, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the permit application.

J. An operator/permit holder is not current on city taxes or fees.

K. An operator/permit holder initiates changes to its operating plan or operating agreement without first obtaining city approval.

L. An operator/permit holder fails to adhere to the Security Plan, as may be modified by the chief of police.

M. An operator/permit holder's state license for commercial cannabis operations is suspended. The city shall not reinstate the permit until documentation is received showing that the state license has been reinstated or reissued. It shall be the city's discretion whether the city reinstates any permit.

The city manager shall have the authority to suspend a permit, and the city council shall have the authority to revoke a permit. A suspension and/or revocation of a permit automatically suspends and/or revokes the permit holder's commercial cannabis business operating agreement.

18.88.053 Commercial cannabis permit indemnification

To the fullest extent permitted by law, commercial cannabis permit holders

shall indemnify, defend with counsel acceptable to city, and hold harmless, city and its officers, officials, employees, agents and volunteers (collectively, "indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation attorney's fees, costs and fees of litigation (collectively, "liability") of every nature arising out of, pertaining to, or relating to the city's suspension and/or revocation of a permit, except such liability caused by the sole gross negligence or willful misconduct of city.

18.88.055 Nonmedical cannabis cultivation.

The following regulations shall apply to the cultivation of nonmedical cannabis within the city:

A. Cultivation Not in Compliance with This Chapter. It is declared to be unlawful and a public nuisance for any person owning, leasing, occupying or having charge or possession of any parcel or premises within any zoning district in the city to cultivate nonmedical cannabis, except as provided for in this code. No person other than an individual 21 years of age or older may engage in the cultivation of nonmedical cannabis.

~~B. Outdoor Cultivation. It is unlawful and a public nuisance for any person owning, leasing, occupying, or having possession of any legal parcel or premises within any zoning district in the city to cause or allow such parcel or premises to be used for the outdoor cultivation of nonmedical cannabis.~~

~~C. Indoor Cultivation. Indoor cultivation of nonmedical cannabis is prohibited in all zoning districts of the city, except when such cultivation occurs on a parcel or premises with an approved private residence. All cultivation must be in compliance with this chapter.~~

~~D~~C. Indoor Cultivation in Private Residence. The indoor cultivation of nonmedical cannabis on a parcel or premises with an approved private residence shall only be conducted within a fully enclosed and secure structure or within a residential structure. Such cultivation shall be in conformance with the following minimum standards:

1. The primary use of the property shall be for a residence. Nonmedical cannabis cultivation is prohibited as a home occupation.
2. All areas used for cultivation of nonmedical cannabis shall comply with PMC Title 15 (Buildings and Construction), as well as applicable law.
3. Indoor grow lights shall not exceed 1,000 watts per light, and shall comply with the California Building, Electrical and Fire Codes as adopted by the city.
4. The use of gas products (CO2, butane, propane, natural gas, etc.) or generators for cultivation of nonmedical cannabis is prohibited.
5. Any fully enclosed and secure structure or residential structure used for the cultivation of nonmedical cannabis must have a ventilation and filtration system installed that shall prevent cannabis plant odors from exiting the

interior of the structure and that shall comply with PMC Title 15 (Buildings and Construction).

6. A fully enclosed and secure structure used for the cultivation of nonmedical cannabis shall be located in the rear yard area of the parcel or premises, and must maintain a minimum 10-foot setback from any property line. The yard where the fully enclosed and secure structure is maintained must be enclosed by a solid fence at least six feet in height. This provision shall not apply to cultivation occurring in a garage.

7. Adequate mechanical locking or electronic security systems must be installed as part of the fully enclosed and secure structure or the residential structure prior to the commencement of cultivation.

8. Nonmedical cannabis cultivation shall be limited to six cannabis plants per private residence, regardless of whether the cannabis is cultivated inside the residence or in a fully enclosed and secure structure. The limit of six plants per private residence shall apply regardless of how many individuals reside at the private residence.

9. The residential structure shall remain at all times a residence, with legal and functioning cooking, sleeping and sanitation facilities with proper ingress and egress. These rooms shall not be used for nonmedical cannabis cultivation where such cultivation will prevent their primary use for cooking of meals, sleeping and bathing.

10. Cultivation of nonmedical cannabis shall only take place on impervious surfaces.

11. From a public right-of-way, there shall be no exterior evidence of nonmedical cannabis cultivation occurring on the parcel.

12. Nonmedical cannabis cultivation area, whether in a fully enclosed and secure structure or inside a residential structure, shall not be accessible to persons under 21 years of age.

13. Written consent of the property owner to cultivate nonmedical cannabis within the residential structure shall be obtained and shall be kept on the premises, and available for inspection by the chief of police or his/her designee.

14. A portable fire extinguisher, that complies with the regulations and standards adopted by the State Fire Marshal and applicable law, shall be kept in the fully enclosed and secure structure used for cultivation of nonmedical cannabis. If cultivation occurs in a residential structure, the portable fire extinguisher shall be kept in the same room as where the cultivation occurs.

18.88.060 Violations.

A. Violation of this chapter is hereby declared a public nuisance.

B. Nothing in this chapter in any way limits any remedy that may be available to the city, or any penalty that may be imposed by the city, for violations of this chapter. Such remedies include, but are not limited to, injunctive relief and administrative citations.

J. All tiles and numbering shall be updated as necessary to reflect the proposed additions or deletions.

Section 4.

The Planning Commission hereby further recommends that the City Council consider changes to the amendments set forth in the preceding section, including: 1) requirement that cultivation businesses utilize recycled water to the greatest extent possible; 2) the time period for which a prior conviction related to cannabis would disqualify an applicant be revised to ensure consistency with state law; 3) microbusinesses be included in the required 1,000-foot buffer from schools; and 4) an appeal process for administrative decisions made by the City Manager or Chief of Police following approval of a commercial cannabis permit be set forth within the PMC.

On motion by Commissioner C. Moreno, seconded by Commissioner Foster, the foregoing resolution was passed and adopted the 22nd day of June 2021, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES: Coniglio, Foster, C. Moreno, H. Moreno Jr., Perkins, Popova

NAYES:

ABSTAIN:

ABSENT: Robinson

I hereby certify that the above Resolution No. 10170 was adopted by the Planning Commission of the City of Pittsburg on June 22, 2021.

JORDAN DAVIS, AICP, SECRETARY
PITTSBURG PLANNING COMMISSION

City of Pittsburg
Community Development Department – Planning Division
65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

NOTICE OF PUBLIC HEARING

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

DATE: **July 19, 2021**
TIME: **7:00 p.m.**
PLACE: **Streaming Video (see public advisory on next page)**

Concerning the following matter:

Introduction and Waive First Reading of an Ordinance to Amend Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting and Adoption of a City Council Resolution Establishing the Allowable Number of Commercial Cannabis Permits.

This is a public hearing on a request for recommendation of City Council approval for comprehensive amendments to City of Pittsburg Municipal Code (PMC) Titles 5 and 18 related to commercial cannabis business permitting. The proposed updates would facilitate the expansion of the types of cannabis businesses allowed, including uses such as retail, cultivation, and microbusinesses, as well as the process and standards for business approval. On June 22, 2021, the Planning Commission adopted Resolution No. 10170, recommending City Council approval of amendments to the PMC related to cannabis. This item also includes consideration of a resolution establishing the allowable number of commercial cannabis permits within the City limits.

PROJECT PLANNER: Jordan Davis, (925) 252-4015 or jdavis@ci.pittsburg.ca.us

---

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

Where can I get more information about this project?
The file for this project is available for public inspection; please contact the project planner listed above to make necessary arrangements.

What can I do if I have comments on the project?
Comments or objections to the project can be made by writing or through oral testimony during the public hearing. Written comments citing the project name may be emailed to the project planner listed above or may be mailed to: Pittsburg Planning Division, 65 Civic Avenue, Pittsburg, CA 94565. You may also register your comments or objections by attending the virtual public hearing on the date and time listed above (see advisory on next page for instructions on how to register a phone-in comment).

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

Para información en español:
(925) 252-4920

ALICE EVENSON
CITY CLERK

Project Title: Introduction and Waive First Reading of an Ordinance to Amend Titles 5 and 18 of the Pittsburg Municipal Code Related to Commercial Cannabis Business Permitting and Adoption of a City Council Resolution Establishing the Allowable Number of Commercial Cannabis Permits.

Location: City-Wide

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

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

Effective immediately, live comments will be allowed by members of the public via teleconferencing during Zoom meetings and written comments received after 3:00 p.m. on the day of the meeting will be read aloud by staff. To be placed in a queue to comment, please adhere to the following instructions.

To Participate in Public Comment During the Meeting:

- Notify the City Clerk's Office via email by 3:00 p.m. on the meeting date that you would like to be placed in the queue for general Public Comments, or comments on a specific agenda item. Requests received after 3:00 p.m. on the date of the meeting will not be able to comment.
- Email your name and telephone number to meetingcomments@ci.pittsburg.ca.us. We need both identifications to pair you with the item you wish to speak on. You must also be sure that you call in using the number you have provided or we may not be able to identify you as a speaker.
- Your email must include the words **"FOR PUBLIC COMMENT"** in the subject line and specify the **Agenda Item number or Non-Agenda** as appropriate.
- You will receive an email confirmation with instructions to log in.
- Once the meeting starts (check the "Agendas and Live Meetings" link on our website – www.pittsburgca.gov) you can phone in to Zoom. If you log in before the event has actually started you may be disconnected.
- You will be added to the meeting as an attendee and will be called upon by staff for phone-in comments.
- Speakers will be muted until their opportunity to provide public comment.
- All comments will be subject to the three-minute time limitation (approximately 350 words).
- Begin your comment by providing your name and city of residence for the record – although providing this is not required for participation.
- Just as in a live meeting inside the Council Chamber, only one comment per agenda item per person is allowed.

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

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 Confirm the Engineer's Report, Diagram and Assessment and Levy the Annual Assessment for Landscaping & Lighting Assessment District 1988-01, Citywide (Fiscal Year 2021-22)

MEETING DATE: July 19, 2021

EXECUTIVE SUMMARY

Landscaping and Lighting Assessment District 1988-01 ("88-01 District"), has been in existence since 1988 and the funds collected are necessary for the City to maintain the public desired level of lighting and landscaping throughout the City. Each year, prior to ordering the improvements and levying the assessments, the City Council holds a public hearing.

FISCAL IMPACT

The District will collect $3,074,648.86 in assessments, $105,000 in Measure J contributions, and $1,527,366.14 in General Fund contributions ($38,814.34 in general benefit cost plus $1,488,551.80 gap funding), $274,620.00 fund balance carryover, for a total of $4,981,635 in Fiscal Year 2021-22. This includes school district subsidies of $59,842.98, City assessments of $64,254.88, Housing Authority assessments of $3,841.64, and unpaid assessments of $4,789.54 for properties identified by the State Board of Equalization. The Public Works Department estimates that the City will expend $4,981,635 during Fiscal Year 2021-22 to manage the District. Without the District, the General Fund would be responsible for the entire amount.

RECOMMENDATION

City Council adopt the attached resolution confirming the diagram and assessments and levying the annual assessment for the 88-01 District, for Fiscal Year 2021-22.

BACKGROUND

On May 3, 2021, the City Council approved Resolution 21-13933, directing the Engineer of Work, Richard D. Abono, to file an annual report for Fiscal Year 2021-22 in accordance with the Landscaping and Lighting Act of 1972.

On June 1, 2021, the Engineer of Work filed the annual report with the City Clerk. All interested persons were referred to that report for a full and detailed description of the improvements, the boundaries of the assessment district and the proposed assessments upon assessable lots and parcels of land within the district.

On June 21, 2021, the City Council adopted Resolution 21-13934 approving the Engineer's Report and declared its intent to order improvements in the 88-01 District, for Fiscal Year 2021-22. That resolution also set this evening's meeting as the public hearing on this matter.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Fiscal Year 2021-2022 is the thirty fourth fiscal year of the District's operation. For each parcel of land in the 88-01 District, the report recommends assessments, which, when combined with a contribution from the General Fund, are sufficient to fund the projected Fiscal Year 2021-22 costs for operation, maintenance, servicing, replacement and installation of District improvements. The recommended assessments are proportional to the Engineer's estimates of relative benefits received by each parcel from the 1988-01 District improvements.

The Public Works Department has implemented maintenance level reductions in the past by eliminating feature planting bed areas, reducing water usage by using recycled water and implementing a Central Irrigation Control System. The Public Works Department has also reduced maintenance costs by reducing part-time labor and using additional custody alternative and community services works, installing/upgrading LED illuminated street name signs at major intersections and using LED's for City street lights to reduce PG & E costs. These strategies have been effective at cutting maintenance costs and preventing a large increase in the General Fund subsidy even with the additional responsibilities of additional median landscaping and Parks. Without the 88-01 District, the General Fund would be responsible for the entire amount.

ATTACHMENTS: Resolution
Engineer's Report 88-01

Report Prepared by: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Confirming the Engineer's Report, Diagram and Assessments and Levying the Annual Assessments for Landscaping and Lighting Assessment District 1988-01, Citywide For Fiscal Year 2021-22	)	RESOLUTION NO. 21-

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, California Streets and Highways Code § 22500 et seq., also known as the Landscaping and Lighting Act of 1972 ("1972 Act"), authorizes the creation of assessment districts to perform certain functions, including the installation, construction, and maintenance of landscaping, lighting, and park and recreational facilities; and

WHEREAS, in accordance with the 1972 Act, the City created the Citywide Landscaping and Lighting District 1988-01 ("1988-01 District") for the purpose of performing certain functions, including the improvement and maintenance of the landscaping and lighting of City parks and facilities, medians, rights of way and streets; and

WHEREAS, Pursuant to Chapter 3 of the 1972 Act, the City Council directed the Engineer of Work for the 1988-01 District to prepare and file an annual report for Fiscal Year 2021-22; and

WHEREAS, the City Council also set a public hearing to be held on July 19, 2021, in the meeting place of the City Council, City Hall, 65 Civic Avenue, Pittsburg. If Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, is still in effect, the public hearing will be held and accessible through Zoom Teleconference via Streaming Media on the City's website homepage: www.ci.pittsburg.ca.us. A notice of the hearing was given in the time and manner required by law; and

WHEREAS, at the public hearing, the City Council afforded to every interested person an opportunity to protest the annual report either in writing or orally.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg finds and determines as follows:

Section 1. The City Council orders the improvements, generally described as landscaping and lighting installation, maintenance, and repair, described in detail in the Report, and orders the levy and collection of the assessment for the Fiscal Year 2021-22.

Section 2. The City Council hereby confirms the diagram and increased Assessment for the 1988-01 District on file with the City Clerk.

Section 3. City Staff is hereby directed to collect the Assessment described in the Report for Fiscal Year 2021-2022 from each record owner of a parcel within the 1988-01 District.

PASSSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of July 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

City of Pittsburg
Contra Costa County, California

ENGINEER'S REPORT

CITY OF PITTSBURG LANDSCAPING & LIGHTING ASSESSMENT DISTRICT 1988-01

FISCAL YEAR 2021-22

June 1, 2021

Prepared By:

Richard Abono
City Engineer
City of Pittsburg, California

EXHIBIT "A"

Landscaping & Lighting Assessment District 1988-01

TABLE OF CONTENTS

Certificates i

Section I-Introduction 1

Section II- Engineer's Report
Part A –Description of Improvements 2
Table 1: Parks and Facilities 4
Table 2: Medians 5
Table 3: Rights-of-Way 6
Table 4: Feature Planting Areas 7

Part B-Estimate of Costs
1. Estimate of Revenue and Costs 8
Table 5: Total Assessment by Land Use Categories 9

Part C-Method of Apportionment of Assessment
1.Calculation of Assessments & Assessment of New Parcels 10
Table 6: City Land Use Categories 12
Table 7: Contra Costa County Land Use Codes 13-14
2. General Benefit
3. Residential Benefit 15
5. Commercial and Industrial Benefit 15
6. Mathematical Benefit Calculation 15
7. Assessment Calculation
A. Actual Assessment Per Benefit Factor 16
B. Calculation of Multi Family & Residential Benefit Factors 17-24
C. Calculation of Commercial and Exceptions 25-26
D. Calculation of Industrial and Exceptions 26-28

Part E-Assessment District Diagram 29

Part F-Property Owner List and Assessment Roll 29

CITY OF PITTSBURG

CITYWIDE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT 1988-01

FISCAL YEAR 2021-22

The undersigned respectfully submits the enclosed Engineer's Report as directed by the City of Pittsburg.

Dated:_____ By_____
Richard D. Abono, PE
RCE No. C65440

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached, was filed with me on the _____day of _____,

A lice E. Evenson, City Clerk
City of Pittsburg
Contra Costa County, California

By_____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Pittsburg, Contra Costa County, on the _____ day of _____ 2021.

Alice E. Evenson, City Clerk
City of Pittsburg
Contra Costa County, California

By_____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached was filed with the County Auditor of the County of Contra Costa, on the _____ day of _____ 2021.

By_____

Richard D. Abono, City Engineer

SECTION I: INTRODUCTION

In June 1988, the City Council confirmed the Engineer's Report, ordered improvements and levying the first annual assessment for Landscaping and Lighting District 1988-01. The assessment was originally set at $69.24 per benefit factor, increased to $77.18 per benefit factor in Fiscal Year (FY) 1990-01, and was affirmed by voters in the 1996 General Election.

This report is for Fiscal Year 2021-22, the thirty-fourth fiscal year of the District's operation. For each parcel of land in the District, the report recommends assessments, which, when combined with a contribution from the general fund, are sufficient to fund the projected FY 2021-22 budget for operation, maintenance, servicing, replacement and installation of District improvements.

The Citywide Landscaping and Lighting Assessment District 1988-01 includes all of the incorporated City of Pittsburg, except Oak Hills Landscaping and Lighting Assessment District 1988-02 (located along West Leland Road and Bailey Road). The assessment diagram depicting the boundaries of District 1988-01 is on file in the Office of the City Clerk of the City of Pittsburg, and is incorporated herein.

For FY 2007-08 and all years thereafter, the City increased the assessment for a residential land use, (City category codes 01, 21, 22, 23, 24, 25 and 29), for a total assessment of $102.18 per benefit factor. All other parcels including commercial, institutional, industrial, churches and non-profit will continue to pay the current assessment of $77.18 per benefit factor. In accordance with Proposition 218, the City conducted a mailed ballot election for the assessment increase.

SECTION II: ENGINEER'S REPORT

PREPARED PURSUANT TO THE PROVISIONS OF THE
LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679
OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

LANDSCAPING AND LIGHTING DISTRICT 1988-01
FY 2021-22

This Preliminary Engineer's Report for the Pittsburg Landscaping and Lighting Assessment District 1988-01 is submitted, pursuant to Resolution 21-13933 of the Pittsburg City Council and under the provisions of the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22500 et seq). I, Richard D. Abono, the duly appointed Engineer of Work, Assessment Engineer for the Citywide Landscaping and Lighting District 1988-01, submit the following Report consisting of Section I and Section II consisting of the following five (5) parts:

PART A: DESCRIPTION OF IMPROVEMENTS

This part describes the improvements in the District. For a more detailed description of the improvements, refer to the listing of improvements incorporated within this report.

PART B: ESTIMATE OF COST AND REVENUE

This part contains an estimate of the costs to maintain the assets of the District that are supported by the assessment revenues proposed for FY 2021-22. The estimate of cost and revenue are on file in the Office of the City Clerk of the City of Pittsburg and are incorporated herein.

PART C: METHOD OF APPORTIONMENT OF ASSESSMENT

This part describes the method of apportionment of assessments, based upon parcel classification of land within the District in proportion to the estimated special benefit to be received.

PART D: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, and the boundaries of Landscaping and Lighting District 1988-02 which is also located within the 1988-01 District boundaries. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Contra Costa for the fiscal year when this Report was prepared.

PART E: PROPERTY OWNER LIST & ASSESSMENT ROLL

This part contains a list of the Assessor Parcel numbers of Contra Costa County, and the net amount to be assessed upon the benefited lands within the District for FY 2021-22. The Assessment Roll is filed in the Office of the Pittsburg City Clerk and incorporated in this Report by reference. The list is keyed to the records of the Contra Costa Assessor Parcel Map Numbers.

PART A: DESCRIPTION OF IMPROVEMENTS

The Pittsburg Landscaping and Lighting Assessment District 1988-01 provides for the levy and collection of assessments to pay for maintenance of parks, street trees and the landscaping along public rights-of-way, in street median islands and around public buildings, in neighborhood and community parks, as well as sidewalk repair related to street tree damage and maintenance and utility bills. Other incidental costs included in District operations are the cost of preparation of the report, cost payable to the County for collection of assessments, cost for compensation of any engineer or attorney employed to render services and any cost associated with any elections held for the approval of a new or increased assessment.

Street Lights

The street lighting system includes all street lights within the public right-of-way, easement, and public parks. There are a total of 4,283 street lights of which 1,973 are City owned and 2,232 are PG & E owned within the 1988-01 Citywide Landscaping and Lighting

District.

Street Trees

Maintenance of all street trees located within the public right-of-way or a street tree maintenance easement.

Concrete

Replacement of sidewalks damaged by street trees and/or sidewalks adjacent to city-owned property.

Landscaping

Maintenance and servicing of public parks and facilities, medians, right-of-ways and feature planning areas which are located within the District and described in Tables 1, 2, 3, and 4 of this Report. Improvements include but are not limited to trimming, pruning, weeding, fertilizing, irrigation, trash removal, sprinkler repair, plant replacement and other necessary maintenance programs.

Table 1 Parks & Facilities

Marina Center; 340 Marina Blvd	**Riverview Park**; 2 River Park Drive
City Hall; 65 Civic Avenue	**Marina Walk Park;** 200 West 7th St
Santa Fe Linear Park; Columbia to Harbor Street	**Riverview Park** 4 River Park Drive
Central Harbor; Pittsburg Marina	**Community Youth Center;** 60 Civic Ave
Mariner Walk Park-Herb White Way	**De Anza Park**; East Trident Drive
City Park; Civic and Railroad Avenues	**Environmental Center**; 2581 Harbor Street
Small World Park; 2551 Harbor Street	**California Seasons Park**; 1951 Seasons Way
Highlands Ranch Park: Rangewood Drive	**Stoneman Park North**; 790 West Leland Road
Sr. Citizens' Center; 300 Presidio Ln	**Americana Park**; 110 Salinas Ct
Stoneman Park South (undeveloped); 2255 John Henry Johnson Parkway	**Hillsdale Park**; 2240 Daffodil Drive
Woodland Hills Park; 315 Alta Vista	**Buchanan Park**; 4150 Harbor Street
Highlands Park; 4215 St. Paul Circle	**Central Park/POSCO**; East of Columbia Street @ Central Avenue
East Bay M.U.D. Trail; EBMUD R/W Railroad Ave to East City Limits	**Village At New York Landing**; 240 Pebble Beach Loop
Stoneman Trailhead; John Henry Johnson Parkway	**Harbor Street Trailhead**; Harbor Street @ EBMUD Right-of-Way
Oakhills Park; Southwood and Woodhill Drives	**Heritage Plaza;** 120 East 4th Street
8th Street Linear Park; Harbor to Herb White Way	**John Buckley Square**; Railroad Ave/5th Street/6th Street & Black Diamond St.
Columbia Street Linear Park; Pitts-burg/ Antioch Highway to Central Ave	

Table 2 Medians

East Third Street; Marina Boulevard to East Street	**Marina Boulevard**; Bayside Drive to East Third Street
Harbor Street; East Third Street To Stoneman Avenue	**Power Avenue**; Andrew Avenue to West Catamaran Circle
Civic Avenue; Davi Street to Railroad Avenue	**Railroad Avenue**; East Fifth Street to South City Limits
Range Road; Willow Pass Road to Southerly Terminus	**East Leland Road**; Railroad Avenue to Century Boulevard
Century Boulevard; East Leland Road to Somersville Road	**Loveridge Road**; Buchanan Road to State Route 4
Gladstone Drive; Loveridge Road To Arlington Circle	**Meadowbrook Avenue**; Stoneman Avenue to Fallenleaf Way
Ventura Drive; At Buchanan Road	**McFaul Drive**; At Buchanan Road
McDermott Avenue; At Buchanan Road	**Suzanne Drive**; At Buchanan Road
Santa Anna Drive; At Buchanan Road	**Inverness Drive**; At Buchanan Road
Campbell Drive; At Buchanan Road	**Railroad Avenue**; At Buchanan Road
West uchanan Road; Railroad Avenue to Crestview Drive	**Bailey Road**; West Leland Road to State Route 4
Capitola Place; Capitola Drive to Cumberland Street	**Loveridge Road**; North of Hwy 4
Ventura Drive; S/O Buchanan Rd	**San Marco Blvd;** Highway 4 to South Terminus
Meadows Avenue; S/O Buchanan Rd	**West Leland Road Extension-**Southwood Drive to San Marco Blvd.
West Tenth Street: Railroad Avenue to Beacon Street	

Table 3 Rights-of-Way

George Lowy Marina	Central Waterfront Basin III
East Third Street; Marina Boulevard To East Street Tree Wells	**Historical District** (Railroad Ave); East Eighth to East Third Streets
Marina Boulevard (South Side); Bayside Drive to West Street	**Marina Boulevard**; At East Fifth Street (Lapori Building Parking Lot)
PG&E Berm (West Side); Perimeter of Bayside Knolls	**Bayside Drive** (West Side); Marina Boulevard to River Park Drive
East Sixth Street; At Railroad Avenue Parking Lot	**East Third Street**; @ Marina Boulevard Parking Lot
Harbor Street; East Side Between School Street and Army Street	**Harbor Street**; East Santa Fe Avenue to East Third Street
Central Harbor Parkway; Launch Ramp and Parking Lot	**Willow Pass Road**; Dory Road to West City Limits
Railroad Avenue; California Avenue to East Tenth Street	**Polaris Drive**; East Catamaran Circle to Trident Drive
Power Avenue (North Side); At River Run Subdivision	**Range Road**; Willow Pass Road to Southerly Terminus
East Catamaran Circle (East Side)	**Frontage Road**; Burton Avenue to Dover Way
Range Road; Northerly Terminus to West Leland Road	**Railroad Avenue** (West Side); Frontage Road to Alvarado Avenue
West Leland Road; Burton Avenue to San Marco Blvd.	**East Leland Road;** (South Side) At Leland Court and At Stoneridge Drive
East Leland Road; (North Side) At Freed Circle	**Buchanan Road** (North Side); Harbor Street to Ventura Drive
Loveridge Road; Stoneman Avenue to Ventura Drive	**Buchanan Road** (South Side); Quercas Lane to East City Limits
Stoneman Avenue; At Harbor Street	**Cumberland Street**; E 3rd to E 8th St
E. Eighth St; Harbor to Cumberland Sts	**Railroad Ave**; N/E Corner of E 17th St
Capitola Pl; Capitola Dr to Cumberland	**Willow Avenue @ Bailey Road**
California Ave; East of Loveridge Road	**Ventura Drive**; @ Buchanan Road
Railroad Ave & Buchanan Rd; N/W Corner	**West 8th St**; Mitigation Project @ Herb White Way
Pittsburg-Antioch Hwy; Mitigation Project @ Kirker Creek	**California Ave**; East of Loveridge Road
North Parkside Drive; @ Cannery Ave	**San Marco Blvd**; S/O Highway 4
Railroad Avenue (East Side) California Avenue to Victory Avenue	**Alves Ranch Road;** south of West Leland Road

Table 4 Feature Planting Bed Areas

Fisherman Monument; East Third Street At Railroad Avenue	**Raised Planter Beds**; Railroad Avenue at East Third Street
City Hall Planter Beds; 65 Civic Avenue	**Fishing Boat Monument**; Marina Boulevard at East Third Street
Small World Park Entry Sign; Harbor Street	**Leland Road and Railroad Avenue**; All Corners
Buchanan Park Entrance; Harbor Street	**Buchanan Park Sign and Planter**; Harbor Street
East Leland Road; Easterly City Limits	**Veterans & Stoneman Memorial**; Small World Park (Harbor Street)
City Park Entrance Sign; Railroad Ave	**City Park Memorial**; Railroad Avenue
Small World Park Feature Areas; Pond, Railroad Track & Circular Beds	**Marina District Sign**; East Eighth Street and Railroad Avenue
Plaza Fountain; East Fifth Street @ Black Diamond Street	**Muniz Plaza**; West Side Railroad Ave Between E. Third & E. Fourth Streets
Marina Boulevard; At E. Fourth Street	**Marina Center**; 340 Marina Boulevard
Harbor Street; At Presidio Lane	**Pelican Loop Entry;** @ Marina Blvd
Harbor Street Trailhead;	**Railroad Avenue**; at Seventeenth Street
East Leland Road; @ Easterly City Limit	**Railroad Ave @ East Fifth St**; Steel Worker Statue
Meadows Avenue; S/O Buchanan Rd	**Oakhills South Entry Monument;** Woodhill Drive
San Marco Blvd; S/O Highway 4	**Oakhills Unit 5;** Oakpoint Drive
Railroad Avenue; At Alvarado Avenue	

PART B ESTIMATE OF COST

A. Projected Revenue and Expense FY 2020-21

Fund Balance, July 1, 2020		$395,722
Assessment Posted to Roll	$3,216,357	
Less Refunds	0	
Other Revenue	1,500	
Projected General Fund Contribution	$1,061,063	
Projected Measure C	$105,000	
Projected Expense July 2020-June 2021	less ($4,505,022)	
Projected Fund Balance, June 30, 2021		$274,620
Less Set Aside Reserves of		

B. Estimate of Cost FY 2021-22

Street Light Operation & Maintenance		
Energy	$ 360,000.00	
Reserve for New Lights	-0-	
Rate Increases	-0-	
Repair & Equipment Maintenance	$ 566,100	
Total Street Light O & M		$ 926,100
Landscaping Operation & Maintenance		
Maintenance, Repair, Materials, Supplies, Water Contracts, Etc. for Parks and Facilities	$ 2,236,912	
Maintenance, Repair, Materials, Supplies, Water Contracts, Etc. for Medians & Rights-of-Way	$ 745,637	
Contingency for Maintenance, Repair & Replacement of Vehicles and Equipment	$ 242,283	
Total Landscaping O & M		$ 3,224,832
Street Trees & Concrete Repair		
Maintenance & Replacement of Trees & Equipment	$ 508,742	
Concrete Repair	$ 173,284	
Total Repair & Replacement		$ 682,026.00
Administration		$148,677.00
TOTAL COSTS		$ 4,981,635.00
LESS OTHER REIMBURSEMENTS		
LESS FUND BALANCE (as of June 30, 2021)		($274,620)
LESS ESTIMATED GENERAL FUND CONTRIBUTIONS (GAP FUNDING)		($1,488,551.80)
LESS MEASURE C FUNDS		($105,000.00)
LESS GENERAL BENEFIT		($38,814.34)
NET COST AND TOTAL AMOUNT TO BE ASSESSED (1)		**$3,074,648.86**

(1) This amount includes the General Fund subsidy for Public School Parcels ($59,842.98), General Fund contributions for City assessments ($64,254.88), General Fund contributions for the Housing Authority assessments ($3,841.64) State Board of Equalization/Post Office Properties $4,789.54).

TABLE 5. TOTAL ASSESSMENTS BY LAND USE CATEGORY

Category Code	Land Use Category (From Table 1)	Parcel Count	Benefit Factors	Assessment
01	Single Family Residential	16,555	16,555	1,691,589.90
21	2 Units, Residential	289	430.03	$43,939.56
22	3 Units, Residential	21	46.68	$4,770.36
23	4 Units, Residential	68	199.27	$20,361.92
24	Combo With More Than 1 Residence	17	39.95	$4,082.00
25	Multi-Family, 5 or More Residences	52	2,728.13	$281,622.02
29	Condos, Co-ops, Clusters	396	297.00	$30,349.44
	Total Residential	**17,398**	**20,324.07**	**$2,076,715.20**
25/60	Multi-Family/Commercial	3	255.6174	$12,890.02
	Total Mixed Use	**3**	**255.62**	**$26,119.02**
39	Vacant Commercial & Institutional	76	817.23	$63,074.04
50	Developed Industrial	159	4,184.51	$322,961.24
59	Vacant Industrial	65	950.22	$73,338.54
60	Developed Commercial & Institutional	376	6,026.25	$465,107.44
71	Churches	54	361.28	$16,670.88
85	Parking Lots	51	361.28	$27,884.02
90	Non-Profit Organizations	9	36.00	$2,778.48
	Total Commercial, Institutional, Industrial, Churches, Parking Lots and Non-Profit	**790**	**12,591.49**	**$971,814.64**
	Totals	**18,191**	**33,171.18**	**$3,074,648.86**

PART C-METHOD OF APPORTIONMENT OF ASSESSMENT

1. CALCULATION OF ASSESSMENT AND ASSESSMENT OF NEW PARCELS

The City Engineer has proposed/developed an equitable method for distributing the costs of maintaining the City lighting, landscaping and parks. That method:

1. Determines the relative benefit received by each parcel based on type and intensity of land use;
2. Derives a numerical expression to determine the special benefit (benefit factor);
3. Determines the costs for maintenance of the District improvements;
4. Derives an **actual** cost per unit of benefit (unit cost) by dividing the total estimated costs (based on actual maintenance costs) to cover all District cost by the total benefit factors; and
5. Derives an **applied** assessment for each parcel based on an assessment per benefit factor of $102.18 for residential parcels and $77.18 for commercial, institutional, churches, parking lots and non-profit parcels.
6. Analyzes the actual costs per unit benefit for each parcel and the applied assessment for each parcel and calculates a City General Fund subsidy for all uses between actual District costs and applied assessment.

The assessment method asserts that: 1) all assessable parcels in the District benefit from the improvements because they are similarly distributed throughout the district; 2) the benefit for each property varies according to the use of the property and the intensity of that use, and for a given intensity of use, similar land uses will derive similar benefits; 3) the subsidy currently provided by the City is based on the actual maintenance cost to the District; 4) the subsidy currently provided to both residential and non-residential property is consistent with the goals of the community and City Council by offering a larger subsidy to commercial and industrial uses to increase economic development and generate and/or maintain jobs in the City; 5) The general benefit for the public at large is far less than the amount the City is currently contributing.

Newly developed areas within Citywide Landscaping and Lighting District 1988-01 will be assessed if a final map has been recorded and the parcel has been created by the date established by the County Assessor's Office for inclusion on the Assessment Roll. Vacant residential parcels are currently not assessed; therefore, an assessment will be levied once a structure is declared final by the Engineering Department, Building Division.

The establishment of the LLAD and its assessment methodology occurred prior to passage of Proposition 218. The provisions of Proposition 218 require that all parcels, including those that are owned by any agency (local, state or federal) that benefit from the improvements within the District cannot be exempt from assessments "*unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit."* Proposition 218 also requires that all existing, new or increased assessments shall comply with the provisions of Proposition 218. Therefore, after the passage of Prop. 218, the City began imposing assessments on public property, to ensure conformance with state law. The City has however,

committed to subsidize 100% of the assessments to be levied on public school parcels in the City of Pittsburg. The subsidy for the public school parcel assessment is $59,842.98. In addition, the General Fund will also pay the City assessments, which totals $64,254.88, Housing Authority assessments totaling $3,841.64. This public parcel list included in the Lighting and Landscaping District 88-01 includes but is not limited to the following agencies; City of Pittsburg, Contra Costa County, EBMUD, Contra Costa County Fire Protection District, BART, and the State of California.

2. GENERAL BENEFIT STREET LIGHTING AND PARK MAINTENANCE AND OPERATIONS

The City may only assess property owners for that portion of the costs which provide a special and direct benefit to the properties located within the boundaries of the District. General benefits are not assessable, and the City must fund that portion of the improvements which provides a general benefit to the public at large with some other funding source, such as the general fund. The 1972 Act does not specify a formula or method to use when determining the amount of general versus special benefit. The Engineer of Work is responsible for conducting the general versus special benefit analysis and then making a recommendation to the City Council, which makes the final determination. The general benefit analysis is summarized below.

Street Lighting

The City recognizes that a portion of the maintenance, operation and servicing of the City's street lights on arterial streets that are funded by the District provides a general benefit to the public at large. Therefore, the City contribution to the District for any general benefits incurred by the maintenance, operation and services on arterial roadways is estimated to be 3% of the operation and maintenance cost. This estimate was derived by determining the percentage of arterial roadway included in the district and multiplying that by the percent benefit assumed for traffic operations. This amount totals $27,783 for this FY 2021-22

Park Maintenance

The District provides operation and maintenance for approximately 250 acres of City-owned neighborhood and community parks, open space and recreation facilities. For the purpose of calculating general benefit, it was assumed that casual park use by non-residents (park users not participating in a scheduled program) is de minimus because of the local nature of park use and the condition and popularity of parks in adjacent communities. Therefore, the general benefit derived for park and facility operation and maintenance is based solely on programs currently offered by the Pittsburg Recreation Department. It was estimated that 24% of the park area and facilities in the District have recreation programs offered. Based on data sampled, 15% of the participants registered for these programs for this year are non-residents. Lastly, it was estimated that 14% of the yearly daylight hours are being used by recreation programs offered by the Recreation Department. Therefore, the estimated general benefit for operation and maintenance for parks and facilities is .5%. This amount totals $11,031.34 for FY 2021-22. For FY 21-22 the general benefit is less than 1% of the total cost to maintain the District. This amount totals $38,814.34 and will be paid out of the General Fund. It

is anticipated that the general benefit will remain consistent each fiscal year and will be reassessed in 4 years to determine if any significant changes in estimates exist.

TABLE 6 LAND USE CATEGORIES

Category Code*	Land Use Category Description
00	Non-assessable Parcels Including: Undeveloped Residential Parcels, Non-buildable Parcels, District Open space, Parks, Playgrounds, etc.
01	Single Family Residential
21	Two Units, Residential
22	Three Units, Residential
23	Four Units, Residential
24	Combinations With More Than One Residence
25	Multi-Family Residential, Five or More Units
29	Condo, Co-Op, Cluster, P.U.D. Attached
39	Vacant Commercial and Institutional
50	Developed Industrial
59	Vacant Industrial
60	Developed Commercial and Institutional
71	Churches
85	Parking Lots
90	Nonprofit Organizations

*Category Codes Were Created for the Purpose of this Assessment District.

CONTRA COSTA COUNTY USE CODES

Use Code	Description
1	**Residential**
10	Vacant, unbuildable
11	Single family, 1 residential on 1 Site and Duets w/o minor common areas
12	Single family, 1 residential on 2 or more sites
13	Single family, 2 or more residential on 1 or more sites
14	Single family on other than single family land
15	Miscellaneous improvements, 1 or more site, incl. trees and vines
16	Single family attached residence, townhouses, duets
17	Vacant, 1 site (includes PUD sites)
18	Vacant, 2 or more sites
19	Single family detached res. with major common area (pool, tennis, clubhouse, or other amenities), Cluster Homes
2	**Multiple**
20	Vacant
21	Duplex
22	Triplex
23	Fourplex
24	Combinations; e.g., single and a double
25	Apartments, 5-12 units, inclusive
26	Apartments, 13-24 units, inclusive
27	Apartments, 25-59 units, inclusive
28	Apartments, 60 units or more
29	Condos, cooperatives (-1 Single Family) (-2 Rossmoor)
3	**Commercial**
30	Vacant
31	Commercial stores (not supermarkets)
32	Small grocery stores (7-11, mom and pop, quick-stop)
33	Office buildings
34	Medical; dental
35	Service stations; car washes; bulk plants; mini lube
36	Auto repair
37	Community facilities; recreational; swim pool association
38	Golf courses
39	Bowling alleys
4	**Commercial**
40	Boat Harbors
41	Supermarkets (not in shopping centers)
42	Shopping centers (all parcels include vacant for future shopping Center
43	Financial buildings (insurance and title companies, banks, savings And loans)
44	Motels, hotels, and mobile home parks
45	Theaters
46	Drive-in restaurants (hamburger, taco, etc.)
47	Restaurants (not drive-in; inside service only)
48	Multiple and commercial; miscellaneously improved
49	New car auto agencies

CONTRA COSTA COUNTY USE CODES

5	**Industrial**
50	Vacant Land
51	Industrial Park (with structures)
52	Research and Development, with or without structures
53	Light industrial
54	Heavy industrial
55	Mini-warehouse (public storage)
56	Miscellaneous improvements, including trees & vines on light or heavy industrial
59	Pipeline rights-of-way
6	**Land**
61	Rural, residential improved; 1 to 10 acres
62	Rural, with or without miscellaneous structures, 1 to 10 acres
63	Urban acreage, 10 to 40 acres
64	Urban acreage, more than 40 acres
65	Orchards, vineyards, row crops, irrigated pastures, 10 to 40 acres
66	Orchards, vineyards, row crops, irrigated pastures, over 40 acres
67	Dry farming, grazing and pasturing, 10 to 40 acres
68	Dry farming, grazing and pasturing, over 40 acres
69	Agricultural preserves
7	**Institutional**
70	Convalescent hospitals and rest homes
71	Churches
72	Schools & colleges, public or private, with or without improvements
73	Hospitals, with or without improvements
74	Cemeteries, mortuaries
75	Fraternal and service organizations, group homes, shelters
76	Retirement housing complex
77	Cultural uses (libraries, museums)
78	Parks and playgrounds
79	Government-owned, with or without buildings (federal, state, city, BART)
8	**Miscellaneous**
80	Mineral rights (productive/nonproductive)
81	Private roads
82	Pipelines and canals
83	State board assessed parcels
84	Utilities, with or without buildings (not assessed by SBE)
85	Public and private parking
86	Taxable municipally-owned property
87	Common area parcels in PUD's (open spaces, recreational facilities)
88	Mobile home
89	Other; split parcels in different Tax Code Areas

3. Residential Benefit

For residential parcels, the measure of the intensity of land use is based on the number of dwelling units on a parcel. Multiple dwelling unit residences receive increased benefits as the number of units on a parcel increases. However, the incremental benefit per unit decreases as the number of units increase. In other words, a single family home's Benefit Factor is 1.00, a condominium's benefit factor is 0.75, a four-plex's Benefit Factor is 2.95. A four-plex does not have four times the special benefit of a single family home, but its benefit is larger than that of a single family home. Each additional unit in a residential complex adds benefit, but less benefit than the previous unit added.

4. Commercial and Industrial Benefit

For nonresidential parcels, the intensity of use is based on the parcel's area and its frontage along public streets. Benefits from District improvements are estimated to rise with increasing parcel area and frontage. Once again, however, the incremental benefit per unit of area or frontage decreases with increasing parcel size or frontage.

Two separate land use categories are used for nonresidential parcels; "industrial" and "commercial/institutional". These two nonresidential categories are further divided according to whether a parcel is developed or vacant. The assessment methodology estimates that the benefit to a vacant parcel is fifty (50) percent of the benefit to a developed one. Parking lots are defined as vacant commercial/institutional parcels and are thus assessed at the fifty (50) percent benefit level.

5. Mathematical Benefit Calculation

The total benefit estimate for a given benefit measure can be calculated from formulas determined by the Engineer of Work that closely estimate the special benefit. Those formulas, charts denoting benefit given parcel use and size, and sample calculations are on pages 17 through 28 of this document.

6. Assessment Calculation

After estimating the special benefits received by each parcel, the assessments are calculated. A parcel's assessment is determined by multiplying that parcel's benefit factors times the applied assessment per benefit factor. The applied assessment per benefit factor is $102.17 for residential uses and $77.18 for all others.

Cost estimates for FY 2021-22 operation, maintenance, and administration of the District are listed in Section II Part B, above. The assessment amount for each benefit factor for residential and other is determined as follows:

A. ACTUAL ASSESSMENT PER BENEFIT FACTOR:

ALL USES

Total Cost to Maintain the District	$ 4,981,635
Divided By	
Total Benefit Factors	33,171.18
Equals	
Actual Assessment Per Benefit Factor	**$150.18**
To Cover All District Cost Based on Current Maintenance Cost	

B. APPLIED ASSESSMENT PER BENEFIT FACTOR:

RESIDENTIAL:

Total Amount to Be Assessed	$2,102,834.22
Divided By	
Total Benefit Factors	20,579.69
Equals-Assessment Per Benefit Factor Residential	**$102.18**
(Shortfall from Actual Cost $48 per benefit factor)	

COMMERCIAL, INSTITUTIONAL, INDUSTRIAL, CHURCHES AND NON-PROFIT ("OTHER")

Total Amount to Be Assessed:	$971,814.64
Divided By	
Total Benefit Factors	**12,591.49**
Equals	
Assessment Per Benefit Factors (Other)	**$77.18**
(Shortfall from Actual Cost $73 per benefit factor)	

C. CITY SUBSIDY PER BENEFIT FACTOR

RESIDENTIAL

($150.18 minus $102.18) $48 per benefit factor

COMMERCIAL, INSTITUTIONAL, INDUSTRIAL, CHURCHES AND NON-PROFIT ("OTHER")

($150.18 minus $77.18) $73 per benefit factor

For each land use category, Table 5 summarizes the number of parcels, the subtotal

benefit factors and the applied assessment per benefit factor. The applied assessment for a residential land use, (City category codes 01, 21, 22, 23, 24, 25 and 29), is $102.18 per benefit factor and all other parcels including commercial, institutional, industrial, churches and non-profit will pay $77.18 per benefit factor. This amount is still less than the actual assessment per benefit factor to cover all District costs based on actual maintenance costs (which equals $150.18). Therefore, the City will continue to subsidize residential uses by $48 per benefit factor and non-residential by $73 per benefit factor. This is consistent with the goals of City Council and the community to encourage economic development and create and/or maintain jobs in the City of Pittsburg.

The resulting assessments for each parcel are listed on the assessment roll, on file in the Office of the City Clerk of the City of Pittsburg. This list is available for review.

B: CALCULATION OF MULTI-FAMILY RESIDENTIAL ASSESSMENT

The assessment for each parcel with a multi-family residential building is determined by multiplying the Unit Assessment ($102.18) by the parcel Benefit Factor. The parcel's Benefit Factor is determined by the number of dwelling units on the parcel. The Engineer uses one of two formulas for the Benefit Factor Calculation, B_1 or B_2 (below). B_1 is used to calculate the benefit for twenty-five (25) or fewer residential units and B_2 is used for parcels with more than twenty-five residential units.

Below are 1) The formulas used to calculate the Benefit Factors, and 2) Examples of the calculation.

Using these formulas, tables showing the number of residential units and the corresponding Benefit Factors have been constructed (see Appendix “A”.)

Residential Benefit Factor calculation uses either:

Formula $B_1 = RO \times M + (S_1 \div 2) \times M^2$ or
Formula $B_2 = RO \times MB + (S_1 \div 2) \times MB^2 + RB \times (M-MB) + (S_2 \div 2) \times (M-MB)^2$;

where

M = Number of Dwelling Units
MB = 25
RO = 0.75
RB = 0.60
S_1 = -0.006
S_2 = -0.00038

where,

B_1 = benefit for a parcel with benefit measure falling within the first line segment of incremental benefit curve

B_2 = benefit for a parcel with benefit measure falling within the second line segment of incremental benefit curve

M = benefit measure (eg, number of dwelling units on a parcel)

MB = value of benefit measure at the point where two line segments meet (eg, number of dwelling units on a parcel)

RO = incremental benefit at benefit measure of 0 (ie, the y-intercept for incremental benefit curve) (eg, SFR/dwelling unit)

RB = incremental benefit at point where the two line segments meet (eg, dwelling unit number or parcel area or parcel frontage)

S_1 = slope of first line segment of incremental benefit curve (eg, dwelling unit number or parcel area or parcel frontage)

S_2 = slope of second line segment of incremental benefit curve (eg, dwelling unit number or parcel area or parcel frontage)

Substituting the above numbers for the letters, the formulas may be simplified to read:

$B_1 = RO \times M + (S_1 \div 2) \times M^2$
$B_1 = 0.75M - (0.006 \div 2) \times M^2$
$B_1 = 0.75M - 0.003 \times M^2$

$B_2 = RO \times MB + (S_1 \div 2) \times MB^2 + RB \times (M-MB) + (S_2 \div 2) \times (M-MB)^2$
$B_2 = 0.75 \times 25 - (0.006 \div 2) \times 625 + 0.60 \times (M-25) - (0.00038 \div 2) \times (M-25)^2$
$B_2 = 18.75 - (0.003) \times 625 + 0.60 \times (M-25) - 0.00019 \times (M-25)^2$
$B_2 = 18.75 - 1.875 + (0.60 \times M) - 15 - 0.00019 \times (M-25)^2$
$B_2 = 1.875 + 0.60M - 0.00019 \times (M-25)^2$

Calculation examples are on the next page.

EXAMPLE 1. Find the Benefit Factors for a residential complex with sixteen (16) units.

16 units are less than twenty-five, so Formula B_1 "$RO \times M + (S_1 \div 2) \times M^2$" is used. That formula has been simplified for this example.

$B_1 = 0.75M - 0.003 \times M^2$
$M = 16$
$B_1 = (0.75)(16) - (0.003)(16^2)$
$B_1 = 12 - 0.768$
$B_1 = 11.232$ Benefit Factors

The Assessment Amount = Benefit Factors Times the Unit Assessment
The Assessment Amount = 11.232 x $102.18 = $1147.69 = $1147.70

EXAMPLE 2. Find the Benefit Factors for a residential complex with one hundred twenty units.

120 units are more than 25, so Formula B_2 (RO x MB + (S_1 ÷ 2) x MB^2 + RB x (M-MB) + (S_2 ÷ 2) x $(M-MB)^2$) is used. That formula has been simplified for this example.

B_2 = 1.875 + 0.60M - 0.00019 x $(M-25)^2$
M = 120
B_2 = 1.875 + 0.60 x 120 - 0.00019 x $(120-25)^2$
B_2 = 1.875 + 72 - 0.00019 x 9025
B_2 = 73.875 - 1.71475
B_2 = 72.160 Benefit Factors

The Assessment Amount = Benefit Factors Times the Unit Assessment
The Assessment Amount = 72.160 x $102.18 = $7,373.31 = $7,373.32

APPENDIX A-
Residential Benefit Factors

Number Of Units	Benefit Factors	Number Of Units	Benefit Factors	Number Of Units	Benefit Factors
2	1.488	54	34.115	106	64.228
3	2.223	55	34.704	107	64.797
4	2.952	56	35.292	108	65.366
5	3.675	57	35.880	109	65.934
6	4.392	58	36.468	110	66.502
7	5.103	59	37.055	111	67.070
8	5.808	60	37.642	112	67.637
9	6.507	61	38.229	113	68.204
10	7.200	62	38.815	114	68.770
11	7.887	63	39.401	115	69.336
12	8.568	64	39.986	116	69.902
13	9.243	65	40.571	117	70.467
14	9.912	66	41.156	118	71.032
15	10.575	67	41.740	119	71.596
16	11.232	68	42.324	120	72.160
17	11.883	69	42.907	121	72.724
18	12.528	70	43.490	122	73.287
19	13.167	71	44.073	123	73.850
20	13.800	72	44.655	124	74.413
21	14.427	73	45.237	125	74.975
22	15.048	74	45.819	126	75.537
23	15.663	75	46.400	127	76.098
24	16.272	76	46.981	128	76.659
25	16.875	77	47.561	129	77.220
26	17.475	78	48.141	130	77.780
27	18.074	79	48.721	131	78.340
28	18.673	80	49.300	132	78.900
29	19.272	81	49.879	133	79.459
30	19.870	82	50.458	134	80.018
31	20.468	83	51.036	135	80.576
32	21.066	84	51.614	136	81.134
33	21.663	85	52.191	137	81.692
34	22.260	86	52.768	138	82.249
35	22.856	87	53.345	139	82.806
36	23.452	88	53.921	140	83.362
37	24.048	89	54.497	141	83.918
38	24.643	90	55.072	142	84.474
39	25.238	91	55.647	143	85.029
40	25.832	92	56.222	144	85.584
41	26.426	93	56.796	145	86.139
42	27.020	94	57.370	146	86.693
43	27.613	95	57.944	147	87.247
44	28.206	96	58.517	148	87.800
45	28.799	97	59.090	149	88.354
46	29.391	98	59.662	150	88.906
47	29.983	99	60.235	151	89.459

48	30.574	100	60.806	152	90.010
49	31.166	101	61.378	153	90.562
50	31.756	102	61.948	154	91.113
51	32.347	103	62.519	155	91.664
52	32.936	104	63.089	156	92.214
53	33.526	105	63.659	157	92.764

Number Of Units	Benefit Factors	Number Of Units	Benefit Factors	Number Of Units	Benefit Factors
158	93.314	210	121.372	262	148.403
159	93.863	211	121.902	263	148.913
160	94.412	212	122.431	264	149.422
161	94.961	213	122.960	265	149.931
162	95.509	214	123.488	266	150.440
163	96.057	215	124.016	267	150.948
164	96.604	216	124.544	268	151.456
165	97.151	217	125.071	269	151.963
166	97.698	218	125.598	270	152.470
167	98.244	219	126.124	271	152.977
168	98.790	220	126.650	272	153.483
169	99.335	221	127.176	273	153.989
170	99.880	222	127.701	274	154.495
171	100.425	223	128.226	275	155.000
172	100.969	224	128.751	276	155.505
173	101.513	225	129.275	277	156.009
174	102.057	226	129.799	278	156.513
175	102.600	227	130.322	279	157.017
176	103.143	228	130.845	280	157.520
177	103.685	229	131.368	281	158.023
178	104.227	230	131.890	282	158.526
179	104.769	231	132.412	283	159.028
180	105.310	232	132.934	284	159.530
181	105.851	233	133.455	285	160.031
182	106.392	234	133.976	286	160.532
183	106.932	235	134.496	287	161.033
184	107.472	236	135.016	288	161.533
185	108.011	237	135.536	289	162.033
186	108.550	238	136.055	290	162.532
187	109.089	239	136.574	291	163.031
188	109.627	240	137.092	292	163.530
189	110.165	241	137.610	293	164.028
190	110.702	242	138.128	294	164.526
191	111.239	243	138.645	295	165.024
192	111.776	244	139.162	296	165.521
193	112.312	245	139.679	297	166.018
194	112.848	246	1403195	298	166.514
195	113.384	247	140.711	299	167.011
196	113.919	248	141.226	300	167.506

197	114.454	249	141.742	301	168.002
198	114.988	250	142.256	302	168.496
199	115.523	251	142.771	303	168.991
200	116.056	252	143.284	304	169.485
201	116.590	253	143.798	305	169.979
202	117.122	254	144.311	306	170.472
203	117.655	255	144.824	307	170.965
204	118.187	256	145.336	308	171.458
205	118.719	257	145.848	309	171.950
206	119.250	258	146.360	310	172.442
207	119.781	259	146.871	311	172.934
208	120.312	260	147.382	312	173.425
209	120.842	261	147.893	313	173.916

Number Of Units	Benefit Factors	Number Of Units	Benefit Factors	Number Of Units	Benefit Factors
314	174.406	366	199.382	418	223.330
315	174.896	367	199.852	419	223.780
316	175.386	368	200.322	420	224.230
317	175.875	369	200.791	421	224.680
318	176.364	370	201.260	422	225.129
319	176.852	371	201.729	423	225.578
320	177.340	372	202.197	424	226.027
321	177.828	373	202.665	425	226.475
322	178.315	374	203.133	426	226.923
323	178.802	375	203.600	427	227.370
324	179.289	376	204.067	428	227.817
325	179.775	377	204.533	429	228.264
326	180.261	378	204.999	430	228.710
327	180.746	379	205.465	431	229.156
328	181.231	380	205.930	432	229.602
329	181.716	381	206.395	433	230.047
330	182.200	382	206.860	434	230.492
331	182.684	383	207.324	435	230.936
332	183.168	384	207.788	436	231.380
333	183.651	385	208.251	437	231.824
334	184.134	386	208.714	438	232.267
335	184.616	387	209.177	439	232.710
336	185.098	388	209.639	440	233.152
337	185.580	389	210.101	441	233.594
338	186.061	390	210.562	442	234.036
339	186.542	391	211.023	443	234.477
340	187.022	392	211.484	444	234.918
341	187.502	393	211.944	445	235.359
342	187.982	394	2123404	446	235.799
343	188.461	395	212.864	447	236.239
344	188.940	396	213.323	448	236.789
345	189.419	397	213.782	449	237.118

346	189.897	398	214.240	450	237.556
347	190.375	399	214.699	451	237.995
348	190.852	400	215.156	452	238.432
349	191.330	401	215.614	453	238.870
350	191.806	402	216.070	454	239.307
351	192.283	403	216.527	455	239.744
352	192.758	404	216.983	456	240.180
353	193.234	405	217.439	457	240.616
354	193.709	406	217.894	458	241.052
355	194.184	407	218.349	459	241.487
356	194.658	408	218.804	460	241.922
357	195.132	409	219.258	461	242.357
358	195.606	410	219.712	462	242.791
359	196.079	411	220.166	463	243.225
360	196.552	412	220.619	464	243.658
361	197.025	413	221.072	465	244.091
362	197.497	414	221.524	466	244.524
363	197.969	415	221.976	467	2443956
364	198.440	416	222.428	468	245.388
365	198.911	417	222.879	469	245.819

Number Of Units	Benefit Factors	Number Of Units	Benefit Factors	Number Of Units	Benefit Factors
470	246.250	522	268.143		
471	246.681	523	268.554		
472	247.111	524	268.956		
473	247.541	525	269.375		
474	247.971	526	269.785		
475	248.400	527	270.194		
476	248.829	528	270.603		
477	249.257	529	271.012		
478	249.685	530	271.420		
479	250.113	531	271.828		
480	250.520	532	272.113		
481	250.967	533	272.520		
482	251.394	534	272.926		
483	251.820	535	273.332		
484	252.246	536	273.738		
485	252.671	537	274.143		
486	253.096	538	274.548		
487	253.521	539	274.952		
488	253.945	540	275.356		
489	254.369	541	275.760		
490	254.792	542	276.163		
491	255.215	543	276.556		
492	255.638	544	276.968		
493	256.060	545	277.370		
494	256.482	546	277.772		

495	256.904	547	278.173		
496	257.325	548	278.574		
497	257.746	549	278.975		
498	258.166				
499	258.587				
500	259.006				
501	259.426				
502	259.844				
503	260.263				
504	260.681				
505	261.099				
506	261.516				
507	261.933				
508	262.350				
509	262.766				
510	263.182				
511	263.598				
512	264.013				
513	264.428				
514	264.842				
515	265.256				
516	265.670				
517	266.083				
518	266.496				
519	266.908				
520	267.320				
521	267.732				

C: CALCULATION OF COMMERCIAL ASSESSMENTS

The assessment for each parcel with a commercial use building is determined by multiplying the Unit Assessment ($77.18) by that parcel's Benefit Factors. The parcel's Benefit Factors are determined by its area and street frontage. The formula for calculating a parcel's Benefit Factors is a detailed formula which places frontage and area on a curve corresponding to a special benefit factor rating. Separate formulas are used for calculating the number of benefit factors earned by the parcel's frontage and by its area.

Below are the formulas used to calculate the Benefit Factors for frontage and for area, and an example of the calculation.

In the following formulas and example, please note:

F = Actual Parcel Frontage X .75
A = Parcel Area (In Acres)
B = Benefit Factor

FB_1 Frontage Benefit Formula 1 (when frontage is <= 230')

$FB_1 = 0.062 \times F - (0.0002391304 \div 2) \times F^2$

FB_2 Frontage Benefit Formula 2 (when frontage is > 230')

$FB_2 = 7.935 + 0.007 \times (F-230) - (0.0000022472 \div 2) \times (F-230)^2$

AB_1 Area Benefit Formula 1 (when parcel area is <= 1.25 acres)

$AB_1 = 28.0 \times A - (21.6 \div 2) \times A^2$

AB_2 Area Benefit Formula 2 (when parcel area is > 1.25 acres)

$AB_2 = 18.125 + 1.0 \times (A - 1.25) - (0.012903226 \div 2) \times (A-1.25)^2$

EXAMPLE Find the assessment for an inside lot; 75' x 100'

Step 1. Define the parameters:

F = 75' (Actual Parcel Frontage) X .75 (Multiplier)
A = 75' x 100' = 7500 square feet ÷ 43,560 = 0.172 acre
(1 Acre = 43,560 square feet)

Step 2. Calculate frontage benefit factors using Formula FB_1: (frontage is < 230')

$FB_1 = 0.062 \times F - (0.0002391304 \div 2) \times F^2$

F = 56.25'
FB_1 = 0.062 x 56.25 - 0.0001195652 x 56.25^2
FB_1 = 3.49 - 0.0001195652 x 3164
FB_1 = 3.49 - 0.369
FB_1 = 3.121 Benefit Factors

Step 3. Calculate area benefit factors using Formula AB_1 (area is < 1.25 acres)

AB_1 = 28.0 x A - (21.6 ÷ 2) x A^2
A = 0.172 acre
AB_1 = 28.0 x 0.172 - 10.8 x 0.172^2
AB_1 = 4.816 - 10.8 x 0.030
AB_1 = 4.816 - 0.324
AB_1 = 4.492 Benefit Factors

Step 4. Find the total Benefit Factors earned by the parcel.

Benefit Factors = FB_1 + AB_1
Benefit Factors = 3.121 + 4.492 = 7.613 Benefit Factors

Step 5. Determine the Landscaping and Lighting Assessment.

Assessment = Unit Assessment Times Benefit Factors
Assessment = $77.18 x 7.613 = $587.58

The above example assumes the parcel is developed. If the parcel is not developed, the Assessment is 50% of the above figure.

EXCEPTIONS

Individually-owned parcels and common area parcels of commercial and industrial condominiums are assigned a proration of the area and frontage, if applicable, to accommodate for the common area parcel.

D. CALCULATION OF INDUSTRIAL ASSESSMENTS

The assessment for each parcel with an industrial use building is determined by multiplying the Unit Assessment ($77.18) by that parcels Benefit Factors. The parcel's Benefit Factors are determined by its area and street frontage. The formula for calculating a parcel's Benefit Factors is a detailed formula which places frontage and area on a curve corresponding to a predetermined benefit factor rating. Separate formulas are used for calculating the number of benefit factors earned by the parcel's frontage and by its area.

Below are the formulas used to calculate the Benefit Factors for frontage and for area and an example of the calculation.

In the following formulas and example, please note:

F = Actual Parcel Frontage X .75
A = Parcel Area (In Acres)
BF = Benefit Factor

FB_1 Frontage Benefit Formula 1 (when frontage is <= 1,000')

$FB_1 = 0.026 \times F - (0.000017 \div 2) \times F^2$

FB_2 Frontage Benefit Formula 2 (when frontage is > 1,000')

$FB_2 = 17.5 + 0.009 \times (F-1000) - (0.0000032 \div 2) \times (F-1000)^2$

AB_1 Area Benefit Formula 1 (when parcel area is <= 5.32 acres)

$AB_1 = 14.75 \times A - (2.678572 \div 2) \times A^2$

AB_2 Area Benefit Formula 2 (when parcel area is > 5.32 acres)

$AB_2 = 40.565 + 0.5 \times (A - 5.32) - (0.007032 \div 2) \times (A-5.32)^2$

EXAMPLE Find the assessment for an inside lot; 250' x 400'

Step 1. Define the parameters:

F = 250' (Actual Parcel Frontage) X .75 (Multiplier)
A = 250' x 400' = 100,000 square feet ÷ 43,560 = 2.30 acres
(1 Acre = 43,560 square feet)

Step 2. Calculate frontage benefit factors using Formula FB_1: (frontage is < 1,000')

$FB_1 = 0.026 \times F - (0.000017 \div 2) \times F^2$
F = 187.5'
$FB_1 = 0.026 \times 187.5 - 0.0000085 \times 187.5^2$
$FB_1 = 0.026 \times 187.5 - 0.0000085 \times 35,156$
$FB_1 = 4.875 - 0.299$
$FB_1 = 4.576$ Benefit Factors

Step 3. Calculate area benefit factors using Formula AB_1 (area is < 5.32 acres)

$AB_1 = 14.75 \times A - (2.678572 \div 2) \times A^2$
A = 2.30 acres
$AB_1 = 14.75 \times 2.30 - 1.339286 \times 2.30^2$
$AB_1 = 14.75 \times 2.30 - 1.339286 \times 5.29$

AB_1 = 33.925 - 7.085
AB_1 = 26.8402 Benefit Factors

Step 4. Find the total Benefit Factors earned by the parcel.

Benefit Factors = $FB_1 + AB_1$
Benefit Factors = 4.576 + 26.8402 = 31.4162 Benefit Factors

Step 5. Determine the Landscaping and Lighting Assessment.

Assessment = Unit Assessment Time Benefit Factors
Assessment = $77.18 x 31.4162 = $2,424.70

The above example assumes the parcel is developed. If the parcel is not developed, the Assessment is 50% of the above figure.

EXCEPTIONS

Each industrial parcel that has an area greater than seventy-six (76) acres are assigned, for purposes of assessment, an acreage of 76 acres, this being the point before the parcel area formula curve goes downward. Without such an assignment, the assessment for these parcels would have been less than for parcels of a smaller size.

PART E: ASSESSMENT DIAGRAM DESCRIPTION

The boundary of District 1988-01 coincides with the City of Pittsburg boundary, except that the Oak Hills District 1988-02 is not included in District 1988-01. Also depicted on the diagram are the book limits for the Contra Costa County Assessor's Parcel Map Books.

The Contra Costa County Assessor's Parcel Maps are hereby incorporated by reference into this report. The County Assessor's Maps shall govern for all details concerning the lines and dimensions of lots or parcels. The County Assessor's Parcel Number is hereby adopted as the distinctive number identifying each parcel for purposes of this assessment.

PART F: PROPERTY OWNER LIST AND ASSESSMENT ROLL

The assessment roll is a computerized list of each parcel within the District. The list includes the assessment number (Assessor's Parcel Number), owner of record, situs address, category code and the assessment for each parcel. This roll may be examined in the Office of the City Clerk of the City of Pittsburg.

ASSESSMENT DIAGRAM FOR THE

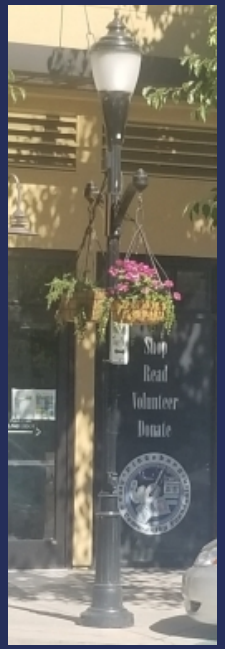
CITY OF PITTSBURG
LANDSCAPING & LIGHTING
ASSESSMENT DISTRICT 1988-01

IS ON FILE IN THE
OFFICE OF THE CITY CLERK

City of Pittsburg

Citywide Landscaping & Lighting District 88-01

Citywide Landscaping & Lighting



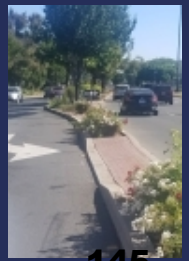
- 34rd year of District operations
- Funds collected are necessary for the City to maintain the public's desired level of landscaping and lighting throughout the City.
- Each year, prior to directing the improvements and levying the assessments, the City Council holds a public hearing.

FY 21/22 Fiscal Impact of District 88-01

Assessments	$ 3,074,648.86
Measure J	$ 105,000.00
General Benefit	$ 38,814.34
Fund Balance	$ 274,620.00
General Fund	$ 1,488,551.80
Total Cost to Maintain District 88-01	$ 4,981,635.00

Staff Recommendation:

Adopt the resolution confirming the diagram and assessments and levying the annual assessment for the Citywide Landscaping and Lighting District 88-01, for Fiscal Year 2021-22.



City of Pittsburg

Oak Hills Landscaping & Lighting District 88-02

Oak Hills Landscaping & Lighting

- 34rd year of District operations
- Funds collected are necessary for the City to maintain the public's desired level of lighting and landscaping in the Oak Hills area.
- Each year, prior to ordering the improvements and levying the assessments, the City Council holds a public hearing.

FY 21/22 Fiscal Impact of District 88-02

Assessments	$	33,959.20
Interest	$	400.00
General Benefit	$	663.00
Fund Balance	$	10,544.80

Total Cost to Maintain District 88-02	$	45,567.00

Staff Recommendation:

Adopt the resolution confirming the diagram and assessments and levying the annual assessment for the Oak Hills Landscaping and Lighting District 88-02, for Fiscal Year 21-22.

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 Confirm the Engineer's Report, Diagram and Assessment and Levy the Annual Assessment for Landscaping & Lighting Assessment District 1988-02, Oak Hills (Fiscal Year 2021-22)

MEETING DATE: July 19, 2021

EXECUTIVE SUMMARY

Landscaping and Lighting Assessment District 1988-02, Oak Hills ("1988-02 District") has been in existence since 1988 and the funds collected are necessary for the City to maintain the public's desired level of lighting and landscaping in the Oak Hills area. Each year, prior to ordering the improvements and levying the assessments, the City Council holds a public hearing.

FISCAL IMPACT

Landscaping and Lighting District 88-02 collects $33,959.29 annually in revenue and interest for the Oak Hills area. The Public Works Department estimates that it will expend $45,567 during Fiscal Year 2021-22 in managing the district. The City contribution to the District for general benefits incurred by the operation of higher wattage street lighting on the arterial roadway is estimated to be $663 or 6.6% of the street light operation and maintenance cost for Fiscal Year 2021-22. The additional $10,544.80 will be used from the reserves to cover the gap between revenue and expenses.

Without the District, the General Fund would be responsible for the entire cost of maintaining the improvements located within the Oak Hills area.

RECOMMENDATION

City Council adopt a resolution confirming the diagram and assessments and levy the annual assessment for the 88-02 District for Fiscal Year 2021-22.

BACKGROUND

On June 6, 1988, the City Council confirmed the Engineer's Report, ordered improvements and levied the first annual assessment for the 88-02 District, Oak Hills. Since then the funds collected annually by this district go to support the City's landscaping and lighting operations in the Oak Hills area.

On May 3, 2021, the City Council adopted Resolution 21-13934, directing the Engineer of Work, Richard D. Abono, to file an annual report for Fiscal Year 2021-22 in accordance with the Landscaping and Lighting Act of 1972. That report has been prepared and is on file in the Office of the City Clerk.

On June 19, 2021, by adoption of Resolution 21-13951 the City Council approved the Engineer's Report and declared its intent to order improvements in Landscaping and the 1988-02 District for Fiscal Year 2021-22. That resolution also set this evening's meeting as the public hearing on this matter.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Fiscal Year 2021-22 is the thirty fourth year of the District's operations. The funds collected are necessary for the City to maintain its current level of lighting and landscaping in the Oak Hills area.

There have been no changes made in either the formula or benefit factor value as approved last year.

ATTACHMENTS: Resolution
Engineer's Report 88-02

Report Prepared By: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution to Confirm the Engineer's Report, Diagram and Assessments and Levy the Annual Assessments for Landscaping and Lighting Assessment District 1988-02, Oak Hills for Fiscal Year 2021-22	)	RESOLUTION NO. 21-

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, California Streets and Highways Code § 22500 et seq., also known as the Landscaping and Lighting Act of 1972 ("1972 Act"), authorizes the creation of assessment districts to perform certain functions, including the installation, construction, and maintenance of landscaping, lighting, and park and recreational facilities; and

WHEREAS, in accordance with the 1972 Act, the City created the Oak Hills Landscaping and Lighting District 1988-02 ("1988-02 District") for the purpose of performing certain functions, including the improvement and maintenance of the landscaping and lighting of facilities, medians, rights of way and streets; and

WHEREAS, Pursuant to Chapter 3 of the 1972 Act, the City Council directed the Engineer of Work for the 1988-02 District to prepare and file an annual report for Fiscal Year 2021-22; and

WHEREAS, the Engineer of Work filed his annual report on June 1, 2020, and the City Council adopted Resolution 21-13951 approving the Engineer's Report and declaring its intent to levy and collect assessments 1988-02 District for Fiscal Year 2021-22; and

WHEREAS, the City Council also set a public hearing to be held on July 19, 2021, in the meeting place of the City Council, City Hall, 65 Civic Avenue, Pittsburg. If Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, is still in effect, the public hearing will be held and accessible through Zoom Teleconference via Streaming Media on the City's website homepage: www.ci.pittsburg.ca.us. A notice of the hearing was given in the time and manner required by law; and

WHEREAS, at the public hearing, the City Council afforded to every interested person an opportunity to protest the annual report either in writing or orally.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg finds and determines as follows:

Section 1. The City Council orders the improvements, generally described as landscaping and lighting installation, maintenance, and repair, in detail in the Engineer's Report, and orders the levy and collection of the assessment for the Fiscal Year 2021-22.

Section 2. The City Council hereby confirms the diagram and Assessment for the 1988-02 District on file with the City Clerk.

Section 3. Staff is hereby directed to collect the assessment described in the Report for Fiscal Year 2021-22 from each record owner of a parcel of property within the 1988-02 District.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th of July 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

City of Pittsburg
Contra Costa County, California

ENGINEER'S REPORT FOR THE

CITY OF PITTSBURG LANDSCAPING & LIGHTING ASSESSMENT DISTRICT 1988-02 AND THE LEVY OF THE ANNUAL ASSESSMENT FOR THE 2021-22 FISCAL YEAR

Prepared By:

Richard D. Abono
City Engineer
City of Pittsburg
June 1, 2021

Table of Contents

I. Introduction 2

I I. Description of Improvements 3

I I I. Estimate of Costs

A. Projected Revenue & Expense, 2020-21 FY 4
B. Estimate of Costs & Revenue 2021-22 FY 5

I V. Assessment Method 6

V. General Benefit

V I. Assessment Roll Description 8

V I I. Assessment Diagram Description 8

CITY OF PITTSBURG

OAK HILLS LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT 1988-02

FISCAL YEAR 2021-22

The undersigned respectfully submits the enclosed Engineer's Report as directed by the City of Pittsburg.

Dated:_____ By_____
Richard D. Abono, PE
RCE No. C65440

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached, was filed with me on the _____day of _____,

Alice E. Evenson, City Clerk
City of Pittsburg
Contra Costa County, California

By_____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Pittsburg, Contra Costa County, on the _____ day of _____ 2021.

Alice E. Evenson, City Clerk
City of Pittsburg
Contra Costa County, California

By_____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached was filed with the County Auditor of the County of Contra Costa, on the _____ day of _____ 2021.

By_____

Richard D. Abono, City Engineer

INTRODUCTION

This Engineer's Report for the Pittsburg Landscaping and Lighting Assessment District 1988-02 is being submitted pursuant to Resolution 21-13779 of the Pittsburg City Council, under the provisions of Part 2, Division 15 of the California Streets and Highways Code, Sections 22500 through 22679 (The Landscaping and Lighting Act of 1972).

The boundaries of the Assessment District are depicted on the Assessment Diagram on file in the office of the City Engineer. Landscaping and Lighting District 1988-02 (Oak Hills) is separate and distinct from Landscaping and Lighting District 1988-01 (Citywide).

This report is for Fiscal Year (FY) 2021-22, the thirty-fourth fiscal year of the District's operation. For each parcel of land in the District, this report recommends assessments sufficient to fund the projected Fiscal Year 2021-22 budget for operation, maintenance, servicing, replacement and installation of District improvements. These recommended assessments are proportional to the Engineer's estimates of relative benefits received by each parcel from District improvements.

This report is based upon the report that the City Council commissioned, for the formation of the District, FY 1988-89 and subsequent reports prepared for Fiscal Years 1989-90 through 2021-22 inclusive. The method of assessment and diagram (incorporated herein by this reference) are based upon the 2021-22 Engineer’s Report for Landscaping and Lighting District 1988-02 and the 2021-22 FY projected budget.

II. DESCRIPTION OF IMPROVEMENTS

Pittsburg's "Landscaping and Lighting Assessment District 1988-02" provides for the levy and collection of assessments to pay for the following types of improvements:

1. Street Lights

   Maintenance of eighty three (83) street lights. A list of street light locations is on file with the City Clerk.

2. Street Trees

s

   Maintenance all street trees within the District.

3. Concrete

   Replacement of sidewalks damaged by street trees.

4. Landscaping

   Maintenance of facilities, rights-of-way and medians.

5. Future Capital Improvements

   a. Removal and replacement of damaged or unhealthy trees and plants located on eroded slope areas;
   b. Stabilization and soil replacement of eroded slopes;
   c. Installation of a neighborhood entry feature.

Landscape Improvement Locations

Oak Hills Drive Right-of-Way
West Leland Road to Southwood Drive

West Leland Road Right-of-Way
Oak Hills Drive to Westerly Terminus

Oak Hills Pump Station
1703 Bridgeview Street (Corner of Southwood Drive)

III. ESTIMATE OF COST

A. PROJECTED REVENUE & EXPENSE, FY 2020-21

Fund Balance, June 30, 2020		$59,338
Projected Revenue, 2020-21		
Assessments Posted to Roll	$ 33,959	
Interest Income	$ 100	
Other	$ 300	
General Benefit	$ 663	
Subtotal Projected Revenue, 2020-21		$ 35,022
Less Projected Expense, 2020-21		$ (36,605)
Projected Balance, June 30, 2021		$ 57,755

B. ESTIMATE OF COST, 2021-22 FY

The following cost estimates for operation, maintenance and administration of the District for FY 2021-22 are provided by the City of Pittsburg:

STREET LIGHT		
Operation and Maintenance		$ 11,100
LANDSCAPING		
Maintenance and Repair		$ 29,740
ADMINISTRATION		$.....
Collection Costs	$ 4,727	
TOTAL COST		$ 45,567
LESS CONTRIBUTION FROM RESERVE FUND		$ (10,544.80)
LESS GENERAL BENEFIT		$ (663)
LESS INTEREST INCOME FY 2021-22		$ (400)
NET COST AND TOTAL AMOUNT TO BE ASSESSED		$ 33,959.20

IV. ASSESSMENT METHOD

Estimated costs and expenses for FY 2021-22 are apportioned to each parcel on the basis of relative benefits estimated to be received by the parcel from District improvements. This apportionment constitutes the recommended assessment amount for each parcel, listed in the assessment roll.

Benefits from the District are enjoyed by all assessable parcels in the District. The degree of benefit is estimated from the type and intensity of land use for each parcel, which determined the number of pedestrians generated the extent of street light illumination and increased security, and the enhanced aesthetics and enjoyment from maintenance of landscaped areas and street trees. It is reasoned that, for a given intensity of use, similar land uses will derive similar benefits.

The City may only assess property owners for that portion of the costs which provide a special and direct benefit to the properties located within the boundaries of the District. General benefits are not assessable, and the City must fund that portion of the improvements which provides a general benefit to the public at large with some other funding source, such as the general fund.

V. GENERAL BENEFIT

The 1972 Act does not specify a formula or method to use when determining the amount of general versus special benefit. The Engineer of Work is responsible for conducting the general versus special benefit analysis and then making a recommendation to the City Council, which makes the final determination. The general benefit analysis is summarized below.

The City recognizes that a portion of the City's street lights on West Leland Road (9 street lights), an arterial street that is included in the District, provides a general benefit to the public at large. Therefore, the City contribution to the District for general benefits incurred by the operation of higher wattage street lighting on this arterial roadway is estimated to be $663 or 6.6% of the electrical cost for FY 2021-22. This estimate was derived by determining a per wattage rate for all street lighting in the district and multiplying that by the additional wattage required to operate these 9 street lights located along the arterial roadway.

Of the 443 parcels in the District 440 are used as residences, two are open space (non-assessable) and one City owned pump station. Benefits to family residences and the City Pump Station are estimated to be uniform throughout the District. Therefore, each residential parcel and the City's pump station are assessed an equal amount, simply calculated by dividing the District's net cost of the improvements by the number of assessable parcels (440).

The assessment amount for each assessable parcel is determined as follows:

Net Amount to Be Assessed	$ 33,959.20
Assessment Per Parcel ($33,959.20/440)	$ 77.18

VI. ASSESSMENT ROLL DESCRIPTION

The assessment roll is a computerized list of each parcel within the District. The list includes the assessment number (Assessor's Parcel Number), owner of record, situs address and the assessment amount for each parcel. The list is on file in the Office of the City Engineer.

VII. ASSESSMENT DIAGRAM DESCRIPTION

The Assessment Diagram is on file in the Office of the City Engineer and shows the boundary for Landscaping and Lighting Assessment District 1988-02 (Oak Hills).

The Contra Costa County Assessor's Parcel Maps are hereby incorporated by reference into this report. The County Assessor's Maps shall govern for all details concerning the lines and dimensions of lots or parcels. The County Assessor's Parcel Number is hereby adopted as the distinctive number identifying each parcel for purposes of this assessment.

ASSESSMENT ROLL FOR THE

CITY OF PITTSBURG
LANDSCAPING & LIGHTING
ASSESSMENT DISTRICT 1988-02

FISCAL YEAR 2021-22

IS ON FILE IN THE
OFFICE OF THE CITY ENGINEER

ASSESSMENT DIAGRAM FOR THE

CITY OF PITTSBURG
LANDSCAPING & LIGHTING
ASSESSMENT DISTRICT 1988-02

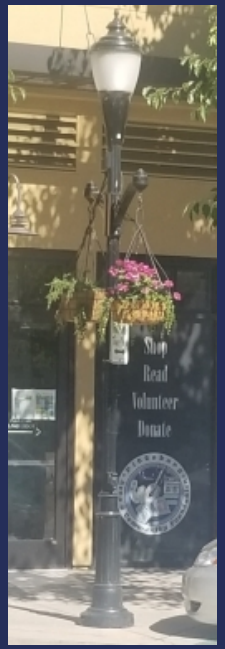
FISCAL YEAR 2021-22

IS ON FILE IN THE
OFFICE OF THE CITY ENGINEER

City of Pittsburg

Citywide Landscaping & Lighting District 88-01

Citywide Landscaping & Lighting



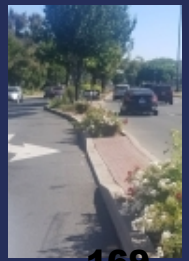
- 34rd year of District operations
- Funds collected are necessary for the City to maintain the public's desired level of landscaping and lighting throughout the City.
- Each year, prior to directing the improvements and levying the assessments, the City Council holds a public hearing.

FY 21/22 Fiscal Impact of District 88-01

Assessments	$ 3,074,648.86
Measure J	$ 105,000.00
General Benefit	$ 38,814.34
Fund Balance	$ 274,620.00
General Fund	$ 1,488,551.80
Total Cost to Maintain District 88-01	$ 4,981,635.00

Staff Recommendation:

Adopt the resolution confirming the diagram and assessments and levying the annual assessment for the Citywide Landscaping and Lighting District 88-01, for Fiscal Year 2021-22.



City of Pittsburg

Oak Hills Landscaping & Lighting District 88-02

Oak Hills Landscaping & Lighting

- 34rd year of District operations
- Funds collected are necessary for the City to maintain the public's desired level of lighting and landscaping in the Oak Hills area.
- Each year, prior to ordering the improvements and levying the assessments, the City Council holds a public hearing.

FY 21/22 Fiscal Impact of District 88-02

Assessments	$	33,959.20
Interest	$	400.00
General Benefit	$	663.00
Fund Balance	$	10,544.80

Total Cost to Maintain District 88-02	$	45,567.00

Staff Recommendation:

Adopt the resolution confirming the diagram and assessments and levying the annual assessment for the Oak Hills Landscaping and Lighting District 88-02, for Fiscal Year 21-22.

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: By Minute Order, Select a Commission Appointment to a Vacancy on the Contra Costa County Advisory Council on Aging

MEETING DATE: July 19, 2021

EXECUTIVE SUMMARY

One (1) opening exists on the Contra Costa County Advisory Council on Aging. The appointment will serve a two-year term as the City of Pittsburg's representative on the Contra Costa County Advisory Council on Aging. The City has advertised for the opening and received one (1) application. The applicant was invited to interview via Zoom with the City Council on June 7, 2021. One (1) applicant was interviewed at that time.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Staff recommends appointment of an eligible candidate to the Commission opening.

BACKGROUND

In accordance with the Older Americans Act, the Contra Costa County Advisory Council on Aging (ACOA) is appointed by the Board of Supervisors to advise them on all matters associated with the planning, development and administration of programs relating to older adults. The ACOA is staffed by representatives of the Contra Costa County Area Agency on Aging (AAA). The ACOA acts as an advisory body to the Board of Supervisors in the development and implementation of the County's Area Plan by the Department of Aging and Adult Services.

The Contra Costa County Advisory Council on Aging provides leadership and advocacy on behalf of older residents of Contra Costa County and serves as a channel of communication and information on aging issues. The Council is comprised of 40 members: representatives of the target population and the general public, including older low-income and military persons; at least one-half of the membership must be made up of actual consumers of

services under the Area Plan. The Council includes representatives recommended from each Local Committee on Aging (19), one representative each from the Nutrition Project Council (1) and the Retired Senior Volunteer Program (1). The remainder are members at-large (19).

The seat representing the City of Pittsburg is currently vacant. Upon ratification by the Contra Costa County Board of Supervisors, the appointee will serve a two-year term.

Staff has advertised for the vacancy and received one (1) application.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

On June 7, 2021 the City Council reviewed one (1) application for appointment to the Contra Costa County Advisory Council on Aging. On that date candidate interviews were held. One (1) candidate was in attendance and was interviewed. There is one (1) vacancy. The candidate is:

Kathryn (Kacey) Caterelliott

ATTACHMENTS: ACOA Commission Application

Report Prepared By: Amanda McVey, Assistant City Clerk

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: COMMISSION ON AGING

Name: KATHRYN (KACEY) CARTERELLIOTT

Address: _____

Email: _____

Telephone: Residential: _____ Business: _____

Professional or Technical Experience:
My experience as the Program Director for the Senior Dance group 'The Black Diamond Follies', outreach feeding the hungry and unhoused every Saturday (which includes seniors), Winter Shelter Aid at Trinity Center providing services for a population of homeless seniors, Program Associate for the Lions Center for the Blind and volunteering with Bay Point All In One provides a continuous relationship with the senior community.

Why are you interested in serving on this commission:
This is an opportunity to have more seniors voices heard, continue senior community outreach, partner with other organizations to provide much needed services. Being a senior myself, I have lived experience and face challenges acquiring senior services, I want to assist my community in navigating the challenges they may face. I enjoy building relationships, having fun and laughter these are so vital as we age. Seniors need connection, they have so much to offer.

Other Community Activities or Organizations in which you participate:
Mobility LABs Manager a project dedicated to assisting people out of poverty, which include seniors on the Mobility LABs Community Leadership team.

RETURN TO:
City Clerk's Office
City of Pittsburg

ARE YOU AVAILABLE FOR:
Evening Meetings Yes X No ___
Daytime Meetings Yes X No ___

_____

Kathryn (Kacey) Carterelliott
PLEASE PRINT NAME

05/06/2021
DATE

Resume`
Kacey Carterelliott

OBJECTIVE: A position utilizing my leadership abilities, technical experience, strong interpersonal, written, and verbal communications skills.

SUMMARY OF QUALIFICATIONS

Non-profit Administrator, Liaison and Outreach for various organizations in East Contra Costa County. Create, track and report organization's financials and grants. Design and schedule community events.

Telecom Consultant for various telecommunication companies throughout the United States. Project management, CPDO, RF engineering, construction, cell site acquisitions, microwave, LTE 4G, CTBH [Cell Tower Backhaul], EBH [Ethernet Backhaul] conversions, network engineering, network cost reduction, service management, business analysis, supervisory, billing and testing experience. My work includes database (Xng/Granite/Xpercom/Xperweb, Cramer) and switch (Motorola, Nortel, Lucent) new install and change outs (MGW/MSC/BSC); knowledge of EBH/I-PIPE/E-PIPE, STP, ATM, Frame Relay, UVN, SONET, OC192, 0C48 networks; network consolidations, switched network trunks, microwave, collocation, resale, contracts, writing product methods and procedures for wireless, local and long distance services. FCC and CPUC tariff and billing subject matter expert, including billing system conversions, auditing and consolidation.

Computer skills: Microsoft Word, Excel, Access, Outlook, PowerPoint, Publisher, VISIO, CABS, Business Objects, SQL reports, TIRKS, CLSEA, IRIS, EPRO, LOGIC, CFAS, CRElink, Salesforce.

NON-PROFIT EXPERIENCE

RCF Connects Mobility LABs Manager	Oct 2019 – Present
Zion Disciples Outreach (Volunteer) Hungry and Unhoused Outreach Coordinator	May 2018 – Present
Bay Point Community ALL IN ONE Event Volunteer	Mar 2015 – Present
Lions Center for the Visually Impaired (Part Time) Program Associate	Jan 2020 – Sep 2020
Trinity Center Shelter Aide for Seasonal Winter Shelter (Dec – Mar)	Dec 2019 – Mar 2020
Black Diamond Follies – Pittsburg Arts & Community Foundation Program Director, Grant Writer	Oct 2006 – Jun 2018

TELECOM EXPERIENCE

DATAFIELD Charter/Time Warner – Transport Engineer	Dec 2017 – Mar 2019
APEX Systems Verizon Wireless – Transport Engineer	Dec 2016 – Dec 2017
ASK Staffing	Jul 2014 – Nov 2016

AT&T – Project Manager

DATAFIELD — Mar 2013 – Dec 2013
Tellabs – Project Manager

APEX Systems/DATAFIELD — Nov 2010 – Dec 2012
Verizon Wireless – Transport Engineer

Synectics Inc — Feb 2009 – Oct 2010
AT&T – Project Manager Custom Access Services

Ponder Research — Aug 2007 – Jan 2009
T-Mobile - Project SME Database Migration, Remediation and Site Audit

NON-PROFIT EMPLOYMENT CHRONOLOGY

10/19 – Present
RCF Connects – Mobility LABs Manager **Richmond, CA**

- Partnered with United Way Bay Area and Contra Costa County as a Census Enumerator distributed Census information, explained why the Census is important and assisted respondents in filling out the Census form.
- Assisted in the distribution of Tipping Point's $200,000 grant used for direct financial support of residents in Contra Costa affected by COVID-19
- Build relationships with residents in the focus area through, personal visits, phone calls, meetings, etc.
- Coordinate and facilitate Community Engagement Committee meetings.
- Help plan key community engagement activities including setting up and handling logistics for interviews and focus groups.
- Participate in Mobility LABs Coalition meetings and Design Team meetings as needed.
- Orient new participants into the Mobility LABs Coalition, including both community members and organizational partners.
- Recruit for and co-facilitate Resident Advisory Board.
- Attend the Data Committee meetings and participate in researching the geographic focus area chosen by the coalition.
- Support with other logistics including meeting arrangements, taking notes at meetings, sending calendar invites, or communications for the Mobility LABs Coalition
- Data entry as needed for community engagement.
- Mobility LABs of Contra Costa is developing a comprehensive plan to sustainably lift families out of poverty, and as a national demonstration project, expand learning about effective short-term predictors of mobility and metrics for success. Funded by Robin Hood Foundation New York and Tipping Point Foundation Bay Area
- **Design Team:** Facilitated by RCF Connects, along with Ensuring Opportunity (EO), SparkPoint Contra Costa (SPCC) and other community members and organizations, the Design Team works to prepare productive coalition meetings and create spaces to hold the overall planning process. Design Team members support the engagement of organizations and residents in the planning process and at the coalition meetings, and be responsible for the successful development of the implementation plan, including metrics, and will assist in the collection of relevant data
- **Mobility LABs Coalition Member:** Responsible for attending monthly Coalition meetings. Decisions related to the planning process and implementation plan will be made at Coalition meetings. Each Coalition member is responsible for discussing, deciding, and acting on key tasks to achieve planning phase goals and outcomes. Coalition members agree to support resident participation in the planning process as an opportunity for leadership development. Members share planning information with their constituents through e-blasts, social media, outreach to their members, existing meetings, and other forms of communication

5/18 – Present
Zion Disciples Outreach – Hungry and Unhoused Outreach Coordinator Bay Point, CA

- Plan menu, shop and prepare food for Saturday feeding event
- Solicit donations of clothing, blankets, and other items for people in need
- Set up and serve food, distribute clothing, blankets, or any other donated items
- Provide resource information and encouragement to those in need

3/15 – Present
Bay Point ALL IN ONE – Event Volunteer **Bay Point, CA**

- Attend meetings to design and schedule community events (Unity In The Community, holiday dinner, food and clothing distribution, bicycle give away, parades.....)
- Work at events in various capacities (hostess, set-up, cleaning, distribution, information liaison...)

1/20 – 9/20
Lions Center for the Visually Impaired – Program Associate **Pittsburg, CA**

- Collect and record client/program data. Create and manage data collections for monthly, quarterly, annual reports of LCVI contracts
- Research and identify related grant and program opportunities for senior management
- Support HR functions as point of contact and manager of LCVIs ADP system
- Maintain effective relationships with constituents, providers, community, funded contracts
- Create and maintain database tracking due dates for grantee reports, grant submittal
- Represent LCVI at grantee meetings, special events, Lions Club and other meetings related to managed programs and grants
- Manage all documentation and internal communication for programs and grants, as allocated
- Maintain and update an electronic and/or paper database of managed grants and programs with the assistance of administrative staff and required software
- Serve as the liaison for LCVI in resolving issues and leading problem-solving efforts relevant to managed grants and programs
- Develop and execute annual performance objectives related to grants and programs, in consultation with senior management. Also assist with ensuring that LCVIs Strategic Plan related to fund development and service goals and objectives are met
- Extensive understanding of multiple streams of fund development for nonprofit organizations, and grant management
- Interpersonal skills, and demonstrated ability to work well individually, and as a team, effective management of multiple assignments and delivering on multiple tasks with professionalism, dependability, and flexibility
- Good communication skills; experience with internal and external audiences at all levels
- Additional duties as assigned

12/19 – 3/20
Trinity Center – Shelter Aide for Seasonal Winter Shelter (Dec – Mar)Walnut Creek, CA

- Assist Shelter Manager and Shelter Coordinator in providing a safe, controlled environment
- Assist in completion of proper daily opening and closing procedures
- Conduct hourly patrols of shelter to ensure shelter policies and procedures are being followed
- Provide accurate daily activity reports
- Provide transportation for members between Trinity Center and The Walnut Creek Armory using Trinity Center vehicle or in some cases personal vehicle
- Liaise with partnering agencies, the National Guard, 911/EMT responders and Walnut Creek Police personnel onsite
- Work with staff team to observe member behavior

- Provide services consistent with our mission of treating clients with respect and dignity
- Develop healthy relationships with our members and collaborate with our partnering social service, medical, and mental health providers as needed
- Participate in development of processes and procedures for delivery of program services
- Participate in collaborative community meetings, networking and brainstorming solutions related to the unhoused community

10/06 – 06/18
Black Diamond Follies/Pittsburg Arts & Community Foundation – Program Director, Grant Writer
Pittsburg, CA

- Recruit Senior dancers/performers
- Create and maintain financial and participant database
- Create, submit, track grant requests. Provide quarterly reports to Grant provider
- Schedule rehearsals and shows
- Design, purchase costumes and stage background/props
- Create programs and events
- Book event locations for yearly revues, holiday parades, PCT holiday musical, PACF Casino night fundraiser, Senior health fairs
- Design and distribute advertisement via social media, recreation guides, newspapers, local businesses, and community centers

TELECOM EMPLOYMENT CHRONOLOGY

12/17 – 03/19
Charter/Time Warner–Transport Engineer **Telecommute, CA**

- Responsible for creating, providing, updating, and tracking project design/assignments/drawings/spreadsheets for CTBH, Ethernet transport and router change-out of live customer sites
- Engineered Granite circuit design, provisioning, and decommissioning cell sites
- Updated customer network database

12/16 – 11/17
Verizon Wireless–Transport Engineer **Walnut Creek, CA**

- Major contributor to the success of MTSO switch migration; interfacing with telecom vendors provisioning STP SS7, transport, trunks, E911 and code moves
- Responsible for engineering and provisioning cell to mobile switched office facilities, microwave, mobile to mobile switched office trunks, direct connect trunks to other wireless providers switches and mobile switch to public switched telephone network interconnect facilities. CPDO
- Migrate live cell sites from existing MTSO to new MTSO in different city. Resize transport facility and trunk groups to accommodate migration with RF Engineering
- MTSO switch decommission removing trunks, transport facilities and associated equipment
- New cell site acquisitions, assist in determining amount of new equipment required, cell site augments and EBH [Ethernet backhaul] conversions, LTE 4G
- LAMBDA, DACS xconn moves, adds, changes, design documentation and cut-sheets
- Create, provide, and update additional projects as back up transport engineer

07/14 – 11/16
AT&T–Project Manager **Telecommute, CA**

- Manage projects from initiation through delivery. Responsible for meeting the project requirements and managing project scope, quality, schedule, budget, resources, and risk
- Establish and assemble project teams, and coordinate activities
- Develop detailed work plans, project estimates, status reports, project tracking and analysis
- Perform economic and other analysis as required to achieve the best least cost
- Manage access for network of preferred access vendors to ensure that we provide the highest level of service and reliability for our Customers
- Manage and obtain Customer concurrence through direct and indirect communication with Customers and Account Teams as well as managing critical milestones throughout the project to ensure the best customer experience

03/13 – 12/13
Tellabs–Project Manager **Telecommute, CA**

- Responsible for creating, providing, updating, and tracking project spreadsheets for the Ethernet transport and router change-out of live customer sites
- Engineered Granite circuit design, provisioning, and decommissioning CLF and CLS
- Completed new router equipment assignment and removal of old assignment from Granite for customers MPLS network. P2P, VPLS, DIA/BGP/BCE, PRI and PRI TDM
- Updated customer network database

11/10 – 12/12
Verizon Wireless–Transport Engineer **Walnut Creek, CA**

- Major contributor to the success of new MTSO installation; interfacing with telecom vendors provisioning STP SS7, transport, trunks, E911 and code moves
- Responsible for engineering and provisioning cell to mobile switched office facilities, microwave, mobile to mobile switched office trunks, direct connect trunks to other wireless providers switches and mobile switch to public switched telephone network interconnect facilities. CPDO
- Migrate live cell sites from existing MTSO to new MTSO in different city. Resize transport facility and trunk groups to accommodate migration with RF and Traffic Engineering
- MTSO decommission removing trunks, transport facilities and associated equipment
- New cell site acquisitions, assist in determining amount of new equipment required, cell site augments and EBH [Ethernet backhaul] conversions, LTE 4G
- ATM to CISCO CSR migration
- LAMBDA, DACS xconn moves, adds, changes, design documentation and cut-sheets
- Track financials for all assigned projects, provide cost to team and management
- Created, provided, and updated additional projects as back up transport engineer

2/09 – 10/10
AT&T–Project Manager Custom Access Services **Pleasanton, CA**

- Responsible for the overall project coordination/management of engineering, infrastructure feasibilities and cost development for AT&T Custom Access Services
- Support both pre-sale & post-sale access network architectures, providing connectivity to AT&T Core Network for Customer and Access Vendors into POP or Central Offices
- Contract management and execution, equipment installation, network architecture consultation and design, and billing initiation for products and services such as Network Collocation Services, ACCURING, UVN, JPOI, Basic Customer Provided Access Arrangements, ILEC, ICO and CLEC architectures and installations for various AT&T internal entities

8/07 – 1/09
T-Mobile–Project SME Database Migration, Remediation and Site Audit Alamo, CA

- Xng/Granite/Xpercom/Xperweb Subject Matter Expert developing and supporting circuit and equipment auditing standards and process documentation
- Created, provided, and updated Granite processes, reports, timelines, and training documentation
- Responsible for training new and existing team members
- Interfaced with internal system and support organizations
- Technical Lead on Granite Conversion Project; keeping management and client updated
- Performed physical audits MSC sites, updated CAD drawings
- Responsible for all aspects of Granite/XNG database segments, paths, and equipment updates
- Worked with Client's Operations and Engineering building various equipment (MSC, MGW, BSC, routers, servers, microwave, ATM, DSX, DCS.....)
- Performed Granite/XNG audits using SQL and Business Object reports

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing Consultant Service Agreement with FirstCarbon Solutions for the Blue Wave Car Wash Project

MEETING DATE: July 19, 2021

EXECUTIVE SUMMARY

David A. Moradel of CEI Engineering Associates, Inc., on behalf of Blue Wave ("Applicant"), has submitted a planning application requesting approval of: 1) rezoning from CC (Community Commercial) to establish an overlay district; 2) a use permit to establish an automobile washing facility; and 3) design review to construct a 3,600 square foot commercial self-service carwash on a 1.36-acre site located at 1160 E Leland Road. FCS International, Inc., dba FirstCarbon Solutions has submitted a proposal to provide the City with environmental review services for an amount not to exceed $95,485. Staff is requesting adoption of a resolution authorizing a consultant service agreement with FCS International, Inc., dba FirstCarbon Solutions.

FISCAL IMPACT

If authorized by the City Council, the City Manager will execute the consultant service agreement with FirstCarbon Solutions in the amount specified above. Staff is requesting the City Council allocate to the consultant budget $105,000 to cover the costs of the initial proposal by the consultant, as well a 10% contingency. The Applicant has agreed to deposit the funds with the City upon execution of the agreements. The funds would be deposited into Developer Deposit Project Account No. 6221-2199, and any unspent funds would be returned to the applicant after a final decision is made on the project. As such, there is no fiscal impact to the City.

RECOMMENDATION

City Council adopt the attached resolution authorizing the consultant service agreement with FCS International, Inc., dba FirstCarbon Solutions to provide the City with environmental review services for the Blue Wave Car Wash Project.

BACKGROUND

On April 2, 2021, David A. Moradel of CEI Engineering Associates, Inc., on behalf of Blue Wave, submitted a planning application (AP-21-1562) requesting approval of: 1) rezoning from CC (Community Commercial) to establish an overlay district; 2) a use permit to establish an automobile washing facility; and 3) design review to construct a 3,600 square foot commercial self-service carwash on a 1.36-acre site located at 1160 E Leland Road. The proposed project would consist of one 3,600 square foot one-story car wash building, 20 customer vacuum stalls, and significant landscaping updates.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a Subcommittee.

STAFF ANALYSIS

FirstCarbon Solutions has submitted a proposal to provide environmental review services for the Blue Wave Car Wash project, with a total dollar amount not to exceed $95,485. The proposed agreement with FirstCarbon Solutions is included in Attachments 2. The City anticipates having an environmental document ready for public review and comment by September 2021.

ATTACHMENTS:

Proposed Resolution
Consultant Service Agreement with FCS International, Inc., dba FirstCarbon Solutions

Report Prepared By: Celina F. Palmer, Assistant Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Consultant Service Agreement with FCS International, Inc., dba FirstCarbon Solutions for the Blue Wave Car Wash Project	))))	RESOLUTION NO. 21-

WHEREAS, on April 2, 2021, the David A. Moradel of CEI Engineering Associates, Inc., on behalf of Blue Wave ("Applicant"), submitted Planning Application No. 21-1562, requesting approval of: 1) rezoning from CC (Community Commercial) to establish an overlay district; 2) a use permit to establish an automobile washing facility; and 3) design review to construct a 3,600 square foot commercial self-service carwash on a 1.36-acre site located at 1160 E Leland Road; and

WHEREAS, before the City can consider such a proposal, the project must be reviewed in accordance with the California Environmental Quality Act (CEQA, Public Resources Code 21000 et seq.), which requires agencies to assess whether a proposed project might have significant impacts on the environment; and

WHEREAS, the City has received a proposal from FCS International, Inc., dba FirstCarbon Solutions to provide environmental review services for an amount not to exceed $95,485; and

WHEREAS, staff has requested the City Council authorize a contract amount of up to $105,000 in order to provide an approximate 10% contingency for unforeseen changes in the scope of the environmental review; and

WHEREAS, the Applicant has agreed to deposit funds with the City of Pittsburg sufficient to reimburse the cost of project management and environmental review services.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute a consultant service agreement with FCS International, Inc., dba FirstCarbon Solutions, as substantially presented in Exhibit A of this resolution, in an amount not to exceed $105,000, and allocates $105,000 to the consultant budget.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of July 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
FCS INTERNATIONAL, INC., DBA FIRSTCARBON SOLUTIONS
(Environmental Consultant)

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and FCS International, Inc., dba FirstCarbon Solutions, a California corporation ("Consultant") (together referred to as the "Parties") as of June 22, 2021 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on February 22, 2022 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

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

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

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed ninety-five thousand, four hundred eighty-five dollars ($95,485), 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.

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

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

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be

excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

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

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

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

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

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

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

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

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

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

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

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

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers,

officials, employees, agents, and volunteers are covered as additional insured on all coverages.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 **General Indemnification**. Consistent with California Civil Code Section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials, and agents, from any and all demands, losses, claims, costs, liabilities, and expenses for any damage, injury, or death, including any and all administrative fines, penalties, or costs imposed as a result of an administrative proceeding, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. If requested by City, Consultant shall defend any such suits at its sole cost and expense. If City elects to provide its own defense, Consultant shall reimburse City for any expenditures, including reasonable attorneys' fees and costs. Consultants' obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of City or any other person; provided, however, that Consultant will not be required to indemnify, including the cost to defend, City for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. This Section **5.1** shall survive any expiration or termination of this Agreement.

5.2 **PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this

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

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

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

maintain during the term of this Agreement valid business licenses from City.

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

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

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

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

portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

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

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

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City

upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force

and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach**. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

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

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

Consultant : FCS International, Inc., dba FirstCarbon Solutions
1350 Treat Boulevard, Suite 380
Walnut Creek, CA 94597

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

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

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

Exhibit A Scope of Services
Exhibit B Compensation Schedule

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

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

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

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

CITY OF PITTSBURG **CONSULTANT**

_____ _____

Garrett Evans, City Manager Mary Bean, Project Director

Attest:

_____

Alice Evenson, City Clerk

Approved as to Form:

_____

Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

The IS/MND Analysis will be prepared consistent with the requirements of the California Environmental Quality Act (CEQA), the Bay Area Air Quality Management District (BAAQMD), and the City of Pittsburg.

Task 1: Project Initiation
FCS's Project Director and Project Manager will meet with the Applicant Team and the City via conference call to kick off the project and obtain information necessary for the preparation of a CEQA-level project description. We will establish lines of communication and reach a common understanding of the issues and concerns identified for environmental analysis. During the meeting, we will also discuss project plans, identify any data gaps, coordinate critical path activities, and ensure that the proposed deliverable schedule is consistent with the overall project timeline.

This proposal is based on the assumption that the Applicant Team will provide the following information to FCS prior to or immediately following the kickoff meeting:

- Phase lengths of construction, including any overlapping of phases
- Approximate start/end of construction and approximate start/end of operations
- Types and number of construction equipment anticipated
- On-site and off-site soil movement, in cubic yards (if any)
- Sustainability project design features
- Applicant-prepared technical studies, including stormwater control, and any other applicable reports such as a geotechnical report

Deliverable
- Kick-off meeting agenda, updated project schedule (if needed)

Task 2: Project Description
Using the information obtained at the kickoff meeting, FCS will prepare a Project Description for the Applicant and City's review and approval that clearly describes and illustrates the proposed development activity, required discretionary approvals, and other pertinent information. The approved Project Description will form the basis for evaluating the proposed project in the CEQA document.

The Project Description will include all of the information required to define the proposed project for purposes of CEQA, including a clear explanation of the development components of the proposed project, a description of the construction and operational activities associated with the proposed project, and clearly illustrate

the primary components of the proposed project displayed in exhibits based on Geographic Information Systems (GIS) data. The Project Description will also list the required discretionary approvals.

Upon applicant and City approval, the Project Description will be used as the basis for analysis within the Administrative Draft CEQA document. Changes to the Project Description made after the City has issued their approval and work on technical studies has been initiated may require separate authorization and budget augmentation and may extend the project schedule.

Deliverable

- Electronic version (via email) of the Project Description in Word format to the Applicant and City of Pittsburg.

Task 3: Technical Analysis

Subtask 3.1: Air Quality, Greenhouse Gas Emissions, and Energy Analysis
FCS will prepare an Air Quality, Greenhouse Gas (GHG) Emissions, and Energy Analysis to evaluate project-related construction and operational activities. This analysis will be incorporated as three distinct sections into the CEQA document. Supporting technical data including modeling assumptions, outputs, and calculations will be provided in an appendix to the environmental document.

Air Quality Analysis
FCS will prepare an Air Quality Analysis consistent with the requirements of the State CEQA Guidelines and Bay Area Air Quality Management District (BAAQMD) to support the CEQA document. The proposed project would include construction and operational activities that would generate ozone precursor and criteria air pollutant emissions. FCS will use methodologies and guidance from the BAAQMD's CEQA Air Quality Guidelines to model and evaluate the project's air quality impacts.

Short-term construction emissions will be quantified using the latest version of the California Emissions Estimator Model (CalEEMod). The modeling will incorporate the type and size of the proposed uses, construction phasing schedule, and other construction data (duration of construction, area of land to be disturbed/graded, etc.).

Long-term (i.e., operational) regional criteria air pollutant and precursor estimates will include emissions from the proposed project's area, stationary, and mobile sources. Mobile-source emissions will be based, in part, on the transportation analysis to be prepared for this project. Stationary sources, such as emergency generators, if part of the proposed project, will be quantified using appropriate emission factors and

methodologies from the BAAQMD, California Air Resources Board (ARB), and/or US Environmental Protection Agency (EPA).

Health Risk Assessment

The BAAQMD suggests impacts associated with toxic air contaminant (TAC) exposure should be addressed on a case-by-case basis, taking into consideration the specific construction-related characteristics of each project and proximity of sensitive receptors to sources of TACs. Based on the proximity of sensitive receptors (single-family residences located approximately 730-feet east of the project site), FCS recommends performing an HRA to evaluate potential construction-related TAC impacts.

The major TAC that affects health impacts in the air is diesel particulate matter (DPM). DPM from the operation of diesel trucks and heavy construction equipment has been identified by the ARB as a carcinogen that can result in long-term health impacts. The proposed project has the potential to generate substantial DPM emissions during construction that would expose nearby sensitive receptors to elevated levels of TACs. The following tasks will be required for the HRA:

- Define what a sensitive receptor is and identify nearby sensitive receptors.
- Identify applicable federal, state, and BAAQMD rules and regulations.
- Identify heath risk standards and acceptable cancer and acute and chronic non-cancer risk thresholds from diesel emissions that are detailed in the California Office of Environmental Health Hazard Assessment (OEHHA) HRA Guidelines.
- Obtain the on-site construction equipment DPM emissions rates that were calculated in the Air Quality Analysis prepared for the proposed project.
- Obtain the daily construction truck trip estimates used in the Air Quality Analysis and calculate off-site heavy-duty truck DPM emission rates within 1,000 feet of the project site.
- Calculate the DPM concentrations at the nearby sensitive receptors associated with the on-site construction equipment and off-site truck emissions up to 1,000 feet from the project site, the emissions rates calculated in the previous steps, and the methodology described in the OEHHA HRA Guidelines.
- Utilize prior task's calculated toxic air emission levels to calculate the cancer risk and the chronic and acute non-cancer health impacts at the nearby residential uses from construction of the proposed project.

FCS assumes that an operational HRA will not be warranted to identify and quantify the potential cumulative health risks during project operations. However, in the process of evaluating operational air quality emissions, FCS will confirm whether potential operation emission levels would warrant an HRA. If an operational HRA is required, it would be accomplished as an additional service not included in this Scope of Work.

Greenhouse Gas Analysis
FCS will quantify the proposed project's construction and operational GHG emissions using assumptions and methodologies consistent with those used in the Air Quality Analysis. Estimated GHG emissions will be evaluated against appropriate cumulative significance thresholds established in the BAAQMD CEQA Guidelines or other applicable thresholds (e.g., the BAAQMD's construction-related GHG threshold). The BAAQMD quantitative thresholds of significance will be used to determine if the project's generation of GHG emissions, based on its mass emissions or GHG efficiency (GHG emissions per service population where service population equals the sum of residents and employees), is considered a significant impact.

Pursuant to CEQA Guidelines Appendix G, FCS will also evaluate the project's design and purpose in the context of consistency with applicable GHG reduction plans, including the City of Pittsburg's Climate Action Plan (CAP). The GHG Emissions Analysis will also address the California Supreme Court ruling on the Newhall Ranch project and will utilize current approved methods for quantifying GHG impacts. Additional measures or design considerations will be proposed, as necessary, to reduce potential impacts to less-than-significant levels.

Energy Analysis
FCS will provide an analysis of energy impacts consistent with the CEQA Guidelines Appendix F Energy analysis requirements. The Energy Analysis will summarize relevant federal, State, and local regulations and policies that address energy consumption and demand, alternative fuels, and nonrenewable resources to determine whether the proposed project would conflict with or obstruct any required policies or mandatory measures related to energy conservation. Using the model inputs and assumptions associated with the Air Quality and GHG Emissions Analyses, FCS will provide energy consumption estimates associated with the construction and operation of the project. Specifically, the analysis will calculate on-site construction equipment fuel and electricity consumption, off-site construction vehicle fuel consumption, and project operation electricity, natural gas, and vehicle fuel consumption. The Energy Analysis will consider project design features that may affect the energy efficiency of the proposed project.

Data Needs and Assumptions
FCS will provide the City with a Request for Information (RFI) that includes all necessary construction and operational parameters required for modeling. This scope of work assumes relevant data (e.g., heavy-duty equipment, hours of use for equipment or emergency generators, if proposed) for the construction and operational analysis will be provided by the City or the Applicant. However, in the event that project-specific information is not available, FCS can work with the City to develop

reasonable assumptions based on professional experience. This analysis will be completed within 6 weeks of receipt of the necessary project data and the client-approved project description. If changes are made to the client-approved project description that would require re-modeling for the above scope of work, it would be accomplished as an additional service, not included in this scope of work.

Subtask 3.2: Biological Resources

The project will require analysis in two documents: a project study report (PSR) which will support application for review under the HCP, and biological resource memorandum to support review under CEQA.

Biological Resource Memorandum
An FCS Biologist will research readily available information, including relevant literature, databases, agency web sites, Geographic Information Systems (GIS) data, maps, aerial imagery from public domain sources, and in-house records to: assess habitats, special-status plant and wildlife species, jurisdictional features, critical habitats, and wildlife corridors that may occur in and near the project site, and identify local or regional plans, policies, and regulations that may apply to the project.

Database Search
An FCS Biologist will research readily available information, including relevant literature, databases, agency web sites, Geographic Information Systems (GIS) data, maps, aerial imagery from public domain sources, and in-house records to: assess habitats, special-status plant and wildlife species, jurisdictional features, critical habitats, and wildlife corridors that may occur in and near the project site, and identify local or regional plans, policies, and regulations that may apply to the project.

Field Survey
Following the literature review, an FCS Biologist will conduct one reconnaissance-level biological survey on the project site. The survey will be conducted during the daylight hours and will cover all accessible areas of the project site. The biologist will characterize the existing habitat and search for the presence of sensitive natural communities, special-status plants and wildlife, jurisdictional features, and potential wildlife corridors. Photos will be captured to further document the biological resources of the site and to append to the ECCHCP PSR application.

The results of the database searches and field survey will be documented in a Memorandum that summarizes the existing on-site conditions, potential project related impacts, including a field-verified land cover map. The Memorandum will address all biological resources observed on-site, as well as those that are considered sensitive by the HCP and/or the City of Pittsburg.

Project Study Report
FCS will prepare and submit the Conservancy PSR application. The application will include relevant data collected during the field survey. Existing information, including any previous reports, maps, aerial photographs, and pertinent documents such as the Final East Contra Costa County Habitat Conservation Plan (ECCCHCP) and correspondence relative to the project site will be reviewed and analyzed.

A draft electronic version of the Conservancy's PSR and its relevant attachments (land cover exhibits; fee calculator, etc.) will be prepared and submitted to the City for review and comment. Upon acceptance of all revisions of the application materials, FCS will produce and submit an electronic version of the application package for final submittal to the County HCP office. This task assumes one set of development plans, and one iteration of responses to one round of consolidated comments from the City and/or CEI.

Assumptions
The habitat type(s) and presence/absence of special-status wildlife species on the property cannot be fully determined until the habitat is evaluated. Therefore, FCS proposes to conduct a general reconnaissance-level survey to identify the presence/absence of potential sensitive species or their habitat (e.g., burrows, nests, dens) within the project area. As such, this task does not include any pre-construction surveys. After the project site is evaluated, FCS can recommend any necessary species-specific pre-construction surveys following a budget augment.

Subtask 3.3: Cultural Resources Assessment

FCS will assess the potential for existing and undiscovered cultural resources at the project site, the results of which will be incorporated directly into the IS/MND. The Cultural Resources and Tribal Cultural Resources sections of the IS/MND will detail the results of the field investigation, record searches, and any additional resources discovered as a result of the assessment. This section will include recommendations for further study and/or mitigation within the project area, as needed. Copies of all correspondence and site survey photographs will be included in the appendices of the document. This task assumes the preparation of a separate, stand-alone cultural resources report will not be necessary. However, should significant cultural resources be discovered during the records search or pedestrian survey, the optional Site Recordation and Stand-Alone Report task line will be utilized as described below.

Record Searches
FCS will conduct a records search at the Northwest Information Center affiliated with Sonoma State University and located in Rohnert Park. The record search will include

a search of previous studies and identified cultural resources within the project area and a 1/2-mile radius. The National Register of Historic Places, the California Register of Historical Resources, the California Inventory of Historic Resources, the California Historical Landmarks, the California Points of Historical Interest listings, the Historic Property Data File, The California Built Environment Resource Directory, historic maps and photographs will be consulted along with other pertinent historic data. FCS will also attempt to locate and contact local historical societies that may have additional information about the project area, or interest in the project.

A letter will be sent requesting the Native American Heritage Commission (NAHC) search their Sacred Lands File and provide recommendations on any Native American concerns and potential Tribal Cultural Resources (TCRs). From the Native American representatives list provided by the NAHC, letters will be sent to each tribal representative requesting any additional information they may have about the proposed project area. Please note that this process is for information gathering purposes in order to support conclusions made within the Phase I Cultural Resources Assessment and does not satisfy consultation requirements pursuant to Public Resources Code Sections 21080.3.1 and 21080.3.2 (a.k.a. AB 52). Additional AB 52 consultation services beyond the current scope of work are available upon request.

A review of the geology and paleontology of the area as reported in scientific literature and a records search of the Regional Paleontological Locality Inventory at the University of California, Berkeley will also be requested. The results of the records search will be included in the Geology and Soils section of the IS/MND.

Cultural Resource Field Survey

A pedestrian field survey will be conducted for the project area by an FCS Project Archaeologist utilizing standard 15 meter transect intervals and will include all portions of the project area, where possible.

Initial review of historic aerials dating back to the 1940s indicate that the project area does not contain any buildings or structures over 45 years in age. Properties over 45 years in age are considered potential historic resources under CEQA, and may require determination as to (1) whether the property is a historic resource, and (2) whether the proposed project may cause a substantial adverse change in the significance of a historic resource.

Optional Site Recordation and Stand-Alone Cultural Resources Report

Any archaeological sites or buildings of historic age discovered as a result of the pedestrian survey will need to be initially evaluated for significance and recorded on appropriate Department of Parks and Recreation (DPR) forms. The property may have already been evaluated for historical resources through a previous survey or

analysis, however FCS cannot determine, prior to completion of the records search or field survey, the need for recordation or the number of additional sites to be recorded.

It is currently assumed that no buildings or archaeological sites will require evaluation and subsequent recordation on DPR forms, and that a stand-alone report will not be required. Recordation and evaluation costs are highly dependent on what is found, and will be addressed in a separate scope of work if required.

Subtask 3.4 Phase I Environmental Site Assessment

EAS (FCS Subconsultant) will prepare a Phase I ESA for the proposed project. EAS will perform the following tasks as part of preparation of the Phase I ESA:

- Review the land title, environmental lien and activity/use limitation records for the parcel from a Preliminary Title Report supplied by the Applicant. Ownership records for the site will also be reviewed if provided by the Applicant, to evaluate probable past site uses and the possible impact on the current environmental status of the site;
- Review readily available maps and reports pertaining to the site, provided by the Applicant. Each relevant previous environmental report will be summarized in the Phase I ESA;
- Conduct interviews with owners and property representatives (if readily available) regarding the environmental status of the site;
- Perform a site reconnaissance to visually identify areas of possibly contaminated surficial soil or surface water, improperly stored hazardous materials, possible sources of polychlorinated biphenyls, and possible risks of contamination from activities at the site and adjacent properties;
- Review available regulatory agency databases for the site and for properties located within a specified radius of the site. The purpose of this review is to evaluate the possible environmental impact to the site;
- If the site and/or adjoining properties are identified on a government records search, a review of readily available state and local regulatory agency files for the site and adjoining properties will be conducted. Requests will be made to the RWQCB, Department of Toxics and Substances Control (DTSC), County Department of Health Services, the local Air Pollution Control District, and the local Fire and Building Departments. The purpose of the file review is to evaluate if a REC, Historical REC, Controlled REC or de minimis conditions exists on the site; and
- Review readily available historical documents, including aerial photographs (site and adjacent properties), Sanborn Insurance Maps (sites and available adjacent properties), Building Department Records (site only), and reverse city directories (site and available adjacent properties), as appropriate.

EAS will then prepare the Phase I ESA report for the property. The Phase I ESA report will document findings and provide opinions regarding possible environmental impacts at the site. Color photographs will be provided in the report.

Deliverable

- Electronic version (Word) of the Phase I ESA to the Applicant and City of Pittsburg

Subtask 3.5: Noise Analysis

Project implementation will result in noise impacts from construction and operational activities. FCS will prepare a quantitative noise impact analysis to demonstrate that the potential construction and operational noise impacts on noise-sensitive land uses in the project vicinity do not exceed established noise performance thresholds. The analysis will be wholly contained in the Draft IS/MND and the supporting technical data will be appended to the CEQA document (i.e., no stand-alone study will be prepared). FCS will perform this analysis through implementing the following tasks.

Background and Regulatory Information

The general characteristics of sound and the categories of audible noise will be described. The City's regulatory framework related to noise, including applicable plans, policies, and standards will be summarized. The dominant noise source on the project site is traffic from surrounding roadways. Therefore, existing noise environment will be documented through traffic noise modeling. This Scope of Work does not include an ambient noise monitoring effort. Should noise measurements be required, that effort will be covered under a separate scope and fee.

Construction Noise and Vibration Impact Analysis

Construction would involve the short-term operation of heavy equipment in the vicinity of sensitive receptor land uses. EPA-recommended noise emission levels will be used for the construction equipment. The construction noise impact will be evaluated in terms of maximum levels (Lmax) or hourly equivalent continuous noise levels (Leq) and their frequency of occurrence. Noise analysis requirements and thresholds of significance will be based on the sensitivity of the project area and the City's noise ordinance specifications. FCS will also analyze potential vibration impacts from construction activities associated with development that could occur with implementation of the proposed project. FCS will utilize the methodology and thresholds contained in the Transit Noise and Vibration Impact Assessment Manual, prepared by the Federal Transit Administration (FTA) for determining construction-related groundborne vibration impacts.

Operational Noise Impact Analysis
A quantitative assessment of noise impacts from project-specific and cumulative vehicular traffic trips will be performed. Traffic noise impacts will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108, December 1978). Required model input data include without-project and with-project average daily traffic (ADT) volumes on adjacent roadway segments, based on the traffic study prepared for the project. Traffic impacts will be determined based on whether the proposed project would generate a substantial increase in traffic noise levels in the project vicinity in excess of standards established in General Plan or City's Noise Ordinance.

Potential noise impacts from project-related stationary noise sources, such as new mechanical system operations and new parking lot activities, will also be evaluated to determine if the proposed project would generate a substantial increase in ambient noise levels in excess of the City's operational noise performance standards.

Data Needs and Assumptions
This Scope of Work assumes necessary project data, including site plan and mechanical system plans, will be provided by the Applicant. If changes are made to the project description that would require re-modeling for the above scope of work, it would be accomplished as an additional service, not included in this Scope of Work.

Subtask 3.6: Transportation Analysis and Parking Analysis Supporting Information

As a subconsultant to FCS, W-Trans will prepare a focused transportation analysis to evaluate project vehicle miles traveled (VMT) in light of current thresholds and guidance from the State. As the project is not projected to generate more than 100 net new peak hour vehicle trips, the purpose of this evaluation is to verify the project's trip generation and evaluate the circulation in and around the stie. The following scope of services is suggested to include the following:

Trip Generation
W-Trans will estimate the project's daily, a.m. and p.m. peak hour trip generation for a typical weekday based on the type of car wash proposed, including pass by trip percentage. We will review published trip generation surveys of similar existing Blue Wave Express Carwash facilities.

Site Access and Circulation
Driveways into and from the site will be analyzed for adequate sight distance, internal circulation and emergency access. The site plan will be reviewed with respect to adequacy to accommodate onsite vehicle queuing.

Letter Report
W-Trans will prepare a draft letter report summarizing our findings and recommendations for additional analysis, if any. The letter report will be completed approximately four weeks following authorization.

Any additional analysis, meetings, deliverables or tasks not explicitly identified above would be considered additional work and could be arranged through a contract amendment.

CEQA Checklist
A qualitative analysis will be conducted to support a CEQA checklist transportation analysis with supporting text and documentation.

Task 4: Prepare Initial Study/Mitigated Negative Declaration

Subtask 4.1: Administrative Draft Initial Study/Mitigated Negative Declaration

FCS will prepare an Administrative Draft IS/MND for City staff review that will evaluate the proposed project's impacts. The IS/MND format will include separate sections for discussion of each CEQA Guidelines Appendix G Environmental Checklist impact category, and it will be adequately supported by exhibits (including color GIS mapping, as appropriate). The IS/MND will evaluate project impacts against each question on the Appendix G Environmental Checklist and determine whether a potentially significant impact could occur that requires mitigation or if impacts would be less than significant and would not require mitigation. If potentially significant impacts are identified, FCS will draft mitigation measures that would reduce the impact to a less than significant level.

The following resource categories identified in the CEQA Appendix G checklist will be evaluated in the IS/MND:

- Aesthetics, Light, and Glare
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural and Tribal Cultural Resources
- Geology, Soils, and Seismicity
- Greenhouse Gas Emissions
- Energy
- Hazards and Hazardous Materials

- Hydrology and Water Quality
- Land Use
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Utility Systems
- Wildfire

Deliverables

- Electronic version (via email) of the Administrative Draft IS/MND to the Applicant and City of Pittsburg

Subtask 4.2: Screencheck Draft Initial Study/Mitigated Negative Declaration

Following receipt of one set of consolidated comments from City Staff/Applicant Team on the Administrative Draft IS/MND, FCS will make revisions as directed by City Staff and in accordance with the overall Scope of Work. The Screencheck Draft IS/MND will be prepared as a final print copy for review by City Staff prior to printing; it is FCS's intent that this submittal will satisfactorily address all City Staff comments on the Administrative Draft IS/MND. Should an additional level of effort be required for what has been budgeted for this task, a Scope of Work and Budget Augment may be required.

Deliverables

- One electronic version (via email) of the Screencheck Draft IS/MND to the Applicant and City of Pittsburg

Subtask 4.3: Public Draft Initial Study/Mitigated Negative Declaration

Following receipt of one set of consolidated City comments on the Screencheck Draft IS/MND, FCS will finalize the Public Draft IS/MND for distribution to the City, State Clearinghouse, agencies, and interested stakeholders. FCS will prepare and provide up to two hard copies of the Draft IS/MND to the City. Technical memorandums and output files prepared by FCS will be included as Appendices to the Draft IS/MND for distribution. This task assumes no more than 20 staff hours will be required to address City comments. Should an additional level of effort be required, a Scope of Work and Budget Augment may be required.

Deliverables

- One electronic version (via email) of the Public Draft IS/MND, with Technical Reports and modeling output/data base searches in Word and PDF format.
- Two hard copies of the Public Draft IS/MND, with Technical Reports and modeling output/data base searches in Word and PDF format.

Task 5: Response to Comments

The CEQA Guidelines indicate that lead agencies are not required to respond to written comments submitted in response to the Draft IS/MND. However, lead agencies often request that written responses be provided to all written comments in order to demonstrate that the lead agencies considered the concerns, questions, or objections raised by public agencies or private parties. Accordingly, FCS has budgeted 20 hours of staff time to respond to written comments that would be included in the Staff Report prepared for the meeting(s) at which the IS/MND would be considered for adoption. Should the volume of comments or the level of technical detail require more than 32 hours of staff time, FCS will require approval of an augment to cover the additional time. Note that FCS has budgeted for one round of City comments on the draft Responses to Comments prior to finalizing them for inclusion in the Staff Report.

Deliverables

- One electronic version (via email) in PDF format of the Response to Comments document to the City of Pittsburg for review

Task 6: Notice of Determination

After City Council approval of the Final IS/MND, FCS will prepare a Notice of Determination (NOD) form pursuant to CEQA Guidelines Section 15094. Timely filing (within 5 working days of final decision) of the NOD by the Lead Agency reduces the statute of limitations on court challenges to the approval under CEQA from 180 days to 30 days. The current filing fee for the NOD, including the CDFW fee ($2,480.25) and County recorder fee ($50), is $2,530.25. The budget reflects this fee within the estimated direct costs.

Deliverables

- Electronic copy via email of the NOD to the City of Pittsburg for review

Task 7: Mitigation Monitoring and Reporting Program

If mitigation measures were identified, FCS will prepare a comprehensive Mitigation Monitoring and Reporting Program (MMRP), pursuant to CEQA Guidelines Section 15097. The MMRP will contain all mitigation measures identified in the IS/MND. This comprehensive MMRP will provide the City with a single source of reference to the

full range of mitigation measures to be implemented. For each measure or group of similar measures, the agency responsible for ensuring proper implementation will be identified, along with the timing and method of verification.

Deliverables

- Electronic version (via email) of the MMRP to the City of Pittsburg

Task 8: Meeting Attendance

FCS will meet by phone with the City staff and Applicant Team during the Checklist preparation process to discuss and resolve problems, develop strategies, and participate in communications. This proposal and its associated budget cover attendance by FCS's Project Manager at three meetings, which may include a combination of coordination calls with the City and/or Applicant and public hearing(s). A not-to-exceed budget has been established to cover meeting attendance. If City staff requests additional meeting attendance by FCS staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, FCS will notify the client of the additional costs and obtain authorization for the extra meeting time.

Task 9: Project Management

In addition to the research, analysis, communications, and report writing tasks described above, FCS will perform a variety of project management duties to ensure that the IS/MND meets the City's standards of quality, and that it is delivered on time and within budget. These duties will include team supervision and coordination, oral and written communications with City staff, the Applicant, at the direction of the City, project accounting, and quality assurance review by FCS's Project Director and Technical Editor of all deliverable products. These services also will include ongoing support to City staff, such as providing input to staff reports, regular schedule updates, and discussions of technical issues. This task assumes 28 hours of staff time.

Tasks Outside of Scope of Work

Below are tasks FCS has identified as being outside of its Scope of Work for the proposed project.

Newspaper Noticing/Local Noticing

FCS assumes that City staff will be responsible for noticing the Planning Commission and City Council meetings at which the Checklist may be considered.

Findings of Fact

If the checklist demonstrates that no further CEQA analysis is required, FCS assumes that the Applicant's or City's legal counsel will prepare the Findings of Fact (if necessary) to allow adoption of the Checklist.

EXHIBIT B
COMPENSATION SCHEDULE

COST ESTIMATE

The estimated cost for completion of the CEQA Analysis for the Blue Wave Express Car Wash project is anticipated not to exceed $95,485. The costs by task are shown in the following cost spreadsheet.

Cost Estimate		
		Fee
Task 1	Project Initiation (includes time already spent in meetings and coordination)	$1,500
Task 2	Project Description	$3,650
Task 3	Technical Analysis	
Subtask 3.1	Air Quality, Greenhouse Gas Emissions, and Energy Analysis	$14,500
Subtask 3.2	Biological Resources Evaluation	$12,985
Subtask 3.3	Cultural Resources Assessment	$6,020
Subtask 3.4	Phase I ESA	$2,750
Subtask 3.5	Noise Analysis	$5,670
Subtask 3.6	Transportation Analysis and Parking Analysis Supporting Information	$4,950
Task 4	Initial Study/Mitigated Negative Declaration	
Subtask 4.1	Administrative Draft Initial Study/Mitigated Negative Declaration	$17,010
Subtask 4.2	Screencheck Draft Initial Study/Mitigated Negative Declaration	$6,830
Subtask 4.3	Public Review Draft Initial Study/Mitigated Negative Declaration	$1,870
Task 5	Response to Comments	$6,320
Task 6	Notices (NOC and NOD)	$360
Task 7	Mitigation Monitoring and Reporting Program	$890
Task 8	Meeting Attendance	$1,640
Task 9	Project Management	$3,840
	Total FCS Professional Labor	**$90,785**
	Direct Costs	$4,700
	Total Budget	**$95,485**

- Costs have been allocated to tasks, based upon FCS's proposed approach. During the work, FCS may, on its sole authority, re-allocate costs among tasks, as circumstances warrant, so long as the adjustments maintain the total price within its authorized amount.
- FCS's Project Manager will be the primary representative at the project meeting and public hearing.
- Printing costs are based on the method of printings and bindings proposed, numbers of copies proposed as work products, and estimated page lengths. Document printing costs are estimated and will be finalized at the time of printing. On further clarification of the documents (paper and/or digital CD) that the City Staff will need during the preparation effort, FCS will specifically identify a detailed reproduction work plan with more specific costs.
- Direct expenses are billed at the amount charged, plus a 10 percent administration cost.

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

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: June 21, 2021

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

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

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

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for June 21, 2021 was conducted electronically for Closed Session and through Zoom with broadcasting live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber was not open for the meeting. Council Members participated electronically or through Zoom and were not physically present in the Council Chamber.

Vice-Mayor White called the meeting of the City Council to order at 7:02 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 5:30 P.M. for Closed Session for the following items:

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

Property: 2101 Railroad Avenue (APN 088-171-035); 75 Bliss Avenue (088-171-027); No Address (APN 088-171-037); and No address or APN (portion of northeast corner of Bliss Avenue and Harbor Street; Negotiators for the City of Pittsburg: Garrett Evans and Maria Aliotti; Negotiating Parties: Anton Development Company; Under Negotiation: Both price and terms of payment

2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of litigation pursuant to Section 54956.9(d)(4)

Number of cases: one

3. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

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

Employee organizations: American Federation of State, County, and Municipal Employees Local 512 Management/Professional/Confidential Unit and Miscellaneous A Unit; Pittsburg Police Officers' Association; Pittsburg Police Managers Group; Teamsters Local 856, International Brotherhood of Electrical Workers Local 1295

Unrepresented employees: Management Group; Senior Executive Team

The City Council gave direction to the negotiators on Item 1. There was no reportable action taken on Item 2 in Closed Session. The City Council gave direction to City designated representatives on Item 3 in Closed Session.

ROLL CALL

Members Floyd, Herring and Craft were absent and excused.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

CITY MANAGER REPORTS/REMARKS

City Manager Evans reported on COVID-19 management. He announced City Hall was open to the public from 8:00 A.M. to Noon until July 6 when regular hours would resume. There will be no fireworks display on July 4th.

PUBLIC COMMENTS

There were no public comments.

COMMITTEE REPORTS

Member Banales attended the finance subcommittee.

Member Killings announced the CDBG subcommittee would take place this week.

CONSIDERATION – JOINT CITY COUNCIL AND HOUSING AUTHORITY

6. Adoption of a Housing Authority Resolution for Approval of the Operating Budget Plan for Fiscal Year 2021-22 for the Housing Authority of the City of Pittsburg and Appropriation of Funds for Fiscal Year 2021-22

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

AYES: Banales, Killings, Scales-Preston, White

ABSENT: Floyd, Herring, Craft

7. Adoption of a Housing Authority Resolution Approving Assistance Up to $79,306 to Yellow Roof Foundation to Pay for City Fees Associated with the Development of Gonsalves Village and a City Council Resolution Authorizing the City Manager to Execute a Regulatory Agreement

On motion by Member Scales-Preston, seconded by Member Banales to adopt and carried by the following vote:

AYES: Banales, Killings, Scales-Preston, White
ABSENT: Floyd, Herring, Craft

JOINT CONSIDERATION WITH CITY COUNCIL, PITTSBURG POWER COMPANY AND SOUTHWEST GHAD II

8. Adoption of a Pittsburg Power Company Resolution for Approval of the Budget for Fiscal Year 2021-22 for the Pittsburg Power Company (PPC) and Appropriation of Funds for Fiscal Year 2021-22

On Motion by Member Banales, seconded by Member Killings to adopt and carried by the following vote:

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

9. Adoption of a GHAD II Resolution for Approval of the Budget for Fiscal Year 2021-22 for the Southwest Pittsburg Geologic Hazard Abatement District II (GHAD II) and Appropriation of Funds for Fiscal Year 2021-22

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

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

10. Adoption of a City Council Resolution for Approval of the City of Pittsburg's Operating Budget for Fiscal Year 2021-22 and Appropriation of Funds for Fiscal Year 2021-22; Adoption of a City Council Resolution for Approval of the City of Pittsburg's Investment Policy Effective July 1, 2021

Mohammed Azeel, Pittsburg, on behalf of Pittsburg Youth Action commented regarding the Police Department Budget.

On Motion by Member Killings, seconded by Member Banales to adopt and carried by the following vote:

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

11. Adoption of a City Council Resolution Allocating Funding and Approving the Five-Year Capital Improvement Program for Fiscal Years 2021/22 Through 2025/26

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

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

12. Measure M Citizens Oversight Committee Report – Proposed Use of Measure M Funds for FY 2021-22

On Motion by Member Banales, seconded by Member Killings to adopt and carried by the following vote:

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

13. Consideration of a City Council Request for a Future Agenda Item Related to Broadcasting and Placing Video Recorded City Council Subcommittees on the City of Pittsburg Website

On Motion by Member Killings, seconded by Member Banales to adopt and carried by the following vote:

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

14. By Minute Order, Select Commission Appointments to Vacancies on the Contra Costa County Advisory Council on Aging and the Youth Advisory Commission

City Manager Evans stated this item would be continued to allow all five Members to vote.

CONFLICT OF INTEREST STATEMENT

There were no conflict of interests statements.

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

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

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

15. Minutes of June 7, 2021

16. Adoption of a City Council Resolution to Establish Salary Ranges for, and Amendment to the AFSCME Miscellaneous A and MPC Memoranda of Understanding

17. Adoption of a City Council Resolution to Amend the Management Group Salary and Benefits Schedule

18. Adoption of a City Council Resolution to Approve a Purchase Agreement for Playground Equipment at California Seasons Park

19. Adoption of a City Council Resolution to Approve the Engineer's Report and Declare the City Council's Intent to Order Improvements in Landscaping and Lighting Assessment District 1988-01, Citywide (Pursuant to the Landscaping and Lighting Act of 1972) for FY 2021-22

20. Adoption of a City Council Resolution Accepting the Allocation of Additional Funding for the 2021-2022 Community Development Block Grant Annual Action Plan and Increasing the Budget for Fiscal Year 2021-2022

21. Adoption of a City Council Resolution Authorizing the Negotiation and Execution of Consultant Service Agreements with Raney Planning and Management and JML Planning for the Bay Walk Project

22. Adoption of a City Council Resolution to Approve the Engineer’s Report and Declare the City Council’s Intent to Order Improvements for the Landscaping and Lighting Assessment District 1988-02, Oak Hills (Pursuant to the Landscaping and Lighting Act of 1972) for Fiscal Year 2021-22

23. Adoption of a City Council Resolution Establishing the Appropriations Limit for the 2021-22 Fiscal Year in Accordance with Proposition 111 and Article XIII (B)

24. Adoption of an Ordinance Amending Title 8 of the Pittsburg Municipal Code Regarding Solid Waste

25. Adoption of a City Council Resolution Extending the Economic Development Fee Pilot Program for Fiscal Year 2021-22

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

Member Scales-Preston attended the successful Juneteenth event.

ADJOURNMENT

The City Council adjourned at 8:21 P.M. to July 19, 2021.

Respectfully submitted,
Alice E. Evenson, City Clerk

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: A Pittsburg Power Company Resolution Authorizing the Executive Director to Enter into a Contract with Contra Costa County Workforce Development Board for Future Build Cohorts 20 and 21 and Establishing the Future Build Budget for Fiscal Year 2021-2022

MEETING DATE: July 19, 2021

EXECUTIVE SUMMARY

The Pittsburg Power Company (PPC) proposes to enter into a $250,000 contract (Contract 18-466-0) with Contra Costa County Workforce Development Board (WDB) for Future Build Cohorts 20 and 21 for July 1, 2021 through June 30, 2022 and establish the Future Build Budget for fiscal year 2021-2022.

FISCAL IMPACT

PPC was awarded a twelve-month, $250,000 contract from WDB which will be used to reimburse PPC for payments made for efforts associated with the Future Build Program, Project No. 5908.

The Future Build budget for fiscal year 2021-2022 is $523,610 which includes $250,000 from WDB. The difference of $273,610 will be funded by grants previously received and accepted by PPC and revenue generated from services provided which have been placed in PPC's Fund Balance.

No City General Fund, including Measure M, is used to operate Future Build in Fiscal Year 2021-2022.

RECOMMENDATION

PPC Board adopt the Resolution authorizing the Executive Director to enter into Contract 18-466-0 for Cohort 20 for July 1, 2021 through December 31, 2021 and Cohort 21 for January 1, 2022 through June 30, 2022 and establish the Future Build budget for fiscal year 2021-2022. It is recommended that the Executive Director be authorized to take any and all administrative actions to ensure that the funds are utilized appropriately by Future Build.

BACKGROUND

Future Build is a partnership of the PPC, WDB, Pittsburg Adult Education Center (PAEC),EPA, Contra Costa Building and Construction Trades Council, GRID Alternatives, Northern California Laborers Training, San Francisco Foundation, California Workforce Trades Initiative, Y & H Soda Foundation, Rubicon, and Open Opportunities, Inc. (OOI) to provide low income East County residents with 16+ weeks of pre-apprenticeship training in the building trades and solar theory, construction, and installation. Each training session is referred to as a cohort.

Future Build's managing partner and fiscal agent is the PPC. OOI provides case management and day to day program supervision and administration of the skill-based instructional staff. PAEC provides the general academic and life skills instruction. Northern California Laborers provide the solar and safety training. The Contra Costa Building and Construction Trades Council provides tools and instruction from its member trade unions as well as general orientations into the construction related trades. GRID Alternatives provides solar installation training while providing local lower income area residents with free solar panels.

PPC and WDB have been partnering to provide Future Build training since 2012 and have completed 19 successful cohorts.

SUBCOMMITTEE FINDINGS

This was not discussed in a subcommittee meeting.

STAFF ANALYSIS

Future Build provides a life changing experience for the trainees that leads to reengagement in the workforce and post-secondary educational opportunities. Pre-apprenticeship training, classroom and laboratory are combined in practical applications in the field. The practical applications can also be referred to as "community benefit projects". Community benefit projects are where the trainees exercise what they have learned by improving facilities in public housing projects, solar installations of homes for low income residents, schools, and public recreational facilities such as parks. Some of Future Build's efforts include rehabilitation of the restrooms at the community meeting room at Buchanan Park, construction of raised planting beds at the Los Medanos Community Healthcare District Community Garden, fence repairs at Small World Park, and rehabilitation of a modular unit at the golf course.

PPC proposes to enter into Contract Number 18-466-0 for Cohort 20 for July 1, 2021 through December 31, 2021 and Cohort 21 for January 1, 2022 through June 30, 2022, whereby WDB will reimburse PPC up to $250,000 for Future Build's program. Funding from outside sources such as WDB, EPA, California Workforce Trades Initiative, the aforementioned foundations, and Rubicon enable PPC to continue Future Build's program and help those individuals interested in a career in the construction and solar industries.

Future Build's current curriculum includes health monitoring, face masks, social distancing, hand sanitizing stations and online learning where required. Cohorts are also incorporating best practices such as staggered start times and smaller group instruction as well as outdoor classrooms. Future Build Trainees are vaccinated.

	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
Admission	40	40	34	46	40
Graduation	37	38	31	46	38
Success Rate	93%	95%	91%	100%	95%

Future Build has a high graduation rate and in the last five years, the graduation rate has been no lower than 91%. The average wage earned by a Future Build graduate is $19.50 per hour. Continuance of the Future Build program will improve the quality of life of its participants because they will receive improved skills and potentially an increase in wages upon graduation.

ATTACHMENTS: Resolution

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Authorizing the Executive Director to Enter into A Contract With Contra Costa County Workforce Development Board for Future Build Cohorts 20 And 21 and Establishing the Future Build Budget For Fiscal Year 2021-2022	)))))	RESOLUTION NO. 21-

WHEREAS, the Future Build Program (Future Build) is a partnership of the Pittsburg Power Company (PPC), Contra Costa Workforce Development Board (WDB), Pittsburg Adult Education Center, Environmental Protection Agency (EPA), Contra Costa Building and Construction Trades Council, GRID Alternatives, Northern California Laborers Training, San Francisco Foundation, California Workforce Trades Initiative, Y & H Soda Foundation, Rubicon, and Open Opportunities, Inc. to provide East County residents with 16+ weeks of pre-apprenticeship training in the building trades and solar theory, construction, and installation; and

WHEREAS, Future Build's managing partner and fiscal agent is the PPC; and

WHEREAS, PPC and WDB executed the initial contract for April 2012 and was later amended and extended through June 2013. PPC and WDB executed subsequent contracts in the following years, continuing the funding for the Future Build Program; and

WHEREAS, PPC proposes to enter into a new contract (Contract 18-466-0) with WDB for Future Build's Cohort 20 for July 1, 2021 through December 31, 2021 and Cohort 21 for January 1, 2022 through June 30, 2022 to include an allocation of $250,000 which will be used to reimburse PPC for payments made for efforts associated with the Future Build Program; and

WHEREAS, the Future Build budget for fiscal year 2021-2022 is $523,610 which includes $250,000 from WDB. The difference of $273,610 will be funded by grants previously received and accepted by PPC and revenue generated from services provided which have been placed in PPC's Fund Balance; and

WHEREAS, Future Build's current curriculum includes health monitoring, face masks, social distancing, hand sanitizing stations and online learning where required. Cohorts are also incorporating best practices such as staggered start times and smaller group instruction as well as outdoor classrooms. Future Build trainees are vaccinated.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Pittsburg Power Company hereby authorizes the Executive Director to enter into Contract 18-466-0 with Contra Costa County Workforce Development Board for Future Build Cohorts 20 and 21 and establishes the Future Build budget for fiscal year 2021-2022.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company at a regular meeting on the 19th day of July 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Chair

ATTEST:

_____
Garrett Evans, Executive Secretary

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: A Pittsburg Power Company Resolution Approving the Fiscal Year 2021-2022 Consultant Agreement with Open Opportunities Incorporated

MEETING DATE: July 19, 2021

EXECUTIVE SUMMARY

Pittsburg Power Company (PPC) is seeking approval for the fiscal year (FY) 2021-2022 consultant agreement (Agreement) with Open Opportunities Incorporated (OOI) in the amount of $363,000 for the case management and day to day program supervision of the Future Build Program

FISCAL IMPACT

The Agreement between PPC and OOI will be for the amount of $363,000. PPC, through Contract Number 18-466-0, will be receiving a grant from Workforce Development Board (WDB) up to the amount of $250,000 in FY 2021-2022 which will reimburse PPC's budget. The difference of $113,000 will come from grants from the Environmental Protection Agency, California Workforce Trades Initiative, Contra Costa Transit Authority and the Y & H Soda Foundation, and revenue from other sources that have been previously received and accepted by PPC and have been placed in PPC's Fund Balance.

No City General Fund, including Measure M, is used to operate Future Build in Fiscal Year 2021-2022

RECOMMENDATION

PPC Board adopt the Resolution approving the Agreement. It is recommended that the PPC Board authorize the Executive Director or his designee to amend future agreements and budgets as required by subsequent contracts and amendments from external funding sources. The Executive Director is authorized to execute other documents and take such further actions as may be necessary or appropriate to ensure that funds are utilized appropriately by Future Build.

BACKGROUND

Future Build is a partnership of the PPC, WDB, OOI, Pittsburg Adult Education Center (PAEC), Contra Costa Building and Construction Trades Council, GRID Alternatives, and Northern California Laborers Training to provide low income East County residents with 16+ weeks of pre-apprenticeship training in the building trades and solar theory, construction, and installation. Each training session is referred to as a cohort.

Future Build's managing partner and fiscal agent is the PPC. OOI provides case management and day to day program supervision and administration of the skill-based instructional staff. PAEC provides the general academic and life skills instruction. Northern California Laborers provide the solar and safety training. The Contra Costa Building and Construction Trades Council provides tools and instruction from its member trade unions as well as general orientations into the construction related trades.

PPC and WDB executed the initial contract for April 2012 and was later amended and extended through June 2013. PPC and WDB executed subsequent contracts in the following years, continuing the funding for the Future Build Program.

SUBCOMMITTEE FINDINGS

This was not discussed in a subcommittee meeting.

STAFF ANALYSIS

PPC proposes to enter into Contract Number 18-466-0 with WDB for Cohort 20 for July 1, 2021 through December 31, 2021 and Cohort 21 for January 1, 2022 through June 30, 2022. The Agreement will allow OOI to continue providing the Future Build Program with case management and day to day program supervision and administration of the skill-based instructional staff.

Future Build's current curriculum includes health monitoring, face masks, social distancing, hand sanitizing stations and online learning where required. Cohorts are also incorporating best practices such as staggered start times and smaller group instruction as well as outdoor classrooms. Future Build trainees are vaccinated.

Future Build provides a life changing experience for the trainees that leads to re-engagement in the workforce and post-secondary educational opportunities. Pre-apprenticeship training (classroom and laboratory) are married to practical applications in the field. The practical applications are community benefit projects where the trainees exercise what they have learned in the classroom and lab by improving facilities in public housing projects and rehabilitating homes for low-income residents, schools, and public recreational facilities such as parks. Some of Future Build's efforts include rehabilitation of the restrooms at the community meeting room at Buchanan Park, construction of raised planting beds at the Los Medanos Community Healthcare District Community Garden, fence repairs at Small World Park, and rehabilitation of a modular unit at the golf course.

ATTACHMENTS: Resolution
Contract for Services

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Approving the 2021-2022 Consultant Agreement) RESOLUTION NO. 21-
with Open Opportunities Incorporated)

WHEREAS, the Pittsburg Power Company (PPC) is seeking approval for the Fiscal Year (FY) 2021-2022 consultant agreement (Agreement) with Open Opportunities Incorporated (OOI) for the Future Build Program; and

WHEREAS, the Future Build Program is a partnership of the PPC, Workforce Development Board (WDB), OOI, Pittsburg Adult Education Center (PAEC), Contra Costa Building and Construction Trades Council, GRID Alternatives, and Northern California Laborers Training to provide East County residents with 16+ weeks of pre-apprenticeship training in the building trades and solar theory, construction, and installation. Each training session is referred to as a cohort; and

WHEREAS, Future Build's managing partner and fiscal agent is the PPC. OOI provides case management and day to day program supervision of the skill-based instructional staff. PAEC provides the general academic and life skills instruction. Northern California Laborers provide the solar and safety training. The Contra Costa Building and Construction Trades Council provides tools and instruction from its member trade unions as well as general orientations into the construction related trades; and

WHEREAS, PPC and WDB executed the initial contract for April 2012 and was later amended and extended through June 2013. PPC and WDB executed subsequent contracts in the following years, continuing the funding for the Future Build Program; and

WHEREAS, the Agreement between PPC and OOI will be for the amount of $363,000; and

WHEREAS, PPC proposes to enter into Contract Number 18-466-0 with WDB for Cohort 20 for July 1, 2021 through December 31, 2021 and Cohort 21 for January 1, 2022 through June 30, 2022; and

WHEREAS, PPC will be receiving a grant from WDB up to the amount of $250,000 in FY 2021-2022. In addition to the WDB grant, Future Build receives grants from the Environmental Protection Agency, California Workforce Trades Initiative, Contra Costa Transit Authority and the Y & H Soda Foundation; and

WHEREAS, Future Build's current curriculum includes health monitoring, face masks, social distancing, hand sanitizing stations and online learning where required. Cohorts are also incorporating best practices such as staggered start times and smaller group instruction as well as outdoor classrooms. Future Build Trainees are vaccinated.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Pittsburg Power Company hereby approves the Agreement with OOI for FY 2021-2022.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company at a regular meeting on the 19th day of July 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Chair

ATTEST:

_____
Garrett Evans, Executive Secretary

CONTRACT FOR SERVICES

THIS CONTRACT is made on July 1, 2021, between the Pittsburg Power Company (PPC) and Open Opportunities, Incorporated, a California 501c3 Non-Profit Corporation (Consultant).

WITNESSETH:

WHEREAS, the PPC operates the program known as Future Build as memorialized in 2012 by Contract No. 18-290-0 with the Contra Costa County Workforce Development Board (WDB) and its successor amendments including the current contract 18-426-2; and

WHEREAS, the Future Build program will train Workforce Innovation and Opportunity Act (WIOA) eligible people in the construction trades to the pre-apprentice level and in green energy efficient trades; allow them to gain valuable experience in the industry through a 16-week training program that is recognized by the Home Builder's Institute (HBI) and the Multi-Craft Core Curriculum (MC3); and

WHEREAS, a goal of the Future Build program is to provide job training within the City and to include energy efficiency retrofit components to existing buildings or work with local employers to hire trainees and graduates to work on new and retrofitted buildings that will incorporate alternative energy upgrades and to provide trained workers for alternative energy projects and area of manufacturing opportunities; and

WHEREAS, the PPC, a municipal utility, is the Fiscal Agent and administrator of Future Build and has the overall management responsibility for its operation. This includes activities prior to training, during training, and after training; and

WHEREAS, Consultant is the daily onsite supervisor of Future Build taking those actions necessary to ensure an effective operation of Future Build as described in the WDB's Contract No. 18-466-0 the current successor amendment with the PPC.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

I. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Work Program, attached hereto and incorporated herein by this reference as Exhibit "A". This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all

Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the PPC. The Consultant shall have no power or authority by this Contract to bind the PPC in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, and contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the PPC. The PPC shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

D. The Consultant certifies that it is a California 501c3 Non-Profit Corporation in good standing and has not been disbarred, suspended or found to have disallowable costs.

E. The Consultant agrees that it is a subrecipient as defined by CFR 200.331 and the attached executed subrecipient agreement as set forth in Exhibit "C" and further understands that all requirements placed on the PPC by the WDB are also requirements placed on the OOI.

II. TIME OF PERFORMANCE:

A. The services of Consultant are to commence on July 1, 2021 and shall be undertaken and completed in a prompt and timely manner, no later than June 30, 2022.

B. The PPC Executive Director or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for an additional period not to exceed the lesser of six months or the original term of this Contract, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section III, Compensation.

III. COMPENSATION:

A. The Consultant shall be paid for the actual fees, costs and expenses

for all time and materials required and expended, pursuant to the Budget and Payment Plan incorporated herein as Exhibit "B" but in no event shall total compensation exceed Three Hundred Sixty Three Thousand Dollars ($363,000) without PPC's prior written approval.

B. Said amount shall be paid upon submittal of a billing in accordance with the Budget and Payment Plan showing completion of the tasks that month.

C. If the work is halted at the request of the PPC, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract.

IV. TERMINATION:

This Contract may be terminated, without cause, at any time by the PPC upon thirty (30) days written notice. Upon receipt of such notice, Consultant shall cease all work under this Contract. In the event of any such termination, the Consultant shall be compensated as provided for in this Contract. Upon such termination, the PPC shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to date in accordance with Section VII hereof. The obligations of paragraph/section XV of this Contract relating to Consultant's obligations to defend and indemnify the PPC shall survive any termination of this Contract.

Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the PPC for damages sustained by the PPC by virtue of any breach of this Contract by Consultant and the PPC may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the PPC from Consultant is determined.

V. CHANGES:

The PPC may, from time to time, request changes in the scope of the services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by the PPC in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract, or the attached work program.

VI. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the PPC in writing and shall be incorporated in written amendments to this Contract or the attached work program.

VII. PROPERTY OF PPC:

It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the PPC and the Consultant shall have no property right there in whatsoever. Immediately upon termination, the PPC shall be entitled to, and the Consultant shall deliver to the PPC, all data, drawings, specifications, reports, estimates, summaries, and other such materials and commission as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by Law or Consultant's personnel information.

VIII. COMPLIANCE WITH LOCAL LAW:

Consultant shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

IX. WARRANTY:

Consultant agrees and represents that it is qualified to properly provide the services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform said services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

X. SUBCONTRACTING:

Except as set forth in Exhibit "A" for work to be performed, no other services covered by this Contract shall be subcontracted without the prior written consent of the PPC, which will not be unreasonably withheld. Consultant shall be as fully responsible to the PPC for the negligent acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

XI. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the PPC which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the PPC under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Consultant shall promptly furnish notice of any assignment or transfer, whether voluntary or involuntary, in writing to the PPC.

XII. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Consultant shall make all disclosures required by the PPC's conflict of interest code in accordance with the category designated by the PPC, unless the Executive Director determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the PPC code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the PPC conflict of interest code if, at any time after the execution of this agreement, PPC determines and notifies Consultant in writing that Consultant's duties under this agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the PPC.

XIII. CONFIDENTIAL MATERIALS:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the PPC, except by court order.

XIV. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors, and subcontractors. The PPC shall have no right of control over the manner in which the work is to be done but only as to its outcome and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

XV. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the PPC, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with Consultant's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in the Contract Documents, except such loss or damage which was caused by the sole negligence, or willful misconduct of the PPC.

XVI. INSURANCE REQUIREMENTS:

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

   No workers' compensation insurance shall be required for the Consultant's independent contractors.

"I certify that I, Consultant, have employees for whom I provide workers' compensation insurance. I also have independent contractors for which I am exempt from the legal requirement that I provide worker's compensation insurance."

_____ (Signature) _____
(Print Name)

4. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the PPC requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following

provisions:

Additional Insured Status

The PPC, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the PPC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the PPC, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the PPC.

Waiver of Subrogation

Consultant hereby grants to PPC a waiver of any right to subrogation which any insurer of said Consultant may acquire against the PPC by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the PPC has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the PPC. The PPC may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or PPC.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the

PPC.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the PPC with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to PPC before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The PPC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that PPC is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

PPC reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

XVII. MISCELLANEOUS PROVISIONS:

A. The Consultant shall designate a project manager who at all times shall represent the Consultant before the PPC on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the PPC, is no longer employed by Consultant, or replaced with the written approval of the PPC, which approval shall not be unreasonably withheld.

B. The Consultant shall keep itself fully informed of, shall observe and

comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

C. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

D. The Consultant shall maintain and make available for inspection by the PPC and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until thirty-six (36) months after the final payments under this Contract are made to the Consultant.

E. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

F. Drug-Free Workplace and Training Site – By Signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace. The Contractor agrees that graduating trainees must be certified as drugfree and that any trainee without such certification will be ineligible to receive any certificates of completion, diploma or any other evidence that the trainee has satisfied Future Build's criteria for completion.

G. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

PPC: Pittsburg Power Company
65 Civic Avenue
Pittsburg, CA 94565
ATTN: Garrett Evans

Consultant: Open Opportunities, Incorporated
P.O. Box 2851
Pittsburg, CA 94565
ATTN: Michelle E. Stewart, Chair

H. This Contract shall be interpreted and governed by the laws of the State of California.

I. Any action arising out of this Contract shall be brought in Contra Costa County, California, regardless of where else venue may lie.

J. In any action brought by either party to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees.

Executed the day and year first above written, by the parties as follows:

PITTSBURG POWER COMPANY	CONSULTANT
By: _____	By: _____
Garrett Evans, Executive Director	Michelle E. Stewart, Chair

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: _____
Michelle E. Stewart, Chair

EXHIBIT A
WORK
PROGRAM

I
Roles

1. The PPC, a municipal utility, is the Fiscal Agent and administrator of Future Build and has the overall management responsibility for its operation. This includes activities prior to training, during training, and after training.

2. Open Opportunities, Incorporated, a California 501(c)(3) a Non-profit Corporation ("OOI"), is the daily onsite supervisor of Future Build taking those actions necessary to ensure an effective operation of Future Build as described in the RFP 1176 and the subsequent contract and any successor amendments with the County. The contract number for Fiscal Year 2021-2022 is 18-466-0.

3. The parties agree that the PPC is the administrator of Future Build. The administrator is the final authority on Future Build revenues, expenditures, operations, fiscal records, participant records, chart of accounts, accounting procedures, leases, rents, participant supportive services, any subcontracts, subcontractor expenditures, records retention, communication with funding sources, or any other activities necessary to ensure the administration and continued operation of Future Build. This authority is restricted to Future Build and does not apply to other activities that the PPC or OOI may be involved in the furtherance of their respective missions, roles or responsibilities.

4. The PPC enters into this agreement with OOI to utilize OOI's resources and abilities in community building, community resources, participant outreach, participant-referral to community resources, daily operational coordination of Future Build activities, daily on-site supervision of Future Build activities, contributing to the development of participant Individualized Employment Plans (IEP), gathering information and data necessary for entry into the Management Information System (MIS) system administered by the Work Force Development Board (WDB) OOI is responsible for completing any required reports that are based on the MIS data.

   OOI is responsible for the daily site and participant supervision of Future Build in the absence of the administrator. OOI assures that whenever trainees are in the training facility using equipment there will be a minimum of one OOI staff member supervising the training facility. OOI and the PPC will jointly conduct the follow up activities for Future Build graduates as described in the RFP 1176 and the subsequent contract and as amended in Contract No.18-466-0 its successor amendment.

5. The parties agree that the respective roles of the PPC and OOI are also outlined, in a chronological fashion in the Program Timeline section of RFP 1176, the provisions of which are incorporated herein by reference.

6. The parties agree that Future Build is a training endeavor that involves a number of agencies, as described in RFP 1176 and Contract No. 18-4266-0 and that great care must be exercised to respect the rights and roles of the various entities to promote the effectiveness of Future Build. The parties agree that if corrective action is required with any of the entities involved with Future Build's effectiveness that it will be the PPC that determines what form that action takes.

II
Responsibilities

1. The parties agree that the PPC is the fiscal agent for Future Build and is responsible for submitting funding applications, establishing accounts to receive funds, establishing accounts for expenditures, and performing accounting tasks to track revenues and expenditures using generally approved accounting practices.

2. The parties agree that OOI, a nonprofit corporation, and may receive funds dedicated to the Future Build program and that those funds will be deposited in an account maintained by OOI. When this occurs OOI is to secure these funds and insure that they are used solely for the benefit of Future Build as determined by the Future Build administrator. To maintain the integrity of Future Build's accounting, OOI will provide the PPC with a timely accounting of such funds when requested.

3. The parties agree that the funds referred to in this Section II are funds not anticipated at this time and are more commonly known as donations made for the specific benefit of Future Build. The parties further agree that the OOI may charge a reasonable administrative fee for maintaining and accounting for these dedicated donations not to exceed 2% of the donated cash amount.

4. The parties agree that the PPC is responsible for any audits of Future Build and any audit responses and that OOI will supply the PPC with any and all information it has to meet this responsibility. The PPC and OOI will fully cooperate with any authorized internal and external auditors.

5. The parties agree that Future Build's success is dependent upon their close coordination of activities, establishment of priorities and timeframes for accomplishing tasks. Should either party know of an issue affecting Future Build's success it is to immediately communicate, preferably via email, that

issue to the other party.

III
Property

The parties agree that all materials, equipment, supplies, records and other tangibles funded by this contract and acquired for the benefit of Future Build, shall be the property of the PPC for the benefit of Future Build, or its successor program.

IV
Operational Notifications

1. The parties agree that all daily operational notices that are necessary to given by one party to the other shall be in writing via email.

2. The email address for operational communiques to PPC shall be gldcop@yahoo.com.

3. The email address for operational communiques to OOI shall be merl@futurebuildec.com.

Exhibit B
Future Build
Budget and Payment Plan
Open Opportunities, Incorporated

OOI shall deliver on the Contract and attached Work Plan as directed and provide PPC a monthly status report. OOI agrees to invoice the PPC on a monthly basis Subject to III C.OOI may also invoice in advance to address costs associated with the Work Plan.

In the event that no charges or expenses are disputed by the PPC, then the invoice shall be approved and paid within thirty (30) days of receipt of OOI's invoice. In the event any charges or expenses are disputed by the PPC, the invoice shall be returned by the PPC to OOI for correction and resubmission.

Payment to OOI for work performed pursuant to this Contract for Services shall not be deemed to waive any defects in work performed by OOI.

Project Budget

Object Class Categories	Budgeted Amount
a. Personnel: Instructors, Case Manager	$270,000
b. Operating Expenses: Utilities, Rent, Supplies	$8,000
c. Participant Cost: Training Supplies, etc.	$40,000
d. Participant Cost: Other – Safety equipment, tools, supportive services	$45,000
Total Direct Charges	$363,000

Exhibit C
Subaward Agreement

Article 1. Subaward Agreement between the Pittsburg Power Company and Open Opportunities incorporated, a non-profit corporation, for the purpose of providing services that improve and enhance the employability of Future Build enrollees and graduates.

Article 2. Specific services to be provided by Open Opportunities Inc. include but are not limited to:

- Program Management and Record Keeping
- Employment Counseling aka “Job Coaching”
- Follow-up Services on graduates
- All services outline in the contract between the Pittsburg Power Company and County of Contra Costa, Contract No. 18-466-0

Article 3. Unique Entity Identification for Open Opportunities Inc. is 036694799 (DUNDS number)

Article 4. County Contract No. 18-466-0.

Article 5. Contract Commencement Date: July 1, 2021

Article 6. Subaward Period of Performance, i.e. approximate start and end date for performance utilizing these grant funds: July 1, 2021 to June 30, 2022.

Article 7. Total amount of Federal funds obligated by the action: Two Hundred Six Thousand Eight Hundred Seventy Two Dollars ($206,872).

Article 8. Total amount of Federal funds awarded to the Pittsburg Power Company: $250,000.

Article 9. Award project description: This project provides funding for the Pittsburg Power Company/Future Build to recruit, train, and place unemployed and underemployed residents of East Contra Costa County with skills needed to qualify for entry level construction related occupations, as well as appropriate training in solar panel technology and installation.

Article 10. Awarding Agency: Workforce Development Board (WDB) of Contra Costa County.

WDB Contact:	Ms. Verneda Clapp
Pass Through Entity:	Pittsburg Power Company (PPC)
PPC Contact:	Gerald L. Dunbar

Article 11: This subaward agreement is not for research and development.

Article 12: There are no indirect costs associated with this subaward, all costs are direct.

Article 13: Incorporated into this subaward agreement by reference is the attached Contract No. 18-466-1 which outlines administrative requirements of the Pittsburg Power Company and Open Opportunities Inc., when accepting Federal funds distributed by the Department of Labor. Specifically see the “SPECIAL CONDITIONS Federal Subaward Conditions”, page 1 of 1, revised 2016.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first shown in Article 6 above.

PITTSBURG POWER COMPANY, CALIFORNIA

By: _____
Gerald L. Dunbar
Future Build Administrator

OPEN OPPORTUNITIES INCORPORATED

By: _____
Michelle E. Stewart
Board Chair

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Authorize City Manager to Execute a Contract for Water Treatment Plant Chemical Supply – Sodium Hydroxide

MEETING DATE: July 19, 2021

EXECUTIVE SUMMARY

The Public Works Department is responsible for the maintenance and operation of the City's Water Treatment Plant and each year solicits bids for necessary chemical supplies. If approved, the resolution will authorize a purchase contract with vendor Univar USA Inc as the lowest responsible, responsive bidder for Sodium Hydroxide (Caustic Soda) in the amount of $160,000.

FISCAL IMPACT

None from this action. Funding for water treatment chemical supplies was approved by the City Council with adoption of the City's Operating Budget for Fiscal Year 2021-22 (Resolution 21-13942). No new funds are requested.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to execute a contract with Univar USA Inc. in the amount of $160,000 for Water Treatment Plant (WTP) Chemical Supply – Sodium Hydroxide.

BACKGROUND

The Public Works Department manages, operates and maintains the City's 32 million gallon per day water treatment plant, eight distribution reservoirs, nine pumping stations and two wells, to reliably provide quality drinking water that meets or exceeds all federal and state requirements. Chemicals such as Sodium Hydroxide (Caustic Soda) are needed in the water treatment process.

The Bay Area Chemical Consortium (BACC) is a group of water and wastewater agencies in the Bay Area working together to purchase chemicals by combining bid solicitations.

Combined bid solicitations offer vendors an opportunity to sell greater quantities of their products. As a result, the 50 participating agencies, including the City, can usually obtain lower prices as a group than by bidding alone. The City has received significant savings for chemical purchases through its participation with BACC.

Bids for the supply and delivery of Sodium Hydroxide in the East Bay region were received by the BACC in April for the period of July 1, 2021 through June 30, 2022. The cost is $416.35/ dry ton. From past use of Sodium Hydroxide at the WTP, staff estimates the cost of this chemical will total about $160,000 for the year.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City's Public Works Department is part of the Bay Area Chemical Consortium (BACC) that bids out chemical supplies for approximately 50 agencies in the Bay Area. Univar USA Inc. is the lowest responsible, responsive bidder.

Staff recommends the City Council authorize the City Manager to execute a contract for purchase of Sodium Hydroxide in the amount of $160,000 with Univar USA Inc.

ATTACHMENTS: Resolution
Bid Results

Report Prepared By: Natasha Farmer, Public Works Administrative Analyst I

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Resolution Authorizing the City Manager to Execute a Contract for the Water Treatment Chemical Supply- Sodium Hydroxide	))))	RESOLUTION NO. 21-

The City Council of the City of Pittsburg FINDS AND DETERMINES as follows:

WHEREAS, the Public Works Department is responsible to operate and maintain the City's Water Treatment Plant; and,

WHEREAS, Sodium Hydroxide is an essential chemical to treat and provide drinking water to the residents of Pittsburg; and

WHEREAS, the Public Works Department solicits bids through the Bay Area Chemical Consortium for Water Treatment Plant Chemical Sodium Hydroxide (Caustic Soda) each Fiscal Year; and

WHEREAS, Univar USA Inc., was determined to be the lowest responsive, responsible bidder for all local regions; and

WHEREAS, funding is available in the Fiscal Year 2021/22 Water Operations budget.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute a purchase contract and a Purchase Order with Univar USA, Inc. in the amount of $160,000 for Sodium Hydroxide Chemical Supply for FY 2021-2022.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of July 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____

Alice E. Evenson, City Clerk

Bay Area Clean Water Agencies
Bid Results for Project 12-2021 SODIUM HYDROXIDE
Issued on 03/18/2021
Bid Due on April 15, 2021 4:00 PM (PDT)
Number of Addendum Issued: One (1)

REGIONAL AWARD

Item #	BACC RECOMMENDATION	Univar Solutions USA Inc. LOWEST RESPONSIVE RESPONSIBLE BID FOR ALL REGIONS	Olin Corporation
1	Received via bid platform by bid deadline above	YES	YES
2	Bids submitted on forms provided	YES	YES
3	Must include a base unit price for each geographic area	YES	YES
4	Additional charges for "short load" deliveries shown as a standard deviation on bid form	YES - LTL FEE OF $345 FOR ORDER <2000 GALS	YES - MIN BULK OR <2000 GALS MAY INCUR $600 FREIGHT ADDER; SPLIT SHIPMENT $60/UNLOADING - SEE ATTACHED FOR DETAILS
5	References: minimum of 3	YES	
6	Product Specification Deviations - if any, proposed specification must be attached	YES - SEE ATTACHED	YES - SEE ATTACHED
7	Fully Executed Standard Agreement	YES	
8	Fully Executed Non-Collusion Affidavit	YES	YES
9	For potable application only: Affidavit of Compliance to AWWA and/or NSF standard or Statement by chemical manufacturer, signed on letterhead attesting to the affidavit's validity or current printout from NSF.org	YES	YES
10	Representative lab analysis of the chemical prepared by reputable outside laboratory or ISO Certified	YES	YES
11	Name /Address of chemical manufacturer	YES	YES
12	Product Bulletin and Typical Properties	YES	YES
13	Safety Data Sheet (SDS)	YES	YES
14	Addendum/Addenda Acknowledgement	YES	YES
15	Third Party Hauler? If applicable, name, address, Affidavit signed by Bidder	YES Chemical Transfer Co. - Stockton, CA; Bulk Transportation - Walnut, CA; Quality Carriers - Richmond, CA; RJ's Transportation - Hawthorne, CA	NO
16	Specific Deviations Noted	YES - SEE DEVIATION FROM SPEC ATTACHED	YES - SEE ATTACHED

Date: April 7, 2021

Re: **BACC Bid No. 12-2021: Deviation from BACC NaOH Specifications**

In accordance with BACC Bid No. 12-2021, Section 2.12, Proposed Deviations from the Specifications by the Bidder, Univar Solutions intends to supply sodium hydroxide solution to BACC meeting the following technical specifications:

UNIVAR SOLUTIONS PRODUCT TECHNICAL SPECIFICATIONS
SODIUM HYDROXIDE, 20% Solution

Characteristics	Units	Minimum	Maximum
Sodium Hydroxide, NaOH	Wt. %	18	22
Sodium Oxide, Na_2O	Wt. %	13.6	17.4
Sodium Chloride, NaCl	PPM	0	100
Sodium Carbonate, Na_2CO_3	Wt. %	0	0.15
Sodium Chlorate, $NaClO_3$	PPM	0	33
Sodium Sulfate, Na_2SO_4	PPM	0	67
Nickel, Ni	PPM	0	0.5 *
Iron, Fe	PPM	0	5 *
Mercury, Hg	PPM	0	2
Specific Gravity		1.21	1.23

* Sodium hydroxide for wastewater treatment applications may contain up to 9 mg/L iron (Fe) and 3 mg/L nickel (Ni)

UNIVAR SOLUTIONS PRODUCT TECHNICAL SPECIFICATIONS
SODIUM HYDROXIDE, 25% Solution

Characteristics	Units	Minimum	Maximum
Sodium Hydroxide, NaOH	Wt. %	23	27
Sodium Oxide, Na_2O	Wt. %	17.4	21.3
Sodium Chloride, NaCl	PPM	0	100
Sodium Carbonate, Na_2CO_3	Wt. %	0	0.15
Sodium Chlorate, $NaClO_3$	PPM	0	42
Sodium Sulfate, Na_2SO_4	PPM	0	83
Nickel, Ni	PPM	0	0.5 *
Iron, Fe	PPM	0	5 *
Mercury, Hg	PPM	0	2
Specific Gravity		1.20	1.35

* Sodium hydroxide for wastewater treatment applications may contain up to 9 mg/L iron (Fe) and 3 mg/L nickel (Ni)

UNIVAR SOLUTIONS PRODUCT TECHNICAL SPECIFICATIONS
SODIUM HYDROXIDE, 30% Solution

Characteristics	Units	Minimum	Maximum
Sodium Hydroxide, NaOH	Wt. %	28	32
Sodium Oxide, Na_2O	Wt. %	22.3	25.2
Sodium Chloride, NaCl	PPM	0	100
Sodium Carbonate, Na_2CO_3	Wt. %	0	0.15
Sodium Chlorate, $NaClO_3$	PPM	0	31
Sodium Sulfate, Na_2SO_4	PPM	0	80
Nickel, Ni	PPM	0	0.5 *
Iron, Fe	PPM	0	5 *
Mercury, Hg	PPM	0	2
Specific Gravity		1.25	1.40

* Sodium hydroxide for wastewater treatment applications may contain up to 9 mg/L iron (Fe) and 3 mg/L nickel (Ni)

UNIVAR PRODUCT TECHNICAL SPECIFICATIONS
SODIUM HYDROXIDE, 50% Solution

Characteristics	Units	Minimum	Maximum
Sodium Hydroxide, NaOH	Wt. %	48	52
Sodium Oxide, Na_2O	Wt. %	36.8	40.7
Sodium Chloride, NaCl	PPM	0	100
Sodium Carbonate, Na_2CO_3	Wt. %	0	0.30
Sodium Chlorate, $NaClO_3$	PPM	0	50
Sodium Sulfate, Na_2SO_4	PPM	0	100
Nickel, Ni	PPM	0	0.5 *
Iron, Fe	PPM	0	5 *
Mercury, Hg	PPM	0	2
Specific Gravity		1.45	1.60

* Sodium hydroxide for wastewater treatment applications may contain up to 9 mg/L iron (Fe) and 3 mg/L nickel (Ni)

BACC SPECS

PRODUCT TECHNICAL SPECIFICATIONS
SODIUM HYDROXIDE, 20% Solution

1. Typical Analysis:

Characteristics	Units	Minimum	Maximum
Sodium Hydroxide, NaOH	Wt %	19	21
Sodium Oxide, Na_2O	Wt %	14.37	16.28
Sodium Chloride, NaCl	PPM	0	100
Sodium Carbonate, Na_2CO_3	Wt %	0	.15
Sodium Chlorate, $NaClO_3$	PPM	0	<1
Sodium Sulfate, Na_2SO_4	PPM	0	80
Nickel, Ni	PPM	0	0.5 *
Iron, Fe	PPM	0	5 *
Mercury, Hg	PPM	0	2
Specific Gravity		1.2124	1.2344

* Sodium hydroxide for wastewater treatment applications is allowed to have up to 9 mg/L iron and up to 3 mg/L nickel.

PRODUCT TECHNICAL SPECIFICATIONS
SODIUM HYDROXIDE, 25% Solution

1. Typical Analysis:

Characteristics	Units	Minimum	Maximum
Sodium Hydroxide, NaOH	Wt %	23	27
Sodium Oxide, Na_2O	Wt %	15.5	20.2
Sodium Chloride, NaCl	PPM	0	100
Sodium Carbonate, Na_2CO_3	Wt %	0	0.15
Sodium Chlorate, $NaClO_3$	PPM	0	25
Sodium Sulfate, Na_2SO_4	PPM	0	80
Nickel, Ni	PPM	0	0.5 *
Iron, Fe	PPM	0	5 *
Mercury, Hg	PPM	0	2
Specific Gravity		1.20	1.35

* Sodium hydroxide for wastewater treatment applications is allowed to have up to 9 mg/L iron and up to 3 mg/L nickel.

PRODUCT TECHNICAL SPECIFICATIONS
SODIUM HYDROXIDE, 30% Solution

1. Typical Analysis:

Characteristics	Units	Minimum	Maximum
Sodium Hydroxide, NaOH	Wt %	29	32
Sodium Oxide, Na_2O	Wt %	22.5	23.7
Sodium Chloride, NaCl	PPM	0	100
Sodium Carbonate, Na_2CO_3	Wt %	0	0.15
Sodium Chlorate, $NaClO_3$	PPM	0	25
Sodium Sulfate, Na_2SO_4	PPM	0	80
Nickel, Ni	PPM	0	0.5 *
Iron, Fe	PPM	0	5 *
Mercury, Hg	PPM	0	2
Specific Gravity		1.25	1.40

* Sodium hydroxide for wastewater treatment applications is allowed to have up to 9 mg/L iron and up to 3 mg/L nickel.

PRODUCT TECHNICAL SPECIFICATIONS
SODIUM HYDROXIDE, 50% Solution

1. Typical Analysis:

Characteristics	Units	Minimum	Maximum
Sodium Hydroxide, NaOH	Wt %	48	52
Sodium Oxide, Na_2O	Wt %	37.7	40.4
Sodium Chloride, NaCl	PPM	0	100
Sodium Carbonate, Na_2CO_3	Wt %	0	0.30
Sodium Chlorate, $NaClO_3$	PPM	0	25
Sodium Sulfate, Na_2SO_4	PPM	0	80
Nickel, Ni	PPM	0	0.5 *
Iron, Fe	PPM	0	5 *
Mercury, Hg	PPM	0	2
Specific Gravity at 20 deg. C		1.45	1.60

* Sodium hydroxide for wastewater treatment applications is allowed to have up to 9 mg/L iron and up to 3 mg/L nickel.

Bay Area Clean Water Agencies
Bid Results for Project 12-2021 SODIUM HYDROXIDE
Issued on 03/18/2021
Bid Due on April 15, 2021 4:00 PM (PDT)
Exported on 04/15/2021

Unit Price

Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	Univar Solutions USA Inc.	Olin Corporation
1	SODIUM HYDROXIDE 20% (Caustic)		Sacramento		dry ton	1	$614.74	$830.00
2	SODIUM HYDROXIDE 25% (Caustic)		Central Valley		dry ton	1	$517.04	$900.00
3	SODIUM HYDROXIDE 25% (Caustic)		Marin Sonoma Napa		dry ton	1	$515.12	$660.00
4	SODIUM HYDROXIDE 25% (Caustic)		Sacramento		dry ton	1	$569.58	$780.00
5	SODIUM HYDROXIDE 25% (Caustic)		South Bay		dry ton	1	$599.93	$850.00
6	SODIUM HYDROXIDE 25% (Caustic)		Tri Valley		dry ton	1	$519.33	$530.00
7	SODIUM HYDROXIDE 30% (Caustic)		North Bay		dry ton	1	$476.22	$740.00
8	SODIUM HYDROXIDE 30% (Caustic)		Sacramento		dry ton	1	$567.93	$770.00
9	SODIUM HYDROXIDE 50% (Caustic)		Central Valley		dry ton	1	$461.85	$690.00
10	SODIUM HYDROXIDE 50% (Caustic)		East Bay		dry ton	1	$416.35	$440.00
11	SODIUM HYDROXIDE 50% (Caustic)		Marin Sonoma Napa		dry ton	1	$447.28	$450.00
12	SODIUM HYDROXIDE 50% (Caustic)		North Bay		dry ton	1	$402.99	$680.00
13	SODIUM HYDROXIDE 50% (Caustic)		Sacramento		dry ton	1	$436.44	$710.00
14	SODIUM HYDROXIDE 50% (Caustic)		Tri Valley		dry ton	1	$416.83	$440.00

Bay Area Clean Water Agencies
Bid Results for Project 12-2021 SODIUM HYDROXIDE
Issued on 03/18/2021
Bid Due on April 15, 2021 4:00 PM (PDT)
Exported on 04/15/2021

Section	SODIUM HYDROXIDE 20% (Caustic)	SODIUM HYDROXIDE 25% (Caustic)						SODIUM HYDROXIDE 30% (Caustic)	SODIUM HYDROXIDE 50% (Caustic)						
Description	Sacramento		Central Valley	Marin Sonoma Napa	Sacramento	South Bay	Tri Valley	North Bay	Sacramento	Central Valley	East Bay	Marin Sonoma Napa	North Bay	Sacramento	Tri Valley
Unit of Measure	dry ton		dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton
Univar Solutions USA Inc.		$614.7400	$517.0400	$515.1200	$569.5800	$599.9300	$519.3300	$476.2200	$567.9300	$461.8500	$416.3500	$447.2800	$402.9900	$436.4400	$416.8300
Olin Corporation		$830.0000	$900.0000	$660.0000	$780.0000	$850.0000	$530.0000	$740.0000	$770.0000	$690.0000	$440.0000	$450.0000	$680.0000	$710.0000	$440.0000

**Highligted bid prices are only to show the apparent low bid and should not be construed as any indication that BACC has accepted such bid as responsive; see bid review for award recommendation.*

Per Section 2.16 Method of Award
Bids may be awarded by the participating BACC agencies to the lowest, responsive, and responsible bidder for each listed region meeting the specifications for bulk loads for the chemical. The lowest responsive bidder for this chemical will be determined for each reaion listed

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Authorize the City Manager to Execute a Contract for Water Treatment Plant Chemical Supply – Sodium Chlorite

MEETING DATE: July 19, 2021

EXECUTIVE SUMMARY

The Public Works Department is responsible for the maintenance and operation of the City's Water Treatment Plant and solicits bids for necessary chemical supplies. The current contract for Sodium Chlorite expired on June 30, 2021. If approved, the resolution will authorize a purchase contract with vendor International Dioxcide, Inc. in an amount up to $95,000 for Sodium Chlorite.

FISCAL IMPACT

None from this action. Funding for water treatment chemical supply was approved by the City Council as part of the City's Operating Budget for FY 2021-22. No new funds are requested.

RECOMMENDATION

City Council adopt the attached Resolution and authorize the City Manager to execute a contract with International Dioxide, Inc. in the amount of $95,000 for Sodium Chlorite.

BACKGROUND

The Public Works Department staffs and manages the operation and maintenance for the City's 32 million gallon per day water treatment plant, eight distribution reservoirs, nine pumping stations and two wells, to reliably provide adequate supplies of highest quality drinking water that meet or exceed all federal and state requirements. Chemicals such as Sodium Chlorite are necessary for the water treatment process.

On August 17, 2020, the City Council adopted Resolution 20-13825 to extend the contract with International Dioxcide for Sodium Chlorite for a period of one year. The current contract extension with International Dioxcide, Inc. for Sodium Chlorite expired on June 30, 2021.

On June 21, 2021, the City Council adopted Resolution 21-13942 to approve the City's Operating Budget for FY 2021-22, including the chemical supply budget for the Water Treatment Plant. No new funds are requested.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Water Treatment Plant staff developed and solicited bids from potential vendors for various chemicals necessary for the processes at the Water Treatment Plant. Bids were opened on May 26, 2021 and International Dioxide, Inc. was the only responsive bidder for Sodium Chlorite.

Staff recommends the City Council accept the bid submitted by International Dioxcide, Inc. as the only responsive bid submitted and authorize the City Manager to execute a contract with International Dioxcide, Inc. in the amount of $95,000 for purchase of Sodium Chlorite.

ATTACHMENTS: Resolution
RFQ / Contract

Report Prepared By: Natasha Farmer, Public Works Administrative Analyst I

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute a Contract with International Dioxcide for the Water Treatment Chemical Supply- Sodium Chlorite	))))	RESOLUTION NO. 21-

WHEREAS, the Public Works Department is responsible to operate and maintain the City's Water Treatment Plant; and,

WHEREAS, Sodium Chlorite is an essential chemical to treat and provide drinking water to the residents of Pittsburg; and,

WHEREAS, the City solicited bids for Sodium Chlorite and International Dioxide, Inc. was the only responsive bidder; and,

WHEREAS, staff recommends the City accept the bid submitted by International Dioxcide, Inc. as the only responsive bid for the purchase of this material necessary for treatment of the City's drinking water; and,

WHEREAS, sufficient funds to accommodate the purchase are available in the Fiscal Year 2020/21 Water Operations budget.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute a contract with International Dioxcide, Inc. in the amount of $95,000 for Sodium Chlorite Chemical Supply for FY 2021-2022.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of July 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

BID WORKSHEET, WATER TREATMENT CHEMICALS

July 1, 2021 through June 30, 2022
Bid No. WTC052621, Due May 26, 2021 at 11:30 a.m.

The Undersigned, as bidder, declares that the only person or parties interested in this RFQ as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that bidder and/or agent has carefully examined the location of the proposed work above described; that bidder and/or agent has examined the plans, terms and conditions and specifications therefore and is familiar with all requirements; that bidder and/or agent has examined this Form and the provisions incorporated by reference herein; and bidder and/or agent hereby proposes, and agrees to the Contract apparatus, and other means of construction, and to do all the work and furnish all the materials in accordance with the scope of work in the time stated herein, for the unit price and/or lump sum price as listed below.

Vendors are not required to bid on all items. Bid only on the items you can supply. Enter "**NO BID**" on those chemicals not bid. All prices shall be F.O.B. Jobsite for each City. All chemicals must be **NSF60 approved** and comply with the **current** applicable **AWWA/ANSI Standard** (see Attachment A). Separate bids for sodium hypochlorite delivery quantities are acceptable please label short loads as SL. *The quantities listed are estimates. The City will pay only for actual material received and accepted at the unit prices submitted.*

Quantity	Description	Cost per Ton
Up to **75 Tons**	**Cationic Polymer** Solution coagulant grade Poly (Diallyldimethyl-ammonium Chloride) (poly DADMAC) equal to Neo Solutions NS 3150P®.	$ No bid
Up to **45 Tons**	**Hydrofluosilicic acid**, 24% (bulk tanker)	$ No bid
Up to **80 Tons**	**Sodium Chlorite (Bulk)**	$ 1310

Note: All values are dollars per ton. Prices do not include any applicable sales tax.
Upon receipt, order will be delivered within 3-5 **working days.**

Company Name: International Dioxcide Inc

Address: 40 Whitecap Drive North Kingstown RI 02852

Prepared By: Thomas Dwyer Title: ClO2 Business Manager

Signature: Thomas M Dwyer Printed: Thomas M Dwyer

Telephone: 401-295-3623 Fax: 401-295-7108

Email Address: Thomas.Dwyer@ercoworldwide.com

NOTE: Failure to submit this Bid Worksheet will result in rejection of the bid

BID TABULATION

City of Pittsburg

WTP CHEMICALS (WTC052621)

2021-2022

Bids opened - May 26, 2021 @ 11:00 am by City of Pittsburg

COMPANY	Sodium Chlorite
Bid Quantity - Total	*up to 80 tons*
	$/ton
International Dioxide, Inc.	**$1,310.00**
Nalco Chemical	No Bid
Neo Solutions, Inc.	No Bid
Pencco, Inc.	No Bid
Thatcher Co.	No Bid
Univar USA	No Bid

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute Purchase Agreement for Water and Sewer Supplies

MEETING DATE: July 19, 2021

EXECUTIVE SUMMARY

The Public Works Department maintains the City's water distribution and sewer collection systems and each year solicits bids for water and sewer maintenance tools and supplies. If approved, the resolution will authorize a purchase contract with vendor R & B Company of Oakley, California as the lowest responsive, responsible bidder in the amount of $140,000.

FISCAL IMPACT

None from this action. The City Council approved sufficient funds for the purchase of water and sewer supplies with adoption the City's Operating Budget for Fiscal Year 2021-2022 (Resolution 21-13942), including the Water Operations – Water Lines (501-44101) and Sewer Maintenance budget accounts (521-45101).

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to execute a Purchase Agreement with R & B Company of Oakley in the amount of $140,000 for Water and Sewer Supplies.

BACKGROUND

The Public Works Department maintains and performs scheduled and emergency repairs on approximately 225 miles of water mains, 5,900 isolation valves, 18,200 customer service lines and meters, and 1,840 fire hydrants to maintain system reliability and for regulatory compliance. Public Works also maintains and performs emergency and scheduled repairs on 176 miles of sewer mains, two sewer lift stations and 17,000 sewer lateral service lines (80 miles).

The purchase of supplies necessary for these repairs is budgeted in the Water and Sewer Maintenance Operating budgets adopted by the City Council each fiscal year.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Public Works Department solicited formal bids for Water and Sewer System supplies that will be needed for the upcoming fiscal year. Three vendors submitted bids. Staff recommends the City Council authorize the City Manager to execute a Purchase Agreement with R & B Company of Oakley, which submitted the lowest responsive, responsible bid proposal.

ATTACHMENTS: Resolution
Bid Results
RFQ Bid Worksheet

Report Prepared By: Natasha Farmer, Public Works Administrative Analyst I

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Resolution Authorizing the)
City Manager to Execute a Contract) RESOLUTION NO. 21-
for Water and Sewer Supplies)

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, the City of Pittsburg operates and maintains its water distribution and sewer collection systems; and,

WHEREAS, each fiscal year, the City's Public Works Department solicits bids for water and sewer system maintenance supplies; and

WHEREAS, in May 2021, staff solicited and received bids from three suppliers with capability to provide necessary maintenance supplies as they are needed, and

WHEREAS, R&B Company, A Core & Main Company of Oakley, Califrornia, is the lowest responsible, responsive bidder; and

WHEREAS, funding is available in the Fiscal Year 2021/22 Water Operations and Sewer Maintenance Operations budgets.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves and authorizes the City Manager to execute a contract with R&B Company in the amount of $140,000 for Water and Sewer Supplies.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of July 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

City of Pittsburg
Utility Supply Bids
RFQ# WSSCBL52621
FY 2020/2021

Bids received: May 26, 2021 at 11:00:00 AM

Company	Water Supplies	Sewer Supplies	Concrete water Meter Boxes & Lids	Comments
Ferguson	$97,269.75	$40,122.48	$23,147.67	
Pace Supply	$94,713.20	$40,394.53	$20,638.73	
R&B Company	$88,967.02	$40,567.91	$20,453.45	

2021-2022
WATER SUPPLIES
RFQ#WSSCBL52621
BID WORKSHEET

The Undersigned, as bidder, declares that the only person or parties interested in this RFQ as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that bidder and/or agent has carefully examined the location of the proposed work above described, that bidder and/or agent has examined the plans, terms and conditions and specifications therefore, and is familiar with all requirements, that bidder and/or agent has examined this Form and the provisions incorporated by reference herein; and bidder and/or agent hereby proposes, and agrees to the Contract apparatus, and other means of construction, and to do all the work and furnish all the materials in accordance with the scope of work in the time stated herein, for the unit price and/or lump sum price as follows:

WATER SUPPLIES TOTAL: $88,967.02

SUB-TOTAL: $81,434.34

TAX (9.25%) $7,532.68

TOTAL COST (INCLUDING TAX – 9.25%):

eighty eight thousand nine hundred sixty seven dollars 02/100 -
(Written Amount)

$88,967.02
(Numerical Amount)

DELIVERY CHARGE: Ø

DELIVERY TURNAROUND TIME (# OF DAYS) _____

Company: R.B Company A Core and Main Co.

Contact Name: Joe Aliotti

Address: 315 main St. City / State: Oakley CA.

Signed: [signature] Title: Branch Manager Date: 5/26/21

Telephone: 925-679-8005 Fax: 925-679-8465

Email Address: joe.aliotti@coreandmain.com

NOTE: This Bid Worksheet must be completed and returned with all applicable attachments to the City. Any bid submitted absent this worksheet will not be considered.

OFFICER'S CERTIFICATE

CORE & MAIN LP

I, Mark R. Witkowski, Vice President & Chief Financial Officer of Core & Main LP (the "Company"), certify, solely on behalf of the Company and not individually, that I am Vice President & Chief Financial Officer of the Company, and that as such I am authorized to execute this certificate on behalf of the Company. I further certify as follows:

The following persons are authorized signatories on behalf of the Company, and the signature of any such person appearing opposite his/her name below is his/her true signature or a true facsimile thereof.

Title	Name of Officer	Signature
Chief Executive Officer	Stephen O. LeClair	
Vice President & Chief Financial Officer	Mark R. Witkowski	
Chief Human Resources Officer	Laura K. Schneider	
General Counsel and Secretary	Mark G. Whittenburg	
President, Fire Protection	Bradford A. Cowles	
President, Waterworks	John R. Schaller	

IN WITNESS WHEREOF, the Company has caused this certificate to be executed on its behalf by its Vice President & Chief Financial Officer on the 22nd day of August, 2019.

By:
Name: Mark R. Witkowski
Title: Vice President & Chief Financial Officer

BID WORKSHEET
WATER SUPPLIES
2021-2022

Description	Brand	UM	Est.Qty	Ea. Price	Ext. Price
1 1/2" METER GASKET - DROP IN	Any Brand	ea	25	1.27	31.75
2" METER GASKET - DROP IN	Any Brand	ea	25	1.45	36.25
3" METER GASKET	Any Brand	ea	15	2.42	36.30
4" METER GASKET	Any Brand	ea	15	3.10	46.50
6" FF NEOPRENE GASKET 1/8 150#	Any Brand	ea	5	4.12	20.60
10" FF NEOPRENE GASKET 1/8 150#	Any Brand	ea	15	7.79	116.85
1-1/2" BRASS METER FLANGE (EA)	Any Brand	ea	25	26.00	650.00
2" BRASS METER FLANGE (EA)	Any Brand	ea	25	30.00	750.00
3" THREADED METER FLANGE	Any Brand	ea	4	19.85	79.40
4" THREADED METER FLANGE	Any Brand	ea	4	26.48	105.92
6" MEGALUG F/DI *BOXED* 1106DEC W/ L	Any Brand	ea	12	41.52	498.24
6" PLTD HEX BOLT & NUT KIT (3-1/4)	Any Brand	ea	2	7.54	15.08
10" SS 304 HEX BOLT & NUT KIT	Any Brand	ea	10	46.40	464.00
HYD BOLT/NUT KIT PLATED HOLLOW	Any Brand	ea	40	8.08	323.20
MBW-100L-SS 36 MTR BX LID LIFTER	Any Brand	ea	20	30.76	615.20
14" #31120 ALUMINUM OFFSET W	Any Brand	ea	20	165.48	1309.60
18" #31125 ALUMINUM OFFSET W	Any Brand	ea	12	90.00	1080.00
4" GRIP 3000P MJ RESTRAINT F/*DI	Any Brand	ea	12	31.38	376.56
6" MJ REGULAR ACC SET 085171	Any Brand	ea	20	24.80	496.00
2-1/2" BRASS CAP	Any Brand	ea	15	28.64	429.60
2" 240-T08 Any Brand ANGLE GLOBE V	Any Brand	ea	8	87.99	703.92
4" x 2" DI TAP END CAP	Any Brand	ea	3	38.92	116.76
8" x 2" DI TAP END CAP	Any Brand	ea	3	74.05	222.15
6" x 2" DI TAP END CAP	Any Brand	ea	3	53.27	159.81
3" S/S BOLT UP SET	Any Brand	ea	10	5.32	53.20
4" S/S BOLT UP SET	Any Brand	ea	10	11.19	111.90
6" S/S BOLT UP SET	Any Brand	ea	10	17.88	178.80
5 LBS BAG OF ANODES (10 GAUGE SOLID LEAD 10 FT.)	Any Brand	ea	100	32.00	3200.00
1/2" - 1" CLAMPS	Any Brand	ea	100	3.75	375.00
				Sub	$12,602.59
950 HYDRANT 1-2 1/2 1-4 1/2	Clow	ea	5	1800.00	9,000.00
960 HYDRANT 2-2 1/2 1-4 1/2	Clow	ea	5	2390.00	11,950.00
FIRE HYDRANT CAPS 2-1/2	Clow	ea	50	64.00	3200.00
FIRE HYDRANT CAPS 4-1/2	Clow	ea	20	139.00	2780.00
FIRE HYDRANT CAP CHAIN	Clow	ea	50	13.00	650.00
FIRE HYDRANT BURY 6" x 42"	Clow	ea	1	302.00	302.00
6" x 24" HYDRANT BURY MJ	Clow	ea	1	284.00	284.00
6" x 30" HYDRANT BURY MJXFL	Clow	ea	1	290.00	290.00
6" x 36" HYDRANT BURY MJ	Clow	ea	1	293.00	293.00
6" x 6" HYDRANT EXTENSION	Clow	ea	10	101.00	1010.00
6" x 10" HYDRANT EXTENSION WITH BO	Clow	ea	5	118.00	590.00
6" x 12" HYDRANT EXTENSION WITH BO	Clow	ea	5	119.00	595.00
6" x 24" HYDRANT EXTENSION WITH BO	Clow	ea	5	179.00	895.00

BID WORKSHEET
WATER SUPPLIES
2021-2022

Description	Brand	UM	Est.Qty	Ea. Price	Ext. Price
6" x 14" HYDRANT EXTENSION WITH BO	Clow	ea	5	136.00	680.00
6" x 18" HYDRANT EXTENSION WITH BO	Clow	ea	5	153.34	766.70
6" x 36" HYDRANT EXTENSION WITH BO	Clow	ea	5	248.00	1240.00
				Sub $	34,525.70
3/4" BRASS 90 ELL	Any Brand	ea	15	3.94	59.10
1" BRASS 90 ELL	Any Brand	ea	15	6.07	91.05
2" BRASS ST 90	Any Brand	ea	15	28.67	430.05
2" BRASS COUPLING	Any Brand	ea	15	16.90	253.50
1" x 3/4" BRASS HEX BUSHING	Any Brand	ea	25	3.18	79.50
3/4" x 3" BRASS NIPPLE	Any Brand	ea	10	3.64	36.40
3/4" x 4" BRASS NIPPLE	Any Brand	ea	10	4.75	47.50
1-1/2" x 2" BRASS NIPPLE	Any Brand	ea	5	6.73	33.65
1-1/2" x 4" BRASS NIPPLE	Any Brand	ea	5	12.07	60.35
1-1/2" x 6" BRASS NIPPLE	Any Brand	ea	5	17.83	89.15
2" x 3" BRASS NIPPLE	Any Brand	ea	10	11.87	118.70
2" x 4" BRASS NIPPLE	Any Brand	ea	10	15.53	155.30
2" x 6" BRASS NIPPLE	Any Brand	ea	10	22.93	229.30
2" x 12" BRASS NIPPLE	Any Brand	ea	5	45.18	225.90
2" x 24" BRASS NIPPLE	Any Brand	ea	6	97.25	583.50
2" x 36" BRASS NIPPLE	Any Brand	ea	5	145.47	727.35
2" XCL BRASS NIPPLE	Any Brand	ea	10	9.53	95.30
2" x 20' HARD COPPER TUBE	Any Brand	ea	20'	20.11/ft	402.20/pc.
				Sub $	3,717.80
NOTE: ALL REPAIR CLAMPS SINGLE BAND AND D.I. LUG					
8" 226-00090520-000 FC REPAIR CLAMP	Ford	ea	5	159.00	795.00
8" 226-00090512-000 FC REPAIR CLAMP	Ford	ea	5	94.00	470.00
4" REPAIR CLAMP 226-048020 ** RANGE	Ford	ea	5	131.00	655.00
	Ford	ea	5		
4" REPAIR CLAMP 226-0450-12 ** RANGE	Ford	ea	5	77.00	385.00
4" REPAIR CLAMP 226-048007 ** RANGE	Ford	ea	5	54.00	270.00
4" REPAIR CLAMP 226-048012 ** RANGE	Ford	ea	5	78.00	390.00
6" REPAIR CLAMP 226-0690-20 ** RANGE	Ford	ea	10	143.00	1430.00
4" REPAIR CLAMP 226-0450-20 ** RANGE	Ford	ea	5	136.00	680.00
4" x 1CC 238-0450-07-009 TAP CLAMP **	Ford	ea	5	76.00	380.00
4" x 1CC 238-0480-12-009 TAP CLAMP **	Ford	ea	5	96.00	480.00
6" x 1CC 238-0710-07-009 TAP REP CLAMP	Ford	ea	5	92.00	460.00
6" BELL JT CLAMP 274-0690	Ford	ea	3	88.00	264.00
8" x 10 1/2" X 1" CC FULL CIRCLE REPAIR CLAMP	Ford	ea	10	97.00	970.00
8" x 12 1/2" FULL CIRCLE CLAMP NO TAP O.D. 8.99-9.39	Ford	ea	10	94.00	940.00
10" X 12" FULL CIRCLE CLAMP NO TAP O.D.11.75-12.15	Ford	ea	5	121.00	605.00
12" x 15" FULL CIRCLE CLAMP NO TAP O.D.13.10-13.50	Ford	ea	5	153.00	765.00
6" x 12 X 1' CC TAP FULL CIRCLE CLAMP O.D.7.05-7.45	Ford	ea	15	92.75	1391.25
8" BELL JOINT CLAMP	Ford	ea	2	114.00	228.00

BID WORKSHEET
WATER SUPPLIES
2021-2022

Description	Brand	UM	Est.Qty	Ea. Price	Ext. Price
10" BELL JOINT CLAMP	Ford	ea	2	143.00	286.00
				Sub	$11,844.25
4" WIDE RANGE FLEX COUPLING STD	HYMAX	ea	8	163.00	1304.00
6" WIDE RANGE FLEX COUPLING STD	HYMAX	ea	8	216.00	1728.00
8" WIDE RANGE FLEX COUPLING STD	HYMAX	ea	8	244.00	1952.00
10" WIDE RANGE FLEX COUPLING STD	HYMAX	ea	5	314.00	1570.00
12" WIDE RANGE FLEX COUPLING STD	HYMAX	ea	5	370.00	1850.00
14" WIDE RANGE COUPLING	HYMAX	ea	1	1005.00	1005.00
				Sub	$9,409.00
4" C900 PVC PIPE CLASS 150	Any Brand	ft	100	$4.09/ft	409.00
6" C900 PVC PIPE CLASS 150	Any Brand	ft	100	$8.27/ft	827.00
8" C900 PVC PIPE CLASS 150	Any Brand	ft	100	$14.23/ft	1423.00
10" C900 PVC PIPE CLASS 150	Any Brand	ft	100	$21.34/ft	2143.00
12" C900 PVC PIPE CLASS 150	Any Brand	ft	100	$30.08/ft	3008.00
14" C900 PVC PIPE CLASS 150	Any Brand	ft	40	$38.35/ft	1534.00
				Sub	$9335.00
				WATER SUPPLIES SUB-TOTAL	81,434.34
				SALES TAX (9.25%)	7,532.68
				WATER SUPPLIES TOTAL	88,967.02

2021-2022
SEWER SUPPLIES
RFQ#WSSCBL52621
BID WORKSHEET

The Undersigned, as bidder, declares that the only person or parties interested in this RFQ as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that bidder and/or agent has carefully examined the location of the proposed work above described, that bidder and/or agent has examined the plans, terms and conditions and specifications therefore, and is familiar with all requirements, that bidder and/or agent has examined this Form and the provisions incorporated by reference herein; and bidder and/or agent hereby proposes, and agrees to the Contract apparatus, and other means of construction, and to do all the work and furnish all the materials in accordance with the scope of work in the time stated herein, for the unit price and/or lump sum price as follows:

SEWER SUPPLIES TOTAL: $40,567.91

SUB-TOTAL: $37,133.10

TAX (9.25%) $3,434.81

TOTAL COST (INCLUDING TAX – 9.25%):

forty thousand five hundred sixty seven and 91/100 — (Written Amount)

$40,567.91 (Numerical Amount)

DELIVERY CHARGE: 0

DELIVERY TURNAROUND TIME (# OF DAYS) _____

Company: R&B Company a Core and Main Co.

Contact Name: Joe Aliotti

Address: 1315 Main St. City / State: Oakley, CA.

Signed: Joe Aliotti Title: Branch Manager Date: 5/26/21

Telephone: 925-679-8005 Fax: 925-679-8465

Email Address: joe.aliotti@coreandmain.com

NOTE: This Bid Worksheet must be completed and returned with all applicable attachments to the City. Any bid submitted absent this worksheet will not be considered.

OFFICER'S CERTIFICATE

CORE & MAIN LP

I, Mark R. Witkowski, Vice President & Chief Financial Officer of Core & Main LP (the "Company"), certify, solely on behalf of the Company and not individually, that I am Vice President & Chief Financial Officer of the Company, and that as such I am authorized to execute this certificate on behalf of the Company. I further certify as follows:

The following persons are authorized signatories on behalf of the Company, and the signature of any such person appearing opposite his/her name below is his/her true signature or a true facsimile thereof.

Title	Name of Officer	Signature
Chief Executive Officer	Stephen O. LeClair	
Vice President & Chief Financial Officer	Mark R. Witkowski	
Chief Human Resources Officer	Laura K. Schneider	
General Counsel and Secretary	Mark G. Whittenburg	
President, Fire Protection	Bradford A. Cowles	
President, Waterworks	John R. Schaller	

IN WITNESS WHEREOF, the Company has caused this certificate to be executed on its behalf by its Vice President & Chief Financial Officer on the 22nd day of August, 2019.

By: _____
Name: Mark R. Witkowski
Title: Vice President & Chief Financial Officer

BID WORKSHEET
SEWER SUPPLIES
2021-2022

Description	Brand	UM	Est.Qty	Ea. Price	Ext. Price
4" Plastic to plastic Strong back repair couplings	RC Fernco	ea	60	20.13	1207.80
6" Plastic to plastic Strong back repair couplings	RC Fernco	ea	60	38.33	2299.80
8" Plastic to plastic Strong back repair couplings	RC Fernco	ea	20	56.89	1137.80
10" Plastic to plastic Strong back repair couplings	RC Fernco	ea	20	74.00	1480.00
4" Clay to plastic Strong back repair couplings	RC Fernco	ea	60	29.49	1769.40
6" Clay to plastic Strong back repair couplings	RC Fernco	ea	30	50.02	1500.60
8" Clay to plastic Strong back repair couplings	RC Fernco	ea	20	56.89	1137.80
10" Clay to plastic Strong back repair couplings	RC Fernco	ea	10	74.00	740.00
4" ACP to plastic Strong back repair couplings	RC Fernco	ea	20	29.44	588.80
6" ACP to plastic Strong back repair couplings	RC Fernco	ea	20	38.33	766.60
8" ACP to plastic Strong back repair couplings	RC Fernco	ea	10	56.89	568.90
10" ACP to plastic Strong back repair couplings	RC Fernco	ea	10	90.35	903.50
				Sub	$ 14,101.00
25" Manhole Cover marked "Sewer"			10	135.00	1350.00
25" Manhole Cover marked "Storm Drain"			10	135.00	1350.00
Manhole frame for 25" cover			10	135.00	1350.00
Manhole concrete raisers 25" x 4" thick			20	46.25	925.00
Manhole concrete raisers 25" x 6" thick			20	92.50	1850.00
3" and 4" combo Cleanout poppers			100	20.00	2000.00
4" SDR 26 22 bend			40	27.35	1094.00
4" SDR 26 45 bend			40	20.60	824.00
4" SDR double sweep cleanout			40	43.48	1739.20
4" PVC DWV X 4" SDR35 Solvent Weld Reducer Bushing (Sp x S)			200	5.18	1036.00
4" SDR 35 Female Adapter			100	7.23	723.00
4" ABS 22 bend			40	10.37	414.80
4" ABS 45 bend			40	8.62	344.80
6" x 4" SDR 26" wye			20	61.22	1224.40
8" x 4" SDR 26" wye			20	85.72	1714.40
ABS double sweep cleanout combo			100	19.93	1993.00
6" RI cover oval			10	212.50	2125.00
6" RI frame			10		
4" ABS to ABS couplings			50	4.65	232.50
4" ABS cleanout adapter female			100	7.42	742.00
				Sub	$ 23,032.10
				SEWER SUPPLIES SUB-TOTAL	37,133.10
				SALES TAX (9.25%)	3,434.81
				TOTAL BID	40,567.91

2021-2022
CONCRETE BOXES & LIDS
RFQ#WSSCBL52621
BID WORKSHEET

The Undersigned, as bidder, declares that the only person or parties interested in this RFQ as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that bidder and/or agent has carefully examined the location of the proposed work above described, that bidder and/or agent has examined the plans, terms and conditions and specifications therefore, and is familiar with all requirements, that bidder and/or agent has examined this Form and the provisions incorporated by reference herein; and bidder and/or agent hereby proposes, and agrees to the Contract apparatus, and other means of construction, and to do all the work and furnish all the materials in accordance with the scope of work in the time stated herein, for the unit price and/or lump sum price as follows:

CONCRETE BOXES & LIDS TOTAL: $20,453.45

SUB-TOTAL: $18,721.69

TAX (9.25%) $1,731.76

TOTAL COST (INCLUDING TAX – 9.25%):

twenty thousand four hundred fifty three dollars & 45/100
(Written Amount)

$20,453.45
(Numerical Amount)

DELIVERY CHARGE: 0

DELIVERY TURNAROUND TIME (# OF DAYS) _____

Company: R&B Company a Core & Main Co.

Contact Name: Joe Aliotti

Address: 1315 Main St. City / State: Oakley, Ca.

Signed: [signature] Title: Branch Manager Date: 5/26/21

Telephone: 925-679-8005 Fax: 925-679-8405

Email Address: joe.aliotti@coreandmain.com

NOTE: This Bid Worksheet must be completed and returned with all applicable attachments to the City. Any bid submitted absent this worksheet will not be considered.

OFFICER'S CERTIFICATE

CORE & MAIN LP

I, Mark R. Witkowski, Vice President & Chief Financial Officer of Core & Main LP (the "Company"), certify, solely on behalf of the Company and not individually, that I am Vice President & Chief Financial Officer of the Company, and that as such I am authorized to execute this certificate on behalf of the Company. I further certify as follows:

The following persons are authorized signatories on behalf of the Company, and the signature of any such person appearing opposite his/her name below is his/her true signature or a true facsimile thereof.

Title	Name of Officer	Signature
Chief Executive Officer	Stephen O. LeClair	
Vice President & Chief Financial Officer	Mark R. Witkowski	
Chief Human Resources Officer	Laura K. Schneider	
General Counsel and Secretary	Mark G. Whittenburg	
President, Fire Protection	Bradford A. Cowles	
President, Waterworks	John R. Schaller	

IN WITNESS WHEREOF, the Company has caused this certificate to be executed on its behalf by its Vice President & Chief Financial Officer on the 22nd day of August, 2019.

By:
Name: Mark R. Witkowski
Title: Vice President & Chief Financial Officer

BID WORKSHEET
CONCRETE BOXES & LIDS
2021 - 2022

DESCRIPTION	Order Code	QTY.	EA. PRICE	EXT. PRICE
FIBRELYTE LID	B-3	40	12.23	489.20
UTILITY BOX	B-9X	100	25.165	2516.00
FIBRELYTE LID	FL9XD	100	29.89	2989.00
DUAL METER BOX	B-24	5	40.88	204.40
REINFORCED CONCRETE LID WITH 7" x 13-1/2" READING LID	B-24-E	5	47.49	237.45
UTILITY BOX	B-30	10	36.88	368.80
REINFORCED CONCRETE LID WITH 7" x 13-1/2" READING LID	B-30-E	10	45.28	452.80
STEEL CHECKER PLATE WITH 8" ROUND SELF CLOSING READING LID	B-30-61-G	5	178.32	891.60
METER BOX	B-36	10	49.50	495.00
REINFORCED CONCRETE LID WITH 7" x 13 1/2" READING LID	B-36-F	10	52.90	529.00
STEEL CHECKER PLATE WITH 8" ROUND SELF CLOSING LID	B-36-61-G	5	217.78	1088.90
H20 BOX	B-1730	2	226.40	452.80
CHECKER PLATE H20 LOADING BOLT DOWN LID	B-1730-51JH	2	316.16	632.32
METER BOX	B-48	2	171.51	343.02
2 PC REINFORCED CONCRETE LID WITH 2 10" x 16" OVAL LID	B-48 M-2	2	108.60	217.20
VALVE BOX	G-5	20	32.47	649.40
C.I. LID WATER	G-5	25	23.46	586.50
BOX	FL-9	10	45.96	459.60
FIBRELYTE LID	FL-9D	10	29.89	298.90
10" x 16" CONCRETE OVAL LID	M10RLM	20	9.06	181.20
TRAFFIC VALVE BOX	G-12	10	127.42	1274.20
C.I. LID	G-12C	10	112.40	1124.00
UTILITY BOX	B-16	20	32.26	645.20
CONCRETE LID WITH READING LID	FL 16D	20	24.96	499.20
FIBRELYTE LID FOR B-16		20	52.35	1047.00
			SUB-TOTAL	18721.69
			SALES TAX (9.25%)	1731.76
			TOTAL	20,453.45

R&B COMPANY
A CORE & MAIN COMPANY

Bid Proposal for Copy of City of Pitts 2021/2022

CUSTOMER

CITY OF PITTSBURG
STOCK - UNION CITY
PITTSBURG, CA 94565

Job
Copy of City of Pitts 2021/2022
Bid Date: 05/26/2021
Bid #: 1835551

CONTACT

Sales Representative
Joe Aliotti
(M) 925-999-5017
(T) 925-679-8005
Joe.Aliotti@coreandmain.com

R&B
1315 Main St
Oakley, CA 94561
(T) 925-679-8005

NOTES

R&B COMPANY
A CORE & MAIN COMPANY

Bid Proposal for Copy of City of Pitts 2021/2022

CITY OF PITTSBURG
Bid Date: 05/26/2021
R&B 1835551

R&B
1315 Main St
Oakley, CA 94561
Phone: 925-679-8005

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
10	25	1-1/2 MTR FLNG DROP IN GASKET 1/8" NEOPRENE RUBBER	EA	1.27	31.75
20	25	2X1/8 DROP IN MTR GSK NEOPRENE	EA	1.45	36.25
30	15	3X1/8 FLG FF NEOPRENE GASKET	EA	2.42	36.30
40	15	4X1/8 FLG FF NEOPRENE GASKET	EA	3.10	46.50
50	5	6X1/8 FLG FF NEOPRENE GASKET	EA	4.12	20.60
60	15	10X1/8 FLG FF NEOPRENE GASKET	EA	7.79	116.85
70	25	1-1/2" BRASS MTR FLANGE NL (NO LEAD)	EA	26.00	650.00
80	25	2" BRASS METER FLANGE NO LEAD	EA	30.00	750.00
90	4	3 COMP FLG CI F/STL IMP	EA	19.85	79.40
100	4	4 COMP FLG CI F/STL IMP	EA	26.48	105.92
110	12	6 EBAA MEGALUG W/ACC 1106DSC STD MJ GSKT & 6 BOLTS/NUTS (3/4") INCLUDED, F/DI	SET	41.52	498.24
120	2	6 ZINC PLTD HEX BOLT & NUT KIT	EA	7.54	15.08
130	10	10 304SS HEX BOLT & NUT KIT	EA	46.40	464.00
140	40	6" 5/8" HYD B/O BOLT SET 6HOLE	EA	8.08	323.20
150	20	TCHRIENT WT-MLR36 36IN STAINLE SS STEEL METER BOX LID REMOVER	EA	30.76	615.20
160	20	RIDGID 31120 WRENCH; OFFSET 14	EA	61.11	1,222.20
170	12	RIDGID 31125 WRENCH; OFFSET 18	EA	90.00	1,080.00
180	12	4 3004P DI STARGRIP RESTR. (I) W/ACC - SGDPPK04	EA	31.38	376.56
190	20	6 MJ REGULAR ACC SET (I)	EA	24.80	496.00
200	15	2-1/2 BRASS CAP *LOW LEAD*	EA	28.64	429.60
210	8	2" MATCO 240T08HLF ANGLE GLOBE VALVE FIPXFIP W/HW NO LEAD	EA	87.99	703.92
220	3	4X2 MJ TAPT CAP C153 IMP	EA	38.92	116.76
230	3	8X2 MJ TAPT CAP C153 IMP	EA	74.05	222.15
240	3	6X2 MJ TAPT CAP C153 IMP	EA	53.27	159.81
250	10	3 304SS HEX BOLT & NUT KIT	EA	5.32	53.20
260	10	4 304SS HEX BOLT & NUT KIT	EA	11.19	111.90
270	10	6 304SS HEX BOLT & NUT KIT	EA	17.88	178.80
280	100	5# MAG ANODE W/20' #10 AWG/THHN BLK WIRE	EA	32.00	3,200.00
290	100	P-U KP-1-DB 1/2-1 BRZ GRD CLAM P	EA	3.75	375.00
				SUBTOTAL	**12,515.19**
300	5	CLOW 950 HYD 2-1/2X4-1/2 6H CI WHITE USA NO LEAD 5095531001040W9	EA	1,800.00	9,000.00
310	5	CLOW 960 HYD 6H WHITE (2)2-1/2 (1)4-1/2 5096551001040W9	EA	2,390.00	11,950.00
320	50	2-1/2 70 A1630172 CI PRO CAP	EA	64.00	3,200.00
330	20	A1630177 4-1/2" CI HYD CAP	EA	139.00	2,780.00
340	50	A1630711 CHAIN W/S-HOOK LOOP & CHAIN-CLOW 90 SERIES HYD	EA	13.00	650.00
350	1	6X42 CI MJ HYD BURY 6H	EA	302.00	302.00
360	1	6X24 CI MJ HYD BURY 6H	EA	284.00	284.00
370	1	6X30 CI MJ HYD BURY 6H	EA	290.00	290.00

Bid Proposal for Copy of City of Pitts 2021/2022

Bid #: 1835551

Seq#	Qty	Description	Units	Price	Ext Price
380	1	6X36 CI MJ HYD BURY 6H	EA	293.00	293.00
390	10	6X6 CI HYD B/O RISER 6H	EA	101.00	1,010.00
400	5	6X10 CI HYD B/O RISER 6H	EA	118.00	590.00
410	5	6X12 CI HYD B/O RISER 6H	EA	119.00	595.00
420	5	6X24 CI HYD B/O RISER 6H	EA	179.00	895.00
430	5	6X14 CI HYD B/O RISER 6H	EA	136.00	680.00
440	5	6X18 CI HYD B/O RISER 6H	EA	153.34	766.70
450	5	6X36 CI HYD B/O RISER 6H	EA	248.00	1,240.00
				SUBTOTAL	**34,525.70**
460	15	3/4 BRASS 90 NO LEAD (I)	EA	3.94	59.10
470	15	1 BRASS 90 NO LEAD (I)	EA	6.07	91.05
480	15	2 BRASS ST 90 NO LEAD (I)	EA	28.67	430.05
490	15	2 BRASS COUPLING NO LEAD (I)	EA	16.90	253.50
500	25	1X3/4 BRASS BUSHING NL (I) NO LEAD	EA	3.18	79.50
510	10	3/4X3 BRASS NIPPLE NO LEAD (I)	EA	3.64	36.40
520	10	3/4X4 BRASS NIPPLE NO LEAD (I)	EA	4.75	47.50
530	5	1-1/2X2 BRASS NIPPLE NL (I) NO LEAD	EA	6.73	33.65
540	5	1-1/2X4 BRASS NIPPLE NL (I) NO LEAD	EA	12.07	60.35
550	5	1-1/2X6 BRASS NIPPLE NL (I) NO LEAD	EA	17.83	89.15
560	10	2X3 BRASS NIPPLE NO LEAD (I)	EA	11.87	118.70
570	10	2X4 BRASS NIPPLE NO LEAD (I)	EA	15.53	155.30
580	10	2X6 BRASS NIPPLE NO LEAD (I)	EA	22.93	229.30
590	5	2X12 BRASS NIPPLE NO LEAD (I)	EA	45.18	225.90
600	6	2X24 BRASS NIPPLE NO LEAD (I)	EA	97.25	583.50
610	5	2X36 BRASS NIPPLE NO LEAD (I)	EA	145.47	727.35
620	10	2XCL BRASS NIPPLE NO LEAD (I)	EA	9.53	95.30
630	20	2 HARD K COPPER TUBE 20'	FT	20.11	402.20
				SUBTOTAL	**3,717.80**
640	5	F1-939-20 8X20 REP CLP 8.99-9.39 OD	EA	159.00	795.00
650	5	F1-939-12.5 8X12-1/2 REP CLP 8.99-9.39 OD	EA	94.00	470.00
660	5	F1-535-20 4X20 REP CLP 4.95-5.35 OD	EA	131.00	655.00
670	5	F1-473-12.5 3-4X12-1/2 REP CLP 4.45-4.73 OD	EA	77.00	385.00
680	5	F1-535-7.5 4X7-1/2 REP CLP 4.95-5.35 OD	EA	54.00	270.00
690	5	F1-535-12.5 4X12-1/2 REP CLP 4.95-5.35 OD	EA	78.00	390.00
700	10	F1-724-20 6X20 REP CLP 6.84-7.24 OD	EA	143.00	1,430.00
710	5	F1-473-20 3-4X20 REP CLP	EA	136.00	680.00
720	5	F1-473-10-CC4 3-4X10 REP CLP	EA	76.00	380.00
730		**W/ 1" CC TAP**			
740	5	F1-535-125-CC4 4 X12.5 REP CLP	EA	96.00	480.00
750		**W/ 1" CC TAP**			
760	5	F1-745-10-CC4 6X10 REP CLP	EA	92.00	460.00
770		**W/ 1" CC TAP**			
780	3	FBC-710 6 BELL JT REP CLP 6.90-7.10 OD	EA	88.00	264.00
790	10	F1-939-10-CC4 8X10 REP CLP	EA	97.00	970.00
800		**W/ 1" CC TAP**			
810	10	F1-939-12.5 8X12-1/2 REP CLP 8.99-9.39 OD	EA	94.00	940.00
820	5	F1-1215-12.5 10X12-1/2 REP CLP 11.75-12.15 OD	EA	121.00	605.00
830	5	F1-1350-15 12X15 REP CLP 13.10-13.50 OD	EA	153.00	765.00
840	15	F1-745-12.5 6X12-1/2 REP CLP 7.05-7.45 OD	EA	92.75	1,391.25
850	2	FBC-930 8 BELL JT REP CLP 9.05-9.30 OD	EA	114.00	228.00
860	2	FBC-1140 10 BELL JT REP CLP 11.10-11.40 OD	EA	143.00	286.00

Bid Proposal for Copy of City of Pitts 2021/2022

Bid #: 1835551

Seq#	Qty	Description	Units	Price	Ext Price
				SUBTOTAL	**11,844.25**
870	8	860-54-0108-16 4 HYMAX 2 FLIP CPLG 4.25-5.00 LR 4.92-5.63 HR OD	EA	163.00	1,304.00
880	8	860-54-0163-16 6 HYMAX 2 FLIP CPLG 6.42-7.05 LR 7.01-7.68 HR OD	EA	216.00	1,728.00
890	8	860-54-0217-16 8 HYMAX 2 FLIP CPLG 8.54-9.17 LR 9.13-9.84 HR OD	EA	244.00	1,952.00
900	5	860-56-0272-16 10 HYMAX CPLG 10.70-11.37 LR 11.33-12.00 HR OD	EA	314.00	1,570.00
910	5	860-54-0315-16 12 HYMAX 2 FLIP CPLG 12.40-13.03 LR 12.99-13.66 HR OD	EA	370.00	1,850.00
920	1	860-56-0378-16P 14 HYMAX CPLG 15.00-16.10 LR 16.02-17.10 HR OD	EA	1,005.00	1,005.00
				SUBTOTAL	**9,409.00**
930	100	4 PVC C900 DR18 PIPE (G) 20' BLU PC235	FT	4.09	409.00
940	100	6 PVC C900 DR18 PIPE (G) 20' BLU PC235	FT	8.27	827.00
950	100	8 PVC C900 DR18 PIPE (G) 20' BLU PC235	FT	14.23	1,423.00
960	100	10 PVC C900 DR18 PIPE (G) 20' BLU PC235	FT	21.34	2,134.00
970	100	12 PVC C900 DR18 PIPE (G) 20' BLU PC235	FT	30.08	3,008.00
980	40	14 PVC C900 DR18 PIPE (G) 20' BLU PC235	FT	38.35	1,534.00
				SUBTOTAL	**9,335.00**
990		**SEWER SUPPLES**			
1000	60	MR56 44 ARC 4 CI/PLXCI/PL CPLG SHEAR RING	EA	20.13	1,207.80
1010	60	MR56 66 ARC 6 CI/PLXCI/PL CPLG SHEAR RING	EA	38.33	2,299.80
1020	20	MR56 88 ARC 8 CI/PLXCI/PL CPLG SHEAR RING	EA	56.89	1,137.80
1030	20	MR56 1010 ARC 10 CI/PLXCI/PL CPLG SHEAR RING	EA	74.00	1,480.00
1040	60	MR02 44 ARC 4 CLAYXCI/PL CPLG SHEAR RING	EA	29.49	1,769.40
1050	30	MR02 66 ARC 6 CLAYXCI/PL CPLG SHEAR RING	EA	50.02	1,500.60
1060	20	MR02 88 ARC 8 CLAYXCI/PL CPLG SHEAR RING	EA	56.89	1,137.80
1070	10	MR02 1010 ARC 10 CLAYXCI/PL CPLG SHEAR RING	EA	74.00	740.00
1080	20	MR51 44 ARC 4 AC/DIXCI/PL CPLG SHEAR RING	EA	29.44	588.80
1090	20	MR51 66 ARC 6 AC/DIXCI/PL CPLG SHEAR RING	EA	38.33	766.60
1100	10	MR51 88 ARC 8 AC/DIXCI/PL CPLG SHEAR RING	EA	56.89	568.90
1110	10	MR51 1010 ARC 10 AC/DIXCI/PL CPLG SHEAR RING	EA	90.35	903.50
				SUBTOTAL	**14,101.00**
1120	10	SBF 1900 MANHOLE COVER M/SS BPH	EA	135.00	1,350.00
1130	10	SBF 1900 MANHOLE COVER M/S-D	EA	135.00	1,350.00
1140	10	SBF 1900 MH FRAME	EA	135.00	1,350.00
1150	20	24X3" CONRETE GRADE RING	EA	46.25	925.00
1160	20	24"X6" CONCRETE GRADE RING	EA	92.50	1,850.00
1170	100	JSC S62304 3X4 SEWER POPPER	EA	20.00	2,000.00
1180	40	4 HW SWR SDR26 22-1/2 GXG	EA	27.35	1,094.00
1190	40	4 HW SWR SDR26 45 GXG	EA	20.60	824.00
1200	40	4 SDR26 GXG 2WAY CLEANOUT TEE	EA	43.48	1,739.20
1210	200	4 DWV SPIGOT X SDR35 HUB ADAPT	EA	5.18	1,036.00
1220	100	4 SDR35 CLEANOUT ADPT HXF L/PL	EA	4.50	450.00
1230	100	4 PVC SWR CLEANOUT PLUG MIPT	EA	2.73	273.00
1240	40	4 ABS DWV 22-1/2 BEND HXH	EA	10.37	414.80
1250	40	4 ABS DWV 45 BEND HXH	EA	8.62	344.80
1260	20	6X4 HW SWR SDR26 WYE GXG	EA	61.22	1,224.40
1270	20	8X4 HW SWR SDR26 WYE GXG	EA	85.72	1,714.40
1280	100	4 ABS DWV T-WYE HXH	EA	19.93	1,993.00
1290	10	6" RODDING INLET	EA	212.50	2,125.00
1300	50	4 ABS DWV CPLG HXH	EA	4.65	232.50
1310	100	4 ABS DWV FIPT ADPT HXFIPT	EA	7.42	742.00
				SUBTOTAL	**23,032.10**

R&B COMPANY
A CORE & MAIN COMPANY

Bid Proposal for Copy of City of Pitts 2021/2022

Bid #: 1835551

Seq#	Qty	Description	Units	Price	Ext Price
1320		**CONCRETE BOXES & LIDS**			
1330	40	B03D CONC LID MK: *WATER*	EA	12.23	489.20
1340	100	B9X CONC METER BOX BODY ONLY	EA	25.65	2,565.00
1350	100	FL09 D LID MARKED WATER W/THRU PICK HOLE 02001250	EA	29.89	2,989.00
1360	5	B24 DUAL MTR BOX 18X19-1/2"	EA	40.88	204.40
1370	5	B24E REIN. CONC. LID M/WATER W/7"X13 1/2" CONC RDR LID	EA	47.49	237.45
1380	10	N30 CONC ELEC BOX 13X24 #5	EA	36.88	368.80
1390	10	B30E REINFORCED LID M/WATER	EA	45.28	452.80
1400	5	B30-61G STL CHECKER PLATE W/8" ROUND,SELF CLOSING,READING LID	EA	178.32	891.60
1410	10	N36 CONC ELEC BOX 17X30 #6	EA	49.50	495.00
1420	10	B36E REIN.CONC.LID M/WATER W/ 7"X13 1/2" CONC. READING LID	EA	52.90	529.00
1430	5	B36-61G STL CHECKER PLATE W/8" ROUND,SELF CLOSING,READING LID	EA	217.78	1,088.90
1440	2	B1730 H20 CONC CHRISTY BOX	EA	226.40	452.80
1450	2	B1730-51JH CHECKER STL LID WATER	EA	316.16	632.32
1460	2	B48 CONC UTILITY BOX-CHRISTY	EA	171.51	343.02
1470	2	B48M2 2PC REIN.CONC.LID M/WTR 2 M10RLM 10X16 CONCRETE OVALS	EA	108.60	217.20
1480	20	G5 CONC TRAFFIC VALVE BOX	EA	32.47	649.40
1490	25	G-5C LID "WATER"	EA	23.46	586.50
1500	10	FL09T FIBRELYTE BOX BOX	EA	45.96	459.60
1510	10	FL09D FIBRELYTE LID WATER 02001250	EA	29.89	298.90
1520	20	M10RL 10X16 CONC OVAL LID MK: WATER W/READER IMP	EA	9.06	181.20
1530	10	G-12 CONC VALVE BOX	EA	127.42	1,274.20
1540	10	G12C CAST IRON LID WATER	EA	112.40	1,124.00
1550	20	B16 CONC UTILITY BOX-CHRISTY	EA	32.26	645.20
1560	20	B16D REIN.CONC.LID M/WATER	EA	24.96	499.20
1570	20	FL16DW FIBERLYTE LID WATER	EA	52.35	1,047.00
				SUBTOTAL	**18,721.69**
				Sub Total	**137,201.73**
				Tax	0.00
				Total	**137,201.73**

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute a Contract for Automatic Meter Reading Supplies

MEETING DATE: July 19, 2021

EXECUTIVE SUMMARY

The City's water system distributes potable water to approximately 18,750 residential, commercial, industrial, and institutional customers. Public Works crews maintain the water meters and purchase necessary supplies under an annual contract with vendor Badger Meter (formerly National Meter and Automation) of Milwaukee, WI. If approved, the resolution will allocate funds and authorize a contract with Badger Meter for the purchase of water meters and related supplies.

FISCAL IMPACT

If approved, the resolution would authorize allocation of $325,000 from Water Operating Fund (Fund 501) to the Automatic Water Meter Reading System Project (Project 5030) for a total budget of $325,000. This is an appropriate use of these funds.

RECOMMENDATION

City Council adopt the attached Resolution allocating $325,000 from Water Operating Funds (Fund 501) to the Automatic Water Meter Reading System Project (Project 5030) and authorize the City Manager to negotiate and execute a contract with Badger Meter for Automatic Meter Reading Products in the amount of $325,000.

BACKGROUND

The City's Public Works Department operates a Water System that distributes potable water to approximately 18,750 residential, commercial, industrial, and institutional customers. Part of the Water System includes a Badger Automatic Meter Reading (AMR) system that improves the ability to identify water accounts where there are leaks. The AMR system also offers the benefits of assisting customers with water conservation.

On June 21, 2021, the City Council approved Resolution 21-13944 approving the City's Five-Year Capital Improvement Program for FY 2021/22 through FY 2025/26 and allocating funds to capital projects, including the AMR system project. There are sufficient funds available in the Water Operating Funds (Fund 501). The AMR Project installs 1,500 to 1,700 Badger AMR meters each year, eventually replacing all 18,750 existing meters. To date, the project is approximately 95% complete with approximately 1,175 meters are left to convert.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

With an AMR system, meter readings and event data are transmitted via radio frequency to a mobile receiver during drive-by or walk-by reading. This data then synchronizes with the City's billing system. Public Works Department staff will continue to install Badger AMR meters and products to update the water system, help identify the detection of water customer leaks sooner and to provide a better tool for water conservation.

Badger Meter, Inc., (formerly National Meter and Automation) is the sole Badger product distributor for the City's AMR system, and no other manufacturer makes a meter compatible with the City's system. Badger has offered to sell the products this year at a five percent increase over last year's prices.

Staff recommends the City Council approve the attached resolution authorizing the City Manager to allocate funds and execute a contract with Badger Meter for purchase of Automatic Meter Reading Products in the amount of up to $325,000, at a unit price of no more than five percent higher than last year.

ATTACHMENTS: Resolution
Proposal from Badger

Report Prepared By: Natasha Farmer, Public Works Administrative Analyst I

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Negotiate)
and Execute a Contract for Automatic Meter) RESOLUTION NO. 21-
Reading Products with Badger Meter, Inc.)

WHEREAS, the Public Works Department operates a Water System that distributes potable water to approximately 18,750 residential, commercial, industrial, and institutional customers; and,

WHEREAS, City Council approved funding in the Capital Improvement Program in the amount of $325,000 for FY 2021-22 for Automatic Meter Reading (AMR) Project (Project 5030); and,

WHEREAS, sufficient funds are available in the Water Operating Fund (Fund 501); and,

WHEREAS, an AMR system offers the benefits of assisting customers with water conservation and improving system efficiency and customer service; and,

WHEREAS, the project is for the conversion of existing meters to AMR radio read system with approximately 1500 to 1700 Badger AMR meters installed each Fiscal Year through this project; and,

WHEREAS, approximately 95% of the water meter system has been replaced with AMRs; and,

WHEREAS, Badger Meter, Inc., is the sole manufacturer and distributor for Badger AMRs, and only Badger AMRs are compatible with the existing system, therefore rendering competitive bidding futile.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Pittsburg hereby authorizes the City Manager to negotiate and execute a contract with Badger Meter, Inc., in the amount of $325,000, at unit prices no more than 5 percent higher than last year's, for Automatic Meter Reading Products for FY 2021-2022.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of July 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Badger Meter

4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837

May 04, 2021

Ralph Cones
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

RE: AMR/AMI – Water Meter Proposal 2021-2022

Dear Mr. Cones:

In response to your request for an extension of the aforementioned contract, please be advised that Badger Meter will extend said contract for an additional one-year period subject to a five percent price increase. The increase that has been applied is due to the raise in cost of raw materials. The extension pricing will be valid July 1, 2021 through June 30, 2022 with all other terms and conditions remaining the same.

As requested, pricing for a hydrant meter, AMR registers (55,120,160,170,200,450,1000,2000), and Compound AMR registers for 3", 4", and 6" Compound Series meters has been added.

Please provide the City of Pittsburg's extension acceptance by email to bids@badgermeter.com and if needed, please forward any additional forms to be executed.

In the event you have any questions regarding this correspondence, or if additional documentation is required, I can be reached by telephone at 800-876-3837 x17290 or via email at bids@badgermeter.com. Additionally, you may contact your Account Manager, Brian Helphand, via email at bhelphand@badgermeter.com or by phone at 916-521-0390.

We appreciate the opportunity to continue to support your metering needs.

Sincerely,

BADGER METER, INC.

K. Fleming

Korrine Fleming
Assistant Secretary

CONFIDENTIALITY STATEMENT

The information contained herein is to be considered confidential and proprietary to the extent allowable by law. © 2021 Badger Meter, Inc. All rights reserved.

PRICING

AMR/AMI – Water Meter Proposal 2021-2022

Product Description	Unit Price through 6/30/21	Unit Price from 7/1/21 to 6/30/22
Model 25 5/8" x 3/4" low lead meter with Bronze bottom, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	$172.16	$180.77
Model 55 1" low lead meter with Bronze bottom, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	$218.86	$229.80
Model 120 1.5" low lead meter elliptical long, drilled, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	$385.19	$404.45
Model 170 2" low lead meter, elliptical long, drilled, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	$510.37	$535.89
Turbo Series meter 1.5" elliptical with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	$629.76	$661.25
Turbo Series meter 2" elliptical with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	$711.33	$746.90
Turbo Series meter 3" round with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	$822.33	$863.45
Turbo Series meter 4" round with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	$1,167.00	$1,225.35
Turbo Series meter 6" round with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	$2,651.24	$2,783.80
Turbo Series meter 8" round with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	$2,862.00	$3,005.10
Turbo Series meter 10" round with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	$3,891.40	$4,085.97
M2000 Flanged Mag meter 12" with hard rubber liner, 150lb cast steel flanges, standard lay length, 316SS Grounding rings, meter mounted amplifier	$5,920.42	$6,216.44
External Plate Strainer 2" Elliptical Strainer with drain plug	$296.92	$311.77
External Plate Strainer 3" Round Strainer with drain plug	$445.37	$467.64
External Plate Strainer 4" Round Strainer with drain plug	$593.82	$623.51
External Plate Strainer 6" Round Strainer with drain plug	$816.50	$857.33
External Plate Strainer 8" Round Strainer with drain plug, Zinc plated bolts, nuts and & std black gaskets	$1,385.59	$1,454.87
External Plate Strainer 10" Round Strainer with drain plug, Zinc plated bolts, nuts and & std black gaskets	$2,622.72	$2,753.86
Model 25 5/8" x 3/4" low lead meter with Bronze bottom, less connections, Local Register in cubic feet, plastic lid/plastic shroud, no AMR	$50.83	$53.37
Model 55 1" low lead meter with Bronze bottom, less connections, Local Register in cubic feet, plastic lid/plastic shroud, no AMR	$98.18	$103.09
Model 120 1.5" low lead meter elliptical long, drilled, less connections, local register in cubic feet, plastic lid/plastic shroud, No AMR	$261.15	$274.21
Model 170 2" low lead meter elliptical long, drilled, with or without test plug, less connections, local register in cubic feet, plastic lid/plastic shroud, No AMR	$386.00	$405.30
3” Compound Series low lead meter. less connections, less strainer with (2) 6-dial HRE encoders registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	$1,832.42	$1,924.04
4” Compound Series low lead meter. less connections, less strainer with (2) 6-dial HRE encoders registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	$2,747.42	$2,884.79
6” Compound Series low lead meter. less connections, less strainer with (2) 6-dial HRE encoders registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	$3,868.42	$4,061.84
FIRE HYDRANT, 3" AL RED, 316SS-1, SN YR 9D HE		$790.00
REG 4, M25, HR-E INTG, ORION SE TRAD, PL LID/SHRD-		$140.00
REG 4, M55, HR-E INTG, ORION SE TRAD, PL LID/SHRD-		$140.00
REG 4, M120, HR-E INTG, ORION SE TRAD, PL LID/SHRD		$140.00
REG 4, M170- 2", HR-E INTG, ORION SE TRAD, PL LID/		$140.00
REG 4, 2"TSM, HR-E INTG, ORION SE TRAD, PL LID/SHR		$140.00
REG 4, 3"TSM, HR-E INTG, ORION SE TRAD, PL LID/SHR		$140.00
REG 4, 4"TSM, HR-E INTG, ORION SE TRAD, PL LID/SHR		$140.00
REG 4, 6"TSM, HR-E INTG, ORION SE TRAD, PL LID/SHR		$140.00
REG 4, 3"CSM LO, HR-E Intg, ORION SE Trad, PL Lid/ Shrd-GRY, Trx Scrw, 6D-1 FT3, SN YR 8D in/out/PB B shrd, Pit Intg-No Instl Kit, Intg-3ft, Grnd/Ocea n-Pause, BMI STD		$140.00
REG 4, 3"CSM HI, HR-E Intg, ORION SE Trad, PL Lid/ Shrd-GRY, Trx Scrw, 6D-10 FT3, SN YR 8D in/out/P BB shrd, Pit Intg-No Instl Kit, Intg-3ft, Grnd/Oce an-Pause, BMI STD		$140.00
REG 4, 4"CSM LO, HR-E Intg, ORION SE Trad, PL Lid/ Shrd-GRY, Trx Scrw, 6D-1 FT3, SN YR 8D in/out/PB B shrd, Pit Intg-No Instl Kit, Intg-3ft, Grnd/Ocea n-Pause, BMI STD		$140.00
REG 4, 4"CSM HI, HR-E Intg, ORION SE Trad, PL Lid/ Shrd-GRY, Trx Scrw, 6D-10 FT3, SN YR 8D in/out/P BB shrd, Pit Intg-No Instl Kit, Intg-3ft, Grnd/Oce an-Pause, BMI STD		$140.00
REG 4, 6"CSM LO, HR-E Intg, ORION SE Trad, PL Lid/ Shrd-GRY, Trx Scrw, 6D-1 FT3, SN YR 8D in/out/PB B shrd, Pit Intg-No Instl Kit, Intg-3ft, Grnd/Ocea n-Pause, BMI STD		$140.00
REG 4, 6"CSM HI, HR-E Intg, ORION SE Trad, PL Lid/ Shrd-GRY, Trx Scrw, 6D-100 FT3, SN YR 8D in/out/ PBB shrd, Pit Intg-No Instl Kit, Intg-3ft, Grnd/Oc ean-Pause, BMI STD		$140.00

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

LITERATURE

Badger Meter | HR-E High Resolution Encoder

DESCRIPTION

Applications: The High Resolution Encoder (HR-E) is designed for use with all current Recordall® Disc, Turbo, Compound, Combo and Fire Series meters and assemblies. The HR-E provides connectivity with Badger Meter ORION® and GALAXY® AMR/AMI endpoints, BadgerTouch® modules and other AMR/AMI technology solutions approved by Badger Meter.

Electronic Resolution: Encoder output from the HR-E includes eight-dial resolution to AMR/AMI endpoints and the option of four, five, six, seven or eight-dial resolution for touch applications. Refer to tables on the next page for details.

Mounting: The HR-E in its shroud assembly uses a bayonet mount compatible with all Recordall Disc, Turbo, Compound and Fire Series meters and assemblies. The bayonet mount allows positioning of the register in any of four orientations for visual reading convenience. The HR-E can be removed from the meter without disrupting water service.

Magnetic Drive: A direct-drive, high-strength magnetic coupling, through the meter body to the wetted magnet, provides reliable and dependable register coupling.

Local Indication: The HR-E face features an eight-dial mechanical odometer wheel stack and a flow finder with a calibrated test circle.

Tamper-Resistant Features: Unauthorized removal of the HR-E is inhibited by the option of a tamper detection seal wire screw, tamper-resistant TORX® seal screw, or the proprietary tamper-resistant keyed seal screw. Each can be installed at the meter site or at the factory.

Construction: The housing of the HR-E is constructed of a strengthened glass lens top and a corrosion-resistant metal bottom. Internal construction materials are thermoplastic for long life and high reliability. The encoder gearing is self-lubricating thermoplastic to minimize friction and provide long, reliable life. The shroud assembly is thermoplastic.

Temperature: The operating range of the HR-E is – 40…140° F (– 40…60° C). The water meter should not be subjected to temperatures below freezing.

Sealing: The HR-E encoder is permanently sealed to eliminate the intrusion of moisture, dirt or other contaminants. The HR-E achieves true water resistance due the unique adhesive technology used to seal the glass dome to the corrosion-resistant metal bottom. Due to this sealing process, the HR-E exceeds all applicable requirements of AWWA Standard C707. With leak rates less than 10-6 cc/sec, as tested by a helium mass spectrometer, the HR-E is suitable for installation in all environments, including meter pits subject to continuous submergence.

Electrical: The electronic circuitry is designed to provide immunity to electrical surges and transients per IEC1000-4-2, IEC1000-4-4. Operation of the HR-E is dependent on the wire length limitations of connected AMR/AMI equipment.

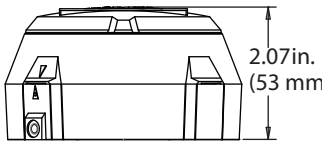
SPECIFICATIONS

Encoder Type	Straight reading, permanently sealed, magnetic drive
Unit of Measure	U.S. Gallons, Cubic Feet, Cubic Meters, clearly identified on encoder face
Number Wheels	Eight with 5/32 inch high numerals
Test Circle	360° circle with ten major increments, ten divisions each
Weight	10 ounces
Humidity	0…100% condensing when equipped with potted lead wire, 0…95% non-condensing with screw-terminal wire connections
Temperature	– 40…140° F (– 40…60° C)
Signal Output	Industry Standard ASCII Format
Visual Resolution	1/100th of Test Circle
Electronic Resolution	8-dial resolution for AMR/AMI; 4, 5, 6, 7 or 8-dial resolution for BadgerTouch
Signal Type	3-wire synchronous for AMR/AMI solutions (red=clock/power, black=ground, green=data) 2-wire asynchronous for Touch solutions
Power Source	External

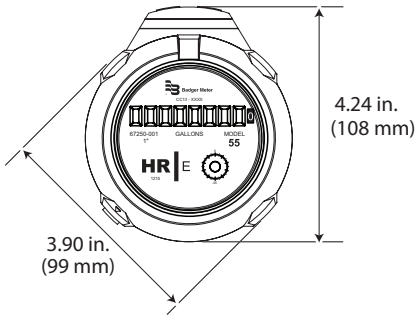
Operating Characteristics: The reading obtained by an AMR/AMI device is sensed directly from the position of the encoder's odometer using internal LED light paths to determine the exact position of each number wheel. This technology eliminates electromechanical contacts that could wear out, and provides greater long-term performance.

Wire Connections: The HR-E is available with an in-line connector for easy connection and installation to AMR/AMI endpoints. It is also available with a flying lead for a field splice connection or fully prewired to an AMR/AMI endpoint. A terminal screw version of the HR-E is also available. This version features a tamper-resistant cap over the three-wire terminals. The HR-E with terminal screws is designed for indoor installations in protected environments such as residential basements.

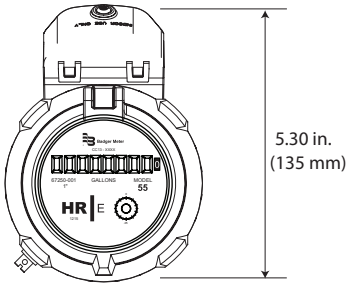
DIMENSIONAL DRAWINGS



Side view



With wire lead



With terminal screws

Top view

MEASUREMENT RESOLUTION

The minimum electronic resolution of the HR-E is as noted below (8-Dial Reading). To verify the correct resolution for your application, contact Badger Meter Customer Service.

Recordall Disc Series	Size (in.)	8-Dial Resolution (gal)	8-Dial Resolution (ft^3)	8-Dial Resolution (m^3)
M25/MLP	5/8	0.1	0.01	0.001
M25/MLP	3/4	0.1	0.01	0.001
M35	3/4	0.1	0.01	0.001
M40	1	0.1	0.01	0.001
M55	1	0.1	0.01	0.001
M70	1	0.1	0.01	0.001
M120	1-1/2	1	0.1	0.01
M170	2	1	0.1	0.01

Fire Service Series	8-Dial Resolution (gal)	8-Dial Resolution (ft^3)	8-Dial Resolution (m^3)
3 in.	1	0.1	0.01
4 in.	1	0.1	0.01
6 in.	10	1	0.1
8 in.	10	1	0.1
10 in.	10	1	0.1

Recordall Turbo Series	Size (in.)	8-Dial Resolution (gal)	8-Dial Resolution (ft^3)	8-Dial Resolution (m^3)
T160	1-1/2	1	0.1	0.01
T200	2	1	0.1	0.01
T450	3	1	0.1	0.01
T1000	4	1	0.1	0.01
T2000	6	10	1	0.1
T3500	8	10	1	0.1
T5500	10	10	1	0.1
T6200	12	100	10	0.1
T6600	16	100	10	1
T10000	20	100	100	1

Recordall Compound Series	Size (in.)	8-Dial Resolution (gal)	8-Dial Resolution (ft^3)	8-Dial Resolution (m^3)
High Side T200	2	1	0.1	0.01
Low Side M25	2	0.1	0.01	0.001
High Side T450	3	1	0.1	0.01
Low Side M25	3	0.1	0.01	0.001
High Side T1000	4	1	0.1	0.01
Low Side M35	4	0.1	0.01	0.001
High Side T2000	6	10	1	0.1
Low Side M35	6	0.1	0.01	0.001

Resolution stated as individual high and low readings.

Making Water Visible®

Making Water Visible, BadgerTouch, GALAXY, ORION and Recordall are registered trademarks of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities. Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2017 Badger Meter, Inc. All rights reserved.

www.badgermeter.com

The Americas | Badger Meter | 4545 West Brown Deer Rd | PO Box 245036 | Milwaukee, WI 53224-9536 | 800-876-3837 | 414-355-0400
México | Badger Meter de las Americas, S.A. de C.V. | Pedro Luis Ogazón N°32 | Esq. Angelina N°24 | Colonia Guadalupe Inn | CP 01050 | México, DF | México | +52-55-5662-0882
Europe, Eastern Europe Branch Office (for Poland, Latvia, Lithuania, Estonia, Ukraine, Belarus) | Badger Meter Europe | ul. Korfantego 6 | 44-193 Knurów | Poland | +48-32-236-8787
Europe, Middle East and Africa | Badger Meter Europa GmbH | Nurtinger Str 76 | 72639 Neuffen | Germany | +49-7025-9208-0
Europe, Middle East Branch Office | Badger Meter Europe | PO Box 341442 | Dubai Silicon Oasis, Head Quarter Building, Wing C, Office #C209 | Dubai / UAE | +971-4-371 2503
Slovakia | Badger Meter Slovakia s.r.o. | Racianska 109/B | 831 02 Bratislava, Slovakia | +421-2-44 63 83 01
Asia Pacific | Badger Meter | 80 Marine Parade Rd | 21-06 Parkway Parade | Singapore 449269 | +65-63464836
China | Badger Meter | 7-1202 | 99 Hangzhong Road | Minhang District | Shanghai | China 201101 | +86-21-5763 5412
Switzerland | Badger Meter Swiss AG | Mittelholzerstrasse 8 | 3006 Bern | Switzerland | +41-31-932 01 11

Badger Meter

HR-E

High Resolution Encoder

PRODUCTS COVERED

This Badger Meter warranty shall apply to the High Resolution Encoder (HR-E) ("Product"), sold on or after June 3, 2014. This warranty is not transferable and is extended only to utilities, municipalities, other commercial users and authorized distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter warrants the Product to be free from defects in materials and workmanship appearing within ten (10) years and six (6) months after shipment from Badger Meter.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. The Badger Meter obligation hereunder shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing the original Product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by parties other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with Badger Meter instructions. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in the Badger Meter Product technical literature or which have been subject to vandalism, negligence, accident, acts of God, alteration, improper installation, operation or repair, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE **(except warranties of Title).**

Any description of Product, whether in writing or made orally by Badger Meter or its agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or its agents regarding use, application or suitability of Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

Badger Meter liability with respect to breaches of the foregoing warranty shall be limited as stated therein. Badger Meter liability shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

Making Water Visible®

MAKING WATER VISIBLE is a registered trademark of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities. Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2014 Badger Meter, Inc. All rights reserved.

www.badgermeter.com

The Americas | Badger Meter | 4545 West Brown Deer Rd | PO Box 245036 | Milwaukee, WI 53224-9536 | 800-876-3837 | 414-355-0400
México | Badger Meter de las Americas, S.A. de C.V. | Pedro Luis Ogazón N°32 | Esq. Angelina N°24 | Colonia Guadalupe Inn | CP 01050 | México, DF | México | +52-55-5662-0882
Europe, Middle East and Africa | Badger Meter Europa GmbH | Nurtinger Str 76 | 72639 Neuffen | Germany | +49-7025-9208-0
Europe, Middle East Branch Office | Badger Meter Europe | PO Box 341442 | Dubai Silicon Oasis, Head Quarter Building, Wing C, Office #C209 | Dubai / UAE | +971-4-371 2503
Czech Republic | Badger Meter Czech Republic s.r.o. | Mařikova 2082/26 | 621 00 Brno, Czech Republic | +420-5-41420411
Slovakia | Badger Meter Slovakia s.r.o. | Racianska 109/B | 831 02 Bratislava, Slovakia | +421-2-44 63 83 01
Asia Pacific | Badger Meter | 80 Marine Parade Rd | 21-06 Parkway Parade | Singapore 449269 | +65-63464836
China | Badger Meter | 7-1202 | 99 Hangzhong Road | Minhang District | Shanghai | China 201101 | +86-21-5763 5412

Badger Meter

Recordall® Turbo Series Meter

Model 450 Fire Hydrant Meter, 3"

DESCRIPTION

The Badger Meter Model 450 fire hydrant meter is designed for use in measuring potable cold water from a fire hydrant or other non-permanent installation where flow is in one direction.

Operation

Water flows into the meter's measuring element where flow readings are obtained by rotor revolutions transmitted by magnetic drive coupling through the meter's cover plate to the sealed register. Magnetic drive is achieved by a right angle worm drive, coupling the rotor to the vertical transmission spindle. A ceramic magnet on the spindle rotates around the vertical axis. Through the magnetic coupling, rotor rotation is transmitted to a follower magnet which transmits rotation to the register gearing.

Operating Performance

The Model 450 fire hydrant meters meet or exceed registration accuracy for the low flow rate, normal operating flow rate, and maximum continuous operation flow rate as specifically stated in AWWA Standard C701.

Construction

The Model 450 fire hydrant meter construction consists of three basic components: meter housing, measuring element, and permanently sealed register. The housing is light-weight heat treated aluminum alloy, compact and easy to handle.
The measuring element consists of the transmission coupling, measuring element insert, rotor, straightening vane, and calibration vane assembly. The straightening vanes minimize swirl from piping arrangements upstream.

Magnetic Drive

Direct magnetic drive, through the use of high-strength magnets, provides positive, reliable and dependable register coupling.

Restriction Plate

A permanent orifice, positioned in the outlet side of the meter housing, limits the maximum flow of water through the meter. This is provided to protect the measuring element from overspeeding when the meter discharges to atmosphere.

Sealed Register

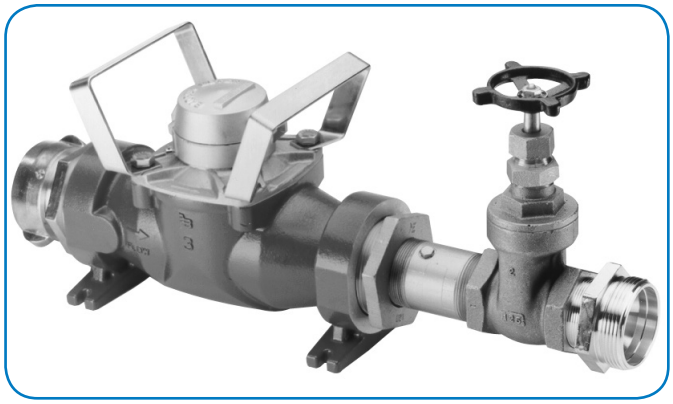
The standard register consists of a straight-reading odometer-type totalization display, 360° test circle with center sweep hand and flow finder to detect leaks. Register gearing consists of self-lubricating thermoplastic gears to minimize friction and provide long life. Permanently sealed; dirt, moisture, tampering and lens fogging problems are eliminated. Multi-position register simplifies meter installation and reading.

Tamper-Resistant Features

Removal of the register to obtain free water is prevented when the tamper detection seal wire screw or TORX® tamper-resistant seal screw is added to the meter. A tamper-resistant calibration plug seal provides protection from unauthorized personnel use.

Strainer

A compression fit double layer stainless steel strainer is installed in the inlet housing tube. The strainer insures optimum long-term field performance.



Maintenance

The Model 450 fire hydrant meters are designed and manufactured to provide long-term service with minimal maintenance. When maintenance is required, it can be performed easily either at the meter installation or at any other convenient location. As an alternative to repair by the utility, Badger Meter offers various maintenance and meter component exchange programs to fit the needs of the utility.

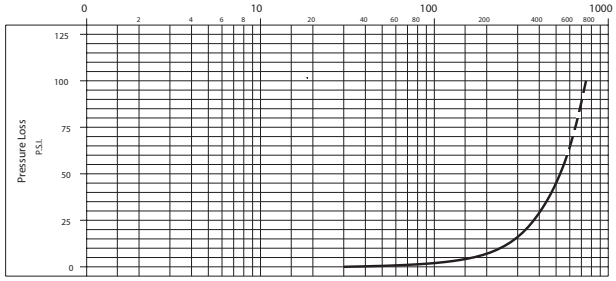
Hose Couplings

The meter is available with standard (2-1/2" – 7-1/2 NST) fire hose swivel couplings, unless otherwise specified. Complete thread specifications (listed on the back page of this document) must be furnished for special fire hose fittings.

Options: 2" or 2-1/2" gate valve, check valve.

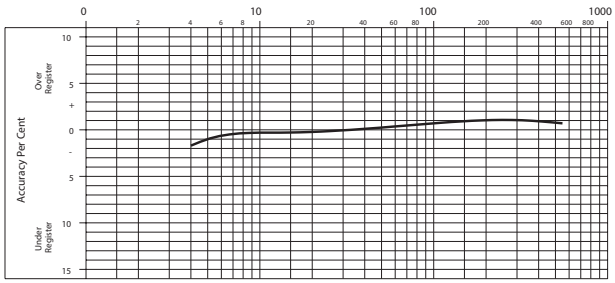
Pressure Loss Chart

Rate of flow in gallons per minute (gpm)



Accuracy Chart

Rate of flow in gallons per minute (gpm)



RTS-DS-00546-EN-02 (November 2013)

Product Data Sheet

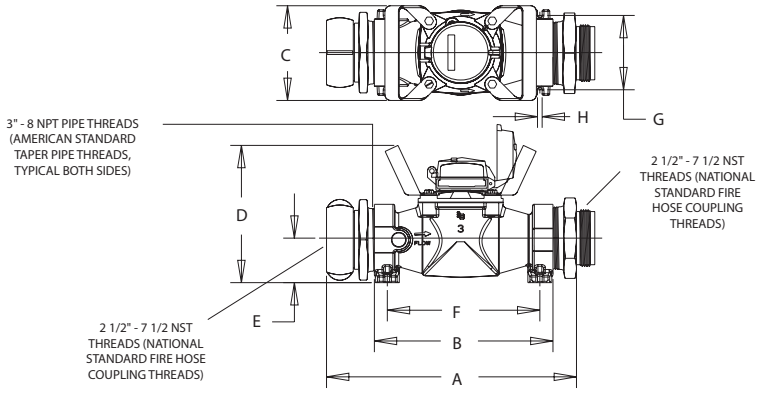
SPECIFICATIONS

Typical Operating Range (100%±1.5%)	5…660 gpm (1.1…150 m^3/hr)
Maximum Continuous Flow	500 gpm (102 m^3/hr)
Maximum Intermittant Flow	660 gpm (150 m^3/hr)
Typical Low Flow (Min. 95%)	4 gpm (0.9 m^3/hr)
Pressure Loss at Max. Continuous Operation	37 psi @ 450 gpm (2.55 bar @ 102 m^3/hr) (standard couplings with orifice and screen) **Note:** 27 psi @ 350 gpm
Maximum Operating Pressure	150 psi (10 bar)
Standard Hose Coupling	2-1/2" – 7-1/2 NST threads (78P – 3.4 mm) (National standard fire hose coupling thread)
Register	Straight-reading, permanently sealed magnetic drive standard.
Registration	100,000,000 gallons; 100 gallons/sweep hand revolution.
	10,000,000 cubic feet; 10 cubic ft/sweep hand revolution.
	1,000,000 m^3; 1 m^3/sweep hand revolution.
Flow Restriction (Orifice)	Limits flow through the meter to 660 gpm @ 85 psi (150 m^3/hr @ 59 bar) system pressure with standard couplings.

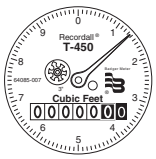
Materials

Housing	Heat treated aluminum alloy
Nose Cone and Straightening Vanes	Thermoplastic
Rotor	Thermoplastic
Rotor Radial Bearings	Lubricated thermoplastic
Rotor Thrust Bearings	Sapphire jewels
Rotor Bearing Pivots	Passivated 316 stainless steel
Calibration Mechanism	Stainless steel and thermoplastic
Magnet	Ceramic
Register Cover	Bronze
Options	2" gate valve, 2-1/2" gate valve, 2" check valve, bronze
Trim	Stainless steel
Inlet Screen	Stainless steel with Elastomer

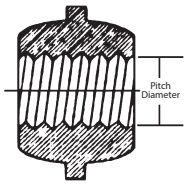
DIMENSIONS



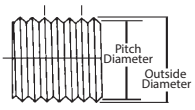
Meter & Pipe Size	Length w/coupl. A	Length w/o coupl. B	Width C	Height D	Ctrline E	F	G	H	Net Weight w/o Fittings	Net Weight w/Fittings	Net Weight w/Valve	Shipping Weight w/o Fittings	Shipping Weight w/Fittings	Shipping Weight w/Valve
3" (DN 80)	17" (432 mm)	12" (305 mm)	6-3/8" (162 mm)	9.0" (229 mm)	2-15/16" (73 mm)	10-1/4" (260 mm)	5" (127 mm)	11/32" (9 mm)	14.2 lb (6.44 kg)	20.6 lb (9.34 kg)	31.6 lb (14.33 kg)	17.2 lb (7.80 kg)	23.6 lb (10.7 kg)	34.6 lb (15.7 kg)



Specifications for Special Fire Hose Coupling Threads



Female Threads



Male Threads

Required Information

- Number of threads per inch and thread form, if other than American National Standard.
- Outside diameter of male threads.
- Pitch diameter of male threads.
- Pitch diameter of female threads.

Recordall is a registered trademark of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities.
Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2013 Badger Meter, Inc. All rights reserved.

www.badgermeter.com

The Americas | Badger Meter | 4545 West Brown Deer Rd | PO Box 245036 | Milwaukee, WI 53224-9536 | 800-876-3837 | 414-355-0400
México | Badger Meter de las Americas, S.A. de C.V. | Pedro Luis Ogazón N°32 | Esq. Angelina N°24 | Colonia Guadalupe Inn | CP 01050 | México, DF | México | +52-55-5662-0882
Europe, Middle East and Africa | Badger Meter Europa GmbH | Nurtinger Str 76 | 72639 Neuffen | Germany | +49-7025-9208-0
Czech Republic | Badger Meter Czech Republic s.r.o. | Mařikova 2082/26 | 621 00 Brno, Czech Republic | +420-5-41420411
Slovakia | Badger Meter Slovakia s.r.o. | Racianska 109/B | 831 02 Bratislava, Slovakia | +421-2-44 63 83 01
Asia Pacific | Badger Meter | 80 Marine Parade Rd | 21-04 Parkway Parade | Singapore 449269 | +65-63464836
China | Badger Meter | 7-1202 | 99 Hangzhong Road | Minhang District | Shanghai | China 201101 | +86-21-5763 5412

Legacy Document Number: RTS-T-3FH-EN

Badger Meter

Recordall® Turbo 450

Fire Hydrant Meter

PRODUCTS COVERED

This warranty shall apply to all Recordall® Turbo 450 fire hydrant meters and the registers and encoders used with these meters (collectively "Product") sold on or after September 15, 2017. This warranty is extended only to utilities, municipalities, other commercial users and authorized Badger Meter, Inc. distributors, hereafter referred to as "Customer" and does NOT apply to consumers or any person or entity who is not an original customer of Badger Meter or its authorized distributors.

MATERIALS AND WORKMANSHIP

Badger Meter warrants Product to be free from defects in materials and workmanship appearing within one (1) year and six (6) months after shipment from Badger Meter.

Aluminum Housing

One (1) year and six (6) months after shipment from Badger Meter.

Local Registers Supplied with the Meters Listed Herein

Five (5) years and six (6) months after shipment from Badger Meter.

METER ACCURACY

The meter Product will meet or exceed accuracy standards of AWWA Standard C701 for one (1) year and six (6) months after shipment from Badger Meter.

PRODUCT RETURNS

Any Product proved to the satisfaction of Badger Meter to have failed the foregoing warranties will, at the option of Badger Meter, be repaired or replaced without charge to the Customer. The obligation hereunder of Badger Meter shall be limited to such repair and replacement and shall be conditioned upon Badger Meter receiving written notice of any alleged defect within ten (10) days after its discovery. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Badger Meter is willing and able to replace defective products or issue a credit to purchaser within a reasonable time of proof to Badger Meter that a defect is involved. Product returns must be shipped by the Customer prepaid F.O.B. to the nearest Badger Meter factory or distribution center. The Customer shall be responsible for all direct and indirect costs associated with removing original product and reinstalling the repaired or replacement Product.

LIMITS OF LIABILITY

This warranty shall not apply to Product repaired or altered by any party other than Badger Meter. The foregoing warranty applies only to the extent that the Product is installed, serviced and operated strictly in accordance with AWWA Standard C701 and the AWWA M6 Manual. The warranty shall not apply and shall be void with respect to Product exposed to conditions other than those detailed in Badger Meter Product technical literature, or which have been subject to vandalism, negligence, accident, acts of God, improper installation, operation or repair, alteration, or other circumstances which are beyond the reasonable control of Badger Meter. With respect to Product not manufactured by Badger Meter, the warranty obligations of Badger Meter shall in all respects conform and be limited to the warranty extended to Badger Meter by the supplier.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (except warranties of title).

Any description of the Product, whether in writing or made orally by Badger Meter or Badger Meter agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by Badger Meter or agents of Badger Meter regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed to be such in writing by Badger Meter.

Exclusion of Consequential Damages and Disclaimer of Other Liability

The liability of Badger Meter with respect to breaches of the foregoing warranty shall be limited as stated herein. The liability of Badger Meter shall in no event exceed the contract price. BADGER METER SHALL NOT BE SUBJECT TO AND DISCLAIMS: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY BADGER METER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER.

Making Water Visible®

Recordall is a registered trademark of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities.
Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2017 Badger Meter, Inc. All rights reserved.

www.badgermeter.com

The Americas | Badger Meter | 4545 West Brown Deer Rd | PO Box 245036 | Milwaukee, WI 53224-9536 | 800-876-3837 | 414-355-0400
México | Badger Meter de las Americas, S.A. de C.V. | Pedro Luis Ogazón N°32 | Esq. Angelina N°24 | Colonia Guadalupe Inn | CP 01050 | México, DF | México | +52-55-5662-0882
Europe, Eastern Europe Branch Office (for Poland, Latvia, Lithuania, Estonia, Ukraine, Belarus) | Badger Meter Europe | ul. Korfantego 6 | 44-193 Knurów | Poland | +48-32-236-8787
Europe, Middle East and Africa | Badger Meter Europa GmbH | Nurtinger Str 76 | 72639 Neuffen | Germany | +49-7025-9208-0
Europe, Middle East Branch Office | Badger Meter Europe | PO Box 341442 | Dubai Silicon Oasis, Head Quarter Building, Wing C, Office #C209 | Dubai / UAE | +971-4-371 2503
Slovakia | Badger Meter Slovakia s.r.o. | Racianska 109/B | 831 02 Bratislava, Slovakia | +421-2-44 63 83 01
Asia Pacific | Badger Meter | 80 Marine Parade Rd | 21-06 Parkway Parade | Singapore 449269 | +65-63464836
China | Badger Meter | 7-1202 | 99 Hangzhong Road | Minhang District | Shanghai | China 201101 | +86-21-5763 5412
Switzerland | Badger Meter Swiss AG | Mittelholzerstrasse 8 | 3006 Bern | Switzerland | +41-31-932 01 11

Legacy Document Number: RTS-W-02

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 Plans and Specifications, Allocating Funds, Waiving Competitive Bidding Requirements, and Awarding a Sole Source Contract to Bay Cities Paving & Grading, Inc. for Project 2232, 2020/21 Pavement Maintenance Project

MEETING DATE: July 19, 2021

EXECUTIVE SUMMARY

Project 2232, 2020/21 Pavement Maintenance Project (the "Project"), is for pavement maintenance in the Highland Meadows and the Hillsdale Unit III neighborhoods. If approved, this resolution will accept plans and specifications, allocate funds, and award a construction contract to Bay Cities Paving & Grading, Inc. of Concord.

FISCAL IMPACT

Project 2232 is currently funded with $200,000. Staff requests re-allocation of funds from two other pavement maintenance projects, $322,427 from Project 2224, 2019/20 Pavement Maintenance Project, and $327,648 from Project 2024, 2021/22 Pavement Maintenance Project. If approved, the total Project budget will be $850,075.

A Project Budget Summary is attached to this report.

RECOMMENDATION

City Council adopt the attached Resolution authorizing re-allocation of $322,427 from Project 2224, 2019/20 Pavement Maintenance Project and $327,648 from Project 2024, 2021/22 Pavement Maintenance Project, to Project 2232, "the Project." If approved, the total combined Project budget will be $850,075.

Staff requests that City Council accept the plans and specifications and authorize the City Manager to execute a Contract for Project 2232 with Bay Cities Paving & Grading, Inc. for a total contract amount of $728,249.70 for construction of the Project.

Staff recommends a construction contingency of $72,825 approximately 10% of the contract amount be authorized for the Project. Staff further recommends that the City Engineer be authorized to approve contract change orders for this Project in a total amount not to exceed 50% of the contingency and the City Manager be authorized to approve change orders for this Project in a total amount not to exceed 100% of the contingency amount.

BACKGROUND

On June 17, 2019, the City Council adopted Resolution 19-13643, approving the City's operating budget for Fiscal Year (FY) 2019-20, and allocating funds for several capital projects, including $322,427 to the 2019/20 Pavement Maintenance Project (Project 2224).

On December 21, 2020, the City Council adopted Resolution 20-13859 approving Addendum 1 to the City's Five-Year Capital Improvement Program for FY 2019/20-2023/24 and the appropriation of $200,000 from Gas Tax to Project 2232, 2020/21 Pavement Maintenance Project.

On June 21, 2021, the City Council adopted Resolution 21-13944, approving the 5-Year Capital Improvement Program for FY 2021/22 through 2025/26 and the appropriation of $400,000 from Gas Tax and RMRA to Project 2024, 2021/22 Pavement Maintenance Project. Staff recommends combining budgets and scopes of work for Projects 2024, 2224 and 2232 for award as a single, larger Project 2232 for construction.

The Project was initially combined with similar projects in the cities of Martinez and Clayton and bid as a single project by the City of Martinez acting as lead procurement agency. The work for the Project was listed separately within the bid specifications as reflected in Addendum 5, Additive Alternate Bid Schedule A (Pittsburg).

Martinez solicited bids pursuant to a statutory strict competitive bidding process, and three bids were received by the deadline of April 6, 2021 and were publicly opened and read aloud by the Martinez City Clerk. The apparent low bidder for the Pittsburg portion of the Project was Bay Cities Paving & Grading, Inc., with a bid amount of $728,249.70.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a Subcommittee.

STAFF ANALYSIS

The Martinez City Council declined to approve moving forward with the coordination agreement between Pittsburg, Martinez, and Clayton. Martinez also did not move forward with awarding the scope of work for the Project.

Staff contends that the City's interests will be best served by proceeding with the Project notwithstanding Martinez' decision to not award the Project scope of work. Bay Cities Paving & Grading has agreed to hold the bid pricing submitted to Martinez for the Project under a direct contract with the City of Pittsburg.

California case law excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing or would not produce an advantage, including when there is only one party who can complete the work (Los Angeles Dredging Co. v. Long Beach (1930) 210 Cal. 348; Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631).

The recommended construction contingency of $72,825 is approximately 10% of the construction contract and will provide funding for unanticipated change orders.

Streets in the Highland Meadows and Hillsdale Unit III portion of the project include Peppertree Place, Roundhill Drive, Rolling Hill Drive, Rollingwood Place, Cypress Way, Woodland Drive, Lislin Court, Baja Court, El Seco Way, Sugartree Drive, Peachtree Circle, Jaqueline Drive, Rancho Way, Oaktree Court, and Rosewood Court.

ATTACHMENTS: Resolution
Budget Summary

Report Prepared by: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting the Plans and Specifications, Allocating Funds, Waiving Competitive Bidding Requirements, and Awarding a Contract to Bay Cities Paving & Grading, Inc. for Project 2232, 2020/21 Pavement Maintenance Project	)	RESOLUTION NO. 21-

WHEREAS, Project 2232, FY 20/21 Pavement Maintenance Project (the "Project"), is for pavement maintenance in the Highland Meadows neighborhood; and

WHEREAS, the Project was initially combined with similar projects within the cities of Martinez and Clayton and bid as one project by City of Martinez as the lead procurement agency; and

WHEREAS, the work for the Project was listed separately in the Martinez bid specifications as reflected in Addendum 5, Additive Alternate Bid Schedule A (Pittsburg); and

WHEREAS, Martinez solicited bids pursuant to a statutory strict competitive bidding process, and three bids were received by the deadline of April 6, 2021, publicly opened and read outline by the Martinez City Clerk; and

WHEREAS, the apparent low bidder for the Project is Bay Cities Paving & Grading, Inc., with a bid amount of $728,249.70; and

WHEREAS, City staff has reviewed the bid submitted by Bay Cities and determined they are the lowest responsible bidder submitting a responsive bid for the Project; and

WHEREAS, the Martinez City Council declined to approve moving forward with the coordination agreement between Pittsburg, Martinez, and Clayton, which in turn resulted in Martinez not moving forward with awarding the scope of work for the Project to Bay Cities; and

WHEREAS, it is in the City's best interest to proceed with the Project notwithstanding Martinez not moving forward to award the Project scope of work; and

WHEREAS, Bay Cities Paving & Grading has agreed to hold its bid pricing submitted to Martinez for the Project under a direct contract with the City; and

WHEREAS, California case law excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing or would not produce an advantage, including when there is only one party who can complete the work (*Los Angeles Dredging Co. v. Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631); and

WHEREAS, on June 17, 2019, the City Council adopted Resolution 19-13643, approving the operating budget for FY 19/20, and allocating funds for several capital projects, including $322,427 from Gas Tax and Road Maintenance Rehabilitation Account ("RMRA") to the FY 19/20 Pavement Maintenance Project (Project 2224); and

WHEREAS, on December 21, 2020, the City Council adopted Resolution 20-13859 approving Addendum 1 to the 5-Year Capital Improvement Program for FY 19/20-23/24 and the appropriation of $200,000 from Gas Tax to the 20/21 Street Maintenance Project (Project 2232). The scope of this project has been added to the Project; and

WHEREAS, on June 21, 2021, the City Council adopted Resolution 21-13944, approving the 5-year Capital Improvement Program for FY 21/22 through 25/26 and allocating funds for several capital projects, including $400,000 from Gas Tax and RMRA to Project 2024, 21/22 Pavement Maintenance Project. The scope of this project has been added to the Project; and

WHEREAS, after re-allocation of all identified funds there is a resulting Project budget of $850,075; and

WHEREAS, Staff recommends establishing a contingency in an amount $72,825 (10% of the construction contract) for unforeseen expenses; and

WHEREAS, Staff requests that the City Engineer or his designee be authorized to approve contract change orders for this Project in a total amount not to exceed 50% of the contingency and the City Manager be authorized to approve change orders for this Project in a total amount not to exceed 100% of the contingency amount.

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

1) Accepts the plans and specifications for the Project.

2) Reallocates unexpended funds from Project 2224 and $327,648 from Project 2024 to Project 2232 for a total approved project budget of $850,075 for the work.

3) Finds that further competitive bidding would be futile, unavailing and would not produce an advantage because a strict competitive bidding process that mirrors the process the City would have engaged in for the Project has already been completed by Martinez. Bay Cities has also agreed to honor its bid for the Project without revision of any kind.

4) Authorizes the City Manager to award a construction contract in the amount of $728,249.70 to Bay Cities Paving & Grading, Inc., for construction of the Project.

5) Authorizes a construction contingency in the amount of $72,825 for unforeseen expenses, authorizes the City Engineer to approve contract change orders for the Project for a total amount not to exceed 50 percent of the contingency, and authorizes the City Manager to approve contract change orders for the Project for a total amount not to exceed 100 percent of the contingency amount.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of July 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Budget Summary
Project 2232, Street Maintenance Project

Project Funding	Project 2224, 2019/20 Pavement Maintenance	$322,427
	Project 2232, 2020/21 Pavement Maintenance	$200,000
	Project 2024, 2021/22 Pavement Maintenance	$327,648
	Funding Total	**$850,075**
Project Expenditures:		
Design:	Consultant Design	$1,000
(Code 2122)		
	Subtotal	$1,000
Miscellaneous:	Advertising	
(Code 1399)	Reproduction	
	Subtotal	$0
Construction:	Construction Contract	$728,249.70
(Code 2281)	Contingency (~10%)	$72,825
	Material Testing	$10,000
	Subtotal	$811,075
Wages/Benefits	During Design Management	$9,000
(Code 1101)	During Construction Management	$10,000
	Subtotal	$19,000
Admin Overhead	During Design Management	$9,000
(Code 2372)	During Construction Management	$10,000
	Subtotal	$19,000
	Estimated Total Expenditures	**$850,075**

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Accepting the Public Improvements for Subdivision 9480 San Marco Unit 13

MEETING DATE: July 19, 2021

EXECUTIVE SUMMARY

Public improvements constructed within Subdivision 9480, a 114-home development west of Santa Teresa Drive also known as San Marco Unit 13, are complete and ready to be accepted for continuous maintenance.

FISCAL IMPACT

When the public improvements are accepted, there will be increased maintenance service costs that will be partially offset by the typical revenues collected from private residences.

RECOMMENDATION

City Council adopt the attached Resolution accepting the public improvements as complete and assume responsibility for maintenance of these facilities.

BACKGROUND

On December 22,1992, the Planning Commission approved the Vesting Tentative Map for the San Marco Subdivision, by adoption of Resolution 8658. San Marco Unit 13 is a tract of the approved Vesting Tentative Map, and consists of 22.2 acres, which has been subdivided for 114 single-family homes. This tract is located to the west of Santa Teresa Drive and north of Barranca Drive.

On September 21, 2020, the City Council adopted Resolution 20-13834 approving the final map, improvement and grading plans, and subdivision improvement agreement for Subdivision 9480 San Marco Unit 13.

SUBCOMMITTEE FINDINGS

This item was not presented at a subcommittee.

STAFF ANALYSIS

The subdivision improvements have been constructed in accordance with the approved plans. Upon acceptance, the City will release the payment and performance bond. The Developer shall provide a Warranty Bond to be released only upon correction of any defects or failures, including cause of failure or defect, of the subdivision improvements to the satisfaction of the City Engineer.

ATTACHMENTS: Resolution

Report Prepared By: Jolan Longway
Clean Water Program Coordinator

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting the Public Improvements	)	RESOLUTION NO. 21-
Within Subdivision 9480	)	
San Marco Unit 13	)	

WHEREAS, on December 22, 1992, the Planning Commission approved the Vesting Tentative Map for the San Marco Subdivision, by adoption of Resolution No. 8658. San Marco Unit 13 is a tract of the approved Vesting Tentative Map and consists of 22.2 acres, which has been subdivided for 114 single-family homes; and

WHEREAS, on September 21, 2020, the City Council adopted Resolution 20-13834 approving the final map, improvement, and grading plans; and

WHEREAS, West Coast Home Builders Inc., hereinafter referred to as "Developer" entered into a Subdivision Improvement Agreement with the City of Pittsburg for the construction of certain public improvements, described and set forth therein; and

WHEREAS, the City Engineer has determined that said improvements have been completed in accordance with the agreement and approved construction plans, fee obligations have been met, and therefore recommends approval of the Developer's request for acceptance for continuous maintenance.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby accepts for continuous maintenance those surface and subsurface facilities including water, stormwater, and sewer conveyance system facilities, curbs, gutters, sidewalks, asphalt concrete paving, pavement delineation, street lighting, and traffic signs as shown on the approved improvement plans for the subdivision.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of July 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____

Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the Execution of an Agreement between the City and Contra Costa County for Completion of Project 2025, Bailey Road Double Chip Seal Project

MEETING DATE: July 19, 2021

EXECUTIVE SUMMARY

Contra Costa County has offered to add double chip seal work on the City-owned portion of Bailey Road to its pavement maintenance project in order to facilitate its completion. Staff recommends approval of an agreement with Contra Costa County for the pavement project on Bailey Road from one mile south of Willow Avenue to the south city limits.

FISCAL IMPACT

Project 2025, Bailey Road Double Chip Seal Project is currently funded with $175,000 from Highway User Tax Account Gas Tax Funds ("HUTA"). The cost for the County to complete the Project will not exceed $120,000. The total Project budget is $175,000. No new funds are requested. A Project Budget Summary is attached to this report.

RECOMMENDATION

City Council adopt the attached resolution to authorize execution of an agreement between the City and Contra Costa County for completion of the Project 2025, Bailey Road Double Chip Seal Project.

BACKGROUND

On June 21, 2021, the City Council adopted Resolution 21-13944, approving the City's Five-Year Capital Improvement Program for FY 21/22 through 25/26 and the appropriation of $175,000 from HUTA Gas Tax to the Project.

Staff has coordinated with Contra Costa County's Assistant Director of Public Works to prepare a joint pavement maintenance project on the two-lane portion of Bailey Road. If approved this project is scheduled to start construction in late July 2021.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Project will complete pavement maintenance on Bailey Road from approximately 1 mile south of Willow Avenue to the southern city limits. The treatment area for the entire project is located within the jurisdiction of the City and of Contra Costa County.

Combining the City's Project with the County's typical maintenance project is cost-efficient and reduces the inconvenience to motorists while work is occurring.

Reimbursable costs to the County, which includes labor, materials, and equipment for the City portion, will not exceed $120,000. Additional elements of the Project are identified in the Project Budget Summary attached to this report.

ATTACHMENTS: Resolution
Project Budget Summary
Contra Costa County Agreement

Report Prepared By: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Authorizing the Execution of a Agreement between the City of Pittsburg and Contra Costa County for Completion of Project 2025, Contract 2021-16 Bailey Road Double Chip Seal Project	RESOLUTION NO. 21-

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, Project 2025, Contract 2021-16 Bailey Road Double Chip Seal Project (the "Project"), is for pavement maintenance (double chip seal) on Bailey Road from approximately 1 mile south of Willow Avenue to South City Limits; and

WHEREAS, Contra Costa County (the "County") has offered to move forward with a maintenance project that would include the City owned portion of Bailey Road; and

WHEREAS, on June 21, 2021, the City Council adopted Resolution 21-13944, approving the 5-Year Capital Improvement Program for FY 21/22 through 25/26 and the appropriation of $175,000 from HUTA Gas Tax for completion of the Project; and

WHEREAS, the cost for the County to complete the Project will not exceed $120,000; and

WHEREAS, the total Project budget is $175,000 and includes striping removal and staff time; and

WHEREAS, by combining the Project with the County's typical maintenance project, the City will receive a cost benefit and the joint project will lessen the impact to the motoring public by having just one agency responsible for traffic control; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg finds and determines as follows:

Section 1. The City Manager or his designee is authorized to execute the Agreement for Roadway Surface Treatment of Bailey Road Between Willow Avenue and the City of Concord for a cost not to exceed $120,000.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular

meeting on the 19th day of July 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Budget Summary
Contract 2021-16 Bailey Road Double Chip Seal Project
Project 2025

Project Funding	Highway User Tax Account (HUTA) Gas Tax	$175,000
	Funding Total	**$175,000**
Project Expenditures:		
Design:	Misc. Design Expenses	$1,000
(Code 2122)		
	Subtotal	$1,000
Construction:	Construction Contract	$120,000
(Code 2281)	Striping Removal	$32,000
	Misc. Construction Expenses	$10,000
	Subtotal	$162,000
Wages/Benefits	During Design Management	$1,000
(Code 1101)	During Construction Management	$5,000
	Subtotal	$6,000
Admin Overhead	During Design Management	$1,000
(Code 2372)	During Construction Management	$5,000
	Subtotal	$6,000
	Estimated Total Expenditures	**$175,000**

AGREEMENT FOR ROADWAY SURFACE TREATMENT OF BAILEY ROAD
BETWEEN WILLOW AVENUE AND CITY OF CONCORD CITY LIMIT

This Agreement for Roadway Surface Treatment of Bailey Road between Willow Avenue and City of Concord city limit, dated _____, 2021 (this "Agreement") is made by and between the City of Pittsburg, a municipal corporation (hereinafter referred to as "City") and the County of Contra Costa, a political subdivision of the State of California (herein referred to as "County").

RECITALS

A. Portions of Bailey Road are located in County's jurisdiction and in City's jurisdiction, as shown on the map attached hereto as Exhibit A, and incorporated herein by reference (the "Treatment Area Map").

B. City desires County to apply a surface treatment on City's portion of Bailey Road as shown on the Treatment Area Map (the "Treatment Area"), and to pay County therefor.

C. County desires to apply a surface treatment on the Treatment Area, and City and County have agreed to enter into this Agreement providing therefor.

Now therefore, for good and valuable consideration, City and County mutually agree as follows.

AGREEMENT

1. Surface Treatment Work to be Performed. Notwithstanding that the Treatment Area is located within City's jurisdiction, County shall apply a chip seal, slurry seal, microsurface seal, or other surface treatment in the Treatment Area, which is, in County's sole discretion, appropriate to prolong the life and improve the pavement condition of the Treatment Area (the "Surface Treatment"). Except for application of a Surface Treatment, County shall not make any modifications to the Treatment Area without City's prior written approval. After County's application of a Surface Treatment, City shall continue to maintain the Treatment Area by providing routine maintenance work, which may include but not limited to, maintenance of the pavement (pot_ hole repair), traffic stripings, signage, and drainage facilities as required to ensure satisfactory and safe condition of the Treatment Area.

2. Modification for Additional Work. Should either City or County determine that the Treatment Area requires work beyond the scope of the Surface Treatment set forth in Section 1 of this Agreement, the initiating party shall request in writing such modifications and, if agreed to by the parties, a separate agreement between the parties shall be documented prior to any construction of such work.

3. Payments.
   a. City will reimburse County one hundred percent (100%) of County's costs of performing the Surface Treatment work in the Treatment Area pursuant to this Agreement, which include labor costs, material costs and equipment costs from an accounting of actual charges for work in the Treatment Area ("Costs"), provided that City will not reimburse County for Costs in excess of $120,000.00.

b. Billing. At the completion of the Surface Treatment, County shall bill City one hundred percent (100%) for Costs incurred performing the Surface Treatment work set forth in Section 1 of this Agreement; provided that City will not reimburse County for Costs in excess of $120,000.00. County's billings shall list all road surface treatment work performed and the costs therefor. City shall pay County within sixty (60) days after receipt of the billing from County.

4. Legal Relations and Responsibilities. Nothing in this Agreement is intended to create duties or obligations to or rights in third parties who are not parties to this Agreement or affect the legal liability of either party to this Agreement by imposing any standard of care respecting the maintenance of state highways different from the standard of care imposed by law.

5. Indemnity; Insurance.

a. City Indemnity. To the extent permitted by law, and pursuant to Government Code Section 895.4, City shall defend, with counsel acceptable to County, indemnify and save harmless the County and all County officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by City and its contractors under or in connection with any work, authority or jurisdiction delegated to City under this Agreement; provided, however, that City is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of County, its officers or employees. This provision will survive the expiration or termination of this Agreement.

b. County Indemnity. To the extent permitted by law, and pursuant to Government Code Section 895.4, County shall defend, with counsel acceptable to City, indemnify and save harmless the City and all City officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by County and its contractors under or in connection with any work, authority or jurisdiction delegated to County under this Agreement; provided, however, that County is not required to indemnify City for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of City, its officers or employees. This provision will survive the expiration or termination of this Agreement.

c. County Contractors' Insurance. County will require its contractors performing any work in the Treatment Area to name City as an additional insured under the contract between County and the contractor.

6. Notices. All notices to be given under this Agreement will be in writing and sent by (a) first class mail, postage prepaid, in which case notice will be deemed delivered three (3) business days after deposit in the United States Mail; (b) a nationally recognized overnight courier, in which case notice will be deemed delivered one (1) business day after deposit with that courier, or (c) fax, in which case notice will be deemed delivered one (1) business day after the day it was transmitted, provided that a transmission report is generated reflecting the accurate transmission of the notice. Unless communicated in writing, the place for delivery of all notices given under this Agreement will be as follows

If to City:
Garrett Evans, City Manager
City of Pittsburg
65 Civic Drive
Pittsburg, CA 94565
Fax: (925) 252-4930

If to County:
Brian M. Balbas, Public Works Director
Contra Costa County
255 Glacier Drive
Martinez, CA 94553
Fax: (925) 335-1098

7. Effective Date; Termination. This Agreement is effective as of the date first set forth above. This Agreement may be terminated at any time for no or any reason by either party upon giving the other party sixty (60) days prior written notice, provided, that City will pay County for all Costs incurred in performing the Surface Treatment work through the date of termination.

8. Integration. This Agreement contains the entire agreement between parties and supersedes all prior understandings or agreements, oral or written, regarding the subject matter of this Agreement.

9. Modification. This Agreement may only be modified or amended by the mutual, written agreement of both parties.

10. Accountability. County shall maintain and make available to City complete records of its receipts and disbursement under this Agreement

11. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue shall lie in the County of Contra Costa.

The parties have executed this Agreement as of the date first set forth above.

CONTRA COSTA COUNTY

By: _____
Name: _____
Title: _____

CITY OF PITTSBURG

By: _____
Name: _____
Title: _____

Approved as to form:
Mary Ann McNett Mason, County Counsel

By: _____
Name: _____
Title: _____

Donna Mooney, City Attorney

_____

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: July 19, 2021

EXECUTIVE SUMMARY

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

FISCAL IMPACT

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

RECOMMENDATION

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

BACKGROUND

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

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

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The updates to master pay schedule reflect changes approved by the City Council on May 17, 2021, and June 21, 2021. The new classifications added to the salary schedule include Assistant Director of Planning, Code Enforcement Officer I, Code Enforcement Officer II, Code Enforcement Supervisor, Permit Center Supervisor, and Police Evidence Technician II.

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

ATTACHMENTS:

Resolution
Pay Schedule

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending the Master Pay Schedule)
to Include Previously Approved) RESOLUTION NO. 21-
Positions and Compensation)

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 Title 2 California Code of Regulations section 570.5, and meeting all of the following requirements thereof:

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

WHEREAS, the City now desires to amend the master pay schedule to include previously approved compensation levels for all bargaining groups and all compensation plans of the City of Pittsburg.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby amends the master pay schedule as shown in the attached salary schedule.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of July 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

CLASSIFICATION	RANGE	EFFECTIVE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	*Max/w all incentives	UNIT
Account Clerk (Part 1 of 2)	109	07/01/18	3,719	3,905	4,100	4,305	4,520			4,570	AFSCME
Account Clerk (Part 2 of 2)	170	07/01/18	4,266	4,479	4,703	4,938	5,185			5,235	AFSCME
Accountant I	350	07/01/18	5,639	5,921	6,217	6,528	6,854			6,904	MPC
Accountant II	500	07/01/18	6,312	6,628	6,959	7,307	7,672			7,722	MPC
Accounting Technician	220	07/01/18	4,981	5,230	5,492	5,767	6,055			6,105	AFSCME/MPC
Administrative Analyst I	390	07/01/18	5,826	6,117	6,423	6,744	7,081			7,131	MPC
Administrative Analyst II	700	07/01/18	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Administrative Assistant (Part 1 of 2)	100	07/01/18	3,711	3,897	4,092	4,297	4,512			4,562	AFSCME
Administrative Assistant (Part 2 of 2)	160	07/01/18	4,297	4,512	4,738	4,975	5,224			5,274	AFSCME/MPC
Administrative Officer	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Administrative Coordinator	350	12/17/18	5,639	5,921	6,217	6,528	6,854			6,904	MPC
Administrative Specialist	290	07/01/18	5,324	5,590	5,870	6,164	6,472			6,522	MPC
Assistant City Clerk	820	07/20/20	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Assistant City Engineer	920	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC
Assistant Director of Economic Dev & Recreation	887	07/14/19	10,700				13,004			13,004	Mgmt Group
Assistant Director of Finance	887	07/14/19	10,700				13,004			13,004	Mgmt Group
Assistant Director of Planning	887	06/21/21	10,700				13,004			13,654	Mgmt Group
Assistant Director of Public Works	895	07/01/18	11,195	11,755	12,343	12,960	13,608			13,658	MPC
Assistant Engineer	510	07/01/18	6,494	6,819	7,160	7,518	7,894			8,339	MPC
Assistant Planner	450	07/01/18	6,212	6,523	6,849	7,191	7,551			7,979	MPC
Assistant to the City Manager	835	07/14/19	10,278				12,492			12,492	Mgmt Group
Associate Engineer	780	07/01/18	7,519	7,895	8,290	8,705	9,140			9,647	MPC
Associate Planner	740	07/01/18	7,191	7,551	7,929	8,325	8,741			9,228	MPC
Building Inspection Supervisor	810	07/01/18	8,755	9,193	9,653	10,136	10,643			10,693	MPC
Business Development Manager	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Business License Coordinator	315	07/01/18	5,500	5,775	6,064	6,367	6,685			6,735	AFSCME
Chief Building Official	895	07/01/18	11,195	11,755	12,343	12,960	13,608			13,658	MPC
Chief of Police	955	07/14/19	15,022				18,991			23,074	Sr. Exec Team
City Attorney	943	09/08/19					17,483			17,483	Contract
City Clerk							470			470	Elected Official
City Council							500			500	Elected Official
City Council -- member of a different governing board											
if serving on Tri Delta Transit		$100 per meeting		visit www.TriDeltaTransit.com							
if serving on Delta Diablo Sanitation District		$209 per meeting		visit ddsd.org							
City Engineer	935	07/14/19	11,455				13,923			13,923	Mgmt Group
City Manager	960	02/05/20					20,962			20,962	Contract
City Treasurer							470			470	Elected Official
Code Enforcement Officer I	258	06/21/21	5,184	5,443	5,715	6,001	6,301			6,351	AFSCME
Code Enforcement Officer II	415	06/21/21	6,001	6,301	6,616	6,947	7,294			7,344	AFSCME
Code Enforcement Supervisor	820	06/21/21	7,809	8,199	8,609	9,039	9,491			9,541	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 bilingual pay, education incentives, holiday pay and shift differential.

Revised Council Approved: 8/3/20; 12/21/20; 3/15/21 7/19/2021

CLASSIFICATION	RANGE	EFFECTIVE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	*Max/w all incentives	UNIT
Deputy City Clerk	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC
Deputy City Manager	950	07/14/19	14,744				18,815			18,815	Sr. Exec Team
Development Manager	890	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC
Director of Community & Economic Development	940	07/14/19	12,608				15,936			15,936	Sr. Exec Team
Director of Community Services	940	07/14/19	12,608				15,936			15,936	Sr. Exec Team
Director of Finance	940	07/14/19	12,608				15,936			15,936	Sr. Exec Team
Director of Human Resources	940	07/14/19	12,608				15,936			15,936	Sr. Exec Team
Director of Public Works	945	07/14/19	13,624				16,562			16,562	Sr. Exec Team
Director of Records and Council Services	8351	07/14/19	10,278				12,492			12,492	Sr. Exec Team
Director of Recreation and Maint. Services	920	07/14/19	11,455				13,923			13,923	Mgmt Group
Director of Water Utilities	935	07/14/19	13,112				15,936			15,936	Mgmt Group
Electrical Technician	420	07/01/18	6,011	6,312	6,628	6,959	7,307			7,892	Teamsters
Electrical Apprentice	200	07/01/18	4,801	5,041	5,293	5,558	5,836			6,303	Teamsters
Engineering Analyst	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Engineering Technician I	310	07/01/18	5,444	5,716	6,002	6,302	6,617			6,667	AFSCME
Engineering Technician II	460	07/01/18	6,304	6,619	6,950	7,297	7,662			7,712	AFSCME
Environmental Affairs Manager	890	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC
Environmental Health Specialist I	390	07/15/19	5,826	6,117	6,423	6,744	7,081			7,131	MPC
Environmental Health Specialist II	700	07/15/19	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Equipment Mechanic	270	07/01/18	5,310	5,576	5,855	6,148	6,455			6,971	Teamsters
Equipment Shop Supervisor	530	07/01/18	6,601	6,931	7,278	7,642	8,024			8,074	MPC
Executive Assistant	400	07/14/19	6,018				7,314			7,314	Mgmt Group
Executive Assistant to the Chief of Police	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC
Finance Division Manager	855	07/01/18	8,985	9,434	9,906	10,401	10,921			10,971	MPC
Financial Analyst	580	07/01/18	7,083	7,437	7,809	8,199	8,609			8,659	MPC
GIS Analyst	760	07/01/18	7,328	7,694	8,079	8,483	8,907			8,957	MPC
Harbormaster	830	07/01/18	8,261	8,674	9,108	9,563	10,041			10,091	MPC
Housing Inspector	315	07/01/18	5,500	5,775	6,064	6,367	6,685			6,735	AFSCME
Housing Manager	855	07/01/18	8,985	9,434	9,906	10,401	10,921			10,971	MPC
Housing Program Analyst I	390	07/20/20	5,826	6,117	6,423	6,744	7,081			7,131	MPC
Housing Program Analyst II	700	07/20/20	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Housing Specialist	210	07/01/18	4,898	5,143	5,400	5,670	5,954			6,004	AFSCME
Human Resources Analyst	700	07/01/18	6,746	7,083	7,437	7,809	8,199			8,249	MPC
Human Resources Manager	890a	07/14/19	10,278				12,492			12,492	Mgmt Group
Human Resources Specialist	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC
Information Technology Analyst I	420	07/15/19	6,011	6,312	6,628	6,959	7,307			7,357	MPC
Information Technology Analyst II	720	07/15/19	7,037	7,389	7,758	8,146	8,553			8,603	MPC
Information Technology Manager	855	10/01/18	8,985	9,434	9,906	10,401	10,921			10,971	MPC
Lead Community Services Specialist	415	07/01/18	6,001	6,301	6,616	6,947	7,294			7,344	AFSCME
Lead Electrical Technician	705	08/19/19	6,959	7,307	7,672	8,056	8,459			9,136	Teamsters
Lead Marina Services Worker	320	07/01/18	5,558	5,836	6,128	6,434	6,756			7,094	Teamsters
Lead Police Records Clerk	255	07/01/18	5,225	5,486	5,760	6,048	6,350			6,400	AFSCME
Lead Public Works Superintendent	885	07/01/18	10,685	11,219	11,780	12,369	12,987			13,037	MPC
Maintenance Assistant	95	07/01/18	3,372	3,541	3,718	3,904	4,099			4,304	Teamsters
Maintenance Ld Worker - Env. Services/Fac. Util.	320	07/01/18	5,558	5,836	6,128	6,434	6,756			7,296	Teamsters
Maintenance Worker I - Env. Services/Fac. Util.	140	07/01/18	4,148	4,355	4,573	4,802	5,042			5,445	Teamsters
Maintenance Worker II - Env. Services/Fac. Util.	200	07/01/18	4,801	5,041	5,293	5,558	5,836			6,303	Teamsters

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

Revised Council Approved: 8/3/20; 12/21/20; 3/15/21 7/19/2021

CLASSIFICATION	RANGE	EFFECTIVE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	*Max/w all incentives	UNIT
Office Assistant	95a	07/01/18	3,372	3,541	3,718	3,904	4,099			4,149	AFSCME
Payroll Specialist	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	MPC
Permit Center Supervisor	820	06/21/21	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Permit Technician	260	07/01/18	5,253	5,516	5,792	6,082	6,386			6,436	AFSCME
Pest Control Specialist	470	07/01/18	6,243	6,555	6,883	7,227	7,588			7,967	Teamsters
Planning Manager	890	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC
Planning Technician	260	07/01/18	5,253	5,516	5,792	6,082	6,386			6,436	AFSCME
Police Captain	650	07/14/19	12,730	13,366	14,034	14,736	15,473	16,247		20,552	PMG
Police Evidence Technician I	260	07/01/18	5,253	5,516	5,792	6,082	6,386			6,436	AFSCME
Police Evidence Technician II	425	05/17/21	6,082	6,386	6,705	7,040	7,393			7,443	AFSCME
Police Lieutenant	640	07/14/19	11,097	11,652	12,235	12,847	13,489	14,163		17,916	PMG
Police Officer	600	07/14/19	6,053	6,356	6,674	7,008	7,358	7,726	8,112		POA
Police Officer (Continuation of Steps H & I)								8,518	8,944	12,479	POA
Police Records Clerk (Part 1 of 2)	110	07/01/18	3,898	4,093	4,298	4,513	4,739			4,789	AFSCME
Police Records Clerk (Part 2 of 2)	180	07/01/18	4,512	4,738	4,975	5,224	5,485			5,535	AFSCME
Police Records Supervisor	540	07/01/18	6,590	6,920	7,266	7,629	8,010			8,060	MPC
Police Sergeant	625	07/14/19	8,599	9,029	9,480	9,954	10,452	10,975		16,078	POA
Police Services Administrator	830	07/01/18	8,261	8,674	9,108	9,563	10,041			10,091	MPC
Power Company Manager	920a	07/14/19	11,455				13,923			13,923	Mgmt Group
Property and Evidence Coordinator	410	07/01/18	5,999	6,299	6,614	6,945	7,292			7,342	AFSCME
Public Works Superintendent	880	07/01/18	9,230	9,691	10,176	10,685	11,219			11,269	MPC
Public Works Supervisor	530	07/01/18	6,601	6,931	7,278	7,642	8,024			8,074	MPC
Purchasing Analyst	720	07/01/18	7,037	7,389	7,758	8,146	8,553			8,603	MPC
Records Specialist	330	07/01/18	5,590	5,870	6,164	6,472	6,796			6,846	AFSCME
Recreation Coordinator	230	07/01/18	5,055	5,308	5,573	5,852	6,145			6,195	AFSCME
Recreation Supervisor	550	07/01/18	6,603	6,933	7,280	7,644	8,026			8,076	MPC
Redevelopment Project Manager	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Revenue Operations Supervisor	745	10/15/18	7,238	7,600	7,980	8,379	8,798			8,848	MPC
Senior Administrative Analyst	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Senior Civil Engineer	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Senior Combination Building Inspector	760	07/01/18	7,328	7,694	8,079	8,483	8,907			8,957	MPC
Senior Financial Analyst	790	07/01/18	8,200	8,610	9,040	9,492	9,967			10,017	MPC
Senior Housing Program Analyst	820	07/20/20	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Senior Human Resources Analyst	820	07/01/18	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Senior Information Technology Analyst	820	07/15/19	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Senior Planner	840	07/01/18	8,326	8,742	9,179	9,638	10,120			10,676	MPC
Senior Redevelopment Project Manager	860	07/01/18	9,137	9,594	10,074	10,578	11,107			11,157	MPC
Sweeper Operator	140	07/01/18	4,148	4,355	4,573	4,802	5,042			5,294	Teamsters
Utility Lineworker	742	11/29/20	7,213	7,574	7,953	8,351	8,769			9207	IBEW
Utility Maintenance Worker (Electric/Gas)	312	11/29/20	5,496	5,771	6,060	6,363	6,681			7,015	IBEW
Utility Supervisor	810	07/01/18	8,755	9,193	9,653	10,136	10,643			10693	MPC
Utility Technician - (Electric/Gas)	863	11/29/20	9,168	9,626	10,107	10,612	11,143			11,700	IBEW
Water Instrument/Maintenance Technician I	480	07/01/18	7,040	7,392	7,762	8,150	8,558			8,986	Teamsters
Water Instrument/Maintenance Technician II	750	07/01/18	8,150	8,557	8,985	9,434	9,906			10,401	Teamsters
Water Maintenance Mechanic I	480	07/01/18	7,040	7,392	7,762	8,150	8,558			8,986	Teamsters
Water Maintenance Mechanic II	750	07/01/18	8,150	8,557	8,985	9,434	9,906			10,401	Teamsters
Water Plant Apprentice Operator	200	07/01/18	4,801	5,041	5,293	5,558	5,836			6,128	Teamsters
Water Plant Operator	560	07/01/18	7,071	7,425	7,796	8,186	8,595			9,755	Teamsters

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

Revised Council Approved: 8/3/20; 12/21/20; 3/15/21 7/19/2021

CLASSIFICATION	RANGE	EFFECTIVE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	*Max/w all incentives	UNIT
Water Plant Superintendent	883	12/21/20	10,177	10,686	11,220	11,781	12,370			12,820	MPC
Water Plant Supervisor	810	07/01/18	8,755	9,193	9,653	10,136	10,643			11,722	MPC
Water Quality Analyst I	380	07/01/18	6,198	6,508	6,833	7,175	7,534			8,371	Teamsters
Water Quality Analyst II	710	07/01/18	7,462	7,835	8,227	8,638	9,070			9,984	Teamsters

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

Revised Council Approved: 8/3/20; 12/21/20; 3/15/21 7/19/2021

CLASSIFICATION	RANGE	EFFECTIVE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	*Max/w all incentives	UNIT
HOURLY / SEASONAL CLASSIFICATIONS			**Step A**	**Step B**	**Step C**	**Step D**	**Step E**	**Step F**	**Step G**	**Step H/ I**	**Step J/K**
Expert Consultant	0910	03/16/15	30.00				100.00				
High School Intern	0550	01/01/21					14.00				
Intern (college-level)	0510	01/01/20	14.50		16.00		17.50		19.00		
Maintenance Aide	0530	01/01/21	14.00	14.48	15.25	16.06	16.92	17.82	18.76	19.76(H) / 20.81(I)	21.92 (J) 22.69 (K)
Maintenance Helper	0520	01/01/21					14.00				
Police Officer Trainee	6009	07/14/19	29.10								
Recreation Leader I	0550	01/01/21					14.00				
Recreation Leader II	0560	01/01/21	14.50	15.00	15.50	16.00	16.50	17.00			
Recreation Leader III	0570	01/01/21	15.00	15.50	16.00	16.50	17.00	17.50	18.00	18.50 (H) / 19.00 (I)	19.50 (J) /20.00 (K)
HOURLY / SEASONAL CLASSIFICATIONS ARE NOT ELIGIBLE FOR INCENTIVES											

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

Revised Council Approved: 8/3/20; 12/21/20; 3/15/21 7/19/2021

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Approve a Reclassification

MEETING DATE: July 19, 2021

EXECUTIVE SUMMARY

The City Manager, upon recommendation from Human Resources, recommends the reclassification of one Administrative Specialist to Executive Assistant.

FISCAL IMPACT

The fiscal impact of the reclassification of an Administrative Specialist to Executive Assistant is approximately $4,000 for the 2021/22 fiscal year. The cost of the reclassification will be funded through the existing budget.

RECOMMENDATION

The City Council adopt a resolution approving the reclassification for one Administrative Specialist to Executive Assistant.

BACKGROUND

A request was received in Human Resources to review the duties performed by an Administrative Specialist in the City Manager's Office. In evaluating the request, staff reviewed the Position Classification Questionnaire that details current duties and responsibilities, class specifications and Personnel Rule 3.5 - Reclassification. The respective department head reviewed the Position Classification Questionnaire for accuracy and recommended the incumbent be properly classified to reflect her current duties and responsibilities. Staff concluded the classification study and found it was appropriate to reclassify the incumbent Administrative Specialist as the incumbents spends the majority of her time performing duties within the Executive Assistant class specification.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Personnel Rule 3.5-Reclassifications permits the City Manager to reclassify some positions when the duties of a position necessitate a change. The City Manager's ability to reclassify employees is limited to those classifications within a "class series." Personnel Rule 3.5 calls for the City Council to reclassify positions not within a "class series" and, consequently, the reclassification of Administrative Specialist to Executive Assistant requires City Council approval.

ATTACHMENT: Resolution

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Reclassification of Administrative) RESOLUTION NO. 21-
Specialist To Executive Assistant)

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, one Administrative Specialist in the City Manager's Office has been performing duties of a higher classification; and

WHEREAS, a classification study recommends the reclassification of the Administrative Specialist to Executive Assistant; and

WHEREAS, Personnel Rule 3.5 – Reclassification – provides the City Manager limited authority to enact reclassifications, and the proposed reclassification from Administrative Specialist to Executive Assistant requires City Council approval.

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

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

Section 2. The City Council adopt this Resolution reclassifying one Administrative Specialist to Executive Assistant.

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

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of July 2021 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for Employees in the International Brotherhood of Electrical Workers Union, Local 1245 for the Period July 1, 2021 through June 30, 2022

MEETING DATE: July 19, 2021

EXECUTIVE SUMMARY

The Memorandum of Understanding between the City of Pittsburg and the International Brotherhood of Electrical Workers (IBEW) Union, Local 1245 expired on June 30, 2021. The City and IBEW representatives started negotiation sessions in March 2021 to develop a successor Memorandum of Understanding (MOU), and have reached a tentative agreement on the terms and conditions of employment for fiscal year 2021-2022 that provides for a one-year contract term, one point five percent (1.5%) cost of living adjustment (COLA), one point five percent (1.5%) lump sum payment, and specific revisions to certain articles of the MOU to be amended. Should the City Council approve these terms, staff will prepare a successor MOU that incorporates the agreed upon changes.

FISCAL IMPACT

The total net cost of the compensation package is $38,007 over the one-year contract, which includes $30,403 for the COLA/lump sum payment and $7,604 for a cash out of employees' partial vacation leave accrual and balance of compensatory time off hours.

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

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the June 18, 2021, tentative agreement, authorizing the City Manager to prepare and execute a successor MOU between the City of Pittsburg and IBEW Local 1245 for the period of July 1, 2021 – June 30, 2022.

BACKGROUND

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

IBEW Local 1245 unit members are deeply committed to providing a level of excellence in public service and responding effectively and efficiently to the needs of the Mare Island community. While the City's ability to effectively recruit and retain qualified employees is related to the quality of the total compensation package offered, the City and IBEW Local 1245 also recognize that recent unprecedented financial challenges and long-term fiscal uncertainty call for a one-year term agreement.

The City and IBEW Local 1245 representatives started meeting in March 2021 to negotiate a successor MOU. During the parties' negotiation sessions, a number of tentative agreements were reached for a one-year contract with a 1.5% COLA, 1.5% lump sum payment, and amendments to language of the MOU.

The IBEW Local 1245 membership ratified the parameters of the tentative agreement package on June 23, 2021. For additional details and changes to terms and conditions of employment, please refer to the Staff Analysis section of this report and Exhibit A – Tentative Agreements between the City of Pittsburg and the IBEW Local 1245 bargaining unit.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

In accordance with the Meyers-Milias-Brown Act, the City Council is asked to approve the terms and conditions of employment for employees in IBEW Local 1245 for the period July 1, 2021 through June 30, 2022.

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

1) Term (Section2)
2) Salary (Section 4)
3) Service Incentive Plan (Section 7.1)
4) Vacation Buyback (Section 7.4)
5) Disciplinary Action (Section 14)
6) Grievances (Section 15.2)
7) Compensatory Time Off (Section 17.6)
8) Past Practice (Section 21)

For additional details of the changes agreed upon, please refer to Exhibit A – Comprehensive Tentative Agreement between the City of Pittsburg and IBEW Local 1245.

ATTACHMENTS: Exhibit A – Comprehensive Tentative Agreement between the City of Pittsburg and IBEW Local 1245
Exhibit B – Resolution

Report Prepared By: Stacy Shell, Director of Human Resources

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Approving the Terms and Conditions of Employment for Employees in the International Brotherhood of Electrical Workers Union, Local 1245 for the Period of July 1, 2021 through June 30, 2022	RESOLUTION NO. 21-

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, City representatives and the duly appointed representatives of IBEW Union Local 1245 have met and conferred in accordance with Section 3500 et seq. of the California Government Code; and

WHEREAS, the membership of the IBEW Union ratified the attached agreement on June 23, 2021; and

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

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

NOW, THEREFORE the City Council DOES RESOLVE as follows:

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

Section 2. The City Council hereby approves the attached terms and conditions and directs staff to prepare a Memorandum of Understanding setting forth the terms and conditions.

Section 3. The Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of July 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

COMPREHENSIVE TENTATIVE AGREEMENT

The Parties have reached a comprehensive tentative agreement on the following issues, individual tentative agreements for which are attached. Any provision of the Memorandum of Understanding between the Parties which is not specifically modified herein will remain status quo. This comprehensive tentative agreement will not be binding on the parties until ratified by IBEW and adopted by the City Council.

1. Term (Section 2)
2. Salary (Section 4)
3. Service Incentive Plan (Section 7.1)
4. Vacation Buyback (Section 7.4)
5. Disciplinary Action (Section 14)
6. Grievances (Section 15.2)
7. Compensatory Time Off (Section 17.6)
8. Past Practices (Section 21)

FOR IBEW

Date 06/16/2021

FOR THE CITY OF PITTSBURG

Date 6/18/21

TENTATIVE AGREEMENT

Term and Wage

SECTION 2. TERM

This Memorandum of Understanding shall be in effect July 1, ~~2020~~ 2021, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth, and shall remain in full force and effect to and including June 30, ~~2021~~ 2022 and shall continue thereafter from year to year unless during the thirty (30) day period beginning February 15, ~~2021~~ 2022 or February 15 of any subsequent year either party has delivered written notice to the other of its desire to amend, modify, or terminate this Memorandum of Understanding. Unless mutually agreed to otherwise, negotiations for a successor Memorandum of Understanding shall begin no later than thirty (30) days subsequent to the delivery of such notification.

~~2.1 Reopener~~

~~Upon request between November 15, 2020 and December 1, 2020, the Parties agree to reopen the MOU to negotiate salary increases and term. The parties to this MOU may mutually agree to reopen a maximum of three (3) additional sections in the MOU by notifying the other party in writing between November 15, 2020 and December 1, 2020.~~

~~If neither party triggers the reopener, negotiations regarding the MOU will be for successor MOU. If either party triggers the reopener by notifying the other party in writing between November 15, 2020 and December 1, 2020, the parties agree that they will promptly return to the collective bargaining table (within 10 days) to begin negotiations over the proposals presented by either side. Each party will present initial counter proposals to the other party's proposals no later than the parties' second meeting date.~~

SECTION 4. SALARIES

Effective the first full pay period following July 1, 2021, salary ranges for represented classifications shall be increased by one point five percent (1.5%). Salary ranges for represented classification shall be as set forth in Appendix A, which is attached hereto and made a part hereof.

One-Time Bonus

Year 1 Payment – Bargaining unit members who are City employees during the first pay period following the later of City Council adoption of the resolution authorizing amendments to the MOU or July 1, 2021 will receive a one-time lump sum payment equivalent to one point five percent (1.5%) of base pay. Employees may elect to have the ~~1%~~ of base pay Lump Sum Payment deposited into their Deferred Compensation

1.5%

Account (subject to IRS maximum contribution limits). If the employee does not elect to deposit the Lump Sum Payment into their Deferred Compensation Account or if the money cannot be lawfully deposited, it will be included in the employee's paycheck for the applicable pay period. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS.

Classification and Compensation Study

The parties agree to meet with the City's retained survey consultant to review the consultant's recommended benchmark classifications and survey matches for a revised Total Compensation Survey to be completed by January 31, 2022. Meetings shall occur no later than September 1, 2022.

The Parties intend the Total Compensation Survey to provide information to support consideration of market-based equity adjustments for individual classifications for successor MOU negotiations. Negotiations will consider both the total compensation survey results and the City's Financial recovery.

[No Change to Remainder of Section]

FOR IBEW

Date 06/16/2021

FOR THE CITY OF PITTSBURG

Date 6/18/21

TENTATIVE AGREEMENT

SECTION 7 – VACATION

7.1 Vacation Accrual

A. Service Achievement Incentive Plan

[No Change to other language.]

[. . .]

The Service Achievement Incentive Plan bank shall not have a vacation leave accrual limit. However, as of the last pay period in December of each year, the City will pay out the balance of each employee's Service Achievement Incentive Plan bank in excess of eighty (80) hours. To the extent permitted by law, and so long as there is no negative impact on the Plan's qualified status, payouts from the Service Achievement Incentive Plan shall be deposited directly into the City's Deferred Compensation Plan. If the funds cannot lawfully be deposited into the employee's Deferred Compensation account (e.g., if they would exceed the maximum contribution), the payout will be included in the employee's paycheck for the applicable pay period.

Employees may utilize the reserve vacation bank accrued hours in accordance with section 7 .2 - Use of Vacation.

[. . .]

FOR IBEW

Date 5/10/2021

FOR THE CITY OF PITTSBURG

Date May 19, 2021

TENTATIVE AGREEMENT

SECTION 7 – VACATION

7.4 Vacation Buyback

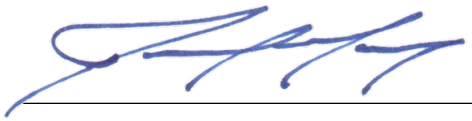
Employees may receive vacation pay in lieu of paid time off, subject to the following limitations. Buyback shall only be made at the request of the employee and upon the approval of the City Manager. Approvals will be granted if it is determined that "buyback" will result in increased cost-effectiveness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

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

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

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

FOR IBEW



Date 5/10/2021

FOR THE CITY OF PITTSBURG

Date May 19, 2021

City Proposal on Disciplinary Action
Revision No. 2
[5/19/21]

The following proposal is intended to update the language regarding delivery of disciplinary notices.

SECTION 14 – DISCIPLINARY ACTION

14.1 Disciplinary Action

Supervisors shall be vested with the powers to discipline employees of the department or work unit, and for cause, may discipline up to a written reprimand.

In emergency situations supervisors may relieve employees of their duties, pending further action by a department head.

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

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

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

The employee shall have the right to request a shop steward, another employee, or bargaining unit representative be present when the employee is called into a meeting that he/she reasonably believes could result in disciplinary action, or where the purpose of the meeting is to propose or impose discipline, or where the purpose of the meeting is to appeal disciplinary action as provided within this section. The City shall send a copy of all disciplinary correspondence to the Local 1245 Business Representative. ~~a Union person authorized to receive notices on behalf of the Union (hereinafter called "Union Official")~~.

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

Any time limit described in the appeal procedures may be extended only by mutual agreement in writing. Failure by the employee or the employee's representative to initiate or appeal within the prescribed time limits shall waive the right of the employee and the employee's representative from appealing the discipline. In the case of an appeal, the

City's last answer shall be final and conclusive. The failure of the City to respond to an appeal within the prescribed time limits shall be cause for the employee to automatically appeal the discipline to the next step. For purposes of determining receipt under this section, e-mails will be deemed received at the time and date they are sent. However, if the receiving party or parties can demonstrate that the e-mail was not received or could not reasonably have been reviewed, the response timeline will be tolled until the circumstances preventing review have ended. [For example, the City serves a disciplinary notice on Employee A and the Local 1245 Business Representative on Day 1. However, both Employee A and the Business Representative are on separate Vacations on Day 1. Employee A returns on Day 3 and the Business Representative returns on Day 2. The response timeline starts on Day 2 instead of Day 1.]

14.2 Disciplinary Action Appeal Procedure for Written Reprimands

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

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

14.3 Disciplinary Action Appeal Procedure for Non-Written Reprimands

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

[. . .]

Tentatively agreed to by the parties.

For the City: _____ Date: June 9, 2021

For Local 1245: _____ Date: 6/9/2021

TENTATIVE AGREEMENT

SECTION 15 – GRIEVANCES

15.2 Grievance Procedure
A grievance shall be processed in the following manner:

Step 1.
Within fourteen (14) days of the event or discovery of the event giving rise to the grievance, the grievant will discuss the grievance verbally with the grievant's immediate supervisor**, either alone or with the assistance of a Local 1245 representative**. For good and sufficient reason, the grievant may initiate the grievance at Step 2. The grievant will clearly state that a grievance is being initiated, and the parties will discuss the matter and attempt to resolve the grievance.

Step 2.
If the grievance is not resolved in Step 1, the grievance shall be reduced to writing and presented to the department head within twenty-eight (28) days of the event or discovery of the event giving rise to the grievance. The written grievance shall contain the following:

A. name of grievant(s)
B. class title(s)
C. department
D. mailing address(e's)
E. a clear statement of the nature of the grievance (citing applicable sections of rules, regulations, resolutions, ordinances or existing practices
F. the date(s) on which the event(s) giving rise to the grievance occurred
G. a proposed solution to the grievance
H. the date of execution of the grievance form
I. the signature of the grievant(s)
J. the signature of the bargaining unit representative, if such a representative is representing the grievant(s)
K. the date of the discussion meeting in Step 1 and the name of the supervisor involved

The department head will investigate the grievance and confer with the grievant(s) in an attempt to resolve the grievance. The department head will issue his/her decision regarding the grievance in writing within fourteen (14) days of receipt of the written grievance.

Step 3.
If the grievance is not resolved by the department head's decision in Step 2, the grievant(s) may appeal the written grievance to the City Manager or designee (other than the supervisor and/or department head involved) within fourteen (14) days of receipt of the department head's decision in Step 2. **Unless Local 1245 requests Advisory**

Arbitration, the City Manager or designee will investigate the grievance, confer with persons affected and their representatives, if any, to the extent he/she deems necessary and render a decision within fourteen (14) days of receipt of the ~~**written**~~ **Department Head's** decision.

~~Step 4.~~
~~In the event the grievant disagrees with the decision of the City Manager or designee, the grievant shall have the opportunity to lodge a request for review by the City Council within seven (7) days of receipt of the City Manager's or designee's decision.~~

Advisory Arbitration

1. **At the request of Local 1245, the City Manager shall submit the grievance to an advisory arbitrator, who shall provide the City Manager an advisory decision.**
2. **The arbitrator shall be selected from among a list of names not to exceed ten (10) names provided by the California State Mediation & Conciliation Service. The method of selection from said list shall consist of the following process:**
    a) **After a toss of coin to decide which party shall move first, a representative of the City and the Union shall alternatively strike one name from the list until one name remains and such person shall act as the arbitrator.**
    b) **The next to the last name stricken shall be the alternate arbitrator to serve in the event the first arbitrator is not available. The procedure shall be followed until there is an available arbitrator.**

3. **The costs of retaining the arbitrator and incidental expenses arising from the arbitrator shall be divided equally between the City and the Union. The City and the Union each shall be fully responsible for their own costs and expenses associated with presenting and defending their own case.**

4. **When an arbitrator has been selected, the City, Union and arbitrator shall begin the arbitration as expeditiously as possible. The arbitrator shall be governed by the Code of Civil Procedure, Sections 1280 - 1284.2 in the conduct of the arbitration, unless any provision of this section conflicts, in which case this section shall govern.**

5. **The arbitrator shall be governed by Government Code Section 6250 et seq. and other pertinent provisions of law with respect to the discovery of confidential records, files and memoranda.**

6. **The arbitrator shall be without power or authority to make any decision which is prohibited by law or is in violation of the terms of this Memorandum of Understanding.**

7. **The arbitrator shall not add to, subtract from, disregard, alter or modify any of the terms of this Memorandum of Understanding.**

8. **The decision of the arbitrator, inclusive any applicable rewards and remedies, shall:**

    a) **Be made in writing within thirty (30) days of the close of the hearing and mailed to the City Manager, City Attorney, Local 1245 and the employee; and**

    b) **Recite the basis for the arbitrator's decision.**

9. **The arbitrator's decision shall be advisory on the City Manager.** The City **Manager** ~~Council~~ shall conduct a review of the ~~City Manager's~~ **arbitrator's** decision with the authority to either affirm, reverse, or modify the ~~City Manager's or designee's~~ **arbitrator's** decision. The City **Manager** ~~Council~~ shall render a decision within ~~two~~ **thirty (30) days after the arbitrator issues his or her decision.** ~~regularly scheduled City Council meetings following the request for review~~. **If the City Manager has not rendered a decision within thirty (30) days after the arbitrator issues his or her decision (or such other time period mutually agreed by the parties), the arbitrator's decision will be deemed adopted as the decision of the City Manager.**

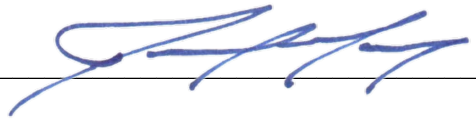
Representation
Local 1245 may represent a grievant at any step of the grievance process. However, only Local 1245 may appeal a grievance to advisory arbitration.

Time limits
The parties may extend any time limits in this section by mutual agreement. Failure by the employee or the Union to follow the time limits, unless so extended, shall nullify the grievance. Failure by the City to follow the time limits, unless so extended, shall cause the grievance to be moved to the next step.

For the purpose of this Article, "days" means calendar days. If a due date falls on a

weekend or a holiday recognized by the City, the due date shall be extended to the next regular work day for employees at City Hall.

FOR IBEW



Date 06/16/2021

FOR THE CITY OF PITTSBURG

Date 6/18/21

TENTATIVE AGREEMENT

SECTION 17 – OVERTIME

17.6 Compensatory Time Off (CTO)

Notwithstanding any provisions hereunder contrary, department heads or designees shall be allowed to grant compensatory time off on a time and one-half {1-1/2X) basis subject to the following:

A. At the time of the overtime assignment, the employee shall make his/her election to be paid for said time or have said overtime entered into a compensatory time off account. Once compensatory time is so entered, it cannot be exchanged for pay.

B. No more than two hundred forty (240) hours of compensatory time off can be accumulated and maintained on the employee's account at any one time.

C. In determining capability of taking compensatory time off at a given time, due regard shall be given to:
   1. the wishes of the employee;
   2. date of application for specific time off; and
   3. seniority {in the event of multiple requests).

D. With the last full pay period each December, all unused compensatory time shall be paid out at the employee's rate of pay. To the extent permitted by law, and so long as there is no negative impact on the Plan's qualified status, individual employees may elect to have payouts of compensatory time deposited directly into the City's Deferred Compensation Plan. If the employee does not so elect or if the funds cannot lawfully be deposited into the employee's Deferred Compensation account (e.g., if they would exceed the maximum contribution), the payout will be included in the employee's paycheck for the applicable pay period.

FOR IBEW

Date 5/10/2021

FOR THE CITY OF PITTSBURG

Date May 19, 2021

TENTATIVE AGREEMENT

~~**SECTION 21. PAST PRACTICES**~~

~~The continuation of working conditions and past practices not specifically contained in this Memorandum of Understanding is not guaranteed by this Agreement. Nonetheless, this is the first comprehensive Memorandum of Understanding to be negotiated between the City and IBEW Local 1245, and the parties recognize that certain existing working conditions and/or past practices may exist that are not explicitly contained in this MOU. If, during the term of this MOU, either party identifies what it believes to be a working condition or a past practice, the parties shall meet and confer regarding such working condition or past practice. If it is mutually agreed that the practice or working condition did exist, the parties will amend this Memorandum of Understanding or enter into a Side Letter Agreement accordingly. If the parties are unable to agree on the existence of a working condition or past practice, or unable to come to terms on provisions thereof, the dispute will be resolved pursuant to this MOU's grievance procedure or the City's established impasse resolution procedures.~~

FOR IBEW

Date 5/4/2021

FOR THE CITY OF PITTSBURG

Charles Sakai

Date 5/4/21

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

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

MEETING DATE: July 19, 2021

EXECUTIVE SUMMARY

The City Council is being asked to adopt the proposed amendments to the Management Group and Senior Executive Team Salary and Benefits Schedule to incorporate changes previously adopted or approved.

FISCAL IMPACT

There is no fiscal impact for the proposed amendments to the Management Group and Senior Executive Team Salary and Benefits Schedules.

RECOMMENDATION

The City Council adopt a resolution to amend the Management Group Salary and Benefits Schedule to reflect the recent addition of the Assistant Director of Planning and provide eligibility for an additional five percent (5%) professional certification pay and for the retitle of two classifications within the Senior Executive Team Salary and Benefit Schedule.

BACKGROUND

On June 19, 2021, the City Council adopted a resolution to amend the Management Group Salary and Benefit Schedule to establish the salary range of Assistant Director of Planning and provide eligibility for an additional five percent (5%) of base pay for an active and valid American Institute of Certified Planners (AICP) Certification.

Earlier this year, the City Manager approved the title change of Assistant City Manager to Deputy City Manager to allow for the interim appointment of two directors to the Deputy City Manager classification. The change was to assist with the City's reorganization after the retirement of the Assistant City Manager in December. Additionally, in preparation for the reorganization of the Community Development Department, the City Manager approved the

retitle of the Director Community Development to Director of Community and Economic Development.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Personnel Rule 3.3 Approval, Amendment and Revision of Plan states in part, that any proposed amendment or revision to the classification plan shall be initiated by or submitted to the Human Resources Director who shall provide a recommendation to the City Manager or designee. The classification plan shall be approved, and may be amended from time to time, by the City Manager.

The Management Group and Senior Executive Team Salary and Benefits Schedule lists all classifications designated as Management Group and Senior Executive Team. The covered positions are at-will appointments and serve at the pleasure of the City Manager.

If approved, the Assistant Director of Planning will be added to the Management Group Benefits and Salary Schedule with the eligibility for an additional five percent (5%) of base pay for an active and valid American Institute of Certified Planners (AICP) Certification. In addition, the retitle of Assistant City Manager to Deputy City Manager, and Director of Community Development to Director of Community and Economic Development will be added to the Senior Executive Team Salary and Benefits Schedule.

ATTACHMENTS:
Resolution
Amended Management Group and Senior Executive Team Benefits and Salary Schedule

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amend the Management Group and Senior Executive Team Salary and Benefits Schedule) RESOLUTION NO. 21-

WHEREAS, the City Manager has established the new class specification of Assistant Director of Planning; and

WHEREAS, the City Manager recommends the Assistant Director of Planning be added to the Management Group Salary and Benefit Schedule; and

WHEREAS, the amendment to the Management Group Salary and Benefit Schedule will provide eligibility to the Assistant Director of Planning for a five percent (5%) certification incentive pay for an active and valid American Institute of Certified Planners (AICP) Certification; and

WHEREAS, the City Manager has retitled the Assistant City Manager to Deputy City Manager and Director of Community Development to Director of Community and Economic Development; and

WHEREAS, the City Council wishes to modify the City's Management Group and Senior Executive Team Salary and Benefits Schedule.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby approves and authorizes amendments to the Management Group and Senior Executive Team Salary and Benefit Schedule.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of July 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

City of Pittsburg
Management Group Salary & Benefits Schedule
Effective June 21, 2021~~March 16, 2020~~

1. POSITIONS COVERED 2

2. SALARIES 2
2.1 Winter Closure 2

3. BENEFITS 3
3.1 Medical 3
3.2 Retiree Medical – hired before January 1, 2012 4
3.3 Dental 5
3.4 Medical and/or Dental Alternative 5
3.5 Flexible Benefits Plan 6
3.6 Life Insurance 6
3.7 Long-Term Disability 6
3.8 Deferred Compensation 6
3.9 Retirement 6
3.10 Social Security 8
3.11 Education Reimbursement 8
3.12 Employee Assistance Program 8
3.13 Professional Association Dues 8
3.14 Service Awards 8

4. LEAVES 9
4.1 Administrative Leave 9
4.2 Vacation Accrual & Usage 9
4.3 Sick Leave Accrual & Usage 12
4.4 Personal Necessity Leave 13
4.5 Holidays/Holiday Pay/Floating Holidays ..... 14~~13~~
4.6 Catastrophic Leave 14
4.7 Bereavement Leave 15
4.8 Compensation (Workers' Comp Salary Continuation) Leave ..... 16~~15~~
4.9 Leave without Pay 16

5. STANDARD HOURS OF WORK & OVERTIME 16

Appendix A. 17

1. POSITIONS COVERED

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

Positions included in this group are listed in Appendix A.

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

2. SALARIES

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

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

2.1 Winter Closure

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

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

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

3. BENEFITS

3.1 Medical

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

City's contribution toward medical insurance

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

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

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

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

City's contribution toward regular part-time employees

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

3.1(a) Exclusions

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

3.2 Retiree Medical – hired before January 1, 2012

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

1. Retired employee with a minimum of fifteen (15) but fewer than twenty (20) years of full-time regular City service shall receive the lesser of his/her actual premium amount or fifty percent (50%) of the active employee Kaiser premium per month for the retiree only; or

2. Retired employee with a minimum of twenty (20) but fewer than twenty-five (25) years of full-time regular City service shall receive the lesser of his/her actual premium amount or seventy-five percent (75%) of the active employee Kaiser premium per month for the retiree only; or

3. Retired employee with a minimum of twenty-five (25) years of full-time regular City service shall receive the lesser of his/her actual premium amount or one hundred percent (100%) of the active employee Kaiser premium (retiree only or retiree and spouse, whichever is applicable) per month for the retiree and retiree's spouse.

4. Within the confines of Retiree Medical Insurance, the term "full-time regular City service" shall also include hourly service for those full-time employees who transitioned from hourly status to regular status during the period of 1994 through 1998.

5. A retired employee's spouse (spouse at time of retirement only) who receives no City contribution for spousal health insurance is eligible to participate in the City's offered retiree health insurance program; provided, however, that the retired employee and spouse agree to fully pay the monthly premium plus an additional two percent (2%) of the monthly premium as a City administrative fee.

6. The City's contribution toward retiree health insurance, and the retiree and/or retiree's spouse's participation in the City's offered retiree health insurance, shall end at the end of the month following the retired employee's sixty-fifth (65^{th}) birthday. In the event the retiree passed away before his/her sixty-fifth (65^{th}) birthday then the City's contribution toward the surviving spouse's monthly premium shall continue until the end of the month following what would have been the retired employee's sixty-fifth (65^{th}) birthday.

7. Exclusions – The benefits described above shall apply to all current and future retirees except for the following exclusions:

    a. Retirees who do not retire directly from City service; or

b. Retirees and their spouses who are included in the Pittsburg Municipal Employees Retirement System of 1948; or

c. Spouses of deceased retirees who remarry an individual not eligible for benefits under this provision; or

d. Retirees who fail to comply with any requirements as described in 'verifications"; or

e. Spousal benefits described in this provision shall only apply to the spouse married to the retiree at the time of retirement. Spousal benefits cannot be acquired after retirement nor can they be transferred to a different spouse as in the case of death or divorce and remarriage; or

8. Verification – Retired employees who do not purchase medical insurance plan made available to retired employees/spouses by the City must submit annually proof of medical insurance. Retired employees and spouses of deceased employees must submit annually verification, on a form furnished by City, of continued eligibility.

B. Employees hired on or after January 1, 2012 will be provided a Retirement Health Savings (RHS) plan, to which the City and Employee shall both contribute $75 per month. Participation in the plan is required by the employee;

3.3 Dental

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

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

3.4 Medical and/or Dental Alternative

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

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

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

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

3.5 Flexible Benefits Plan

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

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

3.6 Life Insurance

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

3.7 Long-Term Disability

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

3.8 Deferred Compensation

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

3.9 Retirement

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

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

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

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

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

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

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

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

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

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

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

3.10 Social Security

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

3.11 Education Reimbursement

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

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

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

Costs for education reimbursement come from each individual departmental budget.

3.12 Employee Assistance Program

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

3.13 Professional Association Dues

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

3.14 Service Awards

Effective July 1, 2018, the City shall discontinue issuing service awards and implement the Service Achievement Incentive Plan outlined in Section 4.2 Vacation Accrual & Usage. Upon implementation, employees eligible for service award pay between January 1, 2018 and June 30, 2018, shall receive a bank of reserve vacation hours in accordance with the provisions of the Service Achievement Incentive Plan, in lieu of receiving the pay associated with the service award in this section.

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

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

3.15 Professional Certifications

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

4. LEAVES

4.1 Administrative Leave

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

4.2 Vacation Accrual & Usage

4.2.1 Accruals:

The vacation accrual rate shall be:

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

Regular part-time employees shall accrue vacation in the amount proportionate to the ratio of scheduled hours of work per work week to the

standard work week, but in no case shall the number of days of vacation accrued per year exceed those days allowed for a similarly classified regular full-time employee.

4.2.2 Use of Vacation:

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

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

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

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

4.2.3 Minimum Use:

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

4.2.4 Vacation Buyback:

Employees may receive vacation pay in lieu of paid time-off. Buyback shall only be made at the request of the employee and upon the approval of the City Manager. Approvals will be granted if it is determined that “buyback” will result in increased cost-effectiveness and efficiency to the City as determined by the City Manager. Employees are only eligible for one such approval in a 12-month period and only one buyback per fiscal year. Each vacation buyback shall be limited to a maximum of 80 hours and will be at the employee’s regular rate of pay. Vacation hours bought back shall be paid at the employee’s normal hourly rate of pay at the time of the buyback, excluding any enhancements such as out of class pay. The City Manager may authorize buyback in excess of the 80-hour limit in urgent and/or emergency situations.

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

4.2.5 Holidays Falling During Vacations:

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

4.2.6 Service Achievement Incentive Plan:

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

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

2. At the completion of 10 years of service, the employee shall receive 50 hours of vacation to be added to the employee's reserve vacation bank.

3. At the completion of 15 years of service, the employee shall receive 60 hours of vacation to be added to the employee's reserve vacation bank.

4. At the completion of 20 years of service, the employee shall receive 70 hours of vacation to be added to the employee's reserve vacation bank.

5. At the completion of 25 years of service, the employee shall receive 80 hours of vacation to be added to the employee's reserve vacation bank.

6. At the completion of 30 years of service, the employee shall receive 80 hours of vacation to be added to the employee's reserve vacation bank.

7. At the completion of 35 years of service, the employee shall receive 80 hours of vacation to be added to the employee's reserve vacation bank.

8. At the completion of 40 years of service, the employee shall receive 80 hours of vacation to be added to the employee's reserve vacation bank.

9. Upon initial implementation of the Service Achievement Incentive Plan, effective July 1, 2018:

   a) Employees with at least 5 years, but less than 10 years of full-time continuous service with the City shall receive a preliminary reserve vacation bank of 20 hours.

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

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

4.3 Sick Leave Accrual & Usage

4.3.1 Definitions:

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

4.3.2 Limitations:

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

4.3.3 Accruals:

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

Regular part-time employees shall accrue sick leave in the amount proportionate to the ratio of scheduled hours of work per week to the

standard work week, but in no case shall the number of sick leave hours accrued each month exceed eight (8).

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

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

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

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

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

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

4.3(h) Compensation:
Full pay and allowances will accrue to employees during periods of authorized sick leave.

4.3(i) Unearned Sick Leave:
Employees may not "borrow" on unearned sick leave.

4.4 Personal Necessity Leave

Employees may use a maximum of 32 hours of accrued sick leave per calendar year for reasons of personal necessity. For purposes of this section, personal necessity shall mean the employee requests leave from

their work to attend to personal business that cannot be dispensed with off duty. Personal necessity leave is to be requested in advance and shall be reviewed and (dis)approved by the City Manager. Personal necessity leave is considered use of sick leave.

4.5 Holidays/Holiday Pay/Floating Holidays

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

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

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

4.6 Catastrophic Leave

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

4.6(a) Definitions:

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

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

4.6(b) Eligibility:

1. Donors

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

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

4.6(c) Procedures:

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

4.7 Bereavement Leave

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

Time off for funerals or bereavement leave must be taken within six (6) months of the death of the immediate family member. In the event an employee desires to take additional time off with pay in excess of that

provided for a death in the immediate family, or in the event the employee desires to attend the actual funeral or service of active or retired City officials, employees, or other family members not covered in this section, and if the employee has unused vacation or sick leave, the employee may take such additional time off or, the time necessary to attend such funeral, and charge it against his/her unused vacation, compensatory time, and/or sick leave.

4.8 Compensation (Workers' Comp Salary Continuation) Leave

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

4.9 Leave without Pay

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

5. STANDARD HOURS OF WORK & OVERTIME

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

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

Appendix A.

A. FY 2018/19 monthly full-time salary ranges are:

Effective July 1, 2018

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

Effective July 14, 2019

Position	Minimum	Maximum
Assistant Director of Finance	10,700	13,004
Assistant Director of Economic Dev. and Recreation	10,700	13,004
Assistant to the City Manager	10,278	12,492
City Engineer	11,455	13,923
Director of Recreation and Maintenance Services	11,455	13,923
Director of Water Utilities	13,112	15,936
Executive Assistant	6,018	7,314
Human Resources Manager	10,278	12,492
Power Company Manager	11,455	13,923

Effective June 21, 2021

Position	Minimum	Maximum
Assistant Director of Planning	10,700	13,004

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

C. Off Salary Range One-Time-Only Payment

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

City of Pittsburg
Senior Executive Team Salary & Benefits Schedule
Effective ~~June 1, 2020~~May 17, 2021

1.	POSITIONS COVERED	3
2.	SALARIES	3
2.1	Winter Closure	3
3.	BENEFITS	4
3.1	Medical	4
3.2	Retiree Medical – hired before January 1, 2012	4
3.3	Dental	6
3.4	Medical and/or Dental Alternative	6
3.5	Flexible Benefits Plan	7
3.6	Life Insurance	7
3.7	Long-Term Disability	7
3.8	Deferred Compensation	7
3.9	Retirement	7
3.10	Social Security	9
3.11	Education Reimbursement	9
3.12	Employee Assistance Program	9
3.13	Professional Association Dues	9
3.14	Service Awards	10
3.15	Uniform Allowance	10
4.	LEAVES	10
4.1	Administrative Leave	10
4.2	Vacation Accrual & Usage	10
4.2.1	Accruals	10
4.2.2	Use of Vacation	11
4.2.3	Minimum Use	11
4.2.4	Vacation Buyback	11
4.2.5	Vacation Conversion to 401(a) Contribution	12
4.2.6	Holidays Falling During Vacations	12
4.3	Sick Leave Accrual & Usage	12
4.3.2	Limitations	13
4.3.3	Accruals	14
4.3.4	Unused Sick Leave	14
4.3.6	Verifications	14
4.3.7	Notifications	15
4.3.8	Compensation	15
4.3.9	Unearned Sick Leave	15
4.4	Personal Necessity Leave	15
4.5	Holidays/Holiday Pay/Floating Holidays	15
4.6	Catastrophic Leave	15
4.6.1	Definitions	16
4.6.2	Eligibility	17
4.6.3	Procedures	17
4.7	Bereavement Leave	17

4.8 Compensation (Workers' Comp Salary Continuation) Leave 18
4.9 Leave without Pay..... 18

5. STANDARD HOURS OF WORK & OVERTIME 18

Appendix A. 19

1. POSITIONS COVERED

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

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

Positions within this unit include:

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

2. SALARIES

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

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

2.1 Winter Closure

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

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

3. BENEFITS

3.1 Medical

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

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

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

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

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

City's contribution toward regular part-time employees

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

3.2 Retiree Medical – hired before January 1, 2012

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

1. Retired employee with a minimum of fifteen (15) but fewer than twenty (20) years of full-time regular City service shall receive the lesser of his/her actual premium amount or fifty percent (50%) of the active employee Kaiser premium per month for the retiree only; or

2. Retired employee with a minimum of twenty (20) but fewer than twenty-five (25) years of full-time regular City service shall receive the lesser of his/her actual premium amount or seventy-five percent (75%) of the active employee Kaiser premium per month for the retiree only; or

3. Retired employee with a minimum of twenty-five (25) years of full-time regular City service shall receive the lesser of his/her actual premium amount or one hundred percent (100%) of the active employee Kaiser premium (retiree only or retiree and spouse, whichever is applicable) per month for the retiree and retiree's spouse.

4. Within the confines of Retiree Medical Insurance, the term "full-time regular City service" shall also include hourly service for those full-time employees who transitioned from hourly status to regular status during the period of 1994 through 1998.

5. A retired employee's spouse (spouse at time of retirement only) who receives no City contribution for spousal health insurance is eligible to participate in the City's offered retiree health insurance program; provided, however, that the retired employee and spouse agree to fully pay the monthly premium plus an additional two percent (2%) of the monthly premium as a City administrative fee.

6. The City's contribution toward retiree health insurance, and the retiree and/or retiree's spouse's participation in the City's offered retiree health insurance, shall end at the end of the month following the retired employee's sixty-fifth (65th) birthday. In the event the retiree passed away before his/her sixty-fifth (65th) birthday then the City's contribution toward the surviving spouse's monthly premium shall continue until the end of the month following what would have been the retired employee's sixty-fifth (65th) birthday.

7. Exclusions – The benefits described above shall apply to all current and future retirees except for the following exclusions:

    a. Retirees who do not retire directly from City service; or

    b. Retirees and their spouses who are included in the Pittsburg Municipal Employees Retirement System of 1948; or

    c. Spouses of deceased retirees who remarry an individual not eligible for benefits under this provision; or

d. Retirees who fail to comply with any requirements as described in ‘verifications”; or

e. Spousal benefits described in this provision shall only apply to the spouse married to the retiree at the time of retirement. Spousal benefits cannot be acquired after retirement nor can they be transferred to a different spouse as in the case of death or divorce and remarriage; or

8. Verification – Retired employees who do not purchase medical insurance plan made available to retired employees/spouses by the City must submit annually proof of medical insurance. Retired employees and spouses of deceased employees must submit annually verification, on a form furnished by City, of continued eligibility.

B. Employees hired on or after January 1, 2012 will be provided a Retirement Health Savings (RHS) plan, to which the City and Employee shall both contribute $75 per month. Participation in the plan is required by the employee.

3.3 Dental

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

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

3.4 Medical and/or Dental Alternative

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

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

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

3.5 Flexible Benefits Plan

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

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

3.6 Life Insurance

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

3.7 Long-Term Disability

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

3.8 Deferred Compensation

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

3.9 Retirement

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

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

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

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

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

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

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

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

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

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

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

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

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

3.10 Social Security

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

3.11 Education Reimbursement

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

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

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

Costs for education reimbursement come from each individual departmental budget.

3.12 Employee Assistance Program

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

3.13 Professional Association Dues

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

3.14 Service Awards

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

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

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

3.15 Exclusions

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

4. LEAVES

4.1 Administrative Leave

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

4.2 Vacation Accrual & Usage

4.2.1 Accruals

The vacation accrual rate shall be:

Years of Continuous Public Sector Service	Accrual Rate
0-5 Years	Accrue 4.00 hours per pay period (13 days)
6-10 Years	Accrue 5.54 hours per pay period (18 days)

11 Years	Accrue 5.85 hours per pay period (19 days)
12 Years	Accrue 6.15 hours per pay period (20 days)
13 Years	Accrue 6.47 hours per pay period (21 days)
14 Years	Accrue 6.77 hours per pay period (22 days)
15-19 Years	Accrue 7.08 hours per pay period (23 days)
20 and more years	Accrue 8.62 hours per pay period (28 days)

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

4.2.2 Use of Vacation

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

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

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

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

4.2.3 Minimum Use

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

4.2.4 Vacation Buyback

Employees may receive vacation pay in lieu of paid time-off. Buyback shall only be made at the request of the employee and upon the approval of the City Manager. Approvals will be granted if it is determined that “buyback” will result in increased cost-effectiveness and efficiency to the City as determined by the City Manager. Employees are only eligible for one such approval in a 12-month period and only one buyback per fiscal year. Each vacation buyback shall be limited to a maximum of 40 hours and will be at

the employee's regular rate of pay. Vacation hours bought back shall be paid at the employee's normal hourly rate of pay at the time of the buyback, excluding any enhancements such as out of class pay.

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

4.2.5 Vacation Conversion to 401(a) Contribution

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

4.2.6 Holidays Falling During Vacations

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

4.2.7 Service Achievement Incentive Plan

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

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

2. At the completion of 10 years of service, the employee shall receive 50 hours of vacation to be added to the employee's reserve vacation bank.

3. At the completion of 15 years of service, the employee shall receive 60 hours of vacation to be added to the employee's reserve vacation bank.

4. At the completion of 20 years of service, the employee shall receive 70 hours of vacation to be added to the employee's reserve vacation bank.

5. At the completion of 25 years of service, the employee shall receive 80 hours of vacation to be added to the employee's reserve vacation bank.

6. At the completion of 30 years of service, the employee shall receive 80 hours of vacation to be added to the employee's reserve vacation bank.

7. At the completion of 35 years of service, the employee shall receive 80 hours of vacation to be added to the employee's reserve vacation bank.

8. At the completion of 40 years of service, the employee shall receive 80 hours of vacation to be added to the employee's reserve vacation bank.

9. Upon initial implementation of the Service Achievement Incentive Plan, effective July 1, 2018:

a. Employees with at least 5 years, but less than 10 years of full-time continuous service with the City shall receive a preliminary reserve vacation bank of 20 hours.

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

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

4.3 Sick Leave Accrual & Usage

4.3.1 Definitions

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

4.3.2 Limitations

Sick leave with pay shall be granted to all employees as provided for below. Sick leave may be used for sickness or injury arising out of an employee's work for the City, as well as for sickness or injuries which are not work connected. Sick leave shall not be considered as a right which an employee

may use at their discretion but shall be allowed only in case of necessity and actual personal sickness, disability; provided, however, that any employee who engages in any gainful business or employment while on sick leave shall be subject to dismissal. Provided further, that sick leave may not be used if the sickness or injury results from an employee's outside employment.

4.3.3 Accruals

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

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

4.3.4 Unused Sick Leave

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

4.3.5 Sick Leave Incentive

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

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

4.3.6 Verifications

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

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

4.3.7 Notifications

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

4.3.8 Compensation

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

4.3.9 Unearned Sick Leave

Employees may not "borrow" on unearned sick leave.

4.4 Personal Necessity Leave

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

4.5 Holidays/Holiday Pay/Floating Holidays

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

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

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

4.6 Catastrophic Leave

The Catastrophic Leave Program is designed to assist employees who have exhausted paid time credits due to an employee's or their immediate family member's serious or catastrophic illness or injury. This program allows other employees to donate time to the affected employee so that he/she can

remain in a paid status for a longer period of time, thus partially reducing the financial impact of the illness or injury.

4.6.1 Definitions

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

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

4.6.2 Eligibility

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

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

4.6.3 Procedures

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

4.7 Bereavement Leave

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

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

4.8 Compensation (Workers' Comp Salary Continuation) Leave

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

4.9 Leave without Pay

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

5. STANDARD HOURS OF WORK & OVERTIME

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

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

Appendix A.

A. FY 2018/19 monthly full-time salary ranges are:

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

Effective July 14, 2019		
Position	**Minimum**	**Maximum**
~~Assistant~~ Deputy City Manager*	14,744	18,815
Chief of Police	15,022	18,991
Director of Community and Economic Development*	12,608	15,936
Director of Community Services	12,608	15,936
Director of Finance	12,608	15,936
Director of Human Resources	12,608	15,936
Director of Public Works	13,624	16,562
Director of Records and Council Services	10,278	12,492

Title change only
Effective May 17, 2021

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

C. Off Salary Range One-Time-Only Payment

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

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 Designating a Voting Delegate at the League of California Cities Annual Conference in September 2021

MEETING DATE: July 19, 2021

EXECUTIVE SUMMARY

The League of California Cities advises the City Council to take action no later than September 15, 2021, to appoint a voting delegate for the City of Pittsburg at their Annual Conference to be held September 22-24, 2021 in Sacramento, California.

FISCAL IMPACT

No fiscal impact from this action.

RECOMMENDATION

Adopt the attached Resolution designating City Council Member Shanelle Scales-Preston as the City of Pittsburg's voting delegate at the League of California Cities Annual Conference in September 2021.

BACKGROUND

In order to vote at the League of California Cities 2021 Annual Conference Annual Business Meeting in Sacramento, California, voting delegates and alternates must be designated by the City Council. Attached is a copy of the notice received from the League of California Cities.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

City Council Member Scales-Preston is fully registered to attend the League of California Cities Annual Conference this year. Designation of City Council Member Scales-Preston is recommended.

ATTACHMENTS: Resolution
2021 Voting Delegate Packet

Report Prepared By: Amanda McVey, Assistant City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Designating a Voting Delegate at the League of California Cities Annual Conference in Sacramento, California September 22-24, 2021	))))	RESOLUTION NO. 21-

WHEREAS, in order to vote at the League of California Cities 2021 Annual Conference Annual Business Meeting in Sacramento, California, voting delegates and alternates must be designated by the City Council; and

WHEREAS, Member Shanelle Scales-Preston is registered to attend the League of California Cities 2021 Annual Conference and Annual Business Meeting and should therefore be appointed the City of Pittsburg's voting delegate and alternate.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby appoints City Council Member Shanelle Scales-Preston as the City of Pittsburg's voting delegate at the League of California Cities 2021 Annual Conference and Annual Business Meeting in Sacramento.

PASSED AND ADOPTED by the City Council of the City of Pittsburg, at a regular meeting on the 19th day of July 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by August 31, 2021

June 16, 2021

TO: City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 22-24, 2021

Cal Cities 2021 Annual Conference & Expo is scheduled for September 22-24, 2021 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 24. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Wednesday, September 15. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note: Our number one priority will continue to be the health and safety of participants. We are working closely with the Sacramento Convention Center to ensure that important protocols and cleaning procedures continue, and if necessary, are strengthened. Attendees can anticipate updates as the conference approaches.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open mid-June at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but

only between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 22, 8:00 a.m. – 6:00 p.m.; Thursday, September 23, 7:00 a.m. – 4:00 p.m.; and Friday, September 24, 7:30 a.m.– 11:30 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 15. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

LEAGUE OF CALIFORNIA CITIES

CITY:_____

2021 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Wednesday, September 15, 2021. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name:_____

Title:_____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email _____

Mayor or City Clerk_____ Date_____ Phone_____
(circle one) (signature)

Please complete and return by Wednesday, September 15, 2021 to:
Darla Yacub, Assistant to the Administrative Services Director
E-mail: dyacub@cacities.org
Phone: (916) 658-8254

LEAGUE OF CALIFORNIA CITIES

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute a Professional Services Agreement for Environmental Consultation Services

MEETING DATE: 7/19/21

EXECUTIVE SUMMARY

The City of Pittsburg has been awarded an $800,000 Brownfield Multipurpose Grant from the United States Environmental Protection Agency (US EPA), and desires to retain the services of a firm to provide environmental assessments and remediation planning services related to brownfield sites. The Environmental Services Division awarded and retained the services of TRC Solutions, Inc. to perform the grant activities. This Agreement is for the next steps in the scope of work which are sitework remediation planning and oversight.

FISCAL IMPACT

The City received an $800,000 Brownfield Multipurpose grant from the US EPA for management and revitalization of brownfields. The Agreement with TRC Solutions, Inc. is not to exceed the project amount of $374,000. This amount is budgeted within the original funding received by US EPA.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution authorizing execution of a Professional Services Agreement with TRC Solutions, Inc. for Environmental Consultation Services.

BACKGROUND

Brownfields are properties at which the expansion, redevelopment, or reuse may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. In 2017, the City received a $300,000 Community-wide Brownfield Assessment Grant from the US EPA grant for environmental assessments of existing brownfields. In addition to the assessment funding, this $800,000 Brownfield Multipurpose Grant awarded in 2019 provides funding for addressing a wider range of development

hurdles brought on by brownfields, including site assessments, clean up planning, remediation, and reuse planning.

The City's Environmental Services Division is responsible for fostering projects that promote public benefit and redevelopment of underutilized properties. As a historically heavy industrial City, there are several brownfields at which redevelopment would have the potential to alter the community in positive ways. Environmental assessment and remediation of these properties fosters brownfield redevelopment and revitalization.

SUBCOMMITTEE FINDINGS

The item was not presented at a subcommittee meeting.

STAFF ANALYSIS

The City of Pittsburg has been awarded a Brownfield Multipurpose grant from the US EPA. Under the Cooperative Agreement between the City of Pittsburg and the US EPA, the City may acquire the services of a qualified environmental professional to complete grant activities including site assessments, clean-up planning, remediation, reuse planning, and more.

Staff released a Request for Qualifications (RFQ) for Community-wide Brownfield Environmental Assessment Services in November 2017. The RFQ asked applicants to demonstrate their resource capability, experience, ability to complete federally funded projects, project management approach, schedule, familiarity with public works projects, and environmental expertise. Staff received 17 responses. The two top qualified firms were interviewed. TRC Solutions, Inc. was selected as the preferred firm. Since then, the City has worked with TRC Solutions, Inc. on site investigations at more than seven brownfields throughout the City. Under the City’s second grant, the Brownfield Multipurpose Grant, expansion of sitework to remediation planning and oversight as outlined by the proposed scope of work are next steps in the City’s US EPA-funded Brownfield Revitalization Grant Program.

ATTACHMENTS: Resolution

Report Prepared By: Sara Bellafronte, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute)
a Professional Services Agreement for) RESOLUTION NO. 21-
Environmental Consultation Services)

WHEREAS, the City of Pittsburg desires to revitalize its brownfields to combat pollution, blight, stagnation and other economic development hurdles associated with them; and

WHEREAS, the City Council authorized the acceptance of a $800,000 Brownfield Multipurpose grant from the United States Environmental Protection Agency (US EPA) for a on January 21, 2020; and

WHEREAS, site reuse assessments, clean-up planning, and remediation oversight will foster development and revitalization opportunities in Pittsburg; and

WHEREAS, under the Cooperative Agreement between the City of Pittsburg and the US EPA, the City of Pittsburg may acquire the services of a qualified environmental professional to complete grant activities; and

WHEREAS, the City has worked with TRC Solutions, Inc. (TRC) on more than seven US EPA grant-funded brownfield sites and TRC has demonstrated the expertise required to meet the obligations of the grant and complete the expanded scope of work.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute a Professional Services Agreement with TRC Solutions, Inc. in the not to exceed amount of $374,000.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 19th day of July 2021 by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
TRC SOLUTIONS, INC.**

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and TRC Solutions, Inc., a California corporation ("Consultant") (together referred to as the "Parties") as of August 1, 2021 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on October 31, 2024 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

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

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

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

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed three hundred seventy-four thousand dollars ($374,000), 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.

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

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

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be

excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

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

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

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

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

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

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

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

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

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

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

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

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers,

officials, employees, agents, and volunteers are covered as additional insured on all coverages.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Requirement. To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be been determined to apply.

5.2 PERS Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any

employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

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

7.4 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or

gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

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

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

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

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

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be

released to third parties by Consultant without prior written approval of City.

9.2 Consultant's Books and Records. Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

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

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

Consultant : TRC Solutions, Inc.
2300 Clayton Road, Suite 610
Concord, CA 94520
ATTN: Glenn Young

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: Sara Bellafronte

10.9 **Professional Seal.** Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The

stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility.”

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

Exhibit A Scope of Services
Exhibit B Compensation Schedule

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

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

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

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

CITY OF PITTSBURG **CONSULTANT**

_____ _____

Garrett Evans, City Manager **Jonathan Scheiner TITLE**

Attest:

_____
Alice Evenson, City Clerk

Approved as to Form:

_____
Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide site assessment and remediation services under the City's Assessment and Multipurpose Grants (Grants) issued by the USEPA for sites identified by the City. Costs for these services will be tracked on a per-site basis for review by the City. TRC will prepare Site-specific proposals for City's review and approval to accurately track and thereby optimize the efficient use of the City's Grant funds.

Consultant shall assist the City with administering and implementing assessment and cleanup services for redevelopment areas, including but not limited to the City of Pittsburg waterfront, downtown, and manufacturing areas.

Consultant shall provide Qualified Environmental Professionals (QEPs) who have experience with the full range of site assessment, remediation, environmental mitigation, and property redevelopment services.

Consultant shall provide support with the City's community outreach communications related to cleanup activities as needed, focusing on City-owned properties as directed by the City.

Consultant shall provide environmental consultation to the City as needed.

SPECIFIC TASKS
Environmental consulting services will include strategic discussions/meetings with the City, EPA, and/or property owners and developers, as applicable. Services may include some or all of the following tasks as directed by the City:

1. Phase I Environmental Site Assessment (ESA)
2. Site-specific Sampling and Analysis Plan (SAP)
3. Workplans for Phase II soil, soil-vapor, and groundwater investigations
4. Implementation of workplans for Phase II investigations
5. Project Management and attendance at meetings
6. Cleanup Preparation Services
7. Corrective Action Plans

TRC shall primarily provide Project Management, Cleanup Preparation Services, and Corrective Action Plan activities under the Grants as described below.

Task 5 - Project Management Services

Coordinate with City Staff as needed, including regular meetings with the City to provide project updates, strategize about target properties, and administer various Grant documents. TRC shall be available to meet with various property owners and potential developers, as well as the EPA as requested.

Task 6 – Cleanup Preparation Services
TRC shall provide QEPs to support the City's community outreach activities by providing input regarding the technical basis, scope, and schedule of planned Corrective Actions. TRC shall prepare an Analysis of Brownfield Cleanup Alternatives (ABCA) for the targeted cleanup properties and coordinate with the appropriate enforcement agency as needed. Depending on the contamination identified at a target property, the enforcement agencies shall include the Contra Costa County Department of Environmental Health and/or the State of California Department of Toxic Substances Control (DTSC) or the Regional Water Quality Control Board (RWQCB).

Task 7 - Corrective Action Plans
TRC shall prepare Corrective Action Plans (CAPs) tailored to the target property with consideration of the existing and future land uses, known impacts to soil, soil-vapor, and groundwater media as derived from the site investigations, and associated development and tracking of cost and schedule. TRC shall work closely with the City to develop appropriate and cost-effective corrective action plans that will meet the City's needs. Typically, each CAP must include the following elements:

- Section 1 - Introduction
- Section 2 - Site background and Summary of environmental impacts
- Section 3 - Applicable or relevant and appropriate (environmental) regulations (ARARs) that may apply to the site, description of the Corrective Action and remedial action objectives, and target cleanup goals.
- Section 4 – Evaluation of remedial technologies / alternatives and recommendations for the selected alternative
- Section 5 – Implementation Plan for the selected Correction Action
- Section 6 - References

Each CAP must include summary tables, figures, and requirements for confirmation sampling to verify compliance with the Correction Action objectives. TRC shall submit copies of the draft CAPs to the EPA for its files and to the appropriate enforcement agency for their review, comment and ultimately approval before field implementation.

For each of the targeted properties, TRC shall observe and document completion of the CAPs, collect confirmation samples, monitor dust and other site conditions, and shall prepare brief Completion Reports documenting field observations, tabulate the results of analyses on the confirmation samples, and list deviations from the CAP. This report will also be used to gain confirmation from the enforcement agency, which may include approval of a "No Further Action" status as part of regulatory case closure process.

The City may also request TRC assistance with development of solicitation and bid documents to implement the CAPs.

EXHIBIT B

COMPENSATION SCHEDULE

City shall pay TRC will perform the environmental services on a time-and-materials basis at the hourly rates set forth below for a total not to exceed $374,000 .

Code	Labor Classification/Position	Hourly Rate
	Principal / Technical Director	
EV26	Level II	$225
EV25	Level I	$220
	Program Manager / Senior Technical Manager	
EV24	Level IV	$195
EV23	Level III	$190
EV22	Level II	$185
EV21	Level I	$175
	Project / Technical Manager	
EV20	Level IV	$170
EV19	Level III	$160
EV18	Level II	$155
EV17	Level I	$150
	Senior Scientist / Engineer / Specialist	
EV16	Level IV	$145
EV15	Level III	$135
EV14	Level II	$130
EV13	Level I	$125
	Project Scientist / Engineer / Specialist	
EV12	Level IV	$120
EV11	Level III	$110
EV10	Level II	$105
EV09	Level I	$100
	Scientist / Engineer / Specialist, Technician, and Project Support	
EV08	Level VIII	$95
EV07	Level VII	$90
EV06	Level VI	$85
EV05	Level V	$80
EV04	Level IV	$70
EV03	Level III	$65
EV02	Level II	$55
EV01	Level I	$50

Notes:

1. A 10% mark-up will be added to non-labor costs and expenses/OCDs.
2. TRC waives the 6% Communications Fee applied to all labor charges in lieu of separate reimbursement for photocopying, report production, faxing, computer usage, routine software usage, phone charges, and postage costs.
3. TRC waives the 2% fee applied to the invoice amount to cover Professional Liability and Related Insurance costs.
4. Overtime rates will be applied to non-exempt (hourly) staff in conformance with applicable law.
5. For litigation or litigation support services, please request a copy of our Standard Rates for Litigation Services.

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