CITY OF PITTSBURG
AGENDA

DECEMBER 18, 2023

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

SPECIAL MEETING
JOINT CITY COUNCIL AND PLANNING COMMISSION WORKSHOP
5:30 P.M.

REGULAR MEETING
7:00 P.M.

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

PRESIDING

Juan Antonio Banales, Mayor/Chair
Jelani Killings, Vice- Mayor/Chair
Dionne Adams, Council Member/Board Member
Angelica Lopez, Council Member/Board Member
Shanelle Scales-Preston, Council Member/Board Member

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

PLANNING COMMISSION MEMBERS:
Ivelina Popova, Chair
Arlene Kobata, Vice-Chair
Sarah Foster, Commissioner
Alvin Jackson, Commissioner
Donna Smith, Commissioner
Elissa Robinson, Commissioner

Pittsburg City Council regular 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.pittsburgca.gov. Additionally, if any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports and documents will also be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

5:30 P.M. - SPECIAL MEETING - JOINT CITY COUNCIL AND PLANNING COMMISSION WORKSHOP

1. General Plan Workshop

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

CITY MANAGER REPORTS/REMARKS

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

PUBLIC COMMENTS

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

COMMITTEE REPORTS

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

HOUSING AUTHORITY

CONSENT CALENDAR

2. Minutes of November 20, 2023

3. Adoption of a Housing Authority Resolution Approving the 2024 Utility Allowance Schedule

   The U S Department of Housing and Urban Development (HUD) requires housing authorities to review allowances for tenant-furnished utilities and other services

annually and determine a utility allowance schedule (Schedule). Pursuant to 24 CFR 982.517 (4)(c), this Schedule must be revised whenever there is an increase of ten percent (10%) or more in the utility rates since the last revision of the Schedule. The Housing Authority of the City of Pittsburg (Housing Authority) has revised the Utility Allowance Schedule for 2024 (the "2024 UA Schedule") to reflect a ten percent (10%) increase in utility rate costs.

HOUSING AUTHORITY MEMBER REMARKS

ADJOURNMENT OF THE HOUSING AUTHORITY

CITY COUNCIL MEETING

CONSIDERATION

4. Adoption of a Minute Order for 2024 Council Member Committee Assignments and Confirmation of Posting of FPPC Form 806 "Agency Report of Public Official Appointments"

   In accordance with the City of Pittsburg "Policies and Procedures for City Council" adopted by the City Council on September 4, 2001 by Resolution No. 01-9475, and most recently revised November 15, 2021, the Mayor and Vice-Mayor shall appoint individual Council Members to standing and ad hoc committees and such appointments shall be approved by the entire Council at its first meeting following reorganization. This also confirms posting of the FPPC Form 806 "Agency Report of Public Official Appointments."

5. Adoption of a City Council Resolution Authorizing the City Manager to Execute a General Services Agreement for Oak Hills Park Tennis Court Resurfacing

   The City Council adopted Resolution No. 23-14233 allocating Measure M revenues among various park and street projects, including Project 3001 -Park Maintenance (the "Project"). If approved, this resolution will authorize execution of a general services agreement with AllSport America, Inc. of Martinez, CA, the sole regional installer of NGI Sports ProBounce overlay system, for an amount not to exceed $82,000, for resurfacing the tennis courts and install a new net at Oak Hills Park.

6. Adoption of a City Council Resolution Authorizing the Acceptance of Urban and Community Forestry Grant Program Funds and Authorizing Execution of a Grant Agreement with the U.S. Department of Agriculture's Forest Service

   The City of Pittsburg has been awarded $2,000,000 in Inflation Reduction Act Urban and Community Forestry grant funds. The project includes development of a tree inventory, software for this management effort, staff and community education regarding the urban forest, development of an Urban Forest Management Plan, and expanding Pittsburg's urban forest with hundreds of trees.

CONFLICT OF INTEREST STATEMENT

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

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

7. Minutes of November 6, 2023, November 20, 2023 and December 4, 2023

8. Receive and File Report on the Review of Development Impact Fees Received by the City of Pittsburg that are Subject to AB 1600 Reporting Requirements

   AB 1600 (Government Code Sections 66000–66008) requires cities to justify and account for developer fees which they enact, increase or impose as a condition of new development for the purposes of financing "public facilities and improvements." AB 1600 also requires an annual review of the developer fees that have been collected and spent during the previous year. This report fulfills the AB 1600 requirements.

9. Adoption of a City Council Resolution Authorizing the City Attorney to Execute First Amendment to Outside Counsel Services Agreement with Jackson Lewis, PC

   The City Attorney proposes a first amendment to an Outside Counsel Services Agreement with the law firm Jackson Lewis PC, to increase the compensation to cover anticipated invoices for legal representation in upcoming arbitration proceedings in December 2023, and any needed legal services through the contract term.

10. Adoption of a City Council Resolution Authorizing the City Manager to Execute a First Amendment to the Consulting Services Agreement between the City of Pittsburg and Anchor QEA, LLC

    The City has a Consultant Agreement (Agreement) with Anchor QEA, LLC (Anchor QEA) for design and permitting services to repair the Riverview Park recreational fishing pier to conditions prior to the August 2022 fire. The project will also require bidding and construction support.

11. Adoption of a City Council Resolution Approving the Revision of the City's Personnel Rules for Sick Leave, CFRA and Bereavement Leave

    Staff recommends the revision of Section 23, Sick Leave, Section 25, Family Medical Leave and 26.14, Bereavement Leave of the Personnel Rules to reflect state legislative changes, effective January 1, 2024.

12. Adoption of a City Council Resolution to Amend the Master Pay Schedule to Include Amendments to the Seasonal Salary Schedule and Previously Approved Positions and Compensation

    Effective January 1, 2024, the California minimum wage will increase from $15.50 per hour to $16.00 per hour. As the seasonal salary schedule presently has wages below the minimum, the City is required to increase the salaries affected by the State's new minimum wage and update the salary schedule 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.

13. Adoption of a City Council Resolution Authorizing the City Manager to Execute the First Amendment to the Existing Project Stabilization Agreement with the Contra Costa Building & Construction Trades Council

    On October 15, 2018, the City Council adopted Resolution No. 18-13546, approving execution of a Project Stabilization Agreement ("Agreement") and Side Letter with the Contra Costa Building & Construction Trades Council ("Trades"), with a term of five years. The proposed first amendment to the Agreement ("First Amendment") would extend the term of the Agreement and Side Letter for an additional initial five-year term, ending on October 15, 2028, with successive five-year term extensions unless the Agreement is further revised or terminated.

14. Adoption of Two Ordinances for the Objective Design Standards 2023 Project: 1) Adding Article XXI to Chapter 18.84 of the Pittsburg Municipal Code; and 2) Amending the Zoning Map for Certain Multi-family Housing and Mixed-use Development Projects to Further Housing Production Consistent with State Law

    On October 2, 2023, the City Council held a public hearing on a City-initiated request for adoption of two Ordinances for the Objective Design Standards 2023 Project: 1) adding Article XXI to Chapter 18.84 of the Pittsburg Municipal Code; and 2) amending the Zoning Map for certain multi-family housing and mixed-use development projects to further housing production consistent with state law. The City Council introduced and waived further reading of two Ordinances approving the Objective Design Standards 2023 Project. This item has been continued from the November 6, 2023 and the November 20, 2023 City Council hearings. The Ordinance is now ready for City Council adoption.

15. Adoption of a Pittsburg Power Company Resolution Authorizing the Executive Director to Negotiate and Execute Agreements with Pacific Gas and Electric Company to Complete System Impact Studies and Facilities Designs

    The Pittsburg Power Company (PPC) has submitted an application to the Pacific Gas and Electric Company (PG&E) to interconnect to an existing electric transmission line, and anticipates filing additional applications to serve various projects throughout Pittsburg. As part of these applications, the potential impact to the existing electrical system must be studied, and facilities designs must be completed.

16. Adoption of a Pittsburg Power Company Resolution Authorizing the Executive Director to Negotiate and Execute Agreements with Pacific Gas and Electric Company to Complete System Impact Studies and Facilities Designs and Adoption of a City Council Resolution Allocating Funds for Payment

    The Pittsburg Power Company (PPC) is seeking to submit an application to the Pacific Gas and Electric Company (PG&E) to interconnect to an existing electric transmission line in order to serve power to the City's Water Treatment Plant. As part of these application, the potential impact to the existing electrical system must

be studied, and facilities designs must be completed, the cost(s) of which is required to be borne by the applicant, PPC.

17. Adoption of a Southwest Geological Hazard Abatement District II (GHAD II) Resolution Appointing the Director of Public Works/City Engineer as GHAD District Manager

    In 2001, the Southwest Pittsburg Geologic Hazard Abatement District II (GHAD II) Board of Directors appointed officers and delegated certain powers. Changes in city staff require the appointment of the Director of Public Works/City Engineer as the District Manager for the GHAD II to oversee the day-to-day operations and for all maintenance.

18. Adoption of a Southwest Geological Hazard Abatement District II (GHAD II) Resolution Authorizing a Maintenance Agreement with Del Conte's Landscaping, Inc.

    The Southwest Pittsburg Geologic Hazard Abatement District II (GHAD II) owns and maintains two Toscana bio-retention basins at San Marco Subdivisions. Current conditions of the basin require the vegetation to be restored to its original design and maintained after the restoration.

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 JANUARY 16, 2024

NOTICE TO PUBLIC

GENERAL INFORMATION

Copies of the open session agenda packets, as 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). Full agenda packets are also located on the City's website at www.pittsburgca.gov. 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 up to three minutes to address the Council unless additional time is allowed as provided for spokespersons. Speakers are not permitted to yield their time to another speaker. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. Pursuant to the Brown Act, no action may be taken by the City Council on items not already scheduled on the agenda; however, the City Council may refer your comments/concerns to staff or request that the item be placed on a future agenda.

PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

In compliance with the Americans with Disabilities Act, the City of Pittsburg will provide special assistance for disabled residents. 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 electronic devices, 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.pittsburgca.gov on the Agendas and Live Meetings page. Past meetings and approved minutes are also archived on that webpage. Watch the live meeting via the City's webcast (www.pittsburgca.gov - Agendas and Live Meetings), on Comcast Channel 24 Delta TV, AT&T U-Verse Channel 99 Delta TV. Contact the City Clerk's office at (925) 252-4850 for more information

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2023

Updated January 17, 2023

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
ABAG	Shanelle Scales-Preston / Jelani Killings Alt.	Standing	Annual		G. Evans
Delta Diablo*	Juan Banales / Shanelle Scales-Preston Alt.	Standing	2nd Wednesday	4:30 pm	J. Samuelson
East Co. Co. County Habitat Conservancy	Juan Banales / Jelani Killings Alternate	Standing	4th Monday Bi-Monthly	2:00 pm	J. Davis
East County Water Management	Juan Banales / Jelani Killings Alternate	Standing	Annual		J. Samuelson
MCE Clean Energy Board	Shanelle Scales-Preston / Angelica Lopez Alt.	Standing	Quarterly	7:00 pm	D. Buchanan
TRANSPLAN / ECCRFFA	Shanelle Scales-Preston / Juan Banales Alt.	Standing	2nd Thursday	6:30 pm	J. Samuelson
Tri-Delta Transit (2 reps)**	S. Scales-Preston & Dionne Adams / Jelani Killings Alt.	Standing	Last Wednesday	4:00 pm	J. Samuelson

LIAISON TO	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
East Bay League of Calif. Cities	Shanelle Scales-Preston / Jelani Killings Alt.	Standing	3rd Thursday		G. Evans
Los Medanos Health Advisory Committee	Shanelle Scales-Preston & Jelani Killings	Ad Hoc	As needed		M. Aliotti
Mayor's Conference	Shanelle Scales-Preston / Juan Banales Alt.	Standing	1st Thursday	6:30 pm	G. Evans
School Districts Committee (2x2)	Jelani Killings & Angelica Lopez / Dionne Adams Alt.	Standing	2nd Thursday even months	4:00 pm	M. Aliotti

SUBCOMMITTEES	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
CAC CDBG	Dionne Adams & Angelica Lopez / S. Scales-Preston Alt.	Standing	As needed		M. Aliotti
City Infrastructure and Transportation	S. Scales-Preston & Juan Banales / Jelani Killings Alt.	Standing	As needed		J. Samuelson
Community Services	S. Scales-Preston & Angelica Lopez / Dionne Adams Alt.	Standing	As needed		M. Aliotti
Constituent Management Services	S. Scales-Preston & Dionne Adams / Angelica Lopez Alt.	Ad Hoc	As needed		M. Aliotti
Economic Develop/Waterfront	Jelani Killings & Dionne Adams / S. Scales-Preston Alt.	Standing	As needed	4:30 pm	J. Davis
Finance	S. Scales-Preston & Juan Banales / Dionne Adams Alt.	Standing	Monthly	3:30 pm	P. Rodrigues
Government Performance	Juan Banales & Jelani Killings	Ad Hoc	As needed		J. Brizel
Land Use	Juan Banales & Dionne Adams / Angelica Lopez Alt.	Standing	Monthly	1:30 pm	J. Davis
My Brothers Keeper	S. Scales-Preston & Jelani Killings	Ad Hoc	As needed		K. Simonton
Pittsburg Arts & Community Foundation	S. Scales-Preston & Jelani Killings / Dionne Adams Alt.	Standing	As needed		K. Simonton
Pittsburg Police Activities League (PAL)	S. Scales-Preston & Angelica Lopez / Dionne Adams Alt.	Standing	Monthly		S. Albanese
Pittsburg Recognition	Juan Banales & Jelani Killings	Standing	As needed		M. Aliotti
Power Company Advisory	Dionne Adams & Angelica Lopez / Juan Banales Alt.	Standing	As needed		D. Buchanan
Public Safety	S. Scales-Preston & Jelani Killings / Juan Banales Alt.	Standing	As needed	5:00 pm	S. Albanese
Sister City Committee	Jelani Killings & Angelica Lopez / S. Scales-Preston Alt.	Standing	As needed		K. Simonton
Tobacco, Cannabis, Alcohol Policy Review	Juan Banales & Jelani Killings	Ad Hoc	As needed		G. Evans

*Stipend of $170 per month
**Stipend of $100 per month

CITY OF PITTSBURG
HOUSING AUTHORITY MEETING MINUTES

DATE: November 20, 2023

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

CITY COUNCIL.AGENCY MEMBERS
Shanelle Scales-Preston, Mayor/Chair
Juan Antonio Banales, Vice-Mayor/Chair
Jelani Killings, Council/Agency Member
Dionne Adams, Council/Agency Member
Angelica Lopez, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

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

CALL TO ORDER

Vice Chair Banales called the meeting of the Housing Authority to order at 7:06 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, California.

ROLL CALL

Chair Scales-Preston and member Lopez were absent and excused.

CONSENT CALENDAR

On Motion by Member Floyd, seconded by Member Herring and adopted by the following vote:

AYES: Adams, Banales, Floyd, Herring, Killings
ABSENT: Lopez, Scales-Preston

4. Minutes of August 21, 2013

COMBINED CITY COUNCIL, HOUSING AUTHORITY CONSENT CALENDAR

Motion by member Floyd, seconded by Member Herring and adopted by the following vote:

AYES: Adams, Banales, Floyd, Herring, Killings
ABSENT: Lopez, Scales-Preston

5. Adoption of a City Council Resolution and Housing Authority Resolution Authorizing the Use of Housing Successor Agency Funds.

HOUSING AUTHORITY MEMBER REMARKS

There were no Housing Authority Member remarks.

ADJOURNMENT

The Housing Authority was adjourned at 7:49 P.M.

Respectfully submitted,

Alice E. Evenson, 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: Adoption of a Housing Authority Resolution Approving the 2024 Utility Allowance Schedule

MEETING DATE: December 18, 2023

EXECUTIVE SUMMARY

The US Department of Housing and Urban Development (HUD) requires housing authorities to review allowances for tenant-furnished utilities and other services annually and determine a utility allowance schedule (Schedule). Pursuant to 24 CFR 982.517 (4)(c), this Schedule must be revised whenever there is an increase of ten percent (10%) or more in the utility rates since the last revision of the Schedule. The Housing Authority of the City of Pittsburg (Housing Authority) has revised the Utility Allowance Schedule for 2024 (the "2024 UA Schedule") to reflect a ten percent (10%) increase in utility rate costs.

FISCAL IMPACT

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

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

RECOMMENDATION

Housing Authority adopt this Resolution approving the 2024 UA Schedule reflecting the revisions to the utility rates.

BACKGROUND

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

The Housing Authority contracted with a vendor to review the utility allowance data for the Section 8 Housing Choice Voucher Program and complete the study and analysis. This study reflects the 2023 baseline charges published by Pacific Gas & Electric Company, the City of Pittsburg Water Department, and Mt. Diablo Resource Recovery.

SUBCOMMITTEE FINDINGS

The 2024 Utility Allowance Schedule was not discussed in a subcommittee.

STAFF ANALYSIS

As required by HUD regulations 24 CFR 982.517, prior to beginning this update study for the Housing Authority of the City of Pittsburg a comparison (annual review) was made of the utility rates and charges (September 2022) utilized in the previous study and the current utility rates and charges (August 2023).

Utility Provider	Measure	2022 Rates	2023 Rates	Increase
Pacific Gas & Electric's Electric Tier 1 (0%-100%)	Per KWH	0.205321	0.229685	12%
Pacific Gas & Electric's Electric Tier 2 (101%-400%)	Per KWH	0.257051	0.286447	12%
Mt. Diablo Resource Recovery Trash Collection	Per Month	$46.38	$58.03	26%

Since the utility providers' rates and charges have changed more than 10%, the current utility allowance schedule will be adjusted. This does not mean that utility allowances will change by the actual percentage values listed above.

The analysis of these results demonstrates at least a ten percent (10%) differential from the prior year, requiring revisions to the utility allowances as required by federal regulations to be in compliance and are reflected in the Housing Authority 2024 UA Schedule.

ATTACHMENTS: Utility Report
Resolution

Report Prepared By: Bruce Smargiasso, Housing Manager

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval No. 2577-0169
(exp. 04/30/2026)

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA **Housing Authority of the City of Pittsburg, CA**		Unit Type: **Multi-Family (Apartment/Row House/Townhouse/Semi-Detached/Duplex)**					Date (mm/dd/yyyy) **Effective 4/01/2024**	
Utility of Service	**Fuel Type**	**0 BR**	**1 BR**	**2 BR**	**3 BR**	**4 BR**	**5 BR**	**6 BR**
Heating	Natural Gas ***(Includes Climate Credit)***	$15.00	$19.00	$22.00	$25.00	$27.00	$29.00	$32.00
	Bottle Gas							
	Electric	$21.00	$25.00	$32.00	$39.00	$45.00	$52.00	$73.00
	Electric Heat Pump	$19.00	$22.00	$26.00	$29.00	$32.00	$35.00	$38.00
	Fuel Oil							
Cooking	Natural Gas	$4.00	$4.00	$7.00	$8.00	$11.00	$12.00	$14.00
	Bottle Gas							
	Electric	$9.00	$11.00	$16.00	$21.00	$26.00	$31.00	$33.00
Other Electric	***(Includes Climate Credit)***	$29.00	$35.00	$52.00	$68.00	$78.00	$106.00	$117.00
Air Conditioning		$8.00	$9.00	$13.00	$17.00	$21.00	$24.00	$26.00
Water Heating	Natural Gas	$8.00	$10.00	$14.00	$18.00	$24.00	$28.00	$30.00
	Bottle Gas							
	Electric	$22.00	$26.00	$33.00	$40.00	$47.00	$54.00	$58.00
	Fuel Oil							
Water		$54.00	$55.00	$64.00	$73.00	$83.00	$94.00	$103.00
Sewer		$14.00	$14.00	$14.00	$14.00	$14.00	$14.00	$14.00
Trash Collection		$58.00	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
Range /Microwave		$11.00	$11.00	$11.00	$11.00	$11.00	$11.00	$11.00
Refrigerator		$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00

Actuall Family Allowances-May be used by the family to compute allowance while searching for a unit.

Head of Household Name

Unit Address

Number of Bedrooms

Utility/Service/Appliance	Allowance
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Other	
Range/Microwave	
Refrigerator	
Total	



adapted from form HUD-52667
(04/2023)

The Nelrod Company 8/2023 Update

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval No. 2577-0169
(exp. 04/30/2026)

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA **Housing Authority of the City of Pittsburg, CA**		Unit Type **Single-Family (Detached House)**					Date (mm/dd/yyyy) **Effective 4/01/2024**	
Utility of Service	**Fuel Type**	**0 BR**	**1 BR**	**2 BR**	**3 BR**	**4 BR**	**5 BR**	**6 BR**
Heating	Natural Gas ***(Includes Climate Credit)***	$23.00	$29.00	$33.00	$36.00	$40.00	$44.00	$48.00
	Bottle Gas							
	Electric	$45.00	$53.00	$60.00	$68.00	$73.00	$86.00	$94.00
	Electric Heat Pump	$26.00	$31.00	$37.00	$42.00	$46.00	$51.00	$55.00
	Fuel Oil							
Cooking	Natural Gas	$4.00	$4.00	$7.00	$8.00	$11.00	$12.00	$14.00
	Bottle Gas							
	Electric	$9.00	$11.00	$16.00	$21.00	$26.00	$31.00	$33.00
Other Electric	***(Includes Climate Credit)***	$46.00	$55.00	$78.00	$109.00	$139.00	$169.00	$185.00
Air Conditioning		$6.00	$7.00	$17.00	$26.00	$35.00	$44.00	$48.00
Water Heating	Natural Gas	$11.00	$12.00	$18.00	$24.00	$29.00	$35.00	$37.00
	Bottle Gas							
	Electric	$27.00	$32.00	$41.00	$50.00	$59.00	$68.00	$73.00
	Fuel Oil							
Water		$54.00	$55.00	$64.00	$73.00	$83.00	$94.00	$103.00
Sewer		$14.00	$14.00	$14.00	$14.00	$14.00	$14.00	$14.00
Trash Collection		$58.00	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
Range /Microwave		$11.00	$11.00	$11.00	$11.00	$11.00	$11.00	$11.00
Refrigerator		$12.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00

Actual Family Allowances-May be used by the family to compute allowance while searching for a unit.

Head of Household Name

Unit Address

Number of Bedrooms

Utility/Service/Appliance	Allowance
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Other	
Range / Microwave	
Refrigerator	
Total	



adapted from form HUD-52667
(04/2023)

The Nelrod Company 8/2023 Update

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

In the Matter of:

Adoption of a Housing Authority)
Resolution Approving the 2024) RESOLUTION NO. 23-
Utility Allowance Schedule)

WHEREAS, the US Department of Housing and Urban Development (HUD) requires housing authorities to review allowances for tenant-furnished utilities & other services annually and determine a utility allowance schedule (Schedule). Pursuant to CFR 24 982.517 (4)(c), this Schedule must be revised whenever there is an increase of ten percent (10%) or more in the utility rates since the last revision of the Schedule; and

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

WHEREAS, the Housing Authority is required to revise its utility allowance in order to be compliant with federal regulations because the differential is greater than ten percent (10%) from the prior year; and

WHEREAS, the Housing Authority has revised the Utility Allowance Schedule for 2024 (the “2024 UA Schedule”).

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Housing Authority of the City of Pittsburg hereby approves the 2024 UA Schedule and makes the 2024 UA Schedule available for review at Housing Authority located at 916 Cumberland Street, Pittsburg, CA 94565 and on the City’s website.

PASSED AND ADOPTED by the Governing Board of the Housing Authority of the City of Pittsburg at a regular meeting on the 18th day of December 2023, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Juan Antonio Banales, Chair

ATTEST:

_____
Alice E. Evenson, Agency Secretary

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a Minute Order for 2024 Council Member Committee Assignments and Confirmation of Posting of the Fair Political Practices Commission Form 806 "Agency Report of Public Official Appointments"

MEETING DATE: December 18, 2023

EXECUTIVE SUMMARY

In accordance with the City of Pittsburg "Policies and Procedures for City Council" adopted by the City Council on September 4, 2001 by Resolution No. 01-9475, and most recently revised November 15, 2021, the Mayor and Vice-Mayor shall appoint individual Council Members to standing and ad hoc committees and such appointments shall be approved by the entire City Council at its first meeting following reorganization. This also confirms posting of the Fair Political Practices Commission (FPPC) Form 806 "Agency Report of Public Official Appointments."

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Adopt the Minute Order for the 2024 City Council Committee Assignments.

BACKGROUND

California Government Code Section 36813 authorizes a city council to establish rules and policies for the conduct of its proceedings. On September 4, 2001, the City Council adopted Resolution No. 01-9475, providing for rules and procedures for the conduct of City Council business. The Policies and Procedures for City Council were most recently revised on November 15, 2021.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

In accordance with the Policies and Procedures, the Mayor and Vice-Mayor shall appoint individual Council Members to the standing and ad hoc committees. Prior to the appointments, individual City Council Members may submit preferences for committee assignments. The list of appointments is then presented to the City Council for consideration at the first meeting following the annual reorganization.

Pursuant to FPPC regulation California Code of Regulations Section 18705.5, an updated FPPC Form 806, “Agency Report of Public Official Appointments” has been posted on the City’s website as well as on the board at City Hall.

ATTACHMENTS: 2024 City Council Committee Assignments

Report Prepared By: Melaine Venenciano, Director of City Clerk Services

City Council Agency/Liaison/Subcommittee Assignments as of December 18, 2023

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
ABAG	Dionne Adams / Jelani Killings Alternate	Standing	Annual		G. Evans
Delta Diablo*	Juan Banales / Shanelle Scales-Preston Alternate	Standing	2nd Wednesday	4:30 PM	J. Samuelson
East Co. Co. County Habitat Conservancy	Angelica Lopez / Juan Banales Alternate	Standing	4th Monday Bi-Monthly	2:00 PM	J. Davis
East County Water Management	Juan Banales / Jelani Killings Alternate	Standing	Annual		J. Samuelson
MCE Clean Energy Board	Shanelle Scales-Preston / Angelica Lopez Alternate	Standing	Quarterly	7:00 PM	D. Buchanan
TRANSPLAN / ECCRFFA	Shanelle Scales-Preston / Juan Banales Alternate	Standing	2nd Thursday	6:30 PM	J. Samuelson
Tri-Delta Transit (2 reps)**	Shanelle Scales-Preston & Dionne Adams / Jelani Killings Alternate	Standing	4th Wednesday	4:00 PM	J. Samuelson

LIAISON TO	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
East Bay League of California Cities	Shanelle Scales-Preston / Jelani Killings Alternate	Standing	3rd Thursday		G. Evans
Los Medanos Health Advisory Committee	Shanelle Scales-Preston & Jelani Killings	Ad Hoc	As needed		M. Aliotti
Mayor's Conference	Juan Banales & Jelani Killings Alternate	Standing	1st Thursday	6:30 PM	G. Evans
Pittsburg Police Activities League (PAL)	Shanelle Scales-Preston & Angelica Lopez / Dionne Adams Alternate	Standing	Monthly		S. Albanese
School Districts Committee (2x2)	Jelani Killings & Angelica Lopez / Dionne Adams Alternate	Standing	2nd Thursday Quarterly	4:00 PM	M. Aliotti

SUBCOMMITTEES	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
Budget Sustainability	Juan Banales & Jelani Killings	Ad Hoc	As needed		G. Evans
Community and Economic Development	Jelani Killings & Dionne Adams / Juan Banales Alternate	Standing	2nd Monday	5:30 PM	J. Davis
Finance Management	Juan Banales & Jelani Killings / Shanelle Scales-Preston Alternate	Standing	3rd Friday	3:30 PM	P. Rodrigues
Government Performance	Juan Banales & Jelani Killings	Ad Hoc	4th Friday	4:00 PM	J. Brizel
Infrastructure and Transportation	Shanelle Scales-Preston & Dionne Adams / Juan Banales Alternate	Standing	3rd Friday	1:30 PM	J. Samuelson
Life Enrichment	Dionne Adams & Angelica Lopez / Shanelle Scales-Preston Alternate	Standing	3rd Thursday	5:30 PM	K. Simonton
Pittsburg Arts and Community Foundation	Shanelle Scales-Preston & Jelani Killings	Standing	As needed		K. Simonton
Public Safety	Shanelle Scales-Preston & Angelica Lopez / Jelani Killings Alternate	Standing	1st Tuesday	6:00 PM	S. Albanese
Tobacco, Cannabis, Alcohol Policy Review	Shanelle Scales-Preston & Jelani Killings	Ad Hoc	As needed		G. Evans

*Stipend of $170 per month

** Stipend of $100 per month

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 General Services Agreement for Oak Hills Park Tennis Court Resurfacing

MEETING DATE: December 18, 2023

EXECUTIVE SUMMARY

The City Council adopted Resolution No. 23-14233 allocating Measure M revenues among various park and street projects, including Project 3001 - Park Maintenance (the "Project"). If approved, this resolution will authorize execution of a general services agreement with AllSport America, Inc. of Martinez, CA, the sole regional installer of NGI Sports ProBounce overlay system, for an amount not to exceed $82,000, for resurfacing the tennis courts and install a new net at Oak Hills Park.

FISCAL IMPACT

There are sufficient funds in the Project budget, previously allocated from Measure M (Resolution No. 23-14233). No new funds are requested.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to execute the general services agreement with AllSport America, Inc. of Martinez, California for an amount not to exceed $82,000 for resurfacing the tennis court at Oak Hills Park.

BACKGROUND

Oak Hills Park is one of the 27 parks maintained by the Public Works Department. One of its notable amenities is a tennis court, which was identified for maintenance and repairs.

Each year, the Measure M Citizens Oversight Committee reviews staff budget plans to verify that funds used are consistent with requirements of the Measure M ballot measures and makes recommendations to the City Council for future uses of the revenues. Projects identified to receive the appropriations include park maintenance at Oak Hills Park, which includes the tennis court.

On January 17, 2023, the City Council adopted Resolution 23-14233, allocating $125,000 Measure M Sales Tax funds for Project 3001 – Park maintenance.

In September, staff contacted tennis court resurfacing companies for quotes. Several companies were unable to provide a quote due to the extensive wear of the tennis court. AllSport America, Inc. is the only company that offered specialized products to resurface the tennis court in its current condition and they are the sole regional supplier and installer for NGI Sport ProBounce surfaces. These surfaces can be installed directly over existing cracked asphalt and concrete courts. The removal of the existing surface is not required, and the deteriorating pavement can be recycled. Other local resurfacing companies purchase the same materials from AllSport America, Inc. for an additional cost, resulting in a 15 to 25 percent price increase for the same work performed by a different company. The company will also supply and install a new net.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The tennis court at Oak Hills Park needs resurfacing. Tennis courts can be damaged throughout the year by temperature changes, water damage, freezing, and other factors. They require resurfacing to ensure a safe sports environment. Tennis court resurfacing is a process where a professional tennis court builder replaces the top layer of the court to remove blisters, potholes, and cracks.

In the past, contractors built tennis courts with an asphalt base which breaks down and cracks over time. New technology in court resurfacing has provided a more efficient solution for resurfacing the tennis court. The NGI Sports ProBounce surface is a cushioned all-weather court surface ideal for construction over the current Oak Hills tennis court. AllSport America, Inc. is the sole regional supplier and installer of NGI ProBounce surface which provides a longer lasting and lower maintenance tennis court with a longer-term warranty against cracking and the highest level of shock absorption, extending the life of the court and reducing impact stress injuries.

ATTACHMENTS: Resolution
General Services Agreement - AllSport
Sole Source Letter

Report Prepared By: Natasha Farmer, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute)
A General Services Agreement for Oak) RESOLUTION NO. 23-
Hills Park Tennis Court Resurfacing)

WHEREAS, on January 17, 2023, the City Council adopted Resolution No. 23-14233, allocating funds to Project 3001 - Park Maintenance (the "Project") to perform needed maintenance and repairs to Oak Hills Park, including the tennis court; and

WHEREAS, in September 2023, staff contacted tennis court resurfacing companies for resurfacing quotes; and

WHEREAS, AllSport America, Inc. is the only company with specialized products to resurface the Oak Hills tennis court in its current condition and they are the sole regional supplier and installer for NGI Sport ProBounce surfaces; and

WHEREAS, sufficient funds to accommodate the resurfacing project are available within the Project budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves and authorizes the City Manager to execute the General Services Agreement with AllSport America, Inc. for an amount not to exceed $82,000 for resurfacing the tennis court at Oak Hills Park.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of December 2023, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

NGI

ENGINEERED FOR SPORT

TITANTRAX XTREME

TITANTRAX SHIELD

TITANTRAX AIR

TITANTRAX PK

PRO BOUNCE

PRO COURT

PRO KRAMER

PRO ADVANTAGE

NOVABOCCE CLASSICO

NOVABOCCE RAFFA

PRO CLAY

PRO AUSSIECLAY

TENNIS INDUSTRY ASSOCIATION

MEMBER AMERICAN SPORTS BUILDERS ASSOCIATION

July 19, 2023

TO WHOM IT MAY CONCERN

RE: AllSport America, Inc.
4831 Pacheco Blvd.
Martinez CA 94553

This letter is to certify that AllSport America, Inc. located in Martinez, CA is the exclusive authorized, licensed and certified dealer and installer for NGI Sports®' ProBounce overlay system in the Northern California area.

AllSport America is also an authorized representative of NGI Sports®' synthetic turf surfacing systems for grass courts and bocce installations AllSport America, Inc. has been trained in the techniques concerning installation of each of NGI Sports' surfacing systems.

All NGI dealers and licensees are highly qualified, experienced, and respectable firms. AllSport America, Inc as an authorized dealer of NGI Sports' surfacing systems is authorized to bid projects utilizing our products.

Should any questions arise concerning the above please feel free to contact me direct at our office at 1-800-835-0033.

Sincerely,
NGI SPORTS

RICHARD BURKE

/tmw

Telephone: 800.835.0033 | **Fax:** 423.499.8882 | **Email:** info@ngisports.com
2807 Walker Road, Chattanooga, Tennessee 37421
WWW.NGISPORTS.COM

GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
ALLSPORT AMERICA, INC.

THIS Agreement ("Agreement") for general services is made by and between the City of Pittsburg ("City") and AllSport America, Inc., a California corporation (Service Provider") (together referred to as the "Parties") as of November 22, 2023 (the "Effective Date").

Section 1. **SERVICES**. Subject to the terms and conditions set forth in this Agreement, Service Provider shall provide to City the services described in the Scope of Services 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 May 31, 2024 or the date the Service Provider 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.** Service Provider shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Service Provider is engaged.

1.3 **Assignment of Personnel.** Service Provider 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 Service Provider performs services in accordance with the Standard of Performance, Service Provider shall, immediately upon receiving City's request, reassign such persons.

1.4 **Time.** Service Provider 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 Service Provider's obligations hereunder.

Section 2. **COMPENSATION.** City hereby agrees to pay Service Provider a sum not to exceed **eighty-two thousand dollars ($82,000.00)**, 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 Service Provider, but is merely a limit of potential City expenditures under this Agreement.

Service Provider and City acknowledge and agree that compensation paid by City to Service Provider under this Agreement is based upon Service Provider's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Service Provider. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Service Provider 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.** Service Provider 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 Service Provider and each employee, agent, and subcontractor of Service Provider performing services hereunder;
- The Service Provider'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.** Service Provider shall submit its final invoice within 60 days of completing its services. Service Provider's failure to submit its final invoice within this 60 day period shall constitute Service Provider'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. Service Provider 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 Service Provider 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, Service Provider 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, Service Provider, 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 Service Provider's bid or proposal. Service Provider shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 Workers' Compensation. Service Provider 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 Service Provider 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 Service Provider 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. Service Provider, 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 Service Provider 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 Service Provider, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Service Provider. Coverage can be provided in the form of an endorsement to the Service Provider'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 Service Provider'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 Service Provider'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. Service Provider 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. Service Provider, 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 Service Provider'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, Service Provider 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.** Service Provider 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 Service Provider 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.** Service Provider hereby agrees to waive subrogation which any insurer or contractor may require from Service Provider by virtue of the payment of any loss. Service Provider 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 Service Provider, its employees, agents, and subcontractors.

4.4.6 **Subcontractors.** Service Provider 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 Service Provider 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 Service Provider maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Service Provider.

4.5 **Remedies.** In addition to any other remedies City may have if Service Provider 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 Service Provider to stop work under this Agreement and withhold any payment that becomes due to Service Provider hereunder until Service Provider demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND SERVICE PROVIDER'S RESPONSIBILITIES.

5.1 **General Indemnification**. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged

negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section **5.1** shall survive any expiration or termination of this Agreement.

5.2 **PERS Indemnification.** In the event that Service Provider or any employee, agent, or subcontractor of Service Provider 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, Service Provider shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Service Provider 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 SERVICE PROVIDER.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Service Provider shall be an independent contractor and shall not be an employee of City.

6.2 **Service Provider Not an Agent.** Except as City may specify in writing, Service Provider shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Service Provider 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.** Service Provider and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Service Provider 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.** Service Provider represents and warrants to City that Service Provider 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, Service Provider and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.4 **Nondiscrimination and Equal Opportunity.** Service Provider 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 Service Provider under this Agreement. Service Provider 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 Service Provider thereby.

7.5 **Registration and Monitoring.** Service Provider shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a) or the exemption set forth in section 1771.1(n). Additionally, Service

Provider is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.6 **Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the services described in Exhibit A are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the services described in Exhibit A. In accordance with California Labor Code Section 1773.2, the City has obtained the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City's General Services Department and shall be made available on request. Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the services described in Exhibit A. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by any worker, governmental agency or other third party with regard thereto.

The Service Provider and any subcontractors engaged in performance of the services described in Exhibit A shall comply with Labor Code Section 1775, which establishes a penalty per day for each worker engaged in the performance of the services described in Exhibit A that the Service Provider or any subcontractor pays less than the specified prevailing wage.

In accordance with Labor Code Section 1776, the Service Provider and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Such records shall be in kept, maintained and made available in accordance with the requirements of Labor Code Section 1776.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Service Provider. In the event of termination, Service Provider shall be

entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Service Provider delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Service Provider or prepared by or for Service Provider 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 Service Provider recognize and agree that this Agreement contemplates personal performance by Service Provider and is based upon a determination of Service Provider'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 Service Provider. Service Provider may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Service Provider 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 Service Provider, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 **Options upon Breach by Service Provider.** If Service Provider 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 Service Provider pursuant to this Agreement;

8.5.3 Retain a different service provider to complete the work described in Exhibit A not finished by Service Provider; or

8.5.4 Charge Service Provider 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 Service

Provider pursuant to Section 2 if Service Provider 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 Service Provider'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 Service Provider prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Service Provider 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 Service Provider'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 Service Provider 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 Service Provider without prior written approval of City.

9.2 **Service Provider's Books and Records.** Service Provider 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 Service Provider 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.** Service Provider may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Service Provider in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Service Provider 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.** Service Provider 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.

Service Provider : AllSport America, Inc.
110 2nd Ave., Unit B12
Pacheco, CA 94553
ATTN: Lane Rutherford
lane@allsportamerica.com

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 Service Provider 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 Service Provider's proposal, the Agreement shall control To the extent there are any inconsistences between the Exhibits and the Service Provider'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	**ALLSPORT AMERICA, INC.**
_____	_____
Garrett Evans, City Manager	

Approved as to Form:

_____
Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

.
Resurfacing of tennis court at Oak Hills Park

Courts Needs Extensive Repairs Lots Of Paint and Patching Before System Can Be Installed
Prep must be perfect for an overlay system

REMOVAL / PREPARATION
- Grind All High Spots to Bring Court level flush and flat
- Flood tennis courts to check for bird baths/low spots, and fill in with patch compound
- Fill Low Spots with Screed that are out of Tolerance To Bring Court Level Flush
- Crack Repair, Fill Cracks with Laykold Filler Or acrylic patch Binder Compound
- Grind Down/Sand and Buff Entire Surface to bring entire surface flush and make sure there are no Missed Humps or drops of Our Acrylic Patch Binder Compound before the start of The Pro Bounce Installation
- Paint Patch Repair (Quick Coat of paint on all repairs to help bring court Flush to help Prevent Shadowing through the Pro Bounce System.

NEW INSTALLATION/ SURFACING
- Installation Of NGI NOVA PRO BOUNCE SYSTEM
- 2-3 Coats Acrylic Resurfacer (Laykold Flex)
- 2 Coats Acrylic Color (Laykold Flex)
- Striping Game Lines for Pickleball and Basketball And Tennis
- Furnish and install new net
- Cleanup

EXHIBIT B

COMPENSATION SCHEDULE

Payment for NGI Probounce Layover system and installation not to exceed $82,000.00.

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.

ALLSPORT AMERICA, INC.

By: _____

Title: _____

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 Acceptance of Urban and Community Forestry Grant Program Funds and Authorizing Execution of a Grant Agreement with the U.S. Department of Agriculture's Forest Service

MEETING DATE: December 18, 2023

EXECUTIVE SUMMARY

The City of Pittsburg has been awarded $2,000,000 in Inflation Reduction Act Urban and Community Forestry grant funds. The Project includes development of a tree inventory, software for this management effort, staff and community education regarding the urban forest, development of an Urban Forest Management Plan, and expanding Pittsburg's urban forest with hundreds of trees.

FISCAL IMPACT

The $2,000,000 grant will cover the cost of a tree inventory, Urban Forest Management Plan, new software, staff education, and hundreds of trees.

Grant guidelines allow the requirement for local match to be met through in-kind services from City staff, volunteers, and equipment used for the project. The match requirement may also be waived entirely upon approval by the funding agency. The City has made a request for a waiver of the match requirement. No additional funds are requested at this time.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the acceptance of the USDA Forest Services' Urban Forest Management Grant Funding, allocating the funds, and designating the City Manager as the authorized representative for execution of all documents necessary to fulfill the requirements of the grant.

BACKGROUND

In the Spring of 2023, the U.S. Department of Agriculture's (USDA) Forest Service (FS) announced a Notice of Funding Opportunity for the Urban and Community Forestry Program (UCF). Under the Inflation Reduction Act, the Urban and Community Forestry Program received a historic $1.5 billion to support urban tree-planting, urban forest planning and management, and related activities, particularly in disadvantaged communities. It is the only dedicated urban forest program in the federal government.

By working with state partners and community tree groups, the program invests from the ground up in communities, improving more than 140 million acres of urban and community forest across the United States. Urban and Community Forestry is a covered program under the Agency's Justice40 Initiative established through Executive Order 13985. To advance the mission of Justice40, the UCF program delivers 40% of the program's investments to support disadvantaged communities experiencing low tree canopy and environmental justice issues.

In 2021, the City applied for a similar grant from CAL-Fire and was not awarded funding. In June 2023, the City applied for the Urban and Community Forestry Grant. In September, 2023 a notice of award was received for $2,000,000 for the Pittsburg Urban Forest Management Launch Project.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City of Pittsburg maintains 27 parks and about 74,000 trees in its parks, public properties, and rights of way. The City currently manages its urban forest resource without an inventory or plan to target and measure its efforts. A management plan would increase efficiency and help target resources where they are most needed.

With this grant the City will conduct a tree inventory to establish baseline data on existing trees, secure software for this management effort, educate staff and the community about urban forest management, begin a tree planting/replanting program focused in our most disadvantaged neighborhoods and create a comprehensive Urban Forest Management Plan .

The goal is to develop a strategy for tree planting to increase the tree canopy.

A share of the new trees to be planted will be located in underserved areas of the City, meeting the grant program's goals for equity, reducing the impact of greenhouse gases, and producing additional environmental benefits. Expansion of the urban forest will help meet the City's goal of improving the quality of life for City residents.

If approved, the project would begin early 2024 and be complete in 2029.

ATTACHMENTS: Resolution

Report Prepared By: Natasha Farmer, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Acceptance of Urban and)
Community Forestry Grant Program Funds)
And Authorizing Execution of a Grant) RESOLUTION NO. 23-
Agreement with United States Department)
Of Agriculture's Forest Service)

WHEREAS, the City applied for and was awarded a $2,000,000 grant from the Inflation Reduction Act Urban and Community Forestry Grant administered by the United States Department of Agriculture's Forest Service for the Pittsburg Urban Forest Management Launch Project (the "Project"); and

WHEREAS, the Project includes development of a tree inventory, software for this management effort, staff and community education regarding the urban forest, development of an Urban Forest Management Plan, and expanding Pittsburg's urban forest with hundreds of trees; and

WHEREAS, match requirement waiver is currently pending but allows the match to be met through in-kind services from City Staff, volunteers, and equipment used for the project; and

WHEREAS, the City proposes to accept the grant and allocate the grant funds to the Project for use between Fiscal Year 2023/24 and Fiscal Year 2028/29.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby accepts the grant award in the amount of $2,000,000, approves allocation of grant funds to the Project, and authorizes the City Manager to execute a Grant Agreement and any necessary documents for the administration of this Project.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of December 2023, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: November 6, 2023

LOCATION: Marina Center, Conference Room, 340 Marina Blvd, Pittsburg, CA 94565

CITY COUNCIL/AGENCY MEMBERS
Shanelle Scales-Preston, Mayor/Chair
Juan Antonio Banales, Vice-Mayor/Chair
Jelani Killings, Council/Agency Member
Dionne Adams, Council/Agency Member
Angelica Lopez, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

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

Mayor Scales-Preston called the meeting to order at 6:02 P.M. in the Marina Center, Conference Room, 340 Marina Blvd, Pittsburg, CA for a Special Meeting of the Public Financing Authority of the Pittsburg Enhanced Infrastructure Financing District as follows:

The members of the Public Financing Authority of the Pittsburg Enhanced Infrastructure Financing District Board are Juan Banales, Jelani Killings, Nancy Parent and Shanelle Scales-Preston. All members were in attendance.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION

1. Adoption of a Public Financing Authority Resolution to a) Adopt the By-Laws of the Pittsburg Enhanced Infrastructure Financing District and b) Direct Staff to Prepare the Infrastructure Financing Plan for the Pittsburg Enhanced Infrastructure Financing District

On Motion by Vice Mayor Banales, seconded by Mayor Scales-Preston to adopt and carried unanimously.

The Public Financing Authority adjourned at 6:36 P.M. The City Council took a recess before convening in Open Session for the Regular meeting at 7:00 P.M.

ROLL CALL

Member Adams was absent and excused.

PLEDGE OF ALLEGIANCE

Chief Albanese led the Pledge of Allegiance.

PROCLAMATIONS

2. Veterans Day

CITY MANAGER REPORTS/REMARKS

City Manager Evans stated that this was the last City Council Meeting at the Marina Center. Meetings will resume at City Hall, 65 Civic Avenue, Pittsburg, CA. He also noted that consent item number thirteen (#13) would be pulled for discussion and consent item number fifteen (#15) would be brought back at the November 20, 2023, City Council meeting.

Assistant City Manager Aliotti gave an update on upcoming City events and reiterated that the November 20, 2023, City Council Meeting will take place at City Hall, 65 Civic Ave, Pittsburg, CA.

PUBLIC COMMENTS

There were no public comments.

COMMITTEE REPORTS

Member Lopez attended the Life Enrichment Subcommittee meeting.

Vice Mayor Banales attended the Finance Management Subcommittee meeting.

Member Killings attended the School District Committee (2x2) and the Government Performance Subcommittee meeting.

PUBLIC HEARING

3. Introduction and Waive First Reading of Three Ordinances Terminating Development Agreements Between the City of Pittsburg and 1) SEECON Built Homes, Inc. for the Greystone Place Project, 2) Discovery Homes, Inc. for the Belle Harbor (Waterstone) Subdivision Project, and 3) Forecast Land Development LLC for the Liberty Subdivision Project.

On Motion by Member Killings, seconded by Vice Mayor Banales and adopted by the following vote:

AYES: Banales, Killings, Lopez, Scales-Preston
ABSENT: Adams

CONSIDERATION

4. Adoption of a City Council Resolution Adopting the City of Pittsburg Sustainability Plan.

On Motion by Member Lopez, seconded by Vice Mayor Banales and adopted by the following vote:

AYES: Banales, Killings, Lopez, Scales-Preston
ABSENT: Adams

5. Adoption of a City Council Resolution Approving a Rate Increase Requested by Contra Costa Waste Service, Inc. for the Operation of the Recycling Center and Transfer Station.

On Motion by Member Killings, seconded by Vice Mayor Banales and adopted by the following vote:

AYES: Banales, Killings, Lopez, Scales-Preston
ABSENT: Adams

6. Adoption of a City Council Resolution Accepting Plans and Specifications and Authorize Award of Project 2050 Safe Routes to School.

On Motion by Mayor Scales-Preston, seconded by Member Lopez and adopted by the following vote:

AYES: Banales, Killings, Lopez, Scales-Preston
ABSENT: Adams

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

On Motion by Member Killings, seconded by Vice Mayor Banales and adopted by the following vote:

AYES: Banales, Killings, Lopez, Scales-Preston
ABSENT: Adams

CONFLICT OF INTEREST STATEMENT

Member Killings noted for the record that he would be abstaining from a vote on Consent item number fourteen (#14).

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

Item 13 was removed from consent and voted on separately. Item 15 was not voted on, will be brought back at a later date.

On Motion by Vice Mayor Banales, seconded by Member Lopez to adopt by the following vote:

AYES: Banales, Killings, Lopez, Scales-Preston
ABSENT: Adams

8. Minutes of October 2, 2023 and October 16, 2023

9. Adoption of a City Council Resolution Authorizing the City Manager to Execute an Amendment to the Consulting Services Agreement between the City of Pittsburg and R.E.Y. Engineers, Inc.

10. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Consultant Services Agreement for Construction Management Services for Project 5067 Water Treatment Plant Filter Improvements and Hypochlorite Conversion.

11. Adoption of a City Council Resolution Authorizing Execution of a Contract with Western States Oil for Bulk Gasoline Services.

12. Adoption of a City Council Resolution Accepting the Plans and Specifications, Allocating Additional Funds, and Awarding Project 5080—HDPE Water Main Reducer Emergency Repair.

14. Adoption of an Ordinance Amending the Zoning Map for the LMK Petro Project from RS-6 to CC and adopting specific land use and development regulations.

15. Adoption of Two Ordinances for the Objective Design Standards 2023 Project: 1) Adding Article XXI to Chapter 18.84 of the Pittsburg Municipal Code; and 2) Amending the Zoning Map for Certain Multi-family Housing and Mixed-use Development Projects to Further Housing Production Consistent with State Law.

City Manager stated this item (#15), would be brought back at a later date.

The following was voted on separately.

13. Adoption of a City Council Resolution Approving the Fifth Amendment to the Exclusive Negotiating Rights Agreement (ENRA) with Discovery Builders, Inc., for Development at Stoneman Park.

On Motion by Member Killings, seconded by Member Lopez and adopted by the following vote:

AYES: Banales, Killings, Lopez, Scales-Preston
ABSENT: Adams

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

Mayor Scales-Preston reported on events she attended which included Neighborhood Improvement Team (NIT) meeting, Fall tree planting with Member Killings, various Halloween events and a show at the California Theatre. She also mentioned that A-1 Barbershop celebrated their one (1) year anniversary, and she enjoyed witnessing their sense of community and inclusivity for all the neighboring businesses.

ADJOURNMENT

The meeting was adjourned at 8:21 P.M. to November 20, 2023.

Respectfully submitted,

Alice E. Evenson, City Clerk

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: November 20, 2023

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

CITY COUNCIL/AGENCY MEMBERS
Shanelle Scales-Preston, Mayor/Chair
Juan Antonio Banales, Vice-Mayor/Chair
Jelani Killings, Council/Agency Member
Dionne Adams, Council/Agency Member
Angelica Lopez, 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)

Vice Mayor Banales called the regular meeting to order at 7:06 P.M. in the Council Chamber at City Hall, 65 Civic Avenue Pittsburg, CA after having convened at 6:32 P.M. for the following Closed Session:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Section 54956.8: Property: Property 1000 Civic Avenue; City negotiators: Garrett Evans, Jordan Davis; Negotiating parties: Discovery Builders; Under negotiation: Price and terms of payment

City Attorney Mooney stated the City Council provided direction to staff. There was no reportable action taken.

ROLL CALL

Mayor/Chair Scales-Preston and Member Lopez were absent and excused.

PLEDGE OF ALLEGIANCE

Vice Mayor Banales led the Pledge of Allegiance.

PRESENTATIONS

2. Presentation by County Clerk-Recorder on 2024 Election Cycle

PROCLAMATIONS

3. Homelessness Awareness Month

CITY MANAGER REPORTS/REMARKS

City Manager Evans mentioned that item #15 on the consent calendar would be pulled and brought back at a later date.

Assistant City Manager Aliotti gave an update on Community Events.

PUBLIC COMMENTS

Siu Ling, Pittsburg, commended public works staff on their fast response when reporting an issue.

Comments on rent stabilization, tenant rights and Anti-harassment policies were received from:

Norma Heid
Edith Pastrano
Nicole Arrington
Randi Shelton

COMMITTEE REPORTS

Member Killings attended the Public Safety, Economic Development / Waterfront committee meetings

COMBINED CITY COUNCIL, HOUSING AUTHORITY CONSENT CALENDAR

Motion by member Adams, seconded by Member Killings and adopted by the following vote:

AYES: Adams, Banales, Killings
ABSENT: Lopez, Scales-Preston

5. Adoption of a City Council Resolution and Housing Authority Resolution Authorizing the Use of Housing Successor Agency Funds.

CITY COUNCIL MEETING

PUBLIC HEARING

6. Adoption of a Resolution Approving a General Plan Map Amendment, Vesting Tentative Map for a Major Subdivision and Design Review; and Introduction and Waive First Reading of an Ordinance Approving an Amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District for Siena at San Marco Residential Subdivision (Units 16 and 17), AP-21-1584 (GP, PD/RZ, SUBD, DR)

City Manager Evans noted that this item was being pulled at the request of the applicant. It will be re-noticed and brought back at a later date.

CONSIDERATION

7. Adoption of a City Council Resolution to Approve Acceptance of the Edward Byrne Memorial Justice Assistance Grant (JAG)

Motion by member Killings, seconded by Member Adams and adopted by the following vote:

AYES: Adams, Banales, Killings
ABSENT: Lopez, Scales-Preston

CONFLICT OF INTEREST STATEMENT

There were no conflict of interests statements.

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

On Motion by Member Adams, seconded by Member Killings and adopted by the following vote:

AYES: Adams, Banales, Killings
ABSENT: Lopez, Scales-Preston

8. Receive and File the Treasurer's Report for the Quarter Ending September 30, 2023

9. Adoption of a City Council Resolution Authorizing the City Manager to Execute a First Amendment to the Consulting Services Agreement between the City of Pittsburg and TRC Solutions, Inc.

10. Adoption of a City Council Resolution Accepting Project 3021 – City Park Tree Safety Maintenance as Complete.

11. Adoption of a City Council Resolution to Approve Contract with Dell Technologies, LLC for the refresh of the Public Safety Camera Servers at Police Department.

12. Adoption of a City Council Resolution Authorizing Application for a Outdoor Equity Grants Funds.

13. Adoption of a City Council Resolution to Accept the Plans and Specifications and Awarding Project 1801 Frontage Road Living Green Trail.

14. Adoption of a City Council Resolution Approving the Purchase and Sale Agreement By between the City of Pittsburg and Humewood Inc.

16. Adoption of Three Ordinances Terminating Development Agreements Between the City of Pittsburg and 1) SEECON Built Homes, Inc. for the Greystone Place Project, 2) Discovery Homes, Inc. for the Belle Harbor (Waterstone) Subdivision Project, and 3) Forecast Land Development LLC for the Liberty Subdivision Project.

15. Adoption of Two Ordinances for the Objective Design Standards 2023 Project: 1) Adding Article XXI to Chapter 18.84 of the Pittsburg Municipal Code; and 2) Amending the Zoning Map for Certain Multi-family Housing and Mixed-use Development Projects to Further Housing Production Consistent with State Law.

This item was pulled and not voted on. Will be brought back at a later date.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

There were no Council Member remarks.

ADJOURNMENT

The meeting was adjourned at 7:58 P.M. to December 04, 2023.

Respectfully submitted,

Alice E. Evenson, City Clerk

CITY OF PITTSBURG
CITY COUNCIL SPECIAL MEETING MINUTES

DATE: December 4, 2023

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

CITY COUNCIL.AGENCY MEMBERS
Shanelle Scales-Preston, Mayor/Chair
Juan Antonio Banales, Vice-Mayor/Chair
Jelani Killings, Council/Agency Member
Dionne Adams, Council/Agency Member
Angelica Lopez, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

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

Mayor Scales-Preston called the meeting to order at 7:05 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

CITY MANAGER REPORTS/REMARKS

Assistant City Manager Aliotti gave an update on upcoming City events.

PUBLIC COMMENTS

There were no public comments.

REMARKS AND RECOGNITION OF OUTGOING MAYOR/CHAIR

1. Remarks from Outgoing Mayor

2. Presentations/Comments for Outgoing Mayor

Merl Craft, Pittsburg, congratulated Mayor Scales-Preston for a productive year. She also welcomed incoming Mayor Banales.

CITY COUNCIL REORGANIZATION

3. Selection of Mayor/Chair

On motion by Mayor Scales-Preston, seconded by Member Adams to appoint Juan Antonio Banales as Mayor/Chair and carried unanimously.

4. Selection of Vice-Mayor/Chair

On motion by Mayor Banales, seconded by Member Scales-Preston to appoint Jelani Killings as Vice-Mayor/Vice-Chair and carried unanimously.

5. Remarks from New Vice-Mayor/Chair

6. Remarks from New Mayor/Chair

7. Remarks from New Council Members

ADJOURNMENT

The City Council adjourned at 7:42 P.M. to December 18, 2023.

Respectfully submitted,

Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Receive and File Report on the Review of Development Impact Fees Received by the City of Pittsburg that are Subject to AB 1600 Reporting Requirements

MEETING DATE: December 18, 2023

EXECUTIVE SUMMARY

AB 1600 (Government Code Sections 66000–66008) requires cities to justify and account for developer fees which they enact, increase or impose as a condition of new development for the purposes of financing "public facilities and improvements." AB 1600 also requires an annual review of the developer fees that have been collected and spent during the previous year. This report fulfills the AB 1600 requirements.

FISCAL IMPACT

There is no fiscal impact in receiving the report on the review of the Development Impact Fees received by the City of Pittsburg.

RECOMMENDATION

Receive and file report pertaining to the review of Development Impact Fees received by the City of Pittsburg that are subject to AB 1600 reporting requirements.

BACKGROUND

Many cities charge fees on new development to fund public facilities and improvements such as streets, libraries, sewer and water systems and storm drains. These fees are commonly known as Development Impact Fees. In order to ensure that these fees are spent in a timely manner and on projects for which they were collected, the State Legislature passed a bill known as AB 1600 (Mitigation Fee Act). The law applies to developer fees increased or imposed, on or after January 1, 1989. Mitigation Fee Act adds Government Code Sections 66000-66008 that generally contain the following four requirements:

1. A local jurisdiction must follow the process set forth in the statutes and make certain determinations regarding the purpose and use of the fees, and establish a “nexus” or connection between a development project or class of project and the public improvement being financed with the fee.

2. The fee revenue must be segregated from the general fund in order to avoid commingling of public improvement fees and the general fund.

3. If a local jurisdiction has had possession of a developer fee for five years or more and has not committed that money to a project or actually spent that money, then it must make findings describing the continuing need for that money. In addition, an annual report must be made of fees collected, interest earned, projects on which fees were expended, and any transfers or loans from the fee account. This report is to be reviewed by the local agency assessing the fees.

4. If a local jurisdiction cannot make the findings required under Paragraph 3, the city or county must refund the fees collected.

It should be noted that Mitigation Fee Act reporting requirements do not apply to the following fees:

Fees charged in lieu of parkland dedication
Regulatory and processing fees
Fees collected pursuant to development agreements
Fees collected pursuant to a reimbursement agreement that exceeds the developer’s share of an improvement
Assessment district proceeds or taxes

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City of Pittsburg assesses the following Developer Impact Fees:

Kirker Creek Drainage Fee
Local Traffic Mitigation Fee
Park Dedication Fee
Inclusionary Housing In-Lieu Fee
Traffic Impact Fair Share Fee
Pittsburg Regional Transportation Development Impact Mitigation Fee
Water Facility Reserve Fees
Sewer Facility Reserve Fees

The Traffic Mitigation Fees, Pittsburg Regional Transportation Development Impact Mitigation Fees, Kirker Creek Drainage Fees, Inclusionary Housing In-Lieu Fees, Traffic Impact Fair Share Fee and the Sewer and Water Facility Reserve Fees that the City of Pittsburg collects, qualify as Development Impact Fees. Therefore, these fees must comply with the above referenced statutes. Government Code Section 66001 requires the City to make available to the public certain information regarding development impact fees for each fund within 180 days after the end of the fiscal year.

Expenditures of the fees collected must occur within a 5-year period of collection unless the City can make the appropriate findings that there remains reasonable relationships between the current need for the fees and the purpose for which they were originally proposed.

Kirker Creek Drainage Fees collected in the amount of $370,145 have been on deposit for over five years and these findings are stated on page 2 of the attached report. In summary, the Kirker Creek Drainage Fund is insufficient to construct the prioritized improvements recommended in the 2001 Storm Water Master Plan. As development continues in the Kirker Creek watershed area, additional funds will be collected and deposited for construction of the prioritized improvements.

In addition, there are Traffic Impact Fair Share funds in the amount $536,953 that have been on deposit for over five years and these findings are stated on Page 7 of the attached report. In summary, the fair share funds have been on deposit to address future capital projects in the areas near West Leland Road/Oak Hills Drive; East Leland Road/Century Boulevard; Willow Pass Road/Avila Road; San Marco Boulevard/West Leland Road; and Bailey Road/West Leland Road. The funding held on deposit will be augmented as development in the respective areas occur.

Although the Park Dedication Fee is covered under the Quimby Act and not Mitigation Fee Act, staff has included the Park Dedication Fee in this report for reporting purposes only.

ATTACHMENTS: AB1600 Report
On File in the Office of the City Clerk

Report Prepared By: Andy Wang, Assistant Finance Director

Report Reviewed By: Paul Rodrigues, Finance Director

Kirker Creek Drainage Fees Revenues and Expenditures - Fund 302 FY17/18 - FY22/23	Proj #	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY22/23
Fund Balance - July 1		**$ 391,638**	**$ 383,361**	**$ 379,680**	**$ 360,321**	**$ 363,307**
REVENUES:						
Kirker Creek Drainage Fees Collected		335				-
Other Revenue:						
Interest Earnings		12,292	11,133	1,288	2,986	6,838
Transfers-In:			5,009			
Total Revenues:		**12,628**	**16,142**	**1,288**	**2,986**	**6,838**
EXPENDITURES:						
Project Expenditures:						
Railroad Ave. Storm Drainage Improvements	3202	2,905				-
Pump Station Repairs	3205		1,462	2,287		-
Transfers - Out:						
Tsfr-Out to General Fund (Engineering Support)		18,000	18,360	18,360		-
Tsfr-Out to NPDES						
Total Expenditures:		**20,905**	**19,822**	**20,647**	**-**	**-**
Revenues Over/Under Expenditures:		**(8,277)**	**(3,680)**	**(19,359)**	**2,986**	**6,838**
Fund Balance - June 30		**$ 383,361**	**$ 379,680**	**$ 360,321**	**$ 363,307**	**$ 370,145**

There have been no fee refunds to-date.

The description of this fee and fee amounts per Ordinance No. 01-1180 dated April 16, 2001 and Ordinance No. 05-1236 dated 02/07/05.

The five-year CIP was adopted by the City Council on June 21, 2021 per Resolution No. 21-13944

Local Traffic Mitigation Fees
Revenues and Expenditures - Fund 303
FY17/18 - FY22/23

	Proj #	FY17/18	FY18/19	FY 19/20	FY 20/21		FY 21/22	FY22/23
Fund Balance - July 1		**$ 2,490,964**	**$ 2,174,701**	**$ 1,835,666**	**$ 2,157,901**		**$ 3,906,276**	**$ 5,207,247**
REVENUES:								
Traffic Mitigation Fees Collected		198,647	1,443,301	422,541	2,120,918		1,330,212	1,153,794
Transfers-in from Reg Traffic Mitigation			420,069	236,304				
Other Revenue:								
Interest Earnings		13,004	68,485	181,516	10,087		39,317	107,846
Other Revenue[(1)]							7,412	31,241
Total Revenues:		**211,651**	**1,931,855**	**840,361**	**2,131,005**		**1,376,941**	**1,292,880**
EXPENDITURES:								
Project Expenditures:								
California Ave. Widening Phase I (North)	3006	4,673	5,000					
W. Leland Road Extension (San Marco to Avila)	3011	2,346	14,449	13,207				
San Marco Blvd/ Santa Teresa Signal	3012	131,935						
Intelligent Transportation System Upgrade	3013		289					
San Marco Right Turn @West Leland	3014	54,367						
James Donlon Blvd Extension PHASE I	3015	181,350	2,167,793	366,742	6,318		8,424	30,868
Other Expenditures:								
Engineering Support		79,967	83,359	84,892	76,311		67,546	68,782
Land Acquisition*				53,285				
Transfers - Out:								
Tsfr-Out to Gas Tax - 15/16 Citwide Pavement Management Project		73,276						
Tsfr-Out to Pittsburg CIP - Traffic Signal Installation (3104)								
Tsfr-Out to Measure J - BART Multimodal Facility	2010							
Tsfr-Out to Measure J - Ped & Bicycle Connectivity	2019				300,000			
Total Expenditures:		**527,914**	**2,270,890**	**518,126**	**382,629**		**75,970**	**99,650**
Revenues Over/Under Expenditures:		**(316,263)**	**(339,035)**	**322,235**	**1,748,376**		**1,300,971**	**1,193,230**
Fund Balance - June 30		**$ 2,174,701**	**$ 1,835,666**	**$ 2,157,901**	**$ 3,906,276**	**	**$ 5,207,247**	**$ 6,400,477**

There have been no fee refunds to-date.

The description of this fee and fee amounts per Resolution No. 06-10687 dated December 18, 2006.

The five-year CIP was adopted by the City Council on June 21, 2021 per Resolution No. 21-13944

* During the FY 19/20, $53,285 was used to acquire a parcel of vacant surplus land from Contra Costa County adjacent to intersection of Harbor Street and California Avenue. The parcel will be used for expansion of this intersection to improve the safe and effecient flow of traffic through the intersection.

** A portion of these funds have been allocated towards the San Marco Right Turn @ W. Leland ($45,633)

[(1)] Other revenues associated with CIP project

Park Dedication Fees Revenues and Expenditures - Fund 304 FY17/18 - FY22/23	Proj #	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23
Fund Balance - July 1		**$ 1,389,615**	**$ 1,284,856**	**$ 755,706**	**$ 1,538,367**	**$ 2,706,276**	**$ 2,428,824**
REVENUES:							
Park Dedication Fees Collected		19,531	58,160	457,221	1,223,013	919,314	693,038
Other Revenue:							
Interest Earnings		1,217	32,801	43,637	3,736	21,415	47,804
Measure WW Grant - Ambrose Park Pool Renovation		153,957					
Ambrose Park Pool Renovation - County Share							
Ambrose Park Restroom Renovation - County Share				510,000	318,788	-	-
Ambrose Park Pool Renovation - Ambrose District Share							
John Henry Johnson Park - Housing Related Parks Grant							
Transfers-In:							
Tsfr-In from Infrastructure Repair/Rplcment Fund - Buckley Square		(40,481)					
Total Revenues:		**134,224**	**90,962**	**1,010,858**	**1,545,536**	**940,728**	**740,842**
EXPENDITURES:							
Project Expenditures:							
Small World Park New Features	3054	935					
Ambrose Park Master Plan & Improvements	3057	135,305	3,720	534	809	-	
John Henry Johnson Park Improvements	3062	1,299					
San Marco Park	3065	23,477	359,665				
John Buckley Square (Old Town Park)	3066	10,901					
DeAnza Park Rehabilitation	3069		5,879				
PK-3 Small World Park Improvements	3070		23,438			1,040	
PK-4 Annual Playground Replacement	3071					119,702	
PK-6 City Park Soccer Field Replacement	3072		14,680				
PK-9 Annual Park Features Replacement	3073		15,093	1,385	21,498	221,627	
PK-10 Biennial Restroom Repl/Rehab	3074		6,377				
pk-15 Annual Park Sign Replacement	3075				43,633	65,488	
PK-8 Biennial Playfield Replacement	3076			20,344			3,000
PK-13 Annual Park and Landscaping Imp	3077			18,947	8,206	81,062	40,572
Downtown Ice Rink	3078			19,283			
Ambrose Park Restroom Construction	3079			49,085	245,432	556,845	
Dalta View Sports Field	3080					29,174	561,915
Oak Hills Restroom	3123					80,917	280,541
Other Expenditures:							
Engineering Support							63,572
Interest Accrual - Interfund Loans							
Interfund Loan Payoff to Sewer Fund							
Interfund loan Payoff to Power Fund							
Transfers - Out:							
Tsfr-Out to General Fund - Engineering Support		58,731	59,906	61,104	58,049	62,326	-
Tsfr-Out to Measure J Fund			108,689	32,515			
Tsfr-Out to Gas Tax Fund - Standard Detail Update		8,335	22,665	25,000			
Total Expenditures:		**238,983**	**620,111**	**228,197**	**377,627**	**1,218,181**	**949,599**
Revenues Over/Under Expenditures:		**(104,759)**	**(529,149)**	**782,661**	**1,167,909**	**(277,452)**	**(208,757)**
Fund Balance - June 30		**$ 1,284,856**	**$ 755,706**	**$ 1,538,367**	**$ 2,706,276** *	**$ 2,428,824**	**$ 2,220,067**

There have been no fee refunds to-date.

The description of this fee and fee amounts per Ordinance No. 06-1275 dated October 16, 2006.

The five-year CIP was adopted by the City Council on June 21, 2021 per Resolution No. 21-13944

*A major portion of these funds have been allocated towards the following: West Leland Street Lighting ($25,000), Small World Park Improvements ($990), Annual Playground Replacement ($240,000), City Park Soccer Field Turf Replacement ($235,320), Annual Park Features Replacement ($262,024), Biennial Restroom Replacement/Rehab ($383,623), Annual Park Sign Replacement ($106,367), Biennial Playfield Replacement ($346,226), Annual Park and Landscaping Improvements ($222,847), Downtown Ice Rink ($280,717), Ambrose Park Restroom ($547,073), Delta View Sports Field ($600,000), Oak Hills Restroom ($500,000)

Inclusionary Housing In-Lieu Fees Revenues and Expenditures - Fund 305 FY17/18 - FY22/23	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY22/23
Fund Balance - July 1	**$ 389,133**	**$ 391,255**	**$ 404,014**	**$ 416,121**	**$ 418,518**	**$ 418,837**
REVENUES:						
Inclusionary Housing In Lieu Fees Collected						-
Other Revenue:						
Interest Earnings	2,122	12,759	12,107	2,397	319	731
Transfers-In:						
Total Revenues:	**2,122**	**12,759**	**12,107**	**2,397**	**319**	**731**
EXPENDITURES:						
Project Expenditures:						
Transfers - Out:						
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**-**
Revenues Over/Under Expenditures:	**2,122**	**12,759**	**12,107**	**2,397**	**319**	**731**
Fund Balance - June 30	**$ 391,255**	**$ 404,014**	**$ 416,121**	**$ 418,518**	**$ 418,837**	**$ 419,569**

There have been no fee refunds to-date.

The description of this fee and fee amounts are per Resolution No. 05-10215 dated 2/7/2005 and Ordinance No. 04-1229 dated 11/15/04.

Traffic Impact Fair Share Fund Revenues and Expenditures - Fund 306 FY17/18 - FY22/23	Proj #	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY22/23
Fund Balance - July 1		**$ 487,174**	**$ 489,831**	**$ 505,805**	**$ 520,962**	**$ 522,702**	**$ 527,033**
REVENUES:							
Traffic Impact Fair Share Fees Collected							-
Other Revenue:							
Interest Earnings		2,657	15,973	15,158	1,740	4,331	9,920
Total Revenues:		**2,657**	**15,973**	**15,158**	**1,740**	**4,331**	**9,920**
EXPENDITURES:							
Transfer-Out to Pittsburg CIP - Traffic Signal Installation	3104						-
Total Expenditures:		**-**	**-**	**-**	**-**	**-**	**-**
Revenues Over/Under Expenditures:		**2,657**	**15,973**	**15,158**	**1,740**	**4,331**	**9,920**
Fund Balance - June 30		**$ 489,831**	**$ 505,805**	**$ 520,962**	**$ 522,702**	**$ 527,033**	**$ 536,953**

11/14/13 - A fee refund of $3,750.00 + $726.00 interest was paid to Empire Business Park (Lonne Carr). Refund due to a deposit intended to extend the left turn lanes at the intersection that was proposed, however there are no plans by the City, Contra Costa County or Caltrans to complete this at this time.

Description of fee:
Traffic Impact Fair Share fees were collected for the purpose of funding transportation projects in the area of new developments. Developers of individual projects paid a fee consistent with their percentage share of the cost of the traffic project, such as road widening or traffic signal, made necessary by their development. The share of responsibility was determined by a traffic study required by the City during the permit approval process. For example, if a fast food restaurant was determined by a traffic study to add 3 percent of the traffic at an intersection that will need a traffic signal, the developer would pay a fee in an amount equivalent to 3 percent of the cost of a signal, or $6,600 for a $220,000 traffic signal project. (See attachment for the amount collected per developer and the description of the specific traffic impact.)

Pittsburg Regional Transportation Development Impact Mitigation (PRTDIM) Fees
Revenues and Expenditures - Fund 307
FY17/18 - FY22/23

	Proj #	FY 17/18	FY 18/19	FY 19/20		FY 20/21	FY 21/22	FY22/23
Fund Balance - July 1		**$ 1,673,471**	**$ 632,061**	**$ 213,588**		**$ (20,910)**	**$ (20,587)**	**$ (16,878)**
REVENUES:								
PRTDIM Fees Collected								-
Other Revenue:								
Interest Earnings		6,420	18,772	3,687		323	3,709	8,494
Prior Year Revenue			(17,176)					
Total Revenues:		**6,420**	**1,596**	**3,687**		**323**	**3,709**	**8,494**
EXPENDITURES:								
Project Expenditures:								
James Donlon Blvd. Extension	3701	46,606						-
Railroad Avenue Traffic Siginal Timing	3702	830						-
BART Access Improvments Project	3703	123		1,881				-
BART Parking and Access Strategy	3704	1,270						-
Transfers - Out:								
Tsfr-Out to eBART CFD								
Transfer-Out to Measure J (BART Multimodal)		999,001						
Transfer-Out to Local TMF Fund			420,069	236,304				
Total Expenditures:		**1,047,830**	**420,069**	**238,185**		**-**	**-**	**-**
Revenues Over/Under Expenditures:		**(1,041,410)**	**(418,473)**	**(234,498)**		**323**	**3,709**	**8,494**
Fund Balance - June 30		**$ 632,061**	**$ 213,588**	**$ (20,910)**	*	**$ (20,587)**	**$ (16,878)**	**$ (8,385)**

These fees were used to help fund regional transportation improvements, necessary to offset the impacts of continuing growth and development within the City, and to cooperate with the City's regional partners, including East Contra Costa Regional Fee and Financing Authority (ECCRFFA), to fund and implement transportation projects in the regional area. Fees are no longer retained at the City level, but instead are collected and passed through to ECCRFFA to be used for regional projects.

The description of this fee and fee amounts per Resolution No. 10-11533 dated 09/20/10 and Ordinance No. 10-1329 dated 10/04/10.

There have been no fee refunds to-date.

The five-year CIP was adopted by the City Council on June 21, 2021 per Resolution No. 21-13944

* A portion of these fees have been programmed for the James Donlon Blvd Extension Phase I ($236,304) Railroad Ave Traffic Signal Timing, ($4,540) BART Access Improvements ($7,483), BART Parking and Access Strategy ($5,127)

Water Facility Reserve Fees - Water Treatment Plant Expansion
Revenues and Expenditures - Fund 502
FY17/18 - FY22/23

	Proj #	FY 17/18	FY 18/19	FY 19/20	FY 20/21		FY 21/22	FY22/23
Fund Balance - July 1		**$ 804,648**	**$ 867,412**	**$ 991,394**	**$ 1,258,217**		**$ 1,490,867**	**$ 3,130,065**
REVENUES:								
Water Facility Reserve Fees Collected		74,500	96,937	80,089	234,579		132,485	96,276
Other Revenue:								
Interest Earnings		3,751	27,046	31,739	3,803		25,525	52,351
Transfers-In from Water Bond								
Transfers-In from Water Fund		607,608	34,688	168,660			1,500,000	-
Transfers-In from Water Fund (iBank loan funds)		339,170						
Transfers-In from Water Facility Reserve (Other Fund)								
Total Revenues:		**1,025,029**	**158,671**	**280,488**	**238,382**		**1,658,010**	**148,627**
EXPENDITURES:								
Project Expenditures:								
Water Treatment Plant SCADA Upgrades	5035	15,487			3,402			
Water Treatment Plant Sludge Handling Facility	5040	946,778	34,688	13,665	2,330			
W-55 Buchanan Road Waterline	5049							
WTP Disinfection Modification & Conversion	5062						18,812	
W-34 WTP Disinfection Mod & Conversion	5069							500,000
Main on W. Leland (WTP to SW Hills)	5071						-	
Total Expenditures:		**962,265**	**34,688**	**13,665**	**5,732**		**18,812**	**500,000**
Revenues Over/Under Expenditures:		**62,764**	**123,982**	**266,823**	**232,650**		**1,639,198**	**(351,373)**
Fund Balance - June 30		**$ 867,412**	**$ 991,394**	**$ 1,258,217**	**$ 1,490,867**	*	**$ 3,130,065**	**$ 2,778,692**

The description of this fee and fee amounts collected prior to August 20, 2005 per Resolution No. 98-8551.

The description of this fee and fee amounts collected on or after August 20, 2005 per Resolution No. 05-10291.
Revised fee amounts per Resolution No. 12-11778 dated 02/21/12

The five-year CIP was adopted by the City Council on June 21, 2021 per Resolution No. 21-13944

* A portion of these funds have been allocated to upgrade the Supervisory Control and Data Acquisition (SCADA) system at the Water Treatment Plant ($3,402), WTP Disinfection Modification & Conversion ($400,000), Main on W. Leland (WTP to SW Hills) $1,796,000.

Water Facility Reserve Fees - Water Distribution Revenues and Expenditures - Fund 503 FY17/18 - FY22/23	Proj #	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY22/23
Fund Balance - July 1		**$ 394,913**	**$ 383,204**	**$ 909,057**	**$ 455,303**	**$ 1,516,867**	**$ 1,698,082**
REVENUES:							
WFR - Water Distribution Fees Collected		231,622	502,803	337,243	1,062,084	167,597	116,483
Other Revenue:							
Interest Earnings		2,122	23,050	36,503	(520)	13,618	32,968
Total Revenues:		**233,744**	**525,853**	**373,746**	**1,061,563**	**181,215**	**149,450**
EXPENDITURES:							
Project Expenditures:							
Delta Diablo Recycled Water - John Buckley Park	5056	102,500					
Waterline School Street between Harbor/Vincent	5057	220,453					
Transfers-Out to Water Facility Reserve Fund 502 - 2016/17 Water Main Installation Project	5054	(77,500)					
Transfers - Out to Sewer Fund:				827,500			
Total Expenditures:		**245,453**	**-**	**827,500**	**-**	**-**	**-**
Revenues Over/Under Expenditures:		**(11,709)**	**525,853**	**(453,754)**	**1,061,563**	**181,215**	**149,450**
Fund Balance - June 30		**$ 383,204**	**$ 909,057**	**$ 455,303**	*** $ 1,516,867**	**$ 1,698,082**	**$ 1,847,533**

There have been no fee refunds to-date.

The description of this fee and fee amounts per Resolution No. 05-10291 dated June 20, 2005.
Revised fee amounts per Resolution No.12-11778 dated 02/21/12

These fees ensure the distribution system has available operational capacity to meet the demands of new development outside the Southwest Hills.

The five-year CIP was adopted by the City Council on June 21, 2021 per Resolution No. 21-13944

*A portion of these funds have been programmed for 10/11 Sewer Replacement Program ($750,000), CCTV/Inspection/Sewer Replacement Program-Completed ($77,500)

Water Facility Reserve Fees - Zone 1 & 2 Reservoir Revenues and Expenditures - Fund 504 FY17/18 - FY22/23	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY22/23
Fund Balance - July 1	**$ 965,043**	**$ 970,305**	**$ 1,001,946**	**$ 1,031,972**	**$ 1,035,418**	**$ 1,043,998**
REVENUES:						
WFR - Zone 1/11 Reservoir Fees Collected						-
Other Revenue:						
Interest Earnings	5,262	31,641	30,026	3,446	8,580	19,650
Transfers-In:						
Total Revenues:	**5,262**	**31,641**	**30,026**	**3,446**	**8,580**	**19,650**
EXPENDITURES:						
Project Expenditures:						
Transfers - Out:						
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**-**
Revenues Over/Under Expenditures:	**5,262**	**31,641**	**30,026**	**3,446**	**8,580**	**19,650**
Fund Balance - June 30	**$ 970,305**	**$ 1,001,946**	**$ 1,031,972**	**$ 1,035,418**	**$ 1,043,998**	**$ 1,063,648**

There have been no fee refunds to-date.

The description of this fee and fee amounts per Resolution No. 05-10291 dated June 20, 2005.
Revised fee amounts per Resolution No. 12-11778 dated 02/21/12

These fees will be used to fund the cost of a water reservoir for Zones 1 and 2 which are not within the Southwest Hills area.

Water Facility Reserve Fees - SE 20" Trans Line Revenues and Expenditures - Fund 505 FY17/18 - FY22/23	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY22/23
Fund Balance - July 1	**$ 131,100**	**$ 157,075**	**$ 233,334**	**$ 287,032**	**$ 400,066**	**$ 421,727**
REVENUES:						
WFR - SE 20" Trans Line Fees Collected	25,184	69,538	45,491	112,288	18,232	12,683
Other Revenue: Interest Earnings	791	6,721	8,207	747	3,429	8,047
Transfers-In:						
Total Revenues:	**25,975**	**76,258**	**53,698**	**113,035**	**21,661**	**20,731**
EXPENDITURES:						
Project Expenditures: Interest Expense						
Transfers Out to Water Fund (W-55 Buchanan Road Waterline)						
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**-**
Revenues Over/Under Expenditures:	**25,975**	**76,258**	**53,698**	**113,035**	**21,661**	**20,731**
Fund Balance - June 30	**$ 157,075**	**$ 233,334**	**$ 287,032**	**$ 400,066**	**$ 421,727**	**$ 442,458**

There have been no fee refunds to-date.

The description of this fee and fee amounts per Resolution No. 05-10291 dated June 20, 2005.
Revised fee amounts per Resolution No. 12-11778 dated 02/21/12

These fees will be used to fund the Segment 1E and Zone 2 Transmission Pipeline to the new Zone 2 Reservoir.

Water Facility Reserve Fees - SW Hills CIP - Phase I & II Revenues and Expenditures - Fund 506 FY17/18 - FY22/23	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY22/23
Fund Balance - July 1	**$ 57,467**	**$ 5,501**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
REVENUES:						
WFR - SW Hills CIP Fees Collected	151,251	150,179	123,773	567,849	602,686	426,578
Other Revenue:						
Interest Earnings		1,840	3,166	(939)	3,705	5,537
Total Revenues:	**151,251**	**152,018**	**126,939**	**566,910**	**606,391**	**432,115**
EXPENDITURES:						
Project Expenditures:						
Interest Expense	34					
Transfers - Out:						
Transfer-Out to Water Revenue Bond (1)	203,183	157,519	126,939	566,910	606,391	
Total Expenditures:	**203,217**	**157,519**	**126,939**	**566,910**	**606,391**	**-**
Revenues Over/Under Expenditures:	**(51,966)**	**(5,501)**	**-**	**-**	**-**	**432,115**
Fund Balance - June 30	**$ 5,501**	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 432,115**

The description of this fee and fee amounts per Resolution No. 05-10291 dated June 20, 2005.
Revised fee amounts per Resolution No. 12-11778 dated 02/21/12

(1) The fees collected will reimburse Water Bond funds used in prior years to construct the new 3.0 MG Zone 2 Reservoir, two pump stations (Zone 2 & 3) and Transmission Pipeline Segments 2-5 to serve Southwest Hills. Reimbursement will take place as funds become available, starting in Fiscal Year 2011/12. Project Descriptions and Expenses incurred are as follows:

West Leland Waterline	$ 234,766
Vista Del Mar Waterline	235,154
Southwest Hills Water Improvement Project	13,200,368
Total Eligible for Reimbursement:	13,670,288
Reimbursed in Prior Years	(1,208,021)
Reimbursed in Fiscal Year 14/15	(265,688)
Reimbursed in Fiscal Year 15/16	(428,624)
Reimbursed in Fiscal Year 16/17	(214,782)
Reimbursed in Fiscal Year 17/18	(203,183)
Reimbursed in Fiscal Year 18/19	(157,519)
Reimbursed in Fiscal Year 19/20	(126,939)
Reimbursed in Fiscal Year 20/21	(566,910)
Reimbursed in Fiscal Year 21/22	(606,391)
Reimbursed in Fiscal Year 22/23	-
Balance Remaining to Reimburse Water Bond	$ 9,892,231

Water Facility Reserve Fees - SW Hills Phase III Pipe/Reservoir Revenues and Expenditures - Fund 507 FY17/18 - FY22/23	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY22/23
Fund Balance - July 1	**$ 2,292,965**	**$ 2,339,136**	**$ 2,425,179**	**$ 3,255,808**	**$ 3,417,391**	**$ 3,709,040**
REVENUES:						
WFR - SW Hills Phase III Pipe Fees Collected	33,593	9,831	3,860	150,961	261,685	184,985
Other Revenue:						
Interest Earnings	12,578	76,212	72,769	10,622	29,964	72,105
Transfers-In:						
Tsfr-In from Water Bond			754,000			
Total Revenues:	**46,171**	**86,043**	**830,629**	**161,583**	**291,649**	**257,090**
EXPENDITURES:						
Project Expenditures:						
Transfers - Out:						
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**-**
Revenues Over/Under Expenditures:	**46,171**	**86,043**	**830,629**	**161,583**	**291,649**	**257,090**
Fund Balance - June 30	**$ 2,339,136**	**$ 2,425,179**	**$ 3,255,808**	**$ 3,417,391**	**$ 3,709,040**	**$ 3,966,130**

The description of this fee and fee amounts per Resolution No. 05-10291 dated June 20, 2005.
Revised fee amounts per Resolution No.12-11778 dated 02/21/12

A portion of these funds have been programmed for the Water Main at West Leland, from Water Treatment Plant to Southwest Hills ($1,796,000)

In addition to funding segment P-1, the fees collected will reimburse Water Bond funds used in prior years to construct the new Transmission Pipeline Segments P2-5 to serve Southwest Hills. Reimbursement will take place as funds become available, and after the other segments of the pipeline are completed.

Water Facility Reserve Fees - SW Hills Phase III Pump Revenues and Expenditures - Fund 508 FY17/18 - FY22/23	Project Number	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Fund Balance - July 1		(0)	(0)	(0)	(0)	(0)	(0)
REVENUES: WFR - SW Hills Phase III Pump Fees Collected							
Other Revenue:							
Transfers-In:							
Total Revenues:		0	-	-	-	-	-
EXPENDITURES:							
Project Expenditures:							
Transfers - Out: Transfer-Out to Water Revenue Bond (1)							
Total Expenditures:		-	-	-	-	-	-
Revenues Over/Under Expenditures:		0	-	-	-	-	-
Fund Balance - June 30		$ (0)	$ (0)	$ (0)	$ (0)	$ (0)	$ (0)

The description of this fee and fee amounts per Resolution No. 05-10291 dated June 20, 2005.
Revised fee amounts per Resolution No. 12-11778 dated 02/21/12

(1) The fees collected will reimburse Water Bond funds used in prior years to acquire the Zone 4 site at San Marco for water lines serving Zones 3 and higher within the Southwest Hills area. Reimbursement will take place as funds become available, starting in Fiscal Year 2011/12. Project Description and Expenses incurred are as follows:

San Marco Site Land Acquisition	$325,000
Total Eligible for Reimbursement:	$ 325,000
Reimbursed in FY 2011/12:	(103,102)
Balance Remaining to Reimburse Water Bond	$ 221,898

Water Treatment Plant Sludge Handling Revenues and Expenditures - Fund 509 FY17/18 - FY22/23	Proj #	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Fund Balance - July 1		**$ 75,989**	**$ 166,546**	**$ 293,858**	**$ 401,761**	**$ 697,402**	**$ 863,956**
REVENUES:							
WFR - Water Treatment Plant Sludge Handling		89,909	119,387	96,599	294,805	159,813	116,248
Other Revenue:							
Interest Earnings		648	7,925	11,304	836	6,741	17,636
Total Revenues:		**90,557**	**127,312**	**107,903**	**295,641**	**166,554**	**133,884**
EXPENDITURES:							
Project Expenditures:							
Interest Expense							
Transfers-Out to Water Facility Reserve - Fund 502 (W-33 WTP Sludge Handling Facility)	5040						
Total Expenditures:		**-**	**-**	**-**	**-**	**-**	**-**
Revenues Over/Under Expenditures:		**90,557**	**127,312**	**107,903**	**295,641**	**166,554**	**133,884**
Fund Balance - June 30		**$ 166,546**	**$ 293,858**	**$ 401,761**	**$ 697,402**	**$ 863,956**	**$ 997,839**

The Water Treatment Plant (WTP) Sludge Handling Fee (Fund 509) covers the cost of increasing the WTP's capacity for handling additional sedimentation basin sludge, a result of increased WTP water production resulting from additional development within the City.

Revised fee amounts per Resolution No. 12-11778 dated 02/21/12

$550,000 was programmed for a Sludge Handling Facility at the Water Plant. Fund 502, Water Treatment Plant Expansion funded $300,000 of the project, $250,000 was funded with Sludge Handling funds (fund 509). The balance of $300,000 has been reimbursed from Water Treatment Plant Sludge Handling funds in FY 2015/16.

Water Facility Reserve Fees - Zone 1 Reservoir Revenues and Expenditures - Fund 510 FY17/18 - FY22/23	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Fund Balance - July 1	**$ 320,266**	**$ 440,985**	**$ 714,829**	**$ 910,980**	**$ 1,465,197**	**$ 1,563,716**
REVENUES:						
WFR - Zone 1 Reservoir Fees Collected	118,612	254,174	170,049	552,231	85,841	59,683
Other Revenue:						
Interest Earnings	2,107	19,670	26,102	1,986	12,678	29,948
Transfers-In:						
Total Revenues:	**120,719**	**273,844**	**196,151**	**554,217**	**98,520**	**89,631**
EXPENDITURES:						
Project Expenditures:						
Transfers - Out:						
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**-**
Revenues Over/Under Expenditures:	**120,719**	**273,844**	**196,151**	**554,217**	**98,520**	**89,631**
Fund Balance - June 30	**$ 440,985**	**$ 714,829**	**$ 910,980**	**$ 1,465,197**	**$ 1,563,716**	**$ 1,653,348**

There have been no fee refunds to-date.

The description of this fee and fee amounts per Resolution No. 05-10291 dated June 20, 2005.
Revised fee amounts per Resolution No. 12-11778 dated 02/21/12

These fees will be used to fund the cost of a water reservoir for Zones 1 which are not within the Southwest Hills area.

Water Facility Reserve Fees - Zone 2 Reservoir Revenues and Expenditures - Fund 511 FY17/18 - FY22/23	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Fund Balance - July 1	**$ 87,438**	**$ 87,914**	**$ 114,040**	**$ 130,588**	**$ 131,734**	**$ 132,826**
REVENUES:						
WFR - Zone 1 Reservoir Fees Collected		22,586	12,828	708		-
Other Revenue:						
Interest Earnings	476	3,540	3,720	438	1,092	2,500
Transfers-In:						
Total Revenues:	**476**	**26,126**	**16,548**	**1,146**	**1,092**	**2,500**
EXPENDITURES:						
Project Expenditures:						
Transfers - Out:						
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**-**
Revenues Over/Under Expenditures:	**476**	**26,126**	**16,548**	**1,146**	**1,092**	**2,500**
Fund Balance - June 30	**$ 87,914**	**$ 114,040**	**$ 130,588**	**$ 131,734**	**$ 132,826**	**$ 135,326**

There have been no fee refunds to-date.

The description of this fee and fee amounts per Resolution No. 05-10291 dated June 20, 2005.
Revised fee amounts per Resolution No. 12-11778 dated 02/21/12

These fees will be used to fund the cost of a water reservoir for Zone 2 which are not within the Southwest Hills area.

Sewer Facility Reserve Fees -Collection System Capacity Buy-In Revenues and Expenditures - Fund 522 FY17/18 - FY22/23	Proj #	FY 17/18	FY 18/19	FY 19/20		FY 20/21	FY 21/22	FY 22/23
Fund Balance - July 1		**$ 674,101**	**$ 788,994**	**$ 1,257,154**		**$ 676,537**	**$ 1,085,670**	**$ 522,973**
REVENUES:								
Sewer Facility Reserve Buy In - Fees Collected		111,218	517,676	188,897		643,818	33,612	186,018
Other Revenue:								
Interest Earnings		3,675	32,796	40,487		315	3,691	10,033
Transfers-In:								
Total Revenues:		**114,893**	**550,472**	**229,383**		**644,133**	**37,303**	**196,051**
EXPENDITURES:								
Project Expenditures:								
Sewer Line Replacement East of Loveridge	5207		82,312					-
Transfers - Out:								
Transfer-Out to Sewer Operating - Sewer Rehab				810,000		235,000	600,000	-
Total Expenditures:		**-**	**82,312**	**810,000**		**235,000**	**600,000**	**-**
Revenues Over/Under Expenditures:		**114,893**	**468,160**	**(580,617)**		**409,133**	**(562,697)**	**196,051**
Fund Balance - June 30		**$ 788,994**	**$ 1,257,154**	**$ 676,537**	*	**$ 1,085,670**	**$ 522,973**	**$ 719,024**

There have been no fee refunds to-date.

The description of this fee and fee amounts collected prior to August 20, 2005 per Resolution No. 97-8495.

The description of this fee and fee amounts collected on or after August 20,2005 per Resolution No. 05-10291.

Revised fee amounts per Resolution No. 05-10372

*Fees have been programmed for the Highway 4 Trunk Line Relief Project ($133,113). Fees have also been programmed for the CCTV/Inspection/Sewer Rehab project ($460,000), Montezuma Pump Station Replacement ($585,000)

Sewer Facility Reserve Fees - Hwy 4 Trunk Line Revenues and Expenditures - Fund 523 FY17/18 - FY22/23	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Fund Balance - July 1	**$ 20,166**	**$ 20,276**	**$ 21,818**	**$ 22,472**	**$ 34,114**	**$ 32,764**
REVENUES:						
SFR-Pipe - Fees Collected		872		11,568	(1,614)	-
Other Revenue:						
Interest Earnings	110	670	654	75	264	617
Transfers-In:						
Total Revenues:	**110**	**1,542**	**654**	**11,643**	**(1,350)**	**617**
EXPENDITURES:						
Project Expenditures:						
Reimbursment - prior year revenue [1]						
Transfers - Out:						
Total Expenditures:	**-**	**-**	**-**	**-**	**-**	**-**
Revenues Over/Under Expenditures:	**110**	**1,542**	**654**	**11,643**	**(1,350)**	**617**
Fund Balance - June 30	**$ 20,276**	**$ 21,818**	**$ 22,472**	**$ 34,114**	**$ 32,764**	**$ 33,381**

[1] A developer refund was made in 2016/17 - for reimbursement of Sanitary Sewer Video costs.

The description of this fee and fee amounts per Resolution No. 05-10291 dated June 20, 2005.
Revised fee amounts per Resolution No. 12-11778 dated 02/21/12.

These fees will be used to fund the increase in size for the Highway 4 Sewer Trunk Line to serve new development.

Funds in the amount of $200,000 for the Hwy 4 Trunk Line Relief project are payable to fund 522
Sewer Facility Reserve Buy-In fund when revenue receipts are sufficient.

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

TO: Mayor and Council Members

FROM: Donna Mooney, City Attorney

SUBJECT: Adoption of a City Council Resolution Authorizing the City Attorney to Execute First Amendment to Outside Counsel Services Agreement with Jackson Lewis, PC

MEETING DATE: December 18, 2023

EXECUTIVE SUMMARY

The City Attorney proposes a first amendment to an Outside Counsel Services Agreement with the law firm Jackson Lewis PC, to increase the compensation to cover anticipated invoices for legal representation in upcoming arbitration proceedings in December 2023, and any needed legal services through the contract term.

FISCAL IMPACT

The amendment would add $75,000 to the contract, which would be funded by the City Attorney litigation fund or relevant department.

RECOMMENDATION

Adopt the Resolution authorizing the City Attorney to execute the First Amendment to the Outside Counsel Services Agreement with the law firm Jackson Lewis, PC.

BACKGROUND

Jackson Lewis has provided specialized legal services to the City including advice on employment discipline and termination matters, and represents the City in arbitration proceedings. Arbitration proceedings are similar to trials and involve witness testimony, legal briefing and legal arguments, and conclude with a written decision of the arbitrator. Last year, the firm successfully represented the City in an arbitration of an employee termination. The termination was upheld by the arbitrator. An arbitration regarding the discipline of a City employee is scheduled for December.

SUBCOMMITTEE FINDINGS

This item was not submitted to a subcommittee.

STAFF ANALYSIS

The Outside Counsel Services Agreement with the law firm Jackson Lewis, PC, requires an amendment to increase the maximum above $75,000 to cover anticipated expenditures for arbitration services through December 31, 2023, and any needed legal services through the contract term ending June 30, 2024.

ATTACHMENTS: First Amendment
Resolution

Report Prepared By: Donna Mooney, City Attorney

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing City Attorney to Execute First Amendment to Outside Counsel Services Agreement With Jackson Lewis PC	)))	RESOLUTION NO. 23-

WHEREAS, the City Attorney entered into an Agreement for Outside Counsel Services ("Agreement") with the law firm Jackson Lewis, PC, in December 2021 to assist with public agency employment legal matters including advice and arbitration; and

WHEREAS, the Agreement set forth a maximum compensation of $75,000, which is within the signing authority of the City Attorney pursuant to the Purchasing Policy; and

WHEREAS, the City Attorney seeks to amend the Agreement to add $75,000 to the compensation to cover anticipated invoices for legal representation in arbitration proceedings in December 2023 and any needed legal services through the contract term ending June 30, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Attorney to execute the First Amendment to the Outside Counsel Services Agreement with the law firm Jackson Lewis, PC.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of December, 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

FIRST AMENDMENT TO
OUTSIDE COUNSEL SERVICES AGREEMENT BETWEEN
CITY OF PITTSBURG AND JACKSON LEWIS P.C.

This First Amendment to the Principal Agreement made and entered into on December 1, 2021, hereafter referred to as Agreement, between Jackson Lewis, a California professional corporation, therein referred to as Outside Counsel, and the City of Pittsburg, a municipal corporation, therein referred to as City, is made and entered into on this 8th day of November, 2023.

Outside Counsel and City do mutually agree as follows:

1. Compensation. Section 5 of the Agreement is hereby amended to read as follows:

City shall compensate Outside Counsel for the performance of the Services at rates shown on Exhibit A. No attorney other than as named in Exhibit A is authorized to perform work for City. No other compensation for the Services will be allowed. Moreover, not more than One Hundred Fifty Thousand Dollars ($150,000) shall be paid for services and reimbursable costs incurred under this Agreement. Outside Counsel shall not bill City for duplicate services, i.e., services performed by more than one person.

2. Integration. This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Outside Counsel shall perform all duties, obligations and conditions required under the Agreement.

3. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, the provisions of this First Amendment shall control in all respects.

4. Ambiguities. The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.

5. Counterparts. This First Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

6. Authority. The person signing this First Amendment for Outside Counsel hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of Outside Counsel.

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the day and year first hereinabove appearing.

OUTSIDE COUNSEL:

JACKSON LEWIS, a California professional corporation

By: _____

Michael Christian, Principal

CITY:

CITY OF PITTSBURG, a municipal corporation of the State of California

By: _____

Donna Mooney, City Attorney

APPROVED AS TO FORM:

By: _____

Donna Mooney, City Attorney

EXHIBIT A

Fees

Partners:	
Gina Roccanova	$395.00 per hour
Principal:	
Dominique Windberg	$325.00 per hour
Associates:	
Kaitlyn Lavaroni	$325.00 per hour
Melissa Kelm	$295.00 per hour

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 First Amendment to the Consulting Services Agreement between the City of Pittsburg and Anchor QEA, LLC

MEETING DATE: December 18, 2023

EXECUTIVE SUMMARY

The City has a Consultant Agreement (Agreement) with Anchor QEA, LLC (Anchor QEA) for design and permitting services to repair the Riverview Park recreational fishing pier to conditions prior to the August 2022 fire. The project will also require bidding and construction support.

FISCAL IMPACT

If approved, the amendment to the Agreement (Amendment) would increase the Agreement compensation by $56,500, making the new contract amount not to exceed $148,500. This project is approved for reimbursement by the City's risk pool, MPA, for liability insurance.

RECOMMENDATION

Staff recommends that the City Council adopt the Resolution authorizing the City Manager to execute an Amendment to the Agreement with Anchor QEA.

BACKGROUND

In 2022, the City's Riverview Park recreational fishing pier experienced a fire that damaged the last 10 feet of the timber pier, charring the guardrail, the decking, and part of its timber piles. The City prepared an informal request for proposals and received two responses from interested parties. Anchor QEA's proposal was qualified and on April 3, 2023 by City Council Resolution 23-14265, the project was awarded to Anchor QEA.

The City engaged its Municipal Pooling Authority, a Joint Powers Authority established in 1978 for the purpose of providing liability insurance to municipal agencies in Northern California and received a confirmation of reimbursement for this design work less a $25,000 deductible.

SUBCOMMITTEE FINDINGS

The item was not presented at a subcommittee meeting.

STAFF ANALYSIS

For project continuity, staff recommends expanding the existing Agreement with Anchor QEA to provide bidding and construction support. To date, Anchor QEA has completed project design and submitted a permit application to the US Army Corps of Engineers for the proposed repairs. Permit approval is pending review by the National Marine Fisheries Service. Assuming timely permitting, completion of the project is anticipated for spring 2024.

ATTACHMENTS: Resolution
First Amendment to Consulting Services Agreement Between the City of Pittsburg and Anchor QEA

Report Prepared By: Dhaynae Romero, Administrative Analyst I

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute a First Amendment to the Consulting Services Agreement between the City of Pittsburg And Anchor QEA, LLC

RESOLUTION NO. 23-

WHEREAS, in 2022, the City's Riverview Park recreation fishing pier experienced a fire that damaged the last 10 feet of the timber pier, charring the guardrail, the decking, and part of its timber piles; and

WHEREAS, as trustee of the Trust Lands in the City and as granted per Senate Bill 551, Chapter 422, Statutes of 2011, the City strives to provide public access to its waterfront; and

WHEREAS, restoring the pier to pre-fire condition will facilitate this access and enable public enjoyment of the Pittsburg waterfront; and

WHEREAS, on April 3, 2023, the City executed the agreement (Agreement) with Anchor QEA, LLC for design and permitting to repair the recreational fishing pier to conditions prior to the fire; and

WHEREAS, for project continuity, staff recommends expanding the existing Agreement with Anchor QEA, LLC to provide bidding and construction support.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute a First Amendment to the Agreement with Anchor QEA, LLC, increasing the compensation under the Agreement by $56,500, making the new contract amount not to exceed $148,500.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of December 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

FIRST AMENDMENT TO
CONSULTING SERVICES AGREEMENT BETWEEN
CITY OF PITTSBURG AND
ANCHOR QEA, LLC

THIS First Amendment to the Principal Agreement made and entered into on April 3, 2023, hereafter referred to as Agreement, between Anchor QEA, LLC, a Washington limited liability company, therein referred to as Consultant, and the City of Pittsburg, a municipal corporation, therein referred to as City, is made and entered into on this 18th day of December 2023.

WHEREAS, the parties entered into an Agreement for design and permitting services related to the repair of the Riverview Park recreational fishing pier (the Project) after the August 2022 fire; and

WHEREAS, the City also desires bidding and construction support services for the Project; and

WHEREAS, the parties desire to add services and increase the compensation amount accordingly to implement the Project..

NOW, THEREFORE, Consultant and City do mutually agree as follows:

1. Term of Services. Section 1.1 of the Agreement is hereby amended to read as follows:

The term of this Agreement shall begin on the Effective Date and shall end on June 30, 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.

2. Compensation. Section 2 of the Agreement is hereby amended to read as follows: City hereby agrees to pay Consultant a sum not to exceed one hundred forty-eight thousand, five hundred dollars ($148,500), 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.

3. Exhibit A Scope of Services. Exhibit A is hereby amended to add to the contents of Attachment 1 of this First Amendment.

4. Exhibit B Compensation Schedule. Exhibit B is hereby replaced with Attachment 2 of this First Amendment.

5. Integration. This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all duties, obligations and conditions required under the Agreement.

6. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, the provisions of this First Amendment shall control in all respects.

7. Ambiguities. The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.

8. Counterparts. This First Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

9. Authority. The person signing this First Amendment for Consultant hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of Consultant.

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the day and year first hereinabove appearing.

CONSULTANT:

Anchor QEA, LLC, a Washington limited liability company

By: _____

Josh Burnam, PhD, Principal Planner

CITY:

CITY OF PITTSBURG, a municipal corporation of the State of California

By: _____

Garrett Evans, City Manager

APPROVED AS TO FORM:

By: _____

Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Task 5 – Bidding and Construction Support

Subtask 5.1: Bidding Phase Support

For this subtask, Consultant shall assist the City during the bid advertisement period through contractor and construction award, providing the following services:

- Review bid advertisement and any contract document revisions made by the City.
- Prepare for, attend, and summarize the pre-bid meeting discussions
- Provide responses to bidder inquiries and issue one written addenda for bid document clarifications, as required.
- Review and discuss with the City the results of bids and evaluation of results, including bidder qualifications.

Subtask 5.2: Construction Phase Support

For this subtask, Consultant shall assist the City during the construction period through Project closeout, providing the following services:

- Meetings: Prepare for, attend, and summarize the pre-construction meeting, weekly construction meetings, one punch-list meeting, and one final inspection meeting. As part of the weekly meetings, Consultant shall provide review and recommendations on up to four Change Orders/Proposal Requests (PRs) and/or Field Authorizations (FAs) and two monthly Contractor Progress Payment Requests. This activity will occur during the submission process between the contractor and the City. Contractor as-built markups shall be reviewed during weekly meetings.
- Provide responses to RFIs directed to the Consultant Team by the City during the construction period. Consultant shall assign one primary design team member to respond to RFIs who is consistently attending the weekly meetings. This team member wshall coordinate with subconsultant team members but will prepare the responses.
- Review submittals directed to Consultant by the City. Consultant shall assign one primary design team member to respond to submittals who is consistently attending the weekly meetings. This team member shall coordinate with subconsultant team members, as needed.
- Maintenance and tracking RFIs and submittal logs. Provide weekly updates of these logs as part of the weekly progress meetings.
- Provide record drawings in AutoCAD, based on contractor’s markups. Assume 1 hour of CAD work for each plan sheet, in addition to a quality control review by Consultant.
- Document Control: Use Project SharePoint Site to house construction contract documents, weekly meeting notes, and other Project-related data. This

SharePoint site shall be established at the onset of the Project and maintained through the Project closure.

Task 5 Deliverables:

- Pre-Bid meeting notes in PDF.
- Meeting notes for all meetings attended, in PDF format.
- Written responses to all RFIs reviewed, in MS Word and PDF formats.
- Written responses for all submittals reviewed, provided as transmittal letters, in MS Word and PDF formats.
- Written review comments on pay requests and Change Order Proposals in PDF format.
- Submittal and RFI logs, in Excel and PDF formats.
- Final record drawings, in AutoCAD format, with electronic media release signed by the City and professional stamps and seals removed from electronic deliverables.
- Project Document Control SharePoint Site.

EXHIBIT B

COMPENSATION SCHEDULE

2024 BILLING RATES

Professional Level Hourly Rates

Principal	$328
Senior Manager	$288
Manager	$269
Senior Staff	$238
Staff 3	$209
Staff 2	$188
Staff 1	$159
Senior CAD[1] Designer	$165
CAD Designer	$139
Technician	$133
Senior Technical Editor	$163
Technical Editor	$139
Senior Project Coordinator	$156
Project Coordinator	$128

Special Hourly Rates

National expert consultant	$532
All work by a testifying expert	1.5 times professional level rate
Expert Advisor	$408

EXPENSE BILLING RATES

Expense Rates

Computer Modeling (per hour)	$20
Graphic Plots (varies with plot size)	$3–$6/sf
Mileage (per mile)	Current Federal Standard
SharePoint Project Portal (per month)	up to 25GB $50 | 26–50GB $100 | 51–100GB $200

FEE ON LABOR AND EXPENSE CHARGES

Subcontracts/subconsultants	10%
Travel and other direct costs	10%
Field equipment and supplies	10%

[1] CAD: Computer Aided Design

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 Approving the Revision of the City's Personnel Rules, Sick Leave, California Family Rights Act and Bereavement Leave

MEETING DATE: December 18, 2023

EXECUTIVE SUMMARY

Staff recommends the revision of Section 23, Sick Leave, Section 25, Family Medical Leave and 26.14, Bereavement Leave of the Personnel Rules to reflect State legislative changes, effective January 1, 2024.

FISCAL IMPACT

Additional costs to fund the new seasonal employee leave obligations are anticipated to be approximately $10,000 for Fiscal Year 2023/24.

RECOMMENDATION

It is recommended that the City Council adopt a Resolution to approve the revision of the City's Personnel Rules, Sick Leave, California Family Rights Act and Bereavement Leave.

BACKGROUND

On October 4, 2023, California's Governor signed Senate Bill (SB) 616, which increases the amount of paid sick leave employers are required to provide to California employees. Beginning on January 1, 2024, employers must increase the amount of sick leave provided to California employees from three days (24 hours) to five days (40 hours).

Under California's existing paid sick leave statute, employees who work in California for the same employer for 30 or more days must accrue no less than one hour of paid sick leave per every 30 hours worked. Current law allows employers to use alternative accrual methods (other than the one hour of paid sick leave per every 30 hours worked), so long as employees have three days (24 hours) of available paid sick leave by the employee's 120th calendar day of employment or each calendar year. Under SB 616, employers may continue to use different accrual methods other than one hour per every 30 worked but must also

ensure employees have no less than five days (40 hours) of accrued paid sick leave by the 200th calendar day of employment or each calendar year.

Moreover, SB 616 modifies existing law by stating that an employer may satisfy the accrual requirements of the statute by providing three days (24 hours) of paid sick leave that is available to the employee to use by the 120th calendar day of employment, and no less than five days (40 hours) of paid sick leave by the 200th calendar day of employment.

SB 616 increases the amount of sick leave that an employee may use in each year of employment, calendar year, or 12-month period, from three days (24 hours) to five days (40 hours).

SB 616 also requires that employers increase the accrual and carryover cap to ten days (80 hours). However, no accrual or carryover is required if the employer provides five days (40 hours) of paid sick leave upfront each year of employment, calendar year, or 12-month period.

In 2023, AB 1041 expanded the definition of “family member” under the California Family Rights Act (CFRA) and California’s Healthy Workplaces Healthy Families Act (HWHFA) to include a “designated person.” Under both the amended CFRA and HWHFA, employees are able to identify a designated person for whom they want to use leave when they request unpaid (CFRA) or paid (HWHFA) leave. Further, under both amended laws, employers will be able to limit an employee to one designated person per 12-month period.

Effective January 1, 2023, with the adoption of AB 1949, the California Family Rights Act requires that workers be given five days of unpaid bereavement leave. This is time off of work given to eligible employees after the death of a family member or a loved one. Employers must permit employees to use any available accrued leave time, including sick leave.

On October 11, 2023, Governor Gavin Newsom signed a bill into law allowing for up to five days of time off work for reproductive-related losses. Senate Bill 848 makes it an unlawful employment practice for an employer to refuse to grant an eligible employee's request to take up to five days of unpaid leave following a reproductive loss event.

Previously, California law required employers to provide bereavement leave upon the death of an employee's family member. Reproductive-related losses, however, largely remained unaddressed. Such losses are a common occurrence with more than 1 in 4 pregnancies resulting in miscarriage, and they may result in post-traumatic stress disorder (with almost 1 in 3 women developing post-traumatic stress disorder after a miscarriage).

SB 848 acts as a subset of California's bereavement leave law and increases an employee's leave entitlements for a reproductive loss event, which is defined as "the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction." Covered employers must provide up to five days of unpaid leave for reproductive loss events.

The law limits the amount of reproductive loss leave to a maximum of 20 days within a 12-month period. Although an employee may be subject to multiple reproductive loss events in a 12-month period, an employer is not required to provide more than 20 days of reproductive loss leave.

SUBCOMMITTEE FINDINGS

This item was not submitted to a subcommittee.

STAFF ANALYSIS

Staff recommends adopting changes to the Personnel Rules in reference to SB 616, AB 1949 and SB 848.

The Memoranda of Understanding (MOUs) define sick leave accrual for represented employees. SB 616 specifically covers the City's non-represented, seasonal employees. Based on the City's current rules, non-represented employees receive twenty-four (24) hours of sick leave annually and may carry over up to forty-eight (48) hours each year. Changes to Section 23, of the Personnel Rules, Sick Leave is proposed, as follows:

> 23 Sick Leave
>
> 23.1 General Application
> Except as provided under the terms of an employment agreement, memorandum of understanding, or any other action providing for employee sick leave benefits, employees will accrue paid sick leave as provided in this Rule and in accordance with the Healthy Workplace, Healthy Families Act of 2014. All employees who earn sick leave, regardless of whether such leave accrued under this rule or under some other document approved by the City Council, are expected to abide by the usage and notice provisions described in this Rule.
>
> 23.2 Accrual of Leave
> Unless provided under the terms of an employment agreement, memorandum of understanding, or any other action providing for employee sick leave benefits, employees will receive a sick leave bank allocation of forty (40) hours, effective the first pay period in 2024. Sick Leave accrual banks may carry over each year. Once an employee reaches the accrual cap of eighty (80) hours, the employee will not accrue any further sick leave hours until some paid sick time is used.
>
> 23.3 Sick Leave Use
> Employees are eligible to begin using accrued sick leave upon accrual. The minimum increment for using sick leave is two (2) hours.
>
> Sick leave may be used for the following reasons:
>
> 1. The employee's own illness, injury or medical condition;
> 2. Visits to a medical doctor, chiropractor, acupuncturist, dentist, optometrist, optician, psychiatrist or psychologist, medical or clinical laboratory on order of a doctor, or other licensed medical provider for the employee or the employee's family member;
> 3. To attend to the illness of the employee's family member; or
> 4. To seek medical treatment, counseling, social services or relief when the employee is a victim of domestic violence, sexual assault or stalking.

23.4 Family Member Defined
For purposes of this policy, a member means any of the following:

1. The employee's spouse or registered domestic partner;
2. The employee's child, including a biological, adopted, or foster child, step child, legal ward, or a child to whom the employee stands in loco parentis;
3. A biological, adoptive, or foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
4. The employee's grandparents;
5. The employee's grandchildren; and
6. The employee's siblings;
7. "Designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. Employees may designate one person per 12-month period for family care and medical leave.

23.5 Sick Leave Notice
An employee requesting to use sick leave should notify their immediate supervisor prior to the beginning of any working shift. The employee should notify his or her supervisor that the employee is unable to report for work and that the employee is requesting to use sick leave.

An employee is to request prior authorization for any absence due to attendance at any medical appointment. For the purpose of this section, "request prior authorization" shall mean that the employee has notified their supervisor as soon as reasonably practicable.

23.6 Sick Leave Upon Termination
The City will not pay employees for unused sick leave upon termination of employment. Unless otherwise provided in an employment agreement, memorandum of understanding, regulation or any other City Council action, employees who are rehired will have any previously unused and accrued sick leave hours reinstated, up to a maximum of eighty (80) hours.

23.7 Sick Leave Verification of Illness
An employee may be required to provide a health care provider's statement verifying the employee's absence from work in the following instances:

- When an employee returns to work after three (3) days of absence on sick leave; or
- In the case of frequent use of sick leave; or
- When a pattern of sick leave use has been identified; or
- When a supervisor has reason to believe that sick leave is being abused.

23.8 Sick Leave Coordinated with Workers' Compensation Benefits
An employee who is collecting workers' compensation temporary disability benefits as a result of a City on-the-job illness or injury shall automatically use sick leave, if any, in addition to the provided workers' compensation benefits so that the employee receives their full salary. If the employee does not have sufficient sick leave available, then other available paid leaves shall be used.

AB 1041 expanded the California Family Rights Act and California's Healthy Workplaces Healthy Families Act to include a "designated person." Section 25.3.1 (subset item 4) is revised as follows:

25.3.1, Basic FMLA/CFRA Leave Entitlement

4. To care for the employee's spouse, registered domestic partner, child or parent (but not in-law) with a serious health condition (counts toward FMLA and CFRA leave entitlements; except that time to care for an employee's registered domestic partner does not count towards FMLA leave, only CFRA leave); CFRA expands leave to care for grandparent, grandchild, sibling and designated person. A "designated person" is any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. The City limits an employee to one designated person per 12-month period.

The City currently provides three paid days of paid Bereavement Leave in the event of the death of an immediate family member for regular employees. The City has historically approved additional accrued leave or unpaid time as needed for these events for regular employees. Section 26.14, Bereavement Leave is proposed, as follows:

26.14 Bereavement Leave

Unless provided in a memorandum of understanding, written employment contract or pursuant to a resolution adopted by the City Council, the use of paid or unpaid leave up to five days in the case of the death of an immediate family member including spouse, domestic partner, children, parents, grandparents, grandchildren, brothers, sisters, step-children, step-parents, half-brothers, half-sisters, fathers-in-law, and mothers-in-law. The leave must be used within six months of the date of death. The City may request certain documentation to be provided within 30 days of that death.

Effective the first pay period, 2024, the City will provide unpaid leave up to five days following a reproductive loss event, which includes the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

If an employee experiences more than one reproductive loss event within a 12-month period, the City will grant employees up to 20 days of reproductive loss within a 12-month period. Employees may utilize accrued leave, including accrued and available paid sick leave.

Upon approval of the recommended changes, the Human Resources Department will proceed with the revisions to the Personnel Rules.

ATTACHMENTS: Draft Personnel Rule Changes
Resolution

Report Prepared By: Jennifer Brizel, Director of Human Resources

City of Pittsburg
Personnel Rules

Adopted by the City Council
on July 7, 2003

SUMMARY OF AMENDMENTS TO THE PERSONNEL RULES

Resolution	Date	Section Amended	General Description of Amendment
03-9849	07-07-2003	All	Personnel Rules are adopted
03-9952	11-17-2003	Rule 6	New Personnel Rule
03-9952	11-17-2003	Rule 21	New Personnel Rule
	11-17-2003	Starting at page 49	Renumbering of pages
05-10431	11-21-2005	Rule 22, 24.2, 25, and 38.3	Removing the disciplinary process, modifying the employee conflicts of interest, reducing the maximum length of an unpaid leave of absence, and amending the reasons to verify sick leave usage
06-10638	09-25-06	Rule 14.7	Appeal of Ratings is amended by providing specific timelines when an employee must act and describes the minimum elements that the employee's performance evaluation appeal must contain.
06-10638	9-25-06	Rule 25	Striking the words "Without Pay" from the title.
06-10638	9-25-06	Rule 39.4	Adding as City-paid time the military inactive duty training and referencing the federal Uniformed Services Employment and reemployment Rights Act.
08-10969	3-3-08	Rule 28	Amending policy and complaint procedure and repaginated the whole document
08-11136	12-15-08	Rule 6 and 7	Amending the Anti-Nepotism Policy and adding Consensual Romantic or Sexual Relationship Policy
09-11154	02-02-08	Rule 6.5	Amending the Hiring of Relatives of Elected Officials
10-11442	05-27-10	Rule 27 and 28	Amending the Pregnancy Disability Leave and Family Medical Leave policies
N/A	07-27-10	Page formatting	Corrected page formatting only.
20-13760	04-06-20	All	Amended all sections of the Personnel Rules.
23-XXXXX	12-18-2023	Rule 23, 25 and 26.14	Amended Bereavement Leave, CFRA and Sick Leave

CITY PITTSBURG
PERSONNEL RULES
TABLE OF CONTENTS

1 General Provisions 1
1.1 Purpose 1
1.2 Conflicts with Other Policies 1
1.3 Notice 1
1.4 Scope 1
1.5 Administration 2
1.6 Relationship to Other Administrative Procedures 2
1.7 Severability 2
1.8 Interpretation 2
1.9 Gender and Number 2
1.10 Amendments 2

2 Definition of Terms 3
2.1 Advancement 3
2.2 Allocation 3
2.3 Anniversary Date 3
2.4 Appointing Authority 3
2.5 Appointment 3
2.6 City 3
2.7 Class or Classification 3
2.8 Class Series or Classification Series 3
2.9 Class Specifications or Classification Specifications 3
2.10 Compensation 3
2.11 Competitive Service 4
2.12 Contract Employee 4
2.13 Day 4
2.14 Demotion 4
2.15 Disciplinary Action 4
2.16 Dismissal 4
2.17 Domestic Partnership or Registered Domestic Partnership 4
2.18 Elected Officials 4
2.19 Eligible 4
2.20 Employee 4
2.21 Employment Eligibility List 4
2.21.1 Open Employment List 4
2.21.2 Promotional Employment List 4
2.22 Examination 5
2.22.1 Open-Competitive Examination 5
2.22.2 Promotional Examination 5
2.22.3 Continuous Examination 5

2.23 Full-Time Employee 5
2.24 Human Resources Director 5
2.25 Layoff 5
2.26 Leave of Absence 5

2.27 Limited Term Employee....5
2.28 Part-Time Employee....5
2.29 Position....6
2.30 Probationary Employee....6
2.31 Probationary Period....6
2.32 Promotion....6
2.33 Provisional Appointment....6
2.34 Reclassification....6
2.35 Reemployment....6
2.36 Regular Employee....6
2.37 Reinstatement....7
2.38 Salary Range....7
2.39 Seniority....7
2.40 Separation....7
2.41 Supervisor....7
2.42 Suspension....7
2.43 Transfer....7
2.44 Vacancy....7
2.45 Week....7

3 Classification Plan....8
3.1 Purpose....8
3.2 Preparation of Plan....8
3.3 Approval, Amendment and Revision of Plan....8
3.4 Allocation of Positions....8
3.5 Reclassification....8
3.6 Interpretation of Class Specification....9

4 Recruitment....10
4.1 Applications and Applicants....10
4.2 Application Forms....10
4.3 Disqualification....10
4.4 Selection Process....11
4.5 Promotional Examinations....11
4.6 Conduct of Examinations....11
4.7 Notification of Examination Results and Review of Papers....11

5 Anti-Nepotism Policy....12
5.1 Policy....12
5.2 Definitions....12
5.3 Employees Who Are Spouses or Registered Domestic Partners....12
5.4 Employees Who Are Immediate Family Members....13
5.5 Policy Exceptions....13
5.6 Appeals....13
5.7 Immediate Family Members of Elected Officials....13

6 Anti-Fraternization Policy....15
6.1 Purpose....15
6.2 Policy....15
6.3 Reporting Requirements....15
6.4 City Response....15

6.5 Appeal 16

7 Veterans' Perference 17
7.1 Policy Statement 17
7.2 Definition of Veteran 17
7.3 Preference Provisions 17
7.4 Notice of Veterans' Status and Request for Preference 17
7.5 Currently in the Military Service 17
7.6 Those Not Eligible for Veterans' Preference 17

8 Employment Eligibility Lists 19
8.1 Employment Lists 19
8.2 Duration of Lists 19
8.3 Consideration of Applicants 19
8.4 Background Investigations 19
8.5 Precedence 19
8.6 Removal of Names From List 19
8.7 No Guarantee of Employment 20

9 Medical Standards 21
9.1 Post-Offer, Pre-employment Examinations 21
9.2 Fitness for Duty Examinations 21
9.3 After Absence 21
9.4 After Classification Change 21

10 Appointment 22
10.1 Appointing Authority 22
10.2 Notice to Human Resources Director 22
10.3 At-Will Appointment 22
10.4 Types of Appointment 22
10.4.1 Regular Position Appointment 22
10.4.2 Temporary Position Appointment 22
10.4.3 Limited Term Appointment 22
10.4.4 Provisional Position Appointment 23
10.5 Emergency Appointment 23

11 Compensation 24
11.1 Salary Plan 24
11.2 Advancement through the Pay Plan 24
11.3 Salary Payment 24
11.4 Salary Upon Initial Appointment 24
11.5 Salary Upon Promotion 24
11.6 Salary Upon Transfer 24
11.7 Salary Upon Demotion 25
11.8 Salary Upon Reclassification 25
11.9 Salary Upon Reinstatement 25
11.10 Salary Upon Reemployment 25
11.11 Timing of Salary Adjustments 25

12 Probationary Period 26

12.1 Objective of the Probationary Period 26
12.2 Probationary Period 26
12.3 Rejection of Probationer 26
12.4 Promotional Probationary Period 26

13 Performance Evaluation 27
13.1 Policy and Purposes 27
13.2 Timing of Evaluations 27
13.3 Evaulation Procedures 27
13.4 Less than Meets Minimum Requirements Ratings 28
13.5 Late Performance Evaluations 28
13.6 Consideration for Promotion 28
13.7 No Appeal 28

14 Resignations and Job Abandonment 30
14.1 Notification 30
14.2 Failure to Notify 30
14.3 Failure to Report to Work (Job Abandonment) 30
14.4 Use of Accrued Leaves 30

15 Layoff 31
15.1 Layoff Policy 31
15.2 Notification 31
15.3 Order of Layoff 31
15.4 Employee Options 31
15.5 Reinstatement List 32
15.6 Reinstatement 32
15.7 Layoff of At-Will Employees 33

16 Transfer 34

17 Reemployment 35

18 Medical Separations 36
18.1 Medical Separation 36
18.2 Right to Use Accrued Leaves 36
18.3 Rehire of Employee Retired or Separated for Disability 36

19 CalPERS Disability Retirement Applications by Safety Members 37
19.1 Application 37
19.2 Initial Determination 37
19.3 Appealing an Intitial Determination 37
19.4 Hearing 37

20 Disciplinary Action 39
20.1 Disciplinary Action 39
20.2 Types of Disciplinary Action 39
20.3 Notice of Proposed Disciplinary Action 39
20.4 Final Notice of Discipline 40
20.5 Appeal 40
20.6 Causes for Disciplinary Action 40

20.7 Public Safety Officers Procedural Bill of Rights 42

21 Grievances 43
21.1 Grievance Definition 43
21.2 Grievance Procedure 43
21.3 General Conditions of Grievances 45

22 Employee Ethical Standards 46
22.1 General Policy 46
22.2 Employee Expectations 46
22.3 Gifts of Behalf of the City 47
22.4 Use of Public Property 47
22.5 Political Activities 47
22.6 Outside Employment 47
22.6.1 Incompatible Outside Employment Prohibited 47
22.6.2 Reporting Outside Employment 48
22.6.3 General Terms 49
22.7 Procedures 49
22.7.1 Interpretation 49
22.7.2 Investigation 49

23 Sick Leave 51
23.1 General Application 51
23.2 Accural of Leave 51
23.3 Sick Leave Use 51
23.4 Family Member Defined 51
23.5 Sick Leave Notice 52
23.6 Sick Leave Upon Termination 52
23.7 Sick Leave Verfication of Illness 52
23.8 Sick Leave Coordinated with Worker's Compensation Benefits 52

24 Pregnancy Disability Leave 53
24.1 General 53
24.2 Duration of Leave 53
24.3 Requirements Regarding the Use of Paid Leave 53
24.4 Continuation of Health Insurance Benefits 54
24.5 Notification Requirements 54
24.6 Certification by Health Care Provider 54
24.7 Return to Work 55

25 Family Medical Leave 56
25.1 Policy Statement 56
25.2 Employee Eligibility 56
25.3 Employee Entitlements for FMLA/CFRA Leave 56
25.3.1 Basic FMLA/CFRA Leave Entitlement 56
25.3.2 Additional Military Family Leave Entitlement 58
25.3.3 Intermittent Leave and Reduced Leave Schedules 59
25.4 Maintenance of Benefits 59
25.5 Job Restoration 60
25.6 Notice of Eligibility for and Designation of FMLA/CFRA Leave 60
25.7 Employee Obiligations 60

25.7.1 Notice Obligations....60
25.7.2 Cooperating in the Scheduling of Leave....61
25.7.3 Submit Medical Certifications Supporting Need for Leave....61
25.7.3.1 Initial Medical Certifications....62
25.7.3.2 Procedure for Requesting Leave....62
25.7.3.3 Return to Work/Fitness for Duty Medical Certifications....62
25.7.4 Submit Certifications Supporting Need for Military Family Leave....63
25.7.5 Reporting Changes to Anticipated Return to Work....63
25.7.6 Substitute Paid Leave for and Unpaid FMLA/CFRA Leave....63

26 Other Leaves....65
26.1 Unpaid Personal Leave....65
26.1.1 Requests for Leave....65
26.1.2 Reasons for Leave....65
26.1.3 Authorized Leaves of Absence....65
26.1.4 Benefits While on Leave....65
26.1.5 Return from Authorized Leaves of Absence....66
26.2 Jury Duty and Court Appearances....66
26.2.1 Jury Duty....66
26.2.2 Subpoenas....66
26.2.3 Exception for Employee-Initiated or Non-City Related Matters....66
26.3 Unpaid Leave for School Visits....67
26.3.1 School Activity Leave....67
26.3.2 Required School Attendance....67
26.4 Military Leave....67
26.4.1 Policy 67
26.4.2 Notification Requirements....68
26.4.3 Temporary Military Leave....68
26.4.4 Extended Military Leave....68
26.4.5 Transition Period to Return to City Service....68
26.4.6 Pay While on Military Leave....69
26.5 Time Off for Volunteer Firefighters, Reserve Peace Officer or Emergency Rescue Personnel....69
26.6 Time Off for Voting....69
26.7 Lactation Leave....69
26.8 Workers' Compensation Leave....70
26.9 Leave for Victims of Violent Crimes or Domestic Violence....70
26.10 Return from Leave....70
26.11 Failure to Return from Leave....70
26.12 Holidays....70
26.13 _Vacation Leave....71
26.14 Bereavenent Leave....71
27 Equal Employment Opportunity....72

28 Reasonable Accommodations....73
28.1 Accommodation of Individuals with Disabilities....73
28.2 Accommodation of Religious Beliefs and Practices....73

29 Prohibition Against Harassment, Discrimination, and Retaliation....74
29.1 Policy Statement....74
29.2 Rule Coverage....74

29.3 Definitions 74
29.3.1 Protected Characteristic 74
29.3.2 Discrimination 74
29.3.3 Harassment 74
29.3.4 Sexual Harassment 75
29.3.5 Retaliation 75
29.4 Reporting Procedures 76
29.5 Dissemination of Policy 77

30 Workplace Violence Policy 78
30.1 Policy Statement 78
30.2 Definitions 78
30.2.1 Assault 78
30.2.2 Bullying 78
30.2.3 Intimidating Behavior 78
30.2.4 Prohibited Weapon 78
30.2.5 Threat 79
30.2.6 Violence 79
30.2.7 Workplace 79
30.3 Prohibited Behavior 79
30.4 Procedures for Responding to Acts of Workplace Violence 80
30.4.1 Immediate Steps 80
30.4.2 Investigation 80
30.4.3 Corrective Action and Discipline 80
30.5 Protective and Restraining Orders 81
30.6 Searches 81
30.7 Responsibilities 81
30.7.1 Individual Employees, Contractors and Volunteers 81
30.7.2 Elected and Appointed Officials, Department Heads, Managers and Supervisor 82
30.8 Record Keeping 82

31 Alcohol and Drug-Free Workplace 83
31.1 Policy Statement 83
31.2 Prohibited Substances 83
31.2.1 Alcohol 83
31.2.2 Drugs or Controlled Substances 83
31.2.3 Prescription Drugs 83
31.3 Prohibited Conduct 84
31.4 Conviction of a Drug Statute 85
31.5 Pre-Employment Testing 86
31.6 Reasonable Suspicion Testing 86
31.7 Post-Accident Testing 87
31.8 Department of Transportation Testing for Safety Sensitive Positions 89
31.9 Employee Assistance 89
31.10 Violations of this Rule 90
31.11 Confidentiality 90
31.12 Alcohol and Drug-Free Awareness 90

32 Smoking 91

33 Use of City Vehicles or Driving While on City Business 92

33.1 Use of City Vehicles 92
33.2 Use of Personal Vehicles 92
33.3 Driver's License 92
33.4 Special Licenses....93
33.5 Long-Term Assignments 93
33.6 Vehicle Safety....93
33.7 Citations....94
33.8 Smoking in Vehicles 94

34 Safety 95
34.1 General Statement 95
34.2 Employee Responsbilities 95
34.3 Incident Reporting 95

35 Electronic Media 96
35.1 Purpose 96
35.2 Policy 96
35.3 City's Right to Access Information 96
35.4 Radio Waves 97
35.5 Voice Mail 97
35.6 Email....97
35.7 Internet/World Wide Web Access....98
35.8 Computers, Computer Software, Laptops, Tablets and Computer Files 98
35.9 Virus Scanning 98
35.10 Prohibited Uses of the City's Electronic Media 98
35.11 Violations of Policy 99

36 Public Employees as Disaster Service Workers....100

37 Mandated Reporting 101
37.1 Purpose 101
37.2 Mandated Reporter Designation....101
37.2.1 "Mandated Reporter" for purposes of reporting child abuse or neglect generally includes all City employees who have direct contact or supervisory control over children and children programs 101
37.2.2 "Mandated Reporter" for purposes of reporting elder or dependent adult abuse or neglect includes any licensed City employee who provides care or services for elder or dependent adults, including administrators and supervisors of said programs....101
37.3 Acknowledgement of Position and Training 102

38 Standard Hours of Work and Overtime 103
38.1 Work Week or Work Period Defined....103
38.2 Work Schedule 103
38.3 Changes in Working Schedules 103
38.4 Overtime Policy 103
38.5 Overtime Defined....104
38.6 Compensatory Time Off 104
38.7 Time Sheets 105

39 Reports and Records....106

39.1 Objectives of Adequate Records and Reports Maintenance 106
39.2 Personnel Records 106
39.3 Medical Records 106
39.4 Recruitment Records 107
39.5 Payroll Records 107
39.6 Change of Status Report 107
39.7 Change of Employee Status or Information 107
39.8 Department Records 107
39.9 Destruction of Records 108

x

1 General Provisions

1.1 Purpose

The purpose of these Personnel Rules is to establish a system of personnel administration in order to provide for effective personnel management practices; to promote fairness and equality in the recruitment, appointment, retention, promotion, and termination of employees on the basis of merit and fitness; and in order to provide the public with the highest quality of public service.

1.2 Conflicts with Other Policies

These Personnel Rules will not create any additional or parallel rights which already exist in a Memorandum of Understanding and in no event will be considered to create an additional or supplemental appeal right from a personnel decision.

Whenever these Personnel Rules contain a provision relating to a subject matter that is also referred to in a Memorandum of Understanding, then the provisions of said Memorandum of Understanding shall prevail.

Whenever there is a conflict between Personnel Rules and the City of Pittsburg Municipal Code, then the Municipal Code shall prevail.

This Priority Chart is for Informational Purposes Only. Priorities Listed from Highest to Lowest
1. MOU or Employment Contract
2. Municipal Code
3. Personnel Rules
4. City Manager's Adopted Administrative Policies
5. Department Policies and Procedures

1.3 Notice

These Personnel Rules, any changes thereto, and any department directives or regulations related to these rules, regulations, policies and procedures shall be made available to all City employees. The most current version of these Personnel Rules shall be on the City's website.

1.4 Scope

Except where otherwise indicated, these Personnel Rules shall apply to all offices, positions and employees of the City of Pittsburg except:

1. Elected officials and members of appointive boards, commissions, and committees; and

2. Independent contractors engaged under a contract (through accounts payable) to supply expert, professional, technical or any other services.

1.5 Administration

The City Manager shall administer the City's personnel system and may delegate any of the powers and duties to the Human Resources Director or may delegate the appointing authority granted by the City Council to any other officer or employee of the City.

1.6 Relationship to Other Administrative Procedures

The City Manager and Department Heads may develop and implement operating procedures; provided, however, that these Personnel Rules shall prevail.

1.7 Severability

If any provision in these Personnel Rules is held invalid, then the remainder of these rules, regulations, policies and procedures and their application shall not be affected.

1.8 Interpretation

The City Manager and the Human Resources Director are responsible for the interpretation of these Personnel Rules.

1.9 Gender and Number

The masculine pronoun, whenever used herein, shall include the female pronoun and the singular shall include the plural, except where the content requires otherwise.

1.10 Amendments

The City Manager or their designee is authorized to amend these rules, subject to the approval of the City Council.

2 Definition of Terms

2.1 Advancement
A salary increase within the limits of a pay range established for a class.

2.2 Allocation
The assignment of an individual position to an appropriate class on the basis of the type, difficulty and responsibilities of the work assigned. As used in these Personnel Rules, employees are appointed to positions; positions are allocated to classes.

2.3 Anniversary Date
The month and day of an employee's appointment to a position.

2.4 Appointing Authority
The City Manager, or by delegation, their designee(s). The City Council is the appointing authority for the City Attorney and the City Manager.

2.5 Appointment
The employment of a person by the City in a position. The types of appointments are detailed in these rules.

2.6 City
The City of Pittsburg; to also include the Pittsburg Redevelopment Agency, Pittsburg Housing Authority, Pittsburg Power Company, and any other governing body in which the City Council of the City of Pittsburg serves as the majority membership of the governing board, unless specifically excluded in these rules.

2.7 Class or Classification
A position or group of positions that are sufficiently similar in duties, responsibilities, authority, and qualifications to warrant combining them under a single title.

2.8 Class Series or Classification Series
The placement of two (2) or more classifications within a group where the classifications within the series perform similar types of job duties and are primarily distinguished by the level of responsibility and the complexity of the assigned duties.

2.9 Class Specifications or Classification Specifications
A written description of a class of work, including an appropriate class title, a description of the level of the work assigned, and a description of the desirable knowledge, skill and ability standards for positions assigned to the class.

2.10 Compensation
Salary and other direct pay including all employee benefits.

2.11 Competitive Service
All positions of employment in the service of the City except those positions that are excluded under Municipal Code 2.52.040.

2.12 Contract Employee
An employee who is exempt from the Competitive Service and is employed pursuant to an individual agreement approved by the City Council or designee.

2.13 Day
Means calendar day unless otherwise stated.

2.14 Demotion
The movement of an employee from one position to a position in another class having a lower maximum base rate or pay.

2.15 Disciplinary Action
Disciplinary action may include a written reprimand, suspension, demotion, reduction in pay, or a dismissal of an employee.

2.16 Dismissal
The involuntary separation of an employee.

2.17 Domestic Partnership or Registered Domestic Partnership
Domestic partner or registered domestic partner as defined in California Family Code section 297.

2.18 Elected Officials
The elected City Clerk, elected City Treasurer, and the elected City Council Members.

2.19 Eligible
A person whose name is on a City employment list.

2.20 Employee
A person legally employed by the City in a position.

2.21 Employment Eligibility List
A list of qualified candidates for potential appointment to a position within a class.

2.21.1 Open Employment List
A list of names of persons who have taken an open-competitive examination for a class in the Competitive Service and have been determined to be qualified.

2.21.2 Promotional Employment List
A list of names of persons who have taken a promotional examination for a class in the Competitive Service and have been determined to be qualified.

2.22 Examination
The process of recruitment for employment, including the testing, selection and evaluation processes used to measure the relative fitness of persons applying for a position with the City.

2.22.1 Open-Competitive Examination
A recruitment for a particular class which is open to all persons meeting the qualifications for the class.

2.22.2 Promotional Examination
A recruitment for a particular class which is open only to existing regular employees meeting the qualifications for the class.

2.22.3 Continuous Examination
An open competitive examination which is administered periodically and as a result of which names are placed on an employment list, in order of final scores, for a period of not more than one year.

2.23 Full-Time Employee
An employee who works at least forty (40) hours per work week. For purposes of health care enrollment eligibility under the Patient Protection and Affordable Care Act (2010), the Internal Revenue Service guidance defines full-time as an average of thirty (30) hours per week.

2.24 Human Resources Director
A management position assigned by the City Manager to manage the day-to-day operations of these Personnel Rules and other duties as specified in the class description.

2.25 Layoff
Indefinite termination of service without fault on the part of the employee because of lack of work, lack of funds, or other causes unrelated to the employee's job performance.

2.26 Leave of Absence
Authorized absence, with or without pay, by an employee from work.

2.27 Limited Term Employee
A person who is employed to perform a specific assignment or position for a limited period of time. Limited term employees shall be considered exempt from the Competitive Service. Limited term employees may also be referred to as "seasonal employees."

2.28 Part-Time Employee
An employee who works less than full-time.

2.29 Position
A group of duties and responsibilities assigned or delegated by competent authority and requiring employment of one person on either a part-time or full-time basis. A position may be occupied or vacant.

2.30 Probationary Employee
An employee, in a regular position within the Competitive Service, who is completing a probationary period as defined within these Personnel Rules.

2.31 Probationary Period
A working test period to be considered an integral part of the examination, recruiting, testing and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed by actual performance of the duties of the position.

2.32 Promotion
The movement of an employee from a position in one class to an existing vacant position in another class having a higher maximum rate of pay. Movement within a class series is not considered to be a promotion.

2.33 Provisional Appointment
The appointment of a person who possesses the minimum qualifications established for a particular class and who has been temporarily appointed to a position in that class in the absence of available eligibles. Compensation reported to CalPERS for the temporary appointment shall comply with applicable retirement laws, rules, and regulations.

2.34 Reclassification
The reassignment of a position by raising it to a higher class, reducing it to a lower class, or by moving it to another class at the same level as measured by a change in the kind, difficulty, and responsibility of the work performed. Movement within a class series is considered to be a reclassification.

2.35 Reemployment
The reappointment, without examination, of a former employee who had permanent status and who resigned in good standing to the last class the employee previously held.

2.36 Regular Employee
An employee who is employed in a full-time or part-time position of indefinite term, who has completed the probationary period as required in these Personnel Rules.

2.37 Reinstatement
The reappointment, without examination, of a former employee who has previously been laid off, or demoted in lieu of being laid off, and whose name appears on a reinstatement list.

2.38 Salary Range
The minimum, maximum, and intermediate salary steps that are assigned to a class and the positions within a class.

2.39 Seniority
The total consecutive length of service of an employee with the City of Pittsburg in probationary and regular status adjusted for any periods during which the employee was on unpaid status as provided by these Personnel Rules.

2.40 Separation
Any termination of employment, including death, discharge, lay-off, resignation, retirement, or work completion.

2.41 Supervisor
An employee with the responsibility for organizing, directing, and evaluating the work of other employees.

2.42 Suspension
The temporary loss of pay and loss of work, for a limited period of time, of an employee for disciplinary purposes.

2.43 Transfer
Either: (1) the movement of an employee from one position to another position in the same class, but to another department; or (2) the movement of an employee from one position to a position in another class with the same salary range and with the same minimum qualifications.

2.44 Vacancy
An authorized position that is not occupied.

2.45 Week
A period of seven (7) consecutive calendar days.

3 Classification Plan

3.1 Purpose

The purpose of the classification plan is to provide a complete inventory of all classes, to provide accurate class specifications, and to ensure that each position is allocated to the appropriate class.

3.2 Preparation of Plan

The Human Resources Director, or a person or agency employed for this purpose, shall ascertain and record the duties and responsibilities of all positions in the City and shall recommend to the City Manager or designee a classification plan for such positions. The classification plan shall consist of classes of positions defined by class specifications, including the title. The classification plan shall be developed and maintained so that all positions which are substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same class, and that the same salary range may be made to apply to all positions in the same class.

3.3 Approval, Amendment and Revision of Plan

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 or designee after notification to any recognized employee organization that will be affected by a proposed amendment.

3.4 Allocation of Positions

Following the approval of the classification plan, the City Manager or designee shall allocate every position to one of the classes established by the classification plan.

3.5 Reclassification

Positions, the assigned duties of which have been materially changed by the City so as to necessitate reclassification, whether new or already created, shall be allocated by the City Manager to a more appropriate class, except that if the reclassification requires the expenditure of funds which exceeds the amount authorized by the City Council, the reclassification shall not take place until additional funding is approved by the Council.

3.6 Interpretation of Class Specification

The following principles shall be applied when interpreting specifications for the various classes of positions:

a. The specifications are descriptive only and are not restrictive. They are intended to indicate the kinds of positions that should be allocated to the respective classes as determined by their duties, responsibilities and qualification requirements. Use of a particular expression or illustration shall not be held to exclude others not mentioned if such others are similar in kind or quality.

b. In determining the class to which any position should be allocated, the specification shall be considered as a whole. Consideration is to be given to the general duties, the specific tasks, the responsibilities, the minimum qualifications and the relationships to other classes in order to obtain an inclusive picture of the kinds of positions that the class is intended to include.

c. The duties statement shall be construed as a general description of a kind of work usually performed by the incumbent of a position that is properly allocated to the class, and not as prescribing what the duties of any position shall be, nor as limiting the expressed or implied power of the authority now or hereafter vested with the right to prescribe or alter the duties of any position.

d. The typical tasks shall be construed as examples only, illustrative of the duties as outlined by the general statement. These examples are not intended to be complete or exclusive and the fact that the actual task performed by the incumbent of a position does not appear therein shall not be taken to mean that the position is necessarily excluded from the class, provided that the tasks constituting the main work or employment are duly covered by the general statement of duties. On the other hand, any one example of a typical task without relation to the general statement of duties and all other parts of the specifications shall not be construed as determining whether a position should be allocated to the class.

e. The statement of minimum qualifications constitutes a part of the description of the kind of employment included within the class, and expresses the minimum and any additional desirable qualifications expected of an appointee. Such personal character qualifications as honesty, sobriety, and industry are deemed to be included in the statement of minimum qualifications and need not be specifically mentioned.

4 Recruitment

4.1 Applications and Applicants

All examinations for classes shall be publicized by such methods as the Human Resources Director deems appropriate. Job announcements shall specify the title and pay of the class for which the examination is announced, the nature of the work performed, required training and experience, the manner of making application, and other pertinent information.

4.2 Application Forms

The application form may require such information as deemed necessary by the Human Resources Director and consistent with applicable state and federal laws.

4.3 Disqualification

The Human Resources Director or designee may reject any application that is incomplete, was not submitted by the specified filing date, and/or which indicates on its face that the applicant does not possess the qualifications for the position. Applications also may be rejected if the person:

(1) Has made a false statement in the application;
(2) Has been discharged from employment for reasons which indicate unfitness for performing the duties and responsibilities of the class or position;
(3) Has directly or indirectly obtained information regarding examinations to which the applicant was not entitled or has otherwise defrauded the examination process;
(4) Has used or attempted to use political pressure or bribery to secure an advantage in the examination or appointment;
(5) Does not satisfactorily complete any element of the selection process;
(6) Is unable to perform the essential functions of the class or position, with or without reasonable accommodation if disabled; or
(7) For any material cause which in the judgment of the Human Resources Director or designee would render the applicant unsuitable for the position, including but not limited to a prior resignation from the City, termination from the City, or prior disciplinary action.

When an application is rejected, the applicant may be notified of the rejection. At the discretion of the Human Resources Director, an applicant may be asked to correct an application that is missing required information; provided, however, that all filing deadlines are met by the applicant.

4.4 Selection Process

The selection techniques used in the examination process shall be impartial and relate to those subjects which, in the opinion of the Human Resources Director, measure the relative capabilities of the persons examined to execute the duties and responsibilities of the class to which they seek appointment. Examinations shall consist of selection techniques which will test the qualifications of candidates such as, but not necessarily limited to, achievement and aptitude tests, review of work history and/or education, written tests, personal interviews, performance tests, physical ability tests, skill tests, evaluation of daily work performance, work samples, medical tests, psychological tests, successful completion of prescribed training, or any combination of these or other tests. Applicants meeting the minimum qualifications are not guaranteed advancement through any portion or phase of the selection process. Examinations shall be designed to provide equal opportunity to all candidates by being based on an analysis of the essential requirements of the class and covering only factors related to such requirements.

4.5 Promotional Examinations

Promotional examinations may be conducted whenever, in the opinion of the City Manager or designee, the needs of the service require. Promotional examinations may include any of the selection techniques described in Section 4.4, or any combination of them.

4.6 Conduct of Examinations

The City may contract with any competent agency or individual for the preparing and/or administering of examinations. In the absence of such a contract, the Human Resources Director or designee shall see that such duties are performed. The Human Resources Director shall arrange for the use of public buildings and equipment for the conduct of examinations.

4.7 Notification of Examination Results and Review of Papers

Each candidate in an examination shall be given notice of their results, and if successful, notice of their placement on the employment list.

A candidate shall have the right to inspect their test answers for any written examination within five (5) working days after the notification of examination results. However, the rating given by any oral board member shall not be disclosed.

Any error in computation, if called to the attention of the Human Resources Director within five (5) working days after notification of examination results, shall be corrected. Such corrections shall not, however, require invalidation of appointments previously made.

5 Anti-Nepotism Policy

5.1 Policy

It is City policy not to discriminate in its employment or personnel actions with respect to its employees and applicants on the basis of marital or registered domestic partner status. Notwithstanding this policy, the City reserves the right to reasonably regulate, for reasons of supervision, safety, security or morale, the assignment of spouses and registered domestic partners within the same department, division, facility or unit. The City further reserves the right to decline to hire or promote the immediate family member of any employee based on the identification of a potential conflict of interest. Promotional advancement shall require the written approval of the Department Head, Human Resources Director, and City Manager if the promotion places one spouse, registered domestic partner, or immediate family member under the direct supervision or within the direct "chain of command" of another.

5.2 Definitions

For purposes of this policy, the following definitions shall apply:

a. Spouse is as defined in California Civil Code 4100.
    a. Marital status is defined as an individual's state of marriage, divorce or dissolution, separation, or annulment.

b. Immediate family member means an individual's parent, grandparent, child, grandchild, or sibling. The term "immediate family member" also includes an individual who falls within one of these categories by marriage, a previous marriage, adoption or registered domestic partnership.

c. Registered domestic partner is as defined in California Family Code 297.

5.3 Employees Who Are Spouses or Registered Domestic Partners

The City will investigate to determine if there are any reasonable modifications or changes in procedure that can be made to minimize operational concerns regarding supervision, safety, security or morale whenever the employment status of two employees results in either:

(1) One spouse or registered domestic partner directly supervising another; or
(2) Two spouses or registered domestic partners working within the same department or division.

In the event that no reasonable modifications or changes in procedure are available, or that any modifications or changes would affect safety, security, supervision or morale, the City reserves the right to transfer or reassign one of the employees. While the wishes of the involved parties will be considered, the controlling factor in determining which relative shall be transferred shall be the positive operation, efficiency, and needs of the City. There is no guarantee that

the new position will be within the same classification or at the same salary level.

If an employee does not accept a transfer or reassignment, or in situations where no transfer or reassignment is available, the City may request the voluntary resignation of one of the employees and if one of the employees does not voluntarily resign, the City will retain one employee and terminate the other. Factors the City might use in evaluating which employee to retain include, for example, performance, tenure, position within the organization, or other factors deemed relevant by the appointing authority or designee.

5.4 Employees Who Are Immediate Family Members

The City may attempt to make reasonable modification or changes in procedure when the relationship between two or more employees is that of immediate family members and not that of spouses or registered domestic partners. In addition, the City may attempt to transfer or reassign immediate family members to a suitable position within the City. Factors the City might use in evaluating which employee to retain in the current position and reassign the other can include, for example, performance, tenure, position within the organization, or other factors deemed relevant by the appointing authority or designee.

5.5 Policy Exceptions

Spouses or registered domestic partners, or immediate family members of employees may continue to work in the same department subject to approval by the Department Head, the Human Resources Director, and the City Manager or designee.

5.6 Appeals

Any permanent employee who was employed in a position within the competitive service who is separated from City service under this Personnel Rule may utilize the disciplinary appeal procedure as identified under the applicable collective bargaining agreement or, if none, the Grievance Procedure as described in these Personnel Rules. Other actions (for example, a transfer, demotion or lost opportunity for overtime or supplemental pay) are not subject to appeal.

5.7 Immediate Family Members of Elected Officials

No person who is the spouse, registered domestic partner, or immediate family member of a current City elected official shall be eligible for regular position appointment.

Additionally, the provisions of this section shall apply to all current members of the Housing Authority's governing board.

The spouse, registered domestic partner or immediate family member of an elected official currently employed as of the date the elected official assumes office shall not be subject to automatic exclusion of employment. The City Manager may,

however, utilize the provisions of this policy to transfer, reassign, or terminate the employee, if necessary, for the efficient operation of City business.

6 Anti-Fraternization Policy

6.1 Purpose

The purpose of this policy is to prevent a conflict of interest or adverse impact on supervision, safety, security, or morale when supervisory employees or co-workers engage in consensual romantic or sexual relationships. Romantic or intimate relationships among employees create serious problems in terms of objective management, an unreasonable possibility of favoritism, conflict of interest, misunderstandings and claims of harassment and/or discrimination.

6.2 Policy

The City reserves the right to reasonably regulate, for reasons of supervision, safety, security or morale, the assignment of employees involved in a romantic or sexual relationship within the same department, division, facility or unit. The City discourages, but does not forbid, fraternization between managers or supervisors and subordinate employees or between co-workers.

6.3 Reporting Requirements

Any employees currently or previously involved in a sexual, romantic, or personal relationship, where a potential conflict of interest may occur within the workplace shall disclose the relevant details to their Department Head and/or the Human Resources Director. Reports made to a Department Head will be forwarded to the Human Resources Director. Failure to report the relationship or disclose pertinent facts may lead to disciplinary action.

6.4 City Response

The City will investigate reports to determine if: (1) the relationship creates a conflict of interest, causes disruption, creates a negative or unprofessional work environment, or presents concerns regarding supervision, safety, security or morale; and (2) if there are any reasonable modifications or changes in procedures that can be made to minimize operational concerns.

If a determination is made that the relationship creates operational concerns that cannot be minimized by reasonable modifications or changes in procedure, the City reserves the right to make such employment decisions as it deems necessary to minimize operational concerns, including but not limited to transfer of one or both parties to the relationship, adjusting lines of reporting or communication, and requiring the parties to acknowledge in writing the voluntariness of any such relationship.

In the event that no reasonable modifications or changes in procedure are available, or that any modifications or changes would affect safety, security, supervision or morale, the City reserves the right to transfer or reassign one of the employees. When the involved employees are co-workers, the wishes of the involved parties will be considered; however, the controlling factor in determining which employee shall be transferred shall be the positive operation, efficiency, and

needs of the City. In situations where one of the employees involved in the relationship is a supervisor, the appointing authority shall transfer the supervisory employee from the position of influence over the other party to the relationship. There can be no guarantee that the new position will be within the same classification or at the same salary level.

If an employee does not accept a transfer or reassignment, or in situations where no transfer or reassignment is available, one of the employees may voluntary resign. Factors the City might use in evaluating which employee to retain include, for example, performance, tenure, position within the organization, or other factors deemed relevant by the appointing authority or designee.

6.5 Appeal

Any regular employee who was employed in a position within the Competitive Service who is separated from City service under this Personnel Rule may appeal the decision to separate by utilizing the disciplinary action procedure as identified under the applicable collective bargaining agreement or, if none, the Grievance Procedure as described in these Personnel Rules. Actions other than separation (for example, a transfer or lost opportunity for overtime or supplemental pay) are not subject to appeal.

7 Veterans' Preference

7.1 Policy Statement

The City will grant veterans as defined in this Policy with preference points in entrance examinations for positions with the City. No preference is provided for promotional examinations, nor to a current employee in a regular position.

7.2 Definition of Veteran

For purposes of this Personnel Rule, "veteran" means any person who has served in active duty or reserve status in the Armed Forces of the United States in time of national emergency, state military service, or during any expedition of the Armed Forces.

7.3 Preference Provisions

1. Eligibility List by Rank: Eligible veterans who obtain a passing score and are placed on an employment eligibility list will receive an additional five (5) points added to their score. The veteran shall be placed on the employment eligibility list at the appropriate ranking after the additional points are added.

2. Pass/Fail or Block Eligibility List: Eligible veterans who obtain a passing score and are placed on an employment eligibility list will receive a veterans' preference notation and such individuals shall be considered prior to the appointing authority's consideration of other equally ranked eligibles.

7.4 Notice of Veterans' Status and Request for Preference

Any individual applicant for entrance employment with the City wishing to receive veterans' preference must submit proof of their veteran status in the form of a DD-214 along with the original employment application.

7.5 Currently in the Military Service

Candidates who are in the military service at the time of an examination, and who are discharged from military service during the duration of the employment list, may apply for Veterans' Preference upon discharge from the military. If all the eligibility criteria and documentation requirements described in this rule have been met, then the candidate's placement on the employment list will be adjusted accordingly.

7.6 Those Not Eligible for Veterans' Preference

Veterans' Preference shall not be given to those applicants who:

1. Are competing in a promotional examination or for a classification not included within the Competitive Service; or

2. Are retired from the Armed Forces at or above the rank of Major, or its equivalent; or

3. Were discharged more than five (5) years prior to the final filing date stated on the job announcement.
4. Were discharged for a reason other than “general or honorable.”

8 Employment Eligibility Lists

8.1 Employment Lists

As soon as possible after the completion of an examination, the Human Resources Director shall prepare an employment eligibility list consisting of the names of candidates who qualified in the selection process. Multiple employment lists for a single class are permitted. When multiple employment lists exist, an eligible shall be considered based on their overall rating as opposed to when they were placed on an employment eligibility list.

8.2 Duration of Lists

Promotional and open-competitive employment lists shall remain in effect for six (6) months, unless exhausted sooner or abolished by the Human Resources Director. The Human Resources Director may, at their discretion, extend the duration of an employment list, in six month increments, such that the total duration of an employment list is twenty-four (24) months.

8.3 Consideration of Applicants

Any applicant on the employment list may be considered for appointment, and such consideration of applicants shall be termed “the rule of the list” such that any individual on the list may be appointed. However, no person on an employment list shall be considered for appointment unless all other eligibles with a higher or equal employment list ranking have been interviewed by the appointing authority or designee.

8.4 Background Investigations

As part of the examination process and in the process of considering any applicant on the employment list for appointment, it shall be City policy to obtain as much job-related/pre-employment information as possible, within the confines of the law, from current and/or former employers of potential new City employees before a formal employment offer is extended. The Human Resources Director or designee may conduct such investigation of an applicant’s training, experience, and mental, physical and personal fitness as may be necessary to determine suitability for appointment.

8.5 Precedence

The names of eligibles shall be certified in accordance with the following priority:

1. Reinstatement List
2. Transfer List
3. Promotional List
4. Reemployment List
5. Open-Competitive List

8.6 Removal of Names from List

The name of any person appearing on an employment list shall be removed by the

Human Resources Director if the person: (1) requests in writing that their name be removed; (2) fails to respond to a notice mailed to the last designated address; (3) no longer meets the eligibility requirements for appointment; or (4) is subsequently hired by the City. The person affected shall be notified of the removal of the name by a notice mailed to the last known address. It shall be the sole responsibility of those individuals on an eligibility list to provide the City with information regarding any change of address or telephone number. The names of persons on promotional lists who resign from City service shall automatically be dropped from such lists upon resignation.

The name of any person appearing on an employment list may be removed by the Human Resources Director following an interview after which the appointing authority indicates they no longer wish to consider the qualified candidate further.

8.7 No Guarantee of Employment

No person who appears on an eligibility list is guaranteed employment with the City. The City Manager or designee, Human Resources Director, and/or appointing authority may opt not to hire any and/or all persons whose names appear on an eligibility list.

9 Medical Standards

9.1 Post-Offer, Pre-employment Examinations

A post-offer, pre-employment medical examination may be required for applicants in select classes. Any pre-employment physical will be done in accordance with the standards set forth in the Americans with Disabilities Act or other applicable law to determine whether the employee can perform the essential duties of the position, with or without reasonable accommodation.

If the results of a pre-employment examination may result in the disqualification of an applicant, the applicant will be notified and given an opportunity to submit an independent medical opinion for consideration before a final decision on the disqualification is made.

No appointment may be made official until a positive determination is made that the applicant can perform the essential functions of the position, with or without reasonable accommodation.

9.2 Fitness for Duty Examinations

An employee may be required to undergo a physical and/or mental evaluation (i.e., a medical examination) to determine their capacity to perform the duties of their position. An employee may be required to submit to an examination by a competent medical practitioner whenever there is a reasonable suspicion that an employee is physically or mentally unfit to perform the duties of their position, may subject others to infection or may subject the employee or third persons to the risk of injury.

9.3 After Absence

The City may require a medical examination and/or medical release before an employee may return to work following an absence due to illness, injury, or surgery.

9.4 After Classification Change

A standard medical examination may be required before an employee is appointed to a classification with more rigorous physical or medical standards. Any medical examination will be done in accordance with the standards set forth in the Americans with Disabilities Act or other applicable law.

10 Appointment

10.1 Appointing Authority

All appointments shall be made by the appointing authority. All vacancies shall be filled from an appropriate employment eligibility list, if available. In the absence of persons eligible for appointment in these ways, provisional appointments may be permitted.

10.2 Notice to Human Resources Director

Whenever a vacancy is to be filled, the appointing authority or designee shall notify the Human Resources Director. The Human Resources Director shall advise the appointing authority or designee as to the availability of eligibles on employment eligibility lists for the class.

10.3 At-Will Appointment

Except as defined as being within the Competitive Service or as defined in an employment agreement, all appointments, regardless of type, are at-will appointments which may be terminated with or without cause and with or without notice at any time by either the employee or the City. Nothing in these Personnel Rules or in any document or statement shall limit the right to terminate employment at-will. Only the City Council may approve or authorize an employment agreement or an exception modification to this at-will appointment provision and any such employment agreement, exception or modification must be in writing.

10.4 Types of Appointments

10.4.1 Regular Position Appointment

Appointment to a position which works an ongoing schedule, whether part-time or full-time, and for which the City Council has authorized the providing of health and welfare benefits. Regular positions that are included in the Competitive Service must serve a probationary period as provided in these rules.

10.4.2 Temporary Position Appointment

Appointment to a position which is not a regular position appointment. Temporary position appointments are limited to a maximum of nine hundred ninety-nine (999) paid hours during any fiscal year. Temporary positions do not receive health and welfare benefits, accrue vacation, sick leave or other paid leaves, or receive any other benefits accorded to regular position appointments, except as otherwise required by applicable law. Temporary appointments are also referred to as “seasonal” appointments and not included in the Competitive Service.

10.4.3 Limited Term Appointment

Appointment to a position for a limited period of time in order to perform a specific assignment or complete work expected to be of limited duration. Limited term appointments are considered exempt from the Competitive Service.

10.4.4 Provisional Position Appointment

In the absence of appropriate employment eligibility lists, a provisional appointment may be made by the appointing authority. An employment eligibility list shall be established within six (6) months for any position filled by provisional appointment. No person who is provisionally appointed shall work in excess of nine hundred ninety-nine (999) hours during the fiscal year.

A provisional appointment does not guarantee that the employee will be selected for regular appointment. If appointed to a regular position, the employment period as a provisional appointment does not count towards the regular appointment's probationary period, if any.

If an appropriate employment eligibility list exists, then a provisional appointment may still be made by the appointing authority; provided, however, that the total employment of a person so provisionally appointed shall not exceed 200 (two hundred) hours.

10.5 Emergency Appointment

To meet the requirements of an emergency condition that threatens life, property, or the general welfare of the City, the City Manager may employ such persons as may be needed for the period of the emergency, without regard to the regulations as to appointment in these rules.

11 Compensation

11.1 Salary Plan

Salary ranges are set for each class by the City Council. No person may be paid less than the minimum, nor more than the maximum of the salary range established for the class in which employed. No change in the salary range of a class may be made without City Council approval.

11.2 Advancement through the Pay Plan

Advancement within a salary range is based on performance and requires the approval of the City Manager. Advancement through the steps of a salary range are not automatic.

Employees are eligible to be considered for a salary range advancement after either six (6) months or after twelve (12) months following initial appointment/promotion to a classification and a determination of satisfactory service. Thereafter, an employee with satisfactory service may be eligible for advancement within the salary range once every twelve (12) months. The City Manager, with the recommendation of the Human Resources Director, and based upon meritorious service may provide an employee with a salary range advancement more frequently than every twelve (12) months or a salary range increase greater than one (1) salary step.

11.3 Salary Payment

Employees are paid every other Thursday, for the two (2) week period ending the Saturday prior to pay day. When a payday falls on a City-recognized holiday, payment will be made on the prior day.

11.4 Salary Upon Initial Appointment

New employees shall be paid at the first step of the salary range for the employee's classification. Exceptions to this provision may be made at the sole discretion of the City Manager, except that an employee may not receive more than the maximum salary established for the class to which appointed.

11.5 Salary Upon Promotion

An employee who is promoted from a position in one (1) class to a position in a higher class, shall have their salary adjusted to the first step on the salary range for the higher class that is at least five percent (5%) greater than the employee's salary before promotion, except that under no circumstance shall the employee receive a salary that is greater than the maximum salary established for the class to which promoted.

11.6 Salary Upon Transfer

An employee who transfers to another position shall have no change made in their salary or salary advancement consideration date.

11.7 Salary Upon Demotion

Whenever an employee is demoted, whether such demotion is voluntary or otherwise, the employee's salary shall be adjusted to be within the salary range for the class to which the employee is demoted. The specific rate of pay within the range shall be determined by the City Manager, whose decision shall be final. An employee who is demoted to a position that they previously held shall not be placed at a step that is lower than the step held by the employee before the promotion.

11.8 Salary Upon Reclassification

When an employee's position is reclassified, the employee's salary shall be determined as follows:

1. If the position is reclassified to a class with a higher salary range than the previous class, the employee's salary shall be determined in the same manner as if the employee had been promoted.

2. If the salary of the employee is the same or less than the maximum of the salary range of the new class, the salary of the employee shall not change; provided, however, that the employee shall not receive less than the minimum salary established for the class to which reclassified.

3. If the salary of the employee is greater than the maximum of the range of the new class, the salary of the employee shall be designated as a "Y-Rate" and shall not change during continuous City service until the maximum of the salary range to which the class is assigned exceeds the "Y-Rate" salary of the employee.

11.9 Salary Upon Reinstatement

An employee who is reinstated (as defined under section 2.37) shall be placed at no lower than the same salary step they held at the time of separation from City service.

11.10 Salary Upon Reemployment

An employee reemployed (as defined under section 2.35 and Rule 17) shall be placed at no lower than the same salary step they held at the time of separation from City service.

11.11 Timing of Salary Adjustments

The date of changes to an employee's salary shall be effective the first day of the payroll period following the date of approval of the change. Exceptions to effective dates of change require approval by the City Manager.

12 Probationary Period

12.1 Objective of the Probationary Period

The probationary period shall be regarded as part of the selection process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to their position.

12.2 Probationary Period

Unless otherwise provided in a collective bargaining agreement, all original and promotional appointments to a regular position, excluding at-will employees, shall be tentative and subject to a probationary period of twelve (12) months of actual active duty service in the regular position.

The probationary period of an employee who is absent from work, temporarily reassigned to perform work in another classification, or temporarily assigned to perform modified or light duty may be extended by the same amount of time as the absence or reassignment, so as to result in a probationary period of active working duty in the regular position for the required twelve (12) months of active duty service.

Employees who transfer to another position in the same classification shall not be required to undergo a new probationary period in the same position into which transferring provided the employee has completed the probationary period for the classification at the time of transfer.

The appointing authority may extend an employee's probationary period by up to six (6) months. Notice of any such extension will be provided in writing to the employee in advance of completion of the probationary period. The probationary period shall not exceed eighteen (18) months of active duty service.

12.3 Rejection of Probationer

During the probationary period, an employee may be released at any time by the appointing authority, with or without cause and with or without prior notice to the employee. An employee who is rejected during the probationary period has no right to appeal or grieve the decision to reject. Nothing in this policy is intended to limit the reasons for which an employee may be released during the probationary period.

12.4 Promotional Probationary Period

An employee who has previously completed the requisite probationary period and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed. If the employee was dismissed for cause from employment during the promotional probationary period, the employee shall not be entitled to such reinstatement rights.

13 Performance Evaluation

13.1 Policy and Purposes

It is the policy of the City that regular reports shall be made on all employees regarding efficiency, competency, conduct and merit. This responsibility shall be borne by the City Manager, the Department Heads, and their subordinate supervisors. It shall be the responsibility of the Human Resources Director to provide and prescribe the forms and procedures to be used in such performance reports and to assist in the training of supervisory personnel, so that performance reporting will be carried out in a sound, effective and timely manner.

Performance evaluations are an important part of the City's personnel policies. They provide an objective, consistent, and fair way to gauge each employee's on-the-job effectiveness. The evaluation process should inform an employee of their standing and communicate expected standards of performance. It is also used to discuss City and department goals, employee goals, work standards, areas where improvement is needed, career development potential, and possible opportunities.

13.2 Timing of Evaluations

Performance evaluation reports shall be rendered at least once annually for all regular employees. An employee may be rated at more frequent intervals at the discretion of the City Manager or the Department Head. An employee who receives an overall rating of anything less than meets minimum requirements should be re-evaluated within three (3) months of receiving such rating.

Performance evaluation reports of all probationary employees should be rendered at least quarterly during the probationary period. An employee who has received an overall rating of less than meets minimum requirements and who is not released from employment should be re-evaluated at least one (1) month after receiving a less than meets requirements rating. Nothing in this section shall preclude the City from releasing a probationary employee from employment with or without cause and/or with or without notice at any time.

13.3 Evaluation Procedures

The Human Resources Director should notify departments approximately one (1) month prior to the due date for annual performance evaluations.

The immediate supervisor of the employee being evaluated is expected to conduct the performance evaluation using the form prescribed by the Human Resources Director. Where an employee has worked under several supervisors, each supervisor should contribute to the evaluation. Whenever a supervisor is transferred or leaves the City, they ideally should prepare, prior to their leaving, a preliminary evaluation of the employees working under them.

Each performance evaluation shall be discussed with the employee. The employee shall sign the report as a means of acknowledging its content. Such

signature shall not necessarily mean the employee agrees in total with the contents of said report. The employee shall have the opportunity to make their own comments regarding their work performance, either in a written statement attached to the evaluation, or orally.

After the evaluation has been completed and signed, a copy shall be given to the employee and the supervisor. The original is to be filed with the Human Resources Department.

13.4 Less than Meets Minimum Requirements Ratings

1. Rating Intervals. An employee who receives an overall performance rating of less than meets minimum requirements should be rated at a more frequent interval, as provided in these Personnel Rules.

2. Promotional Examinations. An employee who receives an overall rating of less than meets minimum requirements in their most recent performance evaluation shall not be eligible to participate in any promotional examinations until at least an overall meets minimum requirements rating has been established.

3. Salary Advancements. An employee who receives an overall rating of less than meets minimum requirements shall not be eligible for any salary step advancement until an overall rating of at least meets minimum requirements has been established.

13.5 Late Performance Evaluations

Performance evaluation reports must be submitted within three (3) months of the employee's classification date. If the supervisor fails to render a performance evaluation within the specified timeframe, then the employee shall receive a salary step increase, if available, and the employee's overall performance shall be assumed to be satisfactory.

13.6 Consideration for Promotion

In promotional examinations and selection of employees, past performance evaluations shall be given consideration.

13.7 No Appeal

An employee does not have the right to formally appeal or grieve any matter relating to a performance evaluation. Instead, within seven (7) days following the receipt of the performance evaluation, the employee may request that the Director of Human Resources conduct an objective review of performance evaluation rating(s) which do not correspond with documented job performance in the evaluation. The Director of Human Resources will issue an assessment from their review of the evaluation within fourteen (14) days of receipt of the review request from the employee. The employee may also comment on the evaluation in a written statement, which will be placed with the evaluation in the employee's

personnel file. Written statements in response to an evaluation must be submitted within fourteen (14) days of when the evaluation is provided to the employee in order to be included with the evaluation in the employee's personnel file.

14 Resignations and Job Abandonment

14.1 Notification

An employee wishing to leave the City's employment in good standing shall submit a letter of resignation to their immediate supervisor, Department Head, or the Human Resources Director at least fourteen (14) days before leaving employment. The letter of resignation should include the effective date of resignation and reason(s) for leaving. Resignations are irrevocable and shall be promptly forwarded to the Human Resources Director. Resignations shall become effective upon receipt by the City, without the necessity of any written acceptance, unless the employee is notified otherwise. The resignation of an employee who fails to give notice as provided in this section shall be reported to the Human Resources Director by the Department Head immediately.

14.2 Failure to Notify

Failure of an employee to provide proper notice shall be entered on the service record of an employee and may be cause for denying future employment by the City.

14.3 Failure to Report to Work (Job Abandonment)

An employee who fails to report to work, to return from an authorized leave of absence, and/or fails to call off from work for three or more consecutively scheduled work days is deemed to have voluntarily resigned employment through job abandonment. A regular employee who has passed probation will receive notice of the City's intent to terminate for job abandonment, an opportunity to respond, and a final notice of termination for job abandonment before being separated under this provision. At the discretion of the City Manager or designee, an employee separated for job abandonment may be reinstated upon proof of justification for such absence, such as severe accident, severe illness, or mental or physical impairment which prevented notification. No employee has any right to grieve or appeal a separation due to job abandonment or to an evidentiary or disciplinary appeal following a separation due to job abandonment.

14.4 Use of Accrued Leaves

The use of vacation, sick leave, administrative leave, compensatory time off, holidays, or any other paid time off in lieu of hours worked may not be used to extend an employee's resignation date beyond the employee's last day worked. Only the City Manager may waive this rule.

15 Layoff

15.1 Layoff Policy

Whenever the City Manager and/or City Council determines in their sole discretion that it is necessary to abolish any position of employment, the employee holding that position may be laid off, transferred, or demoted without disciplinary action and without the right of appeal.

15.2 Notification

An employee being laid off shall be given at least fourteen (14) days prior notice.

15.3 Order of Layoff

In each class, employees shall be laid off in the inverse order of their seniority and according to employment status in the following order: temporary, regular part-time, probationary full-time, and regular full-time. In this chapter, probationary status means the probationary period required upon the initial employment with the City leading to a regular position.

For purposes of layoff, seniority shall be defined as an employee's tenure in a class. When an employee retreats to a lower class, seniority for that class shall include the tenure of all higher classes. Seniority includes time accrued in regular full-time and regular part-time service. In this chapter, length of service for regular part-time employment is calculated on a pro-rata basis. Employment in a temporary appointment position does not count in calculating seniority.

In cases where there are two or more employees with the same employment status and the same seniority date, such employees will be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least ninety (90) days as follows:

First, all employees having ratings of less than minimum requirements; second, all employees having ratings of meeting minimum standards; and third, all employees having ratings of exceeds minimum standards.

15.4 Employee Options

Whenever a regular or probationary employee has been notified that they will be laid off from their current position, the employee shall have the following options:

1. If an employee has held status in a lower classification, they may retreat to that lower classification if the employee has more seniority than at least one of the incumbents in the lower class. If an employee has not held status in a lower class, then no retreat rights accrue to the employee. An employee exercising retreat rights must provide written notice to the Human Resources Director within seven (7) days of receipt of notice of layoff. An employee retreating to a lower class shall be placed on the salary step representing the least loss of pay. An employee who does not timely exercise retreat rights will forfeit the

ability to retreat to a lower class and will be laid off.

2. If an employee has not held status in a lower classification, or if the lower classification is occupied by a more senior employee, the employee may be eligible for transfer to a vacant position if the employee is qualified and capable of performing the duties of the vacant position as determined by the City Manager or designee. Employees who are transferred in lieu of layoff will be paid at the rate of pay for the new position at a step to be determined by the City Manager and shall serve a new probationary period. Any employee who does not accept a transfer within seven (7) days after receipt of notice of layoff will forfeit the ability to transfer and will be laid off.

3. Accept the layoff.

15.5 Reinstatement List

The names of all regular and probationary employees laid off or demoted (either through a transfer or exercise of retreat rights) in lieu of layoff shall be placed on a reinstatement list, provided their performance has been satisfactory. Said reinstatement list shall remain in effect for twelve (12) months, unless exhausted sooner.

Reinstatement lists shall take precedence over all other employment lists except that employees on such lists shall not have the right to displace working employees.

Failure to promptly respond to and accept a reinstatement offer within seven (7) days of the date of the offer shall result in removal from the reinstatement list. It shall be the employee's responsibility to advise the City of the employee's current contact information.

Reinstatement will result in removal from the reinstatement list except when reinstatement is in a lower class.

15.6 Reinstatement

A former employee appointed from a reinstatement list shall be reinstated to the salary range and step held at the time of layoff and have the following benefits restored:

1. Accrued but unused sick leave.

2. Seniority at the time of layoff for vacation accrual, future reduction in force, and department purposes as defined within department operating procedures (e.g., work schedule preferences, vacation scheduling preferences).

A former employee shall not accrue any benefits during the period of time they were on layoff.

15.7 Layoff of At-Will Employees

By definition, employment at-will may be terminated by either the employee or the City at any time with or without cause and with or without notice. Nothing in this chapter shall require the City Manager to allow a displaced at-will employee to displace an employee in a lower class or require the City Manager to place a displaced at-will employee on a reinstatement list.

16 Transfer

Transfers may be voluntary or involuntary. No person shall be transferred to a position for which they do not possess the minimum qualifications. Upon notice to the Human Resources Director, an employee may be transferred by the appointing authority at any time from one position to another position in the same or a comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties and requires substantially the same basic qualifications.

If the transfer involves a change from one department to another, both Department Heads must consent to the transfer unless the City Manager orders the transfer. Transfers shall not be used to effectuate a reclassification, promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided in the Municipal Code, these Personnel Rules, and/or a collective bargaining agreement.

Whenever possible, an employee being transferred from one position to another position in the same class or a comparable class will receive five (5) business days' notice. If an employee disputes an involuntary transfer, the employee may, within two business days of receiving notice of his or her pending transfer, file a written appeal with the City Manager or designee setting forth the reasons for the appeal. Any appeal filed must be based upon an alleged violation of the requirements for transfer or the procedure followed.

The decision as to whether or not to transfer an employee shall be at the sole discretion of the appointing authority and is not subject to any grievance or appeal procedure.

17 Reemployment

With the approval of the appointing authority, an employee appointed to a regular position who completed at least twelve (12) months of continuous service, successfully passed an initial new hire probationary period, and resigned with a satisfactory record may be reemployed to a vacant position in the same or comparable class. Reemployment must occur within twelve (12) months following resignation. The reemployed employee is not subject to another new hire probationary period. No credit for former employment shall be granted in computing vacation, sick leave, or other benefits except on the specific approval of the City Manager.

The decision as to whether or not to reemploy a former employee shall be at the sole discretion of the appointing authority and is not subject to any grievance or appeal procedure.

18 Medical Separations

18.1 Medical Separation

An employee who becomes unable to perform the essential functions of his or her position due to a disability or other medical condition may be medically separated from employment. Prior to medical separation, the City will determine what accommodations, if any, can be reasonably provided to the employee in accordance with City policy and any applicable law. In addition, if appropriate, the City may consider an employee's potential eligibility for disability retirement benefits.

Before medically separating a regular employee, the Human Resources Director or designee will provide the affected employee with notice of the proposed decision to medically separate. The notice shall: (1) inform the employee of the action intended, the reason for the action and the proposed effective date; and (2) inform the employee of the right to respond to the proposed action and to whom to respond. After review of any timely response, the Human Resources Director or designee shall notify the employee of any final action to be taken and the effective date of that action. A medical separation may be appealed pursuant to the grievance procedures contained in these Rules.

18.2 Right to Use Accrued Leaves

Except as provided in a collective bargaining agreement or employment agreement, vacation, sick leave, administrative leave, compensatory time off, holiday, paid time off or other accrued leave may not be used to extend an employee's employment separation date beyond the employee's last day of actual work, unless approved by the City Manager. Use of sick leave shall be authorized only upon proper medical verification that the use of such leave complies with the rules pertaining to the use of sick leave.

18.3 Rehire of Employee Retired or Separated for Disability

An employee who is retired or otherwise separated on account of disability may apply for reemployment with the City if the medical condition causing the disability improved such that the employee may perform the essential functions of the position for which they are applying, with or without reasonable accommodation.

19 CalPERS Disability Retirement Applications by Safety Members

19.1 Application

The following procedures shall be utilized to process an application for disability retirement benefits by a local safety member as defined by the California Public Employees' Retirement System (CalPERS):

19.2 Initial Determination

Upon receipt of an application for disability retirement benefits from a safety member, an initial determination will be made by the Human Resources Director upon medical and other available evidence. The applicant may be required to submit to a medical examination in order for the Human Resources Director to obtain sufficient information to make a recommended determination. The recommended determination of the Human Resources Director will address the following: (1) whether the applicant is incapacitated from the performance of duty pursuant to the standard for disability retirement under the Public Employees' Retirement Law (PERL); and (2) if the applicant is determined to be incapacitated, whether the cause of such incapacitation was industrial or non-industrial. The City Manager will review the recommendation of the Human Resources Director and make a final determination. This final determination shall be made within six (6) months of the date of the request for such determination from CalPERS unless this time requirement is voluntarily waived in writing by the applicant. The City Manager will provide written notice of any final determination to CalPERS and applicant.

19.3 Appealing an Initial Determination

An applicant may appeal the City Manager's determination on the issue of incapacity by requesting a hearing as provided in Section 19.4 below. An applicant may appeal the City Manager's determination as to the issue of causation by filing an appeal with the Workers' Compensation Appeals Board (WCAB) for a Finding of Fact determination as to causation. Any appeal of the City Manager's determination on an application must be filed within thirty (30) calendar days of the date on the notice of determination. The City Manager's determination shall not be subject to review under the grievance procedure.

19.4 Hearing

If the applicant requests a hearing on the issue of incapacity, the hearing shall be held in conformity with the Administrative Procedures Act. When an applicant requests a hearing, the City will notify CalPERS. The City will also notify the Office of Administrative Hearings and will request a hearing date and a pre-hearing conference with an Administrative Law Judge. The applicant will be informed of the hearing date, time and location. The hearing shall be conducted before the Administrative Law Judge. The hearing shall be recorded. The burden of proof is on the applicant to demonstrate incapacity.

Following the hearing, the Administrative Law Judge will issue a Proposed

Decision. The Proposed Decision will include a determination of issues, findings and summary of facts. The Proposed Decision will be reviewed and acted upon by the City Council. The Council will either:

a. Adopt the Proposed Decision as its own Decision.
b. Make changes in the Proposed Decision and adopt it as its own Decision.
c. Reject the Proposed Decision and in doing so either:
    i. Make its own decision without hearing additional evidence; or
    ii. Make its own decision following the acceptance of additional evidence; or
    iii. Remand the case back to the administrative law judge to take additional evidence and to issue a new or revised Proposed Decision.

The Council's decision and findings shall be served by the City on the applicant and the applicant's designated representative, if any, by U.S. Postal Service mail (with at least mail delivery confirmation) or by personal service. The City shall also notify CalPERS of the decision. The City Council's decision shall be final and is not subject to review under the grievance procedure.

20 Disciplinary Action

20.1 Disciplinary Action

The City Manager or designee may discipline any employee; provided however that no regular employee in the Competitive Service will be disciplined except for cause. Unless otherwise provided in an applicable collective bargaining agreement, discipline of a regular employee in the Competitive Service will be in accordance with this Rule. Employees who are excluded from the Competitive Service or who have not completed probation are considered at-will employees, serving at the pleasure of the City Manager, and are not entitled to appeal or grieve any disciplinary taken against them.

20.2 Types of Disciplinary Action

Disciplinary action may take the form of a verbal or written reprimand, suspension, pay reduction, demotion or dismissal.

20.3 Notice of Proposed Disciplinary Action

Written notice of any proposed suspension, demotion, reduction in pay, or discharge shall be given to a regular employee in the Competitive Service. Such notice shall include all of the following:

1. A statement of the level of discipline proposed;
2. The charge(s) upon which the proposed discipline is based;
3. A summary of the facts upon which the charges are based;
4. A copy of all written materials, reports or documents upon which the proposed discipline is based;
5. Notice of the employee's right to respond to the charges within seven (7) calendar days from the date of the notice, either in person during an informal conference or by providing a written response or both;
6. Notice of the employee's right to have a representative of their choice at the informal conference should they choose to respond orally; and
7. Notice that the failure to respond by the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.

If the employee exercises their right to respond to the notice, the individual proposing the discipline or their designee shall consider the employee's response before taking any final disciplinary action. The employee may use up to two (2) hours of City time to prepare a response to the notice. Time shall be prorated for any employee working less than full-time. Any additional time the employee may need to prepare the response must be conducted off City time. In no event shall an employee use overtime to prepare a response. The employee's failure to make an oral response at the arranged conference time, or the employee's failure to cause his or her written response to be delivered by the date and time specified in the notice of proposed disciplinary action, constitutes a waiver of the employee's right to respond prior to the imposition of discipline. In that case, the proposed disciplinary action will be imposed on the date specified.

20.4 Final Notice of Discipline

After receiving the employee's timely written or oral response, or after expiration of the time to provide a written or oral response, the individual who proposed discipline or designee will either: (1) dismiss the notice of proposed disciplinary action; (2) modify the notice of intended disciplinary action; or (3) impose the proposed disciplinary action. The individual who proposed disciplinary action or designee will provide written notice of their decision. This written notice shall include all of the following:

1. The level of discipline, if any, to be imposed and the effective date of the discipline;
2. The specific charges upon which the discipline is based;
3. A summary of the facts upon which the charges are based;
4. A copy of all written materials, reports or documents upon which the discipline is based; and
5. A statement of the nature of the employee's right to appeal.

In all cases in which discipline is imposed, a copy of the final notice shall be placed in the employee's personnel file.

20.5 Appeal

A regular employee in the Competitive Service may appeal a suspension, demotion, reduction in pay, or discharge by requesting an administrative hearing before the City Manager or designee. The provisions of this section shall not apply to reductions in pay which are part of a general plan to reduce salaries and wages or to eliminate positions.

A disciplinary appeal must be submitted, in writing, to the City Manager or designee within five (5) calendar days of the date of the final notice of discipline. The employee may use up to two (2) hours of City time to prepare a disciplinary appeal. Time shall be prorated for any employee working less than full-time. Any additional time the employee may need to prepare the appeal must be conducted off City time. In no event shall an employee use overtime to prepare an appeal. Disciplinary appeals will be processed pursuant to Step 3 of the grievance procedure contained in these Rules.

20.6 Causes for Disciplinary Action

Grounds for discipline of an employee include, but are not limited to the following:

1. Dishonesty, including but not limited to making any false statement, omissions or misrepresentation of material fact, falsifying timecards, materially misrepresenting or concealing facts or making false statements about one's employment, including application for employment, promotion or appointment.

2. Incompetence or inefficiency in the performance of required duties.

3. Neglect of job duties.

4. Insubordination; or insulting or demeaning the authority of a supervisor or manager.

5. Conduct which discredits the City, the employee's City employment or the public service.

6. Any acts or omissions, which are either incompatible with or unfavorable to the public service, or which tend to bring reproach or discredit to the City.

7. Discourteous or non-cooperative treatment of the public, City elected officials or employees, City volunteers, including but not limited to rude, disrespectful, offensive or obscene comments or conduct, or failing to cooperate with an employee's supervisor or fellow employees.

8. Endangering self or others, or failure to follow adopted safety practices, or failure to properly use required personal protective gear or equipment.

9. Violating the City's drug-free workplace policy, including but not limited to reporting for duty or being on duty under the influence of any intoxicant or absenting oneself from duty or rendering oneself unfit to perform fully one's duties for reasons attributable to or produced by intoxicants.

10. Absence without authorized leave.

11. Excessive or unexcused absenteeism and/or tardiness.

12. Misuse of any leave, including sick, medical or disability leave, for purposes not authorized or provided for under the City's leave policies.

13. Unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam related to the employee's continued ability to perform his or her position.

14. Failure to immediately report a vehicle accident.

15. Failure to report to their supervisor any contact with law enforcement which may affect employment with the City.

16. Conviction of a crime, the nature of which has a direct bearing on continued employment.

17. Misuse or misappropriation of City property or funds; carelessness or negligence with the monies or other property of the City; appropriating to the employee's own use of any property of the City, or loaning, selling or giving away such property without legal authorization.

19. Theft.

20. Using or attempting to use political influence in attempting to secure promotion, leave of absence, transfer, change of rate of pay or character of work.

21. Inducing or attempting to induce a City employee to commit an unlawful act in violation of any lawful department or official regulation or order.

22. Unapproved outside employment or engaging in any activity that violates the City's Conflicts of Interest Code Policy, including taking for personal use, from any person, a fee, gift or other valuable thing in connection with official work when such fee, gift or other valuable thing is given in the expectation of receiving favored treatment.

23. Less than satisfactory performance.

24. Failure to maintain any license, certificate or credential required by the minimum standards for the employee's position, including failing to timely notify the City of any anticipated loss or lapse of such license, certificate or credential.

25. Violation of or failure to abide by any provisions of the City's Municipal Code, Personnel Rules, City Policies and Procedures, collective bargaining agreement (if applicable), administrative memorandum, or lawful official regulation or order of the City.

26. Violation of the City's Rule against harassment, discrimination and retaliation.

27. Failure to cooperate in an official inquiry or investigation into an alleged violation of these Personnel Rules.

28. Working overtime without prior supervisory authorization.

29. Violation of the City's Workplace Violence Prevention Policy.

20.7 Public Safety Officers Procedural Bill of Rights
Nothing in these Personnel Rules supersedes the City's obligations under the Public Safety Officers Procedural Bill of Rights Act.

21 Grievances

21.1 Grievance Definition

A grievance is defined as any dispute which involves the claimed violation, misinterpretation or misapplication of these Personnel Rules, excluding those provisions of these Personnel Rules which are specifically excluded from the grievance procedure or which provide that the decision of the City Council, City Manager or designee shall be final. In the event that an alternative complaint procedure is applicable to an employee's claim (e.g., harassment complaint procedure), the grievance shall be treated as having been submitted under that alternative procedure and will be processed accordingly. Any matter addressed through an alternative procedure may not also be raised as a grievance under this Rule. A grievant may be an employee, or any group of employees, or a represented bargaining unit.

The following are matters that are excluded from the definition of "grievance" and are not subject to the grievance procedure:

1. Challenges to any disciplinary action except for those actions where a right to appeal is provided by Rule 20;
2. Challenges to or requests for changes in the content of employee evaluations or performance reviews, verbal or written warnings or reprimands, or counseling memorandums;
3. Challenges to a reclassification, layoff, transfer, denial of reinstatement or denial of step or merit increase;
4. Requests for changes in wages, hours or working conditions, including any impasses or dispute in the meet and confer process or matter within the scope of representation as defined by the Meyers Milias Brown Act;
5. Challenges to examination or appointment to positions; and
6. Challenges to a rejection from probation.

21.2 Grievance Procedure

A grievance shall be processed in the following manner:

Step 1 – Informal Step

Within fourteen (14) days of when the grievant knew or should have known of the event giving rise to the grievance, the grievant will first try to resolve the grievance through discussion with the grievant's immediate supervisor. During this discussion, the grievant must clearly state that a grievance is being initiated. Within fourteen (14) days of this discussion, the immediate supervisor shall give the grievant their decision or response to the informal grievance. This response may be provided orally or in writing. If the employee is not satisfied with the reply, he or she may file a formal grievance.

Step 2 – Formal Step.
If the grievance is not resolved in Step 1, or if it is determined, for good and sufficient reason, that the grievant may initiate the grievance at Step 2, the grievant may file a formal, written grievance. The written grievance shall contain the following:

1. name of grievant(s)

2. class title(s)

3. department

4. mailing address(es)

5. a clear statement of the nature of the grievance (citing applicable sections of rules, regulations, resolutions, ordinances or existing practices)

6. the date(s) on which the event(s) giving rise to the grievance occurred

7. a proposed solution to the grievance

8. the date of execution of the grievance form

9. the signature of the grievant(s)

10. the signature of the bargaining unit representative, if such a representative is representing the grievant(s)

11. the date of the discussion meeting in Step 1 and the name of the supervisor involved

Any formal grievance must be filed within fourteen (14) days after either the response to the informal grievance is given or the time to provide a response to the informal grievance has expired if no response is given. If the response is initiated at Step 2, it must be filed within fourteen (14) days of when the grievant knew or should have known of the event giving rise to the grievance.

Upon receipt of a formal written grievance, the Department Head will investigate the grievance and may, in their discretion, schedule a meeting with the grievant in an attempt to resolve the grievance. The Department Head will issue their decision regarding the grievance in writing within fourteen (14) days of receipt of the written grievance, except that if the Department Head conducts a meeting with the grievant, the Department Head will issue their decision in writing within fourteen (14) days of that meeting.

Step 3. – Review of Department Head Decision

If the grievance is not resolved by the Department Head's decision in Step 2, or if the time for the Department Head to provide a decision under Step 2 has expired, 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.

The City Manager may either hear the grievance or assign the grievance to be heard by their designee. If the City Manager designates a hearing officer to hear the grievance, the fees and expenses of the hearing officer will be paid by the City. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any. Any decision by a designee will be advisory to the City Manager.

If the City Manager has heard the matter, the City Manager shall render a decision within thirty (30) days of the close of the hearing process. If the hearing is conducted by a designee, the City Manager shall either affirm, set aside or modify the decision within thirty (30) days of receipt of the designee's advisory decision, except that if the City Manager takes no action within thirty (30) business days of receipt of the advisory decision, the advisory decision shall become final and binding. Any decision by the City Manager shall be final and binding on the parties.

21.3 General Conditions of Grievances

1. The Human Resources Department will act as a central repository for all Step 2 and Step 3 grievance records.

2. Any time limit may be extended only by mutual agreement in writing.

3. An aggrieved employee may be represented by another individual at any stage of the proceedings at their request. Both employee and representative (if employed by City) will be entitled to attend proceedings without loss of compensation, should such proceeding conflict with the employee's and/or the representative's normal working hours.

4. Proposals to add to or change these Personnel Rules shall not be considered under this section, and no proposal to modify, amend, or terminate any collective bargaining agreement between the City and a represented bargaining unit may be considered under this section.

5. Failure by the grievant or grievant's representative to initiate or appeal a grievance within the prescribed time limits shall waive the right of the grievant, the grievant's representative, and the grievant's bargaining unit (if any) to initiate or appeal a grievance. In the case of no appeal, the last answer to the grievance shall be deemed to be the resolution to the grievance.

22 Employee Ethical Standards

22.1 General Policy

Employees of the City are required to discharge the duties and responsibilities of their positions with professional integrity, regardless of personal considerations. Employees are expected to recognize that the public interest, as articulated by City policy, is their primary concern. The conduct of City employees in their official capacity must be beyond reproach.

22.2 Employee Expectations

No City employee shall engage in any act which is in conflict, or creates an appearance of unfairness or conflict with the performance of official duties. To meet the standards set forth in this policy, employees must:

1. Disclose all financial interests which may constitute a conflict of interest with official duties, and disclose the nature and extent of personal interest in any business entity engaging in any transaction with the City as required under the City's conflict of interest resolution. An employee is prohibited from participating in any City decision which could affect his or her personal or financial interests in violation of the City's conflict of interest resolution.

2. Refuse to accept gifts, gratuities, favors, services or promise of future benefit from any person, firm, entity or corporation doing business with the City, where such gift, gratuity favor, service or promise could compromise independence of judgment or action as a public official or employee. Employees should disclose any offer of gift, favor, service or promise to their supervisor immediately.

3. Refrain from engaging in activities or employment that may appear to be, or are incompatible with public duties, whether on or off duty. Employees of the City should not become involved or affiliated with any agency or entity that receives funds from the City, either directly or indirectly, whether that association or affiliation may create a conflict of interest, or an appearance of a conflict of interest or impropriety.

4. Refrain from disclosing, promulgating, using, or validating information concerning City government or other employees and officials which is confidential or protected without prior authorization, including confidential information concerning property or affairs of the City, to advance a private interest with respect to any contract or transaction which is or may be the subject of official action of the City.

5. Refrain from using any City funds or property for personal or private gain. Employees must be absolutely honest in all dealings, in whatever capacity, with City funds, properties or facilities.

6. Refuse to represent private interests before government agencies in any matter in which the City is a party, or in which the employee's official position with the City is, or may be, a consideration in or influence the decision of such agency on the matter before it.

7. Comply with the provisions of the Political Reform Act, as regulated by the Fair Political Practices Commission, or any other state or federal laws governing conflict of interest matters.

22.3 Gifts on Behalf of the City

The City Manager and their designee is permitted to accept a gift, gratuity, or favor on behalf of the City and may distribute such gift, gratuity, and favor as they deem appropriate to City employees and elected officials in accordance with Fair Political Practices Commission regulations. Examples may include sporting events tickets or cultural events tickets.

22.4 Use of Public Property

No employee of the City shall request, use, or permit the use of City-owned vehicles, clothing, equipment, materials, or other property for unauthorized personal convenience, for profit, for private use, or as part of secondary employment. City property is to be used solely for the purpose of conducting official City business. Any changes to previously authorized uses of public property will be communicated to employee sixty (60) days in advance of implementation to allow sufficient time for the employee to make alternative arrangements.

22.5 Political Activities

1. Employees are prohibited from using City time or property in any manner for any of the following reasons: to promote any political issue or candidate; to solicit funds for any political purpose; or to influence the outcome of any election.

2. No employee shall be eligible for appointment or election to any public office (including appointment to a City Board, Commission or Committee) when the holding of such office or position would be incompatible or would substantially interfere with the discharge of official duties.

22.6 Outside Employment

22.6.1 Incompatible Outside Employment Prohibited

No employee of the City shall engage in any employment, activity or enterprise that would detract from his or her effectiveness as a City employee or that is inconsistent, incompatible, in conflict with, or inimical to his or her duties as an employee of the City. An individual's outside employment, activity or enterprise is inconsistent, incompatible, in conflict with, or inimical to an employee's duties, functions or responsibilities set forth above if it:

1. Involves the use for private gain or advantage of the City's time, facilities, equipment, or supplies; or the badge, uniform, prestige or influence of the City;
2. Involves receipt or acceptance by an employee of any money or other consideration from anyone other than the City for the performance of an act which the employee would otherwise be required or expected to perform in the regular course of his or her duties as a City employee;
3. Involves the performance of an act in other than his or her capacity as an employee of the City, which act may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other City employee, City official or City officer;
4. Involves such time demands as would render performance of duties as a City employee less efficient.

22.6.2 Reporting Outside Employment

Employees seeking to engage in outside employment, whether it be accepting a second job, self-employment or otherwise, must submit written requests to engage in such employment to their Department Head. The request shall include:

1. The name and address of the employer;
2. A summary of the nature of employment;
3. The number of hours to be worked by day, week, month, and/or quarter as appropriate;
4. Whether the outside employment will utilize any city owned/controlled facilities, equipment, information, records, supplies, and/or uniforms;
5. Whether the outside employer will provide workers' compensation and liability insurance during said outside employment; and
6. The phone number of the employer in the event that the City should need to contact the employee under emergency or relief situations.

It is the responsibility of each Department Head to notify the Human Resources Director of outside employment request so that such requests can be considered. The Department Head, in conjunction with the Human Resources Director, will consider all requests and provide written notice to an employee of the determination on that employee's request. An employee may request review of that determination by the City Manager.

All employees holding or considering second jobs must obtain permission from their Department Head and the Human Resources Director in order to ensure that the job will not create a conflict of interest or interfere with the proper performance of their duties. An employee who engages in any outside employment without written authorization from the City, or who performs work that exceeds the scope of a written authorization, is subject to discipline, up to and including termination.

Outside employment is defined to mean any employment, activity or enterprise outside of an employee's normal City working hours wherein the employee is

compensated for specific hours or duties on a regular basis. Outside employment does not include sporadic employment or occasional employment unless the employee is required to perform work related to their position with the City or utilize any City owned/controlled facilities, equipment, information, records, supplies, and/or uniforms.

22.6.3 General Terms

During the workday, employees are expected to devote their full time to the performance of their assigned duties as City employees. Any approved outside employment must be performed during off-duty, unpaid hours.

Employees who have accepted outside employment are prohibited from using paid sick leave time to work on the outside job or as a result of an injury sustained while performing outside employment. Any employee who engages in outside employment while on sick leave shall be subject to discipline up to and including termination.

All provisions of this Section 22.6 shall apply to any outside employment held by an employee or officer on the effective date of this section, as well as any outside employment sought after such effective date. Provided, however, that as to any outside employment held on the effective date of this section, which was not previously approved in writing, the City Manager or designee shall allow a reasonable period, not to exceed six (6) months, for disassociation with such outside employment. In the event the employee refuses to comply, disciplinary action may be taken. This six (6) month grace period shall not apply to any outside employment that constitutes a violation of the City's Conflict of Interest Code. Employees engaged in outside employment in violation of the City's Conflict of Interest Code shall be required to immediately terminate such employment, or they may be subject to disciplinary action by the City, up to and including the termination of their City employment.

22.7 Procedures

22.7.1 Interpretation

Interpretations of this policy shall be referred to the City Manager.

22.7.2 Investigation

The City Manager or designee shall investigate, or may refer the matter to an outside agency for an investigation, all allegations and written complaints of unethical conduct.

Complaints or allegations that may be criminal in nature may be referred to an appropriate outside agency for investigation.

23 Sick Leave

23.1 General Application

Except as provided under the terms of an employment agreement, memorandum of understanding, or any other action providing for employee sick leave benefits,

employees will accrue paid sick leave as provided in this Rule and in accordance with the Healthy Workplace, Healthy Families Act of 2014. All employees who earn sick leave, regardless of whether such leave accrued under this rule or under some other document approved by the City Council, are expected to abide by the usage and notice provisions described in this Rule.

23.2 Accrual of Leave

Unless provided under the terms of an employment agreement, memorandum of understanding, or any other action providing for employee sick leave benefits, employees will receive a sick leave bank allocation of forty (40) hours, effective the first pay period in 2024~~accrue sick leave at the rate of one (1) hour of sick leave for every thirty (30) hours worked, up to a maximum of forty-eight (48) hours of sick leave~~. Sick Leave accrual banks may carry over each year. ~~Accrual shall begin on the first day of employment or July 1, 2015, whichever is later.~~ Once an employee reaches the accrual cap of ~~forty-eight~~eighty (80~~48~~) hours, the employee will not accrue any further sick leave hours until some paid sick time is used.

23.3 Sick Leave Use

~~A regular employee is~~Employees are eligible to begin using accrued sick leave upon accrual.

~~A limited-term employee is eligible to begin using accrued sick leave once the employee has completed ninety (90) days of employment. Employees may use a maximum of twenty-four (24) hours of sick leave in a calendar year.~~ The minimum increment for using sick leave is two (2) hours.

Sick leave may be used for the following reasons:

1. The employee's own illness, injury or medical condition;

2. Visits to a medical doctor, chiropractor, acupuncturist, dentist, optometrist, optician, psychiatrist or psychologist, medical or clinical laboratory on order of a doctor, or other licensed medical provider for the employee or the employee's family member;

3. To attend to the illness of the employee's family member; or

4. To seek medical treatment, counseling, social services or relief when the employee is a victim of domestic violence, sexual assault or stalking.

23.4 Family Member Defined

For purposes of this policy, a member means any of the following:

1. The employee's spouse or registered domestic partner;
2. The employee's child, including a biological, adopted, or foster child, step child, legal ward, or a child to whom the employee stands in loco parentis;

3. A biological, adoptive, or foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
4. The employee's grandparents;
5. The employee's grandchildren; and
6. The employee's siblings;~~.~~
6.~~7.~~ "Designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. Employees may designate one person per 12-month period for family care and medical leave.

23.5 Sick Leave Notice

An employee requesting to use sick leave should notify their immediate supervisor prior to the beginning of any working shift. The employee should notify his or her supervisor that the employee is unable to report for work and that the employee is requesting to use sick leave.

An employee is to request prior authorization for any absence due to attendance at any medical appointment. For the purpose of this section, "request prior authorization" shall mean that the employee has notified their supervisor as soon as reasonably practicable.

23.6 Sick Leave Upon Termination

The City will not pay employees for unused sick leave upon termination of employment. ~~—~~Unless otherwise provided in an employment agreement, memorandum of understanding, regulation or any other City Council action, employees who are rehired by the City within one (1) year from the date of separation will have any previously unused and accrued sick leave hours reinstated, up to a maximum of ~~forty-eight~~eighty (80~~48~~) hours.

23.7 Sick Leave Verification of Illness

An employee may be required to provide a health care provider's statement verifying the employee's absence from work in the following instances:

- When an employee returns to work after three (3) days of absence on sick leave; or
- In the case of frequent use of sick leave; or
- When a pattern of sick leave use has been identified; or
- When a supervisor has reason to believe that sick leave is being abused.

23.8 Sick Leave Coordinated with Workers' Compensation Benefits

An employee who is collecting workers' compensation temporary disability benefits as a result of a City on-the-job illness or injury shall automatically use sick leave, if any, in addition to the provided workers' compensation benefits so that the

employee receives their full salary. If the employee does not have sufficient sick leave available, then other available paid leaves shall be used.

24 Pregnancy Disability Leave

24.1 General

A female employee who is disabled due to pregnancy, childbirth or related medical condition is eligible to take pregnancy disability leave (PDL). There is no length of City service requirement before an employee disabled by pregnancy is entitled to PDL. PDL is for any period(s) of actual disability caused by the employee's pregnancy, childbirth, or related medical condition – per pregnancy. Time off needed for prenatal or postnatal care; doctor ordered bed rest; gestational diabetes; pregnancy induced hypertension; preeclampsia; childbirth; postpartum depression; loss or end of pregnancy; or recovery from childbirth or loss or end of pregnancy are all covered by this PDL policy.

If affected by pregnancy or a related medical condition, an employee is also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Employees disabled by qualifying conditions may also be entitled to other reasonable accommodations where doing so is medically necessary. If it is medically advisable for the employee to take intermittent leave or a reduced leave schedule, the City may require the employee to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.

24.2 Duration of Leave

An employee is entitled to up to four (4) months of PDL while the employee is disabled by pregnancy, childbirth or related medical condition. For purposes of this policy, "four months" means time off for the number of days the employee would normally work within the four (4) calendar months (one-third of a year, or 17 1/3 weeks or 122 days) following the commencement date of taking a pregnancy disability leave. For a full-time employee who works five eight-hour days per week, 40 hours per week, "four months" means 88 working and/or paid eight-hour days (693 hours of leave entitlement). Employees working a part-time schedule will have their PDL calculated on a pro-rata basis.

24.3 Requirements Regarding the Use of Paid Leave

PDL is unpaid time off. The City requires that employees use any accrued sick leave while using PDL. If an employee does not have any accrued sick leave available, the employee may, at her option, use any other available accrued paid leave (e.g. vacation, compensatory time off, administrative leave, floating holiday). The use of any paid leave will not extend the duration of the employee's PDL. The City encourages employees to contact the California Employment Development Department regarding eligibility for State Disability Insurance for the unpaid portion of their leave.

24.4 Continuation of Health Insurance Benefits

Employees who participate in the City's group health insurance plan shall continue to participate in the plan while on PDL under the same terms and conditions as if they were working. Employees should make arrangements with the Human Resources Department for payment of their share of the insurance premiums.

24.5 Notification Requirements

To receive reasonable accommodation, obtain a transfer, or take PDL, an employee must provide sufficient notice so that the City can make appropriate plans – thirty (30) days advance notice if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.

24.6 Certification by Health Care Provider

An employee is required to obtain a certification from her health care provider of her need for PDL or the medical advisability of an accommodation or a transfer.

A medical certification indicating the medical advisability of reasonable accommodation or a transfer is sufficient if it contains:

1. A description of the work restrictions and/or requested reasonable accommodation or transfer;
2. A statement describing the medical advisability of the reasonable accommodation or transfer because of pregnancy; and
3. The date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

A medical certification indicating disability necessitating a leave is sufficient if it contains:

1. A statement that employee needs to take pregnancy disability leave because the employee became disabled by pregnancy, childbirth or a related medical condition;
2. The date on which the employee became disabled because of pregnancy; and
3. The estimated duration of the leave.

Upon request, the Human Resources Department will provide employees with a medical certification form that they can take to their doctor.

As a condition of an employee's return from PDL, the City requires the employee to obtain a release to return to work from her health care provider stating she is able to resume her original job duties.

24.7 Return to Work

If an employee does not return to work on the originally scheduled return date or request, in advance, an extension of the agreed upon leave with appropriate medical documentation, the employee may be deemed to have voluntarily terminated her employment with the City. Failure to notify the City of her inability to return to work when it occurs, or her continued absence from work because the leave must extend beyond the maximum time allowed, may be deemed a voluntary termination of employment with the City, unless the employee is entitled to a disability accommodation. Upon the employee's return from PDL, the employee will be reinstated to her same position in most instances.

25 Family Medical Leave

25.1 Policy Statement

This policy is intended to provide employees with information concerning entitlements and obligations associated with taking leave under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Employees with additional questions regarding FMLA/CFRA leave, or regarding any leave entitlements and obligations that might arise when FMLA/CFRA leave is either not available or exhausted, should contact the Human Resources Department.

25.2 Employee Eligibility

The FMLA and CFRA provide eligible employees with a right to leave, health insurance benefits, and with some limited exceptions, job restoration. To be an "eligible employee", you must meet both of the following criteria:

1. Have worked for the City for at least twelve (12) months (which need not have been consecutive).

2. Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months immediately preceding the commencement of the leave.

An employee who is not eligible for FMLA/CFRA leave at the start of a leave because the employee has not met the 12-month length of service requirement can meet this requirement while on leave because leave to which the employee is otherwise entitled counts towards the length of service requirement (but not the 1,250 hours requirement).

25.3 Employee Entitlements for FMLA/CFRA Leave

25.3.1 Basic FMLA/CFRA Leave Entitlement

The FMLA/CFRA provides eligible employees up to 12-workweeks of unpaid leave during a 12-month period for certain family and medical reasons. The 12-month period is determined based on a rolling twelve (12) month period measured backward from the date an employee first uses any FMLA/CFRA leave. In some instances leave may be counted under the FMLA but not CFRA, or under the CFRA but not the FMLA. Leave may be taken for one, or for a combination, of the following reasons:

1. Disability due to pregnancy, childbirth or related medical condition (counts only toward FMLA leave and California Pregnancy Disability Leave ("PDL") leave entitlements);

2. Bonding and/or caring for a newborn child (counts toward FMLA and CFRA leave entitlements);

3. For placement with the employee of a child for adoption or foster care and to care for a newly placed child (counts towards FMLA and CFRA leave entitlements);

4. To care for the employee's spouse, registered domestic partner, child or parent (but not in-law) with a serious health condition (counts toward FMLA and CFRA leave entitlements; except that time to care for an employee's registered domestic partner does not count towards FMLA leave, only CFRA leave); CFRA expands leave to care for grandparent, grandchild, sibling and designated person. A "designated person" is any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. The City limits an employee to one designated person per 12-month period.

5. For the employee's own serious health condition (excluding pregnancy) that makes the employee unable to perform one or more of the essential functions of the employee's job (counts toward FMLA and CFRA leave entitlements); and/or

6. Because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a military member on covered active duty status (or has been notified of an impending call or order to covered active duty status) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or in the Regular Armed Forces for deployment to a foreign country (counts towards FMLA leave entitlement only).

Under the FMLA, a serious health condition is an illness, injury, impairment or physical or mental condition that involves a period of incapacity or treatment connected with inpatient care (e.g., an overnight stay) in a medical care facility, hospice, or residential health care facility; or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Under the CFRA, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity; or continuing treatment by a health care provider, including but not limited to treatment for substance abuse. The CFRA defines "inpatient care" broadly and includes a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with inpatient care, or any period of incapacity. A person will be considered an "inpatient" when he or she is formally admitted to a health care facility with the

expectation that he or she will remain at least overnight and occupy a bed, even if the person is ultimately discharged or transferred to another facility and does not actually remain overnight. The CFRA defines "incapacity" as the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

Under the FMLA and CFRA, subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

A leave of absence in connection with a workers' compensation injury or illness or for which an employee receives disability or State of California Paid Family Leave benefits shall run concurrently with FMLA/CFRA leave, in accordance with federal and state laws.

25.3.2 Additional Military Family Leave Entitlement

In addition to the basic FMLA/CFRA leave entitlement described above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember is entitled to take up twenty-six (26) weeks of leave during a 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." Covered servicemember also includes a veteran who is discharged or released from military service under conditions other than dishonorable at any time during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definition of a serious illness or injury for a covered servicemember or covered veteran is distinct from the definition of "serious health condition" applicable to leave to care for a family member or the employee's own illness or injury.

25.3.3 Intermittent Leave and Reduced Leave Schedules

FMLA/CFRA leave usually will be taken for a period of consecutive days, weeks or months. However, employees are also entitled to take FMLA/CFRA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Intermittent leave can also be taken for any qualifying exigency. Intermittent or reduced work schedule leave may be taken for absences where the employee or covered family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if he or she does not receive treatment by a health care provider.

Employees are also eligible for intermittent leave for bonding with a child following birth or placement. Intermittent leave for bonding purposes generally must be taken in minimum two-week increments, but the City permits two (2) occasions where the leave may be for less than two (2) weeks.

25.4 Maintenance of Benefits

During FMLA/CFRA leave, eligible employees are entitled to receive group health plan, dental insurance, life and employee assistance program benefits (collectively group health plan coverage) on the same basis as if they had continued to work for the City for up to twelve (12) weeks. Employees on FMLA military leave also are entitled to receive group health plan coverage for the duration of those FMLA leaves. To receive uninterrupted coverage, the employee will have to continue to pay their share of group health plan coverage premiums, if any, in accordance with federal and state laws.

If an employee substitutes paid accrued leave as provided in this policy, the City will deduct the employee's shares of group health plan coverage premiums as a regular payroll deduction. If the employee does not have accrued paid leaves to substitute for FMLA/CFRA leave and the time is unpaid, the employee must pay the employee portion of premiums either in person or by mail to the Finance Department by the first (1st) day of each month. The City's obligation to maintain group health plan coverage ceases if an employee's premium payment is more than thirty (30) days late. If an employee's payment is more than fifteen (15) days late, the City will send a letter notifying the employee that coverage will be dropped on a specified date unless the employee's share of premium is received before that date.

If an employee does not return to work for at least thirty (30) calendar days following the end of the leave period (unless the employee cannot return to work because of a serious health condition or other circumstance beyond the employee's control), the employee will be required to reimburse the City for the cost of the premiums the City paid for maintaining coverage during their unpaid FMLA/CFRA leave.

25.5 Job Restoration

At the end of FMLA/CFRA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the City substantial and grievous economic injury, employees generally have the right to return to the same or equivalent positions they held before the FMLA/CFRA leave. The City will notify employees if they qualify as "key employees", if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA/CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

25.6 Notice of Eligibility for and Designation of FMLA/CFRA Leave

Employees requesting FMLA/CFRA leave are entitled to receive written notice from the City telling them whether they are eligible for FMLA and/or CFRA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA/CFRA leave, employees are entitled to receive written notice of: (1) their rights and responsibilities in connection with such leave; (2) the City's designation of leave as FMLA/CFRA-qualifying or non-qualifying, and if not FMLA/CFRA-qualifying, the reasons why; and (3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The City will respond to a leave request within five (5) business days. Once given, approval shall be deemed retroactive to the date of the first day of the leave. The City may designate FMLA/CFRA leave retroactively with appropriate notice and provided that doing so does not cause harm or injury to the employee. In other cases, the City and employee can mutually agree that leave be retroactively designated as FMLA/CFRA leave.

25.7 Employee Obligations

25.7.1 Notice Obligations

Employees who take FMLA/CFRA leave must timely notify the City of their need for FMLA/CFRA leave. To trigger FMLA/CFRA leave protections, employees must inform the City's Human Resources Department of the need for FMLA/CFRA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA/CFRA leave specifically, or explaining the reasons for leave so as to allow the City to determine that the leave is FMLA/CFRA qualifying. For example, employees might explain that:

- A medical condition renders them unable to perform the functions of their job;
- They are pregnant or have been hospitalized overnight;
- They or a covered family member are under the continuing care of a health care provider;
- The leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status; or
- If the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick" without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA/CFRA leave under this policy. Employees must respond to the City's lawful questions to determine if absences are potentially FMLA/CFRA-qualifying.

If an employee fails to explain the reasons for FMLA/CFRA leave, the leave may be denied. When an employee seeks leave due to a FMLA/CFRA-qualifying reason for which the City previously provided FMLA/CFRA-protected leave (e.g., in cases of use of intermittent leave), the employee must specifically reference the qualifying reason for the leave or the need for FMLA/CFRA leave.

25.7.2 Cooperating in the Scheduling of Leave

When planning medical treatment for the employee or family member or requesting to take leave on an intermittent or reduced schedule work basis, employees must make a reasonable effort to consult with the City and make a reasonable effort to schedule treatment so as not to unduly disrupt the City's operations. Employees must make a reasonable effort to consult with the City prior to the scheduling of treatment in order to work out a treatment schedule which best suits the needs of both the City and the employee, subject to the approval of the applicable health care provider. To the extent permitted by law, when an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including a period of recovery from a serious health condition, or to care for a covered servicemember, the City may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

25.7.3 Submit Medical Certifications Supporting Need for Leave

Depending on the nature of FMLA/CFRA leave sought, employees may be required to submit medical certifications supporting their need for FMLA/CFRA-qualifying leave. There generally are three (3) types of FMLA/CFRA medical certifications: an initial certification, a recertification, and a return to work/fitness for duty certification.

It is the employee's responsibility to provide the City with timely, complete and sufficient medical certifications. Whenever the City requests that an employee provide an FMLA/CFRA medical certification, the employee must provide the requested certification within fifteen (15) calendar days after the City's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The City will inform the employee if a submitted medical certification is incomplete or insufficient and provide the employee at least seven (7) calendar days to cure deficiencies. The City will delay or deny FMLA/CFRA leave to an employee who fails to timely cure deficiencies or otherwise fails to timely submit a requested medical certification.

With the employee's permission, the City (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate a medical certification.

Whenever the City deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA/CFRA medical certifications.

25.7.3.1 Initial Medical Certifications

Employees requesting leave because of their own or a covered family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least thirty (30) days' notice of medical leave, they should submit the medical certification before leave begins.

If the City has reason to doubt an initial medical certification regarding an employee's own serious health condition, it may require the employee to obtain a second opinion at the City's expense. If the opinions of the initial and second health care providers differ, the City may, at its expense, require the employee to obtain a third, final and binding certification from a health care provider designated or approved jointly by the City and the employee. The City will reimburse the employee for any reasonable "out of pocket" travel expenses incurred to obtain second or third medical opinions. Except in very rare circumstances, the City will not require an employee to travel outside normal commuting distance for purposes of obtaining second or third medical opinions.

25.7.3.2 Medical Recertifications

Depending on the circumstances and duration of FMLA/CFRA leave, the City may require that an employee provide recertification of a medical condition giving rise to the need for leave. The City will notify the employee if recertification is required and will give the employee at least fifteen (15) calendar days to provide medical recertification. In cases of leave that qualifies under the CFRA, recertification will be requested only when the original certification has expired and additional leave is requested.

25.7.3.3 Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certification is not necessary, an employee returning to work from an FMLA/CFRA leave that was taken because of the employee's own serious health condition must provide the City with a release to return to work from his or her health care provider stating that the employee is able to resume work. An employee taking intermittent leave may be required to provide a return to work release for such absences up to once every thirty (30) days if reasonable safety concerns exist regarding the employee's ability to perform his or her duties. The City may delay and/or deny job restoration until an employee provides a return to work/fitness for duty certification.

25.7.4 Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time an employee seeks leave due to a qualifying exigency arising out of the covered active duty or call to covered active duty status of a military member, the City may require that the employee provide: (1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to active duty status and the dates of the military member's covered active duty service; and (2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the City may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the City may request that the certification set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

25.7.5 Reporting Changes to Anticipated Return to Work

If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the City with reasonable notice (i.e., within two business days) of the employee's changed circumstances and new return to work date. If an employee gives the City unequivocal notice of the employee's intent not to return to work, the employee will be considered to have voluntarily resigned and the City's obligation to maintain health benefits (subject to COBRA requirements) and to restore the employee to a position will cease.

27.7.6 Substitute Paid Leave for and Unpaid FMLA/CFRA Leave

If leave is unpaid, the following requirements apply to the leave:

1. If an employee requests FMLA/PDL leave because of disability due to pregnancy, childbirth or related medical conditions, the employee must first

substitute any accrued paid sick leave for unpaid family/medical leave. An employee may make a written request to substitute accrued, unused vacation and compensatory time off hours for unpaid FMLA/PDL leave once the employee's sick leave time is exhausted.

2. If an employee requests FMLA/CFRA leave for their own serious medical condition, the employee shall first use all accrued sick leave for the unpaid family/medical leave. Once the employee has exhausted their sick time, the employee will be required to use any other paid accrued leaves, including paid vacation or compensatory time off.

3. If an employee requests FMLA/CFRA leave to care for a covered family member with a serious health condition, the employee must first substitute any accrued vacation and/or compensatory time off for unpaid family medical leave. Once the employee has exhausted their vacation or compensatory time off, the employee can use their available sick time.

4. If an employee requests leave to bond with a child, including adoption and foster care placement purposes, the employee must substitute any accrued vacation or compensatory time off for unpaid family/medical leave. The use of sick leave is not permitted for this purpose.

For purposes of this section, leave is not "unpaid" during any leave time for which an employee is receiving compensation from the State of California under the State Disability Insurance program or Paid Family Leave program, through the workers' compensation system or through the City's disability pay program. Employees will not be required to use accrued paid leaves for any time off under this policy for which they are receiving compensation under these programs. Where applicable and permitted by law, employees will be required to use vacation and/or sick leave during any waiting period applicable to these programs.

Upon written request, the City will allow employees to supplement disability insurance, paid family leave benefits, or workers' compensation benefits with accrued, unused sick leave, vacation and compensatory time off, so long as such leave accruals are used for purposes permitted by the policy which provides for the leave.

The substitution of paid time off for unpaid family/medical leave time does not extend the length of any FMLA/CFRA leave and the paid time off runs concurrently with the FMLA/CFRA entitlement.

26 Other Leaves

26.1 Unpaid Personal Leave

26.1.1 Requests for Leave

An employee who needs a leave of absence from work without pay shall file a written request with the Human Resources Department, stating the title of the employee's position, the beginning and ending dates of the requested leave and a full statement for such a request. A request for a personal leave shall be made upon forms prescribed from the City. The request shall normally be initiated by the employee, but may be initiated by the employee's supervisor or Department Head.

26.1.2 Reasons for Leave

A personal leave may be granted for the following reasons:

1. Illness or non-job related disability including pregnancy, beyond or in lieu of that covered by sick or other available leave;

2. Education or training which will benefit the City; or

3. Other personal reasons provided the needs of the City are considered.

26.1.3 Authorized Leaves of Absence

Upon written request of an employee setting forth the reasons for the request, and upon the recommendation of the Department Head, the City Manager may grant an employee holding a regular position appointment a leave of absence for a period not to exceed six (6) months. Absences of more than six (6) months require the approval of the City Council.

The Human Resources Department may grant an employee holding a regular position appointment a leave of absence without pay for a period not to exceed thirty-one (31) calendar days per calendar year.

26.1.4 Benefits While on Leave

Authorized leaves of absence without pay shall not be construed as a break in service. Rights accrued at the time leave is granted shall be retained by the employee. However, seniority, vacation leave, sick leave, holidays, increases in salary, or other City paid benefits will not be provided during the period of leave.

Unless otherwise required by law, the City is not required to maintain contributions toward group insurance programs or retirement benefits for any employee on an unpaid leave of absence. Unless otherwise required by law, the City will discontinue any employer contribution towards health, dental, disability and/or life insurance benefits if an employee is in an unpaid status on the first of any month. Instead, the employee will be permitted to continue coverage as allowed under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

26.1.5 Return from Authorized Leaves of Absence

An employee returning from a personal leave may be required to provide medical documentation indicating the employee's fitness to return. If an employee requests to return to work prior to the scheduled end of his or her leave, the employee must first request approval from the Human Resources Department at least three (3) days prior to the date of returning to work. The Human Resources Department may request substantiating evidence (e.g., medical examination or doctor's written release).

26.2 Jury Duty and Court Appearances

26.2.1 Jury Duty

An employee who is summoned to serve on a jury must notify his or her Department Head as soon as possible after receiving notice of both possible and actual jury service. A leave of absence with pay will be granted to all regular employees for the period of any actual service, including any time during which the employee must be away from work to be present in court as the result of such a summons. Other employees will receive an unpaid leave of absence. While on jury duty, any payment except travel pay, meals and lodging received by the employee as a juror shall be remitted to the City. Time spent on jury duty is not work time for purposes of calculating overtime compensation.

26.2.2 Subpoenas

An employee who is subpoenaed to appear in court in a matter regarding an event or transaction which they perceived or investigated in the course of performing their official City job duties will be permitted to appear in response to the subpoena without loss of compensation. The time spent appearing in court in response to such a subpoena will be considered work time. Any payment except travel pay, meals and lodging receiving by the employee for such service shall be remitted to the City.

26.2.3 Exception for Employee-Initiated or Non-City Related Matters

An employee who is a named party in an action unrelated to the City and its activities, who is a named party in an action against the City, or who is serving as a paid expert witness is not eligible to receive compensation for time spent related to those proceedings. In such cases, an employee may request to receive time off without pay, or may use accrued vacation or compensatory time off for time spent related to those proceedings. The time spent in such proceedings is not considered work time.

26.3 Unpaid Leave for School Visits

26.3.1 School Activity Leave

Employees who are the parent, stepparent, guardian or grandparent of a child in kindergarten or grades one (1) through twelve (12), or attending a licensed day care facility, may take leave to participate in school activities. The total time off for school activities leave cannot exceed eight (8) hours in any calendar month or forty (40) hours in any school year. Employees requesting time off under this provision must first use accrued vacation time and/or compensatory time off for school activity leave. If an employee does not have any accrued vacation and/or compensatory time off, then unpaid leave will be granted.

Employees must provide reasonable advance notice to their Department Head. Employees may be required to provide their Department Head with documentation from the child's school or licensed day care facility as proof that the employee participated in the activity on a specific date and at a specific time.

If both parents are employed by the City, the parent who first gives notice to their Department Head will be covered by the above provisions. The other parent may take time off only if the other parent obtains the approval of their Department Head.

26.3.2 Required School Attendance

If an employee is a parent, guardian or grandparent with custody of a child who has been suspended from school and/or the employee receives notice from the child's school requesting that they appear pursuant to a request made under section 48900.1 of the Education Code, the employee may take unpaid time to appear at the school. An employee is permitted to use accrued leaves (such as vacation, compensatory time off, or administrative leave; but not sick leave) when taking time off under the provisions of this Personnel Rule; otherwise, such time shall be without pay.

The employee must, prior to the planned absence, give reasonable notice to their Department Head that the employee has been requested to appear at the child's school. Employees may be required to provide their Department Head with documentation that the employee is required to appear at the school on a specific date and at a specific time.

26.4 Military Leave

26.4.1 Policy

Authorized leaves of absence for military duty shall be granted in accordance with the provisions of state and federal law, including Section 395 of the California Military and Veterans Code and the Uniformed Services Employment Reemployment Rights Act.

26.4.2 Notification Requirements

An employee entitled to military leave shall give the City Manager or designee an opportunity within the limits of the military regulations to determine when such leave shall be taken.

26.4.3 Temporary Military Leave

An employee who is a member of the reserve corps of the Armed Forces of the United States or the National Guard, or the Naval Militia shall be entitled to a temporary military leave of absence while engaged in military duty ordered for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises or like activity. Temporary military leave is available when the ordered duty does not exceed one hundred and eighty (180) calendar days, including time involved in going to and returning from that duty. An employee with at least one (1) year of City service who is on temporary military duty for purposes of inactive duty training will receive with pay during the period leave. An employee with at least one (1) year of City service who is on temporary military leave for any purpose other than inactive duty may receive up to thirty (30) days of paid military leave in a fiscal year.

26.4.4 Extended Military Leave

An employee who enlists, is ordered into active-duty service of any length or active-duty training in excess of one hundred and eighty (180) days, is ordered into active federal military duty as a member of the National Guard or Naval Militia will be granted an extended military leave. An employee with at least one (1) year of City service who is on extended military leave may receive up to thirty (30) days of paid military leave in a fiscal year.

26.4.5 Transition Period to Return to City Service

The time for an employee on military leave to return to City service is dependent on the duration of the employee's military leave. For absences of up to thirty (30) consecutive days, the service member is entitled to safe travel time from place of duty to their residence, plus eight (8) hours of rest. The service member must report to work at the beginning of their first normal shift on the first full calendar day following this period. For absences of thirty-one (31) to one hundred and eighty 180) days, the service member must return to work not later than fourteen (14) days after completing services. For absences of one hundred and eighty-one (181) days or longer, the service member must return to work not later than ninety (90) days after completing service. Employees are not eligible for military leave pay during any transition period, but can use available and accrued vacation and compensatory time off.

26.4.6 Pay While on Military Leave

Any individual who has been employed by the City for at least one (1) year and who is on an approved military leave will receive their regular salary or regular pay for the first thirty (30) calendar days of such leave in a fiscal year.

26.5 Time Off for Volunteer Firefighters, Reserve Peace Officer or Emergency Rescue Personnel

An employee who is volunteer firefighter, reserve peace officer, or "emergency rescue personnel" for an entity other than the City shall be permitted to take temporary leaves of absence, up to a total of fourteen (14) days per calendar year, to engage in fire or law enforcement training.

"Emergency rescue personnel" means any person who is an officer, employee, or member of a fire department or fire protection or firefighting agency of the federal government, State of California, a city, county, city and county, district, or other public or municipal corporation or political subdivision of California, or of a sheriff's department, police department, or a private fire department, whether that person is a volunteer or partly paid or fully paid, while they are actually engaged in providing emergency services.

An employee is permitted to use accrued leaves (such as vacation, compensatory time off, or administrative leave; but not sick leave) when taking time off under the provisions of this Personnel Rule; otherwise, such time off shall be without pay.

Except in cases of emergency, employees must provide notice to their supervisor or the Department Head prior to utilizing leave under this policy.

26.6 Time Off for Voting

If an employee does not have sufficient time outside of working hours to vote in a statewide election, they may, without loss of pay, take off sufficient working time to vote. This time should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from working, unless otherwise mutually agreed. An employee will be allowed a maximum of two (2) hours of voting leave on election day without loss of pay. If time off for voting is required, the employee must notify their supervisor of the need for leave at least two (2) working days prior to the election day.

26.7 Lactation Leave

The City shall provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid.

The City shall make a reasonable effort to provide the employee with the use of a room or other location (other than a bathroom) in close proximity to the employee's work area so that the employee may express milk in private. If the City is unable

to provide a permanent lactation room, a temporary lactation location will be set up upon request and in compliance with the law.

26.8 Workers' Compensation Leave

Employees injured in the performance of their duties shall be eligible for all rights, privileges and compensations provided for under the City's workers' compensation plan.

26.9 Leave for Victims of Violent Crimes or Domestic Violence

An employee who has been the victim of a violent crime or domestic violence may take time off to:

1. Appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding;
2. Seek medical or psychological assistance; or
3. Participate in safety planning to protect against further assaults.

An affected employee must give the City reasonable notice that they are required to be absent for a purpose stated above. In cases of unscheduled or emergency court appearances or other emergency circumstances, the affected employee must, within a reasonable time after the appearance, provide the City with written proof that the absence was required for any of the above reasons. Leave under this section is unpaid, except that an employee may be permitted to use accrued vacation, compensatory time off, and/or sick leave consistent with City policy.

26.10 Return from Leave

An employee who has been on a leave of absence due to injury or illness is expected to report to work upon being medically released to return to duty. This includes reporting when the employee has been released for modified duty. If an employee is released to return to modified duty, the City will determine if there is any modified duty available. If an employee is offered modified duty and they decline the offered work, the employee may be permitted to use accrued vacation or compensatory time off. The employee will not be permitted to use sick leave or administrative leave.

26.11 Failure to Return from Leave

Failure of an employee to return to work upon the end of any authorized or approved leave of absence will be deemed job abandonment under these Rules.

26.12 Holidays

Unless provided in a memorandum of understanding, written employment contract or pursuant to a resolution adopted by the City Council, no employee will receive paid holidays or additional compensation for performing work on a holiday.

26.13 Vacation Leave

Unless provided in a memorandum of understanding, written employment contract or pursuant to a resolution adopted by the City Council, no employee will accrue paid vacation.

26.14 Bereavement Leave

Unless provided in a memorandum of understanding, written employment contract or pursuant to a resolution adopted by the City Council, the use of paid leave up to three days and/or unpaid leave up to five days in the case of the death of an immediate family member including spouse, domestic partner, children, parents, grandparents, grandchildren, brothers, sisters, step-children, step-parents, half-brothers, half-sisters, fathers-in-law, and mothers-in-law. The leave must be used within six months of the date of death. Employees may utilize accrued leave for the remaining two days. The City may request certain documentation to be provided within 30 days of that death.

Effective the first pay period in 2024, the City will provide unpaid leave up to five days following a reproductive loss event, which includes the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

If an employee experiences more than one reproductive loss event within a 12-month period, the City will grant employees up to 20 days of reproductive loss within a 12-month period. Employees may utilize accrued leave, including accrued and available paid sick leave.

27 Equal Employment Opportunity

The City is an equal opportunity employer. The City prohibits discrimination against employees or applicants for employment on the basis of race, religious creed, color, ancestry, national origin, sex, age, political opinion, physical disability, medical condition, sexual orientation, marital status or religious affiliation or any other basis protected by law. The City will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline and termination. Employees who believe they have experienced any form of employment discrimination are encouraged to report this immediately, using the complaint procedure in Rule 29.

28 Reasonable Accommodations

28.1 Accommodation of Individuals with Disabilities

The City recognizes and supports its obligation to reasonably accommodate job applicants and employees with disabilities who are able to perform the essential functions of the position, with or without reasonable accommodation. The City will provide reasonable accommodation to otherwise qualified job applicants and employees with known disabilities unless doing so would impose an undue hardship on the City or pose a direct threat of substantial harm to the employee or others.

An applicant or employee who believes he or she needs a reasonable accommodation of a disability should discuss the need for possible accommodation with the Human Resources Director or designee. Upon receiving an accommodation request, the City shall engage in a timely interactive process with the employee to identify possible reasonable accommodations.

28.2 Accommodation of Religious Beliefs and Practices

The City recognizes and supports its obligation to reasonably accommodate job applicants and employees with religious beliefs or practices who are able to perform the essential functions of the position, with or without reasonable accommodation. The City will provide reasonable accommodation to otherwise qualified job applicants and employees, unless doing so would impose an undue hardship on the City.

An applicant or employee who believes he or she needs a reasonable accommodation of a religious belief or practice should discuss the need for a possible accommodation with the Human Resources Director or designee.

29. Prohibition Against Harassment, Discrimination, and Retaliation

29.1 Policy Statement

The City is committed to providing all employees, applicants, officers, officials, volunteers, interns and contractors with a workplace that is free from harassment, discrimination or retaliation from any individual as defined in this policy. The City does not tolerate and prohibits harassment, discrimination or retaliation on the basis of race, religious creed, color, sex, national origin, ancestry, gender, gender identity, gender expression, sexual orientation, marital status, age, disability, medical condition as defined by state law (cancer or genetic characteristic), military service and veteran status, pregnancy, childbirth and related medical conditions, or any other basis protected by applicable state, federal or local law. Any violation of this rule will lead to disciplinary action, up to and including termination. Discrimination, harassment and retaliation are also prohibited by law.

29.2 Rule Coverage

The City's rule against harassment, discrimination and retaliation prohibits elected officials, appointed officials, officers, employees, volunteers, interns and contractors from harassing or discriminating against applicants, officers, officials, employees, volunteers, interns, contractors, and members of the public because: (1) of an individual's protected characteristic; (2) of the perception that an individual has a protected characteristic; or (3) the individual associates with a person who has or is perceived to have a protected classification.

29.3 Definitions

29.3.1 Protected Characteristic

Protected characteristic refers to an employee's race, religious creed, color, sex, national origin, ancestry, gender, gender identity, gender expression, sexual orientation, marital status, age, disability, medical condition as defined by state law (cancer or genetic characteristic), military service and veteran status, pregnancy, childbirth and related medical conditions, or any other basis protected by applicable state, federal or local law.

29.3.2 Discrimination

Discrimination is defined as treating an individual differently or granting a benefit to an individual because of the individual's protected characteristic.

29.3.3 Harassment

Harassment is defined as unwelcome conduct that creates an intimidating, offensive or hostile work environment that interferes with work performance and which is taken because of any protected characteristic. Harassing conduct denigrates or shows hostility or aversion towards an individual because of a protected characteristic. Harassing conduct can be:

- Verbal, including slurs, jokes, insults, epithets, gestures or teasing;

- Graphic, including offensive posters, symbols, cartoons, drawings, computer displays, or e-mails; and/or
- Physical, including physically threatening another, blocking someone's way or touching.

Such conduct violates this rule, even if it is not unlawful. To ensure compliance with this rule, employees are expected to behave in a professional and respectful manner at all times.

29.3.4 Sexual Harassment

Sexual harassment can include harassing conduct as defined above, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature. Examples of conduct that violates this policy include:

- Unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement;
- Requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
- Obscene or vulgar gestures, posters, or comments;
- Sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies;
- Propositions, or suggestive or insulting comments of a sexual nature;
- Derogatory cartoons, posters, and drawings;
- Sexually explicit emails or voicemails;
- Uninvited touching of a sexual nature;
- Unwelcome sexually-related comments;
- Conduct or comments consistently targeted at only one gender, even if the content is not sexual; or
- Teasing or other conduct directed toward a person because of the person's gender.

All such conduct is unacceptable in the workplace and in any work-related setting, such as work-related trips and work-related social functions, regardless of whether the conduct is engaged in by an employee, official, contractor, vendor, or other third-party.

29.3.5 Retaliation

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to: shunning and avoiding an individual who reports harassment, discrimination or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; and denying employment benefits

because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process described below.

29.4 Reporting Procedures

An applicant, employee, officer, official or contractor who feels he or she has been harassed, discriminated against or retaliated against in violation of this Rule should report the conduct immediately to either a supervisor, a Department Head, the Human Resources Director or the City Manager. Any supervisor or Department Head who receives a complaint alleging a violation of this policy must in turn direct the complaint to the City Manager or designee who will determine what level of investigation and response is necessary.

The City will promptly investigate the facts and circumstances of any claimed violation of this Rule. To the extent possible, the City will endeavor to keep the reporting employee's concerns confidential. Complete confidentially may not be possible in all circumstances due to the need to fully investigate potential violations of this Rule and take effective remedial action.

Upon receipt of a complaint of a potential violation of this Rule, the City Manager or designee will be responsible for coordinating a thorough investigation (unless they are named in the complaint). The City Manager or designee may coordinate the investigation with the complainant's Department Head and may hire an outside investigator if deemed appropriate. The type of investigation undertaken, and the party chosen to conduct the investigation will depend on the nature of the complaint made and will be determined by the City Manager or designee. The City Manager or designee may take interim action, such as placing the alleged perpetrator on paid administrative leave or transferring the alleged perpetrator. If the complaint is made against the City Manager, the Mayor or the Mayor's designee will be responsible for coordinating the investigation.

During the investigation, the investigator will generally interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the City shall determine if this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The City will inform the complainant and the accused of the results of the investigation.

If it is determined that conduct occurred in violation of this Rule, the City will take corrective measures, if the City determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, who the City determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination.

29.5 Dissemination of Policy

All City officials, officers, employees, volunteers and interns shall receive a copy of this policy when they are hired. The policy may be updated from time to time and, as such times, will be redistributed to all employees.

30 Workplace Violence Policy

30.1 Policy Statement

The City is committed to providing a safe and secure workplace for employees. The City will not tolerate intimidating behavior, bullying, or acts or threats of violence in the workplace or while on City business from any individual. This rule applies to all City employees, officers, elected officials, volunteers and contractors. Any violation of this rule will lead to disciplinary action, up to and including termination.

30.2 Definitions

30.2.1 Assault

Assault is defined as attacking someone physically or verbally, causing bodily or emotional injury, pain, and/or distress. This may or may not involve the use of a weapon and includes actions such as: striking, hitting, punching, pushing, poking, kicking, grabbing, or pinching another person.

30.2.2 Bullying

Bullying is defined as unreasonable behavior that generally is persistent, and that demeans, intimidates and humiliates one or more employees or member of the public. Bullying can take many forms and includes, but is not limited to: slandering, ridiculing or maligning a person or their family; persistent name calling which is hurtful, insulting or humiliating; using a person as the butt of jokes, verbal assault, making non-verbal threatening gestures, and socially or physically excluding or disregarding a person in work-related activities. Such conduct can also occur via use of electronic or telephone communications, such as the internet, email, blogs, text messages, or misuse of cameras and/or recording equipment.

30.2.3 Intimidating Behavior

Intimidating behavior is defined as threats or other conduct that is intended to or can reasonably result in causing others to be afraid for their safety. Intimidation includes forcing a person into or deterring a person from taking some action by inducing concerns for their safety by means of any physical action, gesture and/or verbal comment.

30.2.4 Prohibited Weapon

The phrase “prohibited weapon” means

- Any loaded or unloaded firearm, even if the person has a valid permit for a concealed weapon.
- Any dangerous weapon such as switchblade knives, clubs, or metal knuckles.
- All knives with a fixed or fixable blade exceeding four (4) inches.
- BB or pellet guns, CO2 or spring action, spot marker or paint guns.

- Laser guns, stun guns, tasers, or unauthorized tear gas weapons, except that pepper spray, mace and similar small spray devices may be possessed for self-defense pursuant to Penal Code section 12403.7.
- Any “generally prohibited weapon” as defined by Penal Code Section 16590.

30.2.5 Threat

A threat is defined as any action (verbal, written or physical) that could be interpreted by a reasonable person as conveying intent to cause harm to a person or property. This includes threats that are made in jest but which others could perceive as serious.

30.2.6 Violence

Violence is defined as an action, whether verbal, written, or physical aggression, that is intended to cause, or is capable of causing injury to oneself or another, emotional harm, or damage to property.

30.2.7 Workplace

Workplace is defined as anywhere a City employee is conducting authorized City business, including but not limited to, vehicles en route to and from a location where City business is, will be, or has been conducted; all City-owned buildings, properties, garages, and parking facilities; and any work space occupied by City employees, whether or not the space is owned or leased by the City.

30.3 Prohibited Behavior

All employees, officials, officers, volunteers and City contractors are required to treat each other and customers with dignity and respect. To that end, all employees, officials, officers, volunteers and City contractors are prohibited from engaging in any of the following conduct in the workplace:

1. Assaulting or threatening another person.

2. Engaging in violence or making threats of violence directed at another person.

3. Engaging in intimidating behavior directed at another person, including but not limited to loud, disruptive, or angry behavior or language.

4. Engaging in bullying of another person.

5. Intentionally damaging City property or the property of another.

6. Threatening to damage City property or the property of another.

7. Throwing or kicking objects.

8. Fighting or challenging another person to a fight.

9. Being in possession of a prohibited weapon at any City workplace or in connection with the conduct of City business without regard to location, except that this prohibition shall not apply to any law enforcement officer or other City employee who is required by the City to carry one or more prohibited weapons in order to perform the duties of his or her position so long as the prohibited weapon is only used as authorized and in the performance of the employee's official duties.

10. Violating any law related to carrying a legal self-defense weapon.

30.4 Procedures for Responding to Acts of Workplace Violence

30.4.1 Immediate Steps

If an act or altercation constitutes an emergency – **CALL 911 IMMEDIATELY**. After the authorities have been contacted, immediately contact a supervisor, Department Head, Human Resources Department or City Manager. In situations that are not emergencies, employees should contact their immediate supervisor, Department Head, Human Resources Department, or City Manager. All reports of potential violations of this rule must be reported to the Human Resources Department.

Employees responding to an actual or potential act of violence should do their best to remain calm and not escalate the situation. Employees should not try to shout down the other person or make any aggressive moves towards the other person, including but not limited to, unnecessary use of defensive sprays or defensive weapons or take any unnecessary action that may result in injury to themselves or others.

30.4.2 Investigation

Upon receipt of a report of a potential violation of this policy, the Human Resources Department shall immediately undertake or direct an investigation into the allegations at issue. The investigation will typically include, but may not be limited to, interviews with reporting individual, the accused, and any other individual who are believed to have relevant knowledge concerning the allegations. All witnesses will be admonished that retaliation against those who participate in the investigation process is prohibited.

30.4.3 Corrective Action and Discipline

Any employee determined to have violated this rule will be subject to appropriate disciplinary action, up to and including termination. Disciplinary action may also be taken against any employee who knowingly condones or ignores a potential violation of this policy or otherwise fails to take appropriate action to enforce this rule. Any contractor found to be responsible for violating this rule will be subject to appropriate sanctions.

30.5 Protective and Restraining Orders

The City reserves the right to seek a “stay away” or restraining order against any person who violates this policy to the fullest extent allowed by law. The City may also seek a restraining order against individuals who are not City employees who pose a threat to City employees or others conducting business on City property.

Employees who have previously sought a restraining order against an individual and/or are protected by an existing order, should provide to their Department Head and the Human Resources Department: (1) a copy of the petition or application and declarations used to seek the order; (2) a copy of any temporary protective or restraining order which is granted; and (3) a copy of any protective or restraining order which is made permanent. Employees should inform the Human Resources Department or their Department Head of any violations or attempted violations of the order and any changes to the order. Employees must also inform their Department Head and the Human Resources Department when the order is lifted.

30.6 Searches

The City may need to conduct searches for purposes of enforcing this policy, to the extent allowed by law. The discovery of any violation of this policy during a search will result in disciplinary action, up to and including termination. The discovery of any violation of any other City policy as a result of a search will also result in disciplinary action, up to and including termination. Any illegal activity discovered during a search is subject to referral to the appropriate law enforcement authorities.

30.7 Responsibilities

30.7.1 Individual Employees, Contractors and Volunteers

Every City employee, official, officer, appointed officer, contractor and volunteer is required to:

1. Conduct themselves consistently with this workplace security rule and restrain from engaging in any threatening or bullying behavior in the workplace;
2. Refrain from engaging in any acts of violence in the workplace;
3. Immediately report any potential violation of this policy to a supervisor, Department Head, Human Resources Department, and/or the City Manager. Failure to report any known threats, acts of violence or other violation of this policy may result in disciplinary action; and
4. Report to their supervisors, Department Head, Human Resources Department, and/or City Manager, any situations that occur outside the workplace which may affect workplace security (e.g., instances where protections orders have been issued, threats occurring outside the workplace, physical violence by a co-worker or any individual that could impact the workplace.)

5. Cooperate with any investigation into potential violations of this policy conducted by the City by responding fully and truthfully to all questions posed during the investigation; and
6. Maintain the confidentiality of any investigation conducted by the City under this policy by not disclosing the substance of any investigatory interview, except as directed by their Department Head or with official legal and/or union representation as allowed under local, state or federal laws.

30.7.2 Elected and Appointed Officials, Department Heads, Managers and Supervisors

In addition to the responsibilities listed above for all employees, all elected officials, appointed officials, officers, Department Heads, managers and supervisors are responsible for the following:

1. Be familiar with this policy and model behavior that is consistent with it;
2. Inform all employees, contractors and volunteers under their direction of this policy and its complaint procedure;
3. Immediately report any potential violation of this policy to the Human Resources Department and/or City Manager;
4. Receive complaints that allege violations of this policy in a fair and serious manner, document steps taken to resolve the problem, and follow up with the complaining employee to ensure that the employee feels safe and there has been no further violation of this policy;
5. Ensure compliance by employees, contractors and volunteers under their direction with the provisions of this policy;
6. Implement appropriate disciplinary action based upon the findings of any investigation conducted pursuant to this policy;
7. Regularly monitor the work environment and take immediate and appropriate action to potential and actual violations of this policy; and
8. Participate in periodic training and schedule employees for training.

30.8 Record Keeping

The Division of Occupational Safety and Health (known as Cal OSHA) requires entry on the Injury Illness Log of any injury which requires more than first aid, is a lost time injury, requires modified duty or causes loss of consciousness. Assaults should be entered on the log and any required reports shall be kept of each recorded assault.

31 Alcohol and Drug-Free Workplace

31.1 Policy Statement

The City is committed to providing a safe and healthy work environment for employees. It is also the City's goal to provide the best service possible to the public. To achieve these goals, the City is committed to providing an alcohol and drug-free workplace. The City has adopted this policy governing the use, possession and sale of drugs and alcohol by its employees.

This policy prohibits the manufacture, use, possession, distribution, trade, and/or offer for sale of alcohol, illegal drugs or intoxicants. This policy applies during all working hours, lunch hours and whenever conducting business or representing the City, while on-call, on-standby, and on or off City property including vehicles. This policy applies to any individual who conducts business for the City, is applying for a position with the City, or conducts business on the City's property. This policy also applies to all City employees, appointed and elected officials, volunteers, interns, consultants, contractors, and those under the control of contractors.

31.2 Prohibited Substances

31.2.1 Alcohol

Employees may not use, be under the influence, or possess alcohol under any of the following circumstances: while on City property, while performing their duties (whether or not on City property) or while on City time when alcohol would impair, to any extent, the employee's ability to perform their duties or to operate any City equipment. "Alcohol" is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol.

31.2.2 Drugs or Controlled Substances

No employee shall possess, use, sell, transfer, manufacture, purchase or transport drugs or attempt to do so or report to work with drugs in his or her system. No employee shall possess, use, sell, transfer, manufacture, purchase or transport prescription drugs, or attempt to do so, or report to work with prescription drugs in his or her system, unless the prescription drug has been lawfully prescribed to the employee. "Drug" or "drugs" are defined as any controlled substance that is not legally obtainable under state or federal law, or a prescription drug obtained or used without benefit of a prescription by a licensed physician. "Drug" or "drugs" includes medicinal or recreational marijuana, regardless of whether the marijuana was lawfully obtained under state law.

31.2.3 Prescription Drugs

No prescription drug shall be possessed or used by an employee other than the employee for whom the drug is prescribed by a licensed medical practitioner. A prescription drug shall be used only in the manner, combination, and quantity prescribed. "Prescription drug" is defined as any substance that can be lawfully

obtained or possessed pursuant to a prescription by a licensed physician. Prescription drug does not include medicinal marijuana.

Employees shall ask the prescribing physician and/or in the case of a medication available over-the-counter, review product packaging, to determine whether the use of a prescription drug or over-the-counter medication may impair their ability to perform normal job duties or to safely operate City equipment. An employee taking any over-the-counter medication or prescription drug marked “do not drive,” “do not operation heavy equipment,” or similarly labeled, shall inform the appropriate supervisor or the Human Resources Department of the use of the medication or drug prior to reporting for duty. When informing a supervisor and/or the Human Resources Department, the employee should not identify the name of the medication being used or the reason for its use.

The City will then evaluate and respond to this information on a case-by-case basis. The appropriate supervisor, in conjunction with the Human Resources Department, shall determine whether the employee may work, full duty or light duty, based on the written opinion of the employee’s medical provider that the use of the medication may impair the employee’s ability to perform specific duties. Upon determination that an employee is unable to safely perform his or her normal duties, or that a modified work assignment is not available, an employee may be directed not to work and to return home on paid leave or other leave as appropriate. In the event there is a question regarding an employee’s ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified treating physician may be required.

An employee’s failure to provide any notice required under this section in a timely manner can result in discipline, up to and including termination.

31.3 Prohibited Conduct

City employees and officials are prohibited from the following acts:

1. Being under the influence of, or in possession of alcohol, drugs, or controlled substances when reporting for work.
2. Ingesting, injecting, or otherwise using alcohol, drugs, or controlled substances while performing job duties, except in accordance with Section 31.2.3 above regarding prescription drugs and/or over-the-counter medications where applicable.
3. Being under the influence of alcohol, drugs, or any controlled substances while subject to being called to duty, including stand-by time.
4. Performing a safety-sensitive function within four (4) hours of using alcohol or while using alcohol.
5. Directly, or through a third party, manufacturing, selling, distributing, dispensing, otherwise attempting to manufacture, sell, or distribute alcohol, drugs, or controlled substances during work hours, including rest breaks, or while on City property.

6. Use of City property or premises to manufacture, sell, or distribute alcohol, drugs, or controlled substances.
7. Absence or tardiness as a result of having been under the influence of alcohol, drugs, or uncontrolled substances during non-work time.
8. Refusing to submit immediately to any alcohol, drug, or controlled substance test required by this policy when directed by the City. Refusal includes but is not limited to:
    a. A refusal to provide a urine sample for testing;
    b. An inability to provide a urine sample without a valid medical explanation;
    c. A refusal to complete and sign a testing authorization form;
    d. An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;
    e. Tampering with or attempting to adulterate or substitute a urine specimen;
    f. Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested;
    g. Obstructing the collection procedure or testing process in any way; or
    h. Leaving the scene of an accident involving a City vehicle or during working hours without a valid reason as to why authorization from a supervisor or manager was not obtained.
9. Consuming alcohol during the eight (8) hours immediately following an accident or drugs or controlled substances during the thirty-two (32) hours immediately following an accident in which the employee was involved, or until the employee undergoes a post-accident alcohol or drug test, whichever occurs first.
10. Refusal to submit to a search of personal properties when directed by the City, upon reasonable suspicion and in accordance with any applicable laws.

Whenever the City has reason to believe that federal, state or local drug laws are being violated, the City may refer the matter to the appropriate law enforcement agency for investigation and possible criminal prosecution.

31.4 Conviction of a Drug Statute

To fulfill its obligations under the Federal Drug-Free Workplace Act of 1988, the City requires that any employee who is convicted of any criminal drug statute, for a violation occurring in the workplace, provide written notice of that conviction to the City Manager no later than five (5) calendar days after the conviction. In case of such conviction, the City may take appropriate personnel action up to and including termination or require the employee to satisfactorily participate in and complete a substance abuse assistance or rehabilitation program. Any employee who fails to provide this notice will be subject to discipline, up to and including termination.

The City shall encourage employees affected by substance abuse or addiction to seek professional help voluntarily at an early stage. However, if an employee is found to be using or under the influence of alcohol or drugs in the workplace, the employee will be subject to appropriate disciplinary action, up to and including termination.

31.5 Pre-Employment Testing

The City requires certain job applicants to take a drug and alcohol test after a conditional job offer has been given. Those applying for certain positions within the City, including jobs classified by the City as safety-sensitive positions, may be required to take and pass a mandatory drug and alcohol test as soon as practical following their acceptance of an offer of employment that is conditioned upon passing a pre-employment physical and/or drug/alcohol test.

Any external job applicant who refuses to submit to testing, or attempts to tamper with or adulterate a test sample, will be considered to have refused to participate in the testing process and shall not be hired. In addition, the applicant will not be considered for employment for a safety-sensitive position for one (1) year from the applicant's refusal to participate in the testing process.

Any external job applicant who tests positive for drugs and/or alcohol or unauthorized prescription drug use shall not be hired. In addition, the applicant will not be considered for employment for a safety-sensitive position for one (1) year from the applicant's last positive drug test as stated in recruitment and selection documentation.

31.6 Reasonable Suspicion Testing

If a trained Department Head or supervisor has reasonable suspicion to believe that a City employee is under the influence of alcohol and/or controlled substances in violation of this policy, after consultation with the City Manager or the Human Resources Director, the trained Department Head or supervisor may require the employee to submit to an alcohol and/or drug test. An employee's refusal to submit to such a test is cause for discipline, up to and including termination.

The decision to require an employee to submit to a reasonable suspicion alcohol and/or drug test shall be based on a trained individual's determination that reasonable suspicion exists that the employee is in violation of this policy. The determination must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, and speech or body odors of the employee. Such observations can include the employee's activity or inactivity, equilibrium, attention span, mental and physical reactions, slurring of speech, physical or verbal altercation, unfocused vision, odor of intoxicants on the breath or clothing of the employee or information obtained from a reliable person with personal knowledge of the work or other conduct or behavior of the employee which would lead a reasonable person to believe, based on observation, that the employee is under the influence of drugs and/or alcohol. The observations may

also include indications of the chronic or withdrawal effects of controlled substances. If possible, the Department Head or supervisor will obtain the assistance of another trained individual or witness to observe and document the above behavior factors.

The Department Head or supervisor shall arrange to safely transport employees who refuse to submit to testing home. If the employee refuses to accept the arrangements to transport the employee home, or if the employee insists on driving their own vehicle, and, in the trained individual's judgment, the employee is not in a condition to operate a vehicle safely, the Department Head or supervisor has the discretion to summon law enforcement or medical assistance to assist in the safe transport of the employee off City property.

Pending the outcome of an alcohol or drug test, an employee will be assigned to appropriate duties until test results are received unless, in the Department Head's judgment, the continued presence of the employee at a City workplace poses a significant safety risk to themselves, other City staff or members of the public, or is disrupting the workplace. In that event, the Department Head or designee shall arrange to safely transport the employee home and the employee shall be placed on paid administrative leave pending receipt of test results.

The Department Head or supervisor who observes the employee's behavior on which reasonable suspicion testing is based must have received at least sixty (60) minutes of training on alcohol abuse and an additional sixty (60) minutes of training on controlled-substances abuse. The training must cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. The person who decides that reasonable suspicion exists to conduct a controlled substance test shall not conduct the controlled substance test of the employee.

If an alcohol test is not conducted within two (2) hours of the observation, the Department Head must prepare and maintain a record stating the reasons the alcohol test was not promptly administered. No alcohol test may be administered if eight hours have passed following the observation.

A written record must be made of the observations leading to a controlled substance reasonable suspicion test, and signed by the supervisor or Department Head who made the observations, within twenty-four (24) hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier.

31.7 Post-Accident Testing

Post-accident drug and alcohol testing may be conducted on employees following an accident. An "accident " is defined as an occurrence involving a City vehicle, a private vehicle being driven on City business, or operation of power equipment that results in 1) a fatality; 2) injury to a person requiring immediate treatment at a

medical facility, except for minor injuries such as muscle strains, sprains, minor lacerations, or abrasions; 3) receipt of a citation under State or local law for a moving traffic violation arising from the accident; or 4) disabling damage to any vehicle licensed for operation on a public roadway.

An employee shall notify their supervisor (or any on-duty supervisor if their supervisor is not on duty or not available) and their Department Head immediately following an accident. The employee shall refrain from using alcohol for eight (8) hours following the accident or until the employee undergoes a post-accident alcohol test or a supervisor determines that a post-accident alcohol test is not required as provided below. Any employee leaving the scene of an accident without appropriate authorization prior to submitting to an alcohol or drug test or without being released by the supervisor will be considered to have refused the test. If all efforts to contact a supervisor while at the scene of an accident have been exhausted and have failed, the employee should contact police dispatch to request law enforcement assistance and, upon clearance by law enforcement, report back to City Hall and remain there until a supervisor, Department Head or the City Manager have been contacted.

The supervisor at the site of an accident should:

1. Attend to any emergency needs of any injured persons.
2. Take the employee involved in the accident aside and give the employee a direct verbal order to stand by at the site until the supervisor has determined if the accident is one requiring a post-accident alcohol or drug test.
3. Evaluate the accident to determine whether a post-accident test is required under this policy and document with written notes the supervisor's decision to require or to not require a post-accident drug or alcohol test.

If the supervisor at the accident site affirms that a post-accident alcohol or drug test of the employee is required, the supervisor should take the following steps:

1. Inform the employee that the test is required by this policy.
2. Arrange for transport of the employee to the designated collection site to take the necessary tests. The person transporting the employee will stay with the employee, verify the employee's identification at the collection site, and later return the employee to the employee's reporting station.
3. Ensure that the employee does not perform any safety-sensitive duties until the employee is cleared by the post-accident test results. The supervisor should ensure that the employee involved in the accident does not operate the vehicle any further. If necessary, the supervisor will move the vehicle or request another employee not involved in the accident to do so.

If the supervisor at the site of the accident determines that the accident does not meet the criteria for a post-accident alcohol or drug test, the employee may continue to perform their job duties.

If an employee is taken into police custody at the site of an accident and tested for being under the influence of alcohol and/or a controlled substance, and the site supervisor has affirmed that the accident is one requiring post-accident alcohol and/or drug testing, the City will rely on the results of the police tests in lieu of additional alcohol and drug test administered by the City.

If a post-accident test is required, the employee will be tested as soon as possible. Testing should be completed within two (2) hours where feasible and should not exceed eight (8) hours for an alcohol test and thirty-two (32) hours for a drug test.

If a post-accident alcohol test is not administered within two (2) hours following the accident, the supervisor shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If the alcohol test is not administered within eight (8) hours, the City shall cease attempts to administer an alcohol test and shall prepare and maintain the same record.

If a post-accident drug test is not administered within thirty-two (32) hours following the accident, the City shall cease attempts to administer a drug test and shall prepare and maintain on file a record stating the reasons the test was not properly administered.

31.8 Department of Transportation Testing for Safety Sensitive Positions

In addition to the above requirements, applicants for and employees in safety-sensitive positions, as defined by the Department of Transportation, shall be subject to pre-employment, reasonable suspicion, post-accident, random and other testing as required under federal law. The City Manager or designee is responsible for overseeing the City's compliance with Department of Transportation regulations for the drug and alcohol testing of safety-sensitive employees. Employees in safety-sensitive positions will be provided with a copy of the City's administrative order for alcohol and drug testing requirements for commercial motor vehicle drivers.

31.9 Employee Assistance

The Employee Assistance Program ("EAP") is available to assist employees who may have a drug and/or alcohol problem. The City encourages employees who have a drug and/or alcohol problem to seek confidential assistance from the EAP. An employee is responsible for seeking assistance before the employee's drug and/or alcohol problem leads to a violation of any City drug and/or alcohol policy, or before the employee is asked to submit a reasonable suspicion drug and/or alcohol test. The City shall not take adverse action against an employee making such an admission as long as the employee has not self-identified in order to avoid testing under federal regulations or the City's policies. An employee's voluntary disclosure of a substance or alcohol abuse problem will not terminate any investigation, criminal or administrative, initiated prior to the disclosure.

Employees must request a leave of absence if time off from work is necessary for any treatment or rehabilitation services, whether or not covered by the employee's medical plan. An employee who voluntarily discloses a drug and/or alcohol problem and requests time off to obtain treatment for a drug and/or alcohol problem will not be automatically terminated by the City. Employees who request time off for treatment or rehabilitation services may be permitted to use accrued sick, vacation or other paid leave for approved absences. In addition, such employees may also be eligible for leave under the Family Medical Leave Act and/or the California Family Rights while receiving treatment. Any costs for treatment or rehabilitation services are the sole responsibility of the employee.

31.10 Violations of this Rule

Any employee who engages in an act prohibited by any part of this rule will be subject to disciplinary action, up to and including termination. In appropriate circumstances and solely within its discretion, the City may consider the employee's commitment to recovery and/or the employee's agreement to enter into an Employer-Employee contract or "Last Chance Agreement" detailing conditions of continuing employment as a mitigating factor in assessing the appropriate disciplinary action. The City reserves the right to terminate the employment of any employee who is unable to perform the essential functions of their job after the City has complied with any duty it may have to reasonably accommodate the employee's disability. An employee who refuses to obey an order to take an alcohol or drug test pursuant to this rule will be terminated.

31.11 Confidentiality

All controlled substance or alcohol test results shall be kept confidential and not subject to disclosure except as provided in this policy or otherwise required by state or federal law.

31.12 Alcohol and Drug-Free Awareness

The City shall distribute and explain this policy to all current employees, new employees, volunteers, and contractors.

32 Smoking

Smoking, including the use of electronic cigarettes, is prohibited in all City-owned or leased buildings and in any City vehicle. Smoking is also prohibited within twenty (20) feet of entrances, exits, or operable windows of City-owned or leased buildings.

33 Use of City Vehicles or Driving While on City Business

33.1 Use of City Vehicles

Supervisors will attempt to coordinate work so that City vehicles are available and operational for the performance of City work. Except as otherwise provided in this policy, City owned and City-leased motor vehicles are to be used only for City business, and are to be stored in prescribed locations when not in use.

City-owned and City-leased vehicles are to be operated only by City employees. Persons not having business with the City shall not be permitted to ride in City-owned and City-leased vehicles.

Before operating a City vehicle, the vehicle operator should verify that the vehicle is in good operating condition before embarking on a trip. Any employee operating a City-owned vehicle, regardless of frequency, is responsible for the proper care and operation of that vehicle while under the employee's control. Any defects or mechanical issues involving a City-owned vehicle must be reported immediately to the employee's supervisor and the Fleet Manager.

Any vehicle damage to a City-owned vehicle beyond normal wear and tear or that includes defects affecting the safe operation of the vehicle must be documented and reported immediately to the employee's supervisor and the Fleet Manager. Damage sustained to a privately-owned vehicle while being used for City business shall be the responsibility of the employee/owner.

33.2 Use of Personal Vehicles

If an employee is authorized by the Department Head or designee, to use their personal vehicle in the performance of City work, reimbursement will be on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines that are in effect at the time that the mileage was incurred, unless otherwise required by law. Employees are responsible for requesting mileage reimbursement in accordance with City policy. Proof of adequate insurance covering collision, personal injury and property damage must be provided upon request. Employees conducting City business in their personal vehicle shall carry only those persons associated with said business while performing work on behalf of the City.

33.3 Driver's License

Any employee driving either a City vehicle or authorized to use a personal vehicle in the performance of City business is required to have a valid driver's license. Employees who may be assigned work entailing the operation of a City vehicle will be required to submit to a Department of Motor Vehicles driving record check as a condition of employment. This records check shall be processed by the Human Resources Director or designee. A report indicating a suspended or revoked license status or indicating an unsafe driving record may be cause to deny or terminate employment.

Periodic checks of employee's drivers' licenses through visual and formal Department of Motor Vehicles review checks shall be made by the Human Resources Director or designee. Any employee who does not hold a valid driver's license will not be allowed to operate a City vehicle until such time as they obtain a valid license and may be subject to disciplinary action.

Any employee performing work which requires the operation of a City vehicle must notify their immediate supervisor in those cases where their license is expired, suspended or revoked and/or who is unable to obtain an occupational permit from the Department of Motor Vehicles. Any employee who fails to report such revocation or suspension to their supervisor and continues to operate a City vehicle shall be subject to the full range of disciplinary action, up to and including dismissal from employment.

33.4 Special Licenses

Employees operating City vehicles are to comply with applicable federal, state and local laws governing the safe operation of said vehicles. If the use of City vehicles requires the operator to secure special licenses and/or permits, the City will pay for those licenses and/or permits. If medical costs are incurred in the acquisition of said licenses and/or permits, the City shall pay that portion not covered by the employee's health insurance provider.

33.5 Long-Term Assignments

The City Manager may assign certain City-owned vehicles on a long-term basis to certain named City employees. Such assignment may be revoked with or without prior notice by the City Manager.

33.6 Vehicle Safety

Any individual operating a motor vehicle in the performance of City business shall obey all federal, state and local laws. It is the responsibility of the vehicle operator to ensure that all persons in the vehicle use seat belts and have them properly adjusted before starting the engine.

Safe driving practices, as well as the California Vehicle Code, require the use of a hands-free device while using cellular telephones during the operation of a motor vehicle. Employees shall not send or review text messages or emails while operating City vehicles or privately-owned vehicles on City business. Employees shall not operate laptop computers, navigational devices, or any other device that may cause vehicle operator distraction while operating a vehicle in the course of conducting City business. Employees shall either park vehicles or use a hands-free device when using such equipment. With the exception of extraordinary circumstances, operators of authorized emergency vehicles are to comply with this hands-free requirement while driving.

When cargo, materials or tools are being transported, the vehicle operator is

responsible for ensuring that all items are properly secured. No person shall be allowed to ride on running boards, fenders, hoods, tailgates, beds or other locations of the vehicle not designated or approved by the vehicle manufacture for passenger seating. An exception to this shall be vehicles designed and equipped for passengers outside the cab area. Employees shall not, under any circumstance, operate a City vehicle or a privately-owned vehicle on City business when: (1) under the influence of alcohol or any controlled substance in violation of the City's Drug and Alcohol policy; or (2) any physical or mental impairment causes the employee to be unable to drive safely.

33.7 Citations

Any citation or arrest while operating a City vehicle or a privately-owned vehicle on City business is the personal responsibility of the employee. The employee will not attend court appearances, traffic school or resulting Department of Motor Vehicle (DMV) appointments on City time for such citations and arrests and must arrange such appearances by requesting appropriate time off. Any judgment or sentence handed down by the court will be satisfied by the employee alone. All fines and court costs, to include subpoena of witnesses and/or attorney fees, if any, are also at the sole cost of the employee, unless it is the direct result of negligence by the City in furnishing a vehicle designed for, or not properly equipped or negligently maintained for use on a public roadway.

Any City employee who receives a citation, including a red light camera citation, while operating a City vehicle or a privately-owned vehicle while on City business shall report the citation immediately to their supervisor.

33.8 Smoking in Vehicles

Employees shall not smoke or use any tobacco products while in or operating any City-owned or City-leased vehicle.

34 Safety

34.1 General Statement

The City recognizes the necessity of maintaining safe working conditions and practices in order to ensure employee safety.

The City has adopted an Injury and Illness Prevention Plan. This Plan describes the City's overall safety commitment as well as the safety responsibilities of all employees. A copy of the Injury and Illness Plan shall be made available to all employees.

34.2 Employee Responsibilities

Each employee is required to follow all established safety rules, procedures and practices, necessary to minimize risk of injury to themselves and others, including those rules and procedures described in the Injury and Illness Prevention Plan.

Unsafe acts by employees shall be immediately pointed out by the supervisor and proper procedure discussed. Employees shall report all unsafe conditions to their supervisor or Department Head. Unsafe acts by employees or failure to report an unsafe condition may result in disciplinary action.

34.3 Incident Reporting

Employees are required to report all work-related injuries, accidents, and property damage that occur while on duty or in a City vehicle to their supervisor or Department Head. If the incident occurs after regular work hours, the employee must telephone the City's emergency number and file a verbal report as soon as possible.

In the case of a vehicle accident involving another vehicle, the employee is required to obtain: the driver's license number, vehicle license number, names of the insurance company covering the other driver and, if the accident is investigated by a law officer, the name and title of the officer. All of this information will be given to the employee's supervisor or Department Head and the City's business office the same day of the accident or next business day if the accident occurred when the City's business office was closed.

35 Electronic Media

35.1 Purpose

The purpose of this policy is to govern the use of Electronic Media (i.e., voice mail, email, the internet/World Wide Web) by all City employees and elected officials. Because the use of voice mail, email and the internet/World Wide Web raises issues of privacy, liability and records retention, the City has adopted this Electronic Media Policy. The term "Electronic Media" includes computers, laptops, tablets, internet access, email, voicemail, cellular telephones, pagers, and other electronic communication devices.

35.2 Policy

Electronic Media are provided for the use of City employees for City business-related purposes. Electronic Media may not be used for any prohibited purpose, including illegal activities, messages that may constitute discrimination or harassment under City policy or state or federal law, or other inappropriate purposes as defined below.

The City prohibits the display, transmission or downloading of sexually explicit images, messages, or cartoons, or any transmission or use of voice mail, email, or internet/World Wide Web communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, religion, color, creed, national origin, sex, sexual orientation, marital status, age, or the presence of any sensory, mental or physical disability.

Unless otherwise authorized by law, voice mail, email, or internet/World Wide Web systems may not be used to solicit or proselytize others for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations.

35.3 City's Right to Access Information

The City reserves the right to enter, search, monitor, copy and/or retrieve computer files, voice mail, email, internet or any type of electronic file of any employee or elected official, without notice, for business purposes, including, but not limited to, investigating theft, disclosure of confidential business or proprietary information, use of the system for personal reasons or for any other purpose unrelated to City business, or monitoring work flow or productivity.

Although City employees may have individual passwords or passcodes to electronic media items such as e-mail, voice mail, and computer network systems, these items are accessible at all times by the City, and may be subject to periodic unannounced examinations by the City. All passwords and passcodes must be given to the City upon request. The City reserves the right to override any password or passcode created by an employee.

Although the City reserves the right to access Electronic Media, employees are strictly prohibited from accessing another employee's personal file or voice mail or email messages without the latter's express permission. In addition, the voice mail, email and networks systems are not to be used in a way that may be disruptive, offensive to others, or harmful to morale.

Even though employees may have deleted information or files from any of the electronic media, it does not mean that the information or files are permanently deleted from the system.

Employees should be aware that any electronic media messages and information created or stored on City owned electronic media may constitute "public records" and may be subject to disclosure to the public under the California Public Record Act, Government Code 6230, or otherwise discoverable (e.g., in response to a subpoena).

35.4 Radio Waves

Use of radio equipment, such as but not limited to two-way radios and Nextel lines, shall be used in a professional manner for business purposes only.

35.5 Voice Mail

Although employees and elected officials have passwords or codes that restrict access to voice mail messages left for them on the system, employees and elected officials should be aware that the City can access any messages stored in the voice mail system and may do so for any reason at any time. Therefore, employees and elected officials may not assume that such messages are confidential.

The City's telephone system, including its voice mail system, is the property of the City, and is designed and intended for City business-related purposes. Employees and elected officials are required to reimburse the City for any special charges for their personal telephone calls.

35.6 Email

Email is a business tool that shall be used in a professional manner for business purposes. When the City becomes the target of litigation, all records maintained by the City are subject to subpoena and review by the other party, including email. Therefore, email is neither personal nor private. Marking a message as "private" or "confidential" does not exempt information from being disclosed with limited exception. Email addressed to, generated by, or received on City computers or servers is the property of the City. As with voice mail, although employees and elected officials have passwords that restrict access to their computers, the City may access any files or email messages stored on or deleted from the computer or network system. The City reserves the right to access such information for any purpose at any time.

35.7 Internet/World Wide Web Access

Use of on-line information services such as the Internet and the World Wide Web is intended for City business purposes. Personal use should be kept to a minimum and occur only during the employee's meal and break periods.

35.8 Computers, Computer Software, Laptops, Tablets and Computer Files

The City's computers, software, laptops, tablets and files stored on the City's computer or network shall be considered City property. These devices shall be subject to search for any reason. In addition, all software that resides on any of the City's computers shall be licensed and shall be considered City property. Computers will be used for valid business purposes only; reasonable personal use is allowed at the sole discretion of the City.

No employee will install software on any City computer without first receiving permission from the City Manager or designee. No employee may alter or tamper with any City computer or interfere with their operation. All hardware failures will be immediately reported to an employee's supervisor, Department Head or the Information Technology Department. Personnel will not attempt hardware repair unless directed to do so by the Information Technology Director or designee.

35.9 Virus Scanning

City staff provided with a City owned desktop or laptop computer will receive a computer with anti-virus software installed and configured. An employee who believes that a City provided computer has been infected with a virus is required to report the issue to the Information Technology Department immediately.

35.10 Prohibited Uses of the City's Electronic Media

Prohibited uses of electronic media include, but are not limited to the following:

1. Illegal activities under local, state and/or federal law;

2. Anything that may be construed as harassment or disparagement of others based on race, religion, color, creed, national origin, sex, sexual orientation, marital status, age, or the presence of any sensory, mental or physical disability will not be tolerated. This includes, but is not limited to, slurs, obscene messages, sexually explicit images, cartoons or messages;

3. Sending threatening messages;

4. Unless otherwise allowed by law, soliciting or proselytizing others for commercial ventures, religious or political causes, outside organizations, or other non-job related matters;

5. Intentionally disrupting network traffic or crashing the network and connected systems (for example, sabotage, intentionally introducing a computer virus);

6. Unauthorized attempts to access others' files with no substantial business purpose, or vandalizing the data of another user;

7. Forging electronic mail messages;

8. Communicating confidential City information to unauthorized individuals within or outside of the City; and

9. Inappropriate use, which is deemed by the City to be a violation of the intended use of any of the Electronic Media.

35.11 Violations of Policy

Violations of this policy will be reviewed on a case-by-case basis and may result in discipline up to and including dismissal.

36 Public Employees as Disaster Service Workers

Government Code Section 3100 et seq. declares public employees as disaster service workers and requires employees to report to work (and if not possible, then to the next closest public employer) following the effects of natural, manmade, or war-caused emergencies. The City shall establish and maintain a method, or methods, of informing employees of their disaster service worker status. Employees who fail, without good cause, to honor their obligations as disaster service workers shall be subject to disciplinary action up to and including dismissal from employment.

37 Mandated Reporting

37.1 Purpose

The City of Pittsburg recognizes the importance of the safety and well-being of the children, elderly or dependent adults entrusted to its care. In support of this responsibility, the City shall take all necessary steps to comply with its obligations under the Child Abuse and Neglect Reporting Act ("the Act") (Cal. Pen. Code §§ 11164 – 11174.3) and the Elder Abuse and Dependent Adult Civil Protection Act (Cal. Welfare and Institutions Code §§15600 *et seq.*).

37.2 Mandated Reporter Designation

37.2.1 "Mandated Reporter" for purposes of reporting child abuse or neglect generally includes all City employees who have direct contact or supervisory control over children and children programs.

State law (Penal Code §11165.7) includes an extensive list of categories of employment for mandated reporters. The following positions are excerpts from that list, as the positions that would apply to City employees and programs:

- Teacher
- Instructional Aide
- An administrator of a day camp
- An administrator or employee of a youth recreation program or youth organization
- An administrator or employee whose duties require direct contact and supervision of children
- An administrator or employee of a licensed community care or child day care facility
- Athletic coaches employed by a private or public school
- Peace Officer
- All employees of the Police Department, sworn or non-sworn

37.2.2 "Mandated Reporter" for purposes of reporting elder or dependent adult abuse or neglect includes any licensed City employee who provides care or services for elder or dependent adults, including administrators and supervisors of said programs. [W & I Code §15630(a).]

All employees of the Police Department (sworn and non-sworn) are considered "mandated reporters" for purposes of reporting elder and dependent adult abuse. [W&I Code §15630(a).]

37.3 Acknowledgement of Position and Training

Upon employment or retention by the City of an individual who is determined to be a mandated reporter in connection with the law and this directive, the individual shall sign an acknowledgement which states that the individual is aware of the mandated reporter requirements under Penal Code § 11166.

The original signed acknowledgement form shall be retained by the responsible department if a volunteer or shall be placed in the employee's personnel file.

The City shall be responsible for providing periodic training to staff as necessary for identifying potential indicators of abuse and neglect to children, elders or dependent abuse.

38 Standard Hours of Work and Overtime

38.1 Work Week or Work Period Defined

The workweek for the City begins at 12:01 a.m. on Sunday and ends seven (7) days later at midnight on the following Saturday. Employees assigned to work an alternative work schedule may have an alternative workweek as designated by the City Manager or the Human Resources Director. The work period for employees engaged in law enforcement activities shall be a twenty-eight (28)-day consecutive period.

38.2 Work Schedule

The work schedule for each Department will be established by the Department Head with the approval of the City Manager or designee. The work hours for each employee will be scheduled by the Department Head or designee. Typically, employee work schedules are comprised of five (5) eight (8) hour shifts in a seven (7) day period.

When the efficiency of City services is benefited by variations to the "5/8" work schedule, Department Heads are authorized to prescribe such variations after meeting and conferring regarding the impacts of the work period change with the appropriate recognized employee organization. Except as provided elsewhere in this Rule, variations shall not exceed forty (40) hours in a consecutive seven (7) day period.

Employees shall be in attendance at work during their regular hours of work and shall not absent themselves during working hours for any reason without prior approval of their supervisor.

38.3 Changes in Working Schedules

The workdays and hours to which employees are assigned shall be stated on the department work schedule(s). Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday or workweek, the City will give notice of such change to the individual as far in advance as is reasonably practical.

38.4 Overtime Policy

It is the policy of the City that overtime work is kept to a minimum and shall be authorized in advance by an employee's Department Head or designee. Overtime eligible employees are not permitted to work overtime except as authorized and approved. Overtime shall be assigned by the Department Head or designee to meet essential operating needs.

Working overtime without advance approval is a violation of these rules and grounds for discipline, up to and including termination. Employees are expected to report all hours worked in a work-reporting period.

38.5 Overtime Defined

For an employee on a seven (7)-day work week, overtime is defined as all hours an overtime-eligible employee actually works in excess of forty (40) hours in the workweek. For an employee engaged in law enforcement activities, overtime is defined as all hours the overtime-eligible employee actually works in excess of one hundred seventy-one (171) hours in the work period.

Overtime is compensated at 1.5 times the employee's regular rate of pay, as defined under the Fair Labor Standards Act ("FLSA"). All overtime entitlements shall be computed to the nearest tenth of an hour (six minimum increment).

An employee's eligibility to receive overtime compensation for services performed shall be determined in accordance with the FLSA. Those employees who are classified as "exempt" under the FLSA shall not be eligible to receive overtime or to accrue Compensatory Time Off ("CTO").

38.6 Compensatory Time Off

An overtime eligible employee may opt to accrue compensatory time off ("CTO") in lieu of cash payment for overtime worked if the employee's Department Head agrees prior to the overtime work being performed. CTO accrues at a rate of 1.5 hours for each hour of overtime actually worked. No more than two hundred forty (240) hours of compensatory time off may be accrued for non-safety employees. For safety employees, no more than four hundred eighty (480) hours of compensatory time off may be accrued.

Employees may use CTO only upon the approval of the Department Head or designee. Such approval shall not be unreasonably withheld. An employee's request to use accrued CTO will be granted provided that: (1) the Department can accommodate the use of CTO on the day requested without undue disruption; and (2) the employee submits the request to use CTO at least five (5) business days prior to the date of requested usage. If the employee does not provide at least five (5) business days notice or the department cannot accommodate the requested time off, the City will provide the employee with the opportunity to select another day for usage of the CTO.

The City reserves the right to cash out accumulated CTO at any time. During employment CTO is cashed out at the employee's current FLSA regular rate of pay. Employees separating from City service shall be compensated for all accrued, unused CTO hours at the higher of either: (1) the separating employee's current FLSA regular rate of pay; or (2) the average FLSA regular rate of pay for the prior three years.

38.7 Time Sheets

All employees are required to submit accurate and complete time sheets. Time sheets are due as directed by the City Manager or designee. Each employee shall certify their time sheet verifying the hours worked. It is the responsibility of the employee to make certain their time sheet has been filled out correctly before submitting. The employee's supervisor shall verify and approve each employee's accumulated hours of work prior to submitting to the payroll division for payment. Records of hours worked, vacation time, compensatory time, sick leave, and holiday accumulated and used, shall be kept by the payroll division.

39 Reports and Records

39.1 Objectives of Adequate Records and Reports Maintenance

All necessary forms, records, documents, rosters and operating procedures shall be maintained by the Human Resources Director for the following reasons:

1. So that all legal, regulatory, and procedural requirements as well as any provisions of these Rules, any City Ordinance, or policy related to personnel administration may be accomplished;

2. To provide a basis for the decision-making in personnel actions and operations; and

3. To provide a basis for reports on personnel activities.

39.2 Personnel Records

A personnel record shall be maintained for every employee and shall contain all information pertinent to their employment. An employee's personnel file may be examined only by the City Manager, the City Attorney, the employee's Department Head, the employee assigned to be responsible for personnel records and those authorized by the City Manager.

Employees have the right to examine any portion of their personnel file after submitting a written request. Employees also have the right to file a written exception to anything found in their personnel files. Employees who wish to review their personnel files should submit a written request to the Human Resources Department. In accordance with the provisions of this Personnel Rule and state law, all documents not part of the personnel file in the possession of the City about an employee may not be available to the employee for their review.

Unless otherwise required by law, the only information from the employee's personnel file which may be publicly released is: Employees' name; positions held including job descriptions; salary range and other general terms or limits of compensation; and dates pertaining to the employee's employment.

39.3 Medical Records

An employee's medical records shall be segregated and stored separately from the rest of the personnel file and maintained in confidentiality in accordance with applicable state and federal law. The City Manager, City Attorney and legal representatives, Human Resources Director and Department Head are authorized to access such medical information on a case-by-case basis only as authorized by state or federal law. All persons with such authorization shall maintain such information according to the same standards of privacy and protection from unauthorized access as is maintained by the Human Resources Director. Violations of this policy may result in discipline, up to and including dismissal from

employment. Nothing in this policy is intended to extend or expand the scope of employee privacy rights beyond the limits of existing law.

39.4 Recruitment Records

Records gathered during any recruitment process shall be filed and maintained in confidentiality. The City Manager, City Attorney and legal representatives, Human Resources Director, and Department Heads are authorized to access such records. All persons with such authorization shall maintain such information according to the same standards of privacy and protection from unauthorized access as is maintained by the Human Resources Director. Violations of this policy may result in disciplinary action, up to and including dismissal from employment. Nothing in this policy is intended to extend or expand the scope of employee or applicant privacy rights beyond the limits of existing law.

39.5 Payroll Records

The Finance Director shall maintain such records that are necessary for payroll and retirement system purposes. The Human Resources Director, City Manager, or persons authorized by the City Manager, may inspect such records from time to time in fulfilling their duties including, but not limited to, the purpose of administering these rules.

39.6 Change of Status Report

Every appointment, transfer, promotion, demotion, change of salary rate, resignation, suspension, and any other temporary or permanent change in status of employment shall be reported to the Human Resources Director and the date thereof and a record of same shall be kept by the Human Resources Department in the affected employee's personnel file.

39.7 Change of Employee Status or Information

It is the responsibility of each employee to notify the Human Resources Director, within five (5) business days of any change in the employee's withholding status, home address, telephone number, name or other such information (e.g. marriage, divorce, change in number of dependents, etc.) that might affect the City payroll records and/or other employee benefits such as health and dental insurance benefits.

39.8 Department Records

Each department may keep and maintain such working and supervisor records as may be deemed necessary for the purpose of carrying out the provisions of these rules and the functions of the department. The Department Head and supervisor shall make available to the Human Resources Director all department reports, records and documents dealing with personnel matters as are appropriate. Such department records are considered confidential records.

39.9 Destruction of Records

All records relating to personnel, including correspondence, applications, examination reports, and all other personnel records, may be destroyed pursuant to the laws of the State of California and the City's Retention Policy as it may be adopted and amended by the City Council.

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving the Revision of City's Personnel Rules,) RESOLUTION NO. 23-
Sick Leave and Bereavement Leave)

WHEREAS, the Pittsburg Municipal Code Section 2.52.030 delegates to the City Manager or his/her designee the responsibility for administering the City personnel system; and

WHEREAS, the Pittsburg Municipal Code Section 2.52.050 requires the preparation and recommendation to the City Council of the Personnel Rules and the revisions and amendments to such Rules; and

WHEREAS, the Personnel Rules were last adopted on June 7, 2003 with subsequent amendments dated, November 2003, November 2005, September 2006, March 2008, December 2008, February 2009, June 2010, and November 2010 and April 2020; and

WHEREAS, revisions to the City's Sick Leave and Bereavement Leave policies are necessary to align with the State of California Senate Bill 616, Assembly Bill 1949 and Senate Bill 848 of 2023; and

WHEREAS, the Personnel Rules have been reviewed and amendments have been proposed in Exhibit A to this Resolution that comply with applicable new laws.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby amends the Personnel Rules as set forth in Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of December 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Amend the Master Pay Schedule to Include Amendments to the Seasonal Salary Schedule and Previously Approved Positions and Compensation

MEETING DATE: December 18, 2023

EXECUTIVE SUMMARY

Effective January 1, 2024, the California minimum wage will increase from $15.50 per hour to $16.00 per hour. As the seasonal salary schedule presently has wages below the minimum, the City is required to increase the salaries affected by the State's new minimum wage and update the salary schedule 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.

FISCAL IMPACT

The fiscal impact for the remainder of Fiscal Year 2023/24 is estimated to be $4,700 based on thirty-five Recreation Leaders who work an estimated 20 hours per week between April and June. Such costs will be absorbed by the current departmental budget. No additional appropriations are required.

RECOMMENDATION

It is recommended that the City Council adopt a resolution to amend the seasonal salary schedule effective December 24, 2023, the first pay period of 2024, and 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

The State's minimum wage will increase from $15.50 to $16.00 per hour effective January 1, 2024. The City is required to pay employees an hourly wage that is at, or above the minimum wage. In addition, the updates to master pay schedule include the salary adjustments approved by the City Council on July 9, 2023, and include four new classifications added to the classification plan: Construction Inspector I/II, Senior Construction Inspector, and Development Services Supervisor. The Director of Public Works/City Engineer and Director of City Clerk Services titles were updated (no salary adjustments).

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.

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 increase due to the minimum wage law has an impact on the City's seasonal classifications of High School Intern and Recreation Leader. The City currently has thirty-five Recreation Leaders at less than minimum wage whose salary needs to be adjusted.

The fiscal impact is estimated at $4,700 assuming the affected Recreation Leaders work 20 hours a week between April and June. The proposed changes have been reviewed and approved by the Recreation Department. Staff will work with the affected department to implement the salary adjustments for seasonal employees effective December 24, 2023, the beginning of the first pay period of 2024.

The updates to master pay schedule also include the salary adjustments approved by the City Council on July 9, 2023, and include four new classifications added to the classification plan: Construction Inspector I/II, Senior Construction Inspector, and Development Services Supervisor. The Director of Public Works/City Engineer and Director of City Clerk Services titles were updated (no salary adjustments). The salary schedule also includes salary increases to the City Manager and City Attorney contracts approved by the City Council on October 2, 2023.

Additional seasonal classifications were added to the salary schedule and recommended by staff to perform job duties and provide city services that are outside of the regular position classifications. Seasonal personnel shall be defined as hourly employees who are employed for a limited time or a specific project. Seasonal employees are limited to working 999 hours per fiscal year.

Executive Consultant
On a seasonal or extra-help basis, provides temporary executive level consultation services requiring specialized expertise.

Professional Consultant
On a seasonal or extra-help basis and under general supervision, provides temporary professional level support for a variety of City offices.

Technical Consultant
On a seasonal or extra-help basis and under general supervision, provides temporary technical or para-professional level support for a variety of City offices.

Administrative Support Associate
On a seasonal or extra-help basis and under general supervision, provides temporary support which may include customer service, data-entry, scheduling, organizing, scanning, recordkeeping and filing.

Exhibit A demonstrates the proposed changes to the seasonal classification plan.

In accordance with the City's Personnel Rule 11.1, the City Council is asked to establish salary ranges. Salary ranges are set for each class by the City Council.

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: Master Pay Schedule
Resolution

Report Prepared By: Jennifer Brizel, Human Resources Director

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending the Master Pay Schedule to Include Amendments to the Seasonal Salary Schedule and Previously Approved Positions and Compensation	))))	RESOLUTION NO. 23-

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 State of California minimum wage increased from $15.50 per hour to $16.00 per hour effective January 1, 2024; and

WHEREAS, the current seasonal salary schedule has salary steps which are less than the new minimum wage and the City of Pittsburg is required to pay employees at the minimum wage or greater; and

WHEREAS, the salary schedule includes title changes, and is prepared for the 2024 State minimum wage increase; and

WHEREAS, the new classifications of Construction Inspector I/II, Senior Construction Inspector, and Development Services Supervisor were added; and

WHEREAS, the seasonal and extra help classifications of Professional Consultant, Technical Consultant and Administrative Support Associate were added; 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; and

WHEREAS, the City's Personnel Rules call for the City Council to establish the salary ranges for classifications.

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 18th day of December 2023, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Exhibit A
City of Pittsburg - Monthly Salary Schedule

REPRESENTED CLASSIFICATIONS	CODE	EFFECTIVE DATE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	2023 Top Step w/Max Incentives*	UNIT
Account Clerk (Part 1 of 2)	109	07/09/23	4,163	4,371	4,590	4,819	5,060			5,112	AFSCME
Account Clerk (Part 2 of 2)	170	07/09/23	4,775	5,014	5,265	5,528	5,804			5,856	AFSCME
Accountant I	355	07/09/23	6,435	6,757	7,095	7,450	7,822			7,875	MPC
Accountant II	500	07/09/23	7,205	7,565	7,943	8,340	8,757			8,809	MPC
Accounting Technician	220	07/09/23	5,575	5,854	6,147	6,454	6,777			6,829	AFSCME/MPC
Administrative Analyst I	390	07/09/23	6,902	7,247	7,609	7,989	8,389			8,442	MPC
Administrative Analyst II	702	07/09/23	7,990	8,390	8,810	9,250	9,712			9,766	MPC
Administrative Assistant (Part 1 of 2)	100	07/09/23	4,155	4,363	4,581	4,810	5,050			5,102	AFSCME
Administrative Assistant (Part 2 of 2)	160	07/09/23	4,810	5,051	5,304	5,569	5,848			5,900	AFSCME/MPC
Administrative Coordinator	350	07/09/23	6,311	6,627	6,958	7,306	7,671			7,723	MPC
Administrative Officer	868	07/09/23	10,826	11,367	11,935	12,532	13,158			13,212	MPC
Administrative Specialist	290	07/09/23	5,960	6,258	6,571	6,900	7,245			7,297	MPC
Assistant City Clerk	820	07/09/23	8,739	9,176	9,635	10,117	10,623			10,675	MPC
Assistant City Engineer	920a	07/09/23	11,497	12,072	12,676	13,310	13,976			14,028	MPC
Assistant Director of Public Works	896	07/09/23	12,555	13,183	13,842	14,534	15,261			15,313	MPC
Assistant Engineer	510	07/09/23	7,403	7,773	8,162	8,570	8,998			9,500	MPC
Assistant Planner	450	07/09/23	6,954	7,302	7,667	8,050	8,452			8,927	MPC
Associate Engineer	780	07/09/23	8,571	9,000	9,450	9,923	10,419			10,992	MPC
Associate Planner	740	07/09/23	8,049	8,451	8,874	9,318	9,784			10,326	MPC
Building Inspection Supervisor	810	07/09/23	9,800	10,290	10,805	11,345	11,912			11,964	MPC
Chief Building Official	895	07/09/23	12,530	13,157	13,815	14,506	15,231			15,283	MPC
Code Enforcement Officer I	258	07/09/23	5,802	6,092	6,397	6,717	7,053			7,105	AFSCME
Code Enforcement Officer II	415	07/09/23	6,716	7,052	7,405	7,775	8,164			8,216	AFSCME
Code Enforcement Supervisor	820	07/09/23	8,739	9,176	9,635	10,117	10,623			10,675	MPC
Combination Building Inspector	520	07/09/23	7,299	7,664	8,047	8,449	8,871			8,923	AFSCME
Community Outreach Coordinator	315	07/09/23	6,156	6,464	6,787	7,126	7,483			7,535	AFSCME
Community Relations Manager	703	07/09/23	8,309	8,724	9,160	9,618	10,099			10,154	MPC
Community Services Specialist	258	07/09/23	5,802	6,092	6,397	6,717	7,053			7,105	AFSCME
Construction Inspector I	360	10/04/23	6,494	6,818	7,159	7,517	7,893			7,943	AFSCME
Construction Inspector II	520	10/04/23	7,299	7,664	8,047	8,449	8,871			8,216	AFSCME
Crime Analyst	700	07/09/23	7,550	7,928	8,324	8,740	9,177			9,229	MPC
Customer Service Representative	96	07/09/23	3,826	4,017	4,218	4,429	4,651			4,703	AFSCME
Deputy City Clerk	330	07/09/23	6,257	6,570	6,899	7,244	7,607			7,659	MPC
Development Services Coordinator	532	07/09/23	7,453	7,826	8,217	8,628	9,059			9,109	AFSCME
Development Services Supervisor	881	11/20/23	10,359	10,877	11,421	11,992	12,592			12,642	MPC
Economic Development Manager	867	07/09/23	10,817	11,358	11,926	12,522	13,148			13,148	MPC
Electrical Technician	420	07/09/23	6,730	7,066	7,419	7,790	8,180			8,834	Teamsters
Electrical Technician Apprentice	200	07/09/23	5,374	5,643	5,925	6,221	6,532			7,055	Teamsters
Engineering Technician I	310	07/09/23	6,092	6,397	6,717	7,053	7,406			7,458	AFSCME
Engineering Technician II	460	07/09/23	7,056	7,409	7,779	8,168	8,577			8,629	AFSCME
Environmental Affairs Manager	890	07/09/23	11,849	12,441	13,063	13,716	14,401			14,454	MPC
Environmental Health & Safety Officer	832	07/09/23	9,786	10,275	10,789	11,328	11,895			11,948	MPC
Environmental Health Specialist I	390	07/09/23	6,902	7,247	7,609	7,989	8,389			8,442	MPC
Environmental Health Specialist II	702	07/09/23	7,990	8,390	8,810	9,250	9,712			9,766	MPC
Equipment Mechanic	270	07/09/23	5,944	6,241	6,553	6,881	7,225			7,803	Teamsters

Exhibit A
City of Pittsburg - Monthly Salary Schedule

Equipment Shop Supervisor	531	07/09/23	7,592	7,972	8,371	8,790	9,230			9,283	MPC
Executive Assistant to the Chief of Police	330	07/09/23	6,257	6,570	6,899	7,244	7,607			7,659	MPC
Finance Division Manager	855	07/09/23	10,057	10,560	11,088	11,642	12,224			12,276	MPC
Financial Analyst	580	07/09/23	8,193	8,603	9,033	9,485	9,960			10,012	MPC
Geographical Information Systems (GIS) Analys	760	07/09/23	8,203	8,613	9,044	9,496	9,970			10,022	MPC
Harbormaster	830	07/09/23	9,247	9,709	10,194	10,704	11,239			11,291	MPC
Housing Manager	855	07/09/23	10,057	10,560	11,088	11,642	12,224			12,276	MPC
Housing Program Analyst I	390	07/09/23	6,902	7,247	7,609	7,989	8,389			8,442	MPC
Housing Program Analyst II	702	07/09/23	7,990	8,390	8,810	9,250	9,712			9,766	MPC
Housing Specialist	210	07/09/23	5,483	5,757	6,045	6,347	6,664			6,716	AFSCME
Human Resources Analyst	701	07/09/23	7,954	8,352	8,770	9,209	9,669			9,723	MPC
Human Resources Specialist	330	07/09/23	6,257	6,570	6,899	7,244	7,607			7,659	MPC
Information Technology Analyst I	420a	07/09/23	6,730	7,066	7,419	7,790	8,180			8,232	MPC
Information Technology Analyst II	720	07/09/23	7,876	8,270	8,683	9,117	9,573			9,625	MPC
Information Technology Manager	866	07/09/23	10,722	11,258	11,821	12,412	13,033			13,086	MPC
Laboratory Supervisor	810	07/09/23	9,800	10,290	10,805	11,345	11,912			12,308	MPC
Lead Community Services Specialist	415	07/09/23	6,716	7,052	7,405	7,775	8,164			8,216	AFSCME
Lead Electrical Technician	705	07/09/23	7,790	8,179	8,588	9,017	9,468			10,226	Teamsters
Lead Marina Services Worker	320	07/09/23	6,221	6,532	6,859	7,202	7,562			7,940	Teamsters
Lead Police Records Clerk	255	07/09/23	5,848	6,140	6,447	6,769	7,107			7,159	AFSCME
Lead Public Works Superintendent	885	07/09/23	11,960	12,558	13,186	13,845	14,537			14,589	MPC
Maintenance Assistant	095	07/09/23	3,774	3,963	4,161	4,369	4,587			4,817	Teamsters
Maintenance Ld Worker	320	07/09/23	6,221	6,532	6,859	7,202	7,562			8,167	Teamsters
Maintenance Worker I	140	07/09/23	4,642	4,874	5,118	5,374	5,643			5,925	Teamsters
Maintenance Worker II	200	07/09/23	5,374	5,643	5,925	6,221	6,532			7,055	Teamsters
Office Assistant	095a	07/09/23	3,774	3,963	4,161	4,369	4,587			4,639	AFSCME
Payroll Specialist	330	07/09/23	6,257	6,570	6,899	7,244	7,607			7,659	MPC
Permit Center Supervisor	820	07/09/23	8,739	9,176	9,635	10,117	10,623			10,675	MPC
Permit Technician	260	07/09/23	5,881	6,175	6,484	6,808	7,148			7,200	AFSCME
Pest Control Specialist	470	07/09/23	6,988	7,337	7,704	8,089	8,494			8,918	Teamsters
Planning Manager	890	07/09/23	11,849	12,441	13,063	13,716	14,401			14,454	MPC
Planning Technician	260	07/09/23	5,881	6,175	6,484	6,808	7,148			7,200	AFSCME
Police Captain	650	07/09/23	15,063	15,816	16,607	17,437	18,309	19,224		23,710	PMG
Police Forensic Technician I	260	07/09/23	5,881	6,175	6,484	6,808	7,148			7,200	AFSCME
Police Forensic Technician II	425	07/09/23	6,809	7,149	7,506	7,881	8,275			8,327	AFSCME
Police Lieutenant	640	07/09/23	13,131	13,788	14,477	15,201	15,961	16,759		21,702	PMG
Police Officer	600	07/09/23	6,840	7,182	7,541	7,918	8,314	8,730	9,167		POA
Police Officer (Continuation of Steps H & I)	600	07/09/23						9,625	10,107	13,998	POA
Police Records Clerk (Part 1 of 2)	110	07/09/23	4,363	4,581	4,810	5,051	5,304			5,356	AFSCME
Police Records Clerk (Part 2 of 2)	180	07/09/23	5,051	5,304	5,569	5,847	6,139			6,191	AFSCME
Police Records Supervisor	540	07/09/23	7,666	8,049	8,451	8,874	9,318			9,371	MPC
Police Sergeant	625	07/09/23	9,343	9,810	10,300	10,815	11,356	12,401		17,175	POA
Police Services Administrator	831	07/09/23	9,610	10,090	10,594	11,124	11,680			11,733	MPC
Property and Evidence Coordinator	410	07/09/23	6,714	7,050	7,403	7,773	8,162			8,214	AFSCME
Property and Evidence Technician	250	07/09/23	5,304	5,569	5,847	6,139	6,446			6,496	AFSCME
Property and Evidence Supervisor	540	07/09/23	7,666	8,049	8,451	8,874	9,318			9,371	MPC
Public Works Superintendent	880	07/09/23	10,331	10,848	11,390	11,959	12,557			12,609	MPC
Public Works Supervisor	530	07/09/23	7,399	7,769	8,157	8,565	8,993			9,495	MPC

Exhibit A
City of Pittsburg - Monthly Salary Schedule

Purchasing Analyst	720	07/09/23	7,876	8,270	8,683	9,117	9,573			9,625	MPC
Records Specialist	330	07/09/23	6,257	6,570	6,899	7,244	7,607			7,659	AFSCME
Recreation Coordinator	230	07/09/23	5,659	5,942	6,239	6,551	6,879			6,931	AFSCME
Recreation Supervisor	550	07/09/23	7,391	7,761	8,149	8,556	8,984			9,036	MPC
Revenue Operations Supervisor	745	07/09/23	8,102	8,507	8,932	9,379	9,848			9,900	MPC
Senior Administrative Analyst	825	07/09/23	9,250	9,712	10,198	10,708	11,243			11,296	MPC
Senior Civil Engineer	865	07/09/23	10,472	10,996	11,546	12,123	12,729			12,782	MPC
Senior Combination Building Inspector	760	07/09/23	8,203	8,613	9,044	9,496	9,970			10,022	MPC
Senior Construction Inspector	760	10/04/23	8,203	8,613	9,044	9,496	9,970			10,022	MPC
Senior Financial Analyst	790	07/09/23	9,487	9,961	10,459	10,982	11,531			11,584	MPC
Senior Housing Program Analyst	825	07/09/23	9,250	9,712	10,198	10,708	11,243			11,296	MPC
Senior Human Resources Analyst	821	07/09/23	9,209	9,669	10,152	10,660	11,193			11,246	MPC
Senior Information Technology Analyst	820	07/09/23	8,739	9,176	9,635	10,117	10,623			10,675	MPC
Senior Planner	840	07/09/23	9,319	9,785	10,274	10,788	11,328			11,946	MPC
Sweeper Operator	140	07/09/23	4,642	4,874	5,118	5,374	5,643			5,925	Teamsters
Utility Lineworker	742	07/09/23	7,996	8,396	8,816	9,257	9,720			10,206	IBEW
Utility Maintenance Worker	312	07/09/23	6,091	6,396	6,716	7,052	7,405			7,775	IBEW
Utility Supervisor	810	07/09/23	9,800	10,290	10,805	11,345	11,912			11,964	MPC
Utility Technician	863	07/09/23	10,162	10,670	11,203	11,763	12,351			12,969	IBEW
Water Instrument/Maintenance Technician I	480	07/09/23	7,881	8,275	8,689	9,123	9,579			10,058	Teamsters
Water Instrument/Maintenance Technician II	750	07/09/23	9,122	9,578	10,057	10,560	11,088			11,643	Teamsters
Water Maintenance Mechanic I	480	07/09/23	7,881	8,275	8,689	9,123	9,579			10,058	Teamsters
Water Maintenance Mechanic II	750	07/09/23	9,122	9,578	10,057	10,560	11,088			11,643	Teamsters
Water Plant Apprentice Operator	200	07/09/23	5,374	5,643	5,925	6,221	6,532			6,859	Teamsters
Water Plant Operator	560	07/09/23	7,915	8,311	8,727	9,163	9,621			10,895	Teamsters
Water Plant Superintendent	883	07/09/23	11,390	11,960	12,558	13,186	13,846			14,314	MPC
Water Plant Supervisor	810	07/09/23	9,800	10,290	10,805	11,345	11,912			13,060	MPC
Water Quality Analyst I	380	07/09/23	6,938	7,285	7,649	8,031	8,432			9,332	Teamsters
Water Quality Analyst II	710	07/09/23	8,352	8,770	9,209	9,669	10,152			11,139	Teamsters

UNREPRESENTED CLASSIFICATONS	CODE	EFFECTIVE DATE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	2023 Top Step w/Max Incentives*	UNIT
Assistant City Manager	950	07/09/23	16,504				21,059			21,059	Sr. Exec Team
Assistant Director of Finance	887	07/09/23	11,977				14,555			14,555	Mgmt Group
Assistant Director of Planning	888	07/09/23	12,087				14,688			15,422	Mgmt Group
Assistant to the City Manager	835	07/09/23	11,504				13,982			13,982	Mgmt Group
Chief of Police	955	08/07/22	17,235				21,789			26,147	Sr. Exec Team
City Attorney	943	09/03/23					22,102				Contract
City Engineer	9352	07/09/23	12,821				15,584			15,584	Mgmt Group
City Manager	960	02/05/23					24,022				Contract
Deputy Chief Information Systems Officer	887	07/09/23	11,977				14,555			14,555	Mgmt Group
Director of Community & Economic Developmer	9403	07/09/23	14,242				18,001			18,001	Sr. Exec Team
Director of Community Services	9402	07/09/23	14,112				17,837			17,837	Sr. Exec Team
Director of Finance	9401	07/09/23	14,112				17,837			17,837	Sr. Exec Team
Director of Human Resources	9400	07/09/23	14,112				17,837			17,837	Sr. Exec Team
Director of Public Works/City Engineer	945	07/09/23	15,280				18,574			18,574	Sr. Exec Team
Director of City Clerk Services	8351	07/09/23	11,504				13,982			13,982	Sr. Exec Team
Director of Recreation	9400	07/09/23	14,112				17,837			17,837	Sr. Exec Team

Exhibit A
City of Pittsburg - Monthly Salary Schedule

Executive Assistant	400	07/09/23	6,735				8,187			8,187	Mgmt Group
Paralegal	400	07/09/23	6,735				8,187			8,187	Mgmt Group
Power Company Manager	920	07/09/23	12,821				15,584			15,584	Mgmt Group
Water Utilities Manager	920	07/09/23	12,821				15,584			15,584	Mgmt Group

SEASONAL/HOURLY/EXTRA HELP CLASSIFICATIONS	CODE	EFFECTIVE DATE	Minimum per hour							Maximum per hour	UNIT
Administrative Support Associate		12/24/23	16.00							50.00	Unrepresented
Executive Consultant		03/16/15	30.00							100.00	Unrepresented
Intern - High School	0550	12/24/23	16.00							16.00	Unrepresented
Intern - College	0510	12/24/23	16.00							19.00	Unrepresented
Maintenance Aide	0530	12/25/22	16.06							23.46	Unrepresented
Police Trainee	6009	07/09/23	32.88							32.88	Unrepresented
Professional Consultant		12/24/23	20.00							90.00	Unrepresented
Recreation Leader I	0550	12/24/23	16.00							16.00	Unrepresented
Recreation Leader II	0560	12/24/23	16.00							21.50	Unrepresented
Recreation Leader III	0570	07/09/23	16.50							24.50	Unrepresented
Technical Consultant		12/24/23	20.00							80.00	Unrepresented

ELECTED OFFICIAL CLASSIFICATIONS	CODE	EFFECTIVE DATE					Per month				UNIT
City Clerk							470				Elected Official
City Council							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 Treasurer							470				Elected Official

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 the First Amendment to the Existing Project Stabilization Agreement with the Contra Costa Building & Construction Trades Council

MEETING DATE: December 18, 2023

EXECUTIVE SUMMARY

On October 15, 2018, the City Council adopted Resolution No. 18-13546, approving execution of a Project Stabilization Agreement ("Agreement") and Side Letter with the Contra Costa Building & Construction Trades Council ("Trades"), with a term of five years. The proposed first amendment to the Agreement ("First Amendment") would extend the term of the Agreement and Side Letter for an additional five-year term, ending on October 15, 2028, with successive five-year term extensions unless the Agreement is further revised or terminated.

FISCAL IMPACT

Pursuant to the Agreement, working members of the Trades and the local unions signatory to the Agreement ("Unions") shall be paid prevailing wages for public works projects, consistent with State law. Based on experience over the previous five years and normal construction costs, staff estimates the increase in cost(s) due to the Agreement to be negligible.

RECOMMENDATION

City Council adopt a resolution authorizing the City Manager to execute the First Amendment to the Project Stabilization Agreement with the Contra Costa Building & Construction Trades Council.

BACKGROUND

Prior to 2018, the City utilized voluntary guidelines encouraging hiring of local businesses and contractors. Upon execution of the Agreement and Side Letter, the City formalized its commitment to creating additional employment opportunities for local residents by providing a preference in the referral procedure for specified public works projects, set forth procedures for pre-construction conferences, and addressed wages, on-site conduct, and hiring of veterans.

Pursuant to the Side Letter, the project qualification threshold is set at one million dollars ($1,000,000) and excludes certain special projects. The Agreement and Side Letter also include a built-in “No Work Stoppage Policy,” and encourage apprenticeship training programs.

Since execution of the Agreement and Side Letter, the City has not identified any significant cost increases, delays in project construction, or other negative impacts.

SUBCOMMITTEE FINDINGS

Prior to execution of the Agreement in 2018, an Ad-hoc Subcommittee was created, which met on March 14 and October 2, 2018. The proposed amendment was not presented to a subcommittee.

STAFF ANALYSIS

The City finds it advantageous to minimize the risk of delays because of labor disruptions on large public works projects and maximize opportunities to employ local residents; the Agreement has contributed to the achievement of these goals, while promoting apprenticeship programs and the next generation of union labor. The Agreement has eliminated uncertainty surrounding applicability of prevailing wage, arbitration procedures, or contract negotiations, and aligns with the City’s Capital Improvement Program (CIP).

The First Amendment would establish an additional five (5) year period, beginning on October 15, 2023, and ending on October 15, 2028. Prior to each five (5) year anniversary of the effective date of this Agreement, the City and the Trades shall meet and confer regarding their experience with Projects covered by the Agreement, and shall discuss proposed changes, if any, to the Agreement. The Agreement shall remain in effect pending the parties’ meet and confer efforts. Absent changes or termination at the election of either party, the Agreement will roll over for an additional five years. The First Amendment makes no other changes, modifications, additions, or deletions to the Agreement or the Side Letter.

ATTACHMENTS: Project Stabilization Agreement and Side Letter
First Amendment to Project Stabilization Agreement
Resolution

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute the First Amendment to the Existing Project Stabilization Agreement with the Contra Costa Building & Construction Trades Council	))))	RESOLUTION NO. 23-

WHEREAS, on October 15, 2018, the City Council adopted Resolution No. 18-13546, approving execution of a Project Stabilization Agreement ("Agreement") and Side Letter with the Contra Costa Building & Construction Trades Council, with a term of five years; and

WHEREAS, neighboring jurisdictions such as Concord, Brentwood, Martinez, and Brentwood have executed Project Stabilization Agreements; and

WHEREAS, the City Council finds that greater use of the local labor force, clarification of procedures for certain Capital Improvement Projects, and minimization of risk of delays on large public works projects will promote the public health, safety and general welfare of the City; and

WHEREAS, merits of project stabilization agreements can include increased use of a local labor force, no cost impact on the City, use of apprentice training programs, increased project efficiency, and more; and

WHEREAS, prior to execution of the Agreement in 2018, an Ad-hoc Subcommittee was created, which met on March 14 and October 2, 2018; and

WHEREAS, upon execution of the Agreement and Side Letter, the City formalized its commitment to creating additional employment opportunities for local residents by providing a preference in the referral procedure for specified public works projects, set forth procedures for pre-construction conferences, and addressed wages, on-site conduct, and hiring of veterans; and

WHEREAS, pursuant to the Side Letter, the project qualification threshold is set at one million dollars ($1,000,000) and excludes certain special projects; and

WHEREAS, the Agreement and Side Letter also include a built-in "No Work Stoppage Policy," and encourage apprenticeship training programs; and

WHEREAS, since execution of the Agreement and Side Letter, the City has not identified any significant cost increases, delays in project construction, or other negative impacts; and

WHEREAS, the City and the Contra Costa Building & Construction Trades Council wish to extend the term of the Agreement for an additional five years, with a potential rollover of an additional five years, absent any changes or termination at the election of either party.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the First Amendment to the Project Stabilization Agreement with the Contra Costa Building & Construction Trades Council.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of December 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

CITY OF PITTSBURG
PROJECT STABILIZATION AGREEMENT
AMENDMENT NO. 1

WHEREAS, a Project Stabilization Agreement ("Agreement") was entered into on October 15, 2018 by and between the City of Pittsburg ("City"), the Contra Costa Building and Construction Trades Council ("Council"), and the local Unions signatory thereto ("Unions"), which required all Contractors/Employers as defined therein to become signatory to the Agreement by executing an "Agreement to be Bound"; and

WHEREAS, a Side Letter to the Agreement was entered into on October 31, 2018 by and between the City, the Council, and the Unions, which set forth certain discrete exclusions to the definition of the term "Project" in the Agreement; and

WHEREAS, Section 20.3 of the Agreement provides that the Agreement has a term of five (5) years, the parties shall meet and confer at the close of the term to discuss whether to modify or extend the Agreement, and the Agreement shall remain in effect pending the parties' meet and confer efforts; and

WHEREAS, the Agreement has promoted the efficiency of construction operations for the City and promoted the public interest in timely and economical completion of public works projects constructed pursuant to the Agreement; and

WHEREAS, the City has continued to experience positive benefits from the Agreement and from an ongoing relationship with the Council and the Unions; and

WHEREAS, the parties did meet and confer as required by Section 20.3 of the Agreement; and

WHEREAS, the City, the Council, and the Unions now mutually desire to amend the Agreement to extend its term and modify Section 20.3 to allow for successive term extensions unless the Agreement is further revised or terminated; and

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN AND AMONG THE PARTIES TO AMEND THE AGREEMENT AS FOLLOWS:

1) The Agreement shall hereby roll over for an additional five (5) year period, beginning on October 15, 2023 and ending on October 15, 2028.

2) Section 20.3 of the Agreement shall hereby be replaced, in its entirety, with the following:

> This Agreement shall remain in full force and effect for a period of five (5) years from the date it is entered into. Prior to each five (5) year anniversary of the effective date of this Agreement, the City and the Council shall meet and confer regarding their experience with Projects covered by the Agreement, and shall discuss proposed changes, if any, to the Agreement.

The Agreement shall remain in effect pending the parties' meet and confer efforts. Absent changes or termination at the election of either party, the Agreement will roll over for an additional five (5) years.

3) Other than as explicitly set forth herein, this Amendment No. 1 shall make no other changes, modifications, additions, or deletions to the Agreement or the Side Letter.

4) This Amendment No. 1 shall be attached to and included with the Agreement and the Side Letter for all intents and purposes, including all bid solicitations or similar documents issued by the City, and shall continue in full force and effect until completion of the Project(s) as defined therein.

5) This Amendment No. 1 shall become effective when the City's governing board ratifies this Amendment No. 1 and it is executed by the City and the Council.

Dated: _____

CITY OF PITTSBURG

_____
Name:
Title:

Dated: _____

CONTRA COSTA BUILDING AND CONSTRUCTION TRADES COUNCIL

_____
Bill Whitney, CEO

144963\1410353

PROJECT STABILIZATION AGREEMENT

FORTHE CITY OF PITTSBURG

INTRODUCTION/FINDINGS

This Project Stabilization Agreement is entered into this 15TH day of OCTOBER, 2018, by and between the City of Pittsburg (hereinafter, the "City"), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the **"Agreement To Be Bound" (Addendum A)** (all of whom are referred to herein as "Contractors/Employers"), and the Contra Costa County Building & Construction Trades Council ("Council") and its affiliated local Unions that have executed this Agreement (all of whom are referred to collectively as "Union" or "Unions").

The purpose of this Agreement is to promote the efficiency of construction operations for the City of Pittsburg through the use of skilled labor resulting in quality construction outcomes, and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

WHEREAS, the timely and successful completion of the Project is of the utmost importance to the City to avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions signatory to this Agreement and employed by contractors and subcontractors who are signatory to this Agreement; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, it is recognized that on a Project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the City, the Unions and the Contractor/Employers would be best served if the construction work proceeded in an orderly

manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the parties agree that one of the primary purposes of this agreement is to avoid the tensions that might arise on the Project if Union and nonunion workers of different employers were to work side by side on the Project, thereby leading to labor disputes that could delay completion of the Project; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor/Employer(s) and the affected Union(s), except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contracts for the construction of the Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code and state, local and federal laws; and

WHEREAS, the City has the absolute right to select the lowest responsive and responsible bidder for the award of construction contracts on the Project; and

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and recognizing the ability of local apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of the Project.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I
DEFINITIONS

1.1 "Agreement" means this Project Stabilization Agreement ("PSA").

1.2 "Agreement to be Bound" means the agreement (attached hereto and incorporated herein as Addendum A) which shall be executed by each and every Contractor(s)/Employer(s) as a condition of performing Project Work.

1.3 "City" means the City of Pittsburg and its City Council or any City-authorized individual.

1.4 "Completion" means that point at which there is Final Acceptance by the City of a Construction Contract. For this definition of "Completion," "Final Acceptance" shall mean that point in time at which the City has determined upon final inspection that the work on a Construction Contract has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents, the City has executed a written acceptance of the work, and a Notice of Completion has been filed.

1.5 "Construction Contract" means the public works or improvement contract(s) awarded by the City (including by design bid, design build, lease leaseback or other contracts under which Covered Work is performed) that are necessary to complete the Project.

1.6 "Contractor/Employer(s)" or "Contractor(s)" or "Employer(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, that is an independent business enterprise, and their successors and assigns, that enters into contract with the City (whether by design bid, design build, lease leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the City and which incorporate this Agreement, and any of its contractors or subcontractors of any tier.

1.7 "Council" means the Contra Costa County Building & Construction Trades Council.

1.8 "Master Agreement" or "Schedule A" or "Master Labor Agreement" means the Master Collective Bargaining Agreement of each craft Union signatory hereto, copies of which shall be made available to the City upon request.

1.9 "Project" means a City construction project funded in whole or in part with City of Pittsburg funds where the engineer's estimate or bid amount exceeds one million dollars ($1,000,000), excludingthose Projects set forth in the Side Letter executed concurrently with this Agreement. All Construction Contracts required to complete an integrated City construction project shall be considered in determining the threshold value. Projects outside of the above definition may require a Project Stabilization Agreement if passed by the City of Pittsburg City Council by a majority vote. The City, through its City Council, and the Council may mutually agree in writing to add additional components to the Project's Scope of Work to be covered under this PSA. The term "Project" applies to all projects as defined in this section, whether used in the singular or plural herein.

1.10 "Project Manager" means the person or business entity designated by the City to oversee all phases of construction on the Project and the implementation of this Agreement.

1.11 "Union" or "Unions" means the Contra Costa Building and Construction Trades Council, AFL-CIO ("the Council") and its affiliated Unions signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE II
SCOPE OF AGREEMENT

2.1 Parties: This Agreement shall apply and is limited to all Contractors/Employers performing Construction Contracts on the Project (including subcontractors at any tier), the City, the Council and its affiliated Unions signatory to this Agreement.

2.2 Applicability: The Agreement shall govern all Construction Contracts awarded on City Projects. For the purposes of this Agreement, the Construction Contract shall be considered complete as set forth in Section 1.4, except when the City directs a Contractor to engage in repairs, warranty work, punch list work, or modifications as required under the original Construction Contract with the City, or when a Contractor performs work under a change order for a Construction Contract.

2.3 Covered Work:This Agreement covers, without limitation, all on-site site preparation, surveying, construction, alteration, demolition, installation, improvement, painting or repair of

buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, and modular furniture installation. On-site work includes work done solely for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.3.1 This Agreement shall apply to any start-up, calibration, commissioning performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project that are under a Construction Contract, including when performed after Completion, unless it is performed by City employees.

2.3.2 This Agreement covers all on-site fabrication work over which the City, Contractor(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site work, including fabrication, necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.

2.3.3 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil, or other fill or similar material that is incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement to the fullest extent allowed by law and by the prevailing wage determinations of the California Department of Industrial Relations. Contractor/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) calendar days of written request or as required by bid specifications.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles IV, XIV and XV of this Agreement shall apply to such work.

2.4 Exclusions

2.4.1 The Agreement is not intended to, and shall not affect or govern the award of public works contracts by the City which are not included in the Project.

2.4.2 The Agreement shall not apply to a Contractor/Employer's non-construction craft employees, including but not limited to executives, managerial employees, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Collective Bargaining Agreements), staff engineers or other professional engineers, administrative, management, office and clerical employees.

2.4.3 This Agreement shall not apply to any non-Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city or other governmental bodies or their contractors; or by public or private utilities or their contractors.Work performed by public or private utilities including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line and that provides for access to the building via a conduit or series of conduits shall be Covered Work.

2.4.4 The Agreement shall not apply to off-site maintenance of leased equipment and on-site supervision of such work.

2.4.5 This Agreement shall not apply to any construction project outside the City's jurisdictionperformed jointly with another public entity, where the City is not bidding the project.

2.5 Award of Contracts: It is understood and agreed that the City has the absolute right to select any qualified bidder for the award of Construction Contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on and after the effective date of this Agreement. A copy of all invitations to bid shall be provided at time of issuance to the Council.

ARTICLE III
EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of a construction contract for the Project, whether as contractor or subcontractor thereunder, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing **the Agreement to be Bound** in the form attached hereto as **Addendum A.**

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of a construction contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a precondition of accepting an award of a construction subcontract to agree in writing, by executing the Agreement to be Bound, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a contractor may not be evaded by subcontracting.

3.4 This Agreement shall only be binding on the signatory parties hereto, and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Schedule A. Any dispute between the Union(s) and the Contractor(s) respecting compliance with the terms of the Agreement, shall not affect the

rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union shall not affect the rights, liabilities, obligations and duties between the signatory Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including Schedules A's, which are incorporated herein by reference and which are the local Master Agreements of the Signatory Unions having jurisdiction over the work on the Project, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES, AND LOCKOUTS

4.1 The Unions, City and Contractor(s)/Employer(s) covered by the Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of City because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other City projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under the Construction Contract and the Union or Contractor/Employer gives notice of demands for a new or modified Master Agreement, the Union agrees that it will

not strike on work covered under this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement which are applicable to employees who were employed on the projects during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor/Employer(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor/Employer(s)' or their subcontractor's workforce, during which time the Contractor/Employer shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from an Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 If the City contends that any Union has violated this Article, it will notify in writing (including email) the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use his/her best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the membership of their obligations under this Article. A Union complying with this obligation shall not be held responsible for unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is

available, then a selection shall be made pursuant to the procedure in Section 14.2. Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile, email or telephone to the City and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by facsimile, email or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article fail to comply with an Arbitrator's award to cease the violation, the party in violation shall pay to the affected party (the City for a strike violation, the applicable Union(s) and trust fund(s) on behalf of the affected workers for a lockout violation) as liquidated damages the sum of ten thousand dollars ($10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued

under Section 4.2.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings and the party alleged to be in breach of its obligation under this Article.

ARTICLE V
PRE-CONSTRUCTION CONFERENCE

5.1 Timing: The General Contractor, after conferring with the Council, shall convene and conduct a pre-job conference with representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and to discuss in detail the scope of work and other issues as set forth below, and the Unions, at a location mutually agreeable to the parties at least twenty-one (21) calendar days prior to:

(a) The commencement of any Project Work, and

(b) The commencement of Project Work on each subsequently awarded construction contract or phase.

5.2 The conference shall be attended by a representative of each participating Contractor and each affected Union and the Council and City may attend at their discretion.

5.3 Pre-Job Conference. The pre-job conference will consist of:

(a) A listing of each Contractor's scope of work;

(b) The craft assignments;

(c) The estimated number of craft workers required to perform the work;

(d) Transportation arrangements;

(e) The estimated start and completion dates of the work; and

(f) Discussion of pre-fabricated materials.

5.4 Review Meetings: In order to ensure the terms of the PLA are being fulfilled and all concerns pertaining to the City, the Unions, and the Contractors are addressed, the Project Manager, General Contractor and Senior Executiveof the Council or designated representatives thereof shall meet on a periodic basis during the term of construction of a Project.

ARTICLE VI
NO DISCRIMINATION

6.1 The Contractor/Employers and Unions agree to comply with all anti-discrimination provisions of federal, state, and local law, to protect employees and applicants for employment, on the Project.

ARTICLE VII
UNION SECURITY

7.1 The Contractor/Employers recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 Contractor/Employer shall be responsible to ensure that all employees who are employed by the Contractor/Employer(s) shall, as a condition of employment, on or before the eighth (8th) day of consecutive or cumulative employment on a construction contract subject to this Agreement, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for Union membership in the applicable local Union which is signatory to this Agreement and shall stay current with such working dues and fees for the duration of work on the Project. Further, there is nothing in this Agreement that would prevent non-union employees from joining the local Union.

7.3 Authorized representatives of the Unions shall give notice to a supervisor to access the Projects whenever work covered by this Agreement is being or will be performed on the Project.

ARTICLE VIII
REFERRAL

8.1 Contractor/Employers performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s), (unless covered by an existing Master Agreement).

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain work persons from any source. A Contractor who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

8.4 **Local Hire:** It is in the interest of the parties to this Agreement to facilitate employment of City of Pittsburg and Local Area residents and to use resources in the Local Area in construction of the Project. The "Local Area" shall be defined as the communities of Pittsburg and Contra Costa County to be served by the Project. It is the objective of the parties that not less than twenty-five percent (25%) of all hours worked on the Project be worked by residents of the Local Area. The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the contractor. The Parties to this Agreement support the development of increased numbers of skilled construction workers from the Local Area. To the extent allowed by law, and consistent with the Local Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Area, including journeymen and apprentices, shall be referred for Project work covered by this Agreement.

ARTICLE IX
WAGES AND BENEFITS

9.1 All Contractor/Employers agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate signatory Unions.

9.2 By signing this Agreement, the Contractor/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in Section 9.1, which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s). The Contractors/Employers agree to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 Holidays: Holidays shall be in compliance with the applicable Master Agreement.

ARTICLE X
APPRENTICES

10.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor/Employer(s) shall employ apprentices of a California State-approved Joint Apprenticeship Training Program in the respective crafts to perform such work as

is within their capabilities and which is customarily performed by the craft in which they are indentured.

10.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

10.3 Consistent with the Master Agreements and state law, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

ARTICLE XI
HELMETS TO HARDHATS

11.1 The Contractor/Employer(s) and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractor(s)/Employer(s) and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

11.2 The Unions and Contractor(s)/Employer(s) agree(s) to coordinate with the Center to participate in an integrated database of veterans and members of the National Guard and Reserves interested in working on the Project and of apprenticeship and employmentopportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

ARTICLE XII
COMPLIANCE

12.1 It shall be the responsibility of the Contractor(s)/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. Nothing in this agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractor(s)/Employer(s) on the Project. The City shall monitor and enforce compliance with prevailing wage requirements of the state only to the extent required by law, and Contractors/Employers' compliance with this Agreement.

ARTICLE XIII
EMPLOYEE GRIEVANCE PROCEDURE

13.1 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

ARTICLE XIV
GRIEVANCE ARBITRATION PROCEDURE

14.1 Project Labor Disputes: All project labor disputes involving the application or interpretation of the Master Agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of that Master Agreement. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the grievance arbitration procedures set forth herein.

14.2 No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more

than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual written agreement of the parties.

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days of the Step 1 meeting, within five (5) business days thereafter, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Employer(s) or the Manager's designated representative, for discussion and resolution. Regardless of which party has initiated the grievance proceeding, prior to a Step 2 meeting, the Union(s) shall notify its International Union representative(s), which shall advise both parties if it intends on participating in a Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not settled in Step 2, within five (5) business days of the Step 2 meeting, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. The parties agree that if the permanent arbitrator or his alternate is not available, an arbitrator shall be mutually agreed upon by the parties. If the parties cannot mutually agree, an arbitrator shall beselected by the alternate striking method from alist of four (4). Each party shall provide two (2) arbitrators for the list at the time of arbitration. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

14.3 The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing

unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

14.4 The time limits specified in any step of the Grievance Procedure set forth in Section 14.2 may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

14.5 Retention:To the extent allowed by applicable law, at the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the City until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an Arbitrator shall so order.

14.6 Should any of the arbitrators listed in this Article or Article IV no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

ARTICLE XV

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

15.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

15.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the

Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

15.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within fourteen (14) calendar days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

15.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

15.5 Each Employer will conduct a pre-job conference with the Council prior to commencing work. The Project Manager and City will be advised in advance of all suchconferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE XVI
MANAGEMENT RIGHTS

16.1 Consistent with the Master Agreements, the Contractor/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE XVII
DRUG & ALCOHOL TESTING

17.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

17.2 Drug and alcohol testing shall be conducted in accordance with the Substance Abuse Prevention Policies set forth in each applicable Schedule A.

ARTICLE XVIII
SAVINGS CLAUSE

18.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

18.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

18.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of its provisions and the City accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the Unions will no longer be bound by the provisions of Article IV.

ARTICLE XIX

AMENDMENT/COUNTERPARTS/AUTHORITY

19.1 Any substantive modification of any provision or addendum to this Agreement must be reduced to writing and signed by the City, Council and Unions to be effective.

19.2 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

19.3 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile or scanned signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures.

19.4 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

ARTICLE XX

TERM

20.1 The Agreement shall be included in the bid documents, requests for proposals, or other equivalent Project solicitation, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract for the Project.

20.2 This Agreement shall become effective on the latter day executed by the City or by the Council and shall remain in effect until Completion of each Project in accordance with Sections 1.4 and 2.2.

20.3 This Agreement shall remain in full force and effect for a period of five (5) years from the date it is entered into. Prior to the five (5) year anniversary of the effective date, the City and the Council shall meet and confer regarding their experience with Projects covered by the Agreement, and shall discuss whether to modify the Agreement or extend the Agreement for

an additional term. This Agreement shall remain in effect pending the parties' meet and confer efforts. No term extension or any substantive change to this agreement will be effective unless agreed to by the Council and approved by City Council.

CITY OF PITTSBURG

By _____ Date 10/31/18

City Manager

Attest:

Alice E. Evenson

City Clerk

Approved as to Form:

City Attorney

CONTRA COSTA BUILDING AND
CONSTRUCTION TRADES COUNCIL (COUNCIL)

By _____ Date 10/31/2018

Asbestos Workers Local #16

Teamsters Local #315

Boilermakers Local #549

Roofers and Waterproofers Local #81

Bricklayers Local #3

Iron Workers Local #378

Elevator Constructors Local #8

Northern California District Council of Laborers, for itself and its affiliated Local Unions

Sheet Metal Workers Local #104

Cement Masons Local #300

Operating Engineers Local #3

International Brotherhood of Electrical Workers Local #302

District Council #16, Painters and Allied Trades, for itself and its affiliated Local Unions

Plasterers Local #66

Sprinklerfitters Local #483

United Association Local #159

United Association Local #342

United Association Local #355

Northern California Carpenters Regional Council, for itself and its affiliated Local Unions

Asbestos Workers Local #16

Teamsters Local #315

Boilermakers Local #549

Roofers and Waterproofers Local #81

Bricklayers Local #3

Iron Workers Local #378

Elevator Constructors Local #8

Northern California District Council of Laborers, for itself and its affiliated Local Unions

Sheet Metal Workers Local #104

Cement Masons Local #300

Operating Engineers Local #3

International Brotherhood of Electrical Workers Local #302

District Council #16, Painters and Allied Trades, for itself and its affiliated Local Unions

Plasterers Local #66

Sprinklerfitters Local #483

United Association Local #159

United Association Local #342

United Association Local #355

Northern California Carpenters Regional Council, for itself and its affiliated Local Unions

Asbestos Workers Local #16

Teamsters Local #315

Boilermakers Local #549

Roofers and Waterproofers Local #81



Bricklayers Local #3

Iron Workers Local #378

Elevator Constructors Local #8

Northern California District Council of Laborers, for itself and its affiliated Local Unions

Sheet Metal Workers Local #104

Cement Masons Local #300

Operating Engineers Local #3

International Brotherhood of Electrical Workers Local #302

District Council #16, Painters and Allied Trades, for itself and its affiliated Local Unions

Plasterers Local #66

Sprinklerfitters Local #483

United Association Local #159

United Association Local #342

United Association Local #355

Northern California Carpenters Regional Council, for itself and its affiliated Local Unions

Asbestos Workers Local #16

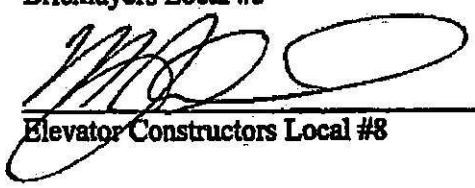
Teamsters Local #315

Boilermakers Local #549

Roofers and Waterproofers Local #81

Bricklayers Local #3

Iron Workers Local #378



Elevator Constructors Local #8

Northern California District Council of Laborers, for itself and its affiliated Local Unions

Sheet Metal Workers Local #104

Cement Masons Local #300

Operating Engineers Local #3

International Brotherhood of Electrical Workers Local #302

District Council #16, Painters and Allied Trades, for itself and its affiliated Local Unions

Plasterers Local #66

Sprinklerfitters Local #483

United Association Local #159

United Association Local #342

United Association Local #355

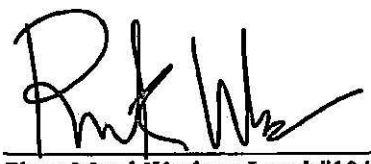
Northern California Carpenters Regional Council, for itself and its affiliated Local Unions

Asbestos Workers Local #16

Boilermakers Local #549

Bricklayers Local #3

Elevator Constructors Local #8



Sheet Metal Workers Local #104

Operating Engineers Local #3

District Council #16, Painters and Allied Trades, for itself and its affiliated Local Unions

Sprinklerfitters Local #483

United Association Local #342

Northern California Carpenters Regional Council, for itself and its affiliated Local Unions

Teamsters Local #315

Roofers and Waterproofers Local #81

Iron Workers Local #378

Northern California District Council of Laborers, for itself and its affiliated Local Unions

Cement Masons Local #300

International Brotherhood of Electrical Workers Local #302

Plasterers Local #66

United Association Local #159

United Association Local #355

Asbestos Workers Local #16

Teamsters Local #315

Boilermakers Local #549

Roofers and Waterproofers Local #81

Bricklayers Local #3

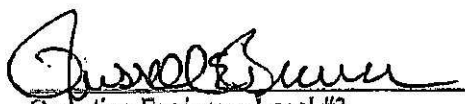
Iron Workers Local #378

Elevator Constructors Local #8

Northern California District Council of Laborers, for itself and its affiliated Local Unions

Sheet Metal Workers Local #104

Cement Masons Local #300



Operating Engineers Local #3

International Brotherhood of Electrical Workers Local #302

District Council #16, Painters and Allied Trades, for itself and its affiliated Local Unions

Plasterers Local #66

Sprinklerfitters Local #483

United Association Local #159

United Association Local #342

United Association Local #355

Northern California Carpenters Regional Council, for itself and its affiliated Local Unions

Asbestos Workers Local #16

Teamsters Local #315

Boilermakers Local #549

Roofers and Waterproofers Local #81

Bricklayers Local #3

Iron Workers Local #378

Elevator Constructors Local #8

Northern California District Council of Laborers, for itself and its affiliated Local Unions

Sheet Metal Workers Local #104

Cement Masons Local #300

Operating Engineers Local #3

International Brotherhood of Electrical Workers Local #302

District Council #16, Painters and Allied Trades, for itself and its affiliated Local Unions

Plasterers Local #66

Sprinklerfitters Local #483

United Association Local #159

United Association Local #342

United Association Local #355

Northern California Carpenters Regional Council, for itself and its affiliated Local Unions

Asbestos Workers Local #16

Teamsters Local #315

Boilermakers Local #549

Roofers and Waterproofers Local #81

Bricklayers Local #3

Iron Workers Local #378

Elevator Constructors Local #8

Northern California District Council of Laborers, for itself and its affiliated Local Unions

Sheet Metal Workers Local #104

Cement Masons Local #300

Operating Engineers Local #3

International Brotherhood of Electrical Workers Local #302

District Council #16, Painters and Allied Trades, for itself and its affiliated Local Unions

Plasterers Local #66

Stanley M. Smith

Sprinklerfitters Local #483

United Association Local #159

United Association Local #342

United Association Local #355

Northern California Carpenters Regional Council, for itself and its affiliated Local Unions

Asbestos Workers Local #16

Teamsters Local #315

Boilermakers Local #549

Roofers and Waterproofers Local #81

Bricklayers Local #3

Iron Workers Local #378

Elevator Constructors Local #8

Northern California District Council of Laborers, for itself and its affiliated Local Unions

Sheet Metal Workers Local #104

Cement Masons Local #300

Operating Engineers Local #3

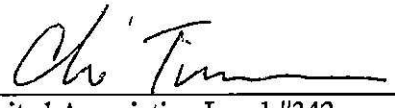
International Brotherhood of Electrical Workers Local #302

District Council #16, Painters and Allied Trades, for itself and its affiliated Local Unions

Plasterers Local #66

Sprinklerfitters Local #483

United Association Local #159



United Association Local #342

United Association Local #355

Northern California Carpenters Regional Council, for itself and its affiliated Local Unions

Asbestos Workers Local #16

Teamsters Local #315

Boilermakers Local #549

Roofers and Waterproofers Local #81

Bricklayers Local #3

Iron Workers Local #378

Elevator Constructors Local #8

Northern California District Council of Laborers, for itself and its affiliated Local Unions

Sheet Metal Workers Local #104

Cement Masons Local #300

Operating Engineers Local #3

International Brotherhood of Electrical Workers Local #302

District Council #16, Painters and Allied Trades, for itself and its affiliated Local Unions

Plasterers Local #66

Sprinklerfitters Local #483

United Association Local #159

United Association Local #342

United Association Local #355

Northern California Carpenters Regional Council, for itself and its affiliated Local Unions

Asbestos Workers Local #16

Teamsters Local #315

Boilermakers Local #549

Roofers and Waterproofers Local #81

Bricklayers Local #3

Iron Workers Local #378

Elevator Constructors Local #8

Northern California District Council of Laborers, for itself and its affiliated Local Unions

Sheet Metal Workers Local #104

Cement Masons Local #300

Operating Engineers Local #3

International Brotherhood of Electrical Workers Local #302

District Council #16, Painters and Allied Trades, for itself and its affiliated Local Unions

Plasterers Local #66

Sprinklerfitters Local #483

United Association Local #159

United Association Local #342

United Association Local #355

Northern California Carpenters Regional Council, for itself and its affiliated Local Unions

Asbestos Workers Local #16

Teamsters Local #315

Boilermakers Local #549

Roofers and Waterproofers Local #81

Bricklayers Local #3

Iron Workers Local #378

Elevator Constructors Local #8

Northern California District Council of Laborers, for itself and its affiliated Local Unions

Sheet Metal Workers Local #104

Cement Masons Local #300

Operating Engineers Local #3

International Brotherhood of Electrical Workers Local #302

District Council #16, Painters and Allied Trades, for itself and its affiliated Local Unions

Plasterers Local #66

Sprinklerfitters Local #483

United Association Local #159

United Association Local #342

United Association Local #355

Northern California Carpenters Regional Council, for itself and its affiliated Local Unions

Asbestos Workers Local #16

Boilermakers Local #549

Bricklayers Local #3

Elevator Constructors Local #8

Sheet Metal Workers Local #104

Operating Engineers Local #3

District Council #16, Painters and Allied Trades, for itself and its affiliated Local Unions

Sprinklerfitters Local #483

United Association Local #342

Northern California Carpenters Regional Council, for itself and its affiliated Local Unions

Teamsters Local #315

Roofers and Waterproofers Local #81

Iron Workers Local #378

Northern California District Council of Laborers, for itself and its affiliated Local Unions

Cement Masons Local #300

International Brotherhood of Electrical Workers Local #302

Plasterers Local #66

United Association Local #159

United Association Local #355

Asbestos Workers Local #16

Teamsters Local #315

Boilermakers Local #549

Roofers and Waterproofers Local #81

Bricklayers Local #3

Iron Workers Local #378

Elevator Constructors Local #8

Northern California District Council of Laborers, for itself and its affiliated Local Unions

Sheet Metal Workers Local #104

Cement Masons Local #300

Operating Engineers Local #3

International Brotherhood of Electrical Workers Local #302

District Council #16, Painters and Allied Trades, for itself and its affiliated Local Unions

Plasterers Local #66

Sprinklerfitters Local #483

United Association Local #159

United Association Local #342

United Association Local #355

Northern California Carpenters Regional Council, for itself and its affiliated Local Unions

Asbestos Workers Local #16

Teamsters Local #315

Boilermakers Local #549

Roofers and Waterproofers Local #81

Bricklayers Local #3

Iron Workers Local #378

Elevator Constructors Local #8

Northern California District Council of Laborers, for itself and its affiliated Local Unions

Sheet Metal Workers Local #104

Cement Masons Local #300

Operating Engineers Local #3

International Brotherhood of Electrical Workers Local #302

District Council #16, Painters and Allied Trades, for itself and its affiliated Local Unions

Plasterers Local #66

Sprinklerfitters Local #483

United Association Local #159

United Association Local #342

United Association Local #355

Northern California Carpenters Regional Council, for itself and its affiliated Local Unions

Asbestos Workers Local #16

Boilermakers Local #549

Bricklayers Local #3

Elevator Constructors Local #8

Sheet Metal Workers Local #104

Operating Engineers Local #3

District Council #16, Painters and Allied Trades, for itself and its affiliated Local Unions

Sprinklerfitters Local #483

United Association Local #342

Northern California Carpenters Regional Council, for itself and its affiliated Local Unions

Teamsters Local #315

Roofers and Waterproofers Local #81

Iron Workers Local #378

Northern California District Council of Laborers, for itself and its affiliated Local Unions

Cement Masons Local #300

International Brotherhood of Electrical Workers Local #302

Plasterers Local #66

United Association Local #159

United Association Local #355

Asbestos Workers Local #16

Teamsters Local #315

Boilermakers Local #549

Roofers and Waterproofers Local #81

Bricklayers Local #3

Iron Workers Local #378

Elevator Constructors Local #8

Northern California District Council of Laborers, for itself and its affiliated Local Unions

Sheet Metal Workers Local #104

Cement Masons Local #300

Operating Engineers Local #3

International Brotherhood of Electrical Workers Local #302

District Council #16, Painters and Allied Trades, for itself and its affiliated Local Unions

Plasterers Local #66

Sprinklerfitters Local #483

United Association Local #159

United Association Local #342

United Association Local #355

Northern California Carpenters Regional Council, for itself and its affiliated Local Unions

Asbestos Workers Local #16

Boilermakers Local #549

Bricklayers Local #3

Elevator Constructors Local #8

Sheet Metal Workers Local #104

Operating Engineers Local #3

District Council #16, Painters and Allied Trades, for itself and its affiliated Local Unions

Sprinklerfitters Local #483

United Association Local #342

Northern California Carpenters Regional Council, for itself and its affiliated Local Unions

Teamsters Local #315

Roofers and Waterproofers Local #81

Iron Workers Local #378

Northern California District Council of Laborers, for itself and its affiliated Local Unions

Cement Masons Local #300

International Brotherhood of Electrical Workers Local #302

Plasterers Local #66

United Association Local #159

United Association Local #355

ADDENDUM A
AGREEMENT TO BE BOUND

[Addressee]
[Address]
[City and State]

Re: City of Pittsburg Project Labor Agreement.

Dear Mr. /Ms. _____:

The undersigned party confirms that it agrees to be a party to and bound by the City of Pittsburg Project Stabilization Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to Be Bound, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements as set forth in Section9.1, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by the City of Pittsburg Project Stabilization Agreement undertaken by the undersigned party. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement to Be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter. However, the undersigned agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) so requires.

Contractor/Subcontractor: _____

Project Contract Number: _____

California State License Number:
or Motor Carrier (CA) Permit Number: _____

Name and Signature of Authorized Person: _____
(Print Name)

_____ _____
(Print Title) (Signature)

Address and Telephone Number: _____

State Public Works Registration Number: _____

144963\992222

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 Two Ordinances for the Objective Design Standards 2023 Project: 1) Adding Article XXI to Chapter 18.84 of the Pittsburg Municipal Code; and 2) Amending the Zoning Map for Certain Multi-family Housing and Mixed-use Development Projects to Further Housing Production Consistent with State Law

MEETING DATE: December 18, 2023

EXECUTIVE SUMMARY

On October 2, 2023, the City Council held a public hearing on a City-initiated request for adoption of two Ordinances for the Objective Design Standards 2023 Project: 1) adding Article XXI to Chapter 18.84 of the Pittsburg Municipal Code; and 2) amending the Zoning Map for certain multi-family housing and mixed-use development projects to further housing production consistent with state law. The City Council introduced and waived further reading of two Ordinances approving the Objective Design Standards 2023 Project. This item has been continued from the November 6, 2023 and the November 20, 2023 City Council hearings. The Ordinance is now ready for City Council adoption.

FISCAL IMPACT

There is no direct fiscal impact associated with the adoption of the proposed ordinances. Staff believes the adoption of the ODS would result in high-quality development throughout the City, furthering property values and thus, the City's property tax revenue. The Project would also likely reduce staff time related to processing multi-family housing and mixed-use development projects.

RECOMMENDATION

City Council move to adopt two Ordinances approving a Zoning Map Amendment and a Zoning Text Amendment for Objective Design Standards 2023.

BACKGROUND

On May 9, 2023, the Planning Commission held a public hearing and unanimously adopted Resolution No. 10229, recommending City Council approval of the Project. On

October 2, 2023, the City Council held a public hearing and introduced and waived further reading of two Ordinances to approve a Zoning Amendment and a Map Amendment for the Objective Design Standards 2023 Project.

SUBCOMMITTEE FINDINGS

In November of 2022, a proposal to establish a City-wide overlay to implement objective design standards for qualifying projects was presented to the City's Land Use Subcommittee. Potential concerns identified by the Subcommittee included building massing and "cookie-cutter-like" architectural design. Subsequently, the City scheduled a second Land Use Subcommittee Hearing in April of 2023, to further discuss the proposed standards. Based on feedback and comments City staff presented a set of regulations, now titled "Objective Design Standards 2023" with the addition of a new chapter to address the previously raised concerns. Chapter 5, entitled "Massing and Façade Articulation Standards", provides additional objective standards to address potential clustering or semblance among adjacent structures. The Subcommittee members remarked that the addition of Chapter 5 addressed the previously raised concerns and were overall supportive of seeing the project move forward.

STAFF ANALYSIS

After the City Council holds a public hearing and introduces an Ordinance on a given matter, approval of the matter is formalized by City Council adoption of the Ordinance by a majority vote at a meeting no fewer than five days after the public hearing. The Ordinance becomes effective 30 days after the date of its adoption.

ATTACHMENTS

1. Ordinance Adding Article XXI of Chapter 18.84 to the Pittsburg Municipal Code
    - Exhibit A Objective Design Standards 2023
2. Ordinance Amending the Zoning Map, for Certain Multi-Family Housing and Mixed-Use Development Projects, to Further Housing Production Consistent with State Law
    - Exhibit A Objective Design Standards 2023 Overlay Map (Rezone)

Report prepared by: Kelsey Gunter, Associate Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving Objective Design Standards 2023	)	
Adding Article XXI to Chapter 18.84 the	)	ORDINANCE NO. 23-
Pittsburg Municipal Code	)	

WHEREAS, the California Legislature has passed, and the Governor has signed a number of laws in recent years aimed at increasing the production of housing; and

WHEREAS, California Government Code Section 65913.4, as added by Senate Bill 35 of 2017, and as amended since, sets forth a ministerial approval process requiring objective design standards for specified residential housing projects; and

WHEREAS, staff has drafted a set of objective design standards to be applicable as set forth in an overlay district in compliance with state law; and

WHEREAS, the proposed amendments are governed by the applicable goals and policies of the Pittsburg General Plan and the Pittsburg Municipal Code (PMC); 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 or prior to April 28, 2023, notice of the May 9, 2023, Planning Commission 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 May 9, 2023, the Planning Commission held the hearing to consider proposed Resolution Recommending City Council adoption of an Ordinance Approving Objective Design Standards 2023, Adding Article XXI to Chapter 18.84 of the Pittsburg Municipal Code, and amending the Zoning Map, for certain multi-family housing and mixed-use development projects, to further housing production consistent with state law, AP-22-0117 (RZ) and voted to adopt Resolution No.10229, recommending City Council approval of adding Article XXI to Chapter 18.84 of Title 18; and

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

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

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

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

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

WHEREAS, on or prior to September 8, 2023, in accordance with Government Code section 65091 and Pittsburg Municipal Code (PMC) section 18.14.020, a "Notice of Public Hearing" for the September 18, 2023 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. The notice was also posted on www.nextdoor.com ("Nextdoor"); and

WHEREAS, on October 2, 2023, the City Council held a duly noticed public hearing on the Planning Commission's recommendation for the City Council to approve the proposed amendment to Title 18; and

WHEREAS, this amendment of the municipal code 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 the activity in question consists of zoning text amendments that would not result in a physical impact on the environment.

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

SECTION 1. Findings.

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

B. Based on the City Council Staff Report dated October 2, 2023, and entitled, "Introduction and Waive First reading of Two Ordinances for Objective Design Standards 2023: Adding Article XXI to Chapter 18.84 of the Pittsburg Municipal Code and Amending the Zoning Map for Certain Multi-family Housing and Mixed-use Development Projects to Further Housing Production Consistent with State Law", and based on all written and oral testimony presented at the meeting, the City Council finds that:

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

2. The proposed amendments are consistent with the objectives, policies, general land uses and programs in the General Plan. Most specifically, Land Use Element (LUE) Goal 2-P-2 which directs the City to update the City's Zoning Ordinance and Subdivision Regulations for consistency with the General Plan.

3. The proposed amendments are compatible with uses and regulations of the land use district for which they are proposed, in that the proposed amendments would allow consistency with recently adopted or enacted legislation on Objective Design Standards by the state.

4. There is a community need for the proposed amendments in that they make PMC Title 18 more current to administering land use policies within the City of Pittsburg.

5. The proposed changes would be in conformity with the public convenience, general welfare, and good zoning practice, in that it removes ambiguities to make it clear and easier for both staff and the general public to understand and use as a guide in planning and processing development applications.

SECTION 2. Amendment. PMC Title 18 is hereby amended to add Article XXI to Chapter 18.84 as set forth below:

Article XXI. Objective Design Standards

18.84.980 Purpose.

The purpose of this article is to establish objective design standards, in compliance with state law, that protect and promote public health, safety, welfare and community aesthetics consistent with the goals, objectives and policies in the General Plan. This article establishes an application and review process for residential or mixed-use projects qualifying for ministerial approval under state law that further housing production.

18.84.985 Applicability.

A. Objective design standards shall apply to proposed development as identified in Objective Design Standards 2023.

B. The objective design standards shall be implemented through an overlay of zones.

C. Any applicant for a proposed development may select either to comply with the objective design standards or Title 18, Chapter 18.36.

18.84.990 Application Requirements.

Application requirements are set forth in Objective Design Standards 2023.

18.84.995 Standard of Review.

Proposed development subject to objective design standards and ministerial approval shall be considered in compliance with state law and requirements set forth in Objective Design Standards 2023.

SECTION 3. Approval and Adoption. The City Council hereby approves and adopts

Objective Design Standards 2023 attached as, “Exhibit A” to this Ordinance.

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

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

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

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on October 2, 2023, and was adopted and ordered published at a regular meeting of the City Council held on December 18, 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk









Objective Design Standards 2023

Final Draft

July 2023

OPTICOS

This page intentionally left blank

Table of Contents

Section 1: Introduction **1**

1.010	Purpose	1
1.020	Objective Design Standards	1
1.030	Applicability	1
1.040	Relationship to the City of Pittsburg General Plan	5
1.050	Relationship to Title 18 (Zoning)	5
1.060	Permits and Procedures	7

Section 2: ODS Zone Standards **19**

2.010	Purpose	19
2.020	ODS Overlay Map	19
2.030	Overview of ODS Zones	19
2.040	T3 Neighborhood (T3N)	29
2.050	T4 Neighborhood (T4N)	33
2.060	T4 Main Street (T4MS)	37
2.070	T5 Neighborhood (T5N)	41
2.080	T5 Main Street (T5MS)	45
2.090	Allowed Uses	49

Section 3: Site Standards **51**

3.010	Purpose	51
3.020	Screening	52
3.030	Parking	54
3.040	Large Sites	59

Section 4: Building Types **65**

4.010 Purpose 65
4.020 Building Types 65
4.030 Overview of Building Types 69
4.040 Duplex Side-by-Side 70
4.050 Duplex Stacked 72
4.060 Cottage Court 74
4.070 Multiplex Small 76
4.080 Multiplex Large 78
4.090 Townhouse 80
4.100 Courtyard Building Small 82
4.110 Courtyard Building Large 84
4.120 Main Street Building 86

Section 5: Massing and Facade Articulation Standards 89

5.010 Purpose 89
5.020 Overview of Façade and Design Standards 89
5.030 Massing and Composition 90
5.040 Tripartite Facade Articulation 91
5.050 Architectural Recession(s) 92
5.060 Windows and Openings 93

Section 6: Frontage Types **95**

6.010 Purpose 95
6.020 Frontage Types 95
6.030 Overview of Frontage Types 96
6.040 Porch Projecting 98
6.050 Porch Engaged 99
6.060 Dooryard 100
6.070 Stoop 101
6.080 Forecourt 102
6.090 Shopfront 103
6.100 Terrace 104
6.110 Gallery 105

Section 7: Civic Space Types **107**

7.010 Purpose 107
7.020 Civic Space Types 107
7.030 Overview of Civic Space Types 108
7.040 Pocket Park/Plaza 109
7.050 Playground 110
7.060 Passage 111
7.070 Greenway 112
7.080 Plaza 113

Section 8: Definitions **115**

8.010 Purpose 115
8.020 Definitions 115
8.030 Measurement Methods 133

Quick Code Guide for Developments Less Than Five Acres

The following graphic is intended as a summary guide.

1 Determine your Maximum Zoning Envelope[1]

Identify your zone, see Section 2 (ODS Zone Standards)	a. Select your building type(s)	Table C of the ODS zone
	b. Comply with building placement standards	Table E of the ODS zone
	c. Comply with building form and height standards	Table D of the ODS zone
	d. Select from allowed uses	Title 18, Division III. Base District Regulations
	e. Comply with parking standards	Table G of the ODS zone
	f. Select your frontage type	Table F of the ODS zone
Identify your building type standards, see Section 4 (Building Types)	g. Comply with the standards	Tables A-F of the building type

[1] This process shall be applied to each design site.

2 Connect Ground Floor to Adjacent Streetscape

Apply your frontage type(s), see Section 6 (Frontage Types)	a. Based on your selected frontage type(s), comply with the standards	Tables A-C of the frontage type

3 Proceed to Approval Process

Identify your approval procedure, see Subsection 1.060 (Permits and Procedures)	a. Comply with the procedure standards	Subsection 1.060 (Permits and Procedures)

Quick Code Guide for Developments Over Five Acres with Widths along Front or Side Street Over 800 Feet

The following graphic is intended as a summary guide.

1 Design your Design Sites

Identify Large Sites, see Subsection 3.050 (Large Sites)	a. Comply with the standards	Subsection 3.050 (Large Sites)

2 Determine your Maximum Zoning Envelope[1]

Identify your zone, see Section 2 (ODS Zone Standards)	a. Select your building type(s)	Table C of the ODS zone
	b. Comply with building placement standards	Table E of the ODS zone
	c. Comply with building form and height standards	Table D of the ODS zone
	d. Select from allowed uses	Title 18, Division III. Base District Regulations
	e. Comply with parking standards	Table G of the ODS zone
	f. Select your frontage type	Table F of the ODS zone
Identify your building type standards, see Section 4 (Building Types)	g. Comply with the standards	Tables A-F of the building type

[1] This process shall be applied to each design site.

3 Connect Ground Floor to Adjacent Streetscape

Apply your frontage type(s), see Section 6 (Frontage Types)	a. Based on your selected frontage type(s), comply with the standards	Tables A-C of the frontage type

4 Proceed to Approval Process

Identify your approval procedure, see Subsection 1.060 (Permits and Procedures)	a. Comply with the procedure standards	Subsection 1.060 (Permits and Procedures)

This page intentionally left blank

Section 1: Introduction

Subsections:

1.010 Purpose
1.020 Objective Design Standards
1.030 Applicability
1.040 Relationship to the City of Pittsburg General Plan
1.050 Relationship to Title 18 (Zoning)
1.060 Permits and Procedures

1.010 Purpose

This Article XXI, Chapter 18.84 (City of Pittsburg Objective Design Standards), shall hereafter be referred to as the "ODS." The ODS implements the City of Pittsburg's General Plan vision through the application of ODS zones and standards that reflect a context-specific approach based upon the City of Pittsburg's distinct development patterns.

1.020 Objective Design Standards

The ODS sets forth the standards for neighborhood design, building form, and uses within ODS zones. These standards reflect the community's vision for implementing the intent of the City of Pittsburg General Plan to facilitate housing production and specifically infill housing production, through development that reinforces the character and scale of the City's walkable centers, neighborhoods, and corridors.

1.030 Applicability

1. **Rules for Construction of Language.** The following general rules for construction of language apply to the text of this ODS:

    A. **Tenses and Numbers.** Words used in the present tense include the future, words used in the singular include the plural, and the plural includes the singular, unless the context clearly indicates the contrary.

    B. **Applicable.** The applicable standards of this ODS apply so as to not require stating the phrase "and all applicable standards" throughout this ODS.

    C. **Conjunctions.** Unless the context clearly indicates otherwise, the following conjunctions shall be interpreted as follows:

        (1) "And" indicates that all connected items or provisions apply;

        (2) "Or" indicates that the connected items or provisions may apply; and

        (3) "Either/or" indicates that the connected items or provisions apply singly but not in combination.

2. **ODS Implementation.**

A. This ODS apply to proposed development as identified in Table 1.030.A (Applicability).

B. The standards in this ODS are implemented through an overlay of zones, see Figure 2.020.1 (ODS Overlay Map) for zones established in this ODS.

C. Pursuant to California state law, affordable housing projects, farmworker housing and emergency shelters [all as defined in Section 8 of the ODS (Definitions)] are subject to objective design review standards. The State Legislature imposed this requirement to facilitate the creation of new housing. However, the City recognizes that for certain projects, Article XXI, Chapter 18.84 (Objective Design Standards) may be more burdensome than the City's standard zoning process under Title 18 (Zoning). To further the intent of the State Legislature in streamlining the application and approval process for these projects, the City requires the applicant to select one of the following set of objective design standards to apply to their project: (1) Title 18 (Zoning) or (2) Article XXI, Chapter 18.84 (Objective Design Standards). This shall not apply to projects eligible under Senate Bill 35.

D. The standards in this ODS prevail unless stated otherwise. See Table 1.050.A: Relationship of Article XXI, Chapter 18.84 (Objective Design Standards) to Title 18 (Zoning) for reference.

Table 1.030.A: Applicability

Development Type	ODS Applies
Objective Residential Development [1]	
Single-Unit Residential	No
Two-Unit Residential	Yes
Multi-Unit Residential	Yes
Affordable Housing [2]	Yes
Objective Mixed-Use Development [1]	
At least 2/3 of square footage designated for residential units	Yes
At least 2/3 of square footage designated for Affordable Housing [2]	Yes
Less than 2/3 of square footage designated for residential units	No
Other Development	
Non-Residential	No
Non-Objective Residential Development [3]	No
Non-Objective Mixed-Use Development [3]	No

[1] Includes Transitional and Supportive Housing, Emergency Shelters, and Farmworker Housing meeting all eligibility criteria and specific protections by development type per the Government Code.

[2] "Affordable Housing" refers to projects that contain the minimum percentage of affordable housing units to be eligible for Senate Bill 35 streamlining. See Government Code §65913.4(a)

[3] Development that does not comply with objective General Plan, zoning, and subdivision standards of the City of Pittsburg

3. **Requirements.** As required by Table 1.030.A (Applicability), the standards in this ODS apply to all proposed development and improvements within ODS zones as identified below.

   A. **General**

      (1) A design site is a portion of land within a parcel, delineated from other design sites and/or parcels to accommodate no more than one building type. From the allowed types in the ODS zone, and in compliance with the listed standards, the following shall be selected for each design site:

         (a) Only one primary building type per design site is allowed, except an Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit, in compliance with Section 18.50.315 (Design and Development Standards) in Title 18 (Zoning) of the Municipal Code, may be included within a design site in addition to the primary building type. Parcels with enough land area to meet the ODS zone standards for minimum design site width and depth may have multiple design sites;

         (b) At least one private frontage type; and

         (c) At least one use type.

      (2) Building types and frontage types not listed in the ODS zone's standards are not allowed in that zone.

      (3) Uses. Refer to the underlying zone for the allowed uses and standards in Title 18, Division III. Base District Regulations.

      (4) New buildings and their improvements are subject to the City of Pittsburg local standards for Fire Safety and Building Safety.

   B. **Site Standards.** Section 3 (Site Standards)

      (1) **Screening.** The standards of Subsection 3.020 (Screening) apply to all new elements specified in Subsection 3.020 (Screening) for:

         (a) All new development;

         (b) Additions over 25 percent of the existing floor area of primary building;

         (c) Reconstruction or reconfiguration of existing primary building that includes a remodel affecting more than 25 percent of existing floor area;

         (d) Replacement of existing fencing or screening; and/or

         (e) Installation of new equipment (e.g, HVAC, backflow preventer, etc.)

      (2) **Landscaping and Tree Standards.**

         (a) Landscaping Standards. Refer to Article VII. Landscaping, Irrigation and Hydroseeding of Title 18 (Zoning) for applicable standards.

         (b) Tree Standards. Refer to Article XIX. Tree Preservation and Protection of Title 18 (Zoning) for applicable standards

(3) **Parking.** The standards of Subsection 3.030 (Parking) apply to the following:

(a) New development;

(b) Changes in land use; and/or

(c) Changes in intensity of buildings or structures made after the effective date of this ODS that cause an increase or decrease of 25 percent or greater in:

i. Gross floor area;

ii. Seating capacity;

iii. Units; and/or

iv. Parking spaces.

(d) Parking lot and access shall be redesigned in compliance with Subsection 3.030 (Parking) when additional parking of at least 25 percent from existing is proposed.

(4) **Large Site Standards.** The standards of Subsection 3.040 (Large Sites) apply to new development on a project of at least five acres in area and at least 800 feet in length along the front or side street as follows:

(a) **Design Sites**

i. New buildings are required to be designed in compliance with the design site width and depth standards of the ODS zone.

ii. This ODS does not require the recordation of design site lines. The design site width and depth standards are for the purpose of consistently achieving pedestrian-oriented and scaled buildings.

(b) **Blocks and Thoroughfares**

i. Development sites shall be divided into new blocks in compliance with Subsection 3.040.7 (Block Size).

ii. New thoroughfares are required to form blocks in compliance with Table 3.040.7 (Block Size).

iii. When designing a new thoroughfare or retrofitting an existing thoroughfare, the standards in Roadway Standard Details of the City Council Resolution 07-10785, City Standard Details and Specifications, apply.

(c) **Applying Zones for Developments over 20 acres.**

i. Developments shall apply at least two zones using only the zones established in Section 2 (ODS Zone Standards) and in compliance with Table 3.040.B (Available Zones by General Plan Land Use Designation).

(d) **Civic Space Types.** See Section 7 (Civic Space Types).

C. **Building Type Standards.** The standards of Section 4 (Building Types) apply to the following:

(1) New buildings (except public safety buildings); and

(2) Additions over 50 percent of the existing floor area of primary building (except public safety buildings).

D. **Frontage Type Standards.** The standards of Section 6 (Frontage Types) apply to the following:

(1) New buildings;

(2) Existing buildings within 30 feet of the front or side street or public open space;

(3) Private property improvement on existing building within 30 feet of a front or side street; and

(4) Modification of pedestrian entrance(s) on existing building within 30 feet of a front or side street.

E. **Civic Space Type Standards.** The standards of Section 7 (Civic Space Types) apply to the following:

(1) Development sites larger than three acres are required to create new civic space(s) in compliance with Section 7 (Civic Space Types).

F. **Nonconforming Situations.** The standards of Chapter 18.76 (Nonconforming Uses and Structures) in Title 18 (Zoning) apply to all nonconforming situations

G. **Permits and Procedures.** Applications for development are to be processed in compliance with the procedures identified in Subsection 1.060 (Permits and Procedures).

1.040 Relationship to the City of Pittsburg General Plan

This ODS implements the City's General Plan vision through a palette of ODS zones described in Section 2 (ODS Zone Standards). This ODS is applied to walkable environments, existing or new. Walkable is described as an environment that is pedestrian-oriented in nature, with a variety of housing choices, where bicycling and walking are viable daily options because services, retail, or restaurants are within 2,000 linear feet of most residences in the development.

1.050 Relationship to Title 18 (Zoning)

Table 1.050.A: Relationship of Article XXI, Chapter 18.84 (Objective Design Standards) to Title 18 (Zoning) identifies the relationship of Article XXI, Chapter 18.84 (Objective Design Standards) to Title 18 (Zoning) only for parcel(s) mapped with ODS zones subject to Article XXI, Chapter 18.84 (Objective Design Standards). All other content in Title 18 (Zoning) not identified in the table continue to apply.

Table 1.050.A: Relationship of Article XXI, Chapter 18.84 (Objective Design Standards) to Title 18 (Zoning)		
Title 18 (Zoning)		**Article XXI, Chapter 18.84 (Objective Design Standards)**
Division/Chapter	**Description**	**Status**
Division I	General Provisions	Superseded by Chapter 1 (Introduction), except as noted otherwise.
Division II	Administration	Superseded by Subsection 1.060 (Permits and Procedures), except as noted otherwise.
Division III	Base District Regulations	
Chapter 18.50	Residential Districts: RM, RMD, RH, RHD	Superseded by this Article XXI, Chapter 18.84 (Objective Design Standards), except as noted otherwise.
Chapter 18.52	Commercial Districts: CC, CN, CP, CS, CSD	Superseded by this Article XXI, Chapter 18.84 (Objective Design Standards), except as noted otherwise.
Chapter 18.53	Mixed Use Districts: M	Superseded by this Article XXI, Chapter 18.84 (Objective Design Standards), except as noted otherwise.
Chapter 18.62	Planned Development Districts: PD	Superseded by this Article XXI, Chapter 18.84 (Objective Design Standards), except as noted otherwise.
Division IV	Overlay District Regulations	
Chapter 18.74	Residential and Commercial Districts: RM-O, RMD-O, CS-O	Superseded by this Article XXI, Chapter 18.84 (Objective Design Standards), except as noted otherwise.
Division V	General Land Use Regulations	
Chapter 18.78	Off-Street Parking and Loading	Superseded by Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone, and Subsection 3.030 (Parking), except as noted otherwise.
Chapter 18.80	Development Standards for All Uses	
	18.80.010 Building Projections	Superseded by Table E (Building Placement) of the ODS zone
	18.80.015 Flag Lot	Superseded by Table C (Building Types and Design Site Size) of the ODS zone
	18.80.025 Mechanical and Utility Equipment	Superseded by Subsection 3.020 (Screening), except as noted otherwise.
	18.80.050 Street Line, Minimum length	Superseded by Table E (Building Placement) of the ODS zone
Chapter 18.84	Special Land Use Regulations Applicable to Specific Uses	
	Article IV. Fences and Walls	Superseded by Subsection 3.020 (Screening), except as noted otherwise.
All Divisions within Title 18 (Zoning) apply unless specified by this table.		

1.060 Permits and Procedures

1. **Procedures for Applications Filed Under** Senate Bill 35

   A. **Applicability**

      (1) This Subsection applies to housing development projects applying for approval under Government Code §65913.4 and replaces the City's procedures for reviewing discretionary applications.

      (2) Pursuant to California state law, affordable housing projects, farmworker housing and emergency shelters [all as defined in Section 8 of the ODS (Definitions)] are subject to objective design review standards. The State Legislature imposed this requirement to facilitate the creation of new housing. However, the City recognizes that for certain projects, Article XXI, Chapter 18.84 (Objective Design Standards) may be more burdensome than the City's standard zoning process under Title 18 (Zoning). To further the intent of the State Legislature in streamlining the application and approval process for these projects, the City requires the applicant to select one of the following set of objective design standards to apply to their project: (1) Title 18 (Zoning) or (2) Article XXI, Chapter 18.84 (Objective Design Standards).

      (3) This Subsection shall remain in effect for the same period as Senate Bill 35 provisions contained in Government Code §65913.4. Unless Senate Bill 35 provisions are extended by the State Legislature, this Subsection shall remain in effect only until January 1, 2026, and as of that date is repealed.

      (4) The California Environmental Quality Act (CEQA) does not apply to projects eligible under Senate Bill 35.

      (5) The Department of Housing and Community Development is charged with developing guidelines for implementing Senate Bill 35. These procedures may change if required by changes in those guidelines or in Government Code §65913.4.

   B. **Definitions.** Terms defined in Government Code §65913.4 shall apply to this Subsection and shall control in the event of a conflict between definitions in this ODS and definitions in Government Code §65913.4.

   C. **Application Filing**

      (1) **Preliminary Application Filing**. An applicant shall file a notice of intent to submit a Senate Bill 35 application in the form of a preliminary application consistent with Government Code §65941.1.

         (a) **Form**. A preliminary application shall be filed on a form provided by the City with the required fee. If the City has not prepared a form, a preliminary application shall be filed on the standardized form adopted by the California Department of Housing and Community Development.

         (b) **Timeline**. Within 180 calendar days after submitting a preliminary application, an applicant shall submit a full Senate Bill 35 application, provided scoping consultation has concluded consistent with Subsection 1.060.1.C.(1).(c) (Scoping Consultation).

(c) **Scoping Consultation**

i. Upon receipt of the preliminary application, the City shall contact the Native American Heritage Commission for assistance in identifying any California Native American tribe that should be noticed. The City shall provide a formal notice of the applicant's intent to submit a full application to each required California Native American tribe within 30 days of preliminary application submittal. The formal notice shall be consistent with Government Code §65913.4(b).

ii. If, within 30 days of receipt of the formal notice, any California Native American tribe that was formally noticed accepts the invitation to engage in scoping consultation, the City shall commence scoping consultation within 30 days of receiving that response.

iii. Scoping consultation shall be conducted consistent with Government Code §65913.4(b). If, after scoping consultation is concluded, a development is not eligible for Senate Bill 35 streamlining, the City shall provide written documentation as required by Government Code §65913.4(b) to the applicant and any California Native American tribe that is a party to that scoping consultation.

(2) **Full Application**. If the development remains eligible to apply under Senate Bill 35 after scoping consultation consistent with Government Code §65913.4(b) has concluded, an applicant may file a full Senate Bill 35 application on a form provided by the City with the required fee.

D. **Completeness Review**. The City shall review an application for compliance consistent with Subsection 1.060.1.E (Compliance Review); there shall be no separate or additional time frame for completeness review. Only the items necessary to determine compliance with the provisions contained in Government Code §65913.4(a) shall be required.

E. **Compliance Review**

(1) **Scope of Review**. The Review Authority's scope of review is limited to all of the provisions contained in Government Code §65913.4(a) and the objective standards in effect at the time of preliminary application submittal.

(2) **Review Time frames and** Review Authority

(a) **Consistency Review**. The Zoning Administrator or his/her designee shall determine if the application complies with all of the provisions contained in Government Code §65913.4(a) and applicable objective standards within the following time frames:

i. Within 60 calendar days of application submittal for applications that include 150 or fewer housing units.

ii. Within 90 calendar days of application submittal for applications that include 151 or more housing units.

(b) **Design Review or Public Oversight**. Any design review or public oversight (i.e., Planning Commission review) to determine if the application complies with all of the provisions contained in Government Code §65913.4(a) and applicable objective standards shall occur within the following time frames:

i. Within 90 calendar days of application submittal for applications that include 150 or fewer housing units.

ii. Within 180 calendar days of application submittal for applications that include 151 or more housing units.

(3) **Compliance Determination**

(a) **Compliant Application.** If the application complies with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards, the City shall complete any design review or public oversight and any subdivision approval within the time frames listed in this Subsection 1.060.1.E (Compliance Review). Only objective design and subdivision standards may be applied. See Subsection 1.060.1.F (Decision on Project).

(b) **Non-Compliant Application.** If the application does not comply with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards, the Review Authority shall make the following determination:

i. If the application does not comply with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards, the Review Authority shall provide the applicant with written documentation of which standards the development conflicts with and an explanation of the reasons the development conflicts with each standard.

ii. Resubmitted Application. If the project was found to be non-compliant, the applicant may resubmit the application for Senate Bill 35 streamlining, and the City shall review it for compliance with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards subject to the same timelines in this Subsection.

iii. Project Ineligible. If the project is ineligible for Senate Bill 35 streamlined processing, the applicant may elect to submit an application for the applicable discretionary approval.

F. **Decision on Project**

(1) **Project Approval and Findings.** The Review Authority shall approve the application if the Review Authority finds that the proposed development is compliant with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards, including objective subdivision standards.

(2) **Conditions of Approval.** The Review Authority may impose conditions of approval provided those conditions of approval are objective and broadly applicable to development within the City.

G. **Post-decision Procedures**

(1) **Subsequent Permits.** Any necessary subsequent permits shall be issued on a ministerial basis subject to applicable objective standards. If a public improvement is necessary to implement a development subject to this Subsection, and that public improvement is located on land owned by the City , the Review Authority shall process any approvals needed as required by Government Code §65913.4(h)(3).

(2) **Post-Approval Modifications**

(a) **Post-Approval Modification Request.** An applicant or the City may request a modification to an approved development if that request is made prior to the issuance of the final building permit.

(b) **Applicability of Objective Standards to Modifications.** The Review Authority shall only apply objective standards in effect when the original application was submitted, except that objective standards adopted after the date of original submittal may be applied in any of the following instances:

i. The total number of residential units or total square footage of construction changes by 15 percent or more; or

ii. The total number of residential units or total square footage of construction changes by five percent or more, and it is necessary to subject the development to an objective standard beyond those in effect when the application was submitted in order to mitigate or avoid a specific adverse impact upon public health of safety, for which there is no feasible alternative method to satisfactorily mitigate or avoid.

(c) **Post-Approval Modification Review Time frame and Decision.** The Review Authority shall determine if the modification is consistent with objective planning standards and issue a decision on the applicant's modification request within 60 days after submittal unless design review is required, in which case a decision shall be made within 90 days.

(3) **Expiration.** An application approved consistent with this Subsection shall remain valid for three years; however, an application approval shall not expire if the development includes public investment in housing affordability, beyond tax credits, where 50 percent of the units are affordable to households making at or below 80 percent of the area median income consistent with Government Code §65913.4(f).

(4) **Extension.** At the discretion of the Review Authority, a one-year extension may be granted consistent with Government Code §65913.4(f)(3).

2. **Procedures for applications filed consistent with the Housing Accountability Act**

A. **Applicability**

(1) This Subsection applies to housing development projects as defined by Government Code §65589.5(h)(2).

(2) Pursuant to California state law, affordable housing projects, farmworker housing and emergency shelters [all as defined in Section 8 of the ODS (Definitions)] are subject to objective design review standards. The State Legislature imposed this requirement to facilitate the creation of new housing. However, the City recognizes that for certain projects, Article XXI, Chapter 18.84 (Objective Design Standards) may be more burdensome than the City's standard zoning process under Title 18 (Zoning). To further the intent of the State Legislature in streamlining the application and approval process for these projects, the City requires the applicant to select one of the following set of objective design standards to apply to their project: (1) Title 18 (Zoning) or (2) Article XXI, Chapter 18.84 (Objective Design Standards).

(3) This Subsection shall remain in effect for the same period as provisions contained in the Government Code §65589.5 (Housing Accountability Act). Any provisions that are not extended by the State Legislature shall be repealed as of the date those provisions in the Housing Accountability Act are deemed null and void.

B. **Definitions.** Terms defined in Government Code §65589.5 shall apply to this Subsection and shall control in the event of a conflict between definitions in this ODS and definitions in Government Code §65589.5.

C. **Application Filing**

(1) **Preliminary Application Filing (Optional).** An applicant may file a preliminary application consistent with Government Code §65941.1.

(a) A preliminary application shall be filed on a form provided by the City with the required fee. If the City has not prepared a form, a preliminary application shall be filed on the standardized form adopted by the California Department of Housing and Community Development.

(b) Within 180 calendar days after submitting a preliminary application, an applicant shall submit a full application for the housing development.

(2) **Full Application.** An applicant may file a full application for a housing development without filing a preliminary application. The full application shall be filed on a form provided by the City with the required fee.

D. **Conflicting Procedures.** This Subsection provides additional procedures that shall be followed for applicable projects. If conflicts occur between the City's procedures and the procedures of this Subsection, this Subsection shall control.

E. **Completeness Review**

(1) **Preliminary Application.** If a preliminary application is filed, the preliminary application shall be deemed complete when the preliminary application containing all of the information listed in the preliminary application form is submitted. If all listed information is not provided, the City shall request the missing information from the applicant.

(2) **Full Application**

(a) Once a full application is submitted, the City shall inform the applicant in writing within 30 calendar days of submittal or resubmittal that the application is complete or incomplete and the additional information required consistent with Government Code §65943. Only information requested in the City's application forms can be requested. If the City does not provide written notification within this time frame, the application shall be deemed complete. The City shall review each resubmittal within the 30-day period and cannot request information that was not listed in the first incompleteness letter.

(b) If an applicant receives written notification that the application is incomplete, and a preliminary application was submitted for the housing development, the applicant shall submit the information needed to complete the application within 180 calendar days of receiving the written notification of incompleteness. If the applicant does not submit this information within this time frame, the preliminary application shall expire and have no further force or effect.

(c) If a second determination of incompleteness is provided, the applicant shall be able to appeal the decision to the City Council. The City shall make a decision on the appeal no later than 60 calendar days after receipt of the applicant's written appeal. The initial appeal may be to the Planning Commission, but in that case the City Council shall still make a decision within 60 days. If the decision on the appeal is not made within this time frame, the application shall be deemed complete.

F. **Compliance Review**

(1) **Scope of Review**

(a) **Housing Development with a Preliminary Application Submittal.** A housing development for which a preliminary application was submitted shall only be subject to the ordinances, policies, and standards adopted and in effect when the preliminary application is submitted, except in the following circumstances:

i. A fee, charge, or other monetary exaction increase resulting from an automatic annual adjustment based on an independently published cost index that is referenced in the ordinance or resolution establishing the fee or monetary exaction.

ii. A preponderance of the evidence in the record establishes that subjecting the housing development to an ordinance, policy, or standard beyond those in effect when the preliminary application was submitted is necessary to mitigate or avoid a specific, adverse impact upon the public health or safety, and there is no feasible alternative method to satisfactorily mitigate or avoid the adverse impact.

iii. Subjecting the housing development to an ordinance, policy, standard, or any other measure, beyond those in effect when the preliminary application was submitted is necessary to avoid or substantially lessen an impact consistent with CEQA.

iv. The housing development has not commenced construction within 2.5 years following the date of the housing development's final approval (as defined in Government Code §65589.5(o)(1)(D)).

v. The number of residential units or square footage of construction proposed changes by 20 percent or more, exclusive of any increase resulting from a density bonus, incentive, concession, waiver, or similar provision.

(b) **Housing Development without a Preliminary Application Submittal.** A housing development shall be subject to objective standards in effect when the application was deemed complete.

(2) **Review Time frames**

(a) Applications for housing development containing 150 or fewer units shall be reviewed for compliance with applicable objective standards within 30 calendar days of being deemed complete.

(b) Applications for housing development containing more than 150 units shall be reviewed for compliance with applicable objective standards within 60 calendar days of being deemed complete.

(3) **Review Authority.** The Review Authority shall be the Review Authority consistent with the City's procedures for the full application; however, if the Director of Planning & Building or his/her designee is not the Review Authority, the Director of Planning & Building or his/her designee may serve as the Review Authority, if necessary, to comply with Review Timelines described in Subsection 1.060.2.F.(2) (Review Time frames).

(4) **Compliance Determination**

(a) The Review Authority shall identify the specific standard(s) that the project does not comply with and provide an explanation of the reason(s) why the housing development is considered to be inconsistent or non-compliant with identified provisions and shall provide the written determination to the applicant.

(b) A housing development is considered in compliance with this ODS, and shall not require a Zoning Map Amendment, if the housing development complies with objective General Plan standards but the zoning for the housing development site is inconsistent with the General Plan.

(5) **Limited Hearings/Meetings.** If a housing development complies with applicable objective standards, the City shall not conduct more than five public hearings (including continuances), workshops, or similar meetings after the full application is complete in connection with the approval of the housing development consistent with Government Code §65905.5. Meetings required by CEQA are exempt from the limit.

G. **Findings and Decision**

(1) **Findings**

(a) If the proposed housing development complies with applicable objective General Plan, zoning, and subdivision standards and criteria, including design review standards, the Review Authority may only deny the housing development or conditionally approve the housing development at a lower density if the Review Authority makes written findings supported by a preponderance of the evidence in the record that:

i. The housing development would have a specific, adverse impact upon the public health or safety unless the housing development is denied or conditionally approved at a lower density. A "specific, adverse impact" means a "significant, quantifiable, direct, and unavoidable impact, based on identified written public health or safety standards, policies, or conditions as they existed on the date that the project was deemed complete"; and

ii. There is no feasible method to satisfactorily mitigate or avoid the adverse impact other than the denial of the housing development or conditional approval of the housing development at a lower density.

(b) If the housing development includes 20 percent of units affordable to very low or low-income households, 100 percent of units affordable or moderate or middle income households, or an emergency shelter, the Review Authority shall approve the housing development unless the Review Authority makes written findings supported by a preponderance of the evidence in the record, as to at least one of the findings in Government Code §65589.5(d).

(2) **Decision Time frames.** The Review Authority shall approve or deny the housing development within the following applicable period:

(a) 90 days from Environmental Impact Report certification;

(b) 60 days from Environmental Impact Report certification for an affordable housing development consistent with Government Code §65950(a)(3);

(c) 60 days from adoption of a Negative Declaration; or

(d) 60 days from determination of CEQA exemption.

H. **Post-Decision Procedures.** Post-decision procedures for the required permit (full application) shall be followed provided those procedures do not conflict with applicable Government Code sections for housing developments (i.e., Housing Accountability Act, Government Code §65589.5).

Figure 1.060.A: Process for Developments Eligible for Senate Bill 35 Streamlining with 150 units or Fewer (Government Code §65913.4)

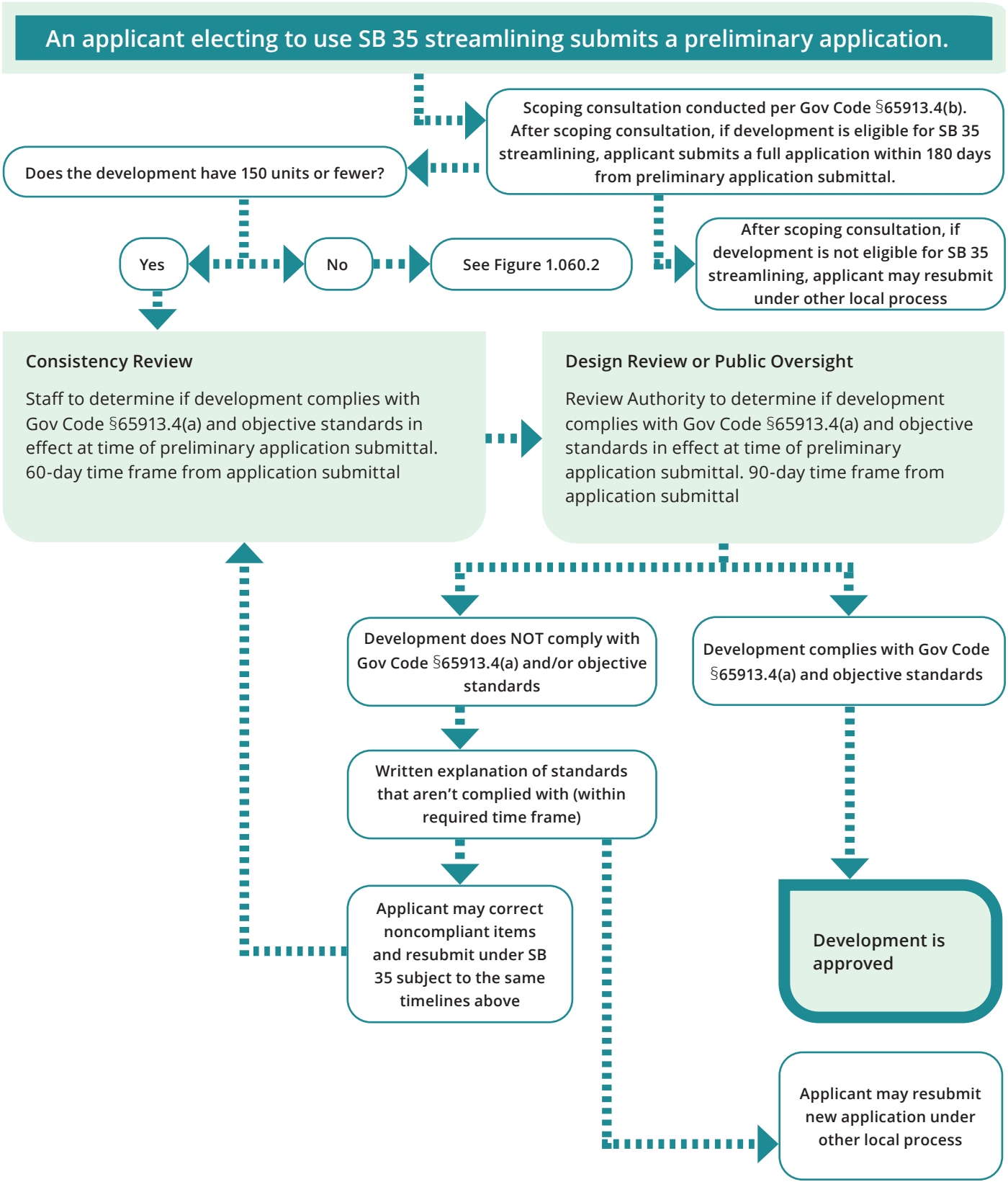


Figure 1.060.B: Process for Developments Eligible for Senate Bill 35 Streamlining with 151 units or More (Government Code §65913.4)

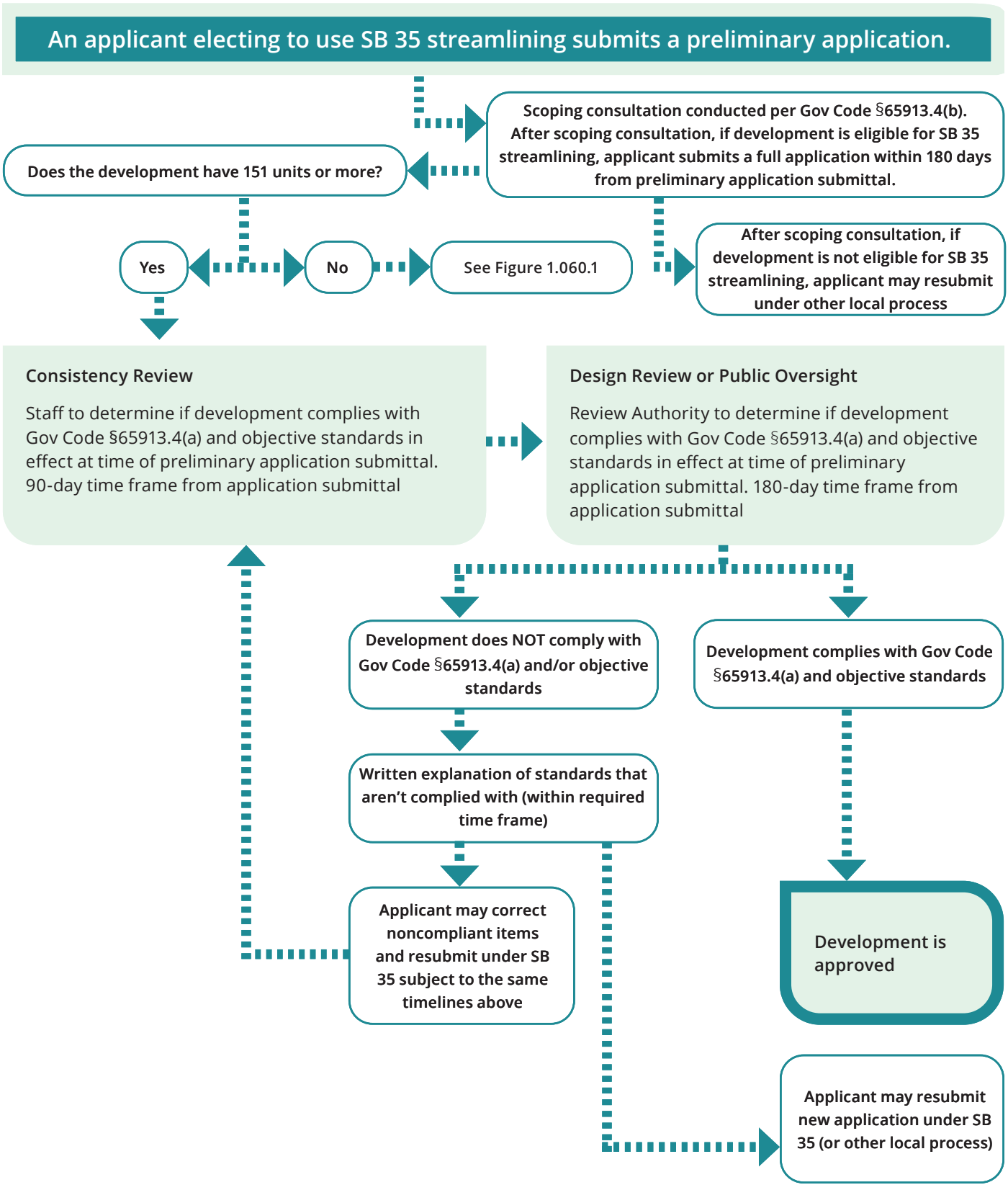
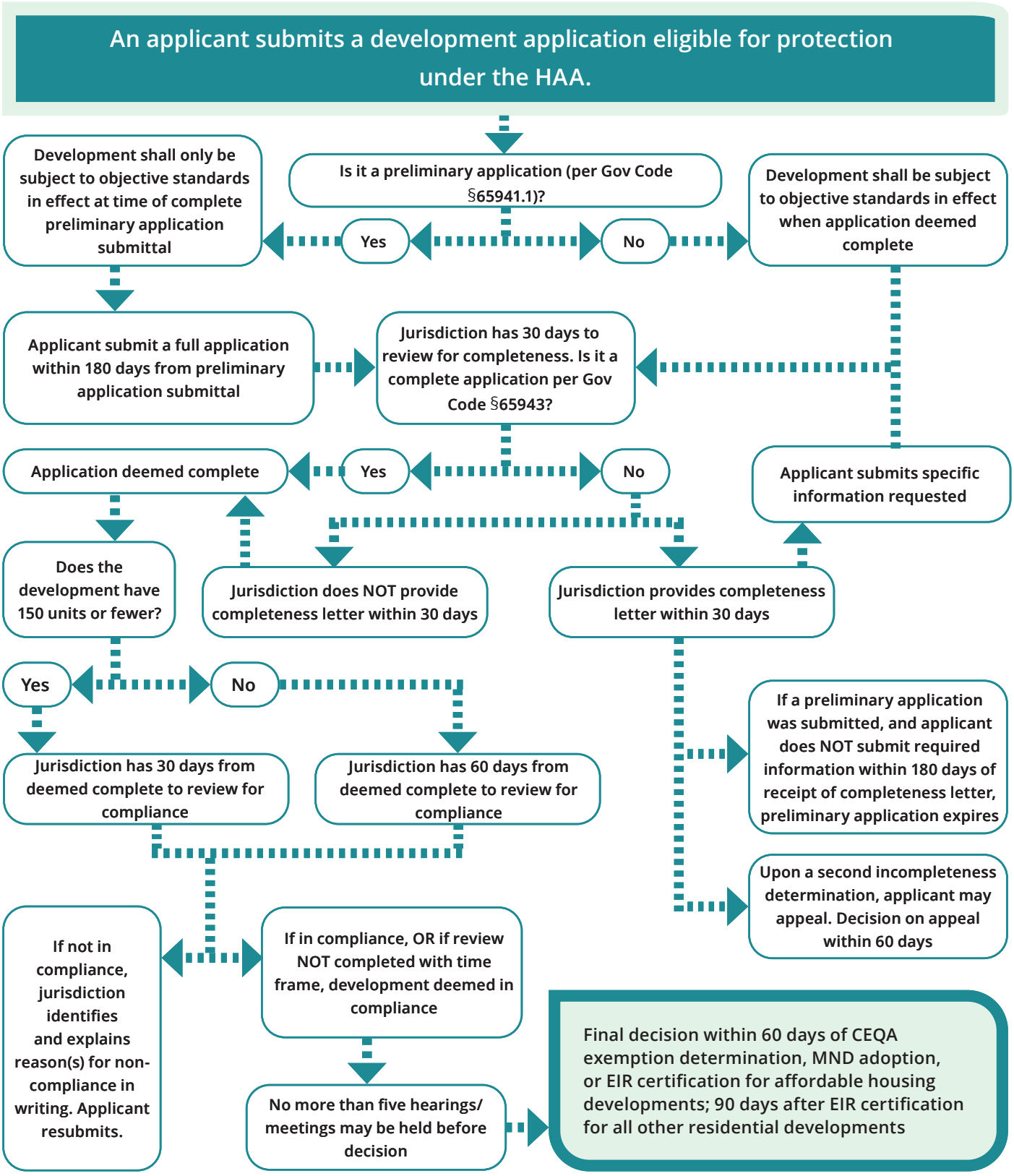


Figure 1.060.C: Process for Developments Eligible for Housing Accountability Act (HAA) Protection (Government Code §65589.5)



This page intentionally left blank

Section 2: ODS Zone Standards

Subsections:

2.010 Purpose
2.020 ODS Overlay Map
2.030 Overview of ODS Zones
2.040 T3 Neighborhood (T3N)
2.050 T4 Neighborhood (T4N)
2.060 T4 Main Street (T4MS)
2.070 T5 Neighborhood (T5N)
2.080 T5 Main Street (T5MS)
2.090 Allowed Uses

2.010 Purpose

This Section provides zones and standards to implement the City of Pittsburg General Plan to generate and support the variety of physical character of the intended development.

2.020 ODS Overlay Map

The zones established in this Section are mapped on Figure 2.020.1 (ODS Overlay Map). In addition to identifying the zoning for each parcel, Figure 2.020.1 (ODS Overlay Map) identifies specific urban design requirements.

2.030 Overview of ODS Zones

Table 2.020.A (Overview of ODS Zones) provides an overview of each ODS zone and its intent. This information is to show how the broader transects have been applied, and as qualitative background information on the intended physical character, allowed range of uses, and direction for the detailed standards in each ODS zone. See referenced Subsection(s) for standards.

Figure 2.020.1 ODS Overlay Map

T3N
T4N
T4MS
T5N
T5MS
Large Site > 5 ac and > 800 ft wide
Large site > 20 ac
Zones where ODS do not apply
BART Station
BART Line
BART Pedestrian Walkshed
RASP
BayPoint Master Plan

Figure 2.020.2 ODS Overlay Map - Area 1

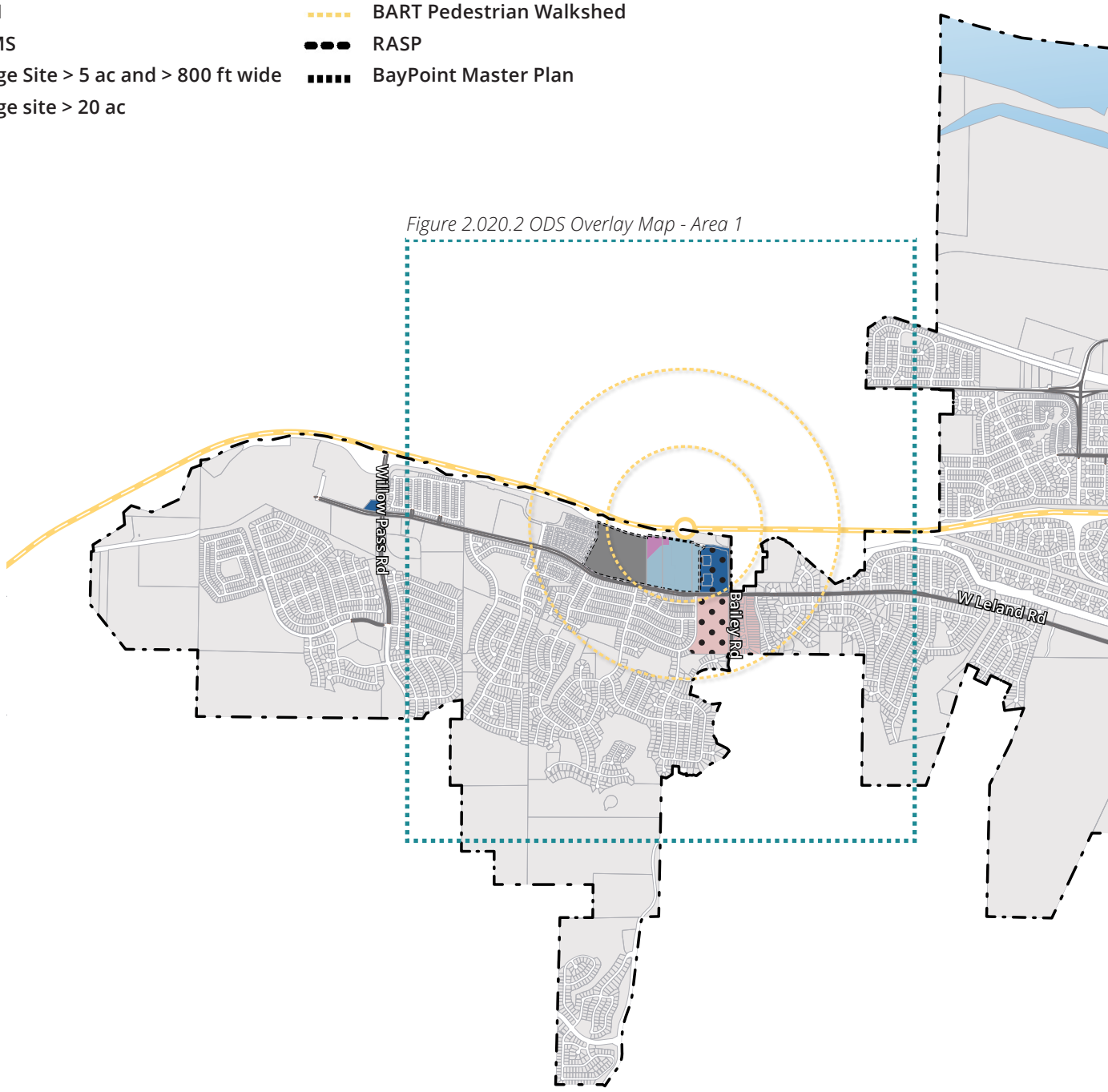


Figure 2.020.3 ODS Overlay Map - Area 2

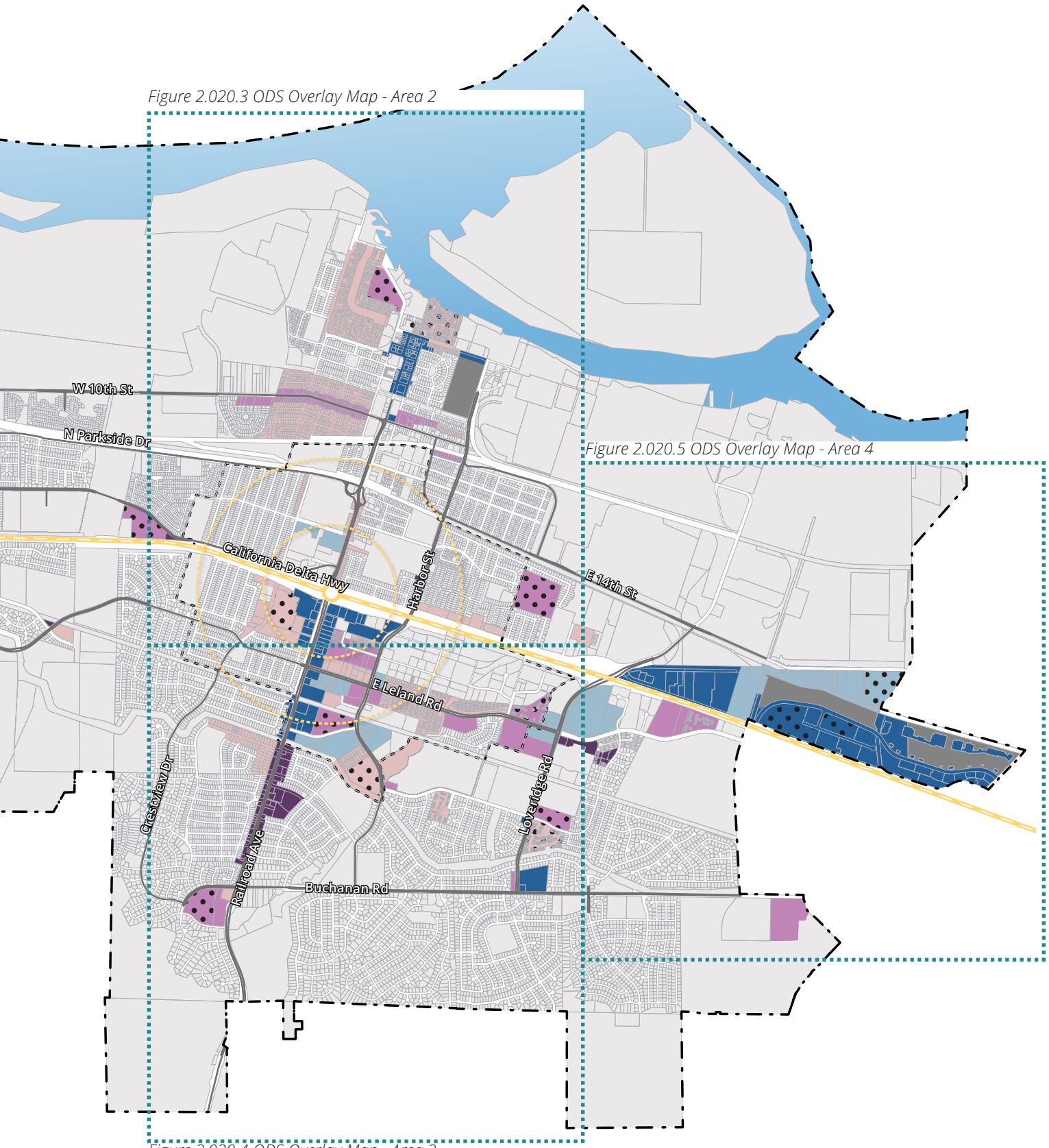


Figure 2.020.5 ODS Overlay Map - Area 4

Figure 2.020.4 ODS Overlay Map - Area 3

Figure 2.020.2 ODS Overlay Map - Area 1

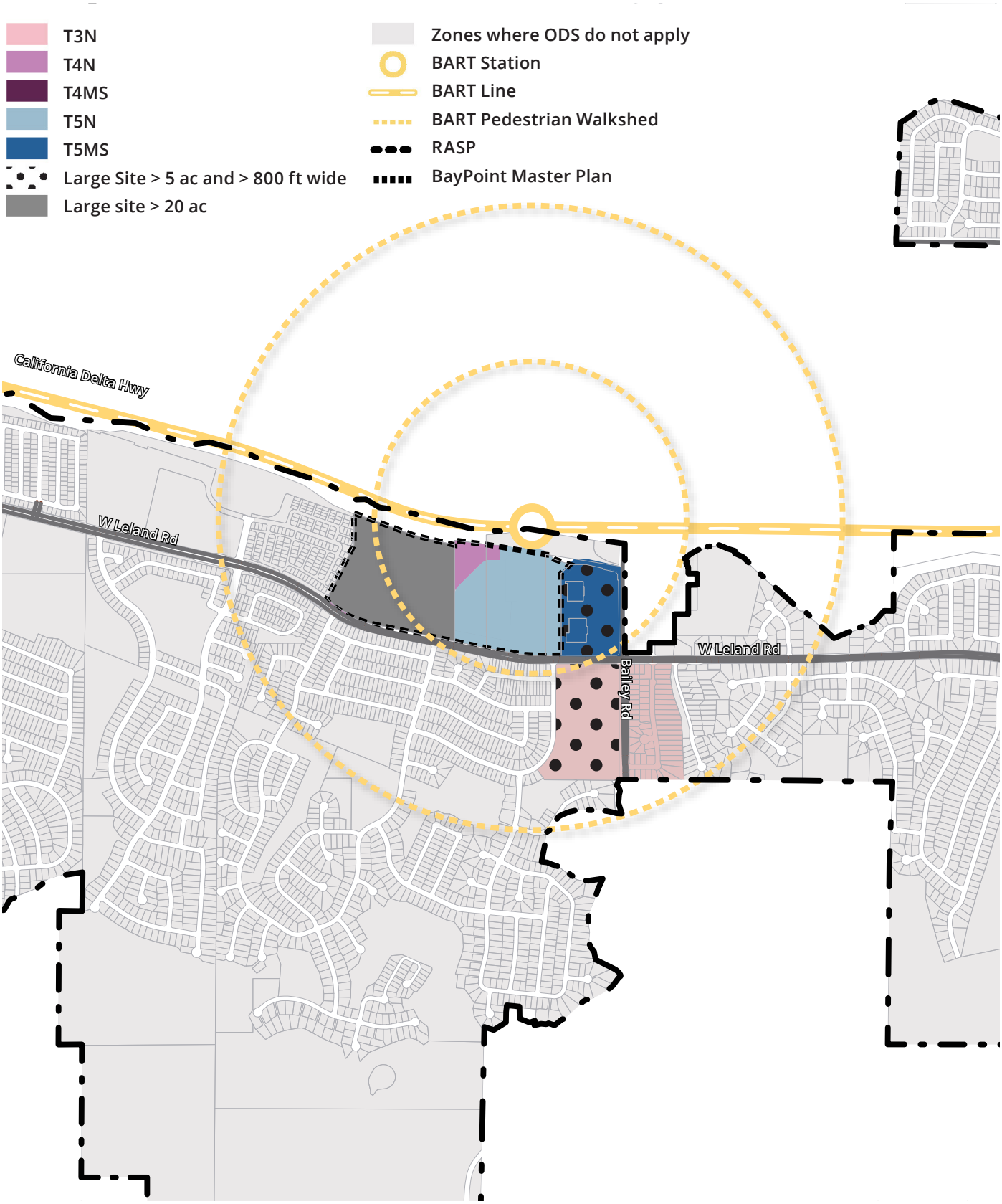


Figure 2.020.3 ODS Overlay Map - Area 2

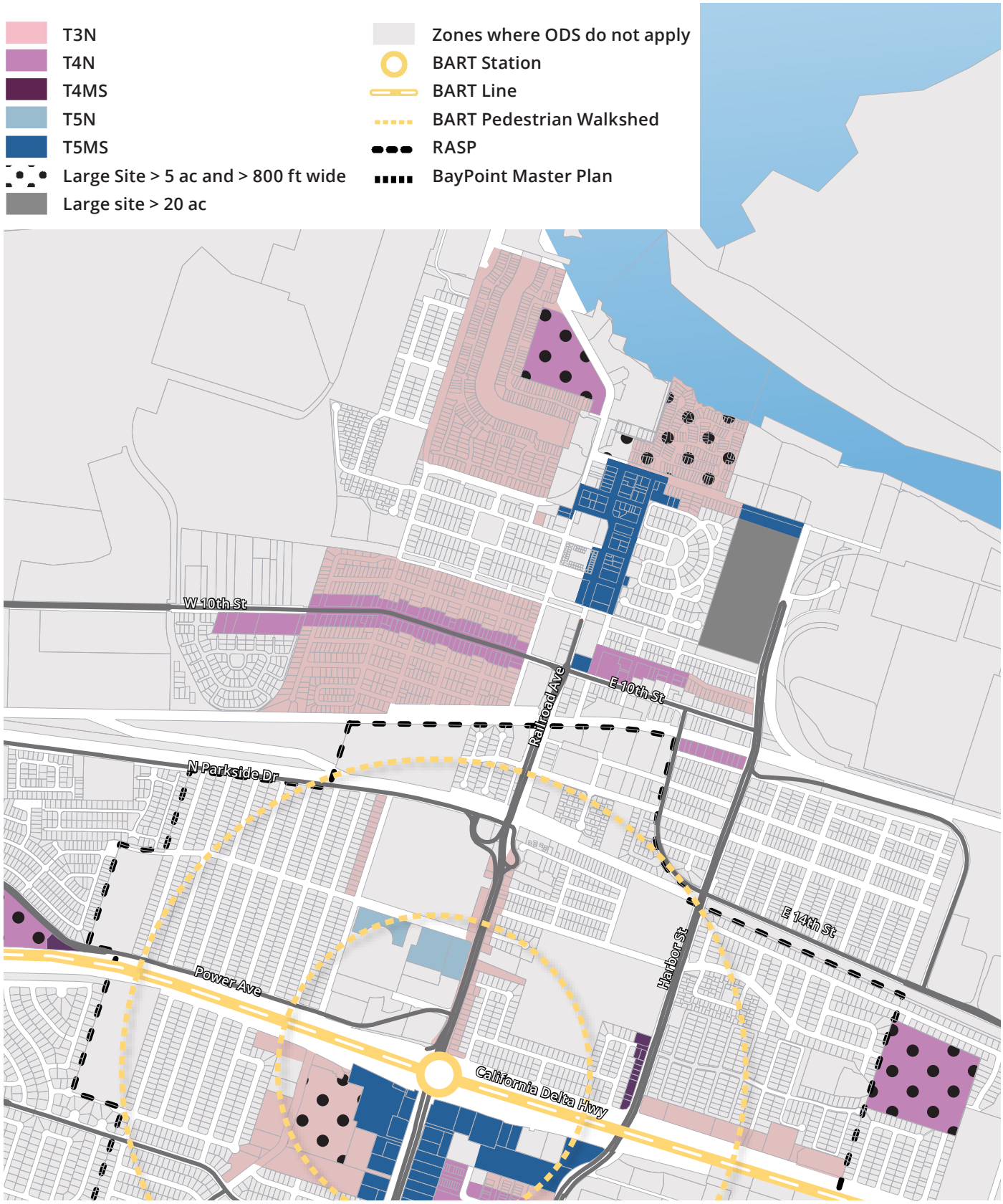


Figure 2.020.4 ODS Overlay Map - Area 3

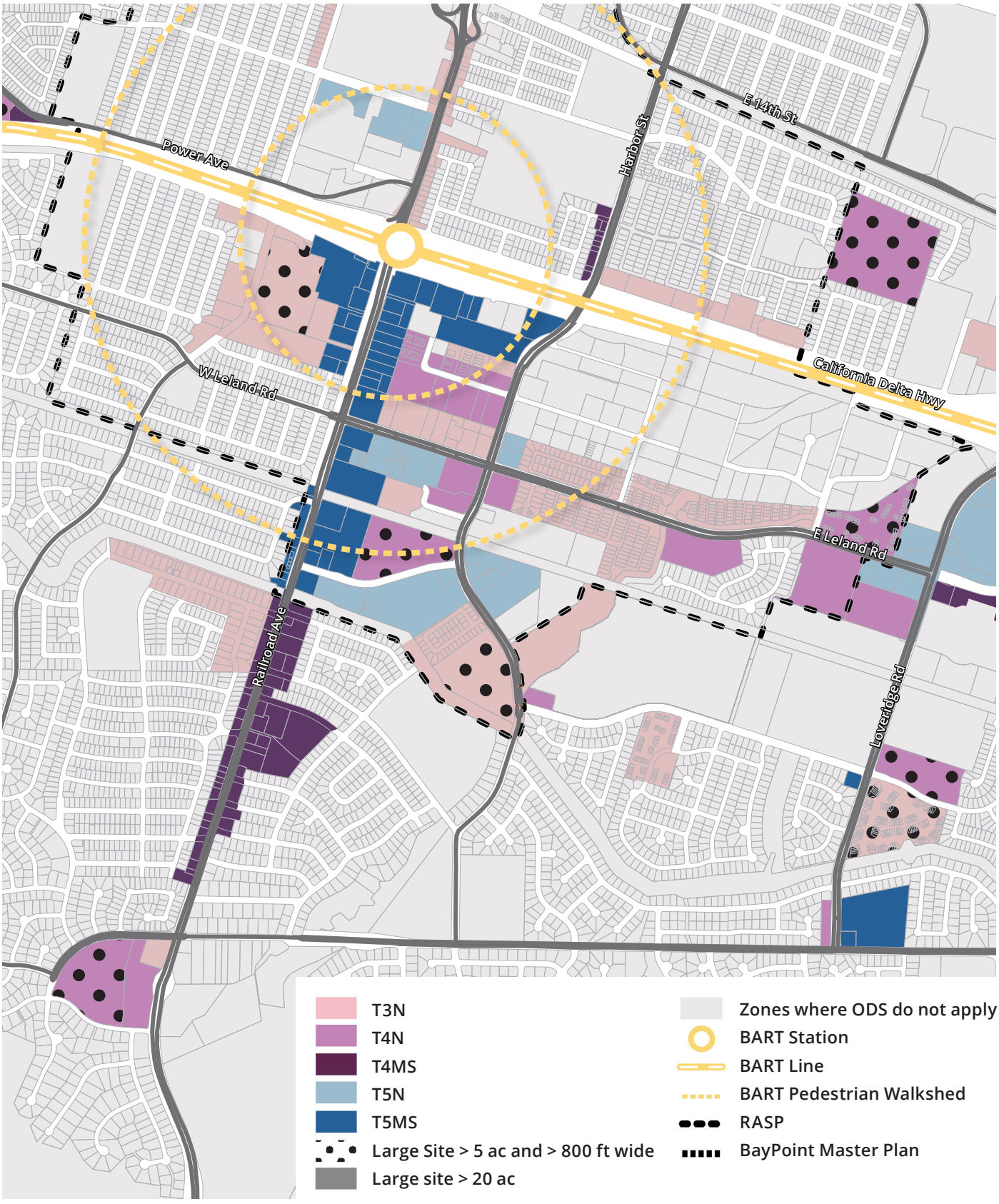


Figure 2.020.5 ODS Overlay Map - Area 4

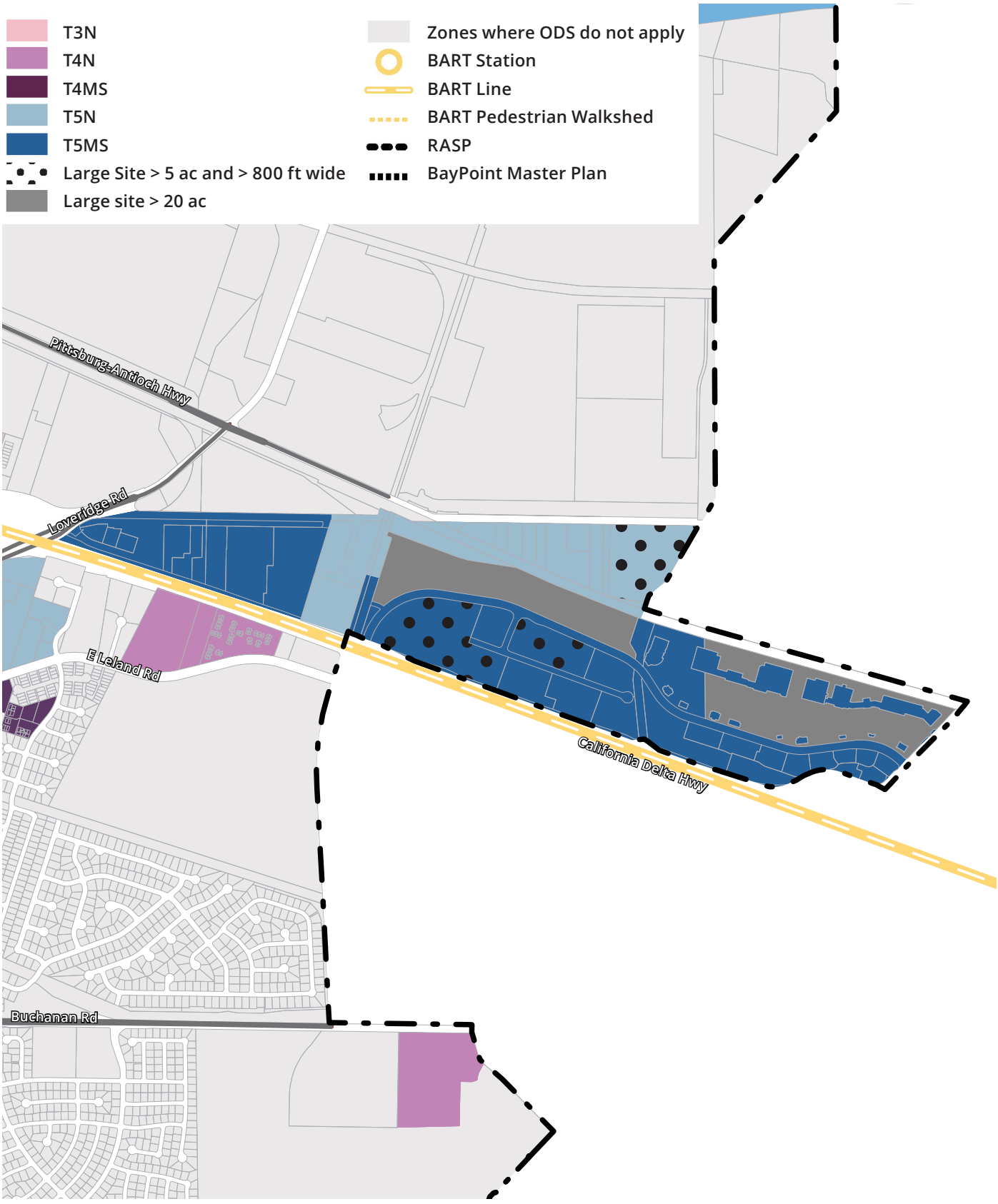


Table 2.030.A: Overview of ODS Zones

Less Urban

T3 Neighborhood 2.040	T4 Neighborhood 2.050
	
Zone Abbreviation	**Zone Abbreviation**
T3N	T4N
Intent	**Intent**
A walkable neighborhood environment of small-to-medium footprint, low-intensity housing choices, supporting and within short walking distance of neighborhood-serving retail and services.	A walkable neighborhood environment of small-to-medium footprint, moderate-intensity housing choices, supporting and within short walking distance of neighborhood-serving retail and services.
Desired Form	**Desired Form**
House-Scale Buildings	House-Scale Buildings
Primarily Detached Buildings	Primarily Detached Buildings
Small-to-Medium Building Footprint	Small-to-Medium Building Footprint
Medium-to-Large Front Setbacks	Small-to-Medium Front Setbacks
Medium-to-Large Side Setbacks	Small-to-Medium Side Setbacks
Up to 3 Stories	Up to 4 Stories

Table 2.030.A: Overview of ODS Zones (Continued)

T4 Main Street 2.060



Zone Abbreviation

T4MS

Intent

A walkable district of medium footprint, moderate intensity, mixed-use buildings and housing choices, supporting neighborhood-serving ground floor retail, food and services.

Desired Form

Mostly Block-Scale Buildings

Primarily Attached Buildings

Medium Building Footprint

Small-to-None Front Setbacks

Small-to-None Side Setbacks

Up to 3 Stories

T5 Neighborhood 2.070



Zone Abbreviation

T5N

Intent

A walkable neighborhood environment with medium-to-large footprint, moderate-intensity housing choices, supporting and within short walking distance of neighborhood-serving retail and services.

Desired Form

Primarily Block-Scale Buildings

Primarily Attached Buildings

Medium-to-Large Building Footprint

Small Front Setbacks

Small Side Setbacks

Up to 5 Stories

Table 2.030.A: Overview of ODS Zones (Continued)

More Urban

T5 Main Street 2.080



Zone Abbreviation

T5MS

Intent

A walkable district of medium-to-large footprint, mixed-use buildings and housing choices, supporting neighborhood-serving ground floor retail, food and services.

Desired Form
Block-Scale Buildings
Primarily Attached Buildings
Medium-to-Large Building Footprint
Small-to-None Front Setbacks
Small-to-None Side Setbacks
Up to 5 Stories

2.040 T3 Neighborhood (T3N)



General note: the illustrations above are intended to provide a brief overview of the zone and are descriptive in nature.

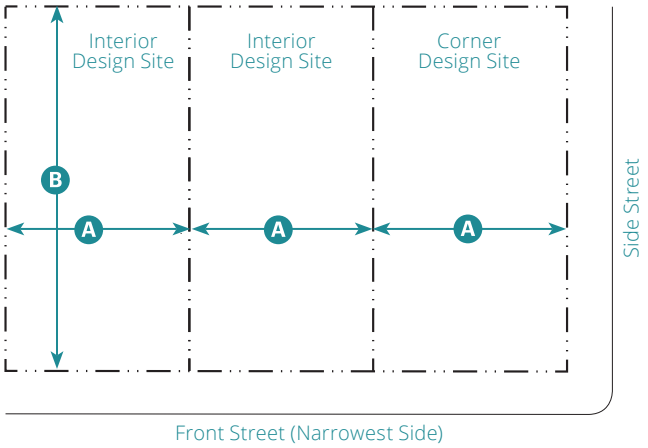
Table 2.040.A Intent

A walkable neighborhood environment of small-to-medium footprint, low-intensity housing choices, supporting and within short walking distance of neighborhood-serving retail and services.

Table 2.040.B Building Types and Design Site Size		
Allowed Building Types	**Design Site**	
(Primary Building)	**Width (A)**	**Depth (B)**
House-Scale		
Duplex Side-by-Side	60' min.	110' min.
Duplex Stacked	50' min.	100' min.
Cottage Court	90' min.	120' min.
Townhouse	25' min.	100' min.
Design Site		
Each design site shall have only one primary building type.		
Design sites of at least 5 acres and at least 800 feet wide along the Front or Side Street are required to include new street(s) and civic space per Subsection 3.040 (Large Sites).		
Accessory Dwelling Unit/Junior Accessory Dwelling Unit		
See Section 18.50.315 (Design and Development Standards) of Title 18 (Zoning) for standards.		

Table 2.040.C Building Form		
Primary Building		
Stories	3 max.	
To Highest Eave/Parapet	35' max.	C
Overall	40' max.	D
Ground Floor Finish Floor Level		
Residential Uses	By allowed Frontage Type or Base Flood Elevation Plus 1'; which ever is greater	E
Non-Residential Uses	6" max.	E
Common entries may be set at grade in compliance with local and federal accessibility standards.		
Habitable Space on Ground Floor along front facade		
Depth	12' min. Cottage Court 30' min. All Other Building Types	F F
Ground Floor Clear Height		
Residential Uses	9' min.	G
Non-Residential Uses	10' min.	G
Accessory Dwelling Unit/Junior Accessory Dwelling Unit		
See Section 18.50.315 (Design and Development Standards) for standards.		
Building Footprint and Massing		
Additional standards	Section 4 (Building Types) and Section 5 (Massing and Facade Articulation Standards)	

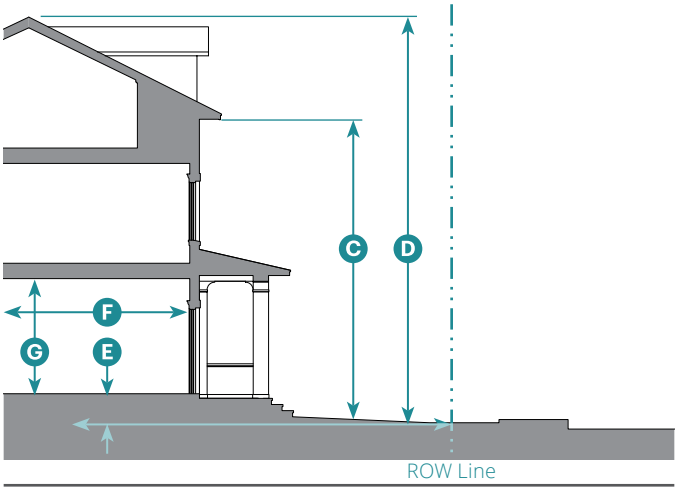
Figure 2.040.1



Key

ROW/ Design Site Line

Figure 2.040.2



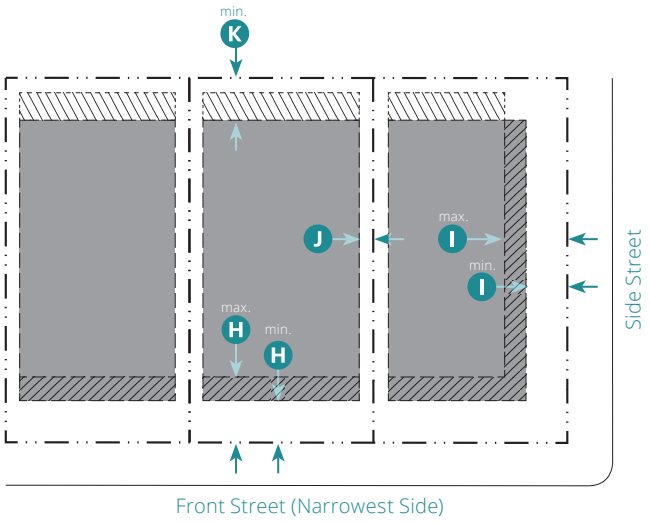
Key

ROW Line

Table 2.040.D Building Placement			
Setback (Distance from ROW/ Design Site Line)			
Primary Building			
Front (Facade Zone)	15' min.	25' max.	H
Side Street (Facade Zone)	15' min.	25' max.	I
Side	7' min.		J
Rear	20' min.		K
Accessory Dwelling Unit/Junior Accessory Dwelling Unit See Section 18.50.315 (Design and Development Standards) for standards.			
Accessory Structures See Article I (Accessory Structures) of Chapter 18.84 for standards.			
No internal Side setback required between Townhouses in a Run			
Encroachments into Minimum Setbacks			
Architectural Features, including ramps and stairs, may encroach into minimum setbacks a maximum of 10 feet.			
Building Facade			
Facade Zone Defined By Building			
Total length of facade required within the facade zone:			
Front	60% min. exclusive of setbacks		
Side Street	50% min. exclusive of setbacks		

Table 2.040.E Frontages	
Allowed Frontage Types	**Standards**
Porch Projecting	6.040
Porch Engaged	6.050
Dooryard	6.060
Stoop	6.070

Figure 2.040.3

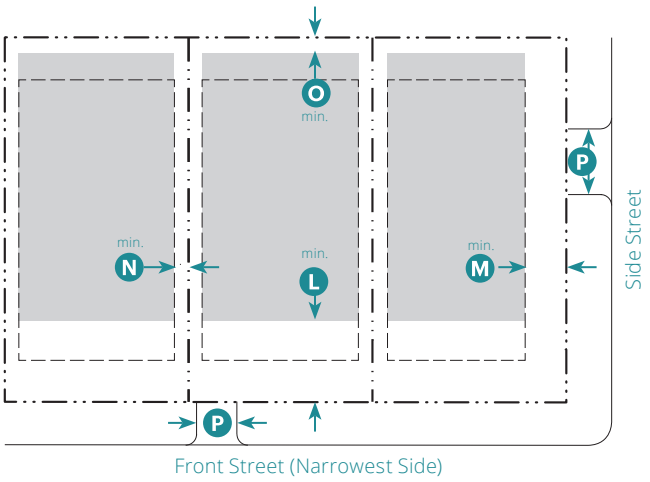


Key

- ROW/ Design Site Line
- Building Setback Line
- Buildable Area
- Acc. Structures Only
- Facade Zone

Table 2.040.F On-Site Vehicular and Bicycle Parking		
Vehicular Spaces		
Residential Uses		
Studio or 1 Bedroom	1 min. per unit	
2 or More Bedrooms	1.5 min. per unit	
Allowed Non-Residential Uses per Building		
≤ 1,000 sf	0 min.	
≥ 1,000 sf	1.5 min. per 1,000 sf above first 1,000 sf	
Additional standards	Subsection 3.030 (Parking)	
Bicycle Spaces		
Residential Uses		
Studio or 1 Bedroom	1 min. per unit	
2 or More Bedrooms	2 min. per unit	
Setback (Distance from ROW/ Design Site Line)		
Front	45' min.	L
Side Street	25' min.	M
Side	5' min.	N
Rear	5' min.	O
Bicycles may be parked anywhere on design site, in compliance with pedestrian and vehicular access standards.		
Driveway		
Curb Cut/Width		P
One-Way	12' max.	
Two-Way	Not Allowed	
Curb cut width may exceed allowed max. width along alley.		
Driveways may be shared between adjacent design sites but shall not exceed maximum allowed width.		
Driveway access on corner design sites required from side street or rear.		

Figure 2.040.4



Key

ROW/ Design Site Line

Building Setback Line

Parking Area

2.050 T4 Neighborhood (T4N)



General note: the illustrations above are intended to provide a brief overview of the zone and are descriptive in nature.

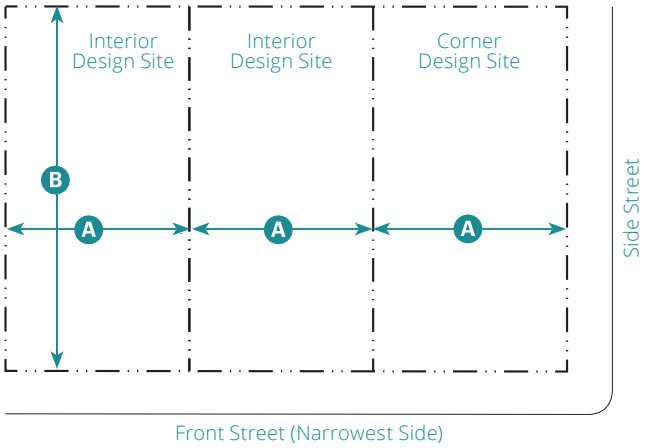
Table 2.050.A Intent

A walkable neighborhood environment of small-to-medium footprint, moderate-intensity housing choices, supporting and within short walking distance of neighborhood-serving retail and services.

Table 2.050.B Building Types and Design Site Size		
Allowed Building Types	**Design Site**	
(Primary Building)	**Width (A)**	**Depth (B)**
House-Scale		
Multiplex Small	60' min.	110' min.
Townhouse	18' min.	100' min.
Courtyard Building Small	100' min.	150' min.
Design Site		
Each design site shall have only one primary building type.		
Design sites of at least 5 acres and at least 800 feet wide along the Front or Side Street are required to include new street(s) and civic space per Section 3.040 (Large Sites).		
Accessory Dwelling Unit/Junior Accessory Dwelling Unit		
See Section 18.50.315 (Design and Development Standards) of Title 18 (Zoning) for standards.		

Table 2.050.C Building Form		
Primary Building		
Stories	4 max.	
To Highest Eave/Parapet	45' max.	(C)
Overall	50' max.	(D)
Ground Floor Finish Floor Level		
Residential Uses	By allowed Frontage Type or Base Flood Elevation Plus 1'; which ever is greater	(E)
Non-Residential Uses	6" max.	(E)
Common entries may be set at grade in compliance with local and federal accessibility standards.		
Habitable Space on Ground Floor along front facade		
Depth	30' min.	(F)
Ground Floor Clear Height		
Residential Uses	9' min.	(G)
Non-Residential Uses	10' min.	(G)
Accessory Dwelling Unit/Junior Accessory Dwelling Unit		
See Section 18.50.315 (Design and Development Standards) for standards.		
Building Footprint and Massing		
Additional standards	Section 4 (Building Types) and Section 5 (Massing and Facade Articulation Standards)	

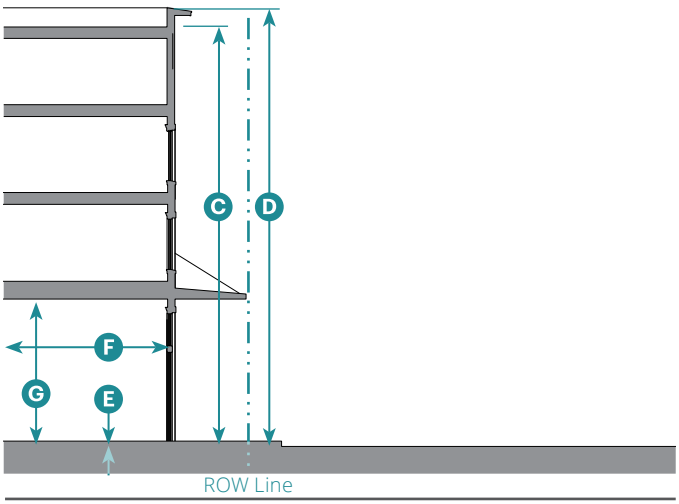
Figure 2.050.1



Key

ROW/ Design Site Line

Figure 2.050.2



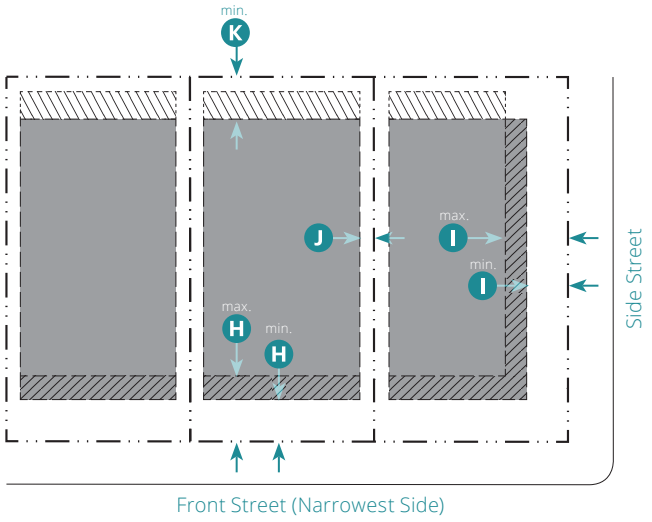
Key

ROW Line

Table 2.050.D Building Placement			
Setback (Distance from ROW/ Design Site Line)			
Primary Building			
Front (Facade Zone)	10' min.	20' max.	H
Side Street (Facade Zone)	10' min.	20' max.	I
Side	5' min.		J
Rear	20' min.		K
Accessory Dwelling Unit/Junior Accessory Dwelling Unit See Section 18.50.315 (Design and Development Standards) for standards.			
Accessory Structures See Article I (Accessory Structures) of Chapter 18.84 for standards.			
No internal Side setback required between Townhouses in a Run			
Encroachments into Minimum Setbacks			
Architectural Features, including ramps and stairs, may encroach into minimum setbacks a maximum of 8 feet.			
Building Facade			
Facade Zone Defined By Building			
Total length of facade required within the facade zone:			
Front	65% min. exclusive of setbacks		
Side Street	55% min. exclusive of setbacks		

Table 2.050.E Frontages	
Allowed Frontage Types	**Standards**
Porch Projecting	6.040
Porch Engaged	6.050
Dooryard	6.060
Stoop	6.070

Figure 2.050.3

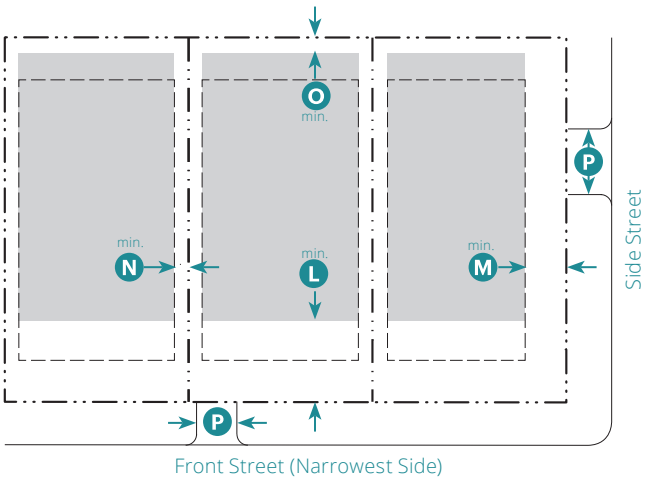


Key

- ROW/ Design Site Line
- Building Setback Line
- Buildable Area
- Acc. Structures Only
- Facade Zone

Table 2.050.F On-Site Vehicular and Bicycle Parking		
Vehicular Spaces		
Residential Uses		
Studio or 1 Bedroom	1 min. per unit	
2 or More Bedrooms	1.5 min. per unit	
Allowed Non-Residential Uses per Building		
≤ 1,500 sf	0 min.	
≥ 1,500 sf	1.5 min. per 1,000 sf above first 1,500 sf	
Additional standards	Subsection 3.030 (Parking)	
Bicycle Spaces		
Residential Uses		
Studio or 1 Bedroom	1 min. per unit	
2 or More Bedrooms	2 min. per unit	
Setback (Distance from ROW/ Design Site Line)		
Front	40' min.	L
Side Street	20' min.	M
Side	5' min.	N
Rear	5' min.	O
Bicycles may be parked anywhere on design site, in compliance with pedestrian and vehicular access standards.		
Driveway		
Curb Cut/Width		P
One-Way	10' max.	
Two-Way	Not Allowed	
Curb cut width may exceed allowed max. width along alley.		
Driveways may be shared between adjacent design sites but shall not exceed maximum allowed width.		
Driveway access on corner design sites required from side street or rear.		

Figure 2.050.4



Key

ROW/ Design Site Line

Building Setback Line

Parking Area

2.060 T4 Main Street (T4MS)



General note: the illustrations above are intended to provide a brief overview of the zone and are descriptive in nature.

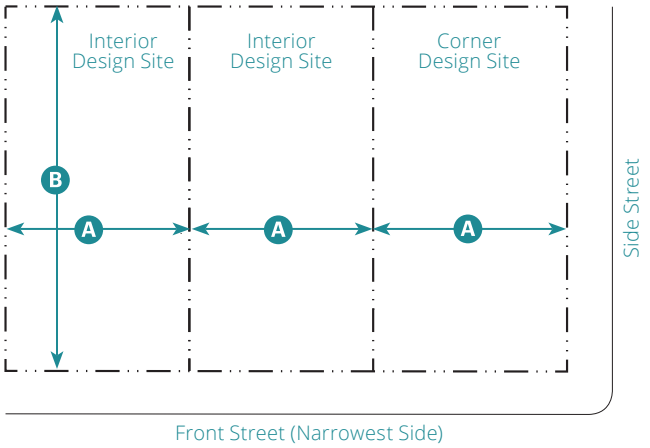
Table 2.060.A Intent

A walkable district of medium footprint, moderate intensity, mixed-use buildings and housing choices, supporting neighborhood-serving ground floor retail, food and services.

Table 2.060.B Building Types and Design Site Size		
Allowed Building Types	**Design Site**	
(Primary Building)	**Width A**	**Depth B**
House-Scale		
Courtyard Building Small	100' min.	140' min.
Block-Scale		
Townhouse	18' min.	100' min.
Main Street Building	25' min.	100' min.
Design Site		
Each design site shall have only one primary building type.		
Design sites of at least 5 acres and at least 800 feet wide along the Front or Side Street are required to include new street(s) and civic space per Section 3.040 (Large Sites).		
Accessory Dwelling Unit/Junior Accessory Dwelling Unit		
See Section 18.50.315 (Design and Development Standards) of Title 18 (Zoning) for standards.		

Table 2.060.C Building Form		
Primary Building		
Stories	3 max.	
To Highest Eave/Parapet	35' max.	C
Overall	40' max.	D
Ground Floor Finish Floor Level		
Residential Uses	By allowed Frontage Type or Base Flood Elevation Plus 1'; which ever is greater	E
Non-Residential Uses	6" max.	E
Common entries may be set at grade in compliance with local and federal accessibility standards.		
Habitable Space on Ground Floor along front facade		
Depth	30' min.	F
Ground Floor Clear Height		
All Uses	12' min.	G
Accessory Dwelling Unit/Junior Accessory Dwelling Unit		
See Section 18.50.315 (Design and Development Standards) for standards.		
Building Footprint and Massing		
Additional standards	Section 4 (Building Types) and Section 5 (Massing and Facade Articulation Standards)	

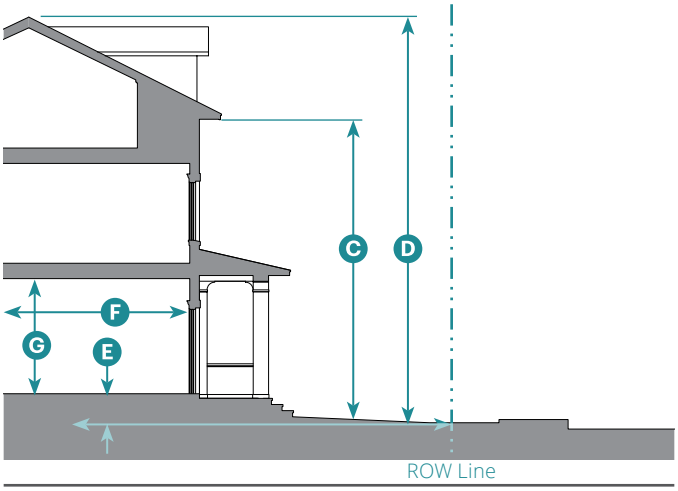
Figure 2.060.1



Key

ROW/ Design Site Line

Figure 2.060.2



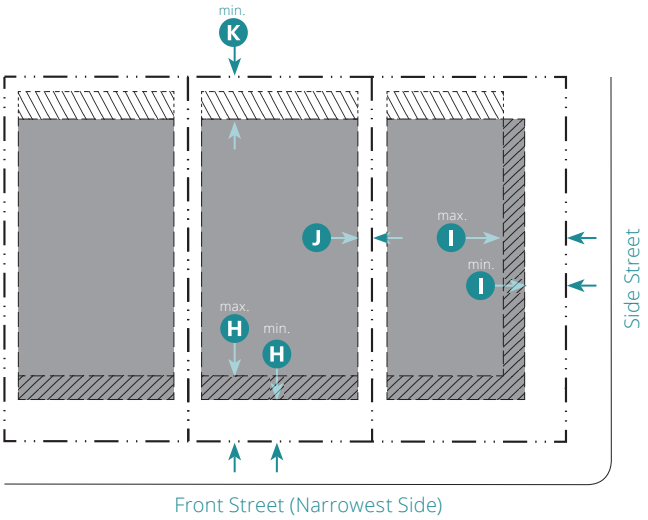
Key

ROW Line

Table 2.060.D Building Placement			
Setback (Distance from ROW/ Design Site Line)			
Primary Building			
Front (Facade Zone)	0' min.	10' max.	H
Side Street (Facade Zone)	0' min.	10' max.	I
Side	0' min.		J
Rear	10' min.		K
Accessory Dwelling Unit/Junior Accessory Dwelling Unit See Section 18.50.315 (Design and Development Standards) for standards.			
Accessory Structures See Article I (Accessory Structures) of Chapter 18.84 for standards.			
Encroachments into Minimum Setbacks			
Architectural Features, including ramps and stairs, may encroach into minimum setbacks a maximum of 5 feet, but shall not encroach within public ROWs.			
Upper stories Architectural Features on Front and Side Street are allowed to encroach within public ROWs with a 10' min. of clearance.			
Building Facade			
Facade Zone Defined By Building			
Total length of facade required within the facade zone:			
Front	80% min. exclusive of setbacks		
Side Street	70% min. exclusive of setbacks		

Table 2.060.E Frontages	
Allowed Frontage Types	**Standards**
Dooryard	6.060
Stoop	6.070
Forecourt	6.080
Shopfront	6.090
Terrace	6.100
Gallery	6.110

Figure 2.060.3

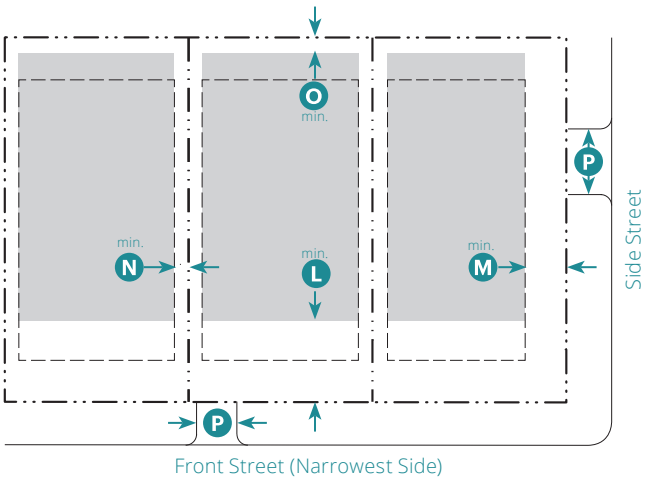


Key

- ROW/ Design Site Line
- Building Setback Line
- Buildable Area
- Acc. Structures Only
- Facade Zone

Table 2.060.F On-Site Vehicular and Bicycle Parking		
Vehicular Spaces		
Residential Uses		
Studio or 1 Bedroom	0.75 min. per unit	
2 or More Bedrooms	1.25 min. per unit	
Allowed Non-Residential Uses per Building		
≤ 3,00 sf	0 min.	
≥ 3,000 sf	1.5 min. per 1,000 sf above first 3,000 sf	
Additional standards	Subsection 3.030 (Parking)	
Bicycle Spaces		
Residential Uses		
Studio or 1 Bedroom	1 min. per unit	
2 or More Bedrooms	2 min. per unit	
Setback (Distance from ROW/ Design Site Line)		
Front	30' min.	L
Side Street	10' min.	M
Side	0' min.	N
Rear	5' min.	O
Bicycles may be parked anywhere on design site, in compliance with pedestrian and vehicular access standards.		
Driveway		
Curb Cut/Width		P
One-Way	10' max.	
Two-Way	14' max.	
Curb cut width may exceed allowed max. width along alley.		
Driveways may be shared between adjacent design sites but shall not exceed maximum allowed width.		
Driveway access on corner design sites required from side street or rear.		

Figure 2.060.4



Key

ROW/ Design Site Line

Building Setback Line

Parking Area

2.070 T5 Neighborhood (T5N)



General note: the illustrations above are intended to provide a brief overview of the zone and are descriptive in nature.

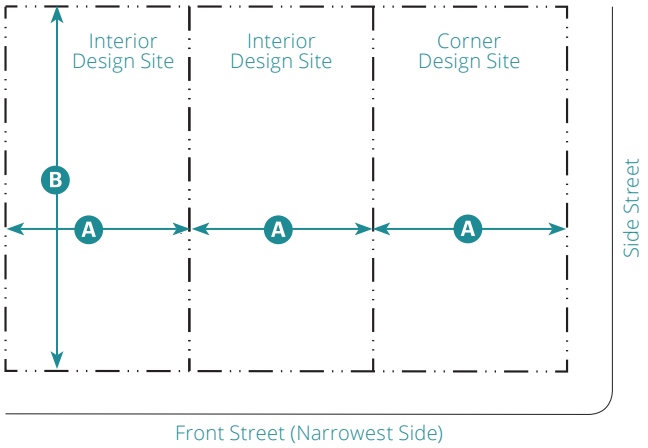
Table 2.070.A Intent

A walkable neighborhood environment with medium-to-large footprint, moderate-intensity housing choices, supporting and within short walking distance of neighborhood-serving retail and services.

Table 2.070.B Building Types and Design Site Size		
Allowed Building Types	**Design Site**	
(Primary Building)	**Width A**	**Depth B**
House-Scale		
Multiplex Large	60' min.	110' min.
Block-Scale		
Townhouse	18' min.	60' min.
Courtyard Building Large	110' min.	180' min.
Design Site		
Each design site shall have only one primary building type.		
Design sites of at least 5 acres and at least 800 feet wide along the Front or Side Street are required to include new street(s) and civic space per Section 3.040 (Large Sites).		
Accessory Dwelling Unit/Junior Accessory Dwelling Unit		
See Section 18.50.315 (Design and Development Standards) of Title 18 (Zoning) for standards.		

Table 2.070.C Building Form		
Primary Building		
Stories	5 max.	
To Highest Eave/Parapet	60' max.	C
Overall	65' max.	D
Ground Floor Finish Floor Level		
Residential Uses	By allowed Frontage Type or Base Flood Elevation Plus 1'; which ever is greater	E
Non-Residential Uses	6" max.	E
Common entries may be set at grade in compliance with local and federal accessibility standards.		
Habitable Space on Ground Floor along front facade		
Depth	30' min.	F
Ground Floor Clear Height		
Residential Uses	9' min.	G
Non-Residential Uses	12' min.	G
Accessory Dwelling Unit/Junior Accessory Dwelling Unit		
See Section 18.50.315 (Design and Development Standards) for standards.		
Building Footprint and Massing		
Additional standards	Section 4 (Building Types) and Section 5 (Massing and Facade Articulation Standards)	

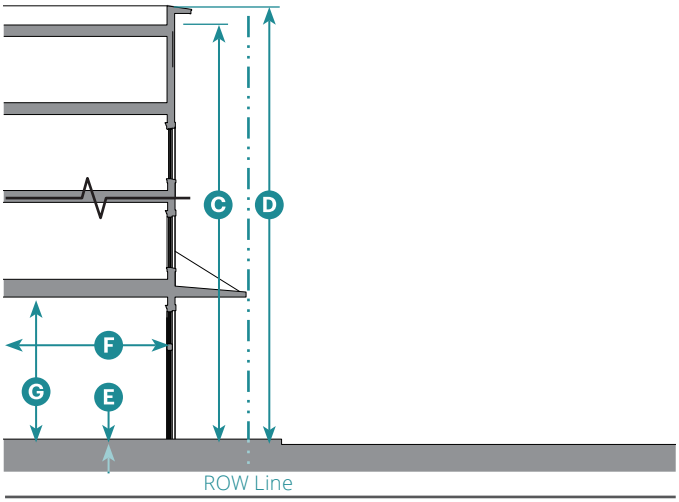
Figure 2.070.1



Key

ROW/ Design Site Line

Figure 2.070.2



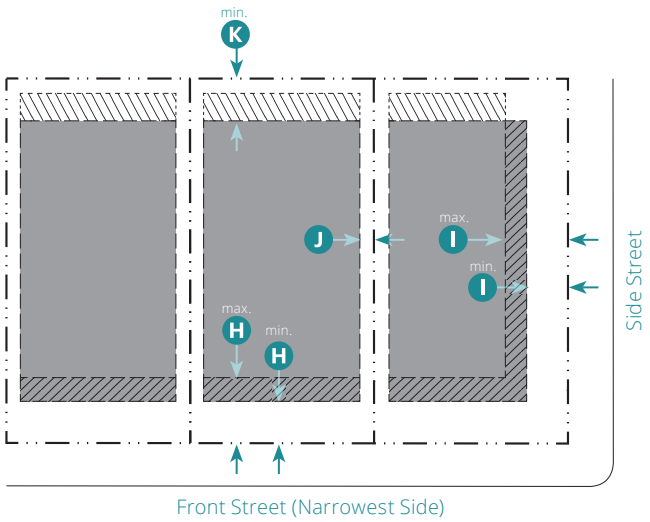
Key

ROW Line

Table 2.070.D Building Placement			
Setback (Distance from ROW/ Design Site Line)			
Primary Building			
Front (Facade Zone)	10' min.	15' max.	H
Side Street (Facade Zone)	10' min.	15' max.	I
Side	5' min.		J
Rear	15' min.		K
Accessory Dwelling Unit/Junior Accessory Dwelling Unit See Section 18.50.315 (Design and Development Standards) for standards.			
Accessory Structures See Article I (Accessory Structures) of Chapter 18.84 for standards.			
No internal Side setback required between Townhouses in a Run			
Encroachments into Minimum Setbacks			
Architectural Features, including ramps and stairs, may encroach into minimum setbacks a maximum of 8 feet.			
Building Facade			
Facade Zone Defined By Building			
Total length of facade required within the facade zone:			
Front	75% min. exclusive of setbacks		
Side Street	65% min. exclusive of setbacks		

Table 2.070.E Frontages	
Allowed Frontage Types	**Standards**
Dooryard	6.060
Stoop	6.070
Forecourt	6.080
Terrace	6.100

Figure 2.070.3

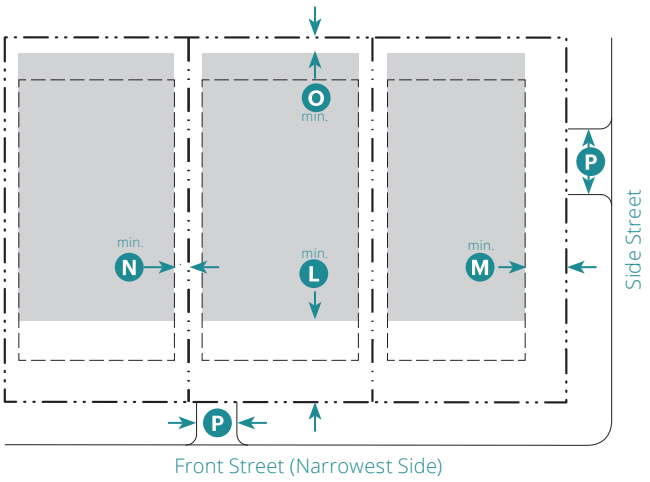


Key

- ROW/ Design Site Line
- Building Setback Line
- Buildable Area
- Acc. Structures Only
- Facade Zone

Table 2.070.F On-Site Vehicular and Bicycle Parking		
Vehicular Spaces		
Residential Uses		
Studio or 1 Bedroom	1 min. per unit	
2 or More Bedrooms	1.5 min. per unit	
Allowed Non-Residential Uses per Building		
≤ 1,500 sf	0 min.	
≥ 1,500 sf	1.5 min. per 1,000 sf above first 1,500 sf	
Additional standards	Subsection 3.030 (Parking)	
Bicycle Spaces		
Residential Uses		
Studio or 1 Bedroom	1 min. per unit	
2 or More Bedrooms	2 min. per unit	
Setback (Distance from ROW/ Design Site Line)		
Front	35' min.	L
Side Street	15' min.	M
Side	5' min.	N
Rear	5' min.	O
Bicycles may be parked anywhere on design site, in compliance with pedestrian and vehicular access standards.		
Driveway		
Curb Cut/Width		P
One-Way	10' max.	
Two-Way	14' max.	
Curb cut width may exceed allowed max. width along alley.		
Driveways may be shared between adjacent design sites but shall not exceed maximum allowed width.		
Driveway access on corner design sites required from side street or rear.		

Figure 2.070.4



Key

ROW/ Design Site Line

Building Setback Line

Parking Area

2.080 T5 Main Street (T5MS)



General note: the illustrations above are intended to provide a brief overview of the zone and are descriptive in nature.

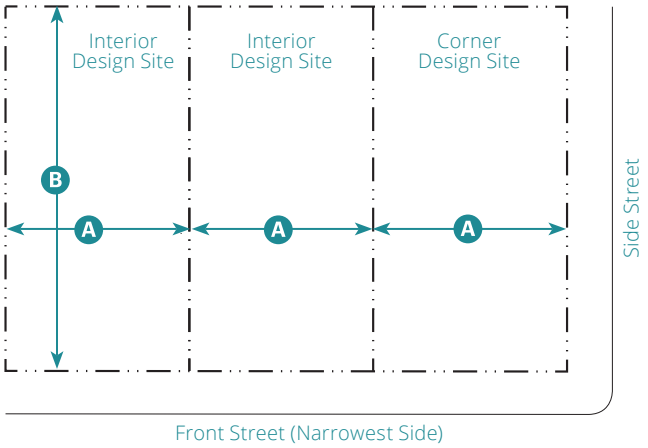
Table 2.080.A Intent

A walkable district of medium-to-large footprint, mixed-use buildings and housing choices, supporting neighborhood-serving ground floor retail, food and services.

Table 2.080.B Building Types and Design Site Size		
Allowed Building Types	**Design Site**	
(Primary Building)	**Width A**	**Depth B**
Block-Scale		
Courtyard Building Large	90' min.	170' min.
Main Street Building	25' min.	100' min.
Design Site		
Each design site shall have only one primary building type.		
Design sites of at least 5 acres and at least 800 feet wide along the Front or Side Street are required to include new street(s) and civic space per Section 3.040 (Large Sites).		
Accessory Dwelling Unit/Junior Accessory Dwelling Unit		
See Section 18.50.315 (Design and Development Standards) of Title 18 (Zoning) for standards.		

Table 2.080.C Building Form		
Primary Building		
Stories	5 max.	
To Highest Eave/Parapet	60' max.	C
Overall	65' max.	D
Ground Floor Finish Floor Level		
Residential Uses	By allowed Frontage Type or Base Flood Elevation Plus 1'; which ever is greater	E
Non-Residential Uses	6" max.	E
Common entries may be set at grade in compliance with local and federal accessibility standards.		
Habitable Space on Ground Floor along front facade		
Depth	30' min.	F
Ground Floor Clear Height		
All Uses	14' min.	G
Accessory Dwelling Unit/Junior Accessory Dwelling Unit		
See Section 18.50.315 (Design and Development Standards) for standards.		
Building Footprint and Massing		
Additional standards	Section 4 (Building Types) and Section 5 (Massing and Facade Articulation Standards)	

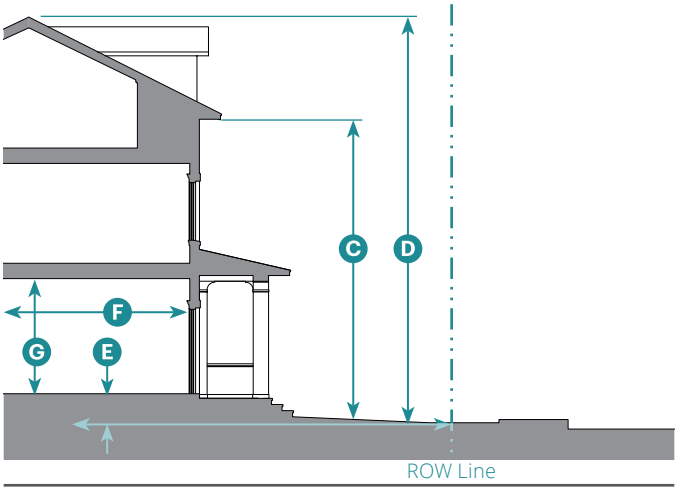
Figure 2.080.1



Key

ROW/ Design Site Line

Figure 2.080.2



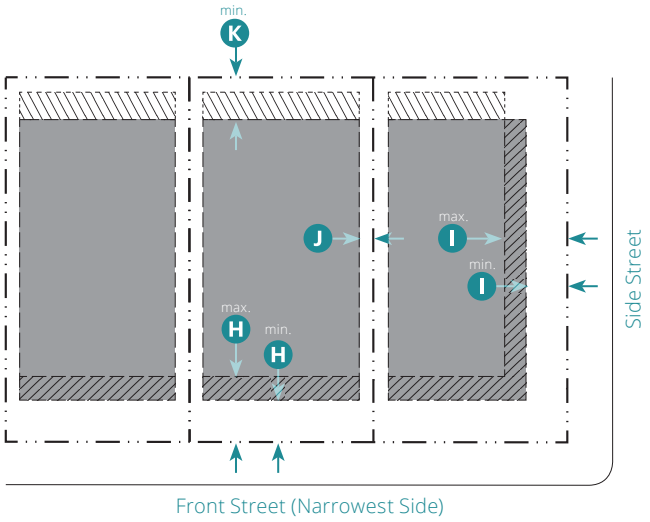
Key

ROW Line

Table 2.080.D Building Placement			
Setback (Distance from ROW/ Design Site Line)			
Primary Building			
Front (Facade Zone)	0' min.	5' max.	H
Side Street (Facade Zone)	0' min.	5' max.	I
Side	0' min.		J
Rear	10' min.		K
Accessory Dwelling Unit/Junior Accessory Dwelling Unit See Section 18.50.315 (Design and Development Standards) for standards.			
Accessory Structures See Article I (Accessory Structures) of Chapter 18.84 for standards.			
Encroachments into Minimum Setbacks			
Architectural Features, including ramps and stairs, may encroach into minimum setbacks a maximum of 5 feet, but shall not encroach within public ROWs.			
Upper stories Architectural Features on Front and Side Street are allowed to encroach within public ROWs with a 10' min. of clearance.			
Building Facade			
Facade Zone Defined By Building			
Total length of facade required within the facade zone:			
Front	80% min. exclusive of setbacks		
Side Street	70% min. exclusive of setbacks		

Table 2.080.E Frontages	
Allowed Frontage Types	**Standards**
Dooryard	6.060
Forecourt	6.080
Shopfront	6.090
Terrace	6.100
Gallery	6.110

Figure 2.080.3

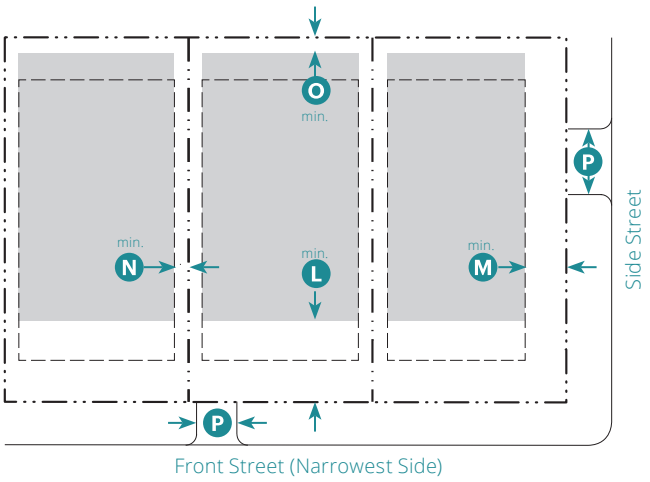


Key

- ROW/ Design Site Line
- Building Setback Line
- Buildable Area
- Acc. Structures Only
- Facade Zone

Table 2.080.F OnVehicular and Bicycle Parking		
Vehicular Spaces		
Residential Uses		
Studio or 1 Bedroom	0.75 min. per unit	
2 or More Bedrooms	1.25 min. per unit	
Allowed Non-Residential Uses per Building		
≤ 5,00 sf	0 min.	
≥ 5,000 sf	1.5 min. per 1,000 sf above first 5,000 sf	
Additional standards	Subsection 3.030 (Parking)	
Bicycle Spaces		
Residential Uses		
Studio or 1 Bedroom	1 min. per unit	
2 or More Bedrooms	2 min. per unit	
Setback (Distance from ROW/ Design Site Line)		
Front	40' min.	L
Side Street	30' min.	M
Side	0' min.	N
Rear	5' min.	O
Bicycles may be parked anywhere on design site, in compliance with pedestrian and vehicular access standards.		
Driveway		
Curb Cut/Width		P
One-Way	10' max.	
Two-Way	14' max.	
Curb cut width may exceed allowed max. width along alley.		
Driveways may be shared between adjacent design sites but shall not exceed maximum allowed width.		
Driveway access on corner design sites required from side street or rear.		

Figure 2.080.4



Key

ROW/ Design Site Line

Building Setback Line

Parking Area

2.090 Allowed Uses

Refer to the underlying zone for the allowed uses and standards in Title 18, Division III. Base District Regulations.

This page intentionally left blank

Section 3: Site Standards

Subsections:

3.010 Purpose
3.020 Screening
3.030 Parking
3.040 Large Sites

3.010 Purpose

This Section provides standards to ensure that new development accomplishes the following:

1. Makes a positive contribution to the development pattern of the area;
2. New or altered structures are compatible with the design and use of existing structures on neighboring properties;
3. Respects the existing conditions of neighboring properties; and
4. Does not adversely affect neighboring properties, with "adversely affect" meaning to impact in a substantial, negative manner the habitability of these properties.

3.020 Screening

1. **Intent**. This Subsection provides standards for screening, fences, and walls for the protection of property, the enhancement of privacy, the attenuation of noise, and the improvement of the visual environment.

2. **Height Standards for Screening.** Except for wall- and ground-mounted equipment that is not visible from the public right-of-way or abutting design sites, all equipment shall comply with the following:

   A. **Screening Height Maximums.** Screening shall not exceed the maximums identified in Table 3.020.A (Maximum Height Allowed).

   B. **Screening Height Measurement.** Screening height shall be measured as the vertical distance between the finished grade at the base of the screen and the top edge of the screen material.

Table 3.020.A: Maximum Height Allowed

ODS zone	Item	Maximum Height Allowed			
		Front	Side St.	Side	Rear
T3N	Fences	3' max.	3' max.	6' max.	6' max.
	Free Standing Walls	3' max.	3' max.	6' max.	6' max.
	Mechanical Equipment[1]	X	X	6' max.	6' max.
	Refuse Storage Areas	X	X	6' max.	6' max.
	Landscaping[2]	4' max.	4' max.	No max.	No max.
T4N	Fences	3' max.	3' max.	6' max.	6' max.
	Free Standing Walls	3' max.	3' max.	6' max.	6' max.
	Mechanical Equipment[1]	X	X	6' max.	6' max.
	Refuse Storage Areas	X	X	6' max.	6' max.
	Landscaping[2]	4' max.	4' max.	No max.	No max.
T4MS	Fences	X	X	6' max.	6' max.
	Free Standing Walls	X	X	6' max.	6' max.
	Mechanical Equipment[1]	X	X	6' max.	6' max.
	Refuse Storage Areas	X	X	6' max.	6' max.
	Landscaping[2]	3' max.	3' max.	No max.	No max.
T5N	Fences	3' max.	3' max.	6' max.	6' max.
	Free Standing Walls	3' max.	3' max.	6' max.	6' max.
	Mechanical Equipment[1]	X	X	6' max.	6' max.
	Refuse Storage Areas	X	X	6' max.	6' max.
	Landscaping[2]	4' max.	4' max.	No max.	No max.
T5MS	Fences	X	X	6' max.	6' max.
	Free Standing Walls	X	X	6' max.	6' max.
	Mechanical Equipment[1]	X	X	6' max.	6' max.
	Refuse Storage Areas	X	X	6' max.	6' max.
	Landscaping[2]	3' max.	3' max.	No max.	No max.

[1] Max. allowed height may be exceeded to the highest point of the equipment

[2] Excludes trees

Key X = Item Not Allowed

3. **Courtyard Screening**

   A. Fences, walls and other screening installed to create a courtyard without a roof shall be set back a minimum of 10 feet from the front property line or back of sidewalk, whichever is the least.

4. **Equipment Screening**

   A. The following mechanical equipment is exempt from screening:

      (1) Free-standing or roof-mounted solar equipment; and

      (2) Vents less than two feet in height.

   B. For new installation or relocation of existing mechanical equipment, the equipment shall be screened.

      (1) **Roof-Mounted Equipment.** Building parapets or other architectural elements in the building's architectural style shall screen roof-mounted equipment.

         (a) New buildings shall be designed to provide a parapet or other architectural element that is as tall or taller than the highest point on any new mechanical equipment to be located on the roof of the building; and

         (b) For existing buildings with no parapet less than two feet in height, mechanical equipment shall be surrounded on all sides by an opaque screen wall as tall as the highest point of the equipment. The wall shall be architecturally consistent with the building and match the existing building with paint, finish, and trim cap detail.

      (2) **Wall- and Ground-Mounted Equipment**

         (a) Equipment and screening shall be in compliance with the setbacks of the ODS zone.

         (b) Screening shall be architecturally compatible and include matching paint, finish, and trim cap of the building.

5. **Temporary Fencing.** Temporary fencing may be used to provide security for approved special events, construction sites, or vacant structures and land, which cannot otherwise be secured.

6. **Barbed Wire and Razor Wire.** Barbed wire and razor wire screening are not allowed.

7. **Safety.** Fences, walls, and other screening and landscaping, whether provided in compliance with the provisions of this Subsection or provided in addition to those provisions, are subject to review by the Traffic Engineer in the following areas to ensure that visibility is maintained:

   A. Within 10 feet of the point of intersection of:

      (1) A vehicular access way or driveway and a street; and/or

      (2) A vehicular access way or driveway and a sidewalk.

   B. Within 20 feet of the point of intersection of two or more vehicular access ways, including driveways, alleys, or streets.

   C. As used in this Subsection, "point of intersection" is measured from the face of curb or if none, from the edge of pavement.

8. **Maintenance.** Fences, walls, and other screening shall be maintained erect and in a state of good repair. A dilapidated, dangerous, or unsightly fence or wall shall be repaired, replaced, or removed, as the situation may warrant.

3.030 Parking

1. **Intent.** This Subsection prescribes standards for motor vehicle and bicycle parking areas, access drives, and standards for reducing motor vehicle trips per capita to and from development. These standards are intended to ensure that new development accomplishes the following:

   A. Consistency with the intended physical character of walkable environments;

   B. Provision of bicycle parking to increase bicycle trips and reduce motor vehicle trips per capita; and

   C. Appropriately limits, screens, and landscapes motor vehicle parking areas to protect and enhance the environmental and visual quality of the community, enhance privacy, attenuate noise, and control dust.

2. **Parking Categories**

   A. **On-site parking.** On-site parking is allowed in all ODS zones per Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone subject to the standards in this Subsection**.**

   B. **Off-site parking.** Off-site parking is only allowed in developments of at least 5 acres per Subsection 3.040 (Large Sites)**.**

3. **Bicycle Parking Standards.** Bicycle parking shall be provided in compliance with Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.

4. **General Vehicular Parking Standards**

A. **Sharing of On-Site Parking.** Sharing of parking between different uses and developments is allowed.

B. **Sharing of Non-Residential Parking Required.** If on-site parking spaces for non-residential uses are provided, such spaces shall be made available for use by the general public during at least one of the following time periods:

(1) Monday through Friday, 8 AM to 5 PM; or

(2) Monday through Friday, 5 PM to 11 PM and all day on Saturday and Sunday.

5. **Number of Motor Vehicle Parking Spaces Required**

A. **Required Spaces.** The minimum number of on-site parking spaces required is listed in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.

(1) Parking Spaces for the Handicapped shall meet the requirements of the California Administrative Code (Title 24, Part 2, Chapter 2-71).

B. **Required Number of Parking Spaces**

(1) When calculating the required number of parking spaces, numbers shall be rounded down to the closest whole number.

(2) Parking systems that stack individual vehicles are counted as three spaces for every horizontal space identified.

(3) **Calculating Required Parking for a Mixed-Use Development.** For a building with residential and non-residential uses, shared parking shall be calculated as follows. The sum of the required parking for the two use types as stated in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone shall be divided by the factor listed in Table 3.030.A (Shared Parking Factor for Two Uses). The required number of parking spaces shall be rounded up to the closest whole number.

Table 3.030.A: Shared Parking Factor for Two Uses

	Residential	Lodging	Office	Retail
Residential	1.0	1.1	1.4	1.2
Lodging	1.1	1.0	1.7	1.3
Office	1.4	1.7	1.0	1.2
Retail/ Commercial	1.2	1.3	1.2	1.0

C. **Exception in the Event of Changes of Use or Alterations to Existing Buildings or Structures.** If an existing building or structure is altered or existing land uses are changed, the existing number of parking spaces on a property may be retained, even if the resulting building, structure or land use would ordinarily be subject to a lower maximum parking allowance.

6. **Electric Vehicle Charging.** Electric vehicle charging facilities shall be provided in compliance with CA Green Standards Building Code, Title 24, Part 11.

7. **Traffic-Reducing Parking Standards**

A. **Carshare Parking Spaces**

(1) Carshare parking spaces shall be provided in the amounts specified in Table 3.030.B (Required Carshare Parking Spaces).

Table 3.030.B: Required Carshare Parking Spaces	
Residential Uses	**Carshare Parking Spaces Required**
0-49 units	None
50-100 units	1
101 or more units	2 + 1 per additional 200 units
Office/Research & Development Uses	**Carshare Parking Spaces Required**
≤ 10,000 sf	None
> 10,000 sf	1 per 10,000 sf

(2) The required carshare space(s) shall be made available, at no cost, to a carshare service for purposes of providing carshare services to its members. At the election of the property owner, the carshare spaces may be provided:

(a) On the design site; or

(b) On another off-street site within 1,000 feet of the design site.

(3) Required carshare space or spaces shall be designed in a manner that will make the spaces accessible to non-resident subscribers from outside the building as well as building residents.

(4) If no carshare service can make use of the dedicated carshare parking spaces, the spaces may be occupied by non-carshare vehicles; provided, however, that upon 90 days of advance written notice to the property owner from a carshare service, the property owner shall terminate any non-carsharing leases for such spaces and shall make the spaces available to the carshare service for its use of such spaces.

B. **Carpool Spaces.** If parking is provided at a development, parking spaces reserved for use by carpool/vanpool vehicles shall be designated in preferred locations (including, but are not limited to, closest to building entries). The locations of these spaces shall be approved by the City. The minimum number of carpool spaces required is listed in Table 3.030.C (Required Carpool Parking Spaces).

Table 3.030.C: Required Carpool Parking Spaces	
Office/Research & Development Uses	**Carpool Parking Spaces Required**
≤ 40 parking spaces	None
> 40 parking spaces	10% of the total number of spaces
Other Uses	**Carpool Parking Spaces Required**
All Other Uses	None

C. **Parking Costs Unbundled from the Cost of Other Goods and Services**

(1) **Residential Uses.** All off-street parking spaces accessory to residential uses in structures of four dwellings or more shall be leased or sold separately from the rental or purchase fees for dwellings for the life of the dwellings, such that potential renters or buyers have the option of renting or buying a residential unit at a price lower than would be the case if there were a single price for both the residential unit and the parking space. Renters or buyers of on-site inclusionary affordable units shall have an equal opportunity to rent or buy a parking space on the same terms and conditions as offered to renters or buyers of other dwellings.

(2) **Non-Residential Uses.** All off-street parking spaces accessory to non-residential uses shall be leased or sold separately from the rental or purchase fees for non-residential building space for the life of the building, such that potential renters or buyers have the option of renting or buying building space at a price lower than would be the case if there were a single price for both the building space and the parking space.

(3) **Exception.** Off-street parking spaces accessory to retail uses are not required to be leased or sold separately from retail space and may be offered to shoppers and other visitors free of charge for stays of up to two hours.

8. **Parking Spaces, Design and Layout**

A. **Access.** On-site parking areas shall be accessed per the following:

(1) Parking shall be designed with an appropriate means of vehicular access to a street or to an alley to cause the least interference with traffic flow.

(2) Ingress to and egress from parking spaces shall be from an on-site aisle or driveway, directly from the front, side street, public alley, or rear lane.

(3) On-site loading space(s) is not required.

B. **Driveways**

(1) Access to Driveways

(a) Driveway access to and from developments of two or fewer dwelling units onto public streets shall be where practical by forward motion of the vehicle; and

(b) Driveway access to and from developments of three or more dwelling units onto public streets shall be by forward motion of the vehicle.

(c) Minimum 30 feet separation between driveways for all uses except developments of two or fewer dwelling units.

(d) Driveways shall comply with the Contra Costa County fire protection district for access road and fire lanes.

(2) Number of Driveways. Table 3.030.D (Number of Driveways) specifies the maximum number of driveways for a development site based on the amount of lot frontage along arterial streets.

Table 3.030.D: Number of Driveways	
Lot Frontage	**Maximum Number of Driveways**
Up to 150'	1
150' to 299'	2
Each additional 300'	1

(3) Driveways shall be setback from design site lines as follows:

(a) Minimum two feet from side design site lines; and/or

(b) No less than the minimum rear parking setback per the ODS zone.

(4) Driveways shall extend to and include the area between the design site line and the edge of the street pavement.

C. **Aisles.** Table 3.030.E (Aisle Widths) specifies the minimum dimensions for a aisles based on the angle for the parking spaces.

(1) Driveways shall comply with the Contra Costa County Fire Protection District for access road and fire lanes.

Table 3.030.E: Aisle Widths		
Angle of Parking Space	**One-Way Traffic**	**Two-Way Traffic**
90 degrees	25' min.	25' min.
60 degrees	16' min.	23' min.
45 degrees	12' min.	22' min.
30 degrees	11' min.	21' min.
0 degrees	12' min.	24' min.

D. **Parking Space Dimensions.** Table 3.030.F (Parking Space Dimensions) specifies the minimum dimensions for parking spaces.

Table 3.030.F: Parking Space Dimensions		
Use	**Width**	**Depth**
Residential	10' min.	20' min.
Non-Residential	9' min.	18' min.
All (Parallel Spaces)	10' min.	22' min.

E. **Tandem Parking.** Tandem parking is allowed in all ODS zones for all uses, subject to on-site management.

F. **Identification as to Purpose and Location.** On-site parking areas of four or more spaces shall include painted lines, wheel stops, or other methods of identifying individual parking spaces and loading areas, while distinguishing such spaces from aisle and other circulation features.

G. **Materials**

(1) All parking area and driveway specifications to follow those specified by the Engineering Division of the City of Pittsburg.

(2) Parking area surfacing materials shall comply with all applicable Contra Costa County Fire Protection District Standards and City of Pittsburg Standard Details and Specifications.

H. **Location**

(1) **On-site Parking.** Location of on-site parking is regulated by the required setbacks in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone and the following:

(a) Parking lots shall be separated at least by five feet from buildings to make room for a sidewalk, landscaping, and/or other planting between the building and the parking area; and

(b) The required separation may be eliminated to the rear of buildings in areas designed for unloading and loading of materials.

(2) **Off-site Parking.** Location of Off-site parking is regulated by the required plan in Subsection 3.030.9 (Off-site Parking Plan)

I. **Size of Parking Lot.** Parking lots larger than 10,000 square feet in size shall be broken down into smaller parking areas with planted landscape areas with a minimum width of 15 feet between them to minimize the perceived scale of the total field of stalls.

9. **Off-site Parking Plan.**

A. All Off-site Parking Plans shall comply with the following standards:

(1) A maximum of 150 feet of distance between parking and building entrances.

3.040 Large Sites

1. Developments of at least 5 acres and at least 800 feet wide along the Front or Side Street are required to be designed per standards identified in Items A through G.

2. Developments over 20 acres are required to be designed per standards identified in Items A through H.

   A. **Civic Space Required**

      (1) A minimum of 10 percent of the total development area, after subtracting street right-of-ways, is required, meeting or exceeding standards per Item D (Standards and Formula for Dedication of Land) in Section 17.32.020 (Park Dedication).

      (2) See Section 7 (Civic Space Types) for allowed types.

   B. **Streets.**

      (1) Streets are to be applied to create walkable neighborhoods with redundant routes for vehicular, bicycle, and pedestrian circulation.

      (2) New streets are required to meet the standards in Roadway Standard Details of the City Council Resolution 07-10785, City Standard Details and Specifications.

   C. **Alleys**

      (1) Existing alleys may be removed if street access is provided to the design sites on those blocks in compliance with the access standards of the ODS zone.

      (2) Alleys may be added in compliance with Roadway Standard Details of the City Council Resolution 07-10785, City Standard Details and Specifications and in compliance with Table 3.040.A (Block Size).

   D. **External Connectivity**

      (1) The arrangement of streets shall provide for the alignment and continuation of existing or proposed streets into adjoining lands where the adjoining lands are undeveloped and intended for future development, or where the adjoining lands are undeveloped and include opportunities for such connections.

      (2) Street rights-of-way shall be extended to or along adjoining property boundaries to provide a roadway connection or street stub for development, in compliance with Table 3.040.A (Block Size), for each direction (north, south, east, and west) in which development abuts vacant land.

      (3) Right-of-way stubs shall be identified and include a notation that all stubs are to connect with future streets on adjoining property and be designed to transition in compliance with Roadway Standard Details of the City Council Resolution 07-10785, City Standard Details and Specifications.

      (4) New dead-end streets and cul-de-sacs are not allowed, except when the grade of the new street exceeds 15 percent.

E. **Block Size** (New Blocks and Blocks to be Modified)

(1) Individual block lengths and the total block perimeter shall be in compliance with the standards in Table 3.040.A (Block Size).

(2) If a block contains multiple ODS zones, the most intense ODS zone is to be used to establish the standards for block size.

(3) Blocks shall be a minimum width to result in two halves of developable design sites in compliance with the design site depth standards for the allowed building types in the ODS zone. A single half is allowed when adjoining an existing half-block.

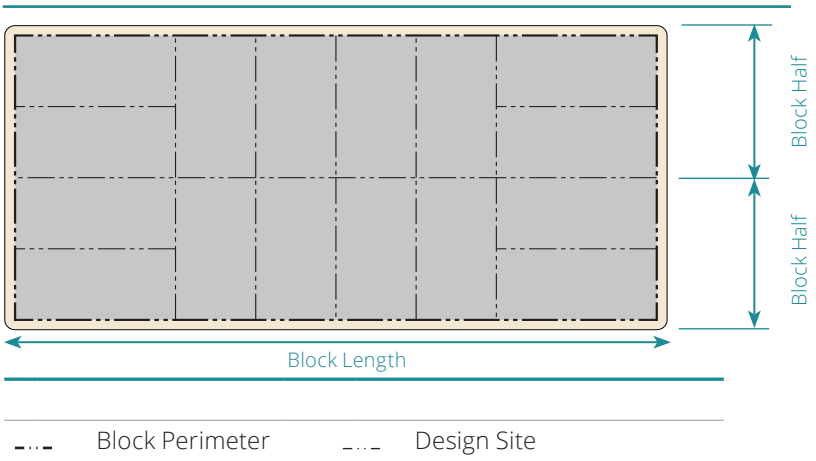
(4) Blocks may be uniquely shaped in compliance with the standards in Table 3.040.A (Block Size Standards).

Table 3.040.A: Block Size

	Length	Perimeter	Length	Perimeter
Zone	**Without Passage**		**Passage Required[1]**	
T3N	600' max.	2,000' max.	800' max.	2,400' max.
T4N	600' max.	2,000' max.	800' max.	2,400' max.
T4MS	450' max.	1,600' max.	N/A	N/A.
T5N	500' max.	1,800' max.	N/A	N/A
T5MS	450' max.	1,600' max.	N/A.	N/A

[1] In compliance with the standards for a Passage in Subsection 7.060 (Passage)

Figure 3.040.1 Block Size



F. **Off-site Parking.** Off-site parking is allowed, per standards in Subsection 3.030 (Parking).

G. **Stormwater Management**

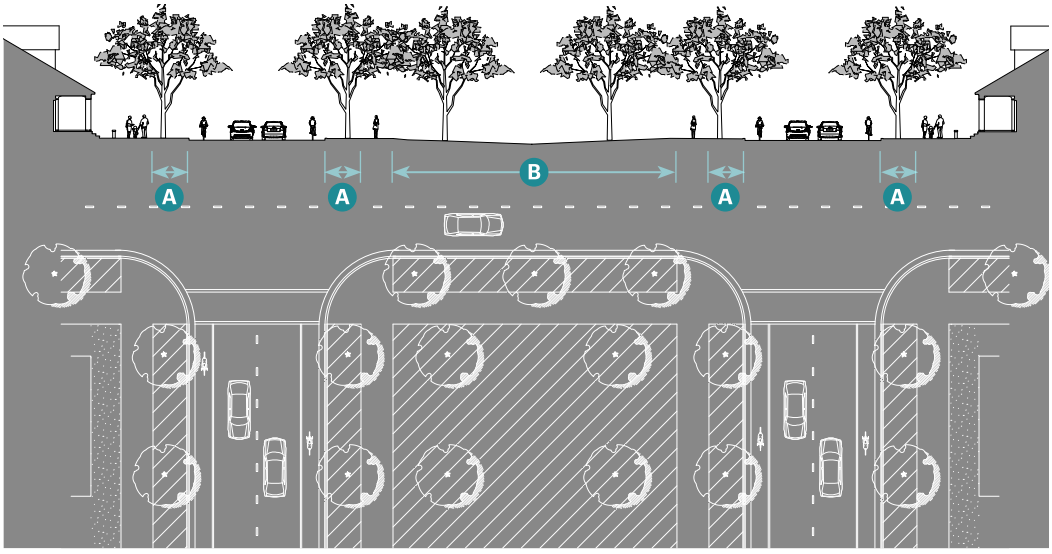
(1) Integrated Design

(a) Stormwater management is required through a system that is integral to the streetscapes and/or the civic and open space(s) in the development.

(b) The area(s) used for stormwater management is to be designed for both seasonal temporary on-site retention of stormwater and as public open space for the neighborhood(s) accessible to the public.

(c) The stormwater management area(s) may connect with those of adjacent development(s).

Figure 3.040.2 Stormwater Management Diagram



Potential Area for Stormwater Management

A Planted Swale

B Civic Space Graded to also Accommodate Stormwater

H. **Applying ODS zones for Developments over 20 acres**

(1) Developments shall apply at least two ODS zones using only the ODS zones established in Section 2 (Zone Standards) and in compliance with Table 3.040.B (Available Zones by General Plan Land Use Designation).

(a) Open sub-zones are allowed, but do not count as a second ODS zone.

(2) Organization of zones.

(a) Low-intensity ODS zones (T3N, and T4N) shall be mapped around neighborhood streets, and open space.

(b) High-intensity ODS zones (T4MS, T5N, and T5MS) shall be mapped around a main street, civic or open space, transit stop, or civic building locations suitable for greater intensities.

(c) Transitions between zones shall occur within the block or across alleys along the adjacent prevailing slope.

Table 3.040.B: Available Zones by General Plan Land Use Designation

Zone	Land Use Designation														
	Residential		Downtown		Mixed Use					Commercial					
	MD	HD	MD	HD	CC	D	G	P/BP BART	Railroad Ave. SPA	D	C	M	PI	R	S
T3N	●	●	●	●					●				●		
T4N		●		●	●		●	●	●			●		●	●
T4MS						●				●	●				
T5N					●	●	●	●	●		●	●		●	●
T5MS						●			●	●	●				

This page intentionally left blank

Section 4: Building Types

Subsections

4.010 Purpose
4.020 Building Types
4.030 Overview of Building Types
4.040 Duplex Side-by-Side
4.050 Duplex Stacked
4.060 Cottage Court
4.070 Multiplex Small
4.080 Multiplex Large
4.090 Townhouse
4.100 Courtyard Building Small
4.110 Courtyard Building Large
4.120 Main Street Building

4.010 Purpose

This Section provides the standards for development of individual building types to achieve the intended physical character of each zone, offer housing choices and affordable housing opportunities, and incubate small businesses as amenities within walkable neighborhoods.

4.020 Building Types

1. Building types are used to articulate size, scale, and intensity according to the intent of each zone.
2. Building types are categorized into two groups: House-Scale Buildings and Block-Scale Buildings. See Figure 4.020.1 (Example of House-Scale and Block-Scale Buildings) for reference.
    A. **House-Scale Buildings.** Buildings that are the size of a house, typically ranging in footprint from as small as 25 feet up to 80 feet in width overall; and
    B. **Block-Scale Buildings.** Buildings that are individually as large as most or all of a block or, when arranged together along a street, appear as long as most or all of a block.
3. The design site size standards for each building type are set in each zone to generate pedestrian-oriented buildings within the overall intended physical character of each zone. The design site size standard identifies the range of design site sizes on which the given building type is allowed to be built.
4. Certain building types have additional standards beyond the zone standards to further calibrate the type for its context.

5. Each design site shall have only one primary building type, except as follows, and in compliance with all standards:

    A. The Cottage Court may consist of up to nine individual buildings. See Subsection 4.040 (Cottage Court);

    B. More than one primary building type is allowed on a parcel that identifies proposed multiple design site lines that meet the standards of this Subsection. See Figure 4.020.2 (Example of Multiple Design Sites on One Parcel).

        (1) Examples

            (a) A parcel large enough to accommodate multiple design sites but smaller than the size of a block; or

            (b) A parcel large enough to create one or more new blocks. See Subsection 3.050 (Large Sites) for standards.

6. On-site open space. The standards identify only the required type (private or common) and amount. For example, if the type only has standards for private open space, common open space is not required for that building type. The identified amount is for the entire building unless specified otherwise.

7. Parking may be designed as tuck-under, detached garage(s), podium or subterranean, in compliance with the zone standards for parking placement.

8. Wings are required to be smaller in size and height than the main body to visually reduce the overall size of a building. To further this objective, the standards specify the amount that wings are required to be offset from the main body so that their facades are not aligned.

9. The maximum number of units identified for each building type is dependent on the design site being large enough to accommodate the zone's standards (e.g., parking). These standards implement the Pittsburg General Plan and do not allow more residential density than what is allowed by the applicable General Plan Land Use category.

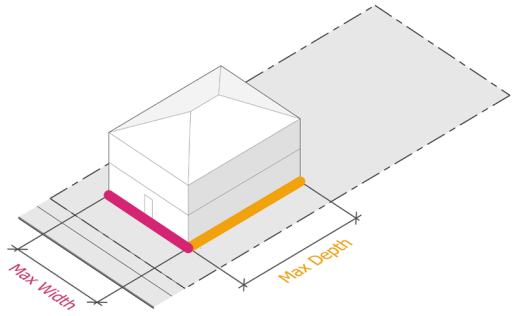
10. Individual designs may vary from the diagrams for each building type in compliance with the standards of this Section.

11. New buildings and their improvements are subject to the City's local standards for Fire Safety and Building Safety.

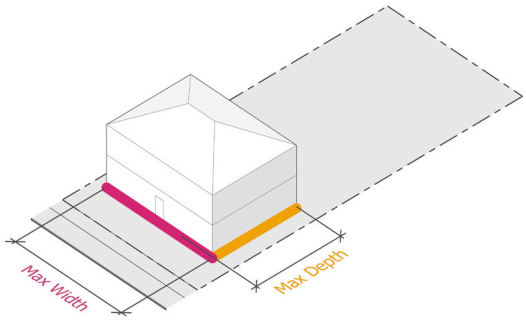
Figure 4.020.1 Example of House-Scale and Block-Scale Buildings

House-Scale Buildings

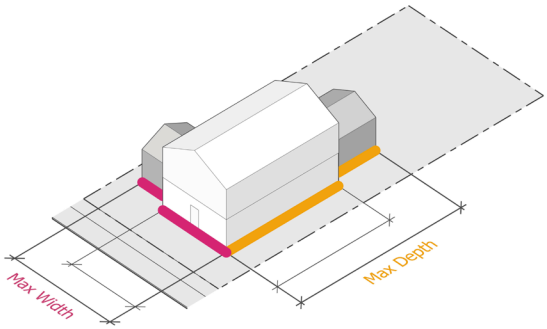
Main body only



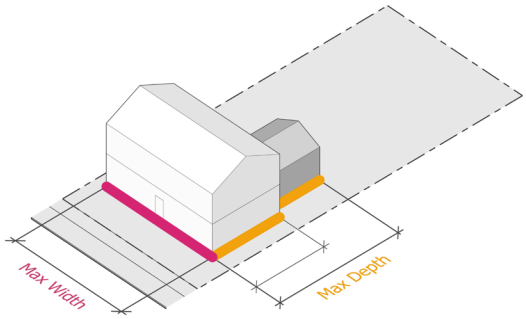
Main body only



Main body with side and rear wings



Main body with rear wing



Block-Scale Buildings

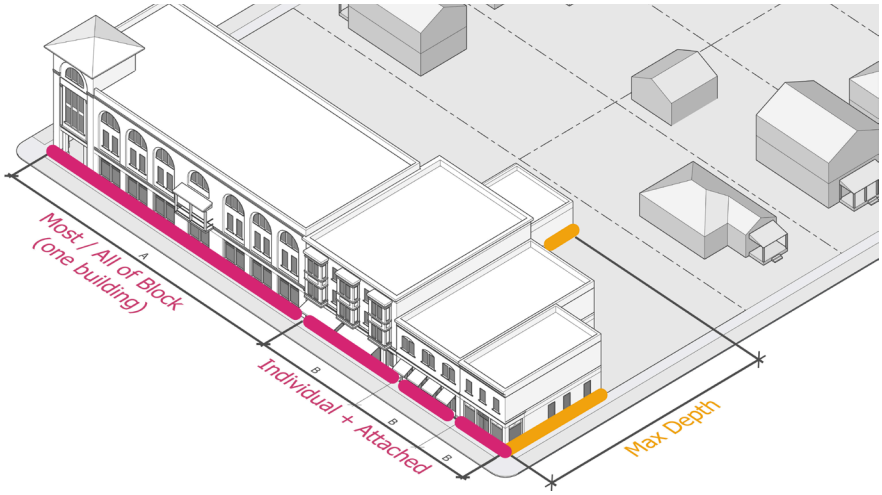
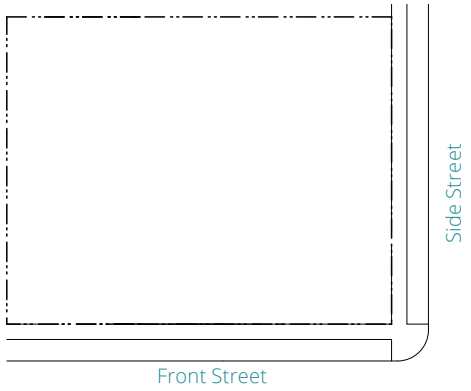
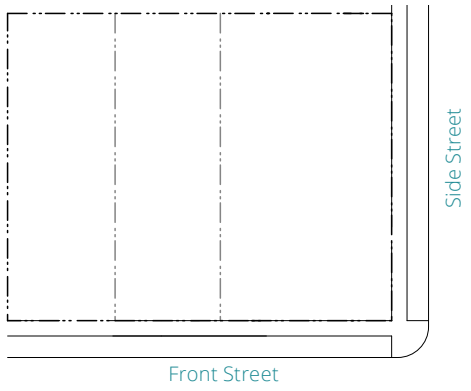


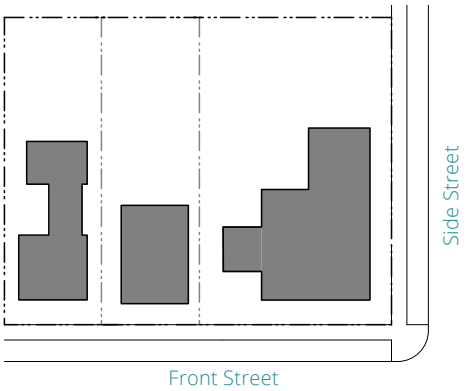
Figure 4.020.2 Example of Multiple Design Sites on One Parcel



One parcel



One parcel proposed for three design sites. Each design site is sized in compliance with the width and depth standards in Table C (Building Types and Design Site Size) *of the* ODS *zone.*



One parcel with three resulting primary buildings in compliance with required setbacks. Individual design sites are not required to be recorded as new parcels.

Larger examples of this approach are parcels that are large enough to make new block(s). See Subsection 3.050 (Large Sites) *for standards.*

Key

Parcel Line

Design Site Line

Primary Building Type

4.030 Overview of Building Types

Table 4.030.A (Building Types Overview) provides an overview of the allowed building types in each zone. The names of the building types are not intended to limit uses within a building type. For example, a Duplex may have non-residential uses within it as allowed by the zone. See referenced Subsection(s) for standards.

Table 4.030.A: Overview of Building Types

Private Frontage Type	Specific Standards	Zones				
		T3N	T4N	T4MS	T5N	T5MS
Duplex Side-by-Side	4.040	P	X	X	X	X
Duplex Stacked	4.050	P	X	X	X	X
Cottage Court	4.060	P	X	X	X	X
Multiplex Small	4.070	X	P	X	X	X
Multiplex Large	4.080	X	X	X	P	X
Townhouse	4.090	P	P	P	P	X
Courtyard Building Small	4.100	X	P	P	X	X
Courtyard Building Large	4.110	X	X	X	P	P
Main Street Building	4.120	X	X	P	X	P

Key P = Allowed O = Allowed Only in Open Sub-Zone or Side Street X = Not Allowed

4.040 Duplex Side-by-Side



Example of Duplex Side-by-Side

Table 4.040.A Description

A small-to-medium-sized, detached, House-Scale Building with small-to-medium setbacks and a rear setback. The building consists of two side-by-side units, both facing the street and within a single building massing. The type has the appearance of a single-unit house and is scaled to fit within lower-intensity neighborhoods.

Table 4.040.B Number of Units

Units per Building	2 max.
Buildings per Design Site	1 max.



Example of Duplex Side-by-Side



Example of Duplex Side-by-Side

General Note: Photos on this page are illustrative, not regulatory.

Table 4.040.C Building Size and Massing		
Height		
Stories	2.5 max.	
Main Body[1]		
Width	48' max.	A
Depth	36' max.	B
Wing(s)[1]		
Width	15' max.	C
Depth	24' max.	D
Separation between Wings	10' min.	
Offset from Main Body facade along Front Street, Side Street, or Civic Space	5' min. if 2 stories; 0' min. if 1 story	E

[1] In compliance with Table E (Building Placement) of the ODS zone

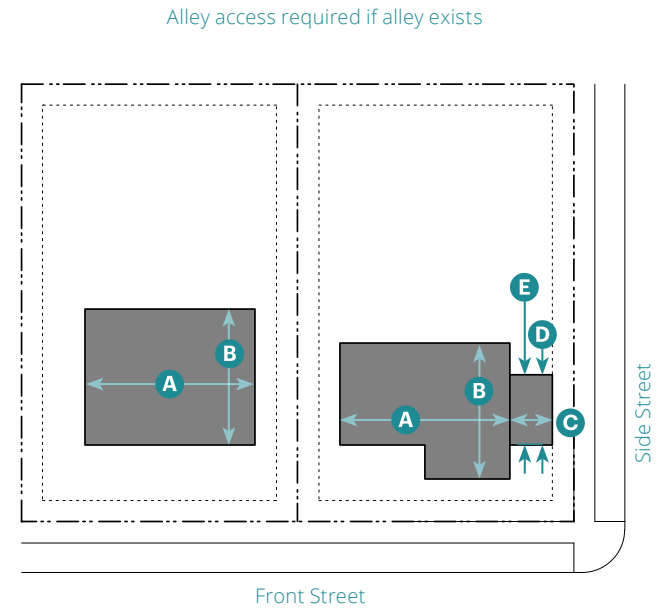
Table 4.040.D Pedestrian Access		
Main Entrance Location	Front Street[2]	F
Each unit shall have an entry facing the street on or within 15' of the front facade.		

[2] On corner design sites, each unit shall front a different street.

Table 4.040.E Vehicle Access and Parking	
Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.	G

Table 4.040.F Open Space		
Common Open Space		
Width	15' min.	H
Depth	15' min.	H
Required setbacks and driveways do not count toward open yard.		
Required open space shall be located behind the main body of the building.		

Table 4.040.G Miscellaneous
Fencing
Fencing only allowed around or between individual buildings and shall not exceed 36" in height.
Visibility shall be maintained through the fencing.

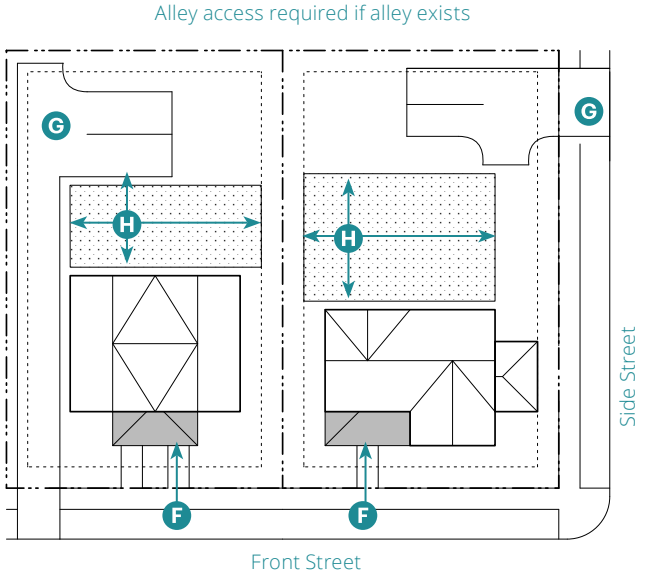


Key

ROW/ Design Site Line

Building Setback Line

Building



Key

ROW/ Design Site Line

Building Setback Line

Frontage

Common Open Spaces

4.050 Duplex Stacked



Example of Duplex Stacked

Table 4.050.A Description

A small-to-medium-sized, detached, House-Scale Building with small-to-medium setbacks and a rear setback. The building consists of two stacked units, both facing the street and within a single building massing. The type has the appearance of a single-unit house and is scaled to fit within lower-intensity neighborhoods..

Table 4.050.B Number of Units

Units per Building	2 max.
Buildings per Design Site	1 max.



Example of Duplex Stacked



Example of Duplex Stacked

General Note: Photos on this page are illustrative, not regulatory.

Table 4.050.C Building Size and Massing		
Height		
Stories	2.5 max.	
Main Body[1]		
Width	36' max.	A
Depth	48' max.	B
Wing(s)[1]		
Width	15' max.	C
Depth	24' max.	D
Separation between Wings	10' min.	
Offset from Main Body facade along Front Street, Side Street, or Civic Space	5' min. if 2 stories; 0' min. if 1 story	E

[1] In compliance with Table E (Building Placement) of the ODS zone

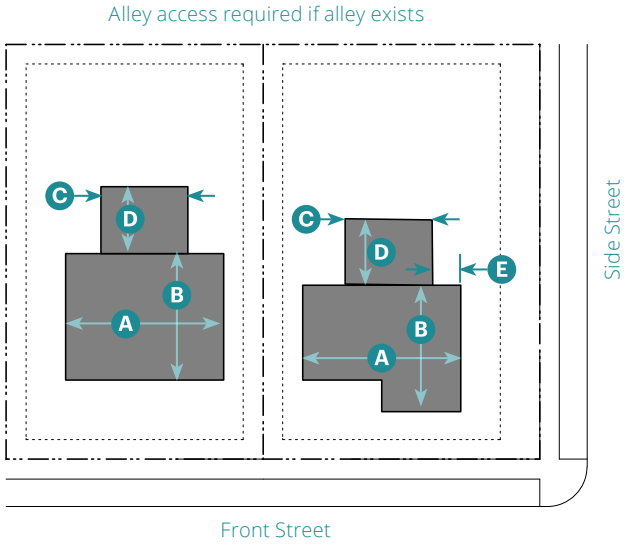
Table 4.050.D Pedestrian Access		
Main Entrance Location	Front Street[2]	F
Each unit shall have an entry facing the street on or within 15' of the front facade.		

[2] On corner design sites, each unit shall front a different street.

Table 4.050.E Vehicle Access and Parking	
Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.	G

Table 4.050.F Open Space		
Common Open Space		
Width	15' min.	H
Depth	15' min.	H
Required setbacks and driveways do not count toward open space.		
Required open space shall be located behind the main body of the building.		

Table 4.050.G Miscellaneous
Fencing
Fencing only allowed around or between individual buildings and shall not exceed 36" in height.
Visibility shall be maintained through the fencing.

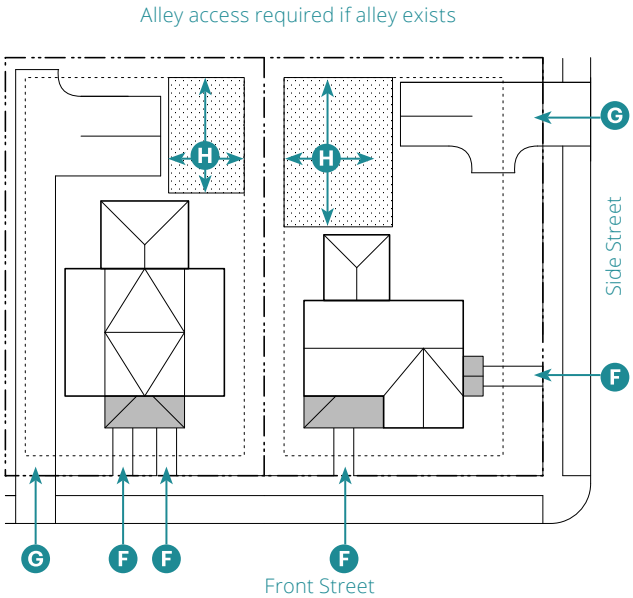


Key

ROW/ Design Site Line

Building Setback Line

Building



Key

ROW/ Design Site Line

Building Setback Line

Frontage

Common Open Spaces

4.060 Cottage Court



Example of Cottage Court

Table 4.060.A Description
A group of three to nine small, detached, House-Scale Buildings arranged to define a shared court open to and visible from the street. The shared court is common open space becoming an important community-enhancing element. The type is scaled to fit within low-to-moderate-intensity neighborhoods and in non-residential contexts.
Synonym: Bungalow Court

Table 4.060.B Number of Units	
Units per Cottage	1 max.
Cottages per Design Site	3 min.; 9 max.



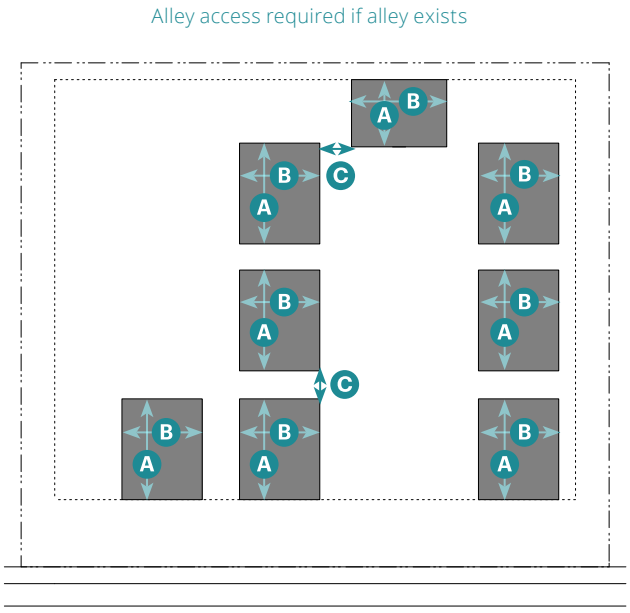
Example of Cottage Court



Example of Cottage Court

General Note: Photos on this page are illustrative, not regulatory.

Table 4.060.C Building Size and Massing		
Height		
Stories	1.5 max.	
Main Body		
Width	32' max.	A
Depth	32' max.	B
Separation between Cottages	7' min.	C
Table 4.060.D Pedestrian Access		
Shared court shall be accessible from front street.		D
Pedestrian Path Setbacks from Building Entrance	6' min.	E
Main entrance to units required from shared court.		
Units on a corner may enter from the side street.		
Pedestrian connections shall connect all buildings to the public ROW, shared court, and parking areas.		
Table 4.060.E Vehicle Access and Parking		
Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.		F
Spaces may be individually accessible by the units and/or common parking area(s) at rear or side of design site.		
Table 4.060.F Open Space		
Common Open Space		
Width	15' min.	G
Depth	60' min. (3-4 units) 70' min. (5-9 units)	H
Required setbacks and driveways do not count toward open space.		
Table 4.060.G Miscellaneous		
Fencing		
Fencing only allowed around or between individual buildings and shall not exceed 36" in height.		
Visibility shall be maintained through the fencing.		

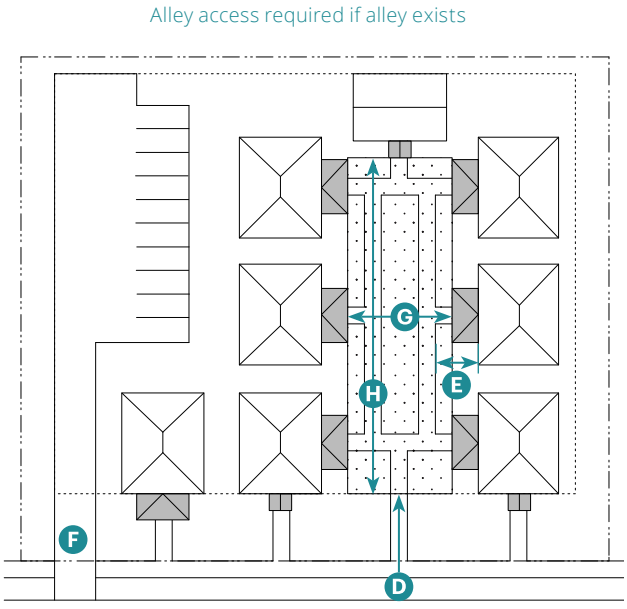


Key

ROW/ Design Site Line

Building Setback Line

Building



Key

ROW/ Design Site Line

Building Setback Line

Frontage

Common Open Spaces

4.070 Multiplex Small



Example of Multiplex Small

Table 4.070.A Description

A small-to-medium-sized, detached, House-Scale Building that consists of three to six side-by-side and/or stacked units, typically with one shared entry or individual entries along the front. The type has the appearance of a medium-sized, single-unit house and is scaled to fit within low- to moderate-intensity neighborhoods.

Table 4.070.B Number of Units

Units per Building	3 min.; 6 max.
Buildings per Design Site	1 max.



Example of Multiplex Small



Example of Multiplex Small

General Note: Photos on this page are illustrative, not regulatory.

Table 4.070.C Building Size and Massing		
Height		
Stories	3 max.	
Main Body		
Width	48' max.	A
Depth	48' max.	B
Wing(s)[1]		
Width	20' max.	C
Depth	20' max.	D
Separation between Wings	15' min.	
Offset from Main Body	5' min.	E

[1]Height is limited to 1 story less than main body and 10' less to highest eave/parapet.

Table 4.070.D Pedestrian Access		
Main Entrance Location	Front Street	E

Each unit may have an individual entry.

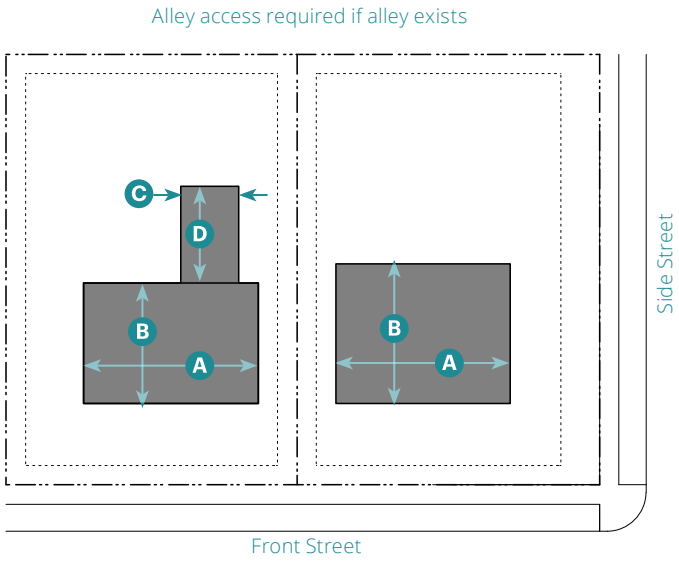
Table 4.070.E Vehicle Access and Parking	
Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.	F

Table 4.070.F Open Space		
Common Open Space[2]		
Width	15' min.	G
Depth	15' min.	H

Required setbacks and driveways do not count toward open space.

Required common open space shall be located behind the main body of the building.

[2]Common open space is not required if the building is within 800' of public open space

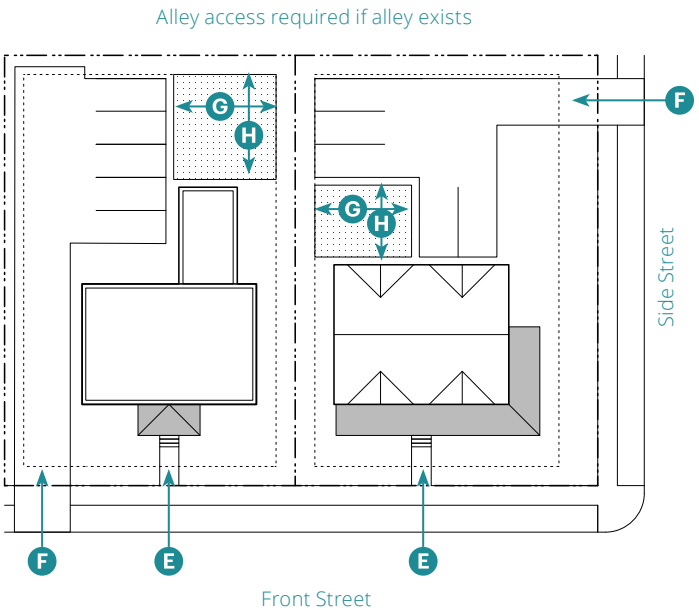


Key

ROW/ Design Site Line

Building Setback Line

Building



Key

ROW/ Design Site Line

Building Setback Line

Frontage

Private Open Space

4.080 Multiplex Large



Example of Multiplex

Table 4.080.A Description

A medium-to-large-sized, detached, House-Scale Building that consists of seven to 12 side-by-side and/or stacked units, typically with one shared entry. The type is scaled to fit within moderate-intensity neighborhoods.

Synonym: Mansion Apartment

Table 4.080.B Number of Units

Units per Building	7 min.; 12 max.
Buildings per Design Site	1 max.



Example of Multiplex



Example of Multiplex

General Note: Photos on this page are illustrative, not regulatory.

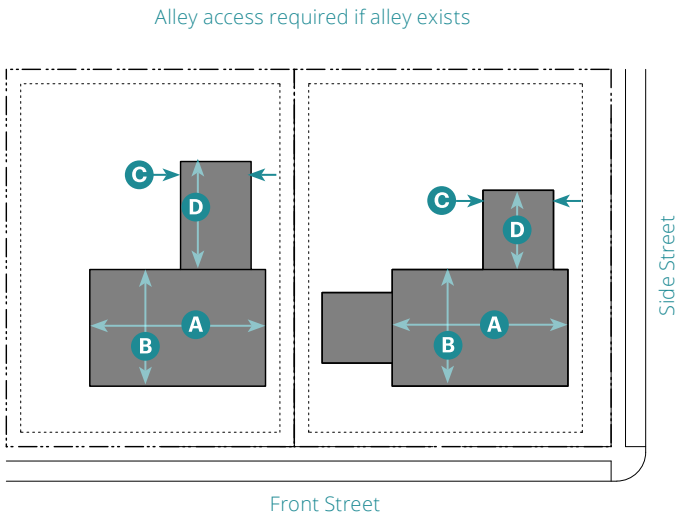
Table 4.080.C Building Size and Massing		
Height	**T5N**	
Stories	3.5 max.	
Main Body[1]		
Width	60' max.	A
Depth	60' max.	B
Wing(s)[1]		
Width	30' max.	C
Depth	30' max.	D
Separation between Wings	15' min.	
Offset from Main Body	5' min.	E

[1]Height is limited to 1 story less than main body and 10' less to highest eave/parapet.

Table 4.080.D Pedestrian Access		
Main Entrance Location	Front Street	E
Units located in the main body shall be accessed by a common entry along the front street.		
On corner design sites, units in a wing may enter from the side street.		

Table 4.080.E Vehicle Access and Parking	
Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.	F

Table 4.080.F Open Space
Common or Private open space is not required.

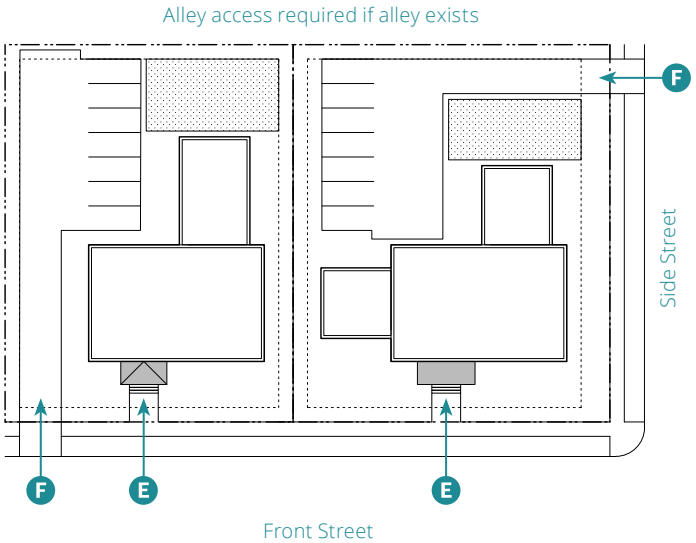


Key

ROW/ Design Site Line

Building Setback Line

Building



Key

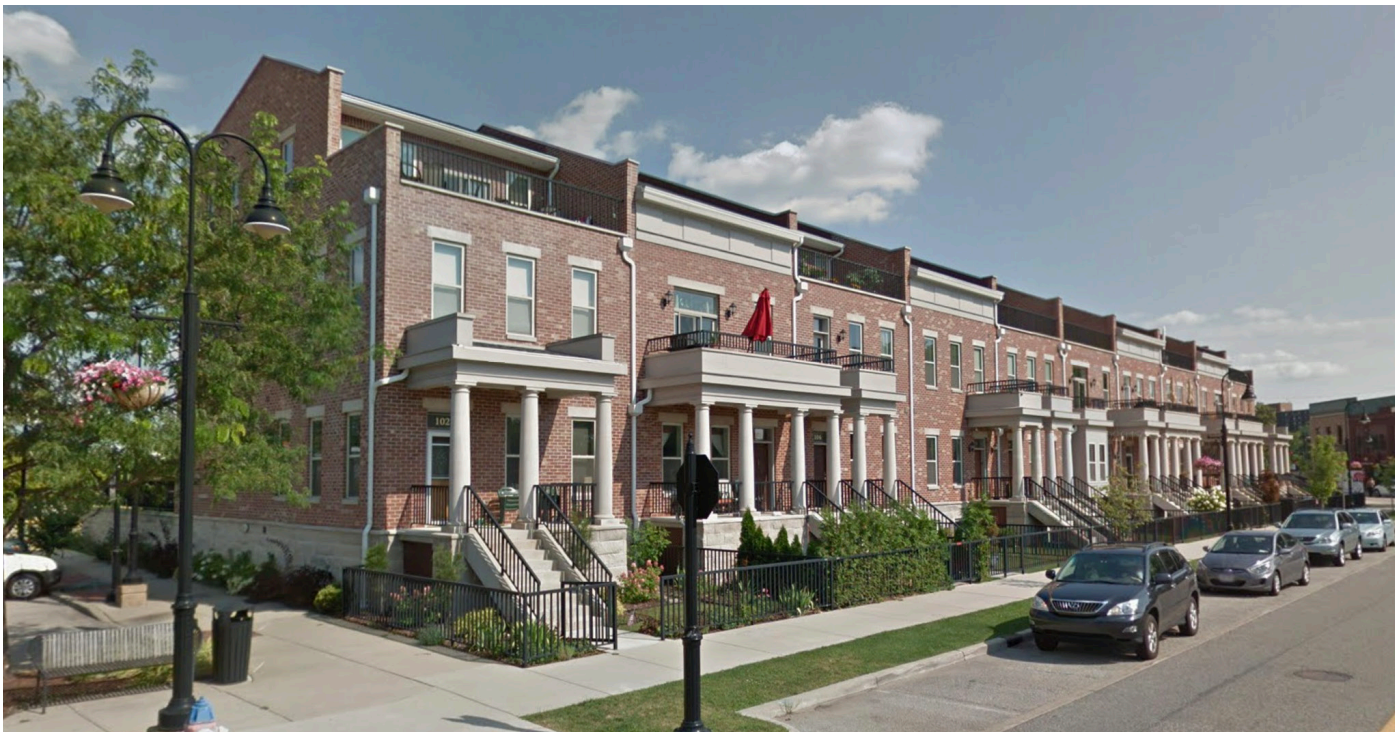
ROW/ Design Site Line

Building Setback Line

Frontage

Private Open Space

4.090 Townhouse



Example of Neighborhood Townhouse

Table 4.090.A Description

A small-sized, typically attached, House-Scaled or Block-Scaled Building with a rear setback. Each Townhouse consists of one unit. As allowed by the zone, the type may also be detached with minimal separations between buildings. The type is typically located within low-to-moderate-intensity neighborhoods.

Synonym: Rowhouse

Table 4.090.B Number of Units

House-Scale	**T3N/T4N**
Units per Townhouse	1 max.
Townhouses per Design Site	1 max.
Townhouses per Run	2 min.; 5 max.
Block-Scale	**T4MS/T5N**
Units per Townhouse	3 max.
Townhouses per Design Site	1 max.
Townhouses per Run	4 min.; 8 max.



Example of Neighborhood Townhouse



Example of Neighborhood Townhouse

General Note: Photos on this page are illustrative, not regulatory.

Table 4.090.C Building Size and Massing			
Height	**T3N/T4N**	**T4MS/T5N**	
Stories	3 max.		
Main Body[1]			
Width per Townhouse	18' min.; 25' max.		A
Depth per Townhouse	50' max.		B
Width per Run	125' max.	200' max.	C
Wing(s)[1]			
Width	14' max.	14' max.	D
Depth	14' max.	14' max.	E
Separation between Wings	10' min.		F

[1] Height is limited to 1 story less than main body and 10' less to highest eave/parapet.

Table 4.090.D Pedestrian Access		
Main Entrance Location	Front Street	G

Each unit shall have an individual entry facing a street.

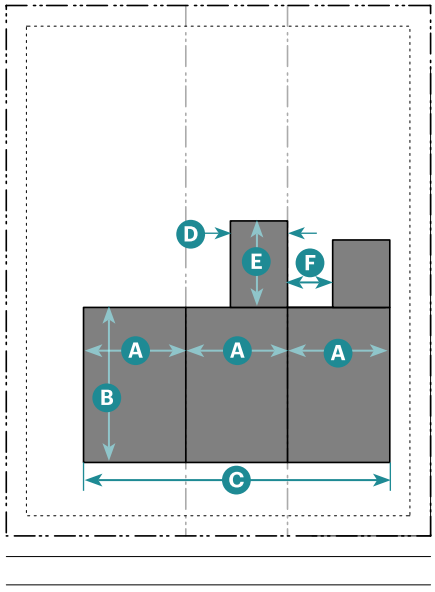
Table 4.090.E Vehicle Access and Parking	
Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.	H

Table 4.090.F Open Space		
Private Open Space		
Width	8' min.	I
Depth	8' min.	I

Required setbacks and driveways do not count toward open space.

Required private open space shall be located behind the main body of the building.

Alley access required if alley exists



Front Street

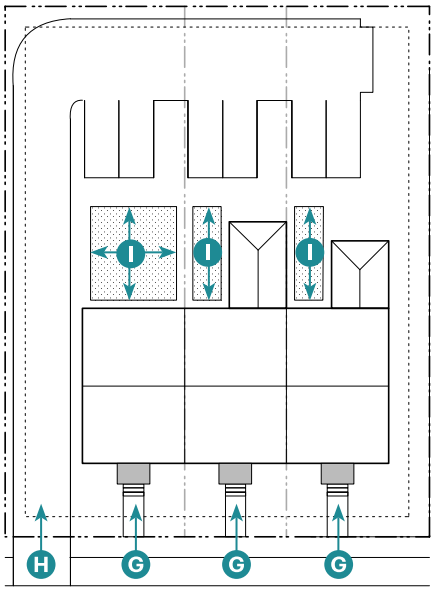
Key

ROW/ Design Site Line

Building Setback Line

Building

Alley access required if alley exists



Front Street

Key

ROW/ Design Site Line

Building Setback Line

Frontage

Private Open Space

4.100 Courtyard Building Small



Example of Neighborhood Courtyard

Table 4.100.A Description

A detached, House-Scale Building that consists of up to 16 attached and/or stacked units, accessed from a shared courtyard. The shared court is common open space and takes the place of a rear setback. The type is typically integrated as a small portion of lower-intensity neighborhoods or more consistently into moderate-intensity neighborhoods.

Synonym: Courtyard Apartment

Table 4.100.B Number of Units

Units per Building	10 min.; 16 max.
Buildings per Design Site	1 max.



Example of Neighborhood Courtyard



Example of Neighborhood Courtyard

General Note: Photos on this page are illustrative, not regulatory.

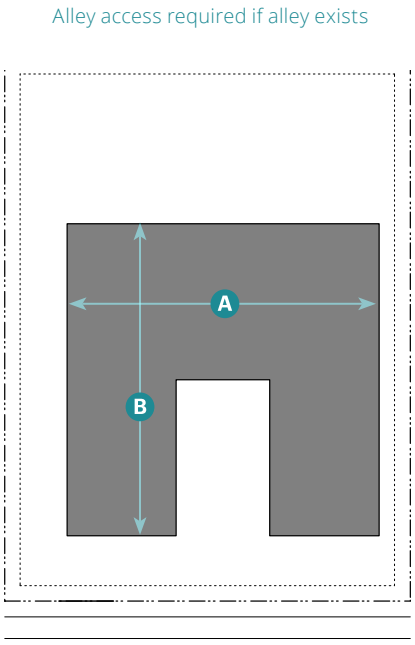
Table 4.100.C Building Size and Massing		
Height		
Stories	3 max.	
Main Body[1]		
Width	100' max.	A
Depth	100' max.	B

Table 4.100.D Pedestrian Access		
Main Entrance Location[1]	Courtyard or Street	C

[1] The main entry of ground floor units shall be directly off of a courtyard or street, whichever is closer.

Table 4.100.E Vehicle Access and Parking	
Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.	D

Table 4.100.F Open Space			
Common Open Space	**L-shaped**	**U-shaped**	
Width	20' min.	25' min.	E
Depth	30' min.	50' min.	F
Courtyard(s) shall be accessible from the front street.			
Multiple courtyards are required to be connected via a Passage through or between buildings.			
Building shall define at least three walls of the courtyard.			
Front of courtyard not defined by building shall be defined by 2'-6" to 5' tall wall with entry gate/door.			

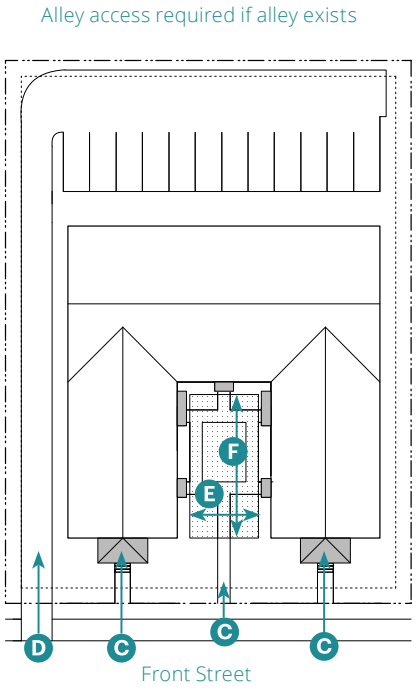


Key

ROW/ Design Site Line

Building Setback Line

Building



Key

ROW/ Design Site Line

Building Setback Line

Frontage

Private Open Space

4.110 Courtyard Building Large



Example of Neighborhood Courtyard

Table 4.110.A Description

A detached, House-Scale Building that consists of up to 24 attached and/or stacked units, accessed from a shared courtyard. The shared court is common open space and takes the place of a rear setback. The type is typically integrated as a small portion of lower-intensity neighborhoods or more consistently into moderate-intensity neighborhoods.

Synonym: Courtyard Apartment

Table 4.110.B Number of Units

Units per Building	18 min.; 24 max.
Buildings per Design Site	1 max.



Example of Neighborhood Courtyard



Example of Neighborhood Courtyard

General Note: Photos on this page are illustrative, not regulatory.

Table 4.110.C Building Size and Massing		
Height		
Stories	5 max.	
Main Body[1]		
Width	120' max.	A
Depth	150' max.	B

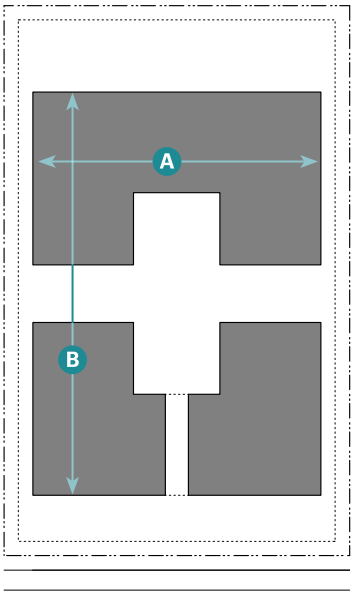
Table 4.110.D Pedestrian Access		
Main Entrance Location[1]	Courtyard or Street	C

[1] The main entry of ground floor units shall be directly off of a courtyard or street, whichever is closer.

Table 4.110.E Vehicle Access and Parking	
Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.	D

Table 4.110.F Open Space		
Common Open Space		
Width	30' min.	E
Depth	50' min.	F
Courtyard(s) shall be accessible from the front street.		
Multiple courtyards are required to be connected via a Passage through or between buildings.		
Building shall define at least three walls of the courtyard.		

Alley access required if alley exists



Front Street

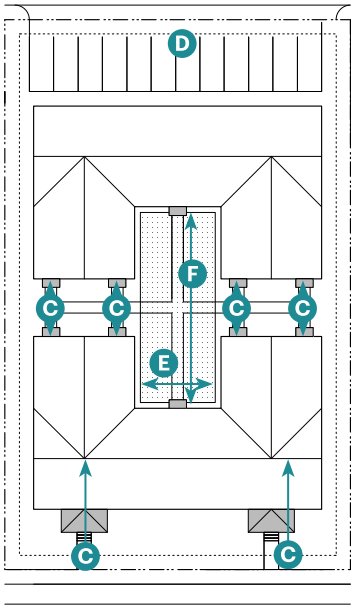
Key

ROW/ Design Site Line

Building Setback Line

Building

Alley access required if alley exists



Front Street

Key

ROW/ Design Site Line

Building Setback Line

Frontage

Private Open Space

4.120 Main Street Building



Example of Main Street Building

Table 4.120.A Description

A small-to-large-sized, Block-Scale Building, typically attached, but may be detached. The type is intended to provide a vertical mix of uses with ground-floor retail, office, or service uses and upper-floor service or residential uses. The type makes up the primary component of neighborhood and downtown main streets, therefore being a key component to providing walkability.

Table 4.120.B Number of Units

Units per Building	Unrestricted
Buildings per Design Site	1 max.



Example of Main Street Building



Example of Main Street Building

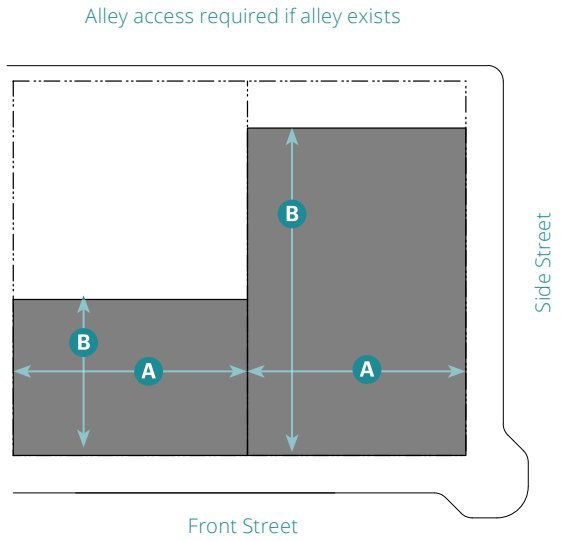
General Note: Photos on this page are illustrative, not regulatory.

Table 4.120.C Building Size and Massing			
Height	**T4MS**	**T5MS**	
Stories	3 max.	5 max.	
Main Body			
Width	100' max.	200' max.	A
Depth	100' max.	200' max.	B

Table 4.120.D Pedestrian Access	
Distance between Entries to Ground Floor Shops	40' max.
Upper floor units shall be accessed by a common entry along the front or side street.	
Ground floor shops shall have individual entries along the front or side street.	C
Ground floor units allowed along side streets are required to be at least 30' from the front street.	D

Table 4.120.E Vehicle Access and Parking	
Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.	E

Table 4.120.F Open Space
Common or private open space is not required.

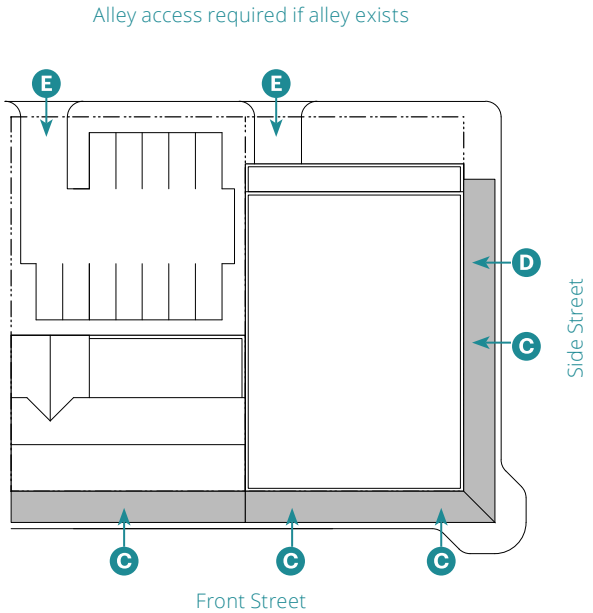


Key

ROW/ Design Site Line

Building Setback Line

Building



Key

ROW/ Design Site Line

Building Setback Line

Frontage

Private Open Space

This page intentionally left blank

Section 5: Massing and Facade Articulation Standards

Subsections:

5.010 Purpose
5.020 Overview of Façade and Design Standards
5.030 Massing and Composition
5.040 Tripartite Facade Articulation
5.050 Architectural Recession(s)
5.060 Windows and Openings

5.010 Purpose

This Section provides standards intended to promote a pedestrian-scaled built environment by reducing the perceived mass of large buildings while allowing for creativity and innovation.

5.020 Overview of Façade and Design Standards

Table 5.020.A (Massing and Facade Articulation Standards Overview) provides an overview of the standards.

Table 5.020.A: Massing and Facade Articulation Standards Overview

Standard	Building Length[1]			
	< 75'	75' to <100'	100'to <150'	≥150'
5.030 (Massing and Composition)	N	R	R	R
5.040 (Tripartite Facade Articulation)	N	R	R	R
5.050 (Architectural Recession(s))	N	N	R	R
5.060 (Windows and Openings)	N	N	R	R

[1] Building length includes main body and wings, as measured along street or civic space.

Key	R = Required	N = Not Required	A = Allowed	- = Not Allowed

5.030 Massing and Composition

Table 5.030.A Description

Standards for the articulation of building facades to ensure that new development is harmonious in scale with existing development.

Table 5.030.B Applicability

Buildings ≥75' long

Table 5.030.C General Character

New facades and facade modifications along a street or civic space shall be designed to appear as multiple buildings no greater than 75' in length and not repeating the same massing and composition.	A
Building facades shall be arranged in an orderly composition of window bays/ openings based on prevalent patterns of 3, 5 or 7 bays.	B
Facades shall be designed in an orderly symmetrical or asymmetrical composition.	C
The pattern shall be visually expressed through the spacing of openings, physical recesses, projections or other techniques.	
The pattern may include the ground floor and its mezzanine.	

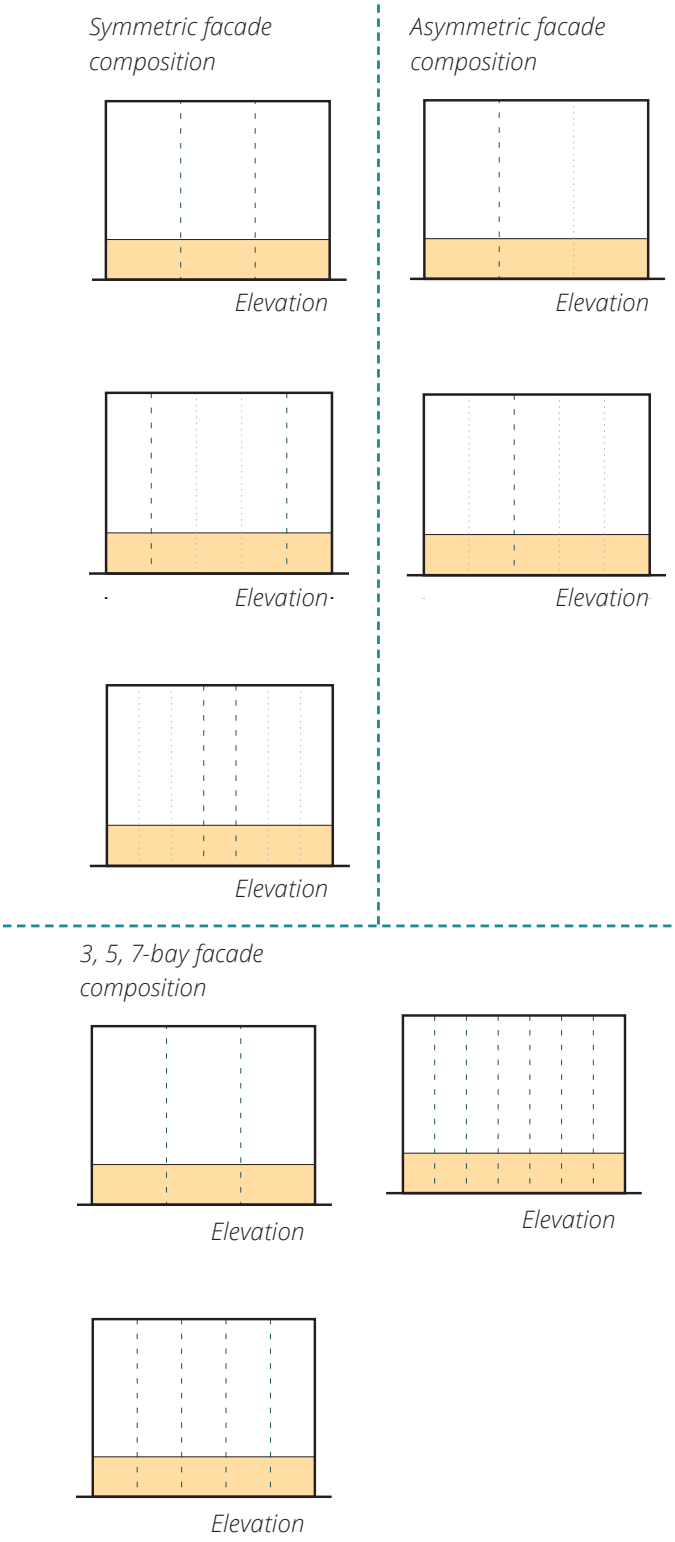


Figure 5.030.A: Diagram of Massing and Composition

5.040 Tripartite Facade Articulation

Table 5.040.A Description

This Subsection prescribes standards for the articulation of building facades to maintain visual quality. For new building facades, tripartite articulation is required, which is a method of visually organizing a building facade into three sections: a base, a middle and a top.

Table 5.040.B Applicability

Buildings ≥75' long

Table 5.040.C General Character

Combinations of colors, materials, and massing may be used to visually express a base, middle, and top.

New facades and facade modifications along a street or civic space shall be designed to visually express a base, middle, and top:

Building Base. The base shall be a minimum of one story in height. For buildings taller than 3 stories the base may be up to 2-stories tall. A

Building Middle. The middle shall be a minimum of one-story in height. B

Building Top. The top may include multiple stories including building stepbacks but should not exceed the height of the building's middle. Parapets, cornices and entablatures may be used to articulate the top. C

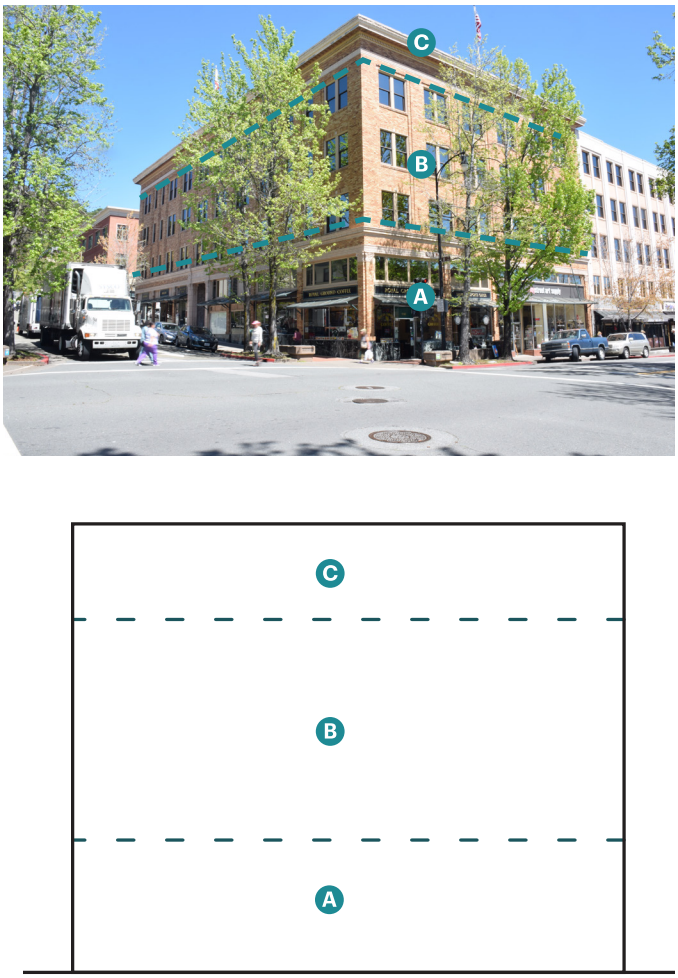


Figure 5.040.A: Diagram of Tripartite Facade Articulation

5.050 Architectural Recession(s)

Table 5.050.A Description
New facades and renovations along a street or civic space shall be designed to modulate the apparent size and scale of a building by recessing a portion(s) of the facade. Recessions shall be articulated using one or more frontage types to create a semi-public space, such as a forecourt or dooryard.

Table 5.050.B Applicability
Buildings ≥100' long

Table 5.050.C General Character		
Frequency	Minimum one recession every 75' in facade length	A
Width	10' min.	B
Depth	10' min.	C
If ground floor is recessed, recession shall extend from ground to sky		





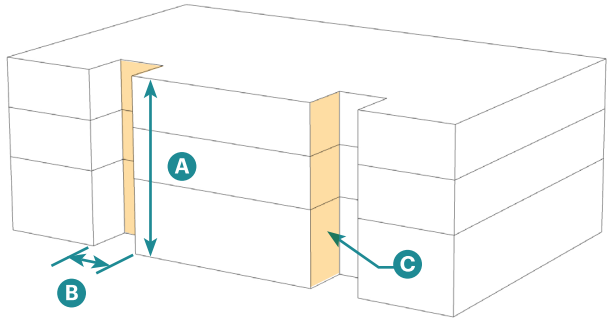


Figure 5.050.A: Diagram of Architectural Recessions

5.060 Windows and Openings

Table 5.060.A Description

This Subsection describes standards for the composition of window bays and openings.

Table 5.060.B Applicability

Buildings ≥100' long

Table 5.060.C General Character

New facades and facade modifications shall be designed to include an orderly composition of window bays and openings.

All building facades shall be designed to include square- or vertically-oriented windows and openings, including groupings of windows and openings, coordinated with the building facade composition as per Subsection 5.03 (Massing and Composition).

Location of balconies when used should be coordinated with windows and doors on the facade, and with the composition of bays on the building facade.

Buildings at least 100' in length along the street are required to include projected or recessed window bays.

Bay windows shall have either a square or a chamfer profile.



Figure 5.060.A: Diagram of Windows and Openings

This page intentionally left blank

Section 6: Frontage Types

Subsections:

6.010 Purpose
6.020 Frontage Types
6.030 Overview of Frontage Types
6.040 Porch Projecting
6.050 Porch Engaged
6.060 Dooryard
6.070 Stoop
6.080 Forecourt
6.090 Shopfront
6.100 Terrace
6.110 Gallery

6.010 Purpose

This Section provides the standards for frontage types. Frontages are the components of a building that provide the transition and interface between the public realm (street and sidewalk) and the private realm (setback or building).

6.020 Frontage Types

1. The names of the frontage types indicate their particular configuration or function and are not intended to limit uses within the associated building. For example, a Porch may be used by non-residential uses including, but not limited to, a restaurant or office, as allowed by the zone.
2. Each building is required to include at least one private frontage type along the front street or adjacent civic space. Buildings with entries along a side street are required to include at least one private frontage type on those facades. The Cottage Court Building Type is only required to have frontages facing the court.
3. The habitable space on ground floor along front facade with a minimum depth as identified in Table D (Building Form) of the ODS zone, is required to be habitable/occupiable space in compliance with this Subsection.
4. Accessibility is provided through the allowed private frontage types for each zone. This requirement does not apply when base floor elevation (BFE) exceeds three feet from existing grade.
5. Private frontage types not listed in Table F (Frontages) of the ODS zone are not allowed in that zone.
6. Each building may have multiple private frontage types in compliance with the allowed types in Table F (Frontages) of the ODS zone.
7. Each private frontage type shall be located in compliance with the facade zone per Table E (Building Placement) of the ODS zone.
8. Standards are stated for the front and side street facades of a design site.

9. In addition to the ODS zone's standards, each private frontage is further refined through these standards to calibrate the type for its context.

6.030 Overview of Frontage Types

Table 6.030.A (Overview of Frontage Types) provides a summary of the allowed private frontage types in each ODS zone. See referenced Subsection(s) for standards.

Table 6.030.A: Overview of Frontage Types

Private Frontage Type	Specific Standards	Zones				
		T3N	T4N	T4MS	T5N	T5MS
Porch Projecting	6.040	P	P	X	X	X
Porch Engaged	6.050	P	P	X	X	X
Dooryard	6.060	P	P	P	P	P
Stoop	6.070	P	P	P	P	X
Forecourt	6.080	X	X	P	P	P
Shopfront	6.090	X	X	P	X	P
Terrace	6.100	X	X	P	P	P
Gallery	6.110	X	X	P	X	P

Key P = Allowed X = Not Allowed

This page intentionally left blank

6.040 Porch Projecting

Table 6.040.A Description

The main facade of the building is set back from the front design site line with a covered structure encroaching into the front setback. The resulting setback area may be defined by a fence or hedge to spatially maintain the edge of the street. The Porch may be one or two stories, is open on three sides, with all habitable space located behind the building setback line.

Table 6.040.B Size

Width, Clear	15' min.[1]	A
Depth, Clear	8' min.	B
Height, Clear	8' min.	C
Stories	2 stories max.	
Finish Level above Sidewalk	1' min.[2]	D
Pedestrian Access Width	3' min.	E

[1] Reduce to 8' min. and maximum 1 story when applied to Cottage Court Building Type

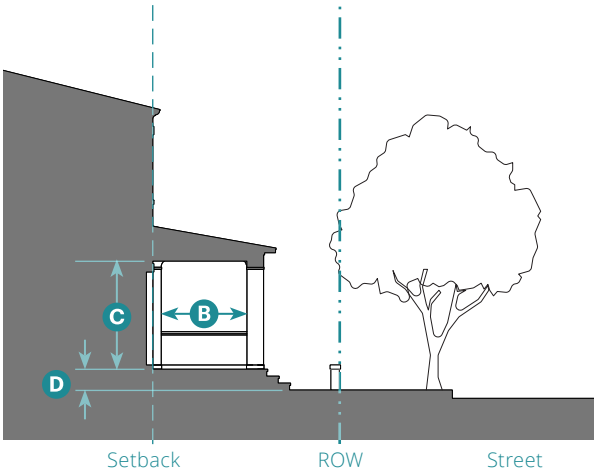
[2] Common entries may be set at grade per local and federal accessibility standards.

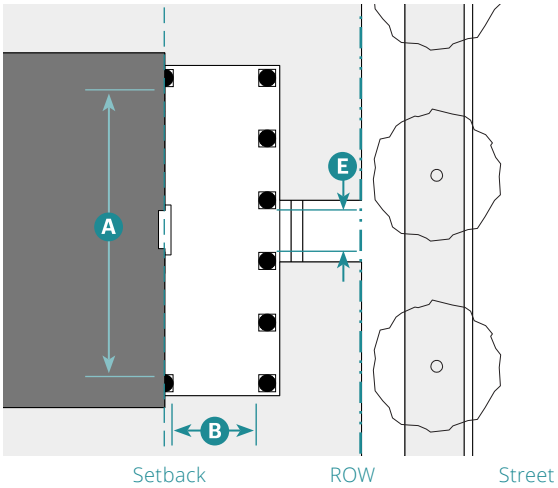
Table 6.040.C Miscellaneous

Porch shall be open on three sides and have a roof. Clear glass may be installed between the porch columns if the minimum size of individual panes is 1'.



Example of a Projecting Porch





Key

ROW/ Design Site Line Setback Line

6.050 Porch Engaged

Table 6.050.A Description

A portion of the main facade of the building projects into the front setback to create an area for a covered structure that projects from the rest of the facade that is set back. The resulting yard may be defined by a fence or hedge to spatially define the edge of the street. The Porch may be one or two stories and may have two or three adjacent sides that are engaged to the building with at least one side open.

Table 6.050.B Size

Width, Clear	15' min.	A
Depth, Clear	8' min.	B
Height, Clear	8' min.	C
Stories	2 stories max.	
Finish Level above Sidewalk	1' min.[1]	D
Pedestrian Access Width	3' min.	E
Encroachment area of building facade		
Depth	6' max.	F
Width[2]	1/3 min. of overall building facade.	G

[1] Common entries may be set at grade per local and federal accessibility standards.

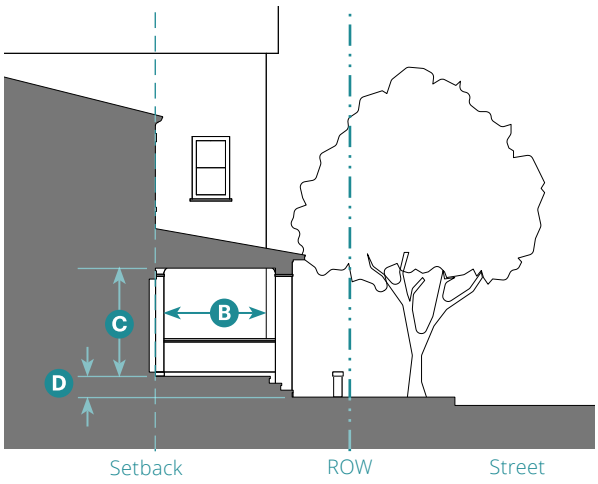
[2] Encroachment width may not exceed width of Porch (A).

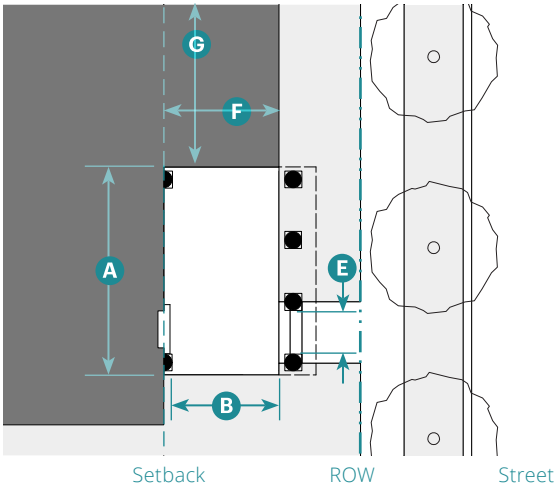
Table 6.050.C Miscellaneous

Porch shall be open on two sides and have a roof. Clear glass may be installed between the porch columns if the minimum size of individual panes is 1'.



Example of an Engaged Porch





Key

ROW/ Design Site Line Setback Line

6.060 Dooryard

Table 6.060.A Description

The main facade of the building is set back from the front design site line, which is defined by a low wall or hedge, creating a small private area between the sidewalk and the facade. Each Dooryard is separated from adjacent Dooryards. The Dooryard may be raised or at grade.

Table 6.060.B Size

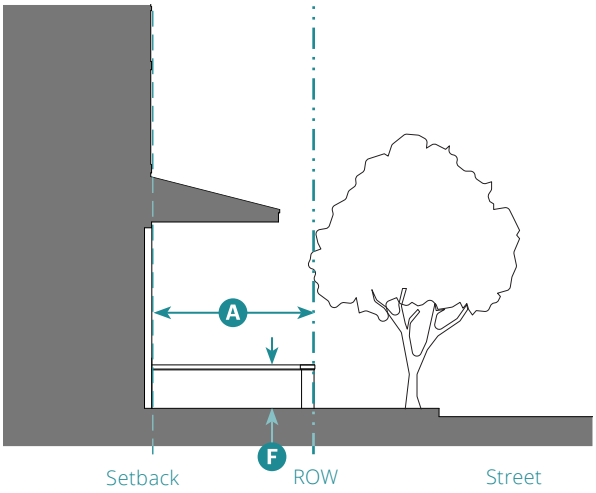
Depth, Clear	6' min.	A
Length	15' min.	B
Distance between Glazing	4' max.	C
Depth of Recessed Entries	3' max.	D
Pedestrian Access Width	3' min.	E
Height of Dooryard Fence/Wall above Finish Level	3' max.	F

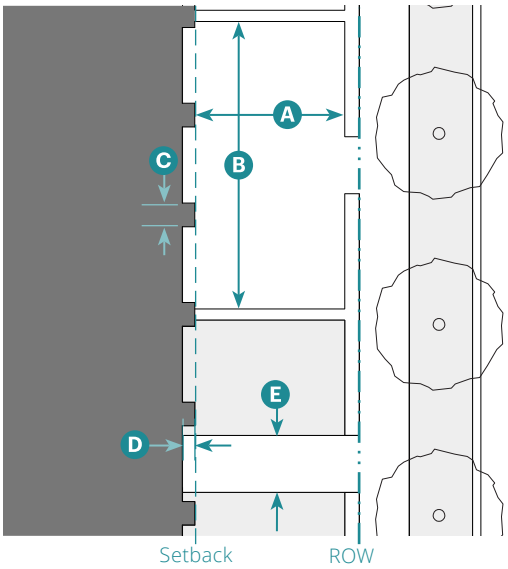
Table 6.060.C Miscellaneous

Each Dooryard shall provide access to only one ground floor entry.



Example of a Dooryard





Key

ROW/ Design Site Line

Setback Line

6.070 Stoop

Table 6.070.A Description

The main facade of the building is near the front design site line with steps to an elevated entry. The Stoop is elevated above the sidewalk to provide privacy along the sidewalk-facing rooms. Stairs or ramps from the Stoop may lead directly to the sidewalk or may be parallel to the sidewalk.

Table 6.070.B Size

Width, Clear	4' min.	A
Depth, Clear	3' min.	B
Finish Level above Sidewalk	1' min.[1]	C
Depth of Recessed Entries	8' max.	D

[1] Common entries may be set at grade per local and federal accessibility standards.

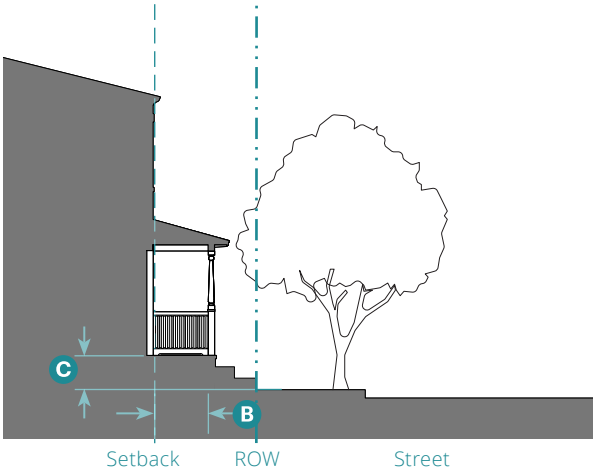
Table 6.070.C Miscellaneous

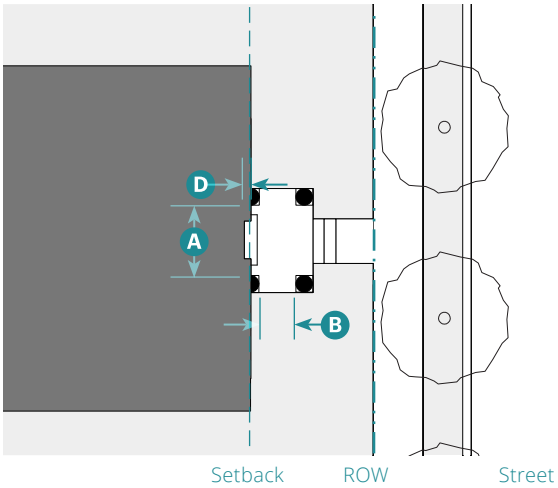
Entry doors shall be covered or recessed to provide shelter from the elements.

Gates are not allowed.



Example of a Stoop





Key

ROW/ Design Site Line Setback Line

6.080 Forecourt

Table 6.080.A Description

The main facade of the building is at or near the front design site line and a portion is set back, extending the public realm into the design site to create an entry court or shared garden space for housing, or an additional shopping or restaurant seating area within retail and service areas.

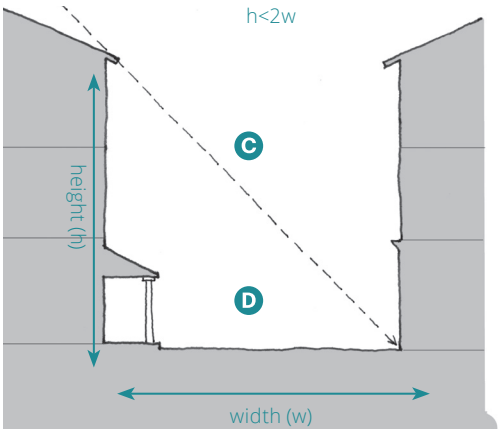
Table 6.080.B Size

Width, Clear	15' min.	A
Depth, Clear	15' min.	B
Ratio, Height to Width	2:1 max.	C
Other frontages, awnings, and balconies may encroach into all sides of the Forecourt.	Max. 1/2 width of Forecourt	D

Table 6.080.C Miscellaneous

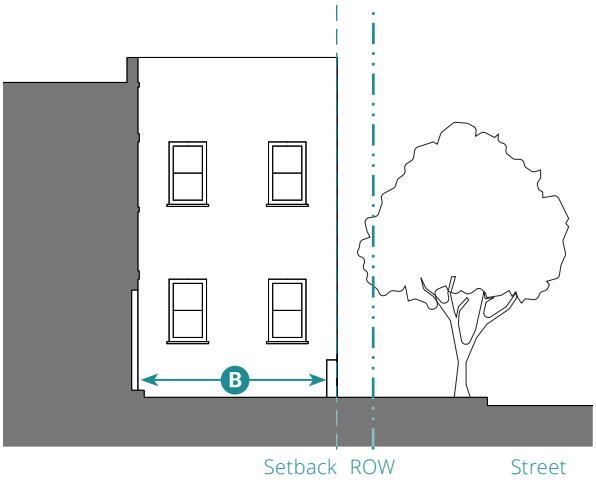
Forecourts may be utilized to group several entries at a common elevation in compliance with the zones' ground floor finish level standards.

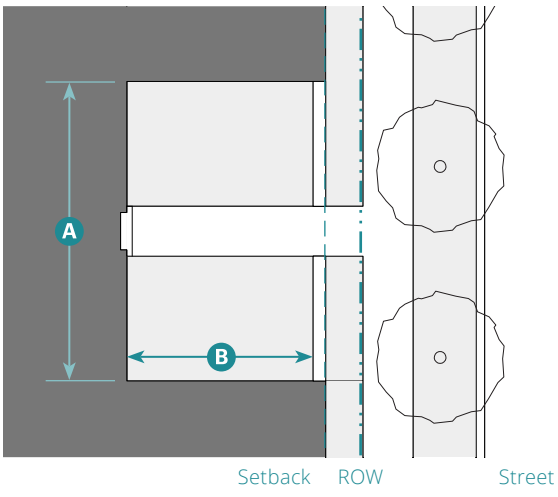
The proportions and orientation of a Forecourt shall be in compliance with the diagram below for solar orientation and user comfort.





Example of a Forecourt with Shopfronts





Key

ROW/ Design Site Line

Setback Line

6.090 Shopfront

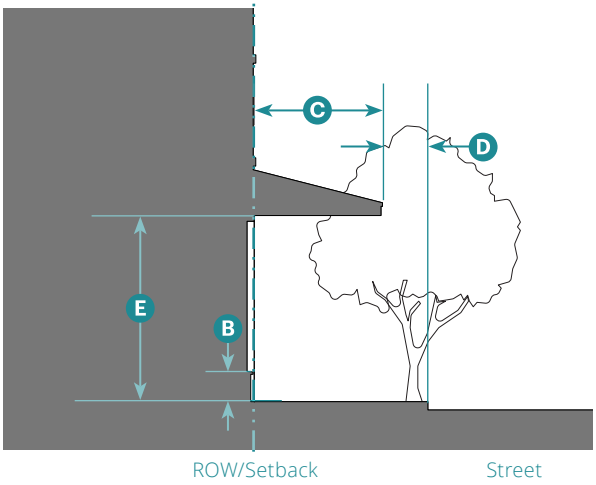
Table 6.090.A Description
The main facade of the building is at or near the front design site line with at-grade entrance from the sidewalk. The type is intended for service, retail, or restaurant use and includes substantial glazing between the Shopfront base and the ground floor ceiling. This type may include an awning that overlaps the sidewalk.

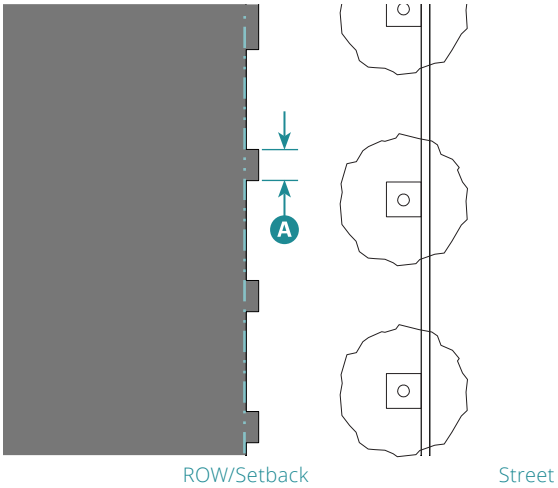
Table 6.090.B Size		
Distance between Glazing	2' max.	A
Ground Floor Glazing between Sidewalk and Finished Ceiling Height	75% min.	
Depth of Recessed Entries	5' max.	
Shopfront Base	6" min.; 2' max.	B

Table 6.090.C Awning (Allowed/Not Required)		
Depth	5' min.	C
Setback from Curb	2' min.	D
Height, Clear	10' min.	E



Example of a Shopfront





Key

ROW/ Design Site Line Setback Line

6.100 Terrace

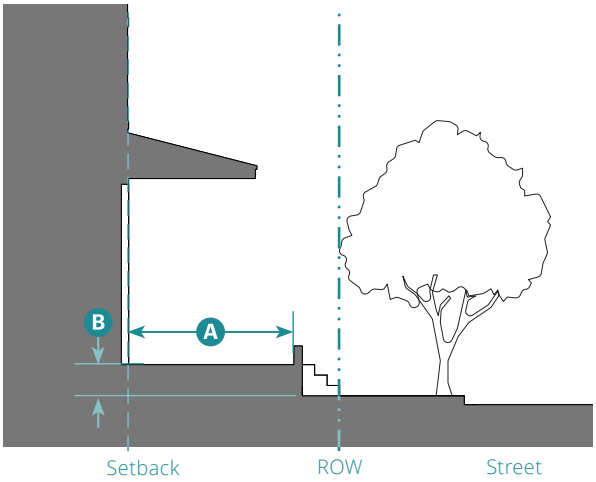
Table 6.100.A Description
The main facade is at or near the front design site line with steps leading to an elevated area providing pedestrian circulation along the facade to connect multiple entrances. The type is used for retail, service, office uses, or housing to provide outdoor areas along the sidewalk and/or to accommodate an existing or intended grade change.

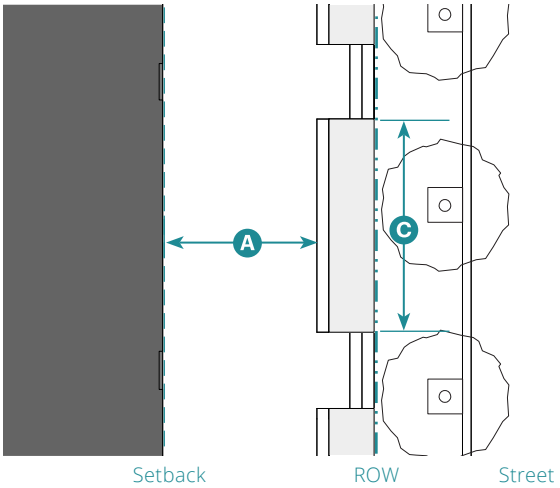
Table 6.100.B Size		
Depth of Terrace	8' min. residential	A
	10' min. non-residential	A
Finish Level above Sidewalk	3' max.	B
Distance between Stairs	25' max.	C

Table 6.100.C Miscellaneous
May be utilized to group several entries at a common elevation in compliance with the zones' ground floor finish level standards.
Ramps are required to be integrated along the terrace to connect multiple entrances of the building(s).



Example of a Terrace with low-wall seating





Key

ROW/ Design Site Line

Setback Line

6.110 Gallery

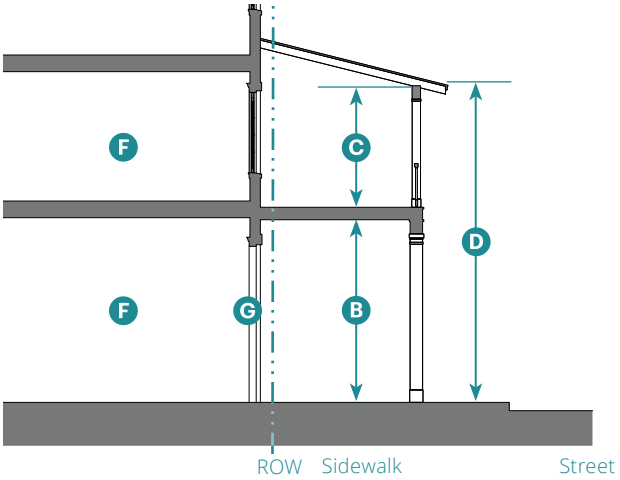
Table 6.110.A Description
The main facade of the building is set back from the front design site line and an at-grade covered structure, articulated with colonnade or arches, overlaps the sidewalk. The type may be one or two stories. When used in nonresidential settings, the Shopfront Type is included; when used in residential settings, Stoops, Dooryards, and Forecourts may be included as allowed by the zone.

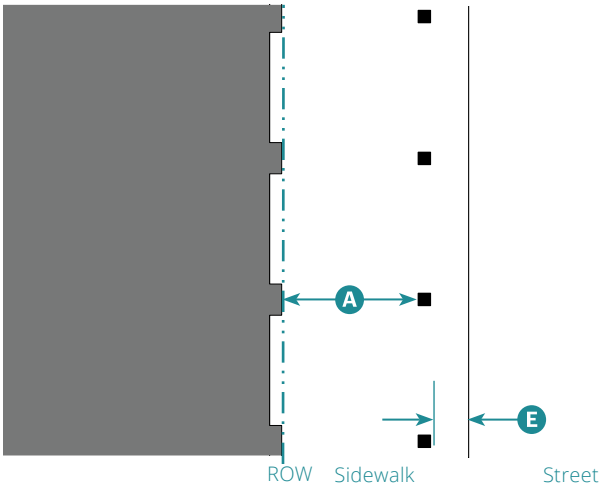
Table 6.110.B Size		
Depth, Clear	8' min.	A
Ground Floor Height, Clear	12' min.	B
Upper Floor Height, Clear	9' min.	C
Height	2 stories max.	D
Setback from Curb	18" min. (clear)	E

Table 6.110.C Miscellaneous	
Habitable Space	F
Galleries shall also follow the standards of the Shopfront, see Subsection 6.090 (Shopfront).	G
Galleries shall have a consistent depth across the entire front and/or side street facade.	
Galleries are allowed to project over the sidewalk in the public ROW.	
The second story of the Gallery may be covered.	



Example of a two-story Gallery with an uncovered second story





Key

ROW/ Design Site Line Setback Line

This page intentionally left blank

Section 7: Civic Space Types

Subsections:

7.010	Purpose
7.020	Civic Space Types
7.030	Overview of Civic Space Types
7.040	Pocket Park/Plaza
7.050	Playground
7.060	Passage
7.070	Greenway
7.080	Plaza

7.010 Purpose

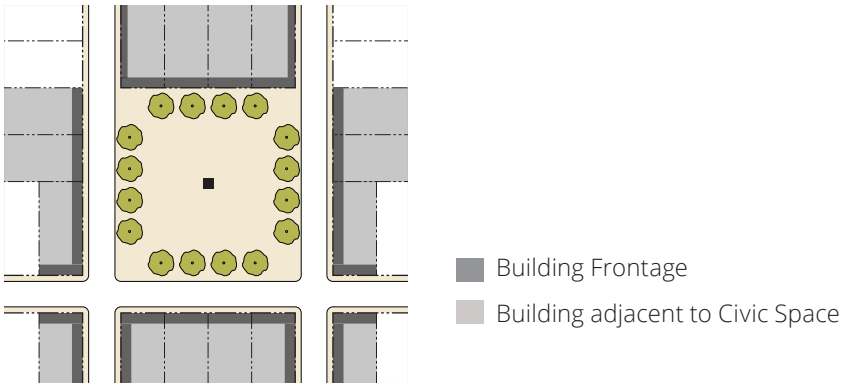
This Section establishes the standards applicable to new civic spaces. These standards supplement the standards for each zone. Civic space is land in the public realm (publicly or privately owned) for civic gathering purposes.

7.020 Civic Space Types

1. As required by Subsection 3.040 (Large Sites), design sites of least five acres are required to set aside a minimum area of 10 percent of the design site as civic space. One or more civic spaces may be used to meet the required area.
2. Each civic space is described as to its purpose and intent along with standards and characteristics regarding general physical character, uses, size and location. Characteristics are considered standards unless stated otherwise.
3. Public access and visibility is required along public parks, natural open spaces, and civic uses, including creeks and drainages and stormwater management areas, and shall be fronted by:
    A. Single-loaded frontage streets (those with development on one side and open space on the other);
    B. Bike and pedestrian paths; or
    C. Other methods of frontage that provide similar access and visibility to the open space allowed in the zone. Such access may be provided through public easements or other similar methods.

4. The facades on building design sites attached to or across a street from a civic space shall be designed as a "front" on to the civic space. See Figure 7.020.1 (Building Frontage Adjacent to a Civic Space) for reference.

Figure 7.020.1 Building Frontage Adjacent to a Civic Space



7.030 Overview of Civic Space Types

Table 7.030.A (Overview of Civic Space Types) provides a summary of the allowed civic space types by zone. See referenced Subsection(s) for standards.

Table 7.030.A: Overview of Civic Space Types

Private Frontage Type	Specific Standards	Zones				
		T3N	T4N	T4MS	T5N	T5MS
Pocket Park/Plaza	7.040	P	P	P	P	P
Playground	7.050	P	P	P	P	P
Passage	7.060	P	P	P	P	P
Greenway	7.070	P	P	X	X	X
Plaza	7.080	X	X	P	P	P

Key P = Allowed X = Not Allowed

7.040 Pocket Park/Plaza

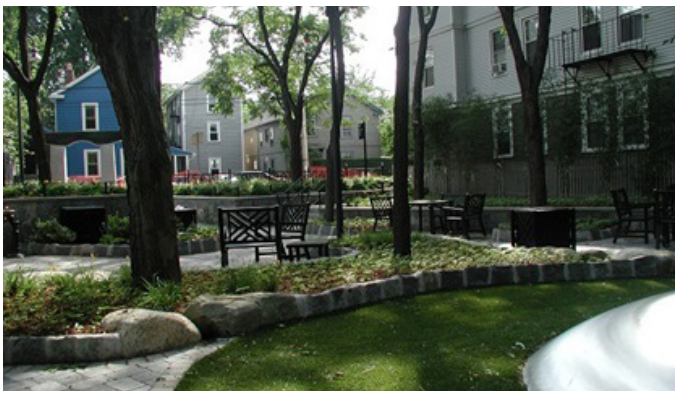
Table 7.040.A Description

A small-scale space, serving the immediate neighborhood, available for informal activities in close proximity to neighborhood residences, and civic purposes, intended as intimate spaces for seating or dining.

Table 7.040.B Size and Location

Size	50' x 50' min.
Street required on one of the Pocket Park/Plaza's sides	
Facades on design sites attached to or across a street shall "front" on to the Pocket Park/Plaza.	







Examples of a Pocket Park/Plaza

7.050 Playground

Table 7.050.A Description

A small-scale space designed and equipped for the recreation of children. These spaces serve as quiet, safe places protected from the street and typically in locations where children do not have to cross any major streets. An open shelter, play structures, or interactive art and fountains may be included. Playgrounds may be included within all other civic space types.

Table 7.050.B Size and Location

Size	40' x 60' min.







Examples of a Playground

7.060 Passage

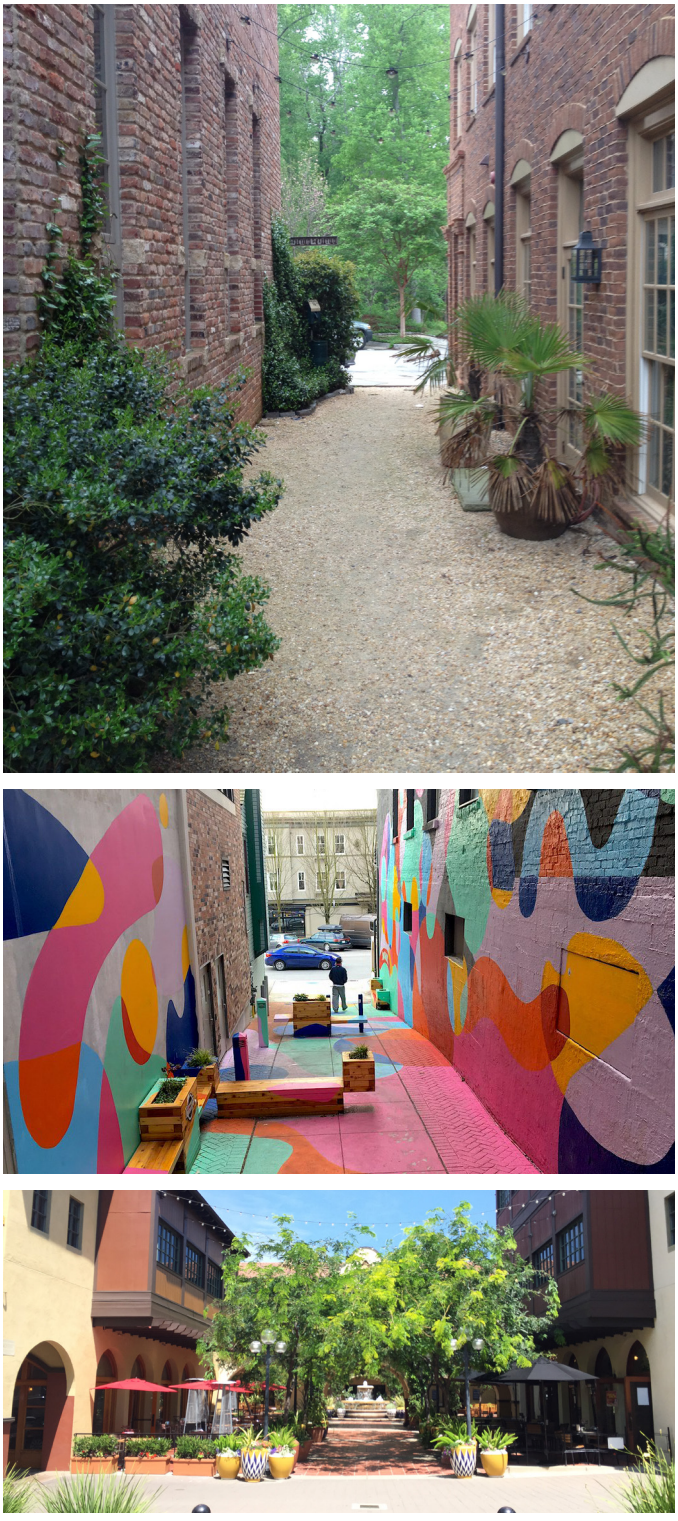
Table 7.060.A Description

A pedestrian pathway that extends from the public sidewalk into a civic space and/or across the block to another public sidewalk. The pathway is lined by non-residential Shopfronts and/or residential ground floors and pedestrian entries as required by the zone.

Table 7.060.B Size and Location

Size	15' min. clear width between or through buildings

Ground floor facades shall be in compliance with facade zone in Table E (Building Placement) and frontages allowed in Table F (Frontages) of the ODS zone.



Examples of a Passage

7.070 Greenway

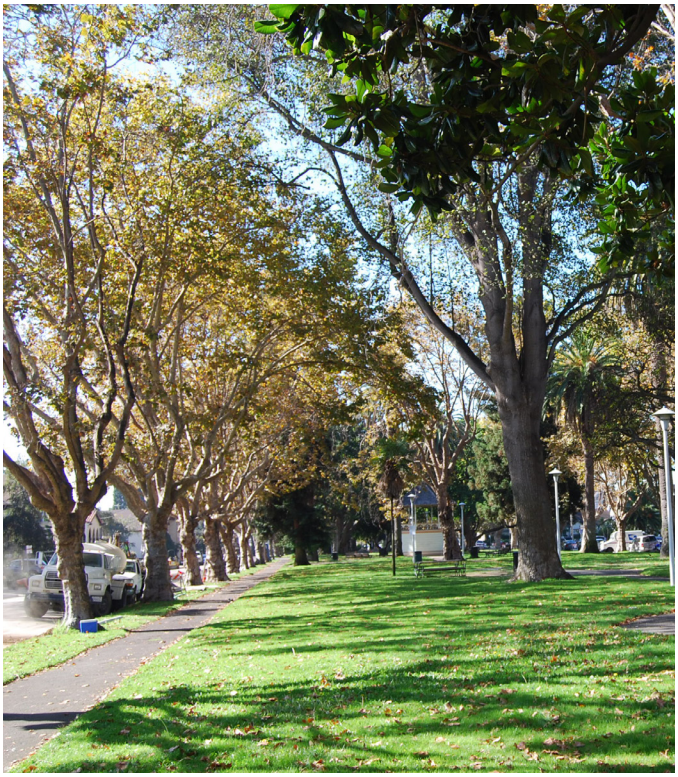
Table 7.070.A Description

A multiple-block long linear space for community gathering and strolling for nearby residents and employees, defined by a tree-lined street on at least one side, sometimes forming a one-way couplet on its flanks and by the fronting buildings across the street. Greenways serve an important role as a green connector between destinations.

Table 7.070.B Size and Location

Size	2 continuous blocks in length min.
Width	50' min.

Shall front at least one street







Examples of a Greenway

7.080 Plaza

Table 7.080.A Description
A community-wide focal point primarily for civic purposes and commercial activities.

Table 7.080.B Size and Location	
Size	100' x 100' min.
Street required one of the Plaza's sides	
Facades on design sites attached to or across a street shall "front" on to the Plaza.	







Examples of a Plaza

This page intentionally left blank

Section 8: Definitions

Subsections:

8.010 Purpose
8.020 Definitions
8.030 Measurement Methods

8.010 Purpose

This Section provides definitions for specialized terms and phrases used in this ODS. All other applicable definitions in Title 18 (Zoning) apply.

8.020 Definitions

A. Definitions

Abutting. Having a common property line or district boundary, or separated by a private or public street or easement.

Access or Service Drive. A public or private way of paving or right-of-way of not more than 30 feet affording means of access to property.

Access Frontage or Service Road or Street. A public or private street or right-of-way of not less than minimum standards as specified by the subdivision ordinance of the City affording means of access to property.

Adjacent. Sharing a common design site line, or having design site lines separated only by an alley.

Adjacent Buildings. Two or more buildings located upon adjacent design sites.

Alley. A public or private way to be used primarily for vehicular access to the back or side of a design site of real property that otherwise abuts a street.

Apartment, Efficiency. A dwelling unit in a multi-unit building, consisting of not more than one habitable room, excluding the kitchen or kitchenette and sanitary facilities, of a total floor area of not more than 400 square feet.

Applicant. Any individual, firm, or any other entity that applies to the City for the applicable permits to undertake any construction or development within the City.

Architectural Feature. Exterior building element intended to provide ornamentation to the building massing including, but not limited to: eaves, cornices, bay windows, window and door surrounds, light fixtures, canopies, and balconies.

Attached Building or Structure. Any building or structure which is structurally a part of or has a common wall and/or continuous roof with a primary building or structure, except where such connection is a breezeway or walkway incidental to and not a necessary part of the construction of the primary building.

Awning. A roof or cover which projects from a wall of a building over a window or door, made of canvas, aluminum, or similar material, which may be fixed in place or be retractable.

B. Definitions

Basement. A story whose floor is more than 12 inches, but not more than half of its story height below the average level of the adjoining finished grade (as distinguished from a "cellar," which is a story more than one-half below such level). A basement, when used as a dwelling, shall not be counted as a story for purposes of height measurement.

Bathroom. A room that contains all of the following features: a bathtub or shower, a washbowl, and a toilet.

Bay. Any division of a building between vertical lines or planes, especially the entire space included between two adjacent supports.

Bay Window. An architectural projection from the building cantilevered from the facade, consisting of one or more stories in height, containing at least 60 percent glass area.

Block. An area of land separated from other areas by adjacent streets, railroads, rights-of-way, public areas, or the subdivision boundary.

Block Face. The aggregate of all the building facades on one side of a block. The block face provides the context for establishing architectural harmony.

Block Length. The horizontal distance from the right-of-way on one end of the block to the right-of-way on the other end along the same street.

Block Perimeter. The aggregate of all sides of a block bounded by the abutting rights-of-way.

Block-Scale, Building. A building that is individually as large as a block or individual buildings collectively arranged along a street to form a continuous facade as long as most or all of a block.

Buildable Area. The horizontal area in which a building is allowed to be constructed.

Building Elevation. The exterior wall of a building not adjacent to a public right-of-way, the front or side along a private street, or civic space.

Building Entrance. A point of pedestrian ingress and egress to the front of a building along the sidewalk of the street immediately adjacent to the building.

Building Facade. The exterior wall of a building adjacent to a street, the front or side along a private street, or civic space.

1. **Building Facade, Front.** The exterior wall of a building adjacent to a street or civic space.
2. **Building Facade, Side Street.** The exterior wall of a building adjacent to a side street.
3. **Building Facade, Interior Side.** The exterior wall of a building adjacent to the interior design site line(s).

4. **Building Facade, Rear.** The exterior wall of a building opposite the front.

Building Form. The overall shape and dimensions of a building.

Building Frontage. The facade(s) along the front and side street of the design site.

Building Frontage, Principal. The facade along the front of the design site, typically the narrower of sides and identified by an address.

Building, Primary. The building that serves as the focal point for all activities related to the principal use of the design site.

Building, Setback. See "Setback, Building."

Building Type. A structure defined by its combination of configuration, disposition, and function.

C. Definitions

Ceiling Height, Ground Floor. The height from finished floor to finished ceiling of primary rooms on the ground floor, not including secondary rooms which include, but are not limited to: bathrooms, closets, utility rooms, and storage spaces.

Ceiling Height, Upper Floor(s). The height from finished floor to finished ceiling of primary rooms on the floor(s) above the ground floor, not including secondary rooms which include, but are not limited to: bathrooms, closets, utility rooms, and storage spaces.

Cellar. That portion of a building between floor and ceiling which is wholly or partly below grade and so located that the vertical distance from grade to the floor below is equal to or greater than the vertical distance from grade to ceiling. A cellar shall not be counted as a story, for the purpose of height standards.

Center. Concentration of ground floor shopping, restaurants, and services, with additional offices and housing located above, within a Walkable Urban context.

Chamfered Corner. An external wall of a building joining two perpendicular exterior walls, typically at a symmetrical, 45 degree angle creating a beveled edge to the building rather than a 90 degree corner.

Civic. A term defining not-for-profit organizations that are dedicated to arts, culture, education, religious activities, recreation, government, transit, and public parking facilities.

Civic Building. A structure operated by governmental or not-for-profit organizations and limited to civic and related uses.

Civic Space. An outdoor area dedicated for public gathering and civic activities. See Section 7 (Civic Space Types).

Common Courtyard. An entry court, forecourt, or courtyard shared by multiple residential units or commercial spaces.

Common Open Space. An entry court, forecourt, courtyard, or other on-site open space shared by multiple residential units or non-residential units.

Common Space (syn. Common Area). A portion of a development held in common and/or single ownership, is not reserved for the exclusive use or benefit of an individual tenant or owner, and is available for use by all persons who reside or work in the building or on the design site.

Communication Equipment Building. A building housing operating electrical and mechanical equipment necessary for the conduct of a communications business with or without personnel.

Communications Tower. Any structure which supports an antenna.

Community Center. A multi-purpose meeting and recreational facility typically consisting of one or more meeting or multi-purpose rooms, kitchen, and/or outdoor barbecue facilities, that are available for use by various groups for such activities as meetings, parties, receptions, dances, etc.

Condominium. An estate in real property consisting of an undivided interest in common in a portion of the property together with a separate interest in space called a unit, the boundaries of which are described on a recorded final map, design site map, or condominium plan. The condominium may be commercial, industrial, residential, or any combination. [Civil Code §783, §1351(f)].

Corner Element. A physical distinction in a building at the corner of two streets or a street and public space.

Corner Entry. An entrance located on the corner of a building.

Cottage Court. See Subsection 4.060 (Cottage Court).

Council. The City Council of the City of Pittsburg.

Courtyard (syn. Court). An unroofed area that is completely or partially enclosed by walls or buildings on at least two sides and often shared by multiple residential units or non-residential units, not including off-street parking.

Courtyard Building, Large. See Subsection 4.110 (Courtyard Building Large).

Courtyard Building, Small. See Subsection 4.100 (Courtyard Building Small).

Coverage

1. **Coverage, Accessory Structures.** The sum of the footprint area of all structures on a design site.
2. **Coverage, Building.** The floor area of the largest story of a building divided by the total design site area.
3. **Coverage, Design Site.** The portion of the design site expressed as a percentage that is covered in buildings or other structures.

Co-working Space. A facilitated environment which may contain shared facilities including, but not limited to: conference rooms, reception services, phones, and other business amenities. Work spaces are used by a recognized membership who share the site in order to interact and collaborate with each other as part of a community and to reduce duplicated costs by sharing facilities. The uses shall have externally observable attributes similar to uses allowed in the zone in which that they are located. Equipment is limited to those which do not generate noise or pollutants in excess of what is customary within a typical office environment. Such space located in a research & development building may use equipment consistent with research & development uses. Co-working space may be interchangeably referred to as “incubator space."

Cul-de-sac. A street which connects to another public street only at one end and is not planned for later extension.

Crawl Space. A shallow unfinished uninhabitable space beneath the floor or under the roof of a building, that provides access to utility, structural, and other building components not readily accessible from the habitable portions of the building.

D. Definitions

Dangerous or Objectionable Elements. Any land or building structure used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable fire, explosive, or other hazard; noise or vibration, smoke, dust, odor, or other form of air pollution; heat, cold, dampness, electrical, or other disturbance; glare; liquid or solid refuse or wastes; or other substance, condition or elements in such manner or in such amount as to adversely affect the surrounding area or adjoining premises.

Days. Calendar days unless this ODS specifies otherwise.

Defensible Space. A public, private, or semi-private residential environment whose physical characteristics—building layout and site plan—function to allow inhabitants themselves to become key agents in ensuring their security.

Department. Pittsburg's Planning Department.

Depth, Ground-Floor Space. The distance from the street-facing facade to the rear interior wall of the ground-floor space available to an allowed use.

Depth-to-Height Ratio. The relationship of the depth of a space measured perpendicular to a building divided by the average height of the buildings adjacent to the space.

Design Site. A portion of land within a parcel, delineated from other design sites and/or parcels to accommodate no more than one building type. The main purpose of a design site is to allow a parcel large enough to contain more than one building type to contain multiple building types while not requiring the legal subdivision of the parcel into additional parcels.

1. **Design Site, Corner.** A design site located at the intersection of two or more streets, where they intersect at an interior angle of not more than 175 degrees. If the intersection angle is more than 175 degrees, the design site is considered an interior design site.
2. **Design Site, Flag.** A design site not meeting minimum design site frontage standards and where access to a public or private street is provided by means of a long, narrow driveway between abutting design sites.
3. **Design Site, Interior.** A design site abutting only one street.
4. **Design Site, Through.** A design site with two or more frontage lines that do not intersect.

Design Site Area. The total square footage or acreage of horizontal area included within the design site lines.

Design Site Coverage. See "Coverage."

Design Site Depth. The horizontal distance between the front design site line and rear design site line of a design site measured perpendicular to the front design site line.

Design Site Line. The perimeter and geometry of a design site demarcating one design site from another.

1. **Design Site Line, Front.** One of the following:
    a. The frontage line in the case of a design site having a single frontage line;
    b. The shortest frontage line in the case of a corner design site with two frontage lines, neither of which are adjacent to a thoroughfare or a design site with independent frontage;

c. The frontage line generally perceived to be the front design site line in the case of a corner design site with three or more frontage lines, none of which are adjacent to a thoroughfare or a design site with independent frontage;

d. The frontage line adjacent to a thoroughfare in the case of a corner design site with two or more frontage lines, one of which is adjacent to a thoroughfare;

e. The frontage line adjacent to a design site with independent frontage in the case of a corner design site with two or more frontage lines, one of which is adjacent to a design site with independent frontage; or

f. The frontage line adjacent to the front design site line of an adjacent design site in the case of a through design site.

2. **Design Site Line, Rear.** That design site line opposite the front design site line.

3. **Design Site Line, Side.** Design site lines connecting the front and rear design site lines.

Design Site Width. The horizontal distance between the design site lines measured perpendicular to the front design site line.

Detached. Separate or unconnected.

Development Site. The parcel(s) or portion(s) thereof on which proposed structures and improvements are to be constructed.

Diligently Pursued. Continued with constant or appropriate effort.

Display. An item or arrangement of items indoors that is not attached to a window, door or wall.

Disposition, Formal. Composed in a formal arrangement, in a regular, classical, and typically symmetrical manner.

Disposition, Informal. Composed in an informal character with a mix of formal and natural characteristics.

Disposition, Natural. A preservation of the existing natural condition or a composition of elements arranged as they would appear in nature, with irregular shapes and asymmetry.

Distance Between Entries. The horizontal distance between entrances to a building or buildings, measured parallel to the facade.

Dooryard. See Subsection 6.060 (Dooryard).

Drive-Through Service. Any business that either by design or operation provides services or products directly to occupants of a motor vehicle, except gasoline service stations.

Driveway. A vehicular lane within a design site, or shared between two design sites, usually leading to a garage, other parking, or loading area.

Dwelling, Group Living (syn. Co-housing). Dwellings designed for occupancy of groups living together and having a central dining facility.

E. Definitions

Elevated Ground Floor. A ground floor situated above the grade plane of the adjacent sidewalk.

Encroachment. Any architectural feature, structure, or structural element—including, but not limited to, a gallery, fence, garden wall, porch, stoop, balcony, bay window, terrace, or deck—that breaks the plane

of a vertical or horizontal regulatory limit by extending: into a setback, beyond the build-to-line into the public frontage, or above a height limit.

Entry. An opening, including, but not limited to, a door, passage, or gate, that allows access to a building.

1. **Entry, Primary.** The opening that allows access to a building directly from the sidewalk along the front facade.
2. **Entry, Service.** An entrance located toward or at the rear of the building intended for the delivery of goods and removal of refuse.

Established Landscape. The point in time at which plants have developed roots into the soil adjacent to the root ball.

Establishment Period. The first year after installing a plant in a landscape.

External Employees. An employee who does not reside at his or her place of employment.

F. Definitions

Facade. See "Building Facade."

Facade Zone. The area between the minimum and maximum setback lines along the front of a design site and along the side street of a corner design site where the building facade is required to be placed. The zone standards identify the minimum amount of facade to be placed in the facade zone. See Subsection 8.030 (Measurement Methods).

Facility. An improvement, structure, or building that is designed and used for a particular purpose.

Finish Level, Ground Floor. Height difference between the finished floor on the ground floor and the adjacent sidewalk. In the case of a terrace frontage that serves as the public right-of-way, the floor finish level is the height of the walk above the adjacent street. Standards for ground floor finish level for ground floor residential uses do not apply to ground floor lobbies and common areas in multi-unit buildings.

Flex Space. A room or group of internally connected rooms designed to accommodate an evolution of use over time in response to an evolving market demand. Typically designed to accommodate future commercial uses, while accommodating less intense short-term uses, including, but not limited to, residential or live/work, until the commercial demand has been established.

Flood Hazard. The threat of overflow stormwaters having the capability to flood lands or improvements, transport or deposit debris, scour the surface soil, dislodge or damage structures, or erode the banks of channels.

Floor Coverage. See “Coverage."

Floorplate. An area measurement in square feet of either the gross or the rentable floor area of a typical floor in a building.

Floorplate, Non-residential. The square footage area measurement of a floorplate dedicated to non-residential uses.

Floorplate, Residential. The square footage area measurement of a floorplate dedicated to residential uses.

Flow Rate. The rate at which water flows through pipes and valves, measured in gallons per minute or cubic feet per second.

Footprint Area. The total square footage contained within a footprint.

Footprint, Building. The outline of the area of ground covered by the foundations of a building or structure.

Forecourt. See Subsection 6.080 (Forecourt).

Freestanding Wall. A wall that is separate from a building and supported by independent means.

Front. See "Design Site Line, Front."

Front Loaded. (Front Access). Design sites that provide vehicular access from the front of the design site.

Frontage, Private. The area between the building facade and the back of the sidewalk abutting a street (public or private) or public open space.

Frontage, Public. The area between the on-street parking and the back of the sidewalk.

Frontage Line. The design site line(s) of a design site fronting a street (public or private) or a civic space.

Frontage Type. A physical element configured to connect the building facade to the back of the sidewalk abutting a street or public open space depending on the intended physical character of the zone.

Furniture Area. An area of space that allows for the placement of furniture without restricting the movement of pedestrians.

G. Definitions

Gable. A vertical wall in the shape of a triangle formed between the cornice or eave and the ridge of the roof.

Gallery. See Subsection 6.110 (Gallery).

General Retail. Stores and shops selling many lines of merchandise. Examples of these stores and lines of merchandise include: bicycle sales, service, and rental; bookstores, except adult bookstores; apparel and accessories; bakeries; and food stores.

Glazing. Openings in a building in which glass is installed.

Grade. The finished ground level at any point along the exterior walls of a structure. Where walls are parallel to and within five feet of a sidewalk, alley or other public way, the level above ground shall be measured at the elevation of the sidewalk, alley or public way. Also see "Grade, Finished."

Grade, Finished. The final ground surface elevation after the completion of grading or other site preparation related to a proposed development that conforms to an approved Grading Permit or Building Permit. In cases where substantial fill is proposed, "finished grade" shall be established by the Director consistent with design sites in the immediate vicinity and shall not be, nor have been artificially raised to gain additional building height. Also see "Grade."

Grade, Pre-Development. The grade of a design site prior to any site improvements related to the proposed development.

Grading. Earthwork performed to alter the natural contours of an area.

Green Building Practices. A whole-systems approach to the design, construction, and operation of buildings and structures that helps mitigate the environmental, economic, and social impacts of construction, demolition, and renovation. Green building practices including, but not limited to, those described in the LEED™ rating system recognize the relationship between natural and built environments

and seek to minimize the use of energy, water, and other natural resources and provide a healthy, productive environment.

Greenway. See Subsection 7.070 (Greenway).

Ground Floor. The floor of a building located nearest to the level of the ground around the building.

Gross Floor Area. The total floor area inside the building envelope, including the external walls, but not including the roof.

Ground Floor Ceiling Height. Height from finished floor to finished ceiling of primary rooms on the ground floor, not including secondary rooms including, but not limited to: bathrooms, closets, utility rooms, and storage spaces.

Gross Parking Area. The total area of parking space and drive included on a design site.

Gross Residential Acreage. The total area, measured in acres, included within the design site lines of a residential development.

Guest House. A detached structure accessory to a single dwelling, accommodating living/sleeping quarters, but without kitchen or cooking facilities.

H. Definitions

Habitable Space. The portion of a building that is suitable for human occupancy.

Hardscape. Paving, decks, patios, and other hard, non-porous surfaces.

Height

1. **Height, Number of Stories.** The number of stories in a structure allowed above adjacent finished grade. See "Stories."
2. **Height, Overall.** The vertical distance between adjacent finished grade and the highest part of the structure directly above.
3. **Height, Highest Eave/parapet.** The vertical distance between adjacent finished grade and the highest eave or parapet of the building.

High Water-use or Non-drought-Tolerant Plant. A plant that will require regular irrigation for adequate appearance, growth, and disease resistance.

House-Scale Building. A building that is the size of a small-to-large house and detached from other buildings, typically ranging from 24 feet to as large as 80 feet overall, including wings.

I. Definitions

Impervious. The area of any surface that prevents the infiltration of water into the ground including, but not limited to, roads, parking areas, concrete, and buildings.

Improved. An area which has been paved or planted and is permanently maintained as such.

Improvement. The product of any modification to a site structure or building, not including maintenance or repairs.

Infill. The development of vacant land that was bypassed by earlier waves of development and is now largely surrounded by developed land.

Irrigation Efficiency. The measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system, characteristics, and management practices.

Irrigated Landscape Area. An entire design site less the building footprint, driveways, non-irrigated portions of parking lots, and other hardscape areas. Landscape areas encompass all portions of a development site to be improved with planting and irrigation. They include water bodies including, but not limited to, fountains, swimming pools, and ponds. Natural open spaces without irrigation systems are not included.

J. Definitions

No specialized terms beginning with the letter J are defined at this time.

K. Definitions

No specialized terms beginning with the letter J are defined at this time.

L. Definitions

L-Shaped (syn. Ell). A horizontal form for the main body of a building or a massing composition, also referred to as an "Ell" which is an extension at a right angle to the length of a building.

Landing. A level area at the top or bottom of a staircase or between one flight of stairs and another.

Landscaping. Flowers, shrubs, trees, or other decorative material of natural origin.

LEED™ Rating System. The most recent version of the Leadership in Energy and Environmental Design (LEED™) Commercial Green Building Rating System, or other related LEED™ rating system, approved by the U.S. Green Building Council.

Live/Work. An integrated housing unit and working space, occupied and utilized by a single household in a structure, either single-unit dwelling or multiple-unit dwelling, that has been designed or structurally modified to accommodate joint residential occupancy and work activity, and which includes:

1. Complete kitchen space and sanitary facilities; and
2. Working space reserved for and regularly used by one or more occupants of the unit.

Living Area. The interior habitable area of a dwelling unit, including basements and attics, but not including garages or any accessory structure.

Loading Dock(s). A platform where cargo from vehicles can be loaded or unloaded.

Loading Spaces, Off-street. Permanently improved and maintained areas on the design site dedicated to loading and unloading of materials, equipment, and merchandise.

Lodging. See “Bed and Breakfast” or “Hotel or Motel."

Lot. See "Design Site."

Low-Water-Use or Extra Drought-Tolerant Plant. A plant that can survive without irrigation throughout the year once established, although supplemental water may be desirable during drought periods for improved appearance and disease resistance.

M. Definitions

Main Body. The primary massing of a primary building.

Main Facade. The front facade of a building.

Main Street Building. See Subsection 4.120 (Main Street Building).

Major. Having a greater size, scope, effect, characteristic, or quality relative to the other corresponding sizes, scopes, effects, characteristics, or qualities; or being the greater of two or more.

Massing. The overall shape or arrangement of the bulk or volume of a building and structures.

Median. A planted or paved area which separates two roadways or divides a portion of a road into two or more lanes.

Minor. Having a lesser size, scope, effect, characteristic, or quality relative to the average size, scope, effect, characteristic, or qualities; or being the lesser of two or more.

Mixed-Use. Multiple functions within the same building or the same general area through superimposition or within the same area through adjacency.

Mobile Home. A vehicle, other than a motor vehicle, designed and equipped to contain one or more dwelling units to be used without a permanent foundation, and which is in excess of 8 feet in width and in excess of 40 feet in length.

Moderate Water-Use or Semi-Drought-Tolerant Plant. A plant that can survive throughout the year with occasional irrigation.

Multiplex, Large. See Subsection 4.080 (Multiplex Large).

Multiplex, Small. See Subsection 4.070 (Multiplex Small).

Multi-Unit Building. A residential, non-residential, or mixed-use building in which there exists three or more separate units with direct exterior access and in which there are appurtenant shared facilities. Distinguishing characteristics of a multi-tenant building or use may, but need not, include common ownership of the real property upon which the building or use is located, common wall construction, and multiple occupant use of a single structure.

N. Definitions

Neighborhood Center. A walkable environment that provides a mix of civic, institutional, and/or commercial uses.

New Construction. Structures for which the "start of construction" commenced on or after the effective date of this ODS.

Nonconforming Design Site. A design site that was legally created before the effective date of this ODS and does not comply with the minimum area, depth, width, or other applicable standards of the zone it is located.

Nonconforming Site Improvement. A site improvement (e.g., fences, landscaping, parking, walls, etc.) that conformed to the standards of the previous zoning that lawfully existed before the effective date of this ODS and does not conform to the present standards of the zone in which it is located.

Non-Street Frontage. Building facades that do not face a street or civic space.

O. Definitions

ODS Zone (syn. Transect Zone). One of several zones mapped on the ODS Overlay Map. See Figure 2.020.1 (ODS Overlay Map).

Off-Street Parking. The area(s) located on a design site available for temporary storage of passenger vehicles, including a public or private parking lot where parking is the principal use of the property.

Open Space. See "Civic Space."

Open Space Easement. See "Scenic Easement or Open Space Easement."

Open Structure. An accessory structure having a roof constructed of lattice or other roof material which allows light and air to pass through a minimum of 50 percent of the roof surface. Additionally, the sides of an open structure consist only of support posts and decorative or functional elements including, but not limited to, braces and railings such that light and air can pass through a minimum of 75 percent of each side. Open structures include but are not limited to trellises, trellis-like patio covers, and other shade structures. Play structures do not qualify as open structures, but are regulated as minor or major accessory structures.

Oriel Window (syn. Upper Story Bay Window). A window that projects from the building facade or elevation, located on upper floors and may extend for multiple stories.

Outdoor Storage Building. A building used primarily for storage of goods and materials, and uninhabitable.

Overhead Doors. Doors constructed in horizontally hinged Subsections that are equipped with hardware that rolls the Subsections into an overhead position, clear of the opening.

P. Definitions

Parapet. A low wall along the edge of a roof or the portion of a wall that extends above the roof line.

Parcel, Nonconforming. A legally created parcel which does not conform with current standards for area, width, frontage or other such standards for the zone in which the parcel is located because of annexation or amendments to the title.

Park and Recreational Area, Public. Include playgrounds, public gardens, outdoor sports grounds, indoor sports structures within a park area, tot lots, passive park areas, and other areas of use to the general public for recreation or outdoor diversions, not including commercial recreation facilities (see "Commercial Recreation Facility.")

Parking Driveway Width. The horizontal measurement of an access driveway to a parking area, measured perpendicular to the direction of travel.

Parkway. That portion of a public right-of-way located between the outermost curb-lane driving lane and the farthest edge of the right-of-way.

Passage. See Subsection 7.060 (Passage).

Passageway. A pathway unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

Path of Travel. A continuous, unobstructed way of pedestrian passage.

Patio Cover. A one story, roofed structure, not more than 12 feet in height above adjacent finished grade, used only for recreational and/or outdoor living purposes, that may be attached or detached as an accessory structure to the primary building.

Pedestrian Shed. An area centered on a destination including, but not limited to, a civic space, civic building, or main street. Its size is limited by an average distance that may be traversed at an easy walking pace in a given amount of time from its center to its edge, about 1,500 feet. Pedestrian sheds are used for planning Walkable Urban areas.

Pedestrian Orientation. A physical structure or place with design qualities and elements that contribute to an active, inviting, and pleasant place for pedestrians that typically includes most of the following elements:

1. Building facades that are highly articulated at the street level, with interesting uses of material, color, and architectural detailing, located directly behind the sidewalk;
2. Visibility into buildings at the street level;
3. A continuous sidewalk, with a minimum of intrusions into pedestrian right-of-way;
4. Continuity of building facades along the street with few interruptions in the progression of buildings and stores;
5. Signs oriented and scaled to the pedestrian rather than the motorist; and/or
6. Pedestrian orientation may also include: design amenities related to the street level including, but not limited to, awnings, paseos, and arcades; landscaping and street furniture.

Pedestrian-Oriented Businesses. General commercial businesses that allow customers to park once and complete multiple transactions and visits on foot in a context that encourages people to walk instead of drive.

Pedestrian-Oriented Use. A land use that is intended to encourage walk-in customers and that generally does not limit the number of customers by requiring appointments or otherwise excluding the general public. A pedestrian oriented use provides spontaneous draw from sidewalk and street due to visual interest, high customer turnover, and/or social interaction.

Pennant. Any lightweight flexible plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, in a series of three or more, designed to move in the wind.

Playground. See Subsection 7.050 (Playground).

Plaza. See Subsection 7.080 (Plaza).

Plot Plan. A plan for an individual residential design site within an approved subdivision. At a minimum, the plot plan shows the design site property lines with metes and bounds; street address; driveways; grading; proposed locations for structures; public and private improvements (e.g., utility service laterals); retaining walls; trees; and measurements to locate these improvements within the design site.

Podium. A continuous projecting base or pedestal under a building often occupied by parking.

Podium Top. A flat, elevated and open area above a podium that can be used as common area.

Pocket Park/Plaza. See Subsection 7.040 (Pocket Park/Plaza).

Porch. A covered shelter projecting in front of the entrance of a building.

1. **Porch, Engaged.** See Subsection 6.050 (Porch Engaged).
2. **Porch, Projecting.** See Subsection 6.040 (Porch Projecting).

Pre-Development Grade. The grade of a design site prior to any site improvements related to the proposed development.

Premises. An area of land with its appurtenances and buildings which because of its unity of use may be regarded as the smallest conveyable unit.

Primary Building. See "Building, Primary."

Primary Living Space. A space within the primary building that is designed as a living room, dining room, or bedroom.

Private Open Space. The area required for each unit in some building types, provided as outdoor yard areas, patios, decks, and balconies, but excluding stairs, entrance decks, and/or landings. Does not include required setbacks.

Private Street. Any street not a public street.

Public Property. Any property publicly owned outside of the designated public right-of-way.

Public Street. A street for which the right-of-way is owned by or offered for dedication to the public and accepted by the City.

Q. Definitions

No specialized terms beginning with the letter Q are defined at this time.

R. Definitions

Rear. Opposite of front.

Rear-Loaded (syn. Rear Access). Vehicular access from the rear of the design site.

Recessed Entry. An entrance to a building that is set back from the facade of the building.

Recreational Area. Areas of active play or recreation including, but not limited to, sports fields, school yards, picnic grounds, or other areas with intense foot traffic.

Relocation. The act or process of moving a structure or object from one property to another property or to a different location on the same property.

Renovation

1. A structural change to the foundation, roof, floor, or exterior of load-bearing walls of a facility, or the extension of an existing facility to increase its floor area.
2. Alteration of an existing facility including, but not limited to, significantly changing its function, even if such renovation does not include any structural change to the facility.
3. Remodeling of the building interior or exterior.

Residential. Premises used primarily for human habitation.

Residential Development. Any development that consists entirely of dwellings.

Right-of-Way (ROW). Land dedicated to transportation purposes and/or use by the general public.

Rowhouse. See Subsection 4.090 (Townhouse).

Runoff. Water which is not absorbed by the soil to which it is applied. Runoff usually occurs when water is applied at too great a precipitation rate, when water is applied to saturated soils, or when water is applied to a steep slope.

S. Definitions

Satellite Dish Antenna. Parabolic or spherical antenna whose purpose is to receive and/or transmit radio communication signals to and/or from satellites.

Scenic Easement or Open Space Easement. An easement granted to the public whereby the owner relinquishes or limits the right to construct improvements on the land.

Second Unit. See "Dwelling, Second Unit."

Semi-Public Utility Building. A building owned or operated by a non-profit organization, private institution, or foundation, and used to provide utility services to its members or those persons it serves.

Service Entries. Building access for service providers.

Service Facilities. On-site facilities that support grounds maintenance, landscaping, and minor repair service relative to a primary use.

Setback. The distance by which a structure, parking area, or other development feature is separated from a design site line, other structure, or development feature

1. **Setback, Front.** An area extending across the full width of the design site between the front design site line and the primary structure.
2. **Setback, Rear.** An area extending the full width of the design site between a rear design site line and the primary structure.
3. **Setback, Side.** An area between a side design site line and the primary structure extending between the front and rear setback.

Setback, Building. The mandatory clear distance between a design site line and a building.

Setback, Parking. The mandatory clear distance between a design site line and parking.

Setback, Non-Street Frontage. Any side or rear setback not contiguous to a public right-of-way. Such setback shall be measured laterally from the nearest part of that portion of a primary building facing said side or rear setback toward the nearest point of the design site line.

Shared Parking. Any parking spaces assigned to more than one user, where different persons utilizing the spaces are unlikely to need the spaces at the same time of day.

Shopfront. See Subsection 6.090 (Shopfront).

Shopfront Base. A very low wall , that does not include glass, between the display window(s) of a shopfront and the adjacent sidewalk.

Sidewalk. A paved area along a street intended exclusively for pedestrian use and often installed between a street and design site frontages.

Single-Loaded, Building. A building containing dwellings and/or commercial units without common hallways for access to the dwellings and/or units.

Site Plan. A base sheet that includes the basic information that will appear on all plans including, but not limited to, natural features, roads, buildings, or other structures to remain on-site.

Special Architectural Elements. Church spires; belfries cupolas and domes; monuments; corner or entry towers on residential units; and other similar architectural elements.

Street, Front. Street located along the front design site line of a parcel.

Street, Side. Street located along a design site line of a parcel that is not along the front design site line.

Stoop. See Subsection 6.070 (Stoop).

Storefront. The majority portion of a shopfront frontage that consists of the display window and/or entrance and its components, including windows, doors, transoms, and sill pane.

Story. The portion of a building included between the surface of any floor and the surface of the next floor above it, or if there is no floor above, the space between the floor and the ceiling above. If the finished floor level directly above a basement or cellar is more than six feet above grade for more than 50 percent of the total perimeter, such basement or cellar shall be considered a story.

1. **Story, First.** The lowest story or the ground story of any building, the floor of which is not more than 12 inches below the average contact ground level at the exterior walls of the building.
2. **Story, Half (syn. Attic Story).** A conditioned space that rests primarily underneath the slope of the roof, usually having dormer windows. The half story is identified by the ".5" in the description of maximum height (e.g., 2.5). A half-story is considered a story when its top wall plates, on at least two opposite exterior walls, are four feet or more above the floor of such story.
3. **Story, Mezzanine.** A story which covers one-third or less of the area of the story directly underneath it. A mezzanine story shall be deemed a full story when it covers more than one-third of the area of the story directly underneath said mezzanine story.

Street. A public or permanent private thoroughfare which affords a primary means of access to design site(s).

1. **Street, Front.** Street located along the front design site line.
2. **Street, Side.** Street located along a design site line that is not the front design site line

Street Frontage. The lineal length of that portion of a design site abutting a street.

Street Frontage, Principal. The length of the property line of any one premise parallel to and along the public right-of-way which it borders and which is identified by an officially assigned street address.

Street Tree. A tree planted in open spaces, parkways, sidewalk areas, easements, streets, and rights-of-way.

T. Definitions

Tandem Parking. A parking space deep enough to allow two cars to park, one behind the other.

Terrace. See Subsection 6.100 (Terrace).

Thoroughfares. A way for use by vehicular, pedestrian, and bicycle traffic that provides access to design sites and open spaces, and that incorporates vehicular lanes and public frontages.

Townhouse. See Subsection 4.090 (Townhouse).

Transect. A cross-Subsection of the environment showing a range of different habitats. The Natural-to-Urban Transect of the human environment is divided into multiple transect zones that describe the physical form and character of a place according to the intensity of its land use and urbanism.

Transect Zone. See "ODS Zone."

Transit Station. A design site or structure used for the purpose of parking, loading, and unloading freight and passengers from train or bus transportation. May include parking facilities and other commercial amenities to service transit passengers.

Transit Stop. A location where buses stop to load and unload passengers, excluding a stop that is only utilized by a school bus route operated seasonally or only during school hours for the intended purpose of serving students. A transit stop may or may not include a shelter or a pullout.

Turf. A surface layer of earth containing mowed grass with its roots. Annual bluegrass, Kentucky bluegrass, perennial ryegrass, red fescue, and tall fescue are cool-season grasses. Bermudagrass, kikuyugrass, seashore paspalum, St. Augustinegrass, zoysiagrass, and buffalo grass are warm-season grasses.

U. Definitions

Understory. The smaller trees and shrubs below the canopy of large trees.

Unit. See "Dwelling Unit."

Upper Floor. A floor in a building containing habitable space that is located above the ground floor.

Usable Open Space. Common or private open space, excluding the following:

1. Required front setbacks;
2. Areas devoted to parking, driveways, and maneuvering areas;
3. Open space at grade less than 10 feet in its minimum dimension; and
4. Patios, balconies, or decks less than five feet in their minimum dimension.

V. Definitions

Visitability. A basic level of accessibility that enables persons with disabilities to visit others in their dwellings by providing at least one accessible means of egress/ingress for each residential unit.

W. Definitions

Walkable Neighborhood Center. A Walkable Urban environment that provides a concentrated mix of civic, institutional, and/or commercial uses.

Walkable/Walkability. The condition when an area is highly interconnected to other areas and appeals to pedestrians for recreational walking or for walking to work, transit, errands, shopping, or restaurants.

Walkway. A paved way located on one or more design sites, used for pedestrian traffic, and used exclusively by the design site owner(s), their guests, and invitees.

Wall Plane. A vertical surface defined by the facades of buildings.

Water Table, Architectural Feature. A horizontal projecting string-course of masonry, molding, or a ledge placed so as to divert rainwater from a building.

Width-to-Height Ratio. The ratio of the horizontal size of a space measured perpendicularly to the vertical height of a building.

Wing. A structure of at least five feet in depth physically attached to, and secondary to, the main body of a primary building.

X. Definitions

No specialized terms beginning with the letter Y are defined at this time.

Y. Definitions

Yard. See "Setback."

Z. Definitions

Zero Design Site Line. A building or structure that is placed on the property line.

Zone. See “Transect Zone."

Zone Map. The zoning map(s) of the City of Pittsburg, California, together with all amendments.

Zoning Administrator. The duly designated and appointed zoning administrator of the City of Pittsburg.

Zoning Code. The Zoning Ordinance of the City of Pittsburg specified in Title 18.

8.030 Measurement Methods

1. **Primary Building within Facade Zone**

   A. **Applicability.** The facade zone standards apply to new primary buildings and their additions along the front and side street of a design site.

   B. **Methodology.** The required amount is expressed in the zone standards as a percentage. The percentage is calculated as follows through an example for the front facade zone. The same approach is to be applied to the side street, using the minimum front and rear building setbacks.

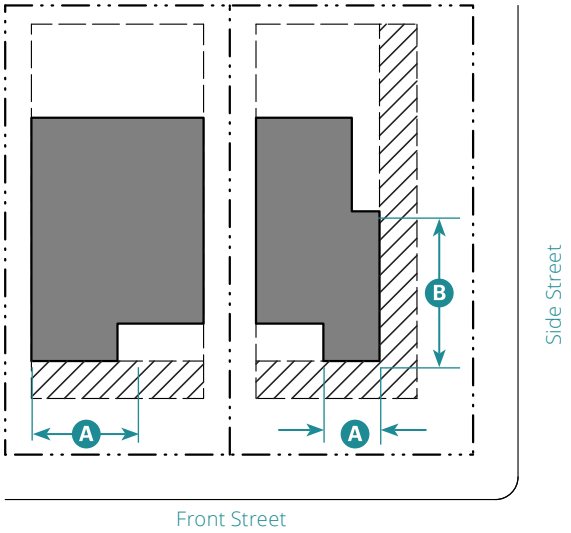
      (1) Identify the width of design site (e.g., 50 feet) and apply required front and side building setbacks (e.g., 5 feet and 5 feet).

      (2) Subtract the horizontal length between each side setback and the adjacent side design site line from the total width of the design site. The result is the net buildable width of the design site (e.g., 40 feet).

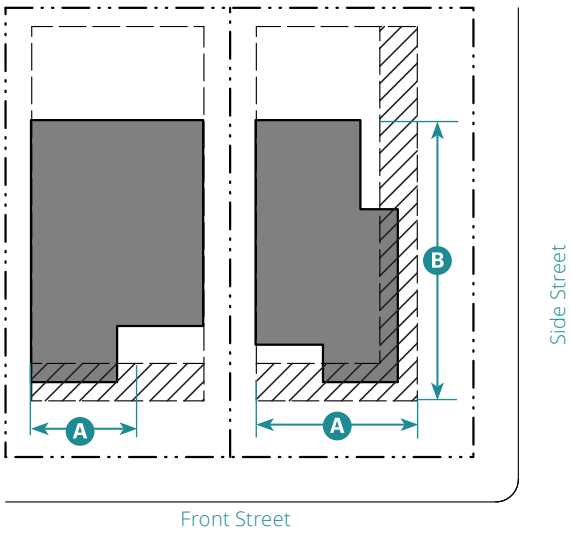
      (3) Multiply the required minimum percentage in the zone standards (e.g., 50 percent) by the net buildable width of the design site (e.g., 50 feet).The result is the minimum length, in feet, of building facade that shall be placed in or abutting the facade zone (e.g., 20 feet).

Figure 8.030.1: Applying the Required Amount to the Facade Zone

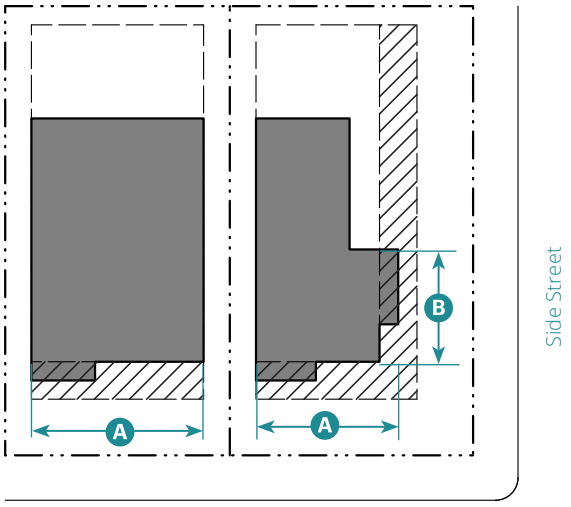
A. Abutting Facade Only



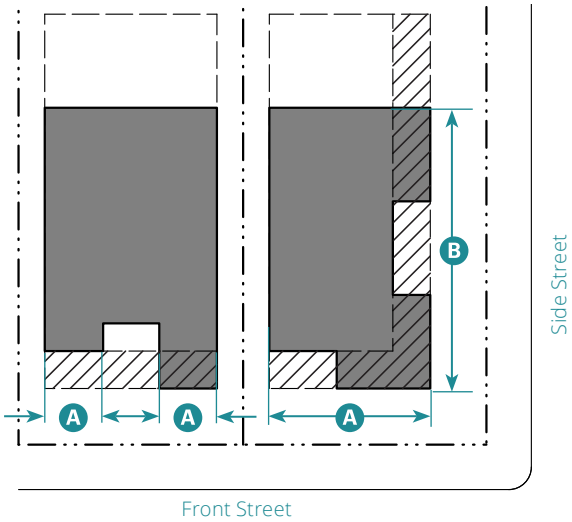
B. Within Facade Zone Only



C. Abutting and Within Facade Zone



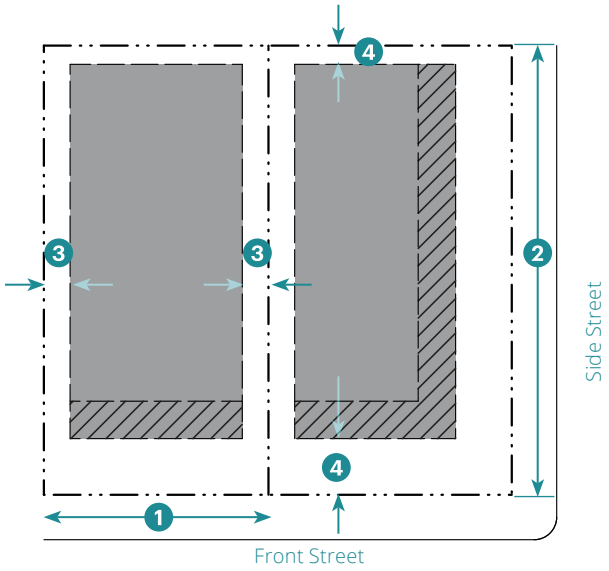
D. Abutting and at Front of Facade Zone



		Front Street	Side Street
▨	Facade Zone	50% min.[1]	50% min.[1]
■	Buildable Area	A	B

[1] This is an example. See Subsection 5 of the zone for the standard.

Figure 8.030.2: Determining the Required Amount Subject to the Facade Zone



Example Calculation

50'	Design Site Width
- 5'	Side Setback
- 5'	Side Setback
= 40'	Net Buildable Width
40'	Net Buildable Width
x Zone Standard	(e.g., 50%)
= 20'	Required In or Abutting the Facade Zone

1. Width of Design Site
2. Depth of Design Site
3. Setback to be Subtracted from Design Site Width
4. Setback to be Subtracted from Design Site Depth

2. **Measuring Building Types**

A. **Methodology.** Measurement of width and depth.

(1) **Main Body.** The width and depth of the main body shall be measured as follows:

(a) The width shall be parallel to the front.

(b) The depth shall be perpendicular to the front.

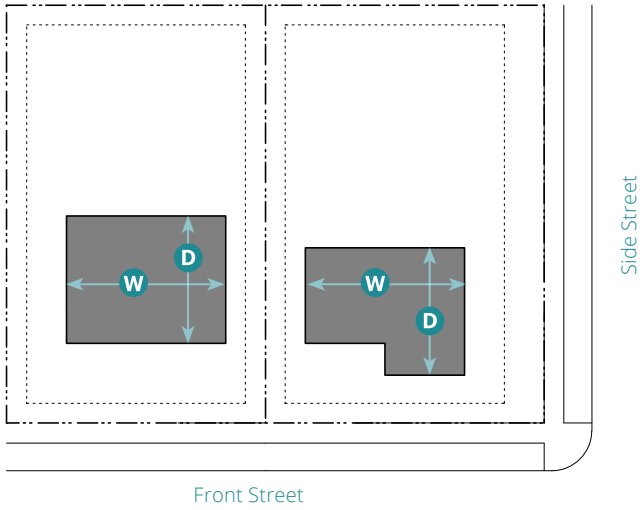


Figure 8.030.3: Main Body

W Width
D Depth

(2) **Wings and Ancillary Structures.** The width and depth of wings and ancillary structures, shall be measured as follows:

(a) The width shall be the greater of the two dimensions of the footprint.

(b) The depth shall be the lesser of the two dimensions of the footprint.

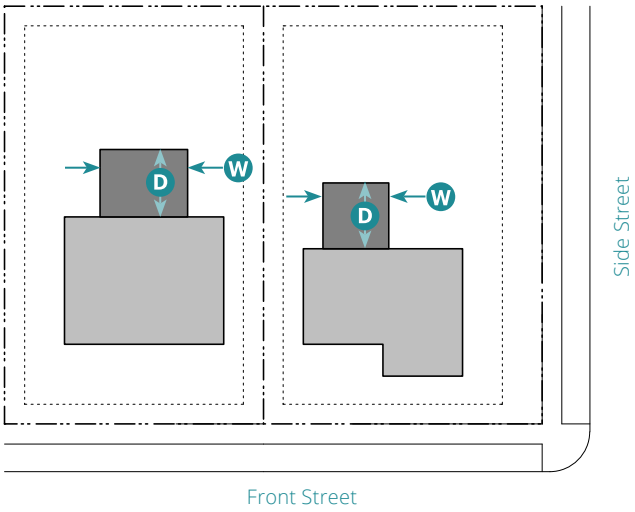


Figure 8.030.4: Wings and Ancillary Structures

W Width
D Depth

(3) **Open Space(s).** The width and depth of open spaces shall be measured as follows:

(a) The width shall be parallel to the front

(b) The depth shall be perpendicular to the front.

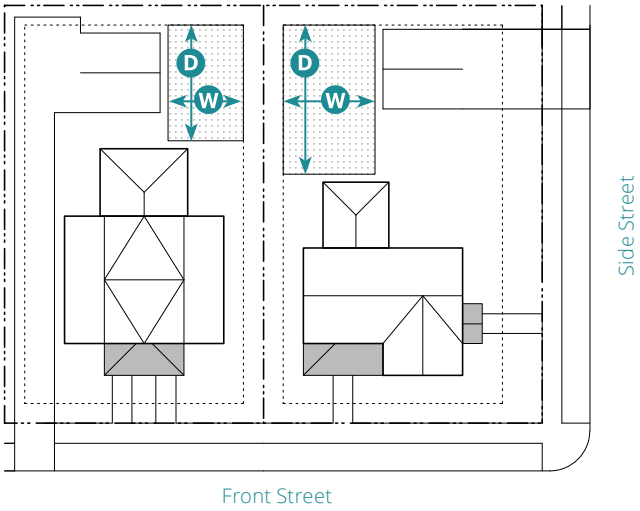


Figure 8.030.5:
Open Space(s)

W Width

D Depth

(4) **Courtyard(s).** The width and depth of courtyards shall be measured as follows:

(a) The width shall be parallel to the front; unless the courtyard is a secondary courtyard accessed directly from a side street.

(b) If a secondary courtyard is accessed directly from the side street, the width shall be parallel to the side street.

(c) The depth shall be perpendicular to the width.

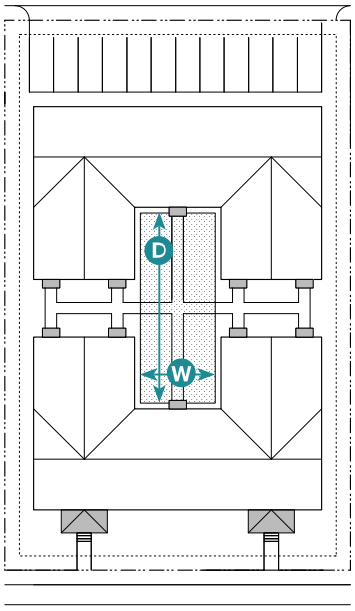


Figure 8.030.6: Courtyard(s)

W Width
D Depth

(5) **Width-to-Height Ratio.** Measurement of width-to-height ratio and depth-to-height ratio of forecourts.

(a) The width and depth of forecourts shall be measured per Figure 10 (Width-to-Height Ratio).

(b) The height of forecourts shall be a measurement of the vertical plane of the building that defines the forecourt.

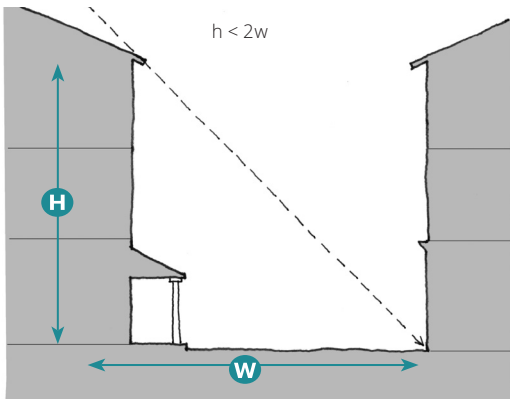


Figure 8.030.7: Width-to-Height Ratio

W Width
H Height

(6) **Highest Eave/Top of Parapet.**

(a) **Height, Overall.** The vertical distance between adjacent finished grade and the highest part of the structure directly above.

(b) **Height, Top of Parapet.** The vertical distance between adjacent finished grade and the top of the parapet of the primary building.

(c) **Height, Highest Eave.** The vertical distance between adjacent finished grade and the highest eave of the primary building.

(d) **Highest Eave Measurement.** The measurement is to bottom of the eave assembly.

(e) **Eave.** The edge of the roof that overhangs the face of the adjoining wall. The bottom of the eave can range from exposed rafters to a finished horizontal surface.

Figure 8.030.8: Top of Parapet and Flat Roof

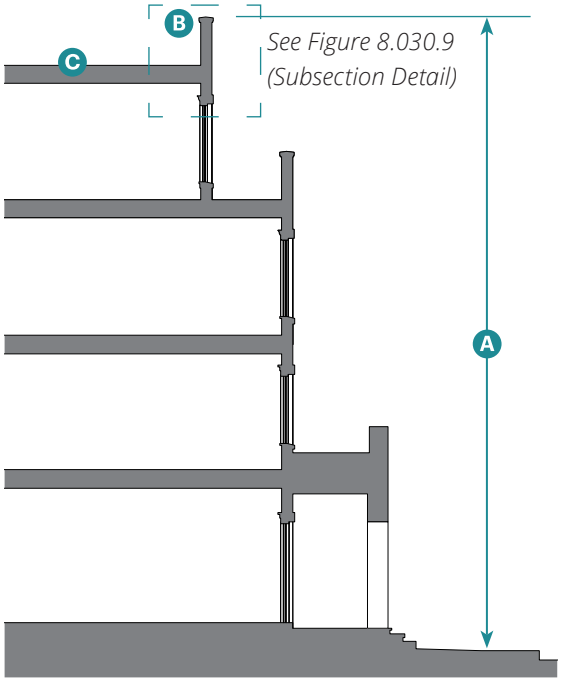
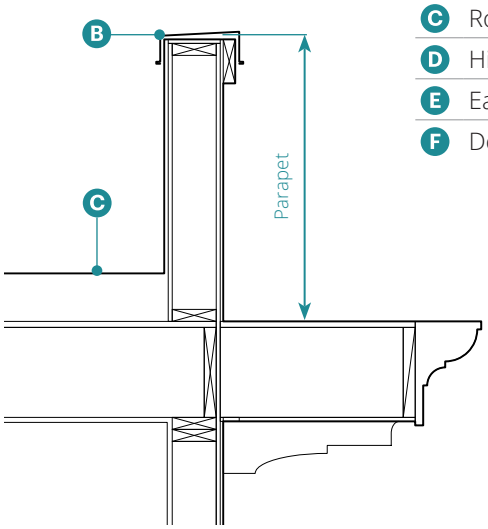


Figure 8.030.9: Subsection Detail of Top of Parapet and Flat Roof



- A Height, Overall
- B Top of Parapet
- C Roof Structure
- D Highest Eave Measurement
- E Eave Assembly
- F Dormer

Figure 8.030.10: Highest Eave for Pitched Roof

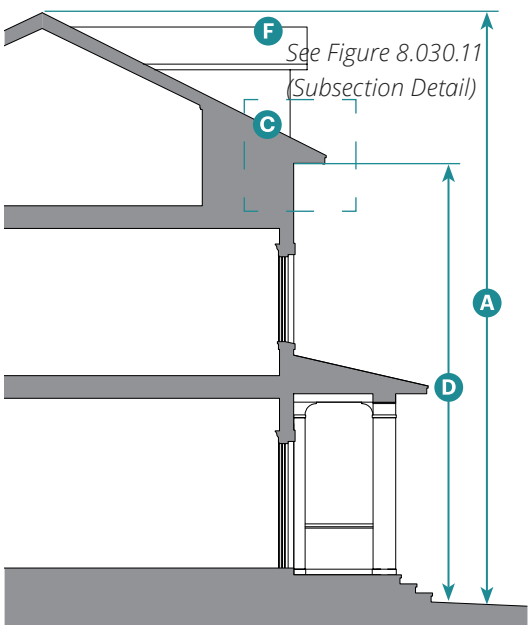
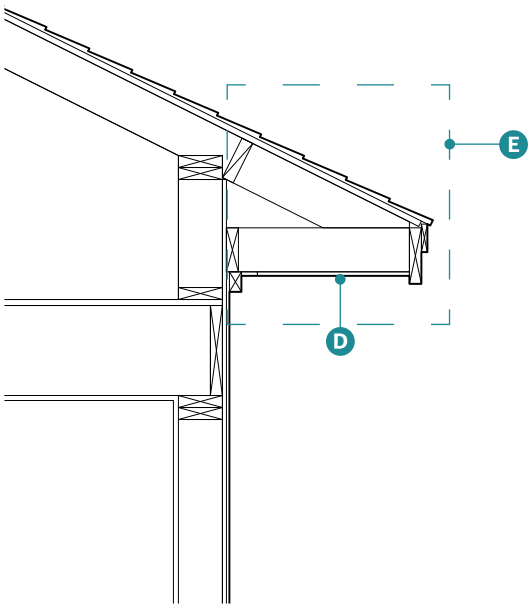


Figure 8.030.11: Subsection Detail of Highest Eave for Pitched Roof



This page intentionally left blank

This page intentionally left blank

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending the Zoning Map to establish)
a Citywide Limited Overlay for Objective) ORDINANCE NO. 23-
Design Standards 2023)

WHEREAS, the California Legislature has passed, and the Governor has signed a number of laws in recent years aimed at increasing the production of housing; and

WHEREAS, California Government Code Section 65913.4, as added by Senate Bill 35 of 2017 and as amended since, sets forth a ministerial approval process requiring objective design standards for specified residential housing projects; and

WHEREAS, staff has drafted a set of Objective Design Standards to be applicable as set forth in a limited Citywide overlay district in compliance with state law; and

WHEREAS, on or prior to April 28, 2023, notice of the May 9, 2023, Planning Commission 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 May 9, 2023, the Planning Commission held a duly noticed public hearing to consider proposed, "Resolution Recommending City Council adoption of an Ordinance Approving Objective Design Standards 2023, Adding Article XXI to Chapter 18.84 of the Pittsburg Municipal Code, and amending the Zoning Map, for certain multi-family housing and mixed-use development projects, to further housing production consistent with state law, AP-22-0117 (RZ)", and voted to adopt Resolution No.10231, recommending City Council approval; and

WHEREAS, on or prior to September 8, 2023, in accordance with Government Code section 65091 and Pittsburg Municipal Code (PMC) section 18.14.020, a "Notice of Public Hearing" for the September 18, 2023, public hearing on this item was posted at City Hall; 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. A copy of the notice was also placed on the "Public Notices" page of the City website on September 8, 2023. The notice was also posted on www.nextdoor.com ("Nextdoor"); and

WHEREAS, on October 2, 2023, the City Council held a duly noticed public hearing on the Planning Commission's recommendation for the City Council to approve the proposed amendment to the Zoning Map to establish a Citywide Limited Overlay for Objective Design Standards 2023; and

WHEREAS, this Zoning Map amendment 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 the activity in question consists of zoning overlay related to objective design standards text amendments that would not result in a physical impact on the environment.

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

SECTION 1. Zoning Map Amendment Approval and Adoption. The Zoning Map is hereby amended to add the Objective Design Standards 2023 Limited Overlay Map, attached as "Exhibit A" to this Ordinance.

SECTION 2. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 3. 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 4. Publication. The ordinance shall be posted and published in accordance with the California Government Code.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on October 2, 2023, and was adopted and ordered published at a regular meeting of the City Council held on December 18, 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

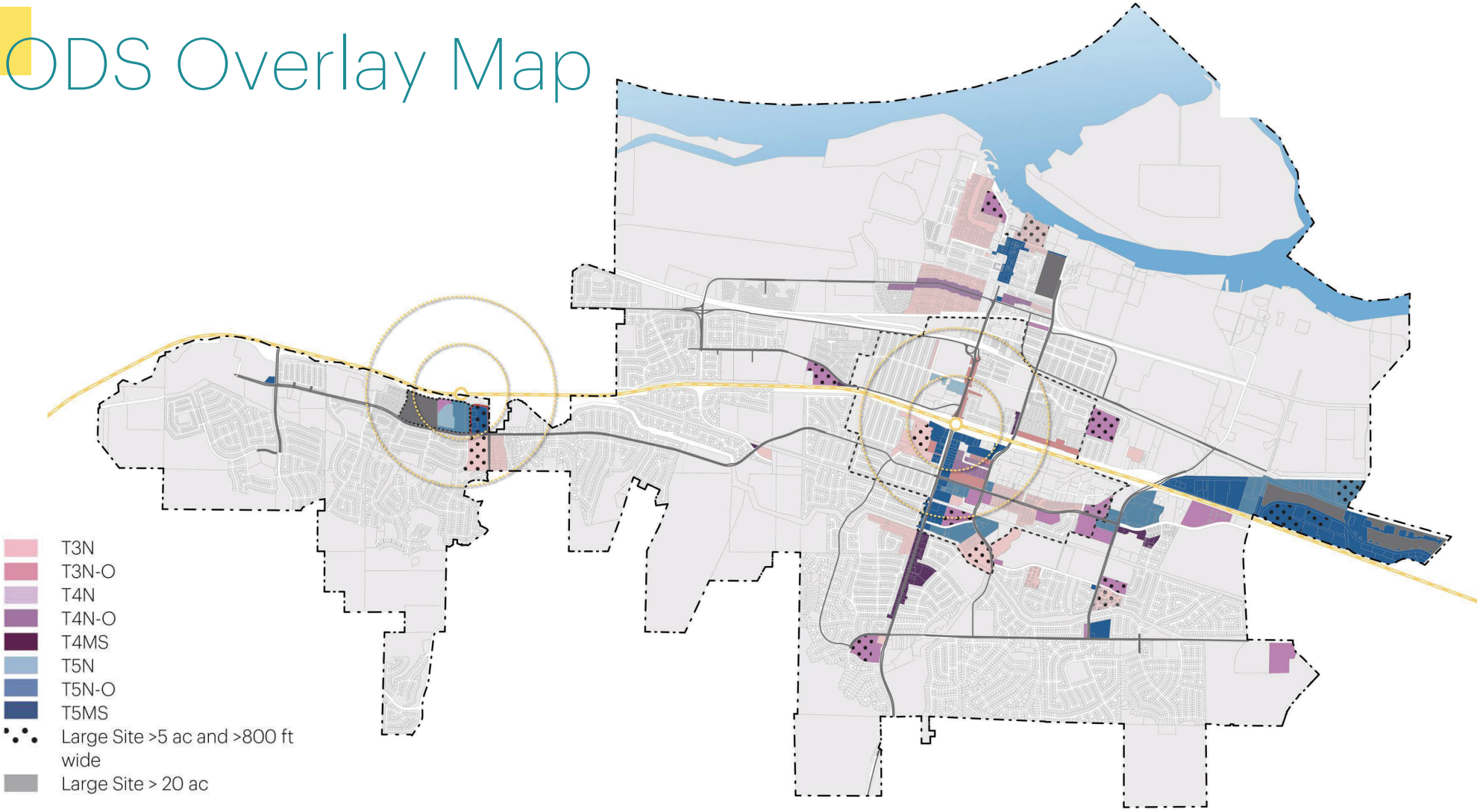
ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

ODS Overlay Map



BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Authorizing the Executive Director to Negotiate and Execute Agreements With Pacific Gas and Electric Company To Complete System Impact Studies And Facilities Designs	)))))	RESOLUTION NO. 23-

WHEREAS, the Pittsburg Power Company (PPC) has operated a municipal utility on Mare Island in Vallejo since 1997; and

WHEREAS, in recent years, a stated goal of PPC has been to expand its service territory to the City of Pittsburg; and

WHEREAS, both PPC's annual goals as well as the Economic Development Strategic Plan highlight this desire; and

WHEREAS, in order for PPC to provide utility service within the City of Pittsburg, PPC must file applications for a utility interconnect to utilize PG&E's electric transmission and distribution (T&D) infrastructure; and

WHEREAS, in order to ensure that the existing T&D infrastructure is adequate to provide for the potential service loads contemplated by PPC, a system impact study must be prepared; and

WHEREAS, following completion of a system impact study, a facilities design agreement must executed.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Pittsburg Power Company hereby authorizes the Executive Director to negotiate and execute an agreement with PG&E to complete a system impact study and necessary subsequent studies for the H-Cycle Project in an amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000); and

BE IT FURTHER RESOLVED that the Governing Board of the Pittsburg Power Company hereby authorizes the Executive Director to negotiate and execute an agreement with PG&E to complete a facilities design or similar study for the Tech Park Project in an amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000).

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company at a regular meeting on the 18th day of December 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, 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: Adoption of a Pittsburg Power Company Resolution Authorizing the Executive Director to Negotiate and Execute Agreements with Pacific Gas and Electric Company to Complete System Impact Studies and Facilities Designs

MEETING DATE: December 18, 2023

EXECUTIVE SUMMARY

The Pittsburg Power Company (PPC) has submitted an application to the Pacific Gas and Electric Company (PG&E) to interconnect to an existing electric transmission line and anticipates filing additional applications to serve various projects throughout Pittsburg. As part of these applications, the potential impact to the existing electrical system must be studied, and facilities designs must be completed.

FISCAL IMPACT

Staff is requesting the PPC Board authorize the Executive Director to execute agreements for requisite system impact study and facilities design agreements for the Tech Park and H-Cycle hydrogen production facility projects, in amounts not to exceed $250,000 each. These studies and design costs will be reimbursed by the respective applicants pursuant to required reimbursement agreements.

RECOMMENDATION

PPC Board adopt a resolution authorizing the Executive Director to negotiate and execute agreements with PG&E for preparation of a system impact studies and facilities design agreements.

BACKGROUND

PPC has operated a municipal utility on Mare Island in Vallejo since 1997. In recent years, a stated goal of PPC has been to expand its service territory to the City of Pittsburg; both PPC's annual goals, as well as the Economic Development Strategic Plan, highlight this desire.

SUBCOMMITTEE FINDINGS

This item has not been presented to a subcommittee.

STAFF ANALYSIS

In order for PPC to provide utility service within the City of Pittsburg, PPC must file applications for a utility interconnect to utilize PG&E's electric transmission and distribution (T&D) infrastructure. In order to ensure that the existing T&D infrastructure is adequate to provide for the potential service loads contemplated by PPC, a system impact study must be prepared.

Staff is requesting the PPC Board authorize the Executive Director to execute agreements for requisite system impact studies and facilities design agreements for the Tech Park and H-Cycle hydrogen production facility projects, in amounts not to exceed $250,000 each. These studies and design costs will be reimbursed by the respective applicants.

ATTACHMENTS: Resolution

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

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

TO: Mayor/Chair and Council/Governing Board Members

FROM: Garrett Evans, Executive Director/City Manager

SUBJECT: Adoption of a Pittsburg Power Company Resolution Authorizing the Executive Director to Negotiate and Execute Agreements with Pacific Gas and Electric Company to Complete System Impact Studies and Facilities Designs and Adoption of a City Council Resolution Allocating Funds for Payment

MEETING DATE: December 18, 2023

EXECUTIVE SUMMARY

The Pittsburg Power Company (PPC) is seeking to submit an application to the Pacific Gas and Electric Company (PG&E) to interconnect to an existing electric transmission line in order to serve power to the City's Water Treatment Plant. As part of this application, the potential impact to the existing electrical system must be studied, and facilities designs must be completed; the cost(s) of which is required to be borne by the applicant, PPC.

FISCAL IMPACT

As this project would serve the City's Water Treatment Plant, staff is requesting the City Council allocate funding in an amount not to exceed $200,000 from the water fund (Fund 501) to fund the requisite system impact study.

RECOMMENDATION

Staff is requesting the following actions be taken:

1. PPC Board adopt a resolution authorizing the Executive Director to negotiate and execute agreements with PG&E for preparation of a system impact study; and

2. City Council allocate funding in an amount not to exceed $200,000 from the water fund to complete the study.

BACKGROUND

PPC has operated a municipal utility on Mare Island in Vallejo since 1997. In recent years, a stated goal of PPC has been to expand its service territory to the City of Pittsburg; both PPC's annual goals, as well as the Economic Development Strategic Plan, highlight this desire.

Staff has identified the Water Treatment Plant as a large, consistent user within the City that could benefit from taking power from PPC.

SUBCOMMITTEE FINDINGS

This item has not been presented to a subcommittee.

STAFF ANALYSIS

In order for PPC to provide utility service within the City of Pittsburg, PPC must file an application for a utility interconnect to utilize PG&E's electric transmission and distribution (T&D) infrastructure. In order to ensure that the existing T&D infrastructure is adequate to provide for the potential service loads contemplated by PPC, a system impact study must be prepared.

The proposed resolution would authorize the Executive Director to negotiate and execute a System Impact Study agreement with PG&E to include a fee in an amount not to exceed $200,000 for preparation of the study but would not obligate PPC to construct any additional infrastructure. PG&E has previously estimated a fee amount of $100,000 with a "true-up" upon conclusion of the study. As such, the request for $200,000 as an amount to include the "true-up" contingency.

ATTACHMENTS: PPC Resolution
City Council Resolution

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

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Authorizing the Executive Director to Negotiate and Execute an Agreement With the Pacific Gas and Electric Company to Complete a System Impact Study	)))))	RESOLUTION NO. 23-

WHEREAS, the Pittsburg Power Company (PPC) has operated a municipal utility on Mare Island in Vallejo since 1997; and

WHEREAS, in recent years, a stated goal of PPC has been to expand its service territory to the City of Pittsburg; and

WHEREAS, both PPC's annual goals as well as the Economic Development Strategic Plan highlight this desire; and

WHEREAS, PPC has identified the City's Water Treatment Plant as a large, consistent user within the City that could benefit from taking power from PPC; and

WHEREAS, PPC is seeking to submit an application to the Pacific Gas and Electric Company (PG&E) to interconnect to an existing electric transmission line; and

WHEREAS, as part of this application, a study of the potential impact to the existing electrical system must be prepared, the cost of which shall be paid by the applicant.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Pittsburg Power Company hereby authorizes the Executive Director to negotiate and execute an Agreement with PG&E to complete a system impact study in an amount not to exceed Two Hundred Dollars ($200,000).

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company at a regular meeting on the 18th day of December 2023, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Juan Antonio Banales, Chair

ATTEST:

_____
Garrett Evans, Executive Secretary

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Allocating Funds in the Amount of Up to $200,000 for to Complete a System Impact Study for the Water Treatment Plant	))))	RESOLUTION NO. 23-

WHEREAS, the Pittsburg Power Company (PPC) has operated a municipal utility on Mare Island in Vallejo since 1997; and

WHEREAS, in recent years, a stated goal of PPC has been to expand its service territory to the City of Pittsburg; and

WHEREAS, both PPC's annual goals as well as the City's Economic Development Strategic Plan highlight this desire; and

WHEREAS, PPC has identified the City's Water Treatment Plant as a large, consistent user within the City that could benefit from taking power from PPC; and

WHEREAS, PPC is seeking to submit an application to the Pacific Gas and Electric Company (PG&E) to interconnect to an existing electric transmission line; and

WHEREAS, as part of this application, a study of the potential impact to the existing electrical system must be prepared, the cost of which shall be paid by the applicant.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby allocates up to Two Hundred Dollars ($200,000) from the City's water fund (Fund 501) to complete a system impact study for power service by PPC to the City's Water Treatment Plant.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of December 2023, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Southwest Geological Hazard Abatement District II (GHAD II) Resolution Appointing the Director of Public Works/City Engineer as GHAD District Manager

MEETING DATE: December 18, 2023

EXECUTIVE SUMMARY

In 2001, the Southwest Pittsburg Geologic Hazard Abatement District II (GHAD II) Board of Directors appointed officers and delegated certain powers. Changes in staff require the appointment of the Director of Public Works/City Engineer as the District Manager for the GHAD II to oversee the day-to-day operations and for all maintenance.

FISCAL IMPACT

There is no fiscal impact with this action.

RECOMMENDATION

Staff recommends the GHAD II Board adopt the attached resolution appointing the Director of Public Works/City Engineer as the GHAD II District Manager.

BACKGROUND

On March 6, 1995, the Pittsburg City Council adopted Resolution 95-8148 approving the formation of the original GHAD. The purpose of the GHAD is to provide a means of financing necessary slope maintenance to reduce the risk of landslides in the City's hillside areas, to maintain certain drainage basins, and to establish a fund to defray the cost of landslide repairs should a slide occur in the GHAD.

In March 2001 the GHAD II was formed out of the original GHAD. An independent Board of Directors was established for the property owners, and a contract was executed with a consulting firm to provide a district manager/geologist until June 2009.

On July 6, 2009, the GHAD II Board authorized the Executive Director to enter into contracts with the City of Pittsburg to provide management of day-to-day operations and all maintenance. Under the contract, the Director of Public Works/City Engineer served as the GHAD's District Manager. The contracts were revised in 2011 to reflect changes in the GHAD's total area, increased cost of services, and the potential for the GHAD to own and maintain land.

On June 19, 2017, the GHAD II Board adopted Resolution 17-057, appointing City Engineer Fritz Halvorson as District Manager.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

GHAD II has responsibilities to maintain open space and three drainage detention basins as well as monitor geologic conditions within the approximately 1,700 acres of developed and undeveloped land annexed into the district. The GHAD II provides a reliable source of funding for maintaining open space areas as well as the ongoing maintenance and monitoring of wildlife mitigation areas.

The GHAD II is responsible to assess fees and collect revenues from property owners within the district to accumulate sufficient reserves to allow the repair of any geologic events that may occur within the GHAD II District boundaries.

Annexation of land and the addition of properties and basins within Vista Del Mar and San Marco areas increased the size of the district and broadened the scope of services provided by the GHAD II. The GHAD II also owns property, which requires additional management.

The City of Pittsburg has successfully provided those services since 2009 and proposes the Director of Public Works/City Engineer to serve as the SW Pittsburg GHAD II District Manager. The Director of Public Works/City Engineer is a licensed Professional Engineer skilled in the requirements of the position and will be supported by other city staff to perform the required tasks including supervision and training of maintenance staff.

ATTACHMENTS: Resolution

Report Prepared By: April Chamberlain, Administrative Analyst I

BEFORE THE SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT II

In the Matter of:

Appointing the Director of Public Works/City Engineer as the GHAD II District Manager) RESOLUTION NO. 23-

WHEREAS, in 2001, the Board of Directors of the GHAD II Southwest Pittsburg Geologic Hazard Abatement District II (GHAD II) appointed officers and delegated certain powers as appropriate; and

WHEREAS, staffing changes require the appointment of the Director of Public Works/City Engineer as the District Manager for the GHAD II to oversee the day-to-day operations and for all maintenance; and

WHEREAS, the Director of Public Works/City Engineer, is a licensed Professional Engineer skilled in the requirements of the position and will be supported by other city staff to perform the required tasks including supervision and training of maintenance staff for the continuous maintenance of GHAD II facilities.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the GHAD II hereby appoints the Public Works Director/City Engineer as the GHAD II District Manager.

PASSED AND ADOPTED by the Board of Directors of the Southwest Pittsburg Geologic Hazard Abatement District II at a regular meeting on the 18th day of December 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST: _____
Juan Antonio Banales, Chair

_____
Alice E. Evenson, Agency 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: Adoption of a Southwest Geological Hazard Abatement District II (GHAD II) Resolution Authorizing a Maintenance Agreement with Del Conte's Landscaping, Inc.

MEETING DATE: December 18, 2023

EXECUTIVE SUMMARY

The Southwest Pittsburg Geologic Hazard Abatement District II (GHAD II) owns and maintains two Toscana bio-retention basins at San Marco Subdivisions. Current conditions of the basin require the vegetation to be restored to its original design and maintained after the restoration.

FISCAL IMPACT

The cost of services for full restoration and maintenance for one year will not exceed $78,183. This cost is accounted for in the Fiscal Year 2023/24 budget.

RECOMMENDATION

Staff recommends the GHAD II Board adopt the attached resolution to contract with Del Conte's Landscaping, Inc. for renovation and maintenance of the two Toscana bio-retention basins in the San Marco Subdivision.

BACKGROUND

On August 15, 2016, the City Council adopted Resolution 16-13237 (Approving the Acceptance of Public Improvements within Subdivision 9355 Toscana Unit 3). Both bio-retention basins were included within said resolution. Upon acceptance, the GHAD II has responsibility for continuous maintenance of the bio-retention basins.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

GHAD II has the responsibility to maintain the aesthetics and functionality of the bio-retention basins. The GHAD II provides a reliable source of funding for restoring and maintaining these areas.

As part of the contract, the contractor will restore the two Toscana Basins. Elements include removing sediment, debris and green waste; restoring biofiltration; installation of 100 yards of bio-swale; and hydro-seeding approximately 37,980 square feet. In addition, the contractor will install approximately 127 new plants. Once planted, the bio-retention basins will have installed organic float resistant mulch and rip rap rock around the 4x8 overflow drain. revis

As part of the annual maintenance contract, the contractor will provide lawn care (mowing, trimming, edging, weed control, fertilization), shrubbery services (pruning, edging, weed control, fertilization, tree maintenance (pruning, staking, pest control, fertilization) and irrigation scheduling and maintenance.

ATTACHMENTS: GHAD II Board Resolution
Exhibit “A” General Service Agreement

Report Prepared By: April Chamberlain, Administrative Analyst I

BEFORE THE SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT II

In the Matter of:

Authorizing A Maintenance Agreement With Del Conte's Landscaping, Inc.) RESOLUTION NO. 23-

WHEREAS, the Southwest Pittsburg Geologic Hazard Abatement District II (GHAD II) owns and maintains two Toscana bio-retention basins in the San Marco Subdivisions; and

WHEREAS, current conditions of the basins require the vegetation to be restored to its original design and maintained after restoration to have proper bio-retention functionality; and

WHEREAS, Del Conte's Landscaping, Inc. is qualified to perform the required services of the bio-retention basins; and

WHEREAS, this cost is accounted for in the Fiscal Year 2023/24 budget; and

WHEREAS, GHAD II staff recommend authorizing an agreement with Del Conte's Landscaping, Inc. for restoration of both Toscana bio-retention basins and their maintenance for a period of one year.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the GHAD II hereby authorizes the Public Works Director, as the appointed District Manager, to execute an agreement with Del Conte's Landscaping, Inc. in an amount not to exceed $78,183.

PASSED AND ADOPTED by the Board of Directors of the Southwest Pittsburg Geologic Hazard Abatement District II at a regular meeting on the 18th day of December 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Chair

ATTEST:

_____
Alice E. Evenson, Agency Secretary

GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
DELCONTE'S LANDSCAPING, INC

THIS Agreement ("Agreement") for general services is made by and between the City of Pittsburg ("City") and Del Conte's Landscaping, a California Corporation ("Service Provider") (together referred to as the "Parties") as of December 18, 2023 (the "Effective Date").

Section 1. **SERVICES**. Subject to the terms and conditions set forth in this Agreement, Service Provider shall provide to City the services described in the Scope of Services 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 December 31, 2024 or the date the Service Provider 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.** Service Provider shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Service Provider is engaged.

1.3 **Assignment of Personnel.** Service Provider 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 Service Provider performs services in accordance with the Standard of Performance, Service Provider shall, immediately upon receiving City's request, reassign such persons.

1.4 **Time.** Service Provider 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 Service Provider's obligations hereunder.

Section 2. **COMPENSATION.** City hereby agrees to pay Service Provider a sum not to exceed Seventy- eight thousand, one hundred and eighty-three dollars ($78,183.00), 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 Service Provider, but is merely a limit of potential City expenditures under this Agreement.

Service Provider and City acknowledge and agree that compensation paid by City to Service Provider under this Agreement is based upon Service Provider's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Service Provider. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Service Provider 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.** Service Provider 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 Service Provider and each employee, agent, and subcontractor of Service Provider performing services hereunder;
- The Service Provider'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.** Service Provider shall submit its final invoice within 60 days of completing its services. Service Provider's failure to submit its final invoice within this 60 day period shall constitute Service Provider'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. Service Provider 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 Service Provider 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, Service Provider 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, Service Provider, 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 Service Provider's bid or proposal. Service Provider shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 Workers' Compensation. Service Provider 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 Service Provider 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 Service Provider 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. Service Provider, 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 Service Provider 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 Service Provider, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Service Provider. Coverage can be provided in the form of an endorsement to the Service Provider'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 Service Provider'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 Service Provider'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. Service Provider 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. Service Provider, 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 Service Provider'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, Service Provider 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.** Service Provider 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 Service Provider 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.** Service Provider hereby agrees to waive subrogation which any insurer or contractor may require from Service Provider by virtue of the payment of any loss. Service Provider 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 Service Provider, its employees, agents, and subcontractors.

4.4.6 **Subcontractors.** Service Provider 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 Service Provider 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 Service Provider maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Service Provider.

4.5 **Remedies.** In addition to any other remedies City may have if Service Provider 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 Service Provider to stop work under this Agreement and withhold any payment that becomes due to Service Provider hereunder until Service Provider demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND SERVICE PROVIDER'S RESPONSIBILITIES.

5.1 **General Indemnification**. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged

negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section **5.1** shall survive any expiration or termination of this Agreement.

5.2 **PERS Indemnification.** In the event that Service Provider or any employee, agent, or subcontractor of Service Provider 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, Service Provider shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Service Provider 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 SERVICE PROVIDER.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Service Provider shall be an independent contractor and shall not be an employee of City.

6.2 **Service Provider Not an Agent.** Except as City may specify in writing, Service Provider shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Service Provider 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.** Service Provider and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Service Provider 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.** Service Provider represents and warrants to City that Service Provider 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, Service Provider and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.4 **Nondiscrimination and Equal Opportunity.** Service Provider 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 Service Provider under this Agreement. Service Provider 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 Service Provider thereby.

7.5 **Registration and Monitoring.** Service Provider shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a) or the exemption set forth in section 1771.1(n). Additionally, Service

Provider is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.6 **Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the services described in Exhibit A are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the services described in Exhibit A. In accordance with California Labor Code Section 1773.2, the City has obtained the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City's General Services Department and shall be made available on request. Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the services described in Exhibit A. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by any worker, governmental agency or other third party with regard thereto.

The Service Provider and any subcontractors engaged in performance of the services described in Exhibit A shall comply with Labor Code Section 1775, which establishes a penalty per day for each worker engaged in the performance of the services described in Exhibit A that the Service Provider or any subcontractor pays less than the specified prevailing wage.

In accordance with Labor Code Section 1776, the Service Provider and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Such records shall be in kept, maintained and made available in accordance with the requirements of Labor Code Section 1776.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Service Provider. In the event of termination, Service Provider shall be

entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Service Provider delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Service Provider or prepared by or for Service Provider 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 Service Provider recognize and agree that this Agreement contemplates personal performance by Service Provider and is based upon a determination of Service Provider'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 Service Provider. Service Provider may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Service Provider 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 Service Provider, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 **Options upon Breach by Service Provider.** If Service Provider 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 Service Provider pursuant to this Agreement;

8.5.3 Retain a different service provider to complete the work described in Exhibit A not finished by Service Provider; or

8.5.4 Charge Service Provider 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 Service

Provider pursuant to Section 2 if Service Provider 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 Service Provider'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 Service Provider prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Service Provider 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 Service Provider'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 Service Provider 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 Service Provider without prior written approval of City.

9.2 **Service Provider's Books and Records.** Service Provider 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 Service Provider 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.** Service Provider may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Service Provider in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Service Provider 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.** Service Provider 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.

Service Provider : Del Conte's Landscaping, Inc.
41900 Boscell Road
Fremont, CA 94538
ATTN: Robert Papagni

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 Service Provider 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 Service Provider's proposal, the Agreement shall control To the extent there are any inconsistences between the Exhibits and the Service Provider'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

_____
Garrett Evans, City Manager

DEL CONTE'S Landscaping, Inc.

_____
Robert Papagni, Enhancement Director

Approved as to Form:

_____
Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Del Conte's Landscaping, Inc. shall be responsible for restoring the Toscana Basin. Service Provider shall provide manpower and equipment to locate overflow drains, grade, and prep area for renovation of bio swale area. Locate the overflow drains at each end of bio swale to clear debris covering up basins. Remove all sediment and debris around drain catch basins, haul away green waste. Bring in a tractor with a Gannon box for rototilling existing weeds and dead vegetation. The soils in areas designated for biofiltration should be ripped and cultivated to a minimum depth of 8-12-inches to relieve surface compaction. All areas of bio-swale including banks and areas for new planting to have tractor pass to cultivate vegetation into existing soils, rototilling all center weeds and grasses, and replacing them with correct hydro seed vegetation on center in retention area. After all grading and cultivation of existing soil, bring in bio-swale treated soil to top dress all areas for new plantings. Remove estimated 1-3inches of silt and debris out of all areas of bio-swale. Deliver and install 100 yards of bio swale infiltration soil 70/30 soil to planting bed to add a layer for new planting and help the drainage of water towards the overflow drains be effective with new planting. Remove the perimeter grasses that are unsightly and dead or diseased. Clear all shrub beds on the top perimeter around the bio-swale that are dead or unsightly.

Service Provider shall furnish and install Hydro seeding in 37,980 sq ft. of retention area of bio-swale and provide the manpower and equipment to perform the hydro seeding application.

Install (1) plant material at each area marked on plans. Excavate and plant twice the width to be backfilled with planters mix topsoil and (3) Best 20-10-15 plant tabs in hole of plant to feed root system in first year of development. Prepare soil for planting material – till, amend with compost & fertilizer for new plants with final grading on new planting areas. Plants to be installed:

(38) 1 -gallon LANTANA X 'NEW GOLD'.
(26) 1- gallon Monkeyflower
(24) 1- gallon Arctostyphalos "john Dourley"
(26) 1-gallon Baccharis piluraris 'Twin Peaks'
(13) 5-gallon Hetereomeles arbutifolia (toyon)

Furnish & install Organic Bioretention Mulch is an organic float resistant product.

Furnish and Install Rip Rap Rock 4x8 around overflow drain in bio-swale.

Refresh the entrance and road to the water retention area, remove all vegetation of surface clean lines and fill with 2inch layer of base rock for roads. Deliver and install 16 yds of Class II Base Rock.

For maintenance, Service Provider shall perform the following at Toscana basin:

Lawn Care:
Mowing Frequency: Lawns shall be mowed at the following frequency: April 1 – October 30: Lawns shall be mowed weekly to ensure uniform height and a neat appearance. November 1 – March 31: Lawns shall be mowed as reasonably needed to ensure uniform height and neat appearance.

Trimming and Edging: Turf shall be trimmed next to walks, header-boards, around plants, around drains, utility boxes, tree wells, and adjacent to fences and buildings on a regular basis to ensure containment and a neat appearance.

Weed Control: A weed removal and control program, which will ultimately lead to control of crabgrass and broad-leafed herbaceous weeds, shall be employed with the use of proper water management, and select herbicides.

Fertilization: Fertilization shall be scheduled on a regular basis as necessary to keep the lawn in a healthy, green, and vigorous condition. Service Provider shall fertilize to the limited extent of reasonable sustenance of plant health. Service Provider may perform soil tests with advance approval from City, at City's cost.

Shrubbery and Groundcover:
Routine Pruning: A regular pruning routine shall be followed for all "Formal" trimmed shrubs or hedges. "Informal" shrubs or hedges shall be trimmed as needed to maintain neat appearance, balanced growth habit and to prevent encroachment on walks, driveways, buildings, and windows. "Formal" and "Informal" hedges are defined per industry standard in the State of California.

Shrub Wells: Trimming around shrubs and perennials as needed to prevent over-run by ground cover. Shrubs shall be kept free of vines at all times.

Routine Edging: Edging of groundcover will be as needed to prevent encroachment on lawn areas, pavement areas, and buildings. Generally, groundcover and plant material will be trimmed 6"-10" inside containment to allow space for fresh growth.

Weed Control: Shrub beds will be maintained reasonably weed-free, using appropriate chemicals and manual weeding on a weekly basis. Chemicals must comply with DPR Regulations for the State of California.

Fertilization: Fertilization shall take place on a regular basis during the growing season, recognizing the variable growing needs of differing plant material soil temperature. Schedule of program to be adjusted seasonally, with notice to the City. Fertilization application shall be coordinated with operation of the automatic irrigation system to assure watering the day of application. Del Conte's Landscaping will fertilize to the limited extent of reasonable sustenance of plant health. Del Conte's Landscaping shall not modify and/or change the pH level of the soil and/or modify in any way the nutrient levels of the soil. Service Provider may perform soil tests with advance approval from City, at City's cost. .

Trees:
Routine Pruning: Del Conte's Landscaping will prune trees regularly to remove sucker growth, and as needed to maintain clearance from structures and eight-foot clearance above walkways and twelve-foot clearance above roads. Trees shall be kept free of vines at all times.

Tree Stakes: For trees less than twelve feet in height, stakes, ties, and guides will receive periodic checks and adjustments to ensure they are functioning properly, and/or removed when they are no longer required to support any individual tree. Damaged or broken stakes and ties will be replaced (as necessary) with prior City approval at City's cost..

Pest Control: Del Conte's Landscaping shall monitor the general well-being, such as insect/disease infestation, vehicle damage and general condition of these trees and advise when service or treatment is recommended.

Fertilization. Del Conte's Landscaping will fertilize to the limited extent of reasonable sustenance of plant health. Del Conte's Landscaping shall not modify and/or change the pH level of the soil and/or modify in any way the nutrient levels of the soil. Service Provider may perform soil tests with advance approval from City, at City's cost.

General Care:
Maintain a weed-controlled environment through cultivation, spraying, pulling, etc. of all landscape common areas on site, including parking area perimeters and paving joints. Spray all plant material (excluding trees above 12 feet in height or 6 inches in diameter) as needed with fungicides, insecticides and other appropriate for the health of the landscape plant material, excluding vertebrate pests.

Remove general litter, debris, and yard waste from landscape at completion of every service visit, excluding large deposits or piles of disposal which may be removed on prior City approval at City's cost. Available details for City to potentially subrogate will be provided to City. All debris resulting from any/all landscape work shall be removed before leaving the Job Site.

During November through March, leaves will be raked during the normal service visits to regularly achieve a neat appearance.

This scope does not include control of vertebrate pests, which are considered an extraordinary condition. Service Provider shall monitor damage from vertebrate pests and advise City when service or treatment is recommended.

The warranty for newly installed plants is 90 days.

Irrigation
General: Del Conte's Landscaping will comply with mandated water restrictions. Regulate automatic sprinkler systems (including drip systems) to optimize plant health, aesthetics, and water cost control, within limitation of system hardware and client-defined priorities. Routine inspections of irrigation systems shall be completed to report any breaks, recommended replacements and to adjust sprinkler heads for maximum coverage.

Watering Schedule: Del Conte's Landscaping shall maintain dynamic ET-Based (Evapo-Transpiration) irrigation timer schedules for each month of the watering season. Ten-year data averages from C.I.M.I.S. (California Irrigation Management Information System) will be utilized to establish monthly Programs. Additional programming will be implemented as needed to compensate for extreme weather fluctuations. While this information is maintained and implemented for the benefit of our clients, it is proprietary to Del Conte's Landscaping.

Miscellaneous:
All equipment, tools, labor, and materials required to perform the services shall be provided by Del Conte's Landscaping, unless otherwise indicated.

Service Provider Account Manager shall attend monthly walk-through with City representative, as requested by City.

Del Conte's Landscaping shall respond to all work or service orders within one week or as arranged, except emergencies which must be attended to as soon as commercially reasonably possible.

EXHIBIT B

COMPENSATION SCHEDULE

Total Price of renovation project to be paid within 30 days of completion – $61,647.00.

January 2024 - $1,378.00

February 2024 - $1,378.00

March 2024 – $1,378.00

April 2024 - $1,378.00

May 2024 - $1,378.00

June 2024 - $1,378.00

July 2024 - $1,378.00

August 2024 - $1,378.00

September 2024 - $1,378.00

October 2024 - $1,378.00

November 2024 - $1,378.00

December 2024 - $1,378.00

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.

Del Conte's Landscaping, Inc.

By: _____

Title: _____