



**CITY OF PITTSBURG**  
**AMENDED AGENDA**

**MAY 4, 2026**

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

**SPECIAL MEETING**  
**BUDGET WORKSHOP**  
**6:00 PM**

**REGULAR MEETING**  
**7:00 PM**

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

**PRESIDING**

<b>Mayor/Chair</b>	<b>• Dionne Adams</b>
<b>Vice-Mayor/Chair</b>	<b>• Angelica Lopez</b>
<b>Council Member/Board Member</b>	<b>• Juan Antonio Banales</b>
<b>Council Member/Board Member</b>	<b>• Arlene Kobata</b>
<b>Council Member/Board Member</b>	<b>• Jelani Killings</b>

**FOR HOUSING AUTHORITY**

<b>Housing Authority Member</b>	<b>• S.L. Floyd</b>
<b>Housing Authority Member</b>	<b>• Annie Hill Herring</b>

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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](http://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.

**6:00 PM - SPECIAL MEETING FOR BUDGET WORKSHOP**

**7:00 PM - CONVENE IN OPEN SESSION FOR REGULAR MEETING**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS**

The standing proclamation(s) were published as part of the agenda. The proclamation(s) will be posted on the City's website and social media accounts as appropriate.

1. Th!nk Pittsburg - Lighthouse Cafe
2. Bike to Work Day
3. Pittsburg Cares - National Mental Health Month
4. National Asian American and Pacific Islander Heritage Month

**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)

**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)

**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 HEARING**

5. Adoption of a City Council Resolution Approving the FY 2026-2027 Community Development Block Grant Annual Action Plan - ***The public hearing and consideration of the FY 2026–2027 Community Development Block Grant Annual Action Plan, originally scheduled and publicly posted for the May 4, 2026 City Council meeting, has been postponed to May 18, 2026***
6. Public Hearing for Compliance with Assembly Bill 2561 of 2024/Government Code Section 3502.3 Regarding Vacancies, Recruitment, and Retention Efforts

Assembly Bill 2561 of 2024 was signed into law requiring public agencies, including the City, to hold at least one public hearing per fiscal year to discuss vacancies, recruitment and retention efforts. This communication along with the public presentation discusses the City's legal obligations under the new law, which took effect January 1, 2025. This presentation is for informational purposes only regarding the status of the City's vacancies, recruitment and retention efforts.

## **CONSIDERATION**

7. Introduction and Waive First Reading of an Ordinance Amending Section 5.22.100 of the Pittsburg Municipal Code Regarding Prize Value Limit for Bingo Games for Charity

State law regulates bingo gaming held to raise money for charity, requiring that these games comply with extensive limitations on the prize value(s). State law, as amended in 2009, sets forth a maximum prize value limit of \$500, while the Pittsburg Municipal Code (PMC) establishes a limit of \$250. The proposed ordinance would amend the PMC to match state limits.

8. Future Agenda Item To Review and Update the City Council's Policies and Procedures and Update Recusal Protocol and Guidance for Councilmembers Regarding Conflicts of Interest, Brown Act Considerations, Disclosure Obligations, and the Process for Obtaining Proactive Advice from the City Attorney

At the April 20, 2026 City Council meeting, Mayor Adams requested a future agenda item related to reviewing and updating the Council's recusal protocol and guidance for Councilmembers regarding conflicts of interest, Brown Act considerations, disclosure obligations, and the process for obtaining proactive advice from the City Attorney.

## **CONFLICT OF INTEREST STATEMENT**

City Council/Agency Members may make any conflict of interest declarations pertaining to Consent Calendar items at this time.
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**COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION, PITTSBURG POWER COMPANY, SOUTHWEST PITTSBURG GHAD II AND SUCCESSOR AGENCY CONSENT CALENDAR**

9. Minutes of April 20, 2026
10. Adoption of a City Council Resolution Directing the City Engineer to Prepare and File an Annual Report for Citywide Landscaping and Lighting Assessment District 1988-1 for Fiscal Year 2026/27

Directing the City Engineer as the Engineer of Work to prepare and file the Engineer's Report, which is the first of three steps in the annual renewal process for the Citywide Landscaping and Lighting Assessment District 1988-1 (Citywide LLAD 1988-1). Upon receipt and approval of the Engineer's Report, the City Council may order assessments to be placed on the county tax roll. Revenue collected through this district is essential to fund landscaping and lighting operations in Citywide LLAD 1988-1.

11. Adoption of a City Council Resolution Directing the City Engineer to Prepare and File an Annual Report for Oak Hills Landscaping and Lighting Assessment District 1988-2 for Fiscal Year 2026/27

Directing the City Engineer as the Engineer of Work to prepare and file the Engineer's Report, which is the first of three steps in the annual renewal process for the Oak Hills Landscaping and Lighting Assessment District 1988-2 (Oak Hills LLAD 1988-2). Upon receipt and approval of the Engineer's Report, the City Council may order assessments to be placed on the county tax roll. Revenue collected through this district is necessary to fund landscaping and lighting operations in Oak Hills LLAD 1988-2.

12. Adoption of a City Council Resolution Accepting Project 1754 - City Park Restroom Facility Phase II as Complete, Authorizing the City Engineer to execute a change order, and Authorizing the City Engineer to File a Notice of Completion

Phase II of Project 1754 – City Park Restroom Facility (Project) included the demolition and replacement of the existing restroom located on Davi Avenue at Pittsburg's City Park. The Project utilized an existing Sourcewell Cooperative Purchasing Contract that complies with the City's contracting ordinance to procure and install the restroom facility. Adoption of this resolution will accept the construction contract as complete, authorize the City Engineer to execute a change order, and authorize the City Engineer to file a Notice of Completion.

13. Adoption of a City Council Resolution Authorizing City Manager to Execute 2024 Safe Streets and Roads For All Grant Agreement with the United States Department of Transportation, Federal Highway Administration for Project 2472-Pittsburg Moves Active Transportation Plan Update

The City was awarded \$408,000 through the Safe Streets and Roads for All (SS4A) Grant (Program) for Project 2472- Pittsburg Moves Active

Transportation Plan (ATP) and Americans with Disabilities Act (ADA) Transition Plan Updates (Project). This project will support the City's efforts to improve safety, accessibility, and mobility for all users of the transportation system.

14. Adoption of a City Council Resolution Authorizing Local Enforcement Agency Assistance Grant Application and Acceptance of Grant Awards for FY 2026/2027 through FY 2031/2032

The Department of Resources Recycling and Recovery (CalRecycle) maintains a grant program to support the Local Enforcement Agency's (LEA) solid waste facilities permit and inspection programs. The Local Enforcement Assistance Grant application requires an updated City Council Resolution as part of its grant application.

15. Adoption of a City Council Resolution to Vacate a City Waterline Easement on Assessor's Parcel Number 088-161-028

To facilitate planned redevelopment occurring on the County-owned parcel at 2311 Loveridge Road, vacation of a City waterline easement is required to release the encumbrance on the property. The City waterline easement is no longer necessary and may be vacated.

16. Adoption of a City Council Resolution Authorizing the City Manager to Execute the First Amendment to the Consulting Services Agreement with GHD, Inc. for Design of Project 5090 Bella Vista/ Riverview Water Consolidation

Project 5090 Bella Vista/Riverview Water Consolidation (Project) is for the construction of improvements necessary to decommission the existing well systems currently serving the Bella Vista and Riverview Mobile Home Parks, and to connect both areas to the City's potable water system. Adoption of this resolution will authorize the City Manager to execute the First Amendment to the Consulting Services Agreement (Agreement) with GHD, Inc. (GHD) for increased design scope.

17. Adoption of a City Council Resolution Authorizing the City Manager to Renew the City's Microsoft Subscription Through Liftoff LLC, with an Option to Extend the Subscription for Up to Three Years, Not to Exceed \$100,000 Annually

The City currently maintains an active Microsoft licensing subscription that provides essential productivity, communication, and cloud services for all departments. The proposed item authorizes the City Manager to renew this subscription through Liftoff LLC, an authorized Microsoft reseller, with an option to extend the subscription for up to three years at a cost not to exceed \$100,000 annually. This renewal ensures continued access to Microsoft 365 licensing for office applications, email, collaboration tools, and other critical cloud services required to support the City's daily operations.

## **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 MAY 18, 2026**

## **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](http://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](http://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](http://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 Agency/Liaison/Subcommittee Assignments as of March 26, 2026

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
ABAG	Dionne Adams / Jelani Killings (Alt.)	Standing	Annual		D.Gale/M. Aliotti
Delta Diablo*	Jelani Killings / Arlene Kobata (Alt.)	Standing	2nd Wednesday	4:30 PM	J. Samuelson
East Co. Co. County Habitat Conservancy	Arlene Kobata / Juan Banales (Alt.)	Standing	4th Monday (Bi-Monthly)	2:00 PM	J. Davis
East County Water Management	Juan Banales / Jelani Killings (Alt.)	Standing	Bi-Annual	1:00 PM	J. Samuelson
MCE Clean Energy Board	Arlene Kobata / Angelica Lopez (Alt.)	Standing	3rd Thursday	6:30 PM	J. Davis
TRANSPLAN / ECCRFFA	Juan Banales / Dionne Adams (Alt.)	Standing	2nd Thursday	6:30 PM	J. Samuelson
Tri-Delta Transit (2 reps)**	Angelica Lopez & Dionne Adams / Jelani Killings (Alt.)	Standing	4th Wednesday	4:00 PM	J. Samuelson
<b>LIAISON</b>	<b>COUNCIL MEMBER(S)</b>	<b>TYPE</b>	<b>MEETS</b>	<b>TIME</b>	<b>STAFF</b>
East Bay League of California Cities	Dionne Adams / Angelica Lopez (Alt.)	Standing	3rd Thursday		D.Gale/M. Aliotti
Green Empowerment Zone	Arlene Kobata / Jelani Killings (Alt.)	Standing	3rd Friday (Bi-Monthly)	9:30 AM	J. Davis
Los Medanos Health Advisory Committee	Arlene Kobata & Dionne Adams	Ad Hoc	As needed		D.Gale/M. Aliotti
Mayor's Conference	Dionne Adams / Angelica Lopez (Alt.)	Standing	1st Thursday	6:30 PM	D.Gale/M. Aliotti
School Districts Committee (2x2)	Jelani Killings & Angelica Lopez / Juan Banales (Alt.)	Standing	Quarterly		D.Gale/M. Aliotti
<b>SUBCOMMITTEES</b>	<b>COUNCIL MEMBER(S)</b>	<b>TYPE</b>	<b>MEETS</b>	<b>TIME</b>	<b>STAFF</b>
Community and Economic Development	Jelani Killings & Dionne Adams / Angelica Lopez (Alt.)	Standing	2nd Thursday	5:30 PM	J. Davis
Data Center and Hydrogen	Jelani Killings & Juan Banales	Ad Hoc	As needed		J. Davis
Development Agreement	Jelani Killings & Dionne Adams	Ad Hoc	As needed		J. Davis
Finance Management	Dionne Adams, & Juan Banales / Jelani Killings (Alt.)	Standing	2nd Wednesday	5:30 PM	E. Adair
Infrastructure and Transportation	Juan Banales & Arlene Kobata / Dionne Adams (Alt.)	Standing	4th Thursday	5:30 PM	J. Samuelson
Tenant Protections	Juan Banales & Angelica Lopez	Ad Hoc	As needed		S. Bellafronte
Life Enrichment	Dionne Adams & Arlene Kobata / Jelani Killings (Alt.)	Standing	3rd Wednesday	5:30 PM	K. Simonton
Pittsburg Arts and Community Foundation	Jelani Killings & Angelica Lopez	Standing	As needed		K. Simonton
Public Safety	Juan Banales & Angelica Lopez / Arlene Kobata Alt.)	Standing	1st Wednesday	5:30 PM	S. Albanese

\*Stipend of \$170 per month

\*\* Stipend of 100 per month



# Proclamation

**BIKE TO WORK DAY**  
**MAY 15, 2026**

*Whereas, the bicycle is a viable and environmentally sound form of transportation and an excellent form of exercise and recreation; and*

*Whereas, bicycle commuting is an effective means to support the region's air quality goals, improve mobility and conserve energy; and*

*Whereas, bicycle commuting benefits both employees and employers through better health and fitness; and*

*Whereas, the education of bicyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users and creating bicycle-friendly communities has been shown to improve citizens' health, well-being, and quality of life, to boost community spirit, to improve traffic safety, and to reduce pollution and congestion; and*

*Whereas, the City of Pittsburg will host a morning energizer station at the Pittsburg Center Bart Station on May 14, 2026 from 7 am to 9 am; and*

*Whereas, an energizer station is a road-side bike outreach station with snacks and drinks, free goodies and giveaways and lots of good cheer for all the bicyclist out on the street on the biggest bike day of the year.*

**NOW, THEREFORE, I, Dionne Adams, on behalf of the City Council of the City of Pittsburg, hereby proclaim May 15, 2026 as Bike to Work Day and urge Pittsburg residents to participate in bicycling events and urge all road users to share the road safely with bicyclists.**



Dionne Adams, Mayor

Alice E. Evenson, City Clerk



# Proclamation

## NATIONAL MENTAL HEALTH MONTH

MAY 2026

***WHEREAS,** mental health is essential to the overall health and well-being of every person; and*

***WHEREAS,** millions of people across our nation live with mental health conditions, yet far too many face stigma, discrimination, or barriers to care; and*

***WHEREAS,** raising awareness, expanding access to support, and fostering open conversations can help individuals and families recognize early signs, seek help, and build healthier communities; and*

***WHEREAS,** Mental Health Awareness Month provides an opportunity to promote education, compassion, and understanding, and to reaffirm our commitment to supporting mental wellness for all.*

***NOW, THEREFORE, I, Dionne Adams,** do hereby proclaim the month of May as Mental Health Awareness Month and encourage all residents to learn more about mental health, support those who may be struggling, and help create a community where everyone feels seen, valued, and supported.*



Dionne Adams, Mayor

Alice E. Evenson, City Clerk



# Proclamation

## NATIONAL ASIAN AMERICAN AND PACIFIC ISLANDER MONTH

MAY 2026

***WHEREAS**, each May, our nation honors the rich heritage, diverse cultures, and countless contributions of Asian American and Pacific Islander communities. From the earliest immigrants who helped build the foundations of our country to the innovators, artists, public servants, and leaders shaping our future, AAPI Americans have strengthened the United States in every field of human endeavor; and*

***WHEREAS**, the AAPI community encompasses a vast array of histories and traditions, representing cultures from East Asia, South Asia, Southeast Asia, and the Pacific Islands. These communities have enriched our national story with languages, faiths, cuisines, arts, and values that reflect the full breadth of the American experience. Their achievements remind us that our nation's strength has always come from its diversity; and*

***WHEREAS**, as we observe Asian American and Pacific Islander Heritage Month, we celebrate the generations who have contributed to our nation's progress and the young people who continue to shape its future. Their resilience, creativity, and leadership embody the promise of America.*

***NOW, THEREFORE, I, Dionne Adams**, do hereby proclaim May 2026 as Asian American and Pacific Islander Heritage Month. I call upon all Americans to learn more about the history, cultures, and contributions of AAPI communities and to honor their role in strengthening the fabric of our nation*



Dionne Adams, Mayor

Alice E. Evenson, City Clerk



## STAFF REPORT

**MEETING DATE:** May 4, 2026

**TO:** Mayor and Council Members

**FROM:** Darin E. Gale, City Manager  
Jennifer Brizel, Human Resources Director  
LaShonda Smith, Senior Human Resources Analyst

**SUBJECT:** Public Hearing for Compliance with Assembly Bill 2561 of 2024/Government Code Section 3502.3 Regarding Vacancies, Recruitment, and Retention Efforts

### **EXECUTIVE SUMMARY**

Assembly Bill 2561 of 2024 was signed into law requiring public agencies, including the City, to hold at least one public hearing per fiscal year to discuss vacancies, recruitment and retention efforts. This communication along with the public presentation discusses the City's legal obligations under the new law, which took effect January 1, 2025. This presentation is for informational purposes only regarding the status of the City's vacancies, recruitment and retention efforts.

### **FISCAL IMPACT**

There is no direct fiscal impact.

### **RECOMMENDATION**

Staff recommends that the City Council receive the presentation for informational purposes during the public hearing at which the City will report on workforce vacancies, recruitment, and retention efforts.

### **BACKGROUND**

AB 2561, signed into law in 2024, added Section 3502.3 to the Government Code. The law addresses the issue of job vacancies in local government, which adversely affects the delivery of public services and employee workload. Among other requirements, the law mandates that public agencies conduct a public hearing to present the status of vacancies, recruitment, and retention efforts before the agency's governing body at

least once per fiscal year prior to the adoption of the next fiscal year’s budget and identify any necessary changes to policies, procedures, and recruitment activities that may lead to obstacles in the hiring process.

**SUBCOMMITTEE FINDINGS**

This item was not reviewed by a subcommittee.

**STAFF ANALYSIS**

In compliance with the legal obligations, the City is required to do the following:

1. Public Hearing – Report on Vacancies: For the fiscal year of 2025/2026, the City’s annual average percentage of vacancies (i.e., regular, full-time equivalent) is 7.3%. The table below shows a breakdown of the percentage of vacancies at the end of each month:

FY25/26	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
# Vacancies	31	27	28	30	31	27	22	18	17	11	9	
Separations	1	5	4	3	2	3	1	1	0	0		
New Hires	5	4	2	2	6	4	5	2	6	2		
Promotions	2	0	0	0	0	1	1	2	1	0		
# Budgeted	312	312	312	312	312	312	312	312	312	312	312	312
% Vacancies	10	9	9	10	10	9	7	6	5	4		

2. Employee Organization Participation: Allow the recognized employee organization for each bargaining unit at the City to make presentations during the public hearing concerning vacancies and recruitment and retention efforts. The Human Resources Department notified represented bargaining units at the City of the opportunity to present. (Gov. Code § 3502.3(b).)
3. Additional Reporting for High Vacancy Rates: If vacancies within a single bargaining unit meet or exceed 20% of authorized full-time positions in that bargaining unit, upon request of the recognized employee organization for that bargaining unit, the City must provide additional information during the public hearing, including the following: (1) the total number of vacancies within the bargaining unit; (2) the number of applicants; (3) the average number of days to fill positions; and (4) opportunities to improve compensation and working conditions for employees in the bargaining unit. (Gov. Code § 3502.3(c).)

For the fiscal year of 2025/2026 there is a vacancy rate of less than 20 percent overall and by bargaining unit, which is summarized below:

<b>Current Vacancy Rate as of 5/1/2026</b>	
<b>Bargaining Unit</b>	<i>Annual Percentage</i>
International Brotherhood of Electrical Workers, Local 1245 (IBEW)	0%
American Federation of State, County, and Municipal Employees (AFSCME), Miscellaneous A	2%
American Federation of State, County, and Municipal Employees (AFSCME), Management, Professional & Confidential	1.3%
Pittsburg Police Officers Association (POA)	*4%
Pittsburg Police Managers Group (PMG)	0%
Teamsters, Local 856	3.3%
<b>Unrepresented Groups</b>	
Senior Executive Team	14%
Management	11%

\*Three Police Officer vacancies are “underfilled” by Police Officer Trainees (tentative graduation in July 2026).



## STAFF REPORT

**MEETING DATE:** May 4, 2026

**TO:** Mayor and Council Members

**FROM:** Darin E. Gale, City Manager  
Jordan Davis, Director, Community & Economic Development  
Maurice Brenyah-Addow, Senior Planner

**SUBJECT:** Introduction and Waive First Reading of an Ordinance Amending Section 5.22.100 of the Pittsburg Municipal Code Regarding Prize Value Limit for Bingo Games for Charity

### **EXECUTIVE SUMMARY**

State law regulates bingo gaming held to raise money for charity, requiring that these games comply with extensive limitations on the prize value(s). State law, as amended in 2009, sets forth a maximum prize value limit of \$500, while the Pittsburg Municipal Code (PMC) establishes a limit of \$250. The proposed ordinance would amend the PMC to match state limits.

### **FISCAL IMPACT**

There is no fiscal impact related to the adoption of this ordinance.

### **RECOMMENDATION**

Staff recommends the City Council open the public hearing, take public comment, close the public hearing, and take the following action:

Introduce, waive first reading, and pass to second reading, an ordinance amending Section 5.22.100 of the PMC to increase the per bingo game prize limit from \$250 to \$500.

### **BACKGROUND**

In 1977, the Pittsburg City Council adopted Ordinance 77-701, establishing a per-game

prize limit for bingo games of \$250. Since its adoption in 1977, the existing \$250 prize limit has remained unchanged, although state law increased the limit in 2009 to \$500 (California Penal Code Section 326.5).

### Winners Bingo Facility (King Youth Sports Organization)

On April 24, 1990, the Planning Commission adopted Resolution No. 8379, approving a use permit allowing for a bingo hall at 961 Garcia Avenue, Suites E & F. The bingo facility is currently operated by King Youth Sports, a 501(c)(3) non-profit organization and public charity.

As part of the charity function for King Youth Sports, they provide monetary contributions towards local community groups and organizations. In February 2026, King Youth Sports provided \$3,000 to Da Bigger Picture Foundation, established by Najee Harris, in support of their community outreach efforts, and in March 2026, donated \$5,000 to the Pittsburg Jr. Pirates Youth Football and Cheer Program to support local youth athletics and development.

### **SUBCOMMITTEE FINDINGS**

The proposed amendment was presented to the Community and Economic Development Subcommittee meeting on March 12, 2026. The subcommittee generally supported staff bringing this item forward to the City Council for consideration.

### **STAFF ANALYSIS**

Several Contra Costa cities allow a \$500 per-game prize value limit or incorporate Penal Code Section 326.5 by reference, which effectively allows the current state maximum of \$500. Adopting an ordinance to amend the PMC to raise the prize value limit for a bingo game to \$500 and align the City with the bingo game prize value of surrounding cities while complying with state law.

Environmental: This amendment of the PMC 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 text changes that would not result in a physical impact on the environment.

### **ATTACHMENTS:**

1. Ordinance (PMC Section 5.22.100 - Prizes Bingo Games for Charity)
2. Comparison Matrix

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending Section 5.22.100 of )  
The Pittsburg Municipal Code )  
Regarding Prize Limit for Bingo )  
Games for Charity )

ORDINANCE NO. 26-

WHEREAS, state law regulates bingo games with cash prizes and allows charitable bingo games by specified entities so long as extensive requirements are met, including a limit on the value of the prize; and

WHEREAS, in 2009 the state legislature raised the prize value maximum from \$250 to \$500; and

WHEREAS, the Pittsburg Municipal Code limits the bingo game prize value to \$250, an amount that was established in 1977; and

WHEREAS, community members have requested the City to raise the prize value limit.; and

NOW, THEREFORE, the City Council of the City of Pittsburg does ORDAIN as follows: (new language in **bold italic**, deleted language in ~~strike through~~)

SECTION 1. Amendment

Section 5.22.100 Prizes. Section 5.22.100 of the Pittsburg Municipal Code is hereby amended to read as follows:

The total value of prizes awarded during the conduct of any bingo game shall not exceed ~~\$250.00~~ **\$500.00** in cash or kind, or both, for each separate game which is held.

SECTION 2. 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 3. 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 May 4, 2026, and was adopted and ordered published at a regular meeting of the City Council held on \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

\_\_\_\_\_  
Dionne Adams, Mayor

ATTEST:

\_\_\_\_\_  
Alice E. Evenson, City Clerk

Attachment 2

<b>City</b>	<b>Local Code Structure</b>	<b>Per-Game Prize Limit</b>	<b>Notes</b>
Pittsburg	PMC 5.22.100 (current)	\$250	Proposed amendment would increase to \$500 per game
Antioch	Express municipal code provision	\$500	Expressly allows \$500 per game (state maximum)
Concord	Express municipal code provision	\$500	Expressly allows \$500 per game
Richmond	Express municipal code provision	\$500	Expressly allows \$500 per game
Danville	Incorporates Penal Code §326.5 by reference	Up to \$500 (state max)	Tracks state maximum automatically
Pinole	Structured pursuant to Penal Code §326.5	Up to \$500 (state max)	Framework based on state statute
Pleasant Hill	Municipal code provision	Not specified per game	Stricter than state maximum
Martinez	Municipal code provision	\$250	Stricter local cap
San Pablo	Municipal code provision	\$250	Stricter local cap
San Ramon	Municipal code provision	\$250	Stricter local cap



## STAFF REPORT

**MEETING DATE:** May 4, 2026

**TO:** Mayor and Council Members

**FROM:** Darin E. Gale, City Manager  
Melaine Venenciano, Director of City Clerk Services

**SUBJECT:** Future Agenda Item To Review and Update the City Council's Policies and Procedures and Update Recusal Protocol and Guidance for Councilmembers Regarding Conflicts of Interest, Brown Act Considerations, Disclosure Obligations, and the Process for Obtaining Proactive Advice from the City Attorney

### **EXECUTIVE SUMMARY**

At the April 20, 2026 City Council meeting, Mayor Adams requested a future agenda item related to reviewing and updating the Council's recusal protocol and guidance for Councilmembers regarding conflicts of interest, Brown Act considerations, disclosure obligations, and the process for obtaining proactive advice from the City Attorney.

### **FISCAL IMPACT**

The City Manager's Office will staff the ad hoc subcommittee in conjunction with the City Attorney's Office to oversee this effort. Staff does not anticipate any significant fiscal impact.

### **RECOMMENDATION**

Authorize staff time and resources to recommend updates to the City Council policies and procedures, specifically to review and revise the Council's recusal protocol and related guidance for Councilmembers. This update should address conflicts of interest, Brown Act considerations, disclosure obligations, the process for obtaining proactive advice from the City Attorney, and any other components necessary to support this policy. Additional minor amendments to Council policies and procedures, can be

identified by the subcommittee and included in the recommended changes to the Council Policy and Procedures Handbook.

## **BACKGROUND**

Pursuant to the City Council Handbook, a Council Member may make a request under the Requests for Future Agenda Items section of the agenda. The item will be added pursuant to a majority vote in favor.

Outline for Request for Future Agenda Items:

1. Request by Council Member for future item – must be moved and seconded.
2. Staff returns at next available regularly scheduled meeting with information on item and will be listed under Consideration. Council makes determination as to viability of consideration of item and may take action at that time, or direct staff to return at scheduled future meeting with item for consideration.

City Council concurrence that staff time or City resources be spent on an item does not signify approval of the item, just that the City Council wishes to have it studied further and the Council may, at any time, decide not to pursue the item further.

## **SUBCOMMITTEE FINDINGS**

This item was not presented to a subcommittee.

## **STAFF ANALYSIS**

During the April 20, 2026 meeting, Mayor Adams brought this item forward and made a motion to have it be a future agenda item and Vice Mayor Lopez seconded. If the City Council authorizes staff time and resources, the City Manager will proceed with forming an ad hoc subcommittee, consisting of two Councilmembers, to provide feedback and direction.

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

**DATE:** April 20, 2026

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

**CITY COUNCIL/AGENCY MEMBERS**

Dionne Adams, Mayor/Chair  
Angelica Lopez, Vice-Mayor/Chair  
Juan Antonio Banales, Council/Agency Member  
Arlene Kobata, Council/Agency Member  
Jelani Killings, Council/Agency Member  
S.L. Floyd, Agency Member  
Annie Hill Herring, Agency Member

**APPOINTED OFFICIALS**

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

Mayor Adams called the regular meeting to order at 7:18 P.M. in the Council Chamber at City Hall, 65 Civic Avenue Pittsburg, CA. after having convened at 6:30 P.M. for a special meeting for the Draft 5 Year Capital Improvement Program Workshop.

**ROLL CALL**

All Members were present.

After Roll Call, Mayor Adams called for a Five (5) minute recess. Council reconvened at 7:25 P.M.

**PLEDGE OF ALLEGIANCE**

Mayor Adams led the Pledge of Allegiance.

**PROCLAMATIONS**

2. Think Pittsburg – Blue Planet
3. Recognize the 2026 Youth Hall of Fame Award Recipients
4. Second Chance Month
5. National Library Week
6. Earth Day and Civic Pride Day
7. Arbor Day

## **PUBLIC COMMENTS**

Kim Hardester spoke about the Pittsburg Library, the events and support they receive.

## **CITY MANAGER REPORTS/REMARKS**

City Manager Gale gave kudos to Environmental Services staff for a great Civic Pride event. He also invited the Community to the Neighborhood Improvement Team meetings, with the first one taking place on Wednesday, April 22<sup>nd</sup> at 6:00 P.M. at Giacomelli Park and one taking place on Saturday, April 25<sup>th</sup> at 10:00 A.M. at the Marina Community Center.

## **COMMITTEE REPORTS**

Member Kobata attended the Los Medanos Health Advisory Committee meeting and the MCE Committee meeting.

Vice Mayor Lopez attended the Community and Economic Development Subcommittee meeting.

## **COMBINED CITY COUNCIL AND SUCCESSOR AGENCY CONSIDERATION**

8. Adoption of a City Council Resolution Approving the Technology Disruption, Decorum, and Disruptive Behavior Policy for City Council Meetings in Compliance with the Ralph M. Brown Act

On Motion by Mayor Lopez, seconded by Member Kobata and adopted unanimously.

9. Adoption of a Successor Agency to the Redevelopment Agency of the City of Pittsburg Resolution Authorizing the 2026 Tax Allocation Refunding Bonds, Series A and B

On Motion by Member Killings, seconded by Member Banales and adopted unanimously.

10. Adoption of a City Council Minute Order to Approve the City Council Strategic Plan for Fiscal Year 2026-27

On Motion by Member Banales, seconded by Member Killings and adopted unanimously, with additions to the plan introduced at the dais to be brought back for approval at a future meeting.

## **CONFLICT OF INTEREST STATEMENT**

Member Kobata recused herself from Consent Calendar item #13 due to real property interest.

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

On Motion by Member Banales, seconded by Mayor Adams and adopted unanimously

11. Minutes of April 6, 2026

12. Adoption of a City Council Resolution Authorizing the Execution of an Agreement between the City of Pittsburg and Contra Costa County for Project 2052-Delta De Anza Multimodal Trail Safety Improvements
13. Adoption of a City Council Resolution Approving a List of Projects to be Funded by Senate Bill 1, the Road Repair and Accountability Act of 2017, for Fiscal Year 2026/27
14. Adoption of a City Council Resolution Accepting the General Plan Annual Progress Report for Calendar Year 2025 and Authorizing Submittal of the Report to the Governor's Office of Land Use and Climate Innovation, State Department of Housing and Community Development, and Contra Costa Transportation Authority
15. Adoption of a City Council Resolution Authorizing Submittal of Applications to the Bay Area Air Quality Management District Bay REPAIR Grant Program, Negotiation and Execution of Required Partnership and Grant Agreements, and Acceptance of Any Awarded Funds

### **COUNCIL REQUEST FOR FUTURE AGENDA ITEMS**

Mayor Adams requested a future City Council agenda item to review and update the Council's recusal protocol and guidance for Councilmembers regarding conflicts of interest, Brown Act considerations, disclosure obligations, and the process for obtaining proactive advice from the City Attorney. The goal is to ensure clear, consistent procedures that protect both Councilmembers and the City.

On Motion by Mayor Adams, seconded by Vice Mayor Lopez and carried unanimously

### **COUNCIL MEMBER REMARKS**

There were no Council Member remarks.

### **ADJOURNMENT**

The meeting adjourned at 9:00 P.M. to May 4, 2026.

Respectfully submitted,

Alice E. Evenson, City Clerk



## STAFF REPORT

**MEETING DATE:** May 4, 2026

**TO:** Mayor and Council Members

**FROM:** Darin E. Gale, City Manager  
John Samuelson, Director of Public Works/City Engineer  
Sharon Paz, Administrative Analyst II

**SUBJECT:** Adoption of a City Council Resolution Directing the City Engineer to Prepare and File an Annual Report for Citywide Landscaping and Lighting Assessment District 1988-1 for Fiscal Year 2026/27

### **EXECUTIVE SUMMARY**

Directing the City Engineer as the Engineer of Work to prepare and file the Engineer's Report, which is the first of three steps in the annual renewal process for the Citywide Landscaping and Lighting Assessment District 1988-1 (Citywide LLAD 1988-1). Upon receipt and approval of the Engineer's Report, the City Council may order assessments to be placed on the county tax roll. Revenue collected through this district is essential to fund landscaping and lighting operations in Citywide LLAD 1988-1.

### **FISCAL IMPACT**

The fiscal impact of levying Fiscal Year 2026/27 assessments will be determined during the Engineer's Report review.

### **RECOMMENDATION**

City Council approve the attached resolution directing the City Engineer to prepare and file the Fiscal Year 2026/27 report for Citywide Landscaping and Lighting Assessment District 1988-1.

## **BACKGROUND**

In June 1988, the City Council confirmed the Engineer's Report, ordered improvements, and levied the first annual assessment for Citywide LLAD 1988-01.

The funds collected annually pay for a portion of landscaping and lighting operations citywide. Services include the following:

- Street median and right-of-way landscaping maintenance;
- All park maintenance;
- Street tree maintenance;
- Sidewalk repair related to street tree damage; and
- Street light maintenance and energy costs.

## **SUBCOMMITTEE FINDINGS**

This item was not reviewed by a subcommittee.

## **STAFF ANALYSIS**

State law requires an annual renewal of assessments in the District. The first step is for the City Council to direct the City Engineer to prepare and file an annual report. The preliminary report will be submitted for City Council consideration in June.

Fiscal Year 2026/27 will see a significant increase in Citywide LLAD 1988-1 landscape maintenance responsibilities and expenditures. Increased scope includes:

### Landscaping and Lighting

1. California Ave. BART path (from Railroad Ave. to Harbor Rd.)
2. Bliss Ave. BART path (from Railroad Ave. to the BART Parking Lot)
3. Premier Field
4. Central Harbor Park (increased due to improvements)

### Landscaping

1. BART Multi-Modal Basin (NW corner of California Ave. and Harbor Rd.)
2. Former IPM demonstration garden at 65 Civic Ave. (City Hall)
3. Median and right-of-way on Buchanan Rd. east of Meadows Ave.
4. Rights-of-way on Siena Village Dr. and Avellino Rd. relating to the San Marcos 16 & 17 land development projects.
5. John S. Bryant Park (partial landscape maintenance)

Following preparation of the annual Engineer's Report, the City Council will consider adoption of a resolution of intention to levy and collect assessments within the district. In July, the City Council will hold a public hearing prior to considering confirming Citywide LLAD 1988-1 and levying the annual assessments.

ATTACHMENTS: Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Directing the City Engineer to Prepare )  
And File an Annual Report for Citywide )  
Landscaping and Lighting Assessment )  
District 1988-1 for Fiscal Year 2026/27 )

RESOLUTION NO. 26-

WHEREAS, in June 1988, the City Council adopted Resolution No. 88-7324, accepting the Engineer's Report, ordering improvements, and levying the first annual assessment for Citywide Landscaping and Lighting District 1988-1 (Citywide LLAD 1988-1); and

WHEREAS, the assessments collected annually pay for a portion of the landscaping and lighting operations throughout the city. Services include street median and right-of-way landscaping maintenance, park and street tree maintenance, sidewalk repair related to street tree damage, street light maintenance and energy costs; and

WHEREAS, Section 22622 of the California Streets and Highways Code requires the City Council to annually adopt a resolution generally describing any proposed new improvements or any substantial changes in existing improvements to be included for the determination of annual assessments levied for any existing assessment district created under the Landscaping and Lighting Act of 1972; and

WHEREAS, increased scope of landscaping and lighting includes: California Ave. BART path, Bliss Ave. BART path, Premier Field, and Central Harbor Park; and

WHEREAS, increased scope of landscaping includes: BART Multi-Modal Basin, the former IPM demonstration garden at 65 Civic Ave., the median and right-of-way on Buchanan Rd. east of Meadows Ave., the rights-of-way on Siena Village Dr. and Avellino Rd. relating to the San Marcos 16 and 17 land development projects, and John S. Bryant Park; and

WHEREAS, Section 22622 further requires that the City Council order the preparation of an Engineer's Report prior to declaring their intention to levy annual assessments for any district.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby directs the City Engineer to prepare and file with the City Clerk an annual report for Fiscal Year 2026/27 in accordance with Section 22622 of the Act.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 4th day of May 2026, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

\_\_\_\_\_  
Dionne Adams, Mayor

\_\_\_\_\_  
Alice E. Evenson, City Clerk



## STAFF REPORT

**MEETING DATE:** May 4, 2026

**TO:** Mayor and Council Members

**FROM:** Darin E. Gale, City Manager  
John Samuelson, Director of Public Works/City Engineer  
Sharon Paz, Administrative Analyst II

**SUBJECT:** Adoption of a City Council Resolution Directing the City Engineer to Prepare and File an Annual Report for Oak Hills Landscaping and Lighting Assessment District 1988-2 for Fiscal Year 2026/27

### **EXECUTIVE SUMMARY**

Directing the City Engineer as the Engineer of Work to prepare and file the Engineer's Report, which is the first of three steps in the annual renewal process for the Oak Hills Landscaping and Lighting Assessment District 1988-2 (Oak Hills LLAD 1988-2). Upon receipt and approval of the Engineer's Report, the City Council may order assessments to be placed on the county tax roll. Revenue collected through this district is necessary to fund landscaping and lighting operations in Oak Hills LLAD 1988-2.

### **FISCAL IMPACT**

The fiscal impact of levying FY 2026/27 assessments will be determined during the Engineer's Report review.

### **RECOMMENDATION**

City Council approve the attached resolution directing the City Engineer to prepare and file the FY 2026/27 report for Oak Hills LLAD 1988-2.

## **BACKGROUND**

In June 1988, the City Council adopted Resolution No. 88-7322, accepting the Engineer's Report, ordering improvements, and levying the first annual assessment for the Oak Hills LLAD 1988-2.

Services include the following:

- Street median and right-of-way landscaping maintenance;
- Street tree maintenance;
- Sidewalk repair related to street tree damage; and
- Streetlight maintenance and energy costs.

## **SUBCOMMITTEE FINDINGS**

This item was not reviewed by a subcommittee.

## **STAFF ANALYSIS**

State law requires an annual renewal of assessments in Oak Hills LLAD 1988-2. The first step is for the City Council to direct the City Engineer to prepare and file an annual report. A preliminary report will be submitted for City Council review in June.

Following presentation of the annual Engineer's Report, the City Council will consider adopting a resolution of intention to levy and collect assessments within the district. In July, the City Council will hold a public hearing prior to considering levying the annual assessments.

ATTACHMENTS:      Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Directing the City Engineer to Prepare )  
And File an Annual Report for Oak Hills )  
Landscaping and Lighting Assessment )  
District 1988-2 for Fiscal Year 2026/27 )

RESOLUTION NO. 26-

WHEREAS, in June 1988, the City Council adopted Resolution No. 88-7322, accepting the Engineer's Report, ordering improvements, and levying the first annual assessment for Oak Hills Landscaping and Lighting District 1988-2; and

WHEREAS, the assessments collected annually pay for a portion of the landscaping and lighting operations in the Oak Hills District. Services include street median and right-of-way landscaping maintenance, street tree maintenance, sidewalk repair related to street tree damage, street light maintenance and energy costs; and

WHEREAS, Section 22622 of the California Streets and Highways Code requires the City Council to annually adopt a resolution generally describing any proposed new improvements or any substantial changes in existing improvements to be included for the determination of annual assessments levied for any existing assessment district created under the Landscaping and Lighting Act of 1972; and

WHEREAS, there are no proposed new improvements or any substantial changes in the existing improvements to the Oak Hills Landscaping and Lighting Assessment District 1988-2; and

WHEREAS, Section 22622 further requires that the City Council order the preparation of an Engineer's Report prior to declaring their intention to levy annual assessments for any district.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby directs the City Engineer to prepare and file with the City Clerk an annual report for Fiscal Year 2026/27 in accordance with Section 22622

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 4th day of May 2026, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

\_\_\_\_\_  
Dionne Adams, Mayor

ATTEST:

\_\_\_\_\_  
Alice E. Evenson, City Clerk



**STAFF REPORT**

**MEETING DATE:** May 4, 2026

**TO:** Mayor and Council Members

**FROM:** Darin E. Gale, City Manager  
John Samuleson, Public Works Director/City Engineer  
Tina Tan, Assistant Engineer

**SUBJECT:** Adoption of a City Council Resolution Accepting Project 1754 - City Park Restroom Facility Phase II as Complete, Authorizing the City Engineer to execute a change order, and Authorizing the City Engineer to File a Notice of Completion

**EXECUTIVE SUMMARY**

Phase II of Project 1754 – City Park Restroom Facility (Project) included the demolition and replacement of the existing restroom located on Davi Avenue at Pittsburg’s City Park. The Project utilized an existing Sourcewell Cooperative Purchasing Contract that complies with the City's contracting ordinance to procure and install the restroom facility. Adoption of this resolution will accept the construction contract as complete, authorize the City Engineer to execute a change order, and authorize the City Engineer to file a Notice of Completion.

**FISCAL IMPACT**

The total expenditures for Phase II of the Project are projected to be \$296,000, including a pending change order for \$4,222. Funding was provided by ARPA Funds and General Fund. No additional funds are being requested.

The CIP project sheet is attached to this report.

**RECOMMENDATION**

Staff recommends that the City Council adopt the attached Resolution accepting the Project as complete, authorizing the City Engineer to execute a change order in the

amount of \$4,222, and authorizing the City Engineer to file a Notice of Completion.

## **BACKGROUND**

On June 17, 2024, the City Council adopted Resolution No. 24-14499, approving the allocation of \$1,250,000 ARPA Funds to the Project.

On October 21, 2024, the City Council adopted Resolution No. 24-14550, authorizing the City Manager to execute a contract with Romtec for the purchase and installation of two new restroom buildings at Pittsburg's City Park. However, when the total cost of the project was reviewed, it was determined that there were not enough funds available to complete the Project. The City went forward with a smaller project.

On August 18, 2025, the City Council adopted Resolution 25-14668 accepting the smaller project as complete at a total cost of \$1,055,300 for construction of the eight-stall restroom.

On November 3, 2025, the City Council approved Resolution No. 25-14703, awarding a construction contract to Romtec Inc. in the amount of \$260,063 for Phase II of the Project and allocating an additional \$90,000 from the General Fund to the Project.

On April 2, 2026, the contractor completed construction of the Project.

## **SUBCOMMITTEE FINDINGS**

This item was not presented to a subcommittee.

## **STAFF ANALYSIS**

Phase II of the Project successfully demolished and replaced the outdated two-stall restroom building at City Park, significantly enhancing the park's overall accessibility and convenience for visitors. The upgrades addressed key issues such as vandalism, misuse, and inadequate lighting, while improving restroom accommodation for guests utilizing the park's diverse amenities.

During construction, one contract change order was needed for additional electrical work, resulting in an increase of \$4,222 and bringing the total contract amount to \$264,285.

ATTACHMENTS:      Resolution  
                             CIP Project Sheet

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting Project 1754 - City Park	)	
Restroom Facility Phase II as Complete	)	RESOLUTION NO. 26-
Authorizing the City Engineer to Execute	)	
A Change Order, And Authorizing the City	)	
<u>Engineer to File a Notice of Completion</u>	)	

WHEREAS, Phase II of Project 1754 – City Park Restroom Facility (Project) included the demolition and replacement of the existing restroom located on Davi Avenue at Pittsburg’s City Park with a new two-stall Romtec restroom facility; and

WHEREAS, Romtec Inc was solicited for restroom installation through Sourcewell Cooperative Purchasing Contract No. 081721-RMT, which provides competitive bidding equivalent to or exceeding the requirements in the City’s contracting ordinance; and

WHEREAS, on October 21, 2024, the City Council adopted Resolution No. 24-14550, authorizing the City Manager to execute a contract with Romtec for the purchase and installation of two new restroom buildings at Pittsburg’s City Park. However, when the total cost of the project was reviewed, it was determined that there were not enough funds available to complete the Project. As a result, the Project was scaled down; and

WHEREAS, on August 18, 2025, the City Council adopted Resolution 25-14668 accepting Phase I of the Project as complete at a total cost of \$1,040,095 for construction of the eight-stall restroom; and

WHEREAS, with a new fiscal year budget, on November 3, 2025, the City Council approved Resolution No. 25-14703, awarding a construction contract to Romtec Inc in the amount of \$260,063 for Phase II of the Project and allocating an additional \$90,000 from the General Fund to the Project; and

WHEREAS, on April 2, 2026, the contractor completed construction of the Project; and

WHEREAS, during construction, one contract change order was needed for additional electrical work, resulting in an increase of \$4,222.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby accepts the Project as complete, authorizes the City Engineer to execute a Change Order in the amount of \$4,222, and authorizes the City Engineer to file a Notice of Completion and file said document with the Office of the Recorder of the County of Contra Costa, State of California, within 10 days from the date hereof.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 4<sup>th</sup> day of May 2026, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

\_\_\_\_\_  
Dionne Adams, Mayor

ATTEST:

\_\_\_\_\_  
Alice E. Evenson, City Clerk

**Project Title:**

**Project #:**

**City Park Restroom Facility**

**1754**



**Project Category:** Park  
**Location:** City Park  
**Project Manager:** T. Tan  
**Project Priority:** 1A – Essential  
**Project Status:** Construction  
**Est. Completion Date:** 2025/26

**Description/Justification:**

This project will replace the existing double restroom on Davi Avenue at City Park with a new double restroom facility. The current restroom facility at City Park is outdated and could benefit from upgrading. City staff will evaluate different restroom manufacturers to analyze which restroom facility includes features to best address some of the current issues being experienced at this park such as vandalism, misuse, lighting, etc. This is the second phase of the City Park Restroom Facility Project restoration.

**Supplemental Information:**

None

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		Prior	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
101	<b>Staff Time</b>		\$ 10,000	\$ 17,504					\$ 27,504
2122	<b>Design</b>	\$ 5,850	\$ 16,208	\$ 612					\$ 22,670
2281	<b>Construction</b>		\$ 624,468	\$ 637,854					\$ 1,262,322
2372	<b>Administrative Overhead</b>		\$ 10,000	\$ 17,504					\$ 27,504
<b>TOTAL</b>		<b>\$ 5,850</b>	<b>\$ 660,676</b>	<b>\$ 673,474</b>					<b>\$ 1,340,000</b>
PROJECT FUNDING		Prior	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
298	<b>ARPA</b>	\$ 1,250,000							\$ 1,250,000
10	<b>General Fund</b>			\$ 90,000					\$ 90,000
<b>TOTAL</b>		<b>\$ 1,250,000</b>		<b>\$ 90,000</b>					<b>\$ 1,340,000</b>



## STAFF REPORT

**MEETING DATE:** May 4, 2026

**TO:** Mayor and Council Members

**FROM:** Darin E. Gale, City Manager  
John Samuelson, Public Works Director/City Engineer  
Gina Haynes, Assistant Director of Public Works-Engineering

**SUBJECT:** Adoption of a City Council Resolution Authorizing City Manager to Execute 2024 Safe Streets and Roads For All Grant Agreement with the United States Department of Transportation, Federal Highway Administration for Project 2472-Pittsburg Moves Active Transportation Plan Update

### **EXECUTIVE SUMMARY**

The City was awarded \$408,000 through the Safe Streets and Roads for All (SS4A) Grant (Program) for Project 2472- Pittsburg Moves Active Transportation Plan (ATP) and Americans with Disabilities Act (ADA) Transition Plan Updates (Project). This project will support the City's efforts to improve safety, accessibility, and mobility for all users of the transportation system.

### **FISCAL IMPACT**

The total Project budget is \$510,000, which includes \$102,000 in previously allocated Highway User Tax Account (HUTA) Gas Tax (Fund 201) funds to comply with the 20% non-federal match requirement.

The CIP Project Sheet is attached to this report.

### **RECOMMENDATION**

City Council adopt the attached Resolution authorizing the City Manager, or designee, to execute the grant agreement with the United States Department of Transportation (USDOT), Federal Highway Administration (FHWA) for the Project.

## **BACKGROUND**

The Program provides funding to public agencies to plan, develop, and implement projects that improve roadway safety for all users, including drivers, pedestrians, bicyclists, and transit users.

On August 28, 2024, the City applied for \$408,000 in SS4A Planning and Demonstration Grant funds for the Project. On October 21, 2024, the City Council adopted Resolution No. 24-14554 approving the application.

On November 15, 2024, the United States Department of Transportation (USDOT) awarded the City a grant in the amount of \$408,000.

On December 16, 2024, the City Council adopted Resolution No. 24-14583 accepting the grant and allocating \$102,000 in Highway User Tax Account (HUTA) Gas Tax (Fund 201) as the required local match, for a total Project budget of \$510,000.

## **SUBCOMMITTEE FINDINGS**

This item was presented to the Infrastructure and Transportation Subcommittee and the Community Advisory Commission on May 22, 2025 and July 2, 2025 respectively.

## **STAFF ANALYSIS**

The Active Transportation Plan was last updated in December 2020. The plan is not a static document but a living plan that evolves to reflect the needs of the community, environmental considerations, and state policies. Regular updates help identify and address gaps in the transportation network, ensuring safe and convenient access for all users.

The ADA Transition Plan requires that public entities reasonably modify their policies, practices, or procedures to prevent discrimination against individuals with disabilities. Updating the ADA Transition Plan assists the City in identifying physical barriers to accessibility and developing solutions to remove them, ensuring equitable access for all individuals.

The City was awarded a total of \$408,000 in Program funding to update both plans. Approval of the proposed Resolution will authorize the City Manager, or designee, to execute a grant agreement for the Project, allowing the City to advance planning efforts that improve safety, accessibility, and mobility for all users.

ATTACHMENTS: Resolution  
CIP Project Sheet  
Grant Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing City Manager to Execute )  
2024 Safe Streets and Roads for All )  
Grant Agreement With the United States )  
Department of Transportation, Federal )  
Highway Administration )

RESOLUTION NO. 26-

WHEREAS, the United States Department of Transportation (USDOT), Federal Highway Administration (FHWA) Safe Streets and Roads for All (SS4A) Program awards funding to public agencies to plan, fund, and implement projects that make road infrastructure safer for all users, including drivers, pedestrians, cyclists, and transit users; and

WHEREAS, on August 28, 2024, the City applied for \$408,000 through the SS4A Program for Project 2472-Pittsburg Moves Active Transportation Plan (ATP) and Americans with Disabilities Act (ADA) Transition Plan Updates (Project); and

WHEREAS, on October 21, 2024, the City Council adopted Resolution No. 24-14554 approving the application for SS4A Planning and Development Grant funds in the amount of \$408,000; and

WHEREAS, on November 15, 2024, USDOT awarded the City a grant in the amount of \$408,000; and

WHEREAS, on December 16, 2024, the City Council adopted Resolution No. 24-14583 accepting the grant and allocating \$102,000 in HUTA Gas Tax (Fund 203) local funds to the Project, for a total Project budget of \$510,000;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the Grant Agreement with the United States Department of Transportation, Federal Highway Administration, and any other documents necessary for the administration of the Project.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 4th day of May 2026, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

\_\_\_\_\_  
Dionne Adams, Mayor

\_\_\_\_\_  
Alice E. Evenson, City Clerk

**Project Title:**

**Project #:**

**Pittsburg Moves Active Transportation Plan Update**

**2472**



<b>Project Category:</b>	Community Facilities
<b>Location:</b>	Citywide
<b>Project Manager:</b>	M. Mena
<b>Project Priority:</b>	1B – Essential
<b>Project Status:</b>	Preliminary
<b>Est. Completion Date:</b>	2025/26

**Description/Justification:**

The Pittsburg Moves Active Transportation Plan (ATP) was last updated in December 2020. The Pittsburg Moves ATP is not a one-time document, but a living plan that is constantly evolving to reflect the needs of the community, environmental considerations, and state policies. Regular updates to the Pittsburg Moves ATP can help address gaps in the transportation network, particularly in underserved areas, ensuring that all residents, regardless of income or physical ability, have access to safe and convenient transportation options.

The Americans with Disabilities Act (ADA) states that a public entity must reasonably modify its policies, practices, or procedures to avoid discrimination against people with disabilities. Updating the ADA Transition Plan will assist the City of Pittsburg, its City Council and staff in identifying policy, programmatic, and physical barriers to accessibility and in developing barrier removal solutions that will facilitate the opportunity of access to all individuals. This includes, but is not limited to, sidewalks, curb ramps, buildings and other city owned facilities.

**Supplemental Information:**

On November 15, 2024, USDOT awarded the City an Safe Streets for All (SS4A) 2024 Planning and Demonstration Grant in the amount of \$408,000 to update the Pittsburg Moves ATP and ADA Transition Plans.

PROJECT FINANCING	CURRENT		PROPOSED					TOTAL
PROJECT EXPENDITURES	Prior	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
1101 Staff Time			\$ 20,000					\$ 20,000
2122 Design			\$ 470,000					\$ 470,000
2372 Administrative Overhead			\$ 20,000					\$ 20,000
<b>TOTAL</b>								<b>\$ 510,000</b>
PROJECT FUNDING	Prior	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
Federal/State Funding		\$ 408,000						\$ 408,000
203 HUTA		\$ 102,000						\$ 102,000
<b>TOTAL</b>		<b>\$ 510,000</b>						<b>\$ 510,000</b>

**1. Federal Award No.**

693JJ32640449

**2. Effective Date**

See No. 16 Below

**3. Assistance**

**Listings No.**  
20.939

**4. Award To**

City of Pittsburg  
65 Civic Avenue  
Pittsburg, CA 94565

**5. Sponsoring Office**

U.S. Department of Transportation  
Federal Highway Administration  
Office of Safety  
1200 New Jersey Avenue, SE  
HSSA-1, Mail Drop E71-117  
Washington, DC 20590

Unique Entity Id.: DS5LP1EQ6Z95

TIN No.: 94-6000395

**6. Period of Performance**

36 Months from the Effective Date of Award

**7. Total Amount**

Federal Share:	\$408,000.00
Recipient Share:	\$102,000.00
Other Federal Funds:	\$0
Other Funds:	\$0
Total:	\$510,000.00

**8. Type of Agreement**

Action Plan Grant

**9. Authority**

Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117-58, November 15, 2021)

**10. Procurement Request No.**

HSA250500PR

**11. Federal Funds Obligated**

\$408,000.00

**12. Submit Payment Requests To**

See Article 5.

**13. Accounting and Appropriations Data**

15X0176E50.0000.055SR50500.5592000000.4101  
0.61006600.0000000000.0000000000.0000000000.  
0000000000

**14. Description of the Project**

The project will update safety elements for our Active Transportation Plan (ATP), and create an American with Disabilities Act (ADA) Transition Plan to be integrated in both the LRSP and the ATP.

**RECIPIENT**

**15. Signature of Person Authorized to Sign**

\_\_\_\_\_  
Signature Date  
Name: Darin Gale  
Title: City Manager

**FEDERAL HIGHWAY ADMINISTRATION**

**16. Signature of Agreement Officer**

\_\_\_\_\_  
Signature Date  
Name: Tamiko Aikens  
Title: Agreement Officer

**U.S. DEPARTMENT OF TRANSPORTATION**

**GRANT AGREEMENT UNDER THE  
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation’s (the “**USDOT**”) Federal Highway Administration (the “**FHWA**”) and the City of Pittsburg (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“**SS4A**”) Grant for the Supplemental Safety Analysis for the City of Pittsburg.

The parties therefore agree to the following:

**ARTICLE 1  
GENERAL TERMS AND CONDITIONS**

**1.1 General Terms and Conditions.**

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All (“**SS4A**”) Grant Program,” dated November 4, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under “Fiscal Year 2024.” Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2  
APPLICATION, PROJECT, AND AWARD**

**2.1 Application.**

Application Title: Supplemental Safety Analysis for the City of Pittsburgh

Application Date: August 28, 2024

**2.2 Award Amount.**

SS4A Grant Amount: \$408,000.00

**2.3 Federal Obligation Information.**

Federal Obligation Type: Single

**2.4 Budget Period.**

Budget Period: See Section 6 of Page 1

**2.5 Grant Designation.**

Designation: Planning and Demonstration

**ARTICLE 3  
SUMMARY PROJECT INFORMATION**

**3.1 Summary of Project's Statement of Work.**

The project will be completed in one phase as follows:

**Goal No. 1: Update the ADA Transition Plan**

The primary purpose of the Americans with Disabilities Act (ADA) Transition Plan is to:

1. Enhance the pedestrian experience for all users, particularly those with disabilities.
2. Provide safe, accessible, and usable pedestrian facilities.
3. Ensure compliance with federal, state, and local regulations and standards.

The updated ADA Transition Plan will involve extensive outreach efforts to engage residents with disabilities and accessibility organizations to gather qualitative feedback on local safety concerns. The Plan will also include a detailed implementation schedule and cost analysis for the following key areas:

- **Curb Ramp Construction or Replacement Projects:** Based on resident requests.
- **Curb Ramp, Sidewalk, and Intersection Retrofits:** Integrated with street overlay projects or other street/sidewalk construction.
- **Curb Ramp, Sidewalk, and Intersection Retrofits:** Coordinated with private construction projects.
- **Essential Retrofits:** Curb ramps, sidewalks, and intersections identified as critical for mitigating accessibility barriers, per the final ADA Transition Plan.

- **Pedestrian Facility Improvements:** Street and sidewalk construction or retrofitting projects to enhance pedestrian facilities.
- **Signal Retrofit Projects:** Upgrades to pedestrian signals and traffic systems.
- **Roadway Widening Projects:** Expansions aimed at improving pedestrian accessibility.
- **Policy and Practice Adaptation:** Updating citywide policies to improve pedestrian experience in public rights-of-way.

**Goal No. 2: Update the Pittsburgh Moves Active Transportation Plan (ATP)**

The city will update its five-year-old Pittsburgh Moves Active Transportation Plan (ATP). This update will include:

- **Community Engagement:** Gathering input on active transportation issues through outreach and public participation.
- **Safety Measures:** Reviewing and improving crosswalks, bike lanes, and traffic calming devices to enhance safety.
- **Current Safety Standards and Technologies:** Incorporating the latest advancements, including enhanced signal timing for pedestrian crossings and protected bike lanes.
- **Integration with New Development:** Updating the ATP to reflect the city's growing commercial and industrial developments.

Work consists of updating planning reports. NEPA would not be applicable.

**3.2 Project’s Estimated Schedule.**

**Action Plan Schedule**

<b>Milestone</b>	<b>Schedule Date</b>
Planned Final Plan Publicly Available Date:	June 30, 2028
Planned SS4A Final Report Date:	July 31, 2028

**Supplemental Planning Schedule**

<b>Milestone</b>	<b>Schedule Date</b>
Planned Final Plan Publicly Available Date:	June 30, 2028
Planned SS4A Final Report Date:	July 31, 2028

**3.3 Project’s Estimated Costs.**

(a) Eligible Project Costs

<b>Eligible Project Costs</b>	
SS4A Grant Amount:	\$408,000.00

Other Federal Funds:	\$0
State Funds: HUTA	\$102,000.00
Local Funds:	\$0
In-Kind Match:	\$0
Other Funds:	\$0
<b>Total Eligible Project Cost:</b>	<b>\$510,000</b>

(b) [RESERVED]

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

## ARTICLE 4

### CONTACT INFORMATION

#### 4.1 Recipient Contact(s).

Gina Haynes  
Assistant Director of Public Works - Engineering  
65 Civic Avenue Pittsburg, CA 94565  
(925) 252 - 4273  
[ghaynes@pittsburgca.gov](mailto:ghaynes@pittsburgca.gov)

#### 4.2 Recipient Key Personnel.

Name	Title or Position
Gina Haynes	Assistant Director of Public Works - Engineering
Maria Ruiz Vega	Assistant Engineer

#### 4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager  
Federal Highway Administration  
Office of Safety  
HSSA-1, Mail Stop: E71-117  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
202-366-2822  
[SS4A.FHWA@dot.gov](mailto:SS4A.FHWA@dot.gov)

and

Agreement Officer (AO)  
Federal Highway Administration  
Office of Competitive Grants and Workforce Programs  
HACG-30, Mail Stop W51-232  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
202-493-2402  
[HCFASS4A@dot.gov](mailto:HCFASS4A@dot.gov)

and

Division Administrator -CA  
Agreement Officer's Representative (AOR)  
650 Capitol Mall, Ste. 4-100  
Sacramento, CA 95814  
916-498-5015  
[Hdaca@dot.gov](mailto:Hdaca@dot.gov)

and

Mike Shami  
California Division Office Lead Point of Contact  
Competitive Grant Manager  
650 Capitol Mall, Suite 4-100, Sacramento, CA 95814  
(916) 498-5853  
[Mike.shami@dot.gov](mailto:Mike.shami@dot.gov)

**ARTICLE 5**  
**USDOT ADMINISTRATIVE INFORMATION**

**5.1 Office for Subaward and Contract Authorization.**

USDOT Office for Subaward and Contract Authorization: FHWA Office of Competitive Grants and Workforce Programs

**SUBAWARDS AND CONTRACTS APPROVAL**

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

**5.2 Reimbursement Requests**

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient

use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

## **ARTICLE 6 SPECIAL GRANT TERMS**

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Supplemental Action Plans will be made publicly available and agrees that it will publish the final Supplemental Action Plans on a publicly available website.
- 6.5** There are no other special grant requirements.

**ATTACHMENT A  
PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** Citywide

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency and Reporting Deadline</b>
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

**ATTACHMENT B  
CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

**Scope:** N/A

**Schedule:** The original application listed a Proposed Project start and end dates of 01/01/2025 and 12/31/2027 for a total of 36 months. The start and end dates will change with Grant Agreement execution date, but the total length of time will stay the same.

**Budget:** N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
<b>Previously Incurred Costs (Non-Eligible Project Costs)</b>				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
<b>Future Eligible Project Costs</b>				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

**ATTACHMENT C**

[RESERVED]

**ATTACHMENT D**

[RESERVED]

**ATTACHMENT E  
LABOR AND WORK**

**1. Efforts to Support Good-Paying Jobs and Strong Labor Standards**

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
X	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. <i>(Identify the relevant actions from Attachment B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

**2. Supporting Narrative.**

## Efforts to Support Good-Paying Jobs and Strong Labor Standards

1. The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. (Describe those actions in the supporting narrative below.)

Updates to the City's 2040 General Plan include improvements within the Economic Development Element. Goal 6-4 is to: "Encourage a broad range of employment opportunities and expand educational and training opportunities to support residents finding high-quality, well-paid employment within the community."

Supporting policies associated with this goal include:

6-P-4.1: Increase job opportunities available in Pittsburg, so that residents may choose to work locally instead of commuting.

6-P-4.2: Attract and retain a broad base of businesses and industries to provide a variety of skilled jobs allowing career growth potential, while focusing on high-wage and/or high-sales tax producers.

6-P-4.3: Strengthen the City's role in promoting workforce development organizations and State of California approved apprenticeship programs that: provide adult and youth workforce development; adult retraining; and targeted services for unrepresented groups, such as at-risk workers, low-income youth and adults, women, individuals with disabilities and the homeless. Continue to support programs that address potential job gaps in growing industries, and current gaps throughout all industries, to match job training and workforce development with employment needs.

6-P-4.4: Maintain and improve public and private education in the Pittsburg area and encourage post-secondary training, education facilities, joint Labor/Management apprenticeship programs, and other programs to support a highly-skilled workforce.

6-P-4.5: Reduce barriers to employment by improving access to education, housing, transit, child care, and job training.

6-P-4.6: Encourage and incentivize employers to advertise locally to fill job openings, invest in workers' skill development and well-being, and provide living wages.

6-P-4.7: Ensure that economic development goals help promote a higher jobs-housing balance. 6-P-4.8: Encourage the creation and retention of middle-income employment.

Implementing actions include:

1. 6-A-4.a: Support creation of permanent base-level industrial and commercial sector employment opportunities to enable residents to find jobs near their homes that pay a living wage with career advancement.
2. 6-A-4.b: Work with regional economic and workforce development organizations and surrounding cities on job creation programs, educational programs, and workforce training programs of mutual interest and benefit.
3. 6-A-4.c: Invest in infrastructure, educational and skill development, and quality of life assets that support middle-income employment development.
4. 6-A-4.d: Encourage the development of measures that facilitate expansion of high technology business facilities that have the potential to create high-quality jobs likely to be filled by local residents.

5. 6-A-4.e: Encourage large regional employers to locate and expand into the City.
6. 6-A-4.f: Work directly with businesses and the development community to strategically develop or redevelop new employment generating sites.

**ATTACHMENT F  
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE**

**1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.**

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
X	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

**2. Supporting Narrative.**

The city complies with 2 CFR 200.216 as the project does not include telecommunications and/or video surveillance equipment. The city applies best practices in cybersecurity operations using firewalls, intrusion protection, multi-factor authentication, updating software and firmware regularly and limiting remote access for employees. Also risk assessment and audit are done regularly to determine security risks.

**ATTACHMENT G**

[RESERVED]



## STAFF REPORT

**MEETING DATE:** May 4, 2026

**TO:** Mayor and Council Members

**FROM:** Darin E. Gale, City Manager  
Darin Gale, City Manager  
Zuna Barker Portillo, Environmental Health and Safety Officer

**SUBJECT:** Adoption of a City Council Resolution Authorizing Local Enforcement Agency Assistance Grant Application and Acceptance of Grant Awards for FY 2026/2027 through FY 2031/2032

### **EXECUTIVE SUMMARY**

The Department of Resources Recycling and Recovery (CalRecycle) maintains a grant program to support the Local Enforcement Agency's (LEA) solid waste facilities permit and inspection programs. The Local Enforcement Assistance Grant application requires an updated City Council Resolution as part of its grant application.

### **FISCAL IMPACT**

Approval of this Resolution will provide the City annual grants ranging from \$10,000 to \$17,000 each over the next five years to supplement the Local Enforcement Agency's (LEA's) budget for equipment, supplies, training, technical support, outreach, and education related to solid waste facilities permit and inspection programs.

### **RECOMMENDATION**

City Council adopt the attached Resolution authorizing the submittal of the annual grant application through FY 2031/2032, authorizing the City Manager or Assistant City Manager to execute the applications in the name of the City and the Director of Finance to receive these funds.

## **BACKGROUND**

The City's LEA, the enforcement agency for local, state, and federal solid waste facilities permits and inspection programs within the City, is eligible to apply for Enforcement Assistance Grant funds administered by CalRecycle. These funds are intended to supplement existing budgets for LEA-related efforts and support.

## **SUBCOMMITTEE FINDINGS**

This item was not presented to any subcommittee.

## **STAFF ANALYSIS**

The grant application from CalRecycle will be for Grant Cycle EA-37, FY 2026/2031. The LEA is eligible for a grant award of approximately \$10,000 to \$17,000 for each grant cycle plus additional grant funds based on population and the number of active solid waste facilities. The amount of funds available for a grant to the City will depend on the number of grant applications received by CalRecycle as well as the funding available from the State.

CalRecycle regulations require that the funds be used to support permitting and inspection activities and be subject to record keeping per the Procedures and Requirement Guidelines.

The grant funds are intended to supplement—rather than replace—the existing Pittsburg LEA budget approved by CalRecycle, which supports maintaining the state certification of Pittsburg's LEA Program.

The attached Resolution authorizes staff to complete and file the application for grant fund EA-37 and subsequent grant applications through FY 2031-2032 to implement and carry out the purposes specified in the Enforcement Assistance Grant.

ATTACHMENT: Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Local Enforcement Agency )  
Assistance Grant Applications and )  
Acceptance of Grant Awards for FY )  
2026/2027 through FY 2031/2032 )

RESOLUTION NO. 26-

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs in furtherance of the State of California's efforts to reduce, recycle, and reuse solid waste generated in the State, thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, the people of the State of California have authorized the issuance of grants to individual and regional Local Enforcement Agencies (LEA) to carry out the Solid Waste Facilities Permit and Inspection Program pursuant to Public Resources Code sections 44001 et seq.; and

WHEREAS, CalRecycle has been delegated the responsibility for administering the LEA Grant, which includes procedures governing the application by and payment of grant funds to LEAs; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, grant application procedures require an applicant's governing body to authorize by resolution its approval for submittal of the grant application(s) identified below, and the designation by job title of the individual authorized to execute all grant documents on behalf of City of Pittsburg; and

WHEREAS, the City of Pittsburg is the LEA responsible for permitting, inspection, and enforcement duties within its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg authorizes the City of Pittsburg to apply for, receive, and administer the LEA Enforcement Assistance Grant from Fiscal Year 2026/2027 through Fiscal Year 2031/2032, as long as the City remains a certified LEA.

BE IT FURTHER RESOLVED, the City Manager is authorized to execute all necessary documents to secure and implement the grant, including negotiating and executing a grant agreement, and the Director of Finance is authorized to ensure compliance with CalRecycle's record-keeping requirements.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 4th day of May 2026, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

\_\_\_\_\_  
Dionne Adams, Mayor

\_\_\_\_\_  
Alice E. Evenson, City Clerk



## STAFF REPORT

**MEETING DATE:** May 4, 2026

**TO:** Mayor and Council Members

**FROM:** Darin E. Gale, City Manager  
John Samuelson, Public Works Director / City Engineer  
Jolan Longway, Development Services Supervisor

**SUBJECT:** Adoption of a City Council Resolution to Vacate a City Waterline Easement on Assessor's Parcel Number 088-161-028

### **EXECUTIVE SUMMARY**

To facilitate planned redevelopment occurring on the County-owned parcel at 2311 Loveridge Road, vacation of a City waterline easement is required to release the encumbrance on the property. The City waterline easement is no longer necessary and may be vacated.

### **FISCAL IMPACT**

The City does not currently maintain any portion of waterline within this property. There are no fiscal impacts to vacating this easement.

### **RECOMMENDATION**

City Council adopt the attached Resolution ordering the vacation of a waterline easement over and across Assessor's Parcel Number 088-161-028, a County-owned parcel.

### **BACKGROUND**

On November 30, 1961 the United States of America through the Administrator of General Services executed a quit claim deed conveying certain streets, water, and sewer easements within the general area formally known as the Camp Stoneman Main Garrison, to the City. On January 3, 1962 the City adopted Resolution 3665 accepting

the quit claim deed from the United States of America for street, water and sewer easements within the Camp Stoneman Garrison, recorded in Book 4027 at Pages 169 through 204, Contra Costa County Records.

### **SUBCOMMITTEE FINDINGS**

This item was not presented to a subcommittee.

### **STAFF ANALYSIS**

The County has plans to construct a new Recovery Center located in the south-east parking area of the campus. This waterline easement, which no longer contains City water infrastructure, encroaches into the area of the County's future project. Therefore, the County has requested the City vacate the waterline easement as shown in the attached Exhibit A.

California Streets and Highways Code, Sections 8000-8363 set forth the process the City is to use when vacating utilities and their easements under specified circumstances. Sections 8300 et. seq authorize a local agency to summarily vacate a public service easement, which includes a waterline, if the easement has been superseded by relocation. City-maintained waterlines serving the area have been relocated to Loveridge Road and East Leland Road. Pursuant to the provisions Section 8333, the City Council may summarily vacate the waterline easement by resolution without a public hearing.

ATTACHMENTS: Resolution  
Exhibit A – Waterline to be Vacated

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordering the Vacation of a Waterline )  
Easement Over and Across Assessor's )  
Parcel Number 088-161-028, a Parcel )  
Of Land Owned by Contra Costa County)

RESOLUTION NO. 26-

WHEREAS, a waterline easement was conveyed to the City of Pittsburg by a deed recorded on January 3, 1962 in Book 4027 at Pages 169 through 204; and

WHEREAS, the County has plans to construct a new Recovery Center located in the south-east parking area of the campus. This waterline easement, which no longer contains City water infrastructure, encroaches into the area of the County's future project; and

WHEREAS, City-maintained waterlines serving this area have been relocated to Loveridge Road and East Leland Road and, therefore, the County has requested the City vacate its real property interest in the waterline easement to release the encumbrance on the property; and

WHEREAS, pursuant to California Streets and Highways Code Chapter 4, Sections 8330-8336, the City Council may summarily vacate a public service easement where the easement has been superseded by relocation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby orders the vacation of the waterline easement on Assessor's Parcel Number 088-161-028 as shown on Exhibit A, pursuant to California Streets and Highways Code Chapter 4.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 4th day of May 2026, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

\_\_\_\_\_  
Dionne Adams, Mayor

ATTEST:

\_\_\_\_\_  
Alice E. Evenson, City Clerk





## STAFF REPORT

**MEETING DATE:** May 4, 2026

**TO:** Mayor and Council Members

**FROM:** Darin E. Gale, City Manager  
John Samuelson, Director of Public Works/City Engineer  
April Chamberlain, Administrative Analyst II

**SUBJECT:** Adoption of a City Council Resolution Allocating Funds, Amending the FY 2025/26 CIP Budget, and Authorizing the City Manager to Execute the First Amendment to the Consulting Services Agreement with GHD, Inc. for Design of Project 5090 Bella Vista/ Riverview Water Consolidation

### EXECUTIVE SUMMARY

Project 5090 Bella Vista/Riverview Water Consolidation (Project) is for the construction of improvements necessary to decommission the existing well systems currently serving the Bella Vista and Riverview Mobile Home Parks, and to connect both areas to the City's potable water system. Adoption of this resolution will allocate the funds to the Project, Amend the Fiscal Year (FY) 2025/26 Capital Improvement Program (CIP) budget, and authorize the City Manager to execute the First Amendment to the Consulting Services Agreement (Agreement) with GHD, Inc. (GHD) for increased design scope.

### FISCAL IMPACT

The State Water Resources Control Board, through its Safe and Affordable Fund for Equity and Resilience (SAFER) program, will finance the design and construction of the Project. The funding agreement with the State has been executed. This resolution will allocate \$1,534,320 in SAFER funds to the Project and amend the FY 2025/26 CIP budget.

The proposed design fee for the Project is \$150,307. The additional scope has a value of \$52,084.

## **RECOMMENDATION**

City Council adopt the attached Resolution allocating funds, amending the FY 2025/26 CIP budget, and authorizing the City Manager to execute the First Amendment to the Agreement with GHD.

## **BACKGROUND**

The Bella Vista Mobile Home Park, located at 1570 Willow Pass Road, is currently served by the Bella Vista Water System (BVWS). On April 9, 2021, Contra Costa Environmental Health issued Compliance Order No. 0707589 to BVWS for non-compliance with the Maximum Contaminant Level (MCL) for arsenic. The Compliance Order required BVWS to notify its customers of the MCL violation, submit a corrective action plan and comply with the arsenic MCL by April 1, 2024.

The Riverview Mobile Home Park, located at 1526 Willow Pass Road, is served by the Riverview Water System (RWS), which relies on a groundwater well (Riverview Well) to provide drinking water to approximately 126 residents through 45 unmetered service connections. While the RWS is not currently under a compliance order, it shares similar challenges related to water quality and infrastructure.

On May 30, 1985, the City entered into an outside water service agreement with Robert G. Grady and Lynnmary Grady, who owned the parcel upon which Riverview Mobile Home Park was then located. This agreement obligates the City to provide water service for the property. This agreement was recorded with the Contra Costa County Recorders Office on June 6, 1985, and remains binding with Grady successors in interest as it runs with the land.

On July 15, 2024, City Council adopted Resolution 24-14510 authorizing the City Engineer to file a funding assistance application and execute agreements with the State Water Resources Control Board, Bennett Trust and Riverview MHP, LP.

On October 20, 2025, City Council adopted Resolution 25-14696 authorizing the City Manager to execute a consulting services agreement with GHD, Inc. for the design of the Project.

## **SUBCOMMITTEE FINDINGS**

This item was not presented to a subcommittee.

## **STAFF ANALYSIS**

The recommended improvements for the Project require the abandonment of the two existing wells, installation of new water service connections and appurtenant improvements to provide potable water service to each property, and new service connections for fire protection.

Due to a lack of financial resources, the owners of the BVWS and RWS are unable to fund the necessary improvements for connection to the City's water system. As such, the State Water Resources Control Board (Water Board) has recommended consolidation of both systems with the City to ensure the long-term provision of safe, reliable drinking water to the Bella Vista and Riverview communities.

GHD was selected by the Water Board, through its procurement process, to provide professional design services for the Project. As part of the Cooperative Agreement with the State, the City will proceed with GHD to complete the design phase under City management, ensuring continuity and compliance with the Project's funding and regulatory requirements.

During the course of the project, the project manager saw the need to add additional scope of work to include utility locating services as well as for the consultant to complete grant reimbursement requests for the remainder of the project.

ATTACHMENTS: Resolution  
First Amendment  
Consulting Service Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Allocating Funds, Amending the Fiscal Year )  
2025/26 CIP Budget, and Authorizing the City )  
Manager to Execute the First Amendment to )  
The Consulting Services Agreement With ) RESOLUTION NO. 26-  
GHD, Inc. for Design of Project 5090 Bella )  
Vista/Riverview Water Consolidation )

WHEREAS, Project 5090 Bella Vista/Riverview Water Consolidation (Project) is for the construction of improvements necessary to decommission the existing well systems currently serving the Bella Vista and Riverview Mobile Home Parks, and to connect both properties to the City's potable water system; and

WHEREAS, the existing water system for the Bella Vista Mobile Home Park received a notice of non-compliance from the Contra Costa Department of Public Health for exceedance of arsenic in its water supply, requiring corrective action; and

WHEREAS, the property owners of Riverview Mobile Home Park executed an agreement with the City in 1985, which allowed the property to receive potable water service from the City. However, the necessary improvements to establish water service were never constructed; and

WHEREAS, the State Water Resources Control Board (Water Board) recommends the Bella Vista and Riverview water systems consolidate with the City to maintain long-term access to safe drinking water; and

WHEREAS, Bennett Trust and Riverview MHP, LP, collectively, the "Owners" of the Bella Vista and Riverview Mobile Home Parks respectively, lack the financial resources to fund the necessary improvements to connect to the City's potable water supply; and

WHEREAS, the Water Board, through its Safe and Affordable Fund for Equity and Resilience (SAFER) Program, will finance the design and construction of the consolidation project with the City acting as the authorized agent to apply for and manage the disbursement of funding on behalf of the Owners; and

WHEREAS, GHD, Inc. was previously selected by the Water Board through its procurement process to perform design services for the Project, and as part of the Cooperative Agreement between the Water Board and the City, will continue to provide design services under the City's management; and

WHEREAS, on July 15, 2024 City Council adopted Resolution 24-14510 authorizing the City Engineer to file a funding assistance application and execute agreements with the State Water Resources Control Board, Bennett Trust and Riverview MHP, LP; and

WHEREAS, on October 20, 2025 City Council adopted Resolution No. 25-14696 authorizing the execution of an agreement with GHD for project design in the amount not to exceed \$150,307; and

WHEREAS, the project manager has determined that the scope needs to be increased in order to include utility locating services, and to complete grant reimbursement requests for the remainder of the project. This additional scope will increase the compensation by \$52,084, for a maximum compensation of \$202,391. There are sufficient funds in the project budget to absorb this expenditure.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the allocation of SAFER funds in the amount of \$1,534,320 to Project 5090 Bella Vista/Riverview Water Consolidation, amending the Fiscal Year 2025/26 CIP budget, and the City Manager to execute the First Amendment to the Consulting Services Agreement with GHD, Inc. to increase the total compensation to \$202,391.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 4th day of May 2026, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

\_\_\_\_\_  
Dionne Adams, Mayor

ATTEST:

\_\_\_\_\_  
Alice E. Evenson, City Clerk

**FIRST AMENDMENT TO  
CONSULTINGSERVICES AGREEMENT BETWEEN  
CITY OF PITTSBURG AND  
GHD, INC.**

Project 5090 Bella Vista/Riverview Water Consolidation

THIS First Amendment to the Principal Agreement made and entered into on October 21, 2025, hereafter referred to as Agreement, between GHD, a California corporation, 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 5th day of May, 2026.

WHEREAS, the parties entered into the principal Agreement for GHD to prepare a for-bid package including 100% For Construction Plans and Technical Specifications, Engineer's Opinion of Probable Construction Cost Estimate and Bid Schedule. Consultant shall work with the City to compile the design documents into a complete bid-ready Project Manual incorporating the City's Front-End documents and Contract Documents; and

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

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

**1. Compensation.** Section 2 of the Agreement is hereby amended to read as follows: City hereby agrees to pay Consultant a sum not to exceed Two hundred and two thousand three-hundred and ninety-one (\$202,391), 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.

**2. Exhibit A Scope of Services.** Exhibit A is hereby replaced with Attachment 1 of this First Amendment.

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

**4. 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.

**5. 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.

**6. 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.

**7. 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.

**8. 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:**

**CITY:**

GHD, a corporation

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

By: \_\_\_\_\_  
Brett Vivyan, GHD Principal

By: \_\_\_\_\_  
Darin Gale, City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Donna Mooney, City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Project Approach**

Consultant shall build upon the already completed 90% design plans and technical specifications to prepare a for-bid package including 100% For Construction Plans and Technical Specifications, Engineer's Opinion of Probable Construction Cost Estimate and Bid Schedule. Consultant shall work with City to compile the design documents into a complete bid-ready Project Manual incorporating the City's Front-End documents and Contract Documents

**Scope of Services**

**Task 1 – Project Management and Coordination**

This task includes project administration, coordination, meetings and quality control.

Consultant shall provide project management duties such as coordination with City, the SWRCB (DDW, DFA), Contra Costa County Department of Health, Contra Costa Fire Protection District, prepare monthly invoicing, quality assurance and control, and meetings.

Consultant has scoped the following project meetings, in addition to regular project correspondence:

Consultant shall conduct a virtual Project kick-off to assure roles and responsibilities are understood by Project participants.

Field Visit Meeting- Consultant shall participate in one (1) site visit with City staff to discuss the project, Consultant has allowed for one (1) meeting with a Consultant inspector or staff engineer.

Design Review Meetings – Consultant shall participate in design progress and design review meetings to review the existing 90% submittal and after submission of the 100% submittal. Consultant anticipates these will be conducted via Microsoft Teams, will last a duration of 1 hours, and we have allowed for a total of two (2) meetings with Consultant's Project Manager and key members of Consultant's engineering team.

Consolidation Coordination Meetings – Consultant shall participate in coordination meetings during Final design development with the City, DFA, Bella Vista and Riverview

Mobile Home Parks. These meetings may be needed to discuss consolidation considerations and requirements. Consultant has anticipated these meetings will be conducted via Microsoft Teams, will last a duration of 1 hour, and we have allowed for a total of three (3) meetings with Consultant's Project Manager and key members of Consultant's engineering team. Consultant shall support City with development of a Consolidation Agreement with each Mobile Home Park but not lead or author Consolidation Agreements. Consultant shall coordinate with DFA as needed to ensure bid-ready documents meet the conditions of the Expedited Drinking Water Grant, however effort related for administration of the Grant or to satisfy the terms of the Grant Agreement, outside of the scope described herein, is not included.

Consultant shall extend project management services to align with the duration of the grant project. Consultant shall continue to provide invoices for the duration of the project, to the end of December 2026.

**Deliverables:**

- Meeting minutes with action items, email correspondence
- Monthly invoices

**Assumptions:**

- The site visit meeting is assumed to be 2 hours in length, not including travel time or travel costs.
- Design Review Meetings are assumed to be 1 hour in length, 2 meetings.
- Consolidation Coordination Meetings are assumed to be 1 hour in length, 3 meetings.
- Efforts related to administration of the Grant or to satisfy the terms of the Grant Agreement, outside of the scope described herein, is not included in this task.
- Support will extend approximately one and a half years following contract execution.

**Task 2 – Contra Costa Fire Protection District Review and Approval**

Additional coordination with Contra Costa Fire Protection District (CCFPD) to finalize the hydrant locations and obtain review and approval is required.

Per an initial discussion with Contra Costa Fire Protection District, land development review is required for this project.

Up to 16 hours of coordination support is included in this task. In July 2024 CCFPD noted a \$632 initial review fee and additional permits and fees may be necessary which will be determined during initial review. A CCFPD review fee budget of \$2,000 was included in Consultant's Fee Estimate. If fees exceed this amount, additional budget will be necessary.

Deliverables:

- Documentation of CCFPD review and approval.

Assumptions:

- A CCFPD review fee budget of \$2,000 was included in Consultant's Fee Estimate. If fees exceed this amount additional budget will be necessary, alternatively the City of Pittsburg can pay the review fees and seek reimbursement from DFA through the EDWG.
  - Efforts to obtain permits and/or approvals from other agencies such as but not limited to CEQA (requires County Filing fees and CDFW review Fees), City (Construction Permit review Fees, Encroachment Permit review and fees, Development permit review and fees) are not included.

### **Task 3 – Bid Documents**

Consultant shall prepare bid ready design drawings (plans) and technical specifications necessary to issue the project for bidding and construction. The submittals will be reviewed with City in Microsoft Teams meetings.

Consultant shall also prepare an engineer's opinion of probable costs and bid schedule.

Consultant shall work with City Public Works Department and Engineering Division staff to compile the design documents into a complete bid-ready Project Manual incorporating the County's Front-End, procurement and Contract Documents.

As part of design finalization, Consultant shall conduct a constructability review, update the Cost Estimate, complete a Risk Register, and provide QA/QC.

Consultant shall obtain proposals from three utility locating companies and EXARO Technologies Corporation provided the lowest cost proposal. Consultant shall obtain a City encroachment permit (excluding permit fee) and coordinate with EXARO. Potholing activities are anticipated to require two 8-hour days on-site during potholing followed by adding the utility depths, locations, and data to the project plans determined from utility locating services.

Deliverables:

- 100% Final Issue for Construction Design Submittal, consisting of drawings sufficient for construction, bid schedule, engineer's opinion of probable costs, and Technical Specifications to be included in the City's Project Manual.
- Documents will be provided as electronic PDFs. Final Design drawings can also be provided as AutoCAD files.
- Complete bid-ready Project Manual incorporating the City's Front-End

- documents and Contract Documents.
- Pothole Map

Assumptions:

- City compiles one set of comments for Consultant to address.
- The scope and fee does not include costs or fees associated with obtaining environmental, agency or utility permits or resolving hazardous material issues. City shall be responsible for paying all deposits and fees required for project implementation.
- Additional work that may be required as a condition of permit approval, besides that included to coordinate CCFPD Approval, is not included.
- Construction Management and/or Inspection/Observation services are not included in this task.
- Consultant has included effort for two (2) Design Review Meetings under Task 1.
- City will revise, edit and provide their Procurement, Contract Documents and Front-End Specifications (Div 00/01) to Consultant so that Consultant may compile the complete package into a Project Manual.
- City will lead the process of amending their drinking water permit with DDW but Consultant shall provide support and technical assistance to City as needed.
- City obtains waivers as needed where Title 22 required utility separation cannot be obtained.

#### **Task 4 – Grant Administration**

Consultant shall assist City with EDW Grant Administrative tasks such as:

- Coordinate periodic and final site visits with the DFA Project Manager.
- Ensure pre, during and post construction photos of the project site are submitted to the DFA Project Manager as part of the progress reports.
- Complete EDWG Request for Bid Solicitation Approval Form.
- Ensure that City submits any required drinking water permit amendment application documents to the DDW and the DFA Project Manager prior to Completion of Construction. City shall lead the process of amending their drinking water permit with DDW but Consultant shall provide support as needed.
- Completion of quarterly progress reports and submission to the DFA Project Manager.
- Prepare and submit the project completion report, with support from City Staff.
- Coordination (not attendance) of the Final Project Inspection and Certification.
- Consultant grant manager shall compile and review EDWG grant reimbursement requests on a quarterly basis during the design phase and a monthly basis during construction of the project thru December 2026.

Deliverables:

- EDWG Request for Bid Solicitation Approval Form.
- Quarterly Progress Reports to DFA.
- Project Completion Report to DFA.
- Monthly and Quarterly Reimbursement Packages

Assumptions:

- City oversees the completion of and submits all necessary Environmental Documents to DFA Project Manager.
- City completes and delivers the final budget approval form to DFA Project Manager with Consultant support as needed.
- City completes the TMF Assessment and submits mandatory and necessary documents to the DFA Project Manager.
- City prepares and executes Consolidation Agreements with the mobile home parks and submits copies to the DFA Project Manager.
- City prepares and submits reimbursement requests to the DFA Project Manager with assistance from Consultant as needed.
- City will maintain accounting and auditing standards and financial management systems in accordance with the terms and conditions of the Grant.
- City leads the process of amending their drinking water permit with DDW and submits copies to the DFA Project Manager, with assistance from Consultant as needed.
- The City manages all construction phase activities and therefore Consultant shall rely on City staff to supply progress communications, construction administration and observation and inspection communications such as photos during construction that will be required for Grant reporting.
- City provides Consultant with certain documents and services:
  - Timely review of all final design, bid phase, Grant related and close out documents.
  - Project coordination and communication with other agencies, stakeholders, and the community.
  - Internal City project coordination and communication to facilitate meetings, site visits, and internal approval processes.

**EXHIBIT B  
COMPENSATION SCHEDULE**

Task	Description	Fee Allowance
1	Project Management and Coordination	\$54,112
2	CCFPD Review and Approval	\$8,003
3	Bid Documents	\$59,954
4	Grant Administration	\$28,238
	<b>TOTAL</b>	<b>\$150,307</b>

Description		PD	QA/QC	PM	Staff Engineer	Construction QA/QC	CM	Asst CM	Inspector	Project Analyst	Estimated Project Total
		<i>Emma Del Vento</i>	<i>Adam Rausch</i>	<i>Holly Ziegler</i>	<i>Cassidy Yim</i>	<i>Jane Rozga</i>	<i>Tim Dillenburg</i>	<i>Nicole Garza</i>	<i>Eric Leitz</i>	<i>Jenni Simpson</i>	
		\$410	\$360	\$360	\$240	\$410	\$295	\$190	\$205	\$220	
<i>Task1</i>	<i>Project Management &amp; Coordination</i>	18	5	72	16	2	2	2	8	36	\$54,112
<i>Task2</i>	<i>CCFPD Review and Approval</i>	0	2	8	4	2	0	0	0	0	\$8,003
<i>Task3</i>	<i>Bid Documents</i>	0	8	60	120	4	0	0	8	0	\$59,954
<i>Task4</i>	<i>Grant Administration</i>	0	2	32	60	0	0	0	0	0	\$28,238
<b>Total Labor Hours</b>		<b>18</b>	<b>17</b>	<b>172</b>	<b>200</b>	<b>8</b>	<b>2</b>	<b>2</b>	<b>16</b>	<b>36</b>	
<b>Estimated Project Total</b>		<b>\$7,380</b>	<b>\$6,120</b>	<b>\$61,920</b>	<b>\$48,000</b>	<b>\$3,280</b>	<b>\$590</b>	<b>\$380</b>	<b>\$3,280</b>	<b>\$7,920</b>	<b>\$150,307</b>

Task	Description	Fee Allowance
1	Project Management and Coordination	\$4,191
3	Bid Documents	\$31,343
4	Grant Administration	\$16,550
	<b>Total Amendment Request</b>	<b>\$52,084</b>

Description		PD	CM	Grant Manager	Staff Engineer	Staff Engineer	Project Analyst	Total Hours	Labor Total	EXARO Technologies Corporation	Total Subcontractors	Disb. Fee	Total Disbursements	Estimated Project Total
		<i>Brett Vivyan</i>	<i>Tim Dillenburg</i>	<i>Nicole Garza</i>	<i>Cassidy Yim</i>	<i>Wade Monson</i>	<i>Jenni Simpson</i>							
		\$400	\$295	\$190	\$240	\$205	\$220							
<i>Task1</i>	<i>Project Management &amp; Coordination</i>	4	4	0	0	0	6	14	\$4,100	\$0	\$0	\$91	\$91	\$4,191
<i>Subtask 1.1 Project Management &amp; Coordination</i>		4	4	0	0	0	6	14	\$4,100	\$0	\$0	\$91	\$91	\$4,191
<i>Task3</i>	<i>Bid Documents</i>	0	0	0	10	6	0	16	\$3,630	\$27,609	\$27,609	\$104	\$104	\$31,343
<i>Subtask 3.1 Bid Documents</i>		0	0	0	10	6	0	16	\$3,630	\$27,609	\$27,609	\$104	\$104	\$31,343
<i>Task4</i>	<i>Grant Administration</i>	0	0	75	0	0	8	83	\$16,010	\$0	\$0	\$540	\$540	\$16,550
<i>Subtask 4.1 Grant Administration</i>		0	0	75	0	0	8	83	\$16,010	\$0	\$0	\$540	\$540	\$16,550
<b>Total Labor Hours</b>		<b>4</b>	<b>4</b>	<b>75</b>	<b>10</b>	<b>6</b>	<b>14</b>							
<b>Estimated Project Total</b>		<b>\$1,600</b>	<b>\$1,180</b>	<b>\$14,250</b>	<b>\$2,400</b>	<b>\$1,230</b>	<b>\$3,080</b>	<b>113</b>	<b>\$23,740</b>	<b>\$27,609</b>	<b>\$27,609</b>	<b>\$735</b>	<b>\$735</b>	<b>\$52,084</b>

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF PITTSBURG AND  
GHD, INC.**

Project 5090 Bella Vista/Riverview Water Consolidation

THIS Agreement (“Agreement”) for consulting services is made by and between the City of Pittsburg, a municipal corporation (“City”) and GHD, a California corporation (“Consultant”) (together referred to as the “Parties”) as of October 21, 2025 (the “Effective Date”).

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on January 31, 2027 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City’s request, reassign such persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant’s obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed One Hundred Fifty Thousand Three Hundred Seven Dollars (\$150,307), 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 shall pay that full amount to the Consultant but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

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

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

**2.3 Final Payment.** Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice

within this 60-day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

- 2.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.
- 2.5 **Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.6 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

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

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

- 4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.
- 4.2 **Commercial General and Automobile Liability Insurance.**
  - 4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined

single limit coverage for risks associated with the work contemplated by this Agreement.

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

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

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

- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

#### **4.3 Professional Liability Insurance.**

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

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

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

#### **4.4 All Policies Requirements.**

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

- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
- b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

- 4.4.2 Acceptability of Insurers.** All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.3 Deductibles and Self-Insured Retentions.** Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.
- 4.4.4 Wasting Policies.** No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 4.4.5 Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

- 4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.
- 4.4.7 Excess Insurance.** If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.
- 4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.**

**5.1 General Indemnification.** Consistent with California Civil Code Section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials, and agents, from any and all demands, losses, claims, costs, liabilities, and expenses for any damage, injury, or death, including any and all administrative fines, penalties, or costs imposed as a result of an administrative proceeding, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. If requested by City, Consultant shall defend any such suits at its sole cost and expense. If City elects to provide its own defense, Consultant shall reimburse City for any expenditures, including reasonable attorneys’ fees and costs. Consultants’ obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of City or any other person; provided, however, that Consultant will not be required to indemnify, including the cost to defend, City for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. This Section **5.1** shall survive any expiration or termination of this Agreement.

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

**Section 6. STATUS OF CONSULTANT.**

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

**6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of

City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.
- 7.3 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.
- 7.4 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

**Section 8. TERMINATION AND MODIFICATION.**

- 8.1 **Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon

Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.
- 8.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.
- 8.5 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.5.1** Immediately terminate the Agreement;
  - 8.5.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.5.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
  - 8.5.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**8.5.5** The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

**Section 9. KEEPING AND STATUS OF RECORDS.**

**9.1 Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

**9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

**Section 10 MISCELLANEOUS PROVISIONS.**

**10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested, Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant: GHD, Inc.  
718 Third St.  
Eureka, CA 95501


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

- 10.9 Professional Seal.** Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled “Seal and Signature of Registered Professional with report/design responsibility.”
- 10.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant’s proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibits and the Consultant’s Proposal, the Exhibits shall control.  
Exhibit A Scope of Services  
Exhibit B Compensation Schedule
- 10.11 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**

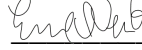
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\_\_\_\_\_  
Maria M. Aliotti, Interim City Manager

**CONSULTANT**

Signed by:



778E9C7584DE4B6  
\_\_\_\_\_  
Emma Del Vento, Project Director

Approved as to Form:

Signed by:



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\_\_\_\_\_  
Donna Mooney, City Attorney

## EXHIBIT A

### SCOPE OF SERVICES

#### **Project Approach**

Consultant shall build upon the already completed 90% design plans and technical specifications to prepare a for-bid package including 100% For Construction Plans and Technical Specifications, Engineer's Opinion of Probable Construction Cost Estimate and Bid Schedule. Consultant shall work with City to compile the design documents into a complete bid-ready Project Manual incorporating the City's Front-End documents and Contract Documents.

#### **Scope of Services**

##### **Task 1 – Project Management and Coordination**

This task includes project administration, coordination, meetings and quality control.

Consultant shall provide project management duties such as coordination with City, the SWRCB (DDW, DFA), Contra Costa County Department of Health, Contra Costa Fire Protection District, prepare monthly invoicing, quality assurance and control, and meetings.

Consultant has scoped the following project meetings, in addition to regular project correspondence:

Consultant shall conduct a virtual Project kick-off to assure roles and responsibilities are understood by Project participants.

Field Visit Meeting- Consultant shall participate in one (1) site visit with City staff to discuss the project, Consultant has allowed for one (1) meeting with a Consultant inspector or staff engineer.

Design Review Meetings – Consultant shall participate in design progress and design review meetings to review the existing 90% submittal and after submission of the 100% submittal. Consultant anticipates these will be conducted via Microsoft Teams, will last a duration of 1 hours, and we have allowed for a total of two (2) meetings with Consultant's Project Manager and key members of Consultant's engineering team.

Consolidation Coordination Meetings – Consultant shall participate in coordination meetings during Final design development with the City, DFA, Bella Vista and Riverview Mobile Home Parks. These meetings may be needed to discuss consolidation

considerations and requirements. Consultant has anticipated these meetings will be conducted via Microsoft Teams, will last a duration of 1 hour, and we have allowed for a total of three (3) meetings with Consultant's Project Manager and key members of Consultant's engineering team. Consultant shall support City with development of a Consolidation Agreement with each Mobile Home Park but not lead or author Consolidation Agreements. Consultant shall coordinate with DFA as needed to ensure bid-ready documents meet the conditions of the Expedited Drinking Water Grant, however effort related for administration of the Grant or to satisfy the terms of the Grant Agreement, outside of the scope described herein, is not included.

**Deliverables:**

- Meeting minutes with action items, email correspondence
- Monthly invoices

**Assumptions:**

- The site visit meeting is assumed to be 2 hours in length, not including travel time or travel costs.
- Design Review Meetings are assumed to be 1 hour in length, 2 meetings.
- Consolidation Coordination Meetings are assumed to be 1 hour in length, 3 meetings.
- Effort related to administration of the Grant or to satisfy the terms of the Grant Agreement, outside of the scope described herein, is not included in this task.
- Support will extend approximately one and a half years following contract execution.

**Task 2 – Contra Costa Fire Protection District Review and Approval**

Additional coordination with Contra Costa Fire Protection District (CCFPD) to finalize the hydrant locations and obtain review and approval is required.

Per an initial discussion with Contra Costa Fire Protection District, land development review is required for this project.

Up to 16 hours of coordination support is included in this task. In July 2024 CCFPD noted a \$632 initial review fee and additional permits and fees may be necessary which will be determined during initial review. A CCFPD review fee budget of \$2,000 was included in Consultant's Fee Estimate. If fees exceed this amount additional budget will be necessary.

**Deliverables:**

- Documentation of CCFPD review and approval.

**Assumptions:**

- A CCFPD review fee budget of \$2,000 was included in Consultant's Fee Estimate. If fees exceed this amount additional budget will be necessary, alternatively the City of Pittsburg can pay the review fees and seek reimbursement from DFA through the EDWG.
- Effort to obtain permits and/or approvals from other agencies such as but not limited to CEQA (requires County Filing fees and CDFW review Fees), City (Construction Permit review Fees, Encroachment Permit review and fees, Development permit review and fees) are not included.

### **Task 3 – Bid Documents**

Consultant shall prepare bid ready design drawings (plans) and technical specifications necessary to issue the project for bidding and construction. The submittals will be reviewed with City in Microsoft Teams meetings.

Consultant shall also prepare an engineer's opinion of probable costs and bid schedule.

Consultant shall work with City Public Works Department and Engineering Division staff to compile the design documents into a complete bid-ready Project Manual incorporating the County's Front-End, procurement and Contract Documents.

As part of design finalization, Consultant shall conduct a constructability review, update the Cost Estimate, complete a Risk Register, and provide QA/QC.

#### **Deliverables:**

- 100% Final Issue for Construction Design Submittal, consisting of drawings sufficient for construction, bid schedule, engineer's opinion of probable costs, and Technical Specifications to be included in the City's Project Manual. Documents will be provided as electronic PDFs. Final Design drawings can also be provided as AutoCAD files.
- Complete bid-ready Project Manual incorporating the City's Front-End documents and Contract Documents.

#### **Assumptions:**

- City shall compile one set of comments for Consultant to address.
- The scope and fee does not include costs or fees associated with obtaining environmental, agency or utility permits or resolving hazardous material issues. City shall be responsible for paying all deposits and fees required for project implementation.
- Consultant shall not provide underground utility locating services.
- Additional work that may be required as a condition of permit approval, besides that included to coordinate CCFPD Approval, is not included.

- Construction Management and/or Inspection/Observation services are not included in this task.
- Consultant has included effort for two (2) Design Review Meetings under Task 1.
- City shall be responsible for revising, editing and providing their Procurement, Contract Documents and Front-End Specifications (Div 00/01) to Consultant so that Consultant may compile the complete package into a Project Manual.
- City will lead the process of amending their drinking water permit with DDW but Consultant shall provide support and technical assistance to City as needed.
- City shall obtain waivers as needed where Title 22 required utility separation cannot be obtained.

#### **Task 4 – Grant Administration**

Consultant shall assist City with EDW Grant Administrative tasks such as:

- Coordinate periodic and final site visits with the DFA Project Manager.
- Ensure pre, during and post construction photos of the project site are submitted to the DFA Project Manager as part of the progress reports.
- Complete EDWG Request for Bid Solicitation Approval Form.
- Ensure that City submits any required drinking water permit amendment application documents to the DDW and the DFA Project Manager prior to Completion of Construction. City shall lead the process of amending their drinking water permit with DDW but Consultant shall provide support as needed.
- Completion of quarterly progress reports and submission to the DFA Project Manager.
- Prepare and submit the project completion report, with support from City Staff.
- Coordination (not attendance) of the Final Project Inspection and Certification.

Deliverables:

- EDWG Request for Bid Solicitation Approval Form.
- Quarterly Progress Reports to DFA.
- Project Completion Report to DFA.

Assumptions:

- City shall oversee the completion of and submit all necessary Environmental Documents to DFA Project Manager.
- City shall complete and deliver the final budget approval form to DFA Project Manager with Consultant support as needed.
- City shall complete the TMF Assessment and submit mandatory and necessary documents to the DFA Project Manager.
- City shall prepare and execute Consolidation Agreements with the mobile home parks and submit copies to the DFA Project Manager.
- City shall prepare and submit reimbursement requests to the DFA Project Manager with assistance from Consultant as needed.

- City shall maintain accounting and auditing standards and financial management systems in accordance with the terms and conditions of the Grant.
- City shall lead the process of amending their drinking water permit with DDW and submit copies to the DFA Project Manager, with assistance from Consultant as needed.
- The City shall manage all construction phase activities and therefore Consultant shall rely on City staff to supply progress communications, construction administration and observation and inspection communications such as photos during construction that will be required for Grant reporting.
- City shall provide Consultant with certain documents and services:
  - Timely review of all final design, bid phase, Grant related and close out documents.
  - Project coordination and communication with other agencies, stakeholders, and the community.
  - Internal City project coordination and communication to facilitate meetings, site visits, and internal approval processes.

## EXHIBIT B

### COMPENSATION SCHEDULE

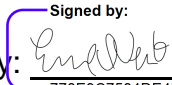
Task	Description	Fee Allowance
1	Project Management and Coordination	\$54,112
2	CCFPD Review and Approval	\$8,003
3	Bid Documents	\$59,954
4	Grant Administration	\$28,238
	<b>TOTAL</b>	<b>\$150,307</b>

Description		PD	QA/QC	PM	Staff Engineer	Construction QA/QC	CM	Asst CM	Inspector	Project Analyst	Estimated Project Total
		<i>Emma Del Vento</i>	<i>Adam Rausch</i>	<i>Holly Ziegler</i>	<i>Cassidy Yim</i>	<i>Jane Rozga</i>	<i>Tim Dillenburg</i>	<i>Nicole Garza</i>	<i>Eric Leitz</i>	<i>Jenni Simpson</i>	
		\$410	\$360	\$360	\$240	\$410	\$295	\$190	\$205	\$220	
<i>Task1</i>	<i>Project Management &amp; Coordination</i>	18	5	72	16	2	2	2	8	36	\$54,112
<i>Task2</i>	<i>CCFPD Review and Approval</i>	0	2	8	4	2	0	0	0	0	\$8,003
<i>Task3</i>	<i>Bid Documents</i>	0	8	60	120	4	0	0	8	0	\$59,954
<i>Task4</i>	<i>Grant Administration</i>	0	2	32	60	0	0	0	0	0	\$28,238
<b>Total Labor Hours</b>		<b>18</b>	<b>17</b>	<b>172</b>	<b>200</b>	<b>8</b>	<b>2</b>	<b>2</b>	<b>16</b>	<b>36</b>	
<b>Estimated Project Total</b>		<b>\$7,380</b>	<b>\$6,120</b>	<b>\$61,920</b>	<b>\$48,000</b>	<b>\$3,280</b>	<b>\$590</b>	<b>\$380</b>	<b>\$3,280</b>	<b>\$7,920</b>	<b>\$150,307</b>

## CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

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

### CONSULTANT

Signed by:  
By:  \_\_\_\_\_  
778E9C7584DE4B6...  
Title: Project Director



## STAFF REPORT

**MEETING DATE:** May 4, 2026

**TO:** Mayor and Council Members

**FROM:** Darin E. Gale, City Manager  
Maria Aliotti, Assistant City Manager  
Sunil Gopala, Deputy Director IT Operations

**SUBJECT:** Adoption of a City Council Resolution Authorizing the City Manager to Renew the City's Microsoft Subscription Through Liffoff LLC, with an Option to Extend the Subscription for Up to Three Years, Not to Exceed \$100,000 Annually

### **EXECUTIVE SUMMARY**

The City currently maintains an active Microsoft licensing subscription that provides essential productivity, communication, and cloud services for all departments. The proposed item authorizes the City Manager to renew this subscription through Liffoff LLC, an authorized Microsoft reseller, with an option to extend the subscription for up to three years at a cost not to exceed \$100,000 annually. This renewal ensures continued access to Microsoft 365 licensing for office applications, email, collaboration tools, and other critical cloud services required to support the City's daily operations.

### **FISCAL IMPACT**

The total annual cost of the Microsoft subscription agreement will not exceed \$100,000.

Funding for this subscription is included in the adopted Information Technology (IT) budget for FY 2025–2026 and is proposed for inclusion in future adopted IT budgets.

### **RECOMMENDATION**

Adopt the Resolution authorizing the City Manager to renew the City's Microsoft subscription through Liffoff LLC, with an option to extend the subscription for up to three years, at a cost not to exceed \$100,000 annually.

## **BACKGROUND**

The City has long utilized Microsoft Office and Microsoft 365 products as its primary platform for document creation, communication, and routine business functions, making ongoing subscription renewal necessary to sustain consistent and reliable operations. Microsoft 365 includes applications such as Outlook, Word, Excel, Teams, Power Point, SharePoint, and OneDrive.

## **SUBCOMMITTEE FINDINGS**

This item was not presented to a subcommittee.

## **STAFF ANALYSIS**

Due to the rising costs in subscription seen annually, staff is requesting that the City Manager be authorized to renew and extend the subscription for up to three years for a not to exceed amount of \$100,000 annually.

Staff reviewed subscription options provided by Liftoff LLC and evaluated the available licensing bundles, features, and costs. Based on this review, staff determined that the proposed subscription offers the most cost-effective and comprehensive licensing package to meet the City's operational needs. The recommended subscription structure ensures that all departments have access to the required tools, while maintaining predictable budgeting and flexibility to accommodate future growth or adjustments in licensing needs.

ATTACHMENT: Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Renew the )  
City's Microsoft Subscription Through Liftoff )  
LLC, with an Option to Extend the Subscription )  
For Up to Three Years, Not to Exceed )  
\$100,000 Annually )

RESOLUTION NO. 26-

WHEREAS, the City has long utilized Microsoft Office and Microsoft 365 product as its primary platform for document creation, communication, and routine business functions. Microsoft 365 includes applications such as Outlook, Word, Excel, Teams, Power Point, SharePoint, and OneDrive; and

WHEREAS, the City currently maintains an active Microsoft licensing subscription that provides essential productivity, communication, and cloud services for all departments; and

WHEREAS, renewal of this subscription through Liftoff LLC, ensures continued access to Microsoft 365 licensing for office applications, email, collaboration tools, and other critical cloud services required to support the City's daily operations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to renew the City's Microsoft subscription through Liftoff LLC, with an option to extend the subscription for up to three years, at a cost not to exceed \$100,000 annually.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 4th day of May 2026, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

\_\_\_\_\_  
Dionne Adams, Mayor

ATTEST:

\_\_\_\_\_  
Alice E. Evenson, City Clerk