CITY OF PITTSBURG

AUGUST 3, 2026

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

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

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

FOR HOUSING AUTHORITY

Housing Authority Member	• S.L. Floyd
Housing Authority Member	• Annie Hill Herring

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 City Council also sits as the Board of Directors of several other City agencies.

Remote participation for Council meetings will be available via Zoom:

- Webinar ID: 898 0554 4017
- By phone: (669) 900-6833

7:00 PM - CONVENE REGULAR MEETING

The regular meeting will begin after the special meeting - study session adjourns.

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. National Night Out

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 on the agenda and on any items listed as part of the Consent Calendar should complete a Speaker's Card available at the dais. Submit the completed card to the City Clerk preferably before the meeting begins or before the item is called. Individuals may 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. Pursuant to the Brown Act, no action may be taken by the City Council on items not already 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. (No Action Required)

CONFLICT OF INTEREST STATEMENT

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

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

2. Minutes of July 20, 2026

3. Receive and File the Treasurer's Report for the Quarter Ending June 30, 2026

   An Investment Summary Report is provided to the City Council for review for each fiscal quarter. The report includes the combined detailed information of the City and the Successor Agency's (Agency) investments, which are compliant with the City and Agency's Investment Policies. This Treasurer's Report is for fiscal quarter ending June 30, 2026.

4. Adoption of a City Council Resolution Accepting the Military Equipment Annual Report, Determining the Use of Equipment Complied with Policy 706, and Determining Policy 706 will Continue

   State law requires the Police Department to provide the City Council with an annual report on military equipment use. Upon review of the report, the City Council is to determine whether use of the equipment complied with existing policy, and whether to continue with the policy or make any changes.

5. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Consulting Services Agreement with Raney Planning and Management, Inc. for Environmental Review for the Baillie Communication's Contractor's Yard Expansion Project (AP-25-0071) and Lara's Concrete Contractor's Yard Project (AP-26-0014)

   The item would authorize the City Manager to execute a Consulting Services Agreement with Raney Planning & Management, Inc. for environmental review services to comply with the California Environmental Quality Act (CEQA) for the Baillie Communication's Contractor's Yard Expansion Project (AP-25-0071) and Lara's Concrete Contractor's Yard Project (AP-26-0014).

6. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Consulting Services Agreement with Raney Planning and Management, Inc. for Environmental Review for the McCampbell Analytical Expansion Project, AP-25-0061

   The item will authorize the City Manager to execute a Consulting Services Agreement with Raney Planning & Management, Inc. for environmental review services to comply with the California Environmental Quality Act (CEQA) for the McCampbell Analytical Laboratory Expansion Project, AP-25-0061.

7. Adoption of a City Council Resolution Authorizing the City Manager to Execute the Second Amendment to the Consulting Services Agreement with HdL Coren & Cone

   The City proposes to amend the Consulting Services Agreement (Agreement) with HdL Coren & Cone (HdL) for property tax management, information and audit services, extending the Agreement for a two-year period, expiring August 31, 2028.

8. Adoption of a City Council Resolution Authorizing the Filing of Applications for Funding Assigned to the Metropolitan Transportation Commission, and committing any necessary matching funds and stating assurances to complete the project in accordance with program requirements.

   The Metropolitan Transportation Commission (MTC) administers grant programs that provide funding to eligible local agencies for transportation projects that improve bicycle and pedestrian safety throughout the nine-county San Francisco Bay Area. As a condition of applying for these funds, MTC requires an applicant's governing body to adopt a resolution authorizing the submission of up to two grant applications, committing any required local matching funds, and providing assurances that the project will be completed in accordance with program requirements. Adoption of the proposed resolution will authorize the City to submit applications for two eligible One Bay Area Grant (OBAG 4) funding opportunities administered by MTC and satisfy the agency's application requirements. Project scope, funding requests and local match for each project were recommended by the City's Infrastructure and Transportation Subcommittee (Subcommittee).

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)

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)

ADJOURNMENT TO AUGUST 17, 2026

NOTICE TO PUBLIC

GENERAL INFORMATION

Agenda packets are published at least 72 hours in advance of a meeting on the City's website at www.pittsburgca.gov and are also available in person in the City Clerk's Office, 65 Civic Avenue, during normal business hours. If any reports or documents, which are disclosable 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 should complete a Speaker's Card available at the dais. Submit the completed card to the City Clerk preferably before the meeting begins or before the item is called. Individuals may 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. Pursuant to the Brown Act, no action may be taken by the City Council on items not already 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.

GENERAL INFORMATION

City Council meetings are webcast live on the City's website at www.pittsburgca.gov on the Agendas and Live Meetings page. Watch the live meeting on the City's YouTube channel (@CityofPittsburg94565) or via the City's webcast on Comcast Channel 24 Delta TV, AT&T U-Verse Channel 99 Delta TV.

Remote participation is available via Zoom.

- Webinar ID: 898 0554 4017
- By phone: (669) 900-6833

Remote Oral Public Comment - Speakers are asked to provide their name and city of residence for the record, although providing this is not required for participation. When the item is open for public comment, use the "Raise Hand" feature (or press *9 if connecting via telephone). When called, unmute your microphone and provide your comments.

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.

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 participants. 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 a 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 the meeting or provide the requested agenda format (28 CFR 35.102-35.104 ADA Title II).

TECHNOLOGY DISRUPTION, DECORUM, AND DISRUPTIVE BEHAVIOR

The Technology Disruption, Decorum, and Disruptive Behavior policy for City Council Meetings was adopted to comply with Senate Bill 707 (2025). Pursuant to the policy, standards of decorum require in-person and remote public participants are to address the City Council as a whole, not individual members or staff; comments must be about the subject matter jurisdiction of the legislative body or agenda item, as applicable. In the event of willful disruption, the legislative body may order the room cleared, or the disruptive individual removed in compliance with state law. In the event of a technological disruption affecting remote participation, an announcement will be made, a recess will be called, staff will attempt to restore service, and the meeting may be resumed even with ongoing technological disruption if the legislative body makes findings required by state law. The entire policy may be viewed on the City's website at www.pittsburgca.gov on the City Council page under City Council Policies.

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
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)	1:30 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 / Arlene Kobata (Alt.)	Standing	4th Wednesday	4:00 PM	J. Samuelson

LIAISON	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
East Bay League of California Cities	Dionne Adams / Angelica Lopez (Alt.)	Standing	3rd Thursday		D. Gale
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
Mayor's Conference	Dionne Adams / Angelica Lopez (Alt.)	Standing	1st Thursday	6:30 PM	D. Gale
School Districts Committee (2x2)	Jelani Killings & Angelica Lopez / Juan Banales (Alt.)	Standing	Quarterly		D. Gale

SUBCOMMITTEES	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
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	Dionne Adams & Jelani Killings	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	Angelica Lopez & Jelani Killings	Standing	As needed		K. Simonton
Public Safety	Juan Banales & Angelica Lopez / Arlene Kobata (Alt.)	Standing	1st Wednesday	5:30 PM	P. Galer

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

CIUDAD DE PITTSBURG

3 DE AGOSTO DE 2026

SALA DE SESIONES DEL AYUNTAMIENTO
65 CIVIC AVENUE, PITTSBURG, CA

REUNIÓN ORDINARIA
7:00 PM

CONSEJO MUNICIPAL
FUNDACIÓN DE ARTES Y COMUNIDAD DE PITTSBURG
COMPAÑÍA ELÉCTRICA DE PITTSBURG
DISTRITO II DE REDUCCIÓN DE PELIGROS GEOLÓGICOS DEL SUDOESTE DE PITTSBURG
AGENCIA SUCESORA

PRESIDENTE

Alcalde/Presidente	• **Dionne Adams**
Vicealcalde/Presidente	• **Angélica López**
Miembro del Consejo/Miembro de la Junta Directiva	• **Juan Antonio Banales**
Miembro del Consejo/Miembro de la Junta Directiva	• **Arlene Kobata**
Miembro del Consejo/Miembro de la Junta Directiva	• **Jelani Killings**

PARA LA AUTORIDAD DE VIVIENDA

Miembro de la Autoridad de Vivienda	• **SL Floyd**
Miembro de la Autoridad de Vivienda	• **Annie Hill Herring**

Las reuniones ordinarias del Consejo Municipal de Pittsburg se llevan acabo el primer y el tercer lunes de cada mes a las 7:00PM. La Autoridad de Vivienda se reúne conjuntamente con el Consejo Municipal el tercer lunes de cada mes. El Consejo Municipal también actúa como junta directiva de varias otras agencias municipales.

La participación remota en las reuniones del Consejo estará disponible a través de Zoom:

- ID del seminario web: 898 0554 4017
- Por teléfono : (669) 900-6833

7:00PM - INICIO DE LA SESIÓN PÚBLICA ORDINARIA

La reunión ordinaria comenzará una vez finalizada la sesión de estudio.

LLAMAR AL ORDEN

LISTA DE ASISTENCIA

JURAMENTO DE LEALTAD

PROCLAMACIONES

Las proclamaciones permanentes se publicaron como parte del orden del día. Dichas proclamaciones se publicarán en el sitio web y las redes sociales de la ciudad según corresponda.

2. Noche Nacional Afuera

INFORMES DEL COMITÉ

Los concejales pueden presentar un informe sobre sus asignaciones en los comités en este momento. (Véase la lista adjunta de comités especiales y otros organismos públicos en los que participan los concejales). (No se requiere ninguna acción).

COMENTARIOS DEL PÚBLICO

Los asistentes que deseen dirigirse al Consejo Municipal o a las Juntas Directivas de Agencias sobre asuntos no incluidos en el orden del día y sobre cualquier punto del Calendario de Consentimiento deberán completar una Tarjeta de orador disponible en la tribuna. Lea atentamente la tarjeta para completarla correctamente. Entregue la tarjeta completa a la Secretaria Municipal antes de que se trate el asunto de su interés, preferiblemente antes de que comience la reunión. Cada persona tendrá hasta tres minutos para dirigirse al Consejo, al menos que se conceda tiempo adicional para los portavoces. Antes de hablar, cada persona deberá indicar su nombre, empresa y ciudad de residencia en voz alta y clara. (No se requiere ninguna acción)

DECLARACIÓN DE CONFLICTO DE INTERESES

Los miembros del Concejo Municipal o de las agencias gubernamentales pueden realizar cualquier declaración de conflicto de intereses relacionada con los puntos del orden del día que se someten a trámite por consentimiento en este momento.

CALENDARIO DE CONSENTIMIENTO COMBINADO DEL CONCEJO MUNICIPAL, LA FUNDACIÓN DE ARTES Y COMUNIDAD DE PITTSBURG, LA COMPAÑÍA ELÉCTRICA DE PITTSBURG, DISTRITO II DE REDUCCIÓN DE PELIGROS GEOLÓGICOS DEL SUDOESTE DE PITTSBURG Y LA AGENCIA SUCESORA

3. Acta del 20 de julio de 2026

4. Recibir y presentar el informe del Tesorero correspondiente al trimestre que termina el 30 de junio de 2026.

   Se proporciona un Informe Resumen de Inversiones al Consejo para su revisión en cada trimestre fiscal. El informe incluye la información detallada combinada de las inversiones de la Ciudad y de la Agencia Sucesora (Agencia), que cumplen con las Políticas de Inversión de la Ciudad y la Agencia. Este Informe del Tesorero corresponde al trimestre fiscal que finaliza el 30 de junio de 2026.

5. La adopción de una resolución del Concejo Municipal que acepta el informe anual de equipamiento militar, determina el uso del equipo conforme a la Política 706 y determina la Política 706 continúa.

   La ley estatal exige que el Departamento de Policía proporcione al Concejo Municipal un informe anual sobre el uso de equipos militares. Tras revisar el informe, el Ayuntamiento debe determinar si el uso del equipo cumple con la política vigente y si debe continuar con la política o realizar algún cambio.

6. Adopción de una resolución del Concejo Municipal que autoriza al gerente municipal a firmar un acuerdo de servicios de consultoría con Raney Planning and Management, Inc. para una revisión ambiental del proyecto de ampliación del patio del contratista de Baillie Communication (AP-25-0071) y el proyecto del patio del contratista de hormigón de Lara (AP-26-0014)

   El punto autorizaría al Gerente Municipal a firmar un Acuerdo de Servicios de Consultoría con Raney Planning & Management, Inc. para servicios de revisión medioambiental que cumplan con la Ley de Calidad Ambiental de California (CEQA) para el Proyecto de Expansión del Patio del Contratista de Baillie Communication’s (AP-25-0071) y el Proyecto del Patio del Contratista de Lara’s Concrete (AP-26-0014).

7. Adopción de una resolución del Concejo Municipal que autoriza al gerente municipal a firmar un acuerdo de servicios de consultoría con Raney Planning and Management, Inc. para una revisión ambiental del Proyecto de Expansión Analítica McCampbell, AP-25-0061

   El punto autorizará al Gerente Municipal a firmar un Acuerdo de Servicios de Consultoría con Raney Planning & Management, Inc. para servicios de revisión medioambiental que cumplan con la Ley de Calidad Ambiental de California (CEQA) para el Proyecto de Expansión del Laboratorio Analítico McCampbell, AP-25-0061.

8. Aprobación de la Resolución del Concejo Municipal que autoriza al Gerente Municipal a ejecutar la Segunda Enmienda al Acuerdo de Servicios de Consultoría con HdL Coren & Cone.

   La Ciudad propone modificar el Acuerdo de Servicios de Consultoría (Acuerdo) con HdL Coren & Cone (HdL) para la gestión de impuestos sobre la propiedad, información y servicios de auditoría, ampliando el Acuerdo por un periodo de dos años, con vencimiento el 31 de agosto de 2028.

9. Adopción de una resolución del Concejo Municipal que autoriza la presentación de solicitudes de financiación asignadas a la Comisión Metropolitana de Transporte, y que compromete los fondos de contrapartida necesarios y se garantiza la finalización del proyecto conforme a los requisitos del programa.

   La Comisión Metropolitana de Transporte (MTC) administra programas de subvenciones que proporcionan financiación a agencias locales elegibles para proyectos de transporte que mejoren la seguridad de bicicletas y peatones en toda el Área de la Bahía de San Francisco, que abarca nueve condados. Como condición para solicitar estos fondos, MTC exige que el organismo regulador del solicitante adopte una resolución que autorice la presentación de hasta dos solicitudes de subvención, comprometa los fondos locales de contrapartida necesarios y proporcione garantías de que el proyecto se completará conforme a los requisitos del programa. La adopción de la resolución propuesta autorizará a la ciudad a presentar solicitudes para dos oportunidades elegibles de financiación One Bay Area Grant (OBAG 4) administradas por MTC y a cumplir con los requisitos de solicitud de la agencia. El alcance del proyecto, las solicitudes de financiación y la contrapartida local para cada proyecto fueron recomendados por el Subcomité (Subcomité) de Infraestructura y Transporte de la ciudad.

SOLICITUD DEL CONCEJO PARA INCLUIR TEMAS EN FUTURAS AGENDAS

Los miembros del Consejo pueden solicitar que se consideren ciertos temas para futuras agendas. Un tema solo se incluirá en la agenda con el voto mayoritario y aparecerá junto con las recomendaciones del personal para su posterior consideración por parte del Consejo.

COMENTARIOS DE LOS MIEMBROS DEL CONCEJO

Los miembros del Consejo pueden hacer breves anuncios o comentarios informales en este momento. (No se requiere ninguna acción).

INFORMES/OBSERVACIONES DEL ADMINISTRADOR MUNICIPAL

El administrador municipal podrá realizar breves anuncios o comentarios informales en este momento e informar al Consejo sobre asuntos de interés. (No se requiere ninguna acción).

APLAZAMIENTO HASTA EL 17 DE AGOSTO DE 2026

AVISO AL PÚBLICO

INFORMACIÓN GENERAL

Los paquetes de agenda se publican al menos 72 horas antes de una reunión en la página web de la Ciudad en www.pittsburgca.gov y también están disponibles en persona en la Oficina de la Secretaria Municipal, 65 Civic Avenue, durante el horario laboral normal. Si algún informe o documento, que sea un registro público divulgable, se distribuye al Consejo Municipal menos de 72 horas antes de la reunión, dichos informes o documentos estarán disponibles para su inspección pública en la Oficina de la Secretaria Municipal y el día de la reunión en la Sala del Consejo, en el área pública bajo el estrado.

TARJETA DEL PRESIDENTE

Los miembros del público que deseen dirigirse al Consejo Municipal deben completar una Tarjeta de Portavoz disponible en el estrado. Entrega la tarjeta completada a la Secretaria Municipal, preferiblemente antes de que comience la reunión o antes de que se trate el asunto de su interés. Se puede conceder hasta tres minutos para dirigirse al Consejo, salvo que se conceda tiempo adicional según lo previsto para los portavoces. No se permite a los oradores ceder su tiempo a otro orador. De acuerdo con la Ley Brown, el Consejo Municipal no podrá tomar ninguna acción sobre los puntos que no estén ya en la agenda. Sin embargo, el Consejo Municipal puede remitir tus comentarios o preocupaciones al personal o solicitar que el tema se incluya en una agenda futura.

INFORMACIÓN GENERAL

Las reuniones del Consejo Municipal se retransmiten en directo en la página web de la ciudad en www.pittsburgca.gov en la página de Agendas y Reuniones en Vivo. Mira la reunión en directo en el canal de YouTube de la Ciudad (@CityofPittsburg94565) o a través de la retransmisión por internet de Comcast Canal 24 Delta TV, AT&T U-Verse Canal 99 Delta TV.

La participación remota está disponible a través de Zoom.

- ID del seminario web: 898 0554 4017
- Por teléfono: (669) 900-6833

Comentarios Públicos Orales A Distancia - Se pide a los ponentes que faciliten su nombre y ciudad de residencia para el acta, aunque no es necesario hacerlo para participar. Cuando el asunto de tu interés esté abierto para comentarios públicos, utiliza la función "Levantar la mano" (o pulsa *9 si te conectas por teléfono). Cuando te llamen, desactiva el micrófono y deja tus comentarios.

AUDIENCIAS PÚBLICAS

Las personas que deseen intervenir en las Audiencias Públicas listadas en la agenda serán escuchadas cuando se abra la Audiencia Pública, salvo en los puntos previamente escuchados y cerrados para comentarios públicos. Tras el comentario público, el tema se cierra a comentarios públicos y se lleva al nivel del Consejo o Agencia para su discusión y acción. No se recibirán más comentarios del público salvo que el Consejo o la Agencia lo solicite. Existe un límite de 90 días para presentar un recurso ante el Tribunal Superior contra determinadas decisiones y órdenes administrativas de la ciudad que requieran una audiencia legal, la recepción de pruebas y el ejercicio de la discreción. El plazo de 90 días comienza en la fecha en que la decisión es definitiva (Sección 1094.6 del Código de Procedimiento Civil). Además, si impugnas una acción tomada por el Ayuntamiento en los tribunales, puede que la ley de California, incluida pero no limitada a la Sección 65009 del Código de Gobierno, te limiten a plantear solo aquellas cuestiones que tú o otra persona planteen en la audiencia pública, o en correspondencia escrita entregada al Ayuntamiento antes o durante la audiencia pública.

AVISO A PERSONAS CON DISCAPACIDAD VISUAL O AUDITIVA

En cumplimiento con la Ley de Estadounidenses con Discapacidades, la ciudad de Pittsburg proporcionará asistencia especial a los participantes con discapacidad. A petición, se pondrá a disposición una agenda para cualquier reunión en formatos alternativos apropiados. La Cámara del Consejo está equipada con amplificadores de sonido para uso de personas con discapacidad auditiva. Las unidades funcionan en conjunto con el sistema de sonido de la Cámara. Puede solicitar el amplificador de sonido a la secretaria municipal para uso personal durante las reuniones del Consejo. Si necesita asistencia especial para participar en una reunión, o solicita un orden del día con formato especial, por favor contacte con e la Secretaria Municipal en el (925) 252-4850. La notificación 48 horas antes de la reunión permitirá a la Ciudad tomar medidas razonables para garantizar la accesibilidad a la reunión o proporcionar el formato de la agenda solicitado (28 CFR 35.102-35.104 ADA Título II).

DISRUPCIÓN TECNOLÓGICA, DECORO Y COMPORTAMIENTOS DISRUPTIVOS

La política de Disrupción Tecnológica, Decuento y Comportamiento Disruptivo para las Reuniones del Consejo Municipal fue adoptada para cumplir con el Proyecto de Ley del Senado 707 (2025). De acuerdo con la política, los estándares de decoro exigen que los participantes públicos presenciales y remotos se dirijan al Consejo Municipal en su conjunto, no a miembros individuales o empleados; los comentarios deben referirse a la jurisdicción del órgano legislativo o al punto del orden del día, según corresponda. En caso de interrupción intencionada, el órgano legislativo puede ordenar que se desaloje la sala o que se desaloje a la persona disruptiva en cumplimiento de la ley estatal. En caso de una interrupción tecnológica que afecte a la participación remota, se hará un anuncio, se convocará un receso, el personal intentará restablecer el servicio y la reunión podrá reanudarse incluso con la interrupción tecnológica en curso si el órgano legislativo emite conclusiones exigidas por la ley estatal. La política completa puede consultarse en la página web de la Ciudad en www.pittsburgca.gov en la página del Consejo Municipal bajo Políticas del Consejo Municipal.

ASIGNACIONES DEL CONCEJO MUNICIPAL A AGENCIAS, ENLACES Y SUBCOMITÉS (26 de Marzo 2026)

JUNTA DIRECTIVA DE AGENCIAS EXTERNAS	MIEMBRO(S) DEL CONSEJO	TIPO	FRECUENCIA	HORARIO	PERSONAL
ABAG	Dionne Adams / Jelani Killings (Alt.)	recurrente	Anual		D. Gale/M. Aliotti
Delta Diablo*	Jelani Killings / Arlene Kobata (Alt.)	recurrente	2ndo miércoles	4:30 PM	J. Samuelson
East Co. Co. County Habitat Conservancy	Arlene Kobata / Juan Banales (Alt.)	recurrente	4to lunes (Bi-Mensual)	1:30 PM	J. Davis
East County Water Management	Juan Banales / Jelani Killings (Alt.)	recurrente	Bi-Anual	1:00 PM	J. Samuelson
MCE Clean Energy Board	Arlene Kobata / Angelica Lopez (Alt.)	recurrente	3er jueves	6:30 PM	J. Davis
TRANSPLAN / ECCRFFA	Juan Banales / Dionne Adams (Alt.)	recurrente	2ndo jueves	6:30 PM	J. Samuelson
Tri-Delta Transit (2 reps)**	Angelica Lopez & Dionne Adams / Arlene Kobata (Alt.)	recurrente	4to miércoles	4:00 PM	J. Samuelson
ENLACE	**MIEMBRO(S) DEL CONSEJO**	**TIPO**	**FRECUENCIA**	**HORARIO**	**PERSONAL**
East Bay League of California Cities	Dionne Adams / Angelica Lopez (Alt.)	recurrente	3er jueves		D. Gale/M. Aliotti
Green Empowerment Zone	Arlene Kobata / Jelani Killings (Alt.)	recurrente	3er viernes (Bi-Mensual)	9:30 AM	J. Davis
Los Medanos Health Advisory Committee	Arlene Kobata & Dionne Adams	Ad Hoc	Según Sea Necesario	5:00 PM	D. Gale/M. Aliotti
Mayor's Conference	Dionne Adams / Angelica Lopez (Alt.)	recurrente	1er jueves	6:30 PM	D. Gale/M. Aliotti
School Districts Committee (2x2)	Jelani Killings & Angelica Lopez / Juan Banales (Alt.)	recurrente	Trimestral		D. Gale/M.Aliotti
SUBCOMITÉS	**MIEMBRO(S) DEL CONSEJO**	**TIPO**	**FRECUENCIA**	**HORARIO**	**PERSONAL**
Community and Economic Development	Jelani Killings & Dionne Adams / Angelica Lopez (Alt.)	recurrente	2do jueves	5:30 PM	J. Davis
Data Center and Hydrogen	Jelani Killings & Juan Banales	Ad Hoc	Según Sea Necesario		J. Davis
Development Agreement	Dionne Adams & Jelani Killings	Ad Hoc	Según Sea Necesario		J. Davis
Finance Management	Dionne Adams & Juan Banales / Jelani Killings (Alt.)	recurrente	2ndo miércoles	5:30 PM	E. Adair
Infrastructure and Transportation	Juan Banales & Arlene Kobata / Dionne Adams (Alt.)	recurrente	4to jueves	5:30 PM	J. Samuelson
Tenant Protections	Juan Banales & Angelica Lopez	Ad Hoc	Según Sea Necesario		S. Bellafronte
Life Enrichment	Dionne Adams & Arlene Kobata / Jelani Killings (Alt.)	recurrente	3er miércoles	5:30 PM	K. Simonton
Pittsburg Arts and Community Foundation	Angelica Lopez & Jelani Killings	recurrente	Según Sea Necesario		K. Simonton
Public Safety	Juan Banales & Angelica Lopez / Arlene Kobata (Alt.)	recurrente	1er miércoles	5:30 PM	P. Galer

*Suelda de $170 por mes
** Sueldo de $100 por mes

Proclamation

NATIONAL NIGHT OUT 2026
August 4, 2026

WHEREAS, *National Night Out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer and better places to live; and*

WHEREAS, *the 43rd Annual National Night Out provides a unique opportunity for the City of Pittsburg Police Department to join forces with thousands of other communities across the county in promoting cooperative crime prevention efforts; and*

WHEREAS, *National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community. Furthermore, it provides a great opportunity to bring police and neighbors together under positive circumstances; and*

WHEREAS, *a celebration is planned at Small World Park on Tuesday, August 4, 2026 from 4:00 pm to 8:00 pm; and*

WHEREAS, *it is essential that all Pittsburg residents come together with police and work together to build a safe and caring community.*

NOW, THEREFORE, *I, Dionne Adams, on behalf of the City Council of the City of Pittsburg, do hereby encourage all citizens of Pittsburg to celebrate the 43rd Annual National Day Out on August 4, 2026.*

Dionne Adams, Mayor

Alice E. Evenson, City Clerk

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: July 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 7:39 P.M. in the Council Chamber at City Hall, 65 Civic Avenue Pittsburg, CA.

ROLL CALL

Vice Mayor Lopez was absent and excused.

PLEDGE OF ALLEGIANCE

Mayor Adams led the Pledge of Allegiance.

PROCLAMATIONS

3. Think Pittsburg – Payback Brazilian Jiu-Jitsu Academy

4. Port Chicago Commemoration

COMMITTEE REPORTS

Member Killings attended the Community and Economic Development Subcommittee meeting.

City Manager Reports/Remarks was moved up on the agenda and heard after Committee Reports/Remarks.

Before City Manager remarks, Mayor Adams provided information regarding upcoming opportunities for the community to participate in meetings related to the Data Center. She also reminded those in attendance of the City Council meeting policies and announced that, due to the number of speaker cards received, the public comment time for each speaker would be limited to two minutes.

CITY MANAGER REPORTS/REMARKS

City Manager Gale invited the community to upcoming City events. He also provided remarks regarding the cancellation of the July 6 City Council meeting. He responded to questions and concerns received from the community regarding the environmental review of the Data Center. Lastly, he mentioned the upcoming webinar and meeting at which the community would have the opportunity to hear information about the Data Center and provide comments.

PUBLIC COMMENTS

The following speakers provided public comments regarding the Data Center:

Mark Linde, Pittsburg
Jason Lindsey
Angelica Connally
Phyllis Gordon, Pittsburg
Lynn Dougherty, Pittsburg
Nicole Arrington, Pittsburg
Reyna Arrington, Pittsburg
David Manly, Pittsburg
Leticia Preciado, Pittsburg
Kathryn Tooker
Andrea Hiatt, Pittsburg
Teresa Martin, San Leandro
Faith Okani
Sadie Cisneros
Awilda Graff
Cindy Alvarenga
Kevin Sumner
Shari Harewood
Judy Dudziak, Pittsburg
Allen Tatomer, Pittsburg
Angela Carmouche
Oscar Osorio, Pittsburg
Amhari Perkins, Pittsburg
Frank Perkins, Pittsburg
Sindy Carcamo
Jennifer Navarro
Jillian Elliott, Martinez
Maedbh Lillis, Pittsburg
Koro A.
Lucas Miranda
Pauline Johnson, Pittsburg
Gretchen Egen, Martinez
Jessica Rojas, Pittsburg
Mia Barajas
Imee Hernandez
Eder Garcia
CC Cardinalli-Macaluso, Pittsburg

Aaron M.
Emmanuel Ron
Fatima Alexa
Marty Perez, Pittsburg
Anthony Dow
Marifer Miranda
Isabel Morales
Jenny Morales
Patty McCallister

Mike Katz-Lacabe provided comments about license plate readers used by the Police Department.

4 speaker cards in opposition of the Data Center were received. They did not wish to speak.

PUBLIC HEARING

5. Adoption of a City Council Resolution Confirming the Engineer's Report and District Diagram, and Ordering a Levy for Citywide Landscaping and Lighting Assessment District 1988-1 for Fiscal Year 2026/27

   Mayor Adams opened the Public Hearing.

   Wolfgang Croskey provided comments regarding the landscaping around the City.

   Mayor Adams closed the Public Hearing.

   On Motion by Member Banales, seconded by Member Kobata and adopted by the following vote:

   AYES: Banales, Killings, Kobata, Adams
   ABSENT: Lopez

   City Council took a recess at 10:13 PM. The meeting resumed at 10:23 PM.

6. Adoption of a City Council Resolution Confirming the Engineer's Report and District Diagram, and Ordering a Levy for the Oak Hills Landscaping and Lighting Assessment District 1988-2 for Fiscal Year 2026/27

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

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

   AYES: Banales, Killings, Kobata, Adams
   ABSENT: Lopez

CONSIDERATION

7. Adoption of a City Council Resolution Authorizing the City Manager to Execute a License Agreement with Your Community Farmers Advocate for the Operation of a Certified Farmers' Market at the City Hall Lawn

Lynn Dougherty and Angela Camouche provided remarks regarding the day of the week and hours of operation for the Farmer's market.

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

AYES: Banales, Killings, Kobata, Adams
ABSENT: Lopez

8. Adoption of a City Council Resolution Accepting Project 5704 – Central Harbor Park and Boat Launch Facilities as Complete and Authorizing the City Engineer to File a Notice of Completion

Marty Perez provided comments about the hours the restrooms are closed as well as the fire pits accessibility to the public.

On Motion by Member Banales, seconded by Member Kobata and adopted by the following vote:

AYES: Banales, Killings, Kobata, Adams
ABSENT: Lopez

At 11:05 p.m., before continuing with the remainder of the agenda, the City Council conducted a roll call vote to continue the meeting past 11:00 p.m. to complete the remaining agenda items. The motion passed, with all Council Members voting in favor.

CONFLICT OF INTEREST STATEMENT

There were no Conflict of Interest Statements.

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

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

AYES: Banales, Killings, Kobata, Adams
ABSENT: Lopez

9. Minutes of June 15, 2026

10. Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute a Consulting Services Agreement Between the City of Pittsburg and R. Giordano Consulting and Investigation Services

11. Adoption of City Council Resolution Accepting Project 2019 - BART Pedestrian & Bicycle Connectivity as Complete and Authorize the City Engineer to File a Notice of Completion

12. Adoption of City Council Resolution Accepting Project 4079 - Linscheid Drive Traffic Calming as Complete and Authorizing the City Engineer to File a Notice of Completion

13. Adoption of a City Council Resolution Authorizing Submittal of Applications and Accepting Grant Award for CalRecycle Grant and Payment Programs Through Fiscal Year 2031/32

14. Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute Contracts with Underground Republic Water Works for Water Distribution System Supplies and Badger Meter for Meters and Meter Reading Supplies

15. Adoption of a City Council Resolution Authorizing the City Manager to Execute Contracts with Chemtrade Chemical US LLC, International Dioxcide, Inc., Polydyne Inc., and Univar Solutions USA, LLC for Water Treatment Plant Chemical Supplies

16. Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute Contracts with Antioch Building Materials (ABM) and County Asphalt, LLC for Asphalt Supplies

17. Adoption of a City Council Resolution Authorizing Application and Acceptance of funds from the California Department of Resources Recycling and Recovery Payment Programs for Fiscal Year (FY) 2026/27 through FY 2031/32

18. Adoption of a a City Council Resolution Authorizing the City Manager to Execute the Second Amendment to the Agreement with AchieveIT

19. Adoption of a City Council Resolution Amending the Fiscal Year (FY) 2026/27 Budget for the Intergovernmental Support Agreement with the United States Army for Small Construction and Design Services at Military Ocean Terminal Concord (MOTCO) and Authorizing the City Manager to Amend the Budget as Additional Task Orders are Executed

20. Adoption of a City Council Resolution Authorizing Submission of Grant Applications and Acceptance of Grant Awards for the Pavement Management Technical Assistance Program (PTAP), Including PTAP-27, and Authorizing Expenditure of Project 2043 - Zone 7 Pavement Management Phase I Funds for the Required Local Match

21. Adoption of a City Council Resolution Approving the Installation of Speed Humps on Meadows Avenue

22. Adoption of a City Council Resolution Authorizing the City Manager to Execute a First Amendment to the Consulting Services Agreement with Entertainment Lane, Inc. for the Operation and Management of the California Theatre

23. Adoption of a City Council Resolution Amending the Master Pay Schedule to Include Amendments to the Salary Schedule and Authorized Positions Listing

24. Adoption of a City Council Resolution and a Geologic Hazard Abatement District (GHAD) II Resolution Approving a List of On-Call Engineering Services Firms, Authorizing the Execution of Agreements, Authorizing the Execution of up to Two One-Year Extensions, and Authorizing the Execution of Task Orders

25. Adoption of a Pittsburg Power Company Resolution Authorizing the Executive Director to Execute a Second Amendment to the Operations Agreement with the City of Vallejo to Provide Natural Gas Service to Mare Island and a Second Amendment to the Operations Agreement with the City of Vallejo to Provide Electric Service to Mare Island

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

Mayor Adams thanked everyone in attendance. She emphasized the importance of engaging in dialogue and listening to one another.

ADJOURNMENT

The meeting adjourned at 11:08 P.M. to August 3, 2026.

Respectfully submitted,

Alice E. Evenson, City Clerk

STAFF REPORT

MEETING DATE:	August 3, 2026
TO:	Mayor and Council Members
FROM:	Darin E. Gale, City Manager Elena Adair, Finance Director Isaac Williams, Financial Analyst
SUBJECT:	Receive and File the Treasurer’s Report for the Quarter Ending June 30, 2026

EXECUTIVE SUMMARY

An Investment Summary Report is provided to the City Council for review for each fiscal quarter. The report includes the combined detailed information of the City and the Successor Agency's (Agency) investments, which are compliant with the City and Agency's Investment Policies. This Treasurer's Report is for fiscal quarter ending June 30, 2026.

FISCAL IMPACT

The City’s expenditure requirements for the next six months are covered by anticipated revenues from City operations and liquidity from maturing investments. The difference between market value and cost as of June 30, 2026, will be reflected in the City’s financial statements for Fiscal Year 2025-26 as an adjustment to interest income for each of the City’s funds on a pro rata basis as required by Governmental Accounting Standards Board Statement Number 31. Market values change on a daily basis. The change in market value is considered temporary in nature, as the City mostly holds its investments until maturity, when they can be redeemed at par value.

RECOMMENDATION

City Council accept the Treasurer’s Report for the quarter ending June 30, 2026, for information purposes only.

BACKGROUND

Each fiscal quarter, an Investment Summary Report is required to be provided, by policy, to the City Council for review.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The City's objectives, in order of priority, are to provide safety, ensure the preservation of capital, provide sufficient liquidity for cash needs and earn a competitive rate of return (yield) within the confines of the California Government Code and the Investment Policy. Chandler Asset Management is responsible for managing investments in accordance with the City's investment policy. All portfolio holdings were held with investment grade securities.

The advisor-managed funds are comprised of operating funds managed in a Core Portfolio account, as well as several Non-Successor Agency bond-related funds. The City's advisor works to achieve the City's objectives by investing in high quality fixed income securities consistent with the City's investment policy and California Government Code.

The Core Portfolio represents the City's cash reserves. Its return objective is to enhance both interest income and principal value as measured by total return. Total return reflects the value added to the portfolio for a period of time from interest income, realized gains and losses, as well as unrealized gains and losses.

This quarter the City's main portfolio continued to shift to a longer duration period. This change in the investment policy started in the quarter ending March 31, 2026 and allow money managers to take advantage of purchasing securities with higher coupon rates, which in turn translates to higher investment income. The portfolio's total return for the quarter ending June 30, 2026 was 0.43% comparing to the City performance benchmark of 0.24%, the Intercontinental Exchange Bank of America Merrill Lynch (ICE BAML) 1-5 Year Unsubordinated U.S. Treasury/Agency Index. Since inception (7/31/2018), the portfolio's total return through quarter end is 2.54%, which slightly overperformed the benchmark return of 2.22% for the same period. Total returns for the quarter and since inception reflect fluctuations in market value.

Summary Cash and Investments as of 6/30/2026		
Investments and Cash	Original Cost	Market Value
Investments		
Portfolio of Securities (Managed by Chandler)	$ 94,860,189.22	$ 94,830,872.16
Bond Managed Reserve (Chandler)	1,278,079.38	1,278,079.38
Section 115 Pension Trust (PARS) *	6,018,915.64	6,018,915.64
LAIF	50,215,342.92	50,215,342.92
Total Investments	152,372,527.16	152,343,210.10
City Managed		
Cash *	23,830,029.18	23,830,029.18
Bond Funds - Restricted Reserve	74,478,363.12	74,478,363.12
Total City Cash	98,308,392.30	98,308,392.30
Total Cash and Investments	$ 250,680,919.46	$ 250,651,602.41

Sector Allocation

Security Type	Par Value	Original Cost	Market Value	Average Maturity	Average Yield
Operating Funds					
Cash Equivalents	24,018,186.65	24,018,186.65 *	24,018,186.65	1	N/A
Money Market Funds	288,642.14	288,642.14	288,642.14	1	3.25%
Investment Pools	50,215,342.92	50,215,342.92	50,215,342.92	1	N/A
Total Liquidity	**74,522,171.71**	**74,522,171.71**	**74,522,171.71**	**1**	3.25%
U.S. Treasury Notes	38,650,000.00	37,959,648.45	37,792,169.55	1274	3.83%
Federal Agency Securities	12,365,000.00	12,394,714.90	12,400,292.86	442	4.44%
Medium-Term Corporate Notes	25,310,000.00	25,035,349.60	25,091,012.48	920	4.54%
Asset-Backed Securities	7,433,111.25	7,432,300.23	7,430,959.95	996	4.65%
Supranationals	1,370,000.00	1,366,220.20	1,364,735.99	427	4.11%
Collateralized Mortgage Obligations	10,714,230.41	10,109,801.34	10,189,546.83	902	4.10%
Total Securities	**95,842,341.66**	**94,298,034.72**	**94,268,717.66**	**996**	**4.20%**
Total Operating Funds	**170,364,513.37**	**168,820,206.43**	**168,790,889.37**	**557**	**2.35%**
Bonded Debt Funds					
Pittsburg Pension Bond	1,499.75	1,499.75	1,499.75	1	3.51%
Pittsburg AD Auto Mall	387,368.94	387,368.94	387,368.94	1	3.51%
Pittsburg AD Vista DM	889,210.69	889,210.69	889,210.69	1	3.51%
Additional Bonded Debt Funds	74,475,143.71	74,475,143.71	74,475,143.71	N/A	N/A
Total Bonded Debt Funds	**75,753,223.09**	75,753,223.09	75,753,223.09	1	3.51%
Section 115 Trust					
Equity Mutual Fund	5,435,979.65	5,435,979.65 *	5,435,979.65		
Total Section 115 Trust Funds	**5,435,979.65**	**5,435,979.65**	**5,435,979.65**	**N/A**	**N/A**
Total City Funds	**251,553,716.11**	**250,009,409.17**	**249,980,092.11**		
Plus: Cash true-up (June Bank vs. stale May balance used by Chandler)		85,354.89	85,354.89		
Plus: PARS true-up (June vs. stale May balance used by Chandler)		582,935.99	582,935.99		
Plus: Accrued interest not yet posted to City ledger		3,219.41	3,219.41		
True Total Cash and Investments, 6/30/2026		**250,680,919.46**	**250,651,602.40**		

Governmental Accounting Standards Board Statement No. 31 requires the City to recognize the fair market value of its investments at the end of each fiscal year. The market values of investments included in this report were obtained from the State Controller's office for Local Agency Investment Funds (LAIF), and from the City's registered investment advisor and bond trustees for longer-term investments.

Attached is the Chandler Asset Management (CAM) Investment Report detailing an economic update, account profile and investment activity for the quarter ending June 30, 2026.

ATTACHMENTS: Letter from City Treasurer
June 2026 Quarterly Investment Report

City of Pittsburg
Finance Division
65 Civic Avenue
Pittsburg, California 94565

July 20, 2026

Honorable Mayor and City Council:

I have reviewed the City of Pittsburg Treasurer's Report for the quarter ending June 30, 2026, and find that it complies with the Investment Policy established by my office.

Sincerely,

Nancy Parent

Nancy Parent
City Treasurer

INVESTMENT REPORT

City of Pittsburg | As of June 30, 2026

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

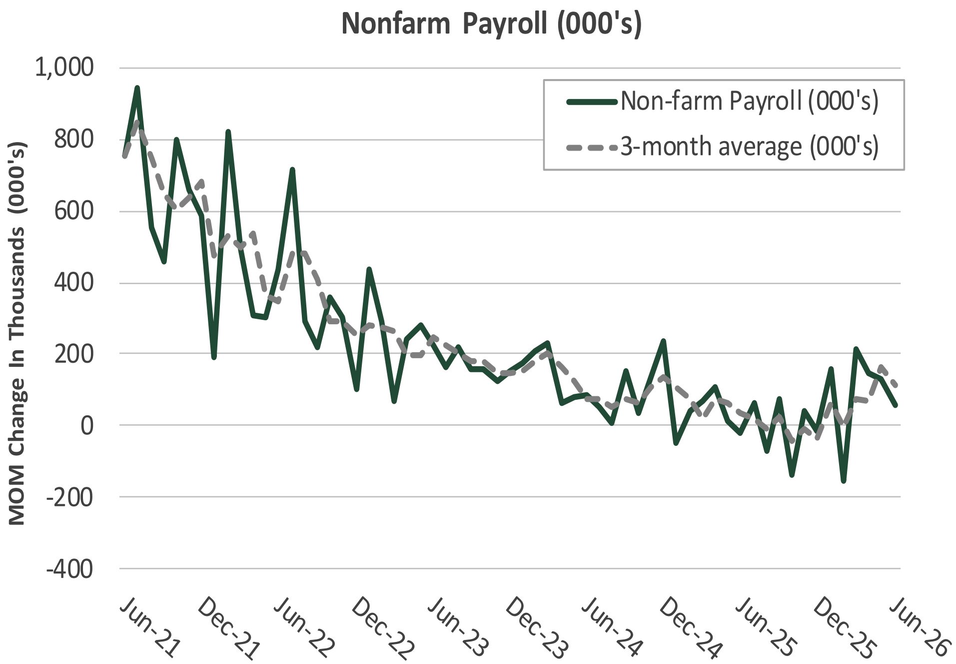
TABLE OF CONTENTS

ECONOMIC UPDATE

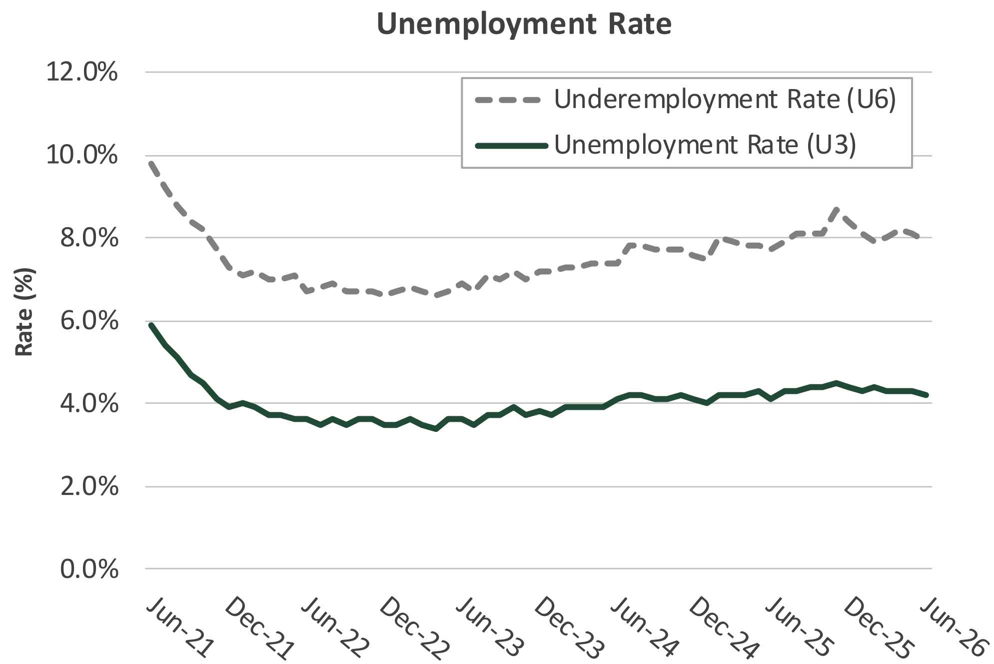
- Energy prices and inflation remained the primary drivers of the macro backdrop as the U.S.-Israel-Iran conflict entered its third month, disrupting global oil supply. Headline CPI accelerated at the fastest pace in more than three years, reflecting volatility in the energy component. Crude oil, however, retraced roughly 20% from its May–early June peak as diplomatic progress between the United States and Iran pointed to a potential framework for de-escalation. The labor market remained resilient, with continued payroll growth and subdued jobless claims. Risk assets held firm, as equities hovered near record highs and credit spreads remained historically tight amid broadly better-than-expected corporate earnings. Taken together, the current market environment has further constrained the case for near-term monetary policy easing, leading the Chandler team to push out its expected timing for rate cuts beyond the six-month investment horizon.

- The Federal Reserve’s June FOMC meeting ended with policymakers unanimously holding the target range at 3.50%–3.75%, a notable shift from the 8–4 split at April’s meeting, which marked Jerome Powell’s final session as Chair. Under new Chair Kevin Warsh, sworn in on May 22, the Committee released an unusually concise statement that referenced Middle East tensions and energy supply disruptions while removing prior forward guidance that had suggested a bias toward rate cuts. Updated projections leaned more hawkish, with 9 of 18 officials expecting at least one rate hike this year and 6 anticipating multiple increases. The shift signals that restoring price stability has reemerged as the central focus of monetary policy deliberations.

- The Treasury yield curve flattened modestly in June as short-term yields responded to a more hawkish shift in Federal Reserve guidance. The 2-year yield rose to 4.15% from 3.98% the prior month, while the 10-year yield edged down slightly to 4.44% from 4.45%. As a result, the 2s/10s spread narrowed to 29 basis points, down from roughly 47 basis points a month earlier and significantly below the 69 basis point spread at the start of the year. Meanwhile, the 3-month/10-year spread remained positive at 64 basis points. Front-end rates absorbed the bulk of the Fed’s updated rate outlook, while longer maturities were partly anchored by a late-month decline in oil prices.

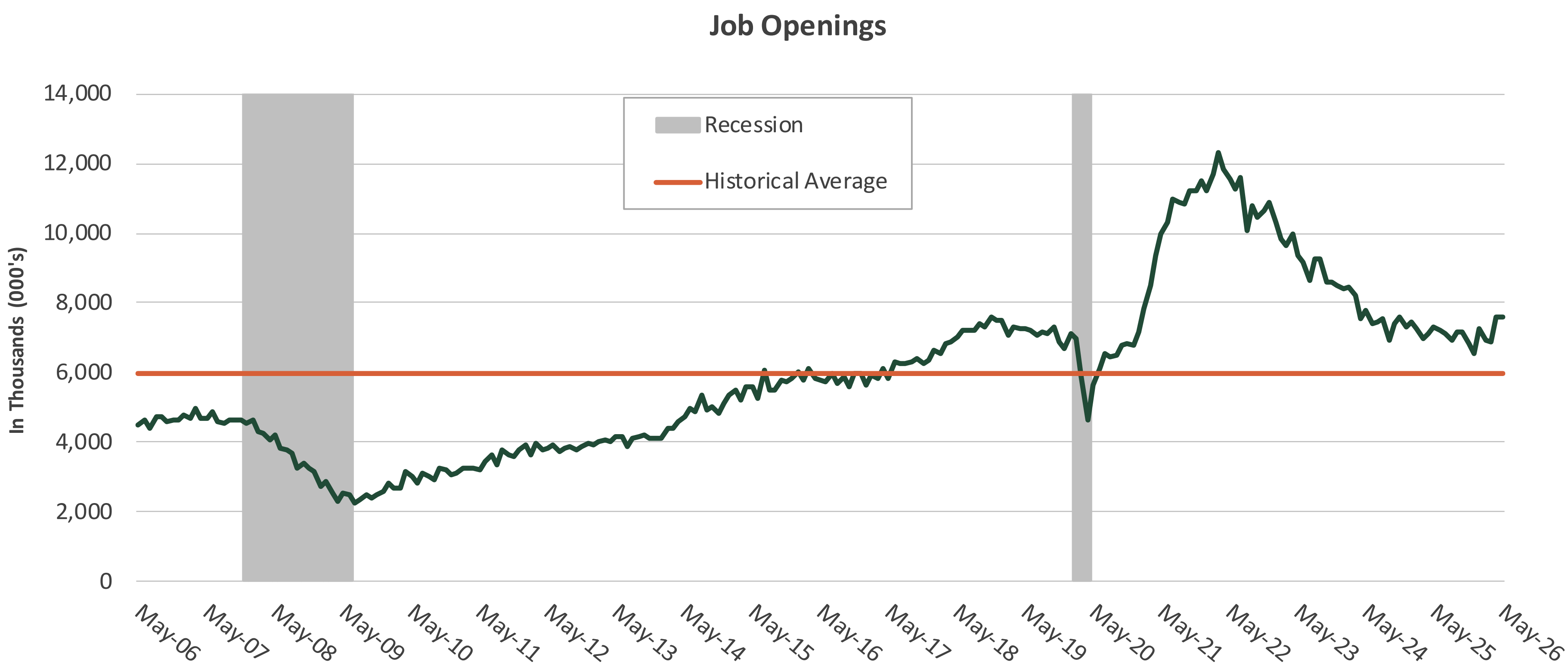


Source: US Department of Labor



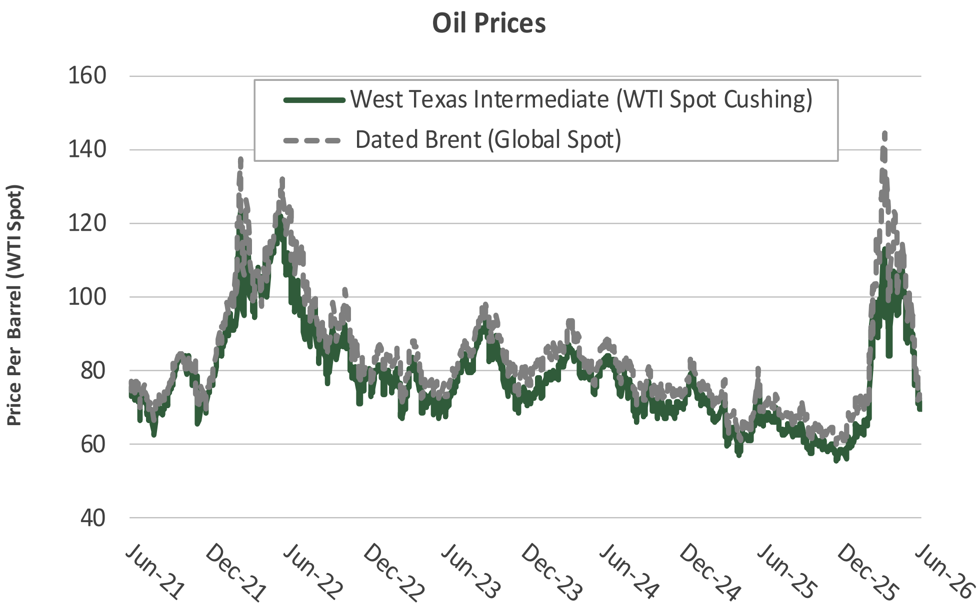
Source: US Department of Labor

Nonfarm payrolls increased by just 57,000 in June, well below the 113,000 consensus and marking a sharp slowdown from May's pace. The unemployment rate edged down to 4.2%, though the decline was driven by a drop in labor force participation to 61.5%, its lowest level since March 2021. Revisions further weakened the report's signal. April payrolls were revised down by 31,000 to 148,000, while May was lowered by 43,000 to 129,000, resulting in a combined two-month downward revision of 74,000.

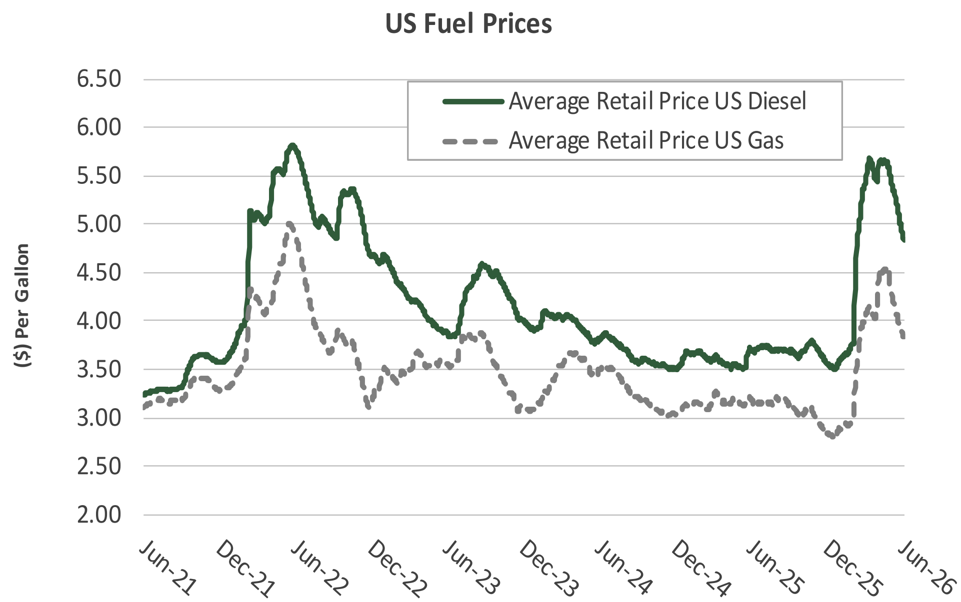


Source: US Department of Labor

Job openings were essentially unchanged at 7.6 million in May, remaining elevated by historical standards even as hiring momentum moderates. Gains in wholesale trade and accommodation and food services were offset by declines in health care and social assistance, as well as finance and insurance. April openings were revised down by 33,000 to 7.6 million, while hires were revised up by 99,000, highlighting ongoing churn but a broadly stable labor market backdrop.

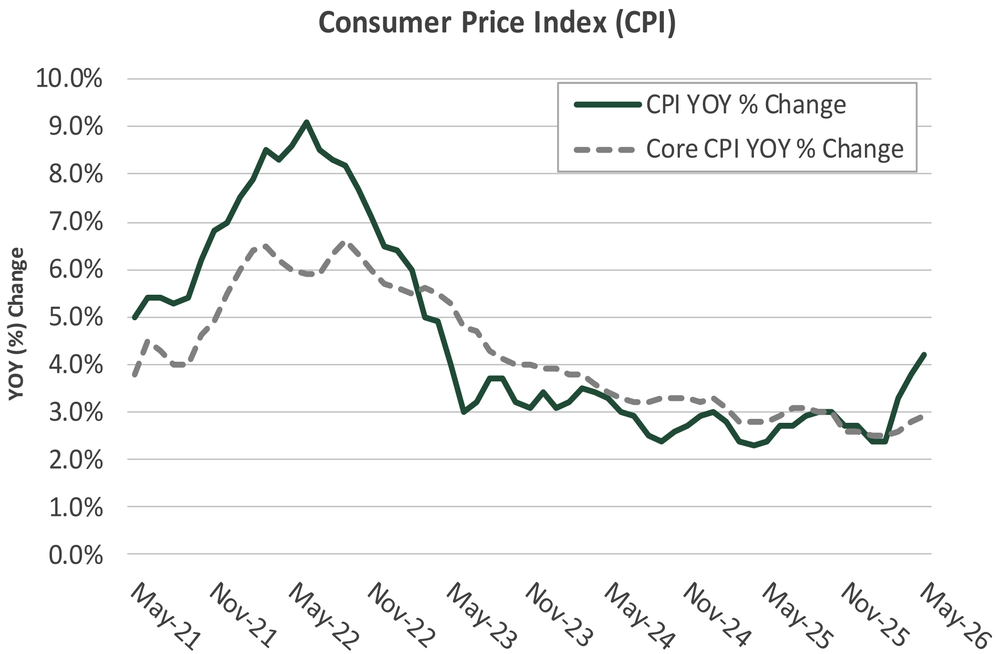


Source: Bloomberg Indices

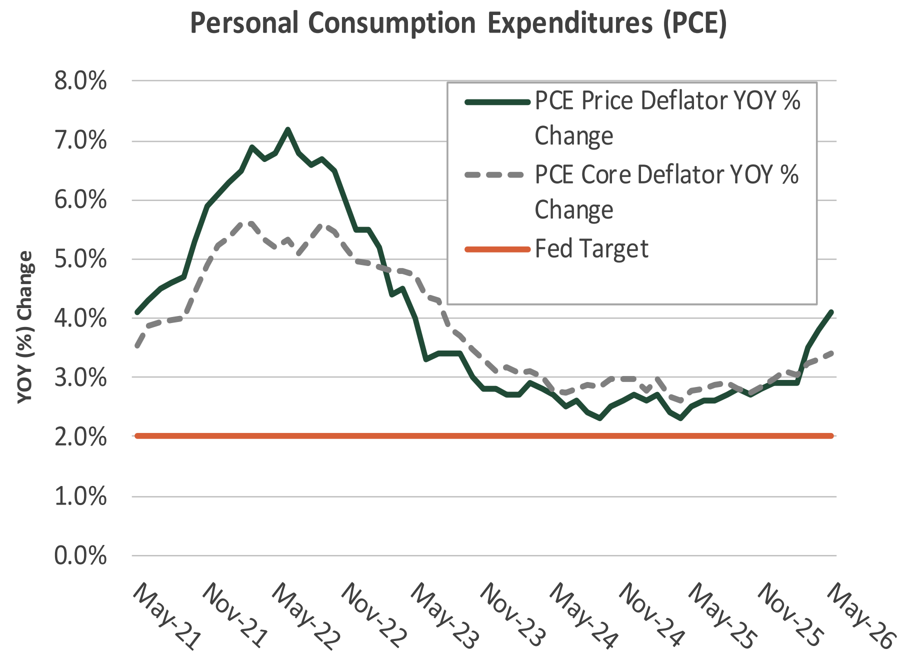


Source: Bloomberg Indices

Crude oil prices declined sharply in June as supply disruptions tied to the Middle East conflict began to ease. Tanker traffic through the Strait of Hormuz normalized, and signs of progress in U.S.–Iran negotiations helped unwind the geopolitical risk premium that had driven prices higher earlier in the year. West Texas Intermediate settled near $69.37 per barrel on June 30, while Brent crude closed around $72.96, both well below their recent peaks. Brent's 21% monthly decline marked its steepest drop since March 2020, while WTI fell more than 20%, its largest monthly loss since late 2021. Beyond crude, broader energy markets also softened. Refined product cracks narrowed as gasoline and diesel demand showed signs of seasonal moderation, while U.S. natural gas prices remained range-bound amid ample storage and steady production. Taken together, the retracement in oil and broader energy prices reflects a rapid compression in geopolitical risk premia and improved near-term supply visibility, even as underlying structural risks in the region remain unresolved.

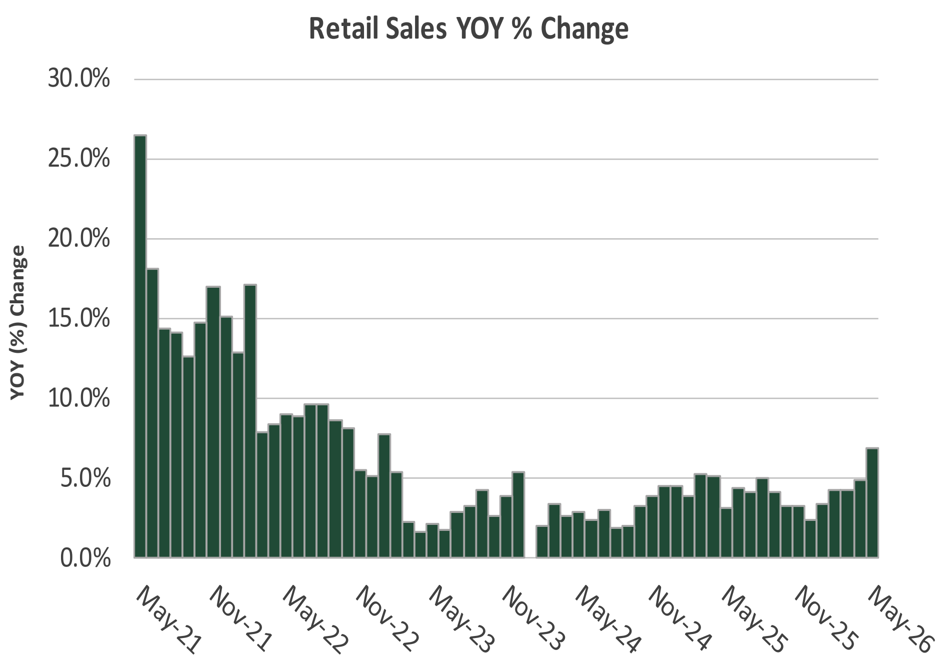


Source: US Department of Labor

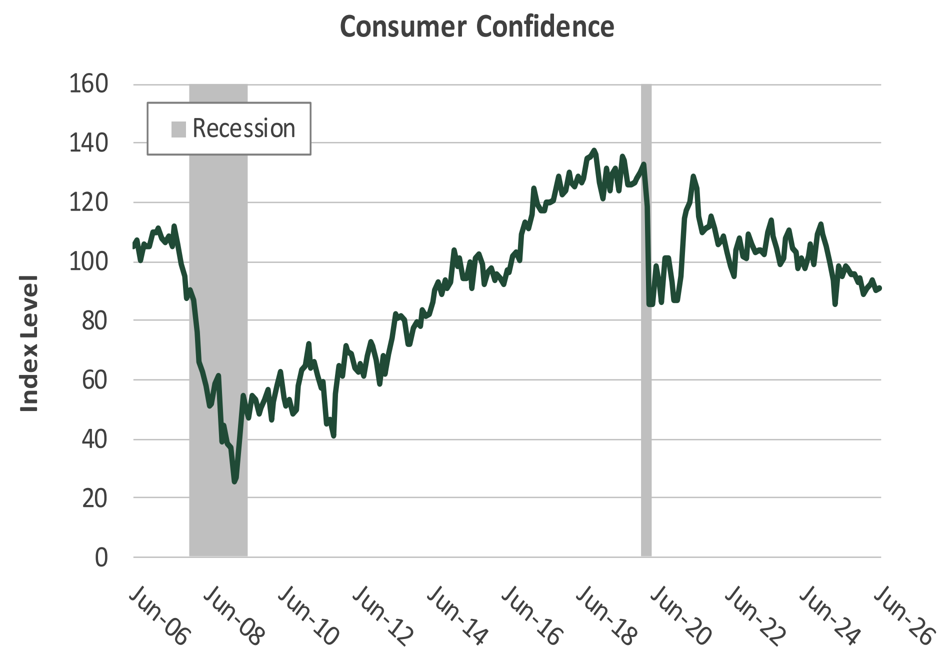


Source: US Department of Commerce

Inflation firmed in May, with the Personal Consumption Expenditures (PCE) price index rising 0.4% on the month and 4.1% year over year, up from 3.8% in April and marking the highest annual rate of the current cycle. Core PCE, which excludes food and energy, increased 0.3% in May and 3.4% over the year. Energy prices remained the primary driver of the headline acceleration, reflecting supply disruptions tied to the Iranian conflict. A similar pattern was evident in the headline Consumer Price Index (CPI), which rose 0.5% on the month and 4.2% year over year, the fastest annual pace since 2023. Energy prices climbed 3.9% in May and 23.5% from a year earlier, largely due to crude oil reaching a four-year high. In contrast, core CPI rose a more modest 0.2% on the month and 2.9% year over year, indicating that inflation pressures remain concentrated in energy rather than broad-based.

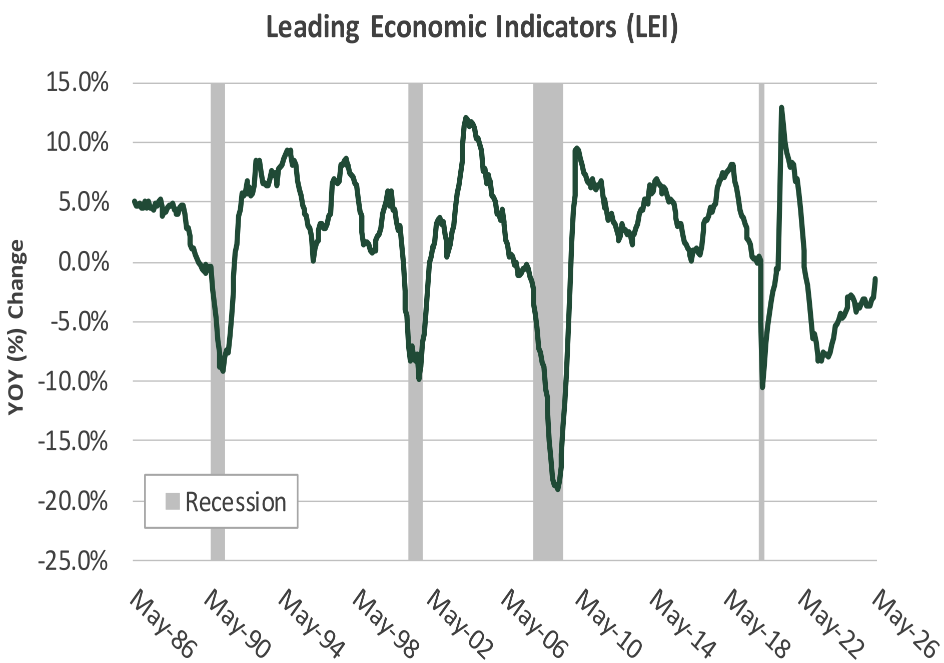


Source: US Department of Commerce

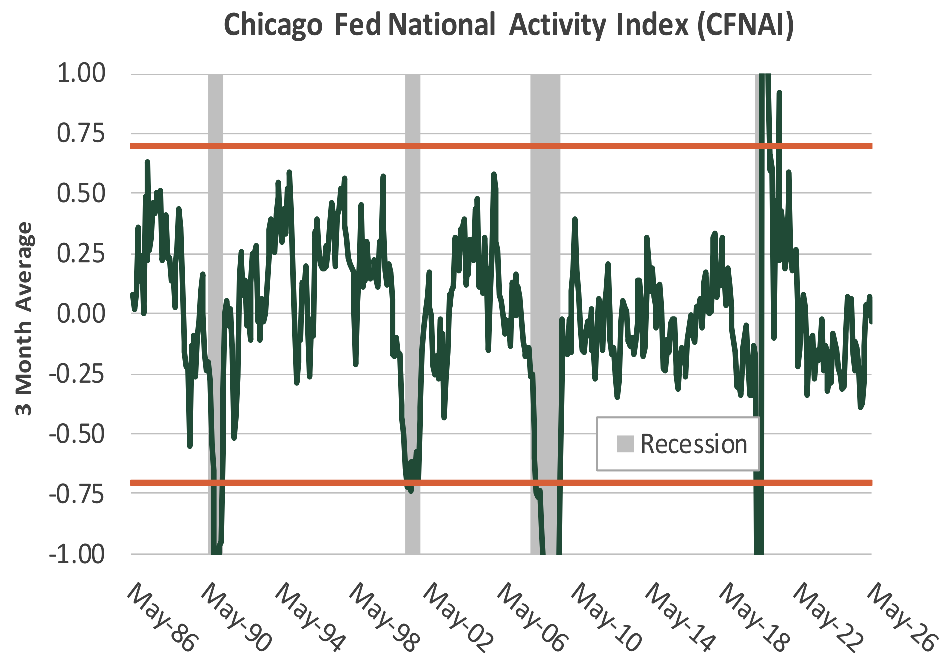


Source: The Conference Board
All time high is 144.70 (1/31/00); All time low is 25.30 (2/28/09)

Retail sales rose a robust 0.9% in May to $763.7 billion, nearly double the pace economists had penciled in and an acceleration from April's downwardly revised 0.4% gain. The closely watched control group, which feeds directly into gross domestic product calculations, advanced 0.7%, pointing to durable underlying demand. Gasoline station receipts rose as energy prices stayed high, while auto sales rebounded after an April pullback. The Conference Board's Consumer Confidence Index ticked up 0.6 points to 91.2 in June, though the improvement masked a further deterioration in how households view the job market, with the share calling jobs ‘hard-to-get’ climbing to a five year high. Spending has proven more resilient than sentiment across recent months.

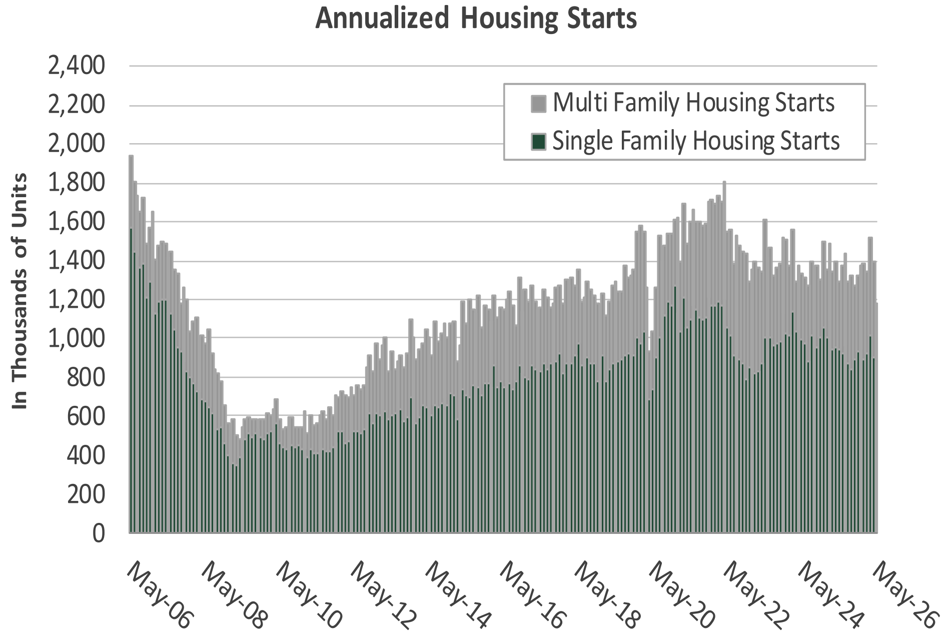


Source: The Conference Board

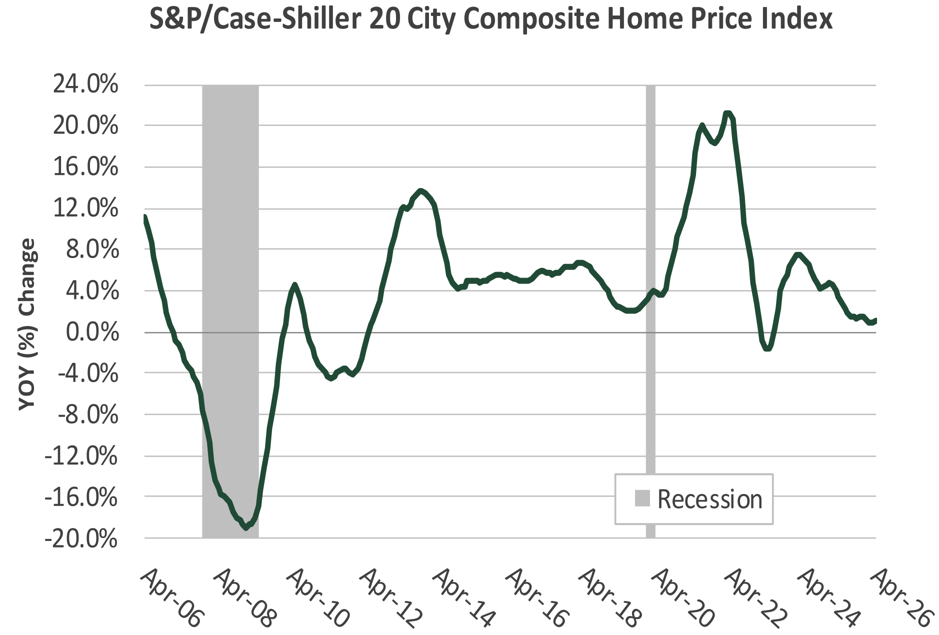


Source: Federal Reserve Bank of Chicago

The Conference Board's Leading Economic Index (LEI) edged up 0.1% in May to 99.3, following a revised 0.2% increase in April. Despite the monthly gains, the LEI's six- and twelve-month growth rates remained negative at -0.6% and -1.5%, respectively. The advance was driven primarily by financial components, including equity prices and the interest rate spread, while consumer expectations continued to weigh on the index. The Chicago Fed National Activity Index fell to -0.10 in May from an upwardly revised 0.19 in April. Production-related and employment-related indicators each subtracted from the index, while the sales, orders, and inventories category made a small positive contribution.

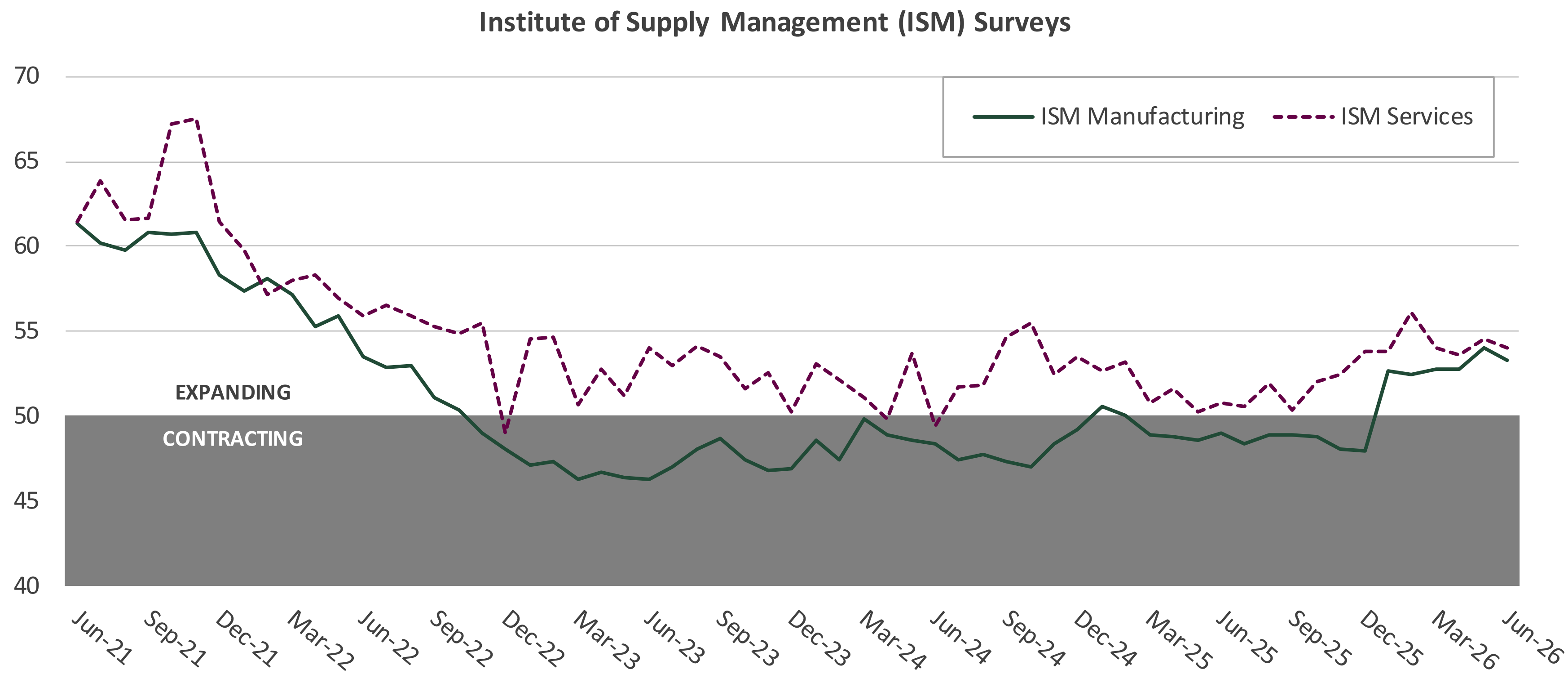


Source: US Department of Commerce



Source: S&P

Housing starts declined sharply in May to a seasonally adjusted annual rate of 1,177,000, a 15.4% drop from a downwardly revised 1,392,000 in April. The pullback was driven primarily by multifamily construction, while single-family starts edged down a more modest 1.9% to 882,000; total multifamily starts came in at 295,000 units. The S&P CoreLogic Case-Shiller 20-City Composite rose 1.1% year over year in April, marking its first pickup since November 2025, following an upwardly revised 0.9% gain in March. Freddie Mac's average 30-year fixed mortgage rate increased to 6.44% in May from 6.33% in April, reinforcing ongoing affordability constraints for prospective buyers.

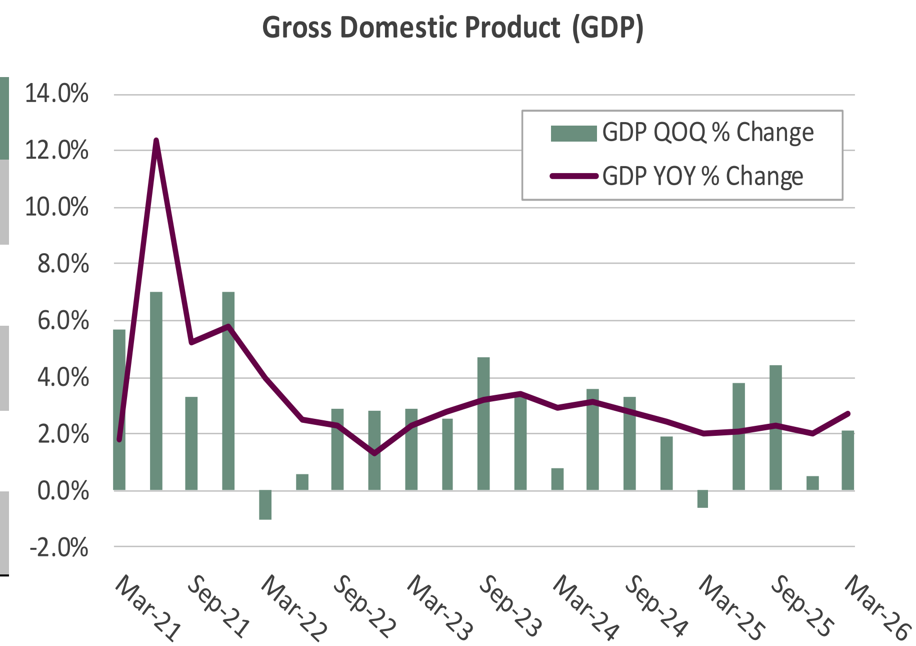


Source: Institute for Supply Management

Manufacturing activity cooled slightly in June, with the Institute for Supply Management's Manufacturing Index easing to 53.3%, down 0.7 percentage point from May but still marking a sixth consecutive month of expansion. Services activity also moderated, as the ISM Services Index eased to 54.0% from 54.5%, a twenty-fourth consecutive month in expansion territory. Business activity and new orders both slowed, though the employment component jumped to 51.2% from 47.9%, its strongest reading since late 2021 and the first expansion in services hiring in four months.

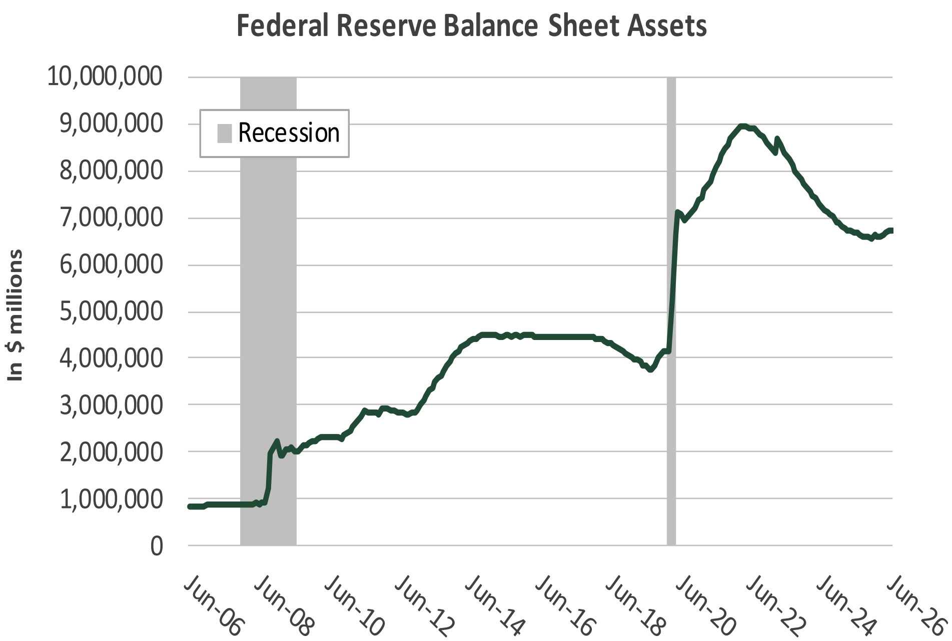
Components of GDP	6/25	9/25	12/25	3/26
Personal Consumption Expenditures	1.7%	2.3%	1.3%	0.4%
Gross Private Domestic Investment	-2.7%	0.0%	0.4%	1.4%
Net Exports and Imports	4.8%	1.6%	-0.2%	-0.4%
Federal Government Expenditures	-0.4%	0.2%	-1.2%	0.6%
State and Local (Consumption and Gross Investment)	0.3%	0.2%	0.2%	0.2%
Total	**3.8%**	**4.4%**	**0.5%**	**2.1%**

Source: US Department of Commerce

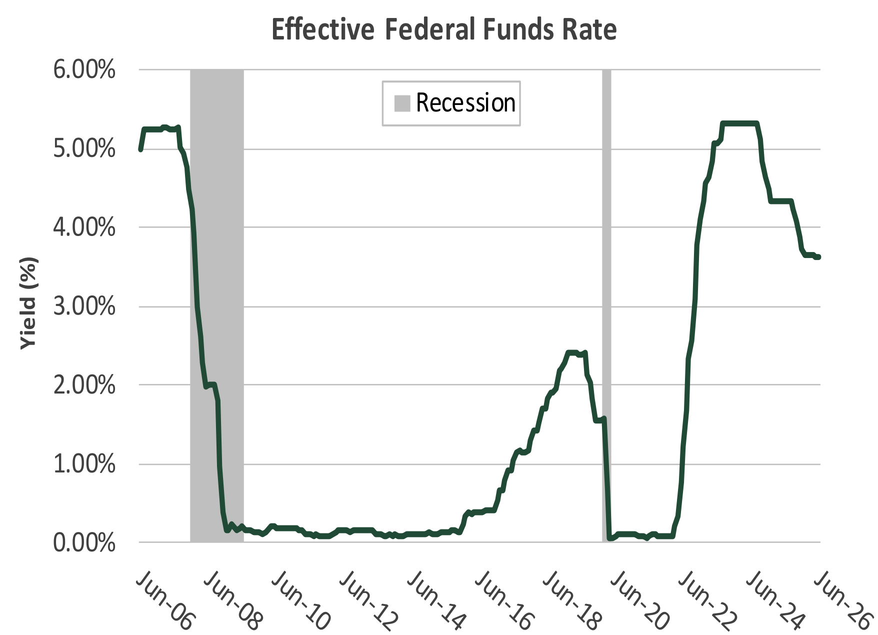


Source: US Department of Commerce

Real gross domestic product increased at an annualized rate of 2.1% in the first quarter of 2026, according to the Bureau of Economic Analysis' third estimate, up from 1.6% in the prior estimate and an acceleration from 0.5% in the fourth quarter of 2025. The 0.5 percentage point upward revision was driven primarily by a downward revision to imports—which subtract from GDP—partly offset by a downward revision to consumer spending.

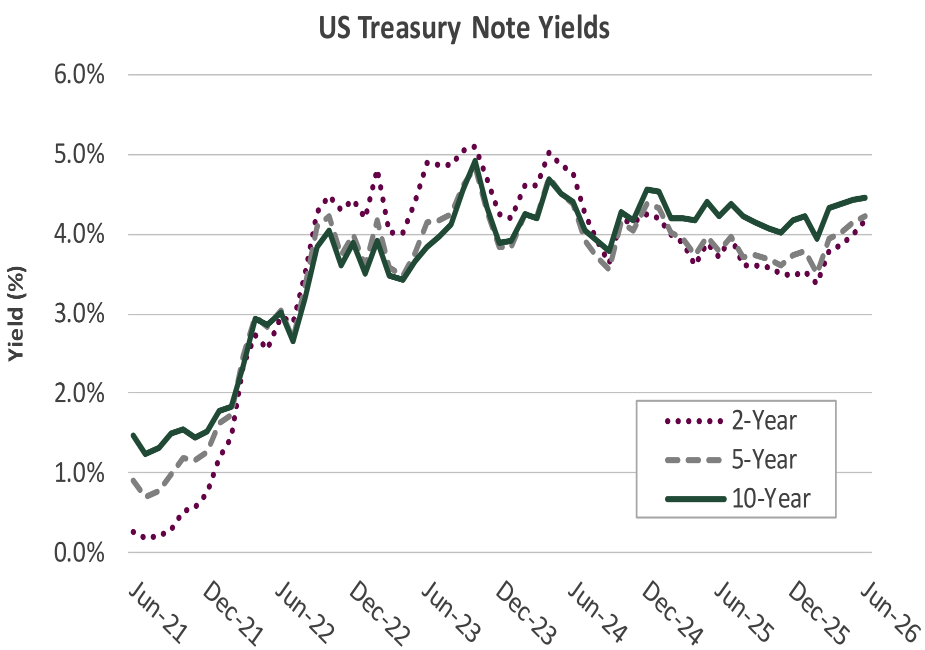


Source: Federal Reserve

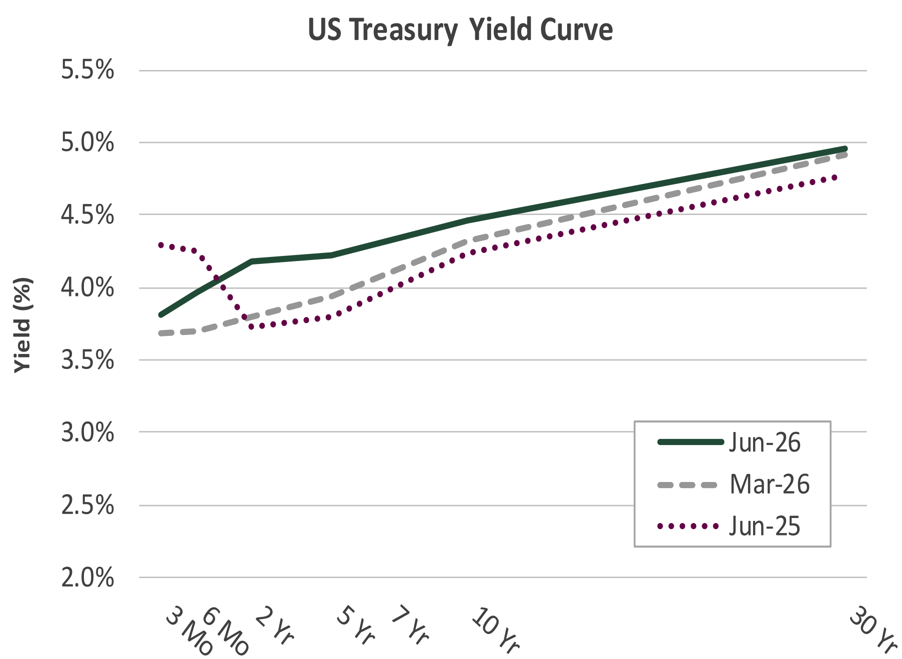


Source: Bloomberg

The Federal Open Market Committee (FOMC) held the target range for the federal funds rate at 3.50% to 3.75% at its June 16–17 meeting, with a unanimous 12–0 vote. This marked a notable shift from the April meeting—Jerome Powell's last as chair—which saw four dissents in an 8–4 decision. The return to consensus under Chair Kevin Warsh signals a clear change in tone. Minutes from the June meeting are scheduled for release in early July. The June Summary of Economic Projections reflected a more hawkish outlook. The median projection for the federal funds rate at year-end 2026 rose to 3.8%, up from 3.4% in March, before easing to 3.6% in 2027 and 3.4% in 2028. Officials also revised their inflation forecasts, with headline PCE projected at 3.6% in 2026 (from 2.7%) and core PCE at 3.3%. By contrast, median projections for real GDP growth and the unemployment rate—2.2% and 4.3%, respectively—were little changed.



Source: Bloomberg



Source: Bloomberg

Treasury yields ended June mixed, with a modest flattening across the curve as markets digested a more hawkish Federal Reserve signal. The 2-year yield rose to 4.15% from 3.98% at the end of May, while the 10-year yield edged down to 4.44% from 4.45%. The 2s/10s spread narrowed to 29 basis points, down from 47 basis points a month earlier. The 3-month/10-year spread remained positive at roughly 64 basis points at month-end. Relative to the 69 basis point spread at the start of 2026, the curve has flattened materially year to date, reflecting a repricing higher in front-end rates as expectations shift toward the possibility of further Fed tightening rather than easing.

ACCOUNT PROFILE

Investment Objectives

The investment objectives for the City of Pittsburg, in order of priority, are to provide safety to ensure the preservation of capital in the overall portfolio, provide sufficient liquidity for cash needs and a market rate of return consistent with the investment program.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark index.

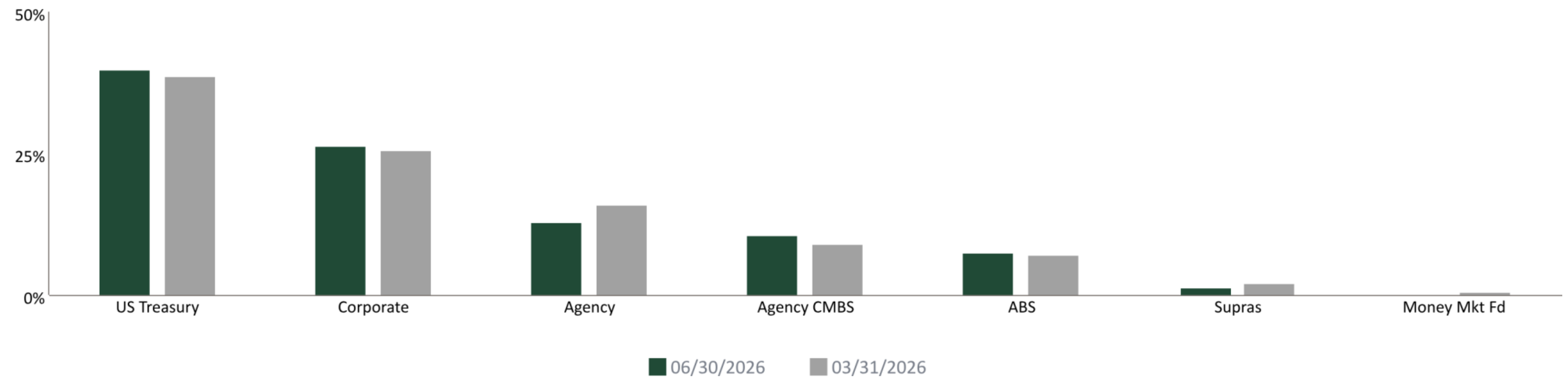
Strategy

In order to achieve these objectives, the portfolio invests in high quality fixed income securities consistent with the City's investment policy and California Government Code.

City of Pittsburg | Account #10607 | As of June 30, 2026

	Benchmark*	6/30/2026 Portfolio	3/31/2026 Portfolio
Average Maturity (yrs)	2.64	2.72	2.53
Average Modified Duration	2.46	2.36	2.20
Average Purchase Yield		4.20%	4.22%
Average Market Yield	4.16%	4.26%	3.98%
Average Quality**	AA+	AA+	AA+
Total Market Value		95,319,809	93,628,593

*Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

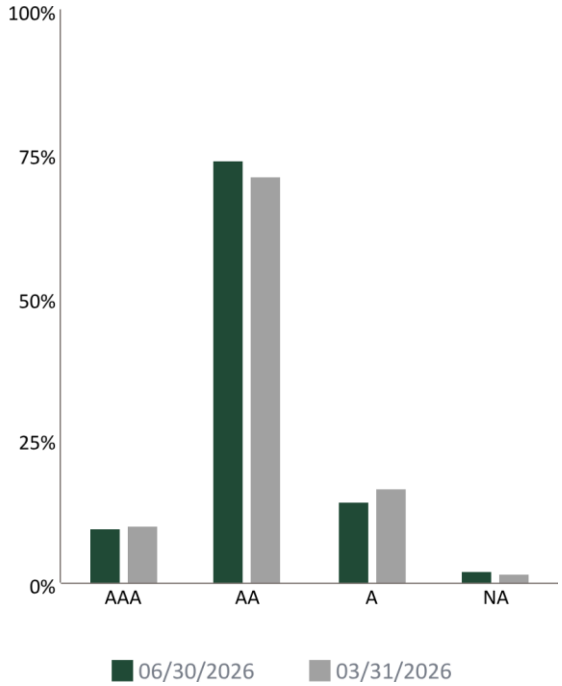


Sector as a Percentage of Market Value

Sector	06/30/2026	03/31/2026
US Treasury	39.97%	38.86%
Corporate	26.54%	25.71%
Agency	13.11%	16.12%
Agency CMBS	10.78%	9.23%
ABS	7.86%	7.14%
Supras	1.44%	2.28%
Money Mkt Fd	0.30%	0.65%

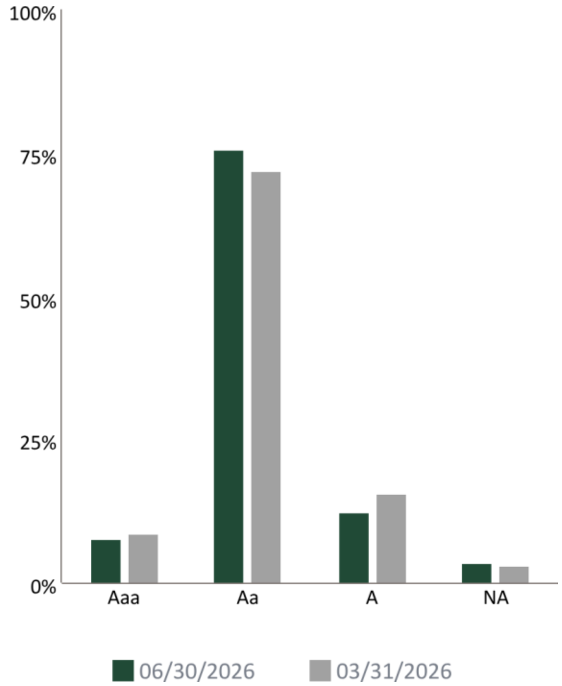
City of Pittsburg | Account #10607 | As of June 30, 2026

S&P Rating



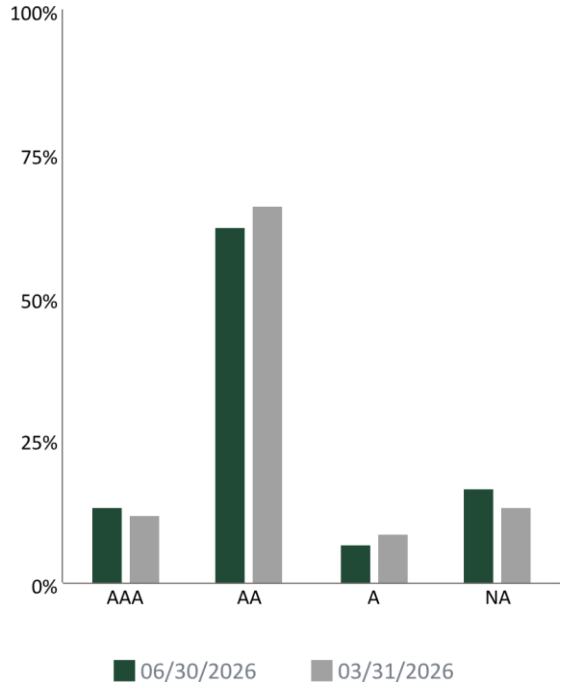
Rating	06/30/2026	03/31/2026
AAA	9.68%	10.38%
AA	73.73%	71.12%
A	14.46%	16.52%
NA	2.13%	1.98%

Moody's Rating



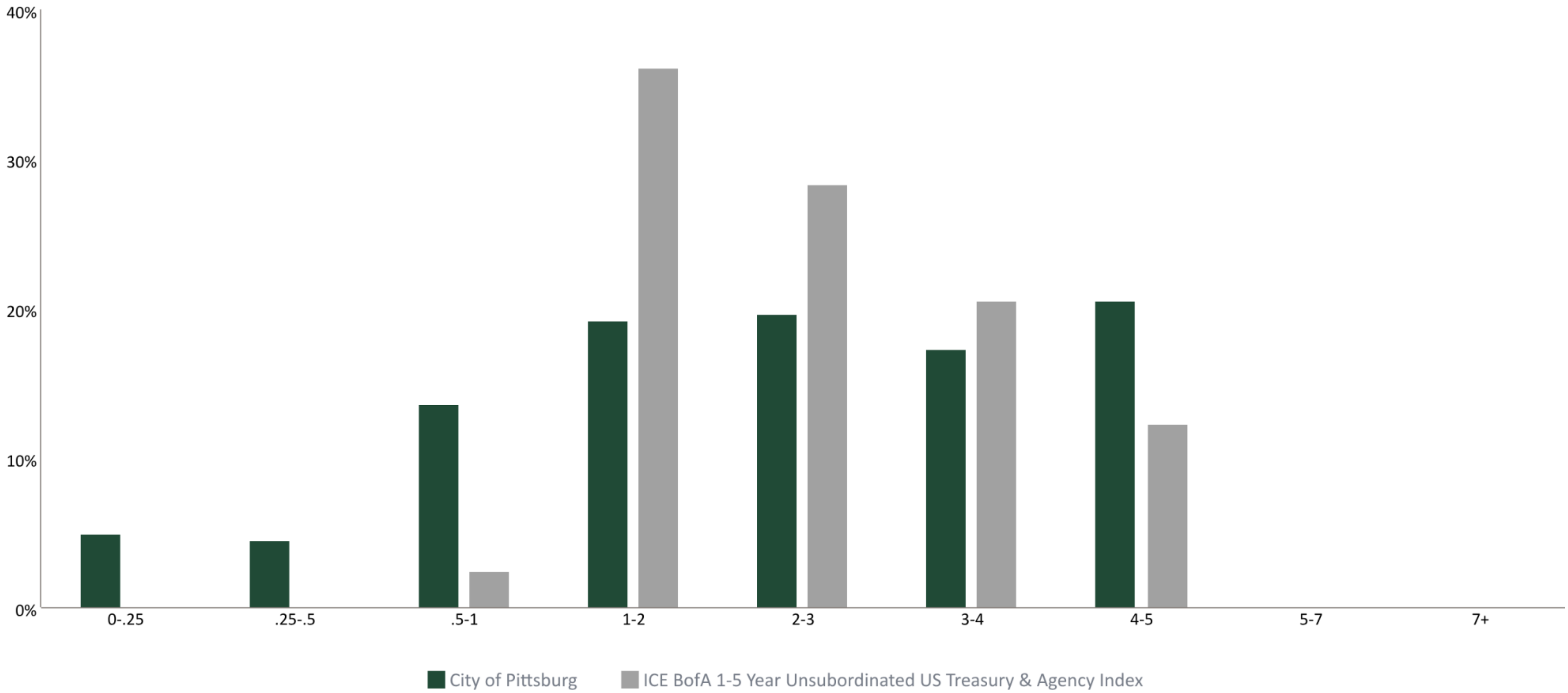
Rating	06/30/2026	03/31/2026
Aaa	7.94%	8.74%
Aa	75.86%	71.87%
A	12.51%	15.96%
NA	3.69%	3.43%

Fitch Rating



Rating	06/30/2026	03/31/2026
AAA	13.65%	11.99%
AA	62.47%	65.86%
A	7.13%	8.88%
NA	16.76%	13.27%

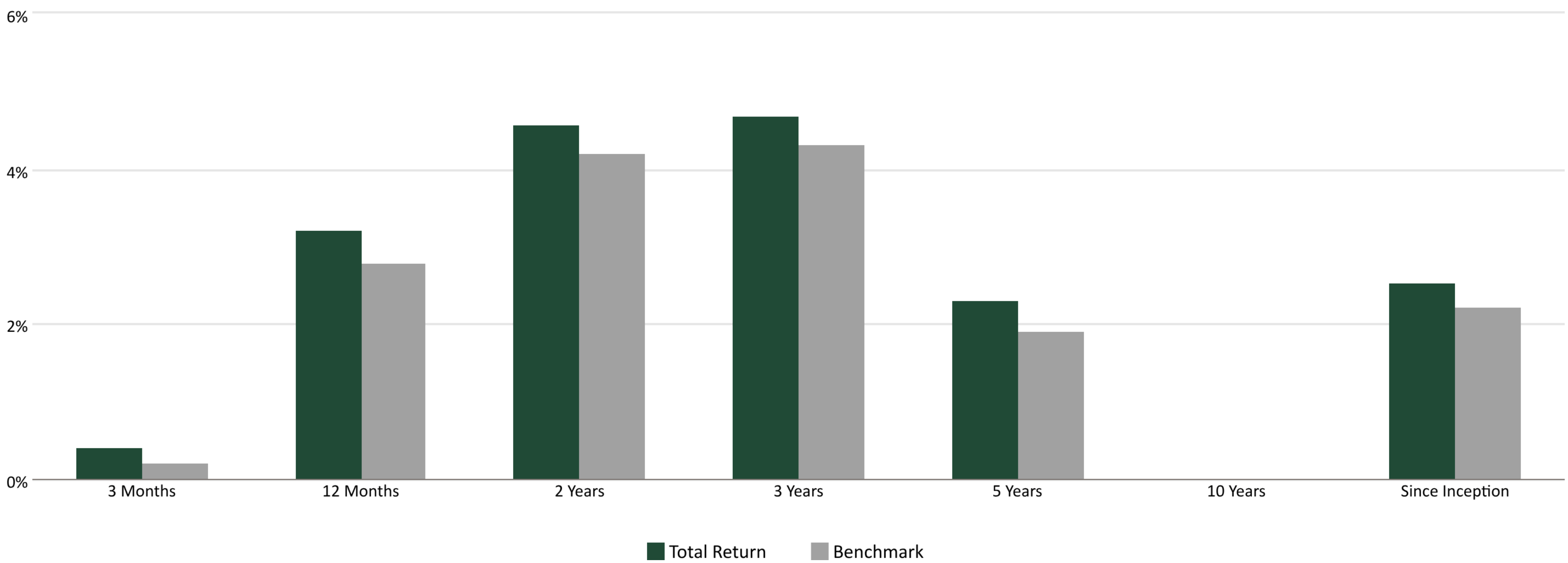
Portfolio Compared to the Benchmark



	0-.25	.25-.5	.5-1	1-2	2-3	3-4	4-5	5-7	7+
Portfolio	4.9%	4.6%	13.6%	19.2%	19.7%	17.4%	20.6%	0.0%	0.0%
ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index	0.0%	0.0%	2.5%	36.2%	28.4%	20.6%	12.3%	0.0%	0.0%

City of Pittsburg | Account #10607 | As of June 30, 2026

Total Rate of Return: Inception | 08/01/2018



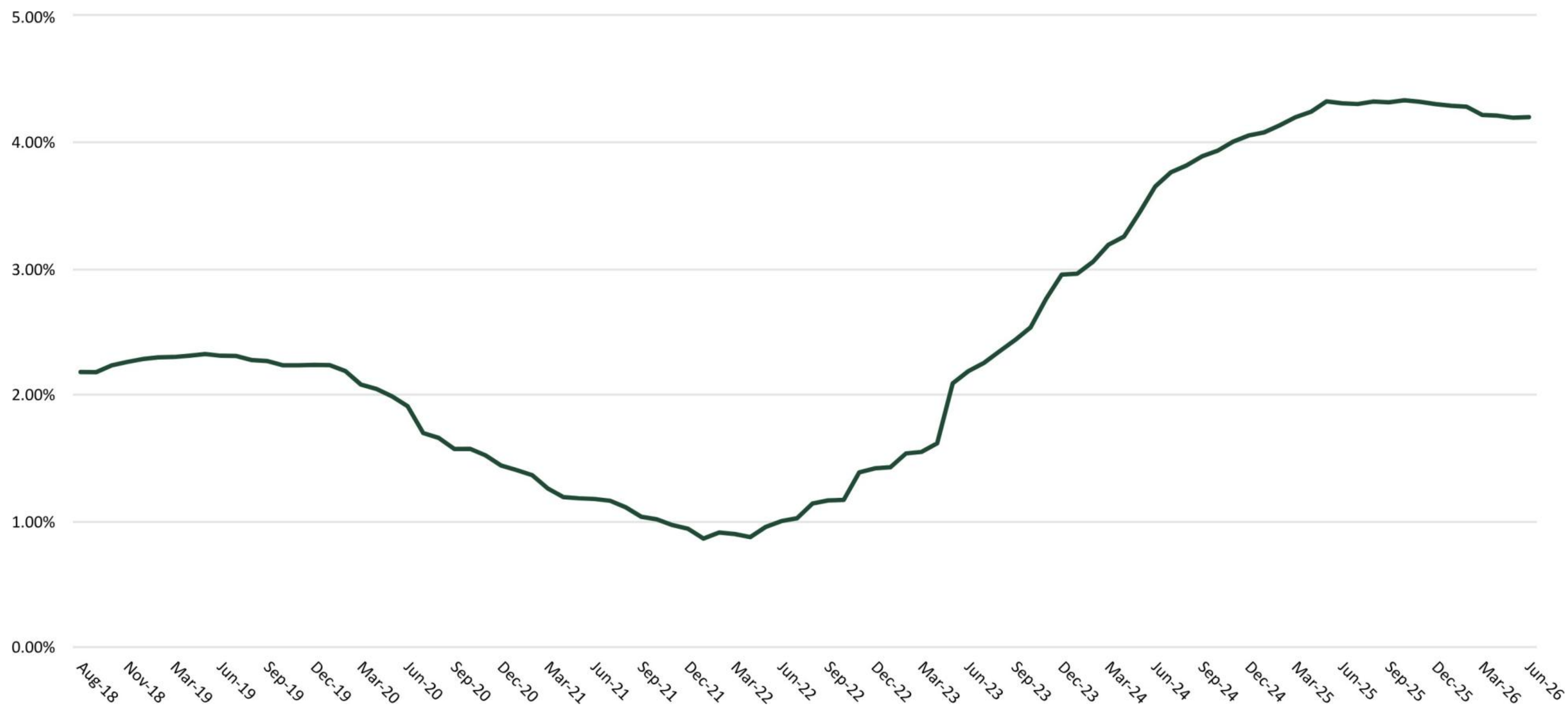
TOTAL RATE OF RETURN*	3 Months	12 Months	2 Years	3 Years	5 Years	10 Years	Since Inception
City of Pittsburg	0.43%	3.22%	4.60%	4.70%	2.33%		2.54%
Benchmark	*0.24%*	*2.79%*	*4.22%*	*4.32%*	*1.92%*		*2.22%*

Periods over 1 year are annualized.

*Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending market value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index

Purchase Yield as of 06/30/26 = 4.20%



PORTFOLIO CHARACTERISTICS

City of Pittsburg Liquidity | Account #10617 | As of June 30, 2026

	Benchmark*	6/30/2026 Portfolio	3/31/2026 Portfolio
Average Maturity (yrs)	0.16	0.00	0.01
Average Modified Duration	0.16	0.00	0.00
Average Purchase Yield		3.23%	3.64%
Average Market Yield	3.71%	3.23%	3.68%
Average Quality**	AA+	AAA	AAA
Total Market Value		6,737	16,285,219

*Benchmark: ICE BofA 3-Month US Treasury Bill Index
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

CONSOLIDATED INFORMATION

CHANDLER ASSET MANAGEMENT

	Original Cost	Market Value	% of Portfolio
Funds Managed Internally			
Cash Equivalents	24,017,629.28	24,017,629.28	9.61%
Investment Pools	50,215,342.92	50,215,342.92	20.09%
Additional Bonded Debt Funds	74,475,143.71	74,475,143.71	29.79%
Total	**148,708,115.91**	**148,708,115.91**	**59.49%**
Funds Managed by City's Investment Advisor			
Operating Funds	94,587,234.23	94,557,917.17	37.83%
Bond Managed Reserve	1,278,079.38	1,278,079.38	0.51%
Total	**95,865,313.61**	**95,835,996.55**	**38.34%**
City's Section 115 Trust			
Section 115 Trust	5,435,979.65	5,435,979.65	2.17%
Total	**5,435,979.65**	**5,435,979.65**	**2.17%**
Total City Funds	**250,009,409.17**	**249,980,092.11**	**100.00%**

*Market value changes daily and is subject to a number of economic forces, including supply and demand, and can incur unrealized gains and losses.

SECTOR ALLOCATION

City of Pittsburg | As of June 30, 2026

Security Type	Original Cost	Market Value	% of Portfolio	Average Maturity	Average Yield
Operating Funds					
Cash Equivalents[1]	24,018,186.65	24,018,186.65	14.23%	1	N/A
Money Market Funds	288,642.14	288,642.14	0.17%	1	3.25%
Investment Pools[2]	50,215,342.92	50,215,342.92	29.75%	1	N/A
Total Liquidity	**74,522,171.71**	**74,522,171.71**	**44.15%**	**1**	**3.25%**
U.S. Treasury Notes	37,959,648.45	37,792,169.55	22.39%	1274	3.83%
Federal Agency Securities	12,394,714.90	12,400,292.86	7.35%	442	4.44%
Medium-Term Corporate Notes	25,035,349.60	25,091,012.48	14.87%	920	4.54%
Asset-Backed Securities	7,432,300.23	7,430,959.95	4.40%	996	4.65%
Supranationals	1,366,220.20	1,364,735.99	0.81%	427	4.11%
Collateralized Mortgage Obligation	10,109,801.34	10,189,546.83	6.04%	902	4.10%
Total Securities	**94,298,034.72**	**94,268,717.66**	**55.85%**	**996**	**4.20%**
Total Operating Funds	**168,820,206.43**	**168,790,889.37**	**100.00%**	**557**	**2.35%**
Bonded Debt Funds					
Pittsburg Pension Bond	1,499.75	1,499.75	0.00%	1	3.51%
Pittsburg AD Auto Mall	387,368.94	387,368.94	0.51%	1	3.51%
Pittsburg AD Vista DM	889,210.69	889,210.69	1.17%	1	3.51%
Additional Bonded Debt Funds[3]	74,475,143.71	74,475,143.71	98.31%	N/A	N/A
Total Bonded Debt Funds	**75,753,223.09**	**75,753,223.09**	**100.00%**	**1**	**3.51%**
Section 115 Trust					
Equity Mutual Fund[2]	5,435,979.65	5,435,979.65	100.00%	N/A	N/A
Total Section 115 Trust Funds	**5,435,979.65**	**5,435,979.65**	**100.00%**	**N/A**	**N/A**
	251,287,488.55	251,258,171.49			
Total City Funds	**250,009,409.17**	**249,980,092.11**			

[1,2]Funds not managed by City's investment adviser; [3]Bonded Debt Funds not managed, nor tracked by City's investment adviser

*Market value changes daily and is subject to a number of economic forces, including supply and demand, and can incur unrealized gains and losses.

PORTFOLIO HOLDINGS

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
44934FAD7	HALST 2024-B A3 5.41 05/17/2027	62,333.32	05/14/2024 5.41%	62,331.59 62,332.81	100.11 3.96%	62,404.26 149.88	0.07% 71.44	NA/AAA AAA	0.88 0.08
58770JAD6	MBALT 2024-A A3 5.32 01/18/2028	127,531.37	05/17/2024 5.73%	127,516.45 127,525.04	100.35 4.20%	127,980.40 301.54	0.14% 455.36	Aaa/NA AAA	1.55 0.30
58769GAD5	MBALT 2024-B A3 4.23 02/15/2028	190,791.37	09/17/2024 4.24%	190,759.26 190,775.96	100.00 4.27%	190,791.56 358.69	0.20% 15.60	NA/AAA AAA	1.63 0.44
89239NAD7	TLOT 2025-A A3 4.75 02/22/2028	390,000.00	02/20/2025 4.75%	389,994.89 389,997.18	100.20 4.34%	390,776.10 566.04	0.41% 778.92	Aaa/AAA NA	1.65 0.43
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	23,090.30	07/11/2023 5.47%	23,086.21 23,088.83	100.33 4.10%	23,166.13 21.05	0.02% 77.30	NA/AAA AAA	1.66 0.23
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	350,000.00	05/20/2025 4.84%	349,994.19 349,996.31	100.23 4.29%	350,794.85 489.81	0.37% 798.54	NA/AAA AAA	1.90 0.68
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	96,853.20	11/01/2023 5.74%	96,836.14 96,845.91	100.62 4.34%	97,448.85 152.54	0.10% 602.94	Aaa/NA AAA	1.98 0.42
89239FAD4	TAOT 2023-D A3 5.54 08/15/2028	101,269.22	11/07/2023 5.61%	101,258.30 101,264.34	100.63 4.41%	101,908.12 249.35	0.11% 643.79	NA/AAA AAA	2.13 0.53
437918AC9	HAROT 2024-1 A3 5.21 08/15/2028	331,113.84	02/13/2024 5.27%	331,099.44 331,107.01	100.47 4.26%	332,672.06 766.71	0.35% 1,565.05	Aaa/AAA NA	2.13 0.46
05594HAD5	BMWLT 2025-2 A3 3.97 09/25/2028	395,000.00	10/08/2025 4.32%	394,998.89 394,999.16	99.67 4.34%	393,715.46 261.36	0.42% (1,283.70)	NA/AAA AAA	2.24 0.97
89238DAD0	TAOT 2024-A A3 4.83 10/16/2028	198,543.58	01/23/2024 4.89%	198,503.85 198,524.23	100.30 4.30%	199,138.22 426.21	0.21% 613.98	Aaa/AAA NA	2.30 0.51
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	119,279.18	03/11/2024 5.12%	119,272.50 119,275.77	100.37 4.44%	119,723.73 262.94	0.13% 447.96	Aaa/NA AAA	2.38 0.65
36268GAD7	GMCAR 2024-1 A3 4.85 12/18/2028	179,104.09	-- 4.90%	179,083.37 179,093.68	100.28 4.28%	179,599.32 361.94	0.19% 505.63	Aaa/NA AAA	2.47 0.45
36273VAD7	GMALT 2026-1 A3 3.88 01/22/2029	425,000.00	02/03/2026 4.11%	424,944.37 424,951.56	99.29 4.44%	421,991.43 503.86	0.45% (2,960.14)	NA/AAA AAA	2.56 1.35
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	198,673.95	06/04/2024 5.18%	198,643.77 198,656.92	100.51 4.33%	199,679.63 171.52	0.21% 1,022.72	Aaa/AAA NA	2.66 0.56
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	294,527.84	06/11/2024 5.81%	294,470.26 294,494.97	100.64 4.40%	296,410.17 680.69	0.31% 1,915.19	Aaa/NA AAA	2.71 0.74

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
36275AAD1	GMALT 2026-2 A3 4.3 03/20/2029	310,000.00	05/05/2026 4.40%	309,966.46 309,968.01	99.86 4.43%	309,552.36 333.25	0.33% (415.65)	NA/AAA AAA	2.72 1.57
02582JKH2	AMXCA 2024-1 A 5.23 04/16/2029	570,000.00	04/16/2024 5.30%	569,883.15 569,934.48	100.82 4.20%	574,689.96 1,324.93	0.61% 4,755.48	NA/AAA AAA	2.79 0.76
448972AD1	HALST 26B A3 4.21 04/16/2029	290,000.00	04/16/2026 4.22%	289,957.72 289,960.44	99.61 4.47%	288,872.19 542.62	0.31% (1,088.25)	NA/AAA AAA	2.79 1.74
58770XAD5	MBALT 2025-B A3 3.88 04/16/2029	800,000.00	10/16/2025 4.57%	799,868.72 799,894.73	99.38 4.35%	795,020.00 1,379.56	0.84% (4,874.73)	NA/AAA AAA	2.79 1.41
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	365,000.00	06/06/2024 4.93%	364,979.52 364,988.09	100.65 4.21%	367,356.08 799.76	0.39% 2,367.99	Aaa/AAA NA	2.87 0.84
05594YAD8	BMWLT 2026-1 A3 4.15 05/25/2029	420,000.00	04/14/2026 4.85%	419,953.59 419,956.47	99.56 4.46%	418,141.50 290.50	0.44% (1,814.97)	Aaa/NA AAA	2.90 1.65
362549AD9	GMCAR 2025-2 A3 4.28 04/16/2030	185,000.00	05/06/2025 4.71%	184,972.77 184,979.02	100.01 4.31%	185,023.13 329.92	0.20% 44.10	Aaa/AAA NA	3.79 0.92
47787DAD3	JDOT 2026 A3 3.87 08/15/2030	310,000.00	03/10/2026 4.49%	309,945.07 309,948.65	98.68 4.46%	305,894.36 533.20	0.32% (4,054.29)	Aaa/NA AAA	4.13 2.38
43814YAD3	HAROT 2026-2 A3 4.3 11/15/2030	700,000.00	05/05/2026 3.02%	699,979.77 699,980.37	99.74 4.46%	698,210.10 1,337.78	0.74% (1,770.27)	Aaa/AAA NA	4.38 2.14
Total ABS		**7,433,111.25**	**4.65%**	**7,432,300.23** **7,432,539.95**	**99.97** **4.35%**	**7,430,959.95** **12,595.64**	**7.86%** **(1,580.00)**		**2.73** **1.11**
AGENCY									
3133EPVP7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 07/08/2026	1,000,000.00	12/06/2023 4.48%	1,006,424.00 1,000,047.64	100.02 3.82%	1,000,163.00 22,826.39	1.06% 115.36	Aa1/AA+ AA+	0.02 0.02
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	1,000,000.00	11/09/2023 4.85%	1,003,740.00 1,000,109.22	100.09 3.82%	1,000,882.00 20,972.22	1.06% 772.78	Aa1/AA+ AA+	0.08 0.08
3133EP6K6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027	1,000,000.00	03/25/2024 4.45%	1,001,450.00 1,000,354.89	100.26 4.13%	1,002,587.00 11,875.00	1.06% 2,232.11	Aa1/AA+ AA+	0.74 0.71
3130B0TY5	FEDERAL HOME LOAN BANKS 4.75 04/09/2027	865,000.00	04/10/2024 4.85%	862,716.40 864,410.82	100.52 4.06%	869,466.86 9,358.82	0.92% 5,056.04	Aa1/AA+ AA+	0.77 0.75
3133ERDS7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/06/2027	1,000,000.00	05/22/2024 4.70%	1,001,317.00 1,000,377.51	100.52 4.11%	1,005,237.00 7,256.94	1.06% 4,859.49	Aa1/AA+ AA+	0.85 0.82

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3130B1EF0	FEDERAL HOME LOAN BANKS 4.625 06/11/2027	1,000,000.00	06/26/2024 4.57%	1,001,530.00 1,000,489.20	100.44 4.14%	1,004,379.00 2,569.44	1.06% 3,889.80	Aa1/AA+ AA+	0.95 0.91
3133ERMB4	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.25 07/23/2027	1,000,000.00	07/18/2024 4.26%	999,690.00 999,890.44	100.14 4.11%	1,001,374.00 18,652.78	1.06% 1,483.56	Aa1/AA+ AA+	1.06 1.01
3130ATUS4	FEDERAL HOME LOAN BANKS 4.25 12/10/2027	1,000,000.00	05/15/2023 3.66%	1,024,620.00 1,007,773.96	100.08 4.19%	1,000,750.00 2,479.17	1.06% (7,023.96)	Aa1/AA+ AA+	1.45 1.38
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	1,000,000.00	04/24/2023 3.76%	1,032,720.00 1,011,353.71	100.53 4.17%	1,005,309.00 13,875.00	1.06% (6,044.71)	Aa1/AA+ AA+	1.70 1.59
3130AWC24	FEDERAL HOME LOAN BANKS 4.0 06/09/2028	1,000,000.00	07/06/2023 4.49%	978,470.00 991,500.68	99.69 4.17%	996,910.00 2,444.44	1.05% 5,409.32	Aa1/AA+ AA+	1.94 1.84
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	1,250,000.00	09/07/2023 4.49%	1,243,625.00 1,247,208.54	100.40 4.18%	1,254,948.75 17,165.80	1.33% 7,740.21	Aa1/AA+ AA+	2.19 2.04
3133EPWK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028	1,250,000.00	10/12/2023 4.71%	1,238,412.50 1,244,768.59	100.66 4.18%	1,258,286.25 15,468.75	1.33% 13,517.66	Aa1/AA+ AA+	2.23 2.07
Total Agency		**12,365,000.00**	**4.44%**	**12,394,714.90** **12,368,285.20**	**100.29** **4.10%**	**12,400,292.86** **144,944.76**	**13.11%** **32,007.66**		**1.21** **1.15**
AGENCY CMBS									
3137BSP72	FHMS K-058 A2 2.653 08/25/2026	587,443.97	11/29/2022 4.51%	550,132.11 586,579.50	99.68 3.63%	585,570.62 1,298.74	0.62% (1,008.88)	Aa1/AA+ AAA	0.15 0.15
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	491,862.15	12/05/2022 4.27%	476,203.25 489,920.12	99.47 4.18%	489,276.43 1,405.91	0.52% (643.70)	Aa1/AA+ AAA	0.57 0.41
3137F2LJ3	FHMS K-066 A2 3.117 06/25/2027	984,780.09	05/10/2023 3.93%	954,467.33 977,909.47	98.95 4.19%	974,402.48 2,557.97	1.03% (3,506.99)	Aa1/AA+ AAA	0.99 0.81
3137FAWS3	FHMS K-067 A2 3.194 07/25/2027	1,000,000.00	05/10/2023 3.92%	971,562.50 993,116.92	98.79 4.24%	987,920.00 2,661.67	1.04% (5,196.92)	Aaa/AA+ AA+	1.07 0.98
3137FBU79	FHMS K-069 A2 3.187 09/25/2027	720,444.63	06/09/2023 4.41%	686,730.07 711,096.50	98.59 4.25%	710,297.89 1,913.38	0.75% (798.61)	Aa1/AAA AA+	1.24 1.16
3137FETN0	FHMS K-073 A2 3.35 01/25/2028	965,000.00	05/24/2023 4.34%	927,455.47 952,709.04	98.48 4.31%	950,325.25 2,693.96	1.01% (2,383.79)	Aa1/AA+ AAA	1.57 1.39
3137FKUP9	FHMS K-087 A2 3.771 12/25/2028	964,699.57	09/19/2025 3.79%	962,664.66 963,154.16	98.38 4.42%	949,051.18 3,031.57	1.00% (14,102.98)	Aa1/AAA AA+	2.49 2.22

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3137FKZZ2	FHMS K-088 A2 3.69 01/25/2029	1,000,000.00	04/30/2025 4.02%	987,617.19 991,525.60	98.12 4.43%	981,214.00 3,075.00	1.04% (10,311.60)	Aaa/AA+ AA+	2.57 2.33
3137FUZC1	FHMS K-111 A2 1.35 05/28/2030	1,000,000.00	03/09/2026 3.94%	902,656.25 909,681.71	89.26 4.45%	892,560.00 1,125.00	0.94% (17,121.71)	Aa1/AA+ AAA	3.91 3.61
3137F9CT6	FHMS K-124 A2 1.658 12/25/2030	1,000,000.00	04/06/2026 4.26%	890,703.13 896,048.82	88.76 4.46%	887,555.00 1,381.67	0.94% (8,493.82)	Aa1/AA+ AAA	4.49 4.19
3137F8ZV8	FHMS K-123 A2 1.621 12/25/2030	1,000,000.00	04/01/2026 4.18%	893,085.94 898,434.79	88.77 4.46%	887,673.00 1,350.83	0.94% (10,761.79)	Aa1/AA+ AAA	4.49 4.13
3137F9Z79	FHMS K-125 A2 1.846 01/25/2031	1,000,000.00	03/17/2026 4.00%	906,523.44 912,031.50	89.37 4.46%	893,701.00 1,538.33	0.95% (18,330.50)	Aa1/AA+ AAA	4.57 4.22
Total Agency CMBS		**10,714,230.41**	**4.10%**	**10,109,801.34** **10,282,208.13**	**95.34** **4.32%**	**10,189,546.83** **24,034.02**	**10.78%** **(92,661.30)**		**2.47** **2.25**
CASH									
CCYUSD	Receivable	539.63	--	539.63 539.63	1.00	539.63 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**539.63**		**539.63** **539.63**	**1.00**	**539.63** **0.00**	**0.00%** **0.00**		**0.00** **0.00**
CORPORATE									
857477CD3	STATE STREET CORP 5.272 08/03/2026	350,000.00	07/31/2023 5.27%	350,000.00 350,000.00	100.01 5.05%	350,036.40 7,585.82	0.37% 36.40	Aa3/A AA-	0.09 0.01
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	500,000.00	08/24/2023 5.48%	500,680.00 500,010.96	100.08 4.82%	500,395.50 10,207.75	0.53% 384.54	Aa2/A+ AA	0.13 0.04
437076CV2	HOME DEPOT INC 4.95 09/30/2026	500,000.00	11/30/2023 4.86%	501,140.00 500,068.40	100.13 4.38%	500,625.00 6,256.25	0.53% 556.60	A2/A A	0.25 0.16
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	335,000.00	10/30/2023 5.88%	335,000.00 335,000.00	100.44 4.50%	336,463.95 3,338.85	0.36% 1,463.95	Aa3/A+ AA	0.33 0.24
438516BL9	HONEYWELL INTERNATIONAL INC 2.5 11/01/2026	750,000.00	05/10/2023 3.96%	714,847.50 746,592.78	99.42 4.25%	745,638.00 3,125.00	0.79% (954.78)	A2/A A	0.34 0.33
713448FW3	PEPSICO INC 5.125 11/10/2026	275,000.00	11/08/2023 5.13%	274,925.75 274,991.06	100.30 4.25%	275,818.40 1,996.61	0.29% 827.34	A1/A+ NA	0.36 0.27

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
24422EXF1	JOHN DEERE CAPITAL CORP 4.5 01/08/2027	500,000.00	01/18/2024 4.52%	499,705.00 499,947.88	100.16 4.18%	500,805.00 10,812.50	0.53% 857.12	A1/A A+	0.53 0.50
17275RBQ4	CISCO SYSTEMS INC 4.8 02/26/2027	1,000,000.00	-- 4.81%	999,831.60 999,956.01	100.36 4.23%	1,003,558.00 16,666.67	1.06% 3,601.99	A1/AA- NA	0.66 0.55
857477CL5	STATE STREET CORP 4.993 03/18/2027	325,000.00	03/13/2024 4.99%	325,000.00 325,000.00	100.50 4.27%	326,624.03 4,642.80	0.35% 1,624.03	Aa3/A AA-	0.71 0.61
14913UAL4	CATERPILLAR FINANCIAL SERVICES CORP 5.0 05/14/2027	1,000,000.00	05/15/2024 4.89%	1,002,930.00 1,000,850.56	100.70 4.17%	1,006,967.00 6,527.78	1.06% 6,116.44	A1/A A+	0.87 0.84
09290DAH4	BLACKROCK INC 4.6 07/26/2027	530,000.00	07/17/2024 4.60%	529,984.10 529,994.34	100.32 4.28%	531,720.91 10,496.94	0.56% 1,726.57	Aa3/AA- NA	1.07 0.94
69371RT30	PACCAR FINANCIAL CORP 4.45 08/06/2027	560,000.00	08/01/2024 4.50%	559,255.20 559,727.25	100.36 4.11%	562,007.60 10,037.22	0.59% 2,280.35	A1/A+ NA	1.10 1.04
532457CP1	ELI LILLY AND CO 4.15 08/14/2027	470,000.00	08/12/2024 4.18%	469,619.30 469,857.80	99.88 4.25%	469,457.62 7,422.74	0.50% (400.18)	Aa3/AA- NA	1.12 1.07
023135BC9	AMAZON.COM INC 3.15 08/22/2027	750,000.00	06/26/2024 4.90%	712,095.00 736,267.26	98.80 4.23%	741,023.25 8,465.63	0.78% 4,755.99	A1/AA AA-	1.15 1.10
66815L2T5	NORTHWESTERN MUTUAL GLOBAL FUNDING 4.11 09/12/2027	545,000.00	09/05/2024 4.11%	544,983.65 544,993.46	99.74 4.33%	543,589.00 6,782.07	0.57% (1,404.47)	Aa1/AA+ AAA	1.20 1.14
58989V2J2	MET TOWER GLOBAL FUNDING 4.0 10/01/2027	750,000.00	10/11/2024 4.23%	745,132.50 747,942.23	99.45 4.45%	745,882.50 7,500.00	0.79% (2,059.73)	Aa3/AA- AA-	1.25 1.19
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	750,000.00	08/22/2024 4.19%	722,842.50 738,857.86	98.29 4.33%	737,175.00 4,670.83	0.78% (1,682.86)	A2/A+ A	1.29 1.24
24422EXZ7	JOHN DEERE CAPITAL CORP 4.65 01/07/2028	375,000.00	01/06/2025 4.66%	374,887.50 374,942.88	100.55 4.27%	377,078.25 8,428.13	0.40% 2,135.37	A1/A A+	1.52 1.42
00287YDY2	ABBVIE INC 4.65 03/15/2028	470,000.00	02/18/2025 4.70%	469,374.90 469,650.10	100.43 4.38%	472,021.47 6,435.08	0.50% 2,371.37	A2/A- NA	1.71 1.53
57629TBW6	MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028	720,000.00	03/20/2025 4.49%	719,143.20 719,503.59	100.05 4.42%	720,360.00 8,366.00	0.76% 856.41	Aa3/AA+ AA+	1.74 1.64
64953BBW7	NEW YORK LIFE GLOBAL FUNDING 4.4 04/25/2028	530,000.00	04/22/2025 4.43%	529,629.00 529,775.23	99.84 4.49%	529,174.26 4,275.33	0.56% (600.97)	Aa1/AA+ AAA	1.82 1.71
90331HPS6	US BANK NA 4.73 05/15/2028	660,000.00	05/12/2025 4.88%	660,000.00 660,000.00	100.23 4.51%	661,502.16 3,988.97	0.70% 1,502.16	A2/A+ A+	1.88 0.84

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
87612EBU9	TARGET CORP 4.35 06/15/2028	280,000.00	06/05/2025 4.35%	279,997.20 279,998.18	100.04 4.33%	280,112.00 541.33	0.30% 113.82	A2/A NA	1.96 1.85
63743HFZ0	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.15 08/25/2028	480,000.00	08/19/2025 4.19%	479,462.40 479,614.46	99.18 4.55%	476,072.64 6,972.00	0.50% (3,541.82)	A2/NA A	2.15 2.00
437076DH2	HOME DEPOT INC 3.75 09/15/2028	285,000.00	09/08/2025 3.77%	284,814.75 284,863.60	98.88 4.29%	281,809.43 3,146.88	0.30% (3,054.17)	A2/A A	2.21 2.07
46647PEU6	JPMORGAN CHASE & CO 4.915 01/24/2029	430,000.00	01/16/2025 4.92%	430,000.00 430,000.00	100.49 4.53%	432,086.36 9,216.99	0.46% 2,086.36	A1/A AA-	2.57 1.46
92826CAY8	VISA INC 3.8 02/12/2029	605,000.00	02/03/2026 3.84%	604,304.25 604,392.49	98.77 4.30%	597,586.33 8,876.69	0.63% (6,806.16)	Aa3/AA- NA	2.62 2.42
02079KBJ5	ALPHABET INC 3.7 02/15/2029	285,000.00	02/09/2026 3.83%	283,965.45 284,095.48	98.38 4.36%	280,373.60 4,042.25	0.30% (3,721.88)	Aa2/AA+ NA	2.63 2.43
38151LAJ9	GOLDMAN SACHS BANK USA 4.656 06/03/2029	305,000.00	05/27/2026 4.57%	305,000.00 305,000.00	100.06 4.54%	305,188.80 1,104.51	0.32% 188.80	A1/A+ AA-	2.93 1.81
89236TMK8	TOYOTA MOTOR CREDIT CORP 4.55 08/09/2029	750,000.00	02/27/2025 4.58%	748,965.00 749,276.20	99.96 4.56%	749,709.75 13,460.42	0.79% 433.55	A1/A+ A+	3.11 2.82
61748UAK8	MORGAN STANLEY 4.133 10/18/2029	290,000.00	10/17/2025 4.36%	290,000.00 290,000.00	98.64 4.70%	286,041.50 2,430.43	0.30% (3,958.50)	A1/A- A+	3.30 2.15
06406RCG0	BANK OF NEW YORK MELLON CORP 4.026 01/22/2030	265,000.00	01/14/2026 4.09%	265,000.00 265,000.00	98.61 4.50%	261,309.08 4,712.10	0.28% (3,690.92)	Aa3/A AA-	3.56 2.36
713448GH5	PEPSICO INC 4.3 07/23/2030	500,000.00	07/29/2025 4.32%	499,530.00 499,616.61	99.87 4.34%	499,328.00 9,436.11	0.53% (288.61)	A1/A+ NA	4.06 3.62
30303MAB8	META PLATFORMS INC 4.2 11/15/2030	1,000,000.00	05/15/2026 4.69%	980,360.00 980,886.29	98.43 4.60%	984,313.00 5,366.67	1.04% 3,426.72	Aa3/AA- NA	4.38 3.93
09247XAR2	BLACKROCK FINANCE INC 1.9 01/28/2031	1,000,000.00	03/18/2026 4.34%	894,130.00 900,329.59	89.20 4.54%	892,029.00 8,075.00	0.94% (8,300.59)	Aa3/AA- NA	4.58 4.26
02079KBK2	ALPHABET INC 4.1 02/15/2031	1,000,000.00	03/18/2026 4.22%	994,910.00 995,205.07	98.26 4.52%	982,580.00 15,716.67	1.04% (12,625.07)	Aa2/AA+ NA	4.63 4.10
023135DD5	AMAZON.COM INC 4.25 03/13/2031	500,000.00	03/11/2026 4.31%	498,665.00 498,745.42	98.47 4.62%	492,327.50 6,375.00	0.52% (6,417.92)	A1/AA AA-	4.70 4.16
002824BS8	ABBOTT LABORATORIES 4.0 03/15/2031	1,000,000.00	03/13/2026 4.38%	983,010.00 984,006.13	97.46 4.61%	974,552.00 12,444.44	1.03% (9,454.13)	Aa3/A+ NA	4.71 4.18

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
89236TQB4	TOYOTA MOTOR CREDIT CORP 4.55 05/14/2031	400,000.00	05/15/2026 4.74%	396,672.00 396,752.37	99.17 4.74%	396,686.40 2,376.11	0.42% (65.97)	A1/A+ A+	4.87 4.29
532457DL9	ELI LILLY AND CO 4.375 05/20/2031	1,000,000.00	05/15/2026 4.62%	989,040.00 989,292.09	99.23 4.55%	992,303.00 4,982.64	1.05% 3,010.91	Aa3/AA- NA	4.89 4.33
58933YCK9	MERCK & CO INC 4.65 05/22/2031	1,000,000.00	-- 4.69%	998,082.35 998,124.36	100.16 4.61%	1,001,635.00 5,037.50	1.06% 3,510.64	Aa3/A+ NA	4.89 4.31
57636QBL7	MASTERCARD INC 4.6 06/08/2031	805,000.00	06/04/2026 4.62%	804,356.00 804,364.11	99.85 4.63%	803,762.72 2,365.81	0.85% (601.40)	Aa3/A+ NA	4.94 4.36
67066GAR5	NVIDIA CORP 4.5 06/15/2031	485,000.00	06/15/2026 4.54%	484,078.50 484,085.07	99.65 4.58%	483,283.10 788.13	0.51% (801.97)	Aa1/AA NA	4.96 4.39
Total Corporate		**25,310,000.00**	**4.54%**	**25,035,349.60 25,117,577.14**	**99.18 4.44%**	**25,091,012.48 285,496.64**	**26.54% (26,564.66)**		**2.52 2.21**
MONEY MARKET FUND									
94975H254	ALLSPRING:GOVT MM S	281,922.97	-- 3.23%	281,922.97 281,922.97	1.00 3.23%	281,922.97 0.00	0.30% 0.00	Aaa/AAAm AAA	0.00 0.00
Total Money Market Fund		**281,922.97**	**3.23%**	**281,922.97 281,922.97**	**1.00 3.23%**	**281,922.97 0.00**	**0.30% 0.00**		**0.00 0.00**
SUPRANATIONAL									
45950KDF4	INTERNATIONAL FINANCE CORP 4.375 01/15/2027	710,000.00	11/29/2023 4.49%	707,685.40 709,596.58	100.15 4.09%	711,079.91 14,323.26	0.75% 1,483.34	Aaa/AAA NA	0.54 0.52
459058LT8	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028	660,000.00	04/29/2025 3.70%	658,534.80 659,098.13	99.04 4.17%	653,656.08 3,721.67	0.69% (5,442.05)	Aaa/AAA NA	1.85 1.75
Total Supranational		**1,370,000.00**	**4.11%**	**1,366,220.20 1,368,694.71**	**99.62 4.13%**	**1,364,735.99 18,044.93**	**1.44% (3,958.72)**		**1.17 1.11**
US TREASURY									
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	1,000,000.00	05/09/2023 3.65%	945,976.56 994,240.30	99.28 3.96%	992,781.00 2,554.35	1.05% (1,459.30)	Aa1/AA+ AA+	0.38 0.37

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	1,500,000.00	05/16/2023 3.59%	1,417,031.25 1,474,649.84	97.46 4.17%	1,461,972.00 4,310.46	1.55% (12,677.84)	Aa1/AA+ AA+	1.38 1.33
9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	1,250,000.00	09/27/2024 3.51%	1,220,019.53 1,235,556.85	97.79 4.17%	1,222,363.75 12,914.36	1.29% (13,193.10)	Aa1/AA+ AA+	1.63 1.55
91282CPC9	UNITED STATES TREASURY 3.5 10/15/2028	1,300,000.00	11/10/2025 3.58%	1,297,105.47 1,297,720.86	98.54 4.17%	1,281,059.00 9,572.40	1.35% (16,661.86)	Aa1/AA+ AA+	2.29 2.16
91282CDF5	UNITED STATES TREASURY 1.375 10/31/2028	1,500,000.00	08/27/2025 3.62%	1,399,687.50 1,426,235.72	93.83 4.18%	1,407,480.00 3,474.86	1.49% (18,755.72)	Aa1/AA+ AA+	2.34 2.25
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	1,500,000.00	04/18/2024 4.72%	1,402,792.96 1,449,505.86	97.66 4.17%	1,464,961.50 5,986.75	1.55% 15,455.64	Aa1/AA+ AA+	2.38 2.25
91282CEM9	UNITED STATES TREASURY 2.875 04/30/2029	1,500,000.00	09/18/2025 3.60%	1,463,378.91 1,471,291.73	96.58 4.17%	1,448,730.00 7,265.63	1.53% (22,561.73)	Aa1/AA+ AA+	2.83 2.67
9128286T2	UNITED STATES TREASURY 2.375 05/15/2029	1,000,000.00	03/17/2025 4.08%	935,390.63 955,381.68	95.21 4.16%	952,148.00 3,033.29	1.01% (3,233.68)	Aa1/AA+ AA+	2.87 2.73
91282CES6	UNITED STATES TREASURY 2.75 05/31/2029	1,000,000.00	10/30/2025 3.64%	970,312.50 975,827.84	96.16 4.16%	961,602.00 2,329.24	1.02% (14,225.84)	Aa1/AA+ AA+	2.92 2.76
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	1,000,000.00	11/05/2024 4.20%	991,445.31 994,425.59	99.52 4.17%	995,234.00 16,685.08	1.05% 808.41	Aa1/AA+ AA+	3.08 2.82
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	1,750,000.00	12/13/2024 4.27%	1,665,712.89 1,693,269.23	96.91 4.17%	1,695,996.75 18,278.70	1.79% 2,727.52	Aa1/AA+ AA+	3.17 2.94
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	1,000,000.00	11/26/2025 3.53%	999,062.50 999,206.27	97.97 4.17%	979,688.00 8,797.81	1.04% (19,518.27)	Aa1/AA+ AA+	3.25 3.01
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	1,000,000.00	06/16/2025 4.01%	999,687.50 999,761.66	99.45 4.18%	994,492.00 6,739.13	1.05% (5,269.66)	Aa1/AA+ AA+	3.34 3.07
91282CFY2	UNITED STATES TREASURY 3.875 11/30/2029	1,000,000.00	06/06/2025 4.02%	993,984.38 995,408.26	99.04 4.18%	990,352.00 3,282.10	1.05% (5,056.26)	Aa1/AA+ AA+	3.42 3.15
91282CGB1	UNITED STATES TREASURY 3.875 12/31/2029	1,200,000.00	07/30/2025 3.91%	1,198,125.00 1,198,514.17	99.02 4.18%	1,188,187.20 126.36	1.26% (10,326.97)	Aa1/AA+ AA+	3.50 3.24
91282CGJ4	UNITED STATES TREASURY 3.5 01/31/2030	1,750,000.00	12/30/2025 3.60%	1,743,232.42 1,744,057.96	97.75 4.18%	1,710,693.25 25,549.03	1.81% (33,364.71)	Aa1/AA+ AA+	3.59 3.28
91282CGZ8	UNITED STATES TREASURY 3.5 04/30/2030	1,500,000.00	12/09/2025 3.75%	1,484,648.44 1,486,593.74	97.58 4.19%	1,463,671.50 8,845.11	1.55% (22,922.24)	Aa1/AA+ AA+	3.83 3.52
91282CHF1	UNITED STATES TREASURY 3.75 05/31/2030	2,000,000.00	03/12/2026 3.80%	1,995,937.50 1,996,227.68	98.42 4.19%	1,968,360.00 6,352.46	2.08% (27,867.68)	Aa1/AA+ AA+	3.92 3.59

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CHR5	UNITED STATES TREASURY 4.0 07/31/2030	1,500,000.00	05/04/2026 4.06%	1,496,718.75 1,496,839.57	99.27 4.19%	1,489,101.00 25,027.62	1.57% (7,738.57)	Aa1/AA+ AA+	4.08 3.67
91282CPA3	UNITED STATES TREASURY 3.625 09/30/2030	1,400,000.00	02/25/2026 3.60%	1,401,585.94 1,401,467.73	97.80 4.20%	1,369,156.60 12,756.83	1.45% (32,311.13)	Aa1/AA+ AA+	4.25 3.86
91282CPD7	UNITED STATES TREASURY 3.625 10/31/2030	2,000,000.00	03/05/2026 3.72%	1,991,953.13 1,992,506.94	97.74 4.20%	1,954,844.00 12,214.67	2.07% (37,662.94)	Aa1/AA+ AA+	4.34 3.94
91282CPR6	UNITED STATES TREASURY 3.625 12/31/2030	2,000,000.00	03/05/2026 3.73%	1,990,625.00 1,991,247.87	97.64 4.21%	1,952,890.00 197.01	2.07% (38,357.87)	Aa1/AA+ AA+	4.50 4.10
91282CPW5	UNITED STATES TREASURY 3.75 01/31/2031	2,000,000.00	03/09/2026 3.75%	2,000,000.00 2,000,000.00	98.11 4.21%	1,962,266.00 31,284.53	2.08% (37,734.00)	Aa1/AA+ AA+	4.59 4.10
91282CQD6	UNITED STATES TREASURY 3.5 02/28/2031	2,000,000.00	03/05/2026 3.73%	1,979,531.25 1,980,847.10	97.07 4.20%	1,941,328.00 23,396.74	2.05% (39,519.10)	Aa1/AA+ AA+	4.67 4.20
91282CQG9	UNITED STATES TREASURY 3.875 03/31/2031	2,000,000.00	03/26/2026 4.02%	1,987,031.25 1,987,684.66	98.58 4.21%	1,971,562.00 19,480.87	2.09% (16,122.66)	Aa1/AA+ AA+	4.75 4.25
91282CQK0	UNITED STATES TREASURY 3.875 04/30/2031	2,000,000.00	04/29/2026 4.00%	1,988,671.88 1,989,056.52	98.56 4.21%	1,971,250.00 13,057.07	2.08% (17,806.52)	Aa1/AA+ AA+	4.83 4.33
Total US Treasury		**38,650,000.00**	**3.83%**	**37,959,648.45 38,227,525.63**	**97.80 4.18%**	**37,792,169.55 283,512.49**	**39.97% (435,356.08)**		**3.49 3.19**
Total Portfolio		**96,124,804.25**	**4.20%**	**94,580,497.32 95,079,293.36**	**98.13 4.26%**	**94,551,180.26 768,628.47**	**100.00% (528,113.10)**		**2.72 2.36**
Total Market Value + Accrued						**95,319,808.73**			

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	17.74	--	17.74 17.74	1.00	17.74 0.00	0.26% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**17.74**		**17.74 17.74**	**1.00**	**17.74 0.00**	**0.26% 0.00**		**0.00 0.00**
MONEY MARKET FUND									
94975H254	ALLSPRING:GOVT MM S	6,719.17	-- 3.23%	6,719.17 6,719.17	1.00 3.23%	6,719.17 0.00	99.74% 0.00	Aaa/AAAm AAA	0.00 0.00
Total Money Market Fund		**6,719.17**	**3.23%**	**6,719.17 6,719.17**	**1.00 3.23%**	**6,719.17 0.00**	**99.74% 0.00**		**0.00 0.00**
Total Portfolio		**6,736.91**	**3.23%**	**6,736.91 6,736.91**	**1.00 3.23%**	**6,736.91 0.00**	**100.00% 0.00**		**0.00 0.00**
Total Market Value + Accrued						**6,736.91**			

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
44934FAD7	HALST 2024-B A3 5.41 05/17/2027	62,333.32	05/14/2024 5.41%	62,331.59 62,332.81	100.11 3.96%	62,404.26 149.88	0.02% 71.44	NA/AAA AAA	0.88 0.08
58770JAD6	MBALT 2024-A A3 5.32 01/18/2028	127,531.37	05/17/2024 5.73%	127,516.45 127,525.04	100.35 4.20%	127,980.40 301.54	0.05% 455.36	Aaa/NA AAA	1.55 0.30
58769GAD5	MBALT 2024-B A3 4.23 02/15/2028	190,791.37	09/17/2024 4.24%	190,759.26 190,775.96	100.00 4.27%	190,791.56 358.69	0.08% 15.60	NA/AAA AAA	1.63 0.44
89239NAD7	TLOT 2025-A A3 4.75 02/22/2028	390,000.00	02/20/2025 4.75%	389,994.89 389,997.18	100.20 4.34%	390,776.10 566.04	0.16% 778.92	Aaa/AAA NA	1.65 0.43
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	23,090.30	07/11/2023 5.47%	23,086.21 23,088.83	100.33 4.10%	23,166.13 21.05	0.01% 77.30	NA/AAA AAA	1.66 0.23
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	350,000.00	05/20/2025 4.84%	349,994.19 349,996.31	100.23 4.29%	350,794.85 489.81	0.14% 798.54	NA/AAA AAA	1.90 0.68
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	96,853.20	11/01/2023 5.74%	96,836.14 96,845.91	100.62 4.34%	97,448.85 152.54	0.04% 602.94	Aaa/NA AAA	1.98 0.42
89239FAD4	TAOT 2023-D A3 5.54 08/15/2028	101,269.22	11/07/2023 5.61%	101,258.30 101,264.34	100.63 4.41%	101,908.12 249.35	0.04% 643.79	NA/AAA AAA	2.13 0.53
437918AC9	HAROT 2024-1 A3 5.21 08/15/2028	331,113.84	02/13/2024 5.27%	331,099.44 331,107.01	100.47 4.26%	332,672.06 766.71	0.13% 1,565.05	Aaa/AAA NA	2.13 0.46
05594HAD5	BMWLT 2025-2 A3 3.97 09/25/2028	395,000.00	10/08/2025 4.32%	394,998.89 394,999.16	99.67 4.34%	393,715.46 261.36	0.16% (1,283.70)	NA/AAA AAA	2.24 0.97
89238DAD0	TAOT 2024-A A3 4.83 10/16/2028	198,543.58	01/23/2024 4.89%	198,503.85 198,524.23	100.30 4.30%	199,138.22 426.21	0.08% 613.98	Aaa/AAA NA	2.30 0.51
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	119,279.18	03/11/2024 5.12%	119,272.50 119,275.77	100.37 4.44%	119,723.73 262.94	0.05% 447.96	Aaa/NA AAA	2.38 0.65
36268GAD7	GMCAR 2024-1 A3 4.85 12/18/2028	179,104.09	-- 4.90%	179,083.37 179,093.68	100.28 4.28%	179,599.32 361.94	0.07% 505.63	Aaa/NA AAA	2.47 0.45
36273VAD7	GMALT 2026-1 A3 3.88 01/22/2029	425,000.00	02/03/2026 4.11%	424,944.37 424,951.56	99.29 4.44%	421,991.43 503.86	0.17% (2,960.14)	NA/AAA AAA	2.56 1.35
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	198,673.95	06/04/2024 5.18%	198,643.77 198,656.92	100.51 4.33%	199,679.63 171.52	0.08% 1,022.72	Aaa/AAA NA	2.66 0.56
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	294,527.84	06/11/2024 5.81%	294,470.26 294,494.97	100.64 4.40%	296,410.17 680.69	0.12% 1,915.19	Aaa/NA AAA	2.71 0.74

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
36275AAD1	GMALT 2026-2 A3 4.3 03/20/2029	310,000.00	05/05/2026 4.40%	309,966.46 309,968.01	99.86 4.43%	309,552.36 333.25	0.12% (415.65)	NA/AAA AAA	2.72 1.57
02582JKH2	AMXCA 2024-1 A 5.23 04/16/2029	570,000.00	04/16/2024 5.30%	569,883.15 569,934.48	100.82 4.20%	574,689.96 1,324.93	0.23% 4,755.48	NA/AAA AAA	2.79 0.76
448972AD1	HALST 26B A3 4.21 04/16/2029	290,000.00	04/16/2026 4.22%	289,957.72 289,960.44	99.61 4.47%	288,872.19 542.62	0.12% (1,088.25)	NA/AAA AAA	2.79 1.74
58770XAD5	MBALT 2025-B A3 3.88 04/16/2029	800,000.00	10/16/2025 4.57%	799,868.72 799,894.73	99.38 4.35%	795,020.00 1,379.56	0.32% (4,874.73)	NA/AAA AAA	2.79 1.41
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	365,000.00	06/06/2024 4.93%	364,979.52 364,988.09	100.65 4.21%	367,356.08 799.76	0.15% 2,367.99	Aaa/AAA NA	2.87 0.84
05594YAD8	BMWLT 2026-1 A3 4.15 05/25/2029	420,000.00	04/14/2026 4.85%	419,953.59 419,956.47	99.56 4.46%	418,141.50 290.50	0.17% (1,814.97)	Aaa/NA AAA	2.90 1.65
362549AD9	GMCAR 2025-2 A3 4.28 04/16/2030	185,000.00	05/06/2025 4.71%	184,972.77 184,979.02	100.01 4.31%	185,023.13 329.92	0.07% 44.10	Aaa/AAA NA	3.79 0.92
47787DAD3	JDOT 2026 A3 3.87 08/15/2030	310,000.00	03/10/2026 4.49%	309,945.07 309,948.65	98.68 4.46%	305,894.36 533.20	0.12% (4,054.29)	Aaa/NA AAA	4.13 2.38
43814YAD3	HAROT 2026-2 A3 4.3 11/15/2030	700,000.00	05/05/2026 3.02%	699,979.77 699,980.37	99.74 4.46%	698,210.10 1,337.78	0.28% (1,770.27)	Aaa/AAA NA	4.38 2.14
Total ABS		**7,433,111.25**	**4.65%**	**7,432,300.23** **7,432,539.95**	**99.97** **4.35%**	**7,430,959.95** **12,595.64**	**2.97%** **(1,580.00)**		**2.73** **1.11**
AGENCY									
3133EPVP7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 07/08/2026	1,000,000.00	12/06/2023 4.48%	1,006,424.00 1,000,047.64	100.02 3.82%	1,000,163.00 22,826.39	0.40% 115.36	Aa1/AA+ AA+	0.02 0.02
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	1,000,000.00	11/09/2023 4.85%	1,003,740.00 1,000,109.22	100.09 3.82%	1,000,882.00 20,972.22	0.40% 772.78	Aa1/AA+ AA+	0.08 0.08
3133EP6K6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027	1,000,000.00	03/25/2024 4.45%	1,001,450.00 1,000,354.89	100.26 4.13%	1,002,587.00 11,875.00	0.40% 2,232.11	Aa1/AA+ AA+	0.74 0.71
3130B0TY5	FEDERAL HOME LOAN BANKS 4.75 04/09/2027	865,000.00	04/10/2024 4.85%	862,716.40 864,410.82	100.52 4.06%	869,466.86 9,358.82	0.35% 5,056.04	Aa1/AA+ AA+	0.77 0.75
3133ERDS7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/06/2027	1,000,000.00	05/22/2024 4.70%	1,001,317.00 1,000,377.51	100.52 4.11%	1,005,237.00 7,256.94	0.40% 4,859.49	Aa1/AA+ AA+	0.85 0.82

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3130B1EF0	FEDERAL HOME LOAN BANKS 4.625 06/11/2027	1,000,000.00	06/26/2024 4.57%	1,001,530.00 1,000,489.20	100.44 4.14%	1,004,379.00 2,569.44	0.40% 3,889.80	Aa1/AA+ AA+	0.95 0.91
3133ERMB4	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.25 07/23/2027	1,000,000.00	07/18/2024 4.26%	999,690.00 999,890.44	100.14 4.11%	1,001,374.00 18,652.78	0.40% 1,483.56	Aa1/AA+ AA+	1.06 1.01
3130ATUS4	FEDERAL HOME LOAN BANKS 4.25 12/10/2027	1,000,000.00	05/15/2023 3.66%	1,024,620.00 1,007,773.96	100.08 4.19%	1,000,750.00 2,479.17	0.40% (7,023.96)	Aa1/AA+ AA+	1.45 1.38
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	1,000,000.00	04/24/2023 3.76%	1,032,720.00 1,011,353.71	100.53 4.17%	1,005,309.00 13,875.00	0.40% (6,044.71)	Aa1/AA+ AA+	1.70 1.59
3130AWC24	FEDERAL HOME LOAN BANKS 4.0 06/09/2028	1,000,000.00	07/06/2023 4.49%	978,470.00 991,500.68	99.69 4.17%	996,910.00 2,444.44	0.40% 5,409.32	Aa1/AA+ AA+	1.94 1.84
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	1,250,000.00	09/07/2023 4.49%	1,243,625.00 1,247,208.54	100.40 4.18%	1,254,948.75 17,165.80	0.50% 7,740.21	Aa1/AA+ AA+	2.19 2.04
3133EPWK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028	1,250,000.00	10/12/2023 4.71%	1,238,412.50 1,244,768.59	100.66 4.18%	1,258,286.25 15,468.75	0.50% 13,517.66	Aa1/AA+ AA+	2.23 2.07
Total Agency		**12,365,000.00**	**4.44%**	**12,394,714.90** **12,368,285.20**	**100.29** **4.10%**	**12,400,292.86** **144,944.76**	**4.96%** **32,007.66**		**1.21** **1.15**
AGENCY CMBS									
3137BSP72	FHMS K-058 A2 2.653 08/25/2026	587,443.97	11/29/2022 4.51%	550,132.11 586,579.50	99.68 3.63%	585,570.62 1,298.74	0.23% (1,008.88)	Aa1/AA+ AAA	0.15 0.15
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	491,862.15	12/05/2022 4.27%	476,203.25 489,920.12	99.47 4.18%	489,276.43 1,405.91	0.20% (643.70)	Aa1/AA+ AAA	0.57 0.41
3137F2LJ3	FHMS K-066 A2 3.117 06/25/2027	984,780.09	05/10/2023 3.93%	954,467.33 977,909.47	98.95 4.19%	974,402.48 2,557.97	0.39% (3,506.99)	Aa1/AA+ AAA	0.99 0.81
3137FAWS3	FHMS K-067 A2 3.194 07/25/2027	1,000,000.00	05/10/2023 3.92%	971,562.50 993,116.92	98.79 4.24%	987,920.00 2,661.67	0.40% (5,196.92)	Aaa/AA+ AA+	1.07 0.98
3137FBU79	FHMS K-069 A2 3.187 09/25/2027	720,444.63	06/09/2023 4.41%	686,730.07 711,096.50	98.59 4.25%	710,297.89 1,913.38	0.28% (798.61)	Aa1/AAA AA+	1.24 1.16
3137FETN0	FHMS K-073 A2 3.35 01/25/2028	965,000.00	05/24/2023 4.34%	927,455.47 952,709.04	98.48 4.31%	950,325.25 2,693.96	0.38% (2,383.79)	Aa1/AA+ AAA	1.57 1.39
3137FKUP9	FHMS K-087 A2 3.771 12/25/2028	964,699.57	09/19/2025 3.79%	962,664.66 963,154.16	98.38 4.42%	949,051.18 3,031.57	0.38% (14,102.98)	Aa1/AAA AA+	2.49 2.22

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3137FKZZ2	FHMS K-088 A2 3.69 01/25/2029	1,000,000.00	04/30/2025 4.02%	987,617.19 991,525.60	98.12 4.43%	981,214.00 3,075.00	0.39% (10,311.60)	Aaa/AA+ AA+	2.57 2.33
3137FUZC1	FHMS K-111 A2 1.35 05/28/2030	1,000,000.00	03/09/2026 3.94%	902,656.25 909,681.71	89.26 4.45%	892,560.00 1,125.00	0.36% (17,121.71)	Aa1/AA+ AAA	3.91 3.61
3137F9CT6	FHMS K-124 A2 1.658 12/25/2030	1,000,000.00	04/06/2026 4.26%	890,703.13 896,048.82	88.76 4.46%	887,555.00 1,381.67	0.36% (8,493.82)	Aa1/AA+ AAA	4.49 4.19
3137F8ZV8	FHMS K-123 A2 1.621 12/25/2030	1,000,000.00	04/01/2026 4.18%	893,085.94 898,434.79	88.77 4.46%	887,673.00 1,350.83	0.36% (10,761.79)	Aa1/AA+ AAA	4.49 4.13
3137F9Z79	FHMS K-125 A2 1.846 01/25/2031	1,000,000.00	03/17/2026 4.00%	906,523.44 912,031.50	89.37 4.46%	893,701.00 1,538.33	0.36% (18,330.50)	Aa1/AA+ AAA	4.57 4.22
Total Agency CMBS		**10,714,230.41**	**4.10%**	**10,109,801.34** **10,282,208.13**	**95.34** **4.32%**	**10,189,546.83** **24,034.02**	**4.08%** **(92,661.30)**		**2.47** **2.25**
CASH									
90PITT$00	City of Pittsburg	23,744,674.29	-- 0.00%	23,744,674.29 23,744,674.29	1.00 0.00%	23,744,674.29 0.00	9.50% 0.00	NA/NA NA	0.00 0.00
90PITT$02	City of Pittsburg	75,753,223.09	-- 0.00%	75,753,223.09 75,753,223.09	1.00 0.00%	75,753,223.09 0.00	30.30% 0.00	NA/NA NA	0.00 0.00
CCYUSD	Receivable	272,954.99	--	272,954.99 272,954.99	1.00	272,954.99 0.00	0.11% 0.00	Aaa/AAA AAA	0.00 0.00
CCYUSD	Receivable	17.74	--	17.74 17.74	1.00	17.74 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
CCYUSD	Receivable	539.63	--	539.63 539.63	1.00	539.63 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**99,771,409.74**	**0.00%**	**99,771,409.74** **99,771,409.74**	**1.00** **0.00%**	**99,771,409.74** **0.00**	**39.91%** **0.00**		**0.00** **0.00**
CORPORATE									
857477CD3	STATE STREET CORP 5.272 08/03/2026	350,000.00	07/31/2023 5.27%	350,000.00 350,000.00	100.01 5.05%	350,036.40 7,585.82	0.14% 36.40	Aa3/A AA-	0.09 0.01
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	500,000.00	08/24/2023 5.48%	500,680.00 500,010.96	100.08 4.82%	500,395.50 10,207.75	0.20% 384.54	Aa2/A+ AA	0.13 0.04

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
437076CV2	HOME DEPOT INC 4.95 09/30/2026	500,000.00	11/30/2023 4.86%	501,140.00 500,068.40	100.13 4.38%	500,625.00 6,256.25	0.20% 556.60	A2/A A	0.25 0.16
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	335,000.00	10/30/2023 5.88%	335,000.00 335,000.00	100.44 4.50%	336,463.95 3,338.85	0.13% 1,463.95	Aa3/A+ AA	0.33 0.24
438516BL9	HONEYWELL INTERNATIONAL INC 2.5 11/01/2026	750,000.00	05/10/2023 3.96%	714,847.50 746,592.78	99.42 4.25%	745,638.00 3,125.00	0.30% (954.78)	A2/A A	0.34 0.33
713448FW3	PEPSICO INC 5.125 11/10/2026	275,000.00	11/08/2023 5.13%	274,925.75 274,991.06	100.30 4.25%	275,818.40 1,996.61	0.11% 827.34	A1/A+ NA	0.36 0.27
24422EXF1	JOHN DEERE CAPITAL CORP 4.5 01/08/2027	500,000.00	01/18/2024 4.52%	499,705.00 499,947.88	100.16 4.18%	500,805.00 10,812.50	0.20% 857.12	A1/A A+	0.53 0.50
17275RBQ4	CISCO SYSTEMS INC 4.8 02/26/2027	1,000,000.00	-- 4.81%	999,831.60 999,956.01	100.36 4.23%	1,003,558.00 16,666.67	0.40% 3,601.99	A1/AA- NA	0.66 0.55
857477CL5	STATE STREET CORP 4.993 03/18/2027	325,000.00	03/13/2024 4.99%	325,000.00 325,000.00	100.50 4.27%	326,624.03 4,642.80	0.13% 1,624.03	Aa3/A AA-	0.71 0.61
14913UAL4	CATERPILLAR FINANCIAL SERVICES CORP 5.0 05/14/2027	1,000,000.00	05/15/2024 4.89%	1,002,930.00 1,000,850.56	100.70 4.17%	1,006,967.00 6,527.78	0.40% 6,116.44	A1/A A+	0.87 0.84
09290DAH4	BLACKROCK INC 4.6 07/26/2027	530,000.00	07/17/2024 4.60%	529,984.10 529,994.34	100.32 4.28%	531,720.91 10,496.94	0.21% 1,726.57	Aa3/AA- NA	1.07 0.94
69371RT30	PACCAR FINANCIAL CORP 4.45 08/06/2027	560,000.00	08/01/2024 4.50%	559,255.20 559,727.25	100.36 4.11%	562,007.60 10,037.22	0.22% 2,280.35	A1/A+ NA	1.10 1.04
532457CP1	ELI LILLY AND CO 4.15 08/14/2027	470,000.00	08/12/2024 4.18%	469,619.30 469,857.80	99.88 4.25%	469,457.62 7,422.74	0.19% (400.18)	Aa3/AA- NA	1.12 1.07
023135BC9	AMAZON.COM INC 3.15 08/22/2027	750,000.00	06/26/2024 4.90%	712,095.00 736,267.26	98.80 4.23%	741,023.25 8,465.63	0.30% 4,755.99	A1/AA AA-	1.15 1.10
66815L2T5	NORTHWESTERN MUTUAL GLOBAL FUNDING 4.11 09/12/2027	545,000.00	09/05/2024 4.11%	544,983.65 544,993.46	99.74 4.33%	543,589.00 6,782.07	0.22% (1,404.47)	Aa1/AA+ AAA	1.20 1.14
58989V2J2	MET TOWER GLOBAL FUNDING 4.0 10/01/2027	750,000.00	10/11/2024 4.23%	745,132.50 747,942.23	99.45 4.45%	745,882.50 7,500.00	0.30% (2,059.73)	Aa3/AA- AA-	1.25 1.19
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	750,000.00	08/22/2024 4.19%	722,842.50 738,857.86	98.29 4.33%	737,175.00 4,670.83	0.29% (1,682.86)	A2/A+ A	1.29 1.24
24422EXZ7	JOHN DEERE CAPITAL CORP 4.65 01/07/2028	375,000.00	01/06/2025 4.66%	374,887.50 374,942.88	100.55 4.27%	377,078.25 8,428.13	0.15% 2,135.37	A1/A A+	1.52 1.42

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
00287YDY2	ABBVIE INC 4.65 03/15/2028	470,000.00	02/18/2025 4.70%	469,374.90 469,650.10	100.43 4.38%	472,021.47 6,435.08	0.19% 2,371.37	A2/A- NA	1.71 1.53
57629TBW6	MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028	720,000.00	03/20/2025 4.49%	719,143.20 719,503.59	100.05 4.42%	720,360.00 8,366.00	0.29% 856.41	Aa3/AA+ AA+	1.74 1.64
64953BBW7	NEW YORK LIFE GLOBAL FUNDING 4.4 04/25/2028	530,000.00	04/22/2025 4.43%	529,629.00 529,775.23	99.84 4.49%	529,174.26 4,275.33	0.21% (600.97)	Aa1/AA+ AAA	1.82 1.71
90331HPS6	US BANK NA 4.73 05/15/2028	660,000.00	05/12/2025 4.88%	660,000.00 660,000.00	100.23 4.51%	661,502.16 3,988.97	0.26% 1,502.16	A2/A+ A+	1.88 0.84
87612EBU9	TARGET CORP 4.35 06/15/2028	280,000.00	06/05/2025 4.35%	279,997.20 279,998.18	100.04 4.33%	280,112.00 541.33	0.11% 113.82	A2/A NA	1.96 1.85
63743HFZ0	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.15 08/25/2028	480,000.00	08/19/2025 4.19%	479,462.40 479,614.46	99.18 4.55%	476,072.64 6,972.00	0.19% (3,541.82)	A2/NA A	2.15 2.00
437076DH2	HOME DEPOT INC 3.75 09/15/2028	285,000.00	09/08/2025 3.77%	284,814.75 284,863.60	98.88 4.29%	281,809.43 3,146.88	0.11% (3,054.17)	A2/A A	2.21 2.07
46647PEU6	JPMORGAN CHASE & CO 4.915 01/24/2029	430,000.00	01/16/2025 4.92%	430,000.00 430,000.00	100.49 4.53%	432,086.36 9,216.99	0.17% 2,086.36	A1/A AA-	2.57 1.46
92826CAY8	VISA INC 3.8 02/12/2029	605,000.00	02/03/2026 3.84%	604,304.25 604,392.49	98.77 4.30%	597,586.33 8,876.69	0.24% (6,806.16)	Aa3/AA- NA	2.62 2.42
02079KBJ5	ALPHABET INC 3.7 02/15/2029	285,000.00	02/09/2026 3.83%	283,965.45 284,095.48	98.38 4.36%	280,373.60 4,042.25	0.11% (3,721.88)	Aa2/AA+ NA	2.63 2.43
38151LAJ9	GOLDMAN SACHS BANK USA 4.656 06/03/2029	305,000.00	05/27/2026 4.57%	305,000.00 305,000.00	100.06 4.54%	305,188.80 1,104.51	0.12% 188.80	A1/A+ AA-	2.93 1.81
89236TMK8	TOYOTA MOTOR CREDIT CORP 4.55 08/09/2029	750,000.00	02/27/2025 4.58%	748,965.00 749,276.20	99.96 4.56%	749,709.75 13,460.42	0.30% 433.55	A1/A+ A+	3.11 2.82
61748UAK8	MORGAN STANLEY 4.133 10/18/2029	290,000.00	10/17/2025 4.36%	290,000.00 290,000.00	98.64 4.70%	286,041.50 2,430.43	0.11% (3,958.50)	A1/A- A+	3.30 2.15
06406RCG0	BANK OF NEW YORK MELLON CORP 4.026 01/22/2030	265,000.00	01/14/2026 4.09%	265,000.00 265,000.00	98.61 4.50%	261,309.08 4,712.10	0.10% (3,690.92)	Aa3/A AA-	3.56 2.36
713448GH5	PEPSICO INC 4.3 07/23/2030	500,000.00	07/29/2025 4.32%	499,530.00 499,616.61	99.87 4.34%	499,328.00 9,436.11	0.20% (288.61)	A1/A+ NA	4.06 3.62
30303MAB8	META PLATFORMS INC 4.2 11/15/2030	1,000,000.00	05/15/2026 4.69%	980,360.00 980,886.29	98.43 4.60%	984,313.00 5,366.67	0.39% 3,426.72	Aa3/AA- NA	4.38 3.93

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
09247XAR2	BLACKROCK FINANCE INC 1.9 01/28/2031	1,000,000.00	03/18/2026 4.34%	894,130.00 900,329.59	89.20 4.54%	892,029.00 8,075.00	0.36% (8,300.59)	Aa3/AA- NA	4.58 4.26
02079KBK2	ALPHABET INC 4.1 02/15/2031	1,000,000.00	03/18/2026 4.22%	994,910.00 995,205.07	98.26 4.52%	982,580.00 15,716.67	0.39% (12,625.07)	Aa2/AA+ NA	4.63 4.10
023135DD5	AMAZON.COM INC 4.25 03/13/2031	500,000.00	03/11/2026 4.31%	498,665.00 498,745.42	98.47 4.62%	492,327.50 6,375.00	0.20% (6,417.92)	A1/AA AA-	4.70 4.16
002824BS8	ABBOTT LABORATORIES 4.0 03/15/2031	1,000,000.00	03/13/2026 4.38%	983,010.00 984,006.13	97.46 4.61%	974,552.00 12,444.44	0.39% (9,454.13)	Aa3/A+ NA	4.71 4.18
89236TQB4	TOYOTA MOTOR CREDIT CORP 4.55 05/14/2031	400,000.00	05/15/2026 4.74%	396,672.00 396,752.37	99.17 4.74%	396,686.40 2,376.11	0.16% (65.97)	A1/A+ A+	4.87 4.29
532457DL9	ELI LILLY AND CO 4.375 05/20/2031	1,000,000.00	05/15/2026 4.62%	989,040.00 989,292.09	99.23 4.55%	992,303.00 4,982.64	0.40% 3,010.91	Aa3/AA- NA	4.89 4.33
58933YCK9	MERCK & CO INC 4.65 05/22/2031	1,000,000.00	-- 4.69%	998,082.35 998,124.36	100.16 4.61%	1,001,635.00 5,037.50	0.40% 3,510.64	Aa3/A+ NA	4.89 4.31
57636QBL7	MASTERCARD INC 4.6 06/08/2031	805,000.00	06/04/2026 4.62%	804,356.00 804,364.11	99.85 4.63%	803,762.72 2,365.81	0.32% (601.40)	Aa3/A+ NA	4.94 4.36
67066GAR5	NVIDIA CORP 4.5 06/15/2031	485,000.00	06/15/2026 4.54%	484,078.50 484,085.07	99.65 4.58%	483,283.10 788.13	0.19% (801.97)	Aa1/AA NA	4.96 4.39
Total Corporate		**25,310,000.00**	**4.54%**	**25,035,349.60 25,117,577.14**	**99.18 4.44%**	**25,091,012.48 285,496.64**	**10.04% (26,564.66)**		**2.52 2.21**
EQUITY MUTUAL FUND									
90PARS$00	City of Pittsburg	5,435,979.65	-- 0.00%	5,435,979.65 5,435,979.65	1.00 0.00%	5,435,979.65 0.00	2.17% 0.00	NA/NA NA	0.00 0.00
Total Equity Mutual Fund		**5,435,979.65**	**0.00%**	**5,435,979.65 5,435,979.65**	**1.00 0.00%**	**5,435,979.65 0.00**	**2.17% 0.00**		**0.00 0.00**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	50,215,342.92	-- 3.82%	50,215,342.92 50,215,342.92	1.00 3.82%	50,215,342.92 0.00	20.09% 0.00	NA/NA NA	0.00 0.00
Total LAIF		**50,215,342.92**	**3.82%**	**50,215,342.92 50,215,342.92**	**1.00 3.82%**	**50,215,342.92 0.00**	**20.09% 0.00**		**0.00 0.00**

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MONEY MARKET FUND									
94975H254	ALLSPRING:GOVT MM S	6,719.17	-- 3.23%	6,719.17 6,719.17	1.00 3.23%	6,719.17 0.00	0.00% 0.00	Aaa/AAAm AAA	0.00 0.00
94975H254	ALLSPRING:GOVT MM S	281,922.97	-- 3.23%	281,922.97 281,922.97	1.00 3.23%	281,922.97 0.00	0.11% 0.00	Aaa/AAAm AAA	0.00 0.00
Total Money Market Fund		**288,642.14**	**3.23%**	**288,642.14 288,642.14**	**1.00 3.23%**	**288,642.14 0.00**	**0.12% 0.00**		**0.00 0.00**
SUPRANATIONAL									
45950KDF4	INTERNATIONAL FINANCE CORP 4.375 01/15/2027	710,000.00	11/29/2023 4.49%	707,685.40 709,596.58	100.15 4.09%	711,079.91 14,323.26	0.28% 1,483.34	Aaa/AAA NA	0.54 0.52
459058LT8	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028	660,000.00	04/29/2025 3.70%	658,534.80 659,098.13	99.04 4.17%	653,656.08 3,721.67	0.26% (5,442.05)	Aaa/AAA NA	1.85 1.75
Total Supranational		**1,370,000.00**	**4.11%**	**1,366,220.20 1,368,694.71**	**99.62 4.13%**	**1,364,735.99 18,044.93**	**0.55% (3,958.72)**		**1.17 1.11**
US TREASURY									
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	1,000,000.00	05/09/2023 3.65%	945,976.56 994,240.30	99.28 3.96%	992,781.00 2,554.35	0.40% (1,459.30)	Aa1/AA+ AA+	0.38 0.37
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	1,500,000.00	05/16/2023 3.59%	1,417,031.25 1,474,649.84	97.46 4.17%	1,461,972.00 4,310.46	0.58% (12,677.84)	Aa1/AA+ AA+	1.38 1.33
9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	1,250,000.00	09/27/2024 3.51%	1,220,019.53 1,235,556.85	97.79 4.17%	1,222,363.75 12,914.36	0.49% (13,193.10)	Aa1/AA+ AA+	1.63 1.55
91282CPC9	UNITED STATES TREASURY 3.5 10/15/2028	1,300,000.00	11/10/2025 3.58%	1,297,105.47 1,297,720.86	98.54 4.17%	1,281,059.00 9,572.40	0.51% (16,661.86)	Aa1/AA+ AA+	2.29 2.16
91282CDF5	UNITED STATES TREASURY 1.375 10/31/2028	1,500,000.00	08/27/2025 3.62%	1,399,687.50 1,426,235.72	93.83 4.18%	1,407,480.00 3,474.86	0.56% (18,755.72)	Aa1/AA+ AA+	2.34 2.25
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	1,500,000.00	04/18/2024 4.72%	1,402,792.96 1,449,505.86	97.66 4.17%	1,464,961.50 5,986.75	0.59% 15,455.64	Aa1/AA+ AA+	2.38 2.25

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CEM9	UNITED STATES TREASURY 2.875 04/30/2029	1,500,000.00	09/18/2025 3.60%	1,463,378.91 1,471,291.73	96.58 4.17%	1,448,730.00 7,265.63	0.58% (22,561.73)	Aa1/AA+ AA+	2.83 2.67
9128286T2	UNITED STATES TREASURY 2.375 05/15/2029	1,000,000.00	03/17/2025 4.08%	935,390.63 955,381.68	95.21 4.16%	952,148.00 3,033.29	0.38% (3,233.68)	Aa1/AA+ AA+	2.87 2.73
91282CES6	UNITED STATES TREASURY 2.75 05/31/2029	1,000,000.00	10/30/2025 3.64%	970,312.50 975,827.84	96.16 4.16%	961,602.00 2,329.24	0.38% (14,225.84)	Aa1/AA+ AA+	2.92 2.76
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	1,000,000.00	11/05/2024 4.20%	991,445.31 994,425.59	99.52 4.17%	995,234.00 16,685.08	0.40% 808.41	Aa1/AA+ AA+	3.08 2.82
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	1,750,000.00	12/13/2024 4.27%	1,665,712.89 1,693,269.23	96.91 4.17%	1,695,996.75 18,278.70	0.68% 2,727.52	Aa1/AA+ AA+	3.17 2.94
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	1,000,000.00	11/26/2025 3.53%	999,062.50 999,206.27	97.97 4.17%	979,688.00 8,797.81	0.39% (19,518.27)	Aa1/AA+ AA+	3.25 3.01
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	1,000,000.00	06/16/2025 4.01%	999,687.50 999,761.66	99.45 4.18%	994,492.00 6,739.13	0.40% (5,269.66)	Aa1/AA+ AA+	3.34 3.07
91282CFY2	UNITED STATES TREASURY 3.875 11/30/2029	1,000,000.00	06/06/2025 4.02%	993,984.38 995,408.26	99.04 4.18%	990,352.00 3,282.10	0.40% (5,056.26)	Aa1/AA+ AA+	3.42 3.15
91282CGB1	UNITED STATES TREASURY 3.875 12/31/2029	1,200,000.00	07/30/2025 3.91%	1,198,125.00 1,198,514.17	99.02 4.18%	1,188,187.20 126.36	0.48% (10,326.97)	Aa1/AA+ AA+	3.50 3.24
91282CGJ4	UNITED STATES TREASURY 3.5 01/31/2030	1,750,000.00	12/30/2025 3.60%	1,743,232.42 1,744,057.96	97.75 4.18%	1,710,693.25 25,549.03	0.68% (33,364.71)	Aa1/AA+ AA+	3.59 3.28
91282CGZ8	UNITED STATES TREASURY 3.5 04/30/2030	1,500,000.00	12/09/2025 3.75%	1,484,648.44 1,486,593.74	97.58 4.19%	1,463,671.50 8,845.11	0.59% (22,922.24)	Aa1/AA+ AA+	3.83 3.52
91282CHF1	UNITED STATES TREASURY 3.75 05/31/2030	2,000,000.00	03/12/2026 3.80%	1,995,937.50 1,996,227.68	98.42 4.19%	1,968,360.00 6,352.46	0.79% (27,867.68)	Aa1/AA+ AA+	3.92 3.59
91282CHR5	UNITED STATES TREASURY 4.0 07/31/2030	1,500,000.00	05/04/2026 4.06%	1,496,718.75 1,496,839.57	99.27 4.19%	1,489,101.00 25,027.62	0.60% (7,738.57)	Aa1/AA+ AA+	4.08 3.67
91282CPA3	UNITED STATES TREASURY 3.625 09/30/2030	1,400,000.00	02/25/2026 3.60%	1,401,585.94 1,401,467.73	97.80 4.20%	1,369,156.60 12,756.83	0.55% (32,311.13)	Aa1/AA+ AA+	4.25 3.86
91282CPD7	UNITED STATES TREASURY 3.625 10/31/2030	2,000,000.00	03/05/2026 3.72%	1,991,953.13 1,992,506.94	97.74 4.20%	1,954,844.00 12,214.67	0.78% (37,662.94)	Aa1/AA+ AA+	4.34 3.94
91282CPR6	UNITED STATES TREASURY 3.625 12/31/2030	2,000,000.00	03/05/2026 3.73%	1,990,625.00 1,991,247.87	97.64 4.21%	1,952,890.00 197.01	0.78% (38,357.87)	Aa1/AA+ AA+	4.50 4.10
91282CPW5	UNITED STATES TREASURY 3.75 01/31/2031	2,000,000.00	03/09/2026 3.75%	2,000,000.00 2,000,000.00	98.11 4.21%	1,962,266.00 31,284.53	0.78% (37,734.00)	Aa1/AA+ AA+	4.59 4.10

HOLDINGS REPORT

City of Pittsburg Managed/Reporting Cons | Account #10639 | As of June 30, 2026

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CQD6	UNITED STATES TREASURY 3.5 02/28/2031	2,000,000.00	03/05/2026 3.73%	1,979,531.25 1,980,847.10	97.07 4.20%	1,941,328.00 23,396.74	0.78% (39,519.10)	Aa1/AA+ AA+	4.67 4.20
91282CQG9	UNITED STATES TREASURY 3.875 03/31/2031	2,000,000.00	03/26/2026 4.02%	1,987,031.25 1,987,684.66	98.58 4.21%	1,971,562.00 19,480.87	0.79% (16,122.66)	Aa1/AA+ AA+	4.75 4.25
91282CQK0	UNITED STATES TREASURY 3.875 04/30/2031	2,000,000.00	04/29/2026 4.00%	1,988,671.88 1,989,056.52	98.56 4.21%	1,971,250.00 13,057.07	0.79% (17,806.52)	Aa1/AA+ AA+	4.83 4.33
Total US Treasury		**38,650,000.00**	**3.83%**	**37,959,648.45 38,227,525.63**	**97.80 4.18%**	**37,792,169.55 283,512.49**	**15.12% (435,356.08)**		**3.49 3.19**
Total Portfolio		**251,553,716.10**	**2.36%**	**250,009,409.17 250,508,205.21**	**37.74 2.38%**	**249,980,092.11 768,628.47**	**100.00% (528,113.10)**		**1.03 0.89**
Total Market Value + Accrued						**250,748,720.58**			

TRANSACTIONS

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/07/2026	3137F8ZV8	1,000,000.00	FHMS K-123 A2 1.621 12/25/2030	89.309	4.18%	(893,085.94)	(270.17)	(893,356.11)	0.00
Purchase	04/09/2026	3137F9CT6	1,000,000.00	FHMS K-124 A2 1.658 12/25/2030	89.070	4.26%	(890,703.13)	(368.44)	(891,071.57)	0.00
Purchase	04/22/2026	05594YAD8	420,000.00	BMWLT 2026-1 A3 4.15 05/25/2029	99.989	4.85%	(419,953.59)	0.00	(419,953.59)	0.00
Purchase	04/22/2026	448972AD1	290,000.00	HALST 26B A3 4.21 04/16/2029	99.985	4.22%	(289,957.72)	0.00	(289,957.72)	0.00
Purchase	04/30/2026	91282CQK0	2,000,000.00	UNITED STATES TREASURY 3.875 04/30/2031	99.434	4.00%	(1,988,671.88)	0.00	(1,988,671.88)	0.00
Purchase	05/05/2026	91282CHR5	1,500,000.00	UNITED STATES TREASURY 4.0 07/31/2030	99.781	4.06%	(1,496,718.75)	(15,580.11)	(1,512,298.86)	0.00
Purchase	05/13/2026	43814YAD3	700,000.00	HAROT 2026-2 A3 4.3 11/15/2030	99.997	3.02%	(699,979.77)	0.00	(699,979.77)	0.00
Purchase	05/14/2026	36275AAD1	310,000.00	GMALT 2026-2 A3 4.3 03/20/2029	99.989	4.40%	(309,966.46)	0.00	(309,966.46)	0.00
Purchase	05/18/2026	30303MAB8	1,000,000.00	META PLATFORMS INC 4.2 11/15/2030	98.036	4.69%	(980,360.00)	(350.00)	(980,710.00)	0.00
Purchase	05/18/2026	89236TQB4	400,000.00	TOYOTA MOTOR CREDIT CORP 4.55 05/14/2031	99.168	4.74%	(396,672.00)	(202.22)	(396,874.22)	0.00
Purchase	05/20/2026	532457DL9	1,000,000.00	ELI LILLY AND CO 4.375 05/20/2031	98.904	4.62%	(989,040.00)	0.00	(989,040.00)	0.00
Purchase	05/22/2026	58933YCK9	385,000.00	MERCK & CO INC 4.65 05/22/2031	99.938	4.66%	(384,761.30)	0.00	(384,761.30)	0.00
Purchase	05/22/2026	58933YCK9	615,000.00	MERCK & CO INC 4.65 05/22/2031	99.727	4.71%	(613,321.05)	0.00	(613,321.05)	0.00
Purchase	06/03/2026	38151LAJ9	305,000.00	GOLDMAN SACHS BANK USA 4.656 06/03/2029	100.000	4.57%	(305,000.00)	0.00	(305,000.00)	0.00
Purchase	06/08/2026	57636QBL7	805,000.00	MASTERCARD INC 4.6 06/08/2031	99.920	4.62%	(804,356.00)	0.00	(804,356.00)	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Purchase	06/18/2026	67066GAR5	485,000.00	NVIDIA CORP 4.5 06/15/2031	99.810	4.54%	(484,078.50)	0.00	(484,078.50)	0.00
Total Purchase			**12,215,000.00**				**(11,946,626.09)**	**(16,770.94)**	**(11,963,397.03)**	**0.00**
TOTAL ACQUISITIONS			**12,215,000.00**				**(11,946,626.09)**	**(16,770.94)**	**(11,963,397.03)**	**0.00**
DISPOSITIONS										
Maturity	04/28/2026	3133EPHH1	(1,500,000.00)	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	100.000	3.90%	1,500,000.00	0.00	1,500,000.00	0.00
Maturity	05/03/2026	00440EAV9	(750,000.00)	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	100.000	5.19%	750,000.00	0.00	750,000.00	0.00
Maturity	05/11/2026	69371RR32	(600,000.00)	PACCAR FINANCIAL CORP 1.1 05/11/2026	100.000	4.54%	600,000.00	0.00	600,000.00	0.00
Maturity	05/15/2026	4581X0EK0	(750,000.00)	INTER-AMERICAN DEVELOPMENT BANK 4.5 05/15/2026	100.000	4.53%	750,000.00	0.00	750,000.00	0.00
Maturity	06/18/2026	89236TJK2	(250,000.00)	TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026	100.000	4.55%	250,000.00	0.00	250,000.00	0.00
Total Maturity			**(3,850,000.00)**				**3,850,000.00**	**0.00**	**3,850,000.00**	**0.00**
Sale	04/06/2026	912828V98	(500,000.00)	UNITED STATES TREASURY 2.25 02/15/2027	98.738	4.06%	493,691.41	1,553.87	495,245.28	799.81
Sale	04/08/2026	78016HZT0	(665,000.00)	ROYAL BANK OF CANADA 4.875 01/19/2027	100.561	4.88%	668,730.65	7,114.11	675,844.76	3,774.03
Sale	05/08/2026	89115A3E0	(825,000.00)	TORONTO-DOMINION BANK 4.861 01/31/2028	100.853	4.86%	832,037.25	10,917.00	842,954.25	7,037.25
Sale	05/18/2026	3130AXU63	(1,000,000.00)	FEDERAL HOME LOAN BANKS 4.625 11/17/2026	100.391	4.53%	1,003,910.00	128.47	1,004,038.47	3,482.10
Sale	05/20/2026	91282CHX2	(1,000,000.00)	UNITED STATES TREASURY 4.375 08/31/2028	100.441	4.34%	1,004,414.06	9,629.76	1,014,043.82	3,661.35

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Sale	06/08/2026	665859AW4	(600,000.00)	NORTHERN TRUST CORP 4.0 05/10/2027	99.895	4.08%	599,370.00	1,866.67	601,236.67	(215.88)
Total Sale			**(4,590,000.00)**				**4,602,153.37**	**31,209.88**	**4,633,363.25**	**18,538.66**
TOTAL DISPOSITIONS			**(8,440,000.00)**				**8,452,153.37**	**31,209.88**	**8,483,363.25**	**18,538.66**

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Maturity	04/02/2026	912797SD0	(16,000,000.00)	UNITED STATES TREASURY 04/02/2026	100.000	3.65%	16,000,000.00	0.00	16,000,000.00	0.00
Total Maturity			**(16,000,000.00)**				**16,000,000.00**	**0.00**	**16,000,000.00**	**0.00**
TOTAL DISPOSITIONS			**(16,000,000.00)**				**16,000,000.00**	**0.00**	**16,000,000.00**	**0.00**

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/07/2026	3137F8ZV8	1,000,000.00	FHMS K-123 A2 1.621 12/25/2030	89.309	4.18%	(893,085.94)	(270.17)	(893,356.11)	0.00
Purchase	04/09/2026	3137F9CT6	1,000,000.00	FHMS K-124 A2 1.658 12/25/2030	89.070	4.26%	(890,703.13)	(368.44)	(891,071.57)	0.00
Purchase	04/22/2026	05594YAD8	420,000.00	BMWLT 2026-1 A3 4.15 05/25/2029	99.989	4.85%	(419,953.59)	0.00	(419,953.59)	0.00
Purchase	04/22/2026	448972AD1	290,000.00	HALST 26B A3 4.21 04/16/2029	99.985	4.22%	(289,957.72)	0.00	(289,957.72)	0.00
Purchase	04/30/2026	91282CQK0	2,000,000.00	UNITED STATES TREASURY 3.875 04/30/2031	99.434	4.00%	(1,988,671.88)	0.00	(1,988,671.88)	0.00
Purchase	05/01/2026	90LAIF$00	34,996,408.14	Local Agency Investment Fund State Pool	1.000	3.81%	(34,996,408.14)	0.00	(34,996,408.14)	0.00
Purchase	05/05/2026	91282CHR5	1,500,000.00	UNITED STATES TREASURY 4.0 07/31/2030	99.781	4.06%	(1,496,718.75)	(15,580.11)	(1,512,298.86)	0.00
Purchase	05/13/2026	43814YAD3	700,000.00	HAROT 2026-2 A3 4.3 11/15/2030	99.997	3.02%	(699,979.77)	0.00	(699,979.77)	0.00
Purchase	05/14/2026	36275AAD1	310,000.00	GMALT 2026-2 A3 4.3 03/20/2029	99.989	4.40%	(309,966.46)	0.00	(309,966.46)	0.00
Purchase	05/18/2026	30303MAB8	1,000,000.00	META PLATFORMS INC 4.2 11/15/2030	98.036	4.69%	(980,360.00)	(350.00)	(980,710.00)	0.00
Purchase	05/18/2026	89236TQB4	400,000.00	TOYOTA MOTOR CREDIT CORP 4.55 05/14/2031	99.168	4.74%	(396,672.00)	(202.22)	(396,874.22)	0.00
Purchase	05/20/2026	532457DL9	1,000,000.00	ELI LILLY AND CO 4.375 05/20/2031	98.904	4.62%	(989,040.00)	0.00	(989,040.00)	0.00
Purchase	05/22/2026	58933YCK9	385,000.00	MERCK & CO INC 4.65 05/22/2031	99.938	4.66%	(384,761.30)	0.00	(384,761.30)	0.00
Purchase	05/22/2026	58933YCK9	615,000.00	MERCK & CO INC 4.65 05/22/2031	99.727	4.71%	(613,321.05)	0.00	(613,321.05)	0.00
Purchase	05/31/2026	90PARS$00	351,213.03	City of Pittsburg	1.000	0.00%	(351,213.03)	0.00	(351,213.03)	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Purchase	05/31/2026	90LAIF$00	15,218,934.78	Local Agency Investment Fund State Pool	1.000	3.81%	(15,218,934.78)	0.00	(15,218,934.78)	0.00
Purchase	06/03/2026	38151LAJ9	305,000.00	GOLDMAN SACHS BANK USA 4.656 06/03/2029	100.000	4.57%	(305,000.00)	0.00	(305,000.00)	0.00
Purchase	06/08/2026	57636QBL7	805,000.00	MASTERCARD INC 4.6 06/08/2031	99.920	4.62%	(804,356.00)	0.00	(804,356.00)	0.00
Purchase	06/18/2026	67066GAR5	485,000.00	NVIDIA CORP 4.5 06/15/2031	99.810	4.54%	(484,078.50)	0.00	(484,078.50)	0.00
Total Purchase			**62,781,555.95**				**(62,513,182.04)**	**(16,770.94)**	**(62,529,952.98)**	**0.00**
TOTAL ACQUISITIONS			**62,781,555.95**				**(62,513,182.04)**	**(16,770.94)**	**(62,529,952.98)**	**0.00**
DISPOSITIONS										
Maturity	04/02/2026	912797SD0	(16,000,000.00)	UNITED STATES TREASURY 04/02/2026	100.000	3.65%	16,000,000.00	0.00	16,000,000.00	0.00
Maturity	04/28/2026	3133EPHH1	(1,500,000.00)	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	100.000	3.90%	1,500,000.00	0.00	1,500,000.00	0.00
Maturity	05/03/2026	00440EAV9	(750,000.00)	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	100.000	5.19%	750,000.00	0.00	750,000.00	0.00
Maturity	05/11/2026	69371RR32	(600,000.00)	PACCAR FINANCIAL CORP 1.1 05/11/2026	100.000	4.54%	600,000.00	0.00	600,000.00	0.00
Maturity	05/15/2026	4581X0EK0	(750,000.00)	INTER-AMERICAN DEVELOPMENT BANK 4.5 05/15/2026	100.000	4.53%	750,000.00	0.00	750,000.00	0.00
Maturity	06/18/2026	89236TJK2	(250,000.00)	TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026	100.000	4.55%	250,000.00	0.00	250,000.00	0.00
Total Maturity			**(19,850,000.00)**				**19,850,000.00**	**0.00**	**19,850,000.00**	**0.00**
Sale	04/06/2026	912828V98	(500,000.00)	UNITED STATES TREASURY 2.25 02/15/2027	98.738	4.06%	493,691.41	1,553.87	495,245.28	799.81

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Sale	04/08/2026	78016HZT0	(665,000.00)	ROYAL BANK OF CANADA 4.875 01/19/2027	100.561	4.88%	668,730.65	7,114.11	675,844.76	3,774.03
Sale	05/01/2026	90PITT$01	(34,996,408.14)	City of Pittsburg	1.000	0.00%	34,996,408.14	0.00	34,996,408.14	0.00
Sale	05/08/2026	89115A3E0	(825,000.00)	TORONTO-DOMINION BANK 4.861 01/31/2028	100.853	4.86%	832,037.25	10,917.00	842,954.25	7,037.25
Sale	05/18/2026	3130AXU63	(1,000,000.00)	FEDERAL HOME LOAN BANKS 4.625 11/17/2026	100.391	4.53%	1,003,910.00	128.47	1,004,038.47	3,482.10
Sale	05/20/2026	91282CHX2	(1,000,000.00)	UNITED STATES TREASURY 4.375 08/31/2028	100.441	4.34%	1,004,414.06	9,629.76	1,014,043.82	3,661.35
Sale	06/08/2026	665859AW4	(600,000.00)	NORTHERN TRUST CORP 4.0 05/10/2027	99.895	4.08%	599,370.00	1,866.67	601,236.67	(215.88)
Total Sale			**(39,586,408.14)**				**39,598,561.51**	**31,209.88**	**39,629,771.39**	**18,538.66**
TOTAL DISPOSITIONS			**(59,436,408.14)**				**59,448,561.51**	**31,209.88**	**59,479,771.39**	**18,538.66**

IMPORTANT DISCLOSURES

Information contained herein is confidential. Prices are provided by ICE Data Services Inc (“IDS”), an independent pricing source. In the event IDS does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client’s Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

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Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody’s, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities (“MBS”) reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

LGIP Yields: Reported yields for local government investment pools may be presented as either the 30-day yield or the monthly distribution yield, as applicable. For certain funds, the 30-day yield is calculated using reported daily yield data. Yield calculations are subject to change and may not be directly comparable across funds.

LAIF Yields: Additional Disclosure for CA Clients - As a result of a reporting lag from the Local Agency Investment Fund (LAIF), reported LAIF yields represent the most recently available Daily Effective Yield and may reflect data from approximately 7–10 days prior to month-end.

Benchmark	Disclosure
ICE BofA 1-5 Yr Unsubordinated US Treasury & Agency Index	The ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody’s, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

STAFF REPORT

MEETING DATE:	August 3, 2026
TO:	Mayor and Council Members
FROM:	Darin E. Gale, City Manager Philip Galer, Chief of Police Gabriel Palma, Lieutenant
SUBJECT:	Adoption of a City Council Resolution Accepting the Military Equipment Annual Report, Determining the Use of Equipment Complied with Policy 706, and Determining Policy 706 will Continue

EXECUTIVE SUMMARY

State law requires the Police Department to provide the City Council with an annual report on military equipment use. Upon review of the report, the City Council is to determine whether use of the equipment complied with existing policy, and whether to continue with the policy or make any changes.

FISCAL IMPACT

There is no impact to the budget. All equipment has been maintained within pre-established budgets and no new equipment authorizations are requested.

RECOMMENDATION

City Council adopts the resolution accepting the Military Annual Report determining that the use of equipment complied with Policy 706, and determining policy 706 will continue, and to increase each equipment category's budgetary authority usage by an additional 20% (twenty) to allow for greater operational efficiency.

BACKGROUND

Effective January 1, 2022, Assembly Bill 481, which added Sections 7070-7075 to the Government Code, requires legislative bodies to adopt ordinances approving military equipment use policies before law enforcement agencies can continue to engage in specified activities related to the use of what the state legislature has now defined as “military equipment” in Government Code Section 7070. The Pittsburg Police Department has several pieces qualifying as “military equipment” in inventory and engages in critical public safety activities in coordination with other local jurisdictions. In May 2022, the City Council adopted an ordinance adding Section 2.64 to the Pittsburg Municipal Code, approving Policy 706 Military Equipment Use Policy for Police Services. State law requires the Police Department to submit an annual report to the City Council. The City Council is required to review Policy 706 and the annual report and determine whether the military equipment has complied with specified standards. The City Council may determine that Policy 706 may continue without change, or direct staff to come back with specified changes. The law further requires that the annual report be made available on the Police Department website. Within 30 days of submitting and publicly releasing the annual report, the Police Department is required to hold a community engagement meeting at which the public may discuss and ask questions. In compliance with the requirement, the Police Department agendized the matter for the Public Safety standing committee.

SUBCOMMITTEE FINDINGS

This item was presented to the Public Safety Subcommittee and opened to public comment on Wednesday, May 6th, 2026.

STAFF ANALYSIS

Staff seek approval of the continued use of equipment currently in the Police Department’s inventory by authorized and trained personnel when the use is necessary to maintain public safety. Policy approval would allow the continued collaboration with other law enforcement agencies in the deployment or other use of military equipment within the City. The Police Department works closely with other local, county, state and federal law enforcement agencies within Contra Costa County on police-related matters, including safeguarding the public’s welfare and safety, working on regional task forces, conducting training exercises, providing mutual aid and responding to emergencies. In certain circumstances, there arises a need to deploy “military” equipment from, or lend military equipment to, outside entities to promote the safety and security of community members. A full inventory of the Police Department’s military equipment is included in the Annual Report and is attached. Government Code §7071(d)(1) sets forth the findings that City Council must make to approve the policy. The City Council can make the required findings because:

1. Authorizing the use of military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety. The acquisition and use of this equipment is part of the Pittsburg Police Department’s overall approach to Critical Incident Management, Use of Force, De-Escalation and public safety. The equipment will enable department members to properly respond to both planned and unplanned events efficiently and effectively.

2. The proposed Military Equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties by ensuring required reporting, the opportunity for community engagement and feedback, and transparency and oversight regarding the acquisition and use of the specified military equipment in the City of Pittsburg.
3. For the proposed equipment purchases, the equipment is reasonably cost-effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
4. Prior military equipment use has complied with the military equipment use policy that was in effect at the time.
5. An increase of 20% to each equipment category's operational budget authority will provide for greater annual flexibility when dealing with cost increases, maintenance and training needs.

ATTACHMENTS: Resolution
AB 481 2025 Annual Report

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Accepting Military Equipment Annual Report,	)	
Determining the Use of Equipment Complied with	)	RESOLUTION NO. 26-
Policy 706, and Determining Policy 706 Will Continue	)	

WHEREAS, state law at California Government Code Sections 7070-75, as added by Assembly Bill 481 in 2021, requires each law enforcement agency to submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body; and

WHEREAS, the City Council in 2022 approved by ordinance Policy 706 “Military Equipment Funding, Acquisition and Use”; and

WHEREAS, Government Code Section 7072 requires the Police Department to hold annually at least one well-publicized and conveniently located community engagement meeting within 30 days of submitting and publicly releasing the military equipment annual report; and

WHEREAS, Government Code 7071(e) requires the City Council to review Policy 706 and the military equipment annual report and determine whether each type of military equipment has complied with the following standards: 1) The military equipment identified in the Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; 2) Policy 706 will safeguard the public’s welfare, safety, civil rights, and civil liberties; 3) If purchasing the equipment identified in the Policy, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and 4) Prior military equipment use complied with the military equipment that was in effect as the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and

WHEREAS, after reviewing the annual report and Policy 706, the City Council must vote whether to continue Policy 706 or direct staff to return to City Council with an amendment or replacement of Policy 706; and

WHEREAS, the annual report was agendized for the May 6, 2026 Public Safety standing committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council accepts the military equipment annual report and determines the following: 1) The military equipment identified in the Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; 2) Policy

706 will safeguard the public's welfare, safety, civil rights, and civil liberties; 3) If purchasing the equipment identified in the Policy, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; 4) Prior military equipment use complied with the military equipment that was in effect as the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and 5) An increase of 20% to each equipment category's operational budget will provide for greater annual flexibility when dealing with cost increases, maintenance and training needs.

BE IT FURTHER RESOLVED that the City Council has reviewed Policy 706 and determines that Policy 706 shall continue with an operational increase of 20% to each equipment category's operational budget authority.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 3rd day of August 2026, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Dionne Adams, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

706.2 POLICY

It is the policy of the Pittsburg Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police and their designee will act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Pittsburg Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

  1. Publicizing the details of the meeting.

  2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

See attachment: PPD Military Equipment List

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

PITTSBURG POLICE DEPARTMENT
Professionalism ★ Excellence ★ Trust
65 CIVIC AVENUE PITTSBURG, CA 94565

Military Equipment

Annual Report

As required by
California Government Code Section 7072

January 1, 2025 – December 31, 2025

Prepared by: Lieutenant Gabriel Palma

Annual Report Summary

In 2021, the State Legislature passed, and the Governor signed Assembly Bill 481, adding Sections 7070-7075 to the California Government Code. The law required each law enforcement agency to obtain approval from the governing body, by ordinance, of a military equipment use policy. The City Council adopted the ordinance in 2022, adding Chapter 2.64 to the Pittsburg Municipal Code and approving Policy 706 "Military Equipment Funding, Acquisition and Use Policy." The state law further requires the law enforcement agency to submit to the governing body an annual military equipment report. The governing body, i.e. the City Council, must determine, based on the report, whether the equipment has complied with the standards for approval.

Military Equipment List
Annual Report for Calendar Year 2025

1. Unmanned Aerial Vehicles

a. **Description, quantity, capabilities, and purchase cost:**
The unmanned Aerial Vehicle (UAV) is a battery powered, remote operated device. Flight time of approximately 30-45 minutes per battery, depending on weather and flight conditions. The UAV has also proven to be useful to public safety agencies in firefighting, search and rescue, pre-operational surveillance, and other tactical situations where aerial views enhance the safety and efficiency of law enforcement and fire personnel.

i. DJI Matrice 4T, cost $9,000, quantity: 3.
ii. DJI Mavic 2, cost $4,000, quantity: 2.
iii. DJI Mini 2, cost $800, quantity: 2.
Iv. DJI Avata 2, cost $1000, quantity:4

b. **Purpose:**
To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

i. Major collision investigations
ii. Emergency Life Threatening Situations
iii. Search for missing persons
iv. Natural disaster management
v. Crime scene photography
vi. Special Weapons and Tactics, tactical or other public safety and life preservation missions
vii. In response to specific requests from local, state or federal fire authorities for fire response and/or prevention

c. **Authorized Use:**
Only assigned operators who have completed the required training shall be permitted to operate Pittsburg Police Department's UAV's approved missions.

d. **Expected Lifespan:**
DJI Mavic 2-5 years
DJI Matrice 4T - 5 years.
DJI Avata 2 - 5 years.
DJI Mini 2 - 5 years

e. **Fiscal Impact:**
Annual maintenance and operator training/licensing cost of approximately $7200.

f. **Training:**
All Department UAV operators are licensed by the Federal Aviation Administration for UAV operation. UAV operators train quarterly in the use of the UAV's.

g. **Legal and Procedural Rules:**
Use is established under the FAA Regulation 14 CFR Part 107 and the Pittsburg Police Department UAV policy #606. It is the policy of Pittsburg Police Department to utilize UAV's only for official law enforcement purposes and in a manner that respects the privacy of our community, pursuant to State and Federal law.

In 2025 the Pittsburg Police Department utilized Unmanned Arial Vehicles for a total of 183 flights during 51 deployments. The majority of deployments were in conjunction with the Pittsburg Police Department's Special Response Unit for the purpose of perimeter security during high-risk operations. They were also utilized at a patrol level and for mutual aide when searching open areas for suspects who fled from police.

Four UAVs were replaced during this calendar year. Maintenance costs were maintained within budget.

A review of the UAV deployments found all flights were conducted within Pittsburg Police Department policies and standards.

2. Armored Personnel Carrier

a. **Description, quantity, capabilities, and purchase cost:**
The Armored Group LLC BATT (Ballistically Armored Tactical Transport), cost: $175,000, quantity: 1. The BATT is designed to withstand multiple bullet strikes from small arms fire as well as low level explosions. Equipped with emergency lights/siren and a public address system. Common uses for the BATT include citizen and officer rescues, evacuations, and the deployment of officers and chemical agents. The BATT is deployed for potentially armed or high-risk encounters by trained members of the Pittsburg Police Department.

b. **Purpose:**
To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

c. **Authorized Use:**
The use of the BATT shall only be used/operated by authorized members of the Pittsburg Police Department who have been trained in the use of this vehicle.

d. **Expected Lifespan:**
25 years

e. **Fiscal Impact:**
Annual maintenance cost of approximately $6,000

f. **Training:**
All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

g. **Legal and Procedural Rules:**
Use is established under Pittsburg Police Department policy #703. It is the policy of this Department to utilize armored vehicles for official law enforcement purposes and pursuant to State and Federal law.

In 2025 the Pittsburg Police Department utilized the Armored Personnel Carrier a total of 6 times. 1 deployment was conducted as part of preplanned high-risk search warrants served by the Pittsburg Police Department's Special Response Unit. There were 3 mutual aid requests in which the Pittsburg Police Department assisted with the BATT. There were two other incidents that were patrol-related in which the BATT was utilized.

No additional Armored Personnel purchases were made during this calendar year. Maintenance costs were maintained within budget.

A review of the Armored Personnel Carrier deployments determined each utilization was conducted within Pittsburg Police Department's policies and standards.

Command and Control Vehicle

h. **Description, quantity, capabilities, and purchase cost:**
2007 Wells Cargo Model EW3225W Command Center Trailer, cost: $35,000, quantity: 1. This vehicle is a large trailer used as a command center during prolonged incidents. The trailer contains desk space, a meeting area, generator, and bathroom.

i. **Purpose:**
To be used in response to critical incidents to be used as a command center.

j. **Authorized Use:**
The use of the trailer is limited to trained members of the Pittsburg Police Department.

k. **Expected Lifespan:**
20 years

l. **Fiscal Impact:**
Annual maintenance and driver training cost of approximately $3000.00

m. **Training:**
All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

n. **Legal and Procedural Rules:**
Use is established under Pittsburg Police Department policy #703. It is the policy of this Department to utilize the command vehicle for official law enforcement purposes and pursuant to State and Federal law.

Command and Control Vehicle

o. **Description, quantity, capabilities, and purchase cost:**
2015 Forrest River 14-foot enclosed trailer, cost $15,000, quantity: 1. This enclosed trailer has been modified with desks, computers, and monitors making it a platform the Crisis Negotiation Team uses to operate during a critical incident.

p. **Purpose:**
To be used in response to critical incidents for Crisis Negotiation Team purposes

q. **Authorized Use:**
The command trailer shall be used by officers who have been trained in its deployment and use.

r. **Expected Lifespan:**
20 years

s. **Fiscal Impact:**
Annual maintenance and driver training cost of approximately $1800.00

t. **Training:**
All driver/operators shall attend a formalized instruction and be trained in vehicle operations and practical driving instruction.

u. **Legal and Procedural Rules:**
Use is established under Pittsburg Police Department policy #703. It is the policy of this Department to utilize the command vehicle for official law enforcement purposes and pursuant to State and Federal Law.

In 2025 the Pittsburg Police Department utilized the Command-and-Control Vehicle a total of 5 times. All deployments were in support of DUI checkpoints conducted throughout the City of Pittsburg.

No additional Command and Control Vehicles were purchased during this calendar year. Maintenance costs were maintained within budget.

Each deployment was reviewed and found to be within the Pittsburg Police Department's policies and standards.

3. Specialized Firearms and Ammunition

a. **Description, quantity, capabilities, and purchase cost:**
Guns that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have a greater accuracy over a long distance and Less Lethal launcher for deploying Kinetic Energy Munition.

i. Colt AR-15/M4 semi-automatic rifle for patrol use, cost $16485, quantity: 15.
ii. Colt AR-15/M4 semi-automatic rifle for SWAT use, cost $6,594, quantity: 6.
iii. LWRC M4 semi-automatic rifle for SWAT use, cost $14,034, quantity: 6.
iv. PWS MK111 M4 semi-automatic rifle for patrol use, cost $6,147, quantity: 3.
v. COLT AR-10 semi-automatic rifle for SWAT use, cost $2,800, quantity: 2.
vi. GA Precision GAP-10 Gen 2 6.5 Creedmoor semi-automatic rifle for SWAT use, cost $7,580, quantity: 2.
vii. Brugger and Thomet AG APC9KSD2 9mm for SIU use, cost $10,047, quantity: 3.
viii. Defense Technology 40MM launcher, cost $18,715, quantity: 19.
ix. Winchester 5.56x45mm 55 grain FMJ ammunition, cost $2,784, quantity 8,000 rounds.
x. Winchester 223 Remington 64 grain power point ammunition, cost $992, quantity: 2,000 rounds.
xi. Hornady .308 Winchester 168 grain, cost $489, quantity: 400 rounds.

xii. CTS 4557-40MM Kinetic Sponge Baton round, $3,658, quantity: 175. For patrol and SWAT use.

b. **Purpose:**
To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

c. **Authorized Use:**
Only members that are POST certified are authorized to use a rifle, and 40MM launcher.

d. **Expected Lifespan:**
Colt AR-15/M4 rifle- 20 years
Remington 700 rifle- 20 years
Defense Technology 40MM launcher- 20 years
Winchester 5.56x45mm 55 grain FMJ ammunition- No expiration
Winchester 223 Remington 64 grain power point ammunition- No expiration
Hornady .308 Winchester 168 grain- No expiration
CTS 4557-40MM Kinetic Sponge Baton round- No expiration

e. **Fiscal Impact:**
Annual maintenance for firearms and 40mm launchers is approximately $3600. Although there is minimal maintenance associated with ammunition and 40mm projectiles, costs associated with annual purchases is approximately $42,000.

f. **Training:**
Prior to the use of the specialized firearms listed within this section, all officers must be certified by POST instructors in the maintenance and operation of such firearms.

g. **Legal and Procedural Rules:**
Use is established under Pittsburg Police policy #306 and 303.9. It is the policy of this Department to utilize specialized firearms only for official law enforcement purposes and pursuant to State and Federal law regarding the use of force.

In 2025 a total of 6,000 specified rounds were fired in a training capacity only. This was through new hire orientation, annual departmental and Special Response Unit trainings and courses throughout the year.

One less-lethal 40mm sponge round was deployed for an armed combative subject in July 2025.

5. Diversionary Device "Flashbangs"

a. **Description, quantity, capabilities, and purchase cost:**
A Noise Flash Diversionary Devices (NFDD) is a device that creates a bright flash and loud sound to temporarily divert the attention of subjects in the immediate area. NFDD are used to distract and temporarily incapacitate dangerous suspects by overwhelming their senses of vision and hearing. The distraction allows officers to seize a moment of opportunity to take control of the high-risk situations.

Combined Tactical Systems (CTS) Distraction Device, cost $3,200, quantity: 64.

b. **Purpose:**
To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6-8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

c. **Authorized Use:**
Diversionary Devices shall only be used:
   i. By SWAT team members who have been trained in their proper use.
   ii. In hostage and barricaded subject situations.
   iii. In high-risk warrant (search/arrest) services where there may be extreme hazards to officers.
   iv. During other high-risk situations where their use would enhance officer safety.
   v. During training exercises.

d. **Expected Lifespan:**
5 years

e. **Fiscal Impact:**
Minimal cost associated with staff time to order and store. Cost associated with annual ordering is approximately $4,200.

f. **Training:**
Prior to use, officers must attend divisionary device training that is conducted by POST certified instructors.

g. **Legal and Procedural Rules:**
It is the policy of this Department to utilize diversionary devices only for official law enforcement purposes and pursuant to State and Federal law regarding the use of force.

In 2025 members of the Pittsburg Police Department's Special Response Unit deployed a total of 5 diversionary devices. 5 were deployed during the service of 2 high risk warrant details. No injuries or damage were reported as a result of these deployments. A total of 4 diversionary devices were deployed as part of routine training.

All deployments were reviewed and documented in After-Action Reports and found to be within the policies and standards of the Pittsburg Police Department.

6. Chemical Agents "Tear Gas"

a. **Description, quantity, capabilities, and purchase cost:**

Chemical agent munitions, which are commonly referred to as "tear gas," are used by the Pittsburg Police Department as a non-lethal tool to disperse rioting suspects and/or barricaded suspects. CS (2-Chlorobenzylidenemalonoitrile) and OC (Oleoresin Capsicum) are commonly used by law enforcement agencies across the United States.

CS is an irritating agent and lachrymator (irritates the eyes and causes tears to flow). CS has been medically tested in the UK and US, specifically by the U.S. Army. There are no known allergic reactions to CS. OC was de-regulated in California in 1996, is endorsed by the FBI, and is available to civilians to legally possess (2.5oz or less). OC is an inflammatory agent which causes involuntary closure of eyes (open 2-5 minutes) and respiratory inflammation (subsides in approximately 2 minutes).

i. Defense Technology eXact Impact 40MM, cost $5,094, quantity: 157.
ii. Defense Technology eXact Impact 40MM CS, cost $1,817, quantity: 56.
iii. Defense Technology 40mm ferret liquid CS, cost $2,088, quantity: 70.
iv. Defense Technology Riot CS (82 grams), cost $298, quantity: 9
v. Defense Technology CTS OC Vapor Canister, cost $952, quantity: 20
vi. Defense Technology CTS CS Vapor Canister, cost $619, quantity: 13
vii. Defense Technology CTS Inert Smoke, cost $194, quantity 6.

b. **Purpose:**

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

i. Self-destructive, dangerous and/or combative individuals.
ii. Riot/crowd control and civil unrest incidents.
iii. Circumstances where a tactical advantage can be obtained.
iv. Potentially vicious animals.

v. Training exercises or approved demonstrations.

c. **Authorized Use:**
Only officers who have received POST certification in the use of chemical agents are authorized to use chemical agents.

d. **Expected Lifespan:**
All Chemical Agents have a lifespan of 5 years before being designated for training use only.

e. **Fiscal Impact:**
Minimal cost associated with staff time to order and store. Cost associated with annual ordering is approximately $11,400.

f. **Training:**
Officers utilizing chemical agent canisters are certified by POST less lethal and chemical agent instructors.

g. **Legal and Procedural Rules:**
Use is established under Pittsburg Police policy #303.6. It is the policy of this Department to utilize chemical agents only for official law enforcement purposes and pursuant to State and Federal law regarding the use of force.

In 2025 the Pittsburg Police Department's Special Response Unit did not deploy chemical agents.

All other chemical agent deployments were utilized in a training capacity only.

STAFF REPORT

MEETING DATE:	August 3, 2026
TO:	Mayor and Council Members
FROM:	Darin E. Gale, City Manager Jordan Davis, Director of Community and Economic Development Kelsey Gunter, Associate Planner
SUBJECT:	Adoption of a City Council Resolution Authorizing the City Manager to Execute a Consulting Services Agreement with Raney Planning and Management, Inc. for Environmental Review for the Baillie Communication's Contractor's Yard Expansion Project (AP-25-0071) and Lara's Concrete Contractor's Yard Project (AP-26-0014)

EXECUTIVE SUMMARY

The item would authorize the City Manager to execute a Consulting Services Agreement with Raney Planning & Management, Inc. for environmental review services to comply with the California Environmental Quality Act (CEQA) for the Baillie Communication's Contractor's Yard Expansion Project (AP-25-0071) and Lara's Concrete Contractor's Yard Project (AP-26-0014).

FISCAL IMPACT

The total cost of the consulting services agreement is $78,010.40. The requested amount would cover the estimated $60,008 cost for CEQA services by Raney Planning & Management, Inc., along with an approximately 30 percent contingency of $18,002.40. There is current approved budget available in the Developer Deposits Fund to cover the cost of the agreement. The applicants (Baillie Communication's, Inc. and Lara's Concrete, Inc.) are required to execute Reimbursement Agreements with the City and provide funds to cover the contract's cost and contingency amounts, as well as staff time. As such, there is no fiscal impact to the City.

RECOMMENDATION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a Consulting Services Agreement with Raney Planning & Management, Inc., for environmental review services related to the Baillie Communication's Contractor’s Yard Expansion Project (AP-25-0071) and Lara's Concrete Contractor's Yard Project (AP-26-0014).

BACKGROUND

The site at 104 Avila Road was originally entitled as a contractor’s yard under Planning Commission Resolutions No. 9404 and 9405 (2001) and a subsequent lot split entitlement approved in 2006 (Planning Commission Resolution No. 9630). Pursuant to Use Permit No. 01-33 and Design Review No. 01-60, the site was approved for use by a single contractor. Since that time, the contractor yard has expanded significantly without securing the necessary grading and building permits, or associated land use entitlements, and now supports operations for nine separate contractors. The individual property owners have applied for separate Use Permit and Design Review applications, respectively; however, the environmental analysis proposed by Raney Planning & Management, Inc. and recommended by staff would address both projects, ensuring full and consistent review.

The project is located within the "Open Space, Limited Overlay Zoning" Designation and "Service Commercial" General Plan land use designation.

SUBCOMMITTEE FINDINGS

The item was not presented to a subcommittee.

STAFF ANALYSIS

Raney Planning & Management, Inc. is included on the City’s list of qualified “On-Call” environmental consulting firms and was selected through the City’s established procurement process to assist with the preparation of environmental documentation pursuant to the California Environmental Quality Act (CEQA) and, when applicable, the National Environmental Policy Act (NEPA). The proposed environmental review is necessary to evaluate the potential impacts associated with the substantial expansion and intensification of contractor yard activities at 104 Avila Road. Although the site was originally entitled for use by a single contractor, it currently accommodates nine separate contractor operations, along with grading, site improvements, structures, storage areas, and other activities that were undertaken without all required permits and land use approvals.

Because the property owners have submitted separate Use Permit and Design Review applications for the existing operations, staff recommends that the environmental analysis evaluate both applications comprehensively. A coordinated review will allow the City to assess the cumulative and site-wide effects of the proposed uses, avoid duplication of environmental analysis, and ensure that consistent assumptions, mitigation measures, and conditions of approval are applied to the property.

The environmental analysis is anticipated to evaluate issues that may include grading and drainage, biological resources, traffic and circulation, air quality, noise, hazardous materials, visual impacts, utilities, and the compatibility of the expanded contractor yard operations with the site's Open Space, Limited Overlay zoning and Service Commercial General Plan land use designation. The analysis will also identify any required mitigation measures and provide the technical basis necessary for the City to evaluate the pending land use applications.

As the lead agency under CEQA, the City is responsible for ensuring that the environmental review is objective, legally adequate, and completed before taking action on the requested entitlements. Retaining Raney Planning & Management, Inc. will provide the City with the specialized technical expertise necessary to complete a thorough and consistent environmental evaluation of both projects.

ATTACHMENTS: Resolution
Consulting Services Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Authorizing the City Manager to Execute a Consulting Services Agreement with Raney Planning & Management, Inc. for the Baillie Communication's Contractor's Yard Expansion Project (AP-25-0071) and Lara's Concrete Contractor's Yard Project (AP-26-0014)	)	RESOLUTION NO. 26-

WHEREAS, on August 7, 2025, Steven Baillie, on behalf of Baillie Communications, Inc., submitted a formal application for the proposed Baillie Communications Contractor's Yard Expansion Project, Planning Application No. 25-0071, requesting approval of a Use Permit and Design Review application to expand the existing contractor's yard use at 104 Avila Road, Pittsburg, CA in the OS-O, Open Space with a Limited Overlay Zoning Designation; and

WHEREAS, on January 28, 2026, Melinda Lara, on behalf of Lara's Concrete, submitted a formal application for the proposed Lara's Concrete Contractor's Yard Project, Planning Application No. 26-0014, requesting approval of a Use Permit and Design Review application to establish a contractor's yard use on Assessor's Parcel No. 091-020-016, Pittsburg, CA in the OS-O, Open Space with a Limited Overlay Zoning Designation; and

WHEREAS, as part of the processing of these applications, environmental review documentation must be prepared to comply with CEQA; and

WHEREAS, Raney Planning & Management, Inc., submitted a Scope of Work for Environmental Consulting Services pursuant to the California Environmental Quality Act (CEQA) for the Baillie Communication's Contractor's Yard Expansion Project (AP-25-0071) and Lara's Concrete Contractor's Yard Project (AP-26-0014); and

WHEREAS, Raney Planning & Management, Inc. is on the City's "On-Call" list of qualified environmental consulting firms to assist the City with the preparation of environmental assessments under the CEQA and the National Environmental Policy Act (NEPA) for land use development projects; and

WHEREAS, Raney Planning & Management, Inc. has a history of producing objective, cost-effective and timely CEQA documents for the City of Pittsburg as well as experience preparing Initial Studies and Environmental Impact Reports.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the Consulting Services Agreement with Raney Planning & Management, Inc. in an amount not to exceed $60,008.

BE IT FURTHER RESOLVED that staff is authorized to amend the contract to add up to $18,002.40 to the compensation.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 3rd day of August 2026, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Dionne Adams, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
RANEY PLANNING AND MANAGEMENT, INC.
(Environmental Consultant)

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and Raney Planning and Management, Inc. a California corporation ("Consultant") (together referred to as the "Parties") as of August 3, 2026 (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 December 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 sixty-thousand and eight dollars ($60,008), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

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

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

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

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

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

2.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section

2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

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

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

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

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

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

4.2 **Commercial General and Automobile Liability Insurance.**

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

Consultant, at its own cost and expense, shall maintain commercial automobile liability insurance for the term of this agreement in an amount not less than $1,000,000 per occurrence for risks associated with the work contemplated by this Agreement.

4.2.2 **<u>Minimum scope of coverage.</u>** 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 **<u>Additional requirements.</u>** 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 **<u>Professional Liability Insurance.</u>**

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

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

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

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

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

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

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

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

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

4.4.5 **<u>Waiver of Subrogation.</u>** 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 **<u>Subcontractors.</u>** 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 **<u>Excess Insurance.</u>** 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 **<u>Remedies.</u>** 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.

<u>Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.</u>

5.1 **General Requirement.** To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless

City and its officers, officials, employees, agents and volunteers (collectively, “Indemnitees”) from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney’s fees, costs and fees of litigation, (collectively, “Liability”) of every nature arising out of or in connection with Consultant’s performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

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

Section 6. STATUS OF CONSULTANT.

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

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

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

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

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

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

8.3 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by

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

8.4 **<u>Survival.</u>** 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 **<u>Options upon Breach by Consultant.</u>** 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.

<u>Section 9. KEEPING AND STATUS OF RECORDS.</u>

9.1 **<u>Records Created as Part of Consultant's Performance.</u>** 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 : Raney Planning and Management, Inc.
1501 Sports Drive, Suite A
Sacramento, CA 95834
ATTN: Rod Stinson, Vice President

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	**CONSULTANT**
	DocuSigned by: Rod Stinson 372E563DAABB458...
Darin Gale, City Manager	Rod Stinson, Vice President

Approved as to Form:

Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Baillie Communication's Contractor's Yard Expansion Project (AP-25-0071) and Lara's Concrete Contractor's Yard Project (AP-26-0014)

Raney proposes to perform the following tasks for the provision of environmental consultation services for the proposed project:

Task 1 Project Initiation

The objective of this task is to coordinate with the City and applicant team to confirm assumptions regarding the proposed project, review existing documentation, and identify key issues. Vice President/Air Quality Specialist, Rod Stinson, will serve as Project Director and Senior Associate, Jesse Fahrney, will serve as the Project Manager.

Raney will complete the following deliverables:

- Participate in a virtual kick-off meeting with City staff and applicant team, if necessary and/or requested;
- Review existing documentation for the project and identify key issues;
- Establish communication protocols;
- Perform a site visit; and
- Refine the scope, if necessary, with any revisions for the City to approve.

Task 2 Agency Coordination

The objective of this task is to provide agency coordination to internal and external agencies and assist the City with AB 52 tribal consultation. Given the passage of AB 52, and the associated amendments to PRC 21080.3.1, lead agencies are required to consult with Native American tribes early in the CEQA process. Pursuant to AB 52/PRC 21080.3.1, the City shall need to notify the tribes in writing of the proposed project within 14 days from the start of the CEQA process. In addition, because the proposed project will require approval of a General Plan Amendment, the proposed project will also be required to comply with SB 18. Raney will assist the City with carrying out actions pursuant to AB52/PRC 21080.3.1 and SB 18, including preparation of tribal consultation letters.

While Raney will assist with facilitating tribal consultation, the City of Pittsburg must still participate in discussion and coordination with local tribes to fulfill the agency-to-agency requirements of AB 52 and SB 18.

Raney will complete the following deliverables:

- Coordinate with internal and external agencies, etc.; and

- Assist City staff with AB 52 consultation, including preparation of tribal consultation letters.

Task 3 Prepare Administrative Draft IS/MND

The objective of this task is to prepare an Administrative Draft version of the IS/MND for review by City staff. The IS/MND will be prepared based upon City standards and will address all the issues identified in the Environmental Checklist, per Appendix G of the CEQA Guidelines.

The following summarizes how Raney proposes to analyze the anticipated key issue areas:

Air Quality and GHG Emissions

The air quality and GHG analysis for the proposed project will be performed in-house by Raney's air quality staff, utilizing the California Emissions Estimator Model (CalEEMod) software program and following the BAAD CEQA Guidelines. Raney assumes that net new activity would not be substantially more intense than the existing operations at the project site and would not generate significant air quality or GHG emissions impacts related to project operations.

Air Quality

Raney will use the CalEEMod software program to conduct a quantitative assessment of short- term (i.e., construction) and long-term (i.e., operational) increases of criteria air pollutant emissions of primary concern (i.e., ROG, NOX, PM10, and PM2.5) resulting from the proposed project. The significance of air quality impacts will be determined in comparison to BAAD's recommended thresholds of significance. The project's cumulative contribution to regional air quality will be discussed, based in part on the modeling conducted at the project level. Mitigation measures will be incorporated to reduce any significant air quality impacts, and anticipated reductions in emissions associated with proposed mitigation measures will be quantified.

GHG Emissions

Raney will run the CalEEMod program using project land use, and trip generation rates to produce an estimate of annual GHG emissions for the proposed project.

The BAAD has adopted new thresholds of significance for GHG emissions. Pursuant to the new BAAD thresholds of significance for GHG emissions, new land use development projects need to implement specific design elements (i.e., no natural gas, electric vehicle charging, reduce vehicle miles traveled [VMT] by 15 percent) or show consistency with a local GHG reduction strategy in order to do its "fair share" of implementing the goal of carbon neutrality by 2045. If the project can implement the specific design elements, it can reasonably be determined that the proposed project will not make a cumulatively considerable contribution to global climate change.

Raney will work closely with the City and BAAD throughout preparation of the GHG analysis with respect to identifying the methodology and thresholds of significance to be used for the GHG analysis. Raney's GHG analysis for the proposed project will rely on the City of Pittsburg's 2019 Greenhouse Gas Emissions Inventory. Mitigation measures will be identified as appropriate, in coordination with the City and BAAD.

Biological Resources

The biological resources section will summarize the setting and describe the potential project effects on plant communities, wildlife, and wetlands, including adverse effects on rare, endangered, candidate, sensitive, and special-status species from the buildout of the project. Raney will rely on the Biological Resources Assessment to be prepared by Monk, under contract with Raney (see *Attachment A* for a complete scope of work), which presents the current site conditions and identifies any plant communities and wildlife habitats that may have been impacted due to the illegal development of the project.

Monk will include analysis of potential project impacts to special-status species and habitats, regulatory considerations of potential impacts, and recommend mitigation measures, if necessary, that could be implemented to offset any potentially significant impacts to a level considered less-than-significant. Monk will also discuss the environmental regulatory agency jurisdictions and any permitting requirements that would be pertinent to development of the site. Monk will include a discussion of regulatory requirements for the proposed project as required by the California Department of Fish and Wildlife (CDFW), the United States Fish and Wildlife Service (USFWS), the United States Army Corps of Engineers (USACE), and the California Regional Water Quality Control Board (RWQCB). Monk will identify and evaluate sensitive biological resources, including special-status species, that are present or could be present at the project site. Monk will review literature and use the CDFW's Natural Diversity Database and California Native Plant Society (CNPS) *Inventory of Rare and Endangered Vascular Plants of California* to conduct background research on special-status plant and animal species known to occur or have the potential to occur within the project site and site vicinity. Monk will also conduct a site visit and complete a field survey to identify and document all plants, animals, and habitats which could potentially support special-status plant or animal species within the project site and site vicinity. The BRA will also include a discussion of any "waters of the United States" subject to regulation by the USACE and "waters of the State" subject to regulation by the RWQCB and the CDFW.

At the City's request, Monk will prepare a Planning Survey Report application for the East Contra Costa County Habitat Conservancy for the project's coverage under the Habitat Conservation Plan and Natural Communities Conservation Plan (HCP/NCCP).

Raney will internally review the technical report and ensure that all CEQA issues have been adequately and accurately addressed and will incorporate the results of the analysis into the biological resources section of the IS/MND.

Cultural Resources

The cultural resources section will summarize the setting and briefly describe the potential effects to any on-site historical and archaeological resources due to implementation of the proposed project. Raney proposes to conduct a California Historical Resources Information System (CHRIS) search and Sacred Lands File search through the California Native American Heritage Commission (NAHC). Raney anticipates that a cultural resources report will not be required; however, if the CHRIS or Sacred Lands File search results determine that more information is required, Raney would propose to contract with an appropriate sub-consultant and amend the contract accordingly.

Hazards and Hazardous Materials

The Hazards and Hazardous Materials section will include a summary of the setting and describe any potential for existing or possible hazardous materials within the project area. Raney will rely on the Phase I ESA to be prepared by ENGEO (see *Attachment B* for a full scope of work). ENGEO will:

- Review available environmental documents;
- Review publicly available and practically reviewable standard local, state, tribal, and federal environmental record sources to evaluate hazardous materials information regarding the project site and nearby sites;
- Review publicly available and practically reviewable standard historical sources, aerial photographs, Sanborn Fire Insurance Maps, and physical setting sources for the history of development at and near the project site;
- Perform a site visit to observe site use and current conditions, check for evidence of potential environmental conditions, and check for the storage, use, production, or disposal of hazardous or potentially hazardous materials;
- Conduct written or oral interviews with present and/or past owners, operators and/or occupants of the project site and government officials; and
- Prepare a report including findings, opinions, and conclusions regarding potential Recognized Environmental Conditions (RECs).

Raney will internally review the Phase I ESA for accuracy and adequacy in meeting the requirements of CEQA and will incorporate the analysis into the hazards and hazardous materials section of the IS/MND.

Transportation

The transportation section will describe potential impacts related to vehicle miles traveled (VMT); pedestrian, bicycle, and transit facilities; and safety due to implementation of the proposed project. Raney will rely on the Focused Transportation Analysis to be prepared by Abrams. The analysis would determine if the project would result in any safety impacts, VMT impacts, or other adverse effects related to the City's general plan standards. Abrams will evaluate operations at each study intersections for six different scenarios, including:

- Existing Conditions;
- Existing Plus Project Conditions;
- Existing plus Approved Projects (Year 2021 Background Conditions);
- Background plus Project Conditions;
- Cumulative Conditions (Year 2040 based on the Countywide Traffic Model); and
- Cumulative Plus Project Conditions.

Following the evaluation, Abrams will review the physical characteristics of the project area and the surrounding roadway network to identify existing roadway cross-sections, intersection lane configurations, traffic control devices, and surrounding land uses. Abrams will also review access and internal circulation and bicycle/pedestrian safety. The report will be submitted to the City for review and comment before finalization.

Remaining Issue Areas

The remaining issue areas of the IS/MND will be based upon information provided by the City and or/the applicant team, as well as pertinent City documents, including but not limited to the City of Pittsburg 2040 General Plan Update and associated EIR, as well as any other pertinent information prepared for the project site and surrounding area.

With respect to hydrology, Raney assumes the City will provide drainage information for use in the CEQA analysis and assist with reviewing the project site's drainage plans.

Raney will complete the following deliverables:

- Prepare the introduction, project description, illustrations, and environmental checklist and discussion of the IS/MND; and
- Submit one electronic copy of the Administrative Draft IS/MND to the City upon completion.

Task 4 Prepare Screencheck Draft IS/MND and Prepare Public Review Draft IS/MND for City Release to the Public

The objective of this task is to edit the Administrative Draft IS/MND based on the comments received from City staff to prepare a Screencheck Draft IS/MND. The City will then review the Screencheck Draft IS/MND to provide any additional comments. Raney will revise the Screencheck Draft IS/MND, based on any additional City comments, and submit the Public Review Draft IS/MND to the City for distribution. Raney assumes the City will publish the notice for the IS/MND in the paper, post the IS/MND online, and provide a copy of the notice and IS/MND to the County Clerk. Raney will prepare a Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration and a Notice of Completion (NOC). Raney will also prepare a Notice of Determination (NOD) if the project is approved, for the City to submit to the County Clerk. Raney will electronically submit the NOC, IS/MND, and State Clearinghouse Summary Form for Electronic Document Submittal (Summary Form F) to the State Clearinghouse.

Raney will complete the following deliverables:

- Submit one electronic version of the Screencheck Draft IS/MND to the City that incorporates City comments;
- Revise the Screencheck Draft IS/MND to reflect City comments and prepare a Public Review IS/MND;
- Submit one electronic version of the Public Review Draft IS/MND to the City;
- Prepare the NOI, NOC, and State Clearinghouse Form F;
- Electronically submit the NOI, NOC, IS/MND, and Summary Form F to the State Clearinghouse; and
- Prepare the NOD, should the project be approved.

Task 5 Prepare Mitigation Monitoring and Reporting Program

The objective of this task is to prepare, per the City's direction, two separate MMRPs specific to APNs 091-020-016 and 091-020-017, respectively, should mitigation be required for the project. Raney will incorporate existing monitoring mechanisms that are in place in order to assist the City in meeting the intent of CEQA. The draft MMRPs will be prepared in table format to specify any mitigation measures, standards of success, parties responsible for implementing and monitoring, and timing.

Raney will provide the following deliverables:

- Submit one electronic copy of both draft MMRPs to the City for review;
- Revise both draft MMRPs based on City comments; and
- Submit one electronic copy of both final MMRPs to the City.

Task 6 Response to Comments

The objective of this task is to provide a written response to any comments received during the public review period of the IS/MND, if necessary. Although CEQA does not require written responses to comments on an IS/MND, Raney suggests the written responses be included in the staff report to ensure the decision-makers have adequate information on which to base their decision on the project. For the purposes of this scope, Raney assumes that minimal comments will be received on the IS/MND.

Raney will respond to all comments and coordinate with sub-consultants as necessary to ensure an adequate response.

Raney will complete the following deliverables:

- Prepare written responses to comments received in coordination with the City; and
- Produce an errata sheet should any comments necessitate changes to the IS/MND text.

Task 7 Project Management and Meetings

The objective of this task is to ensure extensive coordination with the applicant team and City staff throughout the processing of the environmental document. For the purposes of this scope of work, Raney has assumed attendance at up to two in-person public hearings. Attendance at additional public hearings or meetings could easily be accommodated upon request and would be billed on a time-and-materials basis following Raney's standard billing rates.

Raney will complete the following deliverables:

- Project management by Vice President/Air Quality Specialist, Rod Stinson, serving as Project Director, and Senior Associate/Air Quality Technician, Jesse Fahrney, serving as Project Manager;
- Project support from President, Tim Raney, AICP; Nick Pappani; and Division Manager/Air Quality Specialist, Angela DaRosa; and Associate/Administrative staff;
- Regular phone and e-mail communication with City staff and the applicant team;
- Attendance at up to two in-person public hearings; and
- Additional meetings and hearings can easily be accommodated upon request and would be billed on a time-and-materials basis following Raney's standard billing rates.

EXHIBIT B

COMPENSATION SCHEDULE

104 Avila Road Contractor's Yard Expansion Project IS/MND

COST ESTIMATE

		Project Director	Project Manager	Air Quality Specialist	Air Quality Technician	Associate	Cost Per Task
Task 1	Project Initiation	2	2				$ 700
Task 2	Agency Consultation		4			10	$ 1,970
Task 3a	Prepare Administrative Draft IS/MND	8	8			52	$ 9,820
Task 3b	*Air Quality and GHG Technical Analysis*			6	12		$ 2,910
Task 4	Prepare Screencheck IS/MND and Public Review IS/MND	2	4			12	$ 2,630
Task 5	Prepare MMRP		2			4	$ 850
Task 6	Response to Comments		4			6	$ 1,430
Task 7	Project Management and Meetings	10	14				$ 4,120
	Total Hours	22	38	6	12	84	
	Hourly Rate	$ 195	$ 155	$ 175	$ 155	$ 135	
	Total Labor	$ 4,290	$ 5,890	$ 1,050	$ 1,860	$ 11,340	$ 24,430
Sub-consultants and Expenses							$ 35,578
	Copying/Printing/Travel/Postage/Etc.*					$ 350	
	CHRIS Search					$ 500	
	Sub-consultant: Monk & Associates					$ 16,994	
	Sub-consultant: ENGEO					$ 6,500	
	Sub-consultant: Abrams & Associates					$ 8,000	
	10% administrative fee					$ 3,234	
Total Budget							**$ 60,008**

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.

RANEY PLANNING AND
MANAGEMENT, INC.

DocuSigned by:
Rod Stinson
372E563DAABB458...

By: Rod Stinson

Title: Vice President

2784980.1

STAFF REPORT

MEETING DATE: August 3, 2026

TO: Mayor and Council Members

FROM: Darin E. Gale, City Manager
Jordan Davis, Director of Community and Economic Development
Kelsey Gunter, Associate Planner

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute a Consulting Services Agreement with Raney Planning and Management, Inc. for Environmental Review for the McCampbell Analytical Expansion Project, AP-25-0061

EXECUTIVE SUMMARY

The item will authorize the City Manager to execute a Consulting Services Agreement with Raney Planning & Management, Inc. for environmental review services to comply with the California Environmental Quality Act (CEQA) for the McCampbell Analytical Laboratory Expansion Project, AP-25-0061.

FISCAL IMPACT

The total cost of the consulting services agreement is $46,823 for provision of the environmental review documentation. The requested amount will cover the estimated $36,018 cost for CEQA services by Raney Planning & Management, Inc., along with an approximately 30 percent contingency of $10,805. There is current approved budget available in the Developer Deposit Fund to cover the cost of the agreement. The applicant, McCampbell Analytical, Inc., is required to execute a Reimbursement Agreement with the City and provide funds to cover the contract's cost and contingency amounts. As such, there is no fiscal impact to the City.

RECOMMENDATION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a Consulting Services Agreement with Raney Planning & Management, Inc., for environmental review services related to the McCampbell Analytical Laboratory Expansion Project, AP-25-0062.

BACKGROUND

On June 30, 2025, Robert Schaadt, on behalf of McCampbell Analytical, Inc., submitted a formal application for the proposed McCampbell Analytical Laboratory Expansion Project, Planning Application No. 25-0061, requesting approval of a Use Permit and Design Review application to construct an approximately 20,000 square foot laboratory facility at 1630 Willow Pass Road in the IG, General Industrial Zoning Designation. The application has been filed following unpermitted grading and gravel compaction at the project site to park overflow automobiles. The applicant is filing this application to expand their existing environmental testing laboratory operations currently in operation at 1534 and 1538 Willow Pass Road. The proposed facility will house services consistent with those currently provided at the main site (1534/1538 Willow Pass), including the testing of water, soil, air, sediment, and solids. The applicant does not propose cannabis testing at 1630 Willow Pass Road. As part of the processing of this application, environmental review documentation must be prepared to comply with CEQA.

Raney Planning & Management, Inc. has submitted a Scope of Work for Environmental Consulting Services pursuant to CEQA for the McCampbell Analytical Laboratory Expansion Project.

SUBCOMMITTEE FINDINGS

The item was not presented to a subcommittee.

STAFF ANALYSIS

Raney Planning & Management, Inc. is on the City's "On-Call" list of qualified environmental consulting firms and has extensive experience preparing environmental documentation in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) for a wide range of public and private development projects. The firm is familiar with the City's development review process, local environmental conditions, and applicable regulatory requirements, enabling it to efficiently prepare the environmental analysis necessary to support the City's review of the proposed project.

The proposed McCampbell Analytical Laboratory Expansion Project requires environmental review under CEQA to evaluate the potential environmental effects associated with the construction and operation of the proposed laboratory facility, as well as the previously completed unpermitted grading and gravel compaction activities on the project site. The environmental review will evaluate all applicable resource areas, identify any potential environmental impacts, and recommend mitigation measures, if necessary, to reduce impacts to less-than-significant levels.

Because environmental documents prepared under CEQA must be objective and independently reviewed, the City retains qualified environmental consultants to prepare the necessary technical analysis under the direction and oversight of City staff. Although the applicant is responsible for funding the environmental review through a reimbursement agreement, the consultant works exclusively on behalf of the City to ensure the analysis is impartial, legally defensible, and compliant with CEQA requirements.

Staff has reviewed the proposed scope of work submitted by Raney Planning & Management, Inc. and determined that it appropriately addresses the level of environmental review anticipated for the project. Retaining the consultant at this time will allow the environmental review process to proceed concurrently with staff's evaluation of the Use Permit and Design Review applications, helping to ensure a thorough and timely review of the proposed laboratory expansion.

ATTACHMENTS: Resolution
Consulting Services Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Authorizing the City Manager to)
Execute a Consulting Services)
Agreement with Raney Planning &) RESOLUTION NO. 26
Management, Inc. for the)
McCampbell Analytical Laboratory)
Expansion Project, AP-25-0061)

WHEREAS, on June 30, 2025, Robert Schaadt, on behalf of McCampbell Analytical, Inc., ("Developer"), submitted a formal application for the proposed McCampbell Analytical Laboratory Expansion Project, Planning Application No. 25-0061, requesting approval of a Use Permit and Design Review application to construct an approximately 20,000 square foot laboratory facility at 1630 Willow Pass Road in the IG, General Industrial Zoning Designation. As part of the processing of this application, environmental review documentation must be prepared to comply with CEQA; and

WHEREAS, on October 21, 2025, Raney Planning & Management, Inc., submitted a Scope of Work for Environmental Consulting Services pursuant to the California Environmental Quality Act (CEQA) for the McCampbell Analytical Laboratory Expansion Project, a Use Permit and Design Review application for Industrial development; and

WHEREAS, Raney Planning & Management, Inc. is on the City's "On-Call" list of qualified environmental consulting firms to assist the City with the preparation of environmental assessments under the CEQA and the National Environmental Policy Act (NEPA) for land use development projects; and

WHEREAS, Raney Planning & Management, Inc. has a history of producing objective, cost-effective and timely CEQA documents for the City of Pittsburg as well as experience preparing CEQA addendums and Environmental Impact Reports.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the Consulting Services Agreement with Raney Planning & Management, Inc. in an amount not to exceed $46,823.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 3rd day of August 2026, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

____
Dionne Adams, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
RANEY PLANNING AND MANAGEMENT, INC.
(Environmental Consultant)

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and Raney Planning and Management, Inc. a California corporation ("Consultant") (together referred to as the "Parties") as of August 3, 2026 (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 July 1, 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 thirty-six thousand and eighteen dollars ($36,018), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

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

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

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

2.2 **<u>Monthly Payment.</u>** 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 **<u>Final Payment.</u>** 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 **<u>Reimbursable Expenses.</u>** 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.

Consultant, at its own cost and expense, shall maintain commercial automobile liability insurance for the term of this agreement in an amount not less than $1,000,000 per occurrence for risks associated with the work contemplated by this Agreement.

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

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

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

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

4.3 **Professional Liability Insurance.**

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

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

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 **All Policies Requirements.**

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

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

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

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

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

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

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

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

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 **General Requirement.** To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless

City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

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

Section 6. STATUS OF CONSULTANT.

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

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

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

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

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

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

8.3 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by

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

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

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

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that

Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

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

Section 10 MISCELLANEOUS PROVISIONS.

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

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach**. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

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

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

Consultant : Raney Planning and Management, Inc.
1501 Sports Drive, Suite A
Sacramento, CA 95834
ATTN: Rod Stinson, Vice President

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	**CONSULTANT**
	DocuSigned by: Rod Stinson 372E563DAABB438...
Darin Gale, City Manager	Rod Stinson, Vice President

Approved as to Form:

Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Raney proposes to perform the following tasks for the provision of environmental consultation services for the proposed project:

Task 1 Project Initiation

The objective of this task is to coordinate with the City and applicant team to confirm assumptions regarding the proposed project, review existing documentation, and identify key issues. Vice President/Air Quality Specialist, Rod Stinson, will serve as Project Director and Senior Associate, Jesse Fahrney, will serve as the Project Manager.

Raney will complete the following deliverables:

- Participate in a virtual kick-off meeting with City staff and applicant team, if necessary and/or requested;
- Review existing documentation for the project and identify key issues;
- Establish communication protocols; and
- Refine the scope, if necessary, with any revisions for the City to approve.

Task 2 Agency Coordination

The objective of this task is to provide agency coordination to internal and external agencies and assist the City with AB 52 tribal consultation. Given the passage of AB 52, and the associated amendments to PRC 21080.3.1, lead agencies are required to consult with Native American tribes early in the CEQA process. Pursuant to AB 52/PRC 21080.3.1, the City will need to notify the tribes in writing of the proposed project within 14 days from the start of the CEQA process. Raney will assist the City with carrying out actions pursuant to AB52/PRC 21080.3.1, including preparation of tribal consultation letters.

While Raney will assist with facilitating tribal consultation, the City of Pittsburg must still participate in discussion and coordination with local tribes to fulfill the agency-to-agency requirements of AB 52.

Raney will complete the following deliverables:

- Coordinate with internal and external agencies, etc.; and
- Assist City staff with AB 52 consultation, including preparation of tribal consultation letters.

Task 3 Prepare Administrative Draft IS/MND

The objective of this task is to prepare an Administrative Draft version of the IS/MND for review by City staff. The IS/MND will be prepared based upon City standards and will address all the issues identified in the Environmental Checklist, per Appendix G of the CEQA Guidelines. The following summarizes how Raney proposes to analyze the anticipated key issue areas:

Air Quality and GHG Emissions

The air quality and GHG analysis for the proposed project will be performed in-house by Raney's air quality staff, utilizing the California Emissions Estimator Model (CalEEMod) software program and following the BAAD CEQA Guidelines. Raney assumes that net new activity would not be substantially more intense than the existing operations at the project site and would not generate significant air quality or GHG emissions impacts related to project operations.

Air Quality

Raney will use the CalEEMod software program to conduct a quantitative assessment of shortterm (i.e., construction) and long-term (i.e., operational) increases of criteria air pollutant emissions of primary concern (i.e., ROG, NO_X, PM_{10}, and $PM_{2.5}$) resulting from the proposed project. The significance of air quality impacts will be determined in comparison to BAAD's recommended thresholds of significance. The project's cumulative contribution to regional air quality will be discussed, based in part on the modeling conducted at the project level. Mitigation measures will be incorporated to reduce any significant air quality impacts, and anticipated reductions in emissions associated with proposed mitigation measures will be quantified.

Construction Health Risk Assessment

In cases where there is use of heavy construction equipment during the construction phase of a project, diesel particulate matter, a known Toxic Air Contaminant (TAC), is produced, potentially exposing nearby sensitive receptors to such TACs. Although the disturbance area associated with the project is less than 10 acres, construction of the proposed project requires use of heavy construction near existing sensitive receptors. Thus, it would be prudent to understand the cancer risk associated with construction of the proposed project on the single-family residences to the south, across Willow Pass Road.

Raney has therefore included a task for the preparation of a construction Health Risk Assessment (HRA). The HRA will analyze construction emissions only and will not focus on operational emissions. The analysis for the HRA will include both acute and chronic health hazards, carcinogenic and non-carcinogenic, due to exposure of TACs. The estimation of health risks will be determined using the guidelines identified in the California Office of Environmental Health Hazard Assessment (OEHHA) Guidance Manual for Preparation of Health Risk Assessments, as well as in accordance with BAAD guidelines. The carcinogenic health risks will be expressed in terms of increased cancer cases per one million individuals and the non-carcinogenic health risks will be expressed in terms of Hazard Index (HI). The health risks will be compared to the applicable thresholds of significance determined in coordination with the lead agency and BAAD. The results of the analysis will be summarized in the air quality section of the IS.

Raney does not anticipate that the expansion of existing operations located at the adjacent 1534 and 1538 Willow Pass Road will exceed the operations anticipated in the 2040 General Plan EIR. Raney assumes that the applicant will provide information detailing the anticipated increase in operations. Upon receipt, Raney will review the information and coordinate with the City to determine if an operational HRA is required and, if needed, amend the scope, schedule, and budget accordingly.

GHG Emissions
Raney will run the CalEEMod program using project land use and trip generation rates to produce an estimate of annual GHG emissions for the proposed project.

The BAAD has adopted thresholds of significance for GHG emissions, which require new land use development projects to implement specific design elements (i.e., no natural gas, electric vehicle charging, reduce vehicle miles traveled [VMT] by 15 percent) or show consistency with a local GHG reduction strategy in order to do its "fair share" of implementing the goal of carbon neutrality by 2045. If the project can implement the specific design elements, it can reasonably be determined that the proposed project will not make a cumulatively considerable contribution to global climate change.

Raney will work closely with the City and BAAD throughout preparation of the GHG analysis with respect to identifying the methodology and thresholds of significance to be used for the GHG analysis. Raney's GHG analysis for the proposed project will rely on the City of Pittsburg's 2019 Greenhouse Gas Emissions Inventory. Mitigation measures will be identified as appropriate, in coordination with the City and BAAD.

<u>Biological Resources</u>
The biological resources section will summarize the setting and describe the potential project effects on plant communities, wildlife, and wetlands, including adverse effects on rare, endangered, candidate, sensitive, and special-status species from the buildout of the project. Raney will conduct a California Natural Diversity Database (CNDDB) search to identify the potential presence of any sensitive species and/or species identified in the Habitat Conservation Plan and Natural Communities Conservation Plan (HCP/NCCP). Raney does not anticipate that a biological resources analysis will be required. If it is determined that more information is required, Raney would propose to contract with an appropriate sub-consultant and amend the contract accordingly.

If the City requests a Planning Survey Report application for the East Contra Costa County Habitat Conservancy for the project's coverage under the HCP/NCCP, Raney would propose to contract with an appropriate sub-consultant and amend the contract accordingly.

<u>Cultural Resources</u>
The cultural resources section will describe the potential effects to historical, archaeological, and paleontological resources from the buildout of the proposed project. Raney will rely on the Cultural Resources Study to be prepared by EBA. EBA will:

- Conduct archival research to assess the potential for prehistoric and historic-era cultural resources within the study area and its surroundings;
- Contact the Native American Heritage Commission (NAHC) for a Sacred Lands File search;
- Conduct a field study of the project site; and

• Prepare a written technical report.

Per *Task 2 Agency Coordination*, Raney will assist the City with carrying out actions pursuant to AB52/PRC 21080.3.1, including preparation of tribal consultation letters.

Transportation

The transportation section will describe potential impacts related to vehicle miles traveled (VMT); pedestrian, bicycle, and transit facilities; and safety due to implementation of the proposed project. Raney anticipates that the proposed project will attract fewer than 110 daily trips and would therefore be below the Contra Costa Transportation Authority (CCTA) screening threshold. Raney will use the latest *Institute of Transportation Engineers (ITE) Trip Generation Manual* rates to estimate vehicle trip generation. If it is determined that the estimated daily trips is above CCTA's screening threshold, Raney would propose to contract with an appropriate sub- consultant and amend the contract accordingly.

Remaining Issue Areas

The remaining issue areas of the IS/MND will be based upon information provided by the City and or/the applicant team, as well as pertinent City documents, including but not limited to the City of Pittsburg 2040 General Plan and associated EIR, as well as any other pertinent information prepared for the project site and surrounding area.

Raney will complete the following deliverables:

- Prepare the introduction, project description, illustrations, and environmental checklist and discussion of the IS/MND; and
- Submit one electronic copy of the Administrative Draft IS/MND to the City upon completion.

Task 4 Prepare Screencheck Draft IS/MND

The objective of this task is to edit the Administrative Draft IS/MND based on the comments received from City staff to prepare a Screencheck Draft IS/MND.

Raney will complete the following deliverables:

- Submit one electronic version of the Screencheck Draft IS/MND to the City that incorporates City comments.

Task 5 Prepare Public Review Draft IS/MND for City Release to the Public

The objective of this task is to revise the Screencheck Draft IS/MND based on any City comments to prepare and submit the Public Review Draft IS/MND to the City for distribution. Raney assumes the City will publish the notice for the IS/MND in the paper, post the IS/MND online, and provide a copy of the notice and IS/MND to the County Clerk.

Raney will prepare a Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration and a Notice of Completion (NOC). Raney will also prepare a Notice of Determination (NOD) if the project is approved, for the City to submit to the County Clerk. Raney will electronically submit the NOC, IS/MND, and State Clearinghouse Summary Form for Electronic Document Submittal Form F) to the State Clearinghouse.

Raney will complete the following deliverables:

- Revise the Screencheck Draft IS/MND to reflect City comments and prepare a Public Review IS/MND;
- Submit one electronic version of the Public Review Draft IS/MND to the City;
- Prepare the NOI, NOC, and State Clearinghouse Form F;
- Electronically submit the NOI, NOC, IS/MND, and Summary Form F to the State Clearinghouse; and
- Prepare the NOD, should the project be approved.

Task 6 Prepare Mitigation Monitoring and Reporting Program

The objective of this task is to prepare a Mitigation Monitoring and Reporting Program (MMRP) should mitigation be required for the project. Raney will incorporate existing monitoring mechanisms that are in place in order to assist the City in meeting the intent of CEQA. The draft MMRPs will be prepared in table format to specify any mitigation measures, standards of success, parties responsible for implementing and monitoring, and timing.

Raney will provide the following deliverables:

- Submit one electronic copy of both draft MMRPs to the City for review;
- Revise both draft MMRPs based on City comments; and
- Submit one electronic copy of both final MMRPs to the City.

Task 7 Response to Comments

The objective of this task is to provide a written response to any comments received during the public review period of the IS/MND, if necessary. Although CEQA does not require written responses to comments on an IS/MND, Raney suggests the written responses be included in the staff report to ensure the decision-makers have adequate information on which to base their decision on the project. For the purposes of this scope, Raney assumes that minimal comments will be received on the IS/MND.

Raney will respond to all comments and coordinate with sub-consultants as necessary to ensure an adequate response.

Raney will complete the following deliverables:

- Prepare written responses to comments received in coordination with the City; and
- Produce an errata sheet should any comments necessitate changes to the IS/MND text.

Task 8 Project Management and Meetings

The objective of this task is to ensure extensive coordination with the applicant team and City staff throughout the processing of the environmental document. For the purposes of this scope of work, Raney has assumed attendance at up to two in-person public hearings. Attendance at additional public hearings or meetings could easily be accommodated upon request and would be billed on a time-and-materials basis following Raney's standard billing rates.

EXHIBIT B

COMPENSATION SCHEDULE

McCampbell Analytical Laboratory Expansion Project IS/MND — COST ESTIMATE		Project Director	Project Manager	Air Quality Specialist	Air Quality Technician	Associate	Cost Per Task
Task 1	Project Initiation	2	2				$ 820
Task 2	Agency Consultation		4			10	$ 2,130
Task 3a	Prepare Administrative Draft IS/MND	4	8			50	$ 9,170
3b	*Air Quality and GHG Technical Analysis*			6	12		$ 2,910
3c	*Construction Health Risk Assessment*			10	20		$ 4,850
Task 4	Prepare Screencheck IS/MND	1	2			8	$ 1,685
Task 5	Prepare Public Review IS/MND	1	2			4	$ 1,145
Task 6	Prepare MMRP		2			4	$ 930
Task 7	Response to Comments	1	4			6	$ 1,805
Task 8	Project Management and Meetings	10	14				$ 4,880
	Total Hours	19	38	16	32	82	
	Hourly Rate	$ 215	$ 195	$ 175	$ 155	$ 135	
	Total Labor	$ 4,085	$ 7,410	$ 2,800	$ 4,960	$ 11,070	$ 30,325
Sub-consultants and Expenses							$ 5,693
	Copying/Printing/Travel/Postage/Etc.*					$ 350	
	Sub-consultant: Eileen Barrow & Associates					$ 4,825	
	10% administrative fee					$ 518	
Total Budget							**$ 36,018**
**Estimates only. Will be billed on time-and-material basis.*							

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.

RANEY PLANNING AND
MANAGEMENT, INC.

DocuSigned by:
Rod Stinson
372E563DAABB458...

By: Rod Stinson

Title: Vice President

2784980.1

Pittsburg
CALIFORNIA

STAFF REPORT

MEETING DATE: August 3, 2026

TO: Mayor and Council Members

FROM: Darin E. Gale, City Manager
Elena Adair, Director of Finance

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute the Second Amendment to the Consulting Services Agreement with HdL Coren & Cone

EXECUTIVE SUMMARY

The City proposes to amend the Consulting Services Agreement (Agreement) with HdL Coren & Cone (HdL) for property tax management, information and audit services, extending the Agreement for a two-year period, expiring August 31, 2028.

FISCAL IMPACT

The Second Amendment will increase the total costs of the Agreement to a not-to-exceed amount of $125,000. The annual cost of the Second Amendment to the agreement is estimated at approximately $25,000. Since the original agreement has been approved, the City paid a total of $66,544 for services provided.

Funding for the agreement is included in the Finance Department FY 2026-27 budget. Future year’s funding will be subject to City Council budget approval.

RECOMMENDATION

Staff recommends that the City Council adopt the Resolution authorizing the City Manager to execute the Second Amendment with HdL Coren & Cone, extending the Agreement through June 30, 2028, authorizing a not-to-exceed cumulative amount of $125,000.

BACKGROUND

In August 2023, the City entered into an agreement with HdL to perform property tax consulting services for the City. HdL is a statewide expert in property tax data analysis with over 190 public agency clients for whom such services are performed and has the programs, equipment, data and personnel required to deliver the property tax services. HdL performs continuous monitoring, identification, detailed analysis and reconciliation of property tax revenues to County records for the purpose of ensuring that the City received the appropriate property taxes. The effective program of property tax management will assist the City in fiscal, economic and community development planning.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Property tax is the City's largest source of General Fund revenue. Property tax accounts for approximately $18.9 million or 28% of General Fund revenue. Property tax is imposed on real property (land and improvements) and tangible personal property. The County Assessor calculates the assessed value of the property for the purpose of imposing the tax. The County Tax Collector collects the tax, calculates the City's share and remits it to the City.

Under the scope of this consultant agreement, HdL Coren & Cone will review property tax information from the County and update the County records for any changes in ownership, including transfer date and sales price. They will also provide a variety of detailed property tax reports for the City as a whole and for specific geographic areas. These reports will include a listing of the major property owners in the City and the assessed value of their property; a listing of property tax transfers; a listing of parcels that have not changed hands since the enactment of Proposition 13; and a listing of new construction, including assessed valuation. In addition, they will provide reports estimating expected property tax revenue and detailing revenue trends for the City.

ATTACHMENTS: Resolution
Second Amendment
First Amendment
Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Authorizing City Manager to Execute the)
Second Amendment to the Consulting Services) RESOLUTION NO. 26-
Agreement with HdL Coren & Cone)

WHEREAS, the City and HdL Coren & Cone (HdL) entered into an Agreement for property tax management, information and audit services as of August 31, 2023 (the "Original Agreement"); and

WHEREAS, the Original Agreement was a two-year term, and pursuant to the Original Agreement, was extended for one additional year, which will expire on August 31, 2026; and

WHEREAS, the primary objective of property tax management and audit services are to maximize revenue recovery and to improve tax revenue forecasting; and

WHEREAS, HdL is a qualified firm with the necessary knowledge, expertise and experience to perform property tax audit services; and

WHEREAS, the City is satisfied with the services provided by HdL and desires to continue contracting for the property tax management and audit services; and

WHEREAS, the City proposes a Second Amendment to the Original Agreement with HdL, extending it for additional two years, expiring August 31, 2028, and increasing the total compensation to $125,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the Second Amendment.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 3rd day of August 2026, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

____
Dionne Adams, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

SECOND AMENDMENT TO
CONSULTING SERVICES AGREEMENT BETWEEN
CITY OF PITTSBURG AND
HdL Coren & Cone, a California Corporation

THIS Second Amendment to the Principal Agreement, made and entered into on August 31, 2023 (the "Effective Date"), by and between the City of Pittsburg, a municipal corporation ("City"), and HdL Coren & Cone, a California corporation ("Consultant"), is hereby made and entered into on this 3rd day of August 2026.

WHEREAS, the parties entered into the Principal Agreement for Consultant to provide specified financial consulting services; and

WHEREAS, the parties desire to amend the Principal Agreement to extend the term for additional two years and increase the compensation accordingly.

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

1. Term. Section 1.1 of the Agreement term is hereby amended to read as follows: The term of this Agreement shall begin on the Effective Date and shall end on August 31, 2028, or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein

2. Compensation. Section 2 of the Agreement is hereby amended to read as follows: City hereby agrees to pay Consultant a sum not to exceed One Hundred Twenty Five Thousand Dollars ($125,000), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

3. Exhibit B Compensation Schedule. Exhibit B is hereby replaced with Exhibit B attached hereto as Attachment 1.

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:**
HdL Coren & Cone, a California Corporation, a California corporation	CITY OF PITTSBURG, a municipal corporation of the State of California
By: ______________________	By: ______________________
Nichole Cone-Morishita	Darin E. Gale, City Manager
	APPROVED AS TO FORM:
	By: ______________________
	Donna Mooney, City Attorney

EXHIBIT B

Compensation Schedule

Year 1 - $21,500 plus 25% audit contingency

Year 2- $21,500 with CPI, plus 25% audit contingency

Year 3 - $22,900 plus 25% audit contingency

Year 4 - $23,600 plus 25% audit contingency

Year 5 - $23,600 with CPI, plus 25% audit contingency

Beginning September 1, 2026, Consultant's hourly rates for optional services shall be as follows:

Partner	$250	per hour
Principal	$225	per hour
Programmer	$200	per hour
Associate	$175	per hour
Senior Analyst	$125	per hour
Analyst	$90	per hour
Administrative	$70	per hour

FIRST AMENDMENT TO
CONSULTING SERVICES AGREEMENT BETWEEN
CITY OF PITTSBURG AND
HdL Coren & Cone, a California Corporation

THIS First Amendment to the Principal Agreement, made and entered into on August 31, 2023 (the "Effective Date"), by and between the City of Pittsburg, a municipal corporation ("City"), and HdL Coren & Cone, a California corporation ("Consultant"), is hereby made and entered into on this __1__ day of __September, 2025__.

WHEREAS, the parties entered into the Principal Agreement for Consultant to provide specified financial consulting services; and

WHEREAS, the parties desire to amend the Principal Agreement to extend the term an additional year and increase the compensation accordingly.

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

1. Term. Section 1.1 of the Agreement term is hereby amended to read as follows: The term of this Agreement shall begin on the Effective Date and shall end on August 31, 2026, or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein

2. Compensation. Section 2 of the Agreement is hereby amended to read as follows: City hereby agrees to pay Consultant a sum not to exceed Seventy-five Thousand Dollars ($75,000), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

3. Exhibit B Compensation Schedule. Exhibit B is hereby replaced with Exhibit B attached hereto as Attachment 1.

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:**
HdL Coren & Cone, a California Corporation, a California corporation	CITY OF PITTSBURG, a municipal corporation of the State of California
By: Signed by: Nichole Cone-Morishita 334114475BE7487...	By: DocuSigned by: Garrett Evans 0BFCADAB643045C...
Nichole Cone-Morishita	Garrett Evans, City Manager

APPROVED AS TO FORM:

By: Signed by: 16DDA4CD88BB41E...
Donna Mooney, City Attorney

Attachment 1

EXHIBIT B

Compensation Schedule

Year 1 - $21,500 plus 25% audit contingency

Year 2- $21,500 with CPI, plus 25% audit contingency

Year 3 - $22,900 plus 25% audit contingency

Beginning September 1, 2025, Consultant’s hourly rates for optional services shall be as follows:

Partner	$250	per hour
Principal	$225	per hour
Programmer	$200	per hour
Associate	$175	per hour
Senior Analyst	$125	per hour
Analyst	$90	per hour
Administrative	$70	per hour

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PITTSBURG AND HdL Coren & Cone, a California Corporation

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and HdL Coren & Cone, a California Corporation, a California corporation ("Consultant") (together referred to as the "Parties") as of August 31, 2023 (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 08/31/2025 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 an annual fee of $45,000, as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

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

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a quarter 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:

- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

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

4.3 **Professional Liability Insurance.**

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

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

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

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

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

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

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

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

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

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

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

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 **General Requirement.** To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

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

Section 6. STATUS OF CONSULTANT.

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

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

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

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

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

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

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

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

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

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

Section 10 MISCELLANEOUS PROVISIONS.

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

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

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

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

Consultant : Nichole Cone-Morishita
HdL COREN & CONE
120 S. State College Blvd., Suite 200
Brea, CA 92821

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

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

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

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule

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

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

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

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

CITY OF PITTSBURG

Garrett Evans, City Manager

CONSULTANT

Nichole Cone-Morishita

Attest:

for Alice E. Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

July 24, 2023
City of Pittsburg

PROPERTY TAX MANANGEMENT, INFORMATION AND AUDIT SERVICES

SCOPE OF SERVICES

Services provided include property tax management service, secured and unsecured parcel audits, budget projections, Successor Agency support, and bond fiscal analysis.

Reports and Management Analyses (1)

HdL Coren & Cone (HdLCC) will provide the following reports. Reports are also available from prior years if required.

- A five-year history of the values within the City, and custom (city defined) geographic areas;
- A listing of the largest value changes, positive and negative between tax years;
- An annual parcel listing of properties with parcel number changes between tax years identifying parcel splits and combines;
- A listing of the major property owners for the City including the combined assessed values of their property and property use code designation;
- A listing and summary of property transfers which occurred since the lien date ordered by month;
- A listing of parcels that have not changed ownership since the enactment of Proposition 13;
- A comparison of property within the City by county use-code designation;
- A multiple year comparison of growth by use code designation over a 5-year period;
- A listing by parcel of new construction activity to identify non-residential parcels with new construction activity and to provide reports for use in the City's preparation of Proposition 4 and 111 State Appropriation Limit calculations;
- A listing of absentee owner parcels;

(1) Reports are based upon property tax information obtained from your county and supplemented by additional information from third parties. Some reports are dependent upon the availability of county data in electronic format.

- Calculate an estimate of property tax revenue anticipated to be received for the current fiscal year by the City based upon the initial information provided by the County and subject to modification. This estimate shall not be used to secure the indebtedness of the City.
- Analyses based on geo areas designated by the City to include assessed valuations and square footage computations for use in economic analysis and community development planning.
- Tracking of Proposition 8 reductions and restorations
- Median sale price data for current year and prior years for comparison
- One and five-year budget projections for the city general fund and special districts. This report is interactive for tax modeling.
- Newsletter summary for public and elected distribution.

Successor Agency Services

Successor Agency Services including but not limited to:

- Annual tax increment projections and, as requested, cash flow analysis for the Successor Agency by Project Area
- Review of Redevelopment Obligation Payment Schedules (ROPS) as requested.
- Provide property tax information to the Oversight Board at the direction of the Successor Agency
- Provide access to the Oversight Board to City and former redevelopment agency documents at the direction of the Successor Agency
- Monitor the County distribution of tax-sharing revenues to the taxing entities of the former redevelopment agency
- Advice and consultation on the City/Successor Agency's preparation of required reports, such as revenue projections; review of Recognized Obligation Payment Schedules (ROPS), submittals to the Oversight Board and/or County or State agencies, and new or revised legislative requirements
- Analysis of legislative and judicial matters impacting Redevelopment Property Tax Trust Fund (RPTTF) revenues to the Successor Agency and to the City.

Monthly/Quarterly Reports and System Updates

- A listing of property tax appeals filed on properties in the City where data is available for purchase from the Clerk of the Board.
- A listing of property transfers that have occurred since the last report will be available through the software provided and updated on a monthly basis.

Web-Based Software

- HdLCC provides a web-based software application to clients as a user-friendly tool to access the City's property tax data. HdLCC provides updates to the data portion of the product on monthly basis to reflect changes in ownership, updated appeals filings, and deed recordings.
- As modifications and enhancements are made to the program, clients receive the enhanced version of the software at no additional cost. Training will be provided to city staff within the first two months after the execution of the agreement for property tax management and audit services and is available annually for new staff members or staff requiring a refresher course. If additional training sessions are required, the fees in the compensation section under hourly fees will be charged.

Identification and Correction of Errors

HdL Coren & Cone has the technology, methodology and trained staff to analyze all secured parcels within the City to identify costly errors resulting in the misallocation of property taxes.

The company audits the secured and unsecured property tax rolls to ensure that each is coded to the appropriate taxing entity. The company performs an analysis of the Assessor Rolls to identify all parcels on both the secured and unsecured tax rolls and verify that parcel assessed valuations and the resulting taxes are correctly allocated to the City. This analysis is accomplished through the use of specialized computer software, GIS maps, assessor maps, city maps, city records, other pertinent documents, and field investigations.

Fee for Services

HdLCC shall provide the Base Services described above, for a fixed annual fee of $21,500 (invoiced quarterly). The fee is based on the number of parcels in the City of Pittsburg (20,402 parcels). The Base Fixed Fee shall be adjusted annually by the California Consumer Price Index (CCPI) for all items as determined by the California Department of Industrial Relations as measured February to February by the California All Urban Consumers index.

On-Going Consultation

During the term of the contract, we serve as the resource staff to the County or agency on questions relating to property tax. This includes being "on-call" to assist with any property tax issues. On-going consultation would include, but not be limited to inquiries resolved through use of the City data base. All requests for information based upon the County's property tax data sets are provided without additional costs. Special reports, additional research, or requests requiring additional computer programming may entail some additional costs. Attendance at City and/or Successor Agency meetings will be billed at our hourly rates.

Fees for Optional Services shall be billed at the following hourly rates:

Partner	$250 per hour
Principal	$225 per hour
Programmer	$200 per hour
Associate	$175 per hour
Senior Analyst	$125 per hour
Analyst	$ 90 per hour
Administrative	$ 70 per hour

Hourly rates are exclusive of expenses and are subject to adjustment by HdLCC annually. On July 1st of each year HdLCC shall provide the City with an updated schedule of hourly rates. The rates will not be increased by more than five percent (5%) per year.

Identification and Correction of Errors

Fees for the identification and correction of errors are on a contingent basis, HdLCC shall receive 25 percent of general fund or tax increment property tax revenue or other revenues attributable to the City recovered or reallocated which are directly or indirectly the result of an audit, analysis or consultation performed by HdLCC (including but not limited to base year value audits;

administration of tax sharing agreements; tax increment allocation reviews; county allocation reviews). HdLCC shall separate and support said reallocation and provide the City with an itemized invoice showing all amounts due as a result of revenue recovery or reallocation. The City shall pay audit fees after Contractor's submittal of evidence that corrections have been made by the appropriate agency. Payment to HdLCC shall be made within thirty (30) days after the City receives its first remittance advice during the fiscal year for which the correction applies.

HdL Coren & Cone
120 S State College Boulevard, Suite 200
Brea, California 92821
714.879.5000

EXHIBIT B

COMPENSATION SCHEDULE

Year 1 - $21,500 plus 25% audit contingency
Year 2 - $21,500 with CPI, plus 25% audit contingency

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

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

CONSULTANT

By: [signature]

Title: CFO

2784980.1

STAFF REPORT

MEETING DATE:	August 3, 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 the Filing of Applications for Funding Assigned to the Metropolitan Transportation Commission, and committing any necessary matching funds and stating assurances to complete the project in accordance with program requirements

EXECUTIVE SUMMARY

The Metropolitan Transportation Commission (MTC) administers grant programs that provide funding to eligible local agencies for transportation projects that improve bicycle and pedestrian safety throughout the nine-county San Francisco Bay Area. As a condition of applying for these funds, MTC requires an applicant's governing body to adopt a resolution authorizing the submission of up to two grant applications, committing any required local matching funds, and providing assurances that the project will be completed in accordance with program requirements. Adoption of the proposed resolution will authorize the City to submit applications for two eligible One Bay Area Grant (OBAG 4) funding opportunities administered by MTC and satisfy the agency's application requirements. Project scope, funding requests and local match for each project were recommended by the City’s Infrastructure and Transportation Subcommittee (Subcommittee).

FISCAL IMPACT

If the City is awarded OBAG 4 funding, the City will be required to provide a minimum of 11.47% local matching funds and assume responsibility for any project costs exceeding the grant award. The amount of the required local match for both projects selected by the subcommittee is 3.5 million dollars, which exceeds the required local match but allows the projects to be competitive and aligned with available funding levels. City staff will bring a separate action item to City Council with recommendations for the local match funding when requesting the City Council to accept the grant award.

RECOMMENDATION

Adopt a Resolution authorizing staff to submit two applications for OBAG 4 funding through the Contra Costa Transportation Authority (CCTA) Coordinated Call for Projects, with funding administered by the MTC, for two projects with scopes, funding requests, and local matching funds as recommended by the Subcommittee; and providing the required assurances to complete the project(s) in accordance with applicable program requirements if funding is awarded.

BACKGROUND

The City has successfully secured over $10 million in OBAG funding through Cycles 1 through 3 for prior transportation projects. These grant awards have enabled the City to leverage regional, state, and federal transportation funds to advance critical infrastructure improvements. The funded projects have enhanced transportation safety, improved mobility, and provided significant community benefits while reducing reliance on local funding sources.

CCTA has issued its coordinated call for projects, providing an opportunity for local agencies to compete for regional, state, and federal transportation funding administered through the MTC. To be eligible for consideration, applicant agencies must adopt a resolution authorizing the filing of grant applications, committing any required local matching funds, and providing assurances that the proposed projects will be completed in accordance with all applicable funding requirements. Applications for the OBAG 4 coordinated call for projects are due to CCTA by August 17, 2026.

The Subcommittee reviewed potential candidate projects and recommended two grant applications for submission for the Pedestrian Overcrossing Project (see Attachment A) and West Leland Road Safety Improvement Project (See Attachment B) as part of the CCTA Coordinated Call for Projects. The Subcommittee's review consideration of the proposed project scopes, requested grant funding amounts, and required local matching funds.

SUBCOMMITTEE FINDINGS

The Subcommittee reviewed potential candidate projects and recommended two grant applications for submission for the Pedestrian Overcrossing Project and West Leland Road Safety Improvement project as part of the CCTA Coordinated Call for Projects. The Subcommittee's review consideration of the proposed project scopes, requested grant funding amounts, and required local matching funds.

STAFF ANALYSIS

For the current OBAG 4 coordinated call for projects, City staff identified three potential candidate projects that were eligible for funding consideration. The candidate projects were evaluated by the Subcommittee based on factors including project eligibility, consistency with adopted City and County transportation priorities, project readiness, anticipated community benefits, funding availability, and the City's ability to successfully deliver the improvements within the required grant schedule.

On July 23, 2026, the Subcommittee recommended the Pedestrian and Bicycle Overcrossing Project and West Leland Road Safety Improvement Project for OBAG Cycle 4 funding. The resolution will authorize staff to submit these two project applications for OBAG 4 funding through the Contra Costa Transportation Authority (CCTA) Coordinated Call for Projects, commit local matching funds and ensure the project will be completed in accordance with program requirements.

If awarded, City staff will bring a separate action item to City Council with recommendations for the local match funding when requesting the City Council to accept the grant award.

ATTACHMENTS: Resolution
Exhibit A - Pedestrian Safety Overcrossing Project
Exhibit B - West Leland Safety Improvement Project

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Authorizing the Filing of an Application	)	
For Funding Assigned to the Metropolitan	)	
Transportation Commission (MTC) and	)	
Committing Any Necessary Matching	)	RESOLUTION NO. 26-
Funds and Stating Assurances to	)	
Complete the Project in Accordance with	)	
Program Requirements	)	

WHEREAS, the City of Pittsburg (herein referred to as APPLICANT) is submitting two applications to the Metropolitan Transportation Commission (MTC) for each requesting 4.5 million in funding assigned to MTC for programming discretion, which includes federal funding administered by the Federal Highway Administration (FHWA) and federal or state funding administered by the California Transportation Commission (CTC) such as Surface Transportation Block Grant Program (STP) funding, Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding, Carbon Reduction Program (CRP) funding, Transportation Alternatives (TA) set-aside/Active Transportation Program (ATP) funding, and Regional Transportation Improvement Program (RTIP) funding (herein collectively referred to as REGIONAL DISCRETIONARY FUNDING) for the Pedestrian and Bicycle Overcrossing Project and the West Leland Road Safety Improvement Project (herein referred to as PROJECTS) for the One Bay Area Grant (OBAG) Cycle 4 (herein referred to as PROGRAM); and

WHEREAS, the United States Congress from time to time enacts and amends legislation to provide funding for various transportation needs and programs, (collectively, the FEDERAL TRANSPORTATION ACT) including, but not limited to the Surface Transportation Block Grant Program (STP) (23 U.S.C. § 133), the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149), the Carbon Reduction Program (CRP) (23 U.S.C. § 175), and the Transportation Alternatives (TA) set-aside (23 U.S.C. § 133); and

WHEREAS, state statutes, including California Streets and Highways Code §182.6, §182.7, and §2381(a)(1), and California Government Code §14527, provide various funding programs for the programming discretion of the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Agency (RTPA); and

WHEREAS, pursuant to the FEDERAL TRANSPORTATION ACT, and any regulations promulgated thereunder, eligible project sponsors wishing to receive federal or state funds for a regionally-significant project shall submit an application first with the appropriate MPO, or RTPA, as applicable, for review and inclusion in the federal Transportation Improvement Program (TIP); and

WHEREAS, MTC is the MPO and RTPA for the nine counties of the San Francisco Bay region; and

WHEREAS, MTC has adopted a Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) that sets out procedures governing the application and use of REGIONAL DISCRETIONARY FUNDING; and

WHEREAS, APPLICANT is an eligible sponsor for REGIONAL DISCRETIONARY FUNDING; and

WHEREAS, as part of the application for REGIONAL DISCRETIONARY FUNDING, MTC requires a resolution adopted by the responsible implementing agency stating the following:

1. the commitment of any required matching funds; and
2. that the sponsor understands that the REGIONAL DISCRETIONARY FUNDING is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional REGIONAL DISCRETIONARY FUNDING; and
3. that the PROJECTS will comply with the procedures, delivery milestones and funding deadlines specified in the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised); and
4. the assurance of the sponsor to complete the PROJECTS as described in the applications, subject to environmental clearance, and if approved, as included in MTC's federal Transportation Improvement Program (TIP); and
5. that the PROJECTS will have adequate staffing resources to deliver and complete the PROJECT within the schedule submitted with the project application; and
6. that the PROJECTS will comply with all project-specific requirements as set forth in the PROGRAM; and
7. that APPLICANT has assigned, and will maintain a single point of contact for all FHWA- and CTC-funded transportation projects to coordinate within the agency and with the respective County Transportation Agency (CTA), MTC, Caltrans, FHWA, and CTC on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA- and CTC-funded transportation and transit projects implemented by APPLICANT; and
8. in the case of a transit project, the PROJECTS will comply with MTC Resolution No. 3866, revised, which sets forth the requirements of MTC’s Transit Coordination Implementation Plan to more efficiently deliver transit projects in the region; and
9. in the case of a highway project, the PROJECTS will comply with MTC Resolution No. 4104, which sets forth MTC’s Traffic Operations System (TOS) Policy to install and activate TOS elements on new major freeway projects; and
10. in the case of an RTIP project, state law requires PROJECTS be included in a local congestion management plan, or be consistent with the capital improvement program adopted pursuant to MTC’s funding agreement with the County Transportation Agency (CTA); and

WHEREAS, that APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and

WHEREAS, there is no legal impediment to APPLICANT making applications for the funds; and

WHEREAS, there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and

WHEREAS, APPLICANT authorizes its Executive Director, General Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and

WHEREAS, MTC requires that a copy of this resolution be transmitted to the MTC in conjunction with the filing of the application.

NOW, THEREFORE, BE IT RESOLVED that the APPLICANT is authorized to execute and file an application for funding for the PROJECTS for REGIONAL DISCRETIONARY FUNDING under the FEDERAL TRANSPORTATION ACT or continued funding; and be it further

RESOLVED that APPLICANT will provide any required matching funds; and be it further

RESOLVED that APPLICANT understands that the REGIONAL DISCRETIONARY FUNDING for the project is fixed at the MTC approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional REGIONAL DISCRETIONARY FUNDING; and be it further

RESOLVED that APPLICANT understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) and APPLICANT has, and will retain the expertise, knowledge and resources necessary to deliver federally-funded transportation and transit projects, and has assigned, and will maintain a single point of contact for all FHWA- and CTC-funded transportation projects to coordinate within the agency and with the respective County Transportation Agency (CTA), MTC, Caltrans, FHWA, and CTC on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA- and CTC-funded transportation and transit projects implemented by APPLICANT; and be it further

RESOLVED that PROJECTS will be implemented as described in the complete application and in this resolution, subject to environmental clearance, and, if approved, for the amount approved by MTC and programmed in the federal TIP; and be it further

RESOLVED that APPLICANT has reviewed the PROJECT and has adequate staffing resources to deliver and complete the PROJECT within the schedule submitted with the project application; and be it further

RESOLVED that PROJECTS will comply with the requirements as set forth in MTC programming guidelines and project selection procedures for the PROGRAM; and be it further

RESOLVED that, in the case of a transit project, APPLICANT agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution No. 3866, revised; and be it further

RESOLVED that, in the case of a highway project, APPLICANT agrees to comply with the requirements of MTC's Traffic Operations System (TOS) Policy as set forth in MTC Resolution No. 4104; and be it further

RESOLVED that, in the case of an RTIP project, PROJECTS is included in a local congestion management plan, or is consistent with the capital improvement program adopted pursuant to MTC's funding agreement with the County Transportation Agency (CTA); and be it further

RESOLVED that APPLICANT is an eligible sponsor of REGIONAL DISCRETIONARY FUNDING funded projects; and be it further

RESOLVED that APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and be it further

RESOLVED that there is no legal impediment to APPLICANT making applications for the funds; and be it further

RESOLVED that there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and be it further

RESOLVED that APPLICANT authorizes its Executive Director, General Manager, City Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and be it further

RESOLVED that a copy of this resolution will be transmitted to the MTC in conjunction with the filing of the application; and be it further

RESOLVED that the MTC is requested to support the application for the PROJECTS described in the resolution, and if approved, to include the PROJECTS in MTC's federal TIP upon submittal by the project sponsor for TIP programming.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 3rd day of August 2026, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

____
Dionne Adams, Mayor

ATTEST:

____
Alice E. Evenson, City Clerk

Exhibit A
OBAG 4 Grant Application-Bicycle & Pedestrian Overcrossing Project

Bicycle & Pedestrian Overcrossing

Project #1

Design and construction of a pedestrian and bicycle bridge connecting Dream Courts to Premier Fields parking lot across West Leland Road.

Project Cost	$8,000,000
OBAG 4	$4,500,000
Local Match	$3,500,000

Exhibit B
OBAG 4 Grant Application-West Leland Road Safety Improvement Project

West Leland Road Safety Improvements

Project #3

1. Sidewalk Gap Closures
2. Landscape Median & Pedestrian Fencing
3. Pavement Rehabilitation
4. ADA Curb Ramps
5. Transit Improvements
6. Traffic Signal Improvements
7. Striping Improvements

Project Cost	$8,000,000
OBAG 4	$4,500,000
Local Match	$3,500,000

West Leland Road Safety Improvements

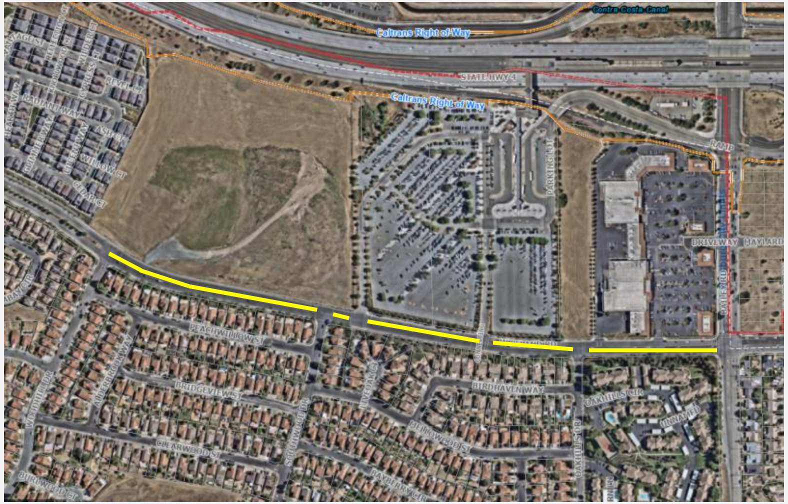
1. Sidewalk Gap Closure

West Leland Road
west of BART station

East Leland Road east
of Railroad Avenue

West Leland Road Safety Improvements

2. Landscape Median & Pedestrian Fence



West Leland Road from Bailey Road to Woodhill Drive

West Leland Road Safety Improvements

2. Landscape Median & Pedestrian Fence

West Leland Road from Dover Way to John Henry Johnson Drive

West Leland Road Safety Improvements

3. Pavement Rehabilitation

West Leland Road from Crestview Drive to John Henry Johnson Drive

West Leland Road Safety Improvements

4. ADA Non-Compliance-25 Ramps

West Leland Road Safety Improvements

5. Transit Improvements

High Transit Use Locations

- East Leland Road/Railroad Ave
- West Leland Road/Crestview Dr.
- West Leland Road/Range/Golf Club Road

Potential Improvements

1. ADA Improvements
2. Bus Shelter & Solar Lighting
3. Real Time Arrival Sign (Solar)
4. Seating

West Leland Road Safety Improvements

6. Traffic Signal Upgrades

West Leland Road/Burton Avenue

1. Add 4th Crossing
2. Bicycle Detection

West Leland Road/Dover Avenue

1. High Visibility Crossings
2. Bicycle Detection

West Leland Road/Range Road

1. Bicycle Detection

West Leland Road Safety Improvements

6. Traffic Signal Upgrades Continued

West Leland Road/Oakhills Drive

1. High Visibility Crossings
2. Add Pedestrian Countdown

West Leland Road/Southwood Drive

1. High Visibility Crossings
2. Add Pedestrian Countdown

West Leland Road/Woodhill Drive

1. High Visibility Crossings
2. Add Pedestrian Countdown