



**\*IMPORTANT NOTICE ABOUT PUBLIC COMMENTS AND MEETING PARTICIPATION\***

City Council Members will be participating from the Council Chamber. Members of the public are invited to attend and participate at: the **Council Chambers, 150 City Park Way, Brentwood CA**

As a courtesy and technology permitting, members of the public may provide remote public comment during public hearings and on business items via the City's Zoom Platform. However, the City cannot guarantee that the public's access to teleconferencing technology will be uninterrupted, and technical difficulties may occur from time to time. In those instances, so long as the public may still attend the meeting in person, the meeting will continue. In addition, the Zoom participation option is provided to the public as a courtesy in order to facilitate participation. If Zoom participation is not enabled, the meeting will continue with public attendance in person only. Members of the public desiring to provide comments as a part of the meeting are encouraged to either submit written comments by 3:00 p.m. prior to the meeting or to attend the meeting in person.

**HOW TO PARTICIPATE**

The public is invited to participate in the City Council meeting using any of the following methods:

**1. IN PERSON:**

a. Members of the public can provide in-person comments in the Council Chambers. Members of the public are encouraged, but not required, to fill out a speaker card. The Council Chambers will have seating available for members of the public to attend in person up to full seating capacity.

**2. REMOTE (if enabled): Remarks by members of the public participating via Zoom are limited to speaking on items listed under public hearings; business items; and requests for future agendas items, existing requests. Zoom participation during the general public comment period will not be accepted, except in the event a City Council Member is participating remotely under the provisions of Government Code § 54953.8.**

- a. Zoom: [www.brentwoodca.gov/vcc](http://www.brentwoodca.gov/vcc) or Zoom Webinar ID: 760 1397 0037
- b. Zoom Phone Numbers. Dial Toll Free: (833) 548-0276 or (833) 548-0282 or (877) 853-5247.
- c. During the meeting, each period for public comment will be announced, and participants may use the "Raise Hand" feature on Zoom to request to speak. ***(If you need instructions on how to use this feature, please contact the City Clerk by noon of the meeting date at [cityclerk@brentwoodca.gov](mailto:cityclerk@brentwoodca.gov) or 925.516.5182.)***

**3. E-MAIL:**

- a. Public comments can also be submitted via e-mail to [cityclerk@brentwoodca.gov](mailto:cityclerk@brentwoodca.gov). Any public comments received up until 3:00 p.m. of the meeting date will be:
1. distributed to the Council via email before the meeting,
  2. posted online for public inspection at [www.brentwoodca.gov/meetings](http://www.brentwoodca.gov/meetings) and
  3. later summarized in the meeting minutes.
- b. As e-mails containing public meeting comments are part of the official record, note that personal contact information may be published if it is included with your e-mail.

**4. TO WATCH OR LISTEN ONLY:**

- a. The public may view the meeting via one-way video feed by selecting the video option at the City Council Agendas' link on the City webpage at [www.brentwoodca.gov](http://www.brentwoodca.gov) or via the City's YouTube Channel: <https://www.youtube.com/c/cityofbrentwoodca>



## CITY COUNCIL/SUCCESSOR AGENCY AGENDA

Zoom Webinar ID: 760 1397 0037

April 28, 2026, 7:00 p.m.

City Council Chambers

150 City Park Way

Brentwood, CA 94513

City Council [Zoom Link](#)

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**A. CALL TO ORDER & ROLL CALL**

**B. PLEDGE OF ALLEGIANCE**

**C. PRESENTATIONS**

**C.1 Youth in Government: e-Bikes Legislation Overview**

**C.2 Contra Costa County Library: Self-Service Sundays**

**C.3 Vehicle Miles Traveled (VMT)**

**D. PUBLIC COMMENTS**

Pursuant to Council/Administrative Policy, Meeting Rules and Procedures section 5.2 (Decorum Generally – Public), comments by members of the public are generally limited to five minutes, or less time if a large number of speakers is anticipated, or if approved by the Mayor. Speakers desiring answers to questions should direct them to the Council/Successor Agency and, if relevant, they may direct them to the appropriate staff member. Speakers can also follow up directly with staff during regular City business hours.

Please file a speaker's card with the City Clerk on the form provided on the counter at the back of the Chambers.

During this portion of the meeting those present in the Council Chambers are permitted to speak on items that are listed under Presentations; Informational Reports; Consent Calendar; Requests for Future Agenda Items- New Items; or items not on the agenda during this portion of the meeting. Public comments for scheduled agenda items should wait until that time.

In order to ensure that all speakers feel welcome to share their views, members of the audience are kindly requested to refrain from applauding or speaking to the Council from the audience without being called upon first.

**Zoom participation during this general public comment period will not be accepted.**

**E. INFORMATIONAL REPORTS FROM COUNCIL MEMBERS, COMMITTEES, LIAISONS, AND STAFF**

This portion of the agenda is to provide an opportunity for Council Members to report on attendance at events, subcommittee meetings, and entities on which the Council Member has been appointed as a liaison and for staff to provide brief updates and/or information to the City Council.

**F. CONSENT CALENDAR**

All matters listed on the consent calendar are considered routine in nature and will be enacted by one motion. If discussion is required, that particular item will be removed from the consent calendar and will be considered separately.

**F.1 Meeting Minutes of the City Council**

Special City Council Meeting Minutes of April 14, 2026

- F.2 Proclamation recognizing April 28, 2026 as Youth in Government Day
- F.3 Proclamation recognizing May 2026 as Asian American and Pacific Islanders Heritage Month
- F.4 Proclamation recognizing May 2026 as Building Safety Month
- F.5 Proclamation recognizing May 2026 as Jewish American Heritage Month
- F.6 Proclamation recognizing May 2026 as National Historic Preservation Month
- F.7 Proclamation recognizing May 2026 as National Water Safety Month
- F.8 Proclamation recognizing May 2026 as Older Americans Month
- F.9 Proclamation recognizing May 2026 as Water Awareness Month
- F.10 Proclamation recognizing May 3-9, 2026 as Professional Municipal Clerks Week
- F.11 Proclamation recognizing May 4-8, 2026 as National Teacher Appreciation Week
- F.12 Proclamation recognizing May 6, 2026 as National Nurses Day
- F.13 Proclamation recognizing May 7, 2026 as National Day of Prayer
- F.14 Proclamation recognizing May 10-16, 2026 as National Armed Forces Week
- F.15 Proclamation recognizing May 10-16, 2026 as National Police Week
- F.16 Proclamation recognizing May 11-17, 2026 as Bike to Work Week
- F.17 **Approve a Lease of 2nd Street Parking Lot**  
Title/Recommendation  
 Adopt a Resolution of the City Council of the City of Brentwood approving a Parking Lot Lease Agreement "Agreement" between DJA Properties, LLC and the City of Brentwood for the lease 715 and 739 2nd Street and amend the 2025/26 General Fund Operating Budget.
- F.18 **Award of contract to Consolidated Engineering Inc. for the Pavement Management Program 2026 (Asphalt), CIP Project No. 336-31705**  
Title/Recommendation  
 Adopt a Resolution approving the contract documents, awarding the bid, and authorizing the City Manager or designee to execute a contract and necessary documents for the Pavement Management Program 2026 (Asphalt), CIP Project No. 336-31705, ("Project") with Consolidated Engineering Inc. as the lowest responsible and responsive bidder in the amount of \$1,929,999, plus a contingency of \$482,500 (25%), for a total funding authorization not to exceed amount of \$2,412,499.
- F.19 **Consideration of actions pertaining to the City's Landscape and Lighting Assessment Districts (LLADs), including LLAD No. 19-3 and LLAD No. 21-1, and the Citywide Park Maintenance District No. 98-1 for Fiscal Year 2026/27**  
Title/Recommendation  
 Adopt a Resolution of Initiation that: (1) appoints Francisco & Associates ("Francisco") as the Engineer of Work for the Landscape and Lighting Assessment Districts, including the Landscape and Lighting Assessment District No. 19-3, Landscape and Lighting Assessment District No. 21-1 (the "LLADs"), and for the Citywide Park Assessment District No. 98-1 (collectively, the "Districts") for Fiscal Year 2026/27; (2) orders the Engineer of Work to prepare and file the Engineer's Reports for Fiscal Year 2026/27; and (3) finds the action categorically exempt from the California Environmental Quality Act.
- F.20 **Clarification of Council Discussion Related to Pre-Qualifying Applicants for Affordable Housing Wait List**  
Title/Recommendation  
 Staff recommends that the City Council confirm, by accepting this report as part of the adoption of the Consent Calendar, that the Council would like applicants' eligibility for the City's Affordable Housing Program wait list to be determined through a "pre-qualification"

process, in a manner determined by staff in consultation with the City Attorney, prior to being placed on the wait list, as discussed at the April 14, 2026 City Council meeting.

## **G. PUBLIC HEARINGS**

Persons addressing the City Council using Zoom are asked to raise their hands using the Zoom feature. Those attending in person and wishing to address the Council may do so from the podium. The Council may adopt reasonable regulations at the onset of the public hearing to facilitate public testimony. These regulations may include time limits. In the absence of such regulations, the public hearing shall follow the protocol for Public Comments.

### **G.1 Approve Amendments to the Brentwood Municipal Code related to State Legislative Updates, Gas Stations, Stream Setbacks, as well as updates to the Priority Area One Specific Plan related to Private and Public School Facilities**

Title/Recommendation

Waive the first readings of

and introduce the following ordinances:

1. An Ordinance for text amendments (RZ 26-001) to the Brentwood Municipal Code that would amend and add regulations for signs, Microenterprise Home Kitchen Operations (MEHKO), public hearing notices, electrified fencing, and application review and appeal procedures, to ensure consistency with state and federal law;
2. An Ordinance for text amendments (RZ 26-001) to the Brentwood Municipal Code that would limit the total number of automobile service stations/gas stations to 20 within the city by adding Brentwood Municipal Code Chapter 17.665 (Automobile Service Stations/Gas Stations); and
3. An Ordinance for text amendments (RZ 26-001) to the Brentwood Municipal Code to add regulations and development standards related to stream setbacks within the city by adding Brentwood Municipal Code Chapter 17.625 (Stream Setback Regulations).

Adopt a Resolution approving a text amendment (SPA 26-001) to the Priority Area One Specific Plan updating regulations related to Private and Public School Facilities.

The proposed text amendments are exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that the proposed ordinances would restrict future land uses and development and would not facilitate new construction or other groundbreaking activities. There is no potential to result in either a direct physical change to the environment or a reasonably foreseeable indirect physical change to the environment.

### **G.2 Public Hearing for Compliance with Assembly Bill 2561 / Government Code Section 3502.3 Regarding Vacancies, Recruitment, and Retention Efforts**

Title/Recommendation

Public Hearing for Compliance with Assembly Bill 2561 / Government Code Section 3502.3 Regarding Vacancies, Recruitment, and Retention Efforts.

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

### **G.3 Continue Public Hearing for the Unlawful Loud or Unruly Gathering Ordinance**

Title/Recommendation

It is requested that the City Council continue the public hearing on the Unlawful Loud or Unruly Gathering Ordinance pending review of the Ordinance by the Ad-Hoc Committee.

## **H. BUSINESS ITEMS**

Persons addressing the City Council using Zoom are asked to raise their hands using the Zoom feature. Those attending in person and wishing to address the Council may do so from the

podium. The Council may adopt reasonable regulations at the onset of each business item to facilitate public testimony. These regulations may include time limits. In the absence of such regulations, the item shall follow the protocol for Public Comments. Public comment on each of the following items is limited to what is described in the specific agenda item.

**H.1 Approve the Amended and Retitled City Council Administrative Policy No. 20-23 retitled as Prohibiting Discrimination, Harassment, and Retaliation**

Title/Recommendation

Adopt a Resolution approving the amended and retitled City Council Administrative Policy No. 20-23 retitled as Prohibiting Discrimination, Harassment, and Retaliation.

**H.2 Adopt a Resolution Approving the Employment Agreement between the City of Brentwood and Thomas Lloyd Smith**

Title/Recommendation

A Resolution Approving the Employment Agreement between the City of Brentwood and Thomas Lloyd Smith.

**H.3 Provide direction regarding 1) potential enhancement of Solid Waste collection services and 2) implementing lower water rates than were previously approved in the FY 2023/24 – 2027/28 Utility Rate Study**

Title/Recommendation

Provide direction regarding 1) potential enhancement of Solid Waste collection services and 2) implementing lower water rates than were previously approved in the FY 2023/24 – 2027/28 Utility Rate Study.

**H.4 Economic Development Grant Program: Priority Projects**

Title/Recommendation

Approve the attached resolution and proposed allocation of funds for the Economic Development Grant Program Priority Projects category and funding sources in the amount of \$72,512 for both FY 2026/27 and FY 2027/28; approve allocation of funds for the U-Pick Harvest Time in Brentwood (HTIB) Trail Map in the amount of \$10,000 for both FY 2026/27 and FY 2027/28 from the Agriculture Land Fund as recommended by the Land Use and Development Committee (“LUD”) and authorize the City Manager or designee to execute all grant and reimbursement documents.

**H.5 Introduction of City Council Administrative Policy No. 50-1, Naming/Dedication of City Facilities, and request for City Council discussion and direction**

Title/Recommendation

Receive and discuss Council Administrative Policy No. 501, Naming/Dedication of City Facilities, and provide direction to staff regarding any desired clarifications or amendments.

**H.6 Discussion and Direction on Prioritization of Future Agenda Item Requests (2024 to Present)**

Title/Recommendation

Provide direction on the prioritization of outstanding Future Agenda Item Requests submitted by City Council from 2024 to present.

**I. REQUEST FOR FUTURE AGENDA ITEMS - NEW REQUEST(S)**

Council Members wishing to have an agenda item placed on a future agenda shall make a request under this section of the agenda. These items will be included on the agenda for the next Council meeting

**J. ADJOURNMENT**

Any disclosable public records related to an agenda item for the open session of this meeting distributed to all or a majority of the City Council less than 72 hours before this meeting is available for inspection at City Hall, located at 150 City Park Way, during normal business hours. These writings will also be available for review at the City Council meeting in the public access binder in the entrance of the City Council Chambers.

Public comments received after 3:00 p.m. of the meeting date, but prior to the start of the

meeting, will be emailed to the City Council, posted online at [www.brentwoodca.gov/councilmeetingonline](http://www.brentwoodca.gov/councilmeetingonline) within one day following the meeting, and will be summarized in the meeting minutes.

The Closed Captioning provided via Zoom is auto generated. It is not the official record and is provided as a convenience.

If you challenge the any of the matters listed under 'Public Hearings' in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Brentwood City Council at, or prior to, the public hearing

#### NOTICE

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available at the City Hall parking lot. If you are a person with a disability and you need disability-related modifications or accommodations to participate in this meeting, please contact the City Clerk's Office at (925) 516-5440 or fax (925) 516-5441. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. {28 CFR 35.102-35, 104 ADA Title II}

#### POSTING STATEMENT

On April 24, 2026, a true and correct copy of this agenda was posted on the City Hall Bulletin Board, outside City Hall, 150 City Park Way, Brentwood, CA 94513 and at our website [www.brentwoodca.gov](http://www.brentwoodca.gov)

A complete packet of information is available for public review at City Hall or on our website at [www.brentwoodca.gov](http://www.brentwoodca.gov)



## SPECIAL CITY COUNCIL MINUTES

April 14, 2026, 5:30 p.m.

### A. CALL TO ORDER & ROLL CALL

Mayor Meyer called the meeting to order at 5:31 p.m.

Roll Call found the following members present: Pierson, Mendoza, Oerlemans, and Mayor Meyer.

Council Member Maloney was found absent at Roll Call and later joined the meeting at 5:35 p.m.

### B. PLEDGE OF ALLEGIANCE

Mayor Meyer led the Pledge of Allegiance.

### C. BUSINESS ITEMS

#### C.1 2026/27 – 2030/31 Capital Improvement Program Workshop

Sonia Agostini, Accounting Manager and Anju Pillai, Engineering Manager presented the item.

Mayor Meyer opened public comments.

Aaron Hill provided comments in support of the City adding additional pickleball courts throughout the City.

There being no additional speakers, Mayor Meyer closed public comments.

**Moved by:** Jovita Mendoza, Council Member

**Seconded by:** Pa'tanisha Pierson, Vice Mayor

The Council, by motion, directed staff to accept the CIP as presented with the following additions: add CIP project for a bathroom at Heron Park, move Walnut Park Improvements up to 26/27, move Lake Park Improvements back (to 29/30), leave Oak Meadow Park Improvements as it was listed in the agenda packet (26/27), move Caboose Park Improvements back by a year (to 27/28), and to continue efforts to move the Pickleball Courts from Creekside Park.

Ayes (5): Jovita Mendoza, Council Member, Susannah Meyer, Mayor, Pa'tanisha Pierson, Vice Mayor, Tony Oerlemans, Council Member, and Faye Maloney, Council Member

**Motion Approved (5 to 0)**

**D. PUBLIC COMMENTS**

There were no public comments.

**E. RECESS TO CLOSED SESSION**

**Moved by:** Faye Maloney, Council Member

**Seconded by:** Pa'tanisha Pierson, Vice Mayor

The Council, by motion, recessed to Closed Session at 6:28 p.m.

Ayes (5): Jovita Mendoza, Council Member, Susannah Meyer, Mayor, Pa'tanisha Pierson, Vice Mayor, Tony Oerlemans, Council Member, and Faye Maloney, Council Member

**Motion Approved (5 to 0)**

E.1 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

**F. ADJOURNMENT**

The Council reconvened from Closed Session at 7:13 p.m.

Mayor Meyer stated there was nothing to report out from Closed Session.

**Moved by:** Jovita Mendoza, Council Member

**Seconded by:** Faye Maloney, Council Member

The Council, by motion, adjourned the meeting at 7:14 p.m.

Ayes (5): Jovita Mendoza, Council Member, Susannah Meyer, Mayor, Pa'tanisha Pierson, Vice Mayor, Tony Oerlemans, Council Member, and Faye Maloney, Council Member

**Motion Approved (5 to 0)**

# PROCLAMATION

WHEREAS, the City of Brentwood, the Brentwood Lions Club, Heritage High School and Liberty Union High School have collaborated for the past sixteen years to offer the Youth in Government program to local high school seniors; and

WHEREAS, the City of Brentwood proudly recognizes the importance of engaging our students in civic life and fostering an early understanding of the democratic process; and

WHEREAS, programs such as Youth in Government empower students to develop leadership skills, critical thinking, and a commitment to public service; and

WHEREAS, the City of Brentwood celebrates the contributions, voices, and potential of its students, recognizing them as the next generation of leaders who will strengthen and guide our community; and

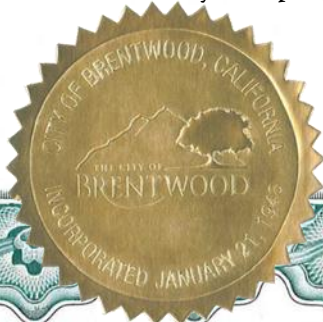
WHEREAS, the City of Brentwood deems it important to recognize and honor those students participating in the 2026 Youth in Government program.

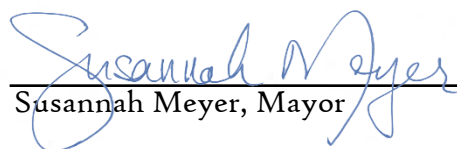
NOW, THEREFORE, BE IT PROCLAIMED that the City Council of the City of Brentwood does hereby recognize April 28, 2026 as

## YOUTH IN GOVERNMENT DAY

in the City of Brentwood, and encourages all residents to support and uplift the civic involvement of our students.

Dated this 28<sup>th</sup> day of April, 2026



  
\_\_\_\_\_  
Susannah Meyer, Mayor

# PROCLAMATION

WHEREAS, the City of Brentwood proudly celebrates the rich cultures, traditions, and histories of Asian American and Pacific Islander (AAPI) communities, whose contributions have helped shape the vibrant fabric of our nation and our local community; and

WHEREAS, AAPI Heritage Month offers an opportunity to honor generations of AAPI individuals who have strengthened our country through leadership, innovation, service, and a deep commitment to family and community; and

WHEREAS, the 2026 national observance highlights themes of growth, resilience, and expanding opportunities, recognizing the continued impact and rising voices of AAPI communities across all sectors of society; and

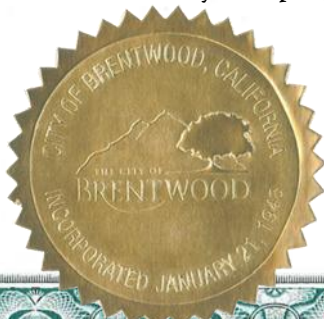
WHEREAS, the City of Brentwood values diversity, inclusion, and unity, and remains committed to fostering a welcoming environment where all cultures are celebrated and all residents can thrive.

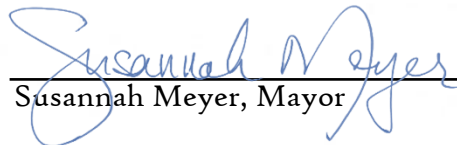
NOW, THEREFORE, BE IT PROCLAIMED that the City Council of the City of Brentwood does hereby recognize May 2026 as

## ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH

in the City of Brentwood, and encourages all residents to join in celebrating the heritage, achievements, and enduring contributions of AAPI communities with pride, appreciation, and optimism for the future.

Dated this 28<sup>th</sup> day of April, 2026



  
\_\_\_\_\_  
Susannah Meyer, Mayor

# PROCLAMATION

WHEREAS, the City of Brentwood is committed to ensuring the safety, resilience, and well-being of our community through the adoption and enforcement of modern building codes; and

WHEREAS, Building Safety Month, led nationally by the International Code Council, raises awareness about the importance of safe construction, fire prevention, disaster preparedness, and sustainable building practices; and

WHEREAS, the 2026 Building Safety Month theme encourages communities to take a proactive and positive approach to safety—highlighting innovation, preparedness, and the vital role of building professionals in protecting lives and property; and

WHEREAS, the dedicated efforts of our building officials, inspectors, engineers, contractors, and community members help ensure that Brentwood remains a safe, strong, and thriving place to live, work, and grow.

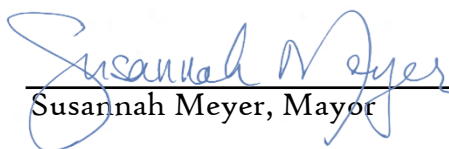
NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Brentwood hereby recognizes May 2026, as

## BUILDING SAFETY MONTH

in the City of Brentwood, and encourages all citizens to recognize the importance of building safety and to participate in activities that promote a safer, more resilient community.

Dated this 28<sup>th</sup> day of April 2026



  
\_\_\_\_\_  
Susannah Meyer, Mayor

# PROCLAMATION

WHEREAS, Jewish American Heritage Month is celebrated each May across the United States to honor the rich history, culture, and contributions of Jewish Americans who have helped shape our nation's civic, cultural, and economic life; and

WHEREAS, Jewish Americans have made enduring contributions in fields such as public service, science, education, arts, and business, reflecting a legacy of resilience, innovation, and commitment to community; and

WHEREAS, the 2026 national theme, "Sharing Stories, Building Bridges," highlights the importance of celebrating diverse voices and fostering understanding, unity, and mutual respect among all people; and

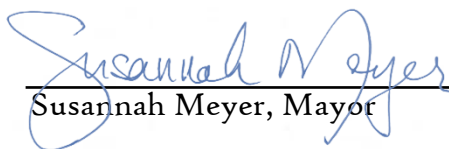
WHEREAS, the City of Brentwood values inclusivity and cultural awareness, and recognizes that learning from one another's histories strengthens our shared future and enriches the fabric of our community.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Brentwood hereby recognizes May 2026, as

## JEWISH AMERICAN HERITAGE MONTH

in the City of Brentwood, and encourages all residents to celebrate the vibrant heritage, traditions, and contributions of Jewish Americans through education, reflection, and community engagement.

Dated this 28<sup>th</sup> day of April 2026

  
\_\_\_\_\_  
Susannah Meyer, Mayor



# PROCLAMATION

WHEREAS, historic preservation strengthens community identity by honoring the people, places, and stories that have shaped Brentwood's past and continue to inspire its future; and

WHEREAS, preserving historic buildings and landmarks supports sustainable growth by conserving resources, encouraging adaptive reuse, and enhancing the character of our City; and

WHEREAS, Brentwood's heritage sites and cultural landscapes contribute to civic pride, education, and a shared sense of belonging across generations; and

WHEREAS, the national preservation movement, guided by the theme "People Saving Places," celebrates the power of communities working together to protect and revitalize the places that matter most.

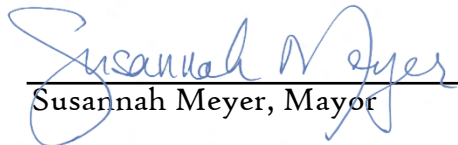
NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Brentwood hereby recognizes May 2026, as

## NATIONAL HISTORIC PRESERVATION MONTH

in the City of Brentwood, and encourages all residents to recognize, celebrate, and support the preservation of our historic and cultural resources.

Dated this 28<sup>th</sup> day of April 2026



  
\_\_\_\_\_  
Susannah Meyer, Mayor

# PROCLAMATION

WHEREAS, water is an essential part of life in Brentwood and across the nation, providing recreation, wellness, and community enjoyment through pools, lakes, rivers, and aquatic facilities; and

WHEREAS, National Water Safety Month promotes nationally recognized themes of drowning prevention, the importance of swim education for all ages, and the use of multiple layers of protection including supervision, barriers, and life-saving skills such as CPR; and

WHEREAS, communities are encouraged to strengthen awareness of safe behaviors around water, especially for children and vulnerable populations, to reduce preventable water-related injuries and fatalities; and

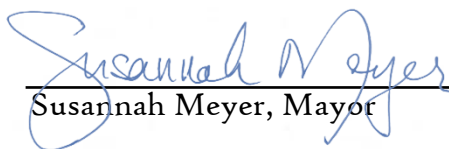
WHEREAS, through education, shared responsibility, and proactive safety practices, we can ensure that every resident has the opportunity to enjoy water activities safely, confidently, and with peace of mind.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Brentwood hereby recognizes May 2026, as

## NATIONAL WATER SAFETY MONTH

in the City of Brentwood, and encourages all residents to take part in learning, practicing, and promoting water safety throughout the month and beyond.

Dated this 28<sup>th</sup> day of April 2026

  
\_\_\_\_\_  
Susannah Meyer, Mayor



# PROCLAMATION

WHEREAS, older adults in the City of Brentwood are valued members of our community whose wisdom, experience, and lifelong contributions continue to enrich our civic, cultural, and economic life; and

WHEREAS, maintaining health, dignity, and independence in aging is supported through access to meaningful programs, services, and opportunities that promote well-being and social connection; and

WHEREAS, older Americans remain active participants in strengthening our community through volunteer service, mentorship, family support, and continued engagement in local life; and

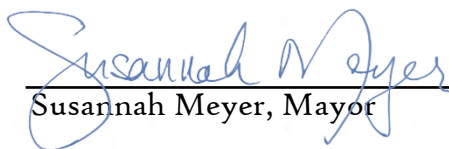
WHEREAS, the City of Brentwood proudly joins communities nationwide in recognizing Older Americans Month in May 2026, in alignment with the national theme designated by the Administration for Community Living (ACL), celebrating the many ways older adults contribute to and shape our society.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Brentwood hereby recognizes May 2026, as

## OLDER AMERICANS MONTH

in the City of Brentwood, and encourages all residents to recognize, celebrate, and support the older adults who help make our community strong, vibrant, and compassionate.

Dated this 28<sup>th</sup> day of April 2026

  
\_\_\_\_\_  
Susannah Meyer, Mayor



# PROCLAMATION

WHEREAS, water is one of our most vital natural resources, essential to the health, safety, and prosperity of the residents of Brentwood and communities across the nation; and

WHEREAS, the City of Brentwood is committed to responsible water stewardship, encouraging conservation practices that protect our local supply, safeguard our environment, and ensure reliability for future generations; and

WHEREAS, national water awareness efforts in 2026 continue to highlight themes of resilience, sustainability, and everyday conservation—echoing programs such as EPA WaterSense and other nationwide initiatives promoting efficient water use and watershed protection; and

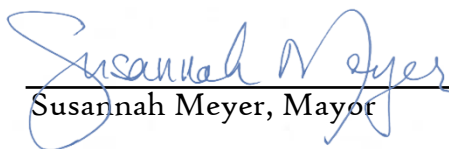
WHEREAS, Water Awareness Month provides an opportunity to celebrate our shared responsibility to use water wisely, appreciate the systems that deliver it safely, and inspire continued innovation and community action to preserve this precious resource.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Brentwood hereby recognizes May 2026, as

## WATER AWARENESS MONTH

in the City of Brentwood, and encourages all residents to join in efforts to conserve water and protect our natural resources with optimism, care, and community spirit.

Dated this 28<sup>th</sup> day of April 2026

  
\_\_\_\_\_  
Susannah Meyer, Mayor



# PROCLAMATION

WHEREAS, municipal clerks serve as the trusted stewards of local government records and proceedings, safeguarding transparency, accountability, and the public's right to access information in the City of Brentwood; and

WHEREAS, professional municipal clerks demonstrate exceptional expertise, dedication, and ongoing training in elections, records management, public meetings, and administrative support that ensure the effective functioning of democratic local government; and

WHEREAS, municipal clerks play a vital role in fostering public trust and engagement by providing responsive service, promoting civic participation, and adapting with resilience and innovation to the evolving needs of our community; and

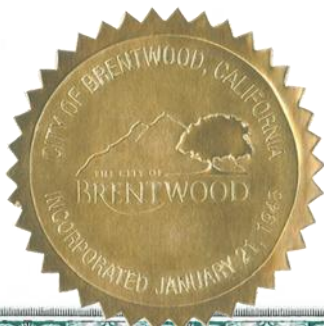
WHEREAS, Professional Municipal Clerks Week is nationally recognized and celebrated in alignment with the International Institute of Municipal Clerks' annual theme, which highlights the values of integrity, service, professionalism, and excellence in public service.

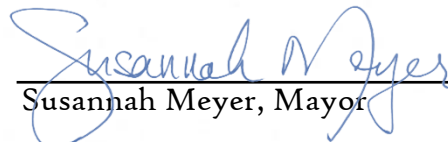
NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Brentwood hereby recognizes May 3-9, 2026, as

## PROFESSIONAL MUNICIPAL CLERKS WEEK

in the City of Brentwood, and encourages all residents to recognize and celebrate the indispensable contributions of municipal clerks to our local government and community well-being.

Dated this 28<sup>th</sup> day of April 2026



  
\_\_\_\_\_  
Susannah Meyer, Mayor

# PROCLAMATION

WHEREAS, teachers in Brentwood and across the nation play a vital role in shaping the minds, character, and future success of students through their dedication, creativity, and care; and

WHEREAS, educators continue to inspire lifelong learning by adapting to evolving classroom needs while fostering safe, inclusive, and engaging environments for all students; and

WHEREAS, National Teacher Appreciation Week is celebrated nationwide and, in 2026, is guided by themes of gratitude, professional respect, and strengthening public education in support of every learner's potential; and

WHEREAS, the City of Brentwood recognizes the profound and lasting impact teachers have on families, communities, and the future of our society, often going above and beyond each day with unwavering commitment and optimism.

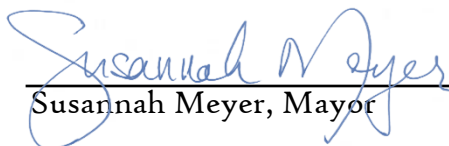
NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Brentwood hereby recognizes May 4–8, 2026, as

## NATIONAL TEACHER APPRECIATION WEEK

in the City of Brentwood, and encourages all residents to join in celebrating and honoring our outstanding educators for their invaluable contributions.

Dated this 28<sup>th</sup> day of April 2026



  
\_\_\_\_\_  
Susannah Meyer, Mayor

# PROCLAMATION

WHEREAS, nurses are the backbone of our healthcare system, providing skilled, compassionate care to individuals and families across every stage of life; and

WHEREAS, the City of Brentwood recognizes the extraordinary dedication, resilience, and professionalism nurses demonstrate daily in hospitals, clinics, schools, and community settings; and

WHEREAS, nurses continue to serve on the front lines of public health, promoting wellness, preventing illness, and offering comfort and healing with unwavering commitment; and

WHEREAS, National Nurses Day 2026, observed during National Nurses Week, aligns with the American Nurses Association's national theme emphasizing the vital contributions, leadership, and enduring spirit of the nursing profession.

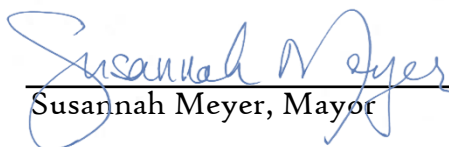
NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Brentwood hereby recognizes May 6, 2026, as

## NATIONAL NURSES DAY

in the City of Brentwood, and encourages all residents to recognize and celebrate the nurses who enrich our lives through their care, compassion, and service.

Dated this 28<sup>th</sup> day of April 2026



  
\_\_\_\_\_  
Susannah Meyer, Mayor

# PROCLAMATION

WHEREAS, the National Day of Prayer is an annual observance that invites Americans of all backgrounds to pause in reflection, gratitude, and hope for their communities and nation; and

WHEREAS, communities across the United States, including the City of Brentwood, come together in unity on this day to lift up prayers for peace, health, wisdom, and prosperity for all residents; and

WHEREAS, the 2026 National Day of Prayer theme, as designated by the National Day of Prayer Task Force, encourages citizens nationwide to focus their hearts and intentions on collective Hope, Healing, and Renewal; and

WHEREAS, Brentwood continues to be a vibrant and compassionate community where residents support one another and strive together toward a bright and flourishing future.

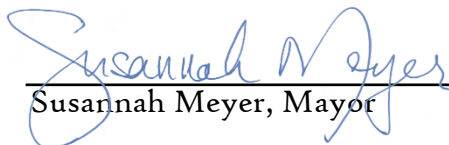
NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Brentwood hereby recognizes May 7, 2026, as

## NATIONAL DAY OF PRAYER

in the City of Brentwood, and encourages all residents to take part in this meaningful day of reflection, unity, and optimism.

Dated this 28<sup>th</sup> day of April 2026



  
\_\_\_\_\_  
Susannah Meyer, Mayor

# PROCLAMATION

WHEREAS, the City of Brentwood proudly joins communities across the nation in honoring the courage, dedication, and sacrifice of the men and women serving in the United States Armed Forces, both at home and abroad; and

WHEREAS, the strength of our nation is built upon the unwavering commitment of service members and their families, who support military readiness, resilience, and the defense of freedom; and

WHEREAS, National Armed Forces Week serves as a time of reflection and gratitude, recognizing all branches of the military and celebrating the values of duty, honor, and service that unite our country; and

WHEREAS, the 2026 national observance emphasizes appreciation for service members and their families, while highlighting continued commitment to unity, preparedness, and hope for a peaceful future.

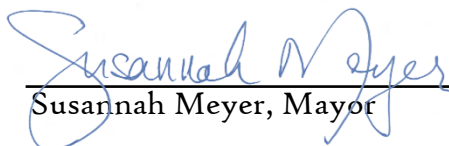
NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Brentwood hereby recognizes May 10-16, 2026, as

## NATIONAL ARMED FORCES WEEK

in the City of Brentwood, and encourages all residents to join in honoring and thanking those who serve our nation with distinction.

Dated this 28<sup>th</sup> day of April 2026



  
\_\_\_\_\_  
Susannah Meyer, Mayor

# PROCLAMATION

WHEREAS, the men and women of law enforcement serve with courage, integrity, and an unwavering commitment to protecting the safety and well-being of the residents of Brentwood and communities across the nation; and

WHEREAS, National Police Week 2026, observed May 10-16, honors the service and sacrifice of law enforcement officers, including those who have lost their lives in the line of duty, while also recognizing their families who share in that sacrifice; and

WHEREAS, this week is celebrated nationwide under the 2026 National Police Week observances, which emphasize remembrance, resilience, community partnership, and appreciation for those who uphold public safety; and

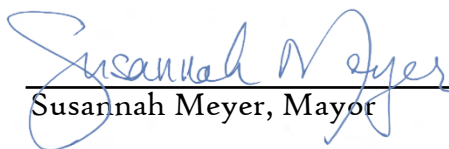
WHEREAS, the City of Brentwood proudly joins communities across the country in expressing gratitude and continued support for our police officers who work each day to foster safe, welcoming, and thriving neighborhoods.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Brentwood hereby recognizes May 10-16, 2026, as

## NATIONAL POLICE WEEK

in the City of Brentwood, and encourages all residents to recognize and honor the dedication and service of law enforcement professionals.

Dated this 28<sup>th</sup> day of April 2026

  
\_\_\_\_\_  
Susannah Meyer, Mayor



# PROCLAMATION

WHEREAS, communities across the nation celebrate Bike to Work Week each May as part of National Bike Month, encouraging residents to embrace bicycling as a fun, healthy, and sustainable mode of transportation; and

WHEREAS, the 2026 national theme, “Ride Smart, Ride Safe, Ride Together,” highlights the importance of safety, shared responsibility on our roadways, and building a stronger sense of community through cycling; and

WHEREAS, bicycling supports improved public health, reduces traffic congestion, enhances air quality, and contributes to a more vibrant and connected Brentwood; and

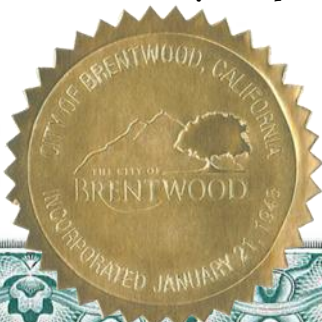
WHEREAS, the City of Brentwood is committed to promoting active transportation, expanding safe infrastructure, and encouraging residents of all ages and abilities to experience the many benefits of riding a bicycle.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Brentwood hereby recognizes May 11-17, 2026, as

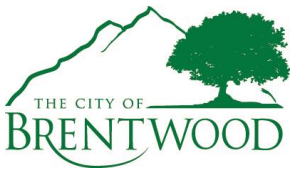
## BIKE TO WORK WEEK

in the City of Brentwood, and encourages all citizens to participate, ride safely, and enjoy the journey toward a healthier and more sustainable community.

Dated this 28<sup>th</sup> day of April 2026



*Susannah Meyer*  
\_\_\_\_\_  
Susannah Meyer, Mayor



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**SUBJECT:** Approve a Lease of 2nd Street Parking Lot and Amend the 2025/26 Operating Budget

**DEPARTMENT:** City Manager's Office

**STAFF:** G. Harold Duffey, City Manager  
Ricardo Noguera, Economic Development Manager

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### **TITLE/RECOMMENDATION**

Adopt a Resolution of the City Council of the City of Brentwood approving a Parking Lot Lease Agreement "Agreement" between DJA Properties, LLC and the City of Brentwood for the lease 715 and 739 2nd Street and amend the 2025/26 General Fund Operating Budget.

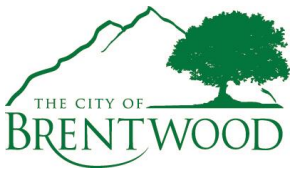
### **FISCAL IMPACT**

If the Agreement is approved, the total FY 2025/26 cost would be \$38,000 (includes fencing costs, but excludes any insurance premium increase). The total Agreement and ancillary cost with optional extensions would be \$92,000 for the two-year term. The cost of the Agreement would be funded by the General Fund, which would require a budget amendment of \$38,000 for the FY 2025/26 costs. Since the City utilizes a "pooled insurance system", it is too early to determine what the City will be paying for insurance for this property.

The terms of the Agreement require that the first six month's rent of \$18,000 be paid within 30 days of approval of the lease agreement. The Agreement includes an option for the City to extend the term of the Agreement for up to three additional six-month periods, during which rent would be due on a monthly basis.

The Agreement requires that within ten days of commencement of the lease that the City installs fencing on the property boundary Oak Street. The estimated cost to install this fencing is \$20,000.

The Agreement also requires that the City's insurance coverage apply on a primary basis to the rented parcels and that the Owner be included as "added insured". The estimated cost for this coverage will be determined in the next few weeks.



The total cost of the Agreement by fiscal year is summarized below:

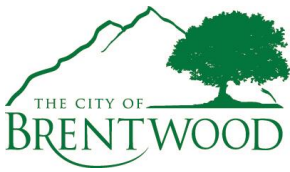
<b>Agreement Cost by Fiscal Year</b>	<b>General Fund Cost</b>
FY 2025/26 Six month's rent 30 days after approval	\$18,000
FY 2025/26 Estimated Fencing Cost	\$20,000
FY 2025/26 Estimated Insurance Cost	TBD
<b>FY 2025/26 Total Cost</b>	<b>\$38,000</b>
FY 2026/27 (Monthly rent beginning 11/1/2026)	\$24,000
FY 2026/27 Estimated Insurance Cost	TBD
<b>FY 2026/27 Total Cost</b>	<b>\$24,000</b>
FY 2027/28 (Monthly rent ending 4/30/2028)	\$30,000
FY 2027/28 Estimated Insurance Cost	TBD
<b>FY 2027/28 Total Cost</b>	<b>\$30,000</b>
<b>Total Agreement Cost with Optional Extensions</b>	<b>\$92,000</b>

If the Agreement is approved, the FY 2025/26 Operating Budget would need to be amended by \$38,000 and the FY 2026/27 and FY 2027/28 costs would be included in the draft 2026/27 – 2027/28 Operating Budget presented in June of 2026 for consideration of adoption by the City Council. Due to timing constraints these additional costs would not be included in the draft Operating Budget to be presented in May at the City Council Operating Budget workshop.

**BACKGROUND**

The City is seeking to lease this strategically located parcel immediately across the street from City Hall and City Park. The intent of leasing this 16,250 square foot property (2 parcels) is to preserve the lots for events and activate the property with programming that aligns with the Downtown Specific Plan, focused on entertainment and recreational use. This should preserve the flexibility while adding meaningful value to downtown.

The City's Park and Recreation Department is also planning to utilize the space to support Juneteenth and Music in the Park, while also expanding activities for the family-oriented downtown environment. There is also discussion about creating a "Winter Market" to support the sale of goods and foods/drinks in kiosks during the holiday season. Specifics related to the Winter Market are still being discussed but the thought is to create a dynamic holiday wonderland where locals and visitors alike will be drawn to Downtown and this site in particular to enjoy a festive environment.



Ultimately, the goal is to draw visitors to the Downtown area and support area businesses during the holiday season.

### **CITY COUNCIL STRATEGIC INITIATIVE**

One of the City’s key initiatives in promoting Economic Development is to establish a “Winter Market”. As part of this effort, the Council has directed staff to develop a Downtown Winter Market program designed to attract visitors, support local businesses, and enhance holiday tourism.

The City’s goal is to develop a Winter Market inspired by traditional European-style holiday markets, featuring festive lighting, tasteful seasonal decorations, and vendor booths that activate the down streets and public spaces.

The City Council has established a Winter Market Council Committee to provide policy guidance. Staff will convene bi-weekly coordination meetings with the committee to review concepts, provide progress updates, and receive direction throughout the planning process.

### **PREVIOUS ACTION**

Previous Action by the City Council is included on Attachment 1.

### **DATE OF NOTICE**

Not Applicable.

### **ENVIRONMENTAL DETERMINATION**

Not Applicable.

### **ALTERNATIVE OPTION(S)**

Alternative Options to the Staff Recommendation:

1. Do not approve staff’s recommendation.
2. Modify staff’s recommendation based on legally defensible findings.
3. Continue item with direction for staff to return with additional information.

### **ATTACHMENT(S)**

1. Resolution No.
2. Previous Actions
3. Draft Lease Agreement
4. Aerial of Site

## RESOLUTION NO. 2026-XX

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENTWOOD APPROVING A PARKING LOT LEASE AGREEMENT BETWEEN DJA PROPERTIES, LLC AND THE CITY OF BRENTWOOD FOR THE LEASE OF 715 AND 739 2<sup>ND</sup> STREET AND AMENDING THE 2025/26 GENERAL FUND OPERATING BUDGET IN THE AMOUNT OF \$38,000**

**WHEREAS**, on June 26, 2002, by authority under the Purchasing Policy, the City Manager entered into a three-year lease for real property identified as portions of 715 and 739 Second Street and 219 Oak Street, further identified as Assessor Parcel Numbers (APN) 013-080-005, 006 & 008, generally located on the south side of Second Street across from the City Park; and

**WHEREAS**, on November 12, 2002, by Resolution No. 2739, City Council awarded a contract to construct the Second Street Parking Lot, CIP Project No. 336-3135; and

**WHEREAS**, on June 14, 2005, by Resolution No. 2005-143, City Council adopted the 2005/06 – 2006/07, Operating Budget to reflect the rental increase of an additional \$5,000 in FY 2005/06 and an additional \$5,900 in FY 2006/07; and

**WHEREAS**, on June 28, 2005, the City Council approved the renewal of a parking lot lease with Gill E.F. Trust, for the 2<sup>nd</sup> Street Parking Lot and amended the 2005/06 – 2006/07 Operating Budget to reflect this increase. This renewal is for real property identified as portions of 715 and 739 Second Street and 219 Oak Street, further identified as APN 013-080-005, 006 & 008.

**WHEREAS**, on August 12, 2008, by Resolution No. 2008-204, City Council approved and authorized the City Manager or designee to execute the lease agreement between the Gill E.F. Trust and the City of Brentwood for the 2<sup>nd</sup> Street Parking Lot; and

**WHEREAS**, on July 11, 2018, Amendment No. 1 to the Sublease was executed, extending, pursuant to Section 3 of the Sublease, the term of the Sublease for an additional twelve months; and

**WHEREAS**, on July 1, 2019, the Parties desired to retroactively extend the extended term of the Sublease; and

**WHEREAS**, on July 22, 2019, and effective as of the 1<sup>st</sup> day of July, 2019, retroactively extending the Parking Lot Subleases (the Subleases) by and between DJA Properties, LLC (Landlord), Tom Gregory (Tenant), and the City of Brentwood, a municipal corporation of the State of California (Subtenant) (collectively, the "Parties");

**WHEREAS**, on April 28, 2026, DJA Properties, LLC (Landlord) and the City of Brentwood (Tenant), a municipal corporation of the State of California (Tenant), hereby agree to a six-month lease of a parking lot with the following assessor parcel numbers:

1. 013-080-005-5 (9.75k square feet)
2. 013-080-006-3 (6.5k square feet)

For the monthly fee of \$3,000, with the initial six (6) months' rent to be paid in full within thirty (30) days of Council's approval of the lease, and with up to three (3) six-month extensions at the sole discretion of the Tenant upon written notice to Landlord given at least thirty (30) days prior to the expiration of the then-current term; and

**WHEREAS**, the City is also responsible for installing a fence on the northern and western edges of the owner's Oak Street property and listing the owner as added insured as part of the costs commercial liability insurance.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Brentwood does hereby approve the Parking Lot Lease Agreement between DJA Properties, LLC and the City of Brentwood for the lease of 715 and 739 2nd Street and amend the 2025/26 General Fund Operating Budget in the amount of \$38,000.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Brentwood at a regular meeting held on the 28th day of April 2026, by the following vote:

## PREVIOUS ACTION

Previous actions related to this agenda item that were taken by the Council are listed below. To view prior actions and materials, and Brentwood Municipal Code references in the staff report, as applicable:

- Visit [www.brentwoodca.gov/meetings](http://www.brentwoodca.gov/meetings), and select the meeting date(s) desired to see the reference materials and videos.
- Visit [www.brentwoodca.gov/municipalcode](http://www.brentwoodca.gov/municipalcode) to research references to the Brentwood Municipal Code and search by the code section(s) cited.

On June 26, 2002, by authority under the Purchasing Policy, the City Manager entered into a three-year lease for real property identified as portions of 715 and 739 Second Street and 219 Oak Street, generally located on the south side of Second Street across from the City Park.

On November 12, 2002, by Resolution No. 2739, City Council awarded a contract to construct the Second Street Parking Lot, CIP Project No. 336-3135.

On June 14, 2005, by Resolution No. 2005-143, City Council adopted the 2005/06 – 2006/07, Operating Budget to reflect the rental increase of an additional \$5,000 in FY 2005/06 and an additional \$5,900 in FY 2006/07.

On June 28, 2005, the City Council approved the renewal of a parking lot lease with Gill E.F. Trust, for the 2<sup>nd</sup> Street Parking Lot and amended the 2005/06 – 2006/07 Operating Budget to reflect this increase. This renewal is for real property identified as portions of 715 and 739 Second Street and 219 Oak Street.

On August 12, 2008, by Resolution No. 2008-204, City Council approved and authorized the City Manager or designee to execute the lease agreement between the Gill E.F. Trust and the City of Brentwood for the 2<sup>nd</sup> Street Parking Lot.

On July 11, 2018, Amendment No. 1 to the Sublease was executed, extending, pursuant to Section 3 of the Sublease, the Term of the Sublease for an additional twelve months.

On July 1, 2019, the Parties desired to retroactively extend the Extended Term of the Sublease.

On July 22, 2019, and effective as of the 1st day of July, 2019, retroactively extending the Parking Lot Subleases (the Subleases) by and between DJA Properties, LLC (Landlord), Tom Gregory (Tenant), and the City of Brentwood, a municipal corporation of the State of California (Subtenant/collectively, the "Parties").

On November 12, 2025 the City Council directed staff to consider Economic Development Grant funds from FY 2026/27 to support a future Winter Market. This included developing a proposal for funding, planning and implementation of a Winter

Market utilizing Economic Development Grant funds; establishing a Winter Market Planning Committee including the Mayor, Council Member Mendoza and designated city staff. Local businesses and business organizations would also participate in the process of recruiting and selecting market vendors. A Marketing and Outreach Plan will also be developed to drive regional tourism from across the San Francisco Bay Area. Staff were directed to return with a budget, time-line and partnership plan for Council's approval.



2nd Street Parking lot

**PARKING LOT LEASE AGREEMENT**  
**[715 and 739 2<sup>nd</sup> Street]**

This Parking Lot Lease (the "Lease") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2026, and effective as of the 1<sup>st</sup> day of May 2026, by and between DJA Properties, LLC ("Landlord") and the City of Brentwood, a municipal corporation of the State of California ("Tenant"). Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

1. Premises. The Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, that certain real property owned by Landlord in the City of Brentwood, Contra Costa County, California, commonly known as 715 and 739 2<sup>nd</sup> Street, parcel numbers 013-080-006 and 013-080-005 (the "Premises").

2. Use. Tenant shall have the exclusive right to use the Premises for public parking and related incidental uses, including but not limited to tent sales, food truck transactions, or craft fairs. Landlord shall ensure the access points to the Premises remain open, unobstructed, and accessible to Tenant at all times during the term of the Lease. Tenant's use shall include any lawful governmental or municipal purpose, including without limitation public parking, events, staging, storage, or temporary uses as determined by Tenant in its sole discretion. Landlord acknowledges and agrees that the temporary use of the Premises may occasionally include the use of areas beyond the parking stalls for tent sales, food truck transactions, craft fairs, etc., and may be used for any valid municipal purpose.

3. Term. The term of this Lease shall commence on May 1, 2026, ("Commencement Date") and shall terminate on October 31, 2026. Notwithstanding the foregoing, Tenant shall have the option to extend the term for up to three additional extension periods of six months each, upon written notice to Landlord given at least thirty (30) days prior to the expiration of the then-current term. Any such extension shall be subject to Landlord's approval, which shall not be unreasonably withheld, conditioned, or delayed. Landlord shall approve or deny such extension within five (5) days after receipt of Tenant's written notice, and failure to respond within such period shall be deemed approval. All extensions shall be on the same terms and conditions set forth in this Lease, unless otherwise agreed in writing by the Parties.

4. Rent. Tenant shall pay to Landlord monthly rent in the amount of three thousand dollars (\$3,000). Within thirty (30) days following City Council approval of this Lease, Tenant shall pay to Landlord an amount equal to six (6) months' rent, or eighteen thousand dollars (\$18,000), which shall be applied to the first six (6) months of the term. Notwithstanding the foregoing, Tenant's payment obligations are contingent upon annual appropriation of funds by the City Council. In the event funds are not appropriated, Tenant may terminate this Lease without penalty upon providing at least sixty (60) days written notice to Landlord. Rent shall be due and payable on the first day of each month during the term period.

5. Taxes and Assessments. Landlord shall be responsible for payment of all real property taxes, assessments, and other charges levied against the Premises or improvements located thereon.

6. Utilities. There are currently no utility services to the Premises. However, Tenant shall have the right, at its sole cost and expense, to install utilities to the Premises if necessary for its uses.

7. Insurance. Tenant shall maintain a program of self-insurance or participation in a municipal risk pool providing general liability coverage with limits of not less than \$2,000,000. Such coverage shall apply on a primary basis to the extent applicable to Tenant's coverage program. Tenant shall cause Landlord to be named as an additional insured with respect to liability arising out of Tenant's use and occupancy of the Premises.

8. Repairs and Maintenance.

A. Tenant Responsibilities. At all times during the term, Tenant shall, at its cost and expense, conduct routine maintenance, including maintaining the Premises in a clean and orderly condition, ensuring adequate surface conditions, and fixing any damage resulting from Tenant's use. Tenant may install and maintain temporary improvements such as striping, signage, posts, or any items necessary for Tenant's uses. Tenant shall have no obligation to make structural repairs or remediate hazardous conditions. Within ten (10) days of commencement of the term of this Lease, Tenant is responsible for installing and maintaining a barricade on the Oak Street property along the boundary abutting the two parcels subject to this Lease, as shown in Exhibit "A," attached hereto and incorporated herein.

B. Landlord Responsibilities. Landlord shall be responsible for all structural repairs, subsurface conditions, and hazardous materials not caused by Tenant. Landlord shall be solely responsible for compliance with state and federal environmental reporting, disclosure and clean-up laws to the extent applicable.

9. Assignment and Subletting. Tenant shall not voluntarily assign or otherwise transfer its interest in this Lease without Landlord's consent, which consent will not be unreasonably withheld.

10. Default. The occurrence of any one or more of the following events shall constitute a default under this Lease:

- A. Failure of Tenant to pay an installment of rent when due;
- B. Failure of either Party to perform any obligation required under this Lease; or
- C. Breach of any other specific provision of this Lease.

11. Remedies in Event of Default. In the event a default occurs due to the failure of the Tenant to make the payment of any installment of rent when due, and in the event Tenant fails to remedy such default within ten (10) days after written notice from Landlord specifying the nature of such default, then Landlord shall have the right to terminate this Lease by providing written notice to Tenant. In the event a default occurs due to breach of any other specific provision of this Lease, the defaulting Party shall have thirty (30) days after receipt of written notice to cure such non-monetary default, or such longer period as may be reasonably necessary to effect such cure, so long as the defaulting Party commences cure within such thirty (30) day period and diligently prosecutes the same to completion.

12. Ownership of Improvements. At the expiration of this Lease, any improvements installed by Tenant may be removed by Tenant prior to expiration. However, Tenant shall have no obligation to remove improvements unless specifically requested by Landlord at least thirty (30) days prior to expiration. Any improvements not removed shall become the property of the Landlord.

13. Miscellaneous.

A. Attorney's Fees. In the event any action or proceeding is initiated by either Party against the other Party to enforce, or for the breach of, any of the terms, covenants or conditions contained in this Lease, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party, as determined by the court, except as otherwise required by applicable law.

B. Waiver. No waiver of any breach of any of the terms, covenants, restrictions or conditions of this Lease shall be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions hereof.

C. Lease Binding Upon Successors and Assigns. Subject to the limitations on assignment and subleasing, each of the terms, covenants and conditions of this Lease shall extend to and be binding on and inure to the benefit of not only Landlord and Tenant, but each of their successors and assigns. Whenever in this Lease reference is made to Landlord or Tenant, the reference shall be deemed to include, wherever applicable, the successors and assigns of such Parties the same as if in every case expressed.

D. Entire Agreement. This Lease contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other previous agreement, statement or promise made by any Party hereto with respect to the matters covered hereby, and no other previous agreement, statement or promise made by any Party hereto which is not contained herein shall be binding or valid.

E. Indemnification. To the extent permitted by law:

- Tenant shall indemnify and hold harmless Landlord from claims arising from Tenant's use of the Premises, except to the extent caused by Landlord's negligence or willful misconduct.
- Landlord shall indemnify and hold harmless Tenant from claims arising from (i) the condition of the Premises, (ii) Landlord's ownership, maintenance or failure to comply with laws, and (iii) any pre-existing environmental condition.
- Nothing in this Lease shall be construed as a waiver of Tenant's governmental immunities under applicable law.

14. Payments and Notices. Any notice to be given or other document to be delivered by either Party to the other Party may be given by personal delivery or may be deposited in the United States mail in the State of California, with first-class postage pre-paid, and addressed to the Party for whom intended as follows:

TO LANDLORD:  DJA Properties, LLC 8415 S. Valentine Ave. Fresno, CA 93706	TO TENANT:  City of Brentwood Attn: City Manager 150 City Park Way Brentwood, CA 94513
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Any Party may, by written notice to the other Party, designate a different address, which shall be substituted for the one specified above. If any notice or other document is sent by registered or certified mail, as provided above, the same shall be deemed served or delivered seventy-two (72) hours after the mailing thereof.

15. Agreement Signed in Counterparts. This Lease may be signed by the Parties in one or more counterparts, each of which shall be deemed the original, and all of which together shall constitute one and the same instrument, and the signature pages combined to create one document binding on both Parties.

16. Existing Environmental Condition of Premises. Landlord represents that, to its knowledge, there are no hazardous materials on the Premises and the Premises are in compliance with applicable environmental laws, except as disclosed in writing. Landlord shall remain responsible for any preexisting environmental conditions, whether known or unknown, and any required remediation. Tenant shall be

responsible for any environmental contamination or release of hazardous materials caused by Tenant or its agents in connection with Tenant's use of the Premises during the term. Tenant and Landlord shall comply with all applicable environmental laws and regulations in connection with the use and operation of the Premises.

Tenant understands and acknowledges that the Premises are subject to certain testing and remediation requirements by the California Regional Water Quality Control Board, Central Valley Region. Tenant agrees to allow Landlord to access the Premises throughout the term of the Lease in order to comply with certain regulatory requirements, including, without limitation, testing, repairing, maintaining or monitoring wells on the Premises and/or installing testing, repairing, maintaining or monitoring new monitoring wells on the Premises. Landlord shall indemnify Tenant for any regulatory action or cleanup obligation.

IN WITNESS WHEREOF, the Parties execute this Lease as follows:

LANDLORD:  
DJA Properties, LLC

TENANT:  
City of Brentwood:

\*By: \_\_\_\_\_

By: \_\_\_\_\_  
G. Harold Duffey, City Manager

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\*\*By: \_\_\_\_\_

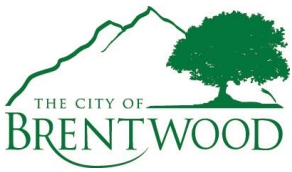
By: \_\_\_\_\_  
Amanda McVey, City Clerk

Printed Name: \_\_\_\_\_

APPROVED AS TO FORM:

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas Lloyd Smith, Interim City Attorney



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**SUBJECT:** Award of contract to Consolidated Engineering Inc. for the Pavement Management Program 2026 (Asphalt), CIP Project No. 336-31705

**DEPARTMENT:** Engineering

**STAFF:** Allen Baquilar, Director of Engineering/City Engineer  
Anju Pillai, Engineering Manager  
Brant Wilson, Associate Civil Engineer

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### **TITLE/RECOMMENDATION**

Adopt a Resolution approving the contract documents, awarding the bid, and authorizing the City Manager or designee to execute a contract and necessary documents for the Pavement Management Program 2026 (Asphalt), CIP Project No. 336-31705, ("Project") with Consolidated Engineering Inc. as the lowest responsible and responsive bidder in the amount of \$1,929,999, plus a contingency of \$482,500 (25%), for a total funding authorization not to exceed amount of \$2,412,499.

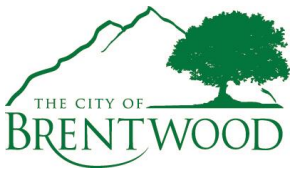
### **FISCAL IMPACT**

The total contract amount with Consolidated Engineering Inc. is \$1,929,999, plus a contingency of \$482,500 (25%), for a total funding authorization not-to-exceed amount of \$2,412,499.

The funds for this Project are included in the 2025/26–2029/30 Capital Improvement Program ("CIP"). Funding for the Project is from the General Fund and Road Maintenance and Rehabilitation Account ("RMRA") funds.

The contractor's scope of work also covers the Trail Pavement Management Project, which is funded by the General Fund and Measure J funds.

There is sufficient Project budget to award the cost of the contract plus a 25% contingency.



## **BACKGROUND**

The streets and locations proposed for rehabilitation this year are identified on the attached list (Attachment 3). This list reflects the segments recommended for improvement as part of the City's ongoing pavement management efforts and available funding for the current fiscal year.

The process for selecting streets for resurfacing is based on several factors intended to maintain the safety and quality of the City's roadway network. Streets are prioritized using the Pavement Condition Index ("PCI"), which measures pavement condition; streets with lower PCI scores are generally given higher priority for rehabilitation.

Staff also considers the time since a street segment or neighborhood was last rehabilitated, with those having gone the longest without rehabilitation prioritized. Project cost is another key factor, as staff aim to maximize the overall benefit of available funding while addressing the most critical needs.

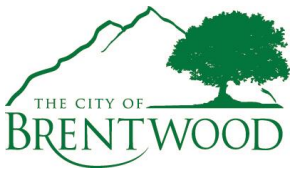
Furthermore, staff takes into account the functional importance of each street, such as, its role in traffic circulation, access to key destinations, and overall community connectivity.

By balancing these criteria, staff ensures that the streets in greatest need of attention are addressed first, promoting a safer, and more efficient transportation system for all.

This Project scope includes removing and replacing damaged pavement, resurfacing streets, repairing areas with significant wear, sealing cracks to prevent further damage, and applying a protective slurry seal to extend the life of the pavement. The Project will also include repainting lane lines and street markings, replacing pavement markers, and adjusting utility covers such as manholes and valves so they are level with the new street surface.

Using the same selection process, this Project will also rehabilitate a City-owned parking lot and City-maintained pedestrian/bicycle trail, consistent with the Trail Pavement Management Project.

The Project was advertised on February 27, 2026, and bids were opened on March 25, 2026. The following eight bids were received:



<b>Bidder</b>	<b>Bid Amount</b>
Consolidated Engineering, Inc.	\$1,929,999.00
Rapid Grading Services	\$2,007,937.30
Mountain Cascade Inc.	\$2,098,530.00
Knife River Construction	\$2,164,187.00
Bay Cities Paving & Grading, Inc.	\$2,175,026.00
Ghilotti Bros, Inc.	\$2,236,636.00
Radius Earthwork, Inc.	\$2,254,350.25
United Pavement Maintenance	\$2,725,748.00

Staff reviewed the bids received and are recommending the award of the contract to Consolidated Engineering, Inc. as the lowest responsible and responsive bidder for the Project, following consideration of a protest submitted by the second lowest bidder, Rapid Grading Services (RGS). Following consultation with the City Attorney’s office, a response to the bid protest was submitted in writing to RGS (see Attachment 5), to which RGS acknowledged receipt, and thanked the City for the update.

**CITY COUNCIL STRATEGIC INITIATIVE**

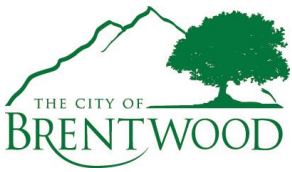
Not Applicable.

**PREVIOUS ACTION**

Previous action by the City Council is included in Attachment 1.

**ENVIRONMENTAL DETERMINATION**

The Project is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15301(c) (Existing Facilities) of the CEQA Guidelines. A Notice of Exemption was filed with the Contra Costa County Clerk Recorder on February 25, 2026. There is no substantial evidence that the Project would result in a significant environmental effect, and none of the exceptions set forth in CEQA Guidelines Section 15300.2 apply.



**ALTERNATIVE OPTION(S)**

1. Do not approve staff's recommendation.
2. Modify staff's recommendation based on legally defensible findings.
3. Continue the item with direction for staff to return with additional information.

**ATTACHMENT(S)**

1. Previous Action
2. Resolution
3. List of Locations
4. Contract
5. City's Bid Protest Response
6. CIP Project Sheet

## **PREVIOUS ACTION**

Previous actions related to this agenda item that were taken by the Council are listed below. To view prior actions and materials, and Brentwood Municipal Code references in the staff report, as applicable:

- Visit [www.brentwoodca.gov/meetings](http://www.brentwoodca.gov/meetings), and select the meeting date(s) desired to see the reference materials and videos.
- Visit [www.brentwoodca.gov/municipalcode](http://www.brentwoodca.gov/municipalcode) to research references to the Brentwood Municipal Code and search by the code section(s) cited.

On July 22, 2025, by Resolution No. 2025-82, the City Council adopted the 2025/26 – 2029/30 Capital Improvement Program, which included the Project.

**RESOLUTION NO. 2026-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENTWOOD APPROVING THE CONTRACT DOCUMENTS, AWARDING THE BID AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A CONTRACT AND NECESSARY DOCUMENTS FOR THE PAVEMENT MANAGEMENT PROGRAM 2026 (ASPHALT), CIP PROJECT NO. 336-31705, WITH CONSOLIDATED ENGINEERING, INC. AS THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER IN THE AMOUNT OF \$1,929,999.00, AND AUTHORIZING A CONSTRUCTION CONTINGENCY IN THE AMOUNT OF \$482,500 (25%), FOR A TOTAL FUNDING AUTHORIZATION NOT TO EXCEED AMOUNT OF \$2,412,499**

**WHEREAS**, on July 22, 2025, by Resolution No. 2025-82, the City Council adopted the 2025/26 – 2029/30 Capital Improvement Program, which included the Pavement Management Program 2026, CIP Project No. 336-31705 (“Project”); and

**WHEREAS**, this Project will resurface streets throughout the City and includes pavement rehabilitation through reconstruction, grind and overlay, dig-outs, crack sealing, and slurry sealing and also includes replacing traffic striping, legends, and pavement markers, as well as lowering and adjusting existing utility covers to final grade; and

**WHEREAS**, this Project will also rehabilitate a City-owned parking lot and City-maintained pedestrian/bicycle trail, consistent with the Trail Pavement Management Project; and

**WHEREAS**, the Project was advertised on February 27, 2026, and a total of eight bids were received and opened on March 25, 2026; and

**WHEREAS**, staff reviewed the bids received and recommends the award of the contract for the Project to Consolidated Engineering, Inc. for submitting the lowest responsible and responsive bid, following consideration and rejection of, a protest submitted by the second lowest bidder, Rapid Grading Services; and;

**WHEREAS**, the City Council finds that Consolidated Engineering, Inc. is the lowest responsible and responsive bidder, and that award of the contract is consistent with the City’s bidding requirements and in the best interests of the City; and

**WHEREAS**, the Project is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Sections 15301(c), and a Notice of Exemption was filed on February 25, 2026, and none of the exceptions set forth in CEQA Guidelines Section 15300.2 apply.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Brentwood does hereby approve the contract documents, award the bid and authorize the City Manager or designee to execute a contract and necessary documents for the Pavement Management Program 2026 (Asphalt), CIP Project No. 336-31705, with Consolidated Engineering, Inc. as the lowest responsible and responsive bidder in the amount of \$1,929,999, and authorize a construction contingency in the amount of \$482,500(25%), for a total funding authorization not to exceed amount of \$2,412,499.

**BE IT FURTHER RESOLVED** that the City Manager or designee is authorized to approve construction change orders consistent with the contract documents and within the approved contingency amount.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Brentwood at a regular meeting held on the 28th day of April 2026 by the following vote:

**Attachment 3 - List of Locations**  
**Pavement Management Program 2026 (Asphalt)**

This Project will resurface streets throughout the City, which consists of:

**Reconstruction**

Anderson Lane from Ascot Pl to City Limits  
Lone Oak Road and Caper Dr

**Grind and Overlay**

Central Boulevard from Fairview Ave to Valley Green Dr  
Balfour Road at Walnut  
Garin Parkway from Chestnut St to Oak St  
Jeffrey Way (near Lone Tree Way)

**Dig Outs**

1436 Legend Ln  
802 Monterosa Ct  
1640 Lillian St  
O'Hara Ave (near Adams Ln)  
O'Hara Ave (near Sassafras Dr)  
1596 Cherry Blossom Ct  
151 Wexford St  
1491 Dawnview Dr

**Slurry Seal**

Slurry Seal of the following neighborhoods:  
8416 – Sunset Crossing  
7059 – Horizon Collection at Sand Creek I  
7915 – Horizon Collection at Sand Creek II  
7944 – Edgewood V  
7433 – Edgewood IV  
7432 – Edgewood III  
6811 – Solana  
7856 – Edgewood IIA  
6805 – Edgewood I  
7276 – Edgewood II  
8661 – Stonehaven

**Crack Seal**

Lone Tree Way from Empire Ave to Fairview Ave

## Contract

This public works contract ("Contract") is entered into by and between the City of Brentwood ("City") and Consolidated Engineering, Inc. ("Contractor"), for work on the Pavement Management Program 2026 (Asphalt), CIP Project No. 336-31705 Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On April 28, 2026, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below. City has elected to include the following Project alternate(s) in the Contract: No Alternates
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, including this Contract.
  - 2.1 Notice Inviting Bids;
  - 2.2 Instructions to Bidders;
  - 2.3 Addenda, if any;
  - 2.4 Bid Proposal and attachments thereto;
  - 2.5 Contract;
  - 2.6 Payment and Performance Bonds;
  - 2.7 General Conditions;
  - 2.8 Special Conditions;
  - 2.9 Project Plans and Specifications;
  - 2.10 Change Orders, if any;
  - 2.11 Notice of Potential Award;
  - 2.12 Notice to Proceed; and
  - 2.13 The following: No other documents
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.
4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$1,929,999 ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 70 calendar days from the start date set forth in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$2,500 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

**7. Labor Code Compliance.**

**7.1 General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.

**7.2 Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.

**7.3 DIR Registration.** City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.

**8. Workers' Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 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 on this Contract."

**9. Conflicts of Interest.** Contractor, its employees, Subcontractors, and agents may not have, maintain, or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.

**10. Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

**11. Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

**City:**  
City of Brentwood  
Engineering Department  
150 City Park Way, Brentwood, CA 94513  
(925) 516-5420  
Attn: Brant Wilson, PE, Associate Civil Engineer  
[bwilson@brentwoodca.gov](mailto:bwilson@brentwoodca.gov)

**Contractor:**

Name: Consolidated Engineering, Inc.  
Address: P.O. Box 701  
City/State/Zip: Valley Springs, CA 95252  
Phone: (925) 752-5366  
Attn: Casey Curtin  
Email: [casey@conenginc.net](mailto:casey@conenginc.net)

**12. General Provisions.**

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Contra Costa County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Contra Costa County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code § 313.
- 12.9 Digital/Electronic Signatures.** Using a City-approved method, this Contract may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Contract will be construed as the Parties' consent to do business electronically.

*[Signatures are on the following page.]*

The parties agree to this Contract as witnessed by the signatures below:

**CITY:**

Approved as to form:

s/ \_\_\_\_\_

s/ \_\_\_\_\_

G. Harold Duffey, City Manager

Thomas Lloyd Smith, Interim City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

s/ \_\_\_\_\_

Amanda McVey, City Clerk

Date: \_\_\_\_\_

**CONTRACTOR:** Consolidated Engineering, Inc.  
Business Name

s/ \_\_\_\_\_

Seal:

\_\_\_\_\_

Casey Curtin, President/Secretary

Date: \_\_\_\_\_

#1013580 Expires 12/31/2026  
Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

Thomas Lloyd Smith  
Interim City Attorney

Shanna Edwards  
Assistant City Attorney

Brittany Brace  
Assistant City Attorney



150 City Park Way  
Brentwood, CA 94513  
Telephone: (925) 516-5320  
Fax: (925) 516-5311  
[cityattorney@brentwoodca.gov](mailto:cityattorney@brentwoodca.gov)

April 7, 2026

Via email only to:

Efrain Hinojosa, Manager  
Rapid Grading Services  
23842 Cabot Blvd.  
Hayward, CA. 94545

Re: Pavement Management Program 2026 (Asphalt) Project  
City of Brentwood CIP No. 336-31705  
Response to Bid Protest

Dear Mr. Hinojosa:

On behalf of the City of Brentwood ("City") this letter responds to the bid protest dated March 27, 2026 that you submitted on behalf of Rapid Grading Services ("RGS"), the apparent second lowest bidder for the above-referenced City project ("Project"). The bid protest alleges that the bid submitted by the lowest bidder, Consolidated Engineering, Inc. ("CEI"), should be rejected as nonresponsive because RGS did not list a striping subcontractor, nor does CEI have the materials, supplies, and equipment necessary to perform the scope of work of the Project.

#### A. BACKGROUND

Bids for the Project were due and opened on Wednesday, March 25, 2026. Following review of the bids, the City determined that at \$1,929,999.00, CEI had submitted the lowest bid and that RGS had submitted the second lowest bid at \$2,007,937.30. The bid results, as shown in **Exhibit A** hereto, were posted on the City's website at approximately 4:59 p.m. on March 25, 2026.

On March 26, 2026, the Engineering Department received a call from RGS requesting that a copy of CEI's bid package be provided via email. City staff emailed you CEI's bid package on March 27, 2026 at 11:33 a.m. RGS subsequently submitted its bid protest via email on March 27, 2026 to the City, and included Casey Curtin, President for CEI, on the email.

The protest alleges that the Subcontractor List submitted with CEI's bid did not list a subcontractor to perform the thermoplastic striping items of the Project, which RGS alleges indicates that CEI would be self-performing the thermoplastic striping items included in the Bid Schedule, but that CEI does not have the materials, supplies, and equipment necessary to perform the thermoplastic striping items. Further, RGS stated that Section 5 of the Bidder's Questionnaire asks the Bidder to provide information on past projects performed as a General Contractor, and that the responses on the Bidder's Questionnaire submitted by CEI do not specify whether the striping was self-performed by CEI, or done by a subcontractor, on those projects, and the City should inquire as to how those projects were completed.

Casey Curtin provided a written response to the City the same day, a copy of which you were provided on March 27, 2026 at 2:29 p.m. CEI's response notes that RGS' allegations fail to identify any material defect in CEI's bid that would render it non-responsive. Further, CEI disputes RGS' interpretation of subcontractor lists and prime contractors retaining the right to self-perform work. Additionally, CEI provides that it intends to self-perform the thermoplastic striping items, so no subcontractor was required to be listed, and that CEI possesses qualified personnel, access to thermoplastic striping equipment, vendor relations, prior public work experience, as well as striping and pavement marking experience, to enable CEI to self-perform the work.

## B. ANALYSIS

Section 17 of the Instructions to Bidders states, in pertinent part (emphasis added):

**“The prime contractor must perform at least 50% of the Work on the Project, calculated as a percentage of the base bid price, with its own forces, except for any Work identified as “Specialty Work” in the Contract Documents. The total bid amount for any such Specialty Work, as shown on the Bid Schedule, may be deducted from the base bid price before computing the 50% self-performance requirement. The remaining Work may be performed by qualified Subcontractor(s)”**

As specified in Public Contract Code section 4106, it is assumed that a contractor will self-perform the work they do not list a subcontractor for, for any portion of the work over the statutory threshold (one half of 1% of the bid price). Public Contract Code section 4106 states (in part (emphasis added)):

**“If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of the 1 percent of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself.”**

CEI's Subcontractor List included subcontractors performing approximately 41.8% of the Work. Since Section 17 requires the prime contractor to perform at least 50% of the Work, there would only be about 8.2% of Work remaining that *could* be performed by subcontractors. CEI's statement that it is self-performing the thermoplastic work, taken in conjunction with no subcontractors listed in its bid for that work, shall mean the prime contractor is fully qualified to perform that work itself, and intends to perform that work itself.

Additionally, Article 1 of the General Conditions defines “Specialty Work” as “Work that **must** be performed by a specialized Subcontractor with the specified license or other special certifications, and that the Contractor is not qualified to self-perform. (emphasis added)” The Revised Bid Schedule (included in Addendum No. 1) did not indicate that any items in the Bid Schedule were “Specialty Work” required to be performed by a qualified Subcontractor, as such, the prime contractor could self-perform all of the items on the Bid Schedule, if it so chooses.

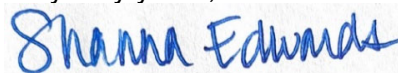
Finally, under well-established California law, a bid is responsive “if it promises to do what the bidding instructions require.” (*Bay Cities Paving & Grading, Inc. v. City of San Leandro* (2014) 223 Cal.App.4th 1181, 1187; hereafter “*Bay Cities*.”)

Based on the fact that thermoplastics were not identified as Specialty Work requiring a subcontractor with a specialized license to perform it, a subcontractor was not included on the Subcontractor List to perform the thermoplastic work, and CEI's statement in its bid protest response that it intends to self-perform the work, and has the ability to self-perform the work, the City is satisfied that the bid submitted by CEI is responsive as a matter of law.

### C. CONCLUSION

The City appreciates RGS's interest in the Project and welcomes its participation in future public works bids. However, for the reasons stated above, and based upon thorough review of the bid submittals, RGS's bid protest lacks merit. RGS has not indicated whether it is represented by legal counsel in this regard, but if so, I trust that you will forward this communication to your legal counsel.

Very truly yours,



Shanna Edwards  
Assistant City Attorney

Enclosure: Exhibit A: Project Bid Results (March 25, 2026)

c: (via email only)

Casey Curtin, President, Consolidated Engineering Inc.  
Allen Baquilar, Director of Engineering/City Engineer, City of Brentwood  
Angel Abarca, Senior Engineer, City of Brentwood  
Brant Wilson, Associate Civil Engineer, City of Brentwood

Exhibit A  
(attached hereto)



## **BID RESULTS**

**Pavement Management Program 2026 (Asphalt)  
CIP Project No. 336-31705  
Bid Opening: Wednesday, March 25, 2026**

Plan Holder	Bid Amount
<b>Consolidated Engineering Inc.</b>	<b>\$1,929,999.00</b>
Rapid Grading Services	\$2,007,937.30
Mountain Cascade	\$2,098,530.00
Knife River Construction	\$2,164,187.00
Bay Cities Paving and Grading, Inc.	\$2,175,026.00
Ghilotti Bros., Inc.	\$2,236,636.00
Radius Earthwork Inc.	\$2,254,350.25
United Pavement Maintenance, Inc.	\$2,728,748.00

Staff will be making the recommendation at the April 28th Council Meeting that the above mentioned construction contract be awarded to **Consolidated Engineering**.

List of Subcontractors		
Subcontractor	Description	% of Work
Pavement Recycling Systems	Cole Plane	1.4%
Johnson Construction Co.	Adjust Iron	5%
Armendariz Consulting	Traffic Control	8.4%
Columbia Electric Inc.	Replace Loops	1%
Pacific Northwest	Pavement Fabric	8%
Graham Construction	Crackfill	3%
American Pavement System	Slurry Seal	15%

**Project Title:**

**\* MULTI-YEAR \***

**Project #:**

**Pavement Management Program - 2026**



<b>Project Category:</b>	Roadway Improvements
<b>Location:</b>	Citywide
<b>Project Manager:</b>	B. Wilson
<b>Project Priority:</b>	1E - Mandatory
<b>Est. Completion Date:</b>	2026/27
<b>Future Annual O &amp; M Impact:</b>	\$0
<b>Public Art Requirement:</b>	Exempt
<b>General Plan Policy:</b>	CIR 1-1

**Description/Justification:**

This project will consist of rehabilitation of existing pavement, sidewalk, driveway approaches, curb and gutter. The roadways and walkways will be selected based on the City's Pavement Management Software, cost effectiveness, safety, and constraints. Constructing roadways is a significant investment for the City. Preventative maintenance is the best means for keeping this large investment in good, operable condition and avoids costly reconstruction.

**Project Status:**

The design and construction phases will begin in FY 2025/26.

**Supplemental Information:**

Staff actively pursues State and Federal funding for roadway improvements, when possible. Planning and design costs may include geotechnical investigation, surveying, and materials testing. The streets selected for rehabilitation are evaluated for Americans with Disabilities Act (ADA) compliance. Roads identified may require the following treatments: full depth rehabilitation, grind and asphalt overlay, cape sealing, slurry sealing, crack sealing, concrete sidewalk and driveway approach repairs and concrete curb and gutter repairs.

PROJECT FINANCING		CURRENT		PROPOSED				
PROJECT EXPENDITURES		Prior	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
70239	<b>Legal</b>		2,500					\$ 2,500
90040	<b>Planning and Design</b>		50,000					\$ 50,000
90050	<b>Construction</b>		2,408,096	500,000				\$ 2,908,096
90070	<b>Project Administration</b>		50,000					\$ 50,000
<b>TOTAL</b>			<b>\$ 2,510,596</b>	<b>\$ 500,000</b>				<b>\$ 3,010,596</b>
PROJECT FUNDING		Prior	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
47100	<b>General Fund</b>		1,110,596					\$ 1,110,596
47209	<b>RMRA</b>		1,900,000					\$ 1,900,000
<b>TOTAL</b>			<b>\$ 3,010,596</b>					<b>\$ 3,010,596</b>

**Project Title:**

**Project #:**

**Trail Pavement Management**



<b>Project Category:</b>	Parks and Trail Improvements
<b>Location:</b>	Various City trails
<b>Project Manager:</b>	C Lopes/E. McGurk
<b>Project Priority:</b>	2C - Necessary
<b>Est. Completion Date:</b>	2029/30
<b>Future Annual O &amp; M Impact:</b>	\$0
<b>Public Art Requirement:</b>	Exempt
<b>General Plan Policy:</b>	CSF 2-7

**Description/Justification:**

This project includes slurry seal, crack seal & asphalt repair in City parks, parking lots and all City maintained pedestrian/bicycle trails. There are twenty-one (21) parking lots and thirty-one (31) trail sites included in this project. These sites are evaluated on an annual basis to ensure they meet the City requirements. Damage is caused by vehicular traffic and soil movement. Some damage is also caused by surface roots from trees in close proximity to the trails. Hardscape renovation is needed to prevent injuries and further catastrophic failure. Identification and correction of non-ADA compliant trail entry points is needed as well. The FY 2025/26 work will include Oak Meadows Park and Balfour-Guthrie Park parking lots and various trails as needed.

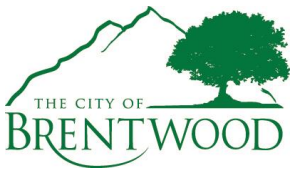
**Project Status:**

The design and construction phase of this project is anticipated to begin in FY 2025/26.

**Supplemental Information:**

This has been determined to be an annual program due to the volume of parking lots & trails city-wide. Staff to prioritize based on annual inspections. This project will be funded by an annual contribution of \$100,000 from the General Fund and \$50,000 from the Measure J Fund. Although this project is new to the CIP in the current year, funding for maintenance of the trails was previously included in the annual PMP budget and does not reflect an increase in funding. This budget is being presented separately for project management and transparency purposes.

PROJECT FINANCING		CURRENT		PROPOSED				
PROJECT EXPENDITURES		Prior	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
70239	Legal		500	500	500	500	500	\$ 2,500
90040	Planning and Design		500	500	500	500	500	\$ 2,500
90050	Construction		149,000	149,000	149,000	149,000	149,000	\$ 745,000
<b>TOTAL</b>			<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 750,000</b>
PROJECT FUNDING		Prior	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
47100	General Fund		100,000	100,000	100,000	100,000	100,000	\$ 500,000
47293	Measure J		50,000	50,000	50,000	50,000	50,000	\$ 250,000
<b>TOTAL</b>			<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 750,000</b>



**SUBJECT:** Consideration of actions pertaining to the City’s Landscape and Lighting Assessment Districts (LLADs), including LLAD No. 19-3 and LLAD No. 21-1, and the Citywide Park Maintenance District No. 98-1 for Fiscal Year 2026/27

**DEPARTMENT:** Parks and Recreation

**STAFF:** E. Harith Aleem Jr., Director  
 Aaron Wanden, Park Maintenance Manager

**TITLE/RECOMMENDATION**

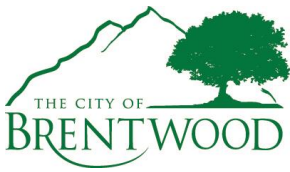
Adopt a Resolution of Initiation that: (1) appoints Francisco & Associates (“Francisco”) as the Engineer of Work for the Landscape and Lighting Assessment Districts, including the Landscape and Lighting Assessment District No. 19-3, Landscape and Lighting Assessment District No. 21-1 (the “LLADs”), and for the Citywide Park Assessment District No. 98-1 (collectively, the “Districts”) for Fiscal Year 2026/27; (2) orders the Engineer of Work to prepare and file the Engineer’s Reports for Fiscal Year 2026/27; and (3) finds the action categorically exempt from the California Environmental Quality Act.

**FISCAL IMPACT**

Each existing LLAD has an administrative cost factored into the assessment rate during formation to cover the cost of preparing the annual Engineer’s Reports and levying assessments. Funds to cover the costs associated with each new LLAD or annexation are deposited with the City by the developer.

Funding for contract services provided under this agreement is as follows:

<b>Funding Sources for 2026/27 Assessment Year Costs</b>			
<b>Fund</b>	<b>Agreement Amount</b>	<b>Contingency Amount</b>	<b>Total Amount</b>
LLADs	\$ 207,450	\$ 20,745	\$ 228,195
Citywide Park Maintenance District	20,750	2,075	22,825
Water and Wastewater Enterprise	10,750	1,075	11,825
<b>Total</b>	<b>\$ 238,950</b>	<b>\$ 23,895</b>	<b>\$ 262,845</b>



The draft 2026/27-2027/28 Operating Budget, which will be presented to City Council at a workshop in May of 2026 and for consideration of adoption in June 2026, includes appropriations for the services to be provided.

## **BACKGROUND**

The Landscape and Lighting Act of 1972 (the "Act") requires that an annual review and updated Engineer's Reports be prepared to set assessment rates each fiscal year. The Act also requires an Engineer's Report to be generated for any new assessment districts or any annexations into existing assessment districts.

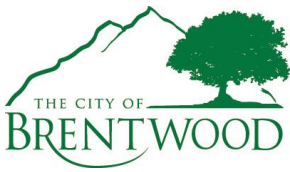
Francisco will prepare four Engineer's Reports for Fiscal Year 2026/27: (1) a consolidated report for the LLADs, excluding LLAD No. 19-3 and LLAD No. 21-1, (2) a report for LLAD No. 19-3, (3) a report for LLAD No. 21-1, and (4) a report for the Citywide Park Maintenance District.

The annual Engineer's Report for LLAD No. 19-3 is prepared under separate cover from the Consolidated Engineer's Report for the LLADs due to the inclusion of multiple benefit zones within that LLAD. Likewise, the annual Engineer's Report for LLAD No. 21-1 is prepared under separate cover from the Consolidated Engineer's Report for the LLADs due to the assessment being comprised of the following two components:

- 1) the Construction Component, which provides funding for the construction of new landscape improvements that will be assessed to property within LLAD No. 21-1 over a period of 10 years in equal annual installments with no interest, which commenced in Fiscal Year 2022-23 and ends after Fiscal Year 2031-32; and
- 2) the Maintenance Component, which provides funding for the ongoing operation, maintenance, servicing, and replacement of the new landscape improvements, which commenced in Fiscal Year 2022-23 and will be assessed annually based on the maintenance budget each subsequent year.

If there are any annexations into existing LLADs or if the formation of a new LLAD is necessary, they will either be included with the future LLADs Consolidated Report, the LLAD No. 19-3 Report, or a new annual report. Francisco will also update the findings of the facilities and expenses associated with the LLADs due to additional areas of public landscaping corresponding to residential and commercial development projects that have been accepted for City maintenance.

In March 2025, a professional services agreement was entered into with Francisco for assessment engineering services for Fiscal Years 2025/26 and 2026/27 in a not-to-exceed amount of \$238,950 per agreement year.



In addition, this Council action will initiate the Fiscal Year 2026/27 proceedings for the levy and collection of annual assessments for existing assessment districts. This involves directing the Engineer of Work to prepare the Fiscal Year 2026/27 Engineer's Reports. Thereafter, the City Council may adopt a Resolution preliminarily approving (as filed or as modified) the Engineer's Reports and a Resolution of Intention to levy and collect assessments for Fiscal Year 2026/27. Following such action, the City Council would hold a public hearing and may adopt a resolution confirming the assessments (either as preliminarily approved or as modified at the conclusion of the public hearing) and authorizing the levy and collection of such assessments.

### **CITY COUNCIL STRATEGIC INITIATIVE**

Not Applicable.

### **PREVIOUS ACTION**

Previous action by the City Council is included in Attachment 1.

### **DATE OF NOTICE**

Not Applicable.

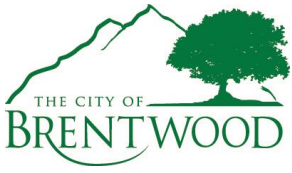
### **ENVIRONMENTAL DETERMINATION**

The City's action is exempt from the California Environmental Quality Act (CEQA). The action consists of initiation of proceedings for the annual levy and collection of assessments for landscape, lighting, trail, and park maintenance and does not result in any physical change to the environment. Accordingly, the action is exempt pursuant to CEQA Guidelines sections 15273 (Rates, Tolls, Fares, and Charges), 15301(c) (Existing Facilities), and 15306 (Information Collection).

### **ALTERNATIVE OPTION(S)**

Alternative Options to the Staff Recommendation:

1. Do not approve staff's recommendation. Not approving this action will result in the inability of the City to perform required assessment activities for Fiscal Year 2026/27 to fund the operation, maintenance, and replacement of public improvements associated with the Landscape and Lighting Assessment Districts.
2. Modify staff's recommendation based on legally defensible findings.
3. Continue item with direction for staff to return with additional information.



**ATTACHMENT(S)**

1. Previous Action
2. Resolution
3. Agreement

## PREVIOUS ACTION

Previous City Council actions related to this agenda item are listed below. To view prior actions and materials, and Brentwood Municipal Code references in the staff report, as applicable:

- Visit [www.brentwoodca.gov/meetings](http://www.brentwoodca.gov/meetings), and select the meeting date(s) desired to see the reference materials and videos.
- Visit [www.brentwoodca.gov/municipalcode](http://www.brentwoodca.gov/municipalcode) to research references to the Brentwood Municipal Code and search by the code section(s) cited.

Actions were taken in previous years to form the City's existing 71 Landscape and Lighting Assessment Districts ("LLADs") and the Citywide Park Maintenance District. Engineer's Reports setting annual assessment rates have been approved each year by the City Council prior to finalizing the property tax roll with Contra Costa County and levying assessments.

On March 25, 2025, by Resolution No. 2025-30, the City Council adopted a resolution approving and authorizing the City Manager or his/her designee to execute a Professional Services Agreement with Francisco for a two-year term, in an amount not to exceed \$238,950 per agreement year for assessment engineering services for Fiscal Years 2025/26 and 2026/27. In addition, the two-year agreement includes an option to extend the agreement for two additional one-year terms.

**RESOLUTION NO. 2026-XX**

**A RESOLUTION OF INITIATION APPOINTING FRANCISCO & ASSOCIATES AS THE ENGINEER OF WORK FOR THE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICTS, INCLUDING THE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 19-3, LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 21-1, AND THE CITYWIDE PARK MAINTENANCE DISTRICT NO. 98-1 FOR FISCAL YEAR 2026/27; ORDERING THE ENGINEER OF WORK TO PREPARE AND FILE THE ENGINEER'S REPORTS FOR FISCAL YEAR 2026/27; AND FINDING THE ACTION CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**WHEREAS**, the City of Brentwood's existing 71 Landscape and Lighting Assessment Districts and the Citywide Park Maintenance District No. 98-1 (collectively, the "Districts") were previously established by the City Council and approved by the property owners; and

**WHEREAS**, the general location and boundaries of the Districts are shown on the maps on file in the office of the City of Brentwood Department of Parks and Recreation and are incorporated herein by reference and open to public inspection; and

**WHEREAS**, the City has previously levied assessments on property in these Districts to pay for improvements therein; and

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

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

**WHEREAS**, Francisco & Associates has expertise and experience in the proceedings of the Landscape and Lighting Act of 1972; and

**WHEREAS**, in March 2025, a professional services agreement was entered into between the City and Francisco & Associates for assessment engineering services for Fiscal Years 2025/26 and 2026/27, in a not to exceed amount of \$238,950 per agreement year.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Brentwood that:

1. The recitals set forth above are true and correct and material to the adoption of this resolution; and

2. The improvements to be made in these Districts are generally described as the operation, maintenance, and servicing of parks, trails, arterial roadway and in-tract street lighting and landscaping, irrigation, and associated facilities located in public areas; and

3. Francisco & Associates is the firm designated by this City Council as the Engineer of Work for the Landscape and Lighting Assessment Districts, including the Landscape and Lighting Assessment District No. 19-3, Landscape and Lighting Assessment District No. 21-1, and the Citywide Park Maintenance District No. 98-1 for Fiscal Year 2026/27, and is hereby directed to prepare and file the Engineer's Reports for Fiscal Year 2026/27 in accordance with the provisions of the Landscape and Lighting Act of 1972 and Article XIII D, Section 4, of the California Constitution (Proposition 218); and

4. The City's actions detailed in this resolution are exempt from the California Environmental Quality Act (CEQA), as the actions consist of the initiation of proceedings for the annual levy and collection of assessments for landscape, lighting, and park maintenance and do not result in any physical change to the environment. Accordingly, the action is exempt pursuant to CEQA Guidelines sections 15273 (Rates, Tolls, Fares, and Charges), 15301(c) (Existing Facilities), and 15306 (Information Collection).

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Brentwood at a regular meeting held on the 28th day of April 2026 by the following vote:

**AGREEMENT FOR PROFESSIONAL ASSESSMENT ENGINEERING  
AND SPECIAL TAX CONSULTING SERVICES  
[Francisco & Associates, Inc.]**

THIS AGREEMENT is made and entered into as of the 25<sup>th</sup> day of March, 2025 by and between the City of Brentwood, a municipal corporation of the State of California ("City"), and Francisco & Associates, Inc., a California Corporation ("Consultant") (each a "Party" and collectively, the "Parties").

**RECITALS**

A. City requires the professional services of a consultant specifically trained and experienced in professional Assessment Engineer and Special Tax Consulting Services, which includes: 1) Assessment Engineering Services in connection with the annual administration services for the Landscaping & Lighting Assessment Districts (LLADs), Citywide Park Maintenance District No. 98-1, Water Sewer Standby Charges and Roadway Landscape (R Area) Assessment Districts and 2) any other assessment and tax services required by the City, which are professional services outside of services offered by City.

B. Consultant has the professional skills and experience necessary to perform the services described in this Agreement.

C. Consultant customarily engages in these services as part of its independently established trade, occupation, and/or business, separately from its work for City.

D. City desires to engage Consultant to provide these services by reason of its qualifications and experience in performing such services

E. Consultant has submitted a proposal to City and has affirmed its willingness and ability to perform such work on the terms and manner set forth in this Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work.

1.1 City retains Consultant, as an independent contractor, to perform, and Consultant agrees to render, those services (the "Services") that are described in the attached Exhibit "A," which is incorporated by this reference, pursuant to this Agreement's terms and conditions.

1.2 Consultant will control the manner and the means of the work to be performed, and be responsible for the professional quality, technical accuracy and coordination of the Services. Consultant will, without additional compensation, correct or revise any errors or deficiencies in the Services.

1.3. Consultant will keep City informed on a regular basis that the Services are being performed in accordance with the requirement and intentions of this Agreement.

1.4 If applicable, Consultant has designated those persons listed in Exhibit "A" to provide the Services to the City. Consultant will not change or reassign those persons described in Exhibit "A" without prior written notice to City, and will not replace those individuals with individuals to whom City has a reasonable objection.

2. Standard of Performance. Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the Services. While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Northern California area. The acceptance of the Services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the Services. Consultant will control the manner and means of the services to be performed by its employees and subconsultants. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the Services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the Services.

3. Term. Unless earlier terminated, the term of this Agreement will be effective from April 1, 2025 through June 30, 2027. The City Manager may amend the Agreement to extend it for two additional one-year periods, or parts thereof, in an amount not to exceed two hundred thirty-eight thousand nine hundred fifty dollars (\$238,950) per Agreement year. Extensions will be based upon a satisfactory review of Consultant's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. Schedule. Consultant will generally adhere to the schedule set forth in Exhibit "A" provided, that City will grant reasonable extensions of time for the performance of the Services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to put forth its best professional efforts to perform the Services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

5. Compensation.

5.1 The total fee payable for the Services to be performed during the term of this Agreement will be a not to exceed amount of two hundred thirty-eight thousand nine hundred fifty dollars (\$238,950) for the administration of the 2025/26 assessment year activities and two hundred thirty-eight thousand nine hundred fifty dollars (\$238,950) for the administration of the 2026/27 assessment year activities as may be further specified in the attached Exhibit "A." No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the Services.

5.2 Payment will occur only after receipt by City of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by City.

5.3 Within thirty (30) days after receipt of any applicable progress payment request, City will verify the accuracy of the request, correct the charges where appropriate, and make payment to Consultant in an amount equal to the amount of such application, as verified or corrected by City. No payment made prior to completion and acceptance of the Services will constitute acceptance of any part of the Services. City reserves the right to withhold payment from Consultant on account of Services not performed satisfactorily, delays in Consultant's performance of Services, or other defaults hereunder.

6. Status of Consultant. Consultant will perform the Services as an independent contractor, free from the control and direction of City, in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the Services under this Agreement will not be considered employees of City for any purposes whatsoever and City will not pay any tax, workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation

payment, including, but not limited to, those based on any provision of the Federal Affordable Care Act, which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

7. Subcontracting. Consultant's services are being requested by City because they are unique and personal. Except as may be specified in Exhibit "A", Consultant will not subcontract any portion of the Services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the Services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. Other Consultants. The City reserves the right to employ other consultants in connection with the Services.

9. Indemnification. Consultant will hold harmless, defend and indemnify City, its officers, agents, volunteers and employees from and against any and all claims, demands, costs or liability including attorney fees arising out of or in any way connected with the performance of this Agreement, caused in whole or in part by any act or omission of the Consultant, any of its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence, or willful misconduct of City.

10. Insurance. Consultant will obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:VII."

10.1 Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

10.1.1 Commercial General Liability Insurance. \$2,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

10.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim.

10.2 Endorsements. For Commercial General Liability Insurance, Consultant will ensure that the policies are endorsed to name the City, its officers, agents, volunteers and employees as additional insureds. Prior to City's execution of this Agreement, Consultant will furnish, to the satisfaction of the City, certificates of insurance and endorsements.

10.3 Cancellation. Insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent pursuant to the notice provisions of this Agreement.

10.4 Failure to Maintain Coverage. If Consultant fails to maintain any of these insurance coverages, then City will have the option to declare Consultant in breach of this Agreement, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

10.6 Primary Coverage. For any claims related to the Services and this Agreement, the Consultant's insurance coverage will be primary insurance with respect to City, its officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City for itself, its officers, agents, volunteers and employees, will be in excess of Consultant's insurance and not contributory with it.

10.7 Reduction in Coverage/Material Changes. Consultant will notify City in writing pursuant to the notice provisions of this Agreement thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to this Agreement or any material changes to the respective insurance policies.

10.8 Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

11. Business License. If required, Consultant will obtain and maintain a City of Brentwood Business License for the term of the Agreement, as it may be amended from time-to-time.

12. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. Ownership of Documents.

13.1 All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

13.2 The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

14. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in City and Consultant relinquishes all claims to the copyrights in favor of City.

15. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

16. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

<p><u>For City:</u>  City of Brentwood  150 City Park Way  Brentwood, CA 94513  Phone No. (925) 516-5111  Facsimile No. (925) 516-5447  Attn: Aaron Wanden, Park Maint. Mgr.</p>	<p><u>For Consultant:</u>  Francisco &amp; Associates, Inc.  231 Market Place, Suite 543  San Ramon, CA 94583  Phone No. (925) 867-3400  Facsimile No. (925) 867-3415  Attn: Eduardo Espinoza, Managing Principal</p>
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Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

17. Conflicts of Interest.

17.1 City will evaluate Consultant's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Consultant or any of Consultant's employees, agents, or subcontractors. Should it be determined that disclosure is required, Consultant or Consultant's affected employees, agents, or subcontractors will complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

17.2 Consultant understands that its professional responsibility is solely to City. Consultant warrants that it presently has no interest, present or contemplated, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Consultant further warrants that neither Consultant, nor Consultant's agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Consultant will file with the City an affidavit disclosing this interest. Consultant will not knowingly, and will take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this Agreement. If after employment of a person, Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant will promptly disclose the relationship to the City and take such action as the City may direct to remedy the conflict.

18. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations ("Laws") which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

19. Pandemic Health Laws. Consultant's duty to comply with Laws includes compliance by Consultant with all local, state, or federal Laws that have been or may be enacted in response to the COVID-19 pandemic (collectively, "Health Laws"), which include all of the County of Contra Costa Health Orders. Failure to fully comply with the Health Laws constitutes a material default, subject to all available remedies including suspension or termination.

20. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

21. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Consultant in writing pursuant to the notice provisions of this Agreement. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

22. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

23. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

24. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

25. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

26. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Consultant without the prior written consent of City, which will not be unreasonably withheld.

27. Section Headings. Section headings as used in this Agreement are for convenience only and will not be deemed to be a part of such sections and will not be construed to change the meaning of the section.

28. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

29. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

30. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

31. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

32. Signatures.

32.1 Counterparts. This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute the same instrument.

32.2 Digital/Electronic Signatures. Using a City-approved method, this Agreement may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Agreement will be construed as the Parties' consent to do business electronically.

CONSULTANT:

By: DocuSigned by: Eduardo Espinoza  
Eduardo Espinoza, CEO/Secretary

CITY:

By: DocuSigned by: Tim Y. Ogden  
Tim Y. Ogden, City Manager

ATTEST:

By: Signed by: Amanda McVey  
Amanda McVey, City Clerk

APPROVED AS TO FORM:

By: Signed by: Shanna Edwards  
Katherine Wisinski, City Attorney

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

**\*Group A.**  
Chairman,  
President, **or**  
Vice-President

**\*\*Group B.**  
Secretary,  
Assistant Secretary,  
CFO **or** Assistant Treasurer

**Otherwise,** the corporation **must** attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

**EXHIBIT “A”**

**SCOPE OF SERVICES**

A. Scope of Work to be Performed – Assessment Engineering

The City desires the firm to provide services described as follows:

Preparation of the Engineer’s Reports and Levying of Assessments

- Prepare annual engineer’s reports to include: description of improvements, annual budgets, benefit spread methodologies, assessment district diagrams and a listing of individual assessments for each parcel within each assessment district.
- Meet with City staff to review scope of work, project schedule and any changes to the proposed assessment districts which may affect revenues. Identify any changes in the quantity and type of improvements that the City is to maintain for the ensuing year.
- Collect available data from the County Assessor’s office and from City staff that is pertinent to the annual administration of the assessment districts. The ensuing year’s data would include the secured closed property tax roll for the County and proposed budgets and annexation/de-annexation information from City staff.
- Prepare the updated assessment diagrams in GIS to include parcels within the boundaries of the assessment district. This includes all parcels that have either annexed or de-annexed into the assessment districts from the prior year.
- Provide the City with a GIS database each year along with 11” x 17” copies for internal use.
- Work with City staff to prepare annual budgets, estimate which improvements are coming on-line, project which final maps will be filed to estimate number of units to assess. Data will be used to estimate the upcoming fiscal year’s assessment rate and Capital Reserve collection.
- Prepare the Draft Preliminary Engineer’s Reports and coordinate the preparation of the City Council staff report with the Parks and Recreation Department’s staff. The draft Preliminary Engineer’s reports will include a description of improvements, the ensuing year’s maintenance budget, the benefit-spread methodology, Assessment District Diagrams and a listing of individual assessments for the ensuing year.
- Submit the draft Preliminary Engineer’s Reports to City staff for review and comment. Based upon the comments received from City staff, prepare the final Preliminary Engineer’s Reports and submit to City staff for City Council approval.
- Upon request of the City, attend the City Council meeting regarding the adoption of the Resolution of Intention and approval of the Preliminary Engineer’s Reports. Based upon the comments received from City staff and City Council Members at the council meeting to approve the Preliminary Engineer’s Reports, prepare the Final Engineer’s Reports and subsequent City Council staff report and submit to City staff for City Council approval.
- Upon request, attend the Public Hearing regarding the approval of the Final Engineer’s Reports and adoption of the Resolution Authorizing the Levy of Assessments.
- Compile all budgets and provide them in a format that is acceptable with the City’s Finance department format.
- In accordance with the County’s annual submittal requirements, file the Engineer’s Reports, Assessment Diagrams and Resolutions Authorizing the Levy of Assessments and Water/Sewer Standby charges with the County Auditor’s office.
- Prepare the annual Auditor’s Reports in County approved electronic format. Any rejected parcels resulting from the first submittal will be researched and resubmitted to the County to ensure that the City receives all of the assessment revenue that is due to the City.
- Provide property owner assistance, which will involve researching property owner questions, and if necessary, provide written responses to customer questions. Coordinate any changes with the County Auditor’s office.
- Once each subdivision’s improvements have been accepted by City Council, audit the area to ensure all utility accounts (including water meters and street lights), areas of landscaping and maintenance are being accounted for correctly to each landscape and lighting district.
- Assist City staff on a bi-monthly basis with the tracking of the current fiscal years budgets. This

includes tracking revenues and expenditures for each of the assessment districts, and periodically analyzing the City's water and electricity usage.

- Update, prepare and deliver 11" x 17" Landscape and Lighting Assessment District Improvement Diagrams that depict each LLAD. These Improvement Diagrams will be created in a GIS format and will show each water meter and which landscaping improvements have been accepted for City maintenance. The diagrams will be updated at a minimum of once each year. The GIS files will then be provided to the City's GIS Coordinator when complete.

Landscaping & Lighting Assessment District Formation and Annexation Services

- Develop the annual assessment district budgets for any new developments within the City.
- Meet with City staff periodically to determine if any new developments within the City are anticipated and if the development will require annexation into an existing LLAD or if a new assessment district needs to be formed.
- For each new applicable development, discuss the projected timeline for developing the annual maintenance budgets, and maximum annual assessment rates.
- Conduct an inventory for each improvement type within each proposed development.
- For each commercial landscape and lighting district formed, identify which improvements are the responsibilities of the City and which improvements are the responsibilities of the individual property owner.
- Determine the maximum annual operations and maintenance budgets for each improvement type within the proposed development.
- The City operates and maintains the improvements on a fiscal year basis (July 1 through June 30) and the City does not receive its assessment revenue from the County until January and May of the same fiscal year.
- The City needs to collect approximately 6 months of operating reserves to cover the cash flow shortfall during the period (July 1 through January 1).
- The budget will include a capital replacement fund to replace capital facilities that either get vandalized or reach their life expectancy.
- The capital replacement fund should be equal to 20% of the proposed capital improvement costs.
- Determine the timeline for when the improvements will become the operation and maintenance responsibility of the City.
- Determine the number and types of development, i.e. the number of single family homes, townhomes, condominiums, apartments, and square footage of commercial, industrial, etc. within each new development.
- Develop a benefit spread methodology that fairly distributes the costs for operating and maintaining the proposed improvements to the benefiting parcels within the boundaries of the development.
- Prepare the Draft Preliminary Engineer's Reports. The Draft Preliminary Engineer's Reports will include a description of improvements, the ensuing year's maintenance budget, the benefit spread methodology, Assessment District Diagrams and a listing of individual assessments for the ensuing year.
- Submit the Draft Preliminary Engineer's Reports to City staff for review and comment. Based upon the comments received from City staff regarding the Draft Preliminary Engineer's Reports prepare the Final Preliminary Engineer's Reports and submit to City staff for City Council approval.
- Upon request attend the City Council meeting regarding the adoption of the Resolution of Intention and approval of the Preliminary Engineer's Reports.
- Based upon the comments received from City staff and City Council regarding the Preliminary Engineer's Reports prepare the Final Engineer's Reports and subsequent City Council staff report and submit to the City for City Council approval.
- Upon request, attend the Public Hearing regarding the approval of the Final Engineer's Reports and adoption of the Resolution Authorizing the Levy of Assessments.

Proposition 218 General vs. Special Benefit Analysis for Consolidated Landscape & Lighting Assessment Districts and Citywide Park Maintenance District No. 98-1

- Prepare special versus general benefit analysis.

- Meet with City staff and legal counsel to discuss the scope of work associated with the completion and implementation of the Special versus General Benefit analysis.
- Incorporate any recommended modifications received from City staff and or legal counsel.
- Based upon the approved final version of the assessment spread methodology, identify how much the City will need to contribute each fiscal year to each Landscape and Lighting Assessment Districts in order to offset each LLAD's pro-rata share of general benefit.
- With assistance from City staff, and legal counsel modify the Engineer's Report to include a discussion of the general versus special benefit analysis for each LLAD.

#### Administration of Water and Sewer Stand By Charges

- Coordinate the preparation of the City Council staff report with Engineering Department staff.
- Based upon the closed property tax roll from the County, prepare the water sewer standby databases to ensure the correct standby charges will be allocated to each taxable parcel within the City.
- Submit the standby charges to the county for inclusion on the property tax roll. If parcels are rejected, research the parcels and resubmit the corrected information to the County.
- Provide property owners assistance throughout the year which may consist of parcel research, explanation of special tax formula, etc. If requested prepare clarification letter to property owners.

#### Roadway Landscape (R Area) Administration

- Coordinate with City staff and City landscape maintenance contractors, the collection of any maps, quantities or plans that relate to the areas to be maintained.
- Work with City staff to prepare budgets and provide budgets in a format that is acceptable by the City.
- Update, prepare and deliver R Area and Weed Improvement Diagrams that depict the landscaping and weed abatement locations. These diagrams will be created in GIS format and will show each water meter and which landscaping improvements have been accepted for City maintenance.
- The Diagrams will be updated at a minimum of one time each year.
- The GIS files will then be provided to the City's GIS Coordinator when complete.

#### Development of Proposition 218 Mailing Database for Utility Rate Increases

- Merge the utility mailing address and the utility service addresses in the Utility Billing database with the mailing address and situs address in the County Assessor database and develop a complete database.
- Provide the City with a final listing of addresses that have a minimal number of duplicate addresses. This final listing will be provided in excel format.

#### B. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the firm's expense, for a minimum of three (3) years, unless the firm is notified in writing by the City of the need to extend the retention period. The firm will be required to make working papers available, upon request to the City.

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
FOR ASSESSMENT ENGINEERING SERVICES  
FOR FISCAL YEARS 2025/26 AND 2026/27**

	<u>Total Amount FY 2025/26</u>	<u>Total Amount FY 2026/27</u>
1. Landscaping & Lighting Assessment Districts	\$ 103,450	\$ 103,450
2. Citywide Park Maintenance District No. 98-1	\$ 20,750	\$ 20,750
3. Landscaping & Lighting Formations and Annexations:		

LANDSCAPE & LIGHTING ASSESSMENT DISTRICTS			
Annexation/Formation Fees			
Type of Property	No. of Parcels at Buildout	FY 2025/26 Annexation Fee	FY 2026/27 Annexation Fee
Residential	Up to 5	\$7,950	\$7,950
	6 to 100	\$7,950 + \$30/parcel > 5	\$7,950 + \$30/parcel > 5
	101 to 500	\$10,800+ \$15/parcel > 100	\$10,800+ \$15/parcel > 100
	501 or More	\$16,800+ \$5/parcel > 500	\$16,800+ \$5/parcel > 500
Commercial or Multi-Family	Less than 1 acre	\$7,950	\$7,950
	1 to 5 acres	\$8,950	\$8,950
	5 to 10 acres	\$10,950	\$10,950
	10 acres or more	\$12,950	\$12,950

Total max-price for LLADs Annexation/Formation: \$ 40,000      \$ 40,000

4. Prop. 218 General vs. Special Benefit Analysis*	Total Amount per year:	\$ <u>25,000</u>
5. Water Standby Charge	Total Amount per year:	\$ <u>2,500</u>
6. Sewer Standby Charge	Total Amount per year:	\$ <u>2,500</u>
7. LLAD's, Park Maint, R Area Administration*	Total Amount per year:	\$ <u>25,000</u>
8. Development of Prop 218 Mailing Database	Total Amount per year:	\$ <u>5,750</u>
9. Reimbursable Expenses*	Total Amount per year:	\$ <u>4,000</u>
10. Other Assessment District Services (Describe)**	Total Amount per year:	\$ <u>10,000</u>

**Total All-Inclusive Maximum Contract Price: \$ 238,950/year**

\*These services will be billed on a T&M basis as needed using the hourly rates provided.

City of Brentwood

\*\*Other Assessment District Services will be billed on a T&M basis using the hourly rates provided and is assumed to be a contingency for unforeseen work that will be provided at the request of the City.

Request for Qualifications – Exhibit C  
Page 17

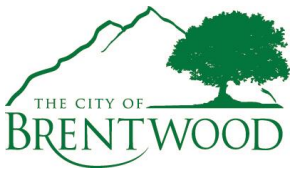
**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
FOR ASSESSMENT ENGINEERING SERVICES  
FOR FISCAL YEARS 2025/26 and 2026/27**

Fees for work to be performed at the request of the City will be billed on a time and materials basis. Invoicing will occur on a monthly basis at the hourly rates shown below.

**Francisco and Associates  
Hourly Rate Structure**

Classification	Hourly Rate
Principal/Project Manager	\$225.00 /hr
Quality Control Engineer	\$225.00 /hr
Senior Project Analyst	\$160.00 /hr
Project Analyst	\$145.00 /hr
Administrative Staff	\$90.00 /hr

Reimbursable expenses will be billed at cost plus 15%. Reimbursable expenses include overnight mail, duplication, mylars, County Assessor data/map fees, County Recorder fees, County Auditor fees, etc. Mileage will be billed per mile at the standard IRS billing rates.



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**SUBJECT:** Clarification of Council Discussion Related to Pre-Qualifying Applicants for Affordable Housing Wait List

**DEPARTMENT:** Community Development

**STAFF:** Alexis Morris, Director of Community Development

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### **TITLE/RECOMMENDATION**

Staff recommends that the City Council confirm, by accepting this report as part of the adoption of the Consent Calendar, that the Council would like applicants' eligibility for the City's Affordable Housing Program wait list to be determined through a "pre-qualification" process, in a manner determined by staff in consultation with the City Attorney, prior to being placed on the wait list, as discussed at the April 14, 2026 City Council meeting.

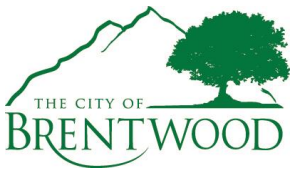
### **FISCAL IMPACT**

There is no direct fiscal impact as a result of accepting this report. There may be costs associated with pre-qualification if staff contracts with a consultant to perform all or part of this work, which would be subject to future Council approval if required by applicable purchasing requirements.

### **BACKGROUND**

On April 14, 2026, the City Council received an informational report and held a discussion regarding the administration, qualification, and selection processes of the City's Affordable Housing Program. After discussion, the Council, by motion, directed staff to modify the City's Affordable Housing Program to include: (1) quarterly applicant updates on unit availability; (2) exploration of multilingual application options; and (3) placement of previously selected lottery applicants, who are unable to proceed due to a change in income, at the top of the list in the next appropriate income category.

During discussion, the concept of pre-qualifying eligible applicants prior to being placed on the wait list was discussed. There appeared to be a consensus for directing staff to implement this recommendation, however, it was not included in the motion.



Further, the above motion was not reconsidered at the April 14<sup>th</sup> meeting to include this recommendation.

Due to the nature of the discussion, staff would like to clarify if the Council would like to include the following in the Council's recommendations for modifications to the administration of the Affordable Housing Program:

- Applicants' eligibility for the City's Affordable Housing Program wait list will be determined through a "pre-qualification" process, in a manner determined by staff in consultation with the City Attorney, prior to being placed on the wait list.

If so, the Council can accept this report as part of the adoption of the Consent Calendar and staff will implement the above as part of other modifications to the administration of the Affordable Housing Program.

#### **CITY COUNCIL STRATEGIC INITIATIVE**

Focus Area 4: Community Development. Provide a diversity of housing opportunities, including equitable distribution of affordable housing for all socio-economic segments of the Brentwood community

#### **PREVIOUS ACTION**

Previous action by the City Council is included on Attachment 1.

#### **DATE OF NOTICE**

Not Applicable.

#### **ENVIRONMENTAL DETERMINATION**

Not Applicable.

#### **ALTERNATIVE OPTION(S)**

Alternative Options to the Staff Recommendation:

1. Pull the staff report from the Consent Calendar for discussion;
2. Pull the staff report from the Consent Calendar and direct staff not to implement pre-qualification of applicants for the wait list;
3. Continue the item with direction for staff to return with additional information.

#### **ATTACHMENT(S)**

1. Previous Actions

## PREVIOUS ACTION

Previous actions related to this agenda item that were taken by the Council are listed below. To view prior actions and materials, and Brentwood Municipal Code references in the staff report, as applicable:

- Visit [www.brentwoodca.gov/meetings](http://www.brentwoodca.gov/meetings), and select the meeting date(s) desired to see the reference materials and videos.
- Visit [www.brentwoodca.gov/municipalcode](http://www.brentwoodca.gov/municipalcode) to research references to the Brentwood Municipal Code and search by the code section(s) cited.

On September 9, 2003, the City Council adopted Ordinance No. 756, which approved an amendment to the Municipal Code adding Chapter 17.725 establishing an Affordable Housing Program.

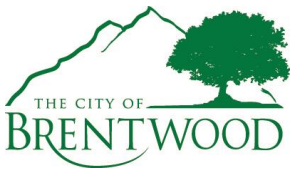
On December 9, 2025, at its regular meeting, the City Council waived the first reading of Ordinance No. 1091, which repealed and replaced Chapter 17.725 of the City of Brentwood Municipal Code relating to the Affordable Housing Program.

At the same meeting, Vice Mayor Pierson and Council Member Mendoza made a future item request that the City Council consider, discuss, and review the goals of the program, the process of buyer notification and selection, and potential updates to the Municipal Code specific related to the Affordable Housing Program.

The City Manager suggested that staff bring forth the requested information in two parts: (1) an informational report to the City Council regarding the administration, qualification, and selection processes for the City's Affordable Housing waitlists and (2) an informational report regarding the review of Municipal Code, Section 17.725, the Affordable Housing Program as it pertains to equity, accessibility, anti-discrimination, and specific populations including seniors, persons with disabilities, veterans, teachers, and first responders.

On January 13, 2026, at its regular meeting City Council waived the second reading and adopted Ordinance No. 1091 repealing and replacing Chapter 17.725 of the City of Brentwood Municipal Code relating to the City's Affordable Housing Program.

On April 14, 2026, at its regular meeting City Council received an informational report and held a discussion regarding the administration, qualification, and selection process of the City's Affordable Housing Program and provided direction to staff.



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**SUBJECT:** Approve Amendments to the Brentwood Municipal Code related to State Legislative Updates, Gas Stations, Stream Setbacks, as well as updates to the Priority Area One Specific Plan related to Private and Public School Facilities

**DEPARTMENT:** Community Development

**STAFF:** Alexis Morris, Director of Community Development  
Erik Nolthenius, Planning Manager  
Jennifer Hagen, Principal Planner

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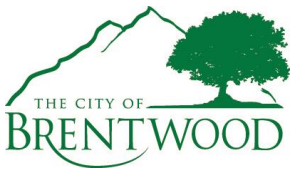
### **TITLE/RECOMMENDATION**

Waive the first readings of  
and introduce the following ordinances:

1. An Ordinance for text amendments (RZ 26-001) to the Brentwood Municipal Code that would amend and add regulations for signs, Microenterprise Home Kitchen Operations (MEHKO), public hearing notices, electrified fencing, and application review and appeal procedures, to ensure consistency with state and federal law;
2. An Ordinance for text amendments (RZ 26-001) to the Brentwood Municipal Code that would limit the total number of automobile service stations/gas stations to 20 within the city by adding Brentwood Municipal Code Chapter 17.665 (Automobile Service Stations/Gas Stations); and
3. An Ordinance for text amendments (RZ 26-001) to the Brentwood Municipal Code to add regulations and development standards related to stream setbacks within the city by adding Brentwood Municipal Code Chapter 17.625 (Stream Setback Regulations).

Adopt a Resolution approving a text amendment (SPA 26-001) to the Priority Area One Specific Plan updating regulations related to Private and Public School Facilities.

The proposed text amendments are exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that the proposed ordinances would restrict future land uses and development and would not facilitate new construction or other groundbreaking activities. There is no potential to result in either a direct physical change to the environment or a reasonably foreseeable indirect physical change to the environment.



## **FISCAL IMPACT**

Adoption of the proposed ordinances and resolution will not result in a fiscal impact, as staff will continue to process appropriate planning applications through designated review processes, which include the collection of fees for the cost of these processes, in accordance with the City's Cost Allocation Plan.

## **BACKGROUND**

On January 24, 2023, the City Council provided direction to staff on reinitiating the City's Zoning Code Update, including a focused and phased approach, rather than the comprehensive update that was initiated in the summer of 2020. On May 23, 2023, the project scope and budget were finalized when the City Council approved a Professional Services Agreement with De Novo Planning Group to prepare and complete the Focused Zoning Code Update and Objective Design Standards. The work plan approved by the City Council includes three main tasks to complete:

Task 1: Objective Design Standards;

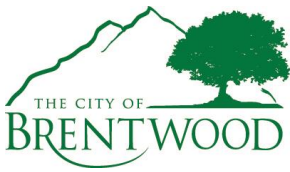
Task 2: Zoning Code Updates required by State law and the Housing Element;

Task 3: Focused Zoning Code updates.

This agenda item is related to both Task 2: Zoning Code Updates required by State law and Task 3: Focused Zoning Code updates. This includes amendments to various sections of the Zoning Ordinance required to bring it up to date and consistent with current State laws, as well as amendments to various sections of the Zoning Ordinance and Priority Area One Specific Plan to better reflect the community's values based on feedback from the community and City Council, including changes to some permitted and conditionally permitted uses throughout the city.

## **PLANNING COMMISSION ACTION**

The Planning Commission considered this item at a public hearing at its regular meeting of [March 17, 2026](#), and was supportive of the requested text amendments. The Planning Commission unanimously adopted Resolution Nos. 26-004, 26-005, 26-006, and 26-007 recommending that the City Council approve the amendments as presented in the agenda report with minor, non-substantive changes, which are reflected in the Attachments.



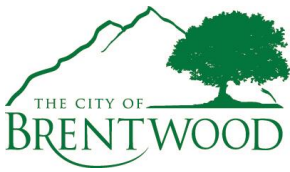
**PROJECT DESCRIPTION AND ANALYSIS**

**STATE LEGISLATIVE UPDATES – ATTACHMENT 2**

Recent years have seen numerous changes to state law, as well as various legal decisions that have created inconsistencies between the City’s current Zoning Ordinance and State law. While staff has tried to address those changes that require immediate attention (such as updating the Accessory Dwelling Unit Ordinance), other inconsistencies remain. For example, State law dictates the procedures and requirements pertaining to a number of areas including the review and processing of Development Agreements, Annexations, and permit review timelines. Amendments have now been added to reference relevant Government Codes sections related to these topics.

The required changes identified by staff include the following:

<b>Zoning Regulation Updates</b>	<b>Chapter</b>	<b>Concerns</b>
Sign Ordinance	Chapter 17.640	The sign regulations in the City’s Municipal Code (BMC) were adopted prior to the U.S. Supreme Court’s decision in <i>Reed v. Town of Gilbert</i> (2015) 576 U.S. 155, which held that certain content-based sign restrictions were invalid.
Processing/ review procedures	Chapters 17.810.001, 17.800.010, 17.060.008, 17.800.099	State law dictates the procedures and requirements pertaining to a number of topics, including: <ul style="list-style-type: none"> <li>▪ Development Agreement’s (Gov’t Code §§ 65864, <i>et seq.</i>)</li> <li>▪ Permit Review timelines (Gov’t Code §§ 65920, <i>et seq.</i>)</li> <li>▪ Annexation (Gov’t Code § 65859)</li> <li>▪ Notice of public hearings (Gov’t Code §§ 65090, <i>et seq.</i>)</li> </ul> The existing zoning ordinance does not include all of these procedures/requirements or reference them.
Appeal procedures	Chapter 17.840.009	The current appeals process does not address zoning text amendments. Section 17.870.009 should be amended to cover both (a) rezonings, and (b) zoning text amendments.



<b>Zoning Regulation Updates</b>	<b>Chapter</b>	<b>Concerns</b>
Microenterprise Home Kitchen Operations (MEHKO)	Chapter 17.840.011	The current home occupation section of the Code does not reflect current State required allowances for Cottage Food and MEHKO operations.
Public Hearing Notices	Chapter 17.800.009	The current code does not include noticing requirements pursuant to AB 2904.
Electrified Fencing	Chapter 17.6600.008	The current code does not include fencing requirements pursuant to AB 2371 (Electrified Security Fencing).

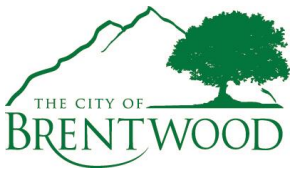
In order to create consistency throughout the Zoning Ordinance to better reflect State law, as well as existing land uses, staff drafted updates as summarized above and as shown in Attachment 2.

**AUTOMOBILE SERVICE STATIONS/GAS STATIONS – ATTACHMENT 3**

Based on initial direction from the Land Use and Development Committee (LUD), on [November 12, 2024](#), staff presented the City Council with amendments to the Zoning Ordinance to prohibit all future automobile service stations/gas stations throughout the city. At the conclusion of the public hearing, the City Council directed staff to revise the ordinance to cap the total number of stations instead of prohibiting all future stations. The Council did not specify what the numeric cap should be. The City Council based this direction on the consideration of zoning provisions for automobile service stations, and the needs of current and future residents to be adequately served by the existing facility locations to meet the basic needs and expectations of residents and visitors.

There are currently 19 automobile service stations operating in the city (shown in Attachment 6) and one vested entitlement currently under review for a project just west of State Route 4, on the north side of Sand Creek Road. Staff recommends that service stations be limited to a total of 20 throughout the city based on the following: the number of existing facilities within the city as well as the one application under review; the limited available land left to develop with service stations in the future; and to de-emphasize fossil-fueled and auto-centric uses (such as gas stations), which has the potential to reduce greenhouse gas emissions and air pollution in the future.

In order to create consistency throughout the Zoning Ordinance to better reflect State law as well as existing land uses, staff drafted updates as summarized above and as shown in Attachment 3.



#### **CREEK SETBACKS – ATTACHMENT 4**

On [October 22, 2024](#), staff presented the City Council an update and requested direction on ongoing implementation of action items from the General Plan's Conservation and Open Space Element. One of the specific actions related to the discussion was Action COS 4f:

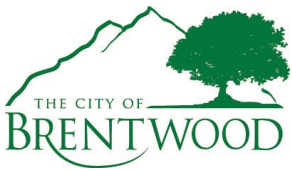
Explore revising Title 17 (Zoning) of the Brentwood Municipal Code to include standards for creek setbacks and the protection of riparian habitat along creek corridors. The standards should include minimum setback requirements, site design standards, and requirements for the ongoing maintenance of creek and riparian habitat on public and private lands.

The City Council recommended that this action item be included in the Focused Zoning Code Update. At the time it was determined that although not currently incorporated into Title 17 (Zoning), the City requires substantial creek setbacks and riparian habitat protections through its participation in the East Contra Costa County Habitat Conservation Plan Association (HCPA), a Joint Powers Authority that includes the City of Brentwood. All new projects adjacent to creeks and sensitive riparian habitats are required to gain approval through the HCPA, which established a coordinated, regional approach to conservation and regulation of endangered species. Under the Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP), the [U.S. Fish and Wildlife Service](#) and the [California Department of Fish and Wildlife](#) have provided regional permits to the cities of Brentwood, Clayton, Oakley, and Pittsburg, as well as Contra Costa County.

It was recommended that these existing requirements simply be reaffirmed by reference as part of the Focused Zoning Code Update. Based on this direction, staff drafted updates to add a Stream Setback Chapter into Title 17 included in Attachment 4.

#### **PRIORITY AREA ONE SPECIFIC PLAN(PA-1) AMENDMENTS – ATTACHMENT 5**

In California, cities have limited authority to regulate public school locations through zoning. The seminal case of *Hall v. City of Taft* (1956) 47 Cal.2d 177, established that public schools are a matter of statewide concern, and state entities are not subject to local regulations unless the Constitution or the Legislature consent to such regulation. This principle was followed by *Town of Atherton v. Superior Court* (1958) 159 Cal.App.2d 417, which held that school districts are exempt from municipal zoning ordinances. In 2022 when the last update to the PA-1 Specific Plan occurred, amendments to the Allowed Uses section of the Land Use Plan were made related to Public and Private schools. The changes related to Public Schools created



inconsistencies between the City’s current Specific Plan and State law, while the changes related to Private Schools created inconsistencies between the City’s current Specific Plan and existing uses, creating non-conforming land uses. In order to create consistency throughout the Specific Plan to better reflect State law as well as existing land uses, staff drafted updates to the Specific Plan to eliminate regulatory provisions applicable to Public Schools, which are not subject to local zoning regulation under State law, and return Private Schools back to conditionally permitted uses within Table 4.2: Allowed Uses, as shown in Attachment 5.

**SUMMARY AND CONCLUSION**

With these final recommended amendments to the Zoning Ordinance related to Task 2 and 3 of the Focused Zoning Code Update, staff believes that the City Code will continue to reflect the community's values, will be consistent with State law and professional best practices, will update and streamline development review processes, and will be written to be easily read, understood, and implemented. Based on this, staff is recommending that the City Council approve the proposed amendments.

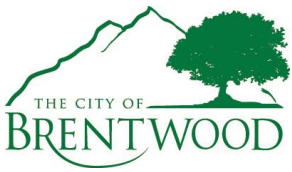
The work plan related to the Focused Zoning Code Update approved by the City Council included three main tasks to complete:

- Task 1: Objective Design Standards;
- Task 2: Zoning Code Updates required by State law and the Housing Element;
- Task 3: Focused Zoning Code updates.

If the subject applications are approved tonight, Task 2 will be completed. To date, amendments related to Task 3 including carwashes, short-term rentals, self-storage facilities, and drive-throughs have been completed. If the subject applications are approved finalizing amendments related to automobile service stations and gas stations, the only remaining task as part of Task 3 would be related to restaurants and alcohol sales which will be presented to the Planning Commission on April 21, 2026 for consideration. The last remaining task would be Task 1, Objective Design Standards, which staff will present to the City Council for final approval at its May 26, 2026 meeting. Staff’s goal is to complete the entirety of the Focused Zoning Code Updates (Tasks 1-3) by the end of the fiscal year (June 30).

**CITY COUNCIL STRATEGIC INITIATIVE**

Not applicable.



### **PREVIOUS ACTION**

Previous action by the City Council is included in Attachment 1.

### **DATE OF NOTICE**

The City of Brentwood published a public hearing notice in the Brentwood Press on April 17, 2026.

### **ENVIRONMENTAL DETERMINATION**

The proposed text amendments are exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that the proposed ordinances would restrict future land uses and development and would not facilitate new construction or other groundbreaking activities. There is no potential to result in either a direct physical change to the environment or a reasonably foreseeable indirect physical change to the environment.

### **ALTERNATIVE OPTION(S)**

The following are alternative options that the City Council may consider:

1. Direct staff to make additional changes to the proposed amendments and return with revised ordinances.
2. Decline to adopt the proposed amendments to the Zoning Code related to various proposed amendments at this time. Note however that State law related to some of the proposed amendments would remain in effect regardless of the City's adoption of the ordinances and thus the City would be required to follow certain procedure and processing requirements.

### **ATTACHMENT(S)**

1. Previous Actions
2. Draft Ordinance 1 – State Legislative Updates
3. Draft Ordinance 2 – Automobile Service/Gas Stations
4. Draft Ordinance 3 – Stream Setback Regulations
5. Resolution – PA-1 Specific Plan Updates, Schools
6. Map of Existing Service Stations

## PREVIOUS ACTION

Previous actions related to this agenda item that were taken by the Council are listed below. To view prior actions and materials, and Brentwood Municipal Code references in the staff report, as applicable:

- Visit [www.brentwoodca.gov/meetings](http://www.brentwoodca.gov/meetings), and select the meeting date(s) desired to see the reference materials and videos.
- Visit [www.brentwoodca.gov/municipalcode](http://www.brentwoodca.gov/municipalcode) to research references to the Brentwood Municipal Code and search by the code section(s) cited.

On November 16 and 17, 2017, the City Council held workshops to discuss, deliberate, and direct staff on priorities and the allocation of financial resources for the development of a Strategic Plan initiative. The Council directed staff to initiate a comprehensive zoning ordinance update.

On February 27, 2018, the City Council adopted Resolution No. 2018-21 to approve the FY 2018/19 and FY 2019/20 City of Brentwood Strategic Plan, including Strategic Initiative 4.1.c, preparation of a comprehensive zoning ordinance update which has been continued over the past few years into the current Strategic Plan FY 2022/23 – FY 2023/24 (Focus Area 4: Land Use Planning, Goal 1: Implement Zoning Ordinance update).

On June 9, 2020, by Resolution No. 2020-73, the City Council adopted the City's 2020/21 – 2024/25 Capital Improvement Program ("CIP"), which includes the Zoning Ordinance Update, CIP Project No. 337-37228.

On January 24, 2023, the City Council provided direction on reinitiating the City's Zoning Code Update, including a new focused and phased approach that is to be scaled down in size and focused into specific tasks.

On May 23, 2023, the City Council approved a Professional Services Agreement with De Novo Planning Group to prepare and complete the Focused Zoning Ordinance Update and Objective Design Standards.

On December 9, 2025, the City Council approved an amendment to extend the Professional Services Agreement with De Novo Planning Group to prepare and complete the Focused Zoning Ordinance Update and Objective Design Standards.

**ORDINANCE NO. XXXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRENTWOOD APPROVING A TEXT AMENDMENT (RZ 26-001) TO THE BRENTWOOD MUNICIPAL CODE AMENDING AND ADDING REGULATIONS FOR SIGNS, MICRO ECONOMIC HOME KITCHEN OPERATIONS (MEHKO), PUBLIC HEARING NOTICES, ELECTRIFIED FENCING AND APPLICATION REVIEW AND APPEAL PROCEDURES TO ENSURE CONSISTENCY WITH STATE AND FEDERAL LAW**

**WHEREAS**, City staff prepared a zoning text amendment that would (1) amend and add regulations for signs, Micro Economic Home Kitchen Operations (MEHKO), public hearing notices, electrified fencing and application review and appeal procedures to ensure consistency with state and federal law (the "Ordinance"); and

**WHEREAS**, the Ordinance would amend Title 17 (Zoning) of the Brentwood Municipal Code ("BMC"); and

**WHEREAS**, new state legislation and/or court rulings on land uses necessitate that the City periodically review and update the BMC to ensure compliance with state and federal law; and

**WHEREAS**, as Brentwood has developed and changed over time, the zoning has transitioned to allow other types of uses and regulations in the BMC; and

**WHEREAS**, the Planning Commission has reviewed the proposed amendment to the Brentwood Municipal Code, has found that the proposed Ordinance is consistent with the goals and policies of the General Plan, and recommends adoption to the City Council; and

**WHEREAS**, on March 6, 2026, the City gave public notice of a Planning Commission public hearing to be held to consider this Ordinance by advertisement in the Brentwood Press, a newspaper of general circulation; and

**WHEREAS**, on March 17, 2026, the Planning Commission held a duly-noticed public hearing to consider the staff report, recommendation by staff, and public testimony concerning this Ordinance. Following the public hearing, the Planning Commission voted to recommend that the City Council adopt the proposed Ordinance by a vote of 5-0; and

**WHEREAS**, the City published a notice of public hearing in the Brentwood Press on April 17, 2026, in accordance with City policies and Government Code Section 65090; and

**WHEREAS**, on April 28, 2026, the City Council held a duly-noticed public hearing to consider the Ordinance, including: (1) the public testimony and agenda

reports prepared in connection with the Ordinance, (2) the policy considerations discussed therein, and (3) the consideration by the City's Planning Commission; and

**WHEREAS**, all legal prerequisites to the adoption of the Ordinance have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BRENTWOOD DOES ORDAIN AS FOLLOWS:**

**SECTION 1. Recitals.** The above recitals are incorporated into this Ordinance as though fully set forth herein.

**SECTION 2. CEQA.** Pursuant to California Environmental Quality Act ("CEQA") Section 15061(b)(3) of the CEQA Guidelines, this project is exempt in that it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment, as the proposed Ordinance would not authorize or facilitate construction or groundbreaking activities and any future project subject to the Ordinance would undergo appropriate CEQA review prior to approval.

**SECTION 3. Rezoning.** Brentwood Municipal Code Section 17.870.008 provides:

*No rezoning of property or text amendment shall occur which is inconsistent with the city's community development plan. In making a decision, the Planning Commission and Council shall consider the consistency of the proposed action to the community development plan and other applicable city plans, and shall consider whether the proposed action is inappropriate or otherwise contrary to the public interest.*

The zoning text amendment set forth in Exhibit A is consistent and compatible with the City of Brentwood General Plan, including goals, policies, and implementation programs such as:

- a. Economic Development Policy ED 1-4 which seeks to maintain efficient processing of applications and permits related to economic development, and ensure that no unnecessary obstacles are created by creating consistency and compliance with state and federal law;
- b. Land Use Policy LU 3-9 which is intended to ensure that all commercial and other non-residential development is compatible with adjacent land uses, particularly residential uses. The Ordinance is appropriate and is not contrary to the public interest in that it will facilitate efficient application processing, encourage investment in Brentwood, and protect both the city's residents and existing development while also creating consistency between the City's current Zoning Code and State law.

**SECTION 4. Amendment.** Specified sections, or portions of sections, of Title 17 of the Brentwood Municipal Code are hereby amended, as shown in Exhibit

A attached hereto and incorporated herein, as follows. Revisions to existing sections are reflected in ~~striketrough~~ for deletions and underline for additions. Portions of sections not listed in the attached exhibit are not modified and remain in full force and effect.

**SECTION 5. Effective Date; Publication Date.** This ordinance shall be published in accordance with Government Code Section 36933. This ordinance shall take effect 30 days after its adoption. The City Clerk is directed to cause the Municipal Code text to be entered in the Brentwood Municipal Code of the City of Brentwood to be modified accordingly.

**THE FOREGOING ORDINANCE** was introduced with the first reading waived at a regular meeting by the City Council of the City of Brentwood at a regular meeting held on the 28th day of April 2026 by the following vote:

## EXHIBIT "A"

**Section 1.** Section 17.060.008 (Zoning – Annexations) of the Brentwood Municipal Code is hereby amended to read as follows:

### **17.060.008 Zoning – Annexations**

Prior to the annexation to the city of any property and pursuant to Chapter 17.870, the sponsor of any annexations shall file an application for rezoning of the property to be annexed and the city shall establish the zoning in accordance with Government Code § 65859, which will be in effect on the effective date of the annexation. Such zoning shall be in conformance with the city's general plan.

**Section 2.** Section 17.640.001 (Title and purpose of provisions) of the Brentwood Municipal Code is hereby amended to read as follows:

### **17.640.001 Title and purpose of provisions.**

- A. Title. This chapter shall be known as the sign ordinance of the City of Brentwood, California.
- B. Authority. This chapter is adopted pursuant to the city's general and police powers, California Constitution Article XI, Section 7; California Government Code Sections 65000 et seq., 65850(b), 38774, and 38775; Business and Professions Code Sections 5200 et seq., 5230, 5490 et seq., 13530 et seq., and 13540; Penal Code Section 556 et seq.; and other applicable state laws.
- C. Regulatory Scope. This chapter regulates signs, as defined herein, which are within the legal corporate limits of the city, but not on city property, as defined herein, or within the DT (downtown) zone. Signs on city property are controlled by Chapter 17.645. Signs on property located within the DT (downtown) zone are regulated by Chapter 17.280.
- D. Purpose and Intent. The purpose of this chapter is to create and enforce a comprehensive system for the reasonable regulation of signs within the city. By adopting this chapter, the city intends to balance many competing interests, which include, but are not limited to, the following:
  1. To provide each sign user an opportunity for effective identification by regulating the time, place, and manner under which signs may be displayed.
  2. To maintain a content-neutral approach to sign regulation so as not to inhibit protected forms of freedom of expression. ~~To allow exercise of the free speech right by the display of a sign.~~
  3. To regulate the number and size of signs according to standards consistent with the purpose of the city's various zoning districts and the intent of the zoning regulations.

4. To protect all zoning districts from the adverse impacts of excessive numbers or sizes of signs and signs of poor-quality design, and to enhance the character of residential neighborhoods and business areas, open views and vistas.
5. To protect and enhance property values.
6. To provide a reasonable and comprehensive system of sign regulations controls.
7. To serve the city's aesthetic interest by minimizing visual clutter while accommodating reasonable signage as a major and necessary form of communication.
8. To state rules for fair treatment of all sign users.
9. To promote public safety by reducing driver distraction while providing that official traffic regulation devices be easily visible and free from nearby visual obstructions such as blinking signs, and by prohibiting or limiting signs that constitute a traffic hazard or obstruct the visibility of motorists, bicyclists or pedestrians.
10. To reduce visual clutter by prohibiting the installation of new billboards, oversized signs, roof signs, animated signs and other similar types of signage.

**Section 3.** Subsection (H) of Section 17.660.008 (Fences and walls) of the Brentwood Municipal Code is hereby amended to read as follows:

**17.660.008. Fences and walls**

- H. Prohibited Fences. The following types of fences or fencing material are prohibited within all residential zones. In commercial zones, the following types of fencing material are prohibited unless specifically approved by the Planning Commission in conjunction with a design review or conditional use permit, or as required by city, state, or federal laws or regulations:
1. Barbed wire, razor, or concertina wire;
  2. Electrified fence, except as authorized under State law;
  3. Chain link fencing when visible from public areas, public rights-of-way, and/or private roadways;
  4. Temporary fencing, such as plastic or wire mesh fencing, barricades, and panel-system fences, except for construction sites, city-sponsored events, and temporary uses approved with a temporary use permit; and
  5. Fences and walls located within a public utility easement.

**Section 4.** Sections 17.800.009 and 17.800.010 of the Brentwood Municipal Code are hereby amended to read as follows:

**17.800.009 Public hearing notice.**

Whenever the provisions of this title state that a public hearing shall be held, the public hearing notice shall be given as follows:

- A. Through mailing of a public hearing notice to the following:
  1. The applicant and/or property owner/s or their duly authorized agent;
  2. The owners of all property within one thousand feet of the subject site as shown on the latest equalized assessment rolls;
  3. Any person who has filed a written request with either the city clerk or the City Council; and
  4. Each local agency expected to provide water, sewage, streets, roads, schools or other essential facilities or services to the property which is the subject of the application, whose ability to provide those facilities and services may be significantly affected.
- B. The public hearing notice shall include the date, time, and place of the public hearing, the identity of the hearing body or officer, a general explanation of the matter to be considered, and a general description, in text or by diagram, of the location of the real property, if any, that is the subject of the hearing;
- C. Publication once in one newspaper of general circulation in the city;
- D. ~~At the time of project submittal and before an application may be deemed complete (pursuant to the State Permit Streamlining Act) by city staff, t~~he project applicant shall erect on-site a sign(s) that identifies their proposed project. The following standards shall be adhered to:
  1. The sign shall be four feet by eight feet, unless another size is determined appropriate by the community development department director;
  2. The sign(s) shall be erected adjacent to each public right-of-way street frontage that the project site abuts, but shall not create sight distance problems along the adjacent rights-of-way;
  3. The actual text on the sign shall include a description of the nature of the action being considered, the appropriate City Hall phone number to call for questions on the proposed project, and be readable from the adjacent right-of-way;
  4. The project applicant shall be responsible for maintaining the sign(s) in a satisfactory condition, and for adding a hearing date when that has been determined by the city; and

5. The project applicant shall remove all sign(s) at the start of project construction or when project approvals have expired, whichever comes first.
- E. Alternative or additional notice may also be given pursuant to Section 65091 of the Government Code;
  - F. All mailing, ~~or~~ publication, and erect on-site signage, shall be accomplished at least ten days prior to the public hearing, except in the case that if a proposed ordinance or amendment to a zoning ordinance affects the permitted uses of real property, notice of the hearing before the Planning Commission shall be published, posted, mailed, and delivered, or advertised, as applicable, at least 20 days prior to the public hearing;
  - G. The failure of any person to receive notice required by this section, shall not affect the authority of the city to act on a matter before it, provided proper notice has been found to be given.

#### **17.800.010 Review procedure.**

Processing and determining completeness of project applications shall be in accordance with the Permit Streamlining Act (Government Code § 65920 et seq.). The Permit Streamlining Act applies to all discretionary development projects that are quasi-adjudicatory actions such as approvals of use permits, tentative subdivision maps, and variances. The Permit Streamlining Act does not apply to ministerial projects such as building permits, or to legislative or quasi-legislative projects such as rezoning requests and general plan amendments (Government Code § 65928 and related court interpretations). Upon submittal to the city, applications shall be processed in accordance with the following:

- A. Preliminary Review. ~~Within thirty days following initial submittal of an application the following actions shall be taken~~ After an application has been filed and appropriate fees have been paid, the application shall be examined by the zoning administrator or other responsible administrative officer to determine whether it contains all of the required information and is complete for the purposes of complying with Government Code § 65928. No later than 30 days following the submittal of the application, the applicant shall be notified in writing whether the application is deemed to be complete or incomplete. If the application is determined to be incomplete, the applicant shall be notified in writing of the reasons therefor and informed of the information still needed to make the application complete. If the city does not inform the applicant within the 30-day period, the application will be deemed complete.

- ~~1. A determination shall be made as to whether the application is in order and complete pursuant to city requirements, CEQA and local CEQA Guidelines.~~
- ~~2. If the application is determined to be not in order or complete the applicant shall be notified of the deficiencies in the application and/or specific data necessary to make it complete.~~
- ~~3. At such time as the application is determined to be complete it shall be so certified on the application form.~~

B. Initial Study. Following certification determination that an application is deemed complete the city shall review the proposal, conducting any studies necessary for its proper consideration and causing the preparation of reports for the reviewing body including any prerequisite environmental documents.

C. Final Review and Action. The filing date of an application shall be the date the application is certified determined to be complete after which the following actions shall be taken.

- 1. If the matter is one requiring a public hearing, a public hearing date shall be set and advertised pursuant to Section 17.800.009.
- 2. If the matter is one allowing zoning administrator or other administrative officer action, the matter shall be reviewed and action shall be taken.
- 3. If the matter is one requiring Planning Commission action or recommendation to the City Council, the matter will be forwarded to the Planning Commission for its review and action or recommendation, as applicable.
- 4. If the matter is one requiring City Council action, the matter will be forwarded to the City Council for their review and action.

**Section 5.** Sections 17.810.001 and 17.810.009 of the Brentwood Municipal Code are hereby amended to read as follows: 17.810.001 Title and purpose of provisions.

A. Title. The provisions of this chapter shall be known as the "development agreement procedures" of this title.

B. Purpose. ~~The purpose of these regulations is to allow the city and an applicant to enter into an agreement that will assure the city that a proposed project will proceed to its completion in compliance with the plans submitted by the applicant and to guarantee the applicant that the project can proceed to its completion in accordance with the rules and regulations in effect at the time of project approval.~~

- 1. Government Code § 65864 et seq. authorizes local governments to enter into development agreements with applicants for development

projects. Under appropriate circumstances, development agreements will strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services and the allocation of costs, achieve the maximum utilization of public and private resources in the development process, and assure, to the extent feasible, that appropriate measures to enhance and protect the environment of the city are achieved.

2. The objective of such an agreement is to provide assurances that, upon approval of the project, the applicant may proceed with the project in accord with existing policies, rules, and regulations subject to the conditions of approval, thus vesting certain development rights in the property. Development agreements will also ensure that all conditions of approval, including the construction of off-site improvements made necessary by such land developments, will proceed in an orderly and economical fashion to the benefit of the city. The purpose of this chapter is to establish procedures and requirements for consideration of development agreements by the city consistent with state law.

#### **17.810.009 Development agreement contents.**

The city attorney shall approve the form of each development agreement with consideration of the following: ~~The proposed agreement shall contain all the elements specified in subsections A through D of this section and may include any other provisions permitted by law including those specified in subsections E through G of this section:~~

- A. ~~The duration of the development agreement;~~ A proposed development agreement shall specify the duration of the agreement, the permitted uses of the property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes.
- B. ~~The permitted uses of the property;~~ A proposed development agreement may include conditions, terms, restrictions and requirements for subsequent discretionary actions; provided, that such conditions, terms, restrictions and requirements for subsequent discretionary actions shall not unreasonably prevent development of the land for the uses and to the density or intensity of the development set forth in the agreement. A proposed development agreement may also provide that construction shall be commenced within a specified time, and that the project or any phases thereof be completed within a specified time.

- C. ~~The density or intensity of use, the maximum height and size of proposed buildings; A program and standards for periodic review of the development agreement shall be included.~~
- D. ~~Provisions for reservation or dedication of land for public purposes; Appropriate provisions, acceptable to the city attorney, providing security for the performance of the developer under the development agreement shall be included.~~
- E. ~~Conditions, terms, restrictions and requirements for subsequent discretionary actions; provided, that such conditions, terms, restrictions and requirements for subsequent discretionary actions shall not prevent development of the land for the uses and to the density or intensity of development or within the time periods set forth in the agreement; A development agreement shall include all conditions imposed by the city with respect to the development project, including those conditions required as a result of any environmental review prepared under the California Environmental Quality Act. Agreements for special purposes may be adopted covering only certain aspects of the project. Any such special purpose development agreement shall be identified as such.~~
- F. ~~Conditions that construction shall be commenced within a specified time and that the project or any phase thereof be completed within a specified time; All development agreements shall contain an indemnity and insurance clause, in form and substance acceptable to the city attorney, requiring the developer to indemnify the city against claims arising out of the development process; provided, that such a provision does not violate applicable law or constitute a joint venture, partnership, or other participation in the business affairs of the developer by the city.~~
- G. A development agreement may include terms and conditions relating to the applicant's financing of necessary public facilities and subsequent reimbursement over time.

**Section 6.** Sections 17.840.010, 17.840.011, and 17.840.012 of the Brentwood Municipal Code are hereby amended, and Section 17.840.013 of the Brentwood Municipal Code is hereby added, to read as follows:

**17.840.010 Exception for cottage food operations.**

For the purposes of this section a cottage food operation means an enterprise within the registered or permitted (by the Contra Costa County Environmental al Health Division department) area of a private home or apartment, or other multifamily housing unit (i.e., condominiums or townhomes), where the individual, who proposes to conduct the cottage food operation in his or her private residence and is the owner of the cottage food operation, prepares and/or packages cottage food products that are not potentially hazardous foods for direct or indirect sale to consumers as permitted by the Contra Costa County Environmental Health Division in accordance with the California Health and Safety Code. Cottage food operations are allowed as a

home occupation subject to the California Health and Safety Code ([AB 1616, Gatto. Food safety: cottage food operations](#)) and this chapter with the following exceptions and performance standards:

- A. On-Site Customers. Only one vehicle and two customers are allowed at a time on the site with a maximum of twelve customers per day for direct sales. Such direct sales to customers shall be limited to the hours of eight a.m. to six p.m. Monday through Saturday. Direct sales on Sunday, as well as outdoor sales, are prohibited.
- B. On-Site Dining. On-site dining is prohibited.
- C. Employees. Only one full-time equivalent employee, not including the operator's family or household members, shall be on the premises of the cottage food operation at any time.
- D. Parking and Loading Requirements. For single-family homes, parking spaces for the cottage food operator and any employee shall be accommodated on the property site. For apartments and multifamily developments, the cottage food operator's designated space(s) shall be available for the use, including parking spaces for the applicant's own vehicles and any employee. On-site parking in an apartment complex or other multifamily residence requires approval from the property owner, landlord, homeowners association or property manager.

On-street parking spaces may be used for persons picking-up and/or delivering materials for the operation and third-party retailers coming to the property if proposed.

Loading of food products into vehicles may occur anytime within an enclosed garage when the garage door is shut. Hours for loading vehicles outside of a garage are limited from eight a.m. to six p.m. Monday through Saturday with no Sunday hours. Vehicles shall not idle when being loaded.

- E. Solid waste collection is limited to the city's regular cart service. No commercial trash collection shall occur on the site.
- F. There shall be no discharge of grease associated with the cottage food operation into the city's solid waste or storm drain system.

**17.840.011 Exception for microenterprise home kitchen operation (MEHKO).**

A microenterprise home kitchen operation (MEHKO) is a small-scale, home-based restaurant operated by a resident in a private home. MEHKOs can offer meals for dine-in, take-out, and/or delivery, and can also be used as a commissary for permitted food carts. A MEHKO is subject to the California Health and Safety Code (AB 626, Garcia. California Retail Food Code: microenterprise home kitchen operations) and the permitting requirements of the Contra Costa County Environmental Health Division, and shall meet all of the following requirements:

A. Operating Conditions. A MEHKO may operate within the City of Brentwood only under the following conditions:

1. A valid permit must be obtained from the Contra Costa County Environmental Health Division before a person may lawfully commence operations as a MEHKO.
2. A business license must be obtained from the City of Brentwood pursuant to Chapter 5.04 of the Brentwood Municipal Code before a person may lawfully commence operations as a MEHKO.
3. Onsite consumption of food is permitted only pursuant to Health and Safety Code § 113825 and 114367.2 and food may be provided for delivery only pursuant to Health and Safety Code § 114367.5.
4. Solid waste collection shall be limited to the city's regular cart service. No commercial solid waste collection shall occur on the site.
5. There shall be no discharge of grease associated with the microenterprise home kitchen operation operation into the city's sanitary sewer, solid waste, or storm drain system.

**17.840.01~~2~~ Authority and effect.**

Nothing in this chapter shall be construed to preclude the enforcement of other applicable county, state and federal laws and regulations, including, but not limited to, Americans with Disabilities Act requirements and building code requirements.

**17.840.01~~3~~ Appeal.**

Action of the community development director may be appealed pursuant to Chapter 17.880.

**Section 7.** Section 17.870.009 of the Brentwood Municipal Code is hereby amended to read as follows:

**17.870.009 Appeal.**

Action by the Planning Commission denying a rezoning or zoning ordinance text amendment may be appealed pursuant to Chapter 17.880.

**ORDINANCE NO. XXXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRENTWOOD APPROVING A TEXT AMENDMENT (RZ 26-001) TO THE BRENTWOOD MUNICIPAL CODE TO LIMIT THE TOTAL NUMBER OF AUTOMOBILE SERVICE STATIONS/GAS STATIONS WITHIN THE CITY**

**WHEREAS**, City staff prepared a zoning text amendment that would limit the total number of automobile service stations/gas stations to 20 within the City by adding Brentwood Municipal Code Section 17.665 (Automobile Services Stations/Gas Stations) (the "Ordinance"); and

**WHEREAS**, the Ordinance would amend Title 17 (Zoning) of the Brentwood Municipal Code ("BMC"); and

**WHEREAS**, Brentwood is transitioning from a city with vast areas of open land to one relying on infill development and redevelopment of existing areas and there are few vacant commercial sites to locate any new types of businesses, including gasoline fuel stations and car washes; and

**WHEREAS**, gasoline fuel stations and car washes may not be the highest and best use of the limited available commercial land, especially where such uses may be incompatible with nearby residentially zoned properties; and

**WHEREAS**, expanding the availability of alternative fuel stations will allow the City of Brentwood to transition away from the use of pure fossil fuels as an energy source for vehicles to lower emission and zero emission alternatives, which will have positive impacts on community health, public safety, and the local and regional environment while aligning with State goals for sustainability; and

**WHEREAS**, the Planning Commission has reviewed the proposed amendment to the Brentwood Municipal Code, has found that the proposed Ordinance is consistent with the goals and policies of the General Plan, and recommends adoption to the City Council; and

**WHEREAS**, on March 6, 2026, the City gave public notice of a Planning Commission public hearing to be held to consider this Ordinance by advertisement in the Brentwood Press, a newspaper of general circulation; and

**WHEREAS**, on March 17, 2026, the Planning Commission held a duly-noticed public hearing to consider the staff report, recommendation by staff, and public testimony concerning this Ordinance. Following the public hearing, the Planning Commission voted to recommend that the City Council adopt the proposed Ordinance by a vote of 5-0; and

**WHEREAS**, the City published a notice of public hearing in the Brentwood Press on April 17, 2026, in accordance with City policies and Government Code Section 65090; and

**WHEREAS**, on April 28, 2026, the City Council held a duly-noticed public hearing to consider the Ordinance, including: (1) the public testimony and agenda reports prepared in connection with the Ordinance, (2) the policy considerations discussed therein, and (3) the consideration by the City’s Planning Commission; and

**WHEREAS**, all legal prerequisites to the adoption of the Ordinance have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BRENTWOOD DOES ORDAIN AS FOLLOWS:**

**SECTION 1. Recitals.** The above recitals are incorporated into this Ordinance as though fully set forth herein.

**SECTION 2. CEQA.** Pursuant to California Environmental Quality Act (“CEQA”) Section 15061(b)(3) of the CEQA Guidelines, this project is exempt in that it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment, as the proposed Ordinance would not authorize or facilitate construction or groundbreaking activities and any future project subject to the Ordinance would undergo appropriate CEQA review prior to approval.

**SECTION 3. Rezoning.** Brentwood Municipal Code Section 17.870.008 provides:

*No rezoning of property or text amendment shall occur which is inconsistent with the city’s community development plan. In making a decision, the Planning Commission and Council shall consider the consistency of the proposed action to the community development plan and other applicable city plans, and shall consider whether the proposed action is inappropriate or otherwise contrary to the public interest.*

The zoning text amendments set forth in Exhibit A are consistent with the General Plan because General Plan Land Use Policy LU 3-1 aims to ensure that an adequate inventory of vacant industrial, commercial, office, and business park land is designated, zoned, and maintained for targeted employment-generating uses. The Ordinance’s amendments limit the total number of gasoline fuel stations and will help to preserve remaining commercial land in the city for uses with greater employment generating potential. The Planning Commission finds that the Ordinance is appropriate and is not contrary to the public interest in that it will help preserve commercial land for the highest and best use and protect the city’s residential neighborhoods.

**SECTION 4. Amendment.** Specified sections, or portions of sections, of Title 17 of the Brentwood Municipal Code are hereby amended, as shown in Exhibit

A attached hereto and incorporated herein, as follows. Portions of sections not listed in the attached exhibit are not modified and remain in full force and effect.

**SECTION 5. Effective Date; Publication Date.** This ordinance shall be published in accordance with Government Code Section 36933. This ordinance shall take effect 30 days after its adoption. The City Clerk is directed to cause the Municipal Code text to be entered in the Brentwood Municipal Code of the City of Brentwood to be modified accordingly.

**THE FOREGOING ORDINANCE** was introduced with the first reading waived at a regular meeting by the City Council of the City of Brentwood at a regular meeting held on the 28th day of April 2026 by the following vote:

## **EXHIBIT "A"**

**Section 1.** Section 17.030.030 of the Brentwood Municipal Code, titled "Definitions," is hereby amended to add the definition of "gas station," "automobile service station," or "fueling station" to read as follows:

**Section 17.030.030 Definitions.**

"**Gas station,**" "**automobile service station**", or "**fueling station**" means a retail business selling, storing and/or dispensing gasoline, diesel, or any other fossil fuel-based motor vehicle fuels.

**Section 2.** Chapter 17.665 of the Brentwood Municipal Code is hereby added to read as follows:

**Chapter 17.665 AUTOMOBILE SERVICES STATIONS/GAS STATIONS**

**Chapter 17.665.001 Intent and purpose of the chapter.**

- A. It is found that automobile service stations create special problems of traffic friction, congestion, and hazard, especially at street intersections, and that such stations differ significantly from other uses permitted in commercial zones, thus requiring special controls on location, siting, and development.
- B. The purpose of this section is to minimize the adverse effects of service stations while enabling the provision of reasonably convenient automobile service and promoting compatibility with surrounding activities.
- C. Automobile Service Stations/Gas Stations are as defined by Chapter 17.330

**Chapter 17.665.002 Limits on the Number of Automobile Service Stations/Gas Stations.**

- A. Total Number of Automobile Service Stations/Gas Stations. The issuing of Automobile Service Stations/Gas Stations licenses is limited as follows:
  1. The total number of automobile service stations/gas stations within the city shall be limited to no more than 20. Such limitation shall include the combined number of licensed and legally operating gasoline and automobile service stations and those not constructed but with applications deemed completed at the time of the Ordinance adoption.
  2. No entitlements or licenses may be issued to authorize automobile service stations/gas stations if the number already issued equals or exceeds the total number authorized pursuant to subsection 1.
  3. If a licensed and operating gasoline or service station is discontinued from use for a period of 12 months, then further use of the property as a gasoline

or automobile service station shall require authorization through a new Conditional Use Permit. If the use has discontinued due to construction under a valid building permit, the Community Development Director may grant a limited extension of the 12-month period when presented with documentation, prior to the expiration of the 12-month period, demonstrating that construction has been actively, continuously, and diligently pursued; such extensions are intended to be infrequent and shall not be granted where the use has effectively been abandoned or where delays are attributable to the applicant's lack of diligence. Prior to granting an extension, the Community Development Director shall prepare a written determination that construction has been actively, continuously, and diligently pursued and without undue delay.

4. If at the time of a land use application for a gasoline service station there are fewer than 20 gasoline service stations operating or approved in the city, the city shall review new applications in the order in which land use applications are deemed complete.
5. The City of Brentwood planning division (planning) shall maintain the list of operating or approved gasoline or automobile service stations and their locations within the city.

### **Chapter 17.665.003 Development Standards**

The sites and physical building(s) containing the Automobile Service Stations/Gas Stations use is subject to the prescribed zoning district standards and permitting process, except that the following standards apply:

- A. Location and separation. An automobile service station shall be at least three hundred feet from any school, park, or similar use, and shall be at least five hundred feet from any other service station on the same side of a street, except at an intersection of two streets where a maximum of two stations may be permitted on the corners of such intersection. Separation requirements shall be measured from property line to property line.
- B. Lot size. An automobile service station site shall be at least one hundred fifty feet by one hundred fifty feet or the minimum required for the zone in which it is located, whichever is greater. An automobile service station may be modified or rebuilt on an existing service station parcel with site dimensions less than required in this section, provided that all other development standards for the service station are satisfied.
- C. Setbacks. Notwithstanding the applicable setback regulations for the underlying zone, canopies over pump islands, whether attached to a building or not, may extend to within ten feet of street property lines.

- D. Driveways. No more than two driveways or means of access shall be provided to any one street. Driveways shall be located as follows:
1. Not less than twenty-five feet from the nearest street intersection;
  2. Not less than twenty-five feet from any other driveway;
  3. Not less than five feet from a side property line.
- E. Ancillary equipment/devices. Ancillary equipment/devices such as air compressors shall not be located in any required building setback area.
- F. Alternative fuel stations. In addition to the minimum electric vehicle (EV) charging stations required by the California Building Code (CBC), a minimum of one alternative fuel station shall be provided for every four petroleum-based fuel pumps. The alternative fuel station can be an additional EV charging station, compressed natural gas (CNG), hydrogen, or other alternative fuel.

**ORDINANCE NO. XXXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRENTWOOD APPROVING A TEXT AMENDMENT (RZ 26-001) TO THE BRENTWOOD MUNICIPAL CODE TO ADD REGULATIONS AND DEVELOPMENT STANDARDS RELATED TO STREAM SETBACKS**

**WHEREAS**, City staff prepared a zoning text amendment to amend the Brentwood Municipal Code to add regulations and development standards related to stream setbacks within the City by adding Brentwood Municipal Code Section 17.625 (Stream Setback Regulations) (the "Ordinance"); and

**WHEREAS**, the Ordinance would amend Title 17 (Zoning) of the Brentwood Municipal Code ("BMC"); and

**WHEREAS**, Goal COS 3 of the Conservation and Open Space Element of the City's General Plan calls for the protection and enhancement of Brentwood's ecosystem and natural habitats; and

**WHEREAS**, Policy COS 3-1 of the Conservation and Open Space Element of the City's General Plan recognizes that sensitive habitats include creek corridors, wetlands, vernal pools, riparian areas, wildlife and fish migration corridors, native plant nursery sites, waters of the United States, sensitive natural communities, and other habitats designated by state and federal agencies; and

**WHEREAS**, Policy COS 3-1 of the Conservation and Open Space Element of the City's General Plan looks to preserve and enhance those biological communities that contribute to Brentwood's and the region's biodiversity including, but not limited to, wetlands, riparian areas, aquatic habitat, and agricultural lands; and

**WHEREAS**, Action COS 3a of the Conservation and Open Space Element of the City's General Plan requires new development, as well as infrastructure projects, long-range planning projects, and other projects, to comply with the requirements of the HCP/NCCP to ensure that potentially significant impacts to special-status species and sensitive resources are adequately addressed; and

**WHEREAS**, the proposed HCP/NCCP conservation measures address the landscape level, community-level (or habitat), and species-level impacts, and include measures to address the following objectives: design of covered activities to avoid or minimize impacts on covered species and covered vegetation communities; preservation of covered vegetation communities; preservation of covered species populations and habitats; restoration of covered species habitat and vegetation communities to compensate for direct and indirect impacts on specific species and vegetation communities; restoration of species habitat to contribute to the recovery of listed covered species and help prevent the listing of non-listed covered species, and management of preserves to maximize the functions of habitats for covered species; and

**WHEREAS**, by developing a plan that addresses natural resource issues comprehensively and proactively, the City would increase its control over local land use issues and benefit species and project proponents alike; and

**WHEREAS**, the Planning Commission has reviewed the proposed amendment to the Brentwood Municipal Code, has found that the proposed Ordinance is consistent with the goals and policies of the General Plan, and recommends adoption to the City Council; and

**WHEREAS**, on March 6, 2026, the City gave public notice of a Planning Commission public hearing to be held to consider this Ordinance by advertisement in the Brentwood Press, a newspaper of general circulation; and

**WHEREAS**, on March 17, 2026, the Planning Commission held a duly-noticed public hearing to consider the staff report, recommendation by staff, and public testimony concerning this Ordinance. Following the public hearing, the Planning Commission voted to recommend that the City Council adopt the proposed Ordinance by a vote of 5-0; and

**WHEREAS**, the City published a notice of public hearing in the Brentwood Press on April 17, 2026, in accordance with City policies and Government Code Section 65090; and

**WHEREAS**, on April 28, 2026, the City Council held a duly-noticed public hearing to consider the Ordinance, including: (1) the public testimony and agenda reports prepared in connection with the Ordinance, (2) the policy considerations discussed therein, and (3) the consideration by the City's Planning Commission; and

**WHEREAS**, all legal prerequisites to the adoption of the Ordinance have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BRENTWOOD DOES ORDAIN AS FOLLOWS:**

**SECTION 1. Recitals.** The above recitals are incorporated into this Ordinance as though fully set forth herein.

**SECTION 2. CEQA.** Pursuant to California Environmental Quality Act ("CEQA") Section 15061(b)(3) of the CEQA Guidelines, this project is exempt because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment, as the proposed Ordinance would not authorize or facilitate construction or groundbreaking activities and any future project subject to the Ordinance would undergo appropriate CEQA review prior to approval.

**SECTION 3. Rezoning.** Brentwood Municipal Code Section 17.870.008 provides:

*No rezoning of property or text amendment shall occur which is inconsistent with the city's community development plan. In making a decision, the Planning Commission and Council shall consider the consistency of the*

*proposed action to the community development plan and other applicable city plans, and shall consider whether the proposed action is inappropriate or otherwise contrary to the public interest.*

The zoning text amendment set forth in Exhibit A is consistent with the General Plan, as amended from time to time, inasmuch as it helps implement Brentwood's General Plan Conservation and Open Space Element, including, specifically, Goal COS 3, in that the regulations will be used to help protect and enhance Brentwood's ecosystem and natural habitats by maintaining a buffer zone between urban development and existing and restored streambeds throughout the City. In addition, the amendment would help to implement Policies COS 3-1 and COS 3-2 in that the regulations will be used to preserve and enhance biological communities that contribute to the biodiversity of Brentwood and the region by maintaining and enhancing the water quality of the streams to protect native fish populations. Lastly, Action COS 3a would be implemented in that these regulations will be required of qualifying new development to ensure that potentially significant impacts to special status species and sensitive resources are adequately addressed.

The City Council likewise finds that the Ordinance is appropriate and is not contrary to the public interest in that it will add clarity to and update the provisions of the Brentwood Municipal Code and the Zoning Ordinance.

**SECTION 4. Amendment.** Specified sections, or portions of sections, of Title 17 of the Brentwood Municipal Code are hereby amended, as shown in Exhibit A attached hereto and incorporated herein, as follows. Portions of sections not listed in the attached exhibit are not modified and remain in full force and effect.

**SECTION 5. Effective Date; Publication Date.** This ordinance shall be published in accordance with Government Code Section 36933. This ordinance shall take effect 30 days after its adoption. The City Clerk is directed to cause the Municipal Code text to be entered in the Brentwood Municipal Code of the City of Brentwood to be modified accordingly.

**THE FOREGOING ORDINANCE** was introduced with the first reading waived at a regular meeting by the City Council of the City of Brentwood at a regular meeting held on the 28th day of April 2026 by the following vote:

**EXHIBIT "A"**

Chapter 17.625 of the Brentwood Municipal Code is hereby added to read as follows:

**Chapter 17.625 Stream Setback Regulations****17.625.001 Title and purpose of provisions.**

- A. Title. The provisions of this chapter shall be known as the "Stream Setback Regulations" of this title.
- B. Purpose. This section is intended to protect the City's creek and riparian areas, which provide benefits to the community in the form of natural habitats, flood protection and stormwater runoff, and areas for active and passive recreation and is intended to achieve the following purposes:
  - 1. Maintain or improve water quality by filtering sediments and pollutants from urban runoff before they reach the stream.
  - 2. Allow for protection of preserved and restored riparian woodland and scrub within and adjacent to the stream channel.
  - 3. Maintain a buffer zone between urban development and existing and restored nesting habitat for Swainson's hawk and other bird species.
  - 4. Maintain and enhance the water quality of the stream to protect native fish populations, including populations of special-status species that occur in downstream reaches (e.g. fall-run Chinook salmon in Marsh Creek).
  - 5. Maintain a more viable wildlife corridor for some species (e.g. California red-legged frog, foothill yellow-legged frog) than would be present with a narrower buffer zone.
  - 6. Maximize the natural flood protection value of the floodplain.
  - 7. Provide for recreational trails along the corridor that are compatible with wildlife use.

**17.625.002 Applicability of provisions—General.**

A stream setback will be applied to all development projects which include or are adjacent to any perennial, intermittent, and ephemeral streams, including projects not covered by the Final East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP). All projects shall follow Conservation Measure 1.7 "Establish Stream Setbacks" of the Final HCP/NCCP to determine the applicable regulations and setbacks. The setback shall be measured from the top of the stream bank in an aerial perspective (to eliminate differences in setbacks on different slopes). Where native woody riparian vegetation is present, setbacks will extend, at minimum, to the outer dripline of this vegetation. Stream setbacks will be established for all perennial, intermittent, and ephemeral streams for all covered activities within the Urban Development Area.

## **RESOLUTION NO. 2026-XX**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENTWOOD APPROVING AN AMENDMENT TO THE PRIORITY AREA ONE (PA-1) SPECIFIC PLAN (SPA 26-001) UPDATING REGULATIONS RELATED TO PRIVATE AND PUBLIC SCHOOLS**

**WHEREAS**, City staff prepared a text amendment to the Priority Area One (PA-1) Specific Plan updating regulations related to private and public schools (the "Resolution"); and

**WHEREAS**, on July 22, 2014, the City Council of the City of Brentwood adopted an update to the City's General Plan (the "General Plan") that included, among other things, policy language prioritizing the development of a roughly 431-acre portion of the City generally bounded by Heidorn Ranch Road, Lone Tree Way, Shady Willow Lane, and Sand Creek and identified as "Priority Area 1" (the "Specific Plan Area"); and

**WHEREAS**, on October 16, 2018, the Planning Commission held a Public Hearing regarding the Priority Area 1 Specific Plan and recommended that the City Council (1) certify an Environmental Impact Report (EIR), (2) adopt a General Plan amendment (GPA 18-002), (3) adopt the Priority Area 1 Specific Plan (SPA 18-001), and (4) adopt a rezone (RZ 18-003) to implement a zoning text amendment and map amendments within the Priority Area 1 Specific Plan and adopting Chapter 17.295 PA-1 (Priority Area One) Zone; and

**WHEREAS**, on November 13, 2018, the City Council adopted Resolution No. 2018-159, (1) certifying an Environmental Impact Report (EIR), (2) adopting a General Plan amendment (GPA 18-002), and (3) approving the Priority Area 1 (PA-1) Specific Plan; and adopted a rezone (RZ 18-003) to implement a zoning text amendment and map amendments within the Priority Area 1 Specific Plan and adopting Chapter 17.295 PA-1 (Priority Area One) Zone; and

**WHEREAS**, on October 11, 2022, the City Council approved (1) a Resolution to Adopt an Addendum to the Environmental Impact Report for the Priority Area One Specific Plan, (2) a Resolution to Adopt an Amendment to the Priority Area 1 Specific Plan (SPA 22-001), and (3) an Ordinance to Approve a Rezone (RZ 22-001) to amend Brentwood Municipal Code Chapter 17.295 (PA-1 [Priority Area One]) Zone; and

**WHEREAS**, the Planning Commission has reviewed the proposed amendment to the PA-1 Specific Plan, has found that the proposed Resolution is consistent with the goals and policies of the Priority Area 1 Specific Plan and General Plan, and recommends adoption to the City Council; and

**WHEREAS**, on March 6, 2026, the City gave public notice of a Planning Commission public hearing to be held to consider this Resolution by advertisement in the Brentwood Press, a newspaper of general circulation; and

**WHEREAS**, on March 17, 2026, the Planning Commission held a duly-noticed public hearing to consider the staff report, recommendation by staff, and public testimony concerning this Resolution. Following the public hearing, the Planning Commission voted to recommend that the City Council adopt the proposed Resolution by a vote of 4-0; and

**WHEREAS**, the City published a notice of public hearing in the Brentwood Press on April 17, 2026, in accordance with City policies and Government Code Section 65090; and

**WHEREAS**, on April 28, 2026, the City Council held a duly-noticed public hearing to consider the Resolution, including: (1) the public testimony and agenda reports prepared in connection with the Resolution, (2) the policy considerations discussed therein, and (3) the consideration by the City's Planning Commission; and

**WHEREAS**, all legal prerequisites to the adoption of the Resolution have occurred.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Brentwood does hereby resolve as follows:

**SECTION 1. Recitals.** The above recitals are incorporated into this Resolution as though fully set forth herein.

**SECTION 2. CEQA.** Pursuant to California Environmental Quality Act ("CEQA") Section 15061(b)(3) of the CEQA Guidelines, this project is exempt because it can be seen with certainty that there is no possibility that the Resolution may have a significant effect on the environment, as the proposed Resolution would not authorize or facilitate construction or groundbreaking activities and any future project subject to the Resolution would undergo appropriate CEQA review prior to approval.

**SECTION 3. Rezoning.** Brentwood Municipal Code Section 17.870.008 provides:

*The Specific Plan amendment is consistent and compatible with the Brentwood General Plan.*

The City Council finds that the Resolution is appropriate and is not contrary to the public interest in that it will add clarity to and update the provisions of the PA-1 Specific Plan. The requested amendment is consistent and compatible with the City of Brentwood General Plan (as updated July 2014), including goals, policies, and implementation programs such as:

- a. Land Use Policy LU1-2, which directs the "PA-1" land use designation be adopted for the area within the PA-1 Specific Plan planning area; and
- b. Land Use Policy Goal 3, which states, "Provide for a diversified mix of strong retail centers, service commercial activities, manufacturing enterprises, and high paying employment opportunities that

contribute to Brentwood’s economic well-being,” in that it is projected that the changes to the PA-1 Specific Plan that are contemplated in the amendment will incentivize and facilitate the development and expansion of existing businesses.

- c. Economic Development Policy ED 3-2, which aims to ensure that the application and permitting process for expansion or improvements to existing businesses is user-friendly by allowing existing business to grow.

**SECTION 4. SECTION 4. Amendment.** The Priority Area 1 Specific Plan is hereby amended (added text underlined, deleted text ~~stricken~~) as follows:

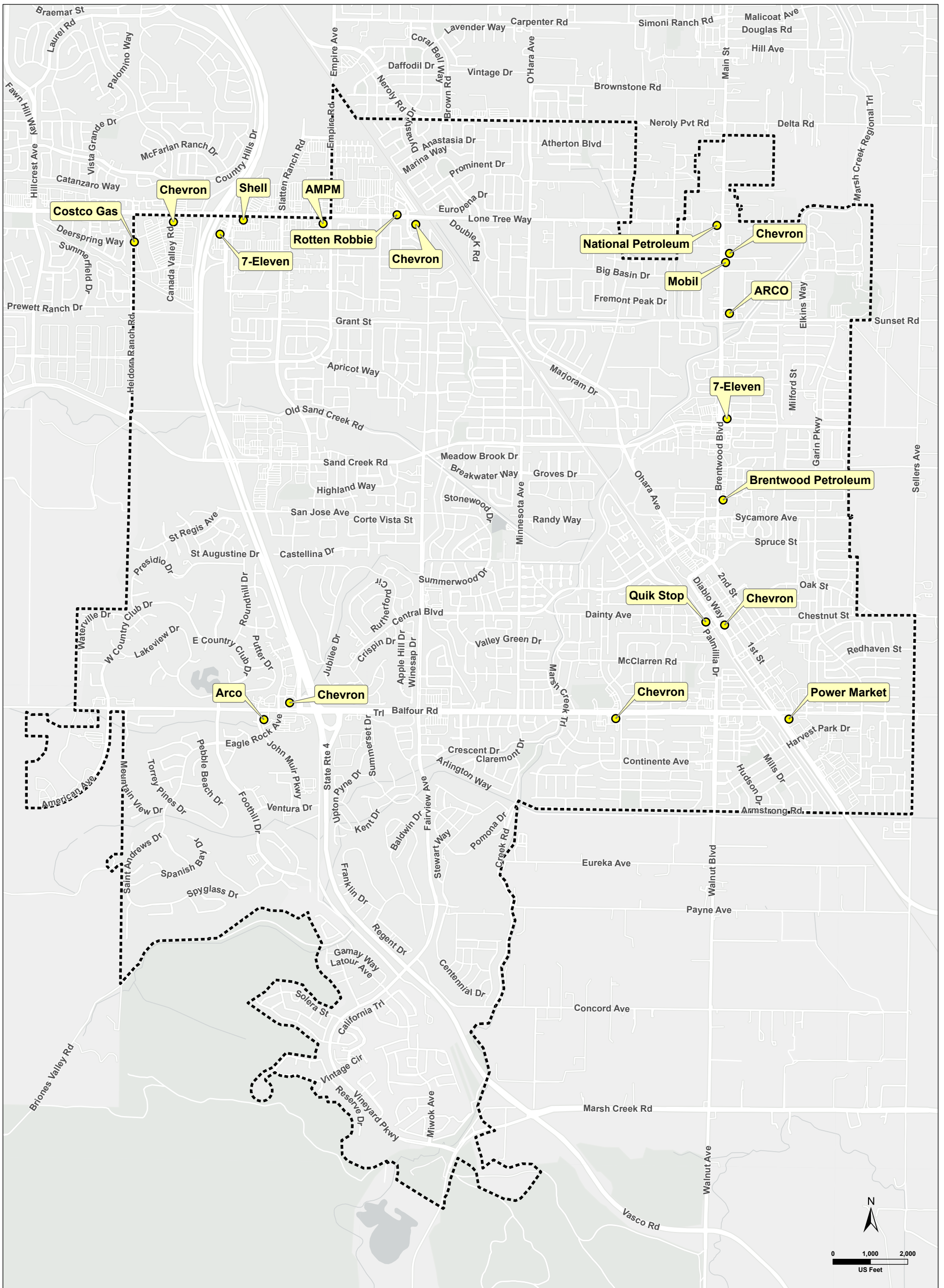
**CHAPTER 4: LAND USE PLAN**

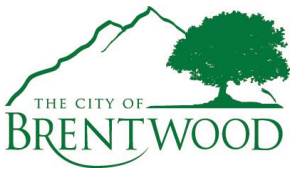
4.3: ALLOWED USES

Table 4.2: Allowed Uses									
	ECLI	TV/MU	RC	MFVHDR	HDR	RA	PF	TS	Additional Regulations
Private Educational Facilities	<del>C</del>	<del>C</del>	C	-	-	-	-	-	
<del>Public School Facilities</del>	<u>P</u>	<u>E</u>	<u>E</u>	<u>E</u>	<u>E</u>	<u>E</u>	-	-	

**SECTION 5. Effective Date.** This resolution shall become effective immediately upon its passage and adoption.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Brentwood at a regular meeting held on the 28th day of April 2026 by the following vote:





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

**DEPARTMENT:** Human Resources

**STAFF:** Teresa Fairbanks, Human Resources Manager  
Sukari Beshears, Director of Human Resources / Risk Manager

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### **TITLE/RECOMMENDATION**

Public Hearing for Compliance with Assembly Bill 2561 / Government Code Section 3502.3 Regarding Vacancies, Recruitment, and Retention Efforts.

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

### **FISCAL IMPACT**

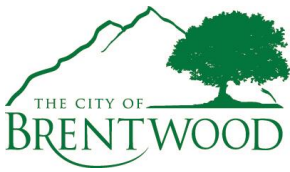
There is no direct fiscal impact associated with conducting the public hearing required under Government Code section 3205.3

### **BACKGROUND**

Assembly Bill 2561 (AB 2561), which became effective on January 1, 2025, requires public agencies to report annually on the status of workforce vacancies as part of a statewide effort to address ongoing staffing shortages in local government. These shortages continue to affect service delivery and contribute to increased workloads for existing employees.

In accordance with the legislation, public agencies must conduct a public hearing at least once per fiscal year, prior to adoption of the upcoming fiscal year budget, to present information on current vacancies, recruitment activities, and employee retention efforts. The hearing must also identify any policies, procedures, or recruitment practices that may create barriers in the hiring process and outline potential changes to improve staffing outcomes.

This report provides vacancy, recruitment, and retention data for calendar year 2025.



AB 2561 amended the Meyers-Milias-Brown Act by adding Government Code Section 3502.3, which requires local public agencies to enhance transparency and accountability in public sector staffing. The purpose of AB 2561 is to address growing concerns over staffing shortages in public agencies. To mitigate these impacts, the law requires agencies to report the following:

**1. Public Hearing – Present the status of vacancies and recruitment and retention efforts**

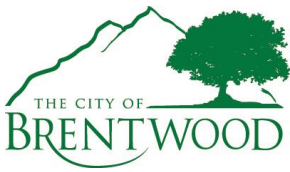
As of December 31, 2025, the City had 341 full-time equivalent (FTE) budgeted positions, with 324 FTE’s represented by a recognized bargaining unit. The City’s vacancy rate as of December 31, 2025 was 7%.

The City’s vacancy rate for the previous year was 11%.

Month	Vacancies End of Month	Hires	Separations	Promotions	Budgeted FTEs	Vacancy %
January	35.5	5	3	2	340	10%
February	33.5	5	3	2	340	10%
March	33.5	0	0	2	340	10%
April	28.5	6	1	3	341	8%
May	25.5	4	1	2	341	7%
June	24.5	4	3	1	341	7%
July	24.5	2	2	2	341	7%
August	25.5	1	2	1	341	7%
September	26.5	2	3	1	341	8%
October	26.5	2	2	1	341	8%
November	22.5	5	1	2	341	7%
December	22.5	3	3	4	341	7%

**2. Identify any policies or practices that may hinder hiring or retention**

Staff reviewed City policies and practices and did not identify any policies or practices that currently hinder hiring or retention at this time. Staff will continue to make this a priority and will inform the City Council if any issues are identified.



**3. Employee Organization Participation**

Allow the recognized employee organization for each bargaining unit at the City to make presentations during the public hearing concerning vacancies and recruitment and retention efforts. The Human Resources Department notified the City’s represented bargaining units of the opportunity to present. (Gov. Code § 3502.3(b))

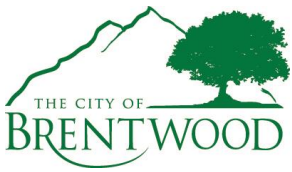
**4. Additional Reporting for High Vacancy Rates**

If vacancies within a single bargaining unit meet or exceed 20% of authorized full-time positions in that bargaining unit, upon request of the recognized employee organization for that bargaining unit, the City must provide additional information during the public hearing, including applicant volume, hiring timelines, and efforts to improve compensation, benefits and working conditions. (Gov. Code § 3502.3(c))

At the end of calendar year 2025, the City’s bargaining units with recognized employee organizations, were all under the 20% vacancy rate, which is summarized below:

<b>Bargaining Unit</b>	<b>Vacancy Rate</b>
Brentwood Employees’ Association-Miscellaneous Office Division	7%
Brentwood Employees’ Association-Public Works Division	0%
Police Lieutenants Group	0%
Brentwood Managers and Confidential Employees’ Association	5%
Brentwood Police Officers’ Association	8%*
Brentwood Supervisors and Professional Employees’ Association	14%
<b>Unrepresented</b>	<b>Vacancy Rate</b>
Unrepresented Executive & Senior Management	18%

\*Two (2) Police Officer vacancies are “under-filled” by Police Officer Trainees graduating in calendar year 2026.



**CITY COUNCIL STRATEGIC INITIATIVE**

Not Applicable.

**PREVIOUS ACTION**

Not Applicable.

**DATE OF NOTICE**

April 10, 2026

**ENVIRONMENTAL DETERMINATION**

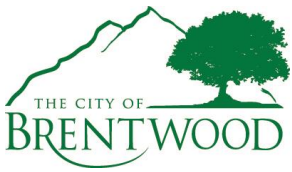
Not Applicable.

**ALTERNATIVE OPTION(S)**

Staff does not recommend any alternative options to ensure that the City has a final report on file to be compliant with AB 2561.

**ATTACHMENT(S)**

Not Applicable.



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**SUBJECT:** Continue Public Hearing for the Unlawful Loud or Unruly Gathering Ordinance

**DEPARTMENT:** Community Development

**STAFF:** Alexis Morris, Director of Community Development

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### **TITLE/RECOMMENDATION**

It is requested that the City Council continue the public hearing on the Unlawful Loud or Unruly Gathering Ordinance pending review of the Ordinance by the Ad-Hoc Committee.

### **FISCAL IMPACT**

There is no fiscal impact associated with continuing the public hearing to a date certain.

### **BACKGROUND**

This item was tentatively scheduled as a public hearing for the April 28<sup>th</sup> City Council meeting pending review of the draft Unlawful Loud or Unruly Gathering Ordinance by the Social Nuisance Ordinance Development Ad Hoc Committee of the City Council. Staff is requesting that the City Council continue this item to the May 12, 2026, City Council meeting to allow the Ad Hoc Committee to complete its review and make a recommendation to the City Council.

### **CITY COUNCIL STRATEGIC INITIATIVE**

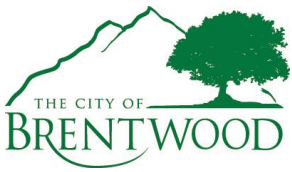
Not Applicable.

### **DATE OF NOTICE**

The City of Brentwood published a public hearing notice in the Brentwood Press on April 17, 2026.

### **ENVIRONMENTAL DETERMINATION**

There is no environmental determination needed for this continuance.



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**SUBJECT:** Approve the Amended and Retitled City Council Administrative Policy No. 20-23 retitled as Prohibiting Discrimination, Harassment, and Retaliation

**DEPARTMENT:** Human Resources

**STAFF:** Sukari Beshears, Director of Human Resources/Risk Manager

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### **TITLE/RECOMMENDATION**

Adopt a Resolution approving the amended and retitled City Council Administrative Policy No. 20-23 retitled as Prohibiting Discrimination, Harassment, and Retaliation.

Staff recommends that Council approve the amendments as part of the City's ongoing efforts to ensure that all employees are treated with dignity, fairness, and respect.

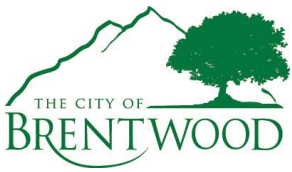
### **FISCAL IMPACT**

There is no fiscal impact associated with the adoption of this Resolution.

### **BACKGROUND**

On February 18, 2025, the Diversity Equity Belonging and Inclusion (DEBI) Committee discussed developing an Anti-Racism Policy to maintain responsible behavior, ensure everyone is treated with dignity and respect, and all individuals feel safe and protected from racism. This reflects the City's commitment to an anti-racist culture that builds confidence and trust while providing an environment where the workforce is treated fairly and is free from all forms of racism and prejudice. Staff recommended that the DEBI Committee consider amending the current Prohibiting Unlawful Discrimination and Harassment Policy.

The amended Policy before Council this evening, reflects review by the executive team, collaboration from the DEBI Committee and staff along with input received from bargaining groups through the meet and confer process. It is part of the City's ongoing efforts to ensure that all members of the community and workforce are treated with dignity, fairness, and respect. These updates reflect both legal requirements and the City's core values of integrity, passion, accountability, respect, and quality.



While the City has long prohibited discrimination, harassment, and retaliation based on race, the updated policy now makes it explicit that conduct motivated by hate, racism, or bigotry has no place in the City, its workplace, or the community Brentwood serves.

This policy revision underscores the City's continued commitment to equity and inclusion and reflects the City's zero-tolerance approach to behavior that undermines the safety or dignity of others. These changes are part of the City's broader commitment to equity in public service and civic life. The updated language reinforces that City government, the workforce, and the institutions will not tolerate hate-based conduct or rhetoric, whether it occurs in the workplace, in public programs, or in day-to-day service to the community.

The City of Brentwood is grateful to the DEBI Committee for raising these important and courageous conversations as well as the ongoing partnership in building a more just, inclusive, and respectful civic environment. The updated policy applies to all City employees, officials, and anyone acting on behalf of the City. It is one step among many the City is taking to ensure that the values of equity, respect, and inclusion are reflected in both city policies and city practices.

Modern workforces prioritize psychological safety and vocal anti-racist commitments. Prioritizes these things will make Brentwood more attractive to top talent that value inclusive workplaces.

This staff report and related attachments have been reviewed by the City Attorney and outside legal counsel that specializes in employment law.

**CITY COUNCIL STRATEGIC INITIATIVE**

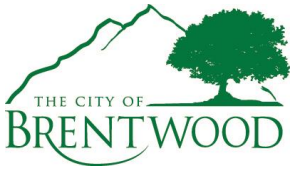
Not Applicable.

**PREVIOUS ACTION**

Previous Action by the City Council is included as Attachment 1.

**DATE OF NOTICE**

Not Applicable.



**ENVIRONMENTAL DETERMINATION**

Not Applicable.

**ALTERNATIVE OPTION(S)**

Staff does not recommend any alternative options to ensure that the City has an updated policy that is legally compliant.

**ATTACHMENT(S)**

1. Previous Action
2. Resolution
3. Track Changes – Policy Prohibiting Discrimination, Harassment, and Retaliation
4. Final Draft – Policy Prohibiting Discrimination, Harassment, and Retaliation

## **PREVIOUS ACTION**

Previous actions related to this agenda item that were taken by the Council are listed below. To view prior actions and materials, and Brentwood Municipal Code references in the staff report, as applicable:

- Visit [www.brentwoodca.gov/meetings](http://www.brentwoodca.gov/meetings), and select the meeting date(s) desired to see the reference materials and videos.
- Visit [www.brentwoodca.gov/municipalcode](http://www.brentwoodca.gov/municipalcode) to research references to the Brentwood Municipal Code and search by the code section(s) cited.

On August 12, 2008, the City Council adopted Resolution 2008-194 approving amendments to the Council/Administrative Prohibiting Unlawful Discrimination and Harassment Policy No. 20-23.

On April 12, 2005, the City Council adopted Resolution 2005-80 approving the Council/Administrative Prohibiting Unlawful Discrimination and Harassment Policy No. 20-23.

**RESOLUTION NO. 2026-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENTWOOD APPROVING THE AMENDED AND RETITLED CITY COUNCIL ADMINISTRATIVE POLICY NO. 20-23 RETITLED AS PROHIBITING DISCRIMINATION, HARASSMENT, AND RETALIATION**

**WHEREAS**, on April 12, 2005, the City Council adopted City Council Policy No. 20-23 Prohibiting Unlawful Discrimination and Harassment; and

**WHEREAS**, on August 12, 2008, the City Council amended City Council Policy No. 20-23 Prohibiting Unlawful Discrimination and Harassment; and

**WHEREAS**, on September 24, 2024, the City Council provided direction to the Diversity Equity Belonging and Inclusion (DEBI) Committee, an advisory board to the City Council, to work with staff to develop an Anti-Racism Policy to establish clear standards for workplace conduct and reinforce the City's commitment to a professional and equitable work environment; and

**WHEREAS**, staff reviewed current City policies and advised the DEBI Committee that the City's current Prohibiting Unlawful Discrimination and Harassment Policy encompasses language federally governed by Title VII of the Civil Rights Act of 1964 that prohibits unfair treatment based on protected characteristics, such as race, and bans adverse actions against employees who report misconduct; and

**WHEREAS**, race is one of the protected characteristics and the DEBI Committee requested the policy be strengthened by incorporating legally compliant updates to ensure alignment with current state and federal regulations; and

**WHEREAS**, staff worked with the DEBI Committee to draft an update to the Policy Prohibiting Unlawful Discrimination and Harassment that includes legal updates and input from the executive team and bargaining groups; and

**WHEREAS**, the DEBI Committee recommended that the draft policy be reviewed and considered for approval by the full City Council; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Brentwood hereby amends and retitles City Council Administrative Policy No. 20-23 as Prohibiting Discrimination, Harassment, and Retaliation, to ensure all employees are treated with dignity, fairness, and respect and are protected from discrimination, harassment, and retaliation.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Brentwood at a regular meeting held on the 28th day of April 2026 by the following vote:

**COUNCIL/ADMINISTRATIVE POLICY**

Subject: <del>Policy</del> Prohibiting <u>Unlawful Discrimination, and Harassment, and Retaliation</u>	Policy No. 20-23	Revised: <del>8/12/2008</del> <u>4/28/2026</u>
	Resolution No: <del>2008-194</del> <u>2026-</u>	<del>Page Page 1 of 151</del> <u>of 5</u>

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**Section 1: PURPOSE**

The purpose of this Policy is to set forth the City of Brentwood's (~~hereinafter "City"~~) policy prohibiting unlawful workplace discrimination, and harassment, and retaliation, and to establish a procedure for filing a complaint alleging a violation of this Policy-unlawful discrimination and/or harassment.

The City of Brentwood is committed to ensuring a professional, respectful, and safe working environment for all individuals. Acts of hate, racism, or bigotry—whether expressed through words, visual representations, or conduct—are fundamentally at odds with the City's values and responsibilities as a public employer. Such behavior has no place in the workplace or in any City-related function. The City ~~expects~~requires all employees and individuals acting on behalf of the City to uphold these standards in their interactions with each other and with the public we serve.

The City has zero tolerance for any ~~investigated and substantiated~~ conduct that violates this ~~Policy~~. ~~Conduct by employees and individuals acting on behalf of or contracted by the City may need not violate this Policy either even if it does not constitute a violation of federal or state law in order to constitute a violation of this Policy.~~

A single ~~substantiated~~ act by a City employee, or individual acting on behalf of the City, may constitute a violation of this ~~Policy~~ and provide sufficient grounds for the City to discipline the City employee and/or to take appropriate corrective action, which may include removing and barring the offending individual from City premises or from further acting on the City's behalf.

This ~~Policy~~ establishes a complaint procedure by which the City will investigate and resolve complaints of discrimination, harassment and retaliation by and against City covered individuals, defined below. The City encourages all covered individuals to report any conduct that they believe violates this ~~Policy~~ as soon as possible.

The City expressly prohibits any retaliation against an employee because they filed or supported a complaint or because they participated in the investigation or complaint resolution process. Individuals found to have retaliated against an employee in violation of this ~~Policy~~ will be subject to appropriate sanction or disciplinary action, up to and including termination.

The City shall from time to time ~~as necessary~~ provide professional and staff development activities and training to promote understanding of diversity and creating a culture of respect within the City.

## **Section 2: APPLICABILITY**

This Policy applies to ~~the following individuals ("City Covered Individuals"); applicants for employment at the City; all employees of the City, including full-time, part-time and Limited Service regardless of rank or title; elected and appointed officials of the City; as well as volunteers; interns; agents; vendors; and~~ contractors, customers and any third party.

This Policy applies to all terms and conditions of employment, internships, and volunteer opportunities, including, but not limited to, selection, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

## **Section 3: POLICY AND PROCEDURE**

### **A. Prohibited Harassment, ~~and Discrimination,~~ and Retaliation**

~~The City will strive is committed to providing equal employment opportunities individual's protected classification, as defined below. an individual's race, individuals who are perceived to be, or who associate with someone who is or is perceived to be, a member of a protected classification.~~

~~The City will not include any statements about the need for a driver's license in job advertisements, postings, applications, and similar employment material unless it is reasonably expected that the driving will be one the job functions for the position, and using an alternative form of transportation would not be comparable to travel time or cost to the City.~~

### **A. Protected Characteristic Classification**

This Policy prohibits discrimination, harassment or retaliation because of an individual's protected classification.

"Protected characteristic Classification" includes refers to employee's race (race including, but not limited to, hair texture and protective hairstyles such as braids, locs, and twists), color, caste, religion, religious creed, (including religious dress and grooming practices), national origin, ancestry citizenship, physical or mental disability, medical condition (including cancer and genetic conditions), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, reproductive health decision-making, age (40 years and over), sexual orientation,

veteran or military status, domestic violence victim status, political affiliation, a combination of any two or more protected classifications, and any other characteristic protected by applicable state, federal or local laws and ordinances.

This Policy prohibits discrimination, harassment or retaliation for the following reasons: (1) an individual's protected classification; (2) the perception that an individual has a protected classification; or (3) the individual associates with a person who has or is perceived to have a protected classification; ~~or (4) the combination of two or more protected classifications.~~

#### B. Discrimination

Discrimination is defined under this Policy as treating an individual differently adversely, ~~or~~ denying or granting a benefit to an individual in any aspect of employment, ~~and~~ based solely or in part on any of the individual's protected characteristic(s). Discrimination violates this Policy regardless of applicant or employee actually has the protected characteristic(s) or is merely perceived to have it. ~~Discrimination~~

#### C. Harassment

This Policy prohibits harassment of a covered individual because of the individual's actual or perceived protected classification(s), including the actual or perceived protected classification(s) of someone with whom the covered individual is associated, such as a family member or friend. ~~Conduct constitutes prohibited harassment when it is sufficiently severe or pervasive that a reasonable person in the individual's position would find the environment to be intimidating, hostile, or offensive.~~ Harassment includes, but is not limited to, the following conduct:

1. Derogatory, offensive or inappropriate speech, such as epithets, slurs or stereotypical comments, or verbal ~~gestures~~ or propositions (written or oral) made on the basis of the individual's protected classification. This includes, but is not limited to, comments, stories, and jokes about appearance, dress, physical features, gender identification, and race.
2. Physical acts, coercion, abuse of authority, such as assault, impeding or blocking movement, offensive touching, ~~or~~ physical interference with normal work or movement, unlawfully compelling someone to do something they normally would not do through threats, intimidation, or pressure, using a position of power for personal gain or to mistreat others, ~~or intentionally hindering someone's chances for career advancement.~~ This also includes, but is not limited to, pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts. Physical acts also includes conduct that denigrates or shows hostility or aversion towards an individual because of any protected classification(s).  
~~Visual acts or non-verbal gestures, such as derogatory, offensive or inappropriate posters, cartoons, emails, computer displays, pictures or drawings related to a protected classification.~~

Harassment is defined in this policy as verbal, visual or physical conduct that creates an

Harassment also violates this policy when it is based on a combination of two or more protected classifications that are not significant material to evaluating whether conduct can be harassment under this Policy.

*a. Other Examples of Conduct that Might Constitute Harassment*

Harassment includes conduct that another individual who is a member of the protected classification would find unwelcome or unwanted when it is sufficiently severe or pervasive that a reasonable person in the individual's position would find the environment to be intimidating, hostile, or offensive. Harassment may include the following:

1. Conduct that someone may not intend to harass. Conduct may violate this Policy if the conduct is directed at, or implicates a protected classification and the recipient finds the conduct to be offensive or inappropriate, even if it's well-intentioned conduct (e.g., gifts, over-attention, endearing nicknames, hugs, asking a colleague out on dates on multiple occasions after the recipient has declined).
2. Conduct to which the recipient appears to have consented. The City does not recognize as a defense that the recipient appeared to have consented to the conduct at issue by failing to protest about the conduct. A recipient may not protest offensive or inappropriate conduct for many legitimate reasons, including, but not limited to, the need to avoid being perceived as insubordinate or to avoid being ostracized or subjected to retaliation.
3. Conduct about which no employees previously complained. The fact that no employee previously complained about the same or substantially similar conduct does not mean that the conduct is inoffensive or appropriate nor does that fact preclude an employee from complaining about such conduct if it is repeated.
4. Conduct witnessed by a third party or about which a third party learns, even if they did not witness such conduct. Visual, verbal, or physical conduct between two (2) people who do not find such conduct to be offensive or inappropriate may constitute harassment if a third party witnesses such conduct or learns about the conduct (as defined in Section 4.C above) later and finds the conduct to be offensive or inappropriate. Conduct can constitute harassment even if it is not explicitly or specifically directed at a particular individual.

D. Protected Activity

This Policy prohibits discrimination, harassment, and retaliation because of an individual's protected activity.

Protected activity includes, but is not limited to, the following: (1) making a request for an accommodation for a disability; (2) making a request for accommodation for religious beliefs; (3) making a complaint under this Policy; (4) opposing violations of this Policy; or (5) participating in an investigation under this Policy.

The act of an employee who asserts their rights protected by law, including

E. Retaliation

Retaliation means adverse conduct or adverse employment action taken because an individual participated in activity-protected activity under this Policy or reported actual or perceived violation of this Policy, opposed practices prohibited by this Policy, or participated in the reporting and investigation process described

“Adverse conduct” includes but is not limited to: ~~unprofessional interactions,~~ individual who reports harassment, discrimination or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; and denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process described below.

“Adverse employment action” is conduct or an action that materially affects the terms and conditions of the applicant’s or employee’s employment status or is reasonably likely to discourage the person from engaging in a protected activity.

B.

Sexual harassment can include harassing conduct as defined above in harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature. Examples of conduct that violates this Policy include:

- obscene or vulgar gestures, posters, or comments;
- sexual jokes or comments about a person’s body, sexual prowess, or sexual deficiencies
- propositions, or suggestive or insulting comments of a sexual nature
- derogatory cartoons, posters, and drawings
- sexually explicit emails or voicemails
- leering, whistling, uninvited touching of a sexual nature, assault, brushing up against someone’s body
- comments, inquiries, or gossip about one’s own or someone else’s sex life or sexual activities
- conduct or comments consistently targeted at only one gender, even if the content is not sexual
- teasing or other conduct directed toward a person because of the person’s gender, gender identity, gender expression, sex, or sexual orientation

The City also is committed to providing a workplace free from sexual  
The workplace is not limited to City facilities and premises but may also include client and vendor facilities, and City-related functions held off of City property (i.e., City Council meeting at a privately-owned community meeting room, or attendance at an off-site conference and business-related social functions, or

virtual workspace being used by remote workers).

Additionally, any place that employees and their

**Section 5: ~~Complaint Procedure~~ COMPLAINT AND INVESTIGATION**

E-

The following procedures have been put into place to ensure the work environment is respectful, professional, and free of discrimination, harassment, and retaliation.

If an employee believes that someone has violated this ~~P~~policy or the City's Equal Employment Opportunity Policy, the employee should immediately report the incident to their supervisor. If the immediate supervisor is involved in the reported conduct or, for some reason, the employee feels uncomfortable/unable to about making a report to that employee should report the incident to another supervisor or any Department Director, or report the incident directly to the Human Resources Department.

A supervisor who becomes aware of conduct that may constitute prohibited harassment, discrimination, retaliation, or a violation of this ~~P~~policy is required to immediately contact their Department Director and the Human Resources Department. The City takes a proactive approach to potential policy violations and ~~will~~shall conduct an investigation if its supervisory or management employees become aware that harassment, discrimination or retaliation ~~occurred may have occurred~~ or may be occurring, regardless of whether the recipient or third party reports a potential violation.

Any employee may report perceived violations of this policy to the City's Collective Risk Management Team, or to the Employment Protection Line, a 24-hour, 7-day per week, toll-free reporting hotline monitored by an independent third party who will notify the City of the incident. The hotline number is: 1 (877) 651-3924.-

Upon receiving the complaint, the City will promptly conduct a fair and thorough investigation into the facts and circumstances of any claimed violation of this ~~P~~policy or Equal Employment Opportunity Policy. The City Manager or designee will be responsible for coordinating the investigation (unless the City Manager is named in the complaint). The City Manager or designee may coordinate the investigation with the complainant's department director and may hire an outside investigator if deemed appropriate. If the complaint is made against the City Manager, the Mayor or the Mayor's designee will be responsible for coordinating the investigation. ~~If the complaint is made against the Mayor, Councilpersons, or other elected or appointed officials, the City Attorney or a designee shall be responsible for coordinating the investigation and selecting a suitable investigator, including an outside investigator if appropriate.~~

During the investigation, the City Manager or designee generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. The City Manager or designee may take interim action, such as placing the alleged ~~person~~perpetrator on paid administrative leave or alleged ~~person~~perpetrator.

To the extent possible, the City will endeavor to keep the complainant/reporting employee's concerns confidential. However, complete confidentiality may not be possible

in all circumstances.

Upon completion of the investigation, the City Manager or designee shall determine whether this Policy has been violated based upon their reasonable evaluation of the information gathered during the investigation. The City Manager or designee will inform the complainant and the accused of the completion of the investigation and provide a summary of the findings results of the investigation as it relates to the complainant and accused.

The City will take corrective measures against any person who it finds, **after a thorough and fair investigation**, to have engaged in conduct in violation of this Policy, if the City measures may include, but are not limited to, counseling, suspension, or immediate ~~immediate~~ termination. Anyone, regardless of position or title, whom the City determines engaged in conduct that violates this Policy will be subject to discipline, up to and including termination.

All employees and supervisors have a duty to cooperate in the City's investigation of alleged discrimination, harassment, and/or retaliation. Failure to cooperate or deliberately providing false information during an investigation shall be grounds for disciplinary action up to, and including, termination.

All employees are encouraged to ~~Remember, the City cannot remedy claimed violation of this Policy.~~ ~~to violate this policy.~~

## **Section 6: TRAINING AND DISSEMINATION OF POLICY**

All City officials, **including elected or appointed officials**, officers, employees, volunteers and interns shall receive a copy of this Policy when they are hired or at appointment. Policy may be updated from time to time and, at such times, will be redistributed to all employees.

In addition, all City officials, **elected or appointed officials**, officers, employees, volunteers and interns are required to undergo sexual harassment prevention training as required by applicable law. For more information on this training requirement, please visit <https://calcivilrights.ca.gov/shpt/>.

### **F.A. Confidentiality**

Every possible effort will be made to assure the confidentiality of complaints made under this Policy. Complete confidentiality cannot occur, however, due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the greatest extent possible.

The City expressly prohibits an employee who is interviewed during the course of an investigation from attempting to influence other employees, including

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employees who may have witnessed the underlying conduct at issue, while the investigation is open and ongoing.

An employee may discuss their interview with a designated ~~association~~ representative ~~from the employee's employee organization~~ and/or the employee's legal representative.

An individual who is interviewed during the course of an investigation is prohibited necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

## B. Responsibilities

Each non-supervisor or non-manager is responsible for the following:

1. Treating all individuals in the workplace or on City worksites with respect and consideration.
2. Modeling behavior that conforms to this Policy.
3. Participating in periodic trainings on personnel matters.
4. Cooperating with the City's investigations pursuant to this Policy by responding fully and truthfully and in a timely manner to all questions posed during the investigation.
5. Taking no actions to influence the complainant or any potential witness while the City's investigation is ongoing.
6. Reporting any act they believe in good faith constitutes harassment, discrimination or retaliation, as defined in this Policy, to their immediate supervisor or manager, or Department ~~Head Director~~, or ~~Personnel Officer~~ Human Resources.

In addition to the responsibilities listed above, each manager and supervisor is responsible for:

1. Reporting potential violations of this Policy to ~~the Personnel Officer~~ Human Resources, regardless of whether an employee complained about such conduct.
2. Informing employees under their supervision of this Policy.
3. Taking all steps necessary to prevent harassment, discrimination and retaliation from occurring, including, but not limited to, monitoring the work environment and taking immediate and appropriate action to stop violations (e.g., removing inappropriate pictures or correcting inappropriate language).
4. Receiving and responding to complaints in a uniformly fair and serious manner.
5. Documenting the steps taken to resolve such complaints.
6. Following up with those who have complained to ensure that the offensive conduct about which they complained has stopped and that there have been no reprisals or retaliation or threats of reprisals or retaliation.
7. Informing those who complain about harassment and/or discrimination of their option to contact outside administrative agencies (referenced below) and file a complaint about such activity.
8. Assisting and/or advising employees regarding this ~~p~~Policy.

- [9. Assisting in the investigation of complaints involving subordinate employee\(s\).](#)
- [10. Where a complaint is substantiated, assisting in the development of a recommendation concerning an appropriate corrective or disciplinary action in accordance with these policies.](#)
- [11. Implementing appropriate corrective or disciplinary actions.](#)
- [12. Participating in periodic training and scheduling employees for training.](#)

G-C. Outside Administrative Agencies

An individual has the option to report harassment, discrimination or retaliation to the U.S. Equal Employment Opportunity Commission ("EEOC") or the California ~~Civil Rights~~ Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal remedies and a complaint process.

By mail: \_\_\_\_\_ U.S. Equal Employment Opportunity Commission

[By address: 1301 Clay Street, Suite 680-N, Oakland, CA 94612-5217](#)  
[P.O. Box 7033](#)

By e-mail: [info@eoc.gov](mailto:info@eoc.gov)

Website: [www.eoc.gov/employees](http://www.eoc.gov/employees)

\_\_\_\_\_ [info@ask.eoc.gov](mailto:info@ask.eoc.gov)

~~By mail: California Department of Fair Employment and~~

~~By address: 555 12<sup>th</sup> Street, Suite 2050, Oakland, CA 94607~~

~~By phone: 1-800-884-1684~~

~~By email: [contact.center@calcivilrights.ca.gov](mailto:contact.center@calcivilrights.ca.gov)~~

~~Web-site: [www.dfeh.ca.gov](http://www.dfeh.ca.gov)[www.cacivilrights.ca.gov](http://www.cacivilrights.ca.gov)~~

~~Employment/Public Accommodations: 1-800-884-1684~~



ACKNOWLEDGEMENT OF RECEIPT

Prohibiting Discrimination, Harassment, and Retaliation Policy No. 20-23

~~Unlawful Discrimination and Harassment Policy No. 20-23~~  
Dated: August 12, 2008

My signature below is confirmation that I have received a copy of Council Policy No. 20-23 Policy Prohibiting Unlawful Discrimination, and Harassment, and Retaliation. The Policy prohibits ~~unlawful~~ workplace discrimination, ~~and~~ harassment, ~~and~~ retaliation and establishes a procedure for filing a complaint of ~~unlawful~~ discrimination, ~~and/or~~ harassment, ~~and~~ retaliation.

I understand that this ~~P~~policy is intended to supplement other City personnel policies that govern rules of conduct and performance in the workplace. I further understand and agree that it is my responsibility to read and familiarize myself with the provisions of this ~~P~~policy.

For questions, please contact Human Resources.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Print Employee's Name

\_\_\_\_\_  
Date of Receipt

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**COUNCIL/ADMINISTRATIVE POLICY**

Subject: Policy Prohibiting Discrimination, Harassment, and Retaliation	Policy No. 20-23	Revised: 04/28/2026
	Resolution No:2026-	Page 1 of 12

**Section 1: PURPOSE**

The purpose of this Policy is to set forth the City of Brentwood’s policy prohibiting discrimination, harassment, and retaliation, and to establish a procedure for filing a complaint alleging a violation of this Policy.

The City of Brentwood is committed to ensuring a professional, respectful, and safe working environment for all individuals. Acts of hate, racism, or bigotry—whether expressed through words, visual representations, or conduct—are fundamentally at odds with the City’s values and responsibilities as a public employer. Such behavior has no place in the workplace or in any City-related function. The City requires all employees and individuals acting on behalf of the City to uphold these standards in their interactions with each other and with the public the City serves.

The City has zero tolerance for any investigated and substantiated conduct that violates this Policy. Conduct by employees and individuals acting on behalf of or contracted by the City may violate this Policy even if it does not constitute a violation of federal or state law.

A single substantiated act by a City employee, or individual acting on behalf of the City, may constitute a violation of this Policy and provide sufficient grounds for the City to discipline the City employee and/or to take appropriate corrective action, which may include removing and barring the offending individual from City premises or from further acting on the City’s behalf.

This Policy establishes a complaint procedure by which the City will investigate and resolve complaints of discrimination, harassment and retaliation by and against City covered individuals, defined below. The City encourages all covered individuals to report any conduct that they believe violates this Policy as soon as possible.

The City expressly prohibits any retaliation against an employee because they filed or supported a complaint or because they participated in the investigation or complaint resolution process. Individuals found to have retaliated against an employee in violation of this Policy will be subject to appropriate sanction or disciplinary action, up to and including termination.

The City shall from time to time provide professional and staff development activities and training to promote understanding of diversity and to create a culture of respect within the City.

## **COUNCIL/ADMINISTRATIVE POLICY**

Subject: Policy Prohibiting Discrimination, Harassment, and Retaliation	Policy No. 20-23	Revised: 04/28/2026
	Resolution No:2026-	Page 2 of 12

### **Section 2: APPLICABILITY**

This Policy applies to the following individuals (“City Covered Individuals”): applicants for employment at the City; all employees of the City, including full-time, part-time and Limited Service employees regardless of rank or title; elected and appointed officials of the City; volunteers; interns; agents; vendors; and contractors.

This Policy applies to all terms and conditions of employment, internships, and volunteer opportunities, including, but not limited to, selection, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

### **Section 3: POLICY AND PROCEDURE**

#### **Prohibited Harassment, Discrimination, and Retaliation**

The City prohibits harassment, discrimination, and retaliation on the basis of an individual’s protected classification, as defined below. This Policy also protects individuals who are perceived to be, or who associate with someone who is or is perceived to be, a member of a protected classification.

Any investigated and substantiated violations of this Policy will lead to disciplinary action, up to and including termination.

### **Section 4: DEFINITIONS**

#### **A. Protected Classification**

This Policy prohibits discrimination, harassment or retaliation because of an individual’s protected classification.

“Protected Classification” includes race (inclusive of traits associated with race including, but not limited to, hair texture and protective hairstyles such as braids, locs, and twists), color, caste, religion, religious creed, (including religious dress and grooming practices), national origin, ancestry citizenship, physical or mental disability, medical condition (including cancer and genetic conditions), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, reproductive health decision-making, age (40 years and over), sexual orientation, veteran or military status, domestic violence victim status, political affiliation, a

## COUNCIL/ADMINISTRATIVE POLICY

Subject: Policy Prohibiting Discrimination, Harassment, and Retaliation	Policy No. 20-23	Revised: 04/28/2026
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combination of any two or more protected classifications, and any other characteristic protected by applicable state, federal or local laws and ordinances.

This Policy prohibits discrimination, harassment or retaliation for the following reasons: (1) an individual's protected classification; (2) the perception that an individual has a protected classification; or (3) the individual associates with a person who has or is perceived to have a protected classification.

### B. Discrimination

Discrimination is defined under this Policy as treating an individual differently and adversely, or denying or granting a benefit to an individual in any aspect of employment, based solely or in part on any of the individual's protected classification(s). Discrimination violates this Policy regardless of whether the applicant or employee actually has the protected characteristic(s) or is merely perceived to have it.

### C. Harassment

This Policy prohibits harassment of a covered individual because of the individual's actual or perceived protected classification(s), including the actual or perceived protected classification(s) of someone with whom the covered individual is associated, such as a family member or friend. Conduct constitutes prohibited harassment when it is sufficiently severe or pervasive that a reasonable person in the individual's position would find the environment to be intimidating, hostile, or offensive. Harassment includes, but is not limited to, the following conduct:

1. Derogatory, offensive or inappropriate speech, such as epithets, slurs or stereotypical comments, or verbal gestures or propositions (written or oral) made on the basis of the individual's protected classification. This includes, but is not limited to, comments, stories, and jokes about appearance, dress, physical features, gender identification, and race.
2. Physical acts, coercion, abuse of authority, such as assault, impeding or blocking movement, offensive touching, physical interference with normal work or movement, unlawfully compelling someone to do something they normally would not do through threats, intimidation, or pressure, using a position of power for personal gain or to mistreat others. This also includes, but is not limited to, pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts. Physical acts also include conduct that denigrates or shows hostility or aversion towards an individual because of any protected classification(s).

## COUNCIL/ADMINISTRATIVE POLICY

Subject: Policy Prohibiting Discrimination, Harassment, and Retaliation	Policy No. 20-23	Revised: 04/28/2026
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3. Visual acts or non-verbal gestures, such as derogatory, offensive or inappropriate posters, cartoons, emails, computer displays, pictures or drawings related to a protected classification. Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

Whether or not the person meant to offend or believed their comments or conduct were welcome is not material to evaluating whether conduct can be considered harassment under this Policy.

### *a. Other Examples of Conduct that Might Constitute Harassment*

Harassment includes conduct when it is sufficiently severe or pervasive that a reasonable person in the individual's position would find the environment to be intimidating, hostile, or offensive. Harassment may include the following:

1. Conduct that someone may not intend to harass. Conduct may violate this Policy if the conduct is directed at, or implicates a protected classification and the recipient finds the conduct to be offensive or inappropriate, even if it's well-intentioned conduct (e.g., gifts, over-attention, endearing nicknames, hugs, asking a colleague out on dates on multiple occasions after the recipient has declined).
2. Conduct to which the recipient appears to have consented. The City does not recognize as a defense that the recipient appeared to have consented to the conduct at issue by failing to protest about the conduct. A recipient may not protest offensive or inappropriate conduct for many legitimate reasons, including, but not limited to, the need to avoid being perceived as insubordinate or to avoid being ostracized or subjected to retaliation.
3. Conduct about which no employees previously complained. The fact that no employee previously complained about the same or substantially similar conduct does not mean that the conduct is inoffensive or appropriate nor does that fact preclude an employee from complaining about such conduct if it is repeated.
4. Conduct witnessed by a third party or about which a third party learns, even if they did not witness such conduct. Visual, verbal, or physical conduct between two (2) people who do not find such conduct to be offensive or inappropriate may constitute harassment if a third party witnesses such conduct or learns about the conduct (as defined in Section 4.C above) later and finds the conduct

## COUNCIL/ADMINISTRATIVE POLICY

Subject: Policy Prohibiting Discrimination, Harassment, and Retaliation	Policy No. 20-23	Revised: 04/28/2026
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to be offensive or inappropriate. Conduct can constitute harassment even if it is not explicitly or specifically directed at a particular individual.

### D. Protected Activity

This Policy prohibits discrimination, harassment, and retaliation because of an individual's protected activity.

Protected activity includes, but is not limited to, the following: (1) making a request for an accommodation for a disability; (2) making a request for accommodation for religious beliefs; (3) making a complaint under this Policy; (4) opposing violations of this Policy; or (5) participating in an investigation under this Policy.

### E. Retaliation

Retaliation means adverse conduct or adverse employment action taken because an individual participated in protected activity under this Policy or reported an actual or perceived violation of this Policy, opposed practices prohibited by this Policy, or participated in the reporting and investigation process described below.

"Adverse conduct" includes but is not limited to: , intentionally isolating an individual who reports harassment, discrimination or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; and denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process described below.

"Adverse employment action" is conduct or an action that materially affects the terms and conditions of the applicant's or employee's employment status or is reasonably likely to discourage the person from engaging in a protected activity.

### F. Sexual Harassment

Sexual harassment can include harassing conduct as defined above in harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature. Examples of conduct that violates this Policy include:

- obscene or vulgar gestures, posters, or comments;
- sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies

## COUNCIL/ADMINISTRATIVE POLICY

Subject: Policy Prohibiting Discrimination, Harassment, and Retaliation	Policy No. 20-23	Revised: 04/28/2026
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- propositions, or suggestive or insulting comments of a sexual nature
- derogatory cartoons, posters, and drawings
- sexually explicit emails or voicemails
- leering, whistling, uninvited touching of a sexual nature, assault, brushing up against someone's body
- comments, inquiries, or gossip about one's own or someone else's sex life or sexual activities
- conduct or comments consistently targeted at only one gender, even if the content is not sexual
- teasing or other conduct directed toward a person because of the person's gender, gender identity, gender expression, sex, or sexual orientation

### G. Workplace

The workplace is not limited to City facilities and premises but may also include client and vendor facilities, and City-related functions held off of City property (i.e., City Council meeting at a privately-owned community meeting room, attendance at an off-site conference and business-related social functions, or virtual workspace being used by remote workers).

### **Section 5: COMPLAINT AND INVESTIGATION PROCEDURE**

The following procedures have been put into place to ensure the work environment is respectful, professional, and free of discrimination, harassment, and retaliation.

If an employee believes that someone has violated this Policy or the City's Equal Employment Opportunity Policy, the employee should immediately report the incident to their supervisor. If the immediate supervisor is involved in the reported conduct or, for some reason, the employee feels unable to make a report to that supervisor, the employee should report the incident to another supervisor or any Department Director, or report the incident directly to the Human Resources Department.

A supervisor who becomes aware of conduct that may constitute prohibited harassment, discrimination, retaliation, or a violation of this Policy is required to immediately contact their Department Director and the Human Resources Department. The City takes a proactive approach to potential policy violations and shall conduct an investigation if its supervisory or management employees become aware that harassment, discrimination or retaliation may have occurred or may be occurring, regardless of whether the recipient or third party reports a potential violation.

## COUNCIL/ADMINISTRATIVE POLICY

Subject: Policy Prohibiting Discrimination, Harassment, and Retaliation	Policy No. 20-23	Revised: 04/28/2026
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Any employee may report perceived violations of this Policy to the City's Collective Risk Management Team, or to the Employment Protection Line, a 24-hour, 7-day per week, toll-free reporting hotline monitored by an independent third party who will notify the City of the incident. The hotline number is: 1 (877) 651-3924.

Upon receiving the complaint, the City will promptly conduct a fair, impartial, and thorough investigation into the facts and circumstances of any claimed violation of this Policy or its Equal Employment Opportunity Policy. The City Manager or designee will be responsible for coordinating the investigation (unless the City Manager is named in the complaint). The City Manager or designee may coordinate the investigation with the complainant's department director and may hire an outside investigator if deemed appropriate. If the complaint is made against the City Manager, the Mayor or the Mayor's designee will be responsible for coordinating the investigation. If the complaint is made against the Mayor, Councilpersons, or other elected or appointed officials, the City Attorney or a designee shall be responsible for coordinating the investigation and selecting a suitable investigator, including an outside investigator if appropriate.

During the investigation, the City Manager or designee generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. The City Manager or designee may take interim action, such as placing the alleged person on paid administrative leave or transferring the alleged person.

To the extent possible, the City will endeavor to keep the complainant/reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances.

The City will make findings based on a preponderance of the evidence standard, unless otherwise required by law.

Upon completion of the investigation, the City Manager or designee shall determine whether this Policy has been violated based upon their reasonable evaluation of the information gathered during the investigation. The City Manager or designee will inform the complainant and the accused of the completion of the investigation and provide a summary of the findings of the investigation as it relates to the complainant and the accused.

The City will take corrective measures against any person who it finds, after a thorough and fair investigation, to have engaged in conduct in violation of this Policy. These measures may include, but are not limited to, counseling, suspension, or termination. Anyone, regardless of position or title, whom the City determines has engaged in conduct that violates this Policy will be subject to discipline, up to and

**COUNCIL/ADMINISTRATIVE POLICY**

Subject: Policy Prohibiting Discrimination, Harassment, and Retaliation	Policy No. 20-23	Revised: 04/28/2026
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including termination.

All employees and supervisors have a duty to cooperate in the City’s investigation of alleged discrimination, harassment, and/or retaliation. Failure to cooperate or deliberately providing false information during an investigation shall be grounds for disciplinary action up to, and including, termination.

All employees are encouraged to report any conduct which they believe constitutes a violation of this Policy.

**Section 6: TRAINING AND DISSEMINATION OF POLICY**

All City officials, including elected or appointed officials, officers, employees, volunteers and interns shall receive a copy of this Policy when they are hired or at appointment. The Policy may be updated from time to time and, at such times, will be redistributed to all employees.

In addition, all City officials, elected or appointed officials, officers, employees, volunteers and interns are required to undergo sexual harassment prevention training as required by applicable law. For more information on this training requirement, please visit <https://calcivilrights.ca.gov/shpt/>.

Although the City is limited in its ability to discipline non-employees who violate this Policy (e.g., vendors and contractors), the City will take any available and permissible remedial action aimed at ensuring that the discriminatory and/or harassing conduct stops.

**A. Confidentiality**

Every possible effort will be made to assure the confidentiality of complaints made under this Policy. Complete confidentiality cannot occur, however, due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the greatest extent possible.

The City expressly prohibits an employee who is interviewed during the course of an investigation from attempting to influence other employees, including employees who may have witnessed the underlying conduct at issue, while the investigation is open and ongoing.

An employee may discuss their interview with a designated association

## COUNCIL/ADMINISTRATIVE POLICY

Subject: Policy Prohibiting Discrimination, Harassment, and Retaliation	Policy No. 20-23	Revised: 04/28/2026
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representative and/or the employee's legal representative.

The City will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

### B. Responsibilities

Each non-supervisor or non-manager is responsible for the following:

1. Treating all individuals in the workplace or on City worksites with respect and consideration.
2. Modeling behavior that conforms to this Policy.
3. Participating in periodic trainings on personnel matters.
4. Cooperating with the City's investigations pursuant to this Policy by responding fully and truthfully and in a timely manner to all questions posed during the investigation.
5. Taking no actions to influence the complainant or any potential witness while the City's investigation is ongoing.
6. Reporting any act they believe in good faith constitutes harassment, discrimination or retaliation, as defined in this Policy, to their immediate supervisor or manager, or Department Director, or Human Resources.

In addition to the responsibilities listed above, each manager and supervisor is responsible for:

1. Reporting potential violations of this Policy to Human Resources, regardless of whether an employee complained about such conduct.
2. Informing employees under their supervision of this Policy.
3. Taking all steps necessary to prevent harassment, discrimination and retaliation from occurring, including, but not limited to, monitoring the work environment and taking immediate and appropriate action to stop violations (e.g., removing inappropriate pictures or correcting inappropriate language).
4. Receiving and responding to complaints in a uniformly fair and serious manner.
5. Documenting the steps taken to resolve such complaints.
6. Following up with those who have complained to ensure that the offensive conduct about which they complained has stopped and that there have been no reprisals or retaliation or threats of reprisals or retaliation.
7. Informing those who complain about harassment and/or discrimination of their option to contact outside administrative agencies (referenced below) and file a

## COUNCIL/ADMINISTRATIVE POLICY

Subject: Policy Prohibiting Discrimination, Harassment, and Retaliation	Policy No. 20-23	Revised: 04/28/2026
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- complaint about such activity.
8. Assisting and/or advising employees regarding this Policy.
  9. Assisting in the investigation of complaints involving subordinate employee(s).
  
  10. Where a complaint is substantiated, assisting in the development of a recommendation concerning an appropriate corrective or disciplinary action in accordance with these policies.
  11. Implementing appropriate corrective or disciplinary actions.
  12. Participating in periodic training and scheduling employees for training.

### C. Outside Administrative Agencies

An individual has the option to report harassment, discrimination or retaliation to the U.S. Equal Employment Opportunity Commission (“EEOC”) or the California Civil Rights Department. These administrative agencies offer legal remedies and a complaint process.

By mail: U.S. Equal Employment Opportunity Commission

By address: 1301 Clay Street, Suite 680-N, Oakland, CA 94612-5217

By phone: 1-800-669-4000

By e-mail: [info@eeoc.gov](mailto:info@eeoc.gov)

Website: [www.eeoc.gov/employees](http://www.eeoc.gov/employees)

By mail: California Civil Rights Department

By address: 555 12<sup>th</sup> Street, Suite 2050, Oakland, CA 94607

By phone: 1-800-884-1684

By email: [contact.center@calcivilrights.ca.gov](mailto:contact.center@calcivilrights.ca.gov)

Website: [www.cacivilrights.ca.gov](http://www.cacivilrights.ca.gov)

**COUNCIL/ADMINISTRATIVE POLICY**

Subject: Policy Prohibiting Discrimination, Harassment, and Retaliation	Policy No. 20-23	Revised: 04/28/2026
	Resolution No:2026-	Page 11 of 12

Final Draft

## ACKNOWLEDGEMENT OF RECEIPT

Prohibiting Discrimination, Harassment, and Retaliation Policy No.  
20-23

**Dated:**

My signature below is confirmation that I have received a copy of Council Policy No. 20-23 Policy Prohibiting Discrimination, Harassment, and Retaliation. The Policy prohibits workplace discrimination, harassment, and retaliation and establishes a procedure for filing a complaint of discrimination, harassment, and retaliation.

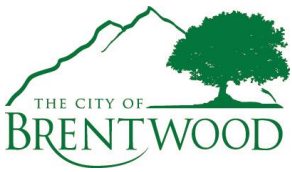
I understand that this Policy is intended to supplement other City personnel policies that govern rules of conduct and performance in the workplace. I further understand and agree that it is my responsibility to read and familiarize myself with the provisions of this Policy.

For questions, please contact Human Resources.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Print Employee's Name

\_\_\_\_\_  
Date of Receipt



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**SUBJECT:** Adopt a Resolution Approving the Employment Agreement between the City of Brentwood and Thomas Lloyd Smith

**DEPARTMENT:** Human Resources

**STAFF:** Susannah Meyer, Mayor  
Patanisha Pierson, Vice Mayor  
Sukari Beshears, Director of Human Resources/Risk Manager

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### **TITLE/RECOMMENDATION**

A Resolution Approving the Employment Agreement between the City of Brentwood and Thomas Lloyd Smith.

Staff recommends approval of this proposed action to ensure the City of Brentwood has dedicated internal legal services.

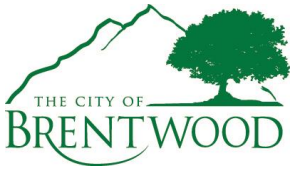
### **FISCAL IMPACT**

The FY 2025/26 cost of the agreement, covering April 29 through June 30, is approximately \$69,000. These costs are the responsibility of the General Fund. There is sufficient budget in the City Attorney's Office to fund these proposed costs.

The estimated annual ongoing cost of the employment agreement would be approximately \$396,000. Due to timing constraints this cost will not be fully reflected in the draft 2026/27 – 2027/28 Operating Budget workshop materials to be presented at the May workshop; however, the full cost would be included in the final budget adoption materials which will be presented for City Council consideration in June.

### **BACKGROUND**

The City Council selected Peckham and McKenney, an executive recruiting firm, to conduct a recruitment to fill the vacancy created by the resignation of previous City Attorney Katherine Wisinski. Ms. Wisinski announced her resignation and her last day of employment was March 7, 2026. The City Council appointed an Interim City Attorney to serve until the recruitment process concludes. Following an extensive search, the Council elected to move forward with Thomas Lloyd Smith to serve as the next City Attorney for the City of Brentwood.



The City Council directed city staff to negotiate an employment agreement with Thomas Lloyd Smith and a copy of the Agreement is attached for the Council's consideration.

Features of the agreement include:

- Base salary of \$305,000 annually
- Annual performance evaluations
- Paid Time Off and Sick Leave in amounts equivalent to those accrued by Department Directors
- Vacation Leave to accrue at a rate of 248 hours per year (20.66 hours/month)
- Eligibility to participate in the City's 457 deferred compensation plan
- Provisions governing termination with or without cause.

The Resolution and employment agreement have been reviewed and approved by outside legal counsel that specializes in employment law.

**CITY COUNCIL STRATEGIC INITIATIVE**

Not Applicable.

**PREVIOUS ACTION**

Previous Action by the City Council is included on Attachment 1.

**DATE OF NOTICE**

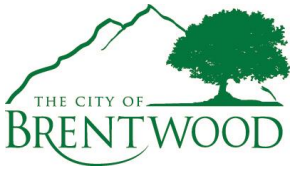
Not Applicable

**ENVIRONMENTAL DETERMINATION**

Not Applicable.

**ALTERNATIVE OPTION(S)**

Staff does not recommend any alternative actions. The City Attorney appointment will ensure that the City of Brentwood has dedicated internal legal services to provide to the City Council and city staff.



**ATTACHMENT(S)**

1. Previous Action
2. Resolution
3. Exhibit A – City Attorney Employment Agreement

## **PREVIOUS ACTION**

Previous actions related to this agenda item that were taken by the Council are listed below. To view prior actions and materials, and Brentwood Municipal Code references in the staff report, as applicable:

- Visit [www.brentwoodca.gov/meetings](http://www.brentwoodca.gov/meetings), and select the meeting date(s) desired to see the reference materials and videos.
- Visit [www.brentwoodca.gov/municipalcode](http://www.brentwoodca.gov/municipalcode) to research references to the Brentwood Municipal Code and search by the code section(s) cited.

On February 24, 2026, the City Council adopted Resolution 2026-09 appointing Thomas Lloyd Smith of Redwood Public Law as Interim City Attorney and authorizing the Mayor to execute an agreement between the City of Brentwood and Redwood Public Law.

**RESOLUTION NO. 2026-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENTWOOD APPROVING A CITY ATTORNEY EMPLOYMENT AGREEMENT BETWEEN THE CITY OF BRENTWOOD AND THOMAS LLOYD SMITH**

**WHEREAS**, with the resignation of City Attorney Katherine Wisinski effective March 7, 2026, and the recruitment for the City Attorney position, it was appropriate to appoint an Interim City Attorney until the recruitment process concludes, the City Council appoints a City Attorney, and employment commences; and

**WHEREAS**, on January 13, 2026, the City Council authorized city staff to discuss contract terms associated with the possible appointment of Thomas Lloyd Smith of Redwood Public Law as Interim City Attorney; and

**WHEREAS**, on February 24, 2026, City Council adopted Resolution 2026-09 to appoint Thomas Lloyd Smith of Redwood Public Law as Interim City Attorney to provide legal services for the City while an executive search to find the next City Attorney was underway; and

**WHEREAS**, following an extensive search, the Council reviewed the qualifications of applicants and elected to move forward with Thomas Lloyd Smith to serve as the next City Attorney for the City of Brentwood; and

**WHEREAS**, the costs associated with this action have been budgeted in the adopted Fiscal Year 2025/26 Operating Budget.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Brentwood does hereby resolve as follows:

Effective April 29, 2026, an Employment Agreement between the City of Brentwood and Thomas Lloyd Smith is approved and Mr. Smith is appointed as City Attorney for the City of Brentwood, and will have the powers and duties granted the City Attorney by State and Federal law, the Brentwood Municipal Code, and City policies.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Brentwood at a regular meeting held on the 28th day of April 2026 by the following vote:

**CITY OF BRENTWOOD  
CITY ATTORNEY EMPLOYMENT AGREEMENT**

**Introduction**

This Amended Agreement, made and entered into this 28th day of April, 2026, by and between the City of Brentwood, a municipal corporation (hereinafter called "Employer") and Thomas Lloyd Smith (hereinafter called "Employee"), both of whom agree as follows:

**Section 1: Term**

This Agreement shall become effective on April 29, 2026, and shall continue until terminated by either party as herein provided.

**Section 2: Duties and Authority**

Employer agrees to employ Employee as City Attorney for the City to perform the functions and duties as may be specified in the Brentwood Municipal Code, including Chapter 2.37 of the Brentwood Municipal Code, and to perform other legally permissible and proper duties and functions as may be assigned by the City Council consistent with applicable law.

**Section 3: Compensation**

A. Base Salary

i. Employer agrees to compensate Employee for services rendered under this Agreement at an annual salary of three hundred five thousand dollars (\$305,000), as may be adjusted, from time to time, in accordance with Section 3.A.ii. of this Agreement, or as this Agreement may be amended. Such salary shall be paid in installments on the Employer's normal paydays and in accordance with the Employer's normal pay practices and shall be subject to customary withholding for taxes and other required or authorized deductions.

ii. Employer and Employee agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 12 of this Agreement. Such annual salary review shall include consideration of those benefits to Employee under this Agreement. The City Council may, but is not required to, consider or approve cost of living increases, merit increases, or other compensation enhancement in conjunction with the annual salary review.

iii. Employee can distribute his Base Salary between salary and deferred compensation as he chooses, so long as such distribution conforms to all applicable State and Federal Laws and Regulations.

B. Management Incentive Pay: Employer shall pay Employee the amount per month of Management Incentive Pay as set forth in the [Compensation Summary for City of Brentwood Unrepresented Executive and Senior Management Employees](#).

**Section 4: Health, Disability and Life Insurance Benefits**

Employer agrees to provide and to pay the premiums for health, vision, dental, life and disability insurance for Employee and his dependents as set forth in the [Compensation Summary for City of Brentwood Unrepresented Executive and Senior Management Employees](#).

**Section 5: Vacation, Sick, and Administrative/Executive Leave**

A. Employee shall accrue thirty-one (31) days (248 hours) of annual vacation leave each fiscal year. Vacation leave shall cap at eighteen months (18) months (372 hours), at which point Employee shall cease to accrue vacation until such time as his vacation accrual is less than eighteen (18) months (372 hours). Employee shall be entitled to any vacation buyback program to the same extent as other non-sworn exempt management employees.

B. Employee shall be provided sick leave to the same extent as other non-sworn exempt management employees. Employee shall be provided an initial balance of forty (40) hours sick leave.

C. Employee shall be entitled to up to eighty (80) hours of paid time off for personal leave each fiscal year as set forth in the [Compensation Summary for City of Brentwood Unrepresented Executive and Senior Management Employees](#). This leave shall not carry over from year to year if unused.

D. Employee shall be entitled to Holidays to the same extent as other non-sworn exempt management employees.

## **Section 6: Retirement and Deferred Compensation**

A. Employee shall be eligible to participate, at no cost to Employee, in the Public Employees' Retirement System (PERS) for the 2% at age 62 formula. The terms of the contract between the City of Brentwood and CalPERS shall govern the eligibility for and level of benefits to which Employee is entitled.

B. Employee shall be allowed to participate in the City's deferred compensation plan.

## **Section 7: Disability**

If determined that Employee is unable to return to work, Employer shall have the option to terminate this Agreement without further payment of compensation and benefits if Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or death for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period.

## **Section 8: General Business Expenses**

A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the California League of Cities, International Municipal Lawyers Association, and such other regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for Employee's professional development and for the good of the Employer.

## **Section 9: Termination**

**For the purpose of this agreement, termination shall occur when:**

A. The City Council removes Employee by a four-fifths (4/5) vote, taken at a duly authorized public meeting, in accordance with Brentwood Municipal Code section 2.37.030 and other applicable law, and Employee shall not be removed from office during, or within a period of ninety (90) days next succeeding, any general or special municipal election held in the City at which a member or members of the City Council is elected, or within a period of ninety (90) days next succeeding the appointment of any member or members to the City Council, as provided in Brentwood Municipal Code section 2.37.030.

B. If Employer, the citizens or the legislature acts to amend any provisions of the Brentwood Municipal Code pertaining to the role, powers, duties, authority, or responsibilities of Employee's position that substantially changes the form of government, Employee shall have the right to declare that such amendments constitute termination.

C. If Employer reduces the base salary, compensation or any other financial benefit of Employee, unless it is applied in no greater percentage than the average reduction of all department directors, such action shall constitute a breach of this agreement and will be regarded as a termination, provided that a one-time citywide cost-sharing adjustment or benefit modification applied on substantially the same terms as the [Compensation Summary for City of Brentwood Unrepresented Executive and Senior Management Employees](#) generally shall not, by itself, constitute termination.

D. If Employee resigns following an offer to accept resignation, whether formal or informal, by Employer as representative of the majority of the governing body that Employee resign, then Employee may declare a termination as of the date of the suggestion.

E. Breach of contract declared by either party with a 30-day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 18.

F. Employer's decision to terminate shall be made in closed session and confirmed in a public meeting.

G. Employee may choose to resign his office instead of being terminated if a decision by the City Council to terminate has been made in closed session; provided, however, that the severance provisions of this Agreement remain applicable. Nothing in this Agreement shall prohibit the City Council and Employee from mutually negotiating and entering into a separation agreement, including an agreement providing for Employee's voluntary resignation from office in lieu of termination and payment of severance or other mutually agreed separation benefits consistent with this Agreement and applicable law.

## **Section 10: Severance**

Severance shall be paid to Employee when employment is terminated as defined in Section 9.

Employer shall provide a minimum severance payment equal to six months of salary at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by Employer and Employee. Commencing April 29, 2026, for every year worked with the City, Employee will receive an additional month of severance until a total of twelve months of severance has been reached.

Employee shall also be compensated for all accrued vacation time and other leave time eligible for pay out. The Employer agrees to continue medical, dental and vision benefits for the number of months severance accrued by Employee or until Employee finds other employment, whichever occurs first. For avoidance of doubt, the City Council and Employee may provide in a mutually negotiated separation agreement for Employee's voluntary resignation in lieu of termination and for payment of the severance, accrued leave, and benefits continuation described in this Section, or such other separation benefits as may be mutually agreed, to the extent permitted by law. Such severance pay and benefits shall not be due or payable if the City Attorney is terminated for willful misconduct, dishonesty, or fraud in office; willful destruction, theft, misappropriation or misuse of City property; conduct resulting in the revocation of his license to practice law; or after being convicted of a felony or misdemeanor involving moral turpitude.

Any cash settlement received by Employee must be fully returned to the City if the Employee is convicted of a crime involving an abuse of Employee's office or position.

## **Section 11: Resignation**

In the event that Employee voluntarily resigns his position with Employer, Employee shall provide a minimum of sixty (60) days written notice unless the parties agree otherwise. If Employee resigns his employment, he shall not be entitled to any severance pay nor continued compensation and benefits except as otherwise required under state or federal law.

## **Section 12: Performance Evaluation**

City and Employee acknowledge that periodic performance evaluations are an important means by which City and Employee may ensure effective communications regarding expectations and performance. Toward this end, the City Council will review and discuss Employee's performance and set performance goals for Employee on an annual basis in or around July of each year. Employee acknowledges and accepts the fact that the City Council has the right to schedule an evaluation session more frequently than once a year.

Employee will request and schedule the annual performance evaluation as appropriate under City Council agenda procedures or as otherwise directed by the City Council.

## **Section 13: Outside Activities**

The employment provided for by this Agreement shall be Employee's sole employment. Employee agrees not to undertake any other employment or consulting during the term of this Agreement without City Council approval, unless otherwise allowed under State or Federal law, such as military service. Notwithstanding the foregoing, Employee may engage in outside professional activities that do not create a conflict of interest and do not materially interfere with the performance of Employee's duties to the City, including teaching, writing, speaking, educational services, online or in-person trainings, and service on boards, committees, or leadership bodies of professional, governmental, nonprofit, municipal law-related, or educational organizations, with advance notice to the City Council.

## **Section 14: Reserved.**

## **Section 15: Indemnification**

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Attorney or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Employee may request and Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys' fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which Employee is a party, witness or advisor to Employer. Such expense payments shall continue beyond Employee's service to Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant

to Employer regarding pending litigation.

Notwithstanding the above, Employee must reimburse Employer for any funds Employer provides for the legal criminal defense of Employee if Employee is convicted of a crime involving an abuse of his or her office or position. Additionally, Employee must repay Employer for any paid administrative leave provided to Employee pending an investigation if Employee is convicted of a crime involving an abuse of his office or position.

#### **Section 16: Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

#### **Section 17: Other Terms and Conditions of Employment**

Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Brentwood Municipal Code or any other law.

#### **Section 18: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

City Clerk  
City of Brentwood 150  
City Park Way  
Brentwood, CA 94513

Employee: Thomas Lloyd Smith  
Address on File with City Clerk

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Each party will notify the other of any changes of address that would require any notice or delivery to be directed to another address.

#### **Section 19: General Provisions**

A. Integration. This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

**EMPLOYER:**

**EMPLOYEE:**

**CITY OF BRENTWOOD**

\_\_\_\_\_  
Susannah Meyer, Mayor

\_\_\_\_\_  
Thomas Lloyd Smith

\_\_\_\_\_  
Patanisha Pierson, Vice Mayor

\_\_\_\_\_  
Faye Maloney, Council Member

\_\_\_\_\_  
Jovita Mendoza, Council Member

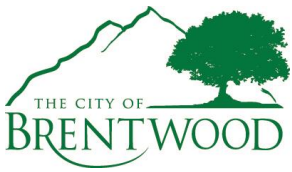
\_\_\_\_\_  
Tony Oerlemans, Council Member

**ATTEST:**

\_\_\_\_\_  
Amanda McVey, City Clerk

Approved as to Form:

\_\_\_\_\_  
Timothy L. Davis, Special Counsel for City of Brentwood



**SUBJECT:** Provide direction regarding 1) potential enhancement of Solid Waste collection services and 2) implementing lower water rates than were previously approved in the FY 2023/24 – 2027/28 Utility Rate Study

**DEPARTMENT:** Public Works and Finance

**STAFF:** Kerry Breen, Director of Finance & Information Systems  
Casey Wichert, Director of Public Works

**TITLE/RECOMMENDATION**

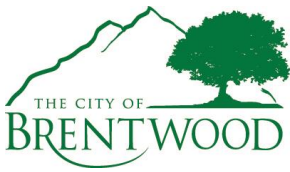
Provide direction regarding 1) potential enhancement of Solid Waste collection services and 2) implementing lower water rates than were previously approved in the FY 2023/24 – 2027/28 Utility Rate Study.

**FISCAL IMPACT**

**Reduced water rate adjustments**

Staff continuously monitors the financial condition of the Water, Wastewater, and Solid Waste Enterprise Funds. The Wastewater Fund remains within the financial parameters established by the most recent utility rate study. However, due to a combination of cost savings, project cancellations, and higher than anticipated revenues, the Water Fund has the capacity to implement a lower annual rate increase compared to what was previously adopted by the City Council. The adopted rate study authorized an increase of 6.5% for FY 2026/27. Based on current financial conditions, staff recommends reducing the increase to 4% (applied to the current FY 2025/26 rates).

<b>Fiscal Year</b>	<b>Previously Approved Increase</b>	<b>Staff Recommendation</b>
FY 2026/27	6.5%	4.0%



### **Enhanced Solid Waste Collection Services**

The adopted rate study authorized rate increases between 3%-5% for FY 2026/27 and 3%-4% for FY 2027/28, depending upon type of service (cart, bin and roll-off). The existing rate study contemplated significant additional costs associated with the implementation of [Senate Bill 1383](#) (SB 1383) requirements. The Solid Waste Fund is in a financial position to offer enhanced collection services which would help address concerns raised by residents regarding bi-weekly collection of green waste.

### **Staff Recommendation – Enhanced Organics Service (Weekly Garbage and Green Waste; Bi-weekly Recycling)**

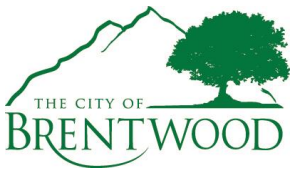
- One-time cost: Approximately \$4.5 million for the purchase of five new single-body garbage trucks (funded by existing excess cash reserves)
- On-going costs: Approximately \$1.7 million per year (FY 2026/27 dollars) including three additional drivers and one additional truck mechanic
- Rate adjustment: No change to previously adopted rate increases (3%-5%) and no expected impact to future rates

### **Alternative 1 - Maintain Current Service Levels (Weekly Garbage, Bi-Weekly Green Waste and Recycling)**

- Recommended rate adjustment: 0% for each of the next two fiscal years

### **Alternative 2 – Weekly collection of all carts**

- One-time cost: Approximately \$6.3 million for the purchase of seven new garbage trucks
- On-going cost: Approximately \$2.4 million a year (FY 2026/27 dollars) including five additional drivers and one additional truck mechanic
- Rate adjustment: No change to previously adopted rate increases (3%-5%) but future rates would be likely to increase by an extra 1.5% - 2% per year above inflation in the next rate study (total 7.5%-10% above inflation over 5 years)



The following table summarizes the three options.

<b>Feature</b>	<b>Staff Recommendation</b>	<b>Alternative 1</b>	<b>Alternative 2</b>
Green Waste Service (including Organics)	Weekly Collection (upgraded)	Bi-weekly (no change)	Weekly Collection (upgraded)
Recycling Service	Bi-weekly (no change)	Bi-weekly (no change)	Weekly Collection (upgraded)
Proposed Rate Increase	Maintain adopted rates, no impact above inflation in next rate study	0% (2 years), no impact above inflation in next rate study	Maintain adopted rates; 1.5%-2% additional rate increase per year above inflation in next rate study
One-Time Cost	Approximately \$4.5M (5 new trucks)	No additional cost	Approximately \$6.3M (7 new trucks)
Ongoing Annual Cost*	Approximately \$1.7M	No additional cost	Approximately \$2.4M

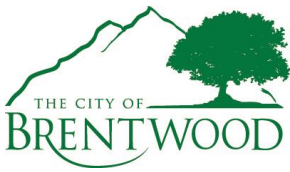
Ongoing annual costs include increased costs for personnel, electricity, fuel, maintenance, insurance, administration and replacement funding.

**BACKGROUND**

In 2023, the City Council adopted the 2023/24 – 2027/28 Water, Wastewater, and Solid Waste Rate Studies, which set rates for services for the next 5-year period. The adopted rates are based on a comprehensive model that projects the revenues needed to fund the Enterprises over the 5-year period. The financial model takes into account expenses and estimated costs that can be reasonably expected.

Since the models are projections, staff performs regular analysis of the financial health of the funds and verifies that the adopted rates provide the necessary revenues to ensure financial stability. If changes to the adopted rate schedules are warranted, staff presents the analysis to Council and makes a recommendation for any needed changes to the previously adopted rates.

The last time staff made such a recommendation was on June 24, 2025, when staff recommended, and the City Council approved, a 4% increase for the Water Enterprise rather than the 6.5% increase adopted in the original rate study.



Staff has once again completed an analysis of the financial health of the Enterprise Funds and has come to the following conclusions:

**Wastewater**

The Wastewater Enterprise Fund remains healthy and forecasted expenditures indicate the previously adopted 2% annual increases are appropriate. Staff recommends no change to the upcoming scheduled Wastewater rate increases.

**Water**

The Water Enterprise Fund remains healthy, and the fund balance has increased since the rate study was completed in 2023. Of particular note, approximately \$7 million was set aside for buy-in to the planned expansion of the Los Vaqueros Dam expansion project. That project has dissolved, and the \$7 million set aside for that project is now available for other use. Annual personnel and supplies and services budget savings have added to the fund balance. In addition, the Water Enterprise Fund is experiencing higher revenues due to higher water use. As a result, the Water Enterprise has a cash balance above the target reserve amount.

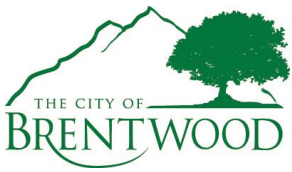
Staff is recommending that Council approve a lower rate increase than what was adopted in the 2023 rate study with a 4% water rate increase rather than the previously approved 6.5% increase for FY 2026/27. The FY 2026/27 increase would be calculated from the current FY 2025/26 rates.

**Solid Waste and Enhanced Services**

The Solid Waste Enterprise Fund remains healthy, and the fund balance has increased since the rate study was completed in 2023. Of particular note, the rate study included several million dollars of debt service for the Solid Waste Organics project. That project was estimated to cost \$95 million, but ultimately had a price tag of \$160 million. The \$160 million price tag led staff to abandon the project. Staff has also been able to delay the implementation of increased costs associated with SB 1383 compliance which has contributed to the financial health of the Enterprise.

With the implementation of SB 1383, which requires food waste and organics to be placed in the green cart, staff has been hearing concerns from residents that the hot summer months could result in increased odors and pest activity around green waste. With the cancellation of Solid Waste Organics project, the Solid Waste Enterprise has the financial capacity to address these concerns with enhanced (i.e. weekly) green waste collection services.

Weekly green waste collection service would require the purchase of five new single-body trucks to handle the increased collection activity. These new trucks will likely



be EV powered and will count towards the City's requirements to convert fleet vehicles from gas powered to EV. In addition, three new drivers will be needed to staff the additional routes created by the increased level of service, and one new truck mechanic will be needed to maintain the additional trucks. The existing cash balance in the Fund would be sufficient to fund the purchase of the trucks and the scheduled rate increases (3% - 5% for FY 2026/27 & 3% - 4% for FY 2027/28) would be sufficient to cover the ongoing cost of new employees for the remaining two years of the current rate study. The next rate study would not be negatively impacted by the enhanced services, and staff anticipates that future rate increases would be near inflation levels.

*Alternative 1 – Weekly garbage, bi-weekly green and recycling service:*

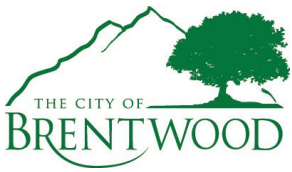
There is no legal or legislative requirement that the City enhance green waste service levels. The City Council could direct staff to leave service levels unchanged, and instead eliminate the previously approved Solid Waste rate increases for the next two years, leaving rates unchanged through June 30, 2028. This would replace the current rate study's planned increases of 3%-5% for FY 2026/27 and 3%-4% for FY 2027/28. Future rate increases would be anticipated to be near levels of inflation. Although this alternative would establish Brentwood as the clear low-cost provider in the region, staff does not recommend this direction as it would result in a lower level of service than is provided by surrounding cities.

*Alternative 2 – Weekly service for all carts:*

The City Council could alternatively decide to switch all cart services to weekly collection. If Council chooses this alternative, seven new single-body trucks would be required. In addition, five new drivers would be needed to staff the additional routes created by the increased level of service, and one new truck mechanic would be needed to maintain the additional trucks.

The existing cash balance would be sufficient to fund the purchase of the trucks and the scheduled rate increases (3% - 5% for FY 2026/27 & 3% - 4% for FY 2027/28) would be sufficient to cover the ongoing cost of new employees for the remaining two years of the current rate study. However, the next rate study would require rate increases of approximately 1.5%-2.0% each year, in addition to a typical 3% increase for inflation, to fund this increased level of service (estimated 4.5%-5.0% per year increase for five years). Staff does not recommend this alternative as it would require rate increases in order to provide a service that is not generally needed.

In summary, staff is seeking direction from the City Council regarding 1) implementing a lower than previously approved rate increase in the Water Fund for FY 2026/27 and 2) the potential enhancement of Solid Waste collection services.



Staff would then return to the City Council with resolutions to implement the direction provided.

**CITY COUNCIL STRATEGIC INITIATIVE**

Not Applicable.

**PREVIOUS ACTION**

Previous action by the City Council is included on Attachment 1.

**DATE OF NOTICE**

Not Applicable.

**ENVIRONMENTAL DETERMINATION**

Not Applicable.

**ALTERNATIVE OPTION(S)**

1. Direct staff to make other changes to the recommended rate increases.
2. Direct staff to make other changes to the recommended service levels.

**ATTACHMENT(S)**

1. Previous Action

## PREVIOUS ACTION

Previous actions related to this agenda item that were taken by the Council are listed below. To view prior actions and materials, and Brentwood Municipal Code references in the staff report, as applicable:

- Visit [www.brentwoodca.gov/meetings](http://www.brentwoodca.gov/meetings), and select the meeting date(s) desired to see the reference materials and videos.
- Visit [www.brentwoodca.gov/municipalcode](http://www.brentwoodca.gov/municipalcode) to research references to the Brentwood Municipal Code and search by the code section(s) cited.

On July 26, 2022, the City Council adopted Resolution No. 2022- 96, approving and authorizing the City Manager or designee to execute a Professional Service Agreement with Raftelis Financial Consultants, Inc. for a Comprehensive Water and Wastewater (including ~~n~~Non-potable ~~w~~Water) Rate and User Fee Study, in the amount of \$76,290, plus a 10% contingency of \$7,629, for a total not-to-exceed amount of \$83,919.00.

On August 9, 2022, the City Council adopted Resolution No. 2022-102, approving and authorizing the City Manager or designee to execute a Professional Service Agreement with HF&H Consultants, LLC. for a Comprehensive Solid Waste Rate and User Fee Study, in the amount of \$56,780, plus a 10% contingency of \$5,678, for a total not-to-exceed amount of \$62,458.

On April 12, 2023, a City Council Workshop was held to outline the utility rate process, identify utility enterprise expenses and present proposed water, wastewater and solid waste utility rates for Fiscal Years 2023/24 through 2027/28.

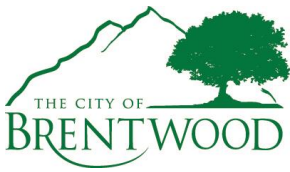
On April 21, 2023, Public Hearing Notices were sent to all property owners and customers of the parcels served by the City's Water, Wastewater and Solid Waste utilities. The City also activated a website that provided interested parties access to the cost of service studies, answered frequently asked questions, and provided a rate calculator for customers to estimate their actual bill impact.

On June 13, 2023, the City Council adopted Resolution No. 2023-75, accepting and approving the Water and Wastewater Rate Study, and the rate structures for water utility service.

On June 13, 2023, the City Council adopted Resolution No. 2023-76 accepting and approving the Water and Wastewater Rate Study, and the rate structures for wastewater utility service.

On June 13, 2023, the City Council adopted Resolution No. 2023-77, accepting and approving the Water and Wastewater Rate Study, and the rate structures for solid waste utility service.

On July 1, 2025, the City Council adopted Resolution No. 2025-73, approving revised monthly user charges for water service for Fiscal Year 2025/26.



**SUBJECT:** Priority Projects for the 2026/27 and 2027/28 Economic Development Grant Program and funding sources for each project; and use of the Agriculture Land Fund to support the Harvest Time in Brentwood Trail Map

**DEPARTMENT:** City Manager’s Office

**STAFF:** G. Harold Duffey, City Manager  
Ricardo Noguera, Economic Development Manager

**TITLE/RECOMMENDATION**

Approve the attached resolution and proposed allocation of funds for the Economic Development Grant Program Priority Projects category and funding sources in the amount of \$72,512 for both FY 2026/27 and FY 2027/28; approve allocation of funds for the U-Pick Harvest Time in Brentwood (HTIB) Trail Map in the amount of \$10,000 for both FY 2026/27 and FY 2027/28 from the Agriculture Land Fund as recommended by the Land Use and Development Committee (“LUD”) and authorize the City Manager or designee to execute all grant and reimbursement documents.

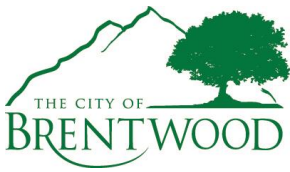
**FISCAL IMPACT**

If approved, Priority Project expenditures of \$72,512 in both FY 2026/27 and FY 2027/28 will be funded from the Economic Development Grant (EDG) Fund. The total EDG funding available for FY 2026/27 competitive grants is \$204,863, as summarized below:

FY 2026/27 EDG Funds Available	\$277,375
Less: Proposed Priority Projects	(72,512)
<b>Available for FY 2026/27 Competitive Grants</b>	<b><u>\$204,863</u></b>

On March 31, 2026, the City Council approved \$15,000 in funding for the Art Guild of the Delta’s *Banner Up!* Program from the Art Administration Fund. As a result, available 2026/27 EDG Funds increased by \$5,000, reflecting replacement of a previously awarded \$5,000 grant from the FY 2025/26 EDG competitive program.

LUD recommends that the \$10,000 Priority Project proposed for Harvest Time in Brentwood’s production of the Trail Maps be funded from the Agriculture Land Fund.



Historically, from FY 2007/08 to FY 2017/18, the Trail Maps were funded, at varying levels, by the Agriculture Land or Administration Fund. Beginning in FY 2018/19, the Trail Maps were designated as an EDG Fund priority project by City Council resolution.

If approved, the EDG Fund Priority Project expenditures and the Trail Maps funding from the Agriculture Land Fund will be incorporated into the draft FY 2026/27 – 2027/28 Operating Budget, to be presented to the City Council at the Operating Budget workshop in May 2026.

## **BACKGROUND**

The residents of Brentwood voted to adopt the City’s Business Tax Certificate Ordinance, which is commonly referred to as a business license. This Business Tax Certificate is a tax on a business based on the business type and its gross receipts. The Business Tax Certificate Ordinance established an “Economic Development Grant Program” by setting aside annually twenty percent of all revenue generated through the program. The relevant language of the Ordinance is provided in section 5.04.060 of the Brentwood Municipal Code as follows:

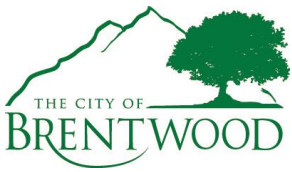
*“Twenty percent of the business license tax collected shall be set aside for economic development for the explicit purpose of business promotion and institutional advertisement for the city of Brentwood. Organizations, including the city of Brentwood and the Brentwood Chamber of Commerce, may apply annually for the use of these funds on a project by project basis to the city manager. Disbursement of these funds would require city council approval. (Ord. 973 3, 2016; Ord. 803, 1, 2005; Ord. 707, 2002)”*

In 2013, the Land Use and Development (LUD) Committee asked for a comprehensive review of the grant program in order to improve its efficiency and effectiveness. After several public meetings, the committee recommended that a list of priority events, projects, or programs be funded on an ongoing basis. As part of this process, the City Council established a “Priority Projects” category. Priority Projects are funded for two consecutive years and align with the two-year budget cycle.

## **LUD’S RECOMMENDATIONS**

On April 20, 2026, the LUD Committee reviewed the Priority Projects and made the following recommendations to City Council for consideration:

1. That the Harvest Time Trail Map funded from the Agriculture Land Fund rather than the Economic Development Grant Program (approximately \$10,000). It



should be noted that for several years prior to 2018, the Agriculture Land Funds funded this activity.

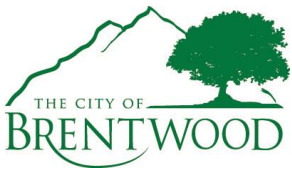
2. That the City maintain the same funding level for priority projects for fiscal years 2026/27 and 2027/28.
3. That all grant recipients be required to provide receipts for all expenditures associated with the grants as well as attendance figures and photos.

**PRIORITY PROJECTS FOR FY 26/27 AND FY 27/28**

On April 20, 2026, staff presented the LUD Committee with proposed funding for the FY 2026/27 and FY 2027/28 Priority Projects. The staff report is included as Attachment 3.

The LUD Committee recommends funding the Priority Projects category of the Economic Development Grant Program in the amount of \$72,512 for each of the next two years: FY 2026/27 and FY 2027/28. The following table contains the list of recommended Priority Projects for the two-year period.

<b>PROJECT</b>	<b>AGENCY</b>	<b>APPROVED FUNDING (FY 2024/25 &amp; 2025/26)</b>	<b>PROPOSED FUNDING FY 2026/27</b>	<b>PROPOSED FUNDING FY 2027/28</b>
HOLIDAY PARADE	BRENTWOOD CHAMBER OF COMMERCE	\$8,500	\$8,755	\$8,755
HOMETOWN HALLOWEEN	BRENTWOOD CHAMBER OF COMMERCE	\$4,000	\$4,120	\$4,120
HARVEST TIME TRAIL MAP	HARVEST TIME IN BRENTWOOD	\$10,000	TO BE FUNDED VIA AG LAND FUND	TO BE FUNDED VIA AG LAND FUND
SUMMER CONCERT SERIES	CITY OF BRENTWOOD	\$50,000	\$51,500	\$51,500
MOVIES IN THE PARK AND ANNUAL HOLIDAY TREE LIGHTING	CITY OF BRENTWOOD	\$7,900	\$8,137	\$8,137
<b>TOTAL FUNDING REQUEST</b>		<b>\$80,400</b>	<b>\$72,512</b>	<b>\$72,512</b>



It should be noted that on March 10, 2026, the Brentwood City Council discussed the desire to fund future Harvest Time Trail Maps in the amount of \$10,000 from the FY 26/27 Agriculture Land Funds through a reimbursement agreement with Harvest Time..

### **CITY COUNCIL STRATEGIC INITIATIVE**

Not Applicable.

### **PREVIOUS ACTION**

Previous action by the City Council is included in Attachment 1.

### **ENVIRONMENTAL DETERMINATION**

Not Applicable.

### **ALTERNATIVE OPTION(S)**

Alternative Options to the LUD Committee's Recommendation:

1. Do not approve the LUD Committee's Recommendation.
2. Modify the LUD Committee's recommendation.
3. Continue item with direction for staff to return with additional information.

Alternative Options to the Staff Recommendation:

1. Do not approve staff's recommendation. (Note if not approving an item results in certain consequences when mandated by law.)
2. Modify staff's recommendation based on legally defensible findings.
3. Continue item with direction for staff to return with additional information.

### **ATTACHMENT(S)**

1. Previous Actions
2. Resolution
3. Staff Report – April 20, 2026 LUD Committee Meeting

## PREVIOUS ACTION

Previous actions related to this agenda item that were taken by the Council are listed below. To view prior actions and materials, and Brentwood Municipal Code references in the staff report, as applicable:

- Visit [www.brentwoodca.gov/meetings](http://www.brentwoodca.gov/meetings), and select the meeting date(s) desired to see the reference materials and videos.
- Visit [www.brentwoodca.gov/municipalcode](http://www.brentwoodca.gov/municipalcode) to research references to the Brentwood Municipal Code and search by the code section(s) cited.

On November 5, 2002, citizens voted in a general election to amend the Brentwood Municipal Code to change the business license tax to a gross receipts tax structure. As part of the new tax structure, 20% of business license tax revenues were to be reserved for economic development purposes. Subsequently, in 2004, the Economic Development Grant Program was created.

On December 10, 2013, by Resolution No. 2013-172, the City Council amended the grant program and changed the name from Business License Grant Program to the Economic Development Grant Program and established two categories of funding: Priority Projects and Economic Development Grant Program.

On February 27, 2018, by Resolution No. 2018-20, the City Council added Harvest Time in Brentwood Trail Map to the priority project list.

On June 12, 2018, by Resolution No. 2018-73, the City Council approved grant funding in the amount of \$124,721 for fiscal year 2018-2019, and also approved the removal of the Brentwood Arts Society (Art, Wine, and Jazz Festival) from the 2018-2019 and 2019-2020 priority projects category.

On January 14, 2020, by Resolution No. 2020-02, the City Council approved funding of the priority events category for fiscal years 2020-2021 and 2021-2022. This approval included a 3% annual inflationary increase for all projects under this category.

On January 25, 2022, by Resolution No. 2022-08, the City Council approved priority projects funded by the Economic Development Grant Program for fiscal years 2022/23 and 2023/24 in the amount of \$77,617 per year. The funding approval did not include a 3% inflationary increase for the 2022/23 and 2023/24 fiscal years.

On March 14, 2023, by Resolution No. 2023-30, the City Council approved an update to the Economic Development Grant Program Guidelines and Grant Application and allowed staff to make minor changes to the guidelines and application as needed.

On May 23, 2023, by Resolution No. 2023-69, the City Council approved grant funding in the amount of \$176,744 for fiscal year 2023-24 and an additional contribution of \$5,000 to the Downtown Business Coalition for the Light up the Night 4<sup>th</sup> of July Drone Show from the FY 2022/23 General Fund 75<sup>th</sup> Anniversary celebration budget.

On March 12, 2024, by Resolution No. 2024-24, the City Council approved the continued funding of the priority events category for fiscal years 2024-25 and 2025-2026.

On March 12, 2024, by Resolution No. 2024-25, the City Council approved an update to the Economic Development Grant Program Guidelines and Application.

On June 11, 2024, by Resolution No. 2024-63, the City Council approved a grant from the fiscal year 2024-2025 economic development grant program for Brentwood on Ice in the amount of \$22,500.

On June 11, 2024, by Resolution No. 2024-65, the City Council approved grants from the fiscal year 2024-2025 economic development grant program in the amount of \$117,000.

On June 22, 2025, by Resolution No. 2025-84, the City Council approved grants from the fiscal year 2025-2026 economic development grant program in the amount of \$129,500.

On April 20, 2026, the Land Use and Development Committee recommended City Council approve Priority Projects totaling \$72,512 for each of the next two fiscal years: 2026/27 and 2027-28. In addition, the Committee recommended the Harvest Time Trail Maps be funded by the Agriculture Land Funds in the amount of \$10,000 per fiscal year (2026/27 and 2027/28). Additionally, the Committee recommended that as part of reimbursement for grants that all grant recipients provide receipts, attendance figures and photos for all events.

## **RESOLUTION NO. 2026-XX**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENTWOOD TO APPROVE THE FUNDING OF THE PRIORITY PROJECTS CATEGORY FOR THE ECONOMIC DEVELOPMENT GRANT PROGRAM FOR FISCAL YEARS 2026-2027 and 2027-2028; TO APPROVE FUNDING FOR THE HARVEST TIME IN BRENTWOOD TRAIL MAP FROM THE AGRICULTURE LAND FUND; AND AUTHORIZE THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE DOCUMENTS RELATED TO THE GRANT PROGRAM AND REIMBURSEMENT AGREEMENTS**

**WHEREAS**, on November 5, 2002, Brentwood citizens voted in a general election to amend Ordinance No. 707, Chapter 5.04 of the Municipal Code, changing the business license tax from a flat rate to a gross receipts tax structure; and

**WHEREAS**, as part of the 2002 ballot measure to restructure the City's business license tax, the voters also approved the creation of a Business License Tax Program ("Program") that would allocate twenty percent of total business license tax revenues to grants awarded to projects that support marketing, promotion, and economic development within Brentwood; and

**WHEREAS**, on December 10, 2013, by Resolution No. 2013-172, the City Council amended the grant program and changed the name from Business License Grant Program to the Economic Development Grant Program and established two categories of funding: Priority Projects and Economic Development Grant Program; and

**WHEREAS**, on December 18, 2014, the City Council approved the continued funding of the designated Priority Projects; and

**WHEREAS**, on May 8, 2016, the City Council approved Resolution 2016-27, to continue funding the designated Priority Projects from the Economic Development Grant Program in the amount of \$54,000, and also approved a scoring system to streamline the approval process; and

**WHEREAS**, on December 13, 2016, the City Council approved Resolution 2016-165, for the continued funding of the Priority Projects Category for the 2017-2018 Economic Development Grant Program; and

**WHEREAS**, on January 23, 2018, by Resolution 2018-03, the City Council approved the continued funding of the Priority Projects category funding for the Economic Development Grant Program for fiscal years 2018-2019 and 2019-2020; and

**WHEREAS**, on February 27, 2018, the City Council approved Resolution 2018-20 to add Harvest Time in Brentwood to the Economic Development Grant Program's

Priority Projects category to fund the annual Harvest Time Trail Map and Mobile App for fiscal years 2018-2019 and 2019-2020; and

**WHEREAS**, on June 12, 2018, by Resolution 2018-73, the City Council approved grant funding in the amount of \$124,721 for fiscal year 2018-2019, and also approved the removal of the Brentwood Arts Society (Art, Wine and Jazz Festival) from the 2018-2019 and 2019-2020 Priority Events category; and

**WHEREAS**, on January 14, 2020, by Resolution No. 2020-02, the City Council approved funding of the Priority Projects category for fiscal years 2020-2021 and 2021-2022. This approval included a 3% annual inflationary increase for all projects under this category; and

**WHEREAS**, on January 25, 2022, by Resolution No. 2022-08, the City Council approved Priority Projects funded by the Economic Development Grant Program for fiscal years 2022/23 and 2023/24 in the amount of \$77,617 per year. The funding approval did not include a 3% inflationary increase for the 2022/23 and 2023/24 fiscal years; and

**WHEREAS**, on March 12, 2024, by Resolution No. 2024-24, the City Council approved Priority Projects funded by the Economic Development Grant Program for fiscal years 2024/25 and 2025/26 in the amount of \$80,400 per year. The funding approval did not include a 3% inflationary increase for 2024/25 and 2025/26 fiscal years;

**WHEREAS**, on April 20, 2026, the City's Land Use and Development Committee made recommendations for City Council consideration relating to Priority Projects funded by the Economic Development Grant Program for fiscal years 2026/27 and 2027/28. The Committee also recommended that Harvest Time Trail Map be funded by the City's Agriculture Land Funds and that the City maintain the same level of funding for each Priority Project from 2026/27 through 2027/28;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Brentwood does hereby resolve to:

1. Approve funding for Priority Projects from the Economic Development Grant Fund, in the following manner:

FY 2026-2027 Priority Projects category total of \$72,512 as follows:

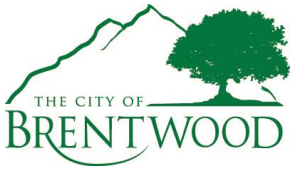
- Holiday Parade \$8,755
- Hometown Halloween \$4,120
- Summer Concert Series \$51,500
- Movies in the Park and Tree Lighting \$8,137

FY 2027-2028 Priority Projects category total of \$72,512 as follows:

- Holiday Parade \$8,755
- Hometown Halloween \$4,120

- Summer Concert Series \$51,500
  - Movies in the Park and Tree Lighting \$8,137; and
2. Approve funding the Harvest Time in Brentwood Trail Maps from the Agriculture Land Fund in the amount of \$10,000 in FY 2026/27 and \$10,000 in FY 2027/28; and
  3. Authorize the City Manager or his designee to execute documents related to the grant program and reimbursement agreements.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Brentwood at a regular meeting held on the 28th day of April 2026 by the following vote:



**LAND USE AND DEVELOPMENT COMMITTEE  
AGENDA ITEM NO. XX  
MM/DD/YYYY**

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**SUBJECT:** ED GRANT PROGRAM PRIORITY - City Manager-2026-21.docx

**DEPARTMENT:** City Manager’s Office

**STAFF:** G. Harold Duffey, City Manager  
Ricardo Noguera, Economic Development Manager

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**TITLE/RECOMMENDATION**

Review/revise and provide recommendations to the City Council on the proposed allocation of funds for the Economic Development Grant Program “Priority Projects” category. The proposed funding allocations are as follows:

- ◆ FY 2026/27 in the amount of \$82,812
- ◆ FY 2027/28 in the amount of \$85,297

**BACKGROUND**

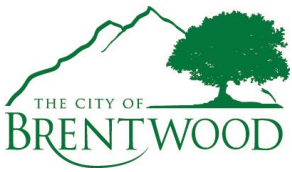
On November 5, 2002, citizens voted in a general election to amend the Brentwood Municipal Code to change the business license tax to a gross receipts tax structure. As part of the new tax structure, 20% of business license tax revenues are to be reserved for the explicit purpose of business promotion and institutional advertisement for the City of Brentwood. Subsequently, the Business License Grant Program (now referred to as the Economic Development Grant Program) was established.

**Priority Projects are Established**

In 2013, the Land Use and Development (LUD) Committee asked for a comprehensive review of the grant program in order to improve its efficiency and effectiveness. After several meetings, the committee recommended that a **list of priority events, projects or programs be funded on an ongoing basis.** As part of this process, the City Council established a “Priority Events” category. Priority events are funded for two consecutive years and align with the two-year budget cycle.

**Recommendations for LUD to Consider for Priority Projects**

Staff is recommending LUD review staff’s recommendations below and ultimately make formal recommendations to the City Council to consider funding for the next two-year budget cycle for Priority Projects. The table below includes last fiscal year’s



**LAND USE AND DEVELOPMENT COMMITTEE  
AGENDA ITEM NO. XX  
MM/DD/YYYY**

approved funding and staff’s recommendations for the next two years (FY 2026/27 and FY 2027/28). We anticipate a 3 percent increase over this current year’s funding amount.

<b>PROJECT</b>	<b>AGENCY</b>	<b>APPROVED FUNDING (FY 2024/25 &amp; F2025/26)</b>	<b>PROPOSED FUNDING FY 2026/27</b>	<b>PROPOSED FUNDING FY 2027/28</b>
Holiday Parade	Brentwood Chamber of Commerce	\$8,500	\$8,755	\$9,018
Hometown Halloween	Brentwood Chamber of Commerce	\$4,000	\$4,120	\$4,244
Harvest Time Trail Map	Harvest Time	\$10,000	\$10,300	\$10,609
Summer Concert Series	City of Brentwood	\$50,000	\$51,500	\$53,045
Movies in the Park and Annual Holiday Tree Lighting	City of Brentwood	\$7,900	\$8,137	\$8,381
<b>Total Funding Request</b>		<b>\$80,400</b>	<b>\$82,812</b>	<b>\$85,297</b>

**Additional Priority Events**

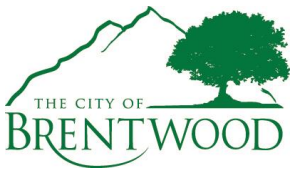
In the event the Committee has the desire to add additional Priority Event(s) to the Economic Development Grant fund budget, the event cost(s) would reduce the amount available for the 2026/27 Competitive Grant Cycle, as detailed below.

**FY 2026/27 COMPETITIVE GRANT CYCLE**

After funding the proposed costs of Priority Projects as listed above, the balance available to support Competitive Grants for the two-year budget cycle is as follows:

2026/27 Economic Development Grant Funds Available	\$272,375
Less: 2026/27 Continued Priority Events Estimated Costs	<u>82,812</u>
2026/27 Available for Competitive Grants	<u>\$194,563</u>

**ATTACHMENT(S)**



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**SUBJECT:** Introduction of City Council Administrative Policy No. 50-1, Naming/Dedication of City Facilities, and request for City Council discussion and direction

**DEPARTMENT:** Parks and Recreation

**STAFF:** E. Harith Aleem, Director of Parks and Recreation  
Aaron Wanden, Parks Maintenance Manager

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### **TITLE/RECOMMENDATION**

Receive and discuss Council Administrative Policy No. 50- 1, Naming/Dedication of City Facilities, and provide direction to staff regarding any desired clarifications or amendments.

### **FISCAL IMPACT**

Not applicable.

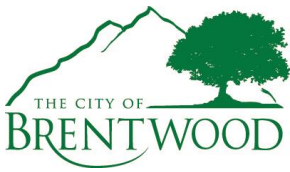
### **BACKGROUND**

The purpose of Policy No. 50-1 is to define the policies, responsibilities, and procedures associated with the naming and dedication of City facilities.

City Council Administrative Policy No. 50- 1 establishes the framework governing the naming and dedication of City Facilities, including Buildings, Park Sites, Recreation Facilities and Amenities, and Support Facilities. The policy outlines the criteria, procedural steps, and administrative responsibilities associated with naming and dedication actions.

The City Council originally adopted Policy No. 50- 1 in 2001 to ensure consistent and transparent procedures for assigning names to municipal facilities and for authorizing dedications in honor or memory of individuals, groups, or organizations. Following nearly two decades of operational experience, staff determined that clarifying updates were necessary to reflect contemporary administrative practices, improve procedural clarity, and align with current organizational structures.

On October 27, 2020, the City Council adopted Resolution No. 2020-134, which formally amended Policy No. 50- 1 in its entirety and replaced it with the updated policy currently in effect. The Resolution affirmed the need for clearer definitions,



**CITY COUNCIL AGENDA ITEM NO. H.5  
04/28/2026**

refined naming procedures for various categories of facilities, and updated roles for the Parks & Recreation Commission and City Manager in evaluating naming and dedication proposals. The Resolution was adopted unanimously (5-0) at a regularly scheduled meeting of the City Council.

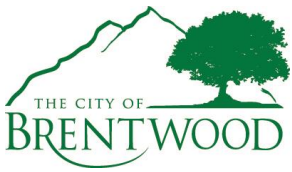
As amended, the policy affirms the City's long-standing practice of naming Facilities in a manner that provides a clear, recognizable point of reference for residents. Geographic naming is prioritized; however, the policy also authorizes consideration of additional factors such as topographical features, prominent vegetation, individuals or organizations with significant community contributions, and historically relevant references.

The policy differentiates between categories of Facilities to ensure the naming process aligns with facility function and community engagement patterns. For Park Sites and Recreation Facilities, the Parks & Recreation Commission generally serves as the initiating body for naming recommendations, subject to confirmation by the City Council. For Buildings and Support Facilities, initiation authority resides with the City Manager or designee, with subsequent confirmation by the Council.

Unless otherwise directed by the City Council, these initiating roles apply. However, the City Council retains discretion to refer renaming matters to the appropriate recommending body or to otherwise modify the naming process.

Naming recommendations advanced by the Parks & Recreation Commission or City Manager or designee are advisory in nature and subject to final approval by the City Council. The City Council retains full discretion to approve, modify, or reject any proposed name and may direct staff or the recommending body to return with alternative options, or may approve an alternative name without returning the matter to the recommending body. Where the City Council does not confirm a proposed name, staff will return with revised naming options consistent with Council direction.

The amended policy provides a structured approach to dedications, establishing the conditions under which Facilities or portions thereof may be dedicated in honor of individuals, groups, or organizations. The policy encourages dedications in the form of physical improvements or enhancements, while also acknowledging ceremonial or commemorative elements such as plaques. Oversight authority for dedications mirrors the naming structure: the Parks & Recreation Commission oversees dedications related to Park Sites and Recreation Facilities, while the City Manager or designee oversees dedications associated with Buildings and Support Facilities. The policy also outlines long-term maintenance, cost responsibilities, and the City's discretion regarding relocation or removal of dedication objects.



The purpose of presenting this item is to introduce Policy No. 50- 1 to the City Council, provide an overview of the policy’s development and current framework, and invite Council discussion regarding potential clarifications or amendments. Staff seeks direction from the City Council on whether additional refinements are desired.

Potential areas for Council consideration may include refinement of naming criteria, clarification of eligibility for honorific naming, standardization of dedication duration, and opportunities to enhance community engagement in the naming process.

**CITY COUNCIL STRATEGIC INITIATIVE**

Not Applicable.

**PREVIOUS ACTION**

Previous Action by the City Council is included on Attachment 1.

**DATE OF NOTICE**

Not Applicable.

**ENVIRONMENTAL DETERMINATION**

Not Applicable.

**ALTERNATIVE OPTION(S)**

Alternative Options to the Staff Recommendation:

1. Receive and file the report with no changes to Policy No. 50-1.
2. Provide direction to staff to return with specific policy amendments.
3. Refer potential amendments to the Parks & Recreation Commission or City Manager/designee for review and recommendation, as applicable.

**ATTACHMENT(S)**

1. Previous Action
2. Council/Administrative Policy No. 50-1, Naming/Dedication of City Facilities.
3. Resolution No. 2020-134 (October 27, 2020).
4. City of Brentwood Parks Matrix

## **PREVIOUS ACTION**

Previous actions related to this agenda item that were taken by the Council are listed below. To view prior actions and materials, and Brentwood Municipal Code references in the staff report, as applicable:

- Visit [www.brentwoodca.gov/meetings](http://www.brentwoodca.gov/meetings), and select the meeting date(s) desired to see the reference materials and videos.
- Visit [www.brentwoodca.gov/municipalcode](http://www.brentwoodca.gov/municipalcode) to research references to the Brentwood Municipal Code and search by the code section(s) cited.

On June 12, 2001, the City Council approved by motion Policy 50-1, Naming/Dedication of City Facilities.

On October 27, 2020, the City Council adopted Resolution No. 2020-134, which formally amended Policy No. 50-1 in its entirety and replaced it with the updated policy currently in effect.

Subject: Naming/Dedication of City Facilities	Policy No: 50-1	Date: October 27, 2020
	Resolution No: 2020-134	Page 1 of 2

**PURPOSE**

To define the policies, responsibilities, and procedures associated with the naming and dedication of City facilities.

**DEFINITIONS**

1. "Buildings" are City-owned facilities that house employees or are otherwise used to conduct City business. They may include, but are not limited to, City Hall, the Civic Center, Senior Center, Municipal Service Center, and Police Department.
2. "Facilities" consist of Buildings, Park Sites, Recreation Facilities and Amenities, and Support Facilities.
3. "Park Sites" are City-owned parks, open space, and trails. They include, but are not limited to, developed and undeveloped park areas and designated open space areas.
4. "Recreation Facilities and Amenities" include, but not limited to, athletic fields, tennis/basketball courts, recreation centers, gazebos, and meeting rooms.
5. "Support Facilities" are City-owned facilities that are used to support field operations. They may include, but are not limited to, the Corporation Yard and pump stations.

**POLICY**

**A. Naming**

1. *General.* It is the policy of the City to name Facilities in a manner that will provide an easy and recognizable reference for the City's residents. Therefore, naming options will always consider a name based on the facility's geographic location. However, the Policy also establishes conditions for the consideration of naming options based on other factors.
2. *Geographic Location.* Whenever possible, Facilities will be named for their geographic location. The geographic location may be based on the identification of the facility with a specific place, neighborhood, major street, regional area of the City, or the City itself if the facility is deemed to serve the entire community.
3. *Other Considerations.* Consideration of facility names may also include, but is not limited to, a prominent form of topography; a prominent plant, bush or tree; individuals, groups, or organizations; or historical precedent.
4. *Process.*
  - a. Park Sites and Recreation Facilities and Amenities.
    - i. New Park Sites and Recreation Facilities and Amenities
      1. Unless otherwise determined by the City Council, the Park and Recreation Commission will initiate the naming of new Park Sites and Recreation Facilities and Amenities.
      2. The City Council will be asked to confirm the names of new Park Sites and Recreation Facilities and Amenities.
    - ii. Existing Park Sites and Recreation Facilities and Amenities.
      1. The City Council may, in its sole discretion, refer the naming or renaming of existing Park Sites and Recreation Facilities and Amenities to the Parks and Recreation Commission for recommendation.
  - b. Buildings and Support Facilities
    - i. New Buildings and Support Facilities

1. Unless otherwise determined by the City Council, the City Manager or designee will initiate the naming of new Buildings and Support Facilities.
2. The City Council will be asked to confirm the names of the new Buildings and Support Facilities.

ii. Existing Buildings and Support Facilities

1. The City Council may, in its sole discretion, refer the naming or renaming of existing Buildings and Support Facilities to the City Manager or designee for recommendation.

**B. Dedications:**

1. *General* Facilities or portions thereof, may be dedicated in the memory or in honor of, individuals, groups, or organizations. Dedications are encouraged, but not required, to be in the form of facility improvements or enhancements. The dedication may take the form of a ceremony, testimonial, or plaque in honor of the subject person, group, or organization.
2. *Types of Dedications*
  - a. Dedications may be in recognition of an outstanding service(s), a donation, or contribution to the facility or community.
  - b. Dedications may be in memory of someone who has contributed to the facility or community.
  - c. Dedications may be initiated by the City or by private parties.
3. *Installation and Maintenance*
  - a. Dedication plaques may not be placed in or on Facilities without written City approval, which may be withheld in the City's sole discretion.
  - b. The Park and Recreation Commission will, on behalf of the City Council, oversee the dedication process for Park Sites and Recreation Facilities and Amenities, unless initiated by the City, in which case the City Council will retain dedication authority that may be delegated to the Parks and Recreation Commission or City staff.
  - c. The City Manager or designee will, on behalf of the City Council, oversee the dedication process for Buildings and Support Facilities.
  - d. The Parks and Recreation Commission and City Manager or designee will, on a regular basis, inform the City Council of their respective dedication related activities.
  - e. Any private party sponsoring a dedication must provide sufficient funds, as determined by the City Manager or designee, to purchase, install, and maintain any plaque or other form of label associated with the recognition.
  - f. The City will make every effort to preserve any dedication plaque or dedication object, but reserves, in its sole discretion, the right to relocate the plaque or dedication object. If the plaque or dedication object cannot continue to be reasonably maintained, or after a period of ten years, it may be removed by the City.
  - g. If the dedication includes the gift of a tree or other plant, the City will provide its regular standard of landscape care for the tree or other plant. If the tree or other plant does not survive, the City is not obligated to provide a replacement.
  - h. If the dedication includes the gift of an object (e.g. bench, picnic table, or play equipment), the City will provide its regular standard of care and maintenance for the object.
  - i. The City will not be responsible for upkeep, repair, or replacement of any dedication plaque whose placement was not sponsored by the City.

<b>PARK LOCATION</b>	<b>Acreage</b>	<b>Baseball</b>	<b>Soccer</b>	<b>Basketball</b>	<b>Bocce</b>	<b>BBOs</b>	<b>Bike Racks</b>	<b>Play Areas</b>	<b>Picnic Tables</b>	<b>Benches</b>	<b>Restrooms</b>	<b>Shade Structure</b>	<b>Rentable</b>	<b>Other Amenities</b>
Almanor Pocket Park 555 Almanor Street	0.11							x		x		x		
Almond Park 2010 Azalea Way	1.4			x		x	x	x	x	x				Basketball Court (Full Ct.)
Alta Park 1970 Andalucia Avenue	2.6					x		x	x	x		x		
Amber Park 2357 DeMartini Lane	0.3							x	x	x		x		
Anastasia Park 1774 Anastasia Drive	0.82							x	x	x				
Appaloosa Park 2413 Tamalpais Court	0.94							x	x	x				
Apple Hill Park 1866 Central Blvd.	5	x	x	x	x	x	x	x	x	x	x	x	x	Game Tables, Bocce Cts., Exercise Station
Apricot Park 1875 Spanish Trail	0.25								x					
Arbor View Park 817 Atherton Blvd.	5			x					x	x				Gazebo/Trellis, Volleyball, Basketball (1/2 ct.)
Aspen Park 2024 Old Vine Place	1.26									x				Exercise Station
Balfour-Guthrie Park 1701 Balfour Road	6	x	x	x		x		x	x	x	x	x	x	Volleyball (grass), Basketball (full ct.)
Bella Fiore Park 2200 Salice Way	0.28					x		x	x	x				
Berkshire Park 2389 Berkshire Lane	0.41							x	x	x		x		
Big Basin Park 2034 Huntington Way	1.03					x		x	x	x		x		Bike Path, Game Tables
Black Gold Park 2671 St. Regis Avenue	6.5						x	x	x	x				
Blue Goose Park 1765 Adams Lane	5.04					x	x	x	x	x		x	x	Water Feature
Bosk Pocket Park Bosk Ave./Hedge Ave.	0.14							x		x				Gazebo
Brentwood Family Aquatic Park 195 Griffith Lane	7										x	x	x	
Brentwood Senior Activity Center 193 Griffith Lane	1.2										x		x	
Brentwood Skate Park 195 Griffith Lane	0.5								x	x		x		
Caboose Park 832 Marjoram Drive	1					x	x	x	x	x		x		
Carrara Pocket Park 320 Cortona Way	0.1								x	x				
Celeste Park 2955 Celeste Way	1.69							x	x	x				
Cherry Park 2050 Roper Circle	0.44								x	x				
City Park 710 Second Street	2.94					x		x	x	x	x	x	x	Water Feature, Gazebo
Cortona Park 366 Cortona Way										x				
Cortona Trailhead Park 217 Cortona Way								x	x	x				
Creekside Park 1010 Claremont Drive	9.53			x		x			x	x	x			Pickleball, Tennis Courts, Disc Golf, Basketball (1/2 ct.)
Creekside Trailhead Park 349 San Marino Lane	0.4									x				
Crocket Pocket Park Crocket Drive	0.13							x	x	x				
Curtis Park 105 Curtis Drive	0.13							x	x	x				
Dakota Park 480 Ridgewood Court	4.7					x			x	x		x		Dog Park
Daytona Park 526 Stratford Way	1.22							x	x	x		x		
Dolphin Park 2325 Atterbury Lane	1.88							x	x	x		x		Water Feature
Dragonfly Park 1300 Stony Creek Drive	0.51				x			x	x	x				Bocce Ct, Game Tables
Egret Park 580 Eileen Street	1.45			x				x	x	x		x		Basketball (1/2 ct.)
Fiorita Pocket Park 1878 Fiorita Way	0.08									x				
Fruitwood Park 1807 Moreau Way	0.41						x		x		x			Trellis
Gann Street Pocket Park 2213 Gann Street	0.2								x					
Garin Park 231 Lawrence Lane	6.35	x				x	x	x	x	x	x			
Gemini Park 1149 Europena Drive	0.78							x	x	x		x		
Giotto Pocket Park Giotto Drive /La Pergola Dr.	0.11									x				
Glory Park 4680 Nunn Street	1.1			x				x	x	x				
Golden Poppy Park 121 French Drive	0.79							x	x	x		x		
Granville Green Park 1091 Granville Lane	1.76							x	x	x		x		Public Art
Hanson Park 2349 Meganos Road	1					x	x	x	x	x		x		
Heron Park 950 Garin Parkway	10.8					x		x	x	x		x		Trellis, Public Art
Homecoming Park 2040 Homecoming Way	2			x		x		x	x	x				Basketball (Full Ct.)
Hummingbird Park 1471 Sparrow Creek Drive	0.63							x	x	x		x		
Iron Horse Trailhead 2021 Sage Sparrow Court	0.67								x					
Kaleidoscope Park 2581 Margaret Lane	0.54							x	x	x				
Kestrel Park 950 Island Palm Way	1.26					x	x	x	x	x		x		Basketball (Full Ct.)
King Park 1379 Bauer Way	3.93			x		x	x	x	x	x		x		Dog Park
La Pergola Pocket Park La Pergola Dr./1597 Antica Dr.	0.24							x	x					
Lake Park 401 Lakeview Drive	1.5						x	x	x					
Lexington Park 1524 Mildred Avenue	0.16									x				
Live Oak Park 1510 Canary Creek Way	2.38			x				x	x	x		x		Exercise Station
Loma Vista Park 1051 Meadowgate Way	5.3					x		x	x	x				
Magpie Park 2840 Michalia Lane	1.88						x	x	x	x		x		Dog Park
Mallard Park 668 Ray Street	1.7							x	x			x		Water Feature
Marsh Creek Staging Area Central Blvd.	1.32						x		x	x				
Marsh Creek Trailhead Park 1941 Concord Ave.	9.33									x				
Marsh Creek Vista Park 48 Pasco Drive	0.47					x			x	x				
McClarren Park 700 McClarren Drive	3.18			x		x		x	x	x		x		

<b>PARK LOCATION</b>	<b>Acreage</b>	<b>Baseball</b>	<b>Soccer</b>	<b>Basketball</b>	<b>Bocce</b>	<b>BBOs</b>	<b>Bike Racks</b>	<b>Play Areas</b>	<b>Picnic Tables</b>	<b>Benches</b>	<b>Restrooms</b>	<b>Shade Structure</b>	<b>Rentable</b>	<b>Other Amenities</b>
Meadowhawk Park 2700 Claudia Lane	0.73						x	x	x	x		x		
Medallion Park 1108 Europena Drive	1.35							x	x	x		x		
Mission Grove Park 450 Armstrong Road	2.16					x	x		x					
Miwok Park and Trail 1700 Regal Drive	7.9					x	x	x	x					
Monarch Park 760 Bella Drive	2.29					x	x	x	x			x		
Monte Rosa Park 2045 Solera Street	1.76									x				Exercise Station
Oak Meadow Park 180 Crawford Drive	9.68	x	x			x	x	x	x	x	x	x	x	
Oak Tree Park 2972 Blumen Avenue										x				Heritage Tree
Orchard Park 40 Griffith Lane	5.19			x				x	x	x		x		Basketball (Full Ct.)
Outrigger Circle Pocket Park Cir./ Sea Breeze Ct.	0.96									x				
Palmilla Park 295 Pacifica Drive	2.64					x		x	x	x		x		
Palomino Park 2293 Black Stone Drive	0.61							x		x		x		
Peach Park 2320 Indian Springs Drive	0.77							x	x	x		x		
Pelican Park 362 Bloomington Lane	1.06			x					x	x				
Pioneer Park 1481 Pioneer Square	2.79			x			x		x*	x		x		Dog Park *Picnic tables inside dog area.
Pistachio Park 2613 Brookshire Street	1.07					x		x	x	x		x		
Portofino Park 2477 Emerald Bay Drive	1.3									x				
Rainbow's End Park 1626 Marina Way	0.8							x	x	x		x		Water Feature
Rice Pocket Park Rice Street/Chestnut Street	0.25									x				
Rolling Hills Park 773 Waterville Drive	2.05								x	x				
Rose Garden Park 2732 Cathedral Circle	3.13								x	x		x		Public Art
Sage Glen Park 60 Rossano Street	2					x		x	x	x				
Salmon Park 2398 Caterpillar Lane	0.63									x				Native Garden
Sawyer Pocket Park 911 Sawyer Way	0.22													
Seedling Park 2180 Wayne Drive	1.25					x		x	x	x		x		
Sparrow Park 64 Baird Circle	0.78							x	x	x		x		
Spirit Park 4600 Ford Street	0.51							x		x				Exercise Equipment
Steeplechase Park 1082 Steeple Blvd.	1.11							x	x	x		x		
Stonehaven Park 1320 Stonehaven Drive	0.15							x		x				
Summerset Commons Park 1511 Regent Drive	13.1							x		x		x		
Summerwood Park 1159 San Jose Avenue	4.49					x		x	x	x				
Sungold Park 566 Sungold Court	1.71					x		x	x	x		x		
Sunset Park Athletic Complex 655 Sunset Road	39.8	x	x			x		x	x	x		x	x	
Sweetgrass Pocket Park Sweetgrass Drive	0.25													
Sycamore Park 192 Scott Creek Way	1.42					x		x	x	x		x		
Topaz Park 2162 Hilda Way	0.27					x		x	x	x		x		
Towhee Park 1893 Chandler Drive	0.53									x				
Trailview Park 1998 Helena Way	2.36								x	x		x		
Tulare Park 537 Amari Court	1.44							x	x	x		x		
Veterans Park 3841 Balfour Road	10.5				x	x		x	x	x	x	x	x	Volleyball (sand), Bocce,
Walnut Park 4655 Carnegie Lane	5.05			x		x	x	x	x	x		x		
Wheatfield Park 2143 Gold Poppy Street	1.34			x		x	x	x	x	x		x		Basketball (1/2 ct.)
Windsor Way Park 1350 Windsor Way	0.18			x				x	x	x		x		Basketball (Full Ct.)
Yokut Park 1840 La Fonte Drive	1.33			x		x		x	x	x				Basketball (1/2 ct.)

**RESOLUTION NO. 2020-134**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENTWOOD AMENDING COUNCIL/ADMINISTRATIVE POLICY NO. 50-01 NAMING/DEDICATION OF CITY FACILITIES**

**WHEREAS**, the City Council periodically reviews and updates existing Council/Administrative policies; and

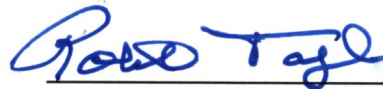
**WHEREAS**, Council/Administrative Policy No. 50-1 Naming Dedication of City Facilities (the Policy) was adopted in 2001, has not been updated since its adoption. As such, it is appropriate to review the Policy and update it as necessary; and

**WHEREAS**, City staff has undertaken a review of the Policy and has proposed clarifying updates to it.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Brentwood, that City Council/Administrative Policy No. 50-01 Naming/Dedication of City Facilities is hereby amended in its entirety and replaced with a new City Council/Administrative Policy No. 50-01 Naming/Dedication of City Facilities, which is attached as Exhibit "A"

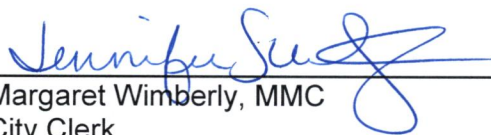
**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Brentwood at a regular meeting held on the 27<sup>th</sup> day of October, 2020, by the following vote:

**AYES:** Bryant, Rarey, Rodriguez, Staton, Taylor  
**NOES:** None  
**ABSENT:** None  
**RECUSE:** None



Robert Taylor  
Mayor

ATTEST:

  
For: Margaret Wimberly, MMC  
City Clerk

Subject: Naming/Dedication of City Facilities	Policy No: 50-1	Date:
	Resolution No:	Page 1 of 4

## PURPOSE

To define the policies, responsibilities, and procedures associated with the naming and dedication of City facilities.

## DEFINITIONS

1. "Buildings" are City-owned facilities that house employees or are otherwise used to conduct City business. They may include, but are not limited to, City Hall, the Civic Center, Senior Center, Municipal Service Center, and Police Department.
2. "Facilities" consist of Buildings, Park Sites, Recreation Facilities and Amenities, and Support Facilities.
3. "Park Sites" are City-owned parks, open space, and trails. They include, but are not limited to, developed and undeveloped park areas and designated open space areas.
4. "Recreation Facilities and Amenities" include, but not limited to, athletic fields, tennis/basketball courts, recreation centers, gazebos, and meeting rooms.
5. "Support Facilities" are City-owned facilities that are used to support field operations. They may include, but are not limited to, the Corporation Yard and pump stations.

## POLICY

### A. Naming

1. *General.* It is the policy of the City to name Facilities in a manner that will provide an easy and recognizable reference for the City's residents. Therefore, naming options will always consider a name based on the facility's geographic location. However, the Policy also establishes conditions for the consideration of naming options based on other factors.
2. *Geographic Location.* Whenever possible, Facilities will be named for their geographic location. The geographic location may be based on the identification of the facility with a specific place, neighborhood, major street, regional area of the City, or the City itself if the facility is deemed to serve the entire community.
3. *Other Considerations.* Consideration of facility names may also include, but is not limited to, a prominent form of topography; a prominent plant, bush or tree; individuals, groups, or organizations; or historical precedent.
4. *Process.*
  - a. Park Sites and Recreation Facilities and Amenities.
    - i. New Park Sites and Recreation Facilities and Amenities
      1. Unless otherwise determined by the City Council, the Park and Recreation Commission will initiate the naming of new Park

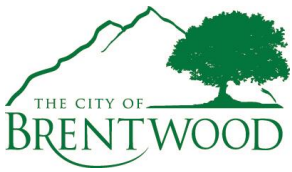
- Sites and Recreation Facilities and Amenities.
- 2. The City Council will be asked to confirm the names of new Park Sites and Recreation Facilities and Amenities.
- ii. Existing Park Sites and Recreation Facilities and Amenities.
  - 1. The City Council may, in its sole discretion, refer the naming or renaming of existing Park Sites and Recreation Facilities and Amenities to the Parks and Recreation Commission for recommendation.
- b. Buildings and Support Facilities
  - i. New Buildings and Support Facilities
    - 1. Unless otherwise determined by the City Council, the City Manager or designee will initiate the naming of new Buildings and Support Facilities.
    - 2. The City Council will be asked to confirm the names of the new Buildings and Support Facilities.
  - ii. Existing Buildings and Support Facilities
    - 1. The City Council may, in its sole discretion, refer the naming or renaming of existing Buildings and Support Facilities to the City Manager or designee for recommendation.

B. Dedications:

1. *General* Facilities or portions thereof, may be dedicated in the memory or in honor of, individuals, groups, or organizations. Dedications are encouraged, but not required, to be in the form of facility improvements or enhancements. The dedication may take the form of a ceremony, testimonial, or plaque in honor of the subject person, group, or organization.
2. *Types of Dedications*
  - a. Dedications may be in recognition of an outstanding service(s), a donation, or contribution to the facility or community.
  - b. Dedications may be in memory of someone who has contributed to the facility or community.
  - c. Dedications may be initiated by the City or by private parties.
3. *Installation and Maintenance*
  - a. Dedication plaques may not be placed in or on Facilities without written City approval, which may be withheld in the City's sole discretion.
  - b. The Park and Recreation Commission will, on behalf of the City Council, oversee the dedication process for Park Sites and Recreation Facilities and Amenities, unless initiated by the City, in which case the City Council will retain dedication authority that may be delegated to the Parks and Recreation Commission or City staff.
  - c. The City Manager or designee will, on behalf of the City Council, oversee the dedication process for Buildings and Support Facilities.
  - d. The Parks and Recreation Commission and City Manager or designee will, on a regular basis, inform the City Council of their respective dedication related activities.
  - e. Any private party sponsoring a dedication must provide sufficient funds, as

determined by the City Manager or designee, to purchase, install, and maintain any plaque or other form of label associated with the recognition.

- f. The City will make every effort to preserve any dedication plaque or dedication object, but reserves, in its sole discretion, the right to relocate the plaque or dedication object. If the plaque or dedication object cannot continue to be reasonably maintained, or after a period of ten years, it may be removed by the City.
- g. If the dedication includes the gift of a tree or other plant, the City will provide its regular standard of landscape care for the tree or other plant. If the tree or other plant does not survive, the City is not obligated to provide a replacement.
- h. If the dedication includes the gift of an object (e.g. bench, picnic table, or play equipment), the City will provide its regular standard of care and maintenance for the object.
- i. The City will not be responsible for upkeep, repair, or replacement of any dedication plaque whose placement was not sponsored by the City.



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**SUBJECT:** Discussion and Direction on Prioritization of Future Agenda Item Requests (2024 to Present)

**DEPARTMENT:** City Managers Office

**STAFF:** G. Harold Duffey, City Manager  
Amanda McVey, City Clerk

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### **TITLE/RECOMMENDATION**

Provide direction on the prioritization of outstanding Future Agenda Item Requests submitted by City Council from 2024 to present.

### **FISCAL IMPACT**

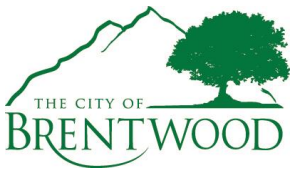
There is no direct fiscal impact associated with this item. The purpose is to prioritize previously approved Future Agenda Item Requests.

### **BACKGROUND**

The City Council uses Future Agenda Item Requests to introduce topics for future consideration. These requests span policy direction, program development, capital projects, and operational changes.

The process for adding Future Agenda Item Requests is governed by the City Council's adopted Meeting Rules and Procedures, Policy No. 110-1. Under this policy:

- Items may be added through the standard agenda process by the City Manager, City Attorney, Mayor, or Council Members
- The Mayor or two Council Members may submit a written request to the City Manager at least one week prior to agenda publication, subject to staff capacity
- An individual Council Member may request an item either in writing or verbally during a Council meeting under "Request for Future Agenda Items"
- Council discussion at that stage is limited to whether staff time and City resources should be allocated and the anticipated timing
- Staff work does not begin unless the Council provides direction to proceed, unless the City Manager determines the item is urgent



Staff has compiled all Future Agenda Item Requests submitted from January 2024 through the present. The list includes 62 requests across multiple departments.

Request Status Summary:

- Multiple items remain active or pending
- Departments are managing competing priorities
- Some items have required multi-phase implementation over time
- Several items require significant analysis before returning to Council
- Some items have been completed, withdrawn, or are no longer active

This discussion item allows Council to align priorities and provide clear direction to staff.

### **CITY COUNCIL STRATEGIC INITIATIVE**

This item supports all Strategic Initiatives by aligning work efforts with Council priorities and available resources.

### **PREVIOUS ACTION**

Not Applicable

### **DATE OF NOTICE**

Not Applicable

### **ENVIRONMENTAL DETERMINATION**

Not Applicable

### **ALTERNATIVE OPTION(S)**

Alternative Options to the Staff Recommendation:

1. Take no action and maintain the current list without prioritization
2. Continue item with direction for staff to return with additional information.

### **ATTACHMENT(S)**

1. Future Agenda Item Request Log
2. Meeting Rules and Procedures, Policy No. 110-1

**COUNCIL/ADMINISTRATIVE POLICY**

Subject: Meeting Rules and Procedures	Policy No: 110-1	Date: 10/10/2023
	Resolution No: 2023-123	Page 1 of 10

**CITY OF BRENTWOOD**  
**MEETING**  
**RULES AND PROCEDURES**

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# COUNCIL/ADMINISTRATIVE POLICY

Subject: Meeting Rules and Procedures	Policy No: 110-1	Date: 10/10/2023
	Resolution No: 2023-123	Page 2 of 10

## 1. PURPOSE; APPLICABILITY

**1.1 Purpose.** The purpose of the Council Meeting Rules and Procedures (these “Rules”) is to establish protocols that will be convenient for the public and contribute to the orderly conduct of City business. These Rules apply in addition to:

- the Ralph M. Brown Act Open Meeting Law (Brown Act, Gov’t. Code §55950 and following);
- the Political Reform Act (Gov’t. Code §81000 and following); and
- any other California laws that govern the conduct of City Council meetings.

**1.2 Applicability.** These Rules apply to meetings of the City Council and all City Commissions (unless: a provision is clearly not applicable, stated otherwise in the ordinance establishing a particular commission, or stated otherwise in state law). Reference to *Mayor, Council, Council Member*, and *City Clerk* shall respectively mean *Chairperson, Commission, Commissioner* and *Secretary*, when applicable to a City commission.

**1.3 Effect.** Failure to observe these Rules does not invalidate any otherwise lawful action.

## 2. MEETINGS: GENERAL RULES

**2.1 Meeting – Definition.** The term *meeting* means the gathering together of three or more members of the City Council (or a majority of the total members of any commission) to hear, discuss, deliberate, or take action on any matter within its jurisdiction. (Gov’t. Code §54952.2(a).)<sup>1</sup>

**2.2 Meetings Open to the Public.** Unless otherwise authorized by law to be held in closed session, all City Council meetings are open and public. (Cal. Const. art I, §3(b)(1); Gov’t. Code §54953(a).)

**2.3 Time and Place of City Council Meetings.** The City Council shall hold regular meetings at the dates, time, and location set forth in Municipal Code Chapter 2.04 and any related resolutions, or as modified by the Council.

**2.4 Quorum.** A majority of the total members of the Council shall constitute a quorum and is sufficient to transact regular business. A Council Member present but abstaining is counted for purposes of constituting a quorum. A Council Member disqualified from voting by law is not counted for purposes of constituting a quorum. (See Section 3.4a below.) If there is no quorum, the Mayor or City Clerk shall adjourn the meeting to a stated time and place.

**2.5 Presiding Officer.** The Mayor is the presiding officer of the Council. In the absence of the Mayor or in case of conflict under Section 3.4a, the Vice-Mayor shall preside. In the absence of the Mayor and Vice-Mayor, the City Manager shall preside over the election of a temporary chair. The temporary chair will preside until the return of one of the officers.

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<sup>1</sup> The Brown Act prohibits a majority of a city council, outside an open and noticed meeting, from using a series of communications of any kind (including telephone or email, or through intermediaries) to discuss, deliberate or take any action on city business. (Gov’t. Code §54952.2(b)(2).)

## COUNCIL/ADMINISTRATIVE POLICY

Subject: Meeting Rules and Procedures	Policy No: 110-1	Date: 10/10/2023
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### 2.6 Types of meetings.

- a. **Regular meetings.** This is the regular City Council meeting generally held twice per month, as established by the Municipal Code (Chapter 2.04) and City Council Resolution.
- b. **Special Meetings.** A special meeting may be called by the Mayor or by a majority of the City Council. Notice must be given in conformance with Government Code §54956 at least 24 hours before the special meeting.
- c. **Closed Sessions.** The City Council may meet in closed session (not open to the public), as provided by California law. No member of the City Council, City employee or person present during a Closed Session may disclose to anyone not present at the Closed Session the content or substance of any confidential written materials or confidential discussions which took place during the session, unless the City Council votes to authorize disclosure of such information by a majority vote, except as otherwise required by law. (Gov't. Code § 54956.5.)
- d. **Adjourned Meetings.** The City Council may adjourn a regular or special meeting to a specific time and place. (If there is less than a quorum at any scheduled meeting or if all members are absent, the Mayor or City Clerk may declare the meeting adjourned to a stated time and place and post notice of that fact consistent with Government Code § 54955.)
- e. **Continued Hearings.** The City Council may continue any hearing to a subsequent meeting, stating the specific date, time, and place. (Government Code § 54955.1).
- f. **Emergency Meetings.** The City Council may hold an emergency meeting under Government Code section 54956.5 if a majority of the members of the City Council determine that there is 1) a work stoppage or other activity which severely impairs public health, safety, or both, or 2) a crippling disaster which severely impairs public health, safety, or both. Notice shall be given as provided in Government Code section 54956.5.
- g. **Teleconferences.** The City Council may use teleconferencing for any City Council meeting. Each teleconference location must be open to the public, and an agenda posted at each location. Each teleconference location shall be identified in the notice and agenda of the meeting. At least a quorum of the Council Members must be present at locations within the City. All votes taken during a teleconferenced meeting shall be by roll call vote. (Gov't. Code § 54953.)
- h. **Meetings with City Commissions.** The City Council may hold a joint meeting with a City Commission, or with another public agency, in conformance with the Brown Act.

- 2.7 **Minutes; Record-keeping.** The City Clerk or his or her designee will take action minutes, consisting of the names of individuals speaking about an item, and the action taken by Council on each item including the motion and the vote. City Council and Planning Commission meetings are generally broadcast live and are also available for viewing later on the City's website. The City maintains audio recordings for other commission meetings. Copies or transcripts are available upon request, with prior payment of fees established by City Council resolution.

## COUNCIL/ADMINISTRATIVE POLICY

Subject: Meeting Rules and Procedures	Policy No: 110-1	Date: 10/10/2023
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### 3 ELECTION OF CITY COUNCIL OFFICERS; DUTIES

**3.1 Election of Vice Mayor.** The City Council shall elect a Vice Mayor for a two-year term, at the meeting when new Council Members are sworn in after a general municipal election. If the office of Vice Mayor becomes vacant for any reason (including resignation, incapacity, death, recall, municipal election, or removal by majority vote), the City Council shall elect one of its members to fill the vacancy at the next regular meeting. The election or removal of the Vice-Mayor requires three affirmative votes.

**3.2 Duties of Mayor.** The Mayor has the power, authority, and discretion, without a vote of the majority of the Council (except as noted) to:

**a. Preside over Council meetings:**

- 1) maintain order and proper decorum (See Rule 5 below);
- 2) announce the business before the Council in the order set forth in the agenda (or as such order may be changed per Rule 4.3 below);
- 3) call for votes on each matter requiring a decision, and announce the results. The Mayor may make a motion, second and debate matters, subject only to the same limitations of debate as are imposed upon all members.);
- 4) when requested, make these Rules known and decide questions of order, subject to an appeal of the Council;
- 5) set time limits on Council discussion (subject to Council concurrence) and on communications from members of the public, consistent with the Brown Act; and
- 6) open public hearings.”

**b. Agendas.** Work with the City Manager in the preparation of agendas, and place items on a future Council meeting agenda, under Rule Sections 4.2 and 4.4 below.

**c. Signing.** Sign all documents as authorized by the City Council, and ceremonial documents.

**d. Subcommittees.** Create subcommittees, with a concurrence of the Council, under Section 3.4b.

**e. Appointments.** Make appointments to a public office or position, with the confirmation of a majority of the City Council.

**f. City Spokesperson.** Serve as the chief spokesperson and representative for the City and City Council for matters concerning public policy.

**g. Other duties.** Perform other duties as are required by law or as pertain to the office of Mayor.

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**3.3 Duties of Vice Mayor.** The Vice Mayor has the power and authority to:

- a. Exercise the duties and powers of the Mayor, in the Mayor's absence.
- b. Serve with the Mayor as spokesperson and representative for the Council.
- c. Assist the Mayor in anticipating an issue that may warrant a special meeting.

**3.4 Duties of all Council Members.** It is the duty of each Council Member to attend Council meetings, adhere to these Rules, and to cast votes as outlined below.

**a. Abstention from voting.** A Council Member must abstain from voting if:

- 1) the Council Member has a personal or financial interest in the matter as defined in the California Political Reform Act (Government Code §§ 81000 et seq.)<sup>2</sup>; or
- 2) the law otherwise declares the Council Member's participation to be a conflict of interest (e.g., Government Code §§ 1090, 1126, 81000 et seq.; or case law); or
- 3) the member is disqualified as to a particular matter because of his or her absence from a prior public hearing and inability or failure to review the prior testimony and evidence presented.

If a Council Member is disqualified, he or she shall declare this fact and the reason for it on the record, and shall leave the room until the matter is concluded. However, if the matter on which the Council Member is disqualified is on the Consent Calendar, and is not pulled from the Consent Calendar, the Council member does not need to step down from the dais during the vote. Rather, before the Consent Calendar vote, he or she should declare this fact and the reason for it on the record and state that he or she is not voting on that item.

**b. Committees and Boards.** The business of the City Council will from time to time require work in Council committees (either a standing committee or ad hoc committee), and through Council Member participation on boards of other governmental agencies.

The Mayor, a majority of the Council, or staff may recommend formation of a committee. A committee assists in the resolution or study of issues arising from a specific area of Council concern. All communications and advice from a committee shall be made to the Council. A committee serves until discharged by a majority of the Council.

It is the duty of any Council Member sitting on such a committee, or outside board, to make periodic reports to the City Council as a whole and to the general public at regular City Council meetings. It is also the duty of a Council Member to timely advise his or her alternate, if any, if the Council Member will be absent from any committee or board meeting.

**3.5 Absences.** A Council Member should endeavor to give notice to the Mayor, City Manager, or City Clerk in advance if he or she will be absent or late to a Council meeting. If a Council Member is absent without permission from all regular city council meetings for 60 days consecutively from the last regular meeting he or she attended, his or her office becomes vacant and shall be filled as any other vacancy. (Gov't. Code §36513.)

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### 4 MEETING AGENDA: PREPARATION AND CONTENTS

**4.1 General.** The City Council will not discuss any item of business not appearing on the written agenda, except as provided in Government Code section 54954.2.

If other matters (not on the agenda) are raised by the public, the City Council or staff may refer the matter to staff or to a subsequent meeting.<sup>3</sup> (Gov't. Code §54954.2.)

**4.2 Agenda Preparation; Distribution.** There shall be a written agenda for each City Council meeting. The agenda shall contain a brief general description of each item of business to be transacted or discussed and shall include other matters as set forth in this Section 4. The City Clerk shall prepare the agenda in conjunction with the City Manager's office. Anonymous communications will not be considered nor placed on the agenda. Only the City Manager, City Attorney, the Mayor and Council Members may add items to a Council agenda. If a member of the public wishes an item to be added, he or she must have a Council Member sponsor the item. The agenda will be posted and distributed as required by the Brown Act. (Gov't. Code §§54954.2, 54954.1.)

**4.3. Agenda Contents; Order of Business.** The agenda shall include general information, a brief description of items of business, and the order of business (See Government Code § 54954.2).

The order of business is as follows, subject to change by the Mayor, Vice-Mayor (in the Mayor's absence), City Manager or a majority vote of the City Council:

- Call to Order and Roll Call
- Pledge of Allegiance
- Presentations (and Proclamations) (these may also be included on the Consent Calendar.)
- Public Comments (for items *not* on the public hearings or business items portions of the agenda, or requests for future agenda items)
- Informational Reports from Council Members, committees, liaisons, and staff
- Consent Calendar
- Public Hearings<sup>4</sup>
- Business Items
- Request for Future Agenda Items (by Council Members)
- Adjournment

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<sup>2</sup> A Council Member may not make, participate in making, or in any way attempt to use their official position to influence a governmental decision in which they know (or have reason to know) they have a financial interest. (Gov't. Code § 81000.)

<sup>3</sup> No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights, ask a question for clarification, or provide a reference to staff or other resource for factual information. (Gov't. Code §54954.2)

<sup>4</sup> Public Hearings. Public hearings are those having specific notice requirements by state law or City ordinance. At the hearing, the Council shall afford any interested person (and his or her representative) the opportunity to speak, present witnesses and evidence, subject to these Rules. Public hearings will be conducted in the following order: (1) Staff Reports and Council Member questions to staff; (2) Public hearing opened by Mayor; (3) Public testimony; (4) Mayor closes the public hearing, by majority vote; (5) Discussion among Council Members; and (6) Action by majority vote

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### 4.4 Adding Future Agenda Items.

An item may be added to a future agenda, and staff time authorized, in either of the following ways:

- a. Standard agenda process for agenda preparation, under Rule Section 4.2 above, including:
  - 1) by the City Manager, City Attorney, or staff; or
  - 2) by written request to the City Manager by the Mayor or two Council Members at least one week before the publication of the next agenda (Thursday by 5:00 p.m.) and the City Manager determines that there is adequate staff time to prepare discussion and recommendation materials; or
- b. By an individual Council Member making:
  - 1) a written request to the City Manager at least one week before the publication of the next agenda to place the item under Request for Future Agenda Items on the next agenda; or
  - 2) a verbal request at a Council meeting to have an item placed on the next agenda under Request for Future Agenda Items.

In either case (b.1 or b.2), the listed item will identify the Council Member making the request and briefly describe the nature of the request. Council discussion will be limited to whether staff time and City resources should be spent on the item and the time period for scheduling. Staff will not spend time on the requested item unless and until the Council wishes additional information, except that if staff has already worked on a matter or the City Manager deems an item to be urgent, he or she may place it on the next agenda as an action item.

## 5 DECORUM

**5.1 Decorum Generally - City Council Members.** The Mayor and Council Members shall preserve order and decorum at City Council meetings. Council Members shall confine their remarks to the agenda item under consideration and speak only when recognized by the Mayor, except as otherwise provided in these Rules. Once a Council Member is recognized, he or she will not be interrupted unless called to order by the Mayor. A Council Member may not, by conversation or otherwise, disturb or disrupt the proceedings or the peace of the City Council in any way, nor disturb any other Council Member or member of the public while speaking, nor refuse to obey the instruction of the Mayor or City Council.

During a quasi-judicial hearing<sup>5</sup>, an applicant or appellant is entitled to due process of law, including a meaningful opportunity to be heard. Council Members should not receive information outside of the hearing on the matter unless they disclose the nature of the communications. Council Members will give full attention to speakers at the hearing.

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<sup>5</sup> A *quasi-judicial hearing* is one that involves the application of rules to a specific project or set of existing circumstances. Examples include land use matters (but not legislative decisions such as General Plan or zoning amendments, or development agreements), employee disciplinary proceedings, and proceedings for the revocation, suspension, or reinstatement of permits, licenses, and franchises.

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Council meetings will be governed by common sense and good taste. In case of a dispute concerning a procedural matter not specifically covered in these Rules, the majority vote of the Council will control.

### 5.2 Decorum Generally - Public.

Members of the public wishing to speak during the public discussion are requested to fill out the speaker form provided and hand the card to the City Clerk at the beginning of (or during) the meeting. Comments by members of the public are generally limited to five minutes, or less time if a large number of speakers is anticipated, or if approved by the Mayor. A speaker may not allocate his or her time to another speaker. The Mayor will invite public testimony on each item at the appropriate time. Written documents or messages to the City Council or any Council Member while the City Council is in session, which pertain to the Council's business, shall be made only through the City Clerk.

A member of the audience must come forward to the lectern so that their remarks may be accurately recorded. All remarks shall be addressed to the Mayor, except that answers to questions posed by a City Council Member recognized by the Mayor may be addressed to the questioner. No person other than a member of the City Council and the person having the floor shall enter into any discussion, either directly or through a Council Member, without the permission of the Mayor. The comments must be pertinent to the agenda item under discussion. A member of the public may not ask a question of a Council Member or staff member, except through the Mayor. Speakers are urged to avoid unnecessary repetition in their remarks and instead simply indicate agreement with previous speakers.

If a meeting is willfully interrupted by any individual, group or groups of people so as to render the orderly conduct of the meeting unfeasible, the Mayor may recess the meeting and require the removal of individuals who are interrupting the meeting, or clear the room and continue the meeting allowing only members of the press to remain. (Gov't. Code §§ 54957.9.)"

## 6 VOTING AND DECISION; RECONSIDERATION

**6.1 Voting and Decision.** Ordinances, resolutions and other matters submitted to the Council must be adopted by a majority vote of the total membership of the Council unless a greater number of votes is required by law. A *majority* means three votes for the City Council (and for each City commission with a total of five members). If one or more Council Members is absent and a majority vote cannot be obtained, and no additional action is taken, the matter shall automatically be added to a future agenda, to be considered at least once with all Council Members present.

If a member (qualified to vote) does not vote in the affirmative or negative, the member shall be deemed to have voted in the affirmative.

A tie vote means the motion is not approved.

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After a vote is taken on a matter, if an appropriate resolution is not already prepared, the Council may direct the staff to prepare a resolution reflecting the City Council's findings and decision. A resolution brought back to the Council may be placed on the Consent Calendar. (No public comments can be received or considered unless a public hearing is re-noticed.) The vote is not considered final until the City Council reviews and approves the resolution at a later meeting.

**6.2 Reconsideration.** This section 6.2 does not apply to City Commissions.

**a. Reconsideration of Quasi-Judicial Actions.** (See footnote 5.) A motion to reconsider any quasi-judicial action taken by the City Council may be made by any Council Member who voted with the majority on a question, and may be seconded by any Council Member. The motion must be approved by a majority vote of the entire City Council. The City Clerk shall provide notice to all interested parties as soon as possible when a matter becomes the subject of a motion to reconsider.

**1) Timing.** The motion must be made at the same meeting at which the action was taken (including an adjourned or continued meeting), at the next regular meeting, or at any intervening special meeting. If a request for reconsideration is communicated to the City Manager by any Council Member who voted in the majority, at least 24 hours before the state law deadline for posting the City Council meeting agenda, then the request shall appear on the posted agenda for the next regular meeting or intervening special meeting. Otherwise, no City Council discussion or action on reconsideration may occur unless the item is appropriately added to the agenda under Government Code section 54954.2(b) which addresses adding items that are not listed on a posted agenda, when immediate action is necessary. (See Rule Section 4.1b.)

**2) Effect of Approval of Motion; Notice.** If the motion to reconsider is made and approved at the same meeting at which the initial action was taken and all interested persons (including applicants, owners, supporters, and opponents) are still present, the matter may be reconsidered at that meeting or at the next regular meeting or intervening special meeting (subject to the discretion of the maker of the motion) and no further public notice is required.

If the motion to reconsider is made and approved at the same meeting at which the initial action was taken but all interested persons are not still present, or if the motion is made and approved at the next regular meeting or intervening special meeting, the item shall be scheduled for consideration at the earliest feasible City Council meeting and shall be re-noticed in accordance with state law and the Municipal Code. In certain circumstances, a right may have vested after the initial decision, precluding reconsideration.

**b. Reconsideration of Legislative or Other Non-Quasi-Judicial Actions.** The City Council may rescind, repeal or amend its prior legislative or other non-quasi-judicial actions (unless precluded from doing so under applicable laws) at any regular or special meeting of the City Council. Noticing and scheduling of such actions shall be consistent with Rule Section 4 (Meeting Agenda: Preparation and Contents) and any required notice provisions.

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### Revision History

Date	Resolution
11/13/2001	2399 adopted policy
04/27/2004	2004-97 amended Rules 1-27 added rules 28-36
05/25/2005	2005-260 deleted Rule 8
04/11/2006	2006-73 deleted Rule 36
01/23/2007	2007-15 added Rule 13A
10/09/2007	2007-225 amended Rule 13A
05/24/2011	2011-67 deleted a portion of Rule 32 & amended Rule 28H
01/22/2013	2013-11 amended Rule 26 Priority of Business
12/10/2013	2013-174 amended Rule 35 in its entirety
12/09/2014	2014-182 amended Rule 13 A
6/14/2016	2016-74 Re-adopting new Meeting Rules and Procedures
12/12/2017	2017-162 Quorums and reconsideration of matters by City commissions
10/10/2023	2023-123 – Amended Rule 3.2 and 5.2

## Future Agenda Item Request Log 2024 - Present

Request Date	Requestor	Request	Status
1/9/2024	Meyer	Discussion related to the scheduling of Special City Council Meetings and Workshops	COMPLETE
1/23/2024	Meyer	Zoom Public Comments	WITHDRAWN
2/13/2024	Mendoza	Request for Council to receive personnel files for Council's direct reports (City Manager and City Attorney).	COMPLETE
2/13/2024	Mendoza	Changes to the calendar on the City's website.	COMPLETE
2/27/2024	Mendoza	Request for potential updates to Affordable Housing Ordinance requirements	COMPLETE
2/27/2024	Mendoza	Design Standards - Green strip in front of sidewalk	WITHDRAWN
3/12/2024	Meyer	Hate speech - review methods to restrict during public comments (Statement of Values)	In Progress Assigned to the DEBI Committee
3/12/2024	Pierson	Council Committee to review Brentwood Municipal Code	COMPLETE
3/26/2024	Mendoza	Sales Tax Measure	WITHDRAWN
3/26/2024	Pierson	Rules & Procedures Amendment	WITHDRAWN
3/26/2024	Pierson	Annual Legislative Housing Update	COMPLETE
4/9/2024	Meyer	Economic Development Update	COMPLETE

## Future Agenda Item Request Log 2024 - Present

4/9/2024	Mendoza	Various Housing Legislation with CalCities positions	COMPLETE
4/9/2024	Mendoza	Minnesota traffic speed radars	4/23/2024 Motion Approved 5 to 0
5/14/2024	Meyer	Change regular time for Agriculture Enterprise Committee to 4/5pm	COMPLETE
6/11/2024	Mendoza / Meyer	Consider becoming a Charter City	In Progress Assigned to Charter City Committee
6/25/2024	Mendoza / Meyer	Request for media outlets with which the City spends money on advertising, or that distribute City press releases, be held to the Society of Professional Journalists Code of Ethics	WITHDRAWN
6/25/2024	Pierson	Requested that the City Council consider changing the Age and Disabilities Friendly Communities Committee, and the Diversity, Equity, Belonging and Inclusion Committee, from ad-hoc to standing committees.	COMPLETE
3/5/2024	Planning Commission	Open Space Post Measure Q	In Progress Assigned to Municipal Code Update Committee
4/16/2024	Planning Commission	Lone Oak/Grant/Adams Traffic Discussion	COMPLETE
4/30/2024	Mendoza	Tobacco Retail License Direction	COMPLETE
6/4/2024	Planning Commission	300' Public Notice BMC Amendment	COMPLETE
8/13/2024	Mendoza	Request for status update on Summerset Soundwall	WITHDRAWN

## Future Agenda Item Request Log 2024 - Present

8/13/2024	Mendoza	Townhall for Business Permitting/License Efficiencies	WITHDRAWN
8/13/2024	Pierson	Trail Status/Further develop between American Ave/Mt. View Dr.	COMPLETE
9/24/2024	Planning Commission	Request regarding standards and methodology for Vehicle Miles Traveled (VMT)	In Progress
9/24/2024	Planning Commission	Request regarding establishment of pervious surface requirements or guidelines for new projects	COMPLETE
10/8/2024	Mendoza	Requested to remove 2001 Shady Willow Lane from the list of surplus land to become a park	In Progress
10/8/2024	Mendoza	Consider a design standard regarding shade ratios at parks	In Progress
10/8/2024	Mendoza	Consider adding additional shade at existing parks	COMPLETE
10/8/2024	Meyer	Consider using Ag-Enterprise and/or Art Enterprise funds for John Marsh House	In Progress
11/12/2024	Pierson/Orelemans	Consider funding a youth midnight basketball league (ages 12-25)	COMPLETE
11/12/2024	Mendoza	Briefing on PD's media outreach process	COMPLETE
12/30/2024	Mendoza / Meyer	Consider noise mitigation issues at Creekside Pickleball Courts	In Progress
1/14/2025	Mendoza	Update: Vineyard Academy Parkway Traffic Study	WITHDRAWN

## Future Agenda Item Request Log 2024 - Present

1/14/2025	Mendoza	Update: Vineyards at Marsh Creek Amphitheater	WITHDRAWN
1/14/2025	Mendoza	Review the Farmers Market Configuration	COMPLETE
1/14/2025	Mendoza	Review the Public Information Officer position	In Progress
1/14/2025	Mendoza	Review of City owned land behind Pioneer Elementary	In Progress
1/14/2025	Oerlemans/Pierson	Amendment to the Downtown Specific Plan to allow Tattoo Shops	In Progress
1/14/2025	Meyer	Collaborate with East Bay Regional Parks District to repurpose the Flag Barn	COMPLETE
1/14/2025	Maloney/Meyer	Request City facilitate a Mental Wellness and Resilience Workshop with the Contra Costa Justice Center	COMPLETE
1/14/2025	Mendoza	California Assembly Bill 413 (AB 413) Memo Assessment	COMPLETE
2/11/2025	Maloney	Social Nuisance Ordinance	In Progress Assigned to Social Nuisance Ad-hoc Committee
2/11/2025	Meyer	Send Midnight Basketball League to Request for Proposal	COMPLETE
2/25/2025	Pierson	Requested that staff explore the feasibility of repurposing the CD Building as a multi-use community facility	In Progress
2/25/2025	Meyer	Requested that the City do an educational campaign about chickens	COMPLETE

## Future Agenda Item Request Log 2024 - Present

2/25/2025	Meyer	Requested that staff address resident's concerns regarding goats and the City's upcoming weed abatement ordinance.	COMPLETE
2/20/2025	Pierson/Mendoza	Pursue Prop 4 Bonds Funds for City Park Improvements	COMPLETE
3/11/2025	Mendoza	Update Public Art Guidelines to include structures	In Progress
4/8/2025	Pierson	Request to adjust Hours of Operation at Pickleball Courts	COMPLETE
5/13/2025	Meyer	Requested that the City Council consider a discussion regarding the meeting date for the Call for Review on the Planning Commission's Decision on the Design Review for Fire Station 94.	COMPLETE
6/10/2025	Pierson	Consider Discussion regarding Sanctuary City options	WITHDRAWN
10/1/2025	Meyer / Mendoza	Review of the Open Space Overlay related to Agricultural and Recreational uses at Deer Ridge Golf Course	In Progress
10/25/2025	Meyer/Mendoza	2026 Winter Market	In Progress
10/22/2025	Maloney/Pierson	Communications Policy	In Progress
45975	Pierson/Mendoza	Affordable Housing Program:	Item 1 COMPLETE Item 2 and 3 In Progress
1/13/2026	Maloney/Pierson	Tourism Strategies Relating to Sporting Events in the Bay Area	In Progress
1/30/2026	Mendoza/Meyer	City Website and Better in Brentwood Website Content Standards and Press Releases	In Progress

## Future Agenda Item Request Log 2024 - Present

2/10/2026	Mendoza	Autonomous Vehicles	In Progress
2/24/2026	Mendoza	Traffic Task Force	In Progress
2/24/2026	Mendoza	Encroachment Permit Process	In Progress
2/24/2026	Mendoza	Policy for City-Sponsored Event Attendance	Died for lack of motion
2/24/2026	Pierson	Engineering Standards	In Progress