CITY OF PITTSBURG
AGENDA

FEBRUARY 05, 2024

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

SPECIAL MEETING
PLANNING COMMISSION INTERVIEWS
5:30 P.M.

REGULAR MEETING
7:00 P.M.

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

PRESIDING

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

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

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

5:30 PM - SPECIAL MEETING FOR PLANNING COMMISSION INTERVIEWS

1. Planning Commission Interviews

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

2. New Employee Introduction

PROCLAMATIONS

3. Black History Month

CITY MANAGER REPORTS/REMARKS

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

PUBLIC COMMENTS

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

COMMITTEE REPORTS

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

PUBLIC HEARING

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

   This is a public hearing on a request to adopt a resolution approving: 1) a General Plan Map Amendment to change the land use designation of the project site from High-Density Residential and Open Space to Low Density Residential and Open Space, 2) a Vesting Tentative Map for a 206-lot Major Subdivision. This public hearing also includes a request to introduce and waive first reading of an ordinance approving an amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District to transfer a total of

112 units from other villages into Village C and convert a total of 206 multi-family units to single-family units for the Siena at San Marco Residential Subdivision (Units 16 and 17). The project site is located immediately south of the Willow Pass Road interchange on State Route 4, near the westernmost edge of Pittsburg city limits in the PD-1362 (Planned Development, Ordinance No. 12-1362) district. Assessor's Parcel Nos. 091-050-072 and portion of 091-050-071.

CONFLICT OF INTEREST STATEMENT

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

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

5. Minutes of December 18, 2023 and January 16, 2024

6. Adoption of a City Council Resolution Accepting Project 2241 - East Leland Road Pavement Maintenance as Complete and Authorize the City Engineer to File a Notice of Completion

   Project 2241-East Leland Road Pavement Maintenance (the “Project”) facilitated pavement rehabilitation on East Leland Road. This resolution will accept the construction contract as complete and authorize the City Engineer to file a Notice of Completion.

7. Adoption of a City Council Resolution Accepting Project 2033 - Loveridge Road Maintenance Project as Complete and Authorize the City Engineer to File a Notice of Completion

   Project 2033-Loveridge Road Maintenance Project (the “Project”) facilitated pavement rehabilitation on Loveridge Road. This resolution will accept the construction contract as complete and authorize the City Engineer to file a Notice of Completion.

8. Adoption of a City Council Resolution Authorizing the Extension of an Agreement with Darktrace for 4 more years for their Detect & Respond System for Citywide Usage

   The City Manager recommends the extension of the existing agreement between the City of Pittsburg and Darktrace to subscribe to their DETECT & RESPOND systems for usage by all City departments for a period of 4 more years.

9. Adoption of a City Council Resolution to Accept Grant Funds from Keller Canyon Mitigation Fund for FY 23/24 Recreation Programs

   The City of Pittsburg has been awarded grants totaling $40,500 supporting recreation programs at the Buchanan Swim Center and the Senior Community Center. Staff is requesting adoption of a resolution to accept the grants and allocate the funds to the FY 2023-24 Recreation budget.

10. Adoption of a City Council Resolution Authorizing Execution of a General Services Agreement with Western Train Company for Train Replacement and Carousel Repairs

    The City of Pittsburg Public Works Department is responsible for the maintenance and repair of amusement rides at Small World Park. If approved, the resolution will authorize execution of a general services agreement with Western Train for an amount not to exceed $295,000, for replacing the train, upgrading the braking system, and repairing the carousel.

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

    On October 2, 2023, the City Council held a public hearing on a City-initiated request for adoption of two Ordinances for the Objective Design Standards 2023 Project: 1) adding Article XXI to Chapter 18.84 of the Pittsburg Municipal Code; and 2) amending the Zoning Map for certain multi-family housing and mixed-use development projects to further housing production consistent with state law. The City Council introduced and waived further reading of two Ordinances approving the Objective Design Standards 2023 Project. This item has been continued from the November 6, 2023, the November 20, 2023, and the December 18, 2023, City Council hearings. The Ordinance is now ready for City Council adoption.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

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

COUNCIL MEMBER REMARKS

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

ADJOURNMENT TO FEBRUARY 20, 2024

NOTICE TO PUBLIC

GENERAL INFORMATION

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SPEAKER'S CARD

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PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

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

DISRUPTIVE CONDUCT

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

LIVE MEDIA BROADCASTING ADVISEMENT

City Council meetings are webcast live on the City's website at www.pittsburgca.gov on the Agendas and Live Meetings page. Past meetings and approved minutes are also archived on that webpage. Watch the live meeting via the City's webcast (www.pittsburgca.gov - Agendas and Live Meetings), on Comcast Channel 24 Delta TV, AT&T U-Verse Channel 99 Delta TV. Contact the City Clerk's office at (925) 252-4850 for more information

City Council Agency/Liaison/Subcommittee Assignments as of January 5, 2024

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
ABAG	Dionne Adams / Jelani Killings Alternate	Standing	Annual		G. Evans
Delta Diablo*	Juan Banales / Shanelle Scales-Preston Alternate	Standing	2nd Wednesday	4:30 PM	J. Samuelson
East Co. Co. County Habitat Conservancy	Angelica Lopez / Juan Banales Alternate	Standing	4th Monday Bi-Monthly	2:00 PM	J. Davis
East County Water Management	Juan Banales / Jelani Killings Alternate	Standing	Annual		J. Samuelson
MCE Clean Energy Board	Shanelle Scales-Preston / Angelica Lopez Alternate	Standing	Quarterly	7:00 PM	D. Buchanan
TRANSPLAN / ECCRFFA	Shanelle Scales-Preston / Juan Banales Alternate	Standing	2nd Thursday	6:30 PM	J. Samuelson
Tri-Delta Transit (2 reps)**	Shanelle Scales-Preston & Dionne Adams / Jelani Killings Alternate	Standing	4th Wednesday	4:00 PM	J. Samuelson
LIAISON TO	**COUNCIL MEMBER(S)**	**TYPE**	**MEETS**	**TIME**	**STAFF**
East Bay League of California Cities	Shanelle Scales-Preston / Jelani Killings Alternate	Standing	3rd Thursday		G. Evans
Los Medanos Health Advisory Committee	Shanelle Scales-Preston & Jelani Killings	Ad Hoc	As needed		M. Aliotti
Mayor's Conference	Juan Banales & Jelani Killings Alternate	Standing	1st Thursday	6:30 PM	G. Evans
Pittsburg Police Activities League (PAL)	Shanelle Scales-Preston & Angelica Lopez / Dionne Adams Alternate	Standing	Monthly		S. Albanese
School Districts Committee (2x2)	Jelani Killings & Angelica Lopez / Dionne Adams Alternate	Standing	Quarterly		M. Aliotti
SUBCOMMITTEES	**COUNCIL MEMBER(S)**	**TYPE**	**MEETS**	**TIME**	**STAFF**
Budget Sustainability	Juan Banales & Jelani Killings	Ad Hoc	As needed		G. Evans
Community and Economic Development	Jelani Killings & Dionne Adams / Juan Banales Alternate	Standing	TBD		J. Davis
Finance Management	Juan Banales & Jelani Killings / Shanelle Scales-Preston Alternate	Standing	3rd Friday	4:00 PM	P. Rodrigues
Government Performance	Juan Banales & Jelani Killings	Ad Hoc	4th Friday	4:00 PM	J. Brizel
Infrastructure and Transportation	Shanelle Scales-Preston & Dionne Adams / Juan Banales Alternate	Standing	3rd Friday	1:30 PM	J. Samuelson
Life Enrichment	Dionne Adams & Angelica Lopez / Shanelle Scales-Preston Alternate	Standing	3rd Wednesday	5:30 PM	K. Simonton
Pittsburg Arts and Community Foundation	Shanelle Scales-Preston & Jelani Killings	Standing	As needed		K. Simonton
Public Safety	Shanelle Scales-Preston & Angelica Lopez / Jelani Killings Alternate	Standing	1st Wednesday	5:30 PM	S. Albanese
Tobacco, Cannabis, Alcohol Policy Review	Shanelle Scales-Preston & Jelani Killings	Ad Hoc	As needed		G. Evans

*Stipend of $170 per month

** Stipend of $100 per month

City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

Proclamation

BLACK HISTORY MONTH
FEBRUARY 2024

WHEREAS, February has been designated as Black History Month, and we want to celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development; and

WHEREAS, this observance affords the special opportunity to become more knowledgeable about African American heritage, and to honor the many African American leaders who have contributed to the progress of our nation; and

WHEREAS, such knowledge can strengthen the insight of all our residents regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and poverty; and

WHEREAS, the theme for this year is "African Americans and the Arts" and explores the key influence African Americans have had in the fields of visual and performing arts, literature, fashion, folklore, language, film, music, architecture, culinary and other forms of cultural expression; and

NOW, THEREFORE, I, Juan Antonio Banales, Mayor, on behalf of the entire City Council of the City of Pittsburg, do hereby proclaim the month of February 2024 to be Black History Month in our community and I encourage all residents to celebrate our diverse heritage and culture and continue our efforts to create a world that is more just, peaceful and prosperous for all.

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

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

MEETING DATE: February 5, 2024

EXECUTIVE SUMMARY

This is a public hearing on a request to adopt a resolution approving: 1) a General Plan Map Amendment to change the land use designation of the project site from High-Density Residential and Open Space to Low Density Residential and Open Space, 2) a Vesting Tentative Map for a 206-lot Major Subdivision. This public hearing also includes a request to introduce and waive first reading of an ordinance approving an amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District to transfer a total of 112 units from other villages into Village C and convert a total of 206 multi-family units to single-family units for the Siena at San Marco Residential Subdivision (Units 16 and 17). The project site is located immediately south of the Willow Pass Road interchange on State Route 4, near the westernmost edge of Pittsburg city limits in the PD-1362 (Planned Development, Ordinance No. 12-1362) district. Assessor's Parcel Nos. 091-050-072 and portion of 091-050-071.

FISCAL IMPACT

One-time revenues related to construction permits and other development fees and exactions are anticipated with this proposal. There is no impact to the General Fund if this project is approved.

RECOMMENDATION

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

1. Adopt a resolution (Attachment 1) approving a General Plan Map amendment, Vesting Tentative Map for a Major Subdivision; and

2. Introduce, waive further reading, and pass to second reading, an ordinance (Attachment 2) approving an amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District.

Please note: A condition of approval for the project has been included making approval of the Vesting Tentative Map for a Major Subdivision contingent upon City Council adoption of the ordinance approving the amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District.

BACKGROUND

On July 21, 2021, West Coast Home Builders, Inc., filed Planning Application No. AP-21-1584 (GP, PD/RZ, SUBD), requesting: 1) an Amendment to the General Plan Map to change the land use designation of the project site from High-Density Residential and Open Space to Low Density Residential and Open Space, 2) an Amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District to transfer a total of 112 units from other villages into Village C and convert a total of 206 multi-family units to single-family units, 3) a Vesting Tentative Map for a 206-lot Major Subdivision (Siena at San Marco); to subdivide the project site into 206 individual lots for single-family residences, and 4) Design Review of landscape and architectural plans to construct residences at Siena at San Marco.

On July 27, 2023, the Planning Commission held a public hearing to consider the project. Following public testimony and deliberations, the Planning Commission adopted Resolution No. 10226 (Attachment 3), recommending the City Council adopt an ordinance and resolution to approve the Siena at San Marco Residential Subdivision (Units 16 and 17), subject to conditions.

The project as previously reviewed by the Planning Commission on July 27, 2023, included a request for design review, which was included in the recommendation by the Planning Commission. However, the applicant has requested this portion of the application be withheld from consideration at this time to allow the applicant to revise the architecture and landscape plans. Once resubmitted, staff will return to the Planning Commission and City Council, as appropriate, for consideration and review

Existing Conditions: Village C (62.52 acres) and Village O (25.90 acres) are vacant and undeveloped and bisected by West Leland Rd; Village C is on the north side of West Leland Road and Village O is on the south side of West Leland Road. Surrounding land uses are primarily residential, vacant rangeland and open space.

The project site is comprised of an approximately 48-acre portion of Village C (Unit 17) and an approximately 10-acre portion of Village O (Unit 16). The remaining 15-acre portion of Village C, while currently vacant, is slated for future development of San Marco Villas (Phase III – 270 multifamily units).

The project site (Units 16 and 17) consists of gently rolling hills and some leveled areas. Elevations within the Unit 17 portion of the project site range from 300 to 460 feet above mean sea level and there is a notable large hill in the central part of Unit 17 with a transmission tower and corridor through the middle of the site. Elevations within the Unit 16 portion of the project site range from 350 to 440 feet above mean sea level with a low area in the western portion of Unit 16, with the surrounding hill gently sloping toward the low area. The transmission line corridor through the project site houses two parallel Pacific Gas and Electric (PG&E) electrical transmission lines (230 and 115 kilovolt [kV]).

The project site is approximately one and one-half-mile from the Pittsburg/Bay Point Bay Area Rapid Transit (BART) station and is within a quarter mile of Tri Delta Transit Route 200 bus stops located near the intersection of West Leland Road and San Marco Boulevard.

See Photos of the Project Site in Attachment 4.

Surrounding Land Uses

Village C (~48 acres)

North:	Agricultural-Natural Resources Trust parcel (5 acres) (constructed detention basin), State Highway 4
West:	Avila Road RV & Boat Storage, Spilker, LLC property (vacant)
South:	West Leland Road and Units 11 and 12 (Positano)
East:	Future San Marco Villas III (~15 acres of Village C) – 270 multifamily units, Existing San Marco Villas I and II (Village B – 462 multifamily units)

Village O (~10 acres)

North:	West Leland Road
West:	Existing residential subdivision known as Positano (Village L)
South:	Residential Subdivision known as Positano (Village L)
East:	Eastern portion (~16 acres) of Village O (vacant)

See Map of Surrounding Land Uses in Attachment 5.

Proposed Project: The proposed project, if approved, would allow for the development of 181 single-family units on an approximately 48-acre portion of Village C (Unit 17) and 25 single-family units within all approximately 10 acres of Village O (Unit 16).

Village C. The San Marco Development Plan originally planned for 339 multifamily units (townhouse apartments) to be built in Village C. To date, 270 of the 339 multifamily units have been approved (San Marco Villas III), but not yet constructed which leaves 69 units remaining in Village C. The applicant proposes to transfer 112 units into Village C (98 units from Village M, nine units from Village B, and five units from Village O), which would increase the unit count in Village C to 181 total. All 181 units were planned as multifamily units under the original San Marco Development Plan. The proposed project, if approved, would map and construct all 181 units as single-family units instead of multifamily units.

Village O. The San Marco Development Plan originally planned for 291 multifamily units (townhouse apartments) to be built in Village O. To date, none of those units have been approved or constructed. The applicant proposes to convert 25 units within Village O from multifamily units to single family units.

Taken together, Units 16 and 17 (the Siena Subdivision – 206 total single family units) would be constructed on an approximately 58-acre portion of the larger San Marco site; 25 units on a 10-acre portion of Village O and 181 units on a 48-acre portion of Village C.

Project Entitlements.

Three approvals are requested for this project: 1) a General Plan Map Amendment, 2) an Amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362), and 3) a Vesting Tentative Map for a Major Subdivision. Each approval is discussed in detail below.

1. General Plan Map Amendment

The proposed General Plan Map Amendment, if approved, would change the current land use designation of the project site from High-Density Residential and Open Space, which allows construction to a maximum of 25 dwelling units per acre (du/ac), to Low Density Residential and Open Space which allows for the construction of a maximum of 7 du/ac.

See Exhibit A of Attachment 1 (Resolution) for the proposed General Plan Map Amendment.

2. San Marco Development Plan and PD-1362 District Amendment (Zoning Map Amendment):

The proposed amendment to the Development Plan and PD-1362 District (Ordinance No. 12-1362), if approved, would:

a. Reassign 98 units from multifamily Village M, nine (9) units from multifamily Village B, and five (5) units from multifamily Village O to single family Village C; and
b. Convert 25 units from multifamily Village O to single family units in Village O.

See Exhibit A of Attachment 2 (Ordinance) for the proposed Amendment to the San Marco Development Plan and PD-1362 District.

3. Vesting Tentative Map for a Major Subdivision:

The proposed Major Subdivision, if approved, would subdivide the approximately 58-acre project site into 206, single-family residential lots. The proposed lot sizes range from 3,402 sq. ft. (minimum) to 16,375 sq. ft. (maximum) in Unit 16 and 3,375 sq. ft. (minimum) to 26,560 sq. ft. (maximum) in Unit 17. See discussion below for Vesting Tentative Map project development and design regarding access, open space, off-street parking, bicycle facilities, and infrastructure and utilities.

Access:

Vehicular access to Unit 17 would be from Siena Village Drive. Messina Circle, Livorno Drive, and Brindisi Drive would serve lots in the northern portion and Casina Circle,

Giovanni Drive, Catania Court, Lucca Lane, and Pesara Lane would serve lots in the southern portion of Unit 17. Vehicular access Unit 16 would be from Street A. Street B would serve lots in the eastern portion of Unit 16.

All streets throughout the proposed subdivision would be public streets*. Six-foot-wide sidewalks on both sides of the street are required.

Proposed roadway widths are listed below:

Siena Village Drive:	40-ft. – 52-ft.
Giovanni Drive:	40-ft.
Casina and Messina Circles:	36-ft.
Brindisi and Livorno Drives:	36-ft.
Lucca and Pesaro Lanes**:	30-ft.
Catania Court:	30-ft.
Streets A and B:	36-ft.

*Lucca and Pesaro Lanes on the west side of Unit 17 would be private access easements, not public streets, and therefore do not include sidewalks.

**Note: Pursuant to California Vehicle Code section 22500.1 and California Fire Code section 503.3, roadways less than 36-ft. wide shall have NO PARKING-FIRE LANE signs posted, allowing for parking on one side only or curbs painted red with the words NO PARKING - FIRE LANE clearly marked. This requirement will apply to Catania Court and both Lucca and Pesaro Lanes.

Open Space:

Unit 17
There are 11 open space lots of varying sizes throughout Unit 17; Parcels A (49,207 sq. ft.), B (406,631 sq. ft.) and J (222,321 sq. ft.) would be designated open space devoted to Geological Hazard Abatement District (GHAD). Parcel C would be a 2,888-sq. ft. pocket park, Parcel D (1,132 sq. ft.) would be devoted to Emergency Vehicle Access, Parcels E (668 sq. ft.), F (1,093 sq. ft.), G (2,468 sq. ft.) and H (4,366 sq. ft.) would be common area landscaping, Parcel I (1,924 sq. ft.) would be drainage maintenance access and Parcel K would be a 20,314-sq. ft. dog park. Parcels L and M are located across West Leland Road from Unit 17 and would be designated open space. Parcel N indicates a future West Leland Road.

Unit 16
There are four open space lots of varying sizes throughout Unit 16: Parcel A would be a pump station (5,079 sq. ft.), Parcels B (15,363 sq. ft.), C (6,443 sq. ft.) and D would be designated open space devoted to Geological Hazard Abatement District (GHAD).

Frontage improvements to West Leland Road and Santa Teresa Drive (curb, gutter and sidewalk) have already been provided by the applicant.

Infrastructure/Utilities:

Water
Based on a water supply analysis conducted by West Yost, dated July 27, 2022, the proposed subdivision is not anticipated to change the storage or pumping capacity findings

or recommendations included in the City's 2015 Water System Master Plan or the City's 2020 Urban Water Management Plan. Further, the additional water demand due to the Project's land use changes represents only a 0.1 percent increase in the City's projected future maximum day and peak hour demands. Thus, the additional water demand is not anticipated to trigger the need for additional pipeline improvements.

Sewer

The City and the Delta Diablo Sanitation District would provide sewer services. The sewer master plan for the overall San Marco Development was previously reviewed and approved by the City, which has always showed the proposed sewers for Unit 17 be conveyed thru San Marco Villas and eventually discharged into San Marco Boulevard. The proposed sewer design and layout is consistent with the previously City approved master plan.

Stormwater

The Contra Costa County Flood Control District has previously reviewed and approved the San Marco Drainage Study which included the proposed project site.

Provisions regulating stormwater management and discharge control in Chapter 13.28 PMC, require effective February 15, 2005, implementation of appropriate source control and site design measures and stormwater treatment measures for projects that create or replace one acre or more of impervious surface, and that effective August 15, 2006, reduce the threshold to projects that create or replace 10,000 square feet or more of impervious surface.

These provisions do not apply to the proposed project because the Southwest Development Agreement for the San Marco Development occurred on April 3, 1990 (Ordinance No. 90-990), prior to implementation of stormwater management and C3 requirements adopted in February 2005.

Additionally, the applicant is not proposing more impervious surface than what was already approved under the current adopted San Marco Development Plan and PD-1362.

Stormwater from the project will not be treated on-site. Rather, it will flow through street drains and existing infrastructure along W Leland Road to the existing C3 basin near the corner of San Marco Boulevard and W Leland Road approximately between one-quarter and one-half mile from Unit 16 and 17 residences.

A condition of approval will require the applicant to evaluate the existing, receiving storm and sewer facilities for adequate capacity and provide the results to the City to identify any service or supply problems. If any service or supply problems arise, the applicant agrees to cover the cost for installation of additional facilities required to be constructed to accommodate the proposed project.

See Exhibit B of Attachment 1 (Resolution) for the proposed Major Subdivision 9550 and Vesting Tentative Map.

See Exhibit C of Attachment 1 (Resolution) for the proposed Conditions of Approval.

GENERAL PLAN/CODE COMPLIANCE:

Pittsburg General Plan 2020

The project site is located within the larger San Marco Development area which is subject to the San Marco Development Agreement (DA) originally approved by the City Council on July 1, 1993.

The DA was subsequently amended on October 1, 2001, in Ordinance No. 01-1187, on July 19, 2010, in Ordinance No. 10-1326, on April 15, 2013, in Ordinance No. 13-1369 and on December 21, 2020, in Ordinance No. 20-1481.

The DA locked in the land use regulations at the time it was originally adopted. At the time the DA and PD plan were adopted, they were determined to be consistent with the applicable General Plan (1988).

The project site is located within the San Marco Development area in the Southwest Hills subarea of the General Plan and is currently designated a mixture of High-Density Residential and Open Space. The High-Density Residential designation is intended to provide sites for residential densities ranging from 14 to 25 units per acre. The proposed Low Density Residential designation is intended to provide sites for residential densities ranging from 1 to 7 units per acre.

The proposed project is a single-family development with a density of 3.57 units per acre which is inconsistent with the existing General Plan land use designation for the project site.

To address this inconsistency, the applicant is requesting the parcel be redesignated to Low Density Residential. If the proposed General Plan Amendment is approved, the maximum density for the project site would be reduced from 25 units per acre to 7 units per acre, which would allow for a maximum of 404 units on the 57.73-acre project site. The applicant is proposing a total of 206 units on the project site, which is less than the maximum that would be allowed.

Zoning/Amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District (Zoning Map Amendment)

The current zoning for the site is PD-1362 (Planned Development District, Ordinance No. 12-1362) District, and the site is regulated by the conditions of approval set forth in the ordinance establishing the PD District. As previously discussed, the proposed project falls within the area designated as Villages C and O in the San Marco Development Plan area.

The requested PD District amendment would amend the current San Marco Development Plan to: 1) modify the land use table to transfer 98 units from multifamily Village M, nine (9) units from multifamily Village B, and five (5) units from multifamily Village O to single family Village C, and 2) convert 25 units from multifamily Village O to single family units in Village O.

The proposed transfer would not increase the total number of residential units (2,938) approved for construction within the San Marco Development area, pursuant to the provisions of the existing DA.

Pursuant to PMC section 18.62.070, amendments to adopted PD Districts are processed in the same manner as zoning map amendments.

Inclusionary Housing Requirements

Development of the project site (Villages C and O) was envisioned in and is consistent with the current San Marco Development Plan. The San Marco Development Plan was determined to be consistent with the applicable General Plan (1988) at the time it was approved. The proposed project is exempt from Inclusionary Housing requirements in Chapter 18.86 PMC adopted in 2004 because the project is subject to the San Marco Development Agreement. The terms of the San Marco Development Agreement expressly prohibit the application of new City rules, regulations and policies that come into effect after July 1, 1993. As such, the current proposal is exempt and not subject to the Inclusionary Housing Ordinance.

East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (ECCC HCP/NCCP)

The City joined the East Contra Costa County Habitat Conservation Plan Association as a member agency with the adoption of City Council Resolution No. 00-9196 on June 19, 2000. On April 16, 2007, the City established procedures to implement the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (ECCC HCP/NCCP) in PMC Chapter 15.108 (Ordinance No. 07-1293).

PMC section 15.108.030 (Applicability) describes development projects which are exempt from the City's HCP provisions. PMC section 15.108.030(A)(4) specifically exempts "*Development projects with vested rights as established by California law including Government Code Sections 65864 through 65869 (development agreements) and Sections 66498.1 through 66498.9 (vesting tentative maps) where such rights vested prior to adoption of the ordinance codified in this chapter*."

The San Marco Development falls within this exemption given execution of the Southwest Development Agreement for the San Marco Development occurred on April 3, 1990 (Ordinance No. 90-990), prior to implementation of HCP requirements and procedures adopted in 2007.

Required Finding – General Plan Map Amendment: In order to adopt a general plan amendment, the City Council must determine, in accordance with Government Code section 65358, that the amendment would be in the public interest.

Required Findings – Zoning Map Amendment: In order to approve zoning changes, the City Council must determine, in accordance with PMC section 18.48.030, that:

A. the change proposed is consistent with the objectives, policies, general land uses and programs specified in the General Plan and applicable specific plan;

B. in the case of a base district, overlay district or general land use regulation, the change proposed is compatible with the uses authorized in, and the regulations prescribed for, the land use district for which it is proposed;

C. a community need is demonstrated for the change proposed; and

D. its adoption would be in conformity with public convenience, general welfare and good zoning practice.

Required Findings – Vesting Tentative Map for a Major Subdivision: In order to approve a Vesting Tentative Map for a Major Subdivision, the City Council must determine, in accordance with PMC section 17.20.060(c), that:

A. the proposed map is consistent with the general plan and any applicable specific plan, or other applicable provision of PMC;

B. the site is physically suitable for the type of development;

C. the site is physically suitable for the proposed density of development;

D. the design of the subdivision or the proposed improvements would not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat;

E. the design of the subdivision or the type of improvements would not cause serious public health problems; and

F. the design of the subdivision or the type of improvements would not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

A full analysis of how the proposed project meets the required General Plan Map amendment and Vesting Tentative Map for a Major Subdivision findings is provided in Section 2 (Findings) of the Resolution (Attachment 1). A full analysis of how the proposed project meets the required findings for an Amendment to an adopted PD Plan is provided in Section 2 (Findings) of the Ordinance (Attachment 2).

Environmental Review: On January 19, 1993, the City Council adopted Resolution No. 93-7888 certifying a Final Subsequent Environmental Impact Report (SEIR) for the entire, 639-acre, 2,938-unit project currently known as the San Marco Development (State Clearinghouse No. 1991073029).

CEQA Guidelines Section 15164(a) provides that the lead agency or a responsible agency shall prepare an Addendum to a previously certified EIR or Negative Declaration (ND) if some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 (listed below) calling for preparation of a Subsequent EIR or ND have occurred.

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR or ND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or ND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, or the ND was adopted shows any of the following:

   A. The project will have one or more significant effects not discussed in the previous EIR or ND.

   B. Significant effects previously examined will be substantially more severe than shown in the previous EIR or ND.

   C. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

   D. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR or ND would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative (CEQA Guidelines, Section 15162, subd. (a); see also Pub. Resources Code, Section 21166).

City staff prepared an Addendum for the proposed project to determine whether and to what extent the SEIR for the San Marco Subdivision remains sufficient to address the potential impacts of the proposed project, or whether additional documentation may be required under the California Environmental Quality Act (CEQA) (Public Resources Code [PRC] §§ 21000, et seq.).

There are no substantial changes proposed by the proposed project or the circumstances in which the proposed project would be undertaken that would require major revisions of the prior certified SEIR. The proposed project does not require preparation of a new subsequent or supplemental EIR due to: 1) the involvement of new significant environmental effects, (2) a substantial increase in the severity of previously identified significant effects, or (3) new information of substantial importance. No mitigation measures or alternatives previously found not to be feasible would in fact be feasible, nor has the Siena at San Marco proponent declined to adopt any additional mitigation measures or alternatives that would substantially reduce one or more significant effects on the environment. Rather, all the impacts associated with the Modified Project are within the envelope of impacts addressed in the prior certified SEIR. Applicable mitigation measures from the prior certified SEIR are identified and discussed in the Addendum and are also recommended for adoption as Conditions of Approval. Based on the discussion in this analysis and in the Addendum, staff determined that preparation of a supplemental or Subsequent EIR or ND was not required and that an Addendum provides the required documentation under CEQA for the proposed project.

See Attachment 6 for a link to the CEQA Addendum.

Public Notice: On or before Friday, November 10, 2023, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020.A, B and D, a “Notice of Public Hearing,” for the November 20, 2023, public hearing on this item was published in the East County Times; was posted at City Hall and at or near the project site; was delivered for posting at the Pittsburg Library; was posted on the “Public Notices” section of the City’s website and was mailed via first class or electronic mail to the applicant,

to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice. In addition, a copy of the notice was posted on www.nextdoor.com ("Nextdoor") and was sent directly to all subscribed residents in the "Avila," "San Marco" and "San Marco Villas" neighborhoods.

See Attachment 7 for the Public Hearing Notice.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

Staff believes that the City Council can make the required findings to approve of the requested General Plan Map Amendment, Zoning Map Amendment, and Vesting Tentative Map for a Major Subdivision. The staff-recommended findings are provided in Section 2 (Findings) of Attachment 1 (Resolution) and Attachment 2 (Ordinance) and summarized below.

There is a community need for the proposed amendments and requested approvals. The proposed amendments and requested approvals would conform with public convenience, general welfare and good zoning practice. Currently, the entire San Marco Development area is designated for exclusively residential use in the approved PD Plan. The proposed amendments and requested approvals would not increase the total number of units already envisioned for the San Marco Development rather, would increase the number of small-lot, single-family units in the project, thereby increasing opportunities for homeownership for entry-level buyers in the community. The proposed amendments and requested approvals would also place an increased number of residences in the San Marco development area closer to the Pittsburg/Bay Point BART station.

The proposed project is consistent with many of the goals and policies contained within the 2020 General Plan. For instance, the proposed project will: provide low-density, single-family residential in the Southwest Hills subarea (Goal 2-G-4), provide a dog park as a community amenity (Policy 2-P-6), utilize a PD zoning to achieve a high-quality design outcome (Policy 2-P-5), pay its share of the costs for the construction of facilities needed to serve the development (Policy 3-P-1, 3-P-13, and 7-P-2), include a Class IV bicycle facility along West Leland Road from Villa Drive to Santa Teresa Drive.

Additionally, there is no new information identifying new significant effects, nor is there an increase in the severity of previously identified impacts related to development of the project site. The conclusions from the prior certified SEIR remain unchanged when considering implementation of the proposed project.

ATTACHMENTS:

1. Resolution
    a. Exhibit A – General Plan Map Amendment
    b. Exhibit B – Vesting Tentative Map for Major Subdivision
    c. Exhibit C – Conditions of Approval
    d. Exhibit D – Addendum Appendix G

2. Ordinance
    a. Exhibit A – Amendment to San Marco Development Plan and PD-1362 Plan
3. Planning Commission Resolution No. 10226
4. Photos of Project Site
5. Map of Surrounding Uses
6. CEQA Addendum
7. Public Hearing Notice

Prepared by: Alison Hodgkin, Associate Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving a General Plan Map Amendment, Vesting Tentative Map for a Major Subdivision for the "Siena at San Marco Residential Subdivision (Units 16 and 17), AP-21-1584 (GP, PD/RZ, SUBD)	)))))	RESOLUTION NO. 24-

WHEREAS, on July 21, 2021, West Coast Home Builders, Inc., filed Planning Application No. AP-21-1584 (GP, PD/RZ, SUBD), requesting: 1) an Amendment to the General Plan Map to change the land use designation of the project site from High Density Residential and Open Space to Low Density Residential and Open Space, 2) an Amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District to transfer a total of 112 units from other villages into Village C and convert a total of 206 multi-family units to single-family units, and 3) a Vesting Tentative Map for a 206-lot Major Subdivision (Siena at San Marco); to subdivide the project site into 206 individual lots for single-family residences at Siena at San Marco. The project site is located immediately south of the Willow Pass Road interchange on State Route 4, near the westernmost edge of Pittsburg city limits in the PD-1362 (Planned Development, Ordinance No. 12-1362) district. Assessor's Parcel Nos. 091-050-072 and portion of 091-050-071; and

WHEREAS, the project site is located within the larger San Marco Development area which is subject to the San Marco Development Agreement (DA) originally approved by the City Council on July 1, 1993, as subsequently amended. The project site is regulated by the conditions of approval set forth in the PD-1362 (Planned Development District, Ordinance No. 12-1362) District; and

WHEREAS, a Final Supplemental Environmental Impact Report (SEIR) was prepared and certified in accordance with CEQA to examine the potential environmental effects of the original project (Final EIR for the San Marco Subdivision). The Pittsburg City Council certified the Final SEIR in Resolution No. 93-7888 on January 19, 1993, making the required findings under CEQA (State Clearinghouse No. 91073029). An Addendum to the certified Final SEIR has been prepared in accordance with CEQA Guidelines Section 15164 to address the proposed project (Siena at San Marco Units 16 and 17). The Addendum must be considered by the City Council with Planning Application No. AP-21-1584 (GP, PD/RZ, SUBD); and

WHEREAS, under Government Code section 65358, the City Council, upon recommendation of the Planning Commission, may amend the City's General Plan, in whole or in part, if it finds that the amendment would be in the public interest. No more than four general plan amendments to each required element may be adopted within one calendar year. In this calendar year so far, the City Council has adopted two amendments to the General Plan Land Use Element; and

WHEREAS, pursuant to PMC section 17.20.060(c), the City Council, upon recommendation of the Planning Commission, may approve a tentative map if it finds that:

a) the proposed map is consistent with the General Plan and any applicable specific plan, or other applicable provision of the PMC; b) the site is physically suitable for the type of development; c) the site is physically suitable for the proposed density of development; d) the design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat; e) the design of the subdivision or the proposed improvements will not cause serious health problems; and f) the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision; and

WHEREAS, pursuant to PMC section 18.36.230, the City Council, upon recommendation of the Planning Commission, may grant design review approval if it finds that: a) the structure conforms with good taste, good design and in general contributes to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality; b the structure will be protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable; c) the exterior design and appearance of the structure is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value; d) the structure is in harmony with proposed developments on land in the general area; and e) the application conforms with the criteria set forth in any applicable City adopted design guidelines; and

WHEREAS, on June 27, 2023, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 10226, recommending approval of requested General Plan Map amendment, amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District, Vesting Tentative Map and Design Review; and

WHEREAS, on or prior to Friday, January 26, 2024, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020.A - D, a “Notice of Public Hearing,” for the February 5, 2024, public hearing on this item was published in the East County Times; was posted at City Hall; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice; and

WHEREAS, on February 5, 2024, the City Council held a duly-noticed public hearing to: 1) introduce and waive further reading of an ordinance approving the proposed amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District; and 2) adopt this resolution approving the General Plan Map amendment and Vesting Tentative Map, at which time oral and/or written testimony was considered.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves the following:

Section 1. Authority

A. Article XI, Section 7 of the California Constitution confers on cities the authority to regulate land use within their jurisdictions under the police power and to make and enforce ordinances to protect the public health, safety and welfare. Aesthetic reasons alone justify exercise of the police power (Metromedia, Inc. vs. City of San Diego [1980] 264 C3d 848, 164 CR 510).

B. The General Plan is the single most important planning document and represents the most comprehensive statement of the city's interests and welfare (Government Code section 65300; Citizens of Goleta Valley vs. Board of Supervisors [1990] 52 CA3d 553, 276 CR 410). In general, all land use decisions must be consistent with the general plan. Consistency exists between a city's land use action and the general plan when a city has officially adopted such a plan, and the various land uses approved are compatible with the objectives, policies, general land uses and programs specified in the plan (Lesher Communications, Inc. vs. City of Walnut Creek [1990] 52 C3d 531, 277 CR1).

C. The Subdivision Map Act (Government Code section 66410, et seq.) vests in cities the power to regulate and control the design and improvement of subdivisions within their boundaries (Government Code section 66411). "Improvement" is broadly defined to include any specific improvement or type of improvement, the installation of which is necessary to ensure consistency with the general plan (Government Code section 66419[b]).

D. A city may not approve a tentative map unless it finds that the proposed subdivision, together with the provisions of its design and improvement, is consistent with the General Plan (Government Code section 66473.5).

Section 2. Findings

A. Based on the City Council staff report entitled, "Amending the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District for Siena at San Marco Residential Subdivision (Units 16 and 17), AP-21-1584 (GP, PD/RZ, SUBD)," dated February 5, 2024, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the City Council finds that:

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

2. City staff prepared an Addendum for the proposed project to determine whether and to what extent the Subsequent Environmental Impact Report (SEIR) for the San Marco Development area remains sufficient to address the potential impacts of the proposed project, or whether additional documentation may be required under the California Environmental Quality Act (CEQA) (Public Resources Code [PRC] §§ 21000, et seq.). Based on the analysis in the Addendum, staff determined that preparation of a supplemental or Subsequent EIR or ND was not required and that an Addendum provides the required documentation under CEQA for the proposed project.

General Plan Map Amendment:

3. The proposed amendment to the San Marco Development Plan and PD-1362 District is subject to the San Marco DA originally approved by the City Council on July 1, 1993, which was found to be consistent with the objectives, policies, general land uses and programs specified in the 1988 General Plan. Though the proposed amendment to the San Marco Development Plan and PD-1362 District is not subject to the 2020 General Plan, it is consistent with many of the goals and policies contained within the current document, and is therefore in the public interest, in that:

    a. The proposed project will provide low-density, single-family residential in the Southwest Hills subarea (Goal 2-G-4).

    b. The proposed project will provide a dog park as a community amenity (Policy 2-P-6).

    c. The proposed project will utilize a Planned Development (PD) zoning to achieve a high-quality design outcome (Policy 2-P-5).

    d. The proposed project will pay its share of the costs for the construction of facilities needed to serve the development (Policy 3-P-1, 3-P-13, and 7-P-2). The proposed project will comply with conditions of approval requiring payment of the Facilities Reserve Charge, Local Traffic Mitigation Fee (LTMF), and Regional Transportation Development Impact Mitigation Fee (RT-DIM) in accordance with the Pittsburg Municipal Code. The proposed project will promote the public health, safety, and general welfare in that it requires the Developer to pay fees to finance unmet

local and regional traffic improvement needs and annex the site into the City's Community Facilities District (CFD) 2007-1 for park maintenance and the City's CFD 2017-1 for fire facilities and fire safety and emergency services.

e. The proposed project will be built in an area where public facilities and infrastructure are already available (Policy 3-P-1). A condition of approval will require the applicant to evaluate the existing, receiving storm and sewer facilities for adequate capacity and provide the results to the city to identify any service or supply problems. If any service or supply problems arise, the applicant agrees to cover the cost for installation of additional facilities required to be constructed to accommodate the proposed project.

f. The existing transportation system has adequate capacity to accommodate the proposed project (Policy 3-P-2). Residents of the proposed project will have multiple transportation options available to them as the site is located near BART, Tri-Delta Transit, and bicycle lanes.

g. The proposed project will provide safe and contiguous routes for pedestrians and bicyclists (Policy 3-P-17, 7-P-34, and 7-P-40) in that a Class IV bicycle facility along West Leland Road from Villa Drive to Santa Teresa Drive is required as part of this project.

h. The proposed project will include bicycle racks in each garage for secure bicycle parking (Policy 7-P-45).

i. The Developer will equitably share the costs associated with providing water and wastewater services to the proposed project through payment of the Pittsburg Facilities Reserve Charge (Policy 11-P-7 and 11-P-18).

j. The proposed project will include window assembly upgrades for upper-floor windows of Unit 17 residences nearest to State Route 4 to ensure interior noise levels do not exceed 45 dB CNEL. The proposed project will also include sound walls for Unit 17 residences nearest to State Route 4 and West Leland Road to ensure exterior noise levels do not exceed 65 dB CNEL (Policy 12-P-6).

k. The proposed project will comply with conditions of approval requiring construction of quality home designs to ensure future residents will enjoy an attractive living environment (Housing Goal G-5 and Policy P-5.1).

Vesting Tentative Map:

4. The Vesting Tentative Map for the proposed 206-unit, Major Subdivision is consistent with the proposed General Plan land use designation of Low Density Residential, as described in Section 2.A.3 above.

5. The project site is physically suitable for the type of development proposed in that the site is vacant, that all project construction will occur at elevations below the major ridgelines within the southern hills, and the site is surrounded by existing infrastructure, minimizing the amount of work and investment needed to extend utilities and services to the site.

6. The project site is physically suitable for the proposed density of development, in that the site is surrounded by existing single- and multi-family, residential development. Further, the site is located within one and one-half mile of the Pittsburg/Bay Point BART station, less than a quarter-mile of two existing bus routes, a quarter-mile from the future San Marco Commercial Center and is adjacent to single- and multi-family homes, making it an appropriate location for residential low-density development.

7. The design of the proposed subdivision and accompanying improvements will not cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat, if the project is required to comply with conditions of approval in Exhibit D and all applicable mitigation measures and conditions of approval as outlined in Exhibit D Attachment 4 - Appendix G of the “Addendum to the Subsequent Environmental Impact Report for the San Marco Development Plan (for Siena at San Marco, Units 16 and 17),” dated May 5, 2023.

8. The design of the subdivision and type of improvements proposed will not cause serious public health problems, in that the project site is not listed on the California Department of Toxic Substances Control Hazardous Waste and Substances Site List and conditions of approval will require all site improvements comply with all local, City, State and federal regulations.

9. The design of the subdivision and type of improvements proposed will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision, in that there are no existing public access easements on the site. The proposed map does include a new public street that will connect the development to existing public roadways, and the new street will be of sufficient width to accommodate automobile and emergency vehicle access into and around the site.

B. The City Council Staff Report entitled, “Adoption of a Resolution Approving a General Plan Map Amendment and Vesting Tentative Map for a Major Subdivision; and Introduction and Waive First Reading of an Ordinance Approving an Amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District for Siena at San Marco Residential Subdivision (Units 16 and 17), AP-21-1584 (GP, PD/RZ, SUBD),” dated February 5, 2024, is referenced hereto as additional support for findings.

Section 3. Decision

Based on the findings and the authority set forth above, the City Council hereby takes the following actions:

A. Amends General Plan Figure 2-2 (Land Use Diagram) to change the land use designation of the project site, from High Density Residential and Open Space to Low Density Residential and Open Space as substantially presented in Exhibit A of this resolution;

B. Modifies other Land Use Element tables and charts as necessary to reflect the change in land use acreages and maintain internal consistency with the General Plan document;

C. Approves Vesting Tentative Map 9554 (Exhibit B) subdividing the project site into 206 lots for detached single-family homes, subject to the conditions as substantially presented in Exhibit D of this resolution; and

Section 4. Effective Date of General Plan Map Amendment

The General Plan Map Amendment approved by this resolution shall become effective immediately.

Section 5. Effective Date of Vesting Tentative Map for Major Subdivision

The Major Subdivision and Design Review approved by this resolution shall become effective on the effective date of the applicable ordinance amending the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District.

Section 6. Adoption

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 5th day of February 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

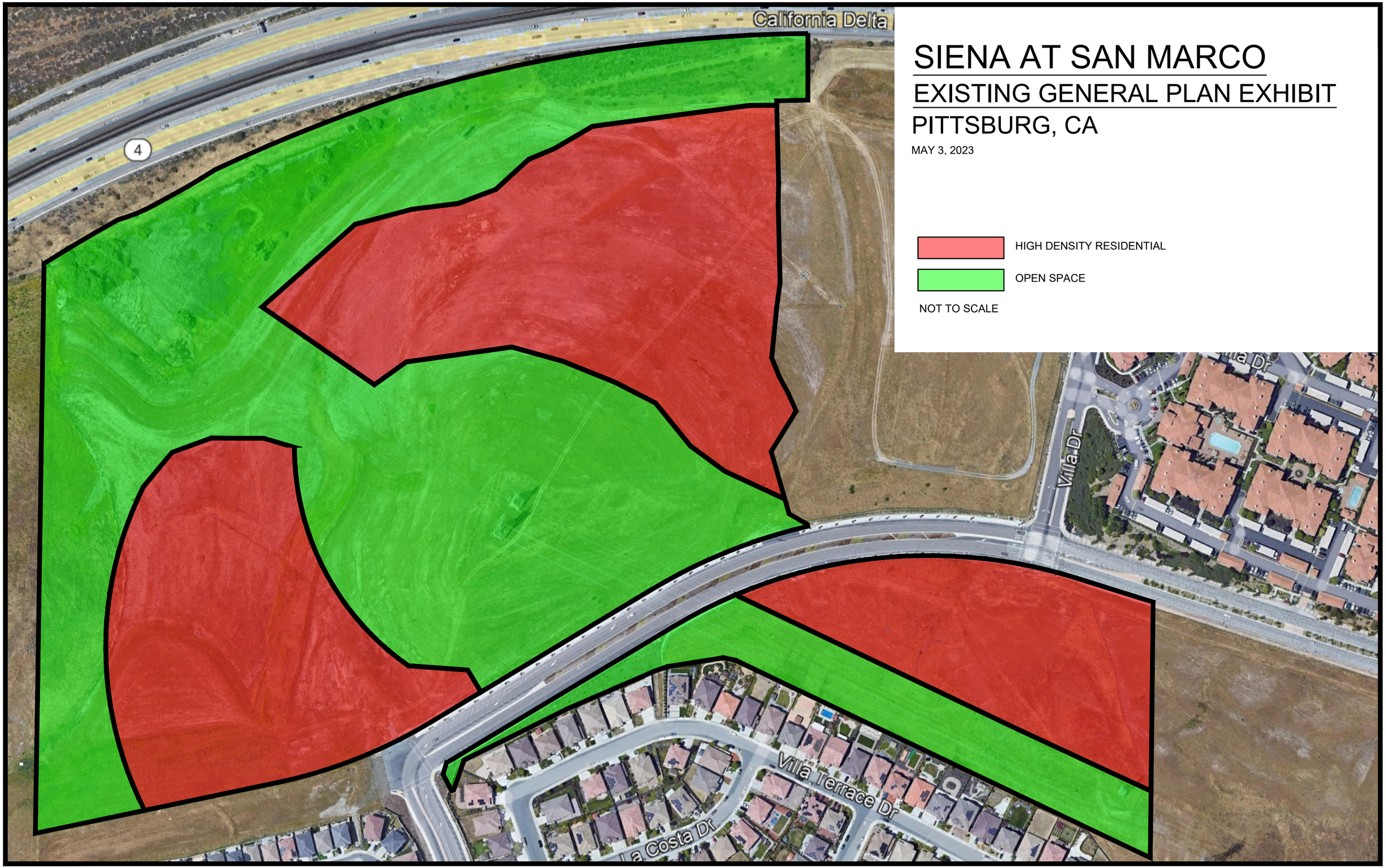
ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Exhibit A - General Plan Map Amendment, Siena at San Marco Residential Subdivision, AP-21-1584 (GP, PD/RZ, SUBD, ~~DR~~)



SIENA AT SAN MARCO

EXISTING GENERAL PLAN EXHIBIT

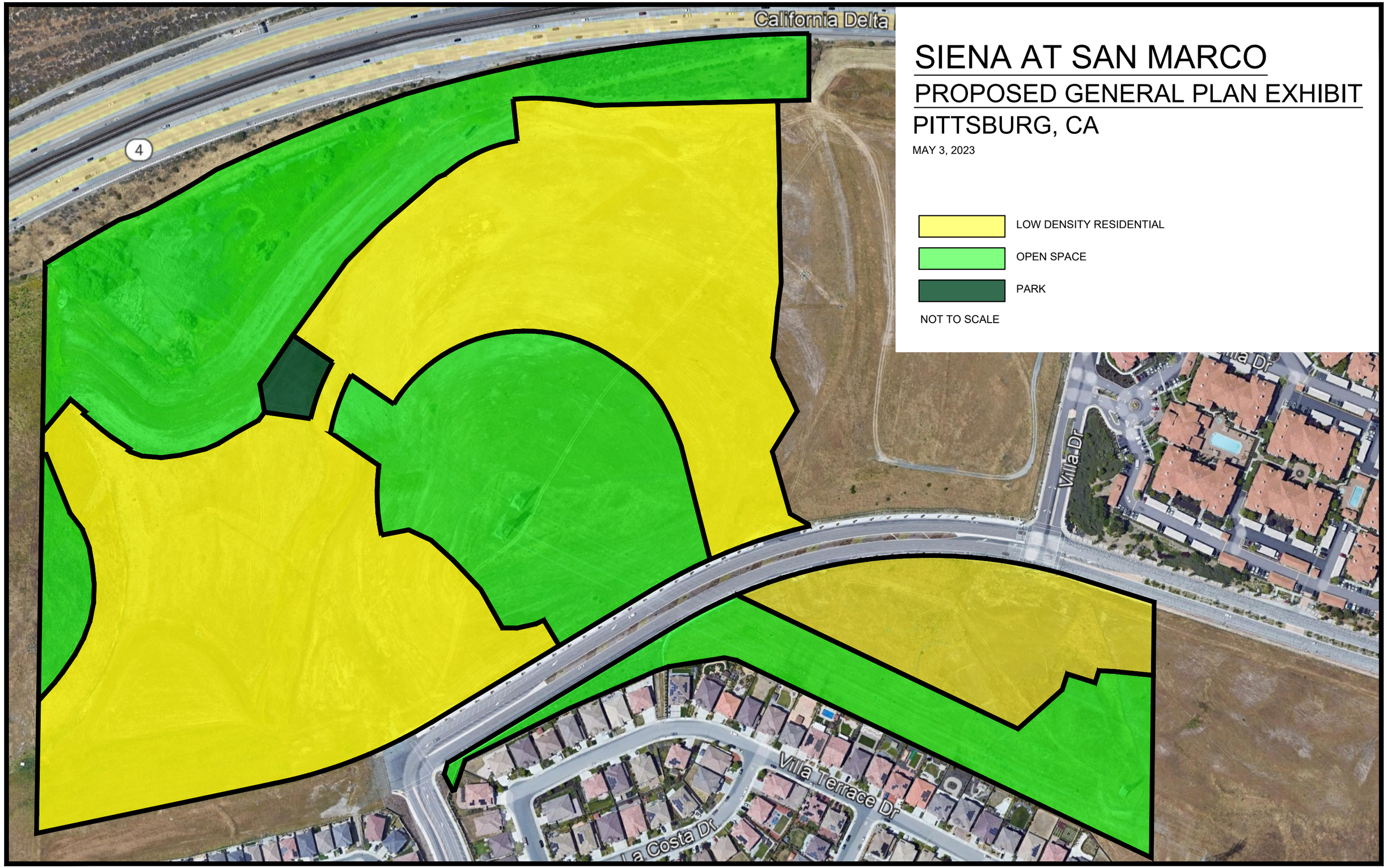
PITTSBURG, CA

MAY 3, 2023

HIGH DENSITY RESIDENTIAL

OPEN SPACE

NOT TO SCALE



SIENA AT SAN MARCO

PROPOSED GENERAL PLAN EXHIBIT

PITTSBURG, CA

MAY 3, 2023

LOW DENSITY RESIDENTIAL

OPEN SPACE

PARK

NOT TO SCALE

Exhibit B

VESTING TENTATIVE MAP
SUB 9554 - SIENA AT SAN MARCO
CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
FOR: WEST COAST HOME BUILDERS, INC

BENCHMARK

CONTRA COSTA COUNTY BM NO. 1571,
BEING A STANDARD COUNTY DISK SET IN TOP OF CURB
AT NW CORNER OF SHIRLEY STREET & SOUTH BROADWAY AVENUE
ELEVATION = 133.693 (NGVD 29)

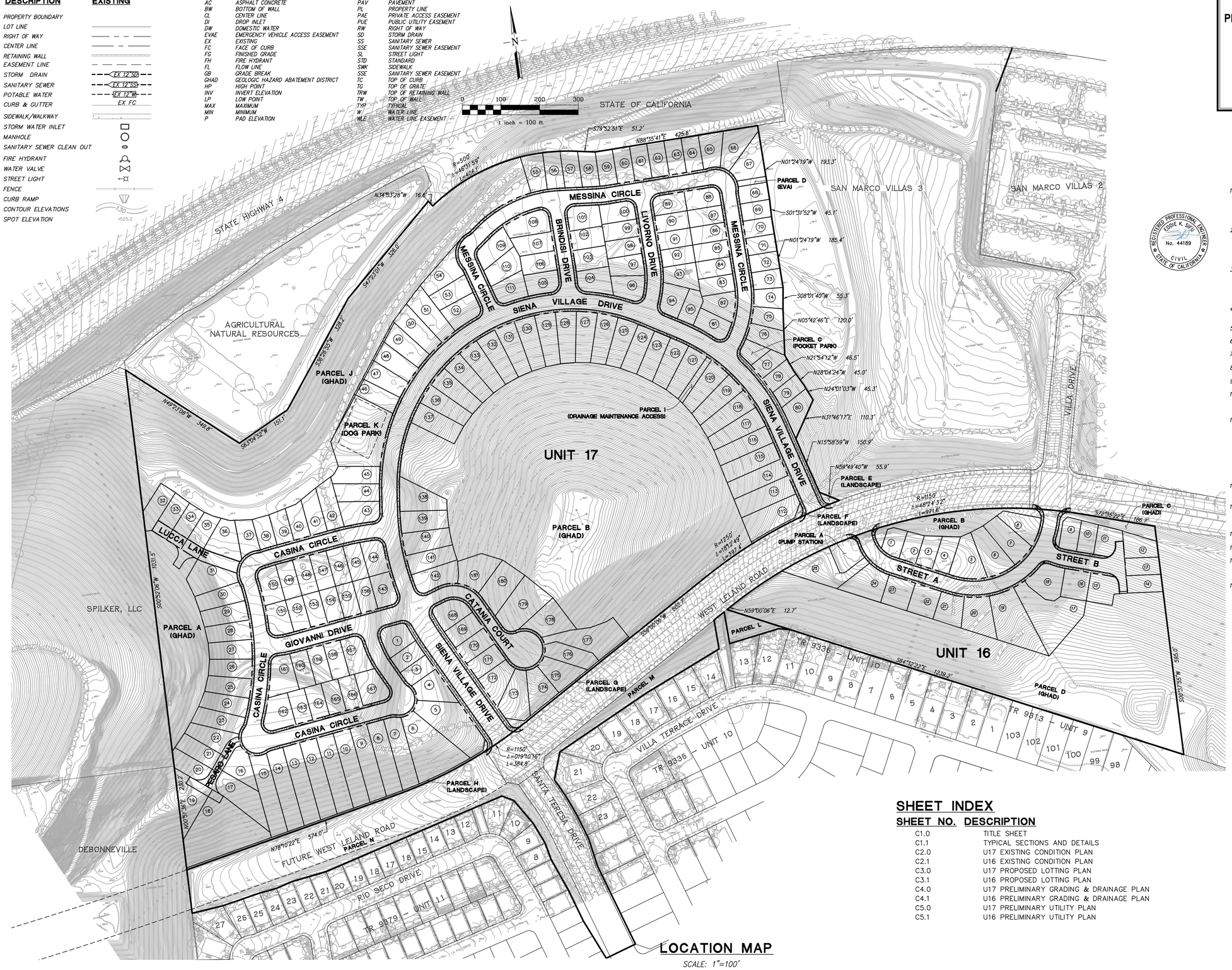
T.B.M. NO. 34: CUT X ON MEDIAN IN WEST LELAND ROAD, 270± EAST
OF INTERSECTION OF WEST LELAND ROAD AND SAN MARCO BOULEVARD
ELEVATION = 223.54 (NGVD 29)

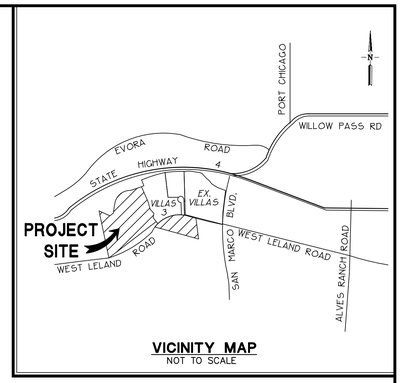
LEGEND

PROPOSED	DESCRIPTION	EXISTING
	PROPERTY BOUNDARY	
	LOT LINE	
	RIGHT OF WAY	
	CENTER LINE	
	RETAINING WALL	
	EASEMENT LINE	
12"SD	STORM DRAIN	EX 12"SD
8"SS	SANITARY SEWER	EX 12"SS
12"W	POTABLE WATER	EX 12"W
	CURB & GUTTER	EX FC
	SIDEWALK/WALKWAY	
	STORM WATER INLET	
	MANHOLE	
	SANITARY SEWER CLEAN OUT	
	FIRE HYDRANT	
	WATER VALVE	
	STREET LIGHT	
	FENCE	
	CURB RAMP	
130	CONTOUR ELEVATIONS	130
+ 525.2	SPOT ELEVATION	+525.2

ABBREVIATIONS

AB	AGGREGATE BASE	PAE	PUBLIC ACCESS EASEMENT
AC	ASPHALT CONCRETE	PAV	PAVEMENT
BW	BOTTOM OF WALL	PL	PROPERTY LINE
CL	CENTER LINE	PAE	PRIVATE ACCESS EASEMENT
DI	DROP INLET	PUE	PUBLIC UTILITY EASEMENT
DW	DOMESTIC WATER	RW	RIGHT OF WAY
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT	SD	STORM DRAIN
EX	EXISTING	SS	SANITARY SEWER
FC	FACE OF CURB	SSE	SANITARY SEWER EASEMENT
FG	FINISHED GRADE	SL	STREET LIGHT
FH	FIRE HYDRANT	STD	STANDARD
FL	FLOW LINE	SWK	SIDEWALK
GB	GRADE BREAK	SSE	SANITARY SEWER EASEMENT
GHAD	GEOLOGIC HAZARD ABATEMENT DISTRICT	TC	TOP OF CURB
HP	HIGH POINT	TG	TOP OF GRATE
INV	INVERT ELEVATION	TRW	TOP OF RETAINING WALL
LP	LOW POINT	TW	TOP OF WALL
MAX	MAXIMUM	TYP	TYPICAL
MIN	MINIMUM	W	WATER LINE
P	PAD ELEVATION	WLE	WATER LINE EASEMENT





VICINITY MAP
NOT TO SCALE

LOCATION MAP
SCALE: 1"=100'

GENERAL NOTES

1.	OWNER/DEVELOPER:	WEST COAST HOME BUILDERS, INC 4021 PORT CHICAGO HIGHWAY CONCORD, CA 94520 PHONE: (925) 682-6419 CONTACT: LOUIS PARSONS
2.	CIVIL ENGINEER:	RUGGERI-JENSEN-AZAR 4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588 PHONE: (925) 227-9100 CONTACT: EDDIE SIEU, RCE #44189
3.	GEOTECHNICAL ENGINEER:	ENGEO INC. 2010 CROW CANYON PLACE, SUITE 250 SAN RAMON, CA 94583 PHONE: (925) 866-9000 CONTACT: THEODORE BAYHAM
4.	ASSESSOR PARCEL NUMBER:	091-050-047 091-050-050
5.	EXISTING LAND USE:	VACANT PARCEL
6.	EXISTING GENERAL PLAN:	HIGH DENSITY RESIDENTIAL
7.	PROPOSED GENERAL PLAN:	LOW DENSITY RESIDENTIAL
8.	PRESENT ZONING:	PLANNED DEVELOPMENT (PD)
9.	PROPOSED ZONING:	PLANNED DEVELOPMENT (PD)
10.	GROSS AREA:	a. UNIT 16 = 10.06± ACRES b. UNIT 17 = 47.67± ACRES TOTAL = 57.73± ACRES
11.	NUMBER OF LOTS PROPOSED:	a. UNIT 16 1. RESIDENTIAL LOTS = 25 2. OPEN SPACE LOTS = 4 TOTAL = 29 b. UNIT 17 1. RESIDENTIAL LOTS = 181 2. OPEN SPACE LOTS = 14 TOTAL = 195 c. TOTAL (UNIT 16+UNIT 17) = 224
12.	MINIMUM LOT SIZE:	UNIT 16: 3,363 SQUARE FEET (LOT 2) UNIT 17: 3,375 SQUARE FEET (LOT 70-72)
13.	MAXIMUM LOT SIZE:	UNIT 16: 16,225 SQUARE FEET (LOT 17) UNIT 17: 24,001 SQUARE FEET (LOT 18)
14.	WATER:	CITY OF PITTSBURG/ CCWD
15.	SEWAGE:	CITY OF PITTSBURG/ DETLA DIABLO
16.	STORM DRAINAGE	CITY OF PITTSBURG

17. *IT IS THE INTENT OF THE DEVELOPER TO FILE MULTIPLE FINAL MAPS AFTER THE VESTING TENTATIVE MAP APPROVAL.*

REGISTERED PROFESSIONAL ENGINEER
EDDIE K. SIEU
No. 44189
CIVIL
STATE OF CALIFORNIA

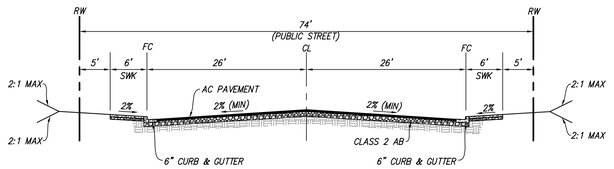
SHEET INDEX

SHEET NO.	DESCRIPTION
C1.0	TITLE SHEET
C1.1	TYPICAL SECTIONS AND DETAILS
C2.0	U17 EXISTING CONDITION PLAN
C2.1	U16 EXISTING CONDITION PLAN
C3.0	U17 PROPOSED LOTTING PLAN
C3.1	U16 PROPOSED LOTTING PLAN
C4.0	U17 PRELIMINARY GRADING & DRAINAGE PLAN
C4.1	U16 PRELIMINARY GRADING & DRAINAGE PLAN
C5.0	U17 PRELIMINARY UTILITY PLAN
C5.1	U16 PRELIMINARY UTILITY PLAN

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RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

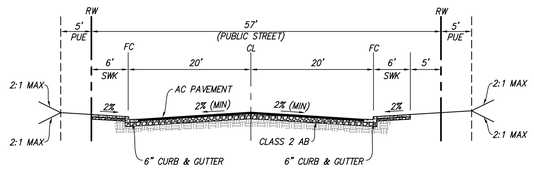
DATE: JUNE 1, 2023 JOB NO. 191073U17 **C1.0**

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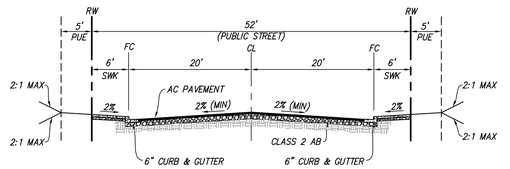
NOT TO SCALE

A SIENA VILLAGE DRIVE



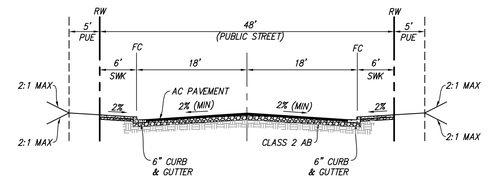
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B SIENA VILLAGE DRIVE



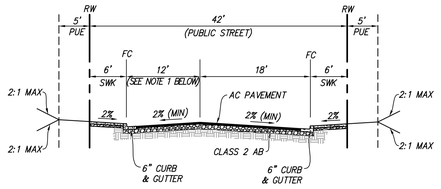
NOT TO SCALE

C SIENA VILLAGE DRIVE, GIOVANNI DRIVE



NOT TO SCALE

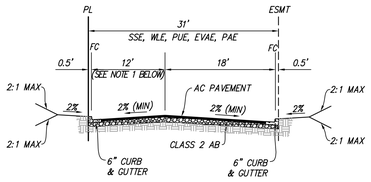
D CASINA CIRCLE, MESSINA CIRCLE, BRINDISI DRIVE, LIVORNO DRIVE, STREET A, STREET B



NOTE:
1. "NO PARKING–FIRE LANE" SIGN OR RED CURBING SHALL BE PLACED AT THE STREET TO PROHIBIT PARKING ON THIS SIDE OF THE ROADWAY.

NOT TO SCALE

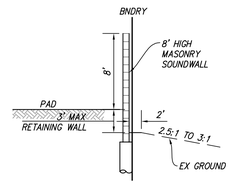
E CATANIA COURT



NOTE:
1. "NO PARKING–FIRE LANE" SIGN OR RED CURBING SHALL BE PLACED AT THE STREET TO PROHIBIT PARKING ON THIS SIDE OF THE ROADWAY.

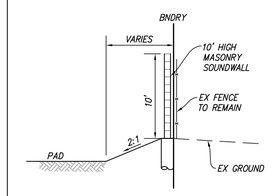
NOT TO SCALE

F PRIVATE ACCESS EASEMENT



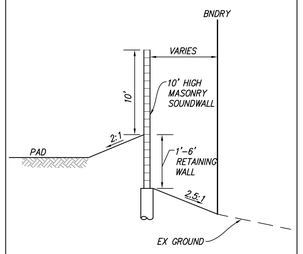
NOT TO SCALE

G GRADING SECTION



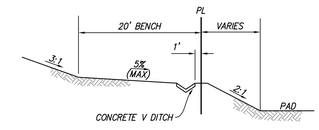
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H GRADING SECTION



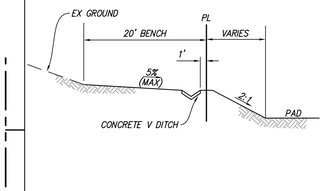
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I GRADING SECTION



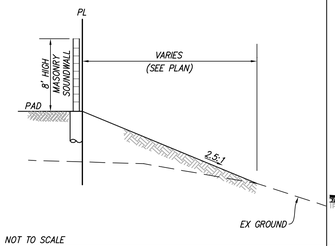
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J GRADING SECTION



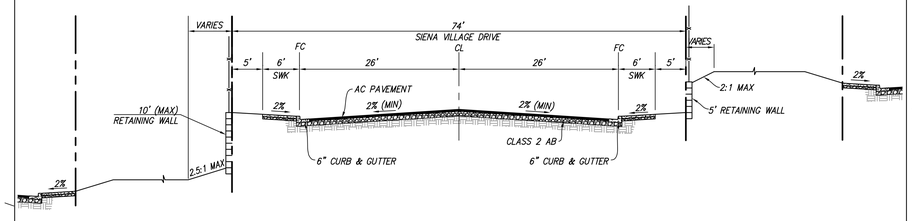
NOT TO SCALE

K GRADING SECTION



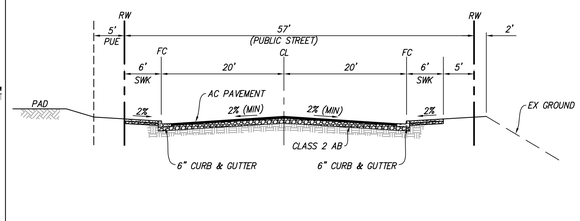
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L GRADING SECTION



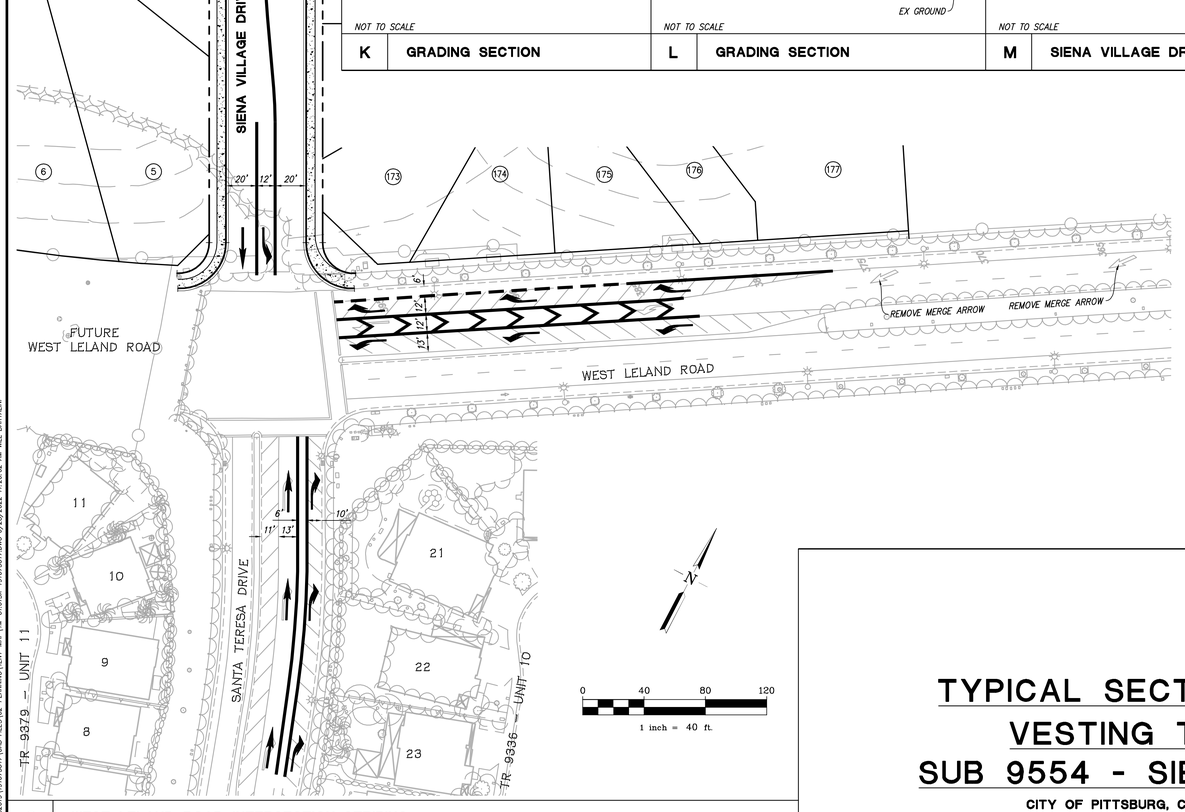
NOT TO SCALE

M SIENA VILLAGE DRIVE

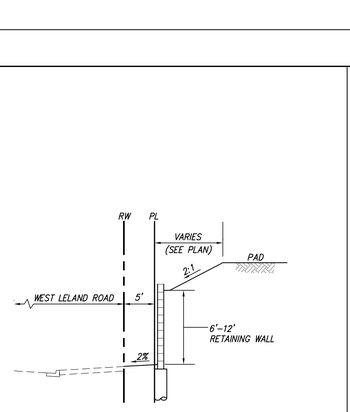


NOT TO SCALE

N SIENA VILLAGE DRIVE

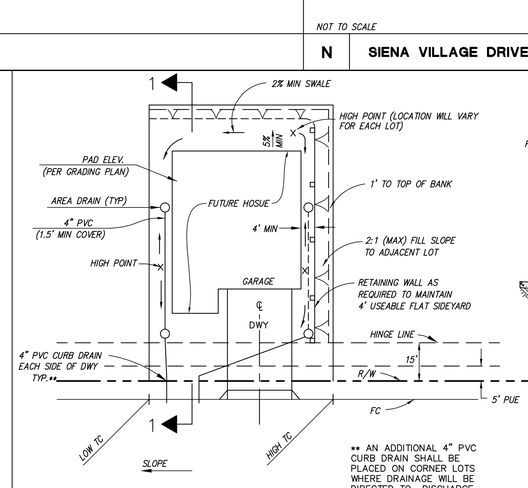


Q WEST LELAND ROAD INTERSECTION STRIPING



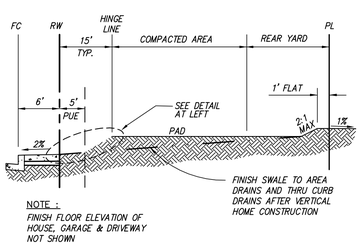
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O GRADING SECTION

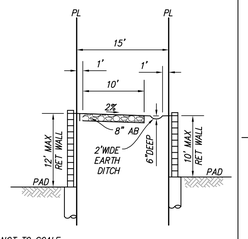


NOT TO SCALE

R TYPICAL LOT GRADING

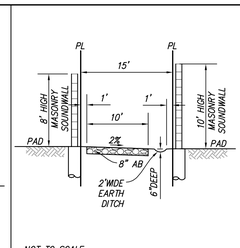


TYPICAL LOT SECTION 1–1
NOT TO SCALE



NOT TO SCALE

P GRADING SECTION



NOT TO SCALE

Q GRADING SECTION

TYPICAL SECTIONS AND DETAILS
VESTING TENTATIVE MAP
SUB 9554 - SIENA AT SAN MARCO

CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
FOR: WEST COAST HOME BUILDERS, INC.

RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227–9100 FAX: (925) 227–9300

DATE: JUNE 1, 2023
JOB NO. 191073U17
C1.1

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STATE HIGHWAY 4

AGRICULTURAL NATURAL RESOURCES

STATE OF CALIFORNIA

SPILKER, LLC

WEST COAST HOME BUILDERS, INC.

SAN MARCO VILLA 3

N

0 60 120 180

1 inch = 60 ft.

N49°21'09"W 549.8'

N47°23'01"E 326.0'

N34°53'28"W 16.8'

R=500.03' Δ=46°31'59" L=406.1'

EX ABUTTER'S RIGHTS TO REMAIN

N88°39'41"E 495.8'

EX SLOPE EASEMENT TO BE QUITCLAIMED

N01°24'19"W 193.3'

EX 24"SD

EX 10"SS

EX 12"SD

S01°31'52"W 45.1'

S63°04'52"W 151.1'

N35°26'55"E 328.2'

EX 48"SD

S00°52'06"W 1031.5'

EX 400' SLOPE EASEMENT TO BE QUITCLAIMED

EX 48"SD

EX 48"SD

EX 36"SD

EX 30"SD

EX 36"SD

N00°37'35"E 210.7'

N01°24'19"W 185.4'

N05°42'46"E 120.0'

N21°54'12"W 46.5'

N28°04'24"W 45.0'

N24°01'03"W 45.3'

N13°46'17"E 110.3'

N13°55'54"W 150.0'

EX 87.5' PG&E TOWER LINE EASEMENT

EX 50' PG&E TOWER LINE EASEMENT

S59°49'40"E 55.9'

R=1250.00' Δ=18°12'49" L=397.4'

WEST LELAND ROAD

EX 10"SS

EX 12"W (Z3)

EX 20"W (Z4)

EX 30"SD

EX 10"SS

EX 12"W (Z3)

EX 20"W (Z4)

EX 30"SD

S82°26'49"W 458.9'

N78°10'22"E 574.0'

EXISTING PARCEL LINE

R=650.00' Δ=678°35'28" L=266.0'

FUTURE ROADWAY EASEMENT

FUTURE WEST LELAND ROAD PUBLIC STREET RIGHT-OF-WAY

FUTURE WEST LELAND ROAD

R=1150.00' Δ=12°57'01" L=259.9'

EX 48"SD

EX 10"SS

EX 12"W (Z3)

EX 20"W (Z4)

EX 24"SD

EX 48"SD

N59°00'06"E 709.6'

S59°00'06"W 602.7'

EX 10"SS

EX 12"W (Z3)

EX 20"W (Z4)

EX 30"SD

EX 10"SS

EX 12"W (Z3)

EX 20"W (Z4)

EX 30"SD

TR 9879 — UNIT 11

TR 9336 UNIT 10

U17 EXISTING CONDITION PLAN
VESTING TENTATIVE MAP
SUB 9554 - SIENA AT SAN MARCO

CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
FOR: WEST COAST HOME BUILDERS, INC.

SUBDIVISION 9554 UNIT 16 - SEE SHEET C2.1

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4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: JUNE 1, 2023 JOB NO. 191073U17 C2.0

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SUBDIVISION 9753 UNIT 17 - SEE SHEET C2.0

SAN MARCO VILLAS 3

SAN MARCO VILLAS 2

VILLA DRIVE

WEST LELAND ROAD

UNIT 17
WEST COAST HOME BUILDERS, INC

UNIT 16
WEST COAST HOME BUILDERS, INC

TR 9336 – UNIT 10

TR 9313 – UNIT 9

EX COMM

EX 10"SS

EX 16"W (73)

EX 20"W (72)

EX 42"SD

EX 30"SD

EX 14"W (73)

EX 10"W (72)

EX 8"W (73)

EX 6"W (72)

EX 4"SD

EX 8"SS

EX 6"SD

EX 8"W

EX 6"W

R=1150.00'
Δ=48°24'32"
L=971.6'

S72°35'22"E 186.7'

S00°37'26"W 955.0'

EX 350' PG&E TOWER LINE EASEMENT

EX 87.5' PG&E TOWER LINE EASEMENT

N59°00'06"E 12.7'

S64°32'22"E 1239.2'

SCATTERED BRUSH

13 12 11 10 9 8 7 6 5 4 3 2 1 103 102 101 100 99 98 97 96

U16 EXISTING CONDITION PLAN
VESTING TENTATIVE MAP
SUB 9554 - SIENA AT SAN MARCO

CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
FOR: WEST COAST HOME BUILDERS, INC.

RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: JUNE 1, 2023 JOB NO. 191073U17 C2.1

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U17 PROPOSED LOTTING PLAN
VESTING TENTATIVE MAP
SUB 9554 - SIENA AT SAN MARCO

CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
FOR: WEST COAST HOME BUILDERS, INC.

SUBDIVISION 9554 UNIT 16 - SEE SHEET C3.1

RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: JUNE 1, 2023 JOB NO. 191073U17

C3.0

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SUBDIVISION 9753 UNIT 17 - SEE SHEET C3.0

SAN MARCO VILLAS 3

SAN MARCO VILLAS 2

VILLA DRIVE

WEST LELAND ROAD

SIENA VILLAGE DRIVE (PUBLIC STREET)

STREET A (PUBLIC STREET)

STREET B (PUBLIC STREET)

PARCEL A (PUMP STATION) 5,079 SF

PARCEL B (GHAD) 15,363 SF

PARCEL C (GHAD) 6,443 SF

PARCEL D (GHAD) 213,579 SF

PARCEL E (LANDSCAPE) 668 SF

PARCEL F (LANDSCAPE) 1,098 SF

PARCEL G POCKET PARK 2,888 SF

1 3,503 SF
2 3,363 SF
3 3,700 SF
4 4,282 SF
5 7,250 SF
6 7,381 SF
7 6,839 SF
8 5,265 SF
9 3,815 SF
10 3,580 SF
11 4,275 SF
12 4,860 SF
13 4,008 SF
14 4,094 SF
15 5,365 SF
16 5,032 SF
17 16,225 SF
18 6,596 SF
19 13,576 SF
20 7,457 SF
21 5,234 SF
22 5,325 SF
23 5,325 SF
24 7,259 SF
25 10,302 SF
75 4,023 SF
76 4,963 SF
77 3,434 SF
78 3,533 SF
79 3,555 SF
80 5,014 SF
112 8,450 SF
113 7,668 SF
114 6,858 SF
115 6,792 SF
116 6,517 SF
117 6,572 SF
118 6,507 SF
119 6,365 SF

C11 A
C11 B
C11 C
C11 D

EX. 50' PG&E TOWER LINE EASEMENT

EX. 87.5' PG&E TOWER LINE EASEMENT

TR 9336 – UNIT 10

TR 9313 – UNIT 9

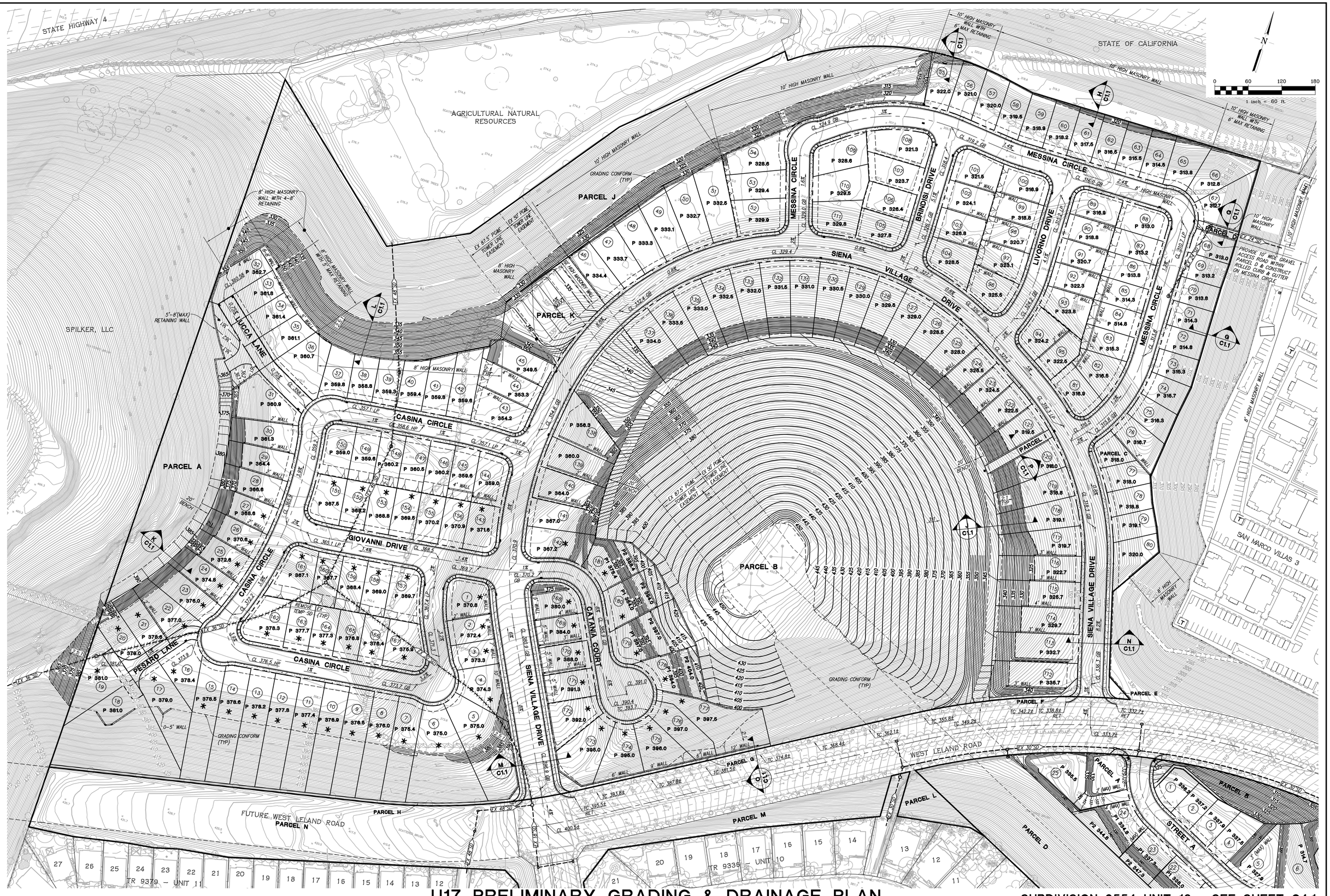
U16 PROPOSED LOTTING PLAN
VESTING TENTATIVE MAP
SUB 9554 - SIENA AT SAN MARCO

CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
FOR: WEST COAST HOME BUILDERS, INC.

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
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PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: JUNE 1, 2023 JOB NO. 191073U17 C3.1

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U17 PRELIMINARY GRADING & DRAINAGE PLAN
VESTING TENTATIVE MAP
SUB 9554 - SIENA AT SAN MARCO

CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
FOR: WEST COAST HOME BUILDERS, INC.

LEGEND

* ZONE 4 WEST LOTS TO BE SERVICED BY SHADY BROOK RESERVOIR WITH A BOTTOM ELEVATION OF 607'.

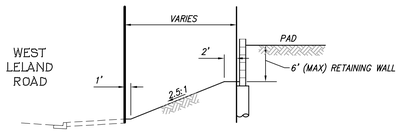
NOTE:
1. WATER ZONE 3 WEST IS SERVICED BY OAK HILLS RESERVOIR (T-8) WITH A BOTTOM ELEVATION OF 467'. THE MAXIMUM PAD ELEVATION FOR LOTS TO BE SERVICED BY THE OAK HILLS RESERVOIR SHALL BE AT 367'.

SUBDIVISION 9554 UNIT 16 - SEE SHEET C4.1

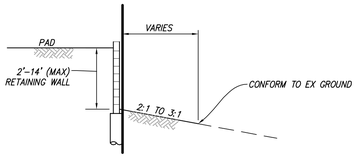
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: JUNE 1, 2023 JOB NO. 191073U17 C4.0

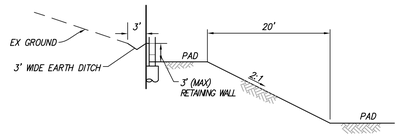
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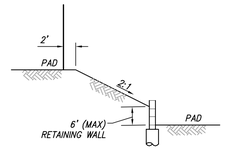
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NOT TO SCALE



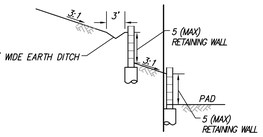
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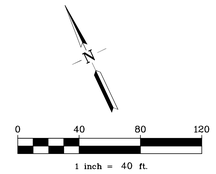
SECTION C-C
NOT TO SCALE



SECTION D-D
NOT TO SCALE



SECTION E-E
NOT TO SCALE



SUBDIVISION 9753 UNIT 17 - SEE SHEET C4.0

SAN MARCO VILLAS 2

SAN MARCO VILLAS 3

VILLA DRIVE

WEST LELAND ROAD

PARCEL C

PARCEL B

PARCEL A

PARCEL D

STREET A

STREET B

LOT C

SIENA VILLAGE DRIVE

TR 9336 – UNIT 10

TR 9313 – UNIT 9

DAYLIGHT LINE (TYP)

EX 87.5' TOWER LINE EASEMENT

EX 50' TOWER LINE EASEMENT

U16 PRELIMINARY GRADING & DRAINAGE PLAN
VESTING TENTATIVE MAP
SUB 9554 - SIENA AT SAN MARCO

CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
FOR: WEST COAST HOME BUILDERS, INC.

NOTE:
1. WATER ZONE 3 WEST IS SERVICED BY OAK HILLS RESERVOIR (T-8) WITH A BOTTOM ELEVATION OF 467'. THE MAXIMUM PAD ELEVATION FOR LOTS TO BE SERVICED BY THE OAK HILLS RESERVOIR SHALL BE AT 367'.

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DATE: JUNE 1, 2023 JOB NO. 191073U17 **C4.1**

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U17 PRELIMINARY UTILITY PLAN
VESTING TENTATIVE MAP
SUB 9554 - SIENA AT SAN MARCO

CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
FOR: WEST COAST HOME BUILDERS, INC.

NOTE:
1. WATER ZONE 3 WEST IS SERVICED BY OAK HILLS RESERVOIR (T-8) WITH A BOTTOM ELEVATION OF 467'. THE MAXIMUM PAD ELEVATION FOR LOTS TO BE SERVICED BY THE OAK HILLS RESERVOIR SHALL BE AT 367'.

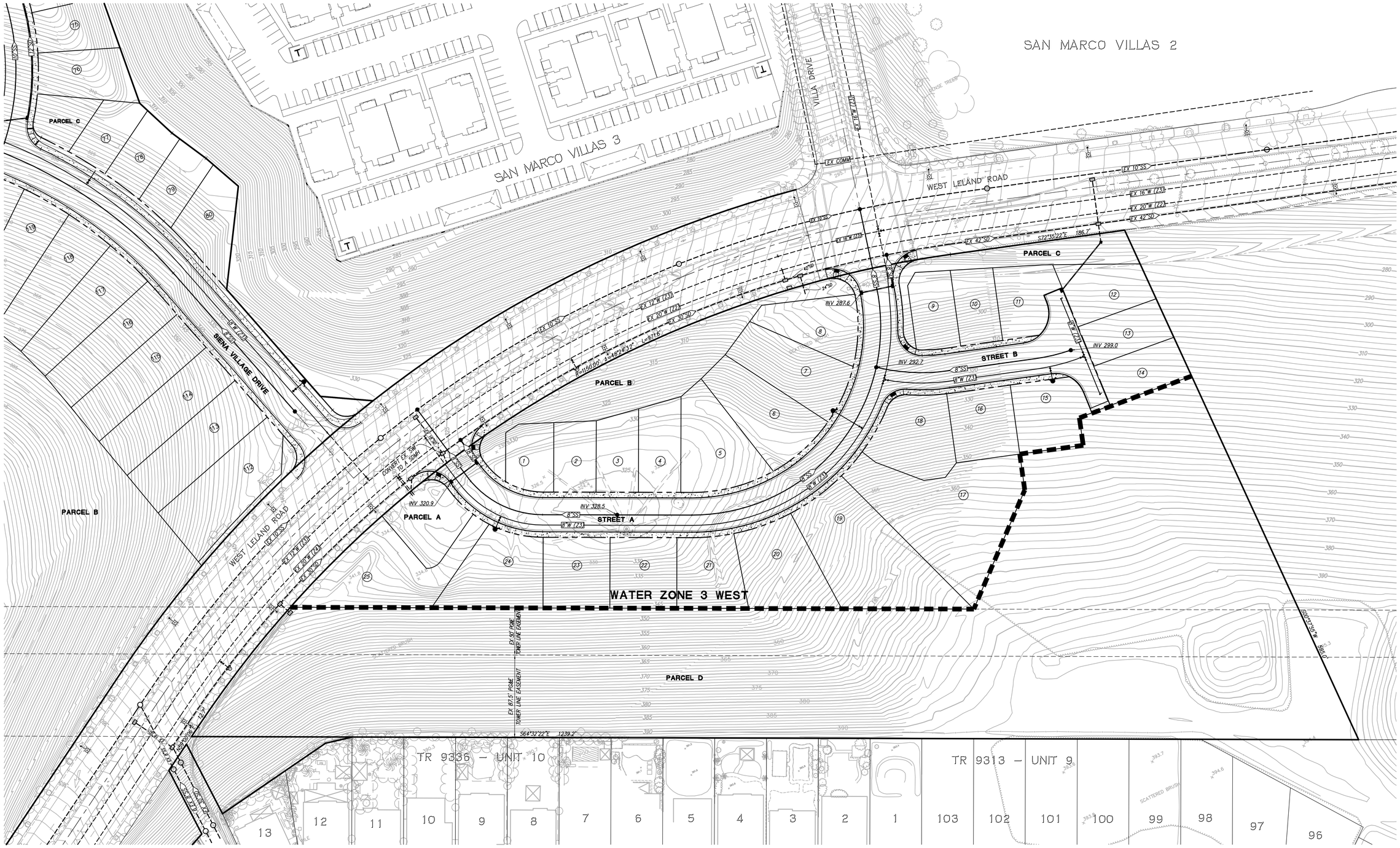
SUBDIVISION 9554 UNIT 16 - SEE SHEET C5.1

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DATE: JUNE 1, 2023 JOB NO. 191073U17 C5.0

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SUBDIVISION 9753 UNIT 17 - SEE SHEET C5.0



0 40 80 120

1 inch = 40 ft.

U16 PRELIMINARY UTILITY PLAN
VESTING TENTATIVE MAP
SUB 9554 - SIENA AT SAN MARCO

CITY OF PITTSBURG, CONTRA COSTA COUNTY, CALIFORNIA
FOR: WEST COAST HOME BUILDERS, INC.

NOTE:
1. WATER ZONE 3 WEST IS SERVICED BY OAK HILLS RESERVOIR (T-8) WITH A BOTTOM ELEVATION OF 467'. THE MAXIMUM PAD ELEVATION FOR LOTS TO BE SERVICED BY THE OAK HILLS RESERVOIR SHALL BE AT 367'.
2. UNIT 16 IS WITHIN ZONE 3 WEST WATER ZONE PER CITY OF PITTSBURG WATER SYSTEM MASTER PLAN PREPARED BY AKEL, DATED DECEMBER 2015.

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: JUNE 1, 2023 JOB NO. 191073U17 C5.1

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CONDITIONS OF APPROVAL

City of Pittsburg Planning Division

1. **Conformity with Project Plans**
   The project shall be constructed in substantial conformity with the Vesting Tentative Map for Subdivision 9554 (Sheets C1.0, C1.1, C2.0, C2.1, C3.0, C3.1, C4.0, C4.1, C5.0 and C5.1) dated June 1, 2023; the Street Tree and Wall Plan dated May 23, 2023 (Sheets L1, L2 and L3) and the Master Plotting Plans for Units 16 and 17 dated May 8, 2023;. Any major changes to the project plans shall be subject to review and approval by the Planning Commission at the City Planner's discretion.

2. **Contingent Approval**
   Approval of the Vesting Tentative Map is contingent upon City Council adoption of an ordinance approving: 1) a General Plan Map Amendment changing the parcel's land use designation from High Density Residential and Open Space to Low Density Residential and Open Space, and 2) an amendment to the San Marco Development Plan and Planned Development District (PD-1362) specifying land use and development regulations for Siena at San Marco (Units 16 and 17).

3. **Refuse Management Plan**
   The Developer shall prepare a Refuse Management Plan to promote the safe, efficient, and timely pickup of refuse by Mt. Diablo Resource Recovery. The Plan shall specify: 1) the designated areas for placement of refuse carts; 2) the designated pickup days and timeframes; and 3) parking restrictions along designated pickup areas. The Plan shall be submitted to and approved by the Planning Manager prior to issuance of the first building permit. The Developer shall provide each prospective home buyer with a disclosure advising them of the Refuse Management Plan. An additional disclosure shall be provided to residents on Lucca and Pesaro Lanes in Unit 17 and on Street B in Unit 16 noting that, due to the narrow width of roadway, parking along the curb on designated pickup days will prevent ability of Mt. Diablo Resource and Recovery to provide service to homes.

   Each proposed single-family residence shall provide a concrete trash pad. All 206 proposed lots shall be able to accommodate three bins (refuse, recyclables, organics) at the curb in the front of each residence. All bins shall be sized to ensure compliance with requirements of Senate Bill 1383 (2016). Unit 16, Lots 17 and 25, shall bring carts out to main road due to length of driveway.

4. **San Marco Development Final SEIR Mitigation Measures and Conditions of Approval**
   The developer shall comply with the environmental impact mitigation measures and conditions of approval identified in Attachment 4.

Standard Conditions of Development

A. <u>Project Site</u>

1. The applicant shall comply with all regulations and code requirements of the Building Division, Engineering Division, Contra Costa Fire Protection District, the Police Department and any other agencies requiring review of the project. If required, these agencies shall be supplied copies of the final building and site plans.

2. Developer shall provide written notification to adjacent property owners for any drainage work required to collect or convey storm water runoff, which may or will affect their properties.

3. During construction water trucks or sprinkler systems are to be used in sufficient quantities to mitigate and minimize dust from leaving the site during any earthmoving and/or construction activities.

4. CC&R's (Covenants, Conditions and Restrictions) for the project shall contain appropriate provisions for joint maintenance of any infrastructure, roadways, utilities, landscaping and irrigation as determined necessary by the City Engineer.

5. Developer shall submit a study addressing on site storm water and sewer system capabilities. If the study indicates that the present system is inadequate, the developer must provide plans and install any additional storm water and sanitary sewer facilities including off-site improvements to correct storm water runoff and sanitary sewer demands anticipated for upstream buildout in accordance with the Pittsburg General Plan.

6. Environmental and engineering studies, as directed by the Planning and Building Director, must be complete and on file prior to commencement to plan checking. Developer shall install off- street improvements determined necessary by the City Engineer to provide safe traffic conditions.

7. All site development shall comply with title 12 (Streets, Sidewalks and Utilities), Title 13 (Water and Sewers) and Chapter 15.88 (Grading, Erosion and Sediment Control) of the Pittsburg Municipal Code as determined by the City Engineer. Issuance of a site development permit will be required whereby specific engineering requirements will be made as conditions of approval of that permit.

8. The CC&R's shall restrict the storage of recreational vehicles on this site or parcels unless they are the principle source of transportation for the owner and prohibit parking on the public street for long than 72 hours.

9. All retaining walls adjacent to public right-of-ways shall be provided with

decorative treatment, subject to approval by the Planning Division.

10. The design of any masonry soundwall shall be approved by the Planning and Building Department. It shall match or harmonize with existing soundwalls of neighboring projects along that street. All masonry or sound walls shall be staggered when adjacent to public right of way.

11. All slope banks in public landscape areas in excess of five (5) feet in vertical height and 2:1 or greater slope shall be landscaped and irrigated for erosion control and to soften their appearance as follows: one 15-gallon or larger size tree per each 150 sq. ft. of slope area, one 1-gallon or larger size shrub per each 100 sq. ft. of slope area, and appropriate ground cover 12-24 inches on-center. In addition, public landscape slope banks in excess of eight (8) feet in vertical eight and 2:1 or greater slope also include one 5-gallon or larger size tree per each 250 sq. ft. of slope area. Trees and shrubs shall be planted in staggered clusters to soften and vary slope plane. Slope planting required by this condition shall include a permanent irrigation system to be installed by the developer prior to City acceptance.

12. All planting shall be maintained in good growing condition. Such maintenance shall include, where appropriate, pruning, mowing, weeding, cleaning of debris and trash, fertilizing and regular watering. Whenever necessary, planting shall be replaced with other plant materials to ensure continued compliance with applicable landscaping requirements. Required irrigation systems shall be fully maintained in sound operating condition with heads periodically cleaned and replaced when missing to insure continued regular watering of landscape areas, and health and vitality of landscape materials.

B. <u>General Requirements</u>

1. Final inspection for occupancy permits will not be granted until all construction and landscaping is complete in accordance with approved plans.

2. The applicant shall defend, indemnify and hold harmless the City of Pittsburg, its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul this approval, or any aspect of the City's consideration of applicant's project. The applicant recognizes and agrees that applicant's voluntary commitment to meet the obligations described in this condition is an integral factor in the City's approval of this project. The intent of this condition is to require the applicant to bear the cost of any and all litigation instituted to overturn or in any way modify the City's approval of this project. Such costs include without limitation, any award of attorney's fees and costs to a prevailing plaintiff or petitioner. In the event the city becomes aware of any such claim, action, or proceeding, the City shall promptly notify the applicant and shall cooperate fully in the defense. If the City fails to promptly notify the applicant, or if the City fails to cooperate fully in

the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing contained in this condition prohibits the City from participating in the defense of any claim, action, or proceeding, it both the following occur:

a. the City bears its own attorneys' fees and costs; and
b. the City defends the action in good faith. The applicant shall not be required to pay or perform any settlement unless the applicant approves the settlement.

3. Entitlements associated with this approval may be recalled to the Planning Commission or City Council for review at any time due to complaints regarding lack of compliance with conditions of approval, traffic congestion, noise generation, or other adverse operating characteristics. At such time, the Commission or the Council may add/modify conditions of approval.

4. It is the responsibility of the applicant or developer to check with each agency for requirements that may pertain to their project.

5. All signs shall be submitted to the Planning Division for design review per Title 19 of the Pittsburg Municipal Code.

6. All landscape areas shall be maintained in a healthy, thriving and weed free condition.

7. The site shall be maintained in a neat and clean manner free of trash and debris.

8. All outdoor mechanical equipment, satellite dishes, fire main and all rooftop equipment shall be fully visually screened upon installation subject to the approval of the Planning Division. Screening devices shall be shown on construction and/or landscape plans.

9. Prior to occupancy, the developer shall supply the City with an ACAD computer disk file showing plans that reflect the project as it was build (As-Builts) at the discretion of the Planning and Building Director.

C. <u>Standard Conditions of Approval Requiring Minimum Construction Site Management Practices</u>

1. Prior to commencement of any site work that will result in a land disturbance of five acres or more, the project sponsor shall submit to the City a copy of the Notice of Intent (NOI) sent the State Water Resources Control Board and the Stormwater Pollution Prevention Plan (SWPPP) prepared for the project, as required by the State's General Construction Activity Permit.

2. All storm drains, which serve the site, shall be protected from spills and soil runoff (from unpaved parking areas). The applicant may use "Any Source Control" BMP

(Best Management Practice) as listed in the California Storm Water Best Management Practice Handbook for storm water run-ff for commercial and industrial sites. Storm drains will be inspected periodically. Questions may be referred to City NPDES Coordinator, at 925-252-4920.

City of Pittsburg Engineering Division

Engineering Fees and Deposits:

1. Major Subdivision Map Processing Fee. The applicant shall pay the subdivision map processing fee according to the following amounts as applicable to the project:

	1st – 3rd Final Map Check	4th Final Map Check
5-50 lots	$2,300	$2,300 + $800/ea. additional map check
51-150 lots	$3,000	$3,000 + $1,500/ea. additional map check
151 more	$3,365	$3,365 + $1,330/ea. additional map check

50% of this fee shall be submitted with the first plan submittal. The remaining balance shall be paid in full to the Engineering Division prior to the City Council's approval of the final map.

2. Improvement Plan Check Fee. The total improvement plan review fee is 4.5% of the engineer's estimate for the cost of improvements. An initial payment of 50% of the estimated total improvement plan review fee is to be submitted to the Engineering Division with the engineer's estimate with the first plans submittal. The remainder of the fee shall be due payable prior to the issuance of an engineering site development permit.

3. Improvement Inspection Fee. The applicant shall pay an improvement inspection fee according to the following rates as applicable to the project:

Percent of Engineer's Estimate	Total Estimated Project Costs
7.5%	greater than or equal to $500,000
5%	$500,001 - $5 million
4.6%	$5 million or less

The improvement inspection fee shall be due payable prior to the issuance of an engineering site development permit.

4. Grading Plan Check Deposit
The total grading plan review fee is 2.5% of the engineer's estimated cost for grading, or it may be based upon cubic yards of earth disturbance as set forth in the City's Master Fee Schedule. An initial payment of 50% of the estimated total

grading plan review fee is to be submitted to the Engineering Division with the engineer's estimate with the first plans submittal. The remainder of the fee shall be due payable prior to issuance of a grading permit.

5. Grading Inspection Fee
   The grading inspection fee is 3% of the engineer's estimated for the cost of grading. The grading inspection fee may also be based upon an approved engineer's estimate of total cubic yards, according to the current schedule of grading fee charges as set forth in the City's Master Fee Schedule.

The developer shall pay the following fees prior to the issuance of Building permits:

6. Facility Reserve Charge
   The applicant shall pay the City of Pittsburg Facilities Reserve Charge (PMC Chapters 13.08, 13.12 and 13.24) (the "FRC") to the Engineering Division, for water and sewer service in the amounts in effect when the applicant obtains a building permit. The applicant understands that the current FRC on file, effective August 20, 2005, shall be paid in accordance with the fee schedule approved by Resolution No. 05-10290, and amended by Resolution No. 12-11778, on February 21, 2012, a copy of which is available at the City.

7. Local Transportation Mitigation Fee (LTMF)
   The developer shall fulfill their financial obligations with regard to the LTMF (PMC Chapter 15.90) in accordance with the provisions of the Memorandum of Understanding originally approved on January 19, 1993, and amended on December 4, 2000, February 4, 2002, and June 4, 2003. The developer shall pay the LTMF on each single-family dwelling unit and any detached, non-affordable accessory dwelling unit, or provide the City with bonds for LTMF at the rate in place at the time of building permit issuance. The developer further understands that the LTMF is reviewed and adjusted annually to the current Construction Cost Index (CCI) and may be increased at the City Council's discretion based on revised cost estimates for roadway and transit facilities and other factors that demonstrate an increase is needed to offset traffic impacts caused by new development.

8. Regional Traffic Mitigation Fee
   The applicant shall pay the Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.103) (the "RTDIM") amount in effect when the applicant obtains a building permit. The RTDIM will be automatically increased or decreased on January 1 of each year based on the percent change in the Engineering News-Record Construction Costs Index – San Francisco Bay Area, between September 1 and September 1 of the preceding two calendar years.

9. Sanitary Sewer Inspection Fee
   The applicant shall pay the sanitary sewer inspection fee as set forth in the City's Master Fee Schedule. The Sanitary Sewer Close Circuit Television Inspection

Fee is $1,000 flat fee for the first 1,000 feet, plus $1.50/linear foot for each additional linear foot over 300 feet.

10. Storm Drain Inspection Fee
    The applicant shall pay the storm drain inspection deposit as set forth in the City's Master Fee Schedule. The Storm Drain Close Circuit Television Inspection Fee is $1,000 flat fee for the first 1,000 feet, plus $1.50/linear foot for each additional linear foot over 300 feet.

11. Geographical Information System
    The applicant shall pay the Geographic Information System fee as set forth in the City's Master Fee Schedule, at the rate in place at the time of Engineering Permit issuance for construction of Site Improvements. The current fee is $119 per dwelling unit (for residential projects) and $119 per unit plus $0.06/sf (for non-residential projects).

12. Bacteriological Testing.
    The applicant shall pay the bacteriological testing fee in the amount of $239 for the first test and $80 for any required subsequent re-testing.

13. Supplemental Studies.
    If additional engineering studies are deemed necessary by the City Engineer, i.e. geotechnical, structural, hydraulic, etc., or expedited reviews are requested by the applicant, the applicant shall pay for all costs related to the extra work. The costs may include the preparation of special studies, additional staff time, and/or reviews of the special studies if studies are prepared by the applicant's engineer.

Engineering Submittals: The applicant shall submit electronic, pdf. files of the engineering plans to the Engineering Division for review and approval through the Accela permitting portal. The plans shall be prepared by a registered civil engineer, to include but not be limited to the following:

14. Final Map. The applicant shall submit the final map with closure calculations, prior to City Council's approval of each final map, improvement, or grading plans.

15. Improvement Plans. The improvement plans should include, but not be limited to, the following:

    - Site Plan
    - Grading and Drainage Plan
    - Utilities Plan
    - Landscaping and Irrigation Plan
    - Joint Trench Plan
    - Offsite Improvements Due to Project Impacts

16. Geotechnical Report. The applicant shall submit a current geotechnical report that supports the design features incorporated into this project including, but not limited to, grading activities, compaction requirements, utility construction, slopes, retaining walls, and roadway sections. The geotechnical report shall be submitted to the Engineering Division for review prior to the approval of any civil plans and/or the issuance of an engineering permit.

17. Geologic Hazard Abatement District (GHAD). In the event that a geologic hazard (potential slide or erosion hazards) is discovered during the course of grading activities or by other geological exploration, the applicant has the option to convey the affected area to the GHAD for continuous maintenance once the hazard has been mitigated. In addition, the applicant shall retain a geologic and / or engineering consultant to update the Plan of Control for the Southwest Pittsburg GHAD II.

National Pollutant Discharge Elimination System (NPDES):

18. Permit Coverage under the State General Construction Permit.
The applicant shall submit a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board for coverage under the Construction general Permit, and a copy of the Stormwater Pollution Prevention Plan (SWPPP). The SWPPP shall identify Best Management Practices (BMPs) appropriate to the uses conducted on-site to effectively prohibit the entry of pollutants into storm water runoff. The Stormwater Pollution Prevention Plan shall also include measures to prevent soil, dirt, and debris from entering the storm drain system, in accordance with California Stormwater Quality Association's (CASQA's) construction handbook.

Utilities

19. Capacity Evaluation.
The applicant shall provide on site storm, sewer, and water facilities analysis provide the results to the City to identify any service or supply problems. The cost for installation of facilities required to be constructed to accommodate the project shall be borne by the applicant.

20. Right of Way Irrigation System.
The applicant shall provide a Central Irrigation System that is compatible with Rainmaster DX 3 Evolution, with a remote controller included with the package. The installation of this system shall be certified by a John Deere Landscapes United Greentech representative prior to the City's acceptance of the installation.

21. Right of Way Landscape Design.
The applicant shall design the landscaping within the areas of public right-of-way in accordance with the provisions of Section 18.84.320 of the Pittsburg Municipal Code, and current City standard details.

22. Sewer Conveyance.
    The applicant shall connect the sewer conveyance system through San Marco Villas apartments to the east.

23. Sump Area Drainage.
    The applicant shall provide a safe release of drainage from sump areas, without conveying water over private property, allowing water to drain without damaging private or public improvements in the event of blockage of the storm drain system.

24. Fire Hydrants.
    The applicant shall provide fire hydrant locations approved by Contra Costa County Fire Prevention District.

25. Water Sampling Station.
    The applicant shall provide a water sampling station as required by the Public Works Department.

26. Utility Parcel Dedication. The applicant shall create and dedicate utility parcels to the City rather than utility easements between lots.

27. Water Use Calculations. The applicant shall provide estimated water use calculations to show compliance with the City's water efficient landscape ordinance.

28. Frontage Improvements. The applicant shall provide frontage improvements for West Leland Road, Siena Village Drive, and Santa Teresa Drive. Note: Applicant has provided frontage improvements along West Leland and Santa Teresa Drive with curb, gutter and sidewalk.

Site Design Conditions:

29. Abutter's Rights. The applicant shall relinquish the abutter's rights for all corner lots.

30. Sidewalks. The applicant shall provide 6' wide sidewalks throughout the subdivision.

31. Retaining Walls. The applicant shall construct retaining walls made from concrete block, gravity concrete, or similar material when walls are required between lots.

32. Bicycle Facility. The applicant shall provide for a Class IV bicycle facility along West Leland Road from Villa Drive to Santa Teresa Drive.

33. GHAD Access. The applicant shall provide maintenance access roads for areas to be dedicated to GHAD.

34. Soundwall Maintenance. Applicant shall establish a funding mechanism for the continuous maintenance of the soundwalls within the subdivision.

Engineering Exactions (CFD inclusion):

35. Annexation Documentation for CFD 2007-1. Community Facilities District 2007-1 is for Park Maintenance. The rate of the CFD 2007-1 fee is subject to City Council Resolution No. 07-10698. The applicant shall deliver written approval in a manner acceptable to the City Engineer, that the owner of the parcel is electing to annex the subject property into the 2007-01 Park Maintenance Community Facilities District (CFD 2007-1), prior to the recordation of the first Final Map.

36. Annexation Documentation for CFD 2017-1. Community Facilities District 2017-1 is for fire facilities and fire safety and emergency services. The rate of the CFD 2017-1 fee is subject to City Council Resolution No. 17-13311. The applicant shall deliver written approval in a manner acceptable to the City Engineer, that the owner of the parcel is electing to annex the subject property into the 21017-1 Fire Facilities and Fire Safety and Emergency Services Community Facilities District (CFD 2017-1), prior to the issuance of any building or engineering permits.

Contra Costa County Fire Protection District

1. The Contra Costa County Fire Protection District has development impact fees established in the City of Pittsburg. Projects within the development impact areas will need to pay the fees prior to Building Permit issuance.

2. Access shall comply with Fire District requirements.
   Provide emergency apparatus access roadways with all-weather (paved) driving surfaces of not less than 20-feet unobstructed width, and not less than 13 feet 6 inches of vertical clearance, to within 150 feet of travel distance to all portions of the exterior walls of every building. Access shall have a minimum outside turning radius of 45 feet, and must be capable of supporting the imposed fire apparatus loading of 37 tons. Access roadways shall not exceed 20% grade. Grades exceeding 16% shall be constructed of grooved concrete per the attached Fire District standard. (503) CFC

   Aerial apparatus shall comply with Fire District requirements.

   Aerial Fire Apparatus Access is required where the vertical distance between grade plane and the highest roof surface exceeds 30 feet as measured in accordance with Appendix D, Section 105 of the 2019 CFC. Aerial access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in

the immediate vicinity of the building or portion thereof. At least one of the required routes shall be located within a minimum of 15 feet and a maximum of 30 feet from the building and shall be positioned parallel to one entire side of the building. Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and building.

3. Access roadways of less than 28-feet unobstructed width shall have signs posted or curbs painted red with the words NO PARKING - FIRE LANE clearly marked. (22500.1) CVC,
(503.3) CFC

   Access roadways of 28 feet or greater, but less than 36-feet unobstructed width shall have NO PARKING-FIRE LANE signs posted, allowing for parking on one side only or curbs painted red with the words NO PARKING - FIRE LANE clearly marked. (22500.1) CVC, (503.3) CFC

4. Turnarounds shall comply with Fire District requirements. See CCCFPD Ordinance 2019-37 for approved design.

5. Access gates for Fire District apparatus shall be a minimum of 20-feet wide. Access gates shall slide horizontally or swing inward and shall be located a minimum of 30 feet from the street. Electrically operated gates shall be equipped with a Knox Company key-operated switch. Manually operated gates shall be equipped with a non-casehardened lock or approved Fire District lock. Contact the Fire District for information on ordering the key-operated switch. (D103.5) CFC.

6. The developer shall provide an adequate and reliable water supply for fire protection as set forth in the California Fire Code. (507.1) CFC

7. The developer shall provide hydrants of the East Bay type in compliance with Chapter 5
and Appendix B and C of the California Fire Code. (C103.1) CFC

8. Provide emergency escape and rescue openings in Group R occupancies of type V construction. Basements and sleeping rooms below the fourth story above grade plane shall have at least one exterior emergency escape and rescue opening. Such openings shall open directly into a public way or to a yard or court that opens to a public way. Landscaping, signage and other obstructions must not hinder the positioning of firefighting ground ladders from apparatus access to the rescue windows.

9. A land development permit is required for access and water supply review and approval prior to submitting building construction plans.

The developer shall submit a minimum of two (2) copies of full size, scaled site improvement plans indicating:

- All existing or proposed hydrant locations,
- Fire apparatus access,
- Aerial fire apparatus access,
- Elevations of building,
- Gates, fences, retaining walls, bio-retention basins, any obstructions to access.
- Size of building and type of construction,
- Striping and signage plan to include NO PARKING-FIRE LANE paint or signs
- Provide drawings for paths from the public way to under emergency escape and rescue openings showing a proposed clear path and clear space under these openings that allow for the placement of ground ladders at a climbing angle of 70 to 75 degrees and a minimum of 18" clearance from the base of the ladder to any obstruction (see attached ground ladder access standard) for review and approval prior to obtaining a building permit.

  This is a separate submittal from the building construction plans. These plans shall be approved prior to submitting building plans for review. (501.3) CFC

10. ***Emergency apparatus access roadways and hydrants shall be installed, in service, and inspected by the Fire District prior to construction or combustible storage on site.*** (501.4) CFC

    Note: A temporary aggregate base or asphalt grindings roadway is not considered an all-weather surface for emergency apparatus access. The first lift of asphalt concrete paving shall be installed as the minimum roadway material and must be engineered to support the designated gross vehicle weight of 37 tons.

11. The homes as proposed shall be protected with an approved automatic fire sprinkler system complying with the 2016 edition of NFPA 13D or Section R313.3 of the 2019 California Residential Code. Submit a minimum of two (2) sets of plans to this office for review and approval prior to installation. (903.2) CFC, (R313.3) CRC, Contra Costa County Ordinance 2019-37.

12. The developer shall provide traffic signal pre-emption systems (Opticom) on any new or modified traffic signals installed with this development. (21351) CVC

13. Flammable or combustible liquid storage tanks shall not be located on the site without obtaining approval and necessary permits from the Fire District. (3401.4) CFC

14. The owner shall cut down and remove all weeds, grass, vines, or other growth that is capable of being ignited and endangering property. (304.1.2) CFC

15. Where existing access to open land or space, or to fire trail systems maintained for public or private use is obstructed by new development of any kind, the developer shall provide an alternate means of access into the area that is sufficient to allow access for fire personnel and apparatus. These access roadways shall be a minimum of 16 feet in width to accommodate Fire District equipment. ***Access locations will be determined by this office upon submittal of three (3) copies of complete improvement plans.***

16. Development on any parcel in this subdivision shall be subject to review and approval by the Fire District to ensure compliance with minimum requirements related to fire and life safety. Submit three (3) sets of plans to the Fire District prior to obtaining a building permit. (501.3) CFC

17. The owner or the owner's authorized agent shall be responsible for the development, implementation, and maintenance of a written plan in compliance with NFPA 241, establishing a fire prevention program at the project site applicable throughout all phases of the construction. The plan shall be made available for review by the fire code official upon request. (Ch.33) CFC

    The fire prevention program superintendent shall develop and maintain an approved prefire plan in cooperation with the fire chief. The fire chief and fire code official shall be notified of changes affecting the utilization of information contained in such prefire plans. (Ch.33) CFC

18. The developer shall submit a minimum of two (2) complete sets of building construction plans and specifications for other than R-3 occupancies to the Fire District. After the new construction/ tenant improvement plans are approved, plans and specifications for all deferred submittals shall be submitted. A list of possible deferred submittals is below.

    - Private underground fire service water mains
    - Fire sprinklers
    - Standpipe
    - Fire alarm
    - Fire pump
    - Energy systems
    - Emergency generator
    - High-pile storage
    - Photovoltaic

- Carbon Dioxide Systems
- Aboveground/underground flammable/combustible liquid storage tanks
- Commercial kitchen hood extinguishing systems
- Spray booths
- Special suppression systems
- Emergency Responder Radio Coverage System (ERRCS)

Plans shall be submitted to the Fire District for review and approval prior to construction of the building or installation of the systems to ensure compliance with minimum requirements related to fire and life safety. Plan review and inspection fees shall be submitted at the time of plan review submittal. (105.4.1) CFC, (901.2) CFC, (107) CBC

Appendix G:
Applicable Mitigation Measures and Conditions of Approval

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Mitigation Measures and Conditions of Approval Applicable to the Modified Project

Mitigation Measure	Description
Aesthetics, Light, and Glare	
MM AES-1 (MM a(1))	**Ridgeline Protection** Require that all project construction occur at elevations below the major ridgeline portion of the site; i.e., below approximately the 750-foot contour.
MM AES-2 (MM b(1))	**Transmission Towers** As described in the Land Use section of this SEIR, the visual impacts of transmission lines on nearby residential and other important internal project vantage points could be reduced, although not to less than significant levels, by the strategic location of trees and other landscaping (see Section IV.A.3, Mitigation Measure a(5)).
MM AES-3 (MM b(2))	**Interior Landscapes** The potential visual monotony and other undesirable visual characteristics of project streets with uniform home setbacks and building heights could be mitigated by the introduction of more variation in unit design, the inclusion of more single- story elements in project two-story homes, the introduction of more single-story homes at selected locations along each street, and introduction of unit designs which do not emphasize the garage door in the front elevation.
MM AES-4 (MM a(2))	**General Design Controls** Incorporate in the final design and title provisions for the San Marco project measures and controls on architecture, grading, introduced landscaping, future tree removal, and ongoing landscape maintenance which are specifically formulated to reduce impacts on off-site vantage points. Emphasis should also be placed on the use of subdued appearing building materials and colors in order to minimize contrast with the surrounding hillside landscape.
MM AES-5 (MM a(3))	**Design Controls for Custom Lots** For custom home lots, incorporate architectural design standards in the individual lot CC&Rs to ensure against the construction of visually conspicuous residential structures, particularly on the most visually vulnerable north-facing and ridgetop lots.
MM AES-6 (MM a(4))	**Landscaping** Common and individual landscaping will have a substantial long-term effect in softening and reducing the visual impacts of the project. Given the importance of landscaping in reducing the visual impacts of the project, the following landscaping provisions should be included in the development program: • Planting plans, specifications, and long-term maintenance responsibilities for the Modified Project street trees, park, and other common landscaping (see Figure 10) should be formulated and detailed to the satisfaction of the City. These plans and specifications should provide reasonable assurances for the long-term health and survival of these common project landscape features. • A program of ongoing maintenance and replacement of introduced landscaping should be established by the applicant to the satisfaction of the City. • Project CC&Rs should include landscaping standards for private exterior areas which will ensure the compatibility of each homesite with the surrounding San Marco neighborhood and will avoid increased adverse impacts on off-site vantage points.

Mitigation Measure	Description
MM AES-7 (MM c(1))	**Views from Highway 4** Implementation of mitigations relating to increased tree planting; implementation of an effective landscaping and maintenance plan for Villages A, B, C, and M; and the requirement for use of subdued building materials and colors, and in particular, subdued roofing materials, would reduce project impacts on views from Highway 4. • Because the multi-family structures in Villages B, C, and M are the most highly visible portion of the site from Highway 4, the opportunity to provide dense landscaping in the open space areas surrounding these clusters of multi-family buildings would be particularly important. • In addition, the southern portions of Shore Acres Creek (i.e., the segment south of the PG&E transmission lines) and its westernmost tributary should be preserved, incorporated into the project design, and enhanced with additional native vegetation, to provide additional visual interest from the freeway as well as from internal viewpoints.
MM AES-8 (MM c(2))	Views from the Sea Breeze. Mota Ranch and Shore Acres Subdivisions. Implementation of all of the mitigation measures listed under (a) above would reduce project impacts on views from these three communities. Because most of the views from these areas are intermediate and distant views of the upper elevations of the project. measures involving the preservation of the uppermost project ridgeline (i.e., the General Plan designated "major ridge" and Open Space area) would be a particularly important mitigation measure.
MM AES-9 (MM c (3))	Views from West Pittsburg. Implementation of all of the mitigation measures listed under “a” above would reduce project impacts on views from the West Pittsburg community. Similar to Shore Acres, because most of the views from the West Pittsburg area are distant views of the higher portions of the site, the preservation of the uppermost ridgeline (i.e., the designated “major ridge” and Open Space area) would be a particularly important mitigation measure.
MM AES-10 (MM c(4))	Views from Other Locations. Mitigations relating to use of subdued building materials and colors, subdued roofing materials, and common landscaping would also be effective in reducing project impacts on Evora Road and Avila Road-Leland Road views. Mitigations relating to increased overall landscaping; landscaping in Villages A, B, C, and M; and use of subdued roofing materials would be particularly important for reducing impacts on views from Evora Road.
MM AES-11 (MM a(5))	**Light and Glare** The design of common project street lighting should incorporate use of low-intensity fixtures with the cone of light focused in a manner which avoids illuminating any nearby vertical surfaces. • The CC&Rs for each individual lot should include stringent parameters regarding exterior lighting to ensure against nighttime visual impacts on off-site vantage points. The exterior lighting parameters should stipulate low mounting heights and, where the exterior fixture may be exposed to a surrounding vantage point or vantage points, use of appropriate light refractors or diffusers. • Any project pathway illumination should be limited to low bollard fixtures. In addition, any use of exterior lighting at other project facilities, such as the community park and recreation facilities, should be subject to the same design standards as those described above for individual project lots.
Air Quality	
MM AQ-1 (MM a)	The severity of project construction period air pollutant emissions impacts can be reduced to less than significant levels through application of appropriate mitigation measures. In particular, dust control is required during all phases of construction to ensure that construction period impacts are mitigated. The Modified Project shall incorporate the following specific construction mitigation measures:

Mitigation Measure	Description
	• Suspend earthmoving or other dust-producing activities during periods of high winds when dust control measures are unable to avoid visible dust plumes. • Provide equipment and staffing for watering of all exposed or disturbed soil surfaces sufficient to suppress dust plumes, including weekends and holidays. An appropriate dust palliative or suppressant, added to water before application, should also be utilized. • Water or cover stockpiles of debris, soil, sand or other materials that can be blown by the wind. • Sweep construction area and adjacent streets of ail mud and debris, since this material can be pulverized and later resuspended by vehicle traffic. • Limit the speed of all construction vehicles to 15 miles per hour while on-site. • All materials transported by truck should be covered or wetted down as needed to suppress visible dust. • All excavated inactive portions of the site should be watered with an appropriate dust suppressant, covered or seeded.
MM AQ-2 (MM c(1))	**Land Use and Density** Land uses and densities can be manipulated to orient development population concentrations toward pedestrian/bicycle travel for local trips and to provide easy access to BART. The Modified Project locates the highest density development along Leland Road, the most likely route for future local transit route connections to BART and/or downtown Pittsburg, and thus appropriately places a large portion of the site population within easy walking or bicycling distance to transit. However, project land uses are exclusively residential, requiring residents to drive for all services. Placing one or more neighborhood commercial or convenience center within the project would be an effective way of reducing external trips and promoting bicycle/pedestrian modes of travel.
MM AQ-3 (MM c(2))	**Transportation System** The Modified Project includes a trail system connecting residences with the proposed recreational area. This trail system should be expanded to provide a bikeway along Leland Road to promote bicycle use for trips to BART. Transit pull-outs should be provided along the Leland Road frontage of the project to accommodate future transit service. When such service becomes available, transit amenities, such as information kiosks and shelters, should be installed. Secure bicycle parking areas for apartment residents should also be provided if individual garages are not provided.
MM AQ-4 (MM c(3))	**Fireplaces** Residential fireplaces are an air pollution source receiving increasing attention in recent years. Fireplace/woodstove restrictions have been adopted in a number of cities In California and the western United States, and it is likely that regional control of this source will be considered in the future. The impact of residential fireplace emissions of PM-10 and carbon monoxide can be reduced by restricting the number of fireplaces in residences to one per household and/or requiring residential use of EPA-certified woodstoves or fireplace inserts. EPA-certified woodstoves or fireplace inserts are 70 to 90 percent effective in reducing emissions from this source.
Biological Resources	
MM BIO-1 (MM a(1))	Complete appropriate revegetation and landscaping (emphasizing native trees, shrubs, and grasses) for heavily disturbed common areas.

Mitigation Measure	Description
Geology, Seismicity, and Soils	
MM GEO-1 (MM e(1))	**Analysis and Mitigation of Seismicity Prone Areas** As a condition of approval of the Tentative Map, a qualified geotechnical professional should analyze the susceptibility of the site to earthquake-induced land sliding, fill settlement due to dynamic forces, development of ground fissures, and potential for liquefaction. This analysis would require drilling test borings and conducting appropriate laboratory tests in area that could be so affected. Specifically, test borings and/or cone penetration tests should be completed where is anticipated that gills would be constructed over areas of deep, saturated alluvium that is susceptible to liquefaction; and on any unstable slopes that may affect the proposed development. Recommendations should be made to offset those earthquake-prone hazards. These recommendations could include avoidance or engineering solutions.
MM GEO-2 (MM e(2))	**Fault Related Feature Analysis and Mitigation** In addition, a geotechnical professional should assess the possibility for the sympathetic displacements along the fault-related features on the project. The evaluation should include radioisotopic dating of the surface soils or other chronostratigraphic techniques to evaluate the most recent episodes of movement along such features. Based on the results of the fault-feature activity evaluation, a geotechnical professional should establish appropriate structural setbacks from zones of potential faulting on the sire.
MM GEO-3 (MM e(3))	**Structure/Infrastructure Design** All project buildings, underground utilities and other improvements should be designed and constructed in accordance with all public agency requirements and City of Pittsburg building codes, particularly those sections of the codes regarding earthquake resistant design. The geotechnical report described above which would contain foundation recommendations for each lot should include earthquake design criteria in response to the site's soil profile coefficient.
MM GEO-4 (MM c(1))	**Slope Stability–General** In order to reduce potential impacts related to soil stability to less than significant levels, a qualified geotechnical professional should prepare a detailed map of unstable areas on the site, an analysis of each unstable area, and a detailed slope stabilization program. *Mapping Program*. A detailed mapping program should be conducted by a qualified geotechnical professional to identify every instance of past landsliding, earthflows, slumps, debris flows, debris basins, and erosional gullies; and every occurrence of colluvial swales, soil creep, rock falls, and adversely oriented bedding on the site. Unstable and potentially unstable slopes impacting the proposed grading plan should be evaluated for depth and character of unstable materials. Test borings and/or exploration pits should be completed as part of evaluation. *Slope Stability Analysis*. As part of the requirement for issuance of the Tentative Map, a series of slope stability analyses for critical cut slopes, fill slopes, and natural slopes, should be conducted by a qualified geotechnical professional to determine their stability under long-term static and short-term seismic loads. The analyses should incorporate saturated, residual shear strength parameters obtained from laboratory tests conducted on appropriate samples of earth materials recovered from the test borings and or exploration pits completed per mitigation measure suggested above. The impacts of the unstable conditions should be evaluated with respect to the proposed grading plan as a basis for determining the design, method of construction, extent and schedule of all stabilization measures.

Mitigation Measure	Description
	Detailed Sloped Stabilization Plan. In response to the detailed mapping and analysis described above, a qualified geotechnical professional should prepare specific recommendations for stabilization of all unstable areas. The plan should include detailed recommendations for the setbacks of structures from the crest lines of creek banks, cut slopes, fill slopes and natural slopes. The slope stabilization plan should also include the specific measures relating to grading listed below: • A qualified geotechnical professional and the project civil engineer should be present to inspect all project grading. • The geotechnical professional should provide detailed recommendations of the setback of structures from specific on-site crest lines of creek banks, cut slopes, fill slopes, and natural slopes. • The project civil engineer should ensure that all recommendations of the geotechnical are reflected in the grading plan and implemented by the developer. • Specific recommendations of the geotechnical professional on cut slopes, fill slopes for lot grading, public street construction, infrastructure construction, and slope stabilization should be implemented. • A geotechnical professional should inspect all proposed cut-and-fill slopes to ensure that they would remain adequately stable and protected from significant erosion. Drainage Benches lines with Portland cement concrete or asphalt concrete should be installed if necessary to achieve necessary stability. • As needed, a qualified geotechnical professional should modify and implement stabilization plans during construction. • All slope stabilization grading should be documented with as-built drawings and include as-built geologic map.
MM GEO-5 (MM c(2))	**Land sliding** The slope stabilization plan described above should pay particular attention to landslide areas. Based on the detailed mapping and stability analysis described above, the geotechnical professional should provide specific recommendations for stabilization of all landslides, potential landslides, and all off-site landslides that may impact on-site development. This work should include preparation of a detailed geologic map and performance of a subsurface investigation within each area with a high potential for future slope movement. A detailed construction plan should be prepared to stabilize landslides, potential landslide areas (including debris flows and rock fall areas), and off-site landslides. This plan should include detailed sections and plans showing limits of work and detailed grading specifications for performance of the stabilization work. Implementation of the plan should be completed before the sale of individual project lots.
MM GEO-6 (MM c(3))	**Soil Creep** Using the detailed mapping and stability analysis described above, the geotechnical professionals should provide specific recommendations to reduce damage to structures and infrastructure cause by slope creep should be provided, including recommendations for setbacks from the slopes subject to slope creep
MM GEO-7 (MM b(1))	**Expansive Earth Materials** Implementation of the following measure would reduce identified project impacts related to expansive earth materials to less than significant levels. *Grading/Foundation Design*. A standard soils test geotechnical investigation should be performed by a qualified geotechnical professional on each lot after subdivision grading is completed and prior to issuing building permits. The geotechnical professional should evaluate the expansion potential of native materials and fill on each lot and evaluate the subsurface conditions observed during grading. A report should be issued for each lot or group of lots with similar subsurface conditions along with recommendations for selective lot grading and foundation design and construction. The geotechnical

Mitigation Measure	Description
	professional should provide foundation design, soil preparation and selective grading recommendations which are appropriate for the on-site soil and geologic conditions observed after mass grading has been completed. A geotechnical professional should prepare specific recommendations for the modification of the presently proposed post-tensioned slab-on-grade foundation system to counteract soil swelling and shrinkage and for the treatment of expansive soils in all pavement and flatwork areas to ensure that the effects of soil expansion are minimized. *Drainage Plan*. To avoid impact of expansive earth materials due to improper surface drainage design, a registered civil engineer should design a surface drainage system for each lot. The drainage system should be compatible with the subdivision's drainage system. The drainage system for each lot should include the following provisions: • Portland cement concrete or asphalt concrete lined "V" ditches should be installed at the bases of all slopes greater than 15 feet high and adjacent to building pads. The ditches should drain to a suitable outlet. • All building pads should be rough graded with a two percent slope toward the streets. • The surface next to the house and associated structures should be graded with a slope of at least two percent away from the structure for a minimum distance of four feet. • The lot should be drained with swales which slope two percent and discharge to a suitable outlet. • All roof downspouts should be connected to a solid pipe collector system which discharges to a suitable outlet. • The crawl space of each house of unit should be connected to a solid pipe collector system which discharges at a suitable outlet. • Landscaping and walks should be installed such that the lot drainage system designed by the civil engineer is not disrupted. Water should not be allowed to pond on any lot. Conditions, covenants and restrictions for the subdivision should include the lot drainage requirements listed above. Specific reference to drainage requirements should also be included in the deed for each lot in order to prevent homeowners from altering drainage on the lot. The recommendations and plans related to drainage provided by the geotechnical professional and project civil engineer should be carried out completely and correctly by the developer's contractors. The geotechnical consultant and civil engineer should provide continuous inspection during construction in order to ensure that their recommendation and plans are properly implemented.
Hydrology and Water Quality	
MM HYD-1 (MM b(1))	**Erosion Control** The project grading plan should include an approved drainage and erosion control plan to minimize impacts from erosion and sedimentation during grading. This drainage and erosion control plan should conform to all standards adopted by Contra Costa County and those measures outlined in Section IV.D.3 of this SEIR (Soils and Geology). The plan should include such erosion control procedures as: • Restricting grading to the dry season; • Protecting all finished graded slopes from erosion using such techniques as hillslope benching, erosion control matting, and hydroseeding; • Protecting downstream storm drainage inlets from sedimentation; • Use of silt fencing to retain sediment on the project site; and • Any other suitable measures outlined in the Association of Bay Area Governments' (ABAG) Manual of Standard or Contra Costa County regulations.

Mitigation Measure	Description
MM HYD-2 (MM b(2))	**Drainage System Inspection** After construction is completed, all drainage culverts should be inspected for accumulated sediment. If sediment accumulation has occurred, these drainage structures should be cleared of debris and sediment.
MM HYD-3 (MM c)	**Water Quality Impacts** To mitigate potential water quality impacts to less than significant levels, the project applicant should apply for and obtain the necessary NPDES stormwater discharge permit (which applies to the grading of five or more acres of land) from the California Water Quality Control Board (RWQCB). This RWQCB permit requirement is relatively new. It is expected that the program for administering such permits will begin in October 1992. Though a specific regulatory program has not been instituted, development of the size will be required to address non-point source pollutants from sheet runoff, not just construction-related impacts. The Regional Board is currently developing guidelines identifying Best Management Practices (BMPs) for reducing non-point source pollutants. These practices vary, but generally include increased street cleaning, oil and grease separators for large parking areas, infiltration areas, and trash racks. Through these procedures and facilities are not currently required, they are expected to be required in the near future. If not incorporated into the drainage system design for the project, future regulations would possibly mandate costly retro-fitting of the storm drain system. The applicant should either: • Incorporated some of these facilities into the subdivision storm drainage design, • Design the retention and other drainage facilities in a way which will easily facilitate the future installation of non-point source pollutant control devices, and/or • Set aside funds to comply with future regulatory requirements. The RWQCB must also certify any Section 404 permit issued by the Army Corps of Engineers. This certification should be based on a RWQCB determination that the Section 404 permitted construction activity would comply with RWQCB water quality standards.
MM HYD-4 (MM a)	**Peak Runoff and Volume** The project-related increase in peak runoff volume would be adequately mitigated by the creation of on-site detention basins (approved by the CCCFCWCD) as described in the impact section. The CCCFCWCD has approved the design of the detention basins as described in the impact section. Therefore, it appears that this impact would be mitigated to less that significant levels by the virtue of the Modified Project design. No additional mitigation measures would be necessary. City staff has indicated that prior to Final Map approval, a hydrology report describing this system must be submitted to all affected agencies. The analysis must be presented with a complete set of hydraulic calculations and determination of peak stormwater discharge beneath the freeway. The analysis must show the capacity of the proposed retention basin and the recommendations of the CCCFCWCD.

Mitigation Measure	Description
Noise	
MM NOI-1 (MM a(1))	**Outdoor Noise Levels** Providing for noise levels that are consistent with the goals of the City of Pittsburg General Plan throughout the proposed development would require mitigation. Various combinations of noise abatement methods could be used to mitigate projected on-site noise levels. These could include the construction of berms of soundwalls, and redesign of the site plan to increase distance from the proposed homes to the adjacent noise source. Since one of the goals of the City of Pittsburg General Plan is to avoid the use of visible soundwalls, the required heights of both berms and soundwalls necessary to mitigate projected on-site noise levels have been calculated. Berms are generally more effective sound barriers than walls due to the increased acoustical effectiveness provided by the shape and content of a berm. • Highway 4. An eight-foot berm at the top of the slope along the elevated Highway 4 cross section as shown on Figure 43 would mitigate the projected noise intrusion into the project to levels below an Ldn of 60 dB. Alternatively, an 11-foot high soundwall could be constructed in the same location to achieve equivalent noise mitigation. Either of these two measures, or a combination of the two, would reduce noise impacts along Highway 4 to less than significant levels. • Willow Pass Road Extension. Mitigating noise exposure alone the extension of Willow Pass Road would require the use of a soundwall because the proposed site plan does not provide enough room for a berm. A wall seven-feet high on both sides of the Willow Pass Road Extension (Project Street A) would reduce the noise exposure for both the single-family homes on the east side and the multi-family homes on the west side to less than 60 dB. Because the multi-family homes would be located 10 to 15 feet below the road, the wall at this location would also reduce noise levels outside of the upper floors. Alternatively, the project would be redesigned to allow for a more visually acceptable berm along this route, rather than a noise wall. • Leland Road. The highest noise outside of a building along Leland Road west of the Willow Pass Road extension would be an Ldn of 62 dB. It is probable that such noise levels would be adequately attenuated on individual decks and patios by construction of local or individual fences with noise-abating specifications. Noise levels along Leland Road east of the Willow Pass extension, on the other hand, would be quite high, particularly outside of the single-family homes on the north side of the road in proposed Village A. A sound wall nine-feet high would be necessary to reduce noise levels in the yards of these homes to an Ldn less than 60 dB. The exterior noise levels for multi-family homes on the south side of Leland Road in this area would reach an Ldn of 65 dB. Because there are multi-family homes and because the primary outdoor use areas would be in the center of the development, it is anticipated that mitigation would take place for localized patios in the form of fences. The berms and walls recommended above provide a conceptual indication regarding the type of mitigation that would be required to make the project compatible with the noise environment and to reduce project noise-related impacts to less than significant levels. Precise locations and heights of berms, walls and fences would need to be determined at the project development stage.
MM NOI-2 (MM a(2))	**Indoor Noise Levels** The berms or walls would reduce noise levels outside of the first floors to below an Ldn of 60dB. This means that noise levels inside the first floor of homes in the area would be below and Ldn of 45 dB, even with first-floor windows open for ventilation. Second stories, however, could be exposed to noise levels in excess of 60 dB. In these cases, ventilation must be provided so that residents could keep the windows closed to meet the indoor noise standard. Additionally, in some cases, exterior noise levels may be severe enough to require the use of sound-rated glazing in upper floor windows.

Mitigation Measure	Description
MM NOI-3 (MM c(2))	**Construction Noise Impacts–On-site** To minimize the impact of project construction noise on new project residents, construction should be limited to daytime hours on weekdays between 8:00 a.m. and 5:00 p.m. All equipment used in the project should be adequately muffled and maintained.
Public Services	
MM PUB-1 (MM c(1))	**Response Time Impacts** A new fire station must be constructed at a location to be established in consultation with the District which will meet the District's response time standard. This location may be on the project site or elsewhere within the response time standard. The project's contribution toward the construction of this fire station would be collected via the Fire Facilities Element Fees and those additional charges described below as determined in consultation with the RFPD. In addition, the joining of Avila Road and Leland Road routes, should be clearly marked, with these markings placed in a location clearly visible to motorists.
MM PUB-2 (MM c(2))	**Personnel and Equipment Impacts** As a condition of approval, the project should be required to provide, to the satisfaction of the RFPD, its fair share of those local fire capital improvement and operating expenses which would not be adequately covered by Fire Facilities Element Fees or Benefit Assessment Fees from the project. No project homes should be occupied until adequate fire protection and suppression services are in place to the satisfaction of the District.
MM PUB-3 (MM c(3))	**Additional Measures** The Fire District has also recommended the following additional specific provisions to ensure adequate fire protection and fire suppression services for the project: • Water storage and pressure should be provided for the project as required by the Uniform Fire Code (UFC) Appendix Chapter III; • Fire sprinkler protection should be provided in all project structures, including single-family homes; • Fire-retardant roofing should be required for all project structures, including single-family homes; and • Adequate emergency vehicle access should be provided to all project homes, as required by the UFC and the Fire District.
MM PUB-4 (MM (c))	According to the Police Department, the creation of a new separate beat is warranted to accommodate the response time needs of the project and anticipated cumulative residential development in the southwest area to less than significant levels. The present four-beat structure is currently undergoing re-evaluation. However, this evaluation is more likely to result in the realignment of current beat boundaries, rather than the creation of additional beats. The Police Department anticipates that the creation of a new, fully staffed, separate southwest area beat would reduce project and cumulative impacts on police response time and citywide service levels to less than significant levels. New staffing should be funded by revenue flow increases to the City's General Fund due to anticipated cumulative southwest area growth. Several additional project measures have also been recommended by the Police Department to improve crime prevention and further reduce project impacts on the provision of police service These measures include: (1) provision of adequate, well lighted, accessible and non-isolated parking areas and visible entries for all multi-family structures; (2) provision of streets which are consistent with existing standards and do not vary in width; and (3) avoidance of developed open space (I.e., parks) which abut side and rear yards of residential dwellings.

Mitigation Measure	Description
MM PUB-5 (MM (c))	Assuming little change in current local school capacity conditions between now and project buildout (I.e., no new school construction), the project alone would result in over-enrollment at all elementary and middle schools in the District attended by project residents. Project adverse impacts on school enrollment would be partially mitigated through the existing impact fee requirements ($0.75 per residential square foot). According to the District, application of the current impact fee is expected to have minimal effect in covering the full cost of the school expansion needs generated by the project and by cumulative residential growth in the area. To mitigate the project contribution to the cumulative impact on school enrollment, approval of the project should be conditioned upon project commitment to fair share participation in a future added capital facilities program to be established Mount Diablo Unified School District. Project participation in the added capital facilities program should include the following: • Payment of existing school impact fees; • Payment of additional school impact fees established by the School District after the expiration of the existing fee agreement in 1994 so long as these additional fees are within State-mandated limits and have been adequately justified; and • Establishment of a Mello-Roos District for the project to fund the project's fair share of the cost of necessary school improvements which are not covered by the fee programs described above. The applicant's participation in the above listed mitigation requirements could be reduced to an extend mutually agreed upon by the City, the school district, and the applicant, in exchange for project participation in direct financing or construction of a new elementary school on the site.
MM PUB-6 (MM (1))	**Service Area Population** A project contribution of additional library facilities equivalent to the increase demand generated by the project would reduce project impacts to an insignificant level. This project contribution could include funding for additional books and additional library space to meet the accepted standard described under measures (2) and (3) below. Alternately, the provision of service facilities which could directly serve the project-generated population, such as a bookmobile, may also be considered.
MM PUB-7 (MM c(2))	**Square feet of Library Space Per Capita Ratio** With the project expected to ultimately add approximately 7,730 residents to the library service areas, project contribution of a fee adequate to construct 3,865 square feet of added library space in the form of an addition to an existing branch or a new library branch prior to project buildout would meet the standard of 0.5 square feet per capita. This action would reduce the impact of the project on County library space needs to a less than significant level.
MM PUB-8 (MM (3))	**Books Per Capita Ratio** With the project expected to generate 7,730 residents, a project contribution of a total of 15,460 volumes of books to build a new library branch of 7,730 volumes to each branch would meet the library's goal of two volumes of books per capita. This action would reduce the impact of the project on County library book needs to a less than significant level.
Utilities and Service Systems	
MM UTIL-1 (MM (c))	Implementation of the following measures would reduce project-related impacts on water service to less than significant levels:

Mitigation Measure	Description
	• The project should be responsible for construction of all improvements listed on page 4 of the City's Water Master Plan Update. The preliminary anticipated total cost of these improvements in 1990 dollars is $7,290,000. All final water system design specifications and constructed improvements would be subject to the approval of the City of Pittsburg. These specifications shall include adequate provisions for maintenance access to these facilities. • The project should pay its fair share of the cost of recent water treatment plant expansion and raw water storage facilities. • The overall project landscape plan which is described on page 73 of this SEIR should be revised and refined to include drought-tolerant plant species whenever possible. Future subarea landscape plans and guidelines for Villages A, C, D, and M should include similar provisions.
MM UTIL-2 (MM 3)	In order to adequately address project-related impacts on the local sewage collection and treatment system, the project would be required to pay the sewer development fees for DDSD Zone 1 as per the DDSD Schedule of Fees identified in the WPSMU. Applicant completion of a sewer capacity study would also be necessary to determine the size of the project sewer extension lines and the points of connection to the DDSD main facilities.
Condition of Approval	**Description**
Biological Resources	
COA BIO-1	If construction, grading, vegetation removal, or other project-related activities are scheduled during the nesting season, February 1 to August 31, a focused survey for active nests shall be conducted by a qualified Biologist within 7 days prior to the beginning of project-related activities. The survey shall consist of the entire project limits, as well as a minimum 500-foot buffer. If a lapse in project-related work of 7 days or longer occurs, another focused survey shall be required before project work can be reinitiated. If an active nest is found during surveys, qualified Biologist shall establish site- and species-specific no-work buffers. The buffer distances shall be specified to protect the bird's normal behavior to prevent nesting failure or abandonment. The buffer distance recommendation shall be developed after field investigations that evaluate the bird(s) apparent distress in the presence of people or equipment at various distances. Abnormal nesting behaviors which may cause reproductive harm include, but are not limited to, defensive flights/vocalizations directed toward project personnel, standing up from a brooding position, and flying away from the nest. The qualified Biologist shall have authority to order the cessation of all nearby project activities if the nesting birds exhibit abnormal behavior which may cause reproductive failure (nest abandonment and loss of eggs and/or young) until an appropriate buffer is established. The qualified Biologist shall monitor the behavior of the birds (adults and young, when present) at the nest site to ensure that they are not disturbed by project work. Nest monitoring shall continue during project work until the young have fully fledged (have completely left the nest site and are no longer being fed by the parents), as determined by the qualified Biologist, unless otherwise approved in writing by the California Department of Fish and Wildlife (CDFW).
COA BIO-2	Pre-construction surveys for nesting burrowing owls within 250 feet of the site prior to commencement of construction activities between February 1 through August 31 are recommended. If occupied burrows are found, a qualified Biologist should determine the need (if any) for temporal restrictions on construction. The determination should be pursuant to criteria set forth by CDFW (CDFG, 2012).

Mitigation Measure	Description
Cultural Resources	
COA CUL-1	If buried cultural resources are discovered during construction, operations shall stop in the immediate vicinity of the find and a qualified Archaeologist shall be consulted to determine whether the resource requires further study. The qualified Archaeologist shall make recommendations to the Lead Agency on the measures that shall be implemented to protect the discovered resources, including but not limited to excavation of the finds and evaluation of the finds in accordance with Section 15064.5 of the CEQA Guidelines. Potentially significant cultural resources consist of, but are not limited to stone, bone, fossils, wood, or shell artifacts or features, including hearths, structural remains, or historic dumpsites. Any previously undiscovered resources found during construction within the project area should be recorded on appropriate California Department of Parks and Recreation (DPR) forms and evaluated for significance in terms of CEQA criteria. If the resources are determined to be unique historic resources as defined under Section 15064.5 of the CEQA Guidelines, mitigation measures shall be identified by the Archaeological Monitor and recommended to the Lead Agency. Appropriate mitigation measures for significant resources could include avoidance or capping, incorporation of the site in green space, parks, or open space, or data recovery excavations of the finds. No further grading shall occur in the area of the discovery until the Lead Agency approves the measures to protect these resources. Any archaeological artifacts recovered as a result of mitigation shall be donated to a qualified scientific institution approved by the Lead Agency where they would be afforded long-term preservation to allow future scientific study.
COA CUL-2	In the event of an inadvertent discovery or recognition of any human remains, Public Resources Code Section 5097.98 must be followed. In this instance, once project-related earthmoving begins and if there is inadvertent discovery or recognition of any human remains, the following steps shall be taken: 1. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted to determine whether the remains are Native American and if an investigation of the cause of death is required. If the Coroner determines the remains to be Native American, the Coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the "most likely descendant" of the deceased Native American. The Most Likely Descendant (MLD) may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains, and any associated grave goods as provided in Public Resources Section 5097.98, or 2. Where the following conditions occur, the landowner or his/her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the MLD or on the project site in a location not subject to further subsurface disturbance: • The NAHC is unable to identify a MLD or the MLD failed to make a recommendation within 48 hours after being notified by the commission. • The descendant identified fails to make a recommendation. • The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the NAHC fails to provide measures acceptable to the landowner.

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District for "Siena at San Marco Residential Subdivision (Units 16 and 17), AP-21-1584 (GP, PD/RZ, SUBD)	)	ORDINANCE NO. 24-

WHEREAS, on April 3, 1990, the City Council adopted Ordinance No. 90-990 certifying a negative declaration and authorizing the execution of the Southwest Development Agreement (DA) for the development of 2,938 residential units on 639 acres in the southwest hills of Pittsburg. The DA established provisions under which the development would be built, including land use regulations, fees and assessments, and infrastructure; and

WHEREAS, on January 19, 1993, the City Council adopted Resolution No. 93-7888 certifying a subsequent environmental impact report (SEIR) for the 2,938-unit project currently known as the San Marco Development; and

WHEREAS, on February 1, 1993, the City Council adopted Ordinance No. 93-1057 zoning the San Marco Development property to a residential Planned Development District (PD-1057), with a PD Plan consisting of 1,412 single-family residential units and 1,526 multifamily residential units; and

WHEREAS, there have been four subsequent amendments to the DA since the original approval on January 19, 1993. On October 1, 2001, the Council approved Ordinance No. 01-1187, the first amendment to the DA to extend the term of the agreement to the year 2020. Initial construction of residential units in San Marco began in 2001. On July 19, 2010, the Council approved Ordinance No. 10-1326, the second amendment to the DA, which revised the map exhibit of the DA to remove 1.41 acres that the developer wanted for a commercial gasoline station, rather than a residential use. On April 15, 2013, the Council approved Ordinance No. 13-1369, the third amendment to the DA, to extend the term of the agreement to the year 2032, among other items, including park improvements and annual payments for DA compliance reviews. On December 21, 2020, the Council approved Ordinance No. 20-1481, the fourth amendment to the DA, which allowed a General Plan Map Amendment and amendments to the Planned Development District and San Marco Development Plan for the San Marco Commercial Center project; and

WHEREAS, there have been four subsequent amendments to the original PD Ordinance since it was adopted on February 1, 1993. On February 3, 2003, the Council approved Ordinance No. 03-1204, a City-initiated amendment increasing lot coverage allowances for single-family homes in this and other PD Districts from 40 to 55 percent, depending on lot size. On August 21, 2006, the Council adopted Ordinance No. 06-1270, an applicant-initiated amendment to San Marco Development Park Requirements, consolidating several mini-parks in the original development plan into two larger

community parks, consistent with the City of Pittsburg 2001 General Plan. On October 15, 2012, the Council adopted Ordinance No. 12-1362 to exchange development density (176 units) within the San Marco Development from townhouse/multifamily Village O to single-family Village A. On December 21, 2020, the Council approved Ordinance No. 20-1480, amending the San Marco PD District and Development Plan to allow for a small commercial shopping center (San Marco Commercial Center) on the 3.69-acre property on the southeast corner of San Marco Boulevard and W. Leland Road. The San Marco Commercial Center project consists of a 29,822-square-foot anchor tenant building and two separate commercial pad sites. The anchor tenant building is designed to accommodate a grocery store or retail use. One of the commercial pads is designed to accommodate an 1,826-square-foot restaurant with drive-through service and the second pad could accommodate a 3,500-square-foot restaurant. To date, approximately 1,540 single-family houses, 462 multi-family units (San Marco Villas 1 and 2 (Village B)), a public elementary school and an adjoining neighborhood park and a community park have been built in the San Marco Development; and

WHEREAS, on July 21, 2021, Discovery Builders, Inc., filed Planning Application No. AP-21-1584 (GP, PD/RZ, SUBD), requesting: 1) an Amendment to the General Plan Map to change the land use designation of the project site from High Density Residential and Open Space to Low Density Residential and Open Space, 2) an Amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District to transfer a total of 112 units from other villages into Village C and convert a total of 206 multi-family units to single-family units, 3) a Vesting Tentative Map for a 206-lot Major Subdivision (Siena at San Marco); and to subdivide the project site into 206 individual lots for single-family residences. The project site is located immediately south of the Willow Pass Road interchange on State Route 4, near the westernmost edge of Pittsburg city limits in the PD-1362 (Planned Development, Ordinance No. 12-1362) district. Assessor's Parcel Nos. 091-050-072 and portion of 091-050-071; and

WHEREAS, the project site is located within the larger San Marco Development area which is subject to the San Marco Development Agreement (DA) originally approved by the City Council on July 1, 1993, as subsequently amended. The project site is regulated by the conditions of approval set forth in the PD-1362 (Planned Development District, Ordinance No. 12-1362) District; and

WHEREAS, a Final Supplemental Environmental Impact Report (SEIR) was prepared and certified in accordance with CEQA to examine the potential environmental effects of the original project (Final EIR for the San Marco Subdivision). The Pittsburg City Council certified the Final SEIR in Resolution No. 93-7888 on January 19, 1993, making the required findings under CEQA (State Clearinghouse No. 91073029). An Addendum to the certified Final SEIR has been prepared in accordance with CEQA Guidelines Section 15164 to address the proposed project (Siena at San Marco Units 16 and 17). The Addendum must be considered by the City Council with Planning Application No. AP-21-1584 (GP, PD/RZ, SUBD); and

WHEREAS, Pittsburg Municipal Code (PMC) sections 18.16.020 and 18.62.070 identify the Planning Commission as the advisory body to the City Council on proposed changes to PD Districts of the zoning map, and requires that the Commission conduct a public hearing and determine, prior to making its recommendation, that: 1) the change

proposed is consistent with the objectives, policies, general land uses and programs specified in the General Plan and applicable specific plan; 2) a community need is demonstrated for the change proposed; and 3) its adoption will be in conformity with public convenience, general welfare and good zoning practice; and

WHEREAS, on June 27, 2023, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 10226, recommending approval of the proposal in its entirety, including the requested amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District; and

WHEREAS, on or prior to Friday, January 26, 2024, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020.A - D, a "Notice of Public Hearing," for the February 5, 2024, public hearing on this item was published in the East County Times; was posted at City Hall; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice; and

WHEREAS, on February 5, 2024, the City Council held a duly-noticed public hearing to: 1) introduce and waive further reading of this ordinance approving the proposed amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District; and 2) adopt a resolution approving the proposed General Plan Map Amendment, and Vesting Tentative Map, at which time oral and/or written testimony was considered.

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

SECTION 1. Findings.

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

B. Based on the City Council Staff Report entitled, "Adoption of a Resolution Approving a General Plan Map Amendment and Vesting Tentative Map for a Major Subdivision; and Introduction and Waive First Reading of an Ordinance Approving an Amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District for Siena at San Marco Residential Subdivision (Units 16 and 17), AP-21-1584 (GP, PD/RZ, SUBD)," dated February 5, 2024, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the City Council finds that:

1. City staff prepared an Addendum for the proposed project to determine whether and to what extent the Subsequent Environmental Impact Report

(SEIR) for the San Marco Development area remains sufficient to address the potential impacts of the proposed project, or whether additional documentation may be required under the California Environmental Quality Act (CEQA) (Public Resources Code [PRC] §§ 21000, et seq.). Based on the analysis in the Addendum, staff determined that preparation of a supplemental or Subsequent EIR or ND was not required and that an Addendum provides the required documentation under CEQA for the proposed project.

Amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District:

2. Pursuant to Pittsburg Municipal Code (PMC) section 18.62.070, amendments to adopted PD Districts are processed in the same manner as zoning map amendments.

3. The proposed amendment to the San Marco Development Plan and PD-1362 District is subject to the San Marco DA originally approved by the City Council on July 1, 1993, which was found to be consistent with the objectives, policies, general land uses and programs specified in the 1988 General Plan.

4. The proposed amendment to the San Marco Development Plan and PD-1362 District is compatible with the uses authorized in, and the regulations prescribed for, the land use district for which it is prepared, in that the land uses and property development regulations allowed in the proposed 'PD District' will be similar to the land uses and property development regulations that were approved for other residential subdivisions in the San Marco Development area, i.e., Toscana (Village A), Positano (Village D – Units 11 and 12) and Capri (Village E – Unit 13) subdivisions:

Max. Lot Coverage:	55 percent
Min. Front Yard:	15 ft. to nearest wall
	10 ft. to porch
	18 ft. to garage
Min. Corner Side Yard:	8 ft.
Min. Side Yard:	4 ft.
Min. Rear Yard:	5 ft.

5. There is a community need for the proposed change to the amendment to the San Marco Development Plan and PD-1362 District. Currently, the entire San Marco Development area is designated exclusively for residential use in the approved PD Plan. The proposed amendment would not increase the total number of units already envisioned for the San Marco Development but would increase the number of small-lot, single-family units in the project, thereby increasing opportunities for homeownership for entry-level buyers in the community.

6. The proposed amendment to the San Marco Development Plan and PD-1362 District will be in conformity with public convenience, general welfare, and good zoning practice, in that it would not increase the total number of units already envisioned for the San Marco Development and would provide well-designed, new homes for existing and new residents near the San Marco Commercial Center and the Pittsburg/Bay Point BART station.

SECTION 2. Amendment.

Based on the findings and the authority set forth above, the City Council hereby amends the Zoning Map, as referenced in Pittsburg Municipal Code, Title 18 (Zoning Ordinance) section 18.04.020, to amend PD-1362 District and the corresponding San Marco Development Plan Land Use Table to: 1) reflect a reassignment of 98 units from multifamily Village M, nine (9) units from multifamily Village B, and five (5) units from multifamily Village O to single family Village C, and 2) convert 25 units from multifamily Village O to single family units in Village O as depicted in Exhibit A of this resolution.

SECTION 3. Effective Date.

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

SECTION 4. Severability.

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

SECTION 5. Publication.

The ordinance shall be posted and published in accordance with California Government Code.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on February 5, 2024, and was adopted and ordered published at regular a meeting of the City Council held on _____, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

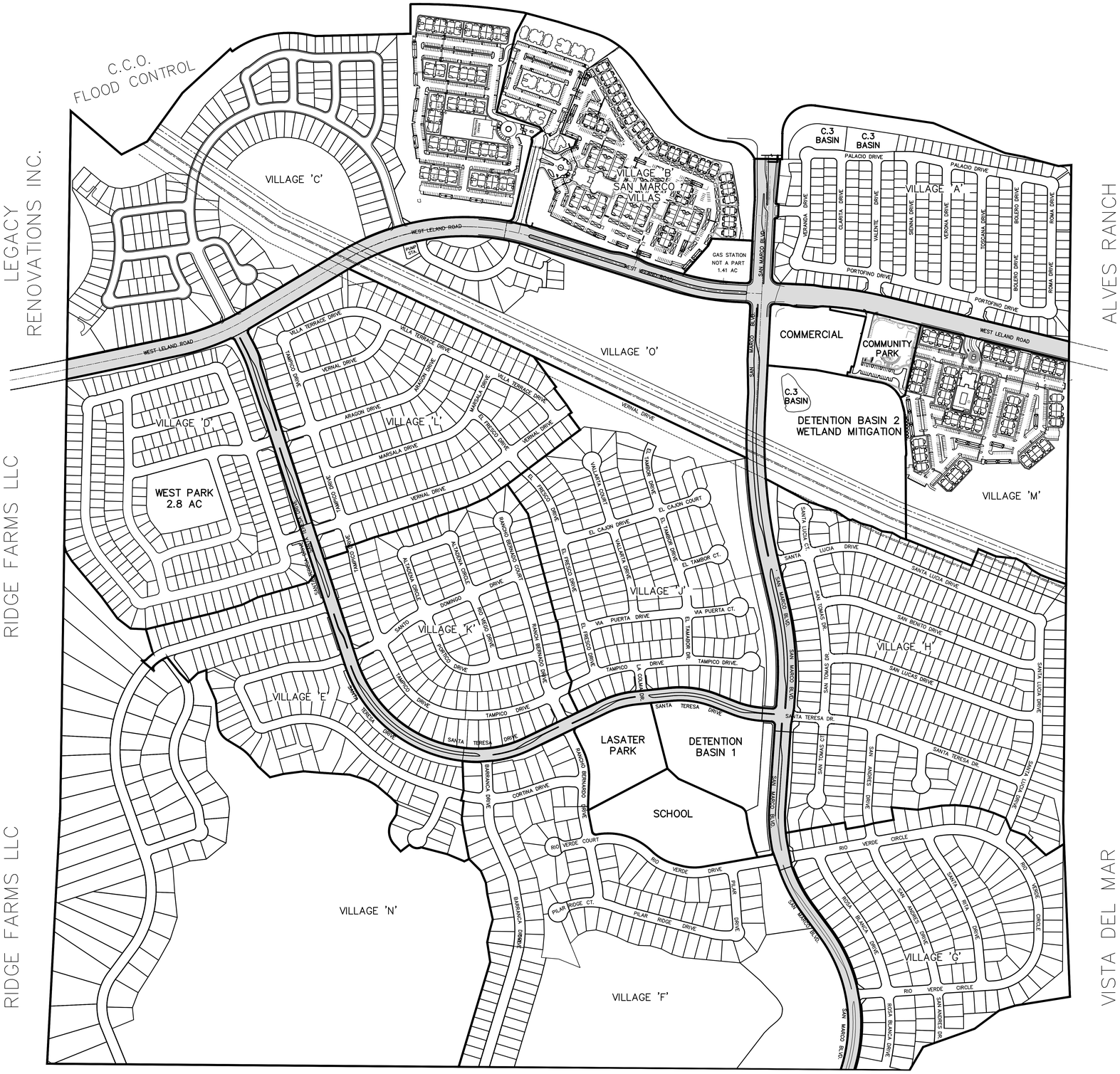
_____
Alice E. Evenson, City Clerk

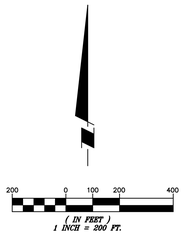
Exhibit A - Amendment to San Marco Development Plan and PD Plan, Siena at San Marco Residential Subdivision, AP-21-1584 (GP, PD/RZ, SUBD, ~~DR~~)

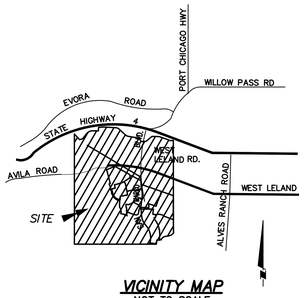
SAN MARCO
DEVELOPMENT PLAN

SUBDIVISION 7362

CITY OF PITTSBURG
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA







VICINITY MAP
NOT TO SCALE

LAND USE TABLE FOR WATER MODELING PURPOSES ONLY

LAND USE	ACRES	NUMBER OF UNITS
VILLAGE 'A' SINGLE FAMILY	32.74	252
VILLAGE 'B' APARTMENTS	25.74	462
VILLAGE 'C' APARTMENTS, SINGLE FAMILY	63.38	270 APARTMENTS 181 SINGLE FAMILY
VILLAGE 'D' SINGLE FAMILY	33.60	233
VILLAGE 'E' SINGLE FAMILY	22.21	114
VILLAGE 'F' SINGLE FAMILY	54.47	123
VILLAGE 'G' SINGLE FAMILY	32.02	138
VILLAGE 'H' SINGLE FAMILY	49.42	263
VILLAGE 'J' SINGLE FAMILY	38.12	155
VILLAGE 'K' SINGLE FAMILY	27.92	149
VILLAGE 'L' SINGLE FAMILY	35.74	177
VILLAGE 'M' APARTMENTS BUILT TO TOWNHOUSE STANDARDS	22.0	318
VILLAGE 'N' SINGLE FAMILY	88.10	64
DETENTION BASIN 1	6.57	–
VILLAGE 'O' PUMP STATION	25.25	39
COMMUNITY PARK	2.51	–
COMMERCIAL	3.51	–
DETENTION BASIN 2 WETLAND MITIGATION	11.94	–
MAJOR ROADS	29.43	–
SCHOOL	6.30	–
LASATER PARK	3.88	–
GAS STATION NOT A PART	1.41	–
TOTAL	616.27	2,938

GENERAL NOTES:

1. OWNERS/DEVELOPER: WEST COAST HOME BLDR.S INC.
   SEECON FINANCIAL AND CONSTRUCTION CO.
   4021 PORT CHICAGO HWY.
   CONCORD CA 94524

   SEECON FINANCIAL AND CONSTRUCTION INC.
   4021 PORT CHICAGO HWY.
   CONCORD CA 94524
2. ENGINEER: ISAKSON AND ASSOC. INC.
   2 MIRANGO COURT
   CLAYTON CA, 94517
3. ASSESSORS PARCEL NO.: 097–130–002, 097–140–001
   097–150–005, 097–150–002
   097–150–006, 097–150–007
   097–190–001, 097–180–001
4. TOTAL AREA: 616.27 ACRES
5. ZONING: PLANNED DEVELOPMENT
6. TOTAL NO. OF LOTS/ PARCELS: SINGLE FAMILY LOTS – 1,869 UNITS
   APARTMENTS/TOWN HOMES – 1,069 UNITS
   TOTAL – 2,938 UNITS
7. UTILITIES:
   SEWER: CITY OF PITTTSBURG/DELTA DIABLO SANITATION DISTRICT
   WATER: CITY OF PITTTSBURG
   GAS & ELECTRICAL: P.G.&E.
   TELEPHONE: AT&T
8. DRAINAGE AREA: 48–B (CONTRA COSTA COUNTY FLOOD CONTROL)
9. BOUNDARY AS SHOWN IS COMPILED FROM RECORD INFORMATION AND DOES NOT REPRESENT A SURVEY OF THE PROPERTY.
10. MULTIPLE FINAL MAPS WILL BE FILED ON THE LANDS SHOWN ON THE TENTATIVE MAP.
11. 300' ADJOINING PROPERTIES ARE SHOWN ON THIS MAP. THERE ARE NO EXISTING STRUCTURES WITHIN 300 FEET OF THE DISTRICT BOUNDARIES.
12. TOPOGRAPHY AND EXISTING CANOPY OF MATURE TREES 100 FEET BEYOND THE PROPOSED DISTRICT BOUNDARY ARE AS SHOWN.

APPR. | DATE

REGISTERED PROFESSIONAL ENGINEER — DAVID O. ISAKSON — NO. 21764 CIVIL — STATE OF CALIFORNIA

SUBDIVISION 7362 SAN MARCO

DEVELOPMENT PLAN

CITY OF PITTSBURG CONTRA COSTA COUNTY CALIFORNIA

Isakson & Assoc. Inc.
civil engineering land surveying
2 Mirango Court, Clayton, CA 94517 Phone:(925) 876–0889

DATE: 03–10–2022	DESIGNED BY: DOI	DRAWN BY: RLB	CHECKED BY: DOI	JOB NO. 201304	SHEET 1 OF 1

S:\LAND DEVELOPMENT\MODEL DOCS\DOCS\DA\DWG\DEVELOPMENT PLAN\201304-DM-DEVELOPMENT PLAN-1.DWG

Siena at San Marco Residential Subdivision (Units 16 and 17), AP-21-1584 (GP, PD/RZ, SUBD, DR)

Specific development regulations for Siena at San Marco (Units 16 and 17) are as follows:

Max. Lot Coverage:	55 percent
Min. Front Yard:	15 ft. to nearest wall
	10 ft. to porch
	18 ft. to garage
Min. Corner Side Yard:	8 ft.
Min. Side Yard:	4 ft.
Min. Rear Yard:	5 ft.

The proposed development regulations in the PD Plan (listed above) are similar to the standards that were approved for the Toscana (Village A), Positano (Village D – Units 11 and 12) and Capri (Village E – Unit 13) subdivisions.

Siena at San Marco Residential Subdivision (Units 16 and 17), AP-21-1584 (GP, PD/RZ, SUBD)

Specific development regulations for Siena at San Marco (Units 16 and 17) are as follows:

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The proposed development regulations in the PD Plan (listed above) are similar to the standards that were approved for the Toscana (Village A), Positano (Village D – Units 11 and 12) and Capri (Village E – Unit 13) subdivisions.

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Recommending City Council Approval of a General Plan Map Amendment, Amendment to San Marco Development Plan and PD-1362 District, Vesting Tentative Map for Major Subdivision, and Design Review for 206-Unit, Single-Family Residential Subdivision Located Immediately South of the Willow Pass Road Interchange on State Route 4 for "Siena at San Marco Residential Subdivision, AP-21-1584 (GP, PD/RZ, SUBD, DR)."	Resolution No. 10226

The Planning Commission DOES RESOLVE as follows:

Section 1. Background

A. On July 21, 2021, Louis Parsons of Discovery Builders, Inc., filed Planning Application No. AP-21-1584 (GP, PD/RZ, SUBD, DR), requesting a change to the Development Plan for San Marco to transfer the unit count between villages within the San Marco Development area to allow for construction of a 206-lot subdivision (Siena at San Marco). Assessor's Parcel Nos. 091-050-072 and portion of 091-050-071.

B. The proposed project is governed by the applicable goals and policies of the Pittsburg General Plan (General Plan) and the Pittsburg Municipal Code (PMC).

C. Pursuant to PMC section 17.16.100, an applicant may request that two or more applications for separate discretionary approvals, including zoning amendments under PMC Title 18, requested or required in conjunction with a project be consolidated.

D. Under Government Code section 65358, the legislative body of a local government agency may amend its General Plan, in whole or in part, if it finds that the amendment would be in the public interest. No more than four General Plan amendments to each required element may be adopted within one calendar year. In this calendar year so far, the City Council has not adopted any amendments to the General Plan Land Use Element.

E. The California Government Code and PMC identify the Planning Commission as the advisory body to the City Council on amendments to the General Plan. Government Code section 65353(a) requires that the Planning Commission

conduct at least one public hearing prior to making its recommendation on a proposed General Plan amendment.

F. PMC section 18.16.020 identifies the Planning Commission as the advisory body to the City Council on proposed zoning changes, and requires that the Planning Commission determine, prior to making its recommendation, that:

1. the change proposed is consistent with the objectives, policies, general land uses and programs specified in the General Plan and applicable specific plan;

2. in the case of a base district, overlay district or general land use regulation, the change proposed is compatible with the uses authorized in, and the regulations prescribed for, the land use district for which it is proposed;

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

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

G. PMC section 17.12.010 identifies the Planning Commission as the advisory body to the City Council on proposed tentative maps when consolidated with one or more applications for other approvals which are subject to final approval by the City Council. In order to recommend City Council approval of a Vesting Tentative Map, the Planning Commission must determine, in accordance with PMC section 17.20.060(c), that:

1. the proposed map is consistent with the General Plan and any applicable specific plan, or other applicable provision of PMC;

2. the site is physically suitable for the type of development;

3. the site is physically suitable for the proposed density of development;

4. the design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat;

5. the design of the subdivision or the type of improvements will not cause serious public health problems; and

6. the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

H. Pursuant to PMC section 18.36.230, the Planning Commission shall discuss the application for Design Review approval and integrate it with the land use approval process applicable to the project. In order to recommend Design Review approval (pursuant to the direction of PMC section 18.36.230), the Planning Commission must determine, in accordance with PMC section 18.36.220.B, that:

1. the structure conforms with good taste, good design and in general contributes to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality;

2. the structure will be protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable;

3. the exterior design and appearance of the structure is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value;

4. the structure is in harmony with proposed developments on land in the general area; and

5. the application conforms with the criteria set forth in any applicable City adopted design guidelines.

I. On January 19, 1993, the City Council adopted Resolution No. 93-7888 certifying a Final Subsequent Environmental Impact Report (SEIR) for the entire, 639-acre, 2,938-unit project currently known as the San Marco Development (State Clearinghouse No. 91073029).

J. CEQA Guidelines Section 15164(a) provides that the lead agency or a responsible agency shall prepare an Addendum to a previously certified EIR or Negative Declaration (ND) if some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a Subsequent EIR or ND have occurred.

K. City staff prepared an Addendum for the proposed project to determine whether and to what extent the SEIR for the San Marco Subdivision remains sufficient to address the potential impacts of the proposed project, or whether additional documentation may be required under the California Environmental Quality Act (CEQA) (Public Resources Code [PRC] §§ 21000, et seq.).

L. Based on the analysis in the Addendum, staff determined that preparation of a supplemental or Subsequent EIR or ND was not required and that an Addendum provides the required documentation under CEQA for the proposed project.

M. On Saturday, June 17, 2023, in accordance with Government Code sections

65090 and 65091, and PMC section 18.14.020.A, B and D, a “Notice of Public Hearing,” for the June 27, 2023, public hearing on this item was published in the East County Times.

N. On Friday, June 16, 2023, a “Notice of Public Hearing” was posted at City Hall and at or near the project site; was delivered for posting at the Pittsburg Library; was posted on the “Public Notices” section of the City’s website and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice. In addition, a copy of the notice was posted on www.nextdoor.com (“Nextdoor”) and was sent directly to all subscribed residents in the “Avila,” “San Marco” and “San Marco Villas” neighborhoods.

O. On June 27, 2023, the Planning Commission held a public hearing on Planning Application No. AP-21-1584 (GP, PD/RZ, SUBD, DR), at which time additional oral and/or written testimony was considered.

Section 2. Findings

A. Based on the Planning Commission staff report entitled, “Siena at San Marco Residential Subdivision, AP-21-1584 (GP, PD/RZ, SUBD, DR),” dated June 27, 2023, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the Planning Commission finds that:

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

2. City staff prepared an Addendum for the proposed project to determine whether and to what extent the Subsequent Environmental Impact Report (SEIR) for the San Marco Development area remains sufficient to address the potential impacts of the proposed project, or whether additional documentation may be required under the California Environmental Quality Act (CEQA) (Public Resources Code [PRC] §§ 21000, et seq.). Based on the analysis in the Addendum, staff determined that preparation of a supplemental or Subsequent EIR or ND was not required and that an Addendum provides the required documentation under CEQA for the proposed project.

General Plan:

3. The proposed amendment to the San Marco Development Plan and PD-

1362 District is subject to the San Marco DA originally approved by the City Council on July 1, 1993, which was found to be consistent with the objectives, policies, general land uses and programs specified in the 1988 General Plan. Though the proposed amendment to the San Marco Development Plan and PD-1362 District is not subject to the 2020 General Plan, it is consistent with many of the goals and policies contained within the current document, and is therefore in the public interest, in that:

a. The proposed project will provide low-density, single-family residential in the Southwest Hills subarea (Goal 2-G-4).

b. The proposed project will provide a dog park as a community amenity (Policy 2-P-6).

c. The proposed project will utilize a Planned Development (PD) zoning to achieve a high-quality design outcome (Policy 2-P-5).

d. The proposed project will pay its share of the costs for the construction of facilities needed to serve the development (Policy 3-P-1, 3-P-13, and 7-P-2). The proposed project will comply with conditions of approval requiring payment of the Facilities Reserve Charge, Local Traffic Mitigation Fee (LTMF), and Regional Transportation Development Impact Mitigation Fee (RT-DIM) in accordance with the Pittsburg Municipal Code. The proposed project will promote the public health, safety, and general welfare in that it requires the Developer to pay fees to finance unmet local and regional traffic improvement needs and annex the site into the City's Community Facilities District (CFD) 2007-1 for park maintenance and the City's CFD 2017-1 for fire facilities and fire safety and emergency services.

e. The proposed project will be built in an area where public facilities and infrastructure are already available (Policy 3-P-1). A condition of approval will require the applicant to evaluate the existing, receiving storm and sewer facilities for adequate capacity and provide the results to the city to identify any service or supply problems. If any service or supply problems arise, the applicant agrees to cover the cost for installation of additional facilities required to be constructed to accommodate the proposed project.

f. The existing transportation system has adequate capacity to accommodate the proposed project (Policy 3-P-2). Residents of the proposed project will have multiple transportation options available to them as the site is located near BART, Tri-Delta Transit, and bicycle lanes.

g. The proposed project will provide safe and contiguous routes for pedestrians and bicyclists (Policy 3-P-17, 7-P-34, and 7-P-40) in that a Class IV bicycle facility along West Leland Road from Villa Drive to Santa Teresa Drive is required as part of this project.

h. The proposed project will include bicycle racks in each garage for secure bicycle parking (Policy 7-P-45).

i. The Developer will equitably share the costs associated with providing water and wastewater services to the proposed project through payment of the Pittsburg Facilities Reserve Charge (Policy 11-P-7 and 11-P-18).

j. The proposed project will include window assembly upgrades for upper-floor windows of Unit 17 residences nearest to State Route 4 to ensure interior noise levels do not exceed 45 dB CNEL. The proposed project will also include sound walls for Unit 17 residences nearest to State Route 4 and West Leland Road to ensure exterior noise levels do not exceed 65 dB CNEL (Policy 12-P-6).

k. The proposed project will comply with conditions of approval requiring construction of quality home designs to ensure future residents will enjoy an attractive living environment (Housing Goal G-5 and Policy P-5.1).

Zoning Map:

4. Pursuant to Pittsburg Municipal Code (PMC) section 18.62.070, amendments to adopted PD Districts are processed in the same manner as zoning map amendments.

5. The proposed amendment to the San Marco Development Plan and PD-1362 District is subject to the San Marco DA originally approved by the City Council on July 1, 1993, which was found to be consistent with the objectives, policies, general land uses and programs specified in the 1988 General Plan.

6. The proposed amendment to the San Marco Development Plan and PD-1362 District is compatible with the uses authorized in, and the regulations prescribed for, the land use district for which it is prepared, in that the land uses and property development regulations allowed in the proposed 'PD District' will be similar to the land uses and property development regulations that were approved for other residential subdivisions in the San Marco Development area, i.e., Toscana (Village A), Positano (Village D – Units 11 and 12) and Capri (Village E – Unit 13) subdivisions:

Max. Lot Coverage:	55 percent
Min. Front Yard:	15 ft. to nearest wall
	10 ft. to porch
	18 ft. to garage
Min. Corner Side Yard:	8 ft.
Min. Side Yard:	4 ft.
Min. Rear Yard:	5 ft.

7. There is a community need for the proposed change to the amendment to the San Marco Development Plan and PD-1362 District. Currently, the entire San Marco Development area is designated exclusively for residential use in the approved PD Plan. The proposed amendment would not increase the total number of units already envisioned for the San Marco Development but would increase the number of small-lot, single-family units in the project, thereby increasing opportunities for homeownership for entry-level buyers in the community.

8. The proposed amendment to the San Marco Development Plan and PD-1362 District will be in conformity with public convenience, general welfare, and good zoning practice, in that it would not increase the total number of units already envisioned for the San Marco Development and would provide well-designed, new homes for existing and new residents near the San Marco Commercial Center and the Pittsburg/Bay Point BART station.

Vesting Tentative Map for Major Subdivision:

9. The Vesting Tentative Map for the proposed 206-unit, Major Subdivision is consistent with the proposed General Plan land use designation of Low Density Residential, as described in Section 2.A.3 above.

10. The project site is physically suitable for the type of development proposed in that the site is vacant, that all project construction will occur at elevations below the major ridgelines within the southern hills, and the site is surrounded by existing infrastructure, minimizing the amount of work and investment needed to extend utilities and services to the site.

11. The project site is physically suitable for the proposed density of development, in that the site is surrounded by existing single- and multi-family, residential development. Further, the site is located within one and one-half mile of the Pittsburg/Bay Point BART station, less than a quarter-mile of two existing bus routes, a quarter-mile from the future San Marco Commercial Center and is adjacent to single- and multi-family homes, making it an appropriate location for residential low-density development.

12. The design of the proposed subdivision and accompanying improvements will not cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat, if the project is required to comply with conditions of approval in Exhibit E and all applicable mitigation measures and conditions of approval as outlined in Exhibit E Attachment 4 - Appendix G of the "Addendum to the Subsequent Environmental Impact Report for the San Marco Development Plan (for Siena at San Marco, Units 16 and 17)," dated May 5, 2023.

13. The design of the subdivision and type of improvements proposed will not cause serious public health problems, in that the project site is not listed on the California Department of Toxic Substances Control Hazardous Waste and Substances Site List and conditions of approval will require all site improvements comply with all local, City, State and federal regulations.

14. The design of the subdivision and type of improvements proposed will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision, in that there are no existing public access easements on the site. The proposed map does include a new public street that will connect the development to existing public roadways, and the new street will be of sufficient width to accommodate automobile and emergency vehicle access into and around the site.

Design Review:

15. The proposed project conforms with good taste, good design and in general contributes to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality, in that the proposed house models feature an attractive architectural design characterized by a mixture of hipped and gable-end roofs with high-quality, concrete tile roofing material; stucco body and trim; simulated stone veneer; roll-up garage doors with optional window lites and a mixture of board and batten siding, wood trim, window grids, shutters and mock vents. The proposed project will also provide an attractive outdoor environment for residents. The Developer will install a variety of colorful, drought-tolerant landscaping and a decorative, masonry sound wall with wall caps and simulated stone veneer at each wall pilaster. Residential front yards will feature blooming street trees that will provide seasonal color throughout the subdivision.

16. The proposed project will be protected against exterior and interior noise, vibrations and other factors which may tend to make the environment less desirable, in that the project will be required to install three, six-ft. tall sound walls along the southern edge of the project site nearest West

Leland Road, one, eight-ft. tall and one, 10-ft. tall sound wall along the northern edge of the project site nearest State Route 4 and one, eight-ft. tall sound wall along the eastern edge of the project site to buffer noise from State Route 4, West Leland Road and the future San Marco Villas Phase III development. Additionally, upper-floor windows for 58 Unit 17 residences nearest to State Route 4 must receive window assembly upgrades with a higher than average Sound Transmission Class rating.

17. The exterior design of the proposed project is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value. Rather, the proposed project will enhance the neighborhood's appearance and value, in that it will result in a highly attractive environment utilizing a variety of compatible house and front yard landscape designs. The proposed project will add value to the community by attracting additional residential and commercial investment in the area.

18. The proposed project is in harmony with proposed developments on land in the general area, in that existing and proposed developments in the immediate vicinity of the project site are subject to the San Marco Development Plan, will be constructed by the same builder and include design elements compatible with other San Marco Subdivisions.

19. The proposed project will substantially conform to all applicable Development Review Design Guidelines (DRDG, Planning Commission Resolution No. 9864) for single-family development.

B. The Staff Report entitled, "Siena at San Marco Residential Subdivision, AP-21-1584 (GP, PD/RZ, SUBD, DR)," dated June 27, 2023, is referenced hereto as additional support for findings.

Section 3. Decision

Based on the findings and the authority set forth above, the Planning Commission hereby recommends that the City Council adopt an ordinance and resolution to:

A. Amend General Plan Figure 2-2 (Land Use Diagram) to change the land use designation of the property described in section 1.A above, from 'High Density Residential' and 'Open Space' to 'Low Density Residential' and 'Open Space' as substantially presented in Exhibit A of this resolution;

B. Modify other Land Use Element tables and charts as necessary to reflect the change in land use acreages and maintain internal consistency with the General Plan document;

C. Amend the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District to transfer a total of 112 units from other villages into Village C and convert a total of 206 multi-family units to single-family units as substantially presented in Exhibit B of this resolution;

D. Approve Major Subdivision 9554 and Vesting Tentative Map subdividing the property described in section 1.A above into 206 lots for detached, single-family residences, subject to conditions, as substantially presented in Exhibit C of this resolution;

E. Approve Design Review of the accompanying architectural and landscape plans, subject to the conditions as substantially presented in Exhibit D of this resolution; and

F. Adopt Conditions of Approval for the project substantially presented in Exhibit E of this resolution, including all applicable mitigation measures and conditions of approval as outlined in Exhibit E Attachment 4 - Appendix G of the "Addendum to the Subsequent Environmental Impact Report for the San Marco Development Plan (for Siena at San Marco, Units 16 and 17)," dated May 5, 2023.

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner Foster, seconded by Commissioner Smith, the foregoing resolution was passed and adopted the 27th day of June, 2023, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES: Robinson, Foster, Smith, Kobata, Jackson

NAYES: Popova

ABSTAIN: None

ABSENT: None

I hereby certify that the above Resolution was adopted by the Planning Commission of the City of Pittsburg on June 27, 2023.

_____

JOHN FUNDERBURG III, SECRETARY
PITTSBURG PLANNING COMMISSION

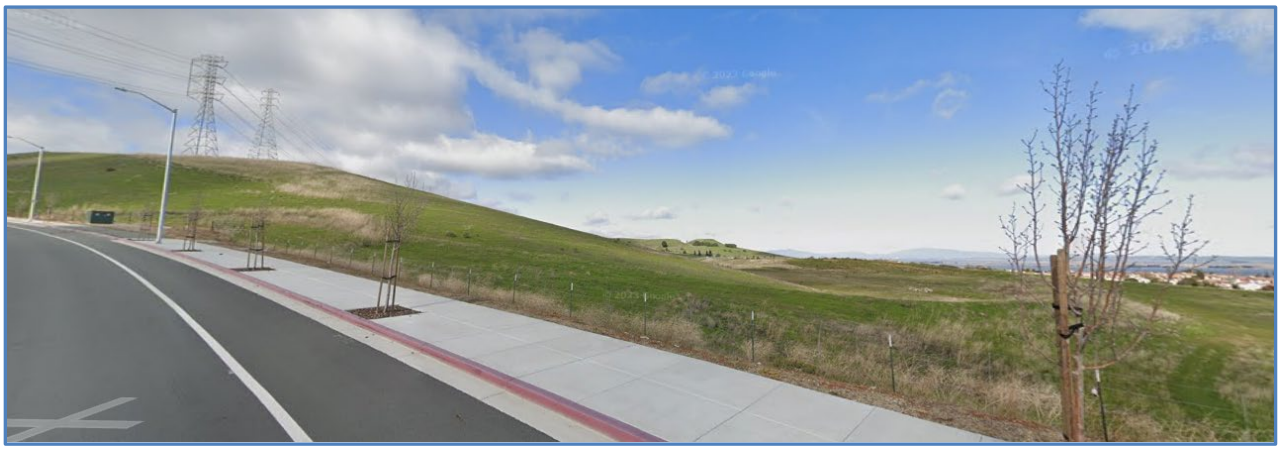
Attachment 4
Photos of Site and Surroundings
Siena at San Marco Residential Subdivision, AP-21-1584 (GP, PD/RZ, SUBD, ~~DR~~)

Unit 17



Above: View of back side of Unit 17 from Hwy 4 looking south

Below: View of front side of Unit 17 from W Leland Rd looking north





Above: Body of the Unit 17 site, looking southwest from the northeast.



Above: Large hill in the approximate center of the Unit 17 site, looking south from the north edge.



Above: Southwest part of the Unit 17 site, looking northeast from the southwest corner of the site.



Above: Body of the Unit 17 site, looking northwest down the powerlines from the top of the large hill in the center of the site.



Above: Created detention basin adjacent to the northwest part of the Unit 17 site, looking northwest from the north edge of the site.



Above: Pipes associated with the storm drain network in the Unit 17 site, looking south from the northwest part of the site.

Unit 16



Above: South part of the Unit 16 site, looking northwest from the southeast part of the site.



Above: East edge of the Unit 16 site, looking north from the southeast part of the site.



Above: Existing storm drain structure in the west part of the Unit 16 site, looking northwest.



Above: North edge of the Unit 16 site, looking west along Leland Road.

Attachment 5
Map of Surrounding Uses
Siena at San Marco Residential Subdivision, AP-21-1584 (GP, PD/RZ, SUBD, ~~DR~~)

Project Site



Attachment 6

Addendum to the Subsequent Environmental Impact Report for the San Marco Development Plan (for Siena at San Marco, Units 16 and 17)

Available online at 37460005 Pittsburg Siena Village at San Marco (pittsburgca.gov)

City of Pittsburg
Community and Economic Development Department – Planning Division
65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the **CITY COUNCIL** of the City of Pittsburg will conduct a public hearing on:

DATE: **February 5, 2024**
TIME: **7:00 p.m.**
PLACE: **City Council Chamber at City Hall**
65 Civic Avenue, Pittsburg, California

Concerning the following matter:

Siena at San Marco Residential Subdivision (Units 16 and 17), AP-21-1584 (GP, PD/RZ, SUBD, DR)
This is a public hearing on a request to: 1) introduce and waive first reading of an ordinance approving an amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District; and 2) adopt a resolution approving a General Plan Map Amendment, Vesting Tentative Map for a 206-lot Major Subdivision and Design Review on an approximately 58-acre portion of the San Marco project site located immediately south of the Willow Pass Road interchange on State Route 4, near the westernmost edge of Pittsburg city limits in the PD-1362 (Planned Development, Ordinance No. 12-1362) district. Assessor's Parcel Nos. 091-050-072 and portion of 091-050-071.

Environmental Determination
A Final Supplemental Environmental Impact Report (SEIR) was prepared and certified in accordance with CEQA to examine the potential environmental effects of the original project (Final EIR for the San Marco Subdivision). The Pittsburg City Council certified the Final SEIR in Resolution No. 93-7888 on January 19, 1993, making the required findings under CEQA (State Clearinghouse No. 91073029). An Addendum to the certified Final SEIR has been prepared in accordance with CEQA Guidelines Section 15164 to address the proposed project (Siena at San Marco Units 16 and 17). The Addendum must be considered by the City Council with Planning Application No. AP-21-1584 (GP, PD/RZ, SUBD, DR).

PROJECT PLANNER: Alison Hodgkin, (925) 252-6987 or ahodgkin@pittsburgca.gov

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Why am I receiving this notice? You are receiving this notice because you have either previously requested notifications from the Planning Division, or a project has been proposed in your neighborhood and all property owners within a 300-ft. radius of the project site are required to be notified under the Pittsburg Municipal Code.

Where can I get more information about this project? The complete file for this project is available for public inspection; please contact the project planner listed above to make necessary arrangements.

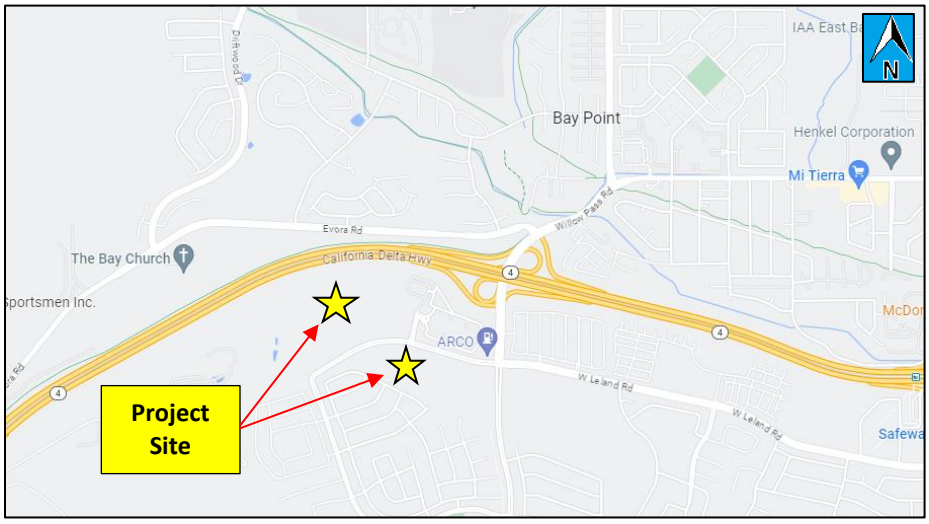
What can I do if I have comments on the project? Comments or objections to the project can be made by writing or through e-mailed testimony prior to the meeting or provided orally during the meeting. Written comments citing the project name may be emailed to the project planner listed above or may be mailed or delivered to Pittsburg Planning Division, 65 Civic Avenue, Pittsburg, CA 94565.

Pursuant to Section 65009 of the California Government Code, if you challenge this matter in court, you may be limited to those issues you or someone else raised at the public hearing described in this notice, or in written correspondence on the matter delivered to this agency at, or prior to the public hearing. Any written correspondence delivered to the Planning Division before the hearing body's action on the matter will become a part of the administrative record.

Para información en español:
(925) 252-4920

JOHN FUNDERBURG, SECRETARY
PITTSBURG PLANNING COMMISSION

Project Title: Siena at San Marco Residential Subdivision, AP-21-1584 (GP, PD/RZ, SUBD, DR)
Location: Immediately south of Willow Pass Road interchange on State Route 4, near the westernmost edge of Pittsburg city limits. Assessor's Parcel Nos. 091-050-072 and a portion of 091-050-071.





City of Pittsburg
Community and Economic Development Department - Planning Division
65 Civic Avenue
Pittsburg, CA 94565

NOTICE OF PUBLIC HEARING

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: December 18, 2023

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

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

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

Mayor Banales called the special meeting, Joint City Council and Planning Commission workshop to order at 5:42 P.M. in the Council Chamber at City Hall, 65 Civic Avenue Pittsburg, CA. The special meeting adjourned at 6:50 P.M.

Mayor Banales called the regular meeting, to order at 7:10 P.M. in the Council Chamber at City Hall, 65 Civic Avenue Pittsburg, CA.

ROLL CALL

Member Adams was absent and excused.

PLEDGE OF ALLEGIANCE

Mayor Banales led the Pledge of Allegiance.

CITY MANAGER REPORTS/REMARKS

Assistant City Manager Aliotti gave an update on Community Events, as well as the winter closure of City offices.

PUBLIC COMMENTS

Comments regarding an incident of harassment by a Karate Dojo within the City of Pittsburg we received from:

John Felipe
Alfonso Gomez
Clinnon Jackson
Allen Nunley

Comments regarding rent stabilization, tenant rights and having this topic on future agenda were received from:

Katherine Walley
Tachina Garrett
Nicole Arrington

COMMITTEE REPORTS

Vice Mayor Killings attended the Pittsburg Arts and Community Foundation (PACF), the Community and Economic Development /Waterfront and the Los Medanos Health Advisory Committee meetings.

Council Member Scales-Preston attended the Finance and the Los Medanos Health Advisory Committee meetings.

CITY COUNCIL MEETING

CONSIDERATION

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

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

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

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

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

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

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

Bruce Ohlson, Pittsburg, spoke in favor of this item.

Sarah Foster, Pittsburg, noted that a master arborist would be beneficial on this item.

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

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

CONFLICT OF INTEREST STATEMENT

There were no conflict of interests statements. City Manager Evans pulled item #14 from the consent calendar. He noted it would be brought back at a later date.

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

On Motion by member Scales-Preston, seconded by Vice Mayor Killings and adopted by the following vote:

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

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

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

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

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

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

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

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

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

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

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

18. Adoption of a Southwest Geological Hazard Abatement District II (GHAD II) Resolution

Authorizing a Maintenance Agreement with Del Conte's Landscaping, Inc.

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

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

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

Council Member Scales-Preston mentioned she was pleased with all the Christmas events happening in Pittsburg. She gave a special shoutout to the Police Activities League (PAL) for the shopping with a Cop event.

ADJOURNMENT

The meeting was adjourned at 8:04 P.M. to January 16, 2024.

Respectfully submitted,

Alice E. Evenson, City Clerk

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: January 16, 2024

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

CITY COUNCIL/AGENCY MEMBERS
Juan Antonio Banales, Mayor/Chair
Jelani Killings, Vice-Mayor/Chair
Dionne Adams, Council/Agency Member
Angelica Lopez, Council/Agency Member
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APPOINTED OFFICIALS
Garrett Evans, City Manager/Executive Director
Donna Mooney, City Attorney/Legal Counsel
Alice E. Evenson, City Clerk/Agency Secretary (elected)
Nancy Parent, City Treasurer (elected)

Vice Mayor Banales called the regular meeting to order at 7:31 P.M. in the Council Chamber at City Hall, 65 Civic Avenue Pittsburg, CA after having convened at 6:00 P.M. for the following Closed Session:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Section 54956.8: Property:4000-4004 Railroad Avenue; City negotiators: Garrett Evans, Maria Aliotti
Negotiating party: Contra Costa County Tax-Defaulted Properties; Under negotiation: Price and terms of payment

2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Initiation of litigation pursuant to Section 54956.9(d)(4):
Number of cases: One

City Attorney Mooney stated the City Council provided direction to staff. There were no reportable actions taken for either item.

ROLL CALL

Member Lopez was absent and excused.

PLEDGE OF ALLEGIANCE

Mayor Banales led the Pledge of Allegiance.

PROCLAMATIONS

3. Martin Luther King Jr. Day

4. Human Trafficking Awareness Month

City Manager Evans stated that Proclamations were published as part of the agenda and would be posted on the City's website and Social Media accounts as appropriate.

CITY MANAGER REPORTS/REMARKS

City Manager Evans noted for the record that Item #10, the Recognized Obligation Payment Schedule on the consent calendar had corrections which were available at the Dais for public review.

Assistant City Manager Aliotti mentioned the two City Council Workshops that were taking place on Friday, January 19, 2024, and Saturday, January 20, 2024. She also gave an update on Community Events.

PUBLIC COMMENTS

Comments regarding rent stabilization, tenant rights and having this on the November ballot were received from:

Linda Lewis
Tana Casimiro
Augusta Kelly
Azi Carter

COMMITTEE REPORTS

Council Member Scales-Preston attended the Public Safety Subcommittee meeting.

PUBLIC HEARING

5. Adoption of a City Council Resolution Authorizing Use of the Bond Opportunities for Land Development ("BOLD") Program and Authorizing the California Municipal Finance Authority to Accept Applications from Property Owners, Conduct Proceedings and Levy Special Taxes Within the Territory of the City of Pittsburg Pursuant to the Mello-Roos Community Facilities Act of 1982, as Amended; and Authorizing Related Actions.

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

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

CONFLICT OF INTEREST STATEMENT

There were no conflict of interests statements.

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

Bruce Ohlson, Pittsburg, spoke in favor of item #6 on the consent calendar and thanked staff who worked on this project.

On Motion by member Scales-Preston, seconded by Member Adams and adopted by the following vote:

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

6. Adoption of Two City Council Resolutions to: 1) Accept an OBAG-II Grant; and 2) Accept the Plans and Specifications, Decline to Waive Bid Irregularity, and Award Project 2231-West Leland Road and Loveridge Road Phase II Rehabilitation.

7. Adoption of a City Council Resolution Accepting Project 5515 - Basin 3 Dredge as Complete and Authorizing the City Engineer to File a Notice of Completion.

8. Adoption of a City Council Resolution Accepting Project 1802 - Police Department Electric Vehicle Chargers as Complete and Authorizing the City Engineer to File a Notice of Completion.

9. Adoption of a City Council Resolution Allocating Fiscal Year 2022-2023 Measure M Surplus and Measure M Reserve Funds for the Repair and Replacement of Amusement Rides at Small World Park.

10. Adoption of a Successor Agency Minute Order Approving the July 1, 2024 – June 30, 2025, Recognized Obligation Payment Schedule.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

There were no remarks from Council Members.

ADJOURNMENT

The meeting was adjourned at 7:59 P.M. to January 19, 2024, City Council Goals Workshop part 1.

Respectfully submitted,

Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Accepting Project 2241 - East Leland Road Pavement Maintenance as Complete and Authorize the City Engineer to File a Notice of Completion

MEETING DATE: February 5, 2024

EXECUTIVE SUMMARY

Project 2241 - East Leland Road Pavement Maintenance (the "Project") facilitated pavement rehabilitation on East Leland Road. This resolution will accept the construction contract as complete and authorize the City Engineer to file a Notice of Completion.

FISCAL IMPACT

The Project was funded with $2,000,000 from the RMRA Funds and $200,000 from HUTA Funds for a total project budget of $2,200,000.

The City entered a construction contract with Bay Cities Paving & Grading Inc., for $1,858,000. The final construction cost for the Project is $1,721,517.11. After payment of all expenditures for design, construction, release of retention, and project close out, the total anticipated expenditures for the Project are $1,773,147. Unspent dollars pertaining to the Project will be returned to the source of funding.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution accepting the Project as complete and authorizing the City Engineer to execute a Notice of Completion.

BACKGROUND

On July 18, 2022, the City Council adopted a Resolution No. 22-14125 approving the Annual Budget and Five-Year Capital Improvement Program for Fiscal Years 2022/23 through 2026/27 allocating $1,000,000 from the RMRA fund (Fund 228) and $200,000 from the HUTA fund (Fund 203) to the Project.

On June 19, 2023, the City Council adopted Resolution No. 23-14318 approving the Annual Budget and Five-Year Capital Improvement Program for Fiscal Years 2023/24 through 2027/28 allocating $700,000 from the RMRA Fund (Fund 228), making the total approved Project budget of $1,900,000.

On July 12, 2023, the Project was advertised for construction. On August 4, 2023, bids for construction of the Project were opened, four (4) bids were received, and Bay Cities Paving & Grading Inc., was the lowest responsive responsible bidder with a base bid of $1,858,000.

On August 21, 2023, the City Council adopted Resolution No. 23-14359 accepting the plans and specifications, approving and allocating an additional $300,000 RMRA funds to the Project, and awarding Project 2241-East Leland Pavement Maintenance Project to Bay Cities Paving & Grading Inc., in the amount of $1,858,000. On November 30, 2023, the contractor reached substantial completion of the Project, and the one-year warranty period began.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The City performs maintenance and rehabilitation efforts on arterial roads such as East Leland Road to extend the useful life of the road and improve driving conditions. During construction, there was a total of three (3) contract change orders issued in the combined amount of -$136,482.89 for a total construction contract amount of $1,721,517.11.

Project 2241 E Leland Road Pavement Maintenance

Project Funding		
2241	Fund #228 Gas Tax (RMRA)	$2,000,000
	Fund #203 Gas Tax	$200,000
	Funding Total	**$2,200,000**
Project Expenditures:		
Construction:	Construction	$1,721,517
	Advertising	$630
	Material Testing	$3,000
	Subtotal	$1,725,147
Staff Time:	Staff Design	$12,000
(Code 1101)	Staff Construction Management	$12,000
	Subtotal	$24,000
Admin:	Staff Design	$12,000
(Code 2372)	Staff Construction Management	$12,000
	Subtotal	$24,000
	Estimated Total Expenditures	**$1,773,147**

ATTACHMENTS: Resolution

Report Prepared By: Savon Reese, Assistant Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting Project 2241 - East Leland Road Pavement Maintenance as Complete and Authorizing the City Engineer to File a Notice of Completion	))))	RESOLUTION NO. 24-

WHEREAS, Project 2241-East Leland Road Pavement Maintenance Project (the "Project") rehabilitated the pavement on East Leland Road; and

WHEREAS, on July 18, 2022, the City Council adopted Resolution No. 22-14125 approving the Annual Budget and Five-Year Capital Improvement Program for Fiscal Years 2022/23 through 2026/27 allocating $1,000,000 from the RMRA fund (Fund 228) and $200,000 from the HUTA fund (Fund 203) to the Project; and

WHEREAS, on June 19, 2023, the City Council adopted Resolution No. 23-14318 approving the Annual Budget and Five-Year Capital Improvement Program for Fiscal Years 2023/24 through 2027/28 allocating $700,000 from the RMRA fund to the Project; and

WHEREAS, on July 12, 2023, staff advertised the Project for construction bids; and

WHEREAS, on August 4, 2023, construction bids for the Project were opened, four (4) bids were received, and Bay Cities Paving & Grading, Inc., was the lowest responsive responsible bidder with a base bid in the amount of $1,858,000; and

WHEREAS, on August 21, 2023, the City Council adopted Resolution No. 23-14359 accepting the plans and specifications, approving and allocating an additional $300,000 in RMRA funds, and awarding Project 2241-East Leland Pavement Maintenance Project to Bay Cities Paving & Grading Inc., in the amount of $1,858,000; and

WHEREAS, there were three (3) contract change orders in the combined amount of -$136,482.89 for a total construction contract amount of $1,721,517.11; and

WHEREAS, on November 30, 2023, the contractor reached substantial completion and the one-year warranty period began; and

WHEREAS, the total anticipated expenditures for the Project including design, construction, and staff costs are $1,773,147. Unspent dollars pertaining to the Project will be returned to the source of funding.

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

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 5th day of February 2024 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST BY:

_____
Alice E. Evenson, City Clerk

Project 2241 E Leland Road Pavement Maintenance

Project Funding

2241	Fund #228 Gas Tax (RMRA)	$2,000,000
	Fund #203 Gas Tax	$200,000
	Funding Total	**$2,200,000**

Project Expenditures:

Construction:	Construction	$1,721,517
	Advertising	$630
	Material Testing	$3,000
	Subtotal	$1,725,147
Staff Time:	Staff Design	$12,000
(Code 1101)	Staff Construction Management	$12,000
	Subtotal	$24,000
Admin:	Staff Design	$12,000
(Code 2372)	Staff Construction Management	$12,000
	Subtotal	$24,000
	Estimated Total Expenditures	**$1,773,147**

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Accepting Project 2033 - Loveridge Road Maintenance Project as Complete and Authorize the City Engineer to File a Notice of Completion

MEETING DATE: February 5, 2024

EXECUTIVE SUMMARY

Project 2033 - Loveridge Road Maintenance Project (the "Project") facilitated pavement rehabilitation on Loveridge Road. This resolution will accept the construction contract as complete and authorize the City Engineer to file a Notice of Completion.

FISCAL IMPACT

The Project was funded with $225,000 from Measure M Funds (Resolution No. 22-14125) and $1,225,000 from RMRA Funds (Resolution No. 23-14318) for a total Project budget of $1,450,000.

The City entered into a construction contract with Bay Cities Paving & Grading Inc., for $1,072,042 (Resolution No. 23-14359). The final construction cost for the Project is $1,029,564.67. After payment of all expenditures for design, construction, release of retention, and project close out, the total anticipated expenditures for the Project are $1,091,200. Unspent dollars pertaining to the Project will be returned to the source of funding.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution accepting the Project as complete and authorizing the City Engineer to execute a Notice of Completion.

BACKGROUND

On July 18, 2022, the City Council adopted Resolution No. 22-14125 approving the Annual Budget and Five-Year Capital Improvement Program for Fiscal Years 2022/23 through 2026/27 allocating $225,000 from the Measure M Fund.

On June 19, 2023, the City Council adopted Resolution No. 23-14318 approving the Annual Budget and Five-Year Capital Improvement Program for Fiscal Years 2023/24 through 2027/28 allocating $1,225,000 from the RMRA Fund (Fund 228), making the total approved project budget of $1,450,000.

On July 12, 2023, the Project was advertised for construction. On August 4, 2023, bids for construction of the Project were opened, six (6) bids were received, and Bay Cities Paving & Grading Inc., was the lowest responsive responsible bidder with a base bid of $1,072,042.

On August 21, 2023, the City Council adopted Resolution No. 23-14359 accepting the plans and specifications, and awarding Project 2033-Loveridge Road Maintenance Project to Bay Cities Paving & Grading Inc., in the amount of $1,072,042. On November 30, 2023, the contractor reached substantial completion of the Project, and the one-year warranty period began.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The City performs maintenance and rehabilitation efforts on arterial roads such as Loveridge Road to extend the useful life of the road and to improve driving conditions. During construction, there was a total of three (3) contract change orders issued in the combined amount of -$42,477.33 for a total construction contract amount of $1,029,564.67.

Project 2033, Loveridge Road Maintenance Project

Project Funding		
2033	Fund Measure M	$225,000
	Fund #228 Gas Tax (RMRA)	$1,225,000
	Funding Total	**$1,450,000**
Project Expenditures:		
Construction:	Construction	$1,029,565
(Code 2281)	Advertise	$635
	Material Testing	$5,000
	Subtotal	$1,035,200
Staff Time:	Staff Design	$14,000
(Code 1101)	Staff Construction Management	$14,000
	Subtotal	$28,000
Admin:	Staff Design	$14,000
(Code 2372)	Staff Construction Management	$14,000
	Subtotal	$28,000
	Estimated Total Expenditures	**$1,091,200**

ATTACHMENTS: Resolution

Report Prepared By: Savon Reese, Assistant Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting Project 2033 - Loveridge Road Maintenance Project as Complete and Authorizing the City Engineer to File a Notice of Completion	))))	RESOLUTION NO. 24-

WHEREAS, Project 2033-Loveridge Road Maintenance Project (the "Project") rehabilitated the pavement on Loveridge Road; and

WHEREAS, on July 18, 2022, the City Council adopted Resolution No. 22-14125 approving the Annual Budget and Five-Year Capital Improvement Program for Fiscal Years 2022/23 through 2026/27 allocating $225,000 from the Measure M fund; and

WHEREAS, on June 16, 2023, the City Council adopted Resolution No. 23-14318 approving the Annual Budget and Five-Year Capital Improvement Program for Fiscal Years 2023/24 through 2027/28 allocating $1,225,000 from the RMRA fund to the Project; and

WHEREAS, on July 12, 2023, staff advertised the Project for construction bids; and

WHEREAS, on August 4, 2023, construction bids for the Project were opened, six (6) bids were received, and Bay Cities Paving & Grading, Inc., was the lowest responsive responsible bidder with a base bid in the amount of $1,072,042.00; and

WHEREAS, on August 21, 2023, the City Council adopted Resolution No. 23-14360 accepting the plans and specifications, and awarding Project 2033-Loveridge Road Maintenance Project; and

WHEREAS, there were three (3) contract change orders in the combined amount of -$42,477.33 for a total construction contract amount of $1,029,564.67; and

WHEREAS, on November 30, 2023, the contractor reached substantial completion and the one-year warranty period began; and

WHEREAS, the total anticipated expenditures for the Project including design, construction, and staff costs are $1,091,200. Unspent dollars pertaining to the Project will be returned to the source funding.

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

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 5th day of February 2024 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST BY:

_____
Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the Extension of an Agreement with Darktrace for 4 years for their Detect & Respond System for Citywide Usage

MEETING DATE: February 5, 2024

EXECUTIVE SUMMARY

The City Manager recommends the extension of the existing agreement between the City of Pittsburg and Darktrace to subscribe to their DETECT & RESPOND systems for usage by all City departments for a period of 4 years.

FISCAL IMPACT

The cost of the systems will be $52,601.69 per year with a four-year term, as detailed in the following table.

Item #	Description	Annual Payments	Total Payments Over 4 Years
1	Darktrace DETECT & RESPOND system for the Police department (350 Devices)	$ 16,851.50	$ 67,406.00
2	Darktrace DETECT & RESPOND system for other City departments (650 Devices)	$ 31,296.50	$ 125,186.00
3	Sales/Use Tax for the purchase (@9.25% for items 1 and 2)	$ 4,453.69	$ 17,814.76
	Total:	**$ 52,601.69**	**$ 210,406.76**

Fiscal Year 2023-24 Information Technology budget includes $50,000 for the Darktrace system. The additional cost for this fiscal year will be funded by the departmental budget savings.

RECOMMENDATION

Approve the Resolution and authorize the City Manager to extend the current agreement between the City of Pittsburg and Darktrace for 4 years.

BACKGROUND

The City has multiple layers of protection for the Information Technology infrastructure. The City has been using the Darktrace system since March 2021. Darktrace has been at the cutting edge of Cyber AI technologies for the past 10 years. Their flagship product, Darktrace DETECT & RESPOND, which is based on AI technologies, can spot the subtle signs of an attack within seconds of it emerging and respond to such attacks autonomously. Currently Darktrace has 9,000 customers worldwide, 2,000+ employees and 100+ worldwide offices. The Darktrace DETECT & RESPOND system is installed in many private and municipal organizations in the United States.

In the past few years, there has been several instances of ransomware attacks on government IT infrastructure in the region, state, country, and world. These attacks continue to grow over time and the City needs to be vigilant and prepared in terms of preventing such attacks. Darktrace systems are an essential piece of the City's preparedness for thwarting these types of attacks.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City decided to use Darktrace systems because of its AI based approach in detecting and responding to threats in real time. It differs from the signature-based approach of other systems available in the market, in a fundamental way.

The Darktrace system allows the City to monitor the inside traffic network in an intelligent manner. Darktrace's self-learning technology works by analyzing raw network traffic and using machine learning and AI algorithms to form an evolving understanding of 'normal' for every user, device, and network in an organization. Based on this 'pattern of life', the Darktrace System can identify 'abnormal' activity and detect emerging threats in real time.

Darktrace automates cyber defense with a unique 'self-learning' approach and design principle. More critically than ever, Darktrace's self-learning approach means that the system can dynamically adapt to changing processes and infrastructure, keeping systems safe. Thus, Darktrace System helps the City secure its IT infrastructure.

The COVID-19 pandemic has fundamentally changed how IT infrastructure is being accessed by staff. As the City has adjusted to the increased level of remote working, the security of IT infrastructure has been subjected to additional challenges. Darktrace System protects against many of these challenges.

Darktrace's network security system has been a reliable component of the City's IT security system for the past three years. It has proven to be a reliable and efficient solution for safeguarding networks from threats. Darktrace's AI-powered technology provides a comprehensive approach to threat detection and response, giving the City complete visibility and insight into potential risks. One of the critical features of Darktrace is its autonomous response system, capable of stopping emerging threats at machine speed. Its proactive and adaptive approach toward firewall protection has been a significant asset. It continuously analyzes traffic patterns and behaviors, detecting anomalies and identifying potential threats in real-time. Overall, Darktrace has enhanced resilience and safeguarded data and assets against potential cyber threats.

ATTACHMENTS: Darktrace Product Order Form 134396-202312-20-953050 (for the Police department)

Darktrace Product Order Form 134395-202312-22-953039 (for all the other departments)

Resolution

Report Prepared By: Jitendra Kaneria, Deputy Chief Information Systems Officer

Reviewed By: Paul Rodrigues, Director of Finance

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Extension of Agreement)
With Darktrace for their DETECT &) RESOLUTION NO. 24-
RESPOND Systems for 4 Years)

WHEREAS, the City of Pittsburg wishes to enhance the level of cyber security and reduce the risk of ransomware attacks on the City's information technology systems; and

WHEREAS, Darktrace has developed and implemented a DETECT & RESPOND system (cyber security threat detection system) which can prevent or mitigate cyber security attacks; and

WHEREAS, Darktrace has been providing services through these systems to the City of Pittsburg since March 2021.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the extension to the existing agreement with Darktrace for four years for the procurement of their DETECT & RESPOND systems.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 5th day of February 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Customer Name:	City of Pittsburg	**Product Order Form:**	134396-202312-20-953050
Shipping Address:	65 Civic Ave, Pittsburg, CA 94565	**Date Prepared:**	2023/12/20
Invoice Address:	65 Civic Ave, Pittsburg, CA 94565	**Expiry Date:**	2024/02/29
Attn:	Jitendra Kaneria		
Email:	jkaneria@pittsburgca.gov		

Darktrace Offering :

Product/Services Description	Quantity	Subscription Period (months)	Start Date	End Date	Annual Customer Price USD	Extended Customer Price USD
COMBINED COVERAGE *[Not Ordered]*						
PREVENT *[Not Ordered]*						
DETECT						
Network						
Darktrace DETECT/Network	350 Devices	48.0	2024-03-01	2028-02-29		
RESPOND						
Network						
Darktrace RESPOND/Network	350 Devices	48.0	2024-03-01	2028-02-29		
Cyber AI Analyst *[for Network]*						
DEPLOYMENT USAGE FEES						
Darktrace Deployment Usage Fees/Appliance (Medium)	1	48.0	2024-03-01	2028-02-29		
Subscription period commencing on 2024/03/01 ("Commencement Date")						
Installation Services						
Standard Support Services						
TRAINING						
eLearning Training						
Public Online Training						
					16,852	67,406
TOTAL						**67,406**

Terms and Conditions:	
1	From the Commencement Date, this Product Order Form will renew the license granted by Product Order Form No. 46188-202101-26-736755-LR (the "Prior Order"). This Product Order Form renews the Term of the Prior Order for an additional forty-eight (48) months upon the expiration of the Prior Order. Pursuant to the Prior Order, Customer is already in possession of the Appliance, and shall not receive any additional Appliances in connection with this Product Order Form. By signing this Product Order Form, issuing a purchase order referencing this Product Order Form or otherwise accessing or using the Offering, the Customer's use of the Offering shall be subject to the Darktrace Master Services Agreement included in the Appliance as agreed by Customer and Darktrace on 22 February 2021.
2	The Appliance(s) are for use with respect to the Customer's applicable bandwidth throughput, number of connected devices and connections per minute as set out in the applicable Product Data Sheet (https://darktrace.com/resources/contract-data-sheets.zip) (the "Appliance Specifications"). Should the Appliance Specifications be exceeded, additional Fees shall be payable. The Software is limited to 350 (three hundred and fifty) Devices in use on the Customer network (the "Device Limit"). For the purposes of this calculation a "Device" is a unique Internet Protocol address (IP address), tied to a piece of equipment, apparatus, or instrument, virtual or physical; that is monitored, modelled and visible in the Threat Visualizer within a given 7 day time frame. Should the Device Limit be exceeded, additional Fees shall be payable.
3	Fees are exclusive of any applicable sales tax, goods and services tax, withholding tax or VAT. Fees will be invoiced annually in advance from the Commencement Date. Payment terms Net 30.
4	If Customer requires a purchase order, it must be sent at the time of acceptance of this Product Order Form and be for the full contract value. If it is not received, Darktrace shall be entitled to invoice without it.
5	Acceptance of this Product Order Form is expressly limited to the terms of Darktrace's offer. Once accepted, the terms and conditions of this Product Order Form and the Agreement will be the complete and exclusive statement of the agreement between the parties. Any modifications proposed by Customer are expressly rejected by Darktrace and shall not become part of the Agreement in the absence of Darktrace's written acceptance.
6	This Product Order Form may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Transmission of the executed counterpart of this Product Order Form by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart.

For Customer

Signature:

Name:

Job Title:

Signature Date: _____
("Effective Date")

For Darktrace:

Signature:

Name:

Job Title:

Signature Date:

Customer Name:	City of Pittsburg	**Product Order Form:**	134395-202312-22-953039
Shipping Address:	65 Civic Ave, Pittsburg, CA 94565	**Date Prepared:**	2023/12/22
Invoice Address:	65 Civic Ave, Pittsburg, CA 94565	**Expiry Date:**	2024/02/29
Attn:	Jitendra Kaneria		
Email:	jkaneria@pittsburgca.gov		

Darktrace Offering :

Product/Services Description	Quantity	Subscription Period (months)	Start Date	End Date	Annual Customer Price USD	Extended Customer Price USD
COMBINED COVERAGE *[Not Ordered]*						
PREVENT *[Not Ordered]*						
DETECT						
Network						
Darktrace DETECT/Network	650 Devices	48.0	2024-03-01	2028-02-29		
RESPOND						
Network						
Darktrace RESPOND/Network	650 Devices	48.0	2024-03-01	2028-02-29		
Cyber AI Analyst *[for Network]*						
DEPLOYMENT USAGE FEES						
Darktrace Deployment Usage Fees/Appliance (Medium)	1	48.0	2024-03-01	2028-02-29		
Subscription period commencing on 2024/03/01 ("Commencement Date")						
Installation Services						
Standard Support Services						
TRAINING						
eLearning Training						
Public Online Training						
Private Training (Remote)	2 Sessions					
					31,297	125,186
TOTAL						**125,186**

Terms and Conditions:	
1	**From the Commencement Date, this Product Order Form will renew the license granted by Product Order Form No. 46182-202101-26-632454-TC (the "Prior Order"). This Product Order Form renews the Term of the Prior Order for an additional forty-eight (48) months upon the expiration of the Prior Order.** By signing this Product Order Form, issuing a purchase order referencing this Product Order Form or otherwise accessing or using the Offering, the Customer's use of the Offering shall be subject to the Darktrace Master Services Agreement included in the Appliance, **as agreed between Customer and Darktrace on 22 February 2021.** Customer is in possession of the Appliance(s) listed above and shall not receive additional such Appliance(s) pursuant to this Product Order Form.
2	The Appliance(s) are for use with respect to the Customer's applicable bandwidth throughput, number of connected devices and connections per minute as set out in the applicable Product Data Sheet (https://darktrace.com/resources/contract-data-sheets.zip) (the "Appliance Specifications"). Should the Appliance Specifications be exceeded, additional Fees shall be payable. The Software is limited to 650 (six hundred and fifty) Devices in use on the Customer network (the "Device Limit"). For the purposes of this calculation a "Device" is a unique Internet Protocol address (IP address), tied to a piece of equipment, apparatus, or instrument, virtual or physical; that is monitored, modelled and visible in the Threat Visualizer within a given 7 day time frame. Should the Device Limit be exceeded, additional Fees shall be payable.
3	Fees are exclusive of any applicable sales tax, goods and services tax, withholding tax or VAT. Fees will be invoiced annually in advance from the Commencement Date. Payment terms Net 30.
4	If Customer requires a purchase order, it must be sent at the time of acceptance of this Product Order Form and be for the full contract value. If it is not received, Darktrace shall be entitled to invoice without it.
5	Acceptance of this Product Order Form is expressly limited to the terms of Darktrace's offer. Once accepted, the terms and conditions of this Product Order Form and the Agreement will be the complete and exclusive statement of the agreement between the parties. Any modifications proposed by Customer are expressly rejected by Darktrace and shall not become part of the Agreement in the absence of Darktrace's written acceptance.
6	This Product Order Form may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Transmission of the executed counterpart of this Product Order Form by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart.

For Customer

Signature:

Name:

Job Title:

Signature Date: _____
("Effective Date")

For Darktrace:

Signature:

Name:

Job Title:

Signature Date:

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Accept Grant Funds from Keller Canyon Mitigation Fund for Fiscal Year 2023/24 Recreation Programs

MEETING DATE: February 5, 2024

EXECUTIVE SUMMARY

The City of Pittsburg has been awarded grants totaling $40,500 supporting recreation programs at the Buchanan Swim Center and the Senior Community Center. Staff is requesting adoption of a resolution to accept the grants and allocate the funds to the Fiscal Year 2023/24 Recreation budget.

FISCAL IMPACT

If approved, the resolution will authorize allocation of the $40,500 in grant funds to the Fiscal Year 2023/24 Recreation Department grant budget under Fund 299-42191 (Miscellaneous Grants – Recreation). No additional expenditure from the General Fund is required for the receipt of the grants since no matching funds are required.

RECOMMENDATION

City Council adopt the attached resolution authorizing acceptance of the grants and allocation of the additional $40,500 to the Fiscal Year 2023/24 Recreation budget.

BACKGROUND

Staff applied for and was awarded grant funding from the Keller Canyon Mitigation Fund to support four programs at the Senior Community Center and one program at the Buchanan Community Center. The Keller Canyon Mitigation Fund is administered by Contra Costa County.

SUBCOMMITTEE FINDINGS

This item was not brought before a subcommittee.

STAFF ANALYSIS

The Keller Canyon Mitigation Fund grants must provide services that fall within one of the broad categories previously approved by the Contra Costa County Board of Supervisors:

- Code Enforcement
- Community Beautification
- Community Services
- Public Safety (including Public Health)
- Youth Services

Additionally, services funded by the Keller Canyon Mitigation Fund must be offered in the mitigation area, which includes the unincorporated community of Bay Point, the City of Pittsburg, and the City of Antioch. The Keller Canyon Mitigation Fund grant will support specialized recreation services for senior citizens and youth, allowing opportunities for socialization and improved quality of life.

The Pittsburg Senior Center was approved for a $4,500 grant to provide Senior Art Therapy classes which utilize creative arts to help individuals cope with mental and physical stress through understanding, management, and expression. The Food, Fun and Fellowship program was approved for a $8,000 grant to offset the costs of providing lunchtime dances and tournaments (poker, cards, and dominoes) at the Senior Center. This program is in partnership with Café Costa.

The Pittsburg Senior Center was also approved for a $8,000 grant to assist with the production and distribution of a printed newsletter to the senior community. An additional $10,000 grant was approved to offset the costs of providing three annual events: Winter Ball, Health Fair, and Fashion Show.

The Pittsburg Aquatic program was approved for a $10,000 grant to provide free swim lessons that will introduce children, ages 3 to 14, that are overweight or at risk for obesity and unable to learn ARC swim safety.

ATTACHMENTS: Resolution
Funding Memorandum of Understanding Agreement Project #16
Funding Memorandum of Understanding Agreement Project #17
Funding Memorandum of Understanding Agreement Project #18
Funding Memorandum of Understanding Agreement Project #19
Funding Memorandum of Understanding Agreement Project #20

Report Prepared By: Kolette Simonton, Director of Recreation

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting Grant Funds from the Keller Canyon Mitigation Fund for Fiscal Year 2023/24 Recreation Programs

RESOLUTION NO. 24-

WHEREAS, the City applied for and was awarded five grants totaling $40,500 from the Keller Canyon Mitigation Fund, administered by Contra Costa County, to support recreation programs; and

WHEREAS, the Pittsburg Senior Center was approved for a grant of $4,500 to provide Senior Art Therapy classes which utilizes creative arts to help individuals cope with mental and physical stress through understanding, management, and expression; and

WHEREAS, the Food, Fun and Fellowship program, in partnership with Café Costa, was approved for an $8,000 grant to offset the costs of providing lunchtime dances and tournaments (poker, cards, and dominoes) at the Senior Center; and

WHEREAS, the Pittsburg Senior Center was approved for an $8,000 grant to assist with the production and distribution of a printed newsletter to the senior community; and

WHEREAS, an additional $10,000 grant was approved to offset the costs of providing three annual events: Winter Ball, Health Fair, and Fashion Show at the Senior Center; and

WHEREAS, the Pittsburg Aquatic program was approved for a $10,000 grant to provide an opportunity for children ages 3 to 14 to learn ARC swim safety through free swim lessons at Buchanan Swim Center; and

WHEREAS, the City wishes to accept these grants and allocate the funds to the Fiscal Year 2023/24 Recreation Department grant budget (Fund 299-42191).

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby accepts the $40,500 grant funds from the Keller Canyon Mitigation Fund and allocates the funds to the Recreation Department grant budget for Fiscal Year 2023/24.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 5th day of February, 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

FUNDING MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF CONTRA COSTA AND CITY OF PITTSBURG FOR THE FUN FOOD AND FELLOWSHIP

This memorandum of understanding ("MOU") is dated as of July 1, 2023 (the "Effective Date"), and is between the County of Contra Costa (the "County") and City of Pittsburg ("Recipient").

RECITALS

A. In 1990, the Contra Costa County Board of Supervisors (Board) approved the Keller Canyon Landfill land use permit and franchise agreement, and established mitigation fees to mitigate the impacts of the landfill. The Board subsequently established the Keller Canyon Mitigation Fund (KCMF) to administer the allocation of these mitigation funds, which may be allocated by the Board in its sole discretion. The current program/project service categories considered for funding from the KCMF include youth services, code enforcement, public safety, community beautification, and community services.

B. On August 15, 2023, the Board of Supervisors considered an allocation plan for the KCMF, for the period July 1, 2023, through June 30, 2024 (the "Funding Period").

   At the August 15, 2023 meeting, the Board of Supervisors approved an allocation of $8,000.00 to Recipient during the Funding Period, for the Fun Food and Fellowship (the "Project"). The Project is described in Schedule 1, attached hereto (the "Service Plan"). The Project meets the most recent policies governing the implementation and administration of the KCMF.

AGREEMENT

1. Payment of Funds. The County shall contribute up to $8,000.00 (the "County Contribution") to Recipient, on a cost-reimbursement basis, for Recipient's use toward the Project. The County Contribution will be made in accordance with the payment schedule set forth in Schedule 2, attached hereto.

2. Use of Funds. Recipient shall use the County Contribution solely for the Project, as specified in the Schedule 1 - Service Plan.

3. Right to Withhold. County has the right to withhold payment to Recipient when, in the opinion of County, expressed in writing to Recipient, (a) Recipient's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Recipient has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Recipient has failed to sufficiently itemize or document its demand(s) for payment.

4. Term and Termination. This MOU is effective on the Effective Date and remains in effect until June 30, 2024. The County may terminate this MOU at any time by giving written notice to Recipient if Recipient fails to properly perform any of its obligations under this MOU.

5. Progress Reports. Recipient shall submit progress reports, in the time, form, and manner set forth in the Service Plan, to the County's District 5 Supervisor, or his or her designee, detailing Recipient's accomplishments in carrying out the Service Plan and the Project.

6. Records; Audit. Recipient must keep and make available for inspection and copying by authorized representatives of the County, the Recipient's regular business records and such additional records pertaining to this MOU as may be required by the County. This provision is binding on the heirs, successors, assigns and representatives of Recipient.

    a. Retention of Records. Recipient must retain all documents pertaining to this MOU for five years from the date of submission of Recipient's final payment demand and until any audit is completed and exceptions resolved for the Funding Period. Upon request, Recipient must make these records available to authorized representatives of the County.

    b. Access to Books and Records. Recipient must, upon written request and until the expiration of five years after furnishing services pursuant to this MOU, make available to the County or any of its authorized representatives, the books, documents, and records of Recipient necessary to certify the nature and extent of all costs and charges incurred under this MOU.

    If Recipient carries out any of the duties of this MOU through a subcontract, the subcontract must contain a clause to the effect that upon written request and until the expiration of five years after furnishing services under the subcontract, the

subcontractor must make available to the County or any of its authorized representatives, the books, documents and records of the subcontractor necessary to verify the nature and extent of all costs and charges incurred under the subcontract.

c. Audit. Recipient shall make its records available for, and an audit may be required by, the County. If an audit is required, Recipient must provide the County with the audit.

d. Inspection. Recipient's performance, place of business, and records pertaining to this MOU are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

7. Modification. This MOU may be modified only with the written approval of both parties.

8. Hold Harmless. Recipient shall fully defend, hold harmless, and indemnify the County, its officers, agents and employees against any and all claims, demands, damages, costs, expenses and liability arising out of this MOU [and arising out of the design, implementation and/or construction of the Project], except for liability arising out of the sole negligence or willful misconduct of the County, its officers, agents or employees. This section shall survive the termination of this MOU.

9. Insurance. During the term of this MOU and any extension or modification thereof, Recipient shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in Schedule 3:

a. Commercial General Liability Insurance. Recipient will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of $500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Recipient under this MOU. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self -insurance program(s) will not be required to contribute to any loss covered under Recipient's insurance policy or policies.

b. Workers' Compensation. Contractor must provide workers' compensation insurance coverage for its employees.

c. Certificate of Insurance. The Recipient must provide County with (a) certificate(s) of insurance, evidencing liability and worker's compensation insurance as required herein no later than the effective date of this MOU. If Recipient should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the

coverage afforded through an endorsement to the policy at any time during the term of this MOU, then Recipient must provide (a) current certificate(s) of insurance.

d. Additional Insurance Provisions. No later than five days after Recipients receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Recipient's insurance coverage required by this MOU; or (ii) a notice of a material change to Recipient's insurance coverage required by this MOU, Recipient will provide County a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide County the notice as required by the preceding sentence is a violation of this MOU.

10. Notices: All correspondence regarding this MOU, including demands and notices, is to be directed to the following persons at the following addresses and telephone numbers:

County:
Daniel Davis, Planner
Department of Conservation & Development
County of Contra Costa
30 Muir Road, Martinez, CA 94553
(925) 655-2884
Daniel.Davis@dcd.cccounty.us

Recipient:
Joy Walker
City of Pittsburg
300 Presidio, Pittsburg, CA 94565
925-252-6985 | jwalker@pittsburgca.gov

11. Counterparts. The parties recognize and agree that separate counterpart signature pages may be used to execute this MOU, but that all such pages constitute one and the same MOU.

12. No Third-Party Beneficiaries. This MOU is intended solely for the benefit of the parties hereto and no third party will have any right or interest in any provision of this MOU or as a result of any action or inaction of any party in connection with this MOU.

13. Remedy. The sole remedy for violation of this MOU is specific performance of this MOU. The County and Recipient waive their respective rights to trial by jury of any claim or cause of action arising out of this MOU. The County and Recipient have no liability for damages to one another or to any other person or entity resulting from any violation of this MOU.

14. Authorization. Recipient, or the representative(s) signing this MOU on behalf of Recipient, represents and warrants that it has full power and authority to enter into this MOU and to perform the obligations set forth herein.

15. Entire MOU. This MOU contains the entire understanding of the parties relating to the subject matter of this MOU. No promise, representation, warranty or covenant not included in this MOU has been or is relied upon by any party.

The parties are signing this MOU as of the Effective Date.

CONTRA COSTA COUNTY		**RECIPIENT**	
By:	_____	By:	J Walker *(signature)*
Name:	John Kopchik	Name:	Joy Walker *(print)*
Title:	Director, Department of Conversation and Development	Title:	Recreation Supervisor

SCHEDULE 1
TO
FUNDING MEMORANDUM OF UNDERSTANDING
DATED JULY 1, 2023
SERVICE PLAN

Recipient: City of Pittsburg
Project Name: Fun Food and Fellowship

Project Description

For the past 14 years, the City Of Pittsburg has partnered with the Café Costa to put on the FUN, Food , Fellowship program. The program provides increased quality of life for seniors in Pittsburg and Bay Point by giving them a chance to socialize with their fellow senior at Pittsburg Senior Center. The program has eight main activities: Five dance/luncheons and three tournaments (pool, cards, and dominos) where seniors compete for bragging rights.

Tasks to be Performed by Recipient

Provide lunches/dances and game tournaments, hosted at the Senior Center, to seniors living in the City of Pittsburg and Bay Point.

Reporting

Recipient shall submit a progress report to the County's District 5 Supervisor, or his or her designee, by January 10, 2024, via the Benevity Grants web-based management platform. This report must provide updated information on the status of the Recipient's current KCMF allocation, Project milestones, Project objectives, and any modifications to the Project. Reports may include information on scheduling, personnel, budget projections, etc.

Recipient shall submit a final outcomes report to the County's District 5 Supervisor, or his or her designee, by July 31, 2024. This report must provide an assessment of how effective the Project was and indicate its results.

SCHEDULE 2
TO
FUNDING MEMORANDUM OF UNDERSTANDING
DATED JULY 1, 2023
PAYMENT SCHEDULE

Recipient:	City of Pittsburg
Project Name:	Fun Food and Fellowship
Total Reimbursement:	$8,000.00

Use of Keller Canyon Mitigation Funds

Personnel costs.

Payment Demands

Recipient shall submit a written demand(s) for payment on County Demand Form D-15 in the manner and form prescribed by County. This demand(s) shall document reimbursable expenditures that the Recipient has incurred during the Funding Period. It must also be accompanied with supporting documentation for the expenditures (e.g. receipts, timesheets, account statements, etc.). Recipient shall submit said demands for payment no later than 30 days from the end of the month in which the MOU services, upon which such demand is based, were actually rendered. Upon approval of payment demands by the head of the County department for which this MOU is made, or his or her designee, County will make payments as specified in Recitals E above.

Other Requirements

Recipient will ensure recognition of the Keller Canyon Mitigation Fund in providing services through this MOU.

The use of Keller Canyon Mitigation Funds for political advocacy is prohibited. Furthermore, Recipient warrants that all goods and services under this MOU will be available to all qualified persons, regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation/preference, and that none will be used, in whole or in part, for religious worship.

For programs serving youth, Recipient is strongly encouraged to participate in the annual Contra Costa County Supervisorial District 5 sponsored Youth Conference and Empowerment Summit.

FUNDING MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF CONTRA COSTA
AND
CITY OF PITTSBURG
FOR THE
SENIOR WINTER BALL , HEALTH FAIR , COMEDY / VARIETY SHOW

This memorandum of understanding ("MOU") is dated as of July 1, 2023 (the "Effective Date"), and is between the County of Contra Costa (the "County") and City of Pittsburg ("Recipient").

RECITALS

A. In 1990, the Contra Costa County Board of Supervisors (Board) approved the Keller Canyon Landfill land use permit and franchise agreement, and established mitigation fees to mitigate the impacts of the landfill. The Board subsequently established the Keller Canyon Mitigation Fund (KCMF) to administer the allocation of these mitigation funds, which may be allocated by the Board in its sole discretion. The current program/project service categories considered for funding from the KCMF include youth services, code enforcement, public safety, community beautification, and community services.

B. On August 15, 2023, the Board of Supervisors considered an allocation plan for the KCMF, for the period July 1, 2023, through June 30, 2024 (the "Funding Period").

   At the August 15, 2023 meeting, the Board of Supervisors approved an allocation of $10,000.00 to Recipient during the Funding Period, for the Senior Winter Ball , Health Fair , Comedy / Variety Show (the "Project"). The Project is described in Schedule 1, attached hereto (the "Service Plan"). The Project meets the most recent policies governing the implementation and administration of the KCMF.

AGREEMENT

1. Payment of Funds. The County shall contribute up to $10,000.00 (the "County Contribution") to Recipient, on a cost-reimbursement basis, for Recipient's use toward the Project. The County Contribution will be made in accordance with the payment schedule set forth in Schedule 2, attached hereto.

2. Use of Funds. Recipient shall use the County Contribution solely for the Project, as specified in the Schedule 1 - Service Plan.

3. Right to Withhold. County has the right to withhold payment to Recipient when, in the opinion of County, expressed in writing to Recipient, (a) Recipient's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Recipient has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Recipient has failed to sufficiently itemize or document its demand(s) for payment.

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6. Records; Audit. Recipient must keep and make available for inspection and copying by authorized representatives of the County, the Recipient's regular business records and such additional records pertaining to this MOU as may be required by the County. This provision is binding on the heirs, successors, assigns and representatives of Recipient.

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    If Recipient carries out any of the duties of this MOU through a subcontract, the subcontract must contain a clause to the effect that upon written request and until the expiration of five years after furnishing services under the subcontract, the

subcontractor must make available to the County or any of its authorized representatives, the books, documents and records of the subcontractor necessary to verify the nature and extent of all costs and charges incurred under the subcontract.

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d. Inspection. Recipient's performance, place of business, and records pertaining to this MOU are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

7. Modification. This MOU may be modified only with the written approval of both parties.

8. Hold Harmless. Recipient shall fully defend, hold harmless, and indemnify the County, its officers, agents and employees against any and all claims, demands, damages, costs, expenses and liability arising out of this MOU [and arising out of the design, implementation and/or construction of the Project], except for liability arising out of the sole negligence or willful misconduct of the County, its officers, agents or employees. This section shall survive the termination of this MOU.

9. Insurance. During the term of this MOU and any extension or modification thereof, Recipient shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in Schedule 3:

a. Commercial General Liability Insurance. Recipient will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of $500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Recipient under this MOU. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self -insurance program(s) will not be required to contribute to any loss covered under Recipient's insurance policy or policies.

b. Workers' Compensation. Contractor must provide workers' compensation insurance coverage for its employees.

c. Certificate of Insurance. The Recipient must provide County with (a) certificate(s) of insurance, evidencing liability and worker's compensation insurance as required herein no later than the effective date of this MOU. If Recipient should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the

coverage afforded through an endorsement to the policy at any time during the term of this MOU, then Recipient must provide (a) current certificate(s) of insurance.

d. Additional Insurance Provisions. No later than five days after Recipients receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Recipient's insurance coverage required by this MOU; or (ii) a notice of a material change to Recipient's insurance coverage required by this MOU, Recipient will provide County a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide County the notice as required by the preceding sentence is a violation of this MOU.

10. Notices: All correspondence regarding this MOU, including demands and notices, is to be directed to the following persons at the following addresses and telephone numbers:

County:
Daniel Davis, Planner
Department of Conservation & Development
County of Contra Costa
30 Muir Road, Martinez, CA 94553
(925) 655-2884
Daniel.Davis@dcd.cccounty.us

Recipient:
Joy Walker
City of Pittsburg
300 Presidio Lane, Pittsburg, CA 94565
925-252-6985 | jwalker@pittsburgca.gov

11. Counterparts. The parties recognize and agree that separate counterpart signature pages may be used to execute this MOU, but that all such pages constitute one and the same MOU.

12. No Third-Party Beneficiaries. This MOU is intended solely for the benefit of the parties hereto and no third party will have any right or interest in any provision of this MOU or as a result of any action or inaction of any party in connection with this MOU.

13. Remedy. The sole remedy for violation of this MOU is specific performance of this MOU. The County and Recipient waive their respective rights to trial by jury of any claim or cause of action arising out of this MOU. The County and Recipient have no liability for damages to one another or to any other person or entity resulting from any violation of this MOU.

14. Authorization. Recipient, or the representative(s) signing this MOU on behalf of Recipient, represents and warrants that it has full power and authority to enter into this MOU and to perform the obligations set forth herein.

15. Entire MOU. This MOU contains the entire understanding of the parties relating to the subject matter of this MOU. No promise, representation, warranty or covenant not included in this MOU has been or is relied upon by any party.

The parties are signing this MOU as of the Effective Date.

CONTRA COSTA COUNTY		**RECIPIENT**	
By:	_____	By:	Joy Walker *(signature)*
Name:	John Kopchik	Name:	Joy Walker *(print)*
Title:	Director, Department of Conversation and Development	Title:	Recreation Supervisor

SCHEDULE 1
TO
FUNDING MEMORANDUM OF UNDERSTANDING
DATED JULY 1, 2023
SERVICE PLAN

Recipient: City of Pittsburg
Project Name: Senior Winter Ball, Health Fair, Comedy / Variety Show

Project Description

The Pittsburg Senior Center is hosting a series of events in order to build community and reduce isolation for seniors in Pittsburg and Bay Point, as well as to ensure that the seniors gain access to crucial health services. Events inlcude the winter ball, a glamorous evening that comes with a 5 course meal ($20.00 suggested donation); the Health Fair, which provided information on how to access essential physical and mental healthcare resources within the community; the Comedy / Variety Show will show case 25 seniors talent and take place at the California Theater, located in downtown Pittsburg. giving seniors an opportunity to come out for an evening of laughter and socialization. These three events will allow over 600 seniors a chance to honor and celebrate each other and life .

Tasks to be Performed by Recipient

Organize three events for the benefit over 400 seniors and their caregivers These will include the Health Fair, the Winter Ball, and the Comedy / Variety Show.

Reporting

Recipient shall submit a progress report to the County's District 5 Supervisor, or his or her designee, by January 10, 2024, via the Benevity Grants web-based management platform. This report must provide updated information on the status of the Recipient's current KCMF allocation, Project milestones, Project objectives, and any modifications to the Project. Reports may include information on scheduling, personnel, budget projections, etc.

Recipient shall submit a final outcomes report to the County's District 5 Supervisor, or his or her designee, by July 31, 2024. This report must provide an assessment of how effective the Project was and indicate its results.

SCHEDULE 2
TO
FUNDING MEMORANDUM OF UNDERSTANDING
DATED JULY 1, 2023
PAYMENT SCHEDULE

Recipient:	City of Pittsburg
Project Name:	Senior Winter Ball , Health Fair , Comedy / Variety Show
Total Reimbursement:	$10,000.00

Use of Keller Canyon Mitigation Funds

Entertainment.

Payment Demands

Recipient shall submit a written demand(s) for payment on County Demand Form D-15 in the manner and form prescribed by County. This demand(s) shall document reimbursable expenditures that the Recipient has incurred during the Funding Period. It must also be accompanied with supporting documentation for the expenditures (e.g. receipts, timesheets, account statements, etc.). Recipient shall submit said demands for payment no later than 30 days from the end of the month in which the MOU services, upon which such demand is based, were actually rendered. Upon approval of payment demands by the head of the County department for which this MOU is made, or his or her designee, County will make payments as specified in Recitals E above.

Other Requirements

Recipient will ensure recognition of the Keller Canyon Mitigation Fund in providing services through this MOU.

The use of Keller Canyon Mitigation Funds for political advocacy is prohibited. Furthermore, Recipient warrants that all goods and services under this MOU will be available to all qualified persons, regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation/preference, and that none will be used, in whole or in part, for religious worship.

For programs serving youth, Recipient is strongly encouraged to participate in the annual Contra Costa County Supervisorial District 5 sponsored Youth Conference and Empowerment Summit.

FUNDING MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF CONTRA COSTA AND CITY OF PITTSBURG FOR THE COMMUNITY IS KEY

This memorandum of understanding ("MOU") is dated as of July 1, 2023 (the "Effective Date"), and is between the County of Contra Costa (the "County") and City of Pittsburg ("Recipient").

RECITALS

A. In 1990, the Contra Costa County Board of Supervisors (Board) approved the Keller Canyon Landfill land use permit and franchise agreement, and established mitigation fees to mitigate the impacts of the landfill. The Board subsequently established the Keller Canyon Mitigation Fund (KCMF) to administer the allocation of these mitigation funds, which may be allocated by the Board in its sole discretion. The current program/project service categories considered for funding from the KCMF include youth services, code enforcement, public safety, community beautification, and community services.

B. On August 15, 2023, the Board of Supervisors considered an allocation plan for the KCMF, for the period July 1, 2023, through June 30, 2024 (the "Funding Period").

   At the August 15, 2023 meeting, the Board of Supervisors approved an allocation of $8,000.00 to Recipient during the Funding Period, for the Community is Key (the "Project"). The Project is described in Schedule 1, attached hereto (the "Service Plan"). The Project meets the most recent policies governing the implementation and administration of the KCMF.

AGREEMENT

1. Payment of Funds. The County shall contribute up to $8,000.00 (the "County Contribution") to Recipient, on a cost-reimbursement basis, for Recipient's use toward the Project. The County Contribution will be made in accordance with the payment schedule set forth in Schedule 2, attached hereto.

2. Use of Funds. Recipient shall use the County Contribution solely for the Project, as specified in the Schedule 1 - Service Plan.

3. Right to Withhold. County has the right to withhold payment to Recipient when, in the opinion of County, expressed in writing to Recipient, (a) Recipient's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Recipient has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Recipient has failed to sufficiently itemize or document its demand(s) for payment.

4. Term and Termination. This MOU is effective on the Effective Date and remains in effect until June 30, 2024. The County may terminate this MOU at any time by giving written notice to Recipient if Recipient fails to properly perform any of its obligations under this MOU.

5. Progress Reports. Recipient shall submit progress reports, in the time, form, and manner set forth in the Service Plan, to the County's District 5 Supervisor, or his or her designee, detailing Recipient's accomplishments in carrying out the Service Plan and the Project.

6. Records; Audit. Recipient must keep and make available for inspection and copying by authorized representatives of the County, the Recipient's regular business records and such additional records pertaining to this MOU as may be required by the County. This provision is binding on the heirs, successors, assigns and representatives of Recipient.

    a. Retention of Records. Recipient must retain all documents pertaining to this MOU for five years from the date of submission of Recipient's final payment demand and until any audit is completed and exceptions resolved for the Funding Period. Upon request, Recipient must make these records available to authorized representatives of the County.

    b. Access to Books and Records. Recipient must, upon written request and until the expiration of five years after furnishing services pursuant to this MOU, make available to the County or any of its authorized representatives, the books, documents, and records of Recipient necessary to certify the nature and extent of all costs and charges incurred under this MOU.

    If Recipient carries out any of the duties of this MOU through a subcontract, the subcontract must contain a clause to the effect that upon written request and until the expiration of five years after furnishing services under the subcontract, the

subcontractor must make available to the County or any of its authorized representatives, the books, documents and records of the subcontractor necessary to verify the nature and extent of all costs and charges incurred under the subcontract.

c. Audit. Recipient shall make its records available for, and an audit may be required by, the County. If an audit is required, Recipient must provide the County with the audit.

d. Inspection. Recipient's performance, place of business, and records pertaining to this MOU are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

7. Modification. This MOU may be modified only with the written approval of both parties.

8. Hold Harmless. Recipient shall fully defend, hold harmless, and indemnify the County, its officers, agents and employees against any and all claims, demands, damages, costs, expenses and liability arising out of this MOU [and arising out of the design, implementation and/or construction of the Project], except for liability arising out of the sole negligence or willful misconduct of the County, its officers, agents or employees. This section shall survive the termination of this MOU.

9. Insurance. During the term of this MOU and any extension or modification thereof, Recipient shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in Schedule 3:

a. Commercial General Liability Insurance. Recipient will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of $500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Recipient under this MOU. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self -insurance program(s) will not be required to contribute to any loss covered under Recipient's insurance policy or policies.

b. Workers' Compensation. Contractor must provide workers' compensation insurance coverage for its employees.

c. Certificate of Insurance. The Recipient must provide County with (a) certificate(s) of insurance, evidencing liability and worker's compensation insurance as required herein no later than the effective date of this MOU. If Recipient should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the

coverage afforded through an endorsement to the policy at any time during the term of this MOU, then Recipient must provide (a) current certificate(s) of insurance.

d. Additional Insurance Provisions. No later than five days after Recipients receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Recipient's insurance coverage required by this MOU; or (ii) a notice of a material change to Recipient's insurance coverage required by this MOU, Recipient will provide County a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide County the notice as required by the preceding sentence is a violation of this MOU.

10. Notices: All correspondence regarding this MOU, including demands and notices, is to be directed to the following persons at the following addresses and telephone numbers:

County:
Daniel Davis, Planner
Department of Conservation & Development
County of Contra Costa
30 Muir Road, Martinez, CA 94553
(925) 655-2884
Daniel.Davis@dcd.cccounty.us

Recipient:
Joy Walker
City of Pittsburg
300 Presidio Lane, Pittsburg, CA
925-252-6985 | jwalker@pittsburgca.gov

11. Counterparts. The parties recognize and agree that separate counterpart signature pages may be used to execute this MOU, but that all such pages constitute one and the same MOU.

12. No Third-Party Beneficiaries. This MOU is intended solely for the benefit of the parties hereto and no third party will have any right or interest in any provision of this MOU or as a result of any action or inaction of any party in connection with this MOU.

13. Remedy. The sole remedy for violation of this MOU is specific performance of this MOU. The County and Recipient waive their respective rights to trial by jury of any claim or cause of action arising out of this MOU. The County and Recipient have no liability for damages to one another or to any other person or entity resulting from any violation of this MOU.

14. Authorization. Recipient, or the representative(s) signing this MOU on behalf of Recipient, represents and warrants that it has full power and authority to enter into this MOU and to perform the obligations set forth herein.

15. Entire MOU. This MOU contains the entire understanding of the parties relating to the subject matter of this MOU. No promise, representation, warranty or covenant not included in this MOU has been or is relied upon by any party.

The parties are signing this MOU as of the Effective Date.

CONTRA COSTA COUNTY		**RECIPIENT**	
By:	_____	By:	_____ *(signature)*
Name:	John Kopchik	Name:	Jg Walker *(print)*
Title:	Director, Department of Conversation and Development	Title:	Recreation Supervisor

SCHEDULE 1
TO
FUNDING MEMORANDUM OF UNDERSTANDING
DATED JULY 1, 2023
SERVICE PLAN

Recipient: City of Pittsburg
Project Name: Community is Key

Project Description

Provision of the Senior Center Newsletter, which has been published three times a year snice 2009. The newsletter provides 9,500 seniors, who do not or cannot access the internet, with information about county and City services that enhance their quality of life, including many activities at the senior Center.

Tasks to be Performed by Recipient

Distribution of the Senior Center Newsletter, three times a year. In addition, The recreation department will also continue to develop new partnerships with outside agencies to schedule additional programs and activities for the seniors.

Reporting

Recipient shall submit a progress report to the County's District 5 Supervisor, or his or her designee, by January 10, 2024, via the Benevity Grants web-based management platform. This report must provide updated information on the status of the Recipient's current KCMF allocation, Project milestones, Project objectives, and any modifications to the Project. Reports may include information on scheduling, personnel, budget projections, etc.

Recipient shall submit a final outcomes report to the County's District 5 Supervisor, or his or her designee, by July 31, 2024. This report must provide an assessment of how effective the Project was and indicate its results.

SCHEDULE 2
TO
FUNDING MEMORANDUM OF UNDERSTANDING
DATED JULY 1, 2023
PAYMENT SCHEDULE

Recipient:	City of Pittsburg
Project Name:	Community is Key
Total Reimbursement:	$8,000.00

Use of Keller Canyon Mitigation Funds

Postal & Printing Costs.

Payment Demands

Recipient shall submit a written demand(s) for payment on County Demand Form D-15 in the manner and form prescribed by County. This demand(s) shall document reimbursable expenditures that the Recipient has incurred during the Funding Period. It must also be accompanied with supporting documentation for the expenditures (e.g. receipts, timesheets, account statements, etc.). Recipient shall submit said demands for payment no later than 30 days from the end of the month in which the MOU services, upon which such demand is based, were actually rendered. Upon approval of payment demands by the head of the County department for which this MOU is made, or his or her designee, County will make payments as specified in Recitals E above.

Other Requirements

Recipient will ensure recognition of the Keller Canyon Mitigation Fund in providing services through this MOU.

The use of Keller Canyon Mitigation Funds for political advocacy is prohibited. Furthermore, Recipient warrants that all goods and services under this MOU will be available to all qualified persons, regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation/preference, and that none will be used, in whole or in part, for religious worship.

For programs serving youth, Recipient is strongly encouraged to participate in the annual Contra Costa County Supervisorial District 5 sponsored Youth Conference and Empowerment Summit.

FUNDING MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF CONTRA COSTA
AND
CITY OF PITTSBURG
FOR THE
CITY OF PITTSBURG AQUATIC PROGRAM

This memorandum of understanding ("MOU") is dated as of July 1, 2023 (the "Effective Date"), and is between the County of Contra Costa (the "County") and City of Pittsburg ("Recipient").

RECITALS

A. In 1990, the Contra Costa County Board of Supervisors (Board) approved the Keller Canyon Landfill land use permit and franchise agreement, and established mitigation fees to mitigate the impacts of the landfill. The Board subsequently established the Keller Canyon Mitigation Fund (KCMF) to administer the allocation of these mitigation funds, which may be allocated by the Board in its sole discretion. The current program/project service categories considered for funding from the KCMF include youth services, code enforcement, public safety, community beautification, and community services.

B. On August 15, 2023, the Board of Supervisors considered an allocation plan for the KCMF, for the period July 1, 2023, through June 30, 2024 (the "Funding Period").

   At the August 15, 2023 meeting, the Board of Supervisors approved an allocation of $10,000.00 to Recipient during the Funding Period, for the City of Pittsburg Aquatic Program (the "Project"). The Project is described in Schedule 1, attached hereto (the "Service Plan"). The Project meets the most recent policies governing the implementation and administration of the KCMF.

AGREEMENT

1. Payment of Funds. The County shall contribute up to $10,000.00 (the "County Contribution") to Recipient, on a cost-reimbursement basis, for Recipient's use toward the Project. The County Contribution will be made in accordance with the payment schedule set forth in Schedule 2, attached hereto.

2. Use of Funds. Recipient shall use the County Contribution solely for the Project, as specified in the Schedule 1 - Service Plan.

3. Right to Withhold. County has the right to withhold payment to Recipient when, in the opinion of County, expressed in writing to Recipient, (a) Recipient's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Recipient has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Recipient has failed to sufficiently itemize or document its demand(s) for payment.

4. Term and Termination. This MOU is effective on the Effective Date and remains in effect until June 30, 2024. The County may terminate this MOU at any time by giving written notice to Recipient if Recipient fails to properly perform any of its obligations under this MOU.

5. Progress Reports. Recipient shall submit progress reports, in the time, form, and manner set forth in the Service Plan, to the County's District 5 Supervisor, or his or her designee, detailing Recipient's accomplishments in carrying out the Service Plan and the Project.

6. Records; Audit. Recipient must keep and make available for inspection and copying by authorized representatives of the County, the Recipient's regular business records and such additional records pertaining to this MOU as may be required by the County. This provision is binding on the heirs, successors, assigns and representatives of Recipient.

    a. Retention of Records. Recipient must retain all documents pertaining to this MOU for five years from the date of submission of Recipient's final payment demand and until any audit is completed and exceptions resolved for the Funding Period. Upon request, Recipient must make these records available to authorized representatives of the County.

    b. Access to Books and Records. Recipient must, upon written request and until the expiration of five years after furnishing services pursuant to this MOU, make available to the County or any of its authorized representatives, the books, documents, and records of Recipient necessary to certify the nature and extent of all costs and charges incurred under this MOU.

    If Recipient carries out any of the duties of this MOU through a subcontract, the subcontract must contain a clause to the effect that upon written request and until the expiration of five years after furnishing services under the subcontract, the

subcontractor must make available to the County or any of its authorized representatives, the books, documents and records of the subcontractor necessary to verify the nature and extent of all costs and charges incurred under the subcontract.

c. Audit. Recipient shall make its records available for, and an audit may be required by, the County. If an audit is required, Recipient must provide the County with the audit.

d. Inspection. Recipient's performance, place of business, and records pertaining to this MOU are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

7. Modification. This MOU may be modified only with the written approval of both parties.

8. Hold Harmless. Recipient shall fully defend, hold harmless, and indemnify the County, its officers, agents and employees against any and all claims, demands, damages, costs, expenses and liability arising out of this MOU [and arising out of the design, implementation and/or construction of the Project], except for liability arising out of the sole negligence or willful misconduct of the County, its officers, agents or employees. This section shall survive the termination of this MOU.

9. Insurance. During the term of this MOU and any extension or modification thereof, Recipient shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in Schedule 3:

a. Commercial General Liability Insurance. Recipient will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of $500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Recipient under this MOU. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self -insurance program(s) will not be required to contribute to any loss covered under Recipient's insurance policy or policies.

b. Workers' Compensation. Contractor must provide workers' compensation insurance coverage for its employees.

c. Certificate of Insurance. The Recipient must provide County with (a) certificate(s) of insurance, evidencing liability and worker's compensation insurance as required herein no later than the effective date of this MOU. If Recipient should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the

coverage afforded through an endorsement to the policy at any time during the term of this MOU, then Recipient must provide (a) current certificate(s) of insurance.

d. Additional Insurance Provisions. No later than five days after Recipients receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Recipient's insurance coverage required by this MOU; or (ii) a notice of a material change to Recipient's insurance coverage required by this MOU, Recipient will provide County a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide County the notice as required by the preceding sentence is a violation of this MOU.

10. Notices: All correspondence regarding this MOU, including demands and notices, is to be directed to the following persons at the following addresses and telephone numbers:

County:
Daniel Davis, Planner
Department of Conservation & Development
County of Contra Costa
30 Muir Road, Martinez, CA 94553
(925) 655-2884
Daniel.Davis@dcd.cccounty.us

Recipient:
Lori Chalifoux
City of Pittsburg
65 Civic Drive, Pittsburg, CA 94565
925-439-4841 | swimmingpool@pittsburgca.gov

11. Counterparts. The parties recognize and agree that separate counterpart signature pages may be used to execute this MOU, but that all such pages constitute one and the same MOU.

12. No Third-Party Beneficiaries. This MOU is intended solely for the benefit of the parties hereto and no third party will have any right or interest in any provision of this MOU or as a result of any action or inaction of any party in connection with this MOU.

13. Remedy. The sole remedy for violation of this MOU is specific performance of this MOU. The County and Recipient waive their respective rights to trial by jury of any claim or cause of action arising out of this MOU. The County and Recipient have no liability for damages to one another or to any other person or entity resulting from any violation of this MOU.

14. Authorization. Recipient, or the representative(s) signing this MOU on behalf of Recipient, represents and warrants that it has full power and authority to enter into this MOU and to perform the obligations set forth herein.

15. Entire MOU. This MOU contains the entire understanding of the parties relating to the subject matter of this MOU. No promise, representation, warranty or covenant not included in this MOU has been or is relied upon by any party.

The parties are signing this MOU as of the Effective Date.

CONTRA COSTA COUNTY		**RECIPIENT**	
By:	_____	By:	_____ (*signature*)
Name:	John Kopchik	Name:	_____ (*print*)
Title:	Director, Department of	Title:	_____
	Conversation and Development		_____

SCHEDULE 1
TO
FUNDING MEMORANDUM OF UNDERSTANDING
DATED JULY 1, 2023
SERVICE PLAN

Recipient: City of Pittsburg
Project Name: City of Pittsburg Aquatic Program

Project Description

The Pittsburg Aquatic program will introduce children, ages 3 to 14, that are overweight or at risk for obesity and/or unable to learn, ARC swim safety, by offering free swim lessons. This population is considered at risk and would benefit greatly by having a local swim program with either low cost or no cost option.

Tasks to be Performed by Recipient

The City of Pittsburg will support aquatics programming at the Buchanan Swim center, including maintenance of the pool and its associated facilities, payment of utilities and pool chemical costs and in-kind supervision of program staff by qualified city personnel. This funding will make possible serval hours of open swim time each week , enabling course participants to practice their new skills and stay active.

Reporting

Recipient shall submit a progress report to the County's District 5 Supervisor, or his or her designee, by January 10, 2024, via the Benevity Grants web-based management platform. This report must provide updated information on the status of the Recipient's current KCMF allocation, Project milestones, Project objectives, and any modifications to the Project. Reports may include information on scheduling, personnel, budget projections, etc.

Recipient shall submit a final outcomes report to the County's District 5 Supervisor, or his or her designee, by July 31, 2024. This report must provide an assessment of how effective the Project was and indicate its results.

SCHEDULE 2
TO
FUNDING MEMORANDUM OF UNDERSTANDING
DATED JULY 1, 2023
PAYMENT SCHEDULE

Recipient:	City of Pittsburg
Project Name:	City of Pittsburg Aquatic Program
Total Reimbursement:	$10,000.00

Use of Keller Canyon Mitigation Funds

Swim scholarships for Pittsburg residents.

Payment Demands

Recipient shall submit a written demand(s) for payment on County Demand Form D-15 in the manner and form prescribed by County. This demand(s) shall document reimbursable expenditures that the Recipient has incurred during the Funding Period. It must also be accompanied with supporting documentation for the expenditures (e.g. receipts, timesheets, account statements, etc.). Recipient shall submit said demands for payment no later than 30 days from the end of the month in which the MOU services, upon which such demand is based, were actually rendered. Upon approval of payment demands by the head of the County department for which this MOU is made, or his or her designee, County will make payments as specified in Recitals E above.

Other Requirements

Recipient will ensure recognition of the Keller Canyon Mitigation Fund in providing services through this MOU.

The use of Keller Canyon Mitigation Funds for political advocacy is prohibited. Furthermore, Recipient warrants that all goods and services under this MOU will be available to all qualified persons, regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation/preference, and that none will be used, in whole or in part, for religious worship.

For programs serving youth, Recipient is strongly encouraged to participate in the annual Contra Costa County Supervisorial District 5 sponsored Youth Conference and Empowerment Summit.

FUNDING MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF CONTRA COSTA AND CITY OF PITTSBURG FOR THE ART THERAPY FOR SENIORS

This memorandum of understanding ("MOU") is dated as of July 1, 2023 (the "Effective Date"), and is between the County of Contra Costa (the "County") and City of Pittsburg ("Recipient").

RECITALS

A. In 1990, the Contra Costa County Board of Supervisors (Board) approved the Keller Canyon Landfill land use permit and franchise agreement, and established mitigation fees to mitigate the impacts of the landfill. The Board subsequently established the Keller Canyon Mitigation Fund (KCMF) to administer the allocation of these mitigation funds, which may be allocated by the Board in its sole discretion. The current program/project service categories considered for funding from the KCMF include youth services, code enforcement, public safety, community beautification, and community services.

B. On August 15, 2023, the Board of Supervisors considered an allocation plan for the KCMF, for the period July 1, 2023, through June 30, 2024 (the "Funding Period").

   At the August 15, 2023 meeting, the Board of Supervisors approved an allocation of $4,500.00 to Recipient during the Funding Period, for the Art Therapy for Seniors (the "Project"). The Project is described in Schedule 1, attached hereto (the "Service Plan"). The Project meets the most recent policies governing the implementation and administration of the KCMF.

AGREEMENT

1. Payment of Funds. The County shall contribute up to $4,500.00 (the "County Contribution") to Recipient, on a cost-reimbursement basis, for Recipient's use toward the Project. The County Contribution will be made in accordance with the payment schedule set forth in Schedule 2, attached hereto.

2. Use of Funds. Recipient shall use the County Contribution solely for the Project, as specified in the Schedule 1 - Service Plan.

3. Right to Withhold. County has the right to withhold payment to Recipient when, in the opinion of County, expressed in writing to Recipient, (a) Recipient's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Recipient has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Recipient has failed to sufficiently itemize or document its demand(s) for payment.

4. Term and Termination. This MOU is effective on the Effective Date and remains in effect until June 30, 2024. The County may terminate this MOU at any time by giving written notice to Recipient if Recipient fails to properly perform any of its obligations under this MOU.

5. Progress Reports. Recipient shall submit progress reports, in the time, form, and manner set forth in the Service Plan, to the County's District 5 Supervisor, or his or her designee, detailing Recipient's accomplishments in carrying out the Service Plan and the Project.

6. Records; Audit. Recipient must keep and make available for inspection and copying by authorized representatives of the County, the Recipient's regular business records and such additional records pertaining to this MOU as may be required by the County. This provision is binding on the heirs, successors, assigns and representatives of Recipient.

    a. Retention of Records. Recipient must retain all documents pertaining to this MOU for five years from the date of submission of Recipient's final payment demand and until any audit is completed and exceptions resolved for the Funding Period. Upon request, Recipient must make these records available to authorized representatives of the County.

    b. Access to Books and Records. Recipient must, upon written request and until the expiration of five years after furnishing services pursuant to this MOU, make available to the County or any of its authorized representatives, the books, documents, and records of Recipient necessary to certify the nature and extent of all costs and charges incurred under this MOU.

    If Recipient carries out any of the duties of this MOU through a subcontract, the subcontract must contain a clause to the effect that upon written request and until the expiration of five years after furnishing services under the subcontract, the

subcontractor must make available to the County or any of its authorized representatives, the books, documents and records of the subcontractor necessary to verify the nature and extent of all costs and charges incurred under the subcontract.

c. Audit. Recipient shall make its records available for, and an audit may be required by, the County. If an audit is required, Recipient must provide the County with the audit.

d. Inspection. Recipient's performance, place of business, and records pertaining to this MOU are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.

7. Modification. This MOU may be modified only with the written approval of both parties.

8. Hold Harmless. Recipient shall fully defend, hold harmless, and indemnify the County, its officers, agents and employees against any and all claims, demands, damages, costs, expenses and liability arising out of this MOU [and arising out of the design, implementation and/or construction of the Project], except for liability arising out of the sole negligence or willful misconduct of the County, its officers, agents or employees. This section shall survive the termination of this MOU.

9. Insurance. During the term of this MOU and any extension or modification thereof, Recipient shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in Schedule 3:

   a. Commercial General Liability Insurance. Recipient will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of $500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Recipient under this MOU. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self -insurance program(s) will not be required to contribute to any loss covered under Recipient's insurance policy or policies.

   b. Workers' Compensation. Contractor must provide workers' compensation insurance coverage for its employees.

   c. Certificate of Insurance. The Recipient must provide County with (a) certificate(s) of insurance, evidencing liability and worker's compensation insurance as required herein no later than the effective date of this MOU. If Recipient should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the

coverage afforded through an endorsement to the policy at any time during the term of this MOU, then Recipient must provide (a) current certificate(s) of insurance.

d. Additional Insurance Provisions. No later than five days after Recipients receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Recipient's insurance coverage required by this MOU; or (ii) a notice of a material change to Recipient's insurance coverage required by this MOU, Recipient will provide County a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide County the notice as required by the preceding sentence is a violation of this MOU.

10. Notices: All correspondence regarding this MOU, including demands and notices, is to be directed to the following persons at the following addresses and telephone numbers:

County:
Daniel Davis, Planner
Department of Conservation & Development
County of Contra Costa
30 Muir Road, Martinez, CA 94553
(925) 655-2884
Daniel.Davis@dcd.cccounty.us

Recipient:
Joy Walker
City of Pittsburg
300 Presidio Lane, Pittsburg, CA 94565
925-252-4890 | jwalker@pittsburgca.gov

11. Counterparts. The parties recognize and agree that separate counterpart signature pages may be used to execute this MOU, but that all such pages constitute one and the same MOU.

12. No Third-Party Beneficiaries. This MOU is intended solely for the benefit of the parties hereto and no third party will have any right or interest in any provision of this MOU or as a result of any action or inaction of any party in connection with this MOU.

13. Remedy. The sole remedy for violation of this MOU is specific performance of this MOU. The County and Recipient waive their respective rights to trial by jury of any claim or cause of action arising out of this MOU. The County and Recipient have no liability for damages to one another or to any other person or entity resulting from any violation of this MOU.

14. Authorization. Recipient, or the representative(s) signing this MOU on behalf of Recipient, represents and warrants that it has full power and authority to enter into this MOU and to perform the obligations set forth herein.

15. Entire MOU. This MOU contains the entire understanding of the parties relating to the subject matter of this MOU. No promise, representation, warranty or covenant not included in this MOU has been or is relied upon by any party.

The parties are signing this MOU as of the Effective Date.

CONTRA COSTA COUNTY		**RECIPIENT**	
By:	_____	By:	Joy Walker *(signature)*
Name:	John Kopchik	Name:	Joy Walker *(print)*
Title:	Director, Department of Conversation and Development	Title:	Recreation Supervisor

SCHEDULE 1
TO
FUNDING MEMORANDUM OF UNDERSTANDING
DATED JULY 1, 2023
SERVICE PLAN

Recipient: City of Pittsburg
Project Name: Art Therapy for Seniors

Project Description

Art therapy uses the creative arts to help people cope with mental and physical stress through understanding, management, and expression. Art therapy can be very rewarding for seniors. It can promote healthy and positive feelings, enhance physical ability, and have a calming effect. The seniors in the Pittsburg/Bay Point communities will greatly benefit from art therapy by improving their physical and mental health.

Tasks to be Performed by Recipient

Provide an art therapy class to approximately 120 seniors, with 65% of them concluding the class with the intermediate understanding of self-expression through sketching, drawing, painting and sculpting. The remaining will leave with a basic understanding. 100% of the class will benefit from the positive mental and physical benefits of art therapy.

Reporting

Recipient shall submit a progress report to the County's District 5 Supervisor, or his or her designee, by January 10, 2024, via the Benevity Grants web-based management platform. This report must provide updated information on the status of the Recipient's current KCMF allocation, Project milestones, Project objectives, and any modifications to the Project. Reports may include information on scheduling, personnel, budget projections, etc.

Recipient shall submit a final outcomes report to the County's District 5 Supervisor, or his or her designee, by July 31, 2024. This report must provide an assessment of how effective the Project was and indicate its results.

SCHEDULE 2
TO
FUNDING MEMORANDUM OF UNDERSTANDING
DATED JULY 1, 2023
PAYMENT SCHEDULE

Recipient:	City of Pittsburg
Project Name:	Art Therapy for Seniors
Total Reimbursement:	$4,500.00

Use of Keller Canyon Mitigation Funds

Art Instructor.

Payment Demands

Recipient shall submit a written demand(s) for payment on County Demand Form D-15 in the manner and form prescribed by County. This demand(s) shall document reimbursable expenditures that the Recipient has incurred during the Funding Period. It must also be accompanied with supporting documentation for the expenditures (e.g. receipts, timesheets, account statements, etc.). Recipient shall submit said demands for payment no later than 30 days from the end of the month in which the MOU services, upon which such demand is based, were actually rendered. Upon approval of payment demands by the head of the County department for which this MOU is made, or his or her designee, County will make payments as specified in Recitals E above.

Other Requirements

Recipient will ensure recognition of the Keller Canyon Mitigation Fund in providing services through this MOU.

The use of Keller Canyon Mitigation Funds for political advocacy is prohibited. Furthermore, Recipient warrants that all goods and services under this MOU will be available to all qualified persons, regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation/preference, and that none will be used, in whole or in part, for religious worship.

For programs serving youth, Recipient is strongly encouraged to participate in the annual Contra Costa County Supervisorial District 5 sponsored Youth Conference and Empowerment Summit.

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing Execution of a General Services Agreement with Western Train Company for Train Replacement and Carousel Repairs

MEETING DATE: February 5, 2024

EXECUTIVE SUMMARY

The Public Works Department is responsible for the maintenance and repair of amusement rides at Small World Park. If approved, the resolution will authorize execution of a general services agreement with Western Train for an amount not to exceed $295,000, for replacing the train, upgrading the braking system, and repairing the carousel.

FISCAL IMPACT

There are sufficient funds in the project budget, previously allocated from Measure M. No new funds are requested.

RECOMMENDATION

City Council authorize the City Manager to execute a general service agreement with Western Train for replacement of the train, upgrading the train braking system, and repairing the carousel at Small World Park.

BACKGROUND

Owned and operated by the Recreation Department, Small World Park is an 8-acre park that features picnic sites, playground structures, a ferris wheel, carousel, whale ride, children's zipline, and a gas-powered train. During the 2023 operating season, the condition of the train's engine, axles and components degraded beyond repair, and staff determined it to be inoperable for the season. Additionally, the carousel was deemed inoperable due to the need to replace and repair the sweeps and bearings.

SUBCOMMITTEE FINDINGS

This item was presented to the Finance Management Subcommittee on December 15, 2023. The Subcommittee supported staff's recommendation to utilize $200,000 of Fiscal Year 2022/23 Measure M Surplus and $95,000 from Measure M Reserves for this youth-serving expenditure.

STAFF ANALYSIS

After assessing the condition of the train and carousel, staff contacted the manufacturers of each ride for recommendations on repair options and companies to provide the services. Western Train Company performed diagnostics on both rides and provided options for repair and/or replacement. Additional companies were contacted for repairs and replacement with Western Train Company being the only responsive bidder.

Staff explored three options for the train: 1) replace with a newer diesel-powered train; 2) replace with a new electric powered train; or 3) replace with a refurbished train. Regardless of which option, the train cars braking system required upgrading by removing the antiquated hydraulic system and installing a new air brake system. The new braking system is necessary, safer, easier to service, and requires less maintenance than the current system.

Due to the style and frame of the train, it was determined that a retrofit was not an option. Although a refurbished train option would save some upfront costs, replacement parts are becoming more obsolete and difficult to find. Additionally, having a refurbished train will continue to require consistent on-going maintenance performed by maintenance staff with a specific skillset.

When evaluating the new diesel versus electric train, staff considered the differences in cost, maintenance, availability of replacement parts, and contribution to the goal of a zero-emission fleet. The cost of the electric powered train was $20,000 more than the diesel-powered alternative, requires less maintenance over time with the major replacement part being a simple battery, and meets the goal of zero-emissions.

The carousel requires the replacement of sweeps and bearings to make it operable again.

ATTACHMENTS: Resolution
General Services Agreement

Report Prepared By: Natasha Farmer, Public Works Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute)
A General Services Agreement for Train) RESOLUTION NO. 24-
Replacement and Carousel Repairs)

WHEREAS, on January 16, 2024, the City Council adopted Resolution No. 24-14424, allocating Measure M funds to perform needed maintenance and repairs to the train and carousel at Small World Park; and

WHEREAS, in September 2023, staff contacted train and ride repair companies for repair and replacement options and quotes; and

WHEREAS, Western Train Company was the only responsive company with knowledge and the required skillset to repair and replace ride equipment; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves and authorizes the City Manager to execute the General Services Agreement with Western Train Company.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 5th day of February 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

**GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
WESTERN TRAIN COMPANY**

THIS Agreement ("Agreement") for general services is made by and between the City of Pittsburg ("City") and Western Train Company, a California corporation ("Service Provider") (together referred to as the "Parties") as of January 16, 2024 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on September 31, 2024 or the date the Service Provider completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

1.2 Standard of Performance. Service Provider shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Service Provider is engaged.

1.3 Assignment of Personnel. Service Provider shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Service Provider performs services in accordance with the Standard of Performance, Service Provider shall, immediately upon receiving City's request, reassign such persons.

1.4 Time. Service Provider shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Service Provider's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Service Provider a sum not to exceed **two hundred ninety-five thousand dollars ($295,000**), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Service Provider, but is merely a limit of potential City expenditures under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition)

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

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

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

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

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

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

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

4.3 Professional Liability Insurance.

4.3.1 General requirements. Service Provider, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing

work pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim covering the Service Provider's errors and omissions.

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

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

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

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

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

4.4 **All Policies Requirements.**

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

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

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

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

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND SERVICE PROVIDER'S RESPONSIBILITIES.

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

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

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

Section 6. STATUS OF SERVICE PROVIDER.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

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

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Service Provider delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Service Provider or prepared by or for Service Provider or the City in connection with this Agreement.

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

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

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

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

8.5.1 Immediately terminate the Agreement;

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

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

8.5.4 Charge Service Provider the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Service

Provider pursuant to Section 2 if Service Provider had completed the work.

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this

Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

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

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

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

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

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

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

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

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

below, as reflected on the receipt of delivery or return receipt, as applicable.

Service Provider : Western Train Company
31805 Temecula Pkwy #533
Temecula, CA 92592
ATTN: Jill Marquez, CFO

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

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

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

Exhibit A Scope of Services
Exhibit B Compensation Schedule

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

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

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

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

CITY OF PITTSBURG

_____
Garrett Evans, City Manager

WESTERN TRAIN COMPANY

_____
Jill Marquez, CFO

Approved as to Form:

_____
Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Repair Carousel at Small World Park: Disassemble problem area. Remove broken, worn parts. Replace wooden sweep with new. Replace bearing housing with new. Install new Crown and Center Hub Bearings. Reassemble and test.

Small World Park Train: Provide new CP Huntington 24" gauge electric train and install on existing tracks. Conversion of brake/air system on existing coaches to conform with new electric train. Western Train Company will take existing locomotive for $40,000 trade-in value.

EXHIBIT B

COMPENSATION SCHEDULE

Item	Description	Unit Price	Quantity	Amount
Product	Wooden Sweep (Replacement)	12500.00	1.00	12,500.00
Product	Crown Bearing	25000.00	1.00	25,000.00
Product	Center Hub Bearing	22500.00	1.00	22,500.00
Product	Bearing Housing (Replacement)	2000.00	1.00	2,000.00
Service	Partial Dissassembly	6000.00	1.00	6,000.00
Service	Rigging	5000.00	1.00	5,000.00
Service	Labor	20000.00	1.00	20,000.00

NOTES: Lead Time - 2 to 4 Months from date of reciept

On-Site Consultation optional

Subtotal	93,000.00
Total	93,000.00
Amount Paid	0.00
Quote	$93,000.00

Item	Description	Unit Price	Quantity	Amount
Product	New CP Huntington 24" gauge electric train	170000.00	1.00	170,000.00
Service	Delivery/installation on track	0.00	1.00	0.00

NOTES: Price includes trade in of customers locomotive and price reflected is with a $40,000 trade-in value (original price $210,000)

Subtotal	170,000.00
Total	170,000.00
Amount Paid	0.00
Quote	$170,000.00

Item	Description	Unit Price	Quantity	Amount
Service	Conversion of brake/air system on customers coaches to conform with new electric train	4500.00	1.00	4,500.00

NOTES: Pick up of coaches for work at Western Train Company, Inc site and return of coaches is included in price

Subtotal	4,500.00
Total	4,500.00
Amount Paid	0.00
Quote	$4,500.00

Total cost of all materials & work not to exceed $295,000
40% Cost of train due at Project Start

WARRANTIES

The manufacturer shall warrant the train system for a period of one (1) year after final acceptance against any mechanical or workmanship defects. This warranty shall provide, at no cost to the owner, all parts required for repairs.

Upon notification by the owner of a malfunction with the train system, the manufacturer shall communicate via telephone with the owner to resolve said malfunction. If the malfunction is insolvable via telephone with twenty-four (24) hours of the owner's notification, as part of the warranty, the manufacturer shall ship the required parts needed.

Exceptions: No warranty will be given to non-working parts due to normal wear and tear or parts considered regular maintenance items including, but not limited to: Axels, wheels, brakes, batteries, belts, chains, oils etc. Electrical parts are not warrantied.

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

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

WESTERN TRAIN COMPANY

By: _____

Title: _____

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

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

MEETING DATE: February 5, 2024

EXECUTIVE SUMMARY

On October 2, 2023, the City Council held a public hearing on a City-initiated request for adoption of two Ordinances for the Objective Design Standards 2023 Project: 1) adding Article XXI to Chapter 18.84 of the Pittsburg Municipal Code; and 2) amending the Zoning Map for certain multi-family housing and mixed-use development projects to further housing production consistent with State law. The City Council introduced and waived further reading of two Ordinances approving the Objective Design Standards 2023 Project. This item has been continued from the November 6, 2023, the November 20, 2023, and the December 18, 2023, City Council hearings. The Ordinance is now ready for City Council adoption.

FISCAL IMPACT

There is no direct fiscal impact associated with the adoption of the proposed ordinances. Staff believes the adoption of the ODS would result in high-quality development throughout the City, furthering property values and thus, the City's property tax revenue. The Project would also likely reduce staff time related to processing multi-family housing and mixed-use development projects.

RECOMMENDATION

City Council move to adopt two Ordinances approving a Zoning Map Amendment and a Zoning Text Amendment for Objective Design Standards 2023.

BACKGROUND

On May 9, 2023, the Planning Commission held a public hearing and unanimously adopted Resolution No. 10229, recommending City Council approval of the Project. On October 2, 2023, the City Council held a public hearing and introduced and waived further reading of two Ordinances to approve a Zoning Amendment and a Map Amendment for the Objective Design Standards 2023 Project.

SUBCOMMITTEE FINDINGS

In November of 2022, a proposal to establish a City-wide overlay to implement objective design standards for qualifying projects was presented to the City's Land Use Subcommittee. Potential concerns identified by the Subcommittee included building massing and "cookie-cutter-like" architectural design. Subsequently, the City scheduled a second Land Use Subcommittee Hearing in April of 2023, to further discuss the proposed standards. Based on feedback and comments City staff presented a set of regulations, now titled "Objective Design Standards 2023" with the addition of a new chapter to address the previously raised concerns. Chapter 5, entitled "Massing and Façade Articulation Standards", provides additional objective standards to address potential clustering or semblance among adjacent structures. The Subcommittee members remarked that the addition of Chapter 5 addressed the previously raised concerns and were overall supportive of seeing the project move forward.

STAFF ANALYSIS

After the City Council holds a public hearing and introduces an Ordinance on a given matter, approval of the matter is formalized by City Council adoption of the Ordinance by a majority vote at a meeting no fewer than five days after the public hearing. The Ordinance becomes effective 30 days after the date of its adoption.

ATTACHMENTS

1. Ordinance Adding Article XXI of Chapter 18.84 to the Pittsburg Municipal Code
    - Exhibit A Objective Design Standards 2023
2. Ordinance Amending the Zoning Map, for Certain Multi-Family Housing and Mixed-Use Development Projects, to Further Housing Production Consistent with State Law
    - Exhibit A Objective Design Standards 2023 Overlay Map (Rezone)

Prepared by: Kelsey Gunter, Associate Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving Objective Design Standards 2023	)	
Adding Article XXI to Chapter 18.84 the	)	ORDINANCE NO. 24-
Pittsburg Municipal Code	)	

WHEREAS, the California Legislature has passed, and the Governor has signed a number of laws in recent years aimed at increasing the production of housing; and

WHEREAS, California Government Code Section 65913.4, as added by Senate Bill 35 of 2017, and as amended since, sets forth a ministerial approval process requiring objective design standards for specified residential housing projects; and

WHEREAS, staff has drafted a set of objective design standards to be applicable as set forth in an overlay district in compliance with state law; and

WHEREAS, the proposed amendments are governed by the applicable goals and policies of the Pittsburg General Plan and the Pittsburg Municipal Code (PMC); and

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

WHEREAS, on or prior to April 28, 2023, notice of the May 9, 2023, Planning Commission public hearing to consider this item was posted at City Hall and on the 'public notices' page of the City's website; was delivered to the Pittsburg Library; was published in the local newspaper (East Contra Costa County Times) as a 1/8 page advertisement; and was mailed via first class mail or electronic mail to interested parties and individuals and organizations that requested such notice, in accordance with PMC sections 18.14.010, and Government Code section 65090 and 65091; and

WHEREAS, on May 9, 2023, the Planning Commission held the hearing to consider proposed Resolution Recommending City Council adoption of an Ordinance Approving Objective Design Standards 2023, Adding Article XXI to Chapter 18.84 of the Pittsburg Municipal Code, and amending the Zoning Map, for certain multi-family housing and mixed-use development projects, to further housing production consistent with state law, AP-22-0117 (RZ) and voted to adopt Resolution No.10229, recommending City Council approval of adding Article XXI to Chapter 18.84 of Title 18; and

WHEREAS, in order to adopt zoning text amendments, and in accordance with PMC sections 18.16.020 and 18.48.030, the City Council must find that:

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

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

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

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

WHEREAS, on or prior to September 8, 2023, in accordance with Government Code section 65091 and Pittsburg Municipal Code (PMC) section 18.14.020, a "Notice of Public Hearing" for the September 18, 2023 public hearing to consider this item was posted at City Hall and on the 'public notices' page of the City's website; was delivered to the Pittsburg Library; was published in the local newspaper (East Contra Costa County Times) as a 1/8 page advertisement; and was mailed via first class mail or electronic mail to interested parties and individuals and organizations that requested such notice, in accordance with PMC sections 18.14.010, and Government Code section 65090 and 65091. The notice was also posted on www.nextdoor.com ("Nextdoor"); and

WHEREAS, on October 2, 2023, the City Council held a duly noticed public hearing on the Planning Commission's recommendation for the City Council to approve the proposed amendment to Title 18; and

WHEREAS, this amendment of the municipal code is exempt from the requirements of the California Environmental Quality Act (CEQA) under the general rule of applicability of the state CEQA Guidelines, section 15061, in that the activity in question consists of zoning text amendments that would not result in a physical impact on the environment.

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

SECTION 1. Findings.

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

B. Based on the City Council Staff Report dated October 2, 2023, and entitled, "Introduction and Waive First reading of Two Ordinances for Objective Design Standards 2023: Adding Article XXI to Chapter 18.84 of the Pittsburg Municipal Code and Amending the Zoning Map for Certain Multi-family Housing and Mixed-use Development Projects to Further Housing Production Consistent with State Law", and based on all written and oral testimony presented at the meeting, the City Council finds that:

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

2. The proposed amendments are consistent with the objectives, policies, general land uses and programs in the General Plan. Most specifically, Land Use Element (LUE) Goal 2-P-2 which directs the City to update the City's Zoning Ordinance and Subdivision Regulations for consistency with the General Plan.

3. The proposed amendments are compatible with uses and regulations of the land use district for which they are proposed, in that the proposed amendments would allow consistency with recently adopted or enacted legislation on Objective Design Standards by the state.

4. There is a community need for the proposed amendments in that they make PMC Title 18 more current to administering land use policies within the City of Pittsburg.

5. The proposed changes would be in conformity with the public convenience, general welfare, and good zoning practice, in that it removes ambiguities to make it clear and easier for both staff and the general public to understand and use as a guide in planning and processing development applications.

SECTION 2. Amendment. PMC Title 18 is hereby amended to add Article XXI to Chapter 18.84 as set forth below:

Article XXI. Objective Design Standards

18.84.980 Purpose.

The purpose of this article is to establish objective design standards, in compliance with state law, that protect and promote public health, safety, welfare and community aesthetics consistent with the goals, objectives and policies in the General Plan. This article establishes an application and review process for residential or mixed-use projects qualifying for ministerial approval under state law that further housing production.

18.84.985 Applicability.

A. Objective design standards shall apply to proposed development as identified in Objective Design Standards 2023.

B. The objective design standards shall be implemented through an overlay of zones.

C. Any applicant for a proposed development may select either to comply with the objective design standards or Title 18, Chapter 18.36.

18.84.990 Application Requirements.

Application requirements are set forth in Objective Design Standards 2023.

18.84.995 Standard of Review.

Proposed development subject to objective design standards and ministerial approval shall be considered in compliance with state law and requirements set forth in Objective Design Standards 2023.

SECTION 3. Approval and Adoption. The City Council hereby approves and adopts

Objective Design Standards 2023 attached as, “Exhibit A” to this Ordinance.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 5. Severability. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 6. Publication. The ordinance shall be posted and published in accordance with the California Government Code.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on October 2, 2023, and was adopted and ordered published at a regular meeting of the City Council held on February 5, 2024, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk









Objective Design Standards 2023

Final Draft

July 2023

OPTICOS

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Quick Code Guide for Developments Less Than Five Acres

The following graphic is intended as a summary guide.

1 Determine your Maximum Zoning Envelope[1]

Identify your zone, see Section 2 (ODS Zone Standards)	a. Select your building type(s)	Table C of the ODS zone
	b. Comply with building placement standards	Table E of the ODS zone
	c. Comply with building form and height standards	Table D of the ODS zone
	d. Select from allowed uses	Title 18, Division III. Base District Regulations
	e. Comply with parking standards	Table G of the ODS zone
	f. Select your frontage type	Table F of the ODS zone
Identify your building type standards, see Section 4 (Building Types)	g. Comply with the standards	Tables A-F of the building type

[1] This process shall be applied to each design site.

2 Connect Ground Floor to Adjacent Streetscape

Apply your frontage type(s), see Section 6 (Frontage Types)	a. Based on your selected frontage type(s), comply with the standards	Tables A-C of the frontage type

3 Proceed to Approval Process

Identify your approval procedure, see Subsection 1.060 (Permits and Procedures)	a. Comply with the procedure standards	Subsection 1.060 (Permits and Procedures)

Quick Code Guide for Developments Over Five Acres with Widths along Front or Side Street Over 800 Feet

The following graphic is intended as a summary guide.

1 Design your Design Sites

Identify Large Sites, see Subsection 3.050 (Large Sites)	a. Comply with the standards	Subsection 3.050 (Large Sites)

2 Determine your Maximum Zoning Envelope[1]

Identify your zone, see Section 2 (ODS Zone Standards)	a. Select your building type(s)	Table C of the ODS zone
	b. Comply with building placement standards	Table E of the ODS zone
	c. Comply with building form and height standards	Table D of the ODS zone
	d. Select from allowed uses	Title 18, Division III. Base District Regulations
	e. Comply with parking standards	Table G of the ODS zone
	f. Select your frontage type	Table F of the ODS zone
Identify your building type standards, see Section 4 (Building Types)	g. Comply with the standards	Tables A-F of the building type

[1] This process shall be applied to each design site.

3 Connect Ground Floor to Adjacent Streetscape

Apply your frontage type(s), see Section 6 (Frontage Types)	a. Based on your selected frontage type(s), comply with the standards	Tables A-C of the frontage type

4 Proceed to Approval Process

Identify your approval procedure, see Subsection 1.060 (Permits and Procedures)	a. Comply with the procedure standards	Subsection 1.060 (Permits and Procedures)

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Section 1: Introduction

Subsections:

1.010 Purpose
1.020 Objective Design Standards
1.030 Applicability
1.040 Relationship to the City of Pittsburg General Plan
1.050 Relationship to Title 18 (Zoning)
1.060 Permits and Procedures

1.010 Purpose

This Article XXI, Chapter 18.84 (City of Pittsburg Objective Design Standards), shall hereafter be referred to as the "ODS." The ODS implements the City of Pittsburg's General Plan vision through the application of ODS zones and standards that reflect a context-specific approach based upon the City of Pittsburg's distinct development patterns.

1.020 Objective Design Standards

The ODS sets forth the standards for neighborhood design, building form, and uses within ODS zones. These standards reflect the community's vision for implementing the intent of the City of Pittsburg General Plan to facilitate housing production and specifically infill housing production, through development that reinforces the character and scale of the City's walkable centers, neighborhoods, and corridors.

1.030 Applicability

1. **Rules for Construction of Language.** The following general rules for construction of language apply to the text of this ODS:

    A. **Tenses and Numbers.** Words used in the present tense include the future, words used in the singular include the plural, and the plural includes the singular, unless the context clearly indicates the contrary.

    B. **Applicable.** The applicable standards of this ODS apply so as to not require stating the phrase "and all applicable standards" throughout this ODS.

    C. **Conjunctions.** Unless the context clearly indicates otherwise, the following conjunctions shall be interpreted as follows:

        (1) "And" indicates that all connected items or provisions apply;

        (2) "Or" indicates that the connected items or provisions may apply; and

        (3) "Either/or" indicates that the connected items or provisions apply singly but not in combination.

2. **ODS Implementation.**

A. This ODS apply to proposed development as identified in Table 1.030.A (Applicability).

B. The standards in this ODS are implemented through an overlay of zones, see Figure 2.020.1 (ODS Overlay Map) for zones established in this ODS.

C. Pursuant to California state law, affordable housing projects, farmworker housing and emergency shelters [all as defined in Section 8 of the ODS (Definitions)] are subject to objective design review standards. The State Legislature imposed this requirement to facilitate the creation of new housing. However, the City recognizes that for certain projects, Article XXI, Chapter 18.84 (Objective Design Standards) may be more burdensome than the City's standard zoning process under Title 18 (Zoning). To further the intent of the State Legislature in streamlining the application and approval process for these projects, the City requires the applicant to select one of the following set of objective design standards to apply to their project: (1) Title 18 (Zoning) or (2) Article XXI, Chapter 18.84 (Objective Design Standards). This shall not apply to projects eligible under Senate Bill 35.

D. The standards in this ODS prevail unless stated otherwise. See Table 1.050.A: Relationship of Article XXI, Chapter 18.84 (Objective Design Standards) to Title 18 (Zoning) for reference.

Table 1.030.A: Applicability

Development Type	ODS Applies
Objective Residential Development [1]	
Single-Unit Residential	No
Two-Unit Residential	Yes
Multi-Unit Residential	Yes
Affordable Housing [2]	Yes
Objective Mixed-Use Development [1]	
At least 2/3 of square footage designated for residential units	Yes
At least 2/3 of square footage designated for Affordable Housing [2]	Yes
Less than 2/3 of square footage designated for residential units	No
Other Development	
Non-Residential	No
Non-Objective Residential Development [3]	No
Non-Objective Mixed-Use Development [3]	No

[1] Includes Transitional and Supportive Housing, Emergency Shelters, and Farmworker Housing meeting all eligibility criteria and specific protections by development type per the Government Code.

[2] "Affordable Housing" refers to projects that contain the minimum percentage of affordable housing units to be eligible for Senate Bill 35 streamlining. See Government Code §65913.4(a)

[3] Development that does not comply with objective General Plan, zoning, and subdivision standards of the City of Pittsburg

3. **Requirements.** As required by Table 1.030.A (Applicability), the standards in this ODS apply to all proposed development and improvements within ODS zones as identified below.

   A. **General**

      (1) A design site is a portion of land within a parcel, delineated from other design sites and/or parcels to accommodate no more than one building type. From the allowed types in the ODS zone, and in compliance with the listed standards, the following shall be selected for each design site:

         (a) Only one primary building type per design site is allowed, except an Accessory Dwelling Unit and/or Junior Accessory Dwelling Unit, in compliance with Section 18.50.315 (Design and Development Standards) in Title 18 (Zoning) of the Municipal Code, may be included within a design site in addition to the primary building type. Parcels with enough land area to meet the ODS zone standards for minimum design site width and depth may have multiple design sites;

         (b) At least one private frontage type; and

         (c) At least one use type.

      (2) Building types and frontage types not listed in the ODS zone's standards are not allowed in that zone.

      (3) Uses. Refer to the underlying zone for the allowed uses and standards in Title 18, Division III. Base District Regulations.

      (4) New buildings and their improvements are subject to the City of Pittsburg local standards for Fire Safety and Building Safety.

   B. **Site Standards.** Section 3 (Site Standards)

      (1) **Screening.** The standards of Subsection 3.020 (Screening) apply to all new elements specified in Subsection 3.020 (Screening) for:

         (a) All new development;

         (b) Additions over 25 percent of the existing floor area of primary building;

         (c) Reconstruction or reconfiguration of existing primary building that includes a remodel affecting more than 25 percent of existing floor area;

         (d) Replacement of existing fencing or screening; and/or

         (e) Installation of new equipment (e.g, HVAC, backflow preventer, etc.)

      (2) **Landscaping and Tree Standards.**

         (a) Landscaping Standards. Refer to Article VII. Landscaping, Irrigation and Hydroseeding of Title 18 (Zoning) for applicable standards.

         (b) Tree Standards. Refer to Article XIX. Tree Preservation and Protection of Title 18 (Zoning) for applicable standards

(3) **Parking.** The standards of Subsection 3.030 (Parking) apply to the following:

(a) New development;

(b) Changes in land use; and/or

(c) Changes in intensity of buildings or structures made after the effective date of this ODS that cause an increase or decrease of 25 percent or greater in:

i. Gross floor area;

ii. Seating capacity;

iii. Units; and/or

iv. Parking spaces.

(d) Parking lot and access shall be redesigned in compliance with Subsection 3.030 (Parking) when additional parking of at least 25 percent from existing is proposed.

(4) **Large Site Standards.** The standards of Subsection 3.040 (Large Sites) apply to new development on a project of at least five acres in area and at least 800 feet in length along the front or side street as follows:

(a) **Design Sites**

i. New buildings are required to be designed in compliance with the design site width and depth standards of the ODS zone.

ii. This ODS does not require the recordation of design site lines. The design site width and depth standards are for the purpose of consistently achieving pedestrian-oriented and scaled buildings.

(b) **Blocks and Thoroughfares**

i. Development sites shall be divided into new blocks in compliance with Subsection 3.040.7 (Block Size).

ii. New thoroughfares are required to form blocks in compliance with Table 3.040.7 (Block Size).

iii. When designing a new thoroughfare or retrofitting an existing thoroughfare, the standards in Roadway Standard Details of the City Council Resolution 07-10785, City Standard Details and Specifications, apply.

(c) **Applying Zones for Developments over 20 acres.**

i. Developments shall apply at least two zones using only the zones established in Section 2 (ODS Zone Standards) and in compliance with Table 3.040.B (Available Zones by General Plan Land Use Designation).

(d) **Civic Space Types.** See Section 7 (Civic Space Types).

C. **Building Type Standards.** The standards of Section 4 (Building Types) apply to the following:

(1) New buildings (except public safety buildings); and

(2) Additions over 50 percent of the existing floor area of primary building (except public safety buildings).

D. **Frontage Type Standards.** The standards of Section 6 (Frontage Types) apply to the following:

(1) New buildings;

(2) Existing buildings within 30 feet of the front or side street or public open space;

(3) Private property improvement on existing building within 30 feet of a front or side street; and

(4) Modification of pedestrian entrance(s) on existing building within 30 feet of a front or side street.

E. **Civic Space Type Standards.** The standards of Section 7 (Civic Space Types) apply to the following:

(1) Development sites larger than three acres are required to create new civic space(s) in compliance with Section 7 (Civic Space Types).

F. **Nonconforming Situations.** The standards of Chapter 18.76 (Nonconforming Uses and Structures) in Title 18 (Zoning) apply to all nonconforming situations

G. **Permits and Procedures.** Applications for development are to be processed in compliance with the procedures identified in Subsection 1.060 (Permits and Procedures).

1.040 Relationship to the City of Pittsburg General Plan

This ODS implements the City's General Plan vision through a palette of ODS zones described in Section 2 (ODS Zone Standards). This ODS is applied to walkable environments, existing or new. Walkable is described as an environment that is pedestrian-oriented in nature, with a variety of housing choices, where bicycling and walking are viable daily options because services, retail, or restaurants are within 2,000 linear feet of most residences in the development.

1.050 Relationship to Title 18 (Zoning)

Table 1.050.A: Relationship of Article XXI, Chapter 18.84 (Objective Design Standards) to Title 18 (Zoning) identifies the relationship of Article XXI, Chapter 18.84 (Objective Design Standards) to Title 18 (Zoning) only for parcel(s) mapped with ODS zones subject to Article XXI, Chapter 18.84 (Objective Design Standards). All other content in Title 18 (Zoning) not identified in the table continue to apply.

Table 1.050.A: Relationship of Article XXI, Chapter 18.84 (Objective Design Standards) to Title 18 (Zoning)		
Title 18 (Zoning)		**Article XXI, Chapter 18.84 (Objective Design Standards)**
Division/Chapter	**Description**	**Status**
Division I	General Provisions	Superseded by Chapter 1 (Introduction), except as noted otherwise.
Division II	Administration	Superseded by Subsection 1.060 (Permits and Procedures), except as noted otherwise.
Division III	Base District Regulations	
Chapter 18.50	Residential Districts: RM, RMD, RH, RHD	Superseded by this Article XXI, Chapter 18.84 (Objective Design Standards), except as noted otherwise.
Chapter 18.52	Commercial Districts: CC, CN, CP, CS, CSD	Superseded by this Article XXI, Chapter 18.84 (Objective Design Standards), except as noted otherwise.
Chapter 18.53	Mixed Use Districts: M	Superseded by this Article XXI, Chapter 18.84 (Objective Design Standards), except as noted otherwise.
Chapter 18.62	Planned Development Districts: PD	Superseded by this Article XXI, Chapter 18.84 (Objective Design Standards), except as noted otherwise.
Division IV	Overlay District Regulations	
Chapter 18.74	Residential and Commercial Districts: RM-O, RMD-O, CS-O	Superseded by this Article XXI, Chapter 18.84 (Objective Design Standards), except as noted otherwise.
Division V	General Land Use Regulations	
Chapter 18.78	Off-Street Parking and Loading	Superseded by Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone, and Subsection 3.030 (Parking), except as noted otherwise.
Chapter 18.80	Development Standards for All Uses	
	18.80.010 Building Projections	Superseded by Table E (Building Placement) of the ODS zone
	18.80.015 Flag Lot	Superseded by Table C (Building Types and Design Site Size) of the ODS zone
	18.80.025 Mechanical and Utility Equipment	Superseded by Subsection 3.020 (Screening), except as noted otherwise.
	18.80.050 Street Line, Minimum length	Superseded by Table E (Building Placement) of the ODS zone
Chapter 18.84	Special Land Use Regulations Applicable to Specific Uses	
	Article IV. Fences and Walls	Superseded by Subsection 3.020 (Screening), except as noted otherwise.
All Divisions within Title 18 (Zoning) apply unless specified by this table.		

1.060 Permits and Procedures

1. **Procedures for Applications Filed Under** Senate Bill 35

   A. **Applicability**

      (1) This Subsection applies to housing development projects applying for approval under Government Code §65913.4 and replaces the City's procedures for reviewing discretionary applications.

      (2) Pursuant to California state law, affordable housing projects, farmworker housing and emergency shelters [all as defined in Section 8 of the ODS (Definitions)] are subject to objective design review standards. The State Legislature imposed this requirement to facilitate the creation of new housing. However, the City recognizes that for certain projects, Article XXI, Chapter 18.84 (Objective Design Standards) may be more burdensome than the City's standard zoning process under Title 18 (Zoning). To further the intent of the State Legislature in streamlining the application and approval process for these projects, the City requires the applicant to select one of the following set of objective design standards to apply to their project: (1) Title 18 (Zoning) or (2) Article XXI, Chapter 18.84 (Objective Design Standards).

      (3) This Subsection shall remain in effect for the same period as Senate Bill 35 provisions contained in Government Code §65913.4. Unless Senate Bill 35 provisions are extended by the State Legislature, this Subsection shall remain in effect only until January 1, 2026, and as of that date is repealed.

      (4) The California Environmental Quality Act (CEQA) does not apply to projects eligible under Senate Bill 35.

      (5) The Department of Housing and Community Development is charged with developing guidelines for implementing Senate Bill 35. These procedures may change if required by changes in those guidelines or in Government Code §65913.4.

   B. **Definitions.** Terms defined in Government Code §65913.4 shall apply to this Subsection and shall control in the event of a conflict between definitions in this ODS and definitions in Government Code §65913.4.

   C. **Application Filing**

      (1) **Preliminary Application Filing**. An applicant shall file a notice of intent to submit a Senate Bill 35 application in the form of a preliminary application consistent with Government Code §65941.1.

         (a) **Form**. A preliminary application shall be filed on a form provided by the City with the required fee. If the City has not prepared a form, a preliminary application shall be filed on the standardized form adopted by the California Department of Housing and Community Development.

         (b) **Timeline**. Within 180 calendar days after submitting a preliminary application, an applicant shall submit a full Senate Bill 35 application, provided scoping consultation has concluded consistent with Subsection 1.060.1.C.(1).(c) (Scoping Consultation).

(c) **Scoping Consultation**

i. Upon receipt of the preliminary application, the City shall contact the Native American Heritage Commission for assistance in identifying any California Native American tribe that should be noticed. The City shall provide a formal notice of the applicant's intent to submit a full application to each required California Native American tribe within 30 days of preliminary application submittal. The formal notice shall be consistent with Government Code §65913.4(b).

ii. If, within 30 days of receipt of the formal notice, any California Native American tribe that was formally noticed accepts the invitation to engage in scoping consultation, the City shall commence scoping consultation within 30 days of receiving that response.

iii. Scoping consultation shall be conducted consistent with Government Code §65913.4(b). If, after scoping consultation is concluded, a development is not eligible for Senate Bill 35 streamlining, the City shall provide written documentation as required by Government Code §65913.4(b) to the applicant and any California Native American tribe that is a party to that scoping consultation.

(2) **Full Application**. If the development remains eligible to apply under Senate Bill 35 after scoping consultation consistent with Government Code §65913.4(b) has concluded, an applicant may file a full Senate Bill 35 application on a form provided by the City with the required fee.

D. **Completeness Review**. The City shall review an application for compliance consistent with Subsection 1.060.1.E (Compliance Review); there shall be no separate or additional time frame for completeness review. Only the items necessary to determine compliance with the provisions contained in Government Code §65913.4(a) shall be required.

E. **Compliance Review**

(1) **Scope of Review**. The Review Authority's scope of review is limited to all of the provisions contained in Government Code §65913.4(a) and the objective standards in effect at the time of preliminary application submittal.

(2) **Review Time frames and** Review Authority

(a) **Consistency Review**. The Zoning Administrator or his/her designee shall determine if the application complies with all of the provisions contained in Government Code §65913.4(a) and applicable objective standards within the following time frames:

i. Within 60 calendar days of application submittal for applications that include 150 or fewer housing units.

ii. Within 90 calendar days of application submittal for applications that include 151 or more housing units.

(b) **Design Review or Public Oversight**. Any design review or public oversight (i.e., Planning Commission review) to determine if the application complies with all of the provisions contained in Government Code §65913.4(a) and applicable objective standards shall occur within the following time frames:

i. Within 90 calendar days of application submittal for applications that include 150 or fewer housing units.

ii. Within 180 calendar days of application submittal for applications that include 151 or more housing units.

(3) **Compliance Determination**

(a) **Compliant Application.** If the application complies with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards, the City shall complete any design review or public oversight and any subdivision approval within the time frames listed in this Subsection 1.060.1.E (Compliance Review). Only objective design and subdivision standards may be applied. See Subsection 1.060.1.F (Decision on Project).

(b) **Non-Compliant Application.** If the application does not comply with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards, the Review Authority shall make the following determination:

i. If the application does not comply with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards, the Review Authority shall provide the applicant with written documentation of which standards the development conflicts with and an explanation of the reasons the development conflicts with each standard.

ii. Resubmitted Application. If the project was found to be non-compliant, the applicant may resubmit the application for Senate Bill 35 streamlining, and the City shall review it for compliance with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards subject to the same timelines in this Subsection.

iii. Project Ineligible. If the project is ineligible for Senate Bill 35 streamlined processing, the applicant may elect to submit an application for the applicable discretionary approval.

F. **Decision on Project**

(1) **Project Approval and Findings.** The Review Authority shall approve the application if the Review Authority finds that the proposed development is compliant with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards, including objective subdivision standards.

(2) **Conditions of Approval.** The Review Authority may impose conditions of approval provided those conditions of approval are objective and broadly applicable to development within the City.

G. **Post-decision Procedures**

(1) **Subsequent Permits.** Any necessary subsequent permits shall be issued on a ministerial basis subject to applicable objective standards. If a public improvement is necessary to implement a development subject to this Subsection, and that public improvement is located on land owned by the City , the Review Authority shall process any approvals needed as required by Government Code §65913.4(h)(3).

(2) **Post-Approval Modifications**

(a) **Post-Approval Modification Request.** An applicant or the City may request a modification to an approved development if that request is made prior to the issuance of the final building permit.

(b) **Applicability of Objective Standards to Modifications.** The Review Authority shall only apply objective standards in effect when the original application was submitted, except that objective standards adopted after the date of original submittal may be applied in any of the following instances:

i. The total number of residential units or total square footage of construction changes by 15 percent or more; or

ii. The total number of residential units or total square footage of construction changes by five percent or more, and it is necessary to subject the development to an objective standard beyond those in effect when the application was submitted in order to mitigate or avoid a specific adverse impact upon public health of safety, for which there is no feasible alternative method to satisfactorily mitigate or avoid.

(c) **Post-Approval Modification Review Time frame and Decision.** The Review Authority shall determine if the modification is consistent with objective planning standards and issue a decision on the applicant's modification request within 60 days after submittal unless design review is required, in which case a decision shall be made within 90 days.

(3) **Expiration.** An application approved consistent with this Subsection shall remain valid for three years; however, an application approval shall not expire if the development includes public investment in housing affordability, beyond tax credits, where 50 percent of the units are affordable to households making at or below 80 percent of the area median income consistent with Government Code §65913.4(f).

(4) **Extension.** At the discretion of the Review Authority, a one-year extension may be granted consistent with Government Code §65913.4(f)(3).

2. **Procedures for applications filed consistent with the Housing Accountability Act**

A. **Applicability**

(1) This Subsection applies to housing development projects as defined by Government Code §65589.5(h)(2).

(2) Pursuant to California state law, affordable housing projects, farmworker housing and emergency shelters [all as defined in Section 8 of the ODS (Definitions)] are subject to objective design review standards. The State Legislature imposed this requirement to facilitate the creation of new housing. However, the City recognizes that for certain projects, Article XXI, Chapter 18.84 (Objective Design Standards) may be more burdensome than the City's standard zoning process under Title 18 (Zoning). To further the intent of the State Legislature in streamlining the application and approval process for these projects, the City requires the applicant to select one of the following set of objective design standards to apply to their project: (1) Title 18 (Zoning) or (2) Article XXI, Chapter 18.84 (Objective Design Standards).

(3) This Subsection shall remain in effect for the same period as provisions contained in the Government Code §65589.5 (Housing Accountability Act). Any provisions that are not extended by the State Legislature shall be repealed as of the date those provisions in the Housing Accountability Act are deemed null and void.

B. **Definitions.** Terms defined in Government Code §65589.5 shall apply to this Subsection and shall control in the event of a conflict between definitions in this ODS and definitions in Government Code §65589.5.

C. **Application Filing**

(1) **Preliminary Application Filing (Optional).** An applicant may file a preliminary application consistent with Government Code §65941.1.

(a) A preliminary application shall be filed on a form provided by the City with the required fee. If the City has not prepared a form, a preliminary application shall be filed on the standardized form adopted by the California Department of Housing and Community Development.

(b) Within 180 calendar days after submitting a preliminary application, an applicant shall submit a full application for the housing development.

(2) **Full Application.** An applicant may file a full application for a housing development without filing a preliminary application. The full application shall be filed on a form provided by the City with the required fee.

D. **Conflicting Procedures.** This Subsection provides additional procedures that shall be followed for applicable projects. If conflicts occur between the City's procedures and the procedures of this Subsection, this Subsection shall control.

E. **Completeness Review**

(1) **Preliminary Application.** If a preliminary application is filed, the preliminary application shall be deemed complete when the preliminary application containing all of the information listed in the preliminary application form is submitted. If all listed information is not provided, the City shall request the missing information from the applicant.

(2) **Full Application**

(a) Once a full application is submitted, the City shall inform the applicant in writing within 30 calendar days of submittal or resubmittal that the application is complete or incomplete and the additional information required consistent with Government Code §65943. Only information requested in the City's application forms can be requested. If the City does not provide written notification within this time frame, the application shall be deemed complete. The City shall review each resubmittal within the 30-day period and cannot request information that was not listed in the first incompleteness letter.

(b) If an applicant receives written notification that the application is incomplete, and a preliminary application was submitted for the housing development, the applicant shall submit the information needed to complete the application within 180 calendar days of receiving the written notification of incompleteness. If the applicant does not submit this information within this time frame, the preliminary application shall expire and have no further force or effect.

(c) If a second determination of incompleteness is provided, the applicant shall be able to appeal the decision to the City Council. The City shall make a decision on the appeal no later than 60 calendar days after receipt of the applicant's written appeal. The initial appeal may be to the Planning Commission, but in that case the City Council shall still make a decision within 60 days. If the decision on the appeal is not made within this time frame, the application shall be deemed complete.

F. **Compliance Review**

(1) **Scope of Review**

(a) **Housing Development with a Preliminary Application Submittal.** A housing development for which a preliminary application was submitted shall only be subject to the ordinances, policies, and standards adopted and in effect when the preliminary application is submitted, except in the following circumstances:

i. A fee, charge, or other monetary exaction increase resulting from an automatic annual adjustment based on an independently published cost index that is referenced in the ordinance or resolution establishing the fee or monetary exaction.

ii. A preponderance of the evidence in the record establishes that subjecting the housing development to an ordinance, policy, or standard beyond those in effect when the preliminary application was submitted is necessary to mitigate or avoid a specific, adverse impact upon the public health or safety, and there is no feasible alternative method to satisfactorily mitigate or avoid the adverse impact.

iii. Subjecting the housing development to an ordinance, policy, standard, or any other measure, beyond those in effect when the preliminary application was submitted is necessary to avoid or substantially lessen an impact consistent with CEQA.

iv. The housing development has not commenced construction within 2.5 years following the date of the housing development's final approval (as defined in Government Code §65589.5(o)(1)(D)).

v. The number of residential units or square footage of construction proposed changes by 20 percent or more, exclusive of any increase resulting from a density bonus, incentive, concession, waiver, or similar provision.

(b) **Housing Development without a Preliminary Application Submittal.** A housing development shall be subject to objective standards in effect when the application was deemed complete.

(2) **Review Time frames**

(a) Applications for housing development containing 150 or fewer units shall be reviewed for compliance with applicable objective standards within 30 calendar days of being deemed complete.

(b) Applications for housing development containing more than 150 units shall be reviewed for compliance with applicable objective standards within 60 calendar days of being deemed complete.

(3) **Review Authority.** The Review Authority shall be the Review Authority consistent with the City's procedures for the full application; however, if the Director of Planning & Building or his/her designee is not the Review Authority, the Director of Planning & Building or his/her designee may serve as the Review Authority, if necessary, to comply with Review Timelines described in Subsection 1.060.2.F.(2) (Review Time frames).

(4) **Compliance Determination**

(a) The Review Authority shall identify the specific standard(s) that the project does not comply with and provide an explanation of the reason(s) why the housing development is considered to be inconsistent or non-compliant with identified provisions and shall provide the written determination to the applicant.

(b) A housing development is considered in compliance with this ODS, and shall not require a Zoning Map Amendment, if the housing development complies with objective General Plan standards but the zoning for the housing development site is inconsistent with the General Plan.

(5) **Limited Hearings/Meetings.** If a housing development complies with applicable objective standards, the City shall not conduct more than five public hearings (including continuances), workshops, or similar meetings after the full application is complete in connection with the approval of the housing development consistent with Government Code §65905.5. Meetings required by CEQA are exempt from the limit.

G. **Findings and Decision**

(1) **Findings**

(a) If the proposed housing development complies with applicable objective General Plan, zoning, and subdivision standards and criteria, including design review standards, the Review Authority may only deny the housing development or conditionally approve the housing development at a lower density if the Review Authority makes written findings supported by a preponderance of the evidence in the record that:

i. The housing development would have a specific, adverse impact upon the public health or safety unless the housing development is denied or conditionally approved at a lower density. A "specific, adverse impact" means a "significant, quantifiable, direct, and unavoidable impact, based on identified written public health or safety standards, policies, or conditions as they existed on the date that the project was deemed complete"; and

ii. There is no feasible method to satisfactorily mitigate or avoid the adverse impact other than the denial of the housing development or conditional approval of the housing development at a lower density.

(b) If the housing development includes 20 percent of units affordable to very low or low-income households, 100 percent of units affordable or moderate or middle income households, or an emergency shelter, the Review Authority shall approve the housing development unless the Review Authority makes written findings supported by a preponderance of the evidence in the record, as to at least one of the findings in Government Code §65589.5(d).

(2) **Decision Time frames.** The Review Authority shall approve or deny the housing development within the following applicable period:

(a) 90 days from Environmental Impact Report certification;

(b) 60 days from Environmental Impact Report certification for an affordable housing development consistent with Government Code §65950(a)(3);

(c) 60 days from adoption of a Negative Declaration; or

(d) 60 days from determination of CEQA exemption.

H. **Post-Decision Procedures.** Post-decision procedures for the required permit (full application) shall be followed provided those procedures do not conflict with applicable Government Code sections for housing developments (i.e., Housing Accountability Act, Government Code §65589.5).

Figure 1.060.A: Process for Developments Eligible for Senate Bill 35 Streamlining with 150 units or Fewer (Government Code §65913.4)

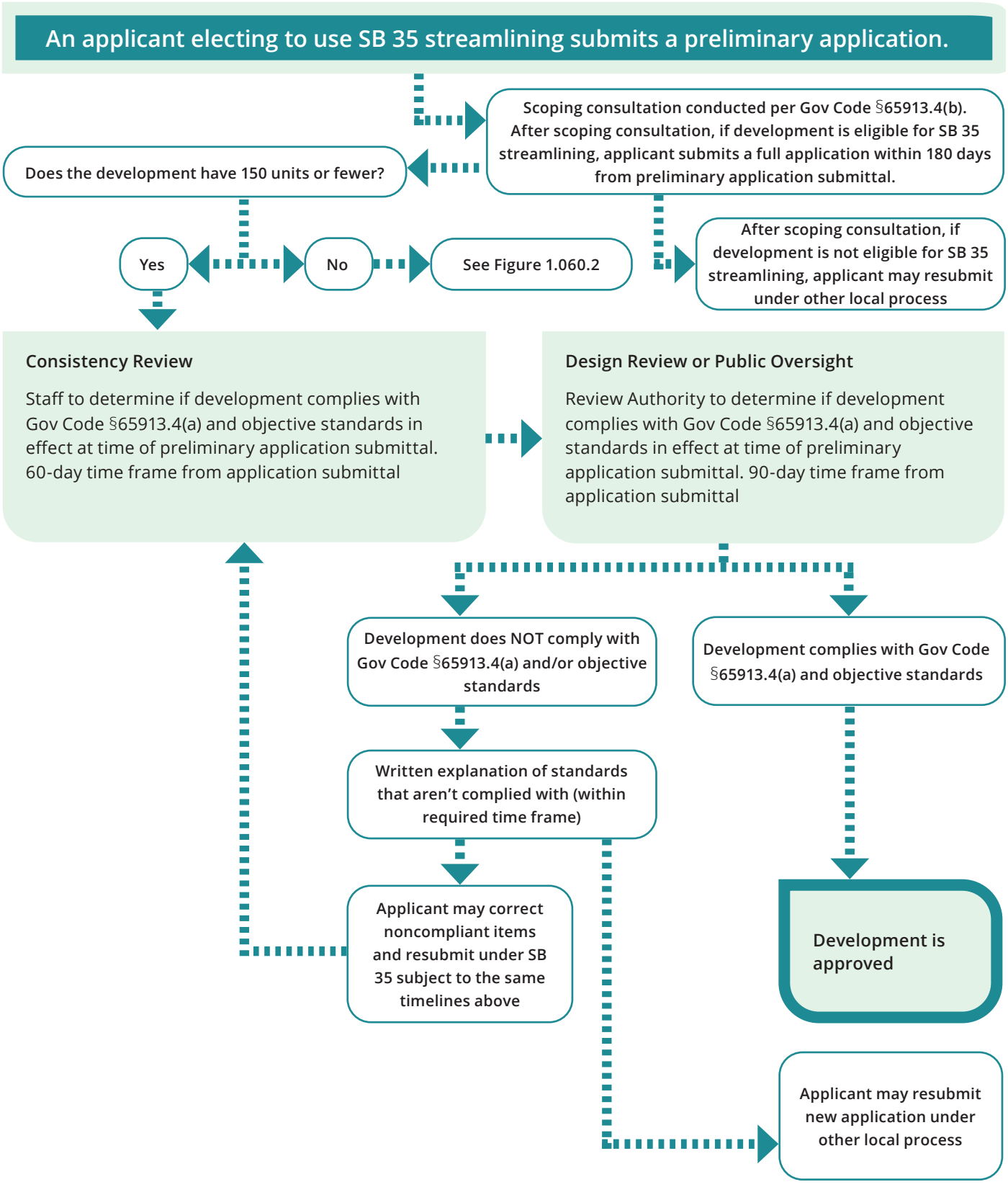


Figure 1.060.B: Process for Developments Eligible for Senate Bill 35 Streamlining with 151 units or More (Government Code §65913.4)

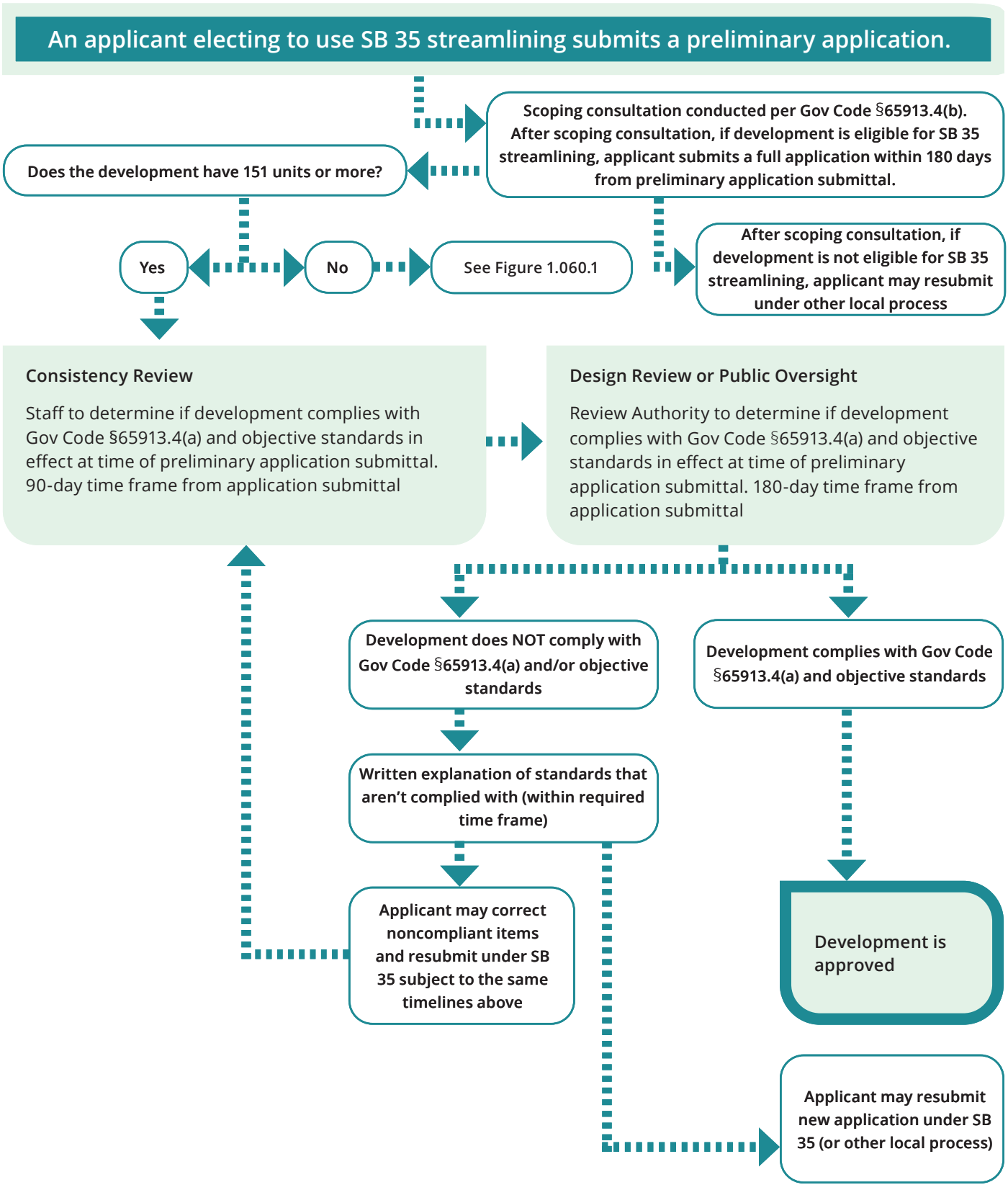
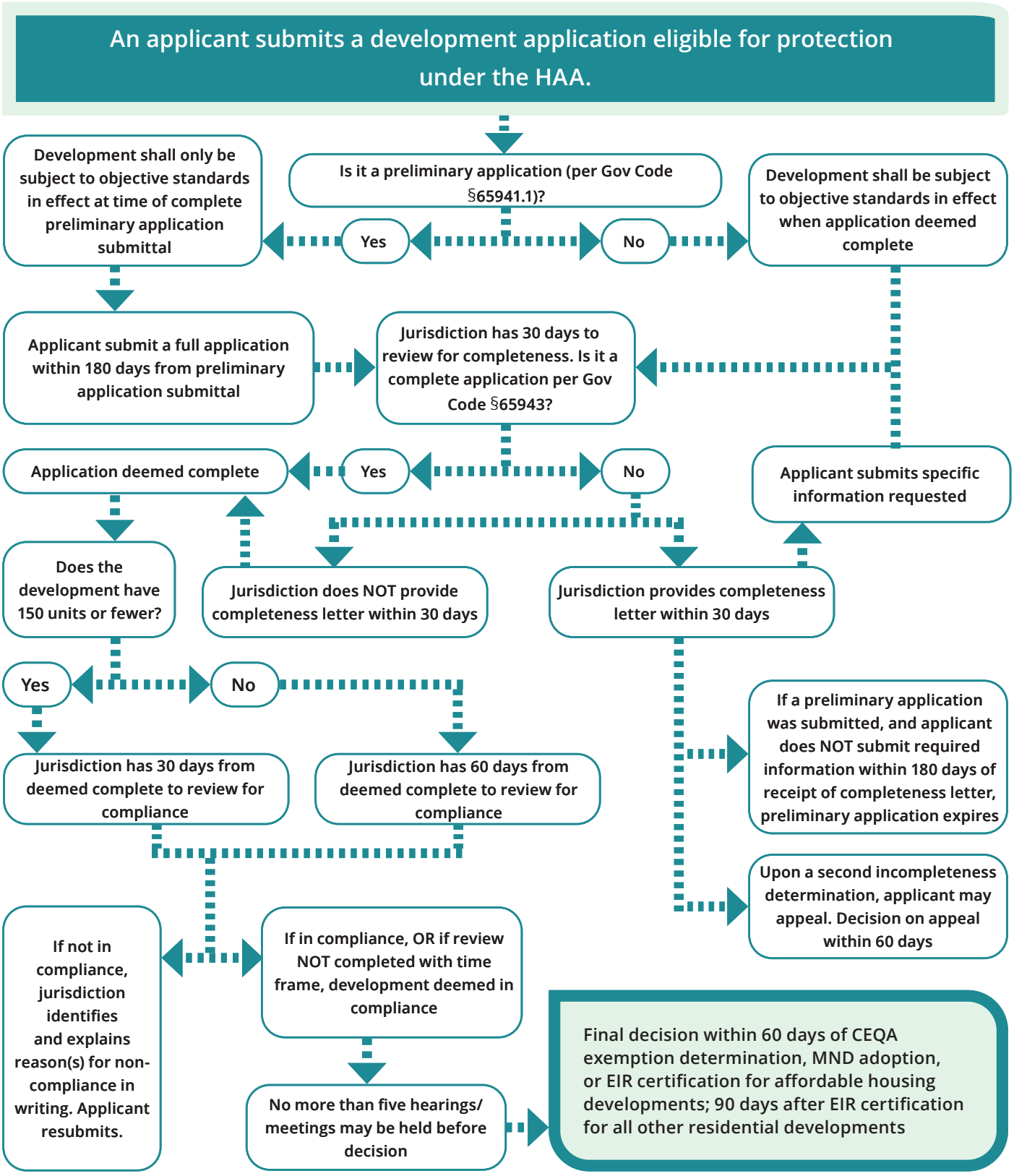


Figure 1.060.C: Process for Developments Eligible for Housing Accountability Act (HAA) Protection (Government Code §65589.5)



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Section 2: ODS Zone Standards

Subsections:

2.010 Purpose
2.020 ODS Overlay Map
2.030 Overview of ODS Zones
2.040 T3 Neighborhood (T3N)
2.050 T4 Neighborhood (T4N)
2.060 T4 Main Street (T4MS)
2.070 T5 Neighborhood (T5N)
2.080 T5 Main Street (T5MS)
2.090 Allowed Uses

2.010 Purpose

This Section provides zones and standards to implement the City of Pittsburg General Plan to generate and support the variety of physical character of the intended development.

2.020 ODS Overlay Map

The zones established in this Section are mapped on Figure 2.020.1 (ODS Overlay Map). In addition to identifying the zoning for each parcel, Figure 2.020.1 (ODS Overlay Map) identifies specific urban design requirements.

2.030 Overview of ODS Zones

Table 2.020.A (Overview of ODS Zones) provides an overview of each ODS zone and its intent. This information is to show how the broader transects have been applied, and as qualitative background information on the intended physical character, allowed range of uses, and direction for the detailed standards in each ODS zone. See referenced Subsection(s) for standards.

Figure 2.020.1 ODS Overlay Map

T3N
T4N
T4MS
T5N
T5MS
Large Site > 5 ac and > 800 ft wide
Large site > 20 ac
Zones where ODS do not apply
BART Station
BART Line
BART Pedestrian Walkshed
RASP
BayPoint Master Plan

Figure 2.020.2 ODS Overlay Map - Area 1

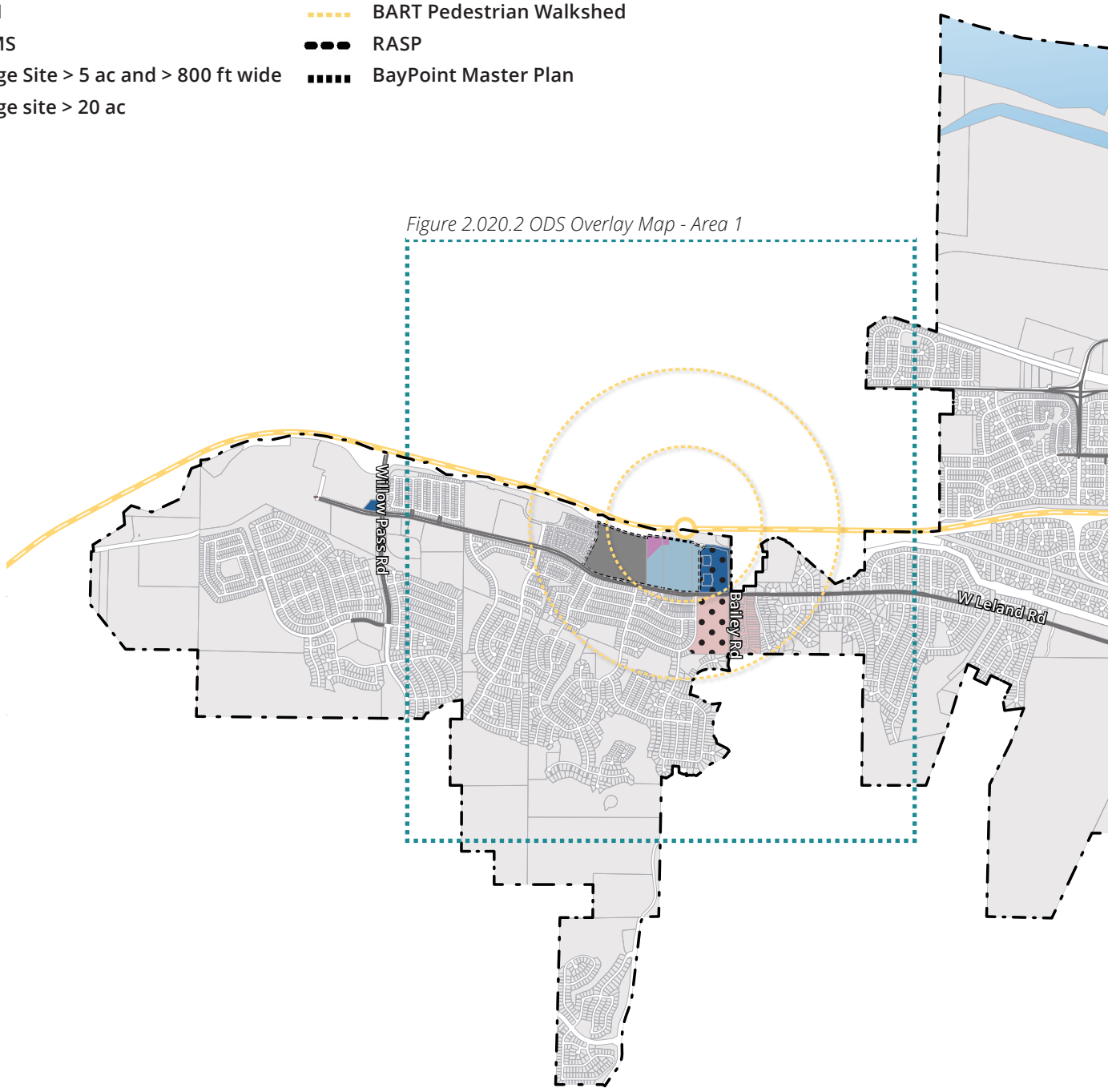


Figure 2.020.3 ODS Overlay Map - Area 2

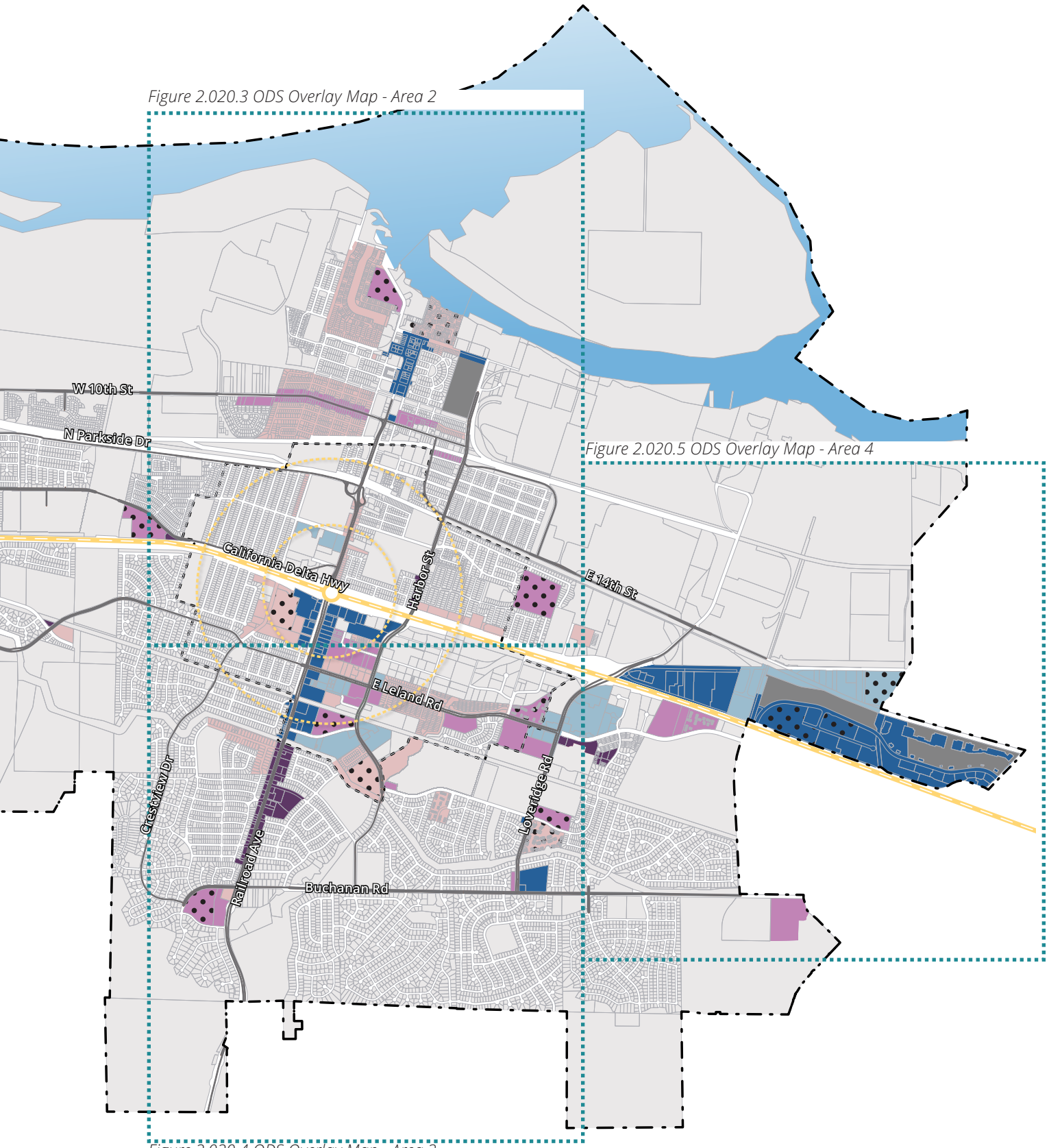


Figure 2.020.4 ODS Overlay Map - Area 3

Figure 2.020.5 ODS Overlay Map - Area 4

Figure 2.020.2 ODS Overlay Map - Area 1

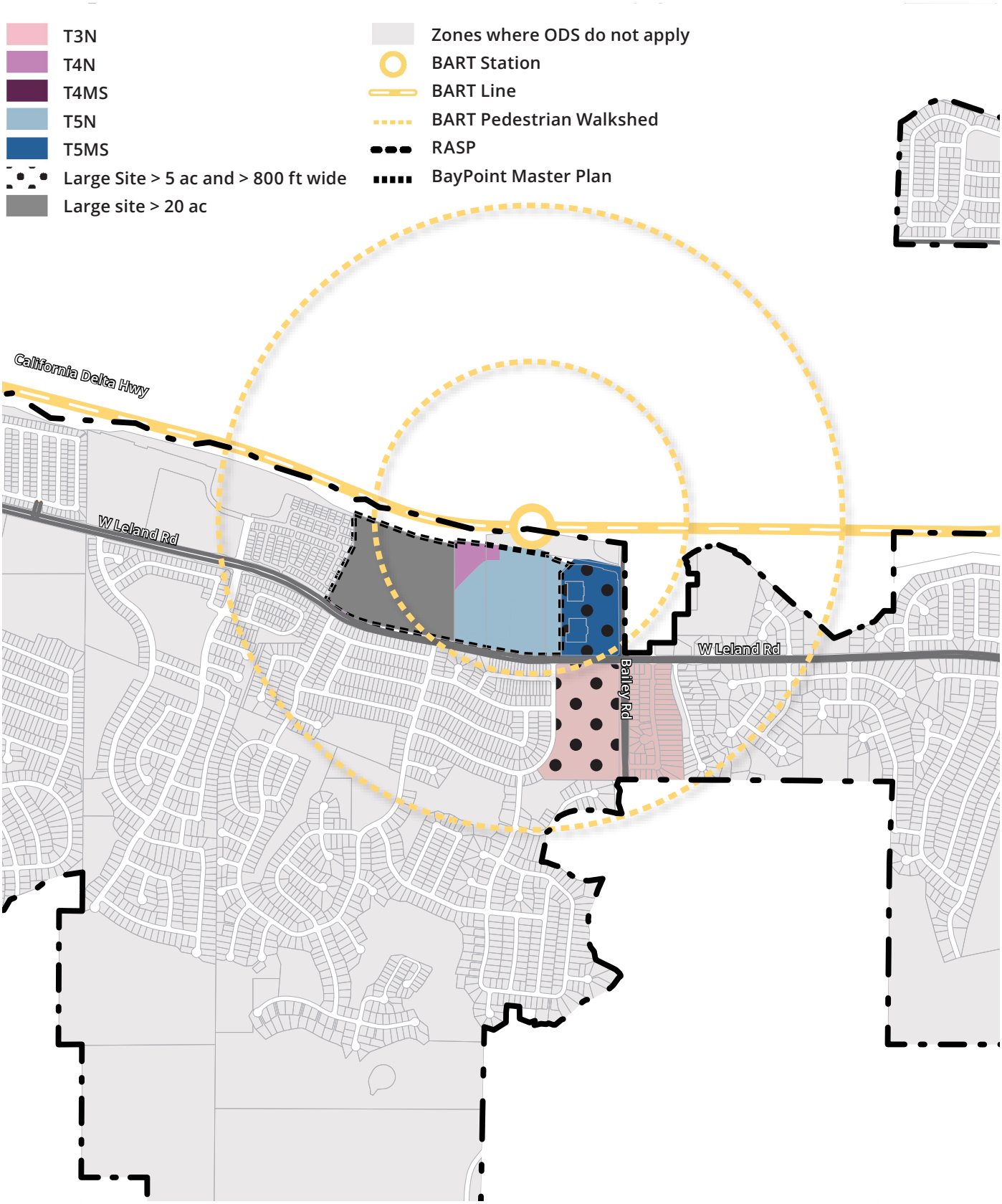


Figure 2.020.3 ODS Overlay Map - Area 2

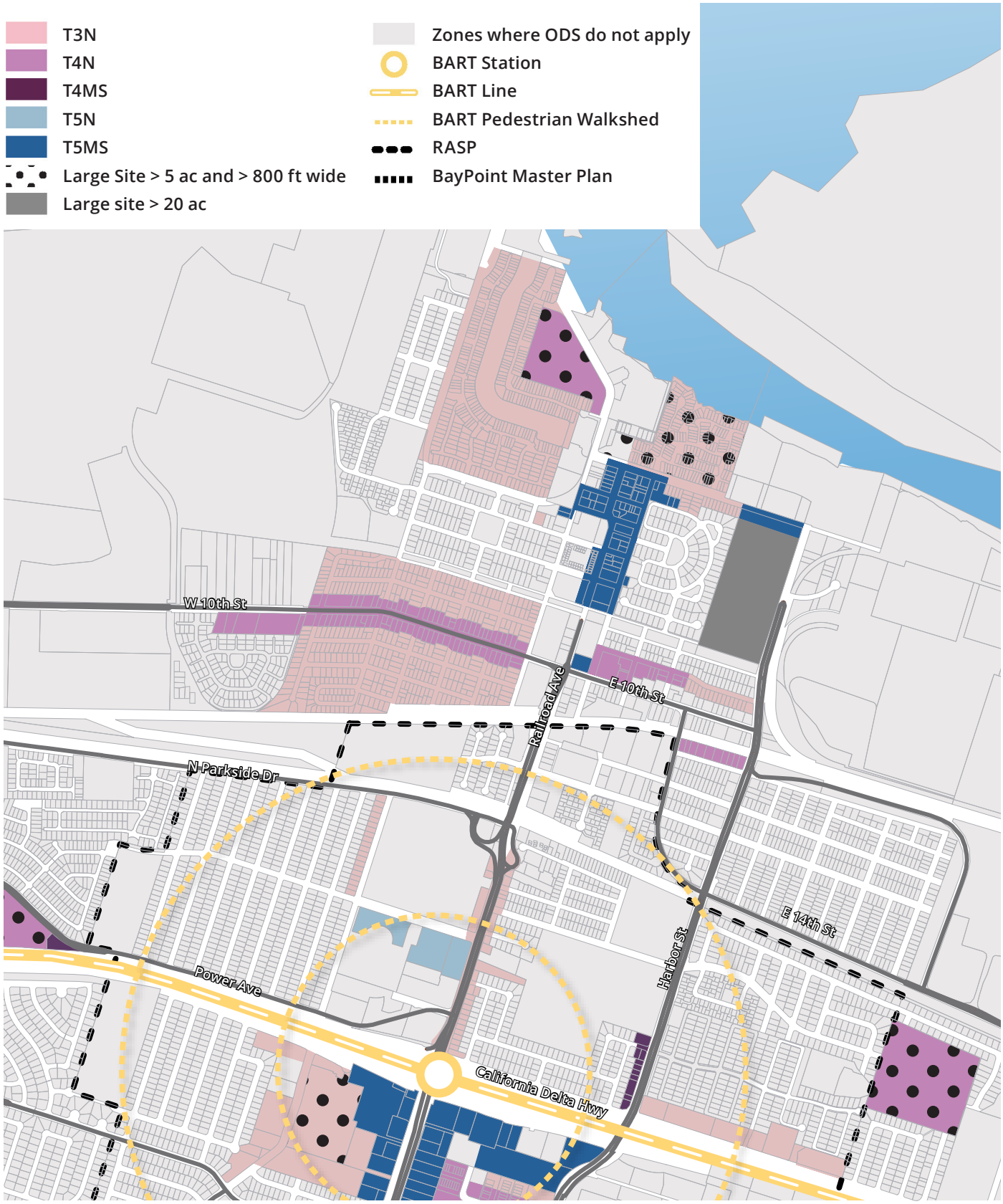


Figure 2.020.4 ODS Overlay Map - Area 3

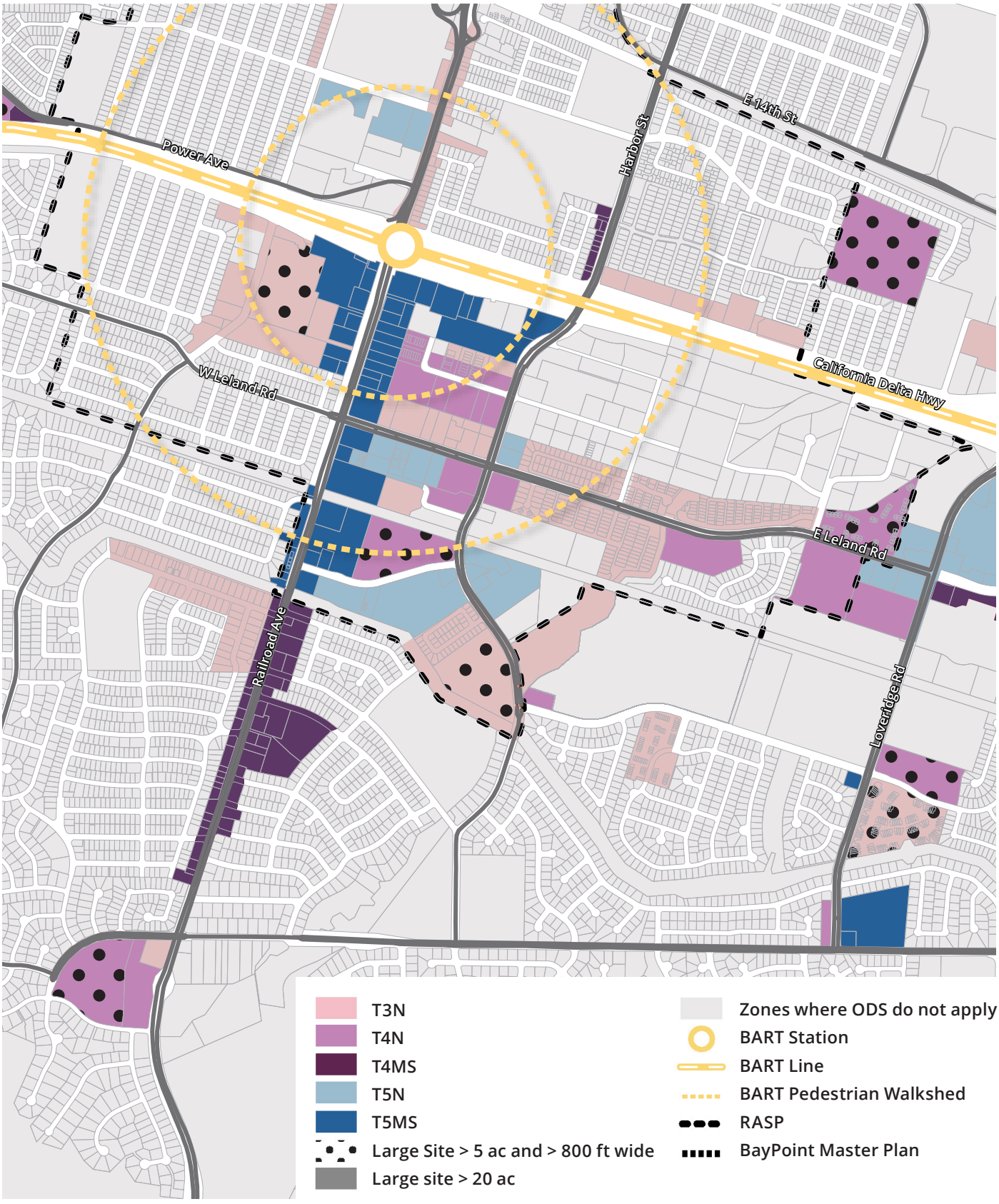


Figure 2.020.5 ODS Overlay Map - Area 4

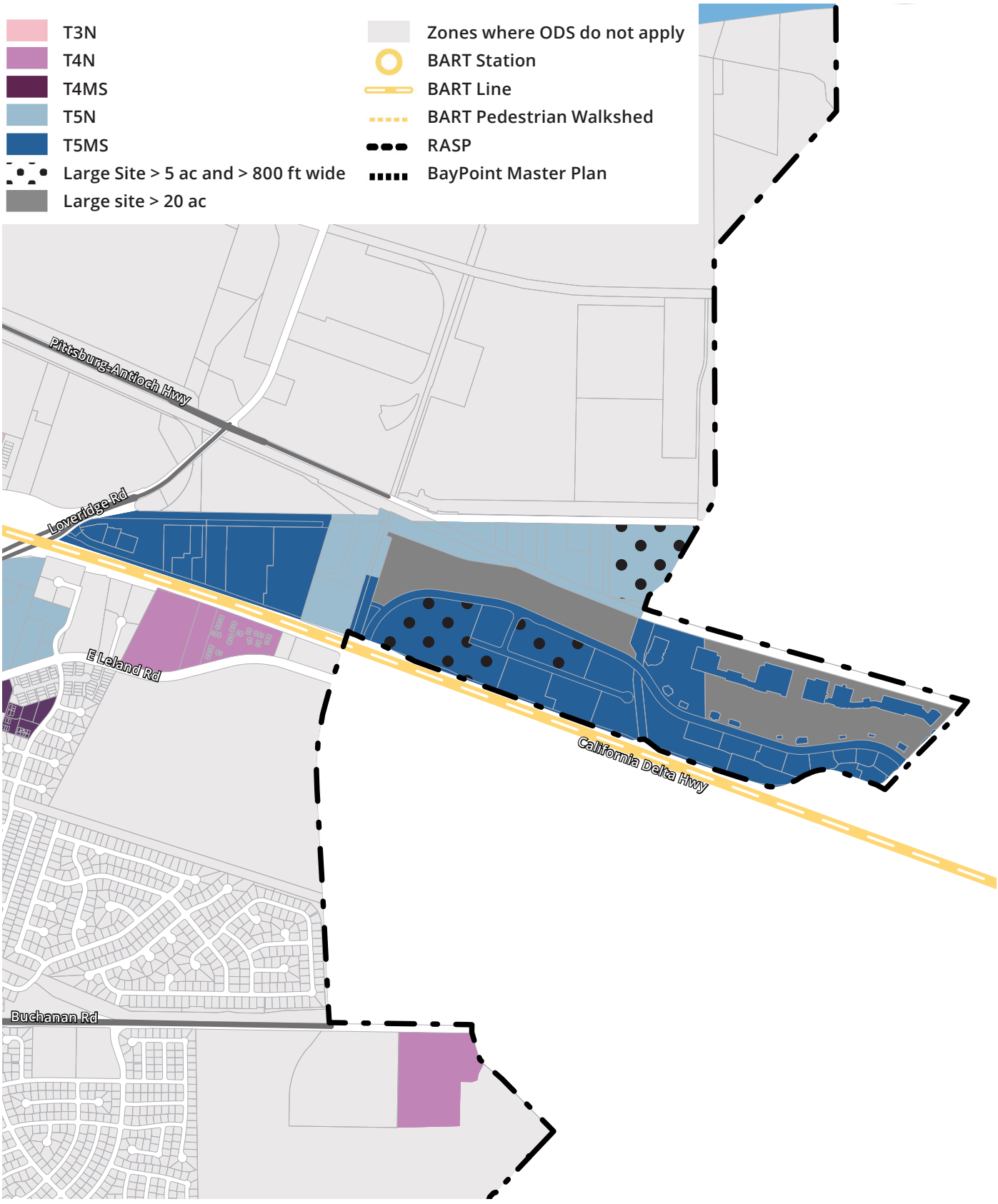


Table 2.030.A: Overview of ODS Zones

Less Urban

T3 Neighborhood 2.040	T4 Neighborhood 2.050
	
Zone Abbreviation	**Zone Abbreviation**
T3N	T4N
Intent	**Intent**
A walkable neighborhood environment of small-to-medium footprint, low-intensity housing choices, supporting and within short walking distance of neighborhood-serving retail and services.	A walkable neighborhood environment of small-to-medium footprint, moderate-intensity housing choices, supporting and within short walking distance of neighborhood-serving retail and services.
Desired Form	**Desired Form**
House-Scale Buildings	House-Scale Buildings
Primarily Detached Buildings	Primarily Detached Buildings
Small-to-Medium Building Footprint	Small-to-Medium Building Footprint
Medium-to-Large Front Setbacks	Small-to-Medium Front Setbacks
Medium-to-Large Side Setbacks	Small-to-Medium Side Setbacks
Up to 3 Stories	Up to 4 Stories

Table 2.030.A: Overview of ODS Zones (Continued)

T4 Main Street 2.060



Zone Abbreviation

T4MS

Intent

A walkable district of medium footprint, moderate intensity, mixed-use buildings and housing choices, supporting neighborhood-serving ground floor retail, food and services.

Desired Form

Mostly Block-Scale Buildings

Primarily Attached Buildings

Medium Building Footprint

Small-to-None Front Setbacks

Small-to-None Side Setbacks

Up to 3 Stories

T5 Neighborhood 2.070



Zone Abbreviation

T5N

Intent

A walkable neighborhood environment with medium-to-large footprint, moderate-intensity housing choices, supporting and within short walking distance of neighborhood-serving retail and services.

Desired Form

Primarily Block-Scale Buildings

Primarily Attached Buildings

Medium-to-Large Building Footprint

Small Front Setbacks

Small Side Setbacks

Up to 5 Stories

Table 2.030.A: Overview of ODS Zones (Continued)

More Urban

T5 Main Street 2.080



Zone Abbreviation

T5MS

Intent

A walkable district of medium-to-large footprint, mixed-use buildings and housing choices, supporting neighborhood-serving ground floor retail, food and services.

Desired Form
Block-Scale Buildings
Primarily Attached Buildings
Medium-to-Large Building Footprint
Small-to-None Front Setbacks
Small-to-None Side Setbacks
Up to 5 Stories

2.040 T3 Neighborhood (T3N)



General note: the illustrations above are intended to provide a brief overview of the zone and are descriptive in nature.

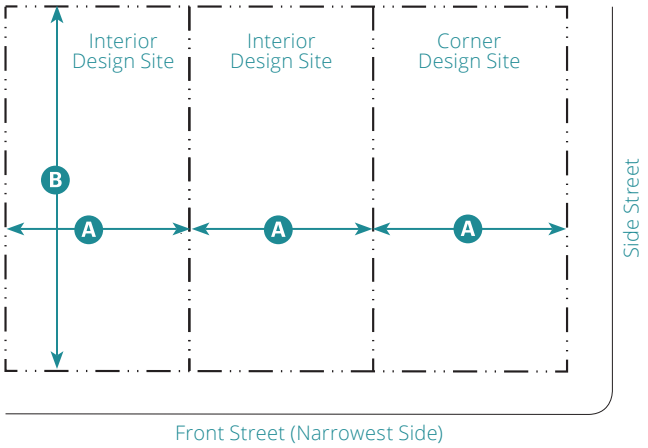
Table 2.040.A Intent

A walkable neighborhood environment of small-to-medium footprint, low-intensity housing choices, supporting and within short walking distance of neighborhood-serving retail and services.

Table 2.040.B Building Types and Design Site Size		
Allowed Building Types	**Design Site**	
(Primary Building)	**Width A**	**Depth B**
House-Scale		
Duplex Side-by-Side	60' min.	110' min.
Duplex Stacked	50' min.	100' min.
Cottage Court	90' min.	120' min.
Townhouse	25' min.	100' min.
Design Site		
Each design site shall have only one primary building type.		
Design sites of at least 5 acres and at least 800 feet wide along the Front or Side Street are required to include new street(s) and civic space per Subsection 3.040 (Large Sites).		
Accessory Dwelling Unit/Junior Accessory Dwelling Unit		
See Section 18.50.315 (Design and Development Standards) of Title 18 (Zoning) for standards.		

Table 2.040.C Building Form		
Primary Building		
Stories	3 max.	
To Highest Eave/Parapet	35' max.	C
Overall	40' max.	D
Ground Floor Finish Floor Level		
Residential Uses	By allowed Frontage Type or Base Flood Elevation Plus 1'; which ever is greater	E
Non-Residential Uses	6" max.	E
Common entries may be set at grade in compliance with local and federal accessibility standards.		
Habitable Space on Ground Floor along front facade		
Depth	12' min. Cottage Court 30' min. All Other Building Types	F F
Ground Floor Clear Height		
Residential Uses	9' min.	G
Non-Residential Uses	10' min.	G
Accessory Dwelling Unit/Junior Accessory Dwelling Unit		
See Section 18.50.315 (Design and Development Standards) for standards.		
Building Footprint and Massing		
Additional standards	Section 4 (Building Types) and Section 5 (Massing and Facade Articulation Standards)	

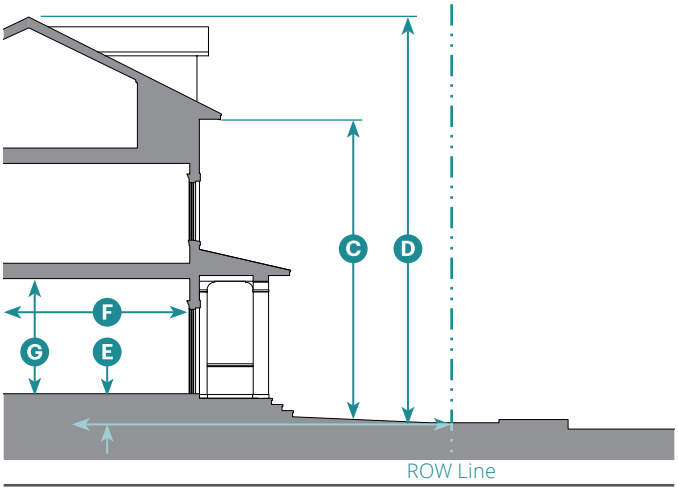
Figure 2.040.1



Key

ROW/ Design Site Line

Figure 2.040.2



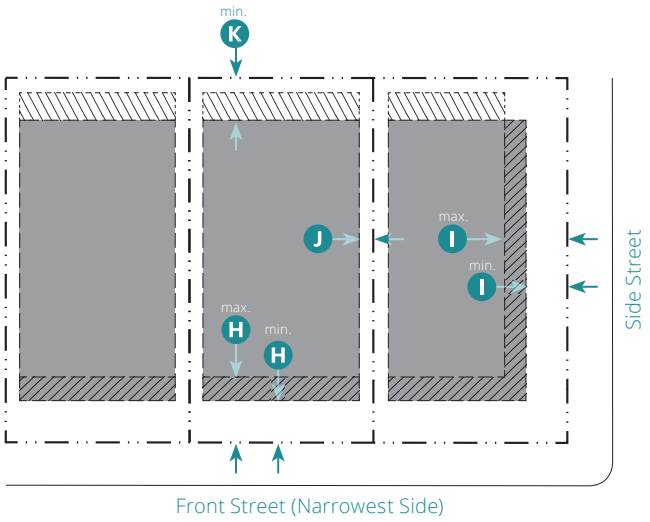
Key

ROW Line

Table 2.040.D Building Placement			
Setback (Distance from ROW/ Design Site Line)			
Primary Building			
Front (Facade Zone)	15' min.	25' max.	H
Side Street (Facade Zone)	15' min.	25' max.	I
Side	7' min.		J
Rear	20' min.		K
Accessory Dwelling Unit/Junior Accessory Dwelling Unit See Section 18.50.315 (Design and Development Standards) for standards.			
Accessory Structures See Article I (Accessory Structures) of Chapter 18.84 for standards.			
No internal Side setback required between Townhouses in a Run			
Encroachments into Minimum Setbacks			
Architectural Features, including ramps and stairs, may encroach into minimum setbacks a maximum of 10 feet.			
Building Facade			
Facade Zone Defined By Building			
Total length of facade required within the facade zone:			
Front	60% min. exclusive of setbacks		
Side Street	50% min. exclusive of setbacks		

Table 2.040.E Frontages	
Allowed Frontage Types	**Standards**
Porch Projecting	6.040
Porch Engaged	6.050
Dooryard	6.060
Stoop	6.070

Figure 2.040.3

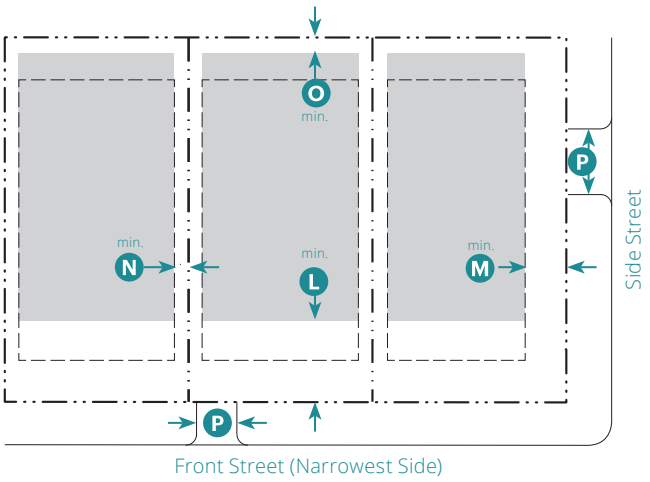


Key

- ROW/ Design Site Line
- Building Setback Line
- Buildable Area
- Acc. Structures Only
- Facade Zone

Table 2.040.F On-Site Vehicular and Bicycle Parking		
Vehicular Spaces		
Residential Uses		
Studio or 1 Bedroom	1 min. per unit	
2 or More Bedrooms	1.5 min. per unit	
Allowed Non-Residential Uses per Building		
≤ 1,000 sf	0 min.	
≥ 1,000 sf	1.5 min. per 1,000 sf above first 1,000 sf	
Additional standards	Subsection 3.030 (Parking)	
Bicycle Spaces		
Residential Uses		
Studio or 1 Bedroom	1 min. per unit	
2 or More Bedrooms	2 min. per unit	
Setback (Distance from ROW/ Design Site Line)		
Front	45' min.	L
Side Street	25' min.	M
Side	5' min.	N
Rear	5' min.	O
Bicycles may be parked anywhere on design site, in compliance with pedestrian and vehicular access standards.		
Driveway		
Curb Cut/Width		P
One-Way	12' max.	
Two-Way	Not Allowed	
Curb cut width may exceed allowed max. width along alley.		
Driveways may be shared between adjacent design sites but shall not exceed maximum allowed width.		
Driveway access on corner design sites required from side street or rear.		

Figure 2.040.4



Key

ROW/ Design Site Line

Building Setback Line

Parking Area

2.050 T4 Neighborhood (T4N)



General note: the illustrations above are intended to provide a brief overview of the zone and are descriptive in nature.

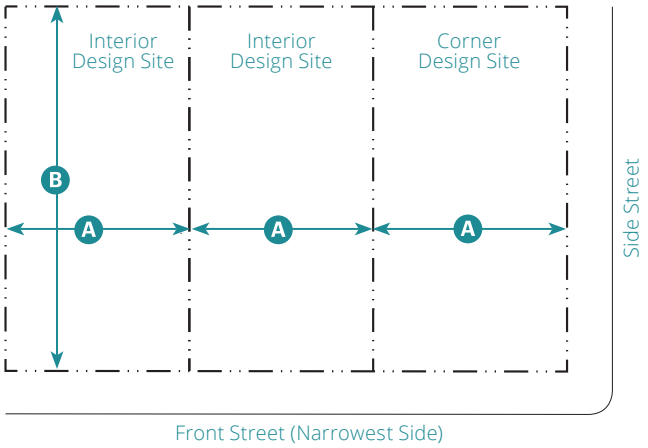
Table 2.050.A Intent

A walkable neighborhood environment of small-to-medium footprint, moderate-intensity housing choices, supporting and within short walking distance of neighborhood-serving retail and services.

Table 2.050.B Building Types and Design Site Size		
Allowed Building Types	**Design Site**	
(Primary Building)	**Width A**	**Depth B**
House-Scale		
Multiplex Small	60' min.	110' min.
Townhouse	18' min.	100' min.
Courtyard Building Small	100' min.	150' min.
Design Site		
Each design site shall have only one primary building type.		
Design sites of at least 5 acres and at least 800 feet wide along the Front or Side Street are required to include new street(s) and civic space per Section 3.040 (Large Sites).		
Accessory Dwelling Unit/Junior Accessory Dwelling Unit		
See Section 18.50.315 (Design and Development Standards) of Title 18 (Zoning) for standards.		

Table 2.050.C Building Form		
Primary Building		
Stories	4 max.	
To Highest Eave/Parapet	45' max.	C
Overall	50' max.	D
Ground Floor Finish Floor Level		
Residential Uses	By allowed Frontage Type or Base Flood Elevation Plus 1'; which ever is greater	E
Non-Residential Uses	6" max.	E
Common entries may be set at grade in compliance with local and federal accessibility standards.		
Habitable Space on Ground Floor along front facade		
Depth	30' min.	F
Ground Floor Clear Height		
Residential Uses	9' min.	G
Non-Residential Uses	10' min.	G
Accessory Dwelling Unit/Junior Accessory Dwelling Unit		
See Section 18.50.315 (Design and Development Standards) for standards.		
Building Footprint and Massing		
Additional standards	Section 4 (Building Types) and Section 5 (Massing and Facade Articulation Standards)	

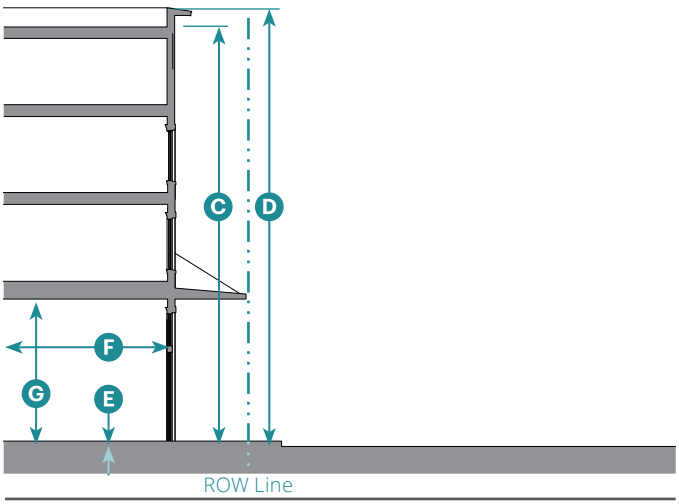
Figure 2.050.1



Key

ROW/ Design Site Line

Figure 2.050.2



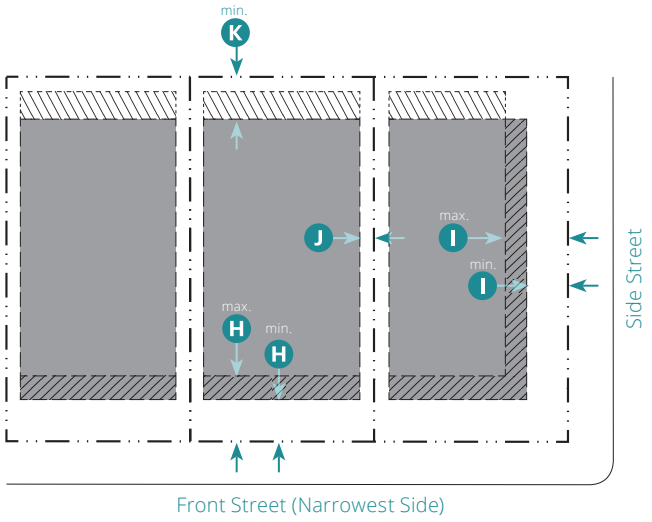
Key

ROW Line

Table 2.050.D Building Placement			
Setback (Distance from ROW/ Design Site Line)			
Primary Building			
Front (Facade Zone)	10' min.	20' max.	H
Side Street (Facade Zone)	10' min.	20' max.	I
Side	5' min.		J
Rear	20' min.		K
Accessory Dwelling Unit/Junior Accessory Dwelling Unit See Section 18.50.315 (Design and Development Standards) for standards.			
Accessory Structures See Article I (Accessory Structures) of Chapter 18.84 for standards.			
No internal Side setback required between Townhouses in a Run			
Encroachments into Minimum Setbacks			
Architectural Features, including ramps and stairs, may encroach into minimum setbacks a maximum of 8 feet.			
Building Facade			
Facade Zone Defined By Building			
Total length of facade required within the facade zone:			
Front	65% min. exclusive of setbacks		
Side Street	55% min. exclusive of setbacks		

Table 2.050.E Frontages	
Allowed Frontage Types	**Standards**
Porch Projecting	6.040
Porch Engaged	6.050
Dooryard	6.060
Stoop	6.070

Figure 2.050.3

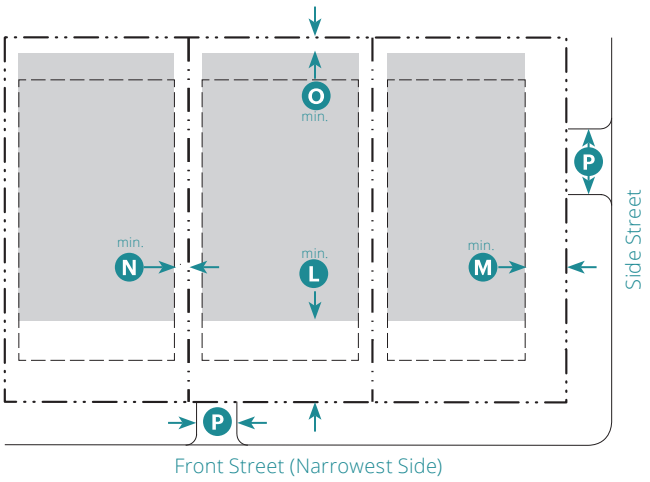


Key

- ROW/ Design Site Line
- Building Setback Line
- Buildable Area
- Acc. Structures Only
- Facade Zone

Table 2.050.F On-Site Vehicular and Bicycle Parking		
Vehicular Spaces		
Residential Uses		
Studio or 1 Bedroom	1 min. per unit	
2 or More Bedrooms	1.5 min. per unit	
Allowed Non-Residential Uses per Building		
≤ 1,500 sf	0 min.	
≥ 1,500 sf	1.5 min. per 1,000 sf above first 1,500 sf	
Additional standards	Subsection 3.030 (Parking)	
Bicycle Spaces		
Residential Uses		
Studio or 1 Bedroom	1 min. per unit	
2 or More Bedrooms	2 min. per unit	
Setback (Distance from ROW/ Design Site Line)		
Front	40' min.	L
Side Street	20' min.	M
Side	5' min.	N
Rear	5' min.	O
Bicycles may be parked anywhere on design site, in compliance with pedestrian and vehicular access standards.		
Driveway		
Curb Cut/Width		P
One-Way	10' max.	
Two-Way	Not Allowed	
Curb cut width may exceed allowed max. width along alley.		
Driveways may be shared between adjacent design sites but shall not exceed maximum allowed width.		
Driveway access on corner design sites required from side street or rear.		

Figure 2.050.4



Key

ROW/ Design Site Line

Building Setback Line

Parking Area

2.060 T4 Main Street (T4MS)



General note: the illustrations above are intended to provide a brief overview of the zone and are descriptive in nature.

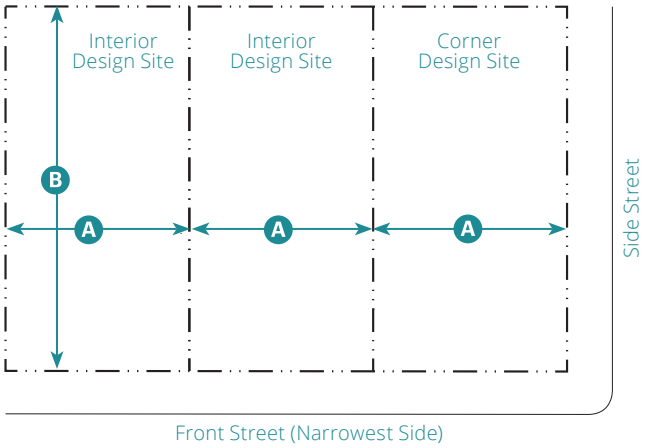
Table 2.060.A Intent

A walkable district of medium footprint, moderate intensity, mixed-use buildings and housing choices, supporting neighborhood-serving ground floor retail, food and services.

Table 2.060.B Building Types and Design Site Size		
Allowed Building Types	**Design Site**	
(Primary Building)	**Width A**	**Depth B**
House-Scale		
Courtyard Building Small	100' min.	140' min.
Block-Scale		
Townhouse	18' min.	100' min.
Main Street Building	25' min.	100' min.
Design Site		
Each design site shall have only one primary building type.		
Design sites of at least 5 acres and at least 800 feet wide along the Front or Side Street are required to include new street(s) and civic space per Section 3.040 (Large Sites).		
Accessory Dwelling Unit/Junior Accessory Dwelling Unit		
See Section 18.50.315 (Design and Development Standards) of Title 18 (Zoning) for standards.		

Table 2.060.C Building Form		
Primary Building		
Stories	3 max.	
To Highest Eave/Parapet	35' max.	C
Overall	40' max.	D
Ground Floor Finish Floor Level		
Residential Uses	By allowed Frontage Type or Base Flood Elevation Plus 1'; which ever is greater	E
Non-Residential Uses	6" max.	E
Common entries may be set at grade in compliance with local and federal accessibility standards.		
Habitable Space on Ground Floor along front facade		
Depth	30' min.	F
Ground Floor Clear Height		
All Uses	12' min.	G
Accessory Dwelling Unit/Junior Accessory Dwelling Unit		
See Section 18.50.315 (Design and Development Standards) for standards.		
Building Footprint and Massing		
Additional standards	Section 4 (Building Types) and Section 5 (Massing and Facade Articulation Standards)	

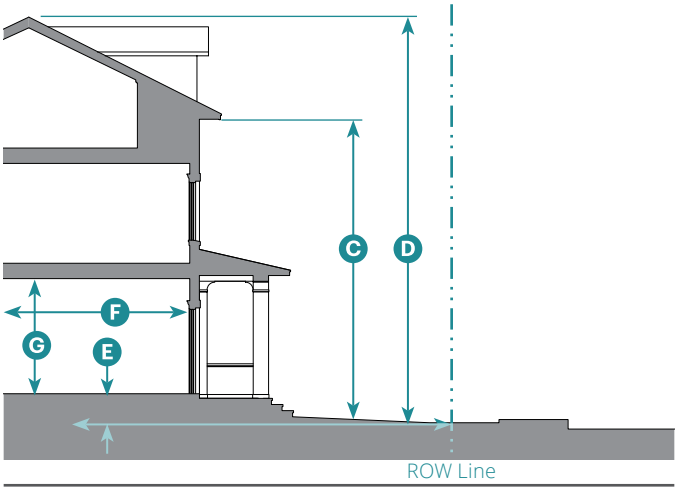
Figure 2.060.1



Key

ROW/ Design Site Line

Figure 2.060.2



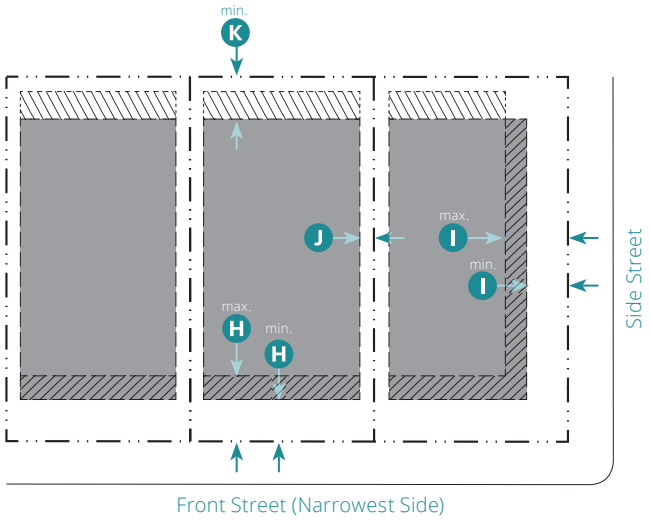
Key

ROW Line

Table 2.060.D Building Placement			
Setback (Distance from ROW/ Design Site Line)			
Primary Building			
Front (Facade Zone)	0' min.	10' max.	H
Side Street (Facade Zone)	0' min.	10' max.	I
Side	0' min.		J
Rear	10' min.		K
Accessory Dwelling Unit/Junior Accessory Dwelling Unit See Section 18.50.315 (Design and Development Standards) for standards.			
Accessory Structures See Article I (Accessory Structures) of Chapter 18.84 for standards.			
Encroachments into Minimum Setbacks			
Architectural Features, including ramps and stairs, may encroach into minimum setbacks a maximum of 5 feet, but shall not encroach within public ROWs.			
Upper stories Architectural Features on Front and Side Street are allowed to encroach within public ROWs with a 10' min. of clearance.			
Building Facade			
Facade Zone Defined By Building			
Total length of facade required within the facade zone:			
Front	80% min. exclusive of setbacks		
Side Street	70% min. exclusive of setbacks		

Table 2.060.E Frontages	
Allowed Frontage Types	**Standards**
Dooryard	6.060
Stoop	6.070
Forecourt	6.080
Shopfront	6.090
Terrace	6.100
Gallery	6.110

Figure 2.060.3

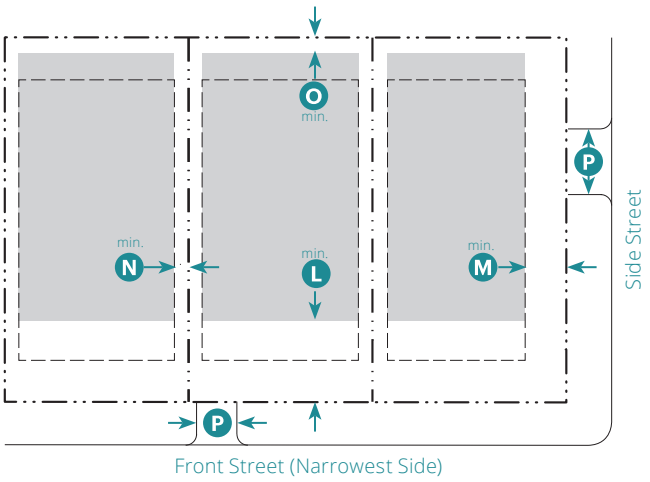


Key

- ROW/ Design Site Line
- Building Setback Line
- Buildable Area
- Acc. Structures Only
- Facade Zone

Table 2.060.F On-Site Vehicular and Bicycle Parking		
Vehicular Spaces		
Residential Uses		
Studio or 1 Bedroom	0.75 min. per unit	
2 or More Bedrooms	1.25 min. per unit	
Allowed Non-Residential Uses per Building		
≤ 3,00 sf	0 min.	
≥ 3,000 sf	1.5 min. per 1,000 sf above first 3,000 sf	
Additional standards	Subsection 3.030 (Parking)	
Bicycle Spaces		
Residential Uses		
Studio or 1 Bedroom	1 min. per unit	
2 or More Bedrooms	2 min. per unit	
Setback (Distance from ROW/ Design Site Line)		
Front	30' min.	L
Side Street	10' min.	M
Side	0' min.	N
Rear	5' min.	O
Bicycles may be parked anywhere on design site, in compliance with pedestrian and vehicular access standards.		
Driveway		
Curb Cut/Width		P
One-Way	10' max.	
Two-Way	14' max.	
Curb cut width may exceed allowed max. width along alley.		
Driveways may be shared between adjacent design sites but shall not exceed maximum allowed width.		
Driveway access on corner design sites required from side street or rear.		

Figure 2.060.4



Key

ROW/ Design Site Line

Building Setback Line

Parking Area

2.070 T5 Neighborhood (T5N)



General note: the illustrations above are intended to provide a brief overview of the zone and are descriptive in nature.

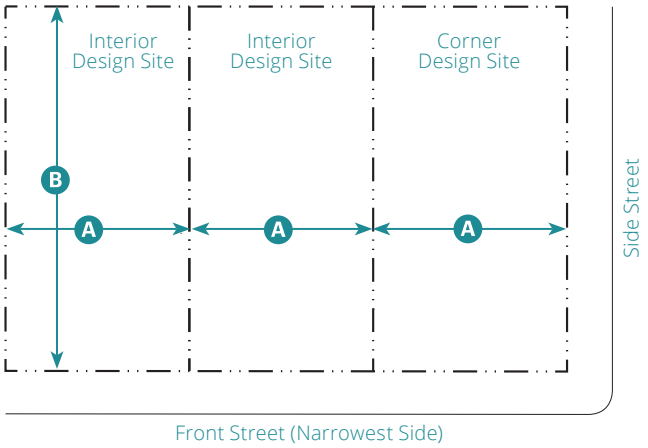
Table 2.070.A Intent

A walkable neighborhood environment with medium-to-large footprint, moderate-intensity housing choices, supporting and within short walking distance of neighborhood-serving retail and services.

Table 2.070.B Building Types and Design Site Size		
Allowed Building Types	**Design Site**	
(Primary Building)	**Width A**	**Depth B**
House-Scale		
Multiplex Large	60' min.	110' min.
Block-Scale		
Townhouse	18' min.	60' min.
Courtyard Building Large	110' min.	180' min.
Design Site		
Each design site shall have only one primary building type.		
Design sites of at least 5 acres and at least 800 feet wide along the Front or Side Street are required to include new street(s) and civic space per Section 3.040 (Large Sites).		
Accessory Dwelling Unit/Junior Accessory Dwelling Unit		
See Section 18.50.315 (Design and Development Standards) of Title 18 (Zoning) for standards.		

Table 2.070.C Building Form		
Primary Building		
Stories	5 max.	
To Highest Eave/Parapet	60' max.	C
Overall	65' max.	D
Ground Floor Finish Floor Level		
Residential Uses	By allowed Frontage Type or Base Flood Elevation Plus 1'; which ever is greater	E
Non-Residential Uses	6" max.	E
Common entries may be set at grade in compliance with local and federal accessibility standards.		
Habitable Space on Ground Floor along front facade		
Depth	30' min.	F
Ground Floor Clear Height		
Residential Uses	9' min.	G
Non-Residential Uses	12' min.	G
Accessory Dwelling Unit/Junior Accessory Dwelling Unit		
See Section 18.50.315 (Design and Development Standards) for standards.		
Building Footprint and Massing		
Additional standards	Section 4 (Building Types) and Section 5 (Massing and Facade Articulation Standards)	

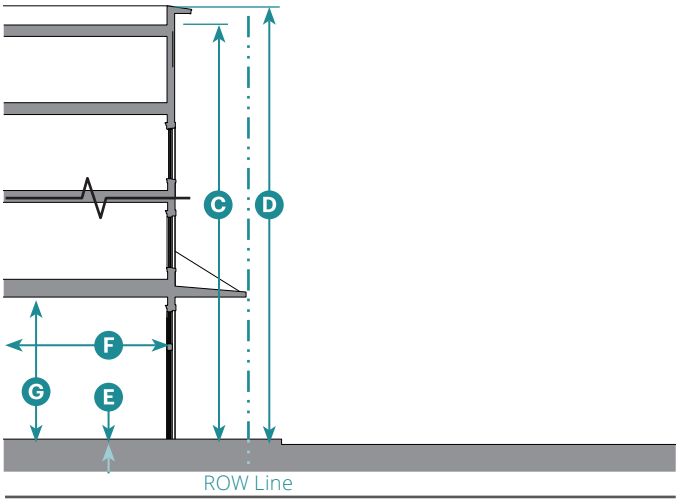
Figure 2.070.1



Key

ROW/ Design Site Line

Figure 2.070.2



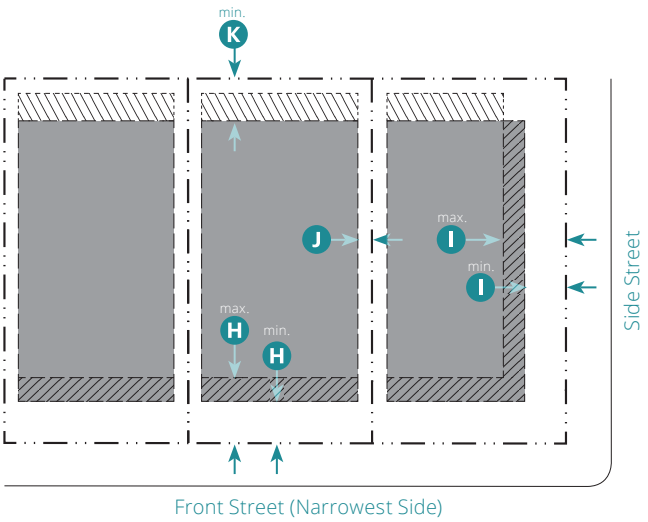
Key

ROW Line

Table 2.070.D Building Placement			
Setback (Distance from ROW/ Design Site Line)			
Primary Building			
Front (Facade Zone)	10' min.	15' max.	H
Side Street (Facade Zone)	10' min.	15' max.	I
Side	5' min.		J
Rear	15' min.		K
Accessory Dwelling Unit/Junior Accessory Dwelling Unit See Section 18.50.315 (Design and Development Standards) for standards.			
Accessory Structures See Article I (Accessory Structures) of Chapter 18.84 for standards.			
No internal Side setback required between Townhouses in a Run			
Encroachments into Minimum Setbacks			
Architectural Features, including ramps and stairs, may encroach into minimum setbacks a maximum of 8 feet.			
Building Facade			
Facade Zone Defined By Building			
Total length of facade required within the facade zone:			
Front	75% min. exclusive of setbacks		
Side Street	65% min. exclusive of setbacks		

Table 2.070.E Frontages	
Allowed Frontage Types	**Standards**
Dooryard	6.060
Stoop	6.070
Forecourt	6.080
Terrace	6.100

Figure 2.070.3

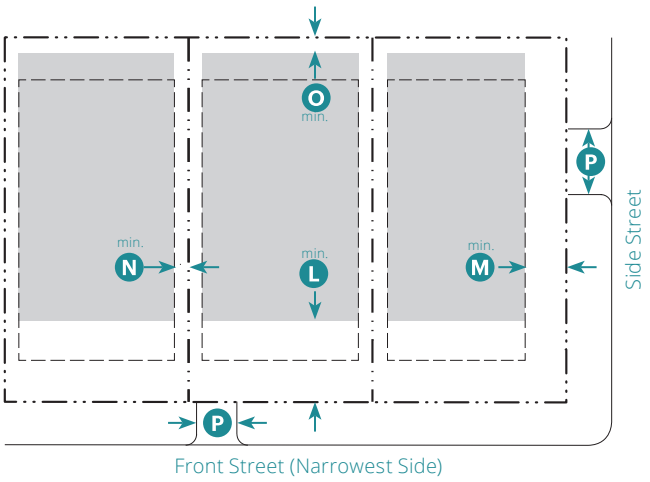


Key

- ROW/ Design Site Line
- Building Setback Line
- Buildable Area
- Acc. Structures Only
- Facade Zone

Table 2.070.F On-Site Vehicular and Bicycle Parking		
Vehicular Spaces		
Residential Uses		
Studio or 1 Bedroom	1 min. per unit	
2 or More Bedrooms	1.5 min. per unit	
Allowed Non-Residential Uses per Building		
≤ 1,500 sf	0 min.	
≥ 1,500 sf	1.5 min. per 1,000 sf above first 1,500 sf	
Additional standards	Subsection 3.030 (Parking)	
Bicycle Spaces		
Residential Uses		
Studio or 1 Bedroom	1 min. per unit	
2 or More Bedrooms	2 min. per unit	
Setback (Distance from ROW/ Design Site Line)		
Front	35' min.	L
Side Street	15' min.	M
Side	5' min.	N
Rear	5' min.	O
Bicycles may be parked anywhere on design site, in compliance with pedestrian and vehicular access standards.		
Driveway		
Curb Cut/Width		P
One-Way	10' max.	
Two-Way	14' max.	
Curb cut width may exceed allowed max. width along alley.		
Driveways may be shared between adjacent design sites but shall not exceed maximum allowed width.		
Driveway access on corner design sites required from side street or rear.		

Figure 2.070.4



Key

ROW/ Design Site Line

Building Setback Line

Parking Area

2.080 T5 Main Street (T5MS)



General note: the illustrations above are intended to provide a brief overview of the zone and are descriptive in nature.

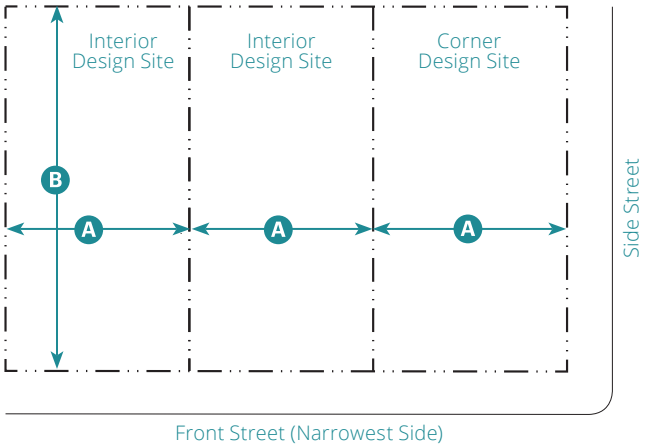
Table 2.080.A Intent

A walkable district of medium-to-large footprint, mixed-use buildings and housing choices, supporting neighborhood-serving ground floor retail, food and services.

Table 2.080.B Building Types and Design Site Size			
Allowed Building Types (Primary Building)	**Design Site** Width A	Depth B	
Block-Scale			
Courtyard Building Large	90' min.	170' min.	
Main Street Building	25' min.	100' min.	
Design Site			
Each design site shall have only one primary building type.			
Design sites of at least 5 acres and at least 800 feet wide along the Front or Side Street are required to include new street(s) and civic space per Section 3.040 (Large Sites).			
Accessory Dwelling Unit/Junior Accessory Dwelling Unit			
See Section 18.50.315 (Design and Development Standards) of Title 18 (Zoning) for standards.			

Table 2.080.C Building Form		
Primary Building		
Stories	5 max.	
To Highest Eave/Parapet	60' max.	C
Overall	65' max.	D
Ground Floor Finish Floor Level		
Residential Uses	By allowed Frontage Type or Base Flood Elevation Plus 1'; which ever is greater	E
Non-Residential Uses	6" max.	E
Common entries may be set at grade in compliance with local and federal accessibility standards.		
Habitable Space on Ground Floor along front facade		
Depth	30' min.	F
Ground Floor Clear Height		
All Uses	14' min.	G
Accessory Dwelling Unit/Junior Accessory Dwelling Unit		
See Section 18.50.315 (Design and Development Standards) for standards.		
Building Footprint and Massing		
Additional standards	Section 4 (Building Types) and Section 5 (Massing and Facade Articulation Standards)	

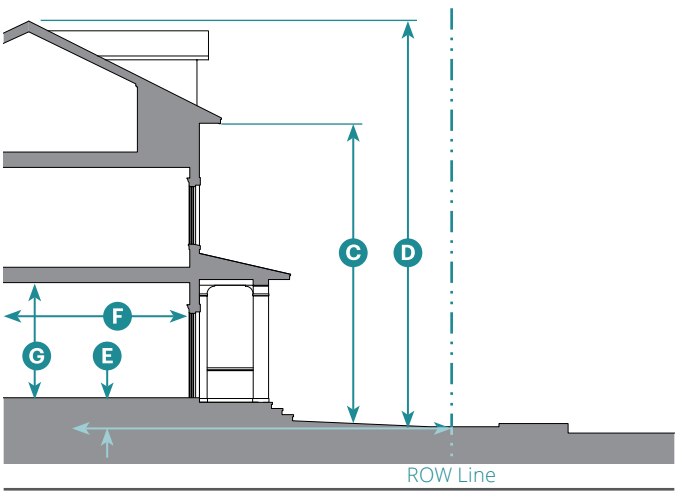
Figure 2.080.1



Key

ROW/ Design Site Line

Figure 2.080.2



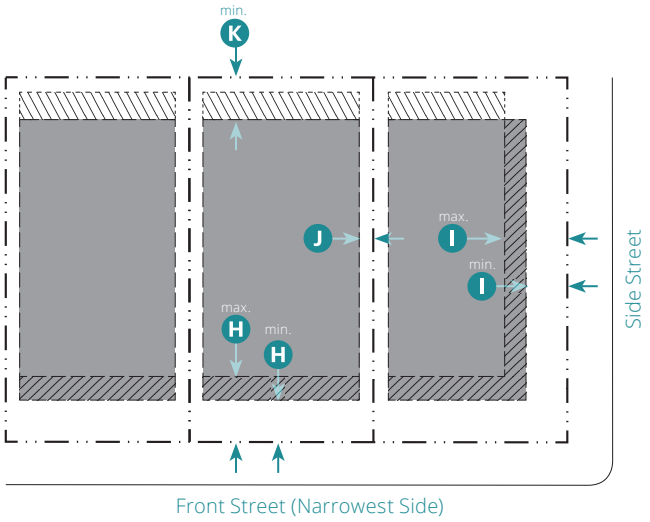
Key

ROW Line

Table 2.080.D Building Placement			
Setback (Distance from ROW/ Design Site Line)			
Primary Building			
Front (Facade Zone)	0' min.	5' max.	H
Side Street (Facade Zone)	0' min.	5' max.	I
Side	0' min.		J
Rear	10' min.		K
Accessory Dwelling Unit/Junior Accessory Dwelling Unit See Section 18.50.315 (Design and Development Standards) for standards.			
Accessory Structures See Article I (Accessory Structures) of Chapter 18.84 for standards.			
Encroachments into Minimum Setbacks			
Architectural Features, including ramps and stairs, may encroach into minimum setbacks a maximum of 5 feet, but shall not encroach within public ROWs.			
Upper stories Architectural Features on Front and Side Street are allowed to encroach within public ROWs with a 10' min. of clearance.			
Building Facade			
Facade Zone Defined By Building			
Total length of facade required within the facade zone:			
Front	80% min. exclusive of setbacks		
Side Street	70% min. exclusive of setbacks		

Table 2.080.E Frontages	
Allowed Frontage Types	**Standards**
Dooryard	6.060
Forecourt	6.080
Shopfront	6.090
Terrace	6.100
Gallery	6.110

Figure 2.080.3

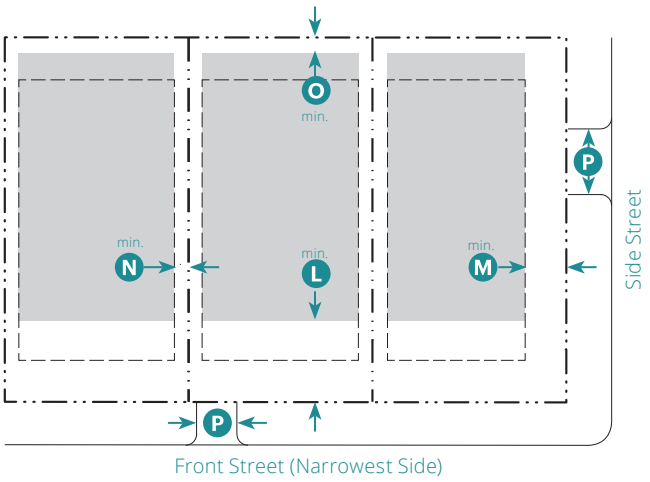


Key

- ROW/ Design Site Line
- Building Setback Line
- Buildable Area
- Acc. Structures Only
- Facade Zone

Table 2.080.F OnVehicular and Bicycle Parking		
Vehicular Spaces		
Residential Uses		
Studio or 1 Bedroom	0.75 min. per unit	
2 or More Bedrooms	1.25 min. per unit	
Allowed Non-Residential Uses per Building		
≤ 5,00 sf	0 min.	
≥ 5,000 sf	1.5 min. per 1,000 sf above first 5,000 sf	
Additional standards	Subsection 3.030 (Parking)	
Bicycle Spaces		
Residential Uses		
Studio or 1 Bedroom	1 min. per unit	
2 or More Bedrooms	2 min. per unit	
Setback (Distance from ROW/ Design Site Line)		
Front	40' min.	L
Side Street	30' min.	M
Side	0' min.	N
Rear	5' min.	O
Bicycles may be parked anywhere on design site, in compliance with pedestrian and vehicular access standards.		
Driveway		
Curb Cut/Width		P
One-Way	10' max.	
Two-Way	14' max.	
Curb cut width may exceed allowed max. width along alley.		
Driveways may be shared between adjacent design sites but shall not exceed maximum allowed width.		
Driveway access on corner design sites required from side street or rear.		

Figure 2.080.4



Key

ROW/ Design Site Line

Building Setback Line

Parking Area

2.090 Allowed Uses

Refer to the underlying zone for the allowed uses and standards in Title 18, Division III. Base District Regulations.

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Section 3: Site Standards

Subsections:

3.010 Purpose
3.020 Screening
3.030 Parking
3.040 Large Sites

3.010 Purpose

This Section provides standards to ensure that new development accomplishes the following:

1. Makes a positive contribution to the development pattern of the area;
2. New or altered structures are compatible with the design and use of existing structures on neighboring properties;
3. Respects the existing conditions of neighboring properties; and
4. Does not adversely affect neighboring properties, with "adversely affect" meaning to impact in a substantial, negative manner the habitability of these properties.

3.020 Screening

1. **Intent**. This Subsection provides standards for screening, fences, and walls for the protection of property, the enhancement of privacy, the attenuation of noise, and the improvement of the visual environment.

2. **Height Standards for Screening.** Except for wall- and ground-mounted equipment that is not visible from the public right-of-way or abutting design sites, all equipment shall comply with the following:

   A. **Screening Height Maximums.** Screening shall not exceed the maximums identified in Table 3.020.A (Maximum Height Allowed).

   B. **Screening Height Measurement.** Screening height shall be measured as the vertical distance between the finished grade at the base of the screen and the top edge of the screen material.

Table 3.020.A: Maximum Height Allowed

ODS zone	Item	Maximum Height Allowed			
		Front	Side St.	Side	Rear
T3N	Fences	3' max.	3' max.	6' max.	6' max.
	Free Standing Walls	3' max.	3' max.	6' max.	6' max.
	Mechanical Equipment[1]	X	X	6' max.	6' max.
	Refuse Storage Areas	X	X	6' max.	6' max.
	Landscaping[2]	4' max.	4' max.	No max.	No max.
T4N	Fences	3' max.	3' max.	6' max.	6' max.
	Free Standing Walls	3' max.	3' max.	6' max.	6' max.
	Mechanical Equipment[1]	X	X	6' max.	6' max.
	Refuse Storage Areas	X	X	6' max.	6' max.
	Landscaping[2]	4' max.	4' max.	No max.	No max.
T4MS	Fences	X	X	6' max.	6' max.
	Free Standing Walls	X	X	6' max.	6' max.
	Mechanical Equipment[1]	X	X	6' max.	6' max.
	Refuse Storage Areas	X	X	6' max.	6' max.
	Landscaping[2]	3' max.	3' max.	No max.	No max.
T5N	Fences	3' max.	3' max.	6' max.	6' max.
	Free Standing Walls	3' max.	3' max.	6' max.	6' max.
	Mechanical Equipment[1]	X	X	6' max.	6' max.
	Refuse Storage Areas	X	X	6' max.	6' max.
	Landscaping[2]	4' max.	4' max.	No max.	No max.
T5MS	Fences	X	X	6' max.	6' max.
	Free Standing Walls	X	X	6' max.	6' max.
	Mechanical Equipment[1]	X	X	6' max.	6' max.
	Refuse Storage Areas	X	X	6' max.	6' max.
	Landscaping[2]	3' max.	3' max.	No max.	No max.

[1] Max. allowed height may be exceeded to the highest point of the equipment

[2] Excludes trees

Key X = Item Not Allowed

3. **Courtyard Screening**

   A. Fences, walls and other screening installed to create a courtyard without a roof shall be set back a minimum of 10 feet from the front property line or back of sidewalk, whichever is the least.

4. **Equipment Screening**

   A. The following mechanical equipment is exempt from screening:

      (1) Free-standing or roof-mounted solar equipment; and

      (2) Vents less than two feet in height.

   B. For new installation or relocation of existing mechanical equipment, the equipment shall be screened.

      (1) **Roof-Mounted Equipment.** Building parapets or other architectural elements in the building's architectural style shall screen roof-mounted equipment.

         (a) New buildings shall be designed to provide a parapet or other architectural element that is as tall or taller than the highest point on any new mechanical equipment to be located on the roof of the building; and

         (b) For existing buildings with no parapet less than two feet in height, mechanical equipment shall be surrounded on all sides by an opaque screen wall as tall as the highest point of the equipment. The wall shall be architecturally consistent with the building and match the existing building with paint, finish, and trim cap detail.

      (2) **Wall- and Ground-Mounted Equipment**

         (a) Equipment and screening shall be in compliance with the setbacks of the ODS zone.

         (b) Screening shall be architecturally compatible and include matching paint, finish, and trim cap of the building.

5. **Temporary Fencing.** Temporary fencing may be used to provide security for approved special events, construction sites, or vacant structures and land, which cannot otherwise be secured.

6. **Barbed Wire and Razor Wire.** Barbed wire and razor wire screening are not allowed.

7. **Safety.** Fences, walls, and other screening and landscaping, whether provided in compliance with the provisions of this Subsection or provided in addition to those provisions, are subject to review by the Traffic Engineer in the following areas to ensure that visibility is maintained:

   A. Within 10 feet of the point of intersection of:

      (1) A vehicular access way or driveway and a street; and/or

      (2) A vehicular access way or driveway and a sidewalk.

   B. Within 20 feet of the point of intersection of two or more vehicular access ways, including driveways, alleys, or streets.

   C. As used in this Subsection, "point of intersection" is measured from the face of curb or if none, from the edge of pavement.

8. **Maintenance.** Fences, walls, and other screening shall be maintained erect and in a state of good repair. A dilapidated, dangerous, or unsightly fence or wall shall be repaired, replaced, or removed, as the situation may warrant.

3.030 Parking

1. **Intent.** This Subsection prescribes standards for motor vehicle and bicycle parking areas, access drives, and standards for reducing motor vehicle trips per capita to and from development. These standards are intended to ensure that new development accomplishes the following:

   A. Consistency with the intended physical character of walkable environments;

   B. Provision of bicycle parking to increase bicycle trips and reduce motor vehicle trips per capita; and

   C. Appropriately limits, screens, and landscapes motor vehicle parking areas to protect and enhance the environmental and visual quality of the community, enhance privacy, attenuate noise, and control dust.

2. **Parking Categories**

   A. **On-site parking.** On-site parking is allowed in all ODS zones per Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone subject to the standards in this Subsection**.**

   B. **Off-site parking.** Off-site parking is only allowed in developments of at least 5 acres per Subsection 3.040 (Large Sites)**.**

3. **Bicycle Parking Standards.** Bicycle parking shall be provided in compliance with Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.

4. **General Vehicular Parking Standards**

A. **Sharing of On-Site Parking.** Sharing of parking between different uses and developments is allowed.

B. **Sharing of Non-Residential Parking Required.** If on-site parking spaces for non-residential uses are provided, such spaces shall be made available for use by the general public during at least one of the following time periods:

(1) Monday through Friday, 8 AM to 5 PM; or

(2) Monday through Friday, 5 PM to 11 PM and all day on Saturday and Sunday.

5. **Number of Motor Vehicle Parking Spaces Required**

A. **Required Spaces.** The minimum number of on-site parking spaces required is listed in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.

(1) Parking Spaces for the Handicapped shall meet the requirements of the California Administrative Code (Title 24, Part 2, Chapter 2-71).

B. **Required Number of Parking Spaces**

(1) When calculating the required number of parking spaces, numbers shall be rounded down to the closest whole number.

(2) Parking systems that stack individual vehicles are counted as three spaces for every horizontal space identified.

(3) **Calculating Required Parking for a Mixed-Use Development.** For a building with residential and non-residential uses, shared parking shall be calculated as follows. The sum of the required parking for the two use types as stated in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone shall be divided by the factor listed in Table 3.030.A (Shared Parking Factor for Two Uses). The required number of parking spaces shall be rounded up to the closest whole number.

Table 3.030.A: Shared Parking Factor for Two Uses

	Residential	Lodging	Office	Retail
Residential	1.0	1.1	1.4	1.2
Lodging	1.1	1.0	1.7	1.3
Office	1.4	1.7	1.0	1.2
Retail/ Commercial	1.2	1.3	1.2	1.0

C. **Exception in the Event of Changes of Use or Alterations to Existing Buildings or Structures.** If an existing building or structure is altered or existing land uses are changed, the existing number of parking spaces on a property may be retained, even if the resulting building, structure or land use would ordinarily be subject to a lower maximum parking allowance.

6. **Electric Vehicle Charging.** Electric vehicle charging facilities shall be provided in compliance with CA Green Standards Building Code, Title 24, Part 11.

7. **Traffic-Reducing Parking Standards**

A. **Carshare Parking Spaces**

(1) Carshare parking spaces shall be provided in the amounts specified in Table 3.030.B (Required Carshare Parking Spaces).

Table 3.030.B: Required Carshare Parking Spaces	
Residential Uses	**Carshare Parking Spaces Required**
0-49 units	None
50-100 units	1
101 or more units	2 + 1 per additional 200 units
Office/Research & Development Uses	**Carshare Parking Spaces Required**
≤ 10,000 sf	None
> 10,000 sf	1 per 10,000 sf

(2) The required carshare space(s) shall be made available, at no cost, to a carshare service for purposes of providing carshare services to its members. At the election of the property owner, the carshare spaces may be provided:

(a) On the design site; or

(b) On another off-street site within 1,000 feet of the design site.

(3) Required carshare space or spaces shall be designed in a manner that will make the spaces accessible to non-resident subscribers from outside the building as well as building residents.

(4) If no carshare service can make use of the dedicated carshare parking spaces, the spaces may be occupied by non-carshare vehicles; provided, however, that upon 90 days of advance written notice to the property owner from a carshare service, the property owner shall terminate any non-carsharing leases for such spaces and shall make the spaces available to the carshare service for its use of such spaces.

B. **Carpool Spaces.** If parking is provided at a development, parking spaces reserved for use by carpool/vanpool vehicles shall be designated in preferred locations (including, but are not limited to, closest to building entries). The locations of these spaces shall be approved by the City. The minimum number of carpool spaces required is listed in Table 3.030.C (Required Carpool Parking Spaces).

Table 3.030.C: Required Carpool Parking Spaces	
Office/Research & Development Uses	**Carpool Parking Spaces Required**
≤ 40 parking spaces	None
> 40 parking spaces	10% of the total number of spaces
Other Uses	**Carpool Parking Spaces Required**
All Other Uses	None

C. **Parking Costs Unbundled from the Cost of Other Goods and Services**

(1) **Residential Uses.** All off-street parking spaces accessory to residential uses in structures of four dwellings or more shall be leased or sold separately from the rental or purchase fees for dwellings for the life of the dwellings, such that potential renters or buyers have the option of renting or buying a residential unit at a price lower than would be the case if there were a single price for both the residential unit and the parking space. Renters or buyers of on-site inclusionary affordable units shall have an equal opportunity to rent or buy a parking space on the same terms and conditions as offered to renters or buyers of other dwellings.

(2) **Non-Residential Uses.** All off-street parking spaces accessory to non-residential uses shall be leased or sold separately from the rental or purchase fees for non-residential building space for the life of the building, such that potential renters or buyers have the option of renting or buying building space at a price lower than would be the case if there were a single price for both the building space and the parking space.

(3) **Exception.** Off-street parking spaces accessory to retail uses are not required to be leased or sold separately from retail space and may be offered to shoppers and other visitors free of charge for stays of up to two hours.

8. **Parking Spaces, Design and Layout**

A. **Access.** On-site parking areas shall be accessed per the following:

(1) Parking shall be designed with an appropriate means of vehicular access to a street or to an alley to cause the least interference with traffic flow.

(2) Ingress to and egress from parking spaces shall be from an on-site aisle or driveway, directly from the front, side street, public alley, or rear lane.

(3) On-site loading space(s) is not required.

B. **Driveways**

(1) Access to Driveways

(a) Driveway access to and from developments of two or fewer dwelling units onto public streets shall be where practical by forward motion of the vehicle; and

(b) Driveway access to and from developments of three or more dwelling units onto public streets shall be by forward motion of the vehicle.

(c) Minimum 30 feet separation between driveways for all uses except developments of two or fewer dwelling units.

(d) Driveways shall comply with the Contra Costa County fire protection district for access road and fire lanes.

(2) Number of Driveways. Table 3.030.D (Number of Driveways) specifies the maximum number of driveways for a development site based on the amount of lot frontage along arterial streets.

Table 3.030.D: Number of Driveways	
Lot Frontage	**Maximum Number of Driveways**
Up to 150'	1
150' to 299'	2
Each additional 300'	1

(3) Driveways shall be setback from design site lines as follows:

(a) Minimum two feet from side design site lines; and/or

(b) No less than the minimum rear parking setback per the ODS zone.

(4) Driveways shall extend to and include the area between the design site line and the edge of the street pavement.

C. **Aisles.** Table 3.030.E (Aisle Widths) specifies the minimum dimensions for a aisles based on the angle for the parking spaces.

(1) Driveways shall comply with the Contra Costa County Fire Protection District for access road and fire lanes.

Table 3.030.E: Aisle Widths		
Angle of Parking Space	**One-Way Traffic**	**Two-Way Traffic**
90 degrees	25' min.	25' min.
60 degrees	16' min.	23' min.
45 degrees	12' min.	22' min.
30 degrees	11' min.	21' min.
0 degrees	12' min.	24' min.

D. **Parking Space Dimensions.** Table 3.030.F (Parking Space Dimensions) specifies the minimum dimensions for parking spaces.

Table 3.030.F: Parking Space Dimensions		
Use	**Width**	**Depth**
Residential	10' min.	20' min.
Non-Residential	9' min.	18' min.
All (Parallel Spaces)	10' min.	22' min.

E. **Tandem Parking.** Tandem parking is allowed in all ODS zones for all uses, subject to on-site management.

F. **Identification as to Purpose and Location.** On-site parking areas of four or more spaces shall include painted lines, wheel stops, or other methods of identifying individual parking spaces and loading areas, while distinguishing such spaces from aisle and other circulation features.

G. **Materials**

(1) All parking area and driveway specifications to follow those specified by the Engineering Division of the City of Pittsburg.

(2) Parking area surfacing materials shall comply with all applicable Contra Costa County Fire Protection District Standards and City of Pittsburg Standard Details and Specifications.

H. **Location**

(1) **On-site Parking.** Location of on-site parking is regulated by the required setbacks in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone and the following:

(a) Parking lots shall be separated at least by five feet from buildings to make room for a sidewalk, landscaping, and/or other planting between the building and the parking area; and

(b) The required separation may be eliminated to the rear of buildings in areas designed for unloading and loading of materials.

(2) **Off-site Parking.** Location of Off-site parking is regulated by the required plan in Subsection 3.030.9 (Off-site Parking Plan)

I. **Size of Parking Lot.** Parking lots larger than 10,000 square feet in size shall be broken down into smaller parking areas with planted landscape areas with a minimum width of 15 feet between them to minimize the perceived scale of the total field of stalls.

9. **Off-site Parking Plan.**

A. All Off-site Parking Plans shall comply with the following standards:

(1) A maximum of 150 feet of distance between parking and building entrances.

3.040 Large Sites

1. Developments of at least 5 acres and at least 800 feet wide along the Front or Side Street are required to be designed per standards identified in Items A through G.

2. Developments over 20 acres are required to be designed per standards identified in Items A through H.

   A. **Civic Space Required**

      (1) A minimum of 10 percent of the total development area, after subtracting street right-of-ways, is required, meeting or exceeding standards per Item D (Standards and Formula for Dedication of Land) in Section 17.32.020 (Park Dedication).

      (2) See Section 7 (Civic Space Types) for allowed types.

   B. **Streets.**

      (1) Streets are to be applied to create walkable neighborhoods with redundant routes for vehicular, bicycle, and pedestrian circulation.

      (2) New streets are required to meet the standards in Roadway Standard Details of the City Council Resolution 07-10785, City Standard Details and Specifications.

   C. **Alleys**

      (1) Existing alleys may be removed if street access is provided to the design sites on those blocks in compliance with the access standards of the ODS zone.

      (2) Alleys may be added in compliance with Roadway Standard Details of the City Council Resolution 07-10785, City Standard Details and Specifications and in compliance with Table 3.040.A (Block Size).

   D. **External Connectivity**

      (1) The arrangement of streets shall provide for the alignment and continuation of existing or proposed streets into adjoining lands where the adjoining lands are undeveloped and intended for future development, or where the adjoining lands are undeveloped and include opportunities for such connections.

      (2) Street rights-of-way shall be extended to or along adjoining property boundaries to provide a roadway connection or street stub for development, in compliance with Table 3.040.A (Block Size), for each direction (north, south, east, and west) in which development abuts vacant land.

      (3) Right-of-way stubs shall be identified and include a notation that all stubs are to connect with future streets on adjoining property and be designed to transition in compliance with Roadway Standard Details of the City Council Resolution 07-10785, City Standard Details and Specifications.

      (4) New dead-end streets and cul-de-sacs are not allowed, except when the grade of the new street exceeds 15 percent.

E. **Block Size** (New Blocks and Blocks to be Modified)

(1) Individual block lengths and the total block perimeter shall be in compliance with the standards in Table 3.040.A (Block Size).

(2) If a block contains multiple ODS zones, the most intense ODS zone is to be used to establish the standards for block size.

(3) Blocks shall be a minimum width to result in two halves of developable design sites in compliance with the design site depth standards for the allowed building types in the ODS zone. A single half is allowed when adjoining an existing half-block.

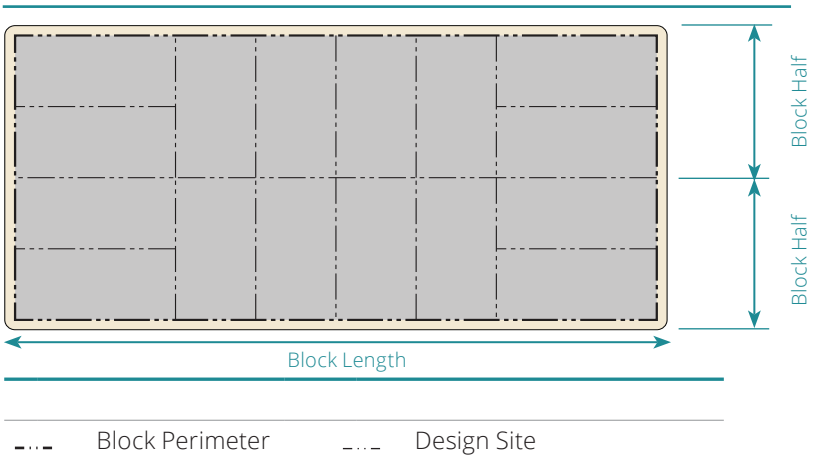
(4) Blocks may be uniquely shaped in compliance with the standards in Table 3.040.A (Block Size Standards).

Table 3.040.A: Block Size

	Length	Perimeter	Length	Perimeter
Zone	**Without Passage**		**Passage Required[1]**	
T3N	600' max.	2,000' max.	800' max.	2,400' max.
T4N	600' max.	2,000' max.	800' max.	2,400' max.
T4MS	450' max.	1,600' max.	N/A	N/A.
T5N	500' max.	1,800' max.	N/A	N/A
T5MS	450' max.	1,600' max.	N/A.	N/A

[1] In compliance with the standards for a Passage in Subsection 7.060 (Passage)

Figure 3.040.1 Block Size



F. **Off-site Parking.** Off-site parking is allowed, per standards in Subsection 3.030 (Parking).

G. **Stormwater Management**

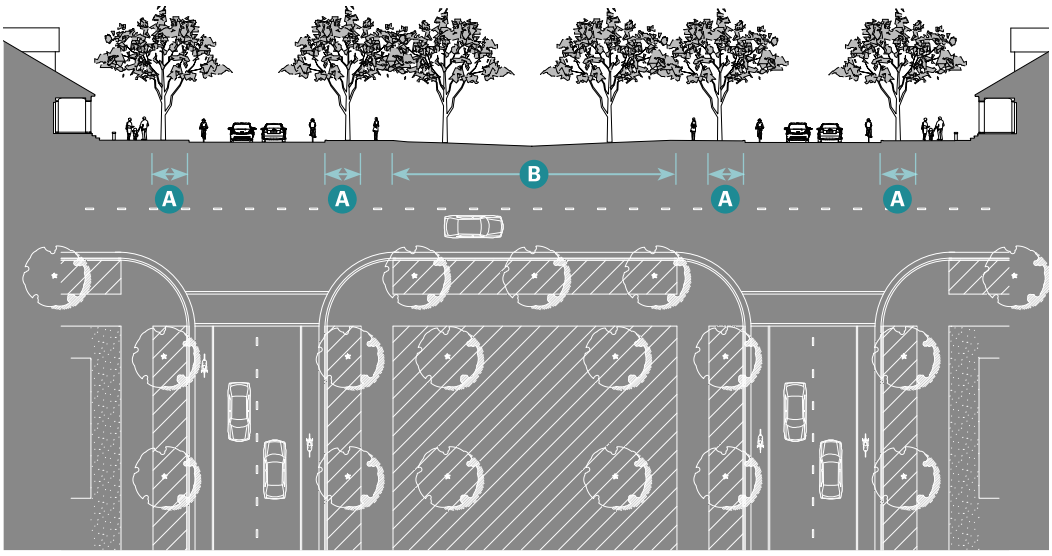
(1) Integrated Design

(a) Stormwater management is required through a system that is integral to the streetscapes and/or the civic and open space(s) in the development.

(b) The area(s) used for stormwater management is to be designed for both seasonal temporary on-site retention of stormwater and as public open space for the neighborhood(s) accessible to the public.

(c) The stormwater management area(s) may connect with those of adjacent development(s).

Figure 3.040.2 Stormwater Management Diagram



Potential Area for Stormwater Management

A Planted Swale

B Civic Space Graded to also Accommodate Stormwater

H. **Applying ODS zones for Developments over 20 acres**

(1) Developments shall apply at least two ODS zones using only the ODS zones established in Section 2 (Zone Standards) and in compliance with Table 3.040.B (Available Zones by General Plan Land Use Designation).

(a) Open sub-zones are allowed, but do not count as a second ODS zone.

(2) Organization of zones.

(a) Low-intensity ODS zones (T3N, and T4N) shall be mapped around neighborhood streets, and open space.

(b) High-intensity ODS zones (T4MS, T5N, and T5MS) shall be mapped around a main street, civic or open space, transit stop, or civic building locations suitable for greater intensities.

(c) Transitions between zones shall occur within the block or across alleys along the adjacent prevailing slope.

Table 3.040.B: Available Zones by General Plan Land Use Designation

Zone	Land Use Designation														
	Residential		Downtown		Mixed Use					Commercial					
	MD	HD	MD	HD	CC	D	G	P/BP BART	Railroad Ave. SPA	D	C	M	PI	R	S
T3N	●	●	●	●					●				●		
T4N		●		●	●		●	●	●			●		●	●
T4MS						●				●	●				
T5N					●	●	●	●	●		●	●		●	●
T5MS						●			●	●	●				

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Section 4: Building Types

Subsections

4.010 Purpose
4.020 Building Types
4.030 Overview of Building Types
4.040 Duplex Side-by-Side
4.050 Duplex Stacked
4.060 Cottage Court
4.070 Multiplex Small
4.080 Multiplex Large
4.090 Townhouse
4.100 Courtyard Building Small
4.110 Courtyard Building Large
4.120 Main Street Building

4.010 Purpose

This Section provides the standards for development of individual building types to achieve the intended physical character of each zone, offer housing choices and affordable housing opportunities, and incubate small businesses as amenities within walkable neighborhoods.

4.020 Building Types

1. Building types are used to articulate size, scale, and intensity according to the intent of each zone.
2. Building types are categorized into two groups: House-Scale Buildings and Block-Scale Buildings. See Figure 4.020.1 (Example of House-Scale and Block-Scale Buildings) for reference.
    A. **House-Scale Buildings.** Buildings that are the size of a house, typically ranging in footprint from as small as 25 feet up to 80 feet in width overall; and
    B. **Block-Scale Buildings.** Buildings that are individually as large as most or all of a block or, when arranged together along a street, appear as long as most or all of a block.
3. The design site size standards for each building type are set in each zone to generate pedestrian-oriented buildings within the overall intended physical character of each zone. The design site size standard identifies the range of design site sizes on which the given building type is allowed to be built.
4. Certain building types have additional standards beyond the zone standards to further calibrate the type for its context.

5. Each design site shall have only one primary building type, except as follows, and in compliance with all standards:

    A. The Cottage Court may consist of up to nine individual buildings. See Subsection 4.040 (Cottage Court);

    B. More than one primary building type is allowed on a parcel that identifies proposed multiple design site lines that meet the standards of this Subsection. See Figure 4.020.2 (Example of Multiple Design Sites on One Parcel).

        (1) Examples

            (a) A parcel large enough to accommodate multiple design sites but smaller than the size of a block; or

            (b) A parcel large enough to create one or more new blocks. See Subsection 3.050 (Large Sites) for standards.

6. On-site open space. The standards identify only the required type (private or common) and amount. For example, if the type only has standards for private open space, common open space is not required for that building type. The identified amount is for the entire building unless specified otherwise.

7. Parking may be designed as tuck-under, detached garage(s), podium or subterranean, in compliance with the zone standards for parking placement.

8. Wings are required to be smaller in size and height than the main body to visually reduce the overall size of a building. To further this objective, the standards specify the amount that wings are required to be offset from the main body so that their facades are not aligned.

9. The maximum number of units identified for each building type is dependent on the design site being large enough to accommodate the zone's standards (e.g., parking). These standards implement the Pittsburg General Plan and do not allow more residential density than what is allowed by the applicable General Plan Land Use category.

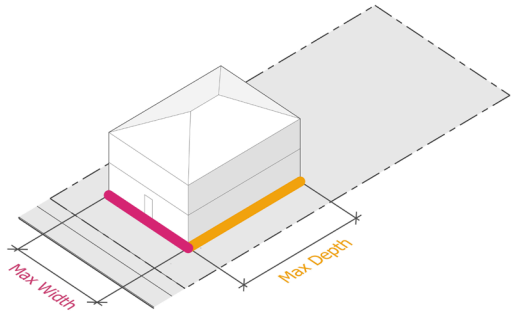
10. Individual designs may vary from the diagrams for each building type in compliance with the standards of this Section.

11. New buildings and their improvements are subject to the City's local standards for Fire Safety and Building Safety.

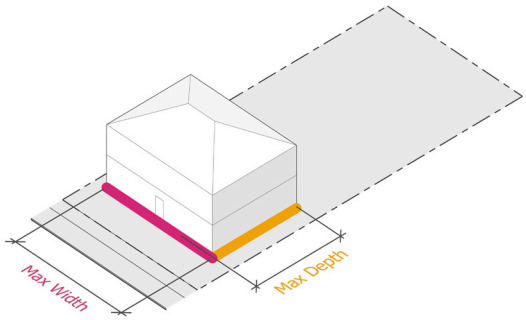
Figure 4.020.1 Example of House-Scale and Block-Scale Buildings

House-Scale Buildings

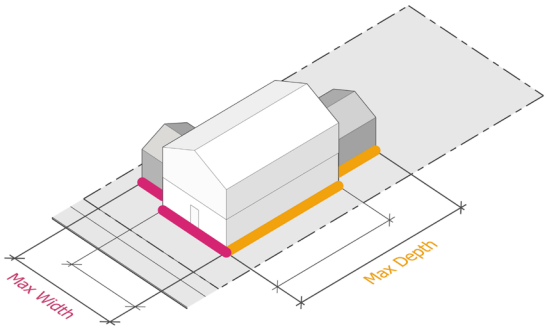
Main body only



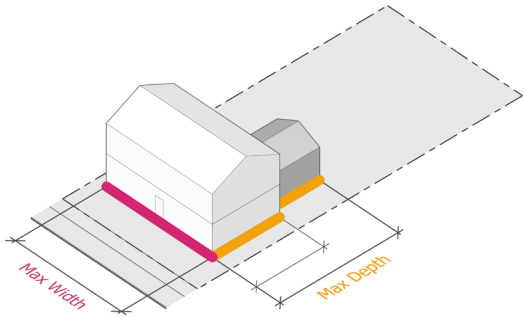
Main body only



Main body with side and rear wings



Main body with rear wing



Block-Scale Buildings

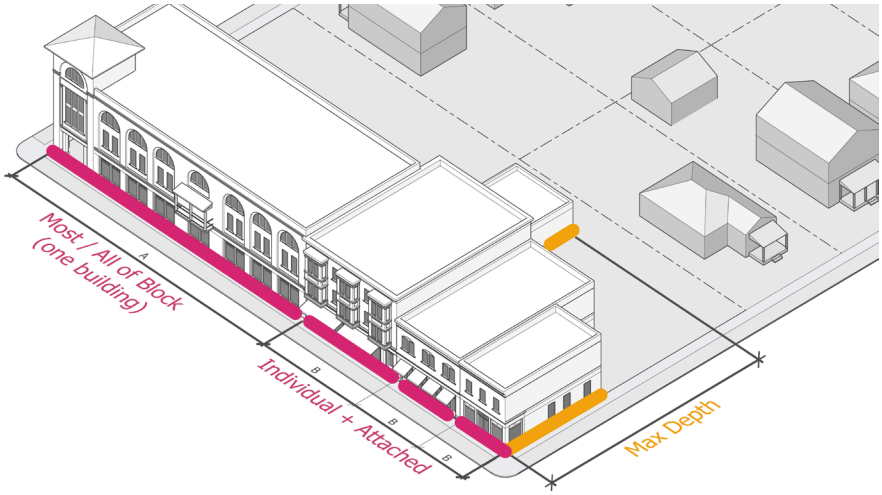
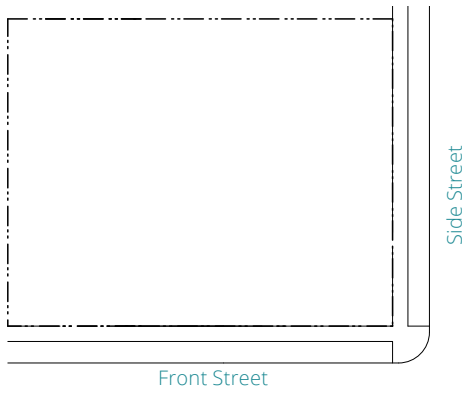
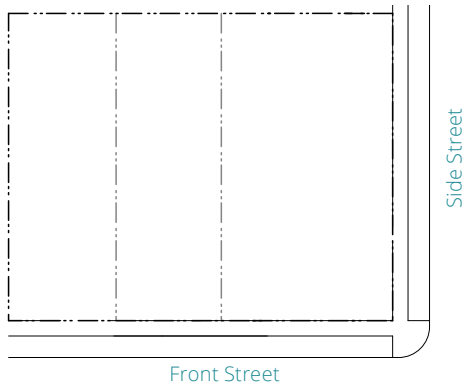


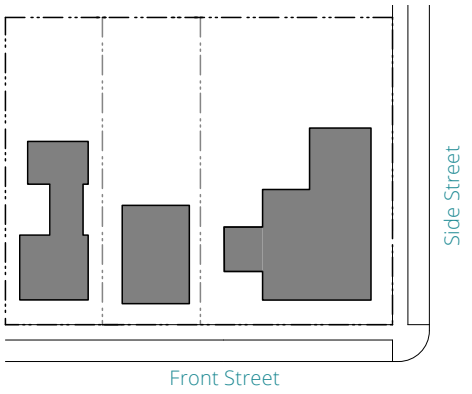
Figure 4.020.2 Example of Multiple Design Sites on One Parcel



One parcel



One parcel proposed for three design sites. Each design site is sized in compliance with the width and depth standards in Table C (Building Types and Design Site Size) *of the* ODS *zone.*



One parcel with three resulting primary buildings in compliance with required setbacks. Individual design sites are not required to be recorded as new parcels.

Larger examples of this approach are parcels that are large enough to make new block(s). See Subsection 3.050 (Large Sites) *for standards.*

Key

Parcel Line

Design Site Line

Primary Building Type

4.030 Overview of Building Types

Table 4.030.A (Building Types Overview) provides an overview of the allowed building types in each zone. The names of the building types are not intended to limit uses within a building type. For example, a Duplex may have non-residential uses within it as allowed by the zone. See referenced Subsection(s) for standards.

Table 4.030.A: Overview of Building Types

Private Frontage Type	Specific Standards	Zones				
		T3N	T4N	T4MS	T5N	T5MS
Duplex Side-by-Side	4.040	P	X	X	X	X
Duplex Stacked	4.050	P	X	X	X	X
Cottage Court	4.060	P	X	X	X	X
Multiplex Small	4.070	X	P	X	X	X
Multiplex Large	4.080	X	X	X	P	X
Townhouse	4.090	P	P	P	P	X
Courtyard Building Small	4.100	X	P	P	X	X
Courtyard Building Large	4.110	X	X	X	P	P
Main Street Building	4.120	X	X	P	X	P

Key P = Allowed O = Allowed Only in Open Sub-Zone or Side Street X = Not Allowed

4.040 Duplex Side-by-Side



Example of Duplex Side-by-Side

Table 4.040.A Description

A small-to-medium-sized, detached, House-Scale Building with small-to-medium setbacks and a rear setback. The building consists of two side-by-side units, both facing the street and within a single building massing. The type has the appearance of a single-unit house and is scaled to fit within lower-intensity neighborhoods.

Table 4.040.B Number of Units

Units per Building	2 max.
Buildings per Design Site	1 max.



Example of Duplex Side-by-Side



Example of Duplex Side-by-Side

General Note: Photos on this page are illustrative, not regulatory.

Table 4.040.C Building Size and Massing		
Height		
Stories	2.5 max.	
Main Body[1]		
Width	48' max.	A
Depth	36' max.	B
Wing(s)[1]		
Width	15' max.	C
Depth	24' max.	D
Separation between Wings	10' min.	
Offset from Main Body facade along Front Street, Side Street, or Civic Space	5' min. if 2 stories; 0' min. if 1 story	E

[1] In compliance with Table E (Building Placement) of the ODS zone

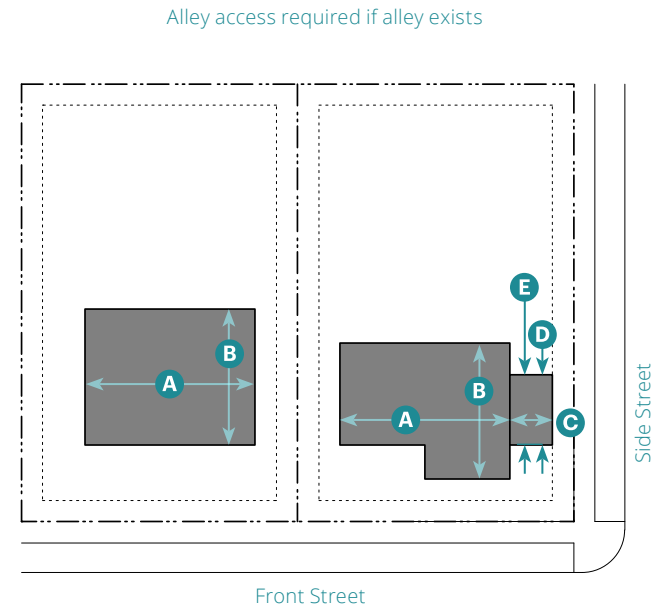
Table 4.040.D Pedestrian Access		
Main Entrance Location	Front Street[2]	F
Each unit shall have an entry facing the street on or within 15' of the front facade.		

[2] On corner design sites, each unit shall front a different street.

Table 4.040.E Vehicle Access and Parking	
Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.	G

Table 4.040.F Open Space		
Common Open Space		
Width	15' min.	H
Depth	15' min.	H
Required setbacks and driveways do not count toward open yard.		
Required open space shall be located behind the main body of the building.		

Table 4.040.G Miscellaneous
Fencing
Fencing only allowed around or between individual buildings and shall not exceed 36" in height.
Visibility shall be maintained through the fencing.

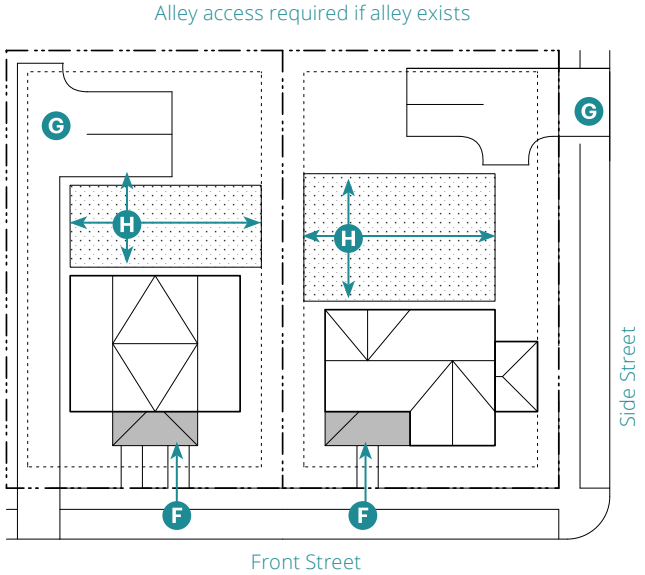


Key

ROW/ Design Site Line

Building Setback Line

Building



Key

ROW/ Design Site Line

Building Setback Line

Frontage

Common Open Spaces

4.050 Duplex Stacked



Example of Duplex Stacked

Table 4.050.A Description

A small-to-medium-sized, detached, House-Scale Building with small-to-medium setbacks and a rear setback. The building consists of two stacked units, both facing the street and within a single building massing. The type has the appearance of a single-unit house and is scaled to fit within lower-intensity neighborhoods..

Table 4.050.B Number of Units

Units per Building	2 max.
Buildings per Design Site	1 max.



Example of Duplex Stacked



Example of Duplex Stacked

General Note: Photos on this page are illustrative, not regulatory.

Table 4.050.C Building Size and Massing		
Height		
Stories	2.5 max.	
Main Body[1]		
Width	36' max.	A
Depth	48' max.	B
Wing(s)[1]		
Width	15' max.	C
Depth	24' max.	D
Separation between Wings	10' min.	
Offset from Main Body facade along Front Street, Side Street, or Civic Space	5' min. if 2 stories; 0' min. if 1 story	E

[1] In compliance with Table E (Building Placement) of the ODS zone

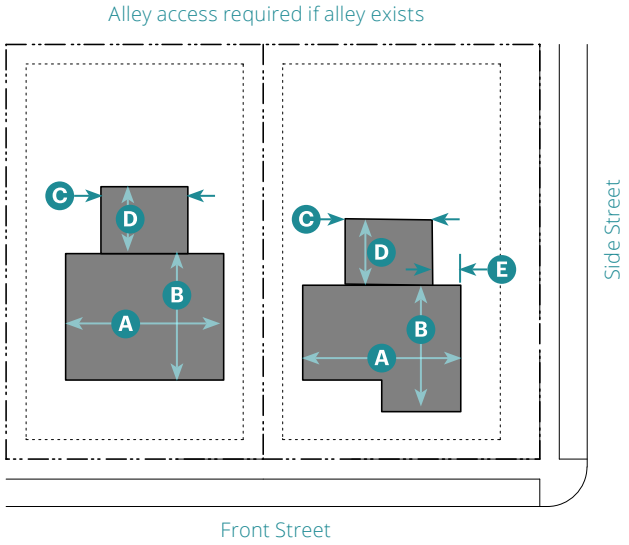
Table 4.050.D Pedestrian Access		
Main Entrance Location	Front Street[2]	F
Each unit shall have an entry facing the street on or within 15' of the front facade.		

[2] On corner design sites, each unit shall front a different street.

Table 4.050.E Vehicle Access and Parking	
Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.	G

Table 4.050.F Open Space		
Common Open Space		
Width	15' min.	H
Depth	15' min.	H
Required setbacks and driveways do not count toward open space.		
Required open space shall be located behind the main body of the building.		

Table 4.050.G Miscellaneous
Fencing
Fencing only allowed around or between individual buildings and shall not exceed 36" in height.
Visibility shall be maintained through the fencing.

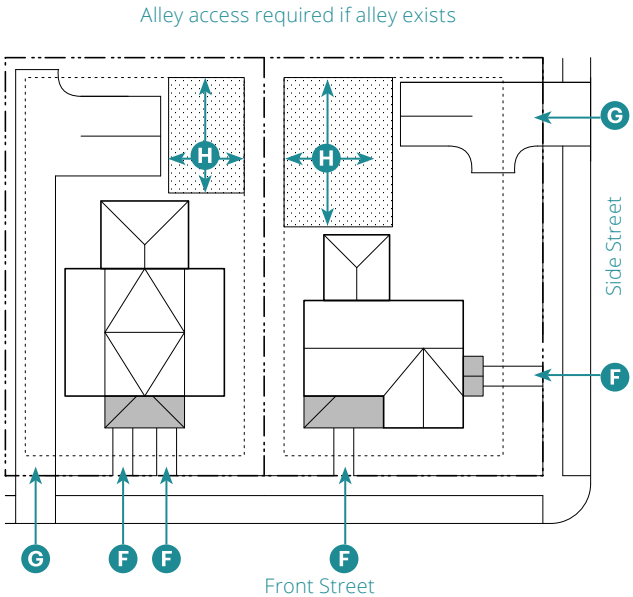


Key

ROW/ Design Site Line

Building

Building Setback Line



Key

ROW/ Design Site Line

Frontage

Building Setback Line

Common Open Spaces

4.060 Cottage Court



Example of Cottage Court

Table 4.060.A Description
A group of three to nine small, detached, House-Scale Buildings arranged to define a shared court open to and visible from the street. The shared court is common open space becoming an important community-enhancing element. The type is scaled to fit within low-to-moderate-intensity neighborhoods and in non-residential contexts.
Synonym: Bungalow Court

Table 4.060.B Number of Units	
Units per Cottage	1 max.
Cottages per Design Site	3 min.; 9 max.



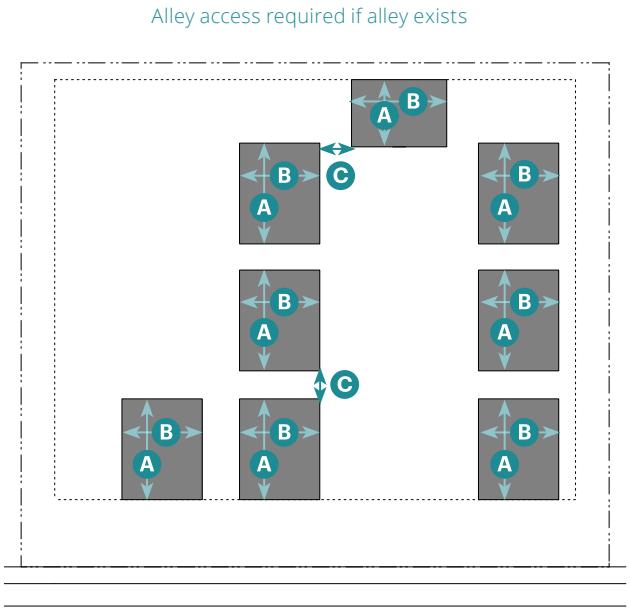
Example of Cottage Court



Example of Cottage Court

General Note: Photos on this page are illustrative, not regulatory.

Table 4.060.C Building Size and Massing		
Height		
Stories	1.5 max.	
Main Body		
Width	32' max.	A
Depth	32' max.	B
Separation between Cottages	7' min.	C
Table 4.060.D Pedestrian Access		
Shared court shall be accessible from front street.		D
Pedestrian Path Setbacks from Building Entrance	6' min.	E
Main entrance to units required from shared court.		
Units on a corner may enter from the side street.		
Pedestrian connections shall connect all buildings to the public ROW, shared court, and parking areas.		
Table 4.060.E Vehicle Access and Parking		
Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.		F
Spaces may be individually accessible by the units and/or common parking area(s) at rear or side of design site.		
Table 4.060.F Open Space		
Common Open Space		
Width	15' min.	G
Depth	60' min. (3-4 units) 70' min. (5-9 units)	H
Required setbacks and driveways do not count toward open space.		
Table 4.060.G Miscellaneous		
Fencing		
Fencing only allowed around or between individual buildings and shall not exceed 36" in height.		
Visibility shall be maintained through the fencing.		

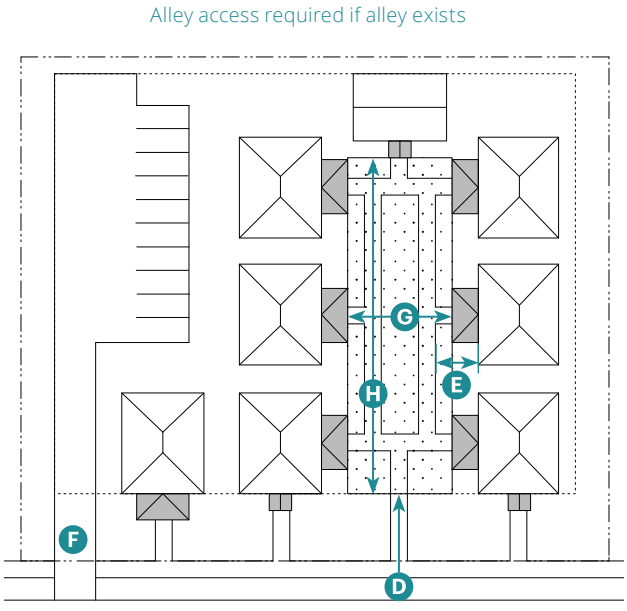


Key

ROW/ Design Site Line

Building Setback Line

Building



Key

ROW/ Design Site Line

Building Setback Line

Frontage

Common Open Spaces

4.070 Multiplex Small



Example of Multiplex Small

Table 4.070.A Description

A small-to-medium-sized, detached, House-Scale Building that consists of three to six side-by-side and/or stacked units, typically with one shared entry or individual entries along the front. The type has the appearance of a medium-sized, single-unit house and is scaled to fit within low- to moderate-intensity neighborhoods.

Table 4.070.B Number of Units

Units per Building	3 min.; 6 max.
Buildings per Design Site	1 max.



Example of Multiplex Small



Example of Multiplex Small

General Note: Photos on this page are illustrative, not regulatory.

Table 4.070.C Building Size and Massing		
Height		
Stories	3 max.	
Main Body		
Width	48' max.	A
Depth	48' max.	B
Wing(s)[1]		
Width	20' max.	C
Depth	20' max.	D
Separation between Wings	15' min.	
Offset from Main Body	5' min.	E

[1]Height is limited to 1 story less than main body and 10' less to highest eave/parapet.

Table 4.070.D Pedestrian Access		
Main Entrance Location	Front Street	E

Each unit may have an individual entry.

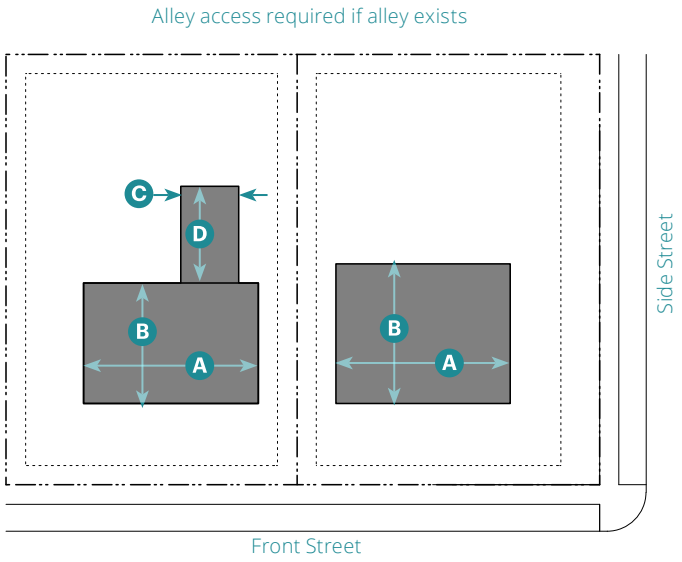
Table 4.070.E Vehicle Access and Parking	
Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.	F

Table 4.070.F Open Space		
Common Open Space[2]		
Width	15' min.	G
Depth	15' min.	H

Required setbacks and driveways do not count toward open space.

Required common open space shall be located behind the main body of the building.

[2]Common open space is not required if the building is within 800' of public open space

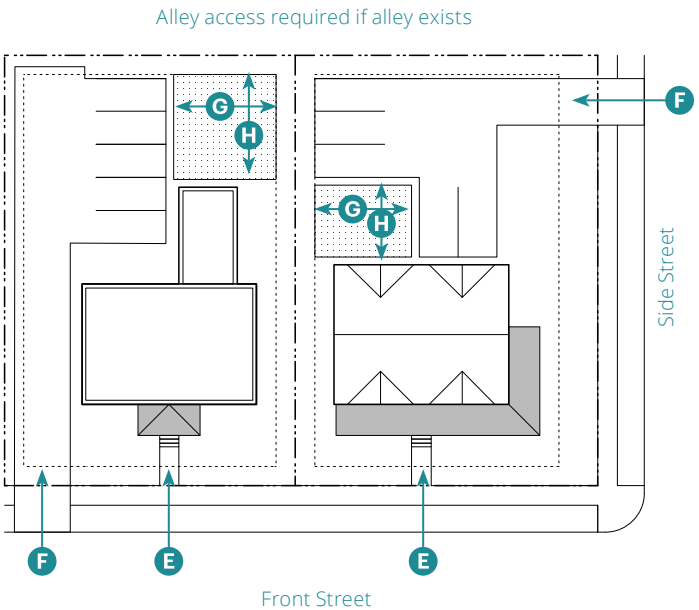


Key

ROW/ Design Site Line

Building Setback Line

Building



Key

ROW/ Design Site Line

Building Setback Line

Frontage

Private Open Space

4.080 Multiplex Large



Example of Multiplex

Table 4.080.A Description
A medium-to-large-sized, detached, House-Scale Building that consists of seven to 12 side-by-side and/or stacked units, typically with one shared entry. The type is scaled to fit within moderate-intensity neighborhoods.
Synonym: Mansion Apartment

Table 4.080.B Number of Units	
Units per Building	7 min.; 12 max.
Buildings per Design Site	1 max.



Example of Multiplex



Example of Multiplex

General Note: Photos on this page are illustrative, not regulatory.

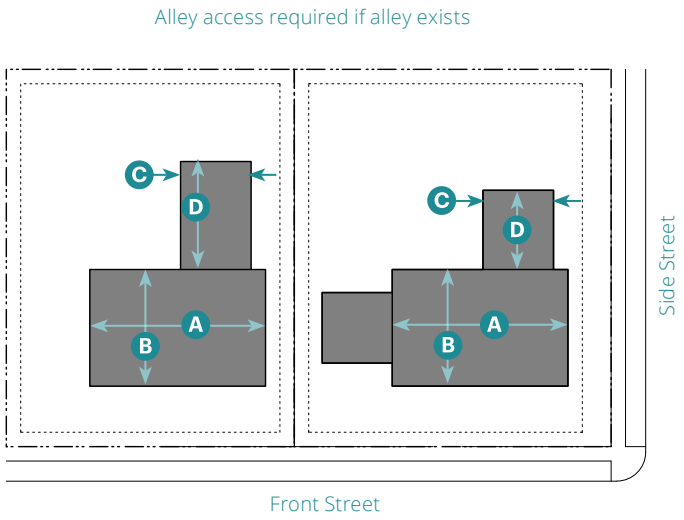
Table 4.080.C Building Size and Massing		
Height	**T5N**	
Stories	3.5 max.	
Main Body[1]		
Width	60' max.	A
Depth	60' max.	B
Wing(s)[1]		
Width	30' max.	C
Depth	30' max.	D
Separation between Wings	15' min.	
Offset from Main Body	5' min.	E

[1]Height is limited to 1 story less than main body and 10' less to highest eave/parapet.

Table 4.080.D Pedestrian Access		
Main Entrance Location	Front Street	E
Units located in the main body shall be accessed by a common entry along the front street.		
On corner design sites, units in a wing may enter from the side street.		

Table 4.080.E Vehicle Access and Parking	
Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.	F

Table 4.080.F Open Space
Common or Private open space is not required.

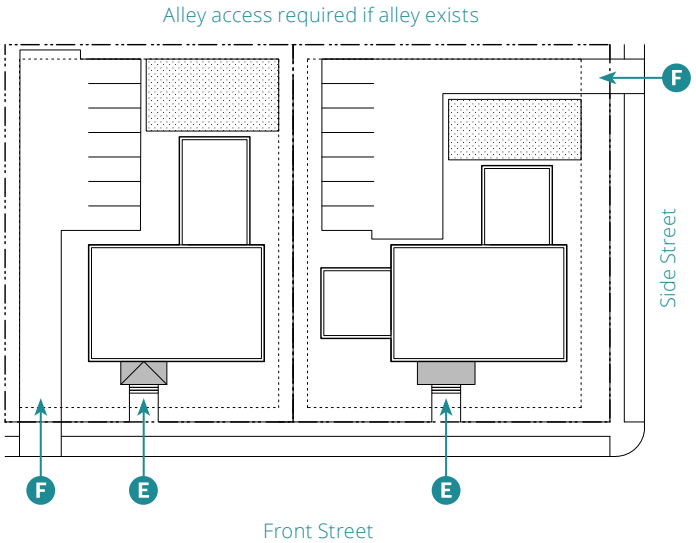


Key

ROW/ Design Site Line

Building Setback Line

Building



Key

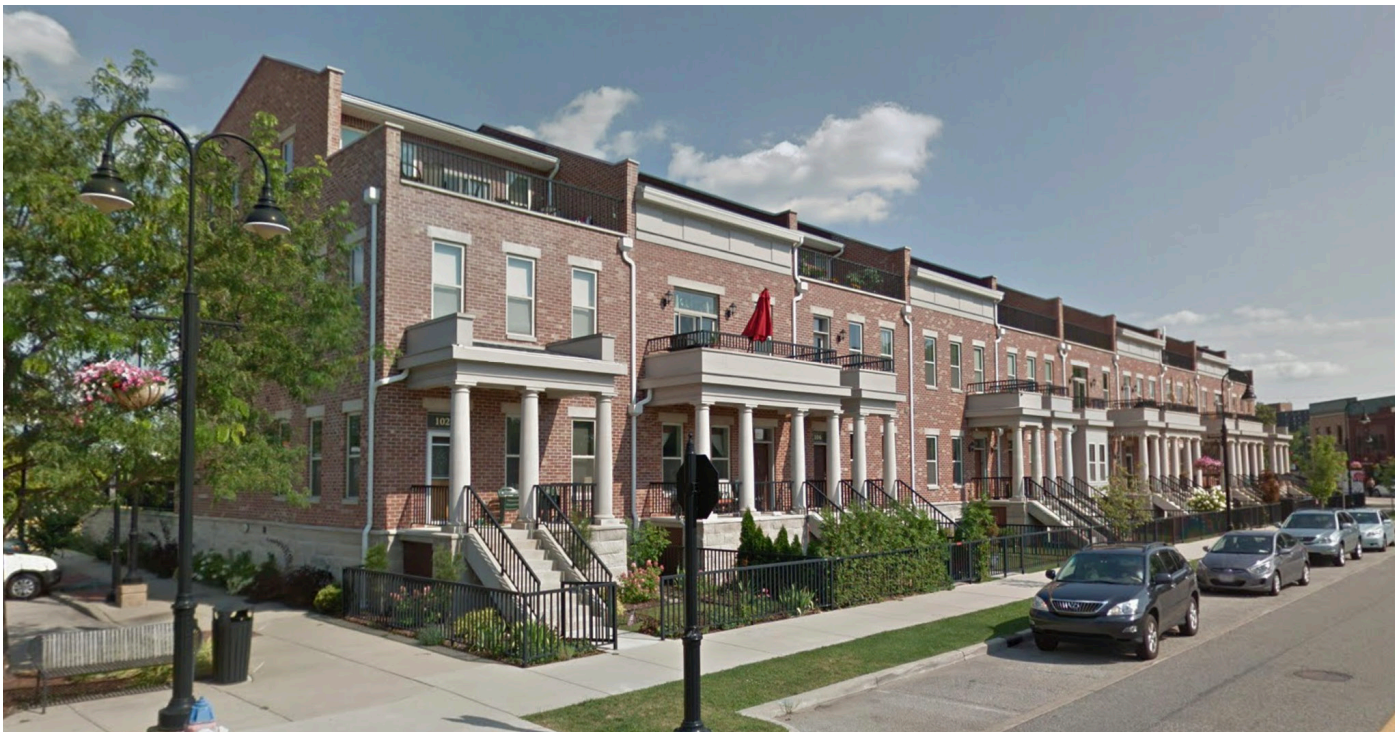
ROW/ Design Site Line

Building Setback Line

Frontage

Private Open Space

4.090 Townhouse



Example of Neighborhood Townhouse

Table 4.090.A Description

A small-sized, typically attached, House-Scaled or Block-Scaled Building with a rear setback. Each Townhouse consists of one unit. As allowed by the zone, the type may also be detached with minimal separations between buildings. The type is typically located within low-to-moderate-intensity neighborhoods.

Synonym: Rowhouse

Table 4.090.B Number of Units

House-Scale	**T3N/T4N**
Units per Townhouse	1 max.
Townhouses per Design Site	1 max.
Townhouses per Run	2 min.; 5 max.
Block-Scale	**T4MS/T5N**
Units per Townhouse	3 max.
Townhouses per Design Site	1 max.
Townhouses per Run	4 min.; 8 max.



Example of Neighborhood Townhouse



Example of Neighborhood Townhouse

General Note: Photos on this page are illustrative, not regulatory.

Table 4.090.C Building Size and Massing			
Height	**T3N/T4N**	**T4MS/T5N**	
Stories	3 max.		
Main Body[1]			
Width per Townhouse	18' min.; 25' max.		A
Depth per Townhouse	50' max.		B
Width per Run	125' max.	200' max.	C
Wing(s)[1]			
Width	14' max.	14' max.	D
Depth	14' max.	14' max.	E
Separation between Wings	10' min.		F

[1] Height is limited to 1 story less than main body and 10' less to highest eave/parapet.

Table 4.090.D Pedestrian Access		
Main Entrance Location	Front Street	G

Each unit shall have an individual entry facing a street.

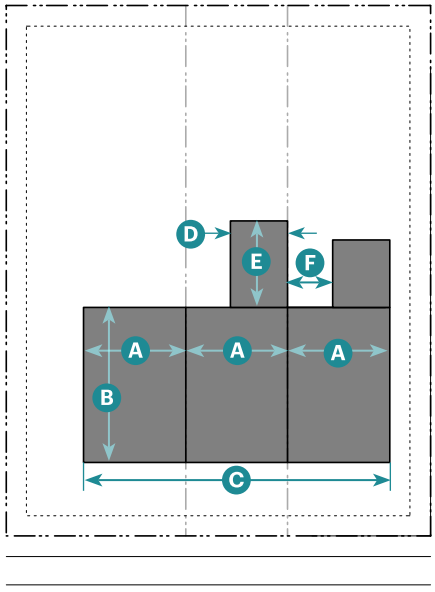
Table 4.090.E Vehicle Access and Parking	
Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.	H

Table 4.090.F Open Space		
Private Open Space		
Width	8' min.	I
Depth	8' min.	I

Required setbacks and driveways do not count toward open space.

Required private open space shall be located behind the main body of the building.

Alley access required if alley exists



Front Street

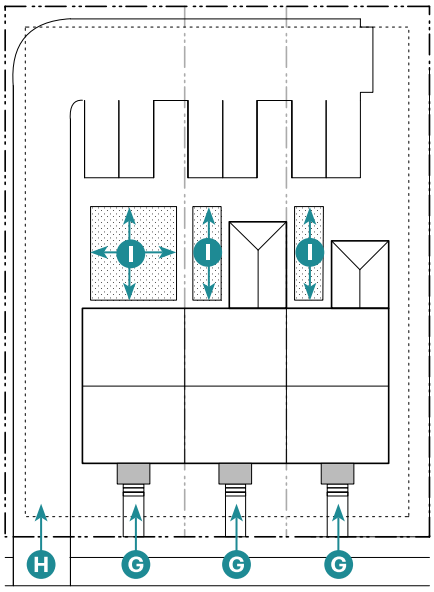
Key

ROW/ Design Site Line

Building Setback Line

Building

Alley access required if alley exists



Front Street

Key

ROW/ Design Site Line

Building Setback Line

Frontage

Private Open Space

4.100 Courtyard Building Small



Example of Neighborhood Courtyard

Table 4.100.A Description

A detached, House-Scale Building that consists of up to 16 attached and/or stacked units, accessed from a shared courtyard. The shared court is common open space and takes the place of a rear setback. The type is typically integrated as a small portion of lower-intensity neighborhoods or more consistently into moderate-intensity neighborhoods.

Synonym: Courtyard Apartment

Table 4.100.B Number of Units

Units per Building	10 min.; 16 max.
Buildings per Design Site	1 max.



Example of Neighborhood Courtyard



Example of Neighborhood Courtyard

General Note: Photos on this page are illustrative, not regulatory.

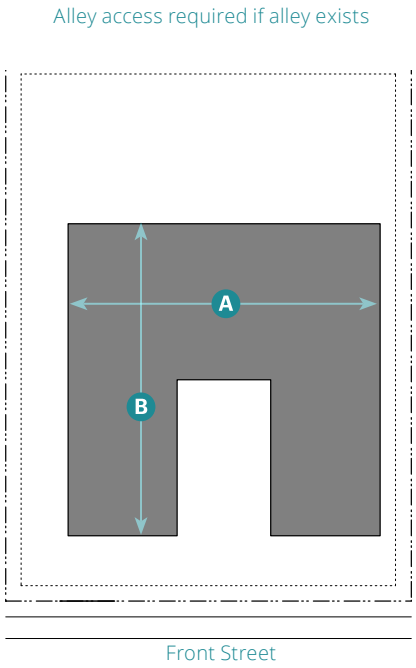
Table 4.100.C Building Size and Massing		
Height		
Stories	3 max.	
Main Body[1]		
Width	100' max.	A
Depth	100' max.	B

Table 4.100.D Pedestrian Access		
Main Entrance Location[1]	Courtyard or Street	C

[1] The main entry of ground floor units shall be directly off of a courtyard or street, whichever is closer.

Table 4.100.E Vehicle Access and Parking	
Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.	D

Table 4.100.F Open Space			
Common Open Space	**L-shaped**	**U-shaped**	
Width	20' min.	25' min.	E
Depth	30' min.	50' min.	F
Courtyard(s) shall be accessible from the front street.			
Multiple courtyards are required to be connected via a Passage through or between buildings.			
Building shall define at least three walls of the courtyard.			
Front of courtyard not defined by building shall be defined by 2'-6" to 5' tall wall with entry gate/door.			

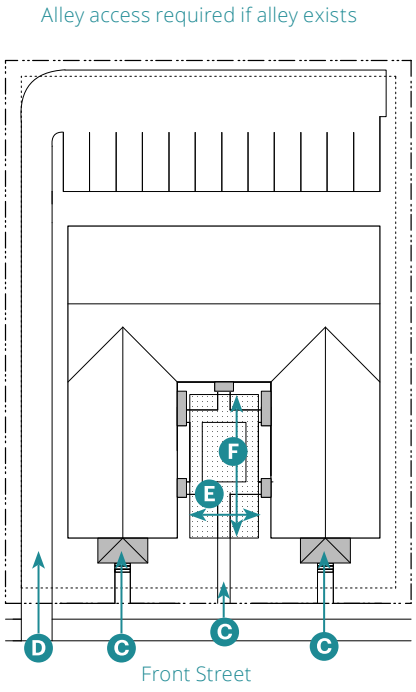


Key

ROW/ Design Site Line

Building

Building Setback Line



Key

ROW/ Design Site Line

Frontage

Building Setback Line

Private Open Space

4.110 Courtyard Building Large



Example of Neighborhood Courtyard

Table 4.110.A Description

A detached, House-Scale Building that consists of up to 24 attached and/or stacked units, accessed from a shared courtyard. The shared court is common open space and takes the place of a rear setback. The type is typically integrated as a small portion of lower-intensity neighborhoods or more consistently into moderate-intensity neighborhoods.

Synonym: Courtyard Apartment

Table 4.110.B Number of Units

Units per Building	18 min.; 24 max.
Buildings per Design Site	1 max.



Example of Neighborhood Courtyard



Example of Neighborhood Courtyard

General Note: Photos on this page are illustrative, not regulatory.

Table 4.110.C Building Size and Massing		
Height		
Stories	5 max.	
Main Body[1]		
Width	120' max.	A
Depth	150' max.	B

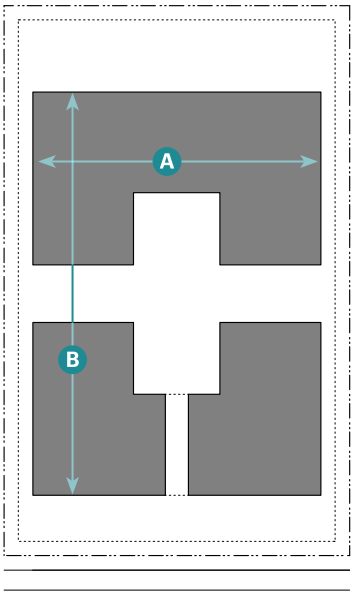
Table 4.110.D Pedestrian Access		
Main Entrance Location[1]	Courtyard or Street	C

[1] The main entry of ground floor units shall be directly off of a courtyard or street, whichever is closer.

Table 4.110.E Vehicle Access and Parking	
Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.	D

Table 4.110.F Open Space		
Common Open Space		
Width	30' min.	E
Depth	50' min.	F
Courtyard(s) shall be accessible from the front street.		
Multiple courtyards are required to be connected via a Passage through or between buildings.		
Building shall define at least three walls of the courtyard.		

Alley access required if alley exists



Front Street

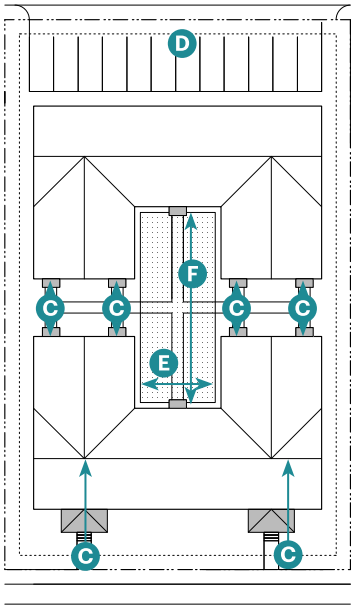
Key

ROW/ Design Site Line

Building Setback Line

Building

Alley access required if alley exists



Front Street

Key

ROW/ Design Site Line

Building Setback Line

Frontage

Private Open Space

4.120 Main Street Building



Example of Main Street Building

Table 4.120.A Description

A small-to-large-sized, Block-Scale Building, typically attached, but may be detached. The type is intended to provide a vertical mix of uses with ground-floor retail, office, or service uses and upper-floor service or residential uses. The type makes up the primary component of neighborhood and downtown main streets, therefore being a key component to providing walkability.

Table 4.120.B Number of Units

Units per Building	Unrestricted
Buildings per Design Site	1 max.



Example of Main Street Building



Example of Main Street Building

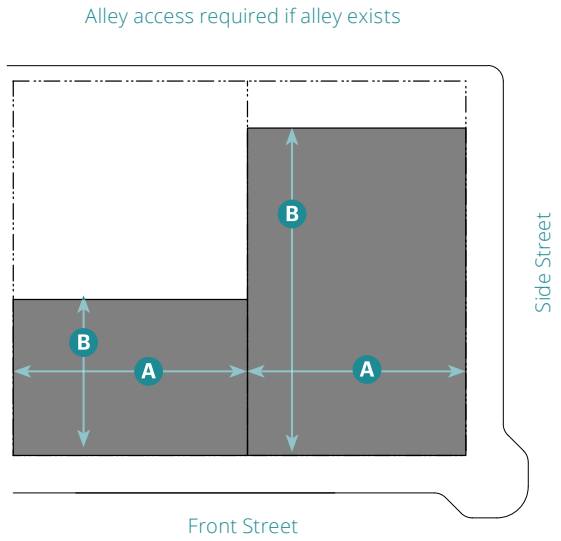
General Note: Photos on this page are illustrative, not regulatory.

Table 4.120.C Building Size and Massing			
Height	**T4MS**	**T5MS**	
Stories	3 max.	5 max.	
Main Body			
Width	100' max.	200' max.	A
Depth	100' max.	200' max.	B

Table 4.120.D Pedestrian Access	
Distance between Entries to Ground Floor Shops	40' max.
Upper floor units shall be accessed by a common entry along the front or side street.	
Ground floor shops shall have individual entries along the front or side street.	C
Ground floor units allowed along side streets are required to be at least 30' from the front street.	D

Table 4.120.E Vehicle Access and Parking	
Driveway and parking location shall comply with standards in Table F (On-Site Vehicular and Bicycle Parking) of the ODS zone.	E

Table 4.120.F Open Space
Common or private open space is not required.

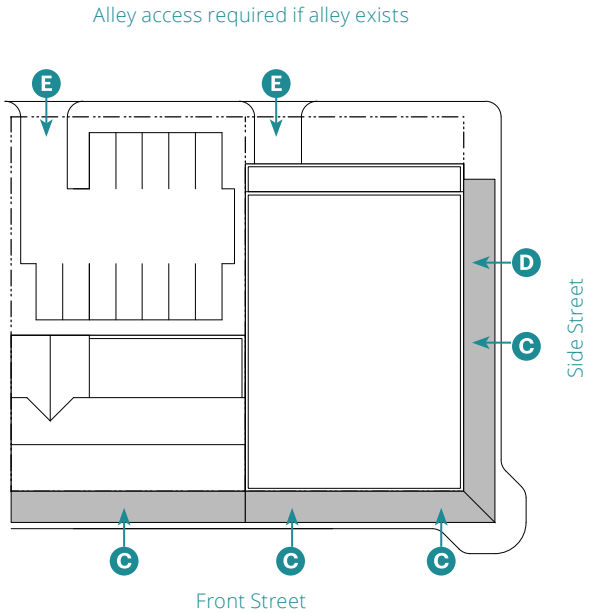


Key

–·–· ROW/ Design Site Line

----- Building Setback Line

Building



Key

–·–· ROW/ Design Site Line

----- Building Setback Line

Frontage

Private Open Space

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Section 5: Massing and Facade Articulation Standards

Subsections:

5.010 Purpose
5.020 Overview of Façade and Design Standards
5.030 Massing and Composition
5.040 Tripartite Facade Articulation
5.050 Architectural Recession(s)
5.060 Windows and Openings

5.010 Purpose

This Section provides standards intended to promote a pedestrian-scaled built environment by reducing the perceived mass of large buildings while allowing for creativity and innovation.

5.020 Overview of Façade and Design Standards

Table 5.020.A (Massing and Facade Articulation Standards Overview) provides an overview of the standards.

Table 5.020.A: Massing and Facade Articulation Standards Overview

Standard	Building Length[1]			
	< 75'	75' to <100'	100'to <150'	≥150'
5.030 (Massing and Composition)	N	R	R	R
5.040 (Tripartite Facade Articulation)	N	R	R	R
5.050 (Architectural Recession(s))	N	N	R	R
5.060 (Windows and Openings)	N	N	R	R

[1] Building length includes main body and wings, as measured along street or civic space.

Key	R = Required	N = Not Required	A = Allowed	- = Not Allowed

5.030 Massing and Composition

Table 5.030.A Description

Standards for the articulation of building facades to ensure that new development is harmonious in scale with existing development.

Table 5.030.B Applicability

Buildings ≥75' long

Table 5.030.C General Character

New facades and facade modifications along a street or civic space shall be designed to appear as multiple buildings no greater than 75' in length and not repeating the same massing and composition.	A
Building facades shall be arranged in an orderly composition of window bays/ openings based on prevalent patterns of 3, 5 or 7 bays.	B
Facades shall be designed in an orderly symmetrical or asymmetrical composition.	C
The pattern shall be visually expressed through the spacing of openings, physical recesses, projections or other techniques.	
The pattern may include the ground floor and its mezzanine.	

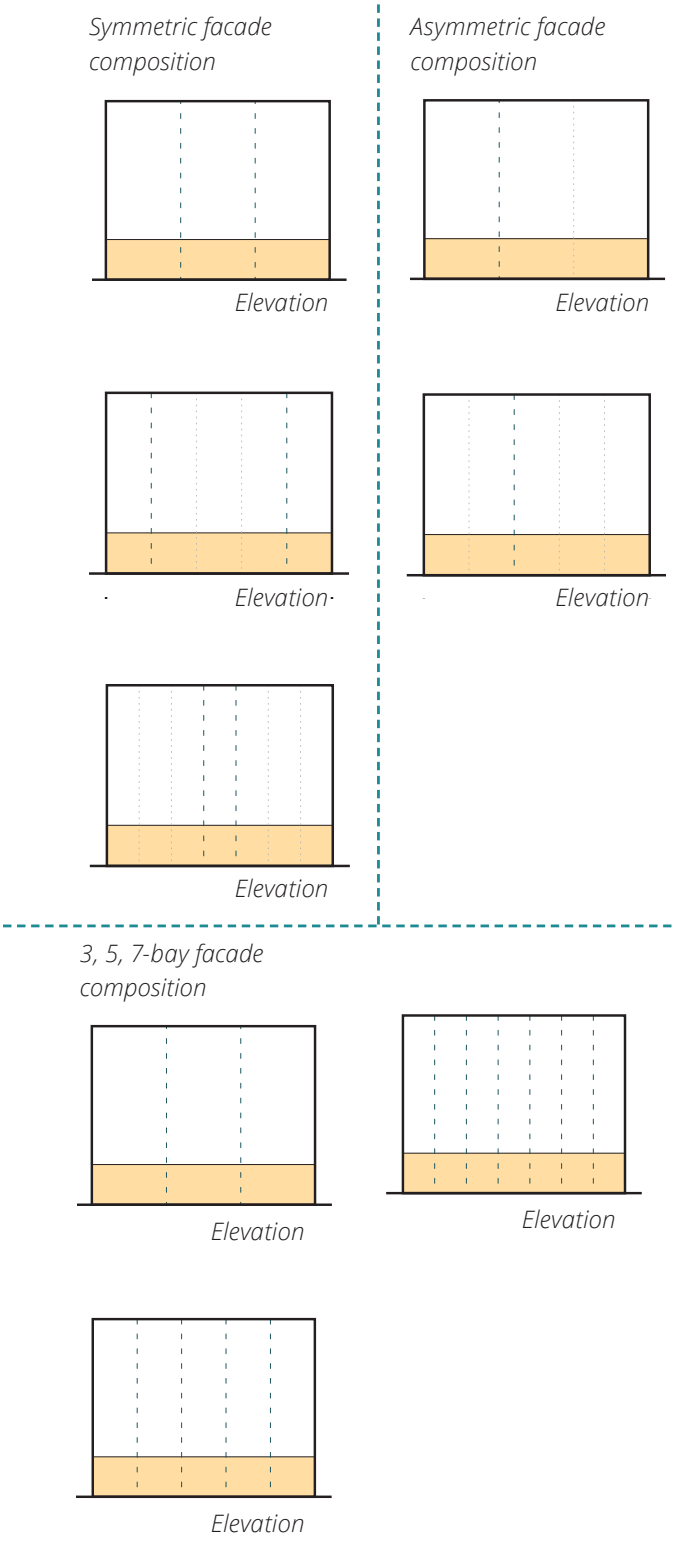


Figure 5.030.A: Diagram of Massing and Composition

5.040 Tripartite Facade Articulation

Table 5.040.A Description

This Subsection prescribes standards for the articulation of building facades to maintain visual quality. For new building facades, tripartite articulation is required, which is a method of visually organizing a building facade into three sections: a base, a middle and a top.

Table 5.040.B Applicability

Buildings ≥75' long

Table 5.040.C General Character

Combinations of colors, materials, and massing may be used to visually express a base, middle, and top.

New facades and facade modifications along a street or civic space shall be designed to visually express a base, middle, and top:

Building Base. The base shall be a minimum of one story in height. For buildings taller than 3 stories the base may be up to 2-stories tall. A

Building Middle. The middle shall be a minimum of one-story in height. B

Building Top. The top may include multiple stories including building stepbacks but should not exceed the height of the building's middle. Parapets, cornices and entablatures may be used to articulate the top. C

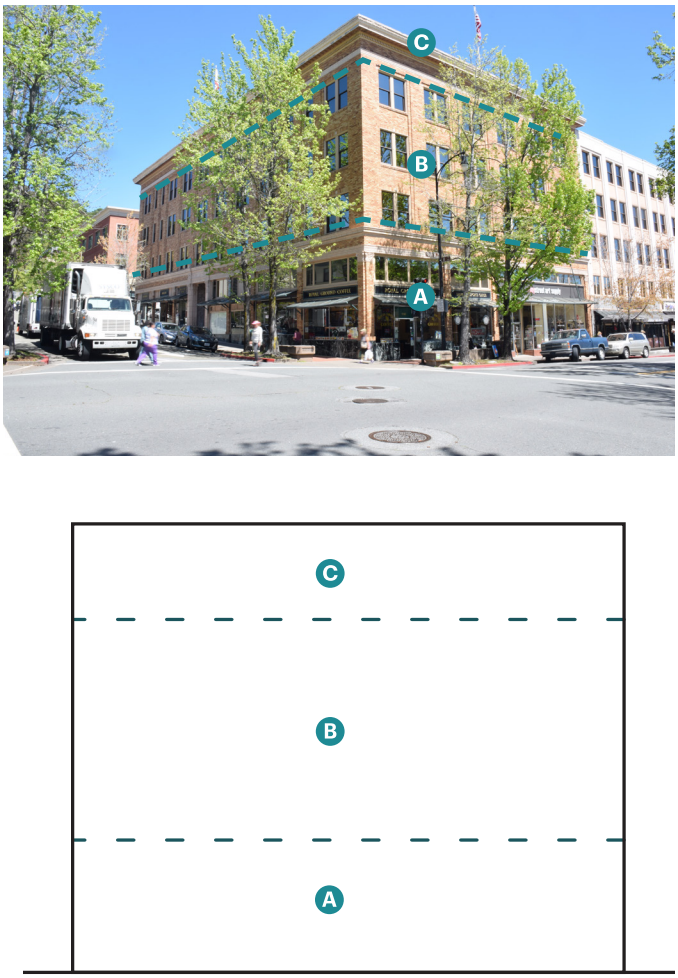


Figure 5.040.A: Diagram of Tripartite Facade Articulation

5.050 Architectural Recession(s)

Table 5.050.A Description
New facades and renovations along a street or civic space shall be designed to modulate the apparent size and scale of a building by recessing a portion(s) of the facade. Recessions shall be articulated using one or more frontage types to create a semi-public space, such as a forecourt or dooryard.

Table 5.050.B Applicability
Buildings ≥100' long

Table 5.050.C General Character		
Frequency	Minimum one recession every 75' in facade length	A
Width	10' min.	B
Depth	10' min.	C
If ground floor is recessed, recession shall extend from ground to sky		





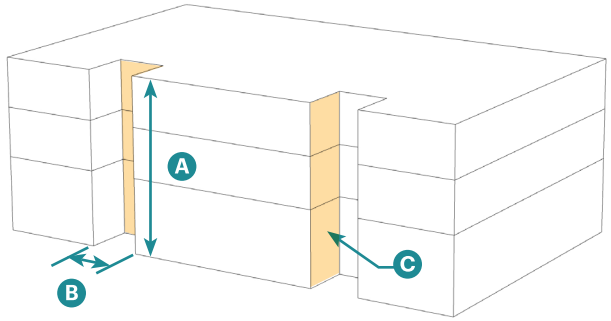


Figure 5.050.A: Diagram of Architectural Recessions

5.060 Windows and Openings

Table 5.060.A Description
This Subsection describes standards for the composition of window bays and openings.
Table 5.060.B Applicability
Buildings ≥100' long
Table 5.060.C General Character
New facades and facade modifications shall be designed to include an orderly composition of window bays and openings.
All building facades shall be designed to include square- or vertically-oriented windows and openings, including groupings of windows and openings, coordinated with the building facade composition as per Subsection 5.03 (Massing and Composition).
Location of balconies when used should be coordinated with windows and doors on the facade, and with the composition of bays on the building facade.
Buildings at least 100' in length along the street are required to include projected or recessed window bays.
Bay windows shall have either a square or a chamfer profile.



Figure 5.060.A: Diagram of Windows and Openings

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Section 6: Frontage Types

Subsections:

6.010 Purpose
6.020 Frontage Types
6.030 Overview of Frontage Types
6.040 Porch Projecting
6.050 Porch Engaged
6.060 Dooryard
6.070 Stoop
6.080 Forecourt
6.090 Shopfront
6.100 Terrace
6.110 Gallery

6.010 Purpose

This Section provides the standards for frontage types. Frontages are the components of a building that provide the transition and interface between the public realm (street and sidewalk) and the private realm (setback or building).

6.020 Frontage Types

1. The names of the frontage types indicate their particular configuration or function and are not intended to limit uses within the associated building. For example, a Porch may be used by non-residential uses including, but not limited to, a restaurant or office, as allowed by the zone.
2. Each building is required to include at least one private frontage type along the front street or adjacent civic space. Buildings with entries along a side street are required to include at least one private frontage type on those facades. The Cottage Court Building Type is only required to have frontages facing the court.
3. The habitable space on ground floor along front facade with a minimum depth as identified in Table D (Building Form) of the ODS zone, is required to be habitable/occupiable space in compliance with this Subsection.
4. Accessibility is provided through the allowed private frontage types for each zone. This requirement does not apply when base floor elevation (BFE) exceeds three feet from existing grade.
5. Private frontage types not listed in Table F (Frontages) of the ODS zone are not allowed in that zone.
6. Each building may have multiple private frontage types in compliance with the allowed types in Table F (Frontages) of the ODS zone.
7. Each private frontage type shall be located in compliance with the facade zone per Table E (Building Placement) of the ODS zone.
8. Standards are stated for the front and side street facades of a design site.

9. In addition to the ODS zone's standards, each private frontage is further refined through these standards to calibrate the type for its context.

6.030 Overview of Frontage Types

Table 6.030.A (Overview of Frontage Types) provides a summary of the allowed private frontage types in each ODS zone. See referenced Subsection(s) for standards.

Table 6.030.A: Overview of Frontage Types

Private Frontage Type	Specific Standards	Zones				
		T3N	T4N	T4MS	T5N	T5MS
Porch Projecting	6.040	P	P	X	X	X
Porch Engaged	6.050	P	P	X	X	X
Dooryard	6.060	P	P	P	P	P
Stoop	6.070	P	P	P	P	X
Forecourt	6.080	X	X	P	P	P
Shopfront	6.090	X	X	P	X	P
Terrace	6.100	X	X	P	P	P
Gallery	6.110	X	X	P	X	P

Key P = Allowed X = Not Allowed

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6.040 Porch Projecting

Table 6.040.A Description

The main facade of the building is set back from the front design site line with a covered structure encroaching into the front setback. The resulting setback area may be defined by a fence or hedge to spatially maintain the edge of the street. The Porch may be one or two stories, is open on three sides, with all habitable space located behind the building setback line.

Table 6.040.B Size

Width, Clear	15' min.[1]	A
Depth, Clear	8' min.	B
Height, Clear	8' min.	C
Stories	2 stories max.	
Finish Level above Sidewalk	1' min.[2]	D
Pedestrian Access Width	3' min.	E

[1] Reduce to 8' min. and maximum 1 story when applied to Cottage Court Building Type

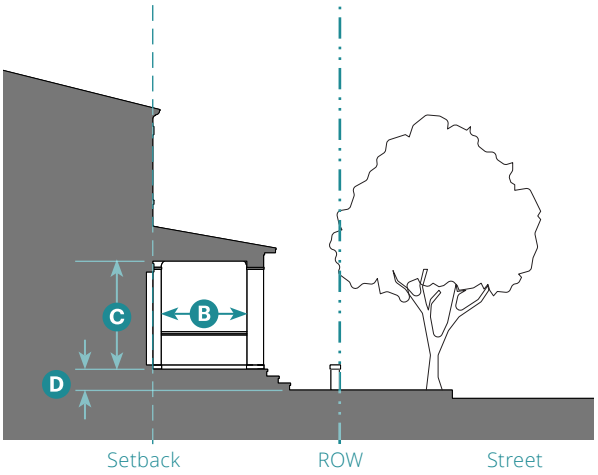
[2] Common entries may be set at grade per local and federal accessibility standards.

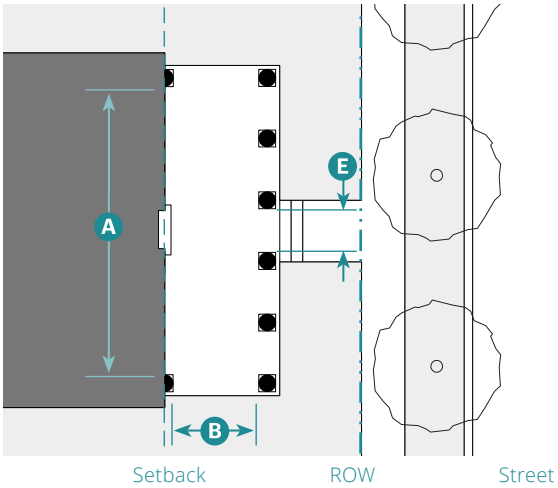
Table 6.040.C Miscellaneous

Porch shall be open on three sides and have a roof. Clear glass may be installed between the porch columns if the minimum size of individual panes is 1'.



Example of a Projecting Porch





Key

ROW/ Design Site Line

Setback Line

6.050 Porch Engaged

Table 6.050.A Description

A portion of the main facade of the building projects into the front setback to create an area for a covered structure that projects from the rest of the facade that is set back. The resulting yard may be defined by a fence or hedge to spatially define the edge of the street. The Porch may be one or two stories and may have two or three adjacent sides that are engaged to the building with at least one side open.

Table 6.050.B Size

Width, Clear	15' min.	A
Depth, Clear	8' min.	B
Height, Clear	8' min.	C
Stories	2 stories max.	
Finish Level above Sidewalk	1' min.[1]	D
Pedestrian Access Width	3' min.	E
Encroachment area of building facade		
Depth	6' max.	F
Width[2]	1/3 min. of overall building facade.	G

[1] Common entries may be set at grade per local and federal accessibility standards.

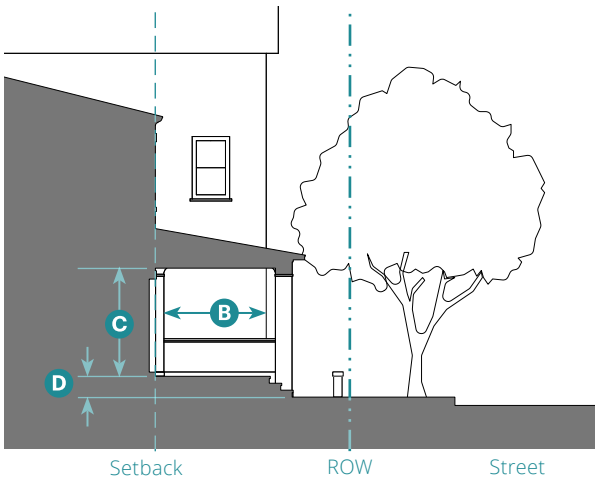
[2] Encroachment width may not exceed width of Porch (A).

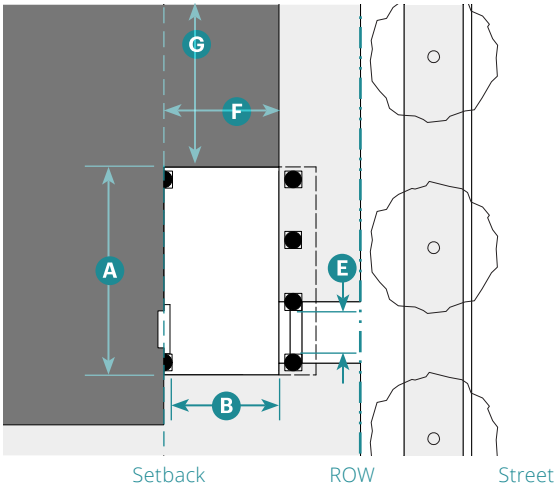
Table 6.050.C Miscellaneous

Porch shall be open on two sides and have a roof. Clear glass may be installed between the porch columns if the minimum size of individual panes is 1'.



Example of an Engaged Porch





Key

ROW/ Design Site Line Setback Line

6.060 Dooryard

Table 6.060.A Description

The main facade of the building is set back from the front design site line, which is defined by a low wall or hedge, creating a small private area between the sidewalk and the facade. Each Dooryard is separated from adjacent Dooryards. The Dooryard may be raised or at grade.

Table 6.060.B Size

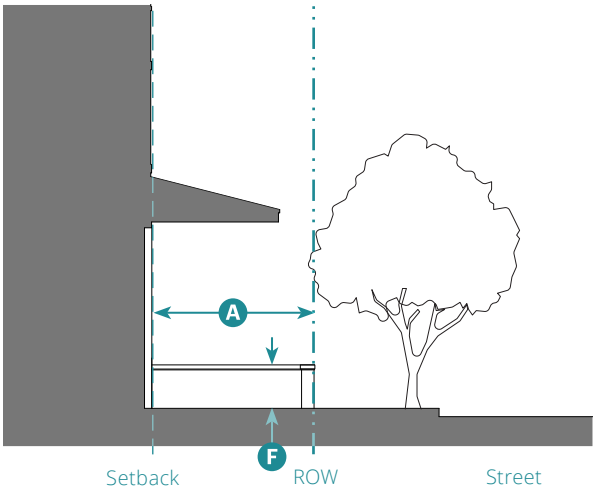
Depth, Clear	6' min.	A
Length	15' min.	B
Distance between Glazing	4' max.	C
Depth of Recessed Entries	3' max.	D
Pedestrian Access Width	3' min.	E
Height of Dooryard Fence/Wall above Finish Level	3' max.	F

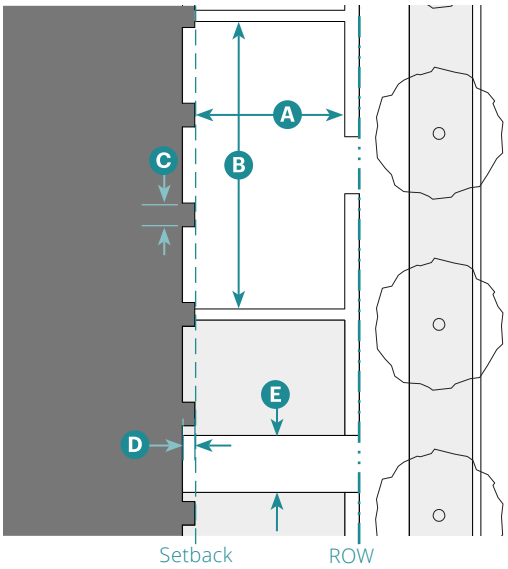
Table 6.060.C Miscellaneous

Each Dooryard shall provide access to only one ground floor entry.



Example of a Dooryard





Key

ROW/ Design Site Line

Setback Line

6.070 Stoop

Table 6.070.A Description

The main facade of the building is near the front design site line with steps to an elevated entry. The Stoop is elevated above the sidewalk to provide privacy along the sidewalk-facing rooms. Stairs or ramps from the Stoop may lead directly to the sidewalk or may be parallel to the sidewalk.

Table 6.070.B Size

Width, Clear	4' min.	A
Depth, Clear	3' min.	B
Finish Level above Sidewalk	1' min.[1]	C
Depth of Recessed Entries	8' max.	D

[1] Common entries may be set at grade per local and federal accessibility standards.

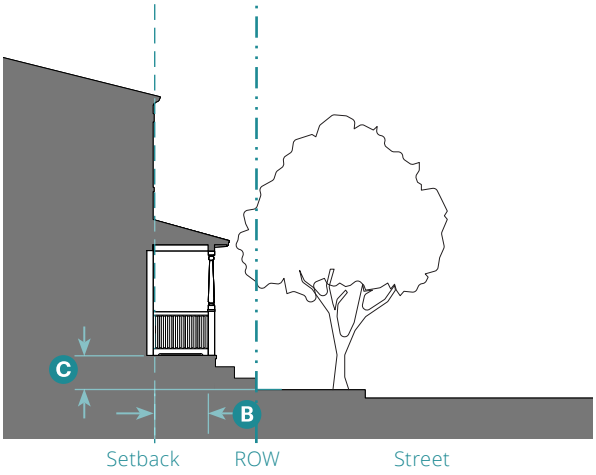
Table 6.070.C Miscellaneous

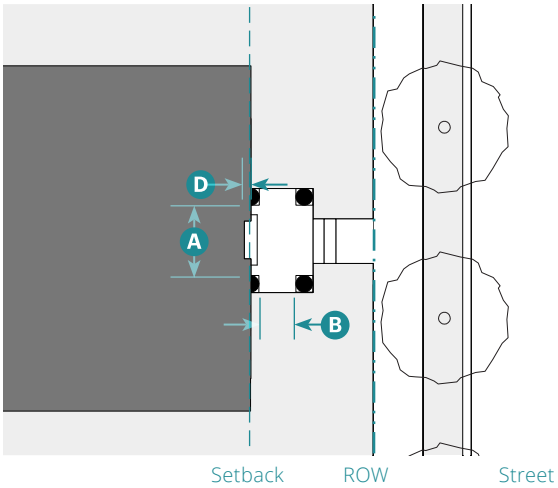
Entry doors shall be covered or recessed to provide shelter from the elements.

Gates are not allowed.



Example of a Stoop





Key

ROW/ Design Site Line Setback Line

6.080 Forecourt

Table 6.080.A Description

The main facade of the building is at or near the front design site line and a portion is set back, extending the public realm into the design site to create an entry court or shared garden space for housing, or an additional shopping or restaurant seating area within retail and service areas.

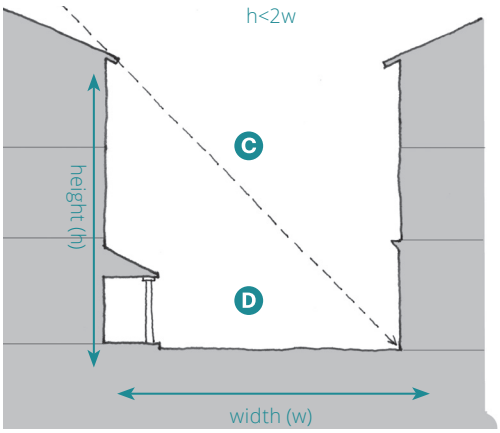
Table 6.080.B Size

Width, Clear	15' min.	A
Depth, Clear	15' min.	B
Ratio, Height to Width	2:1 max.	C
Other frontages, awnings, and balconies may encroach into all sides of the Forecourt.	Max. 1/2 width of Forecourt	D

Table 6.080.C Miscellaneous

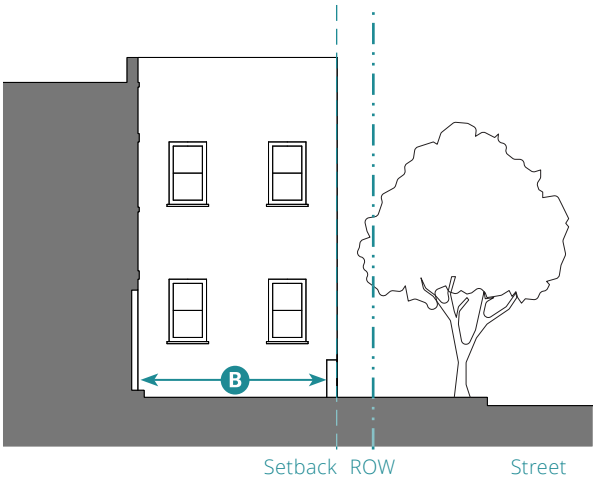
Forecourts may be utilized to group several entries at a common elevation in compliance with the zones' ground floor finish level standards.

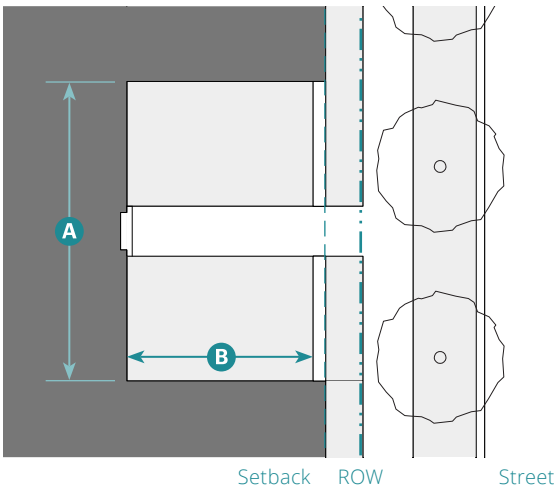
The proportions and orientation of a Forecourt shall be in compliance with the diagram below for solar orientation and user comfort.





Example of a Forecourt with Shopfronts





Key

ROW/ Design Site Line

Setback Line

6.090 Shopfront

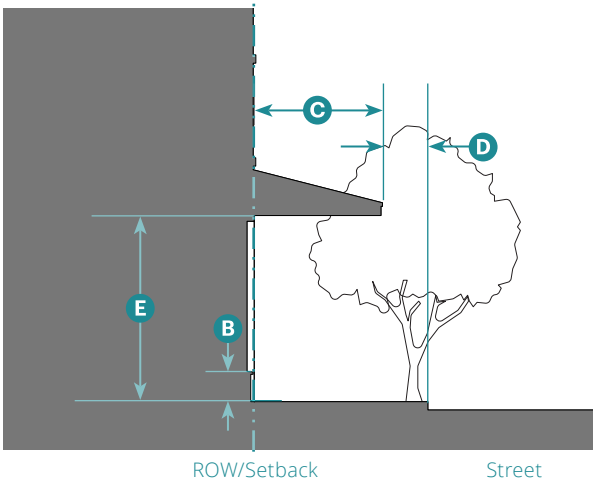
Table 6.090.A Description

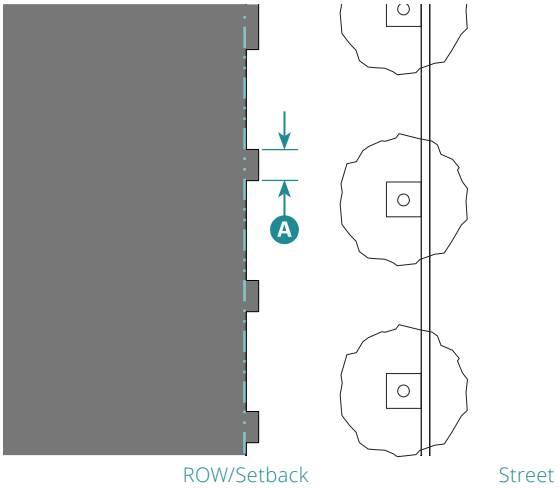
The main facade of the building is at or near the front design site line with at-grade entrance from the sidewalk. The type is intended for service, retail, or restaurant use and includes substantial glazing between the Shopfront base and the ground floor ceiling. This type may include an awning that overlaps the sidewalk.

Table 6.090.B Size		
Distance between Glazing	2' max.	A
Ground Floor Glazing between Sidewalk and Finished Ceiling Height	75% min.	
Depth of Recessed Entries	5' max.	
Shopfront Base	6" min.; 2' max.	B
Table 6.090.C Awning (Allowed/Not Required)		
Depth	5' min.	C
Setback from Curb	2' min.	D
Height, Clear	10' min.	E



Example of a Shopfront





Key

ROW/ Design Site Line Setback Line

6.100 Terrace

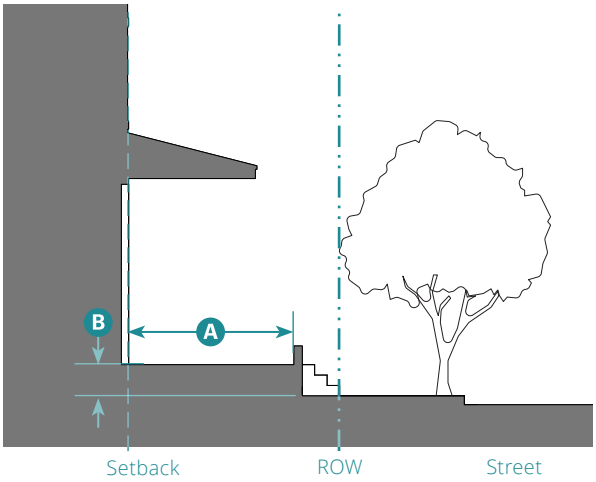
Table 6.100.A Description
The main facade is at or near the front design site line with steps leading to an elevated area providing pedestrian circulation along the facade to connect multiple entrances. The type is used for retail, service, office uses, or housing to provide outdoor areas along the sidewalk and/or to accommodate an existing or intended grade change.

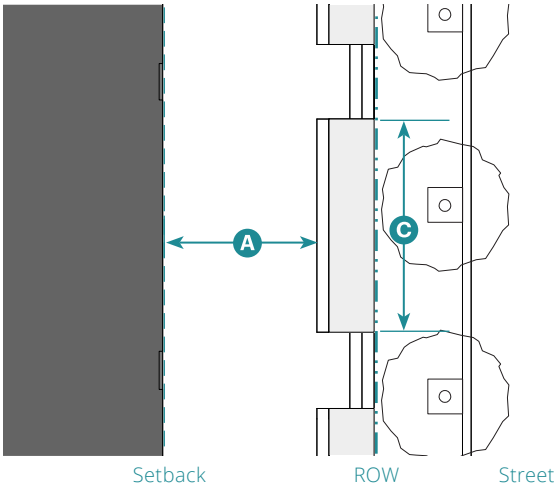
Table 6.100.B Size		
Depth of Terrace	8' min. residential	A
	10' min. non-residential	A
Finish Level above Sidewalk	3' max.	B
Distance between Stairs	25' max.	C

Table 6.100.C Miscellaneous
May be utilized to group several entries at a common elevation in compliance with the zones' ground floor finish level standards.
Ramps are required to be integrated along the terrace to connect multiple entrances of the building(s).



Example of a Terrace with low-wall seating





Key

ROW/ Design Site Line

Setback Line

6.110 Gallery

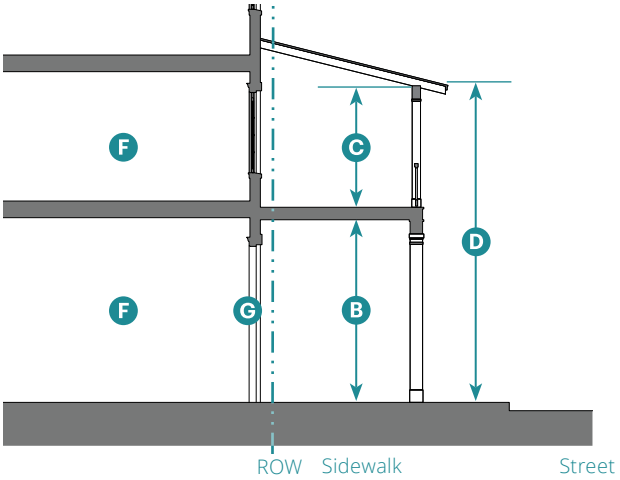
Table 6.110.A Description
The main facade of the building is set back from the front design site line and an at-grade covered structure, articulated with colonnade or arches, overlaps the sidewalk. The type may be one or two stories. When used in nonresidential settings, the Shopfront Type is included; when used in residential settings, Stoops, Dooryards, and Forecourts may be included as allowed by the zone.

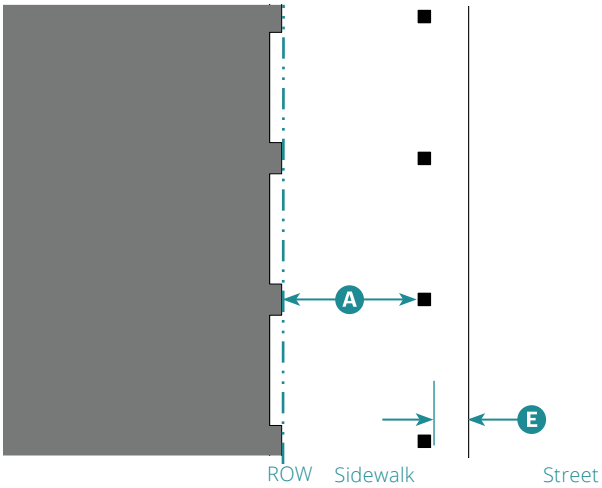
Table 6.110.B Size		
Depth, Clear	8' min.	A
Ground Floor Height, Clear	12' min.	B
Upper Floor Height, Clear	9' min.	C
Height	2 stories max.	D
Setback from Curb	18" min. (clear)	E

Table 6.110.C Miscellaneous	
Habitable Space	F
Galleries shall also follow the standards of the Shopfront, see Subsection 6.090 (Shopfront).	G
Galleries shall have a consistent depth across the entire front and/or side street facade.	
Galleries are allowed to project over the sidewalk in the public ROW.	
The second story of the Gallery may be covered.	



Example of a two-story Gallery with an uncovered second story





Key

ROW/ Design Site Line Setback Line

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Section 7: Civic Space Types

Subsections:

7.010	Purpose
7.020	Civic Space Types
7.030	Overview of Civic Space Types
7.040	Pocket Park/Plaza
7.050	Playground
7.060	Passage
7.070	Greenway
7.080	Plaza

7.010 Purpose

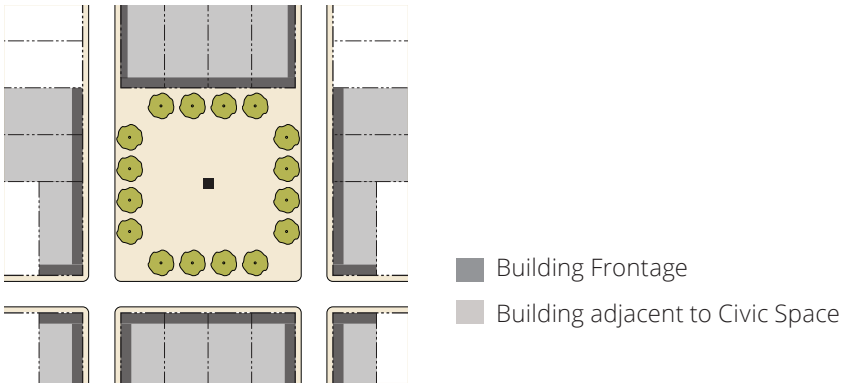
This Section establishes the standards applicable to new civic spaces. These standards supplement the standards for each zone. Civic space is land in the public realm (publicly or privately owned) for civic gathering purposes.

7.020 Civic Space Types

1. As required by Subsection 3.040 (Large Sites), design sites of least five acres are required to set aside a minimum area of 10 percent of the design site as civic space. One or more civic spaces may be used to meet the required area.
2. Each civic space is described as to its purpose and intent along with standards and characteristics regarding general physical character, uses, size and location. Characteristics are considered standards unless stated otherwise.
3. Public access and visibility is required along public parks, natural open spaces, and civic uses, including creeks and drainages and stormwater management areas, and shall be fronted by:
    A. Single-loaded frontage streets (those with development on one side and open space on the other);
    B. Bike and pedestrian paths; or
    C. Other methods of frontage that provide similar access and visibility to the open space allowed in the zone. Such access may be provided through public easements or other similar methods.

4. The facades on building design sites attached to or across a street from a civic space shall be designed as a "front" on to the civic space. See Figure 7.020.1 (Building Frontage Adjacent to a Civic Space) for reference.

Figure 7.020.1 Building Frontage Adjacent to a Civic Space



7.030 Overview of Civic Space Types

Table 7.030.A (Overview of Civic Space Types) provides a summary of the allowed civic space types by zone. See referenced Subsection(s) for standards.

Table 7.030.A: Overview of Civic Space Types

Private Frontage Type	Specific Standards	Zones				
		T3N	T4N	T4MS	T5N	T5MS
Pocket Park/Plaza	7.040	P	P	P	P	P
Playground	7.050	P	P	P	P	P
Passage	7.060	P	P	P	P	P
Greenway	7.070	P	P	X	X	X
Plaza	7.080	X	X	P	P	P

Key P = Allowed X = Not Allowed

7.040 Pocket Park/Plaza

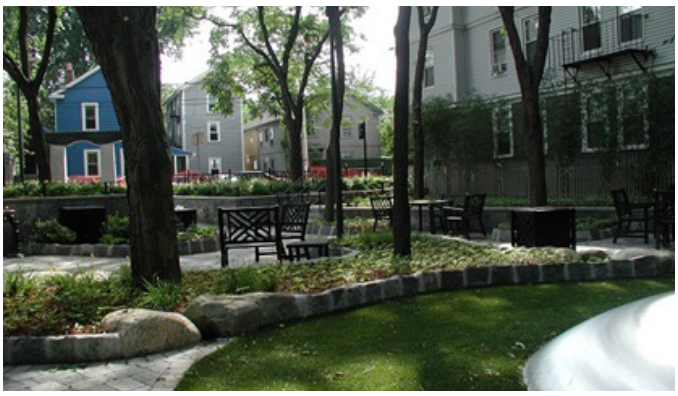
Table 7.040.A Description

A small-scale space, serving the immediate neighborhood, available for informal activities in close proximity to neighborhood residences, and civic purposes, intended as intimate spaces for seating or dining.

Table 7.040.B Size and Location

Size	50' x 50' min.
Street required on one of the Pocket Park/Plaza's sides	
Facades on design sites attached to or across a street shall "front" on to the Pocket Park/Plaza.	







Examples of a Pocket Park/Plaza

7.050 Playground

Table 7.050.A Description

A small-scale space designed and equipped for the recreation of children. These spaces serve as quiet, safe places protected from the street and typically in locations where children do not have to cross any major streets. An open shelter, play structures, or interactive art and fountains may be included. Playgrounds may be included within all other civic space types.

Table 7.050.B Size and Location

Size	40' x 60' min.







Examples of a Playground

7.060 Passage

Table 7.060.A Description

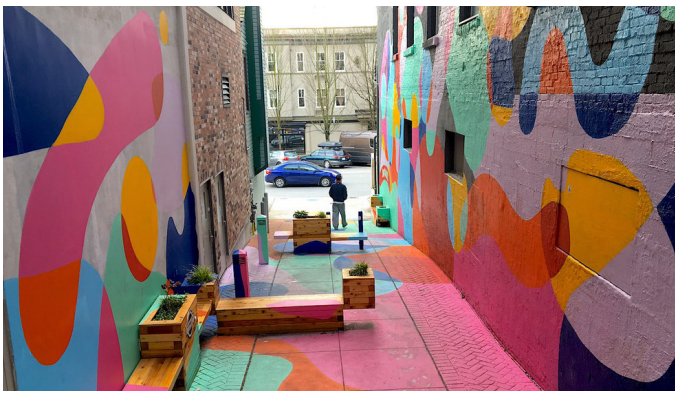
A pedestrian pathway that extends from the public sidewalk into a civic space and/or across the block to another public sidewalk. The pathway is lined by non-residential Shopfronts and/or residential ground floors and pedestrian entries as required by the zone.

Table 7.060.B Size and Location

Size	15' min. clear width between or through buildings

Ground floor facades shall be in compliance with facade zone in Table E (Building Placement) and frontages allowed in Table F (Frontages) of the ODS zone.







Examples of a Passage

7.070 Greenway

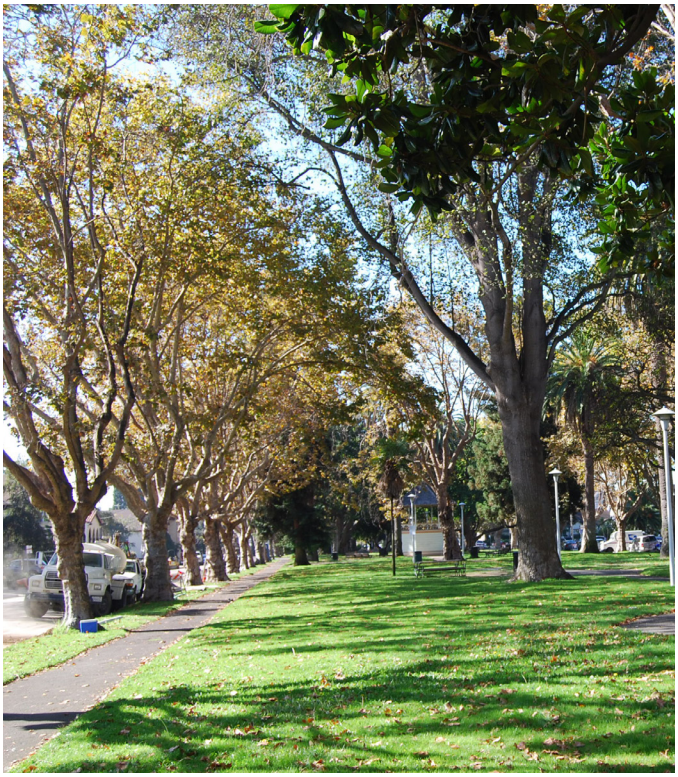
Table 7.070.A Description

A multiple-block long linear space for community gathering and strolling for nearby residents and employees, defined by a tree-lined street on at least one side, sometimes forming a one-way couplet on its flanks and by the fronting buildings across the street. Greenways serve an important role as a green connector between destinations.

Table 7.070.B Size and Location

Size	2 continuous blocks in length min.
Width	50' min.

Shall front at least one street







Examples of a Greenway

7.080 Plaza

Table 7.080.A Description
A community-wide focal point primarily for civic purposes and commercial activities.

Table 7.080.B Size and Location	
Size	100' x 100' min.
Street required one of the Plaza's sides	
Facades on design sites attached to or across a street shall "front" on to the Plaza.	







Examples of a Plaza

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Section 8: Definitions

Subsections:

8.010 Purpose
8.020 Definitions
8.030 Measurement Methods

8.010 Purpose

This Section provides definitions for specialized terms and phrases used in this ODS. All other applicable definitions in Title 18 (Zoning) apply.

8.020 Definitions

A. Definitions

Abutting. Having a common property line or district boundary, or separated by a private or public street or easement.

Access or Service Drive. A public or private way of paving or right-of-way of not more than 30 feet affording means of access to property.

Access Frontage or Service Road or Street. A public or private street or right-of-way of not less than minimum standards as specified by the subdivision ordinance of the City affording means of access to property.

Adjacent. Sharing a common design site line, or having design site lines separated only by an alley.

Adjacent Buildings. Two or more buildings located upon adjacent design sites.

Alley. A public or private way to be used primarily for vehicular access to the back or side of a design site of real property that otherwise abuts a street.

Apartment, Efficiency. A dwelling unit in a multi-unit building, consisting of not more than one habitable room, excluding the kitchen or kitchenette and sanitary facilities, of a total floor area of not more than 400 square feet.

Applicant. Any individual, firm, or any other entity that applies to the City for the applicable permits to undertake any construction or development within the City.

Architectural Feature. Exterior building element intended to provide ornamentation to the building massing including, but not limited to: eaves, cornices, bay windows, window and door surrounds, light fixtures, canopies, and balconies.

Attached Building or Structure. Any building or structure which is structurally a part of or has a common wall and/or continuous roof with a primary building or structure, except where such connection is a breezeway or walkway incidental to and not a necessary part of the construction of the primary building.

Awning. A roof or cover which projects from a wall of a building over a window or door, made of canvas, aluminum, or similar material, which may be fixed in place or be retractable.

B. Definitions

Basement. A story whose floor is more than 12 inches, but not more than half of its story height below the average level of the adjoining finished grade (as distinguished from a "cellar," which is a story more than one-half below such level). A basement, when used as a dwelling, shall not be counted as a story for purposes of height measurement.

Bathroom. A room that contains all of the following features: a bathtub or shower, a washbowl, and a toilet.

Bay. Any division of a building between vertical lines or planes, especially the entire space included between two adjacent supports.

Bay Window. An architectural projection from the building cantilevered from the facade, consisting of one or more stories in height, containing at least 60 percent glass area.

Block. An area of land separated from other areas by adjacent streets, railroads, rights-of-way, public areas, or the subdivision boundary.

Block Face. The aggregate of all the building facades on one side of a block. The block face provides the context for establishing architectural harmony.

Block Length. The horizontal distance from the right-of-way on one end of the block to the right-of-way on the other end along the same street.

Block Perimeter. The aggregate of all sides of a block bounded by the abutting rights-of-way.

Block-Scale, Building. A building that is individually as large as a block or individual buildings collectively arranged along a street to form a continuous facade as long as most or all of a block.

Buildable Area. The horizontal area in which a building is allowed to be constructed.

Building Elevation. The exterior wall of a building not adjacent to a public right-of-way, the front or side along a private street, or civic space.

Building Entrance. A point of pedestrian ingress and egress to the front of a building along the sidewalk of the street immediately adjacent to the building.

Building Facade. The exterior wall of a building adjacent to a street, the front or side along a private street, or civic space.

1. **Building Facade, Front.** The exterior wall of a building adjacent to a street or civic space.
2. **Building Facade, Side Street.** The exterior wall of a building adjacent to a side street.
3. **Building Facade, Interior Side.** The exterior wall of a building adjacent to the interior design site line(s).

4. **Building Facade, Rear.** The exterior wall of a building opposite the front.

Building Form. The overall shape and dimensions of a building.

Building Frontage. The facade(s) along the front and side street of the design site.

Building Frontage, Principal. The facade along the front of the design site, typically the narrower of sides and identified by an address.

Building, Primary. The building that serves as the focal point for all activities related to the principal use of the design site.

Building, Setback. See "Setback, Building."

Building Type. A structure defined by its combination of configuration, disposition, and function.

C. Definitions

Ceiling Height, Ground Floor. The height from finished floor to finished ceiling of primary rooms on the ground floor, not including secondary rooms which include, but are not limited to: bathrooms, closets, utility rooms, and storage spaces.

Ceiling Height, Upper Floor(s). The height from finished floor to finished ceiling of primary rooms on the floor(s) above the ground floor, not including secondary rooms which include, but are not limited to: bathrooms, closets, utility rooms, and storage spaces.

Cellar. That portion of a building between floor and ceiling which is wholly or partly below grade and so located that the vertical distance from grade to the floor below is equal to or greater than the vertical distance from grade to ceiling. A cellar shall not be counted as a story, for the purpose of height standards.

Center. Concentration of ground floor shopping, restaurants, and services, with additional offices and housing located above, within a Walkable Urban context.

Chamfered Corner. An external wall of a building joining two perpendicular exterior walls, typically at a symmetrical, 45 degree angle creating a beveled edge to the building rather than a 90 degree corner.

Civic. A term defining not-for-profit organizations that are dedicated to arts, culture, education, religious activities, recreation, government, transit, and public parking facilities.

Civic Building. A structure operated by governmental or not-for-profit organizations and limited to civic and related uses.

Civic Space. An outdoor area dedicated for public gathering and civic activities. See Section 7 (Civic Space Types).

Common Courtyard. An entry court, forecourt, or courtyard shared by multiple residential units or commercial spaces.

Common Open Space. An entry court, forecourt, courtyard, or other on-site open space shared by multiple residential units or non-residential units.

Common Space (syn. Common Area). A portion of a development held in common and/or single ownership, is not reserved for the exclusive use or benefit of an individual tenant or owner, and is available for use by all persons who reside or work in the building or on the design site.

Communication Equipment Building. A building housing operating electrical and mechanical equipment necessary for the conduct of a communications business with or without personnel.

Communications Tower. Any structure which supports an antenna.

Community Center. A multi-purpose meeting and recreational facility typically consisting of one or more meeting or multi-purpose rooms, kitchen, and/or outdoor barbecue facilities, that are available for use by various groups for such activities as meetings, parties, receptions, dances, etc.

Condominium. An estate in real property consisting of an undivided interest in common in a portion of the property together with a separate interest in space called a unit, the boundaries of which are described on a recorded final map, design site map, or condominium plan. The condominium may be commercial, industrial, residential, or any combination. [Civil Code §783, §1351(f)].

Corner Element. A physical distinction in a building at the corner of two streets or a street and public space.

Corner Entry. An entrance located on the corner of a building.

Cottage Court. See Subsection 4.060 (Cottage Court).

Council. The City Council of the City of Pittsburg.

Courtyard (syn. Court). An unroofed area that is completely or partially enclosed by walls or buildings on at least two sides and often shared by multiple residential units or non-residential units, not including off-street parking.

Courtyard Building, Large. See Subsection 4.110 (Courtyard Building Large).

Courtyard Building, Small. See Subsection 4.100 (Courtyard Building Small).

Coverage

1. **Coverage, Accessory Structures.** The sum of the footprint area of all structures on a design site.
2. **Coverage, Building.** The floor area of the largest story of a building divided by the total design site area.
3. **Coverage, Design Site.** The portion of the design site expressed as a percentage that is covered in buildings or other structures.

Co-working Space. A facilitated environment which may contain shared facilities including, but not limited to: conference rooms, reception services, phones, and other business amenities. Work spaces are used by a recognized membership who share the site in order to interact and collaborate with each other as part of a community and to reduce duplicated costs by sharing facilities. The uses shall have externally observable attributes similar to uses allowed in the zone in which that they are located. Equipment is limited to those which do not generate noise or pollutants in excess of what is customary within a typical office environment. Such space located in a research & development building may use equipment consistent with research & development uses. Co-working space may be interchangeably referred to as “incubator space."

Cul-de-sac. A street which connects to another public street only at one end and is not planned for later extension.

Crawl Space. A shallow unfinished uninhabitable space beneath the floor or under the roof of a building, that provides access to utility, structural, and other building components not readily accessible from the habitable portions of the building.

D. Definitions

Dangerous or Objectionable Elements. Any land or building structure used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable fire, explosive, or other hazard; noise or vibration, smoke, dust, odor, or other form of air pollution; heat, cold, dampness, electrical, or other disturbance; glare; liquid or solid refuse or wastes; or other substance, condition or elements in such manner or in such amount as to adversely affect the surrounding area or adjoining premises.

Days. Calendar days unless this ODS specifies otherwise.

Defensible Space. A public, private, or semi-private residential environment whose physical characteristics—building layout and site plan—function to allow inhabitants themselves to become key agents in ensuring their security.

Department. Pittsburg's Planning Department.

Depth, Ground-Floor Space. The distance from the street-facing facade to the rear interior wall of the ground-floor space available to an allowed use.

Depth-to-Height Ratio. The relationship of the depth of a space measured perpendicular to a building divided by the average height of the buildings adjacent to the space.

Design Site. A portion of land within a parcel, delineated from other design sites and/or parcels to accommodate no more than one building type. The main purpose of a design site is to allow a parcel large enough to contain more than one building type to contain multiple building types while not requiring the legal subdivision of the parcel into additional parcels.

1. **Design Site, Corner.** A design site located at the intersection of two or more streets, where they intersect at an interior angle of not more than 175 degrees. If the intersection angle is more than 175 degrees, the design site is considered an interior design site.
2. **Design Site, Flag.** A design site not meeting minimum design site frontage standards and where access to a public or private street is provided by means of a long, narrow driveway between abutting design sites.
3. **Design Site, Interior.** A design site abutting only one street.
4. **Design Site, Through.** A design site with two or more frontage lines that do not intersect.

Design Site Area. The total square footage or acreage of horizontal area included within the design site lines.

Design Site Coverage. See "Coverage."

Design Site Depth. The horizontal distance between the front design site line and rear design site line of a design site measured perpendicular to the front design site line.

Design Site Line. The perimeter and geometry of a design site demarcating one design site from another.

1. **Design Site Line, Front.** One of the following:
    a. The frontage line in the case of a design site having a single frontage line;
    b. The shortest frontage line in the case of a corner design site with two frontage lines, neither of which are adjacent to a thoroughfare or a design site with independent frontage;

c. The frontage line generally perceived to be the front design site line in the case of a corner design site with three or more frontage lines, none of which are adjacent to a thoroughfare or a design site with independent frontage;

d. The frontage line adjacent to a thoroughfare in the case of a corner design site with two or more frontage lines, one of which is adjacent to a thoroughfare;

e. The frontage line adjacent to a design site with independent frontage in the case of a corner design site with two or more frontage lines, one of which is adjacent to a design site with independent frontage; or

f. The frontage line adjacent to the front design site line of an adjacent design site in the case of a through design site.

2. **Design Site Line, Rear.** That design site line opposite the front design site line.

3. **Design Site Line, Side.** Design site lines connecting the front and rear design site lines.

Design Site Width. The horizontal distance between the design site lines measured perpendicular to the front design site line.

Detached. Separate or unconnected.

Development Site. The parcel(s) or portion(s) thereof on which proposed structures and improvements are to be constructed.

Diligently Pursued. Continued with constant or appropriate effort.

Display. An item or arrangement of items indoors that is not attached to a window, door or wall.

Disposition, Formal. Composed in a formal arrangement, in a regular, classical, and typically symmetrical manner.

Disposition, Informal. Composed in an informal character with a mix of formal and natural characteristics.

Disposition, Natural. A preservation of the existing natural condition or a composition of elements arranged as they would appear in nature, with irregular shapes and asymmetry.

Distance Between Entries. The horizontal distance between entrances to a building or buildings, measured parallel to the facade.

Dooryard. See Subsection 6.060 (Dooryard).

Drive-Through Service. Any business that either by design or operation provides services or products directly to occupants of a motor vehicle, except gasoline service stations.

Driveway. A vehicular lane within a design site, or shared between two design sites, usually leading to a garage, other parking, or loading area.

Dwelling, Group Living (syn. Co-housing). Dwellings designed for occupancy of groups living together and having a central dining facility.

E. Definitions

Elevated Ground Floor. A ground floor situated above the grade plane of the adjacent sidewalk.

Encroachment. Any architectural feature, structure, or structural element—including, but not limited to, a gallery, fence, garden wall, porch, stoop, balcony, bay window, terrace, or deck—that breaks the plane

of a vertical or horizontal regulatory limit by extending: into a setback, beyond the build-to-line into the public frontage, or above a height limit.

Entry. An opening, including, but not limited to, a door, passage, or gate, that allows access to a building.

1. **Entry, Primary.** The opening that allows access to a building directly from the sidewalk along the front facade.
2. **Entry, Service.** An entrance located toward or at the rear of the building intended for the delivery of goods and removal of refuse.

Established Landscape. The point in time at which plants have developed roots into the soil adjacent to the root ball.

Establishment Period. The first year after installing a plant in a landscape.

External Employees. An employee who does not reside at his or her place of employment.

F. Definitions

Facade. See "Building Facade."

Facade Zone. The area between the minimum and maximum setback lines along the front of a design site and along the side street of a corner design site where the building facade is required to be placed. The zone standards identify the minimum amount of facade to be placed in the facade zone. See Subsection 8.030 (Measurement Methods).

Facility. An improvement, structure, or building that is designed and used for a particular purpose.

Finish Level, Ground Floor. Height difference between the finished floor on the ground floor and the adjacent sidewalk. In the case of a terrace frontage that serves as the public right-of-way, the floor finish level is the height of the walk above the adjacent street. Standards for ground floor finish level for ground floor residential uses do not apply to ground floor lobbies and common areas in multi-unit buildings.

Flex Space. A room or group of internally connected rooms designed to accommodate an evolution of use over time in response to an evolving market demand. Typically designed to accommodate future commercial uses, while accommodating less intense short-term uses, including, but not limited to, residential or live/work, until the commercial demand has been established.

Flood Hazard. The threat of overflow stormwaters having the capability to flood lands or improvements, transport or deposit debris, scour the surface soil, dislodge or damage structures, or erode the banks of channels.

Floor Coverage. See “Coverage."

Floorplate. An area measurement in square feet of either the gross or the rentable floor area of a typical floor in a building.

Floorplate, Non-residential. The square footage area measurement of a floorplate dedicated to non-residential uses.

Floorplate, Residential. The square footage area measurement of a floorplate dedicated to residential uses.

Flow Rate. The rate at which water flows through pipes and valves, measured in gallons per minute or cubic feet per second.

Footprint Area. The total square footage contained within a footprint.

Footprint, Building. The outline of the area of ground covered by the foundations of a building or structure.

Forecourt. See Subsection 6.080 (Forecourt).

Freestanding Wall. A wall that is separate from a building and supported by independent means.

Front. See "Design Site Line, Front."

Front Loaded. (Front Access). Design sites that provide vehicular access from the front of the design site.

Frontage, Private. The area between the building facade and the back of the sidewalk abutting a street (public or private) or public open space.

Frontage, Public. The area between the on-street parking and the back of the sidewalk.

Frontage Line. The design site line(s) of a design site fronting a street (public or private) or a civic space.

Frontage Type. A physical element configured to connect the building facade to the back of the sidewalk abutting a street or public open space depending on the intended physical character of the zone.

Furniture Area. An area of space that allows for the placement of furniture without restricting the movement of pedestrians.

G. Definitions

Gable. A vertical wall in the shape of a triangle formed between the cornice or eave and the ridge of the roof.

Gallery. See Subsection 6.110 (Gallery).

General Retail. Stores and shops selling many lines of merchandise. Examples of these stores and lines of merchandise include: bicycle sales, service, and rental; bookstores, except adult bookstores; apparel and accessories; bakeries; and food stores.

Glazing. Openings in a building in which glass is installed.

Grade. The finished ground level at any point along the exterior walls of a structure. Where walls are parallel to and within five feet of a sidewalk, alley or other public way, the level above ground shall be measured at the elevation of the sidewalk, alley or public way. Also see "Grade, Finished."

Grade, Finished. The final ground surface elevation after the completion of grading or other site preparation related to a proposed development that conforms to an approved Grading Permit or Building Permit. In cases where substantial fill is proposed, "finished grade" shall be established by the Director consistent with design sites in the immediate vicinity and shall not be, nor have been artificially raised to gain additional building height. Also see "Grade."

Grade, Pre-Development. The grade of a design site prior to any site improvements related to the proposed development.

Grading. Earthwork performed to alter the natural contours of an area.

Green Building Practices. A whole-systems approach to the design, construction, and operation of buildings and structures that helps mitigate the environmental, economic, and social impacts of construction, demolition, and renovation. Green building practices including, but not limited to, those described in the LEED™ rating system recognize the relationship between natural and built environments

and seek to minimize the use of energy, water, and other natural resources and provide a healthy, productive environment.

Greenway. See Subsection 7.070 (Greenway).

Ground Floor. The floor of a building located nearest to the level of the ground around the building.

Gross Floor Area. The total floor area inside the building envelope, including the external walls, but not including the roof.

Ground Floor Ceiling Height. Height from finished floor to finished ceiling of primary rooms on the ground floor, not including secondary rooms including, but not limited to: bathrooms, closets, utility rooms, and storage spaces.

Gross Parking Area. The total area of parking space and drive included on a design site.

Gross Residential Acreage. The total area, measured in acres, included within the design site lines of a residential development.

Guest House. A detached structure accessory to a single dwelling, accommodating living/sleeping quarters, but without kitchen or cooking facilities.

H. Definitions

Habitable Space. The portion of a building that is suitable for human occupancy.

Hardscape. Paving, decks, patios, and other hard, non-porous surfaces.

Height

1. **Height, Number of Stories.** The number of stories in a structure allowed above adjacent finished grade. See "Stories."
2. **Height, Overall.** The vertical distance between adjacent finished grade and the highest part of the structure directly above.
3. **Height, Highest Eave/parapet.** The vertical distance between adjacent finished grade and the highest eave or parapet of the building.

High Water-use or Non-drought-Tolerant Plant. A plant that will require regular irrigation for adequate appearance, growth, and disease resistance.

House-Scale Building. A building that is the size of a small-to-large house and detached from other buildings, typically ranging from 24 feet to as large as 80 feet overall, including wings.

I. Definitions

Impervious. The area of any surface that prevents the infiltration of water into the ground including, but not limited to, roads, parking areas, concrete, and buildings.

Improved. An area which has been paved or planted and is permanently maintained as such.

Improvement. The product of any modification to a site structure or building, not including maintenance or repairs.

Infill. The development of vacant land that was bypassed by earlier waves of development and is now largely surrounded by developed land.

Irrigation Efficiency. The measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system, characteristics, and management practices.

Irrigated Landscape Area. An entire design site less the building footprint, driveways, non-irrigated portions of parking lots, and other hardscape areas. Landscape areas encompass all portions of a development site to be improved with planting and irrigation. They include water bodies including, but not limited to, fountains, swimming pools, and ponds. Natural open spaces without irrigation systems are not included.

J. Definitions

No specialized terms beginning with the letter J are defined at this time.

K. Definitions

No specialized terms beginning with the letter J are defined at this time.

L. Definitions

L-Shaped (syn. Ell). A horizontal form for the main body of a building or a massing composition, also referred to as an "Ell" which is an extension at a right angle to the length of a building.

Landing. A level area at the top or bottom of a staircase or between one flight of stairs and another.

Landscaping. Flowers, shrubs, trees, or other decorative material of natural origin.

LEED™ Rating System. The most recent version of the Leadership in Energy and Environmental Design (LEED™) Commercial Green Building Rating System, or other related LEED™ rating system, approved by the U.S. Green Building Council.

Live/Work. An integrated housing unit and working space, occupied and utilized by a single household in a structure, either single-unit dwelling or multiple-unit dwelling, that has been designed or structurally modified to accommodate joint residential occupancy and work activity, and which includes:

1. Complete kitchen space and sanitary facilities; and
2. Working space reserved for and regularly used by one or more occupants of the unit.

Living Area. The interior habitable area of a dwelling unit, including basements and attics, but not including garages or any accessory structure.

Loading Dock(s). A platform where cargo from vehicles can be loaded or unloaded.

Loading Spaces, Off-street. Permanently improved and maintained areas on the design site dedicated to loading and unloading of materials, equipment, and merchandise.

Lodging. See “Bed and Breakfast” or “Hotel or Motel."

Lot. See "Design Site."

Low-Water-Use or Extra Drought-Tolerant Plant. A plant that can survive without irrigation throughout the year once established, although supplemental water may be desirable during drought periods for improved appearance and disease resistance.

M. Definitions

Main Body. The primary massing of a primary building.

Main Facade. The front facade of a building.

Main Street Building. See Subsection 4.120 (Main Street Building).

Major. Having a greater size, scope, effect, characteristic, or quality relative to the other corresponding sizes, scopes, effects, characteristics, or qualities; or being the greater of two or more.

Massing. The overall shape or arrangement of the bulk or volume of a building and structures.

Median. A planted or paved area which separates two roadways or divides a portion of a road into two or more lanes.

Minor. Having a lesser size, scope, effect, characteristic, or quality relative to the average size, scope, effect, characteristic, or qualities; or being the lesser of two or more.

Mixed-Use. Multiple functions within the same building or the same general area through superimposition or within the same area through adjacency.

Mobile Home. A vehicle, other than a motor vehicle, designed and equipped to contain one or more dwelling units to be used without a permanent foundation, and which is in excess of 8 feet in width and in excess of 40 feet in length.

Moderate Water-Use or Semi-Drought-Tolerant Plant. A plant that can survive throughout the year with occasional irrigation.

Multiplex, Large. See Subsection 4.080 (Multiplex Large).

Multiplex, Small. See Subsection 4.070 (Multiplex Small).

Multi-Unit Building. A residential, non-residential, or mixed-use building in which there exists three or more separate units with direct exterior access and in which there are appurtenant shared facilities. Distinguishing characteristics of a multi-tenant building or use may, but need not, include common ownership of the real property upon which the building or use is located, common wall construction, and multiple occupant use of a single structure.

N. Definitions

Neighborhood Center. A walkable environment that provides a mix of civic, institutional, and/or commercial uses.

New Construction. Structures for which the "start of construction" commenced on or after the effective date of this ODS.

Nonconforming Design Site. A design site that was legally created before the effective date of this ODS and does not comply with the minimum area, depth, width, or other applicable standards of the zone it is located.

Nonconforming Site Improvement. A site improvement (e.g., fences, landscaping, parking, walls, etc.) that conformed to the standards of the previous zoning that lawfully existed before the effective date of this ODS and does not conform to the present standards of the zone in which it is located.

Non-Street Frontage. Building facades that do not face a street or civic space.

O. Definitions

ODS Zone (syn. Transect Zone). One of several zones mapped on the ODS Overlay Map. See Figure 2.020.1 (ODS Overlay Map).

Off-Street Parking. The area(s) located on a design site available for temporary storage of passenger vehicles, including a public or private parking lot where parking is the principal use of the property.

Open Space. See "Civic Space."

Open Space Easement. See "Scenic Easement or Open Space Easement."

Open Structure. An accessory structure having a roof constructed of lattice or other roof material which allows light and air to pass through a minimum of 50 percent of the roof surface. Additionally, the sides of an open structure consist only of support posts and decorative or functional elements including, but not limited to, braces and railings such that light and air can pass through a minimum of 75 percent of each side. Open structures include but are not limited to trellises, trellis-like patio covers, and other shade structures. Play structures do not qualify as open structures, but are regulated as minor or major accessory structures.

Oriel Window (syn. Upper Story Bay Window). A window that projects from the building facade or elevation, located on upper floors and may extend for multiple stories.

Outdoor Storage Building. A building used primarily for storage of goods and materials, and uninhabitable.

Overhead Doors. Doors constructed in horizontally hinged Subsections that are equipped with hardware that rolls the Subsections into an overhead position, clear of the opening.

P. Definitions

Parapet. A low wall along the edge of a roof or the portion of a wall that extends above the roof line.

Parcel, Nonconforming. A legally created parcel which does not conform with current standards for area, width, frontage or other such standards for the zone in which the parcel is located because of annexation or amendments to the title.

Park and Recreational Area, Public. Include playgrounds, public gardens, outdoor sports grounds, indoor sports structures within a park area, tot lots, passive park areas, and other areas of use to the general public for recreation or outdoor diversions, not including commercial recreation facilities (see "Commercial Recreation Facility.")

Parking Driveway Width. The horizontal measurement of an access driveway to a parking area, measured perpendicular to the direction of travel.

Parkway. That portion of a public right-of-way located between the outermost curb-lane driving lane and the farthest edge of the right-of-way.

Passage. See Subsection 7.060 (Passage).

Passageway. A pathway unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

Path of Travel. A continuous, unobstructed way of pedestrian passage.

Patio Cover. A one story, roofed structure, not more than 12 feet in height above adjacent finished grade, used only for recreational and/or outdoor living purposes, that may be attached or detached as an accessory structure to the primary building.

Pedestrian Shed. An area centered on a destination including, but not limited to, a civic space, civic building, or main street. Its size is limited by an average distance that may be traversed at an easy walking pace in a given amount of time from its center to its edge, about 1,500 feet. Pedestrian sheds are used for planning Walkable Urban areas.

Pedestrian Orientation. A physical structure or place with design qualities and elements that contribute to an active, inviting, and pleasant place for pedestrians that typically includes most of the following elements:

1. Building facades that are highly articulated at the street level, with interesting uses of material, color, and architectural detailing, located directly behind the sidewalk;
2. Visibility into buildings at the street level;
3. A continuous sidewalk, with a minimum of intrusions into pedestrian right-of-way;
4. Continuity of building facades along the street with few interruptions in the progression of buildings and stores;
5. Signs oriented and scaled to the pedestrian rather than the motorist; and/or
6. Pedestrian orientation may also include: design amenities related to the street level including, but not limited to, awnings, paseos, and arcades; landscaping and street furniture.

Pedestrian-Oriented Businesses. General commercial businesses that allow customers to park once and complete multiple transactions and visits on foot in a context that encourages people to walk instead of drive.

Pedestrian-Oriented Use. A land use that is intended to encourage walk-in customers and that generally does not limit the number of customers by requiring appointments or otherwise excluding the general public. A pedestrian oriented use provides spontaneous draw from sidewalk and street due to visual interest, high customer turnover, and/or social interaction.

Pennant. Any lightweight flexible plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, in a series of three or more, designed to move in the wind.

Playground. See Subsection 7.050 (Playground).

Plaza. See Subsection 7.080 (Plaza).

Plot Plan. A plan for an individual residential design site within an approved subdivision. At a minimum, the plot plan shows the design site property lines with metes and bounds; street address; driveways; grading; proposed locations for structures; public and private improvements (e.g., utility service laterals); retaining walls; trees; and measurements to locate these improvements within the design site.

Podium. A continuous projecting base or pedestal under a building often occupied by parking.

Podium Top. A flat, elevated and open area above a podium that can be used as common area.

Pocket Park/Plaza. See Subsection 7.040 (Pocket Park/Plaza).

Porch. A covered shelter projecting in front of the entrance of a building.

1. **Porch, Engaged.** See Subsection 6.050 (Porch Engaged).
2. **Porch, Projecting.** See Subsection 6.040 (Porch Projecting).

Pre-Development Grade. The grade of a design site prior to any site improvements related to the proposed development.

Premises. An area of land with its appurtenances and buildings which because of its unity of use may be regarded as the smallest conveyable unit.

Primary Building. See "Building, Primary."

Primary Living Space. A space within the primary building that is designed as a living room, dining room, or bedroom.

Private Open Space. The area required for each unit in some building types, provided as outdoor yard areas, patios, decks, and balconies, but excluding stairs, entrance decks, and/or landings. Does not include required setbacks.

Private Street. Any street not a public street.

Public Property. Any property publicly owned outside of the designated public right-of-way.

Public Street. A street for which the right-of-way is owned by or offered for dedication to the public and accepted by the City.

Q. Definitions

No specialized terms beginning with the letter Q are defined at this time.

R. Definitions

Rear. Opposite of front.

Rear-Loaded (syn. Rear Access). Vehicular access from the rear of the design site.

Recessed Entry. An entrance to a building that is set back from the facade of the building.

Recreational Area. Areas of active play or recreation including, but not limited to, sports fields, school yards, picnic grounds, or other areas with intense foot traffic.

Relocation. The act or process of moving a structure or object from one property to another property or to a different location on the same property.

Renovation

1. A structural change to the foundation, roof, floor, or exterior of load-bearing walls of a facility, or the extension of an existing facility to increase its floor area.
2. Alteration of an existing facility including, but not limited to, significantly changing its function, even if such renovation does not include any structural change to the facility.
3. Remodeling of the building interior or exterior.

Residential. Premises used primarily for human habitation.

Residential Development. Any development that consists entirely of dwellings.

Right-of-Way (ROW). Land dedicated to transportation purposes and/or use by the general public.

Rowhouse. See Subsection 4.090 (Townhouse).

Runoff. Water which is not absorbed by the soil to which it is applied. Runoff usually occurs when water is applied at too great a precipitation rate, when water is applied to saturated soils, or when water is applied to a steep slope.

S. Definitions

Satellite Dish Antenna. Parabolic or spherical antenna whose purpose is to receive and/or transmit radio communication signals to and/or from satellites.

Scenic Easement or Open Space Easement. An easement granted to the public whereby the owner relinquishes or limits the right to construct improvements on the land.

Second Unit. See "Dwelling, Second Unit."

Semi-Public Utility Building. A building owned or operated by a non-profit organization, private institution, or foundation, and used to provide utility services to its members or those persons it serves.

Service Entries. Building access for service providers.

Service Facilities. On-site facilities that support grounds maintenance, landscaping, and minor repair service relative to a primary use.

Setback. The distance by which a structure, parking area, or other development feature is separated from a design site line, other structure, or development feature

1. **Setback, Front.** An area extending across the full width of the design site between the front design site line and the primary structure.
2. **Setback, Rear.** An area extending the full width of the design site between a rear design site line and the primary structure.
3. **Setback, Side.** An area between a side design site line and the primary structure extending between the front and rear setback.

Setback, Building. The mandatory clear distance between a design site line and a building.

Setback, Parking. The mandatory clear distance between a design site line and parking.

Setback, Non-Street Frontage. Any side or rear setback not contiguous to a public right-of-way. Such setback shall be measured laterally from the nearest part of that portion of a primary building facing said side or rear setback toward the nearest point of the design site line.

Shared Parking. Any parking spaces assigned to more than one user, where different persons utilizing the spaces are unlikely to need the spaces at the same time of day.

Shopfront. See Subsection 6.090 (Shopfront).

Shopfront Base. A very low wall , that does not include glass, between the display window(s) of a shopfront and the adjacent sidewalk.

Sidewalk. A paved area along a street intended exclusively for pedestrian use and often installed between a street and design site frontages.

Single-Loaded, Building. A building containing dwellings and/or commercial units without common hallways for access to the dwellings and/or units.

Site Plan. A base sheet that includes the basic information that will appear on all plans including, but not limited to, natural features, roads, buildings, or other structures to remain on-site.

Special Architectural Elements. Church spires; belfries cupolas and domes; monuments; corner or entry towers on residential units; and other similar architectural elements.

Street, Front. Street located along the front design site line of a parcel.

Street, Side. Street located along a design site line of a parcel that is not along the front design site line.

Stoop. See Subsection 6.070 (Stoop).

Storefront. The majority portion of a shopfront frontage that consists of the display window and/or entrance and its components, including windows, doors, transoms, and sill pane.

Story. The portion of a building included between the surface of any floor and the surface of the next floor above it, or if there is no floor above, the space between the floor and the ceiling above. If the finished floor level directly above a basement or cellar is more than six feet above grade for more than 50 percent of the total perimeter, such basement or cellar shall be considered a story.

1. **Story, First.** The lowest story or the ground story of any building, the floor of which is not more than 12 inches below the average contact ground level at the exterior walls of the building.
2. **Story, Half (syn. Attic Story).** A conditioned space that rests primarily underneath the slope of the roof, usually having dormer windows. The half story is identified by the ".5" in the description of maximum height (e.g., 2.5). A half-story is considered a story when its top wall plates, on at least two opposite exterior walls, are four feet or more above the floor of such story.
3. **Story, Mezzanine.** A story which covers one-third or less of the area of the story directly underneath it. A mezzanine story shall be deemed a full story when it covers more than one-third of the area of the story directly underneath said mezzanine story.

Street. A public or permanent private thoroughfare which affords a primary means of access to design site(s).

1. **Street, Front.** Street located along the front design site line.
2. **Street, Side.** Street located along a design site line that is not the front design site line

Street Frontage. The lineal length of that portion of a design site abutting a street.

Street Frontage, Principal. The length of the property line of any one premise parallel to and along the public right-of-way which it borders and which is identified by an officially assigned street address.

Street Tree. A tree planted in open spaces, parkways, sidewalk areas, easements, streets, and rights-of-way.

T. Definitions

Tandem Parking. A parking space deep enough to allow two cars to park, one behind the other.

Terrace. See Subsection 6.100 (Terrace).

Thoroughfares. A way for use by vehicular, pedestrian, and bicycle traffic that provides access to design sites and open spaces, and that incorporates vehicular lanes and public frontages.

Townhouse. See Subsection 4.090 (Townhouse).

Transect. A cross-Subsection of the environment showing a range of different habitats. The Natural-to-Urban Transect of the human environment is divided into multiple transect zones that describe the physical form and character of a place according to the intensity of its land use and urbanism.

Transect Zone. See "ODS Zone."

Transit Station. A design site or structure used for the purpose of parking, loading, and unloading freight and passengers from train or bus transportation. May include parking facilities and other commercial amenities to service transit passengers.

Transit Stop. A location where buses stop to load and unload passengers, excluding a stop that is only utilized by a school bus route operated seasonally or only during school hours for the intended purpose of serving students. A transit stop may or may not include a shelter or a pullout.

Turf. A surface layer of earth containing mowed grass with its roots. Annual bluegrass, Kentucky bluegrass, perennial ryegrass, red fescue, and tall fescue are cool-season grasses. Bermudagrass, kikuyugrass, seashore paspalum, St. Augustinegrass, zoysiagrass, and buffalo grass are warm-season grasses.

U. Definitions

Understory. The smaller trees and shrubs below the canopy of large trees.

Unit. See "Dwelling Unit."

Upper Floor. A floor in a building containing habitable space that is located above the ground floor.

Usable Open Space. Common or private open space, excluding the following:

1. Required front setbacks;
2. Areas devoted to parking, driveways, and maneuvering areas;
3. Open space at grade less than 10 feet in its minimum dimension; and
4. Patios, balconies, or decks less than five feet in their minimum dimension.

V. Definitions

Visitability. A basic level of accessibility that enables persons with disabilities to visit others in their dwellings by providing at least one accessible means of egress/ingress for each residential unit.

W. Definitions

Walkable Neighborhood Center. A Walkable Urban environment that provides a concentrated mix of civic, institutional, and/or commercial uses.

Walkable/Walkability. The condition when an area is highly interconnected to other areas and appeals to pedestrians for recreational walking or for walking to work, transit, errands, shopping, or restaurants.

Walkway. A paved way located on one or more design sites, used for pedestrian traffic, and used exclusively by the design site owner(s), their guests, and invitees.

Wall Plane. A vertical surface defined by the facades of buildings.

Water Table, Architectural Feature. A horizontal projecting string-course of masonry, molding, or a ledge placed so as to divert rainwater from a building.

Width-to-Height Ratio. The ratio of the horizontal size of a space measured perpendicularly to the vertical height of a building.

Wing. A structure of at least five feet in depth physically attached to, and secondary to, the main body of a primary building.

X. Definitions

No specialized terms beginning with the letter Y are defined at this time.

Y. Definitions

Yard. See "Setback."

Z. Definitions

Zero Design Site Line. A building or structure that is placed on the property line.

Zone. See “Transect Zone."

Zone Map. The zoning map(s) of the City of Pittsburg, California, together with all amendments.

Zoning Administrator. The duly designated and appointed zoning administrator of the City of Pittsburg.

Zoning Code. The Zoning Ordinance of the City of Pittsburg specified in Title 18.

8.030 Measurement Methods

1. **Primary Building within Facade Zone**

   A. **Applicability.** The facade zone standards apply to new primary buildings and their additions along the front and side street of a design site.

   B. **Methodology.** The required amount is expressed in the zone standards as a percentage. The percentage is calculated as follows through an example for the front facade zone. The same approach is to be applied to the side street, using the minimum front and rear building setbacks.

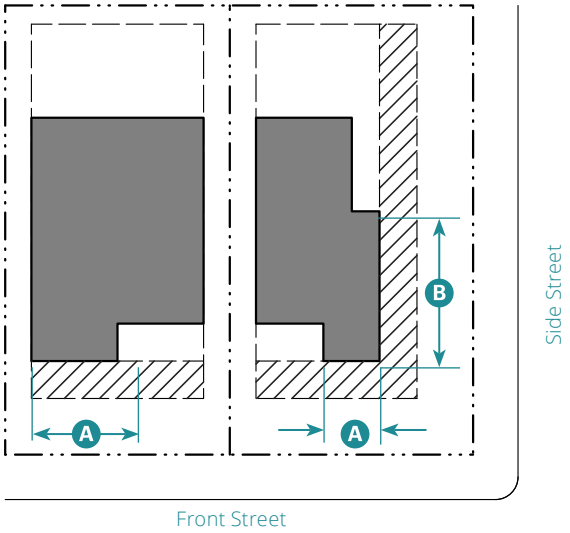
      (1) Identify the width of design site (e.g., 50 feet) and apply required front and side building setbacks (e.g., 5 feet and 5 feet).

      (2) Subtract the horizontal length between each side setback and the adjacent side design site line from the total width of the design site. The result is the net buildable width of the design site (e.g., 40 feet).

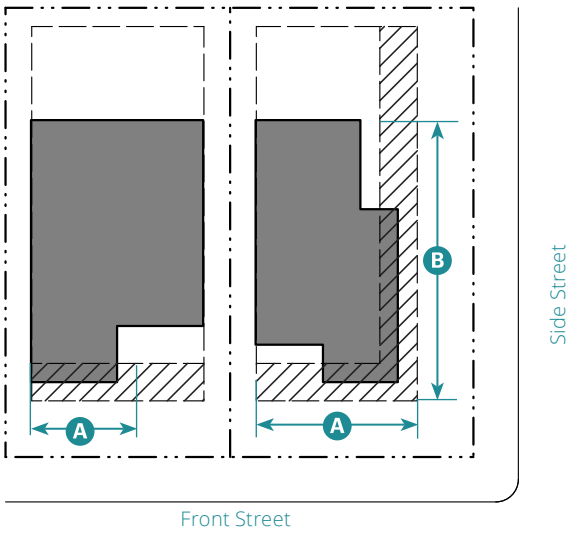
      (3) Multiply the required minimum percentage in the zone standards (e.g., 50 percent) by the net buildable width of the design site (e.g., 50 feet).The result is the minimum length, in feet, of building facade that shall be placed in or abutting the facade zone (e.g., 20 feet).

Figure 8.030.1: Applying the Required Amount to the Facade Zone

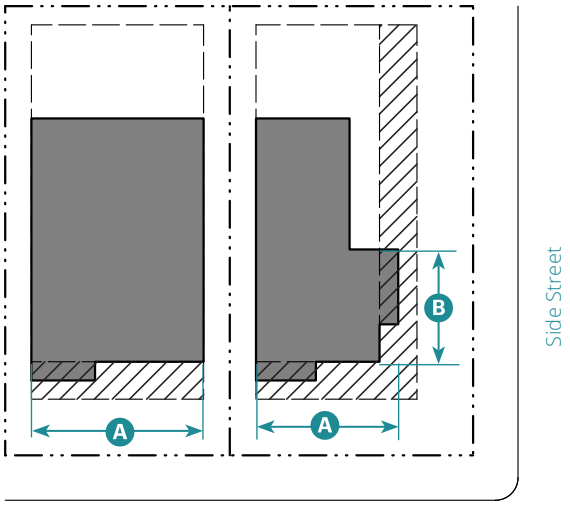
A. Abutting Facade Only



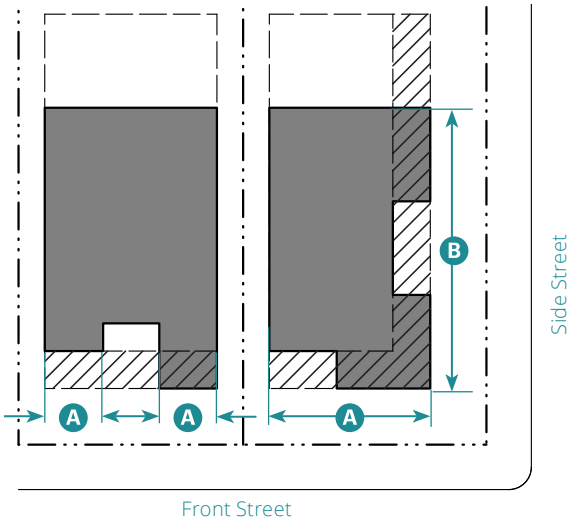
B. Within Facade Zone Only



C. Abutting and Within Facade Zone



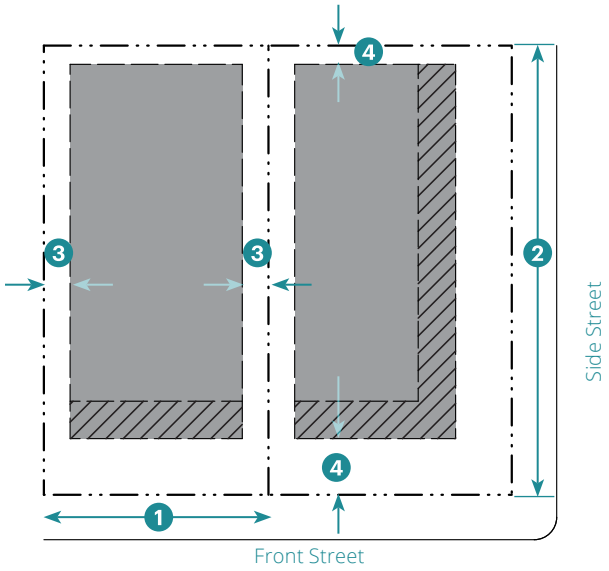
D. Abutting and at Front of Facade Zone



		Front Street	Side Street
▨	Facade Zone	50% min.[1]	50% min.[1]
■	Buildable Area	A	B

[1] This is an example. See Subsection 5 of the zone for the standard.

Figure 8.030.2: Determining the Required Amount Subject to the Facade Zone



Example Calculation

50'	Design Site Width
- 5'	Side Setback
- 5'	Side Setback
= 40'	Net Buildable Width
40'	Net Buildable Width
x Zone Standard	(e.g., 50%)
= 20'	Required In or Abutting the Facade Zone

1. Width of Design Site
2. Depth of Design Site
3. Setback to be Subtracted from Design Site Width
4. Setback to be Subtracted from Design Site Depth

2. **Measuring Building Types**

A. **Methodology.** Measurement of width and depth.

(1) **Main Body.** The width and depth of the main body shall be measured as follows:

(a) The width shall be parallel to the front.

(b) The depth shall be perpendicular to the front.

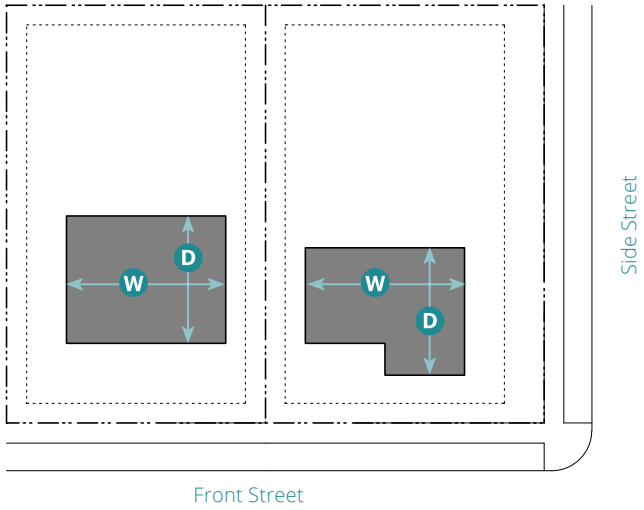


Figure 8.030.3: Main Body

W Width
D Depth

(2) **Wings and Ancillary Structures.** The width and depth of wings and ancillary structures, shall be measured as follows:

(a) The width shall be the greater of the two dimensions of the footprint.

(b) The depth shall be the lesser of the two dimensions of the footprint.

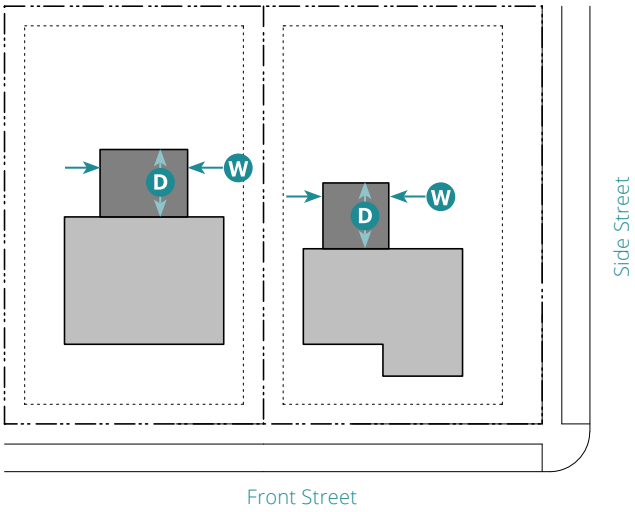


Figure 8.030.4: Wings and Ancillary Structures

W Width
D Depth

(3) **Open Space(s).** The width and depth of open spaces shall be measured as follows:

(a) The width shall be parallel to the front

(b) The depth shall be perpendicular to the front.

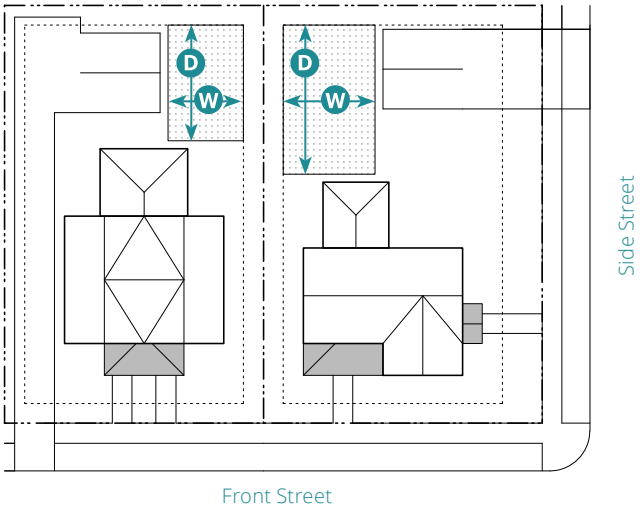


Figure 8.030.5:
Open Space(s)

W Width
D Depth

(4) **Courtyard(s).** The width and depth of courtyards shall be measured as follows:

(a) The width shall be parallel to the front; unless the courtyard is a secondary courtyard accessed directly from a side street.

(b) If a secondary courtyard is accessed directly from the side street, the width shall be parallel to the side street.

(c) The depth shall be perpendicular to the width.

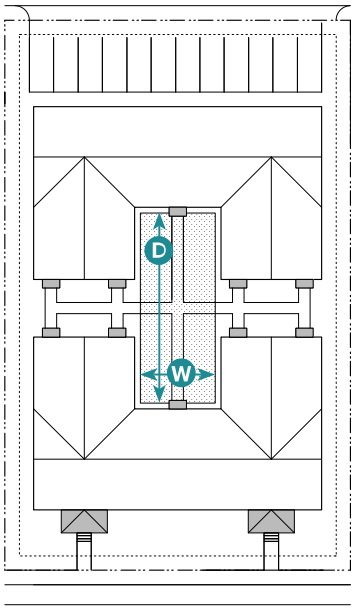


Figure 8.030.6: Courtyard(s)

W Width
D Depth

(5) **Width-to-Height Ratio.** Measurement of width-to-height ratio and depth-to-height ratio of forecourts.

(a) The width and depth of forecourts shall be measured per Figure 10 (Width-to-Height Ratio).

(b) The height of forecourts shall be a measurement of the vertical plane of the building that defines the forecourt.

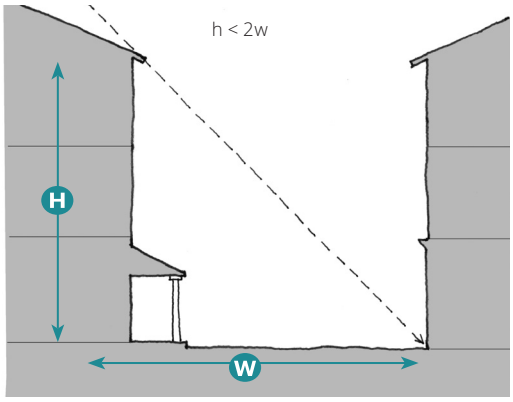


Figure 8.030.7: Width-to-Height Ratio

W Width
H Height

(6) **Highest Eave/Top of Parapet.**

(a) **Height, Overall.** The vertical distance between adjacent finished grade and the highest part of the structure directly above.

(b) **Height, Top of Parapet.** The vertical distance between adjacent finished grade and the top of the parapet of the primary building.

(c) **Height, Highest Eave.** The vertical distance between adjacent finished grade and the highest eave of the primary building.

(d) **Highest Eave Measurement.** The measurement is to bottom of the eave assembly.

(e) **Eave.** The edge of the roof that overhangs the face of the adjoining wall. The bottom of the eave can range from exposed rafters to a finished horizontal surface.

Figure 8.030.8: Top of Parapet and Flat Roof

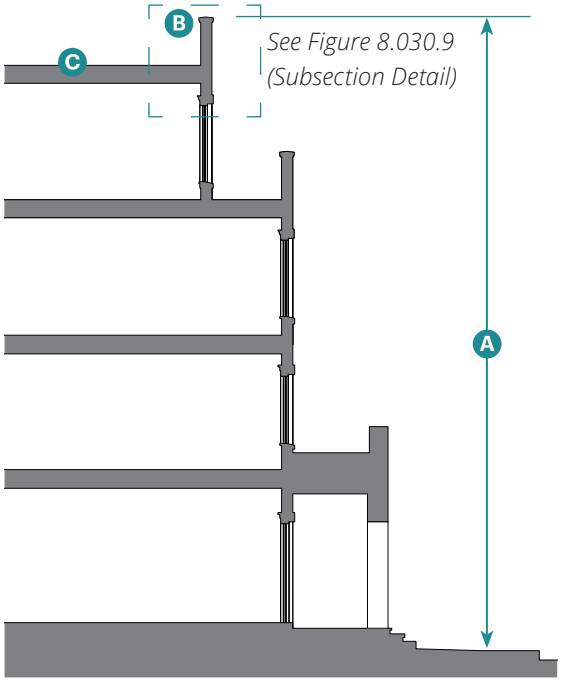
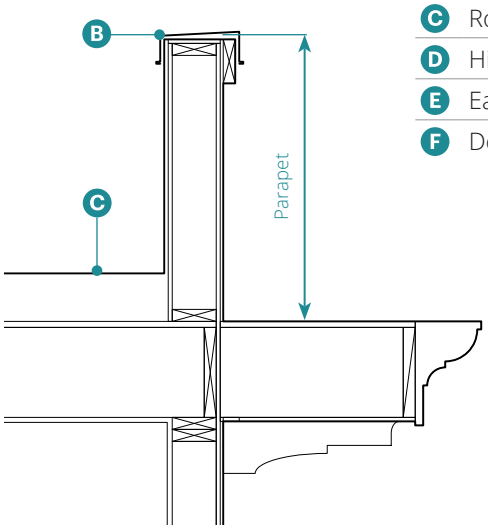


Figure 8.030.9: Subsection Detail of Top of Parapet and Flat Roof



- A Height, Overall
- B Top of Parapet
- C Roof Structure
- D Highest Eave Measurement
- E Eave Assembly
- F Dormer

Figure 8.030.10: Highest Eave for Pitched Roof

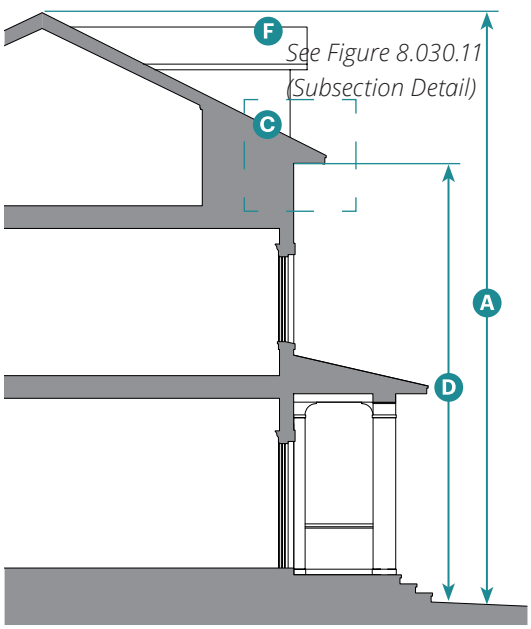
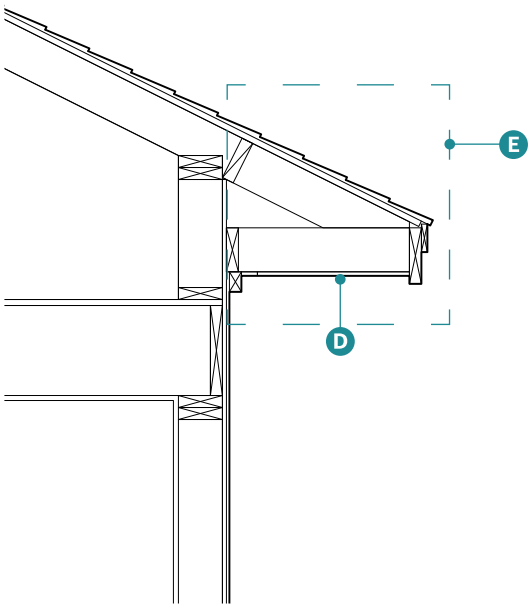


Figure 8.030.11: Subsection Detail of Highest Eave for Pitched Roof



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BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending the Zoning Map to establish)
a Citywide Limited Overlay for Objective) ORDINANCE NO. 24-
Design Standards 2023)

WHEREAS, the California Legislature has passed, and the Governor has signed a number of laws in recent years aimed at increasing the production of housing; and

WHEREAS, California Government Code Section 65913.4, as added by Senate Bill 35 of 2017 and as amended since, sets forth a ministerial approval process requiring objective design standards for specified residential housing projects; and

WHEREAS, staff has drafted a set of Objective Design Standards to be applicable as set forth in a limited Citywide overlay district in compliance with state law; and

WHEREAS, on or prior to April 28, 2023, notice of the May 9, 2023, Planning Commission public hearing to consider this item was posted at City Hall and on the 'public notices' page of the City's website; was delivered to the Pittsburg Library; was published in the local newspaper (East Contra Costa County Times) as a 1/8 page advertisement; and was mailed via first class mail or electronic mail to interested parties and individuals and organizations that requested such notice, in accordance with PMC sections 18.14.010, and Government Code section 65090 and 65091; and

WHEREAS, On May 9, 2023, the Planning Commission held a duly noticed public hearing to consider proposed, "Resolution Recommending City Council adoption of an Ordinance Approving Objective Design Standards 2023, Adding Article XXI to Chapter 18.84 of the Pittsburg Municipal Code, and amending the Zoning Map, for certain multi-family housing and mixed-use development projects, to further housing production consistent with state law, AP-22-0117 (RZ)", and voted to adopt Resolution No.10231, recommending City Council approval; and

WHEREAS, on or prior to September 8, 2023, in accordance with Government Code section 65091 and Pittsburg Municipal Code (PMC) section 18.14.020, a "Notice of Public Hearing" for the September 18, 2023, public hearing on this item was posted at City Hall; was delivered to the Pittsburg Library; was published in the local newspaper (East Contra Costa County Times) as a 1/8 page advertisement; and was mailed via first class mail or electronic mail to interested parties and individuals and organizations that requested such notice, in accordance with PMC sections 18.14.010, and Government Code section 65090 and 65091. A copy of the notice was also placed on the "Public Notices" page of the City website on September 8, 2023. The notice was also posted on www.nextdoor.com ("Nextdoor"); and

WHEREAS, on October 2, 2023, the City Council held a duly noticed public hearing on the Planning Commission's recommendation for the City Council to approve the proposed amendment to the Zoning Map to establish a Citywide Limited Overlay for Objective Design Standards 2023; and

WHEREAS, this Zoning Map amendment is exempt from the requirements of the California Environmental Quality Act (CEQA) under the general rule of applicability of the state CEQA Guidelines, section 15061, in that the activity in question consists of zoning overlay related to objective design standards text amendments that would not result in a physical impact on the environment.

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

SECTION 1. Zoning Map Amendment Approval and Adoption. The Zoning Map is hereby amended to add the Objective Design Standards 2023 Limited Overlay Map, attached as "Exhibit A" to this Ordinance.

SECTION 2. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 3. Severability. If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 4. Publication. The ordinance shall be posted and published in accordance with the California Government Code.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on October 2, 2023, and was adopted and ordered published at a regular meeting of the City Council held on February 5, 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

ODS Overlay Map

