CITY OF PITTSBURG
AGENDA

NOVEMBER 15, 2021

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

CLOSED SESSION
5:30 P.M.

REGULAR MEETINGS
7:00 P.M.

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

PRESIDING

Marilyn "Merl" Craft, Mayor/Chair
Holland Barrett White, Vice- Mayor/Chair
Shanelle Scales-Preston, Council Member/Board Member
Juan Antonio Banales, Council Member/Board Member
Jelani Killings, Council Member/Board Member

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

Pittsburg City Council 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.ci.pittsburg.ca.us. 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.

PUBLIC ADVISORY:
THE CITY COUNCIL CHAMBER WILL NOT BE OPEN TO THE PUBLIC

This meeting will be held in compliance with California Government Code Section 54953(e)(2), which was added by Assembly Bill 361 which became effective Oct. 1, 2021, pursuant to the Governor's Executive Order N-15-21. On November 1, 2021, the City Council authorized teleconferenced meetings of the City Council and Commissions upon findings made in Resolution 21-13997 as required by state law. In addition, all Boards authorized teleconferenced meetings. City Council Members/Board Members/Commissioners will be participating electronically and will not be physically present in the Council Chamber. Pursuant to Government Code Section 54953(e)(3), the Council/Board/Commission authorization is effective for 30 days and may be extended every 30 days if the Council/Board/Commission makes required findings.

The public is invited to watch and participate in meetings via the methods listed below:

Watch the live meeting via the City's webcast (www.pittsburgca.gov), or on Delta TV Comcast Channel 32, or Delta TV AT&T U-Verse Channel 99.

Members of the public may comment live via Zoom video conferencing. Download Zoom from its website: www.zoom.com. Zoom also allows you to join the meeting by phone. Join the meeting at any point but be sure you are in the meeting prior to the City Council/Board/Commission consideration of the item on which you would like to provide comment.

From a PC, Mac, iPad, iPhone or Android:

- Webinar ID: **830 9235 7508**
- Passcode: **106491**
- By phone: **US: +1-669-900-6833 or +1346-348-7799**

Speakers are asked to provide their name and city of residence for the record, although providing this is not required for participation.

Each speaker will be afforded up to 3 minutes to speak (at the discretion of the Mayor/Chair).

When the Mayor/Chair opens a public comment period on the item on which you would like to comment, please use the "Raise Hand" feature (or press *9 if connecting via telephone) which will alert staff that you have a comment to provide. You will be invited to speak when it is your turn. Speakers will be muted until their opportunity to provide public comment. You will not be seen or heard until it is your turn to speak. You will be muted again after the allotted time to speak. Just as in a live meeting inside the Council Chamber, only one comment per agenda item per person is allowed.

When making public comment during the meeting, please

1. Try to be in a room or space without a lot of background noise.
2. Mute your microphone until it is your turn to speak, then mute your speakers while speaking.
3. Have a strong, reliable internet connection or cell phone signal.

In the event of a disruption which prevents the City Council/Board/Commission from broadcasting the meeting to the public or from receiving public comment, no further action will be taken at the meeting.

Written comments provided by the public will be accepted and given to the Council/Board/Commission although they will not be read at the meeting.

AUDIENCE REMARKS

The Audience Remarks period is for the public to comment on any items scheduled to be heard during the Closed Session portion of the meeting, if applicable.

5:30 P.M. - CONVENE IN CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Section 54956.8:

   Property: Entrata Building at 985 Railroad Avenue: Negotiators for the Housing Authority: Garrett Evans, Maria Aliotti; Negotiating Parties: Gateway Mixed Use Development, a California Limited Partnership and Domus Development LLC, a California limited liability company; Under Negotiation: both price and terms of payment

2. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

   City designated representatives: Garrett Evans, Stacy Shell, Charles Sakai, Sloan Sakai Yeung & Wong LLP

   Employee organizations: American Federation of State, County, and Municipal Employees Local 512 Management/Professional/Confidential Unit and Miscellaneous A Unit; Pittsburg Police Officers' Association; Pittsburg Police Managers Group; Teamsters Local 856; International Brotherhood of Electrical Workers Local 1295

   Unrepresented employees: Management Group; Senior Executive Team

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATION

4. Homeless Awareness Month

PRESENTATIONS

5. Overview of Contra Costa County District Attorneys Office

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

See Public Advisory.

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 particiapte). (No Action Required)

HOUSING AUTHORITY

CONSENT CALENDAR

6. Minutes of August 16, 2021, October 4, 2021, and November 1, 2021

7. Disbursement List of July 31, 2021, August 31, 2021 and September 30, 2021

8. Adoption of a Housing Authority Resolution Establishing an Interest-Bearing Money Market Account to Serve as Collateral for a Housing Authority Line of Credit

   Pursuant to a 2020 audit by the US Department of Housing and Urban Development (HUD), the Housing Authority of the City of Pittsburg (Housing Authority) is required to establish a stand-along interest-bearing account. Bank of the West requires that a line of credit is established to cover temporary shortages in a stand-alone interest-bearing account and that line of credit requires a $500,000 interest bearing money market account be established to serve as collateral.

9. Adoption of a Housing Authority Resolution Authorizing Execution of an Agreement Between the Housing Authority and Yardi Systems, Inc. for Procurement of a Voyager SaaS Select Software

   The Housing Authority of the City of Pittsburg (Housing Authority) is looking of improve its operations by replacing its operating software and is proposing to execute an agreement (Agreement) between with Yardi Systems, Inc (Yardi).

HOUSING AUTHORITY MEMBER REMARKS

ADJOURNMENT OF THE HOUSING AUTHORITY

CITY COUNCIL MEETING

PUBLIC HEARING

10. Adoption of a City Council Resolution Authorizing the Submission of an Application for and Acceptance of the Permanent Local Housing Allocation Funds

    The California Department of Housing and Community Development (HCD) has released the 2021 notice of funding availability for the Permanent Local Housing

Allocation (PLHA) program. PLHA covers a five-year (5) funding cycle from 2019 through 2023. This funding provides formula grants to entitlement and non-entitlement local jurisdictions in California for housing-related projects and programs that assist in addressing the unmet housing needs of its local communities.

11. Adoption of a Resolution and Introduction and Waive First Reading of an Ordinance Approving the Home2Suites Hotel Project, AP-20-1536 (GP, RZ, UP, DR)

This is a public hearing on a request for City Council approval of a 115-room hotel on 2.09-acre site located at 2112 Loveridge Road in the IP (Industrial Park) district. Assessor's Parcel No. 088-240-068. The requested approvals include: 1) a General Plan map amendment to change the site's land use designation to 'Community Commercial'; 2) a zoning map amendment to rezone the site to CC-O (Community Commercial with a limited Overlay in order to increase the maximum allowable floor area ratio to .69), District; 3) a use permit to establish a 115-room hotel; and 4) design review to construct a four-story 61,617 square-foot commercial building. On October 12, 2021, the Planning Commission adopted Resolution No. 10178 recommending approval of the project in its entirety.

12. Adoption of a City Council Resolution to Extend the Abandoned Vehicle Abatement Program and Associated Fee Subject to Voter Approval

In 1991, Contra Costa County and cities in the County created the Contra Costa County Abandoned Vehicle Abatement Service Authority to use a fee collected by the State for vehicle registrations to pay for removing abandoned vehicles from the community. The program is due to expire unless an extension is approved by voters. If approved, the resolution will authorize an extension of the program to be placed on the ballot in June 2022.

CONSIDERATION

13. By Minute Order, Select Commission Appointments to the Youth Advisory Commission

This Minute Order will appoint Commissioners to form the newly established Youth Advisory Commission.

14. Adoption of a City Council Resolution Amending the Policies and Procedures for City Council

The City Council Policy and Procedure handbook was initially adopted in September 2001. Several updates have occurred since. A subcommittee was recently formed to review the policies and procedures.

15. Adoption of a City Council Resolution Approving Commercial Cannabis Permit Operating Agreement Between the City and Shryne Pittsburg LLC

This item includes consideration of a request for City Council approval of a commercial cannabis operating agreement ("Agreement") between the City of Pittsburg and Shryne Pittsburg LLC ("Shryne") for a future commercial cannabis

retail business proposed at Assessor's Parcel Number (APN) 088-151-042 in the Community Commercial (CC) District. Approval of the proposed operating agreement does not authorize the operation of a commercial cannabis retail business, but sets forth business operation and financial terms for the potential future operation of this business.

CONFLICT OF INTEREST STATEMENT

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

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

16. Minutes of November 1, 2021

17. Adoption of a City Council Resolution Authorizing the Vacation of 343 square feet of Right-of-Way on West Leland Road

    The City acquired land as right-of-way to extend West Leland Road east of San Marco Boulevard. The constructed improvements resulted in a surplus of 343 square feet of right-of-way. If approved, the resolution will vacate this portion of land in order to reconcile the public right-of-way limits of West Leland Road.

18. Receive and File the Treasurer's Report for the Quarter Ending September 30, 2021

    Attached is the Treasurer's Report for the fiscal quarter ending September 30, 2021. The report includes the combined detailed information of the City and the Successor Agency's (Agency) investments, which are compliant with the City's and Agency's Investment Policies.

19. Adoption of a City Council Resolution to Allocate Funds and Approve a Purchase Agreement for Storage and Seismic Safety Equipment for Project 3119, Police Evidence and Intake Room Improvements Project

    The evidence room and intake area at the Police Department is insufficient for the volume of materials to be stored and requires updated equipment to meet best practices endorsed by the State Department of Justice and industry standards. If approved, the resolution will allocate funds and approve the purchase for new evidence room storage and seismic safety equipment installed in the Police Department Evidence Room.

20. Adoption of a City Council Resolution to Amend Staffing Allocation in the Police Department.

    The City Manager, upon recommendation from the Chief of Police, recommends changing the staffing allocation plan by adding one (1) Lead Electrical Technician.

21. Adoption of a City Council Resolution to Allocate Funds and Authorize Execution of the First Amendment to the On-Call Civil Engineer Consulting Services Agreement with MNS Engineers, Inc.

Due to several vacant staff positions in the Engineering Division, there is a need to continue to use consultants to manage critical capital projects. This resolution will authorize an amendment to City's agreement with MNS Engineers, Inc. to increase the total compensation during the term of the agreement from $500,000 to $800,000 and allocate $100,000 to one of the projects the firm is managing.

22. Adoption of a City Council Resolution Authorizing the City Manager to Execute a First Amendment to the Agreement with Brezack and Associates Planning for Contract Planning Services

    On June 18, 2021, the City entered into an agreement with Brezack and Associates Planning ("Consultant") to provide contract staff planning services ("Agreement") while recruiting for the Assistant Director of Planning position. The First Amendment to the Agreement with Consultant is to increase the compensation for continuing planning services while the City recruits additional Planning staff.

23. Adoption of a City Council Resolution to Approve an Extension to the Freeway Security Network Project

    The City is the lead agency for the countywide Freeway Security Network, a three-year pilot project that installed cameras and license plate readers at several locations on State Route 4 and U.S. Highway 80. The project was funded with a $3.5 million grant from the State of California, which recently authorized $360,000 for a one-year extension to the project. If approved, the resolution allocates the additional grant funds to the project.

24. Adoption of a City Council Resolution Approving a Contract with Government Finance Officers Association for Enterprise Resource Planning Advisory Services

    The City will be soliciting for a software system to replace Eden software from Tyler Tech (Eden), to perform financial, human resource, procurement, payroll and operational management. The City proposes to execute a contract with Government Finance Officers Association (GFOA) for Enterprise Resource Planning (ERP) advisory services to assist with the solicitation.

25. Adoption of a City Council Resolution Approving a Consulting Services Agreement Between the City of Pittsburg and NHA Advisors LLC

    The City proposes enter into a Consulting Services Agreement (Agreement), Attachment II to the Municipal Financial Advisor for City of Pittsburg Request for Proposal (RFP), with NHA Advisors LLC (NHA) to provide a comprehensive range of financial services that are further described in the Staff Analysis.

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 November 29, 2021

NOTICE TO PUBLIC

GENERAL INFORMATION

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 City holidays). The full packets are also located on the City's website at www.ci.pittsburg.ca.us. If any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports or documents will be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

SPEAKER'S CARD

Members of the audience who wish to address the City Council on issues that are not scheduled for the agenda and on any items listed as part of the agenda should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given three minutes to address the Council unless additional time is allowed as provided for spokespersons. Speakers are not permitted to yield their time to another speaker. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. Pursuant to the Brown Act, no action may be taken by the City Council on items not already scheduled on the agenda; however, the City Council may refer your comments/concerns to staff or request that the item be placed on a future agenda.

PUBLIC HEARINGS

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

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders which require a hearing by law, the receipt of evidence, and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge an action take 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 citizens. 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 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.ci.pittsburg.ca.us on the Streaming Media page. Past meetings are also archived on that webpage. City Council meetings are also broadcast live on CCTV, Channel 24 also re-run at a later date. For more information, please contact the City Clerk's office at 252-4850.

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2021

Updated August 16, 2021

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
ABAG	Merl Craft / Holland White Alternate	Standing	Annual	G. Evans
Delta Diablo**	Juan Banales / Shanelle Scales-Preston Alt.	Standing	2nd Wednesday	R. Abono
East Co. Co. County Habitat Conservancy	Juan Banales / Jelani Killings Alternate	Standing	Monthly	Planning
East County Water Management	Juan Banales / Jelani Killings Alternate	Standing	Annual	R. Abono
MCE Clean Energy Board	Shanelle Scales-Preston / Holland White Alt.	Standing	4 Per Year	D. Buchanan
TRANSPLAN / ECCRFFA	Holland White / Juan Banales Alternate	Standing	2nd Thursday	R. Abono
Tri-Delta Transit (2 reps)***	S. Scales-Preston & Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	R. Abono

LIAISON TO	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
East Bay League of Calif. Cities	Shanelle Scales-Preston / Merl Craft Alt.	Standing	3rd Thursday	*Rotational
Mayor's Conference	Merl Craft / Holland White Alt.	Standing	1st Thursday	G. Evans
School Districts Committee (2x2)	Merl Craft & Holland White / Shanelle Scales-Preston Alt.	Standing	2nd Thursday even months	G. Evans

SUBCOMMITTEES	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
American Rescue Plan Act (ARPA)	Merl Craft & Holland White	Ad Hoc	As needed	G. Evans
CAC CDBG Subcommittee	S. Scales-Preston & Jelani Killings / Holland White Alt.	Standing	As needed	M. Aliotti
City Council Policy and Procedures Review	Juan Banales & Merl Craft	Ad Hoc	As needed	G. Evans
City Infrastructure and Transportation	Holland White & Juan Banales / S. Scales-Preston Alt.	Standing	Ad needed	G. Evans
Community Services Subcommittee	Merl Craft & Shanelle Scales-Preston / Juan Banales Alt.	Standing	As needed	M. Aliotti
Constituent Management Services	S. Scales-Preston & Juan Banales / Holland White Alt.	Ad Hoc	As needed	G. Evans
Government Performance Subcommittee	Holland White & Juan Banales	Ad Hoc	As needed	G. Evans
Hills Committee	Juan Banales & Jelani Killings / Merl Craft Alt.	Ad Hoc	As needed	G. Evans
Pittsburg Recognition Committee	Merl Craft / Juan Banales Alt.	Standing	As needed	J. Hecht
Economic Develop/Waterfront Subcommittee	Jelani Killings & Holland White / Juan Banales Alt.	Standing	As needed	J. Davis
Finance Subcommittee	Juan Banales & Holland White / Jelani Killings Alt.	Standing	As needed	P. Rodrigues
Land Use Subcommittee	Juan Banales & Holland White / Merl Craft Alt.	Standing	As needed	J. Davis
Pittsburg Arts & Community Foundation	Merl Craft & S. Scales-Preston / Jelani Killings Alt.	Standing	As needed	G. Evans
Pittsburg Police Activities League (PAL)	S. Scales-Preston & Holland White / Juan Banales Alt.	Standing	Monthly	B. Addington
Power Company Advisory	S. Scales-Preston & Holland White / Juan Banales Alt.	Standing	As needed	D. Buchanan
Public Safety Subcommittee	Holland White & Shanelle Scales-Preston	Standing	As needed	B. Addington
Sister City Committee	Jelani Killings & Merl Craft / Holland White Alt.	Standing	As needed	K. Simonton

*Rotational Staff as assigned by City Manager
**Stipend of $209 per month
***Stipend of $100 per month

City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

Proclamation

HOMELESS AWARENESS MONTH
NOVEMBER 2021

WHEREAS, the month of November is recognized as Homelessness Awareness Month in the United States; and

WHEREAS, there are approximately 2,277 homeless individuals in Contra Costa County based on the 2020 Point-In-Time Count; 707 sheltered and 1,570 unsheltered; and

WHEREAS, Pittsburg had 102 people who were unsheltered; and

WHEREAS, the primary causes of homelessness are cost of living/job loss, eviction, substance abuse, separation/divorce, violence, mental health, loss of a loved-one/caretaker, medical issues, landlord/roommate dispute, incarceration; and

WHEREAS, the City of Pittsburg is dedicated to assisting the most vulnerable population in its community through community collaboration, partnerships, and planning and implementing solutions; and

WHEREAS, the month of November is designated as Homelessness Awareness Month to educate the public and bring awareness to the needs of the homeless; and

WHERAS, the Coordinated Outreach Referral Engagement (C.O.R.E.) Team works to engage and stabilize homeless individuals living outside through consistent outreach to facilitate and/or deliver health and basic need services and secure permanent housing, and serves as an entry point into Contra Costa's coordinated entry system for unsheltered persons.

NOW, THEREFORE, I, Merl Craft, on behalf of the City Council of the City of Pittsburg, do hereby proclaim November 2021 as Homelessness Awareness Month and recognize the Pittsburg C.O.R.E. Team for its efforts in addressing homelessness in Pittsburg.

Merl Craft, Mayor

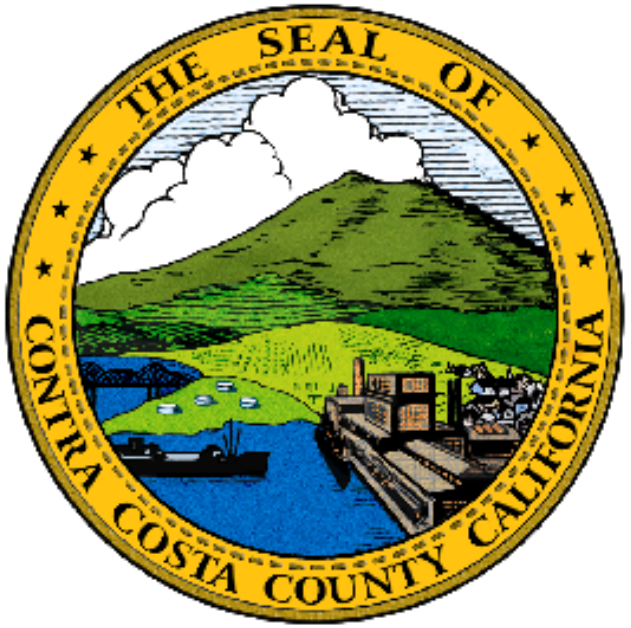
ATTEST: Alice E. Evenson
Alice E. Evenson, City Clerk
November 15, 2021

CONTRA COSTA COUNTY DISTRICT ATTORNEY'S OFFICE

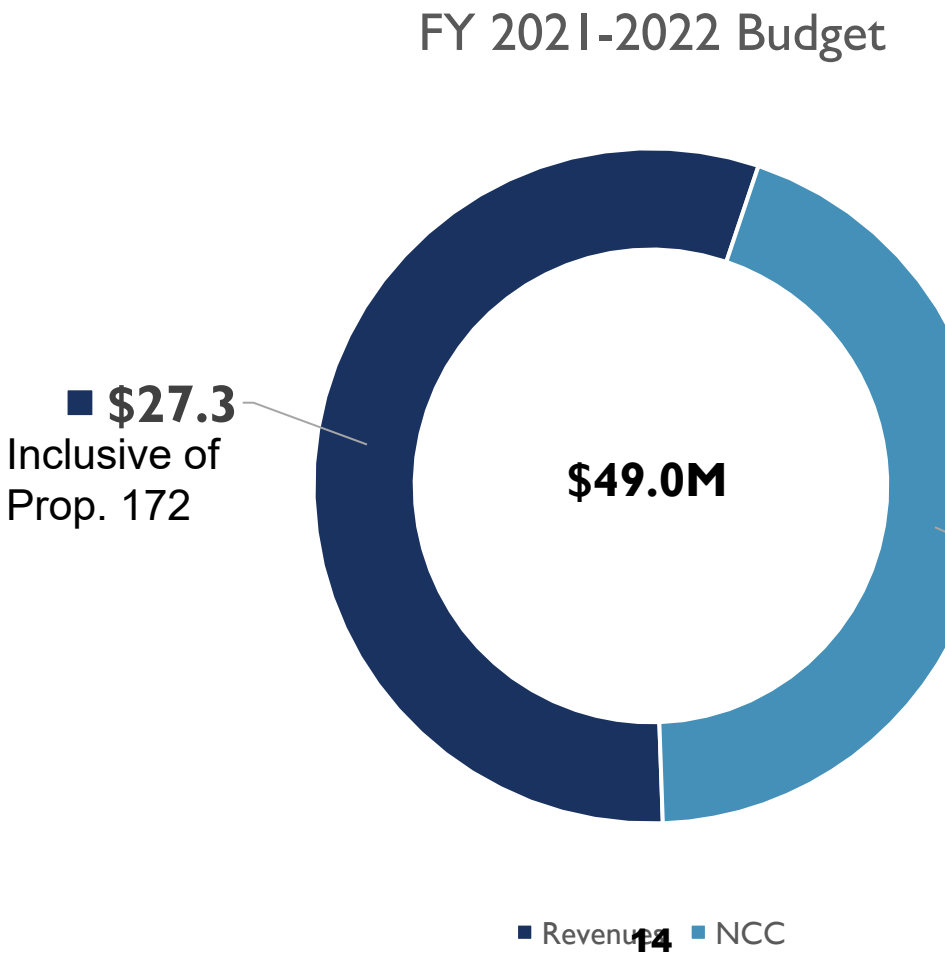
DIANA BECTON, DISTRICT ATTORNEY

- Budget and Personnel
- Department Overview
- Programs

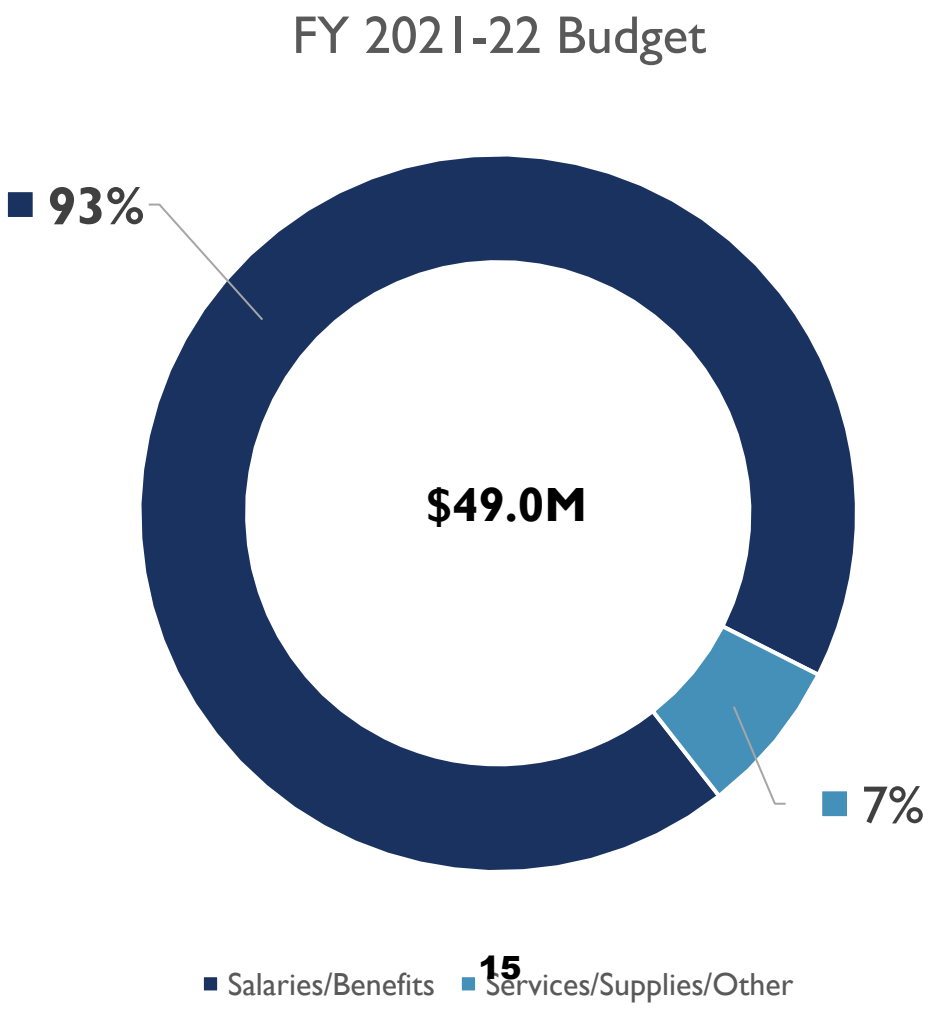
COLLABORATION



FISCAL YEAR 2021-22 BUDGET



PERSONNEL


FY 2021-22 Budget
93%
$49.0M
7%
Salaries/Benefits
Services/Supplies/Other

ALLOCATED POSITIONS (AS OF 04/13/21)

Description	FTE	Vacancy
Attorney	103.1	6
Investigative	28	6
Victim/Witness	17	0
Administration and Support	78.5	16.5
Total	**226.6**	**28.5**

DISTRICT ATTORNEY'S OFFICE

Seek Justice. Serve Justice. Do Justice.

Mission
To seek justice and enhance public safety for all our residents.
By fairly, ethically, aggressively and efficiently prosecuting those who violate the law, and by working to prevent crime.

2020 PERFORMANCE

Statistics
1.15 Million residents
25 law enforcement agencies within 19 cities
Filed over 3,327 felony cases
Filed over 4,634 misdemeanor cases

DIVISIONS AND UNITS

Function
Superior Court Operations
Special Operations
Community Violence Reduction
Homicide
Family Violence
Juvenile
Victim/Witness
Bureau of Investigations

2021-22 SPECIALTY UNITS AND PROGRAMS

Specialty Units and Programs
Conviction Integrity Unit
Cold Case Unit
Human Trafficking Unit
Hate Crimes Unit

2021-22 RACIAL EQUITY, SOCIAL JUSTICE, AND REDUCING INCARCERATION

Reducing Incarceration
Youth Restorative Justice Diversion
Neighborhood Community Courts
Mental Health Diversion
Vera
Post Conviction Resentencing

2021-22 RACIAL EQUITY, SOCIAL JUSTICE, AND REDUCING INCARCERATION

Reducing Incarceration
Sexual Assault Test Kits
Immigration Training
Implicit Bias Training
Training Oversight Committee
Community Academy

CONTACT US

- Community Academy
- Application is on the website
- www.contracosta.ca.gov

COMMUNITY COURTS

bmauler@contracostada.org

QUESTIONS
ANSWERS

CITY OF PITTSBURG
HOUSING AUTHORITY MEETING MINUTES

DATE: August 16, 2021

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

CITY COUNCIL.AGENCY MEMBERS
Marilyn Craft, Mayor/Chair
Holland Barrett White, Vice-Mayor/Chair
Shanelle Scales-Preston, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
Jelani Killings, 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)

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for August 16, 2021 was conducted electronically for Closed Session and through Zoom with broadcasting live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber was not open for the meeting. Council Members participated electronically or through Zoom and were not physically present in the Council Chamber.

CALL TO ORDER

Chair Craft called the meeting of the Housing Authority to order at 7:22 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, California.

ROLL CALL

Members Floyd and Herring were absent and excused.

CONSENT CALENDAR

On motion by Member Banales, seconded by Member Scales-Preston to adopt and carried by the following vote:

AYES: Banales, Killings, Scales-Preston, White, Craft
ABSENT: Floyd, Herring

6. Minutes of June 21, 2021

7. Disbursement List of May 31, 2021 and June 30, 2021

8. Adoption of a Housing Authority Resolution Approving the Pittsburg Chamber of Commerce 2021-2022 Lease and Common Area Maintenance Offset

HOUSING AUTHORITY MEMBER REMARKS

There were no Housing Authority Member remarks.

ADJOURNMENT

The Housing Authority was adjourned at 7:23 P.M.

Respectfully submitted,

Alice E. Evenson, Secretary

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: October 4, 2021

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

CITY COUNCIL.AGENCY MEMBERS
Marilyn Craft, Mayor/Chair
Holland Barrett White, Vice-Mayor/Chair
Shanelle Scales-Preston, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
Jelani Killings, 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)

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for October 4, 2021 was conducted electronically for Closed Session and through Zoom with broadcasting live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber was not open for the meeting. Council Members participated electronically or through Zoom and were not physically present in the Council Chamber.

ROLL CALL

All Members were present.

Mayor Craft called the Special Meeting of the City Council to order at 5:12 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA for the following item:

COMBINED CITY COUNCIL, HOUSING AUTHORITY, PITTSBURG POWER COMPANY, SOUTHWEST PITTSBURG GHAD II CONSIDERATION

1. Adoption of Resolutions Making Findings in Support of Continuing to Hold Public Meetings by Teleconference Pursuant to California Government Code Section 54953(e)

Bruce Ohlson, Pittsburg, commented on the ability for the public to speak during virtual meetings.

On Motion by Mayor Craft, seconded by Vice-Mayor White to adopt the resolutions and carried unanimously.

The City Council convened in Closed Session at 5:37 P.M. for the following items:

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Section 54956.8:

Property: W. Leland Rd. (APN 093-460-017); City negotiators: Garrett Evans, Jordan Davis; Negotiating parties: Robert Rowland on behalf of Gerald Alves; Under negotiation: Price and terms of payment

3. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

City designated representatives: Garrett Evans, Stacy Shell, Charles Sakai, Sloan Sakai Yeung & Wong LLP

Employee organizations: American Federation of State, County, and Municipal Employees Local 512 Management/Professional/Confidential Unit and Miscellaneous A Unit; Pittsburg Police Officers' Association; Pittsburg Police Managers Group; Teamsters Local 856; International Brotherhood of Electrical Workers Local 1295

Unrepresented employees: Management Group; Senior Executive Team

City Attorney Mooney stated there was no reportable action taken in Closed Session.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PROCLAMATIONS

4. Clean Air Day

5. National Breast Cancer Awareness Month

6. National Arts and Humanities Month

7. National Filipino American History Month

8. National Italian American Heritage Month

9. National Immigrants Day

PRESENTATION

10. Contra Costa District Attorney's Office and Public Safety

The presentation was postponed to a later date.

CITY MANAGER REPORTS/REMARKS

City Manager Evans reported on COVID-19 management, as well as upcoming City events.

PUBLIC COMMENTS

There were no public comments.

COMMITTEE REPORTS

There were no committee reports.

PITTSBURG ARTS AND COMMUNITY FOUNDATION

CONSIDERATION

11. Adoption of a Pittsburg Arts and Community Foundation to approve the Budget for Fiscal Year 2021-22 and Appropriation of Funds for Fiscal Year 2021-22.

On Motion by Member Killings, seconded by Member Banales to adopt and carried unanimously.

CITY COUNCIL MEETING

PUBLIC HEARING

12. Introduction and Waive First Reading of Ordinances Amending Title 18 of the Pittsburg Municipal Code Related to Large Family Daycares, Vehicle Parking Requirements, and Other Miscellaneous Text Amendments

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

On Motion by Member Banales, seconded by Member Scales-Preston to introduce and waive first reading of the ordinances and carried unanimously.

CONFLICT OF INTEREST STATEMENT

Member Banales stated he would recuse himself from Item 17 on the Consent Calendar due to a financial conflict of interest as his employer owns the property within 500 feet of the subject property.

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

On Motion by Member Killings, seconded by Member Scales-Preston to adopt and carried unanimously.

13. Minutes of September 20, 2021

14. Adoption of a Pittsburg Power Company Resolution Authorizing the Use of Fund Balance to Supplement the Pittsburg Arts and Community Foundation Fiscal Year 2021-22 Deficit

15. Adoption of a City Council Resolution to Amend the Master Pay Schedule as Required by California Public Employees' Retirement System

16. Adoption of a City Council Resolution Authorizing an Application to the Proposition 68 Per Capita Grant Program for the Buchanan Park Pond Loop Replacement Project

17. Adoption of Ordinance No. 21-1495 Approving a Development Agreement for the Mt. Diablo Resource Recovery Enhancements Project

18. Adoption of a City Council Resolution to Authorize Appropriation of Measure M Funds to Park and Street Projects

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

There were no Council Member remarks.

ADJOURNMENT

The City Council adjourned at 7:55 P.M. to October 18, 2021, ***in memory of Judy O'Connor***.

Respectfully submitted,

Alice E. Evenson, City Clerk

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: November 1, 2021

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

CITY COUNCIL.AGENCY MEMBERS
Marilyn Craft, Mayor/Chair
Holland Barrett White, Vice-Mayor/Chair
Shanelle Scales-Preston, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
Jelani Killings, 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)

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for November 1, 2021 was conducted electronically for Closed Session and through Zoom with broadcasting live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber was not open for the meeting. Council Members participated electronically or through Zoom and were not physically present in the Council Chamber.

Mayor Craft called the Meeting of the City Council to order at 7:01 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening in Closed Session at 6:05 P.M. for the following items:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Section 54956.8:

Property: Montezuma Street (APN 085-020-004): Negotiators for City: Garrett Evans, Maria Aliotti; Negotiating Parties: Frank Macaluso, as Trustee of the Frank P. Macaluso 2015 Living Trust, U/A dated October 19, 2015; Under Negotiation: both price and terms of payment

2. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

Employee organizations: American Federation of State, County, and Municipal Employees Local 512 Management/Professional/Confidential Unit and Miscellaneous A Unit; Pittsburg Police Officers' Association; Pittsburg Police Managers Group; Teamsters Local 856; International Brotherhood of Electrical Workers Local 1295

Unrepresented employees: Management Group; Senior Executive Team

ROLL CALL

Vice-Mayor White was absent and excused.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PROCLAMATION

3. Veterans Day

PRESENTATION

4. Homeless Shower Program

CITY MANAGER REPORTS/REMARKS

City Manager Evans reported on COVID-19 management and upcoming City events.

PUBLIC COMMENTS

There were no public comments.

COMMITTEE REPORTS

There were no committee reports.

CITY COUNCIL MEETING

CONSIDERATION

5. Adoption of Resolutions Making Findings in Support of Continuing to Hold Public Meetings by Teleconference Pursuant to California Government Code Section 54953(e)

On Motion by Member Craft, seconded by Member Scales-Preston to adopt and carried by the following vote:

AYES: Banales, Scales-Preston, Craft
NOES: Killings
ABSENT: White

6. Adoption of a City Council Resolution to Authorize the City Manager to Execute an Amendment to the Master Services Agreement with OpenCounter Enterprises Inc.

On Motion by Member Banales, seconded by Member Killings to adopt and carried by the following vote:

AYES: Banales, Killings, Scales-Preston, Craft
ABSENT: White

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

On Motion by Member, seconded by Member Scales-Preston to recess January 3, 2022 and carried by the following vote:

AYES: Banales, Killings, Scales-Preston, Craft
ABSENT: White

CONFLICT OF INTEREST STATEMENT

There were no conflicts of interest statements.

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

On Motion by Member Killings, seconded by Member Scales-Preston to adopt and carried by the following vote:

AYES: Banales, Killings, Scales-Preston, Craft
ABSENT: White

8. Minutes of October 18, 2021

9. Adoption of a City Council Resolution to Amend Management Group and Senior Executive Team Salary and Benefit Schedules

10. Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for Employees in the Pittsburg Police Officers' Association for the Period July 1, 2021–June 30, 2022

11. Adoption of Ordinances Amending Title 18 of the Pittsburg Municipal Code Related to Large Family Daycares, Vehicle Parking Requirements, and Other Miscellaneous Text Amendments

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

Member Scales-Preston thanked staff for their work in organizing the Naturalization ceremony in the City. She also thanked Member Banales for championing the Digital Office for New Americans Center when he was Mayor. She attended The Spoken Word at Pittsburg High School. She also attended the special ceremony tribute for Danyelle Luckey by the Fallen Soldiers Northwest – Memorial Torch Motorcycle Ride.

Member Banales thanked staff for coordinating the Naturalization ceremony.

Mayor Craft stated she and Member Scales-Preston along with Member Banales attended the Naturalization ceremony for 25 new Americans, 6 of whom were Pittsburg residents. She also attended The Spoken Word at Pittsburg High School, the City's Trick or Treat event, and the Danyelle Luckey tribute.

ADJOURNMENT

The City Council adjourned at 8:26 P.M. to November 15, 2021.

Respectfully submitted,

Alice E. Evenson, City Clerk

HOUSING AUTHORITY OF THE CITY OF PITTSBURG
DISBURSEMENT SUMMARY
FOR THE MONTH ENDED JULY 31TH, 2021

	Ck#	Amount	HAP[1]	VASH[2]	UR[3]	Portability	Admin. Fee	TOTAL
VOUCHERS	152593-152724 70121004-70121476	$ 1,729,261.15	1,536,007.86	175,773.00	9,117.32	2,704.00	5,658.97	$ 1,729,261.15
	152726-152738 71521001-71521014	164,904.32	132,984.20	28,954.00	174.00	2,166.00	626.12	164,904.32
	TOTAL	**$ 1,894,165.47**	**1,668,992.06**	**204,727.00**	**9,291.32**	**4,870.00**	**6,285.09**	**$ 1,894,165.47**

[1]Housing Assistance Payment [2]Veterans Affairs Supportive Housing [3]Utility Reimbursement

		Amount	Description	TOTAL
ADMINISTRATIVE EXPENSES		$ 35,506.33	Salaries and Wages	$ 35,506.33
		735.52	Salaries- Part-time	735.52
		54.80	Salaries- Overtime	54.80
		2,637.04	Retirement Miscellaneous	2,637.04
		7,665.50	Retirement - Pension Bonds	7,665.50
		7,268.55	Health Insurance - Employees	7,268.55
		66,681.00	CalPERS Unfunded Liability - Non Sworn	66,681.00
		403.56	Additional CalPERS Pension Contribution	403.56
		78.34	Life Insurance	78.34
		698.63	Dental Insurance	698.63
		79.67	Vision - Employee	79.67
		1,321.44	Workers' Compensation	1,321.44
		226.82	Unemployment Insurance	226.82
		2,806.69	F I C A & Medicare	2,806.69
		637.50	Deferred Compensation - Employer	637.50
		1,061.17	Vac Buy-Bk/Empl Termination	1,061.17
		655.92	Pension 115 Trust	655.92
		3,017.83	Retiree OPEB Costs	3,017.83
		1,406.47	Office Supplies & Materials	1,406.47
		147.49	Postage	147.49
		17.32	Utilities - Water	17.32
		3,246.33	Insurance - Alloc Chgs	3,246.33
		2,447.15	Other Contractual & Professional Service	2,447.15
		2,375.00	Building Rental	2,375.00
		576.58	Fleet Maintenance Alloc Chgs	576.58
		1,769.42	Building Maintenance Alloc Chgs	1,769.42
		1,755.67	Information Systems Alloc Chgs	1,755.67
		4,830.33	Admin Overhead Paid to City	4,830.33
		239.76	Other fees	239.76
		1,556.67	Transfer-Out to OPEB Fund	1,556.67
				-
				-
				-
				-
				-
				-
		-		-
		-		-
				-
				-
	TOTAL	$ 151,904.50		$ 151,904.50

	Ck#	Amount	Reason	TOTAL
VOIDED CHECKS	**Various DD**	$ (61,531.33)	ACH Returns/Recall	$ (61,531.33)
		-	Returned check on overpayment	-
	TOTAL	$ (61,531.33)		$ (61,531.33)

Prepared by: _____

Reviewed by: _____

NET OF ISSUED AND VOIDED PAYMENTS $ 1,984,538.64

Check Summary

July 1, 2021

	Check Number	Check Date	Payee Tax ID	Payee	Amount
Housing Choice Voucher					
*	152593	7/1/21	*****6316	Alina D Arana	**36.00**
	152594	7/1/21	*****2494	Amana K Cornish	**57.00**
	152595	7/1/21	*****7730	Ashley M Brown	**147.00**
	152596	7/1/21	*****1702	Christina M Fitzgerald	**63.00**
	152597	7/1/21	*****9835	Darrell C Carter	**15.00**
	152598	7/1/21	*****3976	Darren M Thompson	**29.00**
	152599	7/1/21	*****2319	Delfonse A Lewis	**173.00**
	152600	7/1/21	*****3528	Elisa Johnson	**175.00**
	152601	7/1/21	*****3840	Eva L Mangum	**70.00**
	152602	7/1/21		Franchise Tax Board	**253.50**
	152603	7/1/21	*****3594	Isaiah A Reed	**57.00**
	152604	7/1/21	*****7910	Javecia M Horton	**23.00**
	152606	7/1/21	*****4091	Joshua C Perez	**220.00**
	152607	7/1/21	*****2855	Karen L Dixon	**11.00**
	152608	7/1/21	*****2309	Kawanda M Dotson	**34.00**
	152609	7/1/21	*****6519	Krystal M Williams	**67.00**
	152610	7/1/21	*****7253	Laneava S Blanks	**38.00**
	152611	7/1/21	*****3960	Lyniece N Eddins	**1.00**
	152612	7/1/21	*****6385	Marcia Price	**135.00**
	152613	7/1/21	*****3347	Maria B Martinez	**14.00**
	152614	7/1/21		Marin Housing Authority	**12,061.75**
	152615	7/1/21	*****5133	Mary P Grigsby	**141.00**
	152616	7/1/21	*****8042	Melissa J Perkins	**234.00**
	152617	7/1/21	*****7988	Melvina D Brunt	**190.00**
	152619	7/1/21	*****0451	Michelle A Manuel-Carter	**116.00**
	152620	7/1/21	*****8275	Mildred G Botello	**110.00**
	152621	7/1/21	*****2674	Monika Smith	**37.00**
	152622	7/1/21	*****3829	Nicole N Hodge	**125.00**
	152623	7/1/21	*****8665	Nieza M Burrus	**250.00**
	152624	7/1/21	*****4119	Pashenia D Sanders	**195.00**
	152625	7/1/21	*****7944	Sakari M Lewis	**53.00**
	152626	7/1/21	*****6935	Samaiyah A Warren	**67.00**
	152627	7/1/21	*****5994	Shamia L Patterson	**304.00**
	152628	7/1/21	*****3403	Shanae V Washington	**98.00**

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152629	7/1/21	*****1512	Shawn A Prince	**29.00**
152630	7/1/21	*****3755	Stephany E Morris	**17.00**
152632	7/1/21	*****3772	Tatyana A Jackson	**27.00**
152633	7/1/21	*****6806	Thelma R Hearne	**21.00**
152634	7/1/21	*****1595	Theresa M Evans	**51.00**
152636	7/1/21	*****8373	Vonia Jackson	**131.00**
152637	7/1/21	*****1418	Patricia A Blocker	**27.00**
152638	7/1/21	*****8240	Vanna L Warga	**210.00**
152639	7/1/21	*****2890	Raquel E Miller	**48.00**
152640	7/1/21	*****0164	Bobbie J Royston	**144.00**
152641	7/1/21	*****1955	Latasha d Smith	**83.00**
152642	7/1/21	*****4208	Ono c Rothschild	**61.00**
152643	7/1/21	*****2184	Evelyn Smith	**109.00**
152644	7/1/21	*****9858	Livis J Sanders	**15.00**
152645	7/1/21	*****3035	Irma M Castillo	**29.00**
152646	7/1/21	*****8612	Regina D Tucker	**68.00**
152647	7/1/21	*****5753	Kevin j Hernandez	**184.00**
152648	7/1/21	*****6015	Sherron A Camp	**175.00**
152649	7/1/21	*****9122	Nancy M Parrish	**214.00**
152650	7/1/21	*****6241	Felisha L Lee	**220.00**
152651	7/1/21	*****2941	Sadrina Sims	**263.00**
152652	7/1/21	*****0531	Akilah Z Parker	**263.00**
152653	7/1/21	*****3882	Tyese C Fulgham	**37.00**
152654	7/1/21	*****5492	Michelle m Berry	**7.00**
152655	7/1/21	*****7135	Michele N Nichols	**80.00**
152656	7/1/21	*****8831	Theresa p Jones	**7.00**
152657	7/1/21	*****5626	Lashawn P Fields	**3.00**
152658	7/1/21	*****5232	Kristina M Greer	**81.00**
152659	7/1/21	*****3113	Mannah S Parrott	**79.00**
152660	7/1/21	*****6215	Janet Brown	**118.36**
152661	7/1/21	*****4767	Freddie L Henderson	**39.00**
152662	7/1/21	*****3181	Shirley J Strausbaugh	**2.00**
152663	7/1/21	*****2695	Monique Thompson	**60.00**
152664	7/1/21	*****0903	Virgie r Gray	**61.00**
152665	7/1/21	*****6507	Melissa R Griffin	**29.00**
152666	7/1/21	*****1129	Tiffany L Pellom	**22.00**
152667	7/1/21	*****4987	Delois Sanford	**11.00**
152668	7/1/21	*****3869	Charlene M Best	**22.00**
152669	7/1/21	*****4651	Lisa Rantissi	**0.00**
152670	7/1/21	*****1606	Tamika Brown	**62.00**
152671	7/1/21	*****5083	Crystal j Houston	**229.00**

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152672	7/1/21	*****8338	Tenisha m Ford	**52.00**
152673	7/1/21	*****8992	Carrie L Saravia	**275.00**
152674	7/1/21	*****6858	Shawna M Jones	**36.00**
152675	7/1/21	*****6573	Hermajo L Hoskins	**111.00**
152676	7/1/21	*****8533	Ebony N Washington	**265.00**
152677	7/1/21	*****0256	Debra Gregory	**33.00**
152678	7/1/21	*****7516	Nicquala E James	**165.00**
152679	7/1/21	*****8765	Antoinette D Durrett	**178.00**
152680	7/1/21	*****2542	Sau C Ly	**26.00**
152681	7/1/21	*****6953	Nathan Banks JR	**23.00**
152682	7/1/21	*****0342	Beverly A Lockwood	**7.00**
152683	7/1/21	*****0410	Ashley S Andrews	**26.00**
152684	7/1/21	*****6598	Ardean M Goulart	**39.00**
152685	7/1/21	*****6995	Graciela Arroyo	**62.00**
152686	7/1/21	*****0195	Shanoria s Sasser	**73.00**
152687	7/1/21	*****1951	Vinisha D Thornton	**85.00**
152688	7/1/21	*****0248	Lakisha L Burton	**105.00**
152689	7/1/21	*****7822	Daudi K Edmond	**55.00**
152690	7/1/21	*****5758	Monique c Chaves	**43.00**
152691	7/1/21	*****3226	Riquel A Neal	**31.00**
152692	7/1/21	*****6095	Leilani S Gomez	**37.00**
152693	7/1/21	*****9325	JOW & AAW, LLC	**4,638.00**
152694	7/1/21	*****6825	A Classey Corp. DBA: ACL Property Management	**2,105.00**
152695	7/1/21	*****9326	Western Addition Apartments, LLC	**2,475.00**
152696	7/1/21	*****1636	Jimmy Bhatia	**1,486.00**
152697	7/1/21	*****2361	George Edward Cole	**1,655.00**
152698	7/1/21	*****5326	Tyrone W. Duncan	**1,756.00**
152699	7/1/21	*****2979	Mr. Donald Rhodes C/O Paul Shatswell Estate	**1,483.00**
152700	7/1/21	*****7079	Federal D Glover	**2,704.00**
152701	7/1/21	*****6137	Guild Mortgage	**2,458.00**
152702	7/1/21	*****0348	Hartz Property Management	**1,594.00**
152703	7/1/21	*****1057	Diamond Hillside Apartments	**4,367.00**
152704	7/1/21	*****2959	San Francisco Housing Authority	**7,220.28**
152705	7/1/21	*****0978	King County Housing Authority	**1,070.90**
152706	7/1/21	*****4593	Miaogen Lu	**2,657.00**
152707	7/1/21	*****3124	Dante McDonald	**1,127.00**
152708	7/1/21	*****4305	Darryl H. Milburn	**1,789.00**
152709	7/1/21	*****2593	Ba Nguyen Thu Thi Ngo	**1,963.00**
152710	7/1/21	*****9182	Lorene Paysinger	**1,816.00**

152711	7/1/21	*****7243	Linda Phon		**1,480.00**
152712	7/1/21	*****7605	Portofino Apartments		**27,641.00**
152714	7/1/21	*****2839	Salmana S. Shah		**1,781.00**
152715	7/1/21		Housing Authority of the County of Santa Cruz		**902.14**
152716	7/1/21	*****7396	Sierra Pacific Properties		**4,349.00**
152717	7/1/21	*****8705	Khalid Sultan		**1,695.00**
152718	7/1/21	*****8191	Albert S Tam		**1,294.00**
152719	7/1/21	*****5770	Ventana Rental Homes		**2,136.00**
152720	7/1/21	*****3239	Veritel Homes LLC		**759.00**
152721	7/1/21	*****1355	San Marcos Villas		**2,058.00**
152722	7/1/21	*****9322	Western Upper Haight Street Apartments, LLC		**5,477.00**
152723	7/1/21	*****1102	Ying Na Yeung		**1,467.00**
152724	7/1/21	*****1535	Fanny Kao Huang		**1,800.00**
* 70121001	7/1/21	*****2626	9th Street Associates, LP	DD - ES	**5,806.00**
70121002	7/1/21	*****0229	Meerwais Abdiani	DD - ES	**926.00**
70121003	7/1/21	*****8167	ABJ Enterprises, Inc. dba Blue Line Property Management	DD - ES	**18,265.00**
70121004	7/1/21	*****9050	Leonda R Addison	DD - ES	**2,103.00**
70121005	7/1/21	*****7139	Amitabh Agrawal	DD - ES	**1,557.00**
70121006	7/1/21	*****6232	Rosario Aguilar	DD - ES	**1,393.00**
70121007	7/1/21	*****5759	Rosa Aguirre	DD - ES	**2,071.00**
70121008	7/1/21	*****9530	Demetrius Alexander	DD - ES	**1,758.00**
70121009	7/1/21	*****5726	Jane Alexander	DD - ES	**821.00**
70121010	7/1/21	*****9681	Dale Alvarez	DD - ES	**1,675.00**
70121012	7/1/21	*****0104	Cecilia Anderson	DD - ES	**1,974.00**
70121013	7/1/21	*****9111	Shawn Anderson	DD - ES	**2,233.00**
70121014	7/1/21	*****5423	Anisa Ebadi	DD - ES	**2,540.00**
70121015	7/1/21	*****5951	Stoneman Apartments	DD - ES	**30,702.00**
70121016	7/1/21	*****5951	Stoneman Apartments	DD - ES	**6,517.00**
70121017	7/1/21	*****8701	Mariteresa Arenson c/o Select 1 Realty	DD - ES	**2,008.00**
70121018	7/1/21	*****0707	Sergeant or Sima Austin	DD - ES	**1,148.00**
70121019	7/1/21	*****4941	Shruti Motilal Ba-Harani	DD - ES	**2,187.00**
70121020	7/1/21	*****2764	Mel L. Banagan	DD - ES	**1,714.00**
70121021	7/1/21	*****4138	Carlos G. Barraza	DD - ES	**820.00**
70121022	7/1/21	*****3909	Ken Bartlett	DD - ES	**1,856.00**
70121023	7/1/21	*****7563	John Charles Bautista	DD - ES	**1,939.00**
70121024	7/1/21	*****3637	Christine Becerra	DD - ES	**1,175.00**
70121025	7/1/21	*****9093	Holly A Hawkins	DD - ES	**7,031.00**
70121027	7/1/21	*****8614	Charles Bell and Camino Johnson-Bell	DD - ES	**1,815.00**

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70121028	7/1/21	*****2521	Belmont Apartments	DD - ES	**29,338.00**
70121029	7/1/21	*****2521	Belmont Apartments	DD - ES	**30,739.00**
70121030	7/1/21	*****2521	Belmont Apartments	DD - ES	**27,869.00**
70121031	7/1/21	*****2521	Belmont Apartments	DD - ES	**4,494.00**
70121032	7/1/21	*****5996	Alex Benjamen	DD - ES	**934.00**
70121033	7/1/21	*****6465	Tennyson Berry	DD - ES	**1,643.00**
70121034	7/1/21	*****8634	Bethel Global Development LLC	DD - ES	**1,933.00**
70121035	7/1/21	*****2209	Gina Bhatia	DD - ES	**2,805.00**
70121036	7/1/21	*****7075	Som N Bhatia	DD - ES	**3,948.00**
70121037	7/1/21	*****0602	Pinakin Bhatt	DD - ES	**2,443.00**
70121038	7/1/21	*****8470	Joseph B. Bachir	DD - ES	**1,605.00**
70121039	7/1/21	*****5924	Steven Booras	DD - ES	**2,265.00**
70121040	7/1/21	*****1438	2018-2 IH Borrower LP	DD - ES	**2,114.00**
70121041	7/1/21	*****2439	Rosie M Boyd	DD - ES	**2,580.00**
70121042	7/1/21	*****8847	Victoria Boyko	DD - ES	**1,801.00**
70121043	7/1/21	*****3037	Kelly Ann Bradford	DD - ES	**1,441.00**
70121044	7/1/21	*****7855	Mariya Briggs	DD - ES	**3,081.00**
70121045	7/1/21	*****6215	Janet Brown	DD - ES	**2,020.64**
70121046	7/1/21	*****7469	Jessica G. Platt	DD - ES	**1,480.00**
70121047	7/1/21	*****9783	Lauren H Brown	DD - ES	**1,768.00**
70121048	7/1/21	*****9954	Blue Sapphire Homes, Inc.	DD - ES	**2,594.00**
70121049	7/1/21	*****2142	Huong T. Bui	DD - ES	**4,200.00**
70121052	7/1/21	*****4042	Donnell I. Carson	DD - ES	**1,863.00**
70121053	7/1/21	*****5079	Castle Creek Company, Inc.	DD - ES	**1,521.00**
			Trust Account		
70121054	7/1/21	*****6006	Christopher Todd Chambers	DD - ES	**2,150.00**
70121055	7/1/21	*****6869	Cora Ann Chambers	DD - ES	**745.00**
70121056	7/1/21	*****0398	Kan Chuen Chan	DD - ES	**1,442.00**
70121057	7/1/21	*****5571	P. M. Chaobal	DD - ES	**2,600.00**
70121058	7/1/21	*****9661	Chao Chen	DD - ES	**1,153.00**
70121059	7/1/21	*****1853	Hong Chen	DD - ES	**4,528.00**
70121060	7/1/21	*****8946	Jienlin Chen	DD - ES	**4,927.00**
70121061	7/1/21	*****4714	Wenhua Chen	DD - ES	**2,361.00**
70121062	7/1/21	*****5473	Hwa-Yoong Chiu	DD - ES	**2,208.00**
70121063	7/1/21	*****3211	Ada Choi	DD - ES	**2,556.00**
70121064	7/1/21	*****2454	Chun Ok Choi	DD - ES	**3,487.00**
70121065	7/1/21	*****7759	Michele Choi	DD - ES	**2,291.00**
70121066	7/1/21	*****2433	Chau Chung	DD - ES	**2,632.00**
70121067	7/1/21	*****0310	City of Pittsburg Housing Authority	DD - ES	**3,922.00**
70121068	7/1/21	*****3591	Juan F. Clara	DD - ES	**1,373.00**

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70121069	7/1/21	*****1362	College Park Housing Authority	DD - ES	**1,067.53**
70121070	7/1/21	*****9873	Angel Contreras	DD - ES	**2,579.00**
70121071	7/1/21	*****1814	Tonette Sharice Cooper	DD - ES	**2,627.00**
70121072	7/1/21	*****0855	Adolph Rudolph Cortesi III	DD - ES	**1,670.00**
70121073	7/1/21	*****5708	David Elmer Cortesi	DD - ES	**1,311.00**
70121074	7/1/21	*****0746	Contra Costa County Housing Authority	DD - ES	**671.96**
70121078	7/1/21	*****0746	Contra Costa County Housing Authority	DD - ES	**1,280.14**
70121079	7/1/21	*****0746	Contra Costa County Housing Authority	DD - ES	**3,527.28**
70121080	7/1/21	*****0746	Contra Costa County Housing Authority	DD - ES	**7,137.29**
70121081	7/1/21	*****0746	Contra Costa County Housing Authority	DD - ES	**2,303.00**
70121082	7/1/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**14,510.00**
70121083	7/1/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**21,822.00**
70121084	7/1/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**18,639.00**
70121085	7/1/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**13,833.00**
70121086	7/1/21	*****6569	Jeannette D. Crespo	DD - ES	**2,786.00**
70121087	7/1/21	*****7900	Patricia Crosby	DD - ES	**1,664.00**
70121088	7/1/21	*****3327	Jorge Robert Dagys Delevan Catty Leticia Pajoluk	DD - ES	**2,030.00**
70121089	7/1/21	*****6248	Justin Dailey	DD - ES	**1,509.00**
70121090	7/1/21	*****1622	Dam Quang To	DD - ES	**2,721.00**
70121091	7/1/21	*****0793	Danica J. French Evans	DD - ES	**1,706.00**
70121092	7/1/21	*****2963	Audrey Davis	DD - ES	**1,464.00**
70121093	7/1/21	*****0396	Kesha E. Davis	DD - ES	**1,091.00**
70121094	7/1/21	*****8929	Kevin Davidson	DD - ES	**1,252.00**
70121095	7/1/21	*****4961	Paulette Davis	DD - ES	**1,633.00**
70121096	7/1/21	*****6115	Roshan M. Davis	DD - ES	**1,433.00**
70121097	7/1/21	*****9068	Jagdeep or Shashi Dayal	DD - ES	**3,210.00**
70121098	7/1/21	*****2031	Wayman Dea	DD - ES	**1,825.00**
70121099	7/1/21	*****8370	Charles Dellamore	DD - ES	**1,850.00**
70121100	7/1/21	*****5882	David De La Torre	DD - ES	**1,763.00**
70121102	7/1/21	*****1004	Brigitte P. Doan	DD - ES	**8,527.00**
70121103	7/1/21	*****3531	Anna Phuongnam Thi Do	DD - ES	**4,573.00**
70121104	7/1/21	*****9716	JoAnn or Larry Domina	DD - ES	**1,390.00**
70121105	7/1/21	*****5568	Ester Coleman Dunlap	DD - ES	**1,337.00**
70121106	7/1/21	*****6538	Linda Duong	DD - ES	**1,345.00**
70121107	7/1/21	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	**1,902.00**
70121108	7/1/21	*****0372	Doris Engle Family Ltd Partnership c/o Select 1 Realty	DD - ES	**1,313.00**

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70121109	7/1/21	*****3757	Alma B Espiritu	DD - ES	**1,730.00**
70121110	7/1/21	*****4023	Johnathan Espinoza	DD - ES	**1,486.00**
70121111	7/1/21	*****8122	Gerardo M. Esquivel	DD - ES	**1,154.00**
70121112	7/1/21	*****6027	Jianxin Fang	DD - ES	**5,235.00**
70121113	7/1/21	*****1830	Xiangfang Li	DD - ES	**2,547.00**
70121114	7/1/21	*****3602	Favian M. Wong	DD - ES	**1,292.00**
70121115	7/1/21	*****3835	Michael Mao C/O Jing Feng	DD - ES	**2,851.00**
70121116	7/1/21	*****2790	Barbara J. Fierner	DD - ES	**1,775.00**
70121117	7/1/21	*****9447	Joseph Field	DD - ES	**1,143.00**
70121118	7/1/21	*****7691	Hernan Roberto Figueroa	DD - ES	**1,570.00**
70121119	7/1/21	*****0962	Tochia D. Brewster Fleeton	DD - ES	**1,452.00**
70121120	7/1/21	*****5773	Alexander Flowers	DD - ES	**1,333.00**
70121121	7/1/21	*****4032	Fox Creek Apartments	DD - ES	**26,793.00**
70121122	7/1/21	*****4032	Fox Creek Apartments	DD - ES	**5,083.00**
70121123	7/1/21	*****0284	Monica Fraga	DD - ES	**1,775.00**
70121124	7/1/21	*****6894	Rejois O. Frazier or Leroy Myers	DD - ES	**3,671.00**
70121126	7/1/21	*****6265	Mr. Darren Fuller	DD - ES	**1,491.00**
70121127	7/1/21	*****8997	Fan Fuller	DD - ES	**74.00**
70121128	7/1/21	*****9634	Gialene Gaines	DD - ES	**1,750.00**
70121129	7/1/21	*****9590	Aminifu Gamba	DD - ES	**2,677.00**
70121130	7/1/21	*****2189	Kelly Yu Min Gao	DD - ES	**2,800.00**
70121131	7/1/21	*****6981	Adraine Gardner	DD - ES	**1,449.00**
70121132	7/1/21	*****4278	Antoinette L Garcia	DD - ES	**1,212.00**
70121133	7/1/21	*****7036	David Gardner	DD - ES	**3,407.00**
70121134	7/1/21	*****0785	Rupesh Garg	DD - ES	**2,297.00**
70121135	7/1/21	*****2931	William H. Gardiner	DD - ES	**2,204.00**
70121136	7/1/21	*****5111	Gateway Apartments	DD - ES	**5,789.00**
70121137	7/1/21	*****5298	Parvindokht Ghaboulidashti	DD - ES	**1,110.00**
70121138	7/1/21	*****2770	Eva Gholson	DD - ES	**1,738.00**
70121139	7/1/21	*****1145	Vernon or Eva Gholson	DD - ES	**2,631.00**
70121140	7/1/21	*****5958	Jacqueline Gill	DD - ES	**1,486.00**
70121141	7/1/21	*****3566	Mahavir Gill Mahavir S Gill Sr	DD - ES	**5,140.00**
70121142	7/1/21	*****8187	Sukpran Gill	DD - ES	**1,483.00**
70121143	7/1/21	*****6084	Gold A and S LLC	DD - ES	**2,456.00**
70121144	7/1/21	*****6208	Hadiya A Gomez	DD - ES	**1,148.00**
70121145	7/1/21	*****3032	Jesse Gonzaga	DD - ES	**2,474.00**
70121146	7/1/21	*****6940	Frances Greene	DD - ES	**2,800.00**
70121147	7/1/21	*****4872	Rodney Green	DD - ES	**935.00**
70121148	7/1/21	*****3361	Rupinder Grewal	DD - ES	**1,989.00**

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70121149	7/1/21	*****7325	Patricia Gridley	DD - ES	**760.50**
70121150	7/1/21	*****6305	Italo Grossi	DD - ES	**1,595.00**
70121151	7/1/21	*****6721	Amparo Guardado Cesar Q. Guardado	DD - ES	**1,406.00**
70121152	7/1/21	*****0940	Krystle Guan	DD - ES	**4,076.00**
70121153	7/1/21	*****5987	Bob Gunson Real Estate C/O Julie Hang	DD - ES	**1,397.00**
70121154	7/1/21	*****5267	Abhilash Gupta	DD - ES	**2,421.00**
70121155	7/1/21	*****7930	Donald R. Watson, Sr.	DD - ES	**873.00**
70121156	7/1/21	*****2314	Nicole Hackett	DD - ES	**1,488.00**
70121157	7/1/21	*****6176	Asharfun Nisha Hafiz	DD - ES	**1,597.00**
70121158	7/1/21	*****0457	Jeffrey Paul Hagler	DD - ES	**5,426.00**
70121159	7/1/21	*****9827	Delores Jane Hall	DD - ES	**1,712.00**
70121160	7/1/21	*****4299	Clarence Jerome Hardison	DD - ES	**907.00**
70121161	7/1/21	*****6228	David L Hart	DD - ES	**1,939.00**
70121162	7/1/21	*****1769	Lawrence Harrold	DD - ES	**6,793.00**
70121163	7/1/21	*****7423	Delta Hawaii Garden Apartments LLC	DD - ES	**8,103.00**
70121164	7/1/21	*****5859	Chuanhu He	DD - ES	**1,911.00**
70121165	7/1/21	*****0855	Ji Yuan He	DD - ES	**3,039.00**
70121166	7/1/21	*****6728	David T. Hennigan	DD - ES	**16,119.00**
70121167	7/1/21	*****3097	Silvester C. Henderson	DD - ES	**3,402.00**
70121168	7/1/21	*****1603	Marva Hill	DD - ES	**357.00**
70121169	7/1/21	*****3207	Chainchal Hira	DD - ES	**2,032.00**
70121170	7/1/21	*****6255	Carl E. Hoard II	DD - ES	**1,277.00**
70121171	7/1/21	*****7386	Hanh Huu Hoang	DD - ES	**2,803.00**
70121172	7/1/21	*****5654	Havy S Hoag	DD - ES	**2,983.00**
70121173	7/1/21	*****4106	Albert Ho	DD - ES	**1,746.00**
70121174	7/1/21	*****8576	Joyce Ann Hoffman	DD - ES	**1,316.00**
70121175	7/1/21	*****4543	Ronald G. Holmes	DD - ES	**1,360.00**
70121176	7/1/21	*****7987	SRH Holdings LLC	DD - ES	**3,059.00**
70121177	7/1/21	*****2768	Invitation Homes	DD - ES	**2,221.00**
70121178	7/1/21	*****5700	Tony Ho	DD - ES	**1,367.00**
70121179	7/1/21	*****9956	Cheng Huang	DD - ES	**2,794.00**
70121180	7/1/21	*****8816	Ming Zin Huang	DD - ES	**2,860.00**
70121181	7/1/21	*****7984	Tao Huang	DD - ES	**6,574.00**
70121182	7/1/21	*****7838	Xia Jing Huang	DD - ES	**2,617.00**
70121183	7/1/21	*****9084	Nancy Xiu Zhen Hu	DD - ES	**1,796.00**
70121184	7/1/21	*****6229	Thinh Trieu Huynh	DD - ES	**2,400.00**
70121185	7/1/21	*****0778	IGreen House Inc.	DD - ES	**910.00**
70121186	7/1/21	*****7951	IH5 Property West LP	DD - ES	**3,245.00**
70121187	7/1/21	*****8323	Keyee Investment LLC	DD - ES	**1,451.00**

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70121188	7/1/21	*****1017	LaShon D Irving	DD - ES	**1,991.00**
70121189	7/1/21	*****6821	Michael or Kay Isola	DD - ES	**2,292.00**
70121190	7/1/21	*****4913	Jabbarr Love	DD - ES	**1,778.00**
70121191	7/1/21	*****2036	Brandi Jackson c/o Perry Realty Team	DD - ES	**2,165.00**
70121192	7/1/21	*****1075	Consuelo Marie Jackson	DD - ES	**2,920.00**
70121193	7/1/21	*****5120	Deepika Sameer Jain	DD - ES	**4,838.00**
70121194	7/1/21	*****4910	Sameer Jain	DD - ES	**7,929.00**
70121195	7/1/21	*****3307	Vishal S. Jain	DD - ES	**1,157.00**
70121196	7/1/21	*****1349	Jason Le	DD - ES	**2,512.00**
70121197	7/1/21	*****6917	Jian Xing Zhang	DD - ES	**1,489.00**
70121198	7/1/21	*****3090	Krystal Johnson	DD - ES	**1,942.00**
70121199	7/1/21	*****8569	Ronita Johnson	DD - ES	**1,480.00**
70121200	7/1/21	*****8867	James Jones	DD - ES	**1,486.00**
70121201	7/1/21	*****2434	Sharon Jones	DD - ES	**2,187.00**
70121202	7/1/21	*****4905	Mostaeen B Jouya	DD - ES	**2,856.00**
70121203	7/1/21	*****3526	JPH Investment Trust	DD - ES	**2,800.00**
70121204	7/1/21	*****5647	Om Parkash Kalra	DD - ES	**3,231.00**
70121205	7/1/21	*****8425	Wei Kang	DD - ES	**3,990.00**
70121206	7/1/21	*****7429	Navkirandeep Kaur	DD - ES	**2,163.00**
70121207	7/1/21	*****6180	K. E. M. Group LLC	DD - ES	**1,830.00**
70121208	7/1/21	*****9411	Anthony Keslinke	DD - ES	**3,512.00**
70121209	7/1/21	*****6230	Kevin Moffett	DD - ES	**2,685.00**
70121210	7/1/21	*****2578	Faraz Ali Khan	DD - ES	**1,436.00**
70121211	7/1/21	*****0888	KW Kirker Creek, LLC	DD - ES	**3,015.00**
70121212	7/1/21	*****9221	John N Kitta	DD - ES	**2,784.00**
70121213	7/1/21	*****7475	Qi Yun Kuang	DD - ES	**6,299.00**
70121214	7/1/21	*****8506	Simon Kailiang Kuang	DD - ES	**1,659.00**
70121215	7/1/21	*****9316	Zdzislaw Kujawa	DD - ES	**1,335.00**
70121216	7/1/21	*****2585	Daniel Kwan	DD - ES	**3,490.00**
70121217	7/1/21	*****8326	Thomas LaFleur	DD - ES	**1,480.00**
70121218	7/1/21	*****7845	Chow Kang Lam	DD - ES	**1,474.00**
70121219	7/1/21	*****6520	Shirley Manly-Lampkin	DD - ES	**1,051.00**
70121220	7/1/21	*****7975	Peter C. Larsen	DD - ES	**1,454.00**
70121221	7/1/21	*****2401	Kevin Lassair Terrilyn Lassair	DD - ES	**1,175.00**
70121222	7/1/21	*****4732	Latif, LLC	DD - ES	**2,628.00**
70121223	7/1/21	*****2293	LCSTAR, LLC	DD - ES	**5,267.00**
70121224	7/1/21	*****0984	Dao Tran Le	DD - ES	**2,018.00**
70121225	7/1/21	*****8548	Jack Wai Lee	DD - ES	**2,370.00**
70121226	7/1/21	*****1755	Siu Wan Windytiti Lee	DD - ES	**2,232.00**

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70121227	7/1/21	*****2527	Steven Lee	DD - ES	**1,664.00**
70121228	7/1/21	*****5289	Yuhjen Juang Lee	DD - ES	**1,899.00**
70121229	7/1/21	*****7087	Huy Nguyen Le	DD - ES	**2,496.00**
70121230	7/1/21	*****1860	Lena Le	DD - ES	**806.00**
70121231	7/1/21	*****3782	Joseph C. Lerma	DD - ES	**1,431.00**
70121232	7/1/21	*****3555	Yiping I. and Frederic Leroudier	DD - ES	**1,338.00**
70121233	7/1/21	*****3410	John M. Leung	DD - ES	**7,113.00**
70121234	7/1/21	*****3743	May Leung or Rodney Chen	DD - ES	**3,630.00**
70121235	7/1/21	*****2110	Peter Leung	DD - ES	**2,499.00**
70121236	7/1/21	*****5185	Fortunee Lichaa	DD - ES	**820.00**
70121237	7/1/21	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	**9,486.00**
70121238	7/1/21	*****0416	Faqiang Li	DD - ES	**2,449.00**
70121239	7/1/21	*****8871	Jie Li	DD - ES	**1,885.00**
70121240	7/1/21	*****7827	Jinhuan Li	DD - ES	**1,505.00**
70121241	7/1/21	*****9346	Joshua Li	DD - ES	**1,246.00**
70121242	7/1/21	*****2649	Tim Lindstrom c/o AAA Property Management	DD - ES	**1,119.00**
70121243	7/1/21	*****3881	Vivian Y Li	DD - ES	**1,226.00**
70121245	7/1/21	*****0050	Wei Min Li	DD - ES	**1,632.00**
70121246	7/1/21	*****9003	Ying Hong Li	DD - ES	**712.00**
70121247	7/1/21	*****0198	Belkis Zhong Li	DD - ES	**2,596.00**
70121248	7/1/21	*****1646	Paul Long	DD - ES	**2,001.00**
70121249	7/1/21	*****1474	Los Medanos Village Apartments	DD - ES	**17,992.00**
70121250	7/1/21	*****7531	Tony or Yvonne Louie	DD - ES	**1,425.00**
70121251	7/1/21	*****3708	Anthony Charles Loyola	DD - ES	**757.00**
70121252	7/1/21	*****7720	Jose Loza	DD - ES	**883.00**
70121253	7/1/21	*****7378	Marina Heights Apartments, LP	DD - ES	**15,801.00**
70121254	7/1/21	*****7378	Marina Heights Apartments, LP	DD - ES	**18,387.00**
70121255	7/1/21	*****7378	Marina Heights Apartments, LP	DD - ES	**18,729.33**
70121256	7/1/21	*****2354	Andrew Kin Lui	DD - ES	**3,146.00**
70121257	7/1/21	*****4658	Wei Liu Guangxin Frank Liu	DD - ES	**1,482.00**
70121258	7/1/21	*****7843	The Entrust Group, Inc. FBO Theodore Lum IRA (acct #34892)	DD - ES	**1,313.00**
70121259	7/1/21	*****1821	Curtis H. Lundberg	DD - ES	**555.00**
70121260	7/1/21	*****1494	Xiangwen Lu	DD - ES	**4,965.00**
70121261	7/1/21	*****2147	Chi Vien Ly	DD - ES	**1,301.00**
70121262	7/1/21	*****6525	Madelyn Ann Massey Trustee of the 2017 Massey Family Trust	DD - ES	**1,527.00**
70121263	7/1/21	*****5865	Rakesh Madra	DD - ES	**3,152.00**
70121264	7/1/21	*****2191	Radha Mahesram	DD - ES	**2,176.00**

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70121265	7/1/21	*****7358	Mahnoor Tariq	DD - ES	**2,462.00**
70121266	7/1/21	*****4372	Jennifer Leung Ma	DD - ES	**3,662.00**
70121267	7/1/21	*****1989	Jeff Mann	DD - ES	**6,578.00**
70121268	7/1/21	*****5378	Glenn Marshall	DD - ES	**2,403.00**
70121269	7/1/21	*****2875	Marla Y Harrison	DD - ES	**404.00**
70121270	7/1/21	*****4697	Elisa Aurora Martinez	DD - ES	**2,746.00**
70121271	7/1/21	*****9206	Demetria d Mason	DD - ES	**2,008.00**
70121272	7/1/21	*****9994	Matthew Lui	DD - ES	**1,647.00**
70121273	7/1/21	*****6768	Matrixone Realty	DD - ES	**1,036.00**
70121275	7/1/21	*****5255	Helen McCarthy	DD - ES	**1,933.00**
70121276	7/1/21	*****6494	Dorothy McDonald	DD - ES	**1,973.00**
70121277	7/1/21	*****1152	Janice K McLean	DD - ES	**372.00**
70121278	7/1/21	*****4675	Meadow Glen Apartments	DD - ES	**1,918.00**
70121279	7/1/21	*****9866	Tatung Mei	DD - ES	**3,564.00**
70121280	7/1/21	*****5245	Jinyu Meng	DD - ES	**1,653.00**
70121281	7/1/21	*****4885	Sabine Menzel	DD - ES	**3,709.00**
70121282	7/1/21	*****0133	Mercedes P. Johnson	DD - ES	**617.00**
70121283	7/1/21	*****8272	Hector Meza	DD - ES	**1,622.00**
70121284	7/1/21	*****9885	Andrew S Miloslavich	DD - ES	**1,648.00**
70121285	7/1/21	*****7437	Perchak Properties for Carol Miller	DD - ES	**2,247.00**
70121286	7/1/21	*****4000	Millennium Homes	DD - ES	**2,012.00**
70121287	7/1/21	*****9782	Maryann Miller	DD - ES	**1,856.00**
70121288	7/1/21	*****2618	Carlos J Miranda	DD - ES	**660.00**
70121289	7/1/21	*****0772	Hassan Mirabedi	DD - ES	**7,781.00**
70121290	7/1/21	*****6741	Gwendolyn Mitchell	DD - ES	**3,261.00**
70121291	7/1/21	*****4885	Momin Raees	DD - ES	**1,824.00**
70121292	7/1/21	*****0985	Rodney Montgomery or Sharon Montgomery	DD - ES	**1,655.00**
70121293	7/1/21	*****4676	Erik L Morris	DD - ES	**1,874.00**
70121294	7/1/21	*****3624	Diane Morin	DD - ES	**1,990.00**
70121295	7/1/21	*****3642	Eva Munn	DD - ES	**944.00**
70121296	7/1/21	*****8820	Brien Brothers, LLC C/O Mynd Management, IC.	DD - ES	**803.00**
70121297	7/1/21	*****1388	Mynd Management Inc,	DD - ES	**4,220.00**
70121298	7/1/21	*****0105	Ehsan Nabkel	DD - ES	**3,552.00**
70121299	7/1/21	*****6234	Shinder Paul Narabut	DD - ES	**6,737.00**
70121300	7/1/21	*****0054	NC Associates, Inc.	DD - ES	**14,814.00**
70121301	7/1/21	*****9180	Michael Nelson	DD - ES	**2,938.00**
70121302	7/1/21	*****5257	Guy Nesbeth	DD - ES	**1,741.00**
70121303	7/1/21	*****1072	Dominic Y Ng	DD - ES	**2,963.00**
70121304	7/1/21	*****3604	Knowland Ging Ng	DD - ES	**4,033.00**

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70121305	7/1/21	*****8594	Patrick Ng Mike Perry, Property Manager	DD - ES	**1,206.00**
70121306	7/1/21	*****0738	Hieu Nguyen	DD - ES	**1,642.00**
70121307	7/1/21	*****7154	Huy Quang Nguyen	DD - ES	**2,162.00**
70121308	7/1/21	*****8307	Mai Thi Thanh Nguyen	DD - ES	**1,925.00**
70121309	7/1/21	*****4366	Quyen Nguyen	DD - ES	**1,857.00**
70121310	7/1/21	*****8241	Tieu Nguyen	DD - ES	**800.00**
70121311	7/1/21	*****2660	Nichole Nicholson	DD - ES	**2,500.00**
70121312	7/1/21	*****7265	Ernest Nichols III	DD - ES	**3,323.00**
70121313	7/1/21	*****6497	Peter Niloufari	DD - ES	**5,190.00**
70121315	7/1/21	*****8129	Kevin Nord	DD - ES	**1,690.00**
70121316	7/1/21	*****0056	Richard A Norte	DD - ES	**1,772.00**
70121317	7/1/21	*****2286	North State Financial, Inc.	DD - ES	**1,094.00**
70121318	7/1/21	*****7171	New Way Management Services, Inc.	DD - ES	**19,676.00**
70121319	7/1/21	*****0056	Sheryl O'Brien	DD - ES	**882.00**
70121320	7/1/21	*****1194	Jennifer Odei	DD - ES	**1,434.00**
70121321	7/1/21	*****5572	Dwight J Owens	DD - ES	**643.00**
70121322	7/1/21	*****1780	Diane Oles	DD - ES	**2,105.00**
70121323	7/1/21	*****4543	Esosa A. Omokaro	DD - ES	**940.00**
70121324	7/1/21	*****0588	Orange County Housing Authority Orange County Housing Authority	DD - ES	**3,927.28**
70121325	7/1/21	*****3741	Sandra L Ortiz	DD - ES	**1,766.00**
70121326	7/1/21	*****1081	Chinenye Osuagwu	DD - ES	**2,582.00**
70121327	7/1/21	*****9139	Olubukola Amoke Oyebade	DD - ES	**2,427.00**
70121328	7/1/21	*****3324	Mutlu Ozer	DD - ES	**1,944.00**
70121329	7/1/21	*****6009	Diablo Pacific, Inc.	DD - ES	**3,297.00**
70121330	7/1/21	*****4083	Pacific Living, LLC	DD - ES	**2,769.00**
70121331	7/1/21	*****7811	Hemangini & Vijendra Patel	DD - ES	**2,522.00**
70121332	7/1/21	*****0885	Kokila Patel	DD - ES	**787.00**
70121333	7/1/21	*****0346	Patiala, LLC Deepinder Kaur or Ajay Singh	DD - ES	**1,282.00**
70121334	7/1/21	*****8684	Virendra M. Patel	DD - ES	**574.00**
70121335	7/1/21	*****8047	Jason Pauline	DD - ES	**1,760.00**
70121336	7/1/21	*****3189	Loycell Peacock	DD - ES	**1,391.00**
70121337	7/1/21	*****5165	Scott Pease	DD - ES	**1,272.00**
70121338	7/1/21	*****8805	Alonso R. Perez	DD - ES	**1,489.00**
70121339	7/1/21	*****3278	Maria Del Carmen Perez	DD - ES	**603.00**
70121340	7/1/21	*****6784	Lowde Y. Perkins	DD - ES	**922.00**
70121341	7/1/21	*****4893	Cong Thi Pham	DD - ES	**2,968.00**
70121342	7/1/21	*****5884	May K. Pho	DD - ES	**2,839.00**
70121343	7/1/21	*****0958	Pittsburg Park Apartments	DD - ES	**2,954.00**

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70121344	7/1/21	*****2744	SK Pittsburg Bay Point SK Pittsburg Bay Point	DD - ES	**1,458.00**
70121345	7/1/21	*****1097	Bay Point Orphans Fund, LLC	DD - ES	**1,712.00**
70121346	7/1/21	*****8826	Prime Metropolis Properties, Inc.	DD - ES	**5,213.00**
70121347	7/1/21	*****2849	IH5 Property West LP	DD - ES	**2,477.00**
70121348	7/1/21	*****3398	Marples Property Management	DD - ES	**1,700.00**
70121349	7/1/21	*****4650	A. Meadows Property Management	DD - ES	**3,293.00**
70121350	7/1/21	*****6551	Parks Properties	DD - ES	**1,726.00**
70121351	7/1/21	*****7789	Stokley Properties LLC Harbor	DD - ES	**3,174.00**
70121352	7/1/21	*****8055	Property Upsurge, Inc.	DD - ES	**4,252.00**
70121353	7/1/21	*****0782	Amjad Qaqish	DD - ES	**835.00**
70121354	7/1/21	*****9542	Sam or Sonia Quinones	DD - ES	**1,800.00**
70121355	7/1/21	*****4029	Amos Radford	DD - ES	**1,387.00**
70121356	7/1/21	*****1034	Kuljit P Raju	DD - ES	**1,819.00**
70121357	7/1/21	*****2261	Paramjit K. Raju	DD - ES	**3,054.00**
70121358	7/1/21	*****3452	Christopher Ramirez	DD - ES	**2,042.00**
70121359	7/1/21	*****8489	Enrique or Stacy Ramirez	DD - ES	**1,177.00**
70121360	7/1/21	*****2162	Erika Ramirez	DD - ES	**1,797.00**
70121362	7/1/21	*****2283	Rohini Ram-Cline	DD - ES	**1,957.00**
70121363	7/1/21	*****6068	David Raughton	DD - ES	**1,831.00**
70121364	7/1/21	*****8337	RayCaro Inc.	DD - ES	**1,581.00**
70121365	7/1/21	*****8227	Croskey Real Estate, Inc.	DD - ES	**1,605.00**
70121366	7/1/21	*****6703	Amerasia Real Estate Fund LLC	DD - ES	**3,628.00**
70121367	7/1/21	*****7083	Reliant - Woods Grove, LP	DD - ES	**19,185.00**
70121368	7/1/21	*****7349	Eric Franklin Remson	DD - ES	**538.00**
70121369	7/1/21	*****9321	Roger Riley	DD - ES	**1,901.00**
70121370	7/1/21	*****4562	Rising Investments LLC	DD - ES	**6,361.00**
70121371	7/1/21	*****0694	Jason Ruffin	DD - ES	**2,504.00**
70121372	7/1/21	*****4579	Elvira Ruiz	DD - ES	**1,746.00**
70121373	7/1/21	*****5248	Constance Russell	DD - ES	**2,082.00**
70121374	7/1/21	*****8536	Ms. Meuy Saelee	DD - ES	**2,891.00**
70121375	7/1/21	*****3871	Maridel P Santos	DD - ES	**1,290.00**
70121376	7/1/21	*****7615	Gregory Paul Schulz	DD - ES	**2,000.00**
70121377	7/1/21	*****9954	Richard M. Sciortino	DD - ES	**2,284.00**
70121378	7/1/21	*****7031	Jacqueline Selinger	DD - ES	**1,419.00**
70121379	7/1/21	*****5346	Young Sook Seroy	DD - ES	**1,314.00**
70121380	7/1/21	*****1446	Mohinder Sharma	DD - ES	**1,007.00**
70121381	7/1/21	*****7239	Shailesh & Bela Patel	DD - ES	**871.00**
70121382	7/1/21	*****1357	Mohammad Shekib	DD - ES	**1,939.00**
70121383	7/1/21	*****5981	Yihui Shi	DD - ES	**1,535.00**
70121384	7/1/21	*****5994	Shorten Investments LLC	DD - ES	**5,455.00**

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70121385	7/1/21	*****7396	Sierra Pacific Properties Inc Sierra Pacific Properties Inc	DD - ES	**9,309.00**
70121386	7/1/21	*****7789	Siena Court Apartments	DD - ES	**14,562.00**
70121387	7/1/21	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	**4,505.00**
70121388	7/1/21	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	**24,349.00**
70121389	7/1/21	*****6650	Frank M. Siino	DD - ES	**982.00**
70121390	7/1/21	*****8035	Joseph Michael Siino	DD - ES	**1,527.00**
70121391	7/1/21	*****5399	Gloria Silva	DD - ES	**739.00**
70121392	7/1/21	*****8407	Marc J. Simpson	DD - ES	**1,688.00**
70121393	7/1/21	*****3639	Raman Singh	DD - ES	**2,628.00**
70121394	7/1/21	*****6058	Son Singh	DD - ES	**1,498.00**
70121395	7/1/21	*****0700	Crystal Situ	DD - ES	**1,270.00**
70121396	7/1/21	*****3853	Lakesha Michelle Smith Lionel R Smith	DD - ES	**1,975.00**
70121397	7/1/21	*****4970	Molly Smith	DD - ES	**1,898.00**
70121398	7/1/21	*****9092	Sherritta M Smith	DD - ES	**945.00**
70121399	7/1/21	*****2032	Cinthia Sosa	DD - ES	**2,412.00**
70121400	7/1/21	*****6977	Angela E. Robinson-Spencer	DD - ES	**2,131.00**
70121402	7/1/21	*****5343	Deborah Steppe	DD - ES	**1,784.00**
70121403	7/1/21	*****5308	R R Rentals	DD - ES	**1,900.00**
70121405	7/1/21	*****8216	Abby Sukarto	DD - ES	**3,372.00**
70121406	7/1/21	*****1808	Jezzy Sukaemi	DD - ES	**2,564.00**
70121407	7/1/21	*****1235	Summit Venture Group, LLC	DD - ES	**2,701.00**
70121408	7/1/21	*****6168	Kamaljeet Surila	DD - ES	**1,754.00**
70121409	7/1/21	*****0804	Svetlana Kondratiouk	DD - ES	**3,040.00**
70121410	7/1/21	*****0399	Joyce Hui Sy	DD - ES	**7,104.00**
70121411	7/1/21	*****1242	Hamed Tafaghodi Alexis Tafaghodi	DD - ES	**1,066.00**
70121412	7/1/21	*****3065	Tasharie C. Ameral	DD - ES	**1,609.00**
70121413	7/1/21	*****6283	Yun Teng Weijie Zhang	DD - ES	**1,653.00**
70121414	7/1/21	*****9166	Ms. Natasha Terry	DD - ES	**2,675.00**
70121415	7/1/21	*****2164	Quyen Minh Thai	DD - ES	**2,875.00**
70121416	7/1/21	*****9314	Silvia Thein and Ada Choi	DD - ES	**2,200.00**
70121417	7/1/21	*****7191	Tequila Nashannon Thornton	DD - ES	**2,654.00**
70121418	7/1/21	*****4049	ChingJen Tong	DD - ES	**2,229.00**
70121419	7/1/21	*****1714	Yoway Wilson Tong	DD - ES	**1,486.00**
70121420	7/1/21	*****1405	Lourdes or Raymond Tovar	DD - ES	**1,639.00**
70121421	7/1/21	*****2094	Raphael Minhtuyen Tran	DD - ES	**3,025.00**
70121422	7/1/21	*****8623	Richard Tran	DD - ES	**2,783.00**

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70121423	7/1/21	*****1327	Thuy Tran	DD - ES	**1,145.00**
70121424	7/1/21	*****6165	Thanh Van Trinh	DD - ES	**1,422.00**
70121425	7/1/21	*****5313	Sean Thuyet Truong	DD - ES	**1,094.00**
70121426	7/1/21	*****9321	Van Truong	DD - ES	**1,762.00**
70121427	7/1/21	*****6917	Erica Uschold	DD - ES	**2,613.00**
70121428	7/1/21	*****2907	Frank Lokeni Uu Martha Jauregui Morales	DD - ES	**1,975.00**
70121429	7/1/21	*****4582	Lidia Valladares	DD - ES	**1,169.00**
70121430	7/1/21	*****0250	Victor D Valenzuela	DD - ES	**1,498.00**
70121431	7/1/21	*****3371	Gary D. Vasconcellos	DD - ES	**1,430.00**
70121432	7/1/21	*****9682	Nuno G Vieira	DD - ES	**4,328.00**
70121433	7/1/21	*****7391	Kim Uyen Minh Vu	DD - ES	**1,212.00**
70121434	7/1/21	*****2720	Stephen Cordell Wafer	DD - ES	**1,205.00**
70121435	7/1/21	*****6924	Lining Wan	DD - ES	**2,382.00**
70121436	7/1/21	*****6945	Wei Wang	DD - ES	**2,032.00**
70121437	7/1/21	*****1634	Yu Ruo Wang	DD - ES	**1,781.00**
70121438	7/1/21	*****5502	Mildred Lucille Washington	DD - ES	**1,996.00**
70121440	7/1/21	*****4384	Wenying Chang	DD - ES	**3,422.00**
70121441	7/1/21	*****5295	Holly Wen	DD - ES	**651.00**
70121442	7/1/21	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	**4,904.00**
70121443	7/1/21	*****7867	Ms Adrienne Wilson C/O Gabe Essoe	DD - ES	**1,951.00**
70121444	7/1/21	*****5057	Kathleen and John Wilson	DD - ES	**936.00**
70121445	7/1/21	*****8702	Kathy D. Williams	DD - ES	**2,500.00**
70121446	7/1/21	*****5480	Tasia La Vonda Williams	DD - ES	**2,564.00**
70121447	7/1/21	*****5026	Windeler Development Group, Inc.	DD - ES	**999.00**
70121448	7/1/21	*****1157	Har Pan Wong	DD - ES	**7,983.00**
70121449	7/1/21	*****6356	Joanne Wong	DD - ES	**1,522.00**
70121450	7/1/21	*****1060	Kinney Ming Wong	DD - ES	**508.00**
70121451	7/1/21	*****2784	Vincent Wong	DD - ES	**1,818.00**
70121452	7/1/21	*****3962	Hong Wu	DD - ES	**3,728.00**
70121453	7/1/21	*****3698	Zhang Jin Wu	DD - ES	**2,701.00**
70121454	7/1/21	*****2556	Drewcillia Wyatt	DD - ES	**2,315.00**
70121455	7/1/21	*****2651	Sheree Wynn	DD - ES	**2,210.00**
70121456	7/1/21	*****4644	Chao Xu	DD - ES	**2,656.00**
70121457	7/1/21	*****3880	Ping Ping Xu Keming Wang	DD - ES	**2,803.00**
70121458	7/1/21	*****5087	Zhou Xu	DD - ES	**2,853.00**
70121459	7/1/21	*****4383	Yifan Ye Mike Perry, Property Manager	DD - ES	**2,512.00**

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70121460	7/1/21	*****6779	Sally Yip	DD - ES	**753.00**
70121461	7/1/21	*****6210	Yong Qiang Lu	DD - ES	**1,778.00**
70121462	7/1/21	*****6178	Chris Kui You	DD - ES	**2,378.00**
70121463	7/1/21	*****7622	Yee Yue Cheung	DD - ES	**1,319.00**
70121464	7/1/21	*****8664	Mohammad Zalmaiyar	DD - ES	**2,455.00**
70121465	7/1/21	*****8685	Feng Zhang	DD - ES	**2,726.00**
70121466	7/1/21	*****7638	Jielu Zhao	DD - ES	**1,412.00**
70121467	7/1/21	*****2407	Katherine Zhao	DD - ES	**2,292.00**
70121468	7/1/21	*****2940	Wei Bin Zhang or Gao Wei	DD - ES	**1,749.00**
70121469	7/1/21	*****3259	Xirong Zhao	DD - ES	**1,795.00**
70121470	7/1/21	*****5640	Yan Zhang	DD - ES	**1,637.00**
70121471	7/1/21	*****4367	Xiang Yang Zheng	DD - ES	**1,848.00**
70121472	7/1/21	*****9263	Zhixing Li	DD - ES	**2,441.00**
70121473	7/1/21	*****3830	Joy Yi Zhou	DD - ES	**1,525.00**
70121474	7/1/21	*****7805	Shengguo Zhu	DD - ES	**5,365.00**
70121475	7/1/21	*****6132	Ying Zhu Ying Zhu	DD - ES	**5,081.00**
70121476	7/1/21	*****4651	Weijie Zhang	DD - ES	**1,023.00**

Housing Choice Voucher

HAP	1,538,711.86
UR	8,835.32
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	923.70
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	**$1,548,470.88**

Check Summary

July 1, 2021

Check Number	Check Date	Payee Tax ID	Payee	Amount
VASH				
152605	7/1/21	*****2062	John M Ferguson	**71.00**
152618	7/1/21	*****5735	Michael Wimmer	**122.00**
152631	7/1/21	*****9543	Steven Williamson	**52.00**
152635	7/1/21	*****7845	Troy Mills	**29.00**
152693	7/1/21	*****9325	JOW & AAW, LLC	**6,313.00**
152695	7/1/21	*****9326	Western Addition Apartments, LLC	**1,483.00**

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152696	7/1/21	*****1636	Jimmy Bhatia		**1,180.00**
152697	7/1/21	*****2361	George Edward Cole		**1,267.00**
152713	7/1/21	*****2116	MSR Rental Properties, LLC C/O EEN Property Management		**1,700.00**
70121011	7/1/21	*****4636	Felipe Amarante	DD - ES	**1,487.00**
70121022	7/1/21	*****3909	Ken Bartlett	DD - ES	**570.00**
70121026	7/1/21	*****7492	Adrienne Kelly Belton	DD - ES	**720.00**
70121036	7/1/21	*****7075	Som N Bhatia	DD - ES	**1,771.00**
70121050	7/1/21	*****8860	Joe Burns	DD - ES	**1,073.00**
70121051	7/1/21	*****2513	Clara Beatriz Cardenas	DD - ES	**1,500.00**
70121074	7/1/21	*****0746	Contra Costa County Housing Authority	DD - ES	**11,816.43**
70121075	7/1/21	*****0746	Contra Costa County Housing Authority	DD - ES	**14,493.86**
70121076	7/1/21	*****0746	Contra Costa County Housing Authority	DD - ES	**23,155.00**
70121077	7/1/21	*****0746	Contra Costa County Housing Authority	DD - ES	**9,133.71**
70121078	7/1/21	*****0746	Contra Costa County Housing Authority	DD - ES	**11,268.12**
70121079	7/1/21	*****0746	Contra Costa County Housing Authority	DD - ES	**8,784.13**
70121080	7/1/21	*****0746	Contra Costa County Housing Authority	DD - ES	**5,405.00**
70121081	7/1/21	*****0746	Contra Costa County Housing Authority	DD - ES	**7,429.58**
70121082	7/1/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**-1,651.00**
70121083	7/1/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**-1,353.00**
70121084	7/1/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**8,363.00**
70121085	7/1/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**4,004.00**
70121101	7/1/21	*****9507	Olga M. Disney	DD - ES	**1,361.00**
70121107	7/1/21	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	**600.00**
70121122	7/1/21	*****4032	Fox Creek Apartments	DD - ES	**789.00**
70121125	7/1/21	*****4432	FFR Investments LLC	DD - ES	**1,822.00**
70121136	7/1/21	*****5111	Gateway Apartments	DD - ES	**3,413.00**
70121154	7/1/21	*****5267	Abhilash Gupta	DD - ES	**1,729.00**
70121166	7/1/21	*****6728	David T. Hennigan	DD - ES	**3,266.00**
70121232	7/1/21	*****3555	Yiping I. and Frederic Leroudier	DD - ES	**2,546.00**
70121237	7/1/21	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	**1,142.00**
70121244	7/1/21	*****1547	Paul Livson	DD - ES	**3,074.00**
70121253	7/1/21	*****7378	Marina Heights Apartments, LP	DD - ES	**4,330.00**
70121254	7/1/21	*****7378	Marina Heights Apartments, LP	DD - ES	**3,181.00**
70121255	7/1/21	*****7378	Marina Heights Apartments, LP	DD - ES	**1,103.00**
70121260	7/1/21	*****1494	Xiangwen Lu	DD - ES	**4,841.00**
70121274	7/1/21	*****2242	James McDonald	DD - ES	**1,500.00**

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70121314	7/1/21	*****9886	Northstar Financial Group, LLC	DD - ES	**619.00**
70121361	7/1/21	*****7228	Ramsey Horton	DD - ES	**1,974.00**
70121366	7/1/21	*****6703	Amerasia Real Estate Fund LLC	DD - ES	**1,662.00**
70121367	7/1/21	*****7083	Reliant - Woods Grove, LP	DD - ES	**3,631.00**
70121385	7/1/21	*****7396	Sierra Pacific Properties Inc Sierra Pacific Properties Inc	DD - ES	**3,931.00**
70121386	7/1/21	*****7789	Siena Court Apartments	DD - ES	**1,165.00**
70121387	7/1/21	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	**2,430.00**
70121388	7/1/21	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	**1,893.00**
70121401	7/1/21	*****3465	Ramzi D Srouji	DD - ES	**1,958.00**
70121404	7/1/21	*****0437	Suisun City Housing Authority	DD - ES	**1,420.44**
70121421	7/1/21	*****2094	Raphael Minhtuyen Tran	DD - ES	**1,713.00**
70121439	7/1/21	*****4563	Isidoro Weitzman	DD - ES	**1,957.00**
70121442	7/1/21	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	**1,553.00**

VASH

HAP	175,773.00
UR	282.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	4,735.27
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	**$180,790.27**

Grand Total

HAP	1,714,484.86
UR	9,117.32
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	5,658.97
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	**$1,729,261.15**

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Check Summary

July 15, 2021

	Check Number	Check Date	Payee Tax ID	Payee		Amount
Housing Choice Voucher						
*	152726	7/15/21	*****0269	Dajon W Smith		**47.00**
	152727	7/15/21	*****4208	Ono c Rothschild		**61.00**
	152728	7/15/21	*****8818	Renee d Ford		**66.00**
	152729	7/15/21	*****3021	Housing Authority of the City of Benicia		**1,014.42**
	152730	7/15/21	*****2959	San Francisco Housing Authority		**7,909.69**
	152731	7/15/21	*****7605	Portofino Apartments		**397.00**
	152732	7/15/21	*****5035	Vallejo Housing Authority		**6,775.16**
	152733	7/15/21	*****7378	Marina Heights Apartments, LP		**20,832.00**
	152734	7/15/21	*****7378	Marina Heights Apartments, LP		**12,294.00**
	152735	7/15/21	*****7378	Marina Heights Apartments, LP		**20,550.00**
	152736	7/15/21	*****7378	Marina Heights Apartments, LP		**14,327.60**
	152737	7/15/21	*****7378	Marina Heights Apartments, LP		**19,840.00**
	152738	7/15/21	*****7378	Marina Heights Apartments, LP		**16,139.33**
*	71521001	7/15/21	*****5951	Stoneman Apartments	DD - ES	**3,065.00**
	71521002	7/15/21	*****0310	City of Pittsburg Housing Authority	DD - ES	**2,994.00**
	71521004	7/15/21	*****5568	Ester Coleman Dunlap	DD - ES	**729.00**
	71521005	7/15/21	*****1349	Jason Le	DD - ES	**99.00**
	71521006	7/15/21	*****8425	Wei Kang	DD - ES	**633.00**
	71521007	7/15/21	*****0054	NC Associates, Inc.	DD - ES	**6.00**
	71521008	7/15/21	*****3741	Sandra L Ortiz	DD - ES	**167.00**
	71521009	7/15/21	*****7083	Reliant - Woods Grove, LP	DD - ES	**391.00**
	71521010	7/15/21	*****4809	Robert W. Daniels	DD - ES	**2,679.00**
	71521011	7/15/21	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	**1,106.00**
	71521012	7/15/21	*****7479	Ms. Li Su	DD - ES	**1,524.00**
	71521013	7/15/21	*****5310	Azell Vickers	DD - ES	**1,368.00**
	71521014	7/15/21	*****4651	Weijie Zhang	DD - ES	**310.00**

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Housing Choice Voucher	HAP	135,150.20
	UR	174.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	0.00
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	**$135,324.20**

Check Summary

July 15, 2021

Check Number	Check Date	Payee Tax ID	Payee		**Amount**
VASH					
152734	7/15/21	*****7378	Marina Heights Apartments, LP		**8,660.00**
152736	7/15/21	*****7378	Marina Heights Apartments, LP		**6,362.00**
152737	7/15/21	*****7378	Marina Heights Apartments, LP		**2,206.00**
71521003	7/15/21	*****0746	Contra Costa County Housing Authority	DD - ES	**12,352.12**

VASH	HAP	28,954.00
	UR	0.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	626.12
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	**$29,580.12**

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Grand Total

HAP	164,104.20
UR	174.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	626.12
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	0.00
All Payments	**$164,904.32**

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Please contact the City Clerk's Office to view this attachment.

Phone: 925-252-4850

Email: cityclerk@pittsburgca.gov

HOUSING AUTHORITY OF THE CITY OF PITTSBURG
DISBURSEMENT SUMMARY
FOR THE MONTH ENDED SEPTEMBER 30TH, 2021

	Ck#	Amount	HAP[1]	VASH[2]	UR[3]	Portability	Admin. Fee	TOTAL
VOUCHERS	152883-153021 90121001-90121469	$ 1,617,095.64	1,511,273.87	88,191.22	8,613.70	8,255.00	761.85	$ 1,617,095.64
	50000-50001 91521001-91521004	7,968.00	7,898.00	-	-	70.00	-	7,968.00
	TOTAL	**$ 1,625,063.64**	**1,519,171.87**	**88,191.22**	**8,613.70**	**8,325.00**	**761.85**	**$ 1,625,063.64**

[1]Housing Assistance Payment [2]Veterans Affairs Supportive Housing [3]Utility Reimbursement

		Amount	Description	TOTAL
ADMINISTRATIVE EXPENSES		$ 41,547.16	Salaries and Wages	$ 41,547.16
		371.86	Salaries- Overtime	371.86
		3,102.39	Retirement Miscellaneous	3,102.39
		7,665.50	Retirement - Pension Bonds	7,665.50
		9,368.32	Health Insurance - Employees	9,368.32
		403.56	Additional CalPERS Pension Contribution	403.56
		78.34	Life Insurance	78.34
		811.84	Dental Insurance	811.84
		93.76	Vision - Employee	93.76
		1,346.66	Workers' Compensation	1,346.66
		246.67	Unemployment Insurance	246.67
		145.09	Disability Insurance	145.09
		3,242.04	F I C A & Medicare	3,242.04
		750.00	Deferred Compensation - Employer	750.00
		1,061.17	Vac Buy-Bk/Empl Termination	1,061.17
		655.92	Pension 115 Trust	655.92
		3,017.83	Retiree OPEB Costs	3,017.83
		71.22	Office Supplies & Materials	71.22
		1,740.76	Postage	1,740.76
		795.14	Misc Equip & Furniture < $5,000	795.14
		1,472.19	Utilities - Electric	1,472.19
		17.32	Utilities - Water	17.32
		1,251.66	Utilities - Telephone Service	1,251.66
		214.92	Utilities - WiFi/Cellphone Service	214.92
		3,246.33	Insurance - Alloc Chgs	3,246.33
		7,985.15	Other Contractual & Professional Service	7,985.15
		531.17	Maintenance & Repairs	531.17
		154.65	Equipment Rental	154.65
		2,375.00	Building Rental	2,375.00
		576.58	Fleet Maintenance Alloc Chgs	576.58
		1,769.42	Building Maintenance Alloc Chgs	1,769.42
		1,755.67	Information Systems Alloc Chgs	1,755.67
		4,830.33	Admin Overhead Paid to City	4,830.33
		1,494.00	Maintenance & Repairs	1,494.00
		1,556.67	Transfer-Out to OPEB Fund(Unfunded Liab	1,556.67
		173.00	Other Fees	173.00
				-
				-
	TOTAL	$ 105,919.29		$ 105,919.29

	Ck#	Amount	Reason	TOTAL
VOIDED CHECKS & ADJUSTMENTS	**151601**	$ (469.98)	Void check	$ (469.98)
	151735	(469.98)	Void check	(469.98)
	153017	(3,228.00)	Void check	(3,228.00)
	152986	(3,692.00)	Void check	(3,692.00)
	90121092	(1,354.00)		(1,354.00)
	TOTAL	$ (9,213.96)		$ (9,213.96)

Prepared by: HB
Reviewed by: LM

NET OF ISSUED AND VOIDED PAYMENTS $ 1,721,768.97

Check Summary

September 1, 2021

	Check Number	Check Date	Payee Tax ID	Payee	Amount
Housing Choice Voucher					
*	152883	9/1/21	*****2494	Amana K Cornish	**57.00**
	152884	9/1/21	*****7533	Angelique F Davis	**103.00**
	152885	9/1/21	*****7730	Ashley M Brown	**147.00**
	152886	9/1/21	*****4973	Be Thi Nguyen	**39.00**
	152887	9/1/21	*****1702	Christina M Fitzgerald	**63.00**
	152888	9/1/21	*****4282	Cynthia g Cones	**33.00**
	152889	9/1/21	*****0269	Dajon W Smith	**47.00**
	152890	9/1/21	*****9835	Darrell C Carter	**15.00**
	152891	9/1/21	*****3976	Darren M Thompson	**29.00**
	152892	9/1/21	*****2319	Delfonse A Lewis	**173.00**
	152893	9/1/21	*****3528	Elisa Johnson	**175.00**
	152894	9/1/21	*****3840	Eva L Mangum	**85.00**
	152895	9/1/21		Franchise Tax Board	**253.50**
	152896	9/1/21	*****3594	Isaiah A Reed	**57.00**
	152897	9/1/21	*****6015	Jade Nelson	**123.00**
	152898	9/1/21	*****7910	Javecia M Horton	**23.00**
	152899	9/1/21	*****6377	Jo Ann Brooks	**29.00**
	152901	9/1/21	*****4091	Joshua C Perez	**220.00**
	152902	9/1/21	*****2855	Karen L Dixon	**11.00**
	152903	9/1/21	*****2309	Kawanda M Dotson	**34.00**
	152904	9/1/21	*****6519	Krystal M Williams	**67.00**
	152905	9/1/21	*****7253	Laneava S Blanks	**38.00**
	152906	9/1/21	*****3960	Lyniece N Eddins	**1.00**
	152907	9/1/21	*****3347	Maria B Martinez	**14.00**
	152908	9/1/21	*****5133	Mary P Grigsby	**141.00**
	152909	9/1/21	*****8042	Melissa J Perkins	**234.00**
	152910	9/1/21	*****7988	Melvina D Brunt	**190.00**
	152912	9/1/21	*****0451	Michelle A Manuel-Carter	**116.00**
	152913	9/1/21	*****8275	Mildred G Botello	**110.00**
	152914	9/1/21	*****2674	Monika Smith	**37.00**
	152915	9/1/21	*****9905	Nakisha Fountain	**137.00**
	152916	9/1/21	*****8665	Nieza M Burrus	**250.00**
	152917	9/1/21	*****4119	Pashenia D Sanders	**195.00**
	152918	9/1/21	*****6935	Samaiyah A Warren	**67.00**

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152919	9/1/21	*****5994	Shamia L Patterson	**304.00**
152920	9/1/21	*****3403	Shanae V Washington	**98.00**
152921	9/1/21	*****3755	Stephany E Morris	**17.00**
152923	9/1/21	*****3772	Tatyana A Jackson	**27.00**
152924	9/1/21	*****6806	Thelma R Hearne	**21.00**
152925	9/1/21	*****1595	Theresa M Evans	**51.00**
152927	9/1/21	*****8373	Vonia Jackson	**131.00**
152928	9/1/21	*****1418	Patricia A Blocker	**27.00**
152929	9/1/21	*****1654	Jaime M Lopez	**175.00**
152930	9/1/21	*****2890	Raquel E Miller	**57.00**
152931	9/1/21	*****0164	Bobbie J Royston	**144.00**
152932	9/1/21	*****1955	Latasha d Smith	**83.00**
152933	9/1/21	*****4208	Ono c Rothschild	**317.00**
152934	9/1/21	*****2184	Evelyn Smith	**109.00**
152935	9/1/21	*****9858	Livis J Sanders	**15.00**
152936	9/1/21	*****3035	Irma M Castillo	**29.00**
152937	9/1/21	*****8612	Regina D Tucker	**68.00**
152938	9/1/21	*****9687	Carol J Davis	**48.00**
152939	9/1/21	*****6015	Sherron A Camp	**175.00**
152940	9/1/21	*****9122	Nancy M Parrish	**214.00**
152941	9/1/21	*****2941	Sadrina Sims	**263.00**
152942	9/1/21	*****0531	Akilah Z Parker	**145.00**
152943	9/1/21	*****3882	Tyese C Fulgham	**37.00**
152944	9/1/21	*****5492	Michelle m Berry	**7.00**
152945	9/1/21	*****7135	Michele N Nichols	**80.00**
152946	9/1/21	*****8831	Theresa p Jones	**7.00**
152947	9/1/21	*****5626	Lashawn P Fields	**3.00**
152948	9/1/21	*****5232	Kristina M Greer	**81.00**
152949	9/1/21	*****3113	Mannah S Parrott	**79.00**
152950	9/1/21	*****6215	Janet Brown	**118.36**
152951	9/1/21	*****4767	Freddie L Henderson	**39.00**
152952	9/1/21	*****3181	Shirley J Strausbaugh	**2.00**
152953	9/1/21	*****2695	Monique Thompson	**60.00**
152954	9/1/21	*****0903	Virgie r Gray	**61.00**
152955	9/1/21	*****6507	Melissa R Griffin	**29.00**
152956	9/1/21	*****1129	Tiffany L Pellom	**22.00**
152957	9/1/21	*****4987	Delois Sanford	**11.00**
152958	9/1/21	*****3869	Charlene M Best	**22.00**
152959	9/1/21	*****8818	Renee d Ford	**66.00**
152960	9/1/21	*****4651	Lisa Rantissi	**23.00**
152961	9/1/21	*****1606	Tamika Brown	**62.00**

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152962	9/1/21	*****5083	Crystal j Houston	**229.00**
152963	9/1/21	*****8992	Carrie L Saravia	**275.00**
152964	9/1/21	*****6858	Shawna M Jones	**43.00**
152965	9/1/21	*****6573	Hermajo L Hoskins	**111.00**
152966	9/1/21	*****5877	Lynette D Landry	**2.00**
152967	9/1/21	*****8533	Ebony N Washington	**265.00**
152968	9/1/21	*****0256	Debra Gregory	**33.00**
152969	9/1/21	*****8765	Antoinette D Durrett	**178.00**
152970	9/1/21	*****2542	Sau C Ly	**26.00**
152971	9/1/21	*****6953	Nathan Banks JR	**23.00**
152972	9/1/21	*****0342	Beverly A Lockwood	**7.00**
152973	9/1/21	*****0410	Ashley S Andrews	**26.00**
152974	9/1/21	*****6598	Ardean M Goulart	**39.00**
152975	9/1/21	*****6995	Graciela Arroyo	**62.00**
152976	9/1/21	*****0195	Shanoria s Sasser	**73.00**
152977	9/1/21	*****1951	Vinisha D Thornton	**97.00**
152978	9/1/21	*****0849	Briana l Edwards	**123.00**
152979	9/1/21	*****7822	Daudi K Edmond	**55.00**
152980	9/1/21	*****5758	Monique c Chaves	**43.00**
152981	9/1/21	*****6095	Leilani S Gomez	**37.00**
152982	9/1/21	*****9325	JOW & AAW, LLC	**1,546.00**
152983	9/1/21	*****6825	A Classey Corp. DBA: ACL Property Management	**2,105.00**
152984	9/1/21	*****9326	Western Addition Apartments, LLC	**4,145.00**
152985	9/1/21	*****3048	Alameda City Housing Authority	**3,808.06**
152986	9/1/21	*****8574	Alamo Square Apartments LLC	**3,692.00**
152987	9/1/21	*****9810	Alameda County Housing Authority	**65.38**
152988	9/1/21	*****1636	Jimmy Bhatia	**1,486.00**
152989	9/1/21	*****2361	George Edward Cole	**1,655.00**
152990	9/1/21	*****5326	Tyrone W. Duncan	**1,756.00**
152991	9/1/21	*****2979	Mr. Donald Rhodes C/O Paul Shatswell Estate	**1,483.00**
152992	9/1/21	*****7079	Federal D Glover	**1,834.00**
152993	9/1/21	*****6137	Guild Mortgage Loan # 503-2003900	**2,458.00**
152994	9/1/21	*****0348	Hartz Property Management	**1,594.00**
152995	9/1/21	*****1057	Diamond Hillside Apartments	**2,856.00**
152996	9/1/21	*****2959	San Francisco Housing Authority	**4,786.28**
152997	9/1/21	*****0978	King County Housing Authority	**1,070.90**
152998	9/1/21	*****3941	Steven Lau	**2,364.00**
152999	9/1/21	*****4593	Miaogen Lu	**2,725.00**
153000	9/1/21	*****3124	Dante McDonald	**1,127.00**

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153001	9/1/21	*****4305	Darryl H. Milburn		**1,789.00**
153002	9/1/21	*****2593	Ba Nguyen Thu Thi Ngo		**1,963.00**
153003	9/1/21	*****9182	Lorene Paysinger		**1,816.00**
153004	9/1/21	*****7243	Linda Phon		**1,480.00**
153005	9/1/21	*****7605	Portofino Apartments		**14,120.00**
153007	9/1/21	*****2839	Salmana S. Shah		**1,781.00**
153008	9/1/21		Santa Clara Housing Authority		**1,446.03**
153009	9/1/21	*****7396	Sierra Pacific Properties		**5,322.00**
153010	9/1/21	*****8705	Khalid Sultan		**1,695.00**
153011	9/1/21	*****8191	Albert S Tam		**1,294.00**
153012	9/1/21	*****5770	Ventana Rental Homes		**1,068.00**
153013	9/1/21	*****3239	Veritel Homes LLC		**759.00**
153014	9/1/21	*****1355	San Marcos Villas		**2,006.00**
153015	9/1/21	*****9322	Western Upper Haight Street Apartments, LLC		**3,496.00**
153016	9/1/21	*****1102	Ying Na Yeung		**1,467.00**
153017	9/1/21	*****3097	Silvester C. Henderson		**3,228.00**
153018	9/1/21	*****1535	Fanny Kao Huang		**1,800.00**
153019	9/1/21	*****7378	Marina Heights Apartments, LP		**18,050.00**
153020	9/1/21	*****7378	Marina Heights Apartments, LP		**17,297.40**
153021	9/1/21	*****7378	Marina Heights Apartments, LP		**16,234.00**
* 90121001	9/1/21	*****2626	9th Street Associates, LP	DD - ES	**5,806.00**
90121002	9/1/21	*****0229	Meerwais Abdiani	DD - ES	**926.00**
90121003	9/1/21	*****8167	ABJ Enterprises, Inc. dba Blue Line Property Management	DD - ES	**16,933.00**
90121004	9/1/21	*****9050	Leonda R Addison	DD - ES	**2,103.00**
90121005	9/1/21	*****7139	Amitabh Agrawal	DD - ES	**1,557.00**
90121006	9/1/21	*****6232	Rosario Aguilar	DD - ES	**1,117.00**
90121007	9/1/21	*****5759	Rosa Aguirre	DD - ES	**2,071.00**
90121008	9/1/21	*****9530	Demetrius Alexander	DD - ES	**1,751.00**
90121009	9/1/21	*****5726	Jane Alexander	DD - ES	**821.00**
90121010	9/1/21	*****9681	Dale Alvarez	DD - ES	**1,675.00**
90121012	9/1/21	*****0104	Cecilia Anderson	DD - ES	**1,974.00**
90121013	9/1/21	*****9111	Shawn Anderson	DD - ES	**2,233.00**
90121014	9/1/21	*****5423	Anisa Ebadi	DD - ES	**2,540.00**
90121015	9/1/21	*****5951	Stoneman Apartments	DD - ES	**31,227.00**
90121016	9/1/21	*****5951	Stoneman Apartments	DD - ES	**10,499.00**
90121017	9/1/21	*****8701	Mariteresa Arenson c/o Select 1 Realty	DD - ES	**2,008.00**
90121018	9/1/21	*****0536	Farideh Assad	DD - ES	**1,981.00**

90121019	9/1/21	*****0707	Sergeant or Sima Austin	DD - ES	**1,148.00**
90121020	9/1/21	*****4941	Shruti Motilal Ba-Harani	DD - ES	**2,199.00**
90121021	9/1/21	*****2764	Mel L. Banagan	DD - ES	**1,714.00**
90121022	9/1/21	*****4138	Carlos G. Barraza	DD - ES	**820.00**
90121023	9/1/21	*****3909	Ken Bartlett	DD - ES	**1,446.00**
90121024	9/1/21	*****1494	Donald Scott Barbour	DD - ES	**2,627.00**
90121025	9/1/21	*****7563	John Charles Bautista	DD - ES	**1,939.00**
90121026	9/1/21	*****3637	Christine Becerra	DD - ES	**1,175.00**
90121027	9/1/21	*****9093	Holly A Hawkins	DD - ES	**7,093.00**
90121029	9/1/21	*****8614	Charles Bell and Camino Johnson-Bell	DD - ES	**1,815.00**
90121030	9/1/21	*****2521	Belmont Apartments	DD - ES	**27,705.00**
90121031	9/1/21	*****2521	Belmont Apartments	DD - ES	**30,648.00**
90121032	9/1/21	*****2521	Belmont Apartments	DD - ES	**28,673.00**
90121033	9/1/21	*****5996	Alex Benjamen	DD - ES	**934.00**
90121034	9/1/21	*****6465	Tennyson Berry	DD - ES	**1,643.00**
90121035	9/1/21	*****8634	Bethel Global Development LLC	DD - ES	**2,721.00**
90121036	9/1/21	*****2209	Gina Bhatia	DD - ES	**2,805.00**
90121037	9/1/21	*****7075	Som N Bhatia	DD - ES	**3,948.00**
90121038	9/1/21	*****0602	Pinakin Bhatt	DD - ES	**2,443.00**
90121039	9/1/21	*****8470	Joseph B. Bachir	DD - ES	**1,605.00**
90121040	9/1/21	*****5924	Steven Booras	DD - ES	**2,265.00**
90121041	9/1/21	*****1438	2018-2 IH Borrower LP	DD - ES	**2,114.00**
90121042	9/1/21	*****2439	Rosie M Boyd	DD - ES	**2,698.00**
90121043	9/1/21	*****8847	Victoria Boyko	DD - ES	**2,051.00**
90121044	9/1/21	*****3037	Kelly Ann Bradford	DD - ES	**1,441.00**
90121045	9/1/21	*****7855	Mariya Briggs	DD - ES	**3,081.00**
90121046	9/1/21	*****6215	Janet Brown	DD - ES	**2,020.64**
90121047	9/1/21	*****7469	Jessica G. Platt	DD - ES	**1,480.00**
90121048	9/1/21	*****9783	Lauren H Brown	DD - ES	**1,768.00**
90121049	9/1/21	*****9954	Blue Sapphire Homes, Inc.	DD - ES	**2,589.00**
90121050	9/1/21	*****2142	Huong T. Bui	DD - ES	**4,200.00**
90121053	9/1/21	*****4042	Donnell I. Carson	DD - ES	**1,863.00**
90121054	9/1/21	*****5079	Castle Creek Company, Inc.	DD - ES	**1,528.00**
			Trust Account		
90121055	9/1/21	*****6006	Christopher Todd Chambers	DD - ES	**2,150.00**
90121056	9/1/21	*****6869	Cora Ann Chambers	DD - ES	**745.00**
90121057	9/1/21	*****0398	Kan Chuen Chan	DD - ES	**2,050.00**
90121058	9/1/21	*****5571	P. M. Chaobal	DD - ES	**2,165.00**
90121059	9/1/21	*****9661	Chao Chen	DD - ES	**450.00**
90121060	9/1/21	*****1853	Hong Chen	DD - ES	**4,528.00**

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90121061	9/1/21	*****8946	Jienlin Chen	DD - ES	**4,927.00**
90121062	9/1/21	*****4714	Wenhua Chen	DD - ES	**2,361.00**
90121063	9/1/21	*****5473	Hwa-Yoong Chiu	DD - ES	**2,467.00**
90121064	9/1/21	*****3211	Ada Choi	DD - ES	**2,556.00**
90121065	9/1/21	*****2454	Chun Ok Choi	DD - ES	**4,715.00**
90121066	9/1/21	*****7759	Michele Choi	DD - ES	**2,291.00**
90121067	9/1/21	*****2433	Chau Chung	DD - ES	**2,632.00**
90121068	9/1/21	*****0310	City of Pittsburg Housing Authority	DD - ES	**3,922.00**
90121069	9/1/21	*****3591	Juan F. Clara	DD - ES	**1,373.00**
90121070	9/1/21	*****1362	College Park Housing Authority	DD - ES	**1,023.53**
90121071	9/1/21	*****0855	Adolph Rudolph Cortesi III	DD - ES	**1,670.00**
90121072	9/1/21	*****5708	David Elmer Cortesi	DD - ES	**1,311.00**
90121073	9/1/21	*****0746	Contra Costa County Housing Authority	DD - ES	**2,416.84**
90121074	9/1/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**25,783.00**
90121075	9/1/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**24,841.00**
90121076	9/1/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**19,720.00**
90121077	9/1/21	*****6569	Jeannette D. Crespo	DD - ES	**2,786.00**
90121078	9/1/21	*****7900	Patricia Crosby	DD - ES	**1,664.00**
90121079	9/1/21	*****3327	Jorge Robert Dagys Delevan Catty Leticia Pajoluk	DD - ES	**1,739.00**
90121080	9/1/21	*****6248	Justin Dailey	DD - ES	**1,509.00**
90121081	9/1/21	*****1622	Dam Quang To	DD - ES	**2,721.00**
90121082	9/1/21	*****0793	Danica J. French Evans	DD - ES	**1,714.00**
90121083	9/1/21	*****2963	Audrey Davis	DD - ES	**1,464.00**
90121084	9/1/21	*****0396	Kesha E. Davis	DD - ES	**1,091.00**
90121085	9/1/21	*****8929	Kevin Davidson	DD - ES	**1,252.00**
90121086	9/1/21	*****4961	Paulette Davis	DD - ES	**1,633.00**
90121087	9/1/21	*****6115	Roshan M. Davis	DD - ES	**1,429.00**
90121088	9/1/21	*****9068	Jagdeep or Shashi Dayal	DD - ES	**3,372.00**
90121089	9/1/21	*****2031	Wayman Dea	DD - ES	**1,825.00**
90121090	9/1/21	*****8370	Charles Dellamore	DD - ES	**1,850.00**
90121091	9/1/21	*****5882	David De La Torre	DD - ES	**1,763.00**
90121093	9/1/21	*****1004	Brigitte P. Doan	DD - ES	**7,459.00**
90121094	9/1/21	*****3531	Anna Phuongnam Thi Do	DD - ES	**4,573.00**
90121095	9/1/21	*****9716	JoAnn or Larry Domina	DD - ES	**1,390.00**
90121096	9/1/21	*****5568	Ester Coleman Dunlap	DD - ES	**1,931.00**
90121097	9/1/21	*****6538	Linda Duong	DD - ES	**1,345.00**
90121098	9/1/21	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	**2,469.00**

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90121099	9/1/21	*****0372	Doris Engle Family Ltd Partnership c/o Select 1 Realty	DD - ES	**1,313.00**
90121100	9/1/21	*****3757	Alma B Espiritu	DD - ES	**2,078.00**
90121101	9/1/21	*****4023	Johnathan Espinoza	DD - ES	**1,486.00**
90121102	9/1/21	*****8122	Gerardo M. Esquivel	DD - ES	**1,154.00**
90121103	9/1/21	*****6027	Jianxin Fang	DD - ES	**5,235.00**
90121104	9/1/21	*****1830	Xiangfang Li	DD - ES	**2,547.00**
90121105	9/1/21	*****3602	Favian M. Wong	DD - ES	**1,397.00**
90121106	9/1/21	*****3835	Michael Mao C/O Jing Feng	DD - ES	**2,851.00**
90121107	9/1/21	*****2790	Barbara J. Fierner	DD - ES	**1,775.00**
90121108	9/1/21	*****9447	Joseph Field	DD - ES	**1,137.00**
90121109	9/1/21	*****7691	Hernan Roberto Figueroa	DD - ES	**1,570.00**
90121110	9/1/21	*****0962	Tochia D. Brewster Fleeton	DD - ES	**1,452.00**
90121111	9/1/21	*****5773	Alexander Flowers	DD - ES	**1,333.00**
90121112	9/1/21	*****4032	Fox Creek Apartments	DD - ES	**26,016.00**
90121113	9/1/21	*****4032	Fox Creek Apartments	DD - ES	**4,242.00**
90121114	9/1/21	*****0284	Monica Fraga	DD - ES	**1,775.00**
90121115	9/1/21	*****6894	Rejois O Frazier	DD - ES	**3,671.00**
90121117	9/1/21	*****6265	Mr. Darren Fuller	DD - ES	**1,539.00**
90121118	9/1/21	*****8997	Fan Fuller	DD - ES	**74.00**
90121119	9/1/21	*****9634	Gialene Gaines	DD - ES	**1,750.00**
90121120	9/1/21	*****9590	Aminifu Gamba	DD - ES	**2,677.00**
90121121	9/1/21	*****2189	Kelly Yu Min Gao	DD - ES	**2,646.00**
90121122	9/1/21	*****6981	Adraine Gardner	DD - ES	**1,466.00**
90121123	9/1/21	*****4278	Antoinette L Garcia	DD - ES	**1,212.00**
90121124	9/1/21	*****7036	David Gardner	DD - ES	**3,364.00**
90121125	9/1/21	*****0785	Rupesh Garg	DD - ES	**2,366.00**
90121126	9/1/21	*****2931	William H. Gardiner	DD - ES	**2,204.00**
90121127	9/1/21	*****5111	Gateway Apartments	DD - ES	**5,789.00**
90121128	9/1/21	*****5298	Parvindokht Ghaboulidashti	DD - ES	**1,110.00**
90121129	9/1/21	*****2770	Eva Gholson	DD - ES	**1,738.00**
90121130	9/1/21	*****1145	Vernon or Eva Gholson	DD - ES	**2,631.00**
90121131	9/1/21	*****5958	Jacqueline Gill	DD - ES	**1,486.00**
90121132	9/1/21	*****3566	Mahavir Gill Mahavir S Gill Sr	DD - ES	**5,140.00**
90121133	9/1/21	*****8187	Sukpran Gill	DD - ES	**1,483.00**
90121134	9/1/21	*****6084	Gold A and S LLC	DD - ES	**2,456.00**
90121135	9/1/21	*****6208	Hadiya A Gomez	DD - ES	**846.00**
90121136	9/1/21	*****3032	Jesse Gonzaga	DD - ES	**2,474.00**
90121137	9/1/21	*****2367	Ting Gong	DD - ES	**2,791.00**
90121138	9/1/21	*****6940	Frances Greene	DD - ES	**2,676.00**

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90121139	9/1/21	*****4872	Rodney Green	DD - ES	**935.00**
90121140	9/1/21	*****3361	Rupinder Grewal	DD - ES	**2,972.00**
90121141	9/1/21	*****7325	Patricia Gridley	DD - ES	**760.50**
90121142	9/1/21	*****6305	Italo Grossi	DD - ES	**1,595.00**
90121143	9/1/21	*****6721	Amparo Guardado Cesar Q. Guardado	DD - ES	**1,406.00**
90121144	9/1/21	*****0940	Krystle Guan	DD - ES	**4,076.00**
90121145	9/1/21	*****5987	Bob Gunson Real Estate C/O Julie Hang	DD - ES	**1,397.00**
90121146	9/1/21	*****5267	Abhilash Gupta	DD - ES	**2,421.00**
90121147	9/1/21	*****7930	Donald R. Watson, Sr.	DD - ES	**878.00**
90121148	9/1/21	*****2314	Nicole Hackett	DD - ES	**1,488.00**
90121149	9/1/21	*****6176	Asharfun Nisha Hafiz	DD - ES	**1,597.00**
90121150	9/1/21	*****0457	Jeffrey Paul Hagler	DD - ES	**5,426.00**
90121151	9/1/21	*****9827	Delores Jane Hall	DD - ES	**1,712.00**
90121152	9/1/21	*****6228	David L Hart	DD - ES	**1,939.00**
90121153	9/1/21	*****1769	Lawrence Harrold	DD - ES	**5,832.00**
90121154	9/1/21	*****7423	Delta Hawaii Garden Apartments LLC	DD - ES	**8,152.00**
90121155	9/1/21	*****5859	Chuanhu He	DD - ES	**1,911.00**
90121156	9/1/21	*****0855	Ji Yuan He	DD - ES	**2,026.00**
90121157	9/1/21	*****6728	David T. Hennigan	DD - ES	**15,336.00**
90121158	9/1/21	*****2157	Elias Herrera	DD - ES	**363.00**
90121159	9/1/21	*****1603	Marva Hill	DD - ES	**357.00**
90121160	9/1/21	*****3207	Chainchal Hira	DD - ES	**2,032.00**
90121161	9/1/21	*****6255	Carl E. Hoard II	DD - ES	**1,102.00**
90121162	9/1/21	*****7386	Hanh Huu Hoang	DD - ES	**2,803.00**
90121163	9/1/21	*****5654	Havy S Hoag	DD - ES	**3,096.00**
90121164	9/1/21	*****4106	Albert Ho	DD - ES	**1,746.00**
90121165	9/1/21	*****8576	Joyce Ann Hoffman	DD - ES	**1,316.00**
90121166	9/1/21	*****4543	Ronald G. Holmes	DD - ES	**1,360.00**
90121167	9/1/21	*****7987	SRH Holdings LLC	DD - ES	**3,342.00**
90121168	9/1/21	*****2768	Invitation Homes	DD - ES	**2,101.00**
90121169	9/1/21	*****5700	Tony Ho	DD - ES	**1,367.00**
90121170	9/1/21	*****9956	Cheng Huang	DD - ES	**2,794.00**
90121171	9/1/21	*****8816	Ming Zin Huang	DD - ES	**2,860.00**
90121172	9/1/21	*****7984	Tao Huang	DD - ES	**7,045.00**
90121173	9/1/21	*****7838	Xia Jing Huang	DD - ES	**2,586.00**
90121174	9/1/21	*****9084	Nancy Xiu Zhen Hu	DD - ES	**1,745.00**
90121175	9/1/21	*****6229	Thinh Trieu Huynh	DD - ES	**2,400.00**
90121176	9/1/21	*****0778	IGreen House Inc.	DD - ES	**910.00**
90121177	9/1/21	*****7951	IH5 Property West LP	DD - ES	**3,228.00**

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90121178	9/1/21	*****8323	Keyee Investment LLC	DD - ES	**1,451.00**
90121179	9/1/21	*****1017	LaShon D Irving	DD - ES	**1,991.00**
90121180	9/1/21	*****6821	Michael or Kay Isola	DD - ES	**2,292.00**
90121181	9/1/21	*****4913	Jabbarr Love	DD - ES	**1,778.00**
90121182	9/1/21	*****2036	Brandi Jackson c/o Perry Realty Team	DD - ES	**2,165.00**
90121183	9/1/21	*****1075	Consuelo Marie Jackson	DD - ES	**2,920.00**
90121184	9/1/21	*****5120	Deepika Sameer Jain	DD - ES	**4,838.00**
90121185	9/1/21	*****4910	Sameer Jain	DD - ES	**7,929.00**
90121186	9/1/21	*****3307	Vishal S. Jain	DD - ES	**1,157.00**
90121187	9/1/21	*****1349	Jason Le	DD - ES	**2,611.00**
90121188	9/1/21	*****6917	Jian Xing Zhang	DD - ES	**1,486.00**
90121189	9/1/21	*****3090	Krystal Johnson	DD - ES	**1,942.00**
90121190	9/1/21	*****8569	Ronita Johnson	DD - ES	**1,480.00**
90121191	9/1/21	*****8867	James Jones	DD - ES	**1,486.00**
90121192	9/1/21	*****2434	Sharon Jones	DD - ES	**1,923.00**
90121193	9/1/21	*****4905	Mostaeen B Jouya	DD - ES	**1,700.00**
90121194	9/1/21	*****5647	Om Parkash Kalra	DD - ES	**3,231.00**
90121195	9/1/21	*****8425	Wei Kang	DD - ES	**4,623.00**
90121196	9/1/21	*****7429	Navkirandeep Kaur	DD - ES	**2,163.00**
90121197	9/1/21	*****6180	K. E. M. Group LLC	DD - ES	**1,830.00**
90121198	9/1/21	*****9411	Anthony Keslinke	DD - ES	**3,512.00**
90121199	9/1/21	*****6230	Kevin Moffett	DD - ES	**2,685.00**
90121200	9/1/21	*****2578	Faraz Ali Khan	DD - ES	**1,436.00**
90121201	9/1/21	*****0888	KW Kirker Creek, LLC	DD - ES	**3,015.00**
90121202	9/1/21	*****9221	John N Kitta	DD - ES	**2,784.00**
90121203	9/1/21	*****7475	Qi Yun Kuang	DD - ES	**6,293.00**
90121204	9/1/21	*****8506	Simon Kailiang Kuang	DD - ES	**1,659.00**
90121205	9/1/21	*****9316	Zdzislaw Kujawa	DD - ES	**1,335.00**
90121206	9/1/21	*****2585	Daniel Kwan	DD - ES	**3,371.00**
90121207	9/1/21	*****8326	Thomas LaFleur	DD - ES	**1,480.00**
90121208	9/1/21	*****7845	Chow Kang Lam	DD - ES	**1,415.00**
90121209	9/1/21	*****6520	Shirley Manly-Lampkin	DD - ES	**1,051.00**
90121210	9/1/21	*****7975	Peter C. Larsen	DD - ES	**1,454.00**
90121211	9/1/21	*****2401	Kevin Lassair Terrilyn Lassair	DD - ES	**1,175.00**
90121212	9/1/21	*****4732	Latif, LLC	DD - ES	**2,628.00**
90121213	9/1/21	*****2293	LCSTAR, LLC	DD - ES	**4,910.00**
90121214	9/1/21	*****0984	Dao Tran Le	DD - ES	**2,018.00**
90121215	9/1/21	*****8548	Jack Wai Lee	DD - ES	**2,370.00**
90121216	9/1/21	*****1755	Siu Wan Windytiti Lee	DD - ES	**2,232.00**

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90121217	9/1/21	*****2527	Steven Lee	DD - ES	**1,664.00**
90121218	9/1/21	*****5289	Yuhjen Juang Lee	DD - ES	**1,899.00**
90121219	9/1/21	*****7087	Huy Nguyen Le	DD - ES	**2,461.00**
90121220	9/1/21	*****1860	Lena Le	DD - ES	**806.00**
90121221	9/1/21	*****3782	Joseph C. Lerma	DD - ES	**1,431.00**
90121222	9/1/21	*****3555	Yiping I. and Frederic Leroudier	DD - ES	**1,298.00**
90121223	9/1/21	*****3410	John M. Leung	DD - ES	**7,782.00**
90121224	9/1/21	*****3743	May Leung or Rodney Chen	DD - ES	**3,770.00**
90121225	9/1/21	*****2110	Peter Leung	DD - ES	**2,499.00**
90121226	9/1/21	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	**8,976.00**
90121227	9/1/21	*****0416	Faqiang Li	DD - ES	**2,449.00**
90121228	9/1/21	*****8871	Jie Li	DD - ES	**1,762.00**
90121229	9/1/21	*****7827	Jinhuan Li	DD - ES	**1,505.00**
90121230	9/1/21	*****9346	Joshua Li	DD - ES	**492.00**
90121231	9/1/21	*****2649	Tim Lindstrom c/o AAA Property Management	DD - ES	**1,166.00**
90121232	9/1/21	*****3881	Vivian Y Li	DD - ES	**1,226.00**
90121234	9/1/21	*****0050	Wei Min Li	DD - ES	**1,632.00**
90121235	9/1/21	*****9003	Ying Hong Li	DD - ES	**712.00**
90121236	9/1/21	*****0198	Belkis Zhong Li	DD - ES	**2,078.00**
90121237	9/1/21	*****1646	Paul Long	DD - ES	**2,001.00**
90121238	9/1/21	*****1474	Los Medanos Village Apartments	DD - ES	**14,058.00**
90121239	9/1/21	*****7531	Tony or Yvonne Louie	DD - ES	**1,425.00**
90121240	9/1/21	*****3708	Anthony Charles Loyola	DD - ES	**757.00**
90121241	9/1/21	*****7720	Jose Loza	DD - ES	**883.00**
90121242	9/1/21	*****2354	Andrew Kin Lui	DD - ES	**3,146.00**
90121243	9/1/21	*****4658	Wei Liu Guangxin Frank Liu	DD - ES	**1,482.00**
90121244	9/1/21	*****7843	The Entrust Group, Inc. FBO Theodore Lum IRA (acct #34892)	DD - ES	**721.00**
90121245	9/1/21	*****1821	Curtis H. Lundberg	DD - ES	**555.00**
90121246	9/1/21	*****1494	Xiangwen Lu	DD - ES	**4,962.00**
90121247	9/1/21	*****2147	Chi Vien Ly	DD - ES	**1,301.00**
90121248	9/1/21	*****6525	Madelyn Ann Massey Trustee of the 2017 Massey Family Trust	DD - ES	**1,527.00**
90121249	9/1/21	*****5865	Rakesh Madra	DD - ES	**3,152.00**
90121250	9/1/21	*****2191	Radha Mahesram	DD - ES	**2,176.00**
90121251	9/1/21	*****7358	Mahnoor Tariq	DD - ES	**2,452.00**
90121252	9/1/21	*****4372	Jennifer Leung Ma	DD - ES	**3,662.00**
90121253	9/1/21	*****1989	Jeff Mann	DD - ES	**8,192.00**
90121254	9/1/21	*****5378	Glenn Marshall	DD - ES	**2,403.00**

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90121255	9/1/21	*****2875	Marla Y Harrison	DD - ES	**527.00**
90121256	9/1/21	*****4697	Elisa Aurora Martinez	DD - ES	**2,746.00**
90121257	9/1/21	*****9206	Demetria d Mason	DD - ES	**3,008.00**
90121258	9/1/21	*****9994	Matthew Lui	DD - ES	**1,647.00**
90121259	9/1/21	*****6768	Matrixone Realty	DD - ES	**1,036.00**
90121261	9/1/21	*****5255	Helen McCarthy	DD - ES	**1,933.00**
90121262	9/1/21	*****1152	Janice K McLean	DD - ES	**372.00**
90121263	9/1/21	*****4675	Meadow Glen Apartments	DD - ES	**1,918.00**
90121264	9/1/21	*****9866	Tatung Mei	DD - ES	**3,564.00**
90121265	9/1/21	*****5245	Jinyu Meng	DD - ES	**1,653.00**
90121266	9/1/21	*****4885	Sabine Menzel	DD - ES	**3,709.00**
90121267	9/1/21	*****0133	Mercedes P. Johnson	DD - ES	**617.00**
90121268	9/1/21	*****8272	Hector Meza	DD - ES	**932.00**
90121269	9/1/21	*****9885	Andrew S Miloslavich	DD - ES	**1,648.00**
90121270	9/1/21	*****7437	Perchak Properties for Carol Miller	DD - ES	**2,244.00**
90121271	9/1/21	*****4000	Millennium Homes	DD - ES	**2,012.00**
90121272	9/1/21	*****9782	Maryann Miller	DD - ES	**1,856.00**
90121273	9/1/21	*****2618	Carlos J Miranda	DD - ES	**660.00**
90121274	9/1/21	*****0772	Hassan Mirabedi	DD - ES	**7,781.00**
90121275	9/1/21	*****6741	Gwendolyn Mitchell	DD - ES	**4,351.00**
90121276	9/1/21	*****4885	Momin Raees	DD - ES	**1,824.00**
90121277	9/1/21	*****0985	Rodney Montgomery or Sharon Montgomery	DD - ES	**1,447.00**
90121278	9/1/21	*****4676	Erik L Morris	DD - ES	**1,874.00**
90121279	9/1/21	*****3624	Diane Morin	DD - ES	**1,990.00**
90121280	9/1/21	*****8820	Brien Brothers, LLC C/O Mynd Management, IC.	DD - ES	**803.00**
90121281	9/1/21	*****1388	Mynd Management Inc,	DD - ES	**4,158.00**
90121282	9/1/21	*****0105	Ehsan Nabkel	DD - ES	**3,552.00**
90121283	9/1/21	*****6234	Shinder Paul Narabut	DD - ES	**6,828.00**
90121284	9/1/21	*****0054	NC Associates, Inc.	DD - ES	**16,522.00**
90121285	9/1/21	*****9180	Michael Nelson	DD - ES	**2,938.00**
90121286	9/1/21	*****5257	Guy Nesbeth	DD - ES	**1,741.00**
90121287	9/1/21	*****1072	Dominic Y Ng	DD - ES	**2,857.00**
90121288	9/1/21	*****3604	Knowland Ging Ng	DD - ES	**4,033.00**
90121289	9/1/21	*****8594	Patrick Ng Mike Perry, Property Manager	DD - ES	**1,321.00**
90121290	9/1/21	*****0738	Hieu Nguyen	DD - ES	**1,642.00**
90121291	9/1/21	*****7154	Huy Quang Nguyen	DD - ES	**2,162.00**
90121292	9/1/21	*****8307	Mai Thi Thanh Nguyen	DD - ES	**1,925.00**
90121293	9/1/21	*****4366	Quyen Nguyen	DD - ES	**1,857.00**
90121294	9/1/21	*****8241	Tieu Nguyen	DD - ES	**688.00**

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90121295	9/1/21	*****2660	Nichole Nicholson	DD - ES	**2,500.00**
90121296	9/1/21	*****7265	Ernest Nichols III	DD - ES	**3,323.00**
90121297	9/1/21	*****6497	Peter Niloufari	DD - ES	**5,420.00**
90121299	9/1/21	*****8129	Kevin Nord	DD - ES	**1,690.00**
90121300	9/1/21	*****0056	Richard A Norte	DD - ES	**1,772.00**
90121301	9/1/21	*****2286	North State Financial, Inc.	DD - ES	**1,094.00**
90121302	9/1/21	*****7171	New Way Management Services, Inc.	DD - ES	**23,871.00**
90121303	9/1/21	*****0056	Sheryl O'Brien	DD - ES	**882.00**
90121304	9/1/21	*****1194	Jennifer Odei	DD - ES	**1,434.00**
90121305	9/1/21	*****5572	Dwight J Owens	DD - ES	**643.00**
90121306	9/1/21	*****1780	Diane Oles	DD - ES	**2,105.00**
90121307	9/1/21	*****4543	Esosa A. Omokaro	DD - ES	**1,932.00**
90121308	9/1/21	*****3741	Sandra L Ortiz	DD - ES	**1,785.00**
90121309	9/1/21	*****1081	Chinenye Osuagwu	DD - ES	**2,716.00**
90121310	9/1/21	*****9139	Olubukola Amoke Oyebade	DD - ES	**2,517.00**
90121311	9/1/21	*****3324	Mutlu Ozer	DD - ES	**1,944.00**
90121312	9/1/21	*****6009	Diablo Pacific, Inc.	DD - ES	**3,297.00**
90121313	9/1/21	*****4083	Pacific Living, LLC	DD - ES	**2,769.00**
90121314	9/1/21	*****7811	Hemangini & Vijendra Patel	DD - ES	**2,522.00**
90121315	9/1/21	*****0885	Kokila Patel	DD - ES	**787.00**
90121316	9/1/21	*****0346	Patiala, LLC Deepinder Kaur or Ajay Singh	DD - ES	**1,282.00**
90121317	9/1/21	*****8684	Virendra M. Patel	DD - ES	**574.00**
90121318	9/1/21	*****8047	Jason Pauline	DD - ES	**1,760.00**
90121319	9/1/21	*****3189	Loycell Peacock	DD - ES	**1,391.00**
90121320	9/1/21	*****5165	Scott Pease	DD - ES	**1,272.00**
90121321	9/1/21	*****8805	Alonso R. Perez	DD - ES	**1,486.00**
90121322	9/1/21	*****3278	Maria Del Carmen Perez	DD - ES	**603.00**
90121323	9/1/21	*****6784	Lowde Y. Perkins	DD - ES	**922.00**
90121324	9/1/21	*****4893	Cong Thi Pham	DD - ES	**1,922.00**
90121325	9/1/21	*****5884	May K. Pho	DD - ES	**2,583.00**
90121326	9/1/21	*****0958	Pittsburg Park Apartments	DD - ES	**2,954.00**
90121327	9/1/21	*****2744	SK Pittsburg Bay Point SK Pittsburg Bay Point	DD - ES	**1,458.00**
90121328	9/1/21	*****1097	Bay Point Orphans Fund, LLC	DD - ES	**1,712.00**
90121329	9/1/21	*****8826	Prime Metropolis Properties, Inc.	DD - ES	**2,939.00**
90121330	9/1/21	*****2849	IH5 Property West LP	DD - ES	**1,769.00**
90121331	9/1/21	*****3398	Marples Property Management	DD - ES	**1,700.00**
90121332	9/1/21	*****4650	A. Meadows Property Management	DD - ES	**3,293.00**
90121333	9/1/21	*****6551	Parks Properties	DD - ES	**1,711.00**
90121334	9/1/21	*****7789	Stokley Properties LLC Harbor	DD - ES	**3,174.00**

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90121335	9/1/21	*****8055	Property Upsurge, Inc.	DD - ES	**4,252.00**
90121336	9/1/21	*****0782	Amjad Qaqish	DD - ES	**835.00**
90121337	9/1/21	*****9542	Sam or Sonia Quinones	DD - ES	**1,800.00**
90121338	9/1/21	*****4029	Amos Radford	DD - ES	**1,387.00**
90121339	9/1/21	*****1034	Kuljit P Raju	DD - ES	**1,819.00**
90121340	9/1/21	*****2261	Paramjit K. Raju	DD - ES	**3,054.00**
90121341	9/1/21	*****3452	Christopher Ramirez	DD - ES	**2,042.00**
90121342	9/1/21	*****8489	Enrique or Stacy Ramirez	DD - ES	**1,177.00**
90121343	9/1/21	*****2162	Erika Ramirez	DD - ES	**1,270.00**
90121345	9/1/21	*****2283	Rohini Ram-Cline	DD - ES	**1,957.00**
90121346	9/1/21	*****6068	David Raughton	DD - ES	**1,933.00**
90121347	9/1/21	*****8337	RayCaro Inc.	DD - ES	**1,581.00**
90121348	9/1/21	*****8227	Croskey Real Estate, Inc.	DD - ES	**1,605.00**
90121349	9/1/21	*****6703	Amerasia Real Estate Fund LLC	DD - ES	**3,628.00**
90121350	9/1/21	*****7083	Reliant - Woods Grove, LP	DD - ES	**20,187.00**
90121351	9/1/21	*****7349	Eric Franklin Remson	DD - ES	**538.00**
90121352	9/1/21	*****9321	Roger Riley	DD - ES	**1,901.00**
90121353	9/1/21	*****4562	Rising Investments LLC	DD - ES	**6,843.00**
90121354	9/1/21	*****4809	Robert W. Daniels	DD - ES	**2,679.00**
90121355	9/1/21	*****0694	Jason Ruffin	DD - ES	**2,504.00**
90121356	9/1/21	*****4579	Elvira Ruiz	DD - ES	**1,746.00**
90121357	9/1/21	*****5248	Constance Russell	DD - ES	**2,300.00**
90121358	9/1/21	*****8536	Ms. Meuy Saelee	DD - ES	**2,891.00**
90121359	9/1/21	*****3871	Maridel P Santos	DD - ES	**1,649.00**
90121360	9/1/21	*****7615	Gregory Paul Schulz	DD - ES	**1,188.00**
90121361	9/1/21	*****9954	Richard M. Sciortino	DD - ES	**2,284.00**
90121362	9/1/21	*****7031	Jacqueline Selinger	DD - ES	**1,419.00**
90121363	9/1/21	*****5346	Young Sook Seroy	DD - ES	**1,314.00**
90121364	9/1/21	*****6765	SETRC, LLC	DD - ES	**2,559.00**
90121365	9/1/21	*****1446	Mohinder Sharma	DD - ES	**1,007.00**
90121366	9/1/21	*****7239	Shailesh & Bela Patel	DD - ES	**1,510.00**
90121367	9/1/21	*****1357	Mohammad Shekib	DD - ES	**1,939.00**
90121368	9/1/21	*****5981	Yihui Shi	DD - ES	**1,535.00**
90121369	9/1/21	*****5994	Shorten Investments LLC	DD - ES	**5,455.00**
90121370	9/1/21	*****7396	Sierra Pacific Properties Inc Sierra Pacific Properties Inc	DD - ES	**9,313.00**
90121371	9/1/21	*****7789	Siena Court Apartments	DD - ES	**14,571.00**
90121372	9/1/21	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	**4,505.00**
90121373	9/1/21	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	**27,122.00**
90121374	9/1/21	*****6650	Frank M. Siino	DD - ES	**982.00**

90121375	9/1/21	*****8035	Joseph Michael Siino	DD - ES	**1,530.00**
90121376	9/1/21	*****5399	Gloria Silva	DD - ES	**739.00**
90121377	9/1/21	*****8407	Marc J. Simpson	DD - ES	**1,688.00**
90121378	9/1/21	*****6058	Son Singh	DD - ES	**1,500.00**
90121379	9/1/21	*****0700	Crystal Situ	DD - ES	**1,270.00**
90121380	9/1/21	*****3853	Lakesha Michelle Smith Lionel R Smith	DD - ES	**1,975.00**
90121381	9/1/21	*****4970	Molly Smith	DD - ES	**1,898.00**
90121382	9/1/21	*****9092	Sherritta M Smith	DD - ES	**945.00**
90121383	9/1/21	*****2032	Cinthia Sosa	DD - ES	**2,473.00**
90121384	9/1/21	*****6977	Angela E. Robinson-Spencer	DD - ES	**2,131.00**
90121386	9/1/21	*****5343	Deborah Steppe	DD - ES	**1,784.00**
90121387	9/1/21	*****5308	Darice Streeter c/o R R Rentals	DD - ES	**1,900.00**
90121389	9/1/21	*****8216	Abby Sukarto	DD - ES	**3,581.00**
90121390	9/1/21	*****1808	Jezzy Sukaemi	DD - ES	**2,564.00**
90121391	9/1/21	*****7479	Ms. Li Su	DD - ES	**1,351.00**
90121392	9/1/21	*****1235	Summit Venture Group, LLC	DD - ES	**2,701.00**
90121393	9/1/21	*****6168	Kamaljeet Surila	DD - ES	**1,754.00**
90121394	9/1/21	*****0804	Svetlana Kondratiouk	DD - ES	**3,040.00**
90121395	9/1/21	*****0399	Joyce Hui Sy	DD - ES	**7,104.00**
90121396	9/1/21	*****3065	Tasharie C. Ameral	DD - ES	**1,609.00**
90121397	9/1/21	*****9166	Ms. Natasha Terry	DD - ES	**2,675.00**
90121398	9/1/21	*****2164	Quyen Minh Thai	DD - ES	**2,875.00**
90121399	9/1/21	*****9314	Silvia Thein and Ada Choi	DD - ES	**2,200.00**
90121400	9/1/21	*****7191	Tequila Nashannon Thornton	DD - ES	**2,654.00**
90121401	9/1/21	*****4049	ChingJen Tong	DD - ES	**2,229.00**
90121402	9/1/21	*****1714	Yoway Wilson Tong	DD - ES	**1,486.00**
90121403	9/1/21	*****1405	Lourdes or Raymond Tovar	DD - ES	**1,639.00**
90121404	9/1/21	*****2094	Raphael Minhtuyen Tran	DD - ES	**3,025.00**
90121405	9/1/21	*****8623	Richard Tran	DD - ES	**2,783.00**
90121406	9/1/21	*****1327	Thuy Tran	DD - ES	**1,148.00**
90121407	9/1/21	*****6165	Thanh Van Trinh	DD - ES	**1,422.00**
90121408	9/1/21	*****5313	Sean Thuyet Truong	DD - ES	**1,094.00**
90121409	9/1/21	*****9321	Van Truong	DD - ES	**1,717.00**
90121410	9/1/21	*****6917	Erica Uschold	DD - ES	**2,613.00**
90121411	9/1/21	*****4582	Lidia Valladares	DD - ES	**1,169.00**
90121412	9/1/21	*****0250	Victor D Valenzuela	DD - ES	**1,498.00**
90121413	9/1/21	*****3371	Gary D. Vasconcellos	DD - ES	**1,550.00**
90121414	9/1/21	*****9682	Nuno G Vieira	DD - ES	**4,328.00**
90121415	9/1/21	*****7391	Kim Uyen Minh Vu	DD - ES	**1,212.00**

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90121416	9/1/21	*****2720	Stephen Cordell Wafer	DD - ES	**1,205.00**
90121417	9/1/21	*****6924	Lining Wan	DD - ES	**2,578.00**
90121418	9/1/21	*****6945	Wei Wang	DD - ES	**2,032.00**
90121419	9/1/21	*****1634	Yu Ruo Wang	DD - ES	**1,781.00**
90121420	9/1/21	*****7593	Ms. Brigitte Warren C/O Perry Realty Team	DD - ES	**3,766.00**
90121421	9/1/21	*****5502	Mildred Lucille Washington	DD - ES	**1,996.00**
90121423	9/1/21	*****4384	Wenying Chang	DD - ES	**3,422.00**
90121424	9/1/21	*****5295	Holly Wen	DD - ES	**651.00**
90121425	9/1/21	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	**4,904.00**
90121426	9/1/21	*****6220	Fenny Wijayanti	DD - ES	**1,690.00**
90121427	9/1/21	*****7867	Ms Adrienne Wilson C/O Gabe Essoe	DD - ES	**1,951.00**
90121428	9/1/21	*****5057	Kathleen and John Wilson	DD - ES	**936.00**
90121429	9/1/21	*****8702	Kathy D. Williams	DD - ES	**2,500.00**
90121430	9/1/21	*****5480	Tasia La Vonda Williams	DD - ES	**2,564.00**
90121431	9/1/21	*****5026	Windeler Development Group, Inc.	DD - ES	**999.00**
90121432	9/1/21	*****1157	Har Pan Wong	DD - ES	**8,941.00**
90121433	9/1/21	*****6356	Joanne Wong	DD - ES	**1,522.00**
90121434	9/1/21	*****1060	Kinney Ming Wong	DD - ES	**508.00**
90121435	9/1/21	*****2784	Vincent Wong	DD - ES	**1,818.00**
90121436	9/1/21	*****3962	Hong Wu	DD - ES	**3,728.00**
90121437	9/1/21	*****3698	Zhang Jin Wu	DD - ES	**2,701.00**
90121438	9/1/21	*****2556	Drewcillia Wyatt	DD - ES	**3,942.00**
90121439	9/1/21	*****2651	Sheree Wynn	DD - ES	**2,210.00**
90121440	9/1/21	*****4644	Chao Xu	DD - ES	**2,656.00**
90121441	9/1/21	*****3880	Ping Ping Xu Keming Wang	DD - ES	**2,725.00**
90121442	9/1/21	*****5087	Zhou Xu	DD - ES	**2,853.00**
90121443	9/1/21	*****4383	Yifan Ye Mike Perry, Property Manager	DD - ES	**2,512.00**
90121444	9/1/21	*****6779	Sally Yip	DD - ES	**912.00**
90121445	9/1/21	*****6210	Yong Qiang Lu	DD - ES	**1,778.00**
90121446	9/1/21	*****6178	Chris Kui You	DD - ES	**2,376.00**
90121447	9/1/21	*****7622	Yee Yue Cheung	DD - ES	**1,295.00**
90121448	9/1/21	*****8664	Mohammad Zalmaiyar	DD - ES	**2,455.00**
90121449	9/1/21	*****8685	Feng Zhang	DD - ES	**2,726.00**
90121450	9/1/21	*****7638	Jielu Zhao	DD - ES	**1,412.00**
90121451	9/1/21	*****2407	Katherine Zhao	DD - ES	**2,721.00**
90121452	9/1/21	*****2940	Wei Bin Zhang or Gao Wei	DD - ES	**1,749.00**
90121453	9/1/21	*****3259	Xirong Zhao	DD - ES	**1,795.00**

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90121454	9/1/21	*****5640	Yan Zhang	DD - ES	**1,637.00**
90121455	9/1/21	*****4367	Xiang Yang Zheng	DD - ES	**1,899.00**
90121456	9/1/21	*****9263	Zhixing Li	DD - ES	**2,441.00**
90121457	9/1/21	*****3830	Joy Yi Zhou	DD - ES	**1,932.00**
90121458	9/1/21	*****7805	Shengguo Zhu	DD - ES	**5,365.00**
90121459	9/1/21	*****6132	Ying Zhu Ying Zhu	DD - ES	**4,976.00**
90121460	9/1/21	*****4651	Weijie Zhang	DD - ES	**1,333.00**

Housing Choice Voucher

HAP	1,503,150.87
UR	8,590.70
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	366.85
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	2.00
All Payments	**$1,512,110.42**

Check Summary

September 1, 2021

Check Number	Check Date	Payee Tax ID	Payee		**Amount**
VASH					
152900	9/1/21	*****2062	John M Ferguson		**71.00**
152911	9/1/21	*****5735	Michael Wimmer		**122.00**
152922	9/1/21	*****9543	Steven Williamson		**52.00**
152926	9/1/21	*****7845	Troy Mills		**29.00**
152982	9/1/21	*****9325	JOW & AAW, LLC		**2,109.00**
152984	9/1/21	*****9326	Western Addition Apartments, LLC		**1,483.00**
152987	9/1/21	*****9810	Alameda County Housing Authority		**-65.38**
152988	9/1/21	*****1636	Jimmy Bhatia		**1,172.00**
152989	9/1/21	*****2361	George Edward Cole		**1,267.00**
153006	9/1/21	*****2116	MSR Rental Properties, LLC C/O EEN Property Management		**1,700.00**
153019	9/1/21	*****7378	Marina Heights Apartments, LP		**4,330.00**
153020	9/1/21	*****7378	Marina Heights Apartments, LP		**3,181.00**
153021	9/1/21	*****7378	Marina Heights Apartments, LP		**1,103.00**
90121011	9/1/21	*****4636	Felipe Amarante	DD - ES	**1,483.00**
90121023	9/1/21	*****3909	Ken Bartlett	DD - ES	**1,398.00**
90121028	9/1/21	*****7492	Adrienne Kelly Belton	DD - ES	**720.00**

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90121037	9/1/21	*****7075	Som N Bhatia	DD - ES	**1,261.00**
90121051	9/1/21	*****8860	Joe Burns	DD - ES	**862.00**
90121052	9/1/21	*****2513	Clara Beatriz Cardenas	DD - ES	**1,500.00**
90121073	9/1/21	*****0746	Contra Costa County Housing Authority	DD - ES	**-2,416.84**
90121074	9/1/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**3,729.00**
90121075	9/1/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**5,515.00**
90121076	9/1/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**6,845.00**
90121092	9/1/21	*****9507	Olga M. Disney	DD - ES	**1,354.00**
90121098	9/1/21	*****3406	Mercy Housing California XXXVIII East Leland Court Apartments	DD - ES	**600.00**
90121113	9/1/21	*****4032	Fox Creek Apartments	DD - ES	**789.00**
90121116	9/1/21	*****4432	FFR Investments LLC	DD - ES	**1,822.00**
90121127	9/1/21	*****5111	Gateway Apartments	DD - ES	**3,418.00**
90121146	9/1/21	*****5267	Abhilash Gupta	DD - ES	**1,729.00**
90121157	9/1/21	*****6728	David T. Hennigan	DD - ES	**4,959.00**
90121222	9/1/21	*****3555	Yiping I. and Frederic Leroudier	DD - ES	**2,472.00**
90121226	9/1/21	*****3386	James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments	DD - ES	**1,142.00**
90121233	9/1/21	*****1547	Paul Livson	DD - ES	**3,074.00**
90121246	9/1/21	*****1494	Xiangwen Lu	DD - ES	**3,538.00**
90121260	9/1/21	*****2242	James McDonald	DD - ES	**1,500.00**
90121298	9/1/21	*****9886	Northstar Financial Group, LLC	DD - ES	**403.00**
90121344	9/1/21	*****7228	Ramsey Horton	DD - ES	**1,685.00**
90121349	9/1/21	*****6703	Amerasia Real Estate Fund LLC	DD - ES	**1,662.00**
90121350	9/1/21	*****7083	Reliant - Woods Grove, LP	DD - ES	**2,684.00**
90121370	9/1/21	*****7396	Sierra Pacific Properties Inc Sierra Pacific Properties Inc	DD - ES	**3,835.00**
90121371	9/1/21	*****7789	Siena Court Apartments	DD - ES	**1,165.00**
90121372	9/1/21	*****7396	Sierra Pacific Properties Peppertree Apartments	DD - ES	**2,815.00**
90121373	9/1/21	*****7396	Sierra Pacific Properties Woodland Hills Apartments	DD - ES	**1,893.00**
90121385	9/1/21	*****3465	Ramzi D Srouji	DD - ES	**1,957.00**
90121388	9/1/21	*****0437	Suisun City Housing Authority	DD - ES	**1,420.44**
90121404	9/1/21	*****2094	Raphael Minhtuyen Tran	DD - ES	**1,713.00**
90121422	9/1/21	*****4563	Isidoro Weitzman	DD - ES	**1,957.00**
90121425	9/1/21	*****4908	Lewis White & Ruth White Elma Ruth White	DD - ES	**1,550.00**

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VASH	HAP	87,917.22
	UR	274.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	395.00
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	**$88,586.22**

Grand Total		
	HAP	1,591,068.09
	UR	8,864.70
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	761.85
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	2.00
	All Payments	**$1,600,696.64**

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Check Summary

September 1, 2021

	Check Number	Check Date	Payee Tax ID	Payee		Amount
Housing Choice Voucher						
*	90121461	9/1/21	*****2521	Belmont Apartments	DD - ES	**3,198.00**
	90121462	9/1/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**0.00**
	90121463	9/1/21	*****1004	Brigitte P. Doan	DD - ES	**2,600.00**
	90121464	9/1/21	*****1769	Lawrence Harrold	DD - ES	**266.00**
	90121465	9/1/21	*****3097	Silvester C. Henderson	DD - ES	**3,228.00**
	90121466	9/1/21	*****6494	Dorothy McDonald	DD - ES	**1,973.00**
	90121467	9/1/21	*****7083	Reliant - Woods Grove, LP	DD - ES	**2,847.00**
	90121468	9/1/21	*****9215	Kameryn Victoria Ray	DD - ES	**2,217.00**
	90121469	9/1/21	*****7479	Ms. Li Su	DD - ES	**173.00**

Housing Choice Voucher	
HAP	16,329.00
UR	0.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	0.00
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	173.00
All Payments	**$16,502.00**

Grand Total

HAP	16,329.00
UR	0.00
Damage Claim	0.00
Vacancy Claim	0.00
Administrative Fee	0.00
FSS Escrow Account	0.00
Shelter Plus Security Deposit	0.00
Other	173.00
All Payments	**$16,502.00**

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Check Summary

September 15, 2021

	Check Number	Check Date	Payee Tax ID	Payee		Amount
Housing Choice Voucher						
*	50000	9/15/21	*****7944	Sakari M Lewis		**70.00**
	50001	9/15/21	*****8574	Alamo Square Apartments LLC		**3,692.00**
*	91521001	9/15/21	*****2521	Belmont Apartments	DD - ES	**1,576.00**
	91521002	9/15/21	*****3772	Creekside Apartment Investors LLC DBA Creekside Village	DD - ES	**442.00**
	91521003	9/15/21	*****7083	Reliant - Woods Grove, LP	DD - ES	**675.00**
	91521004	9/15/21	*****6283	Yun Teng Weijie Zhang	DD - ES	**1,653.00**

Housing Choice Voucher	HAP	8,038.00
	UR	70.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	0.00
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	**$8,108.00**

Grand Total		
	HAP	8,038.00
	UR	70.00
	Damage Claim	0.00
	Vacancy Claim	0.00
	Administrative Fee	0.00
	FSS Escrow Account	0.00
	Shelter Plus Security Deposit	0.00
	Other	0.00
	All Payments	**$8,108.00**

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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 Housing Authority Resolution Establishing an Interest-Bearing Money Market Account to Serve as Collateral for a Housing Authority Line of Credit

MEETING DATE: November 15, 2021

EXECUTIVE SUMMARY

Pursuant to a 2020 audit by the US Department of Housing and Urban Development (HUD), the Housing Authority of the City of Pittsburg (Housing Authority) is required to establish a stand-along interest-bearing account. Bank of the West requires that a line of credit is established to cover temporary shortages in a stand-alone interest-bearing account and that line of credit requires a $500,000 interest bearing money market account be established to serve as collateral.

FISCAL IMPACT

The annual cost of establishing a line credit is $250, plus applicable interest charges on borrowed funds.

There is no fiscal impact to the General Fund in creating a separate interest-bearing money market account. Funds set aside as collateral will continue to earn investment income.

RECOMMENDATION

The Housing Authority Board approve the Resolution, establishing a Line of credit with a $500,000 limit, and establishing a separate, interest-bearing money market account to serve as collateral for Housing Authority's line of credit.

BACKGROUND

The Housing Authority was audited by the HUD in 2020 and was found to be out of compliance with the HUD requirement that Housing Choice Voucher (HCV) monies received by the Housing Authority be deposited in a separate, interest-bearing account.

Currently, Housing Authority monies are deposited in the City's pooled cash accounts. This allows the total pooled cash to cover any temporary shortfalls caused by timing differences in payments received from HUD and payments made to landlords. HUD makes payments to the Housing Authority, estimating rents, and trues up these estimates on a periodic basis. When the estimates are less than the actual rent payments due to landlords, a temporary shortfall is created.

When the monies received from HUD are moved to a separate, interest-bearing account, as required by HUD, there will be a need for a line of credit to be established to cover these temporary timing differences. In establishing of a line of credit for the Housing Authority, Bank of the West is requiring that $500,000 be set aside in a separate, interest-bearing account to serve as collateral for the line of credit.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

Establishing the line of credit as collateral to cover the stand-alone, interest-bearing money market account to which HCV monies may be deposited and from which assistance may be disbursed, will comply with HUD requirements and satisfy HUD's 2020 audit finding. Maintaining compliance will ensure the Housing Authority's ability to continue its program that serves approximately 1,000 households.

Upon dissolution of the former Redevelopment Agency of the City of Pittsburg (Agency), the City elected to transfer, and the Housing Authority accepted all rights, responsibilities, and function related to housing previously performed by the Agency, pursuant to City Council Resolution 12-11753 and Housing Authority Resolution 12-261. There are adequate funds in the Housing Successor Agency Fund Balance to serve as collateral for the line of credit.There are adequate funds in the Housing Successor Agency Fund Balance to serve as collateral for the line of credit.

ATTACHMENTS: Resolution

Report Prepared By: Paul Rodrigues, Finance Director

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

In the Matter of:

Establishing an Interest-Bearing Money Market Account to Serve as Collateral for a Housing Authority Line of Credit	)))	RESOLUTION NO. 21-

WHEREAS, the Housing Authority of the City of Pittsburg (Housing Authority) was audited by the US Department of Housing and Urban Development (HUD) in 2020 and was found to be out of compliance with the HUD requirement that Housing Choice Voucher (HCV) monies received by the Housing Authority be deposited in a separate, interest-bearing account; and

WHEREAS, HUD makes payments to the Housing Authority, estimating rents, and trues up these estimates on a periodic basis. When the estimates are less than the actual rent payments due to landlords, a temporary shortfall is created; and

WHEREAS, to cover these temporary timing differences and avoid disruption to the program, staff proposes to establish a line of credit as a source of funding pending payments from HUD, using up to $500,000 of Housing Successor Agency funds as collateral to secure the line of credit; and

WHEREAS, upon dissolution of the former Redevelopment Agency of the City of Pittsburg (Agency), the City elected to transfer, and the Housing Authority accepted all rights, responsibilities, and function related to housing previously performed by the Agency, pursuant to City Council Resolution 12-11753 and Housing Authority Resolution 12-261. There are adequate funds in the Housing Successor Agency Fund Balance to serve as collateral for the line of credit.

NOW, THEREFORE BE IT RESOLVED that the Housing Authority Governing Board hereby authorizes the Executive Director to establish a line of credit and pledge up to $500,000 of Housing Successor Agency funds as collateral for the line of credit to cover potential short-term cash shortfalls due to timing differences in payments by HUD to the Housing Authority's Housing Choice Vouchers Program checking account.

PASSED AND ADOPTED by the Housing Authority Governing Board at a regular meeting on the 15th day of November 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Chair

ATTEST:

Alice E. Evenson, Agency Secretary

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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Housing Authority Resolution Authorizing Execution of an Agreement Between the Housing Authority and Yardi Systems, Inc. for Procurement of a Voyager SaaS Select Software

MEETING DATE: November 15, 2021

EXECUTIVE SUMMARY

The Housing Authority of the City of Pittsburg (Housing Authority) is looking to improve its operations by replacing its operating software and is proposing to execute an agreement (Agreement) with Yardi Systems, Inc (Yardi).

FISCAL IMPACT

The cost of this Agreement is $46,978 per year with a five-year contract term with an annual cost escalator of the lesser of COLA of CPI-W or 3%. There is also a onetime set-up fee of $61,300 for the implementation, conversion, support and training. The total initial cost will be $108,278. The Housing Authority's budget for fiscal year 2021-22 does not include an allocation for this purchase. This additional cost will be funded by the Cares Act funds provided by the US Department of Housing and Urban Development (HUD) to the Housing Authority, which must be expensed by December 2021.

RECOMMENDATION

Authorize the Executive Director to execute the Agreement between the Housing Authority and Yardi for a 5-year term for subscription to Yardi's Voyager SaaS Select Software.

BACKGROUND

The Housing Authority and Finance Staff are currently utilizing HAPPY Software, also known as MRI or Housing Pro. For many years, Finance staff have experienced numerous challenges reconciling the general ledger activity with the reporting tools utilized in the HAPPY software because HAPPY and Finance's accounting system, Eden, are not exchanging accurate information. Staff must utilize manual input procedures to enter information. As a result, the HAPPY software has been under-reporting the Housing Authority's actual expenses; thereby resulting in HUD underfunding the Housing Authority's

actual expenses. This issue, among other inefficiency issues were revealed in an audit by the Quality Assurance Division (QAD) of HUD in January 2020.

SUBCOMMITTEE FINDINGS

This item was presented to the Finance Subcommittee on October 15, 2021.

STAFF ANALYSIS

This browser- based system combines accounting and property management information in one centralized database. Global access ensures faster processing and allows staff to run real-time reports. System-wide transparency allows site staff and supervisors to work efficiently, streamline workflows, and communicate easily across the agency. Yardi has dedicated user forum events for its housing authority clients regularly. The Yardi Advanced Solution Conferences (YASC) bring together clients and Yardi staff for industry updates, software training, and development discussions. Throughout the pandemic, Yardi offered these conferences as free online events to support its clients during travel restrictions. The most recent global digital YASC attracted 17,000 participants from 2,500 organizations in 58 countries. The Yardi Voyager Software is installed in many municipal and private organizations throughout the world.

The Housing Authority selected Yardi because its Voyager public housing agency (PHA) product is used by several housing authorities such as the Contra Costa County Housing Authority, Oakland Housing Authority, Sacramento Housing & Redevelopment Agency, San Joaquin County Housing Authority and Fresno Housing Authority. In addition, one local property management company (Sierra Pacific) uses it for the property management operation of their properties.

Yardi Voyager produces dynamic, real-time reports to meet the HUD requirements. Here are some other features:

- The only comprehensive platform for accounting, compliance, and agency management from a sole-source vendor
- Full business solution with flexibility to add a suite of built-in Yardi products and services
- Streamlined 50058 compliance for PHA and Housing Choice Voucher.
- Hundreds of standard reports and custom analytics with drilldown to transaction level
- Yardi uses multiple proven, SSAE 18-audited facilities to ensure availability and security for your data environments.
- Yardi assigns a support team dedicated to the PHA industry. An annual block of support hours via a toll-free hotline, email, and our support website during local business hours is included; occasional or ongoing extended support is available.

Because Yardi is a cloud-based system, the Housing Authority will be able to reduce its dependence for internal IT support and eliminate the need to maintain and replace its server.

Although the yearly subscription costs are approximately $9,000 higher than the HAPPY software, the cost savings of not having to purchase a new server and reducing the Housing Authority’s dependence on IT staff to maintain the server and software system will offset any future increases.

Attachments: Yardi Purchase Order Form
Yardi Master Customer Agreement

Report Prepared By: Bruce Smargiasso, Housing Manager

Reviewed By: Paul Rodrigues, Director of Finance

BEFORE THE HOUSING AUTHORITY OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of an Agreement Between the Housing Authority and Yardi Systems, Inc. for Procurement of Voyager SaaS Select Software	))))	Resolution No. 21-

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was approved and established the Coronavirus Relief Fund and appropriated $150 billion to be used to make payments for specified uses to states and certain local governments; and

WHEREAS, the total supplemental appropriation for the Housing Choice Voucher (HCV) Program is $1.25 billion; and

WHEREAS, the CARES Act provides additional appropriations for housing assistance payments and administrative fee funding to prevent, prepare for, and respond to coronavirus; and

WHEREAS, currently eligible HCV administrative costs include necessary upgrades to information technology or computer systems to enhance telework capacities and to carry-out HCV Program responsibilities; and

WHEREAS, the Housing Authority and Finance Staff are currently utilizing HAPPY Software, which has created challenges in reconciling the general ledger activity with the reporting tools utilized in the HAPPY software, and staff must utilize manual input procedures to enter information; and

WHEREAS, on October 15, 2021, staff presented to the Finance subcommittee the proposal to change software and upgrade to Yardi in order to adopt the enhanced capabilities and improve the accuracy and control of the required financial reporting to HUD; and

WHEREAS, the Housing Authority proposes to replace its current operating software using the CARES Act funds.

NOW, THEREFORE BE IT RESOLVED that the Governing Board of the Housing Authority of the City of Pittsburg hereby authorizes the execution of the attached contract with Yardi Systems, Inc.

PASSED AND ADOPTED by the Governing Board of the Housing Authority of the City of Pittsburg at a regular meeting on the 15th day of November 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Chair

ATTEST:

_____
Alice E. Evenson, City Clerk

SAAS SUBSCRIPTION AGREEMENT

Yardi Systems, Inc., a California corporation headquartered at 430 South Fairview Avenue, Goleta, CA 93117 ("**Yardi**"), and

City of Pittsburg Housing Authority ("Client")
916 Cumberland Street
Pittsburg, CA 94565

enter into this agreement including any schedules, exhibits or other attachments (this "**Agreement**") effective as of the Effective Date [defined in section 1 (Definitions), below].

RECITAL

Yardi has developed certain application software for use by its clients in the real property and asset management industry. Yardi application software is available only in the Yardi Cloud [defined in section 1 (Definitions), below]. Client desires to access the Yardi Cloud to use such Yardi software pursuant to this Agreement's terms.

In consideration of their respective rights and obligations as set forth in this Agreement, the parties agree as follows:

AGREEMENT

1. Definitions.

a. "**Anniversary Date**" means the date that is 365 days after the Initiation Date, and each anniversary thereafter of the date that is 365 days after the Initiation Date, during this Agreement's Term.

b. "**Business Purposes**" means accessing the Yardi Cloud to use the Licensed Programs and Yardi Cloud Services for Client's property management and accounting, and related business purposes.

c. "**Client Data**" means the data that Designated Users transmit and/or enter into the database provided as part of the Yardi Cloud in connection with their Use of the Licensed Programs pursuant to this Agreement.

d. "**Contractor**" means a contractor who: (i) has an Independent Consultant Network License Agreement with Yardi; and (ii) is a current member in good standing of Yardi's Independent Consultant Network.

e. "**Deliverable**" means any deliverable or intellectual property delivered to Client as part of Programming Services [defined in section 14 (Programming Services)] or other services provided pursuant to this Agreement.

f. "**Designated User**" or "**DU**" means a Client employee or Contractor designated by Client to access the Yardi Cloud and Use the Yardi Cloud Services and Licensed Programs for Business Purposes.

g. "**Effective Date**" means the date of the last party signature on this Agreement.

h. "**Fees**" means the fees identified in Schedule A (Fee Schedule), and any other fees that may become due under this Agreement.

i. "**Force Majeure Event**" means any event beyond the reasonable control of the party affected by such event, including without limitation fire, storm, weather, earthquake, explosion, casualty, strike, war, riot, civil disturbance, act of God, acts or omission of any third party, any state or national law, decree or ordinance, or any executive or judicial order, which event causes a party to delay or fail to perform under this Agreement.

j. "**Initiation Date**" means the first day of the month immediately following that date which is 2 weeks after the Effective Date.

k. "**Licensed Programs**" means the software program(s) identified in Schedule A (Fee Schedule).

l. "**Licensed Programs Documentation**" means the user manuals and documentation for the Licensed Programs.

m. "**Password**" means the unique username and password assigned by Client to each Designated User as more fully described in section 6 (Users and Passwords).

n. "**POC(s)**" means the person(s) Client identifies to Yardi as point(s) of contact for application support services and other account management purposes.

o. "**Undisputed Fees**" means all Fees due from Client under this Agreement which Client does not reasonably and in good faith dispute - and provide notice of such dispute in accord with section 18(f) (Notices) - within 30 days of invoice.

p. **"Use"** means authorized access to the licensed software in the Yardi Cloud and use of the Licensed Programs and Licensed Programs Documentation by Designated Users solely for Business Purposes.

q. "**Yardi Cloud**" means the hardware, software, storage, firewalls, intrusion detection devices, load balancing units, switches and other hardware that make up the Yardi Cloud.

r. "**Yardi Cloud Services**" means installation, maintenance and service of the hardware and software comprising the Yardi Cloud.

2. License Grant; Restrictions; Access to Yardi Cloud.

a. **Licenses.** Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to: (i) access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services solely for Business Purposes; and (ii) access the Licensed Programs Documentation and other content on Yardi's Client Central website solely for Business Purposes and subject to the terms of use then-presented on Client Central.

b. **Restrictions.** Client may only exercise the license granted in section 2(a) (Licenses) through its Designated Users. Client may not rent, lease, sell, transfer (by sublicense, assignment or otherwise except as expressly provided by this Agreement), time share, modify, reproduce, copy, make derivative works from, distribute, publish, use to provide service bureau services, or publicly display the Licensed Programs. Client may only Use the Licensed Programs for Business Purposes. Client may not reverse engineer, decompile or otherwise attempt to discover the source code for the

Licensed Programs. Client may not permit any person or entity to breach the restrictions in this section 2(b) (Restrictions). Client may not copy or re-create the Licensed Programs or its objects without Yardi's prior express written consent. Client agrees that the Licensed Programs must remain at all times in the Yardi Cloud, and may not be removed or copied to any other location at any time. Client acknowledges and agrees that Client may not perform scans or electronic testing of any kind on the Yardi Cloud, Licensed Programs, Yardi's corporate networks, and Yardi's corporate servers including, without limitation, vulnerability scanning or testing, penetration scanning or testing or any other type of scanning or testing of the Yardi Cloud, Licensed Programs, Yardi's corporate networks, and Yardi's corporate servers.

c. **Access to the Yardi Cloud.** Yardi will use commercially reasonable efforts to make the Yardi Cloud and the Licensed Programs accessible to Designated Users 24-hours per day, 7 days per week, excluding down time for maintenance and repair. Yardi has standing maintenance/repair/backup hours from 11:00 pm (local time at the data center) each day to 1:00 am (local time at the data center) each succeeding day, and an additional 2 hours for the maintenance/repair/backup hours beginning at 11:00 pm (local time at the data center) each Saturday night [i.e., the Saturday-night-to-Sunday-morning standing maintenance/repair/backup hours extend an extra 2 hours until 3:00 am (local time at the data center) each succeeding Sunday]. Yardi will use commercially reasonable efforts to provide as much notice to Client as reasonably possible under the circumstances for emergency maintenance/repair downtime outside the aforementioned standing hours.

3. Term and Termination.

a. **Term.** This Agreement will commence on the Effective Date and shall remain in full force until Client's fifth Anniversary Date (the "**Initial Term**") unless earlier terminated in accord with section 3(c) (Termination for Cause). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive 1-year terms (each a "**Renewal Term**") unless a party provides written notice of non-renewal at least 30 days prior to expiration of the then-current (Initial or Renewal) Term. The Initial Term and Renewal Term(s) shall be collectively referred to as the "**Term**."

b. **Intentionally Omitted.**

c. **Termination for Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within 7 days of written notice of a material breach, or if the breaching party cannot reasonably cure the material breach within 7 days, the breaching party fails to initiate cure within 7 days and fails to continuously and diligently work to cure the breach until the breach is cured. Termination pursuant to this section 3(c) (Termination for Cause) shall be effective upon delivery of written notice after expiration of the applicable cure period.

d. **Effect of Termination.** Upon the effective date of this Agreement's termination or expiration: (i) the license for the Licensed Programs and Licensed Programs Documentation will terminate; (ii) Client will cease Use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs and Licensed Programs Documentation; (iii) Client's access to the Yardi Cloud and Licensed Programs will be disabled; and (iv) Client shall pay any Undisputed Fees to Yardi.

e. **Survival.** The parties' obligations under, and the provisions of, sections 4 (License Fees), 8(b) (Limited Liability for Unauthorized Client Data Access), 9 (Confidentiality), 10 (Warranties), 11 (Damage Limitations), 13 (Indemnification), 15 (Assignment) and 18 (General Provisions) shall survive this Agreement's termination or expiration.

4. License Fees.

a. **Fees.** Client agrees to pay Yardi the Fees in accordance with the payment terms set forth in Schedule A (Fee Schedule).

b. **Failure to Pay.** Client's failure to timely pay any Undisputed Fee when due is a material breach subject to the terms of section 3(c) (Termination for Cause). Additionally, Undisputed Fees shall accrue interest from their due date until paid at the rate of 1.5% per month or the maximum rate allowed under applicable law whichever is less.

c. **Taxes.** The Fees are exclusive of any tariff, duty, or tax, however designated, levied, or based including, without limitation, any taxes based on: (i) this Agreement; (ii) the Licensed Programs, Yardi Cloud, Yardi Cloud Services, or Deliverables; (iii) Client's Use of the Yardi Cloud, Yardi Cloud Services, or Licensed Programs; (iv) the Licensed Programs Documentation; or (v) any materials or supplies furnished by Yardi per this Agreement. Client is responsible for all applicable tariffs, duties or taxes (exclusive of taxes based on Yardi's net income) applicable to this Agreement.

d. **Partial Fee Disputes**. If Client reasonably and in good faith disputes any Fees, and provides notice in accord with section 18(f) (Notices) of such dispute, Client agrees that any undisputed portion of such Fees are Undisputed Fees and Client agrees to timely pay any such Undisputed Fees.

5. Implementation and Training.

a. **Third Party Software and Hardware Requirements.** Client is solely responsible for purchasing, installing and maintaining, at Client's expense, any third party software and hardware necessary for Designated Users to access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services. Yardi shall not be liable for any such third party software or hardware, and Client acknowledges and agrees that any assistance provided by Yardi in connection with such third party software and hardware shall not alter Client's responsibility or Yardi's liability disclaimer under this section 5(a) (Third Party Software & Hardware Requirements).

b. **Location.** Implementation and training services may (at Client's election) take place at a location specified by Client or via telecommunications. Yardi will bill Client for initial implementation/training services as indicated in Schedule A (Fee Schedule). Client may request additional on-site implementation/training services [i.e., in addition to the on-site implementation/training services set forth in Schedule A (Fee Schedule)] at any time and Yardi will make commercially reasonable efforts to timely accommodate Client's request. Additional on-site implementation/training services are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services. Client acknowledges and agrees that no recording of any sort (whether audio, visual, or otherwise) of Yardi Implementation/Training services is allowed under this Agreement or otherwise.

c. **On-Sites.** Client acknowledges that in-person implementation/training service visits at a Client location require a minimum visit of 8 hours per visit. Client agrees to pay all reasonable expenses associated with on-site visits including, but not limited to, travel to and from the site, lodging, meals, etc. Client acknowledges that training services for more than 12 Client trainees require Client to pay for 1 additional Yardi trainer for each 12 Client trainees in excess of 12. Client agrees that Client must pay for any implementation/training services cancelled less than 10 business days prior to their scheduled date.

d. **Data Conversion.** Yardi will bill Client for electronic data conversion services, if initially ordered, at the rate stated in Schedule A (Fee Schedule). Absent an agreement to the contrary, Client shall otherwise be solely responsible for data conversion, data

preparation, data entry and data verification, and any post-conversion clean-up. Additional Yardi data conversion services [i.e., in addition to any initial data conversion services set forth in Schedule A (Fee Schedule)] are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services.

e. **Testing.** Client shall have 90 days commencing upon the Effective Date (the "**Testing Period**") to test the Licensed Programs, Yardi Cloud and Yardi Cloud Services. At any time during the Testing Period, Client may elect to cease Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services and cancel this Agreement, in which event Yardi will refund to Client all amounts paid by Client to Yardi pursuant to this Agreement less reasonable amounts [determined by reference to the Fees/rates indicated in Schedule A (Fee Schedule)] for initial set-up, implementation, training and support of the Licensed Programs, Yardi Cloud and Yardi Cloud Services provided prior to Client's notice of cancellation pursuant to this section 5(e) (Testing).

6. Users and Passwords.

a. **Designated Users.** Client agrees that its exercise of the license granted by this Agreement shall only be through its Designated Users. Client's license to access and Use the Yardi Cloud and Licensed Programs is limited as provided in Schedule A (Fee Schedule). Each Designated User must have a unique Password.

b. **Password Assignment.** Client's application support POC(s) will be Designated Users, will designate the other Designated Users, and will provide each other Designated User with a Password. Each Password shall be personal and unique to the applicable Designated User, and may not be used by anyone other than such Designated User. Each Password may only be used from 1 computer at any given time. Client shall be responsible for maintaining Designated User Password security.

c. **Client Obligations with Respect to Designated Users.** Client shall inform each Designated User of this Agreement's terms and restrictions and shall enforce such restrictions. Client agrees to notify Yardi if Client becomes aware of any failure of a Designated User to adhere to the license terms and restrictions in this Agreement.

7. Application Support & Upgrades.

a. **Application Support Service.** Yardi will provide application support and upgrades for the Licensed Programs as set forth in this section 7 (Application Support & Upgrades).

b. **Client Contacts**. Client agrees to appoint application support POC(s). Client may change the application support POC(s) upon advance written notice to Yardi. Yardi shall have no obligation to contact, or communicate with, anyone regarding application support and maintenance issues except Client's application support POC(s). Client acknowledges that it is Client's responsibility to keep Client's application support POC(s) current, and to notify Yardi of any changes.

c. **Yardi Contacts.** During initial implementation, Yardi shall appoint an account manager to Client's account. After initial implementation, Yardi will either assign Client to an account manager or an application support team. Yardi may change the identity of individual account managers from time to time upon notice to Client. Client's application support records relating to Client will be available to Yardi's entire application support team at all times.

d. **Application Support Services.** Yardi shall provide application support for the Licensed Programs through its account managers and technical staff to Client's application support POC(s). Application support does not include on-site installation, implementation, training, or testing of the Licensed Programs, nor does it include data conversion. Those services, if initially ordered, are specified in Schedule A (Fee Schedule). Yardi's application support service team will use commercially reasonable efforts to address and solve Client's issues but cannot guarantee satisfaction in every case.

e. **Total Hours Included.** Client's annual application support allotment is specified in Schedule B (Yardi SaaS Subscription Services and Governance Schedule).

f. **Application Support Hours.** Yardi's application support hours are from 5:00 am to 5:00 pm (Pacific Time) Monday through Friday (excluding holidays).

g. **Priority.**

(i) Yardi shall have the right to prioritize application support requests according to the application support issue's impact on Client. Yardi will prioritize application support requests in the following order:

Priority 1: Business halted (total inability to perform normal operation)

- Client will submit support requests by telephone to Yardi's application support number.
- Response as rapid as reasonably feasible – generally within 2 business hours.

Priority 2: Business impacted (severe restriction of Client's Use of the Licensed Programs – a potentially critical problem)

- Client will submit support requests by telephone to Yardi's application support number.
- Prompt response subject only to delays for priority 1 issues, generally within 4 business hours.

Priority 3: Non-critical service requests (any issue that is not a Priority 1 or Priority 2 issue)

- Client will submit support request by telecommunications to Yardi application support.
- Response subject to delays for priority 1 and 2 issues, generally within 1 business day.

(ii) Yardi will work on Priority 1 and 2 issues with continuous focus, and with Client's cooperation, through resolution.

h. **Standard Term.** Application support services are subject to this Agreement's terms and timely payment of all Undisputed Fees. Subject to the section 3(c) (Termination for Cause) notice and cure provisions, Yardi may suspend application support services if Client fails to timely make any Undisputed Fee payment.

i. **Obsolescence.** Yardi reserves the right to cease providing application support services for the Licensed Programs on the later of: (i) 3 years from the date on which Yardi ceases to license the Licensed Programs; or (ii) 5 years from the Effective Date. Yardi agrees to notify Client if and when Yardi will cease application support services in accord with this section 7(i) (Obsolescence).

8. Client Data.

a. **Client Data Storage.** Subject to Force Majeure Events, Yardi agrees to store Client Data on a virtual database server in the Yardi Cloud.

b. **Limited Liability for Unauthorized Client Data Access.** Yardi agrees to use: (i) firewalls and other technology generally used in the trade to prevent unauthorized third party access to its computer systems storing Client Data; and (ii) encryption technology generally used in the trade to prevent unauthorized third party

access to Client Data transmissions. Notwithstanding the foregoing, Yardi shall not be liable to Client in the event that: (A) its use of firewalls and other technology generally used in the trade fails to prevent unauthorized third party access to Client Data; or (B) its use of encryption technology generally used in the trade fails to prevent unauthorized third party access to Client Data transmissions. Nothing in this section 8(b) (Limited Liability for Unauthorized Client Data Access) shall constitute a representation or warranty by Yardi that Client Data storage or transmission will be inaccessible to unauthorized third parties.

9. Confidentiality.

a. **Confidential Information Definition.** "**Confidential Information**" means all technical and non-technical information including: (i) Client Data; (ii) patent, copyright, trade secret, and other proprietary information; (iii) inventions, know-how, processes, or algorithms; (iv) software programs, software source documents, object code, source code, database dictionaries, network diagrams, UML diagrams, Licensed Programs, Licensed Programs Documentation, Licensed Programs schema, Licensed Programs functions, Licensed Programs user interface screens, SSIS, data warehouse schema, cube specifications and configuration, the reports generated by the Licensed Programs, Yardi Cloud specifications and configuration, Yardi Cloud hardware specifications and configuration, and Yardi Cloud Services; (v) development, design details and specifications; (vi) a party's financial information; (vii) customer lists, business forecasts, sales and marketing plans and information; (viii) the prices offered or paid per this Agreement for Yardi's products and services; (ix) SSAE18 audit reports and PCI DSS attestations of compliance and any information related to SSAE18 audit reports and/or PCI DSS attestations of compliance; (x) this Agreement's terms; and (xi) any other information disclosed by a party, or to which a party is exposed because of this Agreement, that the disclosing party identifies as confidential at the time of disclosure or which – by its nature - reasonably should be regarded as confidential.

b. **Nondisclosure and Nonuse Obligations.** Each party (the "**Receiving Party**") agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of the other party (the "**Disclosing Party**") to any third party. The Receiving Party may use the Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. The Receiving Party's employees and Contractors may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose. The Receiving Party's employees and Contractors may not use Confidential Information in any way that may compete with Disclosing Party. The Receiving Party may not disclose Confidential Information to its employees and Contractors for the purpose of enabling any such employees or Contractors to service, maintain, or modify the Licensed Programs. The Receiving Party agrees that it will treat all Confidential Information with the same degree of care as the Receiving Party accords its own Confidential Information, but in no event less than reasonable care. The Receiving Party agrees that it shall disclose Confidential Information only to those of its employees and Contractors who need to know such information, and the Receiving Party certifies that such employees and Contractors have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions applicable to the Receiving Party under this Agreement. The Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

c. **Exclusions from Nondisclosure and Nonuse Obligations.** The Receiving Party's obligations per section 9(b) (Nondisclosure and Nonuse Obligations) shall not apply to Confidential Information that the Receiving Party can document: (i) was (through no fault of the Receiving Party) in the public domain at or subsequent to the time the Disclosing Party disclosed the information to the Receiving Party; (ii) was rightfully in the Receiving Party's possession free of any confidentiality obligation at or subsequent to the time the Disclosing Party disclosed it to the Receiving Party; or (iii) was developed by the Receiving Party's employees or agents independent of, and without reference to, any information communicated to the Receiving Party by the Disclosing Party. A Confidential Information disclosure by the Receiving Party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by law; or (C) necessary to establish the rights of either party under this Agreement, shall not be a breach of this Agreement by the Receiving Party or a waiver of confidentiality for other purposes; provided, however, the Receiving Party shall provide prompt prior written notice of any such Confidential Information disclosure to the Disclosing Party (to the extent allowed by applicable law) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

d. **Ownership and Return of Confidential Information.** The Disclosing Party's Confidential Information is and shall remain the Disclosing Party's property, and this Agreement does not grant or imply any license or other rights to the Disclosing Party's Confidential Information except as expressly set forth in this Agreement. Within 5 business days after the Disclosing Party's request, the Receiving Party will promptly either (at the Disclosing Party's election) destroy or deliver to the Disclosing Party all Confidential Information furnished to the Receiving Party, and the Receiving Party agrees to provide a written officer's certification of the Receiving Party's compliance with the foregoing obligation.

e. **Third Party Information Disclosure.** The Disclosing Party shall not communicate any information to the Receiving Party in violation of the proprietary rights of any third party.

10. Warranties.

a. **Limited Software Warranty.** Yardi warrants that the Licensed Programs will perform substantially as specified in the Licensed Programs Documentation. Yardi does not warrant that the Licensed Programs will meet Client's requirements and expectations.

b. **Remedy for Limited Software Warranty Breach.** If Yardi breaches the warranty set forth in section 10(a) (Limited Software Warranty), Yardi agrees to use commercially reasonable efforts to modify the Licensed Programs so that the Licensed Programs conform to that warranty. If such modification is not commercially reasonable, then Yardi will notify Client and Client may terminate this Agreement. In the event Client terminates this Agreement per this section 10(b) (Remedy for Limited Software Warranty Breach), Yardi will refund to Client, on a pro-rata basis, the annual Fees paid by Client to Yardi within the year prior to the effective date of Client's termination. THE FOREGOING REMEDY IS CLIENT'S SOLE REMEDY IN THE EVENT OF A BREACH OF THE WARRANTY SET FORTH IN SECTION 10(a) (Limited Software Warranty).

c. **Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, YARDI DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH REGARD TO THE LICENSED PROGRAMS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

d. **Internet Performance Disclaimer.** Yardi does not and cannot control the flow of data via the internet. Such flow depends

in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt the internet. Yardi will use commercially reasonable efforts to remedy and avoid such events, but cannot guarantee that such events will not occur. Accordingly, Yardi disclaims any liability resulting from or relating to such events.

11. Damage Limitations.

a. **Damage Waiver. REGARDLESS OF ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YARDI DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES, AND COURT COSTS (EVEN IF YARDI HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.**

b. **Liability Limit. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11(c) (EXCEPTIONS), IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CLIENT AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, YARDI'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED THE FEES PAID BY CLIENT TO YARDI PURSUANT TO THIS AGREEMENT WITHIN THE YEAR PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.**

c. **Exceptions. THE LIABILITY LIMIT SET FORTH IN SECTION 11(b) (LIABILITY LIMIT) SHALL NOT APPLY TO: (i) YARDI'S DEFENSE AND INDEMNITY OBLIGATIONS PER SECTION 13(a)(i) (INDEMNITY); (ii) DAMAGES FOR BODILY INJURY TO, OR DEATH OF, ANY NATURAL PERSON TO THE EXTENT CAUSED BY YARDI IN THE COURSE AND SCOPE OF YARDI'S PERFORMANCE OF YARDI'S OBLIGATIONS UNDER THIS AGREEMENT (i.e., IN CONSIDERATION OF YARDI'S COMPARATIVE FAULT); (iii) DAMAGES TO THE EXTENT CAUSED BY YARDI'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT; OR (iv) ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE LIMITED OR EXCLUDED AS A MATTER OF APPLICABLE LAW.**

12. Ownership.

a. **Yardi's Ownership.** Client agrees that, as between Yardi and Client, Yardi is and shall remain the sole and exclusive owner of all right, title and interest in and to the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation, and to all intellectual property rights in the foregoing. The only rights Client obtains in the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation are the licenses expressly granted to Client in this Agreement.

b. **Client's Ownership.** Yardi agrees that, as between Yardi and Client, Client is and shall remain the sole and exclusive owner of all right, title, and interest in and to Client Data. Client represents and warrants that Client has all necessary rights, title, and interest in and to all materials and/or content that Client provides for, or uploads to: (i) the database(s) associated with the Licensed Programs; (ii) the Yardi Cloud; and/or (iii) any Yardi-hosted site; including, without limitation, materials and/or content that Client provides for use on Client's RENTCafe portal(s) and documents that Client uploads to FillDocs, eDocs, or RENTCafé Lease Documents (collectively, "**Client Content**"). Client acknowledges and agrees that Yardi has no responsibility or duty to review, approve, or prescreen Client Content that Client provides for, or uploads to: (A) the database(s) associated with the Licensed Programs; (B) the Yardi Cloud; and/or (C) any Yardi-hosted site. Client grants Yardi a worldwide, non-exclusive, royalty-free license and right to use, reproduce, distribute, modify, and display Client Content in connection with Business Purposes. Client acknowledges and agrees that if a third party believes their copyright has been infringed by any Client Content, Yardi has implemented policies in accordance with the Digital Millennium Copyright Act, 17 U.S.C. Section 512, and Yardi reserves the right to remove any material found to be infringing under Yardi's aforementioned policies.

13. Indemnification.

a. **Yardi Indemnity.**

(i) Indemnity. Yardi agrees to defend, indemnify and hold Client harmless from and against any third party claims, actions or demands alleging that Client's Use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs, Licensed Programs Documentation, and Deliverables in accordance with this Agreement's terms infringes on a third party's proprietary information, trademark, copyright, patent rights or intellectual property rights, or misappropriates a third party's trade secrets.

(ii) Indemnity Conditions. Yardi's defense and indemnification obligations per section 13(a)(i) (Indemnity) are conditioned upon the following: (I) Client providing Yardi with prompt written notice of any claim for which indemnification is sought; (II) Yardi having sole control of the defense and settlement of such claim, provided, however, that Client shall have the right to have any suit or proceeding monitored by counsel of Client's choice and at its expense; and (III) Client's reasonable cooperation with Yardi in the defense and settlement of the claim.

(iii) Injunction. If the Licensed Programs become the subject of a patent, trademark, copyright, or trade secret misappropriation or infringement claim, and such claim results – or is reasonably likely to result – in an injunction against Client's continued Use of the Licensed Programs, Yardi will: (I) replace or modify the Licensed Programs to avoid the misappropriation/infringement claim; (II) secure Client's right to continue Use of the Licensed Programs; or (III) if neither (I) or (II) is commercially practicable, either party may terminate this Agreement upon written notice to the other party.

b. **Client Indemnity.**

(i) Indemnity. Client agrees to defend, indemnify and hold Yardi harmless from and against any third party claims, actions or demands alleging that Yardi's use, reproduction, distribution, modification, and/or display of Client Content for Business Purposes in accordance with this Agreement's terms infringes on a third party's proprietary information, trademark, copyright, patent rights or intellectual property rights, or misappropriates a third party's trade secrets.

(ii) Indemnity Conditions. Client's defense and indemnification obligations per section 13(b) (Indemnity) are conditioned upon the following: (I) Yardi providing Client with prompt written notice of any claim for which indemnification is sought; (II) Client having sole control of the defense and settlement of such claim, provided, however, that Yardi shall have the right to have any suit or proceeding monitored by counsel of Yardi's choice and at its expense; and (III) Yardi's reasonable cooperation with Client in the defense and settlement of the claim.

14. Programming Services.

a. **Programming Services.** Yardi provides programming services including, without limitation, database customizations, user interface customizations, database reports, database scripts and other programming services (collectively, "**Programming Services**").

b. **Programming Services Terms.** The Fees for Programming Services, if initially ordered, are set forth in Schedule A (Fee

Schedule). Client will otherwise initiate Programming Service requests by providing written notice of the desired services to Yardi, and Yardi will advise Client of Yardi's availability and schedule for performing the Programming Services. Programming Services are subject to Client's written acceptance of: (i) Yardi's schedule for meeting Client's Programming Service request; and (ii) Yardi's Fees for such Programming Services.

c. **Deliverables License.** Subject to Client's full payment of all Undisputed Fees related to Programming Services, Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to Use the Deliverables in connection with their Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services.

15. Assignment.

a. **Assignment Limitation.** Except for the exceptions specified in section 15(b) (the "**Permitted Exceptions**"), Client shall not (either directly or indirectly) assign, sell, convey, pledge, or otherwise transfer this Agreement without first obtaining Yardi's express written consent, which Yardi shall not unreasonably withhold. Except for the Permitted Exceptions, any attempted assignment made without Yardi's prior express written consent is void and a material breach of this Agreement.

b. **Permitted Exceptions.** Subject to the conditions precedent set forth in this section 15(b) (Permitted Exceptions), Client may assign this Agreement without Yardi's prior consent and upon notice: (i) to a wholly owned subsidiary; or (ii) in connection with any merger, acquisition, or reorganization involving Client. Any assignment is subject to the following conditions: (A) Client, or Client's successor, continuing in the same type of business that Client was conducting at the time of this Agreement's execution; and (B) Client or Client's successor providing to Yardi a written ratification and assumption of this Agreement (in a form reasonably satisfactory to Yardi) concurrent with the assignment.

16. Outsourcing.

a. **Server Location.** Yardi reserves the right to locate the virtual servers and other equipment needed to provide the Yardi Cloud either at its facilities or at the facilities of independent service providers. Yardi may change the location of the virtual servers and other equipment needed to provide the Yardi Cloud at any time during this Agreement's Term; provided that any such change of location shall not affect Yardi's obligations under this Agreement and shall not interrupt Client's access to the Yardi Cloud, Client Data, and Licensed Programs.

17. Mediation.

a. **Mediation Request; Condition Precedent.** In the event of a dispute arising out of or related to this Agreement which the parties are unable to resolve through direct negotiation, either party may serve upon the other at its principal place of business a request for mediation. Neither party may file an action against the other in any court, or initiate any other legal proceeding, unless and until the party seeking to do so has first requested a mediation hearing and made a good faith effort to complete the mediation process provided in this Agreement.

b. **Mediation Process**. The parties will select a neutral, independent mediator with experience in the relevant subject matter by the rules of the office of the Judicial Arbitration and Mediation Service (JAMS) closest to the mediation venue. The parties shall conduct the mediation not less than 10 or more than 20 days from the date the party requesting mediation gives notice of the request for mediation to the other party. The parties shall conduct the mediation in Santa Barbara, California. The parties shall equally bear the mediation costs.

c. **Mediation Confidentiality.** The parties shall maintain the mediation proceedings in confidence and shall not disclose to third persons the statements made in mediation by the other parties or the mediator. The mediation confidentiality provisions of California Evidence Code sections 1115 – 1128 shall apply to the mediation proceedings.

d. **Mediation Statements; Attendee Authority.** At least 5 days before the date of the mediation, each party shall provide the mediator and the other party with a statement of its position and copies of supporting documents. Each party shall send to the mediation a person who has authority to bind the party.

e. **Non-Binding.** If a party participates in good faith in a mediation and is dissatisfied with the outcome, that party may then invoke all legal rights and remedies available to the party at law or in equity.

18. General Provisions.

a. **Independent Contractor Status.** The parties agree that they are independent contractors and nothing in this Agreement is intended to make the parties partners, agents, joint venturers, or any other form of joint enterprise, or to make the employees, agents, or representatives of one of the parties into employees, agents, or representatives of the other party. No party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

b. **Governing Law.** This Agreement shall be governed and determined by the laws of the United States and the State of California as such laws are applied to agreements made and performed entirely within the State of California.

c. **Venue**. Any action or proceeding related to or arising out of this Agreement shall be resolved only in a court of competent jurisdiction in the City of Santa Barbara, State of California (or the court of competent jurisdiction closest to the City of Santa Barbara, CA if no court of competent jurisdiction resides in the City of Santa Barbara, CA), and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

d. **Injunctive Relief.**

(i) Yardi Injunctive Relief. The parties acknowledge and agree that, if Client breaches any of its obligations under sections 2(a) (Licenses), 2(b) (Restrictions), 9 (Confidentiality) or 15 (Assignment), Yardi might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, if Client breaches any provision of sections 2(a) (Licenses), 2(b) (Restrictions), 9 (Confidentiality), or 15 (Assignment) Yardi may seek specific performance of Client's obligations under those sections and injunctive relief against any further violations of those sections.

(ii) Client Injunctive Relief. The parties acknowledge and agree that, if Yardi breaches any of its obligations under section 9 (Confidentiality) Client might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, if Yardi breaches any provision of section 9 (Confidentiality) Client may seek specific performance of Yardi's obligations under that section and injunctive relief against any further violations of that section.

e. **Binding Effect.** This Agreement is binding on and inures to the benefit of the parties and their permitted assigns, successors, and legal representatives.

f. **Notices**.

(i) The parties shall deliver any notice required by this

Agreement by personal delivery, certified U.S. Mail return receipt requested, or established, reputable expedited delivery carrier providing proof of delivery service, and will be deemed given upon confirmed delivery to the party to whom it is intended at its record address. The record addresses of the parties are set forth below.

(ii) If to Client:
Attn: Tanya Ray
CITY OF PITTSBURG HOUSING AUTHORITY
916 Cumberland Street
Pittsburg, CA 94565

(iii) If to Yardi:
Attn: Legal Department
YARDI SYSTEMS, INC.
430 S. Fairview Ave.
Goleta, CA 93117

(iv) Either party may change its record address by giving written notice of such change to the other party.

g. **Waiver.** The waiver of a party's breach of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

h. **Severability.** If a court or other body of competent jurisdiction determines that any part of this Agreement is unenforceable, the remainder of this Agreement shall nevertheless remain enforceable.

i. **Headings.** This Agreement's section headings and captions are inserted for convenience only and are not intended to form a material part of this Agreement.

j. **Data Use.** Yardi may aggregate, compile, and use Client Data in order to improve, develop or enhance the Licensed Programs and/or other services offered, or to be offered, by Yardi; provided that no Client Data is identifiable as originating from, or can be traced back to, Client or a Client customer, tenant or resident in such aggregated form.

k. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the agreement between the parties pertaining to this Agreement's subject matter and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those inducements, representations and warranties expressly set forth in this Agreement.

l. **Intentionally Omitted**.

m. **Modification**. The parties may only modify or amend this Agreement by a writing signed by both parties; provided, however, that Client may increase Client's licensed Designated User, property, unit, etc. count (as applicable) by delivering to Yardi a signed copy of Yardi's standard, approved form for such changes.

n. **Force Majeure**. Neither party shall be liable under this Agreement for failure or delay in performance caused by a Force Majeure Event. If a Force Majeure Event occurs, the party affected shall use commercially reasonable efforts to resume the performance excused by the Force Majeure Event.

o. **Right to Audit and Compliance.** In accordance with Yardi's obligations to credit bureaus, credit reporting agencies, and including Yardi's obligation to help prevent and detect potentially fraudulent and/or suspicious activity, Client acknowledges and agrees that Yardi may conduct random as well as regular monitoring of users' access to and use of the Yardi Cloud and Licensed Programs as they relate to this Agreement in order to validate that users are accessing and using the Yardi Cloud and Licensed Programs for legitimate purposes and in accord this Agreement. Additionally, pursuant to any obligations Yardi has, or may have, under any laws or regulations concerning the prevention of identity theft, financial fraud, money laundering, terrorist financing, etc., Client agrees to comply with any standard Yardi 'know-your-client' requirements, processes, and/or procedures.

p. **Publicity**. Client agrees that Yardi may use Client's name and logo in client listings and Yardi marketing material upon Client's approval.

q. **Signature; Counterparts**. This Agreement is not binding on the parties until both parties have signed it and have received a copy signed by the other party. However, both signatures need not appear on the same copy of this Agreement, so long as both signed copies have identical contents. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. Counterparts with original signatures shall be provided to the other party within 5 days of electronic transmission; however, the failure to provide the original counterpart shall have no effect on this Agreement's enforceability or binding nature. If executed in counterparts, this Agreement will be as effective as if simultaneously executed.

CITY OF PITTSBURG HOUSING AUTHORITY ("Client")

By: _____

Date: _____

Print Name: _____

Title: _____

YARDI SYSTEMS, INC. ("Yardi")

By: _____

Date: _____

Print Name: _____

Title: _____

Rev. 041321

SCHEDULE A

Fee Schedule

Yardi Pin #: 100103967

Yardi Order #: 298750

Annual Fees

Description	Unit of Measure (UOM)	Count	$/UOM	$/UOM Concession	Net $/UOM	Annual Fee
Voyager SaaS Select PHA Property Management	Unit	1,132	$25.00	($3.50)	$21.50	$24,338.00
RENTCafé PHA Portal Package	Unit	1,132	$24.00	($6.00)	$18.00	$20,376.00
Budgeting & Forecasting	Unit	1,132	$5.00	($5.00)	$0.00	$0.00
Inspector General	Unit	1,132	$2.00	$0.00	$2.00	$2,264.00
					Total	**$46,978.00**

One-Time Fees

Description	UOM	Count	$/UOM	$/UOM Concession	Net $/UOM	One-Time Fee
Implementation/Training	hour	104	$200.00	$0.00	$200.00	$20,800.00
Additional Support Hours	hour	275	$120.00	$0.00	$120.00	$33,000.00
Conversion Services: PHA Conversion	each	1	$10,000.00	($2,500.00)	$7,500.00	$7,500.00
					Total	**$61,300.00**

Total Fees Due

Annual Fee		$46,978.00
One-Time Fee		$61,300.00
Sub-Total		$108,278.00
Sales Tax		as applicable
	Total Due	**$108,278.00**

Additional Terms

1. **PAYMENT TERMS (excluding applicable taxes):** 100% payable upon execution of this Agreement.

2. Client may request future paperwork to increase/decrease the licensed Unit count by a minimum of 25 Units. Client may access Yardi Client Central to increase/decrease the licensed Unit count online without a minimum.

3. Additional terms are set forth in the following schedules to this Agreement:
   B – Yardi SaaS Subscription Services and Governance Schedule
   C – Additional Terms
   D – Data Processing

4. During the Initial Term, Fees are subject to increase on each Anniversary Date; such increases shall not exceed the lesser of: (a) the percentage increase outlined by the U.S. Department of Labor (per the Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): U.S. City Average table) for the preceding year; or (b) 3%. For the first Renewal Term and each renewal Term thereafter, Fees are subject to annual increase effective on the fifth Anniversary Date, and each Anniversary Date thereafter (for the ensuing annual periods); such increases shall not exceed the percentage increase outlined by the U.S. Department of Labor (per the Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): U.S. City Average table) for the preceding year

SCHEDULE B

Yardi SaaS Select Subscription Services and Governance Schedule

Data and File Management
Yardi will provide Voyager Licensed Program data and file management services per the following guidelines.

1. Voyager Licensed Program production database backup files will be maintained for 14 days on a server accessible by Client via secure transfer server from which Client may retrieve the Voyager Licensed Program database backups at any time; and.
2. Voyager Licensed Program production data will be replicated in near-real-time both locally within the Voyager Licensed Program production data center, as well as to a separate, Voyager Licensed Program off-site disaster recovery location.

Licensed Programs Support and Governance of Use
Yardi will provide consulting and technical support for the Voyager Licensed Program per the following guidelines.

1. Implementation, consulting and support of the Voyager Licensed Program and the Voyager Licensed Program deployed components, where applicable.

Annual Fees Include
Client's annual Fees include access to the Yardi Cloud, Voyager Licensed Program, Voyager Licensed Program updates/upgrades, and 1 application support hour per $1,000.00 of Client's annual Fees. Clients installing the Voyager Licensed Program for the first time shall receive 35 additional application support hours for the first year only (i.e., until Client's first Anniversary Date) at no additional charge. Yardi will debit all application support services (in ¼-hour increments with a ¼-hour minimum) against Client's above-noted Voyager Licensed Program application support allotment except when related to a Software Error. "**Software Error**" means a reproducible failure of the Voyager Licensed Program to materially perform as specified in the Voyager Licensed Program Documentation. Client acknowledges that data preparation and post conversion data clean-up is inherent in any data conversion, and such additional efforts associated with a Client data conversion – if performed by Yardi – will be debited against Client's application support service allotment. Notwithstanding the multi-year Term set forth in the Agreement, Client's annual Fees and included annual application support allotment apply for annual periods ending on each Anniversary Date, and shall not include unused application support time from prior annual periods. If Client needs additional application support hours at any time, Client may purchase additional hours at Yardi's then-current prevailing application support rate at the time Client needs the hours.

SCHEDULE C

Additional Terms

Product Terms:

1. **RENT*Café* PHA Portal Package** includes the following:
    - **a.** RENT*Café* PHA Online Applications, RENT*Café* PHA Applicant and Resident Portals, RENT*Café* PHA Online Certifications, RENT*Café* PHA Landlord Portal, and the RENT*Café* Affordable Portal Package.
    - b. Leading practice Workflows and Forms (which are not subject to customizations). Any changes to the Workflows require further scoping between Yardi and Client and a Custom Programming Request.

Allotted DUs included:

1. Agreement includes unlimited residential DUs

Implementation/Training Details:

1. Implementation/Training- In the event Client is purchasing Voyager for the first time, Yardi has advised Client that a minimum of 72 hours of implementation/training or use of a third party Contractor is necessary for a proper basic implementation. Any unused implementation/training may be applied toward future goods/services.

Conversion Details:

1. PHA Conversion: Happy (MRI) database(s) for MTCS data file, tenant, vendor, owner, and waitlist information

Concession Details:

1. Recurring concessions outlined in Schedule A (Fee Schedule) are contingent upon Client maintaining the initial licensing and associated Fee indicated for the corresponding product. If Client reduces licensing which decreases a product's Fee by more than 10%, the product's concession shall be reduced in correlation to the Fee reduction. For example, if Client reduces a product's Fee by 50%, the annual concession for that product shall be reduced by 50%.

Other Terms:

1. Yardi licenses/services are sold separately unless otherwise stated.
2. Client acknowledges that additional licenses/services [i.e., in addition to those initially set forth in Schedule A (Fee Schedule)] require additional Fees at Client's then-current, cumulative, CPI-increased base rate (which base rate shall be annually CPI-increased upon invoicing approximately 60 days prior to each Anniversary Date) for the additional licenses/services at the time of Client's request. Subject to: (i) at least 5 business days' prior written notice from Client; (ii) Client's execution of an amendment to the Agreement; and (iii) payment of additional Fees, Yardi will increase Client's licensed maximum number of licenses.
3. Yardi reserves the right to audit Client's database at any time solely to confirm the scope of Client's use of the Licensed Programs relative to Client's contractual license.
4. In accord with Schedule A (Fee Schedule), Client may add additional licenses/services at any time, and any associated Annual Fee increases shall be prorated from the period the addition is made through the end of Client's then-current billing cycle. Client may also remove licenses/services upon the first day of each billing period (i.e., reduce Client's Annual Fee by such removals) through the execution of future addenda or online orders placed through Yardi Client Central.
5. Client acknowledges and agrees that ETL for 1 foreign database is included with the core system, and it is to be used solely for the purpose of onboarding property data into the Client's database and with any other Yardi product for which ETL is recommended for use by Yardi to enhance product function. The foreign database included is not to be used as an interfacing tool with external systems except when ETL services are purchased separately.
6. The Voyager platform has an annual minimum of $10,000.00.

SCHEDULE D

DATA PROCESSING

Client has read, understood, and agrees to be bound by the additional terms and conditions in the latest version of the Data Processing Addendum (DPA) posted at https://resources.yardi.com/legal/data-processing-addendum/ (which will be updated from time to time and is incorporated into this Agreement by this reference), and allows Client to use Yardi's privacy and data compliance tools.

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 Submission of an Application for and Acceptance of the Permanent Local Housing Allocation Funds

MEETING DATE: November 15, 2021

EXECUTIVE SUMMARY

The California Department of Housing and Community Development (HCD) has released the 2021 notice of funding availability for the Permanent Local Housing Allocation (PLHA) program. PLHA covers a five-year (5) funding cycle from 2019 through 2023. This funding provides formula grants to entitlement and non-entitlement local jurisdictions in California for housing-related projects and programs that assist in addressing the unmet housing needs of its local communities.

FISCAL IMPACT

The City is an entitlement jurisdiction and is eligible to receive an estimated $1,906,098 over the 5-year funding period according to HCD. It is important to note that this is only an estimate since annual PLHA amounts are subject to change because funding for the PLHA is generated through a fee on real estate transactions, which fluctuates each year. According to HCD, the City will receive $317,683 from 2019 and $$493,778 from 2020. Award amounts for the next three (3) years will be determined by the total amount collected at the end of each year. A maximum of 5% of the allocation may be used for administration.

RECOMMENDATION

City Council open the public hearing considering the application to be submitted for the PLHA funds, receive testimony, close the public hearing, consider the public comments, and adopt the Resolution authorizing the submission of the application for and acceptance of PLHA funds.

BACKGROUND

In September 2017, the California Legislature approved Senate Bill 2, known as the Building Homes and Jobs Act (Act), which established a $75 recording fee on real estate documents to increase the supply of affordable housing. The Act established the PLHA program administered by HCD. The PLHA provides a permanent source of funding to cities and counties to help meet the unmet need for affordable housing and increase the supply of affordable housing units.

Under the PLHA, funding is provided through formula grants to entitlement jurisdictions based on the formula prescribed under federal law for the Community Development Block Grant program over a 5-year funding period, as well as through a competitive grant program for non-entitlement jurisdictions.

SUBCOMMITTEE FINDINGS

The PLHA program was discussed with the Community Services Subcommittee on June 15, 2021.

STAFF ANALYSIS

HCD requires entitlement jurisdictions to use PLHA funds to increase the supply of affordable housing. In order to receive PLHA funds, the City is required to submit a PLHA Plan (Plan) detailing the manner in which funds will be used; a description of the way it will prioritize investments that increase the supply of housing for households at or below 60 percent of Area Median Income (AMI); a description of how the Plan is consistent with the programs set forth in the City's Housing Element; and evidence that the Plan was authorized and adopted by resolution by the City Council and that the public had an adequate opportunity to review and comment on its content.

There are ten eligible activities under the PLHA program as reflected in Exhibit A. The Community Services subcommittee along with staff recommend allocating PLHA funds to two activities to make more of an impact:

1. Assist persons who are experiencing or at risk of homelessness including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

The City currently has a dedicated Coordinated Outreach Referral and Engagement (CORE) team sponsored by Contra Costa County (County) that cost approximately $200,000 annually. The County offered full sponsorship for two (2) fiscal years to address the impacts on the community of the County's acquisition and conversion of Motel 6 as a permanent homeless shelter under Project Home Key. The CORE team connects the homeless and transitional age youth living on the streets or in encampments to navigation centers, housing, and supportive services, and is the first point of entry to the County's Coordinated Entry system. CORE's program is estimated to serve at least 80 Pittsburg homeless individuals annually but in fiscal year 2020-2021 they served 455. The City would allocate 55% of the PLHA funds from 2021-2023 to cover the cost after the County's sponsorship expires.

2. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.

The City is dedicated to increasing the supply of housing for households at or below 60 percent of AMI. According to the most recent information from data.census.gov, Pittsburg's AMI is $82,960. A little over a quarter of Pittsburg households (approximately 26%) are at or below 60% AMI. The City is actively looking for opportunities to provide housing for all income levels but specifically for those who are low income or lower.

Special consideration will also be given for housing homeless college students. Insufficient food and a lack of stable housing remain major challenges for many college students in the U.S. According to the 2020 #RealCollege report, 39% of students considered themselves food insecure in the 30 days prior to a 2019 survey. Nearly half (46%) said they were housing insecure in the past year, and 17% were homeless. Recently, the COVID-19 pandemic has increased rates of both food and housing insecurity among college students.

The 2021 #RealCollege study found that nearly 3 in 5 college students faced some form of basic needs insecurity in 2020. Homelessness can take several forms. Some students consider themselves homeless if they couch-surf or stay with friends. Others may live in shelters, cars, abandoned buildings, or outdoor areas. While past #RealCollege surveys reported higher rates of homelessness among two-year college students than among four-year students, rates for both groups were the same in 2020 at 14% which could be correlated to the pandemic.

The City will partner with the Pittsburg Housing Authority, and seek out partnerships with for-profit and non-profit organizations and developers and Los Medanos Community College to assist with providing affordable housing to Pittsburg residents and housing for homeless college students by allocating 95% of the PLHA funds from 2019-2020 and 40% from 2021-2023 towards property acquisition for rental housing.

The City agrees to use the PLHA funds for eligible activities as approved by HCD and in accordance with PLHA program requirements, guidelines, other rules and laws, as well as in a manner consistent and in compliance with the HCD's Standard Agreement and other contracts between the City and HCD.

The public comment period commenced on October 28, 2021 and ended on November 13, 2021. Interested parties were encouraged to send comments in during the comment period and for comments to be read to City Council during the virtual meeting, parties were instructed to send an email to meetingcomments@pittsburgca.gov.

ATTACHMENTS:

Exhibit A
City Resolution
HCD Resolution
Application

Report Prepared by:_____
Melaine Venenciano, Senior Administrative Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Submission of an Application for and Acceptance of the Permanent Local Housing Allocation Funds	))))	RESOLUTION NO. 21-

WHEREAS, in September 2017, the California Legislature approved Senate Bill 2, known as the Building Homes and Jobs Act (Act), which established a $75 recording fee on real estate documents to increase the supply of affordable housing. The Act established the Permanent Local Housing Allocation (PLHA) program administered by the California Department of Housing and Community Development (HCD). The PLHA provides a permanent source of funding to cities and counties to help meet the unmet need for affordable housing and increase the supply of affordable housing units; and

WHEREAS, HCD has released the 2021 notice of funding availability for the PLHA program. PLHA covers a five-year (5) funding cycle from 2019 through 2023. This funding provides formula grants to entitlement and non-entitlement local jurisdictions in California for housing-related projects and programs that assist in addressing the unmet housing needs of its local communities; and

WHEREAS, the City is an entitlement jurisdiction and is eligible to receive an estimated $1,906,098 over the 5-year funding period according to HCD. It is important to note that this is only an estimate since annual PLHA amounts are subject to change because funding for the PLHA is generated through a fee on real estate transactions, which fluctuates each year; and

WHEREAS, according to HCD, the City will receive $317,683 from 2019 and $$493,778 from 2020. Award amounts for the next three (3) years will be determined by the total amount collected at the end of each year. A maximum of 5% of the allocation may be used for administration; and

WHEREAS, the PLHA program was discussed with the Community Services Subcommittee on June 15, 2021; and

WHEREAS, in order to receive PLHA funds, the City is required to submit a PLHA Plan (Plan) detailing the manner in which funds will be used; a description of the way it will prioritize investments that increase the supply of housing for households at or below 60 percent of Area Median Income; a description of how the Plan is consistent with the programs set forth in the City's Housing Element; and evidence that the Plan was authorized and adopted by resolution by the City Council and that the public had an adequate opportunity to review and comment on its content; and

WHEREAS, there are ten eligible activities under the PLHA program. The Community Services subcommittee along with staff recommend allocating PLHA funds to two activities to make more of an impact: 1) Assist persons who are experiencing or at risk

of homelessness including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing; 2) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments; and

WHEREAS, the City agrees to use the PLHA funds for eligible activities as approved by HCD and in accordance with PLHA program requirements, guidelines, other rules and laws, as well as in a manner consistent and in compliance with HCD's Standard Agreement and other contracts between the City and HCD; and

WHEREAS, the public comment period commenced on October 28, 2021 and ended on November 13, 2021.

NOW, THEREFORE BE IT RESOLVED that City Council hereby authorizes the application for and acceptance of the PLHA funds.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of November 2021 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

EXHIBIT A

Eligible activities for entitlement cities:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary operating subsidies.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meet the needs of a growing workforce earning up to 120-percent of AMI, or 150-percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.
3. Matching portions of funds placed into Local or Regional Housing Trust Funds.
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
5. Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.
6. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
    A. This activity may include subawards to administrative entities as defined in HSC Section 50490(a)(1-3) that were awarded CESH program or HEAP funds for rental assistance to continue assistance to these households.
    B. Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8225(b)(8). An applicant allocated funds for the new construction, rehabilitation, and preservation of permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255, subdivision (b).
7. Accessibility modifications in lower-income owner-occupied housing.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
9. Homeownership opportunities, including, but not limited to, down payment assistance.
10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing projects, or matching funds invested by a county in an affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing project.

Enter Resolution No.

Insert Name of Applicant

AUTHORIZING RESOLUTION OF Insert Name of Applicant

AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

Enter in All, or A necessary quorum and majority of the Enter as applicable directors, supervisors, members, council members, etc of Enter official name of applicant entity, and type of entity: non-profit, county, municipality, etc Insert Name of Applicant hereby consents to, adopts, and ratifies the following resolution:

A. WHEREAS, the Department is authorized to provide up to $304 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)).

B. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 5/3/2021 under the Permanent Local Housing Allocation (PLHA) Program;

C. WHEREAS Insert Name of Applicant is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.

D. WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA _____ in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

4. **Pursuant to Section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.**

5. **If applicable**: Applicant certifies that it was delegated by [insert name of the delegating local government] to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.

6. **If applicable:** Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.

7. **If applicable:** Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

8. **If applicable:** Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

9. **If applicable:** Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).

10. **If applicable:** Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

11. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

12. Enter title of Authorized Signor(s) Only is/are authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the Insert Name of Applicant this Enter day day of, Enter month 2021, by the following vote:

AYES: Enter no. ABSTENTIONS: Enter no. NOES: Enter no. ABSENT: Enter no.

Signature of Approving Officer: Signature of Approving Officer

Printed name and title of Approving Officer

INSTRUCTION: The attesting officer cannot be the person identified in the resolution as the authorized signor

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Officer of Enter name of Attesting Officer does hereby attest and certify that the Enter as applicable forgoing/attached Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the Enter City/County Government which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST: Signature of Attesting Officer

Signature of Attesting Officer

Printed name and title of Attesting Officer

Local Government Formula Allocation for New Applicants

Rev. 5/14/21

Eligible Applicant Type:	**Entitlement**		
Local Government Recipient of PLHA Formula Allocation:		Pittsburg	
2019 PLHA Formula Allocation Amount:	**$317,683**	**2020 Allowable Local Admin (5%):**	**$15,884**
2020 PLHA Formula Allocation Amount:	**$493,778**	**2021 Allowable Local Admin (5%):**	**$24,689**

Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to a Local Housing Trust Fund or to another Local Government, the Applicant (for which information is required below) is the Local Housing Trust Fund or administering Local Government. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement.

The 302(c)(4) Plan template worksheet requires first choosing one or more of the Eligible Activities listed below. If "Yes" is clicked, the 302(c)(4) Plan worksheet opens a series of questions about what precise activities are planned. Some specific activities, such as providing downpayment assistance to lower-income households for acquisition of an affordable home, could be included under either Activity 2 or 9. Please only choose one of those Activities; don't list the downpayment assistance under both Activities.

If the PLHA funds are used for the same Activity but for different Area Median Income (AMI) level, select the same Activity twice (or more times) and the different AMI level the Activity will serve. Please enter the percentage of funds allocated to the Activity in only the first Activity listing to avoid double counting the funding allocation.

For each year (2019-2023), allocations must equal to 100% annually including the allowable administrative costs of up to five percent.

Eligible Applicants §300

§300(a) and **(b)** Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.

Applicant:	City of Pittsburg										
Address:	65 Civic Avenue										
City:	Pittsburg	State:	CA	Zip:	94565	County:	Contra Costa				
Auth Rep Name:	Garrett Evans	Title:	City Manager	Auth Rep. Email:	gevans@pittsburgca.gov			Phone:	925-252-4034		
Address:	65 Civic Avenue			City:	Pittsburg	State:	CA	Zip Code:	94565		
Contact Name:	Melaine Venenciano	Title:	Senior Administrative Analys	Contact Email:	mvenenciano@pittsburgca.gov			Contact Phone:	925-252-4155		
Address:	65 Civic Avenue			City:	Pittsburg	State:	CA	Zip Code:	94565		

§300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds?					No
§300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300 (c) and (d)?			A sample agreement can be found by double clicking on the icon to the right	SAMPLE -Legally Binding Agreement	N/A
File Name:	Application and Adopting the PLHA Plan (2019-2023 Allocations) Reso	Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2019-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.	Yes	Uploaded to HCD?	Yes
File Name:	App1 TIN	Taxpayer Identification Number Document		Uploaded to HCD?	Yes
File Name:	**Applicant Delegation Agreement**	Legally binding agreement between Delegating and Administering Local Governments (sample provided—just click on icon in row 17, column AI)		Uploaded to HCD?	N/A

Eligible Activities, §301

§301(a) Eligible activities are limited to the following:	Included?
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-,Very low-, Low-, or Moderate-income households, including necessary operating subsidies.	☐ YES
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.	☐ YES
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.	☐ YES
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.	☐ YES
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.	☐ YES
§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.	☑ YES
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.	☐ YES
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.	☑ YES
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.	☐ YES
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.	☐ YES

Threshold Requirements, §302

§302(a) The Applicant's Housing Element and Delegating Local Government's Housing Element (if applicable) was/were adopted by the Local Government's governing body by the application submittal date subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section	Yes
§302(c)(2) Applicant certified in the Resolution submitted with this application that submission of the application was authorized by the governing board of the Applicant.	Yes
§302(c)(3) Applicant certified in the Resolution submitted with this application that, if the Local Government proposes allocation of funds for any activity to another entity, the Local government's selection process had no conflicts of interest and was accessible to the public.	Yes
§302(c)(4) Applicant certified in the Resolution submitted with this application that the application include a Plan in accordance with §302(c)(4)?	Yes
§302(c)(4)(D) Applicant certified in the Resolution submitted with this application that the Plan was authorized and adopted by resolution by the Local Government and that the public had an adequate opportunity to review and comment on its content.	Yes
§302(c)(5) Applicant certified in the Resolution submitted with this application that the Plan submitted is for a term of five years (2019-2023). Local Governments agree to inform the Department of changes made to the Plan in each succeeding year of the term of the Plan.	Yes
§302(c)(6) Applicant certified in the Resolution submitted with this application that it will ensure compliance with §302(c)(6) if funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects.	Yes

§302(c)(7) Applicant certified in the Resolution submitted with this application that it will ensure that the PLHA assistance is in the form of a low-interest, deferred loan to the Sponsor of the Project, if funds are used for the development of an Affordable Rental Housing Development. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Local government-approved underwriting of the Project for a term of at least 55 years.				Yes
§302(c)(8) Has Applicant attached a program income reuse plan describing how repaid loans or accrued interest will be reused for eligible activities specified in Section				Yes
File Name:	**Reuse Plan**	Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301.	Narrative uploaded to HCD?	Yes
Administration				
Applicant agrees to adhere to **§500**, Accounting Records.				Yes
Applicant agrees to adhere to **§501**, Audits/Monitoring of PLHA Files.				Yes
Applicant agrees to adhere to **§502**, Cancellation/Termination.				Yes
Applicant agrees to adhere to **§503**, Reporting.				Yes
Certifications				
On behalf of the entity identified below, I certify that: The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct and I possess the legal authority to submit this application on behalf of the entity identified in the signature block.				
Garrett Evans		City Manager		
Authorized Representative Printed Name		Title	Signature	Date

§302(c)(4) Plan

Rev. 5/14/21

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

The City of Pittsburg plans to use PLHA funds for two activities to make more of an impact: 1.Assist persons who are experiencing homelessness by providing supportive/case management services that allow people to obtain housing.
2.Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

Persons at risk of homelessness or homeless persons including college students have incomes of no more than 30% AMI. Therefore, serving this population meets the requirement to prioritize investments that increase the supply of housing for households with incomes at or below 60% AMI.

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.

The City's Housing Element includes goals that address homelessness. The following sections demonstrate that the PLHA Plan is consistent with the overall goals to increase the number and quality of affordable housing in Pittsburg.
Housing Goal I: Foster development of a variety of housing types, densities, and prices to balance the City's housing stock and to meet Pittsburg's regional fair share housing needs for people of all income levels.
Housing Goal II: Promote the expansion of the city's affordable housing stock, including that which accommodates special needs households. This goal supports efforts to provide temporary, transitional, and permanent housing in the city and surrounding area for homeless people.

Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-,very low-, low-, or moderate-income households, including necessary Operating subsidies.

§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.

§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.

§301(a)(5) Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.

§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.

Assist persons who are experiencing or at risk of homelessness with street outreach and supportive/case management services to help them get off the streets and into housing. The City currently has a dedicated Coordinated Outreach Referral and Engagement (CORE) team sponsored by Contra Costa County (County) that cost approximately $200,000 annually. Contra Costa County offered full sponsorship for two (2) fiscal years to address the impacts on the community since the County acquired and converted Motel 6 as a permanent homeless shelter with over 170 rooms under Project Home Key. The City would allocate 55% of the PLHA funds from 2021-2023 to cover the cost after the County's sponsorship expires.

Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2020	2021	2022	2023										
Type of Activity for Persons Experiencing or At Risk of Homelessness	Street Outreach	Street Outreach	Street Outreach	Street Outreach	Street Outreach										
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	0.00%	0.00%	55.00%	55.00%	55.00%										
§302(c)(4)(E)(ii) Area Median Income Level Served	30%	30%	30%	30%	30%										**TOTAL**
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level **Note: complete for year 2019 & 2020 only**															0

§302(c)(4)(E)(ii) Projected Number of Households Served	80	80	80	80	80										400
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity **(55 years required for rental housing projects)**															

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

The CORE team connects the homeless and transitional age youth living on the streets or in encampments to navigation centers, housing, and supportive services, and is the first point of entry to the County's Coordinated Entry system. CORE teams conduct street outreach and work to identify, engage, stabilize and house chronically homeless individuals and families. The outreach teams provide basic needs supplies, counseling, benefits assistance, linkages to healthcare, shelter placement, and referrals and transportation to C.A.R.E. Centers. CORE's program is estimated to serve at least 80 Pittsburg homeless individuals annually but in fiscal year 2020-2021 they served a total of 455.

§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.

§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.	Percentage of Funds Allocated for Affordable Owner-occupied Workforce Housing (AOWH)	**0%**

The City is dedicated to increasing the supply of housing for households at or below 60 percent of AMI. According to the most recent information from data.census.gov, Pittsburg's AMI is $82,960. A little over a quarter of Pittsburg households (approximately 26%) are at or below 60% AMI. The City is actively looking for opportunities to provide housing for all income levels but specifically for those at or below 60% AMI by acquiring properties to rent to this income population. Special consideration will also be given for housing homeless college students. Insufficient food and a lack of stable housing remain major challenges for many college students in the U.S. According to the 2020 #RealCollege report, 39% of students considered themselves food insecure in the 30 days prior to a 2019 survey. Nearly half (46%) said they were housing insecure in the past year, and 17% were homeless. Recently, the COVID-19 pandemic has increased rates of both food and housing insecurity among college students.

Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2020	2021	2022	2023										
Type of Activity	Rental: Acquisition	Rental: Acquisition	Rental: Acquisition	Rental: Acquisition	Rental: Acquisition										
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	95.00%	95.00%	40.00%	40.00%	40.00%										
§302(c)(4)(E)(ii) Area Median Income Level Served	60%	60%	60%	60%	60%										**TOTAL**
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level **Note: complete for year 2019 & 2020 only**	196	196													392
§302(c)(4)(E)(ii) Projected Number of Households Served	2	2	1	1	1										7
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity **(55 years required for rental housing projects)**	55	55	55	55	55										

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

The City will partner with the Pittsburg Housing Authority, and seek out partnerships with for-profit and non-profit organizations and developers and Los Medanos Community College to assist with providing affordable housing to Pittsburg residents and housing for homeless college students by allocating 95% of the PLHA funds from 2019-2020 and 40% from 2021-2023 towards property acquisition for rental housing.

§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.

§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.

Legislative and Congressional Information

Rev. 5/14/21

Provide the Legislative and Congressional information for the applicant and each activity location, (if different than applicant location), included in this application.

To locate or verify the Legislative and Congressional information, click on the respective links below and enter the applicant office location zip code, the activity location site zip code(s) (i.e. zip code(s) where activities are performed), and any additional activity location site(s), as applicable.

California State Assembly | California State Senate | U.S. House of Representatives

Applicant Office Location

	District #	First Name	Last Name
State Assembly Member	14	Timothy	Grayson
State Senate Member	7	Steven	Glazer
U.S. House of Representatives	11	Mark	DeSaulnier

Activity Location 1 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 2 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 3 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 4 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 5 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 6 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 7 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 8 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 9 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

Activity Location 10 (if different from applicant location)

	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

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 Resolution and Introduction and Waive First Reading of an Ordinance Approving the Home2Suites Hotel Project, AP-20-1536 (GP, RZ, UP, DR)

MEETING DATE: November 15, 2021

EXECUTIVE SUMMARY

This is a public hearing on a request for City Council approval of a 115-room hotel on 2.09-acre site located at 2112 Loveridge Road in the IP (Industrial Park) district. Assessor's Parcel No. 088-240-068. The requested approvals include: 1) a General Plan map amendment to change the site's land use designation to 'Community Commercial'; 2) a zoning map amendment to rezone the site to CC-O (Community Commercial with a limited Overlay in order to increase the maximum allowable floor area ratio to .69), District; 3) a use permit to establish a 115-room hotel; and 4) design review to construct a four-story 61,617 square-foot commercial building. On October 12, 2021, the Planning Commission adopted Resolution No. 10178 recommending approval of the project in its entirety.

FISCAL IMPACT

One-time revenues related to construction permits and other development fees and exactions are anticipated with this project.

Staff anticipates the development will result in an annual increase in transient occupancy tax (TOT) of $300,000-$400,000. This revenue would support the City's General Fund.

RECOMMENDATION

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

1. Adopt a resolution adopting a mitigated negative declaration, General Plan map amendment, use permit, and design review; and

2. Introduce, waive further reading, and pass to second reading, an ordinance approving a zoning map amendment.

Note: a condition of approval has been included making approval of the use permit and design review contingent upon City Council adoption of the ordinance approving the zoning map amendment for the project.

BACKGROUND

On September 29, 2020, the Shaan Ibrahim of Platinum Hospitality LLC, filed Planning Application No. 20-1536, requesting approval of: 1) a General Plan amendment from land use designation Business Commercial to Community Commercial; 2) a zoning map amendment to CC-O (Community Commercial with a Limited Overlay in order to increase the maximum allowable floor area ratio (FAR) to .69; 3) a use permit to establish a 115-room hotel; and 4) design review to construct a four-story 55,506-square-foot commercial building.

On October 12, 2021, the Planning Commission held a duly noticed public hearing to consider the project in its entirety, and voted 6-0 to recommend City Council of the proposed project.

Existing Conditions: The project site is vacant 2.09-acre portion of a larger approximately 8-acre site, located along the western side of Loveridge Road, between State Route 4 and East Leland Road. The northern portion of the larger site is developed with an existing warehouse and distribution business. The project site is unimproved, with the exception of curb and gutter improvements along Loveridge Road and a shared driveway with the adjacent property to the south. It contains some ruderal vegetation and low-lying grasses, with elevations between 70-75 feet above mean sea level.

See Attachment 4 for photos of the project site.

Surrounding Land Uses:

North:	Ferguson HVAC Supply, State Route 4
West:	Ventana Apartments
South:	Planet Fitness, IHOP, East Leland Road
East:	Walmart, Loveridge Shopping Center

See Attachment 5 for a map of surrounding land uses.

Proposed Project: The proposed project is to construct a four-story, 61,617-square-foot, 115 guest room hotel development. The ground floor would include 19 guest rooms, a lobby, fitness room, guest laundry and other guest amenities. The second, third and fourth floors would each contain 32 guest rooms. The upper floors of the hotel would be accessed through a set of elevators located at the eastern end of the building, where a staircase would be located as well. The hotel building would stand 52-feet, 1-inch in height, with a FAR of approximately 0.69.

The exterior building design of the hotel can be characterized as modern and sleek and would consist of a rectangular footprint with staggered walls. Building materials would include a textured exterior insulation and finish system (EIFS), cement fiber board, aluminum accent bands, a steel canopy and a tile base. A neutral palette of white, grey and brown colors would be used on the building's exterior. Hotel signage would be provided along the northern and eastern elevations of the building.

The building would sit at the center of the site with its main entry and porte cochere facing Loveridge Road. A trash enclosure is proposed at the southwest corner of the site. An outdoor pool and patio with a seating area would be located on the south side of the hotel. A drive aisle and parking area accommodating up to 120 automobiles would wrap around the hotel building. Two separate driveways are proposed for vehicular access off Loveridge Road, one of which would be a shared entry with the adjacent development to the south.

GENERAL PLAN/CODE COMPLIANCE:

General Plan: The project site is in the 'Loveridge' subarea of the General Plan. The project site is currently designated Business Commercial. The Business Commercial designation is intended to sites for administrative, financial, business, professional, medical, research and development, and public offices, as well as custom manufacturing, limited assembly, light manufacturing, warehousing and distribution, and support commercial uses. Although it is consistent with several General Plan goals and policies (see Attachment 6), the proposed hotel use was not envisioned under the current land use designation. However, this issue would be addressed if the City Council were to approve the proposed redesignation of the site from Business Commercial to Community Commercial. The 'Community Commercial' designation is intended to provide sites for retail shopping areas (primarily in shopping centers) containing a wide variety of businesses, including retail stores, eating and drinking establishments, commercial recreation, service stations, automobile sales and repair services, financial, business and personal services, motels, educational and social services.

Zoning: The project site is currently within the IP (Industrial Park) district. As the current zoning does not allow for hotel uses, the applicant is requesting a rezone to the CC (Community Commercial) district, which allows for a hotel subject to use permit approval. The CC District zoning would be consistent with the Community Commercial General Plan land use designation.

An overlay district is requested by the applicant to increase the allowable floor area ratio from 0.5 to 0.69 to allow for the construction of the proposed 61,617-square-foot commercial hotel.

Pursuant to Pittsburg Municipal Code section 18.48.030, the Planning Commission included written findings to support recommendations to the City Council to amend the Zoning Ordinance.

Design Guidelines: The proposed project is subject to the City's Development Review Design Guidelines (DRDG), adopted by the Planning Commission through Resolution No. 9864. As shown in Attachment 8, the project is substantially consistent with the City's DRDGs; however, condition have been added to ensure consistency with DRDG sections IV.d, IV.j, IV.m, IV.r, VI.D.1-2, and VI.D.4, which in general encourage: a) utility and downspout screening; b) properly design trash enclosures; c) cool roofs and paving that minimizes heat islands; d) and installation of electric vehicle charging stations.

Required Finding – General Plan Map Amendment: Under Government Code section 65358, the legislative body (City Council) 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. For calendar year 2021, the City Council has adopted two amendments to the General Plan Land Use Element.

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

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

Required Findings – Use Permit: In accordance with PMC section 18.16.040, a use permit may be granted only if the Planning Commission made findings that the proposed use:

A. is in accord with the objective of the Zoning Ordinance, the purposes of the land use district in which it is located and is appropriate to the specific location;

B. is not detrimental to the health, safety, and general welfare of the City;

C. will not adversely affect the orderly development of property within the City;

D. will not adversely affect the preservation of property values and the protection of the tax base and other substantial revenue sources within the City;

E. is consistent with the objectives, policies, general land uses and programs specified in the general plan and applicable specific plan;

F. will not create a nuisance or enforcement problem within the neighborhood;

G. will not encourage marginal development within the neighborhood;

H. will not create a demand for public services within the City beyond that of the ability of the City to meet in light of taxation and spending restraints imposed by law; and

I. is consistent with the City's approved funding priorities.

Required Findings – Design Review: In order to grant design review approval for a project, the City Council must determine, in accordance with PMC section 18.36.220.B, 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 would 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.

Environmental Review: The proposed project is subject to the California Environmental Quality Act (CEQA), and the State CEQA Guidelines (Public Resources Code section 21080). Pursuant to the provisions of the State CEQA Guidelines, an Initial Study was prepared for the Project. Based on the analysis in the study, the Planning Manager determined that potentially significant effects of the project could be lessened through specified mitigations, and subsequently, a draft Mitigated Negative Declaration (MND) was prepared. On August 9, 2021, a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) was distributed to the public for a 30-day review, in accordance with CEQA Guidelines section 15105(b). Public distribution of the NOI consisted of delivery to the County Clerk's Office, posting on the City's website, and direct mailing to all interested parties and owners/occupants of the properties directly contiguous with the Project, in accordance with CEQA Guidelines section 15072. One comment letter was received prior to the close of the comment period.

Public Notice: On or prior to October 22, 2021, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020, a "Notice of Public Hearing," for the November 1, 2021, public hearing on this item was published in the East County Times; was posted at City Hall; 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. The notice was also posted on www.nextdoor.com ("Nextdoor") and was sent directly to all subscribed residents in the "Diamond Hillside", "Los Medanos", "Mosic Apartments" and the "Ventura" neighborhoods.

SUBCOMMITTEE FINDINGS

On January 28, 2020, a preliminary plan review application was submitted to solicit feedback from the City's Land Use Subcommittee on a potential general plan and zoning map amendment of the site to facilitate the construction of a hotel and drive-through coffee shop. On January 28, 2020, the Land Use Subcommittee met to discuss the proposal, and were supportive of the project, stating a hotel would be beneficial to Pittsburg and would help in creating a hotel and services cluster in the vicinity. Concerns were raised regarding security at the site, for the safety of the guests staying there. It was recommended that a security plan be considered, as well as meeting spaces for guests and that high quality design, aesthetics and branding be considered with the development.

STAFF ANALYSIS

Staff believes that the City Council can make the required findings to approve the proposed project. The staff recommended findings are provided as part of the proposed resolution and ordinance in Attachments 1 and 2. In particular, staff believes the proposed General Plan map amendment would be in the public interest in that the proposed land use change would facilitate the use of a vacant parcel and help the City achieve its economic development objectives, by enhancing the assessed value of the land, creating additional service sector jobs. The proposed project would also benefit the city's general fund through payment of the transient occupancy tax (TOT) which helps fund numerous items, from

public safety to economic development programs.

Staff believes the proposed amendment would be consistent with the objectives of the General Plan. The proposed project would be consistent with General Plan Land Use Element Goal 2-G-6 and 2-G-14, as it is an infill development located on an underutilized site, and would support the development of increased commercial activities in the Loveridge Subarea. Staff believes the proposed amendment would not run counter to General Plan Land Use Policy 2-P-11, as there are other vacant sites designated for Business Commercial uses in the vicinity of the proposed project.

With the closure of a nearby motel to provide supportive housing, there is a lack of lodging option for residents and visitors to the area. In 2020, Contra Costa County purchased the 174-room Motel 6 property on Loveridge Road to provide a permanent service center for the homeless population. The proposed project's location provides easy access to State Route 4, and will support existing retail and restaurant uses in the vicinity. As conditioned, the proposed project will both provide a service needed by the community, positively affect the general fund and conform with the City's design guidelines. The project would conform with good taste, good design and in general would contribute to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high-quality, in that it would both provide an attractive, modern-looking building within a highly-landscaped environment and include a variety of guest amenities such as an outdoor pool, an outdoor patio with seating and shade structures, a fitness center, work stations, and market.

The development would also enhance the visual quality of the area and increase the number of patrons within the area that naturally monitor the streetscape and one another, enhancing community safety. The proposed new hotel would have a modern and sleek appearance with a variety of materials and colors used on its exterior. It will also include guest amenities including an outdoor pool, patio and fitness center. New landscaping along the Loveridge Road frontage would also enhance the appearance of the site and would help soften the visual impact of the abutting areas.

Key conditions of approval recommended by staff in order to ensure consistency with the City-adopted design guidelines or other regulatory requirements include: 1) requiring permanent, fixed bicycle racks or lockers for a minimum of 10 bicycles; 2) a minimum of seven (7) electric vehicle (EV) spaces with EVSE installed; 3) lighting arranged in a manner to reflect away from adjoining properties; 4) measure to mitigate impacts interior noise resulting from surrounding roadways and uses; 5) cool roof measures and pre-wiring for solar photovoltaics panels; 6) an air filtration system; 7) and adherence to non-residential green building requirements. Further, the project would be required to: 1) adhere to all applicable mitigation measures identified within IS/MND; 2) pay of all applicable impact fees, including local and regional traffic mitigation fees; 3) annex the Project site into applicable CFDs (Fire and Public Safety); and 11) payment of sales taxes for construction materials to the City of Pittsburg.

ATTACHMENTS:

1. Proposed Resolution
    a. Exhibit A – Initial Study/Mitigated Negative Declaration
    b. Exhibit B – Mitigation Monitoring and Reporting Program
    c. Exhibit C – General Plan Map Amendment
2. Proposed Ordinance

    a. Exhibit A – Zoning Map Amendment
3. Planning Commission Resolution No. 10178 (without Exhibits A or B)
4. Project Plans
5. Map of Surrounding Uses
6. Photos of Site and Surroundings
7. Applicable General Plan Goals and Policies
8. Development Design Review Guidelines
9. Comment Received on Proposed Mitigated Negative Declaration and Initial Study
10. Public Hearing Notice

Prepared by: Jordan Davis, Director of Community and Economic Development

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Adopting a Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, General Plan Map Amendment, Use Permit, and Design Review for a 115-Unit Hotel, located at 2112 Loveridge Road, for "Home2Suites Hotel, AP-20-1536 (GP, RZ, UP, DR)	)))))))	RESOLUTION NO. 21-

WHEREAS, on September 29, 2020, the Shaan Ibrahim of Platinum Hospitality LLC, filed Planning Application No. 20-1536, requesting approval of: 1) a General Plan amendment from land use designation Business Commercial to Community Commercial; 2) a zoning map amendment to CC-O (Community Commercial with a Limited Overlay in order to increase the maximum allowable floor area ratio to .69; 3) a use permit to establish a 115-room hotel; and 4) design review to construct a four-story 55,506-square-foot commercial building. The project site is located at 2112 Loveridge Road; APN 088-240-068; and

WHEREAS, on January 28, 2020, a preliminary plan review application was submitted to solicit feedback from the City's Land Use Subcommittee on a potential general plan and zoning map amendment of the site to facilitate the construction of a hotel and drive-through coffee shop. On January 28, 2020, the Land Use Subcommittee met to discuss the proposal, and were supportive of the project, stating a hotel would be beneficial to Pittsburg and would help in creating a hotel and services cluster in the vicinity. Concerns were raised regarding security at the site, for the safety of the guests staying there. It was recommended that a security plan be considered, as well as meeting spaces for guests and that high quality design, aesthetics and branding be considered with the development; and

WHEREAS, the currently proposed project is governed by the applicable goals and policies of the Pittsburg General Plan and the Pittsburg Municipal Code (PMC); and

WHEREAS, pursuant to PMC section 17.16.100, an applicant may request that two or more applications for separate discretionary approvals, including zoning amendments under Title 18 of this Code, requested or required in conjunction with a project be consolidated; and

WHEREAS, 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 adopted two amendments to the General Plan Land Use Element; and

WHEREAS, in accordance with PMC section 18.16.040, a use permit may be granted only if the City Council can make findings that the proposed use:

A. is in accord with the objective of the Zoning Ordinance, the purposes of the land use district in which it is located and is appropriate to the specific location;

B. is not detrimental to the health, safety, and general welfare of the City;
C. will not adversely affect the orderly development of property within the City;

D. will not adversely affect the preservation of property values and the protection of the tax base and other substantial revenue sources within the City;

E. is consistent with the objectives, policies, general land uses and programs specified in the general plan and applicable specific plan;

F. will not create a nuisance or enforcement problem within the neighborhood;

G. will not encourage marginal development within the neighborhood;

H. will not create a demand for public services within the City beyond that of the ability of the City to meet in light of taxation and spending restraints imposed by law; and

I. is consistent with the City's approved funding priorities; and

WHEREAS, in order to approve design review, the City Council must determine, in accordance with PMC section 18.36.220.B, 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 would 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, the project is subject to the California Environmental Quality Act (CEQA), and the State CEQA Guidelines (Public Resources Code section 21080). Pursuant to the provisions of the State CEQA Guidelines, an Initial Study was prepared for the project. Based on the analysis in the study, the Planning Manager determined that potentially significant effects of the project could be lessened through specified mitigations, and subsequently, a Mitigated Negative Declaration was prepared; and

WHEREAS, on August 9, 2021, a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) was distributed to the public for a 30-day review, in accordance with CEQA Guidelines section 15105(b). Public distribution of the NOI consisted of delivery to the County Clerk's Office, posting on the City's website, and direct mailing to all interested parties and owners/occupants of the properties directly contiguous with the project, in accordance with CEQA Guidelines section 15072; and

WHEREAS, on October 12, 2021, the Planning Commission considered the Initial Study prepared for the project and held a public hearing on Planning Application No. AP 20-1536 (GP, RZ, UP, DR), at which time oral and/or written testimony was considered, and adopted Resolution No. 10178, recommending City Council approval of the project in its entirety; and

WHEREAS, on or prior to November 4, 2021, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020, a "Notice of Public Hearing," for the November 15, 2021 public hearing on this item was published in the East County Times; was posted at City Hall; 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. The notice was also posted on www.nextdoor.com ("Nextdoor") and was sent directly to all subscribed residents in the "Diamond Hillside", "Los Medanos", "Mosaic Apartments" and the "Ventura" neighborhoods; and,

WHEREAS, on November 15, 2021, the City Council held a public hearing on General Plan Amendment, Rezoning, Use Permit, and Design Review Application No. AP-20-1536, at which time oral and/or written testimony was considered.

Section 1. Findings.

Based on the Staff Report entitled, "Adoption of a Resolution and Introduction and Waive First Reading of an Ordinance Approving the Home2Suites Hotel Project, AP-20-1536 (GP, RZ, UP, DR)," dated November 15, 2021, 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, in the custody of the Planning Manager, and based on all written and oral testimony presented at the meeting, the City Council finds that:

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

B. The Initial Study and draft Mitigated Negative Declaration prepared for this project were prepared in compliance with Public Resources Code section 21000 et seq (CEQA), and the City Council has independently reviewed and considered the information contained therein prior to approval of the project.

General Plan Map Amendment

C. The requested General Plan map amendment is in the public interest, in that the proposed land use change would facilitate the use of a vacant parcel and help the City achieve its economic development objectives, by enhancing the assessed value of the land, creating additional service sector jobs. The proposed project would also benefit the city's general fund through payment of the transient occupancy tax (TOT) which helps fund numerous items, from public safety to economic development programs.

D. The General Plan will remain internally consistent with the amendment, in that it can be determined that an excess of adequate sites to meet the City's office and business development objectives are available elsewhere.

Use Permit

E. The proposed project:

1. Will be in accordance with the objectives of the Zoning Ordinance, the purposes of the land use district in which it is located and will be appropriate to the specific location, in that a hotel is a conditionally permitted use in the proposed CC-O Zoning District in which it would be located. The proposed use is appropriate to the location given its proximity to State Route 4 and other commercial businesses;

2. will not be detrimental to the health, safety and general welfare of the City, in that the operation of the proposed use does not involve hazardous materials. The hotel would located on an existing major arterial surrounded by commercial development, such that residential streets would not be impacted by the increase in traffic generated by the use;

3. will not affect orderly development, in that the hotel would be constructed on a vacant infill site that is surrounded by existing residential and commercial development;

4. will not adversely affect the preservation of property values and the protection of the tax base and other substantial revenue sources within the City, but rather would assist property values by improving a vacant site, and contribute to the City's general fund through payment of transient occupancy tax;

5. is consistent with the General Plan, in that it will facilitate development of a vacant site and support the development of regionally-oriented commercial activities, consistent with General Plan Goals 2-G-1, 2-G-6 and 2-G-14;

6. will not create a nuisance or enforcement problem within the neighborhood, in that it will be required to meet performance standards, as set forth by PMC chapter 18.82. The standards are intended to address potential ongoing safety, noise, odor, and maintenance concerns;

7. will not create a demand for public services within the City beyond that of the ability of the City to meet in light of taxation and spending restraints imposed by law, in that the project site has access to existing infrastructure, including fire, police, and water; and

8. will not be inconsistent with the City's approved funding priorities, in that it does not require City funding to operate, and would generate substantial revenue through transit occupancy tax (TOT) which may be used to help fund various City operations.

Design Review

F. The project:

1. conforms with good taste, good design and in general will contribute to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high-quality, in that it will provide an attractive, modern-looking building within a highly-landscaped environment, and include a variety of guest amenities such as an outdoor pool and patio with seating and a fitness center, and market;

2. will protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable, if it complies with all applicable building codes and a condition of approval is added requiring the Project to provide the following in order to meet the State noise standard: a) mechanical ventilation; b) windows and glass doors rated STC 24 or higher; and c) vent ducts with at least two 90-degree turns;

3. will not be of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value; rather, construction of the hotel should heighten the appearance of neighborhood, improve property values, and attract additional investment in the area; and

4. is in harmony with adjacent commercial development, in that the hotel design consists of a rectangular footprint with staggered walls, a neutral color scheme, and attractive landscaped surroundings. The building materials would also be complementary, in that they will include a textured exterior insulation and finish system (EIFS), cement fiber board, metal accent bands, and tiles along the base.

G. The staff report entitled "Adoption of a Resolution and Introduction and Waive First Reading of an Ordinance Approving the Home2Suites Hotel Project, AP-20-1536 (GP, RZ, UP, DR)," dated November 15, 2021, is referenced hereto as additional support for the findings.

Section 2. Adoption of a Mitigated Negative Declaration

Based on the findings and the authority set forth above, the City Council hereby adopts the attached Mitigated Negative Declaration (Exhibit A) and Mitigation Monitoring

and Reporting Program (Exhibit B) for the Home2Suites Hotel Project, AP-20-1536 (GP, RZ, UP, DR).

Section 3. Approval of General Plan Amendment

Based on the findings set forth in section 1 above, the Council hereby:

A. Amends General Plan Figure 2-2 (Land Use Diagram) and Figure 2-4c (Loveridge Subarea) to change the land use designation of the properties described in section 1.A above, from a 'Business Commercial' to 'Community Commercial' as substantially presented in Exhibit C 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 to reflect the recommended revision described in Section 3.A above.

Section 4. Use Permit and Design Review

Based on the findings set forth in section 1 above, the Council hereby approves a use permit and design review of architectural and landscape plans, subject to the following conditions:

1. Contingency of Approval. The Use Permit and Design Review applications approved by this resolution shall be contingent on the adoption of an Ordinance Rezoning the subject property from IP (Industrial Park) District to CC-O (Community Commercial with a Limited Overlay) District.

2. Conformity with Project Plans: The proposed project shall be constructed in substantial conformity with the project plans dated March 19, 2021, except as may be hereinafter modified. Any major changes to the project plans shall be subject to review and approval by the Planning Commission at the City Planner's discretion.

3. Landscape Plans: The applicant shall submit a final landscape plan which identifies the total landscaped area, plant species and quantities in conformance with Pittsburg Municipal Code section 18.84.308. A minimum of 10% of the site must be landscaped.

4. Landscape Maintenance: The applicant or subsequent business owner or operator shall be responsible for maintaining landscaping in accordance with the approved landscape plan. Amendments or modifications to the approved landscape plan shall be submitted to the city planner for approval.

5. Bicycle Parking. The applicant shall maintain permanent, fixed bicycle racks or lockers for a minimum of ten bicycles. The final design and location of any new bicycle rack(s) shall be subject to review and approval by the Planning Division.

6. Photometric Plan: The developer shall provide a lighting and photometric plans showing the location, type, and design of all outdoor lighting. Final location and

design shall be subject to review and approval by the Planning Division prior to installation.

7. Lighting: All lighting shall be arranged to reflect light away from adjoining properties and public rights-of-way. In general, lighting fixtures shall be shielded to prevent glare on adjoining properties and public rights-of-way.

8. Sign Permits: Building signage is not approved with this resolution. The applicant or business operator(s) shall submit proposed signs as part of separate sign permit applications, which shall be subject to review and approval by the Community Development Department prior to installation.

9. Trash Enclosure. The trash enclosure on site shall be consistent with the City of Pittsburg Trash Enclosure Design Standards and accommodate for refuse recycling and organics. The final design, materials and location of the trash enclosure shall be subject to review and approval by the Planning Division

10. Peace and Order: The business operators shall be responsible for maintaining the peace and order on the premises. All necessary steps shall be taken to ensure that the customers refrain from incidents of violence that adversely impact the safety of the community. Should the business operators fail to control loitering, noise, public disturbances or incidents of violence, and in the event that the business necessitates an increased police presence, the Chief of Police may require the business owners to provide additional public safety measures, including but not limited to, video cameras, additional exterior lighting, hiring licensed and bonded security guards approved by the Police Department, or such other measures as determined necessary by the Chief of Police. Any such required additional measures shall be at the business owner's/operator's sole expense.

11. Site Maintenance: The site shall be kept clean and free of all graffiti, litter, debris and refuse at all times. All landscaping on site shall be kept weed free and maintained in a healthy and thriving condition. Outdoor storage shall be prohibited.

12. EV Spaces and EVSE: At least seven (7) Electric Vehicle (EV) spaces with Electric Vehicle Supply Equipment (EVSE) shall be installed, consistent with Guideline IV.D.4 of the City of Pittsburg Development Review Design Guidelines (Planning Commission Resolution No. 9864). The installed EVSE shall be 'Level 2', capable of charging at 30 amperes or higher at 208 or 240 volts. The appropriate permissive and regulatory signage shall be provided immediately adjacent to each EV space in accordance with California Manual on Uniform Traffic Control Devices and Title 24 of the California Building Code. Compliance with this condition shall be shown on the construction drawings and improvement plans submitted for building and engineering permits. Applicant shall install conduit for a minimum of ten (10) additional EV spaces, to be installed at a future date.

13. Air Filtration Systems: High efficiency air filters (MERV-13 equivalent or better) shall be installed and maintained throughout the heating, ventilation, and air conditioning systems for the hotel building. Compliance with this condition shall be shown on the construction drawings submitted for building permits.

14. Interior Noise: The hotel building design shall implement the following measures in order to reduce interior noise impacts in compliance with State noise standards:

    a) in order for windows and doors to remain closed, mechanical ventilation such as air conditioning shall be provided for all buildings;
    b) all windows and glass doors shall be rated STC 24 or higher such that the noise reduction provided will satisfy the interior noise standard of 45 dBA CNEL; and
    c) all vent ducts connecting interior spaces to the exterior (i.e., bathroom exhaust, etc.) shall have at least two 90 degree turns in the duct.

15. Utility Screening: All air conditioning units, utility boxes, transformers, backflow preventers, meters, and junction boxes shall be substantially screened from public view using a block or retaining wall screen, wood/architectural screen, or dense landscaping screen consistent with Appendix 1 of the City of Pittsburg Development Review Design Guidelines (Planning Commission Resolution No. 9864). Compliance with this condition shall be shown on the construction drawings and improvement plans submitted for building and engineering permits, and the final design shall be subject to review and approval by the Community Development Department prior to issuance of said permits.

16. Gutters & Downspouts: All gutters and downspouts shall be placed behind exterior walls, consistent with Guideline IV.m of the City of Pittsburg Development Review Design Guidelines (Planning Commission Resolution No. 9864). Final gutter and/or downspout placement shall be identified on the construction drawings and shall be subject to review and approval by the Community Development Department prior to issuance of a building permit.

17. Solar Panels: The hotel building's roof shall be pre-wired to create a solar-ready surface, consistent with Guideline IV.D.1 of the City of Pittsburg Development Review Design Guidelines (Planning Commission Resolution No. 9864). Wiring details shall be included on the construction drawings and shall be subject to review and approval by the Community Development Department prior to issuance of a building permit.

18. Cool Roof: The hotel building shall incorporate a cool roof for reduction of heat island effect, consistent with Guideline IV.D.1.c of the City of Pittsburg Development Review Design Guidelines. Cool roofs shall meet the minimum solar reflectance requirements discussed under CalGreen Nonresidential Voluntary Measure A5.106.11 (see 2016 California Green Building Standards Code, Part 11). Compliance with this condition shall be shown on the construction drawings submitted for building permits.

19. Site Hardscapes: At least fifty percent of all outdoor hardscapes within the project shall use light colored materials with an initial solar reflectance value of at least 30 as determined in accordance with American Society for Testing and Materials (ASTM) Standards E1918 or C1549. Compliance with this condition shall be shown on the construction drawings and improvement plans submitted for building and engineering permits.

20. Green Building Features: The project shall meet the Nonresidential Mandatory Measures specified under the 2019 California Green Building Standards Code, Part II. In addition to those measures, the project shall implement the following Nonresidential Voluntary Measures:

    A5.106.5.1 Designated parking for clean air vehicles
    A5.106.11.2 Cool roof for reduction of heat island effect
    A5.203.1 Energy efficiency. (Tier 1)
    A5.303.2.3.1 Indoor water use – Tier 1 – 12-percent savings.
    A5.303.4.1 Non-water supplied urinals.
    A5.405.5 Cement and concrete.
    A5.507.1 Lighting and thermal comfort controls.
    A5.508.1.3 Hydrochlorofluorocarbons (HCFCs), or
    A5.508.1.4 Hydrochlorofluorocarbons (HCFCs).

    Compliance with this condition shall be shown on the construction drawings submitted for building permits.

Environmental Mitigation Measures

21. Environmental Mitigation Measures: The applicant shall comply with the environmental impact mitigation measures identified below. Where there may be a conflict between the mitigation measures of this resolution and the Mitigation Monitoring and Reporting Program (attached as Exhibit C of this resolution), the specific measures of this resolution shall govern.

    a. (Measure AIR-1) Implement Construction Best Management Practices: The applicant shall require all construction contractors to implement the basic construction mitigation measures recommended by the Bay Area Air Quality Management District (BAAQMD) to reduce fugitive dust emissions. Emission reduction measures will include, at a minimum, the following measures. Additional measures may be identified by the BAAQMD or contractor as appropriate:

        i. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) will be watered two times per day;
        ii. All haul trucks transporting soil, sand, or other loose material offsite will be covered;
        iii. All visible mud or dirt track-out onto adjacent public roads will be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited;
        iv. All vehicle speeds on unpaved roads will be limited to 15 miles per hour;
        v. All roadways, driveways, and sidewalks to be paved will be completed as soon as possible. Building pads will be laid as soon as possible after grading unless seeding or soil binders are used.

vi. Idling times shall be minimized either by shutting equipment off when not in use or by reducing the maximum idling time to 5 minutes (as required by the California Airborne Toxics Control Measure Title 13, Section 2485 of the California Code of Regulations. Clear signage shall be provided for construction workers at all access points.
vii. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator.
viii. Post a publicly visible sign with the telephone number and person to contact at the City regarding dust complaints. This person will respond and take corrective action within 48 hours. The BAAQMD's phone number will also be visible to ensure compliance with applicable regulations.

b. (Measure AIR-2) The following condition shall be implemented during all phases of construction to reduce potential exposure of diesel particulate matter (DPM) emissions to sensitive receptors located near the project site:

Prior to the issuance of any demolition, grading, or building permits (whichever occurs earliest), the applicant and/or construction contractor shall prepare a construction operations plan that, during construction activities, requires all off-road equipment with engines greater than 75 horsepower to meet either the particulate matter emissions standards for Tier 4 Interim engines or be equipped with Level 3 diesel particulate filters. Tier 4 Interim engines shall, at a minimum, meet United States Environmental Protection Agency (EPA) or California Air Resources Board (CARB) particulate matter emissions standards for Tier 4 Interim engines. Alternatively, use of CARB-certified Level 3 diesel particulate filters on off-road equipment with engines greater than 75 horsepower can be used in lieu of Tier 4 Interim engines or in combination with Tier 4 Interim engines. The construction contractor shall maintain records documenting its efforts to comply with this requirement, including equipment lists. Off-road equipment descriptions and information shall include, but are not limited to, equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, and engine serial number. The applicant and/or construction contractor shall submit the construction operations plan and records of compliance to the City of Pittsburg.

c. (Measure BIO-1) Avoid Disturbance of Nesting Birds. If project activities occur during the nesting season for native birds (February 1 to August 31), the following measures shall be implemented to avoid or minimize the potential for adverse impacts on nesting migratory birds and raptors:

i. Pre-construction nesting bird survey for species protected by the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code shall be conducted by a qualified biologist within a 100-foot radius of proposed construction activities for passerines and a 300-foot radius for raptors no more than 30 days prior to the start of construction activities.

ii. If active nests are found, a qualified biologist shall determine the size of the buffers based on the nesting species and its sensitivity to disturbance. The size of the buffers may be reduced at the discretion of a qualified biologist, but no construction activities shall be permitted within the buffer if they are demonstrated to be likely to disturb nesting birds. Active nest sites shall be monitored periodically to determine time of fledging.

d. (Measure BIO-2) Compliance with the East Contra Costa County Habitat Conservation Plan / Natural community Conservation Plan. The project is located within and is implemented under the authority that is subject to the East Contra Costa County (ECCC) Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP). The project shall comply with the HCP/NCCP which includes the following steps:

i. Project proponent shall apply for take coverage from the City of Pittsburg using the HCP/NCCP Application Form and Planning Survey Report.
ii. The City of Pittsburg shall review the application for completeness and verify if there are required fees.
iii. The City of Pittsburg conditions project with applicable requirements of HCP/NCCP.
iv. If required, the project proponent shall pay the fees before or at grading permit (at first construction permit if no grading permit).
v. The project proponent shall conduct any required pre-construction monitoring, construction monitoring and avoidance measures as determined by the ECCC HCP/NCCP.

e. (Measure CUL-1) Cultural Materials Discovered During Construction. If any cultural resource is encountered during ground disturbance or subsurface construction activities (e.g., trenching, grading), all construction activities within a 50-foot radius of the identified potential resource shall cease until a Secretary of the Interior-qualified archaeologist evaluates the item for its significance and records the item on the appropriate State Department of Parks and Recreation 523 series forms. All forms and associated reports would be submitted to the Northwest Information Center (NWIC) of the California Historical Resources Information System (CHRIS). The archaeologist shall determine whether the resource requires further study. If, after the qualified archaeologist conducts appropriate technical analyses, the resource is determined to be eligible for listing on the California Register of Historical Resources (CRHR) as a unique archaeological resource as defined in PRC Section 15064.5, the archaeologist shall develop a plan for the treatment of the resource. The plan shall contain appropriate mitigation measures, including avoidance, preservation in place, data recovery excavation, or other appropriate measures outlined in PRC Section 21083.2.

f. (Measure CUL-2) Human Remains Discovered During Construction. If ground-disturbing activities uncover previously unknown human remains, Section

7050.5 of the California Health and Safety Code applies, and the following procedures shall be followed:

There shall be no further excavation or disturbance of the area where the human remains were found or within 50 feet of the find until the County Coroner and the appropriate City representative are contacted. Duly authorized representatives of the Coroner and the City shall be permitted onto the project site and shall take all actions consistent with Health and Safety Code Section 7050.5 and Government Code Sections 27460, et seq. Excavation or disturbance of the area where the human remains were found or within 50 feet of the find shall not be permitted to re-commence until the Coroner determines that the remains are not subject to the provisions of law concerning investigation of the circumstances, manner, and cause of any death. If the Coroner determines that the remains are 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 (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of the human remains and any associated grave goods with appropriate dignity, as provided in PRC Section 5097.98. If the MLD does not make recommendations within 48 hours, the landowner shall reinter the remains in an area of the property secure from further disturbance. If the landowner does not accept the MLD's recommendations, the owner or the MLD may request mediation by NAHC.

g. (Measure GEO-1) Implement Geotechnical Design Recommendations. Prior to issuance of grading permits, the applicant shall incorporate all design specifications and recommendations contained within the geotechnical investigation report into relevant project plans and specifications. These specifications pertain to but are not limited to expansive soils, building foundations, foundation drainage, and backfill of excavations. The project site plans shall be submitted to the City and reviewed as part of the building permit review process.

h. (Measure HYD-1) Prepare and Implement a SWPPP. Prior to the issuance of any construction-related permits, the applicant shall prepare and submit a Notice of Intent to the State Water Resources Control Board (SWRCB) and prepare a Stormwater Pollution Prevention Plan (SWPPP) in compliance with the National Pollutant Discharge Elimination System (NPDES) General Construction Permit. The SWPPP shall include a detailed, site-specific listing of the potential sources of stormwater pollution; pollution prevention measures (erosion and sediment control measures and measures to control non-stormwater discharges and hazardous spills); description of the type and location of erosion and sediment control best management practices (BMPs) to be implemented at the project site; and a BMP monitoring and maintenance schedule to determine the amount of pollutants leaving the project site. A copy of the SWPPP must be current and remain onsite. Water quality BMPs identified in the SWPPP could include but are not limited to the following:

i. Surface water runoff shall be controlled by directing flowing water away from critical areas and by reducing runoff velocity. Diversion structures, such as terraces, dikes, and ditches, shall collect and direct runoff water around vulnerable areas to prepared drainage outlets.
ii. Surface roughening, berms, check dams, hay bales, or similar devices shall be used to reduce runoff velocity and erosion.
iii. Sediment shall be contained when conditions are too extreme for treatment by surface protection. Temporary sediment traps, filter fabric fences, inlet protectors, vegetative filters and buffers, or settling basins shall be used to detain runoff water long enough for sediment particles to settle out. Construction materials, including topsoil and chemicals, shall be stored, covered, and isolated to prevent runoff losses and contamination of groundwater.
iv. Topsoil removed during construction shall be carefully stored and treated as an important resource. Berms shall be placed around topsoil stockpiles to prevent runoff during storm events.
v. Fuel and vehicle maintenance areas shall be established away from all drainage courses, and these areas shall be designed to control runoff.
vi. Temporary erosion control measures, such as silt fences, staked straw bales, and temporary revegetation, shall be employed for disturbed areas. No disturbed surfaces would be left without erosion control measures in place during the winter and spring months.
vii. A spill prevention and countermeasure plan shall be developed to identify proper storage, collection, and disposal measures for potential pollutants (such as fuel, fertilizers, pesticides, etc.) used onsite. The plan would also require the proper storage, handling, use, and disposal of petroleum products.
viii. Construction activities shall be scheduled to reduce land disturbance during peak runoff periods and to the immediate area required for construction. Soil conservation practices shall be completed during the fall or late winter to reduce erosion during spring runoff. Existing vegetation would be retained where possible. To the extent feasible, grading activities shall be limited to the immediate area required for construction.

i. (Measure NOI-1) Construction Activity. Implementation of the following multipart mitigation plan is required to reduce the potential construction period noise impacts.
    i. Follow the construction time restrictions as listed in Policy 12-P-9 in the City of Pittsburg General Plan (General Plan) document and Section 18.82.040 in the City of Pittsburg Municipal Code.
    ii. Follow the construction noise mitigation measures listed in Step 5 within Section 7.1 “Construction Noise Assessment” in the Federal Transit Administration (FTA) 2018 Transit Noise and Vibration Impact Assessment Manual document:

        “Design Considerations and Project Layout:

- Construct noise barriers, such as temporary walls or piles of excavated material, between noisy activities and noise-sensitive receivers.
- Re-route truck traffic away from residential streets, if possible. Select streets with fewest homes if no alternatives are available.
- Site equipment on the construction lot as far away from noise-sensitive sites as possible.

Sequence of Operations:

- Construct walled enclosures around especially noisy activities, or clusters of noisy equipment. For example, shields can be used around pavement breakers, loaded vinyl curtains can be draped under elevated structures.
- Combine noisy operations to occur in the same time period. The total noise level produced will not be significantly greater than the level produced if the operations were performed separately.
- Avoid nighttime activities. Sensitivity to noise increases during the nighttime hours in residential neighborhoods.

Alternative Construction Methods:

- Use specially quieted equipment, such as quieted and enclosed air compressors, mufflers, on all engines."

iii. Post a construction site notice that includes the following information: job site address, permit number, name and phone number of the contractor and owner or owner's agent, hours of construction allowed by code or any discretionary approval for the Site, and City telephone numbers where violations can be reported. The notice shall be posted and maintained at the construction site prior to the start of construction and displayed in a location that is readily visible to the public and approved by the City.

j. (Measure NOI-2) Construction Vibration. Follow the construction vibration mitigation measures listed in Step 5 within Section 7.2 "Construction Vibration Assessment" in the FTA 2018 Transit Noise and Vibration Impact Assessment Manual document:
"Design Consideration and Project Layout

- Route heavily loaded trucks away from residential streets. Select streets with the fewest homes if no alternatives are available.
- Operate earth-moving equipment on the construction lot as far away from vibration-sensitive sites as possible.

Sequence of Operations

- Phase demolition, earth-moving, and ground-impacting operations so as not to occur in the same time period. Unlike noise, the total vibration level produced could be substantially less when each vibration source operates separately.

- Avoid nighttime activities. Sensitivity to vibration increases during the nighttime hours in residential neighborhoods.

Alternate Construction Methods

- Avoid vibratory rollers and packers near sensitive areas.

Vibration Mitigation Plan

- Describe and commit to a mitigation plan that will be developed and implemented during the engineering and construction phase when the information available during the project development phase will not be sufficient to define specific construction vibration mitigation measures. The objective of the plan should be to minimize construction vibration damage using all reasonable and feasible means available. The plan should include the following components:
    - A procedure for establishing threshold and limiting vibration values for potentially affected structures, based on an assessment of each structure's ability to withstand the loads and displacements due to construction vibrations.
    - A commitment to develop a vibration monitoring plan during the engineering phase and to implement a compliance monitoring program during construction."

Engineering Conditions – Fees

22. Improvement and Grading Plan Review fees. The applicant shall provide an initial payment for review of the grading and improvement plans with the first submittal. These fees are based on the engineer's estimated costs for site improvements and grading, which shall be submitted with the plans. The improvement plan check fee is 7% of the cost of the improvements. The grading plan check fee is 2.5% of the cost for grading, or it may be based upon cubic yards of earth disturbance as set forth in the City's Master Fee Schedule. Fifty percent (50%) of these total fees are to be paid with the initial submittal of plans and engineer's cost estimate. These initial payments will be credited towards the final fees as determined at engineering permit. The remainder of the fees shall be due payable prior to issuance of an engineering permit.

23. Improvement and Grading Inspection fees. The applicant shall pay the improvement and/or grading inspection fee(s) to the Engineering Division prior to the issuance of a single parcel development permit. The current improvement inspection fee is 6.75% of the engineer's estimated cost for improvements. The grading inspection fee is 3% of the engineer's estimated 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.

24. Facility Reserve Charge. Prior to the issuance of a building permit, 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 at the time of building permit issuance. 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.

25. Local Traffic Mitigation Fee. Prior to issuance of a building permit, the applicant shall pay the Local Transportation Mitigation Fee (PMC Chapter 15.90) (the "LTMF") amount in effect at the time of building permit issuance. The applicant 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. The LTMF is calculated by dividing the total fee share of improvement costs by the total number of Dwelling Unit Equivalencies ("DUE") in the City, as described in PMC Chapter 15.90 and the Pittsburg Local Transportation Mitigation Fee Program Update, copies of which are available from the City.

26. Regional Traffic Mitigation Fee. Prior to issuance of a building permit, the applicant shall pay the Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.103) (the "RTDIM") amount in effect at the time of building permit issuance. 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.

27. GIS Update. Prior to the issuance of an engineering permit, the applicant shall pay the Geographic Information System (GIS) fee as set forth in the City's Master Fee Schedule. The current fee is $114.19 plus $0.06/sf of parcel improvements for non-residential uses.

28. 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 shall be paid at the time of first plan check submittal, and they may include all costs associated with the preparation of special studies, additional staff time, and/or reviews of the special studies if studies are prepared by the applicant's engineer.

<u>Engineering Conditions – Submittals</u>

29. Improvement Plans. The applicant shall submit five (5) copies of the engineering plans to the Engineering Division for review and approval. The plans shall be prepared by a registered civil engineer, to include but not be limited to the following:

    - A Site Plan
    - A Grading and Drainage Plan
    - A Utilities Plan

- A Landscaping Plan and Irrigation Plan
- An Erosion and Sedimentation Control Plan
- Offsite Improvements due to Project Impacts

30. 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 a site development permit.

Engineering Conditions – NPDES

31. Stormwater Pollutants: The applicant shall incorporate long-term best management practices (BMP's) for the reduction or elimination of storm water pollutants. The project design shall incorporate wherever feasible, the following long term BMPs to limit pollutant generation, discharge, and runoff. Such source control design measures may include:

    - Incorporating landscaping that minimizes irrigation and runoff, promotes surface infiltration where possible, minimizes the use of pesticides and fertilizers, and incorporates appropriate sustainable landscaping practices.
    - Providing covered trash, food waste, and compactor enclosures;
    - Using pavers for walkways and other appropriate hardscape surfaces to minimize impervious areas;
    - Minimizing the amount of directly connected impervious surface area;
    - Marking all storm drains with "No Dumping, Drains to Delta" messages;
    - Constructing concrete driveway weakened plane joins at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter;
    - Plumbing of the following discharges to the sanitary sewer, subject to Delta Diablo's authority and standards
    - Discharges from indoor floor mat/equipment/hood filter wash racks or covered outdoor wash racks for restaurant
    - Dumpster drips from covered trash and food compactor enclosures.
    - Discharges from outdoor covered wash areas for vehicles, equipment, accessories
    - Fire sprinkler test water, if discharge to onsite vegetated areas is not a feasible option.

32. Stormwater Pollution Protection During Construction: Prior to the issuance of a grading permit, the applicant shall submit an Erosion and Sedimentation Control Plan or Stormwater Pollution Prevention Plan (if the project requires a permit from the State Water Resources Control Board under the provisions of the General Construction Permit) to the Engineering Division for review. The Stormwater Pollution Prevention Plan measures 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.

33. Consistency with Stormwater Control Plan. Grading, improvement, and/or building plans shall be consistent with the approved Stormwater Control Plan. The applicant shall submit a complete Stormwater Control Plan and Report compliant with the requirements set forth in the City's most current NPDES permit. The C.3 treatment facilities shall be adequately sized to treat the stormwater runoff from the associated drainage management areas. The grading and/or building plans shall include drawings and specifications necessary to implement all measures in the approved Stormwater Control Plan. Design features should incorporate low impact development design standards as outlined in the most current edition of the Contra Costa Clean Water Program's C.3 Guidebook. These features include limiting directly connected impervious area, and incorporating pervious pavements, self-retaining areas, treatment BMPs, permanent stormwater control BMPs, and other features that control stormwater flow and potential for stormwater pollutants. Grading and/ or building permits shall not be issued until this condition is met to the satisfaction of the Engineering and Planning Divisions.

34. Operations and Maintenance Plan. The applicant shall submit a Stormwater BMP Operation and Maintenance Plan for the continuous maintenance of all C.3 facilities constructed to meet the C.3 requirements of the project. The final plan shall be submitted to the Engineering Division prior to the certificate of occupancy.

35. Operation and Maintenance Agreement and Right of Entry. The applicant shall execute the Operations and Maintenance Agreement and Right of Entry, which pertain to the transfer of ownership and / or long-term maintenance of stormwater treatment BMPs or hydrograph modification BMPs prior to the issuance of a certificate of occupancy. The Guidelines for the preparation of Stormwater BMP Operation and Maintenance Plans are found on the Contra Costa County Clean Water Program website (www.cccleanwater.org) or the Stormwater C.3 Guidebook, most current edition.

<u>Engineering Conditions – Utilities</u>

36. Off-Site Capacity Evaluation. The applicant shall evaluate the existing, receiving storm, sewer, and water facilities for adequate capacity and provide the results to the City to identify any service or supply problems. The cost for installation of additional facilities required to be constructed to accommodate the project shall be borne by the applicant.

37. Sanitary Sewer: The applicant shall provide six-inch sanitary sewer laterals located five feet horizontally from the water service lateral, with a two-way cleanout at the property line.

38. Utility service connections. The applicant shall provide water and sewer service connections to the project parcel directly from the service mains. Service lines are not to be installed from adjacent parcels.

39. Frontage Improvements. The applicant shall remove and replace all damaged / lifted portions of sidewalk fronting the project along Loveridge Road. Driveway approaches shall meet ADA requirements.

40. Trash Enclosure. The applicant shall provide an adequately sized trash enclosure, sized to accommodate trash recycling, and organics collection. In addition, the enclosure shall be fitted with hot and cold water service, and be plumbed to a pretreatment facility before connection to sanitary sewer.

Engineering Exactions (CFD inclusion)

41. Annexation Documentation for CFD 2005-1. The applicant shall agree to annex into the Community Facilities District 2005-1, which is for public safety services. The fees collected will provide funding for an increase of police coverage in the area. The rate of the CFD 2005-1 fee is subject to City Council Resolution No. 05-10342. 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 2005-1 Public Safety Services Community Facilities District (CFD 2005-1), prior to the issuance of any building or engineering permits.

42. Annexation Documentation for CFD 2017-1. The applicant shall agree to annex into the Community Facilities District 2017-1, which 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.

Standard Conditions

43. Sales Tax Payments. Any purchase, acquisition, and/or supply of goods and materials, as well as any new or replacement equipment and supplies purchased by the Applicant or its contractors, subcontractors, agents or affiliates, subject to the limitation set forth below, in connection with this Project shall be apportioned and paid to and at the applicable sales tax rate in effect for the City as administrated by the California Department of Tax and Fee Administration (“CDTFA”); provided, however, that Applicant shall only be required to use commercially reasonable efforts to ensure compliance with this subsection from its contractors, subcontractors, agents, or affiliates. At no point may Applicant or its contractors, subcontractors, agents or affiliates contractually agree to waive or share sales and use taxes from this Project with any other city, county or other entity in the State of California, regardless of agreement they might have with another jurisdiction where they have offices or conduct business. The City of Pittsburg will be the sole jurisdiction of record to the transfer of title. Applicant and its contractors, subcontractors, agents and affiliates shall comply with the Sales and Use Tax Requirements (“Requirements”) set forth below and all CDTFA requirements. If the City becomes aware of modifications necessary to such Requirements, City may

propose to incorporate new or revised requirements, subject to Applicant's agreement which shall not be unreasonably withheld, conditioned or delayed.

Applicant, its contractors, subcontractors, agents or affiliates, and/or future project owners and/or operators, as applicable, shall adhere to the following steps in effort to maximize the City's allocation of sales and use taxes associated with project construction and operations by taking the following steps:

- Prior to issuance of a grading or building permit or within 60 days of the effective date of this approval, whichever comes first, the developer shall register with the CDTFA and keep such registration current throughout the operational life of the project.

- Apply for a Use Tax Direct Pay Permit. Upon receipt of registration, provide a copy to the City and/or their consultant for verification.

- Self-accrue and pay use taxes in accordance CDFTA requirements.

- Report local and district use taxes to CDFTA on applicable use tax returns.

- Applicant shall use commercially reasonable efforts to endeavor to require all contractors, subcontractors, agents and affiliates providing building materials and fixtures, such as but not limited to, bulk lumber, concrete, structural steel and pre-fabricated building components to be used in connection with the construction and development of, or incorporated into, the Project, to:

    - obtain a Seller's Permit;
    - issue a resale certificate to any supplier of material that will allow it to buy property without payment of tax:
    - file timely Sales and Use tax returns and report local tax on materials consumed and fixtures sold by the contractor, subcontractor, agent or affiliate based on the sole jobsite location located in the City of Pittsburg;
    - elect to obtain a sub permit for the job site of any contract valued at Five Million Dollars ($5,000,000) or more enabling the contractor, subcontractor, agent or affiliate to make a direct allocation of the tax based on the jobsite located in the City of Pittsburg; and
    - otherwise designate the Property as the place of use of materials used in the construction of the Project in order to have the full local use tax portion of the sales and use tax distributed directly to the City of Pittsburg.

- Applicant shall use commercially reasonable efforts to endeavor to require and instruct each of its contractors, subcontractors, agents and affiliates to cooperate with the City to ensure the local use tax is allocated to City of Pittsburg.

- To assist City in its efforts to ensure that the full amount of such local sales/use tax is allocated to the City, Applicant or its General Contractor shall

provide City with a quarterly spreadsheet, which includes a list of all subcontractors, agents or affiliates with contracts in excess of the amount set forth above, a description of all applicable work, and the dollar value of such subcontracts or agreements. City or City's consultant may use the information provided it to contact each contractor, subcontractor, agent or affiliate to determine which may qualify to register the jobsite for allocation of the local use tax to the City of Pittsburg.

44. Grounds for Revocation: Operation in a manner inconsistent with that described in the report, violation of a zoning regulation or condition of this resolution, existence of a public nuisance, or conviction of a federal or state law or city ordinance in connection with the operation of the use shall be grounds for revocation of the use permit (PMC section 18.28.100).

45. Standard Conditions of Development: The Standard Conditions of Development as adopted by the Pittsburg Planning Commission by Resolution No. 8931 shall apply as conditions of approval for this project as applicable. Where there is a conflict between the Standard Conditions of Development and the project-specific conditions identified in this resolution, the specific conditions of this resolution shall govern.

46. Other Agency Requirements: The applicant shall comply with all the requirements of the City's Community Development Department, Contra Costa County Fire Protection District, and all other applicable local, state and federal agencies. It is the responsibility of the applicant to contact each local, state, or federal agency for requirements that may pertain to this project.

47. Indemnification: The applicant agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person challenging the validity of this project approval, subsequent project approval, or other action arising out of, or in connection with, this project approval. The parties shall cooperate in defending such action or proceeding. The parties shall use reasonable efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel at applicant's sole cost and expense. The applicant may select its own legal counsel to represent the applicant's interests at the applicant's sole cost and expense. The applicant shall pay for City's costs of defense, whether directly or by timely reimbursement to City on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent responding to and defending the claim, action or proceeding.

48. Expiration of Approval: Use permit and design review approval will expire on November 15, 2023, unless a building permit or grading permit has been issued or a written request for extension is filed with the Planning Division prior to the expiration date and subsequently approved by the Planning Commission. The approval shall be valid for no more than six months from the date of building or grading permit issuance unless work is commenced and diligently pursued prior to

the expiration of the building or grading permit. The term of the use permit approval shall be co-terminus with the design review approval for this project.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of November 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Home 2 Suites Project

Initial Study Mitigated Negative Declaration

August 9, 2021

Prepared for:

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

Prepared by:

Stantec Consulting Services Inc.
1340 Treat Boulevard, Suite 300
Walnut Creek, California 94597

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Abbreviations

µg/m^3	micrograms per cubic meter
AB	Assembly Bill
ABAG	Association of Bay Area Governments
AF	acre-feet
AFY	acre-feet per year
Air Basin	San Francisco Bay Area Air Basin
amsl	above mean sea level
APN	Accessor's Parcel Number
Applicant	Platinum Hospitality LLC
ATCM	air toxic control measures
AQP	air quality plan
BART	Bay Area Rapid Transit
Basin	Pittsburg Plain Groundwater Basin
bgs	below ground surface
BMP	best management practice
CalEEMod	California Emissions Estimator Model
CalEPA	California Environmental Protection Agency
CALFIRE	California Department of Forestry and Fire Protection
CALGreen	California Green Building Standards Code
CalRecycle	California Department of Resources Recycling and Recovery
Caltrans	California Department of Transportation
CAP	Climate Action Plan
CARB	California Air Resources Board
CC	Community Commercial District
CCCFPD	Contra Costa County Fire Protection District
CCR	California Code of Regulations
CCTA	Contra Costa Transit Authority
CCWD	Contra Costa Water District
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
CH_4	methane
CHRIS	California Historical Resources Information System
City	City of Pittsburg

CNDDB	California Natural Diversity Database
CNEL	community noise equivalent level
CNPS	California Native Plant Society
CO	carbon monoxide
CO2	carbon dioxide
CO_2e	carbon dioxide equivalent
CRHR	California Register of Historical Resources
CUP	Conditional Use Permit
CVP	Central Valley Project
CWC	California Water Code
dB	decibel
dBA	A-weighted decibels
DDSD	Delta Diablo Sanitation District
DOC	Department of Conservation
DPM	diesel particulate matter
DTSC	Department of Toxic Substances Control
ECCC	East Contra Costa County
EIR	Environmental Impact Report
EO	Executive Order
EPA	United States Environmental Protection Agency
EVCS	electric vehicle charging station
°F	Fahrenheit
FAR	floor area ratio
FCAA	Federal Clean Air Act
FEMA	Federal Emergency Management Agency
FESA	Federal Endangered Species Act
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
General Plan	City of Pittsburg General Plan
GHG	greenhouse gas
GIS	Geographic Information System
gpd	gallons per day
HCP/NCCP	Habitat Conservation Plan/Natural Community Conservation Plan
ISMND	Initial Study/Mitigated Negative Declaration
KBTU	British Thermal Units
kW	kilowatt
kWh	kilowatt-hour

L_{dn}	day-night sound level
L_{eq}	equivalent sound level
L_{max}	maximum sound level
L_{min}	minimum sound level
MBTA	Migratory Bird Treaty Act
MEI	maximally exposed individual
mgd	million gallons per day
mg/L	milligrams per liter
MLD	most likely descendant
$MMTCO_2e$	million metric tons of carbon dioxide equivalent
Municipal Code	City of Pittsburg Municipal Code
N_2O	nitrous oxides
NAHC	California Native American Heritage Commission
NOA	naturally occurring asbestos
NO_X	nitrogen oxides
NPDES	National Pollutant Discharge Elimination System
NRHP	National Register of Historic Places
NWIC	Northwest Information Center
OPR	Governor's Office of Planning and Research
PDS	Pittsburg Disposal Services
PG&E	Pacific Gas and Electric Company
PM	particulate matter
$PM_{2.5}$	fine particulate matter
PM_{10}	Particulate matter with an aerodynamic diameter of 10 microns or less
POTW	publicly owned treatment works
PPV	Peak Particle Velocity
PRC	Public Resources Code
proposed project	Home 2 Suites Project
RCNM	Roadway Construction Noise Model
ROG	reactive organic gases
RTP/SCS	Regional Transportation Plan and Sustainable Communities Strategy
RWQCB	Regional Water Quality Control Board
SIP	State Implementation Plan
SR 4	State Route 4
Stantec	Stantec Consulting Services Inc.
SWPPP	Stormwater Pollution Prevention Plan
SWRCB	State Water Resources Control Board

TAC	toxic air contaminant
TPA	Transit Priority Area
UCMP	University of California, Berkeley's Museum of Paleontology
USACE	United States Army Corps of Engineers
USBR	United States Bureau of Reclamation
USFS	United States Forest Service
USFWS	United States Fish and Wildlife
USGS	United States Geological Survey
UWMP	Urban Water Management Plan
VMT	vehicle miles traveled
WWTP	Wastewater Treatment Plant

INITIAL STUDY MITIGATED NEGATIVE DECLARATION

Project Title: Home 2 Suites Project

Project Description: Platinum Hospitality LLC (applicant) is proposing to develop the Home 2 Suites Project (proposed project) in the City of Pittsburg (City), California. The proposed project would be located on a 2.09-acre vacant lot with a to be determined **assessor's parcel number (APN)**. The proposed four-story, 62,840-square-foot hotel would include 115 guest rooms and provide other onsite guest amenities including an outdoor swimming pool, fitness room, and dining/community gathering areas. The proposed project also includes 119 onsite surface parking spaces and approximately 27,500 square feet of landscaping.

Name of Lead Agency:
City of Pittsburg
Planning Division
65 Civic Avenue
Pittsburg, California 94565

Lead Agency Contact Information:
John P. Dacey, AICP
Assistant Planner
City of Pittsburg, Planning Division
65 Civic Avenue, Pittsburg, California 94565
Phone: (925) 252-4824

Email: jdacey@ci.pittsburg.ca.us

Determination: The City of Pittsburg has determined that a) all potentially significant or significant impacts required to be identified in the Initial Study Mitigated Negative Declaration (ISMND) have been identified and analyzed; and b) with respect to each significant impact on the environment either of the following apply: 1) changes or alterations have been required in or incorporated into the proposed project that avoid or mitigate the significant impacts to a level of less than significant; or 2) those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency. The ISMND and supporting documents are available at the City of Pittsburg, located at 65 Civic Avenue, and online by searching the project name at: http://www.ci.pittsburg.ca.us/index.aspx?page=225

By: _____ Date: 8/5/21

John P. Dacey, Assistant Planner

1.0 INTRODUCTION

Platinum Hospitality LLC (applicant) is proposing to develop the Home 2 Suites Project (proposed project) in the City of Pittsburg (City), California. The proposed project would be located on a 2.09-acre vacant lot with a to be determined assessor's parcel number (APN). The proposed four-story, 62,840-square-feet hotel would include 115 guest rooms and provide other onsite guest amenities including an outdoor swimming pool, fitness room, and dining/community gathering areas. The proposed project also includes 119 onsite surface parking spaces and approximately 27,500 square feet of landscaping.

1.1 PROJECT TITLE

Home 2 Suites Project

1.2 LEAD AGENCY

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

1.3 LEAD AGENCY CONTACT

John P. Dacey, AICP
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City of Pittsburg, Planning Division
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Phone: (925) 252-4824
Email: jdacey@ci.pittsburg.ca.us

1.4 PURPOSE

The purpose of the proposed project is to develop a four-story hotel of 62,840 square feet on an approximately 2-acre parcel. This Initial Study/Mitigated Negative Declaration (ISMND) has been prepared to evaluate the proposed project for potential environmental effects in compliance with the California Environmental Quality Act (CEQA). The City is the lead agency under CEQA and has the principal responsibility for carrying out or approving a project that may have a significant effect on the environment. This ISMND has been prepared in anticipation of determining that all potentially significant impacts from implementing the proposed project can be mitigated to less than significant levels. This document has been prepared in accordance with CEQA, Public Resources Code (PRC) §21000 et seq., and the state CEQA Guidelines, California Code of Regulations (CCR), Title 14, §15000 et seq.

1.5 PROJECT LOCATION

The proposed project is located in southeast Pittsburg near the intersection of State Route 4 (SR 4) and Loveridge Road in the Loveridge Planning Subarea. The project site is bound by an industrial facility and SR 4 to the north, Loveridge Road to the east, E Leland Road to the south, and high-density residential apartments and industrial land uses to the west. Please see Figure 1.5-1 for a Regional Overview and Figure 1.5-2 for a Project Site Location.

1.6 EXISTING SETTING AND SURROUNDING LAND USES

The proposed project is located in Contra Costa County in the City of Pittsburg in the Loveridge Planning Subarea. The proposed project would be located on a 2.09-acre vacant lot with a to be determined APN. The project site is designated Business Commercial by the City of Pittsburg General Plan (General Plan) and is within the City's Industrial Park zoning district. The project site is surrounded by the following land uses:

- **North.** Industrial land uses are located north of the project site, beyond which lies SR 4, which runs east/west.
- **South.** South of the project site is commercial development and high-density residential apartments, followed by E Leland Road.
- **West.** West of the proposed project is high-density residential apartments and industrial land uses, followed by Dias Circle and Piedmont Way.
- **East.** Loveridge Road is directly east of the project site, followed by commercial development.

1.7 LAND USE AND ZONING DESIGNATIONS

1.7.1 General Plan Land Use Designation

The project site is designated Business Commercial by the General Plan. The proposed project is seeking entitlements for General Plan amendment from land use designation Business Commercial to Community Commercial. Community Commercial is described in the General Plan (City of Pittsburg 2001) as:

> *Community Commercial. Intended to provide sites for retail shopping areas (primarily in shopping centers) containing a wide variety of businesses, including retail stores, eating and drinking establishments, commercial recreation, service stations, automobile sales and repair services, financial, business and personal services, motels, educational and social services. The Zoning Ordinance may limit certain commercial areas to neighborhood stores or non-automotive establishments.*

The proposed project would be consistent with the new Community Commercial designation.

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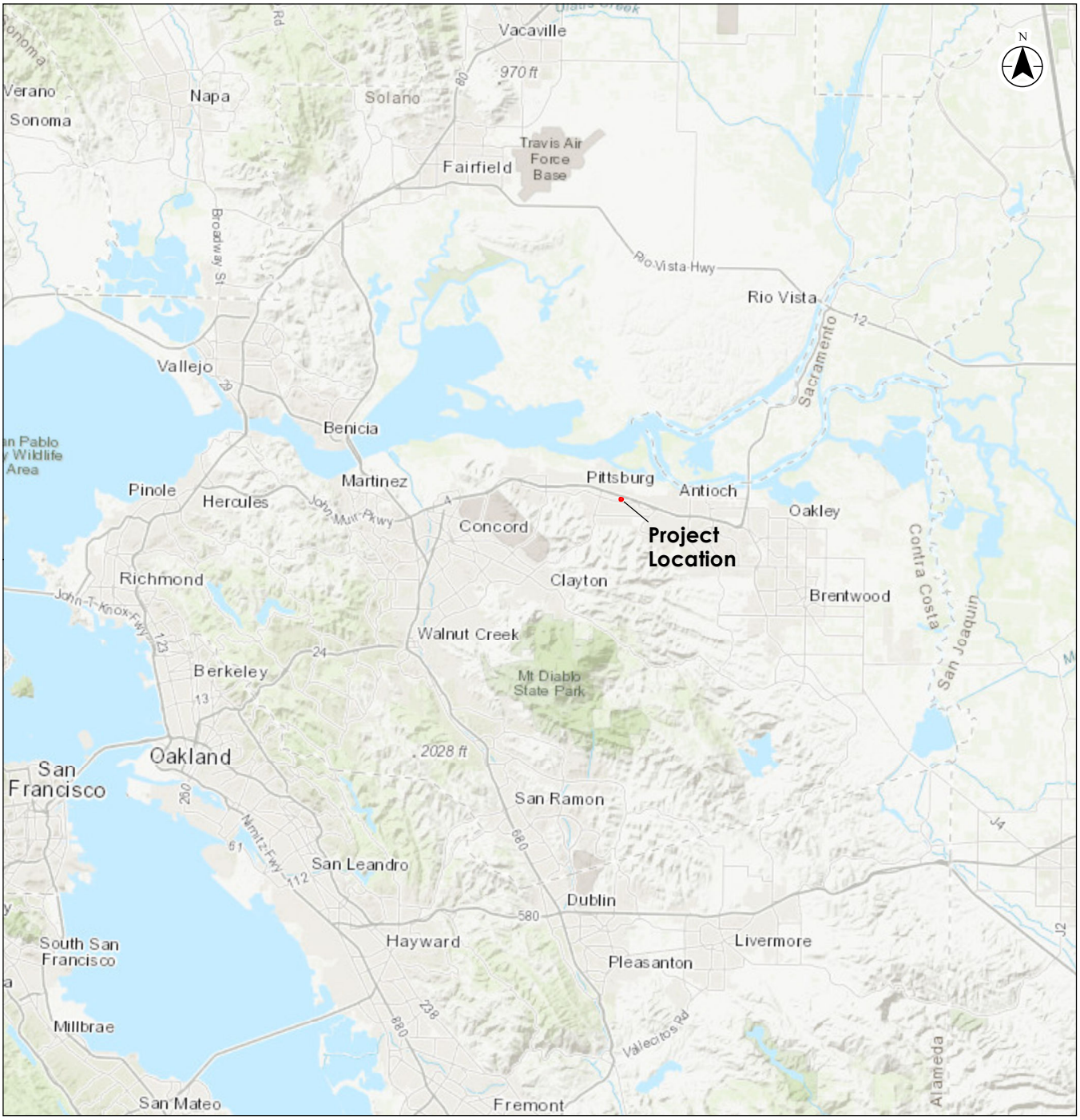

0 5 10 Miles

1:500,000 (at original document size of 8.5x11)

Notes
1. Coordinate System: NAD 1983 StatePlane California III FIPS 0403 Feet
2. Base features produced under license with the Ontario

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Stantec

Project Location
Pittsburg, California

Prepared by PG on 2020-11-06
Technical Review by MK on 2020-11-09

Client/Project
City of Pittsburg
Home 2 Suites Hotel Project

Figure No.
1.5-1

Title
Regional Overview

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Project Site

0 200 400 Feet

1:3,600 (at original document size of 8.5x11)

Stantec

Project Location
Pittsburg, California

Prepared by PG on 2020-11-06
Technical Review by MK on 2020-11-09

Client/Project
City of Pittsburg
Home 2 Suites Hotel Project

Figure No.
1.5-2

Title
Project Site Location

Notes
1. Coordinate System: NAD 1983 StatePlane California III FIPS 0403 Feet
2. Base features produced under license with the Ontario

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1.7.2 Zoning

The project site is within the City's Industrial Park zoning district. The proposed project is seeking rezone from Industrial Park to Community Commercial. Community Commercial is described in the City Zoning Code (City of Pittsburg 2019) as follows:

> *Community Commercial District (CC). To provide for commercial centers and individual structures on sites that are located within reasonable distance of high densities of residences or that are served by local and regional transportation and transit systems. These sites typically host a wide variety of local- and regional-serving commercial establishments, including businesses selling home furnishings, apparel, durable goods, and specialty items. Support facilities such as personal services, entertainment, eating-and-drinking establishments and institutional uses are also allowed, subject to certain limitations to avoid adverse effects on adjacent uses.*

Hotels are an allowed use in Community Commercial zones according to the City Zoning Code with a Conditional Use Permit (CUP) required overlay district as part of the rezone to allow for increased floor area ratio (FAR).

1.8 CEQA AND PUBLIC AGENCY REVIEW

CEQA requires that project proponents disclose the significant impacts to the environment from proposed development projects. The intent of CEQA is to foster good planning and to consider environmental issues during the planning process. The City is the Lead Agency under CEQA for the preparation of this ISMND. The CEQA Guidelines (Section 21067) define the Lead Agency as, "the public agency which has the principal responsibility for carrying out or approving a project which may have a significant effect upon the environment." Approval of the proposed project is considered a public agency discretionary action, and therefore, the proposed project is subject to compliance with CEQA. The City has directed the preparation of an ISMND to comply with CEQA.

Stantec Consulting Services Inc. (Stantec) has prepared this document at the direction of the City. The purpose of this document is to disclose the environmental consequences of implementing the proposed project to decision-makers and the public. The public, City residents, and other local and state resource agencies would be given the opportunity to review and comment on this document during a 30-day public review period. Comments received during the review period would be considered by the City prior to adoption of this ISMND and project approval.

The public review period would commence on **August 9, 2021,** and end on **September 7, 2021**, pursuant to CEQA Guidelines Section 15105. If you wish to send written comments (including via e-mail), they must be received by 5:00 p.m. on **September 7, 2021**. Written comments should be addressed to:

John P. Dacey, AICP
Assistant Planner
City of Pittsburg, Planning Division
65 Civic Avenue
Pittsburg, California 94565
Phone: (925) 252-4824
Email: jdacey@ci.pittsburg.ca.us

The ISMND and supporting documents are available by appointment at the City of Pittsburg Planning Division, located at 65 Civic Avenue, Pittsburg, California 94565, and online at the following URL: http://www.ci.pittsburg.ca.us/index.aspx?page=225

1.9 REQUIRED PERMITS AND APPROVALS

This ISMND would be used by the City as the Lead Agency to evaluate the potential environmental impacts of the proposed project. Anticipated project approvals/actions may include but are not limited to the following:

- General Plan amendment from land use designation Business Commercial to Community Commercial: City of Pittsburg
- Rezone from Industrial Park to Community Commercial, CUP for hotel use, and design review: City of Pittsburg
- Adoption of the Mitigated Negative Declaration: City of Pittsburg
- National Pollutant Discharge Elimination System Permit: Regional Water Quality Control Board

Other ministerial approvals, such as building-related permits and encroachment permits, are also anticipated. Additionally, all work related to improvements and project grading would be subject to the City of Pittsburg Municipal Code (Municipal Code), including the Zoning Ordinance, Building Code, and Fire Code.

1.10 SCOPE OF THIS INITIAL STUDY

As the Lead Agency under CEQA, the City is responsible for compliance with the environmental review process prescribed by the CEQA Guidelines. This ISMND evaluates the potentially significant effects on the environment to mitigate the effects to a level at which no significant effect on the environment would occur.

The following technical studies were conducted and/or reviewed in preparing this ISMND: Air Quality, Greenhouse Gas Emissions Analysis supporting documentation and modeling, Biological Resources

Technical Report, Cultural Resources Memorandum, Noise Assessment supporting documentation and modeling, Energy Assessment, and Vehicle Miles Traveled Assessment. These studies and supporting data are included as appendices to this ISMND and referred to where appropriate throughout this document.

1.11 DOCUMENT ORGANIZATION

This ISMND is organized as follows:

Section 1.0: Introduction. This section introduces the proposed project and describes the purpose and organization of this document.

Section 2.0: Project Description. This section describes the purpose and need for the proposed project, identifies project objectives, and provides a detailed description of the project.

Section 3.0: Environmental Checklist and Environmental Evaluation. This section presents an analysis of the range of environmental issues identified in the CEQA Environmental Checklist and determines for each topic whether the proposed project would result in no impact, a less than significant impact, a less than significant impact with mitigation incorporated, or a potentially significant impact. If impacts are determined to be potentially significant after incorporation of applicable mitigation measures, an Environmental Impact Report (EIR) would be required. For this project, however, mitigation measures have been incorporated, where needed, that would reduce all potentially significant impacts to a less than significant level.

Section 4.0: References. This section lists the references used in preparing this ISMND.

Section 5.0: List of Preparers. This section identifies the report preparers.

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2.0 PROJECT DESCRIPTION

2.1 PROJECT OVERVIEW

The proposed project would be located on a 2.09-acre vacant lot with a to be determined APN in Pittsburg, California. The project is south of SR 4 and north of E Leland Road in the Loveridge Planning Subarea (Figures 1.5-1 and 1.5-2). The applicant is proposing to construct a four-story hotel on approximately 2.09 acres. The proposed hotel would include 115 guest rooms and other onsite guest amenity areas such as an outdoor swimming pool, fitness room, and dining/community gathering room. The proposed project would also provide 119 onsite surface parking spaces. It would also include approximately 27,500 square feet of landscaping and include installation of utilities.

2.2 PROJECT COMPONENTS

2.2.1 Hotel Building

The proposed project would involve the development of a four-story hotel building with up to 115 guest rooms. The proposed building would be approximately 52 feet 1 inch in height and have a total building area of 62,840 square feet. Hotel guest rooms would be provided on the first through fourth floors. The first floor would be approximately 15,333 square feet and would include 19 rooms consisting of 6 king studios, 4 connecting king studios, 6 double queen studios, 1 accessible double queen studio, 1 queen bedroom, and 1 accessible queen bedroom. The first floor would also include the main lobby reception area, fitness room, 662-foot dining/community gathering area, outdoor pool, guest laundry, and employee office. The second, third, and fourth floors would each have the same characteristics, be approximately 15,428 square feet, and would have 32 rooms consisting of 17 king studios, 5 connecting king studios, 1 accessible connecting king studio, 7 accessible double queen studios, 1 queen bedroom, and 1 accessible queen bedroom.

The main entrance and exit would be provided on the east side of the building. Additional exits would be provided on the north and south sides of the building. These exits would be secured and only accessible to hotel guests. Access to each floor would be available from the indoor elevators on the east side of the building. Indoor stairwells would also be provided on the east and west sides of the building to access each floor.

2.2.2 Site Access, Circulation, and Parking

Vehicles would be able to enter or exit the project site from a 26-foot-wide driveway at the northeast and southeast ends of the project site, on Loveridge Road.

The proposed project would provide 119 onsite surface parking spaces, including 5 accessible parking spaces, 1 accessible van space, 10 clean air vehicle spaces, 6 electric vehicle charging station (EVCS) spaces, 1 accessible EVCS space, and 1 accessible van EVCS space. The proposed project would also install 10 bicycle parking spaces, as required by Chapter 18.78.045 of the Municipal Code.

Site improvements consisting of curbs, gutters, sidewalks for pedestrian access, signing, lighting, and striping would be installed along Loveridge Road and throughout the project site.

2.2.3 Landscaping

The proposed project would provide approximately 27,500 square feet of landscaping. Landscaping design and installation for the proposed project would be required to conform to the development criteria of the City's Water Efficient Landscape Standards (Chapter 18.84 of the Municipal Code). The proposed project exceeds the 10 percent minimum landscaping requirement identified in Section 18.52.010 of the City Zoning Code (City of Pittsburg 2019).

2.2.4 Lighting

The proposed project would provide exterior lighting in the new parking lot and in areas that highlight the building's entrances, walkways, and landscaping features. Parking lot lighting would include standard parking lot fixtures up to 20 feet in height that would be shielded to reduce light spill or glare into surrounding buildings in accordance with Chapter 18.82 Performance Standards for All Uses of the Municipal Code.

2.2.5 Utilities

Water

The proposed project would connect to the existing 18-inch service main on Loveridge Road. The proposed project is expected to generate an average day water demand of approximately 120 gallons per day (gpd) for each room. The proposed project would include 115 rooms. Assuming the proposed hotel is at capacity, it would require a total average day water use of approximately 13,800 gpd of potable water. The maximum day water demand is expected to approximately 26,222 gpd. It is assumed all water for the proposed project would be provided by the City. Easements for the use of existing water infrastructure on adjacent parcels would be obtained as needed.

Wastewater

The proposed project would connect to the existing 18-inch wastewater main running west to east within an easement across the existing commercial portion of the parcel to the north, which will be separated into an additional parcel separate from the proposed hotel site as a part of the development. All onsite sewer distribution improvements would be constructed and designed in accordance with the City's Sewer Standard Details and Specifications, and Sewer Design Standards. Easements for the use of existing sewer infrastructure on adjacent parcels would be obtained as needed.

Based on the Central Contra Costa Sanitary District Standard Specifications, the proposed project is expected to generate approximately 25,488 gpd of peak wastewater flow (Central Contra Costa Sanitary District 2020).

Stormwater Treatment

The project would convey the onsite storm water to the localized low point at the northwest corner of the proposed parcel via a an 18-inch storm drainpipe. The 18-inch storm drainpipe would connect to an existing 18-inch storm drain which connects to an existing 24-inch storm drainpipe that eventually sheet flows on Loveridge Road flowing north to the inlet at the northwesterly side of Loveridge just before the highway 4 offramp. The proposed project would create approximately 69,400 square feet of impervious surface; it would also include approximately 27,500 square feet of pervious surface consisting of landscaping throughout the 2-acre parcel and a bioretention along the western project site boundary. The bioretention would collect impervious surface runoff prior to entering the piped storm drain system. Easements for the use of existing stormwater infrastructure on adjacent parcels would be obtained as needed.

Electricity and Natural Gas

Pacific Gas and Electric Company (PG&E) provides electricity and natural gas service to the project site. Electrical and gas connections would be made with existing facilities located onsite. Solar panels are proposed on the hotel roof top.

2.3 PROJECT CONSTRUCTION

2.3.1 Construction Schedule

It is anticipated that project construction would take approximately 12 months to complete, starting in April 2021. The proposed project would require up to 15 workers during the peak construction phase. It is anticipated that the construction workforce would be available from nearby areas.

Project construction and grading activities would be consistent with the Municipal Code and would not occur between 5:30 PM and 7:00 AM on weekdays. No grading or construction activities would occur on weekends or holidays.

2.3.2 Construction Equipment, Access, and Staging Areas

The proposed project would require the use of heavy construction equipment for site work and construction of the hotel building. Construction equipment would include, but not be limited to, scrapers, water trucks, grading blades, motor graders, forklifts, skip loaders, backhoes, excavators, and loaders. Project construction equipment and materials would be stored onsite. Site access would be from Loveridge Road. Construction activities are anticipated to be confined to the project site, and no road closures or detours are anticipated.

2.3.3 Construction Activities

Construction activities associated with the proposed project would include site clearing, grading, utility connections, building construction, frontage improvements (e.g., new curb, gutter, sidewalk and driveway construction), and landscaping on the site.

Construction activities would involve grading of the entire project site and the permanent disturbance of the 2.09-acre site. Maximum depth of construction would be approximately 2 to 5 feet. The estimated amount of earth movement during project construction would be 2,400 cubic yards, which would be balanced onsite. The proposed project is not expected to export soil offsite or import soil onsite during construction. The proposed project would result in approximately 69,400 square feet of impervious area and 27,500 square feet of pervious area.

2.4 PROJECT OPERATION

Operation of the proposed project would require up to five full-time employees. Based on an average of two guests per hotel room, the proposed project would generate up to 230 guests at maximum capacity. It is expected that the proposed project would operate 24-hours a day, Monday through Sunday.

3.0 ENVIRONMENTAL CHECKLIST AND ENVIRONMENTAL EVALUATION

The environmental factors checked below would be potentially affected by this project, involving at least one impact that requires mitigation to reduce the impact from "Potentially Significant" to "Less Than Significant" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture and Forestry Resources	☒ Air Quality
☒ Biological Resources	☒ Cultural Resources	☐ Energy
☒ Geology and Soils	☐ Greenhouse Gases	☒ Hazards and Hazardous Materials
☒ Hydrology and Water Quality	☐ Land Use and Planning	☐ Mineral Resources
☒ Noise	☐ Population and Housing	☐ Public Services
☐ Recreation	☐ Transportation	☒ Tribal Cultural Resources
☐ Utilities and Service Systems	☐ Wildfire	☒ Mandatory Findings of Significance

Evaluation of Environmental Impacts

This chapter presents the environmental checklist form found in Appendix G of the CEQA Guidelines. The checklist form is used to describe the impacts of the proposed project. A discussion follows each environmental issue identified in the checklist. Included in each discussion are project-specific mitigation measures, if needed.

For the checklist, the following designations are used:

Potentially Significant Impact: An impact that could be significant and for which mitigation has not been identified. If any potentially significant impacts are identified, an EIR must be prepared. An ISMND cannot be used if there are potentially significant impacts that cannot be mitigated.

Less Than Significant with Mitigation Incorporated: This designation applies when the incorporation of new project-specific mitigation measures have reduced an effect from a "Potentially Significant Impact" to a "Less Than Significant Impact."

Less Than Significant Impact: Any impact that would not be considered significant under CEQA, relative to existing standards.

No Impact: The proposed project would not have any impact.

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3.1 AESTHETICS

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?	☐	☐	☐	☒
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

3.1.1 Environmental Setting

Visual Character of the Project Site

The 2.09-acre project site consists of a vacant parcel within the Loveridge Planning Subarea. The project site is surrounded by industrial land uses to the north, beyond which lies SR 4, which runs east/west, Loveridge Road and commercial development is to the east of the project site, followed by commercial development and E Leland Road to the south, and high-density residential apartments and industrial land uses to the west. The existing buildings surrounding the project site range from one to two stories tall.

Scenic Resources and Corridors

There are no formally identified scenic vistas in the City; however, the General Plan recognizes the range of hills to the south, ridgeline protection areas, and Suisun Bay/Sacramento River Delta to the north as the City's visual resources. Public views of the hillsides are intermittent throughout the City. Visual connections to the Suisun Bay waterfront are limited due to the historical development of the community as a military and industrial node within Contra Costa County (City of Pittsburg 2001). The City does not contain any locally or state-designated scenic highways in the project vicinity (California Department of Transportation [Caltrans] 2020a). The General Plan designates four key corridors—Railroad Avenue, Willow Pass Road, Leland Road, and SR 4—which the General Plan describes as corridors providing a sense of character and suggests design improvements for each of them (City of Pittsburg 2001). Leland

Road is located to the south of the project site and SR 4 is located to the north; however, the proposed project would not include development along either of the corridors.

Light and Glare Conditions

The project site is vacant, and therefore, no substantial light and glare sources exist onsite. Nighttime lighting immediately surrounding the project site consists of street lighting, parking lot lighting, vehicle headlights on the adjacent streets and highways, and exterior lighting associated with the nearby buildings. There are no electrical signs, billboards, or flashing or signal light sources in the project site.

3.1.2 Methodology

Analysis of the proposed project visual impacts is based on an evaluation of the changes to the existing visual resources that would result from implementation of the proposed project. In determining the extent and implications of the visual changes, consideration was given to the existing visual quality of the affected environment; specific changes to the visual character and quality of the affected environment resulting from implementation of the proposed project; the extent to which the affected environment contains places or features that provide unique visual experiences or that have been designated in plans and policies for protection or special consideration; and the sensitivity of viewers, their activities, and the extent to which these activities are related to the aesthetic qualities that would be affected by implementation of the proposed project. The existing setting is based on review of documents pertaining to the project site, including the General Plan.

3.1.3 Environmental Impact Analysis

This section discusses the potential impacts on aesthetics associated with the proposed project and provides mitigation measures where necessary.

Impact AES-1 Have a substantial adverse effect on a scenic vista?

Impact Analysis

The project site is within the Loveridge Planning Subarea and is surrounded by residential, commercial, and industrial development. Large industrial uses and vacant sites constitute a majority of the Loveridge Planning Subarea. The General Plan indicates that there are no officially designated scenic vistas in the City but considers southern views of hillsides and ridgelines as visual resources (City of Pittsburg 2001). The hillside and ridgeline visual resources are approximately 1.3 miles south of the project site. Similar to other parts of the City, southward views of these ridgelines are available from the project site; however, these views are partially obscured by existing development and vegetation.

The proposed project would construct a new four-story hotel that is approximately 52 feet and 1 inch tall. The height of the proposed hotel building would be taller than existing nearby developments, which are up to two stories tall. However, the height of the proposed hotel building would be consistent with the site development standards of the Community Commercial Zoning Code, which allows development up to 60 feet tall (City of Pittsburg 2019). Furthermore, given the amount of separation between the project site and surrounding uses, southward views of the ridgelines and hillsides would remain partially visible. As

such, construction of the proposed project would not further limit southward views as compared to existing conditions and impacts to scenic vistas would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact AES-2	**Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?**

Impact Analysis
There are no state-designated scenic highways in the project site. While SR 4 is designated as a Scenic Highway by the state, the segment closest to the project site is not designated, nor is it identified as a scenic highway or scenic route by the City or County (Caltrans 2020a). The project site is vacant and does not contain trees, rock outcroppings, or historic buildings that are identified as scenic resources by the General Plan. Therefore, the proposed project would have no impact on scenic resources within a state scenic highway.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact AES-3	**In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?**

Impact Analysis
The project site is in an urbanized area, and therefore, this analysis focuses on whether the proposed project would conflict with applicable zoning and other regulations governing scenic quality. The proposed project is seeking entitlements for General Plan amendment from land use designation Business Commercial to Community Commercial and is seeking rezone from Industrial Park to Community Commercial. The proposed project is within the Loveridge Planning Subarea, which is mostly large industrial uses and vacant sites adjacent to the Loveridge Road/SR 4 interchange. The proposed project would construct a four-story hotel with 115 guest rooms and other onsite guest amenity areas such as an

outdoor swimming pool, fitness room, and dining/community gathering room. The proposed project is consistent with the allowed uses identified by the Community Commercial land use designation and zoning district. The proposed hotel building would be approximately 52 feet and 1 inch in height and would be consistent with the site development standards of the City Zoning Code, which allows for development up to 60 feet in height in Community Commercial zoning district. The proposed project would also incorporate approximately 27,500 square feet of landscaping, which would exceed the 10 percent minimum landscaping requirement identified in Section 18.52.010 of the City Zoning Code (City of Pittsburg 2019). Additionally, the project design would be reviewed during the City's design review process in accordance with Section 18.52.100 of the City Zoning Code to ensure that it is compatible with surrounding development. As such, the proposed project would not conflict with applicable zoning or other regulations governing scenic quality, and impacts would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact AES-4 Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Impact Analysis
The project site is vacant and does not currently contain any onsite sources of light or glare. However, there are existing sources of light and glare from the surrounding development and roadways consisting of exterior building lighting, parking lot lighting, street lighting, and headlights from vehicles driving along Loveridge Road, SR 4, E Leland Road, Dias Circle, and Piedmont Way.

The proposed project would include new sources of nighttime lighting at the project site such as exterior lighting in the new surface parking lot; wayfinding lighting in areas that highlight the building's entrances, walkways, and landscaping features; exterior safety lighting; and illumination from within the proposed hotel such as lights from within guest rooms and lobbies that would be visible to an observer. The proposed hotel building would be constructed of concrete, wood, and stucco materials and would not use substantial amounts of reflective glass that would increase glare in the surrounding area. Parking lot lighting for safety would consist of standard parking lot pole fixtures up to 20 feet in height. All lighting would be shielded to reduce glare and light spillover onto surrounding properties in accordance with Chapter 18.82 of the Municipal Code (City of Pittsburg 2019). As such, compliance with the Municipal Code would ensure that light and glare impacts associated with the proposed project are less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures

No mitigation is necessary.

Level of Significance After Mitigation

Less Than Significant Impact.

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3.2 AGRICULTURE AND FORESTRY RESOURCES

	Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a)	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b)	Conflict with existing zoning for agricultural use or a Williamson Act contract?	☐	☐	☐	☒
c)	Conflict with existing zoning for, or cause rezoning of, forestland (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d)	Result in the loss of forestland or conversion of forestland to non-forest use?	☐	☐	☐	☒
e)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forestland to non-forest use?	☐	☐	☐	☒

3.2.1 Environmental Setting

The California Department of Conservation (DOC) administers the Farmland Mapping and Monitoring Program, California's statewide agricultural land inventory. As discussed in the General Plan, agricultural uses in the Pittsburg Planning Area consist primarily of grazing land for cattle in the hills south of the City (City of Pittsburg 2001).

The proposed project site is vacant and is seeking entitlements for General Plan amendment from land use designation Business Commercial to Community Commercial. The proposed project is seeking rezone from Industrial Park to Community Commercial. According to the DOC Important Farmland Finder Map and the General Plan, the project site is classified as Urban and Built-Up Land and no important farmland exists on site or adjacent to the project site (DOC 2016).

3.2.2 Methodology

The following analysis is based on a review of documents pertaining to the project site, including the General Plan, General Plan EIR, the DOC Important Farmland Map, and Contra Costa County 2016 Williamson Act Map.

3.2.3 Environmental Impact Analysis

This section discusses potential impacts on agriculture and forestry resources associated with the proposed project and provides mitigation measures where necessary.

Impact AG-1	**Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**

Impact Analysis
The project site is designated Business Commercial by the General Plan, and the proposed project is seeking entitlements for a General Plan amendment from land use designation Business Commercial to Community Commercial. According to the DOC Important Farmland Finder Map and the General Plan, the project site is classified as Urban and Built-Up Land and no important farmland exists on site or adjacent to the project site (DOC 2016). The project site does not contain prime, unique, or farmland of statewide importance. As such, the proposed project would not result in the conversion of prime, unique, or farmland of statewide importance. No impact would occur.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact AG-2	**Conflict with existing zoning for agricultural use or a Williamson Act contract?**

Impact Analysis
The project site is within the City's Industrial Park zoning district, and the proposed project is seeking rezone from Industrial Park to Community Commercial. There are no lands zoned for agricultural use within the project site and the project site does not contain lands that are protected by a Williamson Act contract (Contra Costa County 2016). Therefore, the proposed project would not conflict with zoning for agricultural use or with a Williamson Act contract. No impact would occur.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact AG-3 Conflict with existing zoning for, or cause rezoning of, forestland (as defined in Public Resources Code section 12220[g]), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104[g])?

Impact Analysis
The project site does not contain forestland (as defined in PRC Section 12220[g]), or timberland (as defined by PRC Section 4526). Furthermore, the project site is not zoned Timberland Production (as defined by Government Code section 51104[g]). The project site is zoned Industrial Park and the proposed project is seeking rezone from Industrial Park to Community Commercial and would not be rezoned to allow forestland or timberland production. As such, the proposed project would not convert forestland or timberland to a non-agricultural use, and no impact would occur.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact AG-4 Result in the loss of forestland or conversion of forestland to non-forest use?

Impact Analysis
The project site is designated Business Commercial by the General Plan and is seeking entitlements for General Plan amendment from land use designation Business Commercial to Community Commercial and the project site is surrounded by developed industrial, residential, and commercial uses. There are no forestland resources on the project site or in the vicinity. Therefore, the proposed project would not result in the loss of forestland or conversion of forestland to non-forest use. No impact would occur.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact AG-5	**Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forestland to non-forest use?**

Impact Analysis

The project site does not contain prime, unique, or farmland of statewide importance and does not contain lands protected by a Williamson Act contract (DOC 2016, Contra Costa County 2016). The project site is not zoned for forestland or timberland production and would not be rezoned for agricultural use. The project site is classified as Urban and Built-Up Land and no important farmland exists on site or adjacent to the project site (DOC 2016). Therefore, the proposed project would not result in the conversion of farmland or forestland to a non-agricultural use. No impact would occur.

Level of Significance Before Mitigation

No Impact.

Mitigation Measures

No mitigation is necessary.

Level of Significance After Mitigation

No Impact.

3.3 AIR QUALITY

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☒	☐	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or State ambient air quality standard?	☐	☒	☐	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☒	☐	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

3.3.1 Environmental Setting

The City of Pittsburg is in Contra Costa County, which is within the boundaries of the San Francisco Bay Area Air Basin (Air Basin) and under the jurisdiction of the Bay Area Air Quality Management District (BAAQMD) and the California Air Resources Board (CARB). The regional climate within the San Francisco Bay Area is driven by a summertime high-pressure cell centered over the northeastern Pacific Ocean that dominates the summer climate of the West Coast. The persistence of this high-pressure cell generally results in negligible precipitation during the summer and meteorological conditions are typically stable with a steady northwesterly wind flow. This flow causes upwelling of cold ocean water from below the surface, which produces a band of cold water off the California coast. The cool and moisture-laden air approaching the coast from the Pacific Ocean is further cooled by the presence of the cold-water band, resulting in condensation and the presence of fog and stratus clouds along the Northern California coast. In the winter, the Pacific high-pressure cell weakens and shifts to the south, resulting in wind flows offshore, the absence of upwelling, and an increase in the occurrence of storms. Winter stagnation episodes are characterized by nocturnal drainage wind flows in coastal valleys. Drainage is a reversal of the usual daytime air-flow patterns; air moves from the Central Valley toward the coast and back down toward the Bay from the smaller valleys within the Air Basin.

Criteria Air Pollutants

The Federal Clean Air Act (FCAA) establishes the framework for modern air pollution control. The FCAA, enacted in 1970 and amended in 1990, directs the United States Environmental Protection Agency (EPA) to establish ambient air quality standards. These standards are divided into primary and secondary standards. The primary standards are set to protect human health, and the secondary standards are set to protect environmental values, such as plant and animal life. The FCAA requires the EPA to set National Ambient Air Quality Standards for the six criteria air pollutants. These pollutants include

particulate matter (PM), ground-level ozone, carbon monoxide (CO), sulfur oxides, nitrogen oxides (NO_X), and lead. According to the BAAQMD, ozone and fine particulate matter ($PM_{2.5}$) are the major regional air pollutants of concern in the San Francisco Bay Area. Ozone is primarily an issue in the summer and $PM_{2.5}$ in the winter (BAAQMD 2016).

Toxic Air Contaminants

A toxic air contaminant (TAC) is an air pollutant not included in the California Ambient Air Quality Standards (CAAQS), but TACs are considered hazardous to human health. TACs are defined by CARB as those pollutants that, "may cause or contribute to an increase in deaths or in serious illness, or which may pose a present or potential hazard to human health."

The health effects associated with TACs are generally assessed locally rather than regionally. TACs can cause long-term health effects such as cancer, birth defects, neurological damage, asthma, bronchitis, or genetic damage; TACs can also cause short-term acute effects such as eye watering, respiratory irritation, running nose, throat pain, and headaches. For evaluation purposes, TACs are separated into carcinogens and noncarcinogens. Carcinogens are assumed to have no safe threshold below which health impacts would not occur, and the cancer risk is expressed as excess cancer cases per one million exposed individuals (typically over a lifetime of exposure).

Diesel Particulate Matter

Diesel particulate matter (DPM) is part of a complex mixture that makes up diesel exhaust. Diesel exhaust is composed of two phases: gas and particle. The gas phase is composed of many of the urban hazardous air pollutants, such as acetaldehyde, acrolein, benzene, 1,3-butadiene, formaldehyde, and polycyclic aromatic hydrocarbons. The particle phase also has many different types of particles that can be classified by size or composition. The size of diesel particulates that are of greatest health concern are those that are in the categories of fine and ultra-fine particles. The composition of these fine and ultra-fine particles may be composed of elemental carbon with adsorbed compounds such as organic compounds, sulfate, nitrate, metals, and other trace elements. Diesel exhaust is emitted from a broad range of diesel engines, such as the on-road diesel engines of trucks, buses, and cars, and off-road diesel engines that include locomotives, marine vessels, and heavy-duty equipment (CARB 2021a).

Asbestos

Asbestos is a fibrous mineral that both naturally occurs in ultramafic rock (a rock type commonly found in California) and is used as a processed component of building materials. Because asbestos has been proven to cause a number of disabling and fatal diseases, such as asbestosis and lung cancer, it is strictly regulated either based on its natural widespread occurrence or in its use as a building material. In the initial Asbestos National Emission Standards for Hazardous Air Pollutants rule promulgated in 1973, a distinction was made between building materials that would readily release asbestos fibers when damaged or disturbed (friable) and those materials that were unlikely to result in significant fiber release (non-friable). The EPA has since determined that, when severely damaged, otherwise non-friable materials can release significant amounts of asbestos fibers. Asbestos has been banned from many

building materials under the Toxic Substances Control Act, the FCAA, and the Consumer Product Safety Act. Naturally occurring asbestos (NOA) is known to occur in many parts of California and is commonly associated with ultramafic or serpentinite rock.

Sensitive Receptors

Some land uses are considered more sensitive to air pollution than others due to the types of population groups or activities involved. Heightened sensitivity may be caused by health problems, proximity to the emissions source, and/or duration of exposure to air pollutants. Children, pregnant women, the elderly, and those with existing health problems are especially vulnerable to the effects of air pollution. Accordingly, land uses that are typically considered to be sensitive receptors include residences, schools, childcare centers, playgrounds, retirement homes, convalescent homes, hospitals, and medical clinics.

Air Quality Standards

The FCAA requires states to develop a general plan to attain and maintain the standards in all areas of the country and a specific plan to attain the standards for each area designated nonattainment. These plans, known as State Implementation Plans or SIPs, are developed by state and local air quality management agencies and submitted to EPA for approval.

The SIP for the State of California is administered by the CARB, which has overall responsibility for statewide air quality maintenance and air pollution prevention. California's SIP incorporates individual federal attainment plans for each regional air district. SIPs are prepared by the regional air district and sent to the CARB to be approved and incorporated into the California SIP. Federal attainment plans include the technical foundation for understanding air quality (e.g., emission inventories and air quality monitoring), control measures and strategies, and enforcement mechanisms.

The CARB also administers the CAAQS for the 10 air pollutants designated in the California Clean Air Act. The 10 state air pollutants include the six federal criteria pollutant standards listed above as well as visibility-reducing particulates, hydrogen sulfide, sulfates, and vinyl chloride. The federal and state ambient air quality standards are summarized in Table 3.3-1.

Table 3.3-1: California and National Ambient Air Quality Standards

Pollutant	Averaging Time	California Standards	National Standards	
		Concentration	Primary	Secondary
Ozone	1 Hour	0.09 ppm (180 µg/m^3)	—	Same as Primary Standard
	8 Hour	0.070 ppm (137 µg/m^3)	0.070ppm (137 µg/m^3)	
Respirable Particulate Matter	24 Hour	50 µg/m^3	150 µg/m3	Same as Primary Standard
	Annual Arithmetic Mean	20 µg/m^3	—	
Fine Particulate Matter	24 Hour	—	35 µg/m^3	Same as Primary Standard
	Annual Arithmetic Mean	12 µg/m^3	12 µg/m^3	

Pollutant	Averaging Time	California Standards	National Standards	
		Concentration	Primary	Secondary
Carbon Monoxide	1 Hour	20 ppm (23 mg/m^3)	35 ppm (40 mg/m^3)	—
	8 Hour	9.0 ppm (10 mg/m^3)	9 ppm (10 mg/m^3)	—
	8 Hour (Lake Tahoe)	6 ppm (7 mg/m^3)	—	—
Nitrogen Dioxide	1 Hour	0.18 ppm (339 µg/m^3)	100 ppb (188 µg/m^3)	—
	Annual Arithmetic Mean	0.030 ppm (57 µg/m^3)	0.053 ppm (100 µg/m^3)	Same as Primary Standard
Sulfur Dioxide	1 Hour	0.25 ppm (655 µg/m^3)	75 ppb (196 µg/m^3)	—
	3 Hour	—	—	0.5 ppm (1300 µg/m^3)
	24 Hour	0.04 ppm (105 µg/m^3)	0.14 ppm (for certain areas)	—
	Annual Arithmetic Mean	—	0.030 ppm (for certain areas)	—
Lead	30-Day Average	1.5 µg/m^3	—	—
	Calendar Quarter	—	1.5 µg/m^3	Same as Primary Standard
	Rolling 3-Month Average	—	0.15 µg/m^3	
Visibility-Reducing Particles	8 Hour	See Footnote 1	No National Standards	
Sulfates	24 Hour	25 µg/m^3		
Hydrogen Sulfide	1 Hour	0.03 ppm (42 µg/m^3)		
Vinyl Chloride	24 Hour	0.01 ppm (26 µg/m^3)		

Notes:

1 - In 1989, the CARB converted both the general statewide 10-mile visibility standard and the Lake Tahoe 30-mile visibility standard to instrumental equivalents, which are "extinction of 0.23 per kilometer" and "extinction of 0.07 per kilometer" for the statewide and Lake Tahoe Air Basin standards, respectively.

µg/m3 =micrograms per cubic meter

CARB = California Air Resources Board

mg/m3 = milligrams per cubic meter

ppm = parts per million

Source: BAAQMD 2017a

As summarized in Table 3.3-2, the San Francisco Bay Area Basin and Contra Costa County are currently designated as nonattainment areas for state ozone, $PM_{2.5}$, and PM_{10} standards, as well as national ozone and $PM_{2.5}$ standards, but are listed as unclassified under national PM_{10}. The standards for CO, nitrogen dioxide, sulfur dioxide, and lead are being met in the Bay Area. The BAAQMD has developed its 2017 Clean Air Plan, Spare the Air, Cool the Climate (BAAQMD 2017b) to update the most recent Bay Area ozone plan, the 2010 Clean Air Plan, pursuant to air quality planning requirements defined in the California Health & Safety Code. To fulfill state ozone planning requirements, the 2017 control strategy includes all feasible measures to reduce emissions of ozone precursors—reactive organic gases (ROG) and NO_X—and reduce transport of ozone and its precursors to neighboring air basins. In addition, the

2017 Clean Air Plan builds upon and enhances the BAAQMD's efforts to reduce emissions of fine particulate matter and TACs (BAAQMD 2017b). The BAAQMD adopted significance thresholds for construction-related and operational ROG, NO_X, PM, CO, and carbon dioxide equivalent (CO_2e), these thresholds are included in Table 3.3-3**Error! Reference source not found.**.

Table 3.3-2: Contra Costa County Area Designations for State and National Ambient Air Quality

Criteria Pollutants	State Designation	National Designation
Ozone (1-hour)	Nonattainment	—
Ozone (8-hour)	Nonattainment	Nonattainment
PM_{10}	Nonattainment	Unclassified
$PM_{2.5}$	Nonattainment	Unclassified/Nonattainment
Carbon Monoxide	Attainment	Attainment
Nitrogen Dioxide	Attainment	Unclassified/Attainment
Sulfur Dioxide	Attainment	Attainment
Sulfates	Attainment	—
Lead	Attainment	Attainment
Hydrogen Sulfide	Unclassified	—
Visibility Reducing Particles	Unclassified	—

Notes:
$PM_{2.5}$ = particulate matter less than 2.5 microns
PM_{10} = particulate matter between 2.5 and 10 microns
Source: BAAQMD 2017a

Table 3.3-3: BAAQMD Project-Level Air Quality CEQA Thresholds of Significance

Criteria Air Pollutants and Precursors (regional)	Average Daily Emissions (lbs/day)	Average Daily Emissions (lbs/day)	Maximum Annual Emissions (tpy)
ROG	54	54	10
NO_x	54	54	10
PM_{10}	82 (exhaust)	82	15
$PM_{2.5}$	54 (exhaust)	54	10
$PM_{10}/PM_{2.5}$ (fugitive dust)	Best Management Practices	None	
Local CO	None	9.0 ppm (8-hour average), 20.0 ppm (1-hour average)	
GHGs (projects other than stationary sources)	None	Compliance with Qualified GHG Reduction Strategy OR 1,100 $MTCO_2e$/yr OR 4.6 $MTCO_2e$/SP/yr (residents + employees)	

Notes:
CO = carbon monoxide

GHG = greenhouse gas
lbs/day= pounds per day
$MTCO_2e$/yr= metric tons of carbon dioxide equivalent per year
$MTCO_2e$/SP/yr= metric tons of carbon dioxide equivalent per service population per year
NO_X = nitrogen oxide
$PM_{2.5}$ = particulate matter 2.5 microns in diameter or less
PM_{10} = particulate matter 10 microns in diameter or less
ppm = parts per million
ROG = reactive organic gas
tpy= trips per year
Source: BAAQMD 2017c

The BAAQMD has established rules and regulations to attain and maintain State and national air quality standards. The rules and regulations that apply to this proposed project include, but are not limited to, the following:

Regulation 8, Rule 3

Architectural Coatings. This rule governs the manufacture, distribution, and sale of architectural coatings and limits the ROG content in paints and paint solvents. Although this rule does not directly apply to the proposed project, it does dictate the ROG content of paint available for use during the construction.

Regulation 8, Rule 15

Emulsified and Liquid Asphalts. Although this rule does not directly apply to the proposed project, it does dictate the ROG content of asphalt available for use during the construction through regulating the sale and use of asphalt and limits the ROG content in asphalt.

BAAQMD manages a naturally occurring asbestos program that administers the requirements of CARB's naturally occurring asbestos air toxic control measures (ATCM), as discussed above. The BAAQMD provides an exemption application, notification form for road construction and maintenance operations, and asbestos dust mitigation plan applications for projects to submit prior to the start of construction, or upon discovery of asbestos, ultramafic rock, or serpentine during construction. Forms must be submitted to the BAAQMD in accordance with the procedures detailed in the BAAQMD Asbestos ATCM Inspection Guidelines Policies and Procedures.

City of Pittsburg

As a component of General Plan Pittsburg 2020: A Vision for the 21st Century, the City has adopted policies to minimize air pollutant emissions. The following goals and policies are relevant to air quality and the proposed project:

- **Goal 9-G-9.** Work toward improving air quality and meeting all Federal and State ambient air quality standards by reducing the generation of air pollutants from stationary and mobile sources.
- **Goal 9-G-10.** Reduce the potential for human discomfort or illness due to local concentrations of toxic contaminants, odors, and dust.

- **Goal 9-G-11**. Reduce the number of motor vehicle trips and emissions accounted to Pittsburg residents and encourage land use and transportation strategies that promote use of alternatives to the automobile for transportation, including bicycling, bus transit, and carpooling.
- **Policy 9-P-29.** Cooperate with the BAAQMD to achieve emissions reductions for ozone and its precursor, PM_{10}.
- **Policy 9-P-30.** Cooperate with BAAQMD to ensure compliance with dust abatement measures during construction. These measures would reduce particulate emissions from construction and grading activities.

3.3.2 Methodology

Construction and operational emissions for the proposed project were modeled using the California Emissions Estimator Model (CalEEMod) version 2016.3.2. For detailed information on the assumptions please refer to Appendix A.

3.3.3 Environmental Impact Analysis

This section discusses potential impacts related to air quality associated with the proposed project and provides mitigation measures where necessary.

Impact AIR-1 Conflict with or obstruct implementation of the applicable air quality plan?

Impact Analysis
The BAAQMD's 2017 Clean Air Plan is the regional air quality plan (AQP) for the Air Basin. It identifies strategies to bring regional emissions into compliance with federal and State air quality standards. The BAAQMD's Guidance provides two criteria for determining if a plan-level project is consistent with the current AQP control measures. However, the BAAQMD does not provide a threshold of significance for project-level consistency analysis. Therefore, the following criteria will be used for determining a project's consistency with the AQP.

- Criterion 1: Does the project support the primary goals of the AQP?
- Criterion 2: Does the project include applicable control measures from the AQP?
- Criterion 3: Does the project disrupt or hinder implementation of any AQP control measures?

Criterion 1

The primary goals of the 2017 Clean Air Plan, the current AQP, are to:

- Protect public health through the attainment air quality standards
- Protect the climate

As discussed in impact discussions AIR-2, AIR-3, and AIR-4, the proposed project would not significantly contribute to cumulative nonattainment pollutant violations, expose sensitive receptors to substantial

pollutant concentrations, or create objectionable odors affecting a substantial number of people after implementation of Mitigation Measure AIR-1 and Mitigation Measure AIR-2. Therefore, the project is consistent with criterion 1 with incorporation of mitigation. Mitigation Measure AIR-1 would require all construction contractors to implement the basic construction mitigation measures recommended by the BAAQMD to reduce fugitive dust emissions, while Mitigation Measure AIR-2 would require cleaner offroad construction equipment to be used during project construction.

Criterion 2

The 2017 Clean Air Plan contains 85 control measures aimed at reducing air and climate pollutants in the Bay Area. For purposes of consistency with climate planning efforts at the state level, the control strategy in the Clean Air Plan is based upon the same economic sector framework used by the CARB for its 2014 update to the Assembly Bill (AB) 32 Scoping Plan. The sectors are as follows:

- Stationary Sources
- Transportation
- Energy
- Buildings
- Agriculture
- Natural and Working Lands
- Waste Management
- Water
- Super-GHG (greenhouse gases) Pollutants

The proposed project's potential to conflict with each of these measures is discussed below.

Stationary Source Control Measures. The Stationary Source Measures, which are designed to reduce emissions from stationary sources such as metal melting facilities, refineries, and glass furnaces, are incorporated into rules adopted by the BAAQMD and then enforced by the BAAQMD's Permit and Inspection programs. The proposed project would develop a hotel including 115 guest rooms and associated onsite guest amenities and would not include any stationary sources of emissions. As such, the Stationary Source Measures of the Clean Air Plan are not applicable to the proposed project.

Transportation Control Measures. The BAAQMD identifies Transportation Measures as part of the Clean Air Plan to decrease emissions of criteria pollutants, TACs, and GHGs by reducing demand for motor vehicle travel, promoting efficient vehicles and transit service, decarbonizing transportation fuels, and electrifying motor vehicles and equipment. The proposed project would be constructed in accordance with City standards and would be consistent with the BAAQMD's effort to encourage planning for bicycle and pedestrian facilities.

Energy Control Measures. The Clean Air Plan also includes Energy Control Measures, which are designed to reduce emissions of criteria air pollutants, TACs, and GHGs by decreasing the amount of electricity consumed in the Bay Area, as well as decreasing the carbon intensity of the electricity used by

switching to less GHG-intensive fuel sources for electricity generation. Since these measures apply to electrical utility providers and local government agencies (and not individual projects), the Energy Control Measures of the Clean Air Plan are not applicable to the proposed project. However, the project applicant would be required to conform to the energy efficiency requirements of the California Building Standards Code, also known as Title 24. Specifically, the project must implement the requirements of the most recent Building Energy Efficiency Standards, which is the current version of Title 24.

Building Control Measures. The BAAQMD has authority to regulate emissions from certain sources in buildings such as boilers and water heaters but has limited authority to regulate buildings themselves. Therefore, the strategies in the control measures for this sector focus on working with local governments that do have authority over local building codes, to facilitate adoption of best GHG control practices and policies. The proposed project would be required to comply with the latest California Green Building Standards Code (CALGreen) standards. Therefore, the Building Control Measures of the Clean Air Plan are not applicable to the proposed project.

Agriculture Control Measures. The Agriculture Control Measures are designed to primarily reduce emissions of methane. Since the proposed project does not include any agricultural activities, the Agriculture Control Measures of the Clean Air Plan are not applicable to the proposed project.

Natural and Working Lands Control Measures. The Natural and Working Lands Control Measures focus on increasing carbon sequestration on rangelands and wetlands, as well as encouraging local governments to develop ordinances that promote urban-tree plantings. Since the project does not include the disturbance of any rangelands or wetlands, the Natural and Working Lands Control Measures of the Clean Air Plan are not applicable to the proposed project.

Waste Management Control Measures. The Waste Management Measures focus on reducing or capturing methane emissions from landfills and composting facilities, diverting organic materials away from landfills, and increasing waste diversion rates through efforts to reduce, reuse, and recycle. The proposed project would comply with local requirements for waste management (e.g., recycling and composting services). Therefore, the proposed project would be consistent with the Waste Management Control Measures of the Clean Air Plan.

Water Control Measures. The Water Control Measures focus on reducing emissions of criteria pollutants, TACs, and GHGs by encouraging water conservation, limiting GHG emissions from publicly owned treatment works (POTWs), and promoting the use of biogas recovery systems. Since these measures apply to POTWs and local government agencies (and not individual projects), the Water Control Measures are not applicable to the proposed project.

Super-GHG Control Measures. The Super-GHG Control Measures are designed to facilitate the adoption of best GHG control practices and policies through the BAAQMD and local government agencies. Since these measures do not apply to individual projects, the Super-GHG Control Measures are not applicable to the proposed project.

As discussed above, most of the measures contained in the Clean Air Plan would not be appliable to the proposed project. The proposed project would not impede implementation of any measures contained in

the Clean Air Plan and would be consistent with applicable measures outlined in the Clean Air Plan. Therefore, the proposed project would not disrupt or hinder implementation of a control measure from the Clean Air Plan.

Criterion 3

If the approval of a project would not cause a disruption, delay, or otherwise hinder the implementation of any clean air plan control measure, it would be considered consistent with the 2017 Clean Air Plan. Examples of how a project may cause the disruption or delay of control measures include a project that precludes an extension of a transit line or bike path or proposes excessive parking beyond parking requirements. The proposed project will not preclude extension of a transit line or bike path, propose excessive parking beyond parking requirements, or otherwise create an impediment or disruption to implementation of any AQP control measures.

Conclusion

The proposed project would be consistent with the criteria of the AQP with incorporation of Mitigation Measure AIR-1 and Mitigation Measure AIR-2. As such, with the incorporation of this mitigation measure, this impact would be less than significant.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures

MM AIR-1: **Implement Construction Best Management Practices.** The applicant shall require all construction contractors to implement the basic construction mitigation measures recommended by the BAAQMD to reduce fugitive dust emissions. Emission reduction measures will include, at a minimum, the following measures. Additional measures may be identified by the BAAQMD or contractor as appropriate:

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) will be watered two times per day.
- All haul trucks transporting soil, sand, or other loose material off-site will be covered.
- All visible mud or dirt track-out onto adjacent public roads will be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- All vehicle speeds on unpaved roads shall be limited to 15 miles per hour.
- All roadways, driveways, and sidewalks to be paved will be completed as soon as possible. Building pads will be laid as soon as possible after grading unless seeding or soil binders are used.

- Idling times shall be minimized either by shutting equipment off when not in use or by reducing the maximum idling time to 5 minutes (as required by the California Airborne Toxics Control Measure Title 13, Section 2485 of CCR. Clear signage shall be provided for construction workers at all access points.
- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator or checked by a certified mechanic and determined to be running in proper condition prior to operation.
- Post a publicly visible sign with the telephone number and person to contact at the City of Pittsburg regarding dust complaints. This person will respond and take corrective action within 48 hours. The BAAQMD's phone number will also be visible to ensure compliance with applicable regulations.

MM AIR-2 The following condition shall be implemented during all phases of construction to reduce potential exposure of diesel particulate matter (DPM) emissions to sensitive receptors located near the project site:

Prior to the issuance of any demolition, grading, or building permits (whichever occurs earliest), the project applicant and/or construction contractor shall prepare a construction operations plan that, during construction activities, requires all off-road equipment with engines greater than 75 horsepower to meet either the particulate matter emissions standards for Tier 4 Interim engines or be equipped with Level 3 diesel particulate filters. Tier 4 Interim engines shall, at a minimum, meet EPA or CARB particulate matter emissions standards for Tier 4 Interim engines. Alternatively, use of CARB-certified Level 3 diesel particulate filters on off-road equipment with engines greater than 75 horsepower can be used in lieu of Tier 4 Interim engines or in combination with Tier 4 Interim engines. The construction contractor shall maintain records documenting its efforts to comply with this requirement, including equipment lists. Off-road equipment descriptions and information shall include, but are not limited to, equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, and engine serial number. The project applicant and/or construction contractor shall submit the construction operations plan and records of compliance to the City of Pittsburg.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact AIR-2	**Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or State ambient air quality standard?**

Impact Analysis

In developing thresholds of significance for air pollutants, the BAAQMD considered the emission levels for which a project's individual emissions would be cumulatively considerable. If a project exceeds the identified significance thresholds, its emissions would be cumulatively considerable, resulting in significant adverse air quality impacts to the region's existing air quality conditions. Project construction and operational impacts are assessed separately below.

Construction Emissions

Construction activities associated with development of the proposed project would include site preparation, grading, building construction, paving, and architectural coatings. Emissions from construction-related activities are generally short-term in duration but may still cause adverse air quality impacts. During construction, fugitive dust would be generated from earth-moving activities. Exhaust emissions would also be generated from off-road construction equipment and construction-related vehicle trips. Emissions associated with construction of the proposed project are discussed below.

Construction Fugitive Dust (PM_{10} and $PM_{2.5}$)

During construction (grading), fugitive dust (PM_{10} and $PM_{2.5}$) would be generated from site grading and other earth-moving activities. Most of this fugitive dust will remain localized and will be deposited near the project site.

The BAAQMD does not have a quantitative threshold for fugitive dust. The BAAQMD's Air Quality Guidelines recommend that projects determine the significance for fugitive dust through application of best management practices (BMPs). Mitigation Measure AIR-1 requires the implementation of fugitive dust control measures that are consistent with BMPs established by the BAAQMD, which reduce the project's construction-generated fugitive dust impacts to a less than significant level.

Construction Emissions: ROG, NO_X, PM_{10} (exhaust), $PM_{2.5}$ (exhaust)

Table 3.3-4 provides the construction emissions estimate for the proposed project. Please refer to Appendix A for details regarding assumptions used to estimate construction emissions. The duration of construction activity and associated equipment represent a reasonable approximation of the expected construction fleet as required pursuant to CEQA guidelines. The construction emissions in each year are well below the recommended thresholds of significance. The project would implement Mitigation Measure AIR-1 as recommended by the BAAQMD. The emissions from construction would be less than significant.

Table 3.3-4: Construction Annual and Daily Average Emissions (Unmitigated Average Daily Rate)

Parameter	Air Pollutants			
	ROG	NO_X	PM_{10} (Exhaust)	$PM_{2.5}$ (Exhaust)
2021 Construction Year (tons/year)	0.212	1.733	0.077	0.074
2022 Construction Year (tons/year)	0.408	0.541	0.023	0.022
Total Emissions (tons/year)	*0.620*	*2.274*	*0.100*	*0.096*
Total Emissions (pounds/year)	1,241	4,549	201	192
Average Daily Emissions (pounds/day)[1]	**4.74**	**17.36**	**0.77**	**0.73**
Significance Threshold (pounds/day)	**54**	**54**	**82**	**54**
Exceeds Significance Threshold?	**No**	**No**	**No**	**No**

Notes:
[1] Calculated by dividing the total number of pounds by the total 262 working days of construction for the entire construction period. Calculations use unrounded numbers.
lbs = pounds
NO_X = oxides of nitrogen
PM_{10} = particulate matter 10 microns in diameter
$PM_{2.5}$ = particulate matter 2.5 microns in diameter
ROG = reactive organic gases
Source: Appendix A.

Operational Emissions

As previously discussed, the pollutants of concern include ROG, NO_X, PM_{10}, and $PM_{2.5}$. Full buildout of the proposed project is anticipated to occur in 2022, immediately following the completion of construction. Emissions were assessed for full buildout operations in the 2022 operational year (Table 3.3-5). To present a conservative analysis, a full year of operations in the 2022 was assumed for the purpose of estimating emissions. The BAAQMD Criteria Air Pollutant Significance thresholds were used to determine impacts. Unmitigated Operational Average Daily Emissions are presented in Table 3.3-6.

Table 3.3-5: Operational Annual Emissions for Full Buildout (Unmitigated)

Emissions Source	Tons per Year			
	ROG	NO_X	PM_{10}	$PM_{2.5}$
Area	0.23	<0.01	<0.01	<0.01
Energy	0.02	0.14	0.01	0.01
Mobile (Motor Vehicles)	0.12	0.53	0.37	0.10
Total Project Annual Emissions	**0.36**	**0.67**	**0.38**	**0.11**
Thresholds of Significance	**10**	**10**	**15**	**10**
Exceeds Significance Threshold?	**No**	**No**	**No**	**No**

Notes:
NO_X = oxides of nitrogen

$PM_{2.5}$ = particulate matter 2.5 microns or less in diameter
PM_{10} = particulate matter 10 microns or less in diameter
ROG = reactive organic gases
Source: Appendix A.

Table 3.3-6: Operational Average Daily Emissions (Unmitigated)

Emissions Source	Tons per Year			
	ROG	NO_X	PM_{10}	$PM_{2.5}$
Total Project Annual Emissions[1] (tons/year)	0.360	0.666	0.378	0.111
Total Project Annual Emissions[2] (lbs/year)	719	1,332	756	223
Average Daily Emissions[3] (lbs/day)	**1.97**	**3.65**	**2.07**	**0.61**
BAAQMD Average Daily Emission Thresholds (lbs/day)	**54**	**54**	**82**	**54**
Exceeds Significance Threshold?	**No**	**No**	**No**	**No**

Notes:
[1] Tons per year are shown in 3.3-5.
[2] Pounds per year were calculated using the unrounded annual project operational emissions.
[3] The average daily operational emissions were estimated based on the total annual emissions divided by 365 days.
lbs = pounds
NO_X = oxides of nitrogen
$PM_{2.5}$ = particulate matter 2.5 microns or less in diameter
PM_{10} = particulate matter 10 microns or less in diameter
ROG = reactive organic gases
Source: Appendix A.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures
Mitigation Measure AIR-1 is required.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact AIR-3 Expose sensitive receptors to substantial pollutant concentrations?

Impact Analysis
This discussion addresses whether the proposed project would expose sensitive receptors to substantial pollutant concentrations. The localized pollutants that could impact sensitive receptors include: NOA, construction-generated fugitive dust (PM_{10} and $PM_{2.5}$), construction generated DPM, CO hotspots and operational-related TACs. Project construction and operational impacts are assessed separately below.

Some land uses are considered more sensitive to air pollution than others due to the types of population groups or activities involved. Heightened sensitivity may be caused by health problems, proximity to the emissions source, and/or duration of exposure to air pollutants. Children, pregnant women, the elderly,

and those with existing health problems are especially vulnerable to the effects of air pollution. Accordingly, the following are land uses where sensitive receptors are typically located:

- Long-term health care facilities
- Rehabilitation centers
- Convalescent centers
- Hospitals
- Retirement homes
- Residences
- Schools and childcare centers

As a hotel project, the proposed project itself would be non-residential and would not be considered a sensitive receptor once operational.

Project as a Source – Construction

Construction Fugitive Dust

During construction (grading), fugitive dust (PM_{10} and $PM_{2.5}$) is generated. As detailed in Impact AIR-1, the proposed project would result in a less than significant dust impact after incorporation of Mitigation Measure AIR-1. Therefore, the proposed project would not expose adjacent receptors to significant amounts of construction dust after incorporation of mitigation.

Construction-Generated DPM

Construction activity using diesel-powered equipment emits DPM, a known carcinogen. DPM includes exhaust $PM_{2.5}$. A 10-year research program (CARB 2021b) demonstrated that DPM (exhaust $PM_{2.5}$) from diesel-fueled engines is a human carcinogen and that chronic (long-term) inhalation exposure to DPM poses a chronic health risk. Health risks from TACs are a function of both concentration and duration of exposure. Construction diesel emissions are temporary, affecting an area for a period of weeks or months. Additionally, construction-related sources are mobile and transient in nature.

The health risk assessment evaluated DPM (represented as exhaust $PM_{2.5}$) and $PM_{2.5}$ (exhaust $PM_{2.5}$ and fugitive $PM_{2.5}$) emissions generated during construction of the proposed project and the related health risk impacts for sensitive receptors located within 1,000 feet of the project boundary. According to the BAAQMD, a project would result in a significant impact if it would individually expose sensitive receptors to TACs resulting in an increased cancer risk greater than 10.0 in one million, an increased non-cancer risk of greater than 1.0 on the hazard index (chronic or acute), or an annual average ambient $PM_{2.5}$ increase greater than 0.3 micrograms per cubic meter ($\mu g/m^3$). As shown in Table 3.3-7, the health risk from these sources is determined to be less than significant.

Table 3.3-7: Unmitigated Health Risks from Project Construction to Off-Site Receptors

Health Impact Metric	Carcinogenic Inhalation Health Risk in One Million	Chronic Inhalation Hazard Index[2]	Annual $PM_{2.5}$ Concentration ($\mu g/m^3$)
Risks and Hazards at the MEI[1]			
Risks and Hazards at the MEI: Infant (3rd Trimester)	14.07	0.021	0.108
Risks and Hazards at the MEI: Infants (Age Zero)	16.90	0.021	0.108
Risks and Hazards at the MEI: Child	2.66	0.021	0.108
Risks and Hazards at the MEI: Adult	0.30	0.021	0.108
BAAQMD Significance Threshold	10	1.0	0.3
Exceeds Individual Source Threshold?	Yes	No	No

Notes:

$\mu g/m^3$ = micrograms per cubic meter

DPM = diesel particulate matter

MEI = maximally exposed individual

$PM_{2.5}$ = particulate matter less than 2.5 microns

[1] The MEI is located at an existing residence 70 feet southwest the of the project site.

[2] Chronic non-cancer hazard index was estimated by dividing the annual DPM concentration (as $PM_{2.5}$ exhaust) by the REL of 5 $\mu g/m^3$.

Source: Appendix A.

The project site is located within 1,000 feet of existing and planned sensitive receptors that could be exposed to diesel emission exhaust during the construction period. To estimate the potential cancer risk associated with construction of the proposed project from equipment exhaust (including DPM), a dispersion model was used to translate an emission rate from the source location to concentrations at the receptor locations of interest (i.e., receptors at a nearby hospital). The maximally exposed individual (MEI) was found to be an existing residence located approximately 70 feet southwest the of the project site.

As indicated in Table 3.3-7, construction of the proposed project would exceed at least one applicable BAAQMD threshold of the three health impact metrics prior to incorporation of mitigation. Specifically, the cancer risk from construction of the proposed project would exceed the applicable cancer risk significance threshold at the MEI for both infant scenarios. Therefore, the proposed project would be required to implement Mitigation Measure AIR-2 to reduce health risk impacts. Table 3.3-8 summarizes the health and hazard impacts at the MEI from construction of the proposed project after the incorporation of Mitigation Measure AIR-2.

Table 3.3-8: Mitigated Health Risks from Project Construction to Off-Site Receptors

Health Impact Metric	Carcinogenic Inhalation Health Risk in One Million	Chronic Inhalation Hazard Index[2]	Annual $PM_{2.5}$ Concentration ($\mu g/m^3$)
Risks and Hazards at the MEI[1]– Mitigated (Tier 4 Option)			
Risks and Hazards at the MEI: Infant (3rd Trimester)	4.23	0.006	0.036

Health Impact Metric	Carcinogenic Inhalation Health Risk in One Million	Chronic Inhalation Hazard Index[2]	Annual $PM_{2.5}$ Concentration ($\mu g/m^3$)
Risks and Hazards at the MEI: Infants (Age Zero)	5.08	0.006	0.036
Risks and Hazards at the MEI: Child	0.80	0.006	0.036
Risks and Hazards at the MEI: Adult	0.09	0.006	0.036
Risks and Hazards at the MEI[1]– Mitigated (Level 3 Filters Option)			
Risks and Hazards at the MEI: Infant (3rd Trimester)	5.28	0.008	0.039
Risks and Hazards at the MEI: Infants (Age Zero)	6.34	0.008	0.039
Risks and Hazards at the MEI: Child	1.00	0.008	0.039
Risks and Hazards at the MEI: Adult	0.11	0.008	0.039
Maximum Risks and Hazards at the MEI[1] After the Incorporation of Mitigation Measure AIR-2			
Maximum Risks and Hazards at the MEI in Any Scenario Analyzed	6.34	0.008	0.039
BAAQMD Significance Threshold	10	1.0	0.3
Exceeds Individual Source Threshold in Either Scenario?	No	No	No

Notes:

$\mu g/m^3$ = micrograms per cubic meter

DPM = diesel particulate matter

MEI = maximally exposed individual

$PM_{2.5}$ = particulate matter less than 2.5 microns

[1] The MEI is located at an existing residence 70 feet southwest the of the project site.

[2] Chronic non-cancer hazard index was estimated by dividing the annual DPM concentration (as $PM_{2.5}$ exhaust) by the REL of 5 $\mu g/m^3$.

Source: Appendix A.

Naturally Occurring Asbestos

The California DOC and the United States Geological Survey (USGS) have published a guide for generally identifying areas that are likely to contain NOA. There are no NOA areas located in in the immediate vicinity of the project site. Therefore, there is no impact related to exposure to substantial pollutants from NOA.

Project as a Source – Operation

CO Hotspot

Localized high levels of CO (CO hotspot) are associated with traffic congestion and idling or slow-moving vehicles. The BAAQMD recommends a screening analysis to determine if a project has the potential to contribute to a CO hotspot. The screening criteria identify when site-specific CO dispersion modeling is necessary. The project would result in a less than significant impact to air quality for local CO if the following screening criteria are met:

- The project is consistent with an applicable congestion management program established by the county congestion management agency for designated roads or highways, regional transportation plan, and local congestion management agency plans; or
- The project traffic would not increase traffic volumes at affected intersections to more than 44,000 vehicles per hour; or
- The project traffic would not increase traffic volumes at affected intersections to more than 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited (e.g., tunnel, parking garage, bridge underpass, natural or urban street canyon, below-grade roadway).

Implementation of the proposed project would not conflict with the applicable congestion management program established by the Contra Costa Transportation Authority. According to the traffic analysis prepared for the proposed project by Stantec, the proposed project would generate approximately 39 net new trips during the a.m. peak hour and 42 net new trips during the p.m. peak hour and would not substantially increase traffic volumes on nearby roadways above 44,000 vehicles per hour. Furthermore, the adjacent roadways are not located in an area where vertical and/or horizontal mixing, or the free movement of the air mass, is substantially limited by physical barriers such as bridge overpasses or urban or natural canyon walls. Therefore, the project would not significantly contribute to an existing or projected CO hotspot. Impacts are less than significant.

Toxic Air Contaminants

The proposed project would develop a hotel would including 115 guest rooms and associated onsite guest amenities and would not generate substantial on-site TAC emissions during operation. Hotel developments are not land uses that are typically associated with TAC emissions and the proposed project does not include any features that would include more than usual TAC emission. As described in the project-specific traffic analysis, the proposed project is expected to generate a net increase of 4.46 daily vehicle trips per hotel guest room or 513 average daily trips. The proposed project would primarily generate trips associated with visitors (including guests) and employees traveling to and from the project site. The daily travel trips to and from the project site would primarily be generated by passenger vehicles. Because nearly all passenger vehicles are gasoline-combusted, the proposed project would not generate a significant amount of DPM emissions during operation. Therefore, the proposed project would not result in significant health impacts to nearby sensitive receptors during operation.

Cumulative Health Risk Assessment

The BAAQMD recommends assessing the potential cumulative impacts from sources of TACs within 1,000 feet of a project. For a project-level analysis, the BAAQMD provides three tools for use in screening potential sources of TACs. The BAAQMD-provided tools that were used to assess the potential cumulative impacts from TACs are described below.

- **Stationary Source Risk and Hazard Screening Tools.** The BAAQMD prepared a Geographic Information System (GIS) tool with the location of permitted sources. For each emissions source, the BAAQMD provides conservative estimates of cancer risk and $PM_{2.5}$ concentrations. Based on

information from the GIS tool, there are five BAAQMD-permitted stationary sources within 1,000 feet of the project site.

- **Health Risks for Local Roadways.** The BAAQMD pre-calculated concentrations and the associated potential cancer risks and $PM_{2.5}$ concentration increases for each county within their jurisdiction for roadways that carry at least 30,000 average daily trips. For certain areas, the BAAQMD also included local roadways that meet BAAQMD's "major roadway" criteria of 10,000 vehicles or 1,000 trucks per day. The latest available screening tool is in the form of a GIS raster file.

- **Freeway Screening Analysis Tool.** The BAAQMD prepared a GIS raster file that contains pre-estimated cancer risk and $PM_{2.5}$ concentration increases for highways within the Bay Area.

- **Rail Screening Tool.** The BAAQMD prepared a GIS raster file that contains estimated cancer risks and $PM_{2.5}$ concentrations from railroad operations at any point within the Air Basin.

Cumulative Health Risk Assessment at the Maximum Impacted Receptor During Project Construction

The cumulative health risk results, including health risks from the existing TAC sources, are summarized during project construction in Table 3.3-9. Cumulative health risk results shown therein are representative of the health risks to the MEI which would experience the highest concentration of pollutants.

Table 3.3-9: Summary of the Cumulative Health Impacts at the Maximally Exposed Individual during Project Construction

Source	Cancer Risk in One Million	Chronic Inhalation Hazard Index	Annual $PM_{2.5}$ Concentration ($\mu g/m^3$)
Project Construction			
Project Construction – Unmitigated Equipment	16.898	0.021	0.108
Project Construction – Mitigated (Tier 4 Option)	5.078	0.006	0.036
Project Construction – Mitigated (Level 3 Filters Option)	6.338	0.008	0.039
Existing Sources[1]			
Contra Costa Vinyl Service (FACID 8638)	0.000	0.000	0.000
Cameron (FACID 11196)	0.000	0.000	0.000
Contra Costa County (FACID 14149)	5.230	0.010	0.130
ARCO Facility #6526 (FACID 112213)	43.890	0.190	0.000
Loveridge Shell (FACID 112453)	22.400	0.100	0.000
Existing Major Local Roadways	0.780	ND	0.014
Existing Highways	6.074	ND	0.113
Existing Railways	2.566	ND	0.003
Local Roadway (E Leland Road)[2]	3.670	ND	0.069

Source	Cancer Risk in One Million	Chronic Inhalation Hazard Index	Annual $PM_{2.5}$ Concentration ($\mu g/m^3$)
Local Roadway (Loveridge Road)[2]	2.117	ND	0.039
Cumulative Health Risks at the MEI[3] – Unmitigated Equipment			
Cumulative Total with Unmitigated Project Construction	103.625	0.321	0.476
BAAQMD's Cumulative Thresholds of Significance	100	10	0.8
Threshold Exceedance in Unmitigated Scenario?	**Yes**	**No**	**No**
Cumulative Health Risks at the MEI[3] – Mitigated Equipment			
Cumulative Total with Mitigated Project Construction (Tier 4 Option)	91.805	0.306	0.404
Cumulative Total with Mitigated Project Construction (Level 3 Filters Option)	93.065	0.308	0.407
BAAQMD's Cumulative Thresholds of Significance	100	10	0.8
Threshold Exceedance in Either Mitigated Scenario?	**No**	**No**	**No**

Notes:

MEI = maximally exposed individual

ND = no data available

[1] No adjustments were made to reduce the cancer risk and hazard associated with sources that can be expected with further distances from the source of emissions; this presents a conservative estimate.

[2] The MEI is located at an existing residence 70 feet southwest the of the project site.

Source: Appendix A.

As noted in Table 3.3-9, the cumulative impacts from the proposed project construction and existing sources of TACs would be less than the BAAQMD's cumulative thresholds of significance after incorporation Mitigation Measure AIR-2. Thus, the cumulative health risk impacts from project construction would be less than significant with incorporation of mitigation.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures
Mitigation Measure AIR-1 and Mitigation Measure AIR-2 are required.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact AIR-4 Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Impact Analysis
As stated in the BAAQMD 2017 Air Quality Guidelines, odors are generally regarded as an annoyance rather than a health hazard and the ability to detect odors varies considerably among the populations and overall is subjective. The BAAQMD does not have a recommended odor threshold for construction activities. However, BAAQMD recommends screening criteria that are based on distance between types

of sources known to generate odor and the receptor. For projects within the screening distances, the BAAQMD has the following threshold for project operations:

- An odor source with five (5) or more confirmed complaints per year averaged over 3 years is considered to have a significant impact on receptors within the screening distance shown in the BAAQMD's guidance (see Table 3.3-3).

The BAAQMD's 2017 Air Quality Guidelines provide a table with odor screening distances recommended by BAAQMD for a variety of land uses. Projects that would site an odor source or a receptor farther than the applicable screening distance, shown in Table 3.3-10 below, would not likely result in a significant odor impact.

Table 3.3-10: Screening Levels for Potential Odor Sources

Odor Generator	Distance
Wastewater Treatment Plant	2 miles
Wastewater Pumping Facilities	1 mile
Sanitary Landfill	2 miles
Transfer Station	1 mile
Composting Facility	1 mile
Petroleum Refinery	2 miles
Asphalt Batch Plant	2 miles
Chemical Manufacturing	2 miles
Fiberglass Manufacturing	1 mile
Painting/Coating Operations	1 mile
Rendering Plant	2 miles
Coffee Roaster	1 mile
Food Processing Facility	1 mile
Confined Animal Facility/Feed Lot/Dairy	1 mile
Green Waste and Recycling Operations	1 mile

Source: BAAQMD 2017c

Project Construction and Project Operation

The occurrence and severity of odor impacts depend on numerous factors, including the nature, frequency, and intensity of the source; wind speed and direction; and the presence of sensitive receptors. Although offensive odors rarely cause any physical harm, they still can be very unpleasant, leading to considerable distress and often generating citizen complaints to local governments and regulatory agencies. Project operations would not be anticipated to produce odorous emissions. Construction activities associated with the proposed project could result in short-term odorous emissions from diesel exhaust associated with construction equipment. However, these emissions would be intermittent and would dissipate rapidly from the source. In addition, this diesel-powered equipment would only be present

onsite temporarily during construction activities. Therefore, the proposed would not create objectionable odors affecting a substantial number of people, and the impact would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

3.4 BIOLOGICAL RESOURCES

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations, or by the California Department of Fish or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or State habitat conservation plan?	☐	☒	☐	☐

3.4.1 Environmental Setting

The proposed project is located in Contra Costa County in the City of Pittsburg on a 2.09-acre vacant lot with a to be determined APN in the Loveridge Planning Subarea. The project site is designated Business Commercial by the General Plan and is within the City's Industrial Park zoning district. The project site is surrounded by the following land uses:

- **North.** Industrial land uses are located north of the project site, beyond which lies SR 4, which runs east/west.

- **South.** South of the project site is commercial development and high-density residential apartments, followed by E Leland Road.
- **West.** West of the project site is high-density residential apartments and industrial land uses, followed by Dias Circle and Piedmont Way.
- **East.** Loveridge Road is directly east of the project site, followed by commercial development.

The topography of the study area, which is defined as a 100-foot buffer around the project site, is nearly level with elevations ranging from approximately 70 to 75 feet above mean sea level (amsl). Regionally, the study area has a Mediterranean climate characterized by hot, dry summers and moderate winters, with average annual temperatures ranging from 46 to 75 degrees Fahrenheit (°F). Historical data used to describe the climate was collected at the Antioch Pumping Plant #3 Station, approximately 3.5 miles east of the study area (Western Regional Climate Center 2021). Precipitation in the study area occurs as rain. Average annual rainfall is 11.2 inches and occurs primarily from October through April. The growing season (i.e., 50 percent probability of air temperature 32ºF or higher) in the study area is around 304 days and occurs between mid-February and early December (Western Regional Climate Center 2021).

3.4.2 Methodology

This section summarizes the methods used to identify and analyze potential impacts on sensitive habitats and effects on special status plants and animals that may occur on the project site. As described below, a biologist conducted database searches and literature reviews to determine which rare natural communities and special status species have the potential to occur on the project site. A more detailed description of these methods is provided in the project Biological Resources Technical Report, which is included as Appendix B of this document.

Background Research

This analysis is based on a review of existing information about sensitive biological resources known to occur within and near the project site and followed by field surveys to determine whether biological resources are absent, present, and/or are likely to be present.

For the purpose of this evaluation, special status plant species include plants that are:

1) listed as threatened or endangered under the California Endangered Species Act (CESA) or Federal Endangered Species Act (FESA);
2) proposed for federal listing as threatened or endangered;
3) State or federal candidate species;
4) designated as rare by the California Department of Fish and Wildlife (CDFW); or
5) California Rare Plant Rank 1A, 1B, 2A or 2B species.

For the purpose of this evaluation, special status animal species include species that are:

1) listed as threatened or endangered under the CESA or FESA;
2) proposed for federal listing as threatened or endangered;

3) State or federal candidate species; or
4) identified by the CDFW as species of special concern or fully protected species.

Sensitive natural communities are those communities that are highly limited in distribution and may or may not contain rare, threatened, or endangered species. The California Natural Diversity Database (CNDDB) ranks natural communities according to their rarity and endangerment in California. Habitats are considered sensitive if they are identified on the CDFW List of Vegetation Alliances and Associations as being highly imperiled or classified by CDFW in the CNDDB as natural communities of special concern – Ranks S1 to S3.

The potential for special status species to occur within the study area were classified under one of five categories, as described below. Only those special status species with an occurrence potential of moderate or greater are evaluated in detail.

- **Present:** The species is known to be present or has been recently observed in the study area.
- **High:** The species has been observed and documented within 3 miles of the study area within the last 5 years, and suitable habitat for the species is present.
- **Moderate:** The proposed project is located within the range of the species, there are documented occurrences within 3 miles of the study area, and/or potential habitat for the species exists in the study area.
- **Low:** The proposed project is located within the range of the species, and low-quality (e.g., disturbed, agricultural) habitat is present.
- **Absent:** The proposed study area is located outside of the species range, and/or potential habitat to support the species is not present in the study area.

Prior to conducting a reconnaissance-level biological field survey, Stantec completed a desktop analysis to identify sensitive biological resources (wildlife species, plant species, and their habitats) that may occur within the proposed project site and region, as defined by the CDFW, United States Fish and Wildlife (USFWS), and California Native Plant Society (CNPS). The following resources were used to identify those potentially occurring biological resources:

- CDFW CNDDB records search of special status species and habitat observations in the proposed project site and in the 3 miles surrounding the proposed project site (CDFW 2020a);
- CNPS online Inventory of Rare and Endangered Plants of California for Antioch North, Denverton, Birds Landing, Rio Vista, Honker Bay, Jersey Island, Clayton, Antioch South, and Brentwood USGS 7.5-minute Quads (CNPS 2020);
- USFWS list of endangered, threatened, and candidate species that may occur in the proposed project site (USFWS 2020) (Appendix B);

- USFWS Designated Critical Habitat data for federally threatened and endangered species (USFWS 2020);
- Calflora online database for Contra Costa County (Calflora 2020). Calflora was used as a secondary tool for the purpose of assessing rare plant species that have the potential to occur within Contra Costa County.

Based on this background research, a list of special status species that have the potential to occur or are known to occur in the project site and vicinity was developed. The list was refined based on reconnaissance-level biological field surveys to determine the potential for those species to occur in the project site.

Reconnaissance Survey

A reconnaissance-level biological survey was conducted by Stantec on December 10, 2020. The reconnaissance-level survey was performed on foot, walking meandering transects throughout the entire study area to characterize habitats, identify potential aquatic resources that may be subject to regulatory agency jurisdiction (e.g., United States Army Corps of Engineers [USACE], CDFW), assess potential for special status species to occur, and to record observed species. To better focus the field survey efforts on those plant and animal special status species that may occur in the study area, a target list of potentially occurring species was developed during the literature and database review process. Plant taxonomy for the botanical survey uses the Jepson Manual (Baldwin et al. 2012).

Vegetation Communities

Habitat types in the study area were classified based on descriptions provided in *A Guide to Wildlife Habitats of California* (Mayer and Laudenslayer 1988), as well as the *California Natural Community List* (CDFW 2019), which is adapted from the technical approach and vegetation alliance classification system described in *A Manual of California Vegetation* (Sawyer et al. 2009). The habitat community present in the study area includes barren and ruderal. No potential aquatic resources were observed in the study area. Descriptions of the habitat is provided below.

Upland Habitat Types

Barren and Ruderal

The study area is highly disturbed from frequent mowing, which has created barren and ruderal habitats providing little to no vegetation communities. Based on historical areal imagery, the study area does not support grassland communities or other habitats when not recently disturbed. Due to frequent human disturbance, the vegetation consists of sparse cover of opportunistic non-native ruderal grass and forb species, such as brome species (*Bromus* sp.), bluegrass species (*Poa* sp.), mustard species (*Brassica* spp.), field bindweed (*Convolvulus arvensis*), and pepperweed species (*Lepidium* sp.). The grasses and some forbs had been mowed and were therefore not identifiable to species. The study area is bound by roadway to the east, a parking lot and commercial businesses on the south side, an apartment complex to the west, and an adjacent industrial lot to the north that is paved.

Aquatic Habitats

No potential wetlands, streams, or channels were observed within the study area that would be covered under the jurisdiction of CDFW, USACE, or Regional Water Quality Control Board (RWQCB).

Special Status Species

Plants

Regionally occurring special status plant species were identified based on a review of pertinent literature, the USFWS species list, CNDDB, CNPS database records, and the reconnaissance-level biological field survey results. CNNDB special status plant species occurrences were reviewed within 3 miles of the project site. For each species, habitat requirements were assessed and compared to the habitats in the project site and immediate vicinity to determine if potential habitat occurs in the project site. As described in the Biological Resources Technical Report (Appendix B), the project site does not provide suitable habitat for special status plants.

Wildlife

Regionally occurring special status animal species were identified based on a review of pertinent literature, the USFWS species list, CNDDB database records, a query of the California WHRS (CDFW 2014), and the reconnaissance-level biological field survey results. CNNDB special status animal species occurrences were reviewed within 3 miles of the project site. For each species, habitat requirements were assessed and compared to the habitats in the project site and the immediate vicinity to determine the species' potential to occur in or near the project site. As described in the Biological Resources Technical Report (Appendix B), the project site does not provide suitable habitat for special status animal species.

Critical Habitat

No designated critical habitat is present at the project site or within the immediate vicinity.

3.4.3 Environmental Impact Analysis

This section discusses potential impacts on biological resources associated with the proposed project and provides mitigation measures where necessary.

Impact BIO-1	**Have a substantial adverse effect, either directly or through habitat modifications on any species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?**

Impact Analysis

Special Status Plant Species

There is no potential habitat in the project site for special status plant species with occurrences within a 3-mile radius. Although the reconnaissance-level biological survey conducted on December 10, 2020, is

outside the blooming period for the plants known to occur within 3 miles of the project site, the site is disturbed from previous mowing. Historical aerial imagery indicates that this has been occurring over the course of several years, thereby limiting the opportunity for vegetation to establish. Based on the lack of suitable habitat, the project site does not provide moderate- or high-potential habitat for special status plant species to occur, and there would be no impacts to special status plants.

Special Status Wildlife Species

Although there are CNDDB occurrence records within 3 miles of the project site for special status animal species (CDFW 2020b), the project site does not provide suitable habitat (i.e., tall trees, burrows, aquatic features, elderberry shrubs) for potential special status species to occur. Due to frequent disturbance and lack of vegetation, the project site provides minimal foraging habitat for migratory birds or special status raptors protected under the Migratory Bird Treaty Act (MBTA) or California Fish and Game Code. The immediate surrounding area also provides minimal habitat for special status species and migratory birds as vacant areas are heavily and routinely disturbed through mowing. The adjacent trees may provide suitable habitat for migratory nesting birds; however, this is outside the project site boundaries.

If project activities occur during the nesting bird season (generally considered February 1 to August 31), construction may cause indirect effects to nesting birds (e.g., noise and vibration) by causing adults to abandon active nests, resulting in nest failure and reduced reproductive success. Mitigation Measure BIO-1 requires preconstruction nesting bird surveys to document all nests on or adjacent to the project site and implementation of protective buffers around documented nests during construction to minimize disturbance to nesting birds during construction. Based on the lack of suitable nesting habitat on the project site, there is low potential for special status species to occur, and with the implementation of Mitigation Measure BIO-1, impacts to special status raptors and migratory nesting bird species would be less than significant.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures

MM BIO-1: **Avoid Disturbance of Nesting Birds.** If project activities occur during the nesting season for native birds (February 1 to August 31), the following measures shall be implemented to avoid or minimize the potential for adverse impacts on nesting migratory birds and raptors:

- Pre-construction nesting bird survey for species protected by the MBTA and California Fish and Game Code shall be conducted by a qualified biologist within a 100-foot radius of proposed construction activities for passerines and a 300-foot radius for raptors no more than 30 days prior to the start of construction activities.
- If active nests are found, a qualified biologist shall determine the size of the buffers based on the nesting species and its sensitivity to disturbance. The size of the buffers may be reduced at the discretion of a qualified biologist, but no construction activities

shall be permitted within the buffer if they are demonstrated to be likely to disturb nesting birds. Active nest sites shall be monitored periodically to determine time of fledging.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact BIO-2	**Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?**

Impact Analysis
The project site does not contain any sensitive natural communities as classified by the CDFW. In addition, no potential aquatic habitats were identified within the project site that could be considered waters of the United States and subject to the USACE and RWQCB jurisdiction under Sections 404 and 401 of the Clean Water Act, or subject to CDFW jurisdiction under Section 1600 of the California Fish and Game Code. Therefore, the proposed project would have no impact on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the CDFW or USFW.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact BIO-3	**Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

Impact Analysis
No aquatic resources or potential wetlands covered under the jurisdiction of the USACE or RWQCB occur within the project site. As such, there would be no impact to state or federally protected wetlands.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact BIO-4 Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Impact Analysis
Habitat corridors are segments of land that provide linkages between different habitats while also providing cover. On a broader level, corridors also function as avenues along which wide-ranging animals can travel, plants can propagate, genetic interchange can occur, populations can move in response to environmental changes and natural disasters, and threatened species can be replenished from other areas. Habitat corridors often consist of riparian areas along streams, rivers, or other natural features. Habitat corridors have been recognized by federal agencies such as the USFWS and the state as important habitats worthy of conservation. In general, movement corridors consist of areas of undisturbed land cover that connect larger, contiguous habitats. The project site does not act as a corridor for species dispersal or provide migration habitat connectivity to adjacent habitat and is not part of any defined essential connectivity areas as identified in the California Essential Habitat Connectivity project (Spencer et al. 2010); therefore, the proposed project would have no impact.

Level of Significance Before Mitigation
No Impact

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact BIO-5 Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Impact Analysis
The project site does not contain any trees or involve the removal of any trees; therefore, no tree preservation policies apply. As such, there would be no impact with respect to conflicting with local tree policies or ordinances protecting biological resources such as a tree preservation policy or ordinance.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact BIO-6 Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or State habitat conservation plan?

Impact Analysis

The East Contra Costa County (ECCC) Habitat Conservancy is a joint exercise of powers authority formed by the Cities of Brentwood, Clayton, Oakley, and Pittsburg and Contra Costa County to implement the ECCC Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP or Plan). It is a document that helps both private and public entities plan and execute projects that lessen the impacts on natural resources within the Plan area, along with streamlining the environmental permitting process for impacts on endangered species. The project site is within the Plan boundaries and has been designated an Urban Development area.

The ECCC Plan covers approximately 175,000 acres, covering east Contra Costa County. There are 28 species covered under the ECCC Plan. The 11 plant species were evaluated for the potential to occur within the proposed project site and determined to be absent from the project site (Appendix B). The 17 wildlife species were evaluated for the potential to occur within the project site and determined to be absent within the proposed project site (Appendix B). However, because the proposed project lies within and is implemented under the authority and control of the HCP, the project would need to comply with the HCP/NCCP and complete a Planning Survey Report application and a portion of the project site is subject to HCP/NCCP mitigation fees.

With the implementation of Mitigation Measure BIO-2, the proposed project would comply with the ECCC HCP/NCCP and impacts to species within the HCP/NCCP would be less than significant.

Level of Significance Before Mitigation

Potentially Significant Impact.

Mitigation Measures

MM BIO-2: Compliance with the East Contra Costa County Habitat Conservation Plan / Natural community Conservation Plan. The project is located within and is implemented under the authority that is subject to the ECCC HCP/NCCP. The project shall comply with the HCP/NCCP which includes the following steps:

- Project proponent shall apply for take coverage from the City of Pittsburg using the HCP/NCCP Application Form and Planning Survey Report.
- The City of Pittsburg shall review the application for completeness and verify if there are required fees.
- The City of Pittsburg conditions project with applicable requirements of HCP/NCCP.
- If required, the project proponent shall pay the fees before or at grading permit (at first construction permit if no grading permit).
- The project proponent shall conduct any required pre-construction monitoring, construction monitoring and avoidance measures as determined by the ECCC HCP/NCCP.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

3.5 CULTURAL RESOURCES

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as identified in Section 15064.5?	☐	☒	☐	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☒	☐	☐
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☒	☐	☐

3.5.1 Environmental Setting

The project site is located in the City of Pittsburg in Contra Costa County, California. Pittsburg is located in the Sacramento/San Joaquin Delta region to the south of Suisun Bay. The area's Mediterranean climate supports a mosaic of grasslands, wetland communities, and scattered stands of trees (City of Pittsburg 2001).

3.5.2 Methodology

To determine the presence or absence of cultural resources within the project site and vicinity, Stantec prepared a Cultural Resources Assessment. The cultural resources assessment included a records search at the Northwest Information Center (NWIC) of the California Historical Resources Information System (CHRIS), literature review, AB 52 consultations, buried site sensitivity analysis, and a pedestrian field survey. The cultural resources assessment was conducted to satisfy the requirements of CEQA and follows CEQA Appendix G Guidelines. The project Cultural Resources Assessment is provided in Appendix C.

Records Search and Literature Review

A records search (NWIC File No. 20-0942) was completed at the NWIC of the CHRIS, on December 4, 2020 (CHRIS 2020). As an affiliate of the State of California Office of Historic Preservation, the NWIC is the official state repository of cultural resource records and reports for the region that includes Contra Costa County. The search included the entire project site, as well as a 0.25-mile buffer around it. Other sources reviewed include the Office of Historic Preservation Historic Property Data File, Determination of Eligibility, National Register of Historic Places (NRHP)/California Register of Historical Resources (CRHR) listings, California Inventory of Historical Resources, California State Historical Landmarks, Points of Historic Interest, Caltrans Bridge Inventory, and Historic Maps.

In addition, Stantec contacted the California Native American Heritage Commission (NAHC), on January 14, 2021, to request a search of the Sacred Lands File. The request included a description of the proposed project, as well as a location map. A search of the NAHC Sacred Lands File was completed on January 26, 2021, and there was no indication of the presence of Native American cultural resources in the project site.

No NRHP or CRHR eligible sites are within or adjacent to the project site. Camp Stoneman, a military base, appears in historic aerials as early as 1949 in the area of the proposed project but the base was deactivated in 1954 (Johnson 2012).

Records Search Results

No cultural resources have been recorded in the project site. Five previously recorded historic-era resources are within 0.25 mile of the project site and all have been recommended not eligible to either the CRHR or NRHP. Seventeen previous studies have been completed within the project site and 13 previous studies have been completed within 0.25 mile of, but outside of, the project site. Appendix C includes the complete NWIC records search results.

Field Survey

A pedestrian archaeological survey of the project site was conducted by a Stantec archaeologist on December 10, 2020. The archaeologist took photographs of the survey area and ground surface visibility and used a Geographic Positioning System unit with sub-meter accuracy during the survey. Survey transects were spaced at intervals no greater than 10 to 15 meters. Ground visibility was good, with approximately 95 percent visibility. Regardless, periodic trowel and boot scrapings were employed to clear small patches of vegetation in areas with poor ground visibility due to thick ground vegetation cover in some areas.

During the survey, all areas were examined closely for evidence of prehistoric archaeological site indicators such as obsidian or chert flakes; grinding and mashing implements (such as groundstone, mortars, and pestles); bone; and discolored soils (which could contain lithics, bone, shell, and/or fire-affected rocks). The areas were also examined closely for evidence of historic period-site indicators such as glass and ceramic fragments; metal objects; milled and split lumber, and structure or feature remains such as building foundations, fence posts, and discrete trash deposits such as wells, privy pits, or dumps.

No cultural resources were identified as a result of the survey.

Assembly Bill 52

On January 11, 2021, the City mailed letters to all tribes who requested to be consulted on City projects under AB 52. Follow-up phone calls were made to these tribes on January 25, 2021. The tribes contacted are listed below:

- Amah Mutsun Tribal Band of Mission San Juan Bautista
- The Confederated Villages of Lisjan

- Guidiville Indian Rancheria
- Indian Canyon Mutsun Band of Costanoan
- Muwekma Ohlo North Valley Yokuts Tribene Indian Tribe of the SF Bay Area
- The Ohlone Indian Tribe
- Wilton Rancheria

On January 13, 2021, the Confederated Villages of Lisjan requested the NWIC cultural resource records search results and NAHC Sacred Lands File results. These results were sent to the Confederated Villages of Lisjan. After review of these materials, the Confederated Villages of Lisjan did not have any further comment on the proposed project but requested to be contacted should there be any inadvertent finds during project construction. On February 3, 2021, the Wilton Rancheria sent an email stating they had no concerns on this project but asked if an inadvertent discovery occurs during construction that the tribe be notified. The other tribes contacted either did not respond or did not have any concerns with the proposed project. An AB 52 correspondence record can be found in Appendix C.

Buried Site Sensitivity

Assessing the sensitivity for an area to contain buried archaeological sites takes into consideration the potential for the presence of buried cultural deposits by examining past use of a project location, factors that support human occupations such as access to resources and water, slope, and the underlying geomorphology of the area. This section summarizes the archaeological buried site sensitivity for the project site. Generally speaking, a large proportion of archaeological sites are located within 150 meters of a water source and on relatively flat ground. Portions of the project that exhibit these parameters have an increased potential to contain buried cultural resources and buried stable land surfaces that may have supported prehistoric and/or historic human use.

According to the Geologic Map of California (DOC 2015), the project site is underlain by marine and nonmarine (continental) sedimentary rocks dating to the Pleistocene characterized as older alluvium, lake, playa, and terrace deposits. The project site is composed of soils consisting of rincon clay loam, 2 to 9 percent slopes, MLRA 14 with a parent material of clayey alluvium derived from sedimentary rock (U.S. Department of Agriculture Natural Resources Conservation Service 2020). The closest water source to the project site is the Kirker Creek, which is 0.35 mile (1,855 feet) west of the project site. The geologic deposits predate human occupation of the project site and previous Caltrans geoarchaeological investigations identify the project site as having a very low sensitivity for buried cultural resources (Meyer and Rosenthal 2007).

3.5.3 Environmental Impact Analysis

This section discusses potential impacts on cultural resources associated with the proposed project and provides mitigation measures where necessary.

Impact CUL-1 Cause a substantial adverse change in the significance of a historical resource as identified in Section 15064.5?

Impact Analysis

An archival record search and literature review, AB 52 consultation, and pedestrian survey were performed as part of the cultural resources assessment for the proposed project. No historical resources were identified within the project site. However, subsurface construction activities associated with the proposed project could potentially damage or destroy a previously undiscovered historical resource. The proposed project would be required to implement Mitigation Measure CUL-1 in the event a previously undiscovered subsurface historical resource is found at the project site during construction. The implementation of Mitigation Measure CUL-1 would be in accordance with the standard inadvertent discovery procedures to reduce potential impacts to previously undiscovered subsurface historical resources. Therefore, with the implementation of Mitigation Measure CUL-1, potential impacts to undiscovered historical resources would be less than significant.

Level of Significance Before Mitigation

Potentially Significant Impact.

Mitigation Measures

MM CUL-1: **Cultural Materials Discovered During Construction.** If any cultural resource is encountered during ground disturbance or subsurface construction activities (e.g., trenching, grading), all construction activities within a 50-foot radius of the identified potential resource shall cease until a Secretary of the Interior-qualified archaeologist evaluates the item for its significance and records the item on the appropriate State Department of Parks and Recreation 523 series forms. All forms and associated reports would be submitted to the NWIC of the CHRIS. The archaeologist shall determine whether the resource requires further study. If, after the qualified archaeologist conducts appropriate technical analyses, the resource is determined to be eligible for listing on the CRHR as a unique archaeological resource as defined in PRC Section 15064.5, the archaeologist shall develop a plan for the treatment of the resource. The plan shall contain appropriate mitigation measures, including avoidance, preservation in place, data recovery excavation, or other appropriate measures outlined in PRC Section 21083.2.

Level of Significance After Mitigation

Less Than Significant Impact with Mitigation.

Impact CUL-2 Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Impact Analysis

An archival record search and literature review, AB 52 consultation, and pedestrian survey were performed as part of the cultural resources assessment for the proposed project. No archaeological resources were identified within the project site. The proposed project is therefore not anticipated to have an impact on any known or potential archeological resources. However, subsurface construction activities

associated with the proposed project could potentially damage or destroy previously undiscovered unique archaeological resources. The proposed project would be required to implement Mitigation Measure CUL-1 in the event previously undiscovered subsurface unique archaeological resources are found at the project site. The implementation of Mitigation Measure CUL-1 would be in accordance with the standard inadvertent discovery procedures to reduce potential impacts to previously undiscovered subsurface unique archaeological resources. Therefore, with the implementation of Mitigation Measure CUL-1, potential impacts to undiscovered archaeological resources would be less than significant.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures
Mitigation Measure CUL-1 is required.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact CUL-3 Disturb any human remains, including those interred outside of dedicated cemeteries?

Impact Analysis
There are no known human remains within the project site and no indications that the project site has been used for burial purposes in the past. Therefore, it is unlikely that human remains would be encountered during construction. However, ground disturbance and subsurface construction activities associated with the proposed project could potentially disturb previously undiscovered human burial sites. If previously undiscovered human burial sites are found on the project site, the proposed project would be required to implement Mitigation Measure CUL-2 in accordance with Section 7050.5 of the California Health and Safety Code and PRC 5097.98. Implementation of Mitigation Measure CUL-2 would require all work to stop within 50 feet of the remains and to contact the County Coroner and the appropriate City contact to evaluate the discovery. If the human remains are of Native American origin, the County Coroner must notify the NAHC within 24 hours of this identification. The NAHC would identify a Native American most likely descendant (MLD) to inspect the site and provide recommendations for the proper treatment of the remains within 48 hours. As such, implementation of Mitigation Measure CUL-2 would reduce impacts to a less than significant level.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures
MM CUL-2: **Human Burials Encountered During Construction.** If ground-disturbing activities uncover previously unknown human remains, Section 7050.5 of the California Health and Safety Code applies, and the following procedures shall be followed:

There shall be no further excavation or disturbance of the area where the human remains were found or within 50 feet of the find until the County Coroner and the appropriate City representative are contacted. Duly authorized representatives of the Coroner and the City

shall be permitted onto the project site and shall take all actions consistent with Health and Safety Code Section 7050.5 and Government Code Sections 5097.98, et seq. Excavation or disturbance of the area where the human remains were found or within 50 feet of the find shall not be permitted to re-commence until the Coroner determines that the remains are not subject to the provisions of law concerning investigation of the circumstances, manner, and cause of any death. If the Coroner determines that the remains are Native American, the Coroner shall contact the NAHC within 24 hours, and the NAHC shall identify the person or persons it believes to be the MLD of the deceased Native American. The 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 PRC Section 5097.98. If the MLD does not make recommendations within 48 hours, the landowner shall reinter the remains in an area of the property secure from further disturbance. If the landowner does not accept the MLD's recommendations, the owner or the MLD may request mediation by NAHC.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

3.6 ENERGY

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

3.6.1 Environmental Setting

PG&E provides electricity and natural gas service within the City. Upon buildout of the project site, electricity to the project site would be provided by PG&E. All electricity infrastructure would be located underground and would tie-in to existing infrastructure. Solar panels are proposed to be on the rooftop of the proposed building. It is expected that the proposed project would generate 40,296 kilowatt (kW)-hours (kWh) of on-site renewable energy on an annual basis. This is consistent with the applicant-provided information that the proposed project would include rooftop solar panels totaling approximately 2,232 square feet that would have a photovoltaic output of approximately 23.25 kW, or 22.08 kW at 95 percent inverter efficiency.

In February 2018, PG&E announced that it had reached California's 2020 renewable energy goal 3 years ahead of schedule, and now delivers nearly 80 percent of its electricity from GHG-free resources. Approximately 33 percent of PG&E's electricity came from renewable resources including solar, wind, geothermal, biomass, and small hydroelectric sources in 2017. Additionally, approximately 78.8 percent of PG&E's total electric power mix is from GHG-free sources including nuclear, large hydro, and renewable sources of energy (PG&E 2018).

3.6.2 Methodology

The energy requirements for the proposed project were determined using the construction and operational estimates generated from the Air Quality Analysis (refer to Appendix A). The calculation worksheets for diesel fuel consumption rates for off-road construction equipment and on-road vehicles are provided in Appendix A. Short-term construction energy consumption is discussed below.

Short-Term Construction

Off-Road Equipment

The proposed project is anticipated to be constructed during 2021 and 2022, breaking ground in April 2021 and planned to be completed by April 2022. Table 3.6-1 provides estimates of the project's construction fuel consumption from off-road construction equipment.

Table 3.6-1: Construction Off-Road Fuel Consumption

Project Component	Phase	Fuel Consumption (gallons)
Home 2 Suites Project Construction	Site Preparation	158.40
	Site Grading	280.90
	Building Construction	11,933.91
	Paving	325.39
	Architectural Coating	62.03
Total		**12,760.64**

Source: Appendix A

As shown in Table 3.6-1, construction activities associated with the proposed project would be estimated to consume 12,760.64 gallons of diesel fuel. There are no unusual project characteristics that would necessitate the use of construction equipment that would be less energy efficient than at comparable construction sites in other parts of the state. Therefore, it is expected that construction fuel consumption associated with the proposed project would not be any more inefficient, wasteful, or unnecessary than at other construction sites in the region.

On-Road Vehicles

On-road vehicles for construction workers, vendors, and haulers would require fuel for travel to and from the site during construction. Table 3.6-2 provides an estimate of the total on-road vehicle fuel usage during construction. There are no unusual project characteristics that would necessitate the use of construction equipment that would be less energy efficient than at comparable construction sites in other parts of the state. Therefore, it is expected that construction fuel consumption associated with the proposed project would not be any more inefficient, wasteful, or unnecessary than at other construction sites in the region.

Table 3.6-2: Construction On-Road Fuel Consumption

Project Component	Total Annual Fuel Consumption (gallons)
Home 2 Suites Project Construction	10,281
Total	**10,281**

Source: Appendix A

Long-Term Operations

Transportation Energy Demand

Table 3.6-3 provides an estimate of the daily and annual fuel consumed by vehicles traveling to and from the proposed project. These estimates were derived using the same assumptions used in the operational air quality analysis for the proposed project.

Table 3.6-3: Long-Term Operational Vehicle Fuel Consumption

Vehicle Type	Percent of Vehicle Trips	Daily VMT	Annual VMT	Average Fuel Economy (miles/gallon)[1]	Total Daily Fuel Consumption (gallons)	Total Annual Fuel Consumption (gallons)
Passenger Cars (LDA)	58.7%	1,566	571,735	31.13	50.3	18,367
Light Trucks and Medium Duty Vehicles (LDT1, LDT2, MDV)	34.4%	920	335,680	21.54	42.7	15,586
Light-Heavy to Heavy-Heavy Diesel Trucks (LHD1, LHD2, MHDT, HHDT)	5.6%	151	54,999	9.37	16.1	5,872
Motorcycles (MCY)	0.5%	14	5,268	36.81	0.4	143
Other (OBUS, UBUS, SBUS, MH)	0.7%	19	6,790	6.65	2.8	1,021
Total	**100%**	**2,670**	**974,474**	—	**112.3**	**40,990**

Notes:

Percent of Vehicle Trips and VMT provided by CalEEMod.

[1] Average fuel economy was derived from California Air Resource Board's EMission FACtor (EMFAC) data for Contra Costa County for the 2022 operational year and reflects fuel economy of overall fleet, not just new vehicles.

"Other" consists of buses and motor homes.

VMT = vehicle miles traveled

Source: Appendix A

As shown above, daily vehicular fuel consumption is estimated to be 112.3 gallons of both gasoline and diesel fuel. Annual consumption is estimated at 40,990 gallons.

In terms of land use planning decisions, the proposed project would constitute development within an established community and would not be opening a new geographical area for development such that it would draw mostly new trips or substantially lengthen existing trips. The proposed project would be well positioned to accommodate existing population and reduce vehicle miles traveled (VMT). For these reasons, it would be expected that vehicular fuel consumption associated with the proposed project would not be any more inefficient, wasteful, or unnecessary than for any other similar land use activities in the region.

Building Energy Demand

As shown in Tables 3.6-4 and 3.6-5, the proposed project is estimated to demand 495,501 kWh of electricity and 2,784,440 1,000-British Thermal Units (KBTU) of natural gas, respectively, on an annual basis.

Table 3.6-4: Long-Term Electricity Usage

Land Use	Size (ksf)	Title 24 Electricity Energy Intensity (kWh/size/ year)	Nontitle 24 Electricity Energy Intensity (kWh/size/ year)	Lighting Energy Intensity (kWh/size/ year)	Total Electricity Energy Demand (kWh/size/ year)	Total Electricity Demand (kWh/year)
Hotel	62.84	2.05	3.22	2.35	7.62	478,841
Parking Lot	47.60	0	0	0.35	350	16,660
Landscaping	27.50	0	0	0	0	0
Recreational Swimming Pool	1.00	0	0	0	0	0
Other Asphalt Surfaces	0.87	0	0	0	0	0
Total						**495,501**

Notes:

ksf = 1,000 square feet

kWh= kilowatt hour

Source: Appendix A

Table 3.6-5: Long-Term Natural Gas Usage

Land Use	Size (ksf)	Title 24 Natural Gas Energy Intensity (KBTU/size/year)	Nontitle 24 Natural Gas Energy Intensity (KBTU/size/year)	Total Natural Gas Energy Demand (KBTU/size/year)	Total Natural Gas Demand (KBTU/year)
Hotel	62.84	39.56	4.75	44,309.99	2,784,440
Parking Lot	47.60	0	0	0	0
Landscaping	27.50	0	0	0	0
Recreational Swimming Pool	1.00	0	0	0	0
Other Asphalt Surfaces	0.87	0	0	0	0
Total					**2,784,440**

Notes:

The proposed project could potentially include a variety of uses consistent with the development standards; however, the land use selections above were based on estimating the “worst-case” scenario demand for electricity.

ksf = 1,000 square feet

KBTU= 1,000 British Thermal Units

Source: Appendix A

3.6.3 Environmental Impact Analysis

This section discusses potential energy impacts associated with the proposed project and provides mitigation measures where necessary.

Impact EN-1	**Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?**

Impact Analysis

This impact addresses the energy consumption from both the short-term construction and long-term operations, which are discussed separately below.

Construction Energy Demand

As summarized in Tables 3.6-1 and 3.6-2, the proposed project would require 12,760.64 gallons of diesel fuel for construction off-road equipment and 10,281 gallons of gasoline and diesel for on-road vehicles during construction. There are no unusual project characteristics that would necessitate the use of construction equipment that would be less energy efficient than at comparable construction sites in other parts of the state. Therefore, it is expected that construction fuel consumption associated with the proposed project would not be any more inefficient, wasteful, or unnecessary than at other construction sites in the region, and as such, impacts would be less than significant.

Long-Term Energy Demand

Building Energy Demand

Buildings and infrastructure constructed pursuant to the proposed project would comply with the versions of California Code of Regulations Titles 20 and 24, including CALGreen, that are applicable at the time that building permits are issued. The proposed project is estimated to demand 495,501 kWh of electricity per year and 2,784,440 KBTU of natural gas per year. This would represent an increase in demand for electricity and natural gas.

It would be expected that building energy consumption associated with the proposed project would not be any more inefficient, wasteful, or unnecessary than for any other similar buildings in the region. Current state regulatory requirements for new building construction contained in the 2019 CALGreen and Title 24 standards would increase energy efficiency and reduce energy demand in comparison to existing commercial structures, and therefore would reduce actual environmental effects associated with energy use from the proposed project. Additionally, the CALGreen and Title 24 standards have increased efficiency standards through each update. Furthermore, solar panels are proposed to be on the rooftop of the proposed building that would generate 40,296 kWh of on-site renewable energy on an annual basis.

Therefore, while the proposed project would result in increased electricity and natural gas demand, the electricity and natural gas would be consumed more efficiently and would be typical of a hotel development. Compliance with future building code standards would result in increased energy efficiency.

Based on the above information, the proposed project would not result in the inefficient or wasteful consumption of electricity or natural gas, and impacts would be less than significant.

Transportation Energy Demands

The daily vehicular fuel consumption is estimated to be 112.3 gallons of gasoline and diesel fuel combined. Annual consumption is estimated at 40,990 gallons. The proposed project would constitute development within an established community and would not be opening a new geographical area for development such that it would draw mostly new trips or substantially lengthen existing trips. The proposed project would be well positioned to accommodate existing population and reduce VMT. For these reasons, it would be expected that vehicular fuel consumption associated with the proposed project would not be any more inefficient, wasteful, or unnecessary than for any other similar land use activities in the region, and impacts would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact EN-2 Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Impact Analysis
The proposed project would constitute development within an established community and would not be opening a new geographical area for development such that it would draw mostly new trips, or substantially lengthen existing trips. Due the project's location in an existing community, the proposed project would be well positioned to accommodate existing population and reduce VMT. The proposed project would comply with the versions of California Code of Regulations Titles 20 and 24, including CALGreen, that are applicable at the time that building permits are issued and with all applicable City measures. Additionally, solar panels are proposed to be on the rooftop of the proposed building that would generate 40,296 kWh of on-site renewable energy on an annual basis.

For the above reasons, the proposed project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency, and impacts would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

3.7 GEOLOGY AND SOILS

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:	☐	☒	☐	☐
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
ii) Strong seismic ground shaking?	☐	☒	☐	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☒	☐	☐
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☒	☐	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or offsite landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☒	☐	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☒	☐	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒

3.7.1 Environmental Setting

Regional Setting

Contra Costa County, like the San Francisco Bay Area as a whole, is located in one of the most seismically active regions in the United States. Major earthquakes have occurred in the vicinity of

Pittsburg in the past and can be expected to occur again in the near future (City of Pittsburg 2001). The topography of the Bay Area consists of north- to northwest-trending mountain ranges and intervening valleys that are characteristic of the Coast Range geomorphic province. The Coast Ranges consist of the Mendocino Range to the north of San Francisco Bay, the Santa Cruz Mountains west of the Bay, and the Diablo Range to the east of the Bay. The San Andreas Fault Zone lies to the west of the project site and represents a major boundary that separates Franciscan Complex rocks on the North American Plate from Salinian basement rocks of the Pacific Plate. The Coast Ranges represent northwest-southeast trending structural blocks comprised of a variety of basement lithologies that are juxtaposed by major geologic structures. The Coast Ranges-Sierran Block boundary zone lies to the east of the proposed project. The Coast Ranges ophiolites within the Franciscan Complex have been deformed by a series of thrust faults, most of which appear to be inactive (Appendix D).

Two potentially active faults showing evidence of movement within the last two million years in the City include Franklin and Antioch faults. The largest active fault in the region, the San Andreas Fault, is located about 40 miles west of Pittsburg (City of Pittsburg 2001).

The 1972 Alquist-Priolo Earthquake Fault Zoning Act requires the California Geological Survey to establish regulatory Earthquake Fault Zones around the surface ruptures of active faults to reduce the hazard of surface fault rupture to structures built for human occupancy. There are no Alquist-Priolo Earthquake Fault Zones in the project site (Appendix D). However, the fault activity map of California shows that there are faults around the site location. Among the four faults of Rio Vista, Davis, Greenville, and an un-named fault, the nearest fault to the site location is Rio Vista Fault, located 1.11 miles north of the project site. The Davis Fault is located 6.33 miles east of the project site, the Greenville Fault is located 7.28 miles southwest of the project site, and an un-named fault is 8.43 miles west of the project site (Appendix D). The Midland and Rio Vista faults are potentially active but have not demonstrated displacement for the last 700,000 years. Although the fault has displayed no movement within the historic past (last 200 years), an earthquake epicenter was located on this fault. There has been no recent evidence of surface faulting or tectonic creep along the Rio Vista Fault. A fault is considered active if it has ruptured within the last 11,000 years. The Davis Fault and Rio Vista Fault are Quaternary faults, which have undergone Quaternary displacement during the past 2 million years. The Clayton-Marsh Creek-Greenville Fault is a fault located in the eastern San Francisco Bay Area of California, in Alameda County and Contra Costa County. It is part of the somewhat parallel system of faults that are secondary to the San Andreas Fault. The 5.8 magnitude 1980 Livermore earthquake occurred on this fault. The fault creeps at a rate of at 2 mm/year. The predicted probability of a major earthquake on this fault within the next 30 years is relatively low, at 3 percent, compared to nearby faults such as the Hayward Fault (Appendix D).

Project Site Setting

The project site topography is flat with elevations ranging from 70-75 feet amsl. According to the Geotechnical Investigation Report prepared by Achievement Engineering Corp., the soil encountered at the project site is generally classified as low to medium plasticity clay. As part of the geotechnical investigation, two test borings were taken at the project site. The encountered soil is generally classified as clayey sand with gravel and low to medium plasticity clay. According to the state Map for Earthquakes,

the project site is not located within a liquefaction hazard zone. The project site and surrounding area are generally flat and not located in a landslide hazard zone.

3.7.2 Methodology

A Geotechnical Investigation Report was prepared for the proposed project by Achievement Engineering Corp. on May 4, 2020. The results of the geotechnical exploration report were reviewed to determine potential geology and soils impacts from the proposed project and are summarized herein. The Geotechnical Investigation Report is provided in Appendix D.

Paleontological Resources

To determine the potential for paleontological resources at the project site, the paleontological database at the University of California, Berkeley's Museum of Paleontology (UCMP) was consulted. The UCMP database search did not identify any paleontological resources within the project site (UCMP 2021). The City is underlain by alluvium, which consists mainly of unconsolidated gravel, sand, silt, and clay deposits. Such soil types are not considered unique geologic features and are common within the geographic area of the City. Furthermore, the General Plan does not note the existence of any unique geologic features within the City. Consequently, implementation of the proposed project would not be anticipated to have the potential to result in direct or indirect destruction of unique geologic features.

3.7.3 Environmental Impact Analysis

This section discusses potential impacts related to geology and soils associated with the proposed project and provides mitigation measures where necessary.

Impact GEO-1 Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

- **i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.**
- **ii) Strong seismic ground shaking?**
- **iii) Seismic-related ground failure, including liquefaction?**
- **iv) Landslides?**

Impact Analysis

i) Fault Rupture

There are no Alquist-Priolo Earthquake Fault Zones in the project site. The geotechnical investigation did not identify any mapped active or inactive faults crossing or projecting toward the project site (Appendix D). Therefore, the potential for damage to structures at the project site due to rupture of a known earthquake fault is low, and impacts would be less than significant.

ii) Ground Shaking

The project site is in a seismically active region, and earthquake-related ground shaking is expected to occur during the design life of the proposed project. According to the geotechnical investigation report prepared for the proposed project, the nearest faults to the project site include the Rio Vista Fault, which is located approximately 1.11 miles north of the project site, the Davis Fault is located 6.33 miles east of the project site, the Greenville Fault is located 7.28 miles southwest of the project site, and an un-named fault is 8.43 miles west of the project site (Appendix D). Construction of the proposed project would be required to conform to the latest edition of the California Building Code, which includes engineering standards appropriate to withstand anticipated ground accelerations at the project site. Conformance with the earthquake design parameters of the California Building Code would be subject to City review as part of the building permit review process. In addition, recommendations identified in the site-specific geotechnical investigation report would be incorporated into the proposed project as part of Mitigation Measure GEO-1. As such, compliance with the California Building Code and implementation of Mitigation Measure GEO-1 would reduce the risks from ground shaking to a less than significant level.

iii) Ground Failure, including Liquefaction

According to the geotechnical investigation report prepared for the proposed project and to the state Map for Earthquakes, the project site is not located within a liquefaction hazard zone (Appendix D). Construction of the proposed project would be required to conform to the latest edition of the California Building Code, which contains seismic building criteria and standards that are designed to reduce liquefaction risks to acceptable levels. The proposed project would also implement Mitigation Measure GEO-1 and incorporate the recommendations identified by the geotechnical investigation report into the project design. Therefore, with compliance with the California Building Code and implementation of Mitigation Measure GEO-1, impacts to ground failure would be less than significant.

iv) Landslides

The project site is flat with elevations ranging from 70-75 feet amsl. According to the geotechnical investigation report prepared for the proposed project, the project site and surrounding area are generally flat and not located in a landslide hazard zone. The project site would not be subject to seismically induced landslide hazards, and no impact would occur.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures

MM GEO-1: **Implement Geotechnical Design Recommendations.** Prior to issuance of grading permits, the applicant shall incorporate all design specifications and recommendations contained within the geotechnical investigation report into relevant project plans and specifications. These specifications pertain to but are not limited to expansive soils, building foundations, foundation drainage, and backfill of excavations. The project site

plans shall be submitted to the City and reviewed as part of the building permit review process.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact GEO-2 Result in substantial soil erosion or the loss of topsoil?

Impact Analysis
Construction activities associated with the proposed project include site clearing, grading, and construction of the hotel building on the 2.09-acre site. The estimated amount of earth movement during project construction would be 2,400 cubic yards, which would be balanced onsite. The proposed project is not expected to export soil offsite or import soil onsite during construction. These activities could expose unprotected soils to stormwater runoff, causing erosion and loss of topsoil. Projects that disturb 1 acre or more of soils during construction are required to comply with the National Pollutant Discharge Elimination System (NPDES) permitting program and implement a Stormwater Pollution Prevention Plan (SWPPP) that identifies BMPs to control the discharge of sediment and other pollutants during construction. As described in Section 3.10, Hydrology and Water Quality, the proposed project would implement a SWPPP and associated BMPs as part of Mitigation Measure HYD-1 to reduce erosion impacts. Therefore, soil erosion impacts associated with construction impacts would be less than significant with implementation of Mitigation Measure HYD-1.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures
Mitigation Measure HYD-1 is required.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact GEO-3 Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or offsite landslide, lateral spreading, subsidence, liquefaction, or collapse?

Impact Analysis
During the geotechnical investigation, two soil borings were taken at the project site, which encountered generally dense, dry to damp, brown to red to light brown clay with sand at approximately 5 feet below ground surface (bgs); followed by dry to damp, hard, light brown clay at approximately 25 feet bgs. Groundwater was not encountered at the project (Appendix D). The project site and surrounding area are relatively flat and not located in an area subject to seismically induced landslide hazards. Additionally, according to the geotechnical investigation report prepared for the proposed project and to the state Map for Earthquakes, the project site is not located within a liquefaction hazard zone (Appendix D). The proposed project would be required to comply with the latest edition of the California Building Code and implement the recommendations identified in the site-specific geotechnical investigation report.

Specifically, the recommendations identified in the geotechnical investigation report pertaining to the type of fill materials, foundation design, and general construction activities would be implemented into the proposed project as part of Mitigation Measure GEO-1 to reduce project impacts related to unstable soils to less-than-significant.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures
Mitigation Measure GEO-1 is required.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact GEO-4 Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Impact Analysis
The project site is mostly comprised of low to medium plasticity clay, and therefore, expansive soils are potentially present on the project site (Appendix D). The proposed project would be required to comply with the latest edition of the California Building Code and implement the recommendations identified in the geotechnical investigation report. The geotechnical investigation report recommends that the presence of expansive soils be confirmed during the foundation excavation. Additionally, the geotechnical investigation report includes recommendations pertaining to the type of fill materials, foundation design, and general construction activities for the project. The proposed project would be required to implement Mitigation Measure GEO-1 and incorporate the recommendations identified in the geotechnical investigation report. As such, compliance with the requirements of the California Building Code and implementation of Mitigation Measure GEO-1 would reduce impacts related to expansive soils to a less than significant level.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures
Mitigation Measure GEO-1 is required.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact GEO-5 Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

Impact Analysis
The proposed project would connect directly to the City's municipal sewer system and would not require the construction of septic tanks or any other alternative wastewater disposal system. Therefore, no impact would occur.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact GEO-6 Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Impact Analysis
The UCMP database search did not identify any paleontological resources within the project site (UCMP 2021). The City is underlain by alluvium, which consists mainly of unconsolidated gravel, sand, silt, and clay deposits. Such soil types are not considered unique geologic features and are common within the geographic area of the City. Furthermore, the General Plan does not note the existence of any unique geologic features within the City. Consequently, implementation of the proposed project would not be anticipated to have the potential to result in direct or indirect destruction of unique geologic features. No impact would occur.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

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3.8 GREENHOUSE GASES

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

3.8.1 Environmental Setting

The issue of combating climate change and reducing GHG emissions has been the subject of State legislation (AB 32 and Senate Bill [SB] 375). The Governor's Office of Planning and Research has adopted changes to CEQA Guidelines and the environmental checklist, which is used for Initial Studies such as this one. The changes to the checklist, which were approved in 2010, are incorporated above in the two questions related to a project's GHG impact.

Greenhouse Gases

GHG and climate change are cumulative global issues. The CARB and CalEPA regulate GHG emissions within the State of California and the U.S., respectively. While the CARB has the primary regulatory responsibility within California for GHG emissions, local agencies can also adopt policies for GHG emission reduction.

Many chemical compounds in the Earth's atmosphere act as GHGs as they absorb and emit radiation within the thermal infrared range. When radiation from the sun reaches the Earth's surface, some of it is reflected into the atmosphere as infrared radiation (heat). GHGs absorb this infrared radiation and trap the heat in the atmosphere. Over time, the amount of energy from the sun to the Earth's surface should be approximately equal to the amount of energy radiated back into space, leaving the temperature of the Earth's surface roughly constant. Many gases exhibit these "greenhouse" properties. Some of them occur in nature (water vapor, carbon dioxide [CO_2], methane [CH_4], and nitrous oxide [N_2O]), while others are exclusively human made (like gases used for aerosols).

The principal climate change gases resulting from human activity that enter and accumulate in the atmosphere are listed below.

Carbon Dioxide

CO_2 enters the atmosphere through the burning of fossil fuels (oil, natural gas, and coal), solid waste, trees and wood products, and chemical reactions (e.g., the manufacture of cement). CO_2 is also removed from the atmosphere (or "sequestered") when it is absorbed by plants as part of the biological carbon cycle.

Methane

CH_4 is emitted during the production and transport of coal, natural gas, and oil. CH_4 emissions also result from livestock and agricultural practices and the decay of organic waste in municipal solid waste landfills.

Nitrous Oxides

N_2O oxides are emitted during agricultural and industrial activities, as well as during combustion of fossil fuels and solid waste.

Fluorinated Gases

Hydrofluorocarbons, perfluorinated chemicals, and sulfur hexafluoride are synthetic, powerful climate-change gases that are emitted from a variety of industrial processes. Fluorinated gases are often used as substitutes for ozone-depleting substances (i.e., chlorofluorocarbons, hydrochlorofluorocarbons, and halons). These gases are typically emitted in smaller quantities, but because they are potent climate-change gases, they are sometimes referred to as high global warming potential gases.

Emissions Inventories and Trends

According to the CARB's recent GHG inventory for the state, released 2019, California produced 424 million metric tons of CO_2e ($MMTCO_2e$) in 2017 (CARB 2019). The major source of GHGs in California is transportation, contributing approximately 40.1 percent of the state's total GHG emissions in 2017.

California uses the annual statewide GHG emission inventory to track progress toward meeting statewide GHG targets. In 2018, emissions from routine GHG emitting activities statewide were 425 $MMTCO_2e$, 0.8 MMTCO2e higher than 2017 levels. This puts total emissions at 6 $MMTCO_2e$ below the 2020 target of 431 million metric tons (CARB 2020). California statewide GHG emissions dropped below the 2020 GHG limit in 2016 and have remained below the 2020 GHG limit since then.

Potential Environmental Impacts

For California, climate change in the form of warming has the potential to incur and exacerbate environmental impacts, including but not limited to changes to precipitation and runoff patterns, increased agricultural demand for water, inundation of low-lying coastal areas by sea-level rise, and increased incidents and severity of wildfire events (Moser et al. 2009). Cooling of the climate may have the opposite effects. Although certain environmental effects are widely accepted to be a potential hazard to certain locations, such as rising sea level for low-lying coastal areas, it is currently infeasible to predict all environmental effects of climate change on any one location.

Emissions of GHGs contributing to global climate change are attributable in large part to human activities associated with the industrial and manufacturing, utility, transportation, residential, and agricultural sectors. Therefore, the cumulative global emissions of GHGs contributing to global climate change can be attributed to every nation, region, and city, and virtually every individual on Earth. A project's GHG emissions are at a micro-scale relative to global emissions but could result in a cumulatively considerable incremental contribution to a significant cumulative macro-scale impact.

Regulatory Requirements

California has adopted statewide legislation addressing various aspects of climate change and GHG emissions mitigation. Much of this legislation establishes a broad framework for the state's long-term GHG reduction and climate change adaptation program. The governor has also issued several executive orders (EOs) related to the state's evolving climate change policy. Of particular importance are AB 32 and SB 32, which outline the state's GHG reduction goals of achieving 1990 emissions levels by 2020 and a 40 percent reduction below 1990 emissions levels by 2030.

In the absence of federal regulations, control of GHGs is generally regulated at the state level and is typically approached by setting emission reduction targets for existing sources of GHGs, setting policies to promote renewable energy and increase energy efficiency, and developing statewide action plans. The following are relevant General Plan goals and policies from the City of Pittsburg General Plan that would have co-benefits related to GHGs (City of Pittsburg 2001):

- **Goal 9-G-11**. Reduce the number of motor vehicle trips and emissions accounted to Pittsburg residents and encourage land use and transportation strategies that promote use of alternatives to the automobile for transportation, including bicycling, bus transit, and carpooling.
- **Policy 9-P-29.** Cooperate with the BAAQMD to achieve emissions reductions for ozone and its precursor, PM_{10}.

The City's plans include city-wide goals and strategies, but not a project-specific threshold for determining the significance of GHG emissions.

3.8.2 Methodology

Construction and operational emissions were estimated using CalEEMod version 2016.3.2. The model output and detailed assumptions are provided in Appendix A.

Thresholds

BAAQMD provides multiple options for project-level GHG thresholds in its 2017 CEQA Guidelines. BAAQMD does not presently provide a construction-related GHG generation threshold but recommends that construction-generated GHGs be quantified and disclosed. BAAQMD also recommends that lead agencies (in this case, the City of Pittsburg) make a determination on the level of significance of construction-generated GHG emissions in relation to meeting AB 32 GHG reduction goals. The lead

agency is also encouraged to incorporate BMPs to reduce GHG emissions during project construction, as feasible and applicable.

The proposed project is located within the BAAQMD; therefore, the BAAQMD thresholds are the most appropriate to use for the project. The thresholds suggested by BAAQMD for project-level operational GHG generation are as follows:

- Compliance with a qualified Greenhouse Gas Reduction Strategy, or
- 1,100 metric tons (MT) of CO_2e ($MTCO_2e$) per year, or
- 4.6 $MTCO_2e$ per service population (employees plus residents) per year.

BAAQMD's CEQA Guidelines state that if annual emissions of GHG exceed the thresholds, the project would result in a cumulatively considerable significant impact to global climate change. Therefore, if the project is less than any one of the thresholds identified above, then the project would result in a less than significant cumulative impact to global climate change.

It should be noted that the BAAQMD's thresholds of significance were established based on meeting the 2020 GHG targets presented in the AB 32 Scoping Plan. Although BAAQMD does not have an adopted threshold for 2030, BAAQMD is currently recommending evaluation of GHG significance based on 2030 GHG targets established in SB 32. For developments that would occur beyond 2020, the quantitative thresholds can be adjusted to determine a "substantial progress" threshold based on the SB 32 2030 GHG reduction goals.

The BAAQMD has determined that projects with operational emissions equal to or less than 1,100 $MTCO_2e$/year or 4.6 $MTCO_2e$/service population/year would comply with the emission reductions target of 1990 levels by 2020 set forth by AB 32. SB 32 requires that by 2030, statewide emissions be reduced by 40 percent beyond the 2020 reduction target set by AB 32; therefore, in the absence of specific guidance from BAAQMD or the CARB, the City assumes that in order to meet the reduction targets of SB 32, a proposed project would be required to reduce emissions by an additional 40 percent beyond the emissions reductions currently required by BAAQMD for compliance with AB 32.

Assuming a 40 percent reduction from current BAAQMD targets would be in compliance with SB 32, a proposed project would be in compliance with SB 32 if the project's emissions did not exceed the following thresholds:

- 660 $MTCO_2e$ per year, or
- 2.76 $MTCO_2e$ per service population (employees plus residents).

3.8.3 Environmental Impact Analysis

This section discusses potential GHG impacts associated with the proposed project and provides mitigation measures where necessary.

Impact GHG-1 Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Impact Analysis

The proposed project may contribute to climate change impacts through its contribution of GHGs. The proposed project would generate a variety of GHGs during construction, including several defined by AB 32, such as CO_2, CH_4, and N_2O from the exhaust of equipment, construction hauling trips, and worker commuter trips.

Constructions Emission Inventory

Construction emissions would be generated from the exhaust of equipment and the exhaust of construction equipment and material delivery trips and worker commuter trips. Detailed construction assumptions are provided in Appendix A. The BAAQMD does not presently provide a construction-related GHG generation threshold but recommends that construction-generated GHGs be quantified and disclosed. $MTCO_2e$ emissions during construction of the proposed project are presented in Table 3.8-1.

Table 3.8-1: Construction Greenhouse Gas Emissions

Construction (2021-2022)	$MTCO_2e$
Project Construction (2021)	282
Project Construction (2022)	99
Total Construction $MTCO_2e$	**381**
Emissions Amortized Over 30 Years[1]	**13**

Notes:
$MTCO_2e$ = metric tons of carbon dioxide equivalent
[1] Construction GHG emissions are amortized over the 30-year lifetime of the project.
Source: CalEEMod Output (Appendix A).

During the construction of the proposed project, approximately 381 $MTCO_2e$ would be emitted. Neither the City of Pittsburg nor the BAAQMD have adopted threshold of significance for construction-related GHG emissions. Because impacts from construction activities occur over a relatively short-term period, they contribute a relatively small portion of the overall lifetime project GHG emissions. In addition, GHG emission reduction measures for construction equipment are relatively limited. Therefore, a standard practice is to amortize construction emissions over the anticipated lifetime of a project, so that GHG reduction measures will address construction GHG emissions as part of the operational GHG reduction strategies. In the absence of a construction emission threshold and to evaluate construction-related GHG emissions, the total emissions generated during construction were amortized based on the life of the development (30 years) and added to the operational emissions to determine the total emissions from the project. Total project emissions are provided below.

Operational Emission Inventory

Operational or long-term emissions occur over the life of the project. The operational emissions for the proposed project are shown in Table 3.8-2. Sources for operational emissions include the following:

- **Motor Vehicles:** These emissions refer to GHG emissions contained in the exhaust from the cars and trucks that would travel to and from the project site.
- **Natural Gas:** These emissions refer to the GHG emissions that occur when natural gas is burned on the project site. Natural gas uses include heating water, space heating, dryers, stoves, or other uses.
- **Indirect Electricity:** These emissions refer to those generated by offsite power plants to supply electricity required for the proposed project.
- **Water Transport:** These emissions refer to those generated by the electricity required to transport and treat the water to be used on the project site.
- **Waste:** These emissions refer to the GHG emissions produced by decomposing waste generated by the proposed project. These include waste removed from car interiors during the cleaning process; waste generated in the restrooms; and waste generated from the operations of the facility.

The CalEEMod default assumptions were used for each of these sources of emissions except where applicant usage estimates exceeded the CalEEMod default value. Detailed modeling results and more information regarding assumptions used to estimate emissions are provided in Appendix A. The operational emissions are shown in Table 3.8-2.

Table 3.8-2: Operational Greenhouse Gas Emissions at Project Buildout

Source Category	$MTCO_2e$
Area	<1
Energy Consumption	193
Mobile	384
Solid Waste Generation	35
Water Usage	15
Amortized Construction Emissions[1]	13
Total	***639***
Applicable Operational Threshold ($MTCO_2e$/year) [2]	**1,012**
Significant Impact?	**No**

Notes:

$MTCO_2e$ = metric tons of carbon dioxide equivalent

BAAQMD = Bay Area Air Quality Management District

[1] Construction GHG emissions are amortized over the 30-year lifetime of the project.

[2] Value was calculated using the standard equation for linear interpolation between the data points for 2020 and 2030. An appropriate value was determined for the year 2022 based on interpolation of known data. Specifically, the known data points assumed were the threshold of 1,100 $MTCO_2e$/year in the 2020 operational year and the adjusted threshold of 660 in the 2030 operational year.

Source: CalEEMod Output (Appendix A).

During operation of the proposed project, approximately 626 $MTCO_2e$ would be emitted during the first year. As shown in Table 3-8.2, the project is estimated to result in 639 $MTCO_2e$ per year in the earliest

operational year, after including amortizing construction emissions. Estimated operational emissions would not exceed the applicable significance threshold; therefore, impacts would be less than significant.

Post-2020 Emissions Impact

Given the recent legislative attention and case law regarding post-2020 goals and the scientific evidence that additional GHG reductions are needed through 2050 to stabilize CO_2 concentrations, the Association of Environmental Professionals' (AEP) Climate Change Committee (2015) recommended in its Beyond 2020: The Challenges of Greenhouse Gas Reduction Planning by Local Governments in California (AEP 2015) white paper that CEQA analyses for most land use development projects can continue to rely on current thresholds for the immediate future, but that long-term projects should consider, "post-2020 emissions consistent with 'substantial progress' along a post-2020 reduction trajectory toward meeting the 2050 target." The Beyond 2020 white paper further recommends that the "significance determination… should be based on consistency with 'substantial progress' along a post-2020 trajectory."

The BAAQMD has developed a bright-line threshold of 1,100 $MTCO_2e$ for determining whether projects would generate significant GHG emissions. While it is understood that this threshold was developed for projects operational prior to 2020, the BAAQMD has not yet updated their GHG significance thresholds past this date. The total GHG emissions generated by the proposed project would be 639 $MTCO_2e$ per year (see Table 3.8-2 above) and would not exceed the BAAQMD AB 32 threshold of 1,100 $MTCO_2e$/year. Many California air quality management districts are currently updating their GHG thresholds to meet GHG reduction goals pursuant to 2050 targets; therefore, in the absence of Beyond 2020 thresholds, consistency with 'substantial progress' along a post-2020 trajectory was used as a significance determination for the proposed project. The bright-line threshold of significance (1,100 $MTCO_2e$/year) was adjusted to a substantial progress threshold that was calculated based on the GHG reduction goals of SB 32/EO B-30-15. An adjusted bright-line threshold of 660 $MTCO_2e$/year in the 2030 operational year is estimated to be needed to meet the 2030 target based (Table 3.8-3). The estimated total net annual GHG emissions generated by the proposed project in the year 2030 were compared with the applicable threshold of 660 $MTCO_2e$/service population/year.

Table 3.8-3: Operational Greenhouse Gas Emissions in the 2030 Operational Year

Source Category	$MTCO_2e$
Area	<1
Energy Consumption	189
Mobile	306
Solid Waste Generation	35
Water Usage	14
Amortized Construction Emissions[1]	13
Total	***557***
Applicable Operational Threshold ($MTCO_2e$ /year)[2]	**660**
Significant Impact?	**No**

Notes:

$MTCO_2e$ = metric tons of carbon dioxide equivalent

BAAQMD = Bay Area Air Quality Management District

GHG = Greenhouse Gas

[1] Construction GHG emissions are amortized over the 30-year lifetime of the project.

[2] The applicable threshold was adjusted to reflect post-2020 GHG emissions reduction targets. This was accomplished by reducing the current threshold by 40 percent to account for 2017 Scoping Plan Update 40 percent reduction goal by 2030.

Source: CalEEMod Output (Appendix A).

Due to being below the significance threshold adjusted to reflect post-2020 GHG emissions reduction targets, the proposed project would be assumed to meet or fall below trajectory, and impacts would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact GHG-2 Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Impact Analysis
The City of Pittsburg is currently in the process of developing a Climate Action Plan (CAP), which will help develop solutions and outline City programs to reduce the City's carbon footprint. The City currently has a Climate Action Page that documents their efforts in promoting climate action. The categories of climate action identified include energy efficiency, renewable energy, transport alternatives, fuel efficiency, resource conservation, and adaption strategies (City of Pittsburg 2018). Although implementation of the proposed actions outlined in the CAP would reduce the community's reliance on carbon-based energy sources, the plan has no mandatory provisions that would apply to the proposed project.

The State of California has adopted regulations that apply to the proposed project that would help the City achieve its reduction goal. The proposed project would be subject to Title 24 energy efficiency standards. Energy efficient buildings require less electricity; therefore, increased energy efficiency reduces fossil fuel consumption and decreases GHG emissions. The proposed project would comply with the California Green Building Standards Code, which includes requirements to increase recycling, reduce waste, reduce water use, increase bicycle use, and other measures that would reduce GHG emissions. Motor vehicle emissions associated with the proposed project would be reduced through compliance with State regulations on fuel efficiency and fuel carbon content. The regulations include the Pavley fuel efficiency standards that require manufacturers to meet increasing stringent fuel mileage rates for vehicles sold in California and the Low Carbon Fuel Standard that requires reductions in the average carbon content of motor vehicle fuels. Emissions related to electricity consumption by the proposed project would be reduced as the electric utility complies with the Renewables Portfolio Standard, which requires utilities to increase its mix of renewable energy sources to 50 percent by 2030. In 2018, SB 100 was signed into

law, which again increases the Renewables Portfolio Standard to 60 percent by 2030 and requires all the state's electricity to come from carbon-free resources by 2045 (California Public Utilities Commission 2021). The proposed project would not conflict with the City's CAP or regulations adopted by the State of California to reduce GHG emissions; therefore, impacts would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

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3.9 HAZARDS AND HAZARDOUS MATERIALS

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☒	☐	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?	☐	☐	☒	☐
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to *Government Code Section 65962.5* and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☒	☐

3.9.1 Environmental Setting

Hazardous materials, as defined by the CCR, are substances with certain physical properties that could pose a substantial present or future hazard to human health or the environment when improperly handled, disposed of, or otherwise managed. Hazardous materials are grouped into the following four categories, based on their properties:

- **Toxic:** Causes human health effects

- **Ignitable:** Has the ability to burn
- **Corrosive:** Causes severe burns or damage to materials
- **Reactive:** Causes explosions or generates toxic gases

Hazardous waste is any hazardous material that is discarded, abandoned, or slated to be recycled. The criteria that define a material as hazardous also define a waste as hazardous. If improperly handled, hazardous materials and hazardous waste can result in public health hazards if released into the soil or groundwater or through airborne releases in vapors, fumes, or dust.

California Government Code Section 65962.5 requires the California Environmental Protection Agency (CalEPA) to compile, maintain, and update specified lists of hazardous material release sites. The required lists of hazardous material release sites are commonly referred to as the "Cortese List," which are contained on internet websites, including the online EnviroStor database from the Department of Toxic Substances Control (DTSC) and the online GeoTracker database from the State Water Resources Control Board (SWRCB). These two databases include hazardous material release sites along with other categories of sites or facilities specific to each agency's jurisdiction. At the time of this document, the proposed project site is not listed on these databases (SWRCB 2021, DTSC 2021).

The closest public airport is the Buchanan Field Airport, approximately 10 miles west of the project site. Travis Airforce Base is located approximately 16 miles north of the project site. The closest private airport is the helipad at the Kaiser Permanente Antioch Medical Center located approximately 6.5 miles southeast from the project site. According to the California Department of Forestry and Fire Protection (CALFIRE), the City is not located in a local or state fire hazard severity zone (CALFIRE 2020).

The closest school to the project site is Martin Luther King, Jr. Junior High School, which lies approximately 0.20 mile north and across SR 4 from the project site.

3.9.2 Methodology

The following analysis is based on a review of documents pertaining to the project site, including the General Plan, and online regulatory compliance databases.

3.9.3 Environmental Impact Analysis

This section discusses potential impacts related to hazards and hazardous materials associated with the proposed project and provides mitigation measures where necessary.

Impact HAZ-1 Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Impact Analysis

The proposed project would involve the development of a four-story hotel with 115 guest rooms and other onsite guest amenity areas such as an outdoor swimming pool, fitness room, guest laundry room, and dining/community gathering room. During the construction phase, limited amounts of hazardous materials

would be used, including standard construction materials such as concrete, paints, solvents, and heavy construction equipment that would contain diesel fuels and oils. The project contractor would be required to comply with all applicable federal, state, and local laws related to the transport, use, or disposal of hazardous materials, as overseen by the CalEPA and DTSC. Hazardous materials used during operation of the proposed hotel would be similar to those commonly found in residential and office uses such as cleaning products, paints, oils, and pesticides for landscaping maintenance activities. These common household hazardous materials would be used in limited quantities and would not create a substantial hazard to the public or the environment. Therefore, impacts related to the routine transport, use, and disposal of hazardous materials during project construction and operation would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact HAZ-2 Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Impact Analysis
The proposed project involves the development of a four-story hotel. The project site is vacant, and therefore, the proposed project would not include any activities associated with the demolition of structures prior to the 1980s, which would pose a hazard regarding asbestos-containing materials or lead-based paints. As discussed in Impact HAZ-1, project construction and operation activities would involve limited use of common hazardous materials, including paints, solvents, fuels, oils, cleaners, and pesticides. The use of these substances is not expected to create a significant hazard to the public or the environment through reasonably foreseeable upset or accident. The proposed project would be required to comply with applicable federal, state, and local laws pertaining to the safe handling, storage, and transport of hazardous materials. In addition, during construction activities, the applicant would be required to implement a SWPPP to prevent contaminated runoff from leaving the project site. The implementation of the SWPPP would be incorporated into the proposed project as Mitigation Measure HYD-1. Therefore, impacts related to the release of hazardous materials into the environment would be less than significant with the implementation of Mitigation Measure HYD-1.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures
Mitigation Measure HYD-1 is required.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact HAZ-3 Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?

Impact Analysis
Martin Luther King, Jr. Junior High School is located approximately 0.20 mile north of the proposed project site. The proposed project, however, does not involve the development of a use that would emit hazardous materials, substances, or waste during operation. The use of heavy equipment and activities involving hazardous materials would be limited to the construction phase and confined to construction areas and within existing roadways. Additionally, the project site is located across SR 4 from Martin Luther King, Jr. Junior High School. The use of hazardous materials would also be regulated by health and safety requirements under federal, state, and local laws, including handling, storage, and disposal of the materials, as well as emergency spill response. As such, the proposed project would have a less than significant impact related to the emission or handling of hazardous materials near a school.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact HAZ-4 Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Impact Analysis
The project site is not included on a list of hazardous materials sites pursuant to Government Code Section 65962.5 (DTSC 2021). The proposed project would not create a significant hazard to the public or the environment, and no impact would occur.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact HAZ-5 For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

Impact Analysis
The project site is not located within 2 miles of a public airport or public use airport. The nearest airport is the Buchanan Field Airport, approximately 10 miles west of the project site. Travis Airforce Base is approximately 16 miles north of the project site and the project site is not located within the Travis Air Force Base Land Use Compatibility Plan (Solano County 2015). The closest private airport is the helipad at the Kaiser Permanente Antioch Medical Center located approximately 6.5 miles southeast from the project site. As such, the proposed project would not result in a safety hazard for people residing or working in the project site, and impacts would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact HAZ-6 Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Impact Analysis
The proposed project would not involve permanent modification of existing roadways. Construction equipment and materials would be stored within the project site. Construction activities are anticipated to be confined to the project site, and no road closures or detours are anticipated. Therefore, project construction and operation activities would not interfere with an emergency evacuation or response plan, and impacts would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact HAZ-7 Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Impact Analysis

The project site is in an urbanized developed area with industrial, commercial, and residential uses. High hazard areas are just south of the City and include outlying residential parcels and open lands adjacent to residential areas. Based on review of Fire Hazard Severity Zone maps developed by CALFIRE, the project site is not within or near a state responsibility area and does not contain lands classified as very high fire hazard severity zones (CALFIRE 2020). The proposed project would be required to comply with the safety development standards of the General Plan, which require conformance with the Building Code and all applicable federal and state regulations (City of Pittsburg 2001). Additionally, all work related to improvements and project grading would be subject to the Municipal Code, including the Building Code and Fire Code. As such, the proposed project is not expected to be exposed to risks associated with wildland fires, and impacts would be less than significant.

Level of Significance Before Mitigation

Less Than Significant Impact.

Mitigation Measures

No mitigation is necessary.

Level of Significance After Mitigation

Less Than Significant Impact.

3.10 HYDROLOGY AND WATER QUALITY

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	☐	☒	☐	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) Result in substantial erosion or siltation on- or offsite;	☐	☒	☐	☐
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☒	☐
iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff	☐	☒	☐	☐
iv) Impede or redirect flood flows	☐	☐	☐	☒
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☒	☐	☐

3.10.1 Environmental Setting

Climate and Precipitation

The project site is within a Mediterranean climate characterized by hot, dry summers and moderate winters, with average annual temperatures ranging from 46 to 75°F. Precipitation in the study area occurs as rain. Average annual rainfall is 11.2 inches and occurs primarily from October through April.

Watershed and Regional Drainage

A watershed is the geographic area draining into a river system, ocean, or other body of water through a single outlet and includes the receiving waters. The project site is located in the Suisun Bay watershed (USGS 2020). More specifically, it lies within the Kirker Creek-Frontal Suisun Bay Estuaries (California Water Indicators Portal 2020). In general, the creeks flow from the hills south of Pittsburg to the north and ultimately drain into the Suisun Bay, located north of the project site. The existing drainage system in Pittsburg is comprised primarily of channelized creeks fed by groundwater, surface runoff, and underground storm drains. Kirker Creek is located about 0.25 mile northwest of the project site. Because the proposed project would disturb 1 acre or more of soils during construction, the project would be required to comply with the NPDES permitting program and implement a SWPPP that identifies BMPs to control the discharge of sediment and other pollutants during construction.

Groundwater

The City primarily overlies the Pittsburg Plain Groundwater Basin (Basin), which is located along the southern shore of Suisun Bay. The Basin is bounded by Suisun Bay to the north, the Tracy Subbasin to the east, and the Clayton Valley Groundwater Basin to the west, and includes the overlying City of Pittsburg and Bay Point census-defined place.

The Basin consists of mild sloping alluvial plains ranging from sea level to 100 feet amsl. The primary water-bearing units of the Basin are alluvium deposits ranging from Pleistocene to Recent in age. Characterization of the Basin hydrogeologic setting is limited to the area around the City. Aquifer units beneath the City consist of north-dipping sand and gravel material under confined to semi-confined conditions. To the south, a deeper zone, where most of the Basin groundwater production occurs, is close to the ground surface and appears to interbed with the sandy clay surface layer. Recharge to the deeper zone is interpreted to occur in the hills along the southern portion of the Basin where the primary aquifer units outcrop at the land surface. Groundwater flow appears to be generally to the north-northeast toward the Suisun Bay, which defines the northern border of the Basin (City of Pittsburg 2012).

Water Quality

Water quality refers to the chemical, biological, and physical characteristics of water. The water quality within a watershed is influenced by surrounding land uses, geographic features, rainfall intensity, vehicle traffic, and percentage of impervious surfaces. During the seasonal dry period between May to September, pollutants such as vehicle exhaust, oil and gasoline spills, and atmospheric fallout accumulate within the watershed. During the seasonal wet period between October to April, precipitation

can displace these pollutants into stormwater runoff and increase pollutant concentrations at the beginning of the season.

Water quality within the Basin is highly variable with average total dissolved solids concentrations between 600 and 1,200 milligrams per liter (mg/L). Average chloride concentrations in the deeper zone are between about 115 and 250 mg/L and average nitrate concentrations are between 1 and 3 mg/L. Manganese levels encountered in the City's production wells exceed the state secondary Maximum Constituent Level of 0.050 mg/L. Groundwater pumped from the City's wells is blended with surface water from the Contra Costa Canal and then treated at the City's Water Treatment Plant (WTP). Water delivered to customers meets all requirements set by the California Department of Public Health (City of Pittsburg 2012).

Flooding

Flood hazard zones are identified on official Flood Insurance Rate Maps issued by the Federal Emergency Management Agency (FEMA). The project site is designated as Zone X. Zone X is defined as areas outside of the 100-year and 500-year floodplain zone that also have a 0.2-percent probability of flooding in a given year (FEMA 2021). According to the FEMA maps, the area north and west of the project site near Kirker Creek is mapped as Zone A, which is considered to be within a 100-year floodplain.

Seiches, Dam Inundation, and Tsunamis

Seiches are standing waves oscillating in a landlocked body of water, typically caused by strong winds or seismic ground shaking. Tsunamis are tidal waves created by undersea fault movement. These waves are fast moving, create large swells of water, and upon reaching the coast can sweep inland with a large amount of force. According to the General Plan, portions of the City located adjacent to Suisun Bay are susceptible to potential tsunami or seiche inundation. However, projected wave height and tsunami run-up is expected to be small in the interior portions of the San Francisco Bay. Some coastal inundation and damage could occur if a tsunami or seiche coincided with very high tides or an extreme storm (City of Pittsburg 2001).

A dam can pose a potential risk of failure particularly during seismic events or ground shaking, which can threaten the area below the dam with inundation. The City is not in the line of any flooding from dam or reservoir inundation (City of Pittsburg 2017).

3.10.2 Methodology

The evaluation of potential hydrologic and water quality impacts was based on a review of the General Plan. Mapping tools provided by FEMA were also reviewed. The information obtained from these sources are summarized to establish existing conditions and to identify potential environmental effects. In determining the level of significance, the analysis assumes that the proposed project would comply with relevant federal, state, and local ordinances and regulations.

3.10.3 Environmental Impact Analysis

This section discusses potential impacts related to hydrology and water quality associated with the proposed project and provides mitigation measures where necessary.

Impact HYD-1 Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?

Impact Analysis

Construction activities would include site clearing, grading, utility connections, building construction, frontage improvements (e.g., sidewalk and driveway construction), and landscaping onsite. Construction activities would involve grading of the entire project site and the permanent disturbance of the 2-acre site. These activities have the potential to generate stormwater runoff and to discharge pollutants, such as fuel, solvents, oil, paints, and trash, into the City's storm drain system. The proposed project would comply with the NPDES General Construction Permit. The NPDES General Construction Permit includes the preparation of a SWPPP and incorporation of BMPs to control sedimentation, erosion, and hazardous materials from contacting stormwater, with the intent of keeping all products of erosion from moving offsite into receiving waters. The SWPPP and applicable BMPs have been incorporated into Mitigation Measure HYD-1 to reduce potential water quality impacts to a less than significant level. The proposed project would comply with the provisions of Chapter 15.88 of the Municipal Code, Grading, Erosion, and Sediment Control and Chapter 13.28, Stormwater Management and Discharge Control. The Municipal Code Chapter 13.28.090 implements the requirements of the individual NPDES permit, under the regulatory authority of the San Francisco Bay RWQCB, to reduce pollutants in stormwater discharges.

The proposed project would change the vacant project site to a hotel land use. The proposed project would create 69,400 square feet of impervious surface at the project site. This increase in impervious surface at the project site would alter the type and level of pollutants in stormwater runoff from the project site. Stormwater runoff from building rooftops, parking lot areas, sidewalks, access roads, and landscaped areas would potentially contain oils, grease, fuels, byproducts of combustion, pesticides, fertilizers, and herbicides.

To control stormwater runoff, the proposed project would include the installation of a storm drain that would eventually connect to the existing storm drain along Loveridge Road. The proposed project would also include approximately 27,500 square feet of pervious surface, consisting of landscaping and a bioretention basin, along the project site boundary. Stormwater facilities would be designed to mitigate stormwater flow to pre-project levels. Stormwater generated at the project site would be directed and treated in the landscaped areas and the bioretention basin. As such, the proposed project would comply with Chapter 13.28.090 of the Municipal Code and would incorporate BMPs to prevent, control, and reduce the volume of pollutants in stormwater runoff. The proposed drainage system improvements would be designed and constructed in accordance with the City's Standard Specifications and General Plan. As such, operation of the proposed project would have a less than significant impact related to water quality degradation.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures

MM HYD-1: **Prepare and Implement a SWPPP.** Prior to the issuance of any construction-related permits, the applicant shall prepare and submit a Notice of Intent to the SWRCB and prepare a SWPPP in compliance with the NPDES General Construction Permit. The SWPPP shall include a detailed, site-specific listing of the potential sources of stormwater pollution; pollution prevention measures (erosion and sediment control measures and measures to control non-stormwater discharges and hazardous spills); description of the type and location of erosion and sediment control BMPs to be implemented at the project site; and a BMP monitoring and maintenance schedule to determine the amount of pollutants leaving the project site. A copy of the SWPPP must be current and remain onsite. Water quality BMPs identified in the SWPPP could include but are not limited to the following:

- Surface water runoff shall be controlled by directing flowing water away from critical areas and by reducing runoff velocity. Diversion structures, such as terraces, dikes, and ditches, shall collect and direct runoff water around vulnerable areas to prepared drainage outlets.
- Surface roughening, berms, check dams, hay bales, or similar devices shall be used to reduce runoff velocity and erosion.
- Sediment shall be contained when conditions are too extreme for treatment by surface protection. Temporary sediment traps, filter fabric fences, inlet protectors, vegetative filters and buffers, or settling basins shall be used to detain runoff water long enough for sediment particles to settle out. Construction materials, including topsoil and chemicals, shall be stored, covered, and isolated to prevent runoff losses and contamination of groundwater.
- Topsoil removed during construction shall be carefully stored and treated as an important resource. Berms shall be placed around topsoil stockpiles to prevent runoff during storm events.
- Fuel and vehicle maintenance areas shall be established away from all drainage courses, and these areas shall be designed to control runoff.
- Temporary erosion control measures, such as silt fences, staked straw bales, and temporary revegetation, shall be employed for disturbed areas. No disturbed surfaces would be left without erosion control measures in place during the winter and spring months.
- A spill prevention and countermeasure plan shall be developed to identify proper storage, collection, and disposal measures for potential pollutants (such as fuel,

fertilizers, pesticides, etc.) used onsite. The plan would also require the proper storage, handling, use, and disposal of petroleum products.

- Construction activities shall be scheduled to reduce land disturbance during peak runoff periods and to the immediate area required for construction. Soil conservation practices shall be completed during the fall or late winter to reduce erosion during spring runoff. Existing vegetation would be retained where possible. To the extent feasible, grading activities shall be limited to the immediate area required for construction.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact HYD-2 Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Impact Analysis
Pittsburg obtains raw water from the Contra Costa Water District (CCWD), through the Central Valley Project (CVP). The primary source of water for residents of the CCWD is the Sacramento-San Joaquin Delta. CCWD has a contract with the U.S. Bureau of Reclamation (USBR) for 195,000 acre-feet (AF) per year (AFY) of CVP water. The City also supplements its CCWD water supply with two wells that extract groundwater from the Pittsburg Plain Groundwater Basin.

As part of the geotechnical investigation, two soil borings were taken at the project site. At approximately 0-5 feet below ground, the soil borings encountered generally dry to damp, light brown clayey sand with gravel and damp, brown to red lean clay with sand, which was followed by dry to damp brown lean clay and hard, damp, brown to red lean clay with sand with sand at approximately 5-15 feet below ground. Groundwater was not encountered at the project site to the depth of 25 feet below ground (Appendix D). Therefore, no dewatering or excavation activities would be required as part of the proposed project that would affect existing groundwater or decrease groundwater supplies.

The proposed project would create 69,400 square feet of impervious surface at the project site, which would potentially impact groundwater because areas currently available for the infiltration of rainfall would be reduced. The proposed project would incorporate 27,500 square feet of pervious surface at the project site consisting of landscape planters and a bioretention basin along the project boundaries, which exceeds the Municipal Code requirements. In addition, the drainage system improvements would be designed and constructed in accordance with the City's Standard Specifications and General Plan. Therefore, the proposed project would not substantially interfere with local groundwater recharge. Impacts would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact HYD-3 Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

- **i) Result in substantial erosion or siltation on- or offsite;**
- **ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;**
- **iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff;**
- **iv) Impede or redirect flood flows**

Impact Analysis

i) Result in substantial erosion or siltation on- or offsite

Construction of the proposed project would include ground-disturbing work that would involve grading of the entire project site, and the permanent disturbance of the 2.09-acre site. As a result, construction activities could result in erosion-related impacts. The proposed project would implement Mitigation Measure HYD-1, including preparation of a SWPPP in accordance with the NPDES General Construction Permit. The SWPPP would include BMPs, which would be implemented during construction activities to reduce the potential of erosion.

The proposed project would change the existing vacant project site to a hotel land use. As a result, the proposed project would potentially alter the existing drainage pattern from the increase in impervious surface. In addition to the installation of a storm drain, the proposed project would install 27,500 square feet of pervious surface consisting of landscape planters and a bioretention basin. These features would collect impervious surface runoff prior to entering the piped storm drain system and would provide treatment, retention, and/or detention at the project site to reduce the volume of stormwater runoff and erosion impacts. Therefore, with implementation of Mitigation Measure HYD-1, the proposed project would not result in substantial erosion on- or off-site, and impacts would be less than significant.

ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite

The proposed project would change the existing vacant project site to a hotel land use. As a result, the proposed project would create 69,400 square feet of impervious surface at the project site. The impervious surface at the project site would increase the amount of stormwater runoff from the project site. The proposed project would include post-construction stormwater control BMPs and low-impact

development measures to control stormwater runoff in compliance with the Chapter 15 of the Municipal Code. The City of Pittsburg is also part of the Contra Costa Clean Water Program (Contra Costa Permittees) and is subject to Municipal Regional Stormwater NPDES Permit No. CAS612008. The City is also subject to Chapter 13.28 of the Municipal Code, Stormwater Management and Discharge Control, which is intended to protect and enhance the water quality in the City of Pittsburg's watercourses pursuant to, and consistent with, the Porter-Cologne Water Quality Control Act and the Federal Clean Water Act. Every application for a development project is required to create and implement a stormwater control plan that meets the criteria of the Contra Costa Clean Water Program Stormwater Section C.3 Guidebook. Therefore, the proposed project would install a storm drain and eventually connect to the existing storm drain along Loveridge Road. The proposed project would also include approximately 27,500 square feet of pervious surface consisting of landscaping and a bioretention basin along the project site boundary. Stormwater at the project site would be diverted to the landscaped areas and a bioretention basin, which would control the volume of stormwater at the project site to reduce the potential for flooding. Therefore, the proposed project would not result in on- or offsite flooding, and the impact would be less than significant.

iii) Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff

As described above, construction activities would have the potential to generate stormwater runoff and to discharge pollutants, such as fuel, solvents, oil, paints, and trash, into the City's storm drain system. In addition, the increase in impervious surface resulting from project implementation would alter the type and level of pollutants in stormwater runoff from the project site. During construction activities, the proposed project would conform to the requirements of the NPDES General Construction Permit, which involves the preparation and implementation of a SWPPP. The SWPPP would specify BMPs to incorporate during construction to prevent, control, and reduce polluted runoff from entering the City's storm drain system and waterways. Implementation of these BMPs would be part of Mitigation Measure HYD-1.

As required by Chapter 13.28 of the Municipal Code, urban stormwater quality management and discharge control requirements would be implemented as part of the proposed project. In addition, stormwater generated at the project site would be directed and treated in the landscaped areas and the bioretention basin prior to entering the piped storm drain system. The proposed storm drainage improvements would be designed and constructed in accordance with the City's Storm Drain Standard Specifications. Therefore, stormwater generated by the proposed project would not exceed the capacity of existing or planned stormwater drainage systems, and impacts would be less than significant with Mitigation Measure HYD-1 incorporated.

iv) Impede or redirect flood flows

The project site is designated as Zone X. Zone X is defined as areas outside of the 100-year and 500-year floodplain zone that have a 0.2-percent probability of flooding in a given year (FEMA 2021). The project is not located within a dam inundation zone; therefore, the proposed project would not impede or redirect flood flows, and there would be no impact.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures
Mitigation Measure HYD-1 is required.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact HYD-4 In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Impact Analysis
The project site would not be susceptible to seiche, tsunami, or mudflow. Seiches affect locations adjacent to larger water bodies such as lakes or reservoirs; the project site is not located near any such water body. The project site is located more than 40 miles from the Pacific Ocean and 2 miles from Suisun Bay, substantially reducing the potential for impacts from tsunamis. The project site is also located within FEMA Flood Zone X and is not located within a 100-year and 500-year flood zone. As a result, there would be no impact.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact HYD-5 Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Impact Analysis
As a result of AB 3030, the California Water Code (CWC) Section 10750 et seq. provides local agencies with the authority to adopt and implement groundwater management plans. Therefore, on May 7, 2012, and in accordance with the requirements of the CWC, the City Council adopted a resolution of intent to prepare a groundwater management plan. The primary objective of the Pittsburg Plain Groundwater Basin Management Plan is to provide a long-term strategy to maintain the quality, reliability, and sustainability of groundwater resources within the Basin. Groundwater conditions in the Basin are considered favorable at current utilization. Pittsburg obtains raw water from the CCWD, through the CVP. The primary source of water for residents of the CCWD is the Sacramento-San Joaquin Delta. CCWD has a contract with the USBR for 195,000 AFY of CVP water. The City also supplements its CCWD water supply with two wells that extract groundwater from the Pittsburg Plain Groundwater Basin. Therefore, the project would not conflict with or obstruct implementation of the plan.

The proposed project is required to comply with the policies and objectives of the RWQCB's Water Quality Control Plan for the San Francisco Bay Basin. As discussed, the proposed project would be required to implement Mitigation Measure HYD-1 and obtain coverage under the NPDES Construction General Permit requiring preparation of a SWPPP. The SWPPP would be implemented during construction and would incorporate BMPs that meet the requirements of the San Francisco Bay RWQCB's Water Quality Control Plan to reduce potential impacts to water quality. Therefore, the proposed project would not conflict with or obstruct implementation of the Water Quality Control Plan for the San Francisco Bay RWQCB, and impacts would be less than significant with implementation of Mitigation Measure HYD-1.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures
Mitigation Measure HYD-1 is required.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

3.11 LAND USE AND PLANNING

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community?	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

3.11.1 Environmental Setting

The proposed project is located in southeast Pittsburg near the intersection of SR 4 and Loveridge Road in the Loveridge Planning Subarea. The proposed project site is bound by an industrial facility and SR 4 to the north, Loveridge Road to the east, E Leland Road to the south, and high-density residential apartments and industrial land uses to the west.

The proposed project would be located in the Loveridge Planning Subarea. The proposed project would be located on 2.09-acre vacant lot with a to be determined APN. The project site is designated Business Commercial by the General Plan and is within the City's Industrial Park zoning district. The proposed project is seeking entitlements for General Plan amendment from land use designation Business Commercial to Community Commercial. The proposed project is seeking rezone from Industrial Park to Community Commercial. The project site is surrounded by the following land uses:

- **North.** Industrial land uses are located north of the project site, beyond which lies SR 4, which runs east/west.
- **South.** South of the project site is commercial development and high-density residential apartments, followed by E Leland Road.
- **West.** West of the project is high-density residential apartments and industrial land uses, followed by Dias Circle and Piedmont Way.
- **East.** Loveridge Road is directly east of the project, followed by commercial development.

The Loveridge Planning Subarea is described in the General Plan as a majority of large industrial uses and vacant sites adjacent to the Loveridge Road/SR 4 interchange. A variety of land uses line E Leland Road, including a community commercial center, business commercial complex, service commercial node, and several multi-family housing developments.

3.11.2 Methodology

The evaluation of potential land use impacts was based on a review of applicable land use documents, including the General Plan and the Municipal Code. This analysis examined the consistency of the proposed project with applicable General Plan policies.

3.11.3 Environmental Impact Analysis

This section discusses potential impacts related to land use and planning associated with the proposed project and provides mitigation measures where necessary.

Impact LU-1 Physically divide an established community?

Impact Analysis
Development of the proposed project would occur within the Loveridge Planning Subarea. As described, the project site is vacant and is bordered by mostly industrial, commercial, and residential uses and roadways. The proposed project would involve development of a hotel that includes up to 115 guest rooms and other onsite guest amenities, including a fitness room, dining/community gathering area, outdoor pool, guest laundry, and employee office. The proposed project also includes 122 onsite surface parking spaces, approximately 27,500 square feet of landscaping, and installation of utilities. The proposed project would be located on 2.09-acre vacant lot with a to be determined APN. Therefore, the proposed subdivision would not physically alter an established community. In addition, the proposed project would be accommodated by existing roadways, would not require construction of new roadways for access to the project site, and would not preclude access to adjacent developments. The General Plan establishes land use and infrastructure policies regarding future planned development contemplated within the plan area such as the proposed project. The proposed project would be consistent with the surrounding development and with the proposed Community Commercial land use designation. Therefore, the proposed project would not physically divide an established community; no impact would occur.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact LU-2	**Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?**

Impact Analysis

General Plan and Zoning Consistency

The project site is designated Business Commercial by the General Plan and is within the City's Industrial Park zoning district.

The project site is located in the Loveridge Planning Subarea. The goals for this planning subarea in the General Plan include supporting the development and expansion of regionally oriented commercial activities within this area and maintaining industrial activities in appropriate, designated areas.

The proposed project is seeking entitlements for General Plan amendment from land use designation Business Commercial to Community Commercial. Hotels are a consistent use within the Community Commercial land use designation. Community Commercial is described in the General Plan (City of Pittsburg 2001) as follows:

> *Community Commercial. Intended to provide sites for retail shopping areas (primarily in shopping centers) containing a wide variety of businesses, including retail stores, eating and drinking establishments, commercial recreation, service stations, automobile sales and repair services, financial, business and personal services, motels, educational and social services. The Zoning Ordinance may limit certain commercial areas to neighborhood stores or non-automotive establishments.*

The proposed project is seeking rezone from Industrial Park to Community Commercial. Community Commercial is described in the City Zoning Code (City of Pittsburg 2019) as follows:

> *Community Commercial District (CC). To provide for commercial centers and individual structures on sites that are located within reasonable distance of high densities of residences or that are served by local and regional transportation and transit systems. These sites typically host a wide variety of local- and regional-serving commercial establishments, including businesses selling home furnishings, apparel, durable goods, and specialty items. Support facilities such as personal services, entertainment, eating-and-drinking establishments and institutional uses are also allowed, subject to certain limitations to avoid adverse effects on adjacent uses.*

Hotels are an allowed use in Community Commercial zones according to the City Zoning Code with a CUP required overlay district as part of the rezone to allow for increased FAR.

Table 3.11-1 discusses the proposed project's consistency with the City's Zoning development standards for Community Commercial zoning. As shown in the table, the proposed project would meet the required setbacks, height limits, and FAR.

Table 3.11-1: City of Pittsburg Community Commercial Zoning Property Development Regulations Consistency Analysis

Project Features	Proposed Project	Community Commercial Zoning	Consistent
Maximum Height (feet)	52'1"	60'	Yes
Minimum lot area (square feet)	91,040 square feet	5,000 square feet	Yes
Maximum lot coverage	17%	50%	Yes
Maximum FAR	69%	0.5 FAR	Yes (will require overlay district with rezone to allow for increased FAR CUP)
Minimum site landscaping	30%	10%	Yes
Front Setbacks	15	15 feet	Yes
Side setbacks	10	10 feet (if adjacent to an R or residential PD district)	Yes
Rear	10	10 feet (if adjacent to an R or residential PD district)	Yes

Notes:
FAR = floor area ratio
CUP = Conditional Use Permit

No significant impacts would occur to adjacent land uses. The project design would be reviewed during the City's design review process in accordance with Section 18.52.100 of the City Zoning Code to ensure that it is compatible with surrounding development. The proposed project would be consistent with the development standards established by the City Zoning Code.

Therefore, the proposed project would comply with the City Zoning Code and General Plan. As such, the proposed project would not conflict with the General Plan or zoning ordinance and this impact would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

3.12 MINERAL RESOURCES

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒

3.12.1 Environmental Setting

Historically, Black Diamond coal deposits are located in the southeastern portions of the City, and past mining records indicate that by 1890, more than 85 percent of the total reserve in the Black Diamond region had been mined (City of Pittsburg 2001). According to the General Plan, there are currently no significant mineral deposits or active mining operations in the City. The hills south of the City limits may contain mineral deposits, though their significance is not known (City of Pittsburg 2001). The proposed project is not located in an area that is known to contain mineral resources.

3.12.2 Methodology

The following analysis is based on a review of the General Plan and the California DOC Division of Mine Reclamation mineral lands classification maps (DOC 2020).

3.12.3 Environmental Impact Analysis

This section discusses potential impacts on mineral resources associated with the proposed project and provides mitigation measures where necessary.

Impact MIN-1 Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?

Impact Analysis

The project site is currently vacant and within an urbanized area. Based on review of the DOC Mineral Lands Classification map of Aggregate Resources, the project site is not identified within an area containing mineral deposits (DOC 2020). No mineral extraction activities exist on or the near the site, and mineral extraction is not included as part of the proposed project. The project site is within the City's Industrial Park zoning district. The proposed project is seeking rezone from Industrial Park to Community Commercial. Hotels are an allowed use in Community Commercial zones according to the City Zoning Code with a CUP required overlay district as part of the rezone to allow for increased FAR. Neither zoning

designation allows mineral extraction uses. The proposed project would not result in the loss of availability of a known mineral resource, and no impact would occur.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact MIN-2	**Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?**

Impact Analysis
The project site is not identified in the General Plan or by the DOC Division of Mine Reclamation as containing valuable mineral resources. Therefore, the proposed project would not result in the loss of availability of a locally important mineral resource recovery site, and no impact would occur.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

3.13 NOISE

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☒	☐	☐
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☒	☐	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

3.13.1 Environmental Setting

Noise Fundamentals and Terminology

Noise is generally defined as unwanted sound that annoys or disturbs people and potentially causes an adverse psychological or physiological effect on human health. Because noise is an environmental pollutant that can interfere with human activities, evaluation of noise is necessary when considering the environmental impacts of a proposed project.

Sound is mechanical energy (vibration) transmitted by pressure waves over a medium such as air or water. Sound is characterized by various parameters that include the rate of oscillation of sound waves (frequency), the speed of propagation, and the pressure level or energy content (amplitude). In particular, the sound pressure level is the most common descriptor used to characterize the loudness of an existing sound level.

Although the decibel (dB) scale, a logarithmic scale, is used to quantify sound intensity, it does not accurately describe how sound intensity is perceived by human hearing. The perceived loudness of sound is dependent upon many factors, including sound pressure level and frequency content. The human ear is not equally sensitive to all frequencies in the entire spectrum, so noise measurements are weighted more heavily for frequencies to which humans are sensitive in a process called A-weighting, written as dBA and referred to as A-weighted decibels. There is a strong correlation between A-weighted sound levels and community response to noise. For this reason, the A-weighted sound level has become the standard tool of environmental noise assessment. Table 3.13-1 summarizes typical A-weighted sound levels for different common noise sources.

Table 3.13-1: Typical A-Weighted Sound Levels

Common Outdoor Activities	Noise Level (dBA)	Common Indoor Activities
	-110-	Rock band
Jet flyover at 1,000 Feet		
	-100-	
Gas lawnmower at 3 Feet		
	-90-	
Diesel truck at 50 Feet at 50 MPH		Food blender at 3 Feet
Noisy urban area, daytime	-80-	Garbage Disposal at 3 Feet
Gas lawnmower, 100 Feet		
Commercial area	-70-	Vacuum Cleaner at 10 Feet
Heavy traffic at 300 Feet		Normal Speech at 3 Feet
	-60-	
Quiet urban daytime		Large business office
	-50-	Dishwasher in next room
Quiet urban nighttime		
Quiet suburban nighttime	-40-	Theater, large conference room (Background)
Quiet rural nighttime	-30-	
		Library
	-20-	Bedroom at night, concert hall (Background)
	-10-	
		Broadcast/recording studio
	-0-	

Source: Caltrans 2013

Different types of measurements are used to characterize the time-varying nature of sound. These measurements include the equivalent sound level (Leq), the minimum and maximum sound levels (Lmin and Lmax), percentile-exceeded sound levels (such as L10, L20), the day-night sound level (Ldn), and the community noise equivalent level (CNEL). Ldn and CNEL values often differ by less than 1 dB. As a matter of practice, Ldn and CNEL values are considered to be equivalent and are treated as such in this assessment. Table 3.13-2 defines sound measurements and other terminology used in this report.

Table 3.13-2: Definition of Sound Measurements

Sound Measurements	Definition
Decibel (dB)	A unitless measure of sound on a logarithmic scale, which indicates the squared ratio of sound pressure amplitude to a reference sound pressure amplitude. The reference pressure is 20 micro-pascals.
A-Weighted Decibel (dB(A))	An overall frequency-weighted sound level in decibels that approximates the frequency response of the human ear.
Maximum Sound Level (Lmax)	The maximum sound level measured during the measurement period.
Minimum Sound Level (Lmin)	The minimum sound level measured during the measurement period.

Sound Measurements	Definition
Equivalent Sound Level (Leq)	The equivalent steady state sound level that in a stated period of time would contain the same acoustical energy.
Percentile-Exceeded Sound Level (Lxx)	The sound level exceeded xx % of a specific time period. L10 is the sound level exceeded 10% of the time. L90 is the sound level exceeded 90% of the time. L90 is often considered to be representative of the background noise level in a given area.
Day-Night Level (Ldn)	The energy average of the A-weighted sound levels occurring during a 24-hour period, with 10 dB added to the A-weighted sound levels occurring during the period from 10:00 p.m. to 7:00 a.m.
Community Noise Equivalent Level (CNEL)	The energy average of the A-weighted sound levels occurring during a 24-hour period with 5 dB added to the A-weighted sound levels occurring during the period from 7:00 p.m. to 10:00 p.m. and 10 dB added to the A-weighted sound levels occurring during the period from 10:00 p.m. to 7:00 a.m.
Peak Particle Velocity (PPV)	A measurement of ground vibration defined as the maximum speed (measured in inches per second) at which a particle in the ground is moving relative to its inactive state. PPV is usually expressed in inches/second.
Frequency: Hertz (Hz)	The number of complete pressure fluctuations per second above and below atmospheric pressure.

Source: Federal Highway Administration Construction Noise Handbook 2006

With respect to how humans perceive and react to changes in noise levels, a 1 dB(A) increase is imperceptible, a 3 dB(A) increase is barely perceptible, a 5 dB(A) increase is clearly noticeable, and a 10 dB(A) increase is subjectively perceived as approximately twice as loud. These subjective reactions to changes in noise levels were developed on the basis of test subjects' reactions to changes in the levels of steady-state pure tones or broadband noise and to changes in levels of a given noise source. These statistical indicators are thought to be most applicable to noise levels in the range of 50 to 70 dB(A), as this is the usual range of voice and interior noise levels. Numbers of agencies and municipalities have developed or adopted noise level standards, consistent with these and other similar studies to help prevent annoyance and to protect against the degradation of the existing noise environment.

For a point source such as a stationary compressor or construction equipment, sound attenuates based on geometry at a rate of 6 dB per doubling of distance. For a line source such as free-flowing traffic on a freeway, sound attenuates at a rate of 3 dB per doubling of distance. Atmospheric conditions including wind, temperature gradients, and humidity can change how sound propagates over distance and can affect the level of sound received at a given location. The degree to which the ground surface absorbs acoustical energy also affects sound propagation. Sound that travels over an acoustically absorptive surface, such as grass, attenuates at a slightly greater rate than sound that travels over a hard surface, such as pavement. The increased attenuation is typically in the range of 1-2 dB per doubling of distance. Barriers, such as buildings and topography that block the line of sight between a source and receiver, also increase the attenuation of sound over distance.

Decibel Addition

Because decibels are logarithmic units, sound pressure levels cannot be added or subtracted through ordinary arithmetic. On the dB scale, a doubling of sound energy corresponds to a 3-dB increase. In other words, when two identical sources are each producing sound of the same loudness, their combined sound level at a given distance would be 3 dB higher than one source under the same conditions. For example, if one source produces a sound pressure level of 70 dB(A), two identical sources would combine to produce 73 dB(A). The cumulative sound level of any number of sources can be determined using decibel addition.

Vibration Standards

Vibration is like noise such that vibration involves a source, a transmission path, and a receiver. While related to noise, vibration differs in that noise is generally considered to be pressure waves transmitted through air, whereas vibration usually consists of the excitation of a structure or surface. As with noise, vibration consists of an amplitude and frequency. A person's perception to vibration depends on their individual sensitivity to vibration, as well as the amplitude and frequency of the source and the response of the system that is vibrating.

Vibration can be measured in terms of acceleration, velocity, or displacement. A common practice is to monitor vibration in terms of peak particle velocity in inches per second (PPV). Standards pertaining to perception as well as damage to structures have been developed for vibration levels defined in terms of PPV.

Human and structural response to different vibration levels is influenced by a number of factors, including ground type, distance between source and receptor, duration, and the number of perceived vibration events. Table 3.13-3 notes the general threshold at which human annoyance could occur is 0.1 PPV for continuous/frequent sources. Table 3.13-4 indicates the threshold for damage to typical residential and commercial structures ranges from 0.3 to 0.5 PPV for continuous/frequent sources.

Table 3.13-3: Guideline Vibration Annoyance Potential Criteria

Human Response	Maximum PPV (in/sec)	
	Transient Sources	Continuous/Frequent Sources
Barely perceptible	0.035	0.012
Distinctly perceptible	0.24	0.035
Strongly perceptible	0.90	0.10
Severe	2.0	0.40

Notes: Transient sources create a single isolated vibration event, such as blasting or drop balls. Continuous/frequent intermittent sources include impact pile drivers, pogo-stick compactors, crack-and-seal equipment, vibratory pile drivers, and vibratory compaction equipment.
Source: Caltrans 2020b

Table 3.13-4: Guideline Vibration Damage Potential Criteria

Structure and Condition	Maximum PPV (in/sec)	
	Transient Sources	Continuous/Frequent Sources
Extremely fragile historic buildings, ruins, ancient monuments	0.12	0.08
Fragile buildings	0.30	0.12
Historic and some old buildings	0.50	0.20
Older residential structure	0.70	0.30
New residential structures	1.2	0.50
Modern industrial/commercial buildings	2.0	0.50

Notes: Transient sources again create a single isolated vibration event, such as blasting or drop balls. Continuous/frequent intermittent sources include impact pile drivers, pogo-stick compactors, crack-and-seal equipment, vibratory pile drivers, and vibratory compaction equipment.
Source: Caltrans 2020b

The operation of heavy construction equipment, particularly pile driving and other impact devices, such as pavement breakers, create seismic waves that radiate along the surface of the ground and downward into the earth. These surface waves can be felt as ground vibration. Vibration from the operation of this equipment can result in effects ranging from annoyance of people to damage of structures. Varying geology and distance will result in different vibration levels containing different frequencies and displacements. In all cases, vibration amplitudes will decrease with increasing distance. Perceptible groundborne vibration is generally limited to areas within a few hundred feet of construction activities.

Table 7-4 “Vibration Source Levels for Construction Equipment” in the 2018 Federal Transit Administration (FTA) Transit Noise and Vibration Impact Assessment Manual (FTA Report No. 0123 September 2018) lists vibration source levels for the construction equipment most likely to generate high levels of ground vibration. The equipment listed in the FTA table includes impact and sonic pile drivers, clam shovel drops, hydromills, vibratory rollers, hoe rams, large and small bulldozers, caisson drilling, loaded trucks, and jackhammers. Table 3.13-5 below summarizes typical reference vibration levels generated by select construction equipment proposed for this project.

Table 3.13-5: Vibration Source Levels for Construction Equipment

Equipment	PPV at 25 Feet
Vibratory roller	0.210
Large bulldozer	0.089
Loaded trucks	0.076
Small bulldozer	0.003

Notes: PPV = peak particle velocity
Source: Federal Transit Administration Transit Noise and Vibration Impact Assessment Manual, September 2018

Vibration amplitude attenuates over distance and is a complex function of how energy is imparted into the ground and the soil conditions through which the vibration is traveling. Equation 7-2 in the FTA 2018

Transit Noise and Vibration Impact Assessment Manual can be used to estimate the vibration level at a given distance for typical soil conditions. “PPVref” is the reference PPV from Table 3.13-5 and “Distance” is the distance between the source and the receptor: PPV = PPVref x (25/Distance)^1.5.

Noise Regulatory Framework

Federal, state, and local agencies regulate different aspects of environmental noise. Generally, the federal government sets standards for transportation-related noise sources closely linked to interstate commerce, including aircraft, locomotives, and trucks. No federal noise standards are directly applicable to this project. The state government sets standards for transportation noise sources such as automobiles, light trucks, and motorcycles. Noise sources associated with industrial, commercial, and construction activities are generally subject to local control through noise ordinances and general plan policies. Local general plans identify general principles intended to guide and influence development plans.

State Regulations

California Building Code

Part 2, Title 24 of the California Code of Regulations California Noise Insulation Standards establishes minimum noise insulation standards to protect persons within new hotels, motels, dormitories, long-term care facilities, apartment houses, and dwellings other than single-family residences. Under Section 1207.11 “Exterior Sound Transmission Control,” interior noise levels attributable to exterior noise sources cannot exceed 45 Ldn in any habitable room. Where such residences are located in an environment where exterior noise is 60 Ldn or greater, an acoustical analysis is required to ensure interior levels do not exceed the 45 Ldn interior standard. If the interior allowable noise levels are met by requiring that windows be kept closed, the design for the building must also specify a ventilation or air conditioning system to provide a habitable interior environment.

California Green Building Standards

The CalGreen code establishes interior noise insulation standards for non-residential occupied buildings. The CalGreen code also applies to occupied non-guestroom spaces within a hotel, such as meeting rooms, offices, etc. CalGreen Section 5.507 “Environmental Comfort”, states the following:

5.507.4.1 Exterior noise transmission. Wall and roof-ceiling assemblies exposed to the noise source making up the building or addition envelope or altered envelope shall meet a composite STC rating of at least 50 or a composite OITC rating of no less than 40, with exterior windows of a minimum STC of 40 or OITC of 30 in the following locations:

1. *Within the 65 CNEL noise contour of an airport*

Exceptions:

1. *Ldn or CNEL for military airports shall be determined by the facility Air Installation Compatible Land Use Zone (AICUZ) plan.*

2. *Ldn or CNEL for other airports and heliports for which a land use plan that has not been developed shall be determined by the local general plan noise element.*

3. *Within the 65 CNEL or Ldn noise contour of a freeway or expressway, railroad, industrial source or fixed-guideway notice source as determined by the Noise Element of the General Plan.*

5.507.4.1.1 Noise exposure where noise contours are not readily available. Buildings exposed to a noise level of 65 dB Leq-1-hr during any hour of operation shall have building, addition or alteration exterior wall and roof-ceiling assemblies exposed to the noise source meeting a composite STC rating of at least 45 (or OITC 35), with exterior windows of a minimum STC of 40 (or OITC 30).

5.507.4.2 Performance method. For buildings located as defined in Section 5.507.4.1 or 5.507.4.1.1, wall and roof-ceiling assemblies exposed to the noise source making up the building or addition envelope or altered envelope shall be constructed to provide an interior noise environment attributable to exterior sources that does not exceed an hourly equivalent noise level (Leq -1Hr) of 50 dBA in occupied areas during any hours of operations.

5.507.4.2.1 Site features. Exterior features such as sound walls or earth berms may be utilized as appropriate to the building, addition, or alteration project to mitigate sound migration to the interior.

5.507.4.2.2 Documentation of compliance. An acoustical analysis documenting complying interior sound levels shall be prepared by personnel approved by the architect or engineer of record.

5.507.4.3 Interior sound transmission. Wall and floor-ceiling assemblies separating tenant spaces and tenant spaces and public places shall have an STC of at least 40.

Local Regulations

City of Pittsburg General Plan

The Noise Element of the General Plan Pittsburg 2020: A Vision for the 21st Century document outlines a program of “achieving acceptable noise levels throughout Pittsburg and ensures compliance with State noise requirements.” Figure 12-3 “Land Use Compatibility for Community Noise Environments” identifies land use compatibility standards for noise-sensitive land uses affected by transportation and non-transportation noise sources. As shown in the land use compatibility chart below (Table 3.13-6), for transient lodging, motel, and hotel land uses that are affected by transportation and non-transportation noise sources, the normally acceptable exterior noise level is below 60 dB(A) Ldn. Exterior noise levels between 60 and 70 dB(A) Ldn are considered conditionally acceptable provided that a detailed analysis of the noise requirements is made and needed noise insulation features are included in the design of the project. Noise levels between 70 and 80 dB(A) Ldn are normally unacceptable meaning new construction or development should generally be discouraged, but if construction does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features must be included in the design of the project. Exterior noise levels above 80 dB(A) Ldn are noted as clearly unacceptable and new construction or development should not be undertaken.

Table 3.13-6: City of Pittsburg Land Use Compatibility for Community Noise Environments

Land Use Category	Exterior Day/ Night Noise Levels DNL or Ldn, dB						
	55	60	65	70	75	80	
Residential - Single- Family							
Residential-Multiple Family							
Transient Lodging - Motels, Hotels							
Schools, Libraries, Churches, Hospitals*, Nursing Homes							
Auditoriums, Concert Halls, Amphitheaters							
Sports Arena, Outdoor Spectator Sports							
Playgrounds, Parks							
Golf Courses, Riding Stables, Water Recreation, Cemeteries							
Office, Business Commercial, and Professional							
Industrial Manufacturing							

Normally Acceptable

Specified land use is satisfactory, based on the assumption that any buildings involved are of normal construction, without any special noise insulation requirements.

Conditionally Acceptable

New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation feature included in the design.

Normally Unacceptable

New construction of development should be discouraged. If new construction of development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design.

Clearly Unacceptable

New construction or development clearly should not be undertaken.

Source: City of Pittsburg

* Because hospitals are often designed and constructed with high noise insulation properties it is possible for them to be satisfactorily located in noisier areas.

The Noise Element of the General Plan Pittsburg 2020 document also lists several policies relating to noise including the following:

- **Policy 12-P-4**. Require noise attenuation programs for new development exposed to noise above normally acceptable levels. Encourage noise attenuation programs that avoid visible sound walls.
- **Policy 12-P-5.** Require that applicants for new noise-sensitive development, such as schools, residences, and hospitals, in areas subject to noise generators producing noise levels greater than 65 dB CNEL, obtain the services of a professional acoustical engineer to provide a technical analysis and design of mitigation measures.
- **Policy 12-P-6.** Ensure that new noise-sensitive uses, including schools, hospitals, churches, and homes, in areas near roadways identified as impacting sensitive receptors by producing noise levels greater than 65 dB CNEL, incorporate mitigation measures to ensure that interior noise levels do not exceed 45 dB CNEL.
- **Policy 12-P-7.** Require the control of noise at the source through site design, building design, landscaping, hours of operation, and other techniques, for new development deemed to be noise generators.
- **Policy 12-P-8.** Develop noise attenuation programs for mitigation of noise adjacent to existing residential areas, including such measures as wider setbacks, intense landscaping, double-pane windows, and building orientation muffling the noise source.
- **Policy 12-P-9.** Limit generation of loud noises on construction sites adjacent to existing development to normal business hours between 8:00 AM and 5:00 PM.
- **Policy 12-P-10.** Reduce the impact of truck traffic noise on residential areas by limiting such traffic to appropriate truck routes. Consider methods to restrict truck travel times in sensitive areas.

City of Pittsburg Municipal Code

Chapter 9.44" Noise" in the City of Pittsburg Municipal Code is essentially a nuisance ordinance which makes it "unlawful for any person to make, continue, or cause to be made or continued any noise which either unreasonably annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others, within the limits of the city." Noise from elements such as loudspeakers, yelling, animals, and vehicle exhaust are covered in this section. Paragraphs in Chapter 9.44 applicable to this project include the following:

J. Pile Drivers, Hammers and Similar Equipment. The operation between the hours of 10:00 p.m. and 7:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by loud or unusual noise, except in case of emergency; (Potentially applicable to construction equipment)

K. Blowers. The operation of any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless the

noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noise; (Potentially applicable to mechanical equipment)

Section 18.82.040 "Noise" in the City of Pittsburg Municipal Code states that "No construction event or activity occurring on any site adjoining a lot located in an R, residential PD or GQ district shall generate loud noises in excess of 65 decibels measured at the property line, except between the hours of 8:00 a.m. and 5:00 p.m."

Identification of Sensitive Receptors and Existing Ambient Noise Levels

Sensitive Receptors

Some land uses are more tolerant of noise than others. For example, schools, hospitals, churches, and residences are considered to be more sensitive to noise intrusion than are commercial or industrial activities. Ambient noise levels can also affect the perceived desirability or livability of a development.

The proposed project is located in southeast Pittsburg near the intersection of SR 4 and Loveridge Road in the Loveridge Planning Subarea. The project site is by SR 4 to the north, Loveridge Road to the east, and E Leland Road to the south.

The project site is surrounded by the following land uses:

- **North.** Industrial land uses are located north of the project site, beyond which lies SR 4, which runs east/west.
- **South.** South of the project site is commercial development, followed by E Leland Road.
- **West.** West of the project is high-density residential apartments (Ventana Rental Homes) and industrial land uses, followed by Dias Circle and Piedmont Way.
- **East.** Loveridge Road is directly east of the project, followed by commercial development.

The closest noise-sensitive receptors are the multi-family residential buildings at the Ventana Rental Homes complex at about 20 feet from the west edge of the project site.

Existing Noise Conditions

The existing or ambient, noise environment in a project area is characterized by the area's general level of development. Areas that are not urbanized are relatively quiet, while areas that are more urbanized are noisier as a result of roadway traffic, industrial activities, and other human activities.

The City of Pittsburg is exposed to several sources of noise, including traffic on major highways, like SR 4, noise from traffic on busy arterial roads, such as Loveridge Road, and noise from commercial and industrial activities. Typically, the existing ambient noise environment at a project site would be determined through a noise measurement survey consisting of long-term (24-hour) measurement locations to calculate Ldn and additional short-term (15-minute) measurements to extrapolate the noise levels across the project site and at the closest noise-sensitive receptors. Due to current conditions in

California associated with closures and modified work conditions from the COVID-19 pandemic, traffic volumes on the roadways are currently much lower than is experienced during normal times. If ambient noise level measurements were taken at the project site now, the noise levels measured would be less than what is anticipated to be present during normal conditions.

Therefore, the ambient noise levels at the Pittsburg Home 2 Suites site were determined using the noise contours listed in Figure 12-2 “Projected Noise Contours” in the General Plan Pittsburg 2020 document (shown below). From Figure 12-2, the north façade of the project facing SR 4, the east façade of the project facing Loveridge Road, and a small section of the south façade are anticipated to be exposed to noise levels between 65-70 dB(A) Ldn. Noise levels along the west building façade and most of the south façade are shown within the 60-65 dB(A) Ldn noise contour.

Therefore, the ambient noise levels at the project site and closest residential receptors are expected to be in the “Conditionally Acceptable” range according to Figure 12-3 in the General Plan Pittsburg 2020 document.

3.13.2 Methodology

As noted above, the noise contours from the General Plan Pittsburg 2020 document (Figure 3.13-1) were used to provide baseline noise conditions at nearby sensitive receptors and within the project site vicinity. For the purpose of this analysis, potential sensitive receptors were determined by reviewing current aerial photography.

Impacts from future project-related traffic were estimated using predicted peak hour project trip numbers from the traffic report, prepared by Stantec.

Noise from the project’s mechanical systems would operate regularly and are therefore required to comply with the requirements listed in Chapter 9.44” Noise” in the City of Pittsburg Municipal Code.

The Federal Highway Administration (FHWA) Roadway Construction Noise Model (RCNM) was used to estimate the impact from short-term construction activities. The RCNM is used as the FHWA’s national standard for predicting noise generated from construction activities. The RCNM analysis includes the calculation of noise levels at a defined distance for a variety of construction equipment. The spreadsheet inputs include acoustical use factors and distance to receptors and calculates the expected Lmax values and Leq values at a selected receptor.

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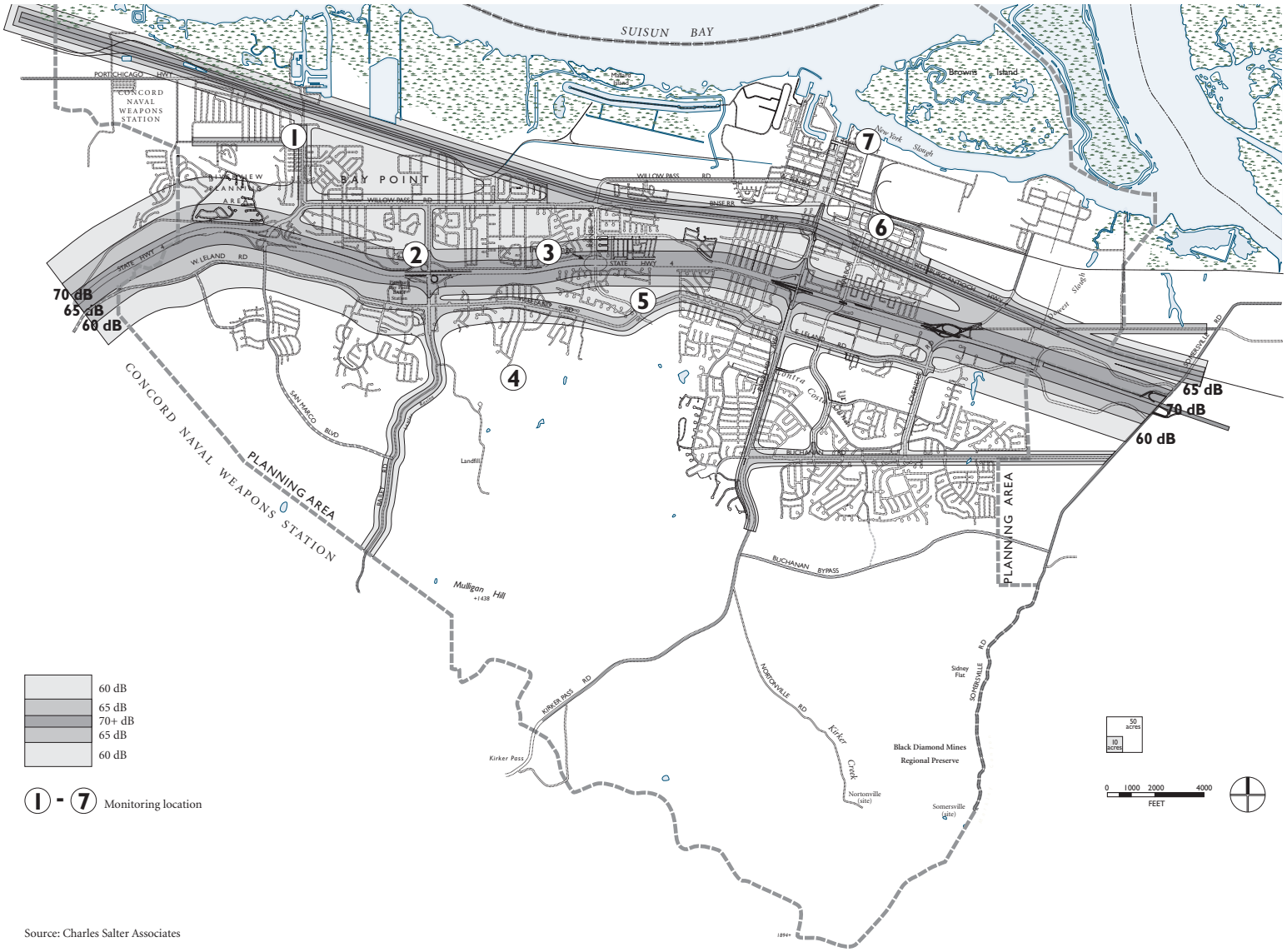

Source: Charles Salter Associates

Source: City of Pittsburg 2001

Figure 3.13-1

City of Pittsburg Projected Noise Contours

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EPA Guidelines

The EPA has established guidelines (Environmental Protection Agency Region 10 Environmental Impact Statement Guidelines, April 1973) for assessing the impact of an increase in noise levels. These guidelines have been used as industry standard for several years to determine the potential impact of noise increases on communities. Most people will tolerate a small increase in background noise (up to about 5 dB(A)) without complaint, especially if the increase is gradual over a period of years (such as from gradually increasing traffic volumes). Increases greater than 5 dB(A) may cause complaints and interference with sleep. Increases above 10 dB(A) (heard as a doubling of judged loudness) are likely to

cause complaints and should be considered a serious increase. Table 3.13-7 defines each of the traditional impact descriptions, their quantitative range, and the qualitative human response to changes in noise levels.

Table 3.13-7: EPA Impact Guidelines

Increase over Existing or Baseline Sound Levels	Impact Per EPA Region Guidelines	Qualitative Human Perception of Difference in Sound Levels
0 dB to 5 dB	Minimum Impact	Imperceivable or Slight Difference
6 dB to 10 dB	Significant Impact	Significant Noticeable Difference – Complaints Possible
Over 10 dB	Serious Impact	Loudness Changes by a Factor of Two or Greater. Clearly Audible Difference – Complaints Likely

3.13.3 Environmental Impact Analysis

Impact NOI-1 Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Impact Analysis

Exterior Traffic Noise Levels

Traffic noise depends primarily on vehicle speed (tire noise increases with speed), proportion of medium and large truck traffic (trucks generate engine, exhaust, and wind noise in addition to tire noise), and number of speed control devices, such as traffic lights and stop signs (accelerating and decelerating vehicles and trucks can generate more noise).

Changes in traffic volumes can also have an impact on overall traffic noise levels. For example, it takes 25 percent more traffic volume to produce an increase of only 1 dB(A) in the ambient noise level. For roads already heavy with traffic volume, an increase in traffic numbers could even reduce noise because

the heavier volumes could slow down the average speed of the vehicles. A doubling of traffic volume results in a 3 dB(A) increase in noise levels.

To describe future noise levels due to traffic added from the project, AM and PM peak hour trip numbers listed in the traffic study provided by Stantec were used. According to the Stantec traffic study, the project is expected to add a maximum of 39 vehicles to the roadways during the AM peak hour and a maximum of 42 vehicles during the PM peak hour. According to the City of Pittsburg Transportation Traffic Volume Count by Street sheet, bidirectional average daily traffic volumes on Loveridge Road between East Leland Road to the North Terminus is 20,518 vehicles. Assuming an even distribution of traffic, this would equate to about 855 vehicles on the roadway in an hour. Adding a maximum of 42 vehicles to the existing traffic on Loveridge Road represents a 4.9 percent increase in traffic volumes, which equates to a 0.2 dB(A) increase in noise.

There will essentially be no change in traffic noise (below 1 dB(A)) expected along the streets surrounding the project. Therefore, the project should not cause increased traffic noise levels over the baseline conditions at the neighboring sensitive receptors and this would be a less than significant impact relative to this topic.

Interior Traffic Noise Levels – Guestrooms

The California Building Code and the 2020 Pittsburg General Plan states the interior noise levels attributable to exterior sources shall not exceed 45 dB(A) in any habitable room within new hotels and motels. The needed sound isolation requirements of a building's exterior façade will be dependent on the following conditions:

- The dimension of the rooms with exterior windows;
- The finishes within the rooms;
- The ratio of clear glass to solid wall in the exterior wall assembly; and
- The exterior solid wall construction.

Modern construction with punch windows typically provides a 25 dB(A) exterior-to-interior noise level reduction with windows closed. Therefore, generally speaking, sensitive receptors exposed to exterior noise of 70 dB(A) Ldn or less will typically comply with the code-required interior noise level standard. Modern construction utilizing window walls, curtainwalls, or a high ratio of exterior clear glass will provide less reduction with the windows closed. Buildings using a high amount of glass will typically comply with the code-required interior noise level standard if exposed to exterior noise levels of 67 dB(A) Ldn or less.

Based on Figure 12-2 "Projected Noise Contours" in the General Plan Pittsburg 2020 document, noise levels at the project site are expected to be a maximum of 70 dB(A) Ldn and be within the "Conditionally Acceptable" range according to General Plan Figure 12-3. The project will therefore be subject to Policies 12-P-5 and 12-P-6 in the General Plan. Therefore, the Applicant will submit a detailed interior noise analysis outlining noise control measures that would ensure compliance with the code-required 45 dB(A) Ldn interior noise level standard, taking into account all noise sources, including vehicular traffic. This

analysis should specify required sound ratings for glazing as well as any other modifications to the building envelope used to meet the interior noise level standard. This analysis will be prepared by a qualified acoustical consultant. With the implementation of General Plan Policies 12-P-5 and 12-P-6, the impact from exterior noise would be less than significant.

Interior Traffic Noise Levels– Occupied Non-Guestroom Spaces

CalGreen states if an occupied non-guestroom space is exposed to a noise level of 65 dB(A) Leq 1-hr during any hour of operation, the exterior façade design is required to incorporate features to reduce noise inside the spaces to a maximum of 50 dBA Leq 1-hr. Given the project site would be exposed to noise levels up to 70 dB(A) Ldn, a 1-hour noise level of 65 dB(A) Leq or greater is possible, and the project would be required to comply with the CalGreen requirements.

Therefore, as part of the detailed interior noise analysis submitted for the guestrooms, the qualified acoustical consultant will also evaluate the noise levels experienced by occupied non-guestroom spaces and provide recommendations for glazing and the building envelope to meet the CalGreen noise standard. With the implementation of the detailed interior noise analysis, the impact from exterior noise to the occupied non-guestroom spaces would be less than significant.

Proposed Project Fixed-Source Noise

Typical hotel building construction would commonly involve new rooftop mechanical equipment such as air-handling units, condensing units, make-up air units, and exhaust fans. This equipment would generate noise that would radiate to neighboring properties. The noise generated from this equipment would be required to comply with Section 9.44 “Noise” in the Pittsburg Municipal Code. All noise generated from the project’s equipment shall also produce noise levels that are within the “Normally Acceptable” range as defined by Figure 12-3 in the General Plan Pittsburg 2020 document. This means the noise produced by the project’s mechanical equipment shall not exceed 65 dB(A) Ldn at the property line with the Ventana Rental Home complex and shall not exceed 70 dB(A) at the property lines with commercial uses. When the actual on-site equipment is selected, the equipment would be designed to incorporate measures as needed, such as shielding, barriers, and/or attenuators, to reduce noise levels that may affect nearby properties. Therefore, the impact of fixed-source noise to the neighboring properties would be less than significant.

Operational Noise

The Home 2 Suites drawing package by I & A Architects, Inc. show an outdoor pool and common community gathering area as part of the project. The outdoor pool is located on the southeast corner of the building, approximately 37 feet 7 inches from Loveridge Road and 246 feet 3 inches from the shared property line with the Ventana Rental Homes complex. The community gathering area is situated on the northeast corner of the building about 75 feet 6 inches from Loveridge Road and 267 feet 0 inches from the shared property line with the Ventana Rental Homes complex. Noise from guests using the pool and community area will radiate to the neighboring noise sensitive receptors at the Ventana Rental Homes complex. Pool and community area noise calculations are provided in Appendix E.

As typical with hotel pools and community areas, the occupancy of these spaces is not expected to be large at any given time. The Home 2 Suites drawing package shows 20 chairs in the pool area and 23 seats in the community space. Using the reference spectrum for a normal male and female voice as presented in Figures 1 and 2 in the Canadian National Research Council "Voice and Background Noise Levels Measured in Open Offices" document, and assuming 15 males and 15 females in the pool area all speaking at the same time, noise levels from the pool to the Ventana Rental Homes property line were calculated at 23 dB(A). Assuming 12 males and 11 females in the community space all speaking at the same time, noise levels from the community space to the Ventana Rental Homes property line were calculated at 22 dB(A).

Ambient noise levels at the shared property line between the Ventana Rental homes property and the project site are expected to be between 60-65 dB(A). Adding the noise levels generated from the pool and community areas to the expected ambient noise level would not increase the ambient noise level. Therefore, the impact of noise from the pool and community areas to the neighboring properties would be less than significant.

Short-term Construction Noise

Two types of short-term noise impacts could occur during construction from construction crew and material and equipment transport. The first type of noise is from construction crew commutes. Construction crew commutes would incrementally increase noise levels on access roads leading to the project site. This increased traffic could be made up of vehicles, medium trucks, and heavy trucks.

The construction of the project would involve a maximum of 29 construction worker vehicles and 11 vendor vehicles per day (40 vehicles total) traveling to and from the site. Assuming a worst-case of all worker and vendor vehicles entering or exiting the site at the same time, this would add 40 vehicles to the peak hour traffic volume on Loveridge Road. Adding 40 vehicles to the existing traffic on Loveridge Road represents a 4.7 percent increase in traffic volumes, which equates to a 0.19 increase in noise, which is a less than significant impact.

The second type of noise is from the construction activity itself. Construction activities would include site preparation, grading, building construction, paving, and architectural coating. Each construction stage has its own mix of equipment, and consequently, its own noise characteristics. The various construction operations would change the character of the noise generated at the project site and therefore, the noise level as construction progresses. The loudest stages of construction include the building construction and grading stages, as the noisiest construction equipment is typically earthmoving and grading equipment.

The construction of the Pittsburg Home 2 Suites project would be conducted in five stages and each stage will use different construction equipment. The main types of noise-producing equipment for each construction stage are shown in Table 3.13-8.

Table 3.13-8: Construction Stage Equipment

Construction Stage	Construction Equipment	
Site Preparation	• Grader	• Tractor

Construction Stage	Construction Equipment	
	• Scraper	• Haul Truck
Grading	• Grader • Rubber-Tired Dozer • Trencher	• Tractor • Front-End Loader • Haul Trucks (2)
Building Construction	• Crane • Generator • Welders (3)	• Forklifts (2) • Tractor • Haul Trucks (4)
Paving	• Paver • Paving Equipment • Rollers (2)	• Cement and Mortar Mixer • Tractor • Haul Trucks (2)
Architectural Coating	• Air Compressor	• Haul Truck

Table 3.13-9 lists the types of construction equipment and the maximum and average operational noise level as measured at 20 feet from the operating equipment. The 20-foot distance represents the approximate distance between the project construction edge and the closest noise-sensitive receptors within the Ventana Rental Homes complex.

Table 3.13-9: Summary of Federal Highway Administration Roadway Construction Noise Model

Construction Equipment Source at the Project Site	Distance to Nearest Sensitive Receptor	Sound Level at Receptor		
		Lmax, dB(A)	Acoustical Use Factor (%)	Leq, dB(A)
Crane	20 feet	88.5	16	80.6
Concrete Mixer Truck	20 feet	86.8	40	82.8
Compressor (air)	20 feet	85.6	40	81.6
Dozer	20 feet	89.6	40	85.6
Forklift[1]	20 feet	87.1	40	83.1
Front End Loader	20 feet	87.1	40	83.1
Generator	20 feet	88.6	50	85.6
Grader	20 feet	93.0	40	89.0
Haul Truck[2]	20 feet	84.4	40	80.4
Paver	20 feet	85.2	50	82.2
Roller	20 feet	88.0	20	81.0
Scraper	20 feet	91.5	40	87.6
Tractor	20 feet	92.0	40	88.0
Trencher	20 feet	88.3	50	85.3
Welder	20 feet	82.0	40	78.0

Notes:

1. The RCNM program does not have sound levels for a forklift. Therefore, the noise levels from a front-end loader were used in the analysis to simulate the forklift.

2. The RCNM program does not have sound levels for a haul truck. Therefore, the noise levels from a dump truck were used in the analysis to simulate the haul truck.

3. Source: Federal Highway Administration RCNM v1.1 2008

A worst-case condition for construction activity would assume all noise-generating equipment were operating at the same time and at the same distance from the closest noise-sensitive receptor. Using this assumption, the RCNM program calculated the following combined Leq and Lmax noise levels from each stage of construction as shown in Table 3.13-10:

Table 3.13-10: Calculated Noise Level from Each Construction Stage

Construction Phase	Distance to Closest Noise Sensitive Receptor, ft	Calculated Lmax, dB(A)	Calculated Leq, dB(A)
Site Preparation	20	97.2	93.2
Grading	20	98.0	94.1
Building Construction	20	97.5	93.3
Paving	20	96.6	92.1
Architectural Coating	20	88.1	84.1

Although noise levels from construction could fall into the “Unacceptable” range as defined in Figure 12-3 in the General Plan Pittsburg 2020 document, increases in noise levels from construction activities would be temporary and construction activities would follow the hours of construction as dictated by Policy 12-P-9 in the General Plan and Section 18.82.040 in the City of Pittsburg Municipal Code.

In addition to the hours restrictions on construction noise contained within the General Plan and the City of Pittsburg Municipal Code, the FTA offers construction mitigation measures listed in Step 5 within Section 7.1 “Construction Noise Assessment” in the 2018 FTA Transit Noise and Vibration Impact Assessment Manual. Some of the applicable measures are included in Mitigation Measure NOI-1.

In conclusion, construction noise would be short-term and intermittent. Furthermore, implementation of Mitigation Measure NOI-1 would follow the recommendations within the City’s General Plan, codes, and the 2018 FTA Transit Noise and Vibration Assessment Manual; therefore, impacts would be less than significant with mitigation incorporated.

Construction noise calculations are provided in Appendix E.

Level of Significance Before Mitigation

- Exterior Traffic Noise Levels: Less Than Significant Impact.
- Interior Noise Levels – Guestrooms: Less Than Significant Impact.

- Interior Noise Levels – Occupied Non-Guestroom Spaces: Less Than Significant Impact.
- Project Fixed-Source Noise: Less Than Significant Impact.
- Operational Noise: Less Than Significant Impact
- Construction Traffic: Less Than Significant Impact.
- Construction Activity: Potentially Significant Impact.

Mitigation Measures

MM NOI-1: **Construction Activity.** Implementation of the following multipart mitigation plan is required to reduce the potential construction period noise impacts.

- Follow the construction time restrictions as listed in Policy 12-P-9 in the General Plan Pittsburg 2020 document and Section 18.82.040 in the City of Pittsburg Municipal Code.
- Follow the construction noise mitigation measures listed in Step 5 within Section 7.1 "Construction Noise Assessment" in the FTA 2018 Transit Noise and Vibration Impact Assessment Manual document:

  "Design Considerations and Project Layout:

  - Construct noise barriers, such as temporary walls or piles of excavated material, between noisy activities and noise-sensitive receivers.
  - Re-route truck traffic away from residential streets, if possible. Select streets with fewest homes if no alternatives are available.
  - Site equipment on the construction lot as far away from noise-sensitive sites as possible.
  - Construct walled enclosures around especially noisy activities, or clusters of noisy equipment. For example, shields can be used around pavement breakers, loaded vinyl curtains can be draped under elevated structures.

  Sequence of Operations:

  - Combine noisy operations to occur in the same time period. The total noise level produced will not be significantly greater than the level produced if the operations were performed separately.
  - Avoid nighttime activities. Sensitivity to noise increases during the nighttime hours in residential neighborhoods.

  Alternative Construction Methods:

  - Use specially quieted equipment, such as quieted and enclosed air compressors, mufflers, on all engines."
- Post a construction site notice that includes the following information: job site address, permit number, name and phone number of the contractor and owner or owner's agent, hours of construction allowed by code or any discretionary approval for the Site, and City telephone numbers where violations can be reported. The notice shall be posted and maintained at the construction site prior to the start of construction and displayed in a location that is readily visible to the public and approved by the City.

Level of Significance After Mitigation

- Exterior Traffic Noise Levels: Less Than Significant Impact.
- Interior Noise Levels – Guestrooms: Less Than Significant Impact.
- Interior Noise Levels – Occupied Non-Guestroom Spaces: Less Than Significant Impact.
- Project Fixed-Source Noise: Less Than Significant Impact.
- Operational Noise: Less Than Significant Impact
- Construction Traffic: Less Than Significant Impact.
- Construction Activity: Less Than Significant Impact with Mitigation.

Impact NOI-2 Generation of excessive groundborne vibration or groundborne noise levels?

Impact Analysis

During construction of the proposed project, equipment such as trucks, bulldozers, and rollers may be used as close as 20 feet from the nearest sensitive receptors in the Ventana Rental Homes Complex. Equipment used during project construction could generate vibration levels between 0.0042 PPV and 0.29 PPV at 20 feet, as shown below in Table 3.13-11. The groundborne vibration levels for the large bulldozer, loaded trucks, and vibratory roller are expected to be at or above the FTA vibration threshold at which human annoyance could occur of 0.10 PPV. According to Table 3.13-3, the vibration levels from this equipment would be strongly perceptible. Even so, referencing Table 3.13-4, the construction vibration levels would not cause damage to existing buildings.

Table 3.13-11: Vibration Source Levels for Construction Equipment

Type of Equipment	Peak Particle Velocity at 25 Feet	Peak Particle Velocity at 20 Feet	Threshold at which Human Annoyance Could Occur	Potential for Proposed Project to Exceed Threshold
Vibratory roller	0.210	0.29	0.10	Yes
Large bulldozer	0.089	0.124	0.10	Yes
Loaded trucks	0.076	0.106	0.10	Yes
Small bulldozer	0.003	0.0042	0.10	None

Source: Federal Transit Administration Transit Noise and Vibration Impact Assessment Manual, September 2018

Construction activities would again be temporary in nature and would likely occur during normal daytime working hours. The FTA offers construction vibration mitigation measures listed in Step 5 within Section 7.2 “Construction Vibration Assessment” in the Transit Noise and Vibration Impact Assessment Manual document. The applicable measures in the FTA document are included in Mitigation Measure NOI-2.

Implementation of Mitigation Measure NOI-2 would follow the recommendations provided by the FTA; therefore, impacts would be less than significant with mitigation incorporated.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures

MM NOI-2: **Construction Vibration. Follow the construction vibration mitigation measures listed in Step 5 within** Section 7.2 “Construction Vibration Assessment” in the FTA 2018 Transit Noise and Vibration Impact Assessment Manual document**.**

“Design Considerations and Project Layout

- Route heavily loaded trucks away from residential streets. Select streets with the fewest homes if no alternatives are available.
- Operate earth-moving equipment on the construction lot as far away from vibration-sensitive sites as possible.

Sequence of Operations

- Phase demolition, earth-moving, and ground-impacting operations so as not to occur in the same time period. Unlike noise, the total vibration level produced could be substantially less when each vibration source operates separately.
- Avoid nighttime activities. Sensitivity to vibration increases during the nighttime hours in residential neighborhoods.

Alternate Construction Methods

- Avoid vibratory rollers and packers near sensitive areas.

Vibration Mitigation Plan

- Describe and commit to a mitigation plan that will be developed and implemented during the engineering and construction phase when the information available during the project development phase will not be sufficient to define specific construction vibration mitigation measures. The objective of the plan should be to minimize construction vibration damage using all reasonable and feasible means available. The plan should include the following components:
    - A procedure for establishing threshold and limiting vibration values for potentially affected structures, based on an assessment of each structure's ability to withstand the loads and displacements due to construction vibrations.
    - A commitment to develop a vibration monitoring plan during the engineering phase and to implement a compliance monitoring program during construction."

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact NOI-3	**For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?**

Impact Analysis
The proposed project is not located within the vicinity of a private airstrip or an airport land use plan. The closest airport to the project site is the Buchanan Field Airport 10 miles to the east. No private airstrips, or helipads are located within 2 miles of the project site. Therefore, the project would not expose people staying or working in the project area to excessive noise levels, and impacts would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

3.14 POPULATION AND HOUSING

	Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b)	Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

3.14.1 Environmental Setting

Pittsburg is located in Contra Costa County, one of the nine counties that make up the San Francisco Bay Area, which had a 2020 regional population of approximately 7.8 million people. According to the U.S. Census, the City had a population of 63,264 in 2010 (California Department of Finance 2020a). Since 2010, the City's population has increased by 13.79 percent to 74,321 people in 2020 (California Department of Finance 2020b). According to projections provided by the Association of Bay Area Governments, Pittsburg is estimated to grow to approximately 91,600 residents and 27,510 households by 2040 (City of Pittsburg 2001). The proposed project involves the development of a four-story hotel on 2.09 acres and does not include a residential component.

3.14.2 Methodology

The following evaluation of potential population, housing, and employment impacts associated with the proposed project was based on data obtained from the U.S. Census, the California Department of Finance, and applicable planning documents from the City. The following impact discussions consider the impacts of the proposed project related to employment, population, and housing in the City.

3.14.3 Environmental Impact Analysis

This section discusses potential impacts related to population and housing associated with the proposed project and provides mitigation measures where necessary.

Impact POP-1 Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Impact Analysis

The project site is located in the Loveridge Planning Subarea. The goals for this planning subarea in the General Plan include supporting the development and expansion of regionally oriented commercial activities within this area and maintaining industrial activities in appropriate, designated areas. The proposed project is seeking entitlements for General Plan amendment from land use designation Business Commercial to Community Commercial. The proposed project is seeking rezone from Industrial Park to Community Commercial. The City uses policy plans such as the General Plan to strategically plan for new growth within such areas.

The proposed project involves development of a four-story, 62,840-square-foot hotel building with up to 115 guest rooms, with associated parking, landscaping, and utilities. Project utilities (water, sewer, wastewater) would connect to City infrastructure in the immediate vicinity of the project site. The proposed project does not involve any residential development. The proposed project would require up to 15 workers during the peak construction phase. Construction activities are anticipated to occur over approximately 12 months. Construction of the proposed project would not affect the population of the City because the construction workforce is available from nearby areas. In addition, the project site is within commuting distance of the greater San Francisco Bay Area, so construction workers are not expected to relocate. Temporary construction activities are not expected to increase the demand for housing.

Operation of the proposed project would create new jobs and increase the demand for new employees. When construction is complete, operation of the proposed project would require up to five full-time employees. The unemployment rate in Contra Costa County was 7.9 percent in October 2020 (State of California Employment Development Department 2020); therefore, the proposed project's construction- and operation-related employment is expected to be absorbed by the regional labor force and would not attract new workers to the City. Based on an average of two guests per hotel room, the proposed project would generate up to 230 guests at maximum capacity; however, this use would not result in the provision of permanent housing because the hotel would only provide short-term stay for hotel guests. The proposed project would be consistent with the intent of the General Plan. Therefore, the proposed project would not directly or indirectly induce substantial unplanned population growth in an area; this impact would be less than significant.

Level of Significance Before Mitigation

Less Than Significant Impact.

Mitigation Measures

No mitigation is necessary.

Level of Significance After Mitigation

Less Than Significant Impact.

Impact POP-2 Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

Impact Analysis

The project site is currently vacant and does not contain any residential dwellings or residences onsite. Therefore, the proposed project would not result in the displacement of people or housing that would necessitate the construction of replacement housing elsewhere. No impact would occur.

Level of Significance Before Mitigation

No Impact.

Mitigation Measures

No mitigation is necessary.

Level of Significance After Mitigation

No Impact.

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3.15 PUBLIC SERVICES

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
Fire protection?	☐	☐	☒	☐
Police protection?	☐	☐	☒	☐
Schools?	☐	☐	☒	☐
Parks?	☐	☐	☒	☐
Other public facilities?	☐	☐	☒	☐

3.15.1 Environmental Setting

Fire Protection

The Contra Costa County Fire Protection District (CCCFPD) provides fire protection services to the Pittsburg Planning Area. The CCCFPD also maintains mutual-aid agreements with the East Diablo Fire Protection District, East Bay Regional Park District, California Department of Forestry, and private industrial companies located within the jurisdiction. The response time goal for the CCCFPD is to provide service within 5 minutes of notification (City of Pittsburg 2001). The CCCFPD responds to calls for fire alarms, medical alarms, structure fires, vegetation fires, vehicle accidents, emergency medical services, rescues, and other incidents and fires. According to the CCCFPD 2018 Annual Report, average response times throughout Contra Costa County ranged from 5 minutes and 35 seconds in the City of Richmond, central county, and east county, to 6 minutes and 29 seconds in west county (CCCFPD 2018). Of the three fire stations in Pittsburg, Station #87, located at 2331 Loveridge Road is 0.28 mile south of the project site and is the nearest fire station to the project site.

Police Protection

The Pittsburg Police Department provides law enforcement services to the City. The Pittsburg Police Department employs 85 police officers and 9 community service specialists. The Pittsburg Police Department Patrol Division is operating 24 hours a day, 7 days a week, and has more than 35 officers assigned to one of five beats, to provide equal police coverage to the entire city. The Police Department

includes the Patrol Division, Traffic Division, Investigations Division, SWAT/Crisis Negotiation Team, Canine Team, School Resource Officers, Bike Patrol Team, Marine Unit, Mental Health Eval Team/Community Response Team, Property and Evidence Division, Records Division, Code Enforcement Division, Chaplaincy Division, Recruiting, and Training. In 2018, the Pittsburg Police Department responded to 80,133 calls for service; response time data for the police department was unavailable (Pittsburg Police Department 2019). According to Policy 10-P-39 of the General Plan, the goal is to maintain a ratio of 1.8 sworn police offers per 1,000 residents (City of Pittsburg 2001). As discussed in Section 3.14, Population and Housing, the City's 2020 population was approximately 74,321; therefore, the target would be 133 police officers in the City. As there are 85 police officers in the Pittsburg Police Department, there is shortfall of the goal of 1.8 sworn police officers per 1,000 residents. The City of Pittsburg Police Department is located at 65 Civic Avenue, 1.23 miles northwest of the project site.

Schools

The following three school districts serve students in the City: Pittsburg Unified School District, Antioch Unified School District, and Mt. Diablo Unified School District. The project site is located within the Pittsburg Unified School District. The nearest school is Martin Luther King, Jr. Junior High School, located 0.20 mile north of the project.

Parks

The City's Parks and Recreation Department owns and operates 11 community parks, 11 neighborhood parks, 3 linear parks, and 1 special facility, totaling approximately 322 acres (City of Pittsburg 2020). Other open spaces, managed by East Bay Regional Park District, located within the City limits are Diamond Mines Regional Preserve and Browns Island Regional Shoreline. Additionally, the regional Delta De Anza Trail runs 34.8 miles along the East Bay Municipal Utility District right-of-way through Pittsburg. The nearest park to the project site is Central Park, an approximately 8-acre community park located 0.62 mile to the north.

Other Facilities

The Contra Costa County Library operates and maintains the public library system in Contra Costa County, and there are 26 community library locations throughout the county (Contra Costa County Library 2019). Pittsburg Library is located 1.17 miles northwest of the project site.

3.15.2 Methodology

The following analysis is based on a review of documents pertaining to the project site, including the Public Facilities Element of the General Plan, Open Space, Youth and Recreation Element of the General Plan, the General Plan EIR and, the Municipal Code.

3.15.3 Environmental Impact Analysis

This section discusses potential impacts on public services associated with the proposed project and provides mitigation measures where necessary.

Impact PUB-1	**Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:** **Fire protection?** **Police protection?** **Schools?** **Parks?** **Other public facilities?**

Impact Analysis

Fire Protection

The proposed project does not involve a residential component. However, the proposed project would require up to 15 workers during the peak construction phase. When construction is complete, operation of the proposed project would require up to five full-time employees. In addition, based on an average of two guests per hotel room, the proposed project would generate up to 230 guests at maximum capacity. Overall, implementation of the project would result in an increased demand for fire protection services at the project site. As described in Section 3.14, Population and Housing, the proposed project would not affect the population of the City because the proposed project's construction- and operation-related employment is expected to be absorbed by the regional labor force and would not attract new workers to the City.

The CCCFPD sent a letter on October 30, 2020, discussing their review of the land use permit application provided by the applicant. The applicant would address all requirements outlined in this letter for CCCFPD approval. Additionally, the proposed project would comply with the California Fire Code and include site-specific design features such as ensuring adequate emergency access to the project site and requiring structures to be built with approved building materials. Conformance with the California Fire Code would reduce risks associated with fire hazards. The two 26-foot-wide driveways at the northeast and southeast ends of the project site on Loveridge Road would provide access in case of an emergency. During construction, equipment and materials would be stored onsite. Construction activities are anticipated to be confined to the project site, and no road closures or detours are anticipated; therefore, emergency service and access to the surrounding area would be maintained. As such, construction and operation of the proposed project would not create significant fire hazards that would substantially increase the need for fire protection services and would not require the construction of new or expanded facilities to meet any increased need.

Per the Municipal Code, the applicant would be conditioned to annex the property into the existing Fire Protection and Emergency Services Community Facilities District to offset the additional service demands associated with the proposed project.

The project site is currently designated Business Commercial by the General Plan. The proposed project is seeking entitlements for General Plan amendment from land use designation Business Commercial to Community Commercial. The proposed project would be consistent with the new Community Commercial designation. Therefore, the impact to fire protection services would be less than significant.

Police Protection

Law enforcement services for the project site are provided by the Pittsburg Police Department. The proposed project does not include a residential use that would induce population growth. The proposed project would require up to 15 workers during the peak construction phase. Operation of the proposed project would require up to five full-time employees; however, as described in Section 3.14, Population and Housing, the proposed project would not affect the population of the City because the project's construction- and operation-related employment is expected to be absorbed by the regional labor force and would not attract new workers to the City and would not impact the ratio of police officers for residents. The project site is currently designated Business Commercial by the General Plan. The proposed project is seeking entitlements for General Plan amendment from land use designation Business Commercial to Community Commercial. The proposed project would be consistent with the new Community Commercial designation. The project site is within the City's Industrial Park zoning district. The proposed project is seeking rezone from Industrial Park to Community Commercial. Hotels are an allowed use in Community Commercial zones according to the City Zoning Code with a required overlay district as part of the rezone to allow for increased FAR CUP. Because the proposed project would be consistent with the land use and zoning designations and would not directly induce any population growth, the proposed project would be consistent with the City's buildout plan and would not create the need for new or physically altered governmental facilities, and the proposed project would not affect Pittsburg Police Department response time goals. The Applicant would be conditioned to annex the property into the existing Fire Protection and Emergency Services Community Facilities District to offset the additional service demands associated with the proposed project. In addition, the proposed project would be consistent with the intent of the General Plan and no other police services would be required to ensure adequate police staffing levels for the proposed project. Therefore, the impact to police protection services would be less than significant.

Schools

The proposed project does not include a residential use that would induce population growth or increase student enrollment. Construction of the proposed project would require up to 15 workers during the peak construction phase. The construction workforce would be available from nearby areas and is not expected to cause new permanent relocation to the City. Therefore, impacts to schools would be less than significant.

Parks

The proposed project does not include a residential component that would induce population growth in the project site. Construction of the proposed project would require up to 15 workers during the peak construction phase. The construction workforce could use the nearby parks; however, such use would not be substantial because they would be working in the area temporarily. Therefore, impacts to parks and recreation would be less than significant.

Other Public Facilities

The proposed project would not include a residential component that would induce population growth in the project site. Construction of the proposed project would require up to 15 workers during the peak construction phase. The construction workforce could use nearby public facilities, including public libraries. However, such use would not be substantial because they would be working in the area temporarily. Therefore, impacts to other public facilities would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

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3.16 RECREATION

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

3.16.1 Environmental Setting

The City's Parks and Recreation Department owns and operates 11 community parks, 11 neighborhood parks, 3 linear parks, and 1 special facility totaling approximately 322 acres (City of Pittsburg 2020). Other open spaces, managed by East Bay Regional Park District, located within the City limits are Diamond Mines Regional Preserve and Browns Island Regional Shoreline. Additionally, the regional Delta De Anza Trail runs approximately 34.8 miles along the East Bay Municipal Utility District right-of-way through Pittsburg. The nearest park to the project site is Central Park, an approximately 8-acre community park located 0.62 mile to the north.

3.16.2 Methodology

The following analysis is based on a review of the Open Space, Youth and Recreation Element of the General Plan and City parks website.

3.16.3 Environmental Impact Analysis

This section discusses potential impacts to recreation associated with the proposed project and provides mitigation measures where necessary.

Impact REC-1 Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Impact Analysis

The proposed project would involve the development of a four-story hotel with 115 guest rooms and other onsite guest amenity areas such as a swimming pool, fitness room, and dining/community gathering room. The proposed project does not include a residential component that would permanently increase the City's residential population. Construction of the proposed project would require up to 15 workers

during the peak construction phase. The construction workforce could use the nearby parks; however, such use would not be substantial because they would be working in the area temporarily. The proposed project would require up to five full-time employees and is expected to temporarily generate up to 230 hotel guests at maximum capacity. It is expected employees would already reside in or near the City and would not substantially increase the use of nearby recreation facilities. The proposed project would also provide onsite guest amenity areas, which would reduce use of existing parks and recreation facilities. Hotel visitors may use public parks and recreational facilities in the project site; however, increased usage of these facilities is not expected to cause substantial deterioration of existing facilities or the need for new or expanded facilities. Further, according to the General Plan, the City's park standard is 5 acres per 1,000 residents; and with consideration of proposed parks and the linear park facilities, the City's parkland total is approximately 322 acres or 4.5 acres of parks per 1000 residents in 2020. The ratio would remain 4.5 acres per 1,000 residents after development of the proposed hotel. Therefore, the project would not alter demand for parks. Impacts related to recreation facilities would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact REC-2	**Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?**

Impact Analysis
The proposed project would involve the development of a four-story hotel that would include 115 guest rooms and other onsite guest amenity areas such as an outdoor swimming pool, fitness room, and dining/community gathering room. The scope of the proposed project does not include the construction or expansion of recreational facilities. Therefore, the proposed project would not result in an adverse physical effect on the environment related to recreation facilities and no impacts would occur.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

3.17 TRANSPORTATION

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	☐	☒	☐
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d) Result in inadequate emergency access?	☐	☐	☐	☒

3.17.1 Environmental Setting

The project is located in southeast Pittsburg near the intersection of SR 4 and Loveridge Road. Specifically, the project site is by SR 4 to the north, Loveridge Road to the east, and E Leland Road to the south. Regional access is provided by SR 4 and access to the project site would be made by existing local arterials. The site plan and roadways that provide regional and local access are shown in Figure 3.17-1.

E Leland Road is classified a four-lane major arterial in the General Plan. E Leland Road connects to Loveridge Road just south of the project site before continuing east into the City of Antioch. The segment of Leland Road near the project site is fully built out per the General Plan.

Loveridge Road is classified as a four-lane major arterial in the General Plan and would provide primary access to/from the project site. To the north, Loveridge Road connects with SR 4 and continues until it reaches the Northeast River planning subarea. The segment of Loveridge Road near the project site is fully built out per the General Plan.

SR 4 is an east-west highway maintained by Caltrans. SR 4 begins in Hercules and continues through Contra Costa County and beyond. It terminates at SR 89 near the California-Nevada border. Access to SR 4 is provided by ramps accessible to/from Loveridge Road north of the project site.

The project does not propose to amend or adjust the roadway classifications or roadway network as currently shown in the General Plan.

Transit and Rail Services

Bus transit service near the project is operated by Tri Delta Transit. Seven bus routes accessible via 15 transit stops are within 0.5 mile (i.e., walking distance) of the project site.

Tri Delta Transit routes 381, 387, 388, 390, 391, 392, and 394 serve the vicinity of the project site. Route 381 provides service from the Downtown Planning Subarea to Los Medanos College. Routes 387, 390, 392 (weekends only), and 394 (weekends only) are primarily east-west routes that travel between the Antioch and Pittsburg-Bay Point Bay Area Rapid Transit (BART) stations. Route 388 provides service from the Pittsburg-Bay Point BART station to the Kaiser Antioch Medical Center. Lastly, route 391 serves transit stops from the Brentwood Park and Ride to the Pittsburg Center Station. The routes and bus stops discussed here are shown in Figure 3.17-2.

The Pittsburg Center BART station opened in 2018 and is located approximately 1 mile west of the project site.

The project would not block, remove, or create barriers for transit utilization.

Bicycle and Pedestrian Facilities

There are existing bicycle facilities in the vicinity of the project site. Bicycle facilities near the project site, as shown in the General Plan, are fully built out.

Bicycle facilities near the project site include the following types of facilities as defined in the General Plan:

- **Class I bike path:** paved off-street path with motor vehicle use prohibited
- **Class II bicycle lane:** on-street designated bike lane with through-travel by motor vehicle prohibited

Existing bicycle facilities include a Class II bicycle lane along Loveridge Road, adjacent to the project site. There is also an existing Class II bicycle lane south of the project site along E Leland Road. There is a Class I bike path just south of E Leland Road that runs perpendicular to Loveridge Road.

City planning documents such as the Pittsburg Moves Active Transportation Plan (2020) identify future bicycle facility improvements near the project site that would create a network for non-motorized modes of transportation. The improvements would include converting the existing Class II facility to a future Class IV separated bikeway (on-street bicycle lane with a physical barrier to prevent motor vehicle access) along Loveridge Road and a future Class II buffered bike lane (on-street designated bike lane with additional buffer space and through-travel by motor vehicle prohibited) along E Leland Road, both adjacent to the project site. The bicycle facilities discussed here are shown in Figure 3.17-3.

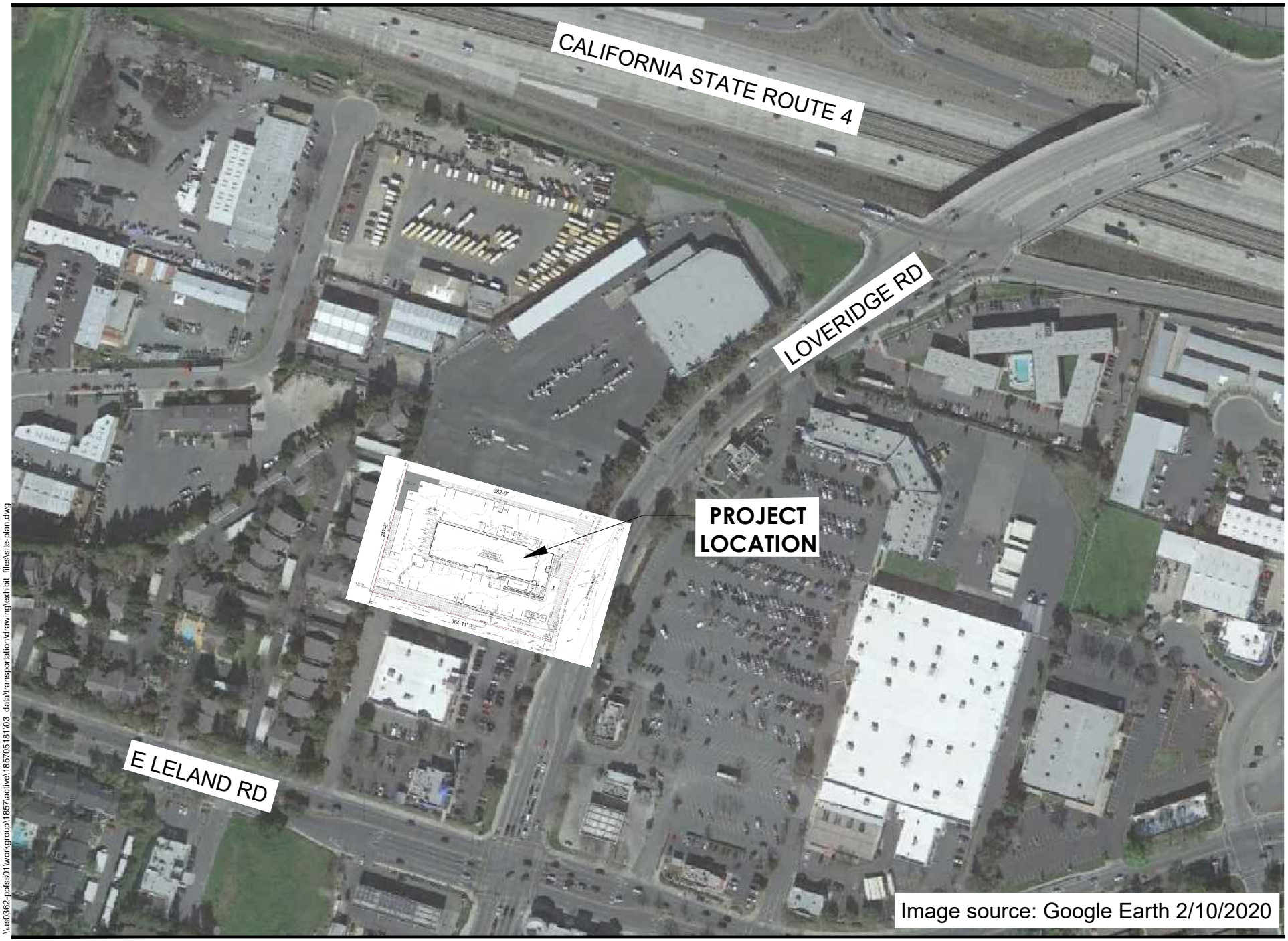

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Figure 3.17-1

Project Site Regional and Local Access

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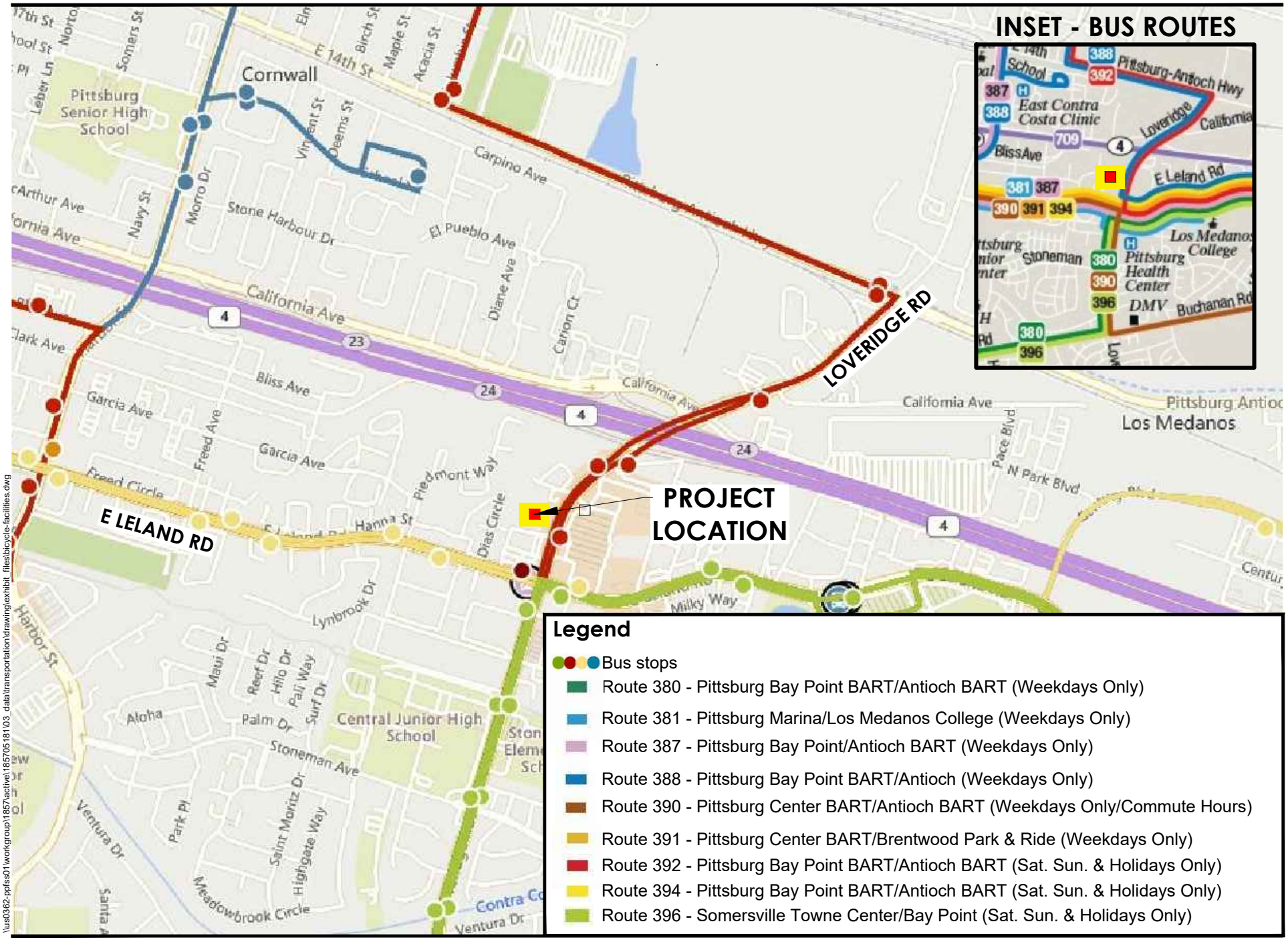

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Source: Tri Delta Transit

Figure 3.17-2

Tri Delta Transit Bus Stops and Bus Routes

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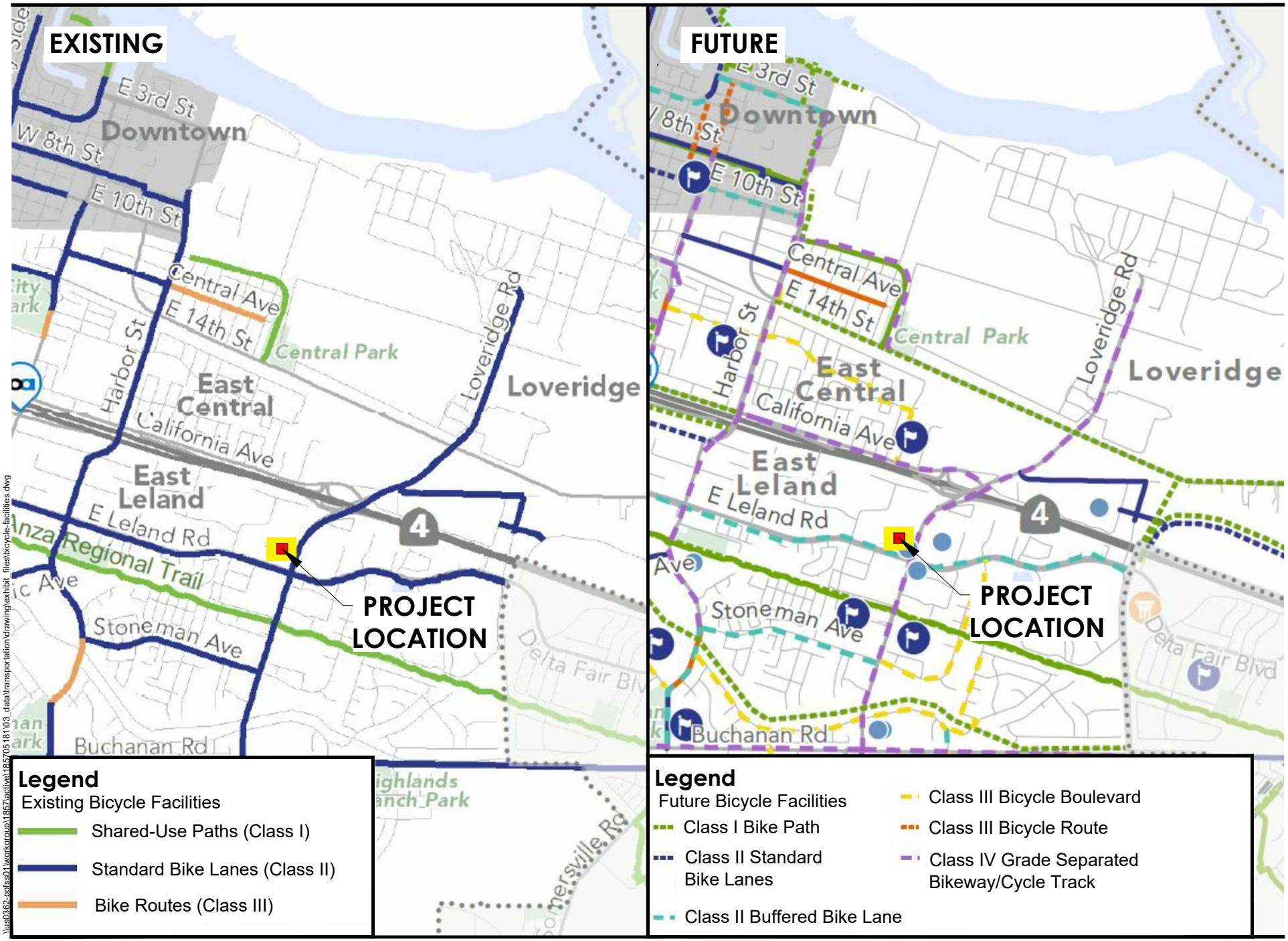

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Source: Pittsburg Moves Active Transportation Plan

Figure 3.17-3

Existing and Future Bicycle Facilities

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Existing sidewalks facilitate pedestrian movements. There are existing sidewalks adjacent to the project site along Loveridge Road, and these facilities, along with pedestrian crosswalks at both the northerly and southerly adjacent intersections, provide access to a nearby shopping center approximately 100 feet east of the project site. Sidewalks also provide pedestrian access to several transit stops, including one directly adjacent to the project site.

The Pittsburg Moves Active Transportation Plan also identifies a proposed controlled crosswalk enhancement at Loveridge Road and the SR 4 ramps to improve pedestrian safety near the project site.

The project would construct sidewalk improvements for pedestrian access along Loveridge Road and throughout the project site. The project would not block, remove, or create barriers for pedestrians or bicyclists.

RTP/SCS and General Plan Consistency

The Plan Bay Area 2040 is the long-range Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS) for the nine-county San Francisco Bay Area. The RTP/SCS is prepared by the Metropolitan Transportation Commission and the Association of Bay Area Governments (ABAG) to guide the development of mass transit, highway, airport, seaport, railroad, bicycle, and pedestrian facilities.

Per California state and federal law, the RTP/SCS is to be updated at least every 4 years to reflect changes to funding opportunities and respond to growth. Plan Bay Area 2050, an update to the RTP/SCS, is currently in progress. The preparation of the Final Bay Area 2040 RTP/SCS included an extensive public outreach program where members of the public and member agencies were engaged to provide input to the RTP/SCS. In addition, an environmental impact report was prepared and certified and the comment period allowed for members of the public and member agencies to review and comment on the RTP/SCS assumptions.

The City is within the ABAG planning area and the General Plan assumptions would have been considered and included in the RTP/SCS. Specifically, the RTP/SCS utilizes local jurisdictions' forecasted socioeconomic demographic growth (e.g., growth in population, housing, and employment). The project would amend the General Plan designation for the parcel from Business Commercial to Community Commercial. The parcel would remain a non-residential employment use and, given the size of the hotel, would not increase citywide employment forecasts when compared to a general office use. Therefore, the project would be consistent with the General Plan forecasts and would be consistent with the RTP/SCS.

Listed below are relevant policies and from the General Plan:

- **Policy 2-P-6.** Ensure provision of community amenities within planned development projects, including parks and recreation facilities, streetscaping and pedestrian paths, transit facilities, parking areas, and public safety facilities. Ensure construction of amenities at a time that is in balance with the needs of the development.
- **Policy 7-P-2.** Use the adopted Regional and Local Transportation Impact Mitigation Fee ordinances to ensure that all new development pays an equitable pro-rata share of the cost of transportation

improvements. Review the Traffic Impact Mitigation Fee schedule annually and update every 5 years at a minimum.

- **Policy 7-P-3.** Review and update the City's Engineering Design Standards for each functional roadway classification.
- **Policy 7-P-4.** Require that all traffic studies be conducted by professional transportation consultants selected by the Planning and Building and Engineering Departments, with the City acting as the lead agency. Ensure that all costs associated with the traffic study are paid by the applicant.
- **Policy 7-P-5.** Apply for federal Congestion Mitigation Air Quality grant funding, designed to improve air quality through roadway improvement projects.
- **Policy 7-P-11.** Maximize the carrying capacity of arterial roadways by controlling the number of intersections and driveways, minimizing residential access, implementing Transportation Systems Management measures, and requiring sufficient on-site parking to meet the needs of each project.
- **Policy 7-P-15.** Support Caltrans' planned improvements to the Railroad Avenue and Loveridge Road interchanges in conjunction with SR 4 widening projects. Work with federal, state, and regional authorities to ensure timely completion of these projects needed to adequately serve local circulation needs.

Listed below are relevant policies and from the Pittsburg Moves Active Transportation Plan Final Draft:

- **Goal 1, Policy 2.** Utilize Contra Costa Transit Authority's (CCTA's) VMT Analysis Methodology for Land Use Projects in Contra Costa for evaluating VMT impacts.
- **Goal 1, Policy 5.** As part of design review, require bicycle amenities such as short- and long-term bicycle parking, bicycle repair stations, showers, and changing rooms with personal effects lockers when appropriate.
- **Goal 1, Policy 6.** Ensure that parking areas are designed to facilitate safe bicycle pedestrian access between parking spaces, sidewalks, and building entrances.

Project Construction

The project would result in temporary construction activity with no ongoing operational changes to traffic generation or traffic patterns. A discussion on the project's construction is provided in Section 2.3.

3.17.2 Methodology

Senate Bill (SB 743) and Vehicle Miles Traveled

Originally signed by the Governor in 2013, SB 743 requires the Governor's Office of Planning and Research (OPR) to identify new metrics for the identification of transportation-related impacts within CEQA. On December 28, 2018, regulatory changes to the CEQA Guidelines that implement SB 743 were

approved, establishing VMT as the new metric for transportation analysis. Within CEQA, a project's effect on vehicle delay shall not constitute a significant transportation impact (Section 15064.3(a)). Thresholds for determining a project's significant transportation impact shall be pursuant to section 15064.3 of the state CEQA Guidelines. OPR released a Technical Advisory that contains recommendations for assessing VMT, thresholds of significance, and mitigation measures. On July 1, 2020, statewide implementation occurred.

In response to the change, the City has elected to utilize CCTA draft methodology for the interim. CCTA's draft methodology is outlined in CCTA's Draft VMT Analysis Methodology for Land Use projects in Contra Costa Technical Memorandum, July 9, 2020. This preference is noted in the 2020 Pittsburg Moves Active Transportation Plan. At the time of this analysis, CCTA has not finalized their VMT Analysis Methodology and is in the process of publishing additional resources, materials, and guidelines (i.e., screening criteria and significance thresholds) for local agencies to utilize. Therefore, this VMT analysis has been prepared in accordance with CCTA's draft methodology, OPR's Technical Advisory, and through consultation with CCTA staff. In February 2021, Stantec obtained year 2020 VMT statistics for the project area, average VMT baselines, and corresponding significance thresholds that would be associated with the upcoming CCTA VMT guidance.

CCTA draft VMT Methodology established screening criteria to screen projects from a full project-level assessment, consistent with OPR's Technical Advisory recommendations. The screening criteria considers a project's location in a transit priority area, a project's location in a low VMT area, a project's type, and a project's size. If a project meets one of the screening criteria, the project is presumed to have a less than significant impact on transportation and a full VMT analysis is not required. This screening criteria is summarized in Table 3.17-1.

Table 3.17-1: Screening Criteria

Category	Criteria/Screening	Threshold	Does Project Meet Criteria?
Transit Priority Area (TPA) Screening	Projects within 0.5 mile of a major transit stop or a stop located along a high-quality transit corridor generally reduce VMT and therefore can be screened out from completing a full VMT analysis.	If the project is within 0.5 mile of a major or high-quality transit stop/corridor, the project is assumed to have a less than significant impact. The project should generally also meet the following criteria: • FAR >= 0.75 • Not provide more parking than required by County • Be consistent with the regional SCS • Not replace existing affordable units with a smaller number of moderate to high-income units	No
Low VMT Area Screening	Residential and employment-generating projects within a low-VMT generating area of the city may be presumed to have a less than significant impact, can be screened out from completing a full VMT analysis.	For employment-generating projects: Cities and unincorporated portions of CCTA's five subregions that have existing home-work VMT per worker that is 85% or less of the existing regional average.	No

Category	Criteria/Screening	Threshold	Does Project Meet Criteria?
Small Projects	Small projects can be presumed to cause a less-than-significant VMT impact.	A project is considered to be a small project if it meets one or more of the following criteria: • Project has 10,000 square feet or less of non-residential space or 20 residential units or less • Project generates less than 834 VMT per day	No
Local-Serving Uses	Projects that consist of Local-Serving Uses can generally be presumed to have less-than-significant impact absent substantial evidence to the contrary.	A local-serving project without substantial evidence of a significant impact. Per CCTA's draft methodology, projects that would primarily draw users and customers from a relatively small geographic area that would lead to short-distance trips and trips that are linked to other destinations.	Yes

Source:
Contra Costa Transportation Authority. Technical Memorandum VMT Analysis Methodology for Land Use Projects in Contra Costa, GMTF Review Draft. July 9, 2020.
Governor's Office of Planning and Research. State of California. Technical Advisory on Evaluating Transportation Impacts in CEQA. December 2018.

Transit Priority Area (TPA) Screening: The project is not located in a TPA. While the site is serviced by four bus routes and has up to 15 bus stops within a 0.5-mile walk, the existing bus headways are greater than 15 minutes and would therefore not meet the criteria.

Low VMT Area Screening: VMT statistics were obtained from CCTA. Based on correspondence with CCTA staff, CCTA states that for screening purposes, developments may assume the project's VMT output would be similar in nature to the existing Citywide VMT per worker. The threshold for screening projects out from further VMT analysis is VMT per employee at 15 percent below the regional average (i.e., Bay Area region VMT per worker), in other words, 85 percent of the regional average. The Citywide VMT per worker is 13.6. The average Bay Area region VMT per worker is 15.6. When a 15 percent reduction is applied to the average Bay Area VMT per worker, the significance threshold is 13.2 VMT per worker. Since the Citywide VMT per worker of 13.6 is greater than regional VMT per worker of 13.2, the project is not considered to be in a low VMT area and does not meet the low VMT area screening criteria.

Small Projects Screening: The project is greater than 10,000 square feet of non-residential space and would therefore generate more VMT than CCTA's recommended threshold. OPR's Technical Advisory utilizes a threshold of 110 daily trips for small projects. Table 3.17-2 summarizes the project's estimated trip generation.

As shown in Table 3.17-2, the project would generate approximately 513 daily trips, which is greater than OPR's Technical Advisory threshold of 110 daily trips. Therefore, the project does not meet the small project screening criteria.

Table 3.17-2: Project Trip Generation

Category	Amount	Units	AM Peak Hour			PM Peak Hour			ADT
			In	Out	Total	In	Out	Total	
Trip Rates									
All Suites Hotel	--	Rooms	0.18	0.16	0.34	0.17	0.19	0.36	4.46
Trip Generation									
All Suites Hotel	115	Rooms	21	18	39	20	22	42	513
Total			**21**	**18**	**39**	**20**	**22**	**42**	**513**

Notes: Institute of Transportation Engineers Trip Generation Handbook 10th Edition, Land Use Code 311.

Local Serving Use: The project would be a local-serving use as discussed in Section 3.17.3. Note that a hotel use is not directly addressed in OPR's Technical Advisory or CCTA's Draft Methodology; therefore, multiple methodologies were considered to determine the appropriate criteria, metrics, and thresholds appropriate for this analysis. Several agencies throughout California have adopted a hotel use (a non-destination hotel) as a local-serving use. CCTA staff was consulted and provided guidance on different methodologies, one of which is the hotel being a local-serving use.

3.17.3 Environmental Impact Analysis

This section discusses potential impacts to recreation associated with the proposed project and provides mitigation measures where necessary.

Impact TRANS-1 Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

Impact Analysis
The project does not conflict with the General Plan, any program plan, ordinance, or policy addressing the circulation system. The project does not propose to amend or adjust roadway classifications, roadway network, transit routes, or bicycle network as identified under the environmental setting (i.e., existing conditions) and future conditions as identified in the General Plan.

The project would enhance the pedestrian experience along Loveridge Road and throughout the project site with new curbs, gutters, sidewalks, signing, lighting, and striping.

During construction, existing bicycle facilities in the project area would not be affected by project-related construction activity except for limited circumstances. Therefore, the project construction would not cause a conflict with a program plan, ordinance, or policy related to the circulation system, including transit, roadway, bicycle, and pedestrian facilities and the project would have a less than significant impact.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact TRANS-2	**Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?**

Impact Analysis
The project's VMT was evaluated using the screening criteria per CCTA's draft methodology and the project meets the criteria of a local-serving use.

To determine if the project is a local-serving use, the following project characteristics are considered:

- The project's location (i.e., infill versus outskirt development)
- Type of hotel and reason for guest stay (i.e., general hotel, all-suites hotel, resort hotel, etc.)
- The availability of similar hotel facilities within the City
- The surrounding land uses (i.e., walkable to dining, shopping, employment, etc.)

Project Location

The project site is currently vacant with developed parcels immediately north, south, east, and west of the site. The majority of land within a 1-mile radius is developed. Therefore, the project can be categorized as an infill development. Generally, infill projects are anticipated to lead to short-distance trips and reduced VMT in comparison to developments on the outskirt of the City due to its high accessibility to other destinations. Therefore, the project location is consistent with the characteristics of a local-serving use as described in CCTA's screening criteria.

Hotel Type and Reason for Guest Visit

Hotels are typically categorized by the room type, amenities provided, and common reason for guest stay. The ITE Trip Generation Handbook utilizes categories such as a general hotel, business hotel, all-suites hotel, resort hotel, and motel. The general hotel category includes facilities such as restaurants, cocktail lounges, meeting and banquet/convention facilities, recreational facilities, and retail/service shops. An all-suites hotel typically includes a restaurant and lounge, small meeting space, and rooms include a sitting room separate from the bedroom. A business hotel is aimed at the business traveler but also accommodates recreational travelers and includes breakfast buffets, provides fewer supporting facilities in comparison to hotels and suite hotels, and are usually smaller in size. A motel often includes a restaurant and does not provide supporting facilities. Lastly a resort hotel includes restaurants, cocktail lounges, retail shops, and guest services and caters to tourist and vacation industry by providing a wide variety of amenities and programs. Based on the descriptions provided from the ITE Trip Generation Handbook, the project is best characterized as an all-suites hotel with hotel guests that are typically in

town to visit family, business, or on their way to another destination. The project would generate a small/negligible amount of employee trips but is not anticipated to generate guest trips as a unique destination of its own. Rather, the hotel would serve as a convenient place to stay while in town and trips can be presumed to remain short-distance trips and trips that are linked to other destinations. Therefore, the project hotel type and reason for guests' visits would meet the characteristics of a local-serving use as described in CCTA's screening criteria.

Hotel Availability

The City currently has one hotel (Hampton Inn & Suites) and three motels in the vicinity of the project site. The existing hotel is located approximately 0.5 mile north of the proposed project site, demonstrating an existing need/demand for local hotel facilities in the area. If the existing hotel is fully occupied, the nearest comparable hotels are located in the City of Antioch, approximately 2 miles east from the project site (see Figure 3.17-4 for locations). The project would provide a place for visitors to stay in the City, reducing the length of travel when compared to the distance if required to stay at a hotel in the City of Antioch. Therefore, based on the availability of comparable hotels in the area, the project meets the characteristics of a local-serving use as described in CCTA's screening criteria.

Surrounding Land Uses

The project site is located in an ideal location with easy (walking) access to dining, shopping, and business. North of the site are industrial/employment uses. West of the site are high-density residential and industrial/employment uses. South of the site are high-density residential apartments, commercial businesses, and a restaurant. East of the site is a large commercial center anchored with a Walmart store and numerous dining, retail, and service shops. Guests staying at the hotel would be able to easily walk to these destinations, reducing VMT when compared to a hotel that does not have these surrounding land uses. Therefore, based on the surrounding land uses, the project meets the characteristics of a local-serving use as described in CCTA's screening criteria.

Conclusion

The project meets the screening criteria for a local-serving use. The project location, hotel type, availability of comparable hotels in the City, and surrounding walkable land uses is anticipated to reduce vehicle trip lengths and could replace vehicle trips with walking trips. Therefore, the project meets the characteristics of a local-serving use as described in CCTA's screening criteria and is presumed to have a less than significant impact on VMT. Since the project would have a less than significant impact at the project level, the project would have a less than significant impact at the cumulative level per CCTA's draft methodology and OPR's Technical Advisory.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact TRANS-3	**Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?**

The project would not substantially increase hazards due to a geometric design feature or incompatible uses. The project would construct two 26-foot-wide site access driveways along the northeast and southeast ends of the project site. The northerly driveway would connect directly to Loveridge Road, and the southerly driveway would connect to an existing driveway with direct access to Loveridge Road. Vehicles would be able to enter and exit the project from either driveway. The project would construct these site access driveways in accordance with City design standards. Driveway designs are to be reviewed and approved by the City Engineering Division. Final construction is also dependent upon inspection and approval by the City Engineering Division.

During construction, traffic management plans would be implemented to ensure the safety of roadway users accessing Loveridge Road. The project would comply with the City's Traffic Control Plan Requirements for work area traffic control for work performed in the City's right-of-way.

There would be no incompatible uses introduced to the project area that could cause vehicle conflicts (e.g., farm equipment). Therefore, the project would not substantially increase hazards due to a geometric design feature or incompatible uses, and the impacts would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

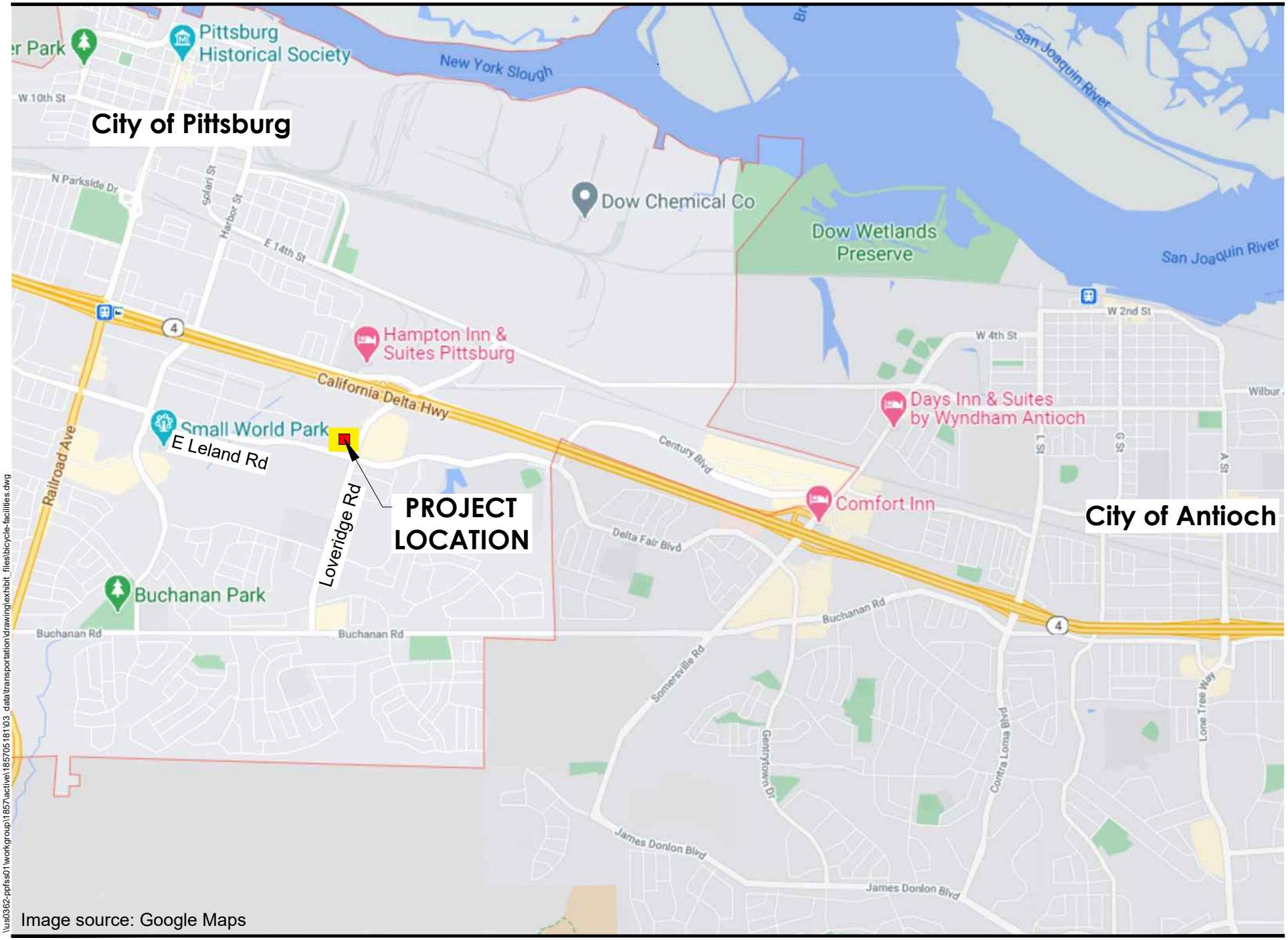

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Figure 3.17-4

Project in Relation to Comparable Hotels

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Impact TRANS-4 Result in inadequate emergency access?

The project would not result in inadequate emergency access. Development of the project site would not alter or impede emergency response routes or plans set in place by the City.

The project driveways are designed to comply with turning radius requirements for emergency vehicles and would not cause hazardous driving conditions. The project's detailed design would be completed in compliance with California Fire Code requirements and not impair emergency vehicle access in the vicinity of the project during construction and in ongoing operation. Compliance with the California Fire and Building Codes would be mandated through the plan check and approval process. This process would also ensure that adequate access for emergency services is provided and the City's emergency operations plan would be upheld during construction. The project would not result in inadequate emergency access and there would be no impact.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

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3.18 TRIBAL CULTURAL RESOURCES

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined by Public Resources Code section 21047 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☒	☐	☐
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐

3.18.1 Environmental Setting

This section describes potential tribal cultural resources in the project site, defined as the project site and a 0.25-mile radius around the project site, and evaluates potential impacts to these resources from the construction and operation of project facilities. Under CEQA, local tribes and tribal representatives are the authority for identifying tribal cultural resources.

AB 52

AB 52 mandates consideration of Native American culture as part of the CEQA process. The goal of AB 52 is to promote involvement of California Native American tribes in the decision-making process when it comes to identifying resources of importance to their cultures and developing mitigation for impacts to these resources. To reach this goal, AB 52 establishes a formal role for tribes in the CEQA process. CEQA lead agencies are required to consult with tribes about potential tribal cultural resources in the project site, the potential significance of project impacts, the development of project alternatives, and the type of environmental document that should be prepared. AB 52 specifically states that a project that may

cause a substantial adverse change in the significance of a tribal cultural resource may have a significant effect on the environment.

Ethnographic Context

The project is within the traditional tribal territory of the Bay Miwok, or *Saclan*, one of the five linguistic divisions of Eastern Miwok peoples (Levy 1978; Kroeber 1925; Map 1). Linguistic evidence suggests that the Eastern Miwok have inhabited the region for a long period of time, perhaps as early as the Middle Horizon of California prehistory (4,000 to 1,500 year before present) (Levy 1978; Breschini 1983). Around the time of European contact, the Bay Miwok occupied the eastern portions of Contra Costa County from Walnut Creek to the Sacramento-San Joaquin Delta (Levy 1978).

The foremost political unit of the Bay Miwok was the tribelet, an independent nation with defined geographical boundaries. Within their territory, each tribelet occupied one or more semi-permanent settlements and several seasonally occupied camps. Members of the tribelet moved between camps to fish, hunt, and gather resources as they became locally available (Levy 1978). The closest ethnographic village is *Chupcan*, which is over 4.5 miles south/southeast of the project site; however, knowledge of individual tribelets and settlement locations is fragmentary due to rapid depopulation and relocation occurring throughout the 19th century (Levy 1978).

Within villages and camps, Miwok structures at lower elevations usually consisted of conical wood pole frames thatched with brush, grass, or tules (*Schoenoplectus acutus* and *californicus*). Larger semisubterranean and circular brush structures were also constructed for communal use at village sites, and granaries were built for the storage of gathered food, primarily acorns from several types of oak (*Quercus spp.*) (Levy 1978). The Bay Miwok also collected buckeye (*Aesculus californica*), hazelnut (*Corylus cornuta*), and pine nuts from digger pine (*Pinus sabiniana*) and sugar pine (*Pinus lambertiana*). A wide variety of seeds were also collected when available. Important terrestrial animal foods included mule deer (*Oedocoileus hemionus*), tule elk (*Cervuus nannodes*), and pronghorn antelope (*Antilocapra americana*). Salmon and trout (*Oncorhynchus spp.*), sturgeon (*Acipenser transmontanus*), and lamprey (*Lampetra tridentata*) were also important food species for all divisions of the Eastern Miwok (Levy 1978) and would have been especially important for indigenous peoples in the vicinity of the project site due to local environmental conditions and the proximity of wetlands (Tang 2009).

After initial contacts with Spanish explorers, the Bay Miwok were among the first indigenous people to be gathered into the Spanish missions. Subsequent influxes of Euro-Americans drove many of the remaining native inhabitants to hide in the delta, and later conflicts ended with the confiscation of Miwok lands by the United States government. Miwok populations, estimated to have been around 19,500 in 1808, rapidly declined to around 670 by 1910 (Cook 1943).

3.18.2 Methodology

To identify tribal cultural resources, Stantec prepared a cultural resources assessment (Appendix C) and the City completed AB 52 consultations. Available literature obtained through a record search performed at the NWIC of CHRIS was consulted for background information, ethnographical information, and to

identify any previously recorded archaeological tribal resources in the project site. A Stantec archaeologist performed a pedestrian survey of the project site to identify any potential archaeological cultural resources present in the project site that had not been recorded during previous studies.

Stantec also contacted the NAHC on January 14, 2021, to request a search of the Sacred Lands File for tribal cultural resources in the project site. A search of the NAHC Sacred Lands File was completed on January 26, 2021, and there was no indication of the presence of Native American cultural resources in the project site.

AB 52 Consultation Results

Under AB 52, the City is responsible for conducting AB 52 tribal outreach by sending a letter to tribes that have previously expressed an interest in participation by written request. Pursuant to the statute, tribes are required to respond in writing within 30 days.

On January 11, 2021, the City mailed letters to all tribes who requested to be consulted on City projects under AB 52. Follow-up phone calls were made to these tribes on January 25, 2021. The tribes contacted are listed below:

- Amah Mutsun Tribal Band of Mission San Juan Bautista
- The Confederated Villages of Lisjan
- Guidiville Indian Rancheria
- Indian Canyon Mutsun Band of Costanoan
- Muwekma Ohlo North Valley Yokuts Tribene Indian Tribe of the SF Bay Area
- The Ohlone Indian Tribe
- Wilton Rancheria

On January 13, 2021, the Confederated Villages of Lisjan requested the NWIC cultural resource records search results and NAHC Sacred Lands File results. These results were sent to the Confederated Villages of Lisjan. After review of these materials, the Confederated Villages of Lisjan did not have any further comment on the project but requested to be contacted should there be any inadvertent finds during project construction. On February 3, 2021, the Wilton Rancheria sent an email stating they had no concerns on this project but asked if an inadvertent discovery occurs during construction that the tribe be notified. The other tribes contacted either did not respond or did not have any concerns with the proposed project. An AB 52 correspondence record can be found in Appendix C.

3.18.3 Environmental Impact Analysis

This section discusses potential impacts on tribal cultural resources associated with the proposed project and provides mitigation measures where necessary.

Impact TRIB-1 Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to California Native American tribe, and that is:

a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or

b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Impact Analysis

No known tribal cultural resources were identified in the project site or within 0.25 mile of it during the archival records search and literature review performed as part of the cultural resources inventory. A field survey of the project site did not identify any archaeological tribal resources in the project site. As discussed above, a search of the NAHC Sacred Lands File did not indicate the presence of Native American cultural resources in the project site. Tribes contacted as part of the AB 52 consultations either did not respond or did not have any concerns with the proposed project.

However, subsurface construction activities associated with the proposed project could potentially damage or destroy previously undiscovered unique tribal cultural resources. The proposed project would incorporate Mitigation Measure CUL-1, which requires implementation of standard inadvertent discovery procedures to reduce potential impacts to previously undiscovered subsurface unique tribal cultural resources. Additionally, if previously undiscovered human burial sites are found on the project site, the proposed project would be required to implement Mitigation Measure CUL-2. With implementation of Mitigation Measures CUL-1 and CUL-2, potential impacts to tribal cultural resources would be reduced to a less than significant level.

Level of Significance Before Mitigation

Potentially Significant Impact.

Mitigation Measures

Mitigation Measures CUL-1 and CUL-2 are required.

Level of Significance After Mitigation

Less Than Significant Impact with Mitigation.

3.19 UTILITIES AND SERVICE SYSTEMS

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
c) Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

3.19.1 Environmental Setting

Wastewater Collection/Treatment

City wastewater is collected and treated at the Delta Diablo Wastewater Treatment Plant (WWTP), which is operated by the Delta Diablo Sanitation District (DDSD). The DDSD owns and operates regional interceptors and the sewage treatment plant located north of the Pittsburg-Antioch Highway. Wastewater from developments south of SR4 enters the DDSD interceptor system on Pittsburg-Antioch Highway (City of Pittsburg 2001). According to the City's Urban Water Management Plan (UWMP) in 2015, Delta Diablo collected 14,169 AF of wastewater, with approximately 49 percent of the treated wastewater used for recycled supply for various uses. The remaining treated wastewater is disposed of through a river outfall into the Delta at New York Slough. DDSD does not have wastewater flows broken down by City for its service area; therefore, it is impossible to report volumes of wastewater treated for Pittsburg alone. In 2015, the WWTP had an average dry weather capacity of 19.5 million gallons per day (mgd). Delta Diablo is anticipating an increase in the capacity of its WWTP to 25.3 mgd at full-service area built-out.

The proposed project would connect to the existing 18-inch wastewater main in Loveridge Road. All sewer distribution improvements would be constructed and designed in accordance with the City's Sewer Standard Details and Specifications, and Sewer Design Standards.

Stormwater Management

The City's drainage system is comprised primarily of channelized creeks fed by groundwater, surface runoff, and underground storm drains. Stormwater from the City flows directly to the San Joaquin River and Delta without treatment. The City does not have any stormwater recovery systems nor use stormwater as part of its potable or non-potable supply systems (City of Pittsburg 2016).

The Clean Water Act prohibits the discharge of pollutants to navigable waters from a point source unless authorized by an NPDES permit. The SWRCB is responsible for issuing NPDES permits to cities and counties through RWQCBs. The City is part of the Contra Costa Clean Water Program (Contra Costa Permittees) and is subject to Municipal Regional Stormwater NPDES Permit No. CAS612008. The City is also subject to Chapter 13.28 of the Municipal Code, Stormwater Management and Discharge Control, which is intended to protect and enhance the water quality in the City's watercourses pursuant to, and consistent with, the Porter-Cologne Water Quality Control Act and the Federal Clean Water Act. Every application for a development project is required to create and implement a stormwater control plan that meets the criteria of the Contra Costa Clean Water Program Stormwater Section C.3 Guidebook.

The project would convey the onsite storm water to the localized low point at the northwest corner of the proposed parcel via a an 18-inch storm drainpipe. The 18-inch storm drainpipe would connect to an existing 18-inch storm drain which connects to an existing 24-inch storm drainpipe that eventually sheet flows on Loveridge Road flowing north to the inlet at the northwesterly side of Loveridge just before the highway 4 offramp.

The proposed project would create approximately 69,400 square feet of impervious surface; it would also include approximately 27,500 square feet of pervious surface consisting of landscaping and a bioretention basin along the project site boundary. The bioretention basin would collect impervious surface runoff prior to entering the piped storm drain system.

Water Supply

Pittsburg obtains raw water from the CCWD, through the CVP. The primary source of water for residents of the CCWD is the Sacramento-San Joaquin Delta. CCWD has a contract with the USBR for 195,000 AFY of CVP water. The City also supplements its CCWD water supply with two wells that extract groundwater from the Pittsburg Plain Groundwater Basin. The total amount of water pumped by the City from the Pittsburg Plain Groundwater Basin in 2015 was 1,180 AFY. The City operates its own water treatment plant and associated infrastructure. The Pittsburg treatment plant currently operates at 16 to 18 mgd for City accounts. Although it is restricted to 24 mgd by state Health Department permitting and stringent water quality regulations, the plant has hydraulic design capacity of 32 mgd. Treated water is distributed throughout Pittsburg via a 122-mile system of pipeline, in addition to several pump stations and seven reservoirs (City of Pittsburg 2001). Recycled water is also used within the City for industrial

and irrigation purposes. In 2015, total recycled water use was 7,060 AF, with 449 AF used for irrigation purposes and 6,611 AF for industrial uses (City of Pittsburg 2016).

The City's 2015 UWMP calculates the past, current, and projected water use and water supply through 2040. The City's potable and raw water demand for 2015 was 8,772 AFY, which equates to a daily per capita water use of 116 gallons per capita per day. In addition, there was a demand for 6,657 AFY for recycled water, which equates to a total water demand of 15,329 AFY. The City's 2015 UWMP projects that there would be a demand of 13,017 AFY of potable and raw water as well as 6,757 demand of recycled water, totaling 19,774 AFY. The City obtains 85 to 95 percent of its water supply from CCWD pursuant to a contractual arrangement allowing the City to obtain such quantity of water as is necessary to meet its needs, subject to rationing restrictions in the event of drought or other extraordinary circumstances. CCWD's future supply projections indicate adequate availability of surface water sources delivered through its contract with the USBR, along with other available sources and short-term purchases under normal conditions (City of Pittsburg 2016).

Solid Waste

Solid waste pickup and disposal for Pittsburg is provided by Pittsburg Disposal Services (PDS). Residential and commercial solid waste is disposed at Potrero Hills Landfill, located east of Suisun City, while non-recyclable industrial waste is transported to Keller Canyon Landfill, located southeast of City limits within the Planning Area. A voluntary curbside recycling program is in place in Pittsburg and is operated by PDS. Recyclables are picked up once a week along with regular waste, and then processed at a facility owned by PDS. In addition, yard waste collection services are provided every other week (City of Pittsburg 2001).

The California Department of Resources Recycling and Recovery (CalRecycle) has allocated to the City a population-based disposal rate target of 6.7 pounds of waste per person per day for residents and employment-based target of 40.0. As of 2019, the City's population-based disposal rate was 6.2 pounds per person per day and the employment-based rate was 29.5, which is below the CalRecycle target (CalRecycle 2019a).

According to CalRecycle, the maximum permitted throughput at Potrero Hills Landfill is 4,330 tons per day. The total capacity of the landfill is 83.1 million cubic yards. The landfill currently has 13.9 million cubic yards of capacity remaining and is projected to cease operation by 2048 (CalRecycle 2019b).

Electric Power and Natural Gas

PG&E provides electric power and natural gas services to the City.

3.19.2 Methodology

The following analysis is based on a review of documents pertaining to the project site, including the General Plan. The following impact discussions consider the impacts of the proposed project related to utilities and service systems in the City.

3.19.3 Environmental Impact Analysis

This section discusses potential impacts related to utilities and service systems associated with the proposed project and provides mitigation measures where necessary.

Impact UTIL-1	**Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?**

Impact Analysis

Wastewater Treatment

The proposed hotel would include 115 guest rooms and provide onsite guest amenities, including an outdoor swimming pool, fitness room, and dining/community gathering room. The proposed project would also include 119 onsite surface parking spaces, approximately 27,500 square feet of landscaping, and installation of utilities.

The proposed project would connect to the existing 18-inch wastewater main running west to east within an easement across the existing commercial portion of the parcel to the north, which will be separated into an additional parcel separate from the proposed hotel site as a part of the development. All sewer distribution improvements would be constructed and designed in accordance with the City's Sewer Standard Details and Specifications, and Sewer Design Standards. The proposed project is expected to generate approximately 25,488 gpd (0.025 mgd) of peak wastewater flow. The project site is zoned for development in the General Plan and the proposed project would result in a less intensive use upon approval of zone change from Industrial Park to Community Commercial. While the project is not anticipated to require additional wastewater main capacity, if additional wastewater main capacity is necessary beyond the existing 18-inch wastewater main, another wastewater line is located to the south of the project and, if needed, could provide additional capacity via a split flow between the two existing wastewater mains. Therefore, existing wastewater main infrastructure have sufficient capacity and no off-site improvements are required prior to development.

Wastewater generated by the proposed project would be treated by the Delta Diablo WWTP. According to the Delta Diablo Brochure written in 2017, Delta Diablo's average daily wastewater flow was 13.5 mgd; the plant is permitted to treat up to 19.5 mgd (Delta Diablo 2017). The DDSD has adopted a district Master Plan that includes phased treatment plant expansion to ultimately provide 24.0 mgd capacity in order to accommodate General Plan buildout for the communities of Pittsburg, Antioch, and unincorporated Bay Point (City of Pittsburg 2001).

The proposed project estimated wastewater generation would represent less than 1 percent of the Delta Diablo WWTP's capacity and would allow the facility to continue to operate at its current flow rate. Therefore, the available capacity of the WWTP would accommodate the wastewater treatment requirements of the proposed project. In addition, the proposed project would be required to pay a sewer service charge under Chapter 13.24 of the Municipal Code. This fee would be used by the City to finance

the construction, rehabilitation, improvement, repair, or replacement of any portion of the City's sewer system. Payment of the fee, as well as implementation of the City's Sewer Standard Details and Specifications, and Sewer Design Standards, would mitigate impacts to wastewater treatment. The proposed project would not require or result in the relocation or construction of new or expanded wastewater treatment facilities and the impacts would be less than significant.

Water Treatment

The proposed project would connect to the existing 18-inch service main on Loveridge Road. The proposed project is expected to generate a peak water demand of approximately 26,222 gpd (0.026 mgd). All water for the proposed project would be provide by the City.

The 2015 UWMP analyzed the water demand for the City through the year 2040 and determined that CCWD would be able to meet 100 percent of the City's projected demands for purchased water. The UWMP has calculated that during normal year conditions, the projected demand totals for water supply would be less than projected available supply, which would lead to an adequate amount of water needed to serve project buildout. The General Plan estimated that in 2020 at full build-out, the average daily demand for water would be 16.8 mgd with a total demand of 6,132 million gallons per year. The proposed project would generate a total peak water demand of 0.025 mgd, which would be less than 1 percent of the build-out demand. The project site is already contemplated for development in the General Plan buildout. In addition, the proposed project would result in a less intensive use as a community commercial zoning instead of an industrial use zoning. Therefore, it is reasonable to assume that the City's water demand projections through 2040 have adequate supplies to serve the proposed project. Moreover, water system installation for the project site would be designed and constructed in accordance with CCWD and the City's specifications and the California Green Building Standards Code. The applicant would also pay any fees associated with installation of a new water system. Chapter 13.10 of the Municipal Code requires the payment of the CCWD's Facilities Reserve Charge for any new water meters installed. The proposed project would not require or result in the relocation or construction of new or expanded water treatment facilities and the impacts would be less than significant.

Stormwater Drainage

The project would convey the onsite storm water to the localized low point at the northwest corner of the proposed parcel via a an 18-inch storm drainpipe. The 18-inch storm drainpipe would connect to an existing 18-inch storm drain which connects to an existing 24-inch storm drainpipe that eventually sheet flows on Loveridge Road flowing north to the inlet at the northwesterly side of Loveridge just before the highway 4 offramp. The proposed project would create approximately 69,400 square feet of new impervious surface; it would also include approximately 27,500 square feet of pervious surface consisting of landscaping and a bioretention basin along the project site boundary. The bioretention basin would collect impervious surface runoff prior to entering the piped storm drain system.

The proposed storm drainage improvements would be designed and constructed in accordance with the City's specifications. The proposed project would be subject to Chapter 13.28 of the Municipal Code requiring compliance with the City's NPDES Permit and regulations set by the City to protect and enhance the water quality in the City's watercourses pursuant to and consistent with the Federal Clean

Water Act and the Porter-Cologne Water Quality Act. Implementation and compliance with all City regulations and construction of a bioretention basin along the project boundary would offset the demand on the City's stormwater drainage facilities and would not require the construction of new or expanded storm drainage facilities. Therefore, impacts to stormwater facilities would be less than significant.

Electric Power and Natural Gas

PG&E is the electric and natural gas provider to the City. As part of the proposed project, electrical and gas connections would be made with existing facilities located onsite. The proposed project and future development would be subject to more stringent energy efficiency standards through updates of the California Green Building Code and Title 24. No new expanded facilities would be required for electric and natural gas facilities that could potentially cause a significant environmental impact. Therefore, impacts to electric power and natural gas facilities would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact UTIL-2	**Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?**

Impact Analysis
The City's 2015 UWMP calculates the past, current, and projected water use and water supply through 2040. The 2015 UWMP calculated the City's 2015 available water supply was 15,428 AFY and calculated the projected water supply available in 2040 to be 21,117 AFY. Based on these calculations, CCWD estimates that it can meet 100 percent of the City's projected water demands in normal years. The UWMP also calculates the water availability during dry and multiple dry years. During single dry years, it is projected that there would be a surplus of supply through 2040. When comparing total supply available in multiple dry years to projected demand totals, the third year of the multiple dry year period in 2035 and 2040 is the first time the City is expected to see a supply deficit. However, for this analysis the groundwater supply has been assumed to be at the average 1,343 AFY of groundwater extraction between 1993 and 2015. However, the maximum annual extraction in this period was 2,092 AF in 2008, so additional groundwater could be used to account for supply deficits in multiple dry years (City of Pittsburg 2016).

The City and CCWD have demonstrated in recent years that, during extended dry periods, they can address deficits by reducing demand in their service areas. One way the City has addressed potential deficits is by developing a water shortage contingency plan that would be implemented during declared water shortages. This plan includes voluntary and mandatory rationing during water supply shortages as well as consumption reduction methods and penalties and charges for violation of regulations and

restriction on water use (City of Pittsburg 2016). The UWMP has estimated that the City would have sufficient water supplies available to serve the proposed project and reasonably foreseeable future developments during normal, dry, and multiple dry years. Therefore, there would be a less than significant impact.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact UTIL-3	**Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?**

Impact Analysis
Wastewater generated by the proposed project would be treated at the Delta Diablo WWTP. The average dry weather capacity at WWTP when the 2015 UWMP was created was at 19.5 mgd. However, Delta Diablo's average daily wastewater treatment flow was only 13.5 mgd in 2016, which is below the permitted capacity. Delta Diablo anticipates an increase in the capacity of its WWTP to 25.3 mgd at full-service area build-out. In 2015, Delta Diablo reported the volume of wastewater collected from the full-service area to be 14,169 AFY, which translated to approximately 12.6 mgd. Delta Diablo does not have wastewater flows broken down by city for its service area; therefore, it is not possible to calculate these same volumes for Pittsburg alone.

Based on land use and standards demand factors, the proposed project is expected to generate approximately 0.025 gpd of wastewater. This equates to less than 1 percent of total available capacity, a less than significant amount. The wastewater treatment provider would have adequate capacity to serve the projected project demand in addition to the provider's existing commitments. Therefore, impacts would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact UTIL-4	**Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?**

Impact Analysis

The proposed project would be expected to generate waste during the construction and operation phases; however, it would not be expected to result in inadequate landfill capacity. Solid waste from the project site would be collected and deposited at the Potrero Hills Landfill. The Potrero Hills Landfill is approximately 525 acres in size, and its total capacity is 83.1 million cubic yards. Currently, the landfill is listed as having a remaining capacity of approximately 13.9 million cubic yards and is expected to operate until 2048 (CalRecycle 2019b).

The proposed project does not involve demolition of structures or require the export of soils from the project site. Any construction waste generated would be minimal and disposed by the project contractor in accordance with the City's established programs that facilitate the diversion and disposal of construction waste. During operation of the proposed project, solid waste would be collected and properly disposed of by PDS. Operation of the proposed project is expected to employ up to five full-time employees. According to CalRecycle, the City's annual per capita disposal rate per employee in 2019 was 29.5 pounds. As shown in Table 3.19-1, Estimated Solid Waste Generation, the proposed project would generate approximately 377.5 pounds of solid waste per day.

Table 3.19-1: Estimated Solid Waste Generation

Project Component		Generation Rate	Pounds per Day	Tons per Day	Tons per year
Hotel Employee Staff	5	29.5 (lbs/person/day)	147.5	0.077	28.11
Hotel Rooms	115	2 (lbs/room/day)	230	0.12	43.8
Total	-	-	377.5	0.20	71.91

Notes:
lbs/person/day = pounds per person per day
Source: CalRecycle 2019a

In 2019, the City disposed of approximately 81,921 tons of waste and the amount of waste from the proposed project would be a marginal fraction of the City's total solid waste. Based on the Potrero Hills Landfill permitted intake of 4,330 tons per day, waste generated by the proposed project would represent approximately less than 1 percent of the landfill's daily capacity. Therefore, the proposed project's contribution to solid waste facilities would result in a less than significant impact.

Level of Significance Before Mitigation

Less Than Significant Impact.

Mitigation Measures

No mitigation is necessary.

Level of Significance After Mitigation

Less Than Significant Impact.

Impact UTIL-5	Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Impact Analysis

The proposed project would be served by curbside solid waste and recycling services, which are standard services for commercial uses in the City. Solid waste disposal must follow the requirements of the contracted waste hauler and disposal facility, which follows local, state, and federal statutes and regulations related to the collection and disposal of solid waste.

The California Integrated Solid Waste Management Act mandates 50 percent of landfill diversion by the year 2000. Chapter 8.06 of the Municipal Code establishes and implements programs that regulate the collection and disposal of recyclable waste that would help the city meet its mandatory landfill diversion quotas. Chapter 8.06 of the Municipal Code also requires all nonresidential establishments to create a recycling collection plan to be submitted to the City for approval. The proposed project would comply with all applicable local, state, and federal statutes and regulations related to solid waste. Therefore, the impacts related to solid waste would be less than significant as the project would comply with all applicable regulations.

Level of Significance Before Mitigation

Less Than Significant Impact.

Mitigation Measures

No mitigation is necessary.

Level of Significance After Mitigation

Less Than Significant Impact.

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3.20 WILDFIRE

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☒	☐
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

3.20.1 Environmental Setting

Generally, from June until October, there is a threat of grassland fires in the southern portion of the City where residential and commercial buildings may be near open lands of dry grass material. High winds can intensify the potential for wildland fires (City of Pittsburg 2014). The proposed project is south of SR 4, in the Loveridge Planning Subarea. This portion of the City contains large industrial use and vacant sites, with community commercial, business commercial, and multi-family housing developments. Based on review of Fire Hazard Severity Zone maps developed by CALFIRE, the project site is not within or near a state responsibility area and does not contain lands classified as very high fire hazard severity zones (CALFIRE 2020). According to the U.S. Forest Service (USFS) Wildfire Hazard Potential Map, the risk of wildfire at the project site and in the surrounding area is non-burnable (USFS 2020).

3.20.2 Methodology

The following analysis is based on a review of documents pertaining to the project site, including the General Plan, General Plan EIR, and review of CALFIRE's Fire Hazard Severity Zone Map and the USFS Wildfire Hazard Potential Map.

3.20.3 Environmental Impact Analysis

This section discusses potential wildfire impacts on the proposed project and provides mitigation measures where necessary.

Impact WF-1	**Substantially impair an adopted emergency response plan or emergency evacuation plan?**

Impact Analysis
The project site is not in a state responsibility area and does not contain lands classified as being within a very high fire hazard severity zone (CALFIRE 2020). Construction activities are anticipated to be confined to the project site, and no road closures or detours are anticipated. Therefore, project construction and operation activities would not interfere with an emergency evacuation or response plan, and there would be no impact.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact WF-2	**Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?**

Impact Analysis
The project site is within the Loveridge Planning Subarea, which is designated for regionally oriented commercial activities within this area and maintaining industrial activities in appropriate, designated areas. The project site and the surrounding area are relatively flat and in an urbanized area. The project site is not in a state responsibility area and does not contain lands classified as being within a very high fire hazard severity zone (CALFIRE 2020). Furthermore, the risk of wildfire in this portion of the City is classified as non-burnable (USFS 2020). Development of the proposed project would not expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of wildfire, and there would be no impact.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact WF-3	**Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?**

Impact Analysis
The project site is not in a state responsibility area and does not contain lands classified as being within a very high fire hazard severity zone (CALFIRE 2007). The proposed project is within the Loveridge Planning Subarea, which is an urbanized area classified as non-burnable (USFS 2018). The proposed project would develop a 115-room hotel and onsite amenities. The proposed project would also include the construction of two driveways and installation of utilities. The driveways would be 26 feet wide in accordance with CCCFPD's access requirements and provide emergency access at the northeast and southeast ends of the project site, on Loveridge Road. All utilities would be undergrounded and would connect to existing infrastructure in the vicinity of the project site. Construction of the proposed project would be required to comply with all applicable building and safety codes, including the California Building Code and California Fire Code, and all applicable fire safety standards set forth by the City to protect the proposed structures from possible wildfires. Therefore, the proposed project would not require the installation or maintenance of associated infrastructure that would exacerbate fire risk or that may result in temporary or ongoing impacts to the environment. The impact would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact WF-4	**Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?**

Impact Analysis
The project site is not in a state responsibility area and does not contain lands classified as being within a very high fire hazard severity zone (CALFIRE 2020). Furthermore, as discussed in Section 3.7, Geology and Soils, the project site and surrounding area is relatively flat and not in an area subject to landslides or flooding. As such, the proposed project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. As such, there would be no impact.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures

No mitigation is necessary.

Level of Significance After Mitigation

No Impact.

3.21 MANDATORY FINDINGS OF SIGNIFICANCE

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
2. Does the project have impacts that are individually limited, but cumulative considerable? ("Cumulative considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☒	☐	☐
3. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

This section discusses mandatory findings of significance.

Impact MFS-1 Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Impact Analysis

As discussed in Section 3.4, Biological Resources, the proposed project would not impact sensitive habitats or species. With implementation of MM BIO-1 and MM BIO-2, the proposed project would not impact nesting raptors or migratory birds, or conflict with the ECCC HCP/NCCP, respectively. Subsurface cultural resources, or human remains could be inadvertently uncovered during ground disturbing activities of the proposed project. However, implementation of standard conditions of approval, and MM CUL-1 and MM CUL-2 would avoid or reduce impacts to cultural resources, including tribal cultural resources, to a less than significant level. Therefore, proposed project impacts would be reduced to less than significant with mitigation measures.

Level of Significance Before Mitigation

Potentially Significant impact.

Mitigation Measures
Mitigation Measures BIO-1, BIO-2, CUL-1, and CUL-2 are required.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact MFS-2	**Does the project have impacts that are individually limited, but cumulative considerable? ("Cumulative considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?**

Impact Analysis
As described in the discussion of environmental checklist Sections 3.1 through 3.20, the proposed project would have no impact, a less than significant impact, or a less than significant impact with incorporation of mitigation with respect to all environmental issues. The proposed project would be surrounded by existing urban development and is consistent with the proposed General Plan amendment and zone change. The proposed project would result in impacts in the following areas: 1) air quality impacts from TAC emissions, and dust during construction, 2) potential impacts to nesting birds during construction, and consistency with ECCC HCP/NCCP, 3) inadvertent discovery of cultural resources during construction, 3) hazardous materials impacts from potential release of contaminants into stormwater, and 4) short-term noise and vibration impacts to adjacent receptors. These impacts would be minimized by implementation of standard permit conditions and mitigation measures AIR-1, AIR-2, BIO-1, BIO-2, CUL-1, CUL-2, HYD-1, NOI-1, and NOI-2, and would not significantly contribute to cumulative impacts in the area. Impacts related to geologic conditions are site-specific and would be reduced by MM GEO-1. Some of the other resource areas were determined to have no impact or less than significant impact and therefore, would not contribute to cumulative impacts and did not warrant further analysis, such as Mineral Resources and Agricultural Resources. There are no other known projects in development or under consideration that would affect the other resource areas. As such, the proposed project impacts would be less than significant with mitigation incorporated and not cumulatively considerable.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures
Mitigation Measures AIR-1, AIR-2, BIO-1, BIO-2, CUL-1, CUL-2, GEO-1, HYD-1, NOI-1, and NOI-2 are required.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact MFS-3 Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Impact Analysis

Consistent with Section 15065(a)(4) of the CEQA Guidelines, a lead agency shall find that a project may have a significant effect on the environment where there is substantial evidence that the project has the potential to cause substantial adverse effects on human beings, either directly or indirectly. Under this standard, a change to the physical environment that might otherwise be minor must be treated as significant if people would be significantly affected. This factor relates to adverse changes to the environment of human beings generally, and not to effects on particular individuals. While changes to the environment that could indirectly affect human beings would be represented by all of the designated CEQA issue areas, those that could directly affect human beings include construction air quality, hazardous materials, and noise. Implementation of standard permit conditions, General Plan policies, and mitigation measures identified in this ISMND would, however, be reduced to a less than significant impact. No other direct or indirect adverse effects on human beings have been identified.

Level of Significance Before Mitigation

Less Than Significant Impact.

Mitigation Measures

No mitigation is necessary.

Level of Significance After Mitigation

Less Than Significant Impact.

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5.0 LIST OF PREPARERS

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Home 2 Suites Project

Initial Study Mitigated Negative Declaration

August 9, 2021

Prepared for:

City of Pittsburg
Planning Division
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Pittsburg, California 94565

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Abbreviations

$\mu g/m^3$	micrograms per cubic meter
AB	Assembly Bill
ABAG	Association of Bay Area Governments
AF	acre-feet
AFY	acre-feet per year
Air Basin	San Francisco Bay Area Air Basin
amsl	above mean sea level
APN	Accessor's Parcel Number
Applicant	Platinum Hospitality LLC
ATCM	air toxic control measures
AQP	air quality plan
BART	Bay Area Rapid Transit
Basin	Pittsburg Plain Groundwater Basin
bgs	below ground surface
BMP	best management practice
CalEEMod	California Emissions Estimator Model
CalEPA	California Environmental Protection Agency
CALFIRE	California Department of Forestry and Fire Protection
CALGreen	California Green Building Standards Code
CalRecycle	California Department of Resources Recycling and Recovery
Caltrans	California Department of Transportation
CAP	Climate Action Plan
CARB	California Air Resources Board
CC	Community Commercial District
CCCFPD	Contra Costa County Fire Protection District
CCR	California Code of Regulations
CCTA	Contra Costa Transit Authority
CCWD	Contra Costa Water District
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
CH_4	methane
CHRIS	California Historical Resources Information System
City	City of Pittsburg

CNDDB	California Natural Diversity Database
CNEL	community noise equivalent level
CNPS	California Native Plant Society
CO	carbon monoxide
CO2	carbon dioxide
CO_2e	carbon dioxide equivalent
CRHR	California Register of Historical Resources
CUP	Conditional Use Permit
CVP	Central Valley Project
CWC	California Water Code
dB	decibel
dBA	A-weighted decibels
DDSD	Delta Diablo Sanitation District
DOC	Department of Conservation
DPM	diesel particulate matter
DTSC	Department of Toxic Substances Control
ECCC	East Contra Costa County
EIR	Environmental Impact Report
EO	Executive Order
EPA	United States Environmental Protection Agency
EVCS	electric vehicle charging station
°F	Fahrenheit
FAR	floor area ratio
FCAA	Federal Clean Air Act
FEMA	Federal Emergency Management Agency
FESA	Federal Endangered Species Act
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
General Plan	City of Pittsburg General Plan
GHG	greenhouse gas
GIS	Geographic Information System
gpd	gallons per day
HCP/NCCP	Habitat Conservation Plan/Natural Community Conservation Plan
ISMND	Initial Study/Mitigated Negative Declaration
KBTU	British Thermal Units
kW	kilowatt
kWh	kilowatt-hour

L_{dn}	day-night sound level
L_{eq}	equivalent sound level
L_{max}	maximum sound level
L_{min}	minimum sound level
MBTA	Migratory Bird Treaty Act
MEI	maximally exposed individual
mgd	million gallons per day
mg/L	milligrams per liter
MLD	most likely descendant
$MMTCO_2e$	million metric tons of carbon dioxide equivalent
Municipal Code	City of Pittsburg Municipal Code
N_2O	nitrous oxides
NAHC	California Native American Heritage Commission
NOA	naturally occurring asbestos
NO_X	nitrogen oxides
NPDES	National Pollutant Discharge Elimination System
NRHP	National Register of Historic Places
NWIC	Northwest Information Center
OPR	Governor's Office of Planning and Research
PDS	Pittsburg Disposal Services
PG&E	Pacific Gas and Electric Company
PM	particulate matter
$PM_{2.5}$	fine particulate matter
PM_{10}	Particulate matter with an aerodynamic diameter of 10 microns or less
POTW	publicly owned treatment works
PPV	Peak Particle Velocity
PRC	Public Resources Code
proposed project	Home 2 Suites Project
RCNM	Roadway Construction Noise Model
ROG	reactive organic gases
RTP/SCS	Regional Transportation Plan and Sustainable Communities Strategy
RWQCB	Regional Water Quality Control Board
SIP	State Implementation Plan
SR 4	State Route 4
Stantec	Stantec Consulting Services Inc.
SWPPP	Stormwater Pollution Prevention Plan
SWRCB	State Water Resources Control Board

TAC	toxic air contaminant
TPA	Transit Priority Area
UCMP	University of California, Berkeley's Museum of Paleontology
USACE	United States Army Corps of Engineers
USBR	United States Bureau of Reclamation
USFS	United States Forest Service
USFWS	United States Fish and Wildlife
USGS	United States Geological Survey
UWMP	Urban Water Management Plan
VMT	vehicle miles traveled
WWTP	Wastewater Treatment Plant

INITIAL STUDY MITIGATED NEGATIVE DECLARATION

Project Title: Home 2 Suites Project

Project Description: Platinum Hospitality LLC (applicant) is proposing to develop the Home 2 Suites Project (proposed project) in the City of Pittsburg (City), California. The proposed project would be located on a 2.09-acre vacant lot with a to be determined **assessor's parcel number (APN)**. The proposed four-story, 62,840-square-foot hotel would include 115 guest rooms and provide other onsite guest amenities including an outdoor swimming pool, fitness room, and dining/community gathering areas. The proposed project also includes 119 onsite surface parking spaces and approximately 27,500 square feet of landscaping.

Name of Lead Agency:
City of Pittsburg
Planning Division
65 Civic Avenue
Pittsburg, California 94565

Lead Agency Contact Information:
John P. Dacey, AICP
Assistant Planner
City of Pittsburg, Planning Division
65 Civic Avenue, Pittsburg, California 94565
Phone: (925) 252-4824

Email: jdacey@ci.pittsburg.ca.us

Determination: The City of Pittsburg has determined that a) all potentially significant or significant impacts required to be identified in the Initial Study Mitigated Negative Declaration (ISMND) have been identified and analyzed; and b) with respect to each significant impact on the environment either of the following apply: 1) changes or alterations have been required in or incorporated into the proposed project that avoid or mitigate the significant impacts to a level of less than significant; or 2) those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency. The ISMND and supporting documents are available at the City of Pittsburg, located at 65 Civic Avenue, and online by searching the project name at: http://www.ci.pittsburg.ca.us/index.aspx?page=225

By: _____ Date: 8/5/21

John P. Dacey, Assistant Planner

1.0 INTRODUCTION

Platinum Hospitality LLC (applicant) is proposing to develop the Home 2 Suites Project (proposed project) in the City of Pittsburg (City), California. The proposed project would be located on a 2.09-acre vacant lot with a to be determined assessor's parcel number (APN). The proposed four-story, 62,840-square-feet hotel would include 115 guest rooms and provide other onsite guest amenities including an outdoor swimming pool, fitness room, and dining/community gathering areas. The proposed project also includes 119 onsite surface parking spaces and approximately 27,500 square feet of landscaping.

1.1 PROJECT TITLE

Home 2 Suites Project

1.2 LEAD AGENCY

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

1.3 LEAD AGENCY CONTACT

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1.4 PURPOSE

The purpose of the proposed project is to develop a four-story hotel of 62,840 square feet on an approximately 2-acre parcel. This Initial Study/Mitigated Negative Declaration (ISMND) has been prepared to evaluate the proposed project for potential environmental effects in compliance with the California Environmental Quality Act (CEQA). The City is the lead agency under CEQA and has the principal responsibility for carrying out or approving a project that may have a significant effect on the environment. This ISMND has been prepared in anticipation of determining that all potentially significant impacts from implementing the proposed project can be mitigated to less than significant levels. This document has been prepared in accordance with CEQA, Public Resources Code (PRC) §21000 et seq., and the state CEQA Guidelines, California Code of Regulations (CCR), Title 14, §15000 et seq.

1.5 PROJECT LOCATION

The proposed project is located in southeast Pittsburg near the intersection of State Route 4 (SR 4) and Loveridge Road in the Loveridge Planning Subarea. The project site is bound by an industrial facility and SR 4 to the north, Loveridge Road to the east, E Leland Road to the south, and high-density residential apartments and industrial land uses to the west. Please see Figure 1.5-1 for a Regional Overview and Figure 1.5-2 for a Project Site Location.

1.6 EXISTING SETTING AND SURROUNDING LAND USES

The proposed project is located in Contra Costa County in the City of Pittsburg in the Loveridge Planning Subarea. The proposed project would be located on a 2.09-acre vacant lot with a to be determined APN. The project site is designated Business Commercial by the City of Pittsburg General Plan (General Plan) and is within the City's Industrial Park zoning district. The project site is surrounded by the following land uses:

- **North.** Industrial land uses are located north of the project site, beyond which lies SR 4, which runs east/west.
- **South.** South of the project site is commercial development and high-density residential apartments, followed by E Leland Road.
- **West.** West of the proposed project is high-density residential apartments and industrial land uses, followed by Dias Circle and Piedmont Way.
- **East.** Loveridge Road is directly east of the project site, followed by commercial development.

1.7 LAND USE AND ZONING DESIGNATIONS

1.7.1 General Plan Land Use Designation

The project site is designated Business Commercial by the General Plan. The proposed project is seeking entitlements for General Plan amendment from land use designation Business Commercial to Community Commercial. Community Commercial is described in the General Plan (City of Pittsburg 2001) as:

> *Community Commercial. Intended to provide sites for retail shopping areas (primarily in shopping centers) containing a wide variety of businesses, including retail stores, eating and drinking establishments, commercial recreation, service stations, automobile sales and repair services, financial, business and personal services, motels, educational and social services. The Zoning Ordinance may limit certain commercial areas to neighborhood stores or non-automotive establishments.*

The proposed project would be consistent with the new Community Commercial designation.

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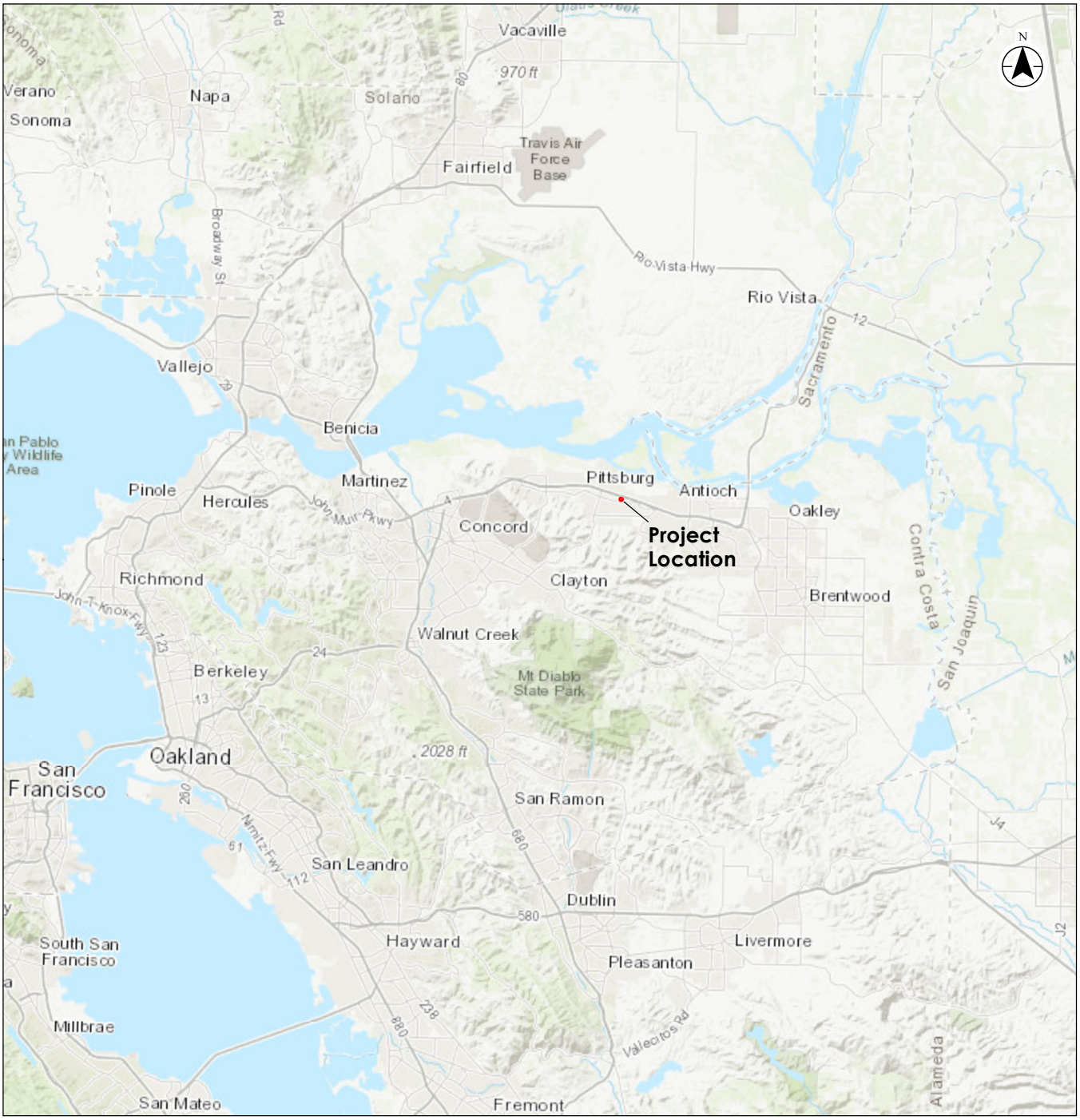

Notes
1. Coordinate System: NAD 1983 StatePlane California III FIPS 0403 Feet
2. Base features produced under license with the Ontario

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0 5 10 Miles

1:500,000 (at original document size of 8.5x11)

Stantec

Project Location
Pittsburg, California

Prepared by PG on 2020-11-06
Technical Review by MK on 2020-11-09

Client/Project
City of Pittsburg
Home 2 Suites Hotel Project

Figure No.
1.5-1

Title
Regional Overview

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Project Site

0 200 400 Feet

1:3,600 (at original document size of 8.5x11)

Stantec

Project Location
Pittsburg, California

Prepared by PG on 2020-11-06
Technical Review by MK on 2020-11-09

Client/Project
City of Pittsburg
Home 2 Suites Hotel Project

Figure No.
1.5-2

Title
Project Site Location

Notes
1. Coordinate System: NAD 1983 StatePlane California III FIPS 0403 Feet
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1.7.2 Zoning

The project site is within the City's Industrial Park zoning district. The proposed project is seeking rezone from Industrial Park to Community Commercial. Community Commercial is described in the City Zoning Code (City of Pittsburg 2019) as follows:

> *Community Commercial District (CC). To provide for commercial centers and individual structures on sites that are located within reasonable distance of high densities of residences or that are served by local and regional transportation and transit systems. These sites typically host a wide variety of local- and regional-serving commercial establishments, including businesses selling home furnishings, apparel, durable goods, and specialty items. Support facilities such as personal services, entertainment, eating-and-drinking establishments and institutional uses are also allowed, subject to certain limitations to avoid adverse effects on adjacent uses.*

Hotels are an allowed use in Community Commercial zones according to the City Zoning Code with a Conditional Use Permit (CUP) required overlay district as part of the rezone to allow for increased floor area ratio (FAR).

1.8 CEQA AND PUBLIC AGENCY REVIEW

CEQA requires that project proponents disclose the significant impacts to the environment from proposed development projects. The intent of CEQA is to foster good planning and to consider environmental issues during the planning process. The City is the Lead Agency under CEQA for the preparation of this ISMND. The CEQA Guidelines (Section 21067) define the Lead Agency as, "the public agency which has the principal responsibility for carrying out or approving a project which may have a significant effect upon the environment." Approval of the proposed project is considered a public agency discretionary action, and therefore, the proposed project is subject to compliance with CEQA. The City has directed the preparation of an ISMND to comply with CEQA.

Stantec Consulting Services Inc. (Stantec) has prepared this document at the direction of the City. The purpose of this document is to disclose the environmental consequences of implementing the proposed project to decision-makers and the public. The public, City residents, and other local and state resource agencies would be given the opportunity to review and comment on this document during a 30-day public review period. Comments received during the review period would be considered by the City prior to adoption of this ISMND and project approval.

The public review period would commence on **August 9, 2021,** and end on **September 7, 2021**, pursuant to CEQA Guidelines Section 15105. If you wish to send written comments (including via e-mail), they must be received by 5:00 p.m. on **September 7, 2021**. Written comments should be addressed to:

John P. Dacey, AICP
Assistant Planner
City of Pittsburg, Planning Division
65 Civic Avenue
Pittsburg, California 94565
Phone: (925) 252-4824
Email: jdacey@ci.pittsburg.ca.us

The ISMND and supporting documents are available by appointment at the City of Pittsburg Planning Division, located at 65 Civic Avenue, Pittsburg, California 94565, and online at the following URL: http://www.ci.pittsburg.ca.us/index.aspx?page=225

1.9 REQUIRED PERMITS AND APPROVALS

This ISMND would be used by the City as the Lead Agency to evaluate the potential environmental impacts of the proposed project. Anticipated project approvals/actions may include but are not limited to the following:

- General Plan amendment from land use designation Business Commercial to Community Commercial: City of Pittsburg
- Rezone from Industrial Park to Community Commercial, CUP for hotel use, and design review: City of Pittsburg
- Adoption of the Mitigated Negative Declaration: City of Pittsburg
- National Pollutant Discharge Elimination System Permit: Regional Water Quality Control Board

Other ministerial approvals, such as building-related permits and encroachment permits, are also anticipated. Additionally, all work related to improvements and project grading would be subject to the City of Pittsburg Municipal Code (Municipal Code), including the Zoning Ordinance, Building Code, and Fire Code.

1.10 SCOPE OF THIS INITIAL STUDY

As the Lead Agency under CEQA, the City is responsible for compliance with the environmental review process prescribed by the CEQA Guidelines. This ISMND evaluates the potentially significant effects on the environment to mitigate the effects to a level at which no significant effect on the environment would occur.

The following technical studies were conducted and/or reviewed in preparing this ISMND: Air Quality, Greenhouse Gas Emissions Analysis supporting documentation and modeling, Biological Resources

Technical Report, Cultural Resources Memorandum, Noise Assessment supporting documentation and modeling, Energy Assessment, and Vehicle Miles Traveled Assessment. These studies and supporting data are included as appendices to this ISMND and referred to where appropriate throughout this document.

1.11 DOCUMENT ORGANIZATION

This ISMND is organized as follows:

Section 1.0: Introduction. This section introduces the proposed project and describes the purpose and organization of this document.

Section 2.0: Project Description. This section describes the purpose and need for the proposed project, identifies project objectives, and provides a detailed description of the project.

Section 3.0: Environmental Checklist and Environmental Evaluation. This section presents an analysis of the range of environmental issues identified in the CEQA Environmental Checklist and determines for each topic whether the proposed project would result in no impact, a less than significant impact, a less than significant impact with mitigation incorporated, or a potentially significant impact. If impacts are determined to be potentially significant after incorporation of applicable mitigation measures, an Environmental Impact Report (EIR) would be required. For this project, however, mitigation measures have been incorporated, where needed, that would reduce all potentially significant impacts to a less than significant level.

Section 4.0: References. This section lists the references used in preparing this ISMND.

Section 5.0: List of Preparers. This section identifies the report preparers.

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2.0 PROJECT DESCRIPTION

2.1 PROJECT OVERVIEW

The proposed project would be located on a 2.09-acre vacant lot with a to be determined APN in Pittsburg, California. The project is south of SR 4 and north of E Leland Road in the Loveridge Planning Subarea (Figures 1.5-1 and 1.5-2). The applicant is proposing to construct a four-story hotel on approximately 2.09 acres. The proposed hotel would include 115 guest rooms and other onsite guest amenity areas such as an outdoor swimming pool, fitness room, and dining/community gathering room. The proposed project would also provide 119 onsite surface parking spaces. It would also include approximately 27,500 square feet of landscaping and include installation of utilities.

2.2 PROJECT COMPONENTS

2.2.1 Hotel Building

The proposed project would involve the development of a four-story hotel building with up to 115 guest rooms. The proposed building would be approximately 52 feet 1 inch in height and have a total building area of 62,840 square feet. Hotel guest rooms would be provided on the first through fourth floors. The first floor would be approximately 15,333 square feet and would include 19 rooms consisting of 6 king studios, 4 connecting king studios, 6 double queen studios, 1 accessible double queen studio, 1 queen bedroom, and 1 accessible queen bedroom. The first floor would also include the main lobby reception area, fitness room, 662-foot dining/community gathering area, outdoor pool, guest laundry, and employee office. The second, third, and fourth floors would each have the same characteristics, be approximately 15,428 square feet, and would have 32 rooms consisting of 17 king studios, 5 connecting king studios, 1 accessible connecting king studio, 7 accessible double queen studios, 1 queen bedroom, and 1 accessible queen bedroom.

The main entrance and exit would be provided on the east side of the building. Additional exits would be provided on the north and south sides of the building. These exits would be secured and only accessible to hotel guests. Access to each floor would be available from the indoor elevators on the east side of the building. Indoor stairwells would also be provided on the east and west sides of the building to access each floor.

2.2.2 Site Access, Circulation, and Parking

Vehicles would be able to enter or exit the project site from a 26-foot-wide driveway at the northeast and southeast ends of the project site, on Loveridge Road.

The proposed project would provide 119 onsite surface parking spaces, including 5 accessible parking spaces, 1 accessible van space, 10 clean air vehicle spaces, 6 electric vehicle charging station (EVCS) spaces, 1 accessible EVCS space, and 1 accessible van EVCS space. The proposed project would also install 10 bicycle parking spaces, as required by Chapter 18.78.045 of the Municipal Code.

Site improvements consisting of curbs, gutters, sidewalks for pedestrian access, signing, lighting, and striping would be installed along Loveridge Road and throughout the project site.

2.2.3 Landscaping

The proposed project would provide approximately 27,500 square feet of landscaping. Landscaping design and installation for the proposed project would be required to conform to the development criteria of the City's Water Efficient Landscape Standards (Chapter 18.84 of the Municipal Code). The proposed project exceeds the 10 percent minimum landscaping requirement identified in Section 18.52.010 of the City Zoning Code (City of Pittsburg 2019).

2.2.4 Lighting

The proposed project would provide exterior lighting in the new parking lot and in areas that highlight the building's entrances, walkways, and landscaping features. Parking lot lighting would include standard parking lot fixtures up to 20 feet in height that would be shielded to reduce light spill or glare into surrounding buildings in accordance with Chapter 18.82 Performance Standards for All Uses of the Municipal Code.

2.2.5 Utilities

Water

The proposed project would connect to the existing 18-inch service main on Loveridge Road. The proposed project is expected to generate an average day water demand of approximately 120 gallons per day (gpd) for each room. The proposed project would include 115 rooms. Assuming the proposed hotel is at capacity, it would require a total average day water use of approximately 13,800 gpd of potable water. The maximum day water demand is expected to approximately 26,222 gpd. It is assumed all water for the proposed project would be provided by the City. Easements for the use of existing water infrastructure on adjacent parcels would be obtained as needed.

Wastewater

The proposed project would connect to the existing 18-inch wastewater main running west to east within an easement across the existing commercial portion of the parcel to the north, which will be separated into an additional parcel separate from the proposed hotel site as a part of the development. All onsite sewer distribution improvements would be constructed and designed in accordance with the City's Sewer Standard Details and Specifications, and Sewer Design Standards. Easements for the use of existing sewer infrastructure on adjacent parcels would be obtained as needed.

Based on the Central Contra Costa Sanitary District Standard Specifications, the proposed project is expected to generate approximately 25,488 gpd of peak wastewater flow (Central Contra Costa Sanitary District 2020).

Stormwater Treatment

The project would convey the onsite storm water to the localized low point at the northwest corner of the proposed parcel via a an 18-inch storm drainpipe. The 18-inch storm drainpipe would connect to an existing 18-inch storm drain which connects to an existing 24-inch storm drainpipe that eventually sheet flows on Loveridge Road flowing north to the inlet at the northwesterly side of Loveridge just before the highway 4 offramp. The proposed project would create approximately 69,400 square feet of impervious surface; it would also include approximately 27,500 square feet of pervious surface consisting of landscaping throughout the 2-acre parcel and a bioretention along the western project site boundary. The bioretention would collect impervious surface runoff prior to entering the piped storm drain system. Easements for the use of existing stormwater infrastructure on adjacent parcels would be obtained as needed.

Electricity and Natural Gas

Pacific Gas and Electric Company (PG&E) provides electricity and natural gas service to the project site. Electrical and gas connections would be made with existing facilities located onsite. Solar panels are proposed on the hotel roof top.

2.3 PROJECT CONSTRUCTION

2.3.1 Construction Schedule

It is anticipated that project construction would take approximately 12 months to complete, starting in April 2021. The proposed project would require up to 15 workers during the peak construction phase. It is anticipated that the construction workforce would be available from nearby areas.

Project construction and grading activities would be consistent with the Municipal Code and would not occur between 5:30 PM and 7:00 AM on weekdays. No grading or construction activities would occur on weekends or holidays.

2.3.2 Construction Equipment, Access, and Staging Areas

The proposed project would require the use of heavy construction equipment for site work and construction of the hotel building. Construction equipment would include, but not be limited to, scrapers, water trucks, grading blades, motor graders, forklifts, skip loaders, backhoes, excavators, and loaders. Project construction equipment and materials would be stored onsite. Site access would be from Loveridge Road. Construction activities are anticipated to be confined to the project site, and no road closures or detours are anticipated.

2.3.3 Construction Activities

Construction activities associated with the proposed project would include site clearing, grading, utility connections, building construction, frontage improvements (e.g., new curb, gutter, sidewalk and driveway construction), and landscaping on the site.

Construction activities would involve grading of the entire project site and the permanent disturbance of the 2.09-acre site. Maximum depth of construction would be approximately 2 to 5 feet. The estimated amount of earth movement during project construction would be 2,400 cubic yards, which would be balanced onsite. The proposed project is not expected to export soil offsite or import soil onsite during construction. The proposed project would result in approximately 69,400 square feet of impervious area and 27,500 square feet of pervious area.

2.4 PROJECT OPERATION

Operation of the proposed project would require up to five full-time employees. Based on an average of two guests per hotel room, the proposed project would generate up to 230 guests at maximum capacity. It is expected that the proposed project would operate 24-hours a day, Monday through Sunday.

3.0 ENVIRONMENTAL CHECKLIST AND ENVIRONMENTAL EVALUATION

The environmental factors checked below would be potentially affected by this project, involving at least one impact that requires mitigation to reduce the impact from "Potentially Significant" to "Less Than Significant" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture and Forestry Resources	☒ Air Quality
☒ Biological Resources	☒ Cultural Resources	☐ Energy
☒ Geology and Soils	☐ Greenhouse Gases	☒ Hazards and Hazardous Materials
☒ Hydrology and Water Quality	☐ Land Use and Planning	☐ Mineral Resources
☒ Noise	☐ Population and Housing	☐ Public Services
☐ Recreation	☐ Transportation	☒ Tribal Cultural Resources
☐ Utilities and Service Systems	☐ Wildfire	☒ Mandatory Findings of Significance

Evaluation of Environmental Impacts

This chapter presents the environmental checklist form found in Appendix G of the CEQA Guidelines. The checklist form is used to describe the impacts of the proposed project. A discussion follows each environmental issue identified in the checklist. Included in each discussion are project-specific mitigation measures, if needed.

For the checklist, the following designations are used:

Potentially Significant Impact: An impact that could be significant and for which mitigation has not been identified. If any potentially significant impacts are identified, an EIR must be prepared. An ISMND cannot be used if there are potentially significant impacts that cannot be mitigated.

Less Than Significant with Mitigation Incorporated: This designation applies when the incorporation of new project-specific mitigation measures have reduced an effect from a "Potentially Significant Impact" to a "Less Than Significant Impact."

Less Than Significant Impact: Any impact that would not be considered significant under CEQA, relative to existing standards.

No Impact: The proposed project would not have any impact.

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3.1 AESTHETICS

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?	☐	☐	☐	☒
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

3.1.1 Environmental Setting

Visual Character of the Project Site

The 2.09-acre project site consists of a vacant parcel within the Loveridge Planning Subarea. The project site is surrounded by industrial land uses to the north, beyond which lies SR 4, which runs east/west, Loveridge Road and commercial development is to the east of the project site, followed by commercial development and E Leland Road to the south, and high-density residential apartments and industrial land uses to the west. The existing buildings surrounding the project site range from one to two stories tall.

Scenic Resources and Corridors

There are no formally identified scenic vistas in the City; however, the General Plan recognizes the range of hills to the south, ridgeline protection areas, and Suisun Bay/Sacramento River Delta to the north as the City's visual resources. Public views of the hillsides are intermittent throughout the City. Visual connections to the Suisun Bay waterfront are limited due to the historical development of the community as a military and industrial node within Contra Costa County (City of Pittsburg 2001). The City does not contain any locally or state-designated scenic highways in the project vicinity (California Department of Transportation [Caltrans] 2020a). The General Plan designates four key corridors—Railroad Avenue, Willow Pass Road, Leland Road, and SR 4—which the General Plan describes as corridors providing a sense of character and suggests design improvements for each of them (City of Pittsburg 2001). Leland

Road is located to the south of the project site and SR 4 is located to the north; however, the proposed project would not include development along either of the corridors.

Light and Glare Conditions

The project site is vacant, and therefore, no substantial light and glare sources exist onsite. Nighttime lighting immediately surrounding the project site consists of street lighting, parking lot lighting, vehicle headlights on the adjacent streets and highways, and exterior lighting associated with the nearby buildings. There are no electrical signs, billboards, or flashing or signal light sources in the project site.

3.1.2 Methodology

Analysis of the proposed project visual impacts is based on an evaluation of the changes to the existing visual resources that would result from implementation of the proposed project. In determining the extent and implications of the visual changes, consideration was given to the existing visual quality of the affected environment; specific changes to the visual character and quality of the affected environment resulting from implementation of the proposed project; the extent to which the affected environment contains places or features that provide unique visual experiences or that have been designated in plans and policies for protection or special consideration; and the sensitivity of viewers, their activities, and the extent to which these activities are related to the aesthetic qualities that would be affected by implementation of the proposed project. The existing setting is based on review of documents pertaining to the project site, including the General Plan.

3.1.3 Environmental Impact Analysis

This section discusses the potential impacts on aesthetics associated with the proposed project and provides mitigation measures where necessary.

Impact AES-1 Have a substantial adverse effect on a scenic vista?

Impact Analysis

The project site is within the Loveridge Planning Subarea and is surrounded by residential, commercial, and industrial development. Large industrial uses and vacant sites constitute a majority of the Loveridge Planning Subarea. The General Plan indicates that there are no officially designated scenic vistas in the City but considers southern views of hillsides and ridgelines as visual resources (City of Pittsburg 2001). The hillside and ridgeline visual resources are approximately 1.3 miles south of the project site. Similar to other parts of the City, southward views of these ridgelines are available from the project site; however, these views are partially obscured by existing development and vegetation.

The proposed project would construct a new four-story hotel that is approximately 52 feet and 1 inch tall. The height of the proposed hotel building would be taller than existing nearby developments, which are up to two stories tall. However, the height of the proposed hotel building would be consistent with the site development standards of the Community Commercial Zoning Code, which allows development up to 60 feet tall (City of Pittsburg 2019). Furthermore, given the amount of separation between the project site and surrounding uses, southward views of the ridgelines and hillsides would remain partially visible. As

such, construction of the proposed project would not further limit southward views as compared to existing conditions and impacts to scenic vistas would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact AES-2	**Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?**

Impact Analysis
There are no state-designated scenic highways in the project site. While SR 4 is designated as a Scenic Highway by the state, the segment closest to the project site is not designated, nor is it identified as a scenic highway or scenic route by the City or County (Caltrans 2020a). The project site is vacant and does not contain trees, rock outcroppings, or historic buildings that are identified as scenic resources by the General Plan. Therefore, the proposed project would have no impact on scenic resources within a state scenic highway.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact AES-3	**In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?**

Impact Analysis
The project site is in an urbanized area, and therefore, this analysis focuses on whether the proposed project would conflict with applicable zoning and other regulations governing scenic quality. The proposed project is seeking entitlements for General Plan amendment from land use designation Business Commercial to Community Commercial and is seeking rezone from Industrial Park to Community Commercial. The proposed project is within the Loveridge Planning Subarea, which is mostly large industrial uses and vacant sites adjacent to the Loveridge Road/SR 4 interchange. The proposed project would construct a four-story hotel with 115 guest rooms and other onsite guest amenity areas such as an

outdoor swimming pool, fitness room, and dining/community gathering room. The proposed project is consistent with the allowed uses identified by the Community Commercial land use designation and zoning district. The proposed hotel building would be approximately 52 feet and 1 inch in height and would be consistent with the site development standards of the City Zoning Code, which allows for development up to 60 feet in height in Community Commercial zoning district. The proposed project would also incorporate approximately 27,500 square feet of landscaping, which would exceed the 10 percent minimum landscaping requirement identified in Section 18.52.010 of the City Zoning Code (City of Pittsburg 2019). Additionally, the project design would be reviewed during the City's design review process in accordance with Section 18.52.100 of the City Zoning Code to ensure that it is compatible with surrounding development. As such, the proposed project would not conflict with applicable zoning or other regulations governing scenic quality, and impacts would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact AES-4 Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Impact Analysis
The project site is vacant and does not currently contain any onsite sources of light or glare. However, there are existing sources of light and glare from the surrounding development and roadways consisting of exterior building lighting, parking lot lighting, street lighting, and headlights from vehicles driving along Loveridge Road, SR 4, E Leland Road, Dias Circle, and Piedmont Way.

The proposed project would include new sources of nighttime lighting at the project site such as exterior lighting in the new surface parking lot; wayfinding lighting in areas that highlight the building's entrances, walkways, and landscaping features; exterior safety lighting; and illumination from within the proposed hotel such as lights from within guest rooms and lobbies that would be visible to an observer. The proposed hotel building would be constructed of concrete, wood, and stucco materials and would not use substantial amounts of reflective glass that would increase glare in the surrounding area. Parking lot lighting for safety would consist of standard parking lot pole fixtures up to 20 feet in height. All lighting would be shielded to reduce glare and light spillover onto surrounding properties in accordance with Chapter 18.82 of the Municipal Code (City of Pittsburg 2019). As such, compliance with the Municipal Code would ensure that light and glare impacts associated with the proposed project are less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures

No mitigation is necessary.

Level of Significance After Mitigation

Less Than Significant Impact.

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3.2 AGRICULTURE AND FORESTRY RESOURCES

	Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a)	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b)	Conflict with existing zoning for agricultural use or a Williamson Act contract?	☐	☐	☐	☒
c)	Conflict with existing zoning for, or cause rezoning of, forestland (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d)	Result in the loss of forestland or conversion of forestland to non-forest use?	☐	☐	☐	☒
e)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forestland to non-forest use?	☐	☐	☐	☒

3.2.1 Environmental Setting

The California Department of Conservation (DOC) administers the Farmland Mapping and Monitoring Program, California's statewide agricultural land inventory. As discussed in the General Plan, agricultural uses in the Pittsburg Planning Area consist primarily of grazing land for cattle in the hills south of the City (City of Pittsburg 2001).

The proposed project site is vacant and is seeking entitlements for General Plan amendment from land use designation Business Commercial to Community Commercial. The proposed project is seeking rezone from Industrial Park to Community Commercial. According to the DOC Important Farmland Finder Map and the General Plan, the project site is classified as Urban and Built-Up Land and no important farmland exists on site or adjacent to the project site (DOC 2016).

3.2.2 Methodology

The following analysis is based on a review of documents pertaining to the project site, including the General Plan, General Plan EIR, the DOC Important Farmland Map, and Contra Costa County 2016 Williamson Act Map.

3.2.3 Environmental Impact Analysis

This section discusses potential impacts on agriculture and forestry resources associated with the proposed project and provides mitigation measures where necessary.

Impact AG-1	**Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**

Impact Analysis
The project site is designated Business Commercial by the General Plan, and the proposed project is seeking entitlements for a General Plan amendment from land use designation Business Commercial to Community Commercial. According to the DOC Important Farmland Finder Map and the General Plan, the project site is classified as Urban and Built-Up Land and no important farmland exists on site or adjacent to the project site (DOC 2016). The project site does not contain prime, unique, or farmland of statewide importance. As such, the proposed project would not result in the conversion of prime, unique, or farmland of statewide importance. No impact would occur.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact AG-2	**Conflict with existing zoning for agricultural use or a Williamson Act contract?**

Impact Analysis
The project site is within the City's Industrial Park zoning district, and the proposed project is seeking rezone from Industrial Park to Community Commercial. There are no lands zoned for agricultural use within the project site and the project site does not contain lands that are protected by a Williamson Act contract (Contra Costa County 2016). Therefore, the proposed project would not conflict with zoning for agricultural use or with a Williamson Act contract. No impact would occur.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact AG-3 Conflict with existing zoning for, or cause rezoning of, forestland (as defined in Public Resources Code section 12220[g]), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104[g])?

Impact Analysis
The project site does not contain forestland (as defined in PRC Section 12220[g]), or timberland (as defined by PRC Section 4526). Furthermore, the project site is not zoned Timberland Production (as defined by Government Code section 51104[g]). The project site is zoned Industrial Park and the proposed project is seeking rezone from Industrial Park to Community Commercial and would not be rezoned to allow forestland or timberland production. As such, the proposed project would not convert forestland or timberland to a non-agricultural use, and no impact would occur.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact AG-4 Result in the loss of forestland or conversion of forestland to non-forest use?

Impact Analysis
The project site is designated Business Commercial by the General Plan and is seeking entitlements for General Plan amendment from land use designation Business Commercial to Community Commercial and the project site is surrounded by developed industrial, residential, and commercial uses. There are no forestland resources on the project site or in the vicinity. Therefore, the proposed project would not result in the loss of forestland or conversion of forestland to non-forest use. No impact would occur.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact AG-5	**Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forestland to non-forest use?**

Impact Analysis

The project site does not contain prime, unique, or farmland of statewide importance and does not contain lands protected by a Williamson Act contract (DOC 2016, Contra Costa County 2016). The project site is not zoned for forestland or timberland production and would not be rezoned for agricultural use. The project site is classified as Urban and Built-Up Land and no important farmland exists on site or adjacent to the project site (DOC 2016). Therefore, the proposed project would not result in the conversion of farmland or forestland to a non-agricultural use. No impact would occur.

Level of Significance Before Mitigation

No Impact.

Mitigation Measures

No mitigation is necessary.

Level of Significance After Mitigation

No Impact.

3.3 AIR QUALITY

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☒	☐	☐
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or State ambient air quality standard?	☐	☒	☐	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☒	☐	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

3.3.1 Environmental Setting

The City of Pittsburg is in Contra Costa County, which is within the boundaries of the San Francisco Bay Area Air Basin (Air Basin) and under the jurisdiction of the Bay Area Air Quality Management District (BAAQMD) and the California Air Resources Board (CARB). The regional climate within the San Francisco Bay Area is driven by a summertime high-pressure cell centered over the northeastern Pacific Ocean that dominates the summer climate of the West Coast. The persistence of this high-pressure cell generally results in negligible precipitation during the summer and meteorological conditions are typically stable with a steady northwesterly wind flow. This flow causes upwelling of cold ocean water from below the surface, which produces a band of cold water off the California coast. The cool and moisture-laden air approaching the coast from the Pacific Ocean is further cooled by the presence of the cold-water band, resulting in condensation and the presence of fog and stratus clouds along the Northern California coast. In the winter, the Pacific high-pressure cell weakens and shifts to the south, resulting in wind flows offshore, the absence of upwelling, and an increase in the occurrence of storms. Winter stagnation episodes are characterized by nocturnal drainage wind flows in coastal valleys. Drainage is a reversal of the usual daytime air-flow patterns; air moves from the Central Valley toward the coast and back down toward the Bay from the smaller valleys within the Air Basin.

Criteria Air Pollutants

The Federal Clean Air Act (FCAA) establishes the framework for modern air pollution control. The FCAA, enacted in 1970 and amended in 1990, directs the United States Environmental Protection Agency (EPA) to establish ambient air quality standards. These standards are divided into primary and secondary standards. The primary standards are set to protect human health, and the secondary standards are set to protect environmental values, such as plant and animal life. The FCAA requires the EPA to set National Ambient Air Quality Standards for the six criteria air pollutants. These pollutants include

particulate matter (PM), ground-level ozone, carbon monoxide (CO), sulfur oxides, nitrogen oxides (NO_X), and lead. According to the BAAQMD, ozone and fine particulate matter ($PM_{2.5}$) are the major regional air pollutants of concern in the San Francisco Bay Area. Ozone is primarily an issue in the summer and $PM_{2.5}$ in the winter (BAAQMD 2016).

Toxic Air Contaminants

A toxic air contaminant (TAC) is an air pollutant not included in the California Ambient Air Quality Standards (CAAQS), but TACs are considered hazardous to human health. TACs are defined by CARB as those pollutants that, "may cause or contribute to an increase in deaths or in serious illness, or which may pose a present or potential hazard to human health."

The health effects associated with TACs are generally assessed locally rather than regionally. TACs can cause long-term health effects such as cancer, birth defects, neurological damage, asthma, bronchitis, or genetic damage; TACs can also cause short-term acute effects such as eye watering, respiratory irritation, running nose, throat pain, and headaches. For evaluation purposes, TACs are separated into carcinogens and noncarcinogens. Carcinogens are assumed to have no safe threshold below which health impacts would not occur, and the cancer risk is expressed as excess cancer cases per one million exposed individuals (typically over a lifetime of exposure).

Diesel Particulate Matter

Diesel particulate matter (DPM) is part of a complex mixture that makes up diesel exhaust. Diesel exhaust is composed of two phases: gas and particle. The gas phase is composed of many of the urban hazardous air pollutants, such as acetaldehyde, acrolein, benzene, 1,3-butadiene, formaldehyde, and polycyclic aromatic hydrocarbons. The particle phase also has many different types of particles that can be classified by size or composition. The size of diesel particulates that are of greatest health concern are those that are in the categories of fine and ultra-fine particles. The composition of these fine and ultra-fine particles may be composed of elemental carbon with adsorbed compounds such as organic compounds, sulfate, nitrate, metals, and other trace elements. Diesel exhaust is emitted from a broad range of diesel engines, such as the on-road diesel engines of trucks, buses, and cars, and off-road diesel engines that include locomotives, marine vessels, and heavy-duty equipment (CARB 2021a).

Asbestos

Asbestos is a fibrous mineral that both naturally occurs in ultramafic rock (a rock type commonly found in California) and is used as a processed component of building materials. Because asbestos has been proven to cause a number of disabling and fatal diseases, such as asbestosis and lung cancer, it is strictly regulated either based on its natural widespread occurrence or in its use as a building material. In the initial Asbestos National Emission Standards for Hazardous Air Pollutants rule promulgated in 1973, a distinction was made between building materials that would readily release asbestos fibers when damaged or disturbed (friable) and those materials that were unlikely to result in significant fiber release (non-friable). The EPA has since determined that, when severely damaged, otherwise non-friable materials can release significant amounts of asbestos fibers. Asbestos has been banned from many

building materials under the Toxic Substances Control Act, the FCAA, and the Consumer Product Safety Act. Naturally occurring asbestos (NOA) is known to occur in many parts of California and is commonly associated with ultramafic or serpentinite rock.

Sensitive Receptors

Some land uses are considered more sensitive to air pollution than others due to the types of population groups or activities involved. Heightened sensitivity may be caused by health problems, proximity to the emissions source, and/or duration of exposure to air pollutants. Children, pregnant women, the elderly, and those with existing health problems are especially vulnerable to the effects of air pollution. Accordingly, land uses that are typically considered to be sensitive receptors include residences, schools, childcare centers, playgrounds, retirement homes, convalescent homes, hospitals, and medical clinics.

Air Quality Standards

The FCAA requires states to develop a general plan to attain and maintain the standards in all areas of the country and a specific plan to attain the standards for each area designated nonattainment. These plans, known as State Implementation Plans or SIPs, are developed by state and local air quality management agencies and submitted to EPA for approval.

The SIP for the State of California is administered by the CARB, which has overall responsibility for statewide air quality maintenance and air pollution prevention. California's SIP incorporates individual federal attainment plans for each regional air district. SIPs are prepared by the regional air district and sent to the CARB to be approved and incorporated into the California SIP. Federal attainment plans include the technical foundation for understanding air quality (e.g., emission inventories and air quality monitoring), control measures and strategies, and enforcement mechanisms.

The CARB also administers the CAAQS for the 10 air pollutants designated in the California Clean Air Act. The 10 state air pollutants include the six federal criteria pollutant standards listed above as well as visibility-reducing particulates, hydrogen sulfide, sulfates, and vinyl chloride. The federal and state ambient air quality standards are summarized in Table 3.3-1.

Table 3.3-1: California and National Ambient Air Quality Standards

Pollutant	Averaging Time	California Standards	National Standards	
		Concentration	Primary	Secondary
Ozone	1 Hour	0.09 ppm (180 µg/m^3)	—	Same as Primary Standard
	8 Hour	0.070 ppm (137 µg/m^3)	0.070ppm (137 µg/m^3)	
Respirable Particulate Matter	24 Hour	50 µg/m^3	150 µg/m3	Same as Primary Standard
	Annual Arithmetic Mean	20 µg/m^3	—	
Fine Particulate Matter	24 Hour	—	35 µg/m^3	Same as Primary Standard
	Annual Arithmetic Mean	12 µg/m^3	12 µg/m^3	

Pollutant	Averaging Time	California Standards	National Standards	
		Concentration	Primary	Secondary
Carbon Monoxide	1 Hour	20 ppm (23 mg/m^3)	35 ppm (40 mg/m^3)	—
	8 Hour	9.0 ppm (10 mg/m^3)	9 ppm (10 mg/m^3)	—
	8 Hour (Lake Tahoe)	6 ppm (7 mg/m^3)	—	—
Nitrogen Dioxide	1 Hour	0.18 ppm (339 µg/m^3)	100 ppb (188 µg/m^3)	—
	Annual Arithmetic Mean	0.030 ppm (57 µg/m^3)	0.053 ppm (100 µg/m^3)	Same as Primary Standard
Sulfur Dioxide	1 Hour	0.25 ppm (655 µg/m^3)	75 ppb (196 µg/m^3)	—
	3 Hour	—	—	0.5 ppm (1300 µg/m^3)
	24 Hour	0.04 ppm (105 µg/m^3)	0.14 ppm (for certain areas)	—
	Annual Arithmetic Mean	—	0.030 ppm (for certain areas)	—
Lead	30-Day Average	1.5 µg/m^3	—	—
	Calendar Quarter	—	1.5 µg/m^3	Same as Primary Standard
	Rolling 3-Month Average	—	0.15 µg/m^3	
Visibility-Reducing Particles	8 Hour	See Footnote 1	No National Standards	
Sulfates	24 Hour	25 µg/m^3		
Hydrogen Sulfide	1 Hour	0.03 ppm (42 µg/m^3)		
Vinyl Chloride	24 Hour	0.01 ppm (26 µg/m^3)		

Notes:

1 - In 1989, the CARB converted both the general statewide 10-mile visibility standard and the Lake Tahoe 30-mile visibility standard to instrumental equivalents, which are "extinction of 0.23 per kilometer" and "extinction of 0.07 per kilometer" for the statewide and Lake Tahoe Air Basin standards, respectively.

µg/m3 =micrograms per cubic meter

CARB = California Air Resources Board

mg/m3 = milligrams per cubic meter

ppm = parts per million

Source: BAAQMD 2017a

As summarized in Table 3.3-2, the San Francisco Bay Area Basin and Contra Costa County are currently designated as nonattainment areas for state ozone, $PM_{2.5}$, and PM_{10} standards, as well as national ozone and $PM_{2.5}$ standards, but are listed as unclassified under national PM_{10}. The standards for CO, nitrogen dioxide, sulfur dioxide, and lead are being met in the Bay Area. The BAAQMD has developed its 2017 Clean Air Plan, Spare the Air, Cool the Climate (BAAQMD 2017b) to update the most recent Bay Area ozone plan, the 2010 Clean Air Plan, pursuant to air quality planning requirements defined in the California Health & Safety Code. To fulfill state ozone planning requirements, the 2017 control strategy includes all feasible measures to reduce emissions of ozone precursors—reactive organic gases (ROG) and NO_X—and reduce transport of ozone and its precursors to neighboring air basins. In addition, the

2017 Clean Air Plan builds upon and enhances the BAAQMD's efforts to reduce emissions of fine particulate matter and TACs (BAAQMD 2017b). The BAAQMD adopted significance thresholds for construction-related and operational ROG, NO_X, PM, CO, and carbon dioxide equivalent (CO_2e), these thresholds are included in Table 3.3-3**Error! Reference source not found.**.

Table 3.3-2: Contra Costa County Area Designations for State and National Ambient Air Quality

Criteria Pollutants	State Designation	National Designation
Ozone (1-hour)	Nonattainment	—
Ozone (8-hour)	Nonattainment	Nonattainment
PM_{10}	Nonattainment	Unclassified
$PM_{2.5}$	Nonattainment	Unclassified/Nonattainment
Carbon Monoxide	Attainment	Attainment
Nitrogen Dioxide	Attainment	Unclassified/Attainment
Sulfur Dioxide	Attainment	Attainment
Sulfates	Attainment	—
Lead	Attainment	Attainment
Hydrogen Sulfide	Unclassified	—
Visibility Reducing Particles	Unclassified	—

Notes:
$PM_{2.5}$ = particulate matter less than 2.5 microns
PM_{10} = particulate matter between 2.5 and 10 microns
Source: BAAQMD 2017a

Table 3.3-3: BAAQMD Project-Level Air Quality CEQA Thresholds of Significance

Criteria Air Pollutants and Precursors (regional)	Average Daily Emissions (lbs/day)	Average Daily Emissions (lbs/day)	Maximum Annual Emissions (tpy)
ROG	54	54	10
NO_x	54	54	10
PM_{10}	82 (exhaust)	82	15
$PM_{2.5}$	54 (exhaust)	54	10
$PM_{10}/PM_{2.5}$ (fugitive dust)	Best Management Practices	None	
Local CO	None	9.0 ppm (8-hour average), 20.0 ppm (1-hour average)	
GHGs (projects other than stationary sources)	None	Compliance with Qualified GHG Reduction Strategy OR 1,100 $MTCO_2e$/yr OR 4.6 $MTCO_2e$/SP/yr (residents + employees)	

Notes:
CO = carbon monoxide

GHG = greenhouse gas
lbs/day= pounds per day
$MTCO_2e$/yr= metric tons of carbon dioxide equivalent per year
$MTCO_2e$/SP/yr= metric tons of carbon dioxide equivalent per service population per year
NO_X = nitrogen oxide
$PM_{2.5}$ = particulate matter 2.5 microns in diameter or less
PM_{10} = particulate matter 10 microns in diameter or less
ppm = parts per million
ROG = reactive organic gas
tpy= trips per year
Source: BAAQMD 2017c

The BAAQMD has established rules and regulations to attain and maintain State and national air quality standards. The rules and regulations that apply to this proposed project include, but are not limited to, the following:

Regulation 8, Rule 3

Architectural Coatings. This rule governs the manufacture, distribution, and sale of architectural coatings and limits the ROG content in paints and paint solvents. Although this rule does not directly apply to the proposed project, it does dictate the ROG content of paint available for use during the construction.

Regulation 8, Rule 15

Emulsified and Liquid Asphalts. Although this rule does not directly apply to the proposed project, it does dictate the ROG content of asphalt available for use during the construction through regulating the sale and use of asphalt and limits the ROG content in asphalt.

BAAQMD manages a naturally occurring asbestos program that administers the requirements of CARB's naturally occurring asbestos air toxic control measures (ATCM), as discussed above. The BAAQMD provides an exemption application, notification form for road construction and maintenance operations, and asbestos dust mitigation plan applications for projects to submit prior to the start of construction, or upon discovery of asbestos, ultramafic rock, or serpentine during construction. Forms must be submitted to the BAAQMD in accordance with the procedures detailed in the BAAQMD Asbestos ATCM Inspection Guidelines Policies and Procedures.

City of Pittsburg

As a component of General Plan Pittsburg 2020: A Vision for the 21st Century, the City has adopted policies to minimize air pollutant emissions. The following goals and policies are relevant to air quality and the proposed project:

- **Goal 9-G-9.** Work toward improving air quality and meeting all Federal and State ambient air quality standards by reducing the generation of air pollutants from stationary and mobile sources.
- **Goal 9-G-10.** Reduce the potential for human discomfort or illness due to local concentrations of toxic contaminants, odors, and dust.

- **Goal 9-G-11**. Reduce the number of motor vehicle trips and emissions accounted to Pittsburg residents and encourage land use and transportation strategies that promote use of alternatives to the automobile for transportation, including bicycling, bus transit, and carpooling.
- **Policy 9-P-29.** Cooperate with the BAAQMD to achieve emissions reductions for ozone and its precursor, PM_{10}.
- **Policy 9-P-30.** Cooperate with BAAQMD to ensure compliance with dust abatement measures during construction. These measures would reduce particulate emissions from construction and grading activities.

3.3.2 Methodology

Construction and operational emissions for the proposed project were modeled using the California Emissions Estimator Model (CalEEMod) version 2016.3.2. For detailed information on the assumptions please refer to Appendix A.

3.3.3 Environmental Impact Analysis

This section discusses potential impacts related to air quality associated with the proposed project and provides mitigation measures where necessary.

Impact AIR-1 Conflict with or obstruct implementation of the applicable air quality plan?

Impact Analysis
The BAAQMD's 2017 Clean Air Plan is the regional air quality plan (AQP) for the Air Basin. It identifies strategies to bring regional emissions into compliance with federal and State air quality standards. The BAAQMD's Guidance provides two criteria for determining if a plan-level project is consistent with the current AQP control measures. However, the BAAQMD does not provide a threshold of significance for project-level consistency analysis. Therefore, the following criteria will be used for determining a project's consistency with the AQP.

- Criterion 1: Does the project support the primary goals of the AQP?
- Criterion 2: Does the project include applicable control measures from the AQP?
- Criterion 3: Does the project disrupt or hinder implementation of any AQP control measures?

Criterion 1

The primary goals of the 2017 Clean Air Plan, the current AQP, are to:

- Protect public health through the attainment air quality standards
- Protect the climate

As discussed in impact discussions AIR-2, AIR-3, and AIR-4, the proposed project would not significantly contribute to cumulative nonattainment pollutant violations, expose sensitive receptors to substantial

pollutant concentrations, or create objectionable odors affecting a substantial number of people after implementation of Mitigation Measure AIR-1 and Mitigation Measure AIR-2. Therefore, the project is consistent with criterion 1 with incorporation of mitigation. Mitigation Measure AIR-1 would require all construction contractors to implement the basic construction mitigation measures recommended by the BAAQMD to reduce fugitive dust emissions, while Mitigation Measure AIR-2 would require cleaner offroad construction equipment to be used during project construction.

Criterion 2

The 2017 Clean Air Plan contains 85 control measures aimed at reducing air and climate pollutants in the Bay Area. For purposes of consistency with climate planning efforts at the state level, the control strategy in the Clean Air Plan is based upon the same economic sector framework used by the CARB for its 2014 update to the Assembly Bill (AB) 32 Scoping Plan. The sectors are as follows:

- Stationary Sources
- Transportation
- Energy
- Buildings
- Agriculture
- Natural and Working Lands
- Waste Management
- Water
- Super-GHG (greenhouse gases) Pollutants

The proposed project's potential to conflict with each of these measures is discussed below.

Stationary Source Control Measures. The Stationary Source Measures, which are designed to reduce emissions from stationary sources such as metal melting facilities, refineries, and glass furnaces, are incorporated into rules adopted by the BAAQMD and then enforced by the BAAQMD's Permit and Inspection programs. The proposed project would develop a hotel including 115 guest rooms and associated onsite guest amenities and would not include any stationary sources of emissions. As such, the Stationary Source Measures of the Clean Air Plan are not applicable to the proposed project.

Transportation Control Measures. The BAAQMD identifies Transportation Measures as part of the Clean Air Plan to decrease emissions of criteria pollutants, TACs, and GHGs by reducing demand for motor vehicle travel, promoting efficient vehicles and transit service, decarbonizing transportation fuels, and electrifying motor vehicles and equipment. The proposed project would be constructed in accordance with City standards and would be consistent with the BAAQMD's effort to encourage planning for bicycle and pedestrian facilities.

Energy Control Measures. The Clean Air Plan also includes Energy Control Measures, which are designed to reduce emissions of criteria air pollutants, TACs, and GHGs by decreasing the amount of electricity consumed in the Bay Area, as well as decreasing the carbon intensity of the electricity used by

switching to less GHG-intensive fuel sources for electricity generation. Since these measures apply to electrical utility providers and local government agencies (and not individual projects), the Energy Control Measures of the Clean Air Plan are not applicable to the proposed project. However, the project applicant would be required to conform to the energy efficiency requirements of the California Building Standards Code, also known as Title 24. Specifically, the project must implement the requirements of the most recent Building Energy Efficiency Standards, which is the current version of Title 24.

Building Control Measures. The BAAQMD has authority to regulate emissions from certain sources in buildings such as boilers and water heaters but has limited authority to regulate buildings themselves. Therefore, the strategies in the control measures for this sector focus on working with local governments that do have authority over local building codes, to facilitate adoption of best GHG control practices and policies. The proposed project would be required to comply with the latest California Green Building Standards Code (CALGreen) standards. Therefore, the Building Control Measures of the Clean Air Plan are not applicable to the proposed project.

Agriculture Control Measures. The Agriculture Control Measures are designed to primarily reduce emissions of methane. Since the proposed project does not include any agricultural activities, the Agriculture Control Measures of the Clean Air Plan are not applicable to the proposed project.

Natural and Working Lands Control Measures. The Natural and Working Lands Control Measures focus on increasing carbon sequestration on rangelands and wetlands, as well as encouraging local governments to develop ordinances that promote urban-tree plantings. Since the project does not include the disturbance of any rangelands or wetlands, the Natural and Working Lands Control Measures of the Clean Air Plan are not applicable to the proposed project.

Waste Management Control Measures. The Waste Management Measures focus on reducing or capturing methane emissions from landfills and composting facilities, diverting organic materials away from landfills, and increasing waste diversion rates through efforts to reduce, reuse, and recycle. The proposed project would comply with local requirements for waste management (e.g., recycling and composting services). Therefore, the proposed project would be consistent with the Waste Management Control Measures of the Clean Air Plan.

Water Control Measures. The Water Control Measures focus on reducing emissions of criteria pollutants, TACs, and GHGs by encouraging water conservation, limiting GHG emissions from publicly owned treatment works (POTWs), and promoting the use of biogas recovery systems. Since these measures apply to POTWs and local government agencies (and not individual projects), the Water Control Measures are not applicable to the proposed project.

Super-GHG Control Measures. The Super-GHG Control Measures are designed to facilitate the adoption of best GHG control practices and policies through the BAAQMD and local government agencies. Since these measures do not apply to individual projects, the Super-GHG Control Measures are not applicable to the proposed project.

As discussed above, most of the measures contained in the Clean Air Plan would not be appliable to the proposed project. The proposed project would not impede implementation of any measures contained in

the Clean Air Plan and would be consistent with applicable measures outlined in the Clean Air Plan. Therefore, the proposed project would not disrupt or hinder implementation of a control measure from the Clean Air Plan.

Criterion 3

If the approval of a project would not cause a disruption, delay, or otherwise hinder the implementation of any clean air plan control measure, it would be considered consistent with the 2017 Clean Air Plan. Examples of how a project may cause the disruption or delay of control measures include a project that precludes an extension of a transit line or bike path or proposes excessive parking beyond parking requirements. The proposed project will not preclude extension of a transit line or bike path, propose excessive parking beyond parking requirements, or otherwise create an impediment or disruption to implementation of any AQP control measures.

Conclusion

The proposed project would be consistent with the criteria of the AQP with incorporation of Mitigation Measure AIR-1 and Mitigation Measure AIR-2. As such, with the incorporation of this mitigation measure, this impact would be less than significant.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures

MM AIR-1: **Implement Construction Best Management Practices.** The applicant shall require all construction contractors to implement the basic construction mitigation measures recommended by the BAAQMD to reduce fugitive dust emissions. Emission reduction measures will include, at a minimum, the following measures. Additional measures may be identified by the BAAQMD or contractor as appropriate:

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) will be watered two times per day.
- All haul trucks transporting soil, sand, or other loose material off-site will be covered.
- All visible mud or dirt track-out onto adjacent public roads will be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- All vehicle speeds on unpaved roads shall be limited to 15 miles per hour.
- All roadways, driveways, and sidewalks to be paved will be completed as soon as possible. Building pads will be laid as soon as possible after grading unless seeding or soil binders are used.

- Idling times shall be minimized either by shutting equipment off when not in use or by reducing the maximum idling time to 5 minutes (as required by the California Airborne Toxics Control Measure Title 13, Section 2485 of CCR. Clear signage shall be provided for construction workers at all access points.
- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator or checked by a certified mechanic and determined to be running in proper condition prior to operation.
- Post a publicly visible sign with the telephone number and person to contact at the City of Pittsburg regarding dust complaints. This person will respond and take corrective action within 48 hours. The BAAQMD's phone number will also be visible to ensure compliance with applicable regulations.

MM AIR-2 The following condition shall be implemented during all phases of construction to reduce potential exposure of diesel particulate matter (DPM) emissions to sensitive receptors located near the project site:

Prior to the issuance of any demolition, grading, or building permits (whichever occurs earliest), the project applicant and/or construction contractor shall prepare a construction operations plan that, during construction activities, requires all off-road equipment with engines greater than 75 horsepower to meet either the particulate matter emissions standards for Tier 4 Interim engines or be equipped with Level 3 diesel particulate filters. Tier 4 Interim engines shall, at a minimum, meet EPA or CARB particulate matter emissions standards for Tier 4 Interim engines. Alternatively, use of CARB-certified Level 3 diesel particulate filters on off-road equipment with engines greater than 75 horsepower can be used in lieu of Tier 4 Interim engines or in combination with Tier 4 Interim engines. The construction contractor shall maintain records documenting its efforts to comply with this requirement, including equipment lists. Off-road equipment descriptions and information shall include, but are not limited to, equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, and engine serial number. The project applicant and/or construction contractor shall submit the construction operations plan and records of compliance to the City of Pittsburg.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact AIR-2	**Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or State ambient air quality standard?**

Impact Analysis

In developing thresholds of significance for air pollutants, the BAAQMD considered the emission levels for which a project's individual emissions would be cumulatively considerable. If a project exceeds the identified significance thresholds, its emissions would be cumulatively considerable, resulting in significant adverse air quality impacts to the region's existing air quality conditions. Project construction and operational impacts are assessed separately below.

Construction Emissions

Construction activities associated with development of the proposed project would include site preparation, grading, building construction, paving, and architectural coatings. Emissions from construction-related activities are generally short-term in duration but may still cause adverse air quality impacts. During construction, fugitive dust would be generated from earth-moving activities. Exhaust emissions would also be generated from off-road construction equipment and construction-related vehicle trips. Emissions associated with construction of the proposed project are discussed below.

Construction Fugitive Dust (PM_{10} and $PM_{2.5}$)

During construction (grading), fugitive dust (PM_{10} and $PM_{2.5}$) would be generated from site grading and other earth-moving activities. Most of this fugitive dust will remain localized and will be deposited near the project site.

The BAAQMD does not have a quantitative threshold for fugitive dust. The BAAQMD's Air Quality Guidelines recommend that projects determine the significance for fugitive dust through application of best management practices (BMPs). Mitigation Measure AIR-1 requires the implementation of fugitive dust control measures that are consistent with BMPs established by the BAAQMD, which reduce the project's construction-generated fugitive dust impacts to a less than significant level.

Construction Emissions: ROG, NO_X, PM_{10} (exhaust), $PM_{2.5}$ (exhaust)

Table 3.3-4 provides the construction emissions estimate for the proposed project. Please refer to Appendix A for details regarding assumptions used to estimate construction emissions. The duration of construction activity and associated equipment represent a reasonable approximation of the expected construction fleet as required pursuant to CEQA guidelines. The construction emissions in each year are well below the recommended thresholds of significance. The project would implement Mitigation Measure AIR-1 as recommended by the BAAQMD. The emissions from construction would be less than significant.

Table 3.3-4: Construction Annual and Daily Average Emissions (Unmitigated Average Daily Rate)

Parameter	Air Pollutants			
	ROG	NO_X	PM_{10} (Exhaust)	$PM_{2.5}$ (Exhaust)
2021 Construction Year (tons/year)	0.212	1.733	0.077	0.074
2022 Construction Year (tons/year)	0.408	0.541	0.023	0.022
Total Emissions (tons/year)	*0.620*	*2.274*	*0.100*	*0.096*
Total Emissions (pounds/year)	1,241	4,549	201	192
Average Daily Emissions (pounds/day)[1]	**4.74**	**17.36**	**0.77**	**0.73**
Significance Threshold (pounds/day)	**54**	**54**	**82**	**54**
Exceeds Significance Threshold?	**No**	**No**	**No**	**No**

Notes:
[1] Calculated by dividing the total number of pounds by the total 262 working days of construction for the entire construction period. Calculations use unrounded numbers.
lbs = pounds
NO_X = oxides of nitrogen
PM_{10} = particulate matter 10 microns in diameter
$PM_{2.5}$ = particulate matter 2.5 microns in diameter
ROG = reactive organic gases
Source: Appendix A.

Operational Emissions

As previously discussed, the pollutants of concern include ROG, NO_X, PM_{10}, and $PM_{2.5}$. Full buildout of the proposed project is anticipated to occur in 2022, immediately following the completion of construction. Emissions were assessed for full buildout operations in the 2022 operational year (Table 3.3-5). To present a conservative analysis, a full year of operations in the 2022 was assumed for the purpose of estimating emissions. The BAAQMD Criteria Air Pollutant Significance thresholds were used to determine impacts. Unmitigated Operational Average Daily Emissions are presented in Table 3.3-6.

Table 3.3-5: Operational Annual Emissions for Full Buildout (Unmitigated)

Emissions Source	Tons per Year			
	ROG	NO_X	PM_{10}	$PM_{2.5}$
Area	0.23	<0.01	<0.01	<0.01
Energy	0.02	0.14	0.01	0.01
Mobile (Motor Vehicles)	0.12	0.53	0.37	0.10
Total Project Annual Emissions	**0.36**	**0.67**	**0.38**	**0.11**
Thresholds of Significance	**10**	**10**	**15**	**10**
Exceeds Significance Threshold?	**No**	**No**	**No**	**No**

Notes:
NO_X = oxides of nitrogen

$PM_{2.5}$ = particulate matter 2.5 microns or less in diameter
PM_{10} = particulate matter 10 microns or less in diameter
ROG = reactive organic gases
Source: Appendix A.

Table 3.3-6: Operational Average Daily Emissions (Unmitigated)

Emissions Source	Tons per Year			
	ROG	NO_X	PM_{10}	$PM_{2.5}$
Total Project Annual Emissions[1] (tons/year)	0.360	0.666	0.378	0.111
Total Project Annual Emissions[2] (lbs/year)	719	1,332	756	223
Average Daily Emissions[3] (lbs/day)	**1.97**	**3.65**	**2.07**	**0.61**
BAAQMD Average Daily Emission Thresholds (lbs/day)	**54**	**54**	**82**	**54**
Exceeds Significance Threshold?	**No**	**No**	**No**	**No**

Notes:
[1] Tons per year are shown in 3.3-5.
[2] Pounds per year were calculated using the unrounded annual project operational emissions.
[3] The average daily operational emissions were estimated based on the total annual emissions divided by 365 days.
lbs = pounds
NO_X = oxides of nitrogen
$PM_{2.5}$ = particulate matter 2.5 microns or less in diameter
PM_{10} = particulate matter 10 microns or less in diameter
ROG = reactive organic gases
Source: Appendix A.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures
Mitigation Measure AIR-1 is required.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact AIR-3 Expose sensitive receptors to substantial pollutant concentrations?

Impact Analysis
This discussion addresses whether the proposed project would expose sensitive receptors to substantial pollutant concentrations. The localized pollutants that could impact sensitive receptors include: NOA, construction-generated fugitive dust (PM_{10} and $PM_{2.5}$), construction generated DPM, CO hotspots and operational-related TACs. Project construction and operational impacts are assessed separately below.

Some land uses are considered more sensitive to air pollution than others due to the types of population groups or activities involved. Heightened sensitivity may be caused by health problems, proximity to the emissions source, and/or duration of exposure to air pollutants. Children, pregnant women, the elderly,

and those with existing health problems are especially vulnerable to the effects of air pollution. Accordingly, the following are land uses where sensitive receptors are typically located:

- Long-term health care facilities
- Rehabilitation centers
- Convalescent centers
- Hospitals
- Retirement homes
- Residences
- Schools and childcare centers

As a hotel project, the proposed project itself would be non-residential and would not be considered a sensitive receptor once operational.

Project as a Source – Construction

Construction Fugitive Dust

During construction (grading), fugitive dust (PM_{10} and $PM_{2.5}$) is generated. As detailed in Impact AIR-1, the proposed project would result in a less than significant dust impact after incorporation of Mitigation Measure AIR-1. Therefore, the proposed project would not expose adjacent receptors to significant amounts of construction dust after incorporation of mitigation.

Construction-Generated DPM

Construction activity using diesel-powered equipment emits DPM, a known carcinogen. DPM includes exhaust $PM_{2.5}$. A 10-year research program (CARB 2021b) demonstrated that DPM (exhaust $PM_{2.5}$) from diesel-fueled engines is a human carcinogen and that chronic (long-term) inhalation exposure to DPM poses a chronic health risk. Health risks from TACs are a function of both concentration and duration of exposure. Construction diesel emissions are temporary, affecting an area for a period of weeks or months. Additionally, construction-related sources are mobile and transient in nature.

The health risk assessment evaluated DPM (represented as exhaust $PM_{2.5}$) and $PM_{2.5}$ (exhaust $PM_{2.5}$ and fugitive $PM_{2.5}$) emissions generated during construction of the proposed project and the related health risk impacts for sensitive receptors located within 1,000 feet of the project boundary. According to the BAAQMD, a project would result in a significant impact if it would individually expose sensitive receptors to TACs resulting in an increased cancer risk greater than 10.0 in one million, an increased non-cancer risk of greater than 1.0 on the hazard index (chronic or acute), or an annual average ambient $PM_{2.5}$ increase greater than 0.3 micrograms per cubic meter ($\mu g/m^3$). As shown in Table 3.3-7, the health risk from these sources is determined to be less than significant.

Table 3.3-7: Unmitigated Health Risks from Project Construction to Off-Site Receptors

Health Impact Metric	Carcinogenic Inhalation Health Risk in One Million	Chronic Inhalation Hazard Index[2]	Annual $PM_{2.5}$ Concentration ($\mu g/m^3$)
Risks and Hazards at the MEI[1]			
Risks and Hazards at the MEI: Infant (3rd Trimester)	14.07	0.021	0.108
Risks and Hazards at the MEI: Infants (Age Zero)	16.90	0.021	0.108
Risks and Hazards at the MEI: Child	2.66	0.021	0.108
Risks and Hazards at the MEI: Adult	0.30	0.021	0.108
BAAQMD Significance Threshold	10	1.0	0.3
Exceeds Individual Source Threshold?	Yes	No	No

Notes:
$\mu g/m^3$ = micrograms per cubic meter
DPM = diesel particulate matter
MEI = maximally exposed individual
$PM_{2.5}$ = particulate matter less than 2.5 microns
[1] The MEI is located at an existing residence 70 feet southwest the of the project site.
[2] Chronic non-cancer hazard index was estimated by dividing the annual DPM concentration (as $PM_{2.5}$ exhaust) by the REL of 5 $\mu g/m^3$.
Source: Appendix A.

The project site is located within 1,000 feet of existing and planned sensitive receptors that could be exposed to diesel emission exhaust during the construction period. To estimate the potential cancer risk associated with construction of the proposed project from equipment exhaust (including DPM), a dispersion model was used to translate an emission rate from the source location to concentrations at the receptor locations of interest (i.e., receptors at a nearby hospital). The maximally exposed individual (MEI) was found to be an existing residence located approximately 70 feet southwest the of the project site.

As indicated in Table 3.3-7, construction of the proposed project would exceed at least one applicable BAAQMD threshold of the three health impact metrics prior to incorporation of mitigation. Specifically, the cancer risk from construction of the proposed project would exceed the applicable cancer risk significance threshold at the MEI for both infant scenarios. Therefore, the proposed project would be required to implement Mitigation Measure AIR-2 to reduce health risk impacts. Table 3.3-8 summarizes the health and hazard impacts at the MEI from construction of the proposed project after the incorporation of Mitigation Measure AIR-2.

Table 3.3-8: Mitigated Health Risks from Project Construction to Off-Site Receptors

Health Impact Metric	Carcinogenic Inhalation Health Risk in One Million	Chronic Inhalation Hazard Index[2]	Annual $PM_{2.5}$ Concentration ($\mu g/m^3$)
Risks and Hazards at the MEI[1]– Mitigated (Tier 4 Option)			
Risks and Hazards at the MEI: Infant (3rd Trimester)	4.23	0.006	0.036

Health Impact Metric	Carcinogenic Inhalation Health Risk in One Million	Chronic Inhalation Hazard Index[2]	Annual $PM_{2.5}$ Concentration ($\mu g/m^3$)
Risks and Hazards at the MEI: Infants (Age Zero)	5.08	0.006	0.036
Risks and Hazards at the MEI: Child	0.80	0.006	0.036
Risks and Hazards at the MEI: Adult	0.09	0.006	0.036
Risks and Hazards at the MEI[1]– Mitigated (Level 3 Filters Option)			
Risks and Hazards at the MEI: Infant (3rd Trimester)	5.28	0.008	0.039
Risks and Hazards at the MEI: Infants (Age Zero)	6.34	0.008	0.039
Risks and Hazards at the MEI: Child	1.00	0.008	0.039
Risks and Hazards at the MEI: Adult	0.11	0.008	0.039
Maximum Risks and Hazards at the MEI[1] After the Incorporation of Mitigation Measure AIR-2			
Maximum Risks and Hazards at the MEI in Any Scenario Analyzed	6.34	0.008	0.039
BAAQMD Significance Threshold	10	1.0	0.3
Exceeds Individual Source Threshold in Either Scenario?	No	No	No

Notes:

$\mu g/m^3$ = micrograms per cubic meter

DPM = diesel particulate matter

MEI = maximally exposed individual

$PM_{2.5}$ = particulate matter less than 2.5 microns

[1] The MEI is located at an existing residence 70 feet southwest the of the project site.

[2] Chronic non-cancer hazard index was estimated by dividing the annual DPM concentration (as $PM_{2.5}$ exhaust) by the REL of 5 $\mu g/m^3$.

Source: Appendix A.

Naturally Occurring Asbestos

The California DOC and the United States Geological Survey (USGS) have published a guide for generally identifying areas that are likely to contain NOA. There are no NOA areas located in in the immediate vicinity of the project site. Therefore, there is no impact related to exposure to substantial pollutants from NOA.

Project as a Source – Operation

CO Hotspot

Localized high levels of CO (CO hotspot) are associated with traffic congestion and idling or slow-moving vehicles. The BAAQMD recommends a screening analysis to determine if a project has the potential to contribute to a CO hotspot. The screening criteria identify when site-specific CO dispersion modeling is necessary. The project would result in a less than significant impact to air quality for local CO if the following screening criteria are met:

- The project is consistent with an applicable congestion management program established by the county congestion management agency for designated roads or highways, regional transportation plan, and local congestion management agency plans; or
- The project traffic would not increase traffic volumes at affected intersections to more than 44,000 vehicles per hour; or
- The project traffic would not increase traffic volumes at affected intersections to more than 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited (e.g., tunnel, parking garage, bridge underpass, natural or urban street canyon, below-grade roadway).

Implementation of the proposed project would not conflict with the applicable congestion management program established by the Contra Costa Transportation Authority. According to the traffic analysis prepared for the proposed project by Stantec, the proposed project would generate approximately 39 net new trips during the a.m. peak hour and 42 net new trips during the p.m. peak hour and would not substantially increase traffic volumes on nearby roadways above 44,000 vehicles per hour. Furthermore, the adjacent roadways are not located in an area where vertical and/or horizontal mixing, or the free movement of the air mass, is substantially limited by physical barriers such as bridge overpasses or urban or natural canyon walls. Therefore, the project would not significantly contribute to an existing or projected CO hotspot. Impacts are less than significant.

Toxic Air Contaminants

The proposed project would develop a hotel would including 115 guest rooms and associated onsite guest amenities and would not generate substantial on-site TAC emissions during operation. Hotel developments are not land uses that are typically associated with TAC emissions and the proposed project does not include any features that would include more than usual TAC emission. As described in the project-specific traffic analysis, the proposed project is expected to generate a net increase of 4.46 daily vehicle trips per hotel guest room or 513 average daily trips. The proposed project would primarily generate trips associated with visitors (including guests) and employees traveling to and from the project site. The daily travel trips to and from the project site would primarily be generated by passenger vehicles. Because nearly all passenger vehicles are gasoline-combusted, the proposed project would not generate a significant amount of DPM emissions during operation. Therefore, the proposed project would not result in significant health impacts to nearby sensitive receptors during operation.

Cumulative Health Risk Assessment

The BAAQMD recommends assessing the potential cumulative impacts from sources of TACs within 1,000 feet of a project. For a project-level analysis, the BAAQMD provides three tools for use in screening potential sources of TACs. The BAAQMD-provided tools that were used to assess the potential cumulative impacts from TACs are described below.

- **Stationary Source Risk and Hazard Screening Tools.** The BAAQMD prepared a Geographic Information System (GIS) tool with the location of permitted sources. For each emissions source, the BAAQMD provides conservative estimates of cancer risk and $PM_{2.5}$ concentrations. Based on

information from the GIS tool, there are five BAAQMD-permitted stationary sources within 1,000 feet of the project site.

- **Health Risks for Local Roadways.** The BAAQMD pre-calculated concentrations and the associated potential cancer risks and $PM_{2.5}$ concentration increases for each county within their jurisdiction for roadways that carry at least 30,000 average daily trips. For certain areas, the BAAQMD also included local roadways that meet BAAQMD's "major roadway" criteria of 10,000 vehicles or 1,000 trucks per day. The latest available screening tool is in the form of a GIS raster file.

- **Freeway Screening Analysis Tool.** The BAAQMD prepared a GIS raster file that contains pre-estimated cancer risk and $PM_{2.5}$ concentration increases for highways within the Bay Area.

- **Rail Screening Tool.** The BAAQMD prepared a GIS raster file that contains estimated cancer risks and $PM_{2.5}$ concentrations from railroad operations at any point within the Air Basin.

Cumulative Health Risk Assessment at the Maximum Impacted Receptor During Project Construction

The cumulative health risk results, including health risks from the existing TAC sources, are summarized during project construction in Table 3.3-9. Cumulative health risk results shown therein are representative of the health risks to the MEI which would experience the highest concentration of pollutants.

Table 3.3-9: Summary of the Cumulative Health Impacts at the Maximally Exposed Individual during Project Construction

Source	Cancer Risk in One Million	Chronic Inhalation Hazard Index	Annual $PM_{2.5}$ Concentration ($\mu g/m^3$)
Project Construction			
Project Construction – Unmitigated Equipment	16.898	0.021	0.108
Project Construction – Mitigated (Tier 4 Option)	5.078	0.006	0.036
Project Construction – Mitigated (Level 3 Filters Option)	6.338	0.008	0.039
Existing Sources[1]			
Contra Costa Vinyl Service (FACID 8638)	0.000	0.000	0.000
Cameron (FACID 11196)	0.000	0.000	0.000
Contra Costa County (FACID 14149)	5.230	0.010	0.130
ARCO Facility #6526 (FACID 112213)	43.890	0.190	0.000
Loveridge Shell (FACID 112453)	22.400	0.100	0.000
Existing Major Local Roadways	0.780	ND	0.014
Existing Highways	6.074	ND	0.113
Existing Railways	2.566	ND	0.003
Local Roadway (E Leland Road)[2]	3.670	ND	0.069

Source	Cancer Risk in One Million	Chronic Inhalation Hazard Index	Annual $PM_{2.5}$ Concentration ($\mu g/m^3$)
Local Roadway (Loveridge Road)[2]	2.117	ND	0.039
Cumulative Health Risks at the MEI[3] – Unmitigated Equipment			
Cumulative Total with Unmitigated Project Construction	103.625	0.321	0.476
BAAQMD's Cumulative Thresholds of Significance	100	10	0.8
Threshold Exceedance in Unmitigated Scenario?	**Yes**	**No**	**No**
Cumulative Health Risks at the MEI[3] – Mitigated Equipment			
Cumulative Total with Mitigated Project Construction (Tier 4 Option)	91.805	0.306	0.404
Cumulative Total with Mitigated Project Construction (Level 3 Filters Option)	93.065	0.308	0.407
BAAQMD's Cumulative Thresholds of Significance	100	10	0.8
Threshold Exceedance in Either Mitigated Scenario?	**No**	**No**	**No**

Notes:

MEI = maximally exposed individual

ND = no data available

[1] No adjustments were made to reduce the cancer risk and hazard associated with sources that can be expected with further distances from the source of emissions; this presents a conservative estimate.

[2] The MEI is located at an existing residence 70 feet southwest the of the project site.

Source: Appendix A.

As noted in Table 3.3-9, the cumulative impacts from the proposed project construction and existing sources of TACs would be less than the BAAQMD's cumulative thresholds of significance after incorporation Mitigation Measure AIR-2. Thus, the cumulative health risk impacts from project construction would be less than significant with incorporation of mitigation.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures
Mitigation Measure AIR-1 and Mitigation Measure AIR-2 are required.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact AIR-4 Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Impact Analysis
As stated in the BAAQMD 2017 Air Quality Guidelines, odors are generally regarded as an annoyance rather than a health hazard and the ability to detect odors varies considerably among the populations and overall is subjective. The BAAQMD does not have a recommended odor threshold for construction activities. However, BAAQMD recommends screening criteria that are based on distance between types

of sources known to generate odor and the receptor. For projects within the screening distances, the BAAQMD has the following threshold for project operations:

- An odor source with five (5) or more confirmed complaints per year averaged over 3 years is considered to have a significant impact on receptors within the screening distance shown in the BAAQMD's guidance (see Table 3.3-3).

The BAAQMD's 2017 Air Quality Guidelines provide a table with odor screening distances recommended by BAAQMD for a variety of land uses. Projects that would site an odor source or a receptor farther than the applicable screening distance, shown in Table 3.3-10 below, would not likely result in a significant odor impact.

Table 3.3-10: Screening Levels for Potential Odor Sources

Odor Generator	Distance
Wastewater Treatment Plant	2 miles
Wastewater Pumping Facilities	1 mile
Sanitary Landfill	2 miles
Transfer Station	1 mile
Composting Facility	1 mile
Petroleum Refinery	2 miles
Asphalt Batch Plant	2 miles
Chemical Manufacturing	2 miles
Fiberglass Manufacturing	1 mile
Painting/Coating Operations	1 mile
Rendering Plant	2 miles
Coffee Roaster	1 mile
Food Processing Facility	1 mile
Confined Animal Facility/Feed Lot/Dairy	1 mile
Green Waste and Recycling Operations	1 mile

Source: BAAQMD 2017c

Project Construction and Project Operation

The occurrence and severity of odor impacts depend on numerous factors, including the nature, frequency, and intensity of the source; wind speed and direction; and the presence of sensitive receptors. Although offensive odors rarely cause any physical harm, they still can be very unpleasant, leading to considerable distress and often generating citizen complaints to local governments and regulatory agencies. Project operations would not be anticipated to produce odorous emissions. Construction activities associated with the proposed project could result in short-term odorous emissions from diesel exhaust associated with construction equipment. However, these emissions would be intermittent and would dissipate rapidly from the source. In addition, this diesel-powered equipment would only be present

onsite temporarily during construction activities. Therefore, the proposed would not create objectionable odors affecting a substantial number of people, and the impact would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

3.4 BIOLOGICAL RESOURCES

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations, or by the California Department of Fish or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or State habitat conservation plan?	☐	☒	☐	☐

3.4.1 Environmental Setting

The proposed project is located in Contra Costa County in the City of Pittsburg on a 2.09-acre vacant lot with a to be determined APN in the Loveridge Planning Subarea. The project site is designated Business Commercial by the General Plan and is within the City's Industrial Park zoning district. The project site is surrounded by the following land uses:

- **North.** Industrial land uses are located north of the project site, beyond which lies SR 4, which runs east/west.

- **South.** South of the project site is commercial development and high-density residential apartments, followed by E Leland Road.
- **West.** West of the project site is high-density residential apartments and industrial land uses, followed by Dias Circle and Piedmont Way.
- **East.** Loveridge Road is directly east of the project site, followed by commercial development.

The topography of the study area, which is defined as a 100-foot buffer around the project site, is nearly level with elevations ranging from approximately 70 to 75 feet above mean sea level (amsl). Regionally, the study area has a Mediterranean climate characterized by hot, dry summers and moderate winters, with average annual temperatures ranging from 46 to 75 degrees Fahrenheit (°F). Historical data used to describe the climate was collected at the Antioch Pumping Plant #3 Station, approximately 3.5 miles east of the study area (Western Regional Climate Center 2021). Precipitation in the study area occurs as rain. Average annual rainfall is 11.2 inches and occurs primarily from October through April. The growing season (i.e., 50 percent probability of air temperature 32ºF or higher) in the study area is around 304 days and occurs between mid-February and early December (Western Regional Climate Center 2021).

3.4.2 Methodology

This section summarizes the methods used to identify and analyze potential impacts on sensitive habitats and effects on special status plants and animals that may occur on the project site. As described below, a biologist conducted database searches and literature reviews to determine which rare natural communities and special status species have the potential to occur on the project site. A more detailed description of these methods is provided in the project Biological Resources Technical Report, which is included as Appendix B of this document.

Background Research

This analysis is based on a review of existing information about sensitive biological resources known to occur within and near the project site and followed by field surveys to determine whether biological resources are absent, present, and/or are likely to be present.

For the purpose of this evaluation, special status plant species include plants that are:

1) listed as threatened or endangered under the California Endangered Species Act (CESA) or Federal Endangered Species Act (FESA);
2) proposed for federal listing as threatened or endangered;
3) State or federal candidate species;
4) designated as rare by the California Department of Fish and Wildlife (CDFW); or
5) California Rare Plant Rank 1A, 1B, 2A or 2B species.

For the purpose of this evaluation, special status animal species include species that are:

1) listed as threatened or endangered under the CESA or FESA;
2) proposed for federal listing as threatened or endangered;

3) State or federal candidate species; or
4) identified by the CDFW as species of special concern or fully protected species.

Sensitive natural communities are those communities that are highly limited in distribution and may or may not contain rare, threatened, or endangered species. The California Natural Diversity Database (CNDDB) ranks natural communities according to their rarity and endangerment in California. Habitats are considered sensitive if they are identified on the CDFW List of Vegetation Alliances and Associations as being highly imperiled or classified by CDFW in the CNDDB as natural communities of special concern – Ranks S1 to S3.

The potential for special status species to occur within the study area were classified under one of five categories, as described below. Only those special status species with an occurrence potential of moderate or greater are evaluated in detail.

- **Present:** The species is known to be present or has been recently observed in the study area.
- **High:** The species has been observed and documented within 3 miles of the study area within the last 5 years, and suitable habitat for the species is present.
- **Moderate:** The proposed project is located within the range of the species, there are documented occurrences within 3 miles of the study area, and/or potential habitat for the species exists in the study area.
- **Low:** The proposed project is located within the range of the species, and low-quality (e.g., disturbed, agricultural) habitat is present.
- **Absent:** The proposed study area is located outside of the species range, and/or potential habitat to support the species is not present in the study area.

Prior to conducting a reconnaissance-level biological field survey, Stantec completed a desktop analysis to identify sensitive biological resources (wildlife species, plant species, and their habitats) that may occur within the proposed project site and region, as defined by the CDFW, United States Fish and Wildlife (USFWS), and California Native Plant Society (CNPS). The following resources were used to identify those potentially occurring biological resources:

- CDFW CNDDB records search of special status species and habitat observations in the proposed project site and in the 3 miles surrounding the proposed project site (CDFW 2020a);
- CNPS online Inventory of Rare and Endangered Plants of California for Antioch North, Denverton, Birds Landing, Rio Vista, Honker Bay, Jersey Island, Clayton, Antioch South, and Brentwood USGS 7.5-minute Quads (CNPS 2020);
- USFWS list of endangered, threatened, and candidate species that may occur in the proposed project site (USFWS 2020) (Appendix B);

- USFWS Designated Critical Habitat data for federally threatened and endangered species (USFWS 2020);
- Calflora online database for Contra Costa County (Calflora 2020). Calflora was used as a secondary tool for the purpose of assessing rare plant species that have the potential to occur within Contra Costa County.

Based on this background research, a list of special status species that have the potential to occur or are known to occur in the project site and vicinity was developed. The list was refined based on reconnaissance-level biological field surveys to determine the potential for those species to occur in the project site.

Reconnaissance Survey

A reconnaissance-level biological survey was conducted by Stantec on December 10, 2020. The reconnaissance-level survey was performed on foot, walking meandering transects throughout the entire study area to characterize habitats, identify potential aquatic resources that may be subject to regulatory agency jurisdiction (e.g., United States Army Corps of Engineers [USACE], CDFW), assess potential for special status species to occur, and to record observed species. To better focus the field survey efforts on those plant and animal special status species that may occur in the study area, a target list of potentially occurring species was developed during the literature and database review process. Plant taxonomy for the botanical survey uses the Jepson Manual (Baldwin et al. 2012).

Vegetation Communities

Habitat types in the study area were classified based on descriptions provided in *A Guide to Wildlife Habitats of California* (Mayer and Laudenslayer 1988), as well as the *California Natural Community List* (CDFW 2019), which is adapted from the technical approach and vegetation alliance classification system described in *A Manual of California Vegetation* (Sawyer et al. 2009). The habitat community present in the study area includes barren and ruderal. No potential aquatic resources were observed in the study area. Descriptions of the habitat is provided below.

Upland Habitat Types

Barren and Ruderal

The study area is highly disturbed from frequent mowing, which has created barren and ruderal habitats providing little to no vegetation communities. Based on historical areal imagery, the study area does not support grassland communities or other habitats when not recently disturbed. Due to frequent human disturbance, the vegetation consists of sparse cover of opportunistic non-native ruderal grass and forb species, such as brome species (*Bromus* sp.), bluegrass species (*Poa* sp.), mustard species (*Brassica* spp.), field bindweed (*Convolvulus arvensis*), and pepperweed species (*Lepidium* sp.). The grasses and some forbs had been mowed and were therefore not identifiable to species. The study area is bound by roadway to the east, a parking lot and commercial businesses on the south side, an apartment complex to the west, and an adjacent industrial lot to the north that is paved.

Aquatic Habitats

No potential wetlands, streams, or channels were observed within the study area that would be covered under the jurisdiction of CDFW, USACE, or Regional Water Quality Control Board (RWQCB).

Special Status Species

Plants

Regionally occurring special status plant species were identified based on a review of pertinent literature, the USFWS species list, CNDDB, CNPS database records, and the reconnaissance-level biological field survey results. CNNDB special status plant species occurrences were reviewed within 3 miles of the project site. For each species, habitat requirements were assessed and compared to the habitats in the project site and immediate vicinity to determine if potential habitat occurs in the project site. As described in the Biological Resources Technical Report (Appendix B), the project site does not provide suitable habitat for special status plants.

Wildlife

Regionally occurring special status animal species were identified based on a review of pertinent literature, the USFWS species list, CNDDB database records, a query of the California WHRS (CDFW 2014), and the reconnaissance-level biological field survey results. CNNDB special status animal species occurrences were reviewed within 3 miles of the project site. For each species, habitat requirements were assessed and compared to the habitats in the project site and the immediate vicinity to determine the species' potential to occur in or near the project site. As described in the Biological Resources Technical Report (Appendix B), the project site does not provide suitable habitat for special status animal species.

Critical Habitat

No designated critical habitat is present at the project site or within the immediate vicinity.

3.4.3 Environmental Impact Analysis

This section discusses potential impacts on biological resources associated with the proposed project and provides mitigation measures where necessary.

Impact BIO-1	**Have a substantial adverse effect, either directly or through habitat modifications on any species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?**

Impact Analysis

Special Status Plant Species

There is no potential habitat in the project site for special status plant species with occurrences within a 3-mile radius. Although the reconnaissance-level biological survey conducted on December 10, 2020, is

outside the blooming period for the plants known to occur within 3 miles of the project site, the site is disturbed from previous mowing. Historical aerial imagery indicates that this has been occurring over the course of several years, thereby limiting the opportunity for vegetation to establish. Based on the lack of suitable habitat, the project site does not provide moderate- or high-potential habitat for special status plant species to occur, and there would be no impacts to special status plants.

Special Status Wildlife Species

Although there are CNDDB occurrence records within 3 miles of the project site for special status animal species (CDFW 2020b), the project site does not provide suitable habitat (i.e., tall trees, burrows, aquatic features, elderberry shrubs) for potential special status species to occur. Due to frequent disturbance and lack of vegetation, the project site provides minimal foraging habitat for migratory birds or special status raptors protected under the Migratory Bird Treaty Act (MBTA) or California Fish and Game Code. The immediate surrounding area also provides minimal habitat for special status species and migratory birds as vacant areas are heavily and routinely disturbed through mowing. The adjacent trees may provide suitable habitat for migratory nesting birds; however, this is outside the project site boundaries.

If project activities occur during the nesting bird season (generally considered February 1 to August 31), construction may cause indirect effects to nesting birds (e.g., noise and vibration) by causing adults to abandon active nests, resulting in nest failure and reduced reproductive success. Mitigation Measure BIO-1 requires preconstruction nesting bird surveys to document all nests on or adjacent to the project site and implementation of protective buffers around documented nests during construction to minimize disturbance to nesting birds during construction. Based on the lack of suitable nesting habitat on the project site, there is low potential for special status species to occur, and with the implementation of Mitigation Measure BIO-1, impacts to special status raptors and migratory nesting bird species would be less than significant.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures

MM BIO-1: **Avoid Disturbance of Nesting Birds.** If project activities occur during the nesting season for native birds (February 1 to August 31), the following measures shall be implemented to avoid or minimize the potential for adverse impacts on nesting migratory birds and raptors:

- Pre-construction nesting bird survey for species protected by the MBTA and California Fish and Game Code shall be conducted by a qualified biologist within a 100-foot radius of proposed construction activities for passerines and a 300-foot radius for raptors no more than 30 days prior to the start of construction activities.
- If active nests are found, a qualified biologist shall determine the size of the buffers based on the nesting species and its sensitivity to disturbance. The size of the buffers may be reduced at the discretion of a qualified biologist, but no construction activities

shall be permitted within the buffer if they are demonstrated to be likely to disturb nesting birds. Active nest sites shall be monitored periodically to determine time of fledging.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact BIO-2	**Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?**

Impact Analysis
The project site does not contain any sensitive natural communities as classified by the CDFW. In addition, no potential aquatic habitats were identified within the project site that could be considered waters of the United States and subject to the USACE and RWQCB jurisdiction under Sections 404 and 401 of the Clean Water Act, or subject to CDFW jurisdiction under Section 1600 of the California Fish and Game Code. Therefore, the proposed project would have no impact on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the CDFW or USFW.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact BIO-3	**Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

Impact Analysis
No aquatic resources or potential wetlands covered under the jurisdiction of the USACE or RWQCB occur within the project site. As such, there would be no impact to state or federally protected wetlands.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact BIO-4 Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Impact Analysis
Habitat corridors are segments of land that provide linkages between different habitats while also providing cover. On a broader level, corridors also function as avenues along which wide-ranging animals can travel, plants can propagate, genetic interchange can occur, populations can move in response to environmental changes and natural disasters, and threatened species can be replenished from other areas. Habitat corridors often consist of riparian areas along streams, rivers, or other natural features. Habitat corridors have been recognized by federal agencies such as the USFWS and the state as important habitats worthy of conservation. In general, movement corridors consist of areas of undisturbed land cover that connect larger, contiguous habitats. The project site does not act as a corridor for species dispersal or provide migration habitat connectivity to adjacent habitat and is not part of any defined essential connectivity areas as identified in the California Essential Habitat Connectivity project (Spencer et al. 2010); therefore, the proposed project would have no impact.

Level of Significance Before Mitigation
No Impact

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact BIO-5 Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Impact Analysis
The project site does not contain any trees or involve the removal of any trees; therefore, no tree preservation policies apply. As such, there would be no impact with respect to conflicting with local tree policies or ordinances protecting biological resources such as a tree preservation policy or ordinance.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact BIO-6 Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or State habitat conservation plan?

Impact Analysis

The East Contra Costa County (ECCC) Habitat Conservancy is a joint exercise of powers authority formed by the Cities of Brentwood, Clayton, Oakley, and Pittsburg and Contra Costa County to implement the ECCC Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP or Plan). It is a document that helps both private and public entities plan and execute projects that lessen the impacts on natural resources within the Plan area, along with streamlining the environmental permitting process for impacts on endangered species. The project site is within the Plan boundaries and has been designated an Urban Development area.

The ECCC Plan covers approximately 175,000 acres, covering east Contra Costa County. There are 28 species covered under the ECCC Plan. The 11 plant species were evaluated for the potential to occur within the proposed project site and determined to be absent from the project site (Appendix B). The 17 wildlife species were evaluated for the potential to occur within the project site and determined to be absent within the proposed project site (Appendix B). However, because the proposed project lies within and is implemented under the authority and control of the HCP, the project would need to comply with the HCP/NCCP and complete a Planning Survey Report application and a portion of the project site is subject to HCP/NCCP mitigation fees.

With the implementation of Mitigation Measure BIO-2, the proposed project would comply with the ECCC HCP/NCCP and impacts to species within the HCP/NCCP would be less than significant.

Level of Significance Before Mitigation

Potentially Significant Impact.

Mitigation Measures

MM BIO-2: Compliance with the East Contra Costa County Habitat Conservation Plan / Natural community Conservation Plan. The project is located within and is implemented under the authority that is subject to the ECCC HCP/NCCP. The project shall comply with the HCP/NCCP which includes the following steps:

- Project proponent shall apply for take coverage from the City of Pittsburg using the HCP/NCCP Application Form and Planning Survey Report.
- The City of Pittsburg shall review the application for completeness and verify if there are required fees.
- The City of Pittsburg conditions project with applicable requirements of HCP/NCCP.
- If required, the project proponent shall pay the fees before or at grading permit (at first construction permit if no grading permit).
- The project proponent shall conduct any required pre-construction monitoring, construction monitoring and avoidance measures as determined by the ECCC HCP/NCCP.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

3.5 CULTURAL RESOURCES

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as identified in Section 15064.5?	☐	☒	☐	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	☒	☐	☐
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☒	☐	☐

3.5.1 Environmental Setting

The project site is located in the City of Pittsburg in Contra Costa County, California. Pittsburg is located in the Sacramento/San Joaquin Delta region to the south of Suisun Bay. The area's Mediterranean climate supports a mosaic of grasslands, wetland communities, and scattered stands of trees (City of Pittsburg 2001).

3.5.2 Methodology

To determine the presence or absence of cultural resources within the project site and vicinity, Stantec prepared a Cultural Resources Assessment. The cultural resources assessment included a records search at the Northwest Information Center (NWIC) of the California Historical Resources Information System (CHRIS), literature review, AB 52 consultations, buried site sensitivity analysis, and a pedestrian field survey. The cultural resources assessment was conducted to satisfy the requirements of CEQA and follows CEQA Appendix G Guidelines. The project Cultural Resources Assessment is provided in Appendix C.

Records Search and Literature Review

A records search (NWIC File No. 20-0942) was completed at the NWIC of the CHRIS, on December 4, 2020 (CHRIS 2020). As an affiliate of the State of California Office of Historic Preservation, the NWIC is the official state repository of cultural resource records and reports for the region that includes Contra Costa County. The search included the entire project site, as well as a 0.25-mile buffer around it. Other sources reviewed include the Office of Historic Preservation Historic Property Data File, Determination of Eligibility, National Register of Historic Places (NRHP)/California Register of Historical Resources (CRHR) listings, California Inventory of Historical Resources, California State Historical Landmarks, Points of Historic Interest, Caltrans Bridge Inventory, and Historic Maps.

In addition, Stantec contacted the California Native American Heritage Commission (NAHC), on January 14, 2021, to request a search of the Sacred Lands File. The request included a description of the proposed project, as well as a location map. A search of the NAHC Sacred Lands File was completed on January 26, 2021, and there was no indication of the presence of Native American cultural resources in the project site.

No NRHP or CRHR eligible sites are within or adjacent to the project site. Camp Stoneman, a military base, appears in historic aerials as early as 1949 in the area of the proposed project but the base was deactivated in 1954 (Johnson 2012).

Records Search Results

No cultural resources have been recorded in the project site. Five previously recorded historic-era resources are within 0.25 mile of the project site and all have been recommended not eligible to either the CRHR or NRHP. Seventeen previous studies have been completed within the project site and 13 previous studies have been completed within 0.25 mile of, but outside of, the project site. Appendix C includes the complete NWIC records search results.

Field Survey

A pedestrian archaeological survey of the project site was conducted by a Stantec archaeologist on December 10, 2020. The archaeologist took photographs of the survey area and ground surface visibility and used a Geographic Positioning System unit with sub-meter accuracy during the survey. Survey transects were spaced at intervals no greater than 10 to 15 meters. Ground visibility was good, with approximately 95 percent visibility. Regardless, periodic trowel and boot scrapings were employed to clear small patches of vegetation in areas with poor ground visibility due to thick ground vegetation cover in some areas.

During the survey, all areas were examined closely for evidence of prehistoric archaeological site indicators such as obsidian or chert flakes; grinding and mashing implements (such as groundstone, mortars, and pestles); bone; and discolored soils (which could contain lithics, bone, shell, and/or fire-affected rocks). The areas were also examined closely for evidence of historic period-site indicators such as glass and ceramic fragments; metal objects; milled and split lumber, and structure or feature remains such as building foundations, fence posts, and discrete trash deposits such as wells, privy pits, or dumps.

No cultural resources were identified as a result of the survey.

Assembly Bill 52

On January 11, 2021, the City mailed letters to all tribes who requested to be consulted on City projects under AB 52. Follow-up phone calls were made to these tribes on January 25, 2021. The tribes contacted are listed below:

- Amah Mutsun Tribal Band of Mission San Juan Bautista
- The Confederated Villages of Lisjan

- Guidiville Indian Rancheria
- Indian Canyon Mutsun Band of Costanoan
- Muwekma Ohlo North Valley Yokuts Tribene Indian Tribe of the SF Bay Area
- The Ohlone Indian Tribe
- Wilton Rancheria

On January 13, 2021, the Confederated Villages of Lisjan requested the NWIC cultural resource records search results and NAHC Sacred Lands File results. These results were sent to the Confederated Villages of Lisjan. After review of these materials, the Confederated Villages of Lisjan did not have any further comment on the proposed project but requested to be contacted should there be any inadvertent finds during project construction. On February 3, 2021, the Wilton Rancheria sent an email stating they had no concerns on this project but asked if an inadvertent discovery occurs during construction that the tribe be notified. The other tribes contacted either did not respond or did not have any concerns with the proposed project. An AB 52 correspondence record can be found in Appendix C.

Buried Site Sensitivity

Assessing the sensitivity for an area to contain buried archaeological sites takes into consideration the potential for the presence of buried cultural deposits by examining past use of a project location, factors that support human occupations such as access to resources and water, slope, and the underlying geomorphology of the area. This section summarizes the archaeological buried site sensitivity for the project site. Generally speaking, a large proportion of archaeological sites are located within 150 meters of a water source and on relatively flat ground. Portions of the project that exhibit these parameters have an increased potential to contain buried cultural resources and buried stable land surfaces that may have supported prehistoric and/or historic human use.

According to the Geologic Map of California (DOC 2015), the project site is underlain by marine and nonmarine (continental) sedimentary rocks dating to the Pleistocene characterized as older alluvium, lake, playa, and terrace deposits. The project site is composed of soils consisting of rincon clay loam, 2 to 9 percent slopes, MLRA 14 with a parent material of clayey alluvium derived from sedimentary rock (U.S. Department of Agriculture Natural Resources Conservation Service 2020). The closest water source to the project site is the Kirker Creek, which is 0.35 mile (1,855 feet) west of the project site. The geologic deposits predate human occupation of the project site and previous Caltrans geoarchaeological investigations identify the project site as having a very low sensitivity for buried cultural resources (Meyer and Rosenthal 2007).

3.5.3 Environmental Impact Analysis

This section discusses potential impacts on cultural resources associated with the proposed project and provides mitigation measures where necessary.

Impact CUL-1 Cause a substantial adverse change in the significance of a historical resource as identified in Section 15064.5?

Impact Analysis

An archival record search and literature review, AB 52 consultation, and pedestrian survey were performed as part of the cultural resources assessment for the proposed project. No historical resources were identified within the project site. However, subsurface construction activities associated with the proposed project could potentially damage or destroy a previously undiscovered historical resource. The proposed project would be required to implement Mitigation Measure CUL-1 in the event a previously undiscovered subsurface historical resource is found at the project site during construction. The implementation of Mitigation Measure CUL-1 would be in accordance with the standard inadvertent discovery procedures to reduce potential impacts to previously undiscovered subsurface historical resources. Therefore, with the implementation of Mitigation Measure CUL-1, potential impacts to undiscovered historical resources would be less than significant.

Level of Significance Before Mitigation

Potentially Significant Impact.

Mitigation Measures

MM CUL-1: **Cultural Materials Discovered During Construction.** If any cultural resource is encountered during ground disturbance or subsurface construction activities (e.g., trenching, grading), all construction activities within a 50-foot radius of the identified potential resource shall cease until a Secretary of the Interior-qualified archaeologist evaluates the item for its significance and records the item on the appropriate State Department of Parks and Recreation 523 series forms. All forms and associated reports would be submitted to the NWIC of the CHRIS. The archaeologist shall determine whether the resource requires further study. If, after the qualified archaeologist conducts appropriate technical analyses, the resource is determined to be eligible for listing on the CRHR as a unique archaeological resource as defined in PRC Section 15064.5, the archaeologist shall develop a plan for the treatment of the resource. The plan shall contain appropriate mitigation measures, including avoidance, preservation in place, data recovery excavation, or other appropriate measures outlined in PRC Section 21083.2.

Level of Significance After Mitigation

Less Than Significant Impact with Mitigation.

Impact CUL-2 Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

Impact Analysis

An archival record search and literature review, AB 52 consultation, and pedestrian survey were performed as part of the cultural resources assessment for the proposed project. No archaeological resources were identified within the project site. The proposed project is therefore not anticipated to have an impact on any known or potential archeological resources. However, subsurface construction activities

associated with the proposed project could potentially damage or destroy previously undiscovered unique archaeological resources. The proposed project would be required to implement Mitigation Measure CUL-1 in the event previously undiscovered subsurface unique archaeological resources are found at the project site. The implementation of Mitigation Measure CUL-1 would be in accordance with the standard inadvertent discovery procedures to reduce potential impacts to previously undiscovered subsurface unique archaeological resources. Therefore, with the implementation of Mitigation Measure CUL-1, potential impacts to undiscovered archaeological resources would be less than significant.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures
Mitigation Measure CUL-1 is required.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact CUL-3 Disturb any human remains, including those interred outside of dedicated cemeteries?

Impact Analysis
There are no known human remains within the project site and no indications that the project site has been used for burial purposes in the past. Therefore, it is unlikely that human remains would be encountered during construction. However, ground disturbance and subsurface construction activities associated with the proposed project could potentially disturb previously undiscovered human burial sites. If previously undiscovered human burial sites are found on the project site, the proposed project would be required to implement Mitigation Measure CUL-2 in accordance with Section 7050.5 of the California Health and Safety Code and PRC 5097.98. Implementation of Mitigation Measure CUL-2 would require all work to stop within 50 feet of the remains and to contact the County Coroner and the appropriate City contact to evaluate the discovery. If the human remains are of Native American origin, the County Coroner must notify the NAHC within 24 hours of this identification. The NAHC would identify a Native American most likely descendant (MLD) to inspect the site and provide recommendations for the proper treatment of the remains within 48 hours. As such, implementation of Mitigation Measure CUL-2 would reduce impacts to a less than significant level.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures
MM CUL-2: **Human Burials Encountered During Construction.** If ground-disturbing activities uncover previously unknown human remains, Section 7050.5 of the California Health and Safety Code applies, and the following procedures shall be followed:

There shall be no further excavation or disturbance of the area where the human remains were found or within 50 feet of the find until the County Coroner and the appropriate City representative are contacted. Duly authorized representatives of the Coroner and the City

shall be permitted onto the project site and shall take all actions consistent with Health and Safety Code Section 7050.5 and Government Code Sections 5097.98, et seq. Excavation or disturbance of the area where the human remains were found or within 50 feet of the find shall not be permitted to re-commence until the Coroner determines that the remains are not subject to the provisions of law concerning investigation of the circumstances, manner, and cause of any death. If the Coroner determines that the remains are Native American, the Coroner shall contact the NAHC within 24 hours, and the NAHC shall identify the person or persons it believes to be the MLD of the deceased Native American. The 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 PRC Section 5097.98. If the MLD does not make recommendations within 48 hours, the landowner shall reinter the remains in an area of the property secure from further disturbance. If the landowner does not accept the MLD's recommendations, the owner or the MLD may request mediation by NAHC.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

3.6 ENERGY

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

3.6.1 Environmental Setting

PG&E provides electricity and natural gas service within the City. Upon buildout of the project site, electricity to the project site would be provided by PG&E. All electricity infrastructure would be located underground and would tie-in to existing infrastructure. Solar panels are proposed to be on the rooftop of the proposed building. It is expected that the proposed project would generate 40,296 kilowatt (kW)-hours (kWh) of on-site renewable energy on an annual basis. This is consistent with the applicant-provided information that the proposed project would include rooftop solar panels totaling approximately 2,232 square feet that would have a photovoltaic output of approximately 23.25 kW, or 22.08 kW at 95 percent inverter efficiency.

In February 2018, PG&E announced that it had reached California's 2020 renewable energy goal 3 years ahead of schedule, and now delivers nearly 80 percent of its electricity from GHG-free resources. Approximately 33 percent of PG&E's electricity came from renewable resources including solar, wind, geothermal, biomass, and small hydroelectric sources in 2017. Additionally, approximately 78.8 percent of PG&E's total electric power mix is from GHG-free sources including nuclear, large hydro, and renewable sources of energy (PG&E 2018).

3.6.2 Methodology

The energy requirements for the proposed project were determined using the construction and operational estimates generated from the Air Quality Analysis (refer to Appendix A). The calculation worksheets for diesel fuel consumption rates for off-road construction equipment and on-road vehicles are provided in Appendix A. Short-term construction energy consumption is discussed below.

Short-Term Construction

Off-Road Equipment

The proposed project is anticipated to be constructed during 2021 and 2022, breaking ground in April 2021 and planned to be completed by April 2022. Table 3.6-1 provides estimates of the project's construction fuel consumption from off-road construction equipment.

Table 3.6-1: Construction Off-Road Fuel Consumption

Project Component	Phase	Fuel Consumption (gallons)
Home 2 Suites Project Construction	Site Preparation	158.40
	Site Grading	280.90
	Building Construction	11,933.91
	Paving	325.39
	Architectural Coating	62.03
Total		**12,760.64**

Source: Appendix A

As shown in Table 3.6-1, construction activities associated with the proposed project would be estimated to consume 12,760.64 gallons of diesel fuel. There are no unusual project characteristics that would necessitate the use of construction equipment that would be less energy efficient than at comparable construction sites in other parts of the state. Therefore, it is expected that construction fuel consumption associated with the proposed project would not be any more inefficient, wasteful, or unnecessary than at other construction sites in the region.

On-Road Vehicles

On-road vehicles for construction workers, vendors, and haulers would require fuel for travel to and from the site during construction. Table 3.6-2 provides an estimate of the total on-road vehicle fuel usage during construction. There are no unusual project characteristics that would necessitate the use of construction equipment that would be less energy efficient than at comparable construction sites in other parts of the state. Therefore, it is expected that construction fuel consumption associated with the proposed project would not be any more inefficient, wasteful, or unnecessary than at other construction sites in the region.

Table 3.6-2: Construction On-Road Fuel Consumption

Project Component	Total Annual Fuel Consumption (gallons)
Home 2 Suites Project Construction	10,281
Total	**10,281**

Source: Appendix A

Long-Term Operations

Transportation Energy Demand

Table 3.6-3 provides an estimate of the daily and annual fuel consumed by vehicles traveling to and from the proposed project. These estimates were derived using the same assumptions used in the operational air quality analysis for the proposed project.

Table 3.6-3: Long-Term Operational Vehicle Fuel Consumption

Vehicle Type	Percent of Vehicle Trips	Daily VMT	Annual VMT	Average Fuel Economy (miles/gallon)[1]	Total Daily Fuel Consumption (gallons)	Total Annual Fuel Consumption (gallons)
Passenger Cars (LDA)	58.7%	1,566	571,735	31.13	50.3	18,367
Light Trucks and Medium Duty Vehicles (LDT1, LDT2, MDV)	34.4%	920	335,680	21.54	42.7	15,586
Light-Heavy to Heavy-Heavy Diesel Trucks (LHD1, LHD2, MHDT, HHDT)	5.6%	151	54,999	9.37	16.1	5,872
Motorcycles (MCY)	0.5%	14	5,268	36.81	0.4	143
Other (OBUS, UBUS, SBUS, MH)	0.7%	19	6,790	6.65	2.8	1,021
Total	**100%**	**2,670**	**974,474**	—	**112.3**	**40,990**

Notes:

Percent of Vehicle Trips and VMT provided by CalEEMod.

[1] Average fuel economy was derived from California Air Resource Board's EMission FACtor (EMFAC) data for Contra Costa County for the 2022 operational year and reflects fuel economy of overall fleet, not just new vehicles.

"Other" consists of buses and motor homes.

VMT = vehicle miles traveled

Source: Appendix A

As shown above, daily vehicular fuel consumption is estimated to be 112.3 gallons of both gasoline and diesel fuel. Annual consumption is estimated at 40,990 gallons.

In terms of land use planning decisions, the proposed project would constitute development within an established community and would not be opening a new geographical area for development such that it would draw mostly new trips or substantially lengthen existing trips. The proposed project would be well positioned to accommodate existing population and reduce vehicle miles traveled (VMT). For these reasons, it would be expected that vehicular fuel consumption associated with the proposed project would not be any more inefficient, wasteful, or unnecessary than for any other similar land use activities in the region.

Building Energy Demand

As shown in Tables 3.6-4 and 3.6-5, the proposed project is estimated to demand 495,501 kWh of electricity and 2,784,440 1,000-British Thermal Units (KBTU) of natural gas, respectively, on an annual basis.

Table 3.6-4: Long-Term Electricity Usage

Land Use	Size (ksf)	Title 24 Electricity Energy Intensity (kWh/size/ year)	Nontitle 24 Electricity Energy Intensity (kWh/size/ year)	Lighting Energy Intensity (kWh/size/ year)	Total Electricity Energy Demand (kWh/size/ year)	Total Electricity Demand (kWh/year)
Hotel	62.84	2.05	3.22	2.35	7.62	478,841
Parking Lot	47.60	0	0	0.35	350	16,660
Landscaping	27.50	0	0	0	0	0
Recreational Swimming Pool	1.00	0	0	0	0	0
Other Asphalt Surfaces	0.87	0	0	0	0	0
Total						**495,501**

Notes:

ksf = 1,000 square feet

kWh= kilowatt hour

Source: Appendix A

Table 3.6-5: Long-Term Natural Gas Usage

Land Use	Size (ksf)	Title 24 Natural Gas Energy Intensity (KBTU/size/year)	Nontitle 24 Natural Gas Energy Intensity (KBTU/size/year)	Total Natural Gas Energy Demand (KBTU/size/year)	Total Natural Gas Demand (KBTU/year)
Hotel	62.84	39.56	4.75	44,309.99	2,784,440
Parking Lot	47.60	0	0	0	0
Landscaping	27.50	0	0	0	0
Recreational Swimming Pool	1.00	0	0	0	0
Other Asphalt Surfaces	0.87	0	0	0	0
Total					**2,784,440**

Notes:

The proposed project could potentially include a variety of uses consistent with the development standards; however, the land use selections above were based on estimating the “worst-case” scenario demand for electricity.

ksf = 1,000 square feet

KBTU= 1,000 British Thermal Units

Source: Appendix A

3.6.3 Environmental Impact Analysis

This section discusses potential energy impacts associated with the proposed project and provides mitigation measures where necessary.

Impact EN-1	**Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?**

Impact Analysis

This impact addresses the energy consumption from both the short-term construction and long-term operations, which are discussed separately below.

Construction Energy Demand

As summarized in Tables 3.6-1 and 3.6-2, the proposed project would require 12,760.64 gallons of diesel fuel for construction off-road equipment and 10,281 gallons of gasoline and diesel for on-road vehicles during construction. There are no unusual project characteristics that would necessitate the use of construction equipment that would be less energy efficient than at comparable construction sites in other parts of the state. Therefore, it is expected that construction fuel consumption associated with the proposed project would not be any more inefficient, wasteful, or unnecessary than at other construction sites in the region, and as such, impacts would be less than significant.

Long-Term Energy Demand

Building Energy Demand

Buildings and infrastructure constructed pursuant to the proposed project would comply with the versions of California Code of Regulations Titles 20 and 24, including CALGreen, that are applicable at the time that building permits are issued. The proposed project is estimated to demand 495,501 kWh of electricity per year and 2,784,440 KBTU of natural gas per year. This would represent an increase in demand for electricity and natural gas.

It would be expected that building energy consumption associated with the proposed project would not be any more inefficient, wasteful, or unnecessary than for any other similar buildings in the region. Current state regulatory requirements for new building construction contained in the 2019 CALGreen and Title 24 standards would increase energy efficiency and reduce energy demand in comparison to existing commercial structures, and therefore would reduce actual environmental effects associated with energy use from the proposed project. Additionally, the CALGreen and Title 24 standards have increased efficiency standards through each update. Furthermore, solar panels are proposed to be on the rooftop of the proposed building that would generate 40,296 kWh of on-site renewable energy on an annual basis.

Therefore, while the proposed project would result in increased electricity and natural gas demand, the electricity and natural gas would be consumed more efficiently and would be typical of a hotel development. Compliance with future building code standards would result in increased energy efficiency.

Based on the above information, the proposed project would not result in the inefficient or wasteful consumption of electricity or natural gas, and impacts would be less than significant.

Transportation Energy Demands

The daily vehicular fuel consumption is estimated to be 112.3 gallons of gasoline and diesel fuel combined. Annual consumption is estimated at 40,990 gallons. The proposed project would constitute development within an established community and would not be opening a new geographical area for development such that it would draw mostly new trips or substantially lengthen existing trips. The proposed project would be well positioned to accommodate existing population and reduce VMT. For these reasons, it would be expected that vehicular fuel consumption associated with the proposed project would not be any more inefficient, wasteful, or unnecessary than for any other similar land use activities in the region, and impacts would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact EN-2 Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Impact Analysis
The proposed project would constitute development within an established community and would not be opening a new geographical area for development such that it would draw mostly new trips, or substantially lengthen existing trips. Due the project's location in an existing community, the proposed project would be well positioned to accommodate existing population and reduce VMT. The proposed project would comply with the versions of California Code of Regulations Titles 20 and 24, including CALGreen, that are applicable at the time that building permits are issued and with all applicable City measures. Additionally, solar panels are proposed to be on the rooftop of the proposed building that would generate 40,296 kWh of on-site renewable energy on an annual basis.

For the above reasons, the proposed project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency, and impacts would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

3.7 GEOLOGY AND SOILS

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:	☐	☒	☐	☐
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
ii) Strong seismic ground shaking?	☐	☒	☐	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☒	☐	☐
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☒	☐	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or offsite landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☒	☐	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☒	☐	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒

3.7.1 Environmental Setting

Regional Setting

Contra Costa County, like the San Francisco Bay Area as a whole, is located in one of the most seismically active regions in the United States. Major earthquakes have occurred in the vicinity of

Pittsburg in the past and can be expected to occur again in the near future (City of Pittsburg 2001). The topography of the Bay Area consists of north- to northwest-trending mountain ranges and intervening valleys that are characteristic of the Coast Range geomorphic province. The Coast Ranges consist of the Mendocino Range to the north of San Francisco Bay, the Santa Cruz Mountains west of the Bay, and the Diablo Range to the east of the Bay. The San Andreas Fault Zone lies to the west of the project site and represents a major boundary that separates Franciscan Complex rocks on the North American Plate from Salinian basement rocks of the Pacific Plate. The Coast Ranges represent northwest-southeast trending structural blocks comprised of a variety of basement lithologies that are juxtaposed by major geologic structures. The Coast Ranges-Sierran Block boundary zone lies to the east of the proposed project. The Coast Ranges ophiolites within the Franciscan Complex have been deformed by a series of thrust faults, most of which appear to be inactive (Appendix D).

Two potentially active faults showing evidence of movement within the last two million years in the City include Franklin and Antioch faults. The largest active fault in the region, the San Andreas Fault, is located about 40 miles west of Pittsburg (City of Pittsburg 2001).

The 1972 Alquist-Priolo Earthquake Fault Zoning Act requires the California Geological Survey to establish regulatory Earthquake Fault Zones around the surface ruptures of active faults to reduce the hazard of surface fault rupture to structures built for human occupancy. There are no Alquist-Priolo Earthquake Fault Zones in the project site (Appendix D). However, the fault activity map of California shows that there are faults around the site location. Among the four faults of Rio Vista, Davis, Greenville, and an un-named fault, the nearest fault to the site location is Rio Vista Fault, located 1.11 miles north of the project site. The Davis Fault is located 6.33 miles east of the project site, the Greenville Fault is located 7.28 miles southwest of the project site, and an un-named fault is 8.43 miles west of the project site (Appendix D). The Midland and Rio Vista faults are potentially active but have not demonstrated displacement for the last 700,000 years. Although the fault has displayed no movement within the historic past (last 200 years), an earthquake epicenter was located on this fault. There has been no recent evidence of surface faulting or tectonic creep along the Rio Vista Fault. A fault is considered active if it has ruptured within the last 11,000 years. The Davis Fault and Rio Vista Fault are Quaternary faults, which have undergone Quaternary displacement during the past 2 million years. The Clayton-Marsh Creek-Greenville Fault is a fault located in the eastern San Francisco Bay Area of California, in Alameda County and Contra Costa County. It is part of the somewhat parallel system of faults that are secondary to the San Andreas Fault. The 5.8 magnitude 1980 Livermore earthquake occurred on this fault. The fault creeps at a rate of at 2 mm/year. The predicted probability of a major earthquake on this fault within the next 30 years is relatively low, at 3 percent, compared to nearby faults such as the Hayward Fault (Appendix D).

Project Site Setting

The project site topography is flat with elevations ranging from 70-75 feet amsl. According to the Geotechnical Investigation Report prepared by Achievement Engineering Corp., the soil encountered at the project site is generally classified as low to medium plasticity clay. As part of the geotechnical investigation, two test borings were taken at the project site. The encountered soil is generally classified as clayey sand with gravel and low to medium plasticity clay. According to the state Map for Earthquakes,

the project site is not located within a liquefaction hazard zone. The project site and surrounding area are generally flat and not located in a landslide hazard zone.

3.7.2 Methodology

A Geotechnical Investigation Report was prepared for the proposed project by Achievement Engineering Corp. on May 4, 2020. The results of the geotechnical exploration report were reviewed to determine potential geology and soils impacts from the proposed project and are summarized herein. The Geotechnical Investigation Report is provided in Appendix D.

Paleontological Resources

To determine the potential for paleontological resources at the project site, the paleontological database at the University of California, Berkeley's Museum of Paleontology (UCMP) was consulted. The UCMP database search did not identify any paleontological resources within the project site (UCMP 2021). The City is underlain by alluvium, which consists mainly of unconsolidated gravel, sand, silt, and clay deposits. Such soil types are not considered unique geologic features and are common within the geographic area of the City. Furthermore, the General Plan does not note the existence of any unique geologic features within the City. Consequently, implementation of the proposed project would not be anticipated to have the potential to result in direct or indirect destruction of unique geologic features.

3.7.3 Environmental Impact Analysis

This section discusses potential impacts related to geology and soils associated with the proposed project and provides mitigation measures where necessary.

Impact GEO-1 Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

- **i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.**
- **ii) Strong seismic ground shaking?**
- **iii) Seismic-related ground failure, including liquefaction?**
- **iv) Landslides?**

Impact Analysis

i) Fault Rupture

There are no Alquist-Priolo Earthquake Fault Zones in the project site. The geotechnical investigation did not identify any mapped active or inactive faults crossing or projecting toward the project site (Appendix D). Therefore, the potential for damage to structures at the project site due to rupture of a known earthquake fault is low, and impacts would be less than significant.

ii) Ground Shaking

The project site is in a seismically active region, and earthquake-related ground shaking is expected to occur during the design life of the proposed project. According to the geotechnical investigation report prepared for the proposed project, the nearest faults to the project site include the Rio Vista Fault, which is located approximately 1.11 miles north of the project site, the Davis Fault is located 6.33 miles east of the project site, the Greenville Fault is located 7.28 miles southwest of the project site, and an un-named fault is 8.43 miles west of the project site (Appendix D). Construction of the proposed project would be required to conform to the latest edition of the California Building Code, which includes engineering standards appropriate to withstand anticipated ground accelerations at the project site. Conformance with the earthquake design parameters of the California Building Code would be subject to City review as part of the building permit review process. In addition, recommendations identified in the site-specific geotechnical investigation report would be incorporated into the proposed project as part of Mitigation Measure GEO-1. As such, compliance with the California Building Code and implementation of Mitigation Measure GEO-1 would reduce the risks from ground shaking to a less than significant level.

iii) Ground Failure, including Liquefaction

According to the geotechnical investigation report prepared for the proposed project and to the state Map for Earthquakes, the project site is not located within a liquefaction hazard zone (Appendix D). Construction of the proposed project would be required to conform to the latest edition of the California Building Code, which contains seismic building criteria and standards that are designed to reduce liquefaction risks to acceptable levels. The proposed project would also implement Mitigation Measure GEO-1 and incorporate the recommendations identified by the geotechnical investigation report into the project design. Therefore, with compliance with the California Building Code and implementation of Mitigation Measure GEO-1, impacts to ground failure would be less than significant.

iv) Landslides

The project site is flat with elevations ranging from 70-75 feet amsl. According to the geotechnical investigation report prepared for the proposed project, the project site and surrounding area are generally flat and not located in a landslide hazard zone. The project site would not be subject to seismically induced landslide hazards, and no impact would occur.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures

MM GEO-1: **Implement Geotechnical Design Recommendations.** Prior to issuance of grading permits, the applicant shall incorporate all design specifications and recommendations contained within the geotechnical investigation report into relevant project plans and specifications. These specifications pertain to but are not limited to expansive soils, building foundations, foundation drainage, and backfill of excavations. The project site

plans shall be submitted to the City and reviewed as part of the building permit review process.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact GEO-2 Result in substantial soil erosion or the loss of topsoil?

Impact Analysis
Construction activities associated with the proposed project include site clearing, grading, and construction of the hotel building on the 2.09-acre site. The estimated amount of earth movement during project construction would be 2,400 cubic yards, which would be balanced onsite. The proposed project is not expected to export soil offsite or import soil onsite during construction. These activities could expose unprotected soils to stormwater runoff, causing erosion and loss of topsoil. Projects that disturb 1 acre or more of soils during construction are required to comply with the National Pollutant Discharge Elimination System (NPDES) permitting program and implement a Stormwater Pollution Prevention Plan (SWPPP) that identifies BMPs to control the discharge of sediment and other pollutants during construction. As described in Section 3.10, Hydrology and Water Quality, the proposed project would implement a SWPPP and associated BMPs as part of Mitigation Measure HYD-1 to reduce erosion impacts. Therefore, soil erosion impacts associated with construction impacts would be less than significant with implementation of Mitigation Measure HYD-1.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures
Mitigation Measure HYD-1 is required.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact GEO-3 Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or offsite landslide, lateral spreading, subsidence, liquefaction, or collapse?

Impact Analysis
During the geotechnical investigation, two soil borings were taken at the project site, which encountered generally dense, dry to damp, brown to red to light brown clay with sand at approximately 5 feet below ground surface (bgs); followed by dry to damp, hard, light brown clay at approximately 25 feet bgs. Groundwater was not encountered at the project (Appendix D). The project site and surrounding area are relatively flat and not located in an area subject to seismically induced landslide hazards. Additionally, according to the geotechnical investigation report prepared for the proposed project and to the state Map for Earthquakes, the project site is not located within a liquefaction hazard zone (Appendix D). The proposed project would be required to comply with the latest edition of the California Building Code and implement the recommendations identified in the site-specific geotechnical investigation report.

Specifically, the recommendations identified in the geotechnical investigation report pertaining to the type of fill materials, foundation design, and general construction activities would be implemented into the proposed project as part of Mitigation Measure GEO-1 to reduce project impacts related to unstable soils to less-than-significant.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures
Mitigation Measure GEO-1 is required.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact GEO-4 Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Impact Analysis
The project site is mostly comprised of low to medium plasticity clay, and therefore, expansive soils are potentially present on the project site (Appendix D). The proposed project would be required to comply with the latest edition of the California Building Code and implement the recommendations identified in the geotechnical investigation report. The geotechnical investigation report recommends that the presence of expansive soils be confirmed during the foundation excavation. Additionally, the geotechnical investigation report includes recommendations pertaining to the type of fill materials, foundation design, and general construction activities for the project. The proposed project would be required to implement Mitigation Measure GEO-1 and incorporate the recommendations identified in the geotechnical investigation report. As such, compliance with the requirements of the California Building Code and implementation of Mitigation Measure GEO-1 would reduce impacts related to expansive soils to a less than significant level.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures
Mitigation Measure GEO-1 is required.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact GEO-5 Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

Impact Analysis
The proposed project would connect directly to the City's municipal sewer system and would not require the construction of septic tanks or any other alternative wastewater disposal system. Therefore, no impact would occur.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact GEO-6 Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Impact Analysis
The UCMP database search did not identify any paleontological resources within the project site (UCMP 2021). The City is underlain by alluvium, which consists mainly of unconsolidated gravel, sand, silt, and clay deposits. Such soil types are not considered unique geologic features and are common within the geographic area of the City. Furthermore, the General Plan does not note the existence of any unique geologic features within the City. Consequently, implementation of the proposed project would not be anticipated to have the potential to result in direct or indirect destruction of unique geologic features. No impact would occur.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

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3.8 GREENHOUSE GASES

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

3.8.1 Environmental Setting

The issue of combating climate change and reducing GHG emissions has been the subject of State legislation (AB 32 and Senate Bill [SB] 375). The Governor's Office of Planning and Research has adopted changes to CEQA Guidelines and the environmental checklist, which is used for Initial Studies such as this one. The changes to the checklist, which were approved in 2010, are incorporated above in the two questions related to a project's GHG impact.

Greenhouse Gases

GHG and climate change are cumulative global issues. The CARB and CalEPA regulate GHG emissions within the State of California and the U.S., respectively. While the CARB has the primary regulatory responsibility within California for GHG emissions, local agencies can also adopt policies for GHG emission reduction.

Many chemical compounds in the Earth's atmosphere act as GHGs as they absorb and emit radiation within the thermal infrared range. When radiation from the sun reaches the Earth's surface, some of it is reflected into the atmosphere as infrared radiation (heat). GHGs absorb this infrared radiation and trap the heat in the atmosphere. Over time, the amount of energy from the sun to the Earth's surface should be approximately equal to the amount of energy radiated back into space, leaving the temperature of the Earth's surface roughly constant. Many gases exhibit these "greenhouse" properties. Some of them occur in nature (water vapor, carbon dioxide [CO_2], methane [CH_4], and nitrous oxide [N_2O]), while others are exclusively human made (like gases used for aerosols).

The principal climate change gases resulting from human activity that enter and accumulate in the atmosphere are listed below.

Carbon Dioxide

CO_2 enters the atmosphere through the burning of fossil fuels (oil, natural gas, and coal), solid waste, trees and wood products, and chemical reactions (e.g., the manufacture of cement). CO_2 is also removed from the atmosphere (or "sequestered") when it is absorbed by plants as part of the biological carbon cycle.

Methane

CH_4 is emitted during the production and transport of coal, natural gas, and oil. CH_4 emissions also result from livestock and agricultural practices and the decay of organic waste in municipal solid waste landfills.

Nitrous Oxides

N_2O oxides are emitted during agricultural and industrial activities, as well as during combustion of fossil fuels and solid waste.

Fluorinated Gases

Hydrofluorocarbons, perfluorinated chemicals, and sulfur hexafluoride are synthetic, powerful climate-change gases that are emitted from a variety of industrial processes. Fluorinated gases are often used as substitutes for ozone-depleting substances (i.e., chlorofluorocarbons, hydrochlorofluorocarbons, and halons). These gases are typically emitted in smaller quantities, but because they are potent climate-change gases, they are sometimes referred to as high global warming potential gases.

Emissions Inventories and Trends

According to the CARB's recent GHG inventory for the state, released 2019, California produced 424 million metric tons of CO_2e ($MMTCO_2e$) in 2017 (CARB 2019). The major source of GHGs in California is transportation, contributing approximately 40.1 percent of the state's total GHG emissions in 2017.

California uses the annual statewide GHG emission inventory to track progress toward meeting statewide GHG targets. In 2018, emissions from routine GHG emitting activities statewide were 425 $MMTCO_2e$, 0.8 MMTCO2e higher than 2017 levels. This puts total emissions at 6 $MMTCO_2e$ below the 2020 target of 431 million metric tons (CARB 2020). California statewide GHG emissions dropped below the 2020 GHG limit in 2016 and have remained below the 2020 GHG limit since then.

Potential Environmental Impacts

For California, climate change in the form of warming has the potential to incur and exacerbate environmental impacts, including but not limited to changes to precipitation and runoff patterns, increased agricultural demand for water, inundation of low-lying coastal areas by sea-level rise, and increased incidents and severity of wildfire events (Moser et al. 2009). Cooling of the climate may have the opposite effects. Although certain environmental effects are widely accepted to be a potential hazard to certain locations, such as rising sea level for low-lying coastal areas, it is currently infeasible to predict all environmental effects of climate change on any one location.

Emissions of GHGs contributing to global climate change are attributable in large part to human activities associated with the industrial and manufacturing, utility, transportation, residential, and agricultural sectors. Therefore, the cumulative global emissions of GHGs contributing to global climate change can be attributed to every nation, region, and city, and virtually every individual on Earth. A project's GHG emissions are at a micro-scale relative to global emissions but could result in a cumulatively considerable incremental contribution to a significant cumulative macro-scale impact.

Regulatory Requirements

California has adopted statewide legislation addressing various aspects of climate change and GHG emissions mitigation. Much of this legislation establishes a broad framework for the state's long-term GHG reduction and climate change adaptation program. The governor has also issued several executive orders (EOs) related to the state's evolving climate change policy. Of particular importance are AB 32 and SB 32, which outline the state's GHG reduction goals of achieving 1990 emissions levels by 2020 and a 40 percent reduction below 1990 emissions levels by 2030.

In the absence of federal regulations, control of GHGs is generally regulated at the state level and is typically approached by setting emission reduction targets for existing sources of GHGs, setting policies to promote renewable energy and increase energy efficiency, and developing statewide action plans. The following are relevant General Plan goals and policies from the City of Pittsburg General Plan that would have co-benefits related to GHGs (City of Pittsburg 2001):

- **Goal 9-G-11**. Reduce the number of motor vehicle trips and emissions accounted to Pittsburg residents and encourage land use and transportation strategies that promote use of alternatives to the automobile for transportation, including bicycling, bus transit, and carpooling.
- **Policy 9-P-29.** Cooperate with the BAAQMD to achieve emissions reductions for ozone and its precursor, PM_{10}.

The City's plans include city-wide goals and strategies, but not a project-specific threshold for determining the significance of GHG emissions.

3.8.2 Methodology

Construction and operational emissions were estimated using CalEEMod version 2016.3.2. The model output and detailed assumptions are provided in Appendix A.

Thresholds

BAAQMD provides multiple options for project-level GHG thresholds in its 2017 CEQA Guidelines. BAAQMD does not presently provide a construction-related GHG generation threshold but recommends that construction-generated GHGs be quantified and disclosed. BAAQMD also recommends that lead agencies (in this case, the City of Pittsburg) make a determination on the level of significance of construction-generated GHG emissions in relation to meeting AB 32 GHG reduction goals. The lead

agency is also encouraged to incorporate BMPs to reduce GHG emissions during project construction, as feasible and applicable.

The proposed project is located within the BAAQMD; therefore, the BAAQMD thresholds are the most appropriate to use for the project. The thresholds suggested by BAAQMD for project-level operational GHG generation are as follows:

- Compliance with a qualified Greenhouse Gas Reduction Strategy, or
- 1,100 metric tons (MT) of CO_2e ($MTCO_2e$) per year, or
- 4.6 $MTCO_2e$ per service population (employees plus residents) per year.

BAAQMD's CEQA Guidelines state that if annual emissions of GHG exceed the thresholds, the project would result in a cumulatively considerable significant impact to global climate change. Therefore, if the project is less than any one of the thresholds identified above, then the project would result in a less than significant cumulative impact to global climate change.

It should be noted that the BAAQMD's thresholds of significance were established based on meeting the 2020 GHG targets presented in the AB 32 Scoping Plan. Although BAAQMD does not have an adopted threshold for 2030, BAAQMD is currently recommending evaluation of GHG significance based on 2030 GHG targets established in SB 32. For developments that would occur beyond 2020, the quantitative thresholds can be adjusted to determine a "substantial progress" threshold based on the SB 32 2030 GHG reduction goals.

The BAAQMD has determined that projects with operational emissions equal to or less than 1,100 $MTCO_2e$/year or 4.6 $MTCO_2e$/service population/year would comply with the emission reductions target of 1990 levels by 2020 set forth by AB 32. SB 32 requires that by 2030, statewide emissions be reduced by 40 percent beyond the 2020 reduction target set by AB 32; therefore, in the absence of specific guidance from BAAQMD or the CARB, the City assumes that in order to meet the reduction targets of SB 32, a proposed project would be required to reduce emissions by an additional 40 percent beyond the emissions reductions currently required by BAAQMD for compliance with AB 32.

Assuming a 40 percent reduction from current BAAQMD targets would be in compliance with SB 32, a proposed project would be in compliance with SB 32 if the project's emissions did not exceed the following thresholds:

- 660 $MTCO_2e$ per year, or
- 2.76 $MTCO_2e$ per service population (employees plus residents).

3.8.3 Environmental Impact Analysis

This section discusses potential GHG impacts associated with the proposed project and provides mitigation measures where necessary.

Impact GHG-1 Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Impact Analysis

The proposed project may contribute to climate change impacts through its contribution of GHGs. The proposed project would generate a variety of GHGs during construction, including several defined by AB 32, such as CO_2, CH_4, and N_2O from the exhaust of equipment, construction hauling trips, and worker commuter trips.

Constructions Emission Inventory

Construction emissions would be generated from the exhaust of equipment and the exhaust of construction equipment and material delivery trips and worker commuter trips. Detailed construction assumptions are provided in Appendix A. The BAAQMD does not presently provide a construction-related GHG generation threshold but recommends that construction-generated GHGs be quantified and disclosed. $MTCO_2e$ emissions during construction of the proposed project are presented in Table 3.8-1.

Table 3.8-1: Construction Greenhouse Gas Emissions

Construction (2021-2022)	$MTCO_2e$
Project Construction (2021)	282
Project Construction (2022)	99
Total Construction $MTCO_2e$	**381**
Emissions Amortized Over 30 Years[1]	**13**

Notes:
$MTCO_2e$ = metric tons of carbon dioxide equivalent
[1] Construction GHG emissions are amortized over the 30-year lifetime of the project.
Source: CalEEMod Output (Appendix A).

During the construction of the proposed project, approximately 381 $MTCO_2e$ would be emitted. Neither the City of Pittsburg nor the BAAQMD have adopted threshold of significance for construction-related GHG emissions. Because impacts from construction activities occur over a relatively short-term period, they contribute a relatively small portion of the overall lifetime project GHG emissions. In addition, GHG emission reduction measures for construction equipment are relatively limited. Therefore, a standard practice is to amortize construction emissions over the anticipated lifetime of a project, so that GHG reduction measures will address construction GHG emissions as part of the operational GHG reduction strategies. In the absence of a construction emission threshold and to evaluate construction-related GHG emissions, the total emissions generated during construction were amortized based on the life of the development (30 years) and added to the operational emissions to determine the total emissions from the project. Total project emissions are provided below.

Operational Emission Inventory

Operational or long-term emissions occur over the life of the project. The operational emissions for the proposed project are shown in Table 3.8-2. Sources for operational emissions include the following:

- **Motor Vehicles:** These emissions refer to GHG emissions contained in the exhaust from the cars and trucks that would travel to and from the project site.
- **Natural Gas:** These emissions refer to the GHG emissions that occur when natural gas is burned on the project site. Natural gas uses include heating water, space heating, dryers, stoves, or other uses.
- **Indirect Electricity:** These emissions refer to those generated by offsite power plants to supply electricity required for the proposed project.
- **Water Transport:** These emissions refer to those generated by the electricity required to transport and treat the water to be used on the project site.
- **Waste:** These emissions refer to the GHG emissions produced by decomposing waste generated by the proposed project. These include waste removed from car interiors during the cleaning process; waste generated in the restrooms; and waste generated from the operations of the facility.

The CalEEMod default assumptions were used for each of these sources of emissions except where applicant usage estimates exceeded the CalEEMod default value. Detailed modeling results and more information regarding assumptions used to estimate emissions are provided in Appendix A. The operational emissions are shown in Table 3.8-2.

Table 3.8-2: Operational Greenhouse Gas Emissions at Project Buildout

Source Category	$MTCO_2e$
Area	<1
Energy Consumption	193
Mobile	384
Solid Waste Generation	35
Water Usage	15
Amortized Construction Emissions[1]	13
Total	***639***
Applicable Operational Threshold ($MTCO_2e$/year) [2]	**1,012**
Significant Impact?	**No**

Notes:

$MTCO_2e$ = metric tons of carbon dioxide equivalent

BAAQMD = Bay Area Air Quality Management District

[1] Construction GHG emissions are amortized over the 30-year lifetime of the project.

[2] Value was calculated using the standard equation for linear interpolation between the data points for 2020 and 2030. An appropriate value was determined for the year 2022 based on interpolation of known data. Specifically, the known data points assumed were the threshold of 1,100 $MTCO_2e$/year in the 2020 operational year and the adjusted threshold of 660 in the 2030 operational year.

Source: CalEEMod Output (Appendix A).

During operation of the proposed project, approximately 626 $MTCO_2e$ would be emitted during the first year. As shown in Table 3-8.2, the project is estimated to result in 639 $MTCO_2e$ per year in the earliest

operational year, after including amortizing construction emissions. Estimated operational emissions would not exceed the applicable significance threshold; therefore, impacts would be less than significant.

Post-2020 Emissions Impact

Given the recent legislative attention and case law regarding post-2020 goals and the scientific evidence that additional GHG reductions are needed through 2050 to stabilize CO_2 concentrations, the Association of Environmental Professionals' (AEP) Climate Change Committee (2015) recommended in its Beyond 2020: The Challenges of Greenhouse Gas Reduction Planning by Local Governments in California (AEP 2015) white paper that CEQA analyses for most land use development projects can continue to rely on current thresholds for the immediate future, but that long-term projects should consider, "post-2020 emissions consistent with 'substantial progress' along a post-2020 reduction trajectory toward meeting the 2050 target." The Beyond 2020 white paper further recommends that the "significance determination… should be based on consistency with 'substantial progress' along a post-2020 trajectory."

The BAAQMD has developed a bright-line threshold of 1,100 $MTCO_2e$ for determining whether projects would generate significant GHG emissions. While it is understood that this threshold was developed for projects operational prior to 2020, the BAAQMD has not yet updated their GHG significance thresholds past this date. The total GHG emissions generated by the proposed project would be 639 $MTCO_2e$ per year (see Table 3.8-2 above) and would not exceed the BAAQMD AB 32 threshold of 1,100 $MTCO_2e$/year. Many California air quality management districts are currently updating their GHG thresholds to meet GHG reduction goals pursuant to 2050 targets; therefore, in the absence of Beyond 2020 thresholds, consistency with 'substantial progress' along a post-2020 trajectory was used as a significance determination for the proposed project. The bright-line threshold of significance (1,100 $MTCO_2e$/year) was adjusted to a substantial progress threshold that was calculated based on the GHG reduction goals of SB 32/EO B-30-15. An adjusted bright-line threshold of 660 $MTCO_2e$/year in the 2030 operational year is estimated to be needed to meet the 2030 target based (Table 3.8-3). The estimated total net annual GHG emissions generated by the proposed project in the year 2030 were compared with the applicable threshold of 660 $MTCO_2e$/service population/year.

Table 3.8-3: Operational Greenhouse Gas Emissions in the 2030 Operational Year

Source Category	$MTCO_2e$
Area	<1
Energy Consumption	189
Mobile	306
Solid Waste Generation	35
Water Usage	14
Amortized Construction Emissions[1]	13
Total	***557***
Applicable Operational Threshold ($MTCO_2e$ /year)[2]	**660**
Significant Impact?	**No**

Notes:

$MTCO_2e$ = metric tons of carbon dioxide equivalent

BAAQMD = Bay Area Air Quality Management District

GHG = Greenhouse Gas

[1] Construction GHG emissions are amortized over the 30-year lifetime of the project.

[2] The applicable threshold was adjusted to reflect post-2020 GHG emissions reduction targets. This was accomplished by reducing the current threshold by 40 percent to account for 2017 Scoping Plan Update 40 percent reduction goal by 2030.

Source: CalEEMod Output (Appendix A).

Due to being below the significance threshold adjusted to reflect post-2020 GHG emissions reduction targets, the proposed project would be assumed to meet or fall below trajectory, and impacts would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact GHG-2 Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Impact Analysis
The City of Pittsburg is currently in the process of developing a Climate Action Plan (CAP), which will help develop solutions and outline City programs to reduce the City's carbon footprint. The City currently has a Climate Action Page that documents their efforts in promoting climate action. The categories of climate action identified include energy efficiency, renewable energy, transport alternatives, fuel efficiency, resource conservation, and adaption strategies (City of Pittsburg 2018). Although implementation of the proposed actions outlined in the CAP would reduce the community's reliance on carbon-based energy sources, the plan has no mandatory provisions that would apply to the proposed project.

The State of California has adopted regulations that apply to the proposed project that would help the City achieve its reduction goal. The proposed project would be subject to Title 24 energy efficiency standards. Energy efficient buildings require less electricity; therefore, increased energy efficiency reduces fossil fuel consumption and decreases GHG emissions. The proposed project would comply with the California Green Building Standards Code, which includes requirements to increase recycling, reduce waste, reduce water use, increase bicycle use, and other measures that would reduce GHG emissions. Motor vehicle emissions associated with the proposed project would be reduced through compliance with State regulations on fuel efficiency and fuel carbon content. The regulations include the Pavley fuel efficiency standards that require manufacturers to meet increasing stringent fuel mileage rates for vehicles sold in California and the Low Carbon Fuel Standard that requires reductions in the average carbon content of motor vehicle fuels. Emissions related to electricity consumption by the proposed project would be reduced as the electric utility complies with the Renewables Portfolio Standard, which requires utilities to increase its mix of renewable energy sources to 50 percent by 2030. In 2018, SB 100 was signed into

law, which again increases the Renewables Portfolio Standard to 60 percent by 2030 and requires all the state's electricity to come from carbon-free resources by 2045 (California Public Utilities Commission 2021). The proposed project would not conflict with the City's CAP or regulations adopted by the State of California to reduce GHG emissions; therefore, impacts would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

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3.9 HAZARDS AND HAZARDOUS MATERIALS

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☒	☐	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?	☐	☐	☒	☐
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to *Government Code Section 65962.5* and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
g) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☒	☐

3.9.1 Environmental Setting

Hazardous materials, as defined by the CCR, are substances with certain physical properties that could pose a substantial present or future hazard to human health or the environment when improperly handled, disposed of, or otherwise managed. Hazardous materials are grouped into the following four categories, based on their properties:

- **Toxic:** Causes human health effects

- **Ignitable:** Has the ability to burn
- **Corrosive:** Causes severe burns or damage to materials
- **Reactive:** Causes explosions or generates toxic gases

Hazardous waste is any hazardous material that is discarded, abandoned, or slated to be recycled. The criteria that define a material as hazardous also define a waste as hazardous. If improperly handled, hazardous materials and hazardous waste can result in public health hazards if released into the soil or groundwater or through airborne releases in vapors, fumes, or dust.

California Government Code Section 65962.5 requires the California Environmental Protection Agency (CalEPA) to compile, maintain, and update specified lists of hazardous material release sites. The required lists of hazardous material release sites are commonly referred to as the "Cortese List," which are contained on internet websites, including the online EnviroStor database from the Department of Toxic Substances Control (DTSC) and the online GeoTracker database from the State Water Resources Control Board (SWRCB). These two databases include hazardous material release sites along with other categories of sites or facilities specific to each agency's jurisdiction. At the time of this document, the proposed project site is not listed on these databases (SWRCB 2021, DTSC 2021).

The closest public airport is the Buchanan Field Airport, approximately 10 miles west of the project site. Travis Airforce Base is located approximately 16 miles north of the project site. The closest private airport is the helipad at the Kaiser Permanente Antioch Medical Center located approximately 6.5 miles southeast from the project site. According to the California Department of Forestry and Fire Protection (CALFIRE), the City is not located in a local or state fire hazard severity zone (CALFIRE 2020).

The closest school to the project site is Martin Luther King, Jr. Junior High School, which lies approximately 0.20 mile north and across SR 4 from the project site.

3.9.2 Methodology

The following analysis is based on a review of documents pertaining to the project site, including the General Plan, and online regulatory compliance databases.

3.9.3 Environmental Impact Analysis

This section discusses potential impacts related to hazards and hazardous materials associated with the proposed project and provides mitigation measures where necessary.

Impact HAZ-1 Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Impact Analysis

The proposed project would involve the development of a four-story hotel with 115 guest rooms and other onsite guest amenity areas such as an outdoor swimming pool, fitness room, guest laundry room, and dining/community gathering room. During the construction phase, limited amounts of hazardous materials

would be used, including standard construction materials such as concrete, paints, solvents, and heavy construction equipment that would contain diesel fuels and oils. The project contractor would be required to comply with all applicable federal, state, and local laws related to the transport, use, or disposal of hazardous materials, as overseen by the CalEPA and DTSC. Hazardous materials used during operation of the proposed hotel would be similar to those commonly found in residential and office uses such as cleaning products, paints, oils, and pesticides for landscaping maintenance activities. These common household hazardous materials would be used in limited quantities and would not create a substantial hazard to the public or the environment. Therefore, impacts related to the routine transport, use, and disposal of hazardous materials during project construction and operation would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact HAZ-2 Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Impact Analysis
The proposed project involves the development of a four-story hotel. The project site is vacant, and therefore, the proposed project would not include any activities associated with the demolition of structures prior to the 1980s, which would pose a hazard regarding asbestos-containing materials or lead-based paints. As discussed in Impact HAZ-1, project construction and operation activities would involve limited use of common hazardous materials, including paints, solvents, fuels, oils, cleaners, and pesticides. The use of these substances is not expected to create a significant hazard to the public or the environment through reasonably foreseeable upset or accident. The proposed project would be required to comply with applicable federal, state, and local laws pertaining to the safe handling, storage, and transport of hazardous materials. In addition, during construction activities, the applicant would be required to implement a SWPPP to prevent contaminated runoff from leaving the project site. The implementation of the SWPPP would be incorporated into the proposed project as Mitigation Measure HYD-1. Therefore, impacts related to the release of hazardous materials into the environment would be less than significant with the implementation of Mitigation Measure HYD-1.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures
Mitigation Measure HYD-1 is required.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact HAZ-3 Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?

Impact Analysis
Martin Luther King, Jr. Junior High School is located approximately 0.20 mile north of the proposed project site. The proposed project, however, does not involve the development of a use that would emit hazardous materials, substances, or waste during operation. The use of heavy equipment and activities involving hazardous materials would be limited to the construction phase and confined to construction areas and within existing roadways. Additionally, the project site is located across SR 4 from Martin Luther King, Jr. Junior High School. The use of hazardous materials would also be regulated by health and safety requirements under federal, state, and local laws, including handling, storage, and disposal of the materials, as well as emergency spill response. As such, the proposed project would have a less than significant impact related to the emission or handling of hazardous materials near a school.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact HAZ-4 Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Impact Analysis
The project site is not included on a list of hazardous materials sites pursuant to Government Code Section 65962.5 (DTSC 2021). The proposed project would not create a significant hazard to the public or the environment, and no impact would occur.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact HAZ-5 For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

Impact Analysis
The project site is not located within 2 miles of a public airport or public use airport. The nearest airport is the Buchanan Field Airport, approximately 10 miles west of the project site. Travis Airforce Base is approximately 16 miles north of the project site and the project site is not located within the Travis Air Force Base Land Use Compatibility Plan (Solano County 2015). The closest private airport is the helipad at the Kaiser Permanente Antioch Medical Center located approximately 6.5 miles southeast from the project site. As such, the proposed project would not result in a safety hazard for people residing or working in the project site, and impacts would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact HAZ-6 Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Impact Analysis
The proposed project would not involve permanent modification of existing roadways. Construction equipment and materials would be stored within the project site. Construction activities are anticipated to be confined to the project site, and no road closures or detours are anticipated. Therefore, project construction and operation activities would not interfere with an emergency evacuation or response plan, and impacts would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact HAZ-7 Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Impact Analysis

The project site is in an urbanized developed area with industrial, commercial, and residential uses. High hazard areas are just south of the City and include outlying residential parcels and open lands adjacent to residential areas. Based on review of Fire Hazard Severity Zone maps developed by CALFIRE, the project site is not within or near a state responsibility area and does not contain lands classified as very high fire hazard severity zones (CALFIRE 2020). The proposed project would be required to comply with the safety development standards of the General Plan, which require conformance with the Building Code and all applicable federal and state regulations (City of Pittsburg 2001). Additionally, all work related to improvements and project grading would be subject to the Municipal Code, including the Building Code and Fire Code. As such, the proposed project is not expected to be exposed to risks associated with wildland fires, and impacts would be less than significant.

Level of Significance Before Mitigation

Less Than Significant Impact.

Mitigation Measures

No mitigation is necessary.

Level of Significance After Mitigation

Less Than Significant Impact.

3.10 HYDROLOGY AND WATER QUALITY

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	☐	☒	☐	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) Result in substantial erosion or siltation on- or offsite;	☐	☒	☐	☐
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☒	☐
iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff	☐	☒	☐	☐
iv) Impede or redirect flood flows	☐	☐	☐	☒
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☒	☐	☐

3.10.1 Environmental Setting

Climate and Precipitation

The project site is within a Mediterranean climate characterized by hot, dry summers and moderate winters, with average annual temperatures ranging from 46 to 75°F. Precipitation in the study area occurs as rain. Average annual rainfall is 11.2 inches and occurs primarily from October through April.

Watershed and Regional Drainage

A watershed is the geographic area draining into a river system, ocean, or other body of water through a single outlet and includes the receiving waters. The project site is located in the Suisun Bay watershed (USGS 2020). More specifically, it lies within the Kirker Creek-Frontal Suisun Bay Estuaries (California Water Indicators Portal 2020). In general, the creeks flow from the hills south of Pittsburg to the north and ultimately drain into the Suisun Bay, located north of the project site. The existing drainage system in Pittsburg is comprised primarily of channelized creeks fed by groundwater, surface runoff, and underground storm drains. Kirker Creek is located about 0.25 mile northwest of the project site. Because the proposed project would disturb 1 acre or more of soils during construction, the project would be required to comply with the NPDES permitting program and implement a SWPPP that identifies BMPs to control the discharge of sediment and other pollutants during construction.

Groundwater

The City primarily overlies the Pittsburg Plain Groundwater Basin (Basin), which is located along the southern shore of Suisun Bay. The Basin is bounded by Suisun Bay to the north, the Tracy Subbasin to the east, and the Clayton Valley Groundwater Basin to the west, and includes the overlying City of Pittsburg and Bay Point census-defined place.

The Basin consists of mild sloping alluvial plains ranging from sea level to 100 feet amsl. The primary water-bearing units of the Basin are alluvium deposits ranging from Pleistocene to Recent in age. Characterization of the Basin hydrogeologic setting is limited to the area around the City. Aquifer units beneath the City consist of north-dipping sand and gravel material under confined to semi-confined conditions. To the south, a deeper zone, where most of the Basin groundwater production occurs, is close to the ground surface and appears to interbed with the sandy clay surface layer. Recharge to the deeper zone is interpreted to occur in the hills along the southern portion of the Basin where the primary aquifer units outcrop at the land surface. Groundwater flow appears to be generally to the north-northeast toward the Suisun Bay, which defines the northern border of the Basin (City of Pittsburg 2012).

Water Quality

Water quality refers to the chemical, biological, and physical characteristics of water. The water quality within a watershed is influenced by surrounding land uses, geographic features, rainfall intensity, vehicle traffic, and percentage of impervious surfaces. During the seasonal dry period between May to September, pollutants such as vehicle exhaust, oil and gasoline spills, and atmospheric fallout accumulate within the watershed. During the seasonal wet period between October to April, precipitation

can displace these pollutants into stormwater runoff and increase pollutant concentrations at the beginning of the season.

Water quality within the Basin is highly variable with average total dissolved solids concentrations between 600 and 1,200 milligrams per liter (mg/L). Average chloride concentrations in the deeper zone are between about 115 and 250 mg/L and average nitrate concentrations are between 1 and 3 mg/L. Manganese levels encountered in the City's production wells exceed the state secondary Maximum Constituent Level of 0.050 mg/L. Groundwater pumped from the City's wells is blended with surface water from the Contra Costa Canal and then treated at the City's Water Treatment Plant (WTP). Water delivered to customers meets all requirements set by the California Department of Public Health (City of Pittsburg 2012).

Flooding

Flood hazard zones are identified on official Flood Insurance Rate Maps issued by the Federal Emergency Management Agency (FEMA). The project site is designated as Zone X. Zone X is defined as areas outside of the 100-year and 500-year floodplain zone that also have a 0.2-percent probability of flooding in a given year (FEMA 2021). According to the FEMA maps, the area north and west of the project site near Kirker Creek is mapped as Zone A, which is considered to be within a 100-year floodplain.

Seiches, Dam Inundation, and Tsunamis

Seiches are standing waves oscillating in a landlocked body of water, typically caused by strong winds or seismic ground shaking. Tsunamis are tidal waves created by undersea fault movement. These waves are fast moving, create large swells of water, and upon reaching the coast can sweep inland with a large amount of force. According to the General Plan, portions of the City located adjacent to Suisun Bay are susceptible to potential tsunami or seiche inundation. However, projected wave height and tsunami run-up is expected to be small in the interior portions of the San Francisco Bay. Some coastal inundation and damage could occur if a tsunami or seiche coincided with very high tides or an extreme storm (City of Pittsburg 2001).

A dam can pose a potential risk of failure particularly during seismic events or ground shaking, which can threaten the area below the dam with inundation. The City is not in the line of any flooding from dam or reservoir inundation (City of Pittsburg 2017).

3.10.2 Methodology

The evaluation of potential hydrologic and water quality impacts was based on a review of the General Plan. Mapping tools provided by FEMA were also reviewed. The information obtained from these sources are summarized to establish existing conditions and to identify potential environmental effects. In determining the level of significance, the analysis assumes that the proposed project would comply with relevant federal, state, and local ordinances and regulations.

3.10.3 Environmental Impact Analysis

This section discusses potential impacts related to hydrology and water quality associated with the proposed project and provides mitigation measures where necessary.

Impact HYD-1 Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?

Impact Analysis

Construction activities would include site clearing, grading, utility connections, building construction, frontage improvements (e.g., sidewalk and driveway construction), and landscaping onsite. Construction activities would involve grading of the entire project site and the permanent disturbance of the 2-acre site. These activities have the potential to generate stormwater runoff and to discharge pollutants, such as fuel, solvents, oil, paints, and trash, into the City's storm drain system. The proposed project would comply with the NPDES General Construction Permit. The NPDES General Construction Permit includes the preparation of a SWPPP and incorporation of BMPs to control sedimentation, erosion, and hazardous materials from contacting stormwater, with the intent of keeping all products of erosion from moving offsite into receiving waters. The SWPPP and applicable BMPs have been incorporated into Mitigation Measure HYD-1 to reduce potential water quality impacts to a less than significant level. The proposed project would comply with the provisions of Chapter 15.88 of the Municipal Code, Grading, Erosion, and Sediment Control and Chapter 13.28, Stormwater Management and Discharge Control. The Municipal Code Chapter 13.28.090 implements the requirements of the individual NPDES permit, under the regulatory authority of the San Francisco Bay RWQCB, to reduce pollutants in stormwater discharges.

The proposed project would change the vacant project site to a hotel land use. The proposed project would create 69,400 square feet of impervious surface at the project site. This increase in impervious surface at the project site would alter the type and level of pollutants in stormwater runoff from the project site. Stormwater runoff from building rooftops, parking lot areas, sidewalks, access roads, and landscaped areas would potentially contain oils, grease, fuels, byproducts of combustion, pesticides, fertilizers, and herbicides.

To control stormwater runoff, the proposed project would include the installation of a storm drain that would eventually connect to the existing storm drain along Loveridge Road. The proposed project would also include approximately 27,500 square feet of pervious surface, consisting of landscaping and a bioretention basin, along the project site boundary. Stormwater facilities would be designed to mitigate stormwater flow to pre-project levels. Stormwater generated at the project site would be directed and treated in the landscaped areas and the bioretention basin. As such, the proposed project would comply with Chapter 13.28.090 of the Municipal Code and would incorporate BMPs to prevent, control, and reduce the volume of pollutants in stormwater runoff. The proposed drainage system improvements would be designed and constructed in accordance with the City's Standard Specifications and General Plan. As such, operation of the proposed project would have a less than significant impact related to water quality degradation.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures

MM HYD-1: **Prepare and Implement a SWPPP.** Prior to the issuance of any construction-related permits, the applicant shall prepare and submit a Notice of Intent to the SWRCB and prepare a SWPPP in compliance with the NPDES General Construction Permit. The SWPPP shall include a detailed, site-specific listing of the potential sources of stormwater pollution; pollution prevention measures (erosion and sediment control measures and measures to control non-stormwater discharges and hazardous spills); description of the type and location of erosion and sediment control BMPs to be implemented at the project site; and a BMP monitoring and maintenance schedule to determine the amount of pollutants leaving the project site. A copy of the SWPPP must be current and remain onsite. Water quality BMPs identified in the SWPPP could include but are not limited to the following:

- Surface water runoff shall be controlled by directing flowing water away from critical areas and by reducing runoff velocity. Diversion structures, such as terraces, dikes, and ditches, shall collect and direct runoff water around vulnerable areas to prepared drainage outlets.
- Surface roughening, berms, check dams, hay bales, or similar devices shall be used to reduce runoff velocity and erosion.
- Sediment shall be contained when conditions are too extreme for treatment by surface protection. Temporary sediment traps, filter fabric fences, inlet protectors, vegetative filters and buffers, or settling basins shall be used to detain runoff water long enough for sediment particles to settle out. Construction materials, including topsoil and chemicals, shall be stored, covered, and isolated to prevent runoff losses and contamination of groundwater.
- Topsoil removed during construction shall be carefully stored and treated as an important resource. Berms shall be placed around topsoil stockpiles to prevent runoff during storm events.
- Fuel and vehicle maintenance areas shall be established away from all drainage courses, and these areas shall be designed to control runoff.
- Temporary erosion control measures, such as silt fences, staked straw bales, and temporary revegetation, shall be employed for disturbed areas. No disturbed surfaces would be left without erosion control measures in place during the winter and spring months.
- A spill prevention and countermeasure plan shall be developed to identify proper storage, collection, and disposal measures for potential pollutants (such as fuel,

fertilizers, pesticides, etc.) used onsite. The plan would also require the proper storage, handling, use, and disposal of petroleum products.

- Construction activities shall be scheduled to reduce land disturbance during peak runoff periods and to the immediate area required for construction. Soil conservation practices shall be completed during the fall or late winter to reduce erosion during spring runoff. Existing vegetation would be retained where possible. To the extent feasible, grading activities shall be limited to the immediate area required for construction.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact HYD-2 Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Impact Analysis
Pittsburg obtains raw water from the Contra Costa Water District (CCWD), through the Central Valley Project (CVP). The primary source of water for residents of the CCWD is the Sacramento-San Joaquin Delta. CCWD has a contract with the U.S. Bureau of Reclamation (USBR) for 195,000 acre-feet (AF) per year (AFY) of CVP water. The City also supplements its CCWD water supply with two wells that extract groundwater from the Pittsburg Plain Groundwater Basin.

As part of the geotechnical investigation, two soil borings were taken at the project site. At approximately 0-5 feet below ground, the soil borings encountered generally dry to damp, light brown clayey sand with gravel and damp, brown to red lean clay with sand, which was followed by dry to damp brown lean clay and hard, damp, brown to red lean clay with sand with sand at approximately 5-15 feet below ground. Groundwater was not encountered at the project site to the depth of 25 feet below ground (Appendix D). Therefore, no dewatering or excavation activities would be required as part of the proposed project that would affect existing groundwater or decrease groundwater supplies.

The proposed project would create 69,400 square feet of impervious surface at the project site, which would potentially impact groundwater because areas currently available for the infiltration of rainfall would be reduced. The proposed project would incorporate 27,500 square feet of pervious surface at the project site consisting of landscape planters and a bioretention basin along the project boundaries, which exceeds the Municipal Code requirements. In addition, the drainage system improvements would be designed and constructed in accordance with the City's Standard Specifications and General Plan. Therefore, the proposed project would not substantially interfere with local groundwater recharge. Impacts would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact HYD-3 Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

- **i) Result in substantial erosion or siltation on- or offsite;**
- **ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;**
- **iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff;**
- **iv) Impede or redirect flood flows**

Impact Analysis

i) Result in substantial erosion or siltation on- or offsite

Construction of the proposed project would include ground-disturbing work that would involve grading of the entire project site, and the permanent disturbance of the 2.09-acre site. As a result, construction activities could result in erosion-related impacts. The proposed project would implement Mitigation Measure HYD-1, including preparation of a SWPPP in accordance with the NPDES General Construction Permit. The SWPPP would include BMPs, which would be implemented during construction activities to reduce the potential of erosion.

The proposed project would change the existing vacant project site to a hotel land use. As a result, the proposed project would potentially alter the existing drainage pattern from the increase in impervious surface. In addition to the installation of a storm drain, the proposed project would install 27,500 square feet of pervious surface consisting of landscape planters and a bioretention basin. These features would collect impervious surface runoff prior to entering the piped storm drain system and would provide treatment, retention, and/or detention at the project site to reduce the volume of stormwater runoff and erosion impacts. Therefore, with implementation of Mitigation Measure HYD-1, the proposed project would not result in substantial erosion on- or off-site, and impacts would be less than significant.

ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite

The proposed project would change the existing vacant project site to a hotel land use. As a result, the proposed project would create 69,400 square feet of impervious surface at the project site. The impervious surface at the project site would increase the amount of stormwater runoff from the project site. The proposed project would include post-construction stormwater control BMPs and low-impact

development measures to control stormwater runoff in compliance with the Chapter 15 of the Municipal Code. The City of Pittsburg is also part of the Contra Costa Clean Water Program (Contra Costa Permittees) and is subject to Municipal Regional Stormwater NPDES Permit No. CAS612008. The City is also subject to Chapter 13.28 of the Municipal Code, Stormwater Management and Discharge Control, which is intended to protect and enhance the water quality in the City of Pittsburg's watercourses pursuant to, and consistent with, the Porter-Cologne Water Quality Control Act and the Federal Clean Water Act. Every application for a development project is required to create and implement a stormwater control plan that meets the criteria of the Contra Costa Clean Water Program Stormwater Section C.3 Guidebook. Therefore, the proposed project would install a storm drain and eventually connect to the existing storm drain along Loveridge Road. The proposed project would also include approximately 27,500 square feet of pervious surface consisting of landscaping and a bioretention basin along the project site boundary. Stormwater at the project site would be diverted to the landscaped areas and a bioretention basin, which would control the volume of stormwater at the project site to reduce the potential for flooding. Therefore, the proposed project would not result in on- or offsite flooding, and the impact would be less than significant.

iii) Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff

As described above, construction activities would have the potential to generate stormwater runoff and to discharge pollutants, such as fuel, solvents, oil, paints, and trash, into the City's storm drain system. In addition, the increase in impervious surface resulting from project implementation would alter the type and level of pollutants in stormwater runoff from the project site. During construction activities, the proposed project would conform to the requirements of the NPDES General Construction Permit, which involves the preparation and implementation of a SWPPP. The SWPPP would specify BMPs to incorporate during construction to prevent, control, and reduce polluted runoff from entering the City's storm drain system and waterways. Implementation of these BMPs would be part of Mitigation Measure HYD-1.

As required by Chapter 13.28 of the Municipal Code, urban stormwater quality management and discharge control requirements would be implemented as part of the proposed project. In addition, stormwater generated at the project site would be directed and treated in the landscaped areas and the bioretention basin prior to entering the piped storm drain system. The proposed storm drainage improvements would be designed and constructed in accordance with the City's Storm Drain Standard Specifications. Therefore, stormwater generated by the proposed project would not exceed the capacity of existing or planned stormwater drainage systems, and impacts would be less than significant with Mitigation Measure HYD-1 incorporated.

iv) Impede or redirect flood flows

The project site is designated as Zone X. Zone X is defined as areas outside of the 100-year and 500-year floodplain zone that have a 0.2-percent probability of flooding in a given year (FEMA 2021). The project is not located within a dam inundation zone; therefore, the proposed project would not impede or redirect flood flows, and there would be no impact.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures
Mitigation Measure HYD-1 is required.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact HYD-4 In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Impact Analysis
The project site would not be susceptible to seiche, tsunami, or mudflow. Seiches affect locations adjacent to larger water bodies such as lakes or reservoirs; the project site is not located near any such water body. The project site is located more than 40 miles from the Pacific Ocean and 2 miles from Suisun Bay, substantially reducing the potential for impacts from tsunamis. The project site is also located within FEMA Flood Zone X and is not located within a 100-year and 500-year flood zone. As a result, there would be no impact.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact HYD-5 Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Impact Analysis
As a result of AB 3030, the California Water Code (CWC) Section 10750 et seq. provides local agencies with the authority to adopt and implement groundwater management plans. Therefore, on May 7, 2012, and in accordance with the requirements of the CWC, the City Council adopted a resolution of intent to prepare a groundwater management plan. The primary objective of the Pittsburg Plain Groundwater Basin Management Plan is to provide a long-term strategy to maintain the quality, reliability, and sustainability of groundwater resources within the Basin. Groundwater conditions in the Basin are considered favorable at current utilization. Pittsburg obtains raw water from the CCWD, through the CVP. The primary source of water for residents of the CCWD is the Sacramento-San Joaquin Delta. CCWD has a contract with the USBR for 195,000 AFY of CVP water. The City also supplements its CCWD water supply with two wells that extract groundwater from the Pittsburg Plain Groundwater Basin. Therefore, the project would not conflict with or obstruct implementation of the plan.

The proposed project is required to comply with the policies and objectives of the RWQCB's Water Quality Control Plan for the San Francisco Bay Basin. As discussed, the proposed project would be required to implement Mitigation Measure HYD-1 and obtain coverage under the NPDES Construction General Permit requiring preparation of a SWPPP. The SWPPP would be implemented during construction and would incorporate BMPs that meet the requirements of the San Francisco Bay RWQCB's Water Quality Control Plan to reduce potential impacts to water quality. Therefore, the proposed project would not conflict with or obstruct implementation of the Water Quality Control Plan for the San Francisco Bay RWQCB, and impacts would be less than significant with implementation of Mitigation Measure HYD-1.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures
Mitigation Measure HYD-1 is required.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

3.11 LAND USE AND PLANNING

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community?	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

3.11.1 Environmental Setting

The proposed project is located in southeast Pittsburg near the intersection of SR 4 and Loveridge Road in the Loveridge Planning Subarea. The proposed project site is bound by an industrial facility and SR 4 to the north, Loveridge Road to the east, E Leland Road to the south, and high-density residential apartments and industrial land uses to the west.

The proposed project would be located in the Loveridge Planning Subarea. The proposed project would be located on 2.09-acre vacant lot with a to be determined APN. The project site is designated Business Commercial by the General Plan and is within the City's Industrial Park zoning district. The proposed project is seeking entitlements for General Plan amendment from land use designation Business Commercial to Community Commercial. The proposed project is seeking rezone from Industrial Park to Community Commercial. The project site is surrounded by the following land uses:

- **North.** Industrial land uses are located north of the project site, beyond which lies SR 4, which runs east/west.
- **South.** South of the project site is commercial development and high-density residential apartments, followed by E Leland Road.
- **West.** West of the project is high-density residential apartments and industrial land uses, followed by Dias Circle and Piedmont Way.
- **East.** Loveridge Road is directly east of the project, followed by commercial development.

The Loveridge Planning Subarea is described in the General Plan as a majority of large industrial uses and vacant sites adjacent to the Loveridge Road/SR 4 interchange. A variety of land uses line E Leland Road, including a community commercial center, business commercial complex, service commercial node, and several multi-family housing developments.

3.11.2 Methodology

The evaluation of potential land use impacts was based on a review of applicable land use documents, including the General Plan and the Municipal Code. This analysis examined the consistency of the proposed project with applicable General Plan policies.

3.11.3 Environmental Impact Analysis

This section discusses potential impacts related to land use and planning associated with the proposed project and provides mitigation measures where necessary.

Impact LU-1 Physically divide an established community?

Impact Analysis
Development of the proposed project would occur within the Loveridge Planning Subarea. As described, the project site is vacant and is bordered by mostly industrial, commercial, and residential uses and roadways. The proposed project would involve development of a hotel that includes up to 115 guest rooms and other onsite guest amenities, including a fitness room, dining/community gathering area, outdoor pool, guest laundry, and employee office. The proposed project also includes 122 onsite surface parking spaces, approximately 27,500 square feet of landscaping, and installation of utilities. The proposed project would be located on 2.09-acre vacant lot with a to be determined APN. Therefore, the proposed subdivision would not physically alter an established community. In addition, the proposed project would be accommodated by existing roadways, would not require construction of new roadways for access to the project site, and would not preclude access to adjacent developments. The General Plan establishes land use and infrastructure policies regarding future planned development contemplated within the plan area such as the proposed project. The proposed project would be consistent with the surrounding development and with the proposed Community Commercial land use designation. Therefore, the proposed project would not physically divide an established community; no impact would occur.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact LU-2	**Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?**

Impact Analysis

General Plan and Zoning Consistency

The project site is designated Business Commercial by the General Plan and is within the City's Industrial Park zoning district.

The project site is located in the Loveridge Planning Subarea. The goals for this planning subarea in the General Plan include supporting the development and expansion of regionally oriented commercial activities within this area and maintaining industrial activities in appropriate, designated areas.

The proposed project is seeking entitlements for General Plan amendment from land use designation Business Commercial to Community Commercial. Hotels are a consistent use within the Community Commercial land use designation. Community Commercial is described in the General Plan (City of Pittsburg 2001) as follows:

> *Community Commercial. Intended to provide sites for retail shopping areas (primarily in shopping centers) containing a wide variety of businesses, including retail stores, eating and drinking establishments, commercial recreation, service stations, automobile sales and repair services, financial, business and personal services, motels, educational and social services. The Zoning Ordinance may limit certain commercial areas to neighborhood stores or non-automotive establishments.*

The proposed project is seeking rezone from Industrial Park to Community Commercial. Community Commercial is described in the City Zoning Code (City of Pittsburg 2019) as follows:

> *Community Commercial District (CC). To provide for commercial centers and individual structures on sites that are located within reasonable distance of high densities of residences or that are served by local and regional transportation and transit systems. These sites typically host a wide variety of local- and regional-serving commercial establishments, including businesses selling home furnishings, apparel, durable goods, and specialty items. Support facilities such as personal services, entertainment, eating-and-drinking establishments and institutional uses are also allowed, subject to certain limitations to avoid adverse effects on adjacent uses.*

Hotels are an allowed use in Community Commercial zones according to the City Zoning Code with a CUP required overlay district as part of the rezone to allow for increased FAR.

Table 3.11-1 discusses the proposed project's consistency with the City's Zoning development standards for Community Commercial zoning. As shown in the table, the proposed project would meet the required setbacks, height limits, and FAR.

Table 3.11-1: City of Pittsburg Community Commercial Zoning Property Development Regulations Consistency Analysis

Project Features	Proposed Project	Community Commercial Zoning	Consistent
Maximum Height (feet)	52'1"	60'	Yes
Minimum lot area (square feet)	91,040 square feet	5,000 square feet	Yes
Maximum lot coverage	17%	50%	Yes
Maximum FAR	69%	0.5 FAR	Yes (will require overlay district with rezone to allow for increased FAR CUP)
Minimum site landscaping	30%	10%	Yes
Front Setbacks	15	15 feet	Yes
Side setbacks	10	10 feet (if adjacent to an R or residential PD district)	Yes
Rear	10	10 feet (if adjacent to an R or residential PD district)	Yes

Notes:
FAR = floor area ratio
CUP = Conditional Use Permit

No significant impacts would occur to adjacent land uses. The project design would be reviewed during the City's design review process in accordance with Section 18.52.100 of the City Zoning Code to ensure that it is compatible with surrounding development. The proposed project would be consistent with the development standards established by the City Zoning Code.

Therefore, the proposed project would comply with the City Zoning Code and General Plan. As such, the proposed project would not conflict with the General Plan or zoning ordinance and this impact would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

3.12 MINERAL RESOURCES

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒

3.12.1 Environmental Setting

Historically, Black Diamond coal deposits are located in the southeastern portions of the City, and past mining records indicate that by 1890, more than 85 percent of the total reserve in the Black Diamond region had been mined (City of Pittsburg 2001). According to the General Plan, there are currently no significant mineral deposits or active mining operations in the City. The hills south of the City limits may contain mineral deposits, though their significance is not known (City of Pittsburg 2001). The proposed project is not located in an area that is known to contain mineral resources.

3.12.2 Methodology

The following analysis is based on a review of the General Plan and the California DOC Division of Mine Reclamation mineral lands classification maps (DOC 2020).

3.12.3 Environmental Impact Analysis

This section discusses potential impacts on mineral resources associated with the proposed project and provides mitigation measures where necessary.

Impact MIN-1 Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?

Impact Analysis

The project site is currently vacant and within an urbanized area. Based on review of the DOC Mineral Lands Classification map of Aggregate Resources, the project site is not identified within an area containing mineral deposits (DOC 2020). No mineral extraction activities exist on or the near the site, and mineral extraction is not included as part of the proposed project. The project site is within the City's Industrial Park zoning district. The proposed project is seeking rezone from Industrial Park to Community Commercial. Hotels are an allowed use in Community Commercial zones according to the City Zoning Code with a CUP required overlay district as part of the rezone to allow for increased FAR. Neither zoning

designation allows mineral extraction uses. The proposed project would not result in the loss of availability of a known mineral resource, and no impact would occur.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact MIN-2	**Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?**

Impact Analysis
The project site is not identified in the General Plan or by the DOC Division of Mine Reclamation as containing valuable mineral resources. Therefore, the proposed project would not result in the loss of availability of a locally important mineral resource recovery site, and no impact would occur.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

3.13 NOISE

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☒	☐	☐
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☒	☐	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

3.13.1 Environmental Setting

Noise Fundamentals and Terminology

Noise is generally defined as unwanted sound that annoys or disturbs people and potentially causes an adverse psychological or physiological effect on human health. Because noise is an environmental pollutant that can interfere with human activities, evaluation of noise is necessary when considering the environmental impacts of a proposed project.

Sound is mechanical energy (vibration) transmitted by pressure waves over a medium such as air or water. Sound is characterized by various parameters that include the rate of oscillation of sound waves (frequency), the speed of propagation, and the pressure level or energy content (amplitude). In particular, the sound pressure level is the most common descriptor used to characterize the loudness of an existing sound level.

Although the decibel (dB) scale, a logarithmic scale, is used to quantify sound intensity, it does not accurately describe how sound intensity is perceived by human hearing. The perceived loudness of sound is dependent upon many factors, including sound pressure level and frequency content. The human ear is not equally sensitive to all frequencies in the entire spectrum, so noise measurements are weighted more heavily for frequencies to which humans are sensitive in a process called A-weighting, written as dBA and referred to as A-weighted decibels. There is a strong correlation between A-weighted sound levels and community response to noise. For this reason, the A-weighted sound level has become the standard tool of environmental noise assessment. Table 3.13-1 summarizes typical A-weighted sound levels for different common noise sources.

Table 3.13-1: Typical A-Weighted Sound Levels

Common Outdoor Activities	Noise Level (dBA)	Common Indoor Activities
	-110-	Rock band
Jet flyover at 1,000 Feet		
	-100-	
Gas lawnmower at 3 Feet		
	-90-	
Diesel truck at 50 Feet at 50 MPH		Food blender at 3 Feet
Noisy urban area, daytime	-80-	Garbage Disposal at 3 Feet
Gas lawnmower, 100 Feet		
Commercial area	-70-	Vacuum Cleaner at 10 Feet
Heavy traffic at 300 Feet		Normal Speech at 3 Feet
	-60-	
Quiet urban daytime		Large business office
	-50-	Dishwasher in next room
Quiet urban nighttime		
Quiet suburban nighttime	-40-	Theater, large conference room (Background)
Quiet rural nighttime	-30-	
		Library
	-20-	Bedroom at night, concert hall (Background)
	-10-	
		Broadcast/recording studio
	-0-	

Source: Caltrans 2013

Different types of measurements are used to characterize the time-varying nature of sound. These measurements include the equivalent sound level (Leq), the minimum and maximum sound levels (Lmin and Lmax), percentile-exceeded sound levels (such as L10, L20), the day-night sound level (Ldn), and the community noise equivalent level (CNEL). Ldn and CNEL values often differ by less than 1 dB. As a matter of practice, Ldn and CNEL values are considered to be equivalent and are treated as such in this assessment. Table 3.13-2 defines sound measurements and other terminology used in this report.

Table 3.13-2: Definition of Sound Measurements

Sound Measurements	Definition
Decibel (dB)	A unitless measure of sound on a logarithmic scale, which indicates the squared ratio of sound pressure amplitude to a reference sound pressure amplitude. The reference pressure is 20 micro-pascals.
A-Weighted Decibel (dB(A))	An overall frequency-weighted sound level in decibels that approximates the frequency response of the human ear.
Maximum Sound Level (Lmax)	The maximum sound level measured during the measurement period.
Minimum Sound Level (Lmin)	The minimum sound level measured during the measurement period.

Sound Measurements	Definition
Equivalent Sound Level (Leq)	The equivalent steady state sound level that in a stated period of time would contain the same acoustical energy.
Percentile-Exceeded Sound Level (Lxx)	The sound level exceeded xx % of a specific time period. L10 is the sound level exceeded 10% of the time. L90 is the sound level exceeded 90% of the time. L90 is often considered to be representative of the background noise level in a given area.
Day-Night Level (Ldn)	The energy average of the A-weighted sound levels occurring during a 24-hour period, with 10 dB added to the A-weighted sound levels occurring during the period from 10:00 p.m. to 7:00 a.m.
Community Noise Equivalent Level (CNEL)	The energy average of the A-weighted sound levels occurring during a 24-hour period with 5 dB added to the A-weighted sound levels occurring during the period from 7:00 p.m. to 10:00 p.m. and 10 dB added to the A-weighted sound levels occurring during the period from 10:00 p.m. to 7:00 a.m.
Peak Particle Velocity (PPV)	A measurement of ground vibration defined as the maximum speed (measured in inches per second) at which a particle in the ground is moving relative to its inactive state. PPV is usually expressed in inches/second.
Frequency: Hertz (Hz)	The number of complete pressure fluctuations per second above and below atmospheric pressure.

Source: Federal Highway Administration Construction Noise Handbook 2006

With respect to how humans perceive and react to changes in noise levels, a 1 dB(A) increase is imperceptible, a 3 dB(A) increase is barely perceptible, a 5 dB(A) increase is clearly noticeable, and a 10 dB(A) increase is subjectively perceived as approximately twice as loud. These subjective reactions to changes in noise levels were developed on the basis of test subjects' reactions to changes in the levels of steady-state pure tones or broadband noise and to changes in levels of a given noise source. These statistical indicators are thought to be most applicable to noise levels in the range of 50 to 70 dB(A), as this is the usual range of voice and interior noise levels. Numbers of agencies and municipalities have developed or adopted noise level standards, consistent with these and other similar studies to help prevent annoyance and to protect against the degradation of the existing noise environment.

For a point source such as a stationary compressor or construction equipment, sound attenuates based on geometry at a rate of 6 dB per doubling of distance. For a line source such as free-flowing traffic on a freeway, sound attenuates at a rate of 3 dB per doubling of distance. Atmospheric conditions including wind, temperature gradients, and humidity can change how sound propagates over distance and can affect the level of sound received at a given location. The degree to which the ground surface absorbs acoustical energy also affects sound propagation. Sound that travels over an acoustically absorptive surface, such as grass, attenuates at a slightly greater rate than sound that travels over a hard surface, such as pavement. The increased attenuation is typically in the range of 1-2 dB per doubling of distance. Barriers, such as buildings and topography that block the line of sight between a source and receiver, also increase the attenuation of sound over distance.

Decibel Addition

Because decibels are logarithmic units, sound pressure levels cannot be added or subtracted through ordinary arithmetic. On the dB scale, a doubling of sound energy corresponds to a 3-dB increase. In other words, when two identical sources are each producing sound of the same loudness, their combined sound level at a given distance would be 3 dB higher than one source under the same conditions. For example, if one source produces a sound pressure level of 70 dB(A), two identical sources would combine to produce 73 dB(A). The cumulative sound level of any number of sources can be determined using decibel addition.

Vibration Standards

Vibration is like noise such that vibration involves a source, a transmission path, and a receiver. While related to noise, vibration differs in that noise is generally considered to be pressure waves transmitted through air, whereas vibration usually consists of the excitation of a structure or surface. As with noise, vibration consists of an amplitude and frequency. A person's perception to vibration depends on their individual sensitivity to vibration, as well as the amplitude and frequency of the source and the response of the system that is vibrating.

Vibration can be measured in terms of acceleration, velocity, or displacement. A common practice is to monitor vibration in terms of peak particle velocity in inches per second (PPV). Standards pertaining to perception as well as damage to structures have been developed for vibration levels defined in terms of PPV.

Human and structural response to different vibration levels is influenced by a number of factors, including ground type, distance between source and receptor, duration, and the number of perceived vibration events. Table 3.13-3 notes the general threshold at which human annoyance could occur is 0.1 PPV for continuous/frequent sources. Table 3.13-4 indicates the threshold for damage to typical residential and commercial structures ranges from 0.3 to 0.5 PPV for continuous/frequent sources.

Table 3.13-3: Guideline Vibration Annoyance Potential Criteria

Human Response	Maximum PPV (in/sec)	
	Transient Sources	Continuous/Frequent Sources
Barely perceptible	0.035	0.012
Distinctly perceptible	0.24	0.035
Strongly perceptible	0.90	0.10
Severe	2.0	0.40

Notes: Transient sources create a single isolated vibration event, such as blasting or drop balls. Continuous/frequent intermittent sources include impact pile drivers, pogo-stick compactors, crack-and-seal equipment, vibratory pile drivers, and vibratory compaction equipment.
Source: Caltrans 2020b

Table 3.13-4: Guideline Vibration Damage Potential Criteria

Structure and Condition	Maximum PPV (in/sec)	
	Transient Sources	Continuous/Frequent Sources
Extremely fragile historic buildings, ruins, ancient monuments	0.12	0.08
Fragile buildings	0.30	0.12
Historic and some old buildings	0.50	0.20
Older residential structure	0.70	0.30
New residential structures	1.2	0.50
Modern industrial/commercial buildings	2.0	0.50

Notes: Transient sources again create a single isolated vibration event, such as blasting or drop balls. Continuous/frequent intermittent sources include impact pile drivers, pogo-stick compactors, crack-and-seal equipment, vibratory pile drivers, and vibratory compaction equipment.
Source: Caltrans 2020b

The operation of heavy construction equipment, particularly pile driving and other impact devices, such as pavement breakers, create seismic waves that radiate along the surface of the ground and downward into the earth. These surface waves can be felt as ground vibration. Vibration from the operation of this equipment can result in effects ranging from annoyance of people to damage of structures. Varying geology and distance will result in different vibration levels containing different frequencies and displacements. In all cases, vibration amplitudes will decrease with increasing distance. Perceptible groundborne vibration is generally limited to areas within a few hundred feet of construction activities.

Table 7-4 “Vibration Source Levels for Construction Equipment” in the 2018 Federal Transit Administration (FTA) Transit Noise and Vibration Impact Assessment Manual (FTA Report No. 0123 September 2018) lists vibration source levels for the construction equipment most likely to generate high levels of ground vibration. The equipment listed in the FTA table includes impact and sonic pile drivers, clam shovel drops, hydromills, vibratory rollers, hoe rams, large and small bulldozers, caisson drilling, loaded trucks, and jackhammers. Table 3.13-5 below summarizes typical reference vibration levels generated by select construction equipment proposed for this project.

Table 3.13-5: Vibration Source Levels for Construction Equipment

Equipment	PPV at 25 Feet
Vibratory roller	0.210
Large bulldozer	0.089
Loaded trucks	0.076
Small bulldozer	0.003

Notes: PPV = peak particle velocity
Source: Federal Transit Administration Transit Noise and Vibration Impact Assessment Manual, September 2018

Vibration amplitude attenuates over distance and is a complex function of how energy is imparted into the ground and the soil conditions through which the vibration is traveling. Equation 7-2 in the FTA 2018

Transit Noise and Vibration Impact Assessment Manual can be used to estimate the vibration level at a given distance for typical soil conditions. “PPVref” is the reference PPV from Table 3.13-5 and “Distance” is the distance between the source and the receptor: PPV = PPVref x (25/Distance)^1.5.

Noise Regulatory Framework

Federal, state, and local agencies regulate different aspects of environmental noise. Generally, the federal government sets standards for transportation-related noise sources closely linked to interstate commerce, including aircraft, locomotives, and trucks. No federal noise standards are directly applicable to this project. The state government sets standards for transportation noise sources such as automobiles, light trucks, and motorcycles. Noise sources associated with industrial, commercial, and construction activities are generally subject to local control through noise ordinances and general plan policies. Local general plans identify general principles intended to guide and influence development plans.

State Regulations

California Building Code

Part 2, Title 24 of the California Code of Regulations California Noise Insulation Standards establishes minimum noise insulation standards to protect persons within new hotels, motels, dormitories, long-term care facilities, apartment houses, and dwellings other than single-family residences. Under Section 1207.11 “Exterior Sound Transmission Control,” interior noise levels attributable to exterior noise sources cannot exceed 45 Ldn in any habitable room. Where such residences are located in an environment where exterior noise is 60 Ldn or greater, an acoustical analysis is required to ensure interior levels do not exceed the 45 Ldn interior standard. If the interior allowable noise levels are met by requiring that windows be kept closed, the design for the building must also specify a ventilation or air conditioning system to provide a habitable interior environment.

California Green Building Standards

The CalGreen code establishes interior noise insulation standards for non-residential occupied buildings. The CalGreen code also applies to occupied non-guestroom spaces within a hotel, such as meeting rooms, offices, etc. CalGreen Section 5.507 “Environmental Comfort”, states the following:

5.507.4.1 Exterior noise transmission. Wall and roof-ceiling assemblies exposed to the noise source making up the building or addition envelope or altered envelope shall meet a composite STC rating of at least 50 or a composite OITC rating of no less than 40, with exterior windows of a minimum STC of 40 or OITC of 30 in the following locations:

1. *Within the 65 CNEL noise contour of an airport*

Exceptions:

1. *Ldn or CNEL for military airports shall be determined by the facility Air Installation Compatible Land Use Zone (AICUZ) plan.*

2. *Ldn or CNEL for other airports and heliports for which a land use plan that has not been developed shall be determined by the local general plan noise element.*

3. *Within the 65 CNEL or Ldn noise contour of a freeway or expressway, railroad, industrial source or fixed-guideway notice source as determined by the Noise Element of the General Plan.*

5.507.4.1.1 Noise exposure where noise contours are not readily available. Buildings exposed to a noise level of 65 dB Leq-1-hr during any hour of operation shall have building, addition or alteration exterior wall and roof-ceiling assemblies exposed to the noise source meeting a composite STC rating of at least 45 (or OITC 35), with exterior windows of a minimum STC of 40 (or OITC 30).

5.507.4.2 Performance method. For buildings located as defined in Section 5.507.4.1 or 5.507.4.1.1, wall and roof-ceiling assemblies exposed to the noise source making up the building or addition envelope or altered envelope shall be constructed to provide an interior noise environment attributable to exterior sources that does not exceed an hourly equivalent noise level (Leq -1Hr) of 50 dBA in occupied areas during any hours of operations.

5.507.4.2.1 Site features. Exterior features such as sound walls or earth berms may be utilized as appropriate to the building, addition, or alteration project to mitigate sound migration to the interior.

5.507.4.2.2 Documentation of compliance. An acoustical analysis documenting complying interior sound levels shall be prepared by personnel approved by the architect or engineer of record.

5.507.4.3 Interior sound transmission. Wall and floor-ceiling assemblies separating tenant spaces and tenant spaces and public places shall have an STC of at least 40.

Local Regulations

City of Pittsburg General Plan

The Noise Element of the General Plan Pittsburg 2020: A Vision for the 21st Century document outlines a program of “achieving acceptable noise levels throughout Pittsburg and ensures compliance with State noise requirements.” Figure 12-3 “Land Use Compatibility for Community Noise Environments” identifies land use compatibility standards for noise-sensitive land uses affected by transportation and non-transportation noise sources. As shown in the land use compatibility chart below (Table 3.13-6), for transient lodging, motel, and hotel land uses that are affected by transportation and non-transportation noise sources, the normally acceptable exterior noise level is below 60 dB(A) Ldn. Exterior noise levels between 60 and 70 dB(A) Ldn are considered conditionally acceptable provided that a detailed analysis of the noise requirements is made and needed noise insulation features are included in the design of the project. Noise levels between 70 and 80 dB(A) Ldn are normally unacceptable meaning new construction or development should generally be discouraged, but if construction does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features must be included in the design of the project. Exterior noise levels above 80 dB(A) Ldn are noted as clearly unacceptable and new construction or development should not be undertaken.

Table 3.13-6: City of Pittsburg Land Use Compatibility for Community Noise Environments

Land Use Category	Exterior Day/ Night Noise Levels DNL or Ldn, dB						
	55	60	65	70	75	80	
Residential - Single- Family							
Residential-Multiple Family							
Transient Lodging - Motels, Hotels							
Schools, Libraries, Churches, Hospitals*, Nursing Homes							
Auditoriums, Concert Halls, Amphitheaters							
Sports Arena, Outdoor Spectator Sports							
Playgrounds, Parks							
Golf Courses, Riding Stables, Water Recreation, Cemeteries							
Office, Business Commercial, and Professional							
Industrial Manufacturing							

Normally Acceptable

Specified land use is satisfactory, based on the assumption that any buildings involved are of normal construction, without any special noise insulation requirements.

Conditionally Acceptable

New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation feature included in the design.

Normally Unacceptable

New construction of development should be discouraged. If new construction of development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design.

Clearly Unacceptable

New construction or development clearly should not be undertaken.

Source: City of Pittsburg

* Because hospitals are often designed and constructed with high noise insulation properties it is possible for them to be satisfactorily located in noisier areas.

The Noise Element of the General Plan Pittsburg 2020 document also lists several policies relating to noise including the following:

- **Policy 12-P-4**. Require noise attenuation programs for new development exposed to noise above normally acceptable levels. Encourage noise attenuation programs that avoid visible sound walls.
- **Policy 12-P-5.** Require that applicants for new noise-sensitive development, such as schools, residences, and hospitals, in areas subject to noise generators producing noise levels greater than 65 dB CNEL, obtain the services of a professional acoustical engineer to provide a technical analysis and design of mitigation measures.
- **Policy 12-P-6.** Ensure that new noise-sensitive uses, including schools, hospitals, churches, and homes, in areas near roadways identified as impacting sensitive receptors by producing noise levels greater than 65 dB CNEL, incorporate mitigation measures to ensure that interior noise levels do not exceed 45 dB CNEL.
- **Policy 12-P-7.** Require the control of noise at the source through site design, building design, landscaping, hours of operation, and other techniques, for new development deemed to be noise generators.
- **Policy 12-P-8.** Develop noise attenuation programs for mitigation of noise adjacent to existing residential areas, including such measures as wider setbacks, intense landscaping, double-pane windows, and building orientation muffling the noise source.
- **Policy 12-P-9.** Limit generation of loud noises on construction sites adjacent to existing development to normal business hours between 8:00 AM and 5:00 PM.
- **Policy 12-P-10.** Reduce the impact of truck traffic noise on residential areas by limiting such traffic to appropriate truck routes. Consider methods to restrict truck travel times in sensitive areas.

City of Pittsburg Municipal Code

Chapter 9.44" Noise" in the City of Pittsburg Municipal Code is essentially a nuisance ordinance which makes it "unlawful for any person to make, continue, or cause to be made or continued any noise which either unreasonably annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others, within the limits of the city." Noise from elements such as loudspeakers, yelling, animals, and vehicle exhaust are covered in this section. Paragraphs in Chapter 9.44 applicable to this project include the following:

J. Pile Drivers, Hammers and Similar Equipment. The operation between the hours of 10:00 p.m. and 7:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by loud or unusual noise, except in case of emergency; (Potentially applicable to construction equipment)

K. Blowers. The operation of any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless the

noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noise; (Potentially applicable to mechanical equipment)

Section 18.82.040 "Noise" in the City of Pittsburg Municipal Code states that "No construction event or activity occurring on any site adjoining a lot located in an R, residential PD or GQ district shall generate loud noises in excess of 65 decibels measured at the property line, except between the hours of 8:00 a.m. and 5:00 p.m."

Identification of Sensitive Receptors and Existing Ambient Noise Levels

Sensitive Receptors

Some land uses are more tolerant of noise than others. For example, schools, hospitals, churches, and residences are considered to be more sensitive to noise intrusion than are commercial or industrial activities. Ambient noise levels can also affect the perceived desirability or livability of a development.

The proposed project is located in southeast Pittsburg near the intersection of SR 4 and Loveridge Road in the Loveridge Planning Subarea. The project site is by SR 4 to the north, Loveridge Road to the east, and E Leland Road to the south.

The project site is surrounded by the following land uses:

- **North.** Industrial land uses are located north of the project site, beyond which lies SR 4, which runs east/west.
- **South.** South of the project site is commercial development, followed by E Leland Road.
- **West.** West of the project is high-density residential apartments (Ventana Rental Homes) and industrial land uses, followed by Dias Circle and Piedmont Way.
- **East.** Loveridge Road is directly east of the project, followed by commercial development.

The closest noise-sensitive receptors are the multi-family residential buildings at the Ventana Rental Homes complex at about 20 feet from the west edge of the project site.

Existing Noise Conditions

The existing or ambient, noise environment in a project area is characterized by the area's general level of development. Areas that are not urbanized are relatively quiet, while areas that are more urbanized are noisier as a result of roadway traffic, industrial activities, and other human activities.

The City of Pittsburg is exposed to several sources of noise, including traffic on major highways, like SR 4, noise from traffic on busy arterial roads, such as Loveridge Road, and noise from commercial and industrial activities. Typically, the existing ambient noise environment at a project site would be determined through a noise measurement survey consisting of long-term (24-hour) measurement locations to calculate Ldn and additional short-term (15-minute) measurements to extrapolate the noise levels across the project site and at the closest noise-sensitive receptors. Due to current conditions in

California associated with closures and modified work conditions from the COVID-19 pandemic, traffic volumes on the roadways are currently much lower than is experienced during normal times. If ambient noise level measurements were taken at the project site now, the noise levels measured would be less than what is anticipated to be present during normal conditions.

Therefore, the ambient noise levels at the Pittsburg Home 2 Suites site were determined using the noise contours listed in Figure 12-2 “Projected Noise Contours” in the General Plan Pittsburg 2020 document (shown below). From Figure 12-2, the north façade of the project facing SR 4, the east façade of the project facing Loveridge Road, and a small section of the south façade are anticipated to be exposed to noise levels between 65-70 dB(A) Ldn. Noise levels along the west building façade and most of the south façade are shown within the 60-65 dB(A) Ldn noise contour.

Therefore, the ambient noise levels at the project site and closest residential receptors are expected to be in the “Conditionally Acceptable” range according to Figure 12-3 in the General Plan Pittsburg 2020 document.

3.13.2 Methodology

As noted above, the noise contours from the General Plan Pittsburg 2020 document (Figure 3.13-1) were used to provide baseline noise conditions at nearby sensitive receptors and within the project site vicinity. For the purpose of this analysis, potential sensitive receptors were determined by reviewing current aerial photography.

Impacts from future project-related traffic were estimated using predicted peak hour project trip numbers from the traffic report, prepared by Stantec.

Noise from the project’s mechanical systems would operate regularly and are therefore required to comply with the requirements listed in Chapter 9.44” Noise” in the City of Pittsburg Municipal Code.

The Federal Highway Administration (FHWA) Roadway Construction Noise Model (RCNM) was used to estimate the impact from short-term construction activities. The RCNM is used as the FHWA’s national standard for predicting noise generated from construction activities. The RCNM analysis includes the calculation of noise levels at a defined distance for a variety of construction equipment. The spreadsheet inputs include acoustical use factors and distance to receptors and calculates the expected Lmax values and Leq values at a selected receptor.

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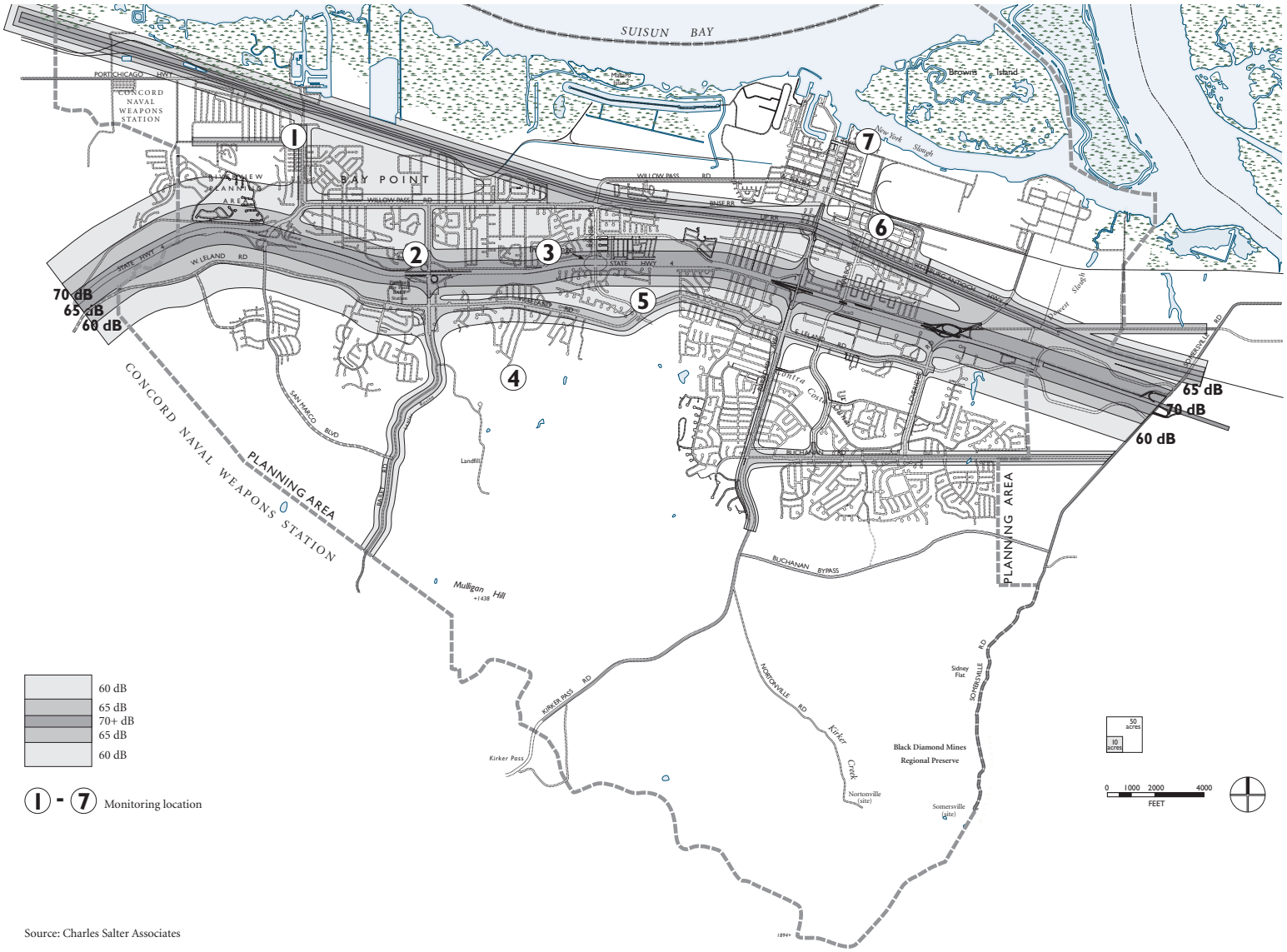

Source: Charles Salter Associates

Source: City of Pittsburg 2001

Figure 3.13-1

City of Pittsburg Projected Noise Contours

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EPA Guidelines

The EPA has established guidelines (Environmental Protection Agency Region 10 Environmental Impact Statement Guidelines, April 1973) for assessing the impact of an increase in noise levels. These guidelines have been used as industry standard for several years to determine the potential impact of noise increases on communities. Most people will tolerate a small increase in background noise (up to about 5 dB(A)) without complaint, especially if the increase is gradual over a period of years (such as from gradually increasing traffic volumes). Increases greater than 5 dB(A) may cause complaints and interference with sleep. Increases above 10 dB(A) (heard as a doubling of judged loudness) are likely to

cause complaints and should be considered a serious increase. Table 3.13-7 defines each of the traditional impact descriptions, their quantitative range, and the qualitative human response to changes in noise levels.

Table 3.13-7: EPA Impact Guidelines

Increase over Existing or Baseline Sound Levels	Impact Per EPA Region Guidelines	Qualitative Human Perception of Difference in Sound Levels
0 dB to 5 dB	Minimum Impact	Imperceivable or Slight Difference
6 dB to 10 dB	Significant Impact	Significant Noticeable Difference – Complaints Possible
Over 10 dB	Serious Impact	Loudness Changes by a Factor of Two or Greater. Clearly Audible Difference – Complaints Likely

3.13.3 Environmental Impact Analysis

Impact NOI-1 Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Impact Analysis

Exterior Traffic Noise Levels

Traffic noise depends primarily on vehicle speed (tire noise increases with speed), proportion of medium and large truck traffic (trucks generate engine, exhaust, and wind noise in addition to tire noise), and number of speed control devices, such as traffic lights and stop signs (accelerating and decelerating vehicles and trucks can generate more noise).

Changes in traffic volumes can also have an impact on overall traffic noise levels. For example, it takes 25 percent more traffic volume to produce an increase of only 1 dB(A) in the ambient noise level. For roads already heavy with traffic volume, an increase in traffic numbers could even reduce noise because

the heavier volumes could slow down the average speed of the vehicles. A doubling of traffic volume results in a 3 dB(A) increase in noise levels.

To describe future noise levels due to traffic added from the project, AM and PM peak hour trip numbers listed in the traffic study provided by Stantec were used. According to the Stantec traffic study, the project is expected to add a maximum of 39 vehicles to the roadways during the AM peak hour and a maximum of 42 vehicles during the PM peak hour. According to the City of Pittsburg Transportation Traffic Volume Count by Street sheet, bidirectional average daily traffic volumes on Loveridge Road between East Leland Road to the North Terminus is 20,518 vehicles. Assuming an even distribution of traffic, this would equate to about 855 vehicles on the roadway in an hour. Adding a maximum of 42 vehicles to the existing traffic on Loveridge Road represents a 4.9 percent increase in traffic volumes, which equates to a 0.2 dB(A) increase in noise.

There will essentially be no change in traffic noise (below 1 dB(A)) expected along the streets surrounding the project. Therefore, the project should not cause increased traffic noise levels over the baseline conditions at the neighboring sensitive receptors and this would be a less than significant impact relative to this topic.

Interior Traffic Noise Levels – Guestrooms

The California Building Code and the 2020 Pittsburg General Plan states the interior noise levels attributable to exterior sources shall not exceed 45 dB(A) in any habitable room within new hotels and motels. The needed sound isolation requirements of a building's exterior façade will be dependent on the following conditions:

- The dimension of the rooms with exterior windows;
- The finishes within the rooms;
- The ratio of clear glass to solid wall in the exterior wall assembly; and
- The exterior solid wall construction.

Modern construction with punch windows typically provides a 25 dB(A) exterior-to-interior noise level reduction with windows closed. Therefore, generally speaking, sensitive receptors exposed to exterior noise of 70 dB(A) Ldn or less will typically comply with the code-required interior noise level standard. Modern construction utilizing window walls, curtainwalls, or a high ratio of exterior clear glass will provide less reduction with the windows closed. Buildings using a high amount of glass will typically comply with the code-required interior noise level standard if exposed to exterior noise levels of 67 dB(A) Ldn or less.

Based on Figure 12-2 "Projected Noise Contours" in the General Plan Pittsburg 2020 document, noise levels at the project site are expected to be a maximum of 70 dB(A) Ldn and be within the "Conditionally Acceptable" range according to General Plan Figure 12-3. The project will therefore be subject to Policies 12-P-5 and 12-P-6 in the General Plan. Therefore, the Applicant will submit a detailed interior noise analysis outlining noise control measures that would ensure compliance with the code-required 45 dB(A) Ldn interior noise level standard, taking into account all noise sources, including vehicular traffic. This

analysis should specify required sound ratings for glazing as well as any other modifications to the building envelope used to meet the interior noise level standard. This analysis will be prepared by a qualified acoustical consultant. With the implementation of General Plan Policies 12-P-5 and 12-P-6, the impact from exterior noise would be less than significant.

Interior Traffic Noise Levels– Occupied Non-Guestroom Spaces

CalGreen states if an occupied non-guestroom space is exposed to a noise level of 65 dB(A) Leq 1-hr during any hour of operation, the exterior façade design is required to incorporate features to reduce noise inside the spaces to a maximum of 50 dBA Leq 1-hr. Given the project site would be exposed to noise levels up to 70 dB(A) Ldn, a 1-hour noise level of 65 dB(A) Leq or greater is possible, and the project would be required to comply with the CalGreen requirements.

Therefore, as part of the detailed interior noise analysis submitted for the guestrooms, the qualified acoustical consultant will also evaluate the noise levels experienced by occupied non-guestroom spaces and provide recommendations for glazing and the building envelope to meet the CalGreen noise standard. With the implementation of the detailed interior noise analysis, the impact from exterior noise to the occupied non-guestroom spaces would be less than significant.

Proposed Project Fixed-Source Noise

Typical hotel building construction would commonly involve new rooftop mechanical equipment such as air-handling units, condensing units, make-up air units, and exhaust fans. This equipment would generate noise that would radiate to neighboring properties. The noise generated from this equipment would be required to comply with Section 9.44 “Noise” in the Pittsburg Municipal Code. All noise generated from the project’s equipment shall also produce noise levels that are within the “Normally Acceptable” range as defined by Figure 12-3 in the General Plan Pittsburg 2020 document. This means the noise produced by the project’s mechanical equipment shall not exceed 65 dB(A) Ldn at the property line with the Ventana Rental Home complex and shall not exceed 70 dB(A) at the property lines with commercial uses. When the actual on-site equipment is selected, the equipment would be designed to incorporate measures as needed, such as shielding, barriers, and/or attenuators, to reduce noise levels that may affect nearby properties. Therefore, the impact of fixed-source noise to the neighboring properties would be less than significant.

Operational Noise

The Home 2 Suites drawing package by I & A Architects, Inc. show an outdoor pool and common community gathering area as part of the project. The outdoor pool is located on the southeast corner of the building, approximately 37 feet 7 inches from Loveridge Road and 246 feet 3 inches from the shared property line with the Ventana Rental Homes complex. The community gathering area is situated on the northeast corner of the building about 75 feet 6 inches from Loveridge Road and 267 feet 0 inches from the shared property line with the Ventana Rental Homes complex. Noise from guests using the pool and community area will radiate to the neighboring noise sensitive receptors at the Ventana Rental Homes complex. Pool and community area noise calculations are provided in Appendix E.

As typical with hotel pools and community areas, the occupancy of these spaces is not expected to be large at any given time. The Home 2 Suites drawing package shows 20 chairs in the pool area and 23 seats in the community space. Using the reference spectrum for a normal male and female voice as presented in Figures 1 and 2 in the Canadian National Research Council "Voice and Background Noise Levels Measured in Open Offices" document, and assuming 15 males and 15 females in the pool area all speaking at the same time, noise levels from the pool to the Ventana Rental Homes property line were calculated at 23 dB(A). Assuming 12 males and 11 females in the community space all speaking at the same time, noise levels from the community space to the Ventana Rental Homes property line were calculated at 22 dB(A).

Ambient noise levels at the shared property line between the Ventana Rental homes property and the project site are expected to be between 60-65 dB(A). Adding the noise levels generated from the pool and community areas to the expected ambient noise level would not increase the ambient noise level. Therefore, the impact of noise from the pool and community areas to the neighboring properties would be less than significant.

Short-term Construction Noise

Two types of short-term noise impacts could occur during construction from construction crew and material and equipment transport. The first type of noise is from construction crew commutes. Construction crew commutes would incrementally increase noise levels on access roads leading to the project site. This increased traffic could be made up of vehicles, medium trucks, and heavy trucks.

The construction of the project would involve a maximum of 29 construction worker vehicles and 11 vendor vehicles per day (40 vehicles total) traveling to and from the site. Assuming a worst-case of all worker and vendor vehicles entering or exiting the site at the same time, this would add 40 vehicles to the peak hour traffic volume on Loveridge Road. Adding 40 vehicles to the existing traffic on Loveridge Road represents a 4.7 percent increase in traffic volumes, which equates to a 0.19 increase in noise, which is a less than significant impact.

The second type of noise is from the construction activity itself. Construction activities would include site preparation, grading, building construction, paving, and architectural coating. Each construction stage has its own mix of equipment, and consequently, its own noise characteristics. The various construction operations would change the character of the noise generated at the project site and therefore, the noise level as construction progresses. The loudest stages of construction include the building construction and grading stages, as the noisiest construction equipment is typically earthmoving and grading equipment.

The construction of the Pittsburg Home 2 Suites project would be conducted in five stages and each stage will use different construction equipment. The main types of noise-producing equipment for each construction stage are shown in Table 3.13-8.

Table 3.13-8: Construction Stage Equipment

Construction Stage	Construction Equipment	
Site Preparation	• Grader	• Tractor

Construction Stage	Construction Equipment	
	• Scraper	• Haul Truck
Grading	• Grader • Rubber-Tired Dozer • Trencher	• Tractor • Front-End Loader • Haul Trucks (2)
Building Construction	• Crane • Generator • Welders (3)	• Forklifts (2) • Tractor • Haul Trucks (4)
Paving	• Paver • Paving Equipment • Rollers (2)	• Cement and Mortar Mixer • Tractor • Haul Trucks (2)
Architectural Coating	• Air Compressor	• Haul Truck

Table 3.13-9 lists the types of construction equipment and the maximum and average operational noise level as measured at 20 feet from the operating equipment. The 20-foot distance represents the approximate distance between the project construction edge and the closest noise-sensitive receptors within the Ventana Rental Homes complex.

Table 3.13-9: Summary of Federal Highway Administration Roadway Construction Noise Model

Construction Equipment Source at the Project Site	Distance to Nearest Sensitive Receptor	Sound Level at Receptor		
		Lmax, dB(A)	Acoustical Use Factor (%)	Leq, dB(A)
Crane	20 feet	88.5	16	80.6
Concrete Mixer Truck	20 feet	86.8	40	82.8
Compressor (air)	20 feet	85.6	40	81.6
Dozer	20 feet	89.6	40	85.6
Forklift[1]	20 feet	87.1	40	83.1
Front End Loader	20 feet	87.1	40	83.1
Generator	20 feet	88.6	50	85.6
Grader	20 feet	93.0	40	89.0
Haul Truck[2]	20 feet	84.4	40	80.4
Paver	20 feet	85.2	50	82.2
Roller	20 feet	88.0	20	81.0
Scraper	20 feet	91.5	40	87.6
Tractor	20 feet	92.0	40	88.0
Trencher	20 feet	88.3	50	85.3
Welder	20 feet	82.0	40	78.0

Notes:

1. The RCNM program does not have sound levels for a forklift. Therefore, the noise levels from a front-end loader were used in the analysis to simulate the forklift.

2. The RCNM program does not have sound levels for a haul truck. Therefore, the noise levels from a dump truck were used in the analysis to simulate the haul truck.

3. Source: Federal Highway Administration RCNM v1.1 2008

A worst-case condition for construction activity would assume all noise-generating equipment were operating at the same time and at the same distance from the closest noise-sensitive receptor. Using this assumption, the RCNM program calculated the following combined Leq and Lmax noise levels from each stage of construction as shown in Table 3.13-10:

Table 3.13-10: Calculated Noise Level from Each Construction Stage

Construction Phase	Distance to Closest Noise Sensitive Receptor, ft	Calculated Lmax, dB(A)	Calculated Leq, dB(A)
Site Preparation	20	97.2	93.2
Grading	20	98.0	94.1
Building Construction	20	97.5	93.3
Paving	20	96.6	92.1
Architectural Coating	20	88.1	84.1

Although noise levels from construction could fall into the “Unacceptable” range as defined in Figure 12-3 in the General Plan Pittsburg 2020 document, increases in noise levels from construction activities would be temporary and construction activities would follow the hours of construction as dictated by Policy 12-P-9 in the General Plan and Section 18.82.040 in the City of Pittsburg Municipal Code.

In addition to the hours restrictions on construction noise contained within the General Plan and the City of Pittsburg Municipal Code, the FTA offers construction mitigation measures listed in Step 5 within Section 7.1 “Construction Noise Assessment” in the 2018 FTA Transit Noise and Vibration Impact Assessment Manual. Some of the applicable measures are included in Mitigation Measure NOI-1.

In conclusion, construction noise would be short-term and intermittent. Furthermore, implementation of Mitigation Measure NOI-1 would follow the recommendations within the City’s General Plan, codes, and the 2018 FTA Transit Noise and Vibration Assessment Manual; therefore, impacts would be less than significant with mitigation incorporated.

Construction noise calculations are provided in Appendix E.

Level of Significance Before Mitigation

- Exterior Traffic Noise Levels: Less Than Significant Impact.
- Interior Noise Levels – Guestrooms: Less Than Significant Impact.

- Interior Noise Levels – Occupied Non-Guestroom Spaces: Less Than Significant Impact.
- Project Fixed-Source Noise: Less Than Significant Impact.
- Operational Noise: Less Than Significant Impact
- Construction Traffic: Less Than Significant Impact.
- Construction Activity: Potentially Significant Impact.

Mitigation Measures

MM NOI-1: **Construction Activity.** Implementation of the following multipart mitigation plan is required to reduce the potential construction period noise impacts.

- Follow the construction time restrictions as listed in Policy 12-P-9 in the General Plan Pittsburg 2020 document and Section 18.82.040 in the City of Pittsburg Municipal Code.
- Follow the construction noise mitigation measures listed in Step 5 within Section 7.1 "Construction Noise Assessment" in the FTA 2018 Transit Noise and Vibration Impact Assessment Manual document:

  "Design Considerations and Project Layout:

  - Construct noise barriers, such as temporary walls or piles of excavated material, between noisy activities and noise-sensitive receivers.
  - Re-route truck traffic away from residential streets, if possible. Select streets with fewest homes if no alternatives are available.
  - Site equipment on the construction lot as far away from noise-sensitive sites as possible.
  - Construct walled enclosures around especially noisy activities, or clusters of noisy equipment. For example, shields can be used around pavement breakers, loaded vinyl curtains can be draped under elevated structures.

  Sequence of Operations:

  - Combine noisy operations to occur in the same time period. The total noise level produced will not be significantly greater than the level produced if the operations were performed separately.
  - Avoid nighttime activities. Sensitivity to noise increases during the nighttime hours in residential neighborhoods.

  Alternative Construction Methods:

  - Use specially quieted equipment, such as quieted and enclosed air compressors, mufflers, on all engines."
- Post a construction site notice that includes the following information: job site address, permit number, name and phone number of the contractor and owner or owner's agent, hours of construction allowed by code or any discretionary approval for the Site, and City telephone numbers where violations can be reported. The notice shall be posted and maintained at the construction site prior to the start of construction and displayed in a location that is readily visible to the public and approved by the City.

Level of Significance After Mitigation

- Exterior Traffic Noise Levels: Less Than Significant Impact.
- Interior Noise Levels – Guestrooms: Less Than Significant Impact.
- Interior Noise Levels – Occupied Non-Guestroom Spaces: Less Than Significant Impact.
- Project Fixed-Source Noise: Less Than Significant Impact.
- Operational Noise: Less Than Significant Impact
- Construction Traffic: Less Than Significant Impact.
- Construction Activity: Less Than Significant Impact with Mitigation.

Impact NOI-2 Generation of excessive groundborne vibration or groundborne noise levels?

Impact Analysis

During construction of the proposed project, equipment such as trucks, bulldozers, and rollers may be used as close as 20 feet from the nearest sensitive receptors in the Ventana Rental Homes Complex. Equipment used during project construction could generate vibration levels between 0.0042 PPV and 0.29 PPV at 20 feet, as shown below in Table 3.13-11. The groundborne vibration levels for the large bulldozer, loaded trucks, and vibratory roller are expected to be at or above the FTA vibration threshold at which human annoyance could occur of 0.10 PPV. According to Table 3.13-3, the vibration levels from this equipment would be strongly perceptible. Even so, referencing Table 3.13-4, the construction vibration levels would not cause damage to existing buildings.

Table 3.13-11: Vibration Source Levels for Construction Equipment

Type of Equipment	Peak Particle Velocity at 25 Feet	Peak Particle Velocity at 20 Feet	Threshold at which Human Annoyance Could Occur	Potential for Proposed Project to Exceed Threshold
Vibratory roller	0.210	0.29	0.10	Yes
Large bulldozer	0.089	0.124	0.10	Yes
Loaded trucks	0.076	0.106	0.10	Yes
Small bulldozer	0.003	0.0042	0.10	None

Source: Federal Transit Administration Transit Noise and Vibration Impact Assessment Manual, September 2018

Construction activities would again be temporary in nature and would likely occur during normal daytime working hours. The FTA offers construction vibration mitigation measures listed in Step 5 within Section 7.2 “Construction Vibration Assessment” in the Transit Noise and Vibration Impact Assessment Manual document. The applicable measures in the FTA document are included in Mitigation Measure NOI-2.

Implementation of Mitigation Measure NOI-2 would follow the recommendations provided by the FTA; therefore, impacts would be less than significant with mitigation incorporated.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures

MM NOI-2: **Construction Vibration. Follow the construction vibration mitigation measures listed in Step 5 within** Section 7.2 “Construction Vibration Assessment” in the FTA 2018 Transit Noise and Vibration Impact Assessment Manual document**.**

“Design Considerations and Project Layout

- Route heavily loaded trucks away from residential streets. Select streets with the fewest homes if no alternatives are available.
- Operate earth-moving equipment on the construction lot as far away from vibration-sensitive sites as possible.

Sequence of Operations

- Phase demolition, earth-moving, and ground-impacting operations so as not to occur in the same time period. Unlike noise, the total vibration level produced could be substantially less when each vibration source operates separately.
- Avoid nighttime activities. Sensitivity to vibration increases during the nighttime hours in residential neighborhoods.

Alternate Construction Methods

- Avoid vibratory rollers and packers near sensitive areas.

Vibration Mitigation Plan

- Describe and commit to a mitigation plan that will be developed and implemented during the engineering and construction phase when the information available during the project development phase will not be sufficient to define specific construction vibration mitigation measures. The objective of the plan should be to minimize construction vibration damage using all reasonable and feasible means available. The plan should include the following components:
    - A procedure for establishing threshold and limiting vibration values for potentially affected structures, based on an assessment of each structure's ability to withstand the loads and displacements due to construction vibrations.
    - A commitment to develop a vibration monitoring plan during the engineering phase and to implement a compliance monitoring program during construction."

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact NOI-3	**For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?**

Impact Analysis
The proposed project is not located within the vicinity of a private airstrip or an airport land use plan. The closest airport to the project site is the Buchanan Field Airport 10 miles to the east. No private airstrips, or helipads are located within 2 miles of the project site. Therefore, the project would not expose people staying or working in the project area to excessive noise levels, and impacts would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

3.14 POPULATION AND HOUSING

	Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b)	Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

3.14.1 Environmental Setting

Pittsburg is located in Contra Costa County, one of the nine counties that make up the San Francisco Bay Area, which had a 2020 regional population of approximately 7.8 million people. According to the U.S. Census, the City had a population of 63,264 in 2010 (California Department of Finance 2020a). Since 2010, the City's population has increased by 13.79 percent to 74,321 people in 2020 (California Department of Finance 2020b). According to projections provided by the Association of Bay Area Governments, Pittsburg is estimated to grow to approximately 91,600 residents and 27,510 households by 2040 (City of Pittsburg 2001). The proposed project involves the development of a four-story hotel on 2.09 acres and does not include a residential component.

3.14.2 Methodology

The following evaluation of potential population, housing, and employment impacts associated with the proposed project was based on data obtained from the U.S. Census, the California Department of Finance, and applicable planning documents from the City. The following impact discussions consider the impacts of the proposed project related to employment, population, and housing in the City.

3.14.3 Environmental Impact Analysis

This section discusses potential impacts related to population and housing associated with the proposed project and provides mitigation measures where necessary.

Impact POP-1 Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Impact Analysis

The project site is located in the Loveridge Planning Subarea. The goals for this planning subarea in the General Plan include supporting the development and expansion of regionally oriented commercial activities within this area and maintaining industrial activities in appropriate, designated areas. The proposed project is seeking entitlements for General Plan amendment from land use designation Business Commercial to Community Commercial. The proposed project is seeking rezone from Industrial Park to Community Commercial. The City uses policy plans such as the General Plan to strategically plan for new growth within such areas.

The proposed project involves development of a four-story, 62,840-square-foot hotel building with up to 115 guest rooms, with associated parking, landscaping, and utilities. Project utilities (water, sewer, wastewater) would connect to City infrastructure in the immediate vicinity of the project site. The proposed project does not involve any residential development. The proposed project would require up to 15 workers during the peak construction phase. Construction activities are anticipated to occur over approximately 12 months. Construction of the proposed project would not affect the population of the City because the construction workforce is available from nearby areas. In addition, the project site is within commuting distance of the greater San Francisco Bay Area, so construction workers are not expected to relocate. Temporary construction activities are not expected to increase the demand for housing.

Operation of the proposed project would create new jobs and increase the demand for new employees. When construction is complete, operation of the proposed project would require up to five full-time employees. The unemployment rate in Contra Costa County was 7.9 percent in October 2020 (State of California Employment Development Department 2020); therefore, the proposed project's construction- and operation-related employment is expected to be absorbed by the regional labor force and would not attract new workers to the City. Based on an average of two guests per hotel room, the proposed project would generate up to 230 guests at maximum capacity; however, this use would not result in the provision of permanent housing because the hotel would only provide short-term stay for hotel guests. The proposed project would be consistent with the intent of the General Plan. Therefore, the proposed project would not directly or indirectly induce substantial unplanned population growth in an area; this impact would be less than significant.

Level of Significance Before Mitigation

Less Than Significant Impact.

Mitigation Measures

No mitigation is necessary.

Level of Significance After Mitigation

Less Than Significant Impact.

Impact POP-2 Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

Impact Analysis

The project site is currently vacant and does not contain any residential dwellings or residences onsite. Therefore, the proposed project would not result in the displacement of people or housing that would necessitate the construction of replacement housing elsewhere. No impact would occur.

Level of Significance Before Mitigation

No Impact.

Mitigation Measures

No mitigation is necessary.

Level of Significance After Mitigation

No Impact.

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3.15 PUBLIC SERVICES

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
Fire protection?	☐	☐	☒	☐
Police protection?	☐	☐	☒	☐
Schools?	☐	☐	☒	☐
Parks?	☐	☐	☒	☐
Other public facilities?	☐	☐	☒	☐

3.15.1 Environmental Setting

Fire Protection

The Contra Costa County Fire Protection District (CCCFPD) provides fire protection services to the Pittsburg Planning Area. The CCCFPD also maintains mutual-aid agreements with the East Diablo Fire Protection District, East Bay Regional Park District, California Department of Forestry, and private industrial companies located within the jurisdiction. The response time goal for the CCCFPD is to provide service within 5 minutes of notification (City of Pittsburg 2001). The CCCFPD responds to calls for fire alarms, medical alarms, structure fires, vegetation fires, vehicle accidents, emergency medical services, rescues, and other incidents and fires. According to the CCCFPD 2018 Annual Report, average response times throughout Contra Costa County ranged from 5 minutes and 35 seconds in the City of Richmond, central county, and east county, to 6 minutes and 29 seconds in west county (CCCFPD 2018). Of the three fire stations in Pittsburg, Station #87, located at 2331 Loveridge Road is 0.28 mile south of the project site and is the nearest fire station to the project site.

Police Protection

The Pittsburg Police Department provides law enforcement services to the City. The Pittsburg Police Department employs 85 police officers and 9 community service specialists. The Pittsburg Police Department Patrol Division is operating 24 hours a day, 7 days a week, and has more than 35 officers assigned to one of five beats, to provide equal police coverage to the entire city. The Police Department

includes the Patrol Division, Traffic Division, Investigations Division, SWAT/Crisis Negotiation Team, Canine Team, School Resource Officers, Bike Patrol Team, Marine Unit, Mental Health Eval Team/Community Response Team, Property and Evidence Division, Records Division, Code Enforcement Division, Chaplaincy Division, Recruiting, and Training. In 2018, the Pittsburg Police Department responded to 80,133 calls for service; response time data for the police department was unavailable (Pittsburg Police Department 2019). According to Policy 10-P-39 of the General Plan, the goal is to maintain a ratio of 1.8 sworn police offers per 1,000 residents (City of Pittsburg 2001). As discussed in Section 3.14, Population and Housing, the City's 2020 population was approximately 74,321; therefore, the target would be 133 police officers in the City. As there are 85 police officers in the Pittsburg Police Department, there is shortfall of the goal of 1.8 sworn police officers per 1,000 residents. The City of Pittsburg Police Department is located at 65 Civic Avenue, 1.23 miles northwest of the project site.

Schools

The following three school districts serve students in the City: Pittsburg Unified School District, Antioch Unified School District, and Mt. Diablo Unified School District. The project site is located within the Pittsburg Unified School District. The nearest school is Martin Luther King, Jr. Junior High School, located 0.20 mile north of the project.

Parks

The City's Parks and Recreation Department owns and operates 11 community parks, 11 neighborhood parks, 3 linear parks, and 1 special facility, totaling approximately 322 acres (City of Pittsburg 2020). Other open spaces, managed by East Bay Regional Park District, located within the City limits are Diamond Mines Regional Preserve and Browns Island Regional Shoreline. Additionally, the regional Delta De Anza Trail runs 34.8 miles along the East Bay Municipal Utility District right-of-way through Pittsburg. The nearest park to the project site is Central Park, an approximately 8-acre community park located 0.62 mile to the north.

Other Facilities

The Contra Costa County Library operates and maintains the public library system in Contra Costa County, and there are 26 community library locations throughout the county (Contra Costa County Library 2019). Pittsburg Library is located 1.17 miles northwest of the project site.

3.15.2 Methodology

The following analysis is based on a review of documents pertaining to the project site, including the Public Facilities Element of the General Plan, Open Space, Youth and Recreation Element of the General Plan, the General Plan EIR and, the Municipal Code.

3.15.3 Environmental Impact Analysis

This section discusses potential impacts on public services associated with the proposed project and provides mitigation measures where necessary.

Impact PUB-1	**Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:** **Fire protection?** **Police protection?** **Schools?** **Parks?** **Other public facilities?**

Impact Analysis

Fire Protection

The proposed project does not involve a residential component. However, the proposed project would require up to 15 workers during the peak construction phase. When construction is complete, operation of the proposed project would require up to five full-time employees. In addition, based on an average of two guests per hotel room, the proposed project would generate up to 230 guests at maximum capacity. Overall, implementation of the project would result in an increased demand for fire protection services at the project site. As described in Section 3.14, Population and Housing, the proposed project would not affect the population of the City because the proposed project's construction- and operation-related employment is expected to be absorbed by the regional labor force and would not attract new workers to the City.

The CCCFPD sent a letter on October 30, 2020, discussing their review of the land use permit application provided by the applicant. The applicant would address all requirements outlined in this letter for CCCFPD approval. Additionally, the proposed project would comply with the California Fire Code and include site-specific design features such as ensuring adequate emergency access to the project site and requiring structures to be built with approved building materials. Conformance with the California Fire Code would reduce risks associated with fire hazards. The two 26-foot-wide driveways at the northeast and southeast ends of the project site on Loveridge Road would provide access in case of an emergency. During construction, equipment and materials would be stored onsite. Construction activities are anticipated to be confined to the project site, and no road closures or detours are anticipated; therefore, emergency service and access to the surrounding area would be maintained. As such, construction and operation of the proposed project would not create significant fire hazards that would substantially increase the need for fire protection services and would not require the construction of new or expanded facilities to meet any increased need.

Per the Municipal Code, the applicant would be conditioned to annex the property into the existing Fire Protection and Emergency Services Community Facilities District to offset the additional service demands associated with the proposed project.

The project site is currently designated Business Commercial by the General Plan. The proposed project is seeking entitlements for General Plan amendment from land use designation Business Commercial to Community Commercial. The proposed project would be consistent with the new Community Commercial designation. Therefore, the impact to fire protection services would be less than significant.

Police Protection

Law enforcement services for the project site are provided by the Pittsburg Police Department. The proposed project does not include a residential use that would induce population growth. The proposed project would require up to 15 workers during the peak construction phase. Operation of the proposed project would require up to five full-time employees; however, as described in Section 3.14, Population and Housing, the proposed project would not affect the population of the City because the project's construction- and operation-related employment is expected to be absorbed by the regional labor force and would not attract new workers to the City and would not impact the ratio of police officers for residents. The project site is currently designated Business Commercial by the General Plan. The proposed project is seeking entitlements for General Plan amendment from land use designation Business Commercial to Community Commercial. The proposed project would be consistent with the new Community Commercial designation. The project site is within the City's Industrial Park zoning district. The proposed project is seeking rezone from Industrial Park to Community Commercial. Hotels are an allowed use in Community Commercial zones according to the City Zoning Code with a required overlay district as part of the rezone to allow for increased FAR CUP. Because the proposed project would be consistent with the land use and zoning designations and would not directly induce any population growth, the proposed project would be consistent with the City's buildout plan and would not create the need for new or physically altered governmental facilities, and the proposed project would not affect Pittsburg Police Department response time goals. The Applicant would be conditioned to annex the property into the existing Fire Protection and Emergency Services Community Facilities District to offset the additional service demands associated with the proposed project. In addition, the proposed project would be consistent with the intent of the General Plan and no other police services would be required to ensure adequate police staffing levels for the proposed project. Therefore, the impact to police protection services would be less than significant.

Schools

The proposed project does not include a residential use that would induce population growth or increase student enrollment. Construction of the proposed project would require up to 15 workers during the peak construction phase. The construction workforce would be available from nearby areas and is not expected to cause new permanent relocation to the City. Therefore, impacts to schools would be less than significant.

Parks

The proposed project does not include a residential component that would induce population growth in the project site. Construction of the proposed project would require up to 15 workers during the peak construction phase. The construction workforce could use the nearby parks; however, such use would not be substantial because they would be working in the area temporarily. Therefore, impacts to parks and recreation would be less than significant.

Other Public Facilities

The proposed project would not include a residential component that would induce population growth in the project site. Construction of the proposed project would require up to 15 workers during the peak construction phase. The construction workforce could use nearby public facilities, including public libraries. However, such use would not be substantial because they would be working in the area temporarily. Therefore, impacts to other public facilities would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

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3.16 RECREATION

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

3.16.1 Environmental Setting

The City's Parks and Recreation Department owns and operates 11 community parks, 11 neighborhood parks, 3 linear parks, and 1 special facility totaling approximately 322 acres (City of Pittsburg 2020). Other open spaces, managed by East Bay Regional Park District, located within the City limits are Diamond Mines Regional Preserve and Browns Island Regional Shoreline. Additionally, the regional Delta De Anza Trail runs approximately 34.8 miles along the East Bay Municipal Utility District right-of-way through Pittsburg. The nearest park to the project site is Central Park, an approximately 8-acre community park located 0.62 mile to the north.

3.16.2 Methodology

The following analysis is based on a review of the Open Space, Youth and Recreation Element of the General Plan and City parks website.

3.16.3 Environmental Impact Analysis

This section discusses potential impacts to recreation associated with the proposed project and provides mitigation measures where necessary.

Impact REC-1 Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Impact Analysis

The proposed project would involve the development of a four-story hotel with 115 guest rooms and other onsite guest amenity areas such as a swimming pool, fitness room, and dining/community gathering room. The proposed project does not include a residential component that would permanently increase the City's residential population. Construction of the proposed project would require up to 15 workers

during the peak construction phase. The construction workforce could use the nearby parks; however, such use would not be substantial because they would be working in the area temporarily. The proposed project would require up to five full-time employees and is expected to temporarily generate up to 230 hotel guests at maximum capacity. It is expected employees would already reside in or near the City and would not substantially increase the use of nearby recreation facilities. The proposed project would also provide onsite guest amenity areas, which would reduce use of existing parks and recreation facilities. Hotel visitors may use public parks and recreational facilities in the project site; however, increased usage of these facilities is not expected to cause substantial deterioration of existing facilities or the need for new or expanded facilities. Further, according to the General Plan, the City's park standard is 5 acres per 1,000 residents; and with consideration of proposed parks and the linear park facilities, the City's parkland total is approximately 322 acres or 4.5 acres of parks per 1000 residents in 2020. The ratio would remain 4.5 acres per 1,000 residents after development of the proposed hotel. Therefore, the project would not alter demand for parks. Impacts related to recreation facilities would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact REC-2	**Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?**

Impact Analysis
The proposed project would involve the development of a four-story hotel that would include 115 guest rooms and other onsite guest amenity areas such as an outdoor swimming pool, fitness room, and dining/community gathering room. The scope of the proposed project does not include the construction or expansion of recreational facilities. Therefore, the proposed project would not result in an adverse physical effect on the environment related to recreation facilities and no impacts would occur.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

3.17 TRANSPORTATION

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	☐	☒	☐
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d) Result in inadequate emergency access?	☐	☐	☐	☒

3.17.1 Environmental Setting

The project is located in southeast Pittsburg near the intersection of SR 4 and Loveridge Road. Specifically, the project site is by SR 4 to the north, Loveridge Road to the east, and E Leland Road to the south. Regional access is provided by SR 4 and access to the project site would be made by existing local arterials. The site plan and roadways that provide regional and local access are shown in Figure 3.17-1.

E Leland Road is classified a four-lane major arterial in the General Plan. E Leland Road connects to Loveridge Road just south of the project site before continuing east into the City of Antioch. The segment of Leland Road near the project site is fully built out per the General Plan.

Loveridge Road is classified as a four-lane major arterial in the General Plan and would provide primary access to/from the project site. To the north, Loveridge Road connects with SR 4 and continues until it reaches the Northeast River planning subarea. The segment of Loveridge Road near the project site is fully built out per the General Plan.

SR 4 is an east-west highway maintained by Caltrans. SR 4 begins in Hercules and continues through Contra Costa County and beyond. It terminates at SR 89 near the California-Nevada border. Access to SR 4 is provided by ramps accessible to/from Loveridge Road north of the project site.

The project does not propose to amend or adjust the roadway classifications or roadway network as currently shown in the General Plan.

Transit and Rail Services

Bus transit service near the project is operated by Tri Delta Transit. Seven bus routes accessible via 15 transit stops are within 0.5 mile (i.e., walking distance) of the project site.

Tri Delta Transit routes 381, 387, 388, 390, 391, 392, and 394 serve the vicinity of the project site. Route 381 provides service from the Downtown Planning Subarea to Los Medanos College. Routes 387, 390, 392 (weekends only), and 394 (weekends only) are primarily east-west routes that travel between the Antioch and Pittsburg-Bay Point Bay Area Rapid Transit (BART) stations. Route 388 provides service from the Pittsburg-Bay Point BART station to the Kaiser Antioch Medical Center. Lastly, route 391 serves transit stops from the Brentwood Park and Ride to the Pittsburg Center Station. The routes and bus stops discussed here are shown in Figure 3.17-2.

The Pittsburg Center BART station opened in 2018 and is located approximately 1 mile west of the project site.

The project would not block, remove, or create barriers for transit utilization.

Bicycle and Pedestrian Facilities

There are existing bicycle facilities in the vicinity of the project site. Bicycle facilities near the project site, as shown in the General Plan, are fully built out.

Bicycle facilities near the project site include the following types of facilities as defined in the General Plan:

- **Class I bike path:** paved off-street path with motor vehicle use prohibited
- **Class II bicycle lane:** on-street designated bike lane with through-travel by motor vehicle prohibited

Existing bicycle facilities include a Class II bicycle lane along Loveridge Road, adjacent to the project site. There is also an existing Class II bicycle lane south of the project site along E Leland Road. There is a Class I bike path just south of E Leland Road that runs perpendicular to Loveridge Road.

City planning documents such as the Pittsburg Moves Active Transportation Plan (2020) identify future bicycle facility improvements near the project site that would create a network for non-motorized modes of transportation. The improvements would include converting the existing Class II facility to a future Class IV separated bikeway (on-street bicycle lane with a physical barrier to prevent motor vehicle access) along Loveridge Road and a future Class II buffered bike lane (on-street designated bike lane with additional buffer space and through-travel by motor vehicle prohibited) along E Leland Road, both adjacent to the project site. The bicycle facilities discussed here are shown in Figure 3.17-3.

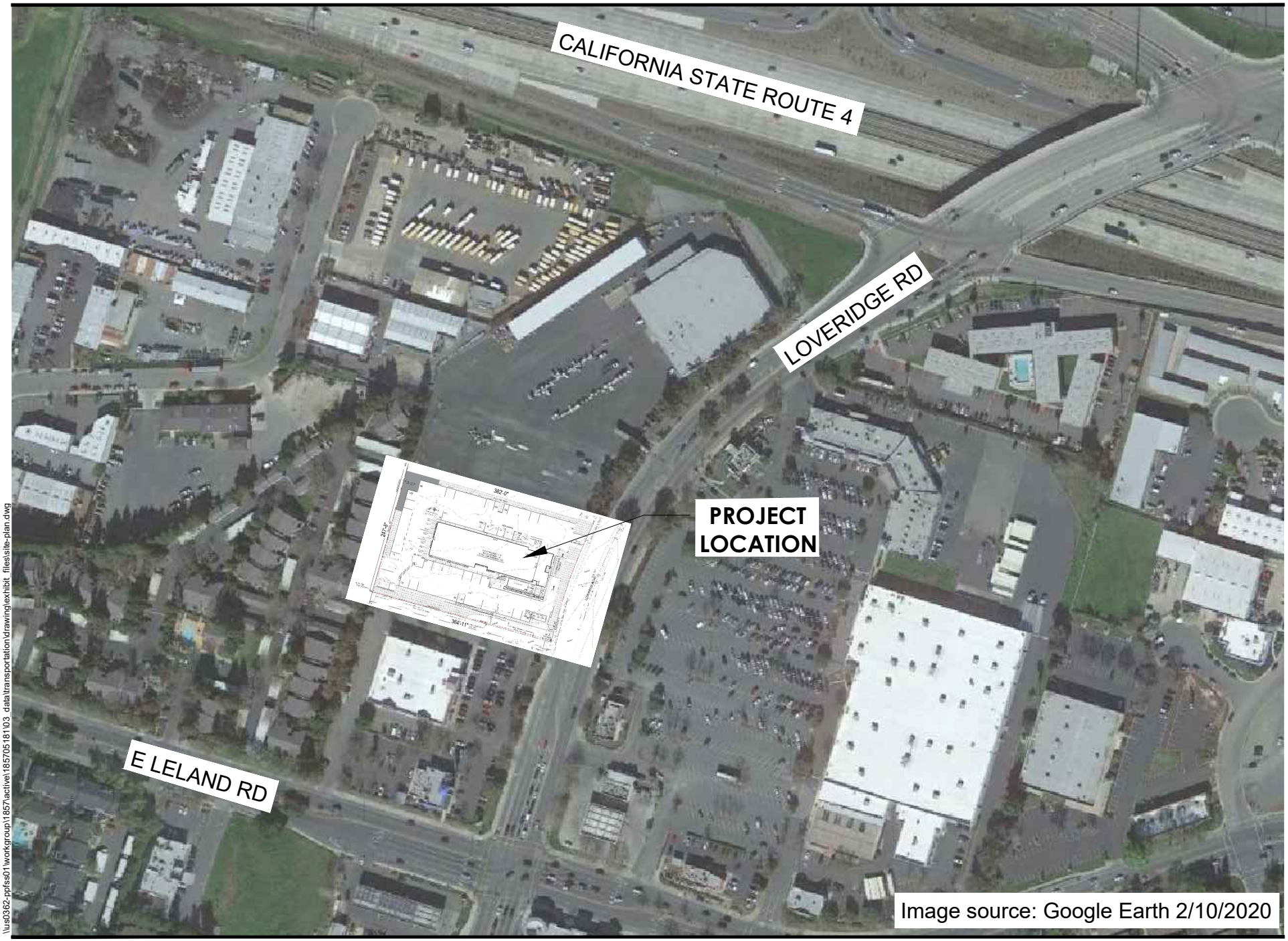

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Figure 3.17-1

Project Site Regional and Local Access

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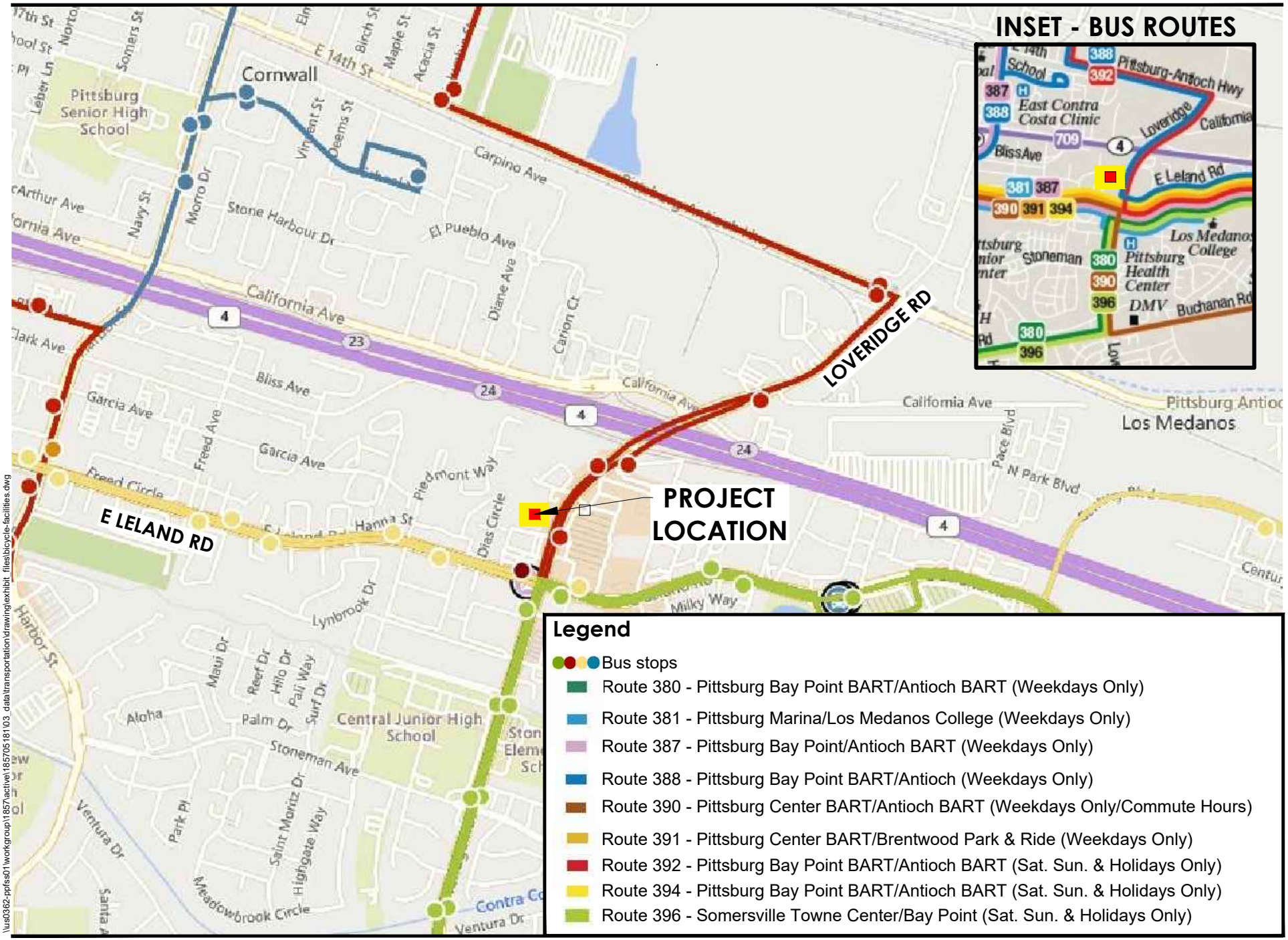

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Source: Tri Delta Transit

Figure 3.17-2

Tri Delta Transit Bus Stops and Bus Routes

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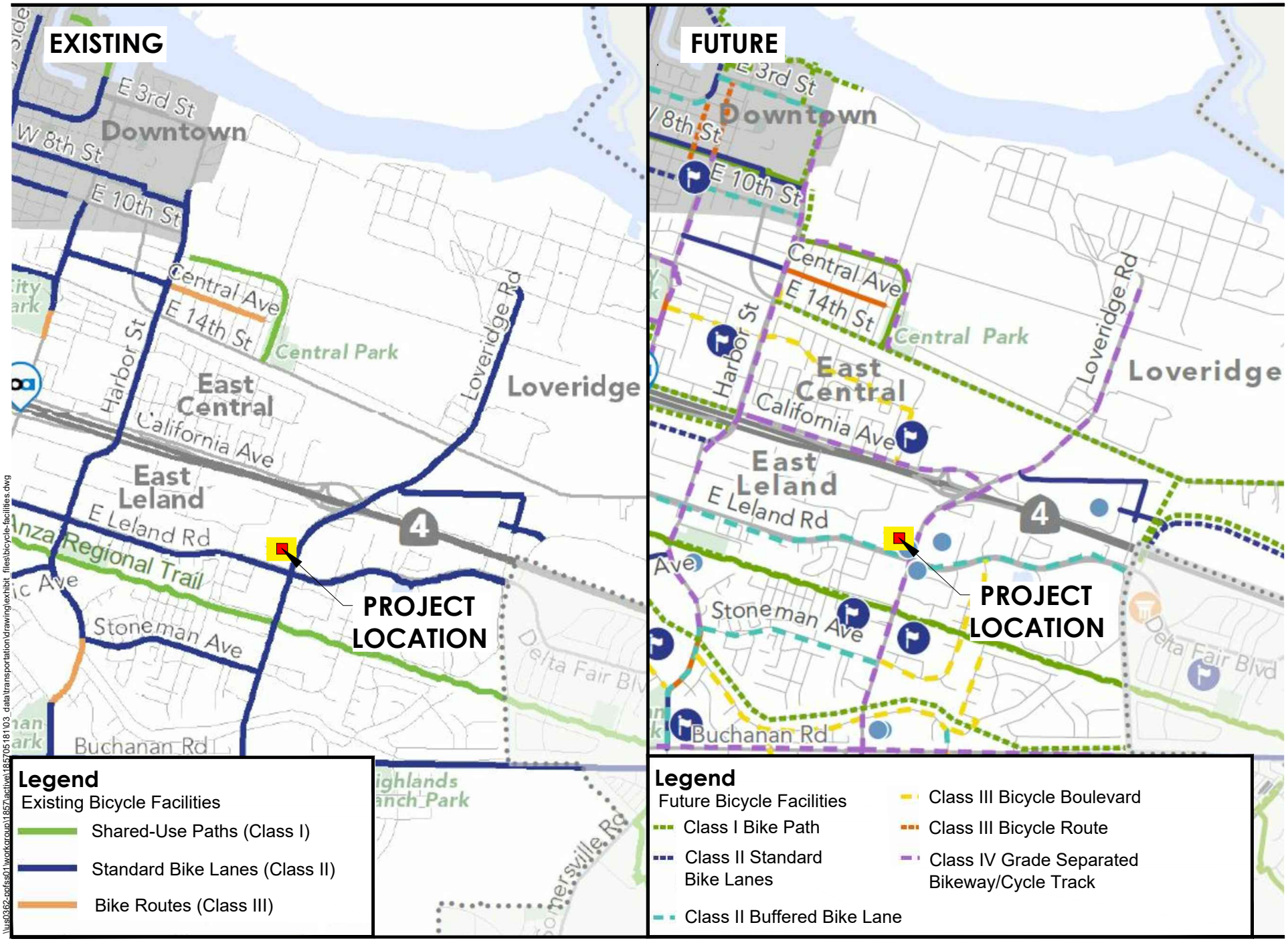

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Source: Pittsburg Moves Active Transportation Plan

Figure 3.17-3

Existing and Future Bicycle Facilities

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Existing sidewalks facilitate pedestrian movements. There are existing sidewalks adjacent to the project site along Loveridge Road, and these facilities, along with pedestrian crosswalks at both the northerly and southerly adjacent intersections, provide access to a nearby shopping center approximately 100 feet east of the project site. Sidewalks also provide pedestrian access to several transit stops, including one directly adjacent to the project site.

The Pittsburg Moves Active Transportation Plan also identifies a proposed controlled crosswalk enhancement at Loveridge Road and the SR 4 ramps to improve pedestrian safety near the project site.

The project would construct sidewalk improvements for pedestrian access along Loveridge Road and throughout the project site. The project would not block, remove, or create barriers for pedestrians or bicyclists.

RTP/SCS and General Plan Consistency

The Plan Bay Area 2040 is the long-range Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS) for the nine-county San Francisco Bay Area. The RTP/SCS is prepared by the Metropolitan Transportation Commission and the Association of Bay Area Governments (ABAG) to guide the development of mass transit, highway, airport, seaport, railroad, bicycle, and pedestrian facilities.

Per California state and federal law, the RTP/SCS is to be updated at least every 4 years to reflect changes to funding opportunities and respond to growth. Plan Bay Area 2050, an update to the RTP/SCS, is currently in progress. The preparation of the Final Bay Area 2040 RTP/SCS included an extensive public outreach program where members of the public and member agencies were engaged to provide input to the RTP/SCS. In addition, an environmental impact report was prepared and certified and the comment period allowed for members of the public and member agencies to review and comment on the RTP/SCS assumptions.

The City is within the ABAG planning area and the General Plan assumptions would have been considered and included in the RTP/SCS. Specifically, the RTP/SCS utilizes local jurisdictions' forecasted socioeconomic demographic growth (e.g., growth in population, housing, and employment). The project would amend the General Plan designation for the parcel from Business Commercial to Community Commercial. The parcel would remain a non-residential employment use and, given the size of the hotel, would not increase citywide employment forecasts when compared to a general office use. Therefore, the project would be consistent with the General Plan forecasts and would be consistent with the RTP/SCS.

Listed below are relevant policies and from the General Plan:

- **Policy 2-P-6.** Ensure provision of community amenities within planned development projects, including parks and recreation facilities, streetscaping and pedestrian paths, transit facilities, parking areas, and public safety facilities. Ensure construction of amenities at a time that is in balance with the needs of the development.
- **Policy 7-P-2.** Use the adopted Regional and Local Transportation Impact Mitigation Fee ordinances to ensure that all new development pays an equitable pro-rata share of the cost of transportation

improvements. Review the Traffic Impact Mitigation Fee schedule annually and update every 5 years at a minimum.

- **Policy 7-P-3.** Review and update the City's Engineering Design Standards for each functional roadway classification.
- **Policy 7-P-4.** Require that all traffic studies be conducted by professional transportation consultants selected by the Planning and Building and Engineering Departments, with the City acting as the lead agency. Ensure that all costs associated with the traffic study are paid by the applicant.
- **Policy 7-P-5.** Apply for federal Congestion Mitigation Air Quality grant funding, designed to improve air quality through roadway improvement projects.
- **Policy 7-P-11.** Maximize the carrying capacity of arterial roadways by controlling the number of intersections and driveways, minimizing residential access, implementing Transportation Systems Management measures, and requiring sufficient on-site parking to meet the needs of each project.
- **Policy 7-P-15.** Support Caltrans' planned improvements to the Railroad Avenue and Loveridge Road interchanges in conjunction with SR 4 widening projects. Work with federal, state, and regional authorities to ensure timely completion of these projects needed to adequately serve local circulation needs.

Listed below are relevant policies and from the Pittsburg Moves Active Transportation Plan Final Draft:

- **Goal 1, Policy 2.** Utilize Contra Costa Transit Authority's (CCTA's) VMT Analysis Methodology for Land Use Projects in Contra Costa for evaluating VMT impacts.
- **Goal 1, Policy 5.** As part of design review, require bicycle amenities such as short- and long-term bicycle parking, bicycle repair stations, showers, and changing rooms with personal effects lockers when appropriate.
- **Goal 1, Policy 6.** Ensure that parking areas are designed to facilitate safe bicycle pedestrian access between parking spaces, sidewalks, and building entrances.

Project Construction

The project would result in temporary construction activity with no ongoing operational changes to traffic generation or traffic patterns. A discussion on the project's construction is provided in Section 2.3.

3.17.2 Methodology

Senate Bill (SB 743) and Vehicle Miles Traveled

Originally signed by the Governor in 2013, SB 743 requires the Governor's Office of Planning and Research (OPR) to identify new metrics for the identification of transportation-related impacts within CEQA. On December 28, 2018, regulatory changes to the CEQA Guidelines that implement SB 743 were

approved, establishing VMT as the new metric for transportation analysis. Within CEQA, a project's effect on vehicle delay shall not constitute a significant transportation impact (Section 15064.3(a)). Thresholds for determining a project's significant transportation impact shall be pursuant to section 15064.3 of the state CEQA Guidelines. OPR released a Technical Advisory that contains recommendations for assessing VMT, thresholds of significance, and mitigation measures. On July 1, 2020, statewide implementation occurred.

In response to the change, the City has elected to utilize CCTA draft methodology for the interim. CCTA's draft methodology is outlined in CCTA's Draft VMT Analysis Methodology for Land Use projects in Contra Costa Technical Memorandum, July 9, 2020. This preference is noted in the 2020 Pittsburg Moves Active Transportation Plan. At the time of this analysis, CCTA has not finalized their VMT Analysis Methodology and is in the process of publishing additional resources, materials, and guidelines (i.e., screening criteria and significance thresholds) for local agencies to utilize. Therefore, this VMT analysis has been prepared in accordance with CCTA's draft methodology, OPR's Technical Advisory, and through consultation with CCTA staff. In February 2021, Stantec obtained year 2020 VMT statistics for the project area, average VMT baselines, and corresponding significance thresholds that would be associated with the upcoming CCTA VMT guidance.

CCTA draft VMT Methodology established screening criteria to screen projects from a full project-level assessment, consistent with OPR's Technical Advisory recommendations. The screening criteria considers a project's location in a transit priority area, a project's location in a low VMT area, a project's type, and a project's size. If a project meets one of the screening criteria, the project is presumed to have a less than significant impact on transportation and a full VMT analysis is not required. This screening criteria is summarized in Table 3.17-1.

Table 3.17-1: Screening Criteria

Category	Criteria/Screening	Threshold	Does Project Meet Criteria?
Transit Priority Area (TPA) Screening	Projects within 0.5 mile of a major transit stop or a stop located along a high-quality transit corridor generally reduce VMT and therefore can be screened out from completing a full VMT analysis.	If the project is within 0.5 mile of a major or high-quality transit stop/corridor, the project is assumed to have a less than significant impact. The project should generally also meet the following criteria: • FAR >= 0.75 • Not provide more parking than required by County • Be consistent with the regional SCS • Not replace existing affordable units with a smaller number of moderate to high-income units	No
Low VMT Area Screening	Residential and employment-generating projects within a low-VMT generating area of the city may be presumed to have a less than significant impact, can be screened out from completing a full VMT analysis.	For employment-generating projects: Cities and unincorporated portions of CCTA's five subregions that have existing home-work VMT per worker that is 85% or less of the existing regional average.	No

Category	Criteria/Screening	Threshold	Does Project Meet Criteria?
Small Projects	Small projects can be presumed to cause a less-than-significant VMT impact.	A project is considered to be a small project if it meets one or more of the following criteria: • Project has 10,000 square feet or less of non-residential space or 20 residential units or less • Project generates less than 834 VMT per day	No
Local-Serving Uses	Projects that consist of Local-Serving Uses can generally be presumed to have less-than-significant impact absent substantial evidence to the contrary.	A local-serving project without substantial evidence of a significant impact. Per CCTA's draft methodology, projects that would primarily draw users and customers from a relatively small geographic area that would lead to short-distance trips and trips that are linked to other destinations.	Yes

Source:
Contra Costa Transportation Authority. Technical Memorandum VMT Analysis Methodology for Land Use Projects in Contra Costa, GMTF Review Draft. July 9, 2020.
Governor's Office of Planning and Research. State of California. Technical Advisory on Evaluating Transportation Impacts in CEQA. December 2018.

Transit Priority Area (TPA) Screening: The project is not located in a TPA. While the site is serviced by four bus routes and has up to 15 bus stops within a 0.5-mile walk, the existing bus headways are greater than 15 minutes and would therefore not meet the criteria.

Low VMT Area Screening: VMT statistics were obtained from CCTA. Based on correspondence with CCTA staff, CCTA states that for screening purposes, developments may assume the project's VMT output would be similar in nature to the existing Citywide VMT per worker. The threshold for screening projects out from further VMT analysis is VMT per employee at 15 percent below the regional average (i.e., Bay Area region VMT per worker), in other words, 85 percent of the regional average. The Citywide VMT per worker is 13.6. The average Bay Area region VMT per worker is 15.6. When a 15 percent reduction is applied to the average Bay Area VMT per worker, the significance threshold is 13.2 VMT per worker. Since the Citywide VMT per worker of 13.6 is greater than regional VMT per worker of 13.2, the project is not considered to be in a low VMT area and does not meet the low VMT area screening criteria.

Small Projects Screening: The project is greater than 10,000 square feet of non-residential space and would therefore generate more VMT than CCTA's recommended threshold. OPR's Technical Advisory utilizes a threshold of 110 daily trips for small projects. Table 3.17-2 summarizes the project's estimated trip generation.

As shown in Table 3.17-2, the project would generate approximately 513 daily trips, which is greater than OPR's Technical Advisory threshold of 110 daily trips. Therefore, the project does not meet the small project screening criteria.

Table 3.17-2: Project Trip Generation

Category	Amount	Units	AM Peak Hour			PM Peak Hour			ADT
			In	Out	Total	In	Out	Total	
Trip Rates									
All Suites Hotel	--	Rooms	0.18	0.16	0.34	0.17	0.19	0.36	4.46
Trip Generation									
All Suites Hotel	115	Rooms	21	18	39	20	22	42	513
Total			**21**	**18**	**39**	**20**	**22**	**42**	**513**

Notes: Institute of Transportation Engineers Trip Generation Handbook 10th Edition, Land Use Code 311.

Local Serving Use: The project would be a local-serving use as discussed in Section 3.17.3. Note that a hotel use is not directly addressed in OPR's Technical Advisory or CCTA's Draft Methodology; therefore, multiple methodologies were considered to determine the appropriate criteria, metrics, and thresholds appropriate for this analysis. Several agencies throughout California have adopted a hotel use (a non-destination hotel) as a local-serving use. CCTA staff was consulted and provided guidance on different methodologies, one of which is the hotel being a local-serving use.

3.17.3 Environmental Impact Analysis

This section discusses potential impacts to recreation associated with the proposed project and provides mitigation measures where necessary.

Impact TRANS-1 Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?

Impact Analysis
The project does not conflict with the General Plan, any program plan, ordinance, or policy addressing the circulation system. The project does not propose to amend or adjust roadway classifications, roadway network, transit routes, or bicycle network as identified under the environmental setting (i.e., existing conditions) and future conditions as identified in the General Plan.

The project would enhance the pedestrian experience along Loveridge Road and throughout the project site with new curbs, gutters, sidewalks, signing, lighting, and striping.

During construction, existing bicycle facilities in the project area would not be affected by project-related construction activity except for limited circumstances. Therefore, the project construction would not cause a conflict with a program plan, ordinance, or policy related to the circulation system, including transit, roadway, bicycle, and pedestrian facilities and the project would have a less than significant impact.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact TRANS-2	**Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?**

Impact Analysis
The project's VMT was evaluated using the screening criteria per CCTA's draft methodology and the project meets the criteria of a local-serving use.

To determine if the project is a local-serving use, the following project characteristics are considered:

- The project's location (i.e., infill versus outskirt development)
- Type of hotel and reason for guest stay (i.e., general hotel, all-suites hotel, resort hotel, etc.)
- The availability of similar hotel facilities within the City
- The surrounding land uses (i.e., walkable to dining, shopping, employment, etc.)

Project Location

The project site is currently vacant with developed parcels immediately north, south, east, and west of the site. The majority of land within a 1-mile radius is developed. Therefore, the project can be categorized as an infill development. Generally, infill projects are anticipated to lead to short-distance trips and reduced VMT in comparison to developments on the outskirt of the City due to its high accessibility to other destinations. Therefore, the project location is consistent with the characteristics of a local-serving use as described in CCTA's screening criteria.

Hotel Type and Reason for Guest Visit

Hotels are typically categorized by the room type, amenities provided, and common reason for guest stay. The ITE Trip Generation Handbook utilizes categories such as a general hotel, business hotel, all-suites hotel, resort hotel, and motel. The general hotel category includes facilities such as restaurants, cocktail lounges, meeting and banquet/convention facilities, recreational facilities, and retail/service shops. An all-suites hotel typically includes a restaurant and lounge, small meeting space, and rooms include a sitting room separate from the bedroom. A business hotel is aimed at the business traveler but also accommodates recreational travelers and includes breakfast buffets, provides fewer supporting facilities in comparison to hotels and suite hotels, and are usually smaller in size. A motel often includes a restaurant and does not provide supporting facilities. Lastly a resort hotel includes restaurants, cocktail lounges, retail shops, and guest services and caters to tourist and vacation industry by providing a wide variety of amenities and programs. Based on the descriptions provided from the ITE Trip Generation Handbook, the project is best characterized as an all-suites hotel with hotel guests that are typically in

town to visit family, business, or on their way to another destination. The project would generate a small/negligible amount of employee trips but is not anticipated to generate guest trips as a unique destination of its own. Rather, the hotel would serve as a convenient place to stay while in town and trips can be presumed to remain short-distance trips and trips that are linked to other destinations. Therefore, the project hotel type and reason for guests' visits would meet the characteristics of a local-serving use as described in CCTA's screening criteria.

Hotel Availability

The City currently has one hotel (Hampton Inn & Suites) and three motels in the vicinity of the project site. The existing hotel is located approximately 0.5 mile north of the proposed project site, demonstrating an existing need/demand for local hotel facilities in the area. If the existing hotel is fully occupied, the nearest comparable hotels are located in the City of Antioch, approximately 2 miles east from the project site (see Figure 3.17-4 for locations). The project would provide a place for visitors to stay in the City, reducing the length of travel when compared to the distance if required to stay at a hotel in the City of Antioch. Therefore, based on the availability of comparable hotels in the area, the project meets the characteristics of a local-serving use as described in CCTA's screening criteria.

Surrounding Land Uses

The project site is located in an ideal location with easy (walking) access to dining, shopping, and business. North of the site are industrial/employment uses. West of the site are high-density residential and industrial/employment uses. South of the site are high-density residential apartments, commercial businesses, and a restaurant. East of the site is a large commercial center anchored with a Walmart store and numerous dining, retail, and service shops. Guests staying at the hotel would be able to easily walk to these destinations, reducing VMT when compared to a hotel that does not have these surrounding land uses. Therefore, based on the surrounding land uses, the project meets the characteristics of a local-serving use as described in CCTA's screening criteria.

Conclusion

The project meets the screening criteria for a local-serving use. The project location, hotel type, availability of comparable hotels in the City, and surrounding walkable land uses is anticipated to reduce vehicle trip lengths and could replace vehicle trips with walking trips. Therefore, the project meets the characteristics of a local-serving use as described in CCTA's screening criteria and is presumed to have a less than significant impact on VMT. Since the project would have a less than significant impact at the project level, the project would have a less than significant impact at the cumulative level per CCTA's draft methodology and OPR's Technical Advisory.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact TRANS-3	**Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?**

The project would not substantially increase hazards due to a geometric design feature or incompatible uses. The project would construct two 26-foot-wide site access driveways along the northeast and southeast ends of the project site. The northerly driveway would connect directly to Loveridge Road, and the southerly driveway would connect to an existing driveway with direct access to Loveridge Road. Vehicles would be able to enter and exit the project from either driveway. The project would construct these site access driveways in accordance with City design standards. Driveway designs are to be reviewed and approved by the City Engineering Division. Final construction is also dependent upon inspection and approval by the City Engineering Division.

During construction, traffic management plans would be implemented to ensure the safety of roadway users accessing Loveridge Road. The project would comply with the City's Traffic Control Plan Requirements for work area traffic control for work performed in the City's right-of-way.

There would be no incompatible uses introduced to the project area that could cause vehicle conflicts (e.g., farm equipment). Therefore, the project would not substantially increase hazards due to a geometric design feature or incompatible uses, and the impacts would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

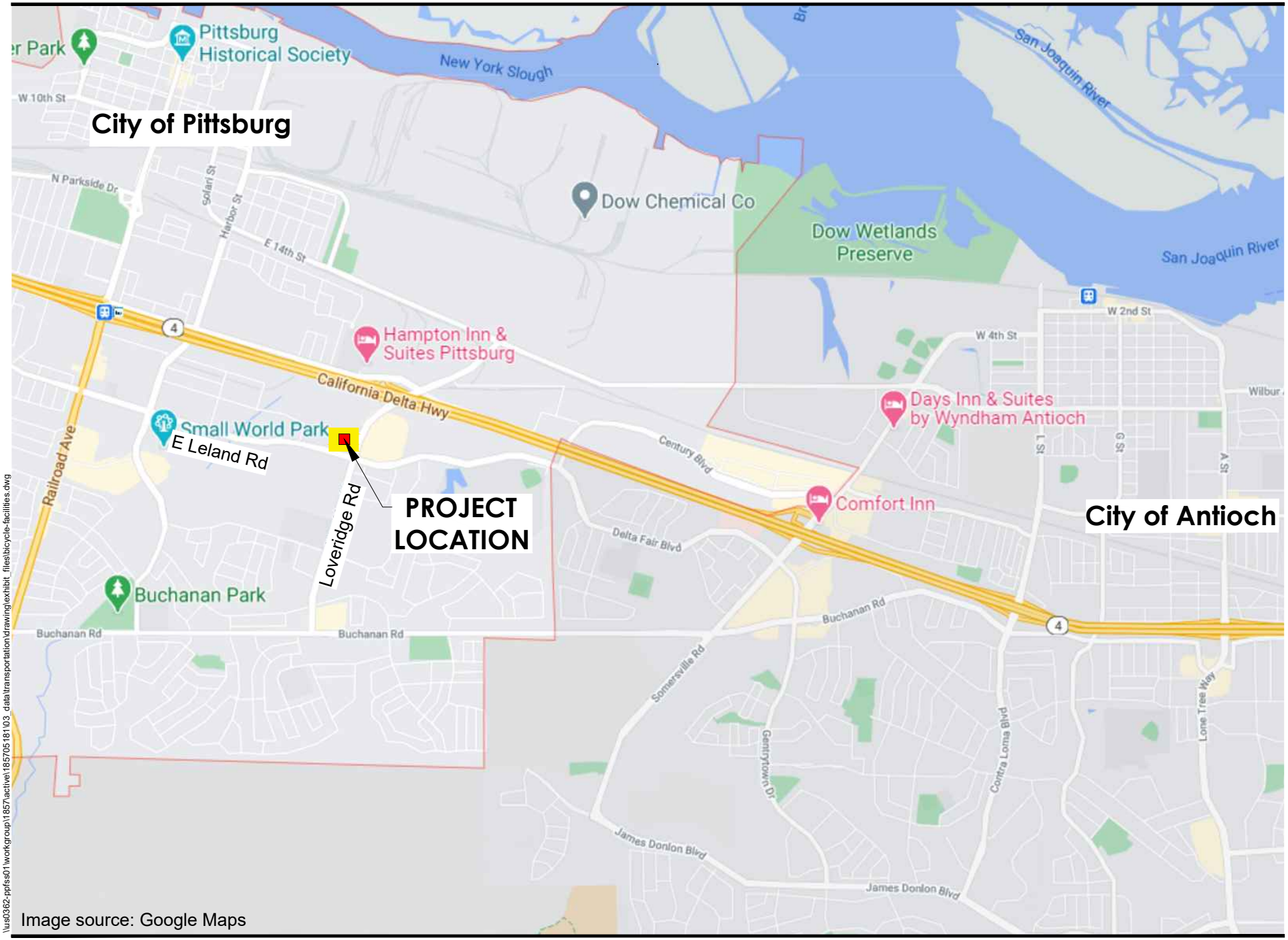

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Figure 3.17-4

Project in Relation to Comparable Hotels

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Impact TRANS-4 Result in inadequate emergency access?

The project would not result in inadequate emergency access. Development of the project site would not alter or impede emergency response routes or plans set in place by the City.

The project driveways are designed to comply with turning radius requirements for emergency vehicles and would not cause hazardous driving conditions. The project's detailed design would be completed in compliance with California Fire Code requirements and not impair emergency vehicle access in the vicinity of the project during construction and in ongoing operation. Compliance with the California Fire and Building Codes would be mandated through the plan check and approval process. This process would also ensure that adequate access for emergency services is provided and the City's emergency operations plan would be upheld during construction. The project would not result in inadequate emergency access and there would be no impact.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

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3.18 TRIBAL CULTURAL RESOURCES

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined by Public Resources Code section 21047 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☒	☐	☐
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☒	☐	☐

3.18.1 Environmental Setting

This section describes potential tribal cultural resources in the project site, defined as the project site and a 0.25-mile radius around the project site, and evaluates potential impacts to these resources from the construction and operation of project facilities. Under CEQA, local tribes and tribal representatives are the authority for identifying tribal cultural resources.

AB 52

AB 52 mandates consideration of Native American culture as part of the CEQA process. The goal of AB 52 is to promote involvement of California Native American tribes in the decision-making process when it comes to identifying resources of importance to their cultures and developing mitigation for impacts to these resources. To reach this goal, AB 52 establishes a formal role for tribes in the CEQA process. CEQA lead agencies are required to consult with tribes about potential tribal cultural resources in the project site, the potential significance of project impacts, the development of project alternatives, and the type of environmental document that should be prepared. AB 52 specifically states that a project that may

cause a substantial adverse change in the significance of a tribal cultural resource may have a significant effect on the environment.

Ethnographic Context

The project is within the traditional tribal territory of the Bay Miwok, or *Saclan*, one of the five linguistic divisions of Eastern Miwok peoples (Levy 1978; Kroeber 1925; Map 1). Linguistic evidence suggests that the Eastern Miwok have inhabited the region for a long period of time, perhaps as early as the Middle Horizon of California prehistory (4,000 to 1,500 year before present) (Levy 1978; Breschini 1983). Around the time of European contact, the Bay Miwok occupied the eastern portions of Contra Costa County from Walnut Creek to the Sacramento-San Joaquin Delta (Levy 1978).

The foremost political unit of the Bay Miwok was the tribelet, an independent nation with defined geographical boundaries. Within their territory, each tribelet occupied one or more semi-permanent settlements and several seasonally occupied camps. Members of the tribelet moved between camps to fish, hunt, and gather resources as they became locally available (Levy 1978). The closest ethnographic village is *Chupcan*, which is over 4.5 miles south/southeast of the project site; however, knowledge of individual tribelets and settlement locations is fragmentary due to rapid depopulation and relocation occurring throughout the 19th century (Levy 1978).

Within villages and camps, Miwok structures at lower elevations usually consisted of conical wood pole frames thatched with brush, grass, or tules (*Schoenoplectus acutus* and *californicus*). Larger semisubterranean and circular brush structures were also constructed for communal use at village sites, and granaries were built for the storage of gathered food, primarily acorns from several types of oak (*Quercus spp.*) (Levy 1978). The Bay Miwok also collected buckeye (*Aesculus californica*), hazelnut (*Corylus cornuta*), and pine nuts from digger pine (*Pinus sabiniana*) and sugar pine (*Pinus lambertiana*). A wide variety of seeds were also collected when available. Important terrestrial animal foods included mule deer (*Oedocoileus hemionus*), tule elk (*Cervuus nannodes*), and pronghorn antelope (*Antilocapra americana*). Salmon and trout (*Oncorhynchus spp.*), sturgeon (*Acipenser transmontanus*), and lamprey (*Lampetra tridentata*) were also important food species for all divisions of the Eastern Miwok (Levy 1978) and would have been especially important for indigenous peoples in the vicinity of the project site due to local environmental conditions and the proximity of wetlands (Tang 2009).

After initial contacts with Spanish explorers, the Bay Miwok were among the first indigenous people to be gathered into the Spanish missions. Subsequent influxes of Euro-Americans drove many of the remaining native inhabitants to hide in the delta, and later conflicts ended with the confiscation of Miwok lands by the United States government. Miwok populations, estimated to have been around 19,500 in 1808, rapidly declined to around 670 by 1910 (Cook 1943).

3.18.2 Methodology

To identify tribal cultural resources, Stantec prepared a cultural resources assessment (Appendix C) and the City completed AB 52 consultations. Available literature obtained through a record search performed at the NWIC of CHRIS was consulted for background information, ethnographical information, and to

identify any previously recorded archaeological tribal resources in the project site. A Stantec archaeologist performed a pedestrian survey of the project site to identify any potential archaeological cultural resources present in the project site that had not been recorded during previous studies.

Stantec also contacted the NAHC on January 14, 2021, to request a search of the Sacred Lands File for tribal cultural resources in the project site. A search of the NAHC Sacred Lands File was completed on January 26, 2021, and there was no indication of the presence of Native American cultural resources in the project site.

AB 52 Consultation Results

Under AB 52, the City is responsible for conducting AB 52 tribal outreach by sending a letter to tribes that have previously expressed an interest in participation by written request. Pursuant to the statute, tribes are required to respond in writing within 30 days.

On January 11, 2021, the City mailed letters to all tribes who requested to be consulted on City projects under AB 52. Follow-up phone calls were made to these tribes on January 25, 2021. The tribes contacted are listed below:

- Amah Mutsun Tribal Band of Mission San Juan Bautista
- The Confederated Villages of Lisjan
- Guidiville Indian Rancheria
- Indian Canyon Mutsun Band of Costanoan
- Muwekma Ohlo North Valley Yokuts Tribene Indian Tribe of the SF Bay Area
- The Ohlone Indian Tribe
- Wilton Rancheria

On January 13, 2021, the Confederated Villages of Lisjan requested the NWIC cultural resource records search results and NAHC Sacred Lands File results. These results were sent to the Confederated Villages of Lisjan. After review of these materials, the Confederated Villages of Lisjan did not have any further comment on the project but requested to be contacted should there be any inadvertent finds during project construction. On February 3, 2021, the Wilton Rancheria sent an email stating they had no concerns on this project but asked if an inadvertent discovery occurs during construction that the tribe be notified. The other tribes contacted either did not respond or did not have any concerns with the proposed project. An AB 52 correspondence record can be found in Appendix C.

3.18.3 Environmental Impact Analysis

This section discusses potential impacts on tribal cultural resources associated with the proposed project and provides mitigation measures where necessary.

Impact TRIB-1 Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to California Native American tribe, and that is:

a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or

b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Impact Analysis

No known tribal cultural resources were identified in the project site or within 0.25 mile of it during the archival records search and literature review performed as part of the cultural resources inventory. A field survey of the project site did not identify any archaeological tribal resources in the project site. As discussed above, a search of the NAHC Sacred Lands File did not indicate the presence of Native American cultural resources in the project site. Tribes contacted as part of the AB 52 consultations either did not respond or did not have any concerns with the proposed project.

However, subsurface construction activities associated with the proposed project could potentially damage or destroy previously undiscovered unique tribal cultural resources. The proposed project would incorporate Mitigation Measure CUL-1, which requires implementation of standard inadvertent discovery procedures to reduce potential impacts to previously undiscovered subsurface unique tribal cultural resources. Additionally, if previously undiscovered human burial sites are found on the project site, the proposed project would be required to implement Mitigation Measure CUL-2. With implementation of Mitigation Measures CUL-1 and CUL-2, potential impacts to tribal cultural resources would be reduced to a less than significant level.

Level of Significance Before Mitigation

Potentially Significant Impact.

Mitigation Measures

Mitigation Measures CUL-1 and CUL-2 are required.

Level of Significance After Mitigation

Less Than Significant Impact with Mitigation.

3.19 UTILITIES AND SERVICE SYSTEMS

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
c) Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

3.19.1 Environmental Setting

Wastewater Collection/Treatment

City wastewater is collected and treated at the Delta Diablo Wastewater Treatment Plant (WWTP), which is operated by the Delta Diablo Sanitation District (DDSD). The DDSD owns and operates regional interceptors and the sewage treatment plant located north of the Pittsburg-Antioch Highway. Wastewater from developments south of SR4 enters the DDSD interceptor system on Pittsburg-Antioch Highway (City of Pittsburg 2001). According to the City's Urban Water Management Plan (UWMP) in 2015, Delta Diablo collected 14,169 AF of wastewater, with approximately 49 percent of the treated wastewater used for recycled supply for various uses. The remaining treated wastewater is disposed of through a river outfall into the Delta at New York Slough. DDSD does not have wastewater flows broken down by City for its service area; therefore, it is impossible to report volumes of wastewater treated for Pittsburg alone. In 2015, the WWTP had an average dry weather capacity of 19.5 million gallons per day (mgd). Delta Diablo is anticipating an increase in the capacity of its WWTP to 25.3 mgd at full-service area built-out.

The proposed project would connect to the existing 18-inch wastewater main in Loveridge Road. All sewer distribution improvements would be constructed and designed in accordance with the City's Sewer Standard Details and Specifications, and Sewer Design Standards.

Stormwater Management

The City's drainage system is comprised primarily of channelized creeks fed by groundwater, surface runoff, and underground storm drains. Stormwater from the City flows directly to the San Joaquin River and Delta without treatment. The City does not have any stormwater recovery systems nor use stormwater as part of its potable or non-potable supply systems (City of Pittsburg 2016).

The Clean Water Act prohibits the discharge of pollutants to navigable waters from a point source unless authorized by an NPDES permit. The SWRCB is responsible for issuing NPDES permits to cities and counties through RWQCBs. The City is part of the Contra Costa Clean Water Program (Contra Costa Permittees) and is subject to Municipal Regional Stormwater NPDES Permit No. CAS612008. The City is also subject to Chapter 13.28 of the Municipal Code, Stormwater Management and Discharge Control, which is intended to protect and enhance the water quality in the City's watercourses pursuant to, and consistent with, the Porter-Cologne Water Quality Control Act and the Federal Clean Water Act. Every application for a development project is required to create and implement a stormwater control plan that meets the criteria of the Contra Costa Clean Water Program Stormwater Section C.3 Guidebook.

The project would convey the onsite storm water to the localized low point at the northwest corner of the proposed parcel via a an 18-inch storm drainpipe. The 18-inch storm drainpipe would connect to an existing 18-inch storm drain which connects to an existing 24-inch storm drainpipe that eventually sheet flows on Loveridge Road flowing north to the inlet at the northwesterly side of Loveridge just before the highway 4 offramp.

The proposed project would create approximately 69,400 square feet of impervious surface; it would also include approximately 27,500 square feet of pervious surface consisting of landscaping and a bioretention basin along the project site boundary. The bioretention basin would collect impervious surface runoff prior to entering the piped storm drain system.

Water Supply

Pittsburg obtains raw water from the CCWD, through the CVP. The primary source of water for residents of the CCWD is the Sacramento-San Joaquin Delta. CCWD has a contract with the USBR for 195,000 AFY of CVP water. The City also supplements its CCWD water supply with two wells that extract groundwater from the Pittsburg Plain Groundwater Basin. The total amount of water pumped by the City from the Pittsburg Plain Groundwater Basin in 2015 was 1,180 AFY. The City operates its own water treatment plant and associated infrastructure. The Pittsburg treatment plant currently operates at 16 to 18 mgd for City accounts. Although it is restricted to 24 mgd by state Health Department permitting and stringent water quality regulations, the plant has hydraulic design capacity of 32 mgd. Treated water is distributed throughout Pittsburg via a 122-mile system of pipeline, in addition to several pump stations and seven reservoirs (City of Pittsburg 2001). Recycled water is also used within the City for industrial

and irrigation purposes. In 2015, total recycled water use was 7,060 AF, with 449 AF used for irrigation purposes and 6,611 AF for industrial uses (City of Pittsburg 2016).

The City's 2015 UWMP calculates the past, current, and projected water use and water supply through 2040. The City's potable and raw water demand for 2015 was 8,772 AFY, which equates to a daily per capita water use of 116 gallons per capita per day. In addition, there was a demand for 6,657 AFY for recycled water, which equates to a total water demand of 15,329 AFY. The City's 2015 UWMP projects that there would be a demand of 13,017 AFY of potable and raw water as well as 6,757 demand of recycled water, totaling 19,774 AFY. The City obtains 85 to 95 percent of its water supply from CCWD pursuant to a contractual arrangement allowing the City to obtain such quantity of water as is necessary to meet its needs, subject to rationing restrictions in the event of drought or other extraordinary circumstances. CCWD's future supply projections indicate adequate availability of surface water sources delivered through its contract with the USBR, along with other available sources and short-term purchases under normal conditions (City of Pittsburg 2016).

Solid Waste

Solid waste pickup and disposal for Pittsburg is provided by Pittsburg Disposal Services (PDS). Residential and commercial solid waste is disposed at Potrero Hills Landfill, located east of Suisun City, while non-recyclable industrial waste is transported to Keller Canyon Landfill, located southeast of City limits within the Planning Area. A voluntary curbside recycling program is in place in Pittsburg and is operated by PDS. Recyclables are picked up once a week along with regular waste, and then processed at a facility owned by PDS. In addition, yard waste collection services are provided every other week (City of Pittsburg 2001).

The California Department of Resources Recycling and Recovery (CalRecycle) has allocated to the City a population-based disposal rate target of 6.7 pounds of waste per person per day for residents and employment-based target of 40.0. As of 2019, the City's population-based disposal rate was 6.2 pounds per person per day and the employment-based rate was 29.5, which is below the CalRecycle target (CalRecycle 2019a).

According to CalRecycle, the maximum permitted throughput at Potrero Hills Landfill is 4,330 tons per day. The total capacity of the landfill is 83.1 million cubic yards. The landfill currently has 13.9 million cubic yards of capacity remaining and is projected to cease operation by 2048 (CalRecycle 2019b).

Electric Power and Natural Gas

PG&E provides electric power and natural gas services to the City.

3.19.2 Methodology

The following analysis is based on a review of documents pertaining to the project site, including the General Plan. The following impact discussions consider the impacts of the proposed project related to utilities and service systems in the City.

3.19.3 Environmental Impact Analysis

This section discusses potential impacts related to utilities and service systems associated with the proposed project and provides mitigation measures where necessary.

Impact UTIL-1	**Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?**

Impact Analysis

Wastewater Treatment

The proposed hotel would include 115 guest rooms and provide onsite guest amenities, including an outdoor swimming pool, fitness room, and dining/community gathering room. The proposed project would also include 119 onsite surface parking spaces, approximately 27,500 square feet of landscaping, and installation of utilities.

The proposed project would connect to the existing 18-inch wastewater main running west to east within an easement across the existing commercial portion of the parcel to the north, which will be separated into an additional parcel separate from the proposed hotel site as a part of the development. All sewer distribution improvements would be constructed and designed in accordance with the City's Sewer Standard Details and Specifications, and Sewer Design Standards. The proposed project is expected to generate approximately 25,488 gpd (0.025 mgd) of peak wastewater flow. The project site is zoned for development in the General Plan and the proposed project would result in a less intensive use upon approval of zone change from Industrial Park to Community Commercial. While the project is not anticipated to require additional wastewater main capacity, if additional wastewater main capacity is necessary beyond the existing 18-inch wastewater main, another wastewater line is located to the south of the project and, if needed, could provide additional capacity via a split flow between the two existing wastewater mains. Therefore, existing wastewater main infrastructure have sufficient capacity and no off-site improvements are required prior to development.

Wastewater generated by the proposed project would be treated by the Delta Diablo WWTP. According to the Delta Diablo Brochure written in 2017, Delta Diablo's average daily wastewater flow was 13.5 mgd; the plant is permitted to treat up to 19.5 mgd (Delta Diablo 2017). The DDSD has adopted a district Master Plan that includes phased treatment plant expansion to ultimately provide 24.0 mgd capacity in order to accommodate General Plan buildout for the communities of Pittsburg, Antioch, and unincorporated Bay Point (City of Pittsburg 2001).

The proposed project estimated wastewater generation would represent less than 1 percent of the Delta Diablo WWTP's capacity and would allow the facility to continue to operate at its current flow rate. Therefore, the available capacity of the WWTP would accommodate the wastewater treatment requirements of the proposed project. In addition, the proposed project would be required to pay a sewer service charge under Chapter 13.24 of the Municipal Code. This fee would be used by the City to finance

the construction, rehabilitation, improvement, repair, or replacement of any portion of the City's sewer system. Payment of the fee, as well as implementation of the City's Sewer Standard Details and Specifications, and Sewer Design Standards, would mitigate impacts to wastewater treatment. The proposed project would not require or result in the relocation or construction of new or expanded wastewater treatment facilities and the impacts would be less than significant.

Water Treatment

The proposed project would connect to the existing 18-inch service main on Loveridge Road. The proposed project is expected to generate a peak water demand of approximately 26,222 gpd (0.026 mgd). All water for the proposed project would be provide by the City.

The 2015 UWMP analyzed the water demand for the City through the year 2040 and determined that CCWD would be able to meet 100 percent of the City's projected demands for purchased water. The UWMP has calculated that during normal year conditions, the projected demand totals for water supply would be less than projected available supply, which would lead to an adequate amount of water needed to serve project buildout. The General Plan estimated that in 2020 at full build-out, the average daily demand for water would be 16.8 mgd with a total demand of 6,132 million gallons per year. The proposed project would generate a total peak water demand of 0.025 mgd, which would be less than 1 percent of the build-out demand. The project site is already contemplated for development in the General Plan buildout. In addition, the proposed project would result in a less intensive use as a community commercial zoning instead of an industrial use zoning. Therefore, it is reasonable to assume that the City's water demand projections through 2040 have adequate supplies to serve the proposed project. Moreover, water system installation for the project site would be designed and constructed in accordance with CCWD and the City's specifications and the California Green Building Standards Code. The applicant would also pay any fees associated with installation of a new water system. Chapter 13.10 of the Municipal Code requires the payment of the CCWD's Facilities Reserve Charge for any new water meters installed. The proposed project would not require or result in the relocation or construction of new or expanded water treatment facilities and the impacts would be less than significant.

Stormwater Drainage

The project would convey the onsite storm water to the localized low point at the northwest corner of the proposed parcel via a an 18-inch storm drainpipe. The 18-inch storm drainpipe would connect to an existing 18-inch storm drain which connects to an existing 24-inch storm drainpipe that eventually sheet flows on Loveridge Road flowing north to the inlet at the northwesterly side of Loveridge just before the highway 4 offramp. The proposed project would create approximately 69,400 square feet of new impervious surface; it would also include approximately 27,500 square feet of pervious surface consisting of landscaping and a bioretention basin along the project site boundary. The bioretention basin would collect impervious surface runoff prior to entering the piped storm drain system.

The proposed storm drainage improvements would be designed and constructed in accordance with the City's specifications. The proposed project would be subject to Chapter 13.28 of the Municipal Code requiring compliance with the City's NPDES Permit and regulations set by the City to protect and enhance the water quality in the City's watercourses pursuant to and consistent with the Federal Clean

Water Act and the Porter-Cologne Water Quality Act. Implementation and compliance with all City regulations and construction of a bioretention basin along the project boundary would offset the demand on the City's stormwater drainage facilities and would not require the construction of new or expanded storm drainage facilities. Therefore, impacts to stormwater facilities would be less than significant.

Electric Power and Natural Gas

PG&E is the electric and natural gas provider to the City. As part of the proposed project, electrical and gas connections would be made with existing facilities located onsite. The proposed project and future development would be subject to more stringent energy efficiency standards through updates of the California Green Building Code and Title 24. No new expanded facilities would be required for electric and natural gas facilities that could potentially cause a significant environmental impact. Therefore, impacts to electric power and natural gas facilities would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact UTIL-2	**Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?**

Impact Analysis
The City's 2015 UWMP calculates the past, current, and projected water use and water supply through 2040. The 2015 UWMP calculated the City's 2015 available water supply was 15,428 AFY and calculated the projected water supply available in 2040 to be 21,117 AFY. Based on these calculations, CCWD estimates that it can meet 100 percent of the City's projected water demands in normal years. The UWMP also calculates the water availability during dry and multiple dry years. During single dry years, it is projected that there would be a surplus of supply through 2040. When comparing total supply available in multiple dry years to projected demand totals, the third year of the multiple dry year period in 2035 and 2040 is the first time the City is expected to see a supply deficit. However, for this analysis the groundwater supply has been assumed to be at the average 1,343 AFY of groundwater extraction between 1993 and 2015. However, the maximum annual extraction in this period was 2,092 AF in 2008, so additional groundwater could be used to account for supply deficits in multiple dry years (City of Pittsburg 2016).

The City and CCWD have demonstrated in recent years that, during extended dry periods, they can address deficits by reducing demand in their service areas. One way the City has addressed potential deficits is by developing a water shortage contingency plan that would be implemented during declared water shortages. This plan includes voluntary and mandatory rationing during water supply shortages as well as consumption reduction methods and penalties and charges for violation of regulations and

restriction on water use (City of Pittsburg 2016). The UWMP has estimated that the City would have sufficient water supplies available to serve the proposed project and reasonably foreseeable future developments during normal, dry, and multiple dry years. Therefore, there would be a less than significant impact.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact UTIL-3	**Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?**

Impact Analysis
Wastewater generated by the proposed project would be treated at the Delta Diablo WWTP. The average dry weather capacity at WWTP when the 2015 UWMP was created was at 19.5 mgd. However, Delta Diablo's average daily wastewater treatment flow was only 13.5 mgd in 2016, which is below the permitted capacity. Delta Diablo anticipates an increase in the capacity of its WWTP to 25.3 mgd at full-service area build-out. In 2015, Delta Diablo reported the volume of wastewater collected from the full-service area to be 14,169 AFY, which translated to approximately 12.6 mgd. Delta Diablo does not have wastewater flows broken down by city for its service area; therefore, it is not possible to calculate these same volumes for Pittsburg alone.

Based on land use and standards demand factors, the proposed project is expected to generate approximately 0.025 gpd of wastewater. This equates to less than 1 percent of total available capacity, a less than significant amount. The wastewater treatment provider would have adequate capacity to serve the projected project demand in addition to the provider's existing commitments. Therefore, impacts would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact UTIL-4	**Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?**

Impact Analysis

The proposed project would be expected to generate waste during the construction and operation phases; however, it would not be expected to result in inadequate landfill capacity. Solid waste from the project site would be collected and deposited at the Potrero Hills Landfill. The Potrero Hills Landfill is approximately 525 acres in size, and its total capacity is 83.1 million cubic yards. Currently, the landfill is listed as having a remaining capacity of approximately 13.9 million cubic yards and is expected to operate until 2048 (CalRecycle 2019b).

The proposed project does not involve demolition of structures or require the export of soils from the project site. Any construction waste generated would be minimal and disposed by the project contractor in accordance with the City's established programs that facilitate the diversion and disposal of construction waste. During operation of the proposed project, solid waste would be collected and properly disposed of by PDS. Operation of the proposed project is expected to employ up to five full-time employees. According to CalRecycle, the City's annual per capita disposal rate per employee in 2019 was 29.5 pounds. As shown in Table 3.19-1, Estimated Solid Waste Generation, the proposed project would generate approximately 377.5 pounds of solid waste per day.

Table 3.19-1: Estimated Solid Waste Generation

Project Component		Generation Rate	Pounds per Day	Tons per Day	Tons per year
Hotel Employee Staff	5	29.5 (lbs/person/day)	147.5	0.077	28.11
Hotel Rooms	115	2 (lbs/room/day)	230	0.12	43.8
Total	-	-	377.5	0.20	71.91

Notes:
lbs/person/day = pounds per person per day
Source: CalRecycle 2019a

In 2019, the City disposed of approximately 81,921 tons of waste and the amount of waste from the proposed project would be a marginal fraction of the City's total solid waste. Based on the Potrero Hills Landfill permitted intake of 4,330 tons per day, waste generated by the proposed project would represent approximately less than 1 percent of the landfill's daily capacity. Therefore, the proposed project's contribution to solid waste facilities would result in a less than significant impact.

Level of Significance Before Mitigation

Less Than Significant Impact.

Mitigation Measures

No mitigation is necessary.

Level of Significance After Mitigation

Less Than Significant Impact.

Impact UTIL-5	Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Impact Analysis

The proposed project would be served by curbside solid waste and recycling services, which are standard services for commercial uses in the City. Solid waste disposal must follow the requirements of the contracted waste hauler and disposal facility, which follows local, state, and federal statutes and regulations related to the collection and disposal of solid waste.

The California Integrated Solid Waste Management Act mandates 50 percent of landfill diversion by the year 2000. Chapter 8.06 of the Municipal Code establishes and implements programs that regulate the collection and disposal of recyclable waste that would help the city meet its mandatory landfill diversion quotas. Chapter 8.06 of the Municipal Code also requires all nonresidential establishments to create a recycling collection plan to be submitted to the City for approval. The proposed project would comply with all applicable local, state, and federal statutes and regulations related to solid waste. Therefore, the impacts related to solid waste would be less than significant as the project would comply with all applicable regulations.

Level of Significance Before Mitigation

Less Than Significant Impact.

Mitigation Measures

No mitigation is necessary.

Level of Significance After Mitigation

Less Than Significant Impact.

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3.20 WILDFIRE

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☒	☐
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

3.20.1 Environmental Setting

Generally, from June until October, there is a threat of grassland fires in the southern portion of the City where residential and commercial buildings may be near open lands of dry grass material. High winds can intensify the potential for wildland fires (City of Pittsburg 2014). The proposed project is south of SR 4, in the Loveridge Planning Subarea. This portion of the City contains large industrial use and vacant sites, with community commercial, business commercial, and multi-family housing developments. Based on review of Fire Hazard Severity Zone maps developed by CALFIRE, the project site is not within or near a state responsibility area and does not contain lands classified as very high fire hazard severity zones (CALFIRE 2020). According to the U.S. Forest Service (USFS) Wildfire Hazard Potential Map, the risk of wildfire at the project site and in the surrounding area is non-burnable (USFS 2020).

3.20.2 Methodology

The following analysis is based on a review of documents pertaining to the project site, including the General Plan, General Plan EIR, and review of CALFIRE's Fire Hazard Severity Zone Map and the USFS Wildfire Hazard Potential Map.

3.20.3 Environmental Impact Analysis

This section discusses potential wildfire impacts on the proposed project and provides mitigation measures where necessary.

Impact WF-1	**Substantially impair an adopted emergency response plan or emergency evacuation plan?**

Impact Analysis
The project site is not in a state responsibility area and does not contain lands classified as being within a very high fire hazard severity zone (CALFIRE 2020). Construction activities are anticipated to be confined to the project site, and no road closures or detours are anticipated. Therefore, project construction and operation activities would not interfere with an emergency evacuation or response plan, and there would be no impact.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact WF-2	**Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?**

Impact Analysis
The project site is within the Loveridge Planning Subarea, which is designated for regionally oriented commercial activities within this area and maintaining industrial activities in appropriate, designated areas. The project site and the surrounding area are relatively flat and in an urbanized area. The project site is not in a state responsibility area and does not contain lands classified as being within a very high fire hazard severity zone (CALFIRE 2020). Furthermore, the risk of wildfire in this portion of the City is classified as non-burnable (USFS 2020). Development of the proposed project would not expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of wildfire, and there would be no impact.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
No Impact.

Impact WF-3	**Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?**

Impact Analysis
The project site is not in a state responsibility area and does not contain lands classified as being within a very high fire hazard severity zone (CALFIRE 2007). The proposed project is within the Loveridge Planning Subarea, which is an urbanized area classified as non-burnable (USFS 2018). The proposed project would develop a 115-room hotel and onsite amenities. The proposed project would also include the construction of two driveways and installation of utilities. The driveways would be 26 feet wide in accordance with CCCFPD's access requirements and provide emergency access at the northeast and southeast ends of the project site, on Loveridge Road. All utilities would be undergrounded and would connect to existing infrastructure in the vicinity of the project site. Construction of the proposed project would be required to comply with all applicable building and safety codes, including the California Building Code and California Fire Code, and all applicable fire safety standards set forth by the City to protect the proposed structures from possible wildfires. Therefore, the proposed project would not require the installation or maintenance of associated infrastructure that would exacerbate fire risk or that may result in temporary or ongoing impacts to the environment. The impact would be less than significant.

Level of Significance Before Mitigation
Less Than Significant Impact.

Mitigation Measures
No mitigation is necessary.

Level of Significance After Mitigation
Less Than Significant Impact.

Impact WF-4	**Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?**

Impact Analysis
The project site is not in a state responsibility area and does not contain lands classified as being within a very high fire hazard severity zone (CALFIRE 2020). Furthermore, as discussed in Section 3.7, Geology and Soils, the project site and surrounding area is relatively flat and not in an area subject to landslides or flooding. As such, the proposed project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. As such, there would be no impact.

Level of Significance Before Mitigation
No Impact.

Mitigation Measures

No mitigation is necessary.

Level of Significance After Mitigation

No Impact.

3.21 MANDATORY FINDINGS OF SIGNIFICANCE

Would the Project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
1. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
2. Does the project have impacts that are individually limited, but cumulative considerable? ("Cumulative considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☒	☐	☐
3. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

This section discusses mandatory findings of significance.

Impact MFS-1 Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Impact Analysis

As discussed in Section 3.4, Biological Resources, the proposed project would not impact sensitive habitats or species. With implementation of MM BIO-1 and MM BIO-2, the proposed project would not impact nesting raptors or migratory birds, or conflict with the ECCC HCP/NCCP, respectively. Subsurface cultural resources, or human remains could be inadvertently uncovered during ground disturbing activities of the proposed project. However, implementation of standard conditions of approval, and MM CUL-1 and MM CUL-2 would avoid or reduce impacts to cultural resources, including tribal cultural resources, to a less than significant level. Therefore, proposed project impacts would be reduced to less than significant with mitigation measures.

Level of Significance Before Mitigation

Potentially Significant impact.

Mitigation Measures
Mitigation Measures BIO-1, BIO-2, CUL-1, and CUL-2 are required.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact MFS-2	**Does the project have impacts that are individually limited, but cumulative considerable? ("Cumulative considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?**

Impact Analysis
As described in the discussion of environmental checklist Sections 3.1 through 3.20, the proposed project would have no impact, a less than significant impact, or a less than significant impact with incorporation of mitigation with respect to all environmental issues. The proposed project would be surrounded by existing urban development and is consistent with the proposed General Plan amendment and zone change. The proposed project would result in impacts in the following areas: 1) air quality impacts from TAC emissions, and dust during construction, 2) potential impacts to nesting birds during construction, and consistency with ECCC HCP/NCCP, 3) inadvertent discovery of cultural resources during construction, 3) hazardous materials impacts from potential release of contaminants into stormwater, and 4) short-term noise and vibration impacts to adjacent receptors. These impacts would be minimized by implementation of standard permit conditions and mitigation measures AIR-1, AIR-2, BIO-1, BIO-2, CUL-1, CUL-2, HYD-1, NOI-1, and NOI-2, and would not significantly contribute to cumulative impacts in the area. Impacts related to geologic conditions are site-specific and would be reduced by MM GEO-1. Some of the other resource areas were determined to have no impact or less than significant impact and therefore, would not contribute to cumulative impacts and did not warrant further analysis, such as Mineral Resources and Agricultural Resources. There are no other known projects in development or under consideration that would affect the other resource areas. As such, the proposed project impacts would be less than significant with mitigation incorporated and not cumulatively considerable.

Level of Significance Before Mitigation
Potentially Significant Impact.

Mitigation Measures
Mitigation Measures AIR-1, AIR-2, BIO-1, BIO-2, CUL-1, CUL-2, GEO-1, HYD-1, NOI-1, and NOI-2 are required.

Level of Significance After Mitigation
Less Than Significant Impact with Mitigation.

Impact MFS-3 Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Impact Analysis

Consistent with Section 15065(a)(4) of the CEQA Guidelines, a lead agency shall find that a project may have a significant effect on the environment where there is substantial evidence that the project has the potential to cause substantial adverse effects on human beings, either directly or indirectly. Under this standard, a change to the physical environment that might otherwise be minor must be treated as significant if people would be significantly affected. This factor relates to adverse changes to the environment of human beings generally, and not to effects on particular individuals. While changes to the environment that could indirectly affect human beings would be represented by all of the designated CEQA issue areas, those that could directly affect human beings include construction air quality, hazardous materials, and noise. Implementation of standard permit conditions, General Plan policies, and mitigation measures identified in this ISMND would, however, be reduced to a less than significant impact. No other direct or indirect adverse effects on human beings have been identified.

Level of Significance Before Mitigation

Less Than Significant Impact.

Mitigation Measures

No mitigation is necessary.

Level of Significance After Mitigation

Less Than Significant Impact.

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4.0 REFERENCES

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Home 2 Suites Project

Mitigation Monitoring and Reporting Program

September 17, 2021

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ACRONYMS AND ABBREVIATIONS

BAAQMD	Bay Area Air Quality Management District
BMP	best management practice
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHRIS	California Historical Resources Information System
City	City of Pittsburg
CRHR	California Register of Historical Resources
DPM	diesel particulate matter
ECCC	East Contra Costa County
EPA	United States Environmental Protection Agency
FTA	Federal Transit Administration
General Plan	City of Pittsburg General Plan
HCP/NCCP	Habitat Conservation Plan/Natural Community Conservation Plan
ISMND	Initial Study/Mitigated Negative Declaration
MBTA	Migratory Bird Treaty Act
MLD	most likely descendant
MMRP	Mitigation, Monitoring and Reporting Plan
NAHC	California Native American Heritage Commission
NPDES	National Pollutant Discharge Elimination System
NWIC	Northwest Information Center
PRC	Public Resources Code
proposed project	Home 2 Suites Project
SWPPP	Stormwater Pollution Prevention Plan
SWRCB	State Water Resources Control Board

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1.0 MITIGATION MONITORING AND REPORTING PROGRAM

The purpose of the Mitigation, Monitoring, and Reporting Program (MMRP) is to provide the City of Pittsburg Planning Division (City) with a comprehensive list of the mitigation measures identified in the Initial Study Mitigated Negative Declaration (ISMND) for the Home 2 Suites Project (proposed project) in the City of Pittsburg, California.

1.1 INTRODUCTION

The City is acting as the Lead Agency, as defined by the California Environmental Quality Act (CEQA). In accordance with Public Resources Code (PRC) Section 21081.6, a Lead Agency that approves or carries out a project with potentially significant environmental effects shall adopt a "reporting or monitoring program for the changes to the project which it has adopted or made a condition of a project approval to mitigate or avoid significant effects on the environment."

The CEQA Guidelines provide direction for clarifying and managing the complex relationships between a Lead Agency and other agencies with respect to implementing and monitoring mitigation measures. In accordance with CEQA Guidelines section 15097(d), "each agency has the discretion to choose its own approach to monitoring or reporting; and each agency has its own special expertise." This discretion will be exercised by implementing agencies at the time they consider any of the activities identified in the environmental document.

This MMRP is a working guide to facilitate both the implementation of the mitigation measures and the monitoring, compliance, and reporting activities by the City and any monitors it may designate. If the City adopts the ISMND for the proposed project, it will adopt the MMRP.

1.2 OVERVIEW OF THE MITIGATION MONITORING AND REPORTING PROGRAM

The MMRP is presented in the following table and includes the following components:

The list of mitigation measures contained in the ISMND, as adopted by the City;
The party responsible for implementing the mitigation measure;
The timing for implementation of the mitigation measure;
The agency responsible for monitoring implementation of the mitigation measure; and
The monitoring action and frequency.

The City and its contractors will be required to comply with this MMRP in all respects. In any instance where non-compliance occurs, the City-designated environmental monitors will issue a warning to the construction supervisor and the City's Project Manager. Any decisions to halt work due to non-compliance will be made by the City. The City's designated environmental monitors will keep records of any incidents on non-compliance with mitigation measures. Copies of these documents will be supplied to the City.

Once construction has begun and is underway, the City will carry out monitoring of the mitigation measures associated with construction. The MMRP will be maintained in the City's files for use in construction and operation of the proposed project.

Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Verification of Implementation	
					Action	Date completed with Signature
Section 3.3: Air Quality						
MM AIR-1: Implement Construction Best Management Practices. The applicant shall require all construction contractors to implement the basic construction mitigation measures recommended by the Bay Area Air Quality Management District (BAAQMD) to reduce fugitive dust emissions. Emission reduction measures will include, at a minimum, the following measures. Additional measures may be identified by the BAAQMD or contractor as appropriate: • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) will be watered two times per day; • All haul trucks transporting soil, sand, or other loose material offsite will be covered; • All visible mud or dirt track-out onto adjacent public roads will be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited; • All vehicle speeds on unpaved roads will be limited to 15 miles per hour; • All roadways, driveways, and sidewalks to be paved will be completed as soon as possible. Building pads will be laid as soon as possible after grading unless seeding or soil binders are used. • Idling times shall be minimized either by shutting equipment off when not in use or by reducing the maximum idling time to 5 minutes (as required by the California Airborne Toxics Control Measure Title 13, Section 2485 of the California Code of Regulations. Clear signage shall be provided for construction workers at all access points. • All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator. • Post a publicly visible sign with the telephone number and person to contact at the City regarding dust complaints. This person will respond and take corrective action within 48 hours. The BAAQMD's phone number will also be visible to ensure compliance with applicable regulations.	• Construction Contractor	Prior to issuance of grading permit and during construction.	**Monitoring Party:** • City of Pittsburg Planning Division **Monitoring Action:** • Confirm BMPs are included in project specifications and Grading Plan. • Confirm BMPs are implemented throughout the construction phase.	Prior to issuance of grading permit and throughout construction as needed.		
MM AIR-2: The following condition shall be implemented during all phases of construction to reduce potential exposure of diesel particulate matter (DPM) emissions to sensitive receptors located near the project site:	• Construction Contractor	Prior to issuance of grading permit and during construction.	**Monitoring Party:** • City of Pittsburg Planning Division	Prior to issuance of grading permit and throughout		

Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Verification of Implementation	
					Action	Date completed with Signature
Prior to the issuance of any demolition, grading, or building permits (whichever occurs earliest), the applicant and/or construction contractor shall prepare a construction operations plan that, during construction activities, requires all off-road equipment with engines greater than 75 horsepower to meet either the particulate matter emissions standards for Tier 4 Interim engines or be equipped with Level 3 diesel particulate filters. Tier 4 Interim engines shall, at a minimum, meet United States Environmental Protection Agency (EPA) or California Air Resources Board (CARB) particulate matter emissions standards for Tier 4 Interim engines. Alternatively, use of CARB-certified Level 3 diesel particulate filters on off-road equipment with engines greater than 75 horsepower can be used in lieu of Tier 4 Interim engines or in combination with Tier 4 Interim engines. The construction contractor shall maintain records documenting its efforts to comply with this requirement, including equipment lists. Off-road equipment descriptions and information shall include, but are not limited to, equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, and engine serial number. The applicant and/or construction contractor shall submit the construction operations plan and records of compliance to the City of Pittsburg.			**Monitoring Action:** • Confirm that construction operations plan is prepared and implemented prior to permit issuance	construction as needed.		
Section 3.4: Biological Resources						
MM BIO-1: Avoid Disturbance of Nesting Birds. If project activities occur during the nesting season for native birds (February 1 to August 31), the following measures shall be implemented to avoid or minimize the potential for adverse impacts on nesting migratory birds and raptors: • Pre-construction nesting bird survey for species protected by the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code shall be conducted by a qualified biologist within a 100-foot radius of proposed construction activities for passerines and a 300-foot radius for raptors no more than 30 days prior to the start of construction activities. • If active nests are found, a qualified biologist shall determine the size of the buffers based on the nesting species and its sensitivity to disturbance. The size of the buffers may be reduced at the discretion of a qualified biologist, but no construction activities shall be permitted within the buffer if they are demonstrated to be likely to disturb nesting birds. Active nest sites shall be monitored periodically to determine time of fledging.	• Construction Contractor • Qualified Biologist	Pre-construction nesting bird survey 30 days prior to construction activities.	**Monitoring Party:** • City of Pittsburg Planning Division **Monitoring Action:** • Confirm selection of qualified biologist • Confirm nesting bird surveys are conducted within 30 days of starting construction work. • Confirm pre-construction clearance by qualified biologist	Prior to issuance of grading permit and throughout the construction phase as needed.		

Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Verification of Implementation	
					Action	Date completed with Signature
MM BIO-2: Compliance with the East Contra Costa County Habitat Conservation Plan / Natural community Conservation Plan. The project is located within and is implemented under the authority that is subject to the East Contra Costa County (ECCC) Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP). The project shall comply with the HCP/NCCP which includes the following steps: • Project proponent shall apply for take coverage from the City of Pittsburg using the HCP/NCCP Application Form and Planning Survey Report. • The City of Pittsburg shall review the application for completeness and verify if there are required fees. • The City of Pittsburg conditions project with applicable requirements of HCP/NCCP. • If required, the project proponent shall pay the fees before or at grading permit (at first construction permit if no grading permit). • The project proponent shall conduct any required pre-construction monitoring, construction monitoring and avoidance measures as determined by the ECCC HCP/NCCP.	• Applicant	Prior to construction	**Monitoring Party:** • City of Pittsburg Planning Division **Monitoring Action:** • Obtain ECCC HCP/NCCP Application	Prior to issuance of grading permit and throughout the construction phase as needed.		
Section 3.5: Cultural Resources						
MM CUL-1: Cultural Materials Discovered During Construction. If any cultural resource is encountered during ground disturbance or subsurface construction activities (e.g., trenching, grading), all construction activities within a 50-foot radius of the identified potential resource shall cease until a Secretary of the Interior-qualified archaeologist evaluates the item for its significance and records the item on the appropriate State Department of Parks and Recreation 523 series forms. All forms and associated reports would be submitted to the Northwest Information Center (NWIC) of the California Historical Resources Information System (CHRIS). The archaeologist shall determine whether the resource requires further study. If, after the qualified archaeologist conducts appropriate technical analyses, the resource is determined to be eligible for listing on the California Register of Historical Resources (CRHR) as a unique archaeological resource as defined in PRC Section 15064.5, the archaeologist shall develop a plan for the treatment of the resource. The plan shall contain appropriate mitigation measures, including avoidance, preservation in place, data recovery excavation, or other appropriate measures outlined in PRC Section 21083.2.	• Construction Contractor • Qualified Archaeologist	During the construction phase.	**Monitoring Party:** • City of Pittsburg Planning Division **Monitoring Action:** • Confirm a qualified archaeologist is under contract prior to the start of any ground disturbing activities. • If cultural resources are discovered during construction confirm activities within a 50-foot radius of the identified potential resource are halted until appropriate treatment measures are implemented.	Prior to issuance of grading permit and throughout the construction phase as needed.		

Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Verification of Implementation	
					Action	Date completed with Signature
MM CUL-2: **Human Remains Discovered During Construction.** If ground-disturbing activities uncover previously unknown human remains, Section 7050.5 of the California Health and Safety Code applies, and the following procedures shall be followed: There shall be no further excavation or disturbance of the area where the human remains were found or within 50 feet of the find until the County Coroner and the appropriate City representative are contacted. Duly authorized representatives of the Coroner and the City shall be permitted onto the project site and shall take all actions consistent with Health and Safety Code Section 7050.5 and Government Code Sections 27460, et seq. Excavation or disturbance of the area where the human remains were found or within 50 feet of the find shall not be permitted to re-commence until the Coroner determines that the remains are not subject to the provisions of law concerning investigation of the circumstances, manner, and cause of any death. If the Coroner determines that the remains are 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 (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of the human remains and any associated grave goods with appropriate dignity, as provided in PRC Section 5097.98. If the MLD does not make recommendations within 48 hours, the landowner shall reinter the remains in an area of the property secure from further disturbance. If the landowner does not accept the MLD's recommendations, the owner or the MLD may request mediation by NAHC.	• Construction Contractor • Qualified Archaeologist	During the construction phase.	**Monitoring Party:** • City of Pittsburg Planning Division **Monitoring Action:** • Confirm a qualified archaeologist is under contract prior to the start of any ground disturbing activities. • Confirm a qualified archaeologist is onsite monitoring ground disturbing activities • If human remains are discovered during construction confirm activities are halted until appropriate treatment measures are implemented.	During grading and throughout the construction phase as needed.		
Section 3.7: Geology and Soils						
MM GEO-1: Implement Geotechnical Design Recommendations. Prior to issuance of grading permits, the applicant shall incorporate all design specifications and recommendations contained within the geotechnical investigation report into relevant project plans and specifications. These specifications pertain to but are not limited to expansive soils, building foundations, foundation drainage, and backfill of excavations. The project site plans shall be submitted to the City and reviewed as part of the building permit review process.	• Applicant	Prior to issuance of grading permits.	**Monitoring Party:** • City of Pittsburg Planning Division **Monitoring Action:** • Confirm specifications of the geotechnical report are implemented into the project and conform the City requirements.	Once during the City's review of the project site plans.		
Refer to Mitigation Measure HYD-1.						

Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Verification of Implementation	
					Action	Date completed with Signature
Section 3.9: Hazards and Hazardous Materials						
Refer to Mitigation Measure HYD-1.						
Section 3.10: Hydrology and Water Quality						
MM HYD-1: Prepare and Implement a SWPPP. Prior to the issuance of any construction-related permits, the applicant shall prepare and submit a Notice of Intent to the State Water Resources Control Board (SWRCB) and prepare a Stormwater Pollution Prevention Plan (SWPPP) in compliance with the National Pollutant Discharge Elimination System (NPDES) General Construction Permit. The SWPPP shall include a detailed, site-specific listing of the potential sources of stormwater pollution; pollution prevention measures (erosion and sediment control measures and measures to control non-stormwater discharges and hazardous spills); description of the type and location of erosion and sediment control best management practices (BMPs) to be implemented at the project site; and a BMP monitoring and maintenance schedule to determine the amount of pollutants leaving the project site. A copy of the SWPPP must be current and remain onsite. Water quality BMPs identified in the SWPPP could include but are not limited to the following: • Surface water runoff shall be controlled by directing flowing water away from critical areas and by reducing runoff velocity. Diversion structures, such as terraces, dikes, and ditches, shall collect and direct runoff water around vulnerable areas to prepared drainage outlets. • Surface roughening, berms, check dams, hay bales, or similar devices shall be used to reduce runoff velocity and erosion. • Sediment shall be contained when conditions are too extreme for treatment by surface protection. Temporary sediment traps, filter fabric fences, inlet protectors, vegetative filters and buffers, or settling basins shall be used to detain runoff water long enough for sediment particles to settle out. Construction materials, including topsoil and chemicals, shall be stored, covered, and isolated to prevent runoff losses and contamination of groundwater. • Topsoil removed during construction shall be carefully stored and treated as an important resource. Berms shall be placed around topsoil stockpiles to prevent runoff during storm events.	• Applicant • Construction Contractor	Prior to issuance of grading permits and during construction.	**Monitoring Party:** • City of Pittsburg Planning Division **Monitoring Action:** • Confirm requirements of the approved SWPPP are included in project specifications and implemented throughout the construction phase.	Once at the time of contractor specifications review and throughout the construction phase as needed.		

Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Verification of Implementation	
					Action	Date completed with Signature
• Fuel and vehicle maintenance areas shall be established away from all drainage courses, and these areas shall be designed to control runoff. • Temporary erosion control measures, such as silt fences, staked straw bales, and temporary revegetation, shall be employed for disturbed areas. No disturbed surfaces would be left without erosion control measures in place during the winter and spring months. • A spill prevention and countermeasure plan shall be developed to identify proper storage, collection, and disposal measures for potential pollutants (such as fuel, fertilizers, pesticides, etc.) used onsite. The plan would also require the proper storage, handling, use, and disposal of petroleum products. • Construction activities shall be scheduled to reduce land disturbance during peak runoff periods and to the immediate area required for construction. Soil conservation practices shall be completed during the fall or late winter to reduce erosion during spring runoff. Existing vegetation would be retained where possible. To the extent feasible, grading activities shall be limited to the immediate area required for construction.						
Section 3.13: Noise						
MM NOI-1: Construction Activity. Implementation of the following multipart mitigation plan is required to reduce the potential construction period noise impacts. • Follow the construction time restrictions as listed in Policy 12-P-9 in the City of Pittsburg General Plan (General Plan) document and Section 18.82.040 in the City of Pittsburg Municipal Code. • Follow the construction noise mitigation measures listed in Step 5 within Section 7.1 “Construction Noise Assessment” in the Federal Transit Administration (FTA) 2018 Transit Noise and Vibration Impact Assessment Manual document: “Design Considerations and Project Layout: ○ Construct noise barriers, such as temporary walls or piles of excavated material, between noisy activities and noise-sensitive receivers. ○ Re-route truck traffic away from residential streets, if possible. Select streets with fewest homes if no alternatives are available.	• Applicant	Prior to issuance of grading permits.	**Monitoring Party:** • City of Pittsburg Planning Division **Monitoring Action:** • Confirm fixed noise sources associated with the project conform to the General Plan and City’s Municipal Code requirements.	Once during the City’s review of the project site plans.		

Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Verification of Implementation	
					Action	Date completed with Signature
○ Site equipment on the construction lot as far away from noise-sensitive sites as possible. ○ Construct walled enclosures around especially noisy activities, or clusters of noisy equipment. For example, shields can be used around pavement breakers, loaded vinyl curtains can be draped under elevated structures. Sequence of Operations: ○ Combine noisy operations to occur in the same time period. The total noise level produced will not be significantly greater than the level produced if the operations were performed separately. ○ Avoid nighttime activities. Sensitivity to noise increases during the nighttime hours in residential neighborhoods. Alternative Construction Methods: ○ Use specially quieted equipment, such as quieted and enclosed air compressors, mufflers, on all engines." • Post a construction site notice that includes the following information: job site address, permit number, name and phone number of the contractor and owner or owner's agent, hours of construction allowed by code or any discretionary approval for the Site, and City telephone numbers where violations can be reported. The notice shall be posted and maintained at the construction site prior to the start of construction and displayed in a location that is readily visible to the public and approved by the City.						
MM NOI-2: Construction Vibration. Follow the construction vibration mitigation measures listed in Step 5 within Section 7.2 "Construction Vibration Assessment" in the FTA 2018 Transit Noise and Vibration Impact Assessment Manual document. "Design Considerations and Project Layout • Route heavily loaded trucks away from residential streets. Select streets with the fewest homes if no alternatives are available. • Operate earth-moving equipment on the construction lot as far away from vibration-sensitive sites as possible. Sequence of Operations • Phase demolition, earth-moving, and ground-impacting operations so as not to occur in the same time period. Unlike	• Applicant • Construction Contractor	During the construction phase.	**Monitoring Party:** • City of Pittsburg Planning Division **Monitoring Action:** • Confirm implementation of mitigation measure during project construction.	During grading and throughout the construction phase as needed.		

Mitigation Measures	Implementation Party	Timing of Implementation	Monitoring Party and Monitoring Action	Monitoring Frequency	Verification of Implementation	
					Action	Date completed with Signature
noise, the total vibration level produced could be substantially less when each vibration source operates separately. • Avoid nighttime activities. Sensitivity to vibration increases during the nighttime hours in residential neighborhoods. Alternate Construction Methods • Avoid vibratory rollers and packers near sensitive areas. Vibration Mitigation Plan • Describe and commit to a mitigation plan that will be developed and implemented during the engineering and construction phase when the information available during the project development phase will not be sufficient to define specific construction vibration mitigation measures. The objective of the plan should be to minimize construction vibration damage using all reasonable and feasible means available. The plan should include the following components: ○ A procedure for establishing threshold and limiting vibration values for potentially affected structures, based on an assessment of each structure's ability to withstand the loads and displacements due to construction vibrations. ○ A commitment to develop a vibration monitoring plan during the engineering phase and to implement a compliance monitoring program during construction."						
Section 3.18: Tribal Cultural Resources						
Refer to Mitigation Measures CUL-1 and CUL-2.						

Exhibit C of Resolution No. 10178
General Plan Map Amendment

Fig. 1: Existing General Plan Designations

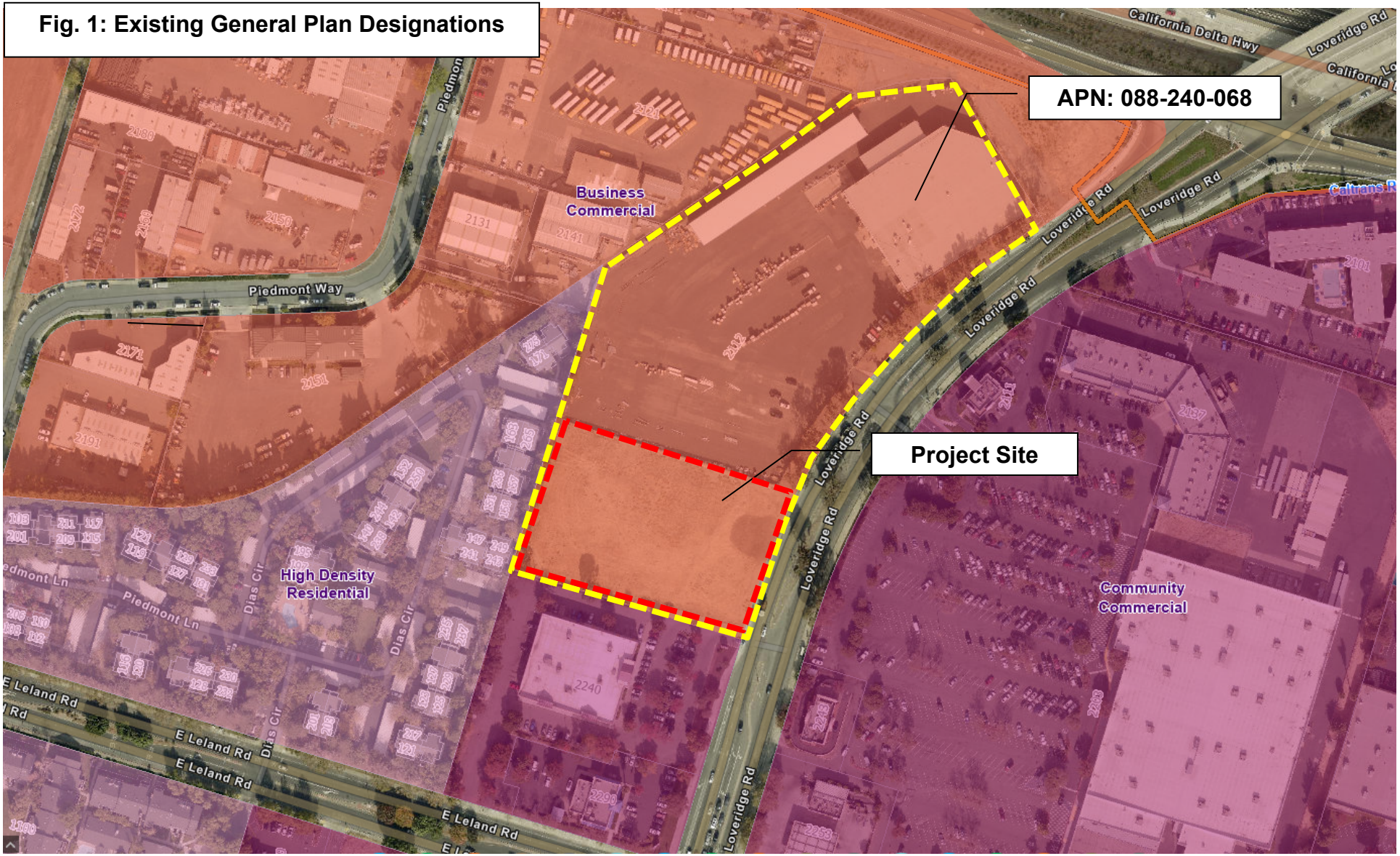
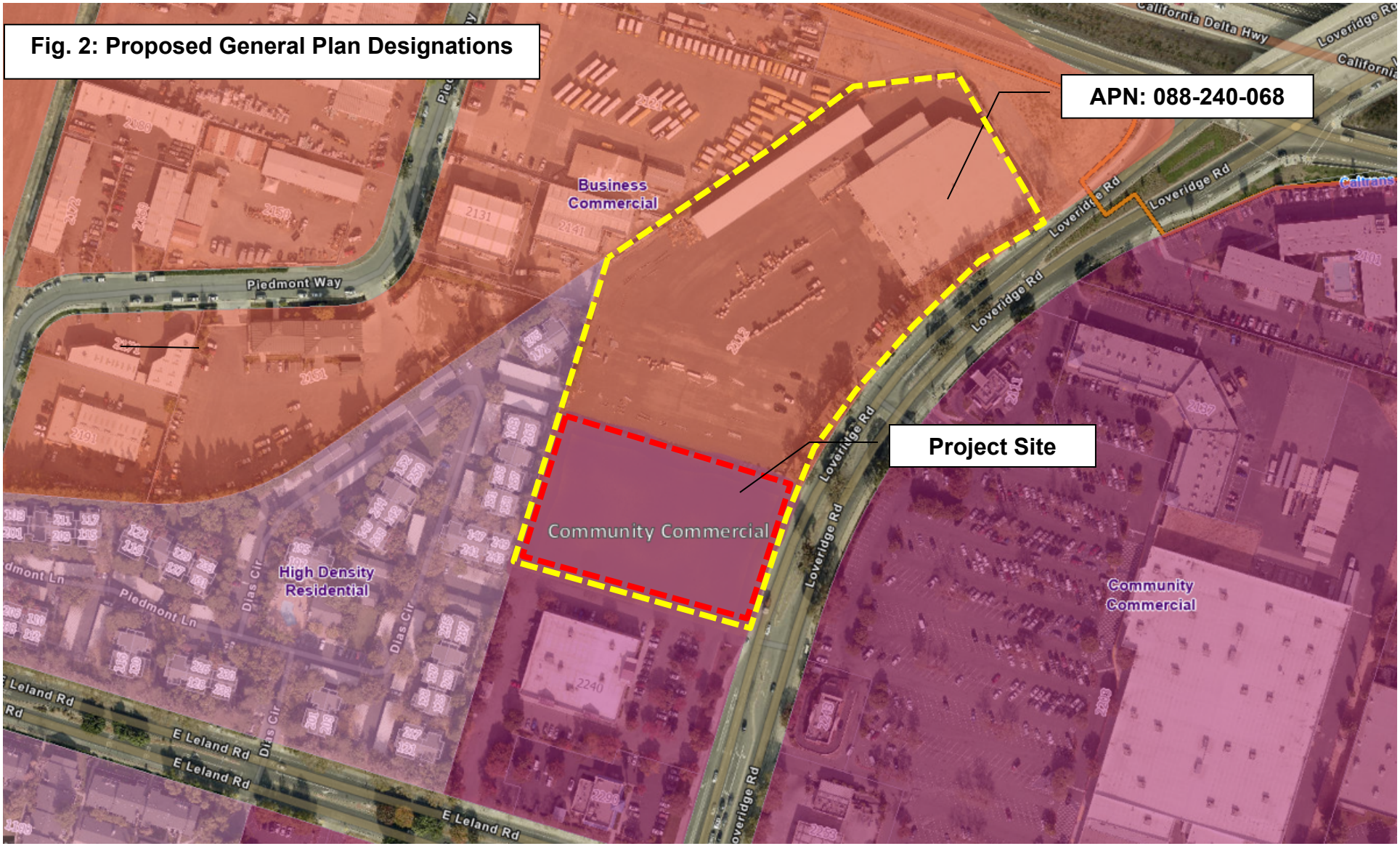


Exhibit C of Resolution No. 10178
General Plan Map Amendment



BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Approving a Zoning Map Amendment for a 115-Unit Hotel located at 2112 Loveridge Road, for "Home2Suites Hotel, AP-20-1536 (GP, RZ, UP, DR)	))))	ORDINANCE NO. 21-___

WHEREAS, on September 29, 2020, the Shaan Ibrahim of Platinum Hospitality LLC, filed Planning Application No. 20-1536, requesting approval of: 1) a General Plan amendment from land use designation Business Commercial to Community Commercial; 2) a zoning map amendment to CC-O (Community Commercial with a Limited Overlay in order to increase the maximum allowable floor area ratio to .69; 3) a use permit to establish a 115-room hotel; and 4) design review to construct a four-story 55,506-square-foot commercial building. The project site is located at 2112 Loveridge Road; APN 088-240-068; and

WHEREAS, on January 28, 2020, a preliminary plan review application was submitted to solicit feedback from the City's Land Use Subcommittee on a potential general plan and zoning map amendment of the site to facilitate the construction of a hotel and drive-through coffee shop. On January 28, 2020, the Land Use Subcommittee met to discuss the proposal, and were supportive of the project, stating a hotel would be beneficial to Pittsburg and would help in creating a hotel and services cluster in the vicinity. Concerns were raised regarding security at the site, for the safety of the guests staying there. It was recommended that a security plan be considered, as well as meeting spaces for guests and that high quality design, aesthetics and branding be considered with the development; and

WHEREAS, the currently proposed project is governed by the applicable goals and policies of the Pittsburg General Plan and the Pittsburg Municipal Code (PMC); and

WHEREAS, pursuant to PMC section 17.16.100, an applicant may request that two or more applications for separate discretionary approvals, including zoning amendments under Title 18 of this Code, requested or required in conjunction with a project be consolidated; and

WHEREAS, Pittsburg Municipal Code ("PMC") prior to approving a zoning map amendment, the City Council must find, in accordance with PMC 18.48.030, 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, the project is subject to the California Environmental Quality Act

(CEQA), and the State CEQA Guidelines (Public Resources Code section 21080). Pursuant to the provisions of the State CEQA Guidelines, an Initial Study was prepared for the project. Based on the analysis in the study, the Planning Manager determined that potentially significant effects of the project could be lessened through specified mitigations, and subsequently, a Mitigated Negative Declaration was prepared; and

WHEREAS, on August 9, 2021, a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) was distributed to the public for a 30-day review, in accordance with CEQA Guidelines section 15105(b). Public distribution of the NOI consisted of delivery to the County Clerk's Office, posting on the City's website, and direct mailing to all interested parties and owners/occupants of the properties directly contiguous with the project, in accordance with CEQA Guidelines section 15072; and

WHEREAS, on October 12, 2021, the Planning Commission considered the Initial Study prepared for the project and held a public hearing on Planning Application No. AP 20-1536 (GP, RZ, UP, DR), at which time oral and/or written testimony was considered, and adopted Resolution No. 10178, recommending City Council approval of the project in its entirety; and

WHEREAS, on or prior to November 4, 2021, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020, a "Notice of Public Hearing," for the November 15, 2021 public hearing on this item was published in the East County Times; was posted at City Hall; 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. The notice was also posted on www.nextdoor.com ("Nextdoor") and was sent directly to all subscribed residents in the "Diamond Hillside", "Los Medanos", "Mosaic Apartments" and the "Ventura" neighborhoods; and,

WHEREAS, on November 15, 2021, the City Council held a public hearing on General Plan Amendment, Rezoning, Use Permit, and Design Review Application No. AP-20-1536, 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. Based on the Staff Report entitled, "Adoption of a Resolution and Introduction and Waive First Reading of an Ordinance Approving the Home2Suites Hotel Project, AP-20-1536 (GP, RZ, UP, DR)," dated November 15, 2021, 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, in the custody of the Planning Manager, and based on all written and oral testimony presented at the meeting, the City Council finds that:

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

B. The Initial Study and draft Mitigated Negative Declaration prepared for this project were prepared in compliance with Public Resources Code section 21000

et seq (CEQA), and the City Council has independently reviewed and considered the information contained therein prior to approval of the project.

C. The requested zoning map amendment is consistent with the objectives, policies, general land uses, and programs specified in the General Plan, in that:

1. it will facilitate development on an infill site, thereby helping the City maintain a compact urban form (Goal 2-G-1) and emphasize concentrated commercial development (Goal 2-G-3);

2. it will facilitate the use of vacant infill land and an underutilized site that provides commercial opportunity (Goal 2-G-6);

3. it will support the development and expansion of regionally-oriented commercial activities within this area (Goal 2-G-14);

4. it will allow development in an area where public facilities and infrastructure are already available (Policy 3-P-1);

5. the project will not obscure views of the hills from adjacent properties or convert public spaces to private property (Policy 4-P-3); and

6. the mitigation monitoring and reporting program includes two mitigation measure (NOI-1 and NOI-2) to address potential impacts of noise generated in the construction phase of the project. With these mitigation measures in place, noise impacts would be minimized for adjacent properties (Goal 12-G-1).

D. Furthering economic development in the City directly addresses a major community need that has been vocalized for several years. In the Land Use Subcommittee Meeting held on January 29, 2020, participants in the meeting were supportive of the development the project as a way to create a hotel and services cluster. In addition, the development would have a positive impact on the City's general fund from transient occupancy tax (TOT) collection.

E. The requested zoning map amendment will be in conformity with the public convenience, general welfare, and good zoning practice, in that it will facilitate improvement of a long-standing blighted area, which could help eradicate existing problems that come with blighted sites, such as illegal dumping and loitering.

F. The staff report entitled "Adoption of a Resolution and Introduction and Waive First Reading of an Ordinance Approving the Home2Suites Hotel Project, AP-20-1536 (GP, RZ, UP, DR)," dated November 15, 2021, is referenced hereto as additional support for the findings.

SECTION 2. Adoption of Zoning Map Amendment. Based on the findings and the authority set forth in Section 1, the City Council hereby amends the Zoning Map, as referenced in Pittsburg Municipal Code, Title 18 (Zoning Ordinance) section 18.04.020, to

change the zoning for the project site from ‘IP’ to ‘CC-O’ District and adopting specific land use and development regulations as substantially presented in Exhibit A of this Ordinance; and

SECTION 3. Effective Date. This Ordinance shall be in full force and effective thirty (30) days after its adoption.

SECTION 4. Publication. The ordinance shall be posted and published in accordance with the California Government Code.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on November 15, 2021, and was adopted and ordered published at a meeting of the City Council held on _____, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Exhibit A to Ordinance No. 21-_____
Zoning Map Amendment

Fig. 1: Existing Zoning Designations

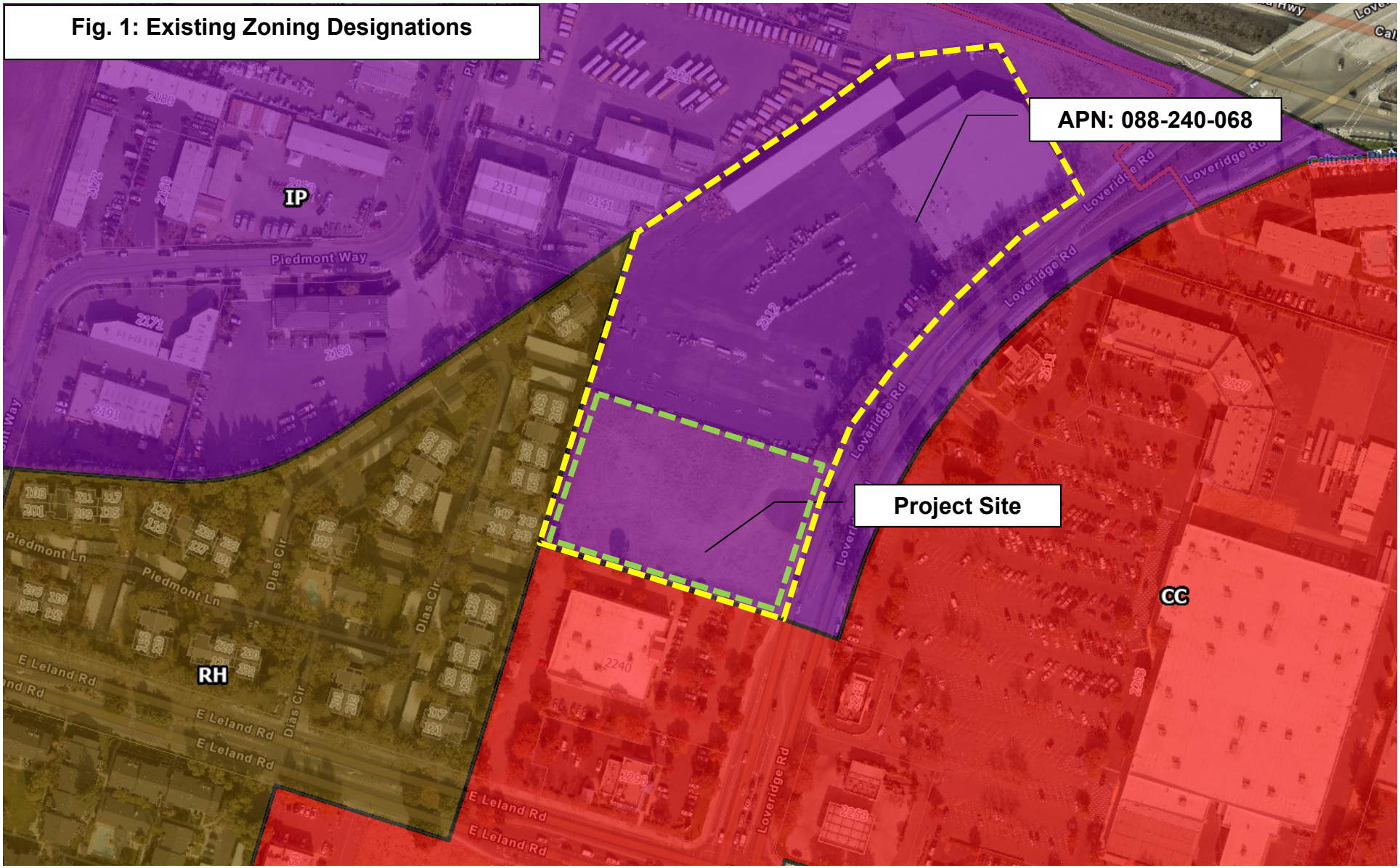
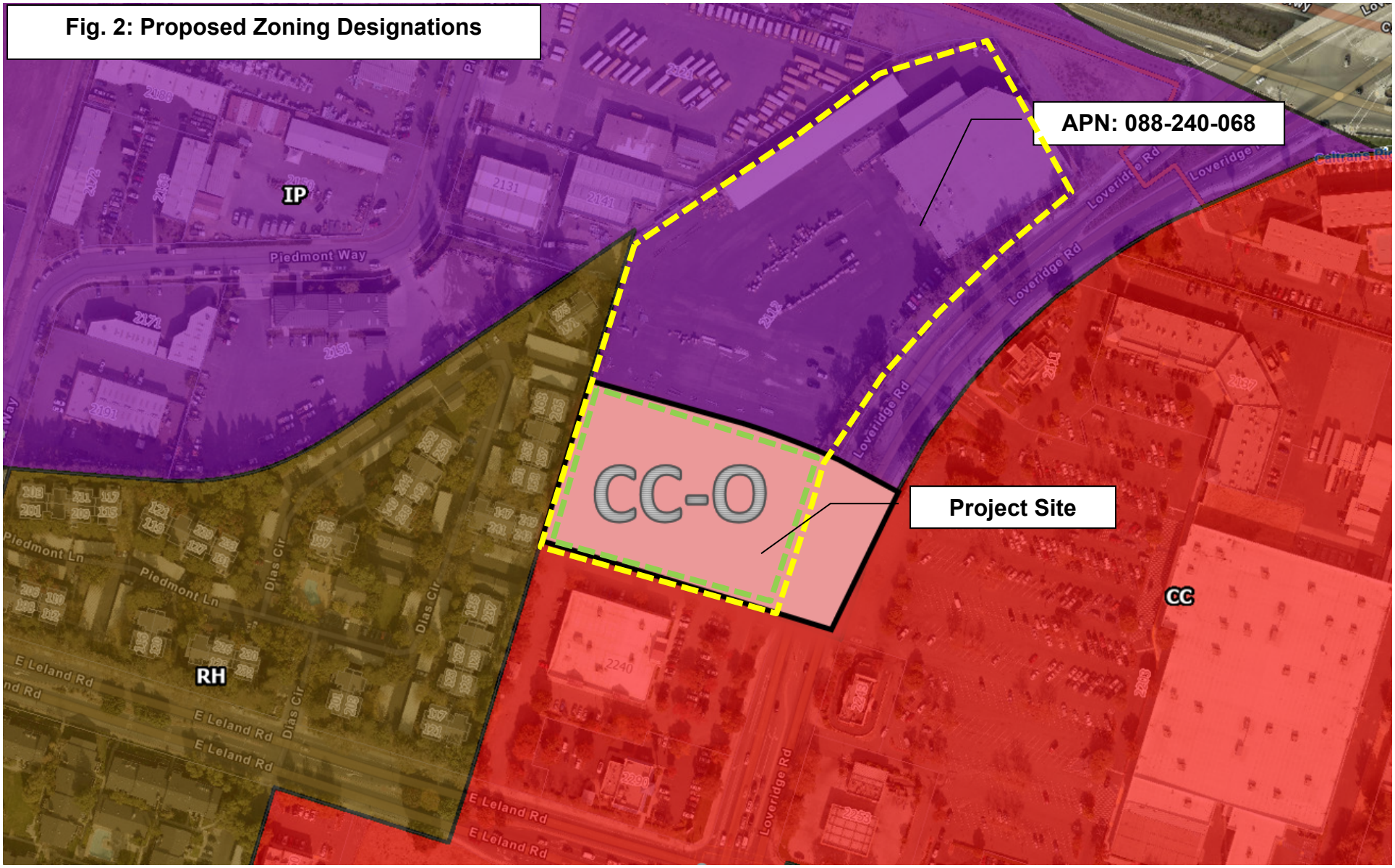


Exhibit A to Ordinance No. 21-_____
Zoning Map Amendment

Fig. 2: Proposed Zoning Designations



CC-O Regulations:

All allowed uses and development standards shall be the same as those of the base Community Commercial (CC) District, with the exception of the allowable Floor-Area Ratio (FAR) which shall be increased from 0.5 to 0.69.

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Recommending City Council Approval of a General Plan Map Amendment, Zoning Map Amendment, Use Permit, and Design Review for a 115-Unit Hotel, located at 2112 Loveridge Road, for "Home2Suites Hotel, AP-20-1536 (GP, RZ, UP, DR)."	)))))))	Resolution No. 10178

The Planning Commission of the City of Pittsburg DOES RESOLVE as follows:

Section 1. Background

A. On September 29, 2020, the Shaan Ibrahim of Platinum Hospitality LLC, filed Planning Application No. 20-1536, requesting approval of: 1) a General Plan amendment from land use designation Business Commercial to Community Commercial; 2) a zoning map amendment to CC-O (Community Commercial with a Limited Overlay in order to increase the maximum allowable floor area ratio to .69; 3) a use permit to establish a 115-room hotel; and 4) design review to construct a four-story 55,506-square-foot commercial building. The project site is located at 2112 Loveridge Road; APN 088-240-068.

B. On January 28, 2020, a preliminary plan review application was submitted to solicit feedback from the City's Land Use Subcommittee on a potential general plan and zoning map amendment of the site to facilitate the construction of a hotel and drive-through coffee shop. On January 28, 2020, the Land Use Subcommittee met to discuss the proposal, and were supportive of the project, stating a hotel would be beneficial to Pittsburg and would help in creating a hotel and services cluster in the vicinity. Concerns were raised regarding security at the site, for the safety of the guests staying there. It was recommended that a security plan be considered, as well as meeting spaces for guests and that high quality design, aesthetics and branding be considered with the development.

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

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

E. 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 adopted two amendments to the General Plan Land Use Element.

F. The California Government Code and Pittsburg Municipal Code (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 Commission conduct at least one public hearing prior to making its recommendation on a proposed general plan amendment.

G. Pittsburg Municipal Code ("PMC") section 18.16.020 identifies the Planning Commission as the advisory body to the City Council on proposed changes to the zoning map. Prior to making a recommendation, the Planning Commission must find, in accordance with PMC 18.48.030, 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.

H. The project is subject to the California Environmental Quality Act ("CEQA") (Public Resources Code 21000-21189) and the State CEQA guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387).

I. The proposed project is subject to the California Environmental Quality Act (CEQA), and the State CEQA Guidelines (Public Resources Code section 21080). Pursuant to the provisions of the State CEQA Guidelines, an Initial Study was prepared for the project. Based on the analysis in the study, the Planning Manager determined that potentially significant effects of the project could be lessened through specified mitigations, and subsequently, a Mitigated Negative Declaration was prepared.

J. On August 9, 2021, a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) was distributed to the public for a 30-day review, in accordance with CEQA Guidelines section 15105(b). Public distribution of the NOI consisted of delivery to the County Clerk's Office, posting on the City's website, and direct mailing to all interested parties and owners/occupants of the properties directly contiguous with the project, in accordance with CEQA Guidelines section 15072.

K. On or prior to October 1, 2021, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020, a "Notice of Public Hearing," for the October 12, 2021, public hearing on this item was published in the East County Times; was posted at City Hall; 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. The notice was also posted on www.nextdoor.com ("Nextdoor") and was sent directly to all

subscribed residents in the "Diamond Hillside", "Los Medanos", "Mosic Apartments" and the "Ventura" neighborhoods.

L. On October 12, 2021, the Planning Commission considered the Initial Study prepared for the project and held a public hearing on Planning Application No. AP 20-1536 (GP, RZ, UP, DR), at which time oral and/or written testimony was considered.

Section 2. Findings

A. Based on the Planning Commission Staff Report entitled, "Consideration of a Resolution Recommending City Council Approval of a General Plan Amendment, Zoning Map Amendment, Use Permit, and Design Review for Home2Suites Hotel, AP-20-1536 (GP, RZ, UP, DR)," dated October 12, 2021, 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 meeting, the Planning Commission finds that:

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

2. The Initial Study and Mitigated Negative Declaration have been independently reviewed and considered, prior to making a recommendation to the City Council.

General Plan Map Amendment

3. The requested General Plan map amendment is in the public interest, in that it will facilitate the use of the vacant parcel and help the City achieve its economic development objectives while reducing blight.

Zoning Map Amendment

4. The requested zoning map amendment is consistent with the objectives, policies, general land uses, and programs specified in the General Plan, in that:

   a. It will facilitate development on an infill site, thereby helping the City maintain a compact urban form (Goal 2-G-1).

   b. It will incentive the use of vacant infill land and revitalize an underutilized site (Goal 2-G-6).

   c. It will support the development and expansion of regionally-oriented commercial activities within this area (Goal 2-G-14).

   d. It will allow development in an area where public facilities and infrastructure are already available (Policy 3-P-1).

5. Furthering economic development in the City directly addresses a major community need that has been vocalized for several years. In the Land Use Subcommittee

Meeting held on January 29, 2020, participants in the meeting were supportive of the development the project as a way to create a hotel and services cluster. In addition, the development would have a positive impact on the City's general fund from transient occupancy tax (TOT) collection.

6. The requested zoning map amendment will be in conformity with the public convenience, general welfare, and good zoning practice, in that it will facilitate improvement of a long-standing blighted area, which could help eradicate existing problems that come with blighted sites, such as illegal dumping and loitering.

Use Permit

7. Will be in accordance with the objectives of the Zoning Ordinance, the purposes of the land use district in which it is located and will be appropriate to the specific location, in that a hotel is a conditionally permitted use in the proposed CC-O Zoning District in which it would be located. The proposed use is appropriate to the location given its proximity to State Route 4 and other commercial businesses.

8. Will not be detrimental to the health, safety and general welfare of the City, in that the operation of the proposed use does not involve hazardous materials. The hotel would located on an existing major arterial surrounded by commercial development, such that residential streets would not be impacted by the increase in traffic generated by the use.

9. Will not affect orderly development, in that the hotel would be constructed on a vacant infill site that is surrounded by existing residential and commercial development.

10. Will not adversely affect the preservation of property values and the protection of the tax base and other substantial revenue sources within the City, but rather would assist property values by improving a vacant site, and contribute to the City's general fund through payment of transient occupancy tax.

11. Be consistent with the General Plan, in that it will facilitate development of a vacant site and support the development of regionally-oriented commercial activities, consistent with General Plan Goals 2-G-1, 2-G-6 and 2-G-14.

12. Will not create a nuisance or enforcement problem within the neighborhood, in that it will be required to meet performance standards, as set forth by PMC chapter 18.82. The standards are intended to address potential ongoing safety, noise, odor, and maintenance concerns.

13. Will not create a demand for public services within the City beyond that of the ability of the City to meet in light of taxation and spending restraints imposed by law, in that the project site has access to existing infrastructure, including fire, police, and water.

14. Will not be inconsistent with the City's approved funding priorities, in that it does not require City funding to operate, and would generate substantial revenue through transit occupancy tax (TOT) which may be used to help fund various City operations.

Design Review

15. The project conforms with good taste, good design and in general will contribute to the character and image of the City as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high-quality, in that it will provide an attractive, modern-looking building within a highly-landscaped environment, and include a variety of guest amenities such as an outdoor pool and patio with seating and a fitness center, and market.

16. The project will protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable, if it complies with all applicable building codes and a condition of approval is added requiring the Project to provide the following in order to meet the State noise standard: a) mechanical ventilation; b) windows and glass doors rated STC 24 or higher; and c) vent ducts with at least two 90-degree turns.

17. The project will not be of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value; rather, construction of the hotel should heighten the appearance of neighborhood, improve property values, and attract additional investment in the area.

18. The project be in harmony with adjacent commercial development, in that the hotel design consists of a rectangular footprint with staggered walls, a neutral color scheme, and attractive landscaped surroundings. The building materials would also be complementary, in that they will include a textured exterior insulation and finish system (EIFS), cement fiber board, metal accent bands, and tiles along the base.

B. The staff report entitled "Consideration of a Resolution Recommending City Council Approval of a General Plan Amendment, Zoning Map Amendment, Use Permit, and Design Review for Home2Suites Hotel, AP-20-1536 (GP, RZ, UP, DR)," dated October 12, 2021, is referenced hereto as additional support for the findings.

Section 3. Recommendation

Based on the findings set forth above, the Planning Commission hereby recommends that the City Council adopt a resolution and ordinance (as applicable) to:

A. Adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program contained in Exhibits A and B of this resolution

B. Amend General Plan Figure 2-2 (Land Use Diagram) and Figure 2-4c (Loveridge Subarea) to change the land use designation of the properties described in section 1.A above, from a 'Business Commercial' to 'Community Commercial' as substantially presented in Exhibit C of this resolution;

C. 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;

D. Amend the Zoning Map, as referenced in Pittsburg Municipal Code, Title 18 (Zoning Ordinance) section 18.04.020, to change the zoning of the properties described in section 1.A above, from 'IP' to 'CC-O' District and adopting specific land use and development regulations as substantially presented in Exhibit D of this resolution; and

E. Approve a use permit and design review of architectural and landscape plans, subject to the conditions as substantially presented below

Planning Conditions

1. Conformity with Project Plans: The proposed project shall be constructed in substantial conformity with the project plans dated March 19, 2021, except as may be hereinafter modified. 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. Landscape Plans: The applicant shall submit a final landscape plan which identifies the total landscaped area, plant species and quantities in conformance with Pittsburg Municipal Code section 18.84.308. A minimum of 10% of the site must be landscaped.

3. Landscape Maintenance: The applicant or subsequent business owner or operator shall be responsible for maintaining landscaping in accordance with the approved landscape plan. Amendments or modifications to the approved landscape plan shall be submitted to the city planner for approval.

4. Bicycle Parking. The applicant shall maintain permanent, fixed bicycle racks or lockers for a minimum of ten bicycles. The final design and location of any new bicycle rack(s) shall be subject to review and approval by the Planning Division.

5. Photometric Plan: The developer shall provide a lighting and photometric plans showing the location, type, and design of all outdoor lighting. Final location and design shall be subject to review and approval by the Planning Division prior to installation.

6. Lighting: All lighting shall be arranged to reflect light away from adjoining properties and public rights-of-way. In general, lighting fixtures shall be shielded to prevent glare on adjoining properties and public rights-of-way.

7. Sign Permits: Building signage is not approved with this resolution. The applicant or business operator(s) shall submit proposed signs as part of separate sign permit applications, which shall be subject to review and approval by the Community Development Department prior to installation.

8. Trash Enclosure. The trash enclosure on site shall be consistent with the City of Pittsburg Trash Enclosure Design Standards and accommodate for refuse recycling

and organics. The final design, materials and location of the trash enclosure shall be subject to review and approval by the Planning Division

9. Peace and Order: The business operators shall be responsible for maintaining the peace and order on the premises. All necessary steps shall be taken to ensure that the customers refrain from incidents of violence that adversely impact the safety of the community. Should the business operators fail to control loitering, noise, public disturbances or incidents of violence, and in the event that the business necessitates an increased police presence, the Chief of Police may require the business owners to provide additional public safety measures, including but not limited to, video cameras, additional exterior lighting, hiring licensed and bonded security guards approved by the Police Department, or such other measures as determined necessary by the Chief of Police. Any such required additional measures shall be at the business owner's/operator's sole expense.

10. Site Maintenance: The site shall be kept clean and free of all graffiti, litter, debris and refuse at all times. All landscaping on site shall be kept weed free and maintained in a healthy and thriving condition. Outdoor storage shall be prohibited.

11. EV Spaces and EVSE: At least seven (7) Electric Vehicle (EV) spaces with Electric Vehicle Supply Equipment (EVSE) shall be installed, consistent with Guideline IV.D.4 of the City of Pittsburg Development Review Design Guidelines (Planning Commission Resolution No. 9864). The installed EVSE shall be 'Level 2', capable of charging at 30 amperes or higher at 208 or 240 volts. The appropriate permissive and regulatory signage shall be provided immediately adjacent to each EV space in accordance with California Manual on Uniform Traffic Control Devices and Title 24 of the California Building Code. Compliance with this condition shall be shown on the construction drawings and improvement plans submitted for building and engineering permits. The applicant may incorporate more conduit for additional EVSE in the future.

12. Air Filtration Systems: High efficiency air filters (MERV-13 equivalent or better) shall be installed and maintained throughout the heating, ventilation, and air conditioning systems for the hotel building. Compliance with this condition shall be shown on the construction drawings submitted for building permits.

13. Interior Noise: The hotel building design shall implement the following measures in order to reduce interior noise impacts in compliance with State noise standards:

    a) in order for windows and doors to remain closed, mechanical ventilation such as air conditioning shall be provided for all buildings;
    b) all windows and glass doors shall be rated STC 24 or higher such that the noise reduction provided will satisfy the interior noise standard of 45 dBA CNEL; and
    c) all vent ducts connecting interior spaces to the exterior (i.e., bathroom exhaust, etc.) shall have at least two 90 degree turns in the duct.

14. Utility Screening: All air conditioning units, utility boxes, transformers, backflow preventers, meters, and junction boxes shall be substantially screened from public

view using a block or retaining wall screen, wood/architectural screen, or dense landscaping screen consistent with Appendix 1 of the City of Pittsburg Development Review Design Guidelines (Planning Commission Resolution No. 9864). Compliance with this condition shall be shown on the construction drawings and improvement plans submitted for building and engineering permits, and the final design shall be subject to review and approval by the Community Development Department prior to issuance of said permits.

15. Gutters & Downspouts: All gutters and downspouts shall be placed behind exterior walls, consistent with Guideline IV.m of the City of Pittsburg Development Review Design Guidelines (Planning Commission Resolution No. 9864). Final gutter and/or downspout placement shall be identified on the construction drawings and shall be subject to review and approval by the Community Development Department prior to issuance of a building permit.

16. Solar Panels: The hotel building's roof shall be pre-wired to create a solar-ready surface, consistent with Guideline IV.D.1 of the City of Pittsburg Development Review Design Guidelines (Planning Commission Resolution No. 9864). Wiring details shall be included on the construction drawings and shall be subject to review and approval by the Community Development Department prior to issuance of a building permit.

17. Cool Roof: The hotel building shall incorporate a cool roof for reduction of heat island effect, consistent with Guideline IV.D.1.c of the City of Pittsburg Development Review Design Guidelines. Cool roofs shall meet the minimum solar reflectance requirements discussed under CalGreen Nonresidential Voluntary Measure A5.106.11 (see 2016 California Green Building Standards Code, Part 11). Compliance with this condition shall be shown on the construction drawings submitted for building permits.

18. Site Hardscapes: At least fifty percent of all outdoor hardscapes within the project shall use light colored materials with an initial solar reflectance value of at least 30 as determined in accordance with American Society for Testing and Materials (ASTM) Standards E1918 or C1549. Compliance with this condition shall be shown on the construction drawings and improvement plans submitted for building and engineering permits.

19. Green Building Features: The project shall meet the Nonresidential Mandatory Measures specified under the 2019 California Green Building Standards Code, Part II. In addition to those measures, the project shall implement the following Nonresidential Voluntary Measures:

A5.106.5.1	Designated parking for clean air vehicles
A5.106.11.2	Cool roof for reduction of heat island effect
A5.203.1	Energy efficiency. (Tier 1)
A5.303.2.3.1	Indoor water use – Tier 1 – 12-percent savings.
A5.303.4.1	Non-water supplied urinals.
A5.405.5	Cement and concrete.
A5.507.1	Lighting and thermal comfort controls.

A5.508.1.3 Hydrochlorofluorocarbons (HCFCs), or
A5.508.1.4 Hydrochlorofluorocarbons (HCFCs).

Compliance with this condition shall be shown on the construction drawings submitted for building permits.

Environmental Mitigation Measures

20. Environmental Mitigation Measures: The applicant shall comply with the environmental impact mitigation measures identified below. Where there may be a conflict between the mitigation measures of this resolution and the Mitigation Monitoring and Reporting Program (attached as Exhibit C of this resolution), the specific measures of this resolution shall govern.

    a. (Measure AIR-1) Implement Construction Best Management Practices: The applicant shall require all construction contractors to implement the basic construction mitigation measures recommended by the Bay Area Air Quality Management District (BAAQMD) to reduce fugitive dust emissions. Emission reduction measures will include, at a minimum, the following measures. Additional measures may be identified by the BAAQMD or contractor as appropriate:

        i. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) will be watered two times per day;
        ii. All haul trucks transporting soil, sand, or other loose material offsite will be covered;
        iii. All visible mud or dirt track-out onto adjacent public roads will be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited;
        iv. All vehicle speeds on unpaved roads will be limited to 15 miles per hour;
        v. All roadways, driveways, and sidewalks to be paved will be completed as soon as possible. Building pads will be laid as soon as possible after grading unless seeding or soil binders are used.
        vi. Idling times shall be minimized either by shutting equipment off when not in use or by reducing the maximum idling time to 5 minutes (as required by the California Airborne Toxics Control Measure Title 13, Section 2485 of the California Code of Regulations. Clear signage shall be provided for construction workers at all access points.
        vii. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator.
        viii. Post a publicly visible sign with the telephone number and person to contact at the City regarding dust complaints. This person will respond and take corrective action within 48 hours. The BAAQMD's phone number will also be visible to ensure compliance with applicable regulations.

b. (Measure AIR-2) The following condition shall be implemented during all phases of construction to reduce potential exposure of diesel particulate matter (DPM) emissions to sensitive receptors located near the project site:

Prior to the issuance of any demolition, grading, or building permits (whichever occurs earliest), the applicant and/or construction contractor shall prepare a construction operations plan that, during construction activities, requires all off-road equipment with engines greater than 75 horsepower to meet either the particulate matter emissions standards for Tier 4 Interim engines or be equipped with Level 3 diesel particulate filters. Tier 4 Interim engines shall, at a minimum, meet United States Environmental Protection Agency (EPA) or California Air Resources Board (CARB) particulate matter emissions standards for Tier 4 Interim engines. Alternatively, use of CARB-certified Level 3 diesel particulate filters on off-road equipment with engines greater than 75 horsepower can be used in lieu of Tier 4 Interim engines or in combination with Tier 4 Interim engines. The construction contractor shall maintain records documenting its efforts to comply with this requirement, including equipment lists. Off-road equipment descriptions and information shall include, but are not limited to, equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, and engine serial number. The applicant and/or construction contractor shall submit the construction operations plan and records of compliance to the City of Pittsburg.

c. (Measure BIO-1) Avoid Disturbance of Nesting Birds. If project activities occur during the nesting season for native birds (February 1 to August 31), the following measures shall be implemented to avoid or minimize the potential for adverse impacts on nesting migratory birds and raptors:

    i. Pre-construction nesting bird survey for species protected by the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code shall be conducted by a qualified biologist within a 100-foot radius of proposed construction activities for passerines and a 300-foot radius for raptors no more than 30 days prior to the start of construction activities.
    ii. If active nests are found, a qualified biologist shall determine the size of the buffers based on the nesting species and its sensitivity to disturbance. The size of the buffers may be reduced at the discretion of a qualified biologist, but no construction activities shall be permitted within the buffer if they are demonstrated to be likely to disturb nesting birds. Active nest sites shall be monitored periodically to determine time of fledging.

d. (Measure BIO-2) Compliance with the East Contra Costa County Habitat Conservation Plan / Natural community Conservation Plan. The project is located within and is implemented under the authority that is subject to the East Contra Costa County (ECCC) Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP). The project shall comply with the HCP/NCCP which includes the following steps:

i. Project proponent shall apply for take coverage from the City of Pittsburg using the HCP/NCCP Application Form and Planning Survey Report.
ii. The City of Pittsburg shall review the application for completeness and verify if there are required fees.
iii. The City of Pittsburg conditions project with applicable requirements of HCP/NCCP.
iv. If required, the project proponent shall pay the fees before or at grading permit (at first construction permit if no grading permit).
v. The project proponent shall conduct any required pre-construction monitoring, construction monitoring and avoidance measures as determined by the ECCC HCP/NCCP.

e. (Measure CUL-1) Cultural Materials Discovered During Construction. If any cultural resource is encountered during ground disturbance or subsurface construction activities (e.g., trenching, grading), all construction activities within a 50-foot radius of the identified potential resource shall cease until a Secretary of the Interior-qualified archaeologist evaluates the item for its significance and records the item on the appropriate State Department of Parks and Recreation 523 series forms. All forms and associated reports would be submitted to the Northwest Information Center (NWIC) of the California Historical Resources Information System (CHRIS). The archaeologist shall determine whether the resource requires further study. If, after the qualified archaeologist conducts appropriate technical analyses, the resource is determined to be eligible for listing on the California Register of Historical Resources (CRHR) as a unique archaeological resource as defined in PRC Section 15064.5, the archaeologist shall develop a plan for the treatment of the resource. The plan shall contain appropriate mitigation measures, including avoidance, preservation in place, data recovery excavation, or other appropriate measures outlined in PRC Section 21083.2.

f. (Measure CUL-2) Human Remains Discovered During Construction. If ground-disturbing activities uncover previously unknown human remains, Section 7050.5 of the California Health and Safety Code applies, and the following procedures shall be followed:

There shall be no further excavation or disturbance of the area where the human remains were found or within 50 feet of the find until the County Coroner and the appropriate City representative are contacted. Duly authorized representatives of the Coroner and the City shall be permitted onto the project site and shall take all actions consistent with Health and Safety Code Section 7050.5 and Government Code Sections 27460, et seq. Excavation or disturbance of the area where the human remains were found or within 50 feet of the find shall not be permitted to re-commence until the Coroner determines that the remains are not subject to the provisions of law concerning investigation of the circumstances, manner, and cause of any death. If the Coroner determines that the remains are 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 (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of the human remains and any associated grave goods with appropriate dignity, as provided in PRC Section 5097.98. If the MLD does not make recommendations within 48 hours, the landowner shall reinter the remains in an area of the property secure from further disturbance. If the landowner does not accept the MLD's recommendations, the owner or the MLD may request mediation by NAHC.

g. (Measure GEO-1) Implement Geotechnical Design Recommendations. Prior to issuance of grading permits, the applicant shall incorporate all design specifications and recommendations contained within the geotechnical investigation report into relevant project plans and specifications. These specifications pertain to but are not limited to expansive soils, building foundations, foundation drainage, and backfill of excavations. The project site plans shall be submitted to the City and reviewed as part of the building permit review process.

h. (Measure HYD-1) Prepare and Implement a SWPPP. Prior to the issuance of any construction-related permits, the applicant shall prepare and submit a Notice of Intent to the State Water Resources Control Board (SWRCB) and prepare a Stormwater Pollution Prevention Plan (SWPPP) in compliance with the National Pollutant Discharge Elimination System (NPDES) General Construction Permit. The SWPPP shall include a detailed, site-specific listing of the potential sources of stormwater pollution; pollution prevention measures (erosion and sediment control measures and measures to control non-stormwater discharges and hazardous spills); description of the type and location of erosion and sediment control best management practices (BMPs) to be implemented at the project site; and a BMP monitoring and maintenance schedule to determine the amount of pollutants leaving the project site. A copy of the SWPPP must be current and remain onsite. Water quality BMPs identified in the SWPPP could include but are not limited to the following:

    i. Surface water runoff shall be controlled by directing flowing water away from critical areas and by reducing runoff velocity. Diversion structures, such as terraces, dikes, and ditches, shall collect and direct runoff water around vulnerable areas to prepared drainage outlets.
    ii. Surface roughening, berms, check dams, hay bales, or similar devices shall be used to reduce runoff velocity and erosion.
    iii. Sediment shall be contained when conditions are too extreme for treatment by surface protection. Temporary sediment traps, filter fabric fences, inlet protectors, vegetative filters and buffers, or settling basins shall be used to detain runoff water long enough for sediment particles to settle out. Construction materials, including topsoil and chemicals,

shall be stored, covered, and isolated to prevent runoff losses and contamination of groundwater.

iv. Topsoil removed during construction shall be carefully stored and treated as an important resource. Berms shall be placed around topsoil stockpiles to prevent runoff during storm events.

v. Fuel and vehicle maintenance areas shall be established away from all drainage courses, and these areas shall be designed to control runoff.

vi. Temporary erosion control measures, such as silt fences, staked straw bales, and temporary revegetation, shall be employed for disturbed areas. No disturbed surfaces would be left without erosion control measures in place during the winter and spring months.

vii. A spill prevention and countermeasure plan shall be developed to identify proper storage, collection, and disposal measures for potential pollutants (such as fuel, fertilizers, pesticides, etc.) used onsite. The plan would also require the proper storage, handling, use, and disposal of petroleum products.

viii. Construction activities shall be scheduled to reduce land disturbance during peak runoff periods and to the immediate area required for construction. Soil conservation practices shall be completed during the fall or late winter to reduce erosion during spring runoff. Existing vegetation would be retained where possible. To the extent feasible, grading activities shall be limited to the immediate area required for construction.

i. (Measure NOI-1) Construction Activity. Implementation of the following multipart mitigation plan is required to reduce the potential construction period noise impacts.

i. Follow the construction time restrictions as listed in Policy 12-P-9 in the City of Pittsburg General Plan (General Plan) document and Section 18.82.040 in the City of Pittsburg Municipal Code.

ii. Follow the construction noise mitigation measures listed in Step 5 within Section 7.1 "Construction Noise Assessment" in the Federal Transit Administration (FTA) 2018 Transit Noise and Vibration Impact Assessment Manual document:

"Design Considerations and Project Layout:

- Construct noise barriers, such as temporary walls or piles of excavated material, between noisy activities and noise-sensitive receivers.
- Re-route truck traffic away from residential streets, if possible. Select streets with fewest homes if no alternatives are available.
- Site equipment on the construction lot as far away from noise-sensitive sites as possible.

Sequence of Operations:

- Construct walled enclosures around especially noisy activities, or clusters of noisy equipment. For example, shields can be used around pavement breakers, loaded vinyl curtains can be draped under elevated structures.
- Combine noisy operations to occur in the same time period. The total noise level produced will not be significantly greater than the level produced if the operations were performed separately.
- Avoid nighttime activities. Sensitivity to noise increases during the nighttime hours in residential neighborhoods.

Alternative Construction Methods:

- Use specially quieted equipment, such as quieted and enclosed air compressors, mufflers, on all engines."

iii. Post a construction site notice that includes the following information: job site address, permit number, name and phone number of the contractor and owner or owner's agent, hours of construction allowed by code or any discretionary approval for the Site, and City telephone numbers where violations can be reported. The notice shall be posted and maintained at the construction site prior to the start of construction and displayed in a location that is readily visible to the public and approved by the City.

j. (Measure NOI-2) Construction Vibration. Follow the construction vibration mitigation measures listed in Step 5 within Section 7.2 "Construction Vibration Assessment" in the FTA 2018 Transit Noise and Vibration Impact Assessment Manual document:

"Design Consideration and Project Layout

- Route heavily loaded trucks away from residential streets. Select streets with the fewest homes if no alternatives are available.
- Operate earth-moving equipment on the construction lot as far away from vibration-sensitive sites as possible.

Sequence of Operations

- Phase demolition, earth-moving, and ground-impacting operations so as not to occur in the same time period. Unlike noise, the total vibration level produced could be substantially less when each vibration source operates separately.
- Avoid nighttime activities. Sensitivity to vibration increases during the nighttime hours in residential neighborhoods.

Alternate Construction Methods

- Avoid vibratory rollers and packers near sensitive areas.

Vibration Mitigation Plan

- Describe and commit to a mitigation plan that will be developed and implemented during the engineering and construction phase when the information available during the project development phase will not be sufficient to define specific construction vibration mitigation measures. The objective of the plan should be to minimize construction vibration damage using all reasonable and feasible means available. The plan should include the following components:
    - A procedure for establishing threshold and limiting vibration values for potentially affected structures, based on an assessment of each structure's ability to withstand the loads and displacements due to construction vibrations.
    - A commitment to develop a vibration monitoring plan during the engineering phase and to implement a compliance monitoring program during construction."

Engineering Conditions – Fees

21. Improvement and Grading Plan Review fees. The applicant shall provide an initial payment for review of the grading and improvement plans with the first submittal. These fees are based on the engineer's estimated costs for site improvements and grading, which shall be submitted with the plans. The improvement plan check fee is 7% of the cost of the improvements. The grading plan check fee is 2.5% of the cost for grading, or it may be based upon cubic yards of earth disturbance as set forth in the City's Master Fee Schedule. Fifty percent (50%) of these total fees are to be paid with the initial submittal of plans and engineer's cost estimate. These initial payments will be credited towards the final fees as determined at engineering permit. The remainder of the fees shall be due payable prior to issuance of an engineering permit.

22. Improvement and Grading Inspection fees. The applicant shall pay the improvement and/or grading inspection fee(s) to the Engineering Division prior to the issuance of a single parcel development permit. The current improvement inspection fee is 6.75% of the engineer's estimated cost for improvements. The grading inspection fee is 3% of the engineer's estimated 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.

23. Facility Reserve Charge. Prior to the issuance of a building permit, 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 at the time of building permit issuance. 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.

24. Local Traffic Mitigation Fee. Prior to issuance of a building permit, the applicant shall pay the Local Transportation Mitigation Fee (PMC Chapter 15.90) (the "LTMF") amount in effect at the time of building permit issuance. The applicant 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. The LTMF is calculated by dividing the total fee share of improvement costs by the total number of Dwelling Unit Equivalencies ("DUE") in the City, as described in PMC Chapter 15.90 and the Pittsburg Local Transportation Mitigation Fee Program Update, copies of which are available from the City.

25. Regional Traffic Mitigation Fee. Prior to issuance of a building permit, the applicant shall pay the Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.103) (the "RTDIM") amount in effect at the time of building permit issuance. 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.

26. GIS Update. Prior to the issuance of an engineering permit, the applicant shall pay the Geographic Information System (GIS) fee as set forth in the City's Master Fee Schedule. The current fee is $114.19 plus $0.06/sf of parcel improvements for non-residential uses.

27. 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 shall be paid at the time of first plan check submittal, and they may include all costs associated with the preparation of special studies, additional staff time, and/or reviews of the special studies if studies are prepared by the applicant's engineer.

<u>Engineering Conditions – Submittals</u>

28. Improvement Plans. The applicant shall submit five (5) copies of the engineering plans to the Engineering Division for review and approval. The plans shall be prepared by a registered civil engineer, to include but not be limited to the following:

- A Site Plan
- A Grading and Drainage Plan
- A Utilities Plan
- A Landscaping Plan and Irrigation Plan
- An Erosion and Sedimentation Control Plan
- Offsite Improvements due to Project Impacts

29. 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 a site development permit.

Engineering Conditions – NPDES

30. Stormwater Pollutants: The applicant shall incorporate long-term best management practices (BMP's) for the reduction or elimination of storm water pollutants. The project design shall incorporate wherever feasible, the following long term BMPs to limit pollutant generation, discharge, and runoff. Such source control design measures may include:

- Incorporating landscaping that minimizes irrigation and runoff, promotes surface infiltration where possible, minimizes the use of pesticides and fertilizers, and incorporates appropriate sustainable landscaping practices.
- Providing covered trash, food waste, and compactor enclosures;
- Using pavers for walkways and other appropriate hardscape surfaces to minimize impervious areas;
- Minimizing the amount of directly connected impervious surface area;
- Marking all storm drains with "No Dumping, Drains to Delta" messages;
- Constructing concrete driveway weakened plane joins at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter;
- Plumbing of the following discharges to the sanitary sewer, subject to Delta Diablo's authority and standards
- Discharges from indoor floor mat/equipment/hood filter wash racks or covered outdoor wash racks for restaurant
- Dumpster drips from covered trash and food compactor enclosures.
- Discharges from outdoor covered wash areas for vehicles, equipment, accessories
- Fire sprinkler test water, if discharge to onsite vegetated areas is not a feasible option.

31. Stormwater Pollution Protection During Construction: Prior to the issuance of a grading permit, the applicant shall submit an Erosion and Sedimentation Control Plan or Stormwater Pollution Prevention Plan (if the project requires a permit from the State Water Resources Control Board under the provisions of the General Construction Permit) to the Engineering Division for review. The Stormwater Pollution Prevention Plan measures 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.

32. Consistency with Stormwater Control Plan. Grading, improvement, and/or building plans shall be consistent with the approved Stormwater Control Plan. The applicant shall submit a complete Stormwater Control Plan and Report compliant with the

requirements set forth in the City's most current NPDES permit. The C.3 treatment facilities shall be adequately sized to treat the stormwater runoff from the associated drainage management areas. The grading and/or building plans shall include drawings and specifications necessary to implement all measures in the approved Stormwater Control Plan. Design features should incorporate low impact development design standards as outlined in the most current edition of the Contra Costa Clean Water Program's C.3 Guidebook. These features include limiting directly connected impervious area, and incorporating pervious pavements, self-retaining areas, treatment BMPs, permanent stormwater control BMPs, and other features that control stormwater flow and potential for stormwater pollutants. Grading and/ or building permits shall not be issued until this condition is met to the satisfaction of the Engineering and Planning Divisions.

33. Operations and Maintenance Plan. The applicant shall submit a Stormwater BMP Operation and Maintenance Plan for the continuous maintenance of all C.3 facilities constructed to meet the C.3 requirements of the project. The final plan shall be submitted to the Engineering Division prior to the certificate of occupancy.

34. Operation and Maintenance Agreement and Right of Entry. The applicant shall execute the Operations and Maintenance Agreement and Right of Entry, which pertain to the transfer of ownership and / or long-term maintenance of stormwater treatment BMPs or hydrograph modification BMPs prior to the issuance of a certificate of occupancy. The Guidelines for the preparation of Stormwater BMP Operation and Maintenance Plans are found on the Contra Costa County Clean Water Program website (www.cccleanwater.org) or the Stormwater C.3 Guidebook, most current edition.

Engineering Conditions – Utilities

35. Off-Site Capacity Evaluation. The applicant shall evaluate the existing, receiving storm, sewer, and water facilities for adequate capacity and provide the results to the City to identify any service or supply problems. The cost for installation of additional facilities required to be constructed to accommodate the project shall be borne by the applicant.

36. Sanitary Sewer: The applicant shall provide six-inch sanitary sewer laterals located five feet horizontally from the water service lateral, with a two-way cleanout at the property line.

37. Utility service connections. The applicant shall provide water and sewer service connections to the project parcel directly from the service mains. Service lines are not to be installed from adjacent parcels.

38. Frontage Improvements. The applicant shall remove and replace all damaged / lifted portions of sidewalk fronting the project along Loveridge Road. Driveway approaches shall meet ada requirements.

39. Trash Enclosure. The applicant shall provide an adequately sized trash enclosure,

sized to accommodate trash recycling, and organics collection. In addition, the enclosure shall be fitted with hot and cold water service, and be plumbed to a pretreatment facility before connection to sanitary sewer.

Engineering Exactions (CFD inclusion)

40. Annexation Documentation for CFD 2005-1. The applicant shall agree to annex into the Community Facilities District 2005-1, which is for public safety services. The fees collected will provide funding for an increase of police coverage in the area. The rate of the CFD 2005-1 fee is subject to City Council Resolution No. 05-10342. 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 2005-1 Public Safety Services Community Facilities District (CFD 2005-1), prior to the issuance of any building or engineering permits.

41. Annexation Documentation for CFD 2017-1. The applicant shall agree to annex into the Community Facilities District 2017-1, which 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.

Standard Conditions

42. Sales Tax Payments. Any purchase, acquisition, and/or supply of goods and materials, as well as any new or replacement equipment and supplies purchased by the Applicant or its contractors, subcontractors, agents or affiliates, subject to the limitation set forth below, in connection with this Project shall be apportioned and paid to and at the applicable sales tax rate in effect for the City as administrated by the California Department of Tax and Fee Administration ("CDTFA"); provided, however, that Applicant shall only be required to use commercially reasonable efforts to ensure compliance with this subsection from its contractors, subcontractors, agents, or affiliates. At no point may Applicant or its contractors, subcontractors, agents or affiliates contractually agree to waive or share sales and use taxes from this Project with any other city, county or other entity in the State of California, regardless of agreement they might have with another jurisdiction where they have offices or conduct business. The City of Pittsburg will be the sole jurisdiction of record to the transfer of title. Applicant and its contractors, subcontractors, agents and affiliates shall comply with the Sales and Use Tax Requirements ("Requirements") set forth below and all CDTFA requirements. If the City becomes aware of modifications necessary to such Requirements, City may propose to incorporate new or revised requirements, subject to Applicant's agreement which shall not be unreasonably withheld, conditioned or delayed.

Applicant, its contractors, subcontractors, agents or affiliates, and/or future project owners and/or operators, as applicable, shall adhere to the following steps in effort

to maximize the City's allocation of sales and use taxes associated with project construction and operations by taking the following steps:

- Prior to issuance of a grading or building permit or within 60 days of the effective date of this approval, whichever comes first, the developer shall register with the CDTFA and keep such registration current throughout the operational life of the project.

- Apply for a Use Tax Direct Pay Permit. Upon receipt of registration, provide a copy to the City and/or their consultant for verification.

- Self-accrue and pay use taxes in accordance CDFTA requirements.

- Report local and district use taxes to CDFTA on applicable use tax returns.

- Applicant shall use commercially reasonable efforts to endeavor to require all contractors, subcontractors, agents and affiliates providing building materials and fixtures, such as but not limited to, bulk lumber, concrete, structural steel and pre-fabricated building components to be used in connection with the construction and development of, or incorporated into, the Project, to:

    - obtain a Seller's Permit;
    - issue a resale certificate to any supplier of material that will allow it to buy property without payment of tax:
    - file timely Sales and Use tax returns and report local tax on materials consumed and fixtures sold by the contractor, subcontractor, agent or affiliate based on the sole jobsite location located in the City of Pittsburg;
    - elect to obtain a sub permit for the job site of any contract valued at Five Million Dollars ($5,000,000) or more enabling the contractor, subcontractor, agent or affiliate to make a direct allocation of the tax based on the jobsite located in the City of Pittsburg; and
    - otherwise designate the Property as the place of use of materials used in the construction of the Project in order to have the full local use tax portion of the sales and use tax distributed directly to the City of Pittsburg.

- Applicant shall use commercially reasonable efforts to endeavor to require and instruct each of its contractors, subcontractors, agents and affiliates to cooperate with the City to ensure the local use tax is allocated to City of Pittsburg.

- To assist City in its efforts to ensure that the full amount of such local sales/use tax is allocated to the City, Applicant or its General Contractor shall provide City with a quarterly spreadsheet, which includes a list of all subcontractors, agents or affiliates with contracts in excess of the amount set forth above, a description of all applicable work, and the dollar value of such subcontracts or agreements. City or City's consultant may use the

information provided it to contact each contractor, subcontractor, agent or affiliate to determine which may qualify to register the jobsite for allocation of the local use tax to the City of Pittsburg.

43. Grounds for Revocation: Operation in a manner inconsistent with that described in the report, violation of a zoning regulation or condition of this resolution, existence of a public nuisance, or conviction of a federal or state law or city ordinance in connection with the operation of the use shall be grounds for revocation of the use permit (PMC section 18.28.100).

44. Standard Conditions of Development: The Standard Conditions of Development as adopted by the Pittsburg Planning Commission by Resolution No. 8931 shall apply as conditions of approval for this project as applicable. Where there is a conflict between the Standard Conditions of Development and the project-specific conditions identified in this resolution, the specific conditions of this resolution shall govern.

45. Other Agency Requirements: The applicant shall comply with all the requirements of the City's Community Development Department, Contra Costa County Fire Protection District, and all other applicable local, state and federal agencies. It is the responsibility of the applicant to contact each local, state, or federal agency for requirements that may pertain to this project.

46. Indemnification: The applicant agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person challenging the validity of this project approval, subsequent project approval, or other action arising out of, or in connection with, this project approval. The parties shall cooperate in defending such action or proceeding. The parties shall use reasonable efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel at applicant's sole cost and expense. The applicant may select its own legal counsel to represent the applicant's interests at the applicant's sole cost and expense. The applicant shall pay for City's costs of defense, whether directly or by timely reimbursement to City on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent responding to and defending the claim, action or proceeding.

47. Expiration of Approval: Use permit and design review approval will expire on *[DATE TO BE DETERMINED BY CITY COUNCIL APPROVAL]*, unless a building permit or grading permit has been issued or a written request for extension is filed with the Planning Division prior to the expiration date and subsequently approved by the Planning Commission. The approval shall be valid for no more than six months from the date of building or grading permit issuance unless work is commenced and diligently pursued prior to the expiration of the building or grading permit. The term of the use permit approval shall be co-terminus with the design review approval for this project.

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner Coniglio, seconded by Commissioner C. Moreno, the foregoing resolution was passed and adopted the 12th day of October 2021, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES: Coniglio, Foster, C. Moreno, H. Moreno Jr., Perkins, Robinson

NAYES:

ABSTAIN:

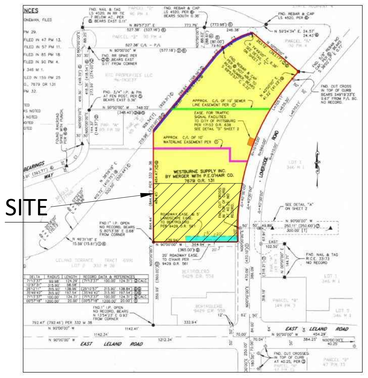
ABSENT: Popova

I hereby certify that the above Resolution No. 10178 was adopted by the Planning Commission of the City of Pittsburg on October 12, 2021.

JORDAN DAVIS, AICP, SECRETARY
PITTSBURG PLANNING COMMISSION

HOME 2 SUITES

VICINITY MAP:



DRAWING INDEX

ARCHITECTURAL

T-0	COVER SHEET
A-1.0	SITE PLAN
A-1.0A	TRASH ENCLOSURE
A-2.1	FIRST AND SECOND FLOOR PLAN - HOME 2 SUITES
A-2.2	THIRD AND FOURTH FLOOR PLAN - HOME 2 SUITES
A-2.3	ROOF PLAN - HOME 2 SUITES
A-2.4	ELEVATIONS - HOME 2 SUITES
A-2.9	SECTIONS - HOME 2 SUITES
A-2.10	SAMPLE BOARD

PROJECT DATA

SITE ADDRESS	2112 LOVERIDGE ROAD, PITTSBURG, CA-94565
BUILDING DESCRIPTION:	
A.P.N.	088-240-068
ZONING:	IP INDUSTRIAL PARK
TYPE OF CONSTRUCTION:	V-A
SPRINKLER:	YES (DEFERRED SUBMITTAL)
AUTOMATIC SPRINKLER -	NFPA 13
HEIGHT OF BUILDING	52'1"
NO. OF STORIES:	4
OCCUPANCY:	R-1/B/A2/A3
ALLOWABLE HEIGHT OF BUILDING AS PER CODE	50'0"
PERMITTED BUILDING HEIGHT AS PER SUBMITTAL	52'1"
PLOT AREA - 2.09ACRES	91000.00± SQ.FT.
PROPOSED FIRST FLOOR AREA	15333 SQ.FT.
PROPOSED SECOND FLOOR AREA	15428 SQ.FT.
PROPOSED THIRD FLOOR AREA	15428 SQ.FT.
PROPOSED FOURTH FLOOR AREA	15428 SQ.FT.
TOTAL BUILT UP AREA	61617 SQ.FT.
PORTE COCHERE AREA	960.50 SQ.FT.
TRELLIS AREA	264.49 SQ. FT.
PROPOSED AREA	62839.99 SQ.FT
PROPOSED BUILDING COVERAGE (FOOT PRINT)	15333 SQ.FT. (16.85%)

SCOPE OF WORK :
CONSTRUCTION OF NEW HOTEL
CONSISTING OF 115 OF GUEST ROOMS/OUTDOOR SWIMMING POOL/ BAR/ FITNESS CENTER/
PARKING FOR 120 INCLUDING 5 ACCESSIBLE PARKING, 1 ACCESSIBLE VAN, 10 BICYCLE PARKING
LENGTH OF STAY FOR GUESTS TO BE TRANSIENTS NOT MORE THAN 30 DAYS.

OWNER INFORMATION

OWNER	: PLATINUM HOSPITALITY INC.
ADDRESS	: 2838 COLEMAN GLEN LANE, SANTA ROSA, CA 9540
PHONE	: +17076956559

CONSULTANTS

ARCHITECTS	: I & A ARCHITECTS INC.
ADDRESS	: 855 SANSOME STREET, SUITE 200, SAN FRANCISCO, CA 94133
CONTACT	: ARVIND S IYER AIA
	: PROJECT ARCHITECT
PHONE	: 415-362-4937 X (103)
FAX	: 415-362-8158
EMAIL	: iyer@iyerarch.com
PROJECT CO-ORDINATOR	: ARK STUDIO INC.
CONTACT	: REZA KABUL
ADDRESS	: 219 VALLEY OAKS DR, ALAMO, CA 94507
PHONE	: 510-965-2073
EMAIL	: reza@arkstudioinc.us
CIVIL ENGINEER	: ALLAN HADDOX, HADDOX CONSULTING ENGINEERS.
ADDRESS	: 190 S.ORCHARD AVENUE SUITE, C-120d, VACAVILLE, CA95688
CONTACT	: ALLAN HADDOX
PHONE	: 707-624-6494
EMAIL	: ahaddox@haddoxconsulting.com
STRUCTURAL ENGINEER	: ARMIN MASROOR
EMAIL	: armin@amsdesignllp.com
ELECTRICAL / PLUMBING / MECHANICAL	
ENGINEER	: M+R ENGINEERING CONSULTANTS INC
ADDRESS	: 39210 STATE STREET SUITE 106, FREMONT CA 94538
CONTACT	: RAMIL BATIANCILA, P.E.
	: ELECTRICAL ENGINEER
	: THOMAS MATTHEWS
	: ELECTRICAL MANAGER
PHONE	: 510-509-2362
	: 510-7449-4862
EMAIL	: ramil@mrengcon.com
	: thomas@mrengcon.com
LANDSCAPE	: RIPLEY DESIGN
ADDRESS	: 1615 BONANZA STREET, SUIT 314 WALNUT CREEK, CA 94596
CONTACT	: ANNIKA CARPENTER
PHONE	: 925-938-7377
EMAIL	: acarpenter@ripleydesign.com

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LICENSED ARCHITECT
ARVIND S. IYER
C15353
REN. 02/28/2023
STATE OF CALIFORNIA

ARK STUDIO, INC
ARCHITECTURE | INTERIOR | PLANNING
CALIFORNIA(USA)

HOME 2 SUITES BY HILTON
2112 LOVERIDGE RD, PITTSBURG, CA 94565

Sheet
COVER SHEET

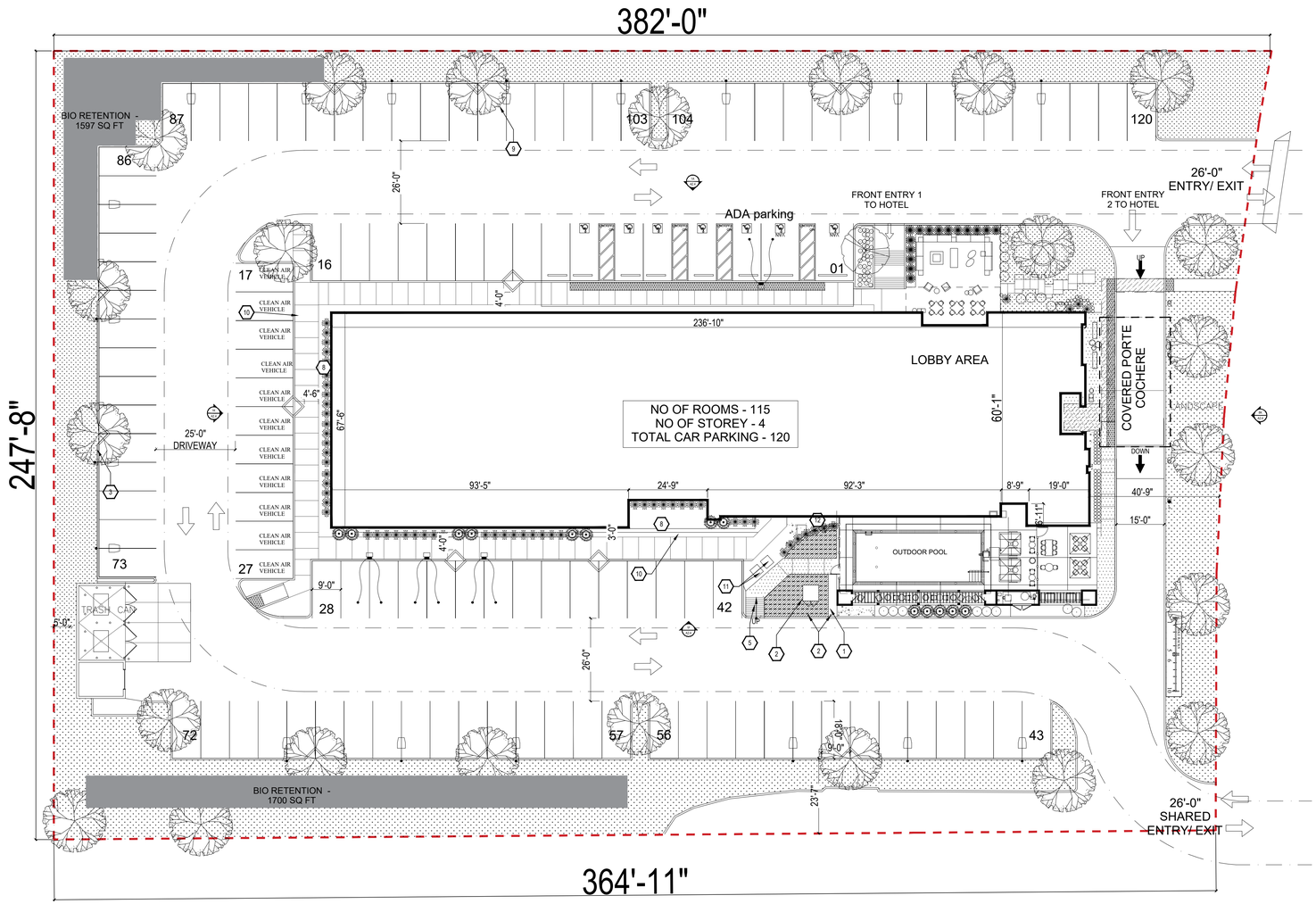
Date	Issued for:

Drawn by ARD

Checked by AMB

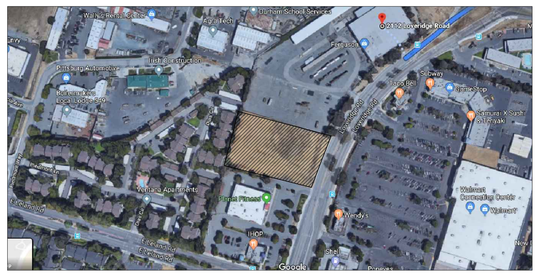
Scale: AS NOTED

Project no.	Sheet no.
12160725	T-0



1 **PROPOSED SITE PLAN**
SCALE: 1" =20'0"

PARKING SUMMARY	
TOTAL PARKING	120 NOS
STANDARD PARKING SPACES	97
STANDARD ACCESSIBLE	04
VAN ACCESSIBLE	01
BICYCLE PARKING SPACES	10
CLEAN AIR VEHICLE	10
EVCS PARKING	06
EVCS ACCESSIBLE PARKING	01
EVCS VAN ACCESSIBLE PARKING	01



RECOMMENDED LIGHTING

SITE LIGHTING
(P-1) EXTERIOR POLE LIGHT
(P-2) IN-GROUND FLAG UPLIGHT (EQUIVALENT TO 175 WATT METAL HALIDE)
(P-3) IN-GROUND AMBIENT UPLIGHT

MATERIAL LEGEND:

- GRASS
- DECORATIVE CRUSHED LANDSCAPE STONE
- MULCHED AREA
- PAVING #1 - COLORED CMU BLOCK WITH EXPOSED AGGREGATE FINISH
- PAVING #2 - STAMPED CMU BLOCK, COLORED TO MATCH PAVING #1

NOTE_ 6" CURB

KEY NOTES:-

1. 48" HIGH 6" DIA. CONC. FILLED STL. BOLLARDS
2. PROPOSED TRANSFORMER & CMU BLOCK PAD LOCATION - ADJUST LOCATION AS REQUIRED TO MEET LOCAL CODES & UTILITY ACCESS
3. PARKING LOT & DRIVEWAY LIGHTING
4. MONUMENT SIGN LOCATION
5. ACCESSIBLE CURB RAMP TO MEET ALL ACCESSIBILITY REQUIREMENTS. MAXIMUM SLOPE OF RUN 1:12 (1:14 RECOMMENDED), MAXIMUM CROSS SLOPE OF 1:48 (1:64 RECOMMENDED). REFER TO THE **HADG** FOR FURTHER INFORMATION.
6. ACCESSIBLE PARKING SPACES, SIGNAGE, LOGOS, WHEEL STOPS & ACCESS AISLES MUST MEET ALL ACCESSIBILITY REQUIREMENTS - PROVIDE SPACES IN SIZE, QUANTITY & LOCATIONS REQ'D BY ACCESSIBILITY AND BY APPLICABLE CODES AS DETERMINED BY LOCAL JURISDICTION . PROVIDE A MAXIMUM SLOPE IN EITHER DIRECTION OF 1:48 (1:64 RECOMMENDED). REFER TO **HADG** FOR FURTHER INFORMATION.
7. FLAGPOLE WITH IN-GROUND UPLIGHT
8. PAVED WALKWAY- SLOPE AWAY FROM BLDG. (MAX 2% CROSS SLOPE) – SILICA-BASED AGGREGATE
9. PAINTED PARKING STRIPE ON PAVEMENT SURFACE, TYP.
10. CONTINUOUS CMU BLOCK CURB - TYP.
11. CONDENSING UNIT LOCATION
12. ACCESSIBLE PATH AWAY FROM BUILDING
13. LINE OF CANOPY ROOF ABOVE
14. ACCESSIBLE ROUTE FROM ACCESSIBLE PARKING TO BUILDING ENTRANCE. PROVIDE A RUNNING SLOPE OF MAXIMUM 1:20 AND A CROSS SLOPE OF MAXIMUM 1:48 (1:64 RECOMMENDED). REFER TO **HADG** FOR FURTHER INFORMATION.

BUILDING PUBLIC AREAS	
FITNESS CENTRE	560
GUEST LAUNDRY	79
FOOD PREPARATION	182
BREAKFAST, BUFFET	662
PUBLIC RESTOOMS	116
GUEST ROOM LOBBY	845
BACK OF HOUSE	994

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STATE OF CALIFORNIA

ARK STUDIO, INC
ARCHITECTURE | INTERIOR | PLANNING
CALIFORNIA(USA)

HOME 2 SUITES BY HILTON

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PITTSBURG, CA 94565

Sheet
SITE PLAN

Date	Issued for:

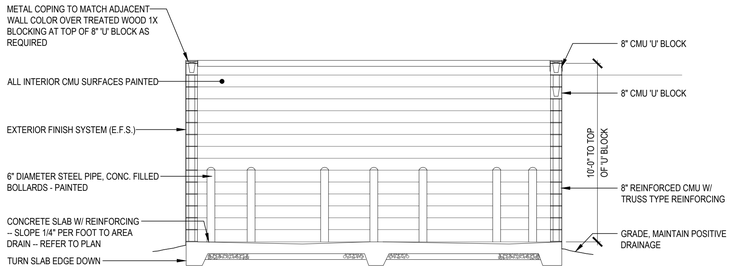
Drawn by ARD

Checked by AMB

Scale: AS NOTED

Project no. **12160725**

Sheet no. **A-1.0**

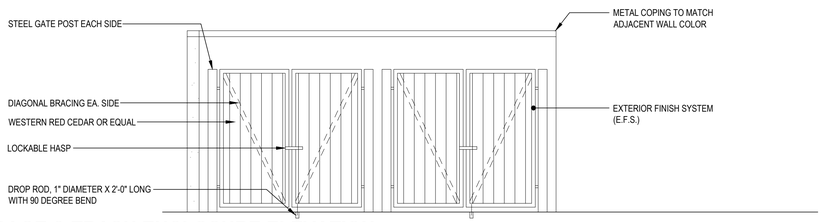


1M STORAGE & TRASH ENCLOSURE SECTION

SCALE: 1/4" =1'0"

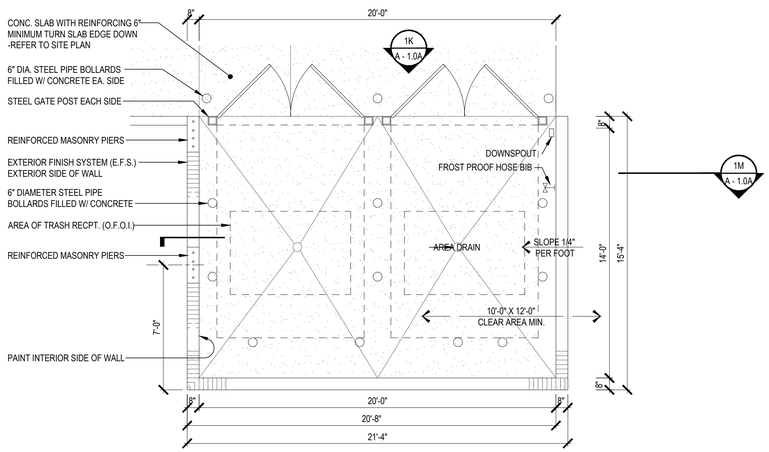
NOTES:

1. VERIFY DRAINAGE REQUIREMENTS WITH HEALTH INSPECTOR
2. PROVIDE CEILING MOUNTED LIGHT AND DUPLEX OUTLET IN STORAGE
3. DUMPSTER ENCLOSURE EXTERIOR FINISH TO MATCH FINISH OF MAIN HOTEL / TOWER
4. ADDITIONAL SPACE MAY BE NEEDED FOR RECYCLING. DESIGNER TO COORDINATE REQUIREMENTS WITH LOCAL SERVICE
5. INTERIOR WALLS AND CEILINGS PAINTED FINISH AT MINIMUM



1K STORAGE & TRASH ENCLOSURE ELEVATION

SCALE: 1/4" =1'0"



1A STORAGE & TRASH ENCLOSURE PLAN

SCALE: 1/4" =1'0"

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Sheet
TRASH CAN ENCLOSURE
HOME 2 SUITES

Date	Issued for:

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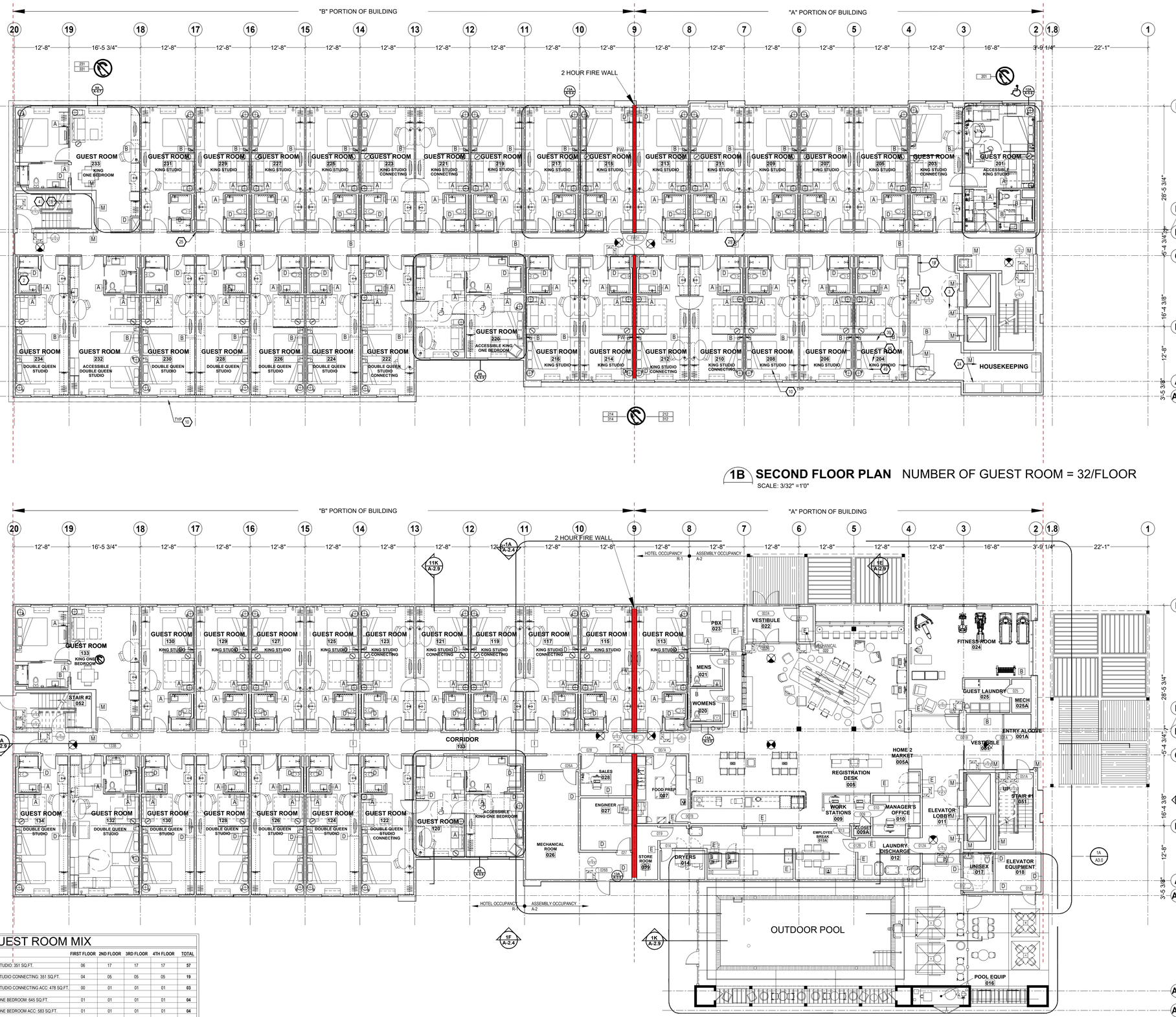
Scale: AS NOTED

Project no. 12160725

Sheet no. A -1.0A



1B SECOND FLOOR PLAN NUMBER OF GUEST ROOM = 32/FLOOR

SCALE: 3/32" =1'0"

1A FIRST FLOOR PLAN NUMBER OF GUEST ROOM = 19/FLOOR

SCALE: 3/32" =1'0"

GUEST ROOM MIX

	FIRST FLOOR	2ND FLOOR	3RD FLOOR	4TH FLOOR	TOTAL
KING STUDIO: 351 SQ.FT.	06	17	17	17	**57**
KING STUDIO CONNECTING: 351 SQ.FT.	04	05	05	05	**19**
KING STUDIO CONNECTING ACC: 478 SQ.FT.	00	01	01	01	**03**
KING ONE BEDROOM: 645 SQ.FT.	01	01	01	01	**04**
KING ONE BEDROOM ACC: 583 SQ.FT.	01	01	01	01	**04**
DOUBLE QUEEN STUDIO: 391 SQ.FT.	06	05	06	06	**23**
DOUBLE QUEEN STUDIO CONNECTING: 391 SQ.FT.	01	01	01	01	**04**
DOUBLE QUEEN STUDIO ACC: 515 SQ.FT.	00	01	00	00	**01**
TOTAL	19	32	32	32	**115**

FURNISHINGS LEGEND:

XXX	FURNISHINGS LEGEND:
PA-404	ROMAN SHADE
PA-503	ART WORK
PA-808	CONSOLE TABLE
404	WIRE SHELVING
432	ICE MAKER

FINISH LEGEND:

PT	PAINT
PL	PLASTIC LAMINATE
ST	STONE
SS	SOLID SURFACE
SP	SPECIAL FINISH
CP	CONCRETE
CT	CARPET
CT	TILE
G	GLASS
QT	QUARRY TILE
VB	VINYL BASE
VF	VINYL FLOORING

REFERENCE NOTES

1. REFER TO SPECIFICATIONS FOR FINISH INDEX.
2. REFER TO UNIT PLANS ON SHEET A-5.4, A-5.5, A-5.6, A-5.7, A-5.8, A-5.9, A-5.10
3. REFER TO SHEET A-2.10 FOR PARTITION ASSEMBLY TYPES.
4. REFER TO ELECTRICAL SHEETS FOR ELECTRICAL SYMBOLS LEGEND
5. DIMENSIONING IS BASED ON WOOD FRAME CONSTRUCTION AND WALL ASSEMBLIES SHOWN ON SHEETS A-2.0 & A-2.1 AND ON ENLARGED PLANS. ALL DIMENSIONS ARE TO FACE OF STUD U.N.O. HOLD ALL "CLEAR" INTERIOR ROOM DIMENSIONS TO FACE OF FINISH
6. TO THE MAXIMUM EXTENT POSSIBLE, FLOOR CLEAN-OUTS ARE TO BE LOCATED IN INCONSPICUOUS LOCATIONS AND NOT IN GUESTROOMS. ALL FLOOR CLEAN-OUTS LOCATED IN CARPETED AREAS ARE TO BE FITTED WITH CARPET INSERTS. ALL CLEAN-OUTS ARE TO BE FLUSH TO FLOORSWALL
7. WAITER CLOSET WASTE LINES ARE TO BE LOCATED IN WALL CHASE, NOT EXTERIOR WALLS.
8. THESE DESIGN GUIDELINES ARE BASED ON FOUR STOREY BUILDING TYPES UNDER THE 2019 CALIFORNIA BUILDING CODE (CBC). ANY PROJECT THAT INCLUDES A BUILDING OF MORE THAN FOUR STORIES WILL NEED TO BE A ADJUSTED ACCORDINGLY (I.E. IN A BUILDING GREATER THAN FOUR STORIES, THE STAIRS MAY NEED MODIFICATIONS AND STAND(PIPES MAY NEED TO BE ADDED).
9. THE LOCATIONS OF ACCESSIBLE UNITS SHOWN ARE SUGGESTED. ACTUAL NUMBERS REQUIRED AND LOCATIONS FOR A SPECIFIC PROJECT ARE TO BE DETERMINED BY THE ARCHITECT OF RECORD.
10. DESIGN CONSULTANT MUST SUBMIT A COMPREHENSIVE INTERIOR GRAPHICS/SIGNAGE LAYOUT (INCLUDING ELEVATIONS), FULLY COORDINATED WITH ANY ELECTRICAL, ARTWORK OR OTHER WALL-MOUNTED ITEMS, FOR REVIEW AND APPROVAL.
11. CBC 2406.4.2, GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL ADJACENT TO A DOOR WHERE THE NEAREST VERTICAL EDGE OF THE GLAZING IS WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF THE DOOR IN A CLOSED POSITION & WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60" ABOVE THE WALKING SURFACE SHALL BE CONSIDERED A HAZARDOUS LOCATION.
12. CBC 1030.2, EMERGENCY ESCAPE & RESCUE OPENINGS SHALL HAVE A MINIMUM NET CLEAR OPENING OF 5.7SQ.FT (0.53SQ.MT)
13. 1010.1.1 SIZE OF DOORS. THE REQUIRED CAPACITY OF EACH DOOR OPENING SHALL BE SUFFICIENT FOR THE OCCUPANT LOAD THEREOF AND SHALL PROVIDE A MINIMUM CLEAR WIDTH OF 32 INCHES (813 MM). CLEAR OPENINGS OF DOORWAYS WITH SWINGING DOORS SHALL BE MEASURED BETWEEN THE FACE OF THE DOOR AND THE STOP, WITH THE DOOR OPEN 90 DEGREES (1.57 RAD). WHERE THIS SECTION REQUIRES A MINIMUM CLEAR WIDTH OF 32 INCHES (813 MM) AND A DOOR OPENING INCLUDES TWO DOOR LEAVES WITHOUT A MULLION, ONE LEAF SHALL PROVIDE A CLEAR OPENING WIDTH OF 32 INCHES (813 MM). THE MAXIMUM WIDTH OF A SWINGING DOOR LEAF SHALL BE 48 INCHES (1219 MM) NOMINAL.
14. 11B-404.2.3 CLEAR WIDTH. DOOR OPENINGS SHALL PROVIDE A CLEAR WIDTH OF 32 INCHES (813 MM) MINIMUM. CLEAR OPENINGS OF DOORWAYS WITH SWINGING DOORS SHALL BE MEASURED BETWEEN THE FACE OF THE DOOR AND THE STOP, WITH THE DOOR OPEN 90 DEGREES. OPENINGS MORE THAN 24 INCHES (610 MM) DEEP SHALL PROVIDE A CLEAR OPENING OF 36 INCHES (914 MM) MINIMUM. THERE SHALL BE NO PROJECTIONS INTO THE REQUIRED CLEAR OPENING WIDTH LOWER THAN 34 INCHES (864 MM) ABOVE THE FINISH FLOOR OR GROUND. PROJECTIONS INTO THE CLEAR OPENING WIDTH BETWEEN 34 INCHES (864 MM) AND 80 INCHES (2032 MM) ABOVE THE FINISH FLOOR OR GROUND SHALL NOT EXCEED 4 INCHES (102 MM).
15. SAFETY GLAZING IDENTIFIED ON FIRST FLOOR PLANS TO COMPLY WITH CBC SEC 2406

KEY NOTES:

1. THIS ELEVATOR CAR SHALL PROVIDE EMERGENCY ACCESS TO ALL FLOORS AND BE LARGE ENOUGH TO ACCOMMODATE AN AMBULANCE STRETCHER
2. OVERALL BUILDING DIMENSIONS BASED ON WOOD FRAME CONSTRUCTION. OVERALL DIMENSION WILL VARY BASED ON FINAL BUILDING CONSTRUCTION
3. EGRESS STAIR IN CONCRETE MASONRY STAIR ENCLOSURE
4. ALTERNATING TREAD STAIR FROM FOURTH FLOOR STAIR LANDING TO ROOF
5. LINE OF ROOF CANOPY ABOVE
6. VEHICULAR DROP OFF – REFER TO SITE PLAN AND DETAILS
7. MECHANICAL, ELECTRICAL AND PLUMBING CHASE
8. CARRY CARPET PATTERN INTO DOOR TO TRANSITION STRIP AS INDICATED – REFER TO SHEET A2.13 FOR TRANSITION DETAIL
9. FLOOR DRAIN
10. PTAC UNIT
11. STAND PIPE MUST NOT ENCROACH INTO AREA OF REFUGE
12. HOSE BIB -FROST FREE WHERE REQUIRED
13. HOTEL LAUNDRY EQUIPMENT – REFER TO ENLARGED PLAN
14. GUEST LAUNDRY EQUIPMENT – REFER TO ENLARGED PLAN
15. PROVIDE CONVENIENCE OUTLETS IN CORRIDORS FOR HOUSEKEEPING EQUIPMENT AT MINIMUM EVERY 50'
16. DASHED LINE INDICATES PATH OF FULLY CONCEALED ROOF LEADER FROM CANOPY ROOF TO EXTERIOR WALL CAVITY.
17. CANOPY ROOF OVERFLOW SCUPPER
18. ACCESSIBLE ICE MACHINE WITH REQUIRED ACCESSIBLE APPROACH AREA. PROVIDE FLOOR DRAIN CENTERED UNDER ICE MACHINE AND PROVIDE POSITIVE SLOPE TOWARDS DRAIN WITHOUT AFFECTING ACCESSIBLE REQUIREMENTS. INSULATE DRAIN PIPES. REFER TO HOME 2 SUITES BY HILTON STANDARDS MANUAL AND MEDG FOR ADDITIONAL REQUIREMENTS FOR ICE MACHINE AREA
19. ROOF OF POOL BELOW
20. CANOPY/ TRELLIS BELOW
21. DRYER VENT LOUVER – REFER TO ELEVATIONS
22. 36" x 36" MOP SINK LOCATION
23. MAINTENANCE DESK
24. WIRE SHELVING SYSTEM – REFER TO FF&E
25. FIRE EXTINGUISHER (CABINET IN PUBLIC AREAS); INSTALLED SO THAT NO OPERABLE PART IS HIGHER THAN 48" A.F.F.
26. MEMBRANE ROOF, SLOPE STRUCTURE TO DRAIN TOWARDS ROOF DRAINS/GUTTERS
27. TAPERED INSULATION CRICKET
28. ROOF LEADER AND OVERFLOW DRAIN
29. ROOF HATCH, SIZE PER LOCAL BUILDING CODES. ACCESSED VIA AN ALTERNATING TREAD STAIR
30. ROOF PARAPET
31. GRAVEL STOP EDGE
32. EXHAUST FAN
33. MAKE UP AIR UNIT ON ROOF CURB
34. ELEVATOR OVER RUN PENTHOUSE
35. LAMINATED GLASS BEACON. REFER TO EXTERIOR ELEVATIONS
36. LAUNDRY CHUTE VENT
37. ALUMINUM GUTTER AND DOWNSPOUT
38. MECHANICAL EQUIPMENT SCREEN TO BE TALL ENOUGH TO FULLY HIDE EQUIPMENT--PROVIDE CLEARANCE AND ACCESS AS REQUIRED BY EQUIPMENT MANUFACTURER AND/OR LOCAL CODE PROVISIONS
39. KEYCARD READER ENTRANCE HARDWARE; MOUNTED SO THAT TOP OF READER IS A MAXIMUM OF 48" ABOVE GRADE OR FINISH FLOOR.
40. PUSH BUTTON INTERCOM OR HOUSE PHONE (OPTIONAL VIDEO MONITORING). MOUNT SO TOP OF DEVICE IS MAXIMUM OF 48" ABOVE GRADE. PROVIDE CLEAR FLOOR SPACE AS REQUIRED BY ACCESSIBILITY AT DEVICE.
41. SPLASHBLOCK
42. FRP WAINSCOT 4'-0" HIGH ON ALL SIDES INDICATED. PROVIDE APPROPRIATE VINYL EDGE TREATMENT
43. MECHANICAL LOUVER
44. FLUORESCENT FLOODLIGHT
45. EXPOSED CMU CORNER To HAVE 1" RADIUS BULLNOSE
46. WALKWAY/ PROTECTION PAD IN CONTRASTING COLOR TO ROOF
47. ALTERNATING TREAD STAIR TO UPPER ROOF
48. INDICATES DIRECTION OF CARPET PATTERN. REFER TO MFR FOR DIRECTION
49. LAUNDRY CHUTE LOCATION CONTAINED WITHIN 2-HOUR RATED SHAFT WITH RATED DOOR

SYMBOL / FIXTURES KEY:

- ACCESSIBLE ROOM
- COMMUNICATION FEATURES ROOM - REFER TO ENLARGED GUESTROOM PLANS FOR POWER AND SIGNAL
- MAGNETIC DOOR HOLD OPENER TIED TO BUILDING ALARM SYSTEM – REFER TO DOOR SCHEDULE, ELEC & ALARM DRAWINGS

GENERAL NOTES THIS SHEET:

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2. REFER TO HOME 2 SUITES BY HILTON STANDARDS MANUAL FOR ADDITIONAL REQTS FOR PASSENGER ELEVATORS, ELEVATOR LOBBIES & CORRIDORS
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4. REFER TO HOME 2 SUITES BY HILTON STANDARDS MANUAL FOR ADDITIONAL REQTS FOR MECHANICAL, ELECTRICAL & EQUIPMENT ROOMS
5. FIRE EXTINGUISHERS, SMOKE DETECTORS & OTHER EMERGENCY DEVICES TO BE LOCATED PER LOCAL CODE. FIRE EXTINGUISHER LOCATIONS WITH THE PUBLIC SPACE SHALL BE CONTAINED WITH FULLY RECESSED CABINETS.
6. REFER TO HOME 2 SUITES BY HILTON STANDARDS MANUAL FOR ADDITIONAL REQTS FOR ROOFING MATERIALS.
7. ROOF SLOPES & NUMBER OF ROOF DRAINS PER LOCAL BUILDING CODES.
8. REFER TO STANDARDS FOR FIXTURE & EQUIPMENT REQTS
9. REFER TO **HADG** FOR FURTHER ADDITIONAL REQTS FOR PUBLIC SPACES & EQUIPMENT.
10. FIRE ALARM SYSTEM SHALL HAVE PERMANENTLY INSTALLED AUDIBLE & VISIBLE ALARMS COMPLYING W/ NFPA 72 (1999 OR 2002 ADDITION) & AS REQ'D BY LOCAL AUTHORITIES. ALARMS MUST BE LOCATED IN PUBLIC & COMMON USE AREAS & GUEST ROOMS DESIGNATED AS "GUEST ROOMS W/ COMMUNICATIONS FEATURES" IN ALL MINIMUM ACCESSIBLE AREAS. AUDIBLE ALARMS THAT SHALL BE DESIGNED SO VISIBLE ALARMS CAN BE INTEGRATED INTO THE SYSTEM, UNLESS GREATER STANDARDS ARE REQ'D BY LOCAL AUTHORITIES.

SCALE: 1/8" = 1'-0"

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C15353
REN. 02/28/2021
STATE OF CALIFORNIA

APK STUDIO, INC
ARCHITECTURE | INTERIOR | PLANNING
CALIFORNIA (USA)

HOME 2 SUITES BY HILTON

2112 LOVERIDGE RD,
PITTSBURG, CA 94565

Sheet
FIRST & SECOND FLOOR PLAN

Date	Issued for:

Drawn by ARD

Checked by AMB

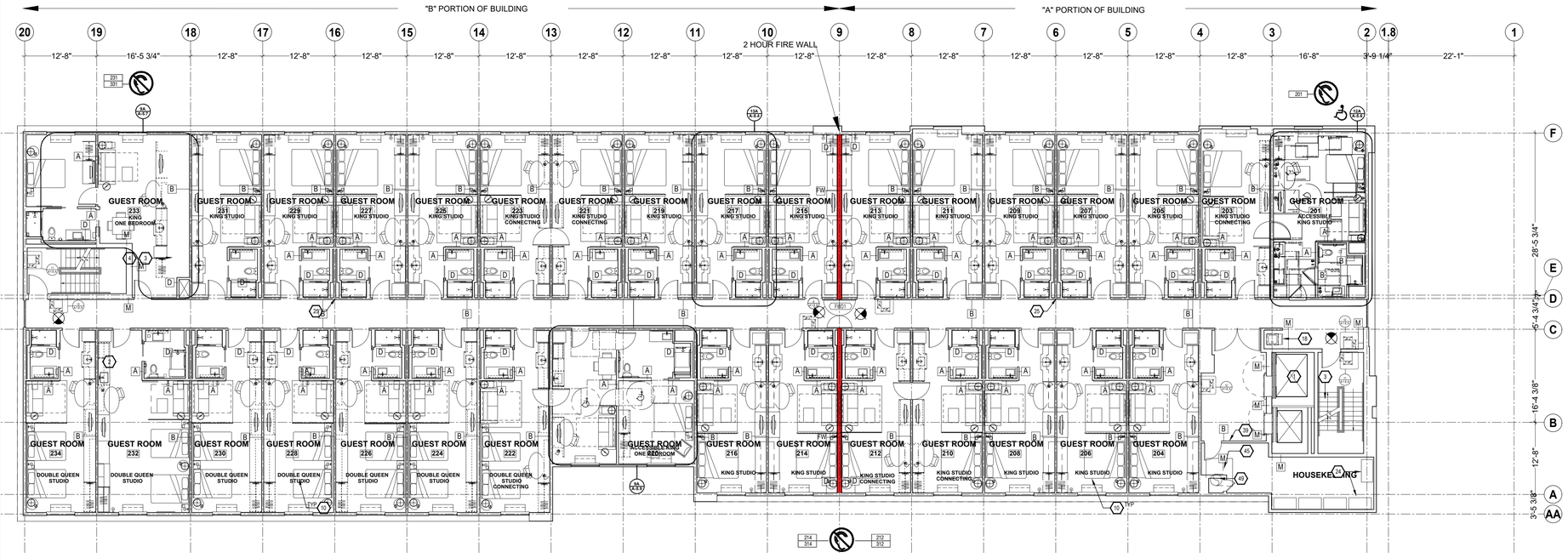
Scale: AS NOTED

Project no. 12160725

Sheet no. A -2.1

1C THIRD FLOOR PLAN NUMBER OF GUEST ROOM = 32/FLOOR

SCALE: 3/32" =1'0"



1D FOURTH FLOOR PLAN NUMBER OF GUEST ROOM = 32/FLOOR

SCALE: 3/32" =1'0"

XXX FURNISHINGS LEGEND:

FA-404	ROMAN SHADE
FA-503	ART WORK
FA-808	CONSOLE TABLE
454	WIRE SHELVING
432	ICE MAKER

FINISH LEGEND:

PT	PAINT
PL	PLASTIC LAMINATE
ST	STONE
SF	SOLID SURFACE
SP	SPECIAL FINISH
CO	CONCRETE
CP	CARPET
CT	TILE
G	GLASS
QT	QUARRY TILE
VB	VINYL BASE
VF	VINYL FLOORING

1. REFER TO SPECIFICATIONS FOR FINISH INDEX.
2. REFER TO UNIT PLANS ON SHEET A-5.4, A-5.5, A-5.6, A-5.7, A-5.8, A-5.9, A-5.10
3. REFER TO SHEET A-2.10 FOR PARTITION ASSEMBLY TYPES.
4. REFER TO ELECTRICAL SHEETS FOR ELECTRICAL SYMBOLS LEGEND
5. DIMENSIONING IS BASED ON WOOD FRAME CONSTRUCTION AND WALL ASSEMBLIES SHOWN ON SHEETS A-2.0 & A-2.1 AND ON ENLARGED PLANS. ALL DIMENSIONS ARE TO FACE OF STUD U.N.O. HOLD ALL "CLEAR" INTERIOR ROOM DIMENSIONS TO FACE OF FINISH
6. TO THE MAXIMUM EXTENT POSSIBLE, FLOOR CLEAN-OUTS ARE TO BE LOCATED IN UNOBTRUSIOUS LOCATIONS AND NOT IN GUESTROOMS. ALL FLOOR CLEAN-OUTS LOCATED IN CARPETED AREAS ARE TO BE FITTED WITH CARPET INSERTS. ALL CLEAN-OUTS ARE TO BE FLUSH TO FLOORS/WALL.
7. WAITER CLOSET WASTE LINES ARE TO BE LOCATED IN WALL CHASE, NOT EXTERIOR WALLS.
8. THESE DESIGN GUIDELINES ARE BASED ON FOUR STOREY BUILDING TYPES UNDER THE 2019 CALIFORNIA BUILDING CODE (CBC). ANY PROJECT THAT INCLUDES A BUILDING OF MORE THAN FOUR STORIES WILL NEED TO BE A ADJUSTED ACCORDINGLY (I.E. IN A BUILDING GREATER THAN FOUR STORIES, THE STAIRS MAY NEED MODIFICATIONS AND STAIRPIPES MAY NEED TO BE ADDED).
9. THE LOCATIONS OF ACCESSIBLE UNITS SHOWN ARE SUGGESTED. ACTUAL NUMBERS REQUIRED AND LOCATIONS FOR A SPECIFIC PROJECT ARE TO BE DETERMINED BY THE ARCHITECT OF RECORD.
10. DESIGN CONSULTANT MUST SUBMIT A COMPREHENSIVE INTERIOR GRAPHICS/SIGNAGE LAYOUT (INCLUDING ELEVATIONS), FULLY COORDINATED WITH ANY ELECTRICAL ARTWORK OR OTHER WALL-MOUNTED ITEMS, FOR REVIEW AND APPROVAL.
11. CBC 2406.4.2, GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL ADJACENT TO A DOOR WHERE THE NEAREST VERTICAL EDGE OF THE GLAZING IS WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF THE DOOR IN A CLOSED POSITION & WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60" ABOVE THE WALKING SURFACE SHALL BE CONSIDERED A HAZARDOUS LOCATION.
12. CBC 1030.2, EMERGENCY ESCAPE & RESCUE OPENINGS SHALL HAVE A MINIMUM NET CLEAR OPENING OF 5.7SQ.FT (0.53SQ.MT)
13. 1010.1.1 SIZE OF DOORS. THE REQUIRED CAPACITY OF EACH DOOR OPENING SHALL BE SUFFICIENT FOR THE OCCUPANT LOAD THEREOF AND SHALL PROVIDE A MINIMUM CLEAR WIDTH OF 32 INCHES (813 MM). CLEAR OPENINGS OF DOORWAYS WITH SWINGING DOORS SHALL BE MEASURED BETWEEN THE FACE OF THE DOOR AND THE STOP, WITH THE DOOR OPEN 90 DEGREES. OPENINGS MORE THAN 24 INCHES (610 MM) DEEP SHALL PROVIDE A CLEAR OPENING OF 36 INCHES (914 MM) MINIMUM. THERE SHALL BE NO PROJECTIONS INTO THE REQUIRED CLEAR OPENING WIDTH LOWER THAN 34 INCHES (864 MM) ABOVE THE FINISH FLOOR OR GROUND. PROJECTIONS INTO THE CLEAR OPENING WIDTH BETWEEN 34 INCHES (864 MM) AND 80 INCHES (2032 MM) ABOVE THE FINISH FLOOR OR GROUND SHALL NOT EXCEED 4 INCHES (102 MM).
14. 11B-404.2.3 CLEAR WIDTH. DOOR OPENINGS SHALL PROVIDE A CLEAR WIDTH OF 32 INCHES (815 MM) MINIMUM. CLEAR OPENINGS OF DOORWAYS WITH SWINGING DOORS SHALL BE MEASURED BETWEEN THE FACE OF THE DOOR AND THE STOP, WITH THE DOOR OPEN 90 DEGREES. OPENINGS MORE THAN 24 INCHES (610 MM) DEEP SHALL PROVIDE A CLEAR OPENING OF 36 INCHES (914 MM) MINIMUM. THERE SHALL BE NO PROJECTIONS INTO THE REQUIRED CLEAR OPENING WIDTH LOWER THAN 34 INCHES (864 MM) ABOVE THE FINISH FLOOR OR GROUND. PROJECTIONS INTO THE CLEAR OPENING WIDTH BETWEEN 34 INCHES (864 MM) AND 80 INCHES (2032 MM) ABOVE THE FINISH FLOOR OR GROUND SHALL NOT EXCEED 4 INCHES (102 MM).
15. SAFETY GLAZING IDENTIFIED ON FIRST FLOOR PLANS TO COMPLY WITH CBC SEC 2406

KEY NOTES:

1. THIS ELEVATOR CAR SHALL PROVIDE EMERGENCY ACCESS TO ALL FLOORS AND BE LARGE ENOUGH TO ACCOMMODATE AN AMBULANCE STRETCHER
2. OVERALL BUILDING DIMENSIONS BASED ON WOOD FRAME CONSTRUCTION. OVERALL DIMENSION WILL VARY BASED ON FINAL BUILDING CONSTRUCTION
3. EGRESS STAIR IN CONCRETE MASONRY STAIR ENCLOSURE
4. ALTERNATING TREAD STAIR FROM FOURTH FLOOR STAIR LANDING TO ROOF
5. LINE OF ROOF CANOPY ABOVE
6. VEHICULAR DROP OFF – REFER TO SITE PLAN AND DETAILS
7. MECHANICAL, ELECTRICAL AND PLUMBING CHASE
8. CARRY CARPET PATTERN INTO DOOR TO TRANSITION STRIP AS INDICATED – REFER TO SHEET A10.03 FOR TRANSITION DETAIL
9. FLOOR DRAIN
10. PTAC UNIT
11. STAND PIPE MUST NOT ENCROACH INTO AREA OF REFUGE
12. HOSE BIB -FROST FREE WHERE REQUIRED
13. HOTEL LAUNDRY EQUIPMENT – REFER TO ENLARGED PLAN
14. GUEST LAUNDRY EQUIPMENT – REFER TO ENLARGED PLAN
15. PROVIDE CONVENIENCE OUTLETS IN CORRIDORS FOR HOUSEKEEPING EQUIPMENT AT MINIMUM EVERY 50'
16. DASHED LINE INDICATES PATH OF FULLY CONCEALED ROOF LEADER FROM CANOPY ROOF TO EXTERIOR WALL CAVITY.
17. CANOPY ROOF OVERFLOW SCUPPER
18. ACCESSIBLE ICE MACHINE WITH REQUIRED ACCESSIBLE APPROACH AREA. PROVIDE FLOOR DRAIN CENTERED UNDER ICE MACHINE AND PROVIDE POSITIVE SLOPE TOWARDS DRAIN (MAXIMUM SLOPE). FOR ACCESSIBILITY REQUIREMENTS, INDICATE DRAIN TYPE - REFER TO HOME 2 SUITES BY HILTON STANDARDS MANUAL AND ADA FOR ADDITIONAL REQUIREMENTS FOR ICE MACHINE AREA.
19. ROOF OF POOL BELOW
20. CANOPY: TRELLIS BELOW
21. DRYER VENT LOUVER – REFER TO ELEVATIONS
22. 36" x 36" MOP SINK LOCATION
23. MAINTENANCE DESK
24. WIRE SHELVING SYSTEM – REFER TO FF&E
25. FIRE EXTINGUISHER (CABINET IN PUBLIC AREAS): INSTALLED SO THAT NO OPERABLE PART IS HIGHER THAN 48" A.F.F.
26. MEMBRANE ROOF, SLOPE STRUCTURE TO DRAIN TOWARDS ROOF DRAINS/GUTTERS
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39. KEYCARD READER ENTRANCE HARDWARE; MOUNTED SO THAT TOP OF READER IS A MAXIMUM OF 48" ABOVE GRADE OR FINISH FLOOR.
40. PUSH BUTTON INTERCOM OR HOUSE PHONE (OPTIONAL VIDEO MONITORING). MOUNT SO TOP OF DEVICE IS MAXIMUM OF 48" ABOVE GRADE. PROVIDE CLEAR FLOOR SPACE AS REQUIRED BY ACCESSIBILITY AT DEVICE.
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42. FRP WAINSCOT 4'-0" HIGH ON ALL SIDES INDICATED. PROVIDE APPROPRIATE VINYL EDGE TREATMENT
43. MECHANICAL LOUVER
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45. EXPOSED CMU CORNER To HAVE 1" RADIUS BULLNOSE
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SCALE: 1/8" = 1'-0"

2' 8'
0 1' 4' 16'

N

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Sheet
THIRD & FOURTH FLOOR PLAN

Date	Issued for:

Drawn by ARD

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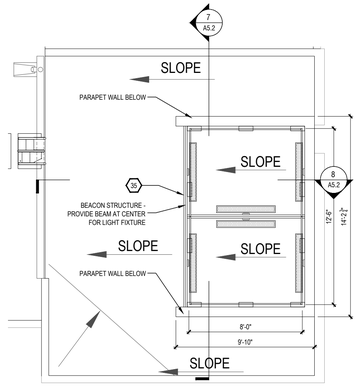
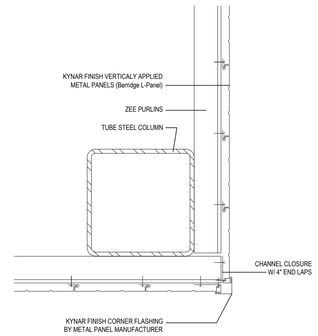
Scale: AS NOTED

Project no. 12160725

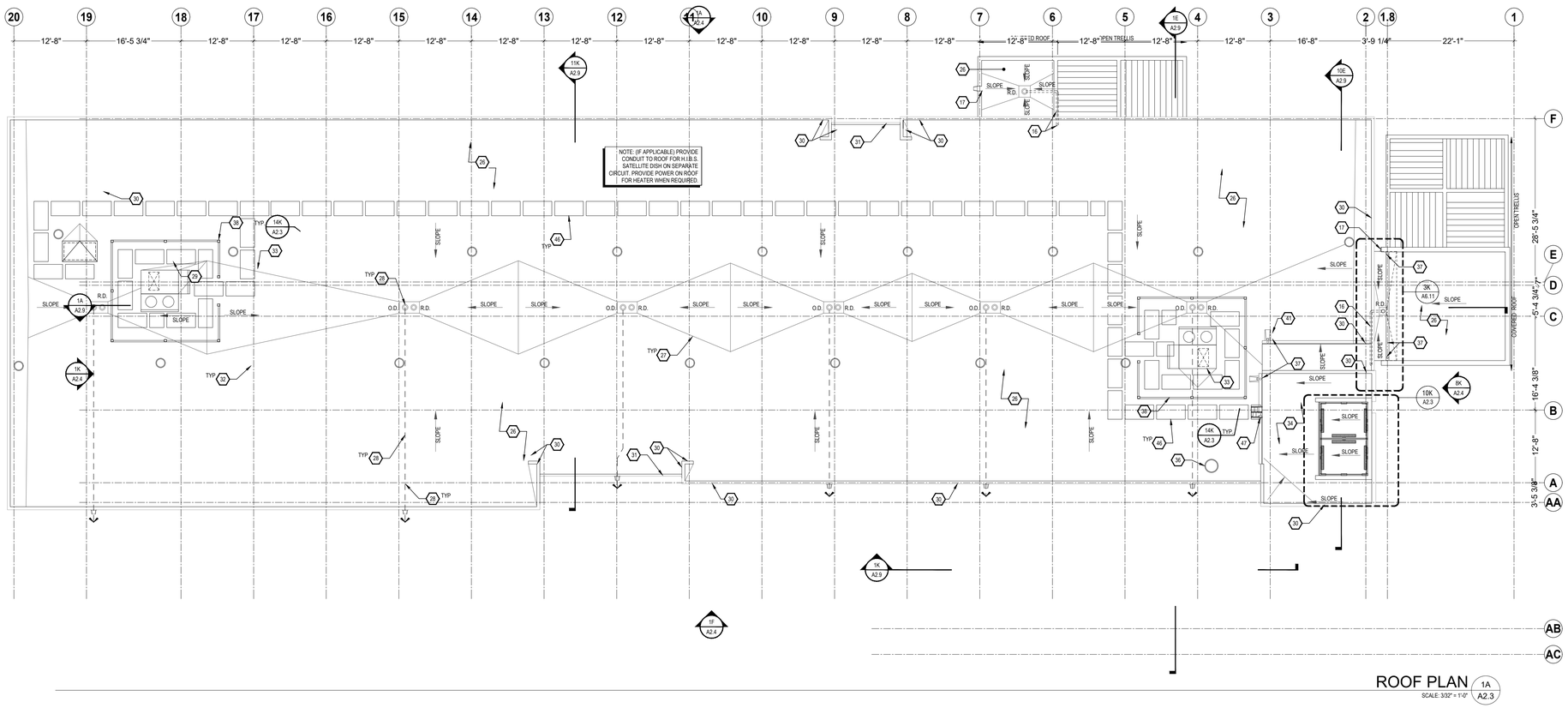
Sheet no. A -2.2



10K A2.3 ROOF PLAN - AT BEACON
SCALE: 1/4" = 1'-0"



14K A2.3 PLAN DETAIL
SCALE: 1 1/2" = 1'-0"



ROOF PLAN
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SCALE: 3/32" = 1'-0"

2' 8'
0 1' 4' 16'

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ARCHITECTURE | INTERIOR | PLANNING
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Sheet
ROOF PLAN

Date	Issued for:

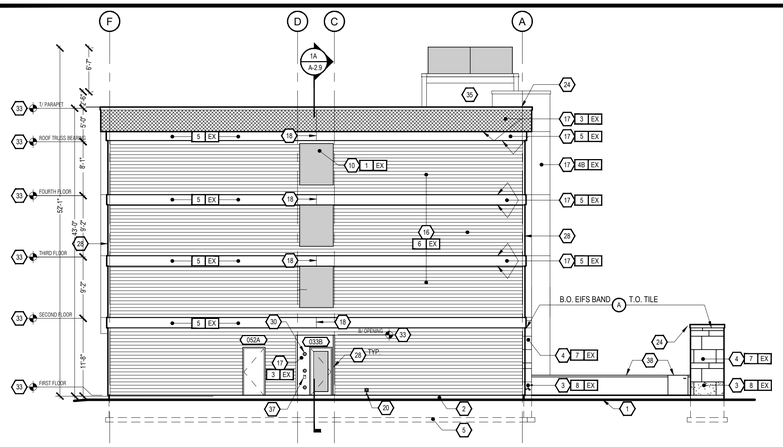
Drawn by ARD

Checked by AMB

Scale: AS NOTED

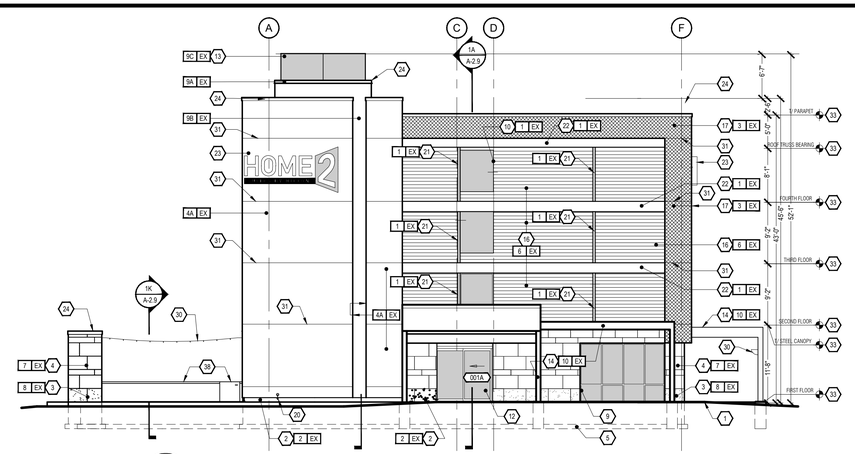
Project no. 12160725

Sheet no. A-2.3



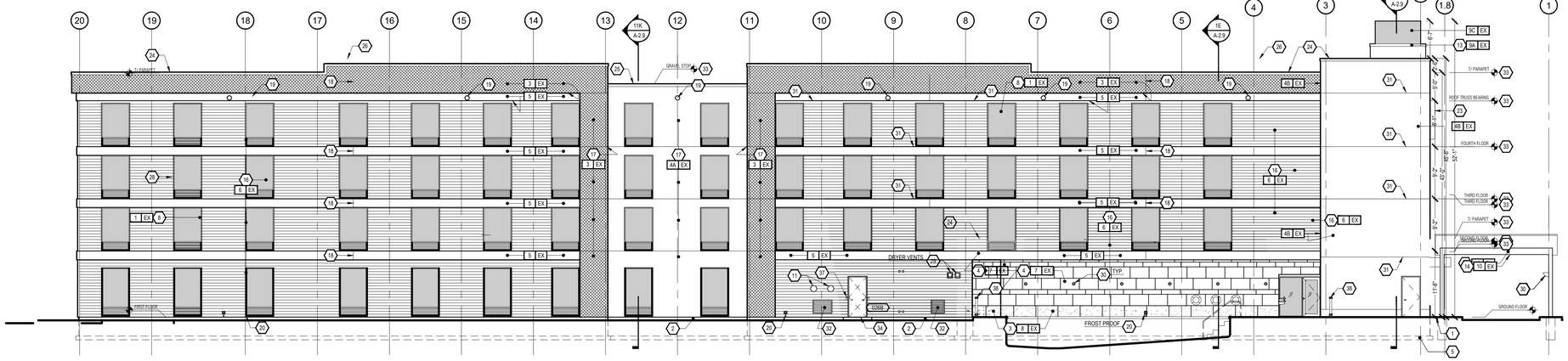
1K EXTERIOR ELEVATION - RIGHT

SCALE: 3/32" =1'0"



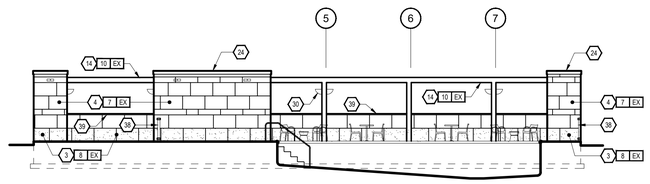
8K EXTERIOR ELEVATION - LEFT

SCALE: 3/32" =1'0"



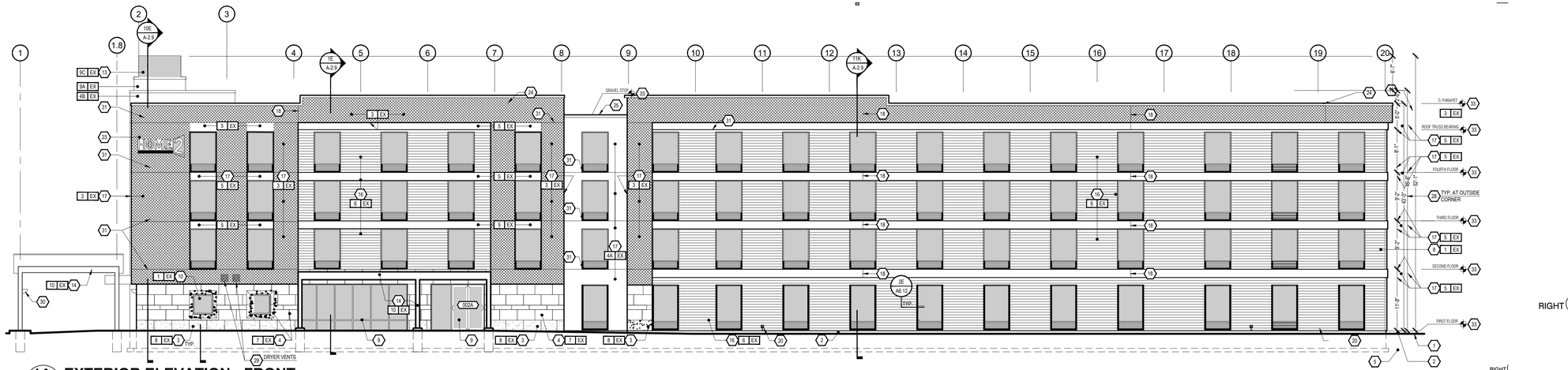
1F EXTERIOR ELEVATION - REAR

SCALE: 3/32" =1'0"



POOL WALL ELEVATION

SCALE: 3/32" =1'0"



1A EXTERIOR ELEVATION - FRONT

SCALE: 3/32" =1'0"

KEY NOTES:

1	APPROXIMATE LINE OF GRADE
2	ABOVE GRADE EXPOSED FOUNDATION WALL
3	MASONRY OR TILE - BASE
4	MASONRY OR TILE - FIELD - ASHLAR PATTERN
5	CONCRETE FOOTING AND FOUNDATION WALL AS REQUIRED PER LOCAL FROST DEPTHS
6	OCULUS
7	NOT USED
8	ALUMINUM FIXED WINDOW W/ THERMAL BROKEN FRAME, INSULATED GLAZING WITH INTEGRAL ALUMINUM LOUVER AT PTAC UNITS
9	ALUMINUM STOREFRONT SYSTEM W/ THERMAL BROKEN FRAME AND INSULATED GLAZING
10	ALUMINUM FIXED WINDOW W/ THERMAL BROKEN FRAME AND INSULATED GLAZING
11	EXHAUST, REFER TO MECHANICAL DRAWINGS
12	ALUMINUM SLIDING ENTRY DOOR W/ INSULATED GLAZING
13	BEACON - BEAM - REFER TO A5.02 SECTIONS FOR MORE INFORMATION
14	PAINTED TUBE STEEL CANOPY W/ STAINED WOOD TRELLIS
15	TONGUE N GROOVE WOOD PLANK CEILING, STAINED
16	ENVELOPE - CORE FINISH
17	ENVELOPE - WRAP FINISH
18	FINISH CONTROL JOINT
19	OVERFLOW SCUPPER -BASIS OF DESIGN NESCO MFG INC. - MODEL # SCTH-R
20	TAMPER RESISTANT, RECESSED HOSE BIB - MOUNT TOP AT +12" A.F.F.
21	ENVELOPE - ACCENT FINISH -REFER TO STYLE GUIDE
22	ENVELOPE - ACCENT FINISH -REFER TO STYLE GUIDE
23	SIGNAGE -REFER TO EXTERIOR SIGNAGE SPECIFICATIONS
24	KYNAR FINISH ALUMINUM COPING SYSTEM --COLOR TO MATCH ADJACENT MATERIAL
25	KYNAR FINISH ALUMINUM GRAVEL STOP --COLOR TO MATCH ADJACENT MATERIAL
26	REVIEW ALL VIEWS AROUND PROPERTY BEFORE LOCATING ALL ROOF TOP MECHANICAL UNITS. VERIFY ALL EQUIPMENT IS ADEQUATELY SCREENED
27	NOT USED
28	PAINTED ALUMINUM OUTSIDE CORNER BY FRY REGLET, COLOR TO MATCH ADJACENT ENVELOPE - CORE FINISH
29	EXHAUST VENT – COLOR TO MATCH ADJACENT MATERIAL
30	LIGHT FIXTURE –REFER TO CEILING PLAN
31	EXPANSION JOINT @ FLOOR LINE W/ BACKER ROD AND SEALANT
32	ALUMINUM LOUVER – COLOR TO MATCH ADJACENT MATERIAL MATCHING ADJACENT WALL
33	BUILDING HEIGHT DIMENSIONS ARE BASED ON WOOD FRAME CONSTRUCTION. THESE DIMENSIONS WILL VARY BASED ON FINAL BUILDING CONSTRUCTION. INTERIOR CEILING HEIGHT DIMENSIONS ARE CRITICAL TO MAINTAIN AS MINIMUMS.
34	CONCRETE PAD - REFER TO AREA DEVELOPMENT PLAN
35	ACCESS OPENING INTO BEACON
36	ALUMINUM GUTTER AND DS. COLOR TO MATCH ADJ. MATERIAL
37	ACCESSIBLE KEY CARD READER WIRED TO ELECTRIC STRIKE IN DOOR - TOP OF READER AT 48" MAX. HEIGHT
38	POOL PERIMETER FENCE AS REQUIRED BY CODE W/ 3'-0" GATE
39	PRECAST COPING

ARCHITECTURAL ELEMENTS:

ENVELOPE: exterior skin

EX 1	ACCENT BAND: articulation Vertical 3D band proud of the CORE. Sufficient depth (2" min) to create distinct shadow line. No visible joints.
EX 2	CORE: direct finish
EX 3	WRAP: wrapper Unified element set proud (12" min) from the CORE.
EX 4A	LINK: connection Piece to break up large segments of the WRAP.
EX 4B	KEEP: element of the BEACON (see below)
EX 5	ACCENT BAND: articulation Horizontal 3D band proud of the CORE. Sufficient depth (2" min) to create distinct shadow line. No visible joints.
EX 6	CORE: body Backdrop for layering of all other materials.
EX 7 EX 8	SUPPORT: base Material extends into the Lobby Area.
EX 10	CANOPY: coffered roof system Welcome zone at port cochere and pedestrian entrance. Covered in front of doors, trellised in seating/lounge areas. Hidden gutter systems, minimal joints, flush/hidden fasteners. Decorative, non-slip surface at driveway under the CANOPY at the port cochere.

BEACON: iconic tower

EX 4B	KEEP: foreground Placed on primary building entry elevation in conjunction with the port cochere and with clear visibility from the frontage road. Extends up beyond the WRAP. Background for primary building sign.
EX 9	BEAM: vertical element Set back in plane from the KEEP, extends to the ground. Composed of three elements:
EX 9A	REVEAL: vertical element extending through the KEEP
EX 9B	BAND: horizontal element capping the reveal
EX 9C	GLASS CROWN: monolithic element resting on the BAND, intended to be visible from the site and beyond. Translucent white glass or polymer, internally lit with minimal, unobtrusive structure.

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2019 I & A Architects, Inc.

I & A

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REN. 02/28/2023
STATE OF CALIFORNIA

APK STUDIO, INC
ARCHITECTURE | INTERIOR | PLANNING
CALIFORNIA (USA)

HOME 2 SUITES BY HILTON PITTSBURG

2112 LOVERIDGE RD,
PITTSBURG, CA 94565

Notice:

Sheet
ELEVATIONS

Date	Issued for:

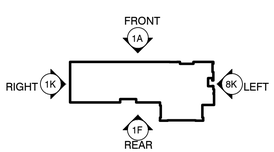
Drawn by ARD

Checked by AMB

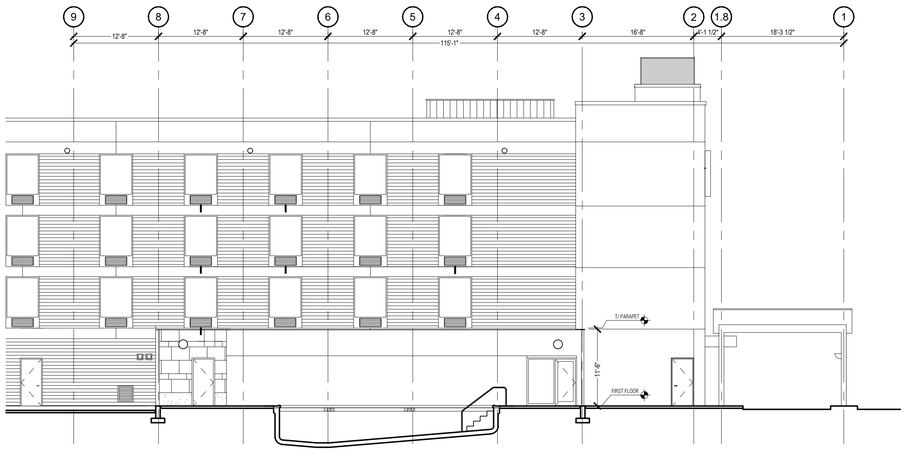
Scale: AS NOTED

Project no. 12160725

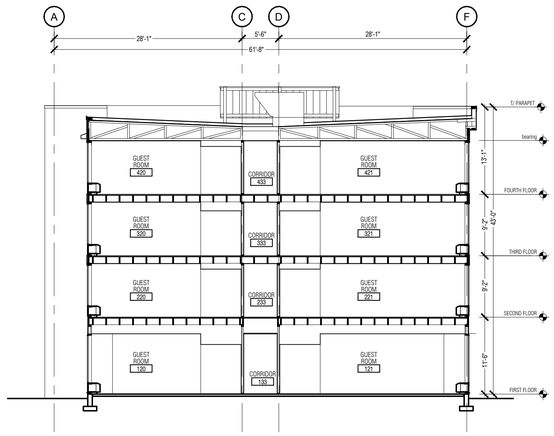
Sheet no. A-2.4



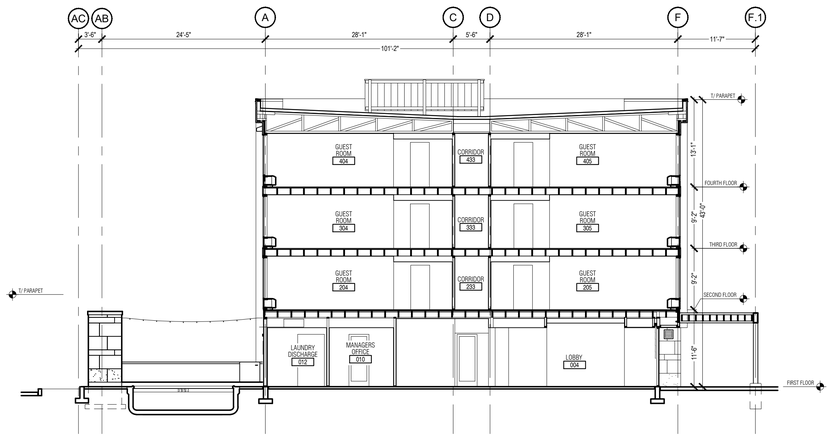
KEY PLAN:



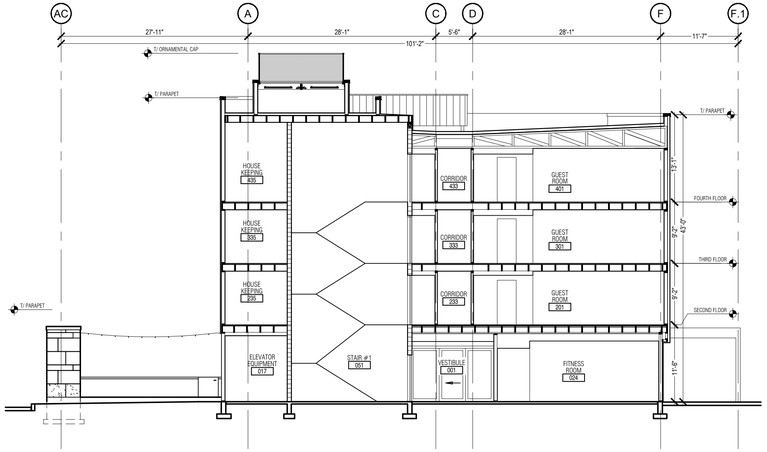
4K BUILDING SECTION
SCALE: 3/32" =1'0"



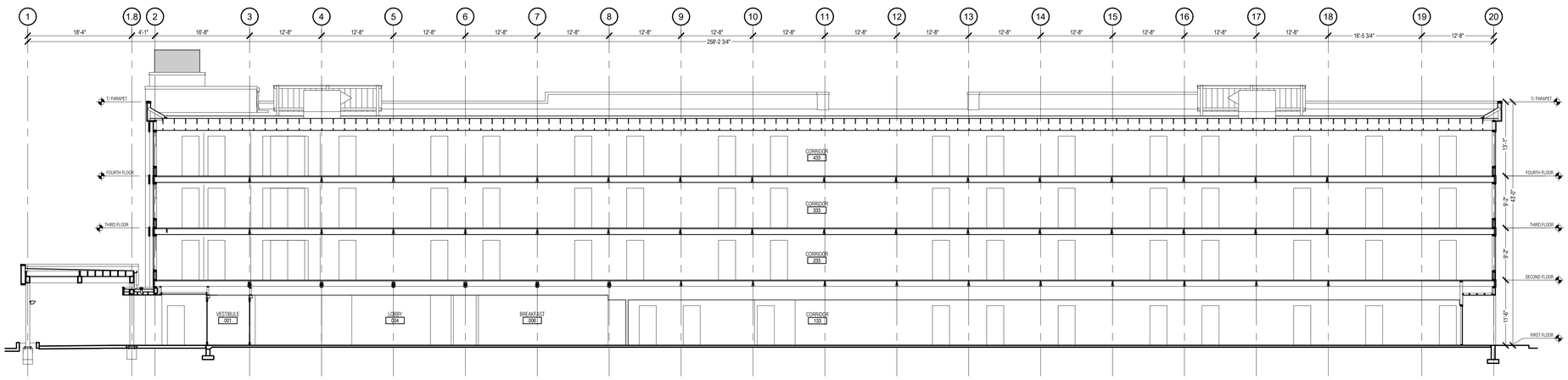
11K BUILDING SECTION
SCALE: 3/32" =1'0"



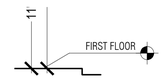
1E BUILDING SECTION
SCALE: 3/32" =1'0"

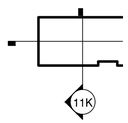


10E BUILDING SECTION
SCALE: 3/32" =1'0"



1A BUILDING SECTION
SCALE: 3/32" =1'0"





KEY PLAN

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Sheet
SECTIONS

Date	Issued for:

Drawn by ARD

Checked by AMB

Scale: AS NOTED

Project no. 12160725

Sheet no. A-2.9

Ⓐ SUPPORT
- Large format tile
- 10% value
- Smooth finish
- Option 1: Kerlite Buxy CENDRE Natural finish

- Option 2: Levantina Techlam Basalto-Oscuro

Ⓑ CORE
- Cement fiber board
- 50% value
-Paint: 2098-20 Roasted Coffee Beans

Roasted Coffee Beans
2098-20

Ⓒ WRAP
- Textured EIFS
- 20% value
- Fine finish
- Paint: CC-10 Ultra White

Ultra White
CC-10

ⒹⓁ LINK ⒹⓀ KEEP
- Textured EIFS
- 80% value
- Fine finish
-Paint: AF-180 Wenge

Wenge
AF-180

Ⓔ ACCENT BAND
Beacon Elevation
- Aluminum
- 40% value
Other Elevations
- Textured EIFS
- 40% value
- Fine finish
-Paint: CSP-625 Deep Secret

Deep Secret®
CSP-625

Ⓕ CANOPY
- Steel
- 0% value
- Paint: OC-17 White Dove

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Sheet
SAMPLE BOARD

Date	Issued for:

Drawn by ARD

Checked by AMB

Scale: AS NOTED

Project no.	Sheet no.
12160725	A-2.10

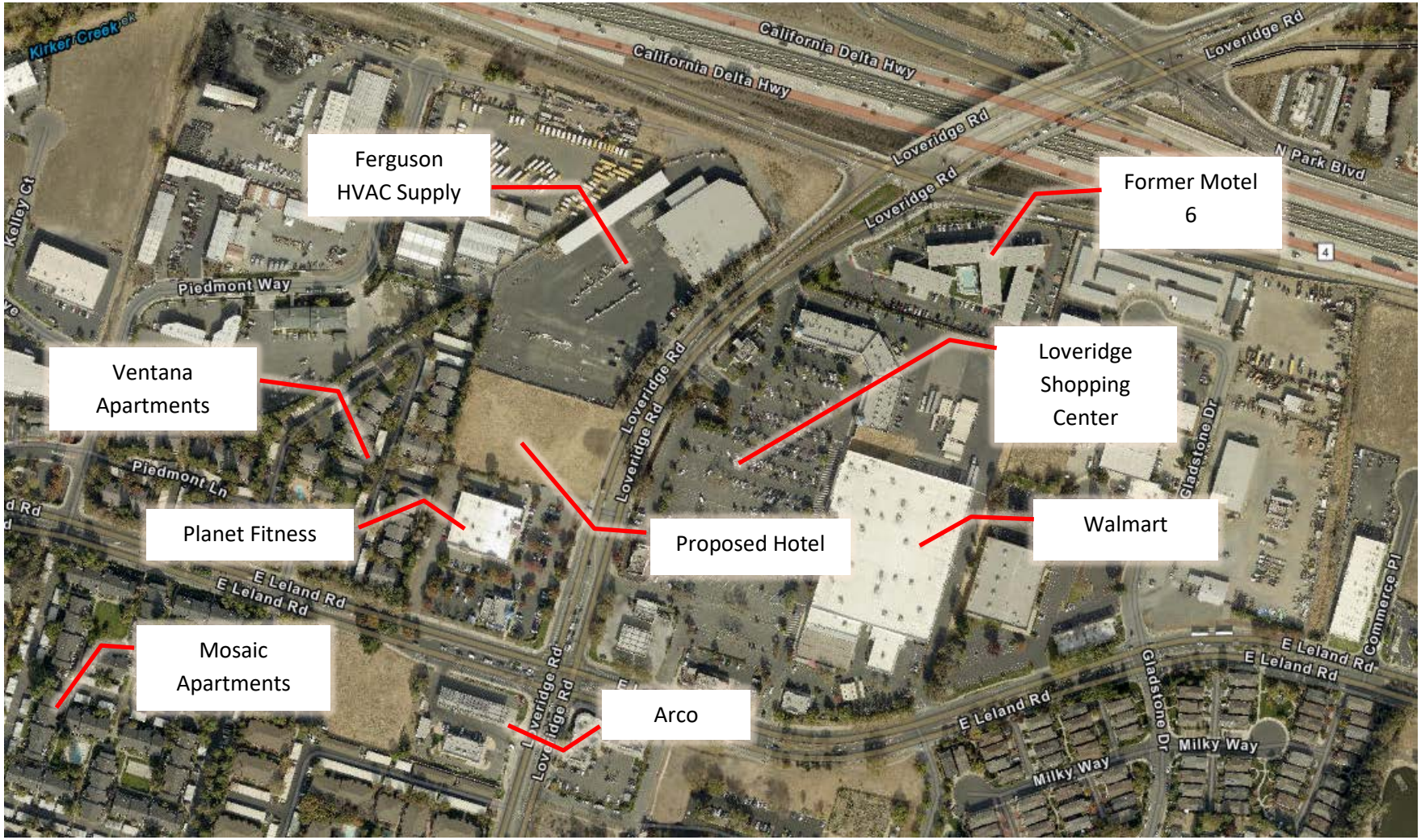
Attachment 4: Existing Conditions Photos
Home2Suites Hotel, AP-20-1536 (GP, RZ, UP, DR).

View looking North, from Planet Fitness

View looking east, from Loveridge Road

View looking south from Loveridge Road

Attachment 5: Surrounding Land Uses
Home2Suites Hotel, AP-20-1536 (GP, RZ, UP, DR).



Attachment 6: General Plan Consistency Table
Home2Suites Hotel, AP-20-1536 (GP, RZ, UP, DR).

General Plan Goal/Policy	Analysis
Land Use Element	
2-G-1: Maintain a compact urban form within the City's projected municipal boundary. Ensure that hillside lands not environmentally suitable for development are maintained as open space.	**Consistent.** The proposed new hotel would be infill development surrounded by existing commercial and residential land uses.
2-G-3: Emphasize concentrated commercial development, rather than linear commercial strips.	**Consistent.** The proposed new hotel would be surrounded by existing commercial and industrial development and would therefore not contribute to "linear" commercial strip development.
2-G-6: Maintain programs and provide incentives for use of vacant infill land and reuse and revitalization of underutilized sites	**Consistent.** The proposed new hotel would be on a vacant and underutilized site, surrounded by existing development.
2-G-14: Support the development and expansion of regionally-oriented commercial activities within this area.	**Consistent.** The proposed use would constitute commercial development within the area and would support the development of increased commercial activities in the Loveridge Subarea.
2-P-11: Do not allow sites designated for Business Commercial uses to be changed to another land use designation unless it is determined that adequate sites are available elsewhere to meet the City's office and business development objectives.	**Consistent.** The proposed use would change the land use designation from Business Commercial to Community Commercial, however there are other vacant sites designated for Business Commercial uses in the vicinity of the proposed project to meet future development objectives.
Growth Management	
3-G-4: Maintain programs and provide incentives for use of vacant infill land and reuse and revitalization of underutilized sites.	**Consistent.** The proposed new hotel would be on a vacant and underutilized site, surrounded by existing development.
3-P-1: Allow urban and suburban development only in areas where public facilities and infrastructure (police, fire, parks, water, sewer, storm drainage, and community facilities) are available or can be provided.	**Consistent.** The proposed new hotel would be located on a site that is currently served by public facilities and infrastructure.
Urban Design	
4-P-3: As part of the development review process, limit building heights and massing where views of the hills from adjacent properties and public spaces could be preserved.	**Consistent.** The proposed project is compliant with the maximum building height established for the proposed CC-O zoning district and would not obscure views from any adjacent properties or public spaces.
Noise Element	
12-G-1: Protect public health and welfare by eliminating or minimizing the effects of existing noise problems, and by preventing increased noise levels in the future.	**Consistent.** The proposed mitigation monitoring and reporting program includes two mitigation measure (NOI-1 and NOI-2) to address potential impacts of noise generated in the construction phase of the project. With these mitigation measures in place, noise impacts would be minimized for adjacent properties.

Attachment 8: Development Standards Consistency Table
Home2Suites Hotel, AP-20-1536 (GP, RZ, UP, DR).

Development Regulations: *Proposed CC-O District*	**Requirement:**	**Proposed Project:**
Minimum Lot Area:	5,000 s.f.	2.09 acres (91,040 s.f.)
Minimum Lot Width:	50 feet	247.67 feet
Minimum Yards:	-	-
Front:	15 ft	Approximately 30 ft
Side:	-	Approximately 51.5 feet; 75.25 feet
Rear (adjacent to an R or residential PD district):	10	Approximately 82.5 feet
Maximum Height of Structures:	60 feet	52 feet, 1 inch
Maximum Lot Coverage:	50%	16.85%
Maximum FAR:	0.69 with creation of Overlay District	0.69
Minimum Site Landscaping:	10%	Conditioned to meet this requirement with full landscape plans
Required Parking (1 per guest room plus 1 per 50 sq. ft. of restaurant/banquet seating area and 1 per 250 sq. ft. net area of retail or personal service use.)	115 stalls	120 stalls

Attachment 7
Development Review Design Guidelines (DRDG) Table
Home2Suites Hotel, AP-20-1536 (GP, RZ, UP, DR)

DRDG No.	Meets Guideline?
IV.a: Parking areas should be screened from view from any public right-of-way. Parking areas should be broken up to eliminate vast areas of parking especially along street frontages.	**Yes.** The proposed project would include landscaping along the Loveridge Road frontage, screening parking spaces from the public view. Parking for the project is located along the side and rear of the proposed hotel, and not along the street frontage.
IV.b: Provisions should be made for permanent shopping cart corrals in retail shopping centers.	**Not applicable.** The project is not intended as a shopping center. No shopping carts would be used.
IV.c: Existing trees on site should be incorporated into the project site design, unless waived by the City Planner or Planning Commission.	**Yes.** No existing trees would be removed as part of the proposed project.
IV.d: Developer should elect, at least, one of the schemes provided in Appendix #1 for screening all utility box transformers, backflow preventers, meters, and junction boxes.	**Conditionally.** A condition of approval states that all air conditioning units, utility boxes, transformers, backflow preventers, meters, and junction boxes shall be substantially screened from public view using a block or retaining wall screen, wood/architectural screen, or dense landscaping screen. Final utility screening methods shall be included on the construction drawings and shall be subject to review and approval by the Planning Division prior to issuance of a building permit.
IV.e: Projects with many buildings (greater than three) should have a variety of building sizes and masses.	**Not applicable.** This guideline does not apply because the project would only include one building.
IV.f: Continuous horizontal roof lines should be broken up whenever possible. An expanse should not exceed 50 feet in length unless architecture or size dictate a greater expanse.	**Yes.** The project would include one large, rectangular, four-story building with a ground floor footprint of over 15,300 square feet. The proposed roofline is broken up along the northern and southern elevations, to provide structural relief.
IV.g: Building entries should be designed as a focal point. They should be designed to set the theme or be the primary feature of the building or commercial center.	**Yes.** The project's front entry along Loveridge Road is designed as a focal point of the building. This is accomplished by the proposed covered porte cochere, signage, landscaping, and distinctive materials and accent lighting around the building entry.

IV.h: Building elevations visible from public right-of-ways should be addressed in design review and treated appropriately.	**Yes.** The proposed building has been designed with consistent design elements, materials, colors, along all elevations visible from the public right-of-way.
IV.i: A free-standing structure within an existing commercial or industrial center should be architecturally compatible with the center, including but not limited to materials, colors, and architectural elements.	**Not applicable.** This guideline does not apply because the project would not be proposed as part of a commercial or industrial center.
IV.j: All roof mounted equipment should be screened completely from view from all public rights-of-way. A site line study may be necessary to determine appropriate screening method.	**Conditionally.** A proposed condition of approval would require the developer ensure all roof-mounted equipment on the new building is adequately screened from view.
IV.k: All structures including, but not limited to, 'tilt-up' type structures, should have structural reliefs and articulated entries.	**Yes.** The building design includes a variety of contrasting materials with different textures to create architectural interest on each side of the building. The design also uses staggered walls and breaks up the roof line to create additional structural relief.
IV.l: Exterior fire escapes, stairs and other appurtenances should be designed or treated as integral parts of the building façade.	**Yes.** All stairways would be internal to the building.
IV.m: Downspouts should be designed into the façade of the building unless architecturally treated.	**Conditionally.** A condition of approval states, all gutters and downspouts shall be placed behind exterior walls. Final gutter and/or downspout placement shall be identified on the construction drawings and shall be subject to review and approval by the Planning Division prior to issuance of a building permit.
IV.n: Add murals, lattice or some other space-frame type treatment to blank walls visible from public view.	**Yes.** The western elevation of the building would contain some blank walls; however, the visual impact of those walls would be reduced through incorporation of a colored aluminum accent band and hotel signage.
IV.o: Prototype or 'theme' architecture is discouraged.	**Yes.** The project would not include 'theme' architecture.

IV.p: New or remodeled buildings should be designed to be compatible in design, color and materials with adjacent development.	**Yes.** The building design consists of a rectangular footprint with staggered walls. The building materials include a textured exterior insulation and finish system (EIFS), brown colored cement siding, aluminum accent bands, and large format tiles at the base. A neutral palette of brown, white and grey colors would be used on the building's exterior. The building design, materials, and color scheme would be compatible with the Planet Fitness and Loveridge Shopping Center, in that those buildings also have rectangular footprints with staggered walls, flat roofs, and neutral color schemes.
IV.q: The street-oriented elevations shall be designed so as not to present the appearance of a rear elevation.	**Yes.** The proposed building has been designed with consistent design elements, materials, colors, along all elevations visible from the public right-of-way.
IV.r: Trash enclosures should include area for collection of recyclables (i.e. space for two 90-gallon containers minimum).	**Conditionally.** A proposed condition of approval requires the proposed project construct of a trash enclosure on site, consistent with the City of Pittsburg Trash Enclosure Design Standards.
DRDG No.	**Meets Guideline?**
VI.D.1: Roofs should be designed to integrate renewable energy systems and provide a cool urban environment.	**Conditionally.** To satisfy this guideline, staff recommends the Commission adopt a condition of approval requiring installation of cool roofs with pre-wired, solar-ready surfaces.
VI.D.2: Urban heat island impacts should be minimized through shading or paving material design choices.	**Conditionally.** The proposed plans show 24 trees proposed around the parking lot. In addition, a landscape plan is required as a condition of approval to provide at a minimum 10% site coverage. Together this would help to reduce the urban heat island effect.
VI.D.3: Hardscapes should be constructed with permeable surfaces. Impermeable surfaces may be used if they direct all runoff toward an appropriate permanent infiltration feature.	**Yes.** The proposed project is designed with concrete and asphalt surfaces that drain to landscape areas.
VI.D.4: Design choices should incorporate or prepare for electric vehicle charging or used vegetable oil fueling infrastructure.	**Conditionally.** To satisfy this guideline, staff recommends the Commission adopt a condition of approval requiring installation of

	at least seven electric vehicle parking spaces with full electric vehicle supply equipment.
VI.D.5: Fuel cell technology should be considered where other renewables are infeasible.	**Not applicable.** See comment under DRDG VI.D.1.
VI.D.6: Reclaimed water should be used for as much non-potable water uses as feasible and practical.	**Not applicable.** Reclaimed water infrastructure is not present near the project site.
VI.D.7: Large commercial and institutional facilities that are anticipated to employ more than 50 employees should consider providing on-site shops and services for those employees.	**Not applicable.** The proposed project does not include a commercial or institutional use anticipated to employ more than 50 people.
VI.D.8: Street side building faces should encourage walking.	**Yes.** The project's main entrance would be oriented towards Loveridge Road, and a pedestrian path would lead to the sidewalk from the main entrance.
VI.D.9: Secure bicycle parking facilities should be provided for at least 10 percent of expected peak hour trips.	**Yes.** The project would provide bicycle racks to accommodate up to 10 bicycles in compliance with PMC section 18.78.045.

Attachment 2

From: Pat Carman
To: John Dacey
Subject: Home 2 Suites (AP-20-1492)
Date: Tuesday, August 10, 2021 1:32:12 PM

External Sender: Use caution before opening links or attachments

As a 45+ year resident of Pittsburg, living at the south end of Loveridge, I believe this project would have a negative traffic impact for Loveridge Road between Highway 24 and Leland, especially during the evening rush hours. Nonetheless, I believe the impact will be minimal. Furthermore, the benefit to the community by having another quality hospitality will outweigh any negative traffic impact. Therefore, I believe a zoning change or variance is warranted and the project should be supported. This parcel is not conducive to many of the current, general uses allowed, especially retail. Hence, this will put to use a parcel that is currently an eyesore and has been the site of homeless activity that has a negative image on the area. Therefore, I support the adoption of the Mitigated Negative Declaration and the final approval of the project with any requirements that the city's planning department may recommend.

Pat Carman
patrickcarman@aol.com

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 Extend the Abandoned Vehicle Abatement Program and Associated Fee Subject to Voter Approval

MEETING DATE: November 15, 2021

EXECUTIVE SUMMARY

In 1991, Contra Costa County and cities in the County created the Contra Costa County Abandoned Vehicle Abatement Service Authority to use a fee collected by the State for vehicle registrations to pay for removing abandoned vehicles from the community. The program is due to expire unless an extension is approved by voters. If approved, the resolution will authorize an extension of the program to be placed on the ballot in June 2022.

FISCAL IMPACT

None from this action. The Abandoned Vehicle Abatement Program is a state funded program by way of a special tax collected through vehicle registrations. Each year, the City's share of these fees is approximately $49,000. The program is due to expire unless an extension is approved by voters.

RECOMMENDATION

City Council open the public hearing, consider the public comments, close the public hearing, and adopt the Resolution to reauthorize the Abandoned Vehicle Abatement Service Authority program and extend the fee for 10 years subject to the election and approval by two-thirds of County voters.

BACKGROUND

In 1991, the Abandoned Vehicle Abatement Program Authority began as a partnership between the County and the cities for the purpose of collecting revenue from the State to remove abandoned vehicles from the community. During the fiscal year ending June 30, 2021, some 1,472 vehicles were removed countywide. Of these, 53 were in Pittsburg.

The Authority receives approximately $1.1 million annually; Pittsburg's share is approximately $49,320. Revenue comes from a $1 fee collected for each vehicle, and an additional $2 collected for certain commercial vehicles registered in the County.

The fee is considered as a "special tax" under Proposition 26 and is expiring on April 30, 2022. State law requires this fee be reauthorized at the local level every 10 years.

If approved, the resolution would authorize the extension of the fee until April 30, 2032, and authorize the Authority to submit a ballot measure to the County for inclusion on the June 7, 2022, election ballot, which is the next available election date.

Prior to passage of Proposition 26, there were 41 active AVA programs statewide compared to 30 current active programs. To date, at least seven counties have proposed AVA tax measures. Five measures have passed (Amador, Butte, Calaveras, Humboldt, Mendocino). Measures in Fresno and San Benito counties failed, and those programs ended. Five counties (Orange, Napa, San Diego, San Mateo, Shasta) ended their programs without seeking an extension.

The County Elections Office estimates the cost of placing a measure on the ballot will be approximately $500,000, or roughly half of the Authority's revenue for one year. Revenues the Authority receives in FY 2021-22 will be placed in reserve and not distributed to member agencies until the full costs of the election are paid.

If the measure fails on the June 2022 ballot, the Abandoned Vehicle Abatement Program will be discontinued, and the member agencies will no longer receive revenue from the Authority. If that occurs, agencies would be responsible for paying all costs for removing abandoned vehicles from their jurisdiction, using their annual operating budgets.

SUBCOMMITTEE FINDINGS

The Abandoned Vehicle Abatement Program and Associated Fee was not presented to a subcommittee.

STAFF ANALYSIS

Abandoned vehicles contribute to blight and the degradation of neighborhoods and have a negative impact on the quality of life for residents. Continuation of the vehicle registration fee and the Abandoned Vehicle Abatement Program will reimburse the City's costs for removing abandoned vehicles from public view and from City streets.

If approved by a majority of cities in Contra Costa County, the resolution will place the question before voters. The ballot measure requires a "yes" vote from two-thirds of voters in the election to be approved.

ATTACHMENTS: Resolution

Report Prepared By: Myla Rivers, Code Enforcement Supervisor

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In The Matter of:

Extending the Contra Costa County)
Abandoned Vehicle Abatement Program and)
Associated Fee Subject to Voter Approval) RESOLUTION 21-

WHEREAS, California Vehicle Code Sections 22710 and 9250.7 authorized the establishment of the Contra Costa County Abandoned Vehicle Abatement Service Authority ("Authority"), which was formed in 1991, and authorized the imposition of a fee on vehicles registered in Contra Costa County ("AVA Fee"); and

WHEREAS, collected AVA Fees are used exclusively in the Contra Costa County Abandoned Vehicle Abatement Program ("Program"), to abate, remove, and dispose of any abandoned, wrecked, dismantled, or inoperative vehicles or vehicle parts as public nuisances, whether on public or private property, and to combat neighborhood blight and decay; and

WHEREAS, California Vehicle Code Sections 22710 and 9250.7 allow an extension of the AVA Fee in increments of up to 10 years; and

WHEREAS, California Vehicle Code Sections 22710 and 9250.7 require a county's board of supervisors, by a two-thirds vote, and a majority of the cities having a majority of the incorporated population within the county, to adopt resolutions approving the extension of the AVA Fee; and

WHEREAS, Proposition 26, adopted by the voters of California in 2010, defined "tax" in a manner resulting in the classification of the AVA Fee as a special tax subject to two-thirds voter approval.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby:

1. Extends the AVA Fee and extends the authorization for the Authority to collect the AVA Fee, for a period of 10 years, subject to approval by the electors of the County.

2. Authorizes the Authority to order an election for Tuesday, June 7, 2022, and submit to the electors of Contra Costa County the question of whether the Program and AVA Fee, as authorized by Vehicle Code sections 9250.7 and 22710, shall be renewed for 10 years, as set forth more fully in the ballot measure below.

Measure __. Extension of the Abandoned Vehicle Abatement Program. Shall the measure extending the Contra Costa County Abandoned Vehicle Abatement Program and associated annual fee, at a rate of one dollar per vehicle registered in Contra Costa County and an additional two dollars for certain commercial vehicles registered in Contra Costa County, which is estimated to generate $1,100,000 annually for removing and disposing of abandoned and wrecked vehicles, until April 30, 2032, be adopted?

Upon approval of the above measure by at least two-thirds of the registered voters voting on the measure, the Authority will be authorized to impose the AVA Fee.

3. Authorizes the Authority to take all administrative actions necessary in furtherance of ordering an election for the purpose of extending the Abandoned Vehicle Abatement Program and the AVA Fee.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of November, 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, 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: By Minute Order, Select Commission Appointments to the Youth Advisory Commission

MEETING DATE: November 15, 2021

EXECUTIVE SUMMARY

This Minute Order will appoint Commissioners to form the newly established Youth Advisory Commission.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Staff recommends appointment of eligible candidates to the Youth Advisory Commission.

BACKGROUND

Ordinance No. 20-1477 established the Pittsburg Youth Advisory Commission on September 21, 2020. Advertising to recruit Commissioners was stalled due to the COVID-19 pandemic and the closure of schools. On April 15, 2021 the City began advertising for the Commission for the term of August 1, 2021 through May 31, 2023.

Advertisement was conducted via the following methods:

City website
eBlast (several times a week)
Facebook (both City and PD)
NextDoor (both City and PD)
PAL Facebook page
PUSD with flyers and PeachJar
MSUSD with flyers and PeachJar
Newspaper (two publishings)
Pittsburg electronic newsletter

Electronic billboards throughout the City
City Manager reports at City Council Meetings

On June 7, 2021, the City Council interviewed seven (7) applicants.

On June 21, 2021, the City Council directed staff to increase outreach efforts for a secondary interview process for the youth segments that are under-represented (middle school). The City continued outreach through methods listed above as well as reaching out directly to Pittsburg middle schools.

On October 18, 2021, the City Council interviewed and additional nine (9) applicants.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Youth Advisory Commission must be comprised of a minimum of nine (9) and a maximum of thirteen (13) youth members and three (3) youth alternates. At least three (3) of the Commission Members must be from middle school, four (4) from high school and two (2) from college, unless there are no applicants. Additionally, there shall be four (4) non-voting adult members representing Pittsburg Police Activities League, Pittsburg Unified School District, and the At-large Community. The City advertised for all openings and received applications. All applicants were invited to interview via Zoom with the City Council. A total of nineteen (19) applications were received for the Youth Advisory Commission.

Seven (7) applicants were interviewed on June 7, 2021, and nine (9) applicants were interviewed on October 18, 2021.

The candidates are:

High School Students:	Carolina Archindia	9th Grade
	Alyssa Larson	9th Grade
	Deyanel Maldonado	10th Grade
	KyMauriea Rushing	10th Grade
	Aafia Sammee	10th Grade
	Michaela Aquino	11th Grade
	Patricia Britton	11th Grade
	Balance Dollarhide-Watson	12th Grade
	Gianna Payton	12th Grade
	Janiyah Joseph	12th Grade
College Students:	Gavin Payton	Freshman
	Sosiua Vea	Freshman
	Aliya Mansur	Sophomore
Non-voting Adult Members:	Christine Carpio	
	Sonja Shephard	
	Manisha Rattu	

No applications were received to represent the middle school category.

ATTACHMENTS: Commission Applications
Ordinance No. 20-1477

Report Prepared By: Amanda McVey, Assistant City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

An Ordinance Adding Chapter 2.80)
To the Municipal Code to Establish) ORDINANCE NO. 20-1477
A Youth Advisory Commission)

The City Council of the City of Pittsburg DOES ORDAIN as follows:

SECTION 1. Addition of Chapter 2.80 of the Municipal Code, Youth Advisory Commission.

A. The City Council hereby adds Chapter 2.80 to the Municipal Code to read as follows:

Chapter 2.80

YOUTH COMMISSION

Sections:

2.80.010 Establishment
2.80.020 Membership
2.80.030 Chairperson
2.80.040 Meetings
2.80.050 Reimbursement for Expenses
2.80.060 Authority and Responsibilities
2.80.070 Committees
2.80.080 Annual Report and Work Plan

2.80.010 Establishment

A youth advisory commission is established by this chapter. The purpose of this commission is to serve as a liaison between Pittsburg youth and the City Council concerning issues that affect the quality of life for the youth of Pittsburg. The Youth Advisory Commission provides information, makes recommendations and suggests policies to the City Council on issues of civic engagement and community service.

2.80.020 Membership

A. The Youth Advisory Commission shall be composed of a minimum of nine (9) and a maximum of thirteen (13) youth members and three (3) youth alternates. At least three (3) of the Commission Members must be from middle school, four (4) from high school and two (2) from college, unless there are no applicants. Additionally, there shall be four (4) non-voting adult members representing Pittsburg Police Activities League, Pittsburg Unified School District, and two At-large Community. In no event shall the Pittsburg Police Activities League member be a City Councilmember.

B. One member of the Community Advisory Commission shall serve as a liaison to the Youth Advisory Commission.

C. Youth members must be between the age of 13 years to 20 years at the time of appointment or reappointment and must reside within the city limits of Pittsburg, California.

D. Commission members are selected and appointed by the City Council after submitting completed application and formal interview by the Council.

E. The term of office for a youth commissioner is 2 years commencing August 1 and terminating on May 31 or until their successors are appointed. According to City Council policy, members of permanent advisory bodies shall not serve more than two consecutive two-year terms. Members who have served less than four (4) years at the time their terms expire are eligible for reappointment.

2.80.030 Chairperson

There shall be a chairperson and vice-chairperson, which positions shall be filled pursuant to bylaws. The chairperson and vice-chairperson shall serve for a term of one year. A quorum for the transaction of business shall consist of half of the voting members plus one.

2.80.040 Meetings

Meetings of the youth advisory commission shall be held on a regular basis and not less than ten (10) times per year unless there are extraordinary circumstances or lack of business. Agendas shall be posted and noticed as prescribed by law. Commission members shall attend all meetings or notify staff if they are not able to attend. City staff shall provide the City Council with quarterly attendance reports.

2.80.050 Reimbursement for Expenses

A member of the youth advisory commission shall not receive compensation for the performance of his or her duties but shall be entitled to reimbursement for the actual and necessary expenses incurred by the member in the performance of his or her official duties for the city.

The city manager shall submit to the city council for its approval the classes and types of expenses which may be eligible for reimbursement. An item not on the approved list shall be approved before the expenditure is made to be eligible for reimbursement. Each item of reimbursement shall be approved by city manager.

In order to obtain reimbursement, a member shall submit evidence of the expenditure within 45 days of the date the expense was incurred.

2.80.060 Authority and Responsibilities

The youth advisory commission shall have the following responsibilities:

A. Provide input on youth services and programming to the Community Advisory Commission, City Council and to City Staff.

B. Address issues that affect youth in the community.

C. Assist the Recreation Department with the promotion and implementation of youth activities.

D. Generate an annual report on the progress of the Youth Advisory Commission.

E. Attend all regular meeting and subcommittee meetings as assigned; attend the activities planned and sponsored by the Youth Advisory Commission; and promote youth activities and provide support for successful implementation of youth activities and programs.

2.80.070 Committees

The commission may appoint committees. All committees shall be comprised of less than a quorum of the commission. Committees may be appointed for the purpose of studying and advising the commission on any subject within the commission purview of its members comprising less than a quorum of the commission to study and advise the commission on any subject within its purview.

SECTION 2. Severability

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

SECTION 3. Publication.

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on August 17, 2020, and was adopted and ordered published at a meeting of the City Council held on September 21, 2020, by the following vote:

AYES:	Banales, Scales-Preston, White, Killings
NOES:	None
ABSTAINED:	None
ABSENT:	Craft

Jelani Killings, Mayor

ATTEST:
Alice E. Evenson
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 an Ordinance Amending the Municipal Code Chapter 2.80 Relating to the Establishment and Structure of the Pittsburg Youth Advisory Commission

MEETING DATE: September 21, 2020

EXECUTIVE SUMMARY

On August 17, 2020 the City Council held a duly noticed meeting to consider amending Title 2 of the Pittsburg Municipal Code (PMC) to include the establishment and structure of the Pittsburg Youth Advisory Commission.

FISCAL IMPACT

This item has no fiscal impact.

RECOMMENDATION

City Council move to adopt Ordinance No. 20-1477, amending PMC Title 2 related to the establishment and structure of a youth commission.

BACKGROUND

The public hearing for this item was held before the City Council on August 17, 2020. After the close of the public hearing, the City Council moved to introduce and waive further reading of Ordinance No. 20-1477, amending PMC Title 2, as it relates to the establishment of a youth commission.

SUBCOMMITTEE FINDINGS

This item was not presented before a subcommittee.

STAFF ANALYSIS

The attached ordinance to be adopted incorporates the changes made by the City Council to the draft ordinance presented on August 17, 2020, which include the following:

- The Commission shall be made up of a minimum of 3 middle school youth, 4 high school youth, and 2 college youth, unless there are no applicants.
- In no event shall the Pittsburg Police Activities League member be a City Councilmember.
- The 4 non-voting adult members shall be represented by Pittsburg Police Activities League, Pittsburg Unified School District, and 2 At-large Community members.
- Youth members must be between the age of 13 years to 20 years at the time of appointment or reappointment and must reside within the city limits of Pittsburg, California.

After introducing an ordinance, the City Council must approve the action by adopting the ordinance by a majority vote at a subsequent meeting. The ordinance becomes effective 30 days after the date of its adoption.

ATTACHMENTS: Proposed Ordinance No. 20-1477

Report Prepared By: Kolette Simonton, Assistant Director of Economic Development & Recreation

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Receive and File the Report Updating the City's Financial Condition resulting from Covid – 19 Economic Recession

MEETING DATE: October 19, 2020

EXECUTIVE SUMMARY

With the passage of the Fiscal Year (FY) 2020-21 budget, many uncertainties surrounded the financial impact upon the revenues received throughout the City. This report and the power point presentation will provide an update on the FY 2019-20 results and a snap shot of the current status of both Revenues and Expenses through the first quarter of FY 2020-21.

FISCAL IMPACT

The overall impact of revenues and expenses to the General Fund were slightly better than projected for FY 2019-20 and the General Fund is tracking as budgeted through the first quarter of FY 2020-21.

RECOMMENDATION

The City Council accept the report as presented and reconsider any structural changes to the FY 2020-21 budget once until the variable taxes are received in December 2020.

BACKGROUND

The Operating Budget for Fiscal Year 2020-21 for the City of Pittsburg was approved by the City Council on June 29, 2020. The Budget as presented was based upon the best information available at that time, given the unknown financial impacts that the slowing of the economy might have on the City's revenues streams. The City Council requested that the Finance Subcommittee be provided monthly updates on the both the close out of FY 2019-20 and the current status of the revenues and expenses for all funds in FY 2020-21. The Finance Subcommittee was presented these reports on August 7th, September 4th and October 9th. Staff was further directed to provide the City Council with Quarterly updates in October, January, April and after the end of FY 2020-21.

SUBCOMMITTEE FINDINGS

On April 17, May 1, May 15 and May 29, 2020, the Finance Subcommittee met to review the Draft Operating Budget. Public Budget Workshops were held on April 20, May 4, and June 8 and June 22, 2020. A Final Finance Subcommittee Meeting was held on June 12, 2020 to review the proposed budget. The Finance Subcommittee did not have any changes to the City's Fiscal Year 2020-21 Proposed Budget.

STAFF ANALYSIS

Fiscal Year 2019-20

The General Fund exceeded both the original and amended budgets in both revenues and expenses ending the year in better financial positions than previously projected. The following table provides a summary of these results.

	FY 2019-20 Original Budget	FY 2019-20 Amended Budget	FY 2019-20 Actual
Revenues	$ 47,124,308	$ 47,784,654	$ 48,514,089
Expenses	47,743,323	48,571,571	48,986,039
Net	$ (619,015)	$ (786,917)	$ (471,950)

The overall results of operations for FY 2019-20 were better than both the original and amended budgets overall. Revenues exceeded expectations resulting from the receipt of Sales and Use Taxes from the County Pool, while expenses saw an increase from the purchase of property on Railroad Avenue offset by savings across the departments in anticipation of the economic slowdown associated with the Covid-19 virus. While the final use of fund balance was smaller than projected, the uncertainty of future revenues from consumer-based spending is still uncertain and should be closely monitored throughout FY 2020-21. The biggest variable revenues for the general fund will continue to be sales and use tax, transient occupancy tax (TOT) and property taxes, given the uncertainty of the economy and actions taken at the State and Federal governments.

Non-General Funds also resulted in a reduced use of fund balances overall. This was primarily due to the mandatory shutdown of the economy imposed by the State of California and the Contra Costa County Health officials. The projected capital projects were paused during this shutdown and like the General Funds, staff reduced costs where applicable in anticipation of potentially lower revenues. Due to the slowing of projects, the carry forward budget of capital projects into FY 2020-21 results in a CIP carryforward of $41.9 million, the highest in the past five years. Each year CIP projects are carried forward but this year's slowing of the economy and construction in the spring of 2020 added to the carryover into FY 2020-21.

	FY 2019-20 Original Budget	FY 2019-20 Amended Budget	FY 2019-20 Actual
Revenues	$ 168,915,364	$ 198,267,816	$ 184,487,212
Expenses	164,338,295	220,985,502	168,471,558
Net	$ 4,577,069	$ (22,717,686)	$ 16,015,654

Fiscal Year 2020-21

The General Fund revenues in FY 2020-21 are tracking as budgeted and expected through September for normal revenues when compared to previous years. There are however a few major revenue sources that remain uncertain at this point. Property and property-based taxes (Prop 172 Public Safety and Motor Vehicle in-lieu) and Successor Agency Pass-through taxes are received in December and June of each year. Sales and Use taxes are received one quarter behind the actual payment from the State and will not know the true Sales Tax and Measure M ½% Sales Tax revenue until mid-December.

Expenses are trending 8% over the expected year to date projections, however this is since the City pre-funds the annual Unfunded Actuarial Liability (UAL) payment in July for the whole fiscal year to save 7% versus monthly payments. Had the City not pre-paid the UAL in July, total expenses would be under projected costs at this point. This is due to a cautious approach to spending in all departments of the General Fund.

	FY 2020-21			
	Annual Original Budget	Amended Budget	25 % of Budget Amended Budget	1st Qtr. Actual
Revenues	$ 40,624,579	$ 40,624,579	$ 10,156,145	$ 2,869,161
Expense	43,124,579	43,222,005	10,805,501	11,633,717
Net	$ (2,500,000)	$ (2,597,426)	$ (649,357)	$ (8,764,556)

Please see the attached General Fund Summary for a table showing both revenues and expenses by department for the General Fund.

Non-General Funds are also following with projections. As with the General Fund, taxes are not linearly received over the course of the year with Property and other revenues received quarterly, semi-annually or annually. At this point, the revenues are consistent with past years and the budget appears to be on track through the first quarter of the year.

	FY 2020-21			
	ANNUAL Original Budget	Amended Budget	25 % of Budget Amended Budget	1st QTR Actual
Revenues	$ 168,810,476	$ 171,856,114	$ 42,964,029	$ 17,318,491
Expenses	158,827,740	169,307,417	42,326,854	23,918,080
Net	$ 9,982,736	$ 2,548,697	$ 637,174	$ (6,599,589)

Please see the attached Non-General Fund Summary for a table showing both revenues and expenses by fund and explanations as to timing differences.

ATTACHMENTS: General Fund Summary
Non-General Fund Summary

Report Prepared By: Brad Farmer, Director of Finance

City of Pittsburg
Monthly Analysis FY 2020-21

General Fund Only	19-20 Original Budget	19-20 Amended Budget	19-20 Actual	Actual as a % of Amended Budget		20-21 Original Budget	20-21 Amended Budget	25 % of Budget Amended Budget	20-21 Actual	Actual as a % of Amended Budget		Notes
Revenues	**47,124,308**	**47,784,654**	**48,514,089**	102%	**Revenues**	**40,624,579**	**40,624,579**	**10,156,145**	**2,869,161**	28%		
Expense	**47,743,323**	**48,571,571**	**48,986,039**	101%	**Expense**	**43,124,579**	**43,222,005**	**10,805,501**	**11,633,717**	108%		
Net	**(619,015)**	**(786,917)**	**(471,950)**	60%	**Net**	**(2,500,000)**	**(2,597,426)**	**(649,357)**	**(8,764,556)**	1350%		
Revenues	**19-20 Original Budget**	**19-20 Amended Budget**	**19-20 Actual**			**20-21 Original Budget**	**20-21 Amended Budget**	**20-21 % of Budget**	**20-21 Actual**			
City Council	-	-	-	n/a		-	-	-	-	n/a		
City Manager	-	-	-	n/a		-	-	-	-	n/a		
City Clerk	10	180	30	17%		100	100	25	-	0%		
City Attorney	-	836	2,844	340%		-	-	-	-	n/a		
Human Resources	-	5,910	5,910	100%		5,000	5,000	1,250	-	0%		
Treasurer	-	-	-	n/a		-	-	-	-	n/a		
Finance	672,100	675,516	708,275	105%		573,400	573,400	143,350	45,853	32%		Ok - Bus. Lic Dec - Feb
Planning	839,850	844,019	459,584	54%		828,080	828,080	207,020	92,406	45%		Timing of revenues - ok
Building - Code	2,014,440	2,017,387	1,039,301	52%		1,451,132	1,451,132	362,783	395,170	109%		
Engineering	1,253,658	1,211,393	1,422,693	117%		1,317,053	1,317,053	329,263	292,113	89%		
Code Enforcement	-	-	-	n/a		220,075	220,075	55,019	18,355	33%	84%	CE - Ok- revenues always lag tickets issued.
Rec - Admin	2,000	6,416	6,125	95%		3,600	3,600	900	55	6%		
Red - Youth	85,006	82,595	88,030	107%		70,206	70,206	17,552	-	0%		Measure M lags one quarter
Rec - Summer	-	-	-	n/a		-	-	-	-	n/a		
Rec - Aquatics	179,500	179,500	72,166	40%		54,500	54,500	13,625	7,688	56%		Ok - With most items budgeted for spring 2021
Rec - Sports	115,000	121,140	110,062	91%		95,000	95,000	23,750	-	0%		
Rec - Special Int	-	-	-	n/a		-	-	-	-	n/a		
Rec - Comm Events	6,000	10,195	7,227	71%		3,000	3,000	750	-	0%		
Rec - Small World	130,400	132,192	64,183	49%		53,250	53,250	13,313	-	0%		
Rec - SR Center	435,350	424,329	426,011	100%		338,942	338,942	84,736	1,264	1%		Measure M lags one quarter
Rec - Facilities Rental	36,000	36,000	12,541	35%		12,000	12,000	3,000	(382)	-13%	5%	
PD - Admin	7,439,687	7,482,411	7,580,227	101%		5,726,525	5,726,525	1,431,631	498,988	35%		Rev. from SRO, Measure M lags 1 qtr - ok
PD - Operations	2,070,000	2,070,000	2,070,188	100%		2,034,000	2,034,000	508,500	514,230	101%		Rev. from CFD's - ok
PD - Investigations	-	7,619	18,497	243%		7,000	7,000	1,750	4,662	266%		
PD - Support	176,368	176,368	176,368	100%		-	-	-	-	n/a		
PD - Family Justice	-	-	-	n/a		-	-	-	-	n/a		
PD - Marine	-	-	-	n/a		-	-	-	-	n/a	52%	
PW - Graffiti Removal	-	-	-	n/a				-	-	n/a		
PW - Admin	145,009	145,009	145,009	100%		145,009	145,009	36,252	36,252	100%		
PW - Streets	1,851,931	1,854,007	1,851,607	100%		1,835,131	1,835,131	458,783	419,379	91%		
PW - Swin Maint	-	-	-	n/a		-	-	-	-	n/a	92%	
Admin - Cost Recovery	1,764,962	1,763,170	1,855,116	105%		1,638,953	1,638,953	409,738	384,740	94%		
Non- Departmental	27,507,037	28,138,462	29,992,095	107%		23,806,623	23,806,623	5,951,656	56,888	1%		Prop., RDA, MV in-lieu 2x year (Dec & June) -
Transfers	400,000	400,000	400,000	100%		406,000	406,000	101,500	101,500	100%		
	47,124,308	47,784,654	48,514,089			40,624,579	40,624,579	10,156,145	2,869,161			
	-	-	-			-	-	-	-			

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City of Pittsburg
Monthly Analysis FY 2020-21

Expenses	19-20 Original Budget	19-20 Amended Budget	19-20 Actual			20-21 Original Budget	20-21 Amended Budget	20-21 25 % of Budget	20-21 Actual			
City Council	115,857	119,543	101,906	85%		104,581	104,581	26,145	18,891	72%		ok
City Manager	240,160	252,655	243,187	96%		172,412	172,412	43,103	38,961	90%		UAL 10k for full YR - ok
City Clerk	416,656	445,760	392,861	88%		487,016	487,016	121,754	87,663	72%		UAL 21k for full YR - ok
City Attorney	397,703	397,715	287,218	72%		352,705	352,705	88,176	61,353	70%		UAL 191k for full YR - ok
Human Resources	1,250,512	1,278,667	1,162,332	91%		1,097,427	1,097,427	274,357	282,879	103%		UAL 56k for full YR - ok
Treasurer	6,286	6,331	6,343	100%		6,223	6,223	1,556	1,399	90%		ok
Finance	1,538,430	1,531,384	1,475,469	96%		1,378,032	1,378,032	344,508	320,748	93%		UAL 65k for full YR - ok
Planning	1,687,068	1,699,646	1,508,546	89%		1,401,108	1,401,108	350,277	336,485	96%		UAL 58k for full YR - ok
Building - Code	925,592	940,850	889,802	95%		986,102	986,102	246,526	251,273	102%		UAL 52k for full YR - ok
Engineering	2,393,085	2,192,076	2,371,921	108%		1,946,527	1,971,527	492,882	494,694	100%		UAL 116k for full YR - ok
Code Enforcement	-	-	-	n/a		437,121	437,121	109,280	123,780	113%	101%	UAL 23.7k for full YR - ok
Rec - Admin	318,117	317,345	294,908	93%		259,587	259,587	64,897	64,812	100%		UAL 7.6k, CC Fee annual 8478 - ok
Red - Youth	62,768	62,768	44,595	71%		46,166	46,166	11,542	10,227	89%		ok
Rec - Summer	45,533	115,208	34,014	30%		10,000	10,000	2,500	34	1%		ok
Rec - Aquatics	202,979	204,678	145,108	71%		52,510	52,510	13,128	21,633	165%		Percentage lower than Aug. (life guard trainin
Rec - Sports	198,620	208,326	189,664	91%		186,487	186,487	46,622	43,116	92%	0.41	Salary & UAL 10k for full YR - ok
Rec - Special Int	4,000	4,171	1,476	35%		3,000	3,000	750	27	4%		ok
Rec - Comm Events	42,893	48,983	17,957	37%		22,247	22,247	5,562	54	1%		ok
Rec - Small World	114,594	114,714	79,911	70%		63,000	63,000	15,750	5,839	37%		ok
Rec - SR Center	477,958	486,824	451,816	93%		413,087	413,087	103,272	79,159	77%		ok
Rec - Facilities Rental	-	-	-	n/a		-	-	-	-	n/a	85%	n/a
PD - Admin	6,758,746	6,899,893	6,904,144	100%		6,151,871	6,223,871	1,555,968	1,279,446	82%		Salary & UAL 192k for full YR - ok
PD - Operations	15,170,821	15,193,099	15,556,161	102%		14,711,753	14,711,753	3,677,938	4,474,522	122%		Salary & UAL 1.3 M for full YR - ok
PD - Investigations	3,835,753	3,949,822	3,735,006	95%		3,594,981	3,594,981	898,745	948,433	106%		Salary & UAL 273k for full YR - ok
PD - Support	3,554,649	3,690,835	3,652,950	99%		2,944,531	2,944,531	736,133	806,880	110%		UAL 213k for full YR - ok
PD - Family Justice	43,206	48,203	47,865	99%		44,204	44,204	11,051	12,770	116%		UAL 4k for full YR - ok
PD - Marine	13,000	16,658	12,129	73%		14,700	14,700	3,675	2,406	65%	109%	Ok - Insurance for full year paid in July
PW - Graffiti Removal	182,490	178,976	148,656	83%		161,312	161,312	40,328	34,602	86%		Salary & UAL 7k for full YR - ok
PW - Admin	101,914	101,014	96,637	96%		83,476	83,476	20,869	27,590	132%		ok
PW - Streets	3,063,387	3,020,620	2,919,348	97%		3,510,624	3,111,050	777,763	1,108,407	143%		Full $500k trsf to Streets CIP - ok
PW - Swim Maint	170,489	169,540	140,768	83%		161,576	161,576	40,394	21,139	52%	136%	ok
Admin - Cost Recovery	-	-	-	n/a		-	-	-	-	n/a		n/a
Non- Departmental	2,925,168	3,026,689	4,226,709	140%		1,357,277	1,357,277	339,319	433,761	128%		Costs are for building allocation expenses - ok
Transfers	1,484,889	1,848,578	1,846,632	100%		962,936	1,362,936	340,734	240,734	71%		ok
	47,743,323	48,571,571	48,986,039			43,124,579	43,222,005	10,805,501	11,633,717	108%		
	-	-	-			-	-	-	-			

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9/30/2020											
Monthly Analysis											
	FY 19-20					FY 20-21					
						ANNUAL		25 % of Budget	Actual	Actual as a % of	
	Original Budget	Amended Budget	Actual 9/24/2020	Actual as a % of Amended Budget		Original Budget	Amended Budget	Amended Budget	9/24/2020	Amended Budget	
Fund 112	**Payroll Imprest**										
Revenues			510	0%				-	10	0%	
Expense				0%				-		0%	
Net	-	-	510			-	-	-	10		
Fund 120	**California Theater**										
Revenues	453,807	490,791	359,897	73%		315,330	315,330	78,833	37,188	47%	ok - Theatre closed at this point - Covid
Expense	466,747	547,547	434,127	79%		320,292	320,292	80,073	22,554	28%	ok
Net	(12,940)	(56,756)	(74,230)			(4,962)	(4,962)	(1,241)	14,634		
Fund 130	**General Plan Update**										
Revenues	160,000	164,200	164,798	100%		160,000	160,000	40,000	27,500	69%	ok - pending budgeted grant applications
Expense	160,000	367,264	99,946	27%		160,000	160,000	40,000	-	0%	ok
Net	-	(203,064)	64,852			-	-	-	27,500		
Fund 140	**Emergency Operations Center**										
Revenues	55,000	55,124	55,232	100%		55,075	55,075	13,769	13,750	100%	ok
Expense	54,700	49,050	50,970	104%		41,600	41,600	10,400	5,000	48%	ok
Net	300	6,074	4,262			13,475	13,475	3,369	8,750		
Fund 202	**Economic Development**										
Revenues	523,727	465,911	478,937	103%		441,172	441,172	110,293	75,582	69%	ok - Meas M allocation at least 2 months in arrears and BID mostly come in at year-end during renewal period
Expense	366,555	349,634	321,106	92%		366,151	376,151	94,038	61,209	65%	ok
Net	157,172	116,277	157,831			75,021	65,021	16,255	14,373		
Fund 203	**Gas Tax #1**										
Revenues	1,586,571	2,856,578	1,854,524	65%		1,234,503	1,299,503	324,876	243,804	75%	ok - State distribution are at least a month or two in arrears
Expense	1,364,211	3,696,320	1,567,351	42%		1,162,111	1,350,972	337,743	420,608	125%	ok - One-time Transfers-Out of $124k (amended budget as needed) to fund ongoing RMRA projects
Net	222,360	(839,742)	287,173			72,392	(51,469)	(12,867)	(176,804)		
Fund 204	**Measure J Tax**										
Revenues	877,200	5,575,663	1,309,766	23%		742,900	742,900	185,725	(9,434)	-5%	ok - Negative amount reflects over-accrued CCTA OBAG prior year drawdown estimate. Annual CCTA Meas J distribution (budgeted @ $742k normally comes in at year-end
Expense	857,332	5,838,111	1,445,029	25%		695,332	771,141	192,785	281,306	146%	ok - Budget does not yet reflect budget carry-over from prior year
Net	19,868	(262,448)	(135,263)			47,568	(28,241)	(7,060)	(290,740)		
Fund 205	**Citywide Lighting & Landscape**										
Revenues	4,289,511	4,168,214	4,169,082	100%		3,983,920	4,383,920	1,095,980	237,083	22%	ok - Assessments on tax roll normally comes in Dec, April & June from the County
Expense	4,293,323	4,342,261	4,042,739	93%		3,993,813	4,486,022	1,121,506	938,141	84%	ok
Net	(3,812)	(174,047)	126,343			(9,893)	(102,102)	(25,526)	(701,058)	2747%	
Fund 206	**Lighting & Landscaping - Oak Hills Assess**										
Revenues	34,923	35,522	35,510	100%		35,022	35,022	8,756	166	2%	ok - Assessments on tax roll normally comes in Dec, April & June from the County
Expense	37,298	37,328	12,348	33%		36,605	36,605	9,151	2,798	31%	ok
Net	(2,375)	(1,806)	23,162			(1,583)	(1,583)	(396)	(2,632)		

9/30/2020											
Monthly Analysis											
	FY 19-20					FY 20-21					
						ANNUAL		25 % of Budget			
	Original Budget	Amended Budget	Actual 9/24/2020	Actual as a % of Amended Budget		Original Budget	Amended Budget	Amended Budget	Actual 9/24/2020	Actual as a % of Amended Budget	
Fund 207	Ntnl Pollutnt Dischrg Elimin Systm (NPDES)										
Revenues	1,234,759	1,234,759	1,101,999	89%		1,262,431	1,262,431	315,608	4,264	1%	ok - Disbursements from the County comes in around April & August
Expense	1,308,926	1,470,269	968,797	66%		1,405,268	1,490,007	372,502	265,703	71%	ok
Net	(74,167)	(235,510)	133,202			(142,837)	(227,576)	(56,894)	(261,439)		
Fund 208	Southwest Pittsburg - GHAD II										
Revenues	958,837	992,076	1,041,656	105%		1,002,075	1,002,075	250,519	-	0%	ok - Assessments on tax roll normally comes in Dec, April & June from the County
Expense	703,360	703,585	606,016	86%		615,175	838,141	209,535	149,684	71%	ok
Net	255,477	288,491	435,640			386,900	163,934	40,984	(149,684)		
Fund 209	San Marco CFD 2004-01										
Revenues	1,023,309	1,052,076	1,051,092	100%		1,128,610	1,128,610	282,153	-	0%	ok - Assessments on tax roll normally comes in Dec, April & June from the County
Expense	1,139,200	1,139,200	1,133,153	99%		1,060,000	1,060,000	265,000	262,500	99%	ok
Net	(115,891)	(87,124)	(82,061)			68,610	68,610	17,153	(262,500)		
Fund 210	Solid Waste Fund										
Revenues	604,000	636,500	673,654	106%		544,700	544,700	136,175	725	1%	ok - CCWS transfer station surcharge revenue comes in quarterly
Expense	620,379	648,218	547,475	84%		484,644	571,695	142,924	93,425	65%	ok
Net	(16,379)	(11,718)	126,179			60,056	(26,995)	(6,749)	(92,700)		
Fund 211	Park Maintenance CFD 2007-1										
Revenues	127,186	135,959	132,370	97%		145,760	145,760	36,440	-	0%	ok - Assessments on tax roll normally comes in Dec, April & June from the County
Expense	87,609	89,533	62,476	70%		72,585	85,434	21,359	14,679	69%	ok
Net	39,577	46,426	69,894			73,175	60,326	15,082	(14,679)		
Fund 213	R/R Ave BART CFD 2004-1										
Revenues	20,068	20,368	27,153	133%		10,150	10,150	2,538	6,689	264%	ok - collected as specific permits are issued by Engineering
Expense	-	-	70,197	0%		2,500	2,500	625	-	0%	ok
Net	20,068	20,368	(43,044)			7,650	7,650	1,913	6,689		
Fund 214	Project Amenities Mgmt (CFD 2016-1)										
Revenues	26,172	-	27,119	0%		27,188	27,188	6,797	-	0%	ok - Assessments on tax roll normally comes in Dec, April & June from the County
Expense	3,800	-	2,652	0%		2,400	2,400	600	-	0%	ok
Net	22,372	-	24,467			24,788	24,788	6,197	-		
Fund 215	Fire District CFD										
Revenues	6,288	6,633	6,636	100%		6,657	6,657	1,664	-	0%	ok - Assessments on tax roll normally comes in Dec, April & June from the County
Expense	2,125	2,232	2,102	94%		2,028	2,028	507	-	0%	ok
Net	4,163	4,401	4,534			4,629	4,629	1,157	-		
Fund 219	Vista Del Mar										
Revenues	350,812	350,512	350,241	100%		367,490	367,490	91,873	-	0%	ok - Assessments on tax roll normally comes in Dec, April & June from the County
Expense	380,800	380,800	380,690	100%		340,700	340,700	85,175	85,000	100%	ok
Net	(29,988)	(30,288)	(30,449)			26,790	26,790	6,698	(85,000)		
Fund 220	Public Safety Service CFD 2005-1										
Revenues	517,521	590,103	589,827	100%		667,600	667,600	166,900	-	0%	ok - Assessments on tax roll normally comes in Dec, April & June from the County
Expense	570,100	570,100	564,020	99%		644,000	644,000	161,000	160,000	99%	ok
Net	(52,579)	20,003	25,807			23,600	23,600	5,900	(160,000)		

9/30/2020											
Monthly Analysis											
	FY 19-20					FY 20-21					
						ANNUAL		25 % of Budget	Actual	Actual as a % of	
	Original Budget	Amended Budget	Actual 9/24/2020	Actual as a % of Amended Budget		Original Budget	Amended Budget	Amended Budget	9/24/2020	Amended Budget	
Fund 221	**Asset Forfeitures**										
Revenues	15,740	34,569	33,830	98%		-	-	-	30,406	0%	ok - Forfeited funds to PD as cases are setted with the District Attorney
Expense	15,000	15,000	326	2%		-	-	-	1,815	0%	ok
Net	740	19,569	33,504			-	-	-	28,591		
Fund 222	**Marina Vista Field Replacement Fund**										
Revenues	4,200	20,500	17,252	84%		12,500	12,500	3,125	-	0%	No Field activities due to COVID
Expense	-	-	8,318	0%		-	-	-	-	0%	ok
Net	4,200	20,500	8,934			12,500	12,500	3,125	-		
Fund 225	**Hillview Jr. High Athletic Field**										
Revenues	3,200	8,000	61,587	770%		29,000	29,000	7,250	-	0%	No Field activities due to COVID
Expense	-	-	10,525	0%		-	-	-	-	0%	ok
Net	3,200	8,000	51,062			29,000	29,000	7,250	-		
Fund 226	**GHAD Administration**										
Revenues	521,860	522,660	490,164	94%		500,400	612,866	153,217	125,000	82%	ok
Expense	521,860	489,503	384,652	79%		401,570	513,118	128,280	114,619	89%	ok
Net	-	33,157	105,512			98,830	99,748	24,937	10,381		
Fund 227	**Public, Education & Gov't Fees (PEG)**										
Revenues	168,500	168,500	167,718	100%		124,000	124,000	31,000	-	0%	ok - Franchise Fees from Comcast/AT&T are due quarterly.
Expense	145,500	126,500	38,698	31%		137,000	137,000	34,250	4,713	14%	ok
Net	23,000	42,000	129,020			(13,000)	(13,000)	(3,250)	(4,713)		
Fund 228	**Gas Tax - Road Maint & Rehab**										
Revenues	1,360,657	2,800,294	1,584,328	57%		964,049	1,576,336	394,084	892,139	226%	ok - Includes $458k one-time transfer from CIP fund for RMRA ongoing projects
Expense	1,352,427	2,778,376	506,344	18%		1,027,553	2,037,855	509,464	34,516	7%	ok - timing and completion of projects
Net	8,230	21,918	1,077,984			(63,504)	(461,519)	(115,380)	857,623		
Fund 231	**Housing Rehab Loan - CDBG**										
Revenues	180,399	119,725	26,685	22%		14,217	14,217	3,554	-	0%	ok - Depends on when drawdown is submitted (reimbursement based... found no timing trend)
Expense	-	120,374	27,518	23%		10,000	10,000	2,500	1,048	42%	ok - timing of loans issued
Net	180,399	(649)	(833)			4,217	4,217	1,054	(1,048)		
Fund 232	**Housing Rehab Loans-Home**										
Revenues	-	30	25	83%		-	-	-	-	0%	ok
Expense	-	-	-	0%		-	-	-	-	0%	ok
Net	-	30	25			-	-	-	-		
Fund 233	**Cmmnity Dvlpmnt Blck Grt-Entlmnt (CDBG)**										
Revenues	919,673	1,219,876	780,732	64%		634,112	866,620	216,655	391	0%	ok - Depends on when drawdown is submitted (reimbursement based... found no timing trend)
Expense	894,502	1,181,976	777,186	66%		671,417	903,925	225,981	35,725	16%	ok - timing of operating expenses
Net	25,171	37,900	3,546			(37,305)	(37,305)	(9,326)	(35,334)		

9/30/2020											
Monthly Analysis											
	FY 19-20					FY 20-21					
						ANNUAL		25 % of Budget	Actual	Actual as a % of	
	Original Budget	Amended Budget	Actual 9/24/2020	Actual as a % of Amended Budget		Original Budget	Amended Budget	Amended Budget	9/24/2020	Amended Budget	
Fund 241	**Housing Authority - Seciton 8**										
Revenues	17,691,357	17,676,655	17,597,182	100%		18,583,311	18,583,311	4,645,828	2,756,085	59%	ok - September activity has not posted yet. JE will be prepared first week in October and post into September.
Expense	17,649,096	17,603,064	17,563,383	100%		18,406,848	18,406,848	4,601,712	3,212,639	70%	ok - September activity has not posted yet. JE will be prepared first week in October and post into September.
Net	42,261	73,591	33,799			176,463	176,463	44,116	(456,554)		
Fund 243	**NSP Neighborhood Stabilization Prgm**										
Revenues	680	700	913	130%		400	400	100	-	0%	ok - Investment Rev post quarterly
Expense	-	-	-	0%		-	-	-	-	0%	ok
Net	680	700	913			400	400	100	-		
Fund 245	**CalHome Program**										
Revenues	1,500	50,070	51,611	103%		1,100	1,100	275	46,436	16886%	ok - Loan payoff and Investment Rev post quarterly
Expense	-	-	-	0%		-	-	-	-	0%	ok
Net	1,500	50,070	51,611			1,100	1,100	275	46,436		
Fund 248	**Successor Agency Housing Fund**										
Revenues	332,917	243,525	648,223	266%		211,317	211,317	52,829	4,986	9%	ok - Investment Rev post quarterly/no loan payoff for July-September/Housing JE will be prepared first week of October and book in September
Expense	914,303	911,843	282,620	31%		390,455	390,455	97,614	13,962	14%	Gateway/Domus lease payment is quarterly -$30k for July-September, missing Domus CAM-$7k for July-September and timing of housing rehab loans and hiring of contractual services
Net	(581,386)	(668,318)	365,603			(179,138)	(179,138)	(44,785)	(8,976)		
Fund 255	**CA Energy Conservation Program**										
Revenues	74,500	74,500	74,497	100%		74,500	74,500	18,625	-	0%	ok - Transfer-in from L&L post Dec & June
Expense	74,497	74,497	74,497	100%		74,500	74,500	18,625	-	0%	ok
Net	3	3	-			-	-	-	-		
Fund 281	**PW - Local Enforcement Agency Grants (LEA)**										
Revenues	-	15,959	15,959	100%		-	-	-	(1,596)	0%	ok - Reversal of YE 19-20 Accrual for LEA 10% retenion. As of 9/24/2020 havent received the funds
Expense	-	15,500	15,960	103%		-	-	-	-	0%	ok
Net	-	459	(1)			-	-	-	(1,596)		
Fund 282	**PW - Oil Recycle Grants**										
Revenues	-	34,241	17,723	52%		-	-	-	-	0%	ok
Expense	-	34,241	17,723	52%		-	-	-	-	0%	ok
Net	-	-	-			-	-	-	-		
Fund 283	**PW - Beverage Container Recycle Grants**										
Revenues	-	37,258	7,897	21%		-	-	-	-	0%	ok
Expense	-	37,258	7,896	21%		-	-	-	-	0%	ok
Net	-	-	1			-	-	-	-		
Fund 291	**Local Law Enfrcmnt Block Grants (LLEBG)**										
Revenues	-	19,769	19,772	100%		-	-	-	593	0%	ok - Additional revenue received in FY 21 for a 19-20 accrual for the JAG grant
Expense	-	19,769	19,772	100%		-	-	-	-	0%	ok
Net	-	-	-			-	-	-	593		

9/30/2020											
Monthly Analysis											
	FY 19-20					FY 20-21					
						ANNUAL		25 % of Budget	Actual	Actual as a % of	
	Original Budget	Amended Budget	Actual 9/24/2020	Actual as a % of Amended Budget		Original Budget	Amended Budget	Amended Budget	9/24/2020	Amended Budget	
Fund 293	Supplemntl Law enfrcmnt Program (SLESF)										
Revenues	1,900	374,479	182,087	49%		3,000	3,000	750	-	0%	ok - Investment Rev post quarterly
Expense	-	369,039	180,731	49%		-	-	-	2,375	0%	ok - timing
Net	1,900	5,440	1,356			3,000	3,000	750	(2,375)		
Fund 295	Regional Freeway Security Fund										
Revenues	-	878,892	550,034	63%		-	-	-	(367,672)	0%	ok - Reversal of Revenue accrued prior year not yet received.
Expense	-	1,157,526	604,403	52%		-	-	-	418	0%	ok
Net	-	(278,634)	(54,369)			-	-	-	(368,090)		
Fund 299	Misc Grants - Non Interest										
Revenues	141,034	384,872	226,309	59%		400,000	400,000	100,000	68,712	69%	ok - Grant funds are received on reimbursement basis.
Expense	141,034	333,854	222,022	67%		400,000	400,000	100,000	69,708	70%	ok
Net	-	51,018	4,287			-	-	-	(996)		
Fund 301	Pittsburg CIP - Non-Departmental										
Revenues	500,000	2,398,200	1,669,136	70%		-	500,000	125,000	494,263	395%	ok - CIP Budget not yet carried over
Expense	500,000	2,490,986	266,378	11%		-	500,000	125,000	459,456	368%	ok - CIP Budget not yet carried over
Net	-	(92,786)	1,402,758			-	-	-	34,807		
Fund 302	K Kirker Creek Drainage										
Revenues	3,000	9,709	12,423	128%		3,000	3,000	750	-	0%	ok - investment earning post quarterly
Expense	18,360	21,469	19,822	92%		18,360	18,360	4,590	4,590	100%	ok
Net	(15,360)	(11,760)	(7,399)			(15,360)	(15,360)	(3,840)	(4,590)		
Fund 303	Local Traffic Mitigation										
Revenues	1,339,157	5,697,760	819,720	14%		1,702,315	1,702,315	425,579	(47,173)	-11%	ok - CIP Budget not yet carried over
Expense	85,157	4,524,726	518,126	11%		76,368	76,368	19,092	21,435	112%	ok - CIP Budget not yet carried over
Net	1,254,000	1,173,034	301,594			1,625,947	1,625,947	406,487	(68,608)		
Fund 304	Park Dedication										
Revenues	951,955	1,469,455	995,015	68%		2,190,792	2,190,792	547,698	134,629	25%	ok - Timing of Projects pushed out.
Expense	716,104	2,007,587	228,198	11%		58,049	58,049	14,512	30,580	211%	ok - CIP Budget not yet carried over
Net	235,851	(538,132)	766,817			2,132,743	2,132,743	533,186	104,049		
Fund 305	Inclusionary Housing										
Revenues	4,000	8,000	8,039	100%		4,000	4,000	1,000	-	0%	ok - investment earning post quarterly
Expense	-	-	-	0%		-	-	-	-	0%	ok
Net	4,000	8,000	8,039			4,000	4,000	1,000	-		
Fund 306	Traffic Impact Fair Share										
Revenues	5,000	8,500	10,065	118%		4,000	4,000	1,000	-	0%	ok - investment earning post quarterly
Expense	-	-	-	0%		-	-	-	-	0%	ok
Net	5,000	8,500	10,065			4,000	4,000	1,000	-		
Fund 307	Regional Traffic Mitigation - PRTDIM										
Revenues	8,000	7,000	73,116	1045%		2,500	2,500	625	-	0%	ok - investment earning post quarterly
Expense	-	255,905	238,185	93%		-	-	-	-	0%	ok
Net	8,000	(248,905)	(165,069)			2,500	2,500	625	-		

9/30/2020											
Monthly Analysis											
	FY 19-20					FY 20-21					
						ANNUAL		25 % of Budget	Actual	Actual as a % of	
	Original Budget	Amended Budget	Actual 9/24/2020	Actual as a % of Amended Budget		Original Budget	Amended Budget	Amended Budget	9/24/2020	Amended Budget	
Fund 310	**Infrastructure Repair & Replacement - Non-Departmental**										
Revenues	5,000	7,000	7,252	104%		3,000	3,000	750	-	0%	ok - investment earning post quarterly
Expense	-	346,890	346,890	100%		-	-	-	-	0%	ok
Net	5,000	(339,890)	(339,638)			3,000	3,000	750	-		
Fund 312	**Bailey Road Maintenance**										
Revenues	13,000	131,000	186,283	142%		162,000	162,000	40,500	-	0%	ok
Expense	-	-	-	0%		-	-	-	-	0%	ok
Net	13,000	131,000	186,283			162,000	162,000	40,500	-		
Fund 322	**Community Capital Improvement**										
Revenues	-	64,363	65,704	102%		-	-	-	30,000	0%	ok
Expense	-	227,017	29,031	13%		-	30,000	7,500	42,982	573%	ok - CIP Budget not yet carried over
Net	-	(162,654)	36,673			-	(30,000)	(7,500)	(12,982)		
Fund 412	**Pension Obligations**										
Revenues	4,494,693	4,494,693	4,511,458	100%		4,479,886	4,479,886	1,119,972	1,116,247	100%	ok
Expense	4,479,693	4,479,693	4,411,864	98%		4,351,996	4,351,996	1,087,999	3,672,498	338%	ok - Timing of bond payment in current quarter
Net	15,000	15,000	99,594			127,890	127,890	31,973	(2,556,251)		
Fund 500	**Water Revenue Bond Proceeds**										
Revenues	28,000	28,000	170,320	608%		14,000	14,000	3,500	-	0%	ok - investment earning post quarterly
Expense	-	1,694,000	1,694,000	100%		-	-	-	-	0%	ok
Net	28,000	(1,666,000)	(1,523,680)			14,000	14,000	3,500	-		
Fund 501	**Water Operations**										
Revenues	23,132,879	23,518,327	25,478,388	108%		23,384,664	23,384,664	5,846,166	4,358,659	75%	ok - Water sales almost 1 month in arrears. Customers are billed based on usage. We do an accrual to capture total sales at year-end
Expense	22,376,136	29,627,717	26,968,627	91%		21,761,308	22,148,169	5,537,042	4,968,039	90%	ok
Net	756,743	(6,109,390)	(1,490,239)			1,623,356	1,236,495	309,124	(609,380)		
Fund 502	**Water Facility Reserve - WTP Expansion**										
Revenues	88,802	183,660	269,736	147%		110,700	110,700	27,675	20,976	76%	ok - Timing of Projects pushed out.
Expense	-	527,203	13,665	3%		-	-	-	1,053	0%	ok
Net	88,802	(343,543)	256,071			110,700	110,700	27,675	19,923		
Fund 503	**Water Fac-Water Distribution**										
Revenues	47,394	282,598	361,224	128%		111,014	111,014	27,754	303	1%	ok - Timing of Projects pushed out.
Expense	-	827,500	827,500	100%		-	-	-	-	0%	ok
Net	47,394	(544,902)	(466,276)			111,014	111,014	27,754	303		
Fund 504	**Water Fac Rsrve-Zone I/II Reservoir**										
Revenues	10,000	14,000	19,938	142%		7,000	7,000	1,750	-	0%	ok - investment earning post quarterly - ok
Expense	-	-	-	0%				-		0%	ok
Net	10,000	14,000	19,938			7,000	7,000	1,750	-		
Fund 505	**Water Fac Rsrve - SE 20" Trans Line**										
Revenues	48,412	50,812	50,898	100%		140,969	140,969	35,242	519	1%	ok - Timing of Projects pushed out.
Expense	-	-	-	0%		-	-	-	-	0%	ok
Net	48,412	50,812	50,898			140,969	140,969	35,242	519		

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Monthly Analysis											
	FY 19-20					FY 20-21					
						ANNUAL		25 % of Budget	Actual	Actual as a % of	
	Original Budget	Amended Budget	Actual 9/24/2020	Actual as a % of Amended Budget		Original Budget	Amended Budget	Amended Budget	9/24/2020	Amended Budget	
Fund 506	Water Fac Rsv - SW Hills CIP (PH I & II)										
Revenues	123,220	124,020	125,759	101%		449,091	449,091	112,273	62,813	56%	ok - Timing of Projects pushed out.
Expense	-	-	126,939	0%		-	-	-	-	0%	ok
Net	123,220	124,020	(1,180)			449,091	449,091	112,273	62,813		
Fund 507	Water Fac Rsv - SW Hills Phse III Pipe/Res										
Revenues	27,840	787,000	806,175	102%		236,238	236,238	59,060	18,855	32%	ok - Timing of Projects pushed out.
Expense	-	2,550,000	-	0%		-	-	-	-	0%	ok
Net	27,840	(1,763,000)	806,175			236,238	236,238	59,060	18,855		
Fund 509	WTP-Sludge Handling										
Revenues	99,218	234,212	104,016	44%		130,400	130,400	32,600	25,302	78%	ok - Timing of Projects pushed out.
Expense	-	-	-	0%		-	-	-	-	0%	ok
Net	99,218	234,212	104,016			130,400	130,400	32,600	25,302		
Fund 510	Zone 1 Reservoir										
Revenues	225,312	-	187,254	0%		108,080	108,080	27,020	-	0%	ok - Timing of Projects pushed out.
Expense	-	-	-	0%		-	-	-	-	0%	ok
Net	225,312	-	187,254			108,080	108,080	27,020	-		
Fund 511	Zone 2 Reservoir										
Revenues	1,400	14,228	15,277	107%		439,426	439,426	109,857	708	1%	ok - Timing of Projects pushed out.
Expense	-	-	-	0%		-	-	-	-	0%	ok
Net	1,400	14,228	15,277			439,426	439,426	109,857	708		
Fund 521	Sewer Maintenance										
Revenues	5,198,500	13,947,115	13,991,148	100%		4,265,000	4,465,000	1,116,250	873,209	78%	ok - Sewer sales almost 1 month in arrears. Customers are billed based on usage. We do an accrual to capture total sales at year-end
Expense	5,411,439	21,568,668	5,070,777	24%		3,972,443	8,029,946	2,007,487	1,927,347	96%	ok - CIP budget not yet carried over
Net	(212,939)	(7,621,553)	8,920,371			292,557	(3,564,946)	(891,237)	(1,054,138)		
Fund 522	Sewer Fac-Res-Coil System Cap Buy-In										
Revenues	192,399	-	215,690	0%		383,100	383,100	95,775	24,158	25%	ok - Timing of Projects pushed out.
Expense	-	943,113	810,000	86%		-	200,000	50,000	200,000	400%	ok - Full annual amount transferred out to operating fund
Net	192,399	(943,113)	(594,310)			383,100	183,100	45,775	(175,842)		
Fund 523	Sewer Facil Reserve										
Revenues	290	400	434	109%		40,340	40,340	10,085	-	0%	ok - Timing of Projects pushed out.
Expense	-	-	-	0%		-	-	-	-	0%	ok
Net	290	400	434			40,340	40,340	10,085	-		
Fund 525	Recycled Water Capital Maintenance										
Revenues	480	560	641	114%		280	280	70	-	0%	ok - investment earning post quarterly
Expense	-	-	-	0%		-	-	-	-	0%	ok
Net	480	560	641			280	280	70	-		
Fund 530	Golf Course										
Revenues	13,250	13,250	6,882	52%		-	-	-	-	0%	ok
Expense	13,250	9,000	6,882	76%		4,000	4,000	1,000	-	0%	ok
Net	-	4,250	-			(4,000)	(4,000)	(1,000)	-		

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Monthly Analysis											
	FY 19-20					FY 20-21					
						ANNUAL		25 % of Budget	Actual	Actual as a % of	
	Original Budget	Amended Budget	Actual 9/24/2020	Actual as a % of Amended Budget		Original Budget	Amended Budget	Amended Budget	9/24/2020	Amended Budget	
Fund 540	Water Front Operations										
Revenues	1,850,537	3,017,971	2,196,430	73%		1,654,296	1,654,296	413,574	290,662	70%	ok - Centen Ag Water Lease past due -staff is following up.
Expense	1,324,019	3,119,038	2,266,778	73%		2,250,110	2,296,125	574,031	1,244,181	217%	ok - CIP budget not yet carried over
Net	526,518	(101,067)	(70,348)			(595,814)	(641,829)	(160,457)	(953,519)		
Fund 541	US EPA Grants										
Revenues	-	1,004,723	17,410	2%		-	-	-	45,247	0%	ok - CIP budget not yet carried over
Expense	-	861,477	17,410	2%		-	291,024	72,756	44,589	61%	ok
Net	-	143,246	-			-	(291,024)	(72,756)	658		
Fund 550	Marina - Marina Operations										
Revenues	2,144,852	2,393,922	2,277,295	95%		2,336,516	2,336,516	584,129	416,308	71%	ok - reduced collection from Boat Slip Rental Charges
Expense	2,188,884	3,029,093	2,523,433	83%		2,443,564	2,600,786	650,197	504,721	78%	ok
Net	(44,032)	(635,171)	(246,138)			(107,048)	(264,270)	(66,068)	(88,413)		
Fund 551	Marina Dredging & Infrastructure Improve										
Revenues	-	-	-	0%		987,000	987,000	246,750	987,000	400%	ok
Expense	-	-	-	0%		-	-	-	-	0%	ok
Net	-	-	-			987,000	987,000	246,750	987,000		
Fund 560	Pittsburg Arts and Community Foundation										
Revenues	633,517	714,614	666,226	93%		462,385	1,385,762	346,441	65,071	19%	ok - PACF - $1.0 M from Making Waves
Expense	746,723	821,569	788,986	96%		709,744	1,428,570	357,143	74,166	21%	ok
Net	(113,206)	(106,955)	(122,760)			(247,359)	(42,808)	(10,702)	(9,095)		
Fund 580	Island Energy										
Revenues	6,265,000	6,474,990	5,653,038	87%		5,732,000	5,732,000	1,433,000	490,878	34%	ok - revenue will increase based upon dock activity
Expense	6,923,173	7,728,446	5,767,634	75%		5,680,825	5,682,165	1,420,541	1,102,604	78%	ok
Net	(658,173)	(1,253,456)	(114,596)			51,175	49,835	12,459	(611,726)		
Fund 590	Pittsburg Power										
Revenues	2,775,185	2,760,465	2,441,876	88%		2,760,465	2,760,465	690,116	126,361	18%	ok - Revenue (Franchise Fees T-Line, $220K each) posts in Oct / Dec / Mar / Jun
Expense	2,379,710	3,308,194	2,814,888	85%		2,308,358	2,308,358	577,090	535,040	93%	ok
Net	395,475	(547,729)	(373,012)			452,107	452,107	113,027	(408,679)		
Fund 601	Information/Communication Systems										
Revenues	1,280,371	1,280,542	1,280,539	100%		1,158,459	1,158,459	289,615	286,792	99%	ok
Expense	1,381,240	1,560,741	1,307,005	84%		1,439,549	1,567,937	391,984	367,804	94%	ok
Net	(100,869)	(280,199)	(26,466)			(281,090)	(409,478)	(102,370)	(81,012)		
Fund 611	Fleet Maintenance										
Revenues	2,100,534	2,106,556	2,099,344	100%		1,975,535	1,975,535	493,884	505,885	102%	ok
Expense	2,088,872	2,147,247	1,795,982	84%		2,045,981	2,252,269	563,067	260,437	46%	ok
Net	11,662	(40,691)	303,362			(70,446)	(276,734)	(69,184)	245,448		
Fund 621	Building Maintenance										
Revenues	2,052,846	2,060,249	2,145,296	104%		2,058,828	2,058,828	514,707	517,035	100%	ok
Expense	2,074,007	2,578,991	2,551,097	99%		2,261,559	2,269,357	567,339	614,530	108%	ok - UAL paid in July
Net	(21,161)	(518,742)	(405,801)			(202,731)	(210,529)	(52,632)	(97,495)		

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9/30/2020											
Monthly Analysis											
	FY 19-20					FY 20-21					
						ANNUAL		25 % of Budget	Actual	Actual as a % of	
	Original Budget	Amended Budget	Actual 9/24/2020	Actual as a % of Amended Budget		Original Budget	Amended Budget	Amended Budget	9/24/2020	Amended Budget	
Fund 631	Employee Fringe Benefits										
Revenues	2,214,000	2,214,000	2,320,958	105%		1,963,930	1,963,930	490,983	363,489	74%	ok - W/C-Unemploymt post to Per 3 and after
Expense	2,211,163	2,267,812	2,227,005	98%		1,960,073	1,960,073	490,018	1,210,106	247%	ok - Annual Worker's Comp post in July
Net	2,837	(53,812)	93,953			3,857	3,857	964	(846,617)		
Fund 632	Pension Trust										
Revenues	294,215	394,215	394,215	100%		392,935	392,935	98,234	98,234	100%	ok
Expense	294,215	394,215	394,215	100%		392,935	392,935	98,234	-	0%	ok
Net	-	-	-			-	-	-	98,234		
Fund 635	Other Post-Employment Benefits (OPEB)										
Revenues	2,277,855	2,177,855	2,177,629	100%		2,179,874	2,179,874	544,969	244,970	45%	ok - We will be taking funds from side CERBT fund in June 2021
Expense	2,272,580	2,272,580	2,238,553	99%		2,123,900	2,123,900	530,975	325,411	61%	ok
Net	5,275	(94,725)	(60,924)			55,974	55,974	13,994	(80,441)		
Fund 641	Insurance - Liability Insurance										
Revenues	1,956,690	2,023,033	1,956,690	97%		2,221,069	2,221,069	555,267	531,780	96%	ok
Expense	1,924,690	1,970,254	1,837,361	93%		2,166,069	2,166,069	541,517	1,931,080	357%	ok - Annual Liability Premium posted in July
Net	32,000	52,779	119,329			55,000	55,000	13,750	(1,399,300)		
Fund 715	Assess Distr-Cntry Plza Auto Mall #01-3										
Revenues	331,767	327,395	332,057	101%		327,295	327,295	81,824	-	0%	ok
Expense	322,133	322,133	318,079	99%		323,076	326,771	81,693	1,720	2%	ok
Net	9,634	5,262	13,978			4,219	524	131	(1,720)		
Fund 717	Assessment Dist - Bailey Estates #06-01										
Revenues	538	700	714	102%		350	350	88	-	0%	ok
Expense	-	-	-	0%		-	-	-	-	0%	ok
Net	538	700	714			350	350	88	-		
Fund 719	Vista Del Mar										
Revenues	743,525	748,254	759,625	102%		749,400	749,400	187,350	-	0%	ok - Rev due Dec & Jun (Property Tax)
Expense	734,869	734,869	728,465	99%		729,631	729,631	182,408	1,909	1%	ok
Net	8,656	13,385	31,160			19,769	19,769	4,942	(1,909)		
Fund 720	San Marco CFD 2009-01										
Revenues	1,180,736	1,240,548	1,252,527	101%		1,366,750	1,366,750	341,688	-	0%	ok - Rev due Dec & Jun (Property Tax)
Expense	14,950	14,950	125,269	838%		15,000	1,216,341	304,085	-	0%	ok
Net	1,165,786	1,225,598	1,127,258			1,351,750	150,409	37,602	-		
Fund 725	Re-Assessment District 2011-1										
Revenues	1,936,070	1,629,303	1,656,563	102%		1,175,360	1,175,360	293,840	-	0%	ok
Expense	1,748,319	1,748,319	1,724,196	99%		1,755,077	1,769,611	442,403	19,174	4%	ok
Net	187,751	(119,016)	(67,633)			(579,717)	(594,251)	(148,563)	(19,174)		
Fund 752	Other Agencies - Impact Fee Fund										
Revenues	6,800	9,500	7,722	81%		4,600	4,600	1,150	-	0%	ok
Expense	-	-	-	0%		-	-	-	-	0%	ok
Net	6,800	9,500	7,722			4,600	4,600	1,150	-		

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9/30/2020											
Monthly Analysis											
	FY 19-20					FY 20-21					
						ANNUAL		25 % of Budget	Actual	Actual as a % of	
	Original Budget	Amended Budget	Actual 9/24/2020	Actual as a % of Amended Budget		Original Budget	Amended Budget	Amended Budget	9/24/2020	Amended Budget	
Fund 799	**Redevelopoment Obligation Retirement Fund**										
Revenues	33,719,155	33,803,210	33,758,927	100%		33,359,487	33,359,487	8,339,872	-	0%	ok
Expense	33,719,155	33,803,210	33,758,927	100%		33,359,487	33,359,487	8,339,872	-	0%	ok
Net	-	-	-			-	-	-	-		
Fund 801	**Successor Agency to RDA - RDA General**										
Revenues	616,635	687,170	722,766	105%		441,164	441,164	110,291	16,121	15%	ok - investment income; rent from EJ Phair La Veranda not posted yet
Expense	964,797	1,065,164	999,919	94%		421,548	421,548	105,387	101,921	97%	ok - Paid $19K in July for a full year - PERS Unfunded Liab - non sworn
Net	(348,162)	(377,994)	(277,153)			19,616	19,616	4,904	(85,800)		
Fund 802	**Successor Agency to RDA - Project Fund**										
Revenues	-	341,881	341,881	100%		-	-	-	-	0%	ok
Expense	-	341,881	-	0%		-	-	-	-	0%	ok
Net	-	-	341,881			-	-	-	-		
Fund 822	**Successor Agency to RDA - TAB 1999**										
Revenues	5,160,381	5,180,407	5,188,397	100%		5,176,489	5,176,489	1,294,122	47	0%	ok - Rev due Dec & Jun (Property Tax)
Expense	5,156,780	5,156,780	1,877,005	36%		5,156,780	5,156,780	1,289,195	-	0%	ok
Net	3,601	23,627	3,311,392			19,709	19,709	4,927	47		
Fund 826	**Successor Agency to RDA - TAB 2004A**										
Revenues	30,000	23,728	30,952	130%		25,000	25,000	6,250	17,694	283%	ok
Expense	30,000	30,000	30,952	103%		25,000	25,000	6,250	-	0%	ok
Net	-	(6,272)	-			-	-	-	17,694		
Fund 833	**Successor Agency to RDA - TARB 2014**										
Revenues	7,886,790	7,955,145	8,028,818	101%		7,948,722	7,948,722	1,987,181	1,308	0%	ok - Rev due Dec & Jun (Property Tax)
Expense	7,565,665	7,565,665	7,434,501	98%		7,551,722	7,551,722	1,887,931	(685,604)	-36%	ok - $687K Reverse FY 20 Accr Interest SA Bonds, to be paid in cy
Net	321,125	389,480	594,317			397,000	397,000	99,250	686,912		
Fund 834	**Successor Agency to RDA - TARB 2016A**										
Revenues	6,018,850	6,029,006	5,680,424	94%		5,680,514	5,680,514	1,420,129	20	0%	ok - Rev due Dec & Jun (Property Tax)
Expense	6,010,850	6,010,850	6,005,422	100%		6,010,850	6,010,850	1,502,713	(2,001,417)	-133%	ok - $2M Reverse FY 20 Accr Interest SA Bonds, to be paid in cy
Net	8,000	18,156	(324,998)			(330,336)	(330,336)	(82,584)	2,001,437		
Fund 835	**Successor Agency to RDA - TARB 2016B**										
Revenues	5,800	5,809	1,009	17%		-	-	-	-	0%	ok
Expense	5,800	5,800	1,000	17%		2,000	2,000	500	-	0%	ok
Net	-	9	9			(2,000)	(2,000)	(500)	-		
Fund 836	**Successor Agency to RDA - TARB 2016C**										
Revenues	12,501,650	12,550,644	12,848,070	102%		12,519,161	12,519,161	3,129,790	69	0%	ok - Rev due Dec & Jun (Property Tax)
Expense	12,498,650	12,498,650	12,309,389	98%		12,497,550	12,497,550	3,124,388	(303,417)	-10%	ok - $303K FY 20 Reverse Accr Interest SA Bonds, to be paid in cy
Net	3,000	51,994	538,681			21,611	21,611	5,403	303,486		
Fund 844	**Successor to RDA - HSG S/A TAB 06A**										
Revenues	770,684	770,684	771,195	100%		769,900	769,900	192,475	20,236	11%	ok - Rev due Dec & Jun (Property Tax)
Expense	718,984	718,984	718,336	100%		718,591	718,591	179,648	-	0%	ok
Net	51,700	51,700	52,859			51,309	51,309	12,827	20,236		

9/30/2020											
Monthly Analysis											
	FY 19-20					FY 20-21					
						ANNUAL		25 % of Budget	Actual	Actual as a % of	
	Original Budget	Amended Budget	Actual 9/24/2020	Actual as a % of Amended Budget		Original Budget	Amended Budget	Amended Budget	9/24/2020	Amended Budget	
Fund 845	**Successor to RDA - HSG S/A TARB 2016A**										
Revenues	**1,331,372**	**1,331,372**	**1,332,097**	100%		**1,328,708**	**1,328,708**	**332,177**	**9**	0%	ok - Rev due Dec & Jun (Property Tax)
Expense	**1,313,244**	**1,307,344**	**1,313,236**	100%		**1,311,690**	**1,311,690**	**327,923**	-	0%	ok
Net	**18,128**	**24,028**	**18,861**			**17,018**	**17,018**	**4,255**	**9**		
Non-GF Revenue	168,915,364	198,267,816	184,487,212			168,810,476	171,856,114	42,964,029	17,318,491		
General Fund	47,124,308	47,784,654	48,278,239			40,624,579	40,624,579	10,156,145	2,871,189		
Total Revenue	216,039,672	246,052,470	232,765,451			209,435,055	212,480,693	53,120,173	20,189,680		
Non- GF Expense	164,338,295	220,985,502	168,471,558			158,827,740	169,307,417	42,326,854	23,918,080		
General Fund	47,743,323	48,571,571	48,986,039			43,124,579	43,222,005	10,805,501	11,635,205		
Total Expenses	212,081,618	269,557,073	217,457,597			201,952,319	212,529,422	53,132,356	35,553,285		
Non-GF Net	**4,577,069**	**(22,717,686)**	**16,015,654**			**9,982,736**	**2,548,697**	**637,174**	**(6,599,589)**		

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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 Amending the Policies and Procedures for City Council

MEETING DATE:

EXECUTIVE SUMMARY

The City Council Policy and Procedure handbook was initially adopted in September 2001. Several updates have occurred since. A subcommittee was recently formed to review the policies and procedures.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution amending the "Policies and Procedures for City Council."

BACKGROUND

California Government Code section 36813 authorizes a City Council to establish rules and policies for the conduct of its proceedings. Further, the open meeting laws, the Ralph M. Brown Act, Government Code Section 54950 et seq., provides that certain rules and procedures may be established by ordinance or resolution for the conduct of meetings.

A policy and procedure handbook was initially adopted on September 4, 2001 by Resolution No. 01-9475. Amendments were subsequently adopted to comply with enactment of various new laws or to modify City Council procedures.

SUBCOMMITTEE FINDINGS

The City Council Policies and Procedures Review Subcommittee met on several occasions, thoroughly reviewed, and approved changes to the handbook.

The significant changes were made in the following Sections and include a new Section XII - Code of Conduct:

SECTION II GENERAL RULES
- Sexual Harassment Prevention Training and Education

SECTION III VIOLATIONS OF POLICY BY COUNCILMEMBERS
- Notification of Allegation

SECTION IV POWERS AND RESPONSIBILITIES
- Rotation of Vice-Mayor
- City Council Outside Agency/Liaison/Subcommittee Assignments

SECTION VIII INTERACTION WITH CITY STAFF/OFFICIALS
- Roles and Information Flow related to Staff Roles

SECTION IX COMMUNICATION/INTERACTION WITH THE PUBLIC
- Social Media

SECTION XII CODE OF CONDUCT (NEW)

SECTION XIV AGENDA AND ORDER OF BUSINESS FOR REGULAR MEETING
- Order of Business
- Procedures for Public Hearings on Appeals From Decisions of Commissions or Staff
- Council Request for Future Agenda Items

SECTION XVI RULES OF ORDER AND DEBATE
- Rules of Order

STAFF ANALYSIS

Rules for the conduct of City Council business facilitates orderly and efficient council meeting procedures and conduct of City Council Members.

ATTACHMENTS:
Resolution
Amended Policies and Procedures for City Council

Report Prepared By:
Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Amending Policies and Procedures for City Council) RESOLUTION NO. 21-

WHEREAS, California Government Code section 36813 authorizes a City Council to establish rules and policies for the conduct of its proceedings. Further, the provisions of the open meeting law, the Brown Act, Government Code Section 54950 et seq., provides that certain rules and procedures may be established by ordinance or resolution for the conduct of meetings; and

WHEREAS, on September 4, 2001, the City Council adopted Resolution No. 01-9475 approving rules and procedures for the conduct of City Council business, and the Policy and Procedures for City Council Members; and

WHEREAS, there have been several subsequent amendments to comply with enactment of various new laws, or preferences of the City Council as to their procedures; and

WHEREAS, an ad hoc subcommittee was formed to review the policies and procedures and recommends the attached amended version; and

WHEREAS, significant changes were made in the following sections and include a new Section XII - Code of Conduct:

SECTION II GENERAL RULES
- Sexual Harassment Prevention Training and Education

SECTION III VIOLATIONS OF POLICY BY COUNCILMEMBERS
- Notification of Allegation

SECTION IV POWERS AND RESPONSIBILITIES
- Rotation of Vice-Mayor
- City Council Outside Agency/Liaison/Subcommittee Assignments

SECTION VIII INTERACTION WITH CITY STAFF/OFFICIALS
- Roles and Information Flow related to Staff Roles

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- Social Media

SECTION XII CODE OF CONDUCT (NEW)

SECTION XIV AGENDA AND ORDER OF BUSINESS FOR REGULAR MEETING
- Order of Business
- Procedures for Public Hearings on Appeals From Decisions of Commissions or Staff
- Council Request for Future Agenda Items

SECTION XVI RULES OF ORDER AND DEBATE
- Rules of Order

NOW, THEREFORE BE IT RESOLVED that the City Council hereby adopts the attached amended Policies and Procedures for City Council.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of November, 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

CITY OF PITTSBURG

POLICIESY AND PROCEDURES
FOR CITY COUNCIL

Rev. 11/15/21

CITY OF PITTSBURG

POLICIESY AND PROCEDURES
FOR CITY COUNCIL

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CITY OF PITTSBURG

POLICIESY & PROCEDURES FOR CITY COUNCIL

I. AUTHORITY

Preamble

The purpose of this policy document is to assure the orderly and efficient conduct of the meetings of the City Council. These rules policies and procedures are intended to ensureassure the right of the majority of the Council to decide items of business brought before the Council; the right of the minority to be heard; and the rights of any absentee councilmembers to be protected. These rules policies are also intended to foster and promote the right of citizens residents to have adequate notice of business scheduled for consideration by the Council and a fair and reasonable opportunity to attend meetings and be heard.

Statutory Authority

These policiesrules of order and procedures for the meetings of the City Council are adopted in compliance with laws of the State of California, in particular, Government Code sections 54950 et seq. (hereinafter referred to as the *"Brown Act"*). Whenever these rules are found to be in conflict with the terms and provisions of the Brown Act, or any other state law, state law governsthe Act shall apply and govern. Further, the City of Pittsburg Municipal Code shall govern over any conflicting rule found in this documentcontrol whenever these rules are found to be in conflict therewith.

II. GENERAL RULES

Quorum

A quorum shall be three or more Councilmembers. Policies and goals for the City of Pittsburg shall be established by a majority vote of the Council.

Orientation of New Members

It is important the members of the Council gain an understanding of the full range of services and programs provided by the organization. As new members join the City Council, department heads are instructed to provide invitations for members to tour facilities and meet with key staff. At any time, if there are facilities or programs about which a new member would like more information, arrangement will be made to increase the new member's awareness of these operations.

Ethics Training Requirements

Each Councilmember shall receive at least two hours of training in general ethics principles and ethics laws relevant to his or her public service. New Members must

receive this training within their first year of service on the City Council. An individual who serves on multiple legislative bodies need only receive two hours of ethics training every two years to satisfy this requirement for all applicable public service positions. The City may develop its own ethics training course or use an outside provider. If the City develops its own ethics training, the City must consult with the Fair Political Practices Commission and the State Attorney General. The City must ~~shall~~ maintain all records relating to a Councilmembers' ethics training for at least five years. These documents are public records subject to disclosure. (Resolution No. 06-10462 and 09-11310)

Sexual Harassment Prevention Training and Education Requirements

State law, at Government Code Section 53237 et seq., also known as AB 1661 of 2016, requires that each local agency official must receive at least two hours of sexual harassment prevention training and education within the first six months of taking office or commencing employment, and every two years after that. The City is required to maintain all records relating to a Councilmembers' ethics training for at least five years. These documents are public records subject to disclosure.

Seniority of Councilmembers

Seniority shall be determined by the highest vote count in the most recent general municipal election.

Seating Arrangement During Meeting

The Mayor should always be seated center. The Vice-Mayor may choose to be seated to the Mayor's right or left. Other seats shall be selected by Councilmembers in order of their relative seniority in office and they shall occupy seats so selected until the next regular reorganization of the Council; provided, however, that any two or more Councilmembers may exchange seats at any time by mutual consent.

Journal of Proceedings

An account of all open sessions of the Council shall be prepared and kept by the City Clerk or the City Clerk's authorized designee and shall be entered in a permanent book or other permanent form constituting the official record of the Council meetings (excluding closed sessions) for which the City Clerk will be fully indemnified.

Closed Sessions

All closed sessions shall be noticed and conducted in accordance with the provisions of the Brown Act. Actions taken in closed session shall be publicly reported in open session when appropriate in accordance with section 54957.1 of the Brown Act. The City Attorney shall record the votes taken on each closed session item where appropriate. The record of the votes taken shall constitute the exclusive record of the closed session, shall not be considered a public record, and shall be confidential pursuant to section 54957.2 of the Brown Act. No other notes or minutes of closed session discussions shall be recorded.

Ordinances

A. No ordinance, except an appropriations ordinance, an ordinance adopting or embodying an administrative or government code, or an ordinance adopting a code of ordinances, shall relate to more than one subject, which shall be clearly stated in its title.

B. Any proposed new or revised zoning ordinance shall be reviewed by the Planning Commission before submission to the City Council.

III. VIOLATIONS OF POLICY BY COUNCILMEMBERS

The provisions of this Policy contained below apply exclusively to the Mayor and Councilmembers and do not extend to members of City Commissions. Violations of this Policy or any other applicable City Council/Administrative Policy by Commissioners may be considered by the City Council, or by a City Council Subcommittee who will make a recommendation to the City Council on an appropriate City Council response.

A City Councilmember who does not follow this Policy or any other applicable City policy may face admonition, sanction or censure.

The following sets forth the procedures to be followed when there is a belief that a Councilmember has violated this Policy or any other applicable City policy. This rule shall not be used for violations of State or Federal laws, as such laws are subject to separate penalty and enforcement provisions outside of the City's purview.

Notification of Allegation

If a Councilmember believes that another Councilmember has violated this Policy or any other applicable City policy he or she shall notify the Mayor. If the allegation is against the Mayor, the Vice-Mayor shall be notified in writing, outside a regularly scheduled or any public business meeting. If the allegation concerns both the Mayor and Vice-Mayor, then the most senior Councilmember shall be notified and, if two Councilmembers share seniority, then the Councilmember who received the most votes in their most recent election shall be notified. The official selected will be provided with all background information that the Councilmember making the allegation has in their possession.

Once an allegation has been received, the official receiving the allegation shall meet with the City Manager and the City Attorney within 5 business days. At that time, the official who received the allegation will determine whether more information is needed, whether the allegation is unfounded, or whether to recommend that the full Council hear the allegation.

If the official who received the allegation determines that the allegation is unfounded or requires additional information, he or she will notify the Councilmember making the allegation, in writing, within 2 business days. At that time, if the Councilmember making the allegation is not satisfied with the official's determination, he or she may bring the matter to the full Council for review by asking the City Manager in writing, within 2 business

days for the matter to be placed on the next regularly scheduled City Council agenda. The City Manager will, in writing, ~~, at least a week before the meeting, to place it on the next City Council Agenda, and the City Manager will~~ notify the Councilmember against whom the allegation is made about the violation and the future agenda item.

If the official receiving the allegation determines that the allegation should be brought to the City Council for review, within 2 business days he or she must ask the City Manager to place it on the next regularly scheduled City Council agenda. The City Manager will notify the Councilmember, in writing, ~~at least a week before the meeting he or she will ask the City Manager to place it on the next City Council Agenda for discussion under the Consideration portion of the Agenda; and the City Manager will notify the Councilmember~~ against whom the allegation is made about the violation and future agenda item.

Should an allegation be brought to the City Council, the City Manager, in consultation with the City Attorney, will prepare a brief staff report for discussion under the Consideration portion of the agenda. The staff report shall include a reference to this Policy. ~~that, among other things, reminds the City Council of this Policy.~~ It will be the responsibility of the City Councilmember making the allegation to present the matter to his/her colleagues.

Potential Council Actions

While the City Council has broad discretion in deciding which of the three potential actions below it may choose to impose in response to violations of this Policy or any other applicable policy, the following are definitions and procedures related to three types of actions: admonition, sanction and censure. Admonition and sanctions are not considered punishments and there are no penalties associated with them; a censure is considered a punishment and may include penalties.

Admonition:
This is the least severe form of action. Admonition may typically be directed to all members of the City Council, reminding them that a particular type of behavior is in violation of City Policy and that, if it occurs or is found to have occurred, could make a member subject to sanction or censure. Admonition may be issued in response to a particular alleged action or actions, although it would not necessarily have to be triggered by such allegations. Admonition may be issued by the City Council prior to any findings of fact regarding allegations, and because it is a warning or reminder, would not require a separate hearing to determine whether the allegation is true.

Sanction:
This is the next most severe form of action. Sanction should be directed to a particular member of the City Council based on a particular action (or set of actions) that is determined to be in violation of City policy, but is considered by the City Council to be not sufficiently serious to require censure. A sanction is distinguished from censure in that it is not a punishment. A sanction may be issued based upon City Council review and consideration of a written allegation of a policy violation. The member accused of such violation will have the opportunity to provide a written or verbal response to the allegation. A sanction may be issued by the City Council

and because it is not punishment or discipline, would not require a separate hearing.

Censure:
Censure is the most severe form of action contemplated in this Policy and available to the City Council. Censure is a formal statement of the City Council officially reprimanding one of its members. It is a punitive action, which serves as a penalty imposed for wrongdoing. It may be combined with loss of committee assignments (either with the City of Pittsburg or with inter-governmental agencies) or the restriction of official travel.

Censure should be used for cases in which the City Council determines the policy violation is a serious offense.

In order to protect the overriding principle of freedom of speech, the City Council shall not impose censure on any of its members for the exercise of their First Amendment rights, no matter how distasteful the expression was to the Council and the City. However, nothing herein shall be construed to prohibit the City Council from collectively condemning and expressing their strong disapproval of such remarks.

City Council Discussion; Admonition or Sanction

At the meeting when the allegation is to be considered, the City Council may discuss it and determine whether to issue an admonition or sanction, or to hold a separate hearing to consider censure. Where the City Council decides to issue an admonition or sanction, a resolution may be prepared for the next meeting based upon the City Council discussion and direction.

City Council Censure

If the City Council decides to conduct a separate public hearing on the question of censure, they will direct the City Manager, in consultation with the City Attorney, to engage the services of an independent third-party investigator to conduct an investigation of the matter, prepare factual findings and make a recommendation as to the allegation(s) merit to the City Council. At that time, the City Council will also set a “not to exceed” investigation budget. Should, in the course of the investigation, it appear that the investigator’s costs will exceed the approved budgeted amount, then the City Council will be notified at a duly noticed public meeting, to determine whether to increase the budget or discontinue the investigation.

If the investigator determines there is no factual merit to the allegation, that information will be conveyed to the City Council prior to a censure hearing. At that time, the City Council will determine whether to take no additional action or to issue an admonition or a sanction.

If the investigator determines there is factual merit to the allegation, a report of the factual findings shall be presented to the City Council for hearing and determination.

Censure Hearing

If a separate hearing is set to consider the question of censure, it must be set far enough in advance to give the Councilmember subject to the allegation adequate time to prepare a defense.

The official who received the original allegation from the Councilmember who made the allegation will preside at the hearing. The rules of evidence will not apply to the hearing, which is not a formal adversarial proceeding.

The investigator will present his or her report and the City Council, including the Councilmember who is the subject of the investigation, will have the opportunity to question the investigator. The Councilmember who is the subject of the allegation will have an opportunity to present a rebuttal to the allegation, which shall be limited to twenty minutes unless extended by the City Council. The Councilmember who is the subject of the allegation may be represented at the hearing and may have the representative speak or ask questions on his or her behalf. The City Council may also allow the testimony of a limited number of witnesses. The right to present witnesses shall be within the absolute discretion of the City Council.

Following the rebuttal, any witness testimony and any closing statement of the Council Member who is the subject of the allegation, the City Council shall hear public comments. At the conclusion of the public comments, the City Council shall discuss the matter and render a decision on whether to censure the Councilmember against whom the allegation has been raised.

Should the City Council decide to censure the Councilmember against whom the allegation has been raised, they shall direct the City Manager, in consultation with the City Attorney, to prepare a resolution making findings and penalties with regard to the specific charges, based on substantial evidence. The resolution will be considered by the City Council at a duly noticed public meeting.

IV. POWERS AND RESPONSIBILITIES

It is important to note that the Council acts as a body. No member has any extraordinary powers beyond those of other members. While the Mayor and Vice-Mayor have some additional ceremonial and administrative responsibilities, in the establishment of policies, voting and in other significant areas, all members are equal. It is also important to note that policy is established by at least a majority vote of the Council. While individual members may disagree with decisions of the majority, a decision of the majority does bind the Council to a course of action. In turn, it is staff's responsibility to ensure the policy of the Council is upheld. Actions of staff to pursue the policy direction established by a majority of Council do not reflect any bias against Councilmembers who held a minority opinion on an issue.

The City Council has generally concluded that it should limit itself to purely municipal functions, and not take up issues of a broader nature.

The City Council is responsible for five basic duties:

1. **Hiring/firing of City Manager**
2. **Hiring/firing of City Attorney**
3. **Adopting goals and priorities**
4. **Adopting the budget**
5. **Acting as the governing body**

The selection of Mayor and Vice-Mayor is facilitated by rotation and occurs the first meeting in December each year. During an election year, this meeting may occur prior to the certification of the election, in which case the rotation will occur at first available meeting after certification.

A vote of the City Council to install the Mayor and Vice-Mayor is strictly ceremonial, as the rotation is set by resolution below.

Role of Mayor

The Mayor is to preside at all meetings of the City Council and perform such other duties consistent with the office as may be imposed by the Council. The Mayor does not possess any power of veto. As presiding officer of the Council, the Mayor is to faithfully communicate the will of the Council majority in matters of policy. The Mayor is also recognized as the official head of the City for all ceremonial purposes.

The Vice-Mayor shall perform the duties of the Mayor during the Mayor's absence. The Vice-Mayor shall serve in this capacity at the pleasure of the City Council. The Vice-Mayor shall become Mayor at the subsequent reorganization of the Council.

Rotation of Mayor

The position of Mayor shall be for a one-year term and will be rotated among all the City Councilmembers. The sitting Vice-Mayor will automatically become Mayor upon the City Council annual reorganization meeting which will be the first meeting in December of each year. Should any Vice-Mayor not be available to take their regular term as Mayor (due to failure to be re-elected, work conflict, etc.), the next person in rotation for Vice-Mayor will be elected to the position of Mayor and the rotation will continue as previously set.

Rotation of Vice-Mayor

The position of Vice-Mayor shall be for a one-year term and will be rotated among all the City Councilmembers based on seniority. Seniority shall be determined by placement in the most recent election. In each City Council election, the person with the most votes shall be placed first in the rotation of that group, the second highest vote total will be placed second and if a third seat is contested, the third highest vote total will be placed third in that rotation. In case of appointment to the City Council to fill a vacancy, that person will occupy the last position in the current rotation. Each new election will determine the rotation only for the group in that election. Should any City Councilmember not be available to take their regular place in the established rotation (i.e., failure to be re-

elected, work conflict, etc.) the next person in the rotation will be elevated to the Vice-Mayor's position and the rotation will continue as previously set.

Appointment of City Manager, City Attorney

The City Council appoints two positions within the city organization: City Manager and City Attorney. Both positions are appointed and serve at the will of the City Council. The City Manager is an employee of the City and has an employment agreement, which specifies some terms of employment including an annual evaluation by the City Council. The City Manager is responsible for all other personnel appointments within the city in accordance with section 2.52.030 of the Municipal Code. The City Attorney may serve by contract employee or by an in-house employee, as determined by a majority of the City Council.

Appointment of Advisory Bodies

The City has several commissions established by ordinance~~standing commissions~~. In addition, special purpose ~~citizens~~ committees and task forces are sometimes created and filled~~often appointed~~ by the City Council to address issues of interest. In addition to rules and procedures as prescribed by law, the following procedures reflect the policy of the City Council regarding the appointment of volunteers ~~citizens~~ to the various bodies of the city.

The establishment of these procedures ensures that capable, willing and responsible individuals ~~well-qualified, responsible and willing citizens~~ are given the opportunity to serve the city and participate in the governing of their community. These procedures apply to all appointments and reappointments to standing advisory bodies.

~~A member must be knowledgeable of and experienced in the areas of interest of the board/commission on which he/she wishes to serve. All members must be residents of the City of Pittsburg during the term of appointment.~~

Names to be considered for appointment will be submitted to the City Council. Only the Council shall review applications and make appointments to commissions. The Council will interview applicants at an open, public meeting and appointment will be made by a majority vote of the Council at a subsequent meeting.

The terms of the various commissioners are established by Municipal Code.

City Council Outside Agency/Liaison/Sub-Committee Assignments

There are three types of committees the City Council serves on:

1. Outside Agency Boards
2. Liaison to an Agency
3. Subcommittees

The Mayor and the Vice-Mayor shall appoint individual Councilmembers to the recognized standing and ad hoc committees. All Councilmembers may submit preferences for committee assignments to the Mayor and/or Vice-Mayor prior to the appointment. The Mayor and the Vice-Mayor shall strive to ensure equitable distribution of appointments

among all Councilmembers.~~Such list of appointments shall be presented as an item on the Council agenda at the second meeting in December following the annual reorganization and shall be approved by a majority of the Council and updated as needed.~~

Some Outside Agency Boards and Liaisons are automatically assigned to the Mayor and Vice-Mayor. Outside Agency Boards may be assigned for a Council Member to serve several consecutive years so as to facilitate positions on those Agency Boards. See Council Member Authority on Regional Boards below.

All Subcommittees shall have an alternate appointed. To allow others the opportunity to serve, Subcommittee members should not be appointed for more than two consecutive years unless others are unable to serve.

Such list of appointments shall be presented as an item on the Council agenda at the second meeting in December following the annual reorganization and shall be approved by a majority of the Council and updated as needed. The adopted Committee Assignment list is attached to each City Council agenda.The adopted Committee Assignment list is attached to each City Council agenda.

Councilmember Authority on Regional Boards

The City recognizes the importance of participation in regional agencies and boards in order to further the collective goals of the region. City Councilmembers have the opportunity to actively participate on regional agencies, boards and committees ("Regional Agency" or "Regional Agencies"), and at the discretion of the Council, as part of their elected role as a Councilmember.

A. Commitment of City Funds. No City Councilmember can commit the City of Pittsburg to expenditures, to a single Regional Agency, of more than ten thousand dollars ($10,000) per fiscal year. Unless previously budgeted by the City Council, expenditures totaling more than ten thousand dollars ($10,000) require prior authorization of the City Council at a duly authorized meeting of the City Council. Unless otherwise prohibited by law, City Councilmembers have a fiduciary duty to the City of Pittsburg and shall represent the interests of the City of Pittsburg, while serving on Regional Agencies.

B. Action Inconsistent with Council Direction. No City Councilmember has the authority, as a member of a Regional Agency, to take actions that are binding and inconsistent with established City policy. No City Councilmember, while serving on a Regional Agency, may cast votes in a manner that is inconsistent with City policy, including but not limited to, City policies related to development, economic development, timing of infrastructure improvements, positions on legislation or other policies of the City Council. Unless otherwise prohibited by law, City Councilmembers have a duty of loyalty to the City of Pittsburg and shall represent the interests of the City of Pittsburg while serving on Regional Agencies.

For example, a City Councilmember cannot vote to change the priority of projects or fee structures set by a Regional Agency without express authorization of the City Council at a duly authorized meeting of the City Council.

V. SUPPORT PROVIDED TO CITY COUNCIL

City Manager

The City Manager, or the City Manager's authorized deputy or assistant, shall attend each Council meeting unless excused by the Council, and shall be subject to the direction of the Council during Council meetings. The City Manager may make recommendations to the Council and shall have the right to take part in all discussions of the Council but shall have no vote.

City Attorney

The City Attorney, or the City Attorney's authorized deputy or assistant, shall attend each Council meeting unless excused by the Council, and shall be subject to the direction of the Council during Council meetings. The presiding officer, the Council, or any Councilmember, may call upon the City Attorney at any time for an explanation of, or written opinion on, a point of law. Rulings on points of order shall, however, be made by the presiding officer, subject to the right of appeal by a Councilmember.

City Clerk

The City Clerk or City Clerk's authorized designee, shall attend each Council meeting unless excused by the Council, and shall be subject to the direction of the Council during Council meetings. In the event there is no City Clerk, Assistant or Deputy City Clerk available, the City Council will appoint one of the Councilmembers as City Clerk pro tempore (G.C. Section 36804). The City Clerk or City Clerk's authorized designee shall keep the official minutes and perform such other duties as required by law or as may be requested by the Council.

Officers and Employees

Departmental Directors, or other designated representatives, where there is pertinent business from their department on the Council agenda, shall attend such Council meetings upon request of the City Manager.

Staff/Clerical Support

General staff and administrative support to members of the City Council is always provided through the City Manager's Office. Secretarial services including scheduling of appointments, receipt of telephone messages, and word processing are available as needed. Prior consultation with the City Manager's Office is required whenever a Councilmember needs to utilize staff time or resources.

Safety Officers

The City Manager may arrange, when appropriate, to have a sufficient number of trained and sworn safety officers in attendance at the Council's public meetings who shall be sergeants-at-arms of the Council meetings. Such safety personnel shall carry out all

orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meetings.

Office Equipment

To enhance Councilmembers' ability to communicate with staff and the public, city-purchased equipment can be provided.

When individual Councilmembers have completed their term of office, communication devices must be returned to the city, unless arrangement to purchase and pay for the equipment with personal funds are made. Documentation to such transaction must be recorded.

The use of technology to communicate with a majority of other Councilmembers on any matter within the subject matter jurisdiction of City Council must comply with the Brown Act. E-mails regarding City business are public records subject to disclosure unless a statutory exemption applies.

~~The use of "technological devices" to communicate with a majority of other Councilmembers on any official action to be taken falls within the provisions of the Brown Act. The term "technological devices" includes phones, faxes, computer e-mail, social media, public access cable TV and video if they are used to pass information for the purpose of developing concurrence on action to be taken. Such actions outside of public meetings are prohibited by state law. E-mail may also be considered public information.~~

The City will issue each elected official an iPad or tablet and a cover or case, including keyboards, styluses, screen protectors, cables or adapters. The City will not provide any data plans as City Hall provides wireless access. Use of wireless connections in other locations is at the discretion of the hosting party. The paperless agenda packets for City Council and Commission meetings are available on an approved application.

Councilmembers are responsible for the general care of the equipment. City issued electronics will be returned to the City Clerk when the individual's term or service has ended. Upon return of the items to the City, and following the preparation of any appropriate backup files, the items will be wiped clean of any and all information by the City's IT staff.

Meeting Rooms

Conference rooms are available at City Hall for shared use by Councilmembers. The conference room in the City Manager area on the third floor is designated as the room offered for meetings that the Councilmembers may have. Conference rooms are booked by the Office of the City Clerk.

There will be a designated shared work area if needed for Councilmembers to review documents, mail, and make phone calls.

Mail, Deliveries

Members of the City Council receive a large volume of mail and other materials from the public, private interests and staff. Mail boxes are maintained for each member by the City

Manager's Office on the third floor of City Hall.~~Clerk/Director of Records and Council Services.~~

VI. FINANCIAL MATTERS

Council Compensation

State law and the Pittsburg Municipal Code provide for modest compensation to members of the City Council. Currently, members receive a salary of $500 per month. A seated City Council may not increase its own salary. Councils may only pass an ordinance to raise the salary of an incoming City Council consistent with State Law.

Councilmembers may be eligible for city-funded participation in group insurance benefits including medical, dental, vision, and life insurance plans available at the level provided to management employees.

Expenditure Allowance

The annual city budget also includes an expenditure allowance for expenses necessary for members to undertake official city business. Eligible expenses include membership in professional associations, attendance at conferences or educational seminars, and purchase of publications and annual subscriptions. In addition, travel expenses including meals (city policy does not allow reimbursement for alcohol) for Councilmembers and mileage reimbursement are made for city business. Donations to organizations are not eligible nor are meals for individuals other than Councilmembers. ~~(Resolution Nos. 06-10462 and 09-11310)~~

Assembly Bill 1234, adopted in 2005, requires cities and other public agencies to adopt a written policy, in a public meeting, that lists the types of occurrences that qualify a member of a legislative body to receive reimbursement for expenses relating to travel, meals, lodging, and other expenses. On January 3, 2006, the City Council adopted Resolution No. 06-10462, and subsequently Resolution No. 09-11310 which created the Reimbursement and Ethics Training Policy for City Officials which includes members of all City Commissions, Members of the Housing Authority, and City Council Members. These Policies and Procedures for City Council adhere to the most current Reimbursement Policy.

Reimbursement Restrictions

Councilmembers may be reimbursed for actual and necessary expenses incurred in the performance of official duties.

1. Lodging costs in conjunction with a conference or other official activity may not exceed the maximum group rate published by the conference or activity sponsor, if lodging at the group rate is available at the time of booking. If not, the Councilmember shall be reimbursed for lodging at comparable rates, or rates established by the Internal Revenue Service.

2. Meals may be reimbursed at standard rates established by the rate of per diem allowed for staff.

3. Councilmembers shall use government or group rates for travel, when available. If not available, members may be reimbursed according to the standard rates established by the Internal Revenue Service.

4. Incidental expenses, including but not limited to tips and business telephone calls may be reimbursed at the rates established in Internal Revenue Service Publication 463. ~~(Resolution No. 06-10462 and 09-11310)~~

Reimbursement Guidelines

It is very important to note that any expense must be related to city affairs and comply with State laws and policies adopted by the City Council. Public property and funds may not be used for any private or personal purpose. Courts have held that this prohibition includes personal political purposes. For example, reimbursement cannot be allowed to pay for meals at a meeting designed to discuss political or campaign strategies. It would also be generally inappropriate for city funds to pay for a meal or other expenses of a private ~~citizen~~ resident attending a meeting.

City budgetary practices and accounting controls apply to expenditures within the City Council budget. When exceptional circumstances require that additional amounts be allocated, the request must be made to the City Manager, and City Council approval in a public meeting may be required before the expense is incurred~~. (Resolution No. 06-10462 and 09-11310)~~

Expense Reports

Councilmembers who make reimbursement requests are required to submit expense reports, on City forms, along with receipts to document their expenditures. All documents relating to reimbursable expenditures are public records subject to disclosure. Reimbursement requests should be made on a monthly basis through the City Manager's Office.

Councilmembers must provide brief reports on any outside meetings attended at the expense of the City at the next regular City Council Meeting. Reimbursement is conditioned on the submission of this report to the City Council. (Resolution No. 06-10462 and 09-11310)

VII. COMMUNICATIONS

Correspondence from Councilmembers

The Mayor will be charged with transmitting the City's position on policy matters to outside agencies on behalf of the City Council. Individual Councilmembers will often prepare letters for constituents in response to inquiries or to provide requested information. City letterhead is available for this purpose, and staff can assist in the preparation of such correspondence.

On occasion, members may wish to transmit correspondence on an issue which the Council has yet to take a position or about an issue for which the Council has no position. In these circumstances, members should clearly indicate within letters that they are not speaking for the City Council as a whole, but for themselves as one member of Council.

City letterhead, or facsimile thereof, shall be used for official City business only. The Mayor or his/her official designee shall be authorized to sign letters and various other documents on City letterhead for the following matters only:

- Letters of commendation, appreciation, condolence, or thanks.
- Responses to invitations.
- Cover letters accompanying ceremonial actions or official document submittals or any other matter.
- Letters supporting the League of California Cities position on a matter, unless the City Council has taken a contrary position.
- Letters supporting legislation related to approved City projects.
- Items routine in nature, experiences in the normal course of conducting the business of the City.

Supplies of City letterhead stationery or envelopes may not be given to individual Council, Commission or Board members.

Speaking for "the City"

Similar to written correspondence, when members are requested to speak to groups or are asked the Council's position on an issue, the response should reflect the position of the Council as a whole taken in open session. Of course, a member may clarify their vote on a matter by stating "While I voted against X, the City Council voted in support of it." When representing the City at meetings or other venues, it is important that those in attendance gain an understanding of the City Council's position rather than that of an individual member.

Proclamations

Ceremonial proclamations are often requested of the City in recognition of an event or individual. **Proclamations are not statements of policy but a manner in which the City can make special recognition of an event.** As part of his/her ceremonial responsibilities, the Mayor is charged with administration of proclamation. Individual Councilmembers do not issue proclamations.

VIII. INTERACTION WITH CITY STAFF/OFFICIALS

Council-Manager Form of Government

This structure reflects the City Council's role of establishing city policy and priorities. The Council appoints a City Manager to implement this policy and undertake the administration

of the organization. The City Council is to work through the City Manager in dealing with city staff, unless simply requesting information from other staff members.

The City Manager is appointed by the City Council to enforce its laws, to direct the daily operations of city government, to prepare and monitor the municipal budget, and to implement the policies and programs initiated by the City Council. The City Manager is responsible to the City Council rather than to individual Councilmembers, and directs, manages and coordinates the various departments.

Council-Manager Relationship

The City Council should avoid situations that can result in city staff being directed, intentionally or unintentionally, by one or more members of the City Council. Regular communication between the City Council and City Manager is important in maintaining open communications. All dealings with the City Manager, whether in public or private, should respect the authority of the City Manager in administrative matters. Disagreements should be expressed in policy terms, rather than in terms that question satisfaction with or support of the City Manager.

The City Council is to evaluate the City Manager on a regular basis to ensure that both the City Council and City Manager are in agreement about performance and goals based on mutual trust and common objectives.

The City Manager communicates with the City Council in various ways. Communication must be undertaken in such a way that all Councilmembers are treated similarly and kept equally informed.

City Council-City Attorney Relationship

The City Attorney is the legal advisor for the Council, City Manager and staff. The general legal responsibilities of the City Attorney are to:

A. Provide legal assistance necessary for formulation and implementation of legislative policies and projects.

B. Represent the City's interest, as determined by the City Council, in litigation, administrative hearings, negotiations and similar proceedings.

C. Prepare ordinances, resolutions, contracts and other legal documents to best reflect and implement the purposes for which they are prepared.

D. To keep City Council and staff apprised of court rulings and legislation affecting the legal interest of the city. It is important to note that the City Attorney does not represent individual members of Council, but the City Council as a whole.

Roles and Information Flow

It is the intent of staff to ensure Councilmembers free access to information from the city and to insure that such information is communicated completely and with candor to those

making the request. To carry out this responsibility, however, Councilmembers must avoid intrusion into those areas which are the responsibility of staff. Individual Councilmembers may not intervene in staff decision-making, the development of staff recommendations, scheduling of work, and executing department priorities without the prior knowledge and approval of the City Council as a whole. This is necessary to protect staff from undue influence and pressure from individual Councilmembers, and to allow staff to execute priorities given by management and the Council as a whole without fear of reprisal.

Council Roles: In accordance with section 212.020(D) of the Municipal Code, the City Council shall deal with the administrative services of the City only through the City Manager, except for the purpose of inquiry, **and neither the City Council nor any member thereof shall give orders to any subordinates of the City Manager**.

Individual members of the City Council shall not make attempts to pressure or influence staff decisions, recommendations, workloads, schedules, and department priorities without the prior knowledge and approval of the Council as a whole. If a Councilmember wishes to influence the actions, decisions, recommendations, workloads, work schedule, and priorities of staff, that member must prevail upon the Council to do so as a matter of Council policy in a public meeting.

Councilmembers shall not attend internal staff meetings or meetings between city staff and third parties unless invited by City Manager or directed by Council to do so (i.e. subcommittee/ad hoc meetings).

Staff Roles: The Council recognizes the primary functions of staff as executing Council policy and actions taken by the Council and in keeping the Council informed. Staff is directed to reject any attempts by individual members of the Council to unduly direct or otherwise pressure them into making, changing or otherwise influencing recommendations.

City Manager~~staff~~ will make every effort to respond in a timely and professional manner to all requests made by individual Councilmembers for information or assistance, provided that, in the judgment of the City Manager, the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned to staff through the direction of the full City Council.

Council requests for research or other staff work must be directed to the City Manager, or the City Attorney regarding legal matters, or the City Clerk regarding matters within the City Clerk's authority.

Dissemination of Information

In cases where a staff response to an individual Councilmember request involves written materials which may be of interest to other Councilmembers, the City Manager will provide copies of the material to all other Councilmembers.

IX. COMMUNICATION/INTERACTION WITH THE PUBLIC

As elected officials, it is understood that Councilmembers will be approached by individuals and community groups that have issues or ideas on which they seek the support of the Council. When meeting with individuals or groups, Councilmembers should refrain from making commitments that are outside the scope and/or authority of an individual Councilmember. It is recommended that Councilmembers notify and/or include the City Manager when meeting with individuals or groups, so that staff can obtain information and take appropriate actions as established by the adopted goals and policies set by the entire Council.

Recognizing that stewardship of the public interest must be their primary concern, Councilmembers shall work for the common good of the people of Pittsburg and not for any private or personal interest. Councilmembers must endeavor to treat all members of the public and issues before them in a fair and equitable manner.

Councilmembers can be subject to impromptu meetings at a grocery store, scheduled coffee house meetings, or more formal meetings scheduled at a conference room at City Hall. In scheduling meetings with members of the public or other agency members, the Adopted Council Goals and Policies and Procedures must be kept in mind.

Councilmembers are encouraged to discuss their ideas for community engagement with the City Manager prior to scheduling meetings. Staff has the means and tools available to invite and engage members of the public or other agencies. Similarly, if Councilmembers are approached by members of the public, organizations, or other jurisdictions regarding topics of concern to them, the City Manager can assess the strategies needed to make these meetings more fruitful if they are made aware of them beforehand. The City Manager will need to assess the time and resources available prior to meetings, as well as looking into “history” that may need attention first. Many Councilmembers have been blindsided when agreeing to a meeting that turns out more involved or not adhering to the topic originally discussed. Staff can help mitigate those meetings before they go awry. Including staff can help ensure a successful outcome.

Also, keep in mind that meeting locations and agendas can be subject to rules and regulations that Councilmembers may not be aware of and staff can assist with that (i.e. ADA requirements for meetings, Brown Act compliance, language barriers, etc.).

If not previously identified as an adopted Council Goal, through the annual goal setting and adoption process, and more than one hour of staff time will be required to complete the task/project, the item will be agendized to ask the City Council if time should be spent on preparing a report on the proposed item. A Councilmember shall not direct staff to initiate any action, change a course of action, or prepare any report. A Councilmember shall not initiate any project or study without the approval of the majority of the Council.

Keep an open mind. An objective, balanced, and receptive approach will help you assess the facts of a given issue, and evaluate new ideas. When receiving written and oral public testimony it will be necessary to discern between fact and opinion, as well as between those concerns which are relevant and those which are secondary to the issue at hand. Keeping an open mind will make it easier for you to understand all sides of an issue before you make a judgment or take a position. Expressing your opinion on a specific matter prior

to a meeting may result in your being disqualified from discussing or voting on that matter, due to pre-decisional bias.

Minimize, or even avoid, contact with a project applicant or project opponents prior to the meeting where you will hear the matter in question. Such unilateral or "ex parte" communications are better handled by staff familiar with the issues and will publicly and fully brief the Council at the appropriate time. Any ex parte communication should be disclosed when the Council hears the matter.

Social Media

Councilmembers should exercise caution when using social media, and refrain from posting City business, including personal comments posted using your title in the signature, on Facebook, Twitter, YouTube, SnapChat, Next Door, etc. Remember, once something is out on the internet and in cyberspace, it cannot be retrieved and a retraction may go unnoticed. Social media posts are not City-approved press releases unless posted on staff-controlled media.

Councilmembers must not engage in serial meetings through a chain of communications on the internet, in violation of the Brown Act.

X. MEETINGS OF THE COUNCIL

Regular Meetings

A. Regular meetings of the Council shall be held on the first and third Mondays at the hour of 7:00 p.m. The City Council meeting agenda schedule prepared and circulated by the City Clerk or the City Clerk's authorized designee at the beginning of the calendar year may provide for cancellation of regular meetings for recognized holidays, and may be modified by the Council from time to time to conduct the City's business. If at any regular meeting, business before Council remains unfinished, the Council may adjourn from time to time to dispose of the same or to transact any other unfinished business. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned regular meeting, the City Clerk or the City Clerk's authorized designee may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be given in the same manner as provided in the special meetings section, unless such notice is waived as provided for special meetings. A copy of the notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, or adjourned regular, meeting was held within 24 hours after the time of adjournment. If a meeting is adjourned for less than five calendar days, no new agenda need be posted so long as a new item of business is not introduced.

B. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held on the next regular meeting day set forth in the City Council meeting agenda schedule at 7:00 p.m.

C. It shall be the policy of the Council to adjourn its regular meetings by 11:00 p.m. of each meeting date. The City Manager shall endeavor to arrange the agenda in such a manner that the Council can adhere to this adjournment policy. A public hearing in progress shall not be interrupted and continued to a subsequent meeting for the sole purpose of satisfying this adjournment deadline. Items of business that remain on the agenda at 11:00 p.m. shall be carried over to the next regular meeting, unless Council by a majority vote agrees to continue in session or agrees to adjourn the meeting to a date sooner than the next regular meeting to dispose of the remaining agenda items. In the event of adjournment to a time and date prior to the next regular meeting, a copy of the order or notice of adjournment shall be posted immediately following the adjourned meeting.

Special and Emergency Meetings

Special and emergency meetings shall be held and noticed in compliance with the terms and provisions of the Brown Act, Sections 54956 and 54956.5.

Annual Goals Meeting

The Council shall at a regular meeting, or special meeting called for that purpose to determine its goals and the relative priority of such goals to which City staff and resources are to be committed for their accomplishment. The Council may conduct such additional meetings on its goals throughout the year as deemed necessary or advisable.

The annual goals meeting is the opportune time for City Councilmembers to introduce and establish a consensus to include their personal priorities.

XI. CHAMBER ATTENDANCE AND FACILITIES

Council Chamber Attendance; Limitations

Council Chamber attendance shall be limited to the posted seating capacity thereof. Entrance to the Council Chamber will be appropriately regulated by the City Manager on occasions when the Council Chamber capacity is likely to be exceeded. While the Council is in session, members of the public shall not remain standing in the Council Chamber except to address the Council and sitting on the floor or standing in the hall is not be permitted. During Council meetings, no musical instruments, firearms (except in the possession of peace officers), toy firearms, placards, or other items of potentially disruptive nature, shall be brought into the Council Chamber nor shall any handbills or fliers be distributed in the Council Chamber. The Council proceedings may be conveyed by loudspeaker to those who have been unable to enter the Council Chamber.

Facilities

Regular and special meetings of the Council shall be held in the Council Chamber, City Hall, 65 Civic Avenue, or at such other locations as permitted by the Brown Act, Section 65954. Whenever at a regular or special meeting of the City Council it is anticipated by the City Manager that the attendance will be substantially greater than the posted capacity of the Council Chamber, the City Manager may make arrangements for the use of a suitable

alternative facility for such meeting of the Council. Facilities shall be accessible to the physically disabled.

XII. CODE OF CONDUCT

Councilmembers should avoid impropriety in the exercise of their official duties. The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the council, boards, or commissions, the public and staff.

Councilmembers shall conduct themselves in a professional manner at all times during Council meetings.

Councilmembers should act with integrity and independence from improper influence as they exercise the duties of their offices. Characteristics and behaviors consistent with this standard include the following:

- Acting as if they were on official duty regardless of where they are or what they are doing.
- Avoiding personalizing issues by engaging in name-calling or personal invective, speaking in a derogatory or belittling manner towards those with whom one disagrees, whether they be colleagues or members of the public.
- Remembering that all Councilmembers are representatives of the public, and as representatives and servants, should treat each other and those they represent consistent with such high principle.
- Using their best independent judgment to pursue the common good; presenting their opinions to all in a reasonable, forthright, consistent manner; and making decisions which will promote the general and long-term interests of the city and its residents.
- Keeping an open mind and being able to consider the opinions and ideas of others, even when board and commission members disagree with those opinions.
- Listening to all testimony, and not reaching conclusions on issues until all interested parties have had an opportunity to express their position, or otherwise acting in a manner that would affect a party's right to a fair hearing.
- Showing respect for their offices and not acting in ways that reflect badly on those offices and diminish public respect for the office or the city.

Councilmembers should be able to assert policy positions and opinions without fear of reprisal from fellow officials or the public. Councilmembers should not question the ethics of another member because they disagree with that member on a question of policy.

~~XII~~XIII. DECORUM DURING MEETING

Presiding Officer

The presiding officer shall take all action reasonably necessary to preserve order at all times during Council meetings.

Responsibility of Councilmembers

During Council meetings, Councilmembers shall conduct themselves in accordance with these rules and in such a manner as to avoid disrupting the meeting. Except as otherwise provided in these rules, Councilmembers shall abide by the rulings of the Council and presiding officer.

Responsibility of Other Persons

Other persons attending Council meetings shall observe these rules, any additional rules the Council may establish or concur in for a particular matter, and the orders of the presiding officer with respect to the conduct of the meeting. No person shall willfully disrupt or disturb any Council meeting without lawful authority. This includes, but is not limited to, unsolicited comments, talking or making noise so loud as to interfere with the conduct of business at the meeting. No person shall approach a Councilmember while the Council is in session, unless specifically requested to do so by the presiding officer. Any message to, or contact with, a Councilmember while the Council is in session, shall be made through the City Clerk or the City Clerk's authorized designee.

Remedies For Disruption of Council Meeting

A. Any person who unlawfully disrupts or disturbs a Council meeting may be removed and barred from further attendance before the Council at that meeting, unless permission to remain or return is granted by a majority vote of the Council.

B. Decorum at the meeting shall be enforced in the following manner:

1. Warning. The presiding officer shall request that a person who is disrupting or disturbing the meeting be orderly and silent. If, after receiving a warning from the presiding officer, a person persists in disrupting or disturbing the meeting, the presiding officer shall order him or her to leave the Council meeting. If such person does not remove him or herself immediately, the presiding officer may order any security officer or other law enforcement officer who is on duty at the meeting as Sergeant-At-Arms of the Council to remove that person from the Council Chamber.

2. Resisting or interference with removal - Any person who resists removal or interferes with the removal of a person by the security officer may be charged with a violation of this section.

C. In the event that any Council meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of the individuals who are willfully interrupting the meeting, the presiding officer or Council may order the meeting room cleared and continue in session pursuant to the Brown Action, Section 54957.9, or any other applicable statute.

~~XIII~~XIV. AGENDA AND ORDER OF BUSINESS FOR REGULAR MEETINGS

Items Included

Prior to a deadline established by the City Manager for the preparation of a regular meeting agenda, items of business shall be included on the agenda at the request of the Mayor, by an individual Councilmember, by the City Manager, or by the City Attorney. The City Manager makes the determination as to whether the item is appropriate for the agenda and when the item should be scheduled. In determining whether a suggested item is appropriate for the agenda, consideration shall be given to whether the item is within the subject matter jurisdiction of the City Council, whether the item requires a positive or negative decision by the majority of the Council upon a motion, proposal, resolution, minute order or ordinance, whether the matter involves a public hearing which must be scheduled in accordance with applicable law, and/or whether the item has been rendered moot or redundant by previous determination by the City Council or by operation of law.

The Mayor has also been assigned by the City Council to consult and coordinate with the City Manager in the development of agendas for meetings of the City Council. The scope of such review focuses on the timing of business items and the volume of business which can be considered at any one meeting however, there should not be a unilateral delay of items to be considered by the Council. Should any significant disagreement arise regarding the scheduling of items and/or whether the item is appropriate for the agenda business, such matters are to be resolved by the full City Council during its regular meeting. To the extent possible, the City Council shall be provided with tentative agenda schedules for future council meetings.

No item of business which has been acted upon by the Council at a prior meeting within the past one year, shall be placed upon the written agenda except at the request of a Councilmember who voted in the majority on such matter or question, or the City's authorized designee prior to the agenda's deadline and with the concurrence of the City Manager and City Attorney in accordance with the guidelines identified above.

Preparation and Posting

The City Manager or designee shall prepare and furnish to each Councilmember and to the City Attorney, and to such other persons as the Council may designate, a written agenda for the regular meetings. The City Manager or designee shall endeavor to arrange the agenda in such a manner that adjournment, if at all possible, shall conclude no later than 11:00 p.m. of the date scheduled for the meeting.

The written agenda shall be published and posted, and no action or discussion shall take place on any item not appearing on the posted agenda except as permitted by the terms and provisions of the Brown Act, Section 54954.2. The City Clerk or the City Clerk's authorized designee shall post the agenda on the outside front entry to City Hall or other location that is freely accessible to members of the public at least seventy-two hours prior to the regular meeting. At the place of the regular meeting, a copy of the agenda, plus all attachments, placed in a binder shall be available to members of the public 30 minutes prior and during the Council meeting.

An electronic version of the full agenda packet, including attachments, is available on the City's website no later than 72 hours prior to the meeting.

Order of Business

The business of the Council at its regular meetings shall be as set forth in the agenda published and posted by the City Manager or designee and shall be taken up for consideration and disposition in the order hereinafter set forth. On the majority vote of the Council, a matter may be taken out of order as is deemed necessary or advisable so long as there is no discernible prejudice to the right of the public to be heard on the matter. Any item not on the posted agenda may be added to the agenda and considered only in the manner prescribed by the Brown Act, Section 54954.2.

Order of Business:

Closed Session:

A. Public Comment (Audience Remarks)
B. Adjourn to Closed Session

Open Session:

A. Call to Order
B. Roll Call
C. Pledge of Allegiance
D. Presentations and Proclamations
E. City Manager Reports/Remarks
F. Public Comment

~~D. Audience Remarks~~
~~E. Presentations and Commendations~~
~~F~~G. Public Hearings
~~G~~H. Consideration - Policy and Administrative Items
I. Conflict of Interest Statement
~~H~~J. Consent Calendar
~~I~~K. Request for Future Agenda Items
~~J~~L. Councilmember Reports
~~K~~M. Adjournment

Roll Call

After initial roll call by the City Clerk or the City Clerk's authorized designee, the later arrival of any absentee Councilmember shall be entered in the minutes with the time of arrival to be noted.

Special Presentations

Special presentations by members of the public to the Council may be made from time to time provided that prior notice is given to the City Manager that a special presentation is being planned, giving the subject matter and the date requested to appear on the agenda.

The City Manager shall determine when the presentation shall appear on the agenda, scheduling it as promptly as time permits, taking into account the date requested.

Minutes

The City Clerk or City Clerk's authorized designee shall distribute copies of the un-adopted minutes of any previous meeting(s) to each Councilmember along with the agenda and accompanying materials (agenda packet). Unless reading the minutes is requested by a Councilmember, such minutes may be adopted on the Consent Calendar without reading. The City adopted Action Minutes in 2008. Only actions taken are recorded in the official minutes. No minutes are taken at study sessions or workshops.

Written Communications

Written communications from the public to the Council must be received by the City Clerk or the City Clerk's authorized designee not later than the time and date established by the City Manager for preparation of the next meeting's agenda. The City Clerk or City Clerk's authorized designee shall prepare copies of such communications for the members of the Council. When the Council so directs, appropriate replies shall be made by the City Manager or other person designated by the Council. Anonymous or unsigned communications shall not be submitted to the Council for any purpose. Councilmembers or members of the public may submit written material on the night of the meeting for informational purposes only.

Public Comment
~~Community Forum~~

The presiding officer shall announce, prior to closed session and again at the beginning of each of the regular meeting agendas, that members of the public shall have the opportunity to directly address the Council on items of interest to the public that are within the subject matter jurisdiction of the Council. In the event there is disagreement whether a comment is within the subject matter jurisdiction of City Council, the Mayor shall make the determination with concurrence of a majority of the Council. Each speaker is given up to three (3) minutes, at the discretion of the Mayor and with concurrence of a majority of the Council. Speakers are not permitted to yield their time to another speaker. ~~, with each speaker limited to three (3) minutes.~~ Members of the public may also comment on Consent Calendar items during ~~community forum~~public comment or may request removal of a Consent Calendar item(s) for consideration. Except as permitted by the Brown Act, Sections 54954.2 and 54954.3, no discussion or action shall be taken on matters brought up during the community forum. (Resolution 21-13897)

Consent Calendar

The City Manager or City Attorney may recommend that certain items be placed on the Consent Calendar for action by the Council. Each item placed on the Consent Calendar shall appear with a recommendation of the City Manager or City Attorney as to the action to be taken by the Council. Upon motion by any Councilmember, all items placed upon the Consent Calendar may be acted upon collectively, and each shall be deemed to have received the action recommended by the City Manager or City Attorney. If any

Councilmember requests removal of any item from the Consent Calendar, or if any member of the public requests removal of an item for the purpose of addressing it, the item may be removed from the Consent Calendar and be heard and acted upon immediately after the approval of the Consent Calendar and approval of the agenda.

Public Hearings - General

A. The Council may from time-to-time order that public hearings be conducted on items of public interest even though such may not be required by law. The presiding officer, with the consent of the Council, may set a reasonable time limit in which the public hearing is to be conducted. The presiding officer may direct those making a presentation to avoid repetition in order to permit maximum information to be provided the Council, and may require that one person be designated to represent groups or organizations to facilitate maximum community input.

B. The procedure for hearing shall follow generally and, when applicable, the procedures for public hearings on appeals from decisions of commissions or staff, including those for continuance or re-continuance thereof.

Procedures for Public Hearings on Appeals from Decisions of Commissions or Staff

A. On an appeal to the Council from a decision of a Commission or staff, the City Clerk or City Clerk's authorized designee shall secure from the appropriate department the documents upon which the commission or staff has acted. The City Clerk or City Clerk's authorized designee shall inform the appellant that the Council will not consider the appeal if any concept, substantive portion, or key details of the plan(s) or document(s) upon which the Commission or staff has acted will be changed by the time of the hearing. Should the appellant desire to submit any new or illustrative material at the time of the hearing, the appellant shall first submit it to the originating department, which shall certify on the material whether or not the additional material conforms to that upon which the Commission or staff has acted. The material, so certified, shall then be delivered to the City Clerk or the City Clerk's authorized designee.

B. Hearing Procedures Not Specifically Provided for by the Municipal Code:

1. The presiding officer shall announce the public hearing.

2. The staff report and or the Commission report shall be presented.

3. The presiding officer shall declare the public hearing open.

4. The presiding officer shall first call on the appellant to be heard, with five minutes as the time limit for presentation. Presentation of plans or drawings containing substantive changes from those upon which the Commission or staff has acted shall be ruled out of order unless good cause is shown.

5. The Council shall hear from those members of the public interested in the appeal.

6. At the conclusion of the public hearing, the appellant may have up to ~~another five~~ten minutes for a concluding response.

7. The presiding officer shall close the public hearing.

8. A Councilmember:

   (a) May question any speaker during or after the hearing.

   (b) Shall not introduce a motion, resolution, or ordinance to approve, modify, or deny the subject matter being heard until the public hearing is closed by the presiding officer.

C. Any appellate hearing being held, or noticed or ordered to be held may, by a majority of the Council, be continued or re-continued to any subsequent meeting, in the same manner and to the same extent set forth herein for the adjournment of meetings; provided, however, if the hearing is continued to a time less than twenty-four (24) hours after the time specified in the original order or notice of hearing, a copy of the order or notice of continuance shall be posted immediately following the meeting at which the order or notice of continuance was adopted.

Council Request for Future Agenda Items

A Councilmember may make a request under the Requests for Future Agenda Items section of the agenda. The item will be added pursuant to a majority vote in favor.

At the next available meeting, the requested item will be listed on the agenda under Consideration. When the item is called, the Councilmember making the request will describe the request and the Council may have a brief discussion of the requested item. Upon concurrence by the majority of the membership of the City Council present that staff time and City resources be spent on an item, it shall be scheduled for a future meeting. Council discussion will be limited to whether staff time and City resources should be spent on the item. The Council will take no other action on the item itself. Council concurrence that staff time or City resources be spent on an item does not signify approval of the item, just that the Council wishes to have it studied further and the Council may, at any time, decide not to pursue the item further.

No matter which has previously been brought before the Council under Council Request for Future Agenda Items, and which a majority of the Council has declined to schedule as a future City Council agenda matter, shall again be brought before the Council under Council Request for Future Agenda Items for a period of one year.

Outline for Request for Future Agenda Items:

1. Request by Council Member for future item – must be moved and seconded.

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

~~If an individual Councilmember wishes to have an agenda item placed on a future agenda, he or she shall ask the City Manager or his/her designee to include the request under the Request for Future Agenda Items section of the agenda. Requests must be made at least one week in advance of the meeting. In the alternative, if the deadline is missed, a Councilmember may make a request under the Requests for Future Agenda Items section of the agenda.~~

~~At the next regularly scheduled City Council meeting the requested item will be listed on the agenda under Request for Future Agenda Items. The item will identify the Councilmember making the request and briefly describe the nature of the request. Staff will not spend time on the requested item except to provide assistance to the Councilmember to frame the issue so that the Council and public clearly understand the request. Should the issue be an item that staff has already researched, or is in the process of researching, an informational report may accompany the request on the agenda. Additionally, if the City Manager feels there is information that should be shared in order to productively evaluate next steps, brief information regarding the request may be included on the subsequent agenda. Should the Council wish additional information, at that time a consensus of the Council would be required to direct staff to spend additional time and resources on the issue.~~

~~When the item is called, the Councilmember making the request will describe the request and the Council may have a brief discussion of the requested item. Upon concurrence by the majority of the membership of the City Council present that staff time and City resources be spent on an item, it shall be scheduled for a future meeting. Council discussion will be limited to whether staff time and City resources should be spent on the item. The Council will take no other action on the item itself. Council concurrence that staff time or City resources be spent on an item does not signify approval of the item, just that the Council wishes to have it studied further and the Council may, at any time, decide not to pursue the item further.~~

~~No matter which has previously been brought before the Council under Council Request for Future Agenda Items, and which a majority of the Council has declined to schedule as a future City Council agenda matter, shall again be brought before the Council under Council Request for Future Agenda Items for a period of one year.~~

~~Outline for Request for Future Agenda Items:~~

~~1. Request by Council Member for future item – must be moved and seconded~~
~~2. Staff returns at next regularly scheduled meeting with information on item~~
~~3. Council makes determination as to viability of consideration of item~~
~~4. Staff returns at scheduled future meeting with item for consideration~~

~~Payment or Denial of Claims~~

~~Payment or denial of claims shall be placed on the Consent Calendar as an item for Council action. Any Councilmember may inquire or request further investigation and report as to any item appearing upon the written claims printout.~~

~~XIII~~XV. PUBLIC PARTICIPATION

Policy

Pursuant to the Brown Act, Section 54954.3, members of the public shall be afforded the opportunity to speak on any agenda item of a substantive nature providing they are first recognized by the presiding officer.

Addressing the Council

Any person desiring to address the Council by oral communication shall first secure the permission of the presiding officer; provided, however, that preference will be given to those persons who have submitted a card provided for that purpose, or those who have submitted
to the City Clerk or City Clerk's authorized designee a written request in advance or at the commencement of the meeting of their desire to speak, and they will be given recognition by the presiding officer in the order in which received.

Spokespersons

Designated spokespersons for recognized groups or organizations may be given priority over individuals who desire to address the Council.

Card System

Cards will be available for persons who wish to address the Council at a public hearing or any another item of agenda business. The card system is not mandatory, but will facilitate correct information for the record. After filling out the information requested, the cards will be handed to the City Clerk or City Clerk's authorized designee, no earlier than fifteen (15) minutes before the commencement of the meeting. The presiding officer will call on those wishing to speak in the order in which the cards are received, except as provided elsewhere in this document. After such persons are heard, the presiding officer may then call for any additional speakers.

If a written request for permission to address the Council has not been submitted, a person wishing to gain recognition may approach the speaker's podium and wait, silently, to be recognized by the presiding officer.

Time Limit

Designated spokespersons for recognized groups or organizations will have five minutes to address the Council; provided, however, that they may request additional time and will be granted such only with the permission of the Council. Individuals will be given up to three minutes to address the Council, at the discretion of the Mayor and with concurrence of a majority of the Council, unless additional time is allowed as provided for

spokespersons. Speakers are not permitted to yield their time to another speaker. (Resolution 21-13897)

Discussion Between ~~Citizens~~ the Public and Council

All remarks shall be addressed to the Council as a body and not any member thereof. No person, other than the presiding officer, Council and the person having the floor, shall be permitted to enter into any discussion, either directly or though a member of the Council, without the permission of the presiding officer. No question shall be asked of a Councilmember or member of the staff except through the presiding officer.

Topic for Discussion

Members of the public shall address their remarks only to the agenda item then under discussion by the City Council.

Manner of Addressing Council

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.

Repetition

Recognized speakers shall refrain from unnecessary repetition of issues and points already raised by previous speakers.

~~XV~~XVI. RULES OF ORDER AND DEBATE

Rules of Order

At all meetings of the Council, Roberts Rules of Order, may be used as nonbinding guiding ~~as amended, shall be the governing~~ rules of order and debate except where in conflict with State law. If Robert Rules of Order are in conflict with these rules, these rules shall apply and govern.

Presiding Officer

The Mayor shall preside at all meetings of the Council. In the absence of the Mayor, the Vice-Mayor shall preside. In the absence of the Mayor and the Vice-Mayor, the senior Councilmember present shall preside. The presiding officer may debate and vote, and may make a motion, offer a resolution, or introduce an ordinance, without relinquishing the chair.

Preservation of Order

The presiding officer shall preserve order and decorum, confine Councilmembers in debate to the question under discussion, and otherwise curtail disruption of the meeting.

Dissents and Protests

Any Councilmember shall have the right to dissent from any action of the Council or ruling of the presiding officer and have the reason therefore entered into the minutes. Such dissent shall be in writing, couched in respectful terms, and presented to the Council not later than the next regular meeting following the date of such action.

Councilmembers

Councilmembers desiring to speak shall so signify by utilizing the electronic system provided for that purpose, or in its absence shall address the presiding officer. The presiding officer shall call upon Councilmembers in the sequence in which they have sought recognition. A Councilmember shall not call for a showing of hands or other demonstration of those present in the audience, unless granted permission to do so by the presiding officer. No Councilmember may speak for longer than fifteen (15) minutes at any one time unless additional time is granted upon a majority vote of the Council

Discussion Prior to Formal Action

It shall not be necessary to make a motion, offer a resolution, or introduce alternatives to a proposed ordinance before debate by the Council or before the public is allowed to speak. No such motion or resolution, or introduction of an ordinance, shall be made at any time before a public hearing is closed.

Amendment

An amendment merely changes the wording of the motion or matter to be voted upon; it is made by striking out, inserting, adding, or substituting certain words, phrases, sentences or paragraphs in the original motion. An amendment to an amendment cannot be amended, i.e., there can be no more than two amendments under consideration at the same time.

Substitute Motion

A substitute motion, proposing to strike out the entire original motion and to insert in its place a more satisfactory motion, has the same status as an amendment to the main motion.

Division of Question

If a motion, or any proposed amendment thereto, contains two or more separable propositions, the presiding officer may, and upon request of a Councilmember shall, divide the question.

Motions to Postpone

A. A motion to postpone indefinitely is debatable if the main motion to which it applies is debatable. The motion cannot be amended nor referred. If carried, the subject cannot be brought up again except by way of a motion to reconsider at a subsequent meeting.

B. A motion to postpone definitely (i.e., to a time certain), has priority over motions to refer, to amend, to postpone indefinitely, and the main motion. It is debatable as to desirability of postponement and the time to which postponement is to be made. It can be amended by changing the time to which postponement is to be made. It yields only to a motion to close debate or to table.

Motion to Refer

A motion may be made to refer the question at hand to a specified committee, staff member, other person, or to a special committee to be appointed. The motion is debatable as to desirability of referring, as to size and method of appointment of the committee if one is to be appointed, and as to instructions and responsibility of those to whom referred. The motion shall have priority over the main motion, a motion to amend, and a motion to postpone indefinitely. It cannot be tabled or postponed.

Motion to Close Debate (Previous Question); Limit Debate

A. A motion to close debate requires a two-thirds vote for passage. It is not debatable and cannot be amended. It yields only to a motion to lay on the table. If the motion carries, and unless the motion is made to include "all pending questions," the presiding officer shall put pending amendments to the main question, without debate, in the inverse order of their introduction, before putting the main question to vote.

B. A motion to limit debate shall be subject to the same rules as a motion to close debate, said motion to specify time limits for each speaker, or the number of speakers for affirmative and negative sides, or the total time limit for consideration of the main motion or question.

Motion to Table

A motion to table (i.e., to lay on the table) is not debatable and cannot be amended. The motion is in order where a motion to close debate has been carried, or when it is pending. The motion is proper only when the pending subject needs to be set aside temporarily because something else of immediate urgency has arisen. If the motion is carried, consideration of the subject matter may be resumed at that meeting or the next succeeding meeting on motion to take from the table made by any Councilmember, and if not taken up by that time, the subject expires. The subject, however, may be reintroduced before the City Council at a later date as a new matter.

To Withdraw a Motion

A motion or offer of a resolution may be withdrawn by the maker at any time before vote by the Council, after first gaining recognition from the presiding officer.

Motion to Reconsider During Meeting

A motion to reconsider any action taken by the Council may be made at any time at the meeting such action was taken or at a recessed session of that meeting. The motion may be made only by a Councilmember who had previously voted with the prevailing side. A resolution or motion authorizing or relating to the approval of a contract may be reconsidered only prior to the actual execution of the contract. A question can be reconsidered only once during the meeting.

Motion to Reconsider at Subsequent Meeting

After the Council has taken action on a matter or question, a motion to reconsider that action, or to reconsider any prior action taken on a matter or question having substantially the same content or purpose of the matter already acted upon, shall not be made at any subsequent meeting for at least one calendar year from the date of such action, except by a Councilmember who voted in the majority on such matter or question, or upon the written consent of majority of Councilmembers filed with the City Clerk. The item then before the Council shall be whether the matter or question should be reconsidered, and if the majority of the Council approves the request, the matter or question shall be placed on a future agenda for consideration.

Method of Voting

Votes of the Council shall be cast and displayed on the electronic voting board so that each Councilmember's vote may be recorded by the City Clerk. In the event of a breakdown or a malfunction of the electronic voting equipment, the City Clerk shall call the roll for voting in the descending order that the names of the Councilmembers appear on the electronic voting board. At the conclusion of the voting the Clerk shall announce the results of the vote by stating whether the measure carried or failed and by what vote. Voting by proxy shall not be permitted.

Tie Vote

Except as otherwise specifically provided by law, the affirmative vote of at least three (3) Councilmembers shall be necessary to adopt any ordinance, resolution or motion. Any question on which the vote is tied is lost, provided, that the presiding officer or any Councilmember may request the City Clerk or City Clerk's authorized designee to carry over the item to the next regular meeting at which a full Council will be present.

Abstention

It shall be the duty of each Councilmember present at a meeting of the Council to vote on each matter or question before the Council for action unless:

A. Disqualified under the terms of the *Political Reform Act (Government Code, Sections 87100 et seq.).* Wherein it is reasonably foreseeable that the decision would have a material financial effect on the Councilmember, the Councilmember's immediate family, or on specified economic interests of the Councilmember if that financial effect is different from the effect on the general public; or
B. Disqualified under the terms of *Government Code, Sections 1090 et. seq.*, dealing with public contracts in which the Councilmember may have a direct or indirect

financial interest, the prohibition including preliminary discussions, negotiations, planning and solicitation of bids.

C. Abstention for any reason other than those mentioned above shall constitute consent to the action proposed, and the City Clerk or City Clerk's authorized designee shall announce at the meeting and enter in the minutes that the abstention was cast as a "no" vote pursuant to this rule.

D. Nothing in this section is intended to abrogate the judicially declared "limited rule of necessity" adopted in the State pertaining to the duty of members of public and legislative bodies to vote on matters which require their action.

As required by law, the City of Pittsburg has adopted a Conflict of Interest Code. No person shall make or participate in a government decision which he or she knows, or has reason to know, will have a reasonably foreseeable material financial effect distinguishable from its effect on the public generally.

The City Attorney is available to help Members decide if they should declare a disqualification on any issue, and again, the City Attorney will provide guidance in determining whether a Member should disqualify him/herself from acting on the item. In these instances, Members should recuse themselves from a vote using the phrase, "… *to avoid the appearance of impropriety"* and explain fully the reason for the recusal. The Member must not only disqualify him/herself from voting, but must also refrain from participating in any debate on the matter. To accomplish this, the Member must leave the room after announcing the reason for the recusal. By law, the minutes of that meeting must state the reason for the recusal.

As a resident, a Member recusing him/herself may participate in the proceedings. Again, the City Attorney can advise.

Point of Order

The presiding officer shall determine all points of order, subject to the right of any Councilmember to appeal to the Council. If an appeal is taken, the decision of the presiding officer must be sustained by a majority vote of the Council. A contrary position to the determination of the presiding officer may be made by a motion and must be approved by a majority vote of the Council.

A Councilmember may, without waiting for recognition, rise to a point of order to secure a ruling from the presiding officer on a matter thought to be of sufficient importance to require immediate attention. A Councilmember may:

A. Question the validity of the parliamentary procedure being followed;
B. Call a speaker to order for the inappropriate use of language or any breach of decorum;
C. Call attention to a condition that inconveniences members;
D. Raise a parliamentary inquiry, or call attention to a violation of correct procedure; or
E. Question a ruling by the presiding officer on a point of parliamentary procedure prior to appealing the decision of the presiding officer to the Council.

Rising to a Point of Order is in order at any time, may interrupt a speaker who has the floor, is not debatable, cannot be amended, and requires no vote of the Council. The Councilmember rising to a point of order may explain his/her position and the presiding officer may state his/her position in ruling on the request.

Appeal from the Decision of the Presiding Officer

A Councilmember may appeal to the Council a decision or ruling of the presiding officer. It must be made immediately following the decision or ruling in question, and it may be made when another has been recognized (had the floor). The motion is debatable if appeal is to a decision regarding a debatable motion. It may not be amended, postponed, or referred to a committee. It is not debatable if the ruling appealed relates to decorum or violation of rules of speaking, or is made when an undebatable motion is pending.

Points of Information

A Councilmember may make a request for information relevant to the business at hand but not related to parliamentary procedure. The request may be directed to the presiding officer or through the presiding officer to another Councilmember or to an officer or employee of the City. The request must be put in the form of a question. If directed to a Councilmember who has the floor, the presiding officer will ask consent of the speaker to the interruption.

Motion to Adjourn or Recess

An unqualified motion to adjourn has priority over all other motions except the motion to fix time of the next meeting. It is always in order, except:

A. When repeated without intervening business or discussion;
B. When made as an interruption of a Councilmember speaking;
C. When a previous question has been ordered and is being discussed; and
D. While a vote is being taken.

The motion to adjourn is not debatable and cannot be amended. Before putting the motion to adjourn to vote of the Council, the presiding officer may inform the Council of any important matter demanding its attention and consideration before adjournment.

As a privileged motion, that is, when other business is pending, the motion to recess yields only to the unqualified motion to adjourn and to the motion to fix time of the next meeting. After a recess, business proceeds from the point reached immediately preceding the recess.

Severability

If any provision or clause of this procedure or the application thereof to any person or circumstances is held to be unconstitutional, or to be otherwise invalid, by any court of competent jurisdiction, such invalidity shall not affect other provisions, clauses or applications thereof which can be implemented without the invalid provision, clause or

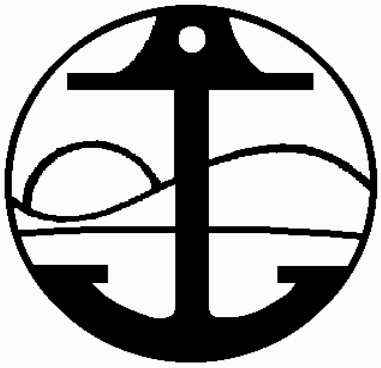
application, and to this end the provisions and clauses of this procedure are declared to be severable.

~~XVI~~XVII. EFFECTIVE DATE

The provisions of these procedures shall take effect and be in full force and effect immediately following adoption by the City Council.

~~XVII~~XVIII. RESOLUTION TABLE

Initial Adoption by Resolution No. 01-9475
Amended Resolution No. 05-10422
Amended Resolution No. 05-10435
Amended Resolution No. 15-10446
Ordinance No. 04-1258
Amended Resolution No. 06-10462
Amended Resolution No. 07-10715
Amended Resolution No. 09-11310
Amended Resolution No. 13-12034
Amended Resolution No. 16-13260
Amended Resolution No. 21-13897
Amended Resolution No. 21-



CITY OF PITTSBURG

POLICIES AND PROCEDURES FOR CITY COUNCIL

Rev. 11/15/21

CITY OF PITTSBURG

POLICIES AND PROCEDURES
FOR CITY COUNCIL

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CITY OF PITTSBURG

POLICIES & PROCEDURES FOR CITY COUNCIL

I. AUTHORITY

Preamble

The purpose of this document is to ensure the orderly and efficient conduct of the meetings of the City Council. These policies and procedures are intended to ensure the right of the majority of the Council to decide items of business brought before the Council; the right of the minority to be heard; and the rights of any absentee councilmembers to be protected. These policies are also intended to foster and promote the right of residents to have adequate notice of business scheduled for consideration by the Council and a fair and reasonable opportunity to attend meetings and be heard.

Statutory Authority

These policies and procedures for the meetings of the City Council are adopted in compliance with laws of the State of California, in particular, Government Code sections 54950 et seq. (hereinafter referred to as the *"Brown Act"*). Whenever these rules are found to be in conflict with the terms and provisions of the Brown Act, or any other state law, state law governs. Further, the City of Pittsburg Municipal Code shall govern over any conflicting rule found in this document.

II. GENERAL RULES

Quorum

A quorum shall be three or more Councilmembers. Policies and goals for the City of Pittsburg shall be established by a majority vote of the Council.

Orientation of New Members

It is important the members of the Council gain an understanding of the full range of services and programs provided by the organization. As new members join the City Council, department heads are instructed to provide invitations for members to tour facilities and meet with key staff. At any time, if there are facilities or programs about which a new member would like more information, arrangement will be made to increase the new member's awareness of these operations.

Ethics Training Requirements

Each Councilmember shall receive at least two hours of training in general ethics principles and ethics laws relevant to his or her public service. New Members must receive this training

within their first year of service on the City Council. An individual who serves on multiple legislative bodies need only receive two hours of ethics training every two years to satisfy this requirement for all applicable public service positions. The City may develop its own ethics training course or use an outside provider. If the City develops its own ethics training, the City must consult with the Fair Political Practices Commission and the State Attorney General. The City must maintain all records relating to a Councilmembers' ethics training for at least five years. These documents are public records subject to disclosure. (Resolution No. 06-10462 and 09-11310)

Sexual Harassment Prevention Training and Education Requirements

State law, at Government Code Section 53237 et seq., also known as AB 1661 of 2016, requires that each local agency official must receive at least two hours of sexual harassment prevention training and education within the first six months of taking office or commencing employment, and every two years after that. The City is required to maintain all records relating to a Councilmembers' ethics training for at least five years. These documents are public records subject to disclosure.

Seniority of Councilmembers

Seniority shall be determined by the highest vote count in the most recent general municipal election.

Seating Arrangement During Meeting

The Mayor should always be seated center. The Vice-Mayor may choose to be seated to the Mayor's right or left. Other seats shall be selected by Councilmembers in order of their relative seniority in office and they shall occupy seats so selected until the next regular reorganization of the Council; provided, however, that any two or more Councilmembers may exchange seats at any time by mutual consent.

Journal of Proceedings

An account of all open sessions of the Council shall be prepared and kept by the City Clerk or the City Clerk's authorized designee and shall be entered in a permanent book or other permanent form constituting the official record of the Council meetings (excluding closed sessions) for which the City Clerk will be fully indemnified.

Closed Sessions

All closed sessions shall be noticed and conducted in accordance with the provisions of the Brown Act. Actions taken in closed session shall be publicly reported in open session when appropriate in accordance with section 54957.1 of the Brown Act. The City Attorney shall record the votes taken on each closed session item where appropriate. The record of the votes taken shall constitute the exclusive record of the closed session, shall not be considered a public record, and shall be confidential pursuant to section 54957.2 of the Brown Act. No other notes or minutes of closed session discussions shall be recorded.

Ordinances

A. No ordinance, except an appropriations ordinance, an ordinance adopting or embodying an administrative or government code, or an ordinance adopting a code of ordinances, shall relate to more than one subject, which shall be clearly stated in its title.

B. Any proposed new or revised zoning ordinance shall be reviewed by the Planning Commission before submission to the City Council.

III. VIOLATIONS OF POLICY BY COUNCILMEMBERS

The provisions of this Policy contained below apply exclusively to the Mayor and Councilmembers and do not extend to members of City Commissions. Violations of this Policy or any other applicable City Council/Administrative Policy by Commissioners may be considered by the City Council, or by a City Council Subcommittee who will make a recommendation to the City Council on an appropriate City Council response.

A City Councilmember who does not follow this Policy or any other applicable City policy may face admonition, sanction or censure.

The following sets forth the procedures to be followed when there is a belief that a Councilmember has violated this Policy or any other applicable City policy. This rule shall not be used for violations of State or Federal laws, as such laws are subject to separate penalty and enforcement provisions outside of the City's purview.

Notification of Allegation

If a Councilmember believes that another Councilmember has violated this Policy or any other applicable City policy he or she shall notify the Mayor. If the allegation is against the Mayor, the Vice-Mayor shall be notified in writing, outside a regularly scheduled or any public business meeting. If the allegation concerns both the Mayor and Vice-Mayor, then the most senior Councilmember shall be notified and, if two Councilmembers share seniority, then the Councilmember who received the most votes in their most recent election shall be notified. The official selected will be provided with all background information that the Councilmember making the allegation has in their possession.

Once an allegation has been received, the official receiving the allegation shall meet with the City Manager and the City Attorney within 5 business days. At that time, the official who received the allegation will determine whether more information is needed, whether the allegation is unfounded, or whether to recommend that the full Council hear the allegation.

If the official who received the allegation determines that the allegation is unfounded or requires additional information, he or she will notify the Councilmember making the allegation, in writing, within 2 business days. At that time, if the Councilmember making the allegation is not satisfied with the official's determination, he or she may bring the matter to the full Council for review by asking the City Manager in writing, within 2 business days for the matter to be placed on the next regularly scheduled City Council agenda. The City

Manager will, in writing, notify, the Councilmember against whom the allegation is made about the violation and the future agenda item.

If the official receiving the allegation determines that the allegation should be brought to the City Council for review, within 2 business days he or she must ask the City Manager to place it on the next regularly scheduled City Council agenda. The City Manager will notify the Councilmember, in writing, against whom the allegation is made, about the violation and future agenda item.

Should an allegation be brought to the City Council, the City Manager, in consultation with the City Attorney, will prepare a brief staff report for discussion under the Consideration portion of the agenda. The staff report shall include a reference to this Policy. It will be the responsibility of the City Councilmember making the allegation to present the matter to his/her colleagues.

Potential Council Actions

While the City Council has broad discretion in deciding which of the three potential actions below it may choose to impose in response to violations of this Policy or any other applicable policy, the following are definitions and procedures related to three types of actions: admonition, sanction and censure. Admonition and sanctions are not considered punishments and there are no penalties associated with them; a censure is considered a punishment and may include penalties.

Admonition:
This is the least severe form of action. Admonition may typically be directed to all members of the City Council, reminding them that a particular type of behavior is in violation of City Policy and that, if it occurs or is found to have occurred, could make a member subject to sanction or censure. Admonition may be issued in response to a particular alleged action or actions, although it would not necessarily have to be triggered by such allegations. Admonition may be issued by the City Council prior to any findings of fact regarding allegations, and because it is a warning or reminder, would not require a separate hearing to determine whether the allegation is true.

Sanction:
This is the next most severe form of action. Sanction should be directed to a particular member of the City Council based on a particular action (or set of actions) that is determined to be in violation of City policy but is considered by the City Council to be not sufficiently serious to require censure. A sanction is distinguished from censure in that it is not a punishment. A sanction may be issued based upon City Council review and consideration of a written allegation of a policy violation. The member accused of such violation will have the opportunity to provide a written or verbal response to the allegation. A sanction may be issued by the City Council and because it is not punishment or discipline, would not require a separate hearing.

Censure:

Censure is the most severe form of action contemplated in this Policy and available to the City Council. Censure is a formal statement of the City Council officially reprimanding one of its members. It is a punitive action, which serves as a penalty imposed for wrongdoing. It may be combined with loss of committee assignments (either with the City of Pittsburg or with inter-governmental agencies) or the restriction of official travel.

Censure should be used for cases in which the City Council determines the policy violation is a serious offense.

In order to protect the overriding principle of freedom of speech, the City Council shall not impose censure on any of its members for the exercise of their First Amendment rights, no matter how distasteful the expression was to the Council and the City. However, nothing herein shall be construed to prohibit the City Council from collectively condemning and expressing their strong disapproval of such remarks.

City Council Discussion; Admonition or Sanction

At the meeting when the allegation is to be considered, the City Council may discuss it and determine whether to issue an admonition or sanction, or to hold a separate hearing to consider censure. Where the City Council decides to issue an admonition or sanction, a resolution may be prepared for the next meeting based upon the City Council discussion and direction.

City Council Censure

If the City Council decides to conduct a separate public hearing on the question of censure, they will direct the City Manager, in consultation with the City Attorney, to engage the services of an independent third-party investigator to conduct an investigation of the matter, prepare factual findings and make a recommendation as to the allegation(s) merit to the City Council. At that time, the City Council will also set a “not to exceed” investigation budget. Should, in the course of the investigation, it appear that the investigator’s costs will exceed the approved budgeted amount, then the City Council will be notified at a duly noticed public meeting, to determine whether to increase the budget or discontinue the investigation.

If the investigator determines there is no factual merit to the allegation, that information will be conveyed to the City Council prior to a censure hearing. At that time, the City Council will determine whether to take no additional action or to issue an admonition or a sanction.

If the investigator determines there is factual merit to the allegation, a report of the factual findings shall be presented to the City Council for hearing and determination.

Censure Hearing

If a separate hearing is set to consider the question of censure, it must be set far enough in advance to give the Councilmember subject to the allegation adequate time to prepare a defense.

The official who received the original allegation from the Councilmember who made the allegation will preside at the hearing. The rules of evidence will not apply to the hearing, which is not a formal adversarial proceeding.

The investigator will present his or her report and the City Council, including the Councilmember who is the subject of the investigation, will have the opportunity to question the investigator. The Councilmember who is the subject of the allegation will have an opportunity to present a rebuttal to the allegation, which shall be limited to twenty minutes unless extended by the City Council. The Councilmember who is the subject of the allegation may be represented at the hearing and may have the representative speak or ask questions on his or her behalf. The City Council may also allow the testimony of a limited number of witnesses. The right to present witnesses shall be within the absolute discretion of the City Council.

Following the rebuttal, any witness testimony and any closing statement of the Council Member who is the subject of the allegation, the City Council shall hear public comments. At the conclusion of the public comments, the City Council shall discuss the matter and render a decision on whether to censure the Councilmember against whom the allegation has been raised.

Should the City Council decide to censure the Councilmember against whom the allegation has been raised, they shall direct the City Manager, in consultation with the City Attorney, to prepare a resolution making findings and penalties with regard to the specific charges, based on substantial evidence. The resolution will be considered by the City Council at a duly noticed public meeting.

IV. POWERS AND RESPONSIBILITIES

It is important to note that the Council acts as a body. No member has any extraordinary powers beyond those of other members. While the Mayor and Vice-Mayor have some additional ceremonial and administrative responsibilities, in the establishment of policies, voting and in other significant areas, all members are equal. It is also important to note that policy is established by at least a majority vote of the Council. While individual members may disagree with decisions of the majority, a decision of the majority does bind the Council to a course of action. In turn, it is staff's responsibility to ensure the policy of the Council is upheld. Actions of staff to pursue the policy direction established by a majority of Council do not reflect any bias against Councilmembers who held a minority opinion on an issue.

The City Council has generally concluded that it should limit itself to purely municipal functions, and not take up issues of a broader nature.

The City Council is responsible for five basic duties:

1. **Hiring/firing of City Manager**
2. **Hiring/firing of City Attorney**
3. **Adopting goals and priorities**
4. **Adopting the budget**

5. Acting as the governing body

The selection of Mayor and Vice-Mayor is facilitated by rotation and occurs the first meeting in December each year. During an election year, this meeting may occur prior to the certification of the election, in which case the rotation will occur at first available meeting after certification. A vote of the City Council to install the Mayor and Vice-Mayor is strictly ceremonial, as the rotation is set by resolution below.

Role of Mayor

The Mayor is to preside at all meetings of the City Council and perform such other duties consistent with the office as may be imposed by the Council. The Mayor does not possess any power of veto. As presiding officer of the Council, the Mayor is to faithfully communicate the will of the Council majority in matters of policy. The Mayor is also recognized as the official head of the City for all ceremonial purposes.

The Vice-Mayor shall perform the duties of the Mayor during the Mayor's absence. The Vice-Mayor shall serve in this capacity at the pleasure of the City Council. The Vice-Mayor shall become Mayor at the subsequent reorganization of the Council.

Rotation of Mayor

The position of Mayor shall be for a one-year term and will be rotated among all the City Councilmembers. The sitting Vice-Mayor will automatically become Mayor upon the City Council annual reorganization meeting which will be the first meeting in December of each year. Should any Vice-Mayor not be available to take their regular term as Mayor (due to failure to be re-elected, work conflict, etc.), the next person in rotation for Vice-Mayor will be elected to the position of Mayor and the rotation will continue as previously set.

Rotation of Vice-Mayor

The position of Vice-Mayor shall be for a one-year term and will be rotated among all the City Councilmembers based on seniority. Seniority shall be determined by placement in the most recent election. In each City Council election, the person with the most votes shall be placed first in the rotation of that group, the second highest vote total will be placed second and if a third seat is contested, the third highest vote total will be placed third in that rotation. In case of appointment to the City Council to fill a vacancy, that person will occupy the last position in the current rotation. Each new election will determine the rotation only for the group in that election. Should any City Councilmember not be available to take their regular place in the established rotation (i.e., failure to be re-elected, work conflict, etc.) the next person in the rotation will be elevated to the Vice-Mayor's position and the rotation will continue as previously set.

Appointment of City Manager, City Attorney

The City Council appoints two positions within the city organization: City Manager and City Attorney. Both positions are appointed and serve at the will of the City Council. The City Manager is an employee of the City and has an employment agreement, which specifies some terms of employment including an annual evaluation by the City Council. The City

Manager is responsible for all other personnel appointments within the city in accordance with section 2.52.030 of the Municipal Code. The City Attorney may serve by contract employee or by an in-house employee, as determined by a majority of the City Council.

Appointment of Advisory Bodies

The City has several commissions established by ordinance. In addition, special purpose committees and task forces are sometimes created and filled by the City Council to address issues of interest. In addition to rules and procedures as prescribed by law, the following procedures reflect the policy of the City Council regarding the appointment of volunteers to the various bodies of the city.

The establishment of these procedures ensures that capable, willing and responsible individuals are given the opportunity to serve the city and participate in the governing of their community. These procedures apply to all appointments and reappointments to standing advisory bodies.

Names to be considered for appointment will be submitted to the City Council. Only the Council shall review applications and make appointments to commissions. The Council will interview applicants at an open, public meeting and appointment will be made by a majority vote of the Council at a subsequent meeting.

The terms and qualifications of the various commissions are set forth in the Municipal Code.

City Council Outside Agency/Liaison/Sub-Committees Assignments

There are three types of committees the City Council serves on:

1. Outside Agency Boards
2. Liaison to an Agency
3. Subcommittees

The Mayor and the Vice-Mayor shall appoint individual Councilmembers to the recognized standing and ad hoc committees. All Councilmembers may submit preferences for committee assignments to the Mayor and/or Vice-Mayor prior to the appointment. The Mayor and the Vice-Mayor shall strive to ensure equitable distribution of appointments among all Councilmembers.

Some Outside Agency Boards and Liaisons are automatically assigned to the Mayor and Vice-Mayor. Outside Agency Boards may be assigned for a Council Member to serve several consecutive years so as to facilitate positions on those Agency Boards. See Council Member Authority on Regional Boards below.

All Subcommittees shall have an alternate appointed. To allow others the opportunity to serve, Subcommittee members should not be appointed for more than two consecutive years unless others are unable to serve.

Such list of appointments shall be presented as an item on the Council agenda at the second meeting in December following the annual reorganization and shall be approved by a majority of the Council and updated as needed. The adopted Committee Assignment list is attached to each City Council agenda.

Councilmember Authority on Regional Boards

The City recognizes the importance of participation in regional agencies and boards in order to further the collective goals of the region. City Councilmembers have the opportunity to actively participate on regional agencies, boards and committees ("Regional Agency" or "Regional Agencies"), and at the discretion of the Council, as part of their elected role as a Councilmember.

A. Commitment of City Funds. No City Councilmember can commit the City of Pittsburg to expenditures, to a single Regional Agency, of more than ten thousand dollars ($10,000) per fiscal year. Unless previously budgeted by the City Council, expenditures totaling more than ten thousand dollars ($10,000) require prior authorization of the City Council at a duly authorized meeting of the City Council. Unless otherwise prohibited by law, City Councilmembers have a fiduciary duty to the City of Pittsburg and shall represent the interests of the City of Pittsburg, while serving on Regional Agencies.

B. Action Inconsistent with Council Direction. No City Councilmember has the authority, as a member of a Regional Agency, to take actions that are binding and inconsistent with established City policy. No City Councilmember, while serving on a Regional Agency, may cast votes in a manner that is inconsistent with City policy, including but not limited to, City policies related to development, economic development, timing of infrastructure improvements, positions on legislation or other policies of the City Council. Unless otherwise prohibited by law, City Councilmembers have a duty of loyalty to the City of Pittsburg and shall represent the interests of the City of Pittsburg while serving on Regional Agencies.

For example, a City Councilmember cannot vote to change the priority of projects or fee structures set by a Regional Agency without express authorization of the City Council at a duly authorized meeting of the City Council.

V. SUPPORT PROVIDED TO CITY COUNCIL

City Manager

The City Manager, or the City Manager's authorized deputy or assistant, shall attend each Council meeting unless excused by the Council, and shall be subject to the direction of the Council during Council meetings. The City Manager may make recommendations to the Council and shall have the right to take part in all discussions of the Council but shall have no vote.

City Attorney

The City Attorney, or the City Attorney's authorized deputy or assistant, shall attend each Council meeting unless excused by the Council, and shall be subject to the direction of the Council during Council meetings. The presiding officer, the Council, or any Councilmember, may call upon the City Attorney at any time for an explanation of, or written opinion on, a point of law. Rulings on points of order shall, however, be made by the presiding officer, subject to the right of appeal by a Councilmember.

City Clerk

The City Clerk or City Clerk's authorized designee shall attend each Council meeting unless excused by the Council and shall be subject to the direction of the Council during Council meetings. In the event there is no City Clerk, Assistant or Deputy City Clerk available, the City Council will appoint one of the Councilmembers as City Clerk pro tempore (G.C. Section 36804). The City Clerk or City Clerk's authorized designee shall keep the official minutes and perform such other duties as required by law or as may be requested by the Council.

Officers and Employees

Departmental Directors, or other designated representatives, where there is pertinent business from their department on the Council agenda, shall attend such Council meetings upon request of the City Manager.

Staff/Clerical Support

General staff and administrative support to members of the City Council is always provided through the City Manager's Office. Secretarial services including scheduling of appointments, receipt of telephone messages, and word processing are available as needed. Prior consultation with the City Manager's Office is required whenever a Councilmember needs to utilize staff time or resources.

Safety Officers

The City Manager may arrange, when appropriate, to have a sufficient number of trained and sworn safety officers in attendance at the Council's public meetings who shall be sergeants-at-arms of the Council meetings. Such safety personnel shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meetings.

Office Equipment

To enhance Councilmembers' ability to communicate with staff and the public, city-purchased equipment can be provided.

When individual Councilmembers have completed their term of office, communication devices must be returned to the city, unless arrangement to purchase and pay for the equipment with personal funds are made. Documentation to such transaction must be recorded.

The use of technology to communicate with a majority of other Councilmembers on any matter within the subject matter jurisdiction of City Council must comply with the Brown Act. E-mails regarding City business are public records subject to disclosure unless a statutory exemption applies.

The City will issue each elected official an iPad or tablet and a cover or case, including keyboards, styluses, screen protectors, cables, or adapters. The City will not provide any data plans as City Hall provides wireless access. Use of wireless connections in other locations is at the discretion of the hosting party. The paperless agenda packets for City Council and Commission meetings are available on an approved application.

Councilmembers are responsible for the general care of the equipment. City issued electronics will be returned to the City Clerk when the individual's term or service has ended. Upon return of the items to the City, and following the preparation of any appropriate backup files, the items will be wiped clean of all information by the City's IT staff.

Meeting Rooms

Conference rooms are available at City Hall for shared use by Councilmembers. The conference room in the City Manager area on the third floor is designated as the room offered for meetings that the Councilmembers may have. Conference rooms are booked by the Office of the City Clerk.

There will be a designated shared work area if needed for Councilmembers to review documents, mail, and make phone calls.

Mail, Deliveries

Members of the City Council receive a large volume of mail and other materials from the public, private interests, and staff. Mailboxes are maintained for each member by the City Manager's Office on the third floor of City Hall.

VI. FINANCIAL MATTERS

Council Compensation

State law and the Pittsburg Municipal Code provide for modest compensation to members of the City Council. Currently, members receive a salary of $500 per month. A seated City Council may not increase its own salary. Councils may only pass an ordinance to raise the salary of an incoming City Council consistent with State Law.

Councilmembers may be eligible for city-funded participation in group insurance benefits including medical, dental, vision, and life insurance plans available at the level provided to management employees.

Expenditure Allowance

The annual city budget also includes an expenditure allowance for expenses necessary for members to undertake official city business. Eligible expenses include membership in professional associations, attendance at conferences or educational seminars, and purchase of publications and annual subscriptions. In addition, travel expenses including meals (city policy does not allow reimbursement for alcohol) for Councilmembers and mileage reimbursement are made for city business. Donations to organizations are not eligible nor are meals for individuals other than Councilmembers.

Assembly Bill 1234, adopted in 2005, requires cities and other public agencies to adopt a written policy, in a public meeting, that lists the types of occurrences that qualify a member of a legislative body to receive reimbursement for expenses relating to travel, meals, lodging, and other expenses. On January 3, 2006, the City Council adopted Resolution No. 06-10462, and subsequently Resolution No. 09-11310 which created the Reimbursement and Ethics Training Policy for City Officials which includes members of all City Commissions, Members of the Housing Authority, and City Council Members. These Policies and Procedures for City Council adhere to the most current Reimbursement Policy.

Reimbursement Restrictions

Councilmembers may be reimbursed for actual and necessary expenses incurred in the performance of official duties.

1. Lodging costs in conjunction with a conference or other official activity may not exceed the maximum group rate published by the conference or activity sponsor, if lodging at the group rate is available at the time of booking. If not, the Councilmember shall be reimbursed for lodging at comparable rates, or rates established by the Internal Revenue Service.

2. Meals may be reimbursed at standard rates established by the rate of per diem allowed for staff.

3. Councilmembers shall use government or group rates for travel, when available. If not available, members may be reimbursed according to the standard rates established by the Internal Revenue Service.

4. Incidental expenses, including but not limited to tips and business telephone calls may be reimbursed at the rates established in Internal Revenue Service Publication 463.

Reimbursement Guidelines

It is very important to note that any expense must be related to city affairs and comply with State laws and policies adopted by the City Council. Public property and funds may not be used for any private or personal purpose. Courts have held that this prohibition includes personal political purposes. For example, reimbursement cannot be allowed to pay for meals at a meeting designed to discuss political or campaign strategies. It would also be generally inappropriate for city funds to pay for a meal or other expenses of a private resident attending a meeting.

City budgetary practices and accounting controls apply to expenditures within the City Council budget. When exceptional circumstances require that additional amounts be allocated, the request must be made to the City Manager, and City Council approval in a public meeting may be required before the expense is incurred.

Expense Reports

Councilmembers who make reimbursement requests are required to submit expense reports, on City forms, along with receipts to document their expenditures. All documents relating to reimbursable expenditures are public records subject to disclosure. Reimbursement requests should be made on a monthly basis through the City Manager's Office.
Councilmembers must provide brief reports on any outside meetings attended at the expense of the City at the next regular City Council Meeting. Reimbursement is conditioned on the submission of this report to the City Council. (Resolution Nos. 06-10462 and 09-11310)

VII. COMMUNICATIONS

Correspondence from Councilmembers

The Mayor will be charged with transmitting the City's position on policy matters to outside agencies on behalf of the City Council. Individual Councilmembers will often prepare letters for constituents in response to inquiries or to provide requested information. City letterhead is available for this purpose, and staff can assist in the preparation of such correspondence.

On occasion, members may wish to transmit correspondence on an issue which the Council has yet to take a position or about an issue for which the Council has no position. In these circumstances, members should clearly indicate within letters that they are not speaking for the City Council as a whole, but for themselves as one member of Council.

City letterhead, or facsimile thereof, shall be used for official City business only. The Mayor or his/her official designee shall be authorized to sign letters and various other documents on City letterhead for the following matters only:

- Letters of commendation, appreciation, condolence, or thanks.
- Responses to invitations.
- Cover letters accompanying ceremonial actions or official document submittals or any other matter.
- Letters supporting the League of California Cities or Contra Costa Mayors Conference position on a matter, unless the City Council has taken a contrary position.
- Letters supporting legislation related to approved City projects.
- Items routine in nature, experiences in the normal course of conducting the business of the City.

Supplies of City letterhead stationery or envelopes may not be given to individual Council, Commission or Board members.

Speaking for "the City"

Similar to written correspondence, when members are requested to speak to groups or are asked the Council's position on an issue, the response should reflect the position of the Council as a whole taken in open session. Of course, a member may clarify their vote on a matter by stating "While I voted against X, the City Council voted in support of it." When representing the City at meetings or other venues, it is important that those in attendance gain an understanding of the City Council's position rather than that of an individual member.

Proclamations

Ceremonial proclamations are often requested of the City in recognition of an event or individual. **Proclamations are not statements of policy but a manner in which the City can make special recognition of an event.** As part of his/her ceremonial responsibilities, the Mayor is charged with administration of proclamations. Individual Councilmembers do not issue proclamations.

VIII. INTERACTION WITH CITY STAFF/OFFICIALS

Council-Manager Form of Government

This structure reflects the City Council's role of establishing city policy and priorities. The Council appoints a City Manager to implement this policy and undertake the administration of the organization. The City Council is to work through the City Manager in dealing with city staff, unless simply requesting information from other staff members.

The City Manager is appointed by the City Council to enforce its laws, to direct the daily operations of city government, to prepare and monitor the municipal budget, and to implement the policies and programs initiated by the City Council. The City Manager is responsible to the City Council rather than to individual Councilmembers, and directs, manages and coordinates the various departments.

Council-Manager Relationship

The City Council should avoid situations that can result in city staff being directed, intentionally or unintentionally, by one or more members of the City Council. Regular communication between the City Council and City Manager is important in maintaining open communications. All dealings with the City Manager, whether in public or private, should respect the authority of the City Manager in administrative matters. Disagreements should be expressed in policy terms, rather than in terms that question satisfaction with or support of the City Manager.

The City Council is to evaluate the City Manager on a regular basis to ensure that both the City Council and City Manager are in agreement about performance and goals based on mutual trust and common objectives.

The City Manager communicates with the City Council in various ways. Communication must be undertaken in such a way that all Councilmembers are treated similarly and kept equally informed.

City Council-City Attorney Relationship

The City Attorney is the legal advisor for the Council, City Manager and staff. The general legal responsibilities of the City Attorney are to:

A. Provide legal assistance necessary for formulation and implementation of legislative policies and projects.

B. Represent the City's interest, as determined by the City Council, in litigation, administrative hearings, negotiations and similar proceedings.

C. Prepare ordinances, resolutions, contracts and other legal documents to best reflect and implement the purposes for which they are prepared.

D. To keep City Council and staff apprised of court rulings and legislation affecting the legal interest of the city. It is important to note that the City Attorney does not represent individual members of Council, but the City Council as a whole.

Roles and Information Flow

It is the intent of staff to ensure Councilmembers free access to information from the city and to ensure that such information is communicated completely and with candor to those making the request. To carry out this responsibility, however, Councilmembers must avoid intrusion into those areas which are the responsibility of staff. Individual Councilmembers may not intervene in staff decision-making, the development of staff recommendations, scheduling of work, and executing department priorities without the prior knowledge and approval of the City Council as a whole. This is necessary to protect staff from undue influence and pressure from individual Councilmembers, and to allow staff to execute priorities given by management and the Council as a whole without fear of reprisal.

Council Roles: In accordance with section 212.020(D) of the Municipal Code, the City Council shall deal with the administrative services of the City only through the City Manager, except for the purpose of inquiry, **and neither the City Council nor any member thereof shall give orders to any subordinates of the City Manager**.

Individual members of the City Council shall not make attempts to pressure or influence staff decisions, recommendations, workloads, schedules, and department priorities without the prior knowledge and approval of the Council as a whole. If a Councilmember wishes to influence the actions, decisions, recommendations, workloads, work schedule, and priorities of staff, that member must prevail upon the Council to do so as a matter of Council policy in a public meeting.

Councilmembers shall not attend internal staff meetings or meetings between city staff and third parties unless invited by City Manager or directed by Council to do so (i.e. subcommittee/ad hoc meetings).

Staff Roles: The Council recognizes the primary functions of staff as executing Council policy and actions taken by the Council and in keeping the Council informed. Staff is directed to reject any attempts by individual members of the Council to unduly direct or otherwise pressure them into making, changing, or otherwise influencing recommendations.

City Manager will make every effort to respond in a timely and professional manner to all requests made by individual Councilmembers for information or assistance, provided that, in the judgment of the City Manager, the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned to staff through the direction of the full City Council.

Council requests for research or other staff work must be directed to the City Manager, or the City Attorney regarding legal matters, or the City Clerk regarding matters within the City Clerk's authority.

Dissemination of Information

In cases where a staff response to an individual Councilmember request involves written materials which may be of interest to other Councilmembers, the City Manager will provide copies of the material to all other Councilmembers.

IX. COMMUNICATION/INTERACTION WITH THE PUBLIC

As elected officials, it is understood that Councilmembers will be approached by individuals and community groups that have issues or ideas on which they seek the support of the Council. When meeting with individuals or groups, Councilmembers should refrain from making commitments that are outside the scope and/or authority of an individual Councilmember. It is recommended that Councilmembers notify and/or include the City Manager when meeting with individuals or groups, so that staff can obtain information and take appropriate actions as established by the adopted goals and policies set by the entire Council.

Recognizing that stewardship of the public interest must be their primary concern, Councilmembers shall work for the common good of the people of Pittsburg and not for any private or personal interest. Councilmembers must endeavor to treat all members of the public and issues before them in a fair and equitable manner.

Councilmembers can be subject to impromptu meetings at a grocery store, scheduled coffee house meetings, or more formal meetings scheduled at a conference room at City Hall. In scheduling meetings with members of the public or other agency members, the Adopted Council Goals and Policies and Procedures must be kept in mind.

Councilmembers are encouraged to discuss their ideas for community engagement with the City Manager prior to scheduling meetings. Staff has the means and tools available to invite and engage members of the public or other agencies. Similarly, if Councilmembers are approached by members of the public, organizations, or other jurisdictions regarding topics of concern to them, the City Manager can assess the strategies needed to make these meetings more fruitful if they are made aware of them beforehand. The City Manager will need to assess the time and resources available prior to meetings, as well as looking into “history” that may need attention first. Many Councilmembers have been blindsided when agreeing to a meeting that turns out more involved or not adhering to the topic originally discussed. Staff can help mitigate those meetings before they go awry. Including staff can help ensure a successful outcome.

Also, keep in mind that meeting locations and agendas can be subject to rules and regulations that Councilmembers may not be aware of, and staff can assist with that (i.e. ADA requirements for meetings, Brown Act compliance, language barriers, etc.).

If not previously identified as an adopted Council Goal, through the annual goal setting and adoption process, and more than one hour of staff time will be required to complete the task/project, the item will be agendized to ask the City Council if time should be spent on preparing a report on the proposed item. A Councilmember shall not direct staff to initiate any action, change a course of action, or prepare any report. A Councilmember shall not

initiate any project, study or staff-involved community forum without the approval of the majority of the Council.

Keep an open mind. An objective, balanced, and receptive approach will help you assess the facts of a given issue and evaluate new ideas. When receiving written and oral public testimony it will be necessary to discern between fact and opinion, as well as between those concerns which are relevant and those which are secondary to the issue at hand. Keeping an open mind will make it easier for you to understand all sides of an issue before you make a judgment or take a position. Expressing your opinion on a specific matter prior to a meeting may result in your being disqualified from discussing or voting on that matter, due to pre-decisional bias.

Minimize, or even avoid, contact with a project applicant or project opponents prior to the meeting where you will hear the matter in question. Such unilateral or "ex parte" communications are better handled by staff familiar with the issues and will publicly and fully brief the Council at the appropriate time. Any ex parte communication should be disclosed when the Council hears the matter.

Social Media

Councilmembers should exercise caution when using social media, and refrain from posting City business, including personal comments posted using your title in the signature, on Facebook, Twitter, YouTube, SnapChat, Next Door, etc. Remember, once something is out on the internet and in cyberspace, it cannot be retrieved and a retraction may go unnoticed. Social media posts are not City-approved press releases unless posted on staff-controlled media.

Councilmembers must not engage in serial meetings through a chain of communications on the internet, in violation of the Brown Act.

X. MEETINGS OF THE COUNCIL

Regular Meetings

A. Regular meetings of the Council shall be held on the first and third Mondays at the hour of 7:00 p.m. The City Council meeting agenda schedule prepared and circulated by the City Clerk or the City Clerk's authorized designee at the beginning of the calendar year may provide for cancellation of regular meetings for recognized holidays and may be modified by the Council from time to time to conduct the City's business. If at any regular meeting, business before Council remains unfinished, the Council may adjourn from time to time to dispose of the same or to transact any other unfinished business. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned regular meeting, the City Clerk or the City Clerk's authorized designee may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be given in the same manner as provided in the special meetings section, unless such notice is waived as provided for special meetings. A copy of the notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, or adjourned regular, meeting was held within 24 hours after the time of

adjournment. If a meeting is adjourned for less than five calendar days, no new agenda need be posted so long as a new item of business is not introduced.

B. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held on the next regular meeting day set forth in the City Council meeting agenda schedule at 7:00 p.m.

C. It shall be the policy of the Council to adjourn its regular meetings by 11:00 p.m. of each meeting date. The City Manager shall endeavor to arrange the agenda in such a manner that the Council can adhere to this adjournment policy. A public hearing in progress shall not be interrupted and continued to a subsequent meeting for the sole purpose of satisfying this adjournment deadline. Items of business that remain on the agenda at 11:00 p.m. shall be carried over to the next regular meeting, unless Council by a majority vote agrees to continue in session or agrees to adjourn the meeting to a date sooner than the next regular meeting to dispose of the remaining agenda items. In the event of adjournment to a time and date prior to the next regular meeting, a copy of the order or notice of adjournment shall be posted immediately following the adjourned meeting.

Special and Emergency Meetings

Special and emergency meetings shall be held and noticed in compliance with the terms and provisions of the Brown Act, Sections 54956 and 54956.5.

Annual Goals Meeting

The Council shall at a regular meeting, or special meeting called for that purpose to determine its goals and the relative priority of such goals to which City staff and resources are to be committed for their accomplishment. The Council may conduct such additional meetings on its goals throughout the year as deemed necessary or advisable.

The annual goals meeting is the opportune time for City Councilmembers to introduce and establish a consensus to include their personal priorities.

XI. CHAMBER ATTENDANCE AND FACILITIES

Council Chamber Attendance; Limitations

Council Chamber attendance shall be limited to the posted seating capacity thereof. Entrance to the Council Chamber will be appropriately regulated by the City Manager on occasions when the Council Chamber capacity is likely to be exceeded. While the Council is in session, members of the public shall not remain standing in the Council Chamber except to address the Council and sitting on the floor or standing in the hall is not be permitted. During Council meetings, no musical instruments, firearms (except in the possession of peace officers), toy firearms, placards, or other items of potentially disruptive nature, shall be brought into the Council Chamber nor shall any handbills or fliers be

distributed in the Council Chamber. The Council proceedings may be conveyed by loudspeaker to those who have been unable to enter the Council Chamber.

Facilities

Regular and special meetings of the Council shall be held in the Council Chamber, City Hall, 65 Civic Avenue, or at such other locations as permitted by the Brown Act, Section 65954. Whenever at a regular or special meeting of the City Council it is anticipated by the City Manager that the attendance will be substantially greater than the posted capacity of the Council Chamber, the City Manager may make arrangements for the use of a suitable alternative facility for such meeting of the Council. Facilities shall be accessible to the physically disabled.

XII. CODE OF CONDUCT

Councilmembers should avoid impropriety in the exercise of their official duties. The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the council, boards, or commissions, the public and staff.

Councilmembers shall conduct themselves in a professional manner at all times during Council meetings.

Councilmembers should act with integrity and independence from improper influence as they exercise the duties of their offices. Characteristics and behaviors consistent with this standard include the following:

- Acting as if they were on official duty regardless of where they are or what they are doing.
- Avoiding personalizing issues by engaging in name-calling or personal invective, speaking in a derogatory or belittling manner towards those with whom one disagrees, whether they be colleagues or members of the public.
- Remembering that all Councilmembers are representatives of the public, and as representatives and servants, should treat each other and those they represent consistent with such high principle.
- Using their best independent judgment to pursue the common good; presenting their opinions to all in a reasonable, forthright, consistent manner; and making decisions which will promote the general and long-term interests of the city and its residents.
- Keeping an open mind and being able to consider the opinions and ideas of others, even when board and commission members disagree with those opinions.
- Listening to all testimony, and not reaching conclusions on issues until all interested parties have had an opportunity to express their position, or otherwise acting in a manner that would affect a party's right to a fair hearing.
- Showing respect for their offices and not acting in ways that reflect badly on those offices and diminish public respect for the office or the city.

Councilmembers should be able to assert policy positions and opinions without fear of reprisal from fellow officials or the public. Councilmembers should not question the ethics of another member because they disagree with that member on a question of policy.

XIII. DECORUM DURING MEETING

Presiding Officer

The presiding officer shall take all action reasonably necessary to preserve order at all times during Council meetings.

Responsibility of Councilmembers

During Council meetings, Councilmembers shall conduct themselves in accordance with these rules and in such a manner as to avoid disrupting the meeting. Except as otherwise provided in these rules, Councilmembers shall abide by the rulings of the Council and presiding officer.

Responsibility of Other Persons

Other persons attending Council meetings shall observe these rules, any additional rules the Council may establish or concur in for a particular matter, and the orders of the presiding officer with respect to the conduct of the meeting. No person shall willfully disrupt or disturb any Council meeting without lawful authority. This includes, but is not limited to, unsolicited comments, talking or making noise so loud as to interfere with the conduct of business at the meeting. No person shall approach a Councilmember while the Council is in session, unless specifically requested to do so by the presiding officer. Any message to, or contact with, a Councilmember while the Council is in session, shall be made through the City Clerk or the City Clerk's authorized designee.

Remedies For Disruption of Council Meeting

A. Any person who unlawfully disrupts or disturbs a Council meeting may be removed and barred from further attendance before the Council at that meeting unless permission to remain or return is granted by a majority vote of the Council.

B. Decorum at the meeting shall be enforced in the following manner:

1. Warning. The presiding officer shall request that a person who is disrupting or disturbing the meeting be orderly and silent. If, after receiving a warning from the presiding officer, a person persists in disrupting or disturbing the meeting, the presiding officer shall order him or her to leave the Council meeting. If such person does not remove him or herself immediately, the presiding officer may order any security officer or other law enforcement officer who is on duty at the meeting as Sergeant-At-Arms of the Council to remove that person from the Council Chamber.

2. Resisting or interference with removal - Any person who resists removal or interferes with the removal of a person by the security officer may be charged with a violation of this section.

C. In the event that any Council meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible, and order cannot be restored by the removal of the individuals who are willfully interrupting the meeting, the presiding officer or Council may order the meeting room cleared and continue in session pursuant to the Brown Action, Section 54957.9, or any other applicable statute.

XIV. AGENDA AND ORDER OF BUSINESS FOR REGULAR MEETINGS

Items Included

Prior to a deadline established by the City Manager for the preparation of a regular meeting agenda, items of business shall be included on the agenda at the request of the Mayor, by an individual Councilmember, by the City Manager, or by the City Attorney. The City Manager makes the determination as to whether the item is appropriate for the agenda and when the item should be scheduled. In determining whether a suggested item is appropriate for the agenda, consideration shall be given to whether the item is within the subject matter jurisdiction of the City Council, whether the item requires a positive or negative decision by the majority of the Council upon a motion, proposal, resolution, minute order or ordinance, whether the matter involves a public hearing which must be scheduled in accordance with applicable law, and/or whether the item has been rendered moot or redundant by previous determination by the City Council or by operation of law.

The Mayor has also been assigned by the City Council to consult and coordinate with the City Manager in the development of agendas for meetings of the City Council. The scope of such review focuses on the timing of business items and the volume of business which can be considered at any one meeting, however, there should not be a unilateral delay of items to be considered by the Council. Should any significant disagreement arise regarding the scheduling of items and/or whether the item is appropriate for the agenda business, such matters are to be resolved by the full City Council during its regular meeting. To the extent possible, the City Council shall be provided with tentative agenda schedules for future council meetings.

No item of business which has been acted upon by the Council at a prior meeting within the past one year, shall be placed upon the written agenda except at the request of a Councilmember who voted in the majority on such matter or question, or the City's authorized designee prior to the agenda's deadline and with the concurrence of the City Manager and City Attorney in accordance with the guidelines identified above.

Preparation and Posting

The City Manager or designee shall prepare and furnish to each Councilmember and to the City Attorney, and to such other persons as the Council may designate, a written agenda for the regular meetings. The City Manager or designee shall endeavor to arrange the agenda in such a manner that adjournment, if at all possible, shall conclude no later

than 11:00 p.m. of the date scheduled for the meeting.

The written agenda shall be published and posted, and no action or discussion shall take place on any item not appearing on the posted agenda except as permitted by the terms and provisions of the Brown Act, Section 54954.2. The City Clerk or the City Clerk's authorized designee shall post the agenda on the outside front entry to City Hall or other location that is freely accessible to members of the public at least seventy-two hours prior to the regular meeting. At the place of the regular meeting, a copy of the agenda, plus all attachments, placed in a binder shall be available to members of the public 30 minutes prior and during the Council meeting.

An electronic version of the full agenda packet, including attachments, is available on the City's website no later than 72 hours prior to the meeting.

Order of Business

The business of the Council at its regular meetings shall be as set forth in the agenda published and posted by the City Manager or designee and shall be taken up for consideration and disposition in the order hereinafter set forth. On the majority vote of the Council, a matter may be taken out of order as is deemed necessary or advisable so long as there is no discernible prejudice to the right of the public to be heard on the matter. Any item not on the posted agenda may be added to the agenda and considered only in the manner prescribed by the Brown Act, Section 54954.2.

Order of Business:

Closed Session:

A. Public Comment (Audience Remarks)
B. Adjourn to Closed Session

Open Session:

A. Call to Order
B. Roll Call
C. Pledge of Allegiance
D. Presentations and Proclamations
E. City Manager Reports/Remarks
F. Public Comment
G. Public Hearings
H. Consideration - Policy and Administrative Items
I. Conflict of Interest Statement
J. Consent Calendar
K. Request for Future Agenda Items
L. Councilmember Reports
M. Adjournment

Roll Call

After initial roll call by the City Clerk or the City Clerk's authorized designee, the later arrival of any absentee Councilmember shall be entered in the minutes with the time of arrival to be noted.

Special Presentations

Special presentations by members of the public to the Council may be made from time to time provided that prior notice is given to the City Manager that a special presentation is being planned, giving the subject matter and the date requested to appear on the agenda. The City Manager shall determine when the presentation shall appear on the agenda, scheduling it as promptly as time permits, taking into account the date requested.

Minutes

The City Clerk or City Clerk's authorized designee shall distribute copies of the un-adopted minutes of any previous meeting(s) to each Councilmember along with the agenda and accompanying materials (agenda packet). Unless reading the minutes is requested by a Councilmember, such minutes may be adopted on the Consent Calendar without reading. The City adopted Action Minutes in 2008. Only actions taken are recorded in the official minutes. No minutes are taken at study sessions or workshops.

Written Communications

Written communications from the public to the Council must be received by the City Clerk or the City Clerk's authorized designee not later than the time and date established by the City Manager for preparation of the next meeting's agenda. The City Clerk or City Clerk's authorized designee shall prepare copies of such communications for the members of the Council. When the Council so directs, appropriate replies shall be made by the City Manager or other person designated by the Council. Anonymous or unsigned communications shall not be submitted to the Council for any purpose. Councilmembers or members of the public may submit written material on the night of the meeting for informational purposes only.

Public Comment

The presiding officer shall announce, prior to closed session and again at the beginning of each of the regular meeting agendas, that members of the public shall have the opportunity to directly address the Council on items of interest to the public that are within the subject matter jurisdiction of the Council. In the event there is disagreement whether a comment is within the subject matter jurisdiction of City Council, the Mayor shall make the determination with concurrence of a majority of the Council. Each speaker is given up to three (3) minutes, at the discretion of the Mayor and with concurrence of a majority of the Council. Speakers are not permitted to yield their time to another speaker. Members of the public may also comment on Consent Calendar items during community forum or may request removal of a Consent Calendar item(s) for consideration. Except as permitted by the Brown Act, Sections 54954.2 and 54954.3, no discussion or action shall be taken on matters brought up during the community forum. (Resolution 21-13897)

Consent Calendar

The City Manager or City Attorney may recommend that certain items be placed on the Consent Calendar for action by the Council. Each item placed on the Consent Calendar shall appear with a recommendation of the City Manager or City Attorney as to the action

to be taken by the Council. Upon motion by any Councilmember, all items placed upon the Consent Calendar may be acted upon collectively, and each shall be deemed to have received the action recommended by the City Manager or City Attorney. If any Councilmember requests removal of any item from the Consent Calendar, or if any member of the public requests removal of an item for the purpose of addressing it, the item may be removed from the Consent Calendar and be heard and acted upon immediately after the approval of the Consent Calendar and approval of the agenda.

Public Hearings - General

A. The Council may from time-to-time order that public hearings be conducted on items of public interest even though such may not be required by law. The presiding officer, with the consent of the Council, may set a reasonable time limit in which the public hearing is to be conducted. The presiding officer may direct those making a presentation to avoid repetition in order to permit maximum information to be provided the Council and may require that one person be designated to represent groups or organizations to facilitate maximum community input.

B. The procedure for hearing shall follow generally and, when applicable, the procedures for public hearings on appeals from decisions of commissions or staff, including those for continuance or re-continuance thereof.

Procedures for Public Hearings on Appeals from Decisions of Commissions or Staff

A. On an appeal to the Council from a decision of a Commission or staff, the City Clerk or City Clerk's authorized designee shall secure from the appropriate department the documents upon which the commission or staff has acted. The City Clerk or City Clerk's authorized designee shall inform the appellant that the Council will not consider the appeal if any concept, substantive portion, or key details of the plan(s) or document(s) upon which the Commission or staff has acted will be changed by the time of the hearing. Should the appellant desire to submit any new or illustrative material at the time of the hearing, the appellant shall first submit it to the originating department, which shall certify on the material whether or not the additional material conforms to that upon which the Commission or staff has acted. The material, so certified, shall then be delivered to the City Clerk or the City Clerk's authorized designee.

B. Hearing Procedures Not Specifically Provided for by the Municipal Code:

1. The presiding officer shall announce the public hearing.

2. The staff report and or the Commission report shall be presented.

3. The presiding officer shall declare the public hearing open.

4. The presiding officer shall first call on the appellant to be heard, with five minutes as the time limit for presentation. Presentation of plans or drawings containing substantive changes from those upon which the Commission or staff has acted shall be ruled out of order unless good cause is shown.

5. The Council shall hear from those members of the public interested in the appeal.

6. At the conclusion of the public hearing, the appellant may have up to ten minutes for a concluding response.

7. The presiding officer shall close the public hearing.

8. A Councilmember:

   (a) May question any speaker during or after the hearing.

   (b) Shall not introduce a motion, resolution, or ordinance to approve, modify, or deny the subject matter being heard until the public hearing is closed by the presiding officer.

C. Any appellate hearing being held, or noticed or ordered to be held may, by a majority of the Council, be continued or re-continued to any subsequent meeting, in the same manner and to the same extent set forth herein for the adjournment of meetings; provided, however, if the hearing is continued to a time less than twenty-four (24) hours after the time specified in the original order or notice of hearing, a copy of the order or notice of continuance shall be posted immediately following the meeting at which the order or notice of continuance was adopted.

Council Request for Future Agenda Items

A Councilmember may make a request under the Requests for Future Agenda Items section of the agenda. The item will be added pursuant to a majority vote in favor.

At the next available meeting, the requested item will be listed on the agenda under Consideration. When the item is called, the Councilmember making the request will describe the request and the Council may have a brief discussion of the requested item. Upon concurrence by the majority of the membership of the City Council present that staff time and City resources be spent on an item, it shall be scheduled for a future meeting. Council discussion will be limited to whether staff time and City resources should be spent on the item. The Council will take no other action on the item itself. Council concurrence that staff time or City resources be spent on an item does not signify approval of the item, just that the Council wishes to have it studied further and the Council may, at any time, decide not to pursue the item further.

No matter which has previously been brought before the Council under Council Request for Future Agenda Items, and which a majority of the Council has declined to schedule as a future City Council agenda matter, shall again be brought before the Council under Council Request for Future Agenda Items for a period of one year.

Outline for Request for Future Agenda Items:

1. Request by Council Member for future item – must be moved and seconded.

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

XV. PUBLIC PARTICIPATION

Policy

Pursuant to the Brown Act, Section 54954.3, members of the public shall be afforded the opportunity to speak on any agenda item of a substantive nature providing they are first recognized by the presiding officer.

Addressing the Council

Any person desiring to address the Council by oral communication shall first secure the permission of the presiding officer; provided, however, that preference will be given to those persons who have submitted a card provided for that purpose, or those who have submitted
to the City Clerk or City Clerk's authorized designee a written request in advance or at the commencement of the meeting of their desire to speak, and they will be given recognition by the presiding officer in the order in which received.

Spokespersons

Designated spokespersons for recognized groups or organizations may be given priority over individuals who desire to address the Council.

Card System

Cards will be available for persons who wish to address the Council at a public hearing or any another item of agenda business. The card system is not mandatory but will facilitate correct information for the record. After filling out the information requested, the cards will be handed to the City Clerk or City Clerk's authorized designee, no earlier than fifteen (15) minutes before the commencement of the meeting. The presiding officer will call on those wishing to speak in the order in which the cards are received, except as provided elsewhere in this document. After such persons are heard, the presiding officer may then call for any additional speakers.

If a written request for permission to address the Council has not been submitted, a person wishing to gain recognition may approach the speaker's podium and wait, silently, to be recognized by the presiding officer.

Time Limit

Designated spokespersons for recognized groups or organizations may be given up to five minutes to address the Council; provided, however, that they may request additional time and will be granted such only with the permission of the Council. Individuals will be given

up to three minutes to address the Council, at the discretion of the Mayor and with concurrence of a majority of the Council, unless additional time is allowed as provided for spokespersons. Speakers are not permitted to yield their time to another speaker. (Resolution 21-13897)

Discussion Between the Public and Council

All remarks shall be addressed to the Council as a body and not any member thereof. No person, other than the presiding officer, Council and the person having the floor, shall be permitted to enter into any discussion, either directly or though a member of the Council, without the permission of the presiding officer. No question shall be asked of a Councilmember or member of the staff except through the presiding officer.

Topic for Discussion

Members of the public shall address their remarks only to the agenda item then under discussion by the City Council.

Manner of Addressing Council

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.

Repetition

Recognized speakers shall refrain from unnecessary repetition of issues and points already raised by previous speakers.

XVI. RULES OF ORDER AND DEBATE

Rules of Order

At all meetings of the Council, Robert's Rules of Order, may be used as nonbinding guiding rules of order and debate except where in conflict with State law. If Robert's Rules of Order are in conflict with these rules, these rules shall apply and govern.

Presiding Officer

The Mayor shall preside at all meetings of the Council. In the absence of the Mayor, the Vice-Mayor shall preside. In the absence of the Mayor and the Vice-Mayor, the senior Councilmember present shall preside. The presiding officer may debate and vote, and may make a motion, offer a resolution, or introduce an ordinance, without relinquishing the chair.

Preservation of Order

The presiding officer shall preserve order and decorum, confine Councilmembers in debate to the question under discussion, and otherwise curtail disruption of the meeting.

Dissents and Protests

Any Councilmember shall have the right to dissent from any action of the Council or ruling of the presiding officer and have the reason therefore entered into the minutes. Such dissent shall be in writing, couched in respectful terms, and presented to the Council not later than the next regular meeting following the date of such action.

Councilmembers

Councilmembers desiring to speak shall so signify by utilizing the electronic system provided for that purpose, or in its absence shall address the presiding officer. The presiding officer shall call upon Councilmembers in the sequence in which they have sought recognition. A Councilmember shall not call for a showing of hands or other demonstration of those present in the audience, unless granted permission to do so by the presiding officer. No Councilmember may speak for longer than fifteen (15) minutes at any one time unless additional time is granted upon a majority vote of the Council.

Discussion Prior to Formal Action

It shall not be necessary to make a motion, offer a resolution, or introduce alternatives to a proposed ordinance before debate by the Council or before the public is allowed to speak. No such motion or resolution, or introduction of an ordinance, shall be made at any time before a public hearing is closed.

Amendment

An amendment merely changes the wording of the motion or matter to be voted upon; it is made by striking out, inserting, adding, or substituting certain words, phrases, sentences or paragraphs in the original motion. An amendment to an amendment cannot be amended, i.e., there can be no more than two amendments under consideration at the same time.

Substitute Motion

A substitute motion, proposing to strike out the entire original motion and to insert in its place a more satisfactory motion, has the same status as an amendment to the main motion.

Division of Question

If a motion, or any proposed amendment thereto, contains two or more separable propositions, the presiding officer may, and upon request of a Councilmember shall, divide the question.

Motions to Postpone

A. A motion to postpone indefinitely is debatable if the main motion to which it applies is debatable. The motion cannot be amended nor referred. If carried, the subject

cannot be brought up again except by way of a motion to reconsider at a subsequent meeting.

B. A motion to postpone definitely (i.e., to a time certain), has priority over motions to refer, to amend, to postpone indefinitely, and the main motion. It is debatable as to desirability of postponement and the time to which postponement is to be made. It can be amended by changing the time to which postponement is to be made. It yields only to a motion to close debate or to table.

Motion to Refer

A motion may be made to refer the question at hand to a specified committee, staff member, other person, or to a special committee to be appointed. The motion is debatable as to desirability of referring, as to size and method of appointment of the committee if one is to be appointed, and as to instructions and responsibility of those to whom referred. The motion shall have priority over the main motion, a motion to amend, and a motion to postpone indefinitely. It cannot be tabled or postponed.

Motion to Close Debate (Previous Question); Limit Debate

A. A motion to close debate requires a two-thirds vote for passage. It is not debatable and cannot be amended. It yields only to a motion to lay on the table. If the motion carries, and unless the motion is made to include "all pending questions," the presiding officer shall put pending amendments to the main question, without debate, in the inverse order of their introduction, before putting the main question to vote.

B. A motion to limit debate shall be subject to the same rules as a motion to close debate, said motion to specify time limits for each speaker, or the number of speakers for affirmative and negative sides, or the total time limit for consideration of the main motion or question.

Motion to Table

A motion to table (i.e., to lay on the table) is not debatable and cannot be amended. The motion is in order where a motion to close debate has been carried, or when it is pending. The motion is proper only when the pending subject needs to be set aside temporarily because something else of immediate urgency has arisen. If the motion is carried, consideration of the subject matter may be resumed at that meeting or the next succeeding meeting on motion to take from the table made by any Councilmember, and if not taken up by that time, the subject expires. The subject, however, may be reintroduced before the City Council at a later date as a new matter.

To Withdraw a Motion

A motion or offer of a resolution may be withdrawn by the maker at any time before vote by the Council, after first gaining recognition from the presiding officer.

Motion to Reconsider During Meeting

A motion to reconsider any action taken by the Council may be made at any time at the meeting such action was taken or at a recessed session of that meeting. The motion may be made only by a Councilmember who had previously voted with the prevailing side. A resolution or motion authorizing or relating to the approval of a contract may be reconsidered only prior to the actual execution of the contract. A question can be reconsidered only once during the meeting.

Motion to Reconsider at Subsequent Meeting

After the Council has taken action on a matter or question, a motion to reconsider that action, or to reconsider any prior action taken on a matter or question having substantially the same content or purpose of the matter already acted upon, shall not be made at any subsequent meeting for at least one calendar year from the date of such action, except by a Councilmember who voted in the majority on such matter or question, or upon the written consent of majority of Councilmembers filed with the City Clerk. The item then before the Council shall be whether the matter or question should be reconsidered, and if the majority of the Council approves the request, the matter or question shall be placed on a future agenda for consideration.

Method of Voting

Votes of the Council shall be cast and displayed on the electronic voting board so that each Councilmember's vote may be recorded by the City Clerk. In the event of a breakdown or a malfunction of the electronic voting equipment, the City Clerk shall call the roll for voting in the descending order that the names of the Councilmembers appear on the electronic voting board. At the conclusion of the voting the Clerk shall announce the results of the vote by stating whether the measure carried or failed and by what vote. Voting by proxy shall not be permitted.

Tie Vote

Except as otherwise specifically provided by law, the affirmative vote of at least three (3) Councilmembers shall be necessary to adopt any ordinance, resolution or motion. Any question on which the vote is tied is lost, provided, that the presiding officer or any Councilmember may request the City Clerk or City Clerk's authorized designee to carry over the item to the next regular meeting at which a full Council will be present.

Abstention

It shall be the duty of each Councilmember present at a meeting of the Council to vote on each matter or question before the Council for action unless:

A. Disqualified under the terms of the *Political Reform Act (Government Code, Sections 87100 et seq.).* Wherein it is reasonably foreseeable that the decision would have a material financial effect on the Councilmember, the Councilmember's immediate family, or on specified economic interests of the Councilmember if that financial effect is different from the effect on the general public; or
B. Disqualified under the terms of *Government Code, Sections 1090 et. seq.*, dealing with public contracts in which the Councilmember may have a direct or indirect

financial interest, the prohibition including preliminary discussions, negotiations, planning and solicitation of bids.

C. Abstention for any reason other than those mentioned above shall constitute consent to the action proposed, and the City Clerk or City Clerk's authorized designee shall announce at the meeting and enter in the minutes that the abstention was cast as a "no" vote pursuant to this rule.
D. Nothing in this section is intended to abrogate the judicially declared "limited rule of necessity" adopted in the State pertaining to the duty of members of public and legislative bodies to vote on matters which require their action.

As required by law, the City of Pittsburg has adopted a Conflict of Interest Code. No person shall make or participate in a government decision which he or she knows, or has reason to know, will have a reasonably foreseeable material financial effect distinguishable from its effect on the public generally.

The City Attorney is available to help Members decide if they should declare a disqualification on any issue, and again, the City Attorney will provide guidance in determining whether a Member should disqualify him/herself from acting on the item. In these instances, Members should recuse themselves from a vote using the phrase, "… *to avoid the appearance of impropriety"* and explain fully the reason for the recusal. The Member must not only disqualify him/herself from voting but must also refrain from participating in any debate on the matter. To accomplish this, the Member must leave the room after announcing the reason for the recusal. By law, the minutes of that meeting must state the reason for the recusal.

As a resident, a Member recusing him/herself may participate in the proceedings. Again, the City Attorney can advise.

Point of Order

The presiding officer shall determine all points of order, subject to the right of any Councilmember to appeal to the Council. If an appeal is taken, the decision of the presiding officer must be sustained by a majority vote of the Council. A contrary position to the determination of the presiding officer may be made by a motion and must be approved by a majority vote of the Council.

A Councilmember may, without waiting for recognition, rise to a point of order to secure a ruling from the presiding officer on a matter thought to be of sufficient importance to require immediate attention. A Councilmember may:

A. Question the validity of the parliamentary procedure being followed;
B. Call a speaker to order for the inappropriate use of language or any breach of decorum;
C. Call attention to a condition that inconveniences members;
D. Raise a parliamentary inquiry, or call attention to a violation of correct procedure; or
E. Question a ruling by the presiding officer on a point of parliamentary procedure prior to appealing the decision of the presiding officer to the Council.

Rising to a Point of Order is in order at any time, may interrupt a speaker who has the floor, is not debatable, cannot be amended, and requires no vote of the Council. The Councilmember rising to a point of order may explain his/her position and the presiding officer may state his/her position in ruling on the request.

Appeal from the Decision of the Presiding Officer

A Councilmember may appeal to the Council a decision or ruling of the presiding officer. It must be made immediately following the decision or ruling in question, and it may be made when another has been recognized (had the floor). The motion is debatable if appeal is to a decision regarding a debatable motion. It may not be amended, postponed, or referred to a committee. It is not debatable if the ruling appealed relates to decorum or violation of rules of speaking or is made when an undebatable motion is pending.

Points of Information

A Councilmember may make a request for information relevant to the business at hand but not related to parliamentary procedure. The request may be directed to the presiding officer or through the presiding officer to another Councilmember or to an officer or employee of the City. The request must be put in the form of a question. If directed to a Councilmember who has the floor, the presiding officer will ask consent of the speaker to the interruption.

Motion to Adjourn or Recess

An unqualified motion to adjourn has priority over all other motions except the motion to fix time of the next meeting. It is always in order, except:

A. When repeated without intervening business or discussion;
B. When made as an interruption of a Councilmember speaking;
C. When a previous question has been ordered and is being discussed; and
D. While a vote is being taken.

The motion to adjourn is not debatable and cannot be amended. Before putting the motion to adjourn to vote of the Council, the presiding officer may inform the Council of any important matter demanding its attention and consideration before adjournment.

As a privileged motion, that is, when other business is pending, the motion to recess yields only to the unqualified motion to adjourn and to the motion to fix time of the next meeting. After a recess, business proceeds from the point reached immediately preceding the recess.

Severability

If any provision or clause of this procedure or the application thereof to any person or circumstances is held to be unconstitutional, or to be otherwise invalid, by any court of competent jurisdiction, such invalidity shall not affect other provisions, clauses or applications thereof which can be implemented without the invalid provision, clause or application, and to this end the provisions and clauses of this procedure are declared to be severable.

XVII. EFFECTIVE DATE

The provisions of these procedures shall take effect and be in full force and effect immediately following adoption by the City Council.

XVIII. RESOLUTION TABLE

Initial Adoption by Resolution No. 01-9475
Amended Resolution No. 05-10422
Amended Resolution No. 05-10435
Amended Resolution No. 15-10446
Ordinance No. 04-1258
Amended Resolution No. 06-10462
Amended Resolution No. 07-10715
Amended Resolution No. 09-11310
Amended Resolution No. 13-12034
Amended Resolution No. 16-13260
Amended Resolution No. 21-13897
Amended Resolution No. 21-

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 Commercial Cannabis Permit Operating Agreement Between the City and Shryne Pittsburg LLC

MEETING DATE: November 15, 2021

EXECUTIVE SUMMARY

This item includes consideration of a request for City Council approval of a commercial cannabis operating agreement ("Agreement") between the City of Pittsburg and Shryne Pittsburg LLC ("Shryne") for a future commercial cannabis retail business proposed at Assessor's Parcel Number (APN) 088-151-042 in the Community Commercial (CC) District. Approval of the proposed operating agreement does not authorize the operation of a commercial cannabis retail business, but sets forth business operation and financial terms for the potential future operation of this business.

FISCAL IMPACT

Pursuant to the proposed Agreement, Shryne would pay the City a cannabis business tax of five percent (5%) applied to all gross receipts resulting from the sale of cannabis products or other merchandise on a monthly basis, in addition to standard sales taxes and the Measure M ½-cent sales tax. Staff anticipates this will generate between $550,000 and $650,000 annually in combined cannabis business taxes, sales tax, and Measure M sales tax.

RECOMMENDATION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute the attached commercial cannabis operating agreement with Shryne Pittsburg LLC.

BACKGROUND

In 2015, the state legislature enacted the Medical Marijuana Regulation and Safety Act (MMRSA) to regulate the medical cannabis industry. On October 3, 2016, the City Council adopted amendments to Titles 5 and 18 of the PMC to both regulate and ban cannabis activities. The changes regulated the delivery of cannabis for medical purposes and banned

the utilization, delivery, and other cannabis activities including testing, manufacturing, and cultivation.

On November 8, 2016, the voters of the State of California voted to approve Proposition 64, which legalized the adult use of cannabis within the State. Pittsburg voters also supported Proposition 64, with 61% voting in support of the measure. At this time, Pittsburg voters also approved Measure J, allowing for implementation of a Marijuana Business Tax on all commercial marijuana businesses that may operate within the City, should land use regulations and applicable provisions of the PMC be amended to allow for such businesses and/or if local control over such businesses is removed by the courts, the Legislature, or statewide initiative in the future. Measure J passed with 68% to 31.7%. As approved by the voters, the maximum marijuana business tax rate is 10% on all marijuana related transactions.

In 2017, the State Legislature adopted the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which combined and harmonized MMRSA and Prop. 64 for the regulation of medicinal and recreational cannabis industries. Later that same year, the state's licensing authorities adopted emergency regulations to implement MAUCRSA. In 2018, the state licensing authorities readopted the emergency regulations, and promulgated final regulations effective 2019.

On March 19, 2018, the City Council adopted Ordinance No. 18-1442, amending PMC Title 5 to allow for use of cannabis within medical and nonmedical product manufacturing, and establishing procedures for issuing medical and nonmedical commercial cannabis permits. These amendments, currently in effect, limit the types of commercial cannabis businesses to those designated as Type 6 (Manufacturers), Type 7 (Manufacturers), Type 8 (Testing Laboratories), and Type 11 (Distributors). On June 4, 2018, the City Council adopted Ordinance No. 18-1448, amending PMC Title 18 to specify how cannabis uses were defined and zone districts in which they would be allowed to operate.

On March 22, 2021, the City Council held a workshop to discuss the City's cannabis policy. During the workshop, the City Council voiced general support for amending the PMC to allow for additional cannabis business types, including retail, cultivation, and microbusinesses, and identified preliminary areas where these businesses would be appropriate. The City Council also discussed the types of "sensitive uses" (i.e. uses that would be considered generally incompatible with cannabis businesses) that should be buffered from cannabis businesses.

On June 22, 2021, the Planning Commission held a duly noticed public hearing and voted 6-0 (with one absent) to adopt Resolution No. 10170, recommending City Council approval of amendments to the PMC related to cannabis. On August 16, 2021, the City Council adopted Ordinance No. 21-1430, authorizing the operating of retail cannabis businesses, and adopted Resolution No. 21-13971, establishing the maximum allowable number of commercial cannabis businesses and establishing four distinct cannabis business zones.

On August 17, 2021, Shryne submitted an application to construct and operate a commercial cannabis business at APN 088-151-042. That application is currently pending.

Environmental: This project is exempt from the requirements of the California Environmental Quality Act under the general rule of applicability of the state CEQA Guidelines, section 15061, in that approval and execution of the proposed Agreement would not authorize the operation of the business, and thus would not have a significant negative physical impact on

the environment. Any future development project may be the subject of environmental review under CEQA.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

As mentioned above, the proposed Agreement would set forth certain terms and conditions concerning the development of a future commercial cannabis retail business but would not entitle any development. Pursuant to the Pittsburg Municipal Code (PMC) and the proposed Agreement, the operation of the commercial cannabis business is subject to approval of subsequent commercial cannabis permits approved by the City Council, as well as design review, as the proposed location will be a new structure to be designed and completed within the next two years. Further environmental review under CEQA may be required, even if determined to be categorically exempt, and the issuance of commercial cannabis permits will require discretionary approval.

Pursuant to the proposed Agreement, nothing shall be deemed to require City staff to recommend approval of the Project or similar project, adoption of any analysis required pursuant to the California Environmental Quality Act (CEQA), or to require City to exercise its discretion on any application to a particular outcome.

The term of the Agreement is proposed to be ten years from the effective date; however, Shryne shall have a maximum of two years to begin operation, and pursuant to the PMC, the maximum commercial cannabis permit length shall be limited to five year.

Further, as part of the Agreement, Shryne shall commit to the following stipulations:

1. Shryne shall apply for entitlements and any other approvals or permits required for the Project;
2. Shryne shall submit an operating plan and security plan, to be considered during review if the commercial cannabis permit;
3. Annual reviews shall be conducted to ensure compliance and shall reimburse the City for such reviews (not to exceed $10,000 per review);
4. Shryne shall opt into and maintain enrollment in the Marin Clean Energy (MCE) “Deep Green,” or “Local Sol,” programs, or similar programs offered by MCE;
5. Shryne shall pay all required application, processing, and development impact fees as required by the City;
6. Shryne shall, to the fullest extent allowed by law, give preference to residents of the City of Pittsburg for employee hiring;
7. Shryne shall make all reasonable efforts to design and construct a building that is LEED Certified;
8. Any purchase, acquisition, and/or supply of goods and materials, as well as any new or replacement equipment and supplies purchased by Shryne or its contractors in connection with this Project shall be apportioned and paid to the City;
9. The City Manager may, at any time, require amendments to this agreement in order to protect the public health and safety or to ensure consistency with applicable government regulations, including but not limited to the PMC, state law, or federal law.

ATTACHMENTS:

1. Proposed Resolution
2. Proposed Operating Agreement

Report prepared by: Jordan Davis, Director of Community and Economic Development

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Approving a Commercial Cannabis Operating Agreement with Shryne Pittsburg LLC) RESOLUTION NO. 21-_____

WHEREAS, the City has general municipal jurisdiction over the territory within its boundaries. The City wishes to facilitate economic development efforts and to expand its tax base and employment opportunities for its residents, while retaining its discretion to review and consider potential approval of development projects; and

WHEREAS, on August 17, 2021, Tak Sato, on behalf of Shryne, filed Planning Application No. 21-1595, requesting approval of a retail cannabis facility at Assessor's Parcel Number [APN] 088-151-042) (the "Project"); and

WHEREAS, on November 8, 2016, the voters of the State of California voted to approve Proposition 64, which legalized the adult use of cannabis within the state. Pittsburg voters also supported Proposition 64, with 61% voting in support of the measure; and

WHEREAS, on November 8, 2016, the voters of the City of Pittsburg approved Measure J, allowing for implementation of a Marijuana Business Tax of up to 10 percent on all commercial marijuana businesses that may operate within the City, should land use regulations and applicable provisions of the PMC be amended to allow for such businesses and/or if local control over such businesses is removed by the courts, the Legislature, or statewide initiative in the future; and

WHEREAS, in 2017, the State Legislature adopted the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which combined and harmonized MMRSA and Prop. 64 for the regulation of medicinal and recreational cannabis industries. Later that same year, the state's licensing authorities adopted emergency regulations to implement MAUCRSA. In 2018, the state licensing authorities readopted the emergency regulations, and promulgated final regulations effective 2019; and

WHEREAS, on June 18, 2018, the City Council adopted Resolution No. 18-13496, establishing and imposing the marijuana business tax rate of up to 10 percent on marijuana businesses gross receipts; and

WHEREAS, on August 16, 2021, the City Council adopted Ordinance No. 21-1490, amending Titles 5 and 18 of the PMC related to commercial cannabis business permitting, and establishing regulations for the locating of cannabis businesses. The adopted changes allow for certain types of commercial cannabis businesses, including adult use retail cannabis businesses; and

WHEREAS, on August 16, 2021, pursuant to PMC Title 18, the City Council adopted Resolution No. 21-13971, establishing a limit on the number of commercial cannabis permits that may be approved within the City, as well as four cannabis zones; and

WHEREAS, the City and Shryne intend in this Agreement to set forth terms and conditions concerning the development of a commercial cannabis retail business, including but not limited to a marijuana business tax applied to the sale of all merchandise from the proposed business; and

WHEREAS, on November 15, 2021, the City Council held a public meeting to consider the proposed operating agreement, at which time oral and/or written testimony was considered.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. Findings

A. Based on the City Council Staff Report entitled, "Adoption of a City Council Resolution Approving Commercial Cannabis Permit Operating Agreement Between the City and Shryne Pittsburg LLC," dated November 15, 2021, and based on all the information contained in the City 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. The project is exempt from the requirements of the California Environmental Quality Act under the general rule of applicability of the state CEQA Guidelines, section 15061, in that approval and execution of the proposed Agreement would not authorize the operation of the business, and thus would not have a significant negative physical impact on the environment. Any future development project may be the subject of environmental review under CEQA.

   3. The applicant has not made any false or misleading statements or omissions during the application process.

   4. The proposed operating agreement with Shryne will ensure that the commercial cannabis operation is consistent with all regulations imposed by Chapter 5.70 and Chapter 18.88 of the Pittsburg Municipal Code and State law.

B. The Staff Report entitled, "Adoption of a City Council Resolution Approving Commercial Cannabis Permit Operating Agreement Between the City and Shryne Pittsburg LLC," dated November 15, 2021, is referenced hereto as additional support for findings.

Section 2. Decision

Based on the findings set forth above, the City Council hereby authorizes the City Manager to execute an Operating Agreement with Shryne Pittsburg LLC for operation of a retail cannabis business at APN 088-151-042.

Section 3. Effective Date

This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15st day of November 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

COMMERCIAL CANNABIS OPERATING AGREEMENT BETWEEN THE CITY OF PITTSBURG AND SHRYNE PITTSBURG LLC dba STIIIZY PITTSBURG

THIS COMMERCIAL CANNABIS OPERATING AGREEMENT ("Agreement") is entered into this ____ day of _____, 2021, by and between the City of Pittsburg, a California municipal corporation ("City") and Shryne Pittsburg LLC dba Stiiizy Pittsburg, a California Limited Liability Corporation ("Shryne"), pursuant to the authority of Pittsburg Municipal Code (PMC) Chapters 5.70 and 18.88.

RECITALS:

A. The City has general municipal jurisdiction over the territory within its boundaries. The City wishes to facilitate economic development efforts and to expand its tax base and employment opportunities for its residents, while retaining its discretion to review and consider potential approval of development projects.

B. On August 17, 2021, Tak Sato, on behalf of Shryne, filed Planning Application No. 21-1595, requesting approval of a retail cannabis facility at the 2000 block of North Park Blvd. (Assessor's Parcel Number [APN] 088-151-042)(the "Project").

C. On November 8, 2016, the voters of the State of California voted to approve Proposition 64, which legalized the adult use of cannabis within the state. Pittsburg voters also supported Proposition 64, with 61% voting in support of the measure.

D. On November 8, 2016, the voters of the City of Pittsburg approved Measure J, allowing for implementation of a Marijuana Business Tax of up to 10 percent on all commercial marijuana businesses that may operate within the City, should land use regulations and applicable provisions of the PMC be amended to allow for such businesses and/or if local control over such businesses is removed by the courts, the Legislature, or statewide initiative in the future.

E. In 2017, the State Legislature adopted the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which combined and harmonized MMRSA and Prop. 64 for the regulation of medicinal and recreational cannabis industries. Later that same year, the state's licensing authorities adopted emergency regulations to implement MAUCRSA. In 2018, the state licensing authorities readopted the emergency regulations, and promulgated final regulations effective 2019.

F. On June 18, 2018, the City Council adopted Resolution No. 18-13496, establishing and imposing the marijuana business tax rate of up to 10 percent on marijuana businesses gross receipts

G. On August 16, 2021, the City Council adopted Ordinance No. 21-1490, amending Titles 5 and 18 of the PMC related to commercial cannabis business permitting,

and establishing regulations for the locating of cannabis businesses. The adopted changes allow for certain types of commercial cannabis businesses, including adult use retail cannabis businesses.

H. On August 16, 2021, pursuant to PMC Title 18, the City Council adopted Resolution No. 21-13971, establishing a limit on the number of commercial cannabis permits that may be approved within the City, as well as four cannabis zones.

I. The City and Shryne intend in this Agreement to set forth terms and conditions concerning the development of a commercial cannabis retail business, including but not limited to a marijuana business tax applied to the sale of all merchandise from the proposed business.

J. On _____, 2021, the City Council held a public meeting, considered oral and/or written testimony, and adopted Resolution No. 21-_____, approving the this Agreement.

AGREEMENT

1. DEFINITIONS.

In this Agreement, unless the context otherwise requires, terms have the following meaning. Capitalized terms within the Exhibits not defined below have the meaning set out in the Exhibits.

1.1 "Agreement" means this Operating Agreement, inclusive of all Exhibits attached hereto.

1.2 "Business" means the commercial cannabis business that is the subject of this Agreement.

1.3 "Cannabis" means medical and non-medical cannabis as defined by Health and Safety Code Section 11362.5 and Business and Professions Code Sections 26000 *et seq.*

1.4 "Cannabis Business Tax" means the Marijuana Business Tax as defined by Chapter 3.10 of the Pittsburg Municipal Code.

1.5 "City" means the City of Pittsburg, including its agents, officers, employees, representatives, and elected and appointed officials.

1.6 "City Council" means the City Council of the City of Pittsburg.

1.7 "City Manager" means the City Manager of the City of Pittsburg, or her or his designee.

1.8 "Commercial Cannabis Permit" means a Commercial Cannabis Permit

issued by City in accordance with Titles 5 and 18 of the Pittsburg Municipal Code (PMC).

1.9 "Fees" means all charges, expenses, costs, monetary exactions, and any other monetary obligations imposed on Shryne by City, other than assessments, or regular or special taxes.

1.10 "Law" means ordinance, statutes, rules, regulations, or any order, decree, or directive of any court or any local, regional, State, or federal government agency, unless the context suggests a different meaning.

1.11 "Shryne" means Shryne Pittsburg LLC dba Stiiizy Pittsburg.

1.12 "State" means the State of California.

1.13 "Term" means the term of the Agreement set forth in Section 3.4.

2. GENERAL ACKNOWLEDGMENTS.

The parties acknowledge that: (a) City has entered into this Agreement pursuant to the Municipal Code and its authority to address public health, safety, and general welfare concerns of the public within City; (b) there is certain authority to address public health and safety concerns that cannot be legally relinquished or restricted by this Agreement and that such authority intended to be reserved and hereby is reserved to City hereunder; and (c) this Agreement sets forth the terms and conditions under which Shryne will operate.

3. GENERAL PROVISIONS.

3.1 Property. This Agreement shall be limited to the commercial cannabis retail business operated by Shryne and located on APN: 088-151-042.

3.2 Effective Date. This Agreement shall be binding as to Shryne upon Shryne's execution hereof, with an effective date ("Effective Date") as of the effective date of the Resolution adopting the Agreement.

3.3 Commercial Cannabis Permit. Shryne acknowledges that this Agreement does not constitute approval of a commercial cannabis permit as set forth in Title 18 of the PMC, design review approval, or any other required entitlement or permit which may be required in the sole discretion of the City. Nothing in this Agreement shall be deemed to require City staff to recommend approval of the Project or similar project, adoption of any analysis required pursuant to the California Environmental Quality Act (CEQA) and/or Statement of Overriding Considerations, or to require City to exercise its discretion on any application to a particular outcome.

3.4 Term. The Term of this agreement shall commence upon the Effective Date and shall extend ten (10) years thereafter, unless the Term is otherwise

terminated, modified, or extended by circumstances set forth in this Agreement or by mutual written consent of the parties.

3.5 Failure to Commence Operation. Notwithstanding section 3.4, above, in the event Shryne does not obtain all necessary entitlements and/or permits, including but not limited to a Commercial Cannabis Permit, complete construction, and commence operation in a manner approved by the City within two (2) years of the Effective Date, this Agreement shall terminate.

3.6 Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

3.7 Enforceability of Agreement. City and Shryne agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by either party hereto notwithstanding any change hereafter.

3.8 Further Assurances. Shryne shall execute and deliver to City all such other further instruments and documents as may be reasonably required by City to execute this Agreement.

3.9 Changes in State and Federal Laws and Regulations. If California law allowing the use for which the Commercial Cannabis Permit is issued is amended or repealed resulting in the prohibition of such use, or City receives credible information that the federal government will commence enforcement measures against such businesses and/or local government that allow them, City shall retain the exclusive right to terminate this Agreement by giving Shryne 30 days prior written notice of such termination.

3.10 Additional Government Approvals and Permits. Shryne shall apply for entitlements and any other approvals or permits required for the Project by any other governmental agencies, including but not limited to the State of California, at the sole cost of Shryne. The City shall have no obligation to cooperate with Shryne during the application process.

3.11 Environmental Review. If determined necessary in the sole discretion of the City, an environmental review pursuant to CEQA shall be conducted, and the City shall act as Lead Agency for the Project for purposes of conducting environmental review under CEQA, with its costs and expenses fully reimbursed by Shryne. Nothing in this Agreement shall be deemed to require City staff to recommend adoption of any CEQA documentation.

4. OPERATING PLAN.

Pursuant to the requirements of Titles 5 and 18 of the PMC, Shryne shall submit to City a proposed Operating Plan for review and consideration in processing of Commercial Cannabis Permit(s). The Operating Plan shall include, but not be limited to, the following items:

- List of responsible parties, including the names, addresses, telephone numbers, and responsibilities of the business owner and manager-level employees of the business ("Responsible Parties"). This list shall remain confidential. Any changes to this list shall be submitted to the Chief of Police as soon as reasonably possible.

- List of all employees. This list shall remain confidential. Any changes to this list shall be submitted to the Chief of Police as soon as reasonably possible.

- Proposed hours of operation, which shall be subject to approval by the City Council.

- A transportation and delivery plan.

- Cannabis Quality Control/Quality Assurance plan.

- Inventory control and security plan.

- Employee screening procedures.

- Cannabis disposal plan.

- Odor management plan.

Shryne acknowledges that submittal of the items described above shall not constitute approval or any operating plans or procedures, and that changes may be required by City when reviewing and following approval of a Commercial Cannabis Permit.

5. SECURITY PLAN.

Pursuant to Titles 5 and 18 of the PMC, Shryne shall submit to the City a proposed Security Plan for review and consideration in processing of Commercial Cannabis Permit(s). The Security Plan shall include, at a minimum, all requirements of Pittsburg Municipal Code Titles 5 and 18. Prior to operation, Shryne shall be required to consult with the Police Department and submit for review and approval a Final Security Plan ("Final Security Plan") which contains detailed information including but not limited to: 1) the location, make(s) and model(s) of all security infrastructure; 2) a floor plan showing the location of secure areas; 3) any proposed building modifications; and 4) all other requirements of the Chief of Police or their designee in the sole discretion of the City. Failure to adhere to the Security Plan once approved shall result in termination of this Agreement and revocation of Shryne's corresponding Commercial Cannabis Permit(s).

Pursuant to PMC section 5.70.165(M), if the chief of police determines the business is disproportionately impacting police resources, the chief of police may require Shryne to provide additional public safety measures, including but not limited to, additional video cameras, additional exterior lighting, hiring licensed and bonded security guards approved by the police department, or such other measures as

determined necessary by the chief of police in their sole discretion. Any such additional measures required by the chief of police shall be at the Shryne's sole expense.

6. PERIODIC REVIEW.

City shall conduct a review of this Agreement as set forth in the following subsections. However, City's failure to timely conduct such review shall not constitute a default under this Agreement.

6.1 Annual Review. City shall review the extent of good faith compliance by Shryne with the terms of this Agreement at least once every 12-month period from the Effective Date of this Agreement.

6.2 Notice. City shall notify Shryne in writing of the date of review at least twenty (20) days prior thereto.

6.3 Good Faith Compliance. During each annual review, Shryne shall be required to demonstrate good faith compliance with the terms of this Agreement.

6.4 Production of Documents and Other Evidence. Shryne agrees to furnish such reasonable evidence and adequate documentation of good faith compliance to City, in the exercise of its reasonable discretion, may require.

6.5 Cost of Annual Review. The reasonable costs incurred by City in connection with the annual review shall be borne by Shryne. Upon written request by City, Shryne shall pay City the greater of two thousand five hundred dollars ($2,500) or the actual cost of annual review (not to exceed Ten Thousand Dollars [$10,000] per review) to cover City's costs. Failure, if any, by Shryne to pay the monies within thirty (30) days of City invoicing shall be grounds for declaring Shryne to be in default of this Agreement and/or in noncompliance thereof.

7. OBLIGATIONS OF SHRYNE.

7.1 General Obligations. In consideration of City entering into this Agreement, Shryne has agreed to comply with the requirements of this Agreement, and to perform certain obligations and provide certain contributions set forth therein.

7.2 Cooperation by Shryne. Shryne shall, in a timely manner, provide City with all documents, applications, plans, and other necessary information for City to carry out its obligations hereunder.

7.3 Governmental Permits. Shryne shall apply in a timely manner for such other permits and approvals from other governmental agencies as may be required by state law. Prior to commencing operation of the business, Shryne shall secure all required Governmental Permits and supply copies to the City for review.

7.4 MCE Enrollment. Shryne shall opt into and maintain enrollment in the

Marin Clean Energy (MCE) “Deep Green,” or “Local Sol,” programs, or similar programs offered by MCE.

7.5 License and Permits. Shryne shall obtain a Business License, Commercial Cannabis Permit, and all licenses required by the State of California prior to beginning operations, and shall maintain all licenses and permits at all times thereafter.

7.6 Fees. Shryne shall pay all required application, processing, and development impact fees as required by the City.

7.7 Hiring of Local Employees. Shryne shall, to the fullest extent allowed by law, give preference to residents of the City of Pittsburg for employee hiring.

7.8 LEED Certification. Shryne shall make all reasonable efforts to design and construct a building that is LEED Certified.

7.9 Payment of Local Sales and Use Taxes. Any purchase, acquisition, and/or supply of goods and materials, as well as any new or replacement equipment and supplies purchased by Shryne or its contractors, subcontractors, agents or affiliates, subject to the limitation set forth below, in connection with this Project shall be apportioned and paid to and at the applicable sales tax rate in effect for the City as administrated by the California Department of Tax and Fee Administration (“CDTFA”); provided, however, that Developer shall only be required to use commercially reasonable efforts to ensure compliance with this subsection from its contractors, subcontractors, agents, or affiliates and Developer shall not incur any liability to the City under this Section 3.13 with respect to any circumstances beyond the control of Shryne.

At no point may Shryne or its contractors, subcontractors, agents or affiliates contractually agree to waive or share sales and use taxes from this Project with any other city, county or other entity in the State of California, regardless of agreement they might have with another jurisdiction where they have offices or conduct business. The City of Pittsburg will be the sole jurisdiction of record to the transfer of title. Shryne and its contractors, subcontractors, agents and affiliates shall comply with the Sales and Use Tax Requirements (“Requirements”) set forth below and all CDTFA requirements. If the City becomes aware of modifications necessary to such Requirements, City may propose to incorporate new or revised requirements, subject to Shryne’s agreement which shall not be unreasonably withheld, conditioned or delayed. Except as expressly provided for herein, failure by Shryne, its contractors, subcontractors, agents or affiliates to comply with this condition to ensure appropriate taxes are properly paid and passed through to the City will result in Shryne paying a fee equivalent to the taxes which the City would have received had Shryne, its contractors, subcontractors, agents or affiliates taken such actions to ensure the sales taxes referenced in the first sentence of this subsection are apportioned to the City.

Shryne, its contractors, subcontractors, agents or affiliates, and/or future project owners and/or operators, as applicable, shall adhere to the following steps in effort to maximize the City’s allocation of sales and use taxes associated with project construction and operations by taking the following steps:

A. Prior to issuance of a grading or building permit or within 60 days of the effective date of this approval, whichever comes first, the developer shall register with the CDTFA and keep such registration current throughout the operational life of the project.

B. Apply for a Use Tax Direct Pay Permit. Upon receipt of registration, provide a copy to the City and/or their consultant for verification.

C. Self-accrue and pay use taxes in accordance CDFTA requirements.

D. Report local and district use taxes to CDFTA on applicable use tax returns.

E. Shryne shall use commercially reasonable efforts to endeavor to require all contractors, subcontractors, agents and affiliates providing building materials and fixtures, such as but not limited to, bulk lumber, concrete, structural steel and pre-fabricated building components to be used in connection with the construction and development of, or incorporated into, the Project, to:

   i. obtain a Seller's Permit;

   ii. issue a resale certificate to any supplier of material that will allow it to buy property without payment of tax;

   iii. file timely Sales and Use tax returns and report local tax on materials consumed and fixtures sold by the contractor, subcontractor, agent or affiliate based on the sole jobsite location located in the City of Pittsburg;

   iv. elect to obtain a sub permit for the job site of any contract valued at Five Million Dollars ($5,000,000) or more enabling the contractor, subcontractor, agent or affiliate to make a direct allocation of the tax based on the jobsite located in the City of Pittsburg; and

   v. otherwise designate the Property as the place of use of materials used in the construction of the Project in order to have the full local use tax portion of the sales and use tax distributed directly to the City of Pittsburg.

F. Shryne shall use commercially reasonable efforts to endeavor to require and instruct each of its contractors, subcontractors, agents and affiliates to cooperate with the City to ensure the local use tax is allocated to City of Pittsburg.

To assist City in its efforts to ensure that the full amount of such local sales/use tax is allocated to the City, Shryne or its General Contractor shall provide City with a quarterly spreadsheet, which includes a list of all subcontractors, agents or affiliates with contracts in excess of the amount set forth above, a description of all applicable work, and the dollar value of such subcontracts or agreements. City or City's consultant may use the information provided it to contact each contractor, subcontractor, agent or affiliate to determine which may qualify to register the jobsite for allocation of the local use tax to the City of Pittsburg.

7.10 Amendments by City Manager. The City Manager may, at any time, require amendments to this agreement in order to protect the public health and safety or to ensure consistency with applicable government regulations, including but not limited to the PMC, state law, or federal law.

8. OBLIGATIONS OF CITY.

In consideration of Shryne entering into this Agreement, City has agreed to the following with respect to the operation of the Business:

8.1 Processing. Upon satisfactory completion by Shryne of all required preliminary actions to the satisfaction of City, City shall promptly commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement.

9. AMENDMENTS.

9.1 Major Amendments. A “Major Amendment” shall be any modification that makes a substantive change, modification, or deviation in the terms of this Agreement or any Exhibit(s) attached hereto and incorporated herein. Approval of any Major Amendment shall be authorized by formal action of the City Council.

9.2 Minor Amendments. A “Minor Amendment” shall be any modification that does not make a substantive change, modification, or deviation in the terms of this Agreement or any Exhibit(s) attached hereto and incorporated herein, including but not limited to changes that may be specifically cited within this agreement as minor amendments. Minor amendments may be approved by the prior written consent of the City Manager.

10. TRANSFERS AND ASSIGNMENTS.

The transfer or assignment of this Agreement shall require authorization by the City Manager. Prior to authorizing a transfer or assignment, the City Manager may require additional information be provided, including but not limited to, additional background checks, financial disclosures, private party transfer agreements, or such other measures as determined necessary. The reasonable costs incurred by City in connection with the transfer or assignment review shall be borne by Shryne. Any such additional measures required shall be at the sole expense of Shryne. Any unauthorized transfer or assignment of this Agreement shall be considered grounds for termination of this Agreement.

11. DEFAULT.

Subject to any extensions of time by mutual consent in writing, the failure or unreasonable delay by either party to perform any material term or provision of this

Agreement for a period of thirty (30) days after the dispatch of a written notice of default from the other party shall constitute a default under this Agreement. If the nature of the alleged default is such that it cannot be reasonable cured within such thirty (30) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

11.1 Notice of Default. Any Notice of Default given hereunder shall specify in detail the nature of the alleged default and the manner in which such default may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

11.2 General Default Remedies. After notice and expiration of the thirty (30) day period without cure, the non-defaulting party shall have such rights and remedies against the defaulting party as it may have at law or in equity, including, but not limited to, the right to terminate this Agreement.

11.3 Remedies Cumulative. Any rights or remedies available to the non-defaulting party under this Agreement and any other rights or remedies that such party may have at law or in equity upon a default by the other party under this Agreement, shall be distinct, separate, and cumulative rights and remedies, whether or not exercised by the non-defaulting party. The non-defaulting party may, in its discretion, exercise any and all of its rights and remedies, at once or in succession, at such time or times as the non-defaulting party considers appropriate.

11.4 Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the parties hereto.

11.5 No Damages Relief Against City. The parties acknowledge that City would not have entered into this Agreement had it been exposed to damage claims from Shryne for any breach thereof. As such, the parties agree that in no event shall Shryne be entitled to recover damages against City for breach of this Agreement.

11.6 Effect of Shryne Default. No Commercial Cannabis Permit(s) shall be issued, and any existing Commercial Cannabis Permit(s) shall be suspended or revoked, after Shryne is determined by City to be in default of the terms and conditions of this Agreement, and until such default is thereafter cured by Shryne or is waived by City.

11.7 Waiver. All waivers must be in writing to be effective or binding upon the waiving party, and no waiver shall be implied from any omission by a party to take any action with respect to a of default. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party shall not constitute waiver of such party's right to demand strict compliance by such other party in the future.

11.8 Scope of Waiver. No express written waiver of any default shall affect any other default, or cover any other period of time specified in such express waiver.

11.9 Attorney's Fees. Should legal action be brought by either party for breach of this Agreement or to enforce any provision herein, the prevailing party in such action shall be entitled to reasonable attorney's fees, court costs and such other costs as may be fixed by the court.

11.10 Venue. In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the State courts of the County of Contra Costa, or in the United States District Court for the Northern District of California, as consistent with applicable law.

11.11 Survival. Notwithstanding termination of this Agreement for any reason, whether under Section 5.3 or Section 12, Section 17 (Hold Harmless) and Section 18 (Indemnification) shall be continuing obligations of Shryne and shall survive this Agreement.

12. TERMINATION

12.1 Mutual Consent. This Agreement may be terminated in whole or in part by the mutual written consent of the parties.

12.2 Failure to Obtain or Maintain Required State or Local Licenses. If Shryne fails to obtain or maintain in effect all California and City licenses and permits required for the Business, City may terminate this Agreement.

12.3 Surrender or Revocation of Commercial Cannabis Permit. If Shryne voluntarily surrenders their Commercial Cannabis Permit, or if their Commercial Cannabis Permit is revoked by City, Shryne shall immediately cease all operations at the Business, and this Agreement shall terminate automatically, without further action required by either Party.

13. RELATIONSHIP OF PARTIES.

13.1 Independent Contractors. The parties agree that the Business is a private endeavor and that neither party is acting as the agent of the other in any respect hereunder.

13.2 No Joint Venture or Partnership. City and Shryne hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Shryne joint venturers or partners.

13.3 No Third Party Beneficiaries. The only parties to this Agreement are Shryne and City. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever.

13.4 Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Agreement. Therefore any ambiguities or uncertainties are not to be construed against or in favor of either party.

14. APPLICABLE LAW AND REGULATIONS.

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

14.1 General. Shryne shall at all times comply fully with all current and future State and City laws and regulations applicable to Shryne's Business, and shall ensure such compliance by all of Shryne's employees, contractors, vendors, and members of the public invited or allowed access to the Business.

14.2 State License. Shryne shall promptly apply for and obtain all State licenses required for the Business's operations. Failure to obtain and maintain required State license(s) during the term of this Agreement shall constitute a default, and shall be grounds for termination of this Agreement.

15. CANNABIS BUSINESS TAX.

Shryne agrees to and acknowledges all provisions found in Chapter 3.10 of the Municipal Code.

15.1 Cannabis Business Tax. Shryne agrees to pay City a cannabis business tax of five percent (5%) applied to all gross receipts resulting from the sale of cannabis products or other merchandise on a monthly basis. "Gross receipts" shall have the same meaning as set forth in Chapter 3.10 of the Municipal Code. Payment for the preceding month must be delivered to City by the last business day of the succeeding month. This tax shall be paid in addition to sales and/or use tax(es) normally charged for sales of products, including any additional sales tax(es) imposed by governmental entities, including but not limited the City of Pittsburg or Contra Costa County.

15.2 Late or Delinquent Tax Payments. Late or delinquent Cannabis Business Tax payments by Shryne shall be subject to the penalties and interest rates stated in Chapter 3.10 of the Municipal Code.

15.3 Deficiency Determinations. If City is not satisfied with the veracity of reports filed by Shryne regarding the Business's total gross receipts, City may compute and determine the amount of Cannabis Business Tax to be paid and make a deficiency determination upon the basis of the facts contained in the report(s), or upon the basis of any information in City's possession, or that may come become in City's possession within three years of the date the Cannabis Business Tax was originally due and payable. One or more deficiency determinations of the amount of Cannabis Business Tax due for a period or periods may be made.

15.4 Appeal. Shryne may appeal City's deficiency determination to City

Council by filing notice of appeal with the City Clerk within fifteen (15) days of the serving or mailing of the determination of the Cannabis Business Tax due. The City Council shall fix a time and place for hearing such appeal and the City Clerk shall give notice in writing to Shryne. The findings of the City Council shall be final and conclusive. Any amount found to be due shall be immediately due and payable.

15.5 Record Retention. Shryne shall keep, maintain, and preserve all records that may be necessary to determine the amount of Cannabis Business Tax owed by the Business for a period of three (3) years. City shall have the right to inspect such records at all reasonable times.

15.6 Cannabis Business Tax is debt to City. The amount of any Cannabis Business Tax , penalties, and interest imposed by this Agreement is deemed to be a debt to City. City may seek all remedies legally available to City, to recover any unpaid debts by Shryne.

15.7 Cannabis Business Tax Survival. Notwithstanding any other section of this Agreement, future legislation: decision(s) or other actions by any court of competent jurisdiction; local, regional, state, or federal regulatory action; or any other mechanism that invalidates or otherwise limits the applicability of the Cannabis Business Tax, Shryne expressly agrees to pay City the Cannabis Business Tax in the amounts, and in the manner set forth in this Section 15.

16. SUBSEQUENT LAWS OR JUDICIAL ACTION.

The provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new law or decision issued by a court of competent jurisdiction, enacted or made after the effective date which prevents or precludes compliance with one or more provisions of this Agreement. Immediately after enactment of any such new law, or issuance of such decision, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement.

17. HOLD HARMLESS.

Shryne hereby agrees to, and shall defend, save, and hold City and its elected and appointed boards, commissions, officers, agents, and employees, harmless from any and all claims, costs and liability for any damages, personal injury or death, which may arise directly or indirectly from Shryne’s operations under this Agreement.

18. INDEMNIFICATION.

Shryne agrees to indemnify, defend, and hold harmless City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person not a party to this Agreement

challenging the validity of the Agreement or any action arising out of or stemming from this Agreement. Shryne may select its own legal counsel to represent Shryne's interests at Shryne's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Shryne shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorney's fees expended by City in defense of any such action or other proceeding, plus staff and attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Shryne agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney's fees and time referenced herein.

18.1 Shryne's Release of City. Shryne, on behalf of itself and anyone claiming by, through or under Shryne hereby waives its right to recover from and fully and irrevocably releases City, and their council members, board members , employees, officers , directors, representatives, and agents (the "Released Parties") from any and all claims, responsibility and/or liability that Shryne may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to: (i) the condition (including any construction defects , errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Business, or its suitability for any purpose whatsoever, (ii) any presence of Hazardous Materials, and (iii) any information furnished by the Released Parties under or in connection with this Agreement.

18.2 Scope of Release. The release set forth in Section 18 hereof includes claims of which the Shryne is presently unaware or which Shryne does not presently suspect to exist which, if known by Shryne, would materially affect Shryne's release of the Released Parties. Shryne specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, Shryne agrees, represents and warrants that Shryne realizes and acknowledges that factual matters now unknown to Shryne may have given or may hereafter give rise to causes of action, claims , demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Shryne further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Shryne nevertheless hereby intends to release, discharge and acquit City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, Shryne, on behalf of itself and anyone claiming by, through or under Shryne, hereby assumes the above-mentioned risks and hereby expressly waives any right Shryne and anyone claiming by, through or under Shryne, may have under Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Shryne's Initials: _____

Notwithstanding the foregoing, this release shall not apply to, nor shall City be released from, City's actual fraud or misrepresentation.

18.3 Separate Agreement. The parties agree that Section 18 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 18, which shall survive such invalidation, nullification, or setting aside.

19. LIABILITY INSURANCE.

Shryne shall maintain, or cause to be maintained, in force during the term of this Agreement, public liability and property damage insurance, including personal injury, contractual, and owned and non-owned vehicles and equipment, with such coverage and limits as may be reasonably requested by City from time to time, but in no event for less than the sum of one million dollars aggregate ($2,000,000) per occurrence and two million dollars ($4,000,000) in the aggregate.

19.1 Public Liability Insurance. Public liability insurance policy or policies shall name City as an additional insured, and any policy or policies shall contain cross-liability endorsements. An endorsement shall be provided which states the coverage is primary insurance and that no other insurance affected by City will be called upon to contribute to a loss under this coverage.

19.2 Certificate of Endorsement. Shryne shall provide City with a certificate and endorsement, in forms satisfactory to City, evidencing such insurance coverage or coverages shall be filed with City prior to construction of the Project, and the certificate and endorsement shall provide that such insurance coverage will not be cancelled or reduced without at least thirty (30) days prior written notice to City.

19.3 Coverage Reduction of Cancellation. Shryne shall, within fifteen (15) days after receipt of written notice from City of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Shryne's expense, and Shryne shall promptly reimburse City for such expense upon receipt of billing from City.

20. NOTICES.

Any notice or communication required hereunder between the parties shall be in writing, and may be delivered either personally or by registered mail, return-receipt requested. Notice, whether given by registered mail or personal delivery, shall be deemed to have been given and received on the actual receipt by any of the addresses designated below as the party to whom notices are to be sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in

substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

Notices to City shall be addressed to:	City of Pittsburg Attn: City Manager 65 Civic Avenue Pittsburg, CA 94565
With copies to:	City of Pittsburg Attn: City Attorney 65 Civic Avenue Pittsburg, CA 94565
Notices to Shryne shall be addressed to:	_____ _____ _____ _____

21. SEVERABILITY.

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

22. ENTIRE AGREEMENT

This Agreement contains all the representations and the entire agreement between the parties with respect to the subject matter hereof.

23. COUNTERPARTS.

This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

SIGNATURES ON FOLLOWING PAGE

//

Executed at Pittsburg, California on _____.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the dates written above.

CITY OF PITTSBURG,
a municipal corporation

Garrett Evans, City Manager

ATTEST:

Alice E. Evenson, City Clerk

APPROVED AS TO FORM:

Donna Mooney, City Attorney

Shryne Pittsburg LLC dba Stiiizy Pittsburg, a California Limited Liability Corporation

Name:

Title:

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES

DATE: November 1, 2021

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

CITY COUNCIL.AGENCY MEMBERS
Marilyn Craft, Mayor/Chair
Holland Barrett White, Vice-Mayor/Chair
Shanelle Scales-Preston, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
Jelani Killings, 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)

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for November 1, 2021 was conducted electronically for Closed Session and through Zoom with broadcasting live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber was not open for the meeting. Council Members participated electronically or through Zoom and were not physically present in the Council Chamber.

Mayor Craft called the Meeting of the City Council to order at 7:01 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening in Closed Session at 6:05 P.M. for the following items:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Section 54956.8:

Property: Montezuma Street (APN 085-020-004): Negotiators for City: Garrett Evans, Maria Aliotti; Negotiating Parties: Frank Macaluso, as Trustee of the Frank P. Macaluso 2015 Living Trust, U/A dated October 19, 2015; Under Negotiation: both price and terms of payment

2. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

Employee organizations: American Federation of State, County, and Municipal Employees Local 512 Management/Professional/Confidential Unit and Miscellaneous A Unit; Pittsburg Police Officers' Association; Pittsburg Police Managers Group; Teamsters Local 856; International Brotherhood of Electrical Workers Local 1295

Unrepresented employees: Management Group; Senior Executive Team

ROLL CALL

Vice-Mayor White was absent and excused.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PROCLAMATION

3. Veterans Day

PRESENTATION

4. Homeless Shower Program

CITY MANAGER REPORTS/REMARKS

City Manager Evans reported on COVID-19 management and upcoming City events.

PUBLIC COMMENTS

There were no public comments.

COMMITTEE REPORTS

There were no committee reports.

CITY COUNCIL MEETING

CONSIDERATION

5. Adoption of Resolutions Making Findings in Support of Continuing to Hold Public Meetings by Teleconference Pursuant to California Government Code Section 54953(e)

On Motion by Member Craft, seconded by Member Scales-Preston to adopt and carried by the following vote:

AYES: Banales, Scales-Preston, Craft
NOES: Killings
ABSENT: White

6. Adoption of a City Council Resolution to Authorize the City Manager to Execute an Amendment to the Master Services Agreement with OpenCounter Enterprises Inc.

On Motion by Member Banales, seconded by Member Killings to adopt and carried by the following vote:

AYES: Banales, Killings, Scales-Preston, Craft
ABSENT: White

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

On Motion by Member, seconded by Member Scales-Preston to recess January 3, 2022 and carried by the following vote:

AYES: Banales, Killings, Scales-Preston, Craft
ABSENT: White

CONFLICT OF INTEREST STATEMENT

There were no conflicts of interest statements.

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

On Motion by Member Killings, seconded by Member Scales-Preston to adopt and carried by the following vote:

AYES: Banales, Killings, Scales-Preston, Craft
ABSENT: White

8. Minutes of October 18, 2021

9. Adoption of a City Council Resolution to Amend Management Group and Senior Executive Team Salary and Benefit Schedules

10. Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for Employees in the Pittsburg Police Officers' Association for the Period July 1, 2021–June 30, 2022

11. Adoption of Ordinances Amending Title 18 of the Pittsburg Municipal Code Related to Large Family Daycares, Vehicle Parking Requirements, and Other Miscellaneous Text Amendments

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

Member Scales-Preston thanked staff for their work in organizing the Naturalization ceremony in the City. She also thanked Member Banales for championing the Digital Office for New Americans Center when he was Mayor. She attended The Spoken Word at Pittsburg High School. She also attended the special ceremony tribute for Danyelle Luckey by the Fallen Soldiers Northwest – Memorial Torch Motorcycle Ride.

Member Banales thanked staff for coordinating the Naturalization ceremony.

Mayor Craft stated she and Member Scales-Preston along with Member Banales attended the Naturalization ceremony for 25 new Americans, 6 of whom were Pittsburg residents. She also attended The Spoken Word at Pittsburg High School, the City's Trick or Treat event, and the Danyelle Luckey tribute.

ADJOURNMENT

The City Council adjourned at 8:26 P.M. to November 15, 2021.

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 Authorizing the Vacation of 343 square feet of Right-of-Way on West Leland Road

MEETING DATE: November 15, 2021

EXECUTIVE SUMMARY

The City acquired land as right-of-way to extend West Leland Road east of San Marco Boulevard. The constructed improvements resulted in a surplus of 343 square feet of right-of-way. If approved, the resolution will vacate this portion of land in order to reconcile the public right-of-way limits of West Leland Road.

FISCAL IMPACT

None from this action.

RECOMMENDATION

City Council adopt the attached Resolution declaring 343 square feet of street right-of-way on West Leland Road, near the southeast corner of San Marco Boulevard, is no longer needed and ordering the vacation of City owned right-of-way.

BACKGROUND

In 2000, the City acquired the road right-of-way with the map for Subdivision 7362 San Marco Unit 1. The final roadway improvements for West Leland Road were completed in 2008. However, the roadway right-of-way limits were not reconciled at that time, and the improvements resulted in a surplus of 343 square feet of right-of-way.

On October 12, 2021, the Planning Commission adopted Resolution No. 10177 determining the proposed vacation of this remainder is consistent with the City's General Plan.

The vacation proceeding was conducted in accordance with Government Code Section 65402 (a), Streets & Highways Code Sec. 8335.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Surveys of the future San Marco Commercial area have found 343 square feet of excess street right-of-way within the project's development area. In addition, 1,693 square feet of roadway frontage improvements lie within the boundaries of the private property.

The roadway vacation and acceptance of land dedication, as shown on Exhibit A and described on Exhibit B attached to this report, are necessary to reconcile the limits of roadway right-of-way

ATTACHMENTS: Resolution
Exhibit A Legal Description
Exhibit B Site Plan

Report Prepared By: Jolan Longway
Clean Water Program Coordinator

EXHIBIT'A'
LEGAL DESCRIPTION
RIGHT OF WAY DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE-STREET VACATION

BEING A PORTION OF WEST LELAND ROAD RIGHT OF WAY AS SHOWN ON THE MAP OF SUBDIVISION 7362 FILED ON DECEMBER 29, 2000 IN BOOK 427 OF MAPS AT PAGE 48 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF SAN MARCO BOULEVARD AND WEST LELAND ROAD, THENCE ALONG THE CENTERLINE OF WEST LELAND ROAD SOUTH 87°07'01" EAST, 72.00 FEET;

THENCE LEAVING SAID CENTERLINE SOUTH 02°52'59" WEST, 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF WEST LELAND ROAD, SAID POINT BEING THE END OF A CURVE WITH A RADIUS OF 20 FEET;

THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 87°07'01" EAST, 4.01 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 75°48'25" WEST, 30.59 FEET;

THENCE SOUTH 87°07'01" EAST, 40.13 FEET;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 13°10'03", AND AN ARC LENGTH OF 45.96 FEET;

THENCE SOUTH 81°34'23" WEST, 3.78 FEET;

THENCE NORTH 87°07'01" WEST, 51.98 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 343 SQUARE FEET OF LAND, MORE OR LESS.

EXHIBIT'A'
LEGAL DESCRIPTION
RIGHT OF WAY DEDICATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL TWO-RIGHT OF WAY DEDICATION

BEING A PORTION OF PARCEL 'A' AS SAID PARCEL IS SHOWN ON THE MAP OF SUBDIVISION 7362 FILED ON DECEMBER 29, 2000 IN BOOK 427 OF MAPS AT PAGE 48 AND A PORTION OF PARCEL 'A' AS SAID PARCEL IS SHOWN ON THE MAP OF SUBDIVISION 8649 FILED ON SEPTEMBER 6, 2002 IN BOOK 446 OF MAPS AT PAGE 47 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF SAN MARCO BOULEVARD AND WEST LELAND ROAD, THENCE ALONG THE CENTERLINE OF WEST LELAND ROAD SOUTH 87°07'01" EAST, 161.70 FEET;

THENCE LEAVING SAID CENTERLINE SOUTH 02°53'07" WEST, 55.26 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF WEST LELAND ROAD AND THE POINT OF BEGINNING;

THENCE, ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 16°03'02" WEST 200.00 FEET, THROUGH A CENTRAL ANGLE OF 00°33'33", AND AN ARC LENGTH OF 1.95 FEET;

THENCE, ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 13°43'36", AND AN ARC LENGTH OF 35.94 FEET;

THENCE SOUTH 87°07'01" EAST, 60.78 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 140.00 FEET, THROUGH A CENTRAL ANGLE OF 16°35'15", AND AN ARC LENGTH OF 40.53 FEET;

THENCE, ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 16°49'08", AND AN ARC LENGTH OF 29.35 FEET;

THENCE, ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 1600.00 FEET, THROUGH A CENTRAL ANGLE OF 10°40'13", AND AN ARC LENGTH OF 297.97 FEET;

THENCE NORTH 76°12'55" WEST, 62.01 FEET;

THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 950.00 FEET, THROUGH A CENTRAL ANGLE OF 10°54'06", AND AN ARC LENGTH OF 180.76 FEET;

THENCE NORTH 87°07'01" WEST, 196.47 FEET;

THENCE SOUTH 81°34'23" WEST, 26.81 FEET TO THE POINT OF BEGINNING

CONTAINING 1,693 SQUARE FEET OF LAND, MORE OR LESS

8-10-21

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Summarily Vacating 343 Square Feet	)	
Of Right of Way at West Leland Road	)	RESOLUTION NO. 21-
East of San Marco Boulevard	)	

WHEREAS, prior to 2008 the City of Pittsburg accepted a dedication of property for the construction of West Leland Road on the Final Map for San Marco Unit 1; and

WHERAS, staff has identified 343 square feet of the dedication, as described in Exhibit A and shown on Exhibit B to this Resolution, as unnecessary for street purposes; and

WHEREAS, California Streets & Highways Code Section 8334 authorizes summary vacation of excess right of way, and Government Code Section 66477.2 authorizes summary vacation of a street when an offer of dedication is provided for on a subdivision map; and

WHEREAS, the excess portion of the right of way lies within the boundaries of private property to be developed as the San Marco Commercial area; and

WHEREAS, the excess portion is not needed for street purposes; and

WHEREAS, pursuant to Government Code 65402, the Planning Commission approved Resolution No. 10177 on October 12, 2021, confirming that the vacation of 343 square feet of right-of-way is consistent with the Pittsburg General Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby:

1. Finds the above recitals true and correct and incorporates them herein.

2. Finds the 343 square feet of right-of-way as described in Exhibit A and shown on Exhibit B is in excess of the City's needs for immediate or future street.

3. Summarily vacates the excess portion of right-of-way as described in Exhibit A and shown on Exhibit B.

4. Authorizes and directs the City Clerk to cause a certified copy of this Resolution with Exhibits A and B to be recorded in the office of the Contra Costa County Recorder.

5. Orders that the vacation of the excess portion of right-of-way shall be effective the date this Resolution is recorded.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of November, 2021 by the following vote:

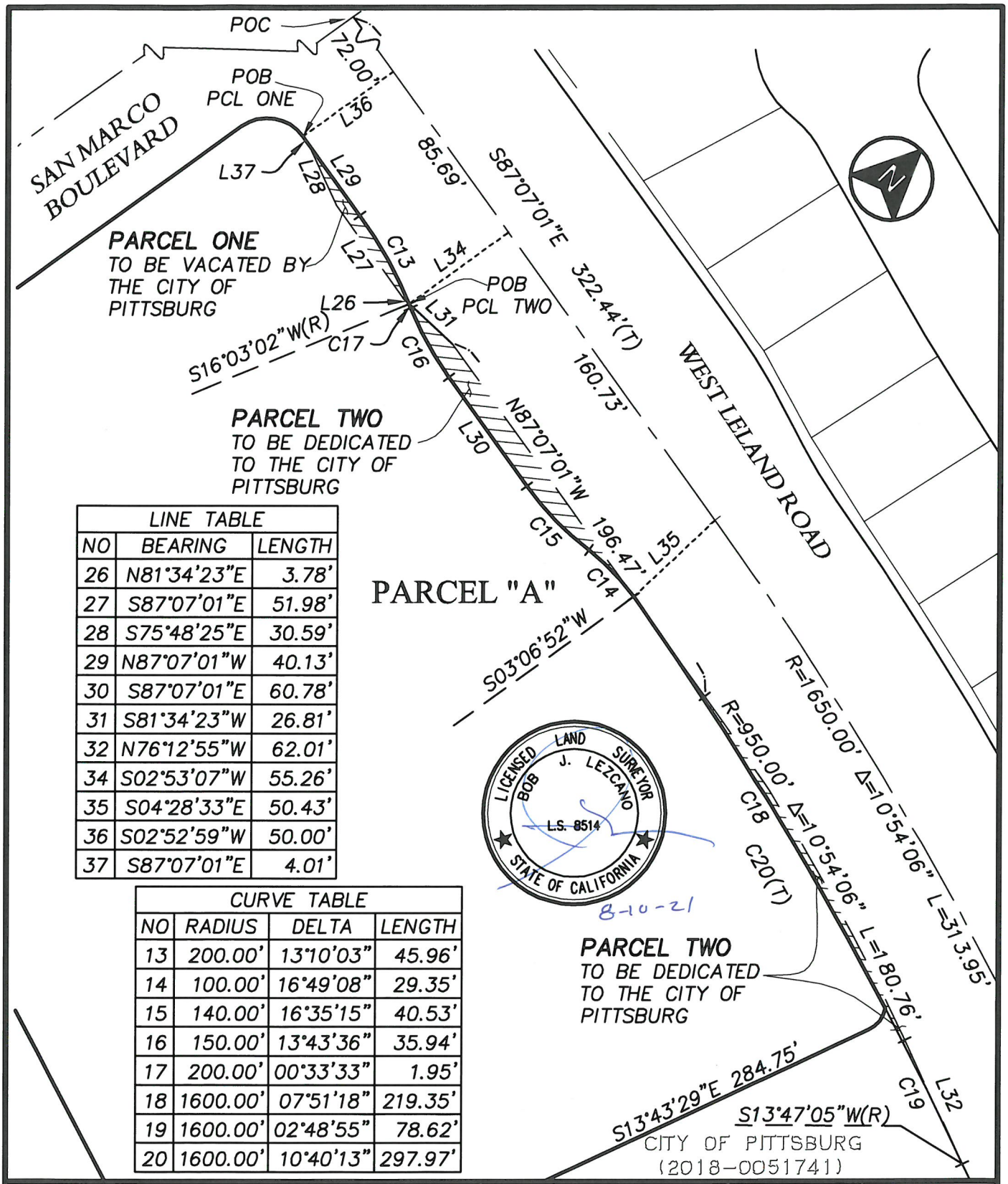
AYES:

NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk



LINE TABLE		
NO	BEARING	LENGTH
26	N81°34'23"E	3.78'
27	S87°07'01"E	51.98'
28	S75°48'25"E	30.59'
29	N87°07'01"W	40.13'
30	S87°07'01"E	60.78'
31	S81°34'23"W	26.81'
32	N76°12'55"W	62.01'
34	S02°53'07"W	55.26'
35	S04°28'33"E	50.43'
36	S02°52'59"W	50.00'
37	S87°07'01"E	4.01'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
13	200.00'	13°10'03"	45.96'
14	100.00'	16°49'08"	29.35'
15	140.00'	16°35'15"	40.53'
16	150.00'	13°43'36"	35.94'
17	200.00'	00°33'33"	1.95'
18	1600.00'	07°51'18"	219.35'
19	1600.00'	02°48'55"	78.62'
20	1600.00'	10°40'13"	297.97'

APEX
CIVIL ENGINEERING & LAND SURVEYING
817 Arnold Drive Ste. 50
Martinez, CA 94553
Ph: (925) 476-8499

EXHIBIT 'B'

PLAT TO
ACCOMPANY LEGAL
DESCRIPTION

DRAWN BY:	SHEET
BJL	1 OF 1
PROJECT NO: 18062	
SCALE: 1"=60'	DATE: 8-3-21

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Receive and File the Treasurer's Report for the Quarter Ending September 30, 2021

MEETING DATE: November 15, 2021

EXECUTIVE SUMMARY

Attached is the Treasurer's Report for the fiscal quarter ending September 30, 2021. The report includes the combined detailed information of the City and the Successor Agency's (Agency) investments, which are compliant with the City's and Agency's Investment Policies.

FISCAL IMPACT

Net investment income for the quarter ending September 30, 2021, was $96,520 which includes regular earnings and market value adjustments as required by Governmental Accounting Standards Board Statement Number 31.

The City's and Agency's expenditure requirements for the next six months are covered by anticipated revenues from operations and maturing investments.

RECOMMENDATION

City Council accept the Treasurer's Report for the quarter ending September 30, 2021, for information purposes only.

BACKGROUND

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

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

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

The City and the Agency's investment portfolio market value decreased by $39.9 million during the first quarter of FY 2021-22. The primary decrease was due to payments of Successor Agency debt service obligations and City's pension expense.

	Cash and Investments as of 06/30/21	09/30/21	Variance	Market Value 09/30/21
City Managed	$ 134,325,108	$ 93,348,463	$ (40,976,645)	$ 93,343,907
Advisor Managed	62,255,066	63,287,215	1,032,149	63,702,608
TOTAL	$ 196,580,174	$156,635,678	$ (39,944,496)	$ 157,046,515

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

The Core Portfolio represents the City's cash reserves. Its return objective is to enhance both interest income and principal value as measured by total return. Total return reflects the value added to the portfolio for a period of time from interest income, realized gains and losses, as well as unrealized gains and losses. The portfolio's total return for the quarter was 0.08%, comparing to the City performance benchmark of 0.06%, the Intercontinental Exchange Bank of America Merrill Lynch (ICE BAML) 1-3 Year U.S. Treasury/Agency Index. Since inception (7/31/2018), the portfolio's total return through quarter end is 2.71%, which slightly overperformed the benchmark return of 2.56% for the same period.

Governmental Accounting Standards Board Statement 31 requires the City to recognize the fair market value of its investments at the end of each fiscal year. The market values of investments included in this report were obtained from the State Controller's office for Local Agency Investment Funds (LAIF), and from the City's registered investment advisor and bond trustees for longer-term investments. Market values change on a daily basis. The change in market value is considered temporary in nature, as the City mostly holds its investments until maturity, when they can be redeemed at par value.

Attached is the Chandler Asset Management (CAM) Investment Report detailing an economic update, account profile and investment activity for the quarter ending September 30, 2021.

ATTACHMENTS: Letter from City Treasurer
Investment Report by Chandler Asset Management

Report Prepared By: Christina Nguyen, Accountant I
Report Reviewed By: Laura Mendez, Finance Manager of Reporting

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

October 26, 2021

Honorable Mayor and City Council:

I have reviewed the City of Pittsburg's Treasury Report for the quarter ending September 30, 2021 and find that it complies with the Investment Policy established by my office.

Sincerely,

Nancy Parent
City Treasurer

CHANDLER ASSET MANAGEMENT

City of Pittsburg

Period Ending September 30, 2021

CHANDLER ASSET MANAGEMENT, INC. | 800.317.4747 | www.chandlerasset.com

Table of Contents

As of September 30, 2021

SECTION 1	**Economic Update**
SECTION 2	**Account Profile**
SECTION 3	**Consolidated Information**
SECTION 4	**Portfolio Holdings**
SECTION 5	**Transactions**

Section 1 | Economic Update

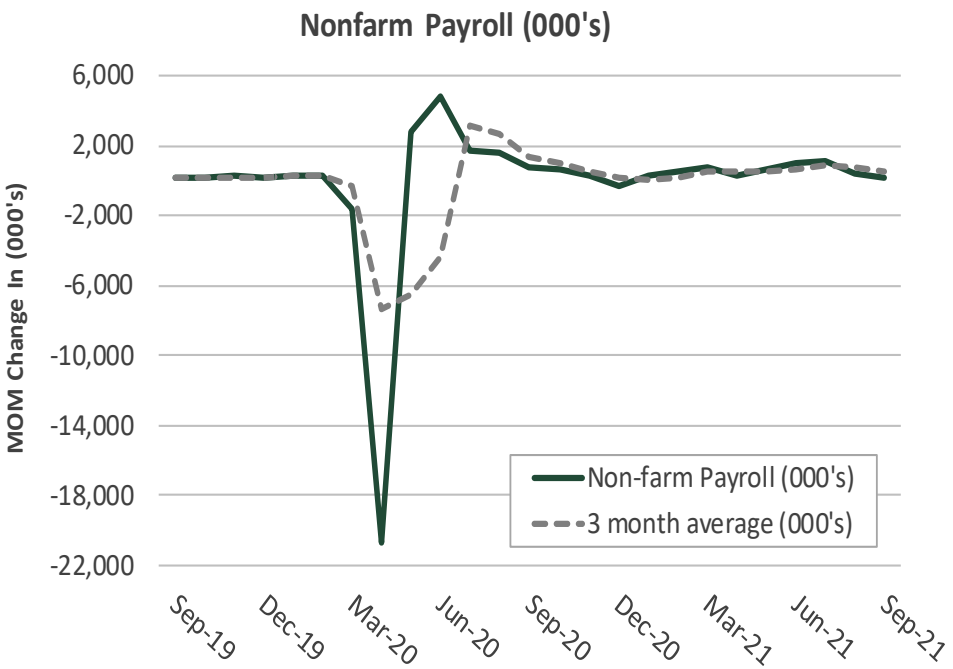
Economic Update

- The ongoing health crisis and related supply chain bottlenecks continue to have a meaningful impact on economic data, but we believe the underlying momentum of the economy remains strong. Economic growth is expected to continue at an above-trend pace, fueled in part by ongoing tailwinds from fiscal support, accommodative monetary policy, and continued progress on vaccinations. Covid infection rates in the US and on a global basis are now declining, but supply chains remain dislocated and inflation readings continue to run hot. We expect supply chain bottlenecks will continue to put upward pressure on prices over the near- to intermediate-term but should improve next year.

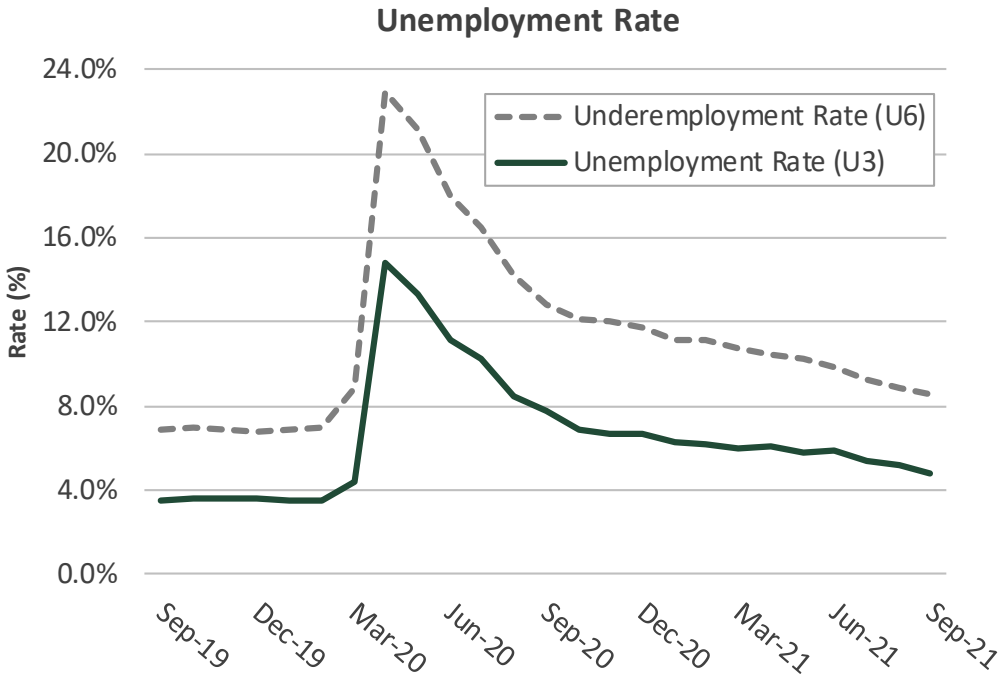
- Monetary policy remains highly accommodative, but the Fed is inching toward a path of policy normalization. The Federal Open Market Committee (FOMC) kept monetary policy unchanged at its September meeting but indicated that they are preparing to reduce the magnitude of their asset purchases. The fed funds target rate remains in the range of 0.0% to 0.25%. For now, the Fed continues to purchase $80 billion of Treasuries per month, and $40 billion of agency mortgage-backed securities per month. However, the Fed is widely expected to make the official announcement about tapering asset purchases at the next FOMC meeting in early November. Nevertheless, the Fed remains patient with their outlook for rate hikes, and Fed Chair Powell has indicated that policymakers would not consider a rate hike until sometime after the tapering process is complete in mid-2022. The median estimate among Fed policymakers calls for one 25 basis point rate hike in 2022. We believe the Fed's slow and steady withdrawal of monetary policy accommodation will remain supportive of an improving labor market and growing economy.

- The Treasury yield curve steepened in September. The 10-year Treasury yield rose nearly 18 basis points in September to 1.49%, while the 2-year Treasury yield rose about seven basis points to 0.28%. We believe some of the factors that put downward pressure on longer-term rates over the summer including concerns about the Delta COVID-19 variant, market technicals, and uneven global vaccination rates, have started to ease. We expect the front-end of the curve to remain anchored near zero over the near-term and believe the yield curve may be poised for further steepening. At the end of September, the 10-year Treasury yield was down about 25 basis points from its high this year in March.

Employment



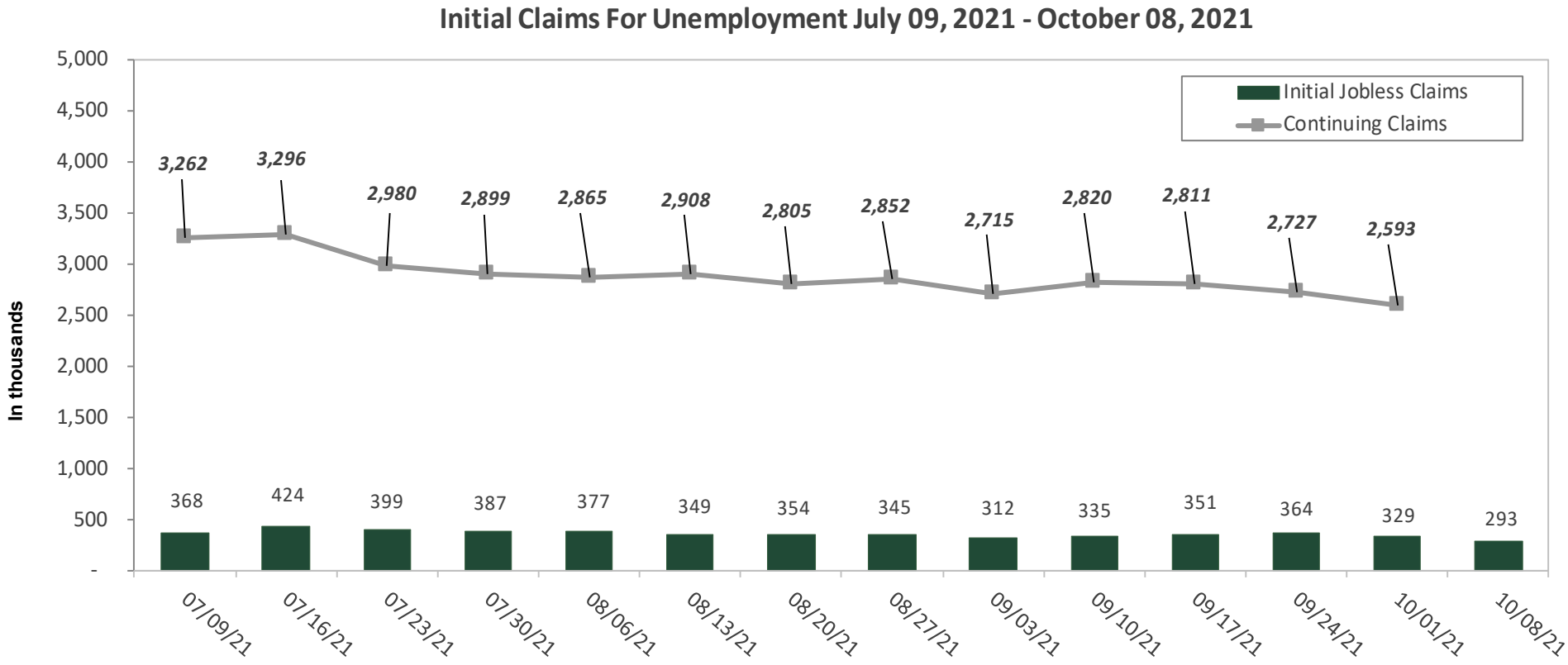
Source: US Department of Labor



Source: US Department of Labor

Job growth was weaker than expected in September, but the unemployment rate fell below 5% for the first time since March 2020. U.S. nonfarm payrolls increased by 194,000 in September, versus the consensus forecast of 500,000. However, July and August payrolls were revised up a total of 169,000. On a trailing 3-month and 6-month basis, payrolls increased at a solid pace, up an average of 550,000 and 582,000 per month, respectively. The U-3 unemployment rate declined to 4.8% in September from 5.2% in August, a bigger decline than expected. The labor participation rate declined slightly to 61.6% in September but the employment-population ratio increased modestly to 58.7%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons, declined to 8.5% in September from 8.8% in August. Annualized average hourly earnings were up by 4.6% in September versus 4.0% in August, reflecting strong wage growth driven in part by the ongoing imbalance in the supply and demand for labor. Although labor force participation has been slow to recover and more than 7.6 million people remain unemployed, the labor market has made significant progress over the past year.

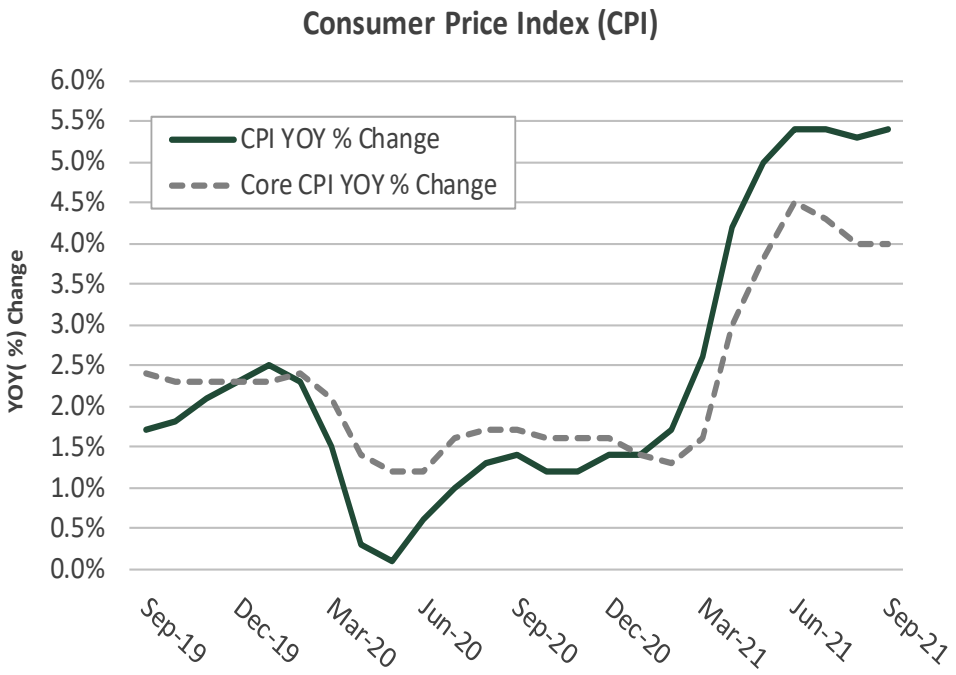
Initial Claims for Unemployment



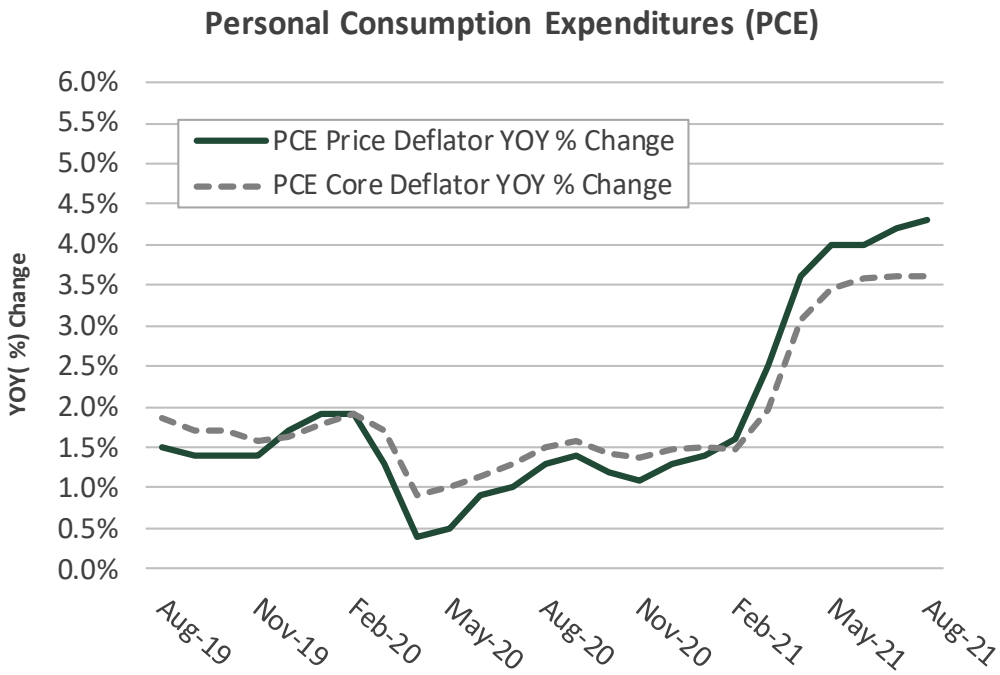
Source: US Department of Labor

In the most recent week, the number of initial jobless claims was 293,000 versus 329,000 in the prior week. The level of continuing unemployment claims (where the data is lagged by one week) declined to 2.593 million from 2.727 million in the prior week. Continuing jobless claims have declined significantly from the peak of nearly 25 million in May 2020, but they remain above the 2019 (pre-pandemic) average of 1.7 million.

Inflation



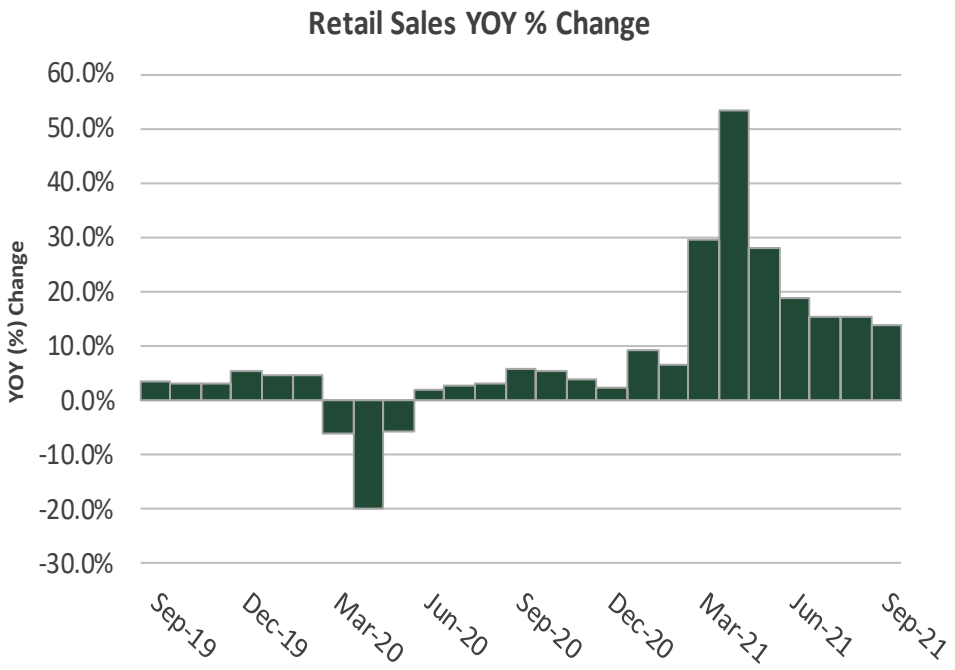
Source: US Department of Labor



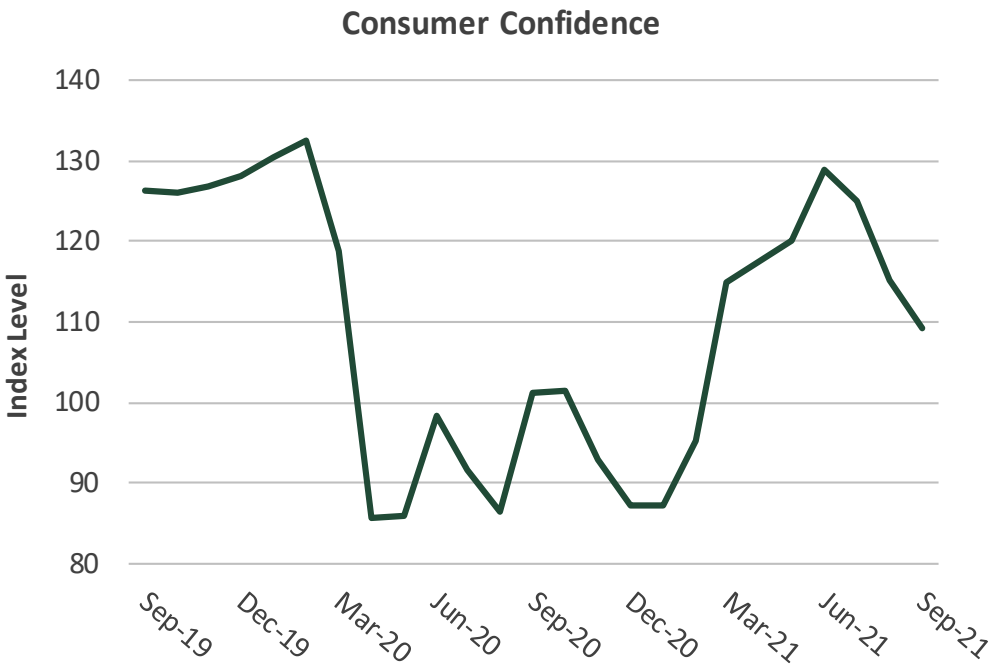
Source: US Department of Commerce

The Consumer Price Index (CPI) was up 5.4% year-over-year in September, versus up 5.3% year-over-year in August. Core CPI (CPI less food and energy) was up 4.0% year-over-year in September (in line with expectations), unchanged from August. The Personal Consumption Expenditures (PCE) index was up 4.3% year-over-year in August, versus up 4.2% in July. Core PCE was up 3.6% year-over-year in August, unchanged from July. Current inflation readings are running well above the Fed's longer-run target of around 2.0%. While the Fed believes many of the factors fueling higher inflation will be temporary, the upward pressure on inflation from supply chain bottlenecks and pandemic-related disruptions is likely to remain elevated over the near-term.

Consumer



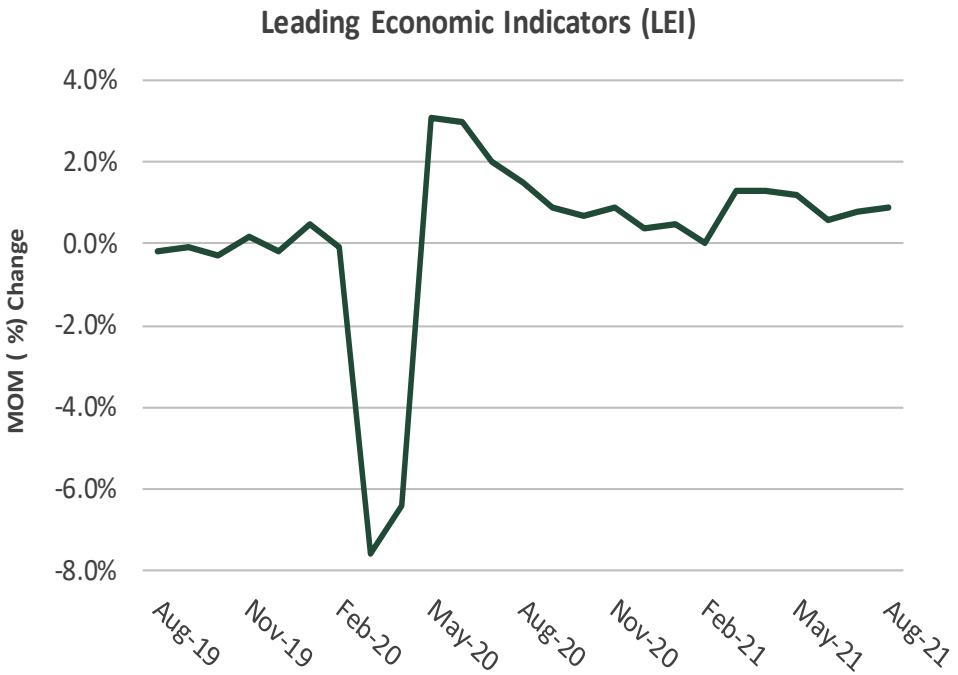
Source: US Department of Commerce



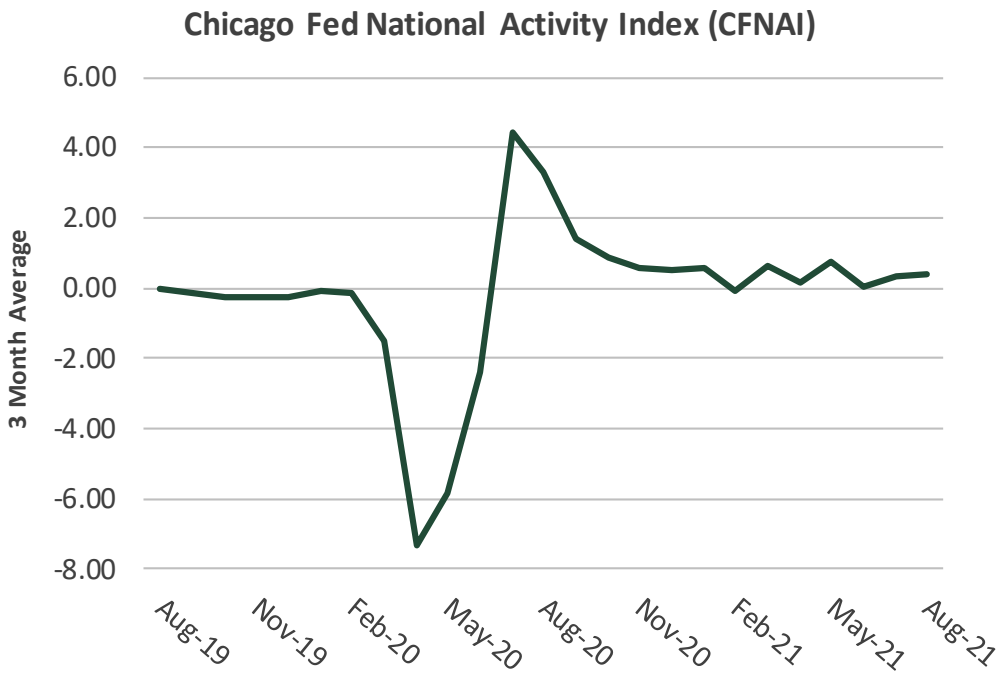
Source: The Conference Board

On a year-over-year basis, retail sales were up 13.9% in September versus up 15.4% in August. On a month-over-month basis, retail sales were stronger than expected in September, up 0.7% versus expectations of a 0.2% decline. Overall, retail sales trends remain healthy which bodes well for the holiday shopping season. The Consumer Confidence index declined to 109.3 in September from 115.2 in August. While we believe consumers continue to have the propensity to spend, concerns about the Delta variant, uncertain government policies, supply chain disruptions, and higher energy prices are weighing on consumers' moods.

Economic Activity



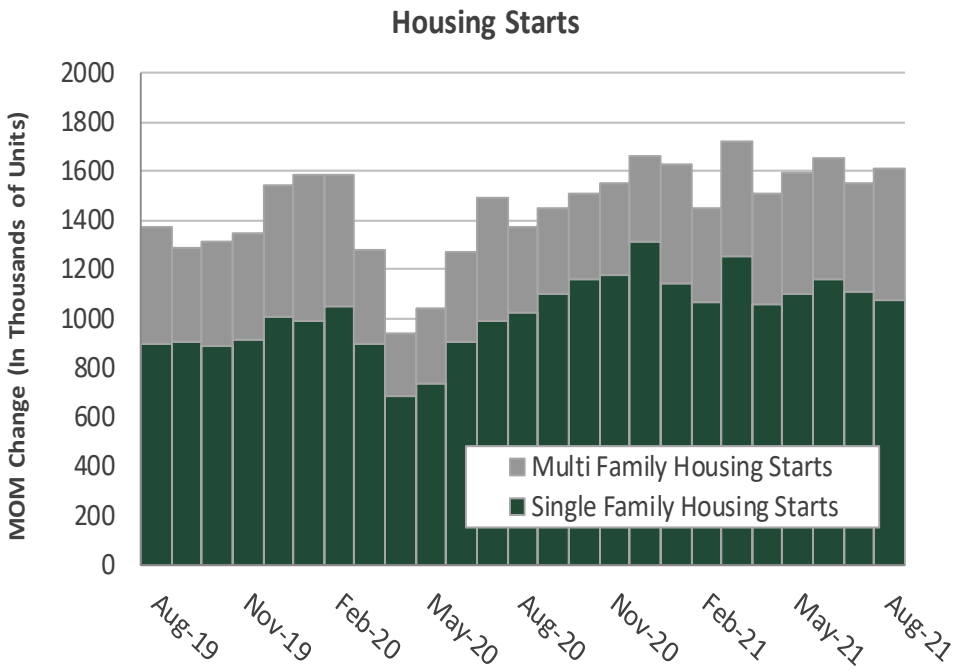
Source: The Conference Board



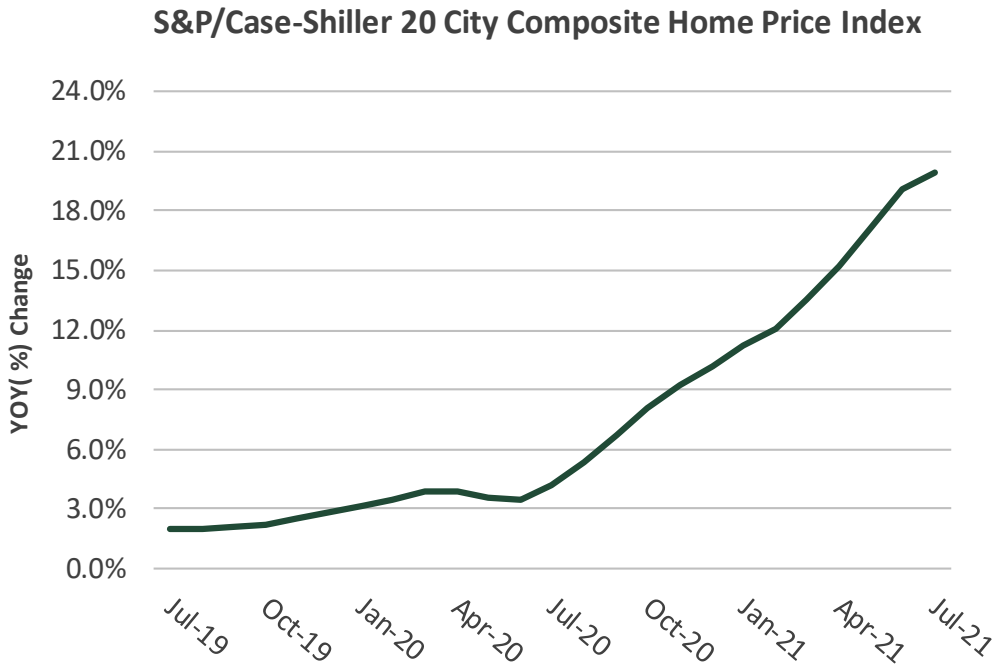
Source: Federal Reserve Bank of Chicago

The Conference Board's Leading Economic Index (LEI) increased 0.9% month-over-month in August (slightly above expectations), following a 0.8% increase in July. On a year-over-year basis, the LEI was up 10.0% in August. According to the Conference Board, the LEI's sharp increase in August suggests the economy is on a rapidly rising trajectory. The Conference Board is forecasting 6.0% GDP growth for 2021 and 4.0% GDP growth in 2022. Meanwhile, the Chicago Fed National Activity Index (CFNAI) declined to 0.29 in August from 0.75 in July, pulled down by production and employment. However, on a 3-month moving average basis, the CFNAI improved to 0.43 in August from 0.36 in July. A reading above zero signals above-trend economic growth.

Housing



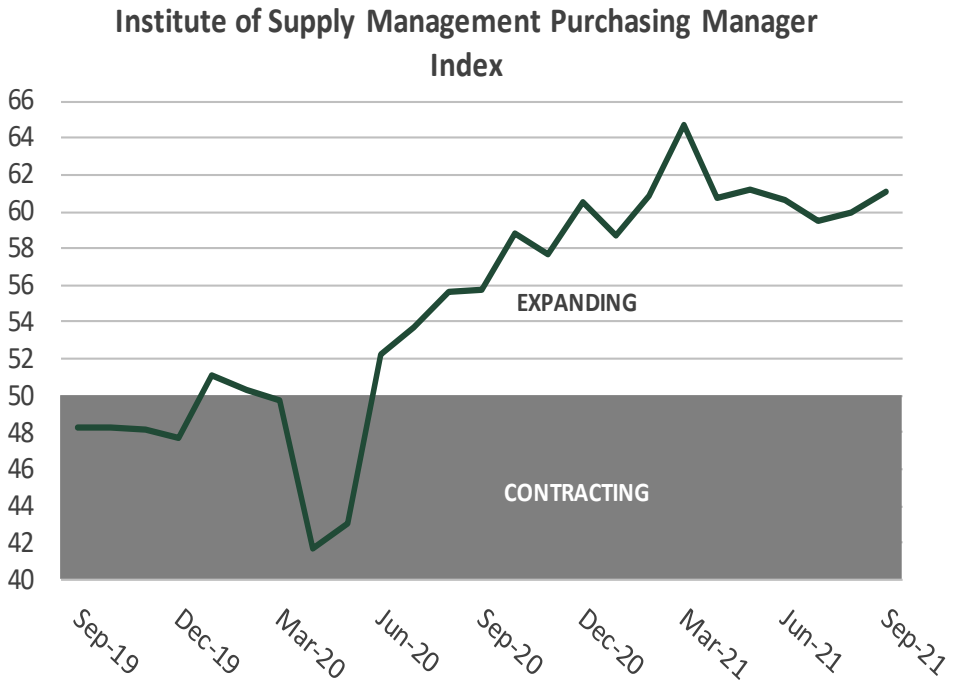
Source: US Department of Commerce



Source: S&P

Total housing starts increased 3.9% in August to an annual pace of 1,615,000, led by multi-family starts. Single-family starts declined 2.8% in August while multi-family starts rose 20.6%. On a year-over-year basis, housing starts were up 17.4% in August. According to the Case-Shiller 20-City home price index, home prices were up 20.0% year-over-year in July versus up 19.1% year-over-year in June. Low mortgage rates and tight supply continue to support prices.

Manufacturing



Source: Institute for Supply Management

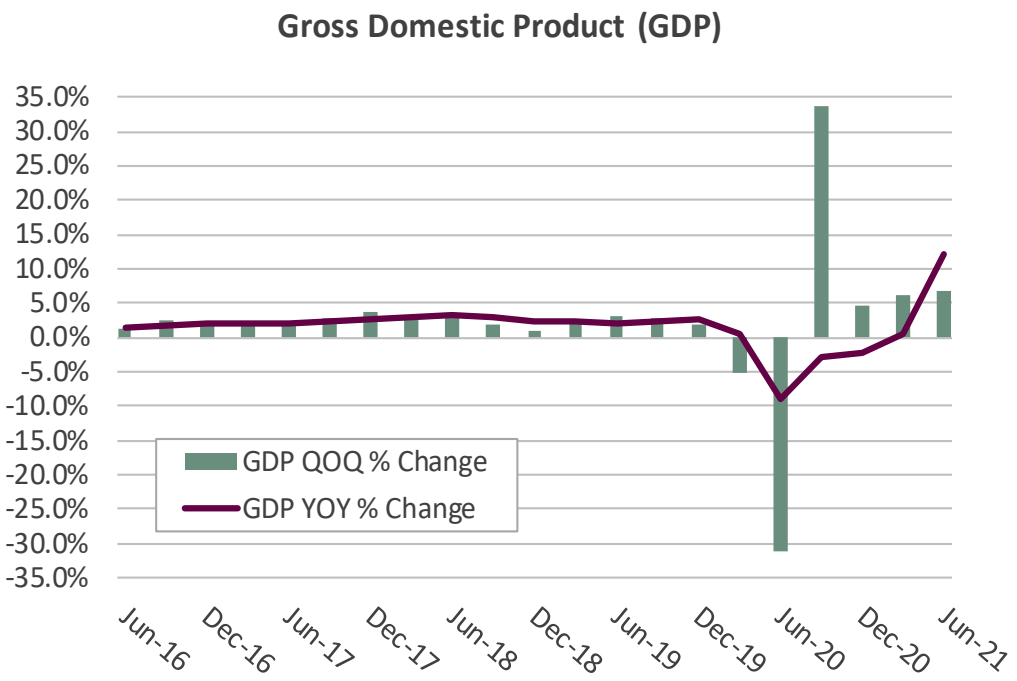
Source: Federal Reserve

The Institute for Supply Management (ISM) manufacturing index increased to 61.1 in September from 59.9 in August. The index points to continued strength in manufacturing, as readings above 50.0 are indicative of expansion in the manufacturing sector. New orders were particularly strong, increasing to 66.7 in August from 64.9 in July, which The Industrial Production index was up 4.6% year-over-year in September, versus up 5.7% in August. On a month-over-month basis, the Industrial Production index fell 1.3% in September (well below expectations), following a 0.1% decline in August. Capacity Utilization declined to 75.2% in September from 76.2% in August and remains well below the long-run average of 79.8%. Chip shortages, supply chain bottlenecks, weather-related outages, and cooler temperatures weighed on activity in the manufacturing sector in September.

Gross Domestic Product (GDP)

Components of GDP	9/20	12/20	3/21	6/21
Personal Consumption Expenditures	25.5%	2.3%	7.4%	7.9%
Gross Private Domestic Investment	11.7%	4.0%	-0.4%	-0.7%
Net Exports and Imports	-3.3%	-1.7%	-1.6%	-0.2%
Federal Government Expenditures	-0.3%	-0.2%	0.8%	-0.4%
State and Local (Consumption and Gross Investment)	0.1%	0.1%	0.0%	0.0%
Total	**33.8%**	**4.5%**	**6.3%**	**6.7%**

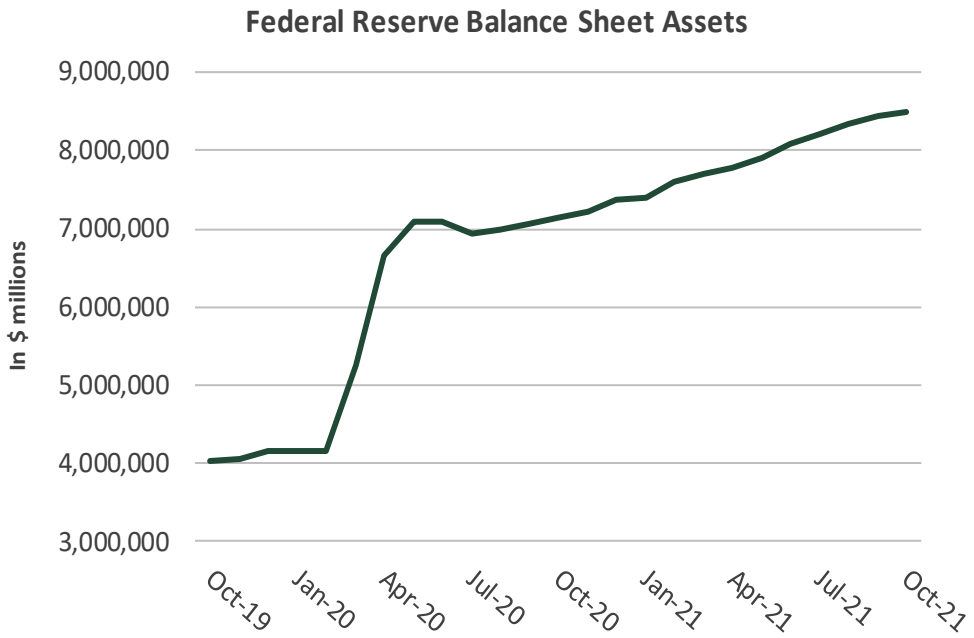
Source: US Department of Commerce



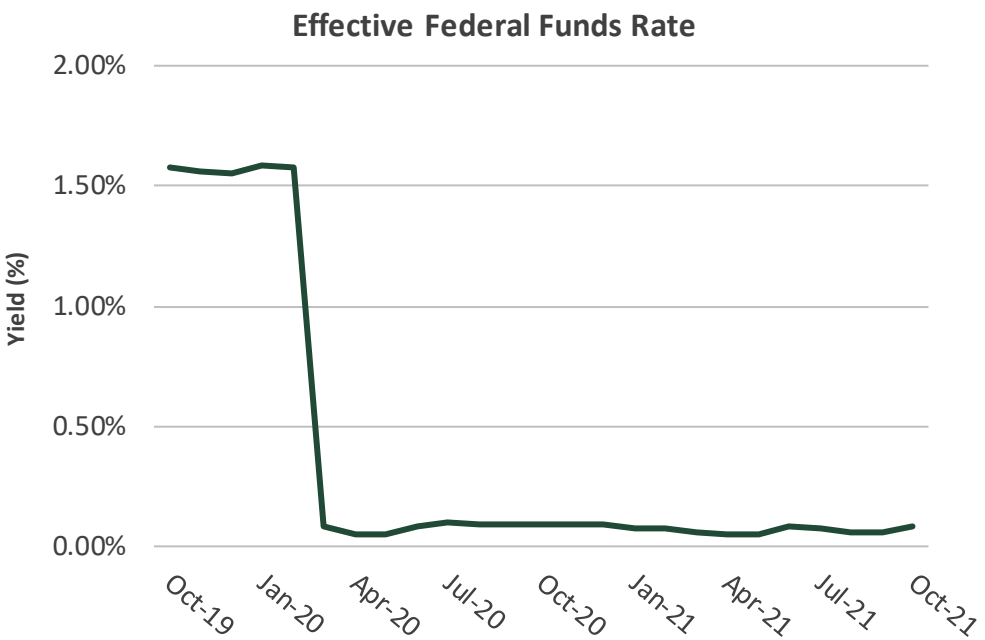
Source: US Department of Commerce

Real US gross domestic product (GDP) grew at an annualized rate of 6.7% in the second quarter, following 6.3% growth in the first quarter. As of the second quarter, real US GDP had exceeded its pre-pandemic level. The consensus forecast for full year 2021 US gross domestic product growth has moderated but remains well above the long-run trend growth rate of about 1.8%. The current Bloomberg consensus estimates for 2021 and 2022 US GDP growth are 5.8% and 4.0%, respectively, following a 3.4% decline in 2020.

Federal Reserve



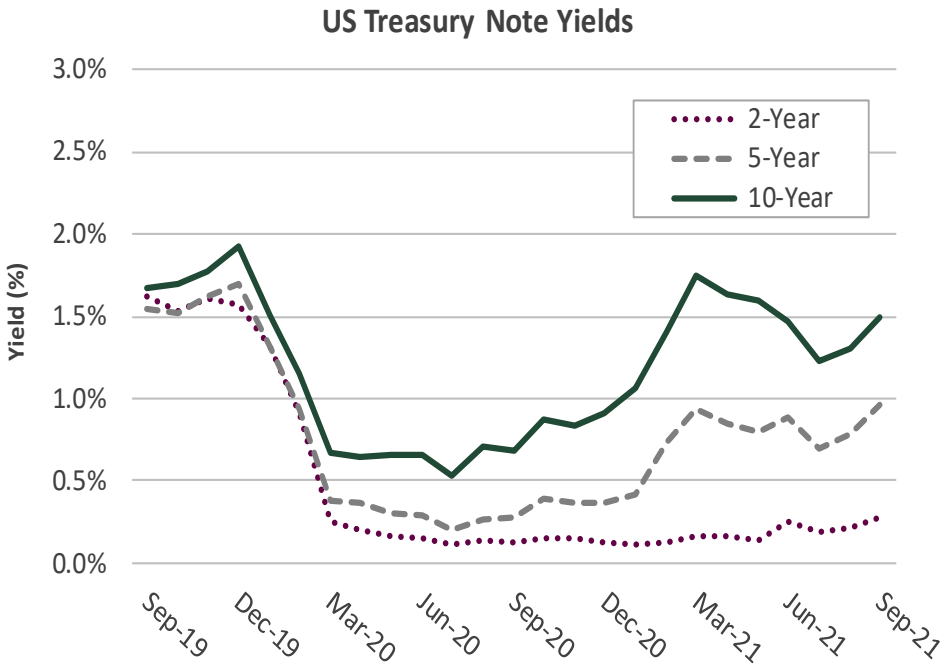
Source: Federal Reserve



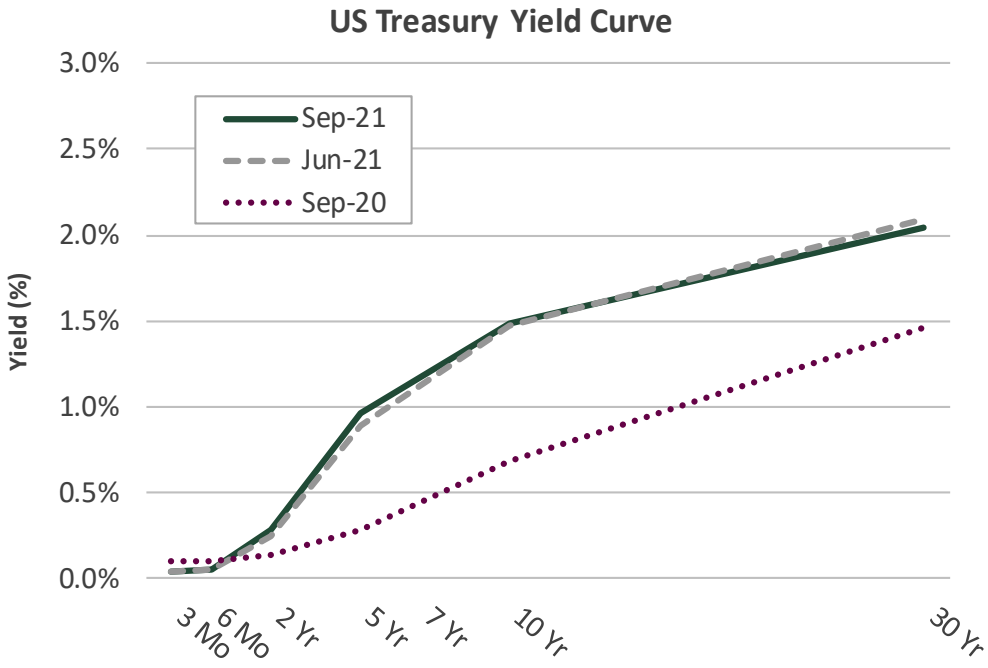
Source: Bloomberg

Last year, the Fed took a wide range of aggressive actions to help stabilize and provide liquidity to the financial markets. The Fed lowered the fed funds target rate to a range of 0.0%-0.25% and started purchasing Treasury and agency mortgage-backed securities (MBS) to support smooth market functioning. Last year, policymakers reinstated the Commercial Paper Funding Facility and Money Market Mutual Fund Liquidity Facility. The Fed also established the Primary Market Corporate Credit Facility, Secondary Market Corporate Credit Facility, Term Asset-Backed Securities Loan Facility, Paycheck Protection Program Liquidity Facility, Main Street Lending Facility, and Municipal Liquidity Facility. The Fed has also provided short-term funding through large-scale repo operations and lowered the reserve requirement for depository institutions. Notably, many of the Fed's lending facilities expired at the end of 2020, including the Fed's corporate credit, asset-backed securities, municipal lending, and Main Street Lending programs. In June 2021, the Fed announced plans to unwind its corporate credit facility. The Fed is now widely expected to start tapering their Treasury and agency MBS purchases before this year-end, and stop making asset purchases around the middle of next year.

Bond Yields



Source: Bloomberg



Source: Bloomberg

The treasury yield curve is steeper on a year-over-year basis. At the end of September, the 2-year Treasury yield was about 15 basis points higher and the 10-Year Treasury yield was about 80 basis points higher, year-over-year. However, the yield curve was less steep than the historical average. The spread between the 2-year Treasury yield and 10-year Treasury yield was 121 basis points at September month-end compared to the average historical spread (since 2002) of about 135 basis points. We believe the curve remains poised for further steepening, amid a growing economy and improving labor market, while the Fed is expected to slowly normalize monetary policy.

Section 2 | Account Profile

Objectives

As of September 30, 2021

Investment Objectives

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

Chandler Asset Management Performance Objective

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

Strategy

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

Compliance

As of September 30, 2021

City of Pittsburg Managed Consolidated

This portfolio is a consolidation of assets managed by Chandler Asset Management. Assets managed by Chandler Asset Management are in full compliance with state law and Client's investment policy. Chandler relies on City to provide accurate information for reporting assets and producing this compliance statement.

Category	Standard	Comment
Treasury Issues	No limit	*Complies*
Agency Issues	No limit	*Complies*
Supranationals	"AA" rated or one of the two highest rating categories by a NRSRO; 30% maximum; 5% max per issuer; USD denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by IBRD, IFC, IADB	*Complies*
Municipal Obligations	"A" rated or one of the top three rating categories by a NRSRO; 30% maximum; 5% max per issuer	*Complies*
Banker's Acceptances	"A-1" rated or highest short-term rating category by a NRSRO; 40% maximum; 5% max per issuer; 180 days max maturity	*Complies*
Commercial Paper	"A-1" rated or higher by a NRSRO; "A" long-term rated issuer or higher by a NRSRO, if any; 25% maximum; 5% max per issuer; 270 days max maturity; Issuer is a corporation organized and operating in the U.S. with assets >$500 million; 10% max of the outstanding commercial paper of any single issuer.	*Complies*
Negotiable Certificates of Deposit (NCD)	AA- rated or one of the two highest rating categories by a NRSRO; 30% maximum; 5% max per issuer; Issued by nationally or state-chartered bank, a savings association or federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank.	*Complies*
Time Deposits/Certificates of Deposit (CD)	"A" rated or one of the three highest rating categories by a NRSRO; 30% maximum; 5% max per issuer; 1 year max maturity; FDIC insured or fully collateralized in financial institutions located in California, including US branches of foreign banks licensed to do business in California	*Complies*
Corporate Medium Term Notes	"A" rated or one of the three highest categories by a NRSRO; 30% maximum; 5% max per issuer; Issued by corporations organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S.	*Complies*
Asset-Backed (ABS), Mortgage-Backed Securities; Pass-Throughs, CMOs	"AA" rated or one of the two highest rating categories by a NRSRO; "A" rated issuer or one of two highest rating categories by a NRSRO; 20% maximum; 5% max per issuer	*Complies*
Money Market Mutual Funds	Highest rating or "AAA" rated by two NRSROs; or SEC registered adviser with AUM >$500 million and experience greater than 5 years; 20% maximum; 10% max per fund	*Complies*
Local Agency Investment Fund (LAIF)	$50 million maximum; Not used by IA	*Complies*
California Asset Management Program (CAMP)	pursuant to CGC 53601; Not used by IA	*Complies*

Compliance

As of September 30, 2021

City of Pittsburg Managed Consolidated

This portfolio is a consolidation of assets managed by Chandler Asset Management. Assets managed by Chandler Asset Management are in full compliance with state law and Client's investment policy. Chandler relies on City to provide accurate information for reporting assets and producing this compliance statement.

Category	Standard	Comment
Repurchase Agreements	"A" rated or one of the three highest categories by two NRSROs; 15% maximum; 5% max per issuer; 90 days max maturity; 102% collateralized; Not used by IA	*Complies*
Prohibited	Common stocks, Futures contracts, Options, Inverse floaters, Range notes, Mortgage derived Interest-only strips, Zero interest accrual securities, Any purchase of any security not listed in Section 8-Eligible Investments of the Investment Policy, unless approved by the City Council	*Complies*
Max Per Fund	10% per fund, with the exception of US Treasuries, Federal Agencies, and authorized pools	*Complies*
Max Per Issuer	5% of portfolio per issuer, with the exception of US Treasuries, Federal Agencies, and authorized pools	*Complies*
Diversification	With the exception of US Treasury securities, Federal Agency securities, and authorized pools, no more than 30% of the total portfolio, and less where stated, will be invested in a single security type with no more than 5% invested with a single issuer.	*Complies*
Maximum maturity	5 years	*Complies*

Account Structure

As of September 30, 2021

	Original Cost	Market Value	% of Portfolio
Funds Managed Internally			
Cash Equivalents	9,754,170.61	9,754,170.61	6.21%
Investment Pools	66,867,578.77	66,873,126.77	42.58%
Additional Bonded Debt Funds	14,755,810.73	14,776,004.81	9.41%
Total	**91,377,560.11**	**91,403,302.19**	**58.20%**
Funds Managed by City's Investment Advisor			
Operating Funds	56,507,754.05	56,923,146.84	36.25%
Bond Managed Reserve	6,779,461.15	6,779,461.15	4.32%
Total	**63,287,215.20**	**63,702,607.99**	**40.56%**
City's Section 115 Trust			
Section 115 Trust	1,970,902.91	1,940,604.61	1.24%
Total	**1,970,902.91**	**1,940,604.61**	**1.24%**
Total City Funds	**156,635,678.22**	**157,046,514.79**	**100.00%**

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

Sector Allocation

As of September 30, 2021

Security Type	Original Cost	Market Value	% of Portfolio	Average Maturity	Average Yield
Operating Funds					
Cash Equivalents[1]	9,754,170.61	9,754,170.61	7.30%	1	N/A
Money Market Funds	191,691.86	191,691.86	0.14%	1	0.01%
Investment Pools[2]	66,867,578.77	66,873,126.77	50.07%	1	N/A
Total Liquidity	**76,813,441.24**	**76,818,989.24**	**57.52%**	**1**	**0.01%**
U.S. Treasury Notes	13,667,965.62	13,868,014.79	10.38%	694	1.23%
Federal Agency Securities	24,933,631.70	25,114,384.16	18.81%	617	0.91%
Medium-Term Corporate Notes	11,628,779.70	11,639,071.09	8.72%	796	1.15%
Asset-Backed Securities	2,404,738.95	2,405,501.23	1.80%	1318	0.45%
Supranationals	3,320,797.60	3,341,844.83	2.50%	807	0.89%
Collateralized Mortgage Obligations	360,148.62	362,638.88	0.27%	329	2.84%
Total Securities	**56,316,062.19**	**56,731,454.98**	**42.48%**	**711**	**1.03%**
Total Operating Funds	**133,129,503.43**	**133,550,444.22**	**100.00%**	**303**	**0.44%**
Bonded Debt Funds					
Pittsburg Pension Bond	3,901,994.93	3,901,994.93	18.10%	1	0.01%
Pittsburg AD Auto Mall	328,811.35	328,811.35	1.53%	1	0.01%
Pittsburg AD Vista DM	758,022.60	758,022.60	3.52%	1	0.01%
Pittsburg 2011A PIFA AD Ser	1,556,235.82	1,556,235.82	7.22%	1	0.01%
Pittsburg 2011B PIFA AD Ser	234,396.45	234,396.45	1.09%	1	0.01%
Additional Bonded Debt Funds[3]	14,755,810.73	14,776,004.81	68.55%	N/A	N/A
Total Bonded Debt Funds	**21,535,271.88**	**21,555,465.96**	**100.00%**	**1**	**0.01%**
Section 115 Trust					
Equity Mutual Fund[2]	1,970,902.91	1,940,604.61			
Total Section 115 Trust Funds	**1,970,902.91**	**1,940,604.61**	**100.00%**	**N/A**	**N/A**
Total City Funds	**156,635,678.22**	**157,046,514.79**			

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

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

Portfolio Characteristics

As of September 30, 2021

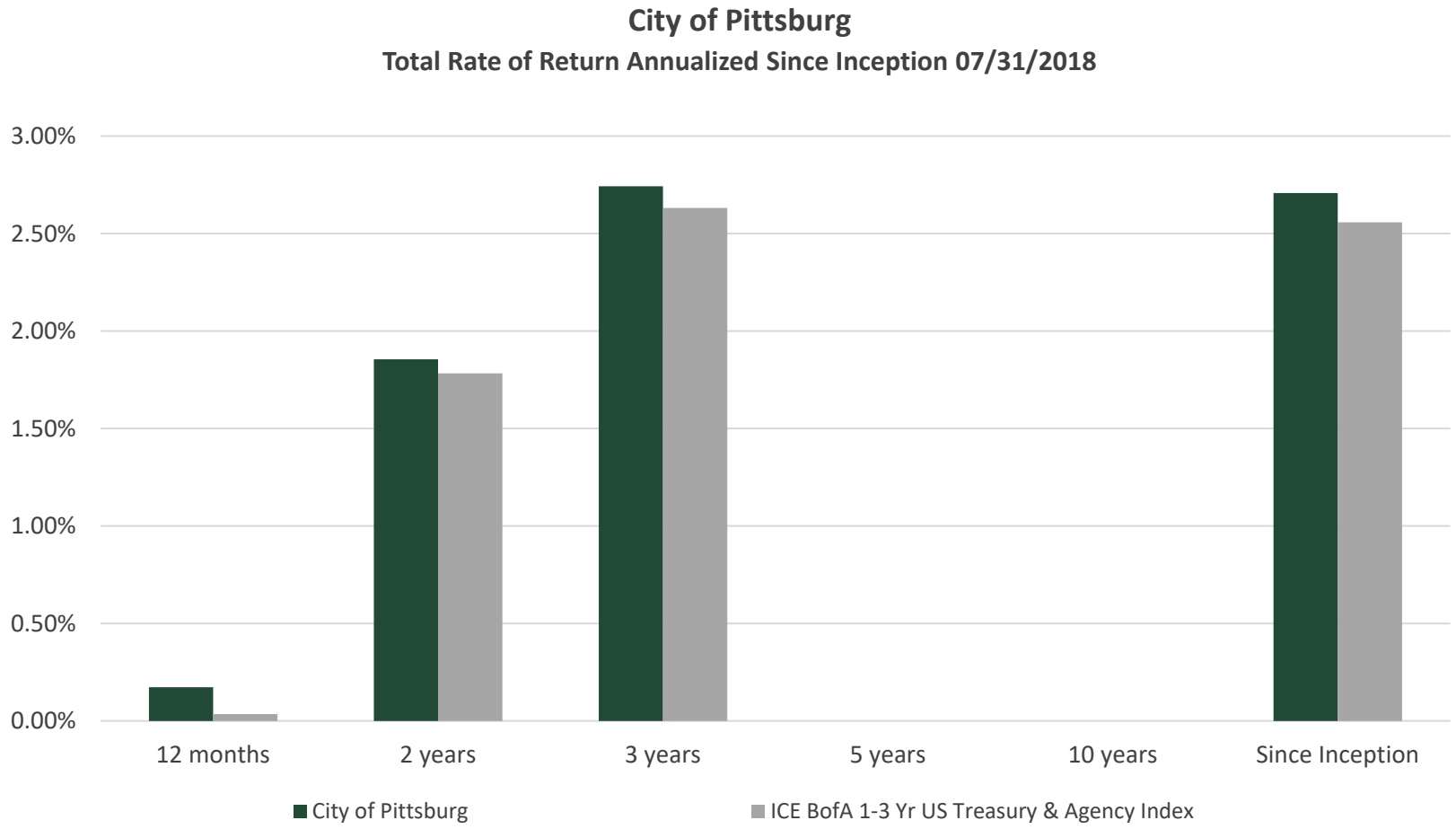
City of Pittsburg Managed Consolidated

	9/30/2021 Portfolio	6/30/2021 Portfolio
Average Maturity (yrs)	1.94	1.95
Modified Duration	1.80	1.84
Average Purchase Yield	1.03%	1.17%
Average Market Yield	0.34%	0.30%
Average Quality*	AA/Aa1	AA/Aa1
Market Value**	56,923,147	56,862,107

**Portfolio is S&P and Moody's, respectively.*
***Excludes accrued interest*

Investment Performance

As of September 30, 2021



			Annualized				
TOTAL RATE OF RETURN	**3 months**	**12 months**	**2 years**	**3 years**	**5 years**	**10 years**	**Since Inception**
City of Pittsburg	0.08%	0.17%	1.85%	2.74%	N/A	N/A	2.71%
ICE BofA 1-3 Yr US Treasury & Agency Index	0.06%	0.04%	1.78%	2.63%	N/A	N/A	2.56%

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

Portfolio Characteristics

As of September 30, 2021

City of Pittsburg Bond Reserve Consolidated

	9/30/2021 Portfolio	6/30/2021 Portfolio
Average Maturity (yrs)	0.00	0.00
Modified Duration	0.00	0.00
Average Purchase Yield	0.01%	0.01%
Average Market Yield	0.01%	0.01%
Average Quality*	AAA/Aaa	AAA/Aaa
Market Value**	6,779,461	5,986,876

**Portfolio is S&P and Moody's, respectively.*
***Excludes accrued interest*

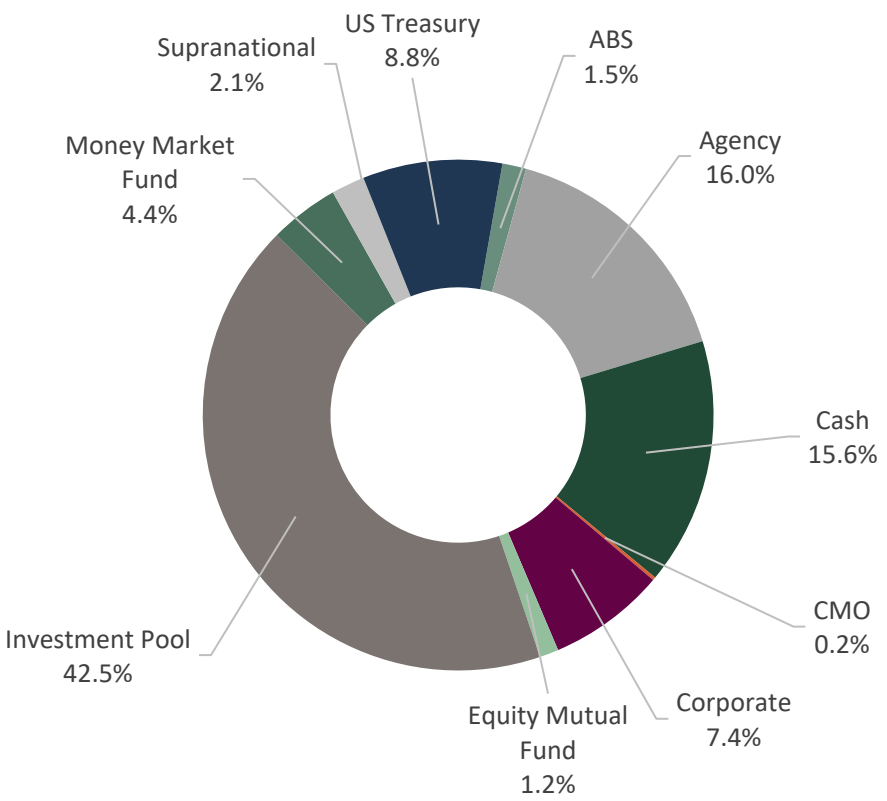
Section 3 | Consolidated Information

Sector Distribution

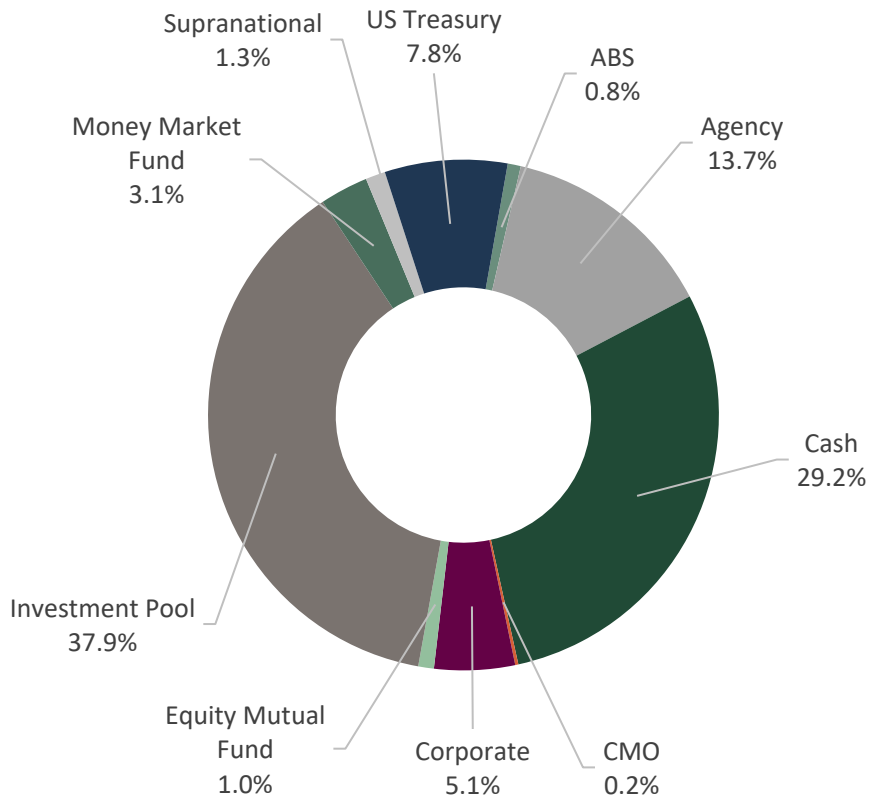
As of September 30, 2021

City of Pittsburg Total Consolidated

September 30, 2021



June 30, 2021



Issuers

As of September 30, 2021

City of Pittsburg Total Consolidated – Account #10638

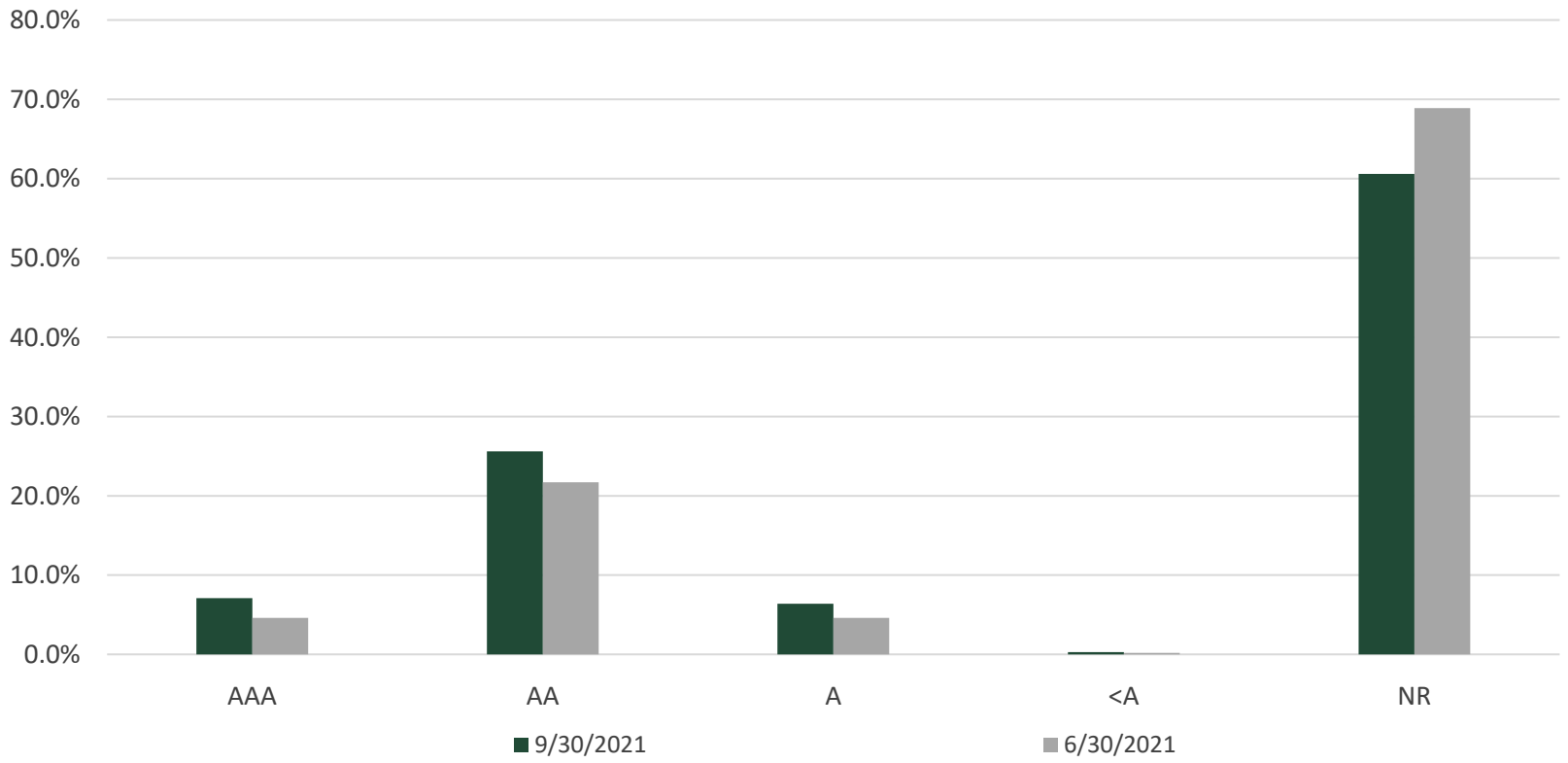
Issue Name	Investment Type	S&P Rating	Moody Rating	% Portfolio
City of Pittsburg	Investment Pool	NR	NR	42.54%
City of Pittsburg	Cash	NR	NR	15.61%
Government of United States	US Treasury	AA+	Aaa	8.84%
Federal Home Loan Mortgage Corp	Agency	AA+	Aaa	5.15%
Wells Fargo Adv Tsy Plus Money Market Fund	Money Market Fund	AAA	Aaa	4.31%
Federal Home Loan Bank	Agency	AA+	Aaa	4.23%
Federal Farm Credit Bank	Agency	AA+	Aaa	4.07%
Federal National Mortgage Association	Agency	AA+	Aaa	2.57%
City of Pittsburg PARS 115 Trust	Equity Mutual Fund	NR	NR	1.23%
Intl Bank Recon and Development	Supranational	AAA	Aaa	1.09%
Inter-American Dev Bank	Supranational	AAA	Aaa	1.04%
Bank of New York	Corporate	A	A1	0.64%
JP Morgan Chase & Co	Corporate	A-	A2	0.63%
Deere & Company	Corporate	A	A2	0.58%
Toyota Motor Corp	Corporate	A+	A1	0.58%
Toronto Dominion Holdings	Corporate	A	A1	0.51%
Apple Inc	Corporate	AA+	Aa1	0.49%
Bank of Montreal Chicago	Corporate	A-	A2	0.48%
Paccar Financial	Corporate	A+	A1	0.47%
Charles Schwab Corp/The	Corporate	A	A2	0.46%
Truist Financial Corporation	Corporate	A-	A3	0.46%
Caterpillar Inc	Corporate	A	A2	0.45%
John Deere ABS	ABS	NR	Aaa	0.45%
Bank of America Corp	Corporate	A-	A2	0.34%
US Bancorp	Corporate	A+	A2	0.34%
Royal Bank of Canada	Corporate	A	A2	0.33%
Toyota ABS	ABS	NR	Aaa	0.32%
Citigroup Inc	Corporate	BBB+	A3	0.30%
Amazon.com Inc	Corporate	AA	A1	0.29%
Honda ABS	ABS	AAA	NR	0.23%
Federal Home Loan Mortgage Corp	CMO	NR	Aaa	0.23%
Mercedes-Benz Auto Lease Trust	ABS	AAA	NR	0.17%
Toyota ABS	ABS	AAA	NR	0.15%
Wells Fargo Advantage Govt Money Market Fund	Money Market Fund	AAA	Aaa	0.12%
BMW Vehicle Lease Trust	ABS	NR	Aaa	0.11%
Honda ABS	ABS	NR	Aaa	0.09%
Salesforce.com Inc	Corporate	A+	A2	0.07%
TOTAL				**100%**

Quality Distribution

As of September 30, 2021

City of Pittsburg Total Consolidated

September 30, 2021 vs. June 30, 2021



	AAA	AA	A	<A	NR
09/30/21	7.1%	25.6%	6.4%	0.3%	60.6%
06/30/21	4.6%	21.7%	4.6%	0.2%	68.9%

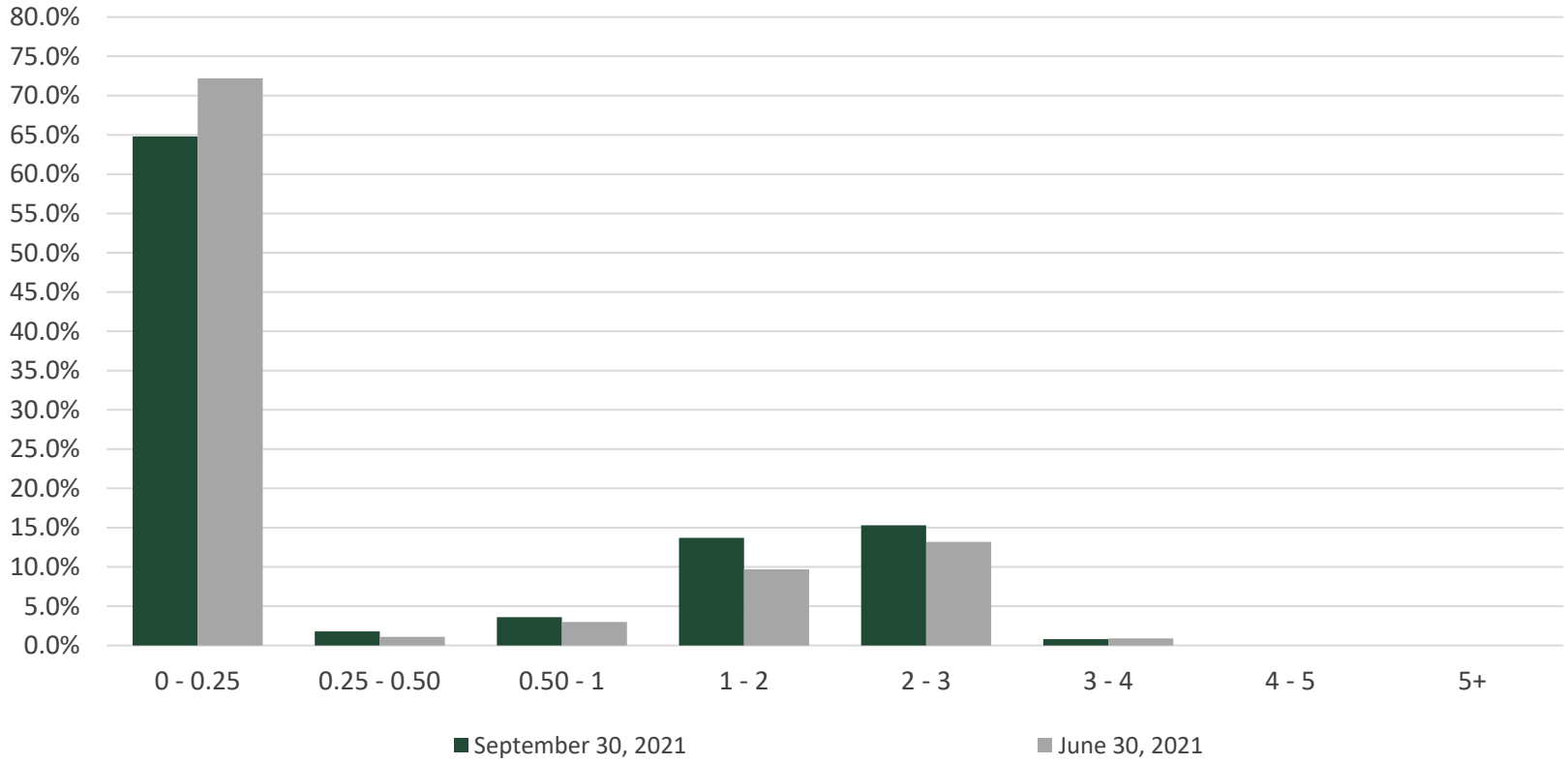
Source: S&P Ratings

Duration Distribution

As of September 30, 2021

City of Pittsburg Total Consolidated

September 30, 2021 vs. June 30, 2021



	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5+
09/30/21	64.8%	1.8%	3.6%	13.7%	15.3%	0.8%	0.0%	0.0%
06/30/21	72.2%	1.1%	3.0%	9.7%	13.2%	0.9%	0.0%	0.0%

Section 3 | Portfolio Holdings

Holdings Report

As of September 30, 2021

City of Pittsburg Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
47789KAC7	John Deere Owner Trust 2020-A A3	270,000.00	03/04/2020	269,983.50	100.69	271,867.59	0.17%	Aaa / NR	2.88
	1.100% Due 08/15/2024		1.11%	269,989.30	0.22%	132.00	1,878.29	AAA	0.78
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3	275,000.00	06/22/2021	274,979.24	99.98	274,935.38	0.17%	NR / AAA	3.13
	0.400% Due 11/15/2024		0.40%	274,981.34	0.41%	48.89	(45.96)	AAA	1.80
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3	175,000.00	09/08/2021	174,981.94	99.91	174,838.13	0.11%	Aaa / NR	3.24
	0.330% Due 12/26/2024		0.34%	174,982.29	0.38%	25.67	(144.16)	AAA	1.77
89236XAC0	Toyota Auto Receivables 2020-D A3	235,000.00	10/06/2020	234,956.22	100.08	235,176.72	0.15%	NR / AAA	3.30
	0.350% Due 01/15/2025		0.36%	234,966.16	0.28%	36.56	210.56	AAA	1.05
43813GAC5	Honda Auto Receivables Trust 2021-1 A3	140,000.00	02/17/2021	139,997.44	99.95	139,933.08	0.09%	Aaa / NR	3.56
	0.270% Due 04/21/2025		0.27%	139,997.94	0.31%	10.50	(64.86)	AAA	1.32
89240BAC2	Toyota Auto Receivables Owners 2021-A A3	510,000.00	02/02/2021	509,905.34	99.90	509,480.31	0.32%	Aaa / NR	3.62
	0.260% Due 05/15/2025		0.27%	509,925.01	0.34%	58.93	(444.70)	AAA	1.36
47788UAC6	John Deere Owner Trust 2021-A A3	200,000.00	03/02/2021	199,961.56	99.91	199,829.20	0.13%	Aaa / NR	3.96
	0.360% Due 09/15/2025		0.37%	199,967.55	0.41%	32.00	(138.35)	AAA	1.78
43815EAC8	Honda Auto Receivables 2021-3 A3	365,000.00	08/17/2021	364,994.67	99.89	364,598.50	0.23%	NR / AAA	4.14
	0.410% Due 11/18/2025		0.41%	364,994.84	0.47%	54.04	(396.34)	AAA	2.01
47789QAC4	John Deere Owner Trust 2021-B A3	235,000.00	07/13/2021	234,979.04	99.93	234,842.32	0.15%	Aaa / NR	4.46
	0.520% Due 03/16/2026		0.52%	234,980.17	0.55%	54.31	(137.85)	AAA	2.41
				2,404,738.95		**2,405,501.23**	**1.53%**	**Aaa / AAA**	**3.61**
TOTAL ABS		**2,405,000.00**	**0.45%**	**2,404,784.60**	**0.37%**	**452.90**	**716.63**	**Aaa**	**1.58**
Agency									
3133ELYR9	FFCB Note	620,000.00	04/30/2020	619,212.60	100.11	620,665.26	0.40%	Aaa / AA+	0.60
	0.250% Due 05/06/2022		0.31%	619,765.94	0.07%	624.31	899.32	AAA	0.60
313379Q69	FHLB Note	1,100,000.00	05/20/2019	1,096,205.00	101.42	1,115,620.00	0.71%	Aaa / AA+	0.69
	2.125% Due 06/10/2022		2.24%	1,099,143.06	0.08%	7,207.29	16,476.94	AAA	0.69
3137EAET2	FHLMC Note	1,000,000.00	07/27/2020	997,910.00	100.04	1,000,389.00	0.64%	Aaa / AA+	0.82
	0.125% Due 07/25/2022		0.23%	999,146.18	0.08%	229.17	1,242.82	AAA	0.82
3133EKY91	FFCB Note	1,000,000.00	10/08/2019	997,430.00	101.31	1,013,097.00	0.65%	Aaa / AA+	1.03
	1.375% Due 10/11/2022		1.46%	999,120.67	0.10%	6,493.06	13,976.33	AAA	1.02
3130AFE78	FHLB Note	1,300,000.00	01/18/2019	1,312,207.00	103.43	1,344,547.10	0.86%	Aaa / AA+	1.19
	3.000% Due 12/09/2022		2.74%	1,303,738.77	0.12%	12,133.33	40,808.33	AAA	1.17
3133EKUA2	FFCB Note	700,000.00	07/23/2019	699,825.00	102.23	715,615.60	0.46%	Aaa / AA+	1.34
	1.850% Due 02/01/2023		1.86%	699,933.70	0.18%	2,158.33	15,681.90	AAA	1.32

Holdings Report

As of September 30, 2021

City of Pittsburg Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
3133ELNW0	FFCB Note 1.450% Due 02/21/2023	1,000,000.00	02/19/2020 1.45%	999,970.00 999,986.09	101.75 0.19%	1,017,512.00 1,611.11	0.65% 17,525.91	Aaa / AA+ AAA	1.39 1.38
3137EAEQ8	FHLMC Note 0.375% Due 04/20/2023	1,000,000.00	06/03/2020 0.32%	1,001,440.00 1,000,776.23	100.26 0.21%	1,002,553.00 1,677.08	0.64% 1,776.77	Aaa / AA+ AAA	1.55 1.55
3137EAER6	FHLMC Note 0.375% Due 05/05/2023	975,000.00	05/05/2020 0.39%	974,590.50 974,782.32	100.22 0.24%	977,132.33 1,482.81	0.62% 2,350.01	Aaa / AA+ AAA	1.59 1.59
3135G04Q3	FNMA Note 0.250% Due 05/22/2023	1,470,000.00	Various 0.29%	1,468,435.30 1,469,138.86	100.04 0.23%	1,470,524.79 1,316.87	0.94% 1,385.93	Aaa / AA+ AAA	1.64 1.64
3133834G3	FHLB Note 2.125% Due 06/09/2023	1,000,000.00	06/14/2019 1.93%	1,007,470.00 1,003,166.91	103.16 0.25%	1,031,561.00 6,611.11	0.66% 28,394.09	Aaa / AA+ NR	1.69 1.66
3135G05G4	FNMA Note 0.250% Due 07/10/2023	910,000.00	07/08/2020 0.32%	908,043.50 908,843.97	99.97 0.26%	909,769.77 511.88	0.58% 925.80	Aaa / AA+ AAA	1.78 1.77
3133EKZK5	FFCB Note 1.600% Due 08/14/2023	1,000,000.00	08/09/2019 1.63%	998,710.00 999,397.82	102.43 0.30%	1,024,267.00 2,088.89	0.65% 24,869.18	Aaa / AA+ AAA	1.87 1.85
3133EL3V4	FFCB Note 0.200% Due 08/14/2023	1,000,000.00	08/12/2020 0.27%	997,910.00 998,698.28	99.82 0.30%	998,181.00 261.11	0.64% (517.28)	Aaa / AA+ AAA	1.87 1.87
3137EAEV7	FHLMC Note 0.250% Due 08/24/2023	1,040,000.00	08/19/2020 0.28%	1,038,939.20 1,039,331.44	99.96 0.27%	1,039,545.52 267.22	0.66% 214.08	Aaa / AA+ AAA	1.90 1.89
3130A3DL5	FHLB Note 2.375% Due 09/08/2023	1,000,000.00	08/29/2019 1.50%	1,033,950.00 1,016,328.33	104.04 0.29%	1,040,359.00 1,517.36	0.66% 24,030.67	Aaa / AA+ NR	1.94 1.90
3137EAEW5	FHLMC Note 0.250% Due 09/08/2023	1,210,000.00	Various 0.26%	1,209,535.70 1,209,700.50	99.92 0.29%	1,209,058.62 193.26	0.77% (641.88)	Aaa / AA+ AAA	1.94 1.93
3133EMBS0	FFCB Note 0.200% Due 10/02/2023	1,000,000.00	09/28/2020 0.24%	998,810.00 999,205.58	99.87 0.26%	998,732.00 994.44	0.64% (473.58)	Aaa / AA+ AAA	2.01 2.00
3137EAEY1	FHLMC Note 0.125% Due 10/16/2023	885,000.00	10/14/2020 0.25%	881,698.95 882,754.08	99.62 0.31%	881,594.52 507.03	0.56% (1,159.56)	Aaa / AA+ AAA	2.04 2.04
3137EAEZ8	FHLMC Note 0.250% Due 11/06/2023	1,155,000.00	11/03/2020 0.28%	1,153,960.50 1,154,273.49	99.94 0.28%	1,154,360.13 1,163.02	0.74% 86.64	Aaa / AA+ AAA	2.10 2.09
3135G06H1	FNMA Note 0.250% Due 11/27/2023	1,020,000.00	11/23/2020 0.29%	1,018,837.20 1,019,165.79	99.88 0.31%	1,018,742.34 878.33	0.65% (423.45)	Aaa / AA+ AAA	2.16 2.15
3137EAFA2	FHLMC Note 0.250% Due 12/04/2023	825,000.00	12/02/2020 0.28%	824,183.25 824,407.76	99.78 0.35%	823,184.18 670.31	0.52% (1,223.58)	Aaa / AA+ AAA	2.18 2.17
3130A3VC5	FHLB Note 2.250% Due 12/08/2023	1,000,000.00	02/13/2020 1.46%	1,029,240.00 1,016,750.55	104.11 0.36%	1,041,126.00 7,062.50	0.67% 24,375.45	Aaa / AA+ NR	2.19 2.13
3135G0V34	FNMA Note 2.500% Due 02/05/2024	600,000.00	01/30/2020 1.44%	624,768.00 614,478.97	105.02 0.35%	630,093.00 2,333.33	0.40% 15,614.03	Aaa / AA+ AAA	2.35 2.28

Holdings Report

As of September 30, 2021

City of Pittsburg Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
3130A7PH2	FHLB Note 1.875% Due 03/08/2024	1,000,000.00	03/03/2020 0.85%	1,040,350.00 1,024,485.43	103.62 0.38%	1,036,154.00 1,197.92	0.66% 11,668.57	Aaa / AA+ NR	2.44 2.39
				24,933,631.70		**25,114,384.16**	**16.02%**	**Aaa / AA+**	**1.69**
TOTAL Agency		**24,810,000.00**	**0.91%**	**24,876,520.72**	**0.24%**	**61,191.07**	**237,863.44**	**Aaa**	**1.68**
Cash									
90PITT$02	City of Pittsburg Additional Bonded Debt Funds	14,755,810.73	Various 0.00%	14,755,810.73 14,755,810.73	1.00 0.00%	14,776,004.81 0.00	9.40% 20,194.08	NR / NR NR	0.00 0.00
90PITT$00	City of Pittsburg Cash Equivalents	9,754,170.61	Various 0.00%	9,754,170.61 9,754,170.61	1.00 0.00%	9,754,170.61 0.00	6.21% 0.00	NR / NR NR	0.00 0.00
				24,509,981.34		**24,530,175.42**	**15.61%**	**NR / NR**	**0.00**
TOTAL Cash		**24,509,981.34**	**0.00%**	**24,509,981.34**	**0.00%**	**0.00**	**20,194.08**	**NR**	**0.00**
CMO									
3137BM6P6	FHLMC K721 A2 3.090% Due 08/25/2022	357,107.63	04/04/2018 2.84%	360,148.62 357,731.42	101.55 0.53%	362,638.88 919.55	0.23% 4,907.46	Aaa / NR NR	0.90 0.68
				360,148.62		**362,638.88**	**0.23%**	**Aaa / NR**	**0.90**
TOTAL CMO		**357,107.63**	**2.84%**	**357,731.42**	**0.53%**	**919.55**	**4,907.46**	**NR**	**0.68**
Corporate									
172967LC3	Citigroup Inc Callable Note Cont 11/8/2021 2.900% Due 12/08/2021	460,000.00	11/15/2017 2.66%	464,103.20 460,107.38	100.26 0.48%	461,173.00 4,187.28	0.30% 1,065.62	A3 / BBB+ A	0.19 0.11
06406RAA5	Bank of NY Mellon Corp Callable Note Cont 1/7/2022 2.600% Due 02/07/2022	1,000,000.00	02/07/2017 2.59%	1,000,460.00 1,000,032.55	100.64 0.22%	1,006,419.00 3,900.00	0.64% 6,386.45	A1 / A AA-	0.36 0.27
05531FAX1	Truist Financial Corporation Callable Note Cont 3/1/2022 2.750% Due 04/01/2022	710,000.00	04/03/2017 2.59%	715,360.50 710,452.20	101.05 0.25%	717,432.99 9,762.50	0.46% 6,980.79	A3 / A- A	0.50 0.41
89236TEC5	Toyota Motor Credit Corp Note 2.150% Due 09/08/2022	475,000.00	09/08/2017 2.18%	474,439.50 474,894.79	101.84 0.19%	483,740.48 652.47	0.31% 8,845.69	A1 / A+ A+	0.94 0.93
69371RQ41	Paccar Financial Corp Note 1.900% Due 02/07/2023	500,000.00	10/31/2019 1.90%	499,975.00 499,989.60	102.06 0.37%	510,307.50 1,425.00	0.33% 10,317.90	A1 / A+ NR	1.36 1.34
24422EVN6	John Deere Capital Corp Note 0.450% Due 01/17/2024	485,000.00	03/01/2021 0.47%	484,655.65 484,724.91	99.97 0.46%	484,856.93 448.63	0.31% 132.02	A2 / A A	2.30 2.28
91159HHG8	US Bancorp Callable Note Cont 12/29/2023 3.700% Due 01/30/2024	500,000.00	11/27/2019 2.03%	532,435.00 517,852.33	107.08 0.53%	535,413.50 3,134.72	0.34% 17,561.17	A2 / A+ A+	2.33 2.16

Holdings Report

As of September 30, 2021

City of Pittsburg Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
69371RR24	Paccar Financial Corp Note	225,000.00	01/28/2021	224,739.00	99.53	223,931.25	0.14%	A1 / A+	2.34
	0.350% Due 02/02/2024		0.39%	224,796.44	0.55%	129.06	(865.19)	NR	2.32
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024	725,000.00	Various	726,181.50	100.47	728,424.90	0.46%	A2 / A	2.47
	0.750% Due 03/18/2024		0.69%	725,967.73	0.55%	196.35	2,457.17	A	2.36
023135BW5	Amazon.com Inc Note	450,000.00	05/10/2021	449,343.00	99.77	448,967.70	0.29%	A1 / AA	2.62
	0.450% Due 05/12/2024		0.50%	449,428.12	0.54%	781.88	(460.42)	AA-	2.59
14913R2L0	Caterpillar Financial Service Note	715,000.00	05/10/2021	714,041.90	99.81	713,620.77	0.45%	A2 / A	2.63
	0.450% Due 05/17/2024		0.50%	714,161.66	0.52%	1,197.63	(540.89)	A	2.61
24422EVQ9	John Deere Capital Corp Note	425,000.00	06/07/2021	424,468.75	99.76	423,996.58	0.27%	A2 / A	2.69
	0.450% Due 06/07/2024		0.49%	424,523.67	0.54%	589.69	(527.09)	A	2.66
89114QCA4	Toronto Dominion Bank Note	750,000.00	04/23/2021	796,327.50	105.21	789,111.75	0.51%	A1 / A	2.70
	2.650% Due 06/12/2024		0.65%	789,958.48	0.70%	6,017.71	(846.73)	AA-	2.60
06051GJY6	Bank of America Corp Callable Note Cont 6/14/2023	540,000.00	06/07/2021	540,036.00	99.86	539,235.36	0.34%	A2 / A-	2.71
	0.523% Due 06/14/2024		0.50%	540,032.42	0.61%	839.42	(797.06)	AA-	1.69
89236TJH9	Toyota Motor Credit Corp Note	425,000.00	06/15/2021	424,494.25	99.50	422,883.50	0.27%	A1 / A+	2.72
	0.500% Due 06/18/2024		0.54%	424,542.70	0.69%	607.99	(1,659.20)	A+	2.69
06367TQW3	Bank of Montreal Note	750,000.00	09/10/2021	749,392.50	99.78	748,317.75	0.48%	A2 / A-	2.78
	0.625% Due 07/09/2024		0.65%	749,402.54	0.71%	1,067.71	(1,084.79)	AA-	2.74
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022	115,000.00	06/29/2021	114,941.35	100.19	115,213.56	0.07%	A2 / A+	2.79
	0.625% Due 07/15/2024		0.64%	114,945.67	0.39%	157.73	267.89	NR	0.79
037833DM9	Apple Inc Callable Note Cont 8/11/2024	750,000.00	08/18/2021	776,857.50	103.48	776,067.00	0.49%	Aa1 / AA+	2.95
	1.800% Due 09/11/2024		0.58%	775,819.77	0.57%	750.00	247.23	NR	2.79
78015K7C2	Royal Bank of Canada Note	500,000.00	05/19/2021	525,750.00	104.36	521,817.00	0.33%	A2 / A	3.09
	2.250% Due 11/01/2024		0.73%	523,031.94	0.82%	4,687.50	(1,214.94)	AA-	2.96
46647PBY1	JP Morgan Chase & Co Callable Note Cont 2/16/2024	390,000.00	02/09/2021	390,000.00	99.57	388,331.97	0.25%	A2 / A-	3.38
	0.563% Due 02/16/2025		0.54%	390,000.00	0.74%	274.46	(1,668.03)	AA-	2.35
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024	600,000.00	05/24/2021	600,777.60	99.97	599,808.60	0.38%	A2 / A-	3.67
	0.824% Due 06/01/2025		0.74%	600,712.66	0.84%	1,648.00	(904.06)	AA-	2.63
				11,628,779.70		**11,639,071.09**	**7.43%**	**A1 / A**	**2.18**
TOTAL Corporate		**11,490,000.00**	**1.15%**	**11,595,377.56**	**0.53%**	**42,455.73**	**43,693.53**	**A+**	**1.96**

Holdings Report

As of September 30, 2021

City of Pittsburg Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
Equity Mutual Fund									
90PARS$00	City of Pittsburg PARS 115 Trust	1,970,902.91	Various 0.00%	1,970,902.91 1,970,902.91	0.98 0.00%	1,940,604.61 0.00	1.23% (30,298.30)	NR / NR NR	0.00 0.00
TOTAL Equity Mutual Fund		**1,970,902.91**	**0.00%**	**1,970,902.91** **1,970,902.91**	**0.00%**	**1,940,604.61** **0.00**	**1.23%** **(30,298.30)**	**NR / NR** **NR**	**0.00** **0.00**
Investment Pool									
90PITT$01	City of Pittsburg Investment Pools	66,867,578.77	Various 0.00%	66,867,578.77 66,867,578.77	1.00 0.00%	66,873,126.77 0.00	42.54% 5,548.00	NR / NR NR	0.00 0.00
TOTAL Investment Pool		**66,867,578.77**	**0.00%**	**66,867,578.77** **66,867,578.77**	**0.00%**	**66,873,126.77** **0.00**	**42.54%** **5,548.00**	**NR / NR** **NR**	**0.00** **0.00**
Money Market Fund									
94975H254	Wells Fargo Money Market Fund #743	0.58	06/01/2021 0.01%	0.58 0.58	1.00 0.01%	0.58 0.00	0.00% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	3,901,994.93	Various 0.01%	3,901,994.93 3,901,994.93	1.00 0.01%	3,901,994.93 0.00	2.48% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	328,811.35	Various 0.01%	328,811.35 328,811.35	1.00 0.01%	328,811.35 0.00	0.21% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	758,022.60	Various 0.01%	758,022.60 758,022.60	1.00 0.01%	758,022.60 0.00	0.48% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	1,556,235.82	Various 0.01%	1,556,235.82 1,556,235.82	1.00 0.01%	1,556,235.82 0.00	0.99% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	234,396.45	Various 0.01%	234,396.45 234,396.45	1.00 0.01%	234,396.45 0.00	0.15% 0.00	Aaa / AAA NR	0.00 0.00
94975H254	Wells Fargo Money Market Fund #743	191,691.28	Various 0.01%	191,691.28 191,691.28	1.00 0.01%	191,691.28 0.00	0.12% 0.00	Aaa / AAA NR	0.00 0.00
TOTAL Money Market Fund		**6,971,153.01**	**0.01%**	**6,971,153.01** **6,971,153.01**	**0.01%**	**6,971,153.01** **0.00**	**4.43%** **0.00**	**Aaa / AAA** **NR**	**0.00** **0.00**
Supranational									
4581X0CZ9	Inter-American Dev Bank Note 1.750% Due 09/14/2022	480,000.00	02/21/2018 2.78%	459,004.80 475,609.18	101.48 0.20%	487,113.12 396.67	0.31% 11,503.94	Aaa / AAA AAA	0.96 0.95
4581X0DA3	Inter-American Dev Bank Note 2.500% Due 01/18/2023	245,000.00	06/04/2018 2.90%	240,768.85 243,811.16	102.98 0.21%	252,293.65 1,242.01	0.16% 8,482.49	Aaa / AAA NR	1.30 1.28

Holdings Report

As of September 30, 2021

City of Pittsburg Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
459058JM6	Intl. Bank Recon & Development Note 0.250% Due 11/24/2023	925,000.00	Various 0.28%	924,231.25 924,454.04	99.77 0.36%	922,852.15 815.80	0.59% (1,601.89)	Aaa / AAA AAA	2.15 2.14
459058GQ0	Intl. Bank Recon & Development Note 2.500% Due 03/19/2024	750,000.00	01/26/2021 0.26%	802,455.00 791,195.03	104.96 0.48%	787,236.00 625.00	0.50% (3,959.03)	Aaa / AAA AAA	2.47 2.40
4581X0DZ8	Inter-American Dev Bank Note 0.500% Due 09/23/2024	895,000.00	09/15/2021 0.52%	894,337.70 894,342.53	99.70 0.60%	892,349.91 99.44	0.57% (1,992.62)	Aaa / AAA NR	2.98 2.95
TOTAL Supranational		**3,295,000.00**	**0.89%**	**3,320,797.60** **3,329,411.94**	**0.42%**	**3,341,844.83** **3,178.92**	**2.13%** **12,432.89**	**Aaa / AAA** **Aaa**	**2.21** **2.18**
US Treasury									
912828T67	US Treasury Note 1.250% Due 10/31/2021	1,075,000.00	Various 1.85%	1,047,376.95 1,074,491.95	100.10 0.10%	1,076,043.83 5,623.30	0.69% 1,551.88	Aaa / AA+ AAA	0.08 0.08
912828V72	US Treasury Note 1.875% Due 01/31/2022	1,095,000.00	05/08/2017 1.90%	1,093,802.34 1,094,915.39	100.61 0.06%	1,101,630.23 3,459.07	0.70% 6,714.84	Aaa / AA+ AAA	0.34 0.33
9128282W9	US Treasury Note 1.875% Due 09/30/2022	1,200,000.00	04/02/2018 2.54%	1,166,109.37 1,192,477.93	101.76 0.11%	1,221,140.40 61.81	0.78% 28,662.47	Aaa / AA+ AAA	1.00 0.99
912828M80	US Treasury Note 2.000% Due 11/30/2022	1,250,000.00	04/08/2019 2.30%	1,236,962.89 1,245,837.14	102.18 0.13%	1,277,246.25 8,401.64	0.82% 31,409.11	Aaa / AA+ AAA	1.17 1.15
912828Q29	US Treasury Note 1.500% Due 03/31/2023	570,000.00	05/01/2018 2.82%	535,800.00 559,591.30	101.96 0.19%	581,177.13 23.49	0.37% 21,585.83	Aaa / AA+ AAA	1.50 1.49
912828R69	US Treasury Note 1.625% Due 05/31/2023	1,000,000.00	11/27/2019 1.61%	1,000,664.06 1,000,315.16	102.32 0.23%	1,023,242.00 5,461.07	0.65% 22,926.84	Aaa / AA+ AAA	1.67 1.64
912828T91	US Treasury Note 1.625% Due 10/31/2023	700,000.00	09/25/2019 1.60%	700,628.91 700,319.50	102.74 0.31%	719,168.10 4,760.19	0.46% 18,848.60	Aaa / AA+ AAA	2.08 2.04
91282CBA8	US Treasury Note 0.125% Due 12/15/2023	1,000,000.00	01/08/2021 0.22%	997,148.44 997,850.65	99.52 0.34%	995,234.00 368.85	0.63% (2,616.65)	Aaa / AA+ AAA	2.21 2.20
91282CBV2	US Treasury Note 0.375% Due 04/15/2024	1,000,000.00	04/14/2021 0.36%	1,000,351.56 1,000,297.35	99.88 0.42%	998,750.00 1,731.56	0.64% (1,547.35)	Aaa / AA+ AAA	2.54 2.52
91282CCC3	US Treasury Note 0.250% Due 05/15/2024	650,000.00	05/12/2021 0.36%	647,968.75 648,223.12	99.50 0.44%	646,775.35 613.79	0.41% (1,447.77)	Aaa / AA+ AAA	2.62 2.61
91282CCG4	US Treasury Note 0.250% Due 06/15/2024	1,000,000.00	06/28/2021 0.46%	993,750.00 994,292.98	99.43 0.46%	994,297.00 737.70	0.63% 4.02	Aaa / AA+ AAA	2.71 2.69
91282CCL3	US Treasury Note 0.375% Due 07/15/2024	1,000,000.00	08/05/2021 0.37%	1,000,273.44 1,000,259.18	99.71 0.48%	997,109.00 794.84	0.63% (3,150.18)	Aaa / AA+ AAA	2.79 2.77
91282CCT6	US Treasury Note 0.375% Due 08/15/2024	1,000,000.00	09/10/2021 0.42%	998,632.81 998,655.87	99.63 0.51%	996,250.00 478.94	0.63% (2,405.87)	Aaa / AA+ AAA	2.88 2.85

Holdings Report

As of September 30, 2021

City of Pittsburg Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
912828ZF0	US Treasury Note 0.500% Due 03/31/2025	750,000.00	03/03/2021 0.54%	748,886.72 749,044.58	99.42 0.67%	745,635.00 10.30	0.47% (3,409.58)	Aaa / AA+ AAA	3.50 3.46
912828ZL7	US Treasury Note 0.375% Due 04/30/2025	500,000.00	01/13/2021 0.39%	499,609.38 499,674.19	98.86 0.70%	494,316.50 784.65	0.31% (5,357.69)	Aaa / AA+ AAA	3.58 3.55
TOTAL US Treasury		**13,790,000.00**	**1.23%**	**13,667,965.62** **13,756,246.29**	**0.32%**	**13,868,014.79** **33,311.20**	**8.84%** **111,768.50**	**Aaa / AA+** **Aaa**	**1.90** **1.89**
TOTAL PORTFOLIO		**156,466,723.66**	**0.37%**	**156,635,678.22** **156,639,688.56**	**0.12%**	**157,046,514.79** **141,509.37**	**100.00%** **406,826.23**	**Aa1 / AA+** **Aaa**	**0.71** **0.65**
TOTAL MARKET VALUE PLUS ACCRUALS						**157,188,024.16**			

Section 4 | Transactions

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Transaction Ledger

As of September 30, 2021

City of Pittsburg Total Consolidated - Account #10638

June 30, 2021 through September 30, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/12/2021	79466LAG9	115,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due: 07/15/2024	99.949	0.64%	114,941.35	0.00	114,941.35	0.00
Purchase	07/21/2021	47789QAC4	235,000.00	John Deere Owner Trust 2021-B A3 0.52% Due: 03/16/2026	99.991	0.52%	234,979.04	0.00	234,979.04	0.00
Purchase	08/06/2021	91282CCL3	1,000,000.00	US Treasury Note 0.375% Due: 07/15/2024	100.027	0.37%	1,000,273.44	224.18	1,000,497.62	0.00
Purchase	08/20/2021	037833DM9	750,000.00	Apple Inc Callable Note Cont 8/11/2024 1.8% Due: 09/11/2024	103.581	0.58%	776,857.50	5,962.50	782,820.00	0.00
Purchase	08/25/2021	43815EAC8	365,000.00	Honda Auto Receivables 2021-3 A3 0.41% Due: 11/18/2025	99.999	0.41%	364,994.67	0.00	364,994.67	0.00
Purchase	09/13/2021	91282CCT6	1,000,000.00	US Treasury Note 0.375% Due: 08/15/2024	99.863	0.42%	998,632.81	295.52	998,928.33	0.00
Purchase	09/14/2021	06367TQW3	750,000.00	Bank of Montreal Note 0.625% Due: 07/09/2024	99.919	0.65%	749,392.50	846.35	750,238.85	0.00
Purchase	09/15/2021	09690AAC7	175,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due: 12/26/2024	99.990	0.34%	174,981.94	0.00	174,981.94	0.00
Purchase	09/23/2021	4581X0DZ8	895,000.00	Inter-American Dev Bank Note 0.5% Due: 09/23/2024	99.926	0.52%	894,337.70	0.00	894,337.70	0.00
Subtotal			**5,285,000.00**				**5,309,390.95**	**7,328.55**	**5,316,719.50**	**0.00**
Security Contribution	09/30/2021	90PARS$00	189,098.34	City of Pittsburg PARS 115 Trust	1.000		189,098.34	0.00	189,098.34	0.00
Subtotal			**189,098.34**				**189,098.34**	**0.00**	**189,098.34**	**0.00**
TOTAL ACQUISITIONS			**5,474,098.34**				**5,498,489.29**	**7,328.55**	**5,505,817.84**	**0.00**

Transaction Ledger

As of September 30, 2021

City of Pittsburg Total Consolidated - Account #10638

June 30, 2021 through September 30, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	07/01/2021	912828U81	535,000.00	US Treasury Note 2% Due: 12/31/2021	100.973	1.72%	540,203.71	29.08	540,232.79	4,481.55
Sale	08/06/2021	912828D72	2,085,000.00	US Treasury Note 2% Due: 08/31/2021	100.133	1.80%	2,087,769.14	18,017.12	2,105,786.26	2,522.97
Sale	09/13/2021	3135G0V59	875,000.00	FNMA Note 2.25% Due: 04/12/2022	101.275	2.42%	886,156.25	8,257.81	894,414.06	11,999.77
Sale	09/13/2021	912828L57	730,000.00	US Treasury Note 1.75% Due: 09/30/2022	101.750	2.74%	742,775.00	5,794.13	748,569.13	19,834.36
Sale	09/16/2021	3135G0W33	965,000.00	FNMA Note 1.375% Due: 09/06/2022	101.250	1.49%	977,062.50	368.58	977,431.08	13,150.24
Subtotal			**5,190,000.00**				**5,233,966.60**	**32,466.72**	**5,266,433.32**	**51,988.89**
Security Withdrawal	09/30/2021	90PITT$01	7,944,138.92	City of Pittsburg Investment Pools	1.000		7,944,138.92	0.00	7,944,138.92	0.00
Subtotal			**7,944,138.92**				**7,944,138.92**	**0.00**	**7,944,138.92**	**0.00**
TOTAL DISPOSITIONS			**13,134,138.92**				**13,178,105.52**	**32,466.72**	**13,210,572.24**	**51,988.89**

Important Disclosures

As of September 30, 2021

2021 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

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

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

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

Source ice Data Indices, LLC ("ICE"), used with permission. ICE permits use of the ICE indices and related data on an "as is" basis; ICE, its affiliates and their respective third party suppliers disclaim any and all warranties and representations, express and/or implied, including any warranties of merchantability or fitness for a particular purpose or use, including the indices, index data and any data included in, related to, or derived therefrom. Neither ICE data, its affiliates or their respective third party providers guarantee the quality, adequacy, accuracy, timeliness or completeness of the indices or the index data or any component thereof, and the indices and index data and all components thereof are provided on an "as is" basis and licensee's use it at licensee's own risk. ICE data, its affiliates and their respective third party do not sponsor, endorse, or recommend chandler asset management, or any of its products or services.

This report is provided for informational purposes only and should not be construed as a specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

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

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

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

Benchmark Disclosures

As of September 30, 2021

ICE BofA 1-3 Yr US Treasury & Agency Index

The ICE BofA 1-3 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

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 Allocate Funds and Approve a Purchase Agreement for Storage and Seismic Safety Equipment for Project 3119, Police Evidence and Intake Room Improvements Project

MEETING DATE: November 15, 2021

EXECUTIVE SUMMARY

The evidence room and intake area at the Police Department is insufficient for the volume of materials to be stored and requires updated equipment to meet best practices endorsed by the State Department of Justice and industry standards. If approved, the resolution will allocate funds and approve the purchase for new evidence room storage and seismic safety equipment installed in the Police Department Evidence Room.

FISCAL IMPACT

This resolution will allocate $350,000 from General Fund (Fund 110) unallocated fund balance to Project 3119, for a new total approved budget of $500,000. The cost for the equipment purchases and installation is approximately $307,500. The remaining will be used for staff costs and as a contingency for unforeseen project expenses. Any unexpended funds remaining in the project budget at the end of the improvements will be available for other projects, including Project 3120, Police Women's Locker Room Expansion previously approved by the City Council.

RECOMMENDATION

City Council adopt the attached resolution allocating $350,000 from the City's General Fund, approving the purchase and authorizing the City Manager to execute the agreement with Systems & Space, Inc. for installation of evidence room equipment for storage and seismic safety in the amount of $307,500.

BACKGROUND

The Police Department Evidence Room is located in the west wing of the first floor of City Hall and is the intake and storage area for a broad range of materials and evidence related to investigations and pending criminal cases with the Pittsburg Police Department.

These materials require special handling, such as refrigeration, freezing or dryers to preserve evidence, and secured cabinets for biological evidence, weapons, narcotics, or chemicals. The current storage configuration and layout of the facility is not sufficient to hold the volume of evidence in a manner consistent with best practices recommended by the State of California Department of Justice and the California Commission Peace Officer Standards and Training, P.O.S.T.

The facilities require updated equipment to be space-efficient and replace the existing system of shelves with appropriate seismic safety equipment to stabilize shelving in employee work areas.

On December 21, 2020, the City Council approved Resolution 20-13859 to approve the City's Five-Year Capital Improvement Program and allocate funds to several projects, including $150,000 for Project 3119, Police Evidence and Intake Room Improvements.

Staff solicited cost proposals from Systems & Space, Inc., for the equipment improvements. Systems & Space, Inc., is a vendor enrolled in Sourcewell, a cooperative purchasing program which develops RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements for equipment commonly used by public agencies, including evidence room equipment.

If approved, the agreement would authorize the City to make a "piggyback" purchase from Systems & Space, Inc., for the price previously negotiated with Sourcewell for this equipment.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Staff recommends the purchase and installation of this evidence storage equipment, which is space-efficient, durable, and designed for use by law enforcement agencies.

The total cost for evidence room equipment and installation, and seismic safety equipment is $307,500. If approved, the resolution will allocate additional funds to Project 3119, Police Evidence and Intake Room Improvements Project. If the resolution is approved, the improvements are scheduled to begin immediately and be complete in Spring 2022.

ATTACHMENTS: Resolution
Proposal from Systems & Space, Inc. with Specifications
City of Pittsburg Contract Cover Page
Sourcewell Contract Cover Letter
Sourcewell Contract

Report Prepared By: Brian Addington, Chief of Police

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute)
Agreement for Storage and Seismic Safety) RESOLUTION NO. 21-
Equipment and Installation for Project 3119,)
Police Evidence Intake Room Improvements)

WHEREAS, the Police Department Evidence Room at City Hall is the intake and storage area for a broad range of materials and evidence related to investigations and pending criminal cases with the Pittsburg Police Department; and,

WHEREAS, these materials require special handling, such as refrigeration, freezing or dryers to preserve evidence, and secured cabinets for biological evidence, weapons, narcotics, or chemicals; and,

WHEREAS, staff recommends the current storage configuration and layout of the facility be updated and expanded in a manner consistent with best practices recommended by the State of California Department of Justice and the California Commission Peace Officer Standards and Training, P.O.S.T.; and,

WHEREAS, on December 21, 2020, the City Council adopted Resolution 20-13859, approving Addendum 1 to the Five-Year Capital Improvement Program for Fiscal Years 2019/20 through 2023/24 and allocating funds for several capital projects, including $150,000 for Project 3119, Police Evidence and Intake Room Improvements; and

WHEREAS, staff received a cost proposal for evidence room storage and seismic safety equipment and installation, from Systems & Space, Inc. This vendor is under contract with Sourcewell, which solicits competitive proposals for contracts to make available to public agencies; and

WHEREAS, staff recommends allocation of an additional $350,000 to Project Systems & Space, Inc., for a new total approved budget of $500,000, for the cost of equipment, installation, staff costs and contingency fund for unforeseen expenses related to the project; and,

WHEREAS, unexpended funds remaining at the end of the project will be available for other projects, including Project 3120, Police Women’s Locker Room Expansion previously approved by the City Council.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby accepts the plans and specifications for the Project, approves allocation of $350,000 from the General Fund (Fund 110) to Project 3119, Police Evidence and Intake Room Improvements, and authorizes the City Manager execute an agreement in the amount of $307,500 with Systems & Space, Inc. for evidence room storage and seismic safety equipment and installation.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular

meeting on the 15th day of November, 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

RFP #010920
REQUEST FOR PROPOSALS
for
Industrial and Workplace Storage Systems with Related Accessories

Proposal Due Date: January 09, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Industrial and Workplace Storage Systems with Related Accessories to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 09, 2020 at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	November 14, 2019, 8:00 a.m. Central Time
Pre-proposal Conference:	December 04, 10:00 a.m., Central Time
Question Submission Deadline:	January 02, 2020, 4:30 p.m., Central Time
Proposal Due Date:	**January 09, 2020,** 4:30 p.m., Central Time Late responses will not be considered.
Opening:	January 09, 2020, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL AND MEMBERS

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Proof of publication will be available at the conclusion of the solicitation process.

For Canadian entities: This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Industrial Storage and Workplace Storage Systems with Related Accessories including, but not to be limited to:

    Bins, lockers, secure storage, vertical and horizontal shelving, racking systems, access and inventory control systems, and portable or mobile storage solutions.

    Related design, assembly and installation services.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Members, however, it is not mandatory or required.

2. The primary focus of this solicitation is on storage solutions. This solicitation should NOT be construed to include:

1. Data, digital or cloud storage
2. Electric storage;
3. Cold storage;
4. Fuel, chemical or hazardous materials storage; and,
5. Temporary shelters.

This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

1. RFP #121919 Furniture Solutions with Related Accessories and Services
2. RFP #091319 Fabric Structures with Related Materials and Services

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $30M; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Members. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
    a. **Line-item Pricing** is pricing based on each individual product or services**.** Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
    b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.

- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:
- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;

- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of $20,000.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives

Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.

11/18/2019

Addendum No. 1
Solicitation Number: RFP 010920
Solicitation Name: Industrial and Workplace Storage Systems with Related Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We are looking to find out if there is a furniture specification document as we could not find one online.

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.

Question 2:

What regions or municipalities does this bid pertain to so we can propose the best team to service the bid?

Answer 2:

Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

End of Addendum

Acknowledgement of this Addendum to RFP 010920 posted to the Sourcewell Procurement Portal on 11/18/2019, is required at the time of proposal submittal.

12/9/2019

Addendum No. 2
Solicitation Number: RFP 010920
Solicitation Name: Industrial and Workplace Storage Systems with Related Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

For the RFP 010920, Industrial and Workplace Storage Systems with Related Accessories, what locations in Canada are you proposing?

Answer 1:

Each proposer is expected to complete the tables in Step 1, entitled “Ability to Sell and Service” and “Value-Added Attributes”, describing their ability to serve Sourcewell members in the United States and Canada. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 010920 posted to the Sourcewell Procurement Portal on 12/9/2019, is required at the time of proposal submittal.

12/17/2019

Addendum No. 3
Solicitation Number: RFP 010920
Solicitation Name: Industrial and Workplace Storage Systems with Related Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is RFP 010920 - Industrial and Workplace Storage Systems with Related Accessories replacing RFP 040215 - Storage Products or Systems with Related Accessories?

Answer 1:

Contracts awarded by Sourcewell (formerly NJPA) under RFP 040215 are set to expire on June 16, 2020. The contract or contracts anticipated for award under RFP 010920 will have an effective date corresponding to the completion of the evaluation process. Award and non-award decisions will be communicated by email to all proposers.

End of Addendum

Acknowledgement of this Addendum to RFP 010920 posted to the Sourcewell Procurement Portal on 12/17/2019, is required at the time of proposal submittal.

AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
SYSTEMS AND SPACE INC.
PURSUANT TO SOURCEWELL CONTRACT
WITH SPACESAVER FROM RFP #010920

THIS Agreement ("Agreement") is made by and between the City of Pittsburg, a municipal corporation ("City") and Systems and Space Inc., a California corporation ("Systems") (together referred to as the "Parties") as of November __, 2021 (the "Effective Date").

WHEREAS, Sourcewell, formerly NJPA, has undertaken competitive bidding equivalent to or better than the requirements in City's Purchasing Policy and has entered into contracts with various vendors including Spacesaver Corporation, a Wisconsin corporation; and

WHEREAS, City seeks to "piggyback" on a Sourcewell contract for storage equipment and installation, specifically Contract from RFP #010920, for an evidence room for the City Police Department; and

WHEREAS, the Contract provides at Section 6(B) that additional terms and conditions or transaction documentation may be negotiated between a Sourcewell Participating Entity such as City, and Spacesaver, so long as the terms and conditions are not less favorable to the Member than what is in the vendor (here Spacesaver) proposal to Sourcewell; and

WHEREAS, Systems and Space Inc., a California corporation, is the exclusive distributor of Spacesaver and represents and warrants that it is bound by all terms and conditions of the Contract from RFP #010920; and

WHEREAS, City seeks to add or clarify certain terms of Contract from RFP #010920.

NOW, THEREFORE, City and Systems agree as follows:

1. **Governing Law and Venue.** The laws of the State of California shall govern this Agreement and Contract from RFP #010920 ("Contract"). In the event that either party brings any action against the other under this Agreement or the Contract, 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.

2. **Workers' Compensation.** Systems 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 Systems in the amount required by applicable law.

3. **Compliance with Applicable Laws.** Systems and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Systems 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.

4. **Ownership of work product.** City shall own all work product produced by Systems for the evidence room project. All work product of Systems is a public record subject to disclosure upon request pursuant to California law.

5. **Insurance**. The Insurance requirements set forth in Section 20(A) of the Contract from RFP#010920 is hereby modified to require Systems to maintain insurance from insurance company(ies) licensed or authorized to do business in the State of California. All other specifics of insurance requirements remain the same.

6. **Compensation**. City shall pay Three Hundred Seven Thousand Five Hundred Dollars ($307,500) for installation and materials as set forth in the attached Exhibit A to this Agreement. Systems must submit an invoice on the first day of each month during the performance of the work, itemizing labor, materials, equipment and any incidental costs incurred. Systems warrants that title to all work, materials and equipment incorporated into the work will pass to City free of any claims, liens, or encumbrances upon payment to Systems.

7. **Representations.** Systems represents and warrants that it is bound by all terms in Contract from RFP #010920 to the same extent as Spacesaver.

8. **Order of Precedence.** In the event of any inconsistency between this Agreement and the Contract, the terms of this Agreement shall govern.

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

CITY OF PITTSBURG

_____
Garrett Evans, City Manager

SYSTEMS AND SPACE INC.

_____
Emily Chin, Controller

Attest:

_____
Alice E. Evenson, City Clerk

Approved as to Form:

_____

Donna Mooney, City Attorney

EXHIBIT A

See following pages

Drawing No.	Description	Investment
19149-R9 WORK ROOM CABINET/LOCKER	• (1) – 36″W x 24″D x 82″H – SPACESAVER 8-COMPARTMENT NON-PASS THRU EVIDENCE LOCKER, MODEL # ED3N07 - <E2>	$12,620.00
19149-R9 HSC WORK ROOM CASEWORK	• (1) – 10′L x 5′D x 40″H – HAMILTON CASEWORK PROCESSING ISLAND WITH TRESPA PHENOLIC STEEL TOP • (1) – 23′-6″L x 37″D x 34″H – HAMILTON CASEWORK BASE CABINETS WITH SINK CUT OUT AND BACKSPLASH, SINK BASE CABINET, SINK & EYE WASH WITH TRESPA PHENOLIC TOP • (1) – 15′-6″L x 18D x 30″H – HAMILTON CASEWORK WALL CABINETS • (2) – 60″L WALL TRACK FOR SUPPLIES • (1) – 5′-6″L x 30″D x 34″H COMPUTER WORK TABLE o SEE DRAWING FOR DIMENSION, CONFIGURATIONS, DETAILS	$49,430.00
19149-R10 MOBILE 'A'	• (1) – SPACESAVER HIGH DENSITY MECHANICAL ASSIST MOBILE SHELVING SYSTEM – CAPACITIES: o <U1> UNITS HOLD (16) BANKER BOXES o <U2> UNITS HOLD (24) BANKER BOXES o <U22> UNITS HOLD (8) BANKER BOXES o <U23> HOLDS (12) BANKER BOXES o TOTAL BANKER BOXES STORED: 320 • (1) – WIRE CRAFTERS METAL FENCE WITH SLIDING GATE AND LOCK o APPROXIMATE DIMENSIONS ARE 22′L x 10′H	$76,000.00
19149-R8 MOBILE 'B'	• SPACESAVER HIGH DENSITY MECHANICAL ASSIST MOBILE SHELVING SYSTEM – CAPACITIES: o <U5> & <U6> UNIT HOLDS (38) HANDGUN AND (10) RIFLE BOXES. o <U7> UNIT HOLDS (32) HANDGUN AND (9) RIFLE BOXES o <U8> UNIT HOLDS (10) RIFLE BOXES & MISC. STORAGE. o <U10> UNIT HOLDS (9) RIFLE BOXES & MISC. STORAGE. o <U18> UNIT HOLDS (7) RIFLE BOXES & MISC. STORAGE. o <U19> UNIT HOLDS (10) RIFLE BOXES & MISC. STORAGE. o <U20> UNIT HOLDS (10) RIFLE BOXES. o <U21> UNIT HOLDS (9) RIFLE BOXES. ▪ TOTAL HANDGUNS STORED: 964 ▪ TOTAL RIFLES STORED: 389 o <U11> UNITS HOLD (14) BANKER BOXES o <U12> UNITS HOLD (21) BANKER BOXES o <U13> UNITS HOLD (28) BANKER BOXES o <U14> UNITS HOLD (42) BANKER BOXES ▪ TOTAL BANKER BOXES STORED: 294	$99,550.00
19149-R7 EVID ROOM CASEWORK/CUBICLES	• (3) – CUBICLE WORKSTATIONS – EACH WITH (2) RECTANGULAR DESKS, (1) WITH SIT/STAND CAPABILITIES 3-DRAWER STORAGE - SEE DRAWING FOR DETAILS • (1) – HAMILTON CASEWORK SINK BASE CABINET, SINK & EYE WASH WITH TRESPA PHENOLIC STEEL TOP • (1) – HAMILTON CASEWORK 2-DOOR BASE CABINET W/ SHELF AND TRESPA PHENOLIC TOP	$34,550.00

Systems Planner: Matt Meyer

Project #19149

Drawing No.	Description	Investment
19149 DEMO WORK	• REMOVE LOCKERS, STACK FOR REUSE BY OTHERS, DEMO WING WALLS, PONY WALL AND COUNTER, MILLWORK, SINK, MILLWORK AT PROCESSING ROOM, DUMP FEES • PAINT PROCESSING ROOM • LIFT 3 LIGHT FIXTURES, SAFE OFF ELECTRICAL AT MILLWORK, SURFACE MOUNT OUTLET FOR COPY MACHINE, RELOCATE OUTLET AND SWITCH AT PROCESSING ROOM	$20,250.00
20716 SUPPLY STORAGE	• SPACESAVER HEAVY DUTY 4-POST SHELVING FOR AMMO AND SUPPLIES o (3) – 48"W x 30"D x 68.75"H SHELVING SECTIONS FOR SUPPLIES/MISC. o (3) – 36"W x 30"D x 68.75"H SHELVING SECTIONS FOR AMMO/MISC. ▪ EXTRA HEAVY DUTY WITH FRAMED DOORS AND HASP LOCKS	$12,200.00
	OPTIONAL STRUCTURAL CALCULATIONS:	$2,900.00
	TOTAL (Includes all Materials, Tax, Freight, and Installation):	$307,500.00

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Sourcewell

Solicitation Number: RFP#010920

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Spacesaver Corporation,** 1450 Janesville Avenue, Fort Atkinson, WI 53538 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires March 25, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

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5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

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The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

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10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

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If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

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remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

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1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

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B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval. Vendor's deductible of $750,000 for *Workers' Compensation and Employer's Liability* insurance and self-insured retention of $500,000 for *Commercial General Liability Insurance* is approved.

21. COMPLIANCE

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A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient

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must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

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Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 3/23/2020 | 12:49 PM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 3/27/2020 | 6:12 PM CDT

Spacesaver Corporation

By: DocuSigned by: Steven G. Anderson A0B952BA794E494...

Steve G. Anderson

Title: Vice President of Finance

Date: 3/27/2020 | 4:54 PM CDT

RFP 010920 - Industrial and Workplace Storage Systems with Related Accessories

Vendor Details

Company Name:	Spacesaver Corporation
Address:	1450 Janesville Avenue Fort Atkinson, WI 53549
Contact:	Tammy Lee
Email:	contracts@spacesaver.com
Phone:	920-563-0771
Fax:	920-563-0755
HST#:	39-1054756

Submission Details

Created On:	Friday November 15, 2019 16:43:16
Submitted On:	Thursday January 09, 2020 08:54:55
Submitted By:	Tammy Lee
Email:	contracts@spacesaver.com
Transaction #:	63939efd-fb8a-4340-bb2a-a980f3b4ab28
Submitter's IP Address:	71.13.152.36

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Spacesaver Corporation	*
2	Proposer Address:	1450 Janesville Avenue Fort Atkinson, WI 53538	*
3	Proposer website address:	www.spacesaver.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Steve G. Anderson Vice President of Finance 1450 Janesville Avenue, Fort Atkinson, WI 53538 sganderson@spacesaver.com 920-563-0650	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tammy Lee Contracts Manager 1450 Janesville Avenue, Fort Atkinson, WI 53538 tlee@spacesaver.com 920-563-0771	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stephanie Soleska Contracts Administrator 1450 Janesville Avenue, Fort Atkinson, WI 53538 contracts@spacesaver.com 920-563-0591	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	WHO WE ARE We are innovators. We are problem solvers. We are solution providers. We reside in the world of storage every day and have done so for over forty years. Spacesaver was founded in 1972 by Theodore W. Batterman in the small town of Fort Atkinson, Wisconsin. Ted's mission was to help organizations maximize space, save energy, and increase productivity, and he realized that high-density mobile storage could accomplish all three goals at once. Working out of a barn with only seven employees, he spearheaded the development of high-density mobile storage and shelving for the United States. Spacesaver's client base has expanded dramatically since those early days, and today we've completed more than 300,000 installations in the U.S. and around the world. Our clients include a wide variety of organizations including; Universities, manufacturers, museums, government agencies, military bases and healthcare facilities. In 1998 Spacesaver became part of KI, a global company headquartered in Green Bay, Wisconsin, that was founded in 1941. As a wholly owned subsidiary of KI, Spacesaver is 100% employee owned. We take pride in running our business, and each decision, each action, each inaction, comes from the belief that our company reflects who we are. Everyone in the organization has a stake in the game. PRODUCTION FACILITIES Spacesaver Corporation has two manufacturing locations in Fort Atkinson, Wisconsin, with the main manufacturing operation at 1700 Janesville Avenue occupying 330,000 square feet and being completely dedicated to the manufacture of high-density mobile and other storage equipment. This state-of-the-art facility allows us to maintain short lead times and a high product quality. A second facility is located at 1450 Janesville Avenue, which is an 85,000 square-foot facility that houses some manufacturing functions as well as our corporate headquarters and sales, marketing, finance, and engineering services. CURRENT PROJECTS Spacesaver's current manufacturing methodology is LEAN MANUFACTURING. Lean manufacturing principles allow us to make to order without sacrificing lead times and efficiencies on the plant floor. All customer orders are pulled through our manufacturing facility to meet each unique customer request instead of the traditional batch and high inventory push methodology. Lean manufacturing reduces any obstacles in the direct flow of materials and substantially reduces inventory levels, which are passed on to our customers as savings and value added. This continuous flow concept allows a typical order to flow through our manufacturing facility in a quarter of the time of normal manufacturers. EXPERIENCE IN PROVIDING HIGH-DENSITY STORAGE SOLUTIONS We don't simply sell products to our clients – we work with them to invent solutions. We hold nearly 200 patents and have collaborated with the U.S. Marine Corps, public safety departments, and others to create well-designed, reliable, and aesthetically pleasing storage solutions. We strive to understand the complexities of our clients' space challenges and create complete solutions that integrate optimal workflow, safety, and security within each facility's unique structure. Our network of local distributors provides expertise from the earliest project design phases through product installation and maintenance, and we're committed to the highest standards of customer service. All system components have been chemically analyzed to assure compatibility with the stored collection, with no off gassing or volatiles present in the finished product. Spacesaver's commitment to our Core Market and overall quality was confirmed when we were selected and successfully installed the world's largest electrically operated high-density mobile storage system at the United States National Archives located in College Park, Maryland. This installation featured 2,000 plus carriages, 15 miles of recessed rail and over 500 miles of shelves to store our country's most precious documents.
8	Provide a detailed description of the products and services that you are offering in your proposal.	Spacesaver has been engineering and manufacturing systems continuously since 1972. Spacesaver's strategic approach is to continuously improve the systems technology to provide the safest and most reliable system on the market today using state of the art components. Unique to Spacesaver is our ability to provide a turnkey system solution including mobile, shelving, storage, installation, and service. We manufacture all our products out of one factory in Fort Atkinson, Wisconsin for better quality and on-time deliveries. Spacesaver's High Density Mobile Systems and Storage solutions are made to order to meet each customer's unique storage space. Our accessories and options

enhance any project. Our standard offerings include a wide range of sizes, colors and safety features, so be sure to contact your local authorized distributor to learn about all the possibilities.
Spacesaver's full line of Products and Services offered by Company.

• Mobile Products
o Wheeled carriages that travel on rails with various types of shelving or cabinets that eliminate the need for static rows of shelving.

• 4-Post & Case Type Shelving
o Highly adaptable, modular, and cost-effective shelving units with keyhole interlocking mechanisms that allow versatile configurations.

• Art Racks
o Our art rack systems offer easy operation and provide an efficient way to store, organize, and display collections.

• Cantilever Shelving
o Rugged and aesthetically pleasing shelving system has ideal uses in academic, corporate, and library applications.

• RaptorRAC Widespan Shelving
o Modular bulk racking that utilizes multiple different surfaces from steel to wire. RaptorRAC can also be configured on our mobile systems.

• Freestyle Personal Storage Lockers
o From schools to police departments, our modular locker line includes numerous accessories from shelves to pull out benches.

• Doors & Drawers
o An accessory to our 4 Post & Case shelving line, this line of products provides different sized drawers for any storage need. Our doors can convert any 4 post & Case system into a secure storage cabinet.

• Cantilever Racks
o Our Cantilever rack systems can serve as textile racks or parachute racks, providing durable storage in a variety of configurations.

• ActivRAC
o ActivRAC is our industrial line of mobile carriage system that has a high load capacity and is easy to install. This system is perfect for bulk storage systems.

• XTend High-bay Shelving
o Systems feature the strength of one-piece, welded upright frames and a patented side-shelf support system that provides structural integrity that isn't dependent on the shelves themselves. Shelves feature reinforced cold rolled steel box-formed construction.

• ControLOC
o Electronic locking system that allows for tracking of access which is a perfect solution for evidence storage rooms.

• Day Use Lockers
o Provide a unique storage solution that allows a secure way to store personal items in a sleek design that is customized to enhance the aesthetics of your space. Engineered with the customer in mind, our lockers come standard with the features needed to increase productivity and security in your space.

• Viking Museum Storage Cabinets
o Fully configurable interior and modular steel exterior is designed to protect your collections now and into the future.

• Universal Weapons Rack (UWR®)
o Both versatile and flexible, the UWR features adjustable racks to accommodate weapons of various lengths and types. Perforated doors and sides simplify weapons inventory.

• Firearm Lockers & Cabinets
o Highly secure gun lockers make temporary handgun storage safe and easy, and are ideal for interview rooms, common areas, or any other location or situation that requires secure storage.

Over 21,000 different individual parts make up our product offering presented. We are offering our full line of products to all Sourcewell members.

SPECIAL SERVICES

		All services provided by our Area Contractors are quoted on a per project basis. As each storage solution is unique, so are the needs of each individual buying entity. Our Area Contractors services include, but not limited to, the following: • Determine storage needs based on an on-site assessment • Assist with product selections, pricing, specifications, and color/finish selections • Provide project management from quote, order submittal, project completion, and training • Review advantages of using various storage methods • Discuss industry trends and storage life cycles • Assist in pre-project budget planning for cost and space comparison • Begin room plans and determine specific must have features • Review and coordinate all technical space requirements • Finalize all installation procedures and scheduling • Installation of systems by factory trained and certified teams • Relocation or System upgrade services • Provide facility management and in-service training • Assist in installation evaluation and review benefits • Provide warehouse space at no additional cost for up to thirty (30) days	
9	What are your company's expectations in the event of an award?	Our goal, if awarded, is to continue to grow our ability to serve the Sourcewell members in providing the best storage solutions that will enable them to maximize space, save energy and increase productivity so they can focus on serving their communities. In partnership with Sourcewell, our expectation is that we would be able to grow our sales efforts in the core markets of the Government and Education sectors through education and awareness of the contract benefits. In addition, Sourcewell's continued efforts in proactively working with Cooperative Purchasing Organizations like NIGP to educate agencies nationally on the benefits of adopting the Sourcewell contract.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please find Spacesaver's Consolidated Financial Statements for the past 3 years, Surety Letter and a copy of our current insurance certificate attached for your review – reference folder labeled Financials.	*
11	What is your US market share for the solutions that you are proposing?	Spacesaver is a wholly owned subsidiary of KI, a privately held, 100 percent employee owned company, which prefer to keep certain information confidential. Spacesaver is the Industry Leader in High-Density Mobile Shelving Systems. Spacesaver defines our business via our Top Core Markets; Education/Library, Public Safety, Military/Government and Museums. Agriculture is an emerging market for Spacesaver in 2020. We have dedicated Market Sales Managers in place that are committed to maintaining and growing our position in these markets.	*
12	What is your Canadian market share, if any?	Spacesaver has the same commitment to our Core Markets in Canada that we have throughout the United States. We will continue to grow and gain market share in Canada.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Spacesaver has never petitioned for bankruptcy protection.	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Spacesaver is a manufacturer. Spacesaver owes its success to the innovative network of independent small businesses (Spacesaver Area Contractors and Canadian Distributors) for sales, installation and services. Please see the attached list of our Distribution partners – reference document labeled The Spacesaver Group Distributor List. Spacesaver's exclusive distribution partners are experts in High Density Mobile System and Storage Solutions sales and services throughout the United States and Canada. Their experienced sales staff and Spacesaver factory trained and certified installers provide services that include consultation, new storage systems, relocations, modifications, and system add-ons. They are dedicated to meeting the needs of customers from the planning stages through installation and acceptance phases. In addition, all emergency service and maintenance calls have a typical maximum response time of 24 hours. When working with the Spacesaver Group, Sourcewell members will experience an unparalleled level of creativity and industry expertise, resulting from our 40+ years of experience. Our group generates storage solutions that perfectly fit the member's specific needs.	*

15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Please find attached a listing of Spacesaver registrations - licenses per state for your review. Spacesaver is authorized to sell products and provide services in all 50 states, District of Columbia and Canada, either directly or through one of our authorized dealers. Spacesaver complies with applicable federal, state, local and industry laws for each purchasing member wherever they are located. Spacesaver does work with third party certified service providers, our Spacesaver Area Contractors and Distributors, which are required to be factory trained and certified for installation of Spacesaver Products to maintain Warranty. Spacesaver is ISO 9001:2015 Certified. Initially certified in October 1999, Spacesaver has continued to improve its business processes to ensure future compliance. Ultimately, Spacesaver is committed to on-time deliveries that are accurate and meet with consistent, high-quality standards, and deliver solutions and product to our customers that provide the best value. Spacesaver ISO 9001 certification attached.	*
16	Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.	Spacesaver has not been subject to any suspension or disbarment in the past ten years or ever.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	High-Density Mobile Systems • Low-profile mobile systems • Standard mobile systems o Powered o Mechanical Assist o Manual • Heavy-Duty Mobile Racking Systems • Off-Site Archival Mobile Systems Evidence Storage • Evidence Drying Cabinets • Firearm Evidence Storage • Narcotics Evidence Storage • Evidence Lockers • Refrigerated Evidence Lockers Locker Storage • Day-Use Storage Lockers • Personal Storage Lockers • Gear Lockers • Fast Response Lockers • Security Lockers Weapons Storage • Universal Weapon Racks - UWR® • Pistol Racks • Gun Lockers • Portable Gun Safes Museum Storage • Preservation Cabinets • Botany/Herbarium Cabinets • Entomology Cabinets • Flat File Cabinets • Geology Cabinets • Textile Racks • Art Racks Shelving Storage • Library Cantilever Shelving • 4-post and Case • Heavy-Duty Wide Span Shelving Safety Features • Zero-Force Sensor (ZFS)® • Safety Sweep • Mechanical Sweep • Aisle-Entry Sensor • Aisle Lighting • Anti-Tip Protection • Programmable Aisles • Fire Park	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	2017 – Material Handling Product News Reader's Choice Award: ActivRAC Mobilized Storage System 2018 – Neocon Silver Award in the category of SPACE DIVIDERS/PARTITIONS/SCREENS: Day Use Lockers	*
19	What percentage of your sales are to the governmental sector in the past three years	Spacesaver's percentage of sales into the government sector in the past three years has been 34%. We have experienced sales growth in areas of the Government sector specific to Public Safety and Museums.	*
20	What percentage of your sales are to the education sector in the past three years	Spacesaver's percentage of sales into the education sector in the past three years is between 21% and 31%. The Education sector is our largest target market and we are forecasting growth over the next couple of years.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Spacesaver holds cooperative purchasing agreements with groups such as Omnia, Vizient and Premier. Spacesaver also holds up to 30 State/local government and University contracts. A growing number of State or local entities have adopted the Sourcewell cooperative as their lead contract. Annual Sales per GPO and State Contracts vary from $20k - $3 Million. Sourcewell is the most requested and utilized contract in Spacesaver's portfolio.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Spacesaver holds two General Service Administration (GSA) Contract number(s): Schedule 71, High Density Mobile Storage & Shelving: GS-28F-006BA. Annually, Spacesaver performs in the range of $650k - $1.3 Million. Schedule 84, Law Enforcement & Security Equipment: GS-07F-022BA. Annually, Spacesaver performs in the range of $100k - $1 Million.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Rutherford Courthouse	Jerry Preston	615-788-3824	*
Columbia River Maritime Museum	Curator, Jeff Smith	503-325-2323	*
DeKalb Public Library	Library Director, Dee Coover (retired)	815-756-9568	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
College/University	Education	AB - Alberta	Supplied Products and Services	Approximately $ 18K to $75K	Approximately $2M	*
College/University	Education	Virginia - VA	Supplied Products and Services	Approximately $10K to $69K	Approximately $1.4M to $2.7M	*
State Government - Police Department	Government	New York - NY	Supplied Products and Services	Approximately $1K to $325K	Approximately $3.7M	*
Federal Government - Museum	Government	District of Columbia - DC	Supplied Products and Services	Approximately $1K to $515K	Approximately $335K to $2.2M	*
College/University	Education	New Jersey - NJ	Supplied Products and Services	Approximately $8K to $100K	Approximately $2.2M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable.Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Spacesaver employees over 400 full-time, direct employees covering all areas of our business including manufacturing at our headquarters located in Fort Atkinson, Wisconsin. Our dedicated staff is focused on supporting Sourcewell members with their storage needs. • 8 – Sales Managers focused on growing sales in our Core Markets • 10 - Inside Sales Support and customer service teams, dedicated to serving our distribution partners • 12 - Business Development Reps – work directly with Sourcewell members on the project opportunities. • 20+ Engineering staff – supporting sales efforts and customer requests for special product applications.	*
26	Dealer network or other distribution methods.	Spacesaver sells all its products through its network of 45 independent small businesses (Spacesaver Area Contractors and Distributors) throughout the United States, Canada and international locations; including Australia & Malaysia, Middle East (Dubai), Mexico, Hong Kong, United Kingdom and the Caribbean. Our contracted U.S. distributors are located throughout the United States and cover every geographic area with over 84 offices with staffs that provide customized storage solution consultations and installation and service to existing and new customers. Both the Salespeople and the service personnel employed by these exclusive distributors are factory-trained and certified at Spacesaver, through both onsite and online training. There are over 400 storage consultants employed by our area contractors and distributors, and all are experts in the sales of Spacesaver products and services to potential customers in every market: education, library, government, public safety, museums, healthcare, industrial and business organizations. Please find the attached Distributor listing for your review – see The Spacesaver Group Distributor List	*
27	Service force.	Spacesaver's Independent Dealer network has over 250 factory-trained and certified service and installation professionals employed throughout the United States, Canada, Australia and the Middle East. At least 80% of their time and attention is focused on the installation and servicing of product at the member's or customer's location. Spacesaver has four direct, full-time installation personnel that travel worldwide as needed to install or service equipment. Additionally, Spacesaver has four direct, full-time service personnel that are dedicated to installation, service training, technical support and parts service that also travel as needed to provide on-site support.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Spacesaver launched dedicated Customer Service, Sales Support, and Field Service departments in February 2015 at the same time we implemented Salesforce.com as our CRM to ensure visibility and timely follow up on customer inquiries. These departments support our distribution partners and decrease time to acknowledgement of all complete orders. Having these departments in place ensures prompt and efficient communication to our distribution network with a response-time goal of 24 hours or less which, in turn, will allow our distributors to continually meet the delivery needs of the Sourcewell members in an efficient and effective manner. Each of our distribution partners offer a complete customer service package – beginning with free space and storage needs assessment, propose product solutions tailored to meet the specific need of the member with drawings and quotations, sales, delivery, installation, warranty, and ongoing service maintenance to each Sourcewell member. In addition, they provide onsite training to member personnel on product usage. Local sales and services are available if additional equipment is needed or if existing equipment would need service or modification.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Spacesaver and our Authorized Dealer Network are authorized to sell and provide services in all 50 states, the District of Columbia, Canada and more. Spacesaver is not limited to any geographical area.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Spacesaver can fully serve ALL Sourcewell Member market segments through the proposed contract.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Spacesaver does not have any specific requirements or restrictions which apply to Sourcewell Members located in Hawaii and Alaska and in US Territories. For shipments destined to other U.S. States (outside the 48 U.S. contiguous) or foreign territories, delivery will be made to a prearranged port. Members shall prepay all freight charges and any extra expenses resulting from requests for special delivery, shipping method, additional packaging required or special carrier.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Spacesaver regularly promotes our partnership with Sourcewell (formerly NJPA) in its overall marketing strategy—and has been doing so for the past 4+ years. We anticipate continuing and expanding our efforts to promote an awarded contract in the following ways: Trade shows Spacesaver exhibits at approximately 20 trade shows per year, including but not limited to; • American Alliance of Museums (AAM) • Athletic Equipment Managers Association (AEMA) • American Football Coaches Association (AFCA) • American Library Association (ALA) • International Association of Chiefs of Police (IACP) • International Conference of Indigenous Archives (ATALM) • NeoCon • New England Museum Association (NEMA) • Southeastern Museum Conference (SEMC) In addition, our distribution partners exhibit at several state/local shows and conferences. We currently promote our awarded contract by using Sourcewell-provided signage and flyers in our display booths to educate attendees about the contract. Website Our website is a powerful lead generator and it provides an ideal platform to educate prospective clients about Sourcewell's benefits. ● Our contracts page features our current Sourcewell awarded contract front and center and provides a link to our supplier landing page on the Sourcewell site. ● Case studies and blog posts featuring awarded member projects ● Landing pages that coordinated with an email campaign that promoted Sourcewell. See an example attached under Marketing Material folder – Sourcewell Contract Information Sheet. Sales reps We continue to build our sales reps' familiarity with Sourcewell and their capacity to sell on the contract via: ● Our Distributor Extranet site, SpaceNet features pricing guides and a variety of co-branded Sourcewell marketing material that is available to help sales reps understand the features and benefits of the contract and how to guide a member or potential member on how to utilize the Sourcewell contract. ● Sales team trainings and continued engagement ○ E-newsletters ○ Webinars- either Spacesaver or Co-Branded with Sourcewell to educate our distribution sales reps on the contract benefits ○ "Show and tell" (experienced reps share experience working with Sourcewell) ○ Contract briefs – provides both our internal and external sales teams with the terms and conditions specific to the solicitation and our awarded Sourcewell contract. ○ Case studies – featuring specific projects that solved a need for Sourcewell members. ○ Sharing Vertical Market Managers' expertise – We have dedicated Market Managers focused in our Core Markets that will work with our Distribution partners to educate them on the benefits of the contract. • Spacesaver will share and encourage attendance from our Distributors to Sourcewell hosted events like, Get to Know Us and Sourcewell University. ● Marketing tools like Flyers, Case Studies and Promotional Videos Social Media / Public Relations We will publicize and promote awarded contract and specific member projects (as authorized) via our social media and news outlets. Emails to prospective clients Email is one of our most effective forms of active outreach. We have promoted Sourcewell in the past and will continue to do so.	*

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Spacesaver Marketing Team is driven by data. We use a variety of tools to refine, support, and amplify our message. ● BIM Objects / Revit – We make it easy for architects to specify our products by making them available on this popular design platform ● Salesforce portal – Allows easy access for the entire Spacesaver team and our sales reps to specific contracts information. ● SEO and website analytics – We use Google Analytics, Hotjar, and a variety of SEO tools to capture and measure web traffic and observe visitor behavior ● Social media analytics – Our active Facebook, Instagram, and LinkedIn accounts drive traffic to our website and provide new ways for prospective clients to learn from and interact with us ● Email analytics – We use the Pardot platform, which integrates with Salesforce to help us track and follow up with prospective clients	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We anticipate that Sourcewell will continue to proactively provide educational materials in a variety of media to help us explain and raise awareness of the benefits of purchasing on the contract to our sales reps and prospective clients. These include tradeshow signage, team trainings, webinars, case studies, etc. We also anticipate that Sourcewell will release periodic communications to agencies that will promote Spacesaver's inclusion on the awarded contract and highlight examples of our work.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Spacesaver does not currently and do not anticipate implementing an e-procurement ordering process for our product offering, due to the complexity and made-to-order configurability of our product offering.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Upon installation completion, a Spacesaver representative will do a complete walkthrough of all new equipment. Training, at no additional cost to the member, will include: System operation, end user safety functions, maintenance, contact information, and any other end user questions. In addition, an Operators Instruction Manual will be provided for the specific system purchased. If requested, an operation plaque may be provided for continued end user instruction. Maintenance contracts are available for a fee from the local representative on a project by project basis.	*
37	Describe any technological advances that your proposed products or services offer.	Spacesaver launched our new TUSC™ platform with Bluetooth connectivity in September 2019. This patent-pending technology allows end users and service technicians to access powered mobile systems via a smart device. The platform enables customers the ability to control powered mobile systems wirelessly. This new platform can be retro fitted to all existing Spacesaver Eclipse® Systems. LCD touchscreen technology has become part of our everyday lives. Striving for optimum ease-of-use and security, Spacesaver recently launched our own LCD touchscreen called, Touch Technology Control™. This new control is the standard on our Eclipse Powered System® mobile storage. Touch Technology provides the customer with the ability to fully customize the interface with graphics, colors, screensavers and languages to fit specific application needs. Controlled audit access is available making it an ideal system for a variety of markets and high-security applications. All existing Spacesaver Eclipse® Systems can be upgraded with these new LCD touchscreen controls.	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Spacesaver has made a comprehensive effort to incorporate sustainable practices and policies into our manufacturing responsibilities and practice the following goals: • Incorporate the largest percentage of recycled content into our products so that they can be easily recycled, disassembled, and field repaired. Search for vendors and alternative materials that offer the largest recycled post-consumer and post-industrial content. • Reduce the use of packaging materials by innovating the way our product is shipped by utilizing cube capacity loading to maximize trailer loading while eliminating banding, shrink wrapping, and cardboard sleeves. Our packaging uses 100% recyclable material and is created with the highest post-consumer content cardboard available through our suppliers. • Conserve fuel and energy. Implementation of new processes and equipment based on a detailed analysis of environmental, capital, and operating costs. Please reference Sustainability folder – Attachments	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	SCS Indoor Advantage Gold Certification USGBC | U.S. Green Building Council Green Masters Program Please reference Sustainability folder – Attachments	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Spacesaver is classified as a Large Business. Spacesaver sells all its products through its network of independent small businesses. Included in our distribution network is; three women-owned businesses and two service-disabled businesses.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Spacesaver is not a one size fits all company. We don’t simply sell products to our customers – we work with them to invent solutions. We strive to understand the complexities of our customers space challenges and create custom, unique, and complete solutions with value-add products that integrate optimal workflow, safety, and security within each unique structure. Spacesaver provides carriages with an intregral retaining lip that secures storage housings to the carriages (unique to Spacesaver), choice of three guidance types (other vendors have one type), rail type to match guidance and application (over 12 types), carriage capacities (fitting the requirements of each customer), modes of operation, state of the art safeties – all to provide a customized solution for each customer. In fact, over 60% of our projects include some sort of customized special component.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Spacesaver is presently promoting and servicing Sourcewell members in Canada through our Canadian Distributor Partners. Spacesaver is extending its proposal to Sourcewell Canadian Members.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	Spacesaver has an emphasis on customer satisfaction and continuous improvement. The statement of warranty is our continued commitment that Spacesaver is dedicated to serving our customers. Please reference our attached Statement of Warranty – for full coverage by product.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The warranty does not apply to any product which has been subject to misuse, negligence, or accident; has been damaged in shipment, storage, or installation; has been misapplied, has been modified or repaired by unauthorized persons or has been repaired with non-standard Spacesaver replacement parts. Please reference our attached Statement of Warranty for full details.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, Labor is included at no cost during the first year.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Spacesaver and our Authorized Dealer Network are authorized to sell and provide services in all 50 states, the District of Columbia, Canada and more. Spacesaver is not limited to any geographical area.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Spacesaver is the manufacturer and all products included in our proposal will be covered.	*
48	What are your proposed exchange and return programs and policies?	Spacesaver is a custom manufacturing company – with product specifically manufactured per customer order. Due to the nature of Spacesaver's products, design drawings and acceptance are an up-front requirement; consequently, all engineer-to-order or custom-designed systems will not be accepted as returned goods unless Supplier error, recall, or defect necessitates a return. Custom product orders cannot be cancelled once production has begun. All request for returns will be reviewed by Spacesaver, and, if approved, subject to a 30% restocking fee. Please see our Return Goods Policy attached for complete details.	*
49	Describe any service contract options for the items included in your proposal.	Service contracts for Spacesaver products are available and negotiated at the local level directly between the Member and the Spacesaver Area Contractor/Distributor.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	We do not currently, nor have any plans to offer leasing options for our equipment. Some of our Independent Distributor partners may offer financing options to member. Any financial options would need to be worked out between the member and our Authorized Distributor during the project quote phase.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Spacesaver's Authorized Distributors will respond to all Sourcewell Member requests for quotations, per the terms of the contract. The distributor will handle all purchase orders and invoicing issued by the member. The distributor will submit an order for manufacturing to Spacesaver with the Contract and member identified. Spacesaver then validates the member number and our system allows us to pull each order with contract pricing in order to report sales appropriately to Sourcewell.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Although some of our Independent Distributor partners may accept P-card payment process, not all of them do. This type of payment option would need to be worked out between the member and our distributor prior to purchase.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Spacesaver is providing a percentage discount off our commercial product price list. To support our "green" initiatives, Spacesaver no longer provides printed copies of our price list. Spacesaver price lists are only available via electronic format (PDF). We have attached a copy of our commercial price list for your reference. Spacesaver does not have our price list posted publicly and asks that Sourcewell keep it on file for reference if a member should request pricing confirmation, upon award but not publish on their website. Spacesaver mobile systems are a customized solution with numerous options for size, laminate and paint finish. We did not list a SKU # for every option in our price list. Spacesaver's distributor will work with each member on product selection and finishes.	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Spacesaver catalog provided show list price in U.S. dollars by part number. Spacesaver is proposing a tiered percentage discount range of 40.5% to 54% off list price based on the total list price by designated product categories per member project. Spacesaver's products are engineered-to-order based on the specific needs of the Member, this includes their storage requirements, space availability and limitations. As a result, a Spacesaver "product" is comprised of a multitude of line items. The line items are combined to develop the "product", and, in turn, the contract discount is applied. Within each product category a list price volume tier structure discount is applied to the commercial price list in effect at that time. Our distributor can provide each member a detailed quote by line item to ensure the Member that they are getting the correct discount based on the proposed solution. Please reference the Spacesaver Price Sheet document provided under the Pricing section of the RFP for complete tiered discounts proposed.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Spacesaver allows participating public agencies to request an additional pricing review by Spacesaver or our Authorized Distributor if the volume for a project exceeds its higher tier discount proposed.	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Spacesaver and our distributor will assist members by providing a total storage solution that will meet their project scope, this includes "sourced" (non-Spacesaver product), non-standard or custom options. These Sourced, Open Market, Non-Standard or Custom items will be quoted per project based on size and scope. For Spacesaver manufactured, non-standard or custom items we will attempt to ensure that pricing is consistent with our current discounting structure proposed on contract.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	High Density Mobile, Shelving and Storage Solutions by Spacesaver are a customized solution to meet the specific customer's need. No two solutions are the same. Our custom solutions require assembly and installation of hundreds of parts by a highly skilled, factory trained and certified installer or the warranty covering the system is void. Spacesaver is proposing that installation be quoted by project to provide the best value, lowest cost to each buying entity based on the size and scope of their specific project. Spacesaver's Authorized Distributors would provide a quote for installation, inside delivery, and any other additional costs associated to the project direct to the Sourcewell member.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	The Spacesaver distribution partner will provide each member with a freight and inside delivery quote per project based on the size and scope of the member's specific project. This will provide the best value, lowest cost to each member. Shipping and delivery method will be agreed upon between the distributor and member prior to member purchase.	*

60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Spacesaver distributor will work with the Sourcewell member to select the carrier and shipping method that will provide the member with the best value, lowest cost option. Members will be invoiced for all freight charges and any extra expenses resulting from requests for special delivery, shipping method, additional packaging required, or special carrier.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Spacesaver utilizes multiple delivery options to accommodate member's site conditions and specifics. Shipment methods include; Standard LTL, Truckload or Parcel via FedEx or UPS. Our distribution partners provide options that allow members to ship full truckloads of product to the distributor warehouse to be re-delivered in smaller trucks to the member's facility.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Spacesaver holds multiple contracts agreements. Our objective is to keep pricing in line in our portfolio to provide the best value to our customers.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Spacesaver utilizes Salesforce.com as our contract communication tool. It allows us to store all the pricing, discounts and terms of each specific contract. It is one method we utilize to ensure proper pricing is used with each member project. In addition, Spacesaver implemented a Configuration software which our distribution partners utilize to submit manufacturing orders. This Configuration software allows Spacesaver the ability to upload per-contract pricing and discounts to ensure that members are receiving the proper pricing per the terms of the contract. Through this software, our distributors have the ability to provide each member a detailed quote per the contract terms. We capture a contract sale by an internally/externally applied contract number and member number, and after shipment, can pull information required to process administrative fees due and quarterly contract reporting to our contract partner.	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Spacesaver would like to propose a 1% administrative fee calculated as a percentage of the contract sale price, to be payable to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract.	*

Table 14: Industry Specific Questions

Line Item	Question	Response *	
65	If you are awarded a contract, provide examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Spacesaver has implemented Business Intelligence (BI) software that automatically tracks and reports sales by contract, by market, by product and by our distributor partners. Sourcewell is the most utilized contract in our portfolio. We are already utilizing this information to get a better understanding of what member type is utilizing our contract to drive Go-To-Market campaigns, understand where we need to train our Distribution partners on the Contract benefits, and if there is potential for new product development based on member needs. Spacesaver also utilizes Salesforce to track potential sales opportunities with members to monitor the project through the entire sales cycle.	*
66	Describe how your products will help our members organize their inventory of products.	Spacesaver provides customized solutions for any storage facilities' storage requirements. In addition to the use of existing shelving or cabinets – Spacesaver offers four post shelving, case type shelving, cantilever, and wide span shelving that is designed to be placed directly on the floor or integrated with our high-density mobile systems. Spacesaver high-density storage systems double storage capacity of existing floor space and our customized solutions improve organization, consolidate inventory, and improve efficiency and streamline workflow – all making inventory management simpler and more accurate.	*
67	Describe the ability to adapt your products through modification or replacement to address obsolescence resulting from advances in technology.	In 2006, Spacesaver introduced Eclipse Powered Systems®. Eclipse Powered Systems® have been and continue to be the easiest to use, most cost effective, and most flexible high-density mobile storage systems on the market. With state-of-art technology and room to grow, Eclipse was designed for the long haul. Spacesaver has always been dedicated to providing excellent value to our customers, including supporting our products for as long as possible. That said, equipment ages, technology advances, and our suppliers have ceased making many components needed to support our older powered systems. Spacesaver offers upgraded product enhancements for customers that may have purchased a Spacesaver powered mobile system prior to 2006. While these systems may still be in good operating conditions, these product enhancements replace obsolete components to updated electronic components that allows the customer to continue to use and service their existing systems. These upgrade/enhancement packages are a lower cost alternative to full system replacement and provide improved reliability, functionality and continued repairability.	*
68	Identify any certification(s) that your business or products have attained or received that differentiate you in the industry.	All Spacesaver Powered High-Density Mobile Systems are UL System Listed. Spacesaver is ISO 9001 Certified. Spacesaver has received the U.S. Green Building Council Certification. Spacesaver is SCS Global Services – Indoor Advantage Gold, Indoor Air Quality Certified. Spacesaver's Library Shelving is ANSI Z39.73-1994 Certified for Single Tier Steel Bracket Library Shelving. Spacesaver holds over 200 patents over the lifetime of our products. Several of these patents have established the standard for High-Density mobile systems in the industry.	*
69	Describe how you would assist our members to best utilize and maximize available space.	Spacesaver does exactly what our name implies – we save space. Lots of it! Our high-density storage systems will do one of two things – provide the same amount of capacity in half the space or provide two to three times as much storage in the same space. By mounting virtually any type of storage housing, including existing shelving and cabinets, on our wheeled carriages that travel on rails – wasted space created by fixed aisles can be eliminated - freeing valuable floor space for other, more productive uses – including additional storage. No other storage solution is as cost-effective or space efficient. Regardless of size and weight, there is a Spacesaver Mobile Storage System to meet the needs of all Sourcewell members.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - Financials.zip - Wednesday January 08, 2020 15:39:37
- Marketing Plan/Samples - Marketing Materials.zip - Wednesday January 08, 2020 21:53:39
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty.zip - Wednesday January 08, 2020 15:42:18
- Pricing - Pricing.zip - Wednesday January 08, 2020 22:01:03
- Additional Document - Additional Documents.zip - Wednesday January 08, 2020 21:54:50

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Steven G. Anderson, Vice President Finance, Spacesaver Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Amend Staffing Allocation in the Police Department.

MEETING DATE: November 15, 2021

EXECUTIVE SUMMARY

The City Manager, upon recommendation from the Chief of Police, recommends changing the staffing allocation plan by adding one (1) Lead Electrical Technician.

FISCAL IMPACT

The cost for the balance of FY 2021/22 for one Lead Electrical Technician with benefits is estimated to be $82,706. The costs for the position will be absorbed within the current Police Department budget.

RECOMMENDATION

The City Council adopt a resolution to amend the authorized positions by adding one (1) Lead Electrical Technician to the Police Department.

BACKGROUND

The Police Department has identified the need for an advanced level Electrical Technician to perform a variety of specialized electrical functions and possess in-depth knowledge of public safety operations.

The Lead Electrical Technician will perform a variety of duties including overseeing, monitoring, maintaining and diagnosing electrical repairs and modification of systems and hardware as outlined in the City of Pittsburg Lead Electrical Technician job description, to also include public safety body worn cameras, city surveillance systems and in-car camera systems.

Additionally, the Lead Electrical Technician will diagnose electrical repairs and modifications to electrical equipment in the Police Department. There are presently no Lead Electrical Technicians assigned to the Police Department.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City Council is asked to change the staffing allocation in the Police Department to add one (1) regular full-time Lead Electrical Technician. Once approved by Council, the Police Department will work with Human Resources to develop a recruitment plan to fill the full-time regular Lead Electrical Technician by December 2021.

In accordance with Personnel Rule 3.4, the City Council is asked to allocate one full-time regular Lead Electrical Technician.

ATTACHMENTS: Resolution

Report Prepared By: Brain Addington, Chief of Police

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)
to Allocate One Position to the Police) RESOLUTION NO. 21-
Department)

WHEREAS, the City Manager recommends amending the staffing allocation plan due to staffing needs in the Police Department; and

WHEREAS, the City's Personnel Rules calls for the City Council to allocate positions to each classification; and

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.

Section 2. The City Council adopt this Resolution approving the amendment to the authorized staffing allocation by adding one full-time regular Lead Electrical Technician with a maximum salary of $8,459 per month plus fringe benefits.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of November 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Allocate Funds and Authorize Execution of the First Amendment to the On-Call Civil Engineer Consulting Services Agreement with MNS Engineers, Inc.

MEETING DATE: November 15, 2021

EXECUTIVE SUMMARY

Due to several vacant staff positions in the Engineering Division, there is a need to continue to use consultants to manage critical capital projects. This resolution will authorize an amendment to City's agreement with MNS Engineers, Inc. to increase the total compensation during the term of the agreement from $500,000 to $800,000 and allocate $100,000 to one of the projects the firm is managing.

FISCAL IMPACT

If approved, the resolution will allocate $100,000 from unallocated fund balance in the General Fund (Fund 110) to Project 3324, California Theatre – Phase I. The remaining $200,000 of the contract amendment would be paid from project budgets or operating budgets already approved by the City Council.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to execute the First Amendment to the On-Call Civil Engineering Consulting Services Agreement between the City and MNS Engineers, Inc. to increase the total compensation from $500,000 to $800,000, and allocating $100,000 from the General Fund to Project 3324, California Theatre Phase I.

BACKGROUND

On May 4, 2020, the City Council adopted Resolution 20-13774, approving a list of 21 civil engineering firms that responded to a Request for Qualifications (RFQ) and were qualified to provide engineering services on an on-call basis. The list is valid for two years.

Consultants from the on-call civil engineering list provide engineering services, including surveying, design, and traffic studies for projects in the Five-Year Capital Improvement Program (CIP). The CIP includes projects to maintain, replace or expand the City's water lines, water treatment plant, sewer collection system, stormwater facilities, parks, streets, public buildings, and other forms of infrastructure.

Creation of an on-call list of pre-qualified consultants streamlines the process for hiring local firms to provide these services, reducing the amount of time spent by staff if they were to be selected on a project-by-project or emergency basis.

Once a pre-qualified consultant is selected to perform work on a particular project, a task order for that specific work is issued. Costs for each task order are paid from budgets for capital projects or operating budgets approved by the City Council. Task orders cannot exceed $250,000, and total compensation for each firm cannot exceed $500,000.

MNS, Engineers, Inc. is one of the firms on the On-Call list and entered into an agreement with the City to provide services for compensation up to $500,000 during the contract term.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Over the last year and a half, several key vacancies in the Engineering Division staff, in combination with a large number of capital projects in the queue, have created a need for consultants to augment staff for the management of capital projects.

Staff reached out to the firms on the on-call list to manage projects currently in the queue. Only one consultant, MNS Engineers, Inc, had available staff to manage capital projects.

Since December 2020, the City has issued 10 task orders to MNS Engineers, Inc. to provide support to 13 capital projects. This support has been critical in moving projects forward such as the California Theatre Balcony Level Occupancy project, Fuel Storage Tank Removal and Replacement Project, Traffic Signal Upgrade Project, and Loveridge/Leland Pavement Rehabilitation Project. The total compensation to this consultant is approaching the maximum allowed under the current agreement.

Engineering still has several vacant key positions and therefore requires additional support from MNS Engineers, Inc. to keep critical projects moving forward. The Director of Public Works/City Engineer determined a contract amendment increasing the total compensation by $300,000, for a new maximum of $800,000 during the agreement term, is necessary.

In addition, the use of a consultant to manage the California Theatre balcony project has increased costs not covered by grants to the project. For this reason, staff is requesting allocation of an additional $100,000 to Project 3324, California Theatre – Phase I.

ATTACHMENTS: Resolution
On Call Consultant Services Agreement
On Call Agreement First Amendment

Report Prepared By: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorize Execution of the First Amendment to On-Call Civil Engineering Consulting Service Agreement with MNS Engineers, Inc.	))))	RESOLUTION NO. 21-

WHEREAS, on May 4, 2020, the City Council adopted Resolution 20-13774, approving a list of 21 civil engineering firms that responded to a Request for Qualifications (RFQ) and were qualified to provide engineering services on an on-call basis; and

WHEREAS, MNS, Engineers, Inc. is one of the firms included on the On-Call list, which is valid for two years; and

WHEREAS, once a pre-qualified consultant is selected to perform work on a particular project, a task order for that specific work is issued; and

WHEREAS, task orders cannot exceed $250,000, and total compensation for each firm during the term of the On-Call agreement cannot exceed $500,000; and

WHEREAS, over the last year and a half, vacancies at several key staff positions, in combination with a large number of capital projects in the queue, has created a need to utilize consultants to augment staff for the management of capital projects; and

WHEREAS, staff reached out to the firms on the on-call list who could provide staff to manage projects currently in the queue and only one consultant, MNS Engineers, Inc, had available staff to manage capital projects; and

WHEREAS, the Director of Public Works/City Engineer determined a $300,000 increase in the total compensation to MNS Engineers, Inc., from $500,000 to $800,000 for the term of the agreement, is necessary to complete critical projects; and

WHEREAS, if approved, the First Amendment will authorize a revised maximum on-call agreement amount of $800,000 for this two-year term; and,

WHEREAS, staff recommends an allocation of $100,000 from the General Fund to Project 3324, California Theatre, to cover the additional costs for management of the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the First Amendment to the On-Call Civil Engineering Consulting Services Agreement Between the City of Pittsburg and MNS Engineers, Inc. and allocates $100,000 from the General Fund (Fund 110) to Project 3324, California Theatre – Phase I.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of November 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

FIRST AMENDMENT TO
ON-CALL ENGINEERING CONSULTING SERVICES AGREEMENT BETWEEN
CITY OF PITTSBURG
AND MNS ENGINEERS, INC.

This First Amendment to the Principal Agreement made and entered into on December 3, 2020, hereafter referred to as Agreement, between MNS Engineers, Inc., a California corporation, therein referred to as Consultant or MNS Engineers and the City of Pittsburg, a municipal corporation, therein referred to as City, is made and entered into on this ___ day of November, 2021.

WHEREAS, the parties entered into the On-Call Civil Engineering Consulting Services Agreement Between the City of Pittsburg and NCE on December 3, 2020; and

WHEREAS, the Agreement provides at Section 2 that total compensation during the term of this agreement shall exceed $500,000 unless authorized by amendment to the Agreement, and

WHEREAS, the City seeks to amend the Agreement pursuant to its terms to increase the amount of compensation during the term of this agreement by $300,000.

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

1. Compensation. The first paragraph of Section 2 of the Agreement is hereby amended to read as follows::

The Consultant shall be paid for the actual fees, costs and expenses for all time and materials required and expended, pursuant to the rate schedule incorporated in Task Orders issued per this Agreement. A total-not-to-exceed amount of compensation will be determined by the Task Order(s) issued. In no event shall total compensation exceed the amount of the Task Order, without City's prior written approval. Unless authorized by amendment to this agreement, executed by the Parties, no Task Order shall exceed $250,000. The total compensation during the term of this agreement shall not exceed $800,000. The not to exceed dollar amount is not a guarantee that the City will issue Task Orders for that full amount to the Consultant, or that City will enter into a Task Order with Consultant, but is merely a limit of potential City expenditures pursuant to a Task Order under this agreement..

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

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

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

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

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

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

CONSULTANT:

MNS ENGINEERS, INC a California corporation

By: _____

Jeff Edwards, Vice President

CITY:

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

By: _____

Garrett Evans, City Manager

ATTEST:

By: _____

Alice Evenson, City Clerk

APPROVED AS TO FORM:

By: _____

Donna Mooney, City Attorney

ON-CALL CIVIL ENGINEERING CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PITTSBURG AND MNS ENGINEERS INC.

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and MNS Engineers, Inc. ("Consultant") (together referred to as the "Parties") as of December 3, 2020 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Task Orders issued during the term of this Agreement, and incorporated herein, at the time and place and in the manner specified therein.

1.1 Scope of Services. Consultant is expected to perform the following services as specified in Task Orders issued during the term of this agreement:

Assist staff with processing documentation related to the City's Capital Improvement Program, including:

1. Coordination with Caltrans for federal-aid project approvals
2. Facilities planning studies
3. Unanticipated capital improvements/repairs/modifications/studies
4. Programming and project scope development
5. Schematic design and design development
6. Value Engineering, Constructability Review, and Peer Review
7. Project meeting coordination and minutes preparation
8. Preparation or review of detailed cost estimates
9. Internal and regulatory agency project approval coordination
10. Preparation or review of traffic studies
11. Obtaining right of way and easements

Preparation or assistance in the preparation of construction documents:

1. Develop Plan, Specifications and Estimates for projects
2. Coordination with outside agencies and utilities
3. Development of detailed project schedules and cost estimates
4. Assistance during bidding and construction
5. Construction monitoring
6. Shop drawing review
7. Coordination and preparation of change orders

8. Preparation of as built plans from marked construction plans
9. Construction management
10. Surveying

1.2 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on April 20, 2022, all Task Orders issued during the term of this Agreement, shall be completed within three(3) years of the end date of this Agreement unless otherwise terminated by the one or both of the Parties, or extended, as authorized by an amendment to this agreement, executed by the Parties.

1.3 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.4 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.

1.5 **Time.** Consultant shall devote such time to the performance of services pursuant to Task Orders issued per this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. **COMPENSATION.** The Consultant shall be paid for the actual fees, costs and expenses for all time and materials required and expended, pursuant to the rate schedule incorporated in Task Orders issued per this Agreement. A total not-to-exceed amount of compensation will be determined by the Task Order(s) issued. In no event shall total compensation exceed the amount of the Task Order, without City's prior written approval. Unless authorized by amendment to this agreement, executed by the Parties, no Task Order shall exceed $250,000. The total compensation during the term of this agreement shall not exceed $500,000. The not to exceed dollar amount is not a guarantee that the City will issue Task Orders for that full amount to the Consultant, or that City will enter into a Task Order with Consultant, but is merely a limit of potential City expenditures pursuant to a Task Order under this agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of

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

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

- A unique invoice number;
- The beginning and ending dates of the billing period;
- A Task Summary identifying the scope of services performed including project name, number, or Task Order name/description
- Detail of Charges including, where appropriate, labor (by sub-category), travel, materials, equipment, supplies, subcontractor charges, and miscellaneous expenses (include title, number of hours, and hourly rate billed).
- An Invoice Summary containing the original Task Order amount, the amount of prior billings, the total due this period, the balance available under the Task Order, 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 Consultant's signature.
- Invoices shall be addressed to:

  City of Pittsburg
  Engineering Division
  Attn: Gina Haynes
  65 Civic Avenue
  Pittsburg, CA 94565

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for

authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

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

2.4 **Reimbursable Expenses.** Reimbursable expenses, if any, are to be specified and included in the total compensation authorized per Task Order. Expenses not listed the approved Task Order are not chargeable to, or reimbursable by, City.

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

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

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

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

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

have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

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

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

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

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

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be

primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

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

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

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate covering the Consultant's errors and omissions.

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

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

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

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

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

4.4 All Policies Requirements.

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

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

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

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 **General Requirement.** To the fullest extent permitted by law, Consultant shall 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 Consultant, its officials, officers, employees, agents, 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. Consultant shall defend, at Consultant'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. Consultant 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. Consultant 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. Consultant'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 Consultant'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 Consultant. This Section **5.1** shall survive any expiration or termination of this Agreement.

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

Section 6. STATUS OF CONSULTANT.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

7.3 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are

legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

8.3 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City

Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

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

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

8.5.1 Immediately terminate the Agreement;

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

8.5.3 Retain a different consultant to complete the work described in the Task Orders issued during the term of this Agreement not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in the Task Orders issued during the term of this Agreement that are unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

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

Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

Consultant: MNS Engineers, Inc.
111 N. Market Street, Suite 440
San Jose, CA 95113
ATTN: Jeff Edwards

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 included in any Task Orders issued during the term of this Agreement represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistences between this Agreement and Task Orders issued during the term of this Agreement, the Agreement shall control.

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

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

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

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

CITY OF PITTSBURG

Garrett Evans, City Manager

CONSULTANT

Jeff Edwards, Vice President

Attest:

Alice Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

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

CONSULTANT

By: _____

Title: VICE PRESIDENT

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute a First Amendment to the Agreement with Brezack and Associates Planning for Contract Planning Services

MEETING DATE: November 15, 2021

EXECUTIVE SUMMARY

On June 18, 2021, the City entered into an agreement with Brezack and Associates Planning ("Consultant") to provide contract staff planning services ("Agreement") while recruiting for the Assistant Director of Planning position. The First Amendment to the Agreement with Consultant is to increase the compensation for continuing planning services while the City recruits additional Planning staff.

FISCAL IMPACT

If approved, the First Amendment would add to the scope of work and increase the compensation under the current contract by $31,620, for a total contract amount of $81,620.

To date, the City has paid the Consultant approximately $35,612.20. Approximately $9,650 of the total amount paid to the Consultant to date has been reimbursed through developer deposit project accounts.

Costs to the City will be paid utilizing funds budgeted for the Planning Manager and Senior Planner positions, which have been vacant for the entirety of the fiscal year to date.

RECOMMENDATION

City Council adopt the Resolution authorizing the City Manager to execute the First Amendment to the Agreement with Brezack and Associates Planning for contract planning services.

BACKGROUND

On June 18, 2021, the parties entered into an Agreement with the Consultant for contract planning services due to staffing vacancies. Consultant has assisted on preparing and/or review CEQA documentation for numerous projects, including the Mount Diablo Resource Recovery project, and CEQA determinations for grant applications and parks projects.

Consultant was chosen due to their extensive CEQA knowledge and the number of complex environmental reviews currently being processed by the City.

SUBCOMMITTEE FINDINGS

This item was not submitted to a subcommittee.

STAFF ANALYSIS

Staff requests authorization to extend the contract term and budget to support the transition of the recently hired Assistant Director of Planning, mentor Planning staff on CEQA issues, process permit applications, and provide planning counter assistance. The extended term is anticipated to allow Consultant to continue to provide planning services through the end of the calendar year.

ATTACHMENTS

Resolution
Draft First Amendment to the Agreement with Brezack and Associates
Consultant Agreement

Report Prepared By: Jordan Davis, Director of Community and Economic Development

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute)
a First Amendment to the Agreement) RESOLUTION NO. 21-
with Brezack and Associates Planning)
for Contract Planning Services)

WHEREAS, on June 18, 2021, the parties entered into an Agreement for consulting planning services; and

WHEREAS, the City wishes to extend the contract term and budget and is requesting consultant support the transition of the recently hired Assistant Director of Planning, mentor staff, process permit applications, and provide planning counter assistance; and

WHEREAS, Brezack and Associates Planning has submitted a proposal to continue to provide contract planning services, in the amount of $31,620, to continue to provide contract planning services through approximately the end of December 2021.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the First Amendment to the Agreement with Brezack and Associates Planning for a total contact amount not to exceed $81,620.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of November, 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

FIRST AMENDMENT TO
CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
BREZACK AND ASSOCIATES

This First Amendment to the Principal Agreement ("Agreement") made and entered into on June 18, 2021, between Brezack and Associates Planning, a California Limited Liability Corporation ("Consultant"), and the City of Pittsburg, a municipal corporation ("City"), is made and entered into on this 15th day of November, 2021.

WHEREAS, on June 18, 2021, the parties entered into an Agreement for consulting planning services; and

WHEREAS, the City wishes to extend the contract term and budget and is requesting consultant support the transition of the recently hired Assistant Director of Planning, mentor staff, process permit applications, and provide planning counter assistance.

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

1. Services. Paragraph 1 of Section 1 of Agreement is hereby amended to read as follows:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A and A-2, and incorporated herein, at the time and place and in the manner specified therein.

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

The term of this Agreement shall begin on the Effective Date and shall end on February 28, 2022, or the date the Consultant completes the services specified in Exhibit A and Exhibit A-2, or the allocated budget is expended, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

3. Compensation. Paragraph 1 of Section 2 of the Agreement is hereby amended to read as follows:

City hereby agrees to pay Consultant a sum not to exceed Eighty-One Thousand Two Hundred Dollars ($81,200) and shall be paid at the rate set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and a sum not to exceed Four Hundred Twenty Dollars ($420) for reimbursable expenses incurred under this Agreement. These dollar amounts are not a guarantee that the City will pay that full amount(s) to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

4. Exhibit A. Exhibit A is hereby amended to add Exhibit A-2, “Additional Scope of Work,” as set forth in the attachment to the First Amendment.

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

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

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

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

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

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

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Consultant:

By: _____

By:

Title:

CITY:

By: _____

Garrett Evans, City Manager

ATTEST:

By: _____

Alice Evenson, City Clerk

APPROVED AS TO FORM:

By: _____

Donna Mooney, City Attorney

Exhibit A-2

Additional Scope of Work

In addition to the tasks identified within Exhibit A, Consultant shall assist the City in the following tasks as directed by the Director of Community and Economic Development or their designee:

- support the transition for the incoming Assistant Director of Planning,
- continuing staff mentoring,
- processing permit applications, and
- Planning Counter assistance.

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
BREZACK AND ASSOCIATES
(Standard Agreement)

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and Brezack and Associates Planning, a California Limited Liability Corporation ("Consultant") (together referred to as the "Parties") as of June 18, 2021 (the "Effective Date").

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

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on August 31, 2021 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in accordance with and limited to the usual and customary manner observed by similar and competent practitioners of the profession in which Consultant is engaged and performing similar services on similar projects under similar conditions as the project defined by this Agreement, the "Standard of Care".

1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.

1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed Fifty Thousand Dollars ($50,000.00), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will

pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial

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

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

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

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

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

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

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

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement

professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

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

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

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

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

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

4.4 All Policies Requirements.

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

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

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

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

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 **General Requirement.** To the fullest extent permitted by law, Consultant shall indemnify, defend, to the extent covered by general liability insurance, and hold harmless City and its officers, officials, employees, and authorized volunteers (collectively, "Indemnitees") from liability, loss, damage, claims, expenses, and costs, including without limitation,

attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's actual negligent performance of the services under this Agreement, except such Liability caused by the actual or alleged negligence or willful misconduct of City.

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

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

Section 6. STATUS OF CONSULTANT.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

Upon ten days' prior written notice, Consultant may terminate this Agreement if the City breaches any of the terms and conditions under this Agreement and fails to cure said breach within the notification period.

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

8.3 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique

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

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

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

8.5.1 Immediately terminate the Agreement;

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

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

8.5.4 Charge Consultant for damages sustained and due to the failure of the Consultant to meet the Standard of Care.

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon

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

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

Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

Consultant : Brezack and Associates Planning
Attn: Jim Brezack
768 Autumn Drive
Walnut Creek, CA 94598

City: City of Pittsburg
Attn: Jordan Davis
65 Civic Avenue
Pittsburg, CA 94565

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

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

Exhibit A	Scope of Services
Exhibit B	Compensation Schedule

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

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

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

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

CITY OF PITTSBURG

Garrett Evans, City Manager

CONSULTANT

James Brezack, Principal

Attest:

Alice E. Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney

EXHIBIT A: SCOPE OF SERVICES

Consultant shall provide supplemental planning service work for City and serve as Interim Planning Manager for the Term of this Agreement. City and Consultant agree services to be performed under this Agreement shall include:

- Provide technical and professional advice, as well as prepare and coordinate reports and presentations for Planning Division staff;
- Reviewing project assignments and managing tentative schedule;
- Monitor the activities, operations and services of the Planning Division;
- Direct, coordinates, reviews and participates in the work of professional and technical employees in data collection, analysis, plan formulation, implementation and maintenance of a wide variety of planning and zoning activities;
- Provide interpretation of the General Plan, zoning, subdivision and sign ordinances;
- Review and critique CEQA and planning documents prepared by staff and outside consultants;
- Develop scope for preparing and implementing standard mitigation strategies; and
- Provide assistance at the Planning Counter and/or via phone as necessary.

City and Consultant agree consultant shall perform services on- and off-site. Consultant shall provide on site services a minimum of eight (8) hours each week on days approved by the City Manager or their designee. Consultant shall provide a minimum of eight (8) and a maximum of 25 hours of service each week, unless otherwise approved by the City Manager or their designee. Consultant shall endeavor to provide responses to staff within one (1) business day of fielding questions.

Any services provided beyond this scope shall be at the mutual agreement of the City and Consultant, which may be memorialized via email and shall not require amendment to this Agreement.

EXHIBIT B: COMPENSATION SCHEDULE

City shall pay consultant for work performed at the following rates:

Principal (Jim Brezack):	$250/hour
Senior Planner (Christie Robinson)	$200/hour

Time shall be billed in ¼-hour increments.

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

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

CONSULTANT

By: James M. Brezack

Title: President

2784980.1

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 Approve an Extension to the Freeway Security Network Project

MEETING DATE: November 15, 2021

EXECUTIVE SUMMARY

The City is the lead agency for the countywide Freeway Security Network, a three-year pilot project that installed cameras and license plate readers at several locations on State Route 4 and U.S. Highway 80. The project was funded with a $3.5 million grant from the State of California, which recently authorized $360,000 for a one-year extension to the project. If approved, the resolution allocates the additional grant funds to the project.

FISCAL IMPACT

If authorized by City Council, the resolution will authorize an increase to the approved budget for Project 2995, Regional LPR/Camera Project, for a new total budget of $3,860,000. All work to be performed, equipment and invoices for the Project are authorized by the California Department of Transportation (Caltrans) prior to the City issuing payments. The project will be cost-neutral to the City.

RECOMMENDATION

City Council adopt the attached resolution approving and allocating $360,000 in grant funds from the State of California to Project 2995, Freeway Security Network Project, and authorizing the City Manager to execute agreements and all documents necessary to extend the project for one year.

BACKGROUND

On May 16, 2016, the City Council approved Resolution 16-13188 to approve the City's 2016 Security Camera Project and allocate $100,000 in City funds for installation of video cameras for police to view activities on State Route 4.

To date, the City's cameras and license plate readers have resulted in arrests and recovery of stolen vehicles. The City's system has also directly aided investigations by other police agencies, the Contra Costa County Sheriff's Department, and the California Highway Patrol.

In May 2017, the State Department of Transportation (Caltrans) agreed to provide $3.5 million for a regional pilot project modeled after the City's efforts, that would expand the program and install cameras and other technology to other locations on State Route 4 and on U.S. Highway 80. California Highway Patrol, Contra Costa County Sheriff's Office, Contra Costa County District Attorney's Office, Caltrans, and police in Pittsburg, Antioch, Hercules, Pinole, Richmond and San Pablo, signed a Memorandum of Understanding to work together as the regional Freeway Security Network.

On December 18, 2017, the City Council approved Resolution 17-13401 authorizing the City Manager to execute an agreement for equipment and services with Odin Systems, Inc. for the Freeway Security Network Project.

On July 15, 2019, the City Council approved an amendment to the City's agreement with Odin Systems, Inc. to perform additional work for construction of the project, as authorized by Caltrans. This work is complete.

On September 29, 2021, staff received notification from Caltrans that a one-year extension of the project was approved with its FY 2021-22 budget, including funds to extend software licenses, equipment maintenance and contingency funds as required by the agency.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Construction of the Freeway Security Network pilot project was completed in 2019 and has proven to be an effective investigative tool for local law enforcement and the California Highway Patrol. The network is comprised of three major technological tools for law enforcement to use and share information: situational awareness cameras, ShotSpotter gunshot detection, and Automated License Plate Readers. Two types of software complement this system: Live Earth, a geospatial platform integrating the tools, and Hawkeye, which communicates between ShotSpotter and the cameras.

To date, the Automated License Plate Readers have detected 375 million license plates, identifying over 272,000 vehicles that were stolen cars, or vehicles associated with felony crimes or with Amber Alerts or Silver Alerts for missing people.

To date, the ShotSpotter gunshot detection has provided law enforcement with 220 confirmed gunshot notifications in three areas on or very near state highways. Since 2019, one segment in Antioch had 139 notifications, another in Pittsburg had 53 notifications. The third segment in the Richmond/San Pablo had 28 notifications.

The situational awareness cameras have been very effective, aiding in numerous law enforcement investigations, specifically to identify vehicles involved in criminal activity. These cameras have also proven to be valuable with investigating vehicle collisions.

In total, this technology has aided law enforcement in more than 300 arrests for various crimes, ranging from vehicle theft to murder. This technology was also directly related to the safe recovery of an abducted juvenile listed in the AMBER alert system and investigative leads on a elderly male listed in a Silver Alert.

The State of California, recognizing the impact of the pandemic on the day-to-day operation of the pilot project, included funds for a one-year extension in order to gather additional data on its effectiveness for law enforcement.

If approved, the resolution will allocate the additional $360,000 supplemental grant funds to the Project for a new approved Project budget of $3,860,000, and authorize staff to execute software license agreements and other documents necessary to extend the project for a period of one year.

ATTACHMENTS: Resolution
Funding Extension Memorandum (Caltrans)

Report Prepared By: Brian Addington, Chief of Police
Jill Hecht, Deputy City Manager for Operations

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving an Extension and Allocating)
Grant Funds for Project 2995, Freeway) RESOLUTION NO. 21-
Security Network Project)

WHEREAS, on May 16, 2016, in response to a request from the Chief of Police, the City Council approved Resolution 16-13188 to approve the 2016 Security Camera Project and allocate $100,000 in City funds to install video cameras for police to view activities on State Route 4; and,

WHEREAS, in 2017, at the urging of local law enforcement and elected officials, the State of California agreed to provide financial support for a regional public safety project along State Route 4 and U.S. Route 80 in response to a rash of gang-related shootings; and,

WHEREAS, in October 2017, the California Highway Patrol, State of California Department of Transportation (Caltrans), Contra Costa County Sheriff's Office, Contra Costa County District Attorney's Office, and police in Pittsburg, Antioch, Hercules, Pinole, Richmond and San Pablo, signed a Memorandum of Understanding to form a regional Freeway Security Network; and,

WHEREAS, Caltrans provided a grant of up to $3.5 million over three years to design, construct and otherwise defray expenses related to implementation of the network, modeled after the City's 2016 project, and requested the City of Pittsburg serve as the lead agency for the pilot project; and,

WHEREAS, on December 18, 2017, the City Council approved Resolution 17-13401 authorizing the City Manager to execute a Consulting Services Agreement with Odin Systems, Inc., amended in 2019 with approval of Resolution 19-13664, for equipment and services for the Freeway Security Network Project; and,

WHEREAS, on September 29, 2021, Caltrans notified the City of an additional grant of $360,000 to extend the Freeway Security Network pilot project for one year.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves an extension to the Freeway Security Network Project, allocates $360,000 in additional grant funds to the Project for a new Project budget of $3,860,000, and authorizes the City Manager to execute agreements and other documents necessary to extend the project for a period of one year.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of November 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

State of California
DEPARTMENT OF TRANSPORTATION

California State Transportation Agency

Memorandum

To: JILL HECHT
Deputy City Manager for Operations
City of Pittsburg

Date: September 29, 2021

Aung Maung

From: AUNG MAUNG
Principal TE
System Management
Traffic Operations/District 4

Subject: **FREEWAY SECURITY NETWORK (FSN) PILOT YEAR 4 FUNDING**

This is to inform that California Department of Transportation (Caltrans) will provide the funding for a one-year extension (2021-2022) of the FSN pilot project systems subscription and maintenance. Please see below for the itemized budget details.

Item	**Cost**
Live Earth Extension – One year	$135,000
Shotspotter Extension – One year	$160,000
ALPR license reader license – One year	$ 6,000
Hawkeye software license – One year	$ 4,000
Verizon Data Cost – monthly X 12	$ 5,000
Maintenance and Repairs	$ 25,000
Contingency for equipment removal	$ 25,000
Total	**$360,000**

I look forward to working with you to complete the remaining administrative items for the project such as Maintenance Agreement and Cooperative Agreement amendments.

If you need additional information, please feel free to contact me at (510) 714-7889 or via email at aung.maung@dot.ca.gov.

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 Contract with Government Finance Officers Association for Enterprise Resource Planning Advisory Services

MEETING DATE: November 15, 2021

EXECUTIVE SUMMARY

The City will be soliciting for a software system to replace Eden software from Tyler Tech (Eden), to perform financial, human resource, procurement, payroll and operational management. The City proposes to execute a contract with Government Finance Officers Association (GFOA) for Enterprise Resource Planning (ERP) advisory services to assist with the solicitation.

FISCAL IMPACT

There will be a fiscal impact of approximately $152,000, spread over two fiscal years: FY 2021– 22 ($ 80,000); and FY 2022-23 ($72,000). Source of funds will be through the Information and Communications Systems, Fund 601. This expense is also eligible for the American Rescue Plan Act (ARPA) funds.

RECOMMENDATION

Staff recommends the City Council adopt the Resolution authorizing the City Manager to execute the contract with GFOA.

BACKGROUND

The City currently uses Eden for financial and human resources management. This software system, which falls in the category of ERP system, has been used by the City for past 15+ years. The Eden product is built on older technology and Tyler Tech has stopped making feature enhancements to this product. While Tyler Tech is still supporting the product, it is encouraging Eden customers to move to another product from the same company. Instead of migrating to another product from the same company, the City is proposing to explore other options available in the ERP market which meet the City's evolving ERP needs over next 10+ years.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

One of the most important steps to ensuring that the benefits of an ERP system are fully maximized is the planning and analysis that takes place before any software solutions are even considered. Staff is recommending that the City retain GFOA to conduct this critical step in the process.

The GFOA is a non-profit association for public sector finance professionals in the United States and Canada.

GFOA provides consulting services for ERP system assessments, procurement, contract negotiation, and implementation advisory services.

The proposed duration of services is approximately 12 months and will commence January 2022. During the engagement, GFOA would conduct the following services:

Phase 1 – Business Process Improvement

- Task 1: Project Planning and Management
- Task 2: Needs Assessment / Process Analysis
- Task 3: Develop a Plan of Action

Phase 2 – Request for Proposal (RFP) Development and Selection Assistance

- Task 4: RFP Development
- Task 5: System and Vendor Selection
- Task 6: Contract Negotiations

Replacement of Eden is necessary in order for the City to continue to efficiently operate. GFOA will assist the City in identifying the City's needs, while anticipating the continued evolution of City operations, with preparation of the RFP, and with negotiating a software contract.

ATTACHMENTS: Resolution
Government Finance Officers Association Contract

Report Prepared By: Jitendra Kaneria, IT Manger

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of a Contract with)
Government Finance Officers Association) RESOLUTION NO. 21-
For Assistance with Software Solicitation)

WHEREAS, the City has been using Eden software to perform financial, human resource, procurement, payroll, and operational management; and

WHEREAS, the software has become outdated; and

WHEREAS, City staff plan to solicit for a software system to replace Eden; and

WHEREAS, City staff propose to retain Government Finance Officers Association (GFOA) for Enterprise Resource Planning (ERP) advisory services to assist with the solicitation.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute the attached Consulting Services Agreement with GFOA.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting held on 15th day of November 2021, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PITTSBURG AND GOVERNMENT FINANCE OFFICERS ASSOCIATION

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and Government Finance Officers Association, a California 501(c)(3) nonprofit corporation ("Consultant") (together referred to as the "Parties") as of _____ __, 2021 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2022, or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed One Hundred Fifty-Two Thousand Dollars ($152,000), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned

autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

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

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

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

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

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

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

4.3 Professional Liability Insurance.

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

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

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

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

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

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

4.4 All Policies Requirements.

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

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

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

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

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

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

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this

waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this

indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be been determined to apply.

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

Section 6. STATUS OF CONSULTANT.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.5.1 Immediately terminate the Agreement;

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement

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

Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any

financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

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

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

Consultant : Michael Mucha
Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago IL 60601-1210

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

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

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

Exhibit A Scope of Services
Exhibit B Compensation Schedule

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

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

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

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

CITY OF PITTSBURG

_____
Garrett Evans, City Manager

CONSULTANT

_____
Michael J. Mucha, Director, Research & Consulting Center, Government Finance Officers Association

Attest:

_____
Alice E. Evenson, City Clerk

Approved as to Form:

_____
Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Consultant shall assist the City in identifying and soliciting suitable replacement software to perform financial, human resource, procurement, payroll and operational management. Consultant shall perform the following:

Phase 1 – Business Process Improvement

- Task 1: Project Planning and Management
- Task 2: Needs Assessment / Process Analysis
- Task 3: Develop a Plan of Action

Phase 2 – RFP Development and Selection Assistance

- Task 4: RFP Development
- Task 5: System and Vendor Selection
- Task 6: Contract Negotiations

Task 1 Project Planning and Management

Governance Support. Consultant shall assist with the development of a governance structure for the project, including but not limited to identifying the model for a steering committee, project team, and any business process improvement functions.

Project Team Set Up. Consultant shall assist the City in preparing for analysis meetings by providing resources to assist in identifying process investigation teams ("PIT Crews"). These PIT Crews will be made up of representative stakeholders from various departments.

Project Plan. Consultant shall prepare a project plan in Microsoft Project. The document shall identify all the detailed tasks for the project, the person responsible for executing those tasks, the estimated time required to complete them, and any dependencies that a given task may have relative to other tasks.

Project Documentation. Consultant shall recommend how City's website or other tool can be used this for sharing documents and information. At the direction of City, GFOA shall also host a website with collaboration tools specifically for this project.

Project Management. Consultant shall participate in regular project management meetings and provide a monthly status report for the project. Consultant shall maintain regular communication to address issues, point out risks, and provide lessons learned.

Consultant shall assist with preparation of any communications, attend Council meetings, or help deliver key messages to City stakeholders.

Project Deliverables:

1. Project Management Documents
    a. Project Charter
    b. Project Goals
    c. Project Plan
    d. Staffing Readiness
    e. Collaboration Website (Basecamp)
    f. Status Report Template
    g. Ongoing Readiness and Project Support Recommendations

Task 2 Needs Assessment/Process Analysis

Consultant shall facilitate meetings, convene focus groups, interview staff individually, and manage project documentation. Consultant shall facilitate business process mapping sessions to document the City's as-is process.

Process List	
Process	Task / Topics
Accounting	• Chart of Accounts • General Ledger Transactions • Grant / Project Tracking • Financial Reporting
Budget	• Operating Budget • Capital Improvement Planning (CIP) • Capital Budget • Budget Adjustments / Amendments
Procure – Pay	• Vendors • Purchase Requisitions ○ RFP / RFI / RFQ • Purchase Orders / Contracts • P-cards • Change Order • Accounts Payable • Travel Reimbursement
Customer Billing	• Customer File • Online Bill Pay • Billing • Accounts Receivable
Treasury	• Cash Receipts ○ Online payments • Disbursements • Interest Allocation • Bank Reconciliation

Asset Management	• Asset Acquisition
	• Asset Tracking
	• Transfer / Disposal / Retirement
	• Work Order
	  ○ Service Requests
	  ○ Work Orders / Scheduling
	  ○ Preventative Maintenance
	  ○ Asset History

Human Resources	• Positions • Employee File • Benefit Enrollment • Personnel Evaluations / Performance Management • Risk Management (Injury / Workers Comp) • Training / Certifications
Personnel Actions	• Recruitment • New Hire

Process List	
	• Personnel Actions (Salary Adjustment / Position Change)
Time Entry – Payroll	• Time Entry • Time Approval • Payroll Calculations • Payroll Processing • Leave Management (FMLA)

Once maps are developed, consultant shall conduct part 2, consisting of an analysis to benchmark the existing processes against recognized public sector best practices, ERP functionality, other organizations, and the City's project goals.
Consultant shall mark up or revise the process maps as part of discussions and meetings to communicate potential business process improvements, changes, and future state options. The documentation shall highlight potential change impacts and identify change management strategies and success factors for moving forward.

Project Deliverables

2. Process Analysis
    a. Process Maps / Base Needs Assessment
    b. Process Workshop and Recommendations

Task 3 Development Plan of Action

GFOA will facilitate a meeting of City stakeholders to begin visioning for a potential new/improved system and overall plan for replacement of other City systems (if desired). The visioning meeting will define goals for the system, business process, policies, or other organizational improvement. This report will identify a recommended strategy for moving forward.

GFOA will then gather information on costs and benefits on a limited number of alternatives that would satisfy both project goals. GFOA understands that the City now uses a system has options for upgrade/migration, but GFOA will analyze all options during the project and pursue any alternatives that City staff would like evaluated. In this case, we expect that options include procurement of a new system, upgrading to a different system from Tyler Technologies, or some combination of the two.

Consultant shall review estimated costs, risks, and best practices, and make an argument for the recommended option. Consultant shall prepare an overall procurement strategy that is designed to accomplish the City's requirements and business goals, and mitigate risks during the project.

Project Deliverable

3. Plan of Action

Task 4 Develop Request for Proposals

Consultant shall develop one or more detailed Request for Proposals (RFP) document for the City. The Consultant shall include specific terms as directed by the City. The RFP shall include but not be limited to the following:

1) Procurement terms and conditions
2) Detailed vendor response templates
3) Templates to build core elements of vendor statement of work
4) Functional Requirements
5) Interface Definition
6) Technical Documentation
7) Key Objectives / Goals / Critical Success Factors for the Project
8) Service Level Agreements
9) Other information necessary for vendors to prepare detailed response that meets the City's needs.

Consultant shall determine both the system requirements and implementation requirements and document those using a Microsoft Excel template that is aligned to the process maps that will be included in the RFP. The requirements shall serve as the base document that establishes a template for proposal comparisons, the scope of the implementation project, the base level criteria for user acceptance testing, and the standard for post implementation warranty. The RFP shall include a draft contract, or contract provisions, e.g. indemnity and insurance, that each proposer must agree to for purposes of being considered.

Project Deliverables

4. RFP Package
    a. RFP Document
    b. Functional Requirements

Task 5 Evaluation and Selection of Vendor

Consultant shall establish a method for proposer to be evaluated and scored according to pre-defined criteria with the top vendors moving on to compete at the next step.

Step 1 Initial Proposal Assessment

Consultant shall will assist with assessment by reviewing proposals and providing high level comments on potential risks, issues, and any significant weaknesses/gaps and/or strengths.

Step 2 Base presentation

Consultant shall observe up to 15 presentations from proposers. Consultant shall provide a report with key findings on proposals.

Step 3 Software Demonstration

Consultant shall develop detailed demo scripts for each vendor with the objective that time devoted to implementation and demonstration is split evenly. Consultant shall provide a series of business process case studies, sample "workshops," and implementation resource interviews. Consultant shall assist with the demonstrations and interviews with each vendor.

Step 4 Discovery

Consultant shall develop a Request for Clarification (RFC) letter for each vendor that was elevated. Consultant shall attend follow-up presentations.

Project Deliverables

5. System and Vendor Selection
    a. Evaluation Criteria and Evaluation Team Training
    b. Initial Assessment
    c. Base Presentations
    d. Complete Proposal Assessment
    e. Demo Scripts and Facilitation
    f. Request for Clarification Letters

Task 6 Contract Negotiations

Consultant shall assist with the negotiation of any applicable software license contract, software maintenance agreement, hosting / SaaS agreement or implementation services agreement. Consultant shall draft the statement of work/scope of services. Consultant shall assist with identifying and negotiate appropriate service level agreements and other contractual provisions that establish performance standards and identify role responsibility.

Project Deliverables

6. Contract Negotiations
    a. Completed Contract Documents

EXHIBIT B

COMPENSATION SCHEDULE

Consultant shall submit an invoice for project deliverables upon completion of project deliverables.

Task/Deliverable	Milestone	Price
1	**Project Planning**	
1	Project Management Documents	$5,000
2	**Needs Assessment / Process Analysis**	
2-A	Process Maps / Base Needs Assessment	$30,000
2-B	Process Analysis and Recommendations	$25,000
3	**Plan of Action**	
3	Plan of Action	$10,000
4	**Develop RFP**	
4-A	RFP	$10,000
4-B	Functional Requirements	Included
5	**Evaluation and Selection of Vendor**	
5-A	Evaluation Criteria and Evaluation Team Training	Included
5-B	Initial Assessment	$5,000
5-C	Base Presentations	$5,000
5-D	Complete Assessment	$10,000
5-E	Demo Scripts and Facilitation	$10,000
5-F	Request for Clarification / Discovery	$7,000
6	**Contract Negotiations**	
6-A	Contract Negotiations	$15,000
	Travel (NTE)	$20,000
TOTAL NOT-TO-EXCEED PRICE for Phase I and II		**$152,000**

Compensation does not include travel costs.

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

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

CONSULTANT

By: _____

Title: Deputy Executive Director

2784980.1

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 Consulting Services Agreement Between the City of Pittsburg and NHA Advisors LLC

MEETING DATE: November 15, 2021

EXECUTIVE SUMMARY

The City proposes to enter into a Consulting Services Agreement (Agreement), Attachment II to the Municipal Financial Advisor for City of Pittsburg Request for Proposal (RFP), with NHA Advisors LLC (NHA) to provide a comprehensive range of financial services that are further described in the Staff Analysis.

FISCAL IMPACT

As recommended in RFP, NHA submitted two compensation alternative pricing structures. The first option is based on time and materials which includes the hourly rate of compensation by staff level of experience. The second option is a fixed contingency fee based upon an agreed upon outcome and expected level of consultant/advisor time commitment. The details describing compensation and fees may be found in pages 23-27 of NHA's response to the RFP.

The Agreement shall have a not to exceed cost of $200,000 ($100,000 per fiscal year 2021-22 and 2022-23), and will be paid out of the City's General Fund.

RECOMMENDATION

City Council adopt the Resolution approving the Agreement, and authorizing the City Manager to execute the Agreement.

BACKGROUND

On May 28, 2021, the City invited the following firms to respond to the RFP: CSG Advisors Incorporated; Fieldman, Rolapp & Associates, Inc.; KNN Public Finance; Kosmont Transaction Services, Inc.; PFM Financial Advisors LLC; NHA Advisors LLC; and UFI Financial Solutions. CSG Advisors Incorporated was the only firm who did not submit a response.

Executive level and Finance staff reviewed all responses for compliance with the RFP, relevant experience, and description of services that best meet the City's needs. The top two firms, NHA and UFI Financial Solutions, were invited to present to the Finance Subcommittee on August 20, 2021.

SUBCOMMITTEE FINDINGS

Presentations by NHA and UFI Financial Solutions were received by the Finance Subcommittee and consideration of the firms were discussed on August 20, 2021. During the October 15, 2021 meeting, the Finance Subcommittee members recommended that the City enter into an agreement with NHA.

STAFF ANALYSIS

The City solicited proposals from municipal financial advisors to provide a comprehensive range of services that may include, but are not limited to assisting the City to:

- Provide as needed financial advice regarding market conditions and trends,financial products, credit, and credit analysis, third party alternative financing and special facility financing;
- Review the City's long-range financing strategy, particularly with respect to its capital improvement program;
- Assist City staff with potential refunding and new money issues, including but not limited to analyses and evaluations of underwriter proposals, financing structure, pricing, rating and insurance proposals, reserve fund (re)investment, assistance with preparation and review of related documents, and coordination of financing team and schedules;
- Review the City's Debt Management Policy to ensure that principles, controls, and guidelines for issuance and management of City debt are current and appropriate;
- Participate in rating agency presentations;
- Assist with the preparation of Request for Proposals and serve on an evaluation committees for selection of underwriting firms for the City's potential refunding and new money issues;
- Assist with the preparation of presentations to the City Council; attend City Council/Subcommittee meetings as needed;
- Attend meetings with Finance and City Manager's staff as needed; and
- Provide other financial services as requested.

The Agreement shall be for a term of two fiscal years, 2021-22 and 2022-23, unless earlier terminated or extended. The City Manager, in his sole discretion, may extend the Agreement for two (2) additional one-year terms.

ATTACHMENTS: Resolution
Municipal Financial Advisor for City of Pittsburg Request for Proposal
NHA Advisors LLC RFP Response
Agreement

Report Prepared By: Maria M. Aliotti, Deputy City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving a Consulting Services)
Agreement Between the City of Pittsburg) RESOLUTION NO. 21-
and NHA Advisors LLC)

WHEREAS, on May 28, 2021, the City invited the following firms to respond to the Municipal Financial Advisor for City of Pittsburg Request for Proposal (RFP): CSG Advisors Incorporated; Fieldman, Rolapp & Associates, Inc.; KNN Public Finance; Kosmont Transaction Services, Inc.; PFM Financial Advisors LLC; NHA Advisors LLC; and UFI Financial Solutions. CSG Advisors Incorporated was the only firm who did not submit a response; and

WHEREAS, executive level and Finance staff reviewed all responses for compliance with the RFP, relevant experience, and description of services that best meet the City's needs; and

WHEREAS, the top two firms, NHA Advisors LLC and UFI Financial Solutions, were invited to present to the Finance Subcommittee on August 20, 2021; and

WHEREAS, after consideration of the presentations and a review of the responses to the RFP, on October 15, 2021, the Finance Subcommittee members recommended that the City enter into an agreement with NHA.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute the attached Consulting Services Agreement.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of November 2021 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

REQUEST FOR PROPOSAL

Municipal Financial Advisor

FOR

CITY OF PITTSBURG, CALIFORNIA

May 27, 2021

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I. GENERAL

A. INTRODUCTION

The City is seeking financial services for a contract term of three years, with two one-year options, which may be exercised at the City's discretion. The City intends to select at least one firm and may select additional firms depending on the responses to the RFP. The scope of financial advisory services requested are outlined in Attachment I Scope of Services.

B. BACKGROUND

The City of Pittsburg was incorporated in 1903 under the laws of the State of California. The City is a general law Cityand operates utilizing the council-manager form of government. The City Council is responsible for establishing policies, adopting an annual budget, appointing commissions and committees, and hiring the City Manager and City Attorney. The City provides a full range of municipal services, including police, water, sewer, streets, cultural and recreational facilities, public works, parks, economic development, planning, zoning, building inspection, code enforcement, housing authority, marina operations, energy distribution, engineering, and general administration.

The City will endeavor to administer the proposal process in accordance with the terms and dates outlined in this RFP. However, the City reserves the right to modify the activities, timeline, or any other aspect of the process at any time, as deemed necessary. By requesting proposals, the City is in no way obligated to award a contract or pay the expenses of proposing enitites in connection with the preparation or submission of a proposal. The award of any contract shall be contingent on the requisite staff's and City Council's approvals. Determination of best value to the City shall be based upon, but not limited to, the following considerations: cost; the ability, capacity, and skill of the proposer to provide the services; the ability of the provider to deliver timely services; the character, integrity, reputation, judgment, experience, and efficiency of the provider; and the quality of the provider's performance on previous contracts with the City. No single factor will determine the final award decision.

C. SUBMITTAL LOCATION, CLOSING DATE, AND TIME

Proposals will not be received after the "closing" date and time indicated. Faxed or e-mail proposals will not be accepted.

Submittal Closing:	June 25, 2021 at 4:00 p.m., PST
Location:	Finance Department City of Pittsburg
Mailing Address:	65 Civic Avenue, Pittsburg, California 94565

To reiterate, the City will not consider proposals delivered after the deadline.

D. INQUIRIES

Any prospective Proposer desiring an explanation or interpretation of the solicitation, specifications, etc., must request so in writing, no later than ten (10) days before proposal due date to allow a reply to reach prospective Proposers before the proposal submission date. Verbal explanations or instructions given during any phase of this solicitation will not be binding. Any information provided to a prospective Proposer will be furnished promptly as an amendment to the solicitation if that information is necessary for submitting proposals or if the lack of it would be prejudicial to other prospective proposers. Written inquiries regarding this solicitation should be directed to:

Maria M. Aliotti
Interim Deputy City Manager, City of Pittsburg
Phone: (925) 252-4044
Email: maliotti@ci.Pittsburg.ca.us

Please reference “Financial Advisor Services” when contacting the City regarding this solicitation.

E. SELECTION CRITERIA

Selection among the proposals received by the deadline will be based upon the following criteria:

1. Firms must be registered with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB).

2. The Financial Advisor shall be in good standing with the MSRB and remain in compliance with all applicable rules and requirements of the MSRB and any other applicable governing authorities, laws, and regulations.

3. The Financial Advisor whom the City hires will have a fiduciary responsibility and obligation to the City of Pittsburg’s objectives and interests and will act solely on the City’s behalf.

4. The Financial Advisory firm shall have a minimum of ten (10) years of exemplary experience in providing the municipal financing advisory services.

F. NON-DISCRIMINATION

The City of Pittsburg hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity and consideration when submitting proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, creed or national origin when reviewing the plans for award of contract.

II. PROPOSAL FORM AND CONTENT

A. COVER LETTER
Cover letter expressing interest in the City engagement, stating the Proposer's name, address, email, and telephone number, and signed by a representative of Proposer authorized to bind the Proposer.

B. PROPOSED SERVICES NARRATIVE
The narrative on how Proposer will undertake the Scope of Services and description and list of demonstrated experience.

C. QUALIFICATIONS
Identify the person(s) with critical responsibilities who will be assigned to work for the City and describe their role/duties. Describe experience and qualifications which qualify the individual to perform consulting services specified within the Scope of Services. Include resumes for each person(s).

D. CLIENT LIST
List of public clients for whom the Proposer currently provides services.

E. REFERENCES
List of references relating to projects completed for local governments over the last three (3) years. Include name, address, email, and phone number of a contact person.

F. COMPENSATION AND FEES
Describe fee proposal in detail whether the fee is for services or retainer.

III. TERMS AND CONDITIONS

NOTE: IT IS THE PROPOSER'S RESPONSIBILITY TO EXAMINE THE "REQUEST FOR PROPOSAL" SOLICITATION IN ITS ENTIRETY PRIOR TO SUBMITTING A PROPOSAL

A. WAITING PERIOD
Proposals shall be firm offers, subject to acceptance or rejection for a period of up to ninety (90) days from the due date of the proposal until proceedings are completed and an award is made. Proposer shall assume full responsibility for the effect of the waiting period on all proposal fees and terms.

B. INSURANCE
In order to protect the City of Pittsburg from any liability based on the provider's work for the City, the City will require a certification for proof of insurance prior to the commencement of services.

During the term of this Contract, the provider shall maintain at their sole expense, the following insurance.

Minimum Scope of Insurance

1. General Liability: $2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

2. Automobile Liability: $300,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California.

4. Professional Liability, and Errors and Omissions Insurance with a limit not less than $2,000,000.

Acceptability of Insurers

All insurance is to be placed with insurers with an AM Best rating of no less than A: VII, and who are admitted Insurers in the State of California.

Verification of Coverage

The firm shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by the City for themselves prior to commencing work or within fourteen (14) days of notification of award of the contract; whichever is shorter.

Submittal of Certificates

Submittal of the required certificates and endorsements are to be made to the attention of the Director of Finance.

C. PROPOSAL PREPARATION COSTS

The City is not, nor shall be deemed, liable for any costs incurred by Proposer in the preparation, submittal, or presentation of their proposals.

D. WITHDRAWAL OF PROPOSAL BEFORE CLOSING

Any Proposer may request the withdrawal of their submitted proposal by written request at any time prior to the scheduled closing date and time. Upon receiving written request to withdraw any proposal, the City will consider the Proposal null and void. Withdrawal of proposal will not prejudice Proposer's resubmittal for this or any future proposal(s).

E. PROPOSAL SUBMITTAL

All Proposers shall complete and return two (2) original copies of their proposal. Any proposal found to be illegible or incomplete shall not be considered for selection. Whether they send their proposal by courier, mail, or by means of personal delivery, Proposers assume full responsibility for having their proposal deposited at the proper address and not later than the scheduled closing time. E-mailed or faxed proposals will not be accepted.

F. PROPOSAL ACCEPTANCE

The City of Pittsburg reserves the right to accept or reject any and all proposals and waive any irregularities or informalities in any proposals or in the proposal process. The City may interview selected proposers. The City of Pittsburg further reserves the right to award the contract to other than the lowest Proposer if such action is deemed to be in the best interest of the City of Pittsburg.

G. COMPENSATION

For maximum consideration, respondents should provide a minimum of two alternative pricing structures for consideration by the City as described below in (1) and (2). Respondents are welcome to provide additional pricing structures that they believe are appropriate for the Scope of Services.

Option 1: Time and Materials

Please provide hourly rates for all employees of the proposer's firm who would be providing services under this contract. List separately any additional costs or reimbursements that would be applicable to work performed under the contract scope.

Terms:

Invoiced monthly.

Option 2: Fixed Contingency Fee

Please provide the fixed contingency fee applicable to the work proposed under this contract. List separately any additional costs or reimbursements that would be applicable under the contract scope.

Terms:

Paid from bond proceeds as cost of issuance.

Alternative Options

If respondents wish, they may provide other appropriate alternatives with descriptions and terms.

H. SCOPE OF SERVICES

This Request for Proposals is for Municipal Financial Advisory Services as set forth in Attachment I – Scope of Services.

I. PROPOSAL FEE

Be advised that, at any time, the City may require the Proposer to itemize further and detail components of any or all proposal fees, invoices, etc.; e.g., labor, materials, sales tax, etc.

All items presented by the successful Proposer in the proposal shall be subject to negotiations between the City and the Proposer.

If a service is provided by a third party, please indicate this clearly and provide name of third-party company(ies).

The City reserves the right to contract with other financial advisors during the contract term

J. PUBLIC RECORD

Be advised that all information contained in proposals submitted in response to this solicitation shall become a matter of public record upon contract award and be made available upon request unless otherwise marked. The Proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Proposer claims are exempt from disclosure pursuant to the California Public Records Act. The Proposer who claims such an exemption must also state in the proposal that, "The Proposer agrees to indemnify and hold harmless the City and its officers, employees, and agents from any claims, liability or damages against the City and to defend any actions brought against the City for its refusal to disclose such material, trade secrets or other proprietary information to any party."

K. CONTRACT EXECUTION

Upon selection, the Proposer executes a Consultant Services Agreement with the City prepared by City. See sample in Attachment II.

L. BUSINESS LICENSE

The selected service provider, and any sub-consultant(s), shall obtain a valid, current City of Pittsburg Business License on or before their commencement of work.

M. PROFESSIONAL LICENSING

The selected service provider, and any subconsultant(s), shall possess any necessary professional certifications and/or license(s) relative to the work to be performed required by an appropriate licensing authority of the State of California and shall provide evidence of such to the City with their proposal or prior to commencement of the work in such form as the City shall require.

N. INDEMNIFICATION

As appropriate, indemnification provisions will be incorporated in the Consultant Services Agreement, which will be executed between the provider selected for the services and the City.

O. FEDERAL, STATE, AND LOCAL LAWS

The selected provider shall comply with all applicable federal, state, and local laws, rules, and regulations.

P. RETENTION OF AND ACCESS TO RECORDS

At all reasonable times during the term of this contract and for a minimum of three (3) years following final settlement, the City of Pittsburg, and any designated representative shall have access to all records related to work performed under this contract and the attorney/law firm and all subcontractors shall make such records available for inspection, audit, copying excepts and transcriptions.

Q. DRUG-FREE WORKPLACE REQUIREMENTS

The provider and all subcontractors shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.).

R. AMERICANS WITH DISABILITIES

The provider and all subcontractors shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

S. CONFLICT OF INTEREST

No official, officer, or employee of the City or of a local public body during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. Furthermore, the parties hereto covenant and agree that to their knowledge, no board member, officer or employee of the City has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the City, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title 1 of the Government Code of the State of California.

T. DISPUTES

Any controversy or claim arising out of or relating to the provisions of this Agreement or the breach thereof shall be settled by arbitration, in accordance with the Rules of the American Arbitration Association, unless the parties agree, in writing, to some other form of alternative dispute resolution.

U. SMALL AND DISADVANTAGED BUSINESS

The City of Pittsburg hereby notifies all proposers that it will affirmatively insure that minority business enterprises will be afforded full opportunity and consideration when submitting proposals in response to this invitation and will not be discriminated against

on the grounds of race, color, sex, creed, or national origin when reviewing the proposals for award of contract.

ATTACHMENT I – SCOPE OF SERVICES

This scope of work is a general guide to the work the City expects to be performed and is not a complete listing of all services that may be required or desired. The City is soliciting proposals from municipal financial advisors that may be selected to provide a comprehensive range of services that may include, but are not limited to, assisting the City to:

- Provide as-needed financial advice regarding market conditions and trends, financial products, credit, and credit analysis, third party alternative financing and special facility financing.

- Review the City's long-range financing strategy, particularly with respect to its capital improvement program.

- Assist City staff with potential refunding and new money issues, including but not limited to analyses and evaluations of underwriter proposals, financing structure, pricing, rating and insurance proposals, reserve fund (re)investment, assistance with preparation and review of related documents, and coordination of financing team and schedules.

- Review the City's Debt Management Policy to ensure that principles, controls, and guidelines for issuance and management of City debt are current and appropriate.

- Participate in rating agency presentations.

- Assist with the preparation of a Request for Proposals and serve on an evaluation committee for selection of underwriting firms for the City's potential refunding and new money issues.

- Assist with the preparation of presentations to the City Council; attend City Council/Subcommittee meetings as needed.

- Attend meetings with Finance and City Manager's staff as needed.

- Provide other financial services as requested.

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
[NAME OF CONSULTANT]**

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and _____ , a California [corporation] [limited liability company] ("Consultant") (together referred to as the "Parties") as of _____, 20__ (the "Effective Date").

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

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on _____ or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.

1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed _____$ ( ), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that

full amount to the Consultant but is merely a limit of potential City expenditures under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $2,000,000 per occurrence or claim covering the Consultant's errors and omissions.

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

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

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

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

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

4.4 All Policies Requirements.

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

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

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

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

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

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

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

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

Section 6. STATUS OF CONSULTANT.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.5.1 Immediately terminate the Agreement;

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

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

Section 10 MISCELLANEOUS PROVISIONS.

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

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be

vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

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

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

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

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

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

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

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

Consultant: _____
_____
_____

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

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

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

Exhibit A Scope of Services
Exhibit B Compensation Schedule

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

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

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

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

CITY OF PITTSBURG **CONSULTANT**

_____ _____

Garrett Evans, City Manager **[NAME, TITLE]**

Attest:

_____

Alice E. Evenson, City Clerk

Approved as to Form:

_____

Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES
[To be entered here]

EXHIBIT B

COMPENSATION SCHEDULE
[To be entered here]

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

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

CONSULTANT

By: _____

Title: _____

JUNE 28, 2021

PROPOSAL TO PROVIDE FINANCIAL ADVISORY SERVICES FOR THE CITY OF PITTSBURG

SUBMITTED BY

NHA | ADVISORS
Financial & Policy Strategies. Delivered.

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June 28, 2021

Maria M. Aliotti, Interim Deputy City Manager
maliotti@ci.Pittsburg.ca.us
65 Civic Avenue
Pittsburg, CA 94565

RE: City of Pittsburg – Proposal to Provide Financial Advisory Services

Dear Ms. Aliotti:

NHA Advisors, LLC ("NHA") is pleased to submit our proposal to provide financial consulting and municipal advisory services to the City of Pittsburg (the "City") in response to the City's RFP for Municipal Financial Advisor. In this cover memo and in the body of this proposal, it is our intention to succinctly state the core attributes that NHA will add to the City's current and future financing projects. Beyond NHA's breadth and depth of experiences and expertise that will measurably enhance the City's fulfillment of its objectives, NHA brings a method to every assignment in service to every client. This is rare in the financial consulting and municipal advisory business. NHA believes in, and practices, a client-centered (i.e., fiduciary-first vs. deal-driven) approach.

NHA's value proposition to the City is direct and simple -- we will strive to be your trusted advisor by bringing our fiduciary ethos to every municipal bond offering **AND** educational and advisory engagement we work on. Period. This means that we are **NOT** transaction-driven (we are process-driven). NHA's process is always to conduct the deepest due diligence, make sure decision-makers understand **ALL** the options, and translate complex financing structures in an objective way to allow for a thorough, client-specific decision-making process. For the City, we believe that this approach starts with a comprehensive view and understanding of your long-term financial position, objectives and constraints. Then, we would listen closely to gain an even more detailed understanding with respect to specific situations and opportunities by conducting a thorough investigation of all facts and options to develop a comprehensive plan of finance from which the City can direct its municipal advisor to execute.

NHA appreciates the City's well known entrepreneurial spirit and has experience working closely with other California cities that also think creatively to execute / implement innovative projects and programs. We are proud to support and serve cities like Lancaster, Industry, Chula Vista, Oxnard, Riverside, Torrance, Martinez, Berkeley, and even smaller towns like Gonzales (Monterey County), whose elected officials and staff think big and are continuously striving to make positive changes in their communities. We like to think that, through our fiduciary ethos, our decades of experience and our best-in-class level of service, NHA assists our clients to make dreams turn into reality while always being mindful that preservation of a city's financial foundation is required to ensure that city stakeholders are provided with the high level of services and facilities that they require and deserve.

As we will demonstrate in the body of this proposal, NHA possesses the wide range of expertise and depth of experiences that a city such as Pittsburg requires from its trusted municipal advisor. We have executed upon all types of tax- or revenue-backed bond structures such as voter-supported bonds (GO or sales tax bonds), utility (power, water, sewer, solid waste) revenue bonds, lease revenue bonds, land secured (CFD or AD) bonds, POBs, RDA/SA bonds. According to data published by the California State Treasurer's office, **we are the #1 municipal advisor to California Cities in terms of completed financing transactions from 2016 to 2021** for California cities north of Kern County.

But, as noted above, achieving our objective of becoming the City's trusted advisor is a much higher bar to meet, in our opinion, than just executing bond transactions when called upon to do so. As we will illustrate

in this proposal, NHA works continuously to bring a range of services and ideas that are useful to our clients. Many of these ideas have no relationship to a bond transaction. As will be shown and discussed, NHA formed 8 practice groups to address areas that our clients had told us mattered to them. NHA has made it our business to become expert in areas such a climate change impacts (i.e. wildfire risks, rising sea levels), pensions, P3/economic development negotiations, and continuing disclosure to provide meaningful ideas and advice to our clients when those issues arise and we are called upon to contribute.

Additionally, we believe that being the City's trusted financial consultant and municipal advisor requires something more. We believe that when called upon to execute upon a consulting or financing project for our clients, it is imperative that NHA, as your consultant/advisor, "leans in" on all aspects of said project. As is evident in our approach and robust scope of tasks/services to serving our clients via the initial fact gathering, analysis, options creation and client discussions ("Task 1" services) prior to being directed to execute upon the preferred plan of finance method ("Task 2" services), NHA assumes an active project management role. As such, we become our clients' agent throughout the process and, instead of just passively providing coordination of the process, in all respects we energetically advocate and prosecute the interests and objectives of our client. We believe that NHA's essential role is to be the "quarterback" of a project and to be responsible and accountable to our client for realization of their objectives.

Finally, if a bond transaction does occur, we would note two examples where NHA distinguishes itself compared to our competitors: **First, NHA excels in the credit rating process.** NHA takes a hands-on approach to putting together a comprehensive rating presentation and prepares our clients to deliver their "story" through an interactive process leading up to the actual delivery to the rating agencies. As an example, we invite you to review the credit presentations we put together for the Cities of Riverside and Chula Vista **(See Appendix B)**. We also encourage you to reach out to their staff to gain a better understanding of how we helped them put their best foot forward in those meetings. **Second, NHA excels in underwriter management during the bond sale process.** NHA employs prior underwriters as part of its professional staff. As such, NHA understands the underwriting process and how best to secure the optimal rates and terms for our clients. Maximizing the credit rating and aggressively managing the underwriting team will translate into significant financial benefit for the City on any potential transaction.

Thank you for inviting NHA to submit a statement of our credentials to the City. We stand ready to answer any questions and look forward to discussing our proposal to serve the City in greater detail during the interview process. Thank you for your consideration.

Sincerely,

Eric Scriven
Principal
4040 Civic Center Drive, Suite 200
San Rafael, CA 94903
Email: Eric@NHAadvisors.com
Tel: (415) 785-2025 x2003
Cell: (707) 312-2000

Mike Meyer
Vice President
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San Rafael, CA 94903
Email: Mike@NHAadvisors.com
Tel: (415) 785-2025 x2004
Cell: (650) 766-7081

Leslie Bloom
Vice President
4040 Civic Center Drive, Suite 200
San Rafael, CA 94903
Email: Leslie@NHAadvisors.com
Tel: (415) 785-2025 x2009
Cell: (760) 846-5150

A. INTRODUCTION TO NHA

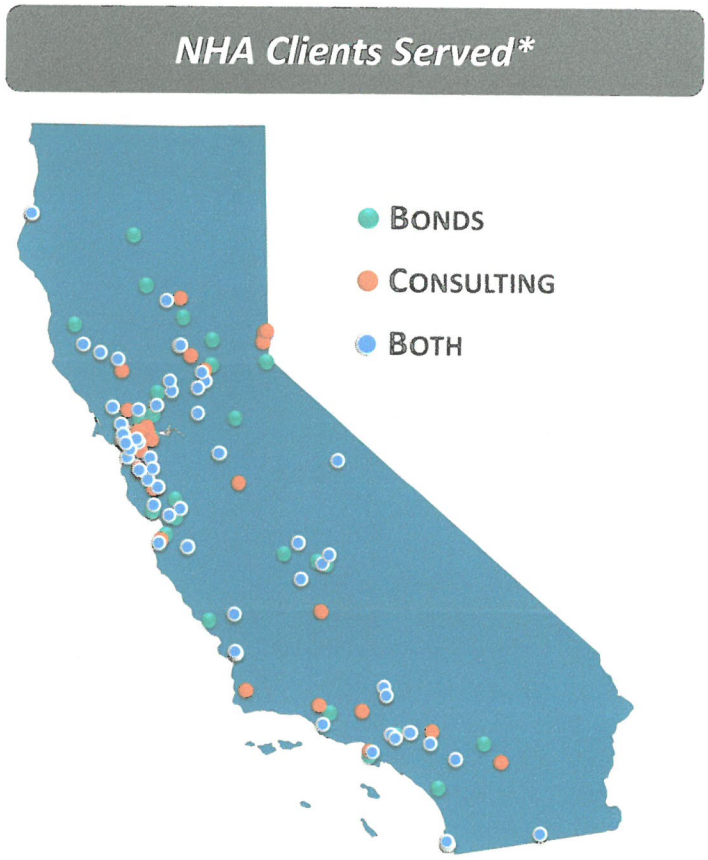
NHA Advisors, LLC is a privately-owned Independent Registered Municipal Advisor that provides comprehensive, hands-on municipal advisory and consulting services to local government agencies throughout California, with an emphasis on *cities*. NHA has been advising cities since 2000, originally under the name Northcross Hill & Ach. NHA works with over 80 California public agencies, including over 65 cities, on various financing and debt management projects, and our consulting practice includes work with more than 30 agencies.

Some recent experience includes work with the cities of Berkeley, Martinez, Ukiah, Chula Vista, National City, El Centro, Riverside, Torrance, Oxnard, El Monte, Chico, San Francisco, West Covina, and Industry.

Providing municipal advisory services for California *cities* is NHA's core business, and we have demonstrated our commitment to cities by tripling the size of our professional staff since 2014.

NHA is headquartered in San Rafael and all principals have more than 30 years of public finance experience. NHA has nine registered municipal advisors with distinct expertise that can be called on to serve the City on specific projects.

The City's assigned lead day-to-day contacts are Principal, Eric Scriven and Vice President, Mike Meyer (contact information provided in table). Mr. Scriven is authorized to execute agreements on behalf of NHA.



**Dots represent client engagements from 2012 - Present*

NHA Advisors, LLC – Company Information	
Organization Type	California Limited Liability Company (LLC)
Principals	Craig Hill, Mark Northcross, and Eric Scriven
Assigned Day-to-Day Contact	**Eric Scriven, Principal** Eric@NHAAdvisors.com **(415) 785-2025 x 2003** **Mike Meyer, Vice President** Mike@NHAAdvisors.com **(415) 785-2025 x 2004**
Number of Registered Municipal Advisors on Staff	9
Registrations with Regulatory Bodies	SEC and MSRB
Corporate Headquarters	4040 Civic Center Drive Suite 200 San Rafael, CA 94903
Website	www.NHAadvisors.com
Years in Business	DBA: NHA Advisors, LLC 2011-Present DBA: Northcross Hill & Ach 2000-2011

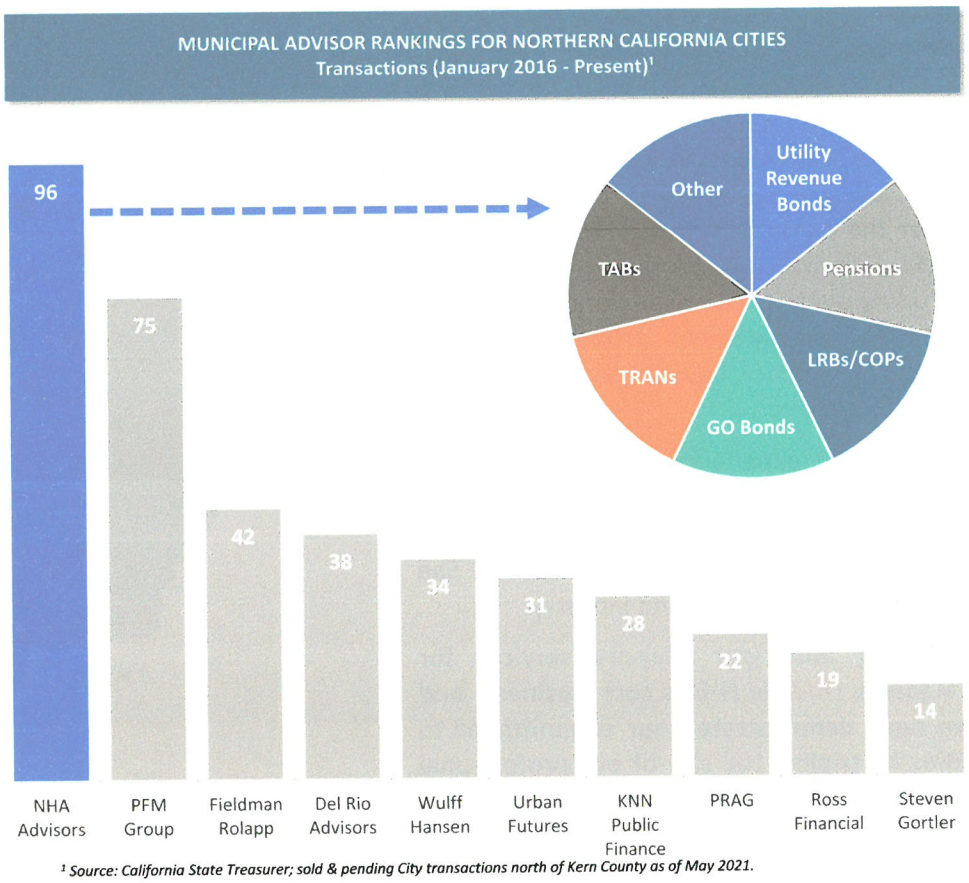
B. PROPOSED SERVICES NARRATIVE

The narrative of how Proposer will undertake the Scope of Services and description and list of demonstrated experience.

1. Experience Overview

Overview

Since 2015, NHA has completed over 200 financing transactions for California cities and public agencies, and since 2016, NHA is the #1-ranked municipal advisor for California cities north of Kern County, according to data published by the California State Treasurer's office. We have managed nearly every type of public financing structure. This includes traditional financings such as utility revenue, general obligation, tax allocation, lease revenue, land secured, and short-term notes. We understand the complexities unique to transactions as small as $1M and ranging to over $500M.



[1] *Source: California State Treasurer; sold & pending City transactions north of Kern County as of May 2021.*

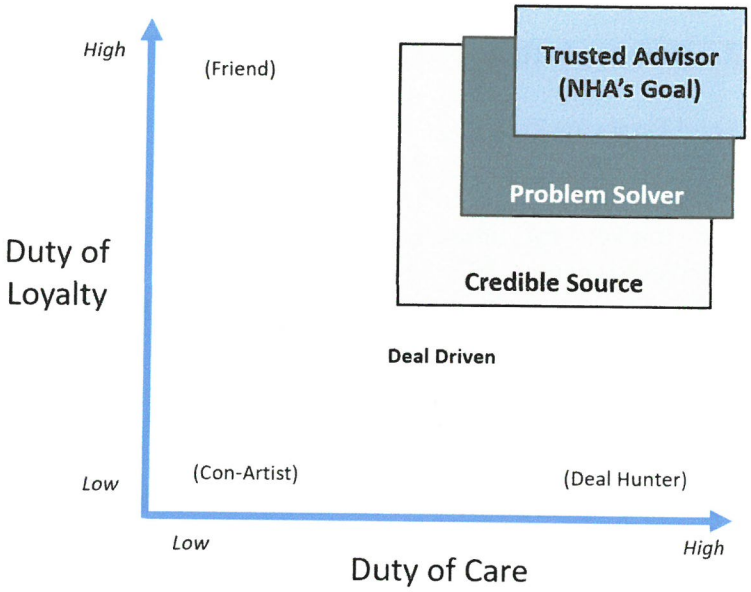
NHA's experience accessing the capital markets includes competitive, semi-competitive, and negotiated sales, as well as private placements. We utilize our strong professional relationships with experienced lawyers, underwriters, and other industry consultants to bring the appropriate skills to each of our client's projects.

NHA Advisors is proud to offer the full-range of municipal advisory services. Unlike many competing municipal advisory firms, our depth matches our breadth. Our services not only provide financing solutions but also the strategic advice necessary to develop appropriate funding solutions for General Fund, redevelopment and economic development, enterprise fund, and assessment district and special tax projects. **NHA is unique from other municipal advisors because we always combine our "NHA Way" ethos, with our team's unmatched combination of experience, expertise, and project management / communication / "translation" skills to inevitably find and deliver the best financing structure to meet our clients' needs and long-term objectives.** See **Appendix A - NHA's Commitment to Deliver the Highest Quality Ideas, Advice and Execution Services upon a wide-ranging Set of Potential Needs**.

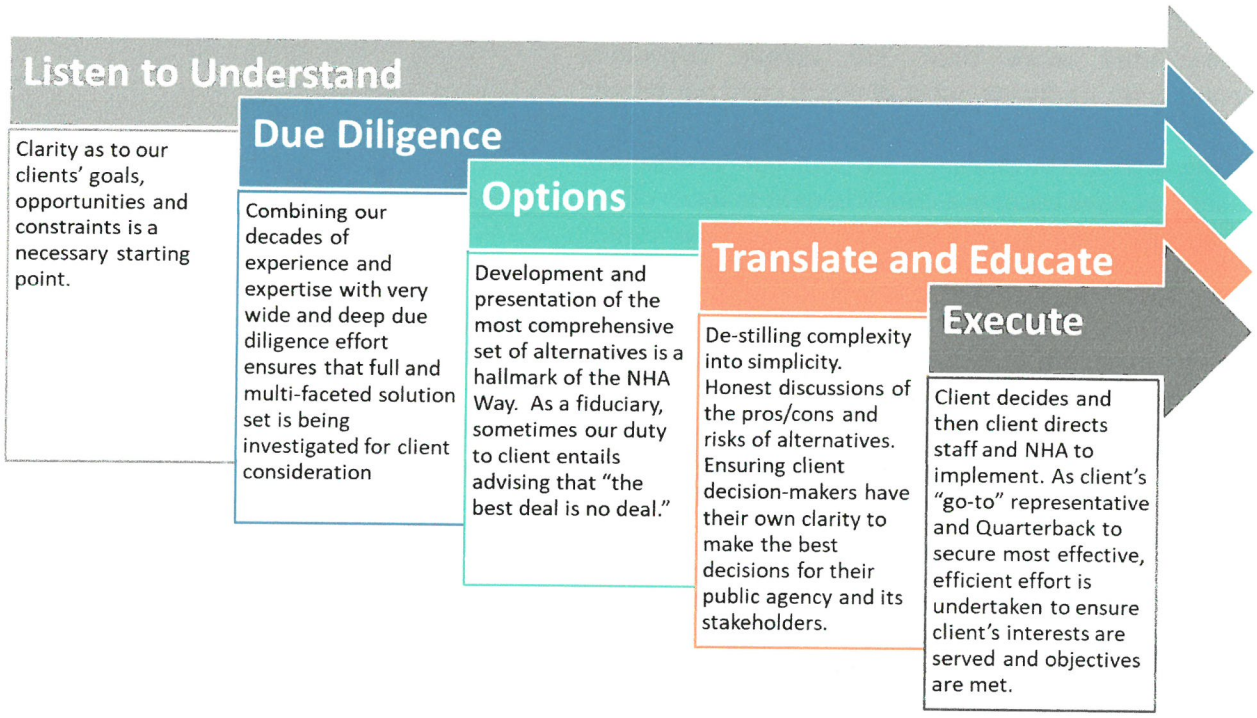
2. The "NHA Way" – A Better Approach to Serving Our Clients

NHA is "agnostic" to the funding solution. We approach every project with an open mind and a true advisor perspective. We are very comfortable with the axiom "sometimes the best deal is no deal." NHA always takes a long-term approach to evaluating our client's potential funding needs. Our commitment to finding the best funding solution for our clients is our key strength, differentiating us from other municipal advisors. Our projects

start with an unbiased assessment of capital needs and existing financial obligations and evolve after the public agency understands all the issues and options and directs us towards one specific solution. We have often advised our clients toward financial solutions that include internal loans, federal or state grants, or some form of subsidized loan program like the USDA Rural Development or the State Revolving Loan Fund.



As noted throughout this proposal, NHA core objective is to become our clients' trusted advisor. Thus, when fulfilling any task, assignment or financing on behalf of our clients we work through a process that generally attempts, first and foremost, to ensure NHA gains a clear understanding of their objectives. Then, NHA works very hard to uncover all feasible options to put before our clients for their decision-making. NHA has found through years of conducting ourselves utilizing the NHA Way process and ethos, that our clients appreciate having a consultant as part of their "inside team" that they can rely on to execute upon a wide variety of taskings or just bounce ideas around with.



3. Demonstrated Experience

Bond Financing Expertise

NHA personnel have been advising California public agencies for more than three decades. NHA is proud to be a leader in the market for municipal advisory services, having completed nearly 30% more transactions for Northern California cities than our closest competitor since 2016 as demonstrated in the chart on **Page 2**.

Consulting Services

NHA is a team of highly experienced professionals who take the time to understand every aspect of our client's needs. We bring ideas, strategies, options, facts, and research to bear on our client's problems and/or opportunities to secure their goals. We are consultants who focus on developing the best matrix of options so our clients can make better decisions.

Thus, most of our clients rely on us to not only provide bond-related services but also strategic financial planning, assistance with other consultants, and general staff support for items that may go before their elected officials. NHA staff has completed more than 300 unique consulting assignments for its clients, most of which were not related to a bond transaction. While this level of service is not commonly provided by municipal advisors, our "*extension of staff*" services have become a critical benefit to many of our clients given the financial and staffing pressures that have lingered during the past several economic downturn.

Long-Term Strategic Financial Planning Experience

NHA has provided long-term strategic planning services for more than a decade. This expertise grew out of our continued discussions with public agencies as it related to issuing debt for projects and the need to look beyond the next few years to better understand the needs and financial impact over time. Our work has included everything from quantitative modeling/forecasting to extensive policy recommendations to maintain certain reserve levels or allocation of revenues for future capital projects to avoid the need to incur debt. The following discussion presents recent experience and case studies with various credits.

Utility Experience

The NHA team has deep utility financing experience having provided funding solutions for California public utilities in the midst of Proposition 218 litigation, ballot measure rate challenges, droughts, earthquakes and fires. We have worked for water retailers, water wholesalers and State Water Project contractors. We have delivered funding for a major P3 utility project. We serve both wastewater and water utilities ranging in size from 2,500 accounts to over 100,000 accounts. The best indicator of a municipal advisor's utility experience is not the par value of the bond issues the advisory firm has worked on, but rather the depth and diversity of the firm's experience.

Since 2016, NHA has served as municipal advisor for 46 wastewater/water financing transactions, involving 29 distinct California special districts and cities. The 46 transactions consist of 20 wastewater financing transactions, totaling $501.7 million, and 26 water financing transactions, totaling $364.0 million.

Case Study: City of Riverside – A Refinancing for a Sewer Utility Considering Direct Potable Reuse ("DPR")

The City of Riverside operates a wastewater treatment plant that has already been partially reconfigured in anticipation of a future DPR mandates from the State's Water Boards. NHA served the City as financial advisor on a $150 million+ refunding of existing debt in 2018. We succeeded in getting the utility's credit rating upgraded from A+ to AA- by Standard & Poor's. More important in many ways was our work to prepare a "common story" with consistency through all the public information on the utility. Community activists had noted in the past that the rating reports, 218 cost of service studies, and bond disclosure documents had some major inconsistencies. This hurt the credibility of staff with both elected officials and the community. NHA worked with all the members of the wastewater utility team to prepare a "common story" that would be consistent through all current and future public documents on the utility. This common story also addressed the issue of a future DPR mandate by showing a long-term rate management strategy that could potentially deliver funding for DPR.

Tax Allocation Bonds (TABs) Experience

Since 2016, NHA has served as municipal advisor for 18 Tax Allocation Bond transactions, totaling $270.0 million in par. These transactions were completed for successor agencies in Chico, Clearlake, Corcoran, Cotati, El Centro, El Cerrito, Gonzales, Hayward, Lakeport, Napa, National City, Rocklin, San Carlos, Scotts Valley, Torrance, Ukiah, Willits, Winters, and Yuba City. Additionally, NHA currently is working with the City of Sonoma on a TAB refinancing project. Our experience includes tax-exempt and taxable TABs of all sizes (par ranging from $2.5M to $575M), and wide-ranging credit characteristics.

Case Study: El Centro TAB Refinancing and Credit Rating Upgrade

NHA worked with the Successor Agency to the El Centro Redevelopment Agency to structure a refinancing of the Agency's 2007A Tax Allocation Bonds (TABs) while leaving the 2007B (non-callable) and 2011 TABs (not currently callable) outstanding. NHA managed the underwriter RFQ process and developed a comprehensive application for the California Department of Finance (DOF) formal review process. During the DOF approval period, NHA evaluated both private placement and public offering methods of sale, ultimately moving forward with a public offering due to increased savings potential. The refunding bonds utilized a unique security pledge (86% from non-housing revenues + 14% from housing revenues + a subordinate pledge of surplus RPTTF) to establish a strong credit profile. The financing team also decided to pursue a partial subordination of pass-through payments to increase coverage while not delaying the financing process. These factors, combined with an excellent presentation from City staff on the region's improving economy, resulted in a credit rating upgraded from "A" to "A+" by S&P.

The refunding bonds were structured with level savings, yielding approximately $270,000 annual cashflow savings. The City's general fund receives approximately 28% of the residual allocation, translating into approximately $75,000 of annual savings to the City's general fund. Cumulative net present value of these savings was over $2 million (9.7% of refunded par).

Community Facilities District (CFD) Experience

NHA personnel have formed more than 50 CFDs (including 18 master planned communities), completed more than 100 CFD financings, and served as special tax administrator for nearly 30 CFDs.

We have completed over $240 million of financing for master planned communities, developing comprehensive plans throughout the build-out process. Features of our financing plans include school mitigation, impact fee credits, use of inflators, partial prepayment by merchant builders, and City participation in major offsite projects. We have also completed over $265 million of financing for commercial and mixed-use developments covering commercial, industrial, office, retail, residential, recreational, and institutional/utility applications.

Staff at NHA are experienced in negotiating with developers (and their consultants), bond owners, state authorities, land owners, and potential buyers to achieve the best outcomes.

Case Study: 29-Years of CFD Policy and Financial Advisory Services for the City of Davis

NHA Advisors worked with the City of Davis from 1989 through 2018 in developing a comprehensive set of CFD programs to fund both community scale and new development infrastructure. Over this time, political and financial CFD dynamics have evolved and NHA has advised the city on many structural changes to meet the changing CFD requirements.

City-wide CFD. The city's first CFD was in 1989 to implement funding for the city's Major Projects Financing Plan (MPFP) which required a CFD mandate for all new development in the city. The MPFP included major projects of community-wide benefit. Accordingly, NHA managed five CFD formations, located around the new development areas of the city. The allocation of MPFP costs to each CFD was unique and required new special tax formulas for each one as they that the special tax structure for each CFD was unique. The first special tax bonds were issued in 1990. As development progressed, additional series of bonds were issued. The initial authorization for bonded debt was $44M. However, by the late 1990's taxpayers in the CFDs were complaining about the tax burden and the annual 2% inflator. Accordingly, in 1999, NHA Advisors structured a refunding of all the CFD debt for the MPFP to accomplish the following objectives: (1) elimination of the 2% inflator, and (2) terminate the remaining bonding capacity. NHA Advisors also worked with City staff to develop alternative funding sources for the remaining unfunded MPFP projects.

Mace Ranch CFD. Mace Ranch is a mixed-use planned community including 1,100 single family homes, 150 multi-family units, and 160 acres of non-residential development. The first series of special tax bonds were sold in 1992. NHA Advisors negotiated provisions with the developer to provide a letter of credit equal to three years' special tax payments on the undeveloped parcels to protect the city yet help the developer get the project jump-started. In 1997, the Mace Ranch special tax bonds were restructured with significant changes. While the residential component of the master planned community was very successful, the non-residential parcels were not being developed. NHA Advisors worked with city staff to (1) temporarily lower impact fees for the non-residential parcels inside the development and, (2) lower the prepayment costs for non-residential parcels. To provide benefit to the residential parcels within the development, the maximum special tax on residential parcels was reduced by 10% with no future escalator component. These changes were all ratified by voters through a special election within the CFD. In 2007, the NHA Advisors worked with the developer and city staff to make the final adjustment to the CFD. The remaining undeveloped non-residential property was removed from the original CFD and refinanced through the formation of a new CFD with variable rate special tax bonds. This lowered the interest rate for the developer and allowed for prepayment of tax liens more economical and straight-forward.

The Cannery CFD. In 2015 NHA Advisors structured the latest CFD for the city of Davis for a master planned community. The Cannery is composed of 460 residential units plus retail commercial. In response to experience with CFDs in Davis, the Cannery CFD included the following features:

1) No provision for additional bonds (one-time)
2) Combined special tax and administrative fees increasing 2% annually through 2025 then level
3) Ability to levy special tax to fund amenities but with maximum special tax fixed
4) Combined ad valorem equivalent residential special tax rate will not exceed 1.65% of assessed valuation (special tax amount totals less than 0.2%)

The city anticipates removing the special tax inflator in 2025, eliminating any additional bonding and starting with a low initial special tax levy which will reduce the risk of future residential taxpayer complaints about their share of the CFD tax burden.

General Fund Lease Experience

Over the last 10 years, NHA has assisted California public agencies on over 50 lease revenue bonds and certificates of participation issuances, with 30 such projects occurring within the past 5 years.

Case Study. Newark 2019 Civic Center Project Financing (Sales Tax Revenue Pledge)

NHA worked with the City of Newark on its largest public facility project in the City's history requiring support of the community through an approval of a transaction and use tax (Measure GG) which provided the extra funds to support debt necessary to construct the City's new civic center which included City administration, City Council chamber, library, police station, emergency dispatch center, and multi-function event space.

In 2016, voters passed a 0.5% sales tax (Measure GG) to fund the demolition and reconstruction of the City's civic center complex, including new developments for City administration, City council chamber, library, police station, emergency dispatch center, and multi-function event space.

In response, NHA was asked to develop a comprehensive long-term financing plan to fund the $70+ million project. Using conservative revenue assumptions (due to the inherent volatility of sales tax revenues), NHA's financing plan utilized a combination of Measure GG revenues, general fund reserves, and bond proceeds to fund the project. The financing plan also identified an opportunity to utilize economies of scale to refinance two general fund obligations to simplify book-keeping, streamline bond covenants, and improve cash flows.

The well-thought-out financing plan and a robust credit presentation ultimately resulted in a "AA" rating from S&P and Fitch, saving the City the expense of bond insurance.

NHA Advisors provided strategic planning and financial analysis to identify the optimal funding sources to meet the project's cost estimates. Working with City staff to identify existing reserve levels, projected revenues and bond proceeds, NHA Advisors was able to develop a financing plan that minimized the need for debt while protecting certain portions of the City's reserve funds.

Pension Consulting and Financing Experience

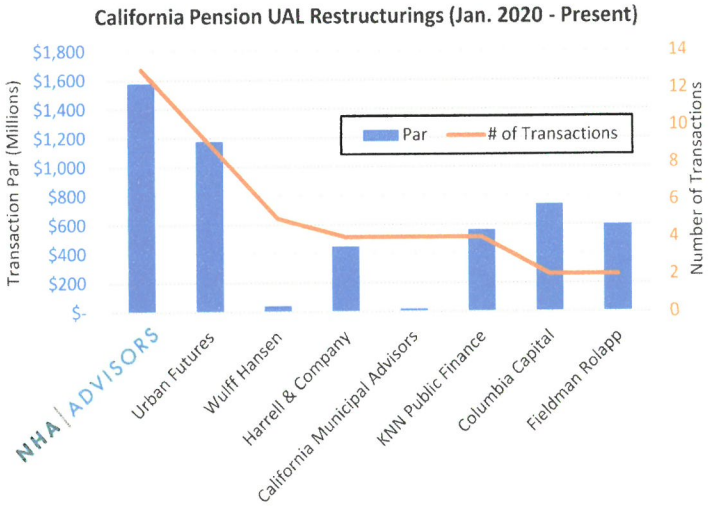
NHA has worked with more than 55 California public agencies, nearly all of whom are cities, on consulting projects related to CalPERS cost management strategies. The table below highlights some of the agencies we have recently worked with and the variety of work scope we have provided. From technical quantitative analysis on historical trends or projected costs, to clearly translated options to address rising costs (i.e., Section 115, UAL pay-downs, bonds, etc.), to presenting to elected officials, staff, and union representatives at public and informal meetings, NHA's ability to translate complex information and be agile in meeting our clients' needs is one of our strongest attributes.

NHA Pension Group Recent Experience

	CalPERS Education / Budget Workshops	NHA Pension Report (8-Page Report Distilling Historical Actuarial Report Trends)	Cost Management Strategy Evaluation Process / Workshops (Section 115 Trust, ADPs)	POB Workshops / Evaluation Process (Pros/Cons, Options and Risks)	POB (UAL Restructuring)
Alameda, City of					
Arcata, City of					
Auburn, City					
Belmont, City					
Calaveras Cnty. Water Dist.					
Carmel-by-the-Sea, City of					
Chico, City of					
Chula Vista, City of					
Corcoran, City of					
Corte Madera, Town of					
El Cerrito, City of					
El Monte, City of					
Farmersville, City of					
Gilroy, City of					
Grass Valley, City of					
Grover Beach, City of					
Lakeport, City of					
Lancaster, City of					
Lompoc, City of					
Martinez, City of					
Monterey, City of					
National City, City of					
Newark, City of					
North County Fire Prot. Dist.					
Novato Sanitary District					
Oxnard, City of					
Palos Verdes Library District					
Paso Robles, City of					
Rialto, City of					
Riverbank, City of					
Riverside, City of					
San Carlos, City of					
Torrance, City of					
Ukiah, City of					
West Covina, City of					
Winters, City of					

POB/UAL RESTRUCTURING EXPERIENCE

NHA is the top municipal advisor in California to public agencies for pension UAL restructurings since January 2020, according to CDIAC. This includes pension bonds for the cities of Auburn, Corte Madera, Riverside, Chula Vista, Grass Valley, El Monte, North County Fire District, and Palos Verdes Library District; lease-structure UAL refinancing transactions for Ukiah, Torrance, and West Covina; and a utility-revenue UAL refinancing for the Novato Sanitary District. NHA is also currently working with Rialto, National City, Martinez, Oroville and Lakeport. The table below summarizes this recent experience and details the amount of UAL that was funded through the



Source: CDIAC; all bonds sold and pending statewide for pension and insurance fund purposes; Jan 2020 to Present; NHA amount shown includes addition of West Covina and Novato Sanitary District Financings (which were not categorized as pension & insurance fund financings in CDIAC)

restructurings. The table below also summarizes how NHA and each of these agencies have addressed the core risks of any POB: reinvestment and market timing risks.

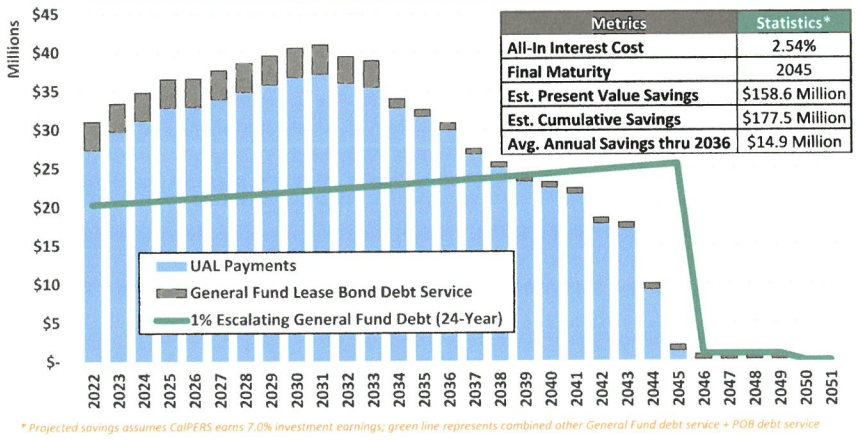
NHA's UAL Restructuring Experience (March 2020-May 2021)					
Year	**Agency**	**Par**	**UAL Funded**	**Structure**	**Strategy to Address Reinvestment Risk**
Mar-20	Grass Valley	$18,311,000	80%	POB	Pension Funding Policy, Partial Pay Off, Repayment Shape that Can Absorb Future "UAL Shocks"
Jun-20	Riverside	$432,165,000	70%	POB	Pension Funding Policy, Partial Pay Off; Heavily Stress Tested by 3rd party Actuary
Jun-20	El Monte PERS	$118,725,000	89%	POB	Pension Funding Policy, Partial Pay Off, Repayment Shape that Can Absorb Future "UAL Shocks"; Optimized to Tax Override Revenue, 3rd Party
Jun-20	El Monte PARS	$21,000,000	80%	LRB	Pension Funding Policy, Partial Pay Off, Repayment Shape that Can Absorb Future "UAL Shocks";
Jun-20	North County Fire District	$20,305,000	80%	POB	Pension Funding Policy, Partial Pay Off, 20 Year Repayment Shape that Can Absorb Future "UAL Shocks"
Jul-20	West Covina	$204,095,000	100%	LRB	Pension Funding Policy, 2% Escalating Repayment Shape that Can Absorb Future "UAL Shocks"
Oct-20	Novato Sanitary District	$6,467,000	100%	Sewer Rev	18 Year Repayment Shape; Pension Reserves to Address Any Near Term Shocks
Oct-20	Torrance	$349,515,000	67%	LRB	Partial Pay Off, Reserve Building to Buffer Future Shocks; Heavily Stress Tested by 3rd party Actuary
Dec-20	Ukiah	$49,875,000	83%	LRB	Pension Funding Policy, Partial Pay Off, Repayment Shape that Can Absorb Future "UAL Shocks", Section 115 Trust to Lock in Savings in Near Term
Feb-21	Chula Vista	$350,025,000	100%	POB	Robust Pension Funding Policy that Fills up 6 Different Reserves, Repayment Shape that Can Absorb Future "UAL Shocks"; Heavily Stress
Mar-21	Palos Verdes Library District	$5,924,000	100%	POB	Pension Funding Policy, Partial Pay Off, Repayment Shape that Can Absorb Future "UAL Shocks"
May-21	Corte Madera	$19,000,000	85%	POB	Pension Funding Policy, Partial Pay Off, Repayment Shape that Can Absorb Future "UAL Shocks"; GovInvest and NHA Stress Tested
May-21	Auburn	$15,515,000	80%	POB	Pension Funding Policy, Partial Pay Off, Repayment Shape that Can Absorb Future "UAL Shocks"
TOTAL	**13 Issues totaling $1.6 billion**				

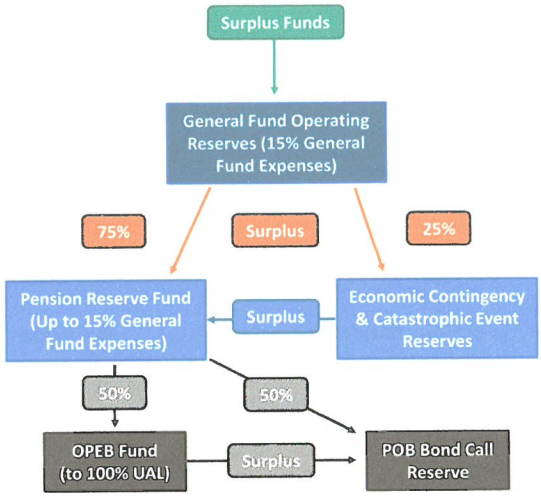
Case Study: **City of Chula Vista $350M 2021 Pension Obligation Bond Secures All-in 2.54% Taxable 24-year Rate (Estimated $178M Savings)**

NHA was hired by the City of Chula Vista through a competitive RFP process in the summer of 2020 to manage the bond issuance. Staff had already laid the preliminary foundation for the UAL concept over the previous 8 months, but brought NHA in to assist in several core areas, as noted below:

- **Continued Education** – NHA helped create a website for the City to address key questions/concerns being asked by stakeholders: https://www.chulavistaca.gov/departments/finance/pension-obligation-bonds
- **Options Evaluation** – NHA analyzed over a dozen options for staff to review, including various sizes, repayment shapes and sensitivity analyses using different interest rate levels. Ultimately, a 24-year option that escalated at 1% annually (including other General Fund debt) was determined to be the most optimal structure – maximizing savings while also creating enough capacity to absorb any future "shocks" by CalPERS.
- **Robust Stress Testing** – NHA teamed with a 3rd party actuary to conduct robust stress testing analysis. The stress testing included looking at the impact of another "2008-like" recession, sustained underperformance by CalPERS, and an immediate stock market crash worse than 2008.
- **Policy Development** – NHA worked with staff to create a robust pension funding policy. This was a critical objective of the City Council to provide a roadmap to leveraging future POB savings to bolster 6 distinct reserves. A summary of this policy is shown in the graphic on next page on the bottom right.
- **Credit Rating Process Management** – NHA put together a comprehensive credit rating presentation for the City, which led to a "AA" rating and stable outlook. The depth of stress testing and level of detail incorporated into the pension funding policy was noted by S&P as being one of the best they have seen in the nation.

- **Underwriter Management** – NHA played a very active role in managing the underwriting process, having daily calls with the underwriter to ask the right questions and help position the City to obtain the most aggressive interest rates possible. ***Chula Vista achieved a 2.54% all in interest rate for a 24-year maturity, the lowest rate obtained for such a term length, to our knowledge.***





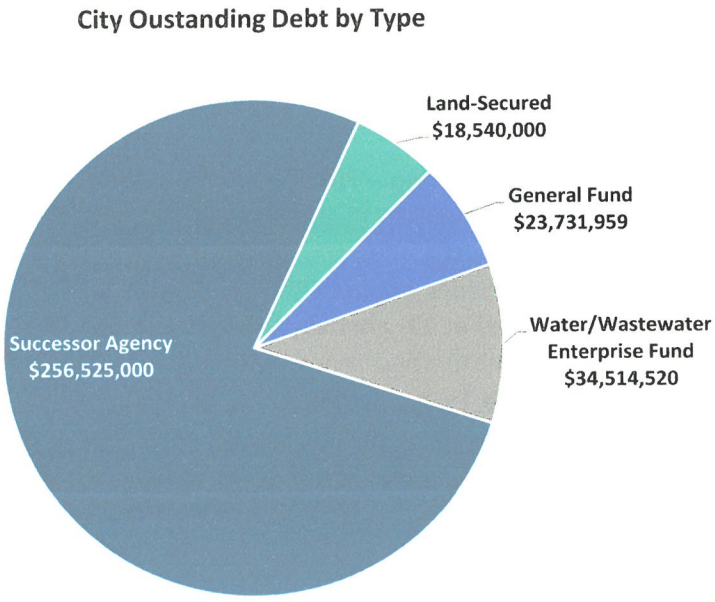
In addition, please see **Appendix C**, which includes the Town of Corte Madera 2021 Pension Obligation Bonds case study and also a presentation detailing the stress testing that was completed as part of the financing process.

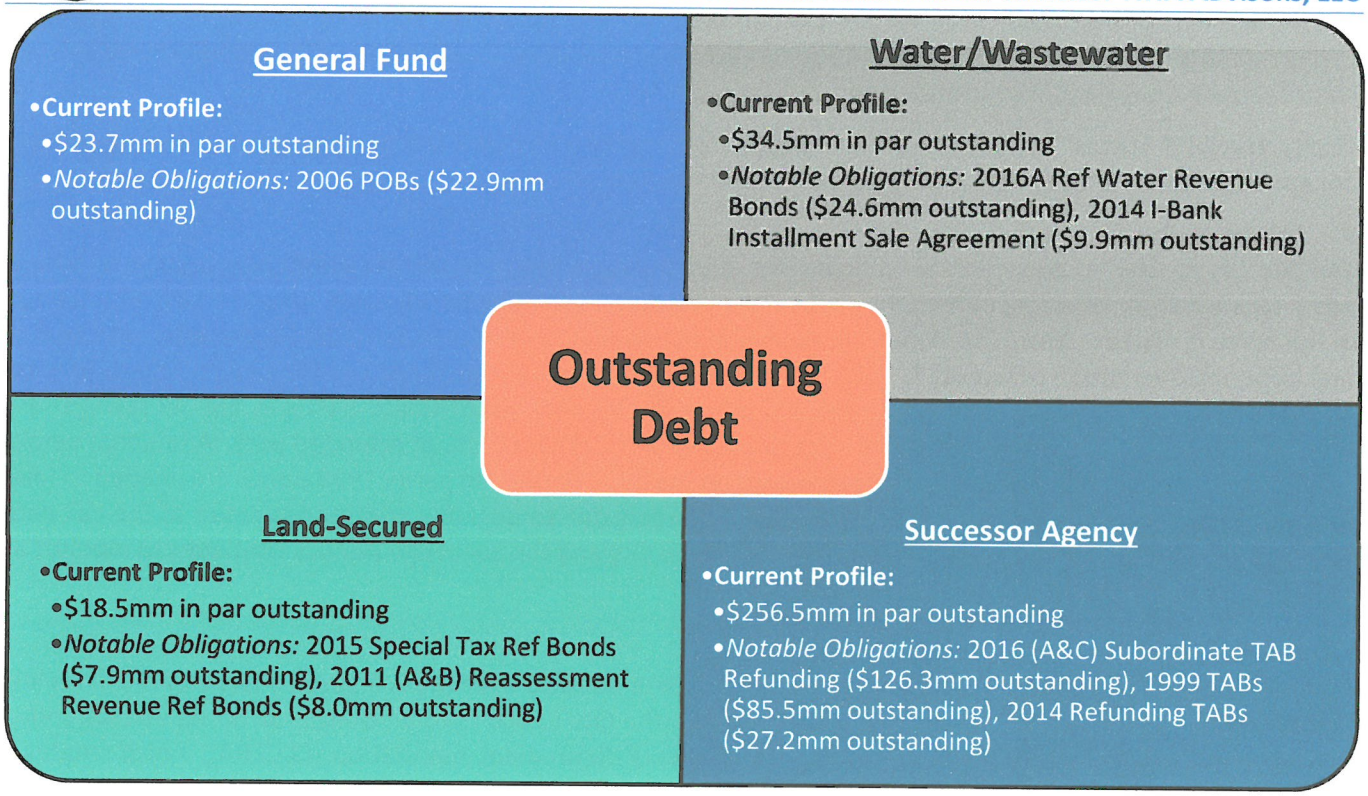
4. NHA's Understanding of the City's Finances

Existing Debt Profile

To the right, a pie chart summarizes the City's outstanding debt, with labels representing category and total par outstanding for each category.

Following is a breakout of each debt category listed in the pie chart, summarizing the outstanding financings within each category of the City's debt profile presented in **Appendix D**. The discussion that follows details potential refunding opportunities and a UAL restructuring discussion.





Potential Refunding Opportunities and Monitoring

After review of the City's debt profile, we analyzed if any of the existing debt financings had the opportunity to achieve economic savings above thresholds that would be of interest to the City to execute a current market refinancing.

Land-Secured Bonds

The City has several land secured financings outstanding that are currently callable or callable later this year. In 2011, the City issued **2011A Reassessment Revenue Refunding Bonds and 2011B Subordinated Reassessment Revenue Refunding Bonds** (together the "2011 Bonds"). The 2011A Bonds are outstanding in the among of $7.005 million and the 2011B Bonds are outstanding in the amount of $1.01 million and could potentially be refunded in the current market. The 2011 Bonds have a first optional redemption of 9/2/21 and both series have a final maturity of 2031. The 2011A Bonds are currently rated "AA" and the 2011B Bonds are currently non-rated. Assuming the same ratings and keeping with the same final maturity, we estimate a refinancing could generate the savings detailed in the adjacent table.

Estimated Refunding Statistics

	Refund 2011A	Refund 2011B
Delivery Date	9/30/2021	9/30/2021
Final Maturity	9/2/2031	9/2/2031
Tax-Status	Tax-Exempt	Tax-Exempt
First Optional Redemption	9/2/21 @ par	9/2/21 @ par
Outstanding Par Amount[1]	6,200,000	895,000
Average Annual Savings	184,000	29,000
Cumulative Savings	1,846,381	297,740
PV Savings ($)	841,271	140,218
PV Savings (%)	13.60%	15.70%

[1] Outstanding at expected close

The Assessment District 2001-03 Limited Obligation Improvement Bonds are currently callable. To determine if savings could be generated, we would need additional information given the District's unique credit characteristics (district size and ownership concentration).

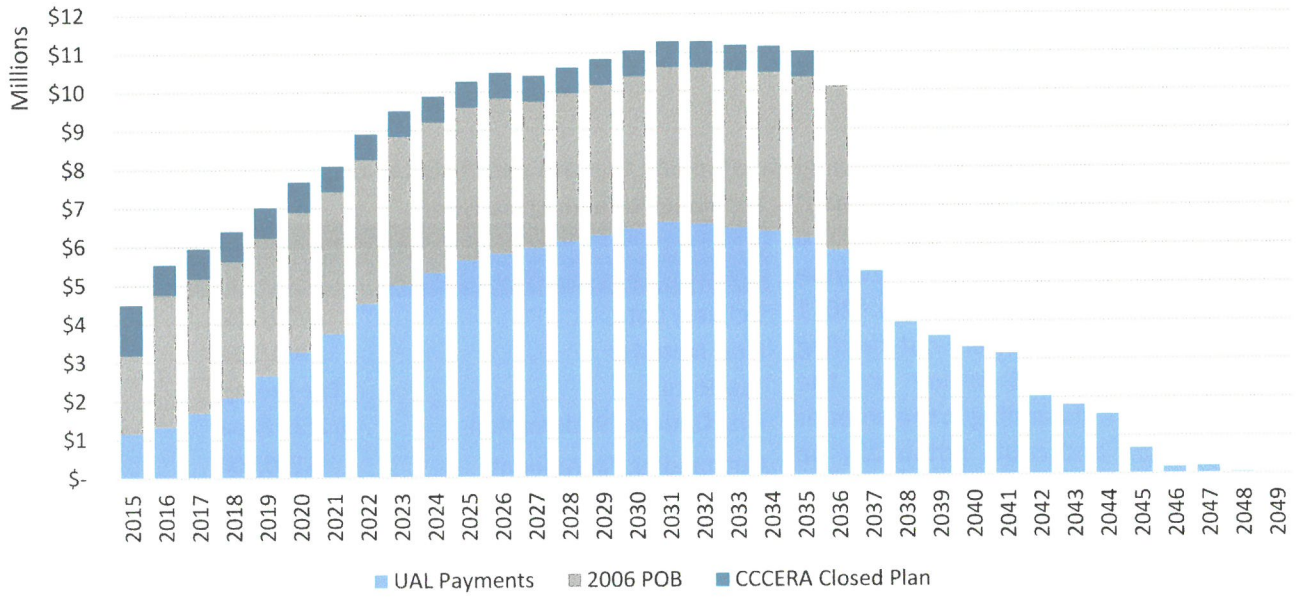
Finally, the 2015 Special Tax Bonds have an optional redemption of 9/1/25 and based upon our analysis, do not appear to generate interest rate savings in the current market.

Tax Allocation Bonds

The City has several tax allocation bond financings outstanding, a few of which are either non-callable or have a make-whole call. A refunding of the City's **2014 Tax Allocation Refunding Bonds** could generate cashflow savings in the current market. The 2014 Bonds are currently outstanding in the amount of $27.165 million and have a first optional redemption of August 1, 2024. Given the current tax law, the bonds would need to be refunded on a taxable basis. We estimate that the refinancing would generate approximate $440k in annual savings. PV savings after adjustment for prior DSRF is approximately $703,939 (or 3.4% of refunded par). Additional details regarding the outstanding debt service reserve fund on the 2014 Bonds and parity 1999 Bonds are needed to fine-tune our analysis. However, given the low PV savings largely due to negative arbitrage (a result of the call date being three years out) this may be an opportunity that the City and the Successor Agency continues to monitor as it gets closer to the optional redemption date.

Pension Expenses

Current Pension Debt Profile: The City's UAL has more than doubled over the last seven years and is still rapidly escalating. Layered on top of the City's UAL payments are the City's 2006 Pension Obligation Bonds and unfunded liability attributable to the Contra Costa County Employers' Retirement Association (CCCERA), which creates a front-loaded pension repayment shape. This can be seen in the chart below, depicting the City's historical and projected pension debt payments.



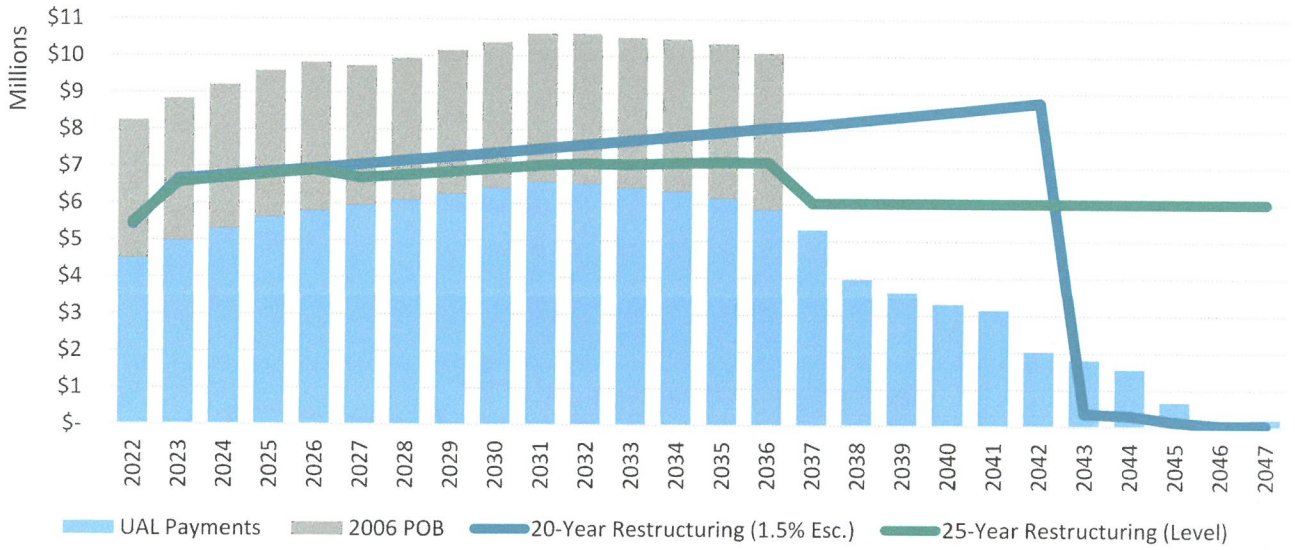
Preliminary UAL Restructuring Options: NHA presents two basic UAL restructuring options for the purposes of this proposal. It is our intention to illustrate how we think about these complex issues/problems and how we develop ideas/options for our clients to consider.

- **Option 1:** 80% of City UAL Funded; 20-Year Maturity; 1.5% Escalating Payments
- **Option 2:** 80% of City UAL Funded; 25-Year Maturity; Level Payments

For both options, NHA assumes the following:

- 80% of City UAL is paid off
- Estimated interest rates based on recent comparable transactions
- Bonds are callable (prepayment provision)
- New debt service is wrapped around unrefunded City UAL payments and 2006 POBs

Below, a chart displays Option 1, Option 2, and the City's current pension debt. The analysis assumes current market rates and that CalPERS earns 7.0% investment earnings through the maturity of the debt obligation. The lines, denoting Option 1 and Option 2, represent combined POB debt and estimated unrefunded UAL payments.



Both Option 1 and Option 2 generate estimated present value (PV) savings for the City[1]. Option 1 projects to generate $17.5 million in savings, and Option 2 $16.3 million in savings. These estimated savings represent 34.9% and 32.6% of refunded UAL, respectively. Over the projected "peak period" (2022-2036), in which the City makes the highest POB and UAL payments, Option 1 is estimated to generate $40.6 million in savings, and Option 2 $46.4 million in savings, over that time period.

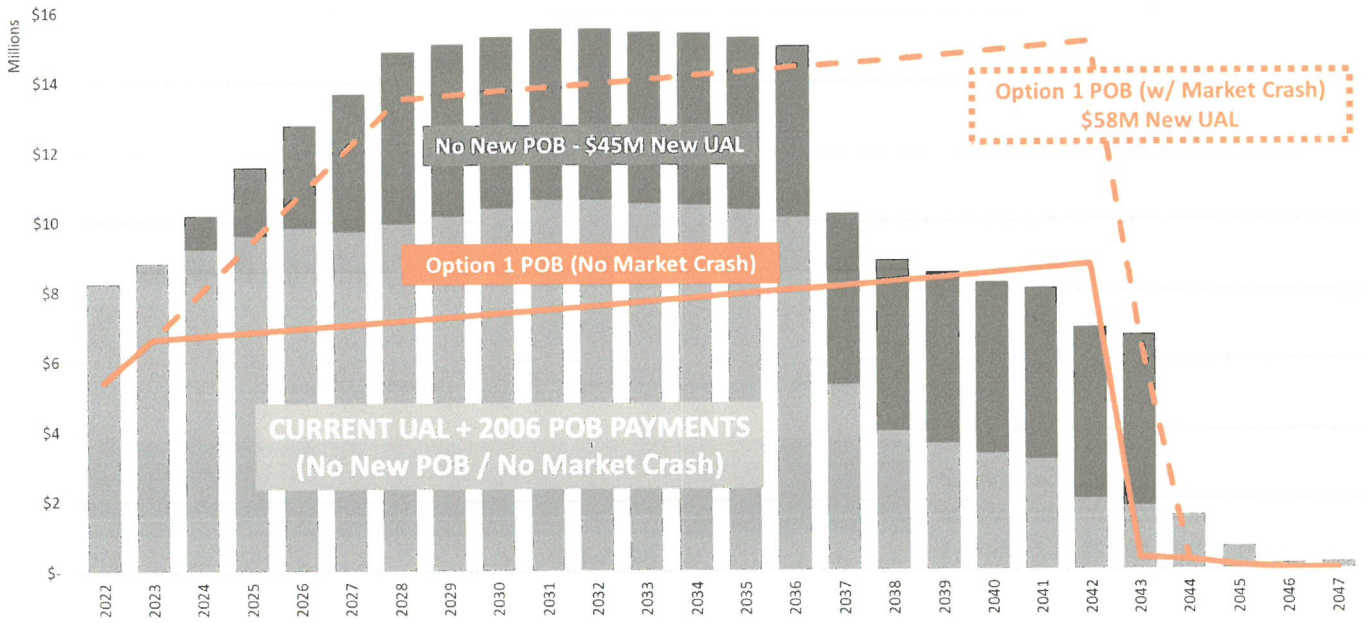
Metrics	20-Year Restructuring (1.5% Esc.)	25-Year Restructuring (Level)
UAL Funded ($)	$50,000,000	$50,000,000
UAL Funded (%)	80%	80%
Est. Funded Ratio	95%	95%
Est. Funded Ratio (After 4.7% & 15% CalPERS Returns)	100%	100%
Maturity	20 Years	25 Years
Average Life	16.3 Years	20.6 Years
All-In Interest Rate	3.35%	3.53%
Present Value Savings (%)	34.92%	32.60%
Present Value Savings ($)	$17,457,950	$16,301,408
Cumulative Savings	$14,901,399	$5,963,190
Savings (2022-2036)	$40,578,647	$46,373,695
Avg. Annual Savings (2022-2036)	$2,705,243	$3,091,580

Refining the Options: Based on the City's objectives, NHA can tailor UAL restructuring options accordingly. We are able to assist the City in examining multiple sizes, terms, and repayment shapes based on the City's financial needs and constraints. In addition to structuring considerations, NHA also believes it is essential to consider

[1] Savings assumes CalPERS earns 7% investment earnings.

"stress-test" options, which quantify risks for stakeholders in order to ensure there is sufficient structural resiliency to absorb future potential UAL shocks.

As an example of how NHA works hard to present an "even handed" depiction of how "bad things can happen", we provide the chart below that illustrates a stress test scenario of a projected outcome if the City issued a POB based on Option 1, and CalPERS experienced a 20% negative investment performance in the first year after issuance. In this example, it is estimated that the City would still see approximately 5% in PV savings if this dire situation occurred. Please note however, that NHA is not an actuary, and that this analysis should be considered best estimates for the purposes of this proposal. As desired, the City can pursue a more robust stress testing process to examine cash flow impacts (with and without a POB) under various CalPERS returns assumptions. This type of analysis can be provided by a team comprising some combination of municipal advisor, underwriter, actuary and/or other specialty firm (i.e. GovInvest). As an example of this type of analysis, please refer to the stress test presentation in **Appendix C**.



POBs – Benefits and Risks: Below is a table of benefits and risks involved with issuing POBs.

Benefits	Risks
▶ Enhanced Fiscal Sustainability Budget Predictability through Lower and Smoother Repayment Shape ▶ Interest Rate / Budgetary Savings ▶ Increased Funding Ratios of Retirement Plan ▶ Flexibility to Tailor Duration (Term) and Shape of Repayment to City's Needs ▶ Enhance Service Levels, Capital Project Funding and/or Reserve Levels using projected savings and increased cash flow	▶ Re-investment/Market Timing Risk: Present value (PV) savings is ultimately dependent on future CalPERS returns, which are unknown at time of issuance ▶ Future UAL Can Still Appear – Whether a bond is issued or not, the City's UAL can grow (or reappear) in the future based on below average CalPERS investment returns

Credit Observations and Highlights of the City's Outstanding Debt:

To further gain an understanding of the City's financial position, we reviewed and analyzed the City's credit ratings. The following discussion includes highlights of the City's various credits with observations and analyses derived from outstanding rating reports of S&P, Moody's and Fitch, the City's FY 2020 CAFR and recent continuing disclosure reports.

The City's outstanding bond financings have credit ratings that range from non-rated to "AA" category depending on the credit. While the credit metrics differ for each type of financing, the common assessment included in each is the City's financial management policies and practices. As noted in various rating reports, the City's has received high marks in this category and after review of the City's current policies and practices (discussed further under Policy Development in **Section B.3.**), the City continues to be very well positioned in this area.

City General Fund Credit Highlights
(Pension Obligation Bonds current Rating of "AA-" by S&P and "A+" by Fitch)[2] [3]

- Access to a broad and diverse metropolitan statistical area
- Strong median household income when compared to national figures
- Steady and strong AV growth, with >5% average growth over the last five years
- Strong management with good financial practices noted in S&P's last assessment
- Very strong budgetary flexibility with GF reserves of approximately 47% of expenditures in FY 2020
- Strong liquidity with total government available cash of approximately 130% of total governmental funds expenditures in FY 2020
- City has established an irrevocable trust for the purpose of prefunding its OPEB liabilities
- Potential property taxpayer concentration
- Escalating pension and OPEB costs

Tax Allocation Bonds Project Area Credit Highlights for Entire Los Medanos Area
(Senior Bonds rated "A" by S&P and "AA-" by Fitch; Subordinate Bonds rated "BBB+" by S&P and "BBB-" by Fitch; and Housing Bonds rated "BBB+" by S&P and "A" by Fitch)[4][5]

- Large project area covering 6,562 acres, which is approximately 54% of the City
- Strong maximum annual debt service coverage of for Senior, Subordinate and Housing Set-Aside Bonds of 3.91x, 1.99x and 2.00x, respectively in FY 2021 based on no growth in tax increment revenues
- Very low volatility ratio of .05 in FY 2021 for the combined Project Area indicating that the project area can withstand significant loss in total AV while still maintaining 1.0x coverage
- Concentration of top taxpayers, which account for 16.44% of project area AV in FY 2021

Reassessment District 2011-1 Credit Highlights (City's other land secured debt is non-rated)
(Senior Bonds rated "AA" by S&P)[6]

- District characteristics are strong with large size, low taxpayer concentration fully built out status
- Financing completed with cash funded debt service reserve fund
- Strong debt service coverage at 1.20x

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[2] S&P raised City's Issuer Credit Rating to "AA-" on 2/20/14 and raised the City's POB rating to "AA-" on 2/23/18 as part of S&P's criteria change
[3] Fitch affirmed POBs at 'A+'; Outlook Stable, Dated 3/23/17
[4] S&P affirmed ratings on senior lien TABs 1/14/16
[5] Fitch upgraded senior lien TABs to "AA-", affirmed subordinate TABs at "BBB-" and upgraded housing TABs to "A" on 4/6/17
[6] S&P Rating upgrade to "AA" on senior reassessment revenue refunding bonds on 4/16/18

- Economic fundamentals of the District are characterized by stable population growth, healthy labor market and strong median household effective buying income

Water Fund Credit Highlights
(Rated Aa3 by Moody's)[7]

- Solid debt service coverage with FY 2020 at 2.88x
- Strong economic profile
- Strong liquidity position
- Low debt burden
- Strong utility reserve and debt policies

5. Addressing Scope of Services

Long-Range Financing Strategy

In keeping with the "NHA Way" ethos, our objective is to absolutely address the City's short-, mid- and long-range strategic objectives. As this effort pertains to a financing strategy, our process would be to determine the City's objectives through a process of interviewing staff, understanding the City's CIP needs (in detail, dollars, timing), risk tolerance, constraints, discussion of the City's bonded and pension debt profiles outlined in the prior section, etc.

As noted in the previous section there are a few potential refunding opportunities the City may consider, as well as a detailed discussion of the City's UAL. We've also noted that the City's 5-Year CIP for FY 2020-2024 identified approximately $84 million over the 5-year horizon, with funding identified for $49.7 million. Evaluating each of these with the City would be a first step in understanding the City's objectives.

Bottom line: NHA always seeks to understand, with crystal clear clarity, executive staff and city council core objectives. Everything we do—advisory first, then execute upon Council/Staff directives next—is predicated upon that understanding of short, medium and long term strategic goals.

NHA Statement/Commitment to delivering upon a detailed and comprehensive range of services and tasks is found in **Appendix A - "NHA's Commitment to Deliver the Highest Quality Ideas, Advice and Execution Services upon a wide-ranging Set of Potential Needs."** The scope of services therein goes to the scope of tasks that included in **Section F - Compensation and Fees.** In addition, the following includes a detailed discussion on the Firm's consulting practices and policy development, which incorporates a review of the City's policies.

Consulting Practice Groups

As discussed herein, in addition to bond financings, many clients rely on us for strategic financial planning, policy advice, cross-collaboration with other consultants and general financial staff support. **Since 2016, NHA staff has completed over 300 unique consulting projects**, many of which were not strictly connected to a financing. While this level of service may not be commonly provided by municipal advisors, our "***extension of staff***" service has become a core part of our services and a critical benefit to many of our clients. CalPERS pension and fiscal sustainability consulting services have been a rapidly growing element of our consulting practice, helping to address the concerns of our clients given rapidly growing pension costs and the continuing needs to fund deferred maintenance and critical services.

[7] Moody's credit opinion issued 10/6/16

NHA formed 8 practice groups to address areas that our clients had told us mattered to them. NHA has made it our business to become expert in areas such a climate change impacts (i.e. wildfire risks, rising sea levels), pensions, P3/economic development negotiations, and continuing disclosure to provide meaningful ideas and advice to our clients when those issues arise and we are called upon to contribute.

Policy Development

The NHA team has experience working with our clients to update and help implement financial policies. Our research shows that the City has robust policy and practices demonstrating prudent financial management. Noted in the City's financials and on its website are capital assets policy, debt management policy, fiscal sustainability and reserve policy, interfund transfer policy, investment policy, grant policy and purchasing policies. Operational highlights within these policies include reserve fund minimum balance of 30% of the City's General Fund expenditures, budget stabilization reserve, Enterprise Fund reserves of 30% of Enterprise Fund's operating expense, quarterly investment reporting to City Council, multi-year CIP planning identifying funding sources, among others.

Additionally, we believe putting into place a new pension funding policy (which will provide the framework and flow of funds for potential future pension savings) will be very important from credit, operational and political perspectives. Cybersecurity policies have also become increasingly important. Included in **Appendix E** are examples of recent Pension Funding Policies that NHA has helped our clients implement.

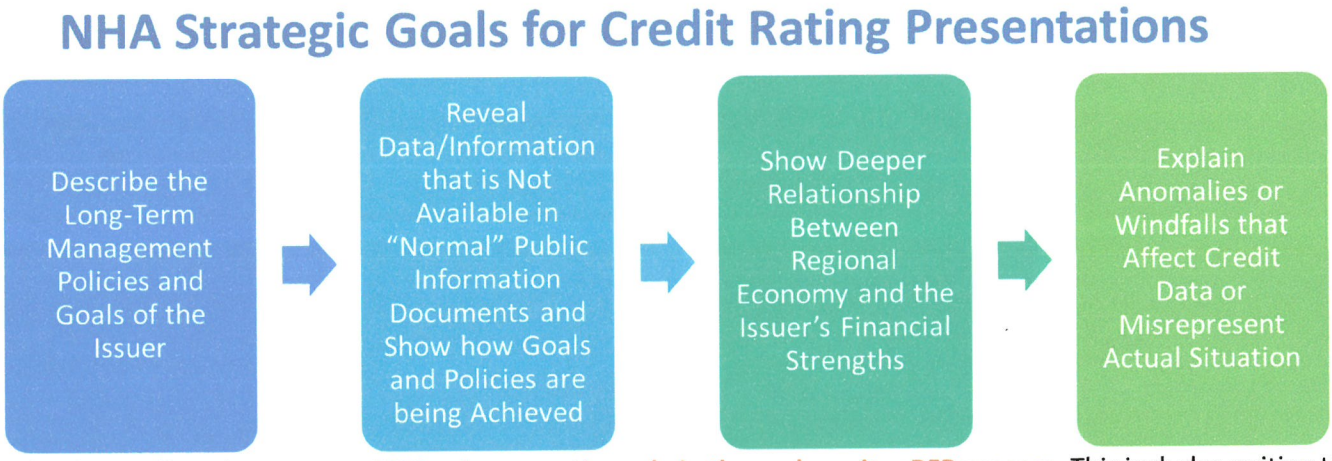
Should any of our consulting assignments transition into a bond financing, we highlight two examples where NHA distinguishes itself compared to our competitors: **First, NHA excels in the credit rating process and second, NHA excels in underwriter management during the bond sale process.** We present our approach to each in the following paragraphs.

Credit Rating Process

NHA takes an active role in the credit rating process, leading the due diligence review and crafting the credit presentation. NHA understands that a portion of the rating criteria is often outside of the City's control, such as economic indicators and demographics. However, a large element of the rating is controllable, and NHA has a strong record of executing a multi-pronged approach to ensure our clients obtain the highest rating possible. As the graphic below indicates, NHA equips our clients and enables them to tell their story. Our goal in the credit rating process is to ensure that the rating analysts are educated and supported with critical and key information to defend and advocate the City's position and make positive rating recommendations to their committees.

As examples of our work with credit presentations, please see **Appendix B** for presentations that NHA prepared for the City of Chula Vista's Pension Obligation Bonds and the City of Riverside's Sewer Revenue Bonds.

Underwriter RFP Process

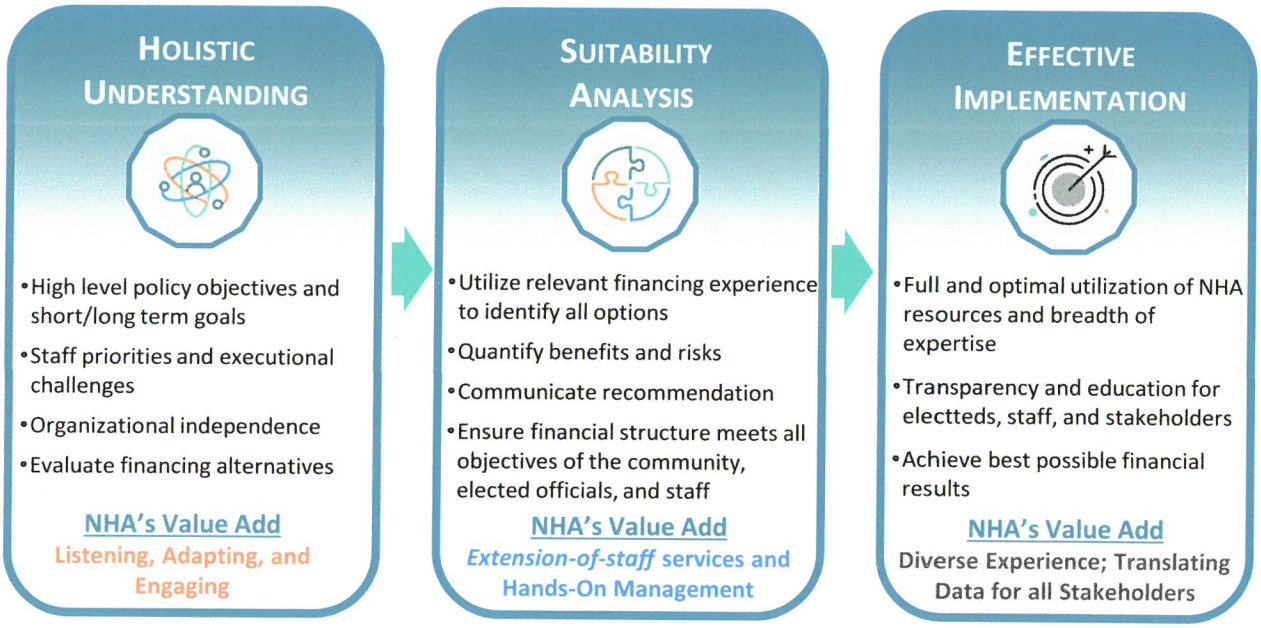


Like the credit rating process, NHA takes an active role in the underwriter RFP process. This includes writing the RFP, sending it all or to a hand-selected set of underwriters (there are reasons for both approaches), reviewing and evaluating underwriter proposals, and communicating recommendations to the client. Once NHA receives and reviews the underwriter proposals, we rank the proposals based on an internally developed scoring model that takes objectivity and subjectivity into account. When communicating recommendations to the City, we articulate the reasons behind our decision and also allow space for City staff comments and questions. NHA usually takes the lead in this process, but we will adapt if City staff have other preferred approaches to this selection process.

6. What sets NHA apart

NHA's Relationship with the City. NHA has showed interest in working with the City since our introductory meeting in 2019. As a result of our interest, NHA has extensive experience reviewing the City's financial statements and debt portfolio. In particular, we are well-versed on the City's pension expenses, a subject which we have presented to the City in 2019 and 2021. We believe our prior knowledge of the City would enable our smooth entrance into the advisor role, allowing us to effectively serve the City right away.

NHA is a different type of consultant / advisor to public agencies in California. NHA brings a broad scope of experience that we believe is unmatched by our competitors. We at NHA believe that the City benefits the most from a municipal advisory team that is experienced and well-rounded. Building upon our principals' decades of experience, NHA has developed an internal process that applies the talents of each NHA principal and employee to each step along the financing process. When it comes to the execution phase, our approach is that the municipal advisor should be the project manager for the financing process and should take full responsibility. Of course, tasks related to the legal work, underwriting, and other specialties must be handled by those professionals. But we believe it is important that the client have a "go-to" representative who is responsible to the client and who will "quarterback" and review, on the client's behalf, all aspects of the transaction, ensuring maximum communication between all parties so that the project can be accomplished in the most efficient and effective manner possible.



NHA is a holistic, client-centered, and hands-on municipal advisor. This means that the first step in our process is listening to the City to understand your needs. We pride ourselves in being accessible to City staff and assign at least two senior level advisors to each project to ensure open communication with the City, utilizing email, telephone, video calls and in-person meetings according to the City's preferred method of communication. NHA will attend all City Council or board meetings and any special meetings with staff, bond counsel, disclosure counsel, credit enhancement firms, and rating agencies as the City deems necessary. All projects are unique - NHA commits to "***doing what it takes***" to manage the process, any process, to achieve a successful result for the City and other stakeholders. Once a financing has been determined to be the best solution, NHA steps up to manage the project and "quarterback" the financing, from assembling financing team members, to scheduling meetings, to negotiating with the underwriter, and to conducting in-depth research for credit presentations.

NHA takes a long-term approach to evaluating our client's potential funding needs. We are very comfortable with the axiom "sometimes the best deal is no deal." NHA commits to advising the City with integrity and if our research indicates that a bond is not the ideal financing mechanism for the City's projects, we will advise against a bond – regardless of how that will affect our compensation for the project. Our commitment to finding the best funding solution for our clients is our key strength, differentiating us from other municipal advisors. Our projects start with an unbiased assessment of the capital needs and existing financial obligations and evolve after the public agency understands all the issues and options and directs us towards one specific solution. After determining priorities, NHA balances short-term needs with a long-term perspective to provide tangible financing solutions. We have often advised our clients toward financial solutions that include internal loans, federal or state grants, or some form of subsidized loan program like the State Revolving Loan Fund.

Diverse Problem-Solving Experience. The focus of our principals for the last four decades has been on problem solving for public entities in California – and not just the problems that can arise with debt financing. Consider the table below, summarizing our problem-solving experience over the years. Our problem-solving experience addresses a litany of municipal disasters: bankruptcy, bond defaults, earthquakes, droughts, floods, and climate change. **NHA has met each of those challenges for our clients by coming up with cutting edge solutions, by rethinking the way things are normally done, and above all, by finding the "win-win" solution.**

C. QUALIFICATIONS

Identify the person(s) with critical responsibilities who will be assigned to work for the City and describe their role/duties. Describe experience and qualifications which qualify the individual to perform consulting services specified within the Scope of Services.

NHA puts forth three principals (each with over 30 years of experience in public finance), three vice presidents, and a quantitative support staff. Our entire municipal advisor team maintains their Series 50 in good standing with the MSRB and SEC. There is no pending or threatened litigation or sanctions levied against any of NHA's staff.

The adjacent table identifies the proposed lead advisory NHA team, along with some key qualifications and contact information. Below, we expand on each lead advisor's qualifications. **In addition, we provide complete resumes for the lead advisory team in Appendix F.**

NHA's Core Municipal Advisory Team

Name Title	ERIC SCRIVEN Principal	MIKE MEYER Vice President	LESLIE BLOOM Vice President
Licenses	Series 50, Series 54	Series 50	Series 50
In Public Finance Since	1990	2003	2007
Specialty at NHA	City finance, utility finance, pension finance	City finance, pension finance, quantitative analysis, credit analysis	City finance, quantitative analysis, credit analysis
Education	BS, MBA UC Berkeley	BS UC San Diego	BS University of Arizona
Office 415.785.2025	x2003	x2004	x2009

Description of Staff Expertise and Qualifications

Eric Scriven, Principal, will function as the lead advisor and day-to-day contact for the City. Mr. Scriven's career in the municipal finance industry has spanned over 30 years. His expertise is in all facets of local government operations and finance including utility, redevelopment, land-secured, and project financing. Prior to joining NHA, Mr. Scriven was an underwriter with three major California investment banking firms. This prior experience provides NHA with a deep understanding of the buy-side process. More recently, Mr. Scriven has been active in utility financings and pension obligation bonds for California cities. Mr. Scriven holds an MBA, from Haas School

of Business, and a B.S. in Urban Land Economics and Finance, both from University of California, Berkeley. He holds a Series 50 and 54 License from the SEC.

Mike Meyer, Vice President, will function as an additional lead advisor for the City. Mr. Meyer has worked in public finance for 18 years, with over half of his time spent as an underwriter. Mr. Meyer manages NHA's Pension and Fiscal Sustainability Group and has analyzed pensions and POB structuring solutions since 2006. He has worked on each of the firm's pension consulting and POB engagements over the last five years, totaling $1.7 billion in par. In 2020, NHA was ranked the #1 firm to complete CalPERS UAL restructurings in terms of number (12) and par ($1.6B). Mr. Meyer holds a B.S. in Management Science, from the University of California, San Diego. He holds a Series 50 License from the SEC.

Leslie Bloom, Vice President, will function as an additional lead advisor for the City. Ms. Bloom has worked in public finance for 14 years. Prior to joining NHA Advisors in February 2021, Leslie worked in Public Finance Debt Investment Banking, most recently with Raymond James. In an investment banking role, Leslie completed over 200 senior managed and private placement financings, totaling more than $3.5B. She has worked with a wide variety of public agencies throughout the State and has experience with the following financings: general fund lease, tax allocation, land secured, utility (water and wastewater), sales tax, general obligation, pension obligation, and short-term notes. Ms. Bloom's expertise lies in city finance and credit analysis. Ms. Bloom holds a B.S. in both Finance and Accounting, from University of Arizona. She holds a Series 50 License from the SEC.

D. CLIENT LIST

List of public clients for whom the Proposer currently provides services.

The table below lists the 63 California public agencies with whom NHA is working. This client base is diverse – from large cities, like San Francisco and Riverside, to small towns, like Colma. Our clients also represent a variety of debt portfolios – from $1+ billion debt portfolios for the Cities of San Francisco and Industry, to public agencies that are in the process of issuing their first public debt. **NHA has a commitment to high quality work, and we believe we have successfully met our clients' needs on all of our projects – a claim that our references and clients will support.**

NHA Current California Public Agency Client List		
American Canyon, City of	Grover Beach, City of	Riverside, City of
Auburn, City of	Hermosa Beach, City of	Rocklin, City of
Berkeley, City of	Industry, City of	San Carlos, City of
Campbell, City of	Lakeport, City of	San Francisco, City & County
Carmel, City of	Lancaster, City of	Santa Paula, City of
Chico, City of	Lompoc, City of	Saratoga, City of
Chula Vista, City of	Los Altos, City of	Sausalito, City of
Clearlake, City of	Martinez, City of	Scotts Valley, City of
Colma, Town of	Morgan Hill, City of	Selma, City of
Corcoran, City of	Napa, City of	Sonoma, City of
Corte Madera, City of	National City, City of	Solano Irrigation District
Cotati, City of	Newark, City of	Suisun/Solano Water Authority
El Centro, City of	Novato Sanitary District	Three Rivers Levy Imp. Auth.
El Cerrito, City of	Ojai, City of	Torrance, City of
El Monte, City of	Oroville, City of	Truckee Fire Protection District
Emeryville, City of	Oxnard, City of	Ukiah, City of
Exeter, City of	Palmdale Water District	Watsonville, City of
Farmersville, City of	Palos Verdes Library District	West County Wastewater Dist.
Galt, City of	Pajaro Valley Water Mgmt. Agcy	West Covina, City of
Gilroy, City of	Paradise, Town of	Wheatland, City of
Gonzales, City of	Paso Robles, City of	Willits, City of
Grass Valley, City of	Rancho Cordova, City of	Winters, City of
	Rialto, City of	Yuba County Water Agency

E. REFERENCES

List of references relating to projects completed for local governments over the last three years. Include name, address, email, and phone number of a contact person.

NHA's references can provide the City with frank, detailed evaluation of our approach and processes towards projects. We encourage you to reach out to these references for more information about how NHA approaches our projects with a goal of providing an unparalleled level of municipal advisory services in keeping with the "NHA Way" ethos.

Name *Title*	Project Location	Description of Service Provided	Date of Services	Contact Information
Edward Enriquez *CFO*	City of Riverside	2018 Bond financing for $150M Sewer revenue refunding bond; 2020 Bond financing for $500M POB, including pre-bond analysis, options evaluation, and scenarios analysis	2018 - Present	EEnriquez@riversideca.gov (951) 826-5972 3900 Main St. Riverside CA, 92501

Name *Title*	Project Location	Description of Service Provided	Date of Services	Contact Information
Jason Caudle *City Manager*	City of Lancaster	Bond financings for streets, capital projects, pension, fiscal sustainability, and power/electric consulting	2018 - Present	jcaudle@cityoflancasterca.org (661) 723-6010 44933 Fern Avenue Lancaster, CA 93534
Maria Kachadoorian *City Manager*	City of Chula Vista	$350M POB; structuring options (inc. wrap General Fund debt); stakeholder education	2020 - Present	mkachadoorian@chulavistaca.gov (619) 409-5818
Kevin Riper *CFO*	City of Oxnard	Water Bonds, WW, & Lease Refinancing, swap termination, credit rating upgrade, line of credit, ERP financing, gas tax refinancing, pension/POB consulting, continuing disclosure compliance services, CFD Formation Consulting, Development Consulting	2017 - Present	kevin.riper@oxnard.org (805) 385-7475 300 West 3rd Street Oxnard, CA 93030
Todd Cusimano *Town Manager*	Town of Corte Madera	POB transaction; multi-stakeholder educational meetings pre-validation; extensive follow up to public comment; Town Hall financing	2020 - Present	tcusimano@tcmmail.org (415) 927-5050 300 Tamalpais Drive Corte Madera, CA 94925
Rene Mendez *City Manager*	City of Gonzales	Provide financial consulting services related to funding City-owned microgrid distribution assets, Successor Agency refinancings and Lease Financings	2011 - Present	rmendez@ci.gonzales.ca.us (831) 675-5000 147 Fourth Street Gonzales, CA 93926

F. COMPENSATION AND FEES

Describe fee proposal in detail whether the fee is for services or retainer.

NHA commits to delivering the highest standard of municipal advisory work product. We understand and are mindful that our proposed fees must reflect the value we deliver. Our goal is not to be the low-cost leader of financial advisory services. Our fee levels are indicative of the amount of professional resources applied to the City's project. We recognize the importance that fee containment has for clients and are willing to negotiate our fees with the City.

NHA believes that fee levels are a function of the scope and effort provided by different firms. Many advisors will limit their work to managing the process, coordinating calls, and delegating to other financing team members. We take a comprehensive and active approach, whereby we ensure that all aspects of the financing process are completed to the highest standard, which directly impacts the credit and best interest rates for the City. Managing the credit rating documents allows NHA and the City to deliver a comprehensive and insightful information package to the rating agencies. This benefits the City, financing and stakeholders through a higher rating report and lower interest rates. Again, we encourage you to confirm this statement with the references provided. As a fiduciary, we put our clients' interests before ours.

We approach each project objectively and with the primary purpose of delivering agnostic options and alternatives. We believe that it is important to have no "vested interest" in advocating for a bond solution to guarantee a financing fee for the consultant. By keeping the initial work independent of the implementation of a financing solution, NHA can avoid conflicts generated by suggesting a bond financing to secure a financing fee.

We believe the initial phase of work should be focused on providing alternatives that may or may not include a bond financing. Since this investigative process can greatly vary in time, we recommend it be segregated from the financing scope and subject to hourly efforts. The City controls the time and the process to avoid unforeseen costs. **NHA proposes a two-phase compensation structure, which breaks our work into a Task 1 (On Call General Municipal Advisory Services) and a Task 2 (Financing Execution). Details and rationale for each Task are found below.**

1. Time and Materials

Please provide hourly rates for all employees of the proposer's firm who would be providing services under this contract. List separately any additional costs or reimbursements that would be applicable to work performed under the contract scope. Terms: Invoiced Monthly.

Task 1: Hourly, On Call Financial Consulting and Municipal Advisory Services

NHA believes that to provide objective advice when delivering funding strategies, including scenarios that suggest not moving forward on a financing, this work must not be based on the ultimate compensation structure to the advisor. We believe that an objective, research-based work product requires compensation on a non-contingent fee basis. In our experience, sometimes information comes to light during our diligence that necessitates a decision that the "best deal is no deal" and it is incumbent upon NHA, as a fiduciary, to give that advice.

Staff Allocation	Hourly Rate
Principal	$325
Director	$300
Vice President	$275
Sr. Associate	$250
Associate	$225
Senior Analyst	$200
Analyst	$175
Administrative	$ 75

Therefore, NHA prefers a two-phase compensation structure that separates general advisory and initial work on a *potential* transaction into a Task 1 which includes hourly compensation (subject to rate structure above). Many Cities that NHA works with prefer to structure Task 1 contract services with a per fiscal year not-to-exceed amount per City Manager's signing authority. However, NHA is open to discussing what amount is the right figure given the anticipated amount of time of the engagement.

A sample of services generally associated with **Task 1** are identified below:

Task 1 - General Municipal Advisory Services

- ✓ **AS THE CITY'S MUNICPAL ADVISOR AND FIDICIARY, CONDUCT ALL DUE DILIGENCE, ANALYSIS, AND PRESENT ALL OPTIONS TO CONSIDER TO MEET OBJECTIVES; GENERALLY, PROVIDE ADVICE AND SERVICES TO FACILITATE A SOLID FINANCIAL FOUNDATION**
- ✓ Interview City to establish clear objectives, initiate due diligence process to uncover challenges and opportunities
- ✓ Provide information/updates as requested on economic, capital market conditions
- ✓ Assist City staff (upon request) in reviewing and/or analyzing legislation that may have a financial impact on the City
- ✓ Develop options: provide independent research/validate feasibility and practicality of potential financing options inclusive of market rate (bonds, loans, etc), "free and cheap money" (grants, subsidized loans) and other more creative approaches (i.e. partnerships) as directed and feasible
- ✓ Review City's financial status, recommend optimal programs
- ✓ Assist in appropriate disclosure for annual financial reporting

- ✓ Upon request, assist the City in developing and maintaining distribution channels for financial statements (primarily through EMMA)
- ✓ Review City's debt portfolio; provide recommendation on refinancing opportunities
- ✓ Review City's "suite" of financial and operational policies in place, provide recommendations and samples, as required, to ensure best-practices and / or regulatory requirements are met
- ✓ Evaluate, provide recommendations on City's credit rating posture
- ✓ Review, evaluate City's investor disclosure compliance; provide recommendations, as required, for remediation of deficiencies
- ✓ Review and advise, as requested, City's bond's arbitrage reports
- ✓ Prepare written memoranda or easy to understand presentation materials outlining options with clear discussion of advantages and disadvantages to each alternative; Typically, there is a "feedback loop" inherent in this process necessitating review and revisions and repeating this process to ensure common understanding and concurrence on option(s) selected to present to elected decision-makers that can meet the goals established
- ✓ Lead discussions with all necessary City stakeholders, including executive staff and elected decision-makers and, as required, community groups, bargaining unit leaders, developers, property owners, etc.
- ✓ As requested, provide formal advice and recommendations on issuance of bonds and project financing programs
- ✓ As directed, prepare (or review) and present (in-person or virtual), all materials, including staff reports and presentations for elected body review and decision-making / approval of financing options

2. Fixed Contingency Fee

Please provide the fixed contingency fee applicable to the work proposed under this contract. List separately any additional costs or reimbursements that would be applicable under the contract scope. Terms: Paid from bond proceeds as cost of issuance.

Task 2: Bond Financing

Upon the City's decision (either at staff or Council level) to implement a financing strategy, NHA will pivot to Task 2 services. This work would be structured on a contingent basis (paid from bond proceeds at the time of closing). For potential bond financing(s), we propose a contingent fixed fee ranging from **$29,500 to $87,500** depending on the financing structure, complexity, method of sale of the financing, the extent of NHA's tasking and, generally, how much time it will take to complete the financing. Expenses such as California travel will not be expensed. All project related expenses will be invoiced at cost (and typically paid from proceeds of the financing).

For example, a simple private placement transaction would take less time to execute and would be on the lower end of the range shown above. Contrasting that, a complex pension obligation bond that might require a lengthy or extensive process which involves time to educate stakeholders, detailed analysis and stress testing, RFP process for underwriters or other consultants may be on the higher end of the range shown.

A sample of services generally associated with **Task 2** are identified below:

Task 2 - Bond Issuance Municipal Advisory Services

- ✓ AS THE CITY'S MUNICPAL ADVISOR AND FIDICIARY, MANAGE ALL ASPECTS OF, AND REPRESENT CITY'S INTEREST IN, BOND FINANCING PROCESS
- ✓ Establish and manage finance team distribution listing, financing schedule, due diligence data needs and task list; allocate tasks and duties for efficient and effective project execution
- ✓ Work cooperatively with assembled team (i.e. underwriter or broker-dealer) to develop detailed numerical analysis of financing options; independently verify all numerical options
- ✓ Work cooperatively with assembled team (i.e. bond counsel) to develop bond legal documentation; provide detailed review and commentary
- ✓ Work cooperatively with assembled team (i.e. disclosure counsel) to develop bond investor disclosure documentation (e.g. preliminary official statement); provide detailed review and commentary
- ✓ Lead and manage the development of credit rating strategy, documentation and presentation materials
- ✓ Review, prepare and "coach", as required, City personnel for credit rating presentation
- ✓ Review and provide comment on draft financial and rating agency reports prior to publication
- ✓ Lead and manage, if applicable, solicitation and negotiation of bond insurance / reserve surety; provide independent cost-benefit analysis of same
- ✓ As directed, prepare, issue, manage RFP process for selection of financing participants (trustee, legal, specialized consulting needs, verification agents, etc.)
- ✓ For Competitive sale: verify bids, restructure as necessary
- ✓ For Negotiated sale: as directed, manage RFP for Underwriter, negotiate pricing structures, act as liaison and advocate/fiduciary for City's interests
- ✓ For Negotiated sale and underwriter due diligence questionnaire – discussion, advise and prepare City for accurate and appropriate responses
- ✓ During negotiated bond sale process, provide City independent analysis of comparable transactions and proposed bond structure and interest rates
- ✓ During negotiated bond sale process, in real time as required, provide City with clarification and explanation of bond terminology presented bond numerical analyses
- ✓ During negotiated bond sale process, negotiate and/or advise, on behalf of and in the interests of City, with underwriter on desired improvements to bond structure and interest rates/yields
- ✓ Arrange for investment of escrow (if applicable), including analysis of SLGS vs OMS
- ✓ Assist City in negotiation of contracts, such as investment agreements, for bond proceeds, if applicable
- ✓ Review, on behalf of City, bond purchase contract for accuracy of bond sale figures and acceptable terms; advise City of our recommendation to sign this document if approved
- ✓ Review final legal, disclosure and closing documents for accuracy prior to City execution

- ✓ Develop and distribute Closing Flow of Funds memorandum guiding all parties as to how bond monies will be transferred—and in what sequence—on the day of closing.
- ✓ As requested, prepare and present to City's elected governing body, a presentation outlining the results of the financing

3. Alternative Options

If respondents wish, they may provide other appropriate alternatives with descriptions and terms.

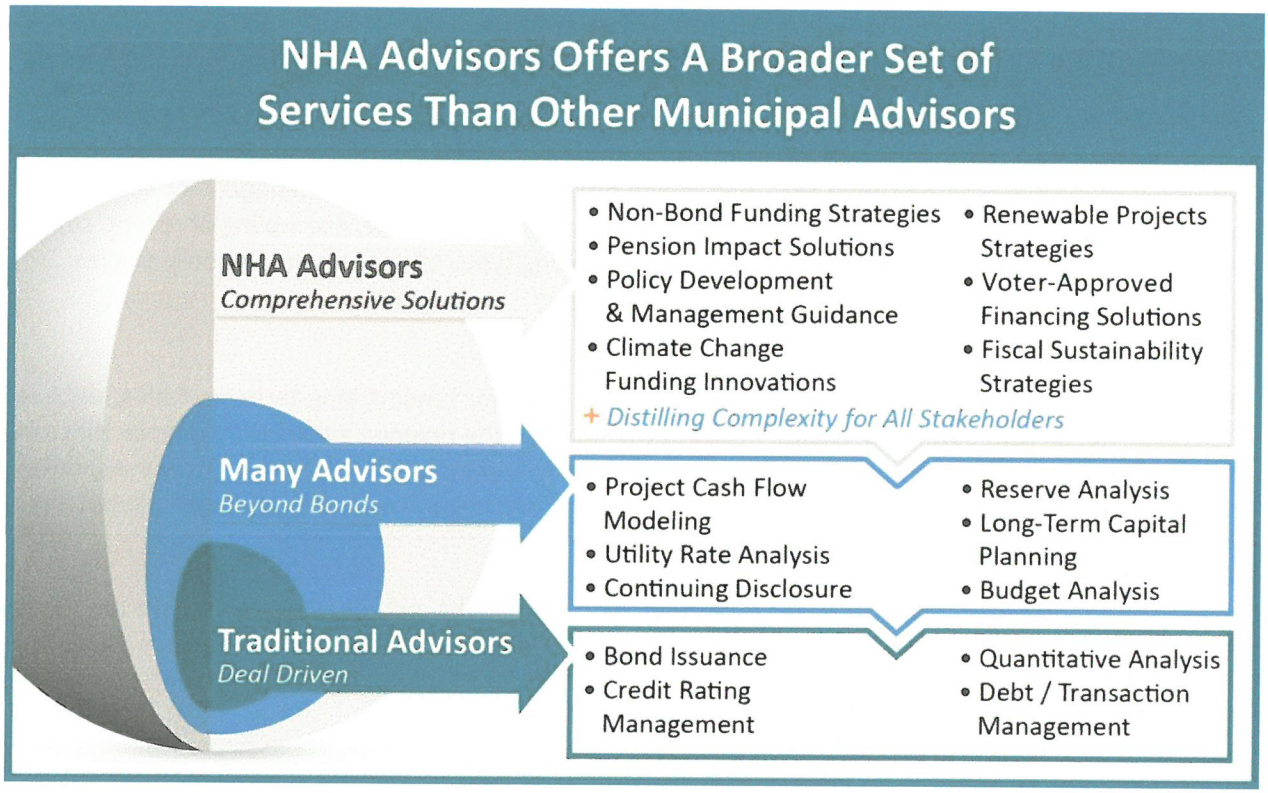
NHA is aware of financial consultants using a retainer compensation method. While this approach may make sense or be required for other types of professional services or firms (i.e. legal), NHA believes that the Task 1 (hourly, on call, pay for what you use) and Task 2 (execute as directed by client for a fixed fee based upon an agreed upon outcome and expected level of consultant/advisor time commitment) is the best approach. For the reasons stated throughout this proposal with respect to our fiduciary-first approach, NHA feels strongly that the compensation terms must align towards putting the client's interest first.

APPENDIX A: NHA'S COMMITMENT TO DELIVER THE HIGHEST QUALITY IDEAS, ADVICE AND EXECUTION SERVICES UPON A WIDE-RANGING SET OF POTENTIAL NEEDS

NHA'S COMMITMENT TO DELIVER THE HIGHEST QUALITY IDEAS, ADVICE AND EXECUTION SERVICES UPON A WIDE-RANGING SET OF POTENTIAL NEEDS

Section 1: NHA Advisors, LLC

NHA provides California public agencies a full range of financial consulting and municipal advisory services. All projects start out as objective non-bond engagements to develop the best funding solution. Our "consulting" practice takes into consideration policy issues, financial constraints, taxpayer effects and overall community impact prior to any recommendation on whether a funding strategy or financing solution is appropriate. NHA's expertise includes a full range of qualifications to meet the City's (the "City") needs, from assessment and community facilities district formation, developer and other stakeholder negotiations, financial fitness forecasting, CalPERS projections and re-structuring analysis, utility rate studies and 218 process oversight, public policy and political consulting, and continuing disclosure oversight. Since 2010, NHA has completed over 190 successful non-bond projects.



Section 2: Objectives of the City and Consultant

From time to time, the City requires expert, professional services related to financial review and analysis of various aspects of its operations and capital structure. Additionally, periodically, the City requires municipal advisory services with respect to ideas, advice and execution regarding financing of City projects and refinancing of existing City debt obligations. The City desires NHA Advisors, LLC ("Consultant") to provide such services.

Consultant shall provide a high level of customer service to the City. This objective shall be accomplished through a consistent responsiveness, by all members of Consultant's team, to City communications, consistent efforts to

secure data and information on behalf of the City, and consistent and diligent execution upon all tasks and assignments given to Consultant by the City.

Section 3: Scope of Services

Consultant will serve in the capacity of Independent Registered Municipal Advisor, Financial Consultant and Municipal Advisor to the City. Consultant will work with City staff and other parties to develop funding strategies, options for project finance and other general advice as needed by City staff.

Independent Registered Municipal Advisor

If acting in the capacity of an Independent Registered Municipal Advisor ("IRMA") with regard to the IRMA exemption of the SEC Rule, Consultant will review all third-party recommendations with respect to municipal financing securities and/or loans submitted to Consultant in writing by the City. Consultant shall not be responsible in an IRMA capacity, without prior written receipt of such third-party recommendations and/or proposals.

Financial Consulting

Consultant may apply, upon the City's request, its expert research, data collection, analytics, project management and communication (written/verbal/public presentations) skills to deliver information and results that the City requires. Certain assignments, if they relate in any way to outstanding publicly offered municipal debt, may also be considered municipal advisory work (e.g. continuing disclosure, credit rating management consulting, etc.); however, this work may also fall under consulting if no transaction is imminent. A sampling of recent, successfully delivered assignments include, but is not limited to, the following types of projects and/or deliverables:

General Financial Consulting Assistance

Assisting the City with development of strategic financial plans for funding long-term operating, debt service, and capital needs (evaluating the capital needs of the City and the revenue available to finance those needs). This shall include, upon request of the City, collecting data from the City and external sources, developing financial models and presentation materials as required to educate internal and external stakeholders of the City.

Review the City's existing indebtedness (including short-term debt, private loans), evaluate for refinancing opportunities. Respond to ad-hoc inquiries from the City as to options for financing.

Financial Risk or Fiscal Sustainability Assessment

Long-term financial forecast modeling with specific focus upon threats and opportunities currently or potentially present that can substantially impact the City ability to carry-out its core functions.

CalPERS Review & Forecasting

Provide data, research and advisory services with respect to the City's CalPERS retirement programs. Consultant is not an actuary and advises that for precision on certain assignments, that an actuary be retained; however, Consultant can provide financial modeling, education materials and reports and presentations to provide staff and elected officials (and other stakeholders) an unbiased, third-party discussion of the changes and their impacts which can be an essential element to proper planning and assisting in determining potential options going-forward.

City Utility Review & Forecasting

Provide data, research and advice on recent trends with respect to utility (i.e. water, storm, wastewater, etc.) finance and regulatory matters. Rate sufficiency or other limited consulting assignments are provided. NHA is not a rate consultant and advises a specialist in this field for those requirements.

"Extension of Staff" Services

Provide, upon request, certain "extension of staff" services such as assistance with request for proposals development and procurement of services such as rate, fee, and enterprise valuation studies.

Financial Policy Assistance

Make recommendations and provide implementation assistance upon public policy related to capital projects, reserve levels and allocation of funds.

Financial Modeling/Quantitative Analysis

Provide modeling and analysis as required to project financial impact on fund balances for capital projects, budget projections or other financial projects as requested by City staff.

Strategic Capital Planning

Review proposed development plans for public infrastructure requirement or other possible financeable components. Develop initial funding model and tax impact of potential bond financing.

"Green" Energy Projects

Provide data, research and advice on recent trends with respect to renewable energy finance, technology and regulatory matters. Develop funding options for energy projects (solar, battery storage). Review, evaluate, advise upon purchase or power purchase options. Develop PACE (property assessed clean energy) policy and program recommendations. Review, evaluate, advise upon proposals presented to the City by contractors and vendors.

Public-Private Partnerships (P3)

Work with City staff to identify viable projects for P3 development approach. Provide strategic recommendation on P3 policies. Assist in or Manage RFP for P3 partners. Review, evaluate, advise upon proposals (solicited and unsolicited) from P3 entities. Provide comparative analysis for P3 to City-funded solution for projects.

New Development Finance

Review proposed development plans for public infrastructure requirement or other possible financeable components. Develop initial funding model and tax impact of potential bond financing. Work with City staff and property owner(s) to understand financial impact of project scoping on future property tax collections. Develop non-capital (services) funding vehicle if requested by the City. Work with City staff, consultants and property owner to develop funding agreement.

Consultant may also serve in lead or supporting role in development agreement negotiation with developer(s) / landowner(s) to secure the City's goals with respect to timing and nature of the projects to be funded through such means.

CFD / Assessment District Formation Project Management

Coordinate and lead all parties, on the City's behalf, to create the necessary policies, numerical underpinnings / allocations, legal documentation to form the type of district (CFD or Assessment) that can serve as the basis for a bond financing—or on-going maintenance/services revenue—to fund the public amenities, improvements and infrastructure.

Subsidized Loan / Grant Programs

Provide data, research, advice and, when requested, project management services with respect to securing State, Federal and other subsidized loans and grants.

Redevelopment/In-Fill Project Financing (Private or Public Projects)

Work with City staff to identify projects that require funding source. Evaluate options for funding capital project. Make recommendations for alternatives including identified existing funds, projected revenue generation from redevelopment of property and/or community-supported revenue measure analysis. Assist with outside expertise selection (if required). Present recommendations to the City Council or others as requested.

Voter Approved, Pre-Election Assistance

Provide data, research and project management assistance to develop the information necessary to craft a ballot question that can be successfully be put to the voters for the review and approval.

Credit Rating Management / Investor Outreach

Lead and/or provide assistance to develop presentation materials and strategic interactions with credit rating analysts, credit enhancers, banks and other credit market participants to enhance external view of the City's financial position.

Continuing Disclosure Design / Maintenance

Assist in appropriate disclosure for annual financial reporting (including additions to annual Comprehensive Annual Financial Report).

Municipal Advisory

Per SEC rules (and GFOA best practices), all advisory work conducted which relates in any way with existing, or contemplated issuance of new municipal securities shall be performed by a municipal advisor as defined by the SEC.

Bond Types

In the context of Consultant's scope of services in this Agreement, Consultant will assist with structuring of financings (or refinancings) for projects through the issuance of bonds, COPs, bank loans, lines of credit, and state and federal grant loan programs (or other feasible funding mechanisms), providing independent advice

that enables the City to finance projects on the most favorable terms, e.g., lowest interest rates, smallest issue size, and greatest flexibility and in compliance with City Council Policies.

Sources of Funds / Security

Such municipal transaction may be secured by a variety of funding sources such as, but not limited to, tax and revenue anticipation, bond issuance anticipation, grant receipt anticipation, general obligation property tax levy, lease revenue, installment sale agreement, redevelopment property tax trust fund revenue, special tax revenue, assessment revenue, water fund revenue, sewer revenue, parking revenue, storm drain fund revenue, sales tax revenue, solid waste fund revenue.

Methods of Debt Placement / Sale

Consultant shall provide research, advice and recommendations with respect to most optimal methods of debt placement including, private placement, public offering or securing alternative methods such as state/federal subsidized loans and grants, public-private partnering, social impact investments or performance-based funding sources.

Consultant will provide research, advice and recommendations, as well as coordinate all aspects of execution, with respect to proper method of sale including competitive bid, negotiated sale or some hybrid deemed as most advantageous to the City.

Transaction Management / Services

Consultant operates with the guiding principal that we will "do what it takes" to ensure that, once entrusted with the responsibility to execute a project and secure our clients' objectives, we will deploy our firm's talent and resources to make that happen. Consultant, acting in the municipal advisor role, will act as the project manager and be the City's "quarterback" to assemble and then constantly coordinate all members of the financing team to stay on track to efficiently and effectively complete the project. Consultant will monitor all aspects of a transaction including legal review, financial analyses, provide or lead efforts to draft staff reports and other memoranda, and generally either assemble the experts to complete tasks where needed or complete that task ourselves.

- Working with the underwriter and members of the City's financial team. Such tasks shall include independent analysis of all numerical analyses and recommendations.
- Working with disclosure counsel to prepare the draft Official Statement. Such work shall be assistance of data collection, review of same and review of draft official statements to ensure accuracy.
- Interacting with credit rating agencies and credit enhancement providers. Such work shall include coordinating all data collection, managing the construction of the credit presentation document and leading the development of the strategic approach to delivering presentation to credit rating agencies, enhancement providers and potential other users of credit materials.
- In a competitive sale, sending the Notice of Sale and Preliminary Official Statement to potential underwriters and investors.
- In a competitive sale, analyzing, confirming accuracy and making recommendation on underwriting bids.
- In a negotiated sale, providing a "pricing opinion" to the City.

- Identifying appropriate investments for bond proceeds.
- Identifying and facilitating refinancing and refunding of bond issuances including the following tasks:
    - Monitoring the feasibility and opportunities to refinance and restructure the City's existing debt to reduce costs to meet its financial objectives.
    - Providing as-needed financial advice regarding market conditions and trends, financial products, credit and credit analysis, third party alternative financing.
- Presenting information to rating agencies on behalf of the City as needed.
- When required, preparing, analyzing, summarizing and making recommendations upon Requests for Proposals (RFPS) for additional services needed to facilitate a bond refinancing, call or issuance.
- Attend meetings of the City and its staff on an as-needed basis. Make presentations to City Council or subcommittees of the City Council.
- Coordinating and participating in all aspects of the bond issuance process, from creating and maintaining a schedule, assisting with the preparation of staff reports and resolutions, conducting independent analysis of financing alternatives, reviewing all aspects of negotiated pricings, monitoring performance of underwriting teams, to post-issuance analysis and all tasks during the process.
    - Upon request, Consultant shall create, maintain and manage all aspects of related projects to a bond issuance. For example, with respect to a Community Facilities District bond financing, Consultant shall prepare and coordinate all parties as to specific tasks relating to formation and due diligence activities related to that bond issuance.
- Coordinate the timing and process of the bond issuance with bond counsel and other participants.
- Managing such matters as bond registration, printing, investment of proceeds and other matters related to the settlement and delivery of bonds and notes.
- Assisting with negotiating financing Agreements with private landowners, developers and their representatives. This assistance shall include, when related to formation of, and financing through a CFD, review of, and understanding of the City's needs with respect to numerous CFD policy questions such as inflators, financing impact fees, tax levy duration, required annual services component, back-up levies for HOA's, total combined tax levy limitations, sequencing of CFD financing public improvements vs. developer construction schedule, vacant land tax terms, and other considerations.
- Providing other financial services as requested, including:
    - Provide data, research and advice with respect to continuing disclosure matters.
    - Provide Post-Closing Report on all transactions that shall supplement Bond Counsel's Transcript. Such Report shall include relevant aspects of the transaction that are not necessarily found within the Transcript, but which are useful to have as a supplemental record, in consolidated form, within the Finance Department's files. Such Report, may, but not be limited to contain relevant staff reports, RFP/Q and recommendations, other supporting memoranda, credit presentations, underwriter bond pricing materials and due diligence record.

Consultant takes a hands-on approach to the planning portion of every project and has developed an internal process that applies the talents of each Consultant member to each step in the financing process. Consultant strives to deliver a level of service that far exceeds what the City has envisioned. The "Bottom Line:" Consultant

will go above and beyond the scope provided in a typical municipal advisory role to ensure that the City secures its goals and objectives.

Post-Transaction / Other MA Services

Consultant shall provide other services as requested and required in its role as municipal advisor to the City. Such services may include transaction related research, advice and execution upon tasks related to continuing disclosure, credit rating maintenance, use of bond proceeds, arbitrage / rebate calculation and compliance, compliance with other bond covenants, and investor relations.

APPENDIX B: EXAMPLE CREDIT PRESENTATIONS

Credit Rating Presentation

City of Chula Vista

2021 Taxable Pension Obligation Bonds

January 11, 2021

CITY OF CHULA VISTA

1023

Table of Contents

I. Executive Summary

II. City Overview and Demographic Information

III. Strategic Management and Development of City

IV. General Fund Financial Information

V. Pension Cost Management and POB Strategy

VI. 2021 POBs

VII. Conclusion

Presentation Team

City of Chula Vista

Issuer

Maria Kachadoorian
City Manager

Kelley Bacon
Deputy City Manager

Eric Crockett
Deputy City Manager

David Bilby
Director of Finance / Treasurer

Tiffany Allen
Director of Development Services

Patricia Macias
Management Analyst

NHA Advisors

Municipal Advisor

Eric Scriven
Principal

Mike Meyer
Vice President

Roy Kim
Analyst

Stifel, Nicolaus & Co.

Underwriter

Sara Oberlies Brown
Managing Director

Jordan Keny-Guyer
Associate

Stradling Yocca Carlson & Rauth

Bond & Disclosure Counsel

Brian Forbath
Shareholder

Jonathan Guz
Associate

EXECUTIVE SUMMARY

Executive Summary

- City of Chula Vista will issue approximately $350 million of POBs to fund 100% of its Unfunded Accrued Liability ("UAL") with CalPERS (as of June 30, 2021)
  - Enhanced payment affordability/smoothing with no maturity extension (FY 2045)
  - >$175M of cash flow savings through first 15 years; $120M total PV savings (34% of par)*

Credit Highlights

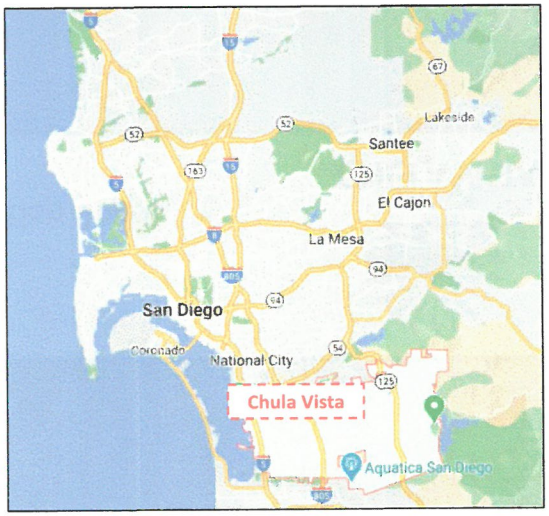
- Proactive management team, supportive/disciplined City Council, conservative budgeting and embedded / robust financial policies facilitate exceptionally strong & resilient financial position
  - Uncommitted/emergency reserves have grown from $11.8M to over $35M (2020) since 2008
  - Swift COVID-19 response focused on assisting small businesses with relatively minimal financial impact to General Fund
- Continued robust economic growth and development; facilitated by City's two-decade old, forward-thinking philosophy on economic prospects and strategic accumulation of land
  - Bayfront, University District, Olympic Training Center, Downtown Revitalization
- New sales tax measures in place expected to deliver ≈>$40M annually
  - Measure P: Infrastructure; Measure A: Public Safety; Measure Q (Cannabis): General Services
- Low General Fund debt load (LRB/COPs < 2% of budget) and NO CIP needs from General Fund
- 2021 POB part of thoughtful and strategic approach to long term sustainability
  - New comprehensive Reserve and Pension Funding Policies ensure continued and enhanced funding of Operating, Economic Contingency, Section 115 (OPEB/Pension) and POB Bond Call Reserves
  - POB actuarially stress tested with downside scenarios modeled for conservative planning

** Estimated.*

CITY OVERVIEW AND DEMOGRAPHIC INFORMATION

City Overview

- Population: 272,202
  - Second largest city in San Diego metropolitan area
- Incorporated in 1911
  - Charter city
  - Council-Manager government
- Full-service city
  - Approximately 1,151 full time employees
- 8 miles south of downtown San Diego
- One of most culturally diverse zones in the country
- Growth and development focused atmosphere
  - Bayfront development one of largest waterfront planning efforts in the U.S.

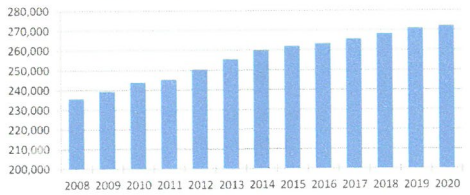


Strong City Demographics

The City serves a growing & diverse population base in the strong San Diego regional economy

Chula Vista Population

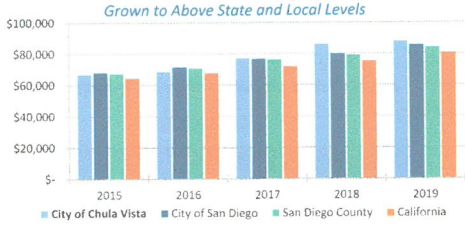
1.3% Average Annual Growth Since 2008



Source: City of Chula Vista

Median Household Income

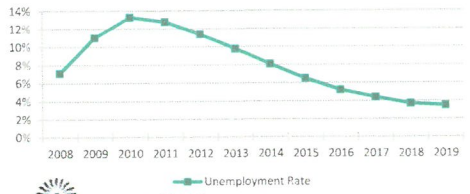
Grown to Above State and Local Levels



Source: US Census Bureau, American Community Survey Table S1901

Chula Vista Employment Trends

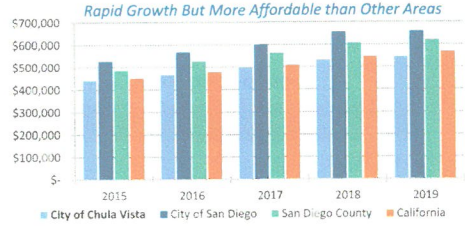
Down to < 4% Pre-Pandemic



Source: City of Chula Vista

Median Housing Prices

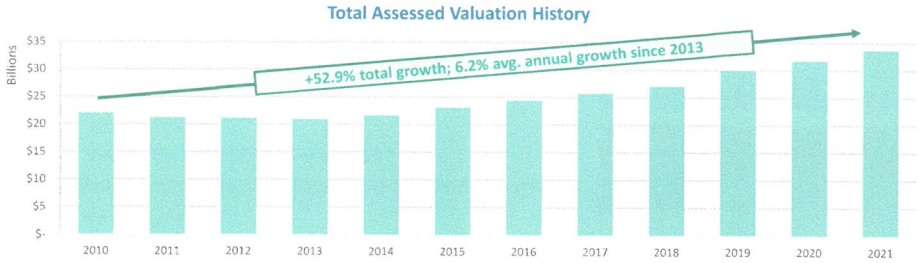
Rapid Growth But More Affordable than Other Areas



Source: US Census Bureau, American Community Survey Table DP04

Strong and Growing Property Tax Base

The City has grown its property tax base while supporting more affordable housing



- **FY 2021 taxable assessed valuation: $33.8B**
  - **Strong historical AV growth**: compound annual average growth of 6.2% since 2013
  - **Low AV concentration**: top 10 property taxpayers account for 4.5% of total AV
- New and existing home prices in the City continue to rise but remain more affordable than most San Diego County cities
  - City's median house price approximately 12% lower than County's (2019)[1]

[1] US Census Bureau, American Community Survey Table DP04

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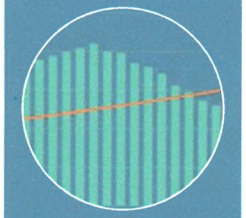
STRATEGIC MANAGEMENT AND DEVELOPMENT OF CITY

Chula Vista's Management Culture

Planning for the Future & Seeking out Opportunities

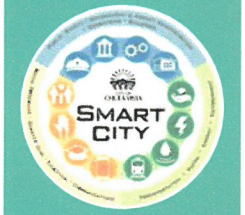
Focus on Economic Development (1990's – 2020)

- Strategic land accumulation and developer negotiations
- Bayfront, University, Otay Ranch, Millennia, Olympic, Downtown



Focus on Fiscal Sustainability (2008 – 2020)

- Long Term Modeling & Conservative Budgeting (2008 – 2020)
- Robust Financial Policies
- New Pension Funding Policy



Smart City Developments (2013 – 2020)

- Concept developed over last 7 years
- Funded through Measure P
- Efficient transition to virtual CV-19 work

New Revenue Initiatives (2016 - 2018)

- Measure P - 2016
- Measure A - 2018
- Cannabis Tax - 2018

Robust and Sound Financial Policies & Practices

Debt Management Policy

- Ensures issuance and administration of City debt in compliance with State laws and City Charter.
- Aligns with the City's strategic goals, including providing transparency of the City's debt practices

Comprehensive Reserve Policy

- Operating Reserve
- Economic Contingency
- Catastrophic Emergency
- 115 Trust (Pension & OPEB)
- POB Bond Call Fund

Investment Policy/Quarterly Reports

- Finance Department updates the City Council, management and public through quarterly investment reports

Citywide Cost Recovery Policy

- Provides guidelines for fee setting in consideration of costs of service
- Fees periodically reviewed to keep pace with cost-of-living changes and levels of service delivery

Quarterly Fiscal Status Reports

- Finance Department updates the City Council, management and public through monthly and quarterly investment and debt reports

Asset Management Program

- Provides foundation for development of fiscally sustainable infrastructure management strategy
- City manages highly sustainable asset management program

10-Year Dynamic Forecasting Tool

- After 2008 Recession, City began to actively use forecasting tool to develop more dynamic modeling for planning and budgeting purposes
- Conservative Cannabis, PERS & Development assumptions

Capital Improvement Program

- City adopts annual Capital Improvement Program budget
- Projects >$20,000 and useful life of > 10 years; identifies projects, funding source and effect of the plan on key financial variables

All policies and reports can be accessed here: https://nha.egnyte.com/fl/oyvGISzJET

Economic Development

- Historic low vacancy rates:
  - Office 7.4%
  - Retail 4%
  - Industrial 4%
- Bright future:
  - 535 Acre Bayfront Redevelopment Project
    - Hotels, Residential, Commercial
  - Revitalization of Western Chula Vista
    - New residential, industrial and commercial tenants
  - Eastern Chula Vista
    - New housing, retail, commercial, office and University development

Economic Development
$1.3B Chula Vista Bayfront Development

- Transformational project by the City and Port of San Diego to develop underutilized landscape into a 535-acre thriving residential and world-class waterfront resort destination
  - Unanimous approval of Chula Vista Bayfront Master Plan by the California Coastal Commission in August 2012
  - Aims to create 20,000 permanent jobs, new public parks, protect natural coastal resources and provide conference and visitor-serving amenities
  - Result of a decade-long planning effort by a broad coalition of stakeholders, the Port of San Diego, the City, and Pacifica Companies
  - Projects for $1.3B of regional economic benefit over the project's first 20 years
- Chula Vista Bayfront Master Plan
  - 100 acres of parks, including 70 acres for new parks
  - 120 acres of open space, habitat replacement, wetlands and ecological buffers to protect wildlife habit and other coastal resources
  - Shoreline promenade, walking trails and bicycle path network
  - 2,850 total hotel rooms; 1,100 – 3,000 space parking facility
  - 600,000 sq. ft. of restaurant retail and marina-support uses
  - 220,000 sq. ft of mixed-use commercial recreation/marine-related office uses

Economic Development
$1.3B Chula Vista Bayfront Development

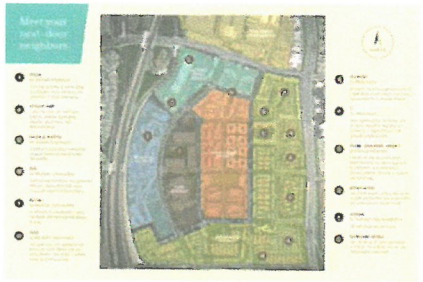
- Master Plan is being implemented in four major phases over a 24-year period
  - **Phase One**: development of the Gaylord Pacific resort conference center, the Costa Vista RV Park, the creation of 50 acres of public parks and open space, the restoration of 40 acres of habitat areas, and the construction of a new fire station and mixed-use residential development
- Costa Vista RV Park
  - 197 RV stalls
  - 49 park units
- Gaylord Pacific Resort Hotel And Conference Center
  - Anticipate closing escrow Q1/Q2 2021
  - 36.5-acre site
  - 1,600 hotel rooms
  - 275,000 square foot conference center
  - 1,600 space parking structure

Economic Development
Third Avenue/Western Chula Vista Revitalization

- The City and Third Avenue Village Association (TAVA) have made $20m in infrastructure improvements that have resulted in:
  - Lease rates tripled since 2017
  - Property values doubling due to increase in lease rates
  - More then 30+ new businesses have opened in the District since 2017.
- Western Chula Vista
  - Over 500 new residential units in 3 years with another 500 under design and development
  - 410,000 sq. ft. of new industrial under development
  - New automobile point under design and development

Economic Development
Otay Ranch

- Eastern Urban Center (Millenia development):
  - 3,000 new residential units
  - 3m square feet of new commercial development including retail and office.
  - Building permits issued for new 316,000 sq. ft. Class A Office complex
- Village 2 and 3
  - 470,000 sq. ft. of new industrial developments

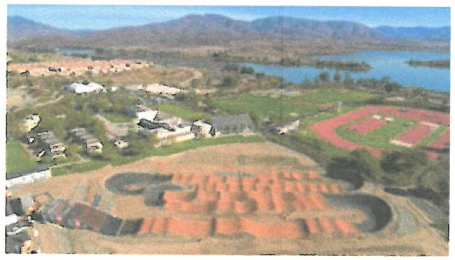


Economic Development
University & Innovation District Development

- 375-acre urban, walkable higher education campus development
  - Capacity: 20,000 students
  - 10 million sq. ft.
    - 4 million for academic
    - 4 million for housing
    - 2 High Technology Tenants
- Negotiating Master Development Agreement
- Preparing recruitment plan to attract a unique mix of academic and business partner institutions

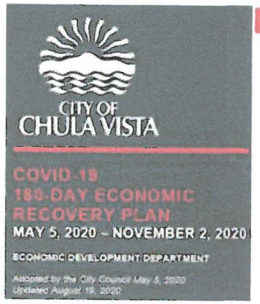
Economic Development
USA Elite Athlete Training Center

- Training site for U.S. Olympics and Paralympics
  - 155-acre facility
- Ownership transferred to the City from the U.S. Olympic Committee in 2017
- Additional uses:
  - International, collegiate and development tournaments and camps
  - Corporate conference training events

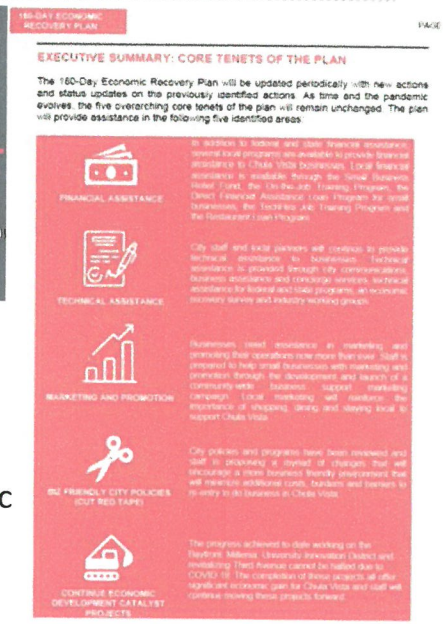


COVID-19 Response
180-Day Economic Recovery Plan (May 2020)

- City approved the 180-day Economic Recovery Plan on May 5, 2020



- Focused on providing financial, technical and policy support to small businesses
- Continued progress on economic growth catalyst projects



New Revenue Initiatives

Measure P Sales Tax (2016)

- 10-year, ½ cent sales tax approved in Nov. 2016 to fund high priority infrastructure ($20M collected in 2020)
- Collection began April 2017
- Initially projected to raise $178 million for City infrastructure projects
  - City addressed 60-70% of deferred maintenance with Measure P and related bond issuances
  - Over $20M of Measure P funds used to pave 23 miles of streets
- Measure P revenues spent in accordance with City's *Infrastructure, Facilities and Equipment Expenditure Plan*

Measure A Sales Tax (2018)

- ½ cent sales tax approved in June 2018 to fund public safety staffing and services
- Collection began October 2018
- $20M collected in 2020
- No sunset

Measure Q Cannabis Business Tax (2018)

- Approved in November 2018
- Imposes business license tax of 5-15% on cannabis business sales and $5-25 per sq. ft on space dedicated to cannabis cultivation
- Cannabis revenues are conservatively expected to grow from $1 million in FY 2022 to over $5 million by FY 2024

MANAGEMENT, BUDGET AND OPERATIONS

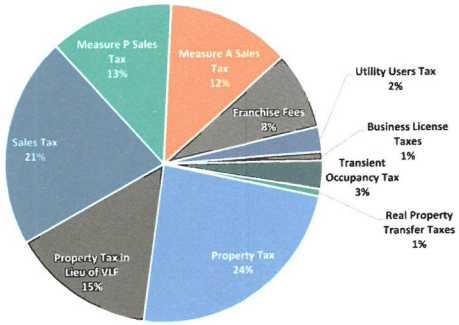
COVID-19

Financial Impacts and Operational Strategy

- City's long-term planning and conservative budget management practices enabled financial resiliency during the height of the COVID-19 pandemic
  - City revenues were among the least impacted in San Diego region (approximate 2% decline during FY 2020)
  - City was well equipped to transition to a remote-working environment
- Impacted revenues largely tied to scalable expenditures (e.g., parks and recreation, etc.)
  - Affected City employees were able to be repurposed to assist other divisions and services
- Strong financial position allowed City to allocate a significant majority of its CARES Act distribution ($8M) towards community assistance
- City experienced no material impacts to property tax revenues
- Bradley-Burns sales tax receipts declined only 5% YoY in FY 2020

General Fund Tax Revenues by Source (2020)

- Combined property tax revenues represent 39% of General Fund revenues
  - 25.5% growth since 2016
- Bradley-Burns sales tax revenue represents 21% of total revenues (excluding Measure A and P sales tax revenue)
  - 42% growth from 2016 – 2019; 5% reduction from 2019 to 2020
- Inclusive of Measure's A and P, total sales tax revenue is $75 million (47% of total revenue)



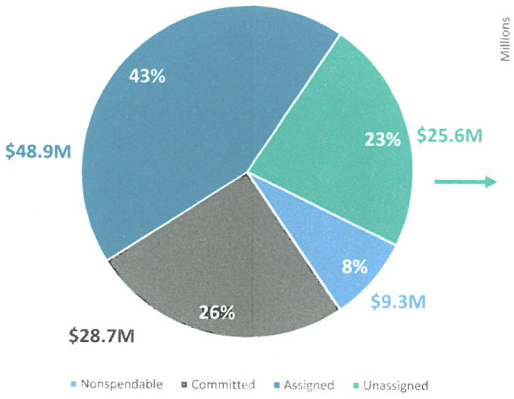
	FY 2016	FY 2017	FY 2018	FY 2019	Unaudited FY 2020	Budgeted FY 2021
Property Tax	$30,220,180	$32,513,443	$35,451,464	$ 37,617,612	$ 38,167,136	$37,544,258
Property Tax in Lieu of VLF	18,934,656	19,965,909	21,061,385	22,224,361	23,558,103	23,591,939
Sales Tax*	25,333,825	31,817,951	31,897,329	35,974,171	34,181,902	35,927,684
Measure P Sales Tax	--	3,906,919	18,161,109	20,016,492	20,253,786	20,020,000
Measure A Sales Tax	--	--	--	14,088,106	20,189,564	20,020,000
Franchise Fees	11,709,977	11,515,851	11,750,192	12,121,018	12,619,252	12,404,935
Utility Users Tax	5,844,248	5,786,326	5,563,291	4,882,704	4,064,893	5,233,423
Business License Taxes	1,538,595	1,558,888	1,532,647	1,478,894	1,437,501	1,755,339
Transient Occupancy Tax	3,827,244	3,650,442	4,104,886	4,298,261	4,522,127	4,926,832
Real Property Transfer Taxes	1,357,573	1,057,611	1,340,086	1,385,614	1,183,539	1,300,000
TOTAL	**$98,766,298**	**$111,773,340**	**$130,862,389**	**$154,087,233**	**$160,177,803**	**$162,724,410**

** Sales Tax data for FY 2016-2020 provided by HdL Companies.*

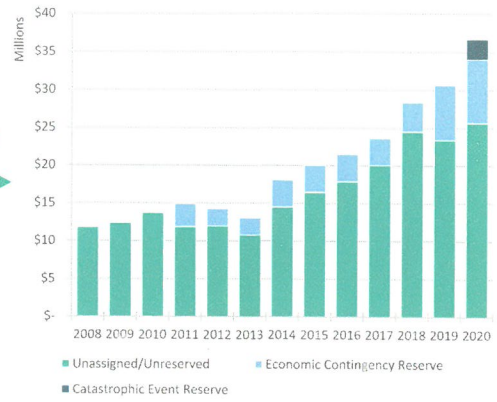
General Fund Reserves – Fund Balance History

Unassigned balances have grown to $25.6M and comprise 23% of total General Fund balance

General Fund Balance Breakdown (2020)



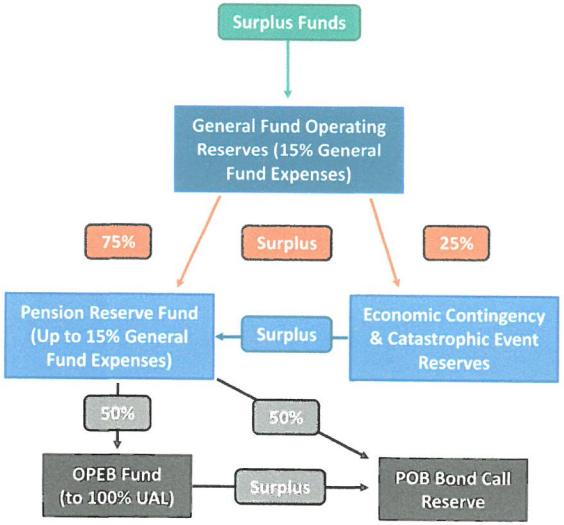
General Fund Unassigned & Contingency Reserves



New Operating Reserve Policy

Approved November 2020

- Comprehensive Reserve Policy revised and adopted in November of 2020
- Provides funding mechanism and flow of funds priority for 6 distinct reserves / funds
- As projected on slide 33, the 2021 POBs are expected to generate funding to meet all reserve targets within 4 years and then rapidly build the PRF and Bond Call Funds
  - Can be used to address future pension/OPEB UAL and/or redeem 2021 POBs starting in 10 years



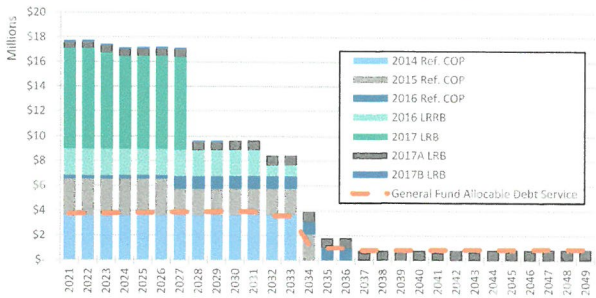
1029

General Fund Debt Profile

Low Debt Load and Quickly Amortizing Principal

- City's General Fund lease obligations are highly manageable
  - Currently, only 21% of lease debt is directly supported by the General Fund
  - Front-loaded debt payment structure retires 78% of outstanding par ($101M) by 2033
- General Fund allocable portion of annual lease payments are currently only $3.7M (<2% of operating budget)
- Majority of LRB/COP debt payments supported by:
  - Public facilities development impact fees & residential construction taxes
    - Additional reserves set aside for each bond issue
  - 2017AB LRB paid for through utility savings produced by project

Chula Vista General Fund Debt Obligations (FY)



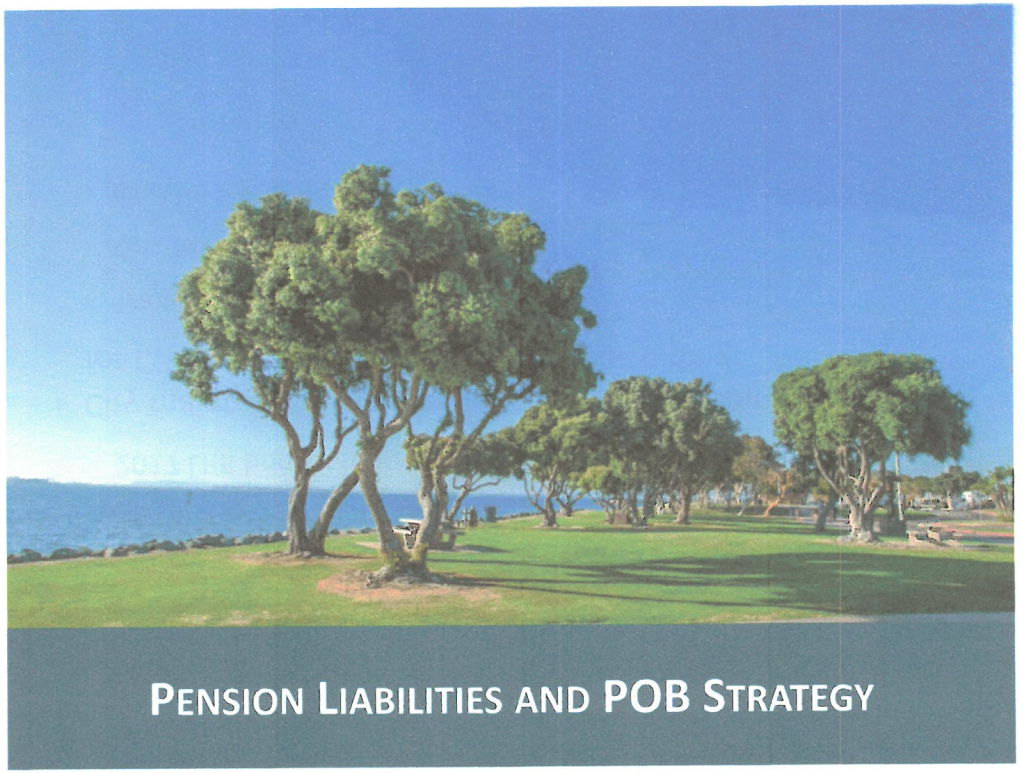
Series	Outstanding Par	Approximate General Fund Contribution	Final Maturity (FY)
2014 Refunding COP	$35,735,000.00	56%	2032
2015 Refunding COP	6,775,000.00	13%	2034
2016 Refunding COP	8,600,000.00	20%	2036
2016 Refunding LRB	20,430,000.00	28%	2033
2017 LRB	44,870,000.00	0%	2027
2017A LRB (CREB)	12,045,000.00	100%	2049
2017B LRB	875,000.00	100%	2029
Total	$129,330,000.00		

Capital Improvement Program Has Been Addressed

- **City does not anticipate any significant future CIP projects to be funded through General Fund revenues**
  - City funded 60-70% of past deferred maintenance through 2017 LRB bond issuance
- City maintains diversified (and growing) funding sources for CIP projects (primarily streets), including:
  - Transportation Sales Tax
  - Gas Tax
  - Measure P Sales Tax

Proactive Approach to Labor Negotiations
Minimal OPEB UAL

- City began efforts to stabilize post-retirement costs in 2011
  - Tier 2 pension created (employees pay 50% of normal cost) prior to PEPRA for non-safety
  - City entered into an agreement with various bargaining groups to eliminate subsidized retiree health care rates for CalPERS Second Tier employees
- Current OPEB Liability: $25 million
  - Portion of savings from POB to be allocated into OPEB reserve fund per new Operating Reserve Policy
    - Projected to be fully funded by FY 2028

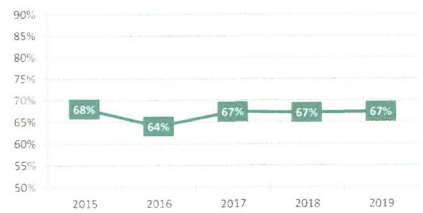


Funded Status of CalPERS Pension Plans

Miscellaneous Plan: $189.9M UAL*

Accrued Liability vs. Market Value of Assets

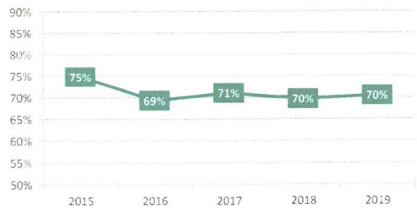
Funded Ratio



Safety Plan: $166.7M UAL*

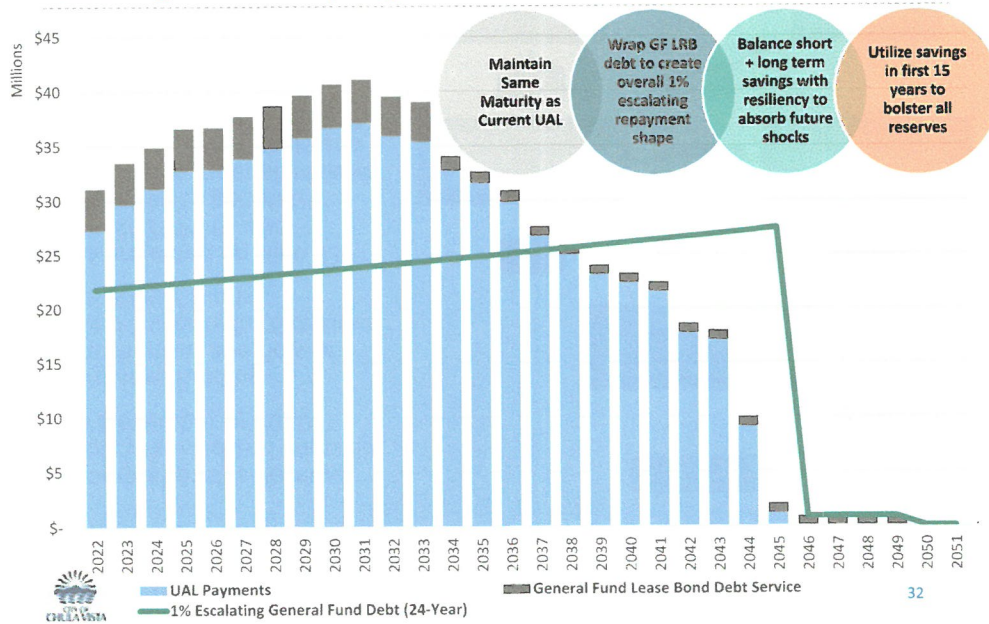
Accrued Liability vs. Market Value of Assets

Funded Ratio



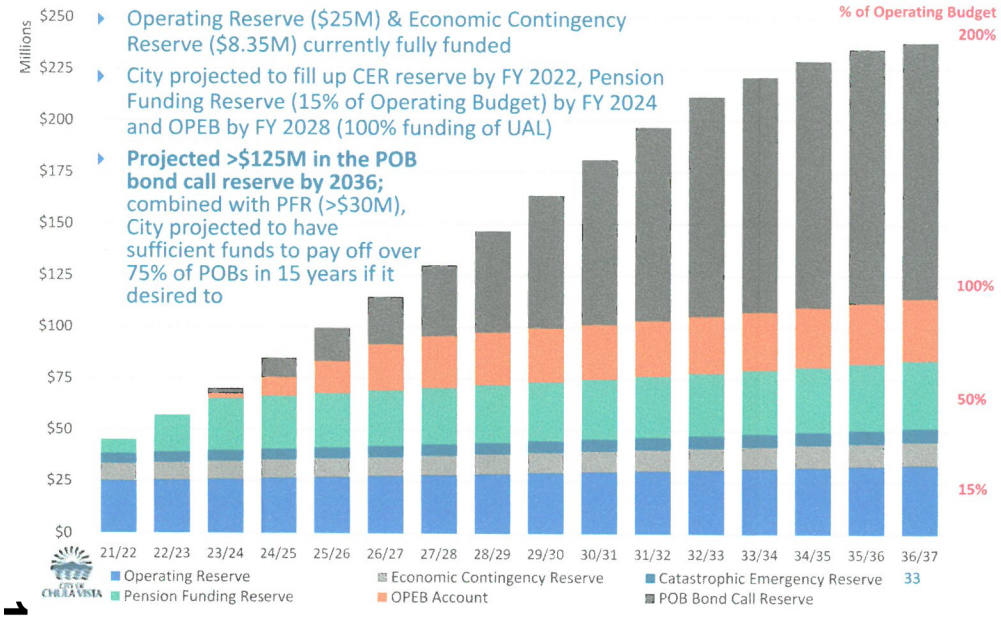
Source: CalPERS Annual Valuation Reports (2015-2019)
** UAL projected for June 30, 2021 based on June 30, 2019 valuation*

2021 POB as a Fiscal Sustainability Tool
Strategic Re-Shaping of General Fund Debt



Policy Driven Leveraging of POB Savings

6% CalPERS Returns Per City Planning Assumptions



- Operating Reserve ($25M) & Economic Contingency Reserve ($8.35M) currently fully funded
- City projected to fill up CER reserve by FY 2022, Pension Funding Reserve (15% of Operating Budget) by FY 2024 and OPEB by FY 2028 (100% funding of UAL)
- **Projected >$125M in the POB bond call reserve by 2036;** combined with PFR (>$30M), City projected to have sufficient funds to pay off over 75% of POBs in 15 years if it desired to

1031

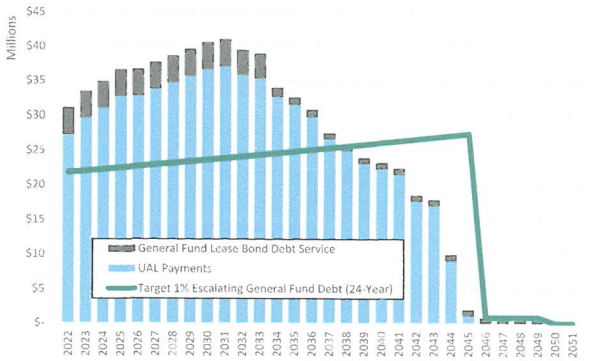
2021 POBs – Security Features

Purpose	(1) Pay off 100% of City's current CalPERS UAL for Miscellaneous and Safety Plans (2) Pay Costs of Issuance
Security	(1) Issued under 2020 Trust Agreement (2) Absolute and unconditional obligation of the City (3) Secured by validated pledge of "all available funds"
Debt Service Reserve Fund	N/A
Par Amount	$349,095,000
Payment Dates	6/1 and 12/1 principal and interest; 6/1 principal First interest payment date 12/1/2021

Estimated Sources and Uses of Funds

Sources & Uses	
Sources:	
Par Amount	349,095,000
Total Sources:	**349,095,000**
Uses:	
Total UAL Payoff	347,843,885
Costs of Issuance	1,251,115
Total Uses:	**349,095,000**
All-in-TIC	**3.34%**
Average Life - Bonds	**15.7 years**

Total UAL Payments & Debt Service ($ in millions)



$198M of savings projected through FY 2037

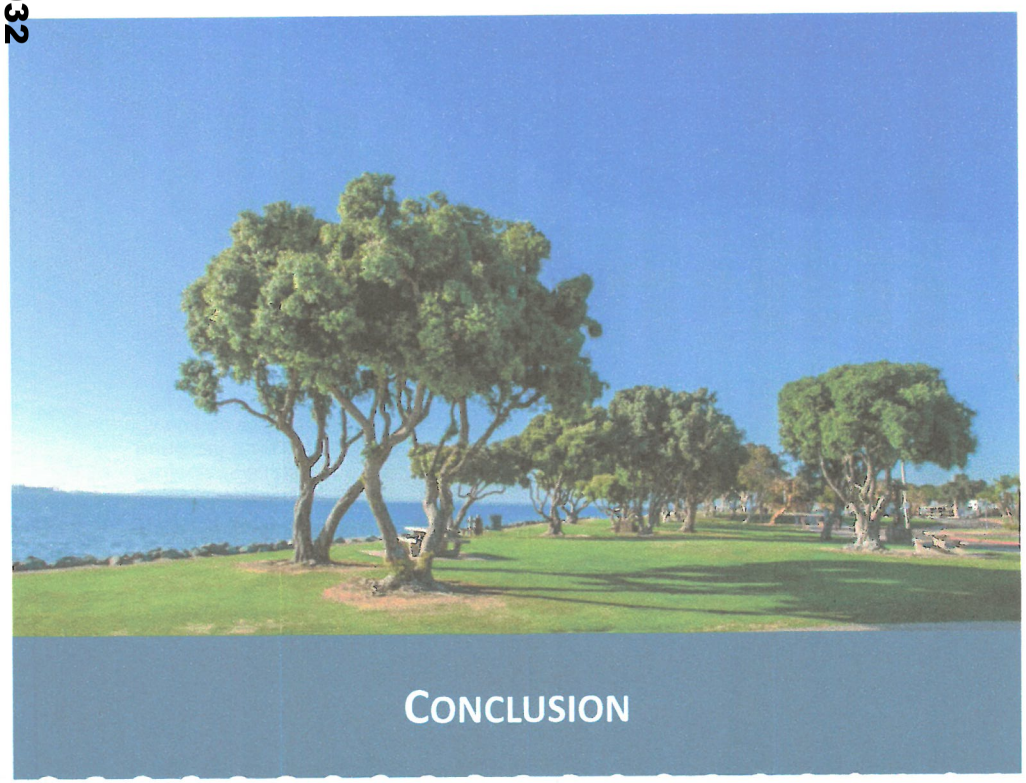
- Debt service structured to wrap around General Fund portion of LRB/COP debt service, with aggregate payments growing at 1% annually (shown in green line)

Note: Figures shown are preliminary estimates. Assumes CalPERS earns 7.0% returns annually.

Projected Annual Savings

1% Escalating General Fund Debt (24-Year)			(A + B)		(B + D)	(C - E)	
	A	B	C	D	E	F	G
FY	Current UAL Payments	General Fund Debt Service	Current General Fund Debt Payments	Estimated POB Debt Service	New General Fund Debt Payments	Estimated Savings	Estimated PV Savings
2022	27,337,355	3,760,059	31,097,414	18,063,290	21,823,348	9,274,065	8,975,066
2023	29,714,089	3,770,922	33,485,011	18,268,246	22,039,168	11,445,843	10,719,703
2024	31,127,859	3,785,100	34,912,959	18,475,055	22,260,155	12,652,804	11,468,041
2025	32,803,495	3,817,523	36,621,018	18,667,709	22,485,232	14,135,786	12,399,092
2026	32,891,059	3,830,561	36,721,620	18,878,313	22,708,874	14,012,746	11,894,896
2027	33,879,453	3,874,431	37,753,884	19,057,932	22,932,363	14,821,521	12,175,805
2028	34,802,545	3,888,070	38,690,615	19,275,209	23,163,279	15,527,336	12,344,382
2029	35,751,021	3,897,278	39,648,299	19,500,354	23,397,632	16,250,667	12,502,909
2030	36,725,584	3,916,808	40,642,392	19,713,121	23,629,929	17,012,463	12,667,023
2031	37,137,472	3,927,753	41,065,225	19,940,091	23,867,845	17,197,381	12,391,878
2032	35,934,957	3,586,388	39,521,345	20,519,144	24,105,533	15,415,813	10,750,007
2033	35,408,608	3,593,928	39,002,536	20,754,000	24,347,929	14,654,608	9,889,720
2034	32,746,181	1,305,405	34,051,586	23,281,738	24,587,143	9,464,443	6,181,194
2035	31,630,629	1,008,446	32,639,075	23,828,094	24,836,540	7,802,535	4,931,516
2036	29,882,041	1,017,507	30,899,548	24,064,597	25,082,104	5,817,445	3,558,316
2037	26,740,478	817,168	27,557,646	24,517,590	25,334,758	2,222,888	1,315,822
2038	25,008,166	822,988	25,831,154	24,765,605	25,588,593	242,561	138,953
2039	23,160,588	827,815	23,988,403	25,017,891	25,845,706	(1,857,303)	(1,029,669)
2040	22,385,088	836,274	23,221,362	25,268,213	26,104,487	(2,883,125)	(1,546,841)
2041	21,573,056	843,250	22,416,306	25,520,511	26,363,761	(3,947,455)	(2,049,589)
2042	17,706,001	849,004	18,555,005	25,778,548	26,627,552	(8,072,547)	(4,056,278)
2043	17,078,475	857,788	17,936,263	26,033,612	26,891,400	(8,955,137)	(4,354,686)
2044	9,124,783	864,466	9,989,249	26,294,995	27,159,461	(17,170,212)	(8,080,305)
2045	1,183,851	869,648	2,053,499	26,566,063	27,435,711	(25,382,212)	(11,559,767)
2046	0	878,227	878,227	0	878,227	0	0
2047	0	885,096	885,096	0	885,096	0	0
2048	0	890,254	890,254	0	890,254	0	0
2049	0	893,703	893,703	0	893,703	0	0
Total	661,732,834	60,115,862	721,848,696	532,049,921	592,165,782	129,682,913	121,627,187

Note: Figures shown are preliminary estimates. Assumes CalPERS earns 7.0% returns annually.



Comprehensive Actuarial Stress Testing

- City has addressed POB re-investment risk through comprehensive stress testing analysis
- Structure provides significant resiliency to absorb future potential CalPERS underperformance
  - Generates savings under extremely conservative assumptions
  - Savings, per policy, will be strategically deployed to increase future financial flexibility

Status Quo (CalPERS earns 7%)	• **$120 Million** PV Savings (34% of Refunded UAL)
Monte Carlo Simulation Analysis (1,000 potential outcomes)	• **$99 Million** Expected PV Savings (28% of Refunded UAL)*
Long-Term Underperformance: 6% Annual Returns	• **$83 Million PV Savings** (24% of refunded UAL)*
Great Recession: Another 2008-2012 Immediately After Issuance	• **$47 Million PV Savings** (13% of Refunded UAL)*
Market Crash Breakeven Analysis (0% PV Savings)	• ≈ **Negative 30%** PERS** return immediate after issuance with no recovery; 7% thereafter

** Includes benefit of Section 115 set-asides in early years per policy*
*** Estimated by NHA Advisors*

Conclusion

Seasoned Management, Comprehensive Policies & Prudent Practices	Have produced VERY STRONG budgetary performance during the past 10 years that has, in turn, added to reserves and created VERY STRONG budget flexibility and VERY STRONG liquidity.
Strategic Planning, Opportunistic Investments and Patient Execution	Have set the foundation for a significant number of financially beneficial and impactful projects, but also facilitated the community's trust in the City such that 3 tax revenue measures were approved by voters since 2016.
Thoughtful POB Structure and Policy Driven uses of Savings	Flatter UAL repayment pattern will be used to create ADDITIONAL liquidity, budget flexibility and opportunities (per Adopted Policy) to strategically retire existing liabilities AND ENHANCE RESILIENCY against future PERS underperformance.
Affordability, Coastal Location and a Broad & Diverse Region	8 miles south of downtown San Diego yet remaining relatively affordable positions the City well to control its economic destiny. The transformative development projects underway are evidence of private investors' trust in the long-term prospects of the City.

City's diverse revenue base, low exposure to 1-time expenditure shocks, its very strong / growing reserves when coupled with tremendous fiscal revenue increases from the various projects being developed now has created an Outlook for the City of very limited downside with significant upside. We respectfully request consideration of an upgrade to our rating.

Financing Schedule

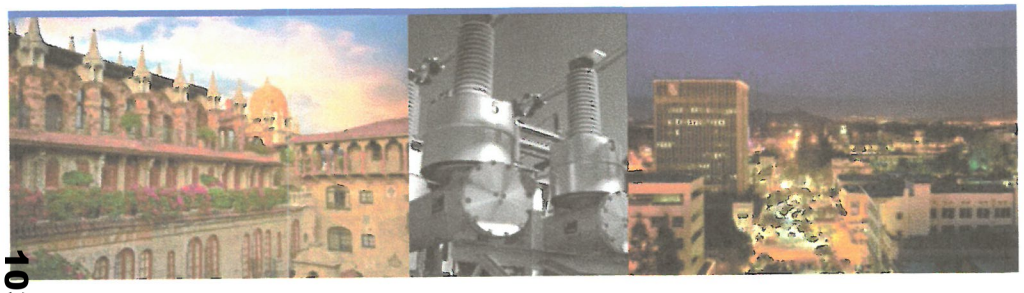
January 11	Rating Presentation
Week of Jan. 18	Receive Credit Rating
January 19	City Council Approval
Week of Feb. 1 or 8	Pricing
February 17-24	Closing & Wire Proceeds to CalPERS

Rating Presentation

City of Riverside

Refunding Sewer Revenue Bonds, Series 2018A

October 2018



Presentation Team

City of Riverside

Edward Enriquez — Interim CFO/Treasurer

Craig Justice — Deputy Public Works Director

Jerry Flanagan — Debt & Treasury Manager

NHA Advisors

Municipal Advisor

Mark Northcross — Principal

Mike Meyer — Vice President

Stradling Yocca Carlson & Rauth

Bond Counsel

Brian Forbath — Shareholder

Cyrus Torabi — Shareholder

Bank of America Merrill Lynch

Underwriter (Senior Manager)

Brad Walker — Director

Zachary Carbone — Vice President

Jones Hall

Disclosure Counsel

James Wawrzyniak — Shareholder

Josh Anzel — Shareholder

Citigroup Global Markets

Underwriter (Co-Manager)

Cameron Parks — Managing Director

Chris LeBrett — Vice President

Experienced and Dedicated Senior Management

Al Zelinka

City Manager

- 25 years of experience in public service and urban planning
- Over 6 years of experience with the City, 3 years as Assistant City Manager
- Published author of books and articles on urban planning; former university lecturer

Edward Enriquez

Interim CFO/Treasurer

- 20 years of experience in debt, treasury management, and financial accounting
- Over 6 years of experience with the City
- Oversees the Debt & Treasury Division and the City's debt portfolio

Kris Martinez

Public Works Director

- 24 years of experience with the City
- Has served as Public Works Director since 2015
- Prior General Services Director for the City

Craig Justice

Deputy Public Works Director

- 30 years of experience with Water and Wastewater public utilities
- Licensed by State as a Grade V Wastewater Operator
- Has served as Deputy Public Works Director since 2015

Table of Contents

- Executive Summary
- Regional Economy Update
- Sewer Enterprise
  - Sewer Enterprise Overview
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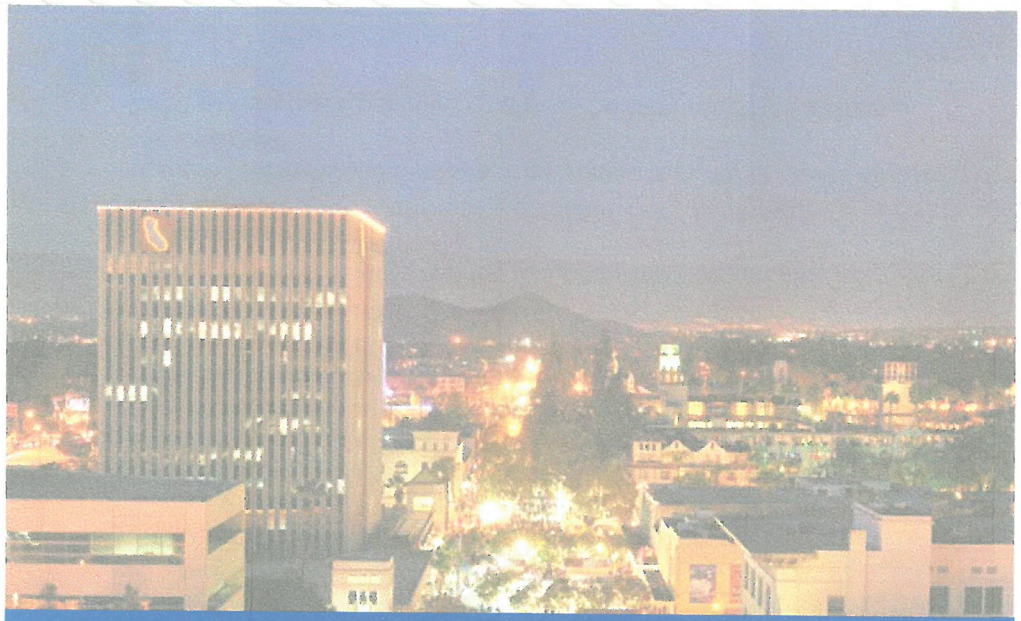
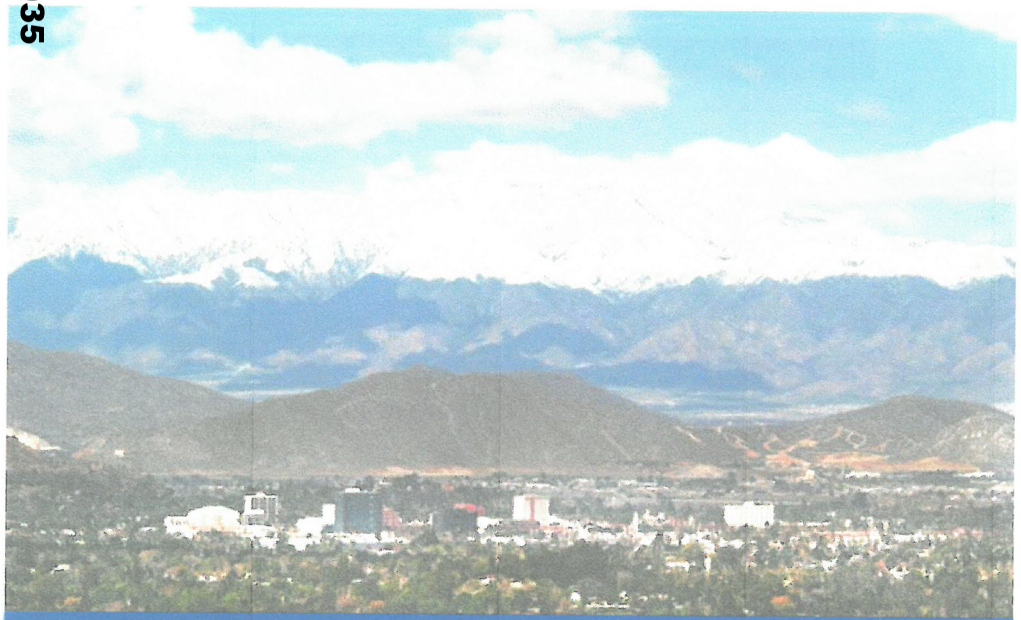
  - Sewer Enterprise Revenues and Rate Management
  - Sewer Enterprise Cash Reserves
  - Sewer Enterprise Historical and Projected Cash Flows
- 2018 Sewer Revenue Refunding Bonds
- Conclusion
- Appendix: Detail on New Construction and Developments in Riverside



EXECUTIVE SUMMARY



REGIONAL ECONOMY UPDATE

Executive Summary

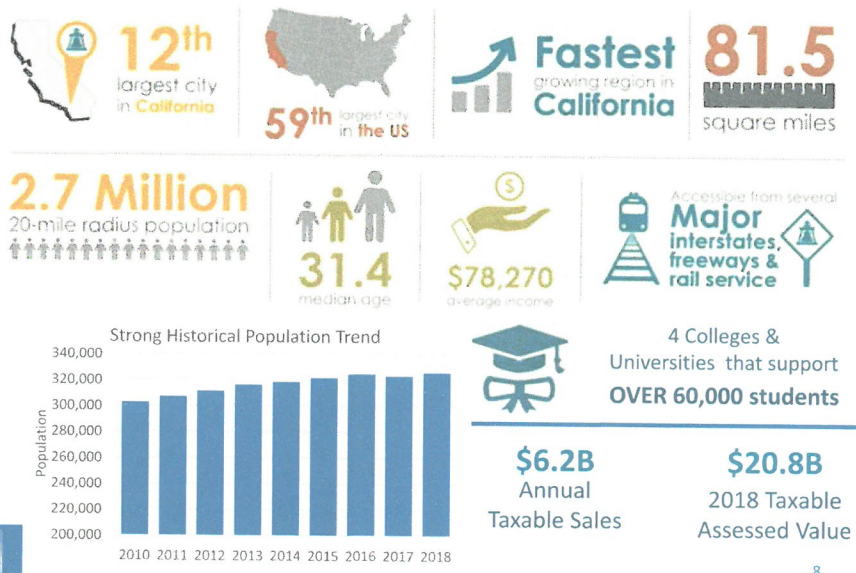
- City of Riverside intends to issue approximately $160 million of Refunding Sewer Revenue Bonds, Series 2018A to refund its 2009B Sewer Revenue Bonds (BABs)
  - Over $12.3 million of present value savings (6.6% of refunded par); $19.9 million of cash flow savings over next five years will be used to fund pay-go CIP; $1.2 million annual savings thereafter

Credit Highlights

- 6th highest median income growth rate among the 50 largest metro areas nationally in 2017*
- Springing covenant takes effect with 2018 transaction, modernizing rate covenant and strengthening security pledge
- Completed a $192 million major modernization of the Riverside Water Quality Control Plant ("RWQCP")
- Proactive management and sound financial/reserve policies
- Strong debt service coverage ratio above 110% projected through 2023 without any use of Rate Stabilization Fund
- Robust reserve levels; 1,000+ days cash on hand (FYE 2018)
- Very low (< 0.50%) delinquency rates; consolidated billing for all 3 utilities
- Diverse customer base (top 10 under 8%) and revenue stability (fixed charges 68% of total)

Source: US Census Bureau, 2018 Annual Social and Economic Supplement of the Current Population Survey

Key City Statistics



New Developments in the City of Riverside

- New developments expected to positively impact sewer enterprise connection and usage fee revenues

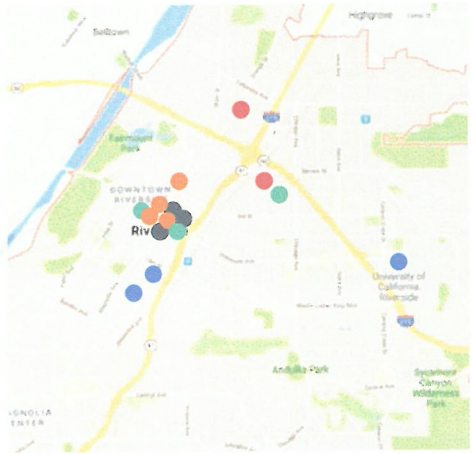
Hotels
- Hilton
- Hampton Inn & Suites
- Home2 Suites

Mixed Use Housing
- Stalder Building and Plaza
- Imperial Hardware Lofts
- Culver Lofts
- Centerpointe Apartments

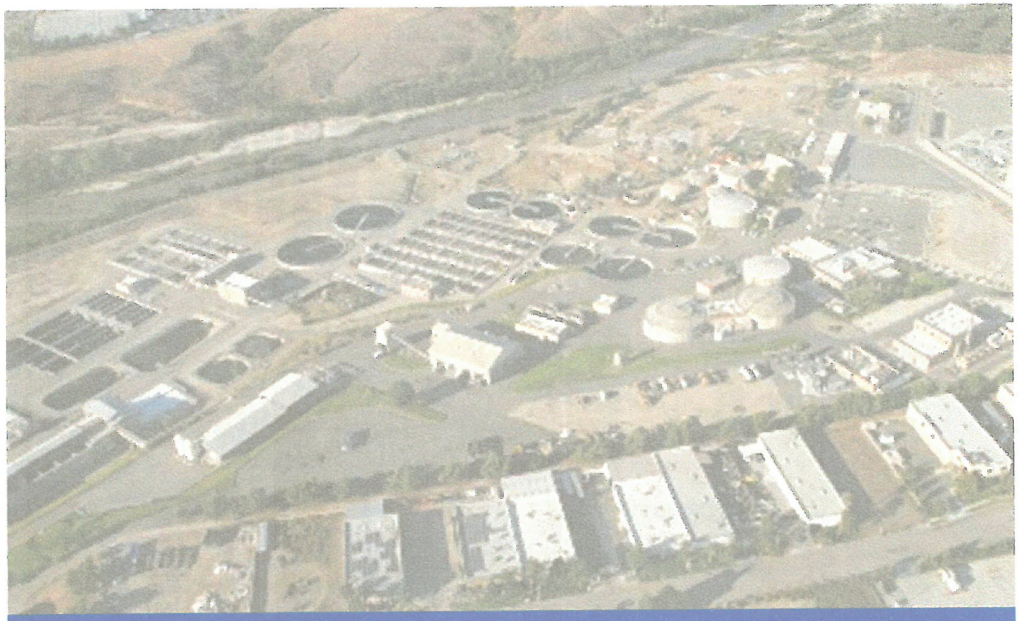
Healthcare and Education
- Radnet Medical Plaza
- Riverside Community Hospital RCC Centennial Plaza
- UCR Student Housing

City Infrastructure
- Cheech Marin Center for Chicano Art, Culture & Industry
- New Main Library
- California Air Resources Board Lab and Testing Facility

Large Scale Developments
- Northside Innovation District
- Packinghouse Innovation District



More detail on current developments in Riverside are included as an Appendix



SEWER ENTERPRISE OVERVIEW

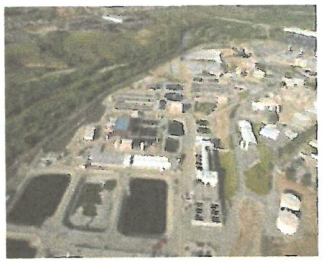
Overview of Sewer System

- City owns and operates a sewer system that serves an area of nearly 110 square miles
  - Approximately 81.5 square miles are within City limits
- Provides wastewater collection and treatment service for approximately 151,000 equivalent dwelling units in the City and in the Jurupa, Rubidoux, and Edgemont Community Service Districts
  - In 2015, the City began adding new service accounts and providing wastewater collection and treatment services in the unincorporated community of Highgrove
- Treatment is provided at the RWQCP
  - Treatment services are provided to a population of over 313,000 in the City and over 121,000 in the CSDs
- $192 million modernization of the RWQCP is completed
  - Capacity increase and modernization supports ability of City to absorb new development
- Sewer system spills per mile of pipe is below industry average

Recent Developments With the Sewer System

- Regulatory changes required further upgrade and expansion of the plant to current capacity of 46 MGD
  - Phase 1 construction completed June 2017 ($192M)
  - Funded by 2015 Sewer Revenue Bond proceeds
- Strategic Objectives – Sustainability & Resource Recovery
  - Water, biogas and biosolids reuse
  - Preparation for potential future DPR mandate from State Water Boards
- Regional Water Board anticipated to renew operating permit in November, 2018
  - No additional mandates
- RWQCP is a Class V Sewer Plant based on flows and level of treatment the City provides

Current System Specifications	
Plant Size	100-acres
Capacity	46 MGD
Avg Daily Flow	30.3 MGD
WW Lift Stations	19
Sewer Mains	820 miles



Historic Wastewater Flows

- Completed $192 million modernization of RWQCP expanded capacity to 46 MGD, with additional expansion capability up to 52 MGD
- Though flows are declining due to conservation, revenues are stable because of high dependence on fixed charges and effluent strength charges
- Ample surplus capacity of plant provides ability for City to absorb more growth

Historical Wastewater Flows FY 2007-08 through FY 2017-18 (MGD)

Fiscal Year	Average Daily Flow	Peak Flow	System Capacity
2007-08	32.29	35.44	40
2008-09	31.63	37.63	40
2009-10	30.25	36.34	40
2010-11	30.00	52.79*	40
2011-12	29.05	33.87	40
2012-13	28.15	34.14	40
2013-14	28.35	35.06	40
2014-15	28.36	31.46	40
2015-16	24.69	29.97	40
2016-17	27.20	45.39*	40
2017-18	26.97	31.75	46

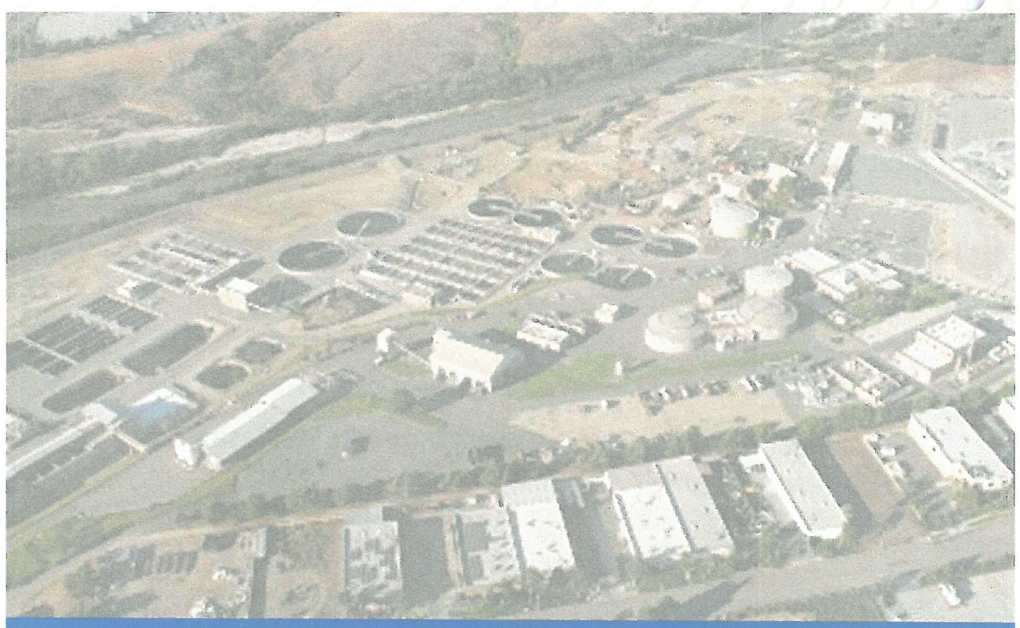
* Onsite storage accommodates peak flow in excess of treatment capacity.

Source: City of Riverside Public Works Department.

CIP Financial Management

Sewer Enterprise is in compliance with current State and Federal mandates and has a manageable near-term pay-go CIP

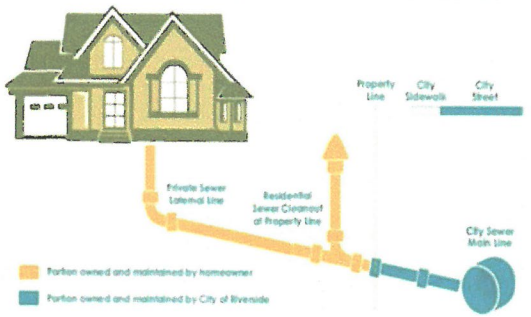
- City in process of completing $245 million in capital infrastructure investments, including $200M RWQCP rehabilitation and expansion project
  - To date, the RWQCP is the largest public works project done by the City
- City has adjusted targeted CIP projects in response to deferred 2018 rate increase
- Because of proactive compliance with State mandates City can defer targeted CIP projects and has flexibility in managing CIP
- $30 million in available cash to provide funding for near term upgrades of wastewater treatment plant and other unfunded CIP elements
  - No need for additional debt for at least 3 years
- **City's long term strategy for funding Sewer Enterprise CIP is to rely less on debt and more on pay-go**



SEWER ENTERPRISE CIP

Sewer Collection System Infrastructure – A Key Component of Future CIP

- Per the 2016 Master Plan (to be finalized in June 2019), City is in the process of implementing $235M of infrastructure investment over next 10-20 years
  - Pipeline replacement is a key focus of the plan



- Strategic Objectives – Sustainability & Elimination of Sanitary Sewer Spills
  - Replace or rehabilitate collection pipelines and pump stations
  - Develop proactive City lateral inspection, repair & capital improvement plan
- Anticipated future CIP funding will be primarily on a pay-go basis
- $38M in collection pipeline investment for repair & replacement in last 5 years

Proactive Strategies to Stay Ahead of State Mandates

Current or Anticipated Mandates	Requirements and Deadlines	Riverside Sewer Fund's Current Compliance Status
Landfill Diversion (Refuse generated by RWQCP)	50% diversion from landfills by January 1, 2020	Currently meets Fed and State requirements; biosolids reused as fertilizer for non-food crops in Arizona
Air Quality Mandate	AQMD air emission reductions	Constructed fuel cell system to produce clean energy for 25% of Plant needs
Organic Waste Landfill Diversion	50% diversion from landfills by January 1, 2020 for any customers of the City producing organic waste	Pilot project in operation now to accommodate local producers
Direct Potable Reuse (DPR)	State Water Board staff developing criteria now. Concern that climate change impacts will result in future State mandates	Recent improvements to RWCQP will facilitate DPR
MS4 Compliance	Potential State mandate to treat stormwater runoff that results in high fecal coliform counts in surface waters used by public	Section of Santa Ana River through Riverside has no MS4 compliance issues

Future Capital Improvement Projects

- Approximately $30 million in unfunded CIP
- City has $30 million in available cash that it can utilize to cover a portion of the unfunded CIP

Funded CIP Projects						
Project Type / Project Name	Adopted 2018/ 19	Adopted 2019/ 20	Proposed 2020/ 21	Proposed 2021/ 22	Proposed 2022/ 23	Total
Plant Capacity Replacements						
Plant 2 Activated Sludge Rehab. – Phase I	$400,000	$250,500	-	-	-	$650,500
RWQCP Rehabilitation – Phase II	500,000	-	-	-	-	500,000
Tertiary System Rehab – Phase I	-	400,000	3,000,000	-	-	3,400,000
Total Plant Capacity Replacements	**900,000**	**650,500**	**3,000,000**	**-**	**-**	**4,550,500**
Sewer Collection System Upgrades	1,000,000	-	-	-	-	1,000,000
TOTAL	$1,900,000	$650,500	$3,000,000	$0	$0	$5,550,500

Top 10 Unfunded Projects by Priority (6/30/2018)		
Project Name	Estimated Project Cost	Unfunded Amount
1. Plant 2 Activated Sludge Rehabilitation - Phase II	$199,500	$199,500
2. RWQCP Rehabilitation - Phase II	2,000,000	2,000,000
3. Dexter Wastewater	1,200,000	1,200,000
4. Fairgrounds Wastewater	1,200,000	1,200,000
5. Wastewater Lift Stations	2,000,000	900,000
6. Wastewater Lift Station Projects - Phase II	5,200,000	5,200,000
7. Tertiary System Rehabilitation - Phase II	4,800,000	4,800,000
8. Phoenix Priority A, B And C Sewer Construction	4,945,000	4,945,000
9. Tequesquite Priority A, B And C Sewer Construction - Phase II	4,700,000	4,700,000
10. Arlanza Neighborhood Sewer Mains Rehab	4,800,000	4,800,000
TOTAL	$31,044,500	$29,944,500

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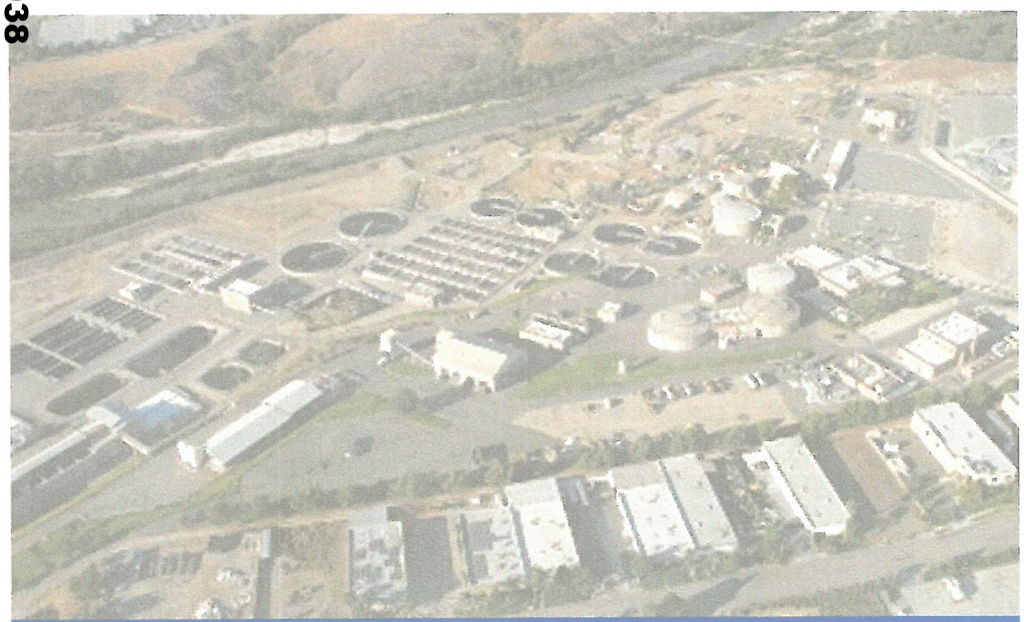


Sewer Enterprise Revenues and Rate Management

Long Term Rate Management Strategy

- City has consistently authorized annual increases to sewer rates since FYE 2008
- City did not enact the approved 8.5% rate increase for FYE 2019, but expects to initiate a new sewer rate Prop 218 process designed to raise rates in FYE 2021-2023
- RPU's final authorized rate increase is completed in FYE 2023
- Beginning FYE 2024, all three utilities will be on the same rate increase schedule
  - City expects to implement five year rate increase beginning in FYE 2024
- Customers already receive a combined bill for water, power, and sewer services

Historic Rate Increases

- City adopted a 5-year rate plan in both FYE 2008 and 2014

Monthly Sewer Rates for Basic Single Family Dwelling Customers and Flat Commercial Customers Rate Schedules 1993 through 2018

Effective Date	Monthly Sewer Rate	Percent Increase	Pumping Surcharge [1]	Percent Increase
1/1/1993 through 6/30/2009	$13.05	N/A	$1.92	N/A
2008 Rate Increase				
7/1/2009	$16.55	26.82%	$2.56	33.33%
7/1/2010	20.55	21.17	3.18	24.22
7/1/2011	23.55	14.60	3.65	14.78
7/1/2012	26.55	12.74	4.11	12.60
7/1/2013	28.55	7.53	4.42	7.54
2014 Rate Increase				
7/1/2014	$30.98	8.51%	$4.80	8.59%
7/1/2015	33.62	8.52	5.21	8.54
7/1/2016	36.48	8.50	5.66	8.63
7/1/2017	39.59	8.53	6.14	8.48
7/1/2018 [2]	39.59	--	6.14	--

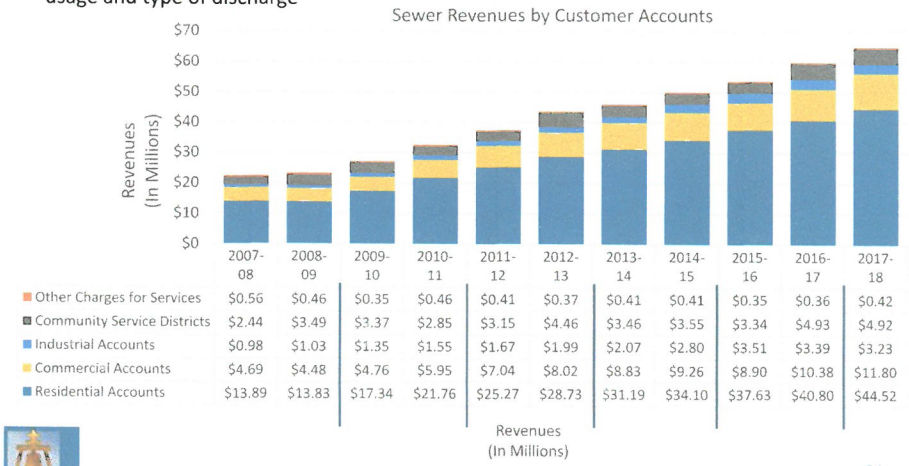
[1] Sewer pumping surcharge is applied to all users within specific areas of the City which require sewage pumping facilities. Currently, 28% of single family dwelling units is subject to the sewer pumping surcharge and less than 1% of commercial customers is subject to the sewer pumping surcharge.

[2] Although an approximately 8.5% rate increase was permissible pursuant to the 2014 Rate Increase, the City Council chose to leave rates unchanged for Fiscal Year 2018-19 from the prior year.

Source: City of Riverside.

Revenue Breakdown

- Residential accounts responsible for 68% of revenues in 2018
  - Residential accounts responsible for 62% of revenues in 2008
- Residences pay fixed monthly charge; commercial and industrial customers pay based on water usage and type of discharge



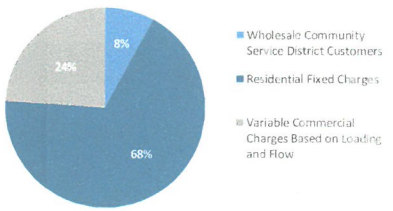
Customer Breakdown and Largest Users

- Top 10 principal users represent less than 7.3% of total revenues
- **Fixed charges account for 68% of total rate revenue**
- Wholesale purchaser CSDs make up 8% of total rate revenues
  - City's contracts with CSD's charge both on the basis of flow and loading
  - During drought reductions, volume of flow went down but concentration of flow increased, partially offsetting the reduction in revenues from the CSDs due to low flow

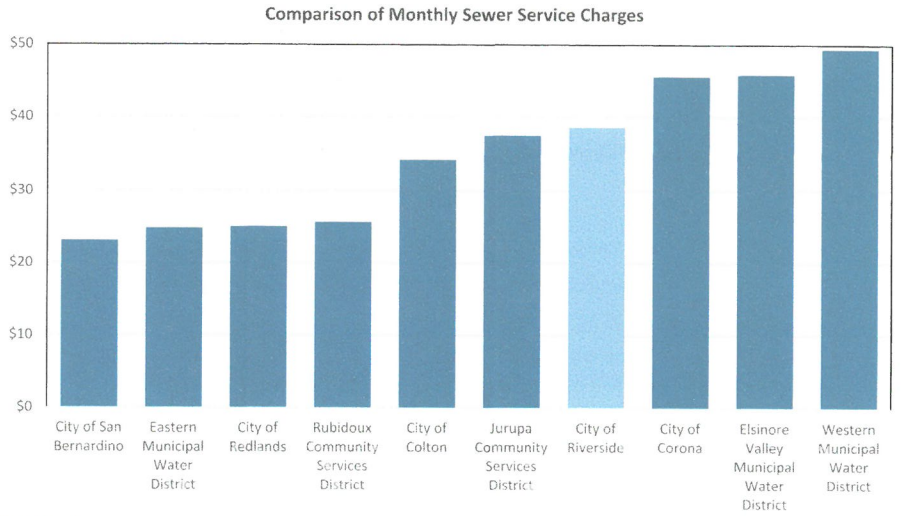
Top 10 Principal Users FY 2017-18

	Name of Account	Industry	Revenues	% of Total Revenues [1]
1	Stremicks Heritage	Commercial	$1,133,646	1.67%
2	University of California at Riverside	Education	706,238	1.04
3	Cal Baptist University	Education	485,525	0.72
4	County of Riverside	Govt.	445,911	0.66
5	OSI Industries, LLC	Commercial	439,938	0.65
6	Kroger Company	Commercial	424,224	0.63
7	Riverside Community Hospital	Healthcare	362,942	0.53
8	Pepsi Beverages Company	Commercial	337,274	0.50
9	Carbonlite Industries	Industrial	305,357	0.45
10	Riverside Unified School District	Education	284,972	0.42
	Total		$4,926,028	7.27%

[1] Based on total revenues for Fiscal Year 2017-18 of $67,758,000 (unaudited).
Source: City of Riverside Public Works Department.



Comparative Sewer Rates



Source: City of Riverside

Current Agreement between City and CSDs

- City has operating agreements in place with Rubidoux CSD, Jurupa CSD, Edgemont CSD, and WMWD
- Under agreement, each CSD owns certain capacity rights at RWQCP
  - Rubidoux CSD – 3.06 MGD
  - Jurupa CSD – 4.00 MGD
  - Edgemont CSD – 0.89 MGD
- Each CSD billed for cost of pay-go capital projects and operations and maintenance based on proportionate share of wastewater flows

Current Litigation

- In 2012, City initiated litigation against Jurupa, Rubidoux, and Edgemont CSDs seeking judicial enforcement of having CSDs pay their proportionate share of system rehabilitation and replacement
  - In 2014, Edgemont paid $1.75 million to City and City dismissed its complaint
  - In 2015, Jurupa paid $15 million to the City and the City dismissed its complaint. Jurupa also pays share for on-going RWQCP capital projects
  - The City has received the $16.75 million and is evaluating options for use since they are considered non-rate revenue
  - Complaint against Rubidoux is still outstanding

Billing and Delinquency Management

- RPU handles billing for Sewer Enterprise
  - Water, power and sewer bills are consolidated
  - Customer cannot selectively pay one utility bill instead of another: **a sewer delinquency can result in a loss of both water and power service**
- Customers are given 21 days to pay bill after it is sent out
  - If they do not pay, an "Urgent Notice" is sent out giving them 10 more days to pay
  - If they do not pay at the end of this period, a 48-hour turn-off notice is sent, at the end of which time all service is disconnected
  - Reconnection requires payment in full
- Delinquencies are turned over to a collection agency 90 days after a delinquent account has been closed

Average delinquency rate of 0.41% over the last 5 years

FYE	End of Fiscal year Delinquencies	Total Service Charge Revenues	Delinquency Rate
2014	$135,072	$46,162,000	0.29%
2015	$190,654	$50,336,000	0.38%
2016	$303,054	$52,664,000	0.58%
2017	$191,323	$59,735,000	0.32%
2018	$268,736	$59,014,972	0.46%

Connection Fee Revenues and Charges

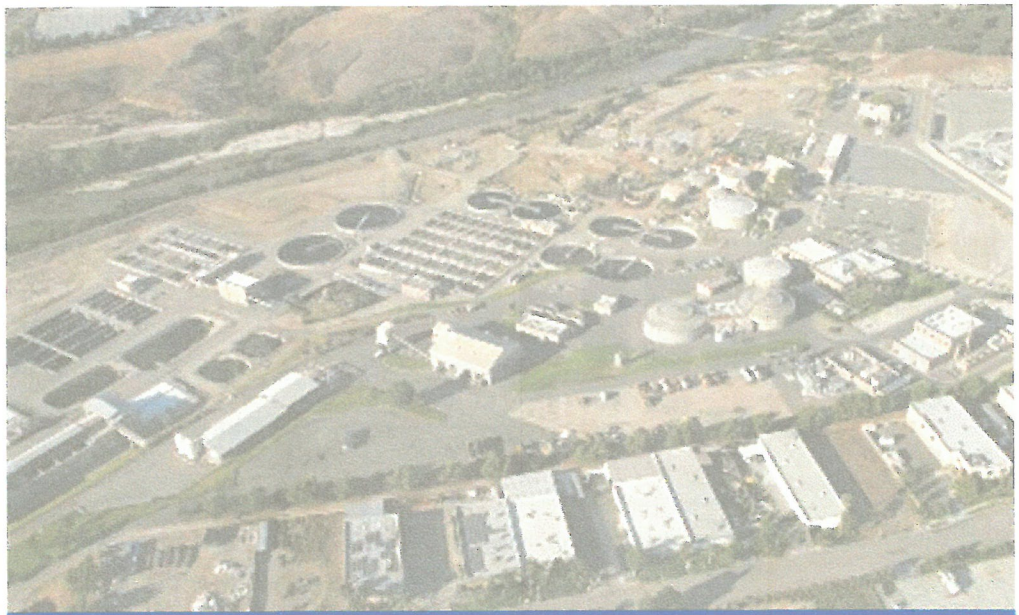
- Connection fee revenue variability driven by economic activity and market conditions
  - Connection fees not a key driver of sewer system revenues
- 2018 legal "springing" covenants include connection fees and investment income in gross revenue
  - Connection fees were treated as an "add-on" to Net Revenue for rate covenant purposes in the past

Historical Connection Fee Revenues for Fiscal Years 2007-08 through 2017-18

Fiscal Year	City Connection Fees	CSD Capital Improvement Fees	Total Connection Fee Revenues
2007-08	$2,171,044	$501,231	$2,672,275
2008-09	(63,786) [1]	845,640	781,854
2009-10	716,549	41,053	757,602
2010-11	533,363	41,923	575,286
2011-12	1,056,991	41,053	1,098,044
2012-13	1,023,658	41,053	1,064,711
2013-14	2,643,253	41,053	2,684,306
2014-15	1,802,665	41,053	1,843,718
2015-16	618,455 [2]	41,053	659,508
2016-17	2,976,609	328,553	3,305,162
2017-18 [3]	$1,477,007	$105,868	$1,582,875

[1] Reflects net connection fees (taking into account refunds of previously collected fees attributable to expired building permits)
[2] Excludes $269,503 connection fees remitted to Sewer Fund through operating transfers
[3] FYE 2018 Numbers are unaudited

Source: City of Riverside



Sewer Enterprise Cash Reserves

Historical Sewer Enterprise Cash Balances

	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18
Cash and Investments*	$12,197	$18,794	$23,698	$45,764	$61,941	$87,000
Days Cash on Hand**	148	237	313	524	756	1,011

*In thousands
** Calculated as [Cash / (Total Operating Expenses - Depreciation & Amortization)] x 365

- Sewer Fund cash balance has increased over 7x since FYE 2013
  - FYE 2018 balance $87 million
  - 1,011 days cash on hand

Fund Balances		
Fund	FY 2016-17 Audited	FY 2017-18 Preliminary
Restricted Reserve	$3,700,000	$3,700,000
Operating/Maintenance Working Capital	7,033,898	23,474,881
Debt Service	28,747,102	33,665,119
System Improvement Capital	15,820,000	15,820,000
Heavy Equipment Replacement	340,000	340,000
Emergency Capital and Equipment	6,300,000	10,000,000
Total Reserves	**$61,941,000**	**$87,000,000**

Source: City of Riverside

Sewer Enterprise Reserve Policy and Practice

- City Council adopted a formal Sewer Enterprise Reserve Policy in 2016
- Policy sets both minimum reserve requirements and targeted reserve requirements for several categories of reserves

Sewer Enterprise Reserve Policy Fund Category	Target Goal	June 30 2018 Fund Balance	Compliance with Goal
Restricted Reserves - 1	2009 Debt Service Reserve Fund	$16,459,000	Yes
Restricted Reserves - 2	10% of annual operating expenses	3,700,000	Yes
Operating/Maintenance Working Capital	60 to 120 days of operating expenses	23,474,881	273 days of operating expenses*
Debt Service	50% to 100% of annual debt service	33,665,119	100%
Emergency Capital and Equipment	$5 to $10 million	10,000,000	Yes
System Improvements Capital	25% to 50% of 5 year rolling CIP average	15,820,000	Yes
Heavy Equipment Replacement	25% to 50% of 5 year rolling equipment replacement schedule	340,000	Yes
Total		$103,459,000	
Total (Excluding 2009 Debt Service Reserve Fund)		$87,000,000	

*Amounts in excess of 120-day requirement is unencumbered surplus cash

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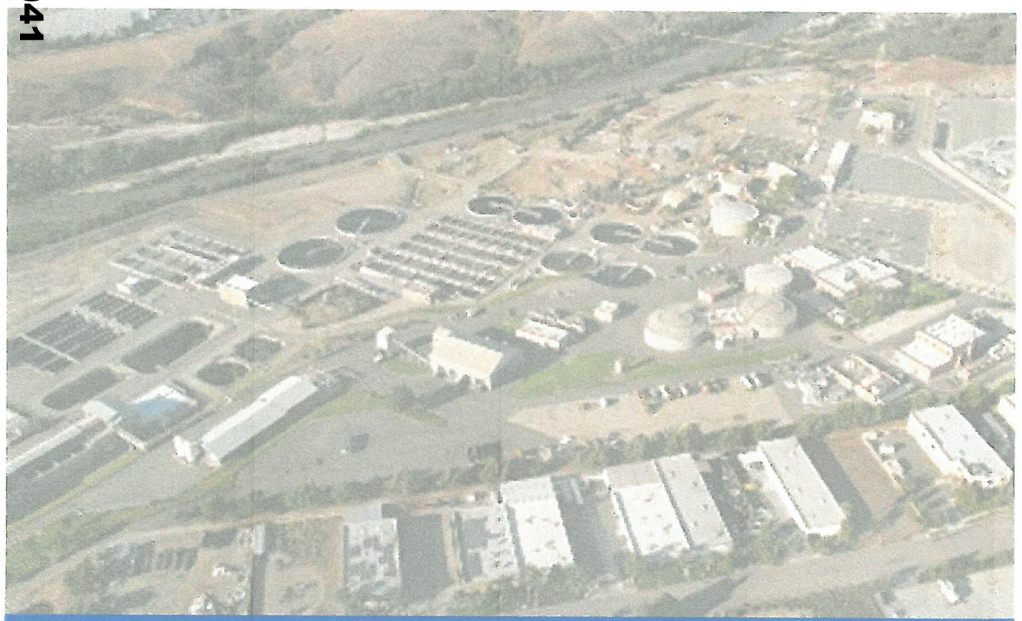


SEWER ENTERPRISE HISTORICAL AND PROJECTED CASHFLOWS

Sewer Enterprise Cash Flows

- Sewer Enterprise has shown strong coverage since FY 2014
  - Coverage supported by capitalized interest through FY 2018 for the 2015 Sewer Revenue Bonds
  - Historical coverage is strong even without use of cash balances to enhance Gross Revenues to meet rate covenants
- Coverage is projected to be moderate even with (1) increase in debt service from 2015 Sewer Revenue Bonds and (2) change to new springing rate covenant as a result of the 2018 refinancing
- Projected coverage is shown through FY 2023 without any future rate increases
  - Debt service on the proposed 2018 refunding bonds is "ramped" to provide extra coverage through FY 2023

Historical Summary of Operations

- Charges for services have grown approximately 41% since FYE 2014 due to rate increases, doubling operating income
- Net position has continued to grow

Historical Summary of Operations (000's Omitted)	2014	2015	2016	2017	2018[1]
Operating revenues:					
Charges for services	$46,162	$50,336	$52,664	$59,735	$65,081
Operating expenses:					
Personnel services	$9,916	$8,806	$8,574	$9,673	$11,814
Contractual services	1,470	1,878	2,706	1,154	1,721
Maintenance and operation	7,486	7,505	8,244	8,891	8,567
General	6,119	5,065	8,348	5,683	4,591
Materials and supplies	3,440	3,498	3,501	3,260	3,876
Claims/insurance	499	386	490	1,260	855
Depreciation and amortization	6,861	6,856	7,025	7,734	13,621
Total operating expenses	**$35,791**	**$33,994**	**$38,888**	**$37,655**	**$45,045**
Operating income (loss)	**$10,371**	**$16,342**	**$13,776**	**$22,080**	**$20,036**
Net operating revenues (expenses)					
Interest income	$827	$684	$586	$798	$998
Other	1,691	71	379	831	24
Gain (loss) on retirement of capital assets	(11)	(19)	(2)	(28)	(12)
Capital improvement fees	2,684	1,843	660	3,305	1,583
Interest expense and fiscal charges	(4,583)	(1,579)	(1,090)	(650)	(8,172)
Total non-operating revenues (expenses)	608	1,000	533	4,256	(5,579)
Income before capital contributions and transfers	$10,979	$17,342	$14,309	$26,336	$14,457
Capital cash contributions	-	-	-	-	32
Transfers in	14	-	261	-	-
Transfers out	-	-	-	(900)	(900)
Change in net position	10,993	17,342	14,570	25,436	13,589
Net position - beginning, as previously reported	159,990	170,983	165,525	180,095	205,531
Prior period adjustment	-	(22,800)	-	-	-
Net position - ending	**$170,983**	**$165,525**	**$180,095**	**$205,531**	**$219,120**

[1] Fiscal Year 2017-18 numbers are unaudited.

Source: City's audited financial statements for Fiscal Years 2013-14 through 2016-17, City of Riverside for Fiscal Year 2017-18.

Debt Service Coverage – Key Assumptions

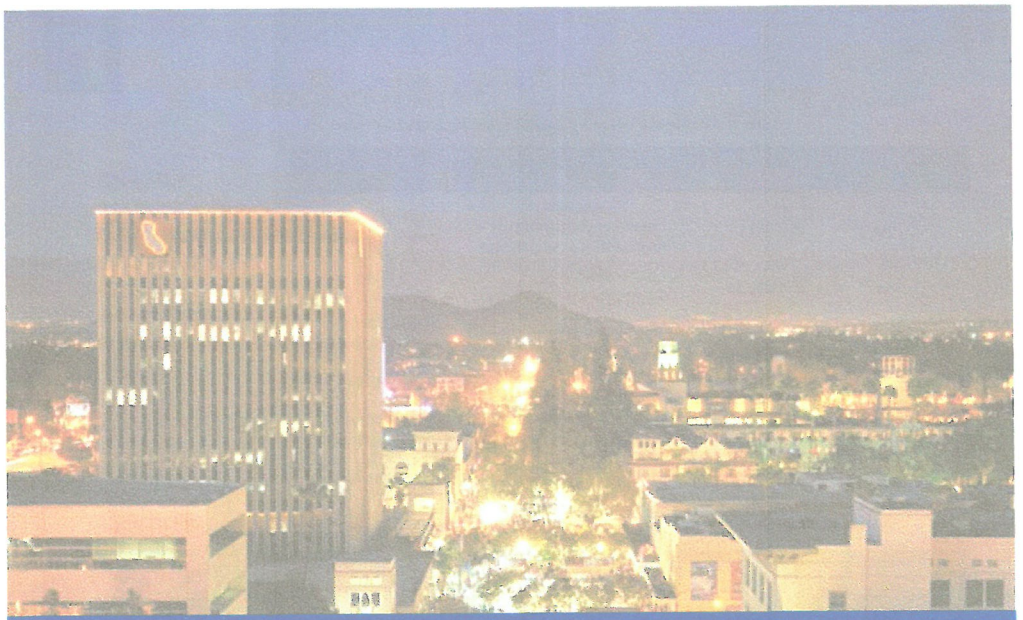
- Historical coverage shown using prior debt service coverage methodology (RSF balance included in Gross Revenue) as well as new coverage definitions in Fourth Supplemental Resolution
- FY 2015-16 revenue includes the Jurupa CSD Settlement of $15,000,000
- Expenses includes CalPERS and pension bond expense allocated to Sewer Revenue Fund
  - $2.1M PERS allocation and $520,000 POB allocation for FY 2017-18
- Expenses excludes depreciation expense
- All debt service numbers are shown on a cash/budget basis (vs. accrual)
- Series 2009 debt service includes Federal BABs subsidy
  - FY 2018-19 debt service includes 8/1/2018 subsidy and pro-rata portion of 2/1/2019 Federal subsidy payment
- Series 2015A debt service includes capitalized interest through June 1, 2018 which reduces August 1, 2018 interest payment

Historical and Projected Debt Service Coverage

- Debt service of Series 2018A bonds structured to meet >1.10x debt service coverage without any:
  - Rate increases or transfers from rate stabilization fund

	Audited				Unaudited	Projected				
	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Revenues:										
Charge for Serivices										
User Fee	42,703	46,783	49,329	54,808	60,165	$ 59,546	$ 60,082	$ 60,622	$ 61,168	$ 61,719
Community Service Districts	3,459	3,553	3,335	4,927	4,916	3,589	3,788	3,954	4,109	4,202
Subtotal Charge for Services	46,162	50,336	52,664	59,735	65,081	63,135	63,870	64,576	65,277	65,921
Interest income	827	684	586	798	998	1,135	1,086	1,059	1,010	938
Connection Fees	2,684	1,843	660	3,305	1,583	1,775	1,788	1,801	1,814	1,828
Non operating rev/reimbursements/Other	1,691	71	15,379	831	24	802	808	814	819	825
Total Revenues /Inflows	51,364	52,934	69,289	64,669	67,686	66,847	67,552	68,250	68,920	69,512
Expenses:										
Operating Expenses										
Personnel services	10,127	9,028	8,797	9,928	12,334	14,841	15,818	16,298	16,800	17,164
Contractual services	1,470	1,878	2,706	1,154	1,721	1,744	1,640	1,681	1,723	1,766
Maintenance and operation	7,486	7,505	8,244	8,891	8,567	9,455	9,585	9,873	10,188	10,497
General	6,119	5,065	8,348	5,683	4,591	5,129	5,341	5,708	5,936	6,079
Materials and supplies	3,440	3,498	3,501	3,260	3,876	4,075	4,081	4,183	4,287	4,394
Claims/insurance	499	386	490	1,260	855	1,562	471	438	474	508
Total Operating Expenses	29,141	27,360	32,086	30,176	31,944	36,806	36,936	38,181	39,408	40,408
Net Operating Income	22,223	25,574	37,203	34,493	35,742	30,041	30,616	30,069	29,512	29,104
Debt Service Components										
State Loans	817	817	817	817	817	817	340	340	-	-
2009 Bonds	17,866	17,834	17,821	17,813	17,803	11,893	-	-	-	-
2014 Bonds	-	298	-	-	-	-	-	-	-	-
2015 Bonds	-	-	-	-	-	11,252	14,530	14,528	14,528	14,529
2018 Bonds	-	-	-	-	-	-	12,711	10,919	10,911	10,910
Total Debt Service	18,683	18,949	18,638	18,630	18,620	23,962	27,581	25,787	25,439	25,439
Debt Service Coverage Tests										
Net Revenues Available for Debt Service - Projected	-	-	-	-	-	$ 30,041	$ 30,616	$ 30,069	$ 29,512	$ 29,104
Net revenues Available for Debt Service - Historical	$ 20,532	$ 25,503	$ 21,824	$ 33,662	$ 35,718	$ 29,239	-	-	-	-
Rate Stabilization Fund balance	9,360	7,785	14,500	14,500	1,000	1,000	-	-	-	-
Coverage without Rate Stabilization Fund Contribution	1.10	1.35	1.17	1.81	1.92	1.25	1.11	1.17	1.16	1.14
Coverage with Rate Stabilization Fund Balance	1.60	1.76	1.95	2.59	1.97	1.26	-	-	-	-

All values other than coverage are in thousands



2018 Sewer Revenue Refunding Bonds

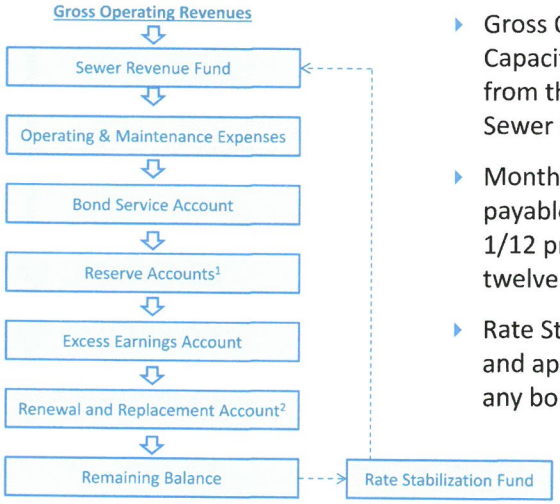
Current Outstanding Indebtedness

- Sewer Enterprise Fund's total outstanding obligations of $397.1 million as of June 30, 2018

Outstanding Sewer System Obligations as of June 30, 2018		
Obligation	**Outstanding Principal**	**Final Maturity**
State Contract – Headworks Project	$469,113	2018-19
State Contract – Cogeneration Project	977,586	2020-21
Subtotal	**1,446,699**	
2009 Sewer Revenue Bonds	195,665,000	2039-40
2015 Sewer Revenue Bonds	200,030,000	2040-41
Subtotal	**395,695,000**	
Total	**$397,141,699**	

Source: City of Riverside

2018 Bonds – Security and Structure: Flow of Funds



- Gross Operating Revenues include Capacity Charges and any net transfers from the Rate Stabilization Fund to the Sewer Revenue Fund
- Monthly set asides of 1/6 interest payable in the next six months and 1/12 principal payable in the next twelve months
- Rate Stabilization Fund held separate and apart from other funds so long as any bonds remain outstanding

1) Monthly deposit upon the occurrence of any deficiency therein, in the amount of one-twelfth of any unreplenished prior withdrawal from such reserve account established pursuant to a Supplemental Resolution and in any reserve account established for Parity Debt. The Series 2018A Bond Reserve Requirement is $0 and no amount will be deposited into the 2018A Reserve Account.
2) The amount, if any, required by prior action of the City Council. To date, the City Council has not required the Renewal and Replacement Account to be funded and does not anticipate taking any such action.

Master Resolution Amendments Effective upon Series 2009 Defeasance

- Capacity charge included in Gross Revenues
- Transfers from Rate Stabilization Fund to the Sewer Revenue Fund included in Gross Revenues, less any transfers to Rate Stabilization in the same fiscal year
- Treasury Credits excluded from Gross Revenues, de facto counted as Net Revenues
- Requires monthly deposits of 1/6 of semi-annual interest and 1/12 of annual principal
- 110% coverage for rate covenant purposes, which may include net transfers from Rate Stabilization Fund
- 110% coverage on additional bonds test

Comparison of 2009 and 2015/2018 Covenants

- Overall, 2018 Bond Covenant is more restrictive than 2009 Bond Covenant
  - Rate Stabilization Fund covenant and ABT covenant are more restrictive than 2009 Bonds
  - Sewer Fund balance excluded from gross revenues in 2018 Bond Covenants

	2009 Bond Covenant	2015/2018 Bond Covenant
Rate Covenant	1.25x requirement	1.1x requirement
Rate Stabilization Fund	May include funds deposited at any time, no offset for current fiscal year deposits. Includes capacity charges and Treasury credits	Includes revenues specifically transferred from a Rate Stabilization Fund to the Revenue Fund as Gross Revenues, as offset by any current fiscal year transfers to Rate Stabilization Fund
Additional Bonds Test	1.25x, but includes fund balances	1.1x, but excludes amounts on deposit in Rate Stabilization Fund
Capacity Charges	Excluded from Gross Revenues	Included in Gross Revenues
Fund balance	Included in Gross Revenues	Excluded from Gross Revenues

Estimated S&U, Debt Service and Savings

Estimated Sources & Uses of Funds	
Sources:	
Principal Amount of Series 2018A Bonds	157,770,000
Plus Original Issue Premium	17,599,656
Plus 2009B DSRF Release	16,625,000
Plus 2009B Principal & Interest Accounts Release	5,567,563
Total Sources	**197,562,219**
Uses:	
Refunding Escrow Deposit	196,807,185
Cost of Issuance	755,033
Total Uses	**197,562,219**

- Upfront savings to the Sewer Enterprise are approximately $19.9 million in the first five years and $21.1 million for the remaining life of the bonds which mature on 8/1/2039

CASHFLOW SAVINGS BY FISCAL YEAR (6/30)			
FYE	Net Prior Debt Service*	Refunding Debt Service	Cashflow Savings
6/30/2019	$5,750,410	$0	$5,750,410
6/30/2020	17,755,039	12,710,538	5,044,501
6/30/2021	13,934,515	10,919,000	3,015,515
6/30/2022	13,922,329	10,911,000	3,011,329
6/30/2023	13,917,684	10,909,625	3,008,059
6/30/2024	13,909,873	12,669,125	1,240,748
6/30/2025	13,893,544	12,652,125	1,241,419
6/30/2026	13,887,992	12,646,000	1,241,992
6/30/2027	13,877,394	12,634,875	1,242,519
6/30/2028	13,861,279	12,618,250	1,243,029
6/30/2029	13,848,944	12,610,250	1,238,694
6/30/2030	13,839,446	12,599,875	1,239,571
6/30/2031	13,825,961	12,586,375	1,239,586
6/30/2032	13,817,030	12,578,750	1,238,280
6/30/2033	13,797,302	12,556,250	1,241,052
6/30/2034	13,780,933	12,538,125	1,242,808
6/30/2035	13,766,712	12,528,000	1,238,712
6/30/2036	13,748,552	12,509,750	1,238,802
6/30/2037	13,730,364	12,487,500	1,242,864
6/30/2038	13,715,818	12,474,875	1,240,943
6/30/2039	13,693,707	12,455,500	1,238,207
6/30/2040	13,672,819	12,433,250	1,239,569
Total	**$299,947,645**	**$259,029,038**	**$40,918,607**

*Prior debt service is net of BABs subsidy

Preliminary, subject to change

CONCLUSION

9 Reasons for a Rating Upgrade

Strong financial management

- Consistent long term rate management strategy
- Combined bill with water and power disconnection in event of non-payment of sewer bill
- Formal cash management policy adopted by City Council
- Modernization and significant improvement of rate covenants

Revenue stability

- Very low historical delinquency rates
- High percentage of fixed charges

Proactive regulatory compliance

- "Ahead of the game" on current and potential State mandates
- No mandates required for permit renewal
- Long term strategy to minimize debt and maximize pay-go as a result of mandate compliance

Schedule

October 11	Credit Presentation to Moody's
October 12	Credit Presentation to S&P
October 22	Receive Ratings and Insurance Bids
October 23	City Council Approval of POS and Bond Documents
Week of 10/29	Pricing
November 20	Closing
August 1, 2019	Redeem 2009B Sewer Revenue Bonds

Appendix: New Construction and Developments in Riverside

1045

Downtown Revitalization and Development

Stalder Building and Plaza Project

165-unit residential; 22,000 SF downtown retail, 3 levels of underground parking; began construction Fall 2017

Downtown Riverside Hilton Hotel

161-Room, 7-story Hilton; Scheduled to open late 2020

Imperial Hardware Lofts

91-unit residential; 8,000 SF retail; completed August 2018

Hampton Inn & Suites and Home2 Suites

Phase 1: 140-room Hampton Inn
Phase 2: 119-room Home2 Suites

Downtown Revitalization and Development Cont.

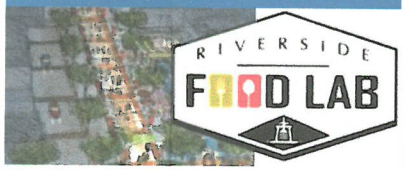
Culver Lofts

35 residential units; 2,000 SF cafe; 3,500 SF offices; expected completion late 2018

CenterPointe Apartments and Commercial

116 residential apartments; 8,000 SF of retail and restaurant spaces; commercial now open

Chow Alley and Riverside Food Lab



Chow Alley: walkable outdoor and active urban dining venue
Food Lab: multiple eateries specializing in local produce

Riverside Convention Center Expansion

65,000 SF expansion featuring 20 meeting rooms and space for 3,000 people, and 15,000 SF outdoor space

Healthcare and Education Developments

RCC Centennial Plaza

Culinary institute; 300-seat performing arts center; Center for Social Justice and Civil Liberties; parking structure; completed March 2016

UCR Student Housing

Student housing and retail to accommodate 5,000 new students and 250 faculty offices

Radnet Medical Office Building

Office space for 100+ doctors

Riverside Community Hospital

Phase 1: 105-bed in-patient facility with medical office building and garage
Phase 2: 600-bed in-patient facility

City Infrastructure Developments

Cheech Marin Center for Chicano Art, Culture & Industry

Renovation of 1964, 61,420 SF building; hosts finest private collection of Chicano art in the United States; expected to open in 2020; grant funding by State of $10.7 million

CALIFORNIA AIR RESOURCES BOARD

380,000 SF building for vehicle emissions testing and research; 19-acre site; LEED Platinum building with 120 electric vehicle charging stations; 460 employees; $419M project

New Main Library

42,000 SF building with outdoor plaza for community events; expected to open in 2020

New Developer Projects

Northside Innovation District

1,400 acre project with Specific Plan under development; features enhanced recreation facilities and trail network; Spanish Town Heritage Center; New Police HQ and training facility

Packing House District

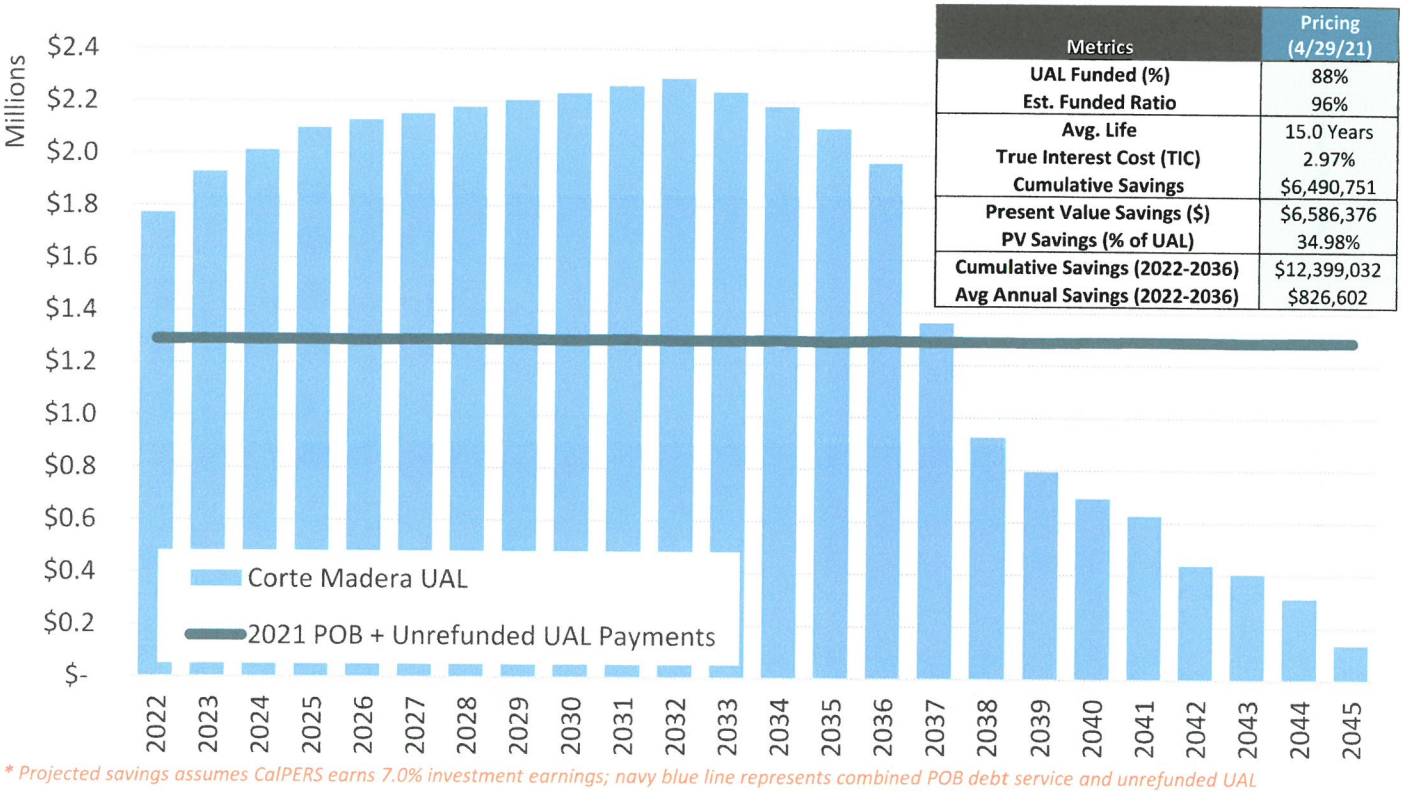
Plan to revitalize historical citrus packing houses and Marketplace; will integrate downtown area with City's east side; Site of mixed use development and future transportation hub

APPENDIX C: TOWN OF CORTE MADERA POB CASE STUDY AND PRESENTATION

THE TOWN OF CORTE MADERA
MARIN COUNTY CALIFORNIA

$18,955,000
Town of Corte Madera
2021 Pension Obligation Bonds (POBs) – "AAA" Rated
Sold: April 29, 2021 @ True Interest Cost: 2.97%

- **Savings!** $12,400,000 estimated savings over next 15 years
  - Over $6,500,000 present value (35% of Refunded UAL)*
- **Enhanced Financial Resiliency:** *"What-If" stress-testing / risk assessment* demonstrates that Town can now better absorb increased payment shocks from CalPERS underperformance
- **Comprehensive & Inclusive 18-month Evaluation Process:** Considered wide array of options, GFOA/stakeholder objections, opportunities and risks
- **Pension Funding Policy:** Commits Town towards financial path to address pension challenge
  - Includes dedicating POB savings towards reserves, Section 115, CalPERS ADPs and early POB pay off
- **Credit Rating Upgrade to "AAA"!** Town upgraded from AA+ to AAA based on improved financial performance and new financial policies



Metrics	Pricing (4/29/21)
UAL Funded (%)	88%
Est. Funded Ratio	96%
Avg. Life	15.0 Years
True Interest Cost (TIC)	2.97%
Cumulative Savings	$6,490,751
Present Value Savings ($)	$6,586,376
PV Savings (% of UAL)	34.98%
Cumulative Savings (2022-2036)	$12,399,032
Avg Annual Savings (2022-2036)	$826,602

** Projected savings assumes CalPERS earns 7.0% investment earnings; navy blue line represents combined POB debt service and unrefunded UAL*

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www.NHAadvisors.com

NHA ADVISORS
Financial & Policy Strategies. Delivered.

Corte Madera
CalPERS UAL Restructuring Update
Project Update, Stress Testing Results, Recommended Structuring Option

The Town of Corte Madera

NHA | ADVISORS
Financial & Policy Strategies. Delivered.

April 6, 2020

Background

- **July 2020:** 8-page Pension Summary Report prepared for staff and council
- **August – October 2020:** Several presentations made to Finance Committee and City Council related to CalPERS UAL cost management strategies and in-depth discussions related to the UAL Restructuring concept using Pension Obligation Bonds (POBs)
- **November 2020:** City Council approval of POB bond documents and court validation initiation
- **December 2020 – April 2021**
  - Continued POB options evaluation / stress testing
  - Underwriter RFQ (Oppenheimer & Co.)
  - Drafted Preliminary Official Statement (prospectus for investors)
  - Prepared Credit rating presentation
  - Pension Funding Policy developed
- **April 6, 2021:** POB market update, stress testing results, restructuring options, and summary of Town's pension funding policy

POB Market Update – Recent Issuances

- Over the last 12 months, about 40 agencies have issued UAL Restructuring Bonds
- Interest rates have ranged from 2.54% to about 4.25%
- Last 5 cities to come to market have achieved < 3.0% interest rates
  - Huntington Beach, Orange, Chula Vista, Downey, Monterey Park and El Cajon
- Historically low interest rates due to significant investor demand and "credit spread" tightening
- After Chula Vista's 2.54% rate (24-year maturity) in February, rates have increased >65 bps (0.65%) due to inflationary concerns

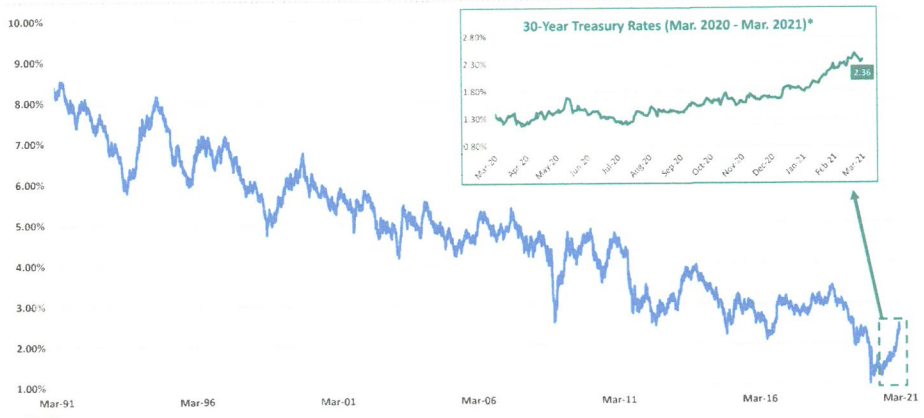
	Huntington Beach*	Orange	Chula Vista	Downey	Monterey Park*	El Cajon	Ukiah	Coachella	Gardena
	(2021)	(2021)	(2021)	(2021)	(2021)	(2021)	(2020)	(2020)	(2020)
	$363,645,000	$286,485,000	$350,025,000	$113,580,000	$106,335,000	$147,210,000	$49,875,000	$17,590,000	$100,590,000
	AA+	AA	AA	AA	AA	AA	A+	AA-	AA-

	Arcadia	Placentia	Torrance	Novato Sanitary District	Azusa	Pomona	West Covina	Grass Valley	North County Fire Protection District
	(2020)	(2020)	(2020)	(2020)	(2020)	(2020)	(2020)	(2020)	(2020)
	$90,000,000	$52,950,000	$349,515,000	$6,467,000	$70,075,000	$219,890,000	$204,095,000	$18,311,000	$20,305,000
	AAA	BBB+	AA	Private Placement	AA-	AA-	A+	Private Placement	AA-

	Carson	El Monte*	Riverside	Inglewood*	Montebello*	Ontario	Larkspur	Riverside County	Pasadena
	(2020)	(2020)	(2020)	(2020)	(2020)	(2020)	(2020)	(2020)	(2020)
	$108,020,000	$118,725,000	$432,165,000	$101,620,000	$153,425,000	$236,585,000	$18,295,000	$719,995,000	$131,805,000
	AA-	A+ (ins.)	AA	AA- (ins.)	A+ (ins.)	AA	AAA	AA	AAA

* Secured by pension tax override

Taxable Interest Rate Trends (30-Year Treasury Rates)



*Interest rates through March 26, 2021.

POB Market Update

Credit Spread (Orange) and POB Interest Rate (Blue) Trends

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POB Market Update – Impact on Corte Madera?

- In Fall 2020, estimated interest rates for the POB were estimated to be ≈3.75%
- Current interest rates are approximately 3.20%
  - Treasury rates have increased roughly 65 basis points (since January 2021) but spreads have decreased over 1.20% since last year
- Volatility will exist until POB priced (locking interest rates)
  - Stress testing is important to understand impact on savings
- Current market conditions (no cushion) used for analysis on following slides

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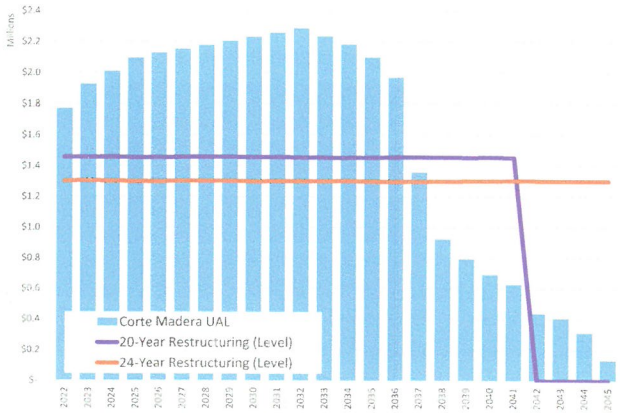
Refined POB Structuring Options

- Two restructuring options
  - 20-year option (shortening of term)
  - 24-year option (maintains same term as CalPERS UAL)
- **Shape:** Both options structured to achieve level payments overall (POB debt service plus any unrefunded UAL)
- **Size:** 88% of UAL refinanced; bringing funding ratio to about 95-97%
  - Reduces risk of being "overfunded" (i.e., > 100% funding ratio)



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Refined POB Options & Savings Analysis

- $6M-$7M of estimated present value savings
- Annual cash flow savings $660K-$815K (next 15 years)
- 20-year lower interest rate than 24-year
- 24-year provides higher cash flow savings over next 15 years which enhances resiliency to future CalPERS shocks (losses)
  - i.e. – more capacity to absorb new UAL from CalPERS underperformance

Metrics	20-Year Restructuring (Level)	24-Year Restructuring (Level)
UAL Funded ($)	$18,829,414	$18,829,414
UAL Funded (%)	88%	88%
Funded Ratio	97%	97%
Avg. Life (Avg. Weighted Maturity)	11.4 Years	14.2 Years
All-In Interest Rate	3.01%	3.18%
Cumulative Savings (Through Maturity)	$8,305,319	$6,205,155
PV Savings ($ - Discounted @ Bond Rate)	$6,820,381	$6,383,535
PV Savings (% of UAL - Discounted @ Bond Rate)	36.22%	33.90%
PV Savings ($ - Discounted @ 7.0%)	$5,230,918	$5,737,895
PV Savings (% of UAL - Discounted @ 7.0%)	27.78%	30.47%
Cumulative Savings (2022-2036)	$9,894,569	$12,232,164
Average Annual Savings (2022-2036)	$659,638	$815,478

Note: All savings estimates assume future annual CalPERS earnings of 7.0%

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Stress Testing / Risk Assessment

Overview of Scenarios

Base Case (previous slide): CalPERS earns 7% every year in the future

Stress Test #1: Discount Rate Reduction from 7.0% to 6.5% in FY 2022 (GovInvest)

Stress Test #2: Sustained Underperformance @ 5.5% annual returns (GovInvest)

Stress Test #3: Another "2008 Recession" Starting in FY 2022 (GovInvest)

Stress Test #4: Break-Even Market Crash (High-Level NHA Estimate)

- On the following slides, first three stress tests will be charted (for both the 20 and 24-year POB)
- Blue line will represent new payments if Town doesn't issue a POB, and purple/orange dotted lines will represent payments if the Town DOES issue a POB
- The reduction in POB savings will also be shown from each of the stress tests

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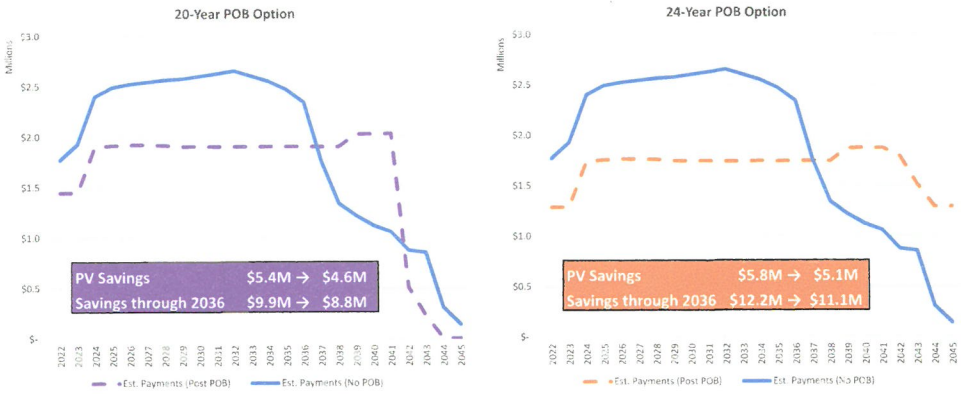
Stress Test #1: Discount Rate Reduction/Returns from 7.0% to 6.5%

Savings Reduced by ≈$800K vs Base Case



Note: PV savings assumes 6.5% actuarial discount rate

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Stress Test #2: Sustained Underperformance (5.5% Annual Returns)

Savings Reduced by ≈$1.7 Million vs Base Case

Note: PV savings assumes 7% actuarial discount rate

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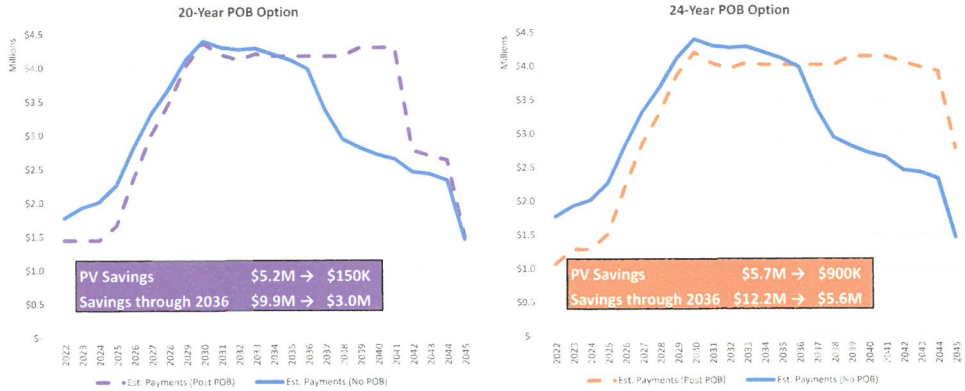
Stress Test #3: 2008-Like Recession Immediately After POB

Savings Reduced by ≈$5 Million vs Base Case



Note: PV savings assumes 7% actuarial discount rate

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Stress Test #4: Break-Even Market Crash With No Recovery

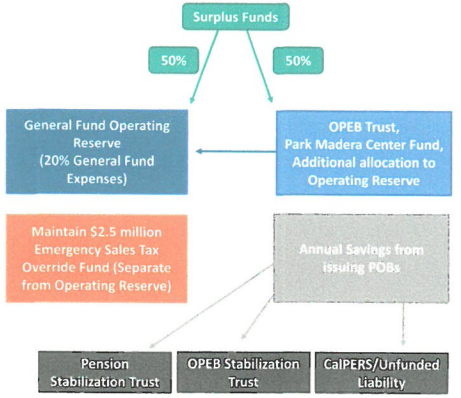
How Much Negative Returns in Year 1 to Wipe Out Savings?

- Based on high-level NHA estimates, the proposed POB could withstand an approximate negative 25% to 29% return in Year 1 before PV savings are eliminated
  - 32% – 36% away from 7% target
- Example:
  - ≈$6.5 million of estimated PV savings
  - Impact of 25% to 29% negative returns in year 1:
    - No POB: $17.5M of new UAL
    - With POB: $24M of new UAL
    - Differential: $6.5M

New Proposed Reserve and Pension Funding Policy

Credit Strength and Will Ensure Policy Driven Leveraging of POB Savings

- Increases Town's operating reserve from 10% to 20%
- Maintains $2.5M emergency reserve held in the Sale Tax Override Fund
- Directs savings recognized from issuing POBs to be deposited in the Pension Stabilization Trust, OPEB Trust or sent directly to CalPERS for UAL



Recommendation

- **Staff and NHA Advisors recommend 24-year restructuring option**
  - Slightly higher interest rate will be offset by additional cash flow savings ($155K/year or $2.3M over next 15 years) to provide Town with **enhanced resiliency to absorb future CalPERS investment return shocks**
- Significant portion of near-term cash flow savings is guaranteed based on how CalPERS future returns will impact scheduled payments (2-year lag + 5-year ramp up in payments) as demonstrated by stress testing
- 24-year option will allow reserve levels, including Section Trust, to be funded to higher levels than the 20-year option
  - If there is a future downturn, this money can be strategically transferred to offset new UAL (through Section 115 Trust or through CalPERS)
  - If no UAL remains, Town can apply funds to redeem POB early

Next Steps

- April 6th (Tonight) – guidance on recommended POB option
- April 8th – Credit rating meeting with Standard & Poor's
- April 20th – Final Town Council approval of POS
- April 21st - validation proceedings formally complete
- Late April – pricing (locked POB interest rate)
- Early May – closing and funds delivered to CalPERS (UAL paid off)

APPENDIX D: CITY'S DEBT PROFILE

City of Pittsburg

as of June 15, 2021

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Delivery Date	Deal Name/Type of Issue	Issued Amount	Outstanding Amount	Outstanding Coupon Range	Issuer	Purpose	Final Maturity	Current Underlying Rating	Insured Rating @ Issue	Call Features	Tax Status	Underwriter / Placement Agent	Insurer	Bond Counsel	Financial Advisor
General Fund Obligations								(M/S&P/F)							
4/24/2019	2019 Capital Lease (Holman Capital Corporation)	$ 261,368	$ 162,683	3.80%	City	New Money	4/24/2019								
11/15/2018	2018 Capital Lease (Holman Capital Corporation)	$ 549,017	$ 287,415	3.80%	City	New Money	11/15/2023								
4/5/2018	2018 PG&E Loan**	$ 213,294	$ 167,085	0.00%	City	New Money	FY 2028								
4/2/2018	2018 Master Tax-Exempt Lease (Key Government Finance, Inc.)	$ 606,044	$ 121,208	0.00%	City	New Money	5/3/2022								
5/31/2012	2012 CEC Energy Conservation Loan	$ 571,097	$ 143,568	3.00%	City	New Money	6/22/2022								
6/27/2006	2006 Taxable Pension Funding Bonds*	$ 39,566,056	$ 22,850,000	5.864% - 6.115%	City	New Money	7/1/2035	- / AA- / A+	AA	Make-Whole	Taxable	De La Rosa / Piper Jaffray	MBIA	Orrick	PFM
Total General Fund Obligations		$ 41,766,876	$ 23,731,959												
Water/Wastewater Enterprise Fund Obligations								(M/S&P/F)							
11/15/2016	2016A Refunding Water Revenue Bonds	$ 30,070,000	$ 24,570,000	3.00% - 5.00%	City	Refunding	8/1/2034	- / Aa3 / -		8/1/2026	Tax Exempt	Morgan Stanley	N/A	Jones Hall	PFM
11/17/2014	2014 I-Bank Installment Sale Agreement	$ 11,387,398	$ 9,944,520	3.51%	City	New Money	8/1/2044	N/A							
Total Water/Wastewater Enterprise Fund Obligations		$ 41,457,398	$ 34,514,520												
Successor Agency Obligations								(M/S&P/F)							
6/7/2016	2016A Subordinate TAB Refunding	$ 120,085,000	$ 120,085,000	5.00%	SA	Refunding	9/1/2029	- / BBB+ / BBB-	AA	9/1/2026	Tax Exempt	Morgan Stanley	AGM	Jones Hall	PFM
6/7/2016	2016C Subordinate TAB Refunding	$ 37,755,000	$ 6,325,000	5.00%	SA	Refunding	9/1/2021	- / BBB+ / BBB-	AA	Non-Callable	Tax Exempt	Morgan Stanley	AGM	Jones Hall	PFM
2/10/2016	2016A Taxable Housing Set Aside TAB Refunding	$ 13,845,000	$ 9,690,000	2.869% - 3.984%	SA	Refunding	8/1/2029	- / BBB+ / A	AA	8/1/2026	Taxable	Morgan Stanley	AGM	Jones Hall	PFM
6/26/2014	2014 Tax Allocation Refunding Bonds	$ 67,445,000	$ 27,165,000	5.00%	RDA	Refunding	8/1/2029	- / A / AA-	AA	8/1/2024	Tax Exempt	Stifel	AGM	Meyers Nave	PFM
12/14/2006	2006A Housing Set Aside Tax Allocation Bonds	$ 11,020,000	$ 7,765,000	5.125% - 5.311%	RDA	New Money	8/1/2036	- / BBB+ / A	AA	Make-Whole	Taxable	De La Rosa / Piper Jaffray	Ambac	Orrick	PFM
11/17/1999	1999 Tax Allocation Bonds***	$ 30,106,537	$ 85,495,000	6.10% - 6.20%	RDA	New Money	8/1/2030	- / A / AA-	AA	Non-Callable	Tax Exempt	US Bancorp / Piper Jaffray	Ambac	Orrick	N/A
Total Successor Agency Obligations		$ 280,256,537	$ 256,525,000												
Land Secured Obligations								(M/S&P/F)							
6/30/2015	2015 Special Tax Refunding Bonds	$ 9,655,000	$ 7,880,000	2.750-5.000%	CFD No. 2005-2 (Vista Del Mar)	Refunding	9/1/2035	N/A	N/A	9/1/2025	Tax Exempt	Stifel	N/A	Meyers Nave	PFM
8/25/2011	2011A Reassessment Revenue Refunding Bonds	$ 15,585,000	$ 7,005,000	4.00% - 5.00%	IFA	Refunding	9/2/2031	- / AA / -	AA	9/2/2021	Tax Exempt	Piper Jaffray / Stinson Securities	AGM	Meyers Nave	PFM
8/25/2011	2011B Subordinated Reassessment Revenue Refunding Bonds	$ 2,255,000	$ 1,010,000	4.75% - 5.75%	IFA	Refunding	9/2/2031	N/A	N/A	9/2/2021	Tax Exempt	Piper Jaffray / Stinson Securities	AGM	Meyers Nave	PFM
10/1/2002	2002 Limited Obligation Improvement Bonds	$ 4,405,000	$ 2,645,000	5.75% - 5.875%	AD 2001-03	New Money	9/2/2032	N/A	N/A	Callable	Tax Exempt	US Bancorp / Piper Jaffray	N/A	Orrick	N/A
Total Land Secured Obligations		$ 31,900,000	$ 18,540,000												

* Composed of term bonds and CABs

** Principal payments paid monthly; principal outstanding as of 6/30/20

*** CABs

APPENDIX E: EXAMPLE PENSION FUNDING POLICIES

CITY OF CHULA VISTA			
SUBJECT: Pension & OPEB Reserve Fund Policy	**POLICY NUMBER**	**EFFECTIVE DATE**	**PAGE**
			1 of 2
ADOPTED BY: Resolution No.		**DATED: November 3, 2020**	
AMENDED BY:			

BACKGROUND

The following policy has been developed in response to large annual pension cost increases as a result of current and retired employees living longer, lower than anticipated investment returns by CalPERS over the last several years, and CalPERS policies adopted that require all cities to payback all unfunded pension liability over the next thirty years for existing unfunded liability and over twenty years for any new unfunded liability. This policy will formalize a funding mechanism for the establishment of a Pension Reserve Fund (PRF) to be used at the City's discretion to help offset future pension cost increases. As of June 30, 2020 the total Miscellaneous plan Unfunded Actuarial Liability (UAL) was $190,478,272 and the total Safety plan UAL was $163,766,889.

The City also provides certain Other Pension Employment Benefits (OPEB) in the form of subsidized health care rates for tier 1 retirees. As of June 30, 2019 the total OPEB liability for the City is $15,938,213. The City budgets the implied subsidy amounts on an annual basis.

PURPOSE

To establish a formal City Pension Reserve Fund Policy and OPEB Reserve Fund Policy.

POLICY

Allocation Methodology

This policy amends the General Fund Reserve Policy – Fiscal Health Plan, all allocations for the PRF will only occur after the full funding of the 15% General Fund Operating Reserves.

Upon meeting the 15% General Fund Operating Reserves 75% (seventy-five percent) of all future surplus funds shall be transferred to the PRF for the purposes of that fund while the remaining 25% (twenty-five percent) is allocated to the Economic Contingency Reserves and Catastrophic Event Reserves in accordance with the General Fund Reserve Policy- Fiscal Health Plan. In the event all three General fund reserve accounts are fully funded at the stated policy percentage, 100% of surplus funds will be transferred to the PRF until it reaches 15% of General Fund Expenses (excluding Measure A & P, identical dollar amount to the General Fund Operating Reserves).

Ongoing surplus funds are determined upon the close of the fiscal year if revenues exceed actual expenditures within the General Fund. Special consideration shall be made by the Finance Director each year when determining potential Surplus Funds so as not to leave any General Fund supported funds (Workers Compensation, Public Liability, Insurance Fund) with a negative fund balance.

In addition, if Pension Obligation Bonds are issued, the City shall budget a minimum of 75% of the net annual savings (determined at bond issuance for years 1-10, not adjusted annually for any new unfunded liability or change in actuarial assumptions) for bond fiscal years 1 through 10 to be transferred to the

CITY OF CHULA VISTA			
SUBJECT: Pension & OPEB Reserve Fund Policy	**POLICY NUMBER**	**EFFECTIVE DATE**	**PAGE**
			2 of 2
ADOPTED BY: Resolution No.		**DATED: November 3, 2020**	
AMENDED BY:			

Pension Reserve Fund on an annual basis. This fund will take the form of a Section 115 Trust and will replace the Pension Reserve Fund described above. Upon full funding of the 15% Pension Reserve Fund in the 115 Trust, all surplus funds will be allocated 50% to an OPEB Reserve Fund and 50% to an POB Bond Call Fund. Once 75% funding of outstanding OPEB liability is achieved, all remaining surplus funds will be deposited into the POB Bond Call Fund. The Finance Department shall provide a comprehensive reserve fund status report, including five-year reserve fund balance projections, annually to the City Council along with the Comprehensive Annual Financial Report.

In the event of an economic hardship, or other unanticipated fiscal emergency, the City Council may make an emergency declaration to reduce the annual transfer to the PRF, only if all funds in the Emergency Reserve and Economic Contingency Reserve have been depleted. This declaration will only apply to the fiscal year in which it was made. Ongoing fiscal challenges will require a second or third emergency declaration.

Other Provisions

PRF funds may be used towards: repayment of future CalPERS unfunded liability in part or whole; the issuance of debt for the purposes of refinancing or issuing pension obligation bonds or other similar debt instruments; establishment of an OPEB reserve fund; to pay off any outstanding POB's; and any other unanticipated pension related cost or charge. The Finance Department shall create the PRF in the fiscal year in which the first scheduled transfer is to occur.

It is anticipated that pension fund contributions will eventually stabilize around the year 2030 and will slowly be reduced until the outstanding unfunded pension liability is paid in full by the year 2045. Pension Obligation Bonds may be considered to smooth the impacts over that twenty-four-year period. This PRF will remain in place until such time pension contributions have stabilized and the City has no remaining unfunded liability or projected liability in the future.

If any part of this Policy conflicts with Federal or State laws, or the City of Chula Vista Municipal Code, or Charter, those laws will take precedence over this Pension Reserve Fund Policy.

Definitions:

Surplus Funds – Actual revenues exceeding expenditures, if applicable, for each fiscal year. The surplus funds determination is typically made around October of each year for the prior fiscal year.

Bond Fiscal Year – Begins the first fiscal year immediately following the issuance of pension obligation bonds.

THE TOWN OF CORTE MADERA
MARIN COUNTY CALIFORNIA

CORTE MADERA TOWN COUNCIL
STAFF REPORT

REPORT DATE: March 11, 2021
MEETING DATE: April 6, 2021

TO: Honorable Mayor and Members of the Town Council

FROM: Daria Carrillo, Finance Director DBC

SUBJECT: Approval of a Reserve Policy

☼ ☼ ☼ ☼ ☼ ☼ ☼ ☼

RECOMMENDED ACTION:

Staff recommends that the Town Council adopt the attached Resolution approving a Reserve Policy.

BACKGROUND:

A key component of a financially stable organization is sufficient reserves. Strong reserves allow an organization to weather economic downturns and address unexpected emergencies while keeping impacts to Town services to a minimum.

The Town's current reserves include a 10% Operating Fund reserve and a $2.5 million reserve in the Corte Madera Sales Tax Override Fund. Sanitary District No. 2 of Marin County, a subsidiary of the Town, has a separate $2.5 million reserve.

In addition to the reserves noted above, the Town has established an irrevocable Section 115 pension stabilization trust. The balance in this trust can only be used to pay for pension expenditures. As of December 31, 2020, the balance in the trust is $3,867,572.

The Town has also established a trust for Other Post Employment Benefits (OPEB). The balance in this trust can only be used to pay for retiree health care expenditures. As of December 31, 2020, the balance in this trust is $3,732,030.

DISCUSSION:

Staff recommends the following reserves:

OPERATING FUND RESERVE:

The Town currently maintains an operating reserve of 10% of operating expenditures and transfers to other funds. As of June 30, 2020, this reserve amount was approximately $2.1 million. Staff recommends that the Town Council increase this reserve to 20%. A 20% reserve is equivalent to approximately 2.5 months of expenditures.

In order to meet the 20% reserve, staff recommends that half of all future surplus revenue shall be transferred to the operating fund reserve until the 20% reserve is established. Operating surplus revenue is determined upon the close of the fiscal year if revenue exceed actual expenditures and transfers to other funds within the operating fund. Special consideration shall be made by the Finance Director each year when determining potential surplus funds so as not to leave any General Fund supported fund, such as the Insurance Fund, with a negative fund balance.

The remaining half of future surplus revenue may be used for transfer to the OPEB trust, reduction of the deficit in the Park Madera Center Fund, which is currently approximately $2.1 million, additional allocation toward the increased operating reserve, or other Town expenditure as approved by the Town Council.

Town staff has been informed that the Town will receive approximately $1.8 million as its share of the American Rescue Plan. If the Town receives these funds, staff recommends depositing $300,000 in the Park Madera Center Fund in order to reduce the deficit in that fund and to offset losses incurred due to the COVID 19 emergency. Staff recommends that the remaining funds be designated toward the 20% reserve.

CORTE MADERA SALES TAX OVERRIDE FUND RESERVE:

Staff recommends retaining the $2.5 million emergency reserve currently held in this fund.

PENSION RESERVE:

The Town's projected unfunded accrued liability (UAL) for June 30, 2021 is $21.4 million. This includes miscellaneous (non-safety) employees as well as Fire Department employees prior to the transfer of employees to Central Marin Fire Authority in March 2019.

The Town's unfunded liability payment has increased from approximately $733,000 in 2015 to $1,324,259 in the current fiscal year. This does not include normal cost, the annual cost of service for the upcoming fiscal year for current employees, or shared plan costs, such as shared costs for police and fire services that are provided through Joint Powers Authorities (JPA).

Pension cost increases are largely out of the Town's control and are due primarily to actuarial assumption changes made by CalPERS, and the lowering of the discount rate by CalPERS due to below average investment returns.

The Town has taken steps to address its pension obligations, including establishing the trust fund mentioned above to mitigate future volatility with respect to required CalPERS payments. Additionally, Town employees who are members of the CalPERS Classic Plan are required to pay 5.5% of salary toward the employer contribution for normal cost in addition to the required 8% employee contribution, for a total of 13.5%.

At this time the Town does not employ safety employees, but Fire Department employees formerly employed by the Town and enrolled in the CalPERS classic 3% at 50 plan are now employed by Central Main Fire Authority and enrolled in the 3% at 55 plan. As a new agency, Central Marin Fire Authority has no material pension obligation as of the most recent CalPERS actuarial report. Liability for these employees prior to March 25, 2019 is retained by the Town and included in the $21.4 UAL. Regarding Police Department retirement costs, the Town shares liability with City of Larkspur and Town of San Anselmo, the other members of Central Marin Police Authority. Each agency is responsible for 1/3 of the UAL for police retirement costs attributed to these agencies.

Staff proposes a establishing a pension reserve policy as follows:

- If Pension Obligation Bonds are issued, the Town shall budget all of the net annual savings to be expended on the Town's unfunded pension or retiree obligations to the extent there exists an unfunded liability for post-retirement benefits. If there is an unfunded liability for post- retirement benefits, the Town's savings under this proposed policy may be deposited in the Town's pension stabilization trust, its OPEB trust fund, or may be paid directly to CalPERS for the purpose of paying its unfunded pension liability.

- In the event of an economic hardship, or other unanticipated fiscal emergency, the Town Council may make an emergency declaration to use the net savings for other purposes.

- The Town's current pension stabilization trust fund may be used toward the repayment of future CalPERS unfunded liability, in part or in whole, or for other CalPERS retirement costs, including the CalPERS normal cost.

- The Town Finance Committee will review this policy each year and will make recommendations to the Town Council regarding possible changes.

It is anticipated that pension fund contributions will stabilize in approximately 2030 and will slowly be reduced until the outstanding unfunded pension liability is paid in full by the year 2045. Pension Obligation Bonds may be considered to smooth the impacts over this period. The pension stabilization trust will remain in place until pension contributions have stabilized and the Town has no remaining unfunded pension liability or projected liability.

FISCAL IMPACT:

The approval of these policies would result in the establishment of the reserves discussed above.

- The operating fund reserve would increase by approximately $2 million. The timeline for achieving this reserve is dependent on future surplus reserves.
- The Corte Madera Sales Tax Override Fund would remain unchanged.

- If the Town issues Pension Obligation Bonds, the initial annual savings (in FY 2022) are estimated to be approximately $300,000 to $450,000 and average $660,000 to $815,000 through 2036 depending on the Pension Obligation Bond structure selected by the Town Council. Savings would be deposited into one of the Town's trust funds or paid to CalPERS to reduce the unfunded liability.
- The Town will have the ability to pay off the pension obligation bonds early, not directly from the 115 trust, but with other available Town funds.

ENVIRONMENTAL IMPACT:

This activity is not defined as a project under CEQA (Section 15378 CEQA Guidelines).

OPTIONS:

1. Adopt the attached Resolution.
2. Direct staff to make changes to the policy and Resolution.
3. Take no action.

ATTACHMENTS:

1. Resolution No. 14/2021

THIS ITEM HAS BEEN REVIEWED AND APPROVED BY THE TOWN MANAGER.

APPENDIX F: NHA LEAD ADVISORY TEAM RESUMES

Public Finance Professional Since:
1990

Expertise

- Cities and Special Districts
- Utility Expert - Water, Wastewater, Refuse, Land-Secured
- Expert on Educational Presentations, Public Speaking

Education

Berkeley
UNIVERSITY OF CALIFORNIA

- B.S. Urban Land Economics and Finance
- MBA, Haas School of Business

Licenses & Registrations

- Registered with the SEC and MSRB
- Series 50 License
- Series 54 License

Eric Scriven, *Principal*

Since 1990, Mr. Scriven has developed a generalist background and common-sense approach to solving problems and "going the extra mile" to serve his municipal and special district clients. He provides a high level of due diligence, always developing the widest array of strategic options, using his skills (and his fiduciary ethos towards his clients) to be their agent and energetic advocate during negotiations with other parties, and an efficient and effective project manager when called upon to act in a municipal advisory or investment banking (at prior firms) role.

Mr. Scriven has developed an expertise in lease, utility revenue, land secured and pension restructuring transactions. His assignments have ranged from large, AAA metropolitan city credits to non-rated, "story bond" financings in remote locations. As banker and advisor, he has successfully structured and closed, variable rate notes, interest rate swaps and caps, forward closing bonds, anticipation notes, transactions with extraordinary redemption flexibility, as well as many long-term fixed rate bonds. Mr. Scriven draws upon his years as an investment banker to advise his clients on how they may best match their goals and objectives with feasible solutions that will be accepted by underwriters and investors. Additionally, he uses this detailed experience to assist his clients during the bond sale process to be an active participant to help secure optimal results.

Between virtual visits to city halls and time spent in the office, Eric actively seeks out outdoor adventures. Kings Canyon, Colorado's Crested Buttes, Half Dome, Glacier NP, the Mt. Shasta summit and the Grand Canyon—and always the Pacific Ocean—are recent and very memorable destinations!

Mr. Scriven earned his MBA from the Haas School of Busines and his B.S. in Finance and Urban Land Economics from UC Berkeley. He holds Series 50 (Registered Municipal Advisor) and Series 54 (Municipal Principal) licenses.

Mike Meyer, *Vice President*

Public Finance Professional Since:
2003

Expertise

- General Fund Financing
- Pension Obligations
- Utility Financing
- Redevelopment Financing and Tax Increment Modeling
- Project Management
- Financial Modeling
- Credit Analysis and Presentations

Education

UC San Diego

- B.S. Management Science

Licenses & Registrations

- Registered with the SEC and MSRB
- Series 50 License

Since 2003, Mr. Meyer has been providing a high level of support to California municipalities as an advisor, consultant, and an investment banker. He manages NHA's San Diego office and the firm's Pension and Fiscal Sustainability Group.

Mr. Meyer has executed all types of financings available to California municipalities, including pension obligation bonds, utility revenue (water/wastewater/storm drain), general fund backed leases, tax increment, general obligation, transportation, land secured, housing and sales tax transactions. Mike's clients range from medium/large cities like Oxnard, Riverside, Chula Vista and Berkeley to smaller cities like Corcoran, Riverbank and Ukiah, to special district's such the Novato Sanitary District and North County Fire Protection District.

As the firm's resident pension expert, Mr. Meyer also manages NHA's Pension and Fiscal Sustainability Group, which has advised over 45 California local agencies on topics ranging from basic CalPERS education, to UAL cost management strategies (Section 115 Trusts, Additional Discretionary Payments, etc.), to UAL restructuring projects. In 2015, he led the firm's efforts to pioneer some of the first UAL "smoothing" transactions, which were executed as privately placed lease revenue bonds given that POBs were not feasible at that time. As the POB market re-emerged in 2018 and 2019, Mike has recently worked on over $1.5 billion of pension bond transactions for cities, utilities districts and fire districts. This experience includes all types of UAL financing structures: both privately placed debt as well as publicly offered, validated and non-validated POBs, as well as alternative structured like lease revenue bonds and utility revenue bonds. Notable transactions include the $450 million City of Riverside POB (closed 2020), $120M El Monte Tax Override Secured POB, $350 million City of Torrance Lease (closed 2020) and the $350 million Chula Vista POB (January 2021 expected pricing).

Mike and the Pension Group pride itself on delivering an agnostic, comprehensive process to evaluate cost management strategies, including (1) comprehensive staff and stakeholder education, (2) agnostic evaluation of all options available and the pros/cons, and (3) stress testing to assess the downside risks (reinvestment and market timing) of pension bonds. Mike has spoken on this topic in several public forums, including CSMFO chapter meetings.

Prior to NHA Advisors, Mike served as a Principal with Eric Scriven (NHA partner) at p2 Capital Advisors (2012 to 2014), providing independent consulting and advisory work to numerous California public agencies. Prior to that, he served as a Vice President at De La Rosa Investment Bankers. Mike has also worked on several unique financing programs in his career including the 2004 Vehicle License Fee (VLF) pooled financing (>100 different city participants), 2009 Beverly Hills OPEB Buyout, 2016 Berkeley Parking Revenue Bonds for a new downtown garage, transportation revenue secured financings (gas tax and local sales tax return) for Oxnard and Lancaster, and lease bonds to fund CalPERS UAL in the cities of Torrance, Ukiah, West Covina, Lakeport and Arcata.

From 2013 to 2017, Mike also helped coach the Division I UC Davis Men's Tennis team and obtain the program's first national ranking and NCAA tournament berth. Mike enjoys being active and in nature, spending his free time backpacking, hiking, surfing, playing sports and is a dedicated practitioner of yoga and meditation.

NHA | ADVISORS
Financial & Policy Strategies. Delivered.

Leslie Bloom, *Vice President*

Public Finance Professional Since:
2007

Expertise

- General Fund Financing
- Redevelopment Financing and Tax Increment Modeling
- Pension Obligations
- Utility Financing
- Project Management
- Financial Modeling
- Credit Analysis and Presentations

Education

THE UNIVERSITY OF ARIZONA

- B.S. Accounting and Finance

Licenses & Registrations

- Registered with the SEC and MSRB
- Series 50 License

Since 2007, Ms. Bloom has provided municipal advisory and implementation services for public agencies throughout California. Prior to joining NHA Advisors in February 2021, Leslie worked in Public Finance Debt Investment Banking, most recently with Raymond James. In an investment banking role, Leslie completed over 200 senior managed and private placement financings totaling more than $3.5 billion par, working with a wide variety of public agencies throughout the State. Leslie's experience includes general fund lease, tax allocation, land secured, utility (water and wastewater), sales tax, general obligation, pension obligation, and short-term notes.

Leslie is active with CSMFO and Women in Public Finance. She is currently a Board Member for the San Diego chapter of women in Public Finance.

Leslie received her BS in both Accounting and Finance from the University of Arizona.

Craig Hill, Managing Principal

Public Finance Professional Since:
1989

Expertise

- Cities and Special Districts
- Renewable & Energy Efficiency Financing
- Utility Expert – Water, Wastewater, Refuse
- Educational Presentations, Public Speaking
- Public Finance and Policy Leadership
- Voter-Approved Financing

Education

UC DAVIS
UNIVERSITY OF CALIFORNIA

- B.S. Managerial Economics
- B.S. Agricultural Economics

Licenses & Registrations

- Registered with the SEC and MSRB
- Series 50 License

Mr. Hill has been a public finance professional since 1989 and is a founding partner of NHA Advisors, LLC. His clients include California cities, special districts, counties, K-12 school districts and former redevelopment agencies throughout the State. In addition to providing traditional financial advisory expertise on public finance, Mr. Hill's expertise includes advising on public policies related to financial matters, appropriate reserve levels and capital finance requirements. His understanding of local government and the operational components (public safety, water, sewer, marinas, airports, golf courses and other enterprise funds) provides a professional basis to assist public agencies in developing sound financial planning practices.

Mr. Hill's technical experience includes advising on the issuance of water and sewer revenue bonds, general obligation bonds, tax allocation bonds, certificates of participation, tax and revenue anticipation notes, land-secured improvement bonds, and bond anticipation notes. In addition to traditional projects, Mr. Hill is also active in energy efficiency and renewable energy project financing including power purchase agreements.

Mr. Hill regularly speaks on public finance, renewable and energy efficiency project finance and public policy matters to professional associations including the League of California Cities, the California Society of Municipal Finance Officers, California Debt and Investment Advisory Commission, Municipal Management Association of Northern California (MMANC), the Milken Institute and Carbon War Room.

Prior to founding NHA Advisors, Mr. Hill began his public finance career as a financial analyst for the Sacramento Municipal Utility District (SMUD) to evaluate the financial and economic feasibility of the Rancho Seco Nuclear Power Plant Plan. In addition to working for the SMUD, Mr. Hill worked for the State of California (Office of Energy Assessments) to develop financing programs for statewide facility upgrades mandated by the governor. Since joining the private practice, he managed the financial services group of Jones Hall Hill & White, a premier bond counsel firm in San Francisco. Mr. Hill began his own municipal advisory practice with Mark Northcross in 1996 after working for Kelling, Northcross & Nobriga.

In addition to working as a municipal advisor, Mr. Hill serves as a board member for the HdL Companies and has served as a member of the Novato Park & Recreation Commission, Novato Investment Committee, and Novato Budget Committee. He has also served on the board of directors for the Novato Youth Soccer Association and as President of the Novato Lacrosse Club. He is enjoying the fruits of his parental labor with four kids in high school or college and playing competitive lacrosse at the highest level.

Public Finance Professional Since:
1981

Expertise

- Public Policy
- Utility Financing
- Climate Change Infrastructure
- Development/Land-Secured Financing
- Economic Development
- Developer Negotiations
- Pension Financing

Education

UC IRVINE

- B.A. Social Sciences

Licenses & Registrations

- Registered with the SEC and MSRB
- Series 50 License

Mark Northcross, *Principal*

During a California public finance career that spans back to 1981, Mark Northcross has structured debt for many issuer types using various legally available revenue sources.

Mr. Northcross is experienced in utility revenue financings, particularly for water and sewer utilities. He has structured about 80 sewer and water revenue bond issues for over 30 water districts, sewer districts and cities since 1983, including private placements with commercial banks. Most recently he secured funding for severely drought impacted water utility on the central coast for a desalination plant and for the City of Napa's water utility in the immediate aftermath of the South Napa Earthquake. He has also arranged financing for two major public utilities in the midst of major litigation regarding Proposition 218 and the legality of their water rates. Projects financed include the acquisition of new water supply, water treatment plants and upgrades to newly acquired service area infrastructure. Mr. Northcross is active in water policy issues for the State, serving on the Water Committee of the Bay Area Council and the SRF committee of the California Association of Sanitation Agencies.

Mr. Northcross has been a leading innovator in financing climate change infrastructure, serving as financial advisor for the Resilient by Design Bay Area Challenge, a collaboration to strengthen the Bay Area's resilience to climate change, as well as on the Bay Conservation and Development Commissions Financing the Future committee.

Mr. Northcross's career has also been focused on the interface between public finance and land development. He is a leader in California in negotiating both public-private partnerships for both land secured debt and redevelopment. He has negotiated public-private partnerships for the successful development of major mixed-use projects throughout the State. Since the early-1990s, Mr. Northcross has negotiated the restructuring and workout of nearly $200 million in either defaulted or highly stressed municipal bond issues. He also has significant experience in negotiating joint ventures between different public agencies – with notable success in putting together bond funded risk sharing programs for cities, counties, and school districts in California.

When not working on solutions to tough problems for his clients, Mr. Northcross serves on a variety of non-profit corporation boards. He is also a proud recipient of the Norman Bright trophy in the annual Dipsea Race, the oldest cross country foot race in the nation. Mr. Northcross is also the Treasurer of the West Point Inn Association, a non-profit that runs a 115-year-old hike-in lodging in the parklands of Mt. Tamalpais. He graduated from the University of California at Irvine in 1973.

NHA ADVISORS
Financial & Policy Strategies. Delivered.

Rob Schmidt, Vice President

Public Finance Professional Since:
2004

Expertise

- Cities & Successor Agencies
- General Fund Financing
- Utility Financing
- Land-Secured Debt
- Continuing Disclosure
- Renewable Energy & Energy Efficiency Financings
- Financial Modeling

Education

UCLA

- B.A. Economics
- Specialization in Computing

Licenses & Registrations

- Registered with the SEC and MSRB
- Series 50 License

Rob Schmidt is a founding member of NHA Advisors, LLC. He has served as a municipal advisor and consultant to cities, special districts, school districts, and counties on hundreds of financial transactions and consulting assignments. His clients have come in all shapes and sizes, ranging from small rural farming communities to the largest cities and counties in the California.

Mr. Schmidt's experience spans a variety of financing structures, including general fund lease obligations, utility revenue bonds (water, wastewater, etc.), general obligation bonds, short-term notes (TRANs, BANs, etc.), special tax and assessment bonds, tax allocation bonds, sales tax revenue bonds, and pensions obligations bonds. His experience also includes state and federal loan and tax credit programs.

Mr. Schmidt has established himself as a subject matter expert in continuing disclosure compliance and leads NHA Advisors' Continuing Disclosure Compliance Group, which provides SEC and CDIAC reporting and compliance services.

While Mr. Schmidt's financial and analytical acumen serves as a key benefit to his clients, he believes the most important attribute of any advisor is integrity, which drives Mr. Schmidt to serve his clients to the utmost of his ability. His willingness to listen and learn allows him to gain a full understanding of a client's objectives and needs, creating an opportunity to develop a wide spectrum of funding options and deliver a successful solution.

As a trusted confidant to each of his clients, Mr. Schmidt provides impartial, financially sound, and creative solutions to meet their long-term objectives and ensure integrity and accountability throughout the financial process.

Prior to beginning his career as a municipal advisor, Mr. Schmidt served as a Senior Associate and Northern California manager for a public finance consulting firm, for which he formed and administered dozens of public financing districts throughout California.

Mr. Schmidt earned a B.A. in Economics and a Specialization in Computing from the University of California, Los Angeles.

Personal Notes

Mr. Schmidt takes a very personal approach to his financial advisory practice, and he takes great pleasure in seeing his clients succeed. The origins of his desire to help people and provide financial guidance can be traced to both his upbringing and early love of numbers. Mr. Schmidt watched his grandfather, a successful entrepreneur, willingly give his spare time providing free financial and budget counseling to anyone who needed help. He also saw his parents open their home and give generously even during their own financial struggles.

In his spare time, Mr. Schmidt enjoys spending time with his wife and three kids, expanding his knowledge on topics ranging from personal finance to global economics, coaching youth sports, and participating in a wide range of his own competitive and recreational sports.

APPENDIX G: REQUIRED DISCLOSURES

Registration

All NHA municipal advisors are registered with the Municipal Securities Rulemaking Board ("MSRB") and Securities Exchange Commission ("SEC") and maintain the Series 50. NHA's good standing with the MSRB can be found on the MSRB website: http://msrb.org/MARegistrants.aspx. Additionally, copies of NHA's most recent form MA and each most recent form MA-I filed with the SEC may be accessed electronically here:

https://www.sec.gov/edgar/searchedgar/companysearch.html.

No Business Relationships with Broker-Dealers or Fee Splitting Arrangements

NHA has no affiliation, ownership or relationship with any broker-dealer. NHA abides by all the new rules for Independent Registered Municipal Advisors, which includes not allowing for finder's fees, fee splitting, payments to consultants, or other contractual arrangements that present either a real or perceived conflict of interest.

Further, NHA certifies that the firm will not participate in any activities that directly pertain to the underwriting or purchasing of any financing debt or bonds issued by the City or its affiliates, while contracted for services as a Municipal Advisor by the City.

Fiduciary Duty

NHA Advisors is registered as a Municipal Advisor with the SEC and MSRB. As such, NHA Advisors has a fiduciary duty to the City and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

a) exercise due care in performing its municipal advisory activities
b) possess the degree of knowledge and expertise needed to provide the City with informed advice
c) make a reasonable inquiry as to the facts that are relevant to the City's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the City; and
d) undertake a reasonable investigation to determine that NHA Advisors is not forming any recommendation on materially inaccurate or incomplete information; NHA Advisors must have a reasonable basis for:
    i. any advice provided to or on behalf of the City;
    ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the City, any other party involved in the municipal securities transaction or municipal financial product, or investors in the City securities; and
    iii. any information provided to the City or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

NHA Advisors must deal honestly and with the utmost good faith with the City and act in the City's best interests without regard to the financial or other interests of NHA Advisors. NHA Advisors will eliminate or provide full and fair disclosure (included herein) to Issuer about each material conflict of interest (as applicable). NHA Advisors will not engage in municipal advisory activities with the City as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the City's best interest.

Conflicts of Interest and Other Matters Requiring Disclosures

- As of this date, there are no actual or potential conflicts of interest that NHA Advisors is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If NHA Advisors becomes aware of any potential conflict of interest that arise after this disclosure, NHA Advisors will disclose the detailed information in writing to the City in a timely manner.
- The fee paid to NHA Advisors increases the cost of investment to the City. The increased cost occurs from compensating NHA Advisors for municipal advisory services provided.
- NHA Advisors does not act as principal in any of the transaction(s) related to its role/work on the Project.
- During the term of the municipal advisory relationship, any agreement between the City and NHA Advisors will be promptly amended to reflect any material changes or additions.
- NHA Advisors does not have any affiliate that provides any advice, service, or product to or on behalf of the City that is directly or indirectly related to the municipal advisory activities to be performed by NHA Advisors
- NHA Advisors has not made any payments directly or indirectly to obtain or retain the City's municipal advisory business
- NHA Advisors has not received any payments from third parties to enlist NHA Advisors' recommendation to the City of its services, any municipal securities transaction or any municipal finance product
- NHA Advisors has not engaged in any fee-splitting arrangements involving NHA Advisors and any provider of investments or services to the City;
- NHA Advisors has a conflict of interest from compensation for municipal advisory activities to be performed that are contingent on the size or closing of any transactions as to which NHA Advisors is providing advice
- NHA Advisors does not have any other engagements or relationships that might impair NHA Advisors ability either to render unbiased and competent advice to or on behalf of the City, or to fulfill its fiduciary duty to the City, as applicable; and
- NHA Advisors does not have any legal or disciplinary event that is material to the City's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

Pursuant to MSRB G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- NHA Advisors is currently registered as a Municipal Advisor with the SEC and the MSRB.
- Within the MSRB website at www.msrb.org, the City may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

Legal Events and Disciplinary History

NHA Advisors does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The City may electronically access NHA Advisors' most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

Recommendations

If NHA Advisors makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the City and is within the scope of the engagement, NHA Advisors will determine, based on the information obtained through reasonable diligence of NHA Advisors whether a municipal securities transaction or municipal financial product is suitable for the City. In addition, NHA Advisors will inform the City of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation
- the basis upon which NHA Advisors reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the City; and
- whether NHA Advisors has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the City objectives.

If the City elects a course of action that is independent of or contrary to the advice provided by NHA Advisors, NHA Advisors is not required on that basis to disengage from the City.

Record Retention

Effective July 1, 2014, pursuant to the SEC record retention regulations, NHA Advisors is required to maintain in writing, all communication and created documents between NHA Advisors and the City for five (5) years.

If there are any questions regarding the above, please do not hesitate to contact NHA Advisors.

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PITTSBURG AND NHA ADVISORS LLC

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and NHA Advisors LLC, a California limited liability company ("Consultant") (together referred to as the "Parties") as of November 15, 2021 (the "Effective Date").

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2023 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

The City Manager, in his sole discretion, may extend this Agreement for two (2) additional one-year terms.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed a total of Two Hundred Thousand Dollars ($200,000), One Hundred Thousand Dollars ($100,000) for each fiscal year 2021-22 and 2022-2023, as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant but is merely a limit of potential City expenditures under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned

autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

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

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

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

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

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

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

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $2,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if

the professional liability coverage is written on a claims-made form:

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

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

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

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

4.4 All Policies Requirements.

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

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

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

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

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

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

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this

waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold

harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be been determined to apply.

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

Section 6. STATUS OF CONSULTANT.

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

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

Section 7. LEGAL REQUIREMENTS.

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

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

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

7.4 Nondiscrimination and Equal Opportunity. Consultant shall not

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.5.1 Immediately terminate the Agreement;

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

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

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

9.2 Consultant's Books and Records. Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All

such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

Consultant: NHA Advisors LLC
_____
_____

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

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

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

Exhibit A Scope of Services
Exhibit B Compensation Schedule

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

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

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

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

CITY OF PITTSBURG CONSULTANT

_____	_____
Garrett Evans, City Manager	[NAME, TITLE]

Attest:

_____
Alice E. Evenson, City Clerk

Approved as to Form:

_____
Donna Mooney, City Attorney

Exhibit A

Scope of Services

Consultant shall perform the following:

1. Provide as-needed financial advice regarding market conditions and trends, financial products, credit, and credit analysis, third party alternative financing and special facility financing

2. Review the City's long-range financing strategy, particularly with respect to its capital improvement program.

3. Assist City staff with potential refunding and new money issues, including but not limited to analyses and evaluations of underwriter proposals, financing structure, pricing, rating and insurance proposals, reserve fund (re)investment, assistance with preparation and review of related documents, and coordination of financing team and schedules.

4. Review the City's Debt Management Policy to ensure that principles, controls, and guidelines for issuance and management of City debt are current and appropriate.

5. Participate in rating agency presentations.

6. Assist with the preparation of a Request for Proposals and serve on an evaluation committee for selection of underwriting firms for the City's potential refunding and new money issues.

7. Assist with the preparation of presentations to the City Council; attend City Council/Subcommittee meetings as needed.

8. Attend meetings with Finance and City Manager's staff as needed.

9. Provide other financial services as requested.

Exhibit B

Compensation

Option 1: Hourly

Staff Allocation	Hourly Rate
Principal	$325
Director	$300
Vice President	$275
Sr. Associate	$250
Associate	$225
Senior Analyst	$200
Analyst	$175
Administrative	$ 75

Option 2: Fixed Contingency Fee – The work would be structed on a contingent basis (paid from bond proceeds at the time of closing). For potential bond financing(s), a contingent fixed fee ranging from $29,500 to $87,500, depending on the financing structure, complexity, method of sale of the financing, the extent of NHA's tasking, and time it takes to complete the financing.

California travel, such as mileage, tolls, and parking, will not be expensed. Project related expenses will be invoiced at cost and paid from proceeds of the financing.