# CITY OF PITTSBURG
# AGENDA

**NOVEMBER 18, 2019**

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

**CLOSED SESSION**
**6:00 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**

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

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

---

Pittsburg City Council 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.

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.

6:30 P.M. - CONVENE IN CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION FOR THE PITTSBURG ARTS AND COMMUNITY FOUNDATION; Initiation of potential litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

   One (1) case

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Section 54956.8):

   Property: 51 Marina Blvd. (APN 085-030-006); Agency Negotiator: Garrett Evans and Fritz McKinley; Negotiating Parties: Dietrick Burks; Under Negotiation: Both price and terms of payment

   Property: APN 085-108-001; Agency Negotiator: Garrett Evans, Fritz McKinley and Jordan Davis; Negotiating Parties: Amal Mohammed Abu-Safieh I; Under Negotiation: Both price and terms of payment

   Property: APN 085-108-011; Agency Negotiator: Garrett Evans, Fritz McKinley and Jordan Davis; Negotiating Parties: Property Upsurge LLC; Under Negotiation: Both price and terms of payment

   Property: APN 085-108-009; Agency Negotiator: Garrett Evans, Fritz McKinley and Jordan Davis; Negotiating Parties: Carol Gallagher TRE; Under Negotiation: Both price and terms of payment

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

3. Small Business Saturday

4. Encouraging Autonomous and Smart City Innovation and Testing as a Public Safety and Economic Development Initiative

PRESENTATIONS

5. Homeless Awareness Month

6. Contra Costa County Fire Protection District Update

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)

CITIZENS REMARKS

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

HOUSING AUTHORITY

CONSENT CALENDAR

7. Minutes of October 21, 2019

8. Disbursement List of October 31, 2019

HOUSING AUTHORITY MEMBER REMARKS

ADJOURNMENT OF THE HOUSING AUTHORITY to December 16, 2019

PITTSBURG POWER COMPANY PUBLIC HEARING

9. Adoption of a Pittsburg Power Company Governing Board Resolution Adopting the Wildfire Mitigation Plan and Verifying Compliance with State Law

   State Law, Public Utilities Code Section 8387, requires all local publicly owned electric utilities to prepare a Wildfire Mitigation Plan by Jan. 1, 2020, and file it with the California Wildfire Safety Advisory Board before July 1. The Pittsburg Power Company (PPC), a joint powers authority, provides retail electricity service on Mare Island, Vallejo, and is a local publicly owned utility required by law to prepare a Wildfire Mitigation Plan (“Plan”).

CITY COUNCIL MEETING

CONSIDERATION

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

    Historically, the City Council takes a recess during the winter months to allow for both staff and Council vacations during the holiday season and to accommodate

the City's Winter Closure. The City Council determines whether or not to have a Council winter recess.

11. Adoption of a City Council Resolution Allocating Funding and Approving the Capital Improvement Program for Fiscal Years 2019/20 Through 2023/24

    The proposed 5-Year Capital Improvement Program (CIP) for fiscal years 2019/20 through 2023/24 includes 227 projects for construction of new facilities and infrastructure, and for the expansion, rehabilitation, or replacement of existing City-owned assets. The attached Resolution will approve the CIP for fiscal years 2019/20 through 2023/24 and allocate funds to 11 additional projects.

CONFLICT OF INTEREST STATEMENT

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

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

12. Minutes of November 4, 2019

13. Adoption of a Pittsburg Power Company Resolution Approving the Conduit Lease Agreement between Pittsburg Power Company and Inyo Networks LLC

    The Pittsburg Power Company (PPC), a joint powers authority, provides retail electricity service on Mare Island, Vallejo. On July 29, 2019, PPC entered into a Conduit Lease Agreement (Agreement) with Inyo Networks LLC (Inyo Networks) for the lease of underutilized underground conduit for the purpose of installing fiber optic communication cable.

14. Adoption of a City Council Resolution Accepting Property from the Successor Agency for the Redevelopment Agency of the City of Pittsburg for Public Purpose

    The City is proposing to accept real property known as APN 085-041-034 (Property) from the Successor Agency for the Redevelopment Agency of the City of Pittsburg (Successor Agency) for public purpose.

15. Adoption of a City Council Resolution to Accept Grant Funds from Keller Canyon Mitigation Fund for Fiscal Year 2019-20 Recreation Programs

    The City has been awarded grants totaling $12,500 supporting recreation programs benefiting programs offered at the City's Senior Center. Staff is requesting adoption of a resolution to accept the grants and allocate the funds to the Fiscal Year 2019-20 Recreation budget.

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

    To comply with CalPERS' interpretation of the requirements of California Code of Regulations, Title 2, Section 570.5 by amending the single master pay schedule

already on the City's website representing all previously approved actions on the individual classifications of the pay schedule. The single master pay schedule will be submitted to Council for approval each time any single MOU or compensation plan is brought to the City Council for approval.

17. Adoption of Nine City Council Resolutions to Find Developers in Compliance with their Respective Development Agreements for: Southwest (San Marco), Garaventa, Tuscany Meadows, Liberty, Trans Bay Cable, Edgewater, Belle Harbor (Waterstone), Sky Ranch II, and Montruex

    State law requires local jurisdictions to conduct a periodic review of active development agreements (DAs) within the community. For the 2019 period, City staff has conducted reviews of nine active DAs, including: Southwest (San Marco) Development, Garaventa Development, Tuscany Meadows Subdivision, Liberty Subdivision, Trans Bay Cable, Edgewater Development, Belle Harbor (Waterstone) Subdivision, Sky Ranch II Subdivision, and Montruex Subdivision. Staff has found each developer to be in compliance with the terms of their respective DA, and as such, recommends the City Council adopt nine resolutions finding good faith compliance and authorizing the City Manager to execute Certificates of Compliance as appropriate.

18. Adoption of a City Council Resolution Authorizing the Acceptance and Appropriation of State of California Office of Traffic Safety Grant Funds for the Selective Traffic Enforcement Program

    The Pittsburg Police Department is seeking City Council authorization to accept and appropriate grant funds from the State of California Office of Traffic Safety. The $80,000 grant will provide resources to fund various traffic enforcement and safety programs.

## 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 REPORTS/REMARKS

Council Members may make brief announcements or informal comments at this time. Council members may ask questions for clarification from City staff, and make a report on their activities, including reports on committee assignments (see attached list of ad hoc committees and other public agencies in which Council members participate). (No Action Required)

## ADJOURNMENT to December 2, 2019

## 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 - 2019

**Updated October 21, 2019**

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

| LIAISON TO | COUNCIL MEMBER(S) | TYPE | MEETS | STAFF |
|---|---|---|---|---|
| East Bay League of Calif. Cities | Jelani Killings / Juan Banales Alt. | Standing | 3rd Thursday | *Rotational |
| Mayor's Conference | Juan Banales / Jelani Killings Alt. | Standing | 1st Thursday | G. Evans |
| School Districts Committee (2x2) | Holland White & Jelani Killings / Merl Craft Alt. | Standing | 4th Thursday even months | G. Evans |

| SUBCOMMITTEES | COUNCIL MEMBER(S) | TYPE | MEETS | STAFF |
|---|---|---|---|---|
| CAC CDBG Subcommittee | S. Scales-Preston & Jelani Killings / Holland White Alt. | Standing | As needed | M. Aliotti |
| Camp Stoneman Anniversary Celebration | Merl Craft & Shanelle Scales-Preston | Ad Hoc | As needed | Evans/Simonton |
| CIP | Juan Banales & Jelani Killings | Ad Hoc | As needed | G. Evans |
| Community Services Subcommittee | Juan Banales & Holland White | Ad Hoc | As needed | G. Evans/M. Aliotti |
| Flag Protocols | Holland White & Shanelle Scales-Preston | Ad Hoc | As needed | J. Davis |
| Hills Committee | Juan Banales & Holland White / Merl Craft Alt. | Ad Hoc | As needed | G. Evans |
| Pittsburg Recognition Committee | Merl Craft / Juan Banales Alt. | Ad Hoc | As needed | J. Hecht |
| Economic Develop/Waterfront Subcommittee | Jelani Killings & Holland White / Juan Banales Alt. | Standing | Quarterly | K. Simonton |
| Finance Subcommittee | Jelani Killings & Juan Banales / Merl Craft Alt. | Standing | As needed | B. Farmer |
| Land Use Subcommittee | Juan Banales & Holland White / Merl Craft Alt. | Ad Hoc | As needed | K. Pollot |
| 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 / Merl Craft Alt. | Standing | As needed | D. Buchanan |
| Sister City Committee | Holland White & Merl Craft / Jelani Killings Alt. | Ad Hoc | As needed | K. Simonton |
| Successor Agency Subcommittee | Merl Craft & Jelani Killings / S. Scales-Preston Alt. | Standing | As needed | M. Aliotti |

*Rotational Staff as assigned by City Manager
**Stipend of $170 per month
***Stipend of $100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

Following is a tentative list of currently scheduled Commission meetings for the upcoming month. For further information, please visit our website at www.ci.pittsburg.ca.us and click on the CALENDAR link for meetings, dates, times and locations.

| Commission | Tentative Meeting Dates |
|---|---|
| Planning Commission | 2nd and 4th Tuesdays |
| Community Advisory Commission | 1st Wednesday |
| | |

Planning Commission meetings are regularly held the second and fourth Tuesdays of the month in the Pittsburg City Hall Council Chamber.

Community Advisory Commission meetings are regularly held the first Wednesday of the month in the Pittsburg City Hall Council Chamber.

In addition to the Commission Meetings listed above, there are several Council Member Subcommittees that meet on an “as needed basis”. For a list of subcommittees that Council Members and staff are assigned to, please see the “Council Committee List” attached to the agenda.

Subcommittee Meetings that are anticipated to occur in the coming month vary. The meeting dates, times and locations for these meetings are yet to be determined. This information will be posted on the City’s website, www.ci.pittsburg.ca.us , as soon as it is determined. Please check the Calendar on the City’s website for information.

For further information, contact the City staff member assigned to that Commission or Subcommittee.

**CITY OF PITTSBURG**
**HOUSING AUTHORITY MEETING MINUTES**

**DATE:** October 21, 2019

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

**CITY COUNCIL/AGENCY MEMBERS**
Juan Antonio Banales, Mayor/Chair
Jelani Killings, Vice-Mayor/Chair Council/Agency Member
Marilyn Craft, Council/Agency Member
Holland Barrett White, Council/Agency Member
Shanelle Scales-Preston, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

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

**CALL TO ORDER**

Chair Banales called the meeting of the Housing Authority to order at 8:37 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, California.

**ROLL CALL**

All Members were present.

**CONSENT CALENDAR**

On motion by Member Floyd, seconded by Member Herring-Preston to adopt and carried unanimously.

8. Minutes of September 16, 2019

9. Disbursement List of September 30, 2019

**HOUSING AUTHORITY MEMBER REMARKS**

There were no Housing Authority Member remarks.

**ADJOURNMENT**

The Housing Authority was adjourned at 8:38 P.M. to November 18, 2019.

Respectfully submitted,

Alice E. Evenson, Secretary

# PITTSBURG HOUSING AUTHORITY

## Disbursement List Summary

### For the month of October 2019

| | Ck# | Amount | HAP[1] | VASH[2] | UR[3] | Portability | Admin. Fee | TOTAL |
|---|---|---|---|---|---|---|---|---|
| VOUCHERS | 149608-149751 | 1,624,621.43 | 1,200,661.83 | 129,878.28 | 11,710.41 | 277,708.31 | 4,662.60 | 1,624,621.43 |
| | 100119001-100119487 | | | | | | | - |
| | | | | | | | | - |
| | 149752-149756 | 24,002.00 | 14,378.00 | 1,302.00 | 262.00 | 8,060.00 | - | 24,002.00 |
| | 101519001-101519015 | | | | | | | - |
| | | | | | | | | - |
| | TOTAL | 1,648,623.43 | 1,215,039.83 | 131,180.28 | 11,972.41 | 285,768.31 | 4,662.60 | $ 1,648,623.43 |

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

| | | Amount | Description | TOTAL |
|---|---|---|---|---|
| ADMINISTRATIVE EXPENSES | Paid to | $ 34,479.72 | Full Time salaries | $ 34,479.72 |
| | City of Pittsburg | $ - | Stipend | - |
| | (10/19 Operating | - | Part Time salaries | - |
| | | - | Overtime salaries | - |
| | | 2,187.02 | Retirement | 2,187.02 |
| | | 7,257.25 | Retirement-Pension bonds | 7,257.25 |
| | | 5,906.90 | Health Insurance | 5,906.90 |
| | | - | CalPERS Unfunded Liability - Non Sworn | - |
| | | 382.02 | Additional CalPERS Pension Contribution | 382.02 |
| | | 81.98 | Life Insurance | 81.98 |
| | | 594.66 | Dental Insurance | 594.66 |
| | | 1,652.40 | Workers Comp | 1,652.40 |
| | | 194.62 | Unemployment Insurance | 194.62 |
| | | 279.14 | Disability Ins. | 279.14 |
| | | 2,473.88 | FICA | 2,473.88 |
| | | 581.24 | Deferred Compensation | 581.24 |
| | | 930.92 | Allocated Retiree/Med/Vac Buy-Bk/Empl Term | 930.92 |
| | | 595.58 | Pension 115 Trust | 595.58 |
| | | 2,675.33 | Retiree OPEB Costs | 2,675.33 |
| | | 463.88 | Office Supplies | 463.88 |
| | | - | Computer Software | - |
| | | - | Textbooks | - |
| | | 1,386.39 | Postage | 1,386.39 |
| | | - | Misc Equip & Furniture < $5,000 | - |
| | | - | Other Special Departmental Supplies | - |
| | | 1,310.59 | Utilities (Gas, Electric & Water) | 1,310.59 |
| | | 974.81 | Telephone - Regular | 974.81 |
| | | - | Telephone - Other | - |
| | | 2,431.96 | Membership Dues & Subscriptions | 2,431.96 |
| | | - | Travel, Training, & Conference | - |
| | | 2,454.75 | Insurance - Alloc Chgs | 2,454.75 |
| | | - | Legal Fees | - |
| | | - | Auditing Expense | - |
| | | - | Settlement Hearing | - |
| | | 1,877.55 | Other Contractual & Professional Service | 1,877.55 |
| | | - | Advertising & Promotion | - |
| | | 4,247.16 | Maintenance Agreements | 4,247.16 |
| | | - | Maintenance & Repairs | - |
| | | 301.56 | Equipment Rental | 301.56 |
| | | 2,375.00 | Building Rental | 2,375.00 |
| | | 580.25 | Fleet Maintenance Alloc Chgs | 580.25 |
| | | 1,734.75 | Building Maintenance Alloc Chgs | 1,734.75 |
| | | 1,721.25 | Information Systems Alloc Chgs | 1,721.25 |
| | | - | Bad Debt Expense | - |
| | | - | Other Fees | - |
| | | 4,735.58 | Admin overhead paid to city | 4,735.58 |
| | | - | Legal - Non Retainer/Non Reimbursable | - |
| | | - | Capital Equipment & Furniture | - |
| | | - | Misc Equip & Furniture < $5,000 | - |
| | | - | Other Special Departmental Supplies - Rental | - |
| | | - | Utilities (Gas, Electric, & Water) - Rental | - |
| | | - | Advertising & Promotion - Rental | - |
| | | - | Other Contractual & Professional Service - Rental | - |
| | | 145.00 | Maintenance & Repairs - Rental | 145.00 |
| | | - | Property Tax payment - Rental | - |
| | | 213.59 | Other fees - Rental | 213.59 |
| | | | Lighting & Landscape Assessment - Rental | - |
| | | - | CCCERA Interfund Loan Payback | - |
| | | 1,556.67 | Transfer-Out to OPEB (Unfunded Liabilities) | 1,556.67 |
| | TOTAL | 88,783.40 | | 88,783.40 |

| | Ck# | Amount | Reason | TOTAL |
|---|---|---|---|---|
| VOIDED CHECKS & ADJUSTMENTS | 149474 | (79.00) | Lost check - reissued on 10/15/19 | (79.00) |
| | 149589 | (1,279.00) | Lost check - reissued on 10/15/19 | (1,279.00) |
| | 10011915 | (1,422.00) | ACH returned - account closed | (1,422.00) |
| | | | | - |
| | | | | - |
| | | | | - |
| | | | | - |
| | TOTAL | (2,780.00) | | $ (2,780.00) |

**NET of Issued and Voided $ 1,734,626.83**



Laurence 11/5/19

# Check Summary

October 1, 2019

| Check Number | Check Date | Payee Tax ID | Payee | Amount |
|---|---|---|---|---|
| **Housing Choice Voucher** | | | | |
| * 149608 | 10/1/19 | *****6316 | Alina D Arana | **23.00** |
| 149609 | 10/1/19 | *****2494 | Amana K Cornish | **27.00** |
| 149610 | 10/1/19 | *****0079 | Angel E Smith | **32.00** |
| 149611 | 10/1/19 | *****1508 | Angela N Taylor | **125.00** |
| 149613 | 10/1/19 | *****9373 | Antonio R Nazareta | **109.00** |
| 149614 | 10/1/19 | *****8406 | Ashley C Jackson | **140.00** |
| 149615 | 10/1/19 | *****2017 | Ashley Davis | **189.00** |
| 149617 | 10/1/19 | *****0898 | Burhan Nawabi | **65.00** |
| 149618 | 10/1/19 | *****2605 | Charles C Robinson | **9.00** |
| 149620 | 10/1/19 | *****7655 | Ciara Fagin | **78.00** |
| 149621 | 10/1/19 | *****3976 | Darren M Thompson | **23.00** |
| 149622 | 10/1/19 | *****2319 | Delfonse A Lewis | **149.00** |
| 149623 | 10/1/19 | *****1747 | Dorothy T Paige | **51.00** |
| 149624 | 10/1/19 | *****2521 | Erica W Kelley | **34.00** |
| 149625 | 10/1/19 | *****3840 | Eva L Mangum | **94.00** |
| 149627 | 10/1/19 | *****2764 | Jonathan D Bell | **246.00** |
| 149628 | 10/1/19 | *****4091 | Joshua C Perez | **80.00** |
| 149629 | 10/1/19 | *****2309 | Kawanda M Dotson | **23.00** |
| 149630 | 10/1/19 | *****7294 | Khadijah Jackson | **71.00** |
| 149631 | 10/1/19 | *****7295 | Kimberly Hardy | **37.00** |
| 149632 | 10/1/19 | *****7253 | Laneava S Blanks | **217.00** |
| 149633 | 10/1/19 | *****5201 | Laquita Dillon | **133.00** |
| 149634 | 10/1/19 | *****8123 | Lashonda Crochett | **9.00** |
| 149635 | 10/1/19 | *****3960 | Lyniece N Eddins | **190.00** |
| 149636 | 10/1/19 | *****6385 | Marcia Price | **144.00** |
| 149637 | 10/1/19 | *****7280 | Mareece M Harrison | **23.00** |
| 149638 | 10/1/19 | *****5133 | Mary P Grigsby | **3.00** |
| 149639 | 10/1/19 | *****8042 | Melissa J Perkins | **400.00** |
| 149641 | 10/1/19 | *****1697 | Mieka L Bratton | **49.00** |
| 149642 | 10/1/19 | *****8275 | Mildred G Botello | **99.00** |
| 149643 | 10/1/19 | *****6104 | Monae J Coleman | **117.00** |
| 149644 | 10/1/19 | *****2674 | Monika Smith | **8.00** |
| 149645 | 10/1/19 | *****3086 | Montalabra T Perea | **67.00** |
| 149646 | 10/1/19 | *****9905 | Nakisha Fountain | **225.00** |

©2019, MRI Software LLC - All Rights Reserved.

| | | | |
|---|---|---|---|
| 149647 | 10/1/19 | *****8665 | Nieza M Burrus | 133.00 |
| 149648 | 10/1/19 | *****4119 | Pashenia D Sanders | 182.00 |
| 149649 | 10/1/19 | *****8671 | Patricia M Ingram | 24.00 |
| 149651 | 10/1/19 | *****6935 | Samaiyah A Warren | 416.00 |
| 149652 | 10/1/19 | *****3403 | Shanae V Washington | 103.00 |
| 149653 | 10/1/19 | *****1512 | Shawn A Prince | 37.00 |
| 149654 | 10/1/19 | *****5981 | Sherri L Pitts | 87.00 |
| 149656 | 10/1/19 | *****3542 | Starr C Bronson | 12.00 |
| 149657 | 10/1/19 | *****5301 | Tiffany N Butler | 301.00 |
| 149659 | 10/1/19 | *****4760 | Totiona B Richardson | 9.00 |
| 149661 | 10/1/19 | *****5715 | Latisha M Williams | 168.00 |
| 149662 | 10/1/19 | *****9283 | Latoya C Roper | 43.00 |
| 149663 | 10/1/19 | *****7435 | Mary L Parker | 233.00 |
| 149664 | 10/1/19 | *****2890 | Raquel E Miller | 41.00 |
| 149665 | 10/1/19 | *****8147 | Willa Gohegan | 33.00 |
| 149666 | 10/1/19 | *****8623 | Kimberly A Limas | 201.00 |
| 149667 | 10/1/19 | *****0164 | Bobbie J Royston | 109.00 |
| 149668 | 10/1/19 | *****4208 | Ono c Rothschild | 296.00 |
| 149669 | 10/1/19 | *****2184 | Evelyn Smith | 53.00 |
| 149670 | 10/1/19 | *****5175 | Mary C Johnson | 48.00 |
| 149671 | 10/1/19 | *****9858 | Livis J Sanders | 122.00 |
| 149672 | 10/1/19 | *****8612 | Regina D Tucker | 68.00 |
| 149673 | 10/1/19 | *****9687 | Carol J Davis | 35.00 |
| 149674 | 10/1/19 | *****0261 | Verline Mason | 18.00 |
| 149675 | 10/1/19 | *****6015 | Sherron A Camp | 218.00 |
| 149676 | 10/1/19 | *****9122 | Nancy M Parrish | 78.00 |
| 149677 | 10/1/19 | *****1482 | Tahira M Edwards | 14.00 |
| 149678 | 10/1/19 | *****0531 | Akilah Z Parker | 69.00 |
| 149679 | 10/1/19 | *****5492 | Michelle m Williams | 14.00 |
| 149680 | 10/1/19 | *****4842 | Tyisha C Paulk | 203.00 |
| 149681 | 10/1/19 | *****7135 | Michele N Nichols | 92.00 |
| 149682 | 10/1/19 | *****5626 | Lashawn P Fields | 65.00 |
| 149683 | 10/1/19 | *****5232 | Kristina M Greer | 16.00 |
| 149684 | 10/1/19 | *****3113 | Mannah S Parrott | 233.00 |
| 149685 | 10/1/19 | *****9728 | Shelleda F Jackson | 44.00 |
| 149686 | 10/1/19 | *****0248 | Abdul A Wardak | 51.00 |
| 149687 | 10/1/19 | *****3181 | Shirley J Strausbaugh | 8.00 |
| 149688 | 10/1/19 | *****1015 | Jessica D Parker | 126.00 |
| 149689 | 10/1/19 | *****2695 | Monique Thompson | 1.00 |
| 149690 | 10/1/19 | *****4776 | Birdie D Ajaebo | 2.00 |
| 149691 | 10/1/19 | *****5844 | Daarina a Bey | 143.00 |

©2019, MRI Software LLC - All Rights Reserved.

| | | | | |
|---|---|---|---|---|
| 149692 | 10/1/19 | *****8122 | Mikesha R Harp | **67.00** |
| 149693 | 10/1/19 | *****5298 | Gloria F Nelson | **23.00** |
| 149694 | 10/1/19 | *****0903 | Virgie r Gray | **78.00** |
| 149695 | 10/1/19 | *****2822 | Meo T Tran | **7.00** |
| 149696 | 10/1/19 | *****6507 | Melissa R Griffin | **23.00** |
| 149697 | 10/1/19 | *****2140 | Leslee r Rockett | **52.00** |
| 149698 | 10/1/19 | *****3869 | Charlene M Best | **95.00** |
| 149699 | 10/1/19 | *****1062 | Lateefah S Camacho | **203.00** |
| 149700 | 10/1/19 | *****4721 | Ebony N Manning | **83.00** |
| 149701 | 10/1/19 | *****2217 | Camille A Lascano | **203.00** |
| 149702 | 10/1/19 | *****6571 | Tasha S Sargent | **76.00** |
| 149703 | 10/1/19 | *****9229 | Sonia M Guevara | **124.00** |
| 149704 | 10/1/19 | *****8078 | Lisa E Gordon | **15.00** |
| 149705 | 10/1/19 | *****5288 | Nicole m Magnus | **19.00** |
| 149706 | 10/1/19 | *****1606 | Tamika Brown | **47.00** |
| 149707 | 10/1/19 | *****8511 | Tantasha Y Dutye | **165.00** |
| 149708 | 10/1/19 | *****5083 | Crystal j Houston | **185.00** |
| 149709 | 10/1/19 | *****1696 | Angela M Varela | **81.00** |
| 149710 | 10/1/19 | *****1885 | Lakisha Mitchell | **18.00** |
| 149711 | 10/1/19 | *****8818 | Lisa n Macpheators | **197.00** |
| 149712 | 10/1/19 | *****6573 | Hermajo L Hoskins | **38.00** |
| 149713 | 10/1/19 | *****7561 | Durrell L James | **78.00** |
| 149714 | 10/1/19 | *****5304 | Tina M Nolen | **218.00** |
| 149715 | 10/1/19 | *****9996 | Crystal A Wyrick | **74.00** |
| 149716 | 10/1/19 | *****2542 | Sau C Ly | **11.00** |
| 149717 | 10/1/19 | *****0840 | Dalisha L Bernstine | **101.00** |
| 149718 | 10/1/19 | *****6622 | Dekima R Dotson | **7.00** |
| 149719 | 10/1/19 | *****6953 | Nathan Banks JR | **25.00** |
| 149720 | 10/1/19 | *****3841 | Hangama Karimi | **141.00** |
| 149721 | 10/1/19 | *****6605 | Reshundrea M Walker | **65.00** |
| 149722 | 10/1/19 | *****2730 | Jolene L Carlos | **205.00** |
| 149723 | 10/1/19 | *****6995 | Graciela Arroyo | **49.00** |
| 149724 | 10/1/19 | *****0031 | Tiaira A Modicue | **198.00** |
| 149725 | 10/1/19 | *****0195 | Shanoria s Sasser | **75.00** |
| 149726 | 10/1/19 | *****7390 | Masuda Nawabi | **39.00** |
| 149727 | 10/1/19 | *****0460 | Earlinda L Brown | **132.00** |
| 149728 | 10/1/19 | *****1951 | Vinisha D Thornton | **76.00** |
| 149729 | 10/1/19 | *****7822 | Daudi K Edmond | **48.00** |
| 149731 | 10/1/19 | *****9326 | Western Addition Apartments, LLC | **1,821.00** |
| 149732 | 10/1/19 | *****9810 | Housing Authority of the County of Alameda | **2,353.84** |
| 149733 | 10/1/19 | *****0339 | Shanda Arnold | **1,805.00** |

©2019, MRI Software LLC - All Rights Reserved.

| | | | | | |
|---|---|---|---|---|---|
| 149734 | 10/1/19 | *****7944 | Leroy Currie Jr. | | **1,147.00** |
| 149735 | 10/1/19 | *****2979 | Mr. Donald Rhodes<br>C/O Paul Shatswell Estate | | **1,493.00** |
| 149736 | 10/1/19 | *****7079 | Federal D Glover | | **2,519.00** |
| 149737 | 10/1/19 | *****0849 | Praveen Gupta | | **1,793.00** |
| 149738 | 10/1/19 | *****0348 | Hartz Property Management | | **1,471.00** |
| 149739 | 10/1/19 | *****1057 | Diamond Hillside Apartments | | **1,279.00** |
| 149740 | 10/1/19 | *****0051 | Dan Ho | | **2,021.00** |
| 149741 | 10/1/19 | *****0978 | King County Housing Authority | | **1,622.35** |
| 149742 | 10/1/19 | *****4593 | Miaogen Lu | | **1,949.00** |
| 149743 | 10/1/19 | *****3848 | Leticia Carasi Malasig | | **679.00** |
| 149744 | 10/1/19 | *****3124 | Dante McDonald | | **281.00** |
| 149745 | 10/1/19 | *****2593 | Ba Nguyen<br>Thu Thi Ngo | | **3,476.00** |
| 149746 | 10/1/19 | *****9182 | Lorene Paysinger | | **1,791.00** |
| 149747 | 10/1/19 | *****7243 | Linda Phon | | **945.00** |
| 149748 | 10/1/19 | *****8651 | Zaoxin Rong | | **2,118.00** |
| 149749 | 10/1/19 | *****8536 | Ms. Meuy Saelee | | **2,656.00** |
| 149750 | 10/1/19 | *****8191 | Albert S Tam | | **1,593.00** |
| 149751 | 10/1/19 | *****9322 | Western Upper Haight Street Apartments, LLC | | **1,955.00** |
| * 100119001 | 10/1/19 | *****2626 | 9th Street Associates, LP | DD - ES | **3,004.00** |
| 100119002 | 10/1/19 | *****0229 | Meerwais Abdiani | DD - ES | **899.00** |
| 100119003 | 10/1/19 | *****8167 | ABJ Enterprises, Inc. dba Blue Line Property Management | DD - ES | **15,137.00** |
| 100119004 | 10/1/19 | *****6825 | A Classey Corp.<br>DBA: ACL Property Management | DD - ES | **2,071.00** |
| 100119005 | 10/1/19 | *****6232 | Rosario Aguilar | DD - ES | **783.00** |
| 100119006 | 10/1/19 | *****5759 | Rosa Aguirre | DD - ES | **2,116.00** |
| 100119007 | 10/1/19 | *****9530 | Demetrius Alexander | DD - ES | **1,761.00** |
| 100119008 | 10/1/19 | *****9681 | Dale Alvarez | DD - ES | **1,675.00** |
| 100119010 | 10/1/19 | *****0104 | Cecilia Anderson | DD - ES | **2,643.00** |
| 100119011 | 10/1/19 | *****9111 | Shawn Anderson | DD - ES | **1,681.00** |
| 100119012 | 10/1/19 | *****5951 | Stoneman Apartments | DD - ES | **29,409.00** |
| 100119013 | 10/1/19 | *****5951 | Stoneman Apartments | DD - ES | **21,935.00** |
| 100119014 | 10/1/19 | *****8701 | Mariteresa Arenson<br>c/o Select 1 Realty | DD - ES | **1,735.00** |
| 100119015 | 10/1/19 | *****0707 | Sergeant or Sima Austin | DD - ES | **1,754.00** |
| 100119016 | 10/1/19 | *****4941 | Shruti Motilal Ba-Harani | DD - ES | **2,004.00** |
| 100119017 | 10/1/19 | *****2764 | Mel L. Banagan | DD - ES | **1,719.00** |
| 100119018 | 10/1/19 | *****4138 | Carlos G. Barraza | DD - ES | **808.00** |
| 100119019 | 10/1/19 | *****3909 | Ken Bartlett | DD - ES | **2,257.00** |

©2019, MRI Software LLC - All Rights Reserved.

| | | | | | |
|---|---|---|---|---|---|
| 100119020 | 10/1/19 | *****5979 | John Bedford | DD - ES | **1,083.00** |
| 100119021 | 10/1/19 | *****9093 | Holly Beech | DD - ES | **4,319.00** |
| 100119023 | 10/1/19 | *****8614 | Charles Bell and Camino Johnson-Bell | DD - ES | **1,662.00** |
| 100119024 | 10/1/19 | *****2521 | Belmont Apartments | DD - ES | **27,797.31** |
| 100119025 | 10/1/19 | *****2521 | Belmont Apartments | DD - ES | **30,061.00** |
| 100119026 | 10/1/19 | *****2521 | Belmont Apartments | DD - ES | **25,455.00** |
| 100119027 | 10/1/19 | *****2521 | Belmont Apartments | DD - ES | **30,501.00** |
| 100119028 | 10/1/19 | *****5996 | Alex Benjamen | DD - ES | **1,572.00** |
| 100119029 | 10/1/19 | *****6465 | Tennyson Berry | DD - ES | **1,695.00** |
| 100119030 | 10/1/19 | *****8634 | Bethel Global Development LLC | DD - ES | **1,742.00** |
| 100119031 | 10/1/19 | *****2209 | Gina Bhatia | DD - ES | **2,891.00** |
| 100119032 | 10/1/19 | *****7075 | Som N Bhatia | DD - ES | **3,969.00** |
| 100119033 | 10/1/19 | *****0602 | Pinakin Bhatt | DD - ES | **2,386.00** |
| 100119034 | 10/1/19 | *****8470 | Joseph B. Bachir | DD - ES | **1,626.00** |
| 100119035 | 10/1/19 | *****5924 | Steven Booras | DD - ES | **2,265.00** |
| 100119036 | 10/1/19 | *****1438 | 2018-2 IH Borrower LP | DD - ES | **2,085.00** |
| 100119037 | 10/1/19 | *****2439 | Rosie M Boyd | DD - ES | **2,498.00** |
| 100119038 | 10/1/19 | *****3037 | Kelly Ann Bradford | DD - ES | **1,451.00** |
| 100119039 | 10/1/19 | *****6215 | Janet Brown | DD - ES | **1,389.00** |
| 100119040 | 10/1/19 | *****9783 | Lauren H Brown | DD - ES | **1,753.00** |
| 100119041 | 10/1/19 | *****9954 | Blue Sapphire Homes, Inc. | DD - ES | **2,273.00** |
| 100119042 | 10/1/19 | *****2142 | Huong T. Bui | DD - ES | **3,566.00** |
| 100119043 | 10/1/19 | *****3187 | Burga Family California Trust | DD - ES | **1,946.00** |
| 100119046 | 10/1/19 | *****3026 | Jerome Busby | DD - ES | **1,806.00** |
| 100119048 | 10/1/19 | *****4042 | Donnell I. Carson | DD - ES | **1,875.00** |
| 100119049 | 10/1/19 | *****9316 | Caribe Partners | DD - ES | **1,493.00** |
| 100119050 | 10/1/19 | *****5079 | Castle Creek Company, Inc. | DD - ES | **1,557.00** |
| | | | Trust Account | | |
| 100119051 | 10/1/19 | *****6869 | Cora Ann Chambers | DD - ES | **2,000.00** |
| 100119052 | 10/1/19 | *****6228 | Gayle Chamberlain | DD - ES | **856.00** |
| 100119053 | 10/1/19 | *****0398 | Kan Chuen Chan | DD - ES | **2,050.00** |
| 100119054 | 10/1/19 | *****5571 | P. M. Chaobal | DD - ES | **2,499.00** |
| 100119055 | 10/1/19 | *****9661 | Chao Chen | DD - ES | **1,702.00** |
| 100119056 | 10/1/19 | *****1853 | Hong Chen | DD - ES | **4,564.00** |
| 100119057 | 10/1/19 | *****8946 | Jienlin Chen | DD - ES | **2,293.00** |
| 100119058 | 10/1/19 | *****0128 | Ping Chen | DD - ES | **2,209.00** |
| 100119059 | 10/1/19 | *****2680 | Sherry Chen | DD - ES | **1,501.00** |
| 100119060 | 10/1/19 | *****4714 | Wenhua Chen | DD - ES | **2,423.00** |
| 100119061 | 10/1/19 | *****5473 | Hwa-Yoong Chiu | DD - ES | **2,400.00** |
| 100119062 | 10/1/19 | *****3211 | Ada Choi | DD - ES | **2,176.00** |

©2019, MRI Software LLC - All Rights Reserved.

| | | | | | |
|---|---|---|---|---|---|
| 100119063 | 10/1/19 | *****2454 | Chun Ok Choi | DD - ES | **6,076.00** |
| 100119064 | 10/1/19 | *****0310 | City of Pittsburg Housing Authority | DD - ES | **5,224.00** |
| 100119065 | 10/1/19 | *****3591 | Juan F. Clara | DD - ES | **1,088.00** |
| 100119066 | 10/1/19 | *****7054 | Ping Cao | DD - ES | **1,094.00** |
| 100119067 | 10/1/19 | *****1362 | College Park Housing Authority | DD - ES | **851.28** |
| 100119068 | 10/1/19 | *****9873 | Angel Contreras | DD - ES | **2,860.00** |
| 100119069 | 10/1/19 | *****1814 | Tonette Sharice Cooper | DD - ES | **2,689.00** |
| 100119070 | 10/1/19 | *****0855 | Adolph Rudolph Cortesi III | DD - ES | **1,580.00** |
| 100119071 | 10/1/19 | *****5708 | David Elmer Cortesi | DD - ES | **1,541.00** |
| 100119072 | 10/1/19 | *****0746 | Contra Costa County Housing Authority | DD - ES | **8,931.05** |
| 100119073 | 10/1/19 | *****0746 | Contra Costa County Housing Authority | DD - ES | **3,527.28** |
| 100119075 | 10/1/19 | *****0746 | Contra Costa County Housing Authority | DD - ES | **1,533.35** |
| 100119076 | 10/1/19 | *****0746 | Contra Costa County Housing Authority | DD - ES | **1,528.27** |
| 100119077 | 10/1/19 | *****0746 | Contra Costa County Housing Authority | DD - ES | **4,477.84** |
| 100119078 | 10/1/19 | *****7194 | Maria G. Costa | DD - ES | **771.00** |
| 100119079 | 10/1/19 | *****1944 | Melonie C. Miles - Trustee<br>Phillip Cotton and Freddie Cotton 2005 Trust | DD - ES | **2,007.00** |
| 100119080 | 10/1/19 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **20,469.00** |
| 100119081 | 10/1/19 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **27,338.00** |
| 100119082 | 10/1/19 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **22,665.00** |
| 100119083 | 10/1/19 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **9,121.00** |
| 100119084 | 10/1/19 | *****6569 | Jeannette D. Crespo | DD - ES | **2,443.00** |
| 100119085 | 10/1/19 | *****7900 | Patricia Crosby | DD - ES | **1,400.00** |
| 100119086 | 10/1/19 | *****3327 | Jorge Robert Dagys Delevan<br>Catty Leticia Pajoluk | DD - ES | **1,899.00** |
| 100119087 | 10/1/19 | *****6248 | Justin Dailey | DD - ES | **1,529.00** |
| 100119088 | 10/1/19 | *****8853 | Antoinette Davis | DD - ES | **963.00** |
| 100119089 | 10/1/19 | *****2963 | Audrey Davis | DD - ES | **920.00** |
| 100119090 | 10/1/19 | *****0396 | Kesha E. Davis | DD - ES | **1,286.00** |
| 100119091 | 10/1/19 | *****8929 | Kevin Davidson | DD - ES | **1,200.00** |
| 100119092 | 10/1/19 | *****4961 | Paulette Davis | DD - ES | **1,651.00** |
| 100119093 | 10/1/19 | *****6115 | Roshan M. Davis | DD - ES | **1,438.00** |
| 100119094 | 10/1/19 | *****9068 | Jagdeep or Shashi Dayal | DD - ES | **4,407.00** |
| 100119095 | 10/1/19 | *****2031 | Wayman Dea | DD - ES | **2,274.00** |
| 100119096 | 10/1/19 | *****8370 | Charles Dellamore | DD - ES | **1,328.00** |
| 100119097 | 10/1/19 | *****5882 | David De La Torre | DD - ES | **1,364.00** |
| 100119099 | 10/1/19 | *****1004 | Brigitte P. Doan | DD - ES | **7,266.00** |
| 100119100 | 10/1/19 | *****3531 | Anna Phuongnam Thi Do | DD - ES | **2,048.00** |

©2019, MRI Software LLC - All Rights Reserved.

| | | | | | |
|---|---|---|---|---|---|
| 100119101 | 10/1/19 | *****9716 | JoAnn or Larry Domina | DD - ES | **1,137.00** |
| 100119102 | 10/1/19 | *****6538 | Linda Duong | DD - ES | **1,048.00** |
| 100119103 | 10/1/19 | *****3406 | Mercy Housing California XXXVIII<br>East Leland Court Apartments | DD - ES | **4,062.00** |
| 100119104 | 10/1/19 | *****0372 | Doris Engle Family Ltd Partnership<br>c/o Select 1 Realty | DD - ES | **1,318.00** |
| 100119105 | 10/1/19 | *****3757 | Alma B Espiritu | DD - ES | **1,705.00** |
| 100119106 | 10/1/19 | *****6095 | Rosario Espejo | DD - ES | **1,825.00** |
| 100119107 | 10/1/19 | *****8122 | Gerardo M. Esquivel | DD - ES | **1,348.00** |
| 100119108 | 10/1/19 | *****6027 | Jianxin Fang<br>Jia Liu | DD - ES | **4,399.00** |
| 100119109 | 10/1/19 | *****3835 | Michael Mao<br>C/O Jing Feng | DD - ES | **2,307.00** |
| 100119110 | 10/1/19 | *****8236 | Anthony Ferrell | DD - ES | **1,749.00** |
| 100119111 | 10/1/19 | *****3881 | FFAH Marina Heights LLC | DD - ES | **18,379.37** |
| 100119112 | 10/1/19 | *****3881 | FFAH Marina Heights LLC | DD - ES | **19,372.00** |
| 100119113 | 10/1/19 | *****3881 | FFAH Marina Heights LLC | DD - ES | **17,548.00** |
| 100119114 | 10/1/19 | *****3881 | FFAH Marina Heights LLC | DD - ES | **3,987.00** |
| 100119115 | 10/1/19 | *****2790 | Barbara J. Fierner | DD - ES | **1,675.00** |
| 100119116 | 10/1/19 | *****9447 | Joseph Field | DD - ES | **1,118.00** |
| 100119117 | 10/1/19 | *****7691 | Hernan Roberto Figueroa | DD - ES | **1,362.00** |
| 100119119 | 10/1/19 | *****0962 | Tochia D. Brewster Fleeton | DD - ES | **1,437.00** |
| 100119120 | 10/1/19 | *****5773 | Alexander Flowers | DD - ES | **1,342.00** |
| 100119121 | 10/1/19 | *****1547 | HomeForward (Housing Authority of Portland) | DD - ES | **1,737.55** |
| 100119122 | 10/1/19 | *****4032 | Fox Creek Apartments | DD - ES | **24,724.00** |
| 100119123 | 10/1/19 | *****4032 | Fox Creek Apartments | DD - ES | **10,659.00** |
| 100119124 | 10/1/19 | *****0284 | Monica Fraga | DD - ES | **846.00** |
| 100119125 | 10/1/19 | *****6894 | Rejois O. Frazier or Leroy Myers | DD - ES | **1,728.00** |
| 100119126 | 10/1/19 | *****6265 | Mr. Darren Fuller | DD - ES | **1,384.00** |
| 100119127 | 10/1/19 | *****8997 | Fan Fuller | DD - ES | **364.00** |
| 100119128 | 10/1/19 | *****7132 | Cathy Fung | DD - ES | **2,534.00** |
| 100119129 | 10/1/19 | *****9634 | Gialene Gaines | DD - ES | **1,750.00** |
| 100119130 | 10/1/19 | *****8306 | Bao Wen Gao | DD - ES | **2,681.00** |
| 100119131 | 10/1/19 | *****6981 | Adraine Gardner | DD - ES | **1,916.00** |
| 100119132 | 10/1/19 | *****4278 | Antoinette L Garcia | DD - ES | **1,345.00** |
| 100119133 | 10/1/19 | *****7036 | David Gardner | DD - ES | **2,095.00** |
| 100119134 | 10/1/19 | *****0785 | Rupesh Garg<br>Samantha Garg | DD - ES | **1,977.00** |
| 100119135 | 10/1/19 | *****2931 | William H. Gardiner | DD - ES | **2,269.00** |
| 100119136 | 10/1/19 | *****5111 | Gateway Apartments | DD - ES | **4,701.00** |
| 100119137 | 10/1/19 | *****5298 | Parvindokht Ghaboulidashti | DD - ES | **1,103.00** |
| 100119138 | 10/1/19 | *****2770 | Eva Gholson | DD - ES | **3,300.00** |

©2019, MRI Software LLC - All Rights Reserved.

| | | | | | |
|---|---|---|---|---|---|
| 100119139 | 10/1/19 | *****1145 | Vernon or Eva Gholson | DD - ES | **2,620.00** |
| 100119140 | 10/1/19 | *****5958 | Jacqueline Gill | DD - ES | **1,695.00** |
| 100119141 | 10/1/19 | *****8187 | Sukpran Gill | DD - ES | **1,493.00** |
| 100119142 | 10/1/19 | *****6084 | Gold A and S LLC | DD - ES | **2,507.00** |
| 100119143 | 10/1/19 | *****3032 | Jesse Gonzaga | DD - ES | **2,063.00** |
| 100119144 | 10/1/19 | *****2367 | Ting Gong | DD - ES | **2,251.00** |
| 100119145 | 10/1/19 | *****6940 | Frances Greene | DD - ES | **2,107.00** |
| 100119146 | 10/1/19 | *****4872 | Rodney Green | DD - ES | **1,176.00** |
| 100119147 | 10/1/19 | *****3361 | Rupinder Grewal | DD - ES | **1,996.00** |
| 100119148 | 10/1/19 | *****7325 | Patricia Gridley | DD - ES | **1,025.00** |
| 100119149 | 10/1/19 | *****6305 | Italo Grossi | DD - ES | **1,570.00** |
| 100119150 | 10/1/19 | *****6721 | Amparo Guardado<br>Cesar Q. Guardado | DD - ES | **930.00** |
| 100119151 | 10/1/19 | *****0940 | Krystle Guan | DD - ES | **4,372.00** |
| 100119152 | 10/1/19 | *****5987 | Bob Gunson Real Estate<br>C/O Julie Hang | DD - ES | **1,422.00** |
| 100119153 | 10/1/19 | *****5267 | Abhilash Gupta | DD - ES | **3,250.00** |
| 100119154 | 10/1/19 | *****7930 | Donald R. Watson, Sr. | DD - ES | **442.00** |
| 100119155 | 10/1/19 | *****2314 | Nicole Hackett | DD - ES | **1,758.00** |
| 100119156 | 10/1/19 | *****6176 | Asharfun Nisha Hafiz | DD - ES | **1,720.00** |
| 100119157 | 10/1/19 | *****0457 | Jeffrey Paul Hagler | DD - ES | **3,612.00** |
| 100119158 | 10/1/19 | *****9827 | Delores Jane Hall | DD - ES | **1,532.00** |
| 100119159 | 10/1/19 | *****4299 | Clarence Jerome Hardison | DD - ES | **1,658.00** |
| 100119160 | 10/1/19 | *****6228 | David L Hart | DD - ES | **1,779.00** |
| 100119161 | 10/1/19 | *****1769 | Lawrence Harrold | DD - ES | **7,193.00** |
| 100119162 | 10/1/19 | *****7423 | Delta Hawaii Garden Apartments LLC | DD - ES | **4,237.00** |
| 100119163 | 10/1/19 | *****5859 | Chuanhu He | DD - ES | **1,810.00** |
| 100119164 | 10/1/19 | *****6728 | David T. Hennigan | DD - ES | **16,238.00** |
| 100119165 | 10/1/19 | *****3097 | Silvester C. Henderson | DD - ES | **3,943.00** |
| 100119166 | 10/1/19 | *****5221 | Anna Hernandez | DD - ES | **1,512.00** |
| 100119167 | 10/1/19 | *****3423 | Sally Lea Hickman | DD - ES | **1,493.00** |
| 100119168 | 10/1/19 | *****1603 | Marva Hill | DD - ES | **632.00** |
| 100119169 | 10/1/19 | *****6255 | Carl E. Hoard II | DD - ES | **515.00** |
| 100119170 | 10/1/19 | *****7386 | Hanh Huu Hoang | DD - ES | **2,789.00** |
| 100119171 | 10/1/19 | *****5654 | Havy S Hoag | DD - ES | **2,696.00** |
| 100119172 | 10/1/19 | *****4106 | Albert Ho | DD - ES | **1,784.00** |
| 100119173 | 10/1/19 | *****2084 | Annie Ho<br>The Annie Ho Living Trust | DD - ES | **1,161.00** |
| 100119174 | 10/1/19 | *****8576 | Joyce Ann Hoffman | DD - ES | **1,452.00** |
| 100119175 | 10/1/19 | *****7451 | Gloria H. Holbrook | DD - ES | **1,521.00** |
| 100119176 | 10/1/19 | *****4543 | Ronald G. Holmes | DD - ES | **950.00** |
| 100119177 | 10/1/19 | *****2768 | Invitation Homes | DD - ES | **2,521.00** |

©2019, MRI Software LLC - All Rights Reserved.

| | | | | | |
|---|---|---|---|---|---|
| 100119178 | 10/1/19 | *****5700 | Tony Ho | DD - ES | **1,261.00** |
| 100119179 | 10/1/19 | *****9956 | Cheng Huang | DD - ES | **2,899.00** |
| 100119180 | 10/1/19 | *****1535 | Fanny Kao Huang | DD - ES | **2,223.00** |
| 100119181 | 10/1/19 | *****8816 | Ming Zin Huang | DD - ES | **2,801.00** |
| 100119182 | 10/1/19 | *****7984 | Tao Huang | DD - ES | **6,753.00** |
| 100119183 | 10/1/19 | *****9084 | Nancy Xiu Zhen Hu | DD - ES | **2,327.00** |
| 100119184 | 10/1/19 | *****6229 | Thinh Trieu Huynh | DD - ES | **2,000.00** |
| 100119185 | 10/1/19 | *****0778 | IGreen House Inc. | DD - ES | **1,189.00** |
| 100119186 | 10/1/19 | *****4320 | IH2 Property West, L.P. | DD - ES | **1,361.00** |
| 100119187 | 10/1/19 | *****7951 | IH5 Property West LP | DD - ES | **2,904.00** |
| 100119188 | 10/1/19 | *****7013 | Eugene G. Imperato | DD - ES | **1,468.00** |
| 100119189 | 10/1/19 | *****8323 | Keyee Investment LLC | DD - ES | **808.00** |
| 100119190 | 10/1/19 | *****1017 | LaShon D Irving | DD - ES | **1,951.00** |
| 100119191 | 10/1/19 | *****0911 | Mario Isidro | DD - ES | **1,955.00** |
| 100119192 | 10/1/19 | *****6821 | Michael or Kay Isola | DD - ES | **1,110.00** |
| 100119193 | 10/1/19 | *****4913 | Jabbarr Love | DD - ES | **1,321.00** |
| 100119194 | 10/1/19 | *****2036 | Brandi Jackson<br>C/O Perry Realty Team | DD - ES | **2,120.00** |
| 100119195 | 10/1/19 | *****5120 | Deepika Sameer Jain | DD - ES | **5,993.00** |
| 100119196 | 10/1/19 | *****4910 | Sameer Jain | DD - ES | **1,931.00** |
| 100119197 | 10/1/19 | *****3307 | Vishal S. Jain | DD - ES | **1,952.00** |
| 100119198 | 10/1/19 | *****1349 | Jason Le | DD - ES | **2,441.00** |
| 100119199 | 10/1/19 | *****6917 | Jian Xing Zhang | DD - ES | **1,493.00** |
| 100119200 | 10/1/19 | *****5506 | Jason K. Johnson | DD - ES | **2,804.00** |
| 100119201 | 10/1/19 | *****8569 | Ronita Johnson | DD - ES | **1,487.00** |
| 100119202 | 10/1/19 | *****8867 | James Jones | DD - ES | **1,963.00** |
| 100119203 | 10/1/19 | *****2434 | Sharon Jones | DD - ES | **1,756.00** |
| 100119204 | 10/1/19 | *****4905 | Mostaeen B Jouya | DD - ES | **2,219.00** |
| 100119205 | 10/1/19 | *****3526 | JPH Investment Trust | DD - ES | **2,493.00** |
| 100119206 | 10/1/19 | *****5647 | Om Parkash Kalra | DD - ES | **3,183.00** |
| 100119207 | 10/1/19 | *****8425 | Wei Kang | DD - ES | **4,066.00** |
| 100119208 | 10/1/19 | *****1731 | Deepinder Kaur | DD - ES | **2,282.00** |
| 100119209 | 10/1/19 | *****7429 | Navkirandeep Kaur | DD - ES | **2,436.00** |
| 100119210 | 10/1/19 | *****6180 | K. E. M. Group LLC | DD - ES | **1,899.00** |
| 100119211 | 10/1/19 | *****9411 | Anthony Keslinke | DD - ES | **1,502.00** |
| 100119212 | 10/1/19 | *****2578 | Faraz Ali Khan | DD - ES | **1,144.00** |
| 100119213 | 10/1/19 | *****0839 | Alan T. Kilpatrick | DD - ES | **441.00** |
| 100119214 | 10/1/19 | *****0888 | KW Kirker Creek, LLC | DD - ES | **2,993.00** |
| 100119215 | 10/1/19 | *****7475 | Qi Yun Kuang | DD - ES | **6,510.00** |
| 100119216 | 10/1/19 | *****8506 | Simon Kailiang Kuang | DD - ES | **1,658.00** |
| 100119217 | 10/1/19 | *****9316 | Zdzislaw Kujawa | DD - ES | **1,337.00** |

©2019, MRI Software LLC - All Rights Reserved.

| | | | | | |
|---|---|---|---|---|---|
| 100119218 | 10/1/19 | *****2585 | Daniel Kwan | DD - ES | **3,525.00** |
| 100119219 | 10/1/19 | *****6229 | Simon Chuen-Sang Kwong | DD - ES | **980.00** |
| 100119220 | 10/1/19 | *****8326 | Thomas LaFleur | DD - ES | **1,487.00** |
| 100119221 | 10/1/19 | *****7845 | Chow Kang Lam | DD - ES | **2,102.00** |
| 100119222 | 10/1/19 | *****6520 | Shirley Manly-Lampkin | DD - ES | **1,032.00** |
| 100119223 | 10/1/19 | *****7975 | Peter C. Larsen | DD - ES | **1,449.00** |
| 100119224 | 10/1/19 | *****2401 | Kevin Lassair<br>Terrilyn Lassair | DD - ES | **1,954.00** |
| 100119225 | 10/1/19 | *****4732 | Latif, LLC | DD - ES | **2,917.00** |
| 100119226 | 10/1/19 | *****8107 | Marnita G. Lawson | DD - ES | **1,093.00** |
| 100119227 | 10/1/19 | *****2293 | LCSTAR, LLC | DD - ES | **4,628.00** |
| 100119228 | 10/1/19 | *****0984 | Dao Tran Le | DD - ES | **550.00** |
| 100119229 | 10/1/19 | *****8548 | Jack Wai Lee | DD - ES | **2,046.00** |
| 100119230 | 10/1/19 | *****1755 | Siu Wan Windytiti Lee | DD - ES | **2,185.00** |
| 100119231 | 10/1/19 | *****2527 | Steven Lee | DD - ES | **1,131.00** |
| 100119232 | 10/1/19 | *****5289 | Yuhjen Juang Lee | DD - ES | **1,790.00** |
| 100119233 | 10/1/19 | *****7087 | Huy Nguyen Le | DD - ES | **2,700.00** |
| 100119234 | 10/1/19 | *****1860 | Lena Le | DD - ES | **989.00** |
| 100119235 | 10/1/19 | *****3782 | Joseph C. Lerma | DD - ES | **1,016.00** |
| 100119236 | 10/1/19 | *****3555 | Yiping I. and Frederic Leroudier | DD - ES | **2,100.00** |
| 100119237 | 10/1/19 | *****3410 | John M. Leung | DD - ES | **7,292.00** |
| 100119238 | 10/1/19 | *****3743 | May Leung or Rodney Chen | DD - ES | **3,476.00** |
| 100119239 | 10/1/19 | *****2110 | Peter Leung | DD - ES | **2,551.00** |
| 100119240 | 10/1/19 | *****5185 | Fortunee Lichaa | DD - ES | **936.00** |
| 100119241 | 10/1/19 | *****3386 | James J. Busby and Irvin Deutcher a Partnership DBA Crestview Apartments | DD - ES | **9,391.00** |
| 100119242 | 10/1/19 | *****0416 | Faqiang Li | DD - ES | **681.00** |
| 100119243 | 10/1/19 | *****8871 | Jie Li | DD - ES | **1,984.00** |
| 100119244 | 10/1/19 | *****7827 | Jinhuan Li | DD - ES | **1,524.00** |
| 100119245 | 10/1/19 | *****9346 | Joshua Li | DD - ES | **1,486.00** |
| 100119246 | 10/1/19 | *****5495 | Jian S Lin | DD - ES | **1,669.00** |
| 100119247 | 10/1/19 | *****2649 | Tim Lindstrom<br>c/o AAA Property Management | DD - ES | **1,133.00** |
| 100119248 | 10/1/19 | *****3881 | Vivian Y Li | DD - ES | **989.00** |
| 100119250 | 10/1/19 | *****0050 | Wei Min Li | DD - ES | **1,712.00** |
| 100119251 | 10/1/19 | *****9003 | Ying Hong Li | DD - ES | **1,490.00** |
| 100119252 | 10/1/19 | *****0198 | Belkis Zhong Li | DD - ES | **2,894.00** |
| 100119253 | 10/1/19 | *****1646 | Paul Long | DD - ES | **2,906.00** |
| 100119254 | 10/1/19 | *****1474 | Los Medanos Village Apartments | DD - ES | **19,210.00** |
| 100119255 | 10/1/19 | *****7531 | Tony or Yvonne Louie | DD - ES | **1,393.00** |
| 100119256 | 10/1/19 | *****1790 | Valerie Love | DD - ES | **544.00** |
| 100119257 | 10/1/19 | *****5602 | Marshall & Sonya Lowe | DD - ES | **1,116.00** |

©2019, MRI Software LLC - All Rights Reserved.

| | | | | | |
|---|---|---|---|---|---|
| 100119258 | 10/1/19 | *****3708 | Anthony Charles Loyola | DD - ES | **1,300.00** |
| 100119259 | 10/1/19 | *****7720 | Jose Loza | DD - ES | **693.00** |
| 100119260 | 10/1/19 | *****2354 | Andrew Kin Lui | DD - ES | **2,541.00** |
| 100119261 | 10/1/19 | *****4658 | Wei Liu<br>Guangxin Frank Liu | DD - ES | **1,871.00** |
| 100119262 | 10/1/19 | *****7843 | The Entrust Group, Inc. FBO Theodore Lum IRA (acct #34892) | DD - ES | **1,740.00** |
| 100119263 | 10/1/19 | *****1821 | Curtis H. Lundberg | DD - ES | **571.00** |
| 100119264 | 10/1/19 | *****1596 | Kenneth Luong | DD - ES | **1,581.00** |
| 100119265 | 10/1/19 | *****1494 | Xiangwen Lu | DD - ES | **2,767.00** |
| 100119266 | 10/1/19 | *****2147 | Chi Vien Ly | DD - ES | **1,607.00** |
| 100119267 | 10/1/19 | *****5430 | Kiet A. Ly | DD - ES | **1,794.00** |
| 100119268 | 10/1/19 | *****6525 | Madelyn Ann Massey<br>Trustee of the 2017 Massey Family Trust | DD - ES | **1,640.00** |
| 100119269 | 10/1/19 | *****5865 | Rakesh Madra | DD - ES | **3,162.00** |
| 100119270 | 10/1/19 | *****2191 | Radha Mahesram | DD - ES | **1,391.00** |
| 100119271 | 10/1/19 | *****7358 | Mahnoor Tariq | DD - ES | **2,670.00** |
| 100119272 | 10/1/19 | *****4372 | Jennifer Leung Ma | DD - ES | **3,256.00** |
| 100119273 | 10/1/19 | *****1989 | Jeff Mann | DD - ES | **5,901.00** |
| 100119274 | 10/1/19 | *****5378 | Glenn Marshall | DD - ES | **2,500.00** |
| 100119275 | 10/1/19 | *****2875 | Marla Y Harrison | DD - ES | **537.00** |
| 100119276 | 10/1/19 | *****9317 | Ramey J Marquez | DD - ES | **1,640.00** |
| 100119277 | 10/1/19 | *****4697 | Elisa Aurora Martinez | DD - ES | **2,776.00** |
| 100119278 | 10/1/19 | *****9206 | Demetria d Mason | DD - ES | **1,850.00** |
| 100119279 | 10/1/19 | *****6768 | Matrixone Realty | DD - ES | **1,032.00** |
| 100119280 | 10/1/19 | *****5255 | Helen McCarthy | DD - ES | **1,946.00** |
| 100119281 | 10/1/19 | *****7174 | Samuel McCree | DD - ES | **1,239.00** |
| 100119282 | 10/1/19 | *****6494 | Dorothy McDonald | DD - ES | **1,750.00** |
| 100119284 | 10/1/19 | *****1152 | Janice K McLean | DD - ES | **1,700.00** |
| 100119285 | 10/1/19 | *****4675 | Meadow Glen Apartments | DD - ES | **1,907.00** |
| 100119286 | 10/1/19 | *****9866 | Tatung Mei | DD - ES | **3,564.00** |
| 100119287 | 10/1/19 | *****4316 | Joel Mejia | DD - ES | **899.00** |
| 100119288 | 10/1/19 | *****5245 | Jinyu Meng | DD - ES | **2,239.00** |
| 100119289 | 10/1/19 | *****4885 | Sabine Menzel | DD - ES | **5,250.00** |
| 100119290 | 10/1/19 | *****0133 | Mercedes P. Johnson | DD - ES | **614.00** |
| 100119291 | 10/1/19 | *****7793 | Dennis Meyer<br>Kinetic Real Estate/ Marelise Navaroo | DD - ES | **1,487.00** |
| 100119292 | 10/1/19 | *****8272 | Hector Meza | DD - ES | **1,650.00** |
| 100119293 | 10/1/19 | *****9885 | Andrew S Miloslavich | DD - ES | **1,668.00** |
| 100119294 | 10/1/19 | *****7437 | Perchak Properties for Carol Miller | DD - ES | **1,940.00** |
| 100119295 | 10/1/19 | *****9782 | Maryann Miller | DD - ES | **1,194.00** |
| 100119296 | 10/1/19 | *****2618 | Carlos J Miranda | DD - ES | **764.00** |

©2019, MRI Software LLC - All Rights Reserved.

| | | | | | |
|---|---|---|---|---|---|
| 100119297 | 10/1/19 | *****0772 | Hassan Mirabedi | DD - ES | **7,923.00** |
| 100119298 | 10/1/19 | *****6741 | Gwendolyn Mitchell | DD - ES | **3,798.00** |
| 100119299 | 10/1/19 | *****7083 | Ronnie Eric Moffett Estate | DD - ES | **2,018.00** |
| 100119300 | 10/1/19 | *****6340 | Moe Mojaddidi | DD - ES | **3,000.00** |
| 100119301 | 10/1/19 | *****0985 | Rodney Montgomery<br>or Sharon Montgomery | DD - ES | **1,647.00** |
| 100119302 | 10/1/19 | *****4676 | Erik L Morris | DD - ES | **2,131.00** |
| 100119303 | 10/1/19 | *****3624 | Diane Morin | DD - ES | **1,790.00** |
| 100119304 | 10/1/19 | *****3642 | Eva Munn | DD - ES | **952.00** |
| 100119305 | 10/1/19 | *****8820 | Brien Brothers, LLC<br>C/O Mynd Management, IC. | DD - ES | **1,618.00** |
| 100119306 | 10/1/19 | *****0105 | Ehsan Nabkel | DD - ES | **2,911.00** |
| 100119307 | 10/1/19 | *****9276 | Fariba Naji | DD - ES | **1,861.00** |
| 100119308 | 10/1/19 | *****6234 | Shinder Paul Narabut | DD - ES | **7,135.00** |
| 100119309 | 10/1/19 | *****0054 | NC Associates, Inc. | DD - ES | **17,156.00** |
| 100119310 | 10/1/19 | *****9180 | Michael Nelson | DD - ES | **2,600.00** |
| 100119311 | 10/1/19 | *****5257 | Guy Nesbeth | DD - ES | **2,953.00** |
| 100119312 | 10/1/19 | *****1072 | Dominic Y Ng | DD - ES | **3,300.00** |
| 100119313 | 10/1/19 | *****3604 | Knowland Ging Ng | DD - ES | **4,749.00** |
| 100119314 | 10/1/19 | *****8594 | Patrick Ng<br>Mike Perry, Property Manager | DD - ES | **1,716.00** |
| 100119315 | 10/1/19 | *****0738 | Hieu Nguyen | DD - ES | **2,033.00** |
| 100119316 | 10/1/19 | *****7154 | Huy Quang Nguyen | DD - ES | **2,419.00** |
| 100119317 | 10/1/19 | *****8307 | Mai Thi Thanh Nguyen | DD - ES | **1,925.00** |
| 100119318 | 10/1/19 | *****4366 | Quyen Nguyen | DD - ES | **1,900.00** |
| 100119319 | 10/1/19 | *****8241 | Tieu Nguyen | DD - ES | **1,358.00** |
| 100119320 | 10/1/19 | *****2660 | Nichole Nicholson | DD - ES | **2,303.00** |
| 100119321 | 10/1/19 | *****7265 | Ernest Nichols III | DD - ES | **3,184.00** |
| 100119322 | 10/1/19 | *****6497 | Peter Niloufari | DD - ES | **5,105.00** |
| 100119324 | 10/1/19 | *****8129 | Kevin Nord<br>Nord Investment Real Estate | DD - ES | **1,350.00** |
| 100119325 | 10/1/19 | *****0056 | Richard A Norte | DD - ES | **2,603.00** |
| 100119326 | 10/1/19 | *****2286 | North State Financial, Inc. | DD - ES | **1,501.00** |
| 100119327 | 10/1/19 | *****7171 | New Way Management Services, Inc. | DD - ES | **18,240.00** |
| 100119328 | 10/1/19 | *****1194 | Jennifer Odei | DD - ES | **1,448.00** |
| 100119329 | 10/1/19 | *****5572 | Dwight J Owens | DD - ES | **652.00** |
| 100119330 | 10/1/19 | *****1780 | Diane Oles | DD - ES | **1,754.00** |
| 100119331 | 10/1/19 | *****4543 | Esosa A. Omokaro | DD - ES | **2,186.00** |
| 100119332 | 10/1/19 | *****0588 | Orange County Housing Authority<br>Orange County Housing Authority | DD - ES | **2,304.27** |
| 100119333 | 10/1/19 | *****3741 | Sandra L Ortiz | DD - ES | **1,822.00** |
| 100119334 | 10/1/19 | *****1081 | Chinenye Osuagwu | DD - ES | **2,582.00** |

©2019, MRI Software LLC - All Rights Reserved.

| | | | | | |
|---|---|---|---|---|---|
| 100119335 | 10/1/19 | *****9139 | Olubukola Amoke Oyebade | DD - ES | **2,462.00** |
| 100119336 | 10/1/19 | *****3324 | Mutlu Ozer | DD - ES | **1,807.00** |
| 100119337 | 10/1/19 | *****4083 | Pacific Living, LLC | DD - ES | **2,769.00** |
| 100119338 | 10/1/19 | *****7811 | Hemangini & Vijendra Patel | DD - ES | **2,106.00** |
| 100119339 | 10/1/19 | *****0885 | Kokila Patel | DD - ES | **1,023.00** |
| 100119340 | 10/1/19 | *****8684 | Virendra M. Patel | DD - ES | **1,105.00** |
| 100119341 | 10/1/19 | *****8047 | Jason Pauline | DD - ES | **1,351.00** |
| 100119342 | 10/1/19 | *****1939 | Paula D. Williams | DD - ES | **2,014.00** |
| 100119343 | 10/1/19 | *****5165 | Scott Pease | DD - ES | **1,262.00** |
| 100119344 | 10/1/19 | *****3278 | Maria Del Carmen Perez | DD - ES | **263.00** |
| 100119345 | 10/1/19 | *****6784 | Lowde Y. Perkins | DD - ES | **919.00** |
| 100119346 | 10/1/19 | *****8225 | Shiv Pertab | DD - ES | **2,805.00** |
| 100119347 | 10/1/19 | *****4893 | Cong Thi Pham | DD - ES | **2,511.00** |
| 100119348 | 10/1/19 | *****0958 | Pittsburg Park Apartments | DD - ES | **3,154.00** |
| 100119349 | 10/1/19 | *****1097 | Marianne Head<br>Bay Point Orphans Fund, LLC | DD - ES | **3,219.00** |
| 100119350 | 10/1/19 | *****7605 | Portofino Apartments | DD - ES | **7,894.00** |
| 100119351 | 10/1/19 | *****8826 | Prime Metropolis Properties, Inc. | DD - ES | **3,227.00** |
| 100119352 | 10/1/19 | *****2849 | IH5 Property West LP | DD - ES | **2,381.00** |
| 100119353 | 10/1/19 | *****3398 | Marples Property Management | DD - ES | **3,321.00** |
| 100119354 | 10/1/19 | *****4650 | A. Meadows Property Management | DD - ES | **1,415.00** |
| 100119355 | 10/1/19 | *****6551 | Parks Properties | DD - ES | **1,726.00** |
| 100119356 | 10/1/19 | *****7789 | Stokley Properties LLC Harbor | DD - ES | **2,268.00** |
| 100119357 | 10/1/19 | *****8055 | Property Upsurge, Inc. | DD - ES | **10,089.00** |
| 100119358 | 10/1/19 | *****0782 | Amjad Qaqish | DD - ES | **783.00** |
| 100119359 | 10/1/19 | *****9542 | Sam or Sonia Quinones | DD - ES | **1,800.00** |
| 100119360 | 10/1/19 | *****4029 | Amos Radford | DD - ES | **1,451.00** |
| 100119361 | 10/1/19 | *****1034 | Kuljit P Raju | DD - ES | **1,302.00** |
| 100119362 | 10/1/19 | *****2261 | Paramjit K. Raju | DD - ES | **3,030.00** |
| 100119363 | 10/1/19 | *****3452 | Christopher Ramirez | DD - ES | **1,837.00** |
| 100119364 | 10/1/19 | *****8489 | Enrique or Stacy Ramirez | DD - ES | **548.00** |
| 100119365 | 10/1/19 | *****2162 | Erika Ramirez | DD - ES | **2,225.00** |
| 100119367 | 10/1/19 | *****6068 | David Raughton | DD - ES | **1,772.00** |
| 100119368 | 10/1/19 | *****8337 | RayCaro Inc. | DD - ES | **3,026.00** |
| 100119369 | 10/1/19 | *****8227 | Croskey Real Estate, Inc. | DD - ES | **1,855.00** |
| 100119370 | 10/1/19 | *****6703 | Amerasia Real Estate Fund LLC | DD - ES | **4,728.00** |
| 100119371 | 10/1/19 | *****7083 | Reliant - Woods Grove, LP | DD - ES | **13,507.00** |
| 100119372 | 10/1/19 | *****7349 | Eric Franklin Remson | DD - ES | **1,336.00** |
| 100119373 | 10/1/19 | *****9215 | Kameryn Victoria Ray | DD - ES | **2,851.00** |
| 100119374 | 10/1/19 | *****9321 | Roger Riley | DD - ES | **1,901.00** |
| 100119375 | 10/1/19 | *****4562 | Rising Investments LLC | DD - ES | **2,112.00** |

©2019, MRI Software LLC - All Rights Reserved.

| | | | | | |
|---|---|---|---|---|---|
| 100119376 | 10/1/19 | *****4809 | Robert W. Daniels | DD - ES | **2,416.00** |
| 100119377 | 10/1/19 | *****0694 | Jason Ruffin | DD - ES | **2,862.00** |
| 100119378 | 10/1/19 | *****4579 | Elvira Ruiz | DD - ES | **1,578.00** |
| 100119379 | 10/1/19 | *****5248 | Constance Russell | DD - ES | **1,087.00** |
| 100119380 | 10/1/19 | *****3871 | Maridel P Santos | DD - ES | **1,597.00** |
| 100119381 | 10/1/19 | *****3011 | Alicia Saucedo | DD - ES | **1,218.00** |
| 100119382 | 10/1/19 | *****7615 | Gregory Paul Schulz | DD - ES | **1,091.00** |
| 100119383 | 10/1/19 | *****9954 | Richard M. Sciortino | DD - ES | **2,358.00** |
| 100119384 | 10/1/19 | *****7031 | Jacqueline Selinger | DD - ES | **1,534.00** |
| 100119385 | 10/1/19 | *****5346 | Young Sook Seroy | DD - ES | **1,724.00** |
| 100119386 | 10/1/19 | *****1446 | Mohinder Sharma | DD - ES | **1,003.00** |
| 100119387 | 10/1/19 | *****7239 | Shailesh & Bela Patel | DD - ES | **3,528.00** |
| 100119388 | 10/1/19 | *****1357 | Mohammad Shekib | DD - ES | **1,946.00** |
| 100119389 | 10/1/19 | *****1370 | James Shipe, c/o<br>Richard Grijalva, East Cty Brokers | DD - ES | **1,946.00** |
| 100119390 | 10/1/19 | *****5981 | Yihui Shi | DD - ES | **1,721.00** |
| 100119391 | 10/1/19 | *****7789 | Siena Court Apartments | DD - ES | **9,986.00** |
| 100119392 | 10/1/19 | *****7396 | Sierra Pacific Properties<br>Peppertree Apartments | DD - ES | **4,319.00** |
| 100119393 | 10/1/19 | *****7396 | Sierra Pacific Properties<br>Woodland Hills Apartments | DD - ES | **11,620.00** |
| 100119394 | 10/1/19 | *****6650 | Frank M. Siino | DD - ES | **896.00** |
| 100119395 | 10/1/19 | *****8035 | Joseph Michael Siino | DD - ES | **1,525.00** |
| 100119396 | 10/1/19 | *****5399 | Gloria Silva | DD - ES | **681.00** |
| 100119397 | 10/1/19 | *****8407 | Marc J. Simpson | DD - ES | **1,455.00** |
| 100119398 | 10/1/19 | *****3639 | Raman Singh | DD - ES | **2,121.00** |
| 100119399 | 10/1/19 | *****6058 | Son Singh | DD - ES | **1,521.00** |
| 100119400 | 10/1/19 | *****0700 | Crystal Situ | DD - ES | **1,505.00** |
| 100119401 | 10/1/19 | *****3853 | Lakesha Michelle Smith<br>Lionel R Smith | DD - ES | **1,975.00** |
| 100119402 | 10/1/19 | *****4970 | Molly Smith | DD - ES | **1,870.00** |
| 100119403 | 10/1/19 | *****9092 | Sherritta M Smith | DD - ES | **1,004.00** |
| 100119404 | 10/1/19 | *****0670 | Southern Nevada Regional Housing Authority | DD - ES | **1,188.11** |
| 100119405 | 10/1/19 | *****2032 | Cinthia Sosa | DD - ES | **2,165.00** |
| 100119406 | 10/1/19 | *****6977 | Angela E. Robinson-Spencer | DD - ES | **2,000.00** |
| 100119408 | 10/1/19 | *****5343 | Deborah Steppe | DD - ES | **2,046.00** |
| 100119409 | 10/1/19 | *****1601 | George W. Stephens | DD - ES | **1,661.00** |
| 100119410 | 10/1/19 | *****5308 | R R Rentals | DD - ES | **1,700.00** |
| 100119412 | 10/1/19 | *****1808 | Jezzy Sukaemi | DD - ES | **2,518.00** |
| 100119413 | 10/1/19 | *****7479 | Ms. Li Su | DD - ES | **2,571.00** |
| 100119414 | 10/1/19 | *****8534 | Suma Aryaei | DD - ES | **2,702.00** |
| 100119415 | 10/1/19 | *****1235 | Summit Venture Group, LLC | DD - ES | **2,364.00** |

©2019, MRI Software LLC - All Rights Reserved.

| | | | | | |
|---|---|---|---|---|---|
| 100119416 | 10/1/19 | *****6168 | Kamaljeet Surila | DD - ES | **1,570.00** |
| 100119417 | 10/1/19 | *****0399 | Joyce Hui Sy | DD - ES | **6,278.00** |
| 100119418 | 10/1/19 | *****1242 | Hamed Tafaghodi<br>Alexis Tafaghodi | DD - ES | **1,367.00** |
| 100119419 | 10/1/19 | *****3190 | Sha Sha Teng | DD - ES | **2,456.00** |
| 100119420 | 10/1/19 | *****6283 | Yun Teng<br>Weijie Zhang | DD - ES | **2,008.00** |
| 100119421 | 10/1/19 | *****9166 | Ms. Natasha Terry | DD - ES | **2,282.00** |
| 100119422 | 10/1/19 | *****2164 | Quyen Minh Thai | DD - ES | **1,800.00** |
| 100119423 | 10/1/19 | *****9314 | Silvia Thein and Ada Choi | DD - ES | **1,779.00** |
| 100119424 | 10/1/19 | *****7191 | Tequila Nashannon Thornton | DD - ES | **1,161.00** |
| 100119425 | 10/1/19 | *****4049 | ChingJen Tong | DD - ES | **1,703.00** |
| 100119426 | 10/1/19 | *****1714 | Yoway Wilson Tong | DD - ES | **1,671.00** |
| 100119427 | 10/1/19 | *****1405 | Lourdes or Raymond Tovar | DD - ES | **1,825.00** |
| 100119428 | 10/1/19 | *****2094 | Raphael Minhtuyen Tran | DD - ES | **2,825.00** |
| 100119429 | 10/1/19 | *****1327 | Thuy Tran | DD - ES | **1,250.00** |
| 100119430 | 10/1/19 | *****6165 | Thanh Van Trinh | DD - ES | **1,506.00** |
| 100119431 | 10/1/19 | *****1650 | Ms. Wendie Hue Trinh | DD - ES | **2,493.00** |
| 100119432 | 10/1/19 | *****3572 | Nhan Chi Truong | DD - ES | **978.00** |
| 100119433 | 10/1/19 | *****5313 | Sean Thuyet Truong | DD - ES | **1,290.00** |
| 100119434 | 10/1/19 | *****9321 | Van Truong | DD - ES | **1,658.00** |
| 100119435 | 10/1/19 | *****8392 | Xavier Van Truong | DD - ES | **5,922.00** |
| 100119436 | 10/1/19 | *****5553 | David Tseng | DD - ES | **3,207.00** |
| 100119437 | 10/1/19 | *****2907 | Frank Lokeni Uu<br>Martha Jauregui Morales | DD - ES | **2,181.00** |
| 100119438 | 10/1/19 | *****4582 | Lidia Valladares | DD - ES | **2,165.00** |
| 100119439 | 10/1/19 | *****0250 | Victor D Valenzuela | DD - ES | **1,635.00** |
| 100119440 | 10/1/19 | *****3371 | Gary D. Vasconcellos | DD - ES | **1,438.00** |
| 100119441 | 10/1/19 | *****8457 | Sareena Lata Velu | DD - ES | **2,109.00** |
| 100119442 | 10/1/19 | *****9682 | Nuno G Vieira | DD - ES | **4,338.00** |
| 100119443 | 10/1/19 | *****2720 | Stephen Cordell Wafer | DD - ES | **1,071.00** |
| 100119444 | 10/1/19 | *****2768 | Huan Rong Wang | DD - ES | **1,366.00** |
| 100119445 | 10/1/19 | *****6924 | Lining Wan | DD - ES | **1,863.00** |
| 100119446 | 10/1/19 | *****6945 | Wei Wang | DD - ES | **1,980.00** |
| 100119447 | 10/1/19 | *****1634 | Yu Ruo Wang | DD - ES | **2,165.00** |
| 100119448 | 10/1/19 | *****7593 | Ms. Brigitte Warren<br>C/O Perry Realty Team | DD - ES | **2,450.00** |
| 100119449 | 10/1/19 | *****5502 | Mildred Lucille Washington | DD - ES | **1,996.00** |
| 100119451 | 10/1/19 | *****4384 | Wenying Chang | DD - ES | **2,123.00** |
| 100119452 | 10/1/19 | *****5295 | Holly Wen | DD - ES | **1,205.00** |

©2019, MRI Software LLC - All Rights Reserved.

| | | | | | |
|---|---|---|---|---|---|
| 100119453 | 10/1/19 | *****4908 | Lewis White & Ruth White<br>Elma Ruth White | DD - ES | **4,895.00** |
| 100119455 | 10/1/19 | *****7867 | Ms Adrienne Wilson<br>C/O Gabe Essoe | DD - ES | **1,758.00** |
| 100119456 | 10/1/19 | *****5057 | Kathleen and John Wilson | DD - ES | **1,275.00** |
| 100119457 | 10/1/19 | *****8702 | Kathy D. Williams | DD - ES | **2,796.00** |
| 100119458 | 10/1/19 | *****5480 | Tasia La Vonda Williams | DD - ES | **2,378.00** |
| 100119459 | 10/1/19 | *****5026 | Windeler Development Group, Inc. | DD - ES | **1,245.00** |
| 100119460 | 10/1/19 | *****1862 | Danny Ching-Yam Wong | DD - ES | **1,979.00** |
| 100119461 | 10/1/19 | *****1157 | Har Pan Wong | DD - ES | **7,154.00** |
| 100119462 | 10/1/19 | *****6356 | Joanne Wong | DD - ES | **1,825.00** |
| 100119463 | 10/1/19 | *****1060 | Kinney Ming Wong | DD - ES | **1,300.00** |
| 100119464 | 10/1/19 | *****2784 | Vincent Wong | DD - ES | **2,600.00** |
| 100119465 | 10/1/19 | *****1853 | WR Properties, Inc. | DD - ES | **4,565.00** |
| 100119466 | 10/1/19 | *****3962 | Hong Wu | DD - ES | **3,580.00** |
| 100119467 | 10/1/19 | *****3698 | Zhang Jin Wu | DD - ES | **3,240.00** |
| 100119469 | 10/1/19 | *****2651 | Sheree Wynn | DD - ES | **2,094.00** |
| 100119470 | 10/1/19 | *****5388 | Jian Ai Xuan | DD - ES | **1,940.00** |
| 100119471 | 10/1/19 | *****3880 | Ping Ping Xu<br>Keming Wang | DD - ES | **3,585.00** |
| 100119472 | 10/1/19 | *****4383 | Yifan Ye<br>Mike Perry, Property Manager | DD - ES | **2,561.00** |
| 100119473 | 10/1/19 | *****2366 | Karl Yick<br>C/O Teresita D. Pereira | DD - ES | **1,864.00** |
| 100119474 | 10/1/19 | *****6779 | Sally Yip | DD - ES | **1,449.00** |
| 100119475 | 10/1/19 | *****6210 | Yong Qiang Lu | DD - ES | **1,777.00** |
| 100119476 | 10/1/19 | *****6178 | Chris Kui You | DD - ES | **2,381.00** |
| 100119477 | 10/1/19 | *****7622 | Yee Yue Cheung | DD - ES | **1,256.00** |
| 100119478 | 10/1/19 | *****8664 | Mohammad Zalmaiyar | DD - ES | **2,154.00** |
| 100119479 | 10/1/19 | *****0668 | Guangyu Zhang | DD - ES | **3,180.87** |
| 100119480 | 10/1/19 | *****7638 | Jielu Zhao | DD - ES | **1,156.00** |
| 100119481 | 10/1/19 | *****2940 | Wei Bin Zhang or Gao Wei | DD - ES | **1,731.00** |
| 100119482 | 10/1/19 | *****3259 | Xirong Zhao | DD - ES | **1,804.00** |
| 100119483 | 10/1/19 | *****4367 | Xiang Yang Zheng | DD - ES | **2,400.00** |
| 100119484 | 10/1/19 | *****3830 | Joy Yi Zhou | DD - ES | **2,489.00** |
| 100119485 | 10/1/19 | *****7805 | Shengguo Zhu | DD - ES | **4,730.00** |
| 100119486 | 10/1/19 | *****6132 | Ying Zhu | DD - ES | **5,239.00** |
| 100119487 | 10/1/19 | *****4651 | Weijie Zhang | DD - ES | **1,247.00** |

©2019, MRI Software LLC - All Rights Reserved.

**Housing Choice Voucher**

| | |
|---|---|
| HAP | 1,478,370.14 |
| UR | 11,182.41 |
| Damage Claim | 0.00 |
| Vacancy Claim | 0.00 |
| Administrative Fee | 1,162.19 |
| FSS Escrow Account | 0.00 |
| Shelter Plus Security Deposit | 0.00 |
| Other | 0.00 |
| **All Payments** | **$1,490,714.74** |

# Check Summary

October 1, 2019

| Check Number | Check Date | Payee Tax ID | Payee | | Amount |
|---|---|---|---|---|---|
| **VASH** | | | | | |
| 149612 | 10/1/19 | *****6041 | Anthony L Johnson | | **20.00** |
| 149616 | 10/1/19 | *****0064 | Ayaanna R Ireland | | **85.00** |
| 149619 | 10/1/19 | *****5756 | Christopher Smith | | **107.00** |
| 149626 | 10/1/19 | *****8461 | Irvin Brown | | **18.00** |
| 149640 | 10/1/19 | *****5735 | Michael Wimmer | | **170.00** |
| 149650 | 10/1/19 | *****7726 | Quamie Golliday | | **83.00** |
| 149655 | 10/1/19 | *****2665 | Stacy Smith | | **13.00** |
| 149658 | 10/1/19 | *****2982 | Timothy P Harrington | | **1.00** |
| 149660 | 10/1/19 | *****7845 | Troy Mills | | **31.00** |
| 149730 | 10/1/19 | *****9325 | JOW & AAW, LLC | | **1,594.00** |
| 149732 | 10/1/19 | *****9810 | Housing Authority of the County of Alameda | | **1,604.42** |
| 100119009 | 10/1/19 | *****4636 | Felipe Amarante | DD - ES | **1,479.00** |
| 100119019 | 10/1/19 | *****3909 | Ken Bartlett | DD - ES | **916.00** |
| 100119022 | 10/1/19 | *****7492 | Adrienne Kelly Belton | DD - ES | **1,060.00** |
| 100119044 | 10/1/19 | *****8860 | Joe Burns | DD - ES | **1,069.00** |
| 100119045 | 10/1/19 | *****8764 | William Joseph Burgoyne | DD - ES | **746.00** |
| 100119047 | 10/1/19 | *****2513 | Clara Beatriz Cardenas | DD - ES | **1,550.00** |
| 100119072 | 10/1/19 | *****0746 | Contra Costa County Housing Authority | DD - ES | **9,983.64** |
| 100119073 | 10/1/19 | *****0746 | Contra Costa County Housing Authority | DD - ES | **10,245.04** |
| 100119074 | 10/1/19 | *****0746 | Contra Costa County Housing Authority | DD - ES | **10,700.78** |
| 100119075 | 10/1/19 | *****0746 | Contra Costa County Housing Authority | DD - ES | **8,760.22** |
| 100119076 | 10/1/19 | *****0746 | Contra Costa County Housing Authority | DD - ES | **10,711.91** |
| 100119077 | 10/1/19 | *****0746 | Contra Costa County Housing Authority | DD - ES | **2,967.26** |

©2019, MRI Software LLC - All Rights Reserved.

| | | | | | |
|---|---|---|---|---|---|
| 100119080 | 10/1/19 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **7,109.00** |
| 100119081 | 10/1/19 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **1,289.00** |
| 100119082 | 10/1/19 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **7,270.00** |
| 100119083 | 10/1/19 | *****3772 | Creekside Apartment Investors LLC<br>DBA Creekside Village | DD - ES | **4,069.00** |
| 100119098 | 10/1/19 | *****9507 | Olga M. Disney | DD - ES | **1,169.00** |
| 100119103 | 10/1/19 | *****3406 | Mercy Housing California XXXVIII<br>East Leland Court Apartments | DD - ES | **603.00** |
| 100119111 | 10/1/19 | *****3881 | FFAH Marina Heights LLC | DD - ES | **890.00** |
| 100119112 | 10/1/19 | *****3881 | FFAH Marina Heights LLC | DD - ES | **2,323.00** |
| 100119113 | 10/1/19 | *****3881 | FFAH Marina Heights LLC | DD - ES | **2,745.00** |
| 100119118 | 10/1/19 | *****8096 | Robert Fitzstephens<br>Rob Fitzstephens | DD - ES | **1,602.00** |
| 100119123 | 10/1/19 | *****4032 | Fox Creek Apartments | DD - ES | **545.00** |
| 100119136 | 10/1/19 | *****5111 | Gateway Apartments | DD - ES | **4,162.00** |
| 100119153 | 10/1/19 | *****5267 | Abhilash Gupta | DD - ES | **1,730.00** |
| 100119164 | 10/1/19 | *****6728 | David T. Hennigan | DD - ES | **2,119.00** |
| 100119249 | 10/1/19 | *****1547 | Paul Livson | DD - ES | **3,126.00** |
| 100119283 | 10/1/19 | *****6342 | James & Diana Gail McDonald<br>c/o Yolanda McDonald | DD - ES | **1,500.00** |
| 100119323 | 10/1/19 | *****9886 | Northstar Financial Group, LLC | DD - ES | **3,580.00** |
| 100119354 | 10/1/19 | *****4650 | A. Meadows Property Management | DD - ES | **431.00** |
| 100119366 | 10/1/19 | *****7228 | Ramsey Horton | DD - ES | **1,265.00** |
| 100119369 | 10/1/19 | *****8227 | Croskey Real Estate, Inc. | DD - ES | **1,780.00** |
| 100119370 | 10/1/19 | *****6703 | Amerasia Real Estate Fund LLC | DD - ES | **5,145.00** |
| 100119371 | 10/1/19 | *****7083 | Reliant - Woods Grove, LP | DD - ES | **3,488.00** |
| 100119391 | 10/1/19 | *****7789 | Siena Court Apartments | DD - ES | **818.00** |
| 100119407 | 10/1/19 | *****3465 | Ramzi D Srouji | DD - ES | **1,661.00** |
| 100119411 | 10/1/19 | *****0437 | Suisun City Housing Authority | DD - ES | **867.42** |
| 100119428 | 10/1/19 | *****2094 | Raphael Minhtuyen Tran | DD - ES | **1,776.00** |
| 100119450 | 10/1/19 | *****4563 | Isidoro Weitzman | DD - ES | **2,045.00** |
| 100119453 | 10/1/19 | *****4908 | Lewis White & Ruth White<br>Elma Ruth White | DD - ES | **1,663.00** |
| 100119454 | 10/1/19 | *****9380 | Tracy J. Whitehead | DD - ES | **282.00** |
| 100119465 | 10/1/19 | *****1853 | WR Properties, Inc. | DD - ES | **1,700.00** |
| 100119468 | 10/1/19 | *****2556 | Drewcillia Wyatt | DD - ES | **1,239.00** |

©2019, MRI Software LLC - All Rights Reserved.

**VASH**

| | |
|---|---|
| HAP | 129,878.28 |
| UR | 528.00 |
| Damage Claim | 0.00 |
| Vacancy Claim | 0.00 |
| Administrative Fee | 3,500.41 |
| FSS Escrow Account | 0.00 |
| Shelter Plus Security Deposit | 0.00 |
| Other | 0.00 |
| **All Payments** | **$133,906.69** |

**Grand Total**

| | |
|---|---|
| HAP | 1,608,248.42 |
| UR | 11,710.41 |
| Damage Claim | 0.00 |
| Vacancy Claim | 0.00 |
| Administrative Fee | 4,662.60 |
| FSS Escrow Account | 0.00 |
| Shelter Plus Security Deposit | 0.00 |
| Other | 0.00 |
| **All Payments** | **$1,624,621.43** |

| | |
|---|---|
| HAP (Regular) | $ 1,200,661.83 |
| HAP (VASH) | 129,878.28 |
| HAP (Port-In) | 248,815.31 |
| HAP (Port-Out) | 28,893.00 |
| Utility Reimbursement | 11,710.41 |
| Admin Fee | 4,662.60 |
| Total | $ 1,624,621.43 |

DD - 1,573,347.82+
CKS — 51,273.61+
1,624,621.43*+

9/25/19 9/25/19

©2019, MRI Software LLC - All Rights Reserved.

# Check Summary

October 15, 2019

| | Check Number | Check Date | Payee Tax ID | Payee | | Amount |
|---|---|---|---|---|---|---|
| **Housing Choice Voucher** | | | | | | |
| * | 149752 | 10/15/19 | *****7921 | Amber B Hattley-Knox | | **74.00** |
| | 149753 | 10/15/19 | *****9926 | Annisha L Geran | | **57.00** |
| | 149754 | 10/15/19 | *****5232 | Danielle M Thomas | | **52.00** |
| | 149755 | 10/15/19 | *****1747 | Dorothy T Paige | | **79.00** |
| | 149756 | 10/15/19 | *****1057 | Diamond Hillside Apartments | | **1,279.00** |
| * | 101519001 | 10/15/19 | *****5951 | Stoneman Apartments | DD - ES | **131.00** |
| | 101519002 | 10/15/19 | *****2521 | Belmont Apartments | DD - ES | **109.00** |
| | 101519003 | 10/15/19 | *****7469 | Jessica G. Platt | DD - ES | **1,437.00** |
| | 101519004 | 10/15/19 | *****7349 | Xuelong Cao | DD - ES | **658.00** |
| | 101519005 | 10/15/19 | *****5987 | Bob Gunson Real Estate C/O Julie Hang | DD - ES | **1,422.00** |
| | 101519006 | 10/15/19 | *****4910 | Sameer Jain | DD - ES | **4,354.00** |
| | 101519007 | 10/15/19 | *****6102 | Maria Lara | DD - ES | **1,608.00** |
| | 101519008 | 10/15/19 | *****2354 | Andrew Kin Lui | DD - ES | **2,543.00** |
| | 101519009 | 10/15/19 | *****5865 | Rakesh Madra | DD - ES | **1,660.00** |
| | 101519010 | 10/15/19 | *****2191 | Radha Mahesram | DD - ES | **548.00** |
| | 101519012 | 10/15/19 | *****7083 | Reliant - Woods Grove, LP | DD - ES | **2,965.00** |
| | 101519013 | 10/15/19 | *****4562 | Rising Investments LLC | DD - ES | **942.00** |
| | 101519014 | 10/15/19 | *****0670 | Southern Nevada Regional Housing Authority | DD - ES | **173.00** |
| | 101519015 | 10/15/19 | *****4644 | Chao Xu | DD - ES | **2,609.00** |

| **Housing Choice Voucher** | | |
|---|---|---|
| | HAP | 22,438.00 |
| | UR | 262.00 |
| | 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** | **$22,700.00** |

©2019, MRI Software LLC - All Rights Reserved.

# Check Summary

October 15, 2019

| Check Number | Check Date | Payee Tax ID | Payee | | Amount |
|---|---|---|---|---|---|
| **VASH** | | | | | |
| 101519011 | 10/15/19 | *****9886 | Northstar Financial Group, LLC | DD - ES | **1,302.00** |

| | | |
|---|---|---|
| **VASH** | HAP | 1,302.00 |
| | 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 | 0.00 |
| | **All Payments** | **$1,302.00** |

**Grand Total**

| | | | |
|---|---|---|---|
| HAP (Regular) | $ | 14,378.00 | HAP 23,740.00 |
| HAP (VASH) | | 1,302.00 | UR 262.00 |
| HAP (Port-In) | | 7,887.00 | Damage Claim 0.00 |
| HAP (Port-Out) | | 173.00 | Vacancy Claim 0.00 |
| Utility Reimbursement | | 262.00 | Administrative Fee 0.00 |
| Admin Fee | | - | FSS Escrow Account 0.00 |
| Total | $ | 24,002.00 | Shelter Plus Security Deposit 0.00 |
| | | | Other 0.00 |
| | | | **All Payments** **$24,002.00** |

DD — 22,461.00+
CKS — 1,541.00+
24,002.00+

10/9/19

PWO 10/9/19

©2019, MRI Software LLC - All Rights Reserved.

# Payment History List

## October 9, 2019

| Check Date | Check # | Payee Account # | Payee | Tenant | Agcy | Prgm | Type | VMS Date | Amount | Voided | Cleared |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 09/01/2019 | 149474 | ***-**-1747 | Dorothy T | Paige, Dorothy | 1 | 3 | UR | 08/15/2019 | $28.00 | ☐ | ☐ |
| 09/01/2019 | 149474 | ***-**-1747 | Dorothy T | Paige, Dorothy | 1 | 3 | UR | 09/01/2019 | $51.00 | ☐ | ☐ |
| 09/01/2019 | 149474 | ***-**-1747 | Dorothy T | Paige, Dorothy | 1 | 3 | UR | 08/15/2019 | -$28.00 | ☐ | ☐ |
| 09/01/2019 | 149474 | ***-**-1747 | Dorothy T | Paige, Dorothy | 1 | 3 | UR | 09/01/2019 | -$51.00 | ☐ | ☐ |

**$0.00**

Lost clc - reissue @ 10/15/19 clc run

# Payment History List

## October 9, 2019

| Check Date | Check # | Payee Account # | Payee | Tenant | Agcy | Prgm | Type | VMS Date | Amount | Voided | Cleared |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 09/01/2019 | 149589 | **-***1057 | Diamond | Renkin, Betty | 1 | 3 | HAP | 09/01/2019 | $1279.00 | ☐ | ☐ |
| 09/01/2019 | 149589 | **-***1057 | Diamond | Renkin, Betty | 1 | 3 | HAP | 09/01/2019 | -$1279.00 | ☐ | ☐ |

**$0.00**

Lost clk - reissue @ 10/15/19 clk run

# Payment History List

## October 4, 2019

| Check Date | Check # | Payee Account # | Payee | Tenant | Agcy | Prgm | Type | VMS Date | Amount | Voided | Cleared |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 10/01/2019 | 10011915 | ***-**-5987 | Bob Gunson | McCoy , Amber | 1 | 3 | HAP | 10/01/2019 | $1422.00 | ☐ | ☐ |
| 10/04/2019 | 10011915 | ***-**-5987 | Bob Gunson | McCoy , Amber | 1 | 3 | HAP | 10/01/2019 | -$1422.00 | ☐ | ☐ |

**$0.00**

10/2/19 ACH Returned - A/C Closed

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

**TO:** Chair and Agency Members

**FROM:** Garrett Evans, Executive Director

**SUBJECT:** Adoption of a Pittsburg Power Company Governing Board Resolution Adopting the Wildfire Mitigation Plan and Verifying Compliance with State Law

**MEETING DATE:** November 18, 2019

## EXECUTIVE SUMMARY

State Law, Public Utilities Code Section 8387, requires all local publicly owned electric utilities to prepare a Wildfire Mitigation Plan by Jan. 1, 2020, and file it with the California Wildfire Safety Advisory Board before July 1. The Pittsburg Power Company (PPC), a joint powers authority, provides retail electricity service on Mare Island, Vallejo, and is a local publicly owned utility required by law to prepare a Wildfire Mitigation Plan (Plan).

## FISCAL IMPACT

The Wildfire Mitigation Plan has no fiscal impact to PPC's utility Enterprise Fund or the City of Pittsburg's General Fund.

## RECOMMENDATION

The Governing Board of the Pittsburg Power Company adopts the Annual Wildfire Mitigation Plan and verifies that Plan meets State law requirements.

## BACKGROUND

In recent years the State legislature has shown increasing activity to legislate toward the prevention of wildfire. Public Utilities Code Section 8387 was added in 2016 and amended in 2018 and 2019, expanding the requirements of the existing wildfire mitigation efforts of electric utilities. Local publicly owned electric utilities are now required to prepare a Plan with specified elements, receive comments from the public and stakeholders, obtain an independent evaluation of the report, and submit it to the newly created California Wildfire Safety Advisory Board.

## SUBCOMMITTEE FINDINGS

The Wildfire Mitigation Plan was addressed at the PPC Subcommittee meeting of October 7, 2019.

## STAFF ANALYSIS

PPC's electrical facilities on Mare Island are approximately 98% underground, with just over two miles of medium voltage overhead distribution lines serving various streetlights and Coast Guard telecommunications facilities on the south portion of Mare Island. PPC does not own high voltage transmission facilities.

For those portions of the utility's overhead distribution system that are in areas of fire risk, PPC's Plan employs vegetation management and infrastructure inspections in its routine preventive and maintenance plan for these overhead electrical lines.

The Plan contains all of the elements required by Public Utilities Code Section 8387. The Plan has been reviewed by a qualified independent evaluator, Max Fuentes Consulting, who issued a compliance report. PPC has received comments from the Solano County Office of Emergency Services and the City of Vallejo Fire Department, and their comments have been incorporated.

The Wildfire Mitigation Plan will be executed as part of PPC's routine safety inspection and electrical system preventive maintenance activities to minimize the risk of its overhead electrical lines and equipment potentially causing a fire.

ATTACHMENTS: Resolution
Wildfire Mitigation Plan
Max Fuentes Consulting WFMP Compliance Letter

Report Prepared By: Vanessa Xie, Administrative Officer

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Adoption of a Pittsburg Power Company )
Resolution Adopting the Wildfire Mitigation ) RESOLUTION NO. 19
Plan and Verifying Compliance with State Law )

The Governing Board of the Pittsburg Power Company, a joint powers authority, DOES RESOLVE as follows:

WHEREAS, State law at California Public Utilities Code Section 8387, added by the State legislature in 2016 and amended by Senate Bill 901 in 2018 and Assembly Bill 1054 in 2019, requires a local publicly owned utility to prepare a wildfire mitigation plan comprised of specified elements by January 1, 2020, and file it by July 1 with the California Wildfire Safety Advisory Board; and

WHEREAS, State law further requires that the local publicly owned utility present its wildfire mitigation plan in a noticed public meeting, accept comments on the plan from the public, other state and local agencies, and interested parties, and obtain a report from a qualified independent evaluator following review and assessment of the plan; and

WHEREAS, Pittsburg Power Company (PPC) is a local publicly owned utility providing retail electric service on Mare Island in Vallejo, California; and

WHEREAS, a Fire Threat Map compiled by the California Public Utilities Commission, as well as historical fire data and local conditions, indicate that PPC's overhead electrical lines and equipment are not located in areas designated as either elevated risk or extreme risk areas for wildfire; and

WHEREAS, comments on a draft Plan have been received from the Solano County Office of Emergency Services and the City of Vallejo Fire Department, and the Plan has been reviewed and assessed by a qualified independent evaluator, Max Fuentes Consulting, who has provided a report concluding that the Plan complies with State law; and

WHEREAS, staff verified the Plan complies with all applicable rules, regulations, and standards, and have provided notice to the public, both in Vallejo and Pittsburg, of the Plan, an opportunity to comment, and consideration of the Plan by the Governing Board at its November 18, 2019 meeting.

NOW, THEREFORE, the Governing Board of the Pittsburg Power Company finds and determines as follows:

Section 1.
The above recitals are true and correct and incorporated herein.

Section 2.
The Board has provided an opportunity for comment from the public and other local and state agencies and interested parties, and hereby adopts the Pittsburg Power Company's Wildfire Mitigation Plan and verifies it complies with all applicable rules, regulations, and standards.

Section 3.
The Executive Director of the Pittsburg Power Company is hereby authorized to make minor modifications to the Wildfire Mitigation Plan, and is directed to file the plan before July 1, 2020, with the California Wildfire Safety Board.

Section 4.
The Executive Secretary shall certify to the adoption of this Resolution.

Section 5.
The Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company at a regular meeting on the 18th day of November 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Chair

ATTEST:

_____
Garrett Evans, Executive Secretary

# PITTSBURG POWER COMPANY

# WILDFIRE MITIGATION PLAN

Pittsburg Power Company

is a

Publicly Owned Municipal Utility

Providing Electric and Gas Utility Services

on Mare Island Vallejo, CA;

Operating Under the Name of

“Island Energy”

**18 NOVEMBER 2019**

# TABLE OF CONTENTS


I. Overview ..... 4

A. Policy Statement ..... 4

B. Purpose of the Wildfire Mitigation Plan ..... 4

C. Organization of the Wildfire Mitigation Plan ..... 5

II. Objectives of the Wildfire Mitigation Plan ..... 5

A. Minimizing Sources of Ignition ..... 5

B. Resiliency of the Electric Grid ..... 5

C. Identifying Unnecessary or Ineffective Actions ..... 6

III. Roles and Responsibilities ..... 6

A. Utility Governance Structure ..... 6

B. WILDFIRE PREVENTION ..... 6

C. WILDFIRE RESPONSE AND RECOVERY ..... 8

D. Coordination with Water Utilities/Department ..... 8

E. Coordination With Communication Infrastructure Providers ..... 8

F. Standardized Emergency Management System ..... 9

IV. Wildfire Risks and Drivers associated with design, construction, operation, and maintenance ..... 10

A. Particular Risks and Risk Drivers Associated With Topographic and Climatological Risk Factors ..... 10

B. Enterprisewide Safety Risks ..... 10

C. Changes to CPUC Fire Threat Map ..... 11

V. Wildfire Preventative Strategies ..... 11

A. High fire threat district ..... 11

B. Weather Monitoring ..... 11
C. design and Construction Standards ..... 12
D. Vegetation Management ..... 12
E. Inspections ..... 14
F. Workforce training ..... 15
G. Reclosing Policy ..... 15
H. Deenergization ..... 15
1. Impacts to public safety ..... 16
2. Customer Notification Protocols ..... 16
VI. Community Outreach and Public Awareness ..... 17
VII. Restoration of Service ..... 17
VIII. Evaluating of the Plan ..... 17
A. Metrics and Assumptions for Measuring Plan Performance ..... 17
Metric 1: Fire Ignitions ..... 18
Metric 2: Wires Down ..... 18
B. Impact of Metrics on Plan ..... 18
C. Monitoring and Auditing the Plan ..... 18
D. Identifying and correcting Deficiencies in the Plan ..... 19
E. Monitoring the effectiveness of inspections ..... 19
IX. Independent Auditor ..... 19

EXHIBIT A CPUC Fire Threat Map
EXHIBIT B Mare Island Service Territory Electrical Distribution Circuits
EXHIBIT C CPUC Public Utilities Code 8387

# I. OVERVIEW

## A. POLICY STATEMENT

Pittsburg Power Company's goal is to provide safe, reliable, and economic electric service to its Mare Island customers. In order to meet this goal, PPC constructs, maintains, and operates its electrical lines and equipment in a manner that minimizes the risk of catastrophic wildfire posed by its electrical lines and equipment.

## B. PITTSBURG POWER COMPANY UTILITY OVERVIEW

Pittsburg Power Company ("PPC") is a Publicly Owned Municipal Utility ("Utility") providing electric and gas Utility services on Mare Island Vallejo, CA; operating under the common name of "Island Energy". PPC is a joint powers authority.

The electric Utility component of the PPC Utility serves approximately 500 electric meters, with a combination of residential, commercial and industrial customers. Approximately 90% of the load served on Mare Island is to commercial and industrial customers. The electric distribution system operates at 12kV, while taking power at 115kV from PG&E at PPC's Station H substation. PPC does not own, operate or manage any transmission facilities.

The PPC Mare Island Utility service territory is outside of California Public Utility Commission ("CPUC") Tier 2 (Elevated) and Tier 3 (Extreme) fire threat zones as defined by the "CPUC Fire Threat Map" adopted by the CPUC on January 18, 2019. Please refer to Exhibit A.

The PPC Utility electric distribution system is an almost exclusively underground system. However, PPC does have approximately 10,480 ft of energized, overhead 12kV distribution lines. Please refer to Exhibit B.

## C. PURPOSE OF THE WILDFIRE MITIGATION PLAN

This Wildfire Mitigation Plan describes the range of activities that PPC is taking to mitigate the threat of power-line ignited wildfires, including its various programs, policies, and procedures. This plan is subject to direct supervision by the PPC Board of Directors and its Executive Director and is implemented by the PPC Power Company Manager.

This plan complies with the requirements of Public Utilities Code section 8387 for publicly owned electric utilities to prepare a wildfire mitigation plan by January 1, 2020, and annually thereafter. Please refer to Exhibit C.

In general, PPC's fire prevention and safety efforts conform to the intent of Vallejo's ("City") General Plan and other safety planning efforts and programs implemented by the City. PPC participates in and coordinates directly with the City on such programs.

Mare Island is within the City of Vallejo limits and under the jurisdiction of the City's municipal departments. PPC coordinates directly with the City of Vallejo Public Works, Police and Fire departments on matters related to Utility operations, safety and emergency response on Mare Island, including wildfire response.

### D. ORGANIZATION OF THE WILDFIRE MITIGATION PLAN

This Wildfire Mitigation Plan includes the following elements:

- Objectives of the plan;
- Roles and responsibilities for carrying out the plan;
- Identification of key wildfire risks and risk drivers;
- Description of wildfire prevention, mitigation, and response strategies and programs;
- Community outreach and education;
- Metrics for evaluating the performance of the plan and identifying areas for improvement;
- Review and validation of the plan; and
- Timelines

## II. OBJECTIVES OF THE WILDFIRE MITIGATION PLAN

### A. MINIMIZING SOURCES OF IGNITION

The primary goal of this Wildfire Mitigation Plan is to minimize the probability that PPC's distribution system may be the origin or contributing source for the ignition of a fire. PPC has evaluated the prudent and cost-effective improvements to its physical assets, operations, and training that can help to meet this objective. PPC has implemented those changes consistent with this evaluation.

### B. RESILIENCY OF THE ELECTRIC GRID

The secondary goal of this Wildfire Mitigation Plan is to improve the resiliency of the electric grid. As part of the development of this plan, PPC assesses new industry practices and technologies that will reduce the likelihood of an interruption in service and improve the time frames for restoration of service.

### C. IDENTIFYING UNNECESSARY OR INEFFECTIVE ACTIONS

The final goal for this Wildfire Mitigation Plan is to measure the effectiveness of specific wildfire mitigation strategies. Where a particular action, program component, or protocol is determined to be unnecessary or ineffective, PPC will assess whether a facility modification or replacement is merited.

This plan will also help determine if more cost-effective measures would produce the same or improved results.

## III. ROLES AND RESPONSIBILITIES

### A. UTILITY GOVERNANCE STRUCTURE

Board of Directors: PPC is governed by a “Pittsburg Power Company Board of Directors”. The Board of Directors is comprised of five (5) members, who also serve as the City Council for the City of Pittsburg.

Executive Director: The currently sitting City Manager serves as the Pittsburg Power Company Executive Director.

Director of Community Services: The Director of Community Services serves as PPC’s Department Head.

Power Company Manager: The Power Company Manager is a direct-hire City employee managing the day-to-day activities of the Utility.

### B. WILDFIRE PREVENTION

The Utility has a staff of four (4) Utility Technicians – three (3) dedicated to electric operations, one (1) to gas operations. In addition to the Utility Technicians, there is a Linework position and a Maintenance Worker II position.

And in addition to the Power Company Manager, there is an Administrative Officer and Administrative Assistant positions.

The Power Company Manager has the responsibility for the operation of the Utility and the effective implementation and management of the Wildfire Mitigation Plan.

Utility staff perform all forms of distribution system operations and maintenance, including phase checking, switching, system repairs, minor upgrades, metering, system safety inspections assessments and related work.

Vegetation management is supervised by a Utility Technician and performed by the Maintenance Worker II position, other available staff, and contractors as may be required.

Typical vegetation management includes tree trimming per CPUC GO 95, manual and mechanical clearing of brush and grass from around wood poles and rights-of-way, and the limited application of herbicides to prevent recurrence of grasses around wood power poles.

System inspection for hazards or wildfire risk occurs in the normal course of staff business activities. System-wide vegetation reduction and management is performed annually.

Further and in addition to the preceding, the Utility will:

- Operate system in a manner that will minimize potential wildfire risks.
- Take all reasonable and practicable actions to minimize the risk of a catastrophic wildfire caused by PPC electric facilities.
- Coordinate with federal, state, and local fire management personnel as necessary or appropriate to implement PPC's Wildfire Mitigation Plan.
- Immediately report fires, pursuant to existing POU standard practices and the requirements of this Wildfire Mitigation Plan.
- Take corrective action when the staff witnesses or is notified that fire protection measures have not been properly implemented or maintained.
- Comply with relevant federal, state, and industry standard requirements, including the industry standards established by the California Public Utilities Commission.
- Collect and maintain service territory and other relevant POU wildfire data necessary for the implementation of this Wildfire Mitigation Plan.
- Provide regular training programs for employees having obligations for implementation of this Wildfire Mitigation Plan.

## C. WILDFIRE RESPONSE AND RECOVERY

PPC Utility staff has the following obligations regarding fire prevention, response and investigation:

- Take all reasonable and practicable actions to prevent and suppress fires resulting from PPC electric facilities.
- Communicate potential risks and expected Utility actions during Red Flag or other emergency warnings.
- The Utility will provide an immediate response to any event causing or having the potential to cause a wildfire or other safety situation.
- The Utility will immediately communicate to City of Vallejo Fire and Police of an event requiring a response by public safety.
- The Utility will further communicate with City of Vallejo Public Works or other City staff as may be necessary.

Public Communication:

Presently, public communication occurs primarily through the PPC Utility website and social media outlets such as Facebook and Mare Island Next Door.

PPC is planning to put in place an “Everbridge” email and text notification system in 2020 to facilitate immediate communication with the public during wildfire and other emergencies.

## D. COORDINATION WITH WATER UTILITIES / DEPARTMENT

PPC is in regular communication with the City of Vallejo Water Department in its normal course of business.

During an emergency, the PPC Utility staff would work with the water department to de-energize electrical circuits as may be necessary and provide other general assistance as may be required. The City of Vallejo does not have electric pumping facilities within the PPC service territory.

## E. COORDINATION WITH COMMUNICATION INFRASTRUCTURE PROVIDERS

Coordination with communication infrastructure providers would be through incident first responders and through the City of Vallejo Communications Center (911 Call Center).

## F. STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

PPC participates in planning, communication, and coordination obligations pursuant to the California Office of Emergency Services' Standardized Emergency Management System ("SEMS") Regulations,[1] adopted in accordance with Government Code section 8607.

The SEMS Regulations specify roles, responsibilities, and structures of communications at five different levels: field response, local government, operational area, regional, and state.[2] Pursuant to this structure, PPC coordinates and communicates with the relevant safety agencies as well as other relevant local and state agencies.

---

[1] 19 CCR § 2407.
[2] Cal. Gov. Code § 2403(b):

(1) "Field response level" commands emergency response personnel and resources to carry out tactical decisions and activities in direct response to an incident or threat.

(2) "Local government level" manages and coordinates the overall emergency response and recovery activities within their jurisdiction.

(3) "Operational area level" manages and/or coordinates information, resources, and priorities among local governments within the operational area and serves as the coordination and communication link between the local government level and the regional level.

(4) "Regional level" manages and coordinates information and resources among operational areas within the mutual aid region designated pursuant to Government Code §8600 and between the operational areas and the state level. This level along with the state level coordinates overall state agency support for emergency response activities.

(5) "State level" manages state resources in response to the emergency needs of the other levels, manages and coordinates mutual aid among the mutual aid regions and between the regional level and state level, and serves as the coordination and communication link with the federal disaster response system.

Under the SEMS structure, planning and preparation is done at the county level, including the coordination of efforts of public and private organizations. Solano County serves as the Operational Area and is guided by the Solano County Office of Emergency Services. Pursuant to the SEMS structure, PPC participates in periodic information, planning and training exercises with both Solano County and the City of Vallejo.

PPC is a member of the California Utility Emergency Association ("CEUA"), which plays a key role in ensuring communications between utilities and the Office of Emergency Services ("OES") during emergencies.

## IV. WILDFIRE RISKS AND DRIVERS ASSOCIATED WITH DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE

### A. PARTICULAR RISKS AND RISK DRIVERS ASSOCIATED WITH TOPOGRAPHIC AND CLIMATOLOGICAL RISK FACTORS

Within PPC's service territory and the surrounding areas, the primary risk drivers for wildfire are the following:

- Extended drought
- Vegetation type
- Vegetation Density
- Weather
- High winds
- Terrain
- Changing Weather Patterns (Climate Change)
- Communities or Facilities at Risk
- Fire History

### B. ENTERPRISEWIDE FIRE SAFETY RISKS

Enterprise-wide safety risks are almost exclusively limited to the energized overhead distribution system (Exhibit B). Within the overhead distribution system, sections of circuits to the South of the service territory are in areas of moderate to heavy brush. Overhead circuits in the center of the service territory are in areas of some trees. Circuits on the north end of the service territory have no-to-light grasses and similar vegetation.

The underground portion of the distribution system poses low risk of wildfire, as the underground system is in commercial, industrial and residential developed areas. Events in these areas to tend to be highly localized and absent dense vegetation.

### C. CHANGES TO CPUC FIRE THREAT MAP

PPC does not propose nor believe there to be a need to alter or expand the CPUC Fire Threat Map as it relates to the PPC Utility Service Territory on Mare Island, Vallejo. Please refer to Exhibit A.

## V. WILDFIRE PREVENTATIVE STRATEGIES

### A. HIGH FIRE THREAT DISTRICT

PPC was not a participant in the development of the California Public Utilities Commission' s (CPUC) Fire-Threat Map,[3] which designates a High-Fire Threat District.

PPC has self-performed in identifying the areas of PPC's service territory that are at an elevated risk of power line ignited wildfire. The PPC Utility has incorporated the elements of this plan and prudent Utility practice into its construction, inspection, maintenance, repair, and clearance practices, where applicable.

### B. WEATHER MONITORING

PPC monitors current and forecasted weather data from several sources including:

- United States National Weather Service
- Local Fire District Warnings
- Utility Electric Metering System Temperature Logging and Forecast

[3] Adopted by CPUC Decision 17-12-024.

PPC assigns one of four operating conditions based on the relevant weather data and knowledge of local conditions:

**(1) Normal:** During normal conditions, no changes are made to operations or work policy.

**(2) Elevated:** During elevated fire-risk conditions, PPC will periodically monitor both electrical system and weather conditions.

**(3) Extreme:** During extreme fire-risk conditions, PPC will perform mobile patrols and inspections of the distribution system within areas of high vegetation and fire risk.

**(4) Red Flag:** If the National Weather Service declares a Red Flag Warning for any portion of PPC's service territory, PPC may selectively de-energize portions of its overhead distribution system.

## C. DESIGN AND CONSTRUCTION STANDARDS

PPC's electric facilities are designed and constructed to meet or exceed the relevant federal, state, or industry standard. PPC treats CPUC General Order (GO) 95 as a key industry standard for design and construction standards for overhead electrical facilities. PPC meets or exceeds all standards in GO 95. Additionally, PPC monitors and follows as appropriate the National Electric Safety Code.

## D. VEGETATION MANAGEMENT

PPC meets or exceeds the minimum industry standard vegetation management practices. The recommended time-of-trim guidelines do not establish a mandatory standard, but instead provide useful guidance to utilities. PPC will use specific knowledge of growing conditions and tree species to determine the appropriate time of trim clearance in each circumstance.

| GO 95, Rule 35, Table 1 | | | | | |
|---|---|---|---|---|---|
| Case | Type of Clearance | Trolley Contact, Feeder and Span Wires, 0-5kv | Supply Conductors and Supply Cables, 750 - 22,500 Volts | Supply Conductors and Supply Cables, 22.5 - 300 kV | Supply Conductors and Supply Cables, 300 - 550 kV (mm) |
| 13 | Radial clearance of bare line conductors from tree branches or foliage | 18 inches | 18 inches | ¼ Pin Spacing | ½ Pin Spacing |
| 14 | Radial clearance of bare line conductors from vegetation in the Fire-Threat District | 18 inches | 48 inches | 48 inches | 120 inches |

Appendix E
Guidelines to Rule 35

The radial clearances shown below are recommended minimum clearances that should be established, at time of trimming, between the vegetation and the energized conductors and associated live parts where practicable. Reasonable vegetation management practices may make it advantageous for the purposes of public safety or service reliability to obtain greater clearances than those listed below to ensure compliance until the next scheduled maintenance. Each Utility may determine and apply additional appropriate clearances beyond clearances listed below, which take into consideration various factors, including: line operating voltage, length of span, line sag, planned maintenance cycles, location of vegetation within the span, species type, experience with particular species, vegetation growth rate and characteristics, vegetation management standards and best practices, local climate, elevation, fire risk, and vegetation trimming requirements that are applicable to State Responsibility Area lands pursuant to Public Resource Code Sections 4102 and 4293.

| Voltage of Lines | Case 13 | Case 14 |
|---|---|---|

| | | |
|---|---|---|
| Radial clearances for any conductor of a line operating at 2,400 or more volts, but less than 72,000 volts | 4 feet | 12 feet |
| Radial clearances for any conductor of a line operating at 72,000 or more volts, but less than 110,000 volts | 6 feet | 20 feet |
| Radial clearances for any conductor of a line operating at 110,000 or more volts, but less than 300,000 volts | 10 feet | 30 feet |
| Radial clearances for any conductor of a line operating at 300,000 or more volts | 15 feet | 30 feet |

Within higher fire threat areas, PPC performs an evaluation of every tree that has the potential to strike overhead facilities it if were to fail on an estimated annual basis. PPC performs more frequent and detailed inspections of any such trees, and in cases where “hazard trees” (Dead, Dying, Diseased or leaning) could strike the facilities, will work with the City of Vallejo (or property owner) to remove the tree or portion of the tree that poses a risk.

## E. INSPECTIONS

PPC meets or exceeds the minimum inspection requirements provided in CPUC GO 165 and CPUC GO 95, Rule 18. Pursuant to these rules, PPC inspects electric facilities in areas of high fire threat more frequently than the other areas of its service territory.

Additionally, PPC staff uses their knowledge of the specific environmental and geographical conditions to determine when areas outside of a higher fire threat area require more frequent inspections.

If PPC staff discovers a facility in need of repair that is owned by an entity other than PPC (such as a Utility customer), PPC will issue a notice to repair to the facility owner and work to ensure that necessary repairs are completed promptly.

PPC works to ensure that all inspections to be performed within its service territory are completed generally in late spring, with mitigation performed not later than September 1st.

PPC monitors drought conditions and other relevant factors throughout the year to determine if inspections should be completed on a shorter timeframe.

## F. WORKFORCE TRAINING

PPC has implemented work rules and complementary training programs for its workforce to help reduce the likelihood of the ignition of wildfires.

Specific training includes safety monitoring of system distribution facilities, identification of circuit disconnect / isolation points and right-of-way brush management and removal.

## G. RECLOSING POLICY

“Reclosers” are electrical fault detection devices that trip open when detecting an electrical fault, but then “reclose” the circuit to test if the fault was temporary. PPC does not currently employ the use of ‘reclosers’ within its service territory and does not have plans to add such devices in the future.

## H. DE-ENERGIZATION

PPC has the authority to preemptively shut off power due to fire-threat conditions; however, this option will only be used in extraordinary circumstances. PPC will make a case-by-case decision to shut off power based on the following considerations:

- Red Flag Warnings issued by the National Weather Service for fire weather zones that contain PPC circuits;
- PPC staff assessments of local conditions, including wind speed (sustained and gust), humidity and temperature, fuel moisture, fuel loading and data from weather stations;
- Real-time information from staff located in areas identified as at risk of being subject to extreme weather conditions;
- Input from PPC fire experts and vegetation experts;
- Input from local and state fire authorities regarding the potential consequences of wildfires in select locations;
- Alternative ways to reroute power to affected areas;
- Awareness of mandatory or voluntary evacuation orders in place;
- Expected impact of de-energizing circuits on essential services;

- Other operational considerations to minimize potential wildfire ignitions, including the blocking of reclosers on the identified circuit(s);
- On-going fire activity throughout PPC territory and California;
- Ability to notify customers;
- Notifications to local governments and public officials; and
- Potential impacts to communities and customers

## I. IMPACTS TO PUBLIC SAFETY

In the event of the need to shut off power within the service territory, or when PG&E's supply of power to PPC is shutoff, the following may be impacted.

- Customers with special medical devices requiring power and not having backup.
- Streetlights and traffic signals are out
- US Coast Guard ship traffic radar station is out
- G Street Causeway Bridge inoperable

Note that many critical facilities within the Utility service territory have back-up generation, including the VA Medical Clinic, US Coast Guard communications facility and Bay Ferry terminal. There are no primary police or fire facilities within the Utility service territory.

## J. CUSTOMER NOTIFICATION PROTOCOLS

The basic protocols for customer notification remain telephone, email, the Utility website and social media.

Customers will be notified in advance of a planned shutdown, whether by the Utility or by PG&E – to the extent PPC is made aware of or can anticipate a grid-wide shutdown event.

Future customer and public notification schemes include 'Everbridge' email and text notifications.

## VI. COMMUNITY OUTREACH AND PUBLIC AWARENESS

PPC has performed community outreach regarding wildfire and power outage risk in three ways:

1. PPC drafted and issued a statement regarding the potential for power interruptions on Mare Island due to wildfire risk. The statement was posted on the Utility website and distributed via social media (Mare Island Next Door).
2. Responding to individual customer inquiries regarding the potential for power interruptions.
3. Fiscal Year new rate schedule Public Hearing on Mare Island

Going forward, other public meetings and tools such as 'Everbridge' will be employed. PPC will also continue to use social media to communicate important public and customer information.

## VII. RESTORATION OF SERVICE

Restoration of electric distribution services will be per PPC Utility operation procedures. Such procedures include, but are not limited to:

1. Inspect involved facilities and any related facilities for damage and/or operability. Perform repairs or replacement as may be necessary.
2. Check relay protections and circuit breaker status for correct setting / position.
3. Confirm circuit phasing.
4. Perform circuit switching per switching protocol.
5. Confirm restoration and normal operation of system.
6. Perform final safety check.

## VIII. EVALUATING OF THE PLAN

### A. METRICS AND ASSUMPTIONS FOR MEASURING PLAN PERFORMANCE

PPC will track two metrics to measure the performance of this Wildfire Mitigation Plan: (1) number of fire ignitions; and (2) wires down within the service territory.

### METRIC 1: FIRE IGNITIONS

For purposes of this metric, a fire ignition is defined as follows:

- A PPC facility was associated with the fire;
- The fire was self-propagating and of a material other than electrical and/or communication facilities;
- The resulting fire traveled greater than one linear meter from the ignition point; and
- PPC has knowledge that the fire occurred.

In future Wildfire Mitigation Plans, PPC will provide the number of fires that occurred that were less than 10 acres in size. Any fires greater than 10 acres will be individually described.

### METRIC 2: WIRES DOWN

The second metric is the number of distribution and transmission wires downed within PPC's service territory. For purposes of this metric, a "wires down" event includes any instance where an electric transmission or primary distribution conductor falls to the ground or on to a foreign object. PPC will divide the wires down metric between wires down inside and outside of the High Fire Threat District.

PPC will not normalize this metric by excluding unusual events, such as severe storms or vandalism – such as attempted copper theft. Instead, PPC will supplement this metric with a qualitative description of any such unusual events.

## B. IMPACT OF METRICS ON PLAN

In the initial years, PPC anticipates that there will be relatively limited data gathered through these metrics. However, as the data collection history becomes more robust, PPC will be able to identify areas of its operations and service territory that are disproportionately impacted. PPC will then evaluate potential improvements to the plan.

## C. MONITORING AND AUDITING THE PLAN

This Wildfire Mitigation Plan will be presented to the PPC Board of Directors which will conduct a Public Hearing on the plan. PPC will present this plan to Board of Directors on an annual basis.

### D. IDENTIFYING AND CORRECTING DEFICIENCIES IN THE PLAN

Deficiencies in the plan will be identified by ongoing distribution system safety reviews, field operations, and identified 'lessons learned' from other POU's.

Responsibility for correcting deficiencies within the plan and implementing corrective actions or plans will be the responsibility of the Power Company Manager.

### E. MONITORING THE EFFECTIVENESS OF INSPECTIONS

PPC will monitor the effectiveness of its inspections through written reports and periodic field verification by others, including the Power Company Manager.

## IX. INDEPENDENT AUDITOR

Public Utilities Code section 8387(c) requires PPC to engage with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of this Wildfire Mitigation Plan. The independent evaluator must issue a report that is posted to PPC's website. This report must also be presented to PPC Board of Directors at a public hearing.

PPC has selected a qualified independent evaluator with experience in assessing the safe operation of electrical distribution infrastructure and related facilities.

The evaluator is familiar with the PPC Utility service territory and Utility operations and has performed safety audits and training of Utility Technician personnel for PPC. The auditor has detailed and specific knowledge of the requirements of California Senate Bill 901 and California Public Utilities Code 8387.

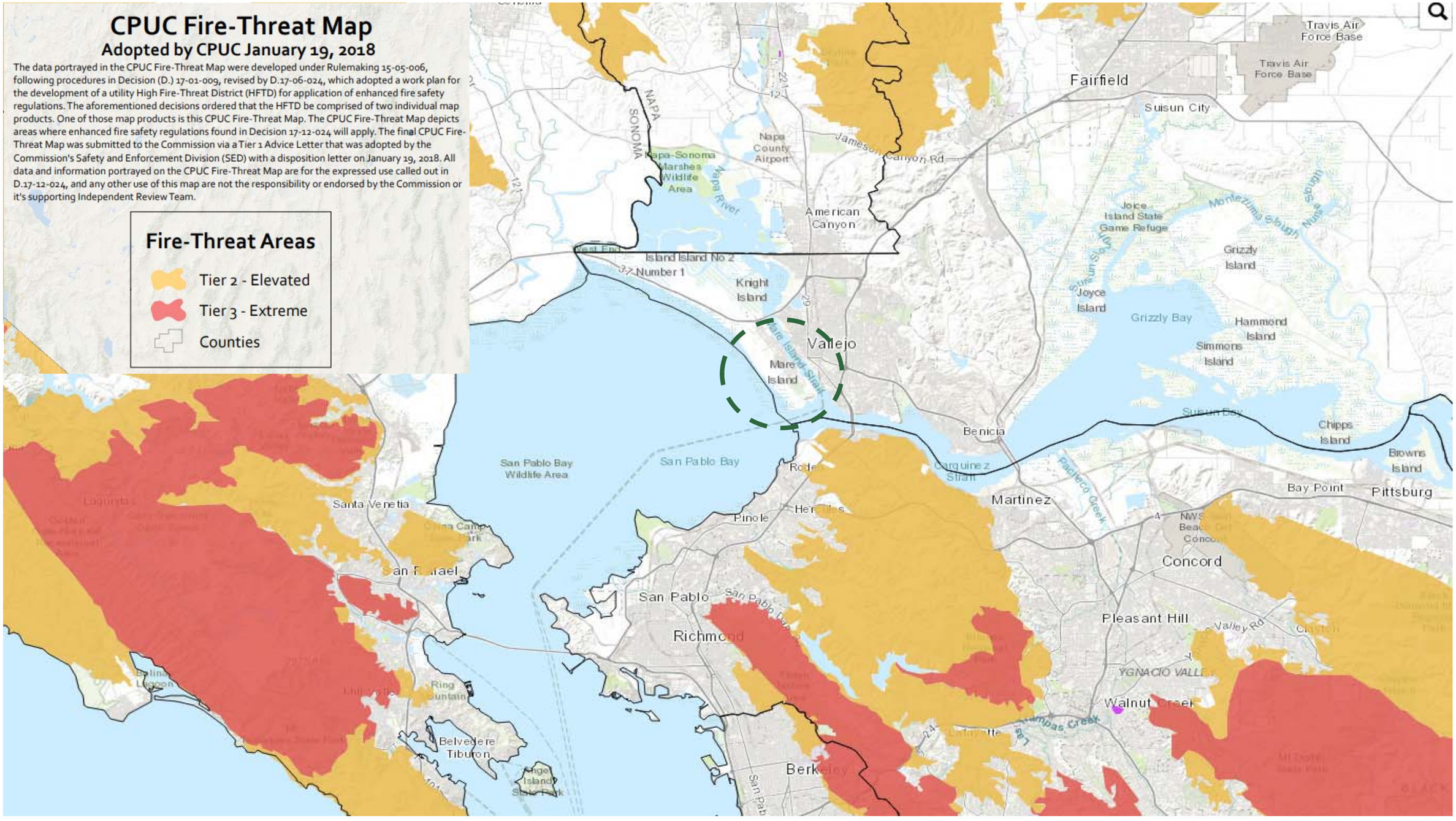
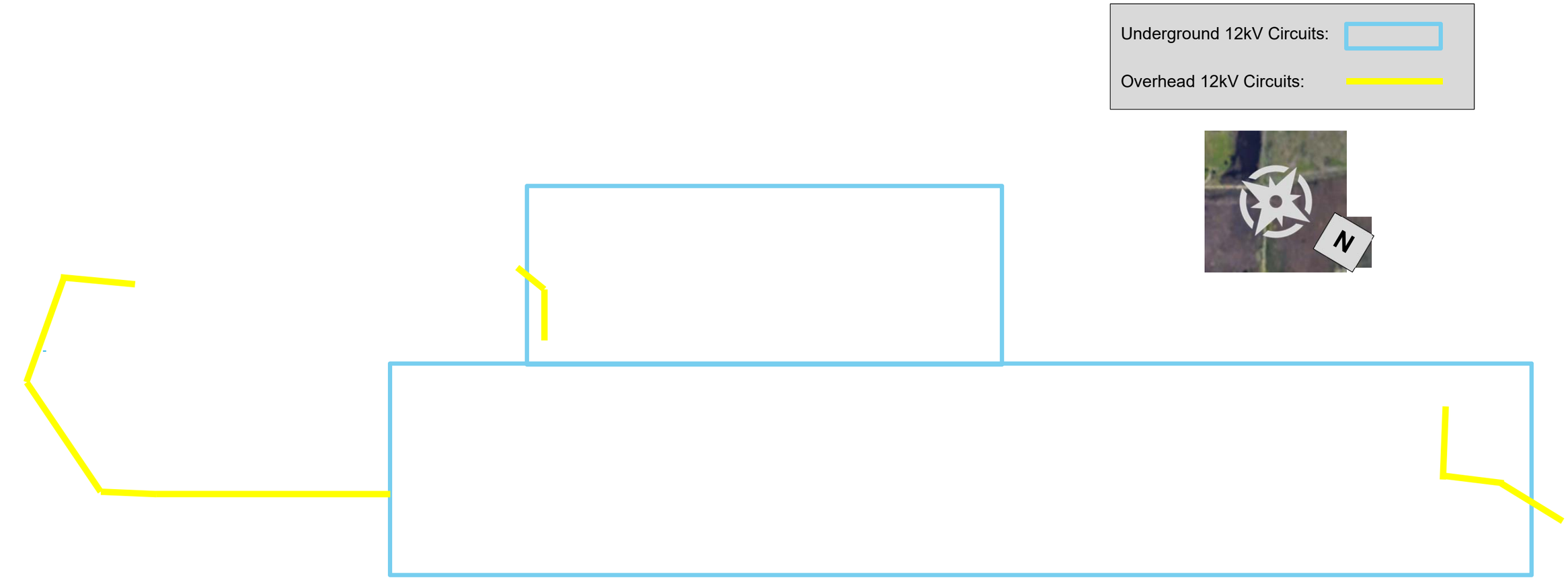

CPUC Fire-Threat Map
Adopted by CPUC January 19, 2018
The data portrayed in the CPUC Fire-Threat Map were developed under Rulemaking 15-05-006, following procedures in Decision (D.) 17-01-009, revised by D.17-06-024, which adopted a work plan for the development of a utility High Fire-Threat District (HFTD) for application of enhanced fire safety regulations. The aforementioned decisions ordered that the HFTD be comprised of two individual map products. One of those map products is this CPUC Fire-Threat Map. The CPUC Fire-Threat Map depicts areas where enhanced fire safety regulations found in Decision 17-12-024 will apply. The final CPUC Fire-Threat Map was submitted to the Commission via a Tier 1 Advice Letter that was adopted by the Commission's Safety and Enforcement Division (SED) with a disposition letter on January 19, 2018. All data and information portrayed on the CPUC Fire-Threat Map are for the expressed use called out in D.17-12-024, and any other use of this map are not the responsibility or endorsed by the Commission or it's supporting Independent Review Team.
Fire-Threat Areas
Tier 2 - Elevated
Tier 3 - Extreme
Counties
Travis Air Force Base
Fairfield
Suisun City
NAPA
SONOMA
Napa-Sonoma Marshes Wildlife Area
Napa County Airport
Napa River
American Canyon
Joice Island State Game Refuge
Grizzly Island
Joyce Island
Grizzly Bay
Hammond Island
Simmons Island
Knight Island
Vallejo
Mare Island
Benicia
Chipps Island
Browns Island
Bay Point
Pittsburg
Martinez
Concord
Pleasant Hill
Walnut Creek
San Pablo Bay Wildlife Area
San Pablo Bay
Santa Venetia
San Rafael
San Pablo
Richmond
Pinole
Hercules
Belvedere
Tiburon
Berkeley

**EXHIBIT B**



# EXHIBIT C

**PUBLIC UTILITIES CODE - CPUC**

DIVISION 4.1. PROVISIONS APPLICABLE TO PRIVATELY OWNED AND PUBLICLY OWNED PUBLIC UTILITIES [8301 - 8390] ( Heading of Division 4.1 amended by Stats. 1988, Ch. 1560, Sec. 2. )

CHAPTER 6. Wildfire Mitigation [8385 - 8389] ( Chapter 6 added by Stats. 2016, Ch. 598, Sec. 1. )

8387.

(a) Each local publicly owned electric Utility and electrical cooperative shall construct, maintain, and operate its electrical lines and equipment in a manner that will minimize the risk of wildfire posed by those electrical lines and equipment.

(b) (1) The local publicly owned electric Utility or electrical cooperative shall, before January 1, 2020, prepare a wildfire mitigation plan. After January 1, 2020, a local publicly owned electric Utility or electrical cooperative shall prepare a wildfire mitigation plan annually and shall submit the plan to the California Wildfire Safety Advisory Board on or before July 1 of that calendar year. Each local publicly owned electric Utility and electrical cooperative shall update its plan annually and submit the update to the California Wildfire Safety Advisory Board by July 1 of each year. At least once every three years, the submission shall be a comprehensive revision of the plan.

(2) The wildfire mitigation plan shall consider as necessary, at minimum, all of the following:

(A) An accounting of the responsibilities of persons responsible for executing the plan.

(B) The objectives of the wildfire mitigation plan.

(C) A description of the preventive strategies and programs to be adopted by the local publicly owned electric Utility or electrical cooperative to minimize the risk of its electrical lines and equipment causing catastrophic wildfires, including consideration of dynamic climate change risks.

(D) A description of the metrics the local publicly owned electric Utility or electrical cooperative plans to use to evaluate the wildfire mitigation plan’s performance and the assumptions that underlie the use of those metrics.

(E) A discussion of how the application of previously identified metrics to previous wildfire mitigation plan performances has informed the wildfire mitigation plan.

(F) Protocols for disabling reclosers and deenergizing portions of the electrical distribution system that consider the associated impacts on public safety, as well as protocols related to mitigating the public safety impacts of those protocols, including impacts on critical first responders and on health and communication infrastructure.

(G) Appropriate and feasible procedures for notifying a customer who may be impacted by the deenergizing of electrical lines. The procedures shall consider the need to notify, as a priority, critical first responders, health care facilities, and operators of telecommunications infrastructure.

(H) Plans for vegetation management.

(I) Plans for inspections of the local publicly owned electric Utility's or electrical cooperatives electrical infrastructure.

(J) A list that identifies, describes, and prioritizes all wildfire risks, and drivers for those risks, throughout the local publicly owned electric Utility's or electrical cooperative's service territory. The list shall include, but not be limited to, both of the following:

(i) Risks and risk drivers associated with design, construction, operation, and maintenance of the local publicly owned electric Utility's or electrical cooperative's equipment and facilities.

(ii) Particular risks and risk drivers associated with topographic and climatological risk factors throughout the different parts of the local publicly owned electric Utility's or electrical cooperative's service territory.

(K) Identification of any geographic area in the local publicly owned electric Utility's or electrical cooperative's service territory that is a higher wildfire threat than is identified in a commission fire threat map, and identification of where the commission should expand a high fire-threat district based on new information or changes to the environment.

(L) A methodology for identifying and presenting enterprise-wide safety risk and wildfire-related risk.

(M) A statement of how the local publicly owned electric Utility or electrical cooperative will restore service after a wildfire.

(N) A description of the processes and procedures the local publicly owned electric Utility or electrical cooperative shall use to do all of the following:

(i) Monitor and audit the implementation of the wildfire mitigation plan.

(ii) Identify any deficiencies in the wildfire mitigation plan or its implementation, and correct those deficiencies.

(iii) Monitor and audit the effectiveness of electrical line and equipment inspections, including inspections performed by contractors that are carried out under the plan, other applicable statutes, or commission rules.

(3) The local publicly owned electric Utility or electrical cooperative shall, on or before January 1, 2020, and not less than annually thereafter, present its wildfire mitigation plan in an appropriately noticed public meeting. The local publicly owned electric Utility or electrical cooperative shall accept comments on its wildfire mitigation plan from the public, other local and state agencies, and interested parties, and shall verify that the wildfire mitigation plan complies with all applicable rules, regulations, and standards, as appropriate.

(c) The local publicly owned electric Utility or electrical cooperative shall contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of its wildfire mitigation plan. The independent evaluator shall issue a report that shall be made available on the internet website of the local publicly owned electric Utility or electrical cooperative, and shall present the report at a public meeting of the local publicly owned electric Utility’s or electrical cooperative’s governing board.

(Amended by Stats. 2019, Ch. 79, Sec. 20. (AB 1054) Effective July 12, 2019.)

*Maximo M. Fuentes*
*Max Fuentes Consulting*
*maxfuentes@icloud.com*
*(916)505-7298*
*Gridresources.net*

October 9, 2019

Board of Directors
Pittsburg Power Company
City of Pittsburg
65 Civic Drive
Pittsburg, CA 94565

To the Board of Directors of Pittsburg Power Company:

As introduction, I am the owner and president of Max Fuentes Consulting, a utility consulting business that focuses on providing technical, subject matter expertise and litigation opinions to the electric transmission and distribution utility industry.

I have over 35 years of experience in the utility industry, including the Sacramento Municipal Utility District as a Grid Assets Line Supervisor of Business Operations. My professional focus has been utility operations, safety initiatives and developing related training programs.

I am presently engaged in assisting utilities in the development of and review of their California state legislature mandated "Wildfire Mitigation Plan" (WMP) in accordance with Public Utilities Code 8387. My most recent client is the Imperial Irrigation District (IID), with WMP consulting services that include, but are not limited to:

- Reviewing drafts of IID's WMP
- Identify Plan improvements
- Submitting an independent review to the IID Board of Directors
- Identify areas of ecological system change / risk areas

---

Max Fuentes Consulting has been retained by Pittsburg Power Company (PPC) to provide an independent professional consultant review of their required Wildfire Mitigation Plan as it relates to their electric utility operations on Mare Island, Vallejo. My comments and recommendations are listed below.

**In Summary:**

PPC's Wildfire Mitigation Plan contains the required elements listed in the provision of Public Utilities Code Section 8387. The programs that will take the greatest amount of time and effort within PPC's WMP involve vegetation management, preventative strategies and inspections.

*Maximo M. Fuentes*
*Max Fuentes Consulting*
*maxfuentes@icloud.com*
*(916)505-7298*
*Gridresources.net*

**Inspection and Maintenance**

Public Utilities Code Section 8387 requires an electrical utility's WMP to contain a description of its plans for inspection and maintenance of the electric infrastructure.

Inspection and maintenance include conducting distribution system patrols, using technological inspection tools, managing maintenance, and conducting vegetation inspections and management. These activities play an important role in wildfire mitigation.

PPC's inspection and maintenance plan is predicated on its CPUC General Order 165 plan which is in place and currently being utilized and updated regularly.

**Vegetation Management**

PPC's vegetation management practice as outlined in the WMP is to perform periodic and on-demand patrols to identify vegetation in and adjacent to, energy infrastructure. These inspections are a trigger for pruning jobs, vegetation removals, and the application of herbicides.

**Powerline Inspections**

PPC performs inspections following the General Order 95 for construction and General Order 165 for inspections.

**System Hardening**

In discussions with PPC, there are no near or long-term plans further "harden" the system other than maintaining existing security fencing and lighting. PPC's infrastructure has little to no exposure to wildfire ignitions by virtue of the system configuration. Current processes and inspections that are in place as outlined in the WMP provide adequate system reliability without expending additional capital for system hardening.

Note: We have been made aware that a recent criminal act – cutting down of a live power pole presumably for the copper wire – did ignite a brush fire. PPC indicates it will increase the placement of warning signage and increase patrols. Local law enforcement is also engaged.

**Wildfire Preventative Strategies**

Mare Island has a "non-designation" in the areas of the CPUC's fire threat map. However, PPC has implemented its inspection and maintenance plan to ensure that equipment and infrastructure is inspected, repaired or replaced as needed in accordance with the WMP and prudent utility operations.

*Maximo M. Fuentes*
*Max Fuentes Consulting*
*maxfuentes@icloud.com*
*(916)505-7298*
*Gridresources.net*

**Recommendations**

- Island Energy to continue to integrate its General Order 165 inspection and maintenance program using technology to inspect, track, process data and create jobs to perform key work in areas that have been prioritized.

Sincerely,

*Maximo M. Fuentes*

**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 Allocating Funding and Approving the Five-Year Capital Improvement Program for Fiscal Years 2019/20 Through 2023/24

**MEETING DATE:** November 18, 2019

## EXECUTIVE SUMMARY

The Five-Year Capital Improvement Program (CIP) for fiscal years 2019/20 through 2023/24 includes projects for construction of new facilities and infrastructure, and for the expansion, rehabilitation, or replacement of City-owned assets. The attached Resolution will approve the CIP for fiscal years 2019/20 through 2023/24 and allocate funds to 8 projects.

## FISCAL IMPACT

The total estimated cost of the 227 projects (funded and un-funded) in the CIP exceeds $393 million. Included within the CIP are 22 projects for which the City Council previously allocated $5,922,427 with adoption of the Fiscal Year 2019/20 City Operating Budget. Staff is requesting allocation of $1,460,000 for 8 additional projects. Attached to this report is Exhibit “A” Funding Allocations which lists the project and the requested allocation.

## RECOMMENDATION

City Council adopt the attached resolution approving the Five-Year Capital Improvement Program for Fiscal Years 2019/20 through 2023/24 and allocating $1,460,000 to 8 projects as shown on Exhibit “A” Funding Allocations.

## BACKGROUND

The City’s Five-Year Capital Improvement Program (CIP) is a multi-year plan for construction of new facilities and infrastructure, and for expansion, rehabilitation, or replacement of existing City-owned assets. The CIP is developed by staff and is adopted by the City Council as a guide for prioritization of various projects to accomplish community goals. The CIP is updated on an annual basis to reflect changing priorities and funding availability, and to add new projects and remove projects that have been completed or are no longer needed.

On October 1, 2018, the City Council adopted Resolution 18-13532, adopting the Capital Improvement Program for Fiscal Years 2018/19 through 2022/23.

Staff developed the attached update to the CIP for fiscal years 2019/20 through 2023/24 through meetings and review of various studies, master plans, maintenance histories, available funding, and other sources.

On June 17, 2019, the City Council adopted Resolution 19-13643, approving the City's operating budget for Fiscal Year 2019/20. The Resolution also included allocation of $5,922,427 for 22 projects included in the CIP.

On September 4, 2019, staff presented a draft of the updated CIP to the City's Community Advisory Commission for their comments.

On September 24, 2019, the Planning Commission adopted Resolution 10132, affirming conformance of the CIP with the City's adopted General Plan.

## SUBCOMMITTEE FINDINGS

On September 9, and on October 28, 2019, the Ad Hoc CIP Subcommittee reviewed a draft CIP and made recommendations regarding presentation of the final document to the City Council, including information regarding prioritization of projects for funding.

## STAFF ANALYSIS

The proposed 5-Year CIP for FY 2019/20 through 2023/24 reflects previous actions taken by the City Council to allocate funding to CIP projects, as well as a request for allocations of $1,460,000 to projects prioritized for construction (Exhibit A). The CIP also references anticipated funding allocations for future years that are not requested at this time.

Projects included in the Five-Year CIP must meet one or more of the following conditions:
- Elimination of potentially hazardous or unsafe conditions and potential liability
- Replacement of high-maintenance, inefficient or ineffective infrastructure
- Improvement to and/or creation of new services to the public
- Compliance with regulatory requirements and mandates
- Stimulation of the local economy and elimination of blighted conditions
- Compliance with the City of Pittsburg General Plan
- Preservation of existing assets

The following projects are funded or are requested to be funded for FY 19/20:

1. ST-26 2018/19 Citywide Traffic Calming Project – Will improve safety on roadways as recommended by the City Engineer. (Elimination of potentially hazardous or unsafe conditions and potential liability.)

2. ST-28 West Leland Road Street Lighting Project (Railroad Avenue to Crestview Drive and Crestview Drive at Delta DeAnza Trail Crossing) – After utilities are underground on this segment of West Leland Road, new streetlights will be installed including one light at the Delta DeAnza Trail Crossing to improve visibility. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)

3. ST-41 2018/19 Fence/ Soundwall/ Streetlight Replacement/ Installation Project – Will improve safety and replace deteriorated/damaged infrastructure at locations recommended by the Public Works Department and City Engineer. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)

4. ST-42 West Leland High Friction Surface Treatment – Will implement a high friction surface on West Leland Road in five locations at curves and intersection approaches. (Elimination of potentially hazardous or unsafe conditions and potential liability.)

5. ST-52 2018/19 Citywide Striping & Signage – Will improve safety and replace striping and signs at locations recommended by the Public Works Department and City Engineer. (Preservation of existing assets.)

6. ST-73 Patch Paving, Sealing & Striping – Preventative maintenance aimed at mitigating future failures of streets and street segments. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)

7. ST-96 Citywide Arterial Median Conversion Project – The locations and priorities will be determined by Public Works staff and the City Engineer to provide adequate areas for maintenance staff working within the medians on arterial streets. (Elimination of potentially hazardous or unsafe conditions and potential liability.)

8. ST-98 2019/20 Street Maintenance Project: This project will use a three-layer pavement treatment on residential streets in Highlands Meadows neighborhood. Location determined based on Pavement Management System and staff input. (Preservation of existing assets.)

9. ST-99 SB-1 2019/20 Pavement Management – This project will repair and preserve the pavement on West Leland Road from South Broadway to Railroad Avenue using a variety of techniques to extend the useful life of the roadway. (Preservation of existing assets.)

10. S-8 2019/20 Traffic Signal Modification Project – Will improve safety and effectiveness of signal timing and equipment at locations recommended by Public Works Department and City Engineer. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)

11. W-6 WTP Capital Repairs and Improvements – Will replace equipment that has lasted beyond its service life at the City's water treatment plant. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)

12. W-8 2020/21 Water Main Installation/Replacement Program – Replace water main, services and valves that have become maintenance problems in the Pittsburg Heights neighborhood. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)

13. W-11 Automatic Water Meter Reading System – Will continue the multi-year program to install more efficient automatic water meters for all City customers at remaining locations throughout the City. (Improvement to and/or creation of new services to the public.)

14. W-34 Water Treatment Plant Disinfection Modifications and Conversion – Convert disinfection process to sodium hypochlorite. (Compliance with regulatory requirements, elimination of potentially hazardous or unsafe conditions and potential liability.)

15. W-39 2021/22 Filter Media Replacement – Replacement of expended filter media at the City's water treatment plant. (Preservation of existing assets.)

16. W-107 Bodega Court Water System Loop Project – Tie-in 4-inch and 20-inch water main for system redundancy. (Improvement to and/or creation of new services to the public.)

17. SS-34 2016/17 Sewer Replacement/Rehabilitation Program – Replace existing infrastructure that requires a high amount of maintenance on Willow Pass Road, Bayside Knolls Subdivision and in the Cornwall Subdivision north of School Street. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)

18. B-2 Corporation Yard Fueling System Replacement Project – Upgrades to fleet fueling system including new piping, fueling island, single wall tank replacement with above ground tanks, new dispensers, island cover and new concrete pad to meet new State regulatory requirements. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)

19. B-5 Police Evidence & Intake Room Improvements – Renovation of existing facility for more efficient use of the space for evidence and storage. (Improvement to and/or creation of new services to the public.)

20. B-56 Police Department Women's Locker Room Expansion - Expand the women's locker room at City Hall to provide adequate facilities for current Police Department staffing. (Improvement to and/or creation of new services to the public.)

21. PK-4 Annual Playground Replacement Project – Will reconstruct or improve playgrounds at parks as recommended by Recreation and Public Works departments to improve safety, add new playground elements, and reduce liability to the City. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)

22. PK-8 Biennial Playfield Replacement – Will replace playfields that have deteriorated. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)

23. PK-9 Annual Park Features Replacement Project – Will replace features at City parks that have deteriorated such as drinking fountains, picnic tables, benches, lighting, pavement, and ADA accessibility as recommended by the Recreation and Public Works Departments. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)

24. PK-13 Park and Landscaping Improvement Project – Replacement or removal of high maintenance amenities and landscaping at parks, medians, and landscaping areas. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)

25. PK –15 Annual Citywide Park Sign Replacement Program – This annual project will replace destination signs at public parks and facilities throughout the City. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)

26. PP-2 Duct Bank/ Vault Replacements – Will replace infrastructure critical for system reliability and "backbone" expansion as recommended by Island Energy management. (Improvement to and/or creation of new services to the public.)

27. PP-4 Re Purpose Station E (Bldg. 801) – Includes architectural assessment and treatments, space planning, permitting, addition of items including offices, meeting areas, break room, indoor plumbing, HVAC, and related personnel and office appurtenances. (Preservation of existing assets.)

28. PP-5 Waterfront Area Reliability Project – modernization of up to 8 electrical substations serving the Mare Island waterfront area. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)

29. PP-8 Outage Recovery Project – This project will provide capital resources to immediately respond to Pittsburg Power Company electrical and natural gas outages in the interest of the timely restoration of services and assurance of public safety. (Elimination of potentially hazardous or unsafe conditions and potential liability.)

30. M-11 Marina Infrastructure Repair & Replacement – This project will repair or replace aging infrastructure above and beyond normal maintenance at the Marina. (Replacement of high-maintenance, inefficient or ineffective infrastructure.)

Projects that have been partially funded for design and bidding only, will eventually need additional funding before construction can occur. Once bids are opened for these projects, Staff will determine the amount and source of additional funds that will be required to complete the projects and request that City Council consider allocation of additional funds.

The Five-Year CIP provides information on potential funding sources for projects, including grants and developer funding. Staff has forecast estimated revenues for the duration of the CIP and has identified available funding sources in the document.

Projects that include grants typically receive the grant reimbursement during and after construction. The amount of funds from developers to support projects listed in the CIP that are anticipated to receive developer funding may not be known until negotiations are complete and agreements are executed.

In compliance with the City's Fiscal Sustainability Ordinance (Ordinance 12-1363), the proposed CIP project expenditures do not reduce estimated reserves for enterprise fund balances below 30% of operating costs.

Staff will continue to update the CIP annually to account for completed projects, changes in priorities, and changes in funding availability. Additionally, as project priorities change through the fiscal year during which this CIP is adopted (including the addition of projects not included in the CIP), staff will return to City Council to request funding for additional projects as they are identified.

ATTACHMENTS: Resolution
Exhibit "A"- Funding Allocations
Five Year Capital Improvement Program (CIP) FY 2019/20 through 2023/24 CIP - Electronic Files (hard copy on file at City Clerk's Office)

Report Prepared By: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Allocating Funding and )
Approving the Five-Year Capital ) RESOLUTION NO. 19-
Improvement Program for Fiscal Years )
2019/20 through 2023/24 )

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburg's Five-Year Capital Improvement Program (CIP) is a multi-year plan for construction of new facilities and infrastructure, and for the expansion, rehabilitation, or replacement of existing City-owned assets, and

WHEREAS, the Five-Year CIP is updated annually to reflect changing priorities and funding availability, and to add new projects or remove projects that have been completed; and

WHEREAS, on October 1, 2018, the City Council adopted Resolution 18-13532, approving the Five-Year Capital Improvement Program for Fiscal Years 2018/19 through 2022/23; and

WHEREAS, staff has prepared an update to the Five-Year Capital Improvement Program to include Fiscal Years 2019/20 through 2023/24; and

WHEREAS, on June 17, 2019, the City Council adopted Resolution 19-13643, approving the operating budget for Fiscal Year 2019/20 for the City of Pittsburg and appropriating funds for Fiscal Year 2019/20; and

WHEREAS, Resolution 19-13643, allocated $5,922,427 for 22 projects that are included in the CIP; and

WHEREAS, on September 4, 2019, staff presented a draft of the updated CIP to the City's Community Advisory Commission for their comments; and

WHEREAS, on September 24, 2019, the Planning Commission adopted Resolution 10131, affirming conformance of the CIP with the City of Pittsburg adopted General Plan; and

WHEREAS, the projects included in the CIP have been recommended and prioritized by staff; and

WHEREAS, additional funding allocations of $1,460,000 to 8 projects included in the Five-year Capital Improvement Program for Fiscal Year 2019/20 through 2023/24. These projects are listed on Exhibit "A", Funding Allocation spreadsheet attached to the Staff Report; and

WHEREAS, in compliance with Ordinance 12-1363, proposed CIP project

expenditures do not reduce estimated reserves for enterprise fund balances below 30% of operating costs.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1.
The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2.
The City Council hereby approves the Five-Year Capital Improvement Program for fiscal years 2019/20 through 2023/24.

Section 3.
The City Council hereby authorizes additional allocations of $1,460,000 to 8 projects included in the Five-year Capital Improvement Program for Fiscal Year 2019/20 through 2023/24 as listed in Exhibit “A”, Funding Allocation spreadsheet attached to the Staff Report.

Section 4.
The City Manager is hereby authorized to execute such further documents and take such further actions as may be necessary or appropriate to carry out the City’s obligations pursuant to completion of the projects included in the adopted Five-Year CIP.

Section 5.
The City Clerk shall certify to the adoption of this Resolution.

Section 6.
This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of November 2019, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

## Exhibit "A"- Funding Allocations

2019//20 through 2023/24 5-Year CIP

| Project Number | Project Name | Estimated Cost | Previously Allocated and other Funding | Previously Allocated and other Funding Source | Total Previously Allocated and other Funds | New Allocation Requested | Requested Allocation Source | Total New Allocation Requested | Resulting Total Project Funding |
|---|---|---|---|---|---|---|---|---|---|
| ST-28 | West Leland Road Lighting Project (Railroad to Cretview & Crestview/Delta DeAnza Trail | 760,000 | 735,000 | HUTA CCIF | $458,000 $277,000 | 25,000 | PDF | 25,000 | 760,000 |
| ST-42 | West Leland Road High Friction Surface Treatment | 718,000 | 608,800 | HSIP HUTA | $547,920 $60,880 | 110,000 | MJ | 110,000 | 718,000 |
| ST-96 | Citywide Arterial Median Conversion Project | 145,000 | | | | 25,000 | MJ | 25,000 | 25,000 |
| W-34 | WTP Disinfection Modification and Conversion | 1,900,000 | | | | 400,000 | WRF (502) | 400,000 | 400,000 |
| W-107 | Bodega Court Water System Loop Project | 300,000 | | | | 300,000 | WOF | 300,000 | 300,000 |
| B-2 | Corporation Yard Fueling System Replacement Project | 400,000 | | | | 400,000 | Building & Fleet Maintenance | 400,000 | 400,000 |
| B-5 | Police Evidence & Intake Room Improvements | 150,000 | | | | 150,000 | Building Maintenance | 150,000 | 150,000 |

## Exhibit "A"- Funding Allocations

2019//20 through 2023/24 5-Year CIP

| Project Number | Project Name | Estimated Cost | Previously Allocated and other Funding | Previously Allocated and other Funding Source | Total Previously Allocated and other Funds | New Allocation Requested | Requested Allocation Source | Total New Allocation Requested | Resulting Total Project Funding |
|---|---|---|---|---|---|---|---|---|---|
| B-56 | Police Department Women's Locker Room Expansion | TBD | | | | 50,000 | Building Maintenance | 50,000 | 50,000 |
| | | **TOTALS** | **1,343,800** | **0** | **1,343,800** | **1,460,000** | **0** | **1,460,000** | **2,803,000** |

**Funding Request Summary**

**Key to Abbreviations**

ME = Marina Enterprise (Fund 550)
GF = General Fund
PDF = Park Dedication Funds
WOF = Water Operations Funds
WRF = Water Facilities Reserve (WTP)
MJ = Measure J
RMRA = Road Maintenance and Rehabilitation Account

# City of Pittsburg

## FIVE YEAR

## CAPITAL IMPROVEMENT PROGRAM

## 2019/20 Through 2023/24

November 2019

# CITY OF PITTSBURG
# 2019/20-2023/24 FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

**MAYOR**
Juan Antonio Banales

**VICE MAYOR**
Jelani Killings

**CITY COUNCIL**
Merl Craft
Holland Barrett White
Shanelle Scales-Preston

**CITY MANAGER**
Garrett Evans

**ASSISTANT CITY MANAGER/PUBLIC WORKS DIRECTOR**
Fritz McKinley

**COMMUNITY DEVELOPMENT DIRECTOR**
Jill Hecht

**CITY ENGINEER**
Richard Abono, P.E.

**PREPARED BY**

**Gina C. Haynes, P.E.**
**Senior Civil Engineer**

November 2019

## CONTRIBUTORS

Maria Aliotti
Director of Community Services

Brad Farmer
Finance Director

Kolette Simonton
Assistant Director of Economic Development & Recreation

Paul Reinders, P.E.
Senior Civil Engineer

Doug Buchanan
Power Company Manager

Hilario Mata
Assistant Public Works Director

Van DePiero
Harbormaster

Diane Agar
Accounting and Budget Manager

Kristin Pollot
Planning Manager

# INTRODUCTION

## INTRODUCTION

The City of Pittsburg's 5-Year Capital Improvement Program (CIP) is a multi-year planning instrument for construction of new facilities and infrastructure, and for the expansion, rehabilitation, or replacement of existing City-owned assets. The 5-Year CIP is developed by City Staff and is adopted by the City Council as a guide for prioritization of various projects to accomplish community goals. The CIP is updated regularly to reflect changing priorities and funding availability, and to remove projects that have been completed.

This 5-Year CIP for Fiscal Year (FY) 2019/20 through FY 2023/24 includes 227 projects with a total estimated cost of $393,123,676 for the benefit of the residents of Pittsburg, and projects proposed by Pittsburg Power Company at the Island Energy facility on Mare Island in Vallejo. Each of the proposed projects meets one or more of the following criteria:

- Elimination of potentially hazardous or unsafe conditions and potential liability
- Replacement of high-maintenance, inefficient or ineffective infrastructure
- Improvement to and/or creation of new services to the public
- Compliance with regulatory requirements and mandates
- Stimulation of the local economy and elimination of blighted conditions
- Compliance with the City of Pittsburg General Plan
- Preservation of existing assets

The schedule and prioritization of CIP projects are based on available funding, public benefit, and funding restrictions. Staff has solicited comments from department management and other City staff to evaluate projects proposed for inclusion in the CIP. All of the projects on the list have been evaluated and ranked.

Funding that is proposed for the projects listed are according to their priority ranking or available funding. Staff obtains funding projections and available funding for current and future projects from the City's Finance Department and applies them to the CIP accordingly. These projects will receive further evaluation in the next 5-Year CIP update planned for FY 2020/21.

## ACCOMPLISHMENTS FROM FY 18/19

On October 1, 2018, the City Council approved the previous 5-year Capital Improvement Program for FY 2018/19 through FY 2022/23 with adoption of Resolution 18-13546. Many of the projects from the previous 5-year CIP have been completed or have had some form of action taken towards implementation. Below is a summary of accomplishments since the City Council's approval of the last 5-Year CIP update:

### 1. COMPLETED CIP PROJECTS

Completed CIP projects are those projects that have been completed since adoption of the previous 5-year CIP or are nearly complete. There are 9 CIP projects

that are completed or nearing completion since adoption of the previous 5-Year CIP. These projects include the following:

| | |
|---|---|
| ST-3 | 2017/18 Traffic Calming Projects |
| ST-13 | Railroad Avenue 3rd to 5th Street Sidewalk Improvement |
| T-14 | Seismic Retrofit Bridge No. 28C-0165 (Willow Pass Road) |
| ST-17 | SB1-West Leland Road Pavement Management |
| ST-19 | 2018/19 CDBG Curb Ramp Project |
| ST-20 | San Marco Blvd. Class I Trail |
| S-7 | Traffic Signal Modifications Citywide |
| B-4 | Pittsburg Library Rooftop Solar System |

## 2. ACTIVE CIP PROJECTS

Active projects are those projects that Staff is currently planning, are being designed or have been designed, are out to bid, or are under construction. There are twenty-five active projects. They include the following:

**Current Planning/Studies:**

| | |
|---|---|
| G-1 | City Standard Specification Update |
| G-2 | Standard Details Update |

**Being Designed:**

| | |
|---|---|
| ST-2 | BART Pedestrian/Bicycle Connectivity Project |
| ST-14 | 2019/20 CDBG Project |
| ST-36 | James Donlon Boulevard Extension Project |
| ST-38 | West Leland Road Pavement Markers/Markings and Speed Signage Improvements |
| ST-42 | West Leland High Friction Surface Treatment |
| ST-28,38,43 | West Leland Pavement Delineation, Warning Signage, High Visibility Crosswalk Improvements and Traffic Signal Modification at Range Road |
| ST-51 | Stoneman Avenue Pedestrian Safety Improvements |
| ST-73 | Patch Paving, Sealing & Striping |
| ST-98 | 2019/20 Street Maintenance Project |
| ST-99 | SB-1 FY 19/20 Pavement Management |
| S-18 | HSIP 9 Citywide Traffic Signal Improvement Project |
| SD-9 | American Park Storm Drainage Project |

**Under Construction/Out for Bids:**

| | |
|---|---|
| ST-11 | 2018/19 Citywide Pavement Management |
| ST-28 | West Leland Road Street Lighting (Railroad to Crestview) |
| S-8 | Traffic Signal Modification |

| | |
|---|---|
| W-6 | Water Treatment Plant Capital Repairs (Upgrade SCADA) |
| W-11 | Automatic Water Meter Reading System (multi-year project) |
| SS-30 | 2014/15 Sewer/Water Replacement Program (Project 20) |
| SD-36 | Montezuma Slough Pump Station Replacement Project |
| G-18 | West Leland Road Underground Utilities |
| M-3 | Marina Maintenance Dredging (Lowy Basin) |

## PROJECT CATEGORIES

The projects included in the FY 2019/20 - FY 2023/24 CIP have been divided into eight categories. These categories (with abbreviations) include:

**Streets (ST)**

This section includes street rehabilitation and reconstruction as well as medians, striping, curb & gutter, street lighting, and traffic calming.

Funding Sources:
Measure J, Developers, HUTA Gas Tax, RMRA Gas Tax, LTMF, and Infrastructure Repair and Replacement Funds (IRRF), are the primary sources of funding for street projects. Additional funding comes from various grants that are available through agencies on the federal, state, and local level.

**Signals (S)**

This section includes intersections that currently warrant a traffic signal, will warrant a signal in the near future, or need upgrades to the existing signals or signal timing.

Funding Sources:
The primary funding sources for signal projects are Measure J, Developers, HUTA Gas Tax, RMRA Gas Tax, LTMF, and Infrastructure Repair and Replacement Funds (IRRF). Additional funding can be provided by grants from outside agencies.

**Water (W)**

This section includes water system improvements that have been identified as a maintenance problem or are included in the Water System Master Plan as requiring installation or upgrade.

Funding Sources:
The primary funding sources for this category are Water Operations Fund, Water Facility Reserve Fund, 2005 Water Bond, and Developers.

**Sewer (SS)**

This section includes sewer system improvements that have been identified as a maintenance problem or are included in the Wastewater Collection System Master Plan as requiring installation or upgrade.

Funding Sources:
The primary funding sources for this category are Sewer Operations Fund, Sewer Facility Reserve and Developers.

**Storm Drain (SD)**

This section includes storm drainage improvements identified as a flood hazard, maintenance problem or included in the Stormwater Management Plan as requiring installation or upgrade.
Funding Sources:

The primary funding sources for this category are NPDES Fund (very limited and restricted), Developers, IRRF, and Kirker Creek Drainage Fund.

**Building (B)**

This section includes improvements, rehabilitation, or new construction of City-owned buildings.

Funding Sources:
General Fund

**Parks (PK)**

This section includes improvements, rehabilitation, or new construction of parks and recreational facilities throughout the City.

Funding Sources:
The primary funding sources for this category are Park Dedication Fund (PDF), and grants from outside agencies.

**General (G)**

This section includes projects that do not fall into any of the other categories but are included in the 5-Year CIP.

Funding Sources:
Funding varies due to the unique nature of these projects.

**Pittsburg Power (PPC)**

This section includes projects that are included in the 5-Year CIP for construction by Pittsburg Power (PP) or Island Energy (IE).

Funding Sources:
The primary funding sources for this category are the Pittsburg Power and Island Energy funds.

**Marina (M)**

This section includes projects that are in the 5-Year CIP related to the City owned and maintained marinas.

Funding Sources:
The primary funding sources for this category of projects are the Marina Enterprise Fund and Waterfront Operations.

## FUNDING REQUIREMENTS AND ISSUES

Projects included in FY 2019/20 of the 5-year CIP are those that are a high priority and/or have available funding. Below is a description of funding requirements for each CIP category as well as potential funding issues that may be affecting a particular project category.

**Street Projects (ST):**
The current 5-year CIP identifies 64 street projects totaling $220 million that are included as future projects. Of these, 34 street projects totaling $26 million are already funded/partially funded or are planned to be funded within the next five years.

Funding Issues:
Streets in the City are ranked according to their condition on a scale of 1 to 100. This ranking is called the Pavement Condition Index (PCI). The more pavement maintenance that is performed, the higher the PCI number for the pavement will be. The current average PCI number for the City's streets is 62. To maintain the City's current average PCI number requires approximately $5.7 million per year of pavement maintenance.

**Signal Projects (S):**
The current 5-year CIP identifies twenty signal projects totaling $5.3 million that are included as future projects. Of these, six signal projects totaling approximately $1.7 million are already funded/partially funded or are planned to be funded within the next five years.

Funding Issues:
Installation of traffic signals is usually funded by Transportation Mitigation Funds, developers, or a combination of the two. For those signal projects not eligible for these funds, various grants, HUTA, RMRA, and Measure J funds are also available. However, use of HUTA, RMRA, and Measure J funds for this purpose reduces funding availability for street rehabilitation and maintenance projects. Signal equipment, upgrades, and maintenance compete for funding along with other pavement and O&M CIP projects.

**Water Projects (W):**
The current 5-year CIP identifies 27 water projects totaling nearly $57 million that are included as future projects. Of these, eleven water projects totaling $18 million are already funded/partially funded or are planned to be funded within the next five years.

Funding Issues:
The City's Water Operations Fund, which is comprised of customer service payments, is the usual source of funds for the rehabilitation, maintenance and upgrade of the City's water system. Projects that provide for system expansion are funded by new development through the Water Facility Reserve fund, which is derived from connection fees from new development.

**Sewer Projects (SS):**
The current 5-year CIP identifies 11 sewer projects totaling $34.7 million that are included as future projects. Of these, seven sewer projects totaling $28.4 million are already funded/partially funded or are planned to be funded within the next five years.

Funding Issues:
Rehabilitation, upgrade, and maintenance of the City's sanitary sewer system is usually funded by the City's Sewer Operation Fund, which is derived from customer service charges. Projects for system expansion are funded by new development connection facility reserve charges. Currently there are sufficient funds to finance new projects in the immediate future.

**Storm Drain Projects (SD):**
The current 5-year CIP identifies 47 storm drain projects totaling $31 million that are included as future projects. Of these, two storm drain projects totaling $1,175,000 are already funded within the next five years.

Funding Issues:
Installation, upgrade, and maintenance of the City's storm drain system have been typically funded by NPDES funds or grants. An additional source of funding for certain eligible projects is the Kirker Creek Drainage Fund, a restricted funding source. The amount available from each of these funding sources is very limited.

The City adopted a Fiscal Sustainability Ordinance that, among other things, created an Infrastructure Repair and Replacement Fund (IRRF) that could receive a portion of future City budget surpluses and excess one-time revenues. This fund would be used to fund repair and capital improvement projects related to the City's infrastructure including streets, roads, parking lots, and storm drains. These funds cannot be counted on as a regular funding source for storm drainage projects.

Staff has requested authorization to apply for a FEMA grant to help fund the currently planned storm drain project and one additional storm drain project.

**Building Projects (B):**
The current 5-year CIP identifies nine building projects totaling $14.1 million that are included as future projects. This does not include the Police Evidence Storage Building, that has not been sized and therefore no costs have been determined. Of these, four building projects totaling approximately $700,000 are already funded within the next five years.

Funding Issues:
Construction of new and improvements to existing City owned buildings were previously funded by the RDA. Other funding sources are grants and Park Dedication Funds. These funds do not contribute to the additional maintenance costs incurred once the new City owned facilities are in service. The City's Building Maintenance Fund covers ongoing maintenance of City-owned buildings.

**Park Projects (PK):**
The current 5-year CIP identifies 18 park projects totaling $15.8 million that are included as future projects. Of these, eight park projects totaling $2.9 million are already funded/partially funded or are planned to be funded within the next five years.

Funding Issues:
Construction of new parks and improvements to existing City parks are usually funded by the City's Park Dedication Fund (PDF). Other sources of funding have been grants.

Park construction grants and other funds typically are for construction of new improvements or rehabilitation of existing facilities, and do not provide for maintenance. Expenditure of these funds usually results in an increase to the Parks and Maintenance

Services' operational and maintenance costs. However, these funding sources can be used for improvements that may reduce maintenance costs, such as artificial turf or centralized irrigation. Due to the relative unavailability of operation and maintenance (O&M) funding, staff evaluates new park proposals carefully to consider future cost impacts and to identify funding for operational and maintenance costs. Construction of new parks or improvements may be postponed to a later date when additional funding is available.

New parks will need to account for potential droughts. Alternative sources of irrigation water or plant material will need to be evaluated as funding for new facilities becomes available.

Another source of funding needs to be identified to fund the O&M of new facilities and improvements, or new construction will need to be reduced or eliminated to ensure proper maintenance of existing facilities. One possible source of additional O&M funding for parks is an increase in the landscape and lighting district assessments.

**General Projects (G):**
The current 5-year CIP identifies seven general projects totaling $3.6 million that are included as future projects. Of these, two general projects totaling $1.5 million (including $1.4 million from Rule 20A funds administered by PG&E) are already funded/partially funded or are planned to be funded within the next five years.

Funding Issues:
Projects listed in the General Projects section of the CIP are funded by various sources. It is difficult to identify funds that are eligible for a majority of these projects other than the City's General Fund. An additional source of funding needs to be identified or created to fund the various projects in the General Projects category.

**Pittsburg Power Projects (PP):**
The current 5-year CIP identifies 14 Pittsburg Power Company projects totaling $6.3 million that are included as future projects. All of these seven totaling $2.7 million are already funded/partially funded or are planned to be funded within the next five years.

Funding Issues:
Projects listed in the Pittsburg Power Projects section of the CIP are funded by revenues collected by Island Energy (IE) and Pittsburg Power. These funds have occasionally been used to fund programs and projects within the City of Pittsburg. Projects currently included in the CIP as funded by Pittsburg Power or Island Energy are for power related projects at the Island Energy facility on Mare Island in Vallejo.

**Marina Projects (M):**
The current 5-year CIP identifies ten Marina projects totaling $12.8 million that are included as future projects. There are three capital project that partially funded with $1.0 million over the next five years.

Funding Issues:
Projects listed in the Marina Projects section of the CIP are generally funded by the revenue collected at the marina from gasoline sales and boat slip rentals. If other funding sources are not identified, there may be a need to increase fees and prices to increase revenues to pay for construction of additional CIP projects.

## CAPITAL IMPROVEMENT PROGRAM SUMMARY

The following table summarizes the total estimated project expenditures planned, by category, for the projects included in the 5-Year CIP. The table also indicates the projected year those funds are anticipated to be expended. At this time new funding will be requested only for projects planned to begin design or construction in FY 2019/20. The remaining projects for FY 2019/20 through 2023/24 are projections based on estimates for project costs and funds available. This table includes only projects that are anticipated to be funded during the 5-year period. Additional projects are included in the Capital Improvement Program that have been identified but are not yet planned to be funded. Amounts in the Current Funding column have previously been allocated by City Council through other actions.

| Project Category | Current Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 (S) | FY 2023-24 ($) | Total ($) |
|---|---|---|---|---|---|---|---|
| Streets | 15,164,500 | 2,073,627 | 4,230,888 | 1,664,805 | 1,580,000 | 1,604,000 | 26,317,820 |
| Signals | 1,065,600 | 135,000 | 135,000 | 135,000 | 135,000 | 135,000 | 1,740,600 |
| Water | 6,263,267 | 1,575,000 | 2,975,000 | 875,000 | 3,975,000 | 2,375,000 | 18,038,267 |
| Sewer | 22,114,910 | 1,300,000 | 500,000 | 1,600,000 | 400,000 | 2,500,000 | 28,414,910 |
| Storm Drain | 825,000 | 300,000 | 0 | 0 | 0 | 0 | 1,125,000 |
| Building | 140,000 | 560,000 | 0 | 0 | 0 | 0 | 700,000 |
| Parks | 675,000 | 655,000 | 455,000 | 455,000 | 455,000 | 205,000 | 2,900,000 |
| General | 1,500,000 | 0 | 0 | 0 | 0 | 0 | 1,500,000 |
| Pittsburg Power | 970,000 | 1,020,000 | 400,000 | 100,000 | 100,000 | 100,000 | 2,690,000 |
| Marina | 990,208 | 20,000 | 0 | 0 | 0 | 0 | 1,010,208 |
| **Total** | **49,708,485** | **7,638,627** | **8,695,888** | **4,829,805** | **6,645,000** | **6,919,000** | **84,436,805** |

# PROJECTED FUND BALANCE

## FUNDING SOURCES

The following section discusses the major funding sources available to fund CIP projects. Funding amounts included in the Current Funds Available column are those that are available for use as of the date this document was prepared. Funding amounts listed for the remaining fiscal years are estimated net funds available for use as a funding source for construction of CIP projects. New funding is requested only for projects planned for FY 2019/20. The remaining projects for FY 2020/21 through FY 2023/24 are projections based on anticipated funding availability. Enterprise funds are budgeted to maintain a reserve equal to 30% of their operating expenses.

### Restricted vs. Un-Restricted Funding Sources

Funding sources for CIP projects include those considered restricted funds that can finance only specific types of projects. Examples of restricted funds are Water, Sewer, Park Dedication, HUTA, RMRA, Measure J, Infrastructure Repair and Replacement Fund, and Traffic Mitigation. These funds vary in their project restrictions.

Other funding sources included in the CIP are unrestricted funds that can be used on any type of project. An example of an unrestricted fund would be the City's General Fund and the Pittsburg Power Company Fund. Unrestricted funds are currently unavailable as a funding source for projects in the 5-year CIP.

### Fund Balances and Projected Funding Availability

The major sources of funding (and their abbreviations) for projects included in the current 5-Year CIP are as follows (fund balances estimated as of June 2019):

### Road Maintenance and Rehabilitation Account Gas Tax Fund (RMRA)

Senate Bill 1, the Road Repair and Accountability Act of 2017, was signed into law on April 28,2017. SB 1 increased the per gallon fuel excise taxes; increased the diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years. This legislative package invests $54 billion over the next decade to fix roads, freeways and bridges in communities across California and puts more dollars toward transit and safety. These funds are split equally between state and local investments.

Beginning November 1, 2017, the State Controller (Controller) deposited various portions of this new funding into the newly created RMRA. A percentage of this new RMRA funding will be apportioned by formula to eligible cities and counties. The RMRA funding that the City is estimated to receive in FY 2019/20 is $1,210,657. FY 2019/20 will be a partial amount due to the implementation occurring mid-year. In FY 2020/21 the City is estimated to receive $1,234,870.

Prior to the City receiving its apportionment of RMRA funds in a fiscal year, the City must submit a list of eligible projects proposed to be funded with the RMRA funds. The proposed projects to receive RMRA funds must also be included in the adopted City budget or as part of the Capital Improvement Program. The list must include project description, location, schedule, and estimated useful life of the improvement.

Each fiscal year, the City must submit documentation that includes similar information to the above for the projects actually completed.

Below is the list for reporting proposed projects planned for potential expenditure of RMRA funds in FY 2019/20:

| | |
|---|---|
| **Title** | ST-98 2019/20 Street Maintenance |
| **Description** | Three-Layer Pavement Maintenance Project |
| **Location** | Highland Meadows |
| **Amount** | $172,427 |
| **Completion Date** | June 2020 |
| **Useful Life** | 10 Years |

| | |
|---|---|
| **Title** | ST-99 SB-1 2019/20 Pavement Management |
| **Description** | Pavement Rehabilitation Project |
| **Location** | West Leland Road-Jacqueline Drive to Railroad Avenue and Loveridge Road SR4-East Leland Road |
| **Amount** | $895,000 |
| **Completion Date** | June 2020 |
| **Useful Life** | 10-15 Years |

| | |
|---|---|
| **Title** | S-8, 2019/20 Traffic Signal Modification Project |
| **Description** | Perform ongoing signal modifications and timing adjustments form improved traffic flow and modernization of signal controller equipment. |
| **Location** | Citywide Signal System |
| **Amount** | $135,000 |
| **Completion Date** | June 2020 |
| **Useful Life** | 10-20 Years |

| | |
|---|---|
| **Title** | S-8, 2019/20 Traffic Signal Modification Project |
| **Description** | Improve signal hardware at 59 locations (signal heads, backplates, controllers, BBS, UPS, modems, cabinets) |
| **Location** | Citywide Signal System |
| **Amount** | $44,400 |
| **Completion Date** | June 2020 |
| **Useful Life** | 10-15 Years |

## Current and Projected RMRA Funding Availability: Fund 228

**Gas Tax - Road Maintenance and Rehabilitation** Fund 228

| Project | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1 | 56,967 | 20,797 | 160,667 | 360,235 | 359,994 |
| Budgeted Revenues | 1,210,657 | 1,234,870 | 1,259,568 | 1,284,759 | 1,310,454 |
| Budgeted Expenses | - | - | - | - | - |
| Subtotal | 1,267,624 | 1,255,667 | 1,420,235 | 1,644,994 | 1,670,448 |
| ST-24 SB1-2020/21 Pavement Management | | (700,000) | | | |
| ST-33 SB1-2021/22 Pavement Management | | | (925,000) | | |
| ST-47 2020/21 Street Maintenance | | (50,000) | | | |
| ST-51 Stoneman Avenue Pedestrian Safety Improvements | | | | | |
| ST-59 SB1-2022/23 Pavement Management | | | | (950,000) | |
| ST-60 2022/23 Street Maintenance | | | | (200,000) | |
| ST-98 2019/20 Street Maintenance | (172,427) | | | | |
| ST-99 SB-1 2019/20 Pavement Management | (895,000) | | | | |
| ST-100 2020-21 STP OBAG II Pavement Rehabilitation Project | | (210,000) | | | |
| ST-103 2023/24 Pavement Management | | | | | (974,000) |
| S-8 2019/20 Traffic Signal Modification | (135,000) | | | | |
| S-15 2020/21 Traffic Signal Modification | | (135,000) | | | |
| S-16 2021/22 Traffic Signal Modification | | | (135,000) | | |
| S-11 2022/23 Traffic Signal Modification | | | | (135,000) | |
| S-17 2023/24 Traffic Signal Modification | | | | | (135,000) |
| S-19 HSIP 9 Traffic Signal Improvement Project | (44,400) | | | | |
| CIP Expenditures | (1,246,827) | (1,095,000) | (1,060,000) | (1,285,000) | (1,109,000) |
| **Est Remaining Available Fund Balance** | **$ 20,797** | **$ 160,667** | **$ 360,235** | **$ 359,994** | **$ 561,448** |

## Highway User Tax Account Gas Tax Fund (HUTA)

The gas tax referred to as HUTA may also be used to fund pavement rehabilitation projects. In FY 2019-20, Pittsburg is expected to receive a total of $1,586,571 in HUTA funds. Of this amount, $1,164,5211 is allocated to pay maintenance expenses. The combination of HUTA and Measure J funds received by the City varies and yields an average of $717,650 per year for street and pavement projects after O&M costs are deducted. If these funds were dedicated entirely to capital projects for maintaining pavement, the total would still be insufficient to maintain the current PCI.

The Gas Tax is comprised of State and Local taxes on the sale of gasoline. Revenues for this fund are dependent on the overall economy and gasoline usage. This can vary according to economic conditions and the increasing number of fuel efficient and electric vehicles on the road. This tax is administered by the State Board of Equalization in accordance with California Local Motor Vehicle Fuel Taxation Law. These funds can be used for maintenance of existing roads, construction of new roads, street lights, traffic signals, and street medians.

### Current and Projected HUTA Funding Availability: Fund 203

**GTX Highway Users Tax Account (HUTA)** Fund 203

| Project | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1 | (211,086) | 11,274 | 42,081 | 31,505 | 29,716 |
| Budgeted Revenues | 1,586,571 | 1,618,302 | 1,650,668 | 1,683,682 | 1,717,355 |
| Budgeted Expenses | (1,164,211) | (1,187,495) | (1,211,245) | (1,235,470) | (1,260,179) |
| Subtotal | 211,274 | 442,081 | 481,505 | 479,716 | 486,892 |
| ST-47 2020/21 Street Maintenance | | (350,000) | | | |
| ST-48 2021/22 Street Maintenance | | | (400,000) | | |
| ST-52 Annual Citywide Striping & Signage | (50,000) | (50,000) | (50,000) | (50,000) | (50,000) |
| ST-60 2022/23 Street Maintenance | | | | (400,000) | |
| ST-98 2019/20 Street Maintenance | (150,000) | | | | |
| ST-104 2023/24 Street Maintenance | | | | | (400,000) |
| CIP Expenditures | (200,000) | (400,000) | (450,000) | (450,000) | (450,000) |
| **Est Remaining Available Fund Balance** | **$ 11,274** | **$ 42,081** | **$ 31,505** | **$ 29,716** | **$ 36,892** |

**Measure J (MJ)**

In 2004, Contra Costa County voters approved Measure J, which continued the ½ cent sales tax that funds transportation projects in the county through March 31, 2034. Pittsburg's Measure J funds are used for street pavement projects as funding is available. However, using this fund only for street pavement projects reduces funds available for other eligible projects, such as traffic signals. In addition, the City currently uses Measure J Funds to help fund the Public Works Department's street operations and maintenance (O&M) to off-set General Fund revenues. Redirecting Measure J funds to daily O&M reduces the amount of street resurfacing projects the City is able to implement to below the minimum level of investment in capital projects

**Measure J** Fund 204

| Project | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1 | 127,537 | 12,405 | 5,670 | 2,401 | 2,666 |
| Budgeted Revenues | 877,200 | 894,744 | 912,639 | 930,892 | 949,509 |
| Budgeted Expenses | (707,332) | (721,479) | (735,908) | (750,626) | (765,639) |
| Subtotal | 297,405 | 185,670 | 182,401 | 182,666 | 186,537 |
| ST-26 2019/20 Citywide Traffic Calming | (50,000) | | | | |
| ST-35 2020/21 Citywide Traffic Calming | | (50,000) | | | |
| ST-41 Annual Citywide Fence/Soundwall/ Streetlight Replacement/ Installation | (100,000) | (100,000) | (100,000) | (100,000) | (100,000) |
| ST-42 West Leland Road High Friction Surface Project HSIP 7 | (110,000) | | | | |
| ST-45 2021/22 Citywide Traffic Calming | | | (50,000) | | |
| ST-96 Citywide Arterial Median Conversion | (25,000) | (30,000) | (30,000) | (30,000) | (30,000) |
| ST-101 2022/23 Citywide Traffic Calming | | | | (50,000) | |
| ST-102 2023/24 Citywide Traffic Calming | | | | | (50,000) |
| CIP Expenditures | (285,000) | (180,000) | (180,000) | (180,000) | (180,000) |
| **Est Remaining Available Fund Balance** | **$ 12,405** | **$ 5,670** | **$ 2,401** | **$ 2,666** | **$ 6,537** |

that is needed to maintain the current pavement condition. In FY 2019-20, Pittsburg should receive a total of $877,200 in Measure J funds. Of this, $707,332 was allocated with adoption of the City Budget to cover street maintenance managed by Public Works and Engineering staff costs for designing and managing pavement projects.

**Kirker Creek Drainage Fund (KCDF)**

The Kirker Creek Drainage Fund was established to provide for improvements to the drainage area due to impacts from new development. This fee is charged only for new development within the Kirker Creek watershed. Currently the fee is $0.68/sf of impervious area for the development. This fund can be used for construction of drainage improvements within the Kirker Creek watershed

**Current and Projected KCDF Funding Availability: Fund 302**

**Kirker Creek Drainage Fund** Fund 302

| Project | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1, 2019 | 371,426 | $356,066 | $340,399 | $324,418 | $308,118 |
| Budgeted Revenues | 3,000 | 3,060 | 3,121 | 3,184 | 3,247 |
| Budgeted Expenses | (18,360) | (18,727) | (19,102) | (19,484) | (19,873) |
| Subtotal | 356,066 | 340,399 | 324,418 | 308,118 | 291,492 |
| | | | | | |
| CIP Expenditures | - | - | - | - | - |
| **Est Remaining Available Fund Balance** | **$ 356,066** | **$ 340,399** | **$ 324,418** | **$ 308,118** | **$ 291,492** |

**Local Traffic Mitigation Fund (LTMF)**

These fees are collected from developers to pay for developer's share of impacts to streets and traffic flow within the City. Current fee per housing unit is approximately $8,575 for the Pittsburg LTMF. These funds are restricted to projects that are included in the current traffic mitigation study.

## Current and Projected LTMF Funding Availability: Fund 303

**LTMF (Local Traffic Mitigation Fund)** Fund 303

| Description | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1, 2019 | 1,570,132 | 2,824,132 | 2,793,755 | 2,761,032 | 2,725,884 |
| Budgeted Revenues | 1,339,157 | 56,483 | 55,875 | 55,221 | 56,325 |
| Budgeted Expenses | (85,157) | (86,860) | (88,597) | (90,369) | (92,177) |
| Subtotal | 2,824,132 | 2,793,755 | 2,761,032 | 2,725,884 | 2,690,032 |
| | | | | | |
| **Est Remaining Available Fund Balance** | **$ 824,132** | **$ 2,793,755** | **$ 2,761,032** | **$ 2,725,884** | **$ 2,690,032** |

### Park Dedication Fees (PDF)

Park Dedication Fees are collected from developers to provide for construction of new parks and recreation facilities. Fees are collected based on the market value of the property, size of development, and number of units. Current average fee per residential lot is $9,287.22. These funds are restricted to new park construction and expansion and rehabilitation of existing parks.

## Current and Projected PDF Funding Availability: Fund 304

PDF

Fund 304

| Project | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1 | 105,185 | 316,036 | 641,663 | 1,160,276 | 1,845,727 |
| Budgeted Revenues | 951,955 | 842,953 | 1,037,186 | 1,205,294 | 1,456,762 |
| Budgeted Expenses | (61,104) | (62,326) | (63,573) | (64,844) | (66,141) |
| Subtotal | 996,036 | 1,096,663 | 1,615,276 | 2,300,727 | 3,236,348 |
| PK-4 Annual Playground Replacement | (80,000) | (80,000) | (80,000) | (80,000) | (80,000) |
| PK-8 Biennial Playfield Replacement | (250,000) | | (250,000) | | |
| PK-9 Annual Park Features Replacement | (75,000) | (75,000) | (75,000) | (75,000) | (75,000) |
| PK-10 Biennial Restroom Replacement | | (250,000) | | (250,000) | |
| PK-13 Park and Landscaping Improvements | (200,000) | | | | |
| PK-15 Annual Park Sign Replacement | (50,000) | (50,000) | (50,000) | (50,000) | (50,000) |
| ST-28 West Leland Road Lighting Project/Trail Lights | (25,000) | | | | |
| CIP Expenditures | (680,000) | (455,000) | (455,000) | (455,000) | (205,000) |
| **Est Remaining Available Fund Balance** | **$ 316,036** | **$ 641,663** | **$ 1,160,276** | **$ 1,845,727** | **$ 3,031,348** |

### Pittsburg Regional Traffic Mitigation Fund (PRTMF)

These fees are collected from developers to pay for developer's share of regional projects to mitigate impacts to streets and traffic flow. Current fee per housing unit is $18,872 for the Pittsburg Regional Transportation Mitigation Fee. These funds are restricted to projects that are included in the current regional fee program.

## Current and Projected PRTMF Funding Availability: Fund 307

**PRTMF (Pittsburg Regional Traffic Mitigation Fund)** Fund 307

| Description | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1, 2019 | 10,197 | 18,197 | 26,357 | 34,680 | 43,170 |
| Budgeted Revenues | 8,000 | 8,160 | 8,323 | 8,490 | 8,659 |
| Budgeted Expenses | - | - | - | - | - |
| **Est Remaining Available Fund Balance** | **$ 18,197** | **$ 26,357** | **$ 34,680** | **$ 43,170** | **$ 51,829** |

### Infrastructure Repair and Replacement Fund (IRRF)

On January 22, 2013, the City Council adopted Ordinance 12-1363, also known as the Fiscal Sustainability Ordinance. This ordinance established minimum balances for financial reserves used to stabilize the City's budget, and created an Infrastructure Repair and Replacement Fund that receives a portion of funds that exceed the required reserve amount. This fund may be used for repairs and capital improvements projects related to the City's infrastructure including streets, roads, parking lots, and storm drains.

## Current and Projected IRRF Funding Availability: Fund 310

**Infrastructure Repair and Replacement Fund** Fund 310

| Description | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1 | 15,268 | 20,268 | 25,368 | 30,570 | 35,876 |
| Budgeted Revenues | 5,000 | 5,100 | 5,202 | 5,306 | 5,412 |
| Budgeted Expenses | - | - | - | - | - |
| **Est Remaining Available Fund Balance** | **$ 20,268** | **$ 25,368** | **$ 30,570** | **$ 35,876** | **$ 41,288** |

### 2005 Water Bond (2005 WBond)

On December 5, 2005, City Council adopted Resolution 05-10440 authorizing a bond purchase contract for funding of several water projects.

## Current and Projected 2005 Water Bond Funding Availability: Fund 500

**Water Bond Proceeds** Fund 500

| Description | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1, 2019 | 368,500 | 396,500 | 425,060 | 454,191 | 483,905 |
| Budgeted Revenues | 28,000 | 28,560 | 29,131 | 29,714 | 30,308 |
| Budgeted Expenses | - | - | - | - | - |
| **Est Remaining Available Fund Balance** | **$ 396,500** | **$ 425,060** | **$ 454,191** | **$ 483,905** | **$ 514,213** |

### Water Operations Fund (WOF)

The Water Fund is maintained by a service charge that is collected in water service bills. Fees collected vary by size of water meter and water use and range from $22.68/mo for a ¾" meter to $2,603.61/mo for a 10" meter. These funds are used for installing, upgrading, and maintaining the City's water system. Per Ordinance 12-1363 a minimum of 30% of annual operating costs shall be maintained in reserve.

## Current and Projected Water Operations Fund Funding Availability: Fund 501

**WOF** Fund 501

| Description | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1, 2019 | 9,224,036 | 9,680,779 | 8,870,157 | 9,692,822 | 7,449,441 |
| Budgeted Revenues | 23,132,879 | 23,595,537 | 24,067,447 | 24,548,796 | 25,039,772 |
| Oper. Budgeted Expenses | (21,046,674) | (21,467,607) | (21,896,960) | (22,334,899) | (22,781,597) |
| Capital Equip & Tsfrs Out | (454,462) | (463,551) | (472,822) | (482,279) | (491,924) |
| Subtotal | 10,855,779 | 11,345,157 | 10,567,822 | 11,424,441 | 9,215,692 |
| W-6 Water Treatment Plant Capital Repairs and Improvements | (75,000) | (75,000) | (75,000) | (75,000) | (75,000) |
| W-8 2020/21 Water Main Installation/Replacement Program (Pittsburg Heights) | (400,000) | (1,000,000) | | | |
| W-11 Automatic Water Meter Reading System | (300,000) | (300,000) | (300,000) | (300,000) | (300,000) |
| W-34 Water Treatment Plant Disinfection Modification and Conversion | | (1,000,000) | | | |
| W-39 Filter Media Replacement Project | (100,000) | (100,000) | (100,000) | (100,000) | (100,000) |
| W-40 2021/22 Water Main Installation/Replacement Program (West Santa Fe) | | | (400,000) | (3,000,000) | |
| W-102 2022/23 Water Main Installation Replacement Program (Cental Addition Phase 1) | | | | (500,000) | (1,900,000) |
| W-107 Bodega Court Water System Loop Project | (300,000) | | | | |
| | | | | | |
| CIP Expenditures | (1,175,000) | (2,475,000) | (875,000) | (3,975,000) | (2,375,000) |
| (30% Reserve Required) | (6,314,002) | (6,440,282) | (6,569,088) | (6,700,470) | (6,834,479) |
| **Est Remaining Available Fund Balance** | **$ 3,366,777** | **$ 2,429,875** | **$ 3,123,734** | **$ 748,971** | **$ 6,213** |

**Water Facility Reserve Fund (WFR)** Treatment Plant and Distribution
The Water Facility Reserve is funded by a onetime charge per residential unit paid by developers. The amount of the fee varies according to the location of the development and is calculated according to a formula described in the fee schedule approved by the City Council (Resolution 05-1029 and as amended by Resolution 12-11778). The average fee for per new residential unit is $5,000. This fund is used for expansion and upgrade of the water distribution system or treatment plant to account for increased use with new development.

**Current and Projected Funding Availability Various WFR Accounts:**

**WFR Treatment Plant: Fund 502**

**WFR - Treatment Plant Expansion** Fund 502

| Description | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1, 2019 | 950,070 | 638,872 | 151,649 | 154,682 | 157,776 |
| Budgeted Revenues | 88,802 | 12,777 | 3,033 | 3,094 | 3,156 |
| Budgeted Expenses | - | | | | |
| Subtotal | 1,038,872 | 651,649 | 154,682 | 157,776 | 160,932 |
| W-34 Water Treatment Plant Water Disinfection Modification and Conversion | (400,000) | (500,000) | | | |
| | | | | | |
| CIP Expenditures | (400,000) | (500,000) | - | - | - |
| **Est Remaining Available Fund Balance** | **$ 638,872** | **$ 151,649** | **$ 154,682** | **$ 157,776** | **$ 160,932** |

**WFR Water Distribution: Fund 503**

**WFR - Distribution** Fund 503

| Description | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1, 2019 | (13,297) | 34,097 | 34,779 | 35,475 | 36,184 |
| Budgeted Revenues | 47,394 | 682 | 696 | 709 | 724 |
| Budgeted Expenses | - | | | | |
| **Est Remaining Available Fund Balance** | **$ 34,097** | **$ 34,779** | **$ 35,475** | **$ 36,184** | **$ 36,908** |

## WFR Zone I/II Reservoir: Fund 504

**WFR - Zonel/II Reservoir** Fund 504

| Description | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1, 2019 | 984,905 | 994,905 | 1,014,803 | 1,035,099 | 1,055,801 |
| Budgeted Revenues | 10,000 | 19,898 | 20,296 | 20,702 | 21,116 |
| Budgeted Expenses | - | | | | |
| **Est Remaining Available Fund Balance** | **$ 994,905** | **$ 1,014,803** | **$ 1,035,099** | **$ 1,055,801** | **$ 1,076,917** |

## WFR 20" SE Hills Water Transmission: Fund 505

**WFR - 20" SE Hills Water Transmission** Fund 505

| Description | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1, 2019 | 220,229 | 268,641 | 274,014 | 279,494 | 285,084 |
| Budgeted Revenues | 48,412 | 5,373 | 5,480 | 5,590 | 5,702 |
| Budgeted Expenses | - | | | | |
| **Est Remaining Available Fund Balance** | **$ 268,641** | **$ 274,014** | **$ 279,494** | **$ 285,084** | **$ 290,786** |

## WFR SW Hills Water Facility: Fund 506

**WFR - SW Hills Water Facility** Fund 506

| Description | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1, 2019 | (0) | 123,220 | 123,220 | 123,220 | 123,220 |
| Budgeted Revenues | 123,220 | | | | |
| Budgeted Expenses | | | | | |
| **Est Remaining Available Fund Balance** | **$ 123,220** | **$ 123,220** | **$ 123,220** | **$ 123,220** | **$ 123,220** |

## WFR SW Hills Phase III Pipe: Fund 507

**WFR - SW Hills Phase III Pipe** Fund 507

| Description | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1, 2019 | 587,036 | 614,876 | 627,174 | 639,717 | 652,511 |
| Budgeted Revenues | 27,840 | 12,298 | 12,543 | 12,794 | 13,050 |
| Budgeted Expenses | - | | | | |
| **Est Remaining Available Fund Balance** | **$ 614,876** | **$ 627,174** | **$ 639,717** | **$ 652,511** | **$ 665,562** |

## WFR SW Hills Phase III Pump: Fund 508

**WFR - SW Hills Phase III Pump** Fund 508

| Description | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1, 2019 | - | - | - | - | - |
| Budgeted Revenues | | | | | |
| Budgeted Expenses | | | | | |
| **Est Remaining Available Fund Balance** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |

## WFR Water Treatment Plant Sludge Handling: Fund 509

**WFR - Water Treatment Plant Sludge Handling** Fund 509

| Description | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1, 2019 | 260,460 | 359,678 | 366,872 | 374,209 | 381,693 |
| Budgeted Revenues | 99,218 | 7,194 | 7,337 | 7,484 | 7,634 |
| Budgeted Expenses | - | | | | |
| **Est Remaining Available Fund Balance** | **$ 359,678** | **$ 366,872** | **$ 374,209** | **$ 381,693** | **$ 389,327** |

## WFR Zone 1 Reservoir: Fund 510

**WFR - Zone 1 Reservoir** Fund 510

| Description | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1, 2019 | 663,285 | 888,597 | 906,369 | 924,496 | 942,986 |
| Budgeted Revenues | 225,312 | 17,772 | 18,127 | 18,490 | 18,860 |
| Budgeted Expenses | - | | | | |
| **Est Remaining Available Fund Balance** | **$ 888,597** | **$ 906,369** | **$ 924,496** | **$ 942,986** | **$ 961,846** |

## WFR Zone 2 Reservoir: Fund 511

**WFR - Zone 2 Reservoir** Fund 511

| Description | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1, 2019 | 114,085 | 115,485 | 117,795 | 120,151 | 122,554 |
| Budgeted Revenues | 1,400 | 2,310 | 2,356 | 2,403 | 2,451 |
| Budgeted Expenses | - | | | | |
| **Est Remaining Available Fund Balance** | **$ 115,485** | **$ 117,795** | **$ 120,151** | **$ 122,554** | **$ 125,005** |

**Sewer Operations Fund (SOF)**
The Sewer Fund is maintained by a service charge that is collected in water service bills. Fees collected vary by property use. For example a residential property is charged a flat rate of $15.79/month and non-residential is charged $1.61 per CCF, or 100 cubic feet (748 gallons), of water usage/month. These funds are used for installing, upgrading, and maintaining the City's sewer system. Per Ordinance 12-1363 a minimum of 30% of annual operating costs shall be maintained in reserve.

**Current and Projected Sewer Operations Fund Funding Availability: Fund 521**

**SOF - Sewer Maintenance** Fund 521

| Description | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1, 2019 | 1,215,217 | $1,002,285 | $1,611,094 | $1,142,080 | $1,895,685 |
| Budgeted Revenues | 5,198,500 | 5,302,470 | 5,408,519 | 5,516,690 | 5,627,024 |
| Oper. Budgeted Expenses | (3,230,108) | (3,294,710) | (3,360,604) | (3,427,816) | (3,496,373) |
| Capital Equip & Tsfrs Out | (881,324) | (898,950) | (916,929) | (935,268) | (953,973) |
| Est Fund Balance | $2,302,285 | $2,111,094 | $2,742,080 | $2,295,685 | $3,072,363 |
| SS-2 FY 22/23Sewer Replacment/Rehabilitation Project (Central Addition Phase I) | | | | (400,000) | (2,000,000) |
| SS-34 2016/17 Sewer Replacement/ Rehabilitation Program (Project 20) | (1,300,000) | | | | |
| SS-36 21/22 Sewer Replacement/Rehabilitation(11th Street Area) | | (500,000) | (1,600,000) | | |
| | | | | | |
| CIP Expenditures | (1,300,000) | (500,000) | (1,600,000) | (400,000) | (2,000,000) |
| 30% Reserve Required | (969,032) | (988,413) | (1,008,181) | (1,028,345) | (1,048,912) |
| **Est. Remaining Available Fund Balance** | **$ 33,253** | **$ 622,681** | **$ 133,899** | **$ 867,340** | **$ 23,451** |

**Sewer Facility Reserve Fund (SFR) Collection System Capacity Buy In**
The Sewer Facility Reserve is funded by a one time charge per residential unit paid by developers. The amount of the fee varies according to the location of the development, and is calculated according to a formula described in the fee schedule approved by the City Council (Resolution No. 05-10291 and as amended by 05-10372). The average fee for a new residential unit is $3,216. This fund is used for

expansion and upgrade of the sewer system to account for increased usage with new development.

### Current and Projected Sewer Facility Reserve Funding Availability: Fund 522

**SFR - Collection System Capacity Buy-In** Fund 522

| Description | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1, 2019 | 510,893 | 703,292 | 717,358 | 731,705 | 746,339 |
| Budgeted Revenues | 192,399 | 14,066 | 14,347 | 14,634 | 14,927 |
| Budgeted Expenses | | | | | |
| Est. Fund Balance | 703,292 | 717,358 | 731,705 | 746,339 | 761,266 |
| SS-2 FY 22/23Sewer Replacment/Rehabilitation Project (Central Addition Phase I) | | | | | (500,000) |
| | | | | | |
| CIP Expenditures | | | | | (500,000) |
| **Est Remaining Available Fund Balance** | **$ 703,292** | **$ 717,358** | **$ 731,705** | **$ 746,339** | **$ 261,266** |

### Sewer Facility Reserve Fund (SFR) Highway 4 Trunk Line

This fund is used for expansion and upgrade of the sewer system to account for increased usage with new development.

### Current and Projected Funding Availability: Fund 523

**Sewer Facility Reserve Highway 4 Trunk Line** Fund 523

| Description | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1, 2019 | 20,536 | 20,826 | 21,243 | 21,667 | 22,101 |
| Budgeted Revenues | 290 | 417 | 425 | 433 | 442 |
| Budgeted Expenses | - | | | | |
| **Est Remaining Available Fund Balance** | **$ 20,826** | **$ 21,243** | **$ 21,667** | **$ 22,101** | **$ 22,543** |

### Waterfront Operations (WO)

On January 1, 2012, California's SB 551 took effect, granting certain tidelands and submerged land to the City of Pittsburg. These lands were previously managed by the State Lands Commission, which leased certain portions for waterfront commercial and industrial development. The leases will convert to agreements with the City, generating revenue on an annual basis to be used to facilitate development of the waterfront for commercial, industrial and recreational use. Per Ordinance 12-1363 a minimum of 30% of annual operating costs shall be maintained in reserve.

## Current and Projected Waterfront Operations Funding Availability: Fund 540

**Waterfront Operations** Fund 540

| Description | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1, 2019 | 568,954 | 1,095,847 | 1,633,278 | 2,181,457 | 2,331,290 |
| Budgeted Revenues | 1,850,912 | 1,887,930 | 1,925,689 | 1,964,203 | 2,003,487 |
| Operating Budgeted Expenses | (1,285,676) | (1,311,390) | (1,337,617) | (1,364,370) | (1,391,657) |
| Capital/Tsfrs-Out | (38,343) | (39,110) | (39,892) | (40,690) | (41,504) |
| Est Fund Balance | $1,095,847 | $1,633,278 | $2,181,457 | $2,740,600 | $2,901,615 |
| 30% Reserve Required | (385,703) | (393,417) | (401,285) | (409,311) | (417,497) |
| **Est Remaining Available Fund Balance** | **$ 710,144** | **$ 1,239,861** | **$ 1,780,172** | **$ 2,331,290** | **$ 2,484,118** |

### Marina Enterprise Fund (ME)

The Marina Enterprise Fund is composed of funds collected at the marinas in Pittsburg from boat slip rentals and gasoline sales. These funds are used to maintain and improve the various marina facilities. Per Ordinance 12-1363 a minimum of 30% of annual operating costs shall be maintained in reserve.

## Current and Projected Marina Enterprise Fund Funding Availability: Fund 550

**Marina Enterprise Fund** Fund 550

| Description | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1, 2019 | 841,496 | $797,464 | $772,951 | 747,948 | $722,446 |
| Budgeted Revenues | 2,144,852 | 2,187,749 | 2,231,504 | 2,276,134 | 2,321,657 |
| Operating Budgeted Expenses | (2,131,890) | (2,174,528) | (2,218,018) | (2,262,379) | (2,307,626) |
| Capital/Trsfrs-Out | (36,994) | (37,734) | (38,489) | (39,258) | (40,043) |
| Est Fund Balance | $817,464 | $772,951 | $747,948 | $722,446 | $696,433 |
| M-11 Marina Infrastructure Repair & Replacement | ($20,000) | | | | |
| | | | | | |
| CIP Expenditures | ($20,000) | $0 | $0 | $0 | $0 |
| 30% Reserve Required | (639,567) | (652,358) | (665,406) | (678,714) | (692,288) |
| **Est Remaining Available Fund Balance** | **$ 157,897** | **$ 120,593** | **$ 82,543** | **$ 43,732** | **$ 4,145** |

## Island Energy (IE)

The U.S. Navy awarded Pittsburg Power a franchise service agreement to provide electric and natural gas retail services on Mare Island in Vallejo. In a special arrangement, Pittsburg Power Company established and does business as "Island Energy" on Mare Island. Island Energy has been providing Mare Island customers reliable electric and gas services at competitive pricing since 1997. Island Energy is a potential revenue source for Capital Improvement Projects.

### Current and Projected Island Energy Funding Availability: Fund 580

**Island Energy** Fund 580

| Description | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1, 2019 | 2,995,148 | 2,336,975 | 2,306,039 | 2,582,483 | 2,866,457 |
| Budgeted Revenues | 6,265,000 | 6,390,300 | 6,518,106 | 6,648,468 | 6,781,437 |
| Operating Budgeted Expenses | (5,709,381) | (5,823,569) | (5,940,040) | (6,058,841) | (6,180,018) |
| Capital Equip & Tsfrs | -$193,792 | -$197,668 | -$201,621 | -$205,654 | -$209,767 |
| Est Fund Balance | $ 3,356,975 | $ 2,706,039 | $ 2,682,483 | $ 2,966,457 | $ 3,258,110 |
| PP-2 Duct Bank/Vault Replacements | (50,000) | (100,000) | | | |
| PP-4 Repurpose Station E | (350,000) | | | | |
| PP-5 Waterfront Area Reliability Project | (500,000) | (200,000) | | | |
| PP-8 Outage Recovery Project | (120,000) | (100,000) | (100,000) | (100,000) | (100,000) |
| CIP Expenditures | (1,020,000) | (400,000) | (100,000) | (100,000) | (100,000) |
| 30% Reserve Required | (1,712,814) | (1,747,071) | (1,782,012) | (1,817,652) | (1,854,005) |
| **Est Remaining Available Fund Balance** | **$ 624,161** | **$ 558,968** | **$ 800,471** | **$ 1,048,805** | **$ 1,304,105** |

## Pittsburg Power (PPC)

### Current and Projected Pittsburg Power Funding Availability: Fund 590

**Pittsburg Power** Fund 590

| Description | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) |
|---|---|---|---|---|---|
| Est Available Fund Balance at July 1, 2019 | 2,128,476 | 2,523,951 | 2,920,034 | 3,316,517 | 3,188,040 |
| Budgeted Revenues | 2,775,185 | 2,830,689 | 2,887,302 | 2,945,049 | 3,003,949 |
| Operating Budgeted Expenses | (1,649,513) | (1,682,503) | (1,716,153) | (1,750,476) | (1,785,486) |
| Capital Exp/tsfrs-out | (730,197) | (752,103) | (774,666) | (797,906) | (813,864) |
| Est Fund Balance | $ 2,523,951 | $ 2,920,034 | $ 3,316,517 | $ 3,713,183 | $ 3,592,639 |
| 30% Reserve Required | (494,854) | (504,751) | (514,846) | (525,143) | (535,646) |
| **Est Remaining Available Fund Balance** | **$2,029,097** | **$2,415,283** | **$ 2,801,671** | **$3,188,040** | **$3,056,994** |

**Other Potential Funding Sources**
Developer Funding (direct developer contributions)
Various Grants
National Pollution Discharge Elimination System (NPDES)
PG&E Rule 20A & 20B (credits)

## SOURCE FUND BALANCE SUMMARY

The following table summarizes the current and projected major source annual remaining fund balances for the 5-year CIP. Amounts shown are remaining balances by fund after project funds are encumbered for scheduled CIP projects for each fiscal year.

## Summary of Projected Funding Source Remaining Funds:

| Available Funding Summary | | | | | |
|---|---|---|---|---|---|
| Fund | FY 2019-20 | FY 2020-21 | FY 2021-22 | FY 2022-23 | FY 2023-24 |
| Gas Tax HUTA-203 | $11,274 | $42,081 | $31,505 | $29,716 | $36,892 |
| Measure J-204 | $12,405 | $5,670 | $2,401 | $2,666 | $6,537 |
| RMRA Gas Tax-228 | $20,797 | $160,667 | $360,235 | $359,994 | $561,448 |
| Kirker Creek-302 | $356,066 | $340,399 | $324,418 | $308,118 | $291,492 |
| Local Traffic Mitigation-303 | $2,824,132 | $2,793,755 | $2,761,032 | $2,725,884 | $2,690,032 |
| Park Dedication-304 | $316,036 | $641,663 | $1,160,276 | $1,845,727 | $3,031,348 |
| PRTMF-307 | $18,197 | $26,357 | $34,680 | $43,170 | $51,829 |
| Infrastructure Fund-310 | $20,268 | $25,368 | $30,570 | $35,876 | $41,288 |
| Water Bond Proceeds-500 | $396,500 | $425,060 | $454,191 | $483,905 | $514,213 |
| Water Operation Fund-501 | $3,366,777 | $2,429,875 | $3,123,734 | $748,971 | $6,213 |
| WTP Expansion-502 | $638,872 | $151,649 | $154,682 | $157,776 | $160,932 |
| Water Distribution-503 | $34,097 | $34,779 | $35,475 | $36,184 | $36,908 |
| Zone I/II Reservoir-504 | $994,905 | $1,014,803 | $1,035,099 | $1,055,801 | $1,076,917 |
| 20" Transmission SE Hills-505 | $268,641 | $274,014 | $279,494 | $285,084 | $290,786 |
| SW Hills Water-506 | $123,220 | $123,220 | $123,220 | $123,220 | $123,220 |
| SW Hills Phase III Pipe-507 | $614,876 | $627,174 | $639,717 | $652,511 | $665,562 |
| SW Hills Phase III Pump | $0 | $0 | $0 | $0 | $0 |
| WTP Sludge Handling | $359,678 | $366,872 | $374,209 | $381,693 | $389,327 |
| Zone 1 Reservoir | $888,597 | $906,369 | $924,496 | $942,986 | $961,846 |
| Zone 2 Reservoir | $115,485 | $117,795 | $120,151 | $122,554 | $125,005 |
| Sewer Operation Fund | $33,253 | $622,681 | $133,899 | $867,340 | $23,451 |

| Fund | FY 2019-20 | FY 2020-21 | FY 2021-22 | FY 2022-23 | FY 2023-24 |
|---|---|---|---|---|---|
| Sewer Facility Reserve Hwy 4 Trunk | $20,826 | $21,243 | $21,667 | $22,101 | $22,543 |
| Waterfront Operations | $710,144 | $1,239,861 | $1,780,172 | $2,331,290 | $2,484,118 |
| Marina | $157,897 | $120,593 | $82,543 | $43,732 | $4,145 |
| Island Energy | $624,161 | $558,968 | $800,471 | $1,048,805 | $1,304,105 |
| Pittsburg Power | $2,029,097 | $2,415,283 | $2,801,671 | $3,188,040 | $3,056,994 |
| Ending Available Fund Balance | $15,659,492 | $16,203,554 | $18,321,714 | $18,589,482 | $18,218,414 |

# CIP PROJCT SCHEDULE

ENGINEERING
DIVISION
CIP Section

# STREET PROJECTS
## Project Summary

5 year CIP 2019-20 / 2023-2024

| Item No. | Project Name | Estimated Project Cost ($) | Funding/Source ($) Funding Available (N) = New allocation (F) = Future | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| ST-1 | Range Road Overcrossing | 25,000,000 | | | | | | | | 0 |
| ST-2 | BART Pedestrian/Bicycle Connectivity | 4,578,000 | 4,528,000 OBAG-2 58,000 TDA, 600,000 PBTF, 50,000 Local Match | 4,578,000 | | | | | | 4,578,000 |
| ST-4 | Delta DeAnza Trail Roadway Crossing Improvement | 150,000 | $120,000 TDA (N) | | 120,000 | | | | | 120,000 |
| ST-5 | Streetscapes/Median Landscaping | 520,000 | | | | | | | | 0 |
| ST-6 | Bailey Road Interim Repairs | 615,000 | | | | | | | | 0 |
| ST-7 | Range Road Sidewalk Widening | 120,000 | 55,000 HUTA 65,000 TDA | 120,000 | | | | | | 120,000 |
| ST-9 | Intersection Geometric Improvements (San Marco Boulevard/ W. Leland Road) Geometric Improvements | 125,000 | | | | | | | | 0 |
| ST-10 | El Pueblo Area Reconstruction/ADA Improvements Phase II | 300,000 | | | | | | | | 0 |
| ST-11 | 2018/19 Citywide Pavement Management | 400,000 | 400,000 HUTA | 400,000 | | | | | | 400,000 |
| ST-12 | San Marco Blvd Widening | 125,000 | | | | | | | | 0 |
| ST-14 | 2019/20 CDBG Project | 331,200 | 331,200 CDBG | | 331,200 | | | | | 331,200 |
| ST-15 | East Third Street Streetscape Improvements | 1,500,000 | | | | | | | | 0 |



11/4/2019

ENGINEERING
DIVISION
CIP Section

# STREET PROJECTS
## Project Summary

5 year CIP 2019-20 / 2023-2024

| Item No. | Project Name | Estimated Project Cost ($) | Funding/Source ($) Funding Available (N) = New allocation (F) = Future | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| ST-18 | 2018/19 Citywide Traffic Calming | 100,000 | 100,000 MJ | 100,000 | | | | | | 100,000 |
| ST-21 | Railroad Ave./Leland Rd. Geometric Improvements | 525,000 | | | | | | | | 0 |
| ST-22 | Bailey Rd. Route 4 Ramp Turn Lane Modifications | 105,000 | | | | | | | | 0 |
| ST-23 | Left Turn Lane Bailey Rd/Willow Ave | 200,000 | | | | | | | | 0 |
| ST-24 | SB1-2020/21 Pavement Management | 700,000 | 700,000 RMRA (F) | | | 1,010,888 | | | | 1,010,888 |
| ST-25 | Rebuild Range Road/Willow Pass Road Interchange | 4,200,000 | | | | | | | | 0 |
| ST-26 | 2019/20 Citywide Traffic Calming | 50,000 | 50,000 HUTA (N) | | 50,000 | | | | | 50,000 |
| ST-27 | Bailey Road Operational Safety Improvements | 300,000 | | | | | | | | 0 |
| ST-28 | West Leland Street Lighting Project (Railroad Avenue to Crestview Drive & Crestview @ Trail) | 760,000 | 458,000 HUTA 277,000 CCIF 25,000 PDF (N) | 735,000 | 25,000 | | | | | 760,000 |
| ST-29 | Westbound Hwy 4 Offramp at Railroad Avenue | 12,100,000 | | | | | | | | 0 |
| ST-30 | E. Leland Rd./Los Medanos College (eastern entrance) | 420,000 | | | | | | | | 0 |
| ST-31 | Century Boulevard Class III Bicycle Facility | 60,000 | | | | | | | | 0 |
| ST-32 | Century Boulevard Class II Bicycle Lanes | 75,000 | | | | | | | | 0 |
| ST-33 | SB1-2021/22 Pavement Management | 925,000 | 925,000 RMRA (F) | | | | 1,034,805 | | | 1,034,805 |

ENGINEERING
DIVISION
CIP Section

# STREET PROJECTS
## Project Summary

5 year CIP 2019-20 / 2023-2024

| Item No. | Project Name | Estimated Project Cost ($) | Funding/Source ($) Funding Available (N) = New allocation (F) = Future | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| ST-34 | West Leland Road Safety Improvements | 150,000 | | | | | | | | 0 |
| ST-35 | 2020/21 Traffic Calming Project | 50,000 | 50,000 MJ (F) | | | 50,000 | | | | 50,000 |
| ST-36 | James Donlon Boulevard Extension (Design/Construction) | 95,610,000 | 1,880,000 LTMF<br>14,220,000 Developer Obligated LTMF<br>63,404,800 RTMF<br>14,495,200 TBD | 6,200,000 | | | | | | 6,200,000 |
| ST-38 | West Leland Road Pavement Markers/Markings and Speed Signage Improvements | 376,800 | 376,800 HSIP | 376,800 | | | | | | 376,800 |
| ST-41 | Annual Citywide Fence/ Soundwall/ Streetlight Replacement/ Installation | 600,000 | 100,000 MJ (N)<br>500,000 MJ (F) | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 500,000 |
| ST-42 | West Leland High Friction Surface Treatment | 718,000 | 110,000 MJ (N)<br>547,920 HSIP<br>60,880 HUTA | 608,800 | 110,000 | | | | | 718,800 |
| ST-43 | West Leland Road Pavement Delineation, Warning Signage, High Visibility Crosswalk Improvements and Traffic Signal Modification at Range Road | 265,900 | 265,900 HSIP | 265,900 | | | | | | 265,900 |
| ST-44 | Citywide Sidewalk Replacement | 85,000 | | | | | | | | 0 |
| ST-45 | 2021/22 Traffic Calming | 50,000 | 50,000 MJ (F) | | | | 50,000 | | | 50,000 |

ENGINEERING
DIVISION
CIP Section

# STREET PROJECTS
## Project Summary

5 year CIP 2019-20 / 2023-2024

| Item No. | Project Name | Estimated Project Cost ($) | Funding/Source ($) Funding Available (N) = New allocation (F) = Future | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| ST-47 | 2020/21 Street Maintenance Project (PW) | 400,000 | $350,000 HUTA(F) 50,000 RMRA (F) | | | 400,000 | | | | 400,000 |
| ST-48 | 2021/22 Street Maintenance Project | 400,000 | $400,000 HUTA(F) | | | | 400,000 | | | 400,000 |
| ST-49 | Marina Blvd. Improvements (Marina Master Plan Phase III) | 1,550,000 | | | | | | | | 0 |
| ST-50 | Railroad Avenue Northbound Right-Turn Lane at Highway 4 | 300,000 | | | | | | | | 0 |
| ST-51 | Stoneman Avenue Pedestrian Safety Improvements | 880,000 | 880,000 HSIP8 | 880,000 | | | | | | 880,000 |
| ST-52 | Annual Citywide Striping & Signage | 300,000 | 50,000 HUTA 50,000 HUTA (N) 200,000 HUTA (F) | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 300,000 |
| ST-55 | W. Leland Road Extension Phase II (San Marco to Avila)(3011) | 10,000,000 | 50,000 LTMF | 50,000 | | | | | | 50,000 |
| ST-56 | San Marco Boulevard | 14,038,000 | 100,000 LTMF | 100,000 | | | | | | 100,000 |
| ST-57 | Pittsburg-Antioch Highway Widening | 11,070,000 | | | | | | | | 0 |
| ST-58 | Pittsburg-Antioch Highway Two-Way Left Turn Lanes | 300,000 | | | | | | | | 0 |
| ST-59 | SB1-2022/23 Pavement Management | 950,000 | 950,000 RMRA (F) | | | | | 950,000 | | 950,000 |
| ST-60 | 2022/23 Pavement Management | 400,000 | 400,000HUTA (F) | | | | | 400,000 | | 400,000 |
| ST-62 | California Avenue Widening Phase III (Harbor to | 10,035,000 | | | | | | | | 0 |

ENGINEERING
DIVISION
CIP Section

# STREET PROJECTS
## Project Summary

5 year CIP 2019-20 / 2023-2024

| Item No. | Project Name | Estimated Project Cost ($) | Funding/Source ($) Funding Available (N) = New allocation (F) = Future | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| ST-63 | Marina Blvd. / Black Diamond St./ East Fifth St. Intersection Improvements | 95,000 | | | | | | | | 0 |
| ST-64 | Linscheid Drive Traffic Calming Project | 100,000 | | | | | | | | 0 |
| ST-67 | School Area Pedestrian Countdown Signal | 100,000 | | | | | | | | 0 |
| ST-69 | Presidio Lane Pedestrian Safety Improvements | 25,000 | | | | | | | | 0 |
| ST-72 | Willow Pass Road Class III Bicycle Facility | 200,000 | | | | | | | | 0 |
| ST-73 | Patch Paving, Sealing & Striping | 500,000 | 500,000 GF | | 500,000 | | | | | 500,000 |
| ST-95 | Intersection Geometric Improvements (Bailey Road & West Leland Road) | 3,000,000 | | | | | | | | 0 |
| ST-96 | Citywide Arterial Median Conversion | 145,000 | 25,000 Measure J (N) 120,000 Measure J (F) | | 25,000 | 30,000 | 30,000 | 30,000 | 30,000 | 145,000 |
| ST-98 | 2019/20 Street Maintenance | 322,427 | 172,427 RMRA (N) 150,000 HUTA(N) | | 322,427 | | | | | 322,427 |
| ST-99 | SB-1 FY 19/20 Pavement Management | 895,000 | 895,000 RMRA (N) | | 895,000 | | | | | 895,000 |
| ST-100 | 2020/21 STP/OBAG II Pavement Improvement Project | 2,690,000 | $180,000 RMRA (F) $2,410,000 OBAG2/STP (F) | | | 2,590,000 | | | | 2,590,000 |
| ST-101 | 2022/23 Citywide Traffic Calming | 50,000 | $50,000 MJ (F) | | | | | 50,000 | | 50,000 |
| ST-102 | 2023/24 Citywide Traffic Calming | 50,000 | 50,000 MJ (F) | | | | | | 50,000 | 50,000 |
| ST-103 | SB-1 FY 23/24 Pavement Management | 974,000 | 974,000 RMRA (F) | | | | | | 974,000 | 974,000 |

# STREET PROJECTS
## Project Summary



| Item No. | Project Name | Estimated Project Cost ($) | Funding/Source ($) Funding Available (N) = New allocation (F) = Future | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| ST-104 | 2023/24 Street Maintenance Project | 400,000 | 400,000 HUTA (F) | | | | | | 400,000 | 400,000 |
| **TOTALS** | | **212,359,327** | | **14,564,500** | **2,528,627** | **4,230,888** | **1,664,805** | **1,580,000** | **1,604,000** | **26,172,820** |

ENGINEERING
DIVISION
CIP Section

# SIGNAL PROJECTS
## Project Summary

5 year CIP 2019-20 / 2023-2024

| Item No. | Project Name | Estimated Project Cost ($) | Funding ($) | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Available (N) = New allocation (F) = Future allocation | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| S-2 | Street Name Sign LED Conversion | 200,000 | | | | | | | | 0 |
| S-4 | Harbor Street/ Stoneman Avenue | 300,000 | | | | | | | | 0 |
| S-6 | Traffic Signal Modification Kirker Pass Rd/Pheasant Dr | 50,000 | | | | | | | | 0 |
| S-8 | 2019/20 Traffic Signal Modification Project | 135,000 | 135,000 RMRA(N) | | 135,000 | | | | | 135,000 |
| S-9 | Leland Rd. Signal Interconnect | 380,000 | | | | | | | | 0 |
| S-10 | Buchanan Rd. Signal Interconnect | 525,000 | | | | | | | | 0 |
| S-11 | 2022/23 Traffic Signal Modification Project | 135,000 | 135,000 RMRA(F) | | | | | 135,000 | | 135,000 |
| S-12 | Opticom and Transit Priority Control | 200,000 | | | | | | | | 0 |
| S-13 | Installation of Emergency Vehicle Preemption at 6 Intersections | 50,000 | | | | | | | | 0 |
| S-14 | Wireless Traffic Signal Communication | 305,000 | | | | | | | | 0 |
| S-15 | 2020/21 Traffic Signal Modification Project | 135,000 | 135,000 RMRA(F) | | | 135,000 | | | | 135,000 |
| S-16 | 2021/22 Traffic Signal Modification Project | 135,000 | 135,000 RMRA(F) | | | | 135,000 | | | 135,000 |



11/4/2019

ENGINEERING
DIVISION
CIP Section

# SIGNAL PROJECTS
## Project Summary

5 year CIP 2019-20 / 2023-2024

| Item No. | Project Name | Estimated Project Cost ($) | Funding ($) | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Available (N) = New allocation (F) = Future allocation | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| S-17 | 2023/24 Traffic Signal Modification Project | 135,000 | 135,000 RMRA(F) | | | | | | $135,000 | 135,000 |
| S-18 | HSIP 9 Citywide Traffic Signal Improvement Project | 1,110,000 | 1,065,600 HSIP 44,400 RMRA (N) | 1,065,600 | 44,400 | | | | | 1,110,000 |
| S-19 | Traffic Adaptive Cooridor Signal Project | 300,000 | | | | | | | | 0 |
| S-24 | Bailey Road Signal Interconnects | 210,000 | | | | | | | | 0 |
| S-25 | Loveridge Road Signal Interconnects | 150,000 | | | | | | | | 0 |
| S-26 | Railroad Avenue/3rd Street | 300,000 | | | | | | | | 0 |
| S-27 | Harbor Street/Central Avenue | 330,000 | | | | | | | | 0 |
| S-30 | Railroad Avenue/School Street | 300,000 | | | | | | | | 0 |
| **TOTALS** | | **5,385,000** | | **1,065,600** | **179,400** | **179,400** | **135,000** | **135,000** | **135,000** | **1,785,000** |

ENGINEERING
DIVISION
CIP Section

# WATER PROJECTS
## Project Summary

5 year CIP 2019-20 / 2023-2024

| Item No. | Project Name | Estimated Project Cost ($) | Funding ($) | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Identified Funding Available (N) = New allocation (F) = Future allocation | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| W-2 | Hillview Reservoir coating (exterior) | 350,000 | | | | | | | | 0 |
| W-4 | Riverview/Alturis 12" Canal Crossing | 150,000 | | | | | | | | 0 |
| W-5 | Zone I/II Boundary Adjustments (Harbor, Leland, Railroad) | 1,133,000 | | | | | | | | 0 |
| W-6 | WTP Capital Repairs and Improvements (5058) | 525,000 | 150,000 WOF<br>75,000 WOF (N)<br>300,000 WOF(F) | 150,000 | 75,000 | 75,000 | 75,000 | 75,000 | 75,000 | 525,000 |
| W-7 | 24" / 20" / 16" / 12" Main Buchanan Rd Phase 2 (Seg 1 & 6)(WTP to SE Hills) | 1,522,000 | | | | | | | | 0 |
| W-8 | 2020/21 Water Main Installation/ Replacement Program (Pittsburg Heights) | 3,000,000 | | | 400,000 | 1,000,000 | | | | 1,400,000 |
| W-10 | Highlands Ranch Reservoir Recoating | 200,000 | | | | | | | | 0 |
| W-11 | Automatic Water Meter Reading System (5030) | 4,006,793 | 2,506,793 WOF<br>300,000(N) WOF<br>1,200,000(F) WOF | 2,506,793 | 300,000 | 300,000 | 300,000 | 300,000 | 300,000 | 4,006,793 |
| W-15 | 12" Main Stoneman Ave (Harbor to Loveridge) | 800,000 | | | | | | | | 0 |
| W-17 | 2016/17 WTP Sludge Removal (5055) | 250,000 | 250,000 WOF | 250,000 | | | | | | 250,000 |
| W-21 | Convert Backyard Services in Central Addition to Street | 9,400,000 | | | | | | | | 0 |

# WATER PROJECTS
## Project Summary



| Item No. | Project Name | Estimated Project Cost ($) | Funding ($) | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Identified Funding Available (N) = New allocation (F) = Future allocation | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| W-24 | Pittsburg-Antioch Highway Waterline Improvements (eastern loop) | 1,200,000 | | | | | | | | 0 |
| W-28 | Highlands Ranch Zone 2 (1.4 MG) Reservoir (T-9) | 5,250,000 | City 44% Dev 56% | | | | | | | 0 |
| W-29 | WTP Filter Backwash Management - 1.5 MGD Package Treatment Unit (Phase I) | 1,500,000 | | | | | | | | 0 |
| W-30 | WTP Filter Backwash Management - 1.5 MGD Package Treatment Unit (Phase II) | 750,000 | | | | | | | | 0 |
| W-31 | WTP 0.5 MG Filter Backwash Basin | 3,000,000 | | | | | | | | 0 |
| W-33 | WTP Mechanical Sludge Dewatering | 2,000,000 | | | | | | | | 0 |
| W-34 | WTP Disinfection Modification and Conversion | 1,900,000 | 400,000 WFR(N) 1,000,000 WOR(F) 500,000 WFR(F) | | 400,000 | 1,500,000 | | | | 1,900,000 |

ENGINEERING
DIVISION
CIP Section

# WATER PROJECTS
## Project Summary

5 year CIP 2019-20 / 2023-2024

| Item No. | Project Name | Estimated Project Cost ($) | Funding ($) | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Identified Funding Available (N) = New allocation (F) = Future allocation | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| W-39 | Annual Filter Media Replacement | 600,000 | 100,000 WOF<br>100,000 WOF(N)<br>400,000 WOF(F) | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 | 600,000 |
| W-40 | 2022/23 Water Main Installation/ Replacement Program | 3,400,000 | 400,000 WOF (F)<br>3,000,000 (F) | | | | 400,000 | 3,000,000 | | 3,400,000 |
| W-50 | 1.3 MG Zone I water tank (T-10) | 5.300,000 | Dev | | | | | | | 0 |
| W-61 | 20" Main W. Leland (WTP to SW Hills) Phase I (SEG 3W, 6W)(5071) | 3,000,000 | 1,796,000 WFR<br>1,204,000 2005 Wbond | 3,000,000 | | | | | | 3,000,000 |
| W-63 | 20" Main W. Leland (WTP to SW Hills) Phase 2 (SEG 1W, 2W) | 2,700,000 | | | | | | | | 0 |
| W-101 | WTP Capital Repairs/ Filter Rehabilitation (5050) | 1,267,146 | 1,267,146 WOF | 1,267,146 | | | | | | 1,267,146 |
| W-102 | 2023/24 Water Main Installation Replacement Program | 2,400,000 | 2,400,000 WOF (F) | | | | | 500,000 | 1,900,000 | 2,400,000 |
| W-106 | 2016/17 Water Main Installation/ Replacement Program (5054) See SS-34 (Cornwall Neighborhood) | 6,317,500 | (70,672) WFR (503)<br>(940,000) Wbond | -1,010,672 | | | | | | (1,010,672) |
| W-107 | Bodega Court Water System Loop Project | 300,000 | $300,000 WOF (N) | | 300,000 | | | | | 300,000 |
| **TOTALS** | | **56,921,439** | | **6,263,267** | **1,575,000** | **2,975,000** | **875,000** | **3,975,000** | **2,375,000** | **18,038,267** |



11/4/2019

ENGINEERING
DIVISION
CIP Section

# SEWER PROJECTS
## Project Summary

5 year CIP 2019-20 / 2023-2024

| Item No. | Project Name | Estimated Project Cost ($) | Funding ($) | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Identified Funding Available (N) = New allocation (F) = Future allocation | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| SS-1 | Citywide Sewer Inspection Project (5119) | 112,410 | 112,410 SOF | 112,410 | | | | | | 112,410 |
| SS-2 | 2022/23 Sewer Replacement/ Rehabilitation Program (Cental Addition Phase I) | 2,900,000 | 2,400,000 SOF(F)<br>500,000 SFR (F) | | | | | 400,000 | 2,500,000 | 2,900,000 |
| SS-4 | Sewer Master Plan Update | 175,000 | 175,000 SOF | 175,000 | | | | | | 175,000 |
| SS-20 | P/A Highway Sewer Line Improvements | 605,000 | | | | | | | | 0 |
| SS-23 | Highway 4 Trunk Line Relief (Segment A) (2007-09)(5201) | 3,404,000 | 200,000 SFR | 200,000 | | | | | | 200,000 |
| SS-24 | Bart Specific Plan Sewer Main | 284,000 | | | | | | | | 0 |
| SS-29 | Highway 4 Trunk Line Relief (Segment B) | 1,554,000 | | | | | | | | 0 |
| SS-30 | 2014/15 Sewer/Water Replacement/ Rehabilitation Program (5204) | 10,000,000 | 8,300,000 SOF<br>950,000 WOF<br>750,000 WFR | 10,000,000 | | | | | | 10,000,000 |



11/4/2019

ENGINEERING
DIVISION
CIP Section

# SEWER PROJECTS
## Project Summary

5 year CIP 2019-20 / 2023-2024

| Item No. | Project Name | Estimated Project Cost ($) | Funding ($) | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Identified Funding Available (N) = New allocation (F) = Future allocation | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| SS-31 | Oak Hills Center Sewer Main | 650,000 | | | | | | | | 0 |
| SS-34 | 2016/17 Sewer Replacement/ Rehabilitation Program (5205) | 12,927,500 | 1,300,000 SOF (N)<br>4,850,000 SOF<br>460,000 SFR<br>5,300,000 WOF<br>940,000 Wbond<br>77,500 WFR 503 | 11,627,500 | 1,300,000 | | | | | 12,927,500 |
| SS-36 | 2020/21 Sewer Replacement/ Rehabilitation Program (11th Street Area) | 2,100,000 | 2,100,000 SOF (F) | | | 500,000 | 1,600,000 | | | 2,100,000 |
| **TOTALS** | | **34,711,910** | | **22,114,910** | **1,300,000** | **500,000** | **1,600,000** | **400,000** | **2,500,000** | **28,414,910** |

ENGINEERING
DIVISION
CIP Section

# STORM DRAINAGE PROJECTS
## Project Summary

5 year CIP 2019-20 / 2023-2024

| Item No. | Project Name | Estimated Project Cost ($) | Funding ($) | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Funding Available (N) = New allocation (F) = Future | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| SD-1 | Sugartree Channel Project (Contra Costa Canal to EBMUD) | 675,000 | | | | | | | | 0 |
| SD-2 | Buchanan Park Parking Lot Retrofit | 975,000 | | | | | | | | 0 |
| SD-3 | Full Trash Capture Device (Calfiornia Avenue and Loveridge Road | 250,000 | | | | | | | | 0 |
| SD-4 | Full Trash Capture Devices (Citywide) | 50,000 | | | | | | | | 0 |
| SD-5 | W. 8th Street Storm Drain Pump Station | 180,000 | | | | | | | | 0 |
| SD-6 | Praxair Storm Water Diversion for Kirker Creek East of Loveridge Road | 1,250,000 | | | | | | | | 0 |
| SD-7 | W. Leland Road Storm Drainage Improvements (Crestview Dr. to Burton Ave.) | 680,000 | | | | | | | | 0 |
| SD-8 | Storm Drain Repairs on Buchanan Road/ West Leland Road | 275,000 | | | | | | | | 0 |
| SD-9 | Americana Park/North Parkside Storm Drainage Project (2009-01)(8336) | 700,000 | 120,000 CCIF<br>580,000 IRRF | 700,000 | | | | | | 700,000 |
| SD-10 | Kirker Creek Improvement (Loveridge Rd to Dow Channel) | 1,210,000 | | | | | | | | 0 |
| SD-11 | Storm Drain Master Plan Update | 400,000 | | | | | | | | 0 |
| SD-12 | Kirker Creek Watershed Hwy 4 to Garcia | 1,725,000 | | | | | | | | 0 |
| SD-13 | Kirker Creek Watershed Leland Rd to Contra Costa Canal | 395,000 | | | | | | | | 0 |
| SD-14 | Kirker Creek Watershed Contra Costa Canal to Buchanan Road | 350,000 | | | | | | | | 0 |



11/4/2019

ENGINEERING
DIVISION
CIP Section

# STORM DRAINAGE PROJECTS
## Project Summary

5 year CIP 2019-20 / 2023-2024

| Item No. | Project Name | Estimated Project Cost ($) | Funding ($) | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Funding Available (N) = New allocation (F) = Future | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| SD-15 | Kirker Creek Watershed Buchanan Road to Kingswood | 2,060,000 | | | | | | | | 0 |
| SD-16 | Kirker Creek Watershed Ventura Area | 140,000 | | | | | | | | 0 |
| SD-17 | Kirker Creek Watershed Stoneman Ave/Contra Costa Canal | 1,005,000 | | | | | | | | 0 |
| SD-18 | Kirker Creek Watershed LMC Area | 635,000 | | | | | | | | 0 |
| SD-19 | Lawlor Creek Watershed Hwy 4 to Leland | 430,000 | | | | | | | | 0 |
| SD-20 | Lawlor Creek Watershed Contra Costa Canal to Santa Maria Drive | 165,000 | | | | | | | | 0 |
| SD-21 | Lawlor Creek Watershed Leland Road to Oak Hills Circle | 460,000 | | | | | | | | 0 |
| SD-22 | Watershed 4 Willow Pass Road and Contra Costa Canal | 105,000 | | | | | | | | 0 |
| SD-23 | Watershed 4 Leland Road to Sugartree Drive | 195,000 | | | | | | | | 0 |
| SD-24 | Watershed 4 Rock Ridge Way to End of Jacqueline Drive | 670,000 | | | | | | | | 0 |
| SD-25 | Watershed 5 Hwy 4 to Paige Court | 55,000 | | | | | | | | 0 |
| SD-26 | Watershed 6 City Park Storm Drain | 600,000 | | | | | | | | 0 |
| SD-27 | Watershed 6 Hwy 4 to Andrea Way | 90,000 | | | | | | | | 0 |
| SD-28 | Watershed 6 Parkside Drive Storm Drain | 85,000 | | | | | | | | 0 |
| SD-29 | Watershed 6 Dover Way Storm Drain | 980,000 | | | | | | | | 0 |
| SD-30 | Watershed 6 Leland Road/Arlington Drive to Kingston Place/Crestview Drive | 1,250,000 | | | | | | | | 0 |
| SD-31 | Watershed 6 Contra Costa Canal/Crestview Drive to Ramona Drive/Linscheid Drive | 1,285,000 | | | | | | | | 0 |



11/4/2019

# STORM DRAINAGE PROJECTS
## Project Summary



| Item No. | Project Name | Estimated Project Cost ($) | Funding ($) | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Funding Available (N) = New allocation (F) = Future | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| SD-32 | Watershed 6 Harbor Street/River Outfall to Harbor Street/School Street | 1,225,000 | | | | | | | | 0 |
| SD-33 | Watershed 6 Stone Harbour Drive/Morro Drive to Brighton Drive | 440,000 | | | | | | | | 0 |
| SD-34 | Watershed 6 Cumberland Drive/3rd Street to Railroad Avenue/7th Street | 510,000 | | | | | | | | 0 |
| SD-35 | Watershed 6 Marina Boulevard and Bayside Drive | 150,000 | | | | | | | | 0 |
| SD-36 | Watershed 6 8th Street/Railroad Avenue to 8th Street Outfall/ Montezuma Slough | 1,000,000 | | | | | | | | 0 |
| SD-37 | Montezuma Pump Station Replacement Project | 425,000 | $125,000 SOF 300,000 KKDF (N) | 425,000 | | | | | | 425,000 |
| SD-39 | Railroad & Civic Avenue Bioretention | 520,000 | | | | | | | | 0 |
| SD-40 | Environmental Center Parking Area Improvements | 780,000 | | | | | | | | 0 |
| SD-41 | Frontage Road Green Path | 1,200,000 | | | | | | | | 0 |
| SD-42 | Marina Parking Lot Modifications | 650,000 | | | | | | | | 0 |
| SD-43 | City Parking Lot Retrofit at Pittsburg/Antioch Hwy | 780,000 | | | | | | | | 0 |
| SD-44 | Railroad Avenue Bulb-Out Retrofit | 1,000,000 | | | | | | | | 0 |
| SD-45 | Range Road Roadway Bioretention | 910,000 | | | | | | | | 0 |
| SD-46 | Riverview Park Green Infrastructure Project | 780,000 | | | | | | | | 0 |
| SD-47 | Americana Park Detention Basin and Drainage Retrofits | 800,000 | | | | | | | | 0 |
| SD-48 | Willow Pass Road Roadway Bioretention | 550,000 | | | | | | | | 0 |

# STORM DRAINAGE PROJECTS
## Project Summary



| Item No. | Project Name | Estimated Project Cost ($) | Funding ($) | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Funding Available (N) = New allocation (F) = Future | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| **TOTALS** | | **31,045,000** | | **1,125,000** | **0** | **0** | **0** | **0** | **0** | **1,125,000** |

ENGINEERING
DIVISION
CIP Section

# BUILDING PROJECTS
## Project Summary

5 year CIP 2019-20 / 2023-2024

| Item No. | Project Name | Estimated Project Cost ($) | Funding ($) | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Available (N) = New allocation (F) = Future allocation | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| B-2 | Corporation Yard Fueling System Replacement Project | 400,000 | $400,000 Building & Fleet Maintenance | | 400,000 | | | | | 400,000 |
| B-5 | Police Evidence & Intake Room Improvements | 350,000 | $100,000 Building Maintenance | | 150,000 | | | | | 150,000 |
| B-6 | Police Evidence Storage Building | TBD | | | | | | | | 0 |
| B-7 | Civic Center Repair | 120,000 | 40,000 GF (N) 80,000 GF | 80,000 | 40,000 | | | | | 120,000 |
| B-12 | Purchase Corp Yard Annex 359 E 12th St | 1,650,000 | | | | | | | | 0 |
| B-52 | Civic Center Parking Structure | 5,000,000 | | | | | | | | 0 |
| B-53 | Downtown Surface Parking Lot | 1,500,000 | | | | | | | | 0 |
| B-54 | Downtown Parking Structure | 5,000,000 | | | | | | | | 0 |
| B-55 | Civic Center/Senior Center EOC Upgrades | 100,000 | 20,000 GF (N) 60,000 GF | 60,000 | 20,000 | | | | | |
| B-56 | Police Department Women's Locker Room Expansion | TBD | $50,000 GF (N) | | 50,000 | | | | | 50,000 |
| **TOTALS** | | **14,120,000** | | **140,000** | **660,000** | **0** | **0** | **0** | **0** | **800,000** |



11/4/2019

ENGINEERING
DIVISION
CIP Section

# PARK PROJECTS
## Project Summary

5 year CIP 2019-20 / 2023-2024

| Item No. | Project Name | Estimated Project Cost ($) | Funding ($) | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Available (N) = New allocation (F) = Future allocation | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| PK-1 | Central Harbor Park Restrooms | 482,000 | | | | | | | | 0 |
| PK-2 | Old Growth Tree Care | 100,000 | | | | | | | | 0 |
| PK-3 | Small World Park Improvements | 20,000 | 20,000 (PDF) | 20,000 | | | | | | 20,000 |
| PK-4 | Annual Playground Replacement Project | 480,000 | 80,000 PDF<br>80,000 PDF(N)<br>320,000 PDF(F) | 80,000 | 80,000 | 80,000 | 80,000 | 80,000 | 80,000 | 480,000 |
| PK-5 | CASP Accessibility Improvements in Parks | 150,000 | | | | | | | | 0 |
| PK-6 | City Park Soccer Field Turf Replacement | 250,000 | 250,000 PDF | 250,000 | | | | | | 250,000 |
| PK-7 | De Anza Park Walkway Rehabilitation and Basketball Court | 500,000 | | | | | | | | 0 |
| PK-8 | Biennial Playfield Replacement | 500,000 | 250,000 PDF(N)<br>250,000 PDF(F) | | 250,000 | | 250,000 | | | 500,000 |
| PK-9 | Annual Park Features Replacement Project | 450,000 | 75,000 PDF<br>75,000 PDF(N)<br>300,000 PDF(F) | 75,000 | 75,000 | 75,000 | 75,000 | 75,000 | 75,000 | 450,000 |
| PK-10 | Biennual Restroom Replacement/Rehabilitation | 750,000 | 250,000 PDF<br>500,000 PDF(F) | 250,000 | | 250,000 | | 250,000 | | 750,000 |
| PK-11 | Buchanan Swim Center Improvements/Solar Heating | 300,000 | | | | | | | | 0 |
| PK-12 | All Abilities Playground | 2,000,000 | | | | | | | | 0 |
| PK-13 | Park and Landscaping Improvement Project | 200,000 | 200,000 PDF(N) | | 200,000 | | | | | 200,000 |
| PK-14 | Skate Park @ Stoneman North | 480,000 | | | | | | | | 0 |

# PARK PROJECTS
## Project Summary



| Item No. | Project Name | Estimated Project Cost ($) | Funding ($) | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Available (N) = New allocation (F) = Future allocation | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| PK-15 | Annual Citywide Park Sign Replacement Program | 250,000 | 50,000 PDF(N) 200,000 PDF(F) | | 50,000 | 50,000 | 50,000 | 50,000 | 50,000 | 250,000 |
| PK-26 | Buchanan Park Renovations | 8,500,000 | | | | | | | | 0 |
| PK-40 | Dredge Buchanan Park Pond | 200,000 | | | | | | | | 0 |
| PK-41 | Buchanan Park School Age Playground | 250,000 | | | | | | | | 0 |
| **TOTALS** | | **15,862,000** | | **675,000** | **655,000** | **455,000** | **455,000** | **455,000** | **205,000** | **2,900,000** |

ENGINEERING
DIVISION
CIP Section

# GENERAL PROJECTS
## Project Summary

5 year CIP 2019-20 / 2023-2024

| Item No. | Project Name | Estimated Project Cost ($) | Funding ($) | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Funding Available (N) = New allocation (F) = Future | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24($) | |
| G-2 | City Standard Details Update | 100,000 | 32,000 WOF(N) 11,000 SOF(N) 26,000 HUTA(N) 31,000 PDF(N) | 100,000 | | | | | | 100,000 |
| G-3 | Buchanan Road Reader Board Replacement Project | 25,000 | | | | | | | | 0 |
| G-7 | PG&E Street Light Facilities Acquisition | 1,050,000 | | | | | | | | 0 |
| G-9 | ADA Transition Plan Update | 50,000 | | | | | | | | 0 |
| G-12 | City Limit Entrance Features | 120,000 | | | | | | | | 0 |
| G-18 | West Leland Road Underground Utilities (Railroad Avenue to Crestview Drive) | 1,400,000 | 1,400,000 Rule 20 | 1,400,000 | | | | | | 1,400,000 |
| G-25 | East 8th Street Underground Utilities (Railroad Avenue to Harbor Street) | 840,000 | | | | | | | | 0 |
| **TOTALS** | | **3,585,000** | | **1,500,000** | **0** | **0** | **0** | **0** | **0** | **1,500,000** |

ENGINEERING
DIVISION
CIP Section

# PITTSBURG POWER PROJECTS
## Project Summary

5 year CIP 2019-20 / 2023-2024

| Item No. | Project Name | Estimated Project Cost ($) | Funding ($) | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Funding Available (N) = New allocation (F) = Future | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| PP-1 | 2017/2018 Cable Replacement | 250,000 | 250,000 IE | 250,000 | | | | | | 250,000 |
| PP-2 | Duct Bank/Vault Replacements | 550,000 | 400,000 IE<br>50,000 IE (N)<br>100,000 (F) | 400,000 | 50,000 | 100,000 | | | | 550,000 |
| PP-3 | Upgrade Station M (Bldg 577) | 180,000 | | | | | | | | 0 |
| PP-4 | Re Purpose Station E (Bldg 801) | 440,000 | 90,000 IE<br>350,000 IE (N) | 90,000 | 350,000 | | | | | 440,000 |
| PP-5 | Waterfront Area Reliability Project | 700,000 | 500,000 IE (N)<br>200,000 (F) | | 500,000 | 200,000 | | | | 700,000 |
| PP-6 | Re Purpose Station N (Bldg 777) | 225,000 | | | | | | | | 0 |
| PP-7 | Station H KWH Metering Equipment | 80,000 | 80,000 IE | 80,000 | | | | | | 80,000 |
| PP-8 | Outage Recovery Project | 520,000 | 120,000 IE (N)<br>400,000 IE (F) | | 120,000 | 100,000 | 100,000 | 100,000 | 100,000 | 520,000 |
| PP-9 | Scada System Install Project | 600,000 | | | | | | | | 0 |
| PP-10 | RA Replacement Project | 320,000 | | | | | | | | 0 |
| PP-11 | Nimitz Ductbank Relocation Project | 1,000,000 | | | | | | | | 0 |



11/4/2019

ENGINEERING
DIVISION
CIP Section

# PITTSBURG POWER PROJECTS
## Project Summary

5 year CIP 2019-20 / 2023-2024

| Item No. | Project Name | Estimated Project Cost ($) | Funding ($) | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Funding Available (N) = New allocation (F) = Future | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| PP-12 | Street Light Metering Project | 40,000 | | | | | | | | 0 |
| PP-13 | North Island Ductbank Relocation Project | 1,200,000 | | | | | | | | 0 |
| PP-25 | Gas Line Removal and Replacement | 150,000 | 150,000 IE | 150,000 | | | | | | 150,000 |
| **TOTALS** | | **6,255,000** | | **970,000** | **1,020,000** | **400,000** | **100,000** | **100,000** | **100,000** | **2,690,000** |



11/4/2019

ENGINEERING
DIVISION
CIP Section

# MARINA PROJECTS
## Project Summary

5 year CIP 2019-20 / 2023-2024

| Item No. | Project Name | Estimated Project Cost ($) | Funding ($) | CIP Funding Schedule | | | | | | Total Funding |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Funding Available (N) = New allocation (F) = Future | Current Project Funding ($) | FY 2019-20 ($) | FY 2020-21 ($) | FY 2021-22 ($) | FY 2022-23 ($) | FY 2023-24 ($) | |
| M-1 | Public Boat Launch Restroom Relacement Project | 564,000 | 564,000 (E) | 564,000 | | | | | | **564,000** |
| M-3 | 2017-2027 Marina Maintenance Dredging (Formerly Riverview Basin Dredding Project) (5400) | 10,500,000 | 65,000 WO<br>41,208 ME<br>70,000 WO<br>250,000 ME | 426,208 | | | | | | 426,208 |
| M-4 | Replace Covered Berths in Central Harbor (sheds 1,2, & 3) | 425,000 | | | | | | | | 0 |
| M-5 | Re-model Restrooms and Showers in Riverview Basin | 225,000 | | | | | | | | 0 |
| M-6 | Demolish and Replace Restrooms at the Launch Ramp | 225,000 | | | | | | | | 0 |
| M-7 | Restroom/Shower Facility for Central Harbor | 250,000 | | | | | | | | 0 |
| M-8 | Marina South Parking Lot Improvements | 50,000 | | | | | | | | 0 |
| M-9 | Launch Ramp Maintenance Dredging | 65,000 | | | | | | | | 0 |
| M-10 | Riverview Park Dock Repairs | 75,000 | | | | | | | | 0 |
| M-11 | Marina Infrastructure Repair & Replacement | 500,000 | 20,000 ME | | 20,000 | | | | | 20,000 |
| **TOTALS** | | **12,879,000** | | **990,208** | **20,000** | **0** | **0** | **0** | **0** | **1,010,208** |



11/4/2019

# CIP PROJCTS

# STREET PROJECTS

## PROJECT DESCRIPTIONS

The CIP includes a general list of projects scheduled during each of the five years of the program, followed by detailed project sheets arranged by project category, such as Streets, Traffic Signals, Water, Sewer, etc. These sheets include information for each project as follows:

**CIP Identification Number: (example: ST-5)**

| | |
|---|---|
| ST-# | Street Projects |
| S-# | Signal Projects |
| W-# | Water Projects |
| SS-# | Sewer Projects |
| SD-# | Storm Drainage Projects |
| PK-# | Park Projects |
| B-# | Building Projects |
| G-# | General Projects |
| PP-# | Pittsburg Power Projects |
| M-# | Marina Projects |

**Project Title:** This is the title of the proposed project.

**Project Number:** A CIP contract or project number will be assigned to the projects as funding is established.

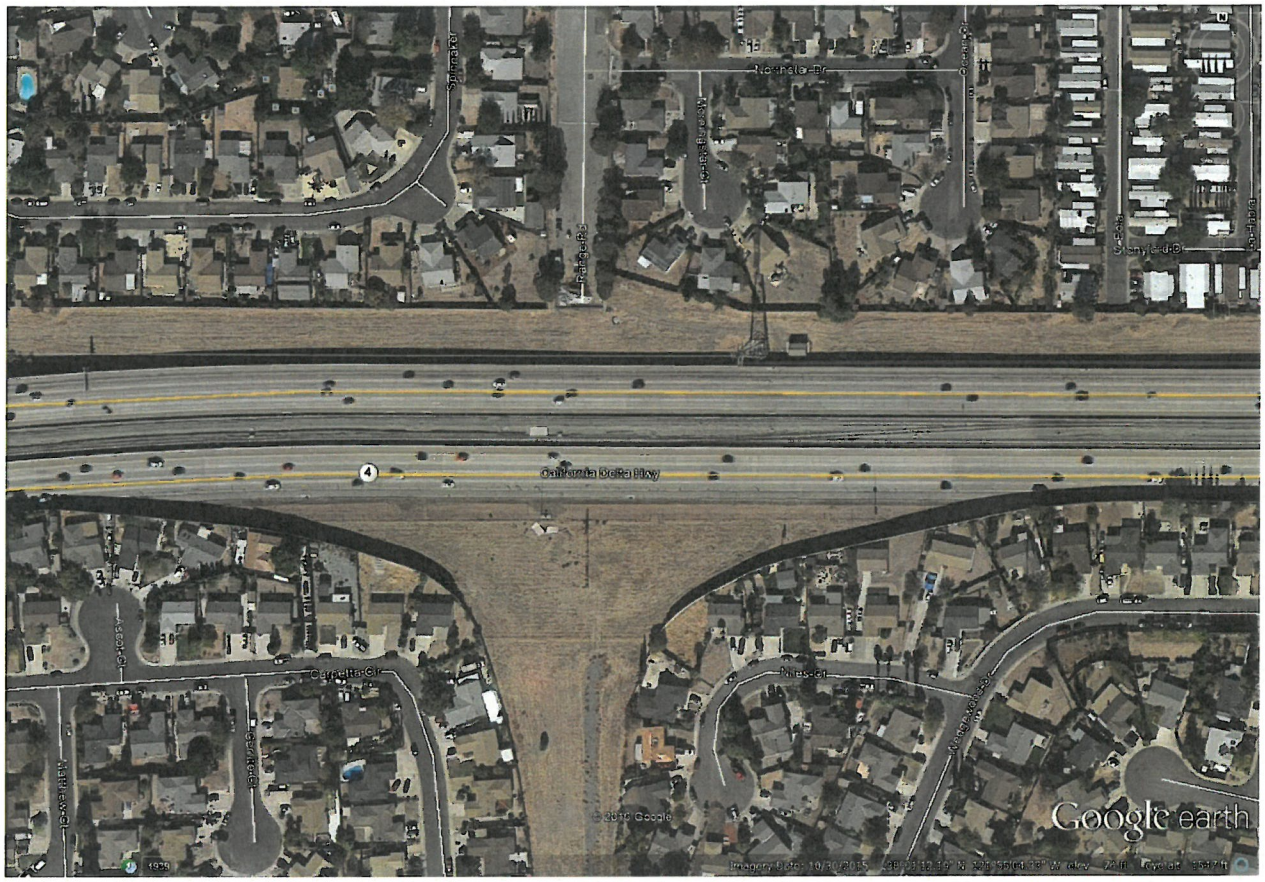
**Status:** This will indicate the project status if available.

**Estimated Project Cost:** Project cost estimates are used as place holders for project funding. Cost estimates shown here vary from conceptual project estimates to detailed design estimates. A more detailed cost estimate is prepared during the design phase of each project. Actual costs are unknown until bids are opened.

**Project Limits:** This is a written description of the project limits if available.

**Funding Sources:** This section identifies project funding sources that have been approved or will be approved with adoption of this CIP.

**Project Description:** This is a detailed description of the project.




## ST-1: RANGE ROAD OVERCROSSING

**Project No.**
TBD

**Status:**
Awaiting funding.

**Estimated Project Cost:**
$25,000,000

**Project Limits:**
State Route 4 at Range Road

**Funding Sources**

Eligible Funding Source: TMF
Identified Funding Source: None

**Project Description:**
This project includes planning, design and construction of an over-crossing on State Route 4 at Range Road. This project will significantly improve the level of service of the over-crossings at Railroad Avenue and Bailey Road. Project will accommodate bicycle facilities where appropriate.

# ST-2: BART PEDESTRIAN/BICYCLE CONNECTIVITY

**Project No.**
2019

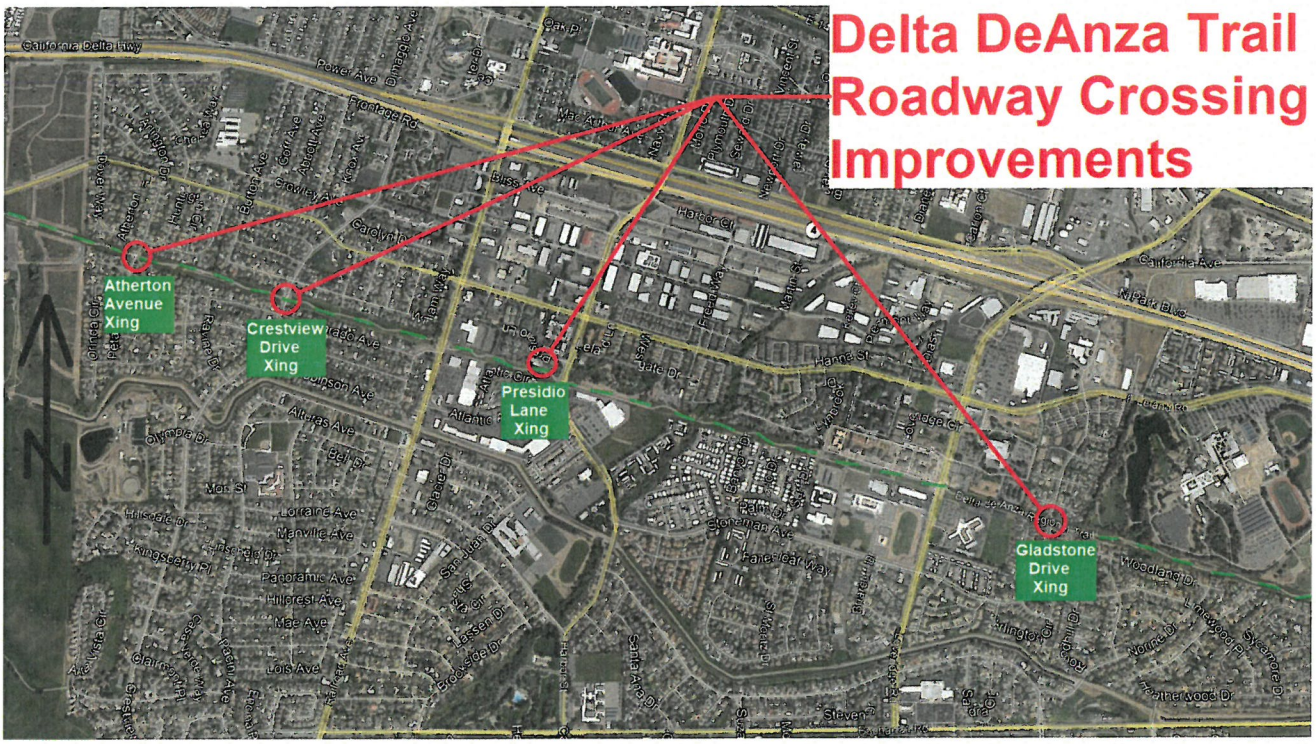
**Status:**
Design

**Estimated Project Cost:**
$4,578,000

**Project Limits:**
Railroad Avenue from School Street to Delta DeAnza Trail at Alvarado Avenue, California Avenue from Harbor Street to Railroad Ave, Bliss Ave from BART parking to Railroad Avenue

**Funding Sources**
Eligible Funding Sources: Gas Tax, Measure J, IRRF, IE, PP, Grants
Identified Funding: OBAG2 Grant, TDA, PBTF

**Project Description:**
The project centers around the planned Pittsburg Center BART station and will design and construct multiuse Class I bikeways and Class IV buffered bikeways (PBTF eligible) within existing public right-of-way, additional parallel parking, trail lighting, intersection corner treatments, crosswalk treatments, modified driveways, bus shelter, benches, wayfinding and service info signage, walls/fencing, as well as landscaping improvements and will coordinate with a multimodal transfer facility.




# ST-4: DELTA DEANZA TRAIL ROADWAY CROSSING IMPROVEMENTS

**Project No.**

**Status:**
Conceptual Design

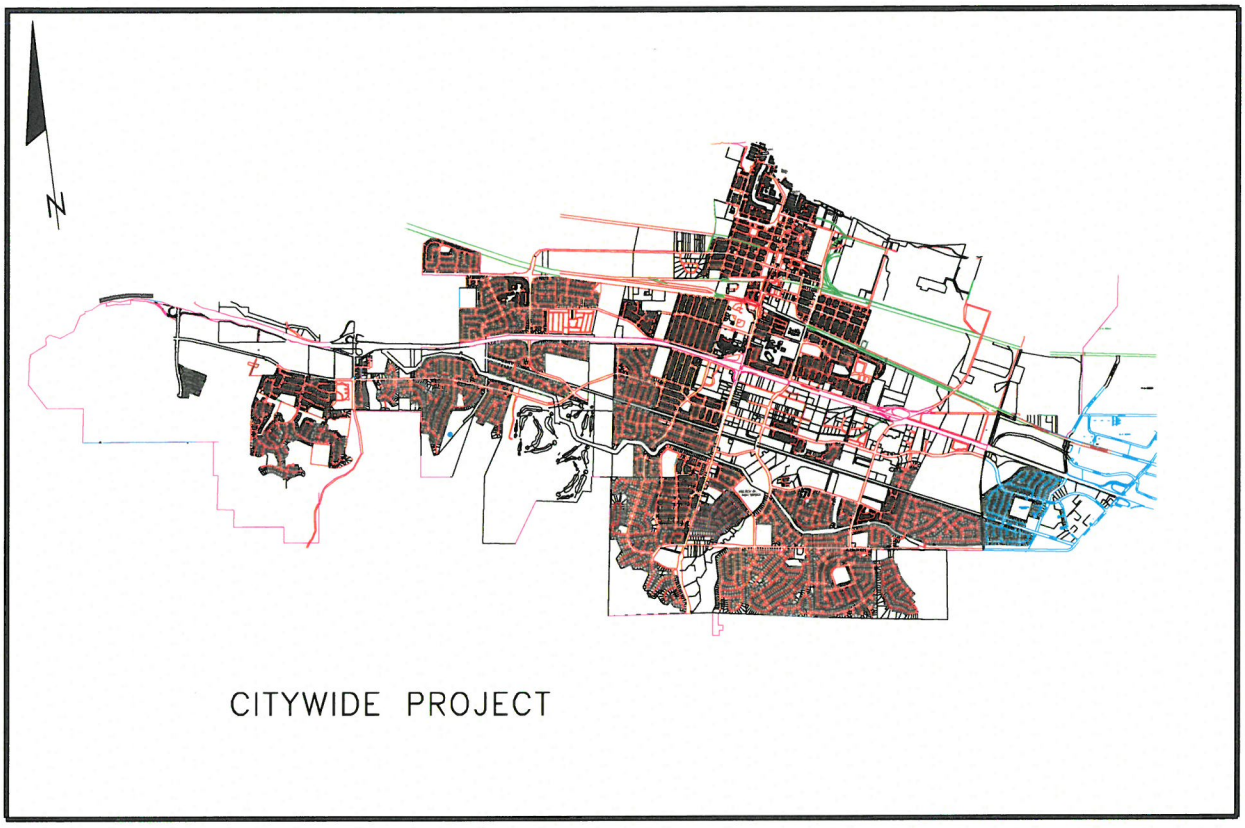
**Estimated Project Cost:**
$150,000

**Project Limits:**
Delta DeAnza Trail Crossing at Atherton Avenue, Crestview Drive, Presidio Lane, and Gladstone Drive

**Funding Sources**
Eligible Funding Sources: Gas Tax, Measure J
Identified Funding: 2019/20 TDA grant ($120,000)

**Project Description:**

Install Rectangular Rapidly Flashing Beacons (RRFB's), curb extensions, median pedestrian refuge, high visibility crosswalks, red curb, wayfinding signage, roadway markings and roadway signage at four (4) roadway crossings along the Delta De Anza Regional Class 1 Trail.




## ST-5: STREET MEDIAN/LANDSCAPING IMPROVEMENTS

**Project No.**
TBD

**Status:**
Evaluating needs.

**Estimated Project Cost:**
$520,000

**Project Limits:**
Project locations TBD

**Funding Sources:**
Eligible Funding Source: TBD
Identified Funding Source: None

**Project Description:**
This project includes the construction of new street medians/green infrastructure features and landscaping in various locations throughout the City.

## ST-6: BAILEY ROAD INTERIM REPAIRS

**Project No.**
TBD

**Status:**
Awaiting funding

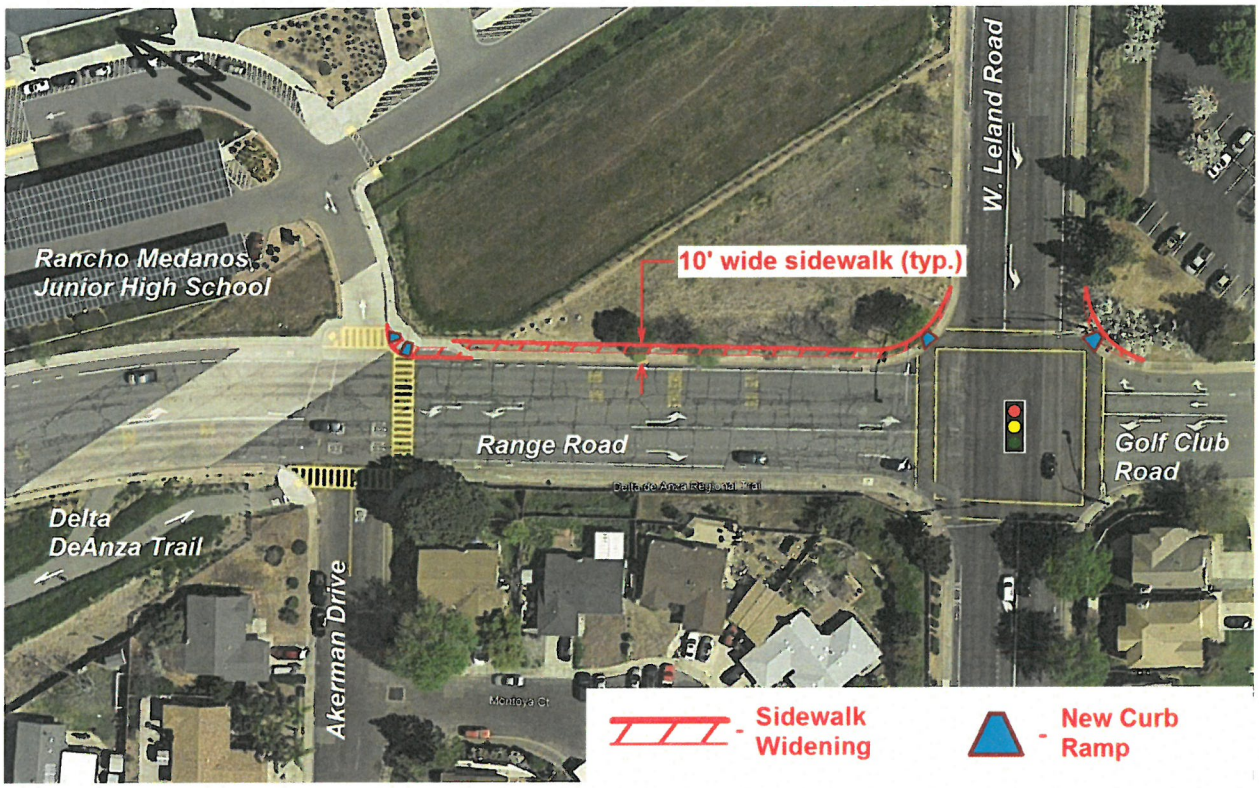
**Estimated Project Cost:**
$615,000

**Project Limits:**
West Leland Road to City Limit (1,600 feet south)

**Funding Sources**

Eligible Funding Source: Measure J, Keller Canyon Mitigation Funds
Identified Funding Source: $615,000 Keller

**Project Description:**
This project will construct interim pavement rehabilitation on Bailey Road from West Leland Road to the City Limit Line approximately 1,600 feet south of West Leland Road. This project will be followed up by a full roadway rehabilitation several years later.




# ST-7: RANGE ROAD SIDEWALK IMPROVEMENTS

**Project No.**
TBD

**Status:**

**Estimated Project Cost:**
$120,000

**Project Limits:**
Ackerman Drive to south side of West Leland Road

**Funding Sources:**
Eligible Funding Sources: Gas Tax, Measure J

Identified Funding: $55,000 Gas Tax, $65,000 TDA Grant

**Project Description:**

Widen existing sidewalk approximately five feet along north side of Range Road, from Rancho Medanos Junior High School's entrance to south side of West Leland Road (approximately 400 linear feet). This will allow the large groups of students travelling to and from school to safely stay on sidewalk and avoid walking in bicycle and vehicle traffic lanes.

# ST-9: INTERSECTION GEOMETRIC IMPROVEMENTS (SAN MARCO BOULEVARD & WEST LELAND ROAD)

**Project No.**
TBD

**Status:**
Awaiting funding

**Estimated Project Cost:**
$125,000

**Project Limits:**
Along northbound San Marco Boulevard, between West Leland Road and SR 4 Westbound On-ramp.

**Funding Sources**
Eligible Funding Source: LTMF, Developer
Identified Funding: None

**Project Description:**
The project provides for geometric improvements along San Marco Boulevard northbound lanes, between West Leland Road and State Route 4 Eastbound On-ramp. The scope of work contemplated includes adding an auxiliary lane that would connect the free right-turn lane from westbound West Leland Road to the eastbound freeway on-ramp at State Route 4. It is intended that the geometry will accommodate Class 2 bike lanes. The improvements will add capacity along northbound San Marco Boulevard near the freeway interchange, provide for more efficient signal timing, improve intersection level of service, and reduce vehicle queuing on the westbound approach to San Marco Blvd./West Leland Rd. intersection, as well as along northbound San Marco Boulevard approaching State Route 4. The geometric improvements will require right-of-way acquisition from an undeveloped parcel along the east side of San Marco Blvd.

# ST-10: EL PUEBLO AREA RECONSTRUCTION/ ADA IMPROVEMENTS

**Project No.**
2012-05B

**Status:**
Awaiting Funding

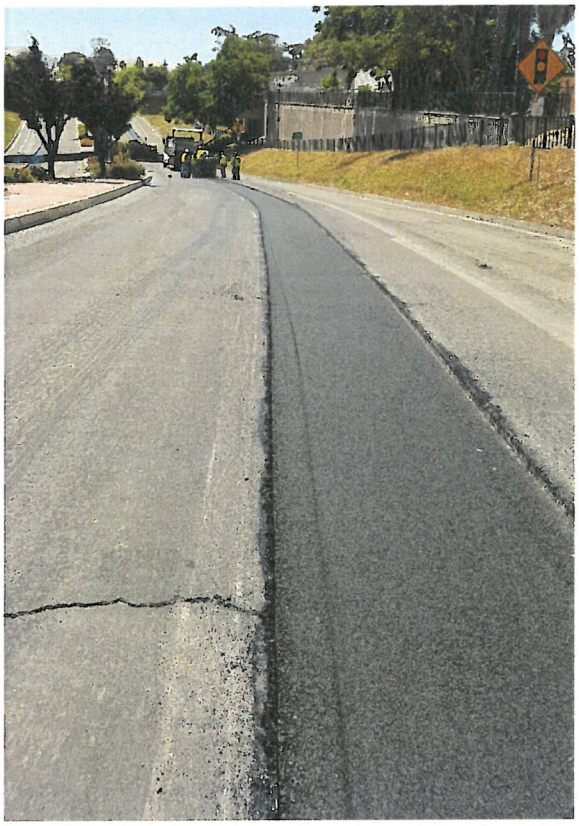
**Estimated Project Cost:**
$300,000

**Project Limits:**
Treatro Street, Del Tren Avenue, and Hermosa

**Funding Sources:**

Eligible Funding Source: County, Measure J, Gas Tax
Identified Funding:

**Project Description:**
Reconstruction of the remaining streets in the El Pueblo Area including Treatro Street, Del Tren Avenue, and Hermosa. Project includes ADA and other pedestrian safety improvements.



## ST-11: 2018/19 CITYWIDE PAVEMENT MANAGEMENT PROJECT

**Project No.**
**2217 & 2222**

**Status:**
2018/19 Allocation - $400,000, 2019/20 $130,000

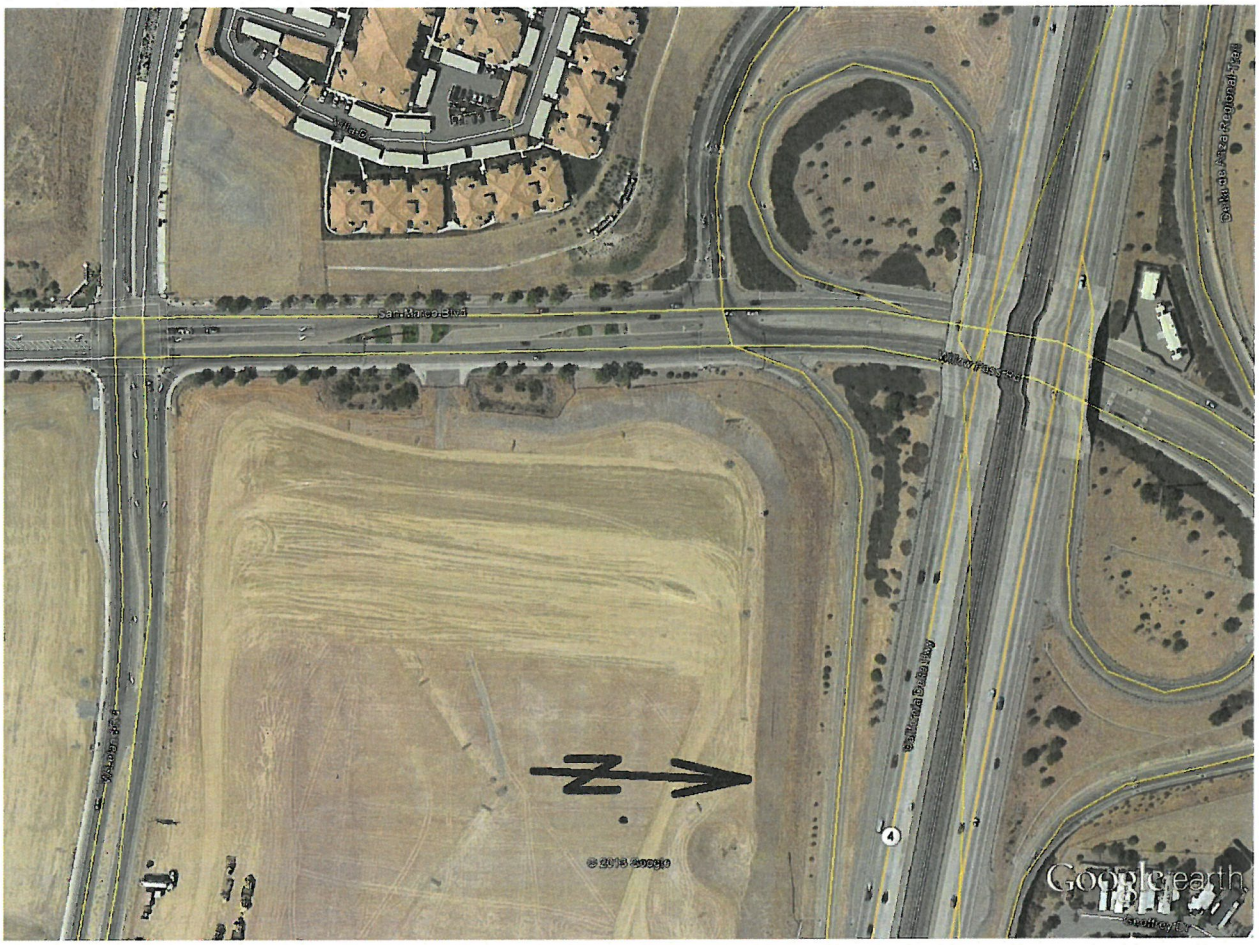
**Estimated Project Cost:**
$530,000

**Project Limits:**
Railroad Avenue from 17th Street to Tenth Street

**Funding Sources:**
Eligible Funding Source: Gas Tax
Identified Funding Source: Gas Tax $400,000, Measure J $130,000

**Project Description:**

Based on the Pavement Management System (PMS) and Staff input, it was determined that Railroad Avenue from 17th Street to Tenth Street would be included in this project. The project used a variety of pavement management techniques including, slurry seal, crack sealing and patch paving. Restriping including green bike lane conflict zones is also included as a part of this project.




## ST-12: SAN MARCO BOULEVARD WIDENING

**Project No.**

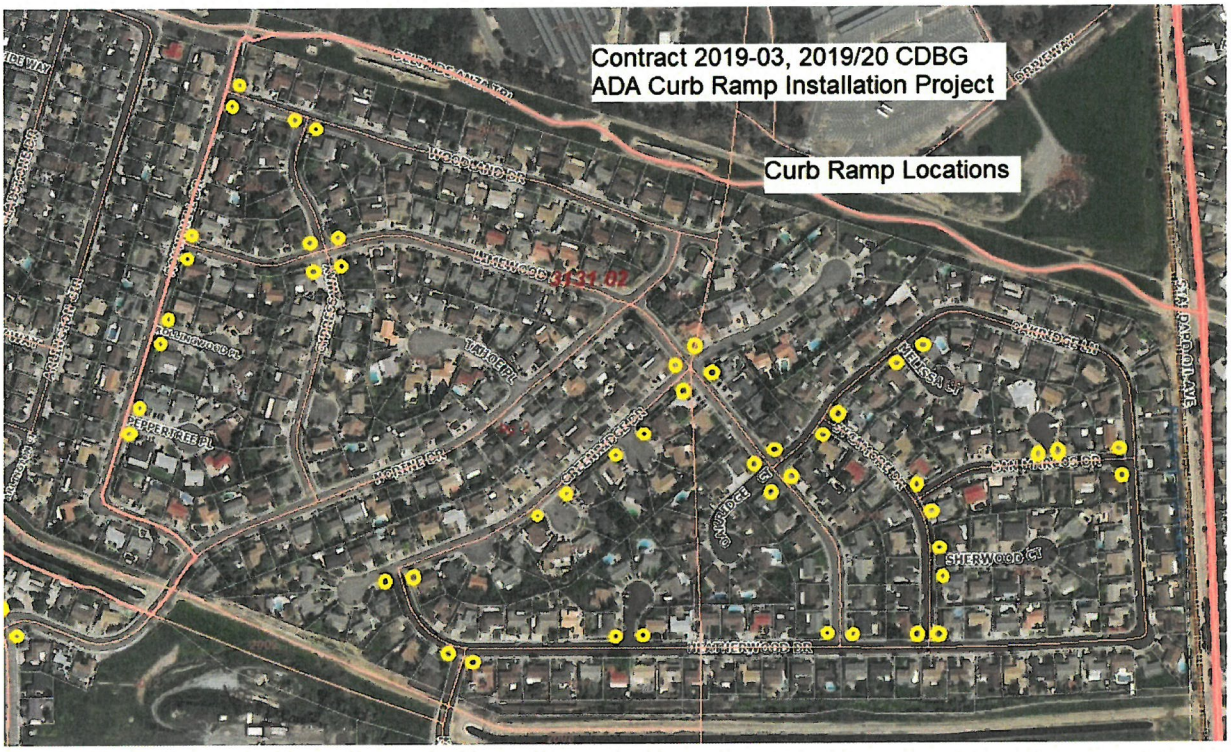
**Status:**
Awaiting funding

**Estimated Project Cost:**
$125,000

**Project Limits:**
West Leland Road to State Route 4 eastbound on-ramp

**Funding Sources:**
TBD

**Project Description:**
Widen San Marco Boulevard 12 feet to the east, from West Leland Road to the State Route 4 eastbound on-ramp. This widening will accommodate an auxiliary/merging lane on northbound San Marco Boulevard that will be used as a receiving lane for vehicles turning right from westbound West Leland Road, as well as for vehicles turning right onto the SR4 eastbound on-ramp from southbound San Marco Blvd.




# ST-14: 2019/20 CDBG CURB RAMP REPLACMENT PROJECT (Highland Meadows)

**Project No.**
TBD

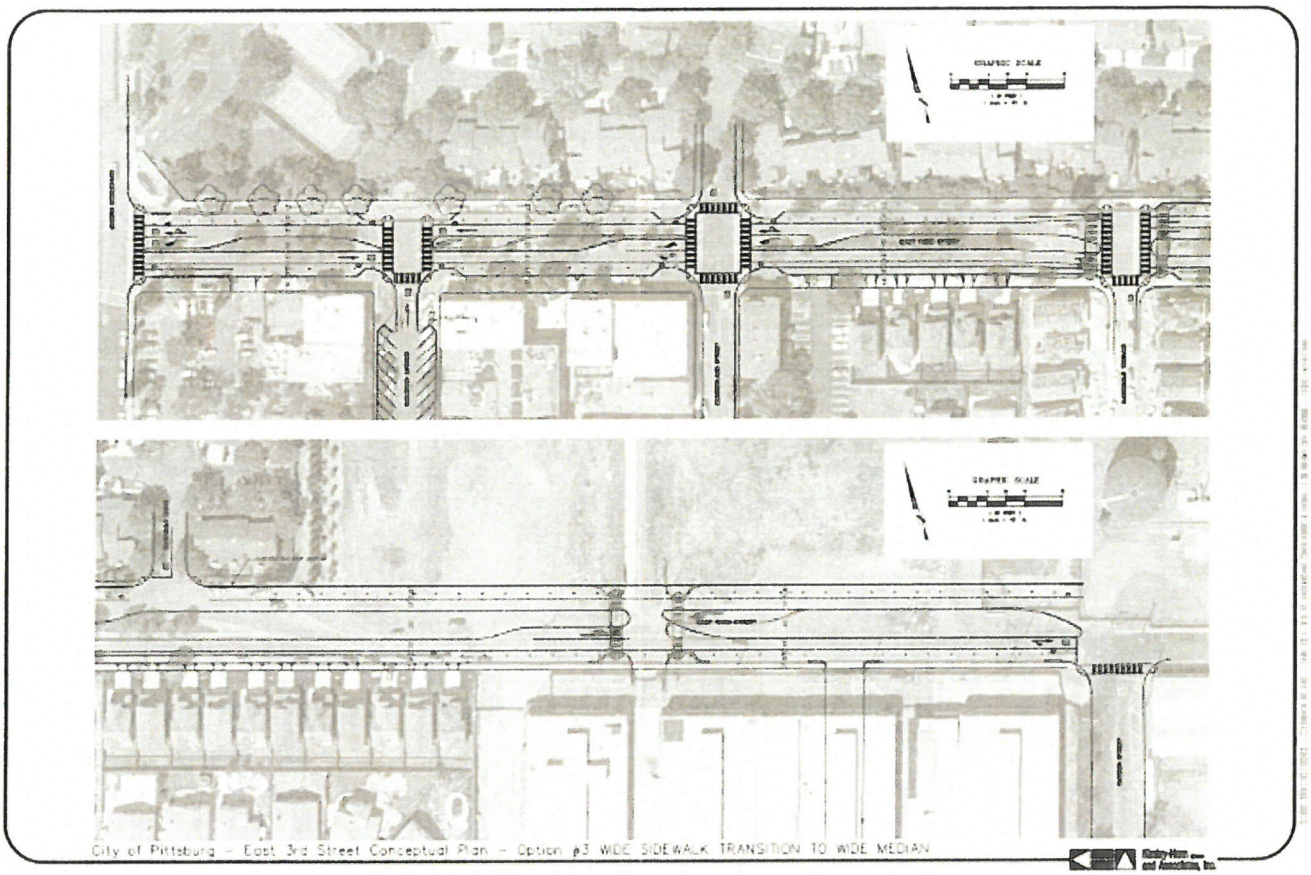
**Status:**
Design

**Estimated Project Cost:**
$331,200

**Project Limits:**
Highland Meadows Neighborhood

**Funding Sources**
Eligible Funding Source: Gas Tax, HUTA, CDBG, Measure J
Identified Funding Source: $331,200 CDBG

**Project Description:**
This project includes the design and construction of ADA compliant ramps at 50 intersections including: Roundhill/Peppertree Place, Roundhill/Rollingwood Place, Rondhill/Limewood Place, Roundhill/Woodland Dr., Woodland/Cypress Way, Limewood/Greenridge Drive, Limewood Place/Oakridge Court, Limewood/Oakridge Lane, Limewood/Heatherwood Dr., Greenridge/Heatherwood Dr., Greenridge Drive/Lakewood Place, Heatherwood/Meadows Ave, Heatherwood/Heatherwood Court, Heatherwood/Sycamore Dr., Oakridge Lane/Sycamore Dr., Oakridge/Melissa Court, Oakridge/San Marcos Dr., Sycamore/San Marcos Dr., Sycamore/Sherwood Court, San Marcos/Northwood Court, Ventura/Norine Dr.




# ST-15: EAST THIRD STREET STREETSCAPE IMPROVEMENTS

**Project No.**
TBD

**Status:**
Awaiting funding

**Estimated Project Cost:**
$1,500,000

**Project Limits:**
East Third Street, from Marina Boulevard to Harbor Street

**Funding Sources**
Eligible Funding Source: OBAG, Measure J, Proposition 1 Grants
Identified Funding: none

**Project Description:**
This project will design and construct streetscape improvements along East Third Street. Portions of the roadway will need to be widened, while a "road diet" will be performed on other sections with a reduction from four through lanes, parking lanes and median to two through lanes, turning lanes, parking lanes and Class 2 bicycle lanes. Sidewalk will be widened and installed. Bus pull-outs and curb bulb-outs will also be included to enhance walkability and promote alternative modes of transportation. Green infrastructure improvements such as bioswales will be installed to treat surface stormwater runoff.

## ST- 18: 2018/19 CITYWIDE TRAFFIC CALMING PROJECT

**Project No.**
TBD

**Status:**
Funded

**Estimated Project Cost:**
$100,000

**Project Limits:**
Citywide

**Funding Sources:**
Eligible Funding Source: Gas Tax, Measure J, Grant Funding, Gas Tax RMRA
Identified Funding: $100,000 Measure J

**Project Description:**

This project will construct speed humps and other traffic calming improvements at locations throughout the City in locations determined through an application process or by City Staff. This will be managed through the Traffic Section of the Engineering Division.

## ST-21: RAILROAD AVENUE/LELAND ROAD GEOMETRIC IMPROVEMENTS

**Project No.**

**Status:**
TBD

**Estimated Project Cost:**
$525,000

**Project Limits:**

**Funding Sources**
Eligible Funding Sources: grants, LTMF
Identified Funding Sources: None

**Project Description:**
The project would construct the following improvements to the Railroad Avenue / West Leland Road / East Leland Road intersection: 1.) an additional southbound left-turn lane on Railroad Avenue, and 2.) an eastbound right-turn lane on East Leland Road. These improvements will increase the intersection's capacity and improve its level of service.

## ST-22: BAILEY ROAD/ROUTE 4 RAMP TURN LANE MODIFICATIONS

**Project No.**
TBD

**Status:**
Awaiting funding.

**Estimated Project Cost:**
$105,000

**Project Limits:**
Bailey Road State Route 4 Westbound Intersection

**Funding Sources**

Eligible Funding Source: TMF, Measure C, Developer
Identified Funding Source: None

**Project Description:**
Project will construct Geometric Improvements including median modifications to improve storage for left turns from northbound Bailey Road onto Route 4 westbound ramp. 85% TMF eligible.

## ST-23: LEFT TURN LANE BAILEY ROAD/WILLOW AVENUE

**Project No.**
TBD

**Status:**
Awaiting funding.

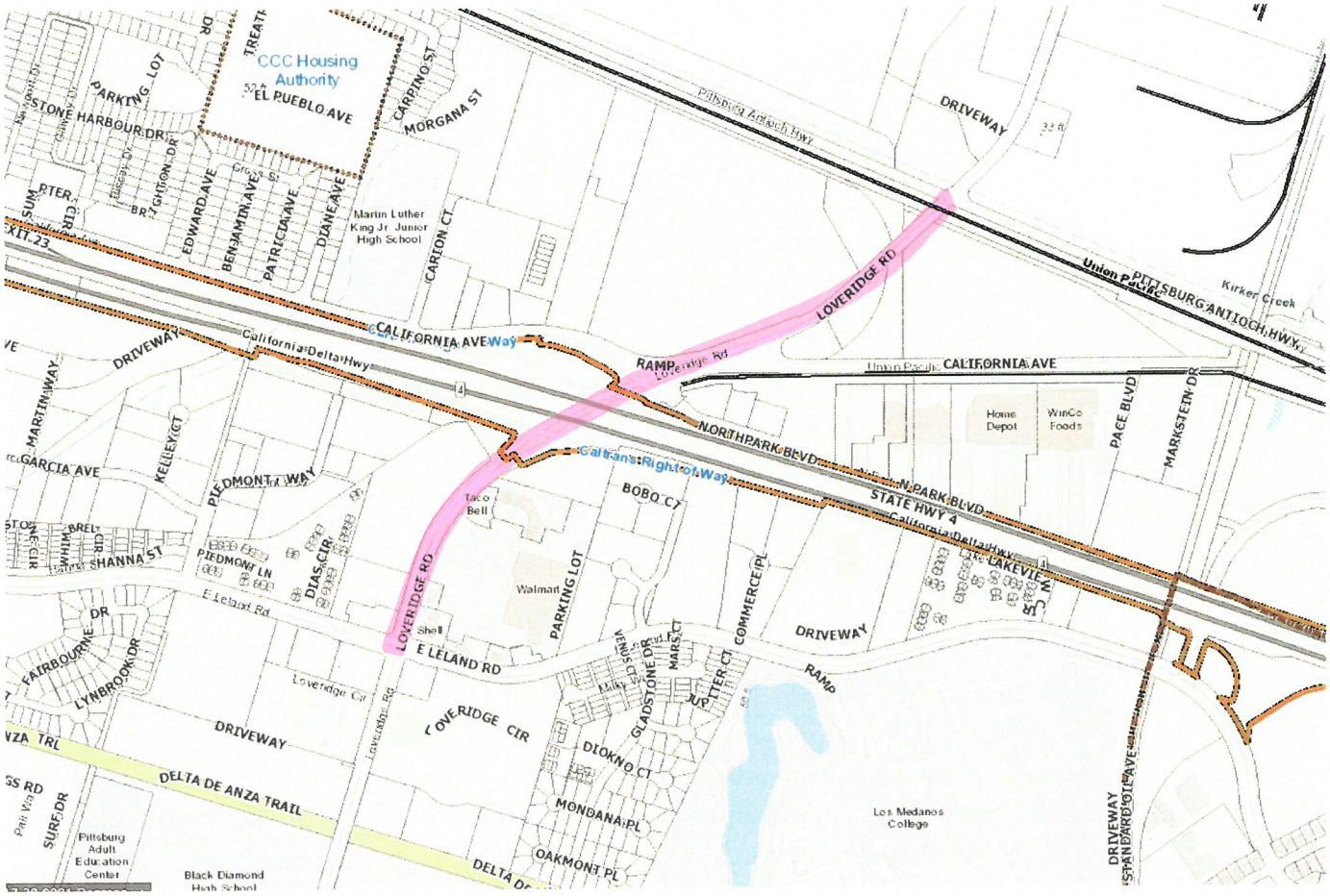
**Estimated Project Cost:**
$200,000

**Project Limits:**
Bailey Road at the intersection of Willow Avenue

**Funding Sources:**

Eligible Funding Source: Measure J/ Developer
Identified Funding Source: None

**Project Description:**
This project will construct a left turn pocket on southbound Bailey Road at the intersection of Willow Avenue.




# ST-24: SB1 2020/21 PAVEMENT MANAGEMENT PROJECT

**Project No.**
TBD

**Status:**
2020/21 Allocation $700,000

**Estimated Project Cost:**
$700,000

**Project Limits:**
Loveridge Road from East Leland Road to Pittsburg Antioch Highway

**Funding Sources**
Eligible Funding Sources: Gas Tax, Measure J, RMRA
Identified Funding: $700,000 RMRA

**Project Description:**
This project will reconstruct/improve the pavement on Loveridge Road from East Leland Road to Pittsburg Antioch Highway. The project will use a variety of pavement management techniques including, slurry seal, patch paving, pavement overlay, pavement inlay, base failures, pavement reconstruction, and crack sealing.

## ST-25: REBUILD RANGE ROAD/WILLOW PASS ROAD INTERCHANGE

**Project No.**
TBD

**Status:**
Awaiting funding.

**Estimated Project Cost:**
$4,200,000

**Project Limits:**
Intersection of Range Road/Willow Pass Road

**Funding Sources**
Eligible Funding Source: TMF
Identified Funding Source: None

**Project Description:**
This project will construct a four-lane arterial roadway facility with associated turning lanes to replace the Willow Pass Road/Range Road/ North Parkside Drive interchange structure and provide for safer turning movements for vehicles moving between streets. Project will accommodate bicycle facilities where appropriate. 81% TMF eligible.

## ST- 26: 2019/20 TRAFFIC CALMING PROJECT

**Project No.**
TBD

**Status:**
Funded

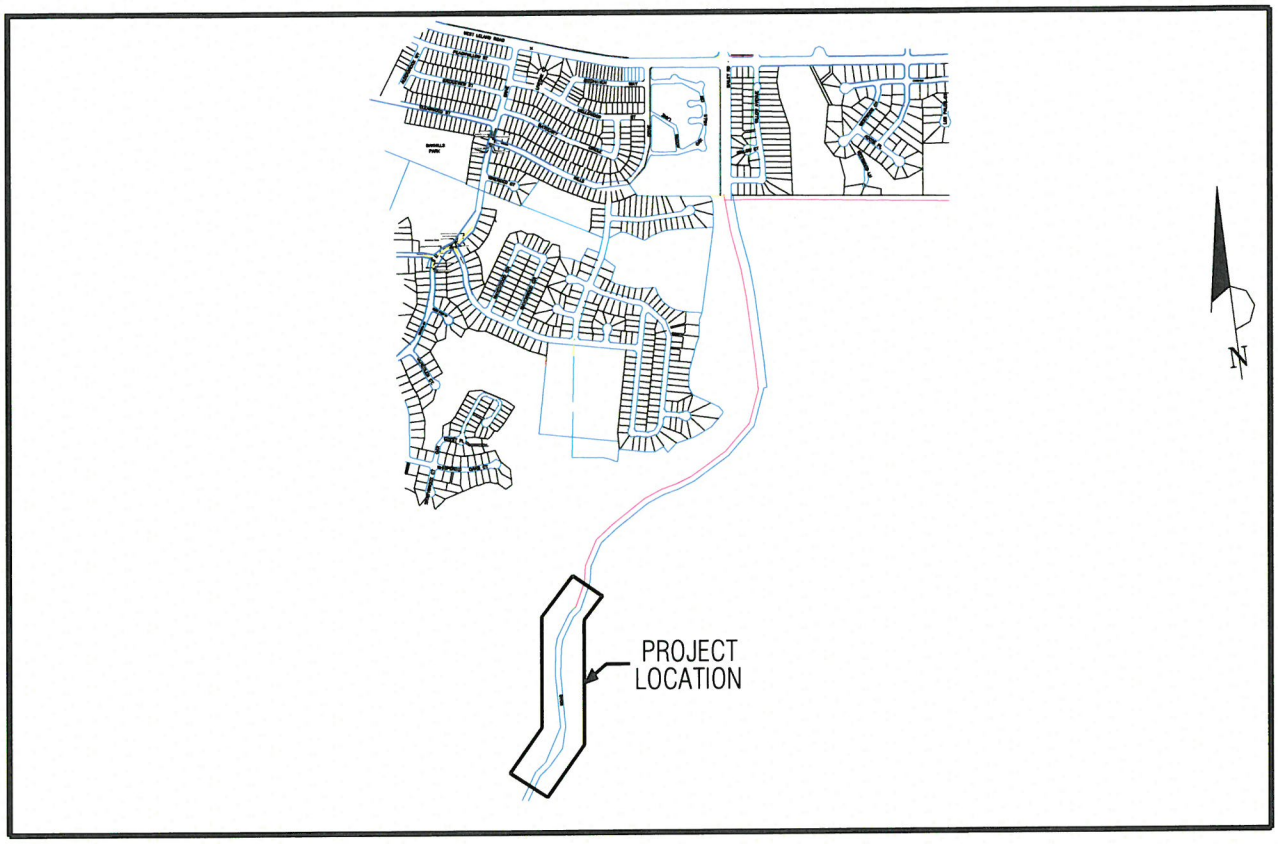
**Estimated Project Cost:**
$50,000

**Project Limits:**
Citywide

**Funding Sources**
Eligible Funding Source: HUTA, Measure J, SR2S, RMRA
Identified Funding: $50,000 Measure J

**Project Description:**

This project will construct speed humps and other traffic calming improvements at locations throughout the City determined through an application process or by City Staff. This will be managed through the Traffic Section of the Engineering Division.




# ST-27: BAILEY ROAD OPERATIONAL SAFETY IMPROVEMENTS

**Project No.**
TBD

**Status:**
Awaiting funding

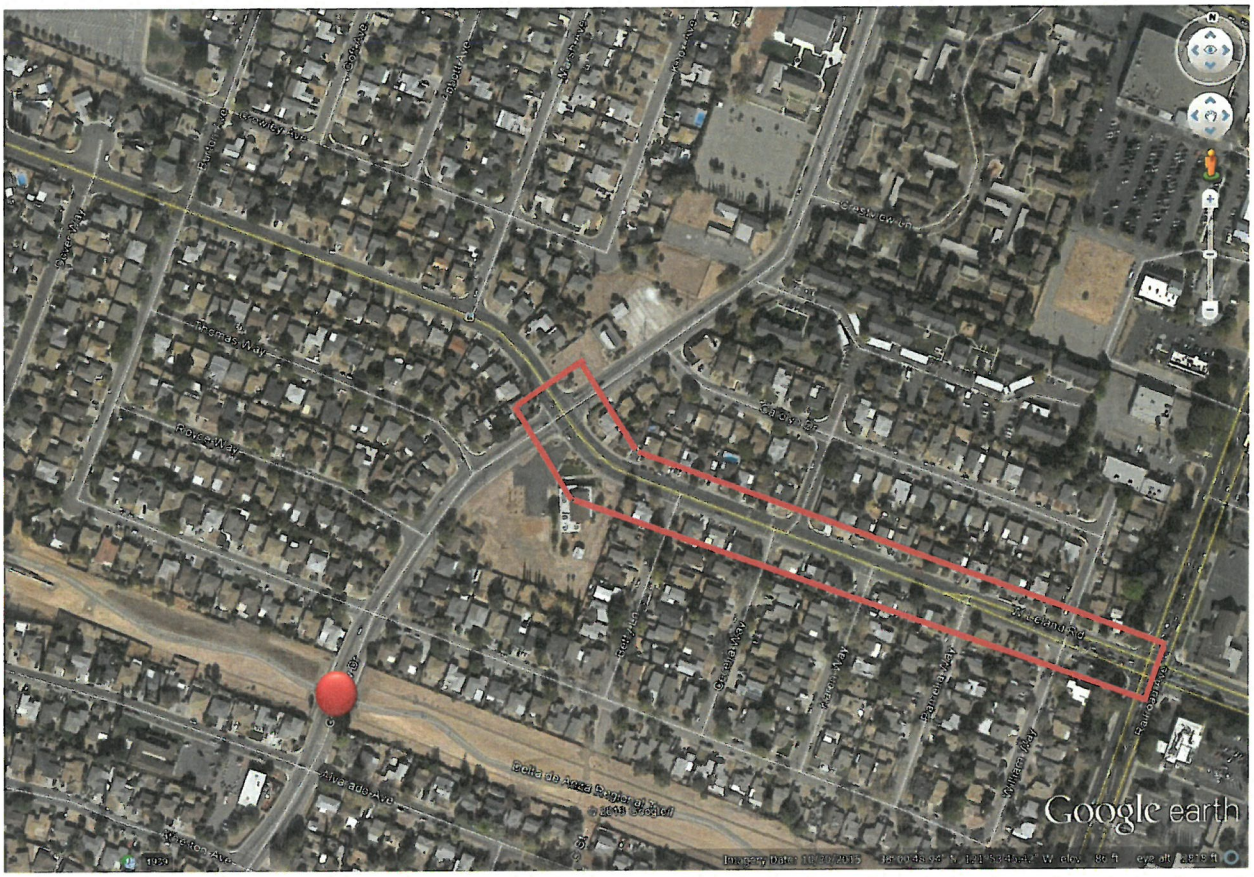
**Estimated Project Cost:**
$300,000

**Project Limits:**
City owned section of Bailey Road south of Willow Ave

**Funding Sources**

Eligible Funding Source: Measure J
Identified Funding Source: None

**Project Description:**
This project will provide safety improvement, including pavement rehabilitation, restriping and shoulder improvements, to the City owned southern portion of Bailey Road between Concord and Keller Canyon Landfill.




# ST-28: WEST LELAND STREET LIGHTING PROJECT (RAILROAD AVENUE TO CRESTVIEW DRIVE)

**Project No.**
2016-03

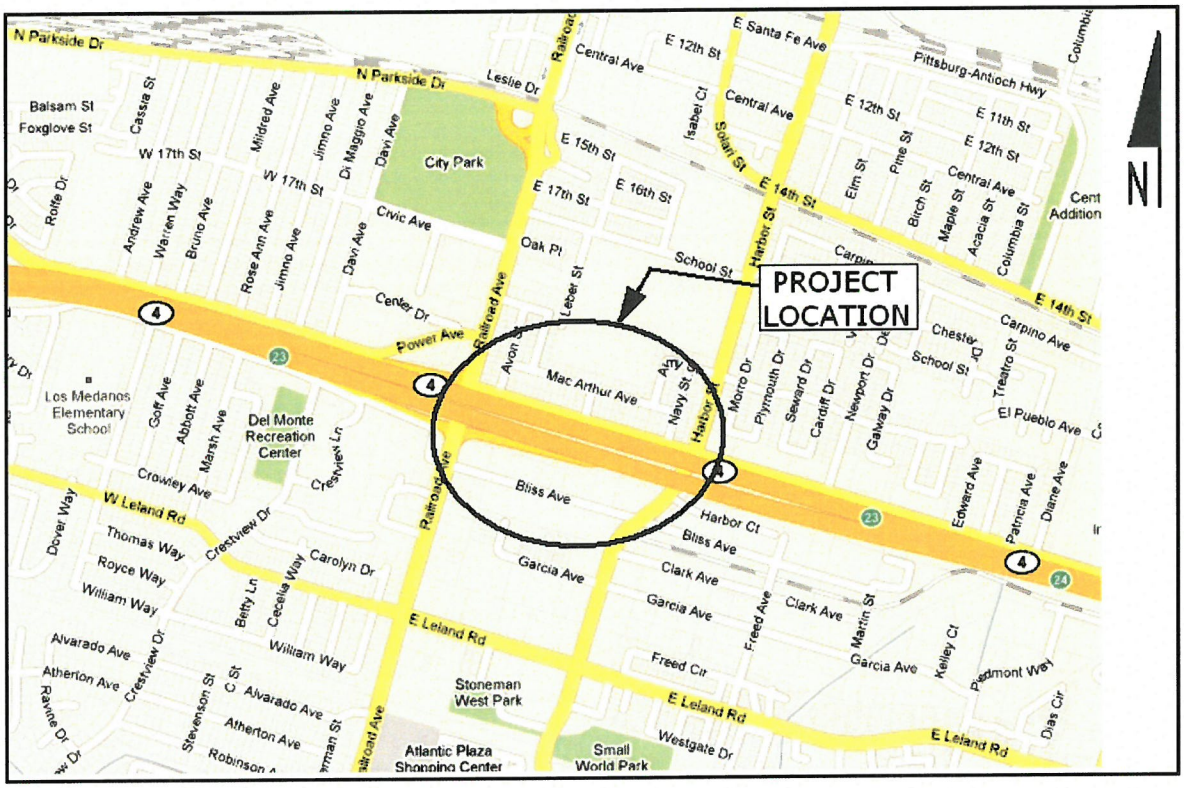
**Status:**
In Design

**Estimated Project Cost:**
$760,000

**Project Limits:** W. Leland Road from Railroad Avenue to Crestview Drive and at the Delta DeAnza trail crossing/Crestview Drive.

**Funding Sources**
Eligible Funding Sources: Measure J, Gas Tax, CCIR
Identified Funding Sources: $458,000 Gas Tax, $277,000 CCIR, $25,000 PDF

**Project Description:**
The project will install conduits and street lighting along West Leland Road from Railroad Avenue to Crestview Drive and lights at the Delta DeAnza trail crossing at Crestview Drive. This project is necessary to replace street lights that will be removed during the underground utility project currently underway by PG&E. The new street lighting will provide lighting levels that are up to current standards.




# ST-29: WESTBOUND HWY. 4 OFFRAMP AT RAILROAD AVENUE

**Project No.**
TBD

**Status:**
Unfunded

**Estimated Project Cost:**
$12,100,000

**Project Limits:**
Railroad Avenue at State Route 4, California Avenue between Harbor Street and Railroad Avenue

**Funding Sources:**

Eligible Funding Source: TBD
Identified Funding Source: None

**Project Description:**
This project includes planning, design and construction of a westbound off-ramp on State Route 4 at Railroad Avenue. A traffic analysis is needed to address impacts on traffic patterns along California Avenue, Harbor Street and Railroad Avenue.

# ST-30: EAST LELAND/LOS MEDANOS COLLEGE (EASTERN ENTRANCE)

**Project No.**
TBD

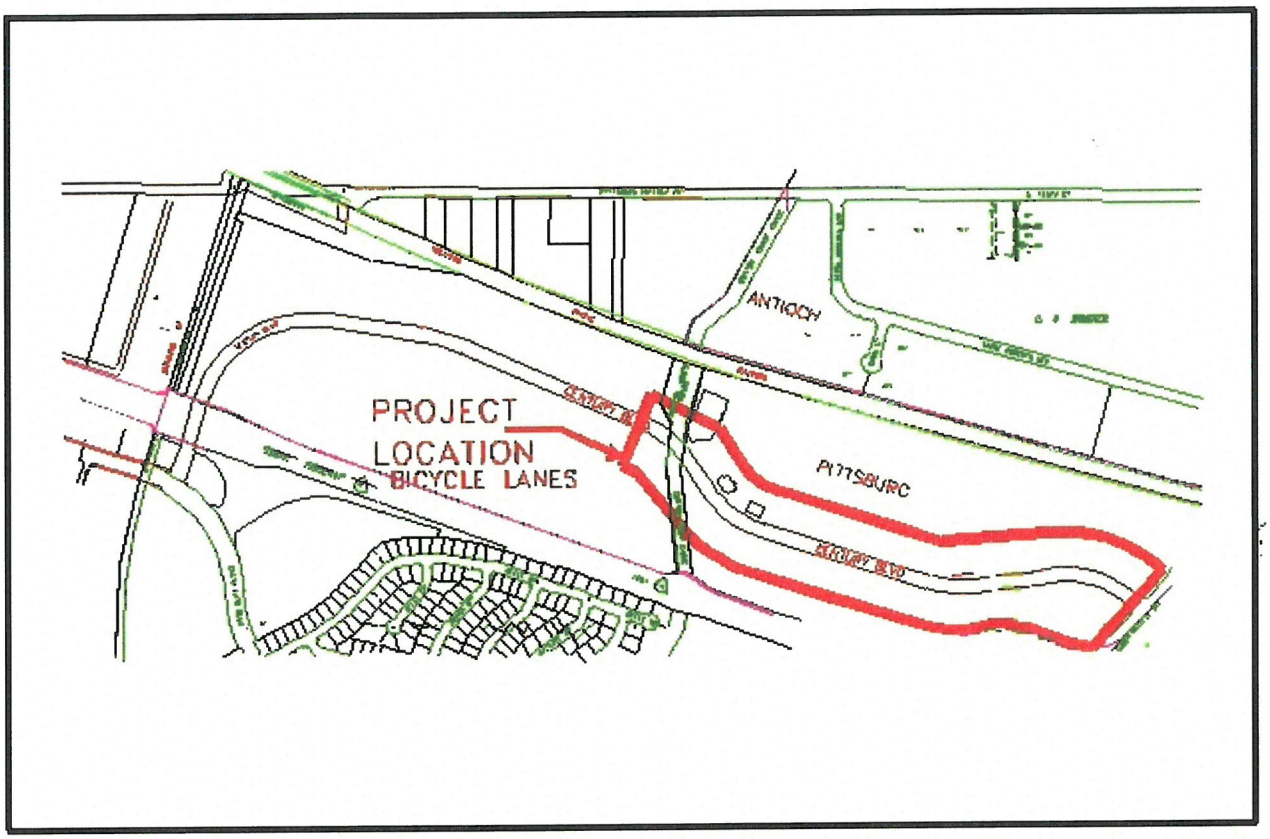
**Status:**
Awaiting funding.

**Estimated Project Cost:**
$420,000

**Project Limits:**
East Leland Road at LMC Eastern Exit/Century Blvd.

**Funding Sources:**
Eligible Funding Source: Measure J, Developer, LTMF
Identified Funding Source: none

**Project Description**:
This project will increase the length of the left turn pocket on eastbound East Leland Road at Century Blvd. This project is expected to decrease the length of the queue backing-up in the number one lane and provide eastbound vehicles added safety entering/exiting the Los Medanos driveway. Partial funding has been identified as mitigation to development on Century Blvd. 72% TMF eligible.




## ST-31: CENTURY BOULEVARD CLASS III BICYCLE FACILITY

**Project No.**
TBD

**Status:**
Awaiting funding

**Estimated Project Cost:**
$ 60,000

**Project Limits:**
Century Blvd from Somersville Road to Contra Costa Canal

**Funding Sources**
Eligible Funding: Measure J, Prop. 42, Grants
Identified Funding: none

**Project Description:**
This project will re-stripe Century Boulevard from the city limits at Auto Center Drive to the Los Medanos Wasteway, to provide a Class III bicycle facility. The project will restripe this section of Century Blvd to provide two 11' through lanes and a 4' shoulder.

## ST-32 : Century Boulevard Class 2 Bicycle Lanes

**Project No.**
TBD

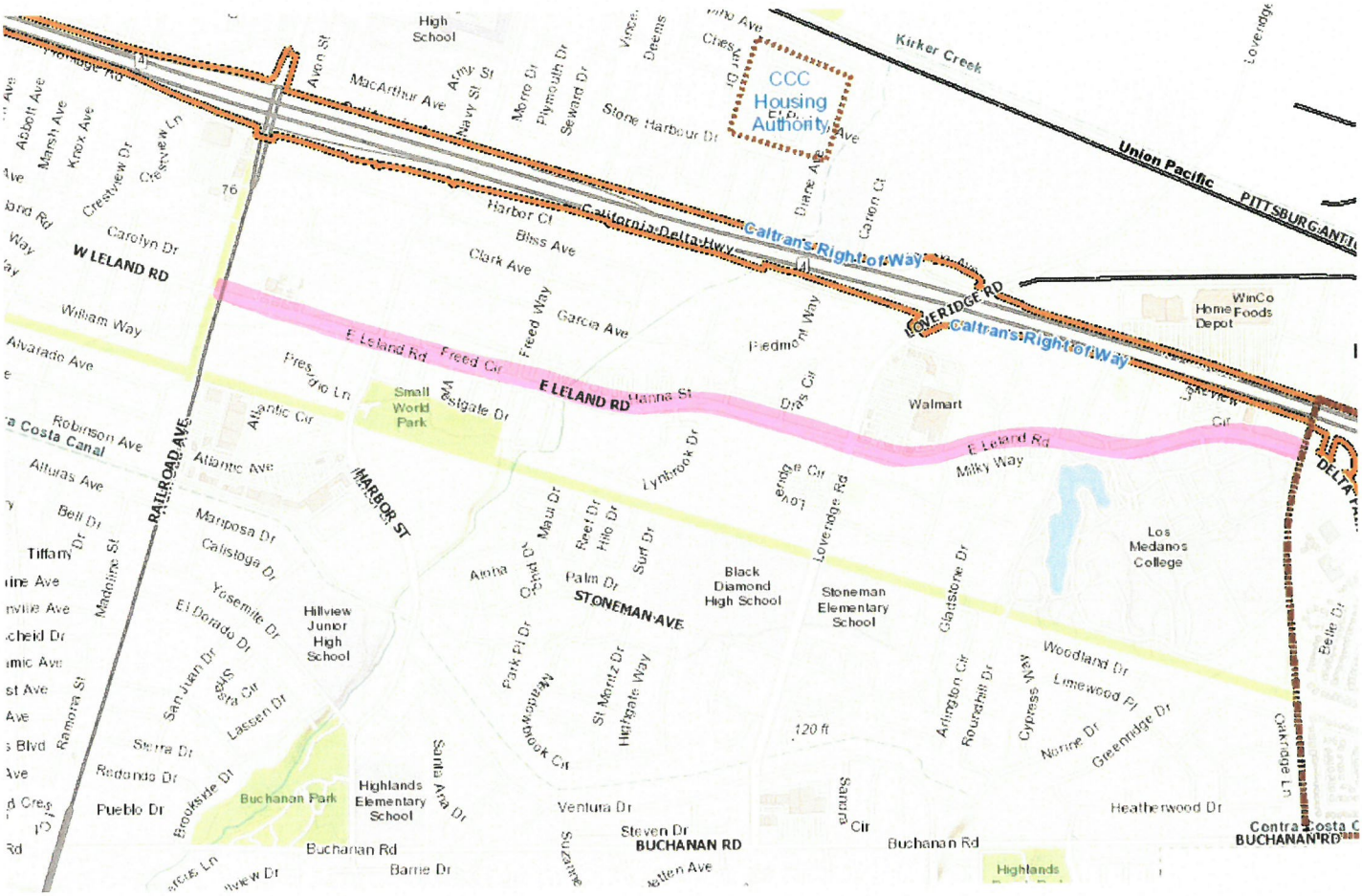
**Status:**
None

**Estimated Project Cost:**
$75,000

**Project Limits:**
On both sides of Century Boulevard, from State Route 4 undercrossing to North Park Boulevard.

**Funding Sources**
Eligible Funding Sources: Gas Tax, Measure J, IRRF, IE, PP, Grants
Identified Funding: none

**Project Description:**
This project will widen Century Boulevard to accommodate Class 2 bike lanes in both directions, from State Route 4 undercrossing to North Park Boulevard (approximately 480 lf).




# ST-33: SB1 2021/22 PAVEMENT MANAGEMENT PROJECT

**Project No.**
TBD

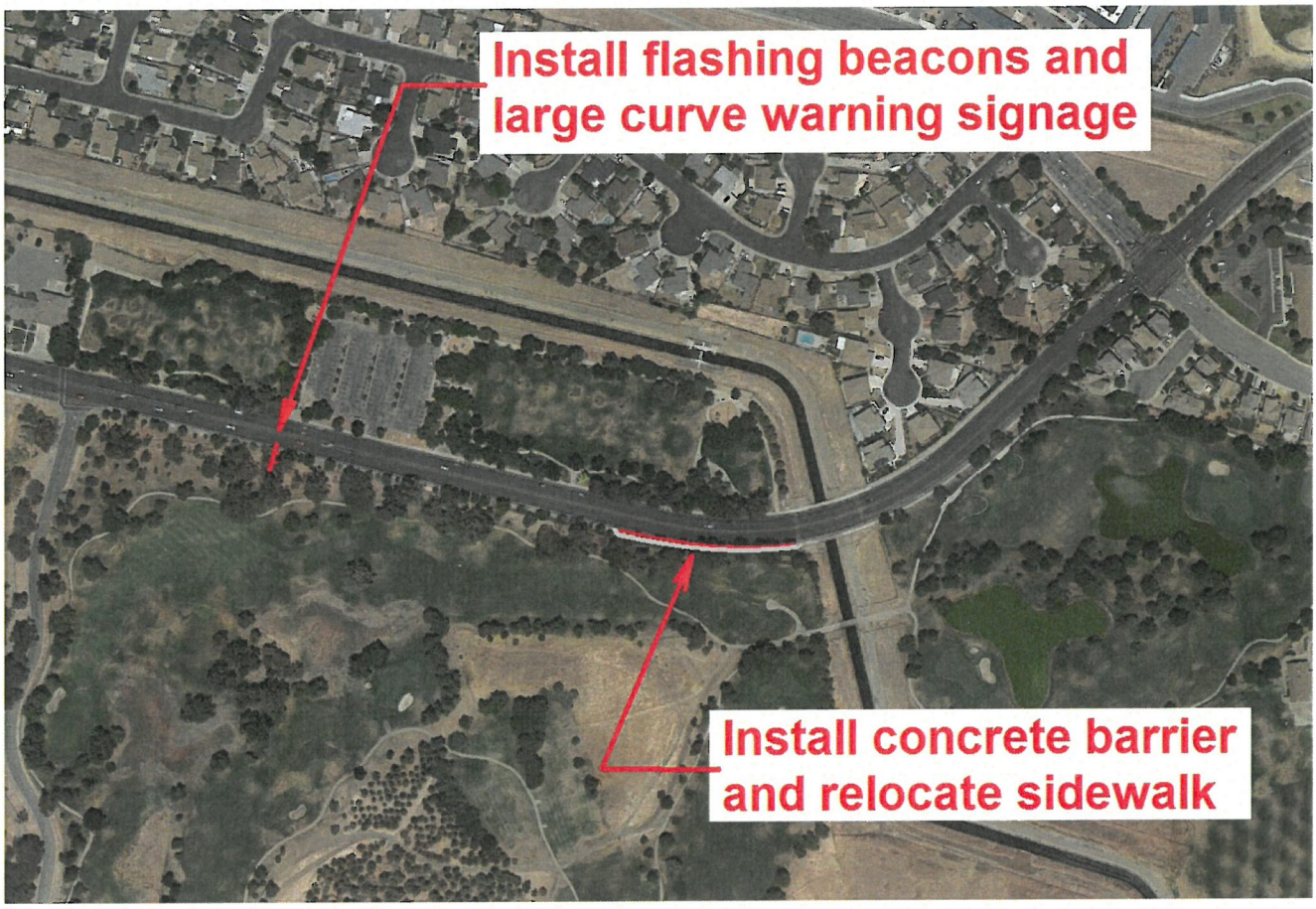
**Status:**
2021/22 Allocation $925,000

**Estimated Project Cost:**
$925,000

**Project Limits:**
East Leland Road from Railroad Avenue to East City Limits

**Funding Sources**
Eligible Funding Source: Gas Tax, Measure J, RMRA
Identified Funding: $925,000 RMRA

**Project Description:**
This project will reconstruct/improve the pavement on East Leland Road from Railroad Avenue to East City Limits. The project will use a variety of pavement management techniques including, slurry seal, patch paving, pavement overlay, pavement inlay, base failures and crack sealing.




## ST-34: WEST LELAND ROAD SAFETY IMPROVEMENTS

**Project No.**
TBD

**Status:**
Awaiting Funds

**Estimated Project Cost:**
$150,000

**Project Limits:**
West Leland Road from John Henry Johnson Parkway to Range Road

**Funding Sources**
Eligible Funding Sources: Gas Tax, Measure J, IRRF, IE, PP, Grants
Identified Funding: none

**Project Description:**
To prevent errant eastbound vehicles from entering the Contra Costa Canal, construct a concrete barrier along the south side of West Leland Road in front of golf course prior to and along curve to the left (approximately 300 lf.), relocate existing sidewalk behind concrete barrier, install large curve warning signage with flashing beacons facing eastbound traffic prior to curve, and restripe center median markings with Detail 23 (markers) on top of Detail 21 (thermoplastic). This project was part of a recommendation by the City's Traffic Committee.

## ST- 35: 2020/21 TRAFFIC CALMING PROJECT

**Project No.**
TBD

**Status:**
Funded

**Estimated Project Cost:**
$50,000

**Project Limits:**
Citywide

**Funding Sources**
Eligible Funding Source: HUTA, Measure J, SR2S, RMRA

Identified Funding: $50,000 Measure J

**Project Description:**
This project will construct speed humps and other traffic calming improvements at locations throughout the City to be determined through an application process or by City Staff. This will be managed through the Traffic Section of the Engineering Division.

## ST-36: JAMES DONLON BOULEVARD EXTENSION (2 Lanes) DESIGN AND CONSTRUCTION

**Project No.**
3015

**Status:**
Design in Progress

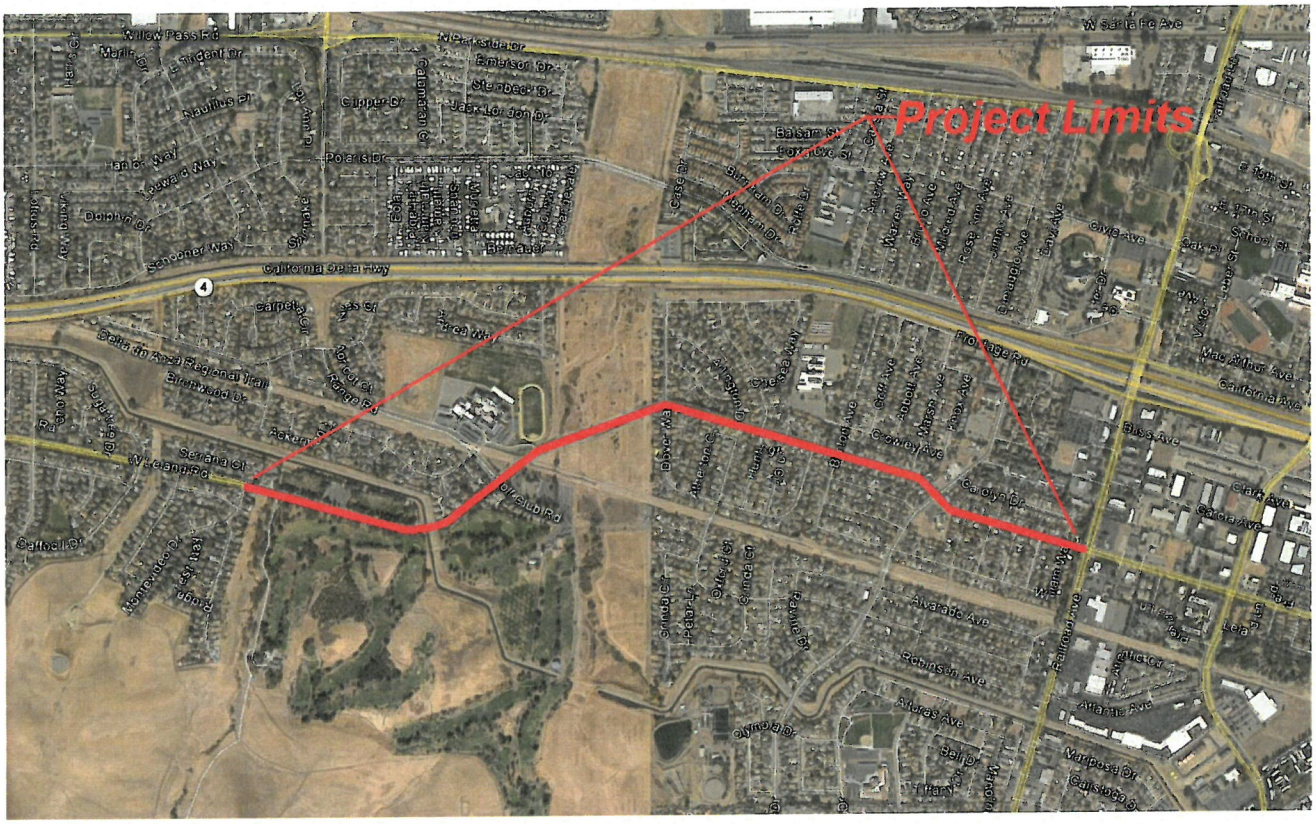
**Estimated Project Cost:**
$95,610,000

**Project Limits:**
Eastern city limits to Kirker Pass Road

**Funding Sources:**

Eligible Funding Source: TMF, Regional TMF/ PRTDIM/Developer/Measure J
Identified Funding Source: $1,880,000 LTMF, $14,220,000 Developer/Local Match, $63,404,800 RTMF,
$14,495,200 TBD ($6,200,000 has been allocated to this project)

**Project Description:**
The project will design and construct an additional east-west connection between East and Central County by adding a new link between James Donlon Boulevard in Antioch and Kirker Pass Road. The new roadway, formerly known as the Buchanan Road Bypass, will relieve congestion and other future travel demand on Buchanan Road. This project will be funded with 68% RTMF, 22% LTMF, 7% other funds.




# ST-38: WEST LELAND ROAD PAVEMENT MARKERS/MARKINGS AND SPEED SIGNAGE IMPROVEMENTS

**Project No.**
TBD

**Status:**
Design Proposals Received

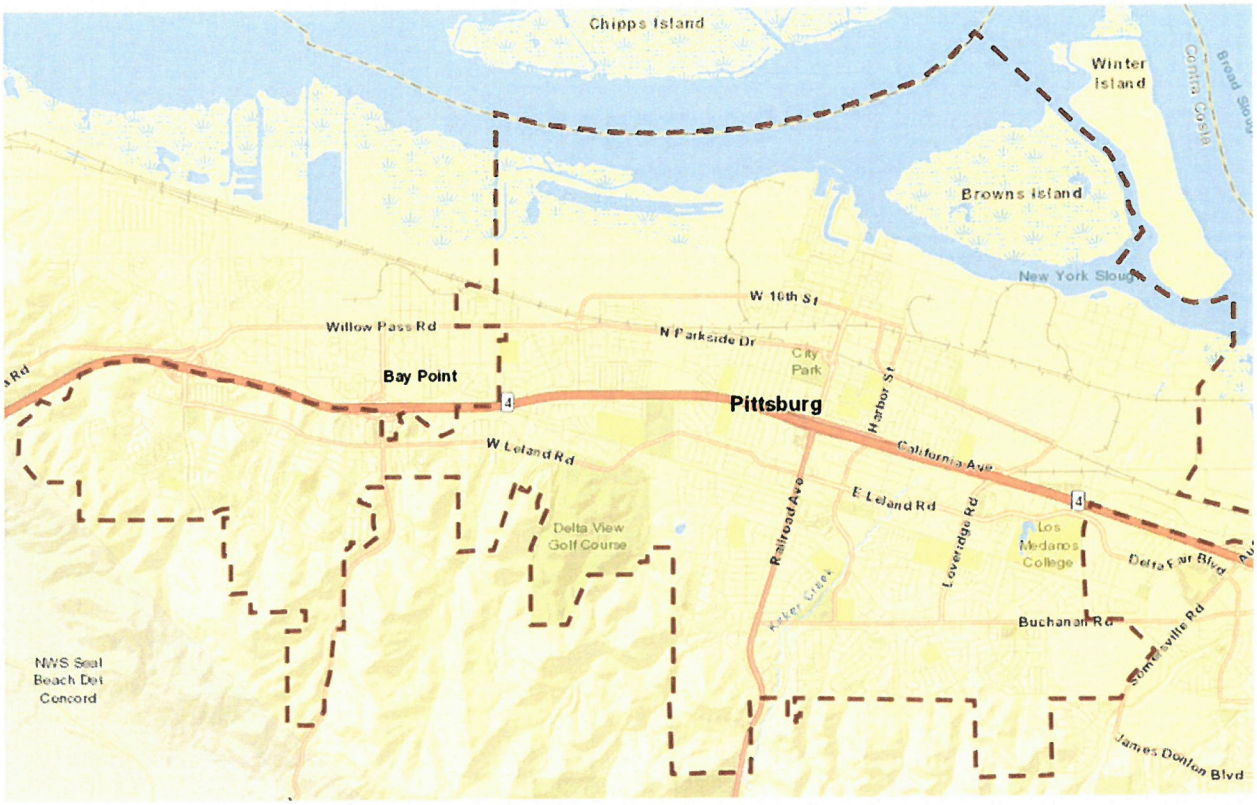
**Estimated Project Cost:**
$376,800

**Project Limits:**
West Leland Road, from Railroad Avenue to Montevideo Drive (entire project limits)

**Funding Sources**
Eligible Funding Sources: Gas Tax, Measure J, IRRF, IE, and Grants
Identified Funding: HSIP $376,800 (100%)

**Project Description:**
This project will install highly reflective thermoplastic double yellow 4-inch centerline stripes with rumble stripes on West Leland Road between Pamelia Way and Montevideo Drive. Thermoplastic centerline stripes to be enhanced by placing reflective markers on top of the thermoplastic striping. Two Way Left Turn Lanes (TWLTL), east of Montevideo, may be omitted from project.

Install six (6) driver speed feedback signage at locations prior to horizontal curves.




# ST-41: ANNUAL CITYWIDE FENCE, SOUNDWALL AND STREETLIGHT REPLACEMENT/INSTALLATION PROJECT

**Project No.**
TBD

**Status:**
Analyzing Priorities

**Estimated Project Cost:**
$100,000 Annually
$500,000 thru term of 5 year CIP

**Project Limits:**
Citywide

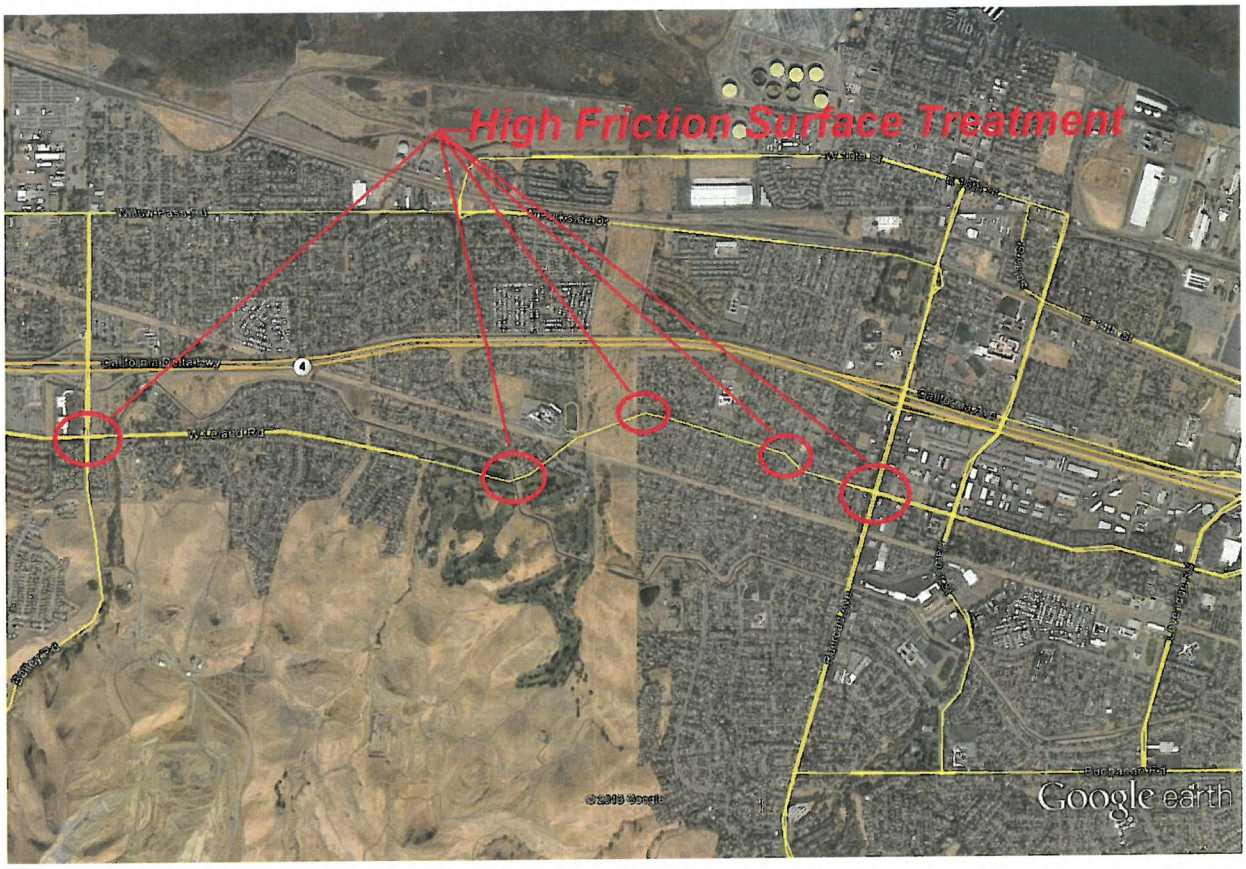
**Funding Sources:**

Eligible Funding Source: Measure J, Gas Tax, RMRA Gas Tax

Identified Funding Source: $100,000 Measure J, $400,000 Future Measure J

**Project Description:**

This project is for the replacement of damaged or deteriorated fencing, sound walls, or streetlights that the City is responsible for maintaining. This project also includes new installations determined to be required for public safety and protection.




# ST-42: WEST LELAND ROAD HIGH FRICTION SURFACE TREATMENT

**Project No.**
TBD

**Status:**
In Design

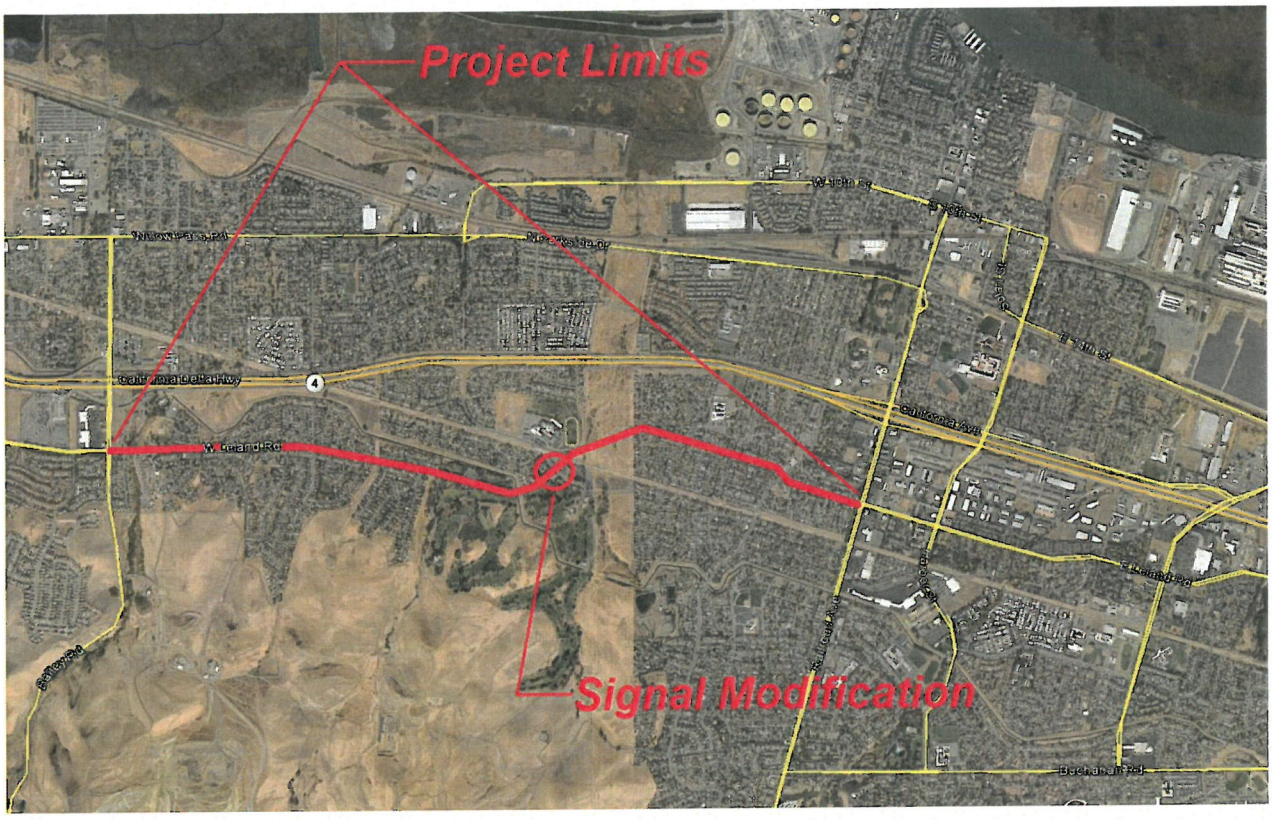
**Estimated Project Cost:**
$718,000

**Project Limits:**
West Leland Road, from Railroad Avenue to Montevideo Drive

**Funding Sources**
Eligible Funding Sources: Gas Tax, Measure J, IRRF, IE, and Grants
Identified Funding: HSIP $547,920 (grant), $60,880 Gas Tax, $110,000 MJ

**Project Description:**
Install High Friction Surface Treatment (FST) at five (5) locations:

1.) Intersection approaches to West Leland Road/Bailey Road
2.) Intersection approaches to West Leland Road/Railroad Avenue
3.) Horizontal curve between Marsh Avenue and Crestview Avenue
4.) Horizontal curve ~900 lf west of West Leland Road/Range Road intersection
5.) Horizontal curve west of West Leland Road/Dover Way.




# ST-43: WEST LELAND ROAD PAVEMENT DELINEATION, WARNING SIGNAGE, HIGH VISIBILITY CROSSWALK IMPROVEMENTS AND TRAFFIC SIGNAL MODIFICATION AT RANGE ROAD

**Project No.**
TBD

**Status:**
In Design

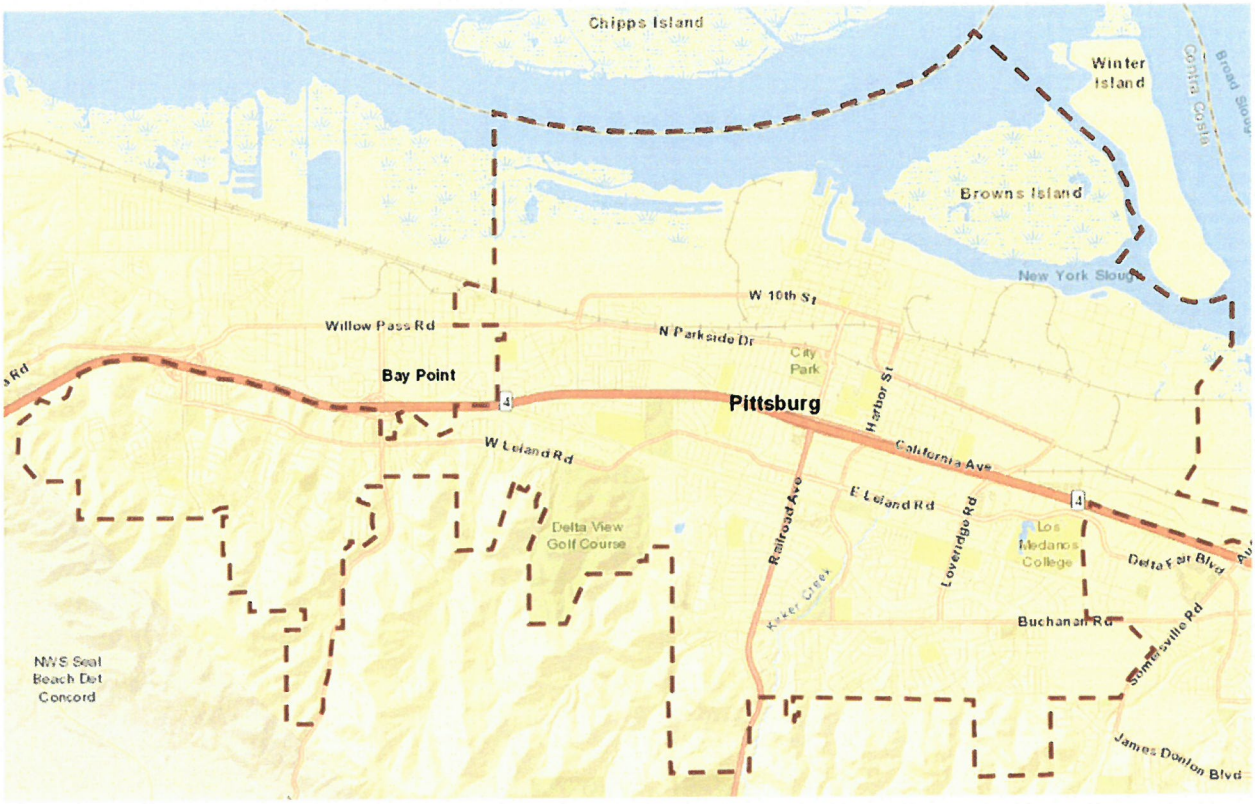
**Estimated Project Cost:**
$265,900

**Project Limits:**
West Leland Road, from Railroad Avenue to Bailey Road

**Funding Sources**
Eligible Funding Sources: Gas Tax, Measure J, IRRF, IE, and Grants
Identified Funding: HSIP $265,900 (100%)

**Project Description:**
Install raised pavement markers and reflectors through intersections to ensure proper lane usage. Install warning signage and reflectors at horizontal curves. Replace existing marked crosswalks with high visibility crosswalks, including advance STOP bars (limit lines).

Modify existing traffic signal system at West Leland Road/Range Road/Golf Club Road intersection by adding a left-turn phase for the Range Road approach.




# ST-44: CITYWIDE SIDEWALK REPLACEMENT PROJECT

**Project No.**
TBD

**Status:**
Awaiting Funding

**Estimated Project Cost:**
$85,000

**Project Limits:**
Various locations citywide

**Funding Sources**

Eligible Funding Source: Measure J
Identified Funding Source: none

**Project Description:**
This annual project will replace damaged sidewalk and reduce trip hazards throughout the City.

# ST- 45: 2021/22 CITYWIDE TRAFFIC CALMING PROJECT

**Project No.**
TBD

**Status:**
Funded

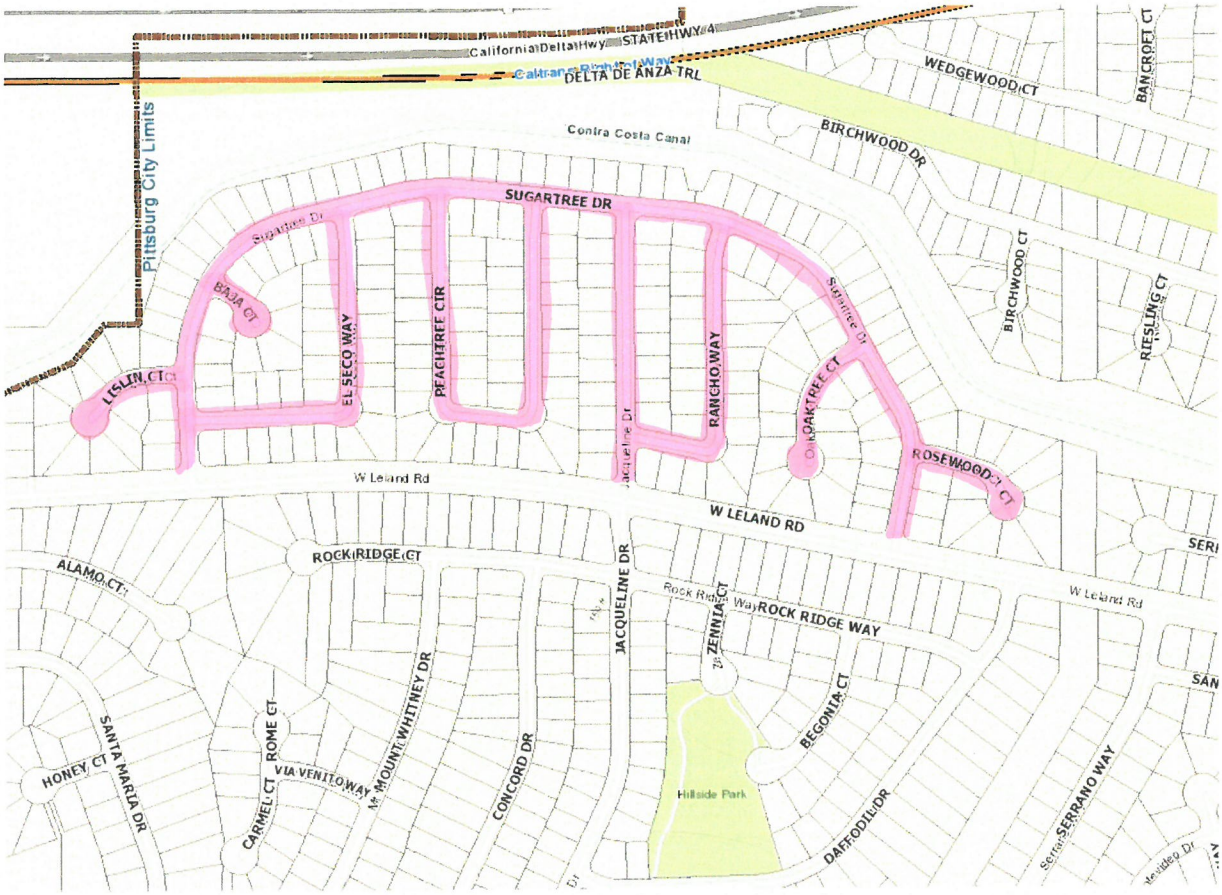
**Estimated Project Cost:**
$50,000

**Project Limits:**
Citywide

**Funding Sources:**
Eligible Funding Source: Gas Tax, Measure J, Grant Funding, Gas Tax RMRA
Identified Funding: $50,000 Measure J

**Project Description:**

This project will construct speed humps and other traffic calming improvements at locations throughout the City to be determined through an application process or by City Staff. This will be managed through the Traffic Section of the Engineering Division.




# ST-47: 2020/21 STREET MAINTENANCE PROJECT

**Project No.**
TBD

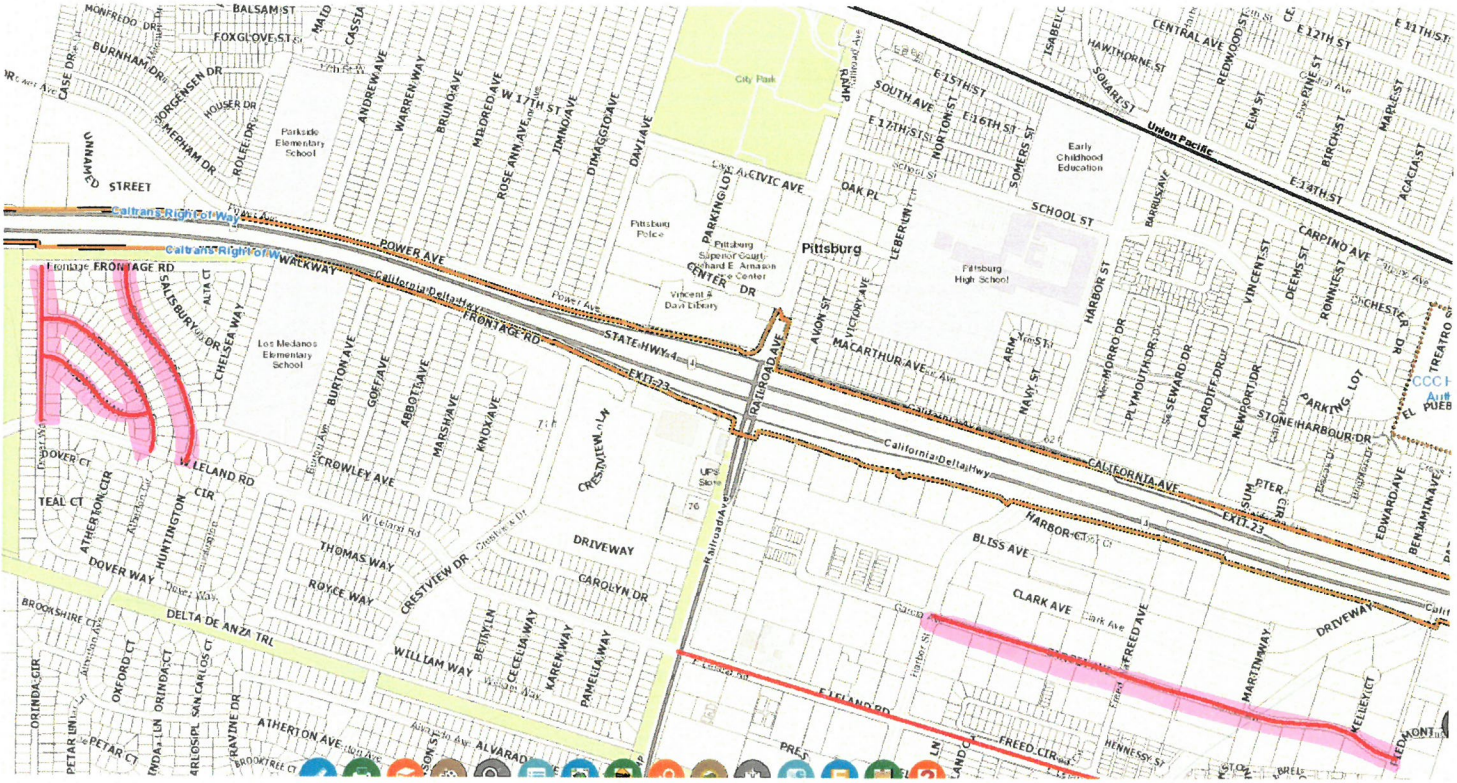
**Status:**
Projected Funding for FY 20/21

**Estimated Project Cost:**
$350,000

**Project Limits:**
Sugartree Dr, Lislin Ct, El Seco Way, Baja Ct, Peachtree Cir, Jacqueline Dr (north), Rancho Way, Oaktree Ct, Rosewood Ct

**Funding Sources:**
Eligible Funding Source: Gas Tax
Identified Funding Source: $350,000 HUTA, $50,000 RMRA

**Project Description:**
This project will be determined based on use of the Pavement Management System (PMS) and Staff input. The project will use a variety of pavement management techniques including, slurry seal, patch paving, three-layer treatment, and crack sealing as appropriate to extend the useful life of the roadway.




# ST-48: 2021/22 STREET MAINTENANCE PROJECT

**Project No.**
TBD

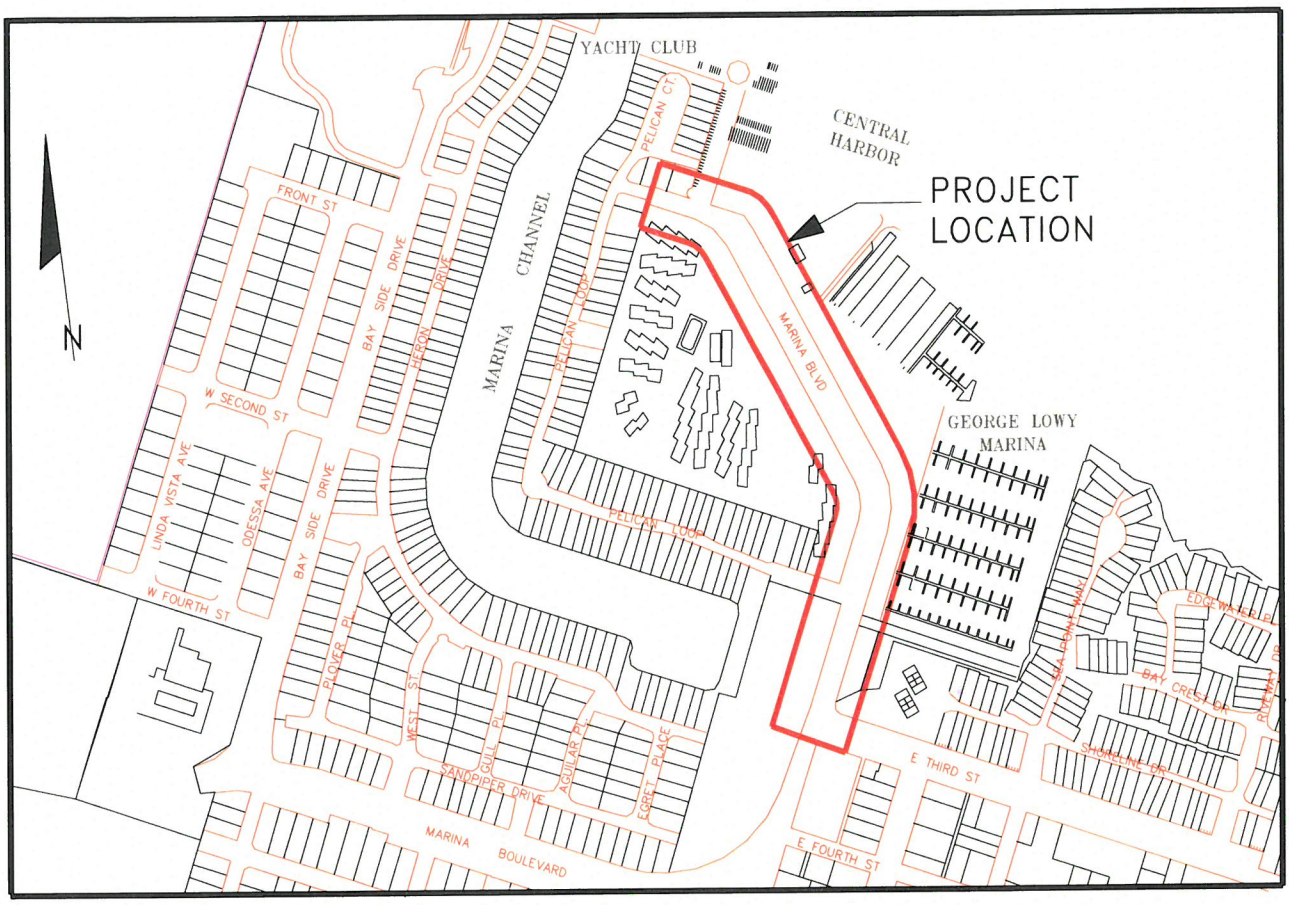
**Status:**
Projected Funding for FY21/22

**Estimated Project Cost:**
$400,000

**Project Limits:**
Covington Dr, Ashbury Way, Dover Way, Arlington Dr, Garcia Avenue (Piedmont to Harbor)

**Funding Sources:**
Eligible Funding Source: Gas Tax
Identified Funding Source: $400,000 HUTA

**Project Description:**
This project will be determined based on use of the Pavement Management System (PMS) and Staff input. The project will use a variety of pavement management techniques including, slurry seal, patch paving, base failures, and crack sealing as appropriate to extend the useful life of the roadway.




## ST-49: MARINA BOULEVARD IMPROVEMENTS (Marina Master Plan Phase III)

**Project No.**
TBD

**Status:**
Awaiting Funding

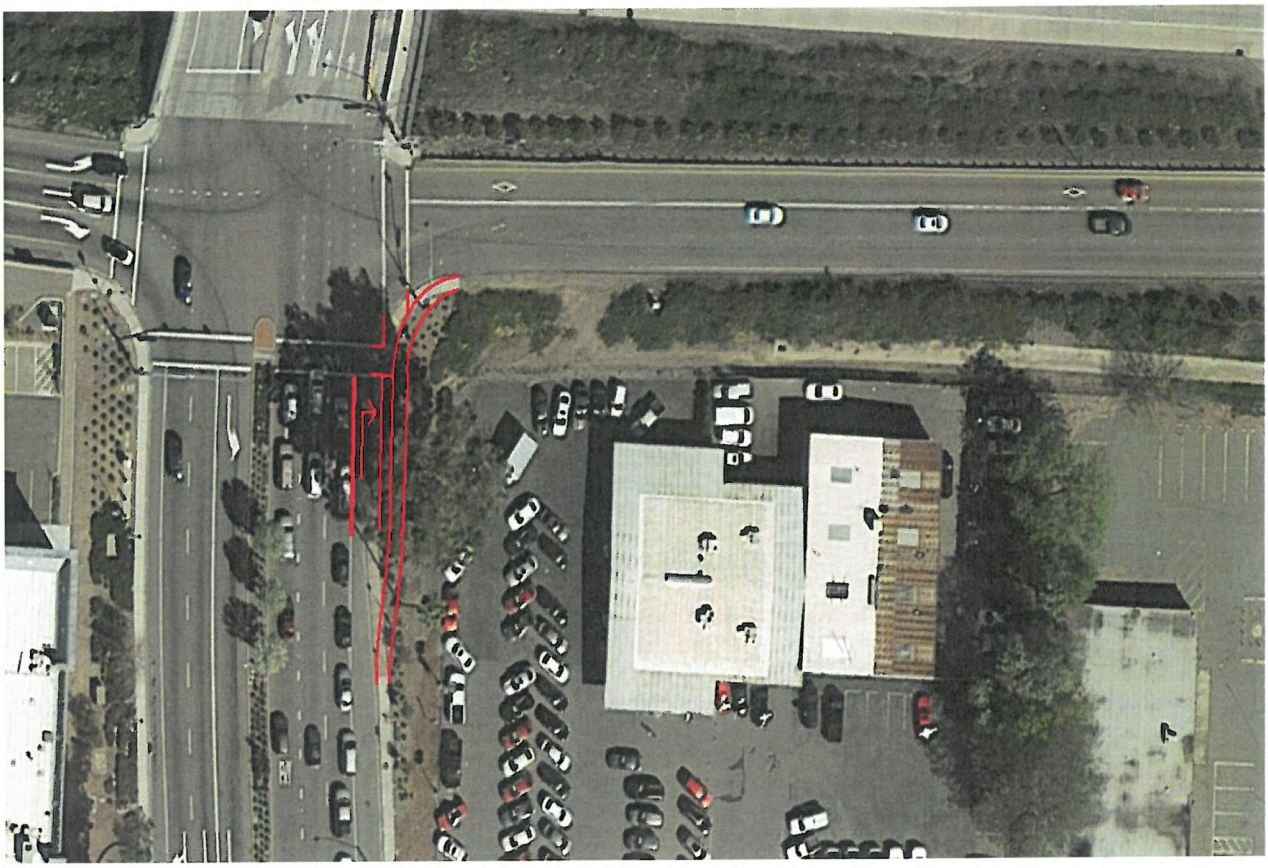
**Estimated Project Cost:**
$1,550,000

**Project Limits:** Marina Boulevard from 3rd Street north

**Funding Sources:**

Eligible Funding Source: Grants
Identified Funding: None

**Project Description:**
Reconfiguration of Marina Boulevard to reduce the number of travel lanes from 4 to 2, and add diagonal parking and green streets improvements to treat surface stormwater runoff.



## ST-50: RAILROAD AVENUE NORTHBOUND RIGHT-TURN LANE AT HIGHWAY 4

**Project No.**
**TBD**

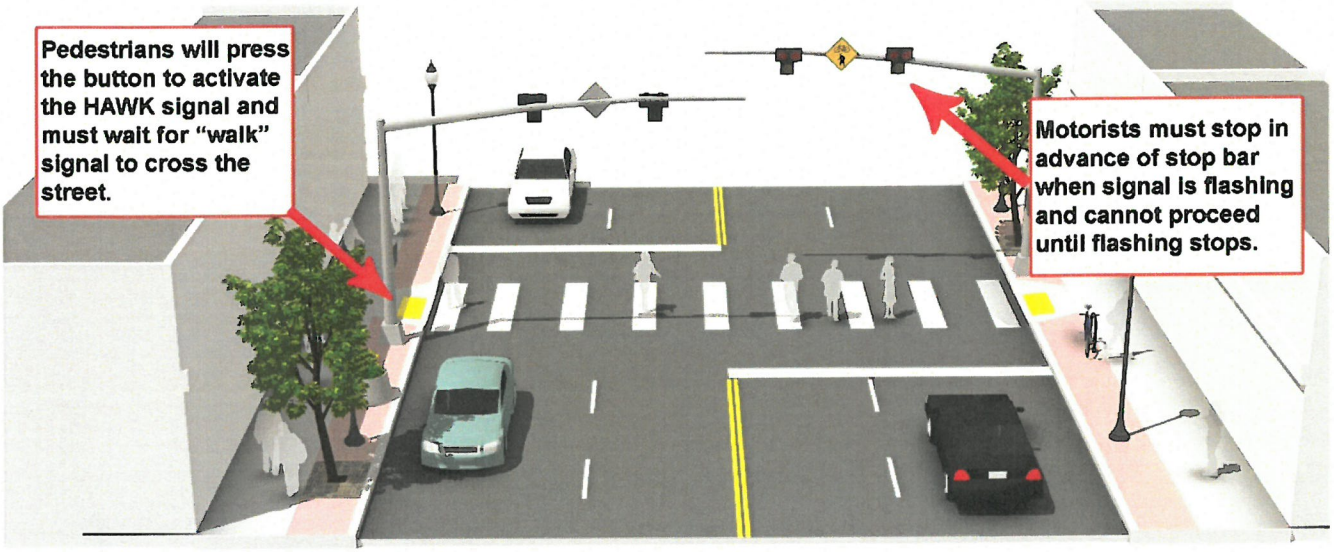
**Status:**
Awaiting funding

**Estimated Project Cost:**
$300,000

**Project Limits:**
Railroad Avenue (northbound only), from Bliss Avenue to State Route 4 eastbound on-ramp

**Funding Sources:**
TBD

**Project Description:**
Widen northbound Railroad Avenue approach to State Route 4 eastbound on-ramp to allow for an exclusive 100 LF right-turn lane. This widening may necessitate removal of a eucalyptus tree and relocation of two 1-B traffic signal poles.




## ST- 51: STONEMAN AVENUE PEDESTRIAN IMPROVEMENTS

**Project No.**
3115

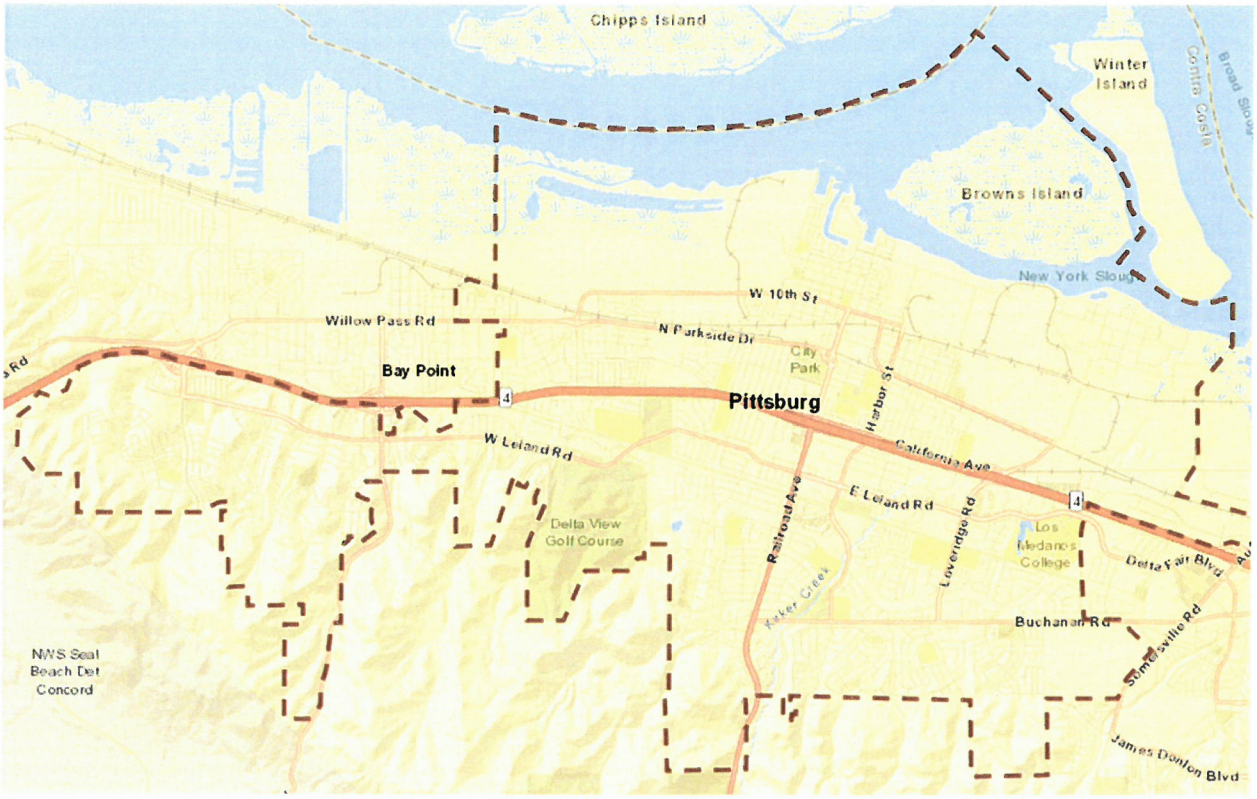
**Status:**
Design

**Estimated Project Cost:**
$880,000

**Project Limits:**
Three intersections on Stoneman Avenue (Briarcliff Drive, Meadowbrook Circle, Meadowbrook Avenue)

**Funding Sources**
Eligible Funding Source: Gas tax, Measure J, SR2S
Identified Funding: $880,000 HSIP-8

**Project Description:**
Upgrade intersection pavement markings/signage and install pedestrian HAWK signals for existing crosswalks at three intersections on Stoneman Avenue (Meadowbrook Avenue, Meadowbrook Circle, and Briarcliff Drive). Install dynamic/variable speed warning signs along Stoneman Avenue.




# ST- 52: ANNUAL CITYWIDE STRIPING & SIGNAGE PROJECT

**Project No.**
TBD

**Status:**
Funded

**Estimated Project Cost:**
$50,000 annually
$250,000 thru term of 5 year CIP

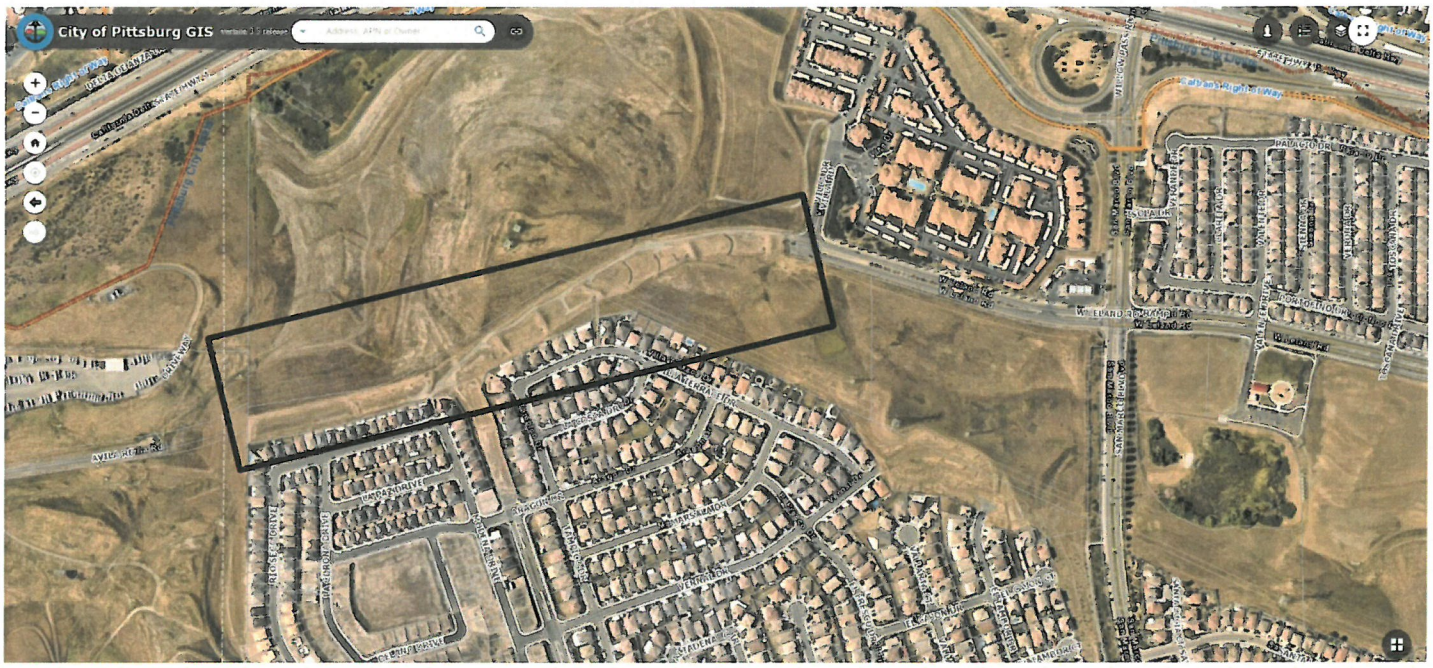
**Project Limits:**
Citywide

**Funding Sources:**
Eligible Funding Source: Gas tax, Measure J, RMRA Gas Tax

Identified Funding: $100,000 HUTA $200,000 Future

**Project Description:**

This project will provide funding to complete new installation of signing and striping improvements or removal and replacement of existing signing and striping at locations Citywide. Priority for locations will be determined by Public Works and Engineering Departments.




## ST-55: W. LELAND ROAD EXTENSION (PHASE IIB & PHASE III)

**Project No.**
3011

**Status:**
Construction of Phase IIB

**Estimated Project Cost:**
$10,000,000

**Project Limits:**
Villa Drive to Santa Theresa Phase IIB, Santa Teresa to Avila Road

**Funding Sources:**

Eligible Funding Source: TMF/Developer Identified Funding: $50,000 LTMF (plan check)

**Project Description:**
This project will extend W. Leland Road from San Marco Boulevard to Avila Road. The new road will be 4 lanes with a raised median and sidewalks. The project will accommodate bicycle facilities where appropriate. 68% TMF Eligible.

## ST-56: SAN MARCO BOULEVARD (SR4 to Bailey Road)

**Project No.**
TBD

**Status:**
Awaiting funding.

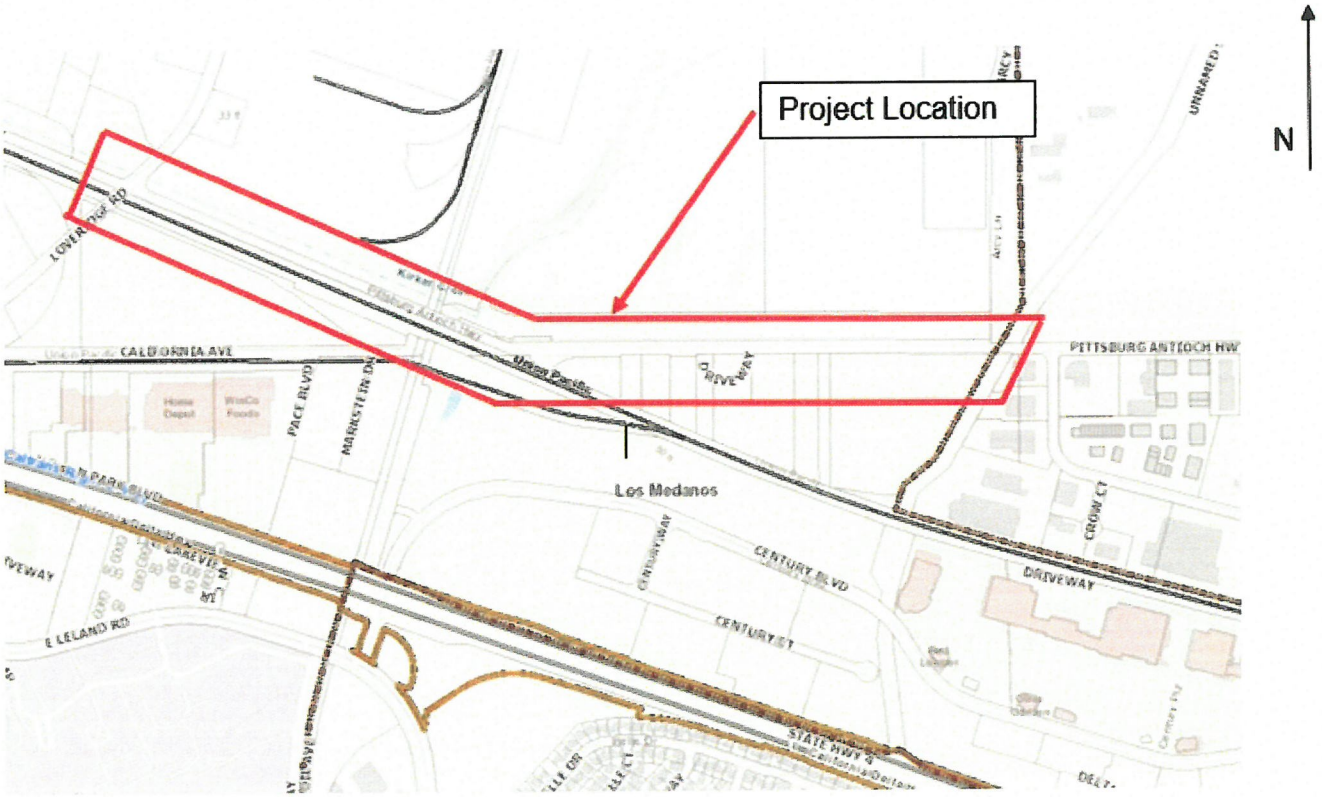
**Estimated Project Cost:**
$14,038,000

**Project Limits:**
Southwest area of Pittsburg

**Funding Sources:**

Eligible Funding Source: TMF/Developer
Identified Funding: $100,000 LTMF

**Project Description:**
The project will extend San Marco Boulevard to Bailey Road. The new roadway will accommodate bicycle facilities where appropriate. The project is 79% TMF eligible.




## ST-57: PITTSBURG-ANTIOCH HIGHWAY WIDENING

**Project No.**
To be determined

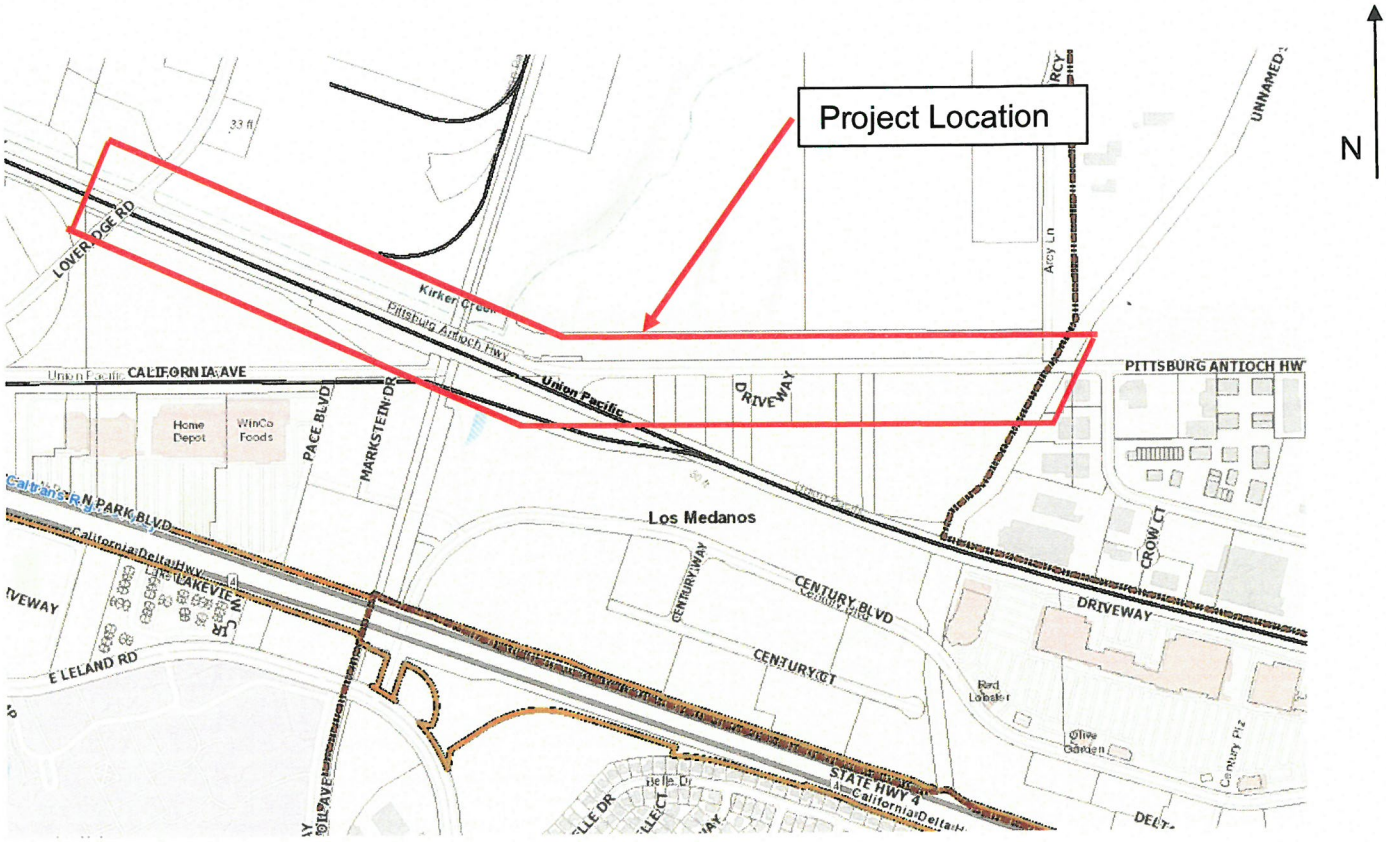
**Status:**
Awaiting funding (local and regional fees) and/or frontage development to occur

**Estimated Project Cost:**
$11,070,000

**Project Limits:**
Pittsburg-Antioch Highway, from Loveridge Road to eastern City limits at Arcy Lane.

**Funding Sources**
Eligible Funding Source: LTMF (80%), PRTDIM, Measure J, Gas Tax Revenues, Grants, Developer
Identified Funding Source: None

**Project Description:**
This project will widen Pittsburg-Antioch Highway from 2-lanes to 4-lanes. The project will accommodate bicycle facilities where appropriate. Roadway widening to accommodate a center storage lane for left-turns in front of businesses (2WLTL) is provided under CIP Item ST-58. The regional project limits for widening Pittsburg-Antioch Highway to 4-lanes extend to Somersville Road in the City of Antioch. 81% TMF eligible.




# ST-58: PITTSBURG-ANTIOCH HIGHWAY TWO-WAY LEFT TURN LANES

**Project No.**
TBD

**Status:**
Awaiting funding.

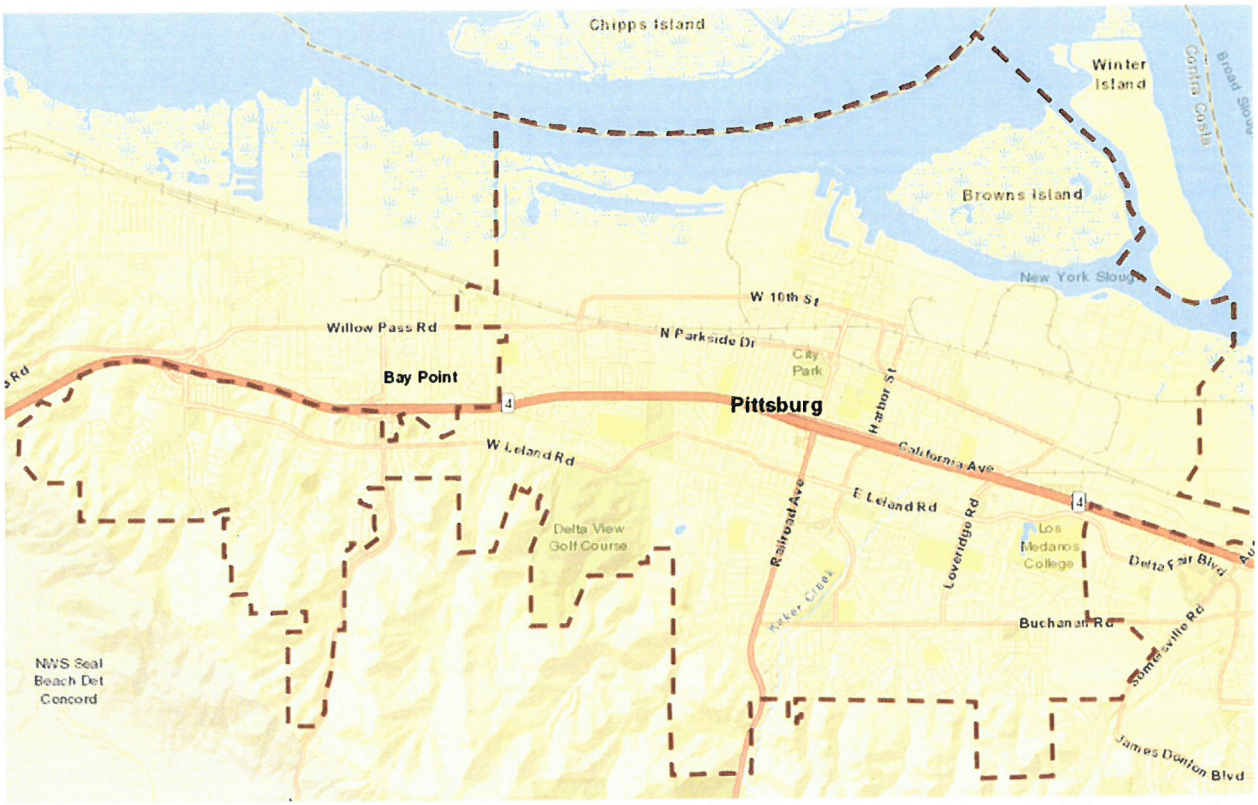
**Estimated Project Cost:**
$300,000

**Project Limits:**
Section of Pittsburg-Antioch Highway between Loveridge Road and Arcy Lane

**Funding Sources:**

Eligible Funding Source: Developer, TMF
Identified Funding: TBD

**Project Description:**
This project will construct a two-way left turn lane for businesses located along Pittsburg-Antioch Highway between Loveridge Road and Arcy Lane. The project will accommodate bicycle facilities where appropriate. This project may be constructed as development occurs prior to a larger widening project. 81% TMF eligible.




# ST-59: SB1 2022/23 PAVEMENT MANAGEMENT PROJECT

**Project No.**
TBD

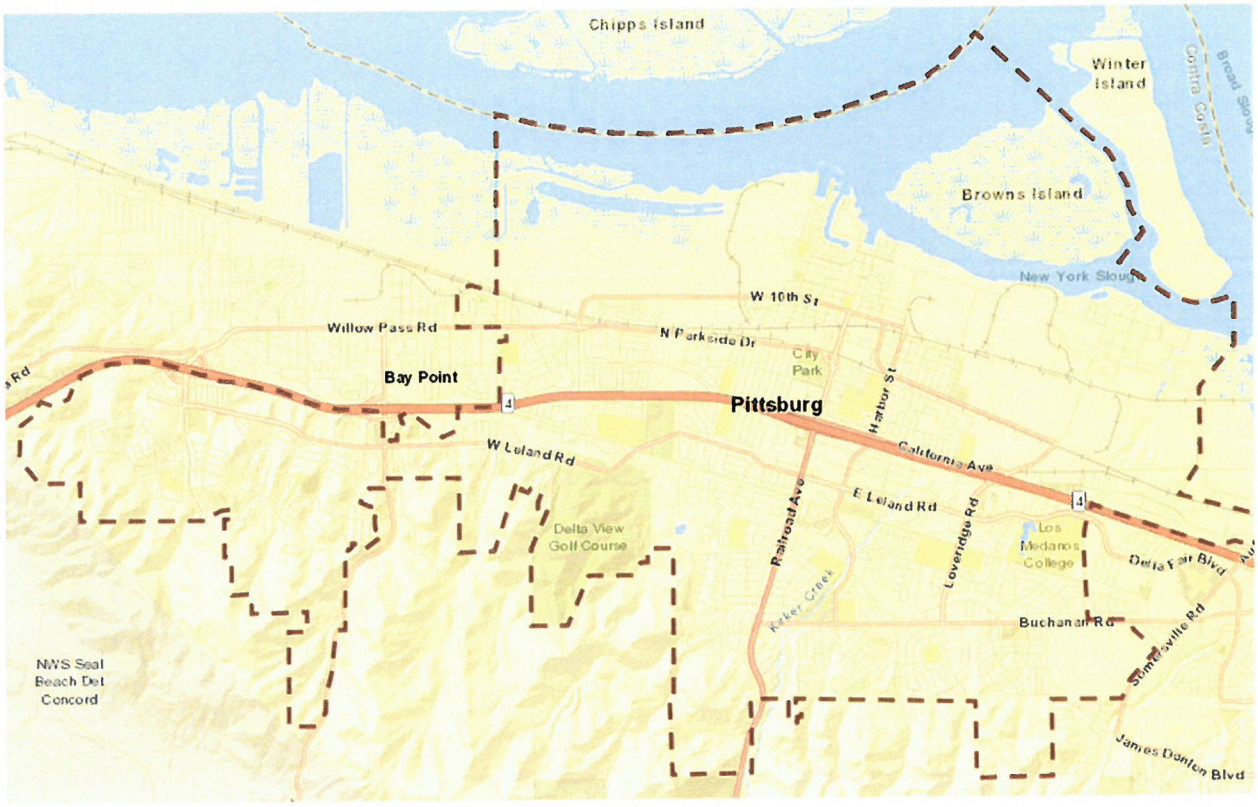
**Status:**
2022/23 Allocation $950,000

**Estimated Project Cost:**
$950,000

**Project Limits:**
To be determined.

**Funding Sources**
Eligible Funding Sources: Gas Tax, Measure J, RMRA
Identified Funding: $950,000 RMRA

**Project Description:**
The project will use a variety of pavement management techniques including, slurry seal, patch paving, pavement overlay, pavement inlay, pavement reconstruction, base failure repairs and crack sealing as appropriate to extend the useful life of the roadway.




# ST-60: 2022/23 STREET MAINTENANCE PROJECT

**Project No.**
TBD

**Status:**
2022/23 Allocation $400,000

**Estimated Project Cost:**
$400,000

**Project Limits:**
TBD

**Funding Sources**
Eligible Funding Sources: Gas Tax, Measure J, RMRA
Identified Funding: $400,000 Gas Tax

**Project Description:**

This project will be determined based on use of the Pavement Management System (PMS) and Staff input. The project will use a variety of pavement management techniques including, slurry seal, patch paving, pavement overlay, pavement inlay, pavement reconstruction, and crack sealing as appropriate to extend the useful life of the roadway.

## ST-62: CALIFORNIA AVENUE WIDENING PHASE III (Harbor Street to Railroad Avenue)

**Project No.**
TBD

**Status:**
Awaiting funding

**Estimated Project Cost:**
$10,035,000

**Project Limits:**
From Harbor Street to Railroad Avenue

**Funding Sources**

Eligible Funding Source: TMF
Identified Funding Source: TBD

**Project Description:**
This project includes obtaining right-of-way, constructing drainage improvements and widening California Avenue. This project will provide two lanes in each direction from Railroad Avenue to Harbor Street. Re-alignment of California Avenue will be required when the proposed west bound State Route 4 offramp is constructed. 96% TMF eligible.

# ST-63: MARINA BOULEVARD/BLACK DIAMOND STREET/EAST FIFTH STREET INTERSECTION IMPROVEMENTS

**Project No.**
TBD

**Status:**
Awaiting funding and/or development

**Estimated Project Cost:**
$95,000

**Project Limits:**
Intersection of Marina Blvd./Black Diamond St./E. Fifth St., and its approaches

**Funding Sources**

Eligible Funding Source: Measure J, Gas Tax Revenues, Grants (TLC), Development
Identified Funding Source: None

**Project Description:**
This project will realign the intersection and its approaches to more closely resemble a conventional grid pattern street layout, similar to the surrounding downtown streets and blocks. This will allow additional area for a parking structure to be constructed at the Marina Parking lot site (located on the northwest corner of the intersection).

# ST-64: LINSCHEID DRIVE TRAFFIC CALMING

**Project No.**
To be determined

**Status:**
To be designed, awaiting funding

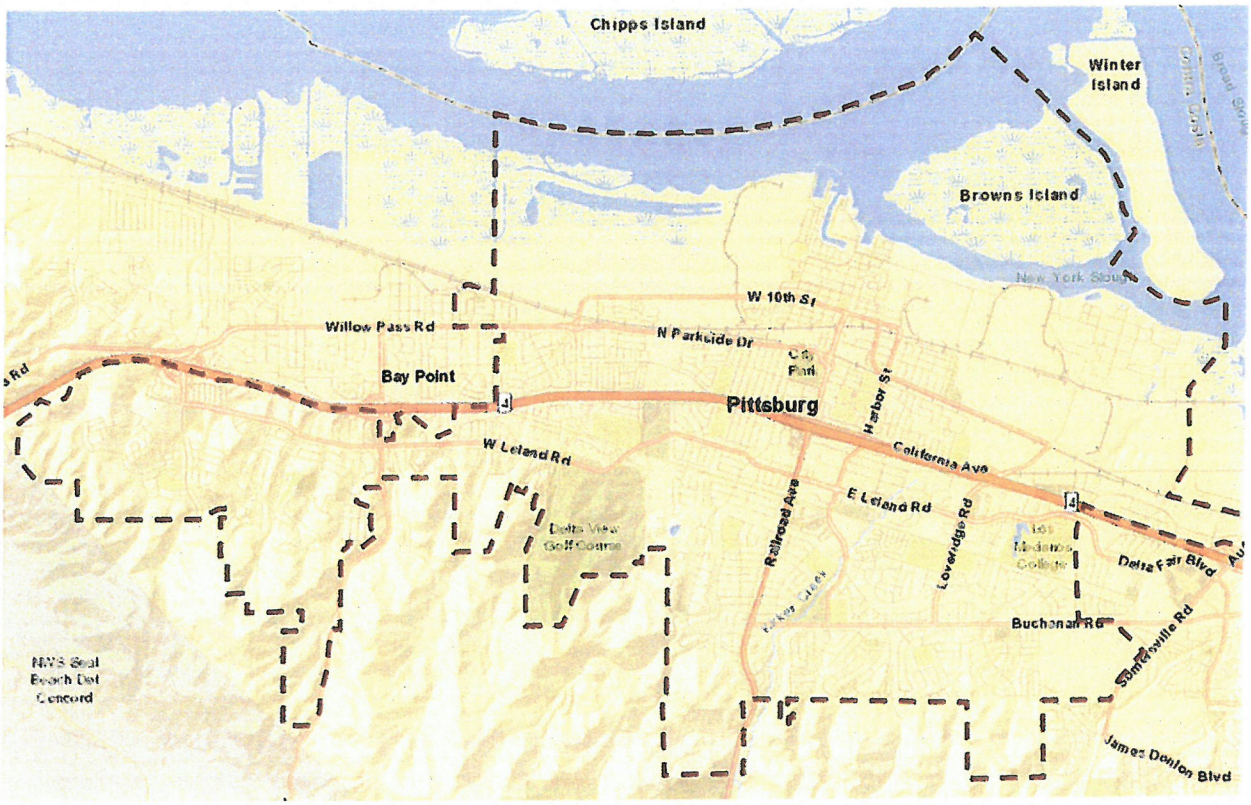
**Estimated Project Cost:**
$100,000

**Project Limits:**
Intersection of Linscheid Dr., Ramona St., and Madoline St., and its approaches

**Funding Sources**

Eligible Funding Source: Measure J, Gas Tax Revenues, Grants (TETAP for design)
Identified Funding Source: None

**Project Description:**
This project will realign the intersection and its approaches to meet current standards as a neighborhood traffic calming measure that will follow the City's adopted Traffic Calming Policy. The existing intersection is too wide to properly channel traffic and invites motorists to drive on the wrong side of the road when cutting corners to make a turn. Among the options under consideration is installation of traffic circles at this offset intersection. Additional investigation is necessary to determine what measure should be implemented.




# ST-67: SCHOOL AREA PEDESTRIAN COUNTDOWN SIGNALS

**Project No.**
TBD

**Status:**
Awaiting Funds

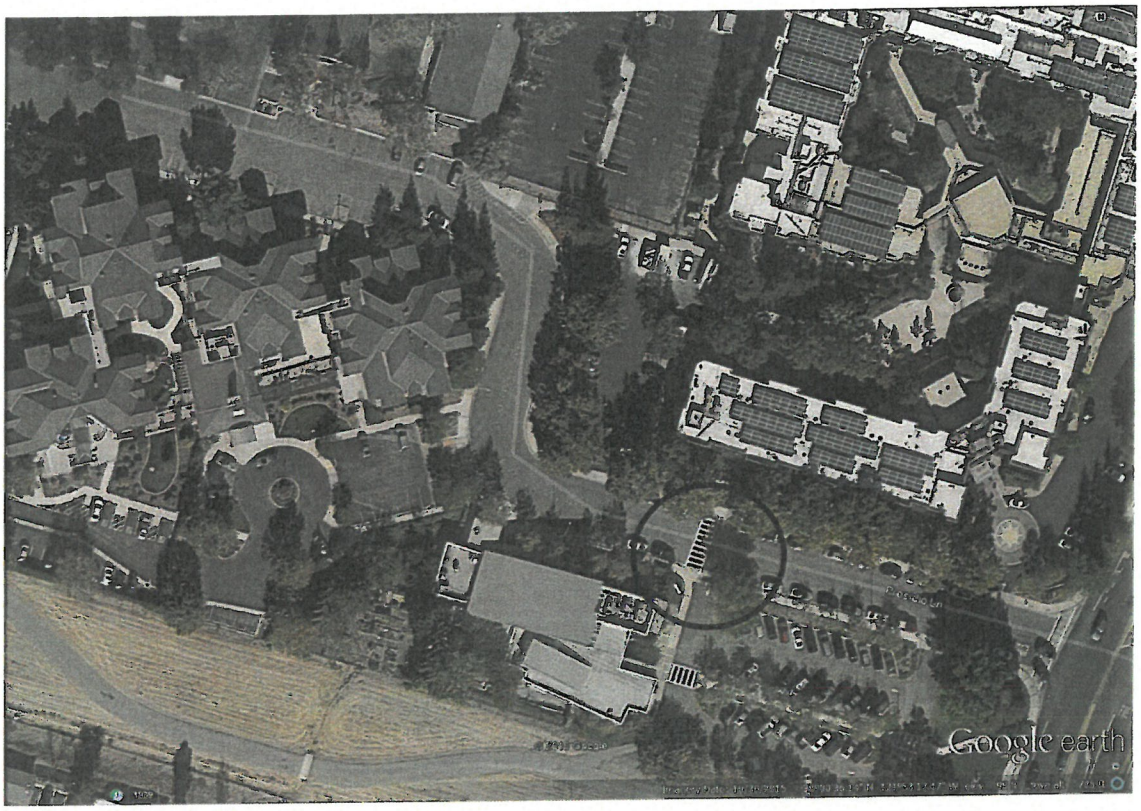
**Estimated Project Cost:**
$100,000

**Project Limits:**
Various intersections located near target schools (citywide)

**Funding Sources**
Eligible Funding: TBD
Identified Funding: None

**Project Description:**
This project will install pedestrian countdown signal heads at 18 signalized intersections with a high pedestrian volume located near target schools. This project also includes an educational outreach program for student pedestrians and parents to suggest routes to and from eight elementary schools and two junior high schools.

Intersections Include: W. Leland@Crestview, W. Leland@Railroad, Railroad@West, W. Leland@Dover, W. Leland@Burton, Harbor@Buchanan, Harbor@Yosemite, Loveridge@E. Leland, Loveridge@Delta DeAnza Trail, Loveridge@Stoneman, Loveridge@Ventura, Loveridge@Buchanan, Willow Pass@Loftus, Harbor@School, Railroad@Civic, Railroad@Power, San Marco@W. Leland




# ST-69: PRESIDIO LANE PEDESTRIAN SAFETY IMPROVEMENTS

**Project No.**
TBD

**Status:**
Awaiting funds

**Estimated Project Cost:**
$ 25,000

**Project Limits:**
Presidio Lane crosswalk between Senior Center and Stoneman Village senior housing

**Funding Sources**
Eligible Funding: TBD
Identified Funding: None

**Project Description:**
This project will enhance pedestrian safety at the crosswalk across Presidio Lane between the Senior Center and Stoneman Village senior housing.

# ST-72: WILLOW PASS ROAD CLASS III BICYCLE FACILITY

**Project No.**
TBD

**Status:**
Awaiting Funds

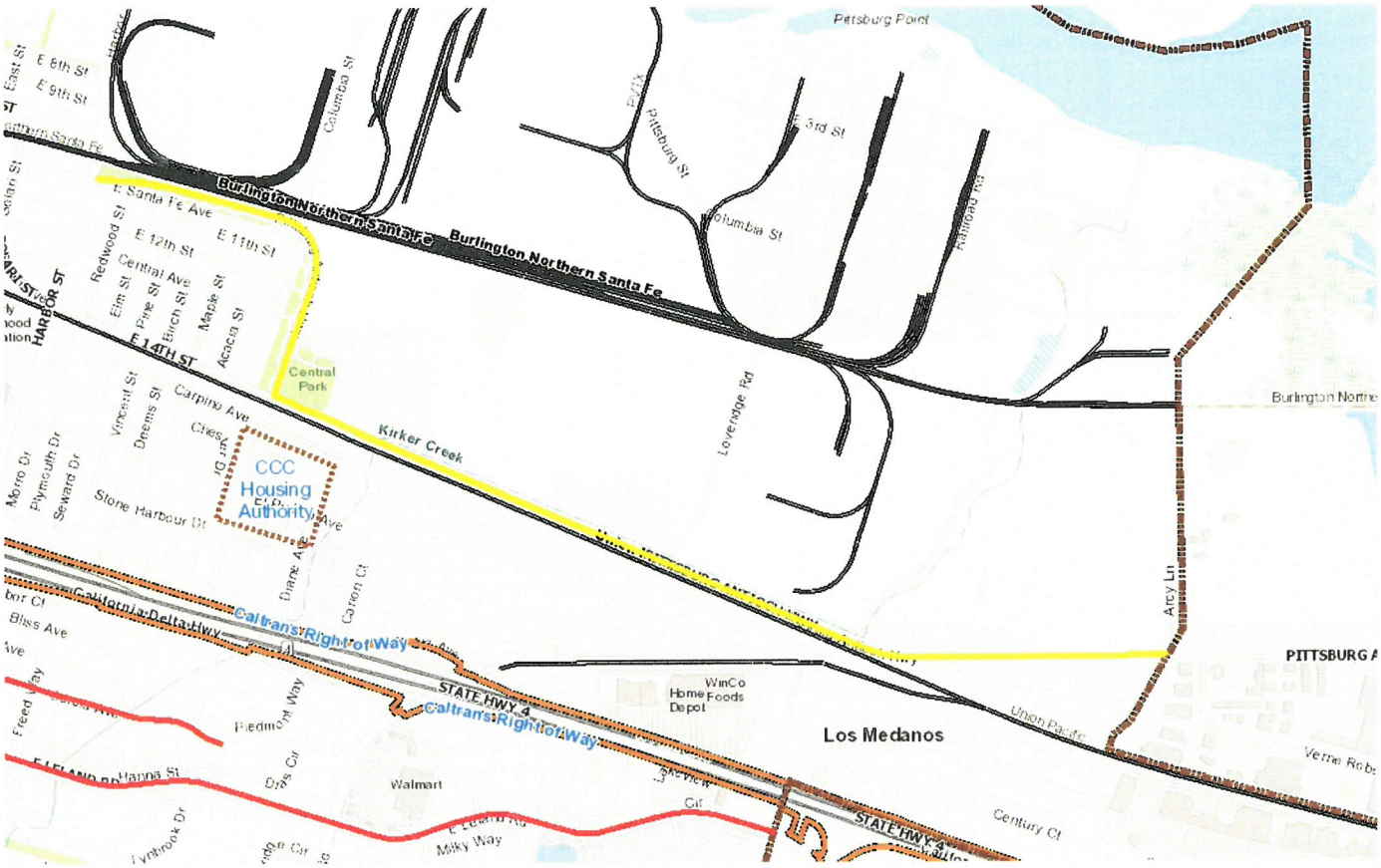
**Estimated Project Cost:**
$ 200,000

**Project Limits:**
Willow Pass Road from West Tenth Street to Union Pacific Railroad Crossing

**Funding Sources**
Eligible Funding: TBD

Identified Funding: None

**Project Description:**
This project includes widening, signing and striping Willow Pass Road to provide a Class III bicycle facility from West 10th Street to the Union Pacific Railroad crossing. The project will include construction of 8' shoulders east and west bound along the entire length of Willow Pass Road.




# ST- 73: PATCH PAVING, SEALING & STRIPING

**Project No.**
TBD

**Status:**
2019/20 Allocation: $500,000

**Estimated Project Cost:**
$500,000

**Project Limits:**
Pittsburg Antioch Hwy from Harbor Street to Arcy Lane

**Funding Sources:**
Eligible Funding Source: Gas Tax, SB-1 Gas Tax (RMRA) Measure J, General Fund (GF)
Identified Funding: $500,000 GF

**Project Description:**

This project is for preventative maintenance aimed at mitigating future failures of streets and street segments. The locations and priorities are determined by Public Works and Engineering staff with guidance from the City's Pavement Management Program.

For 2019/20, the following arterial street segment has been identified:

- Pittsburg Antioch Hwy from Harbor Street to Arcy Lane

# ST-95: INTERSECTION GEOMETRIC IMPROVEMENTS (BAILEY ROAD & WEST LELAND ROAD)

**Project No.**
TBD

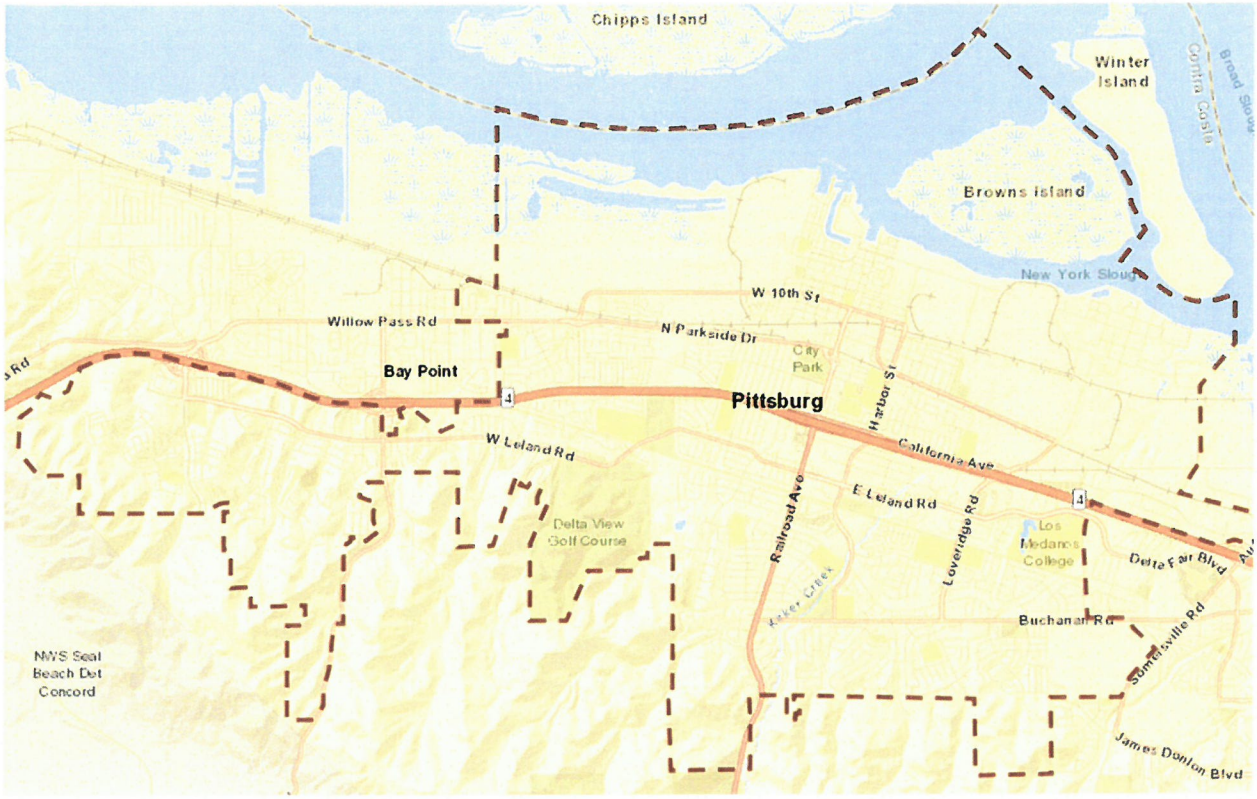
**Status:**
Awaiting funding

**Estimated Project Cost:**
$3,000,000

**Project Limits:**
West Leland Road between Bailey Road and Oak Hills Drive

**Funding Sources**
Eligible Funding Sources: LTMF, Developer Fair Share
Identified Funding: None

**Project Description:**
The project provides for geometric improvements on the eastbound approach to the intersection Bailey Road & West Leland Road. The scope of work contemplated includes widening of the eastbound approach to add a second left-turn lane and an exclusive right-turn lane on the eastbound approach. It is intended that the geometry will accommodate a Class 2 bike lanes. The improvements will add capacity on the eastbound approach, provide for more efficient signal timing, improve intersection level of service, and reduce queuing on the eastbound leg of the intersection. The geometric improvements will require right-of-way acquisition and construction of retaining walls along the north and south sides of West Leland Road between Bailey Road and Oak Hills Drive.




# ST-96: CITYWIDE ARTERIAL MEDIAN CONVERSION PROJECT

**Project No.**

**Status:**
2019/20 Allocation $25,000

**Estimated Project Cost:**
$25,000 FY 19/20 and
$30,000 annually thereafter
$145,000 thru term of 5-year CIP

**Project Limits:**
Arterial Streets Citywide

**Funding Sources**

Eligible Funding Source: Measure J
Identified Funding Source: $145,000 Measure J

**Project Description:**

The locations and priorities are determined by staff in order to provide adequate areas for maintenance staff working within the medians on arterial streets.

# ST-98: 2019/20 STREET MAINTENANCE PROJECT

**Project No.**
TBD

**Status:**
2019/20 Allocation $322,427

**Estimated Project Cost:**
$322,427

**Project Limits:**
Highland Meadows (street segments as shown below

**Funding Sources:**
Eligible Funding Source: Gas Tax
Identified Funding Source: $150,000 HUTA, $172,427 RMRA

**Project Description:**
This project was determined based on use of the Pavement Management System (PMS) and Staff input. The project will use the three-layer pavement treatment on the residential streets in the Highland Meadows neighborhood.

Those streets/street segments include the following:

- Cypress Way from Norine Drive to Woodland Drive
- Roundhill Drive from Woodland Drive to Norine Drive
- Woodland Drive from Norine Drive to Roundhill Drive

# ST-99: SB1 2019/20 PAVEMENT MANAGEMENT PROJECT

**Project No.**

**Status:**
2019-20 Allocation: $895,000

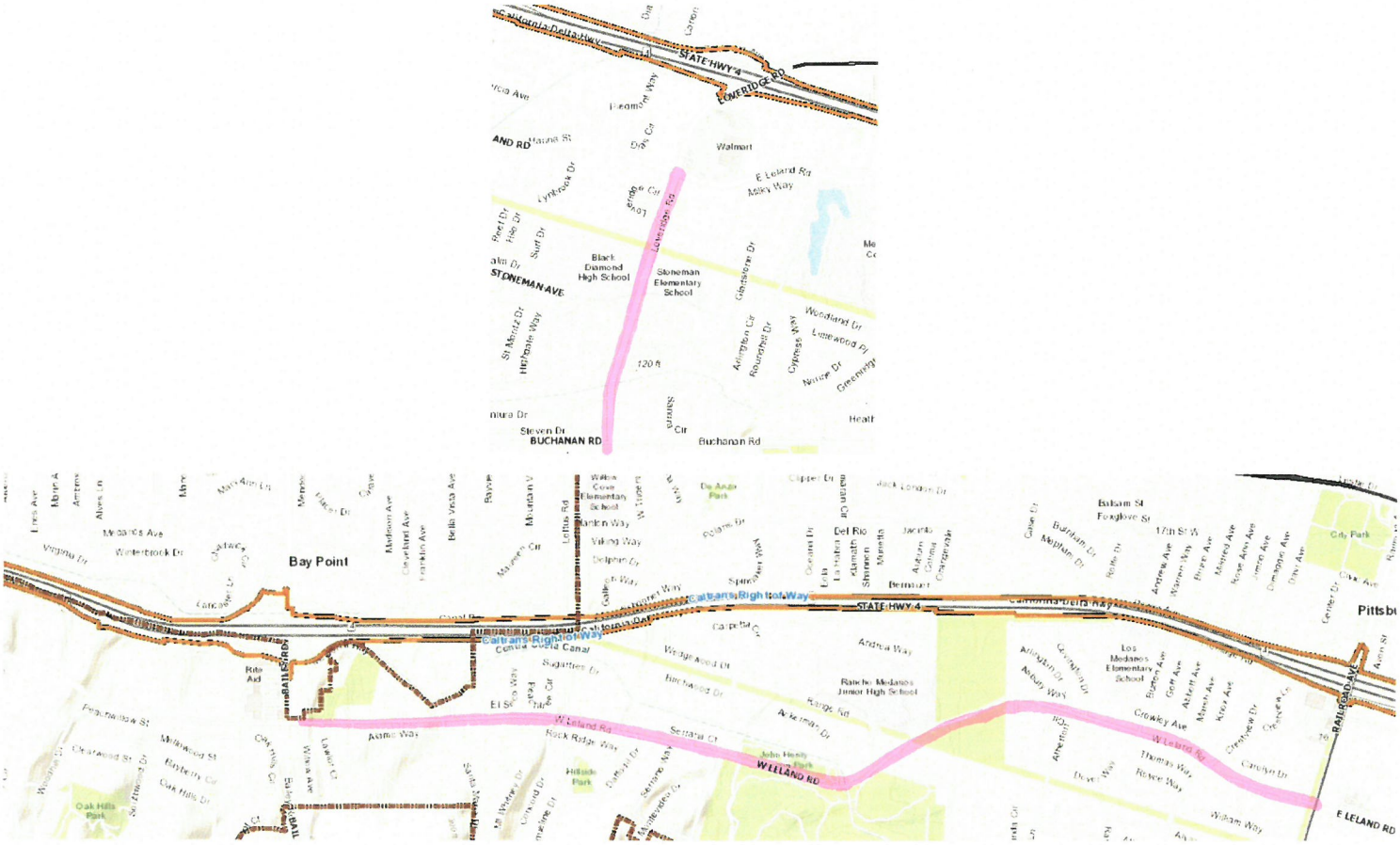
**Estimated Project Cost:**
$895,000

**Project Limits:**
West Leland Road – Jacqueline Drive to Railroad Avenue (locations determined by HSIP 7 Project)

**Funding Sources:**
Eligible Funding Sources: Gas Tax, SB-1 Gas Tax (RMRA), Measure J
Identified Funding: $895,000 RMRA

**Project Description:**

This project will repair particular locations on West Leland Road from Railroad Avenue to Jacqueline Drive in preparation for the HSIP 7 project that is scheduled for construction early 2020. The project will use a variety of pavement management techniques including slurry seal, patch paving, pavement overlay/inlay, pavement reconstruction and crack sealing as appropriate to extend the useful life of the roadway.




# ST-100: 2020/21 STP/OBAG II PAVEMENT IMPROVEMENT PROJECT

**Project No.**

**Status:**
2019/20 Allocation $180,000

**Estimated Project Cost:**
$2,590,000

**Project Limits:**
West Leland Road – South Broadway to Railroad Avenue
Loveridge Road –East Leland Road to Buchanan Road

**Funding Sources:**
*Eligible Funding Sources:* Gas Tax, SB-1 Gas Tax (RMRA), Measure J, One Bay Area Grant (OBAG) II/STP
*Identified Funding:* $2,410,000 OBAG II/S, $180,000 RMRA

**Project Description:**

This project will rehabilitate the roadway on West Leland Road from Woodhill Drive to Railroad Avenue and Loveridge Road from East Leland Road to Buchanan Road. The project will use a variety of pavement management techniques including crack sealing, base repairs, patch paving, milling, geosynthetics, and other treatments as appropriate to extend the useful life of the roadway.

## ST- 101: 2022/23 TRAFFIC CALMING PROJECT

**Project No.**
TBD

**Status:**
2022/23 Allocation $50,000

**Estimated Project Cost:**
$50,000

**Project Limits:**
Citywide

**Funding Sources**
Eligible Funding Source: HUTA, Measure J, SR2S, RMRA

Identified Funding: $50,000 Measure J

**Project Description:**
This project will construct speed humps and other traffic calming improvements at locations to be determined through an application process or by City Staff. This will be managed through the Traffic Section of the Engineering Division.

## ST- 102: 2023/24 TRAFFIC CALMING PROJECT

**Project No.**
TBD

**Status:**
2023/24 Allocation $50,000

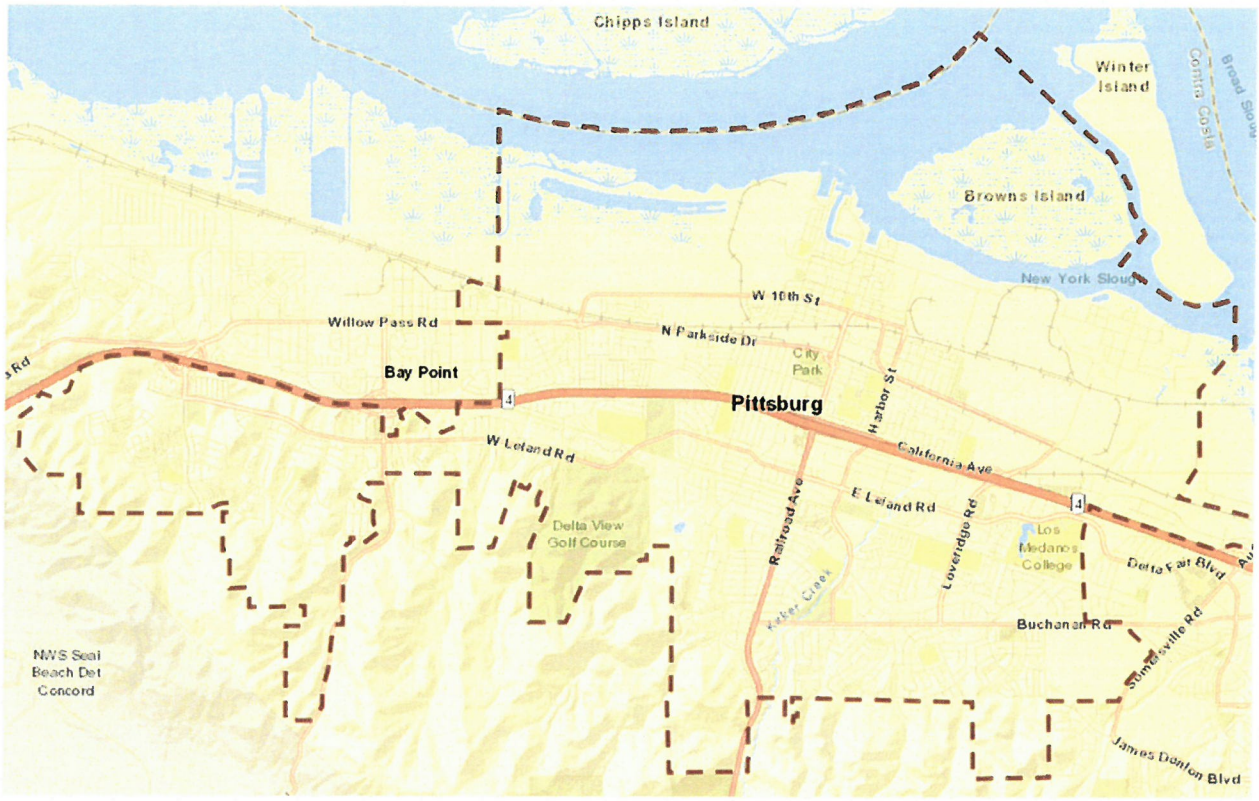
**Estimated Project Cost:**
$50,000

**Project Limits:**
Citywide

**Funding Sources**
Eligible Funding Source: HUTA, Measure J, SR2S, RMRA

Identified Funding: $50,000 Measure J

**Project Description:**
This project will construct speed humps and other traffic calming improvements at locations to be determined through an application process or by City Staff. This will be managed through the Traffic Section of the Engineering Division.




# ST-103: SB-1 2023/24 PAVEMENT MANAGEMENT PROJECT

**Project No.**

**Status:**
2023/24 Allocation: $974,000

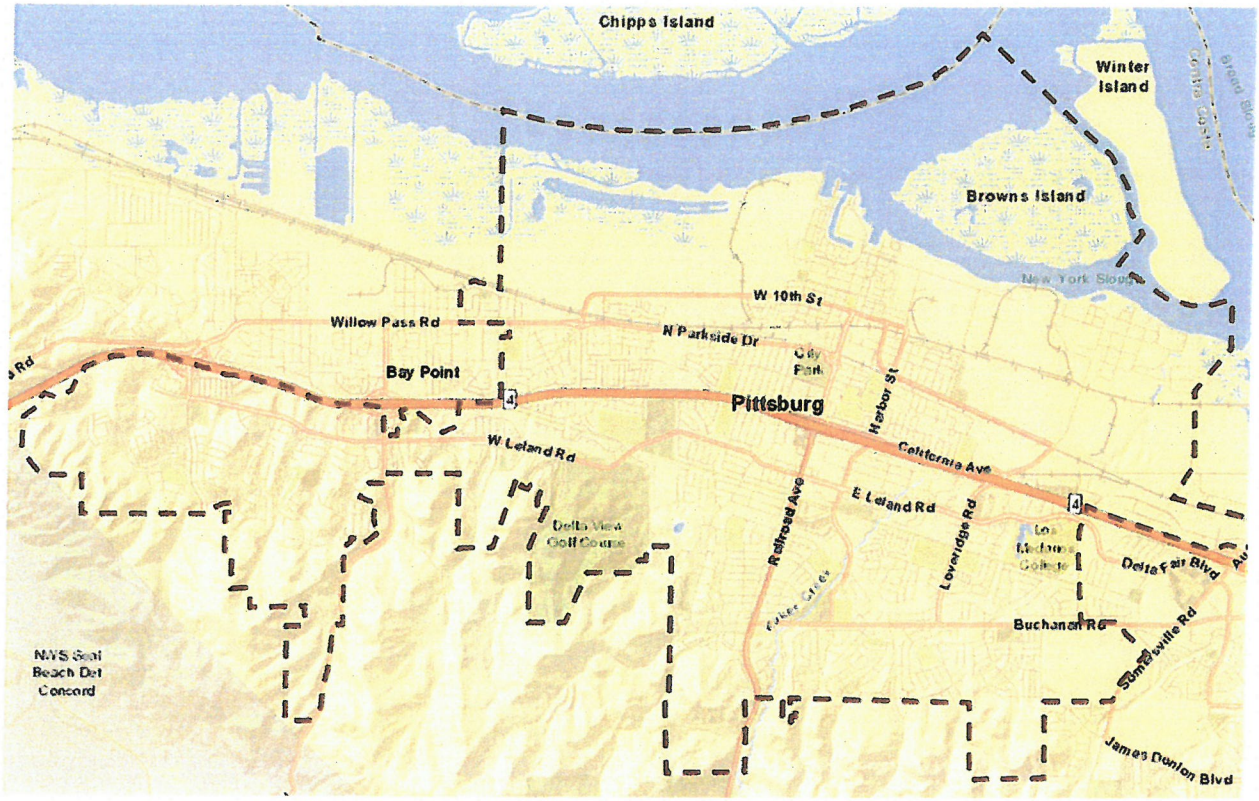
**Estimated Project Cost:**
$974,000

**Project Limits:**
To Be Determined

**Funding Sources:**
Eligible Funding Sources: Gas Tax, SB-1 Gas Tax (RMRA), Measure J
Identified Funding: $974,000 RMRA

**Project Description:**

The project will use a variety of pavement management techniques including slurry seal, patch paving, pavement overlay/inlay, base failures, pavement reconstruction and crack sealing as appropriate to extend the useful life of the pavement.




# ST-104: 2023/24 STREET MAINTENANCE PROJECT

**Project No.**
TBD

**Status:**
Projected Funding for FY 23/24

**Estimated Project Cost:**
$400,000

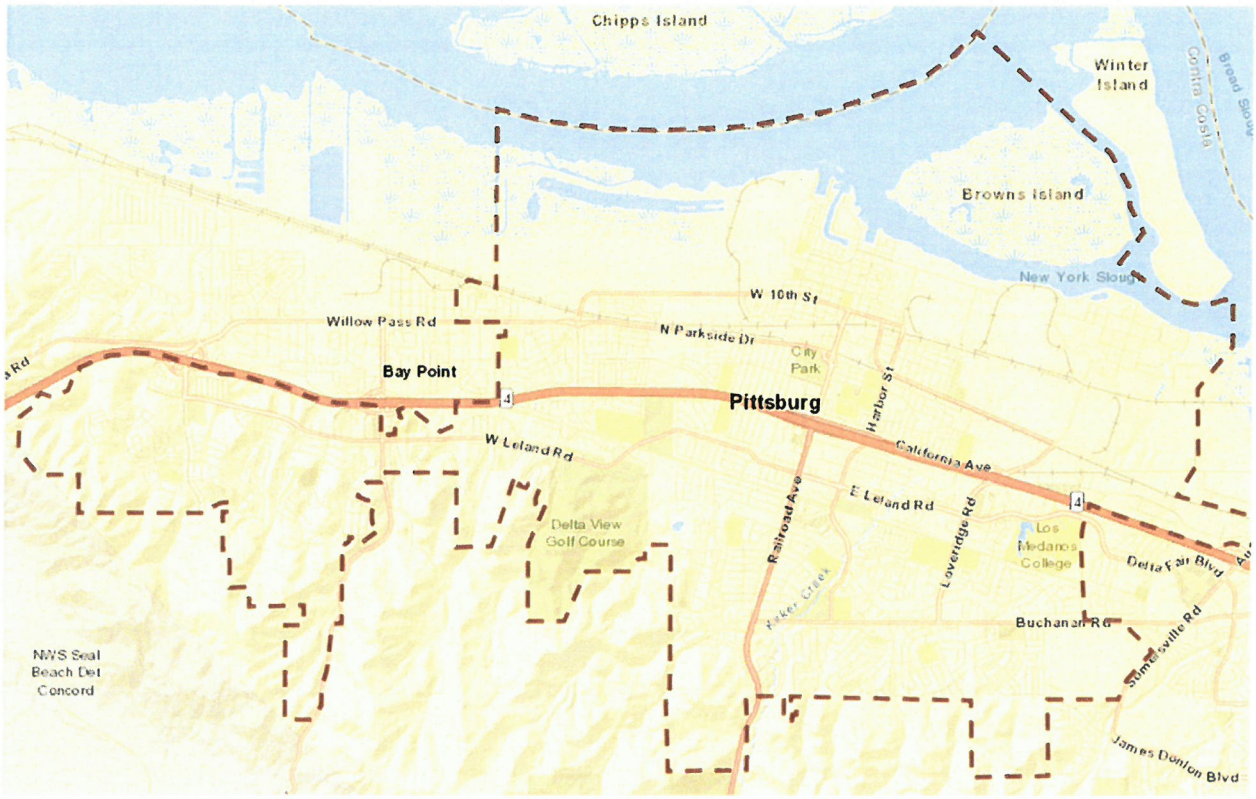
**Project Limits:**
TBD

**Funding Sources**
Eligible Funding Sources: Gas Tax, Measure J, RMRA
Identified Funding: $400,000 HUTA

**Project Description:**

This project will be determined based on use of the Pavement Management System (PMS) and Staff input. The project will use a variety of pavement management techniques including, slurry seal, patch paving, pavement overlay, pavement inlay, pavement reconstruction, and crack sealing.

# SIGNAL PROJECTS




# S-2: STREET NAME SIGN LED CONVERSION

**Project No.**
TBD

**Status:**
Awaiting Funding

**Estimated Project Cost:**
$200,000

**Project Limits:**
Citywide

**Funding Sources:**
Eligible Funding: TBD

Identified Funding: None

**Project Description:**
This project will remove and replace 128 fluorescent street name signs with LED signs to improve visibility and increase energy efficiency.

# S-4: SIGNAL AT HARBOR STREET/STONEMAN AVENUE

**Project No.**
TBD

**Status:**
Awaiting funding

**Estimated Project Cost:**
$300,000

**Project Limits:**
Harbor Street intersection at Stoneman Avenue

**Funding Sources**
Eligible Funding Source: Measure J
Identified Funding: None

**Project Description:**
This project will design and construct a fully actuated traffic signal at the intersection of Harbor Street and Stoneman Avenue. The project will replace existing all-way stop controls at this intersection.

## S-6: TRAFFIC SIGNAL MODIFICATION @ KIRKER PASS ROAD & PHEASANT DRIVE

**Project No.**

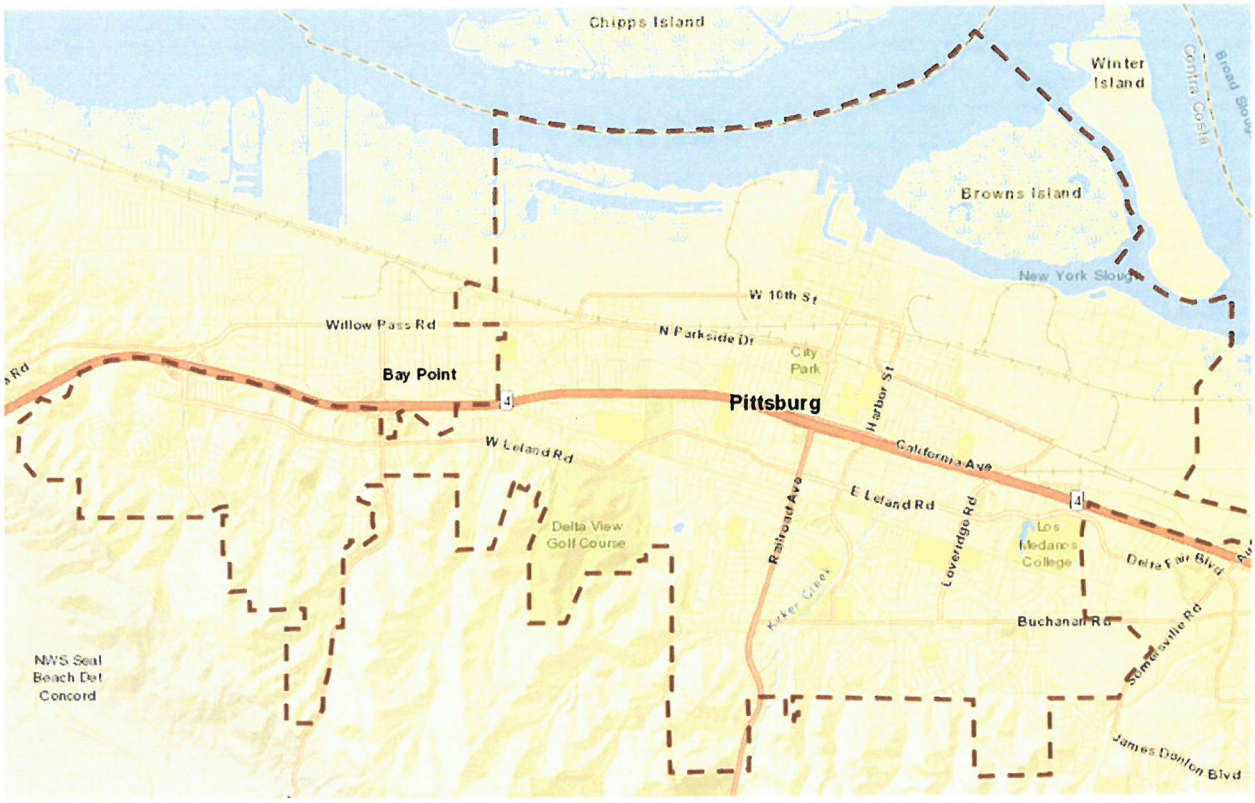
**Status:**
Awaiting funding

**Estimated Project Cost:**
$50,000 TBD

**Project Limits:**
Kirker Pass Road at Pheasant Drive

**Funding Sources:**
TBD

**Project Description:**
Relocate existing north-south marked crosswalk further east. Relocate 1-B traffic signal pole (with phases 4 and 6 signal heads and phase 6 pedestrian head and pushbutton) from raised "porkchop" island in northeast corner to behind sidewalk. Remove two raised "porkchop" islands on the eastern corners. Modify raised median on Pheasant Drive to allow ADA pedestrian crossing.




# S-8: 2019/20 TRAFFIC SIGNAL MODIFICATION

**Project No.**
TBD

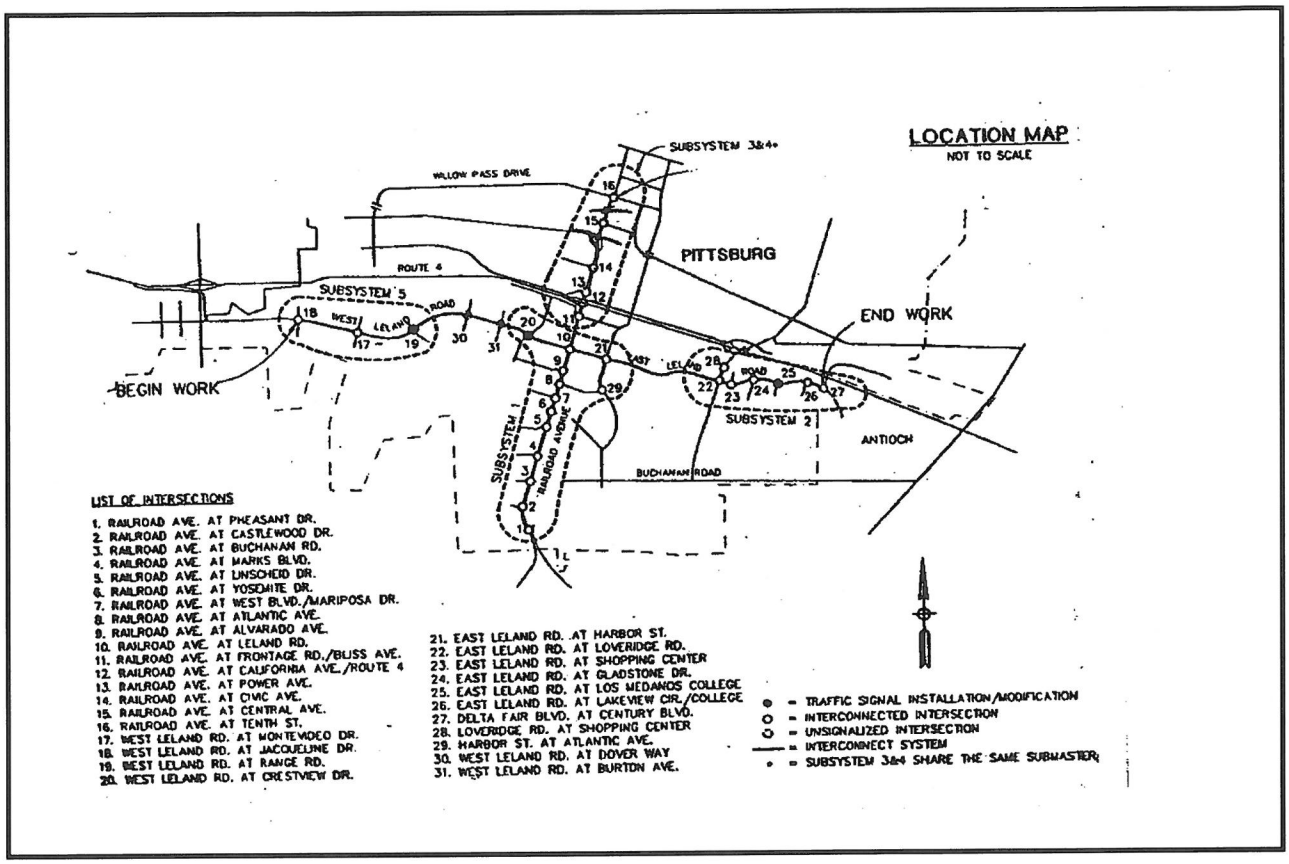
**Status:**
2019/20 Allocation $135,000

**Estimated Project Cost:**
$135,000

**Project Limits:**
Locations Citywide

**Funding Sources**
Eligible Funding: Gas Tax RMRA
Identified Funding: Gas Tax RMRA $135,000

**Project Description:**
This project is to perform on-going traffic signal timing studies, signal timing adjustments and other modifications to existing signals throughout the City. This will provide for improved traffic flow and allow for modernization of outdated signal controller equipment.




# S-9: LELAND ROAD SIGNAL INTERCONNECT

**Project No.**
TBD

**Status:**
Awaiting Funding

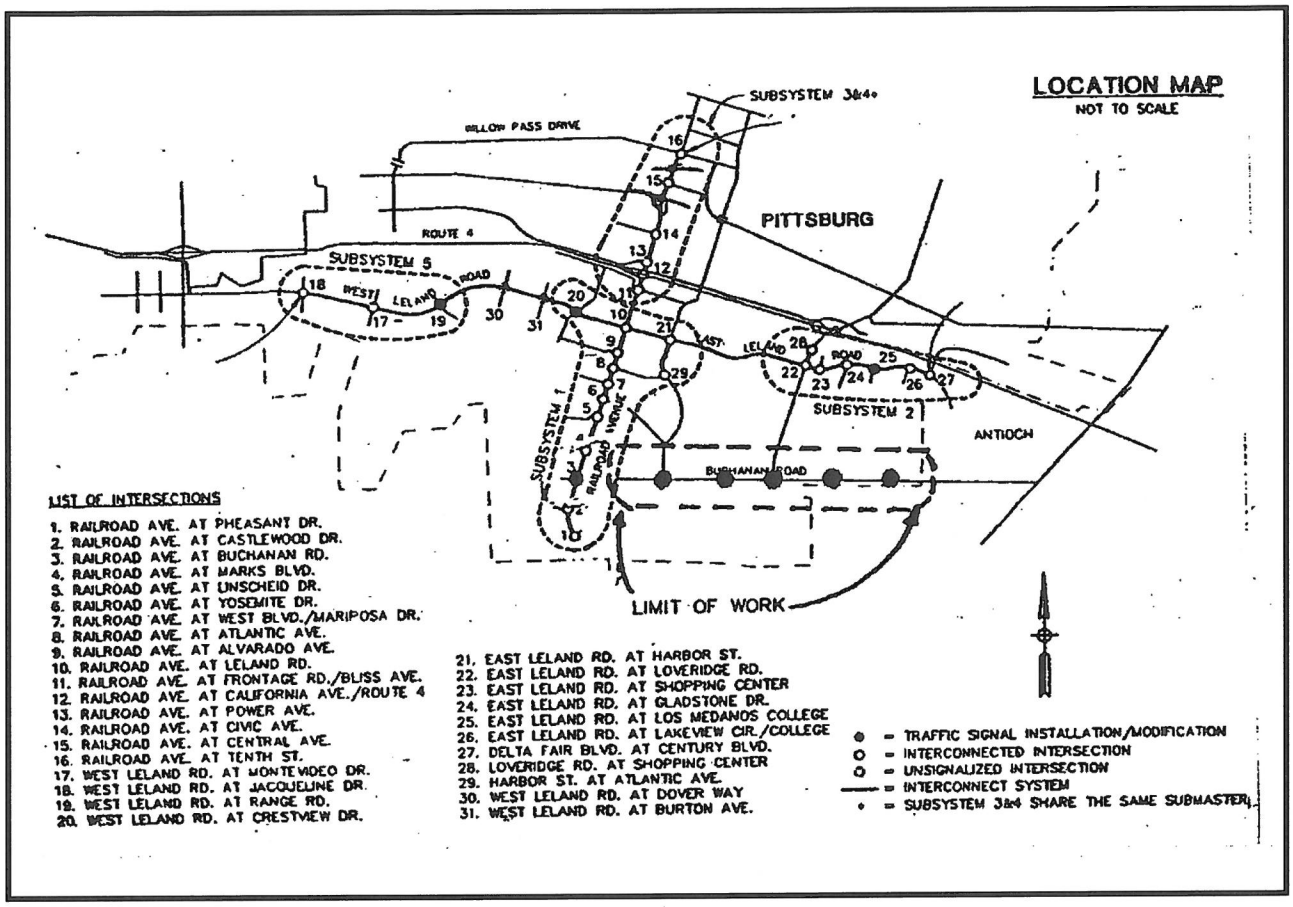
**Estimated Project Cost:**
$380,000

**Project Limits:**
West Leland Road and Bailey Road

**Funding Sources**

Eligible Funding Source: Measure J/TMF
Identified Funding: none

**Project Description:**
This Project will provide for interconnection and retiming of signalized intersections along the Bailey Road & West Leland Road corridors. 75% TMF eligible.




# S-10: BUCHANAN ROAD SIGNAL INTERCONNECT

**Project No.**
TBD

**Status:**
Awaiting funding

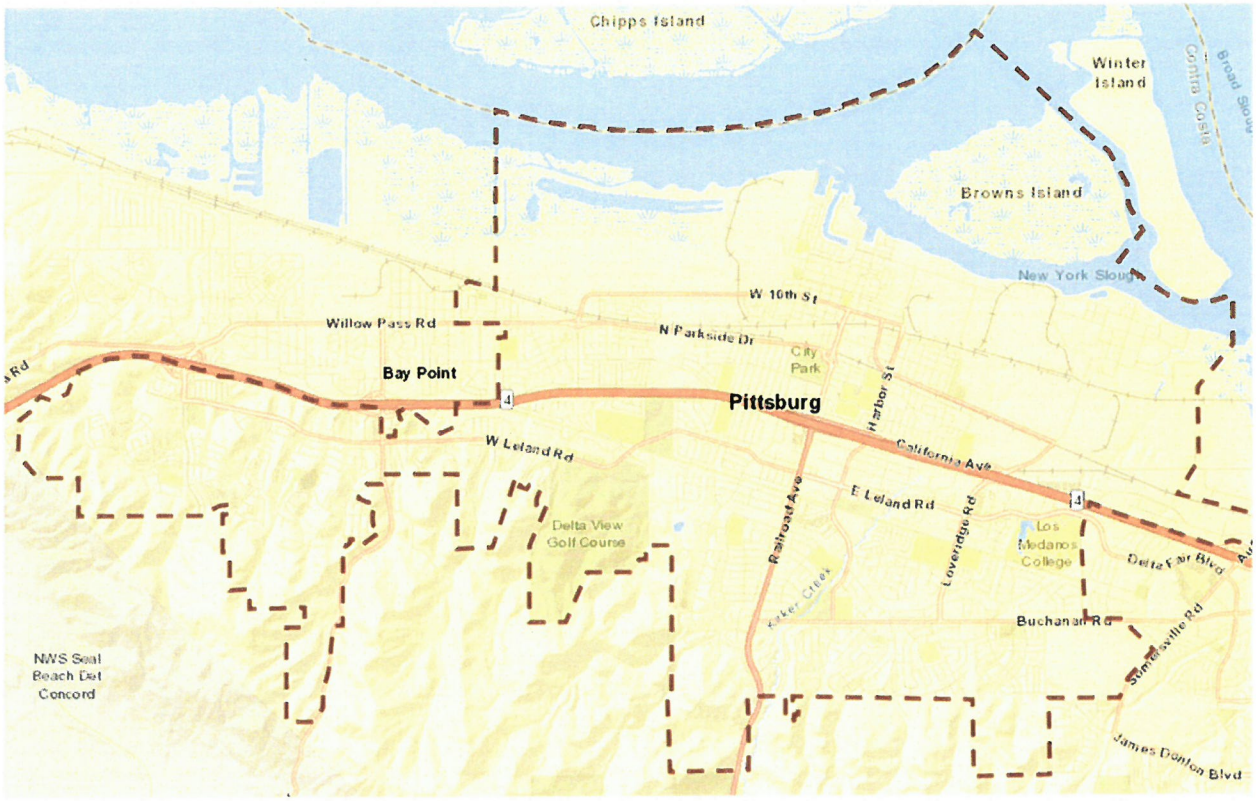
**Estimated Project Cost:**
$525,000

**Project Limits:**
The Project will interconnect signals on Buchanan Road from Meadows Drive to Harbor Street

**Funding Sources**

Eligible Funding Source: Measure J/TMF
Identified Funding: None

**Project Description:**
This Project will provide for interconnection and retiming of five existing signalized intersections along Buchanan Road. 93% TMF eligible.




# S-11: 2022/23 TRAFFIC SIGNAL MODIFICATION

**Project No.**
TBD

**Status:**
Awaiting funding.

**Estimated Project Cost:**
$135,000

**Project Limits: Citywide**

**Funding Sources**
Eligible Funding: Gas Tax RMRA
Identified Funding: Gas Tax RMRA
$135,000

**Project Description:**
This project is to perform on-going traffic signal timing and modifications to existing signals throughout the City. This will provide for improved traffic flow and allow for modernization of outdated signal controller equipment.

## S-12: OPTICOM AND TRANSIT PRIORITY CONTROL

**Project No.**
TBD

**Status:**
Awaiting funding.

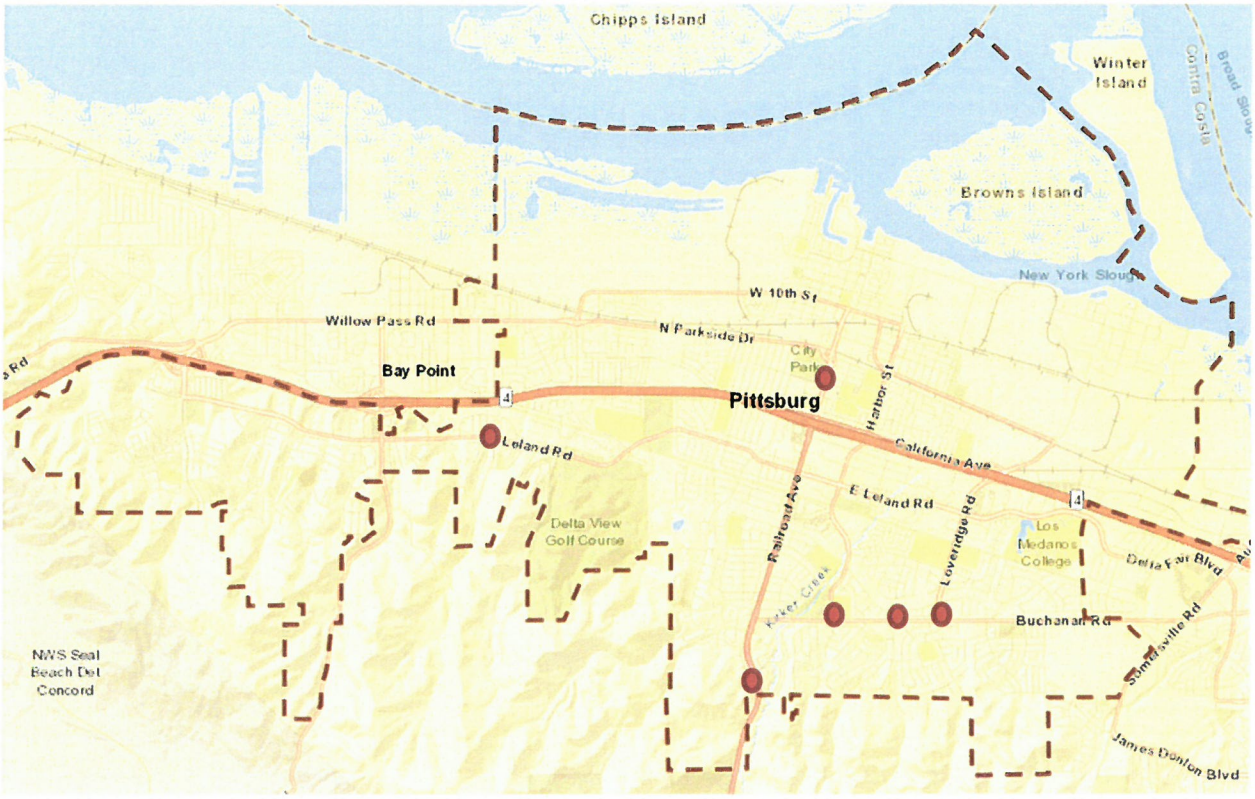
**Estimated Project Cost:**
$200,000

**Project Limits:**
Citywide

**Funding Sources**

Eligible Funding Source: Measure J
Identified Funding: None

**Project Description:**
Project will study the deployment of transit priority control system and provide for installation of opticom control system at 12 signalized intersections.




# S-13: EMERGENCY VEHICLE PREEMPTION AT SIX INTERSECTIONS

**Project No.**
TBD

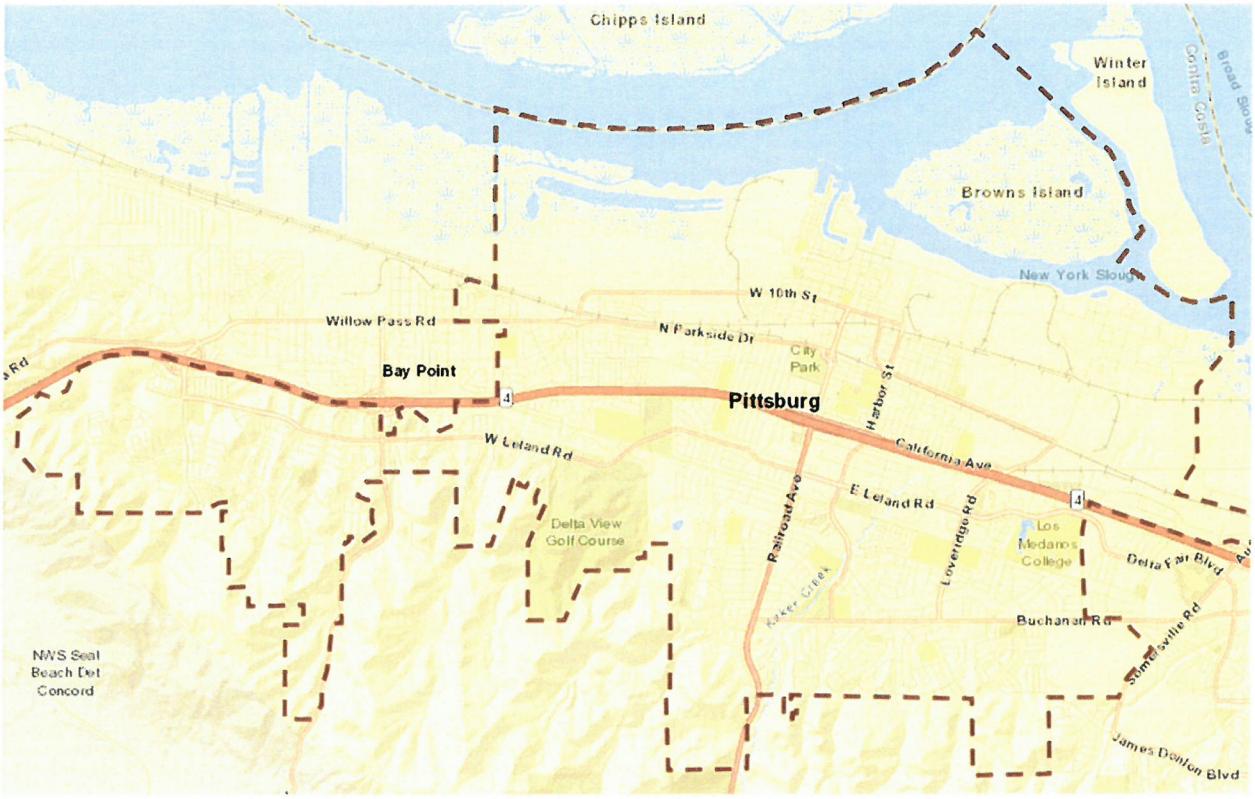
**Status:**
None

**Estimated Project Cost:**
$50,000

**Project Limits:**
1. Buchanan & Loveridge
2. Buchanan & Suzanne
3. Buchanan & Harbor
4. Railroad & Pheasant
5. Railroad & Central
6. Jacqueline & W. Leland

**Funding Sources**
Eligible Funding Sources: Gas Tax, Measure J, IRRF, IE, PP, Grants
Identified Funding: none

**Project Description:**
Install Emergency Vehicle Preemption (EVP) at six (6) signalized intersections to allow emergency vehicles to preempt the traffic signal control phase sequence and travel through major intersections on a green light. The City currently uses Opticom™ emergency vehicle preemption at all other major intersections not included in this project.




## S-14: WIRELESS TRAFFIC SIGNAL COMMUNICATIONS

**Project No.**
TBD

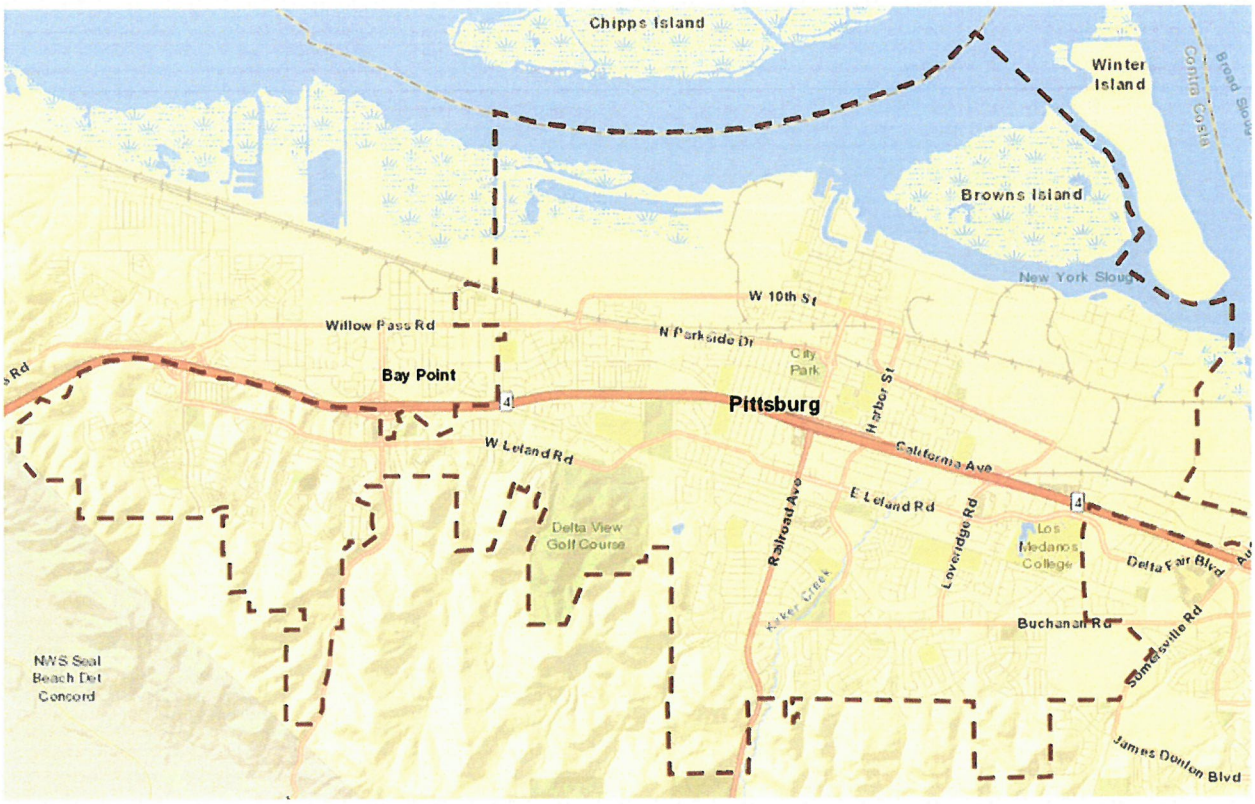
**Status:**
Being studied

**Estimated Project Cost:**
$305,000

**Project Limits:**
Citywide (up to 62 Signalized Intersections)

**Funding Sources**
Eligible Funding Sources: Gas Tax, Measure J, IRRF, IE, PP, Grants
Identified Funding: none

**Project Description:**
Install wireless traffic signal communication with City's traffic signal controllers. This will allow viewing traffic signal controller set timings and possible video feed of traffic signal detection zones and performing traffic signal timing changes. Also, may replace current Traffic Signal Interconnect Cable (SIC) on Railroad Avenue and Leland Road with wireless communications.




# S-15: 2020/21 TRAFFIC SIGNAL MODIFICATION

**Project No.**
TBD

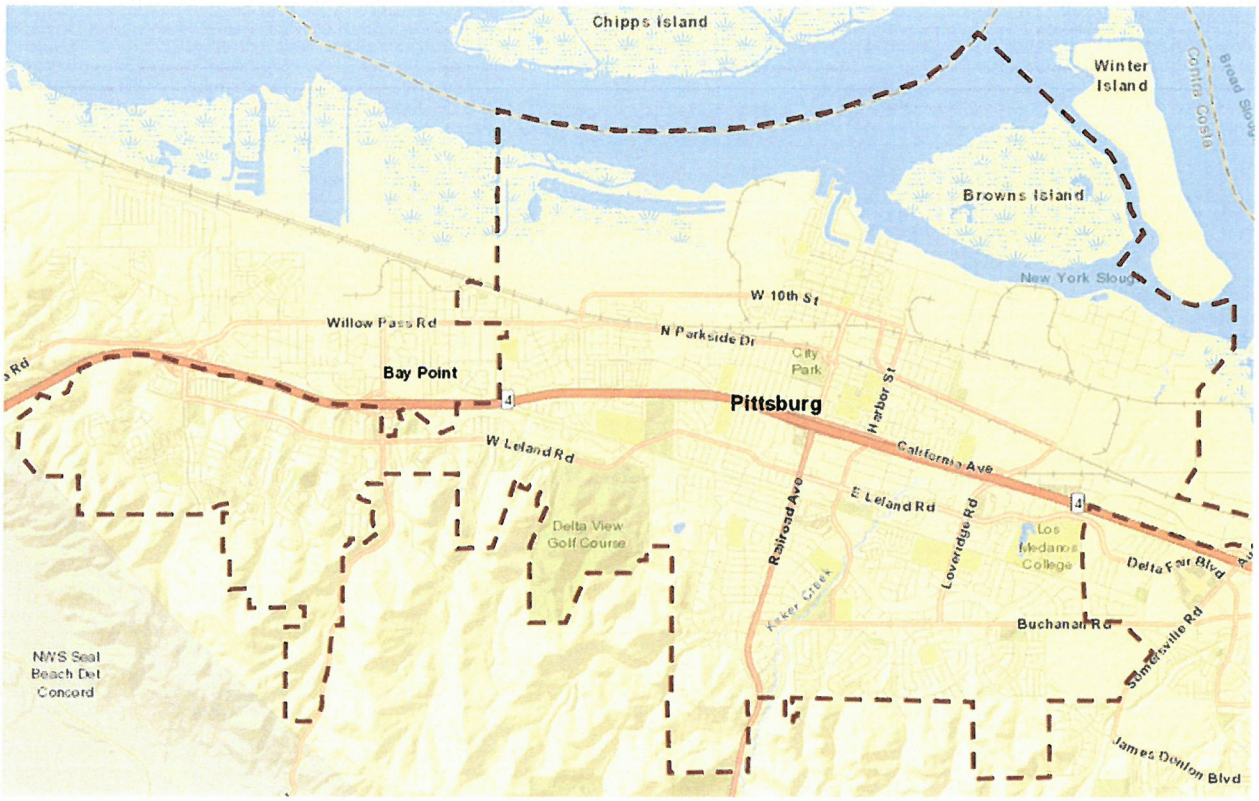
**Status:**
Funded

**Estimated Project Cost:**
$135,000

**Project Limits: Citywide**

**Funding Sources**
Eligible Funding: Gas Tax RMRA
Identified Funding: Gas Tax RMRA $135,000

**Project Description:**
This project is to perform on-going traffic signal timing and modifications to existing signals throughout the City. This will provide for improved traffic flow and allow for modernization of outdated signal controller equipment.




# S-16: 2021/22 TRAFFIC SIGNAL MODIFICATION

**Project No.**
TBD

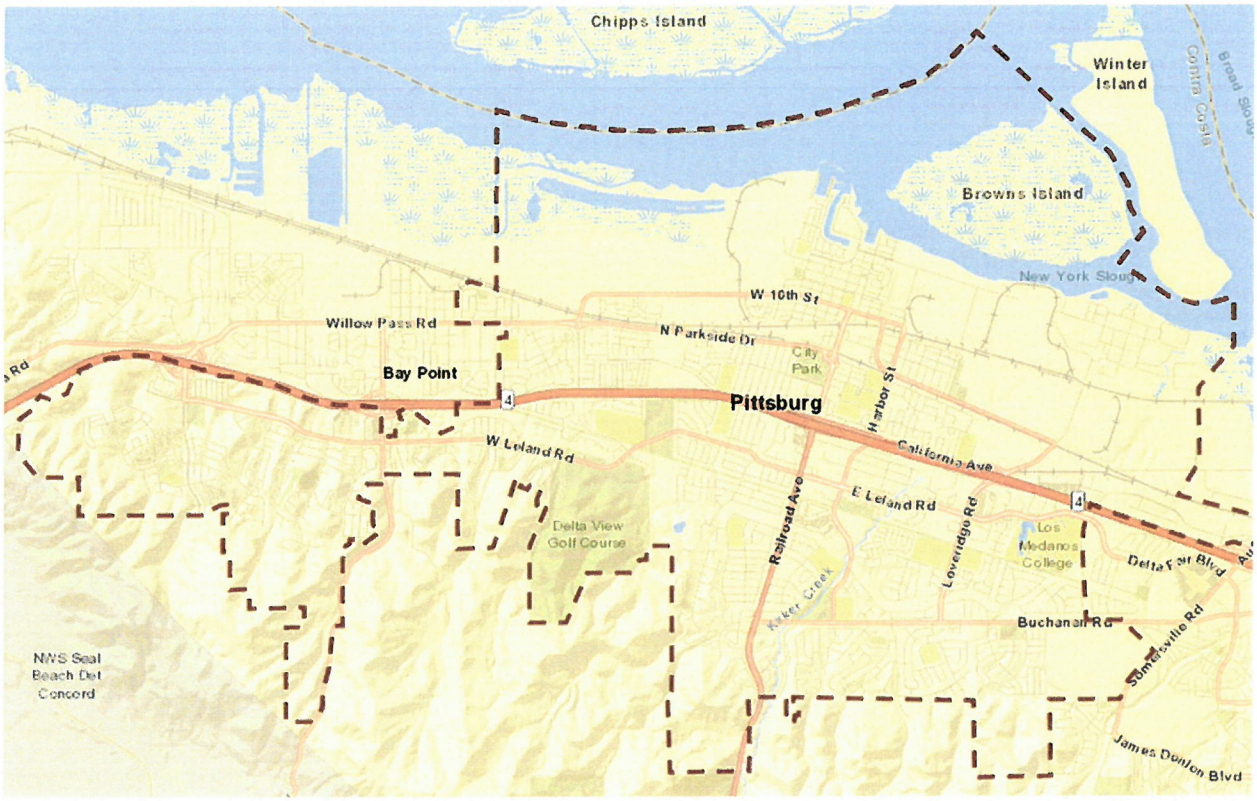
**Status:**
Funded

**Estimated Project Cost:**
$135,000

**Project Limits: Citywide**

**Funding Sources**
Eligible Funding: Gas Tax RMRA
Identified Funding: Gas Tax RMRA $135,000

**Project Description:**
This project is to perform on-going traffic signal timing and modifications to existing signals throughout the City. This will provide for improved traffic flow and allow for modernization of outdated signal controller equipment.




# S-17: 2023/24 TRAFFIC SIGNAL MODIFICATION

**Project No.**
TBD

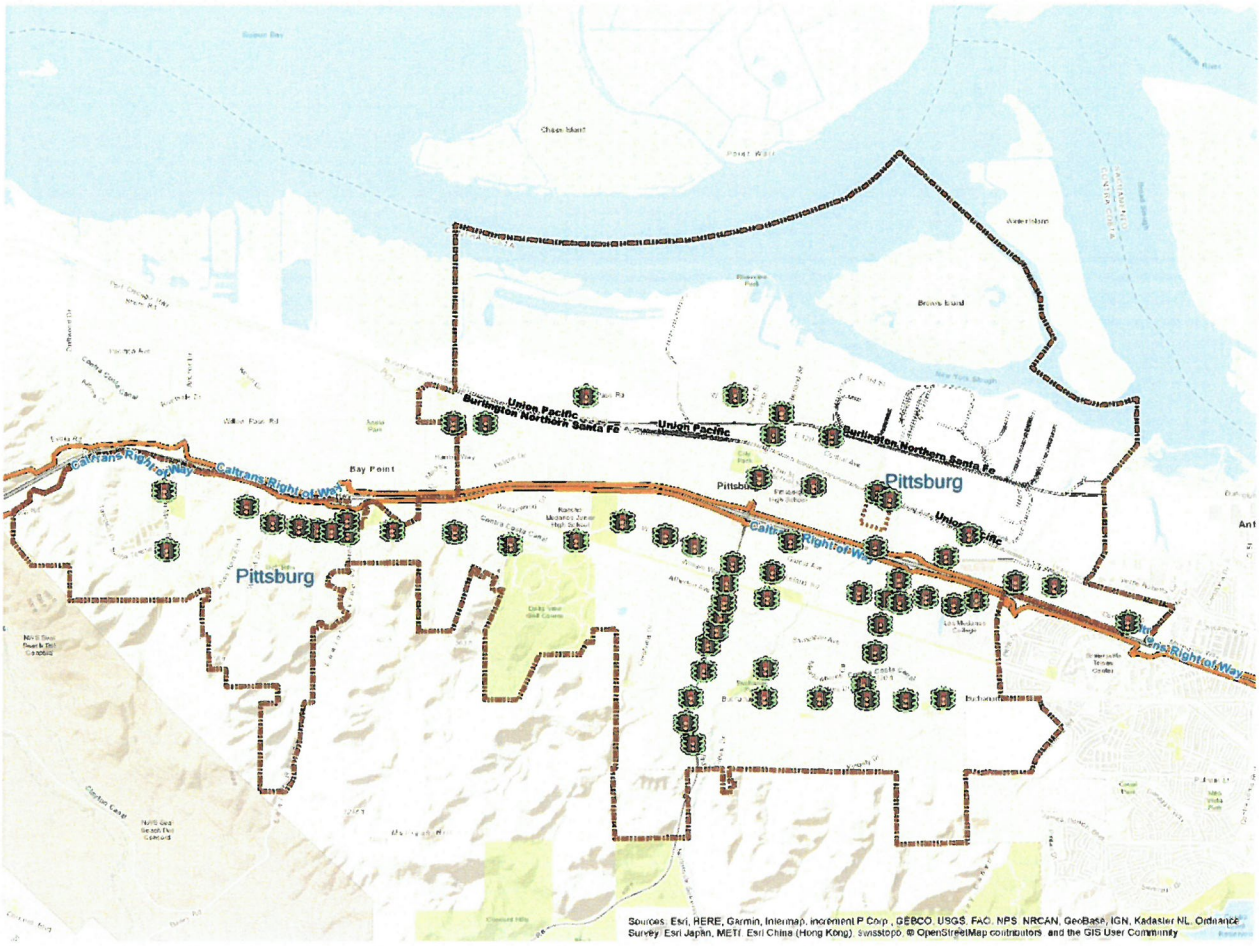
**Status:**
Funded

**Estimated Project Cost:**
$135,000

**Project Limits: Citywide**

**Funding Sources**
Eligible Funding: Gas Tax RMRA
Identified Funding: Gas Tax RMRA $135,000

**Project Description:**
This project is to perform on-going traffic signal timing and modifications to existing signals throughout the City. This will provide for improved traffic flow and allow for modernization of outdated signal controller equipment.




# S-18 HSIP-9 TRAFFIC SIGNAL IMPROVEMENT PROJECT

**Project No.**
2019-01

**Status:**
Design

**Estimated Project Cost:**
$1,110,000

**Project Limits:**
59 signals throughout the City of Pittsburg

**Funding Sources**
Eligible Funding Source: Gas Tax, RMRA, IRRF, Grants
Identified Funding: HSIP-9 Funding, $44,400 RMRA

**Project Description:**
The proposed project includes improvements at signalized intersections throughout the City. The improvements include replacement and/or installation of signal hardware such as signals heads, lenses, pedestrian heads, push buttons, visors, backplates, retroreflective borders, controllers, cabinets, battery backup systems, and modems as well as improvements to signal timing. There are 59 out of 62 existing signalized intersections that will be improved.

# S-19: TRAFFIC ADAPTIVE CORRIDOR SIGNAL PROJECT

**Project No.**
TBD

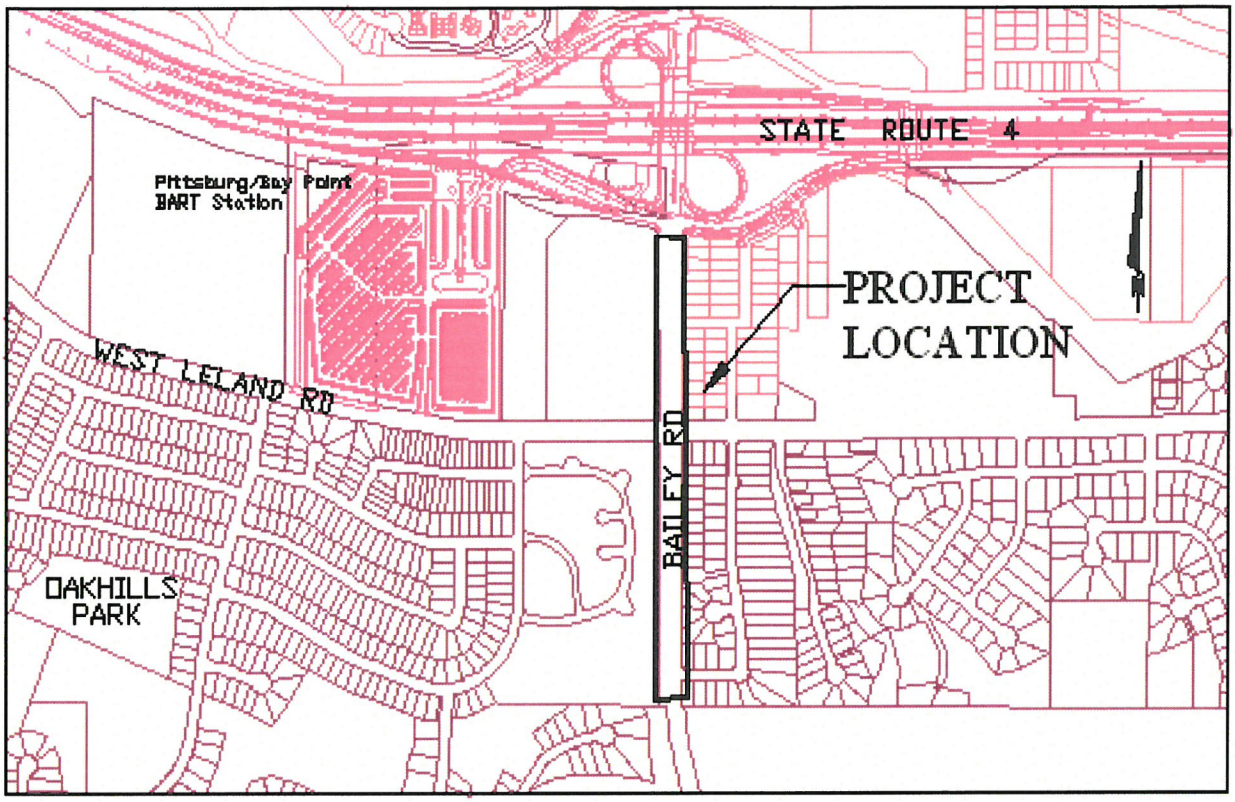
**Status:**
Awaiting funding

**Estimated Project Cost:**
$300,000

**Project Limits:**
Railroad Avenue Pheasant Drive to West Leland Road (10 intersections)

**Funding Sources**
Eligible Funding Source: Measure J
Identified Funding: None

**Project Description:**
This project will design, upgrade and construct a traffic adaptive corridor on Railroad Avenue from Pheasant Drive to West Leland Road. The project will include all software, licenses, training, equipment and support to upgrade, manage and run a fully traffic adaptive corridor.




## S-24: BAILEY ROAD SIGNAL INTERCONNECTS

**Project No.**
TBD

**Status:**
Awaiting funding

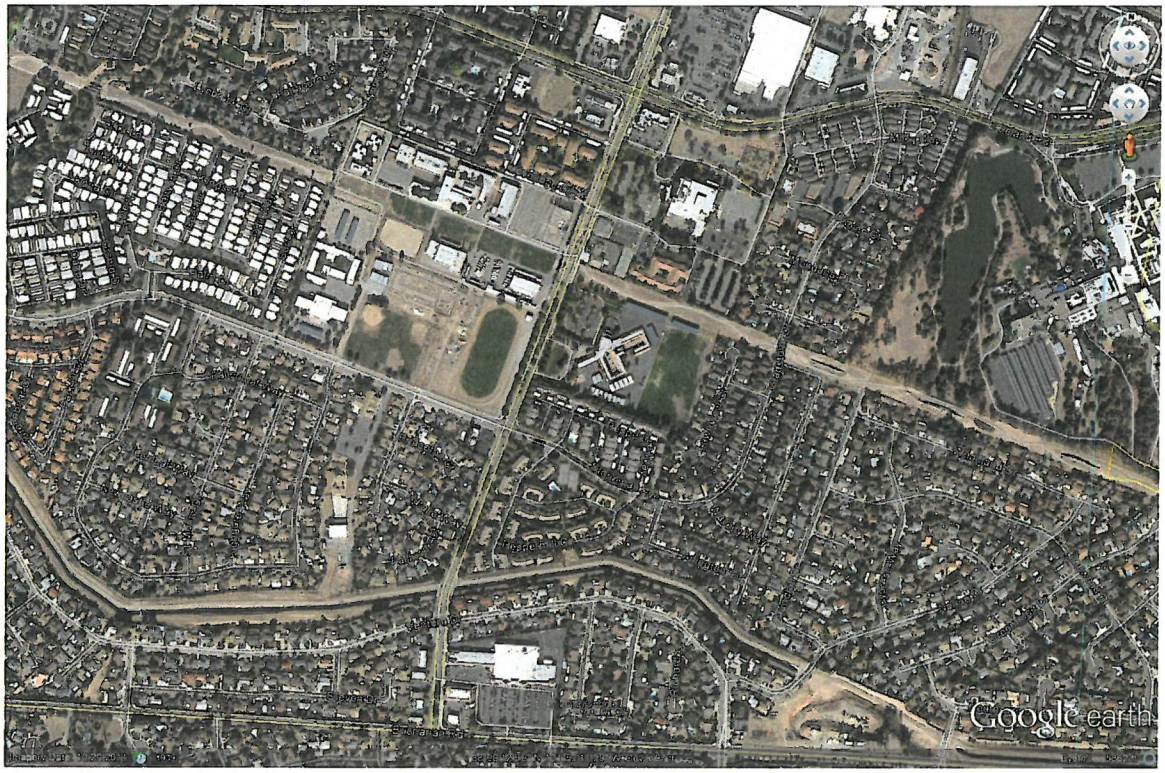
**Estimated Project Cost:**
$210,000

**Project Limits:**
Bailey Road

**Funding Sources**

Eligible Funding Source: Measure J
Identified Funding: none

**Project Description:**
Interconnection and retiming of traffic signals on Bailey Road that are within the City limits. 84% TMF eligible.




## S-25: LOVERIDGE ROAD SIGNAL INTERCONNECTS

**Project No.**
TBD

**Status:**
Awaiting funding

**Estimated Project Cost:**
$150,000

**Project Limits:**
Loveridge Road

**Funding Sources**

Eligible Funding Source: Measure J
Identified Funding:

**Project Description:**
Interconnection and retiming of traffic signals on Loveridge Road between Buchanan Road and E. Leland Road. The four intersections will be added to an existing network of seven interconnected intersections along the E. Leland and Loveridge corridors. 81% TMF eligible.

## S-26: SIGNAL AT RAILROAD AVENUE/3RD STREET

**Project No.**
TBD

**Status:**
Awaiting funding

**Estimated Project Cost:**
$300,000

**Project Limits:**
Railroad Avenue intersection at 3rd Street

**Funding Sources**

Eligible Funding Source: Measure J/LTMF
Identified Funding: None

**Project Description:**
This project will design and construct a fully actuated traffic signal at the intersection of Railroad Avenue and East Third Street. The project will replace existing all-way stop sign controls at this intersection. 100% LTMF eligible.

## S-27: SIGNAL AT HARBOR STREET/CENTRAL AVENUE

**Project No.**
TBD

**Status:**
Awaiting funding

**Estimated Project Cost:**
$330,000

**Project Limits:**
Harbor St. north/south approaches to intersection with Central Ave. east/west approaches

**Funding Sources**
Eligible Funding Source: LTMF, Measure J, Gas Tax, Grants
Identified Funding Source: none

**Project Description:**
This project will replace an existing 4-way Stop sign controlled intersection with a traffic signal system (including an alternate power supply, countdown pedestrian signals, and TS2 controller).

## S-30: SIGNAL AT RAILROAD AVENUE/SCHOOL STREET

**Project No.**
TBD

**Status:**
Awaiting funding

**Estimated Project Cost:**
$300,000

**Project Limits:**
Railroad Avenue intersection at School Street

**Funding Sources**
Eligible Funding Source: Measure J
Identified Funding: None

**Project Description:**
This project will design and construct a fully actuated traffic signal at the intersection of Railroad Avenue and School Street. A traffic signal is warranted for this location to replace the minor street stop sign controls at this intersection.

# WATER PROJECTS

## W-2: HILLVIEW RESERVOIR COATING (EXTERIOR)

**Project No.**

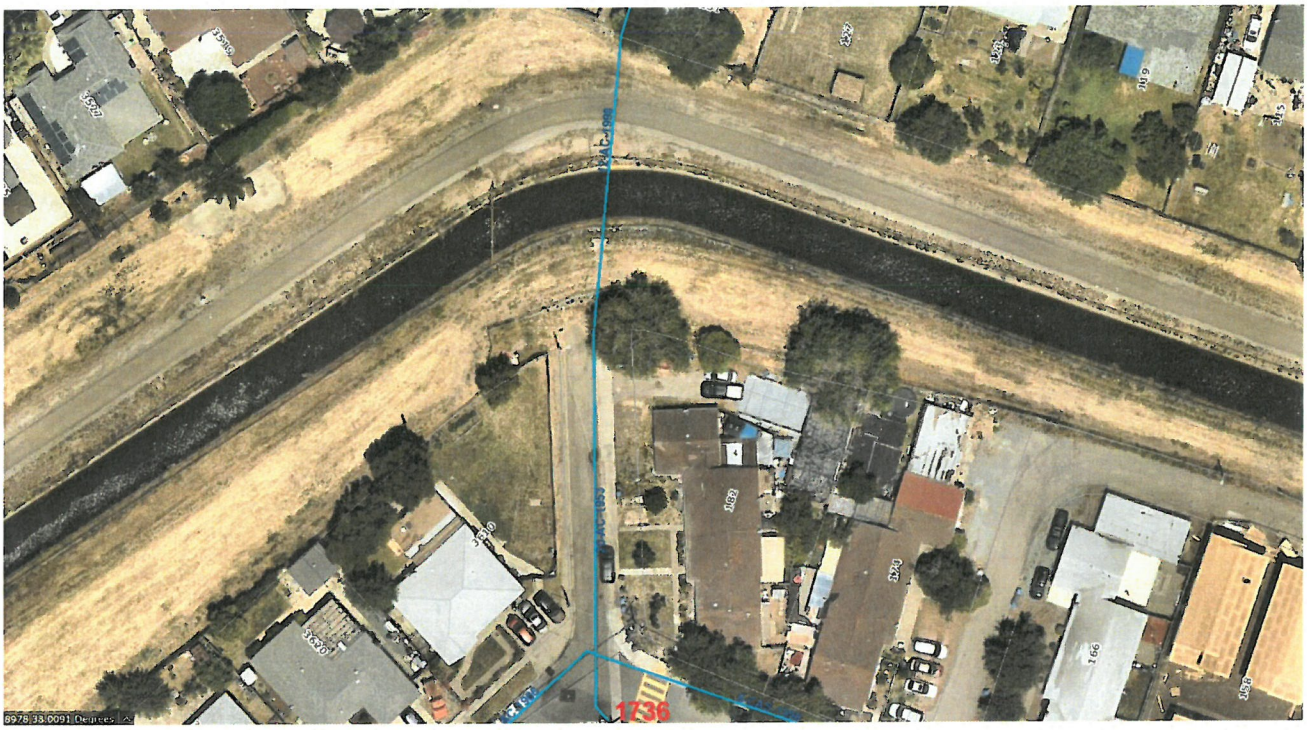
**Status:**
Awaiting Funding

**Estimated Project Cost:**
$350,000

**Project Limits:**
Hillview Reservoir

**Funding Sources**
Eligible Funding: Water Operations Fund

**Project Description:**
Recoating the outside of Hillview Reservoir. Failure to address coating maintenance requirements in a timely manner will lead to accelerated corrosion and more costly repairs.



## W-4: RIVERVIEW DRIVE/ALTURAS AVENUE 12" CANAL CROSSING IMPROVEMENTS

**Project No.**

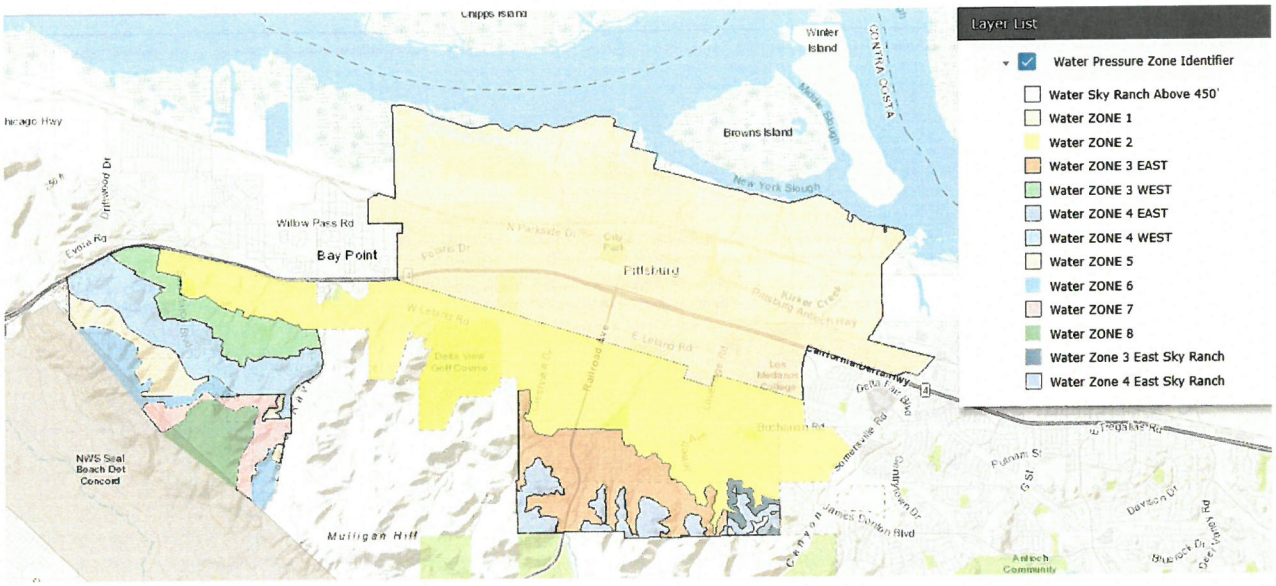
**Status:**
Awaiting Funding

**Estimated Project Cost:**
$150,000

**Project Limits:**
Hillview Reservoir

**Funding Sources**
Eligible Funding: Water Operations Fund

**Project Description:**
The 12" waterline crossing the Contra Costa Canal from Alturas Avenue/Riverview Drive crossing to Robinson Avenue needs replacing. This project would replace the canal crossing and execute a license agreement for future maintenance with CCWD.




# W-5: PRESSURE ZONE 1/ ZONE 2 BOUNDARY ADJUSTMENTS (Harbor, Leland, Railroad)

**Project No.**
To be determined

**Estimated Project Cost:**
$1,133,000

**Status:**
Awaiting funding.

**Project Limits:**
An area adjoining the Leland Road corridor and bounded by Crestview Drive to the west, EBMUD right-of-way to the south, Freed Way to the east and Garcia Avenue to the north.

**Funding Sources:**

Eligible Funding Source: Water Operations Fund
Identified Funding: None

**Project Description:**
This project will construct improvements to the water distribution system to facilitate modifications of pressure zone boundaries in the problem areas of pressure Zone 2.

# W-6: WTP CAPITAL REPAIRS AND IMPROVEMENTS

**Project No.**
To Be Determined

**Status:**
2019/20 Allocation $75,000

**Estimated Project Cost:**
$75,000 annually
$375,000 thru term of 5-year CIP
$150,000 previous allocations

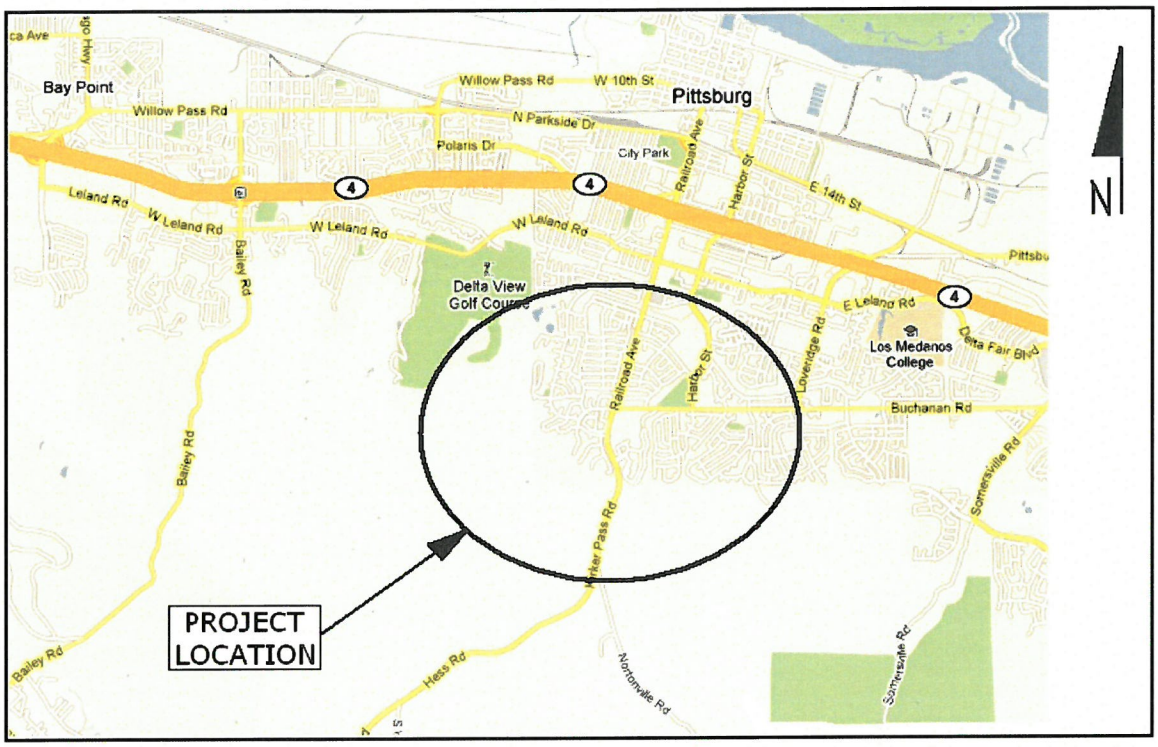
**Project Limits:**
Water Treatment Plant

**Funding Sources:**

Eligible Funding Source: Water Operations (WOF)
Identified Funding: $150,000 WOF (previous allocations), $75,000 WOF FY19/20, 300,000 Future WOF

**Project Description:**

This project will provide upgrades/repairs to facilities at the Water Treatment Plant as identified by WTP staff.




# W-7: WATER MAIN BUCHANAN ROAD (Phase 2)

**Project No.**
TBD

**Status:**
Waiting for development demand

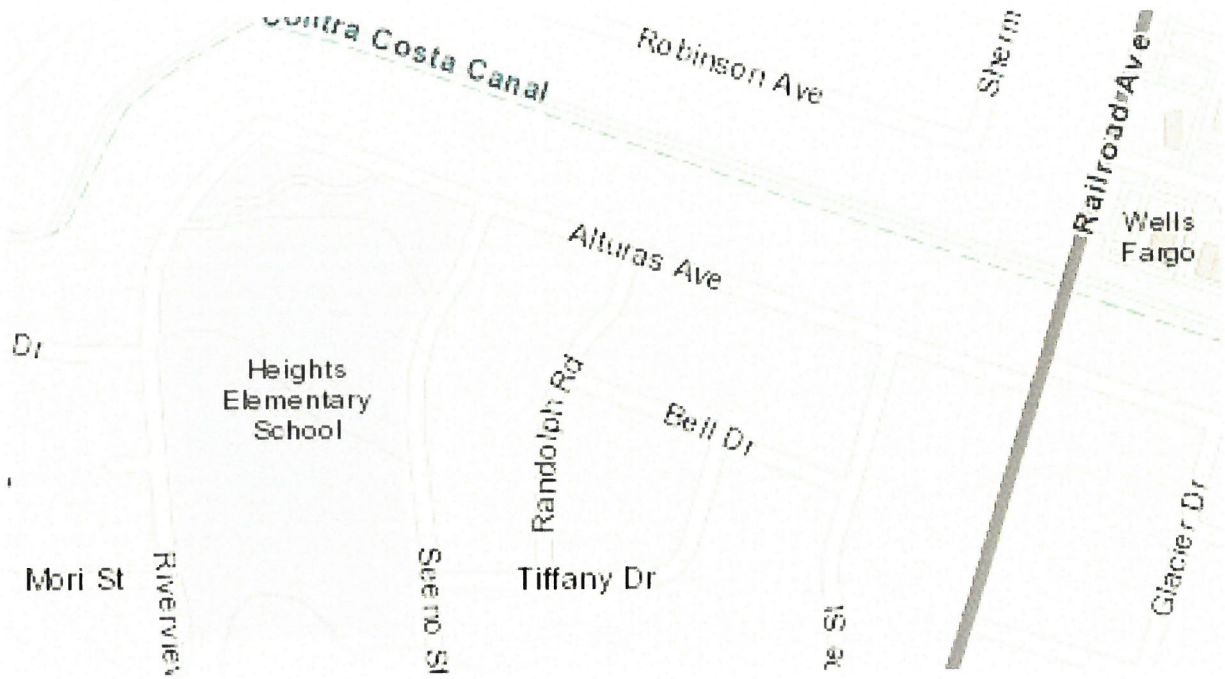
**Estimated Project Cost:**
$1,522,000

**Project Limits:**
Water Treatment Plant to Railroad, Loveridge to Ventura

**Funding Sources:**

Eligible Funding Sources: WRF/FRC Developer

**Project Description:**
This project will provide a new water transmission line to meet domestic and fire flow requirements for existing development and new development in the southeast hills and infill development in Zone 2. (2015 Water Master Plan - segment 1)




# W-8: 20/21 WATER MAIN REPLACEMENT/ INSTALLATION PROGRAM

**Project No.**
**TBD**

**Status:**
Projected Funding for FY19/20 & 20/21

**Estimated Project Cost:**
$1,400,000

**Project Limits:**
Pittsburg Heights
(Madoline Street to Seeno Street, Alturas Avenue to Tiffany Street)

**Funding Sources:**
Eligible Funding Source: WOF
Identified Funding: $1,400,000 WOF

**Project Description:** Project will identify and replace water mains, services, and valves that have reached the end of their useful life and have become maintenance problems, and/or install mains to improve fire flow in localized areas.

# W-10: HIGHLANDS RANCH RESERVOIR RECOATING

**Project No.**
To be determined

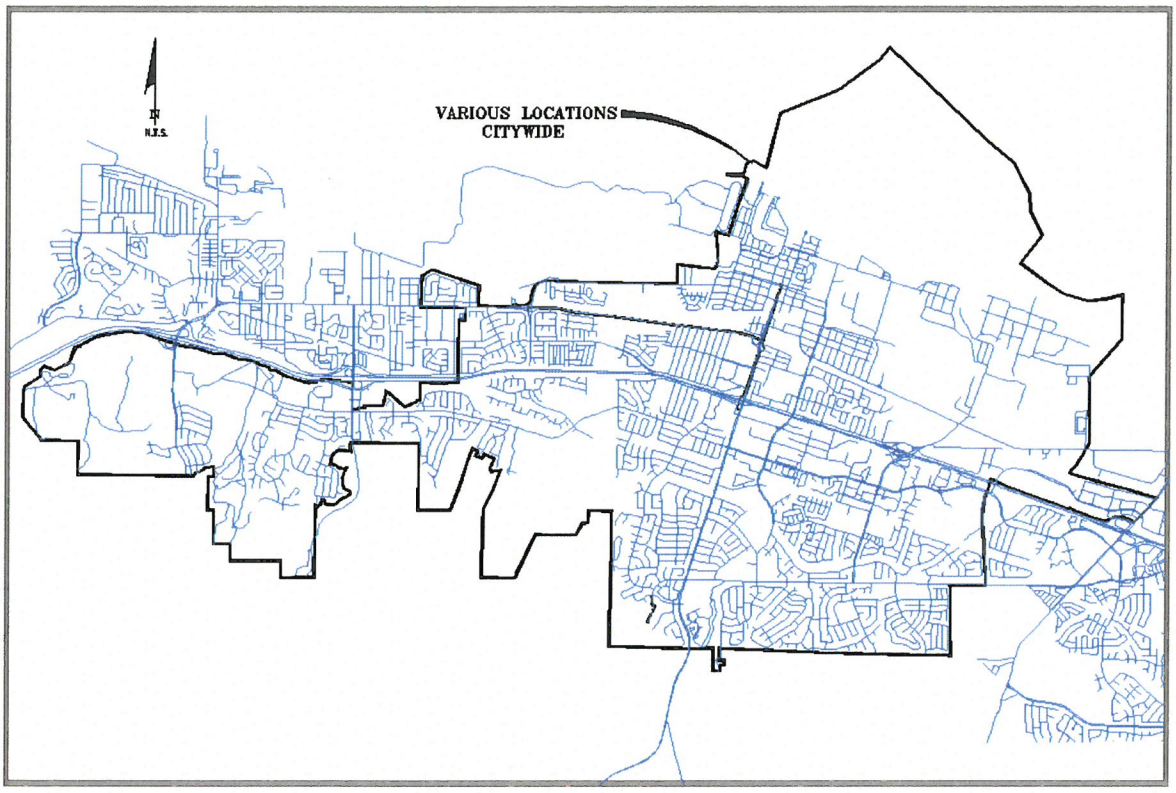
**Status:**
Awaiting funding

**Estimated Project Cost:**
$200,000

**Project Limits:**
Highland Ranch Reservoir

**Funding Sources**
Eligible Funding: Water Operations Fund
Identified Funding; None

**Project Description:**
Recoating of the inside and painting the outside of Highlands Ranch Reservoir. The 1.0 million gallon steel reservoir is showing signs of coating failure after 17 years. Coatings usually last 25 years. Failure to address coating failure in a timely manner will lead to accelerated corrosion and more costly repairs.




## W-11: AUTOMATIC METER READING SYSTEM

**Project No.**
TBD

**Status:**
2019/20 Allocation $300,000

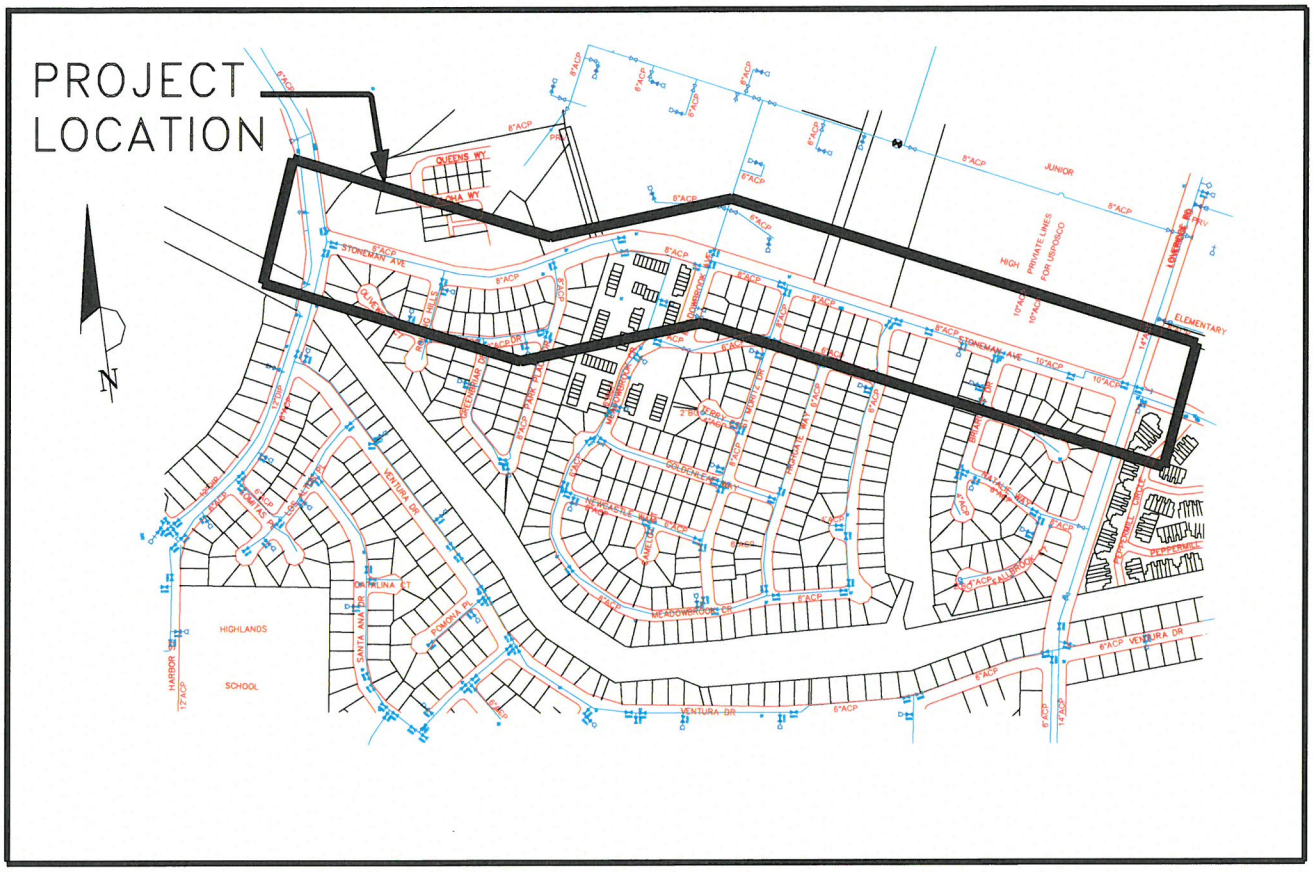
**Estimated Project Cost:**
$2,506,793 previous allocations
$300,000 annually
$1,500,000 thru term of 5-year CIP

**Project Limits:**
Various Locations Citywide

**Funding Sources**
Eligible Funding: Water Operations Fund

Identified Funding: $2,506,793 previous WOF, $1,500,000 new WOF (over next 5 years)

**Project Description:**
Conversion of hard-to-read meters to radio read. Include Automatic Meter Reading system and replacement meters to convert an additional 1,500 meters. Meters include those that are hard to read because they are inaccessible, such as those in backyards or industrial/ commercial sites, those that can be hazardous to read in landscaped medians or other high traffic areas, or older meters that are due for replacement.




# W-15: 12-INCH WATER MAIN STONEMAN AVE (HARBOR ST. TO LOVERIDGE ROAD)

**Project No.**
To be determined

**Status:**
Awaiting funding.

**Estimated Project Cost:**
$800,000

**Project Limits:**
Stoneman Avenue from Harbor St. to Loveridge Rd.

**Funding Sources:**

Eligible Funding Source: WOF
Identified Funding:

**Project Description:**
This project provides for the installation of approximately 3,300 feet of 12-inch transmission main along Stoneman Avenue, from Harbor Street to Loveridge Rd. This project will provide additional system looping to enhance pressures and fire protection capabilities in Zone 2.

# W-17: 2016/17 WATER TREATMENT PLANT SLUDGE REMOVAL

**Project No.**
5055

**Status:**
Funded

**Estimated Project Cost:**
$250,000

**Project Limits:**
Water Treatment Plant

**Funding Sources:**

Eligible Funding Source: WOF
Identified Funding: WOF $250,000

**Project Description:**
This project will remove sludge from the Water Treatment Plant drying basin when it is needed.

## W-21: CONVERT BACKYARD WATER SERVICES TO STREET SERVICE (Central Addition Neighborhood Phase II & Phase III)

**Project No.**
TBD

**Status:**
Awaiting funding.

**Estimated Project Cost:**
$9,400,000

**Project Limits:**
Central Addition Neighborhood

**Funding Sources:**
Eligible Funding Source: Water Operations Funds
Identified Funding:

**Project Description:**
This project will provide for the conversion of existing backyard water services in the Central Addition Neighborhood to street side service. This project will provide for all work necessary to convert from private property to street service. This project will improve system reliability and reduce maintenance costs.

# W-24: PITTSBURG-ANTIOCH HIGHWAY WATER LINE IMPROVEMENTS (Eastern Loop)

**Project No.**
TBD

**Status:**
Awaiting funding

**Estimated Project Cost:**
$1,200,000

**Project Limits:**
Pittsburg-Antioch Highway from Loveridge to Century Blvd

**Funding Sources**

Eligible Funding Source: Developer
Identified Funding: None

**Project Description:**
This project will provide 4,000 feet of 18-inch water line to initiate water service to business along Pittsburg-Antioch Highway, east of Loveridge. It will run from the east end of California going east on P-A Hwy to approximately 500 ft west of the City's eastern limits and tie into Century Blvd to provide a looped system.

# W-28: HIGHLANDS RANCH ZONE 2 RESERVOIR

**Project No.**
TBD

**Status:**
Awaiting funding.

**Estimated Project Cost:**
$5,250,000

**Project Limits:**
Highlands Ranch Subdivision

**Funding Sources:**

Eligible Funding Source: WOF 44%,
Developer 56%
Identified Funding:

**Project Description:**
The 2015 Water System Master Plan has identified the need for a 1.4 million gallon reservoir in the southeast portion of the City serving Zone 2. This would be located at an elevation of about 360' above mean sea level.

# W-29: WATER TREATMENT PLANT FILTER BACKWASH MANAGEMENT – 1.5 MGD PACKAGE TREATMENT UNIT (PHASE I)

**Project No.**

**Status:**
Funding Required

**Estimated Project Cost:**
$1,500,000

**Project Limits:**
Water Treatment Plant

**Funding Sources:**

Eligible Funding Source: WFR, WOF
Identified Funding:

**Project Description:**
This project will construct a 1.5 million gallons per day (MGD) packaged treatment system for treating water filter backwash for recycling. A second treatment unit will be required in the future as the WTP gets closer to design capacity of 32 MGD.

# W-30: WATER TREATMENT PLANT FILTER BACKWASH MANAGEMENT – 1.5 MGD PACKAGE TREATMENT UNIT (PHASE 2)

**Project No.**
TBD

**Status:**
Funding Required

**Estimated Project Cost:**
$750,000

**Project Limits:**
Water Treatment Plant

**Funding Sources:**

Eligible Funding Source: WFR, WOF
Identified Funding:

**Project Description:**
This project will construct a second 1.5 million gallons per day (MGD) packaged treatment system for treating water filter backwash for recycling. This second package system will allow the WTP to treat the maximum allowed recycled backwash water of 10% of the design capacity of 32 MGD.

# W-31: WATER TREATMENT PLANT 0.5 MG FILTER BACKWASH BASIN

**Project No.**
TBD

**Status:**
Funding Required

**Estimated Project Cost:**
$3,000,000

**Project Limits:**
Water Treatment Plant

**Funding Sources:**

Eligible Funding Source: WFR, WOF
Identified Funding:

**Project Description:**
This project will construct a 0.5 million gallon (MG) backwash recycle basin with mixers to prevent settling prior to pumping the water to the backwash water package treatment units to be constructed with earlier projects.

# W-33: WATER TREATMENT PLANT MECHANICAL SLUDGE DEWATERING

**Project No.**
TBD

**Status:**
Funding Required at Threshold

**Estimated Project Cost:**
$2,000,000

**Project Limits:**
Water Treatment Plant

**Funding Sources:**

Eligible Funding Source: WFR, WOF
Identified Funding:

**Project Description:**
This project will construct a mechanical sludge dewatering system for use once WTP operations reach 15 MGD. The current system of dewatering by natural evaporation is adequate for flows up to the 15 MGD threshold.

# W-34: WATER TREATMENT PLANT WATER DISINFECTION MODIFICATION AND CONVERSION

**Project No.**
TBD

**Status:**
Future Funding Required

**Estimated Project Cost:**
$1,900,000

**Project Limits:**
Water Treatment Plant

**Funding Sources:**

Eligible Funding Source: WFR, WOF
Identified Funding: $400,000 WFR(N), $500,000 WFR(F), $1,000,000 WOF (F)

**Project Description:**
This project will construct modifications to the existing disinfection system at the WTP to convert from chlorine gas disinfection to sodium hypochlorite. Converting to sodium hypochlorite will reduce the regulatory and reporting burden on WTP staff and will improve safety for employees at the plant. This conversion is anticipated to be a regulatory requirement at some point in the future.

# W-39: 2021/22 WTP FILTER MEDIA REPLACEMENT

**Project No.**
TBD

**Status:**
2019/20 Allocation - $100,000

**Estimated Project Cost:**
$100,000 per year
$500,000 thru term of 5-year CIP
$100,000 previously allocated 18/19

**Project Limits:**
Water Treatment Plant

**Funding Sources:**
Eligible Funding Source: Water Operations (WOF), Water Facility Reserves (WFR)
Identified Funding: $100,000 WOF

**Project Description:**

This project will perform periodic replacement of the filter media for the eight water filters at the water treatment plant. Media replacement includes removal and disposal of spent filter media and replacement with new granulated activated carbon (GAC) or anthracite, sand, and gravel. Filter media needs to be replaced approximately every four years.

# W-40: WATER MAIN INSTALLATION REPLACEMENT PROGRAM

**Project No.**
TBD

**Status:**
Projected Funding for FY 21/22 & 22/23

**Estimated Project Cost:**
$3,400,000

**Project Limits:**
Black Diamond to Beacon
West 10th to West Santa Fe (Excluding Scudero Circle)

**Funding Sources:**
Eligible Funding Source: WOF
Identified Funding Source: $3,400,000 WOF (F)

**Project Description:** Project will identify and replace water mains, services, and valves that have reached the end of their useful life and have become maintenance problems, and/or install mains to improve fire flow in localized areas.

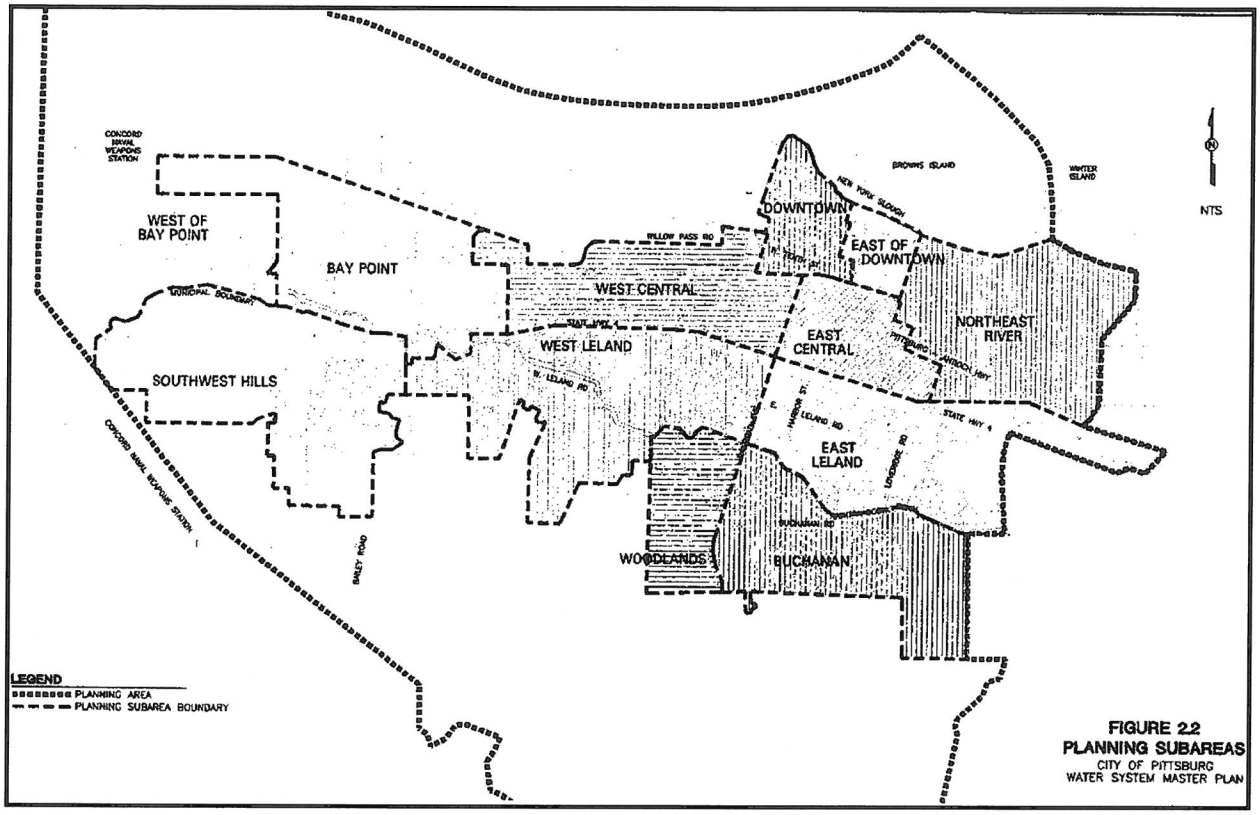



FIGURE 2.2
PLANNING SUBAREAS
CITY OF PITTSBURG
WATER SYSTEM MASTER PLAN

## W-50: 1.3 MG ZONE 1 WATER TANK

**Project No.**
TBD

**Status:**
Awaiting development demand.

**Estimated Project Cost:**
$5,300,000

**Project Limits:**
Near Delta View Golf Course

**Funding Sources:**

Eligible Funding Source: Water Facility Reserve Fund/Developer
Identified Funding: 100% Developer

**Project Description:**
This project will provide additional water storage to meet domestic and fire flow requirements for new infill development in Pressure Zone 1. (2015 Water System Master Plan)

# W-61: 20" MAIN W. LELAND (WTP to SW Hills) PHASE 1 (Seg 3W, and 6W)

**Project No.**
TBD

**Status:**
Fully funded

**Estimated Project Cost:**
$3,000,000

**Project Limits:**
Water Treatment Plant to Bailey Road

**Funding Sources:**

Eligible Funding Source: Developer, Water Bonds
Identified funding: $1,796,000 WFR, $1,204,000 2005 Wbond

**Project Description:** This project will provide for the incremental installation of a water transmission line to serve new development in the southwest hills. (2015 Water System Master Plan segments 3W and 6W).

# W-63: 20" MAIN W. LELAND (WTP to SW Hills)(Seg 1W and 2W)

**Project No.**
TBD

**Status:**
unfunded

**Estimated Project Cost:**
$2,700,000

**Project Limits:**
Water Treatment Plant to Bailey Road

**Funding Sources:**

Eligible Funding Source: Developer, Water Bonds
Identified funding: TBD

**Project Description:** This project will provide for the incremental installation of a water transmission line to serve new development in the southwest hills. (2015 Water System Master Plan segments 1W and 2W).

# W-101: WTP CAPITAL REPAIRS/FILTER REHABILITATION

**Project No.**
TBD

**Status:**
Ongoing improvements at WTP includes previous FY funding

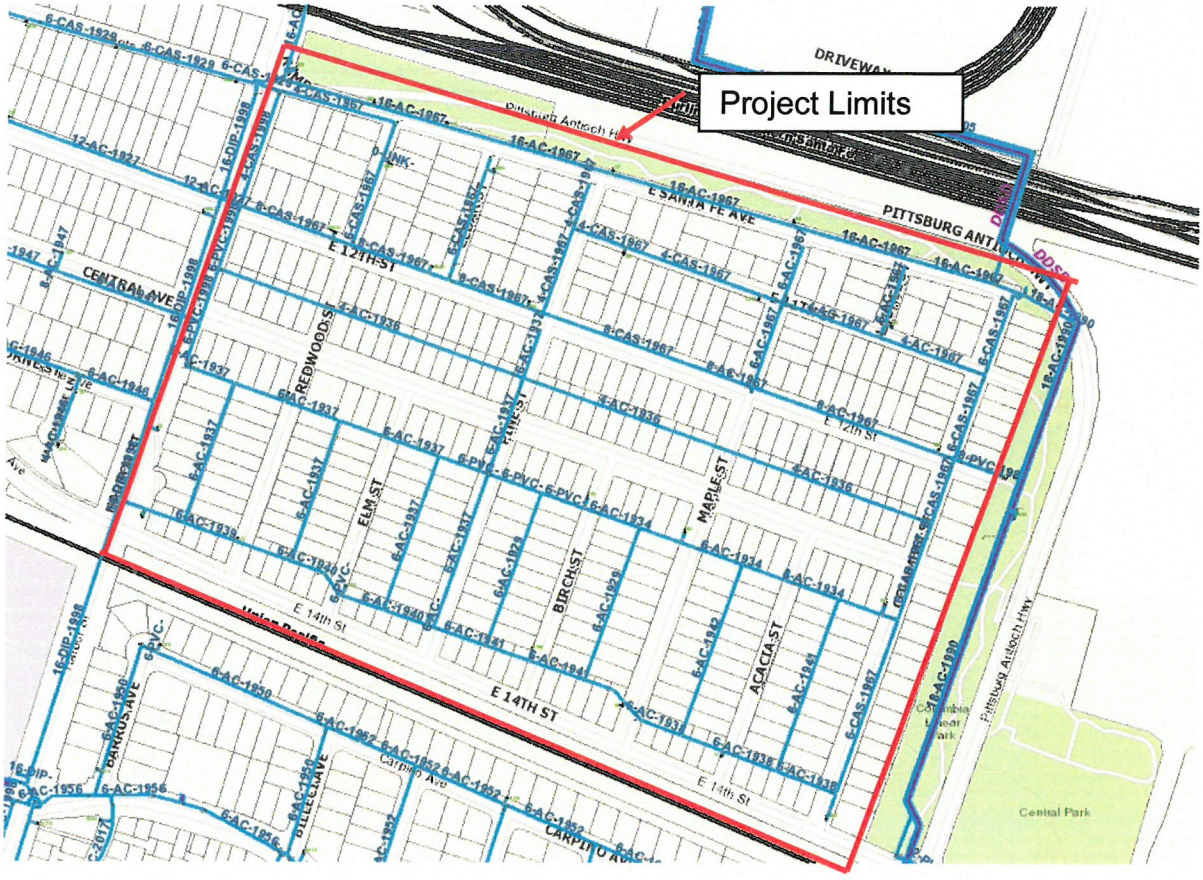
**Estimated Project Cost:**
$1,267,146

**Project Limits:**
Water Treatment Plant

**Funding Sources:**

Eligible Funding Source: WOF
Identified Funding: $1,267,146 WOF

**Project Description:**
This project will provide upgrades to facilities at the Water Treatment Plant, including rehabilitation of filters. Filters were constructed in 1953 and 1973.




# W-102: WATER MAIN INSTALLATION REPLACEMENT PROGRAM

**Project No.**
TBD

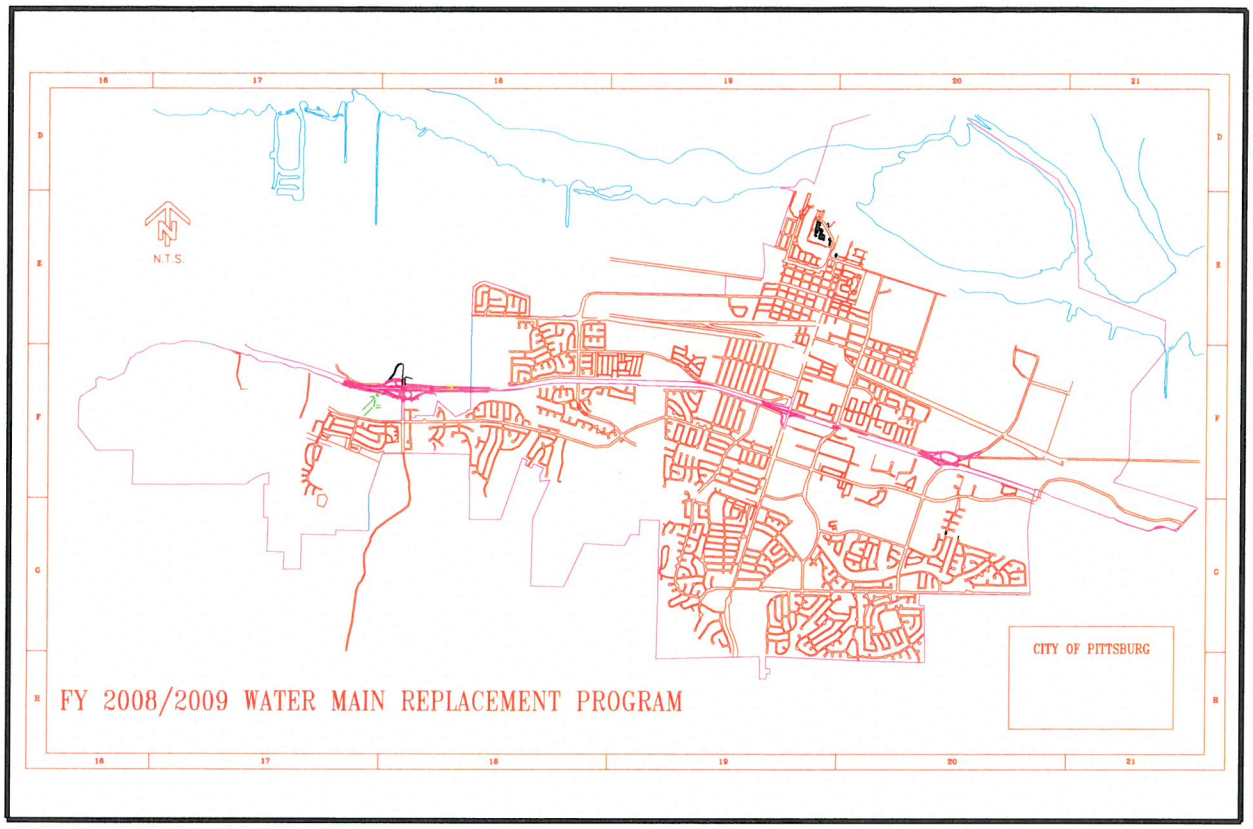
**Status:**
Projected Funding for FY 21/22 & 22/23

**Estimated Project Cost:**
$2,400,000

**Project Limits:**
Central Addition Phase I (Columbia to Harbor & Central Avenue to East 14th Street)

**Funding Sources:**
Eligible Funding Source: WOF
Identified Funding Source: $2,400,000 WOF (F)

**Project Description:** Project identified and will replace water mains, services, and valves that have reached the end of their useful life and have become maintenance problems, and/or install mains to improve fire flow in localized areas. Central Addition Phase I was identified as FY 22/23 & 23/24 sewer and water project. Sewer funds will be added for the replacement of sewer mains with this project.




# W-106: 2016/17 WATER MAIN REPLACEMENT/ INSTALLATION PROGRAM

**Project No.**

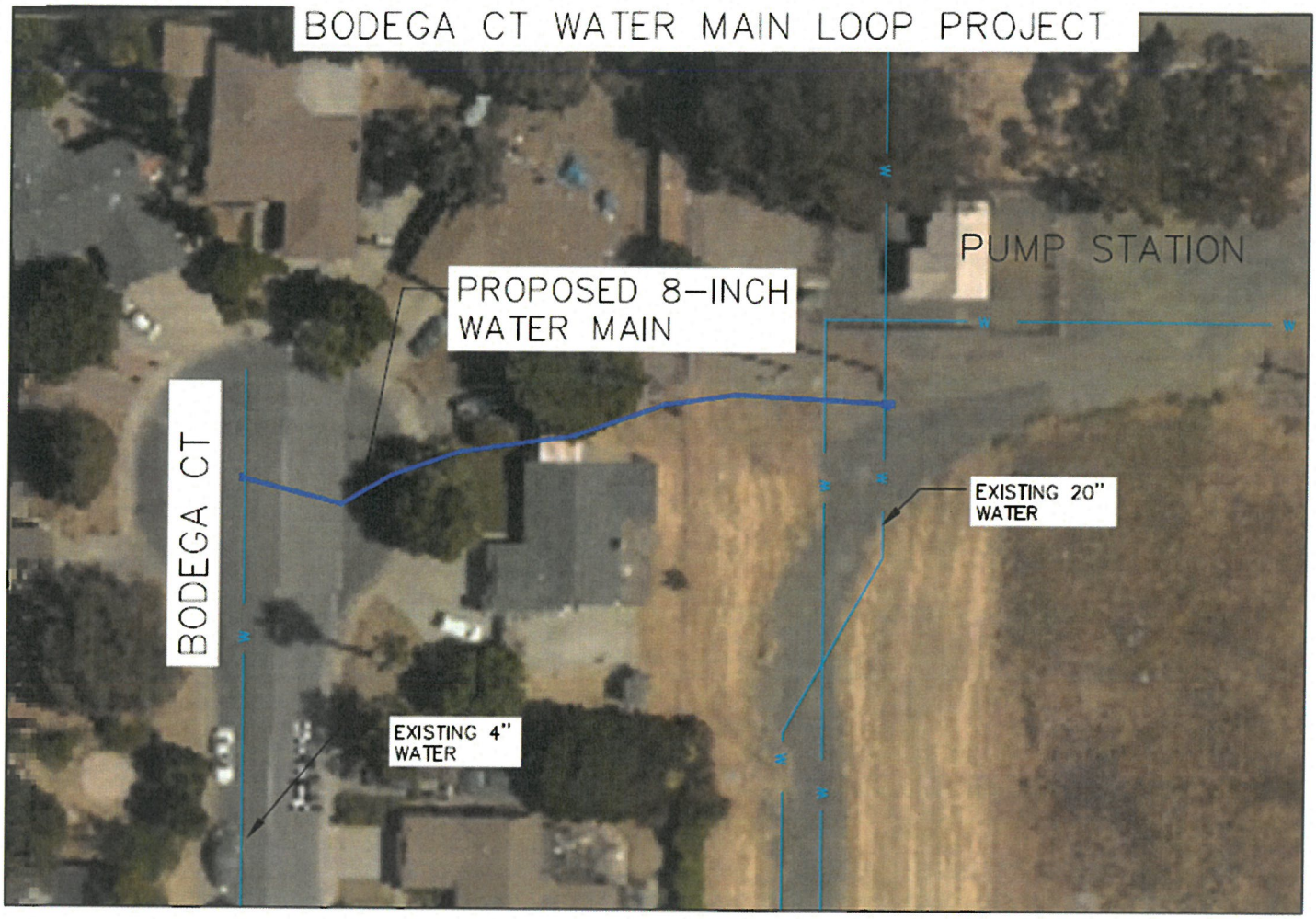
**Status:**
Construction 2019/20

**Estimated Project Cost:**
$6,317,500 ($1,017,500 existing funds combined with sewer project SS-34)

**Project Limits:**
TBD

**Funding Sources:**
Eligible Funding Source: WOF, WFR (503), Wbond
Identified Funding:$5,300,000 WOF, $940,000 Wbond, $77,500 WFR (funds transferred to SS-34 for combined water/sewer project)

**Project Description:**
This project will be included with a sewer project SS-34 2016/17 Sewer/Water Replacement/ Rehabilitation Program to be constructed in the neighborhood north of School Street between Railroad Avenue and Harbor Street.




# W-107: BODEGA COURT WATER SYSTEM LOOP PROJECT

**Project No.**

**Status:**

**Estimated Project Cost:**
$300,000

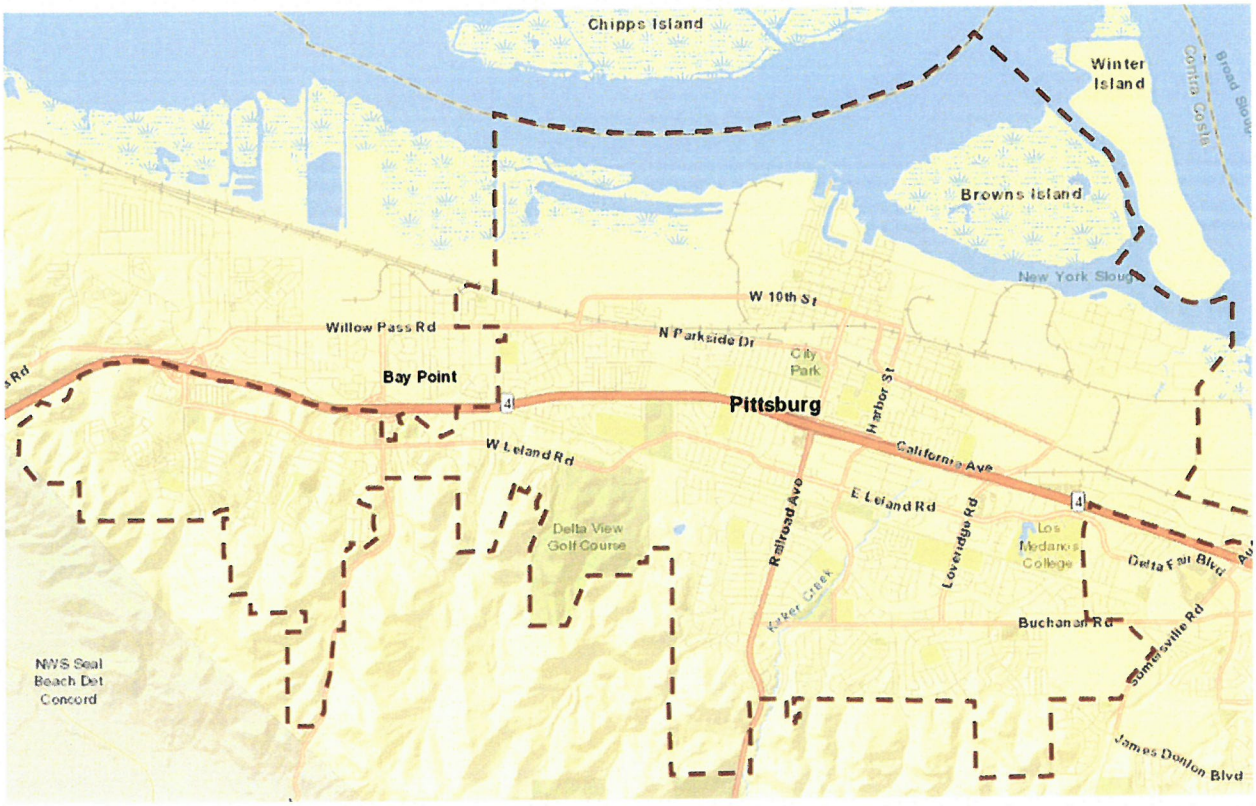
**Project Limits:**
Bodega Court

**Funding Sources**
Eligible Funding Source: WOF, WFR
Identified Funding Source: $300,000 WOF

**Project Description:**

Bodega Ct Water Main Loop Installation Project will establish a tie in between existing 4-inch and 20-inch water main. The Project will Install approximately 220 LF of 8-inch waterline through the access easement located between 2101 & 2103 Bodega Court.

# SEWER PROJECTS




# SS-1: CITYWIDE SEWER INSPECTION PROJECT

**Project No.**
TBD

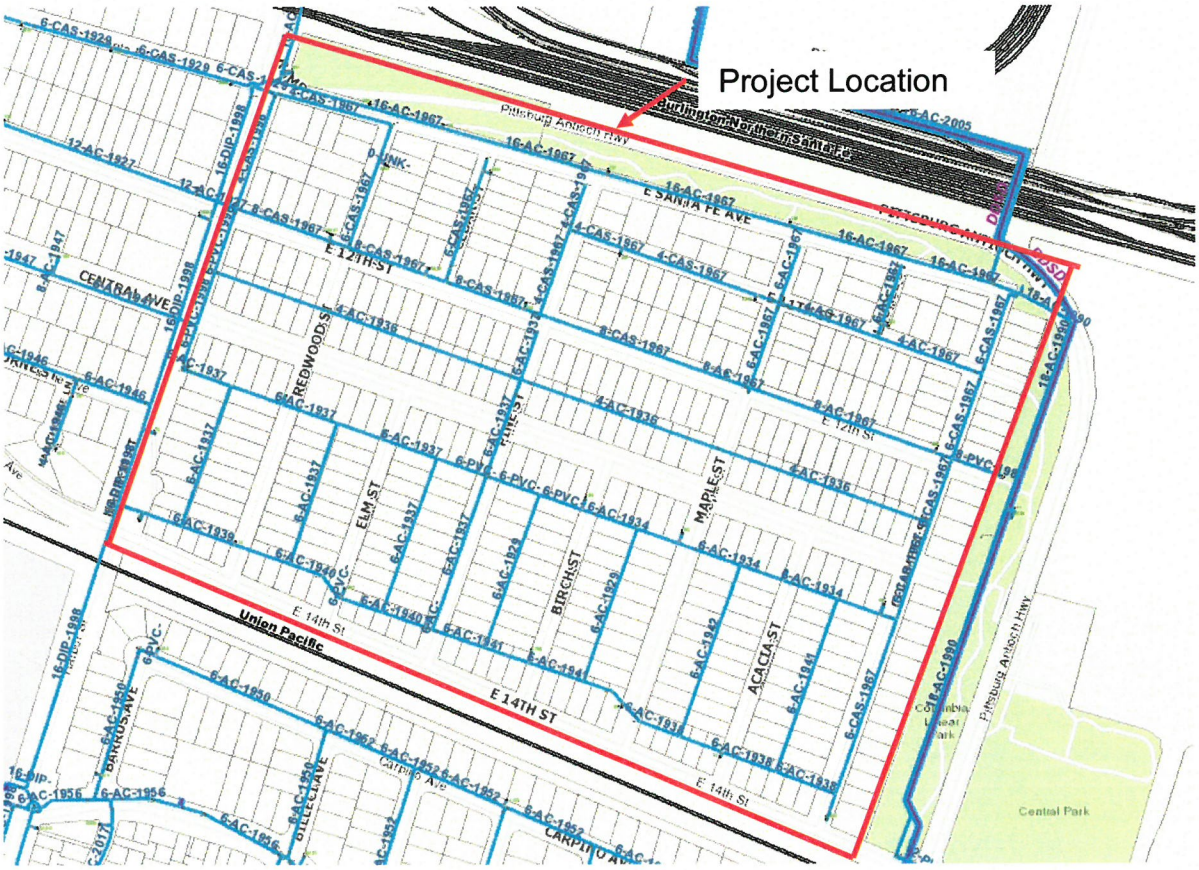
**Status:**
Funded

**Estimated Project Cost:**
$112,410

**Project Limits:**
Various Locations Citywide

**Funding Sources:**
Eligible Funding Source: Sewer Operations Fund
Identified Funding Source: $112,410 SOF

**Project Description:**
Project is for inspecting sewers throughout the City to determine replacement and rehabilitation needs for potential inclusion in future sewer replacement projects.




# SS-2: FY 2022/23 SEWER REPLACEMENT PROGRAM

**Project No.**
TBD

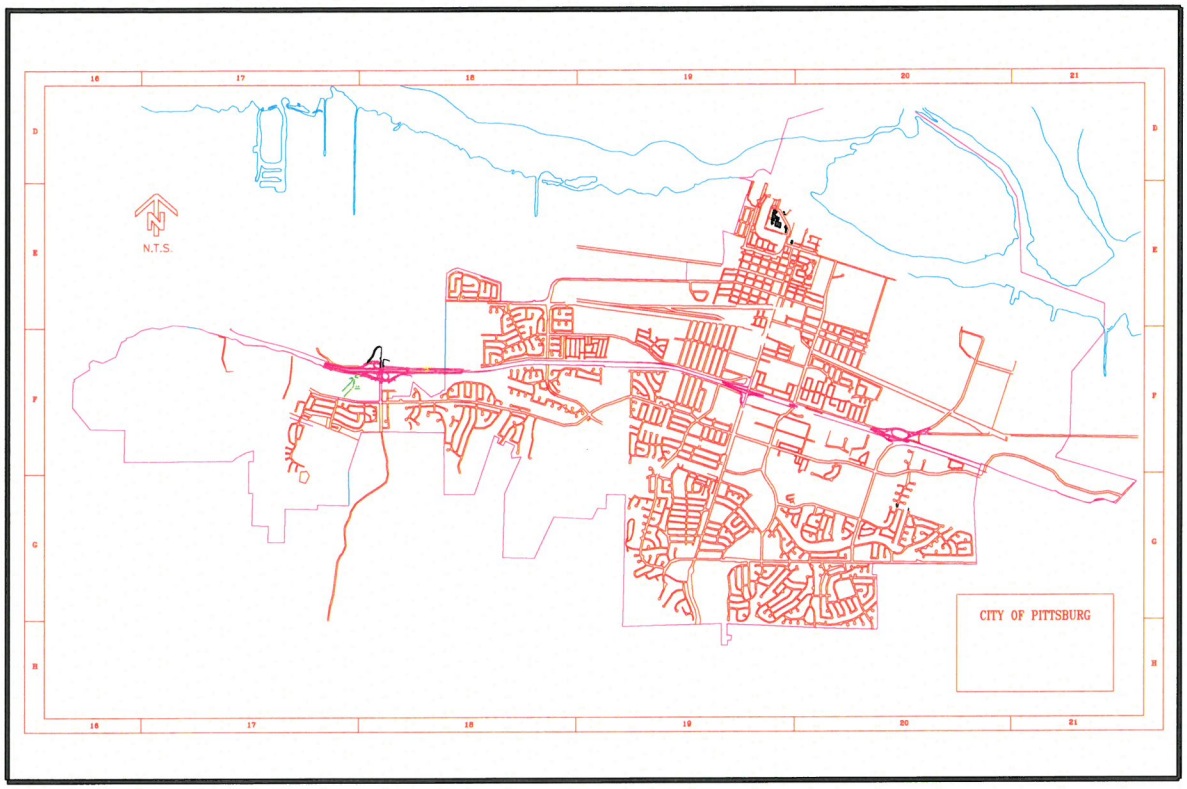
**Status:**
Projected Funding for FY22/23 & 23/24

**Estimated Project Cost:**
$2,900,000

**Project Limits:**
Central Addition Phase I (Columbia Street to Harbor Street and Central to East 14th Street

**Funding Sources:**
Eligible Funding Source: Sewer Operations Fund, SFR
Identified Funding Source: $2,400,000 SOF, $500,000 SFR

**Project Description:**
Project will replace sewer lines that are maintenance problems. Central Addition Phase I was identified as FY 22/23 & 23/24 sewer and water project. Water funds will be added for the replacement of water mains with this project.




## SS-3: FY 2019/20 SEWER REPLACEMENT PROGRAM

**Project No.**
To be determined

**Status:**
Awaiting funding

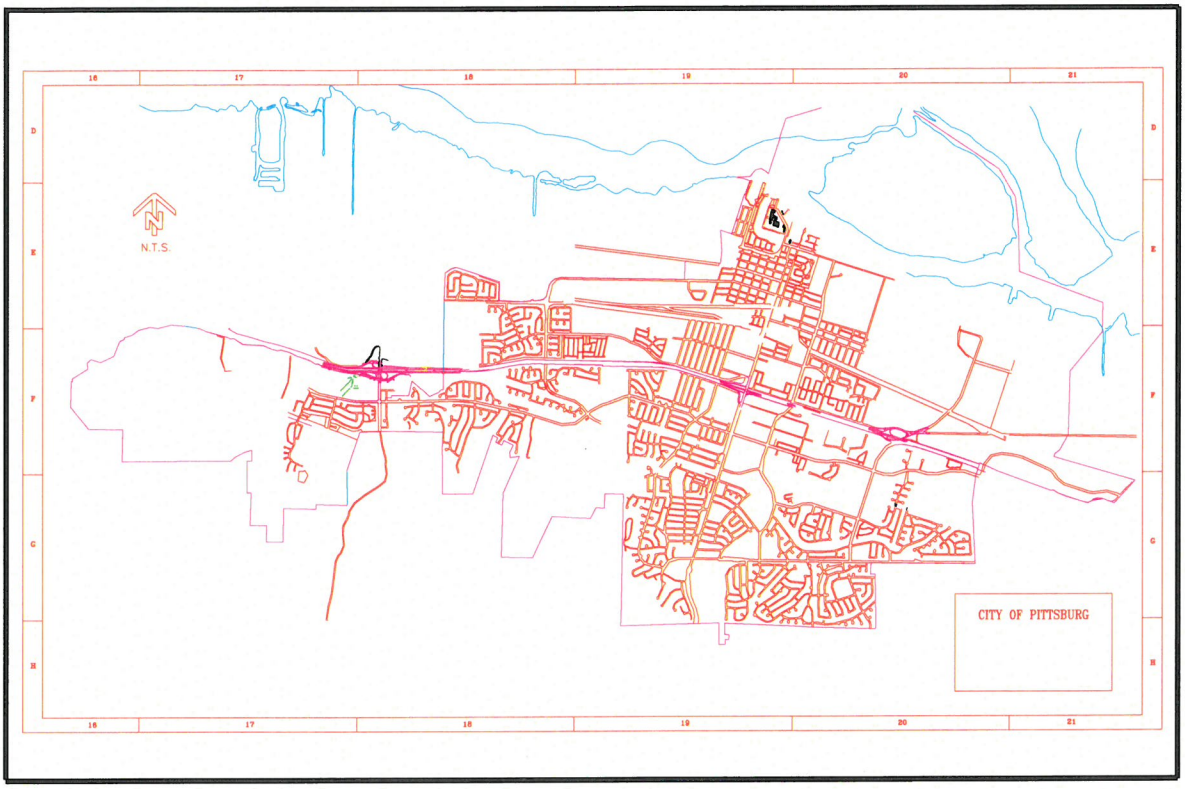
**Estimated Project Cost:**
$2,500,000

**Project Limits:**
To be determined

**Operation and Maintenance**
$0/year

**Funding Sources:**
Eligible Funding Source: Sewer Operations Fund
Identified Funding Source: $2,500,000 SOF

**Project Description:**
Project will replace older sewer mains and laterals lines in the core (central) portions of the City that have higher maintenance and lower reliability.




## SS-4: SEWER MASTER PLAN UPDATE

**Project No.**
TBD

**Status:**
Currently being studied.

**Estimated Project Cost:**
$175,000

**Project Limits:**
Citywide

**Funding Sources:**
Eligible Funding Source: Sewer Operations Fund
Identified Funding Source: $175,000 SOF

**Project Description:**
The City's sewer master plan was last fully updated in 2003. There have been three amendments to the master plan over the years, with the last being completed in 2011. This project is for a full update of the sewer master plan.

# SS-20: PITTSBURG/ANTIOCH HIGHWAY SEWER LINE IMPROVEMENTS

**Project No.**
TBD

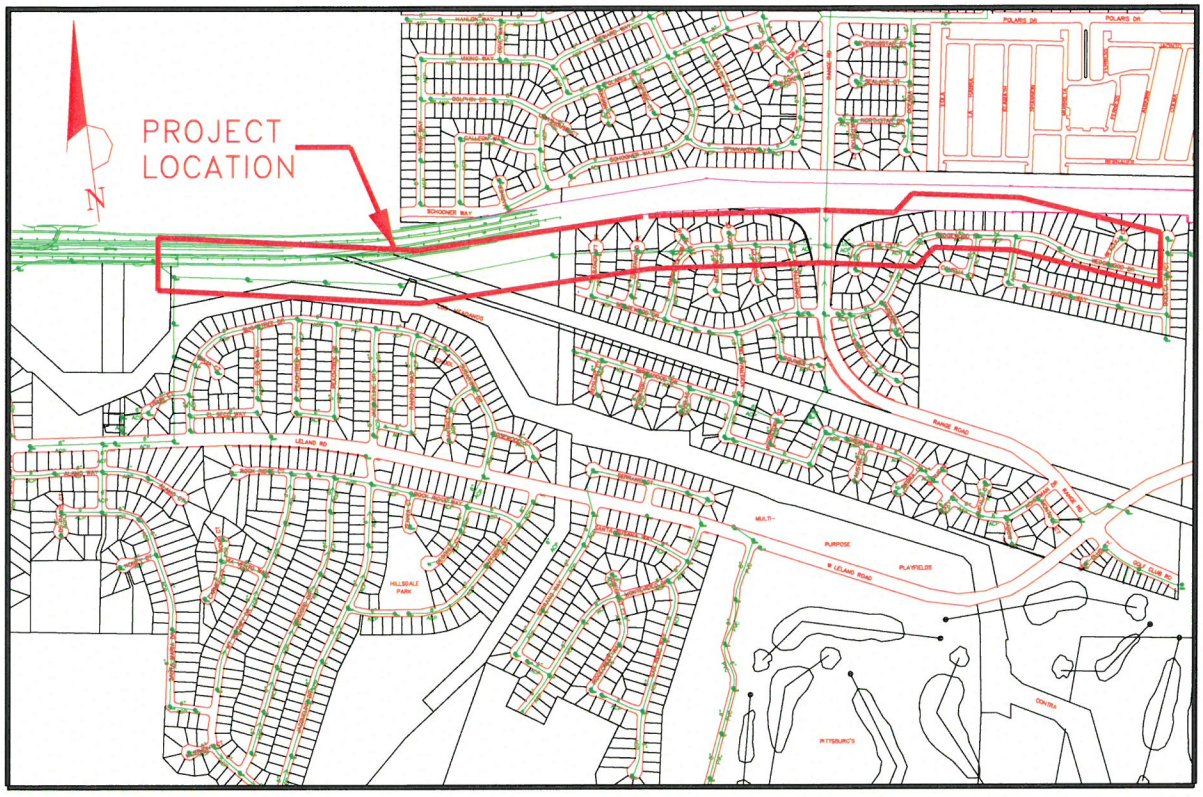
**Status:**
Awaiting Property Owner participation/Funding

**Estimated Project Cost:**
$605,000

**Project Limits:**
Pittsburg Antioch Highway from Delta Diablo to approximately 3200' west.

**Funding Sources:**
Eligible Funding Source: Developer/Sewer Operations Fund
Identified Funding Source: None

**Project Description:**
This project will provide for the installation of approximately 3200 lf of 10" sewer line and laterals to connect to Delta Diablo manhole.




## SS-23: HIGHWAY 4 TRUNK LINE RELIEF (Segment A)

**Project No.**
2007-09

**Status:**
Awaiting funds

**Estimated Project Cost:**
$3,404,000

**Project Limits:**
From east of Bailey Road to PG&E easement

**Operation and Maintenance**
$0/year

**Funding Sources:**
Eligible Funding Source: Sewer Facility Reserve Fund
Identified Funding Source: $200,000 SFR

**Project Description:**
This project is the easterly segment (7,000 ft.) of the Highway 4 sewer trunk line that runs from Bailey Road to the PG&E easement, a total of 9,500 ft. This will be an increase from 12-inch pipe to 15-inch to accommodate new development.

## SS-24: BART SPECIFIC PLAN SEWER MAIN

**Project No.**
**TBD**

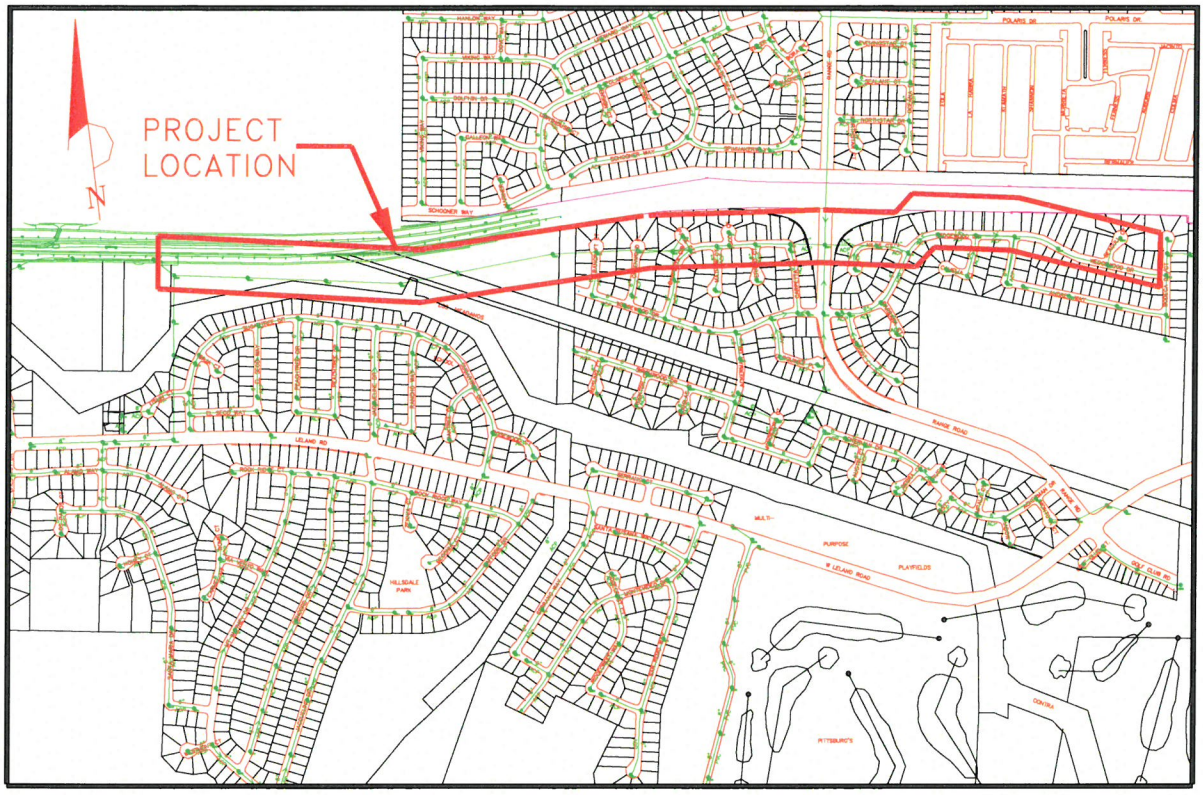
**Status:**
Awaiting funding.

**Estimated Project Cost:**
$284,000

**Project Limits:**
Pittsburg-Bay Point BART Station Area

**Funding Sources:**
Eligible Funding Source: Sewer Facility Reserve Fund
Identified Funding Source: None

**Project Description:**
This project is contingent on development north of West Leland Road, west of Bailey Road. This project will construct a parallel 8" pipe parallel to State Route 4 on the south side and will be approximately 1000' long to improve capacity for future development.




## SS-29: HIGHWAY 4 TRUNK LINE RELIEF (Segment B)

**Project No.**

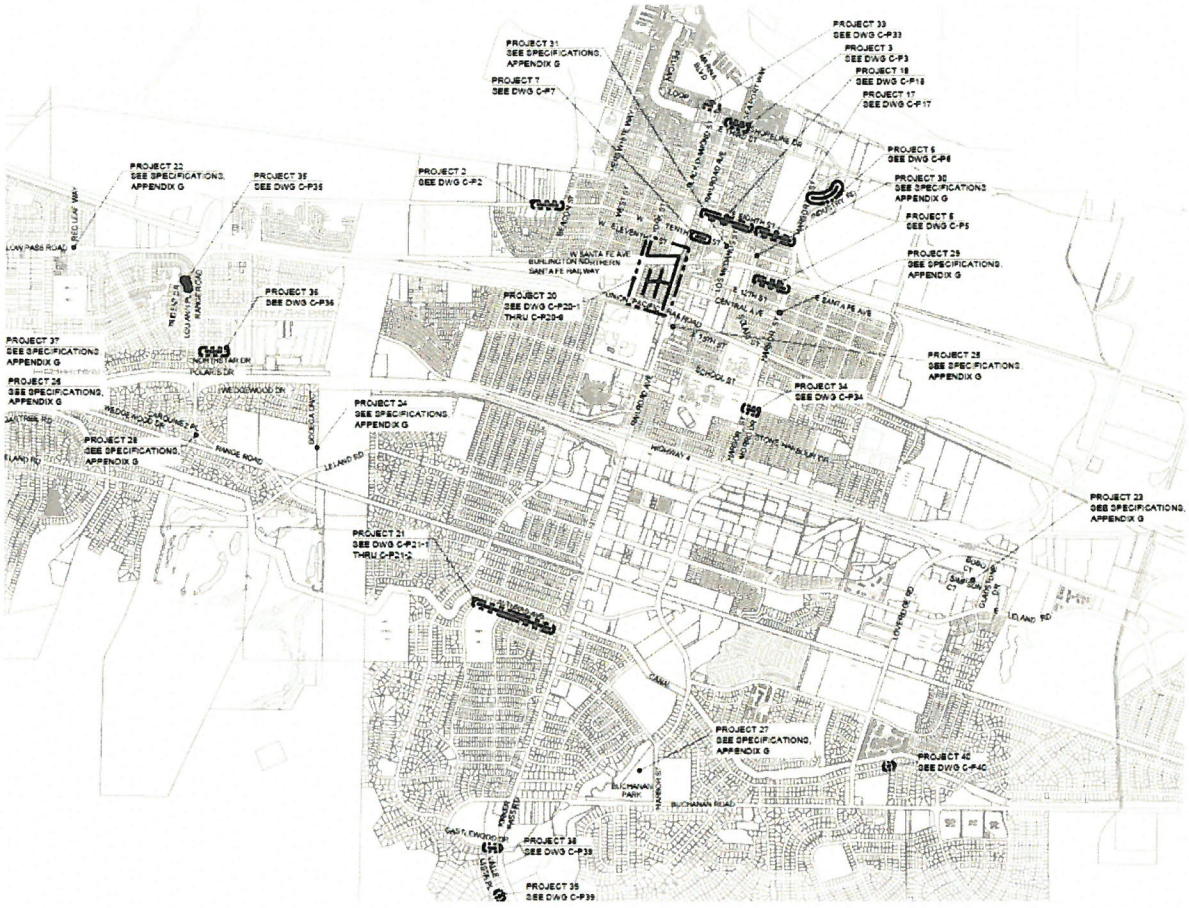
**Status:**
Awaiting funds.

**Estimated Project Cost:**
$1,554,000

**Project Limits:**
From Bailey Road to east.

**Funding Sources:**
Eligible Funding Source: Sewer Facility Reserve Fund
Identified Funding Source: Developer Fees

**Project Description:**
This project is the western segment (2,500 ft.) of the State Route 4 sewer trunk line that runs from Bailey Road to the PG&E easement, a total of 9,500 ft. This will be an increase from 12-inch pipe to 15-inch to accommodate new development.




# SS-30: FY 2014/15 SEWER REPLACEMENT PROGRAM

**Project No.**
2012-15

**Status:**
2019/20 Final Phase of Construction

**Estimated Project Cost:**
$10,000,000

**Project Limits:**
Locations Citywide

**Funding Sources:**
Eligible Funding Source: Sewer Operations Fund, WOF, WFR
Identified Funding Source: $8,300,000 SOF, $950,000 WOF, $750,000 WFR

**Project Description:**
Project will replace sewer lines that are maintenance problems. Water funds are added for the replacement of water mains with this project. The Project includes rehabilitation of water and sanitary sewer facilities, spot repairs, and manhole installation/rehabilitation in several areas throughout the City. This work will help alleviate chronic problem areas that require a significant amount of maintenance and repairs by the Public Works Department.

# SS-31: OAK HILLS CENTER SEWER MAIN

**Project No.**
TBD

**Status:**
Awaiting funding and development.

**Estimated Project Cost:**
$650,000

**Project Limits:**
Behind Oak Hills Center adjacent to Bailey Road

**Funding Sources:**

Eligible Funding Source: Sewer Facility Reserve Fund
Identified Funding Source: None

**Project Description:**
This project is contingent on future development. It will increase capacity of the existing 1,300- foot 6" sewer line by pipe bursting to an 8" diameter sewer line when needed. The exact alignment of the pipe will be determined through design.

# SS-34: 2016/17 SEWER/WATER REPLACEMENT AND REHABILITATION

**Project No.**
5205

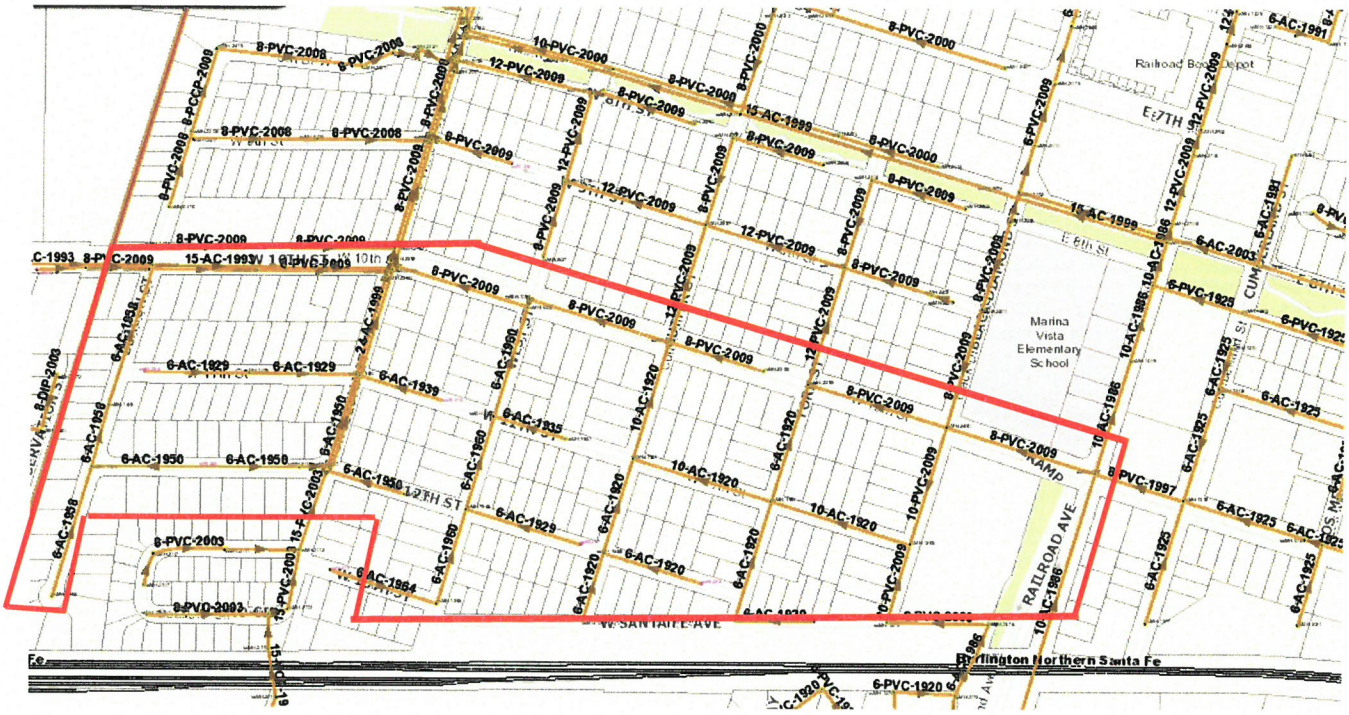
**Status:**
Construction Scheduled for 2019/20

**Estimated Project Cost:**
$12,927,500

**Project Limits:**
North of School Street between Harbor Street and Railroad Avenue, Willow Pass Road, and Bayside Knolls Subdivision

**Funding Sources:**
Eligible Funding Source: Sewer Operating (SOF), Sewer Facility Reserves (SFR), Water Operations (WOF), Water Facility Reserves (WFR), Water Bond (WBond)
Identified Funding Source: $6,150,000 SOF $460,000 SFR, $5,300,000 WOF, $77,500 WFR 503, $940,000 Wbond

**Project Description:**
Project will replace sewer and water mains that are maintenance problems. The bulk of this project will be the neighborhood north of School Street. Other areas include Willow Pass Road and Bayside Knolls Subdivision This project will be funded with water and sewer funds to replace infrastructure in the Schools Street area.




# SS-36: FY 2020/21 SEWER REPLACEMENT PROGRAM

**Project No.**
TBD

**Status:**
Projected Funding for FY 19/20 & FY 20/21

**Estimated Project Cost:**
$2,100,000

**Project Limits:**
Black Diamond Street to Beacon Street and West Santa Fe to West Tenth Street

**Funding Sources:**
Eligible Funding Source: Sewer Operations Fund
Identified Funding Source: $2,100,000 SOF

**Project Description:**
Project will replace older sewer mains and laterals lines in the core (central) portions of the City that have higher maintenance and lower reliability.

# STORM DRAIN PROJECTS

## SD-1: SUGARTREE CHANNEL (Contra Costa Canal to East Bay Municipal Utility District)

**Project No.**
TBD

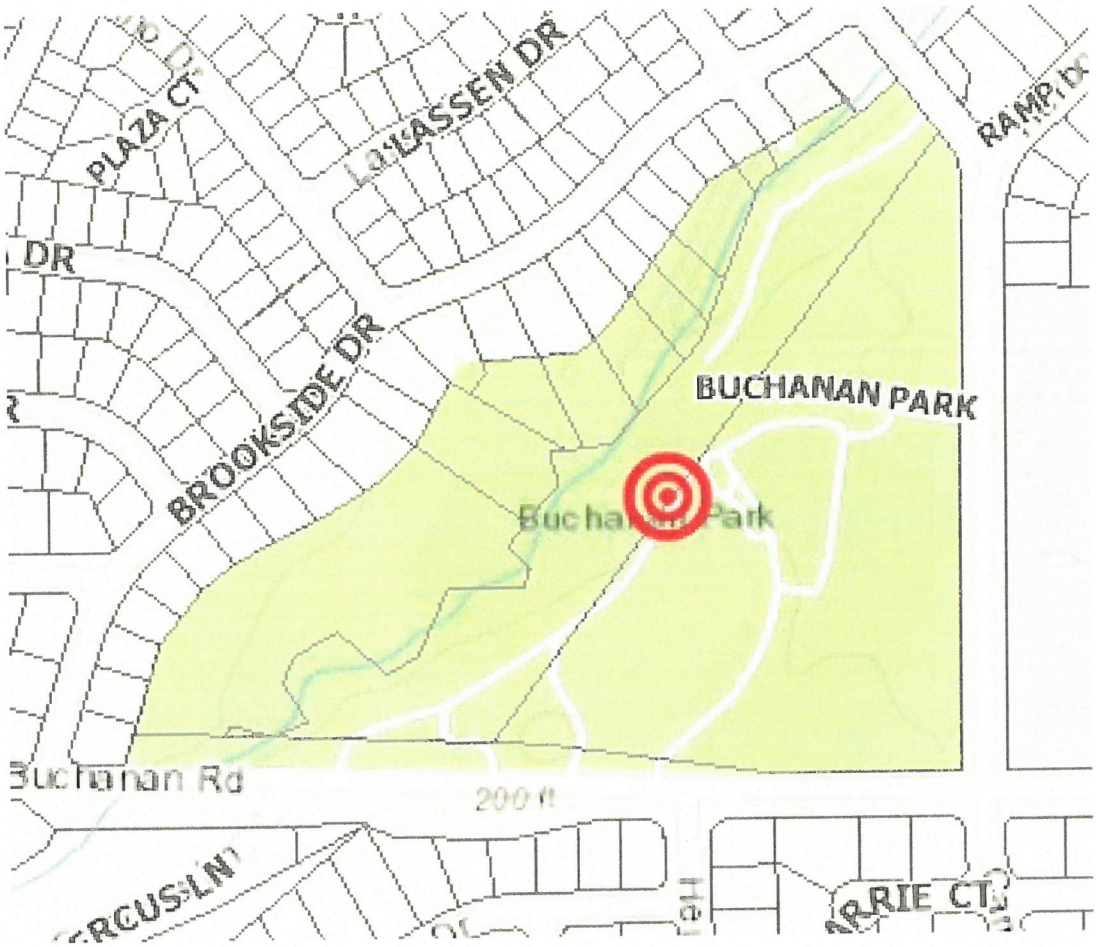
**Status:**
Awaiting funding/Evaluating needs.

**Estimated Project Cost:**
$675,000

**Project Limits:**
Storm drain channel from Contra Costa Canal to EBMUD corridor

**Funding Sources:**
Eligible Funding Source: Potential FEMA grant
Identified Funding Source: None

**Project Description:**
This project is to excavate and widen a channel that has become severely silted up and overgrown with willow trees. This area has become a bottleneck for storm water flows. The restricted flow has caused flooding on Sugartree Drive during major storm events. Staff is preparing a grant request from FEMA to assist with funding.




# SD-2 BUCHANAN PARK PARKING LOT RETROFIT

**Project No.**

**Status:**
Awaiting funding

**Estimated Project Cost:**
$975,000

**Project Limits:**
Buchanan Park Parking Area

**Funding Sources**
Eligible Funding Sources: Proposition 1 Stormwater Grants
Identified Funding Sources: none

**Project Description:**
Divert surface stormwater runoff from the parking lot area into vegetated swales and bioretention pockets throughout the parking lot area.

## SD-3: FULL TRASH CAPTURE DEVICE (CALIFORNIA AVENUE AND LOVERIDGE ROAD)

**Project No.**

**Status:**
Awaiting Funds

**Estimated Project Cost:**
$250,000

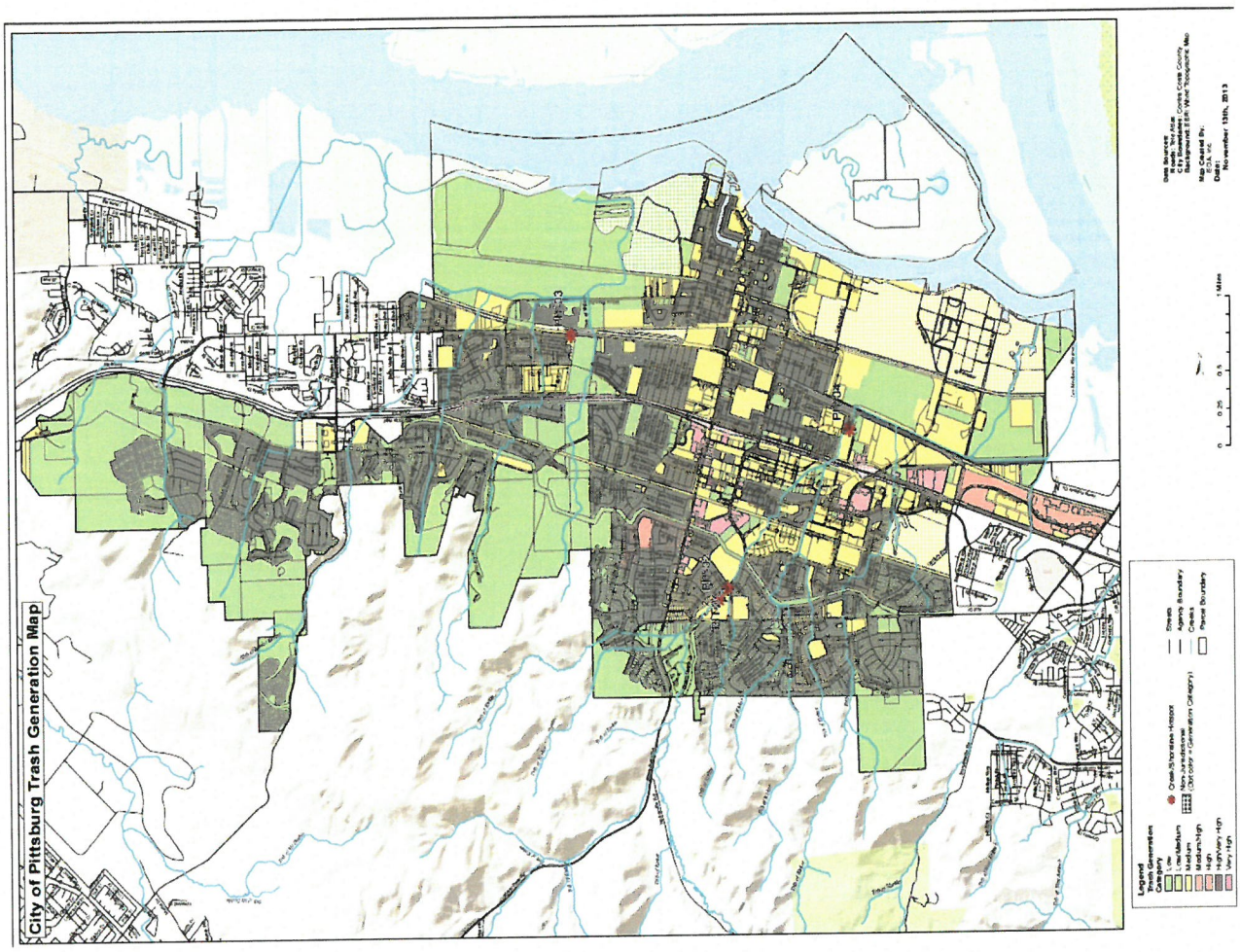
**Project Limits: South eastern corner of**
Loveridge Road and California Avenue

**Operation and Maintenance**
Minimum of twice per year or as required.

**Funding Sources:**
Eligible Funding Source: Grants
Identified Funding Source: None

**Project Description:**
This project involves installation of 50 linear feet of 36" Storm Flo Full Trash Capture screens, concrete foundation and overflow weir.

Installation of this device will help the City meet its required trash generation load reduction goals by capturing trash generated from approximately 90 acres of high and medium generation areas.




# SD-4: FULL TRASH CAPTURE DEVICES (CITYWIDE)

**Project No.**
TBD

**Status:**
Awaiting Funding

**Estimated Project Cost:**
$ 50,000

**Project Limits:** Areas identified as Very High, High, and Medium Trash Generating areas Citywide.

**Operation and Maintenance**
Minimum of four times per year or as required.

**Funding Sources**
Eligible Funding Source: Grants
Identified Funding Source: none

**Project Description:**
This project involves purchase and installation of proprietary in- structure full trash capture devices within catch basins located in areas of very high, high, and medium trash generating areas citywide to help meet the City's required trash load reduction goals.

## SD-5: W. 8th STREET STORM DRAIN PUMP STATION

**Project No.**
TBD

**Status:**
Awaiting Funding

**Estimated Project Cost:**
$ 180,000

**Project Limits:** End of box culvert north of the end of W. 8th Street

**Operation and Maintenance**

**Funding Sources**
Eligible Funding Source: IRRF

Identified Funding: none

**Project Description:**
This project will install a dewatering pump to remove standing water in the box culvert north of W. 8th Street. Removal of the water will reduce silt buildup in the box culvert and prevent standing water in the box culvert on W. 8th Street which currently remains full of water year round since it is tied to the box culvert by a 12" storm drain pipe.

# SD-6 STORM WATER DIVERSION FOR KIRKER CREEK EAST OF LOVERIDGE ROAD

**Project No.**
TBD

**Estimated Project Cost:**
$1,250,000

**Status:**
Awaiting funding

**Project Limits:**
Project is from intersection of East California Ave. and Loveridge Rd. to Kirker Creek Channel along Pittsburg Antioch Hwy.

**Funding Sources**
Eligible Funding Sources: Kirker Creek Fund
Identified Funding: TBD

**Project Description:**
To construct an overflow storm drain line to accept additional storm water capacity in a line that was constructed with Highway 4 widening from an existing 25 year storm to a 50 year storm

# SD-7: WEST LELAND ROAD STORM DRAIN IMPROVEMENTS (CRESTVIEW DRIVE TO BURTON AVENUE)

**Project No.**
TBD

**Status:**
unfunded

**Estimated Project Cost:**
$680,000

**Project Limits:**
South west corner of Crestview Dr and West Leland Rd to Burton Ave.

**Funding Sources**
Identified Funding: none

**Project Description:**
Construct new storm drain pipeline with inlets to prevent street flooding. Pipeline will begin with inlets located at the south west corner of Crestview Drive and West Leland Road.

# SD-8 STORM DRAIN REPAIR PROJECT (2 LOCATIONS)

**Project No.**
TBD

**Status:**
Unfunded

**Estimated Project Cost:**
$275,000

**Project Limits:**
Location 1 - Buchanan Road East of Harbor Street
Location 2 - W Leland Road at John Henry Johnson Drive

**Funding Sources**
Eligible Funding Sources: IRRF, Measure J, Gas Tax
Identified Funding: none

**Project Description:**
Significant settlement is occurring at Buchanan Road east of Harbor Street and at W Leland Road near John Henry Johnson Drive where existing storm drain pipes cross the road. CCTV had identified deficiencies in the storm drain pipe at the Buchanan Road location and the exact cause of the settlement at W Leland is unknown at this time. Work will include investigation, design and construction for the replacement and/or in-place repair of existing storm drain piping and repair to the roadway surface to correct the settled areas and prevent future settlement.

# SD-9: AMERICANA PARK STORM DRAINAGE PROJECT

**Project No.**
2009-01

**Status:**
Design Complete/Awaiting Funding

**Estimated Project Cost:**
$700,000

**Project Limits:**
Polaris Drive to Parkside Drive

**Funding Sources:**
Eligible Funding Source: Kirker Creek Improvement Fund, FEMA Grant
Identified Funding Source: $120,000 CCIF
$580,000 IRRF

**Project Description:**
This project will reduce overflows onto North Parkside Drive from the undersized detention pond at Americana Park by constructing a drainage channel across the PG&E utility corridor. Project requires obtaining an easement from PG&E.

# SD-10: KIRKER CREEK IMPROVEMENT (LOVERIDGE ROAD TO CORTEVA (DOW))

**Project No.**
**TBD**

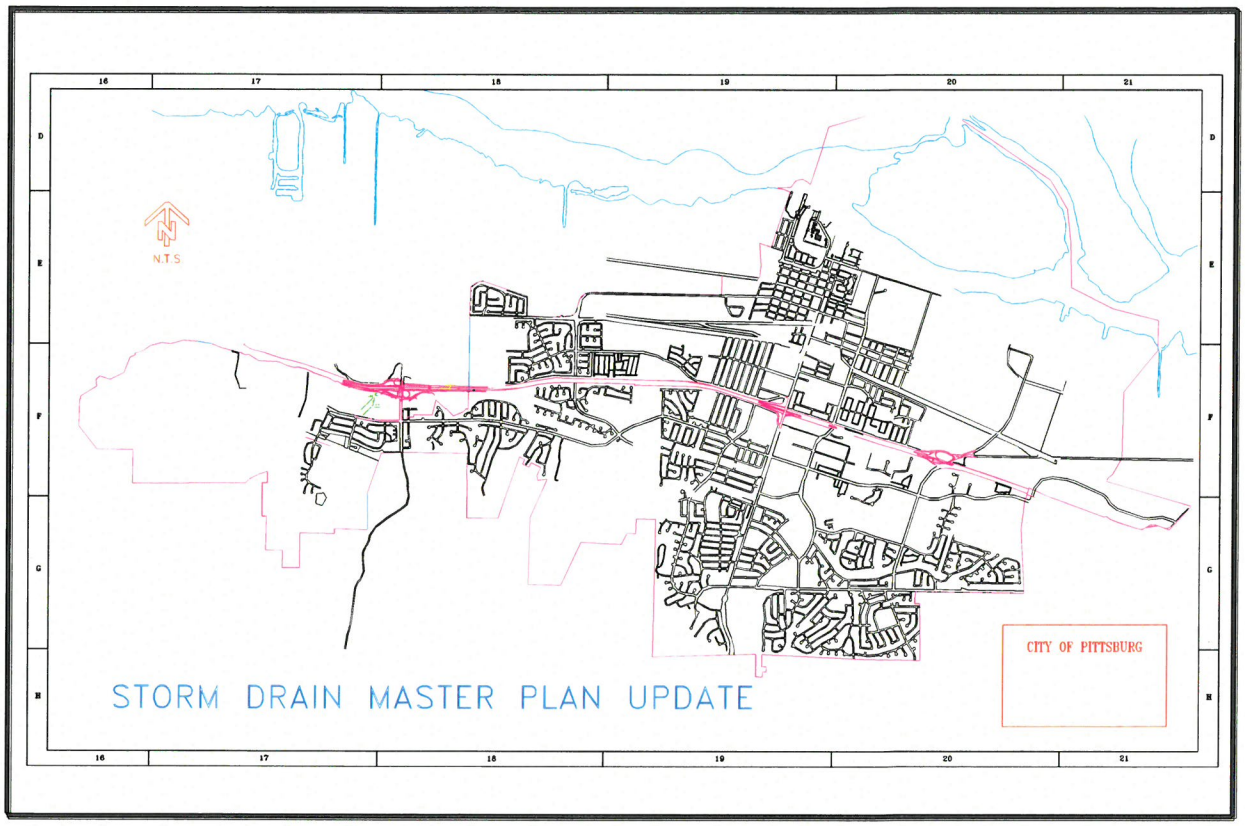
**Status:**
Awaiting funding

**Estimated Project Cost:**
$1,210,000

**Project Limits:**
Kirker Creek East of Loveridge Road

**Funding Sources:**
Eligible Funding Source: Kirker Creek Improvement Fund
Identified Funding Source: None

**Project Description:**
This project included planning, design and construction of improvements to prevent flooding along Kirker Creek north of the Pittsburg Antioch Hwy. This project includes improving the underside pipes, culverts and channels along Kirker Creek from Loveridge Road to Corteva.




## SD-11: STORM DRAIN MASTER PLAN UPDATE

**Project No.**
TBD

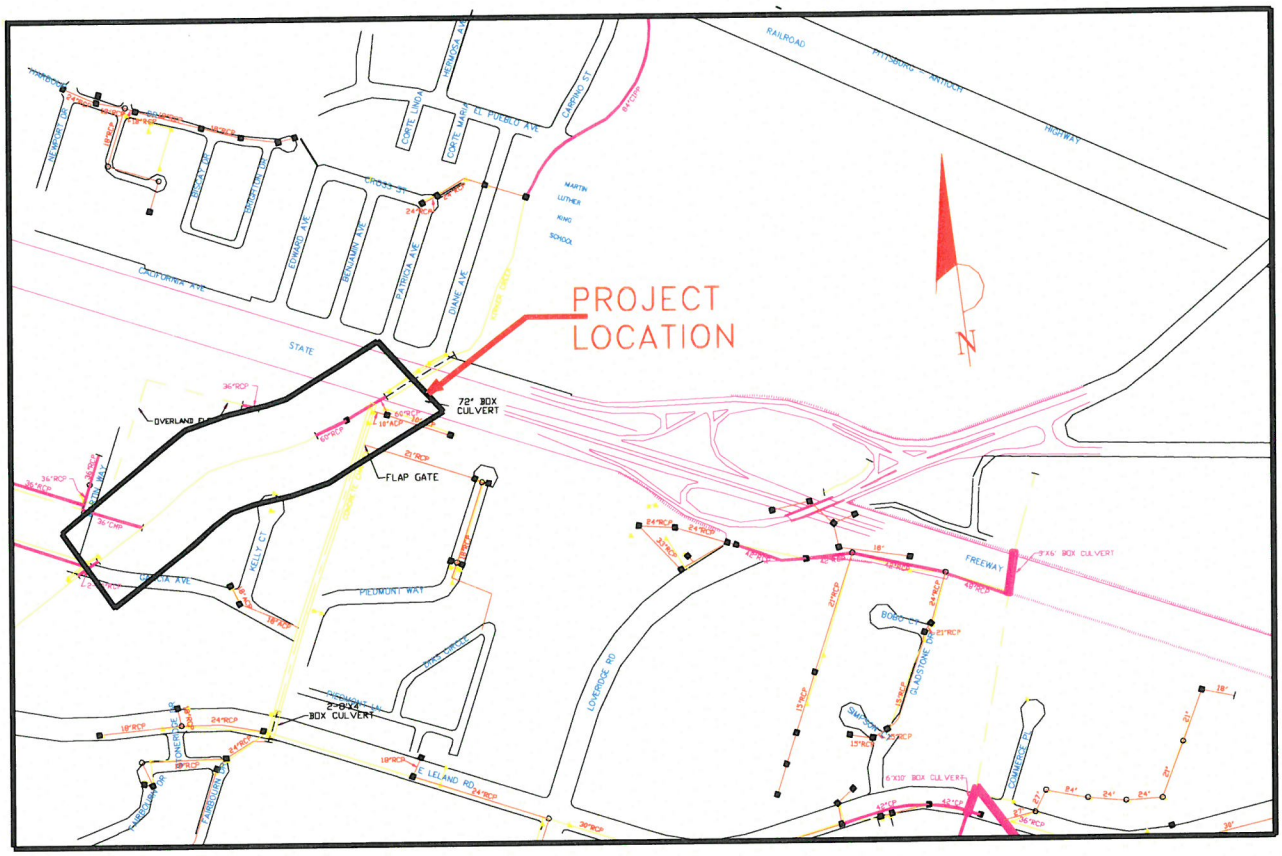
**Status:**
Awaiting funding.

**Estimated Project Cost:**
$400,000

**Project Limits:**
Citywide

**Funding Sources:**
Eligible Funding Source: Kirker Creek Improvement Fund
Identified Funding Source: $100,000 Kirker Creek Improvement Fund,

**Project Description:**
Phase Seven of the Stormwater Management Plan was completed in July 1999. This project will update the Master Plan to ensure adequate capacity in the City's storm drainage system now and in future years.




## SD-12: KIRKER CREEK WATERSHED (State Route 4 to Garcia Avenue)

**Project No.**
TBD

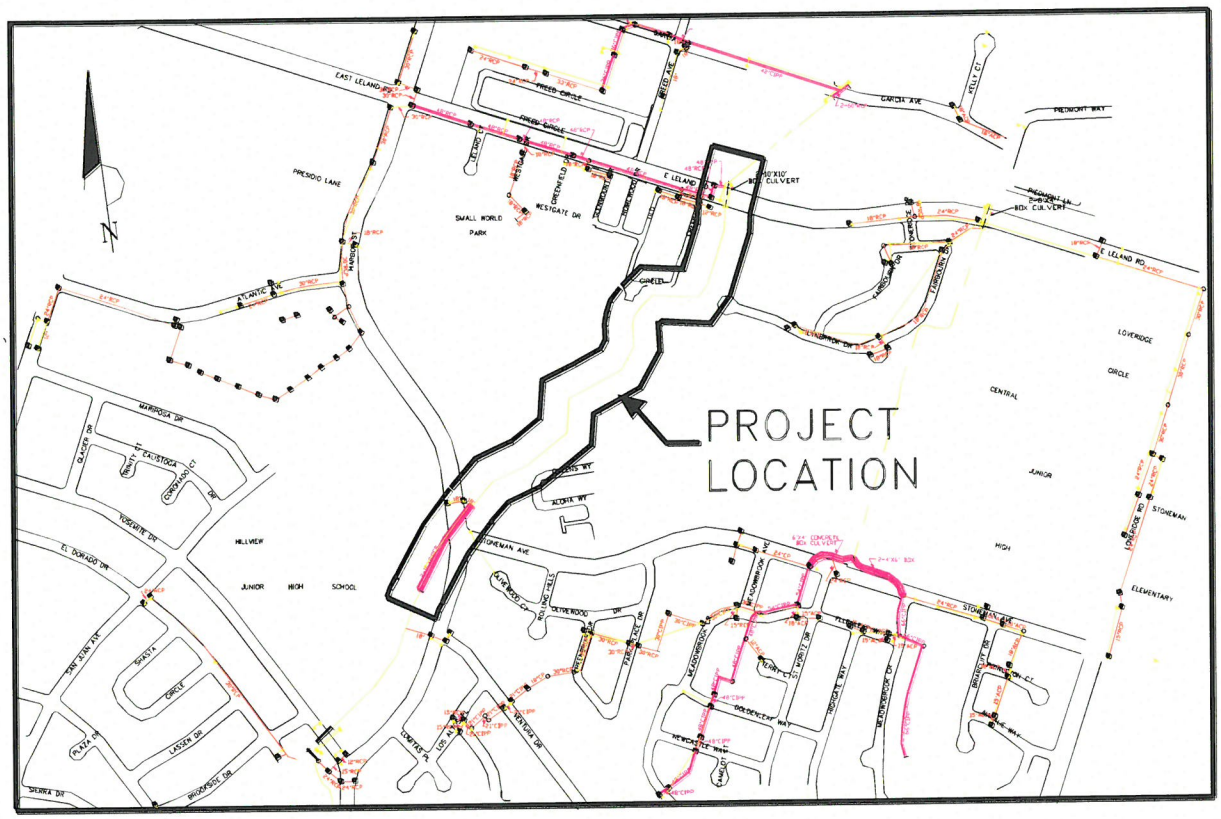
**Estimated Project Cost:**
$1,725,000

**Status:**
Awaiting funding/Evaluating needs.

**Project Limits:**
Kirker Creek from Hwy. 4 to Garcia Avenue

**Funding Sources:**
Eligible Funding Source: Kirker Creek Impervious Surface Drainage Fee, Proposition 1 Grants
Identified Funding Source: none

**Project Description:**
This project will improve all the undersized pipes, and channels from Hwy 4 to Garcia Avenue. These improvements were identified in the July 1999, *Stormwater Management Plan* as conduits 8043, 8045, 8047, 8048, and 8049. This project includes 955' of channel restoration to promote stormwater infiltration improvements and 260' of pipe improvements.




# SD-13: KIRKER CREEK WATERSHED (East Leland Road to Contra Costa Canal

**Project No.**
TBD

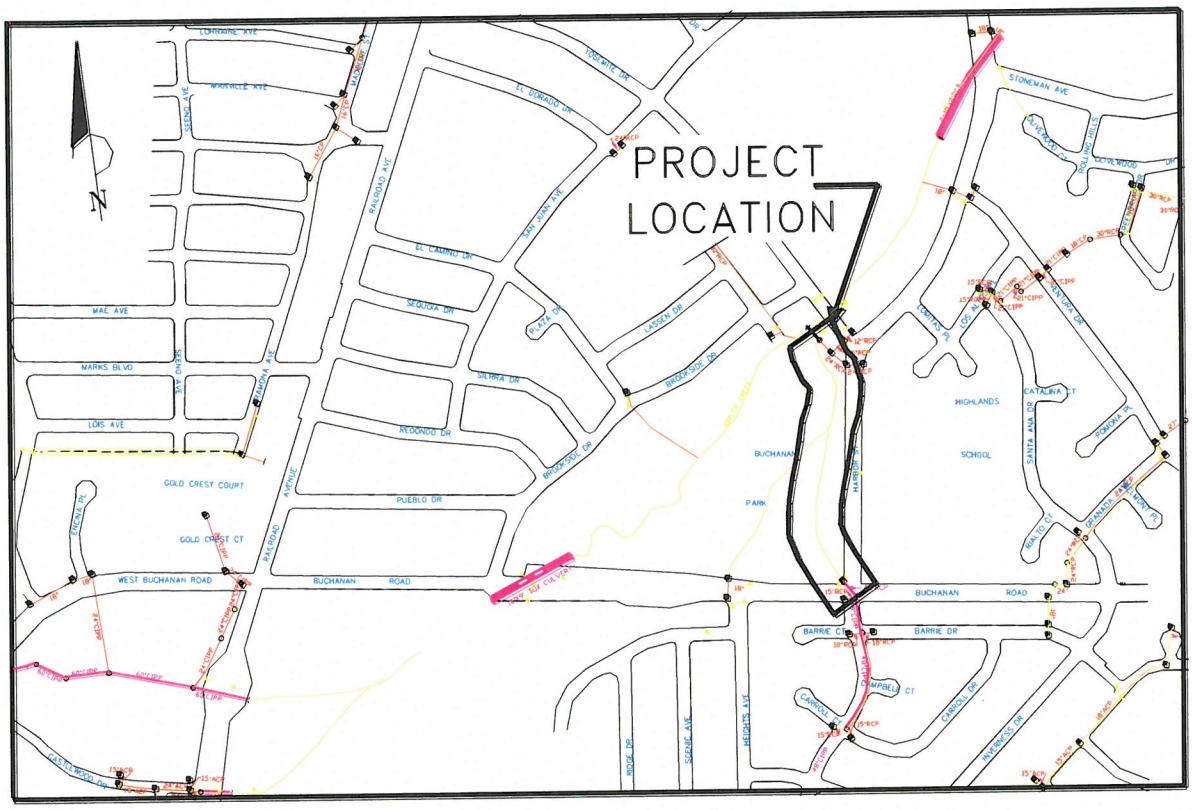
**Status:**
Awaiting funding/Evaluating needs.

**Estimated Project Cost:**
$395,000

**Project Limits:**
Kirker Creek from East Leland Rd to just south of Stoneman Avenue

**Funding Sources:**
Eligible Funding Source: Kirker Creek Impervious Surface Drainage Fee
Identified Funding Source: TBD

**Project Description:**
This project will improve all the undersized pipes, and culverts from East Leland Road to the Contra Costa Canal. These improvements were identified in the July 1999, *Stormwater Management Plan* as conduits 8053, 8057, 8061, and 8067. This project includes 147' of culvert improvements and 478' of pipe improvements.




## SD-14: KIRKER CREEK WATERSHED (Contra Costa Canal to Buchanan Road)

**Project No.**

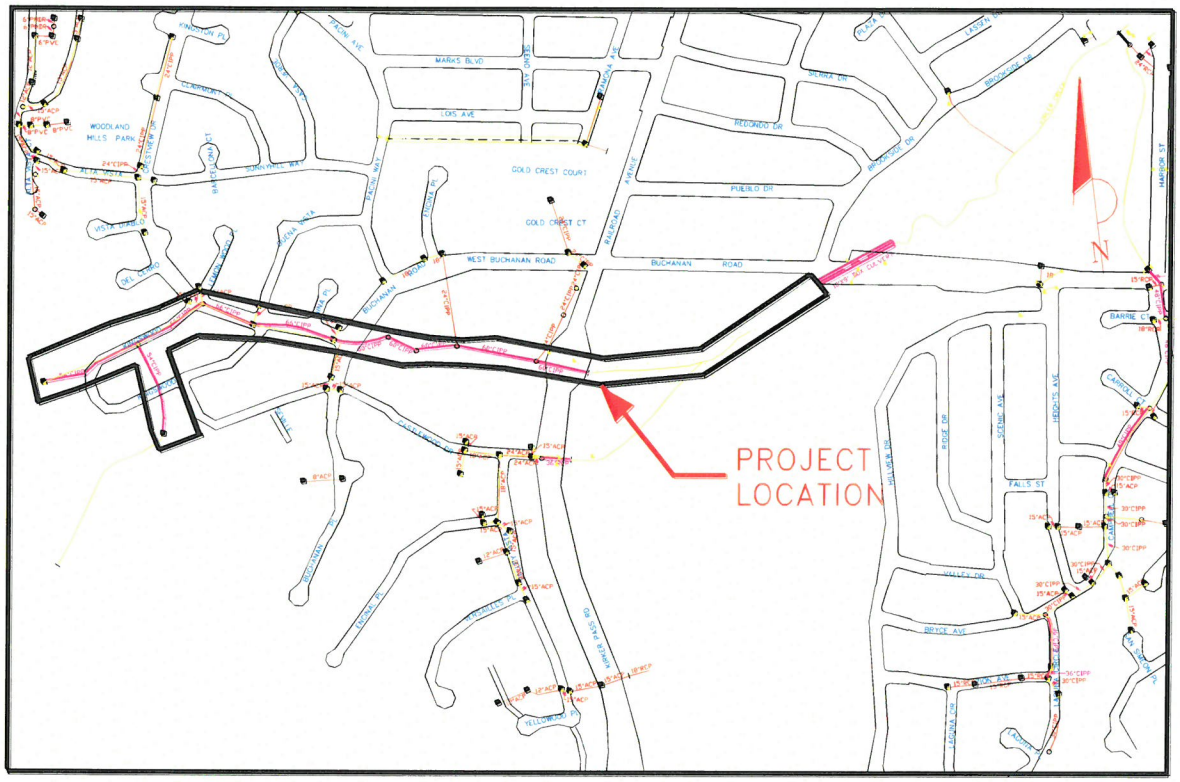
**Status:**
Awaiting funding/Evaluating needs.

**Estimated Project Cost:**
$350,000

**Project Limits:**
Kirker Creek from Contra Costa Canal to Buchanan Road

**Funding Sources:**
Eligible Funding Source: Kirker Creek Impervious Service Drainage Fee
Identified Funding Source: TBD

**Project Description:**
This project will improve all the undersized pipes, and culverts from the Contra Costa Canal to Buchanan Road. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 8071 and 8075. This project includes 425' of culvert improvements and 114' of pipe improvements.




## SD-15: KIRKER CREEK WATERSHED (Buchanan Road to Kingswood)

**Project No.**
TBD

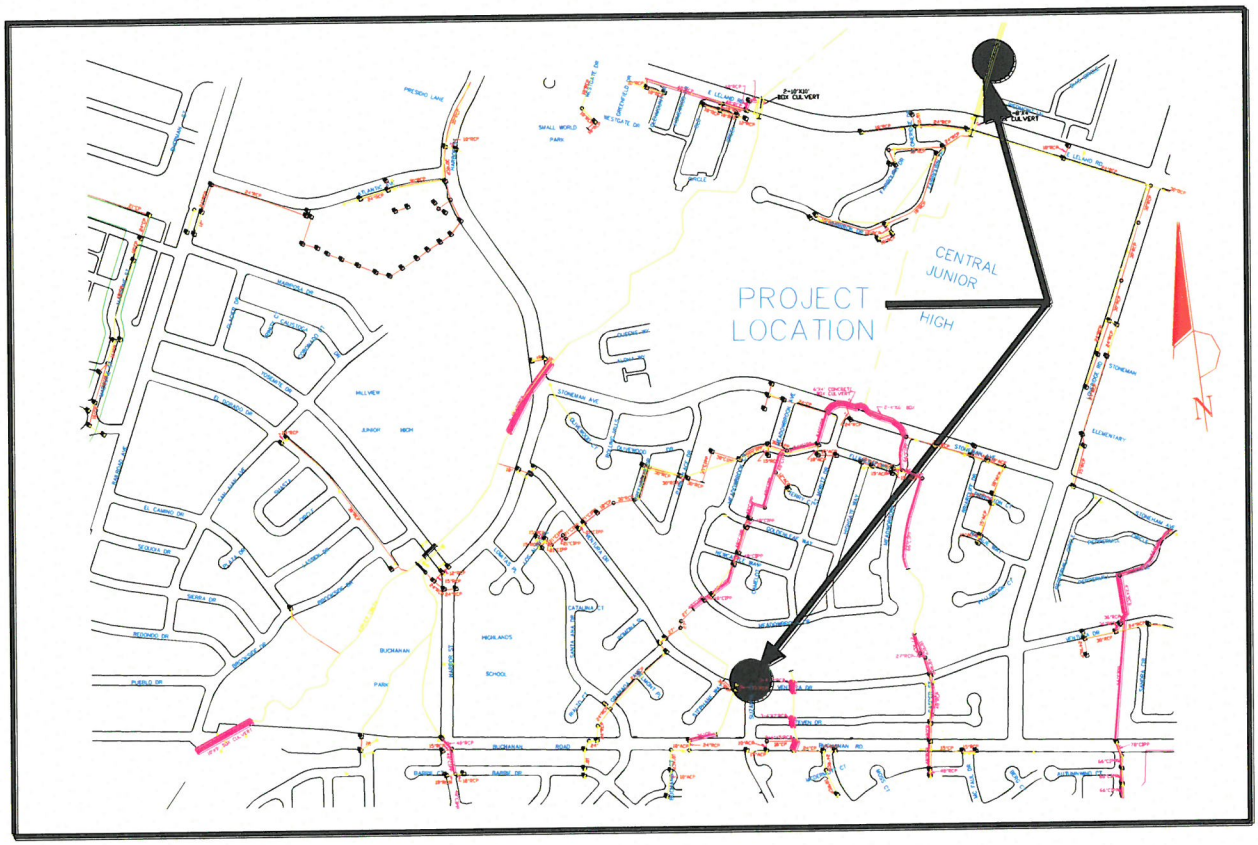
**Status:**
Awaiting funding/Evaluating needs.

**Estimated Project Cost:**
$2,060,000

**Project Limits:**
Kirker Creek Watershed from Buchanan Road to Kingswood

**Funding Sources:**
Eligible Funding Source: Kirker Creek Impervious Surface Drainage Fee
Identified Funding Source: TBD

**Project Description:**
This project will improve all the undersized pipes, and channels from the Buchanan Road to Kingswood. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 8077, 8083, 8085, and 8093. This project includes 412' of channel improvements and 2,794' of pipe improvements.




## SD-16: KIRKER CREEK WATERSHED IMPROVEMENTS (Ventura Drive, Piedmont Way and Loveridge Road)

**Project No.**
TBD

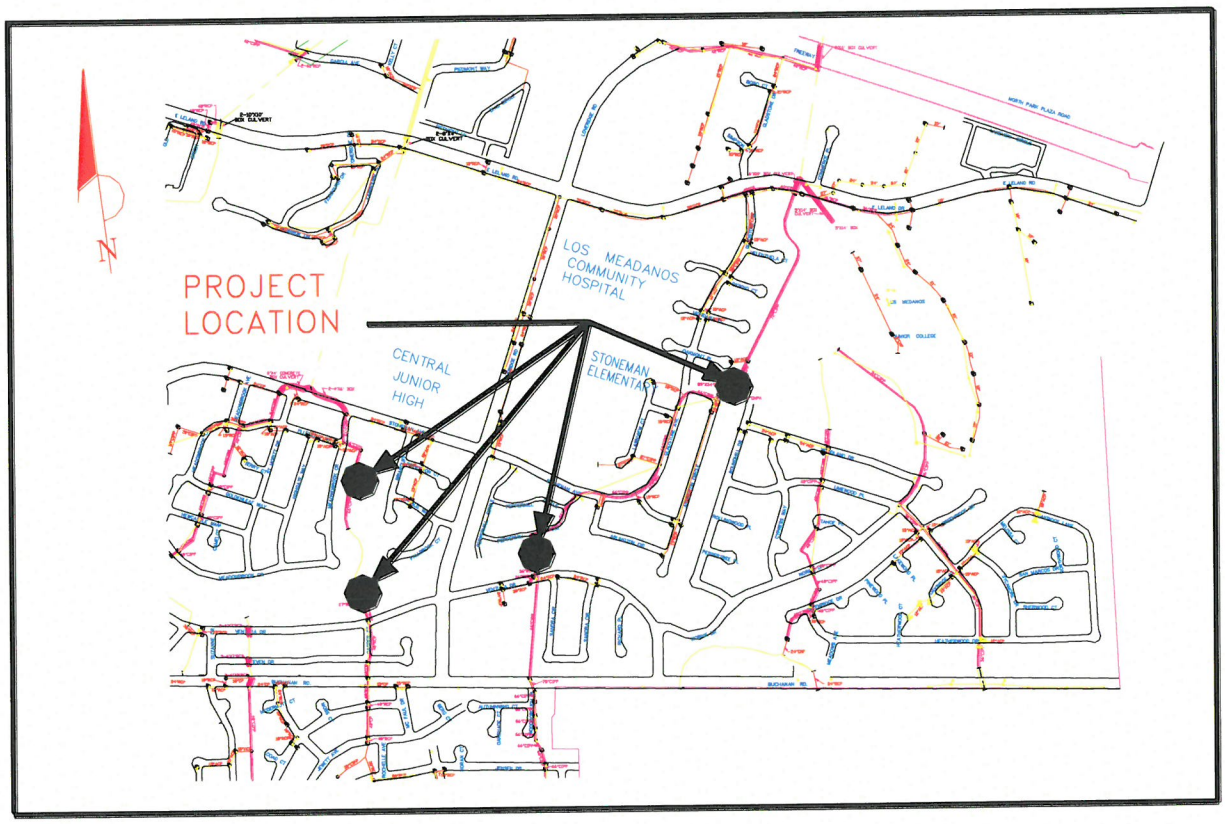
**Status:**
Awaiting funding/Evaluating needs

**Estimated Project Cost:**
$140,000

**Project Limits:**
Kirker Creek from Ventura Drive, Piedmont Way and Loveridge Road

**Funding Sources:**
Eligible Funding Source: Kirker Creek Impervious Surface Drainage Fee
Identified Funding Source: TBD

**Project Description:**
This project will improve the undersized pipes near Ventura Drive, Piedmont Way and Loveridge Road. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 8161, 8189, and 8227. This project includes 212' of pipe improvements.




## SD-17: KIRKER CREEK WATERSHED (Stoneman Avenue/Contra Costa Canal)

**Project No.**

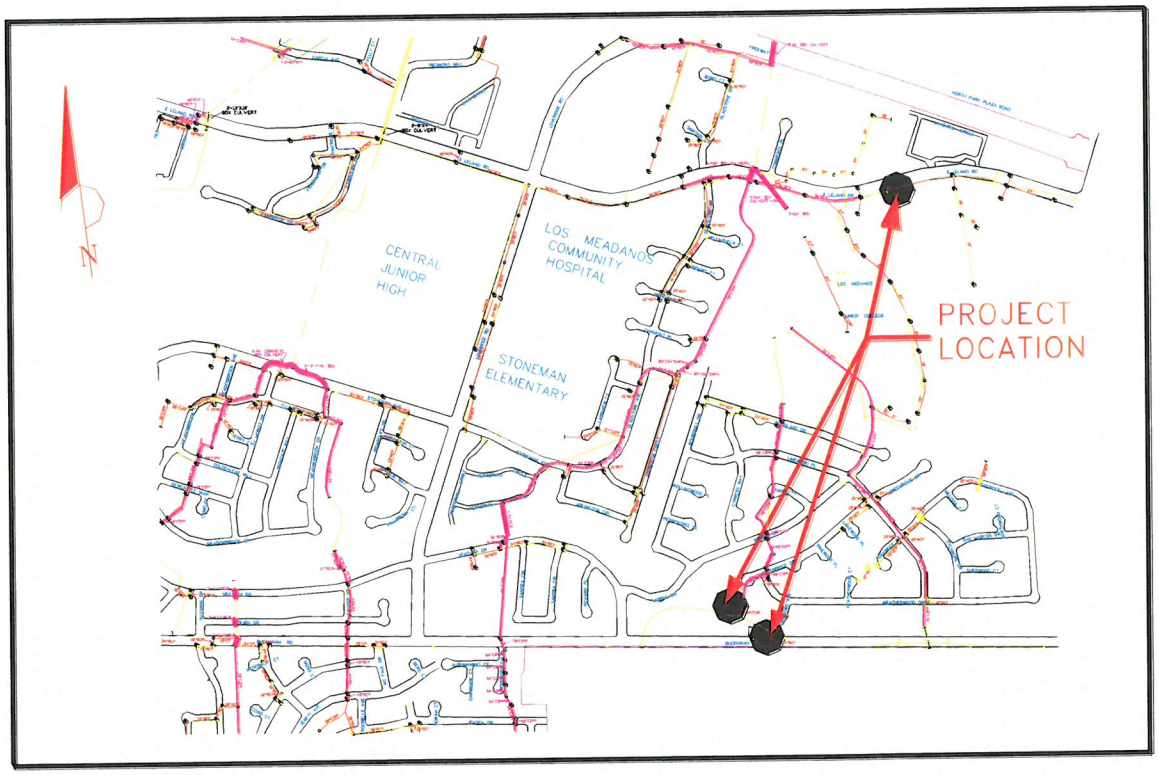
**Status:**
Awaiting funding/Evaluating needs.

**Estimated Project Cost:**
$1,005,000

**Project Limits:**
Kirker Creek Watershed near Stoneman Avenue and the Contra Costa Canal.

**Funding Sources:**
Eligible Funding Source: Kirker Creek Impervious Surface Drainage Fee
Identified Funding Source: TBD

**Project Description:**
This project will improve all the undersized pipes, and culverts in the area of Stoneman Avenue and the Contra Costa Canal. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 8179, 8183, 8240, and 8243. This project includes 265' of culvert improvements and 1350' of pipe improvements.




## SD-18: KIRKER CREEK WATERSHED (Los Medanos College and south to the Contra Costa Canal)

**Project No.**
TBD

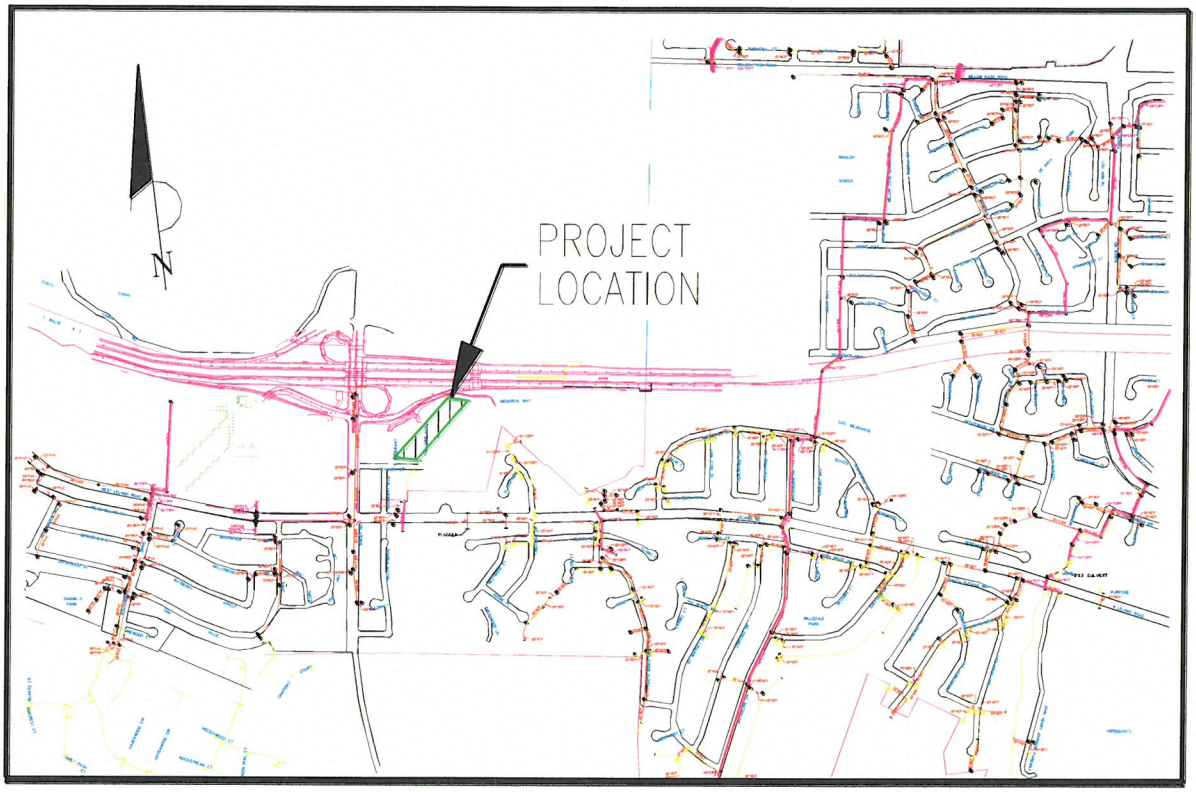
**Status:**
Awaiting funding/Evaluating needs.

**Estimated Project Cost:**
$635,000

**Project Limits:**
Kirker Creek Watershed in the vicinity of LMC and south

**Funding Sources:**
Eligible Funding Source: Kirker Creek Impervious Surface Drainage Fee
Identified Funding Source: none

**Project Description:**
This project will improve all the undersized pipes, in the vicinity of Los Medanos College and south to the Contra Costa Canal. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 8271, 8280, and 8289. This project includes 1010' of pipe improvements.




## SD-19: LAWLOR CREEK WATERSHED (Hwy. 4 to West Leland Road)

**Project No.**
TBD

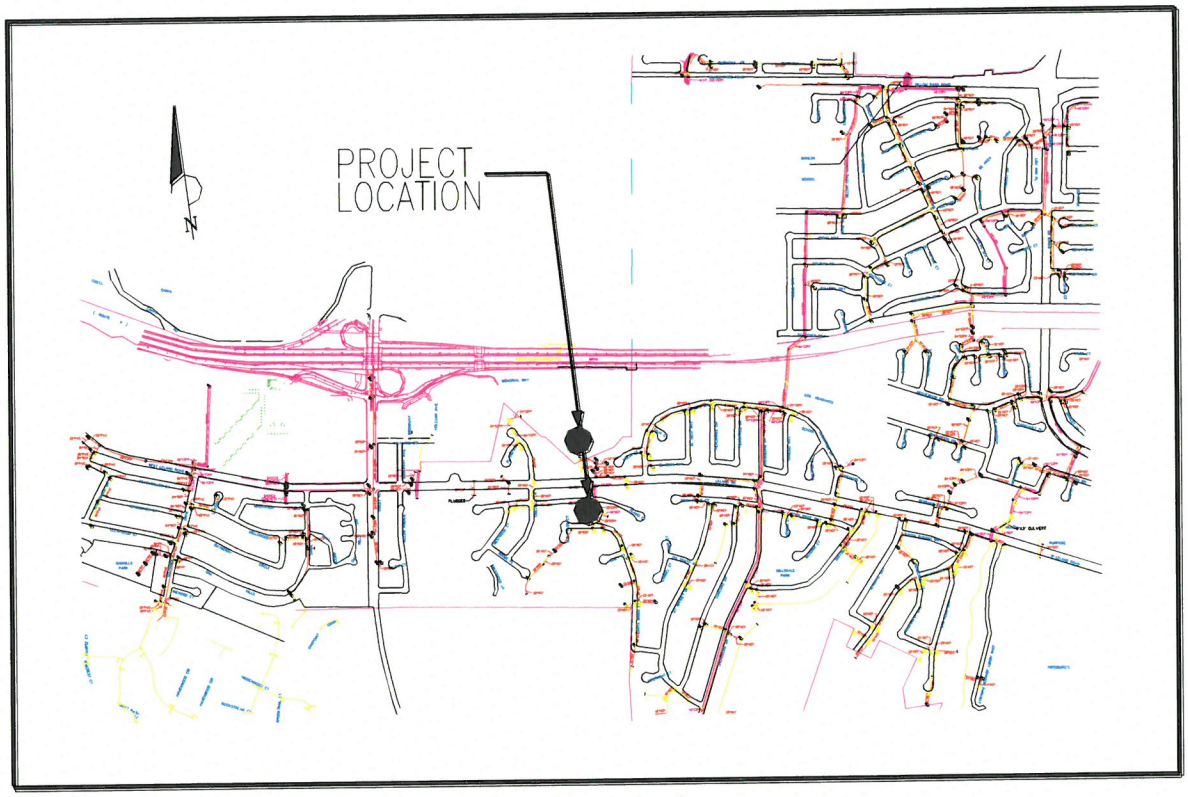
**Status:**
Awaiting funding/Evaluating needs.

**Estimated Project Cost:**
$430,000

**Project Limits:**
Lawlor Creek Watershed from Hwy. 4 to West Leland Road

**Funding Sources:**
Eligible Funding Source: TBD
Identified Funding Source: none

**Project Description:**
This project will improve all the undersized pipes in the Lawlor Creek Watershed from Hwy 4 to West Leland Road. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 3039 and 3041. This project includes 986' of pipe improvements.




## SD-20: LAWLOR CREEK WATERSHED (Contra Costa Canal to Santa Maria Drive)

**Project No.**
TBD

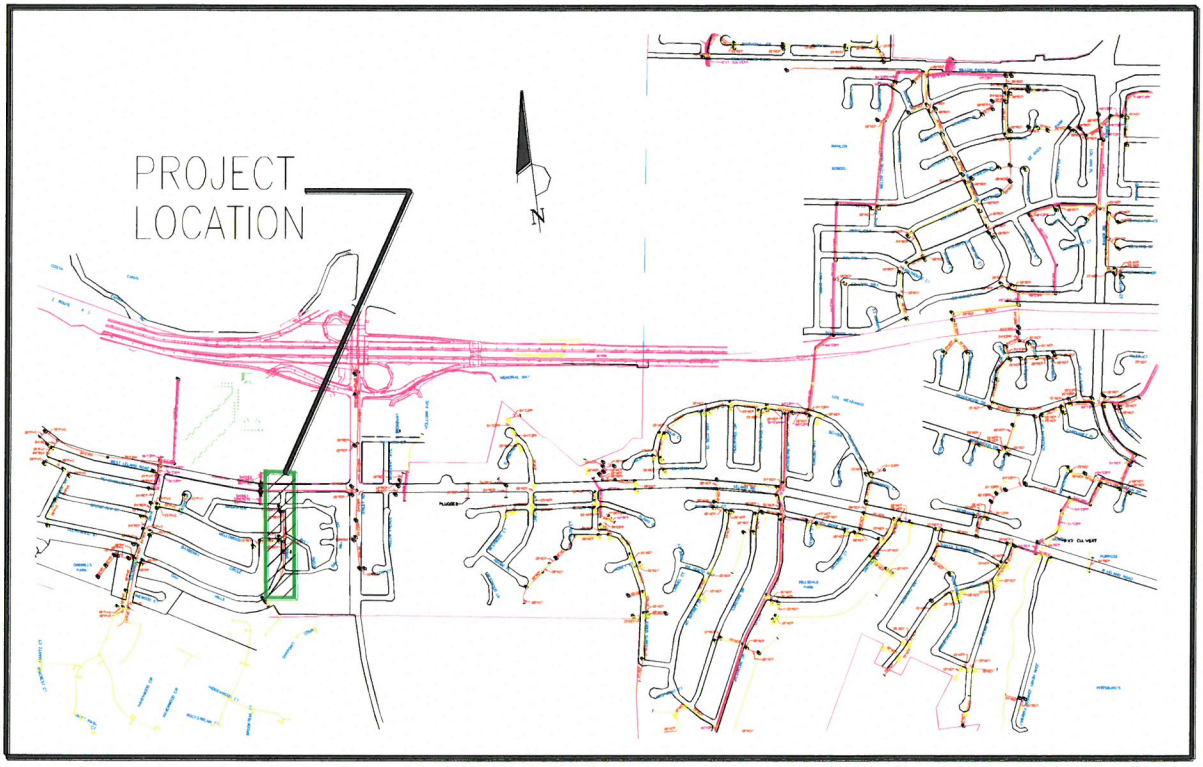
**Status:**
Awaiting funding/Evaluating needs.

**Estimated Project Cost:**
$165,000

**Project Limits:**
Lawlor Creek watershed from Contra Costa Canal to Santa Maria Drive

**Funding Sources:**
Eligible Funding Source: TBD
Identified Funding Source: None

**Project Description:**
This project will improve all the undersized pipes in the Lawlor Creek Watershed from Contra Costa Canal to Santa Maria Drive. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 3083 and 3091. This project includes 363' of pipe improvements.




## SD-21: LAWLOR CREEK WATERSHED (West Leland Road to Oakhills Circle)

**Project No.**
TBD

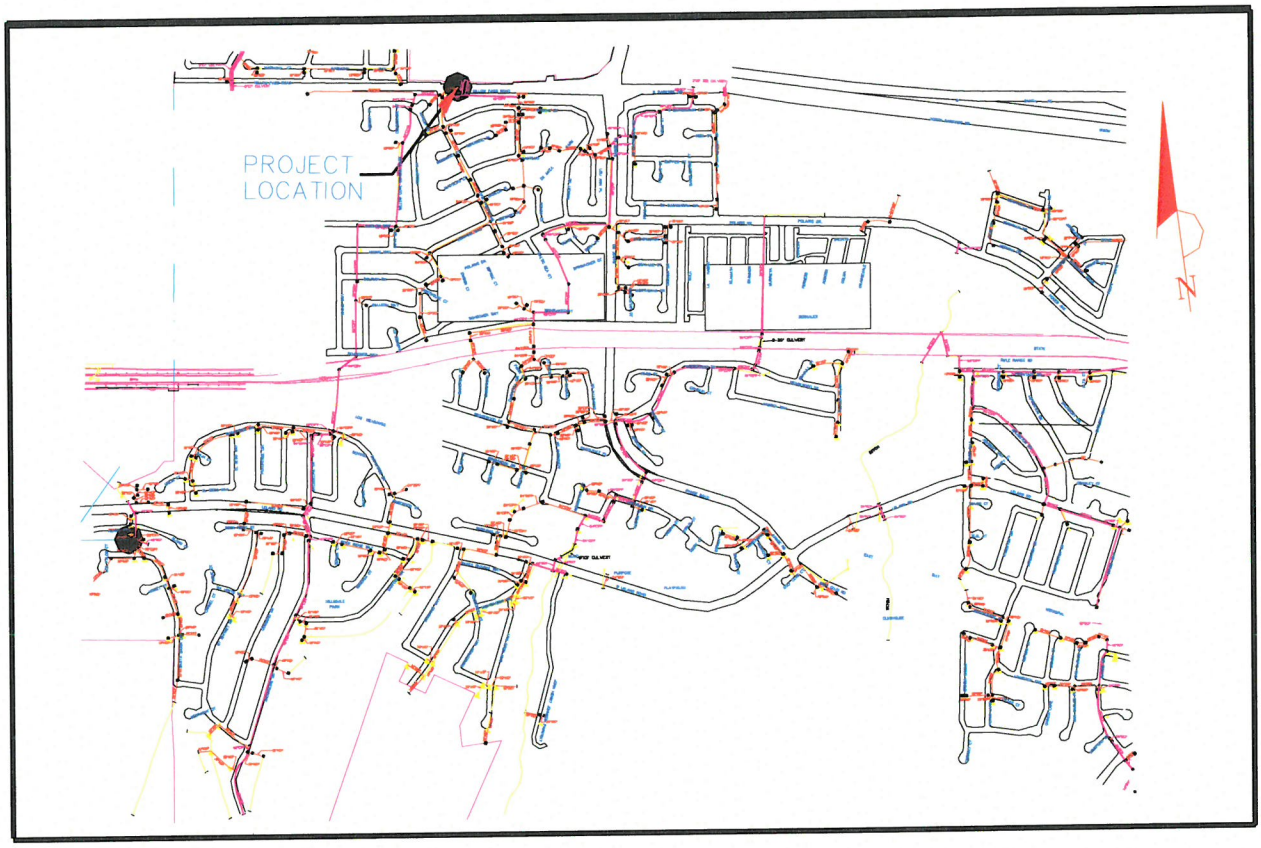
**Status:**
Awaiting funding/Evaluating needs.

**Estimated Project Cost:**
$460,000

**Project Limits:**
Lawlor Creek Watershed from West Leland Road
to Oakhills Circle

**Funding Sources:**
Eligible Funding Source:
Identified Funding Source: None

**Project Description:**
This project will improve all the undersized pipes in the Lawlor Creek Watershed from West Leland Road to Oakhills Circle. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 3137 and 3138. This project includes 1058' of pipe improvements.




## SD-22: WATERSHED 4 (Willow Pass Road to Contra Costa Canal)

**Project No.**
TBD

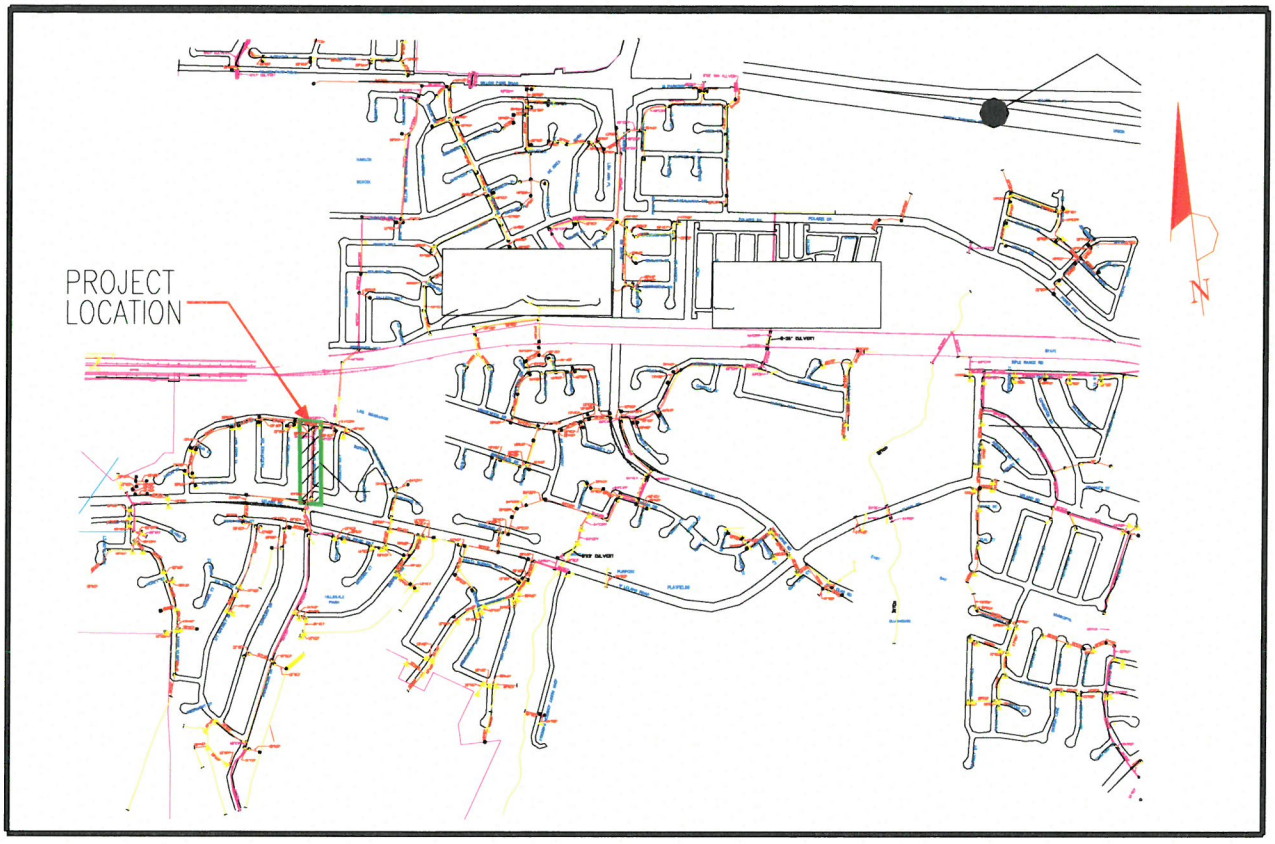
**Status:**
Awaiting funding/Evaluating needs.

**Estimated Project Cost:**
$105,000

**Project Limits:**
Watershed 4 from Willow Pass Road to Contra Costa Canal

**Funding Sources:**
Eligible Funding Source: TBD
Identified Funding Source: None

**Project Description:**
Watershed 4 is drained via natural swales and channels to the storm drainage system in developed areas north and south of State Route 4. This project will improve all the undersized pipes in Watershed 4 from Willow Pass Road to Contra Costa Canal. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 4017 and 4039. This project includes 392' of pipe improvements.




## SD-23: WATERSHED 4 (West Leland Road to Sugartree Drive)

**Project No.**
TBD

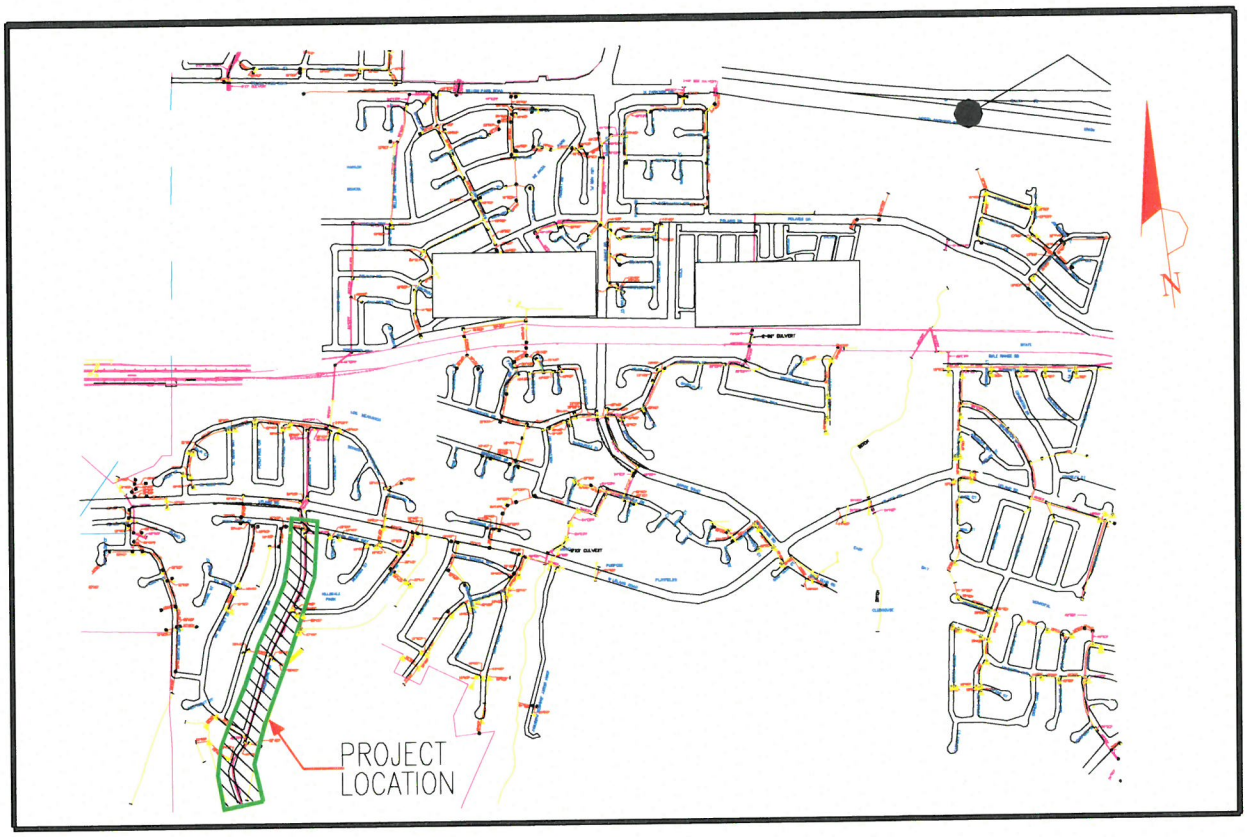
**Status:**
Awaiting funding/Evaluating needs.

**Estimated Project Cost:**
$195,000

**Project Limits:**
Watershed 4 from West Leland Road to Sugartree Drive

**Funding Sources:**
Eligible Funding Source: TBD
Identified Funding Source: None

**Project Description:**
Watershed 4 is drained via natural swales and channels to the storm drainage system in developed areas north and south of State Route 4. This project will improve all the undersized pipes in Watershed 4 from West Leland Road to Sugartree Drive. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduit 4051. This project includes 802' of pipe improvements.




## SD-24: WATERSHED 4 (Rock Ridge Way to Jacqueline Drive Terminus)

**Project No.**
TBD

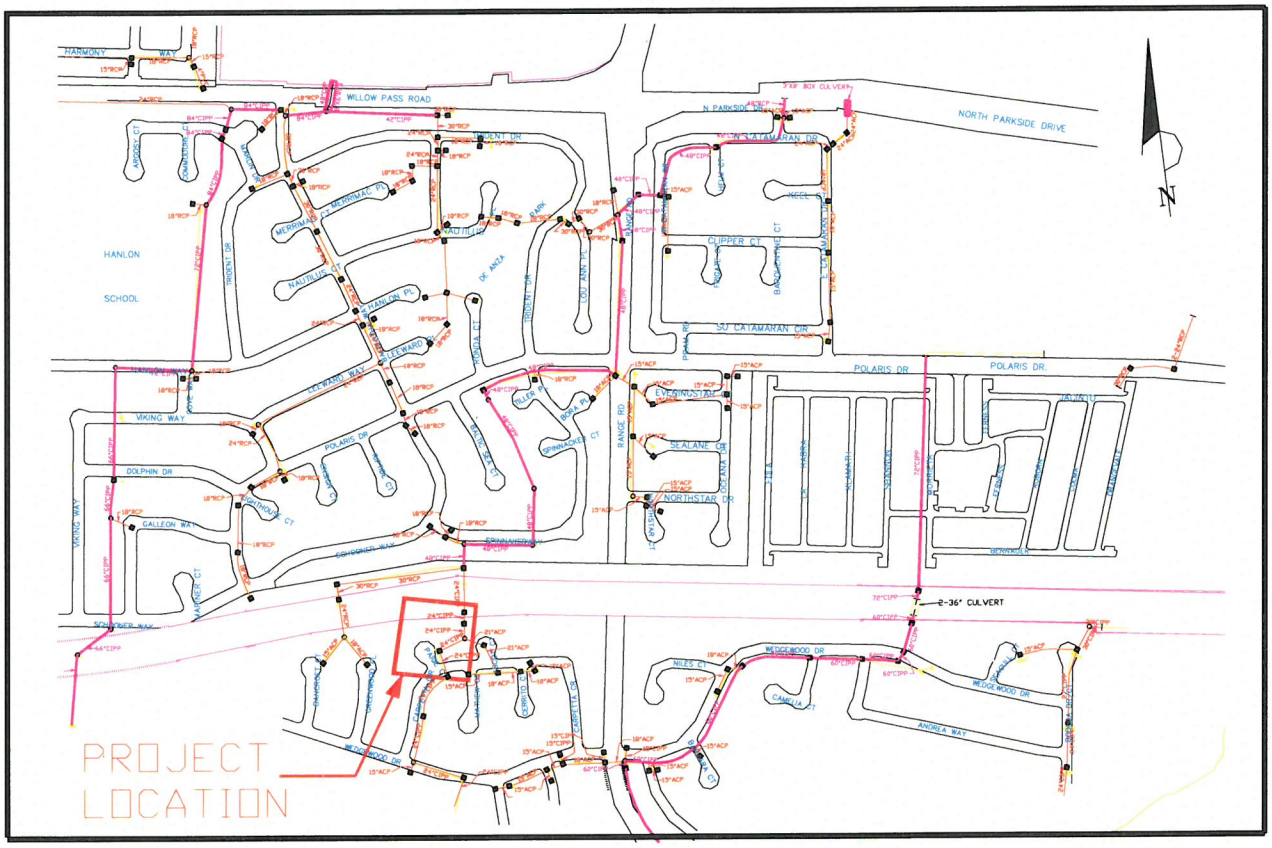
**Status:**
Awaiting funding/Evaluating needs.

**Estimated Project Cost:**
$670,000

**Project Limits:**
Rock Ridge Way to Jacqueline Drive

**Funding Sources:**
Eligible Funding Source:
Identified Funding Source: None

**Project Description:**
Watershed 4 is drained via natural swales and channels to the storm drainage system in developed areas north and south of State Route 4. This project will improve all the undersized pipes in Watershed 4 from Rock Ridge Way to Jacqueline Drive Terminus. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 4071 and 4073. This project includes 2,864' of pipe improvements.




## SD-25: WATERSHED 5 (State Route 4 to Paige Court)

**Project No.**
TBD

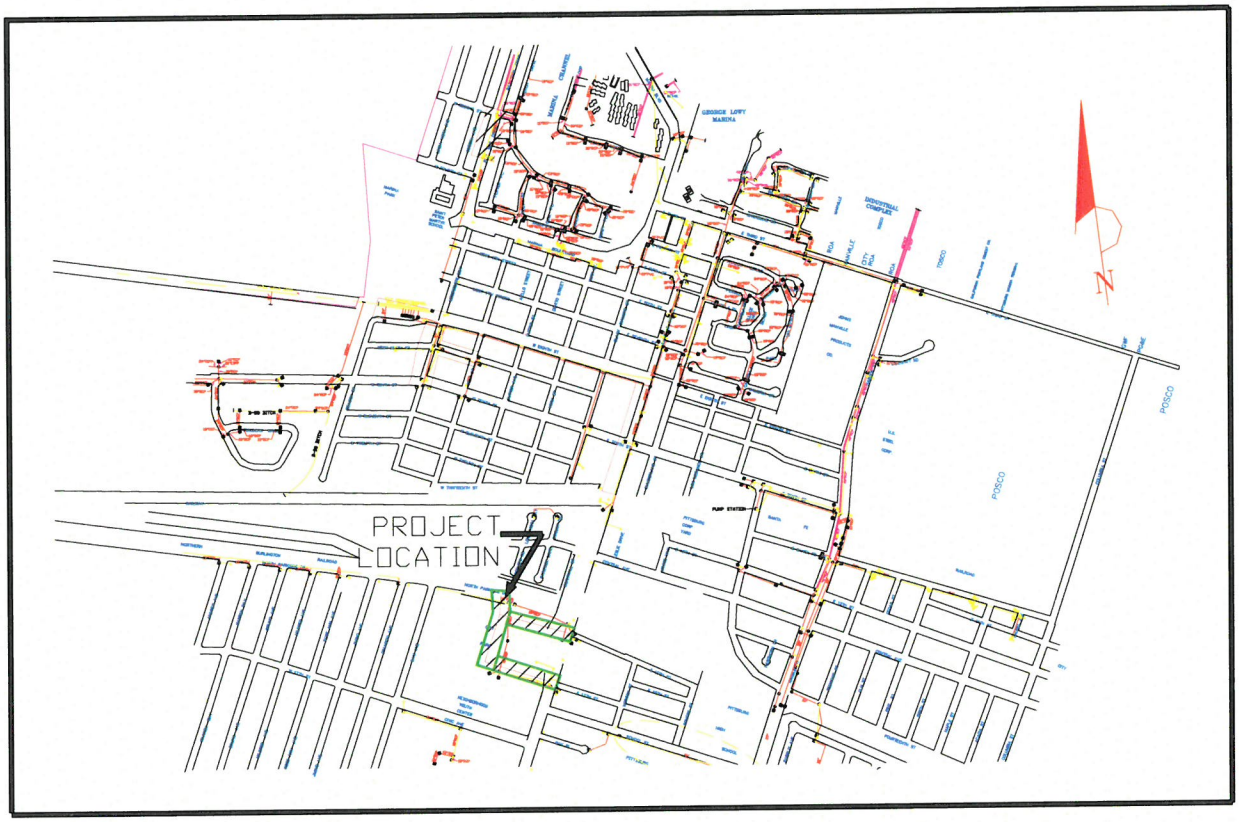
**Status:**
Awaiting funding/Evaluating needs.

**Estimated Project Cost:**
$55,000

**Project Limits:**
Watershed 5 from State Route 4 to Paige Ct.

**Funding Sources:**
Eligible Funding Source: TBD
Identified Funding Source: None

**Project Description:**
Watershed 5 drains entirely residential developments north and south of State Route 4 via storm drains. This project will improve the 24" pipe in Watershed 5 from State Route 4 to Paige Court. This is the only deficiency identified in Watershed 5. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduit 5053. This project includes 212' of pipe improvements.




## SD-26: WATERSHED 6 (City Park Storm Drain)

**Project No.**
TBD

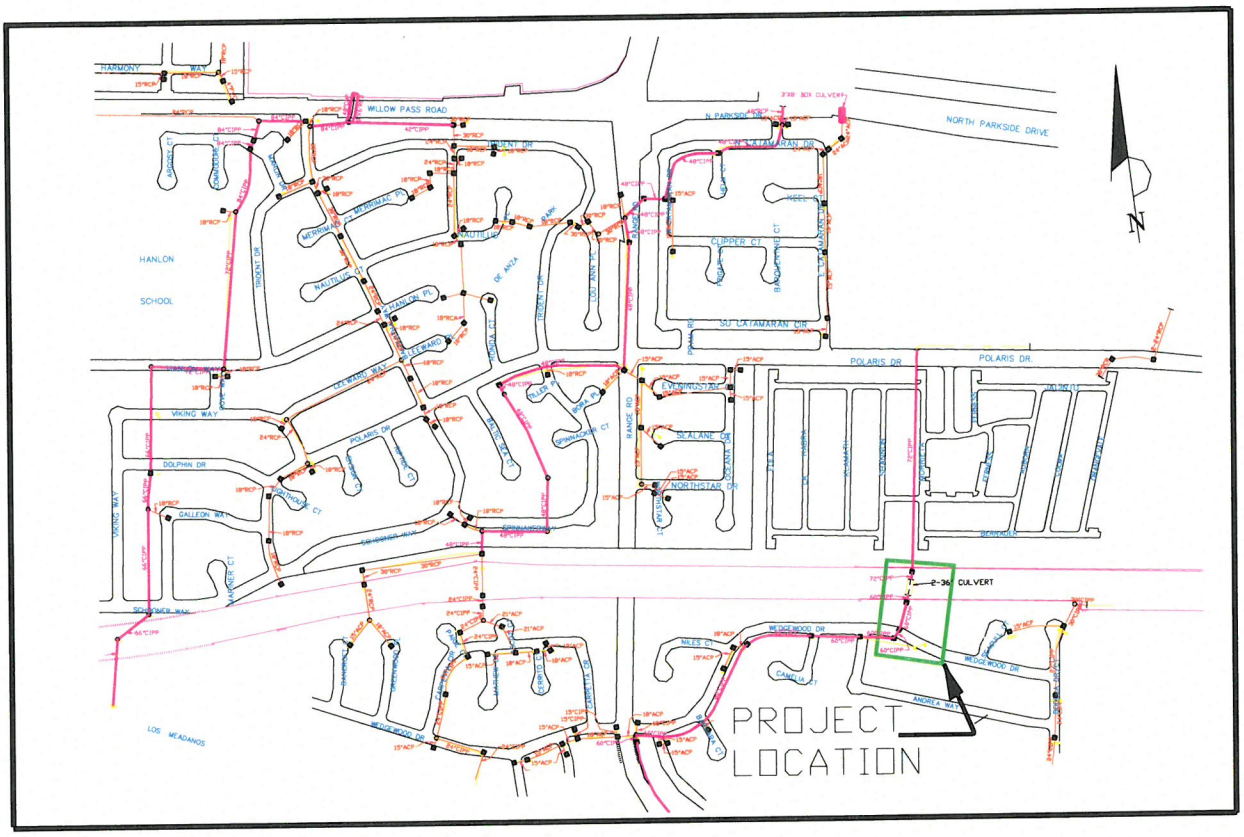
**Status:**
Awaiting funding/Evaluating needs.

**Estimated Project Cost:**
$600,000

**Project Limits:**
Watershed 6 in City Park

**Funding Sources:**
Eligible Funding Source: TBD
Identified Funding Source: None

**Project Description:**
Watershed 6 encompasses downtown Pittsburg and includes two areas, downtown Pittsburg and just south of State Route 4. This project will improve undersized pipes in Watershed 6 in City Park. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 6313, 6315, and 6317. This project includes 1,926' of pipe improvements.




# SD-27: WATERSHED 6 (State Route 4 to Andrea Way)

**Project No.**
TBD

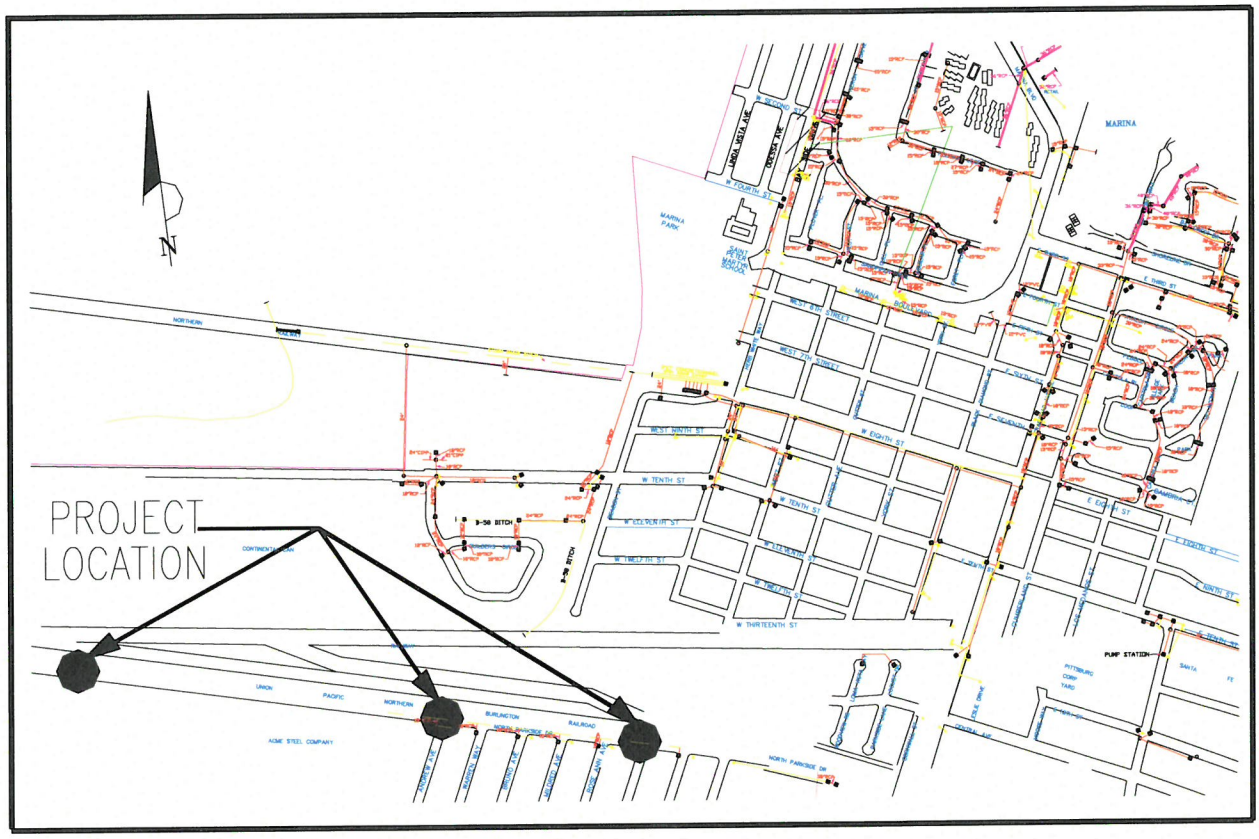
**Status:**
Awaiting funding

**Estimated Project Cost:**
$90,000

**Project Limits:**
State Route 4 to Andrea Way

**Funding Sources:**
Eligible Funding Source: TBD
Identified Funding Source: None

**Project Description:**
Watershed 6 encompasses downtown Pittsburg and includes two areas, downtown Pittsburg and just south of State Route 4. This project will improve undersized pipes and channels in Watershed 6 from State Route 4 to Andrea Way. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduit 6361. This project includes 271' of pipe improvements.




## SD-28: WATERSHED 6 (Parkside Drive Storm Drain)

**Project No.**
TBD

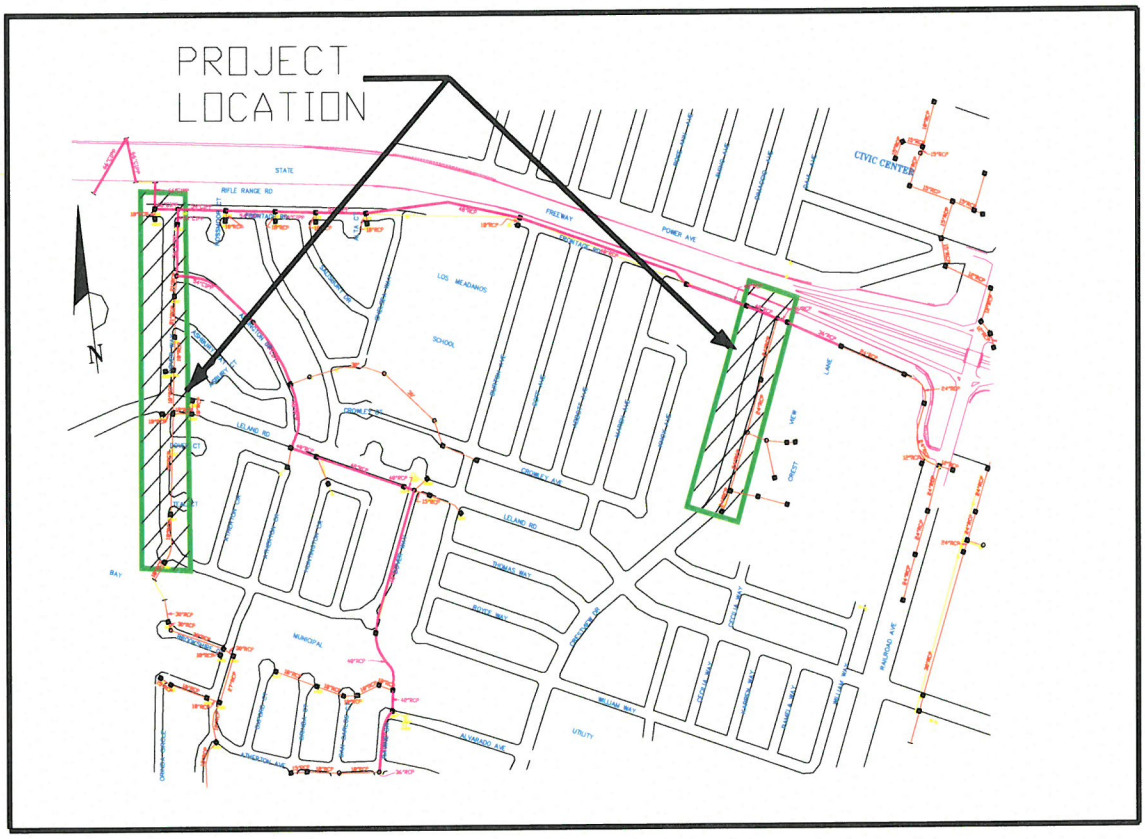
**Status:**
Awaiting funding/Evaluating needs.

**Estimated Project Cost:**
$85,000

**Project Limits:**
Watershed 6 from North Parkside Drive to Rose Ann Ave and east of Cannery Ave.

**Funding Sources:**
Eligible Funding Source: TBD
Identified Funding Source: None

**Project Description:**
Watershed 6 encompasses downtown Pittsburg and includes two areas, downtown Pittsburg and just south of State Route 4. This project will improve undersized pipes in Watershed 6 along North Parkside Drive. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 6341, 6405, 6421, and 6451. This project includes 180' of pipe improvements and 70' of channel improvements.




## SD-29: WATERSHED 6 (Dover Way Storm Drain)

**Project No.**
TBD

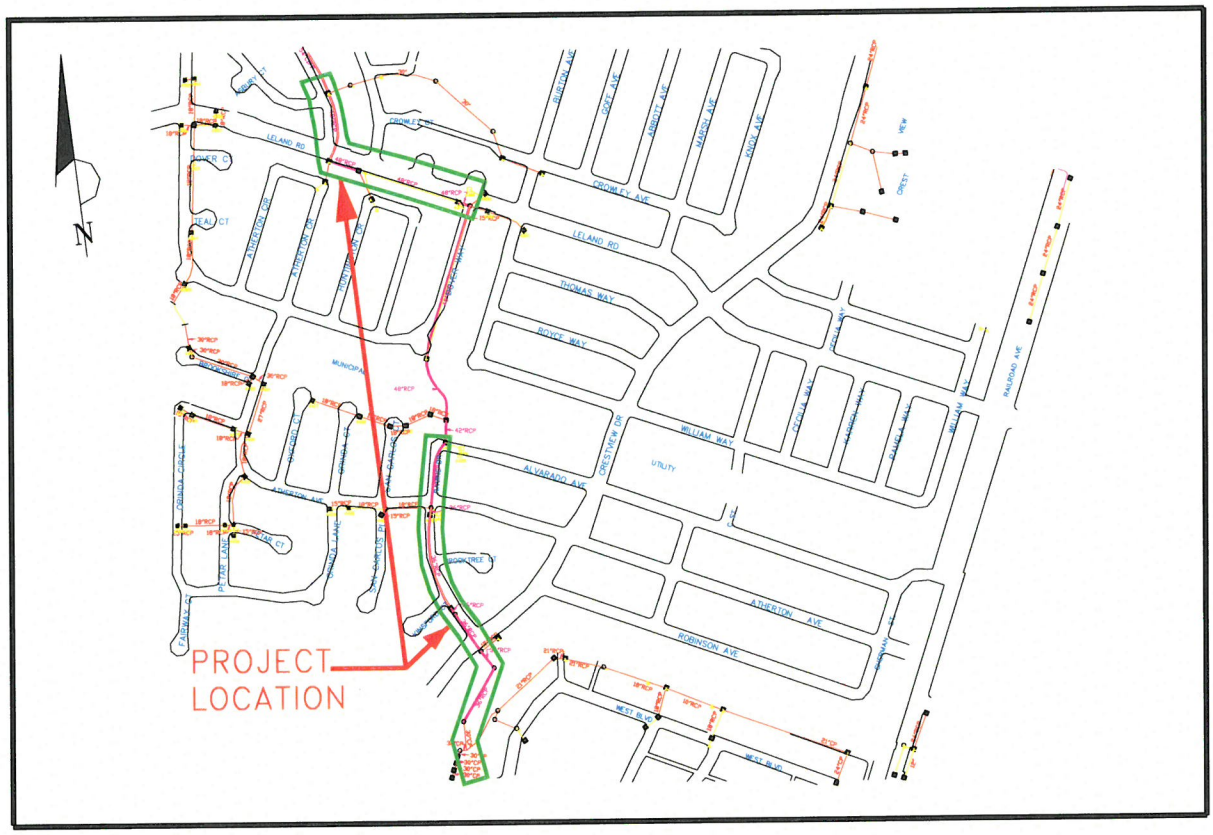
**Status:**
Awaiting funding/Evaluating needs.

**Estimated Project Cost:**
$980,000

**Project Limits:**
Watershed 6 Dover Way

**Funding Sources:**
Eligible Funding Source: TBD
Identified Funding Source: None

**Project Description:**
Watershed 6 encompasses areas in downtown Pittsburg and just south of State Route 4. This project will improve undersized pipes in Watershed 6 on Dover Way and Crestview. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 6481, 6491, 6493, 6503, 6505, 6507, and 6509. This project includes 3,426' of pipe improvements.




## SD-30: WATERSHED 6 (West Leland Road/Arlington Drive to Kingston Place/Crestview Drive)

**Project No.**
TBD

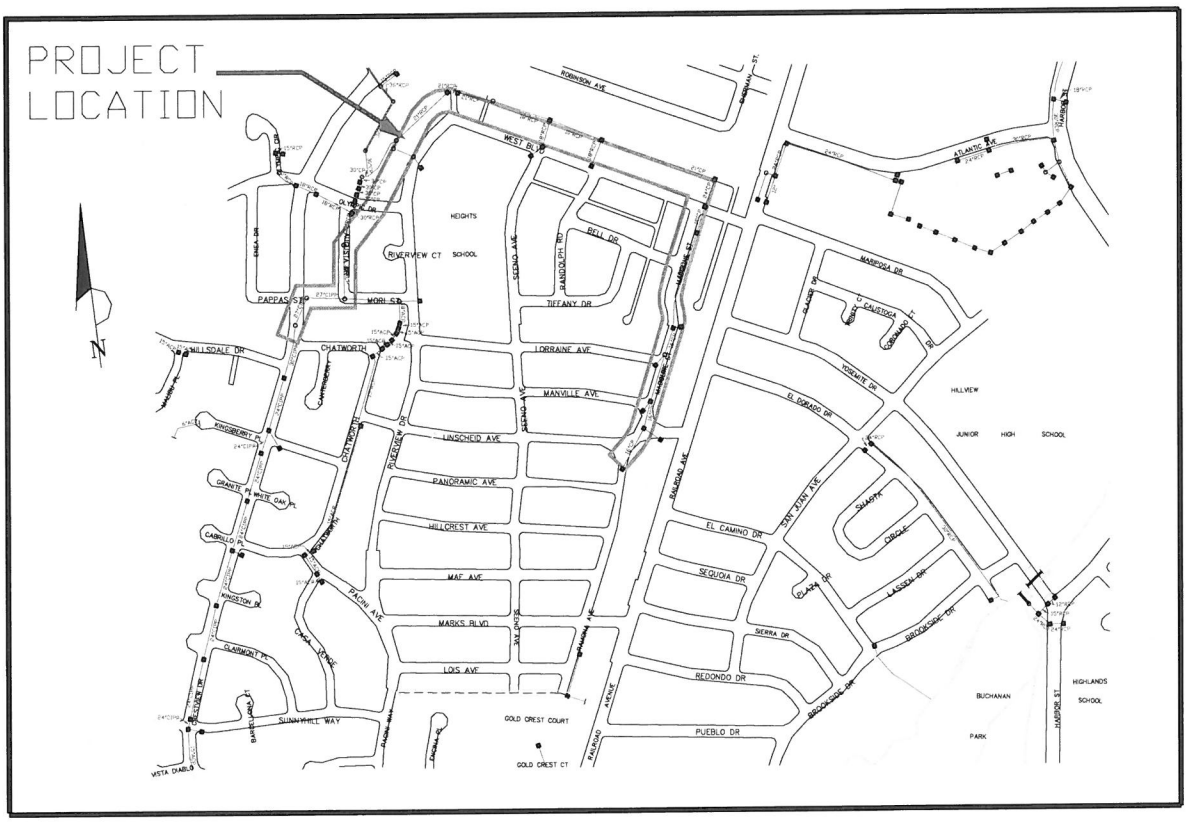
**Status:**
Awaiting funding/Evaluating needs.

**Estimated Project Cost:**
$1,250,000

**Project Limits:**
Watershed 6 West Leland Road/Arlington Drive to Kingston Place/Crestview Drive

**Funding Sources:**
Eligible Funding Source: TBD
Identified Funding Source: None

**Project Description:**
Watershed 6 encompasses downtown Pittsburg and an area just south of State Route 4. This project will improve undersized pipes in Watershed 6 Arlington Drive to Kingston Place. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 6541, 6545, 6547, 6548, 6549, and 6551. This project includes 4,023' of pipe improvements.




# SD-31: WATERSHED 6 (Contra Costa Canal/Crestview Drive to Ramona Drive/Linscheid Drive)

**Project No.**
TBD

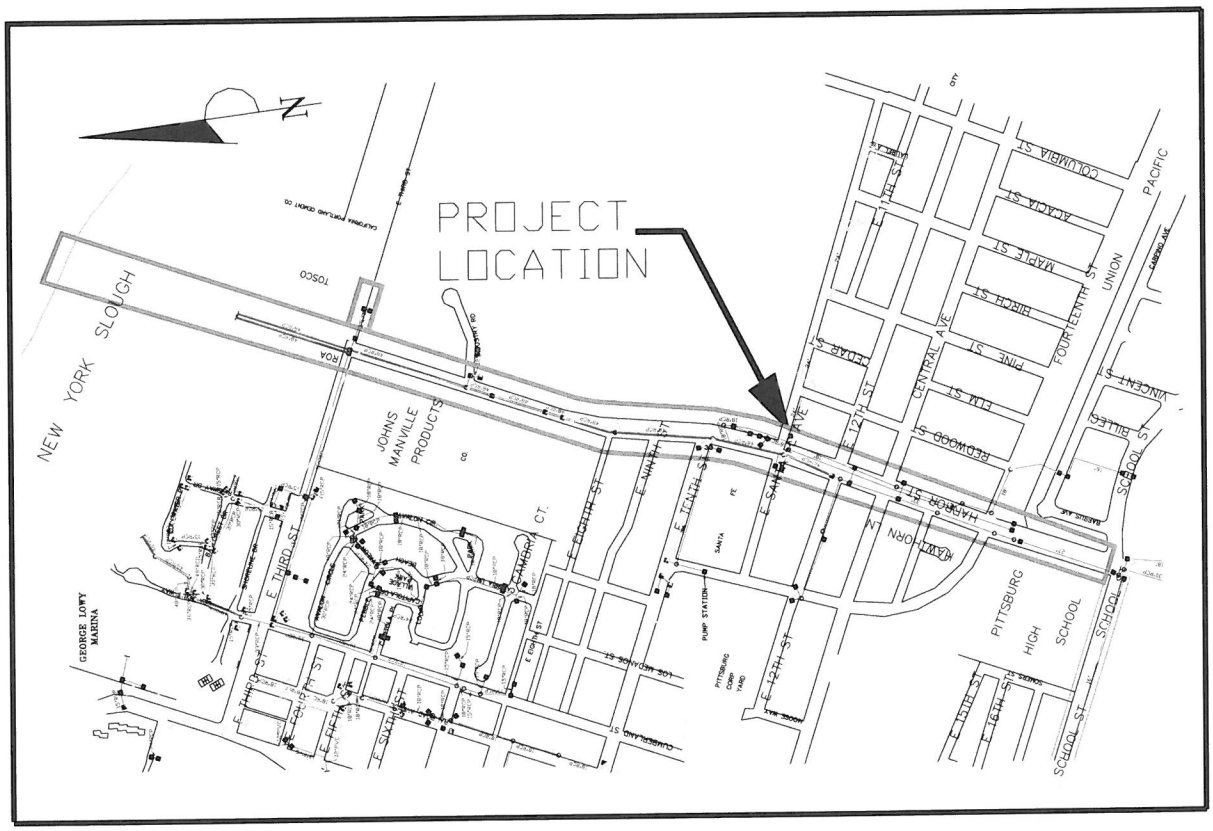
**Status:**
Awaiting funding/Evaluating needs

**Estimated Project Cost:**
$1,285,000

**Project Limits:**
Alturas Avenue to Linscheid Drive

**Funding Sources:**
Eligible Funding Source: TBD
Identified Funding Source: None

**Project Description:**
Watershed 6 encompasses downtown Pittsburg and an area just south of State Route 4. This project will improve undersized pipes in Watershed 6 along the Contra Costa Canal, north of Alturas Avenue, to Ramona Drive/Linscheid Drive. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 6561, 6563, 6564, 6565, and 6567. This project includes 4,139' of pipe improvements.




## SD-32: WATERSHED 6 (On Harbor Street from river outfall to School Street)

**Project No.**
TBD

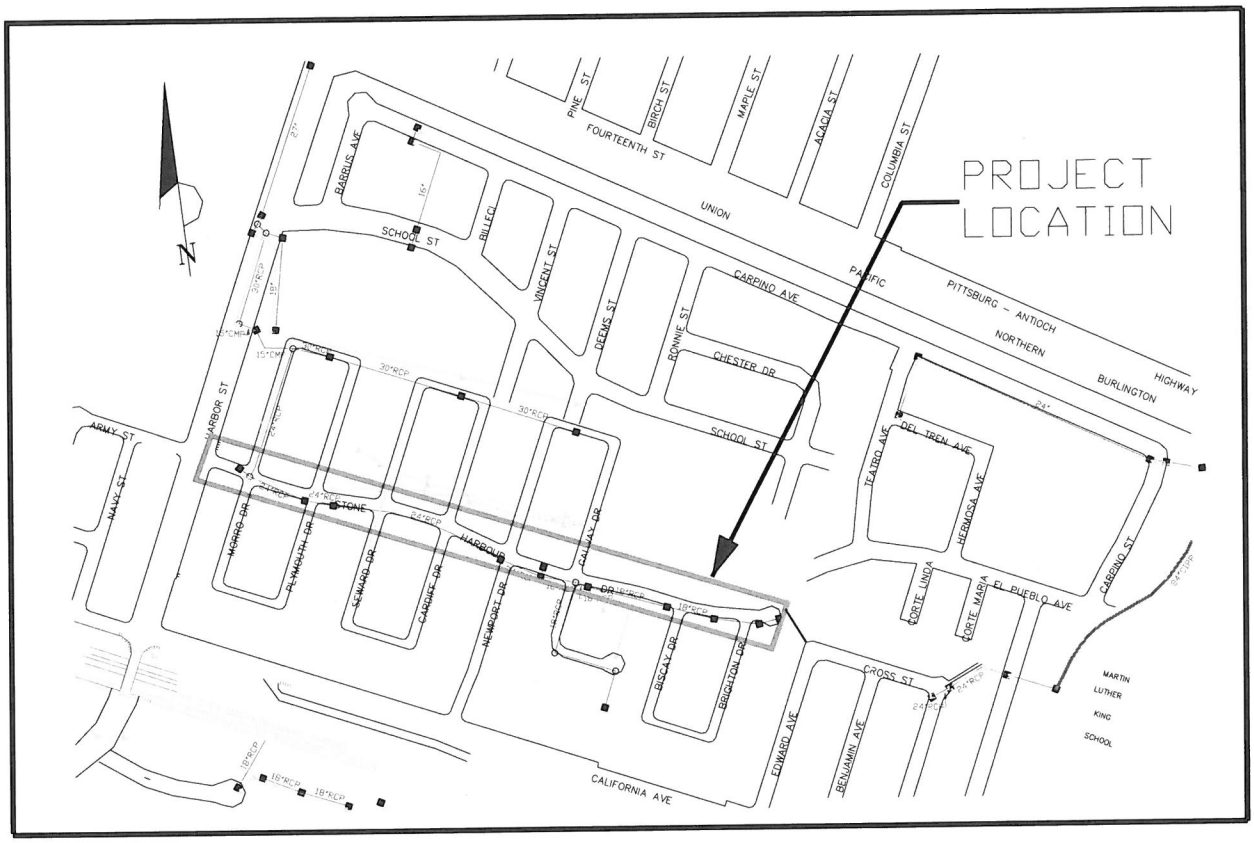
**Status:**
Awaiting funding/Evaluating needs

**Estimated Project Cost:**
$1,225,000

**Project Limits:**
Watershed 6 on Harbor Street from the river outfall to School Street.

**Funding Sources:**
Eligible Funding Source: TBD
Identified Funding Source: None

**Project Description:**
Watershed 6 encompasses downtown Pittsburg and an area just south of State Route 4. This project will improve undersized pipes in Watershed 6 on Harbor Street from the river outfall to School Street . These improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 6003, 6005, 6007, 6011, 6013, 6015, 6019, 6023, and 6043. This project includes 4,992' of pipe improvements.




## SD-33: WATERSHED 6 (Stone Harbour Drive/Morro Drive to Brighton Drive)

**Project No.**
TBD

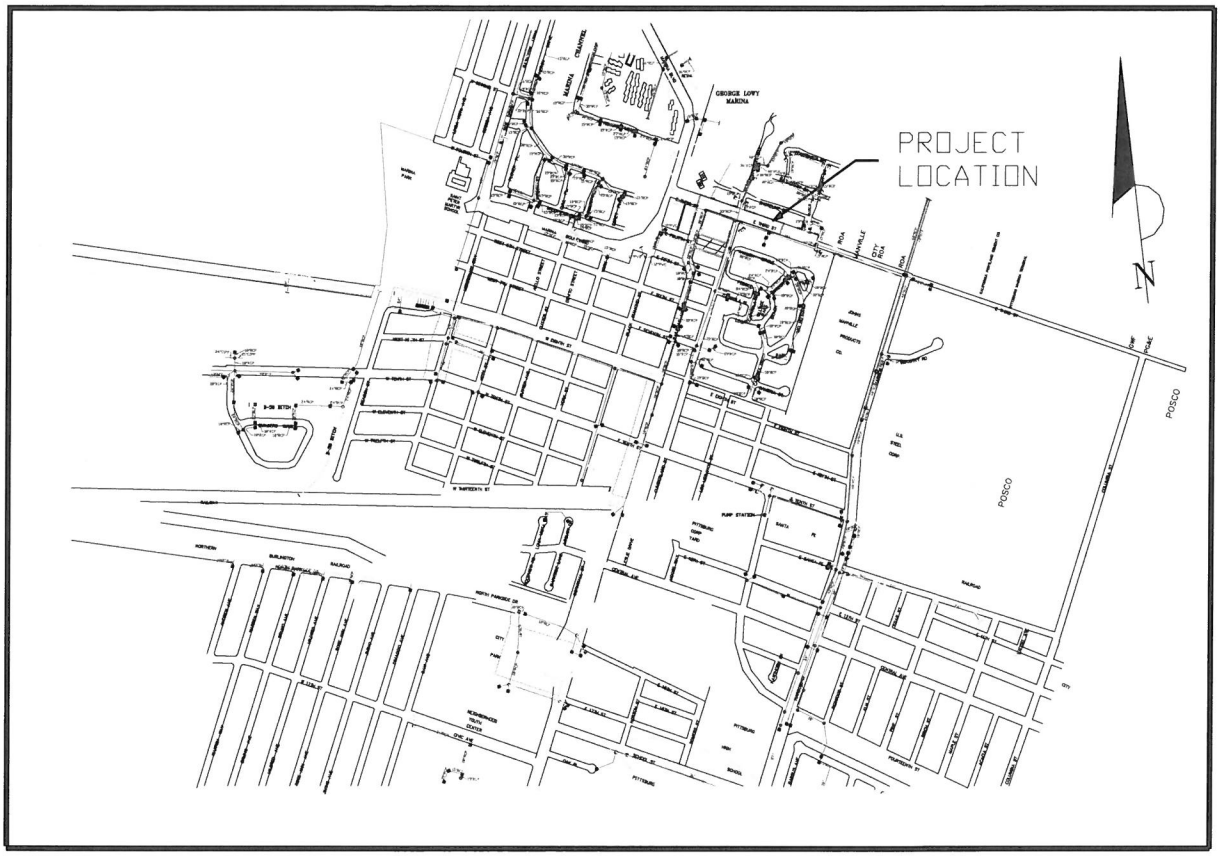
**Status:**
Awaiting funding/Evaluating needs.

**Estimated Project Cost:**
$440,000

**Project Limits:**
Watershed 6 on Stone Harbour Drive from Morrow Drive to Brighton Drive

**Funding Sources:**
Eligible Funding Source: TBD
Identified Funding Source: None

**Project Description:**
Watershed 6 encompasses downtown Pittsburg and an area just south of State Route 4. This project will improve undersized pipes in Watershed 6 on Stone Harbour Drive from Morro Drive to Brighton Drive. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 6054, 6055, and 6057. This project includes 1,793' of pipe improvements.




## SD-34: WATERSHED 6 (East Third Street from Railroad Avenue Cumberland Street and Railroad Ave from 7th Street to 3rd Street)

**Project No.**
TBD

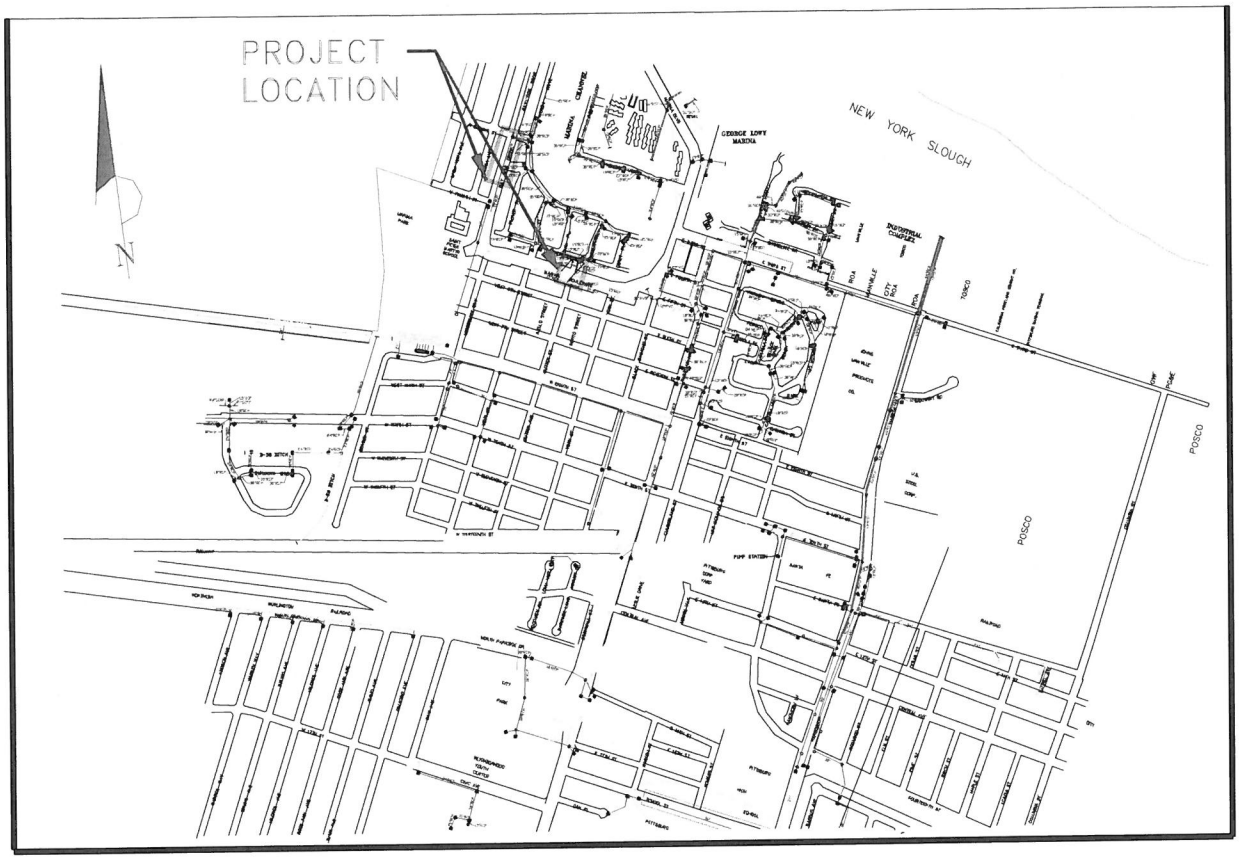
**Status:**
Awaiting funding/Evaluating needs.

**Estimated Project Cost:**
$510,000

**Project Limits:**
Watershed 6 Downtown Area

**Funding Sources:**
Eligible Funding Source: TBD
Identified Funding Source: None

**Project Description:**
Watershed 6 encompasses downtown Pittsburg and an area just south of State Route 4. This project will improve undersized pipes in Watershed 6 in the downtown area. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 6109, 6111, 6113, and 6115. This project includes 2,061' of pipe improvements.




## SD-35: WATERSHED 6 (Marina Blvd and Bayside Drive)

**Project No.**
TBD

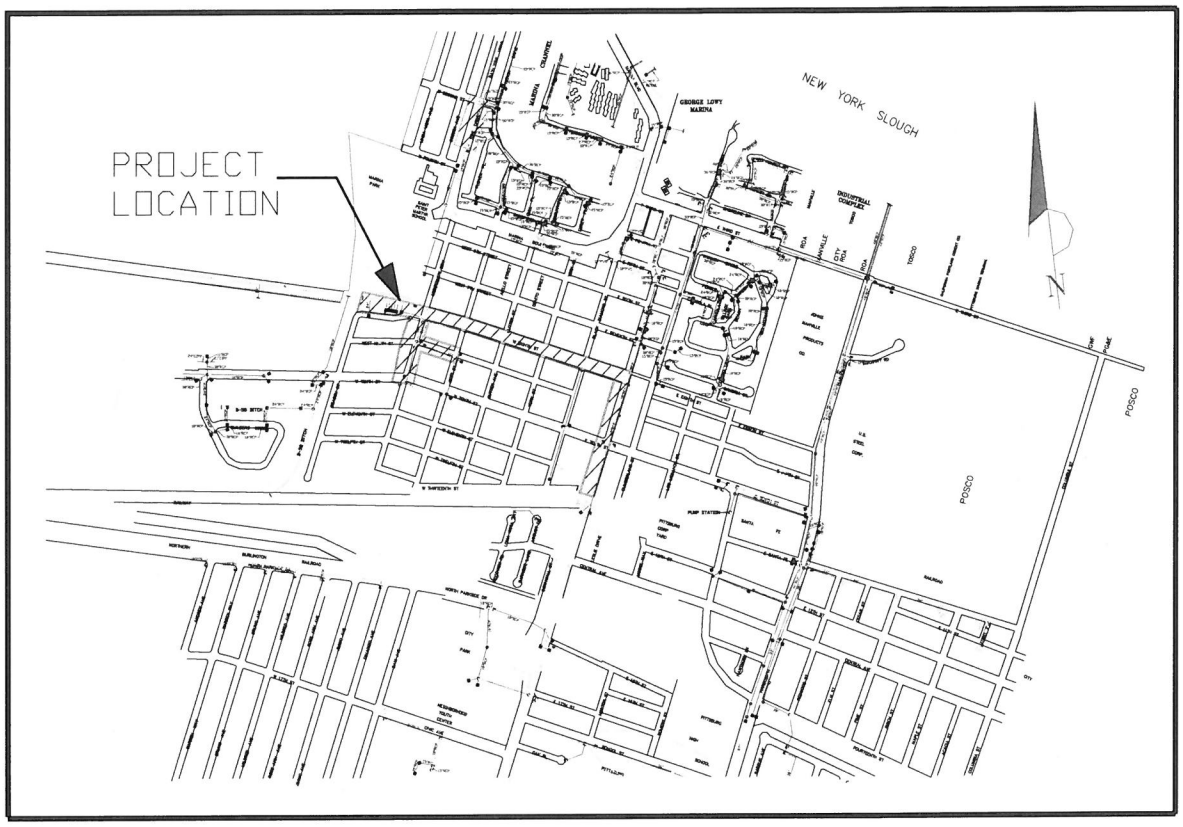
**Status:**
Awaiting funding/Evaluating needs.

**Estimated Project Cost:**
$150,000

**Project Limits:**
Watershed 6 on Marina Blvd and Bayside Drive

**Funding Sources:**
Eligible Funding Source: TBD
Identified Funding Source: None

**Project Description:**
Watershed 6 encompasses downtown Pittsburg and an area just south of State Route 4. This project will improve undersized pipes in Watershed 6 on Marina Blvd and Bayside Drive. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 6165 and 6207. This project includes 593' of pipe improvements.




# SD-36: WATERSHED 6 (8th Street/Railroad Avenue to 8th Street Outfall at Montezuma Slough)

**Project No.**
TBD

**Status:**
Awaiting funding/Evaluating needs.

**Estimated Project Cost:**
$1,000,000

**Project Limits:**
Watershed 6 Eight Street from Herb White Way/Montezuma to Railroad Avenue

**Funding Sources:**
Eligible Funding Source: TBD
Identified Funding Source: None

**Project Description:**
Watershed 6 encompasses downtown Pittsburg and includes two areas, downtown Pittsburg and just south of State Route 4. This project will improve undersized pipes in Watershed 6 along West Eighth Street and Herb White Way. These improvement were identified in the July 1999, *Stormwater Management Plan* as conduits 6257, 6258, 6260, and 6263. This project includes 2,154' of pipe improvements. This project will also include stormwater controls to redirect surface stormwater runoff to vegetated areas to filter and manage stormwater flow.

PROJECT SITE

## SD-37: MONTEZUMA PUMP STATION REPLACEMENT PROJECT

**Project No.**
TBD

**Estimated Project Cost:**
$425,000

**Status:**
Design & Permitting

**Project Limits:**
North of Willow Pass Road West of BNSF

**Funding Sources**
Eligible Funding Sources: SOF, KCDF
Identified Funding: none$125,000 SOF, $300,000 KCDF

**Project Description:**
This project will replace the Montezuma Pump Station.

# SD-39 RAILROAD AND CIVIC AVENUE BIORETENTION

**Project No.**
TBD

**Status:**
Being Studied

**Estimated Project Cost:**
$520,000

**Project Limits:**
Civic Avenue from Center Drive to Railroad Avenue

**Funding Sources**
Eligible Funding Sources: Proposition 1 grants
Identified Funding: none

**Project Description:**
Construct vegetated bioretention / swales alongside the northern portion of Civic Avenue at City Park and along Railroad Avenue to receive and treat surface stormwater runoff for treatment.

# SD-40 ENVIRONMENTAL CENTER PARKING AREA IMPROVEMENTS

**Project No.**
TBD

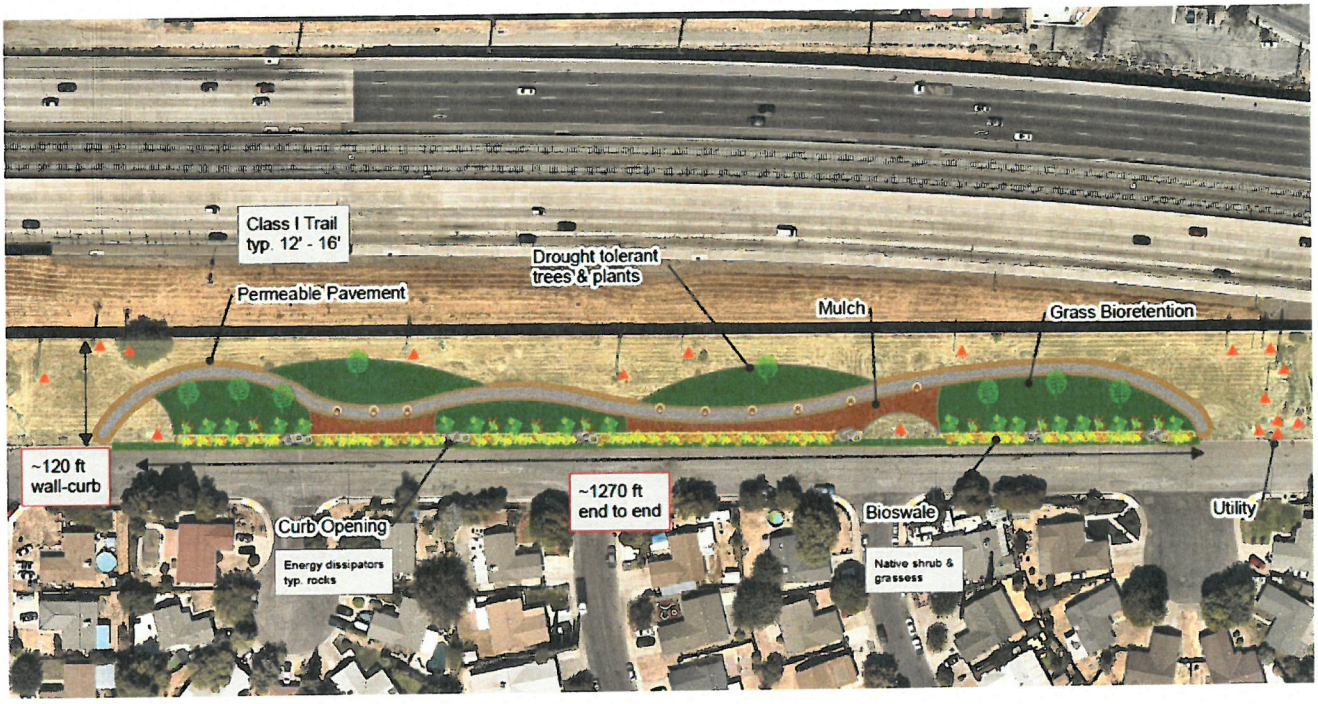
**Status:**
Being evaluated

**Estimated Project Cost:**
$780,000

**Project Limits:**
Environmental Center

**Funding Sources**
Eligible Funding Sources: Proposition 1 Grant Funds
Identified Funding: none

**Project Description:**
This project will construct improvements to divert surface stormwater runoff to vegetated bioretention areas.




# SD-41 FRONTAGE ROAD GREEN PATH

**Project No.**
TBD

**Status:**
Being Evaluated

**Estimated Project Cost:**
$1,300,000

**Project Limits:**
Frontage Road East of Dover Way

**Funding Sources**
Eligible Funding Sources: Proposition 1 Grant Funds
Identified Funding: none

**Project Description:**
Construction of a Class I trail on Frontage Road from Dover Way to the end of the existing pedestrian trail at Chelsea Way. The project will install pathway swales and bioretention features.

# SD-42 MARINA PARKING LOT MODIFICATIONS

**Project No.**
TBD

**Status:**
Being Studied

**Estimated Project Cost:**
$650,000

**Project Limits:**
Parking lot at Marina

**Funding Sources**
Eligible Funding Sources: Proposition 1 Grants
Identified Funding: none

**Project Description:**
Construct improvements to parking lot landscaped areas to receive surface stormwater runoff for treatment.

# SD-43 CITY PARKING LOT RETROFIT AT PITTSBURG ANTIIOCH HIGHWAY

**Project No.**
TBD

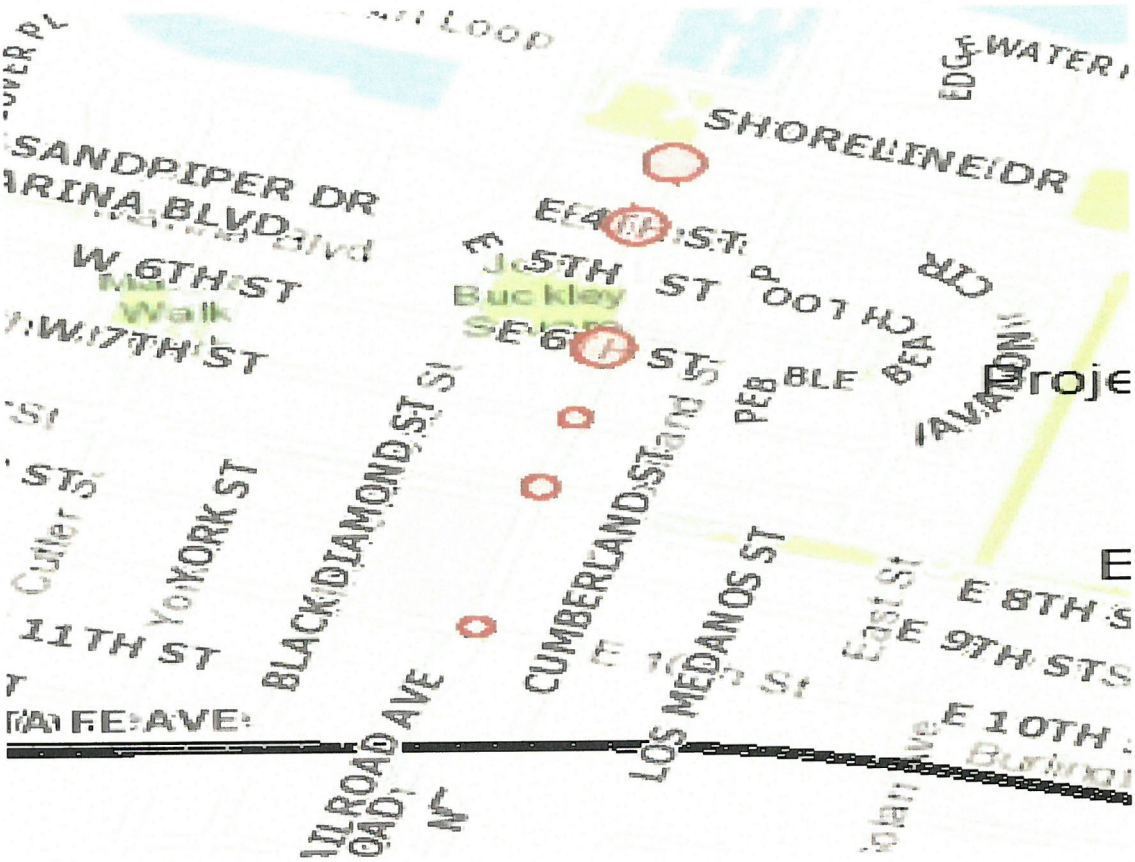
**Status:**
Being Evaluated

**Estimated Project Cost:**
$780,000

**Project Limits:**
Northeastern corner of Harbor Street and Pittsburg Antioch Highway

**Funding Sources**
Eligible Funding Sources: Proposition 1 Grant Funds
Identified Funding: none

**Project Description:**
This project will retrofit the existing surrounding landscaped areas within the existing parking lot, and divert surface stormwater runoff into bioretention or vegetated areas.




## SD-44: RAILROAD AVENUE BULB OUT RETROFIT

**Project No.**
TBD

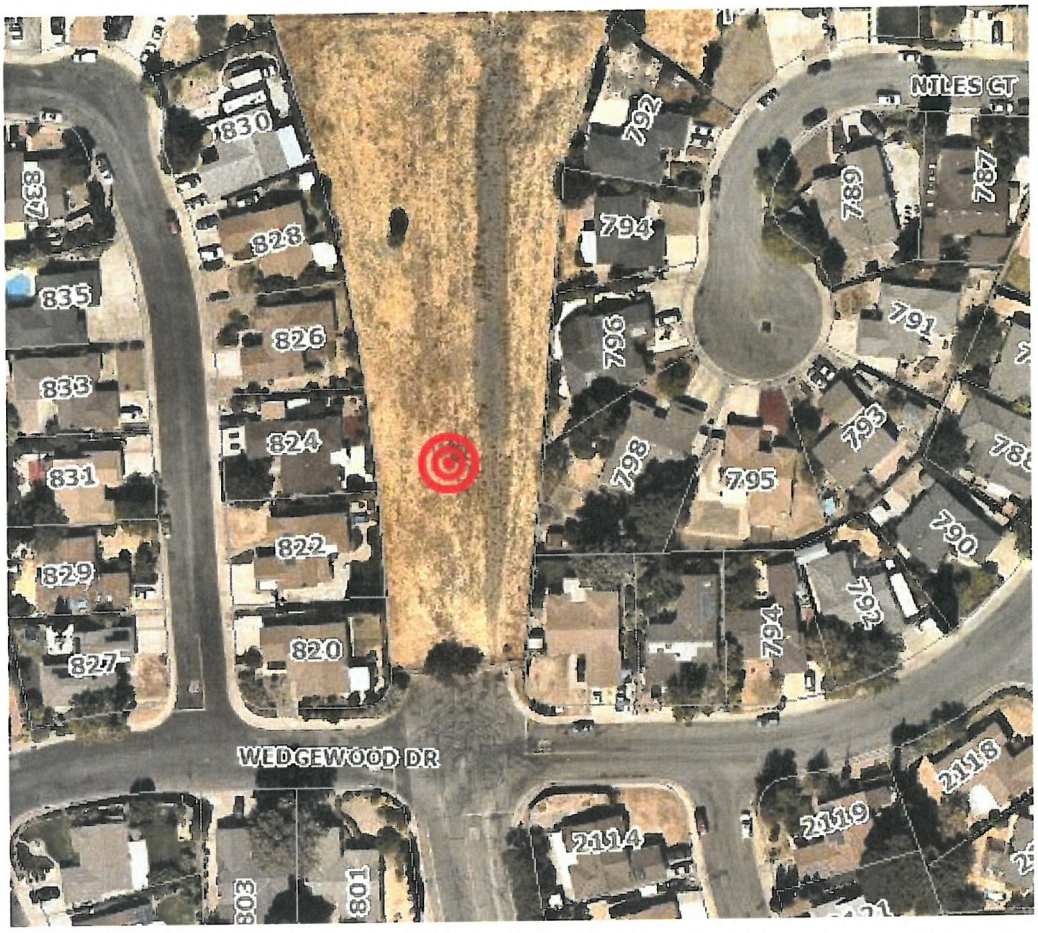
**Status:**
Being studied

**Estimated Project Cost:**
$1,000,000

**Project Limits:**
Railroad Avenue From 10th to 3rd Streets

**Funding Sources**
Eligible Funding Sources: Proposition 1 Stormwater Grants
Identified Funding: none

**Project Description:**
Retrofit of existing bulb outs at the intersections on Railroad Avenue from 10th street to 3rd street, to receive the surface stormwater runoff from the concrete valley gutters and divert through vegetated treatment areas.




# SD-45: RANGE ROAD BIORETENTION

**Project No.**
TBD

**Status:**
Being evaluated

**Estimated Project Cost:**
$910,000

**Project Limits:**
End of Range Road, south of State Route 4

**Funding Sources**
Eligible Funding Sources: Proposition 1 Stormwater Grants
Identified Funding: none

**Project Description:**
Construct roadway bioretention improvements at the end of Range Road to receive roadway stormwater runoff for treatment, and neighborhood greenway feature.

# SD-46 RIVERVIEW PARK GREEN INFRASTRUCTURE IMPROVEMENTS

**Project No.**
TBD

**Status:**
Being Evaluated

**Estimated Project Cost:**
$780,000

**Project Limits:**
Riverview Park

**Funding Sources**
Eligible Funding Sources: Proposition 1 Grant Funding
Identified Funding: none

**Project Description:**
The project will incorporate vegetated swales and bioretention areas to receive surface stormwater runoff from adjacent roadway and parking areas.

# SD-47 AMERICANA PARK DETENTION BASIN AND DRAINAGE RETROFITS

**Project No.**
TBD

**Status:**
Preliminary Design

**Estimated Project Cost:**
$800,000

**Project Limits:**
Americana Park and North Parkside Drive

**Funding Sources**
Proposition 1 Implementation Grant, Developer Contribution

**Project Description:**
This project will retrofit the undersized detention basin at Americana Park, to create a bioretention basin to accommodate adjacent surface runoff flow and improving landscaped portion of the City's right of way along North Parkside Drive.

## SD-48 WILLOW PASS ROAD ROADWAY BIORETENTION

**Project No.**
TBD

**Status:**
Awaiting funding

**Estimated Project Cost:**
$550,000

**Project Limits:**
Willow Pass Road,

**Funding Sources:** Stormwater Grants
**Identified Funding Sources:** none

**Project Description:**

Construct 3,000 linear feet of bioswales on the north and south sides of Willow Pass Road to treat surface stormwater runoff from the adjacent roadway.

# BUILDING PROJECTS

# B-2: CORPORATION YARD FUELING SYSTEM REPLACEMENT

**Project No.**
TBD

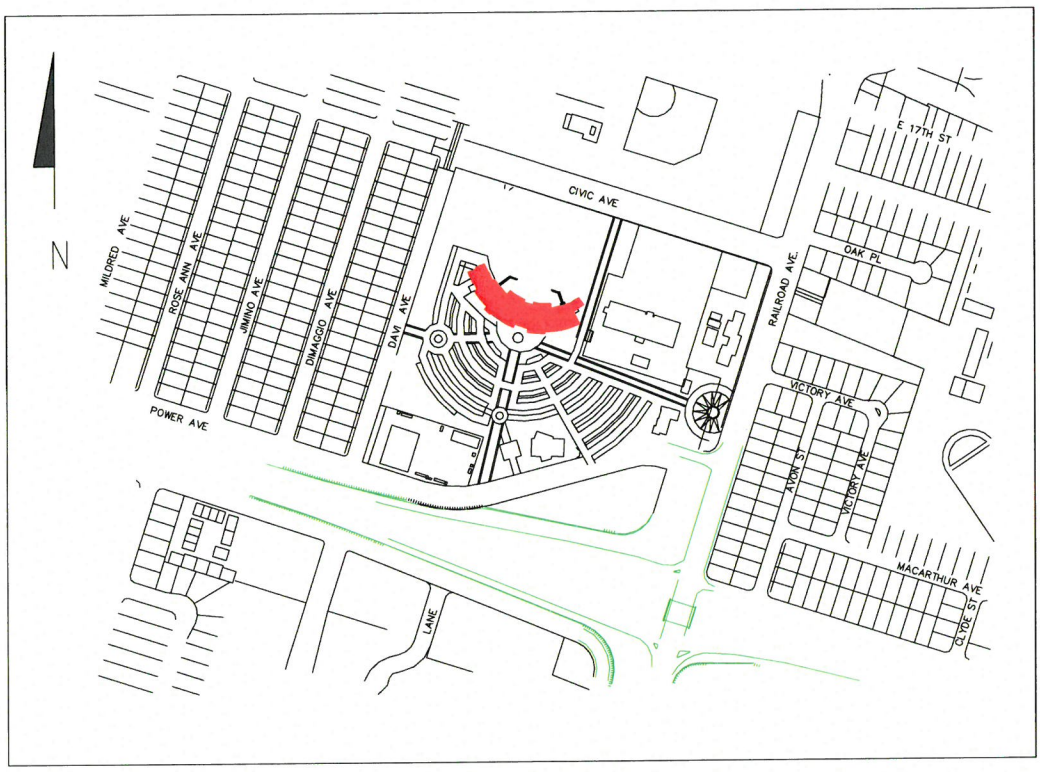
**Status:**
Funding for FY19/20

**Estimated Project Cost:**
$400,000

**Project Limits:**
357 East 12th Street- Corporation Yard

**Funding Sources**
Eligible Funding Sources: State Grants, Dept Budgets that use Vehicles and Equipment
Identified Funding: Building & Fleet Maintenance

**Project Description:**
The fleet fueling system at the Corporation Yard is out of compliance per State regulatory requirements and needs major upgrades including new piping, fueling island, single wall tank replacement with above ground tanks, new dispensers, island cover and new Concrete pad.




# B-5: POLICE EVIDENCE & INTAKE ROOM IMPROVEMENT PROJECT

**Project No.**
TBD

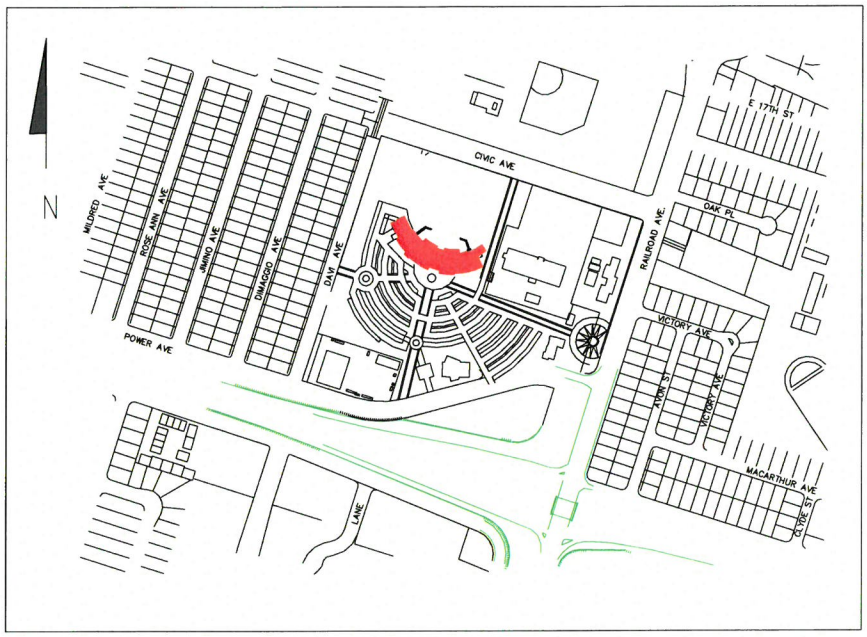
**Status:**
Preliminary Design

**Estimated Project Cost:**
$350,000

**Project Limits:**
Police Department, Pittsburg City Hall

**Funding Sources**
Eligible Funding Sources: General Fund, Grants
Identified Funding: $100,000 Building Maintenance Fund

**Project Description:**
Design, renovation of existing office and storage spaces, including installation of equipment and modifications to mechanical, plumbing and electrical systems to allow the more efficient use of space for evidence processing (intake room) and storage in compliance with applicable codes, regulations and best practices for law enforcement investigation and safety.




## B-6: POLICE EVIDENCE STORAGE BUILDING

**Project No.**
TBD

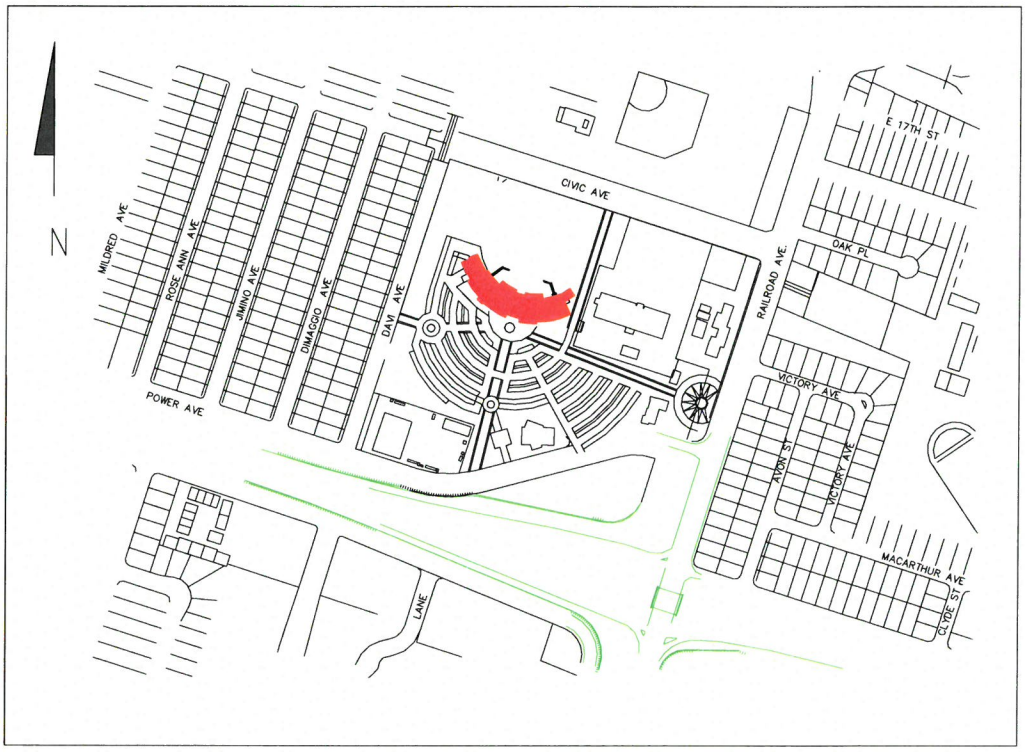
**Status:**
Conceptual

**Estimated Project Cost:**
To Be Determined (TBD)

**Project Limits:**
Vicinity of Pittsburg City Hall

**Funding Sources**
Eligible Funding Sources: General Fund, Grants
Identified Funding:

**Project Description:**
Design and construction of evidence storage building, including plumbing, electrical, ventilation and security components for the processing and storage of evidence for the Pittsburg Police Department. Building components must comply with various codes, regulations and best practices for law enforcement investigation and safety.




# B-7: CIVIC CENTER REPAIR

**Project No.**

**Status:**
2019/20 Allocation $40,000

**Estimated Project Cost:**
$120,000

**Project Limits:**
Civic Center

**Funding Sources:**
Eligible Funding Source: General Fund Building Maintenance
Identified Funding Source: $40,000 General Fund Building Maintenance

**Project Description:**
This project will complete major repair projects for the Civic Center that come up including HVAC repair and carpet. These funds will be set aside until needed.

# B-12: PURCHASE CORP YARD ANNEX (389 East Twelfth St.)

**Project No.**
To be determined

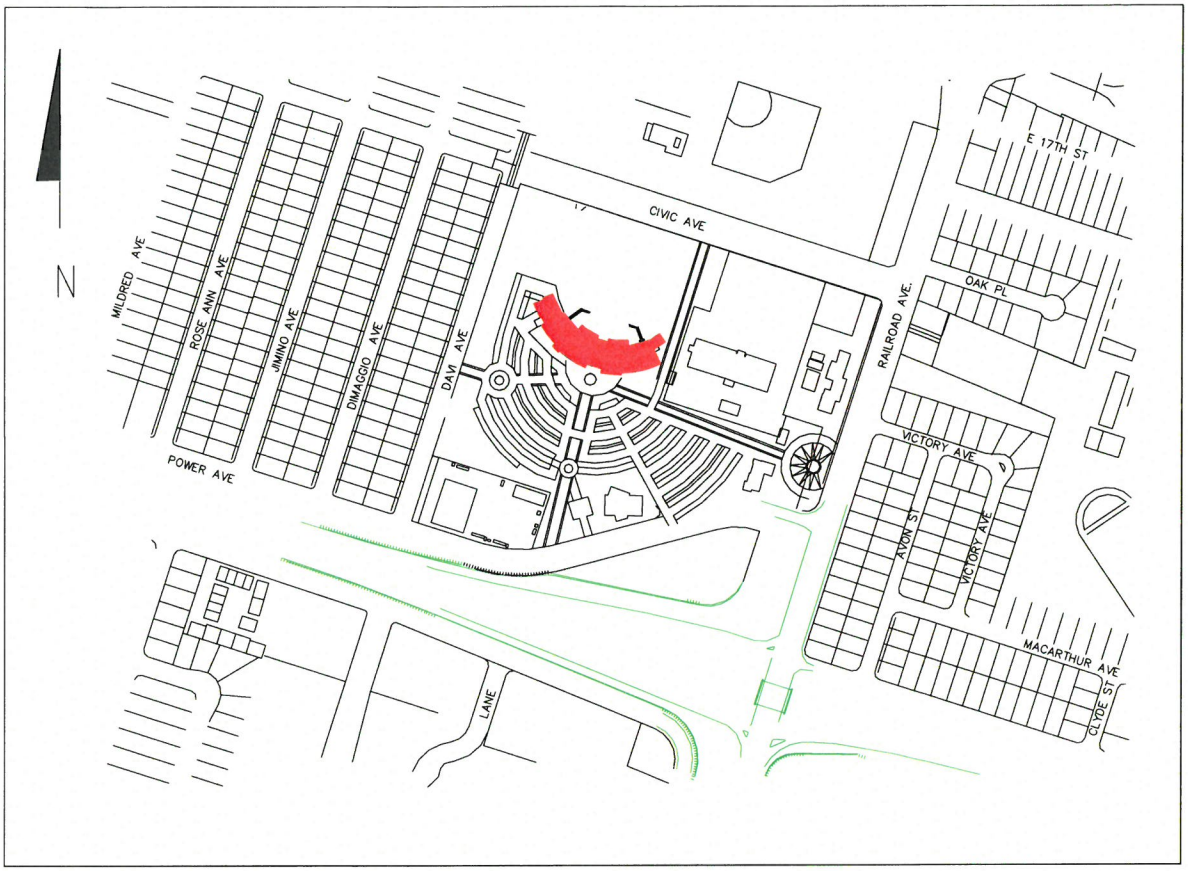
**Status:**
Awaiting funding.

**Estimated Project Cost:**
$1,650,000

**Project Limits:**
City Corporation Yard at 357 East 12th Street

**Funding Sources:**
Eligible Funding Source: TBD
Identified Funding Source: Not funded

**Project Description:**
This project will involve expansion and an addition of a warehouse at the City's existing maintenance yard.




# B-52: CIVIC CENTER PARKING STRUCTURE & COURT PARKING

**Project No.**
To be determined

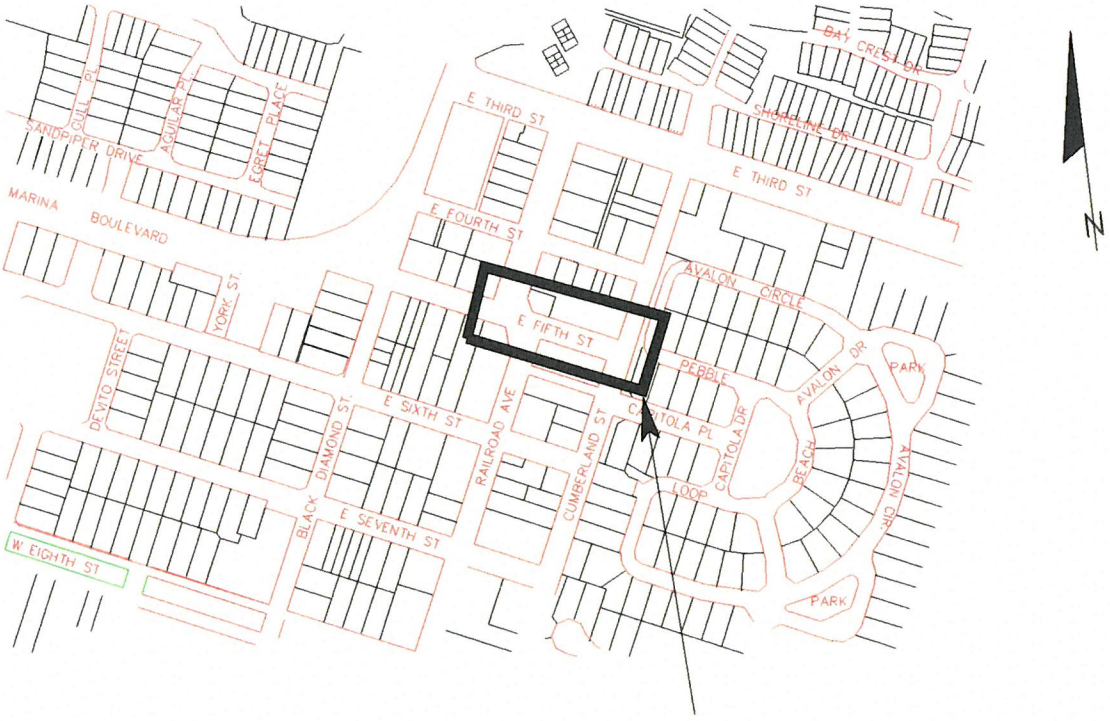
**Status:**
Awaiting funding.

**Estimated Project Cost:**
$5,000,000

**Project Limits:**
To Be Determined

**Funding Sources:**
Eligible Funding Source: To Be Determined
Identified Funding Source: None

**Project Description:**
This project will construct a parking structure near City Hall and the Courthouse for use by both facilities.




# B-53 DOWNTOWN SURFACE PARKING LOT

**Project No.**
To be determined

**Status:**
Awaiting funding

**Estimated Project Cost:**
$1,500,000

**Project Limits:**
Fifth Street, Cumberland to Railroad Avenue

**Funding Sources:**
Eligible Funding Source: TBD
Identified Funding Source: None

**Project Description:**
This project will construct a new parking lot at East 5th Street to increase available parking for the downtown area.

# B-54 DOWNTOWN PARKING STRUCTURE

**Project No.**
To be determined

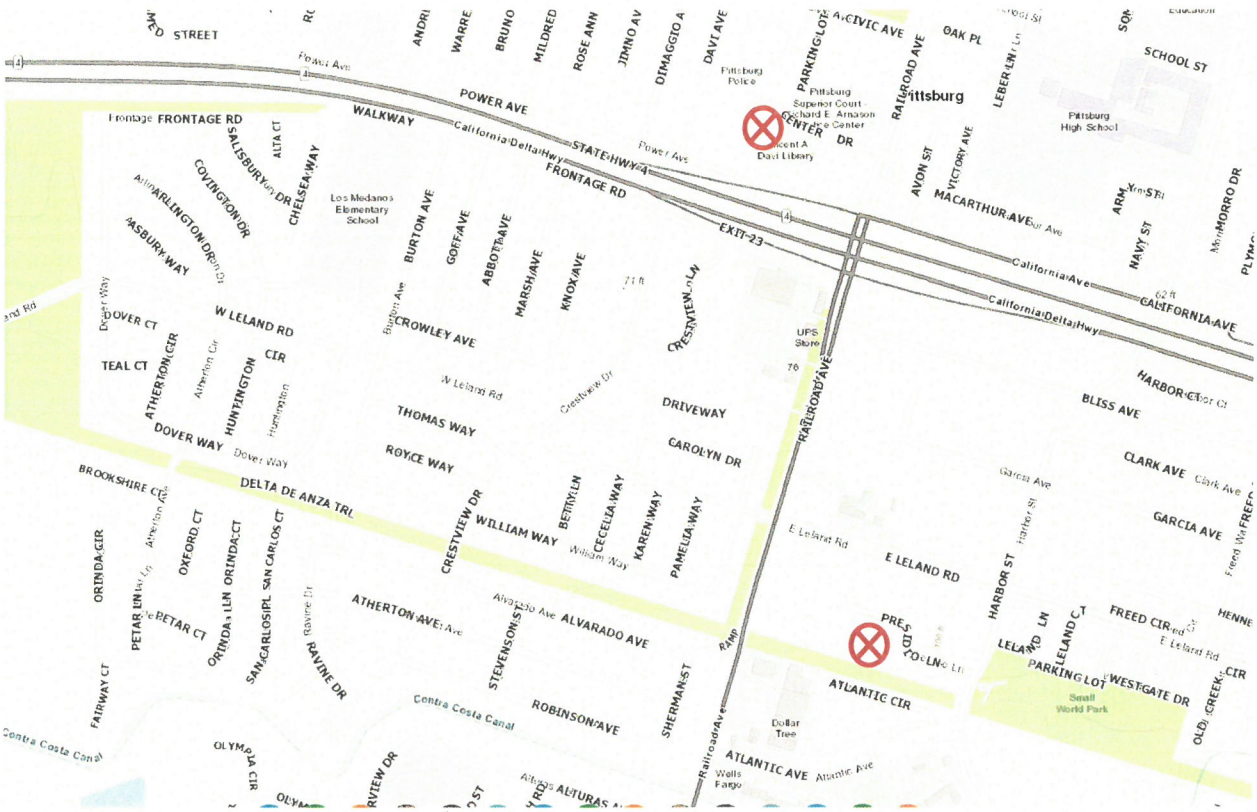
**Status:**
Awaiting funding

**Estimated Project Cost:**
$5,000,000

**Project Limits:**
To Be Determined

**Funding Sources:**
Eligible Funding Source: TBD
Identified Funding Source: None

**Project Description:**
This project will construct a new parking lot at East 5th Street to increase available parking for the downtown area. In addition, bioretention treatment areas will be constructed to treat surface stormwater runoff.




# B-55 CIVIC CENTER/SENIOR CENTER EOC UPGRADES

**Project No.**
TBD

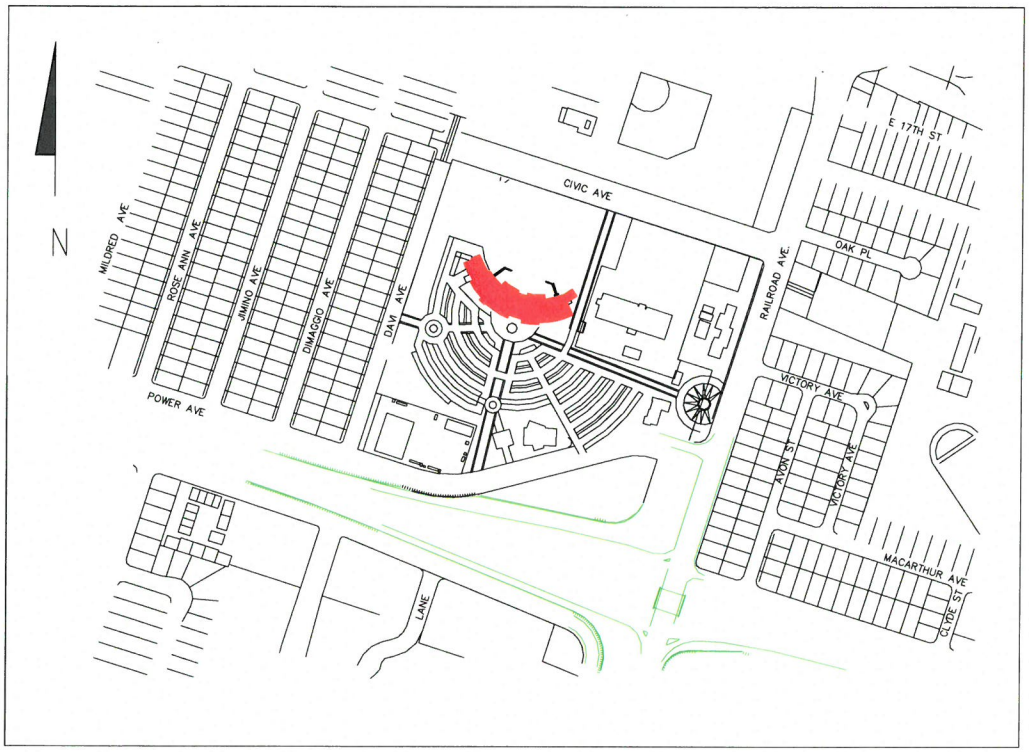
**Status:**
2019/20 Allocation $80,000

**Estimated Project Cost:**
$80,000

**Project Limits:**
Civic Center & Senior Center

**Funding Sources:**
Eligible Funding Source: General Fund
Identified Funding Source: $80,000 GF

**Project Description:**
This project will complete required upgrades needed for the City's Emergency Operations Center at both the Civic Center and the Senior Center.




# B-56: POLICE DEPARTMENT WOMEN'S LOCKER ROOM EXPANSION

**Project No.**

**Status:**
2019/20 Allocation $50,000

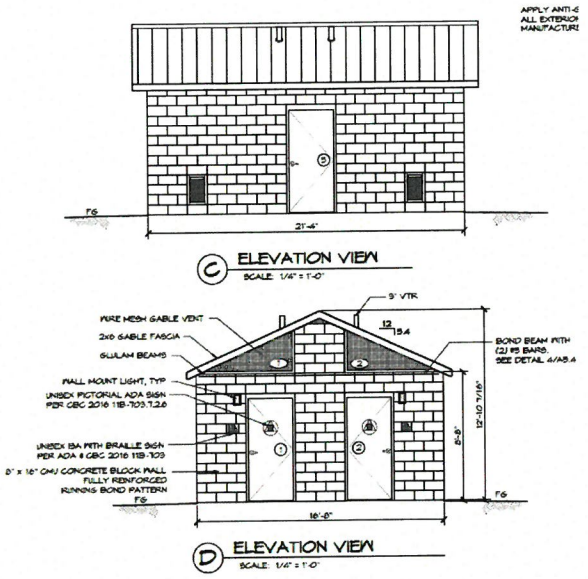
**Estimated Project Cost:**
TBD

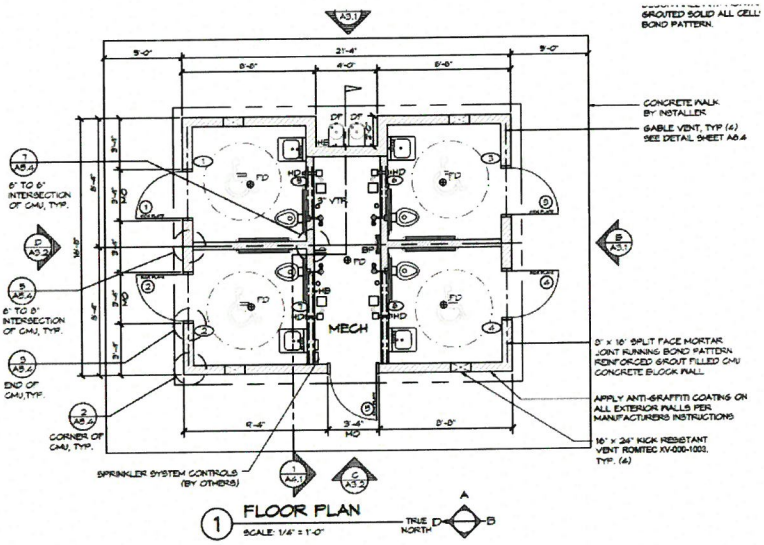
**Project Limits:**
City Hall-PD Women's Locker Room

**Funding Sources:**
Eligible Funding Source: General Fund Building Maintenance
Identified Funding Source: $50,000 General Fund Building Maintenance

**Project Description:**
This project will expand the women's locker room at City Hall. Current funds allocated will begin design of this project.

# PARK PROJECTS




# PK - 1: CENTRAL HARBOR PARK RESTROOMS

**Project No.**
TBD

**Status:**
Awaiting Funding

**Estimated Project Cost:**
$482,000

**Project Limits:**
Central Harbor Park

**Funding Sources:**
Eligible Funding Source: Marina Enterprise Fund
Potential Funding Source: $392,000 Department of Boating and Waterways Boating Facilities Grant (applied January, 2017)
Identified Funding Source: TBD

**Project Description:**
This project will demolish and reconstruct ADA accessible restroom facilities at Central Harbor Park. This work will replace two other dilapidated restrooms in order to support the proposed community center on the berm.

# PK-2: OLD GROWTH TREE CARE

**Project No.**
TBD

**Status:**
None

**Estimated Project Cost:**
$100,000

**Project Limits:**
- Buchanan Park
- Railroad Avenue between Alvarado and State Route 4
- City Park

**Funding Sources**
Eligible Funding Sources:

Identified Funding: none

**Project Description:**
Funding is requested to prune old grown Eucalyptus trees. Existing stands of Eucalyptus are too tall for in-house staff and equipment to manage and their pruning needs have not been addressed in a timely manner. The lack of tree care is detrimental to the trees' health and aesthetic appearance.

# PK-3: SMALL WORLD PARK IMPROVEMENTS

**Project No.**
TBD

**Status:**
2018/19 Allocation - $20,000

**Estimated Project Cost:**
$20,000

**Project Limits:**
Small World Park

**Funding Sources:**
Eligible Funding Sources: Park Dedication Funds (PDF)
Identified Funding: $20,000 PDF

**Project Description:**

This project is for the rehabilitation of structures, features, and equipment at Small World Park. The most urgent need is for the structural rehabilitation of the Iron Horse Ride. Other needs will be prioritized by staff as funding allows.

# PK-4: ANNUAL PLAYGROUND REPLACEMENT PROJECT

**Project No.**
**TBD**

**Status:**
Locations being prioritized by Public Works/ Recreation Staff 2019/20 Allocation $80,000

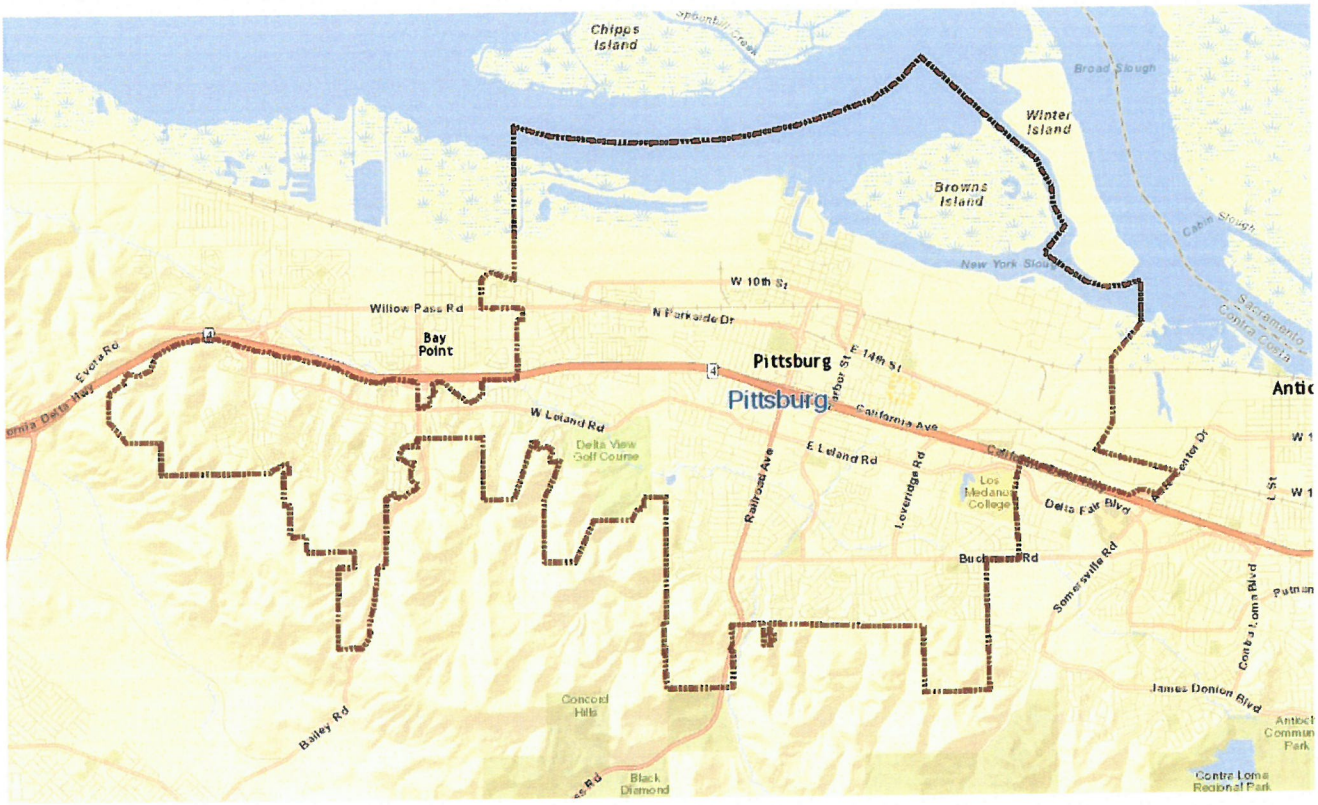
**Estimated Project Cost:**
$80,000 Annually
$400,000 thru term of 5-year CIP

**Project Limits:**
Citywide Park System

**Funding Sources:**
Eligible Funding Source: Park Dedication Funds (PDF), Grants
Identified Funding: $160,000 PDF, $320,000 Future PDF

**Project Description:**

Recurring annual project for replacement of playground equipment and related amenities at public parks throughout the City. Priority for locations determined by Public Works with input from Recreation Services.




# PK-5: CASP ACCESSIBILITY IMPROVEMENTS IN PARKS

**Project No.**
TBD

**Status:**
Awaiting Funds

**Estimated Project Cost:**
$150,000

**Project Limits:**
Citywide

**Operation and Maintenance**

**Funding Sources:**
Park Dedication Fees (PDF)

**Project Description:**
Project to install, repair, or construct improvements at City owned parks as recommended by Certified Access Specialist Program (CASP) – ADA survey of facilities and prioritized by Public Works staff.

# PK-6: CITY PARK SOCCER FIELD TURF REPLACEMENT

**Project No.**
TBD

**Status:**

**Estimated Project Cost:**
$250,000

**Project Limits:**
City Park

**Funding Sources:**
Eligible Funding Source: Park Dedication Funds (PDF), Grants
Identified Funding: $250,000 PDF

**Project Description:**

Replacement of all, or portions, of the all-weather turf soccer field at City Park.

# PK-7: DE ANZA PARK WALKWAY REHABILITATION AND BASKETBALL COURT

**Project No.**
TBD

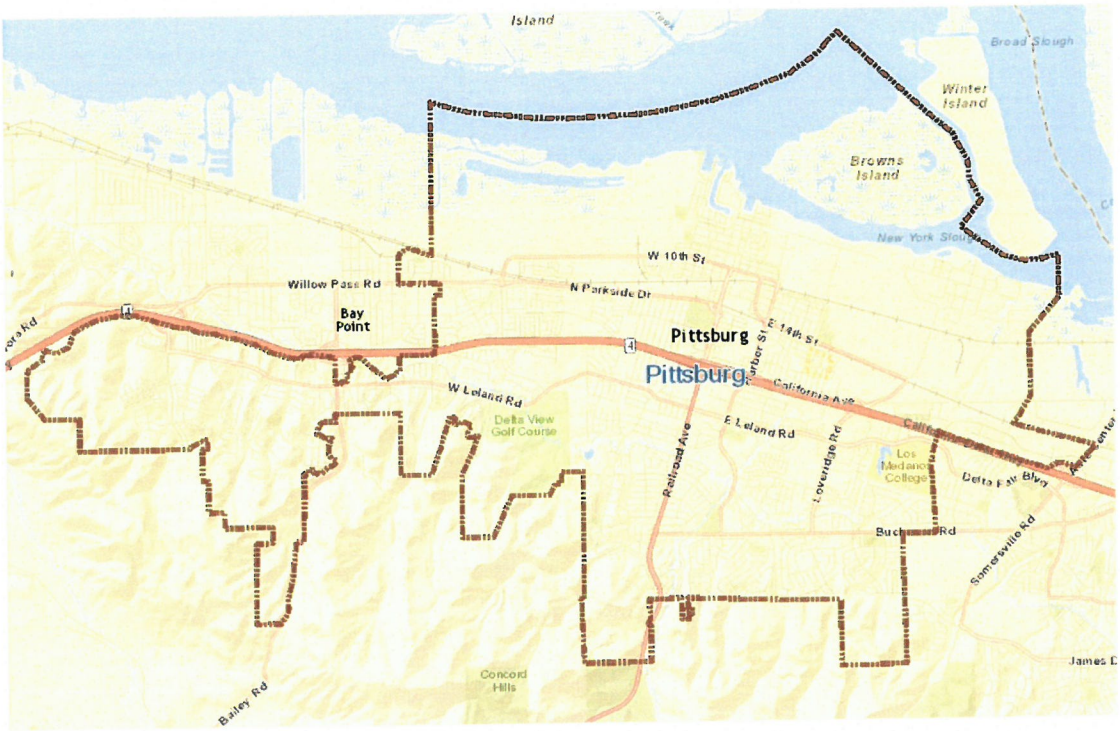
**Status:**
Unfunded

**Estimated Project Cost:**
$500,000

**Project Limits:**
De Anza Park

**Funding Sources:**
Grants & Park Dedication Fees (PDF)

**Project Description:**
Project to rehabilitate/repair/ reconstruct deteriorated walkways and for design and construction of basketball court at De Anza Park. Install bioretention treatment areas to treat surface stormwater runoff.




# PK-8: BIENNIAL PLAYFIELD REPLACEMENT

**Project No.**

TBD

**Estimated Project Cost:**
$250,000 biennial
($500,000 thru term of 5-year CIP)

**Status:**

2019/20 Allocation $250,000

**Project Limits:**
City Wide

**Funding Sources:**
Eligible Funding Source: Grants & Park Dedication Fees (PDF)

Identified Funding Source: $250,000 PDF, $250,000 Future PDF

**Project Description:**
Recurring $250,000 biennial project for public parks throughout the City. Priority for locations determined by Public Works with input from Recreation Services.

# PK-9: ANNUAL PARK FEATURES REPLACEMENT PROJECT

**Project No.**
TBD

**Status:**
Locations being prioritized by Public Works/ Recreation Staff

**Estimated Project Cost:**
$450,000

**Project Limits:**
Citywide Parks

**Funding Sources:**
Eligible Funding Source: Park Dedication Funds (PDF), Grants
Identified Funding: $150,000 PDF, $300,000 Future PDF

**Project Description:**

Recurring annual project for the replacement of features and amenities such as drinking fountains, picnic tables, benches, lighting, pavement, and ADA accessibility at public parks throughout the City. Priority for locations determined by Public Works with input from Recreation Services.

## PK-10: BIENNIAL RESTROOM REPLACEMENT/REHABILITATION

**Project No.**
TBD

**Status:**
Locations being prioritized by Public Works Recreation Staff

**Estimated Project Cost:**
$250,000 biennial
$500,000 thru term of 5-year CIP

**Project Limits:**
Citywide Parks

**Funding Sources:**
Eligible Funding Source: Park Dedication Funds (PDF), Grants

Identified Funding: $500,000 Future PDF

**Project Description:**

Recurring biennial project for replacement and rehabilitation of restrooms in public parks throughout the City. Priority for locations determined by Public Works with input from Recreation Services.

# PK-11: BUCHANAN SWIM CENTER IMPROVEMENTS/ SOLAR HEATING

**Project No.**
To be determined

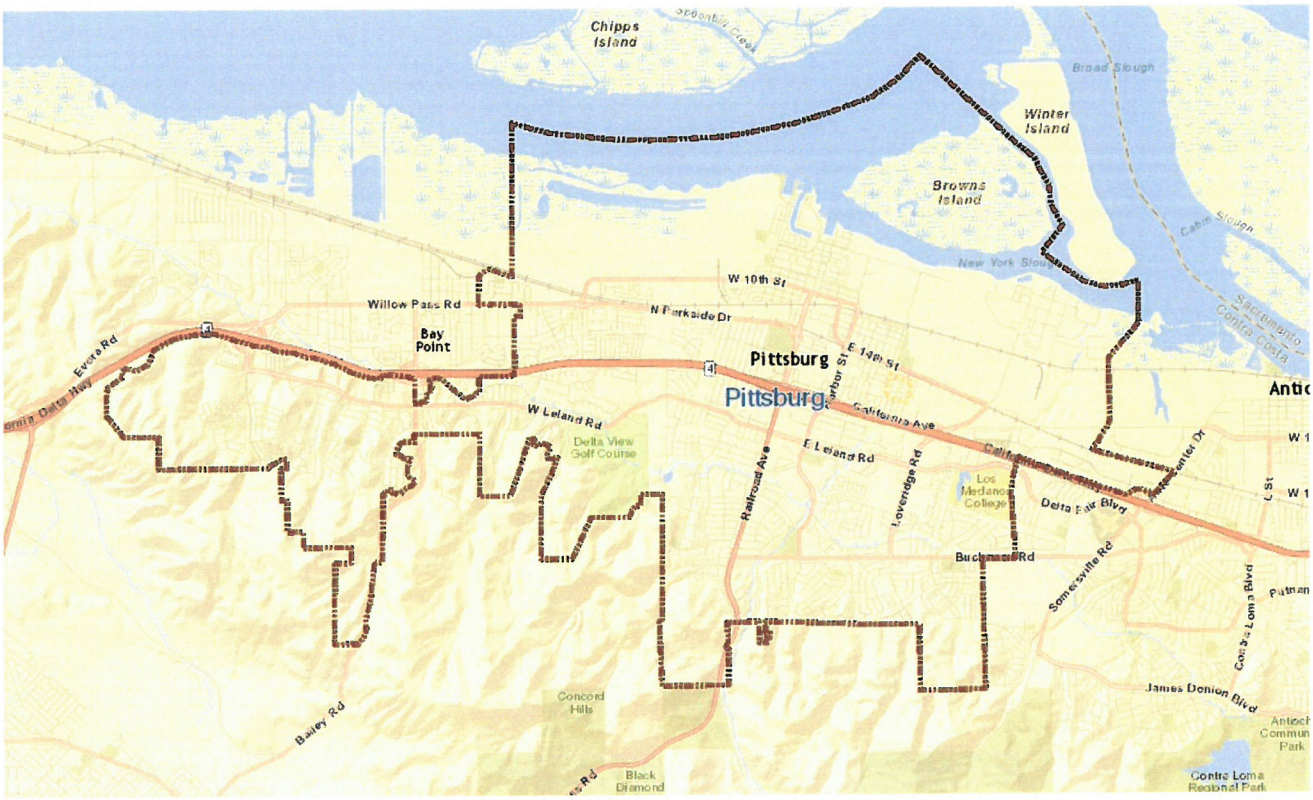
**Status:**
Awaiting funding

**Estimated Project Cost:**
$300,000

**Project Limits:**
Buchanan Swim Center

**Funding Sources:**
Eligible Funding Source: Park Dedication Fee
Identified Funding Source: None.

**Project Description:**
This project will install a solar system to supplement heating and resurface the exterior pool decking.




# PK-12: ALL ABILITIES PLAYGROUND

**Project No.**

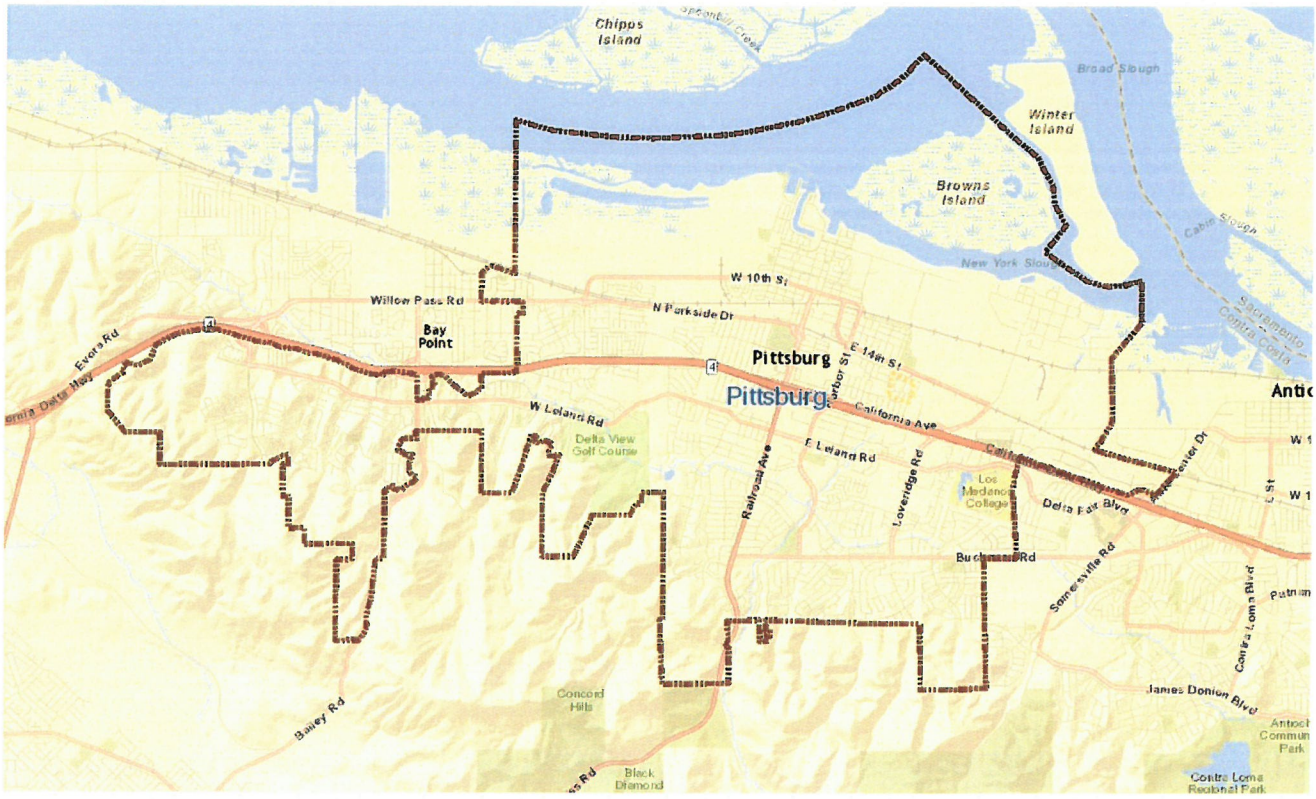
**Status:**
Awaiting funding

**Estimated Project Cost:**
$2,000,000

**Project Limits:**
Park facilities Citywide

**Funding Sources:**
Grants & Park Dedication Fees (PDF)

**Project Description:**
Project to design and construct an All Abilities Playground within a city park with amenities accessible and appropriate for use by children of all abilities.




# PK-13: PARK AND LANDSCAPING IMPROVEMENT PROJECT

**Project No.**
TBD

**Status:**
Projected Funding for FY 19/20

**Estimated Project Cost:**
$200,000

**Project Limits:**
TBD

**Operation and Maintenance**

**Funding Sources:**
Eligible Funding Source: Grants & Park Dedication Fees (PDF)

Identified Funding Source: $200,000 PDF

**Project Description:**
This project is for the replacement or removal of high maintenance amenities and landscaping at City maintained parks, medians, and landscaping features throughout the City. The intent of this project is to reduce or eliminate maintenance/staffing requirements by replacing or improving park and landscaping facilities with those that require less time to maintain resulting in an overall cost savings.

## PK-14: SKATEBOARD PARK

**Project No.**
TBD

**Status:**
Awaiting funding.

**Estimated Project Cost:**
$480,000

**Project Limits:**
To Be Determined

**Funding Sources:**
Eligible Funding Source: Park Dedication Fee

Identified Funding Source: TBD

**Project Description:**
This project will provide for an approximate 10,000 square foot Skateboard Park. The park may include prefabricated jump ramps, bleachers, fencing, lighting, and drinking fountain. This project will be close to parking, restrooms and a bus stop.

# PK-15: ANNUAL CITYWIDE PARK SIGN REPLACEMENT PROJECT

**Project No.**
TBD

**Status:**
2019/20 Allocation $50,000

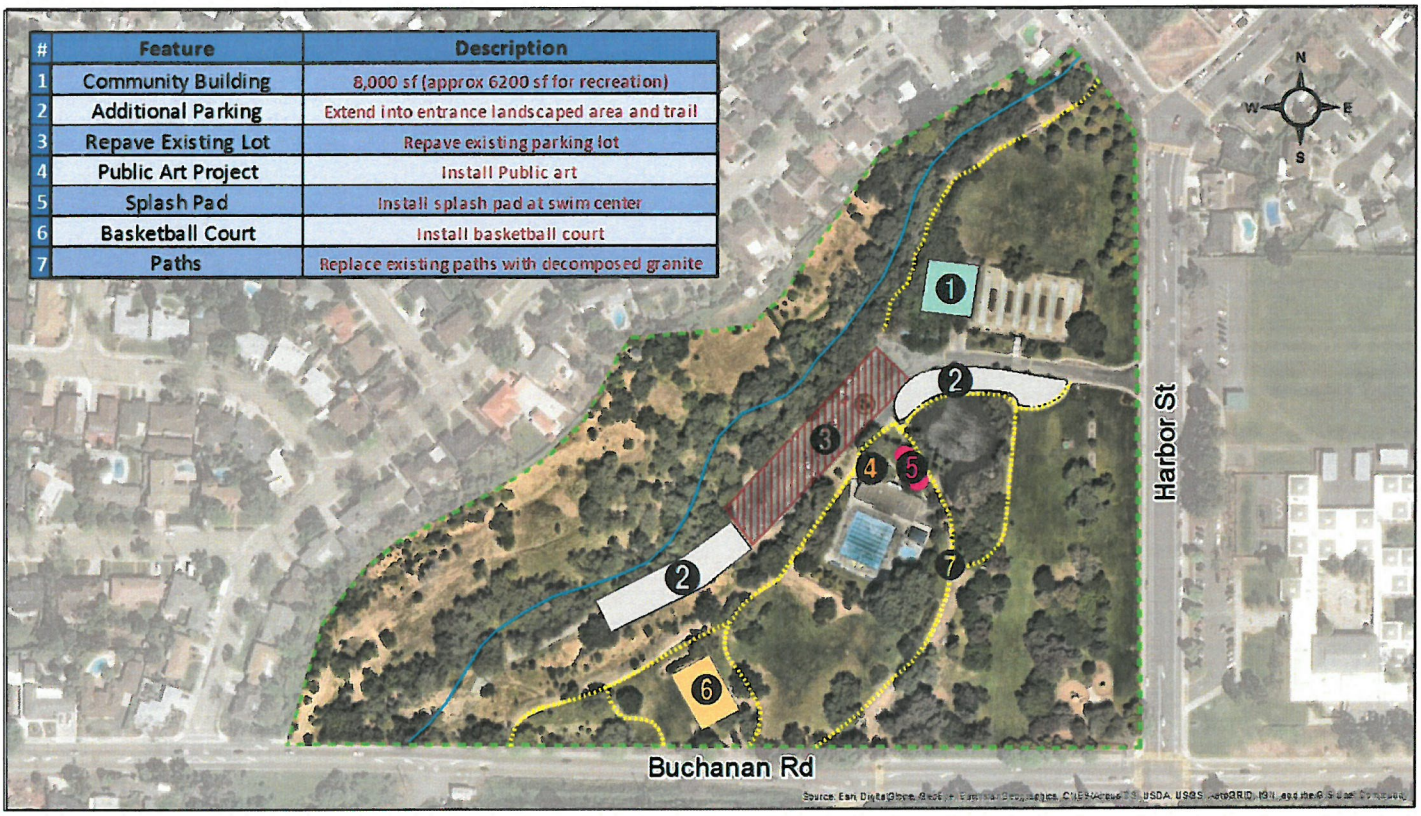
**Estimated Project Cost:**
$50,000 annual
$250,000 thru term of 5-year CIP

**Project Limits:**
Citywide Park System

**Funding Sources:**
Eligible Funding Source: Park Dedication Funds (PDF), Grants
Identified Funding: Park Dedication Funds

**Project Description:**

Recurring annual project for replacement of destination signs at public parks throughout the City. Priority for locations determined by Public Works with input from Recreation Services.




| # | Feature | Description |
|---|---|---|
| 1 | Community Building | 8,000 sf (approx 6200 sf for recreation) |
| 2 | Additional Parking | Extend into entrance landscaped area and trail |
| 3 | Repave Existing Lot | Repave existing parking lot |
| 4 | Public Art Project | Install Public art |
| 5 | Splash Pad | Install splash pad at swim center |
| 6 | Basketball Court | Install basketball court |
| 7 | Paths | Replace existing paths with decomposed granite |

**Buchanan Park Renovation Project**

Park Boundary ····· Paths to be replaced

Kirker Creek

1. Community Building
2. Additional Parking
3. Repave Parking Lot
4. Public Art Project
5. Splash Pad
6. Basketball Court
7. Replace Paths

# PK-26: BUCHANAN PARK RENOVATIONS

**Project No.**
TBD

**Status:**
Awaiting funding

**Estimated Project Cost:**
$8,500,000

**Project Limits:**
Buchanan Park

**Funding Sources**
Eligible funding sources: PDF, Grants
Identified funding sources: None

**Project Description:**
The project would add the following new amenities to the existing Buchanan Park: basketball court, splash pad, public art, and will replace the existing community center with a larger LEED certified center, replace deteriorated pedestrian walkways with pervious pathways and expand and resurface parking areas. The community center is proposed to be an expansion to 8,000 sf from the current 3,000 sf facility. Outdoor space designated for outdoor recreation and open space at the park comprised more than half of the area of the 16-acre park.

# PK-40: DREDGE BUCHANAN PARK POND

**Project No.**
TBD

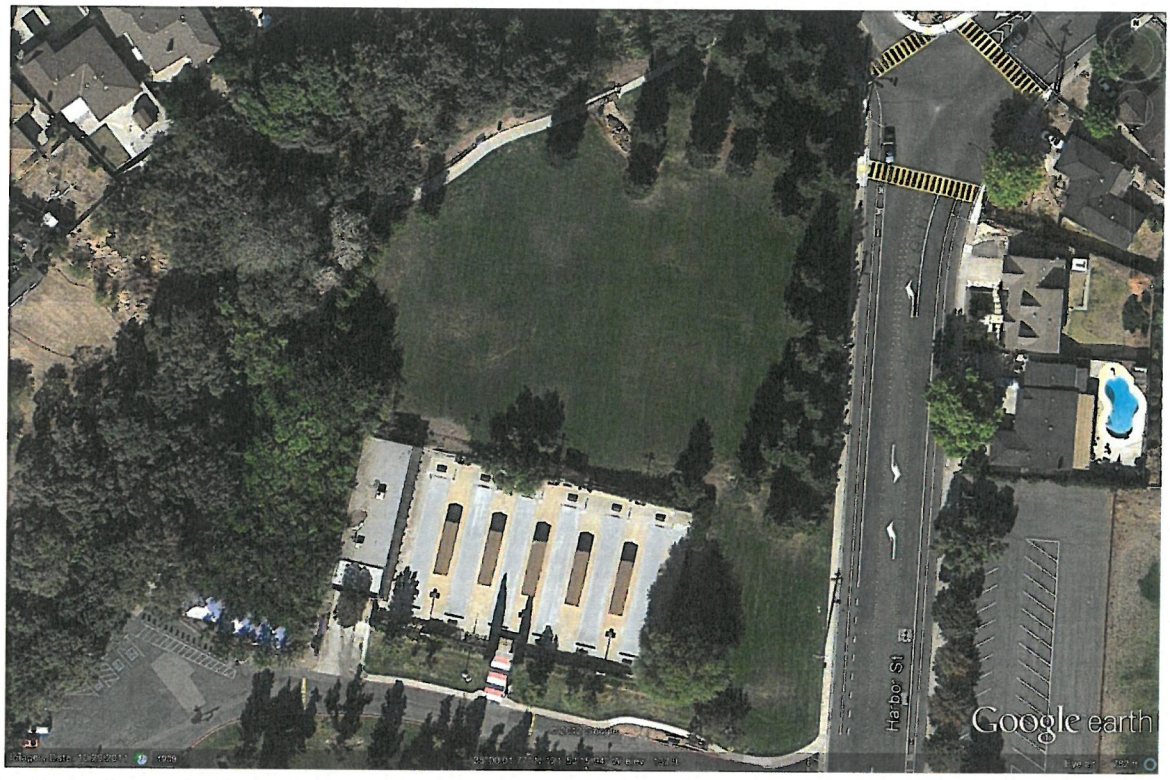
**Status:**
Awaiting funding.

**Estimated Project Cost:**
$200,000

**Project Limits:**
Buchanan Park

**Funding Sources:**
Eligible Funding Source: PDF
Identified Funding Source: TBD

**Project Description:**
This project will dredge the 1 acre Buchanan Park pond to its original design depth of four feet.




# PK-41: BUCHANAN PARK SCHOOL AGE PLAYGROUND

**Project No.**
TBD

**Status:**
Awaiting funding.

**Estimated Project Cost:**
$250,000

**Project Limits:**
Buchanan Park

**Funding Sources:**
Eligible Funding Source: PDF
Identified Funding Source: none

**Project Description:**
This project will install a school age playground to the north of the Buchanan Center building to benefit those families using the facility and the group picnic area.

# GENERAL PROJECTS

## G-2: CITY STANDARD DETAILS UPDATE

**Project No.**
N/A

**Status:**
In process.

**Estimated Project Cost:**
$100,000

**Project Limits:**
N/A

**Funding Sources:**
Eligible Funding Source: WOF, SOF, Measure J, Gas Tax, IRRF, PDF
Identified Funding Source: $32,000 WOF, $11,000 SOF, $26,000 Gas Tax, $31,000 PDF

**Project Description:**
The Pittsburg Standard Details were last updated in 2014, with a partial update. Since that time the City has undertaken an update to the Pittsburg Standard Specifications. The update to the Standard Specifications has initiated the need to update related standard details.

This project will provide for the necessary updates to the Standard Details Updating of the Standard Details, combined with the current Standard Specifications update, will help staff, developers, contractors, and consultants to ensure that the City receives materials, construction methods, and quality assurance that it needs for City owned and maintained infrastructure.

# G-3: BUCHANAN ROAD READER BOARD REPLACEMENT PROJECT

**Project No.**
N/A

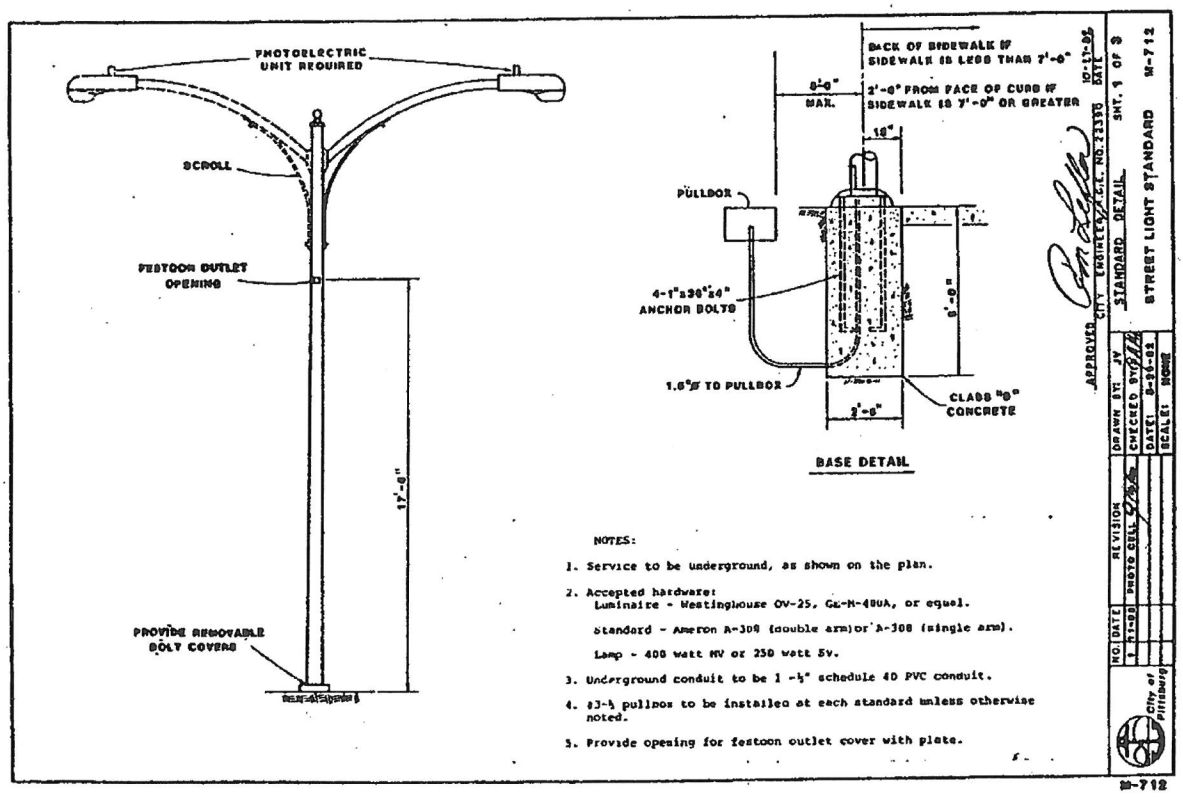
**Status:**
.

**Estimated Project Cost:**
$25,000

**Project Limits:**
Buchanan Road @ Highlands Ranch Park

**Funding Sources:**
Eligible Funding Source: Gas Tax, IRRF
Identified Funding Source: none

**Project Description:**
This project will replace the reader board on Buchanan Road in front of Highlands Ranch Park.




# G-7: PG&E STREET LIGHT FACILITIES ACQUISITION

**Project No.**
TBD

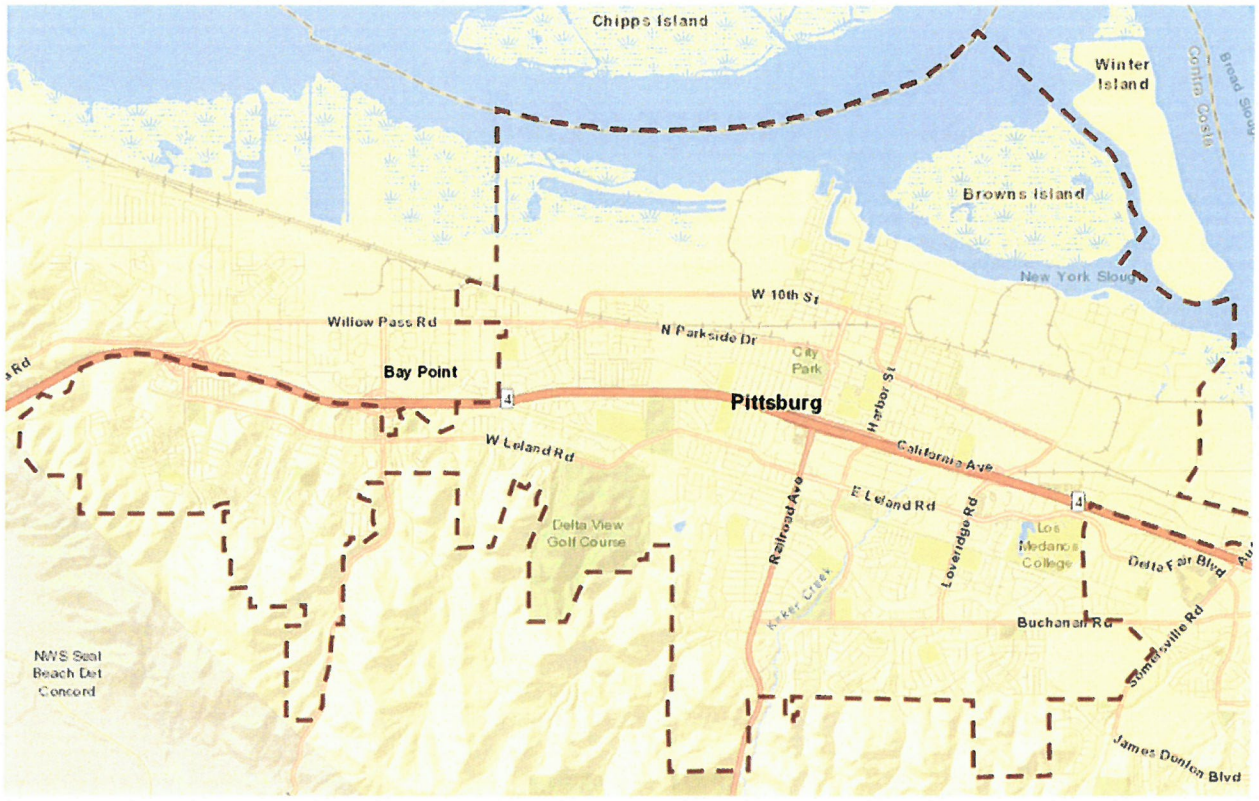
**Status:**
Awaiting funding

**Estimated Project Cost:**
$1,050,000

**Project Limits:**
Citywide

**Funding Sources:**
Eligible Funding Source:
Identified Funding Source: TBD

**Project Description:**
This will provide funding to buy out street lights from PG&E so they can be City owned and maintained, instead of the City paying PG&E for maintenance. There are approximately 3,671 PG&E-owned street lights in the City. The City currently owns approximately 32%, or 1,163 of the 4,834 street lights in the City. This project will not only save the City annual operating funds but will allow the Public Works Department to provide improved and more responsive service to street light complaints.




# G-9: ADA TRANSITION PLAN UPDATE

**Project No.**
TBD

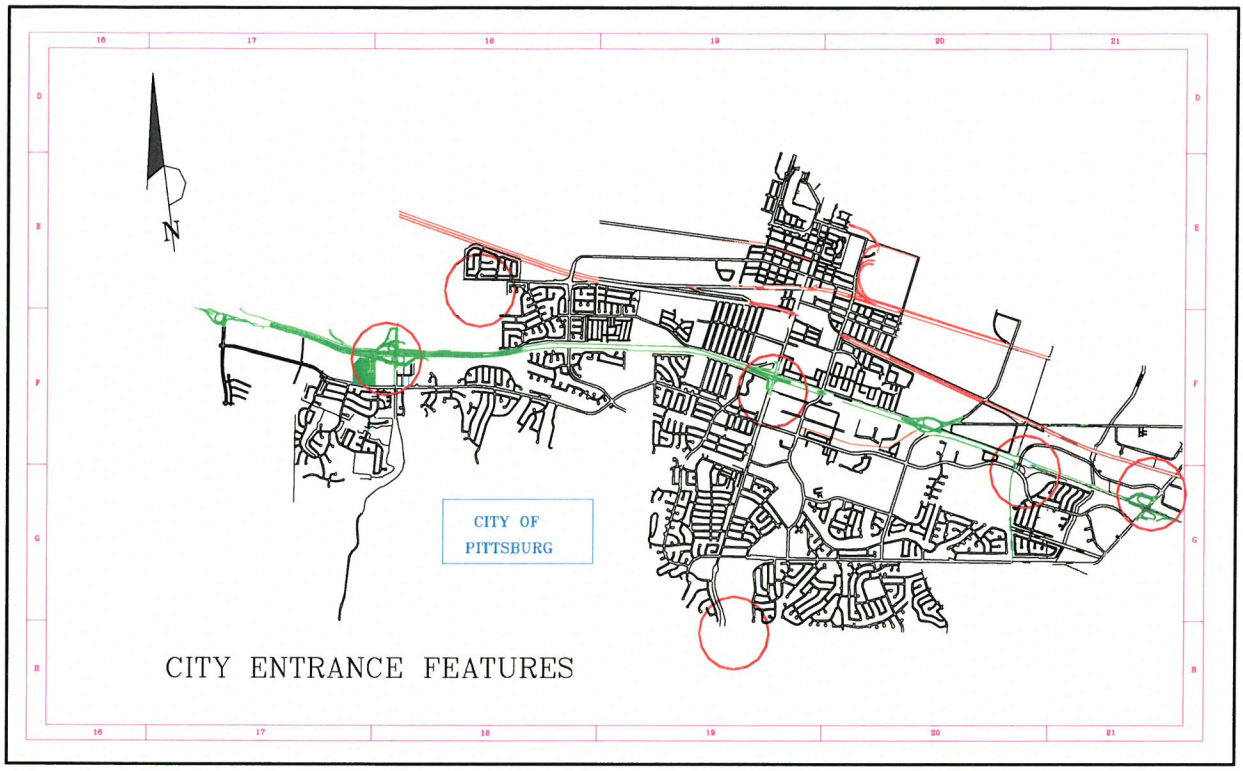
**Status:**
Awaiting funding.

**Estimated Project Cost:**
$50,000

**Project Limits:**
Citywide

**Funding Sources:**
Eligible Funding Source:
Identified Funding Source: None

**Project Description:**
This project will survey current City facilities, including public buildings and curb ramps at intersections, to determine whether they are compliance with the Americans with Disabilities Act (ADA). For facilities not currently in compliance, the transition plan prioritizes, identifies funding for, and may establish a broad time line for achieving compliance with current ADA requirements.




# G-12: CITY LIMIT ENTRANCE FEATURES

**Project No.**
**BD**

**Status:**
Awaiting funding.

**Estimated Project Cost:**
$120,000

**Project Limits:**
City entrances

**Funding Sources:**
Eligible Funding Source:
Identified Funding Source: TBD

**Project Description:**
This project will construct entrance features at major entrances to the City.

# G-18: WEST LELAND ROAD UNDERGROUND UTILITIES (Railroad Avenue to Crestview Drive)

**Project No.**
TBD

**Status:**
Construction Schedule Winter 2019

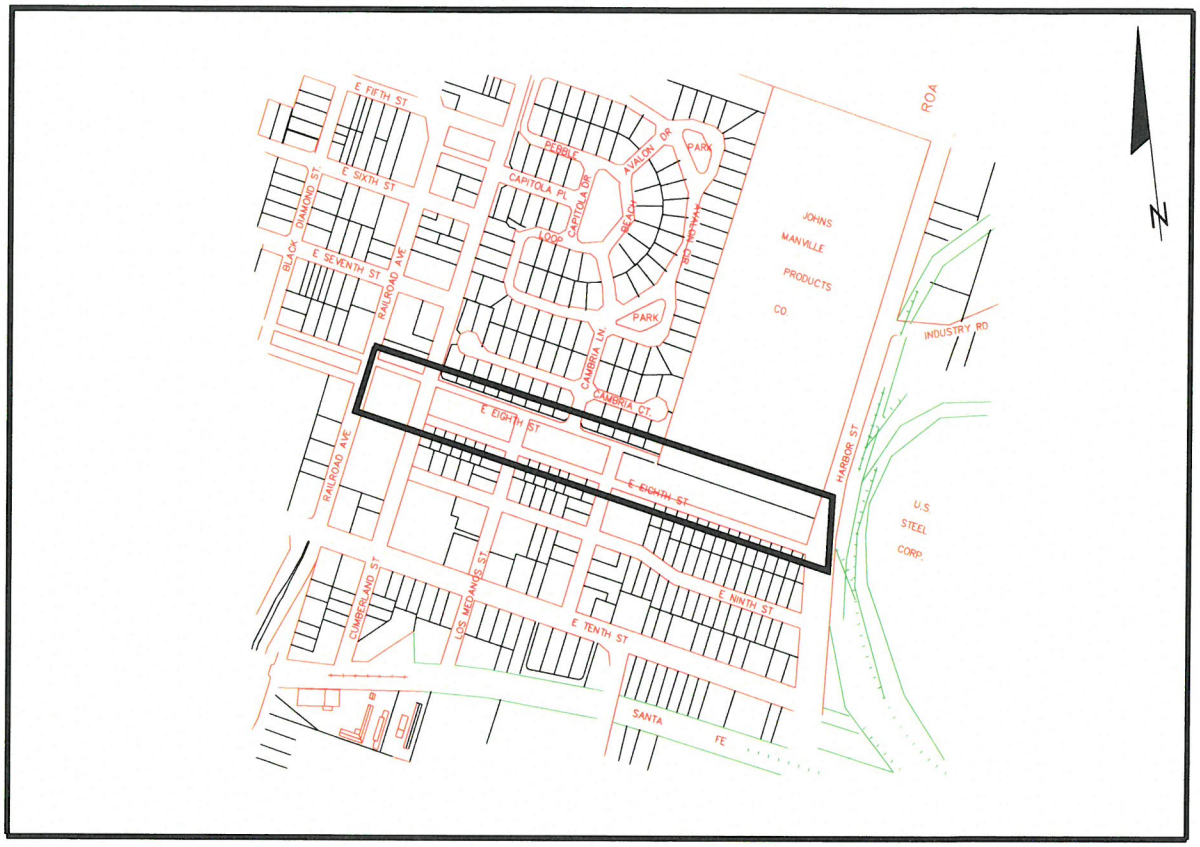
**Estimated Project Cost:**
$1,400,000

**Project Limits:**
W. Leland Road (Railroad Avenue to Burton Avenue)

**Funding Sources:**
Eligible Funding Source: Rule 20A
Identified Funding Source: $1,400,000 Rule 20A

**Project Description:**
This project will underground the existing overhead utilities along West Leland Road from Railroad Avenue to Crestview Drive.

The project requires obtaining several easements for electrical boxes.




# G-25: EAST 8TH STREET UNDERGROUND UTILITIES (Railroad Avenue to Harbor Street)

**Project No.**
To be determined

**Status:**
Awaiting Funding

**Estimated Project Cost:**
$840,000

**Project Limits:**
E. Eighth Street

**Funding Sources:**
Eligible Funding Source: Rule 20A
Identified Funding Source: None

**Project Description:**
This project will remove overhead utilities and place them underground along East Eighth Street and the linear park from Railroad Avenue to Harbor Street.

# PITTSBURG POWER PROJECTS

# PP- 1: FY2017-2018 CABLE REPLACEMENT

**Project No.:**
5814

**Status:**

**Estimated Project Cost:**
$250,000

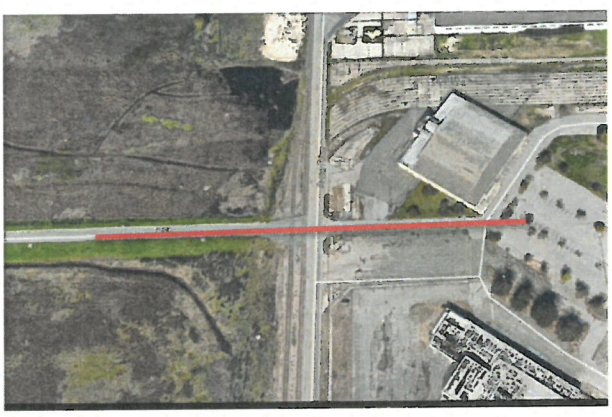
**Project Limits:**
Island Energy Service Territory

**Operation and Maintenance**

**Funding Sources**
Eligible Funding Source: Island Energy Reserves

Identified Funding Source: $250,000 Island Energy Reserves

**Project Description:**
This project will replace approximately 6,000 feet of electrical cable. This project is expected to improve system reliability.



## PP-2: DUCT BANK AND VAULT REPLACEMENTS

**Project No.**
TBD

**Status:**
Funded

**Estimated Project Cost:**
$550,000

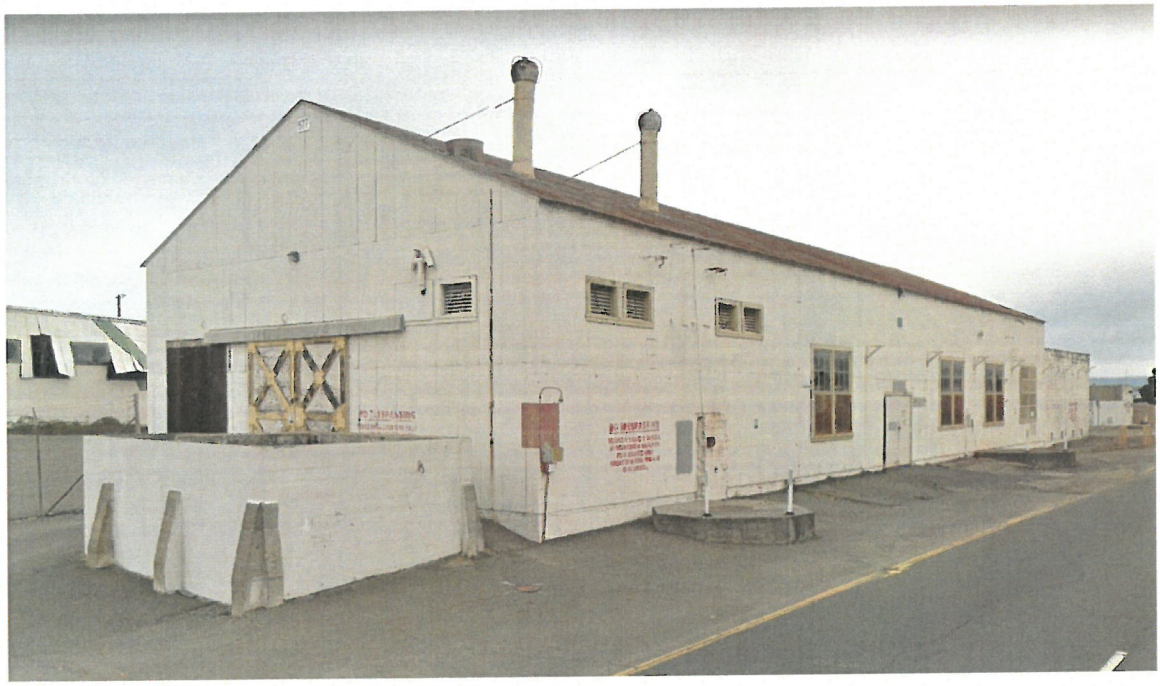
**Project Limits:**
Island Energy

**Funding Sources**
Eligible Funding: Island Energy Fund (IE)

Identified Funding: $150,000 IE

**Project Description:**

Specific sections of the Island energy system have been identified for duct bank and vault replacement as being critical for system reliability and "backbone" expansion. The project supports the Lennar waterfront development and the Mare Island "North End" – which includes existing ALCO and EPS customers, and the anticipated City of Vallejo master development north of G Street.



# PP-3: UPGRADE STATION 'M' (BLDG 577)

**Project No.**
TBD

**Status:**
Preliminary Assessment

**Estimated Project Cost:**
$180,000

**Project Limits:**
Railroad Ave. @ H St. – Mare Island

**Funding Sources**
Eligible Funding Source: Island Energy Capital Reserve Acct.
Identified Funding Source: None

**Project Description:**

Upgrade Island Energy Station "M" (Mare Island Building 577; 7400sqft) for greater crew accessibility, functionality, security, improved appearance and additional materials / tool storage.

Island Energy ("IE") controls the Station M property through a legacy grant-deed easement from the US Navy. The easement is broad in its description, and describes any easement use as necessarily supporting the operation of the electric and gas utility. Upgrade of Station M is consistent with the grant of easement.

The project scope contemplates and may include architectural assessment and treatments, siding repair/painting, roof repair/painting, window/door replacement and other facility repair or upgrade including new internal/external lighting and security.

Internal space planning will include the addition of crew facilities – changing room, showers, restroom, laundry area and potentially meeting and break area (all potentially indoor-modular applications). A structural deck, in the north-end area above existing inside switchgear and planned crew facilities, will be constructed for materials and tools storage.

## PP-4: RE-PURPOSE STATION 'E' (BLDG 801)

**Project No.**
TBD

**Status:**
Preliminary Assessment

**Estimated Project Cost:**
$350,000

**Project Limits:**
Nimitz Ave. @ 7th St. – Mare Island

**Funding Sources**
Eligible Funding Source: Island Energy Capital Reserve Acct.
Identified Funding Source: $350,000 IE

**Project Description:**

Re-purpose Island Energy Station "E" (Mare Island Building 801) from that of an electrical shop, tool and materials storage facility to that of Island Energy's business offices. Materials would be relocated to other IE controlled facilities (Bldgs 516, 577) and the current "Quarter P" business office lease with Lennar would cease.

Island Energy ("IE") controls the Station E property through a legacy grant-deed easement from the US Navy. The easement is broad in its description, and describes any easement use as necessarily supporting the operation of the electric and gas utility. We interpret IE utility office use as being consistent with the easement.

Station E consists of three elements: Shop and storage building of approximately 1,344sqft, an open-air substation, and a secondary building of approximately 1,248sqft.

The project scope includes architectural assessment and treatments, space planning, permitting, addition of windows, doors, skylights and internal build-out to include offices, meeting areas, break room, indoor plumbing, HVAC and related personnel and office appurtenances. Build-out and related costs is estimated at approximately $100/sqft.

# PP-5: WATERFRONT AREA RELIABILITY PROJECT

**Project No.**

**Status:**
Preliminary Assessment – Phase 1

**Estimated Project Cost:**
$700,000

**Project Limits:**
Berth 12 – 18 Mare Island

**Funding Sources**
Eligible Funding Source: Island Energy Reserves
Identified Funding Source: $700,000 Island Energy Reserves

**Project Description:**

The Waterfront Area Reliability Project ("WARP") contemplates the modernization of up to eight (8) Utility electrical substations serving the Mare Island waterfront area. The waterfront hosts Pittsburg Power Company (PPC) Utility's single largest commercial electrical customer, "Mare Island Dry Docks" (MIDD).

The waterfront area is prone to Utility equipment failures ("outages") often during critical periods of operation. Existing Utility facilities include underground lead cable, transformers and breaker sets that are over 40 years old. The dry docks serve demanding US Navy ship repair contracts and exceptionally high electrical loads. Electrical reliability is key to the viability of the MIDD business, which primarily serves the US Navy.

Phase 1 Project scope includes engineering assessments, work scoping, cost estimating and the procurement of critical reliability equipment plus performing intermediate fixes / repairs. Subsequent Phases will address replacement of and adding redundant underground primary voltage circuits along with breakers and transformer equipment.

Utility cost recovery is being contemplated through Customer special rate assessments and other mechanisms.

# PP-6: RE-PURPOSE STATION 'N' (BLDG 777)

**Project No.**
TBD

**Status:**
Preliminary Assessment

**Estimated Project Cost:**
$225,000

**Project Limits:**
Azuar Drive @ O St. – Mare Island

**Funding Sources**
Eligible Funding Source: Island Energy Capital Reserve Acct.
Identified Funding Source: None

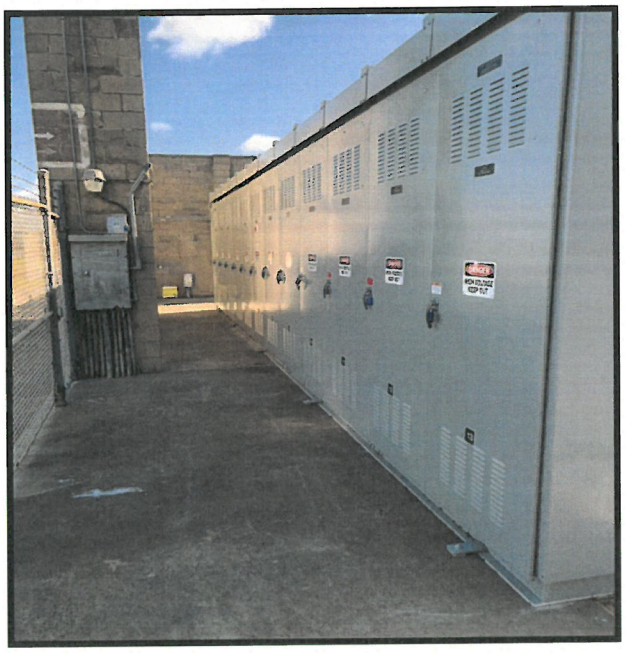
**Project Description:**

Re-purpose Island Energy Station "N" (Mare Island Building 777) from that of a former substation for use by Island Energy for vehicle, equipment and materials storage.

Island Energy ("IE") controls the Station N property through a legacy grant-deed easement from the US Navy. The easement is broad in its description, and describes any easement use as necessarily supporting the operation of the electric and gas utility. We interpret IE utility office use as being consistent with the easement.

The Station N easement footprint, although ill-defined, is conservatively estimated at approximately 41000sqft. The only existing site encumbrance is the switchgear building (Building 777) of approximately 400sqft.

The project scope includes permitting, site demo and civil works, fencing, yard and area lighting, site paving, foundations and slab floor, a [ 5000 sqft ] modular structural steel building; internal build-out to include equipment/tools areas, crew room with indoor plumbing and facility security systems. Build-out and related costs is estimated at approximately $45/sqft (building footprint as base for cost).



## PP-7: STATION H KWH METERING EQUIPMENT

**Project No.**
TBD

**Status:**

**Estimated Project Cost:**
$80,000

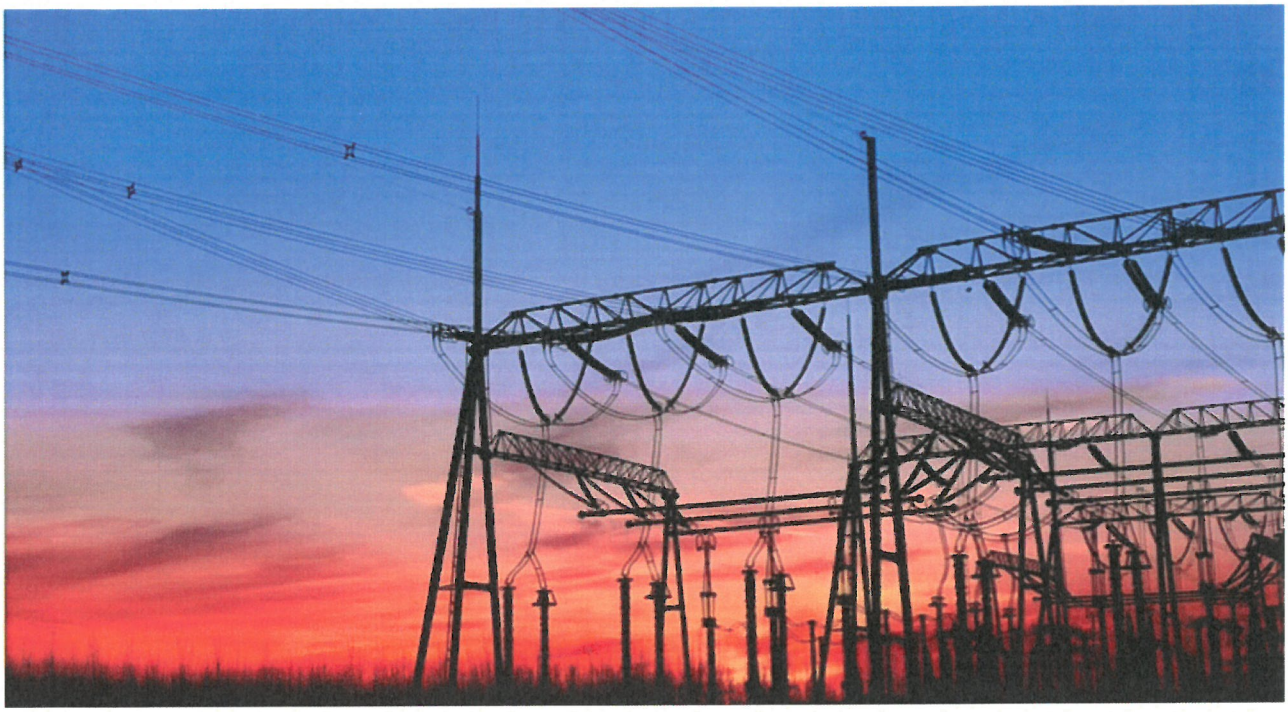
**Project Limits:**
Azuar Drive at O Street. – Mare Island

**Funding Sources**
Eligible Funding Source: Island Energy

Identified Funding Source: $80,000 Island Energy IE

**Project Description:**

Installation of new KWH per-phase circuit metering devices to better assess Island Energy system load demands and losses. This provides functionality for balancing Island Energy system loads and promote a more structured plan for addressing new loads and system expansion.



# PP-8 : OUTAGE RECOVERY PROJECT

**Project No.**

**Status:**
Funded

**Estimated Project Cost:**
$520,000

**Project Limits:**
Mare Island PPC Utility Service Territory

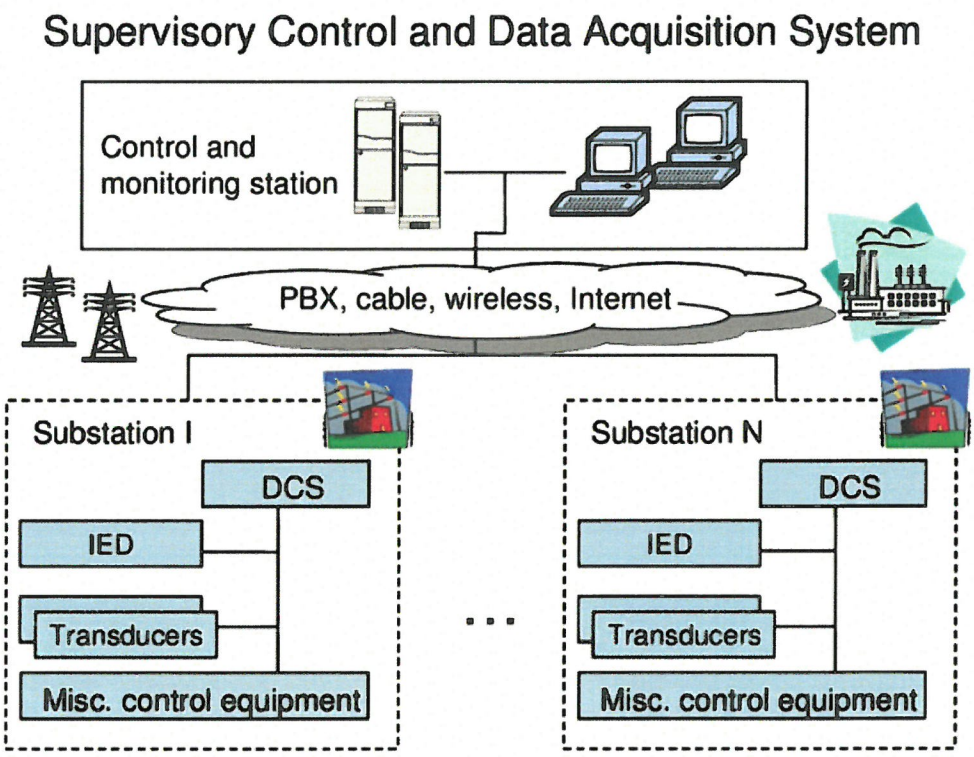
**Funding Sources**
Eligible Funding Source: Island Energy
Identified Funding: $520,000 IE

**Project Description:**

To provide ready capital resources to immediately respond to Pittsburg Power Company ("PPC") Utility electrical and natural gas outages in the interest of the timely restoration of Customer services and the assurance of Public Safety.

"Outages" are characterized as the unpredicted failure of Utility equipment, including but not limited to, underground electrical cable faults, breaker failures, transformer failures, gas main line and regulator breaches and other related Utility equipment. Outages can affect small groups of Customers, or all of the Mare Island service territory.

The project scope includes procurement of "Emergency" 3rd party resources, heavy equipment rental, general material procurement and the procurement of repair or replacement facility equipment. Each Outage is unique, and demands will vary. The CIP 'Estimated Project Cost' assumes three (3) outages at an average expense of $40,000 each – generally seen as the historical average.




## PP-9: SCADA SYSTEM INSTALL

**Project No.**

**Status:**
Preliminary Assessment

**Estimated Project Cost:**
$600,000

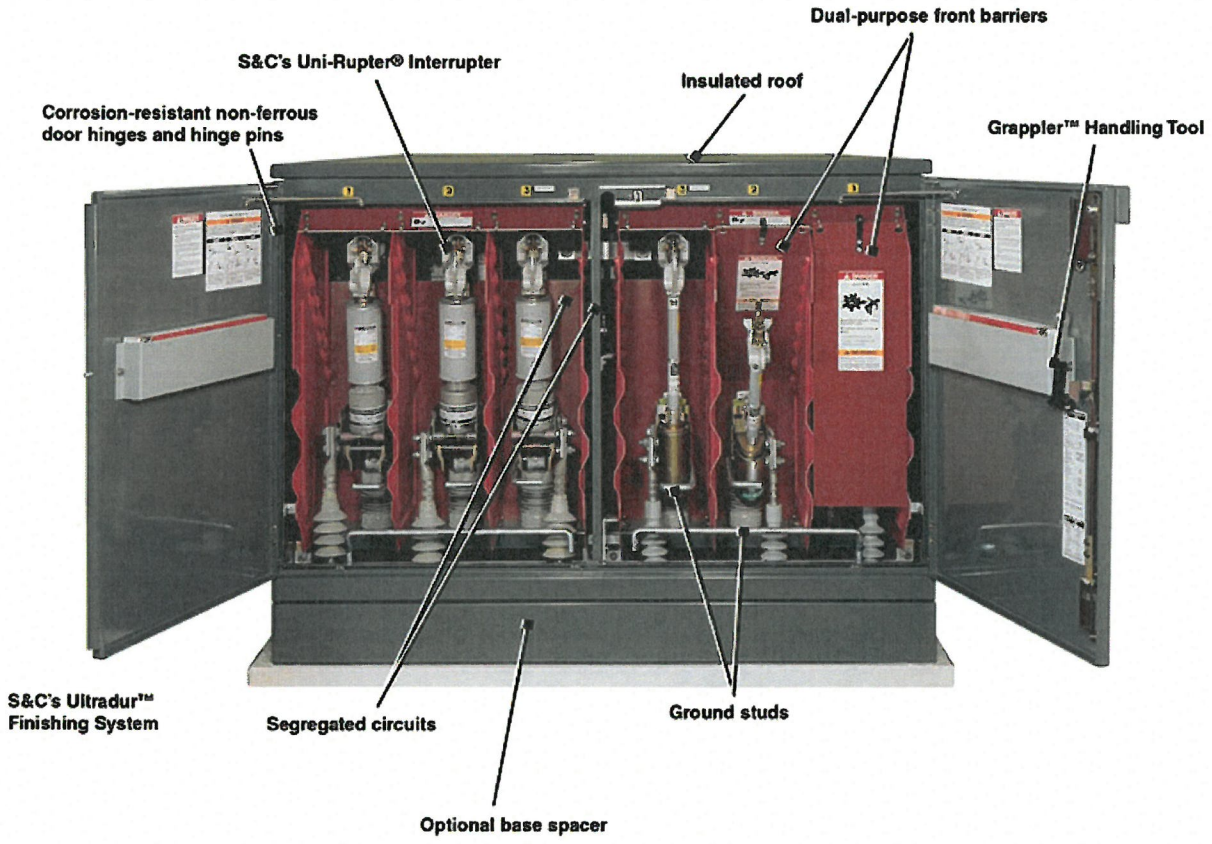
**Project Limits:**
Multiple Substations - Mare Island

**Funding Sources**
Eligible Funding Source: Island Energy Capital Reserve Acct.

Identified Funding Source: none

**Project Description:**

Install utility Supervisory Control and Data Acquisition System (SCADA).




# PP-10: RA REPLACEMENT PROJECT

**Project No.**

**Status:**
Preliminary Assessment

**Estimated Project Cost:**
$320,000

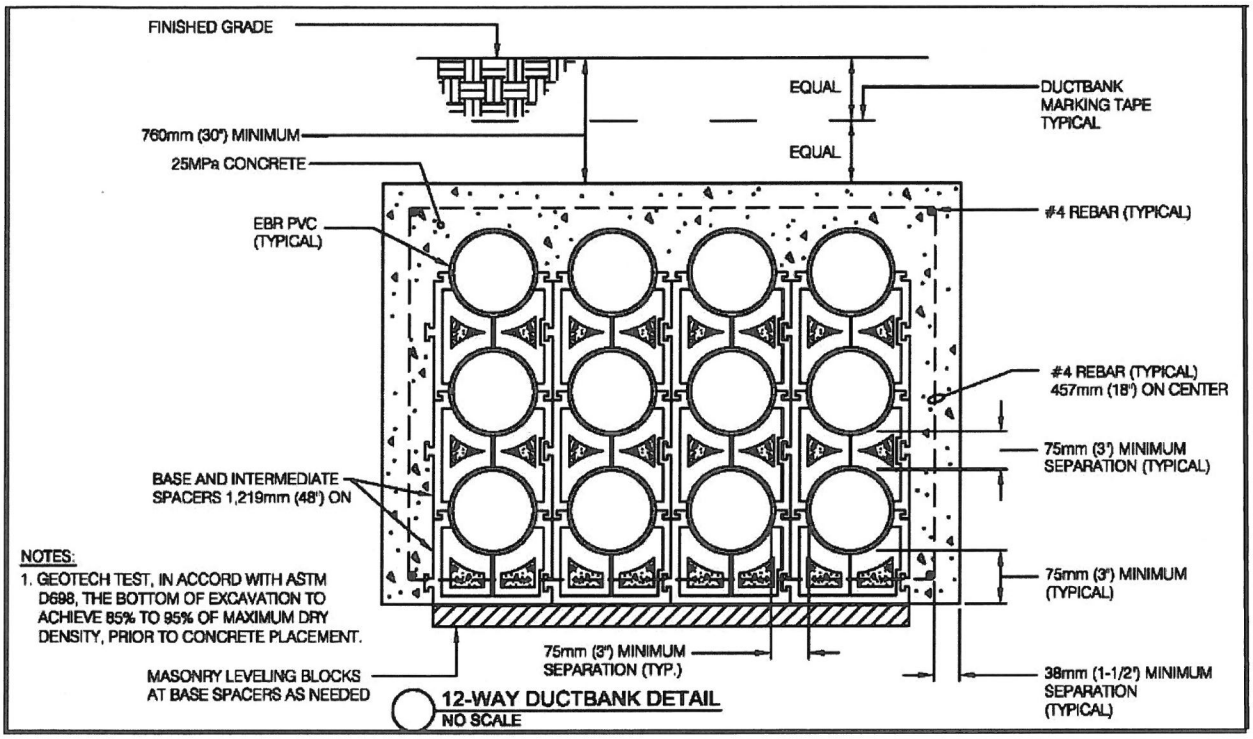
**Project Limits:**
Mare Island

**Funding Sources**
Eligible Funding Source: Island Energy Capital Reserve Acct.

Identified Funding Source: none

**Project Description:**

Replace up to ten (10) RA assemblies with new PME devices




# PP-11: NIMITZ DUCTBANK RELOCATION

**Project No.**

**Status:**
Preliminary Assessment

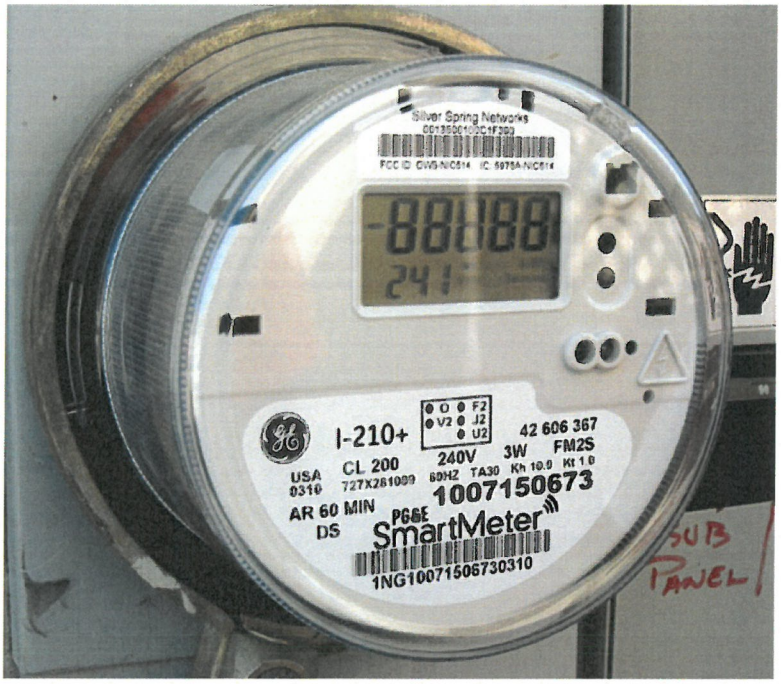
**Estimated Project Cost:**
$1,000,000

**Project Limits:**
Nimitz Ave. and Railroad Ave. – Mare Island

**Funding Sources**
Eligible Funding Source: Island Energy Capital Reserve Acct.
Identified Funding Source: none

**Project Description:**

Re-locate the Station H to Station E 12kV "Backbone" ductbank from Nimitz Ave. to Railroad Ave.




## PP-12: STREET LIGHT METERING PROJECT

**Project No.**

**Status:**
Preliminary Assessment

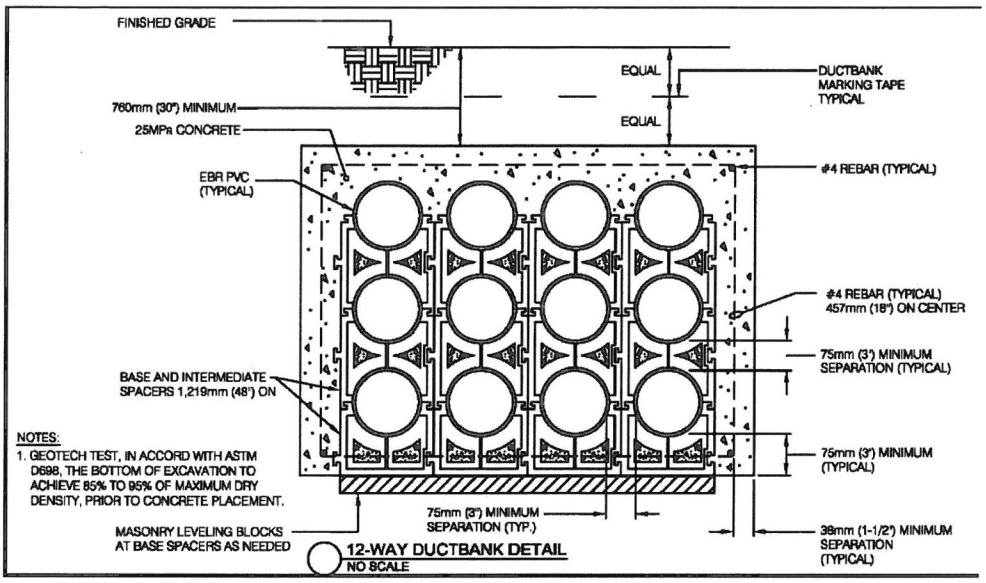
**Estimated Project Cost:**
$40,000

**Project Limits:**
Mare Island

**Funding Sources**
Eligible Funding Source: Island Energy Capital Reserve Acct.
Identified Funding Source: none

**Project Description:**

Install utility electric revenue meters on up to twelve (12) street light circuits.




# PP-13: NORTH ISLAND DUCTBANK RELOCATION

**Project No.**

**Status:**
Preliminary Assessment

**Estimated Project Cost:**
$1,200,000

**Project Limits:**
Nimitz Ave. and Railroad Ave. – Mare Island

**Funding Sources**
Eligible Funding Source: Island Energy Capital Reserve Acct.
Identified Funding Source: none

**Project Description:**

Re-locate the Station M to Station N 12kV "Backbone" ductbank from Railroad Ave. to Azuar Ave.

# PP-25: GAS LINE REMOVAL AND REPLACEMENT

**Project No.**
TBD

**Status:**

**Estimated Project Cost:**
$150,000

**Project Limits:**
Island Energy

**Funding Sources**
*Eligible Funding Source*: Island Energy (IE)

*Identified Funding Source:* $150,000 IE

**Project Description:**

Remove gas line adjacent to Veteran Affairs (VA) clinic and replace with a line 100 yards south, connecting to existing four-inch pipe adjacent to Murigenics building. Remove steel pipe attached to building 599 and remove above ground steel filter from VA parking area.

# MARINA PROJECTS

# M-1: PUBLIC BOAT LAUNCH RESTROOM REPLACEMENT

**Project No.**

**Status:**
Selected to receive grant funds. Council to accept/decline award on 4/2/19.

**Estimated Project Cost:**
$564,000

**Project Limits:**
Just east of the public boat launch ramps.

**Funding Sources**
Department of Parks and Recreation
Division of Boating and Waterways Recreational Boating Facilities Grants

**Project Description:**
Demolish and replace the existing public boat launch restrooms with a prefabricated, vandal resistant, twin ADA-accessible restroom. Constrcut a concrete ADA-accessible path of travel from the new restrooms to all three public boat launches. Includes landscaping, minor parking lot fixes, striping and signage.

# M-3: 2017-2027 MARINA MAINTENANCE DREDGING (FORMERLY RIVERVIEW BASIN DREDGE PROJECT)

**Project No.**
5400

**Status:**

**Estimated Project Cost:**
$10,500,000

**Project Limits:**
Pittsburg Marina

**Funding Sources**
Eligible Funding Source: Marina Enterprise (ME), Waterfront Operations (WO), Grants

Identified Funding: $250,000 ME, $70,000 WO (new funding) and $65,000 WO, $41,208 ME (previously funded)

**Project Description:**
This general dredge project consists of six areas that will be completed in phases as funding is available and as a need for dredging arises. These areas are Lowy Basin, Riverview Basin, Central Harbor, the public launch ramps, outfalls stemming from the Pittsburg Waterfront, and the New York Landing HOA Residential Channel.

# M-4: REPLACE COVERED BERTHS IN CENTRAL HARBOR (SHEDS 1, 2, & 3)

**Project No.**

**Status:**
Awaiting Funding

**Estimated Project Cost:**
$425,000

**Project Limits:**
Central Harbor of the Marina

**Funding Sources:**
Eligible Funding Source:
Identified Funding Source:

**Project Description:**
Sheds 1, 2, & 3, are the oldest structures in the Marina. They are estimated to be well over 50 years old. In addition to their age, the shed heights create a problem for modern boats with taller fly bridges. The Marina has a waiting list for the newer covered berths, while these older sheds do not fill up. This project will replace deteriorating covered berths in the Central Harbor.

# M-5: REMODEL RESTROOMS AND SHOWERS IN RIVERVIEW BASIN

**Project No.**
TBD

**Status:**
Awaiting Funding

**Estimated Project Cost:**
$225,000

**Project Limits:**
Rivierview Marina

**Funding Sources:**
Eligible Funding Source:
Identified Funding Source:

**Project Description:**
As there has been an increase in the live-aboard population at the Marina, the use of facilities has expanded beyond the original design. The number of toilets, sinks, and showers need to be re-assessed. This project will remodel and rehabilitate the showers and restrooms at the Riverview Marina.

# M-6: REPLACE RESTROOMS AT THE LAUNCH RAMP

**Project No.**

**Status:**
Awaiting Funding

**Estimated Project Cost:**
$225,000

**Project Limits:**
Public Launch Ramp

**Funding Sources:**
Eligible Funding Source:
Identified Funding Source:

**Project Description:**
The launch ramp public restrooms are in bad condition. This project will replace the restrooms at the public launch ramp off of Marina Boulevard with an approximately 200 square foot restroom facility.

# M-7: RESTROOM/SHOWER FACILITY FOR CENTRAL HARBOR

**Project No.**

**Status:**
Awaiting Funding

**Estimated Project Cost:**
$250,000

**Project Limits:**
Central Harbor of the Marina

**Funding Sources:**
Eligible Funding Source: Marina Enterprise Fund
Identified Funding Source: TBD

**Project Description:**
This project will construct restroom and shower facilities for the Central Harbor. This work was originally included with the dock replacement project, but was removed due to funding shortfall.

# M-8: MARINA SOUTH PARKING LOT IMPROVEMENTS

**Project No.**
TBD

**Status:**
Concept Plan only

**Estimated Project Cost:**
$50,000

**Project Limits:**
City Marina's Southern Parking Lot on Marina Boulevard

**Funding Sources**
Eligible Funding Sources: Gas Tax, Measure J, IRRF, IE, PP, Grants
Identified Funding: none

**Project Description:**
Repave or seal parking lot A.C. pavement and repair failed areas. Install signage, pavement markers and markings to accommodate vehicles with boat trailers. Project may include removal of trees and construction of concrete curbs.

# M-9: LAUNCH RAMP MAINTENANCE DREDGING

**Project No.**

**Status:**
unfunded

**Estimated Project Cost:**
$65,000

**Project Limits:**
Launch Ramp area

**Funding Sources:**
Eligible Funding Source: ME
Identified Funding Source:

**Project Description:**
This project will perform maintenance dredging at the Pittsburg Launch Ramp. This will remove accumulated silt and help prevent boats from touching the bottom of the area with the hull or propeller.

## M-10: RIVERVIEW PARK DOCK REPAIRS

**Project No.**

**Status:**
Awaiting Funding

**Estimated Project Cost:**
$75,000

**Project Limits:**
Riverview Park

**Funding Sources:**
Eligible Funding Source: Marina Enterprise Fund
Identified Funding Source: TBD

**Project Description:**
This project will increase ease of use for fishermen, enhance amenities like fishing pole holders, wind blockers, and benches, and address damages at the Riverview Park dock.

## M-10: RIVERVIEW PARK DOCK REPAIRS

**Project No.**

**Status:**
Awaiting Funding

**Estimated Project Cost:**
$75,000

**Project Limits:**
Riverview Park

**Funding Sources:**
Eligible Funding Source: Marina Enterprise Fund
Identified Funding Source: TBD

**Project Description:**
This project will increase ease of use for fishermen, enhance amenities like fishing pole holders, wind blockers, and benches, and address damages at the Riverview Park dock.

## M-11: MARINA INFRASTRUCTURE REPAIR AND REPLACEMENT

**Project No.**
TBD

**Status:**
Planning

**Estimated Project Cost:**
$500,000

**Project Limits:**
City maintained launch ramps and marinas, Lowy Basin, Central Harbor, and Riverview Basin

**Funding Sources**
Eligible Funding Sources: Grants, Waterfront Funds, Marina Funds
Identified Funding: $20,000 Marina Enterprise Fund

**Project Description:**
The establishment of this project is in anticipation for replacement and repair needs of Marina infrastructure above and beyond normal maintenance. Aging infrastructure includes wooden docks 1-3, electrical panels on guest docks, electrical meters, restrooms at Riverview Basin, and more.

# 701.03

# PC
# RESO
# 10131
# 9-24-19

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

Date: 9/26/19

SUBJECT: PC RESOLUTION NO. 10131

Dear Applicant,

Enclosed is a copy of the resolution adopted by the Planning Commission. A copy of our Standard Conditions of Development is also included. Please read the enclosed documents and retain them for your files. All conditions of approval shall be incorporated into subsequent plan submittals and construction documents, where appropriate.

The enclosed resolution is valid for a limited period of time as specified in the resolution. Please make a note of the applicable expiration date and plan your construction timeline accordingly to avoid the loss of your entitlements.

If you have any questions about the enclosed resolution, please contact the Planning Division at the number listed above.

Sincerely,

Kristin Pollot, AICP
Planning Manager

Enclosures: (2) Resolution No. 10131
Standard Conditions of Development

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Affirming Conformance of the Five-Year Capital Improvement Program with the City of Pittsburg General Plan ) Resolution No. 10131

The Planning Commission DOES RESOLVE as follows:

Section 1. Background

A. The City of Pittsburg's Engineering Division has released a draft city-wide Five-Year Capital Improvement Program (CIP) for fiscal years 2019/20 through 2023/24, to be considered for adoption by the City Council.

B. Pursuant to California Government Code sections 65103(c) and 65403(c), the proposed CIP must be consistent with the city's adopted General Plan, and the Planning Commission is the body designated to make that determination.

C. The determination of consistency between the CIP and the General Plan is not considered a project under the California Environmental Quality Act (CEQA); therefore, it is not subject to CEQA review. However, individual CIP projects would be subject to CEQA review prior to City Council authorization for construction on respective projects.

D. On September 24, 2019, the Planning Commission held a meeting to review the proposed Five-Year CIP for fiscal years 2019/20 through 2023/24 and to consider whether the CIP is consistent with the General Plan, at which time oral and/or written testimony was considered.

Section 2. Findings

A. Based on the Planning Commission Staff Report entitled, "Five-Year Capital Improvement Program – General Plan Consistency Determination," dated September 24, 2019, and based on all the information contained in the Planning Division files on the CIP, 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 September 24, 2019, meeting, the Planning Commission finds that:

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

2. All projects included in the proposed Five-Year CIP for fiscal years 2019/20 through 2023/24 are consistent with the city's adopted General Plan.

Section 3. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner Coniglio, seconded by Commissioner Moreno, the foregoing resolution was passed and adopted the 24th day of September, 2019, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES: Coniglio, Foster, Moreno, Robinson

NAYES: None

ABSTAIN: None

ABSENT: Fields, Nguyen

I hereby certify that the above Resolution No.10131 was adopted by the Planning Commission of the City of Pittsburg on September 24, 2019.

KRISTIN POLLOT, AICP, SECRETARY
PITTSBURG PLANNING COMMISSION

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

**DATE:** November 4, 2019

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

**CITY COUNCIL/AGENCY MEMBERS**
Juan Antonio Banales, Mayor/Chair
Jelani Killings, Vice-Mayor/Chair Council/Agency Member
Marilyn Craft, Council/Agency Member
Holland Barrett White, Council/Agency Member
Shanelle Scales-Preston, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

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

Mayor Banales called the meeting of the City Council to order at 7:10 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after conducting a Planning Commission Appeal at 6:00 P.M.

1. Appeal of the Planning Commission's Decision to Approve the Use Permit for the SFBA Carbon Capture & Mineralization Facility Pilot Project, AP-19-1412 (UP)

Senior Planner Hector Rojas presented the staff report.

There were two Appellants, Charlie Davidson and Joanne Fanucchi. Mr. Davidson did not attend the hearing. Ms. Fanucchi outlined her reasons for opposition to the project.

The Applicant explained the project and the process developed for the carbon capture.

On Motion by Member Craft, seconded by Mayor Banales to deny the appeal with the added conditions that street sweeping be done as determined by the City Manager if issues arise, and monthly monitoring, rather than yearly, be implemented and carried by the following vote:

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

**ROLL CALL**

All Members were present.

## PLEDGE OF ALLEGIANCE

Chief Addington led the Pledge of Allegiance.

## PROCLAMATIONS

2. Veterans Day

Wilfred Scott and members of the United Veterans Council of Pittsburg accepted the proclamation.

## CITY MANAGER REPORTS/REMARKS

City Manager Evans announced upcoming events.

## CITIZENS REMARKS

Willie Mims, Pittsburg, questioned the Council Members' thanking staff for their reports. Staff is getting paid to do their job and should not be thanked.

## CITY COUNCIL CONSIDERATION

3. Adoption of a City Council Resolution to Approve a Revision to Preferential Residential Permit Parking in Oak Hills to Begin at 6 a.m. on Weekdays

On Motion by Member Craft, seconded by Vice-Mayor Killings to adopt, with the amendment that the program begin in January rather than December, and carried unanimously.

4. By Minute Order, Select a Commission Appointment to a Vacancy on the Planning Commission

On Motion by Vice-Mayor Killings, seconded by Mayor Banales to appoint Wolfgang Croskey to the Planning Commission and carried by the following vote:

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

## CONFLICT OF INTEREST STATEMENT

There were no conflict of interest statements.

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

On Motion by Vice-Mayor/Chair Killings, seconded by Member Craft to adopt and

carried unanimously.

5. Minutes of October 21, 2019
6. Adoption of an Ordinance Amending the Pittsburg Municipal Code by Repealing Chapter 9.98 Tow Car Regulation

7. Adoption of a City Council Resolution to Authorize the City Manager to Execute the Multi-Party Mitigation and Land Dedication In-Lieu of Development Fee Agreement between and amongst the City of Pittsburg; the City of Brentwood; the East Contra Costa County Habitat Conservancy, Nortonville, LLC, Seecon Built Homes, Inc. and West Coast Home Builders, Inc.

## COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no Council requests for future agenda items.

## COUNCIL MEMBER REPORTS AND REMARKS

Member Scales-Preston thanked staff for the success of the Halloween Bash at Small World Park.

Member Craft commented on the e-BART station safety. City Engineer Abono stated there were several cameras in the area that are monitored by the police department. Member Craft asked that there be public outreach to let residents know of this safety measure.

Mayor Banales attended the first DACA workshop at the Digital Office for New Americans.

## ADJOURNMENT

The City Council meeting was adjourned at 7:45 P.M. to November 18, 2019 ***in memory of DeWitt Bussey.***

Respectfully submitted,

Alice E. Evenson, City Clerk

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

**TO:** Chair and Agency Members

**FROM:** Garrett Evans, Executive Director

**SUBJECT:** Adoption of a Pittsburg Power Company Resolution Approving the Conduit Lease Agreement between Pittsburg Power Company and Inyo Networks LLC

**MEETING DATE:** November 18, 2019

## EXECUTIVE SUMMARY

The Pittsburg Power Company (PPC), a joint powers authority, provides retail electricity service on Mare Island, Vallejo. On July 29, 2019, PPC entered into a Conduit Lease Agreement (Agreement) with Inyo Networks LLC (Inyo Networks) for the lease of underutilized underground conduit for the purpose of installing fiber optic communication cable.

## FISCAL IMPACT

Inyo Networks has paid PPC a one-time fee of $10,000.00 for the use of PPC's conduit. Through the term of the Agreement, Inyo will also pay PPC an annual rent payment in the amount of eighty cents ($0.80) for each linear foot of conduit utilized for the fiber optic communication cable, subject to an annual escalation adjustment rate of 2.5% per year.

## RECOMMENDATION

The Governing Board of the PPC adopts the Resolution, approving the Agreement between PPC and Inyo Networks.

## BACKGROUND

Inyo approached PPC in June 2019 with the request to utilize existing, spare, conduit space in PPC's underground duct bank system for the placement of high-capacity fiber optic communication cable. Inyo's June request was considered time-sensitive in order for them to serve an existing, high-capacity data customer on Mare Island with significantly improved data service. The customer was being served by other means at the time and the concern was the potential loss of the customer and Mare Island tenants.

## SUBCOMMITTEE FINDINGS

The Pittsburg Power Company discussed the Agreement with the PPC Subcommittee on October 8, 2019.

## STAFF ANALYSIS

PPC's underground electrical duct bank and conduit facilities on Mare Island generally have spare conduit capacity. Further, the fiber optic cable is of minimal diameter, and can be readily pulled through the spare conduit without disrupting other existing electrical facilities.

Leasing spare conduit provides the opportunity for additional revenue to PPC and greatly enhances the communications infrastructure to PPC electric customers. It also supports the City of Vallejo in its Mare Island business retention and development efforts. PPC expects to realize significant future benefit through fiber optic interconnection with and control of its substation and other electrical facilities as the electric distribution system is modernized.

PPC performed a market analysis to determine market rate for lease of the conduit. Staff reviewed several similar utility conduit and pole lease situations and found that the annual rent amounts generally do not exceed about forty-nine cents ($0.49) per linear foot.

ATTACHMENTS: Resolution
Conduit Lease Agreement between the Pittsburg Power Company and Inyo Networks LLC

Report Prepared By: Douglas W. Buchanan, Power Company Manager

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

| | | |
|---|---|---|
| Adoption of a Resolution Approving the Conduit Lease Agreement Between Pittsburg Power Company And Inyo Networks LLC | ) Pittsburg Power Company) ) ) ) | RESOLUTION NO. 19- |

The Governing Board of the Pittsburg Power Company, DOES RESOLVE as follows:

WHEREAS, the Pittsburg Power Company (PPC) has entered into a Conduit Lease Agreement (Agreement) with Inyo Networks LLC (Inyo Networks) for the use of PPC's underutilized underground conduits on Mare Island, Vallejo; and

WHEREAS, the intent of the Agreement is to allow Inyo Networks to install high-capacity fiber optic communication cable within spare PPC conduit facilities to serve Mare Island commercial customers; and

WHEREAS, the Agreement provides a financial benefit to PPC while supporting the expansion of fiber optic capability on Mare Island.

NOW, THEREFORE, the Governing Board of the Pittsburg Power Company finds and determines as follows:

Section 1.
The above recitals are true and correct and incorporated herein.

Section 2.
The Board authorizes execution of the Agreement between PPC and Inyo Networks.

Section 3.
The Executive Director is hereby authorized to make minor modifications to the Agreement and execute any documents and take such further actions as may be necessary or appropriate to carry out the Board's obligations pursuant to this Resolution.

Section 4.
The Executive Secretary shall certify to the adoption of this Resolution.

Section 5.
The Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Governing Board of the Pittsburg Power Company at a regular meeting on the 18th day of November 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Chair

ATTEST:

_____
Garrett Evans, Executive Secretary

# CONDUIT LEASE AGREEMENT
# BETWEEN
# PITTSBURG POWER COMPANY AND INYO NETWORKS

This Conduit Lease Agreement (this "Lease Agreement") is made and entered into as of the 29th day of July , 2019 (the "Effective Date"), by and between the Pittsburg Power Company, a public joint powers agency ("PPC") and Inyo Networks ("Lessee"), a California Limited Liability Corporation.

## RECITALS

**WHEREAS,** PPC owns certain underground conduit located on Mare Island, Vallejo, California, and desires to lease conduit capacity of PPC to Lessee.

**WHEREAS,** Lessee desires a lease from PPC for a portion of the conduit of the PPC System identified and more particularly described in Exhibit A hereto (the "Leased Conduit"); and

**WHEREAS,** PPC is willing to give Lessee a non-exclusive lease of certain available conduit to Lessee and allow Lessee to pull fiber optic communication cable and install related splice and termination equipment for that purpose, subject to the terms and conditions set forth herein.

**NOW THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## ART ICLE 1. LEASE

1.1 PPC, for and in consideration of the rents and covenants herein specified to be paid and performed by Lessee, hereby demises and leases to Lessee, and Lessee hereby hires and leases from PPC, the Leased Conduit, on an "as is", "where is" basis without warranty for the Term and upon and subject to the terms and conditions and for the purposes herein set forth. All installation and cost or pulling, splicing, and terminating Lessee equipment shall be supplied by Lessee at Lessee's cost and expense.

## ARTICLE 2. CONSIDERATION

2.1 The consideration for the grant of this lease is Ten Thousand Dollars ($10,000.00) and shall be due upon execution of this Agreement.

3.3 At the start of the second year of the term of this Lease Agreement and for each subsequent year, the rent for use of such PPC conduit shall be eighty cents, ($0.80) per linear foot of leased conduit per year payable to PPC, subject to an annual escalation adjustment rate of 2.5% per year.

## ARTICLE 3. TERM

3.1 Commencement. The term of this Lease (the "Term") shall commence on the Effective Date and shall expire ten (10) years following the Effective Date.

3.2 Renewal. Provided that Lessee is not in default under this Lease Agreement, and the Lessee has the necessary governmental permits, licenses, easements, franchises and approvals that may lawfully be required by federal, state or local law, statute, regulation or ordinance, PPC and Lessee may negotiate in good faith to renew and/or extend this Lease Agreement in five-year increments on mutually agreeable terms and conditions.

3.3 Holding Over. If Lessee shall hold over after the expiration of the Term, Lessee shall pay rent equal to one thousand dollars ($1,000.00) (exclusive of abatements, if any), together with an amount reasonably estimated by PPC and any other charges payable under this Lease, and shall otherwise be on the terms and conditions herein specified so far as applicable (but expressly excluding all renewal or extension rights). Lessee shall be liable to PPC or any loss, damages or liability of PPC resulting from Lessee's failure to vacate upon the expiration or earlier termination of this Lease. Any options granted under the terms of this Lease shall be deemed terminated and shall be of no further effect during said tenancy at sufferance. No holding over by Lessee after the Term shall operate to extend the Term. If Lessee fails to surrender the Premises or any part thereof upon the expiration or termination of this Lease despite PPC's demand to do so, Lessee shall indemnify, defend, protect and hold PPC harmless from all claims, losses, costs, expenses, damages and liabilities, including attorneys' fees, PPC incurs as a result of Lessee's failure to surrender, including, without limitation, any claim made by any succeeding tenant founded on or resulting from such failure.

3.4 Title. It is understood and agreed that PPC shall maintain legal title to the entire PPC Conduit System, subject to this Lease in the Leased Conduit while Lessee shall retain legal title to the Lessee's fiber/splice enclosures, termination cabinets, splitters and related Lessee communication facilities.

## ARTICLE 4. ACCESS

4.1 Shared Facilities. PPC hereby grants to Lessee a non-exclusive license, subject to the limitations and other provisions of this Lease Agreement, to any manholes and handholds (the "Ancillary Facilities") that are necessary to access the Leased Conduit identified in Exhibit A and that is solely in connection with its use of the Leased Conduit or other obligations of Lessee as defined within this Agreement. Lessee shall notify PPC at least three (3) days in advance if it wishes access to an Ancillary Facility, and PPC shall have the right to have one or more representatives present during any access to an Ancillary Facility.

4.2 Costs. Lessee shall pay PPC its Costs in connection with each access to an Ancillary Facility, within thirty (30) days of the date of Lessee's receipt of PPC's invoice therefore. For purposes of this Lease Agreement, "Costs" means all reasonable and direct, overhead, material and equipment costs incurred by PPC in accordance with generally accepted estimating and accounting principles and incurred by PPC for necessary work or services performed in support of Lessee's request to use the Ancillary Facilities.

4.3 Safety. Lessee shall utilize industry required and standard safety practices when performing work within and around PPC facilities. PPC shall have the right to stop the Work if in its sole discretion deems the performance of the work to be unsafe. Lessee shall demonstrate its ability to safely work in a confined space environment. PPC will not have control over, be in charge of, nor be responsible for construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with Lessee's work, since these are solely Lessee's responsibility.

## ARTICLE 5. PERMITS; UNDERLYING RIGHTS; RELOCATION

5.1 Governmental Approvals, Permits and Consents. (a) Lessee at its sole cost and expense, shall obtain and maintain any and all necessary governmental permits, licenses, easements,
franchises and approvals that may lawfully be required by federal, state or local law, statute, regulation or ordinance, and shall continuously comply with all such laws, statutes, regulations or ordinances as may now or in the future be applicable to (1) its operation or use of the Leased Conduit; and (2) Lessee's other rights and obligations under this Lease Agreement.
(b) If Lessee, shall at any time fail to maintain such approvals or comply with all applicable legal requirements described in paragraphs (a) above, PPC may terminate this Lease Agreement under Article 9, without liability and without restriction to any other legal, equitable, or administrative remedy available to PPC. Lessee may contest the applicability or validity of any alleged legal requirement asserted against it or its customers, provided that Lessee gives prompt notice of such contest to PPC, adheres to proper legal procedures applicable to any such challenge, and indemnifies and holds

harmless PPC and its affiliates and their officers, directors, employees, agents, servants, and assigns from any loss, damage, claims or proceedings to the extent resulting from such challenge or from the failure of Lessee, their contractors or their subcontractors to comply with this Section 5.1.

5.2 Relocations. PPC may relocate all or any portion of the PPC system or any of the facilities used or required in providing Lessee with the Leased Conduit: (1) if a third party with legal authority to do so orders or threatens to order such relocation (e.g., through filing or threatening to file a condemnation suit); (2) in order to comply with federal, state or local applicable laws; (3) to prevent or abate interference with or interruption of the PPC System, or an unreasonable risk thereof, due to the existence of physical conditions; or (4) if PPC determines to do so in its reasonable business judgment. PPC shall provide Lessee as much advance notice as possible but shall use reasonable efforts to provide at least sixty (60) calendar days' prior notice of any such relocation. PPC shall bear the costs of relocating its facilities and the Leased Conduit unless such relocation is proximately cause in whole or part by Lessee's negligence of material violation of this Agreement.

## ARTICLE 6. USE OF LEASED CONDUIT, MAINTENANCE

6.1 Interference. Lessee shall not use the Lessee equipment in a way that interferes in any way with or adversely affects the use of equipment of any other person using the PPC system or any of the other PPC-owned facilities or infrastructure contained within PPC's rights-of-way. [Lessee acknowledges that the PPC System includes or will include other participants, including PPC and other owners.]

6.2 Maintenance. Lessee shall bear all costs associated with its use of the Lessee's equipment, including without limitation the cost of installation, maintenance and repairs of the Lessees' equipment. Such installation, maintenance and repairs shall be performed in a good and workmanlike manner, in conformity with such requirements and specifications as PPC may from time to time prescribe, in accordance with the National Electrical Safety Code, the National Electrical Code, and any statewide electric codes adopted by the State of California or any department or agency thereof, applicable industry standards, and in accordance with laws and regulations of any federal, state or local government, or any agency or instrumentality thereof, having competent jurisdiction over Lessee, Lessee's Fibers, or the Leased Conduit including applicable General Orders of the Public Utilities Commission of the State of California and any supplements thereto and revisions thereof. Lessee shall be responsible or the proper design and maintenance of its fiber optic facilities and other equipment that occupies shared right of way systems or other facilities, and shall perform work in shared conduit systems and other facilities in a safe and workmanlike manner and at its sole cost. Lessee shall permanently identify, by tags or other suitable means, all of its cables and other equipment that are placed in shared conduit systems or other facilities. Each party agrees to take all necessary precautions to avoid damaging the other party's facilities and to protect such facilities in the same manner as such party protects its own

facilities. PPC shall be responsible for maintenance of Leased Conduit unless such maintenance is necessary due to Lessee's negligence, omission or breach of this Agreement. In the event that repair or maintenance of the Leased Conduit is due to Lessees' negligence, Lessee shall have an affirmative duty to repair and maintain at their cost.

6.3 No Sub-Lease. The Lessee may not sublease or transfer their interest in the Leased Conduit.

6.4 No Liens. The Lessee shall at all times keep the Leased Conduit or PPC's Conduit free and clear from any and all liens, claims, and demands for work performed, Materials furnished, or operations conducted on said Leased Conduit or PPC's Conduit by Lessee. In the event the Leased Conduit or PPC's Conduit becomes subject to a lien, claim, demand for work or materials performed or any encumbrance of title not approved by PPC, Lessee shall immediately take such necessary efforts to clear the encumbrance of title to the Leased Conduit or PPC's Conduit.

6.5 Right of Inspection. PPC shall have the right to inspect the Leased Conduit and the Lessee equipment installed in the Leased Conduit during the Term.

**ARTICLE 7. INDEMNITY**. To the fullest extent permitted by law, Lessee shall defend, indemnify and hold PPC, 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 Lessee, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers.

**ARTICLE 8. INSURANCE**

8.1 Lessee shall obtain and maintain in force, at its own expense, and shall require each of its contractors and subcontractors to obtain and maintain in force:

(a) Commercial General Liability Insurance, in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, combined single limit, written on an occurrence form;

(b) Workers' compensation insurance with statutory limits, and employer's liability insurance with limits of not less than $1,000,000.00 per accident;

(c) Comprehensive Auto Liability coverage, including owned, nonowned and hired autos in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, combined single limit, written on an occurrence form.; and

(d) Any other insurance coverage specifically required or adjustment to the above coverage as set forth above in the event the PPC's Risk Manager determines that such adjustment is in the PPC's best interest.

(e) PPC shall be listed as an additional insured on all commercial general liability and commercial automobile insurance policies relevant to the project and maintained by the Lessee and the Lessee's contractors and subcontractors.

8.2 Unless otherwise agreed, Lessee' insurance policies shall be obtained and maintained with companies rated "A" or better by *Best's Key Rating Guide* and each party shall provide the other with an insurance certificate confirming compliance with this requirement for each policy providing such required coverage.

8.3 If Lessee fails to obtain the required insurance or fails to obtain the required certificates from any contractor and a claim is made or suffered, Lessee shall indemnify and hold harmless PPC from any and all claims for which the required insurance would have provided coverage. Further, in the event of any such failure which continues after seven (7) days' written notice thereof by PPC, PPC may, but shall not be obligated to, obtain such insurance and will have the right to be reimbursed for the cost of such insurance by the Lessee.

8.4 If coverage is denied or reimbursement of a properly presented claim is disputed by the carrier for the insurance provided above, the Lessee shall make good faith efforts to pursue such claim with its carrier.

## ARTICLE 9. NOTICES

9.1 All notices and other communications required or permitted under this Lease Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by hand delivery

(including by means of a professional messenger service or overnight mail) addressed as follows:

To Lessee at:

Nicolas Keeler
President / CEO
Inyo Networks
10621 Church Street, Suite 100
Rancho Cucamonga, CA 91730

To PPC at:

Power Company Manager
Pittsburg Power Company
995 Walnut Avenue
Mare Island Vallejo, CA 04592

Any such notice or other communication shall be deemed to be effective when actually received or refused. Either party may by similar notice given change the address to which future notices or other communications shall be sent.

## ARTICLE 10. DEFAULT

10.1 Defined. A default shall be deemed to have occurred under this Lease Agreement if:

(a) In the case of a failure to pay any amount when due and payable under this Lease Agreement, the Lessee fails to pay such amount within fifteen (15) days of when due; or

(b) In the case of any other material breach of this Lease Agreement, a party fails to cure such within thirty (30) days after notice specifying such breach, provided that if the breach is of a nature that it cannot be cured within thirty (30) days, a default shall not have occurred so long as the breaching party has commenced to cure within said time period and thereafter diligently pursues such cure to completion.

10.2 Remedies. Upon the failure of a pay to comply with Section 9.1 (a) or to timely cure any breach after notice thereof from the other party and expiration of the above cure periods as defined in Section 9.1 (b), then the non-defaulting party may, pursue all remedies provided or in this Lease Agreement and/or any remedies it may have under applicable law or principles of equity relating to such breach.

10.3 PPC Remedies. In addition to the remedies set forth in Section 9.2, if Lessee fails to pay in full any portion of the payment for the construction of the Leased Conduit, or if

Lessee fails to cure any other default of the terms of this Lease Agreement within the cure periods described in Section 9.1 above, PPC may, in addition to any other remedies that it may have under this Lease Agreement or by law, in its sole discretion, take the following actions upon ninety (90) calendar days' notice if such payment (together with applicable interest) or cure of said default consistent with provision 9.1 (b) is not made within such 90-day period:

(a) Disconnect and remove at Lessee's expense the Lessee Fibers; and/or

(b) Terminate this Lease Agreement. At the expiration or termination of this Lease subject to this Article, all rights of Lessee to use the Leased Conduit, or any part thereof, shall cease, and the Lessee shall surrender to PPC possession of the Leased Conduit. All rights to the use of the Leased Conduit therein shall revert to PPC without reimbursement of any consideration under this Agreement, Lease fee or other sums, costs, fees or expense previously made with respect thereto. Lessee shall retain legal title to the Lessee Fibers subject to any legal remedies that PPC may have in accordance with this Agreement.

10.4 No Waiver. A waiver by either party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any breach of covenant or other matter subsequently occurring.

10.5 Interest. If Lessee fails to make any payment under this Lease Agreement when due, such amounts shall accrue interest, from the date such payment is due until paid, including accrued interest, at an annual rate of eighteen percent (18%) compounded monthly or, if lower, the highest percentage allowed by law.

## ARTICLE 11. ABANDONMENT

11.1 Should Lessee, for any reason, abandon all or part of its use of PPC System or facilities installed pursuant to this Lease Agreement, then the below provisions shall apply. "Abandon" shall be defined for the purposes of this Lease Agreement as failure to use the Leased Conduit for more than one year or at such time that notice of abandonment is provided by Lessee.

(a) If PPC rejects all or a portion of the proposed transfer of abandoned facilities from Lessee, then Lessee shall remove any facilities it proposed to abandon which were rejected by PPC within ninety (90) days of PPC's rejection. If the Lessee fails to so remove the abandoned rejected facilities, then PPC may remove them at Lessee's expense, which shall be paid within thirty (30) days of receipt of the invoice.

(b) At the time of any accepted abandonment, Lessee shall have no further rights with respect to the abandoned facilities. At such time, PPC shall have the authority to remove, reuse, or resell the abandoned facilities.

(c) Unless expressly rejected by PPC in writing within 90 days of a written abandonment notification, Lessee's abandoned facilities shall be transferred to the ownership of PPC.

## ARTICLE 12. TERMINATION

12.1 Termination. If Lessee is not in default of this Agreement as defined within Article 9, or has not abandoned the Leased Conduit as defined in Article 10, and if at the expiration of the Term as defined within Article 3 of this Agreement or any mutually agreed upon extensions to the Term, Lessee shall have the election to do either of the following:

(a) Lessee will remove all equipment owned by Lessee within the PPC's conduit; or (b) As an alternative to (a) above, the parties if mutually agreed upon, may leave the equipment in the PPC's conduit wherein PPC will acquire and retain all proprietary and ownership interest to the equipment at no cost to the PPC with no further right, title or interest by Lessee in any of the Lessees' equipment. In the event the parties fail to mutually agree to this subsection (b), Lessee shall be obligated to comply with subsection (a) of this Article 11.1.

## ARTICLE 13. TRANSFERS AND ASSIGNMENTS

Lessee may not transfer or assign all or any part of its interest in this Lease Agreement or in the Leased Conduit, in whole or in part, or delegate any duties, burdens, or obligations arising hereunder, without the prior written consent of PPC, which consent may not be unreasonably withheld. A transfer or assignment in violation of this Article shall be void and shall constitute a material breach of this Lease Agreement.

## ARTICLE 14. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

14.1 Each party represents and warrants that:

(a) It has the full right and authority to enter into, execute, deliver and perform its obligations under this Lease Agreement; and

(b) This Lease Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles.

14.2 PPC MAKES NO WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO THE LEASED CONDUIT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

## ARTICLE 15. FORCE MAJEURE

Neither party shall be liable to the other party and each party's performance under this Lease Agreement shall be excused, if and to the extent that any failure or delay in such party's performance of one or more of its obligations hereunder caused by any of the following conditions, and such party's performance of such obligation or obligations shall be excused and extended or and during the period of any such delay: act of God; fire, flood; war or civil disorder; strikes or other labor disputes; or any other cause beyond the reasonable control of such party ("Force Majeure Event"). The party claiming relief under this Article shall notify the other in writing of the existence of the event relied on and the cessation or termination of said Force Majeure Event, and the party claiming relief shall exercise reasonable commercial efforts to minimize the time of any such delay; PROVIDED HOWEVER THAT, the provisions of this paragraph shall not operate so as to excuse or release Lessee from the prompt payment of the ARC or other amounts due and payable under this Lease Agreement. PROVIDED FURTHER THAT, if the PPC System and/or the Leased Conduit are totally destroyed, or rendered unusable, by a Force Majeure Event, PPC may terminate this Lease Agreement, without liability to Lessee, as of the date of such Force Majeure Event.

## ARTICLE 16. GENERAL

16.1 Binding Effect. The failure of either party hereto to enforce any of the provisions of this Lease Agreement, or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

16.2 Taxes. PPC hereby provides notice pursuant to California Revenue and Taxation Code Section 107.6, and Lessee acknowledges that this Lease Agreement may create a possessory interest and Lessee may be subject to property taxes levied on such interest, as described in California Revenue and Taxation Code Section 107. Lessee shall be responsible for and shall pay all Impositions:

(a) Imposed on, based on, or otherwise measured by the gross receipts, gross income, net receipts or net income received by or accrued to Lessee with respect to the ownership or use of the Leased Conduit; or

(b) Which have been separately assessed, allocated to, or imposed on the Leased Conduit; or

(c) Which are imposed, based on, or otherwise measured with respect to construction services performed by PPC for Lessee. "Impositions" means all taxes, fees, levies, imposts, duties, charges or withholdings of any nature (including, without limitation, possessory interest taxes, franchise, license and permit fees), together with any penalties, fines or interest thereon arising out of the transactions contemplated by this

Lease Agreement that are imposed upon the PPC System by any federal, state or local government or other public taxing authority; but shall not include taxes, fees or similar levies based on income.

16.3 Governing Law. This Agreement and all matters relating to it shall be governed by the laws of the State of California without reference to its choice of law principles and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Contra Costa, California.

16.4 Rules of Construction. The captions or headings in this Lease Agreement are strictly for convenience and shall not be considered in interpreting this Lease Agreement or as amplifying or limiting any of its content. Words in this Lease Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require.

(a) Unless expressly defined herein, words having well known technical or trade meanings shall be so construed.

(b) Except as set forth to the contrary herein, any right or remedy of Lessee or PPC shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

(c) Nothing in this Lease Agreement is intended to provide any legal rights to anyone not an executing party of this Lease Agreement.

(d) This Lease Agreement has been fully negotiated between and jointly drafted by the parties.

(e) All actions, activities, consents, approvals and other undertakings of the parties in this Lease
Agreement shall be performed in a reasonable and timely manner, it being expressly acknowledged and understood that time is of the essence in the performance of obligations required to be performed by a date expressly specified herein. Except as specifically set forth herein, or the purpose of this Lease Agreement the standards and practices of performance within the telecommunications industry in the relevant market shall be the measure of a party's performance.

16.5 Entire Agreement. This Lease Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. This Lease Agreement may only be modified or supplemented by an instrument in writing executed by each party.

16.6 Relationship of the Parties. The relationship between Lessee and PPC shall not be that of partners, agents, or joint ventures or one another, and nothing contained in this Lease Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to, federal income tax purposes. Lessee and PPC, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

16.7 Severability. If any term, covenant or condition contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Lease Agreement, the remainder of this Lease Agreement shall not be affected thereby, and each term, covenant or condition of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law.

**IN WITNESS, WHEREOF,** the parties have executed this Lease Agreement as of the Effective Date, the day and year first above written.

**LESSEE;**

Inyo Networks, LLC
10621 Church Street, Suite 100
Rancho Cucamonga, CA 91730
By: _____

Name: Nicolas Kecler

Title: C.O.O.

8/2/2019

**PPC:**

PITTSBURG POWER COMPANY
a Joint Powers Authority
65 Civic Avenue.
Pittsburg, CA 94565

By: _____

Name: Garrett Evans

Title: Executive Director

Attest:

Alice Evenson, Secretary

Approved As To Form

Donna Mooney, Counsel

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER: SullivanCurtisMonroe Insurance Services (LA)<br>1920 Main Street<br>Suite 600<br>Irvine, CA 92614<br><br>www.SullivanCurtisMonroe.com License # 0E83670 | CONTACT NAME:<br>PHONE (A/C, No, Ext): 949-250-7172 FAX (A/C, No): 949-852-9762<br>E-MAIL ADDRESS: |
| INSURED<br>Inyo Networks, Inc.<br>10621 Church St. Suite 100<br>Rancho Cucamonga CA 91730 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A : Atlantic Specialty Insurance Company 27154<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 50227665 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ✓ COMMERCIAL GENERAL LIABILITY | | | 7110158010002 | 3/31/2019 | 3/31/2020 | EACH OCCURRENCE | $1,000,000 |
| | ☐ CLAIMS-MADE ✓ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $500,000 |
| | | | | | | | MED EXP (Any one person) | $10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | ☐ POLICY ☐ PRO-JECT ✓ LOC | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | 7110158010002 | 3/31/2019 | 3/31/2020 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | ✓ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | ✓ UMBRELLA LIAB ✓ OCCUR | | | 7110158010002 | 3/31/2019 | 3/31/2020 | EACH OCCURRENCE | $10,000,000 |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $10,000,000 |
| | ☐ DED ☐ RETENTION $0 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 4060444680002 | 3/31/2019 | 3/31/2020 | ✓ PER STATUTE ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y | N/A | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |
| A | Technology Errors & Omissions | | | 7600099350002 | 3/31/2019 | 3/31/2020 | $3,000,000 Limit / Aggregate - $25,000SIR | |
| A | Information Risk Liability | | | 7600099350002 | 3/31/2019 | 3/31/2020 | $3,000,000 Limit / Aggregate - $25,000SIR | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

Pittsburg Power Company
A Joint Powers Authority
65 Civic Avenue
Pittsburg CA 94565

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Castle, CISR

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER: SullivanCurtisMonroe Insurance Services (LA)<br>1920 Main Street<br>Suite 600<br>Irvine, CA 92614<br><br>www.SullivanCurtisMonroe.com License # 0E83670 | CONTACT NAME:<br>PHONE (A/C, No, Ext): 949-250-7172 FAX (A/C, No): 949-852-9762<br>E-MAIL ADDRESS: |
| INSURED<br>Inyo Networks, Inc.<br>10621 Church St. Suite 100<br>Rancho Cucamonga CA 91730 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Atlantic Specialty Insurance Company — 27154<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 50227762 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ✓ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☑ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☑ LOC<br>OTHER: | ✓ | | 7110158010002 | 3/31/2019 | 3/31/2020 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$500,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| A | AUTOMOBILE LIABILITY<br>✓ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY | | | 7110158010002 | 3/31/2019 | 3/31/2020 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000<br>$<br>$<br>$ |
| A | ✓ UMBRELLA LIAB ✓ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $0 | | | 7110158010002 | 3/31/2019 | 3/31/2020 | EACH OCCURRENCE<br>AGGREGATE | $10,000,000<br>$10,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 4060444680002 | 3/31/2019 | 3/31/2020 | ✓ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $1,000,000<br>$1,000,000<br>$1,000,000 |
| A<br>A | Technology Errors & Omissions<br>Information Risk Liability | | | 7600099350002<br>7600099350002 | 3/31/2019<br>3/31/2019 | 3/31/2020<br>3/31/2020 | $3,000,000 Limit / Aggregate - $25,000SIR<br>$3,000,000 Limit / Aggregate - $25,000SIR | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Pittsburg Power Company A Joint Powers Authority is named as Additional Insured on the General Liability, per the attached form.

**CERTIFICATE HOLDER**

Pittsburg Power Company
A Joint Powers Authority
65 Civic Avenue
Pittsburg CA 94565

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Castle, CISR


© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. 7/29/2019

# @VANTAGE FOR GENERAL LIABILITY TECHNOLOGY COMPANIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

| SCHEDULE OF COVERAGE EXTENSIONS | |
|---|---|
| 1. Additional Insured – Broad Form Vendors | 8. Coverage Territory – Worldwide |
| 2. Additional Insured – by Contract, Agreement or Permit relating to:<br>o Work performed by you<br>o Premises you own, rent, lease or occupy<br>o Equipment you lease | 9. Duties in Event of Occurrence, Claim or Suit<br>10. Expected or Intended Injury (PD)<br>11. Incidental Medical Malpractice<br>12. Medical Payments<br>13. Mobile Equipment Redefined<br>14. Newly Acquired or Formed Organizations<br>15. Non-Owned Aircraft<br>16. Non-Owned Watercraft<br>17. Personal and Advertising Injury<br>18. Product Recall Expense<br>19. Supplementary Payments Increased Limits |
| 3. Aggregate Limit Per Location | |
| 4. Blanket Waiver of Subrogation | |
| 5. Bodily Injury Redefined – Mental Anguish | |
| 6. Broadened Named Insured | |
| 7. Broadened Property Damage<br>o Borrowed Equipment<br>o Customers' Goods<br>o Use of Elevators | |

## 1. ADDITIONAL INSURED – BROAD FORM VENDORS

**Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) with whom you agreed in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

**a.** This provision 1. does not apply to:

**(1)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

**(2)** Any express warranty not authorized by you;

**(3)** Any physical or chemical change in the product made intentionally by the vendor;

**(4)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

**(5)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

**(6)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

**(7)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

**(8)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

**(a)** The exceptions contained in Subparagraphs **4.** or **6.**; or


Includes copyrighted material of Insurance Services Office, Inc.
Copyright 2009, !!!!

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) Any vendor, person or organization if the "products-completed operations hazard" is excluded either by the provisions of the Coverage Form or by endorsement.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. **ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT**

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of "your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or

2. In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s), or

3. In connection with premises you own, rent, lease or occupy.

This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.

b. The insurance provided to the additional insured herein is limited. This insurance does not apply:

1. Unless

(a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and

(b) the contract or agreement was executed or permit issued prior to the "bodily injury", "property damage", or "personal and advertising injury";

2. To any person or organization included as an insured under the Additional Insured - Broad Form Vendors provision of this endorsement;

3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;

4. To any person or organization if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

5. To any:

(a) Lessor of equipment after the equipment lease terminates or expires; or

(b) Owners or other interests from whom land has been leased; or

(c) Managers or lessors of premises if:

(1) The "occurrence" takes place after you cease to be a tenant in that premises; or

(2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

6. To "bodily injury, or "property damage" occurring after:

(a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.



Includes copyrighted material of Insurance Services Office, Inc.
Copyright 2009, !!!!

c. **Limits of Insurance** applicable to the additional insured are those specified in the contract, agreement or permit or in the Declarations of this policy, whichever is less, and fix the most we will pay regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought; or
3. Persons or organizations making claims or bringing "suits".

These Limits of Insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

**3. AGGREGATE LIMIT PER LOCATION**

a. Under **Section III – Limits of Insurance,** the General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.

b. Under **Section V – Definitions,** the following definition is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**4. BLANKET WAIVER OF SUBROGATION**

**Section IV – Transfer of Rights of Recovery Against Others to Us** Condition is amended to add the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

**5. BODILY INJURY REDEFINED – MENTAL ANGUISH**

Under **Section V**, the definition of "bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

**6. BROADENED NAMED INSURED**

**Section II – Who Is An Insured** is amended to include as an insured the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement will be a Named Insured until the 180th day or the end of the policy period, whichever comes first, provided there is no other similar insurance available to that organization.

The insurance afforded herein does not apply to any entity which is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

**7. BROADENED PROPERTY DAMAGE – BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS**

The insurance for "property damage" liability is subject to the following:

a. The **Damage To Property** exclusion under **Section I** Coverage **A** is amended as follows:

1. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.
2. The exclusions for

(a) Property loaned to you;

(b) Personal property in the care, custody or control of the insured; and

(c) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it

do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.

Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "Customers' Goods" is $35,000 per "occurrence".


Includes copyrighted material of Insurance Services Office, Inc.
Copyright 2009, !!!!

SullivanCurtisMonroe Insurance Services (LA)
1920 Main Street
Suite 600
Irvine, CA 92614

# MAIL DOCUMENT

Certificate of Insurance Delivery by **ecertsonline™**

Pittsburg Power Company
A Joint Powers Authority
65 Civic Avenue
Pittsburg CA 94565

**Sender:** Patricia Ayala

**Phone:** 949-250-7172

**Subject:** Cert No. 50227762 - Certificate of Liability: Inyo Networks, Inc. - Pittsburg Power Company

**Date:** 7/29/2019

**No. of Pages:** 5

**URL:** www.SullivanCurtisMonroe.com

Revised Certificate for Pittsburg Power Company

This document was created by eCertsONLINE.

THIS DOCUMENT CAN BE SENT VIA E-MAIL OR FAX. FOR FASTER DELIVERY SERVICE, please CONTACT THE PRODUCER listed on the certificate and PROVIDE YOUR E-MAIL AND/OR FAX NUMBER so we may update our records.

The attached document(s) contains certification of insurance coverage for the insured named in the subject above. Your company is listed as the organization requesting receipt of these documents.

IF YOU NO LONGER REQUIRE THIS DOCUMENT PLEASE ADVISE THE AGENCY CONTACT LISTED ON THE DOCUMENT.

If you have any questions regarding the content of this message, you should contact the Producer/ Agency listed on the attached documents.

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THE MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA REGULAR POSTAL SERVICE.

Certificate of Insurance Delivered by **ecertsonline™** Insurance Visions, Inc. All rights reserved.

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

**TO:** Mayor and Council Members

**FROM:** Garrett Evans, City Manager

**SUBJECT:** Adoption of a City Council Resolution Accepting Property from the Successor Agency for the Redevelopment Agency of the City of Pittsburg for Public Purpose

**MEETING DATE:** November 18, 2019

## EXECUTIVE SUMMARY

The City is proposing to accept real property known as APN 085-041-034 (Property) from the Successor Agency for the Redevelopment Agency of the City of Pittsburg (Successor Agency) for public purpose.

## FISCAL IMPACT

Acceptance of the Property from the Successor Agency will have a financial impact to the City's general fund for maintenance and special levies assessed on the Property.

## RECOMMENDATION

City Council adopt the Resolution accepting the Property from the Successor Agency.

## BACKGROUND

On June 29, 2011, the Governor signed into law AB 26x1, also referred to as the "Dissolution Act" which automatically suspended redevelopment activities and on December 29, 2011, the California State Supreme Court upheld the provisions of the Dissolution Act, thereby dissolving all redevelopment agencies on February 1, 2012. On June 27, 2012, the Governor signed into law budget trailer AB 1484. AB 1484 further clarified the Dissolution Act which included the process in which properties are to be disposed by the former redevelopment agencies.

California Health and Safety Code Section 34191.5 requires a successor agency to prepare a long range property management plan (LRPMP) that addresses the disposition and use of the real properties of the former redevelopment agency. The Successor Agency's LRPMP was approved by the California State Department of Finance (DOF) on December 12, 2014 and then was later amended and approved by the DOF on December 31, 2015.

The Successor Agency was the owner of certain real property located at 6 Bayside Drive, then known as APN 085-041-031 (Original Parcel). The Original Parcel consisted of a leased structure, paved area, portions of a roadway, landscaping, and a storage structure, that was bisected by a public roadway known as River Park Drive. The Original Parcel was included in the approved LRPMP.

On November 14, 2016, Parcel Map Waiver 16-03 was recorded at the Contra Costa County Recorder's Office, and the Original Parcel was subdivided into two parcels: Parcel A - APN 085-041-033 and Parcel B – APN 085-041-034, shown as Exhibit A to the staff report.

Parcel A consisted of a structure and paved area, leased to VJ Marine, who operates a boat repair business and sells boat accessories. Parcel B/Property consists of portions of a roadway, landscaping, and a storage structure used by the City's Public Works/Marina to store equipment, tools, and materials used to manage and maintain the Pittsburg marina. The storage structure straddles Parcel B/Property and an adjacent City owned parcel known as APN 085-020-004, as shown in Exhibit B to the staff report.

Pursuant to the LRPMP, Parcel A was sold to Frank P. Macaluso 2015 Living Trust, U/A dated October 19, 2015 who is the owner and operator of VJ Marine.

Pursuant to subdivision (a) of Section 34181 of the Dissolution Act, the Countywide Oversight Board (OB) approved the transfer of the Property to the City on September 23, 2019 by Resolution No. 2019-55. The Successor Agency received a letter from DOF dated October 16, 2019 in which the DOF recognized the OB approval and stated that actions to implement the disposition of property pursuant to the approved LRPMP shall not require DOF review. City's Finance Director, Brad Farmer, confirmed with Michael Painter of the DOF that the transfer of the Property from the Successor Agency to the City was approved.

## SUBCOMMITTEE FINDINGS

This proposed transfer of the Property has not been discussed in a subcommittee.

## STAFF ANALYSIS

Although public agencies are exempt from paying ad valorem, they are still required to pay the special assessments levied on properties. The unpaid redemption tax bill if redeemed by December 2, 2019 is $1,477.77.

Acceptance of the Property by the City will allow for payment of the redemption tax bill and future property taxes, and the Property's maintenance will be allocated under the citywide maintenance schedule.

ATTACHMENTS: Resolution
Exhibits A and B

Report Prepared By: Melaine Venenciano, Senior Administrative Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

| | |
|---|---|
| Adoption of a City Council Resolution Accepting Property from the Successor Agency for the Redevelopment Agency of the City of Pittsburg for Public Purpose | RESOLUTION NO. 19- |

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, on June 29, 2011, the Governor signed into law AB 26x1, also referred to as the "Dissolution Act" which automatically suspended redevelopment activities and on December 29, 2011, the California State Supreme Court upheld the provisions of the Dissolution Act, thereby dissolving all redevelopment agencies on February 1, 2012; and

WHEREAS, on June 27, 2012, the Governor signed into law budget trailer AB 1484. AB 1484 further clarified the Dissolution Act which included the process in which properties are to be disposed by the former redevelopment agencies; and

WHEREAS, California Health and Safety Code Section 34191.5 requires a successor agency to prepare a long range property management plan (LRPMP) that addresses the disposition and use of the real properties of the former redevelopment agency; and

WHEREAS, the Successor Agency's LRPMP was approved by the California State Department of Finance (DOF) on December 12, 2014 and then was later amended and approved by the DOF on December 31, 2015; and

WHEREAS, the Successor Agency was the owner of certain real property located at 6 Bayside Drive, then known as APN 085-041-031 (Original Parcel). The Original Parcel consisted of a leased structure, paved area, portions of a roadway, landscaping, and a storage structure, that was bisected by a public roadway known as River Park Drive. The Original Parcel was included in the approved LRPMP; and

WHEREAS, on November 14, 2016, Parcel Map Waiver 16-03 was recorded at the Contra Costa County Recorder's Office, and the Original Parcel was subdivided into two parcels: Parcel A - APN 085-041-033 and Parcel B – APN 085-041-034; and

WHEREAS, Parcel A consisted of a structure and paved area, leased to VJ Marine, who operates a boat repair business and sells boat accessories. Parcel B/Property consists of portions of a roadway, landscaping, and a storage structure used by the City's Public Works/Marina to store equipment, tools, and materials used to manage and maintain the Pittsburg marina. The storage structure straddles Parcel B/Property and an adjacent City owned parcel known as APN 085-020-004; and

WHEREAS, pursuant to the LRPMP, Parcel A was sold to Frank P. Macaluso 2015 Living Trust, U/A dated October 19, 2015 who is the owner and operator of VJ Marine; and

WHEREAS, the Successor Agency for the Redevelopment Agency of the City of Pittsburg (Successor Agency) owns real property known as APN 085-071-034 (Property) and proposes to transfer the Property to the City for public purpose; and

WHEREAS, pursuant to subdivision (a) of Section 34181 of the Dissolution Act, the Countywide Oversight Board (OB) approved the transfer of the Property to the City on September 23, 2019 by Resolution No. 2019-55; and

WHEREAS, Successor Agency received a letter from DOF dated October 16, 2019 in which the DOF recognized the OB approval and stated that actions to implement the disposition of property pursuant to the approved LRPMP shall not require DOF review; and

WHEREAS, City's Finance Director, Brad Farmer, confirmed with Michael Painter of the DOF that the transfer of the Property from the Successor Agency to the City was approved.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1.
All the recitals above are true and correct and incorporated herein.

Section 2.
City Council hereby adopts this Resolution and accepts the Property from the Successor Agency for public purpose.

Section 3.
The City Manager is hereby authorized to execute any and all documents and take such further actions as may be necessary or appropriate to carry out the City Council's direction pursuant to this Resolution.

Section 4.
Acceptance of the Property by the City will allow for payment of the redemption tax bill in the amount of $1,477.77 and future property taxes, and the Property's maintenance will be allocated under the citywide maintenance schedule.

Section 5.
The City Clerk shall certify to the adoption of this Resolution.

Section 6.
This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of November 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Chair

ATTEST:

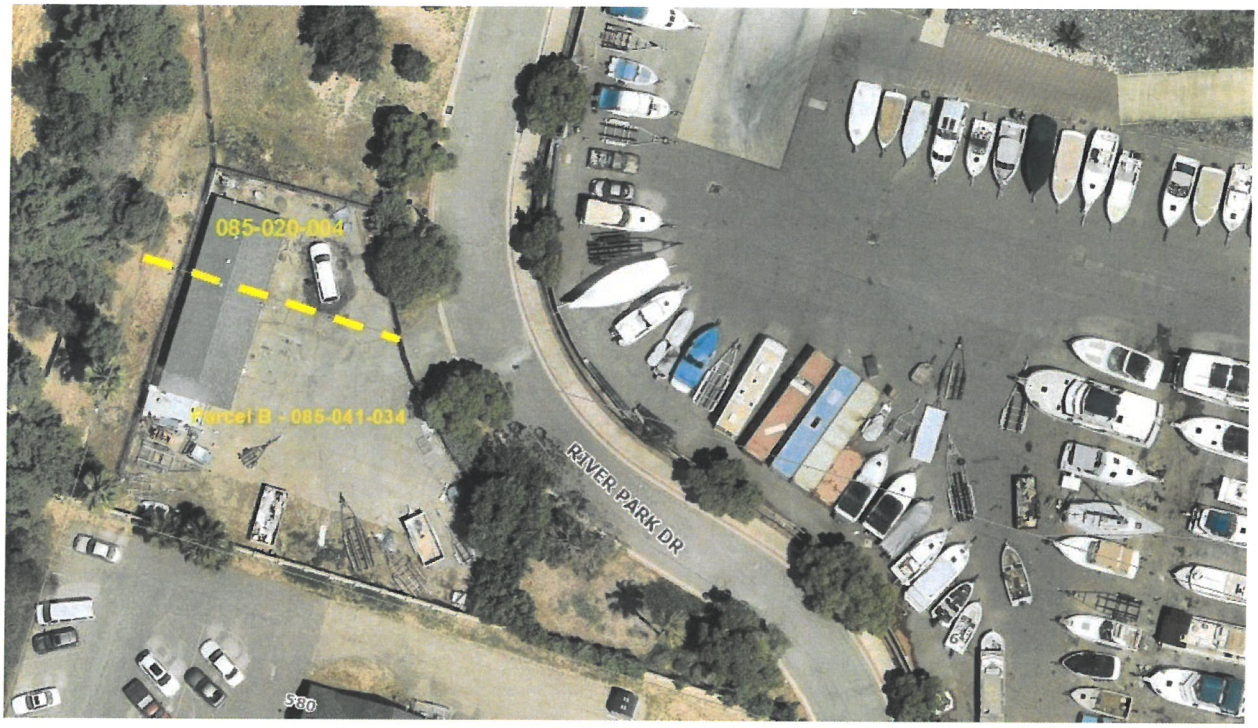
Alice E. Evenson, City Clerk

Exhibit A

Parcel A – APN 085-041-033

Parcel B/Property – APN 085-041-034

Exhibit B



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

**TO:** Mayor and Council Members

**FROM:** Garrett Evans, City Manager

**SUBJECT:** Adoption of a City Council Resolution to Accept Grant Funds from Keller Canyon Mitigation Fund for Fiscal Year 2019-20 Recreation Programs

**MEETING DATE:** November 18, 2019

## EXECUTIVE SUMMARY

The City has been awarded grants totaling $12,500 supporting recreation programs benefiting programs offered at the City's Senior Center. Staff is requesting adoption of a resolution to accept the grants and allocate the funds to the Fiscal Year 2019-20 Recreation budget.

## FISCAL IMPACT

If approved, the resolution will authorize allocation of the $12,500 grant funds to the Fiscal Year 2019-20 Recreation program budget (Fund 110). No additional expenditure from the General Fund is required for the receipt of the grants since no matching funds are required.

## RECOMMENDATION

City Council adopt the attached resolution authorizing acceptance of the grants and allocation of the additional $12,500 to the Fiscal Year 2019-20 Recreation budget.

## BACKGROUND

Staff applied for and was awarded grant funding from the Keller Canyon Mitigation Fund to support three (3) recreation programs. This fund is administered by Contra Costa County.

## SUBCOMMITTEE FINDINGS

This item was not brought before a subcommittee.

## STAFF ANALYSIS

The Keller Canyon Mitigation Fund grant will support specialized recreation services for senior citizens.

The Food, Fun and Fellowship program was awarded $2,500 to support nutrition and social interaction programs for seniors at the Senior Center. Programs include, but are not limited to, three themed dances and three tournaments.

The Community Is Key program was awarded a $5,000 grant to defray the production and mailing costs for the 2019-20 “Senior Center Newsletter” three times a year promoting senior citizen programs and activities.

The Senior Center Health Fair/Winter Ball/Fashion Show program was awarded $5,000 to support events that build community, provide access to health services, and reduce isolation for seniors in Pittsburg and Bay Point.

ATTACHMENTS: Interagency Agreement Number BO# 10
Interagency Agreement Number BO# 11
Interagency Agreement Number BO# 12

Report Prepared By: Kolette Simonton, Assistant Director of Economic Development & Recreation

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Acceptance of Grant Funds from Keller )
Canyon Mitigation Fund for Fiscal Year ) RESOLUTION NO. 19-
2019-20 Recreation Programs )

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, the City applied for and was awarded three grants totaling $12,500 from the Keller Canyon Mitigation Fund, administered by Contra Costa County, to support recreation programs; and

WHEREAS, the Community Is Key program was awarded a $5,000 grant to defray mailing costs for the 2019-20 “Senior Center Newsletter” three times a year promoting senior citizen programs and activities; and

WHEREAS, the Food, Fun and Fellowship program was awarded $2,500 to support nutrition and social interaction programs for seniors at the Senior Center; and

WHEREAS, the Senior Center Health Fair/Winter Ball/Fashion Show program was awarded $5,000 to support events that build community, provide access to health services, and reduce isolation for seniors in Pittsburg and Bay Point; and

WHEREAS, the City wishes to accept these grants and allocate the funds to the Fiscal Year 2019-20 Recreation Department budget.

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 adopts this Resolution accepting three grants totaling $12,500 from the Keller Canyon Mitigation Fund and allocating the funds to the Recreation Department approved budget for Fiscal Year 2019-20.

Section 3. 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 18th day of November, 2019, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

**CONTRA COSTA COUNTY**
**DEPARTMENT OF CONSERVATION AND DEVELOPMENT**
**30 Muir Road**
**Martinez, CA 94553**
**Telephone: (925) 674-7886**
**Email: Daniel.Davis@dcd.cccounty.us**

***MEMORANDUM***

**DATE:** October 22, 2019

**TO:** Keller Canyon Mitigation Fund Recipients

**FROM:** Daniel Davis

**SUBJECT:** **FY 2019/20 Keller Canyon Mitigation Fund Contract**

Enclosed for your records is the fully executed Keller Canyon Mitigation Fund contract.

We can now process payment requests as long as we have your W-9 and insurance information on file.

Also, enclosed are the County demand form and a sample for guidance. The demand form must be submitted with your original signature in order to be processed. Please remember to include back-up documentation with your request, including receipts showing the date of purchase, item(s) of purchase and payment made.

I am looking forward to working with you.

Attachments: Your fully executed Keller Canyon contract; Demand form; Sample demand form

Contra Costa County
Standard Form A-4
Revised 2002

# INTERAGENCY AGREEMENT
(Agency Provides Services)

Number BO#10
Fund/Org# 1581
Account # 2310
Other #

1. Contract Identification.
   Department: Contra Costa County Department of Conservation and Development
   Subject: Interagency Agreement between Contra Costa County Department of Conservation and Development and Agency named below for Fun Food and Fellowship, Board Order # 10

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:

   Agency: City of Pittsburg (hereinafter "Agency")
   Capacity: A public agency
   Address: 65 Civic Dr; Pittsburg, CA 94565

3. Term. The effective date of this Agreement is July 1, 2019 and it terminates on June 30, 2020 unless sooner terminated as provided herein.

4. Payment Limit. County's total payments to Agency under this Agreement shall not exceed $2,500.00.

5. County's Obligations. County shall pay Agency for its provision of the services as set forth in the attached Payment Provisions which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Agency's Obligations. Agency shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. General and Special Conditions. This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. Project. This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: See attached Service Plan.

9. Legal Authority. This Agreement is entered into under and subject to the following legal authorities: 31000

10. Signatures. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

| BOARD OF SUPERVISORS | ATTEST: Clerk of the Board of Supervisors |
|---|---|
| By _____ Chairman/Designee | By _____ Deputy C.H.F. 7/30/19 |

AGENCY

| | |
|---|---|
| By _____ (Signature of authorized Agency representative) | By _____ (Signature of authorized Agency representative) |
| Joy Walker Recreation Supervisor (Print name and title A) | _____ (Print name and title B) |

Contra Costa County
Standard Form L-2
Revised 2014.2

**ACKNOWLEDGMENT/APPROVALS** Number:
**(Purchase of Services – Long Form)**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )
)
COUNTY OF CONTRA COSTA )

On _____ (Date),

before me, _____ (Name and Title of the Officer),

personally appeared, _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
Signature of Notary Public

Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

---

APPROVALS

RECOMMENDED BY DEPARTMENT

By: _____
Designee

FORM APPROVED BY COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

Contra Costa County
Standard Form P-1
Revised 2008

**PAYMENT PROVISIONS**
**(Fee Basis Contracts - Long and Short Form)**

Number

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

   [Check one alternative only.]

   ☐ a. $ monthly, or

   ☐ b. $ per unit, as defined in the Service Plan, or

   ☐ c. $ after completion of all obligations and conditions herein.

   ☒ d. Other: On a reimbursement basis for costs specified in the Service Plan.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

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

5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _____ _____
Contractor County Dept.

City of Pittsburg
Fun Food and Fellowship

# SERVICE PLAN

## FY 2019/20 Keller Canyon Mitigation Fund (KCMF)
## July 1, 2019 – June 30, 2020

**Contractor:** City of Pittsburg, BO #10

**Contractor's Obligations:** During the term of this Contract, Contractor will partner with the C.C. Café to provide at least 900 seniors with an opportunity for socialization, physical activity, tournaments, and good nutrition. Three dances and three fun tournaments will be provided to help improve seniors' quality of life.

**Use of Keller Funds:** The total cost of the project/program is $12,861.00. Keller funds shall be used for the following expenses:

| | |
|---|---|
| Entertainment Expenses: | $2,500.00 |

**Reporting Requirements:** Contractor shall submit reports on the progress and outcomes of the project/program on January 8, 2020, and July 8, 2020.

**Other Requirements:**
Contractor will ensure recognition of the Keller Canyon Mitigation Fund in providing services through this Agreement. As appropriate, activities, facilities, and items utilized pursuant to this Agreement shall be labeled as to funding source (e.g. Program is funded with Keller Canyon Mitigation Funds administered through Contra Costa County Supervisorial District 5).

The use of Keller Canyon Mitigation Funds for political advocacy is prohibited.

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

Initials: _____ Contractor _____ County Dept.

Contra Costa County
Standard Form L-5
Revised 2016

# GENERAL CONDITIONS
## (Purchase of Services - Long Form)

1. **Compliance with Law**. Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.

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

3. **Records**. Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

   a. **Retention of Records**. Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.

   b. **Access to Books and Records of Contractor, Subcontractor**. Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

   Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of $10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

   This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements**. Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds $5,000.

Contractor _____ County Dept. _____

5. **Termination and Cancellation**.

   a. **Written Notice**. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

   b. **Failure to Perform**. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

   c. **Cessation of Funding**. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement**. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures**. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments**.

   a. **General Amendments**. In the event that the total Payment Limit of this Contract is less than $100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds $100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

   b. **Minor Amendments**. The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes**. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

Contractor _____ County Dept. _____

10. **Choice of Law and Personal Jurisdiction**.

    a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

    b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws**. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County**. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment**. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status**. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest**. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In

Contractor _____ County Dept. _____

addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

    a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is $500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of $500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by

Contractor _____ County Dept. 395

them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than $500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of $1,000,000.

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

c. **Certificate of Insurance**. The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

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

20. **Notices**. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions**. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal**. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest**. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

Contractor _____ County Dept. _____

24. **No Third-Party Beneficiaries**. Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights, Rights in Data, and Works Made for Hire**. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. **Endorsements**. In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit**.

    a. If Contractor expends $750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.

    b. If Contractor expends less than $750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.

    c. If Contractor expends less than $750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office , the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

Contractor _____ County Dept. _____

d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

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

29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

Contractor

County Dept.

44 D | VENDOR NO. | A/C

# DEMAND
on the Treasury of the
## COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

Made by: DATE _____

Name (Last) (First)

Address

City, State Zip Code

For the sum of _____ Dollars $ -

As itemized below:

| DATE | DESCRIPTION | AMOUNT |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | - |

The undersigned, under the penalty of perjury states: That the above claim and the items as therein set out are true and correct, that no part thereof has been heretofore paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

Signed _____

VENDOR NO.

Received, Accepted and Expenditure Authorized:

_____
(Department Head or Chief Deputy)

| SUM NO. | INV. DATE | DESCRIPTION | FUND/ORG. | ACCOUNT | ENCUMBRANCE NO. | P/C | PAYMENT AMT. |
|---|---|---|---|---|---|---|---|
| | | | TASK | OPTION | ACTIVITY | | DISCOUNT AMT. $ |
| SUM NO. | INV. DATE | DESCRIPTION | FUND/ORG. | ACCOUNT | ENCUMBRANCE NO. | P/C | PAYMENT AMT. |
| | | | TASK | OPTION | ACTIVITY | | DISCOUNT AMT. $ |
| SUM NO. | INV. DATE | DESCRIPTION | FUND/ORG. | ACCOUNT | ENCUMBRANCE NO. | P/C | PAYMENT AMT. |
| | | | TASK | OPTION | ACTIVITY | | DISCOUNT AMT. $ |
| SUM NO. | INV. DATE | DESCRIPTION | FUND/ORG. | ACCOUNT | ENCUMBRANCE NO. | P/C | PAYMENT AMT. |
| | | | TASK | OPTION | ACTIVITY | | DISCOUNT AMT. $ |

D-15 Form

SAMPLE

| 44 | D |
|---|---|

VENDOR NO. | A/C

**DEMAND**
**on the Treasury of the**
**COUNTY OF CONTRA COSTA**
**STATE OF CALIFORNIA**

DATE MONTH/DATE/YEAR

Made by:

ABC NONPROFIT
NAME (LAST) (FIRST)

123 MAIN STREET
ADDRESS

CITY, STATE 911111
CITY, STATE ZIP CODE

. . . . . .

IMPORTANT
See Instructions on Reverse Side

For the sum of ONE MILLION DOLLARS AND 00/100 Dollars $ 1,000,000.00

As itemized below:

| DATE | DESCRIPTION | AMOUNT |
|---|---|---|
| MONTH/DATE/YR | EVENT SUPPLIES | 500,000.00 |
| MONTH/DATE/YR | EVENT SPACE RENTAL | 400,000.00 |
| MONTH/DATE/YR | EVENT UTILITIES | 100,000.00 |
| | | |
| | ****ATTACH BACK-UP DOCUMENTATION**** | |
| | *For this example, back-up documentation for supplies could be copies* | |
| | *of receipts from various stores, paid invoice from the event facility, and* | |
| | *paid invoices from the utility company.* | |
| | | |
| | | |
| | | |

The undersigned under the penalty of perjury states: That the above claim and the items as therein set out are true and correct; that no part thereof has been heretofore paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

Signed *Jane Doe* **Original signature of organizations authorized signer**

VENDOR NO

NT HEAD OR CHIEF DEPUTY

County to complete this part

| SUM NO. | INV. DATE | DESCRIPTION | FUND/ORG. | ACCOUNT | ENCUMBRANCE NO. | P/C | PAYMENT AMT. |
|---|---|---|---|---|---|---|---|
| | | | TAXABLE AMOUNT | TASK | OPTION | ACTIVITY | DISCOUNT |
| SUM NO. | INV. DATE | DESCRIPTION | FUND/ORG. | ACCOUNT | ENCUMBRANCE NO. | P/C | PAYMENT AMT. |
| | | | TAXABLE AMOUNT | TASK | OPTION | ACTIVITY | DISCOUNT |

**CONTRA COSTA COUNTY**
**DEPARTMENT OF CONSERVATION AND DEVELOPMENT**
**30 Muir Road**
**Martinez, CA 94553**
**Telephone: (925) 674-7886**
**Email: Daniel.Davis@dcd.cccounty.us**

***MEMORANDUM***

**DATE:** October 22, 2019

**TO:** Keller Canyon Mitigation Fund Recipients

**FROM:** Daniel Davis

**SUBJECT:** **FY 2019/20 Keller Canyon Mitigation Fund Contract**

Enclosed for your records is the fully executed Keller Canyon Mitigation Fund contract.

We can now process payment requests as long as we have your W-9 and insurance information on file.

Also, enclosed are the County demand form and a sample for guidance. The demand form must be submitted with your original signature in order to be processed. Please remember to include back-up documentation with your request, including receipts showing the date of purchase, item(s) of purchase and payment made.

I am looking forward to working with you.

Attachments: Your fully executed Keller Canyon contract; Demand form; Sample demand form

Contra Costa County
Standard Form A-4
Revised 2002

# INTERAGENCY AGREEMENT
(Agency Provides Services)

Number BO#11
Fund/Org# 1581
Account # 2310
Other #

1. Contract Identification.
   Department: Contra Costa County Department of Conservation and Development
   Subject: Interagency Agreement between Contra Costa County Department of Conservation and Development and Agency named below for Community is Key,
   Board Order # 11

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:

   Agency: City of Pittsburg (hereinafter "Agency")
   Capacity: A public agency
   Address: 65 Civic Dr; Pittsburg, CA 94565

3. Term. The effective date of this Agreement is July 1, 2019 and it terminates on June 30, 2020 unless sooner terminated as provided herein.

4. Payment Limit. County's total payments to Agency under this Agreement shall not exceed $5,000.00.

5. County's Obligations. County shall pay Agency for its provision of the services as set forth in the attached Payment Provisions, which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Agency's Obligations. Agency shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. General and Special Conditions. This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. Project. This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: See attached Service Plan.

9. Legal Authority. This Agreement is entered into under and subject to the following legal authorities: 31000

10. Signatures. These signatures attest the parties' agreement hereto:

## COUNTY OF CONTRA COSTA, CALIFORNIA

| BOARD OF SUPERVISORS | ATTEST: Clerk of the Board of Supervisors |
|---|---|
| By Dâl Hll<br>Chairman/Designee | By Julie Green<br>Deputy C.48 7/30/19 |

## AGENCY

| | |
|---|---|
| By Joy Walker<br>(Signature of authorized Agency representative)<br>Joy Walker Recreation Supervisor<br>(Print name and title A) | By _____<br>(Signature of authorized Agency representative)<br>_____<br>(Print name and title B) |

Contra Costa County
Standard Form L-2
Revised 2014.2

**ACKNOWLEDGMENT/APPROVALS**
**(Purchase of Services – Long Form)**

Number:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )
)
COUNTY OF CONTRA COSTA )

On _____ (Date),

before me, _____ (Name and Title of the Officer),

personally appeared, _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
Signature of Notary Public

Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: _____
Designee

FORM APPROVED BY COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

Contra Costa County
Standard Form P-1
Revised 2008

# PAYMENT PROVISIONS
## (Fee Basis Contracts - Long and Short Form)

Number

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

   [Check one alternative only.]

   ☐ a. $ monthly, or

   ☐ b. $ per unit, as defined in the Service Plan, or

   ☐ c. $ after completion of all obligations and conditions herein.

   ☒ d. Other: On a reimbursement basis for costs specified in the Service Plan.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

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

5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _____ _____
Contractor County Dept.

City of Pittsburg
Community is Key

# SERVICE PLAN

## FY 2019/20 Keller Canyon Mitigation Fund (KCMF)
## July 1, 2019 – June 30, 2020

**Contractor:** City of Pittsburg, BO #11

**Contractor's Obligations:** During the term of this Contract, Contractor will publish and mail the Senior Center Newsletter three times per year to provide about 20,000 seniors, who do not have access to a computer, with critical information regarding County and City services that enhance their quality of life.

**Use of Keller Funds:** The total cost of the project/program is $5,000.00. Keller funds shall be used for the following expenses:

| | |
|---|---|
| Printing and Postal Expenses: | $5,000.00 |

**Reporting Requirements:** Contractor shall submit reports on the progress and outcomes of the project/program on January 8, 2020, and July 8, 2020.

**Other Requirements:**
Contractor will ensure recognition of the Keller Canyon Mitigation Fund in providing services through this Agreement. As appropriate, activities, facilities, and items utilized pursuant to this Agreement shall be labeled as to funding source (e.g. Program is funded with Keller Canyon Mitigation Funds administered through Contra Costa County Supervisorial District 5).

The use of Keller Canyon Mitigation Funds for political advocacy is prohibited.

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

Initials: _____ Contractor _____ County Dept.

Contra Costa County
Standard Form L-5
Revised 2016

# GENERAL CONDITIONS
## (Purchase of Services - Long Form)

1. **Compliance with Law**. Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.

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

3. **Records**. Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

   a. **Retention of Records**. Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.

   b. **Access to Books and Records of Contractor, Subcontractor**. Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

   Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of $10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

   This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements**. Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds $5,000.

Contractor _____ County Dept. _____

**GENERAL CONDITIONS**
**(Purchase of Services - Long Form)**

5. **Termination and Cancellation**.

   a. **Written Notice**. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

   b. **Failure to Perform**. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

   c. **Cessation of Funding**. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement**. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures**. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments**.

   a. **General Amendments**. In the event that the total Payment Limit of this Contract is less than $100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds $100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

   b. **Minor Amendments**. The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes**. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

Contractor _____ County Dept. _____

10. **Choice of Law and Personal Jurisdiction**.

    a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

    b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws**. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County**. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment**. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status**. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest**. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In

Contractor _____ County Dept. _____

addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

    a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is $500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of $500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by

Contractor _____ County Dept. _____

them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than $500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of $1,000,000.

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

c. **Certificate of Insurance**. The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

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

20. **Notices**. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions**. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal**. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest**. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

Contractor  County Dept.

24. **No Third-Party Beneficiaries**. Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights, Rights in Data, and Works Made for Hire**. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. **Endorsements**. In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit**.

    a. If Contractor expends $750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.

    b. If Contractor expends less than $750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.

    c. If Contractor expends less than $750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office , the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

Contractor _____ County Dept. _____

d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

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

29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

Contractor  County Dept.

**CONTRA COSTA COUNTY**
**DEPARTMENT OF CONSERVATION AND DEVELOPMENT**
**30 Muir Road**
**Martinez, CA 94553**
**Telephone: (925) 674-7886**
**Email: Daniel.Davis@dcd.cccounty.us**

***MEMORANDUM***

**DATE:** October 22, 2019

**TO:** Keller Canyon Mitigation Fund Recipients

**FROM:** Daniel Davis

**SUBJECT:** **FY 2019/20 Keller Canyon Mitigation Fund Contract**

Enclosed for your records is the fully executed Keller Canyon Mitigation Fund contract.

We can now process payment requests as long as we have your W-9 and insurance information on file.

Also, enclosed are the County demand form and a sample for guidance. The demand form must be submitted with your original signature in order to be processed. Please remember to include back-up documentation with your request, including receipts showing the date of purchase, item(s) of purchase and payment made.

I am looking forward to working with you.

Attachments: Your fully executed Keller Canyon contract; Demand form; Sample demand form

Contra Costa County
Standard Form A-4
Revised 2002

# INTERAGENCY AGREEMENT
(Agency Provides Services)

Number BO#12
Fund/Org# 1581
Account # 2310
Other #

1. Contract Identification.
   Department: Contra Costa County Department of Conservation and Development
   Subject: Interagency Agreement between Contra Costa County Department of Conservation and Development and Agency named below for Senior Center Health Fair/Winter Ball /Fashion Show, Board Order # 12

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:

   Agency: City of Pittsburg (hereinafter "Agency")
   Capacity: A public agency
   Address: 65 Civiv Dr; Pittsburg, CA 94565

3. Term. The effective date of this Agreement is July 1, 2019 and it terminates on June 30, 2020 unless sooner terminated as provided herein.

4. Payment Limit. County's total payments to Agency under this Agreement shall not exceed $5,000.00.

5. County's Obligations. County shall pay Agency for its provision of the services as set forth in the attached Payment Provisions which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Agency's Obligations. Agency shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. General and Special Conditions. This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. Project. This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: See attached Service Plan.

9. Legal Authority. This Agreement is entered into under and subject to the following legal authorities: 31000

10. Signatures. These signatures attest the parties' agreement hereto:

**COUNTY OF CONTRA COSTA, CALIFORNIA**

| BOARD OF SUPERVISORS | ATTEST: Clerk of the Board of Supervisors |
|---|---|
| By Dick Hall<br>Chairman/Designee | By Julie Green C.48 7/30/19<br>Deputy |

**AGENCY**

| | |
|---|---|
| By Joy Walker<br>(Signature of authorized Agency representative)<br>Joy Walker Recreation Supervisor<br>(Print name and title A) | By _____<br>(Signature of authorized Agency representative)<br>_____<br>(Print name and title B) |

Form A-4 (Page 1 of 1)

Contra Costa County
Standard Form L-2
Revised 2014.2

**ACKNOWLEDGMENT/APPROVALS**
**(Purchase of Services – Long Form)**

Number:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )
)
COUNTY OF CONTRA COSTA )

On _____ (Date),

before me, _____ (Name and Title of the Officer),

personally appeared, _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
Signature of Notary Public

Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: _____
Designee

FORM APPROVED BY COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

Contra Costa County
Standard Form P-1
Revised 2008

**PAYMENT PROVISIONS**
**(Fee Basis Contracts - Long and Short Form)**

Number

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

   [Check one alternative only.]

   ☐ a. $ monthly, or

   ☐ b. $ per unit, as defined in the Service Plan, or

   ☐ c. $ after completion of all obligations and conditions herein.

   ☒ d. Other: On a reimbursement basis for costs specified in the Service Plan.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

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

5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _____ _____
Contractor County Dept.

# SERVICE PLAN

## FY 2019/20 Keller Canyon Mitigation Fund (KCMF)
## July 1, 2019 – June 30, 2020

**Contractor:** City of Pittsburg, BO #12

**Contractor's Obligations:** During the term of this Contract, Contractor will host a series of events in order to build community and reduce isolation for seniors in Pittsburg and Bay Point, as well as to ensure that the seniors gain access to crucial health services. The events are the Senior Fashion Show, the Winter Ball, and the Health Fair and will serve

**Use of Keller Funds:** The total cost of the project/program is $16,061.00. Keller funds shall be used for the following expenses:

| | |
|---|---|
| Event Supplies and Entertainment: | $5,000.00 |

**Reporting Requirements:** Contractor shall submit reports on the progress and outcomes of the project/program on January 8, 2020, and July 8, 2020.

**Other Requirements:**
Contractor will ensure recognition of the Keller Canyon Mitigation Fund in providing services through this Agreement. As appropriate, activities, facilities, and items utilized pursuant to this Agreement shall be labeled as to funding source (e.g. Program is funded with Keller Canyon Mitigation Funds administered through Contra Costa County Supervisorial District 5).

The use of Keller Canyon Mitigation Funds for political advocacy is prohibited.

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

Initials: _____ _____
Contractor County Dept.

Contra Costa County
Standard Form L-5
Revised 2016

# GENERAL CONDITIONS
## (Purchase of Services - Long Form)

1. **Compliance with Law**. Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.

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

3. **Records**. Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.

   a. **Retention of Records**. Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.

   b. **Access to Books and Records of Contractor, Subcontractor**. Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

   Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of $10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

   This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements**. Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds $5,000.

Contractor _____ County Dept. _____

5. **Termination and Cancellation**.

   a. **Written Notice**. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

   b. **Failure to Perform**. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

   c. **Cessation of Funding**. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement**. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures**. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments**.

   a. **General Amendments**. In the event that the total Payment Limit of this Contract is less than $100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds $100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

   b. **Minor Amendments**. The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes**. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

Contractor _____ County Dept. _____

10. **Choice of Law and Personal Jurisdiction**.

    a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

    b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws**. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County**. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment**. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status**. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest**. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In

Contractor _____ County Dept. _____

addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

    a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is $500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of $500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by

Contractor _____ County Dept. 329

them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than $500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of $1,000,000.

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

c. **Certificate of Insurance**. The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

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

20. **Notices**. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions**. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal**. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest**. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

Contractor  County Dept.

24. **No Third-Party Beneficiaries**. Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights, Rights in Data, and Works Made for Hire**. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. **Endorsements**. In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit**.

    a. If Contractor expends $750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.

    b. If Contractor expends less than $750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.

    c. If Contractor expends less than $750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office , the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.

Contractor _____ County Dept. _____

d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

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

29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

Contractor

County Dept.

44 D | VENDOR NO. | A/C

# DEMAND
on the Treasury of the
## COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

Made by: DATE _____

Name (Last) (First)

Address

City, State Zip Code

For the sum of _____ Dollars $ -

As itemized below:

| DATE | DESCRIPTION | AMOUNT |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | - |

The undersigned, under the penalty of perjury states: That the above claim and the items as therein set out are true and correct, that no part thereof has been heretofore paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

Signed _____

VENDOR NO.

Received, Accepted and Expenditure Authorized:

_____
(Department Head or Chief Deputy)

| SUM NO. | INV. DATE | DESCRIPTION | FUND/ORG. | ACCOUNT | ENCUMBRANCE NO. | P/C | PAYMENT AMT. |
|---|---|---|---|---|---|---|---|
| | | | TASK | OPTION | ACTIVITY | | DISCOUNT AMT. $ |
| SUM NO. | INV. DATE | DESCRIPTION | FUND/ORG. | ACCOUNT | ENCUMBRANCE NO. | P/C | PAYMENT AMT. |
| | | | TASK | OPTION | ACTIVITY | | DISCOUNT AMT. $ |
| SUM NO. | INV. DATE | DESCRIPTION | FUND/ORG. | ACCOUNT | ENCUMBRANCE NO. | P/C | PAYMENT AMT. |
| | | | TASK | OPTION | ACTIVITY | | DISCOUNT AMT. $ |
| SUM NO. | INV. DATE | DESCRIPTION | FUND/ORG. | ACCOUNT | ENCUMBRANCE NO. | P/C | PAYMENT AMT. |
| | | | TASK | OPTION | ACTIVITY | | DISCOUNT AMT. $ |

D-15 Form

SAMPLE

# DEMAND
on the Treasury of the
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

| 44 | D |
|---|---|

VENDOR NO. | A/C

DATE MONTH/DATE/YEAR

Made by:

ABC NONPROFIT
NAME (LAST) (FIRST)

123 MAIN STREET
ADDRESS

CITY, STATE 911111
CITY, STATE ZIP CODE

IMPORTANT
See Instructions on Reverse Side

. . . . . .

For the sum of ONE MILLION DOLLARS AND 00/100 Dollars $ 1,000,000.00

As itemized below:

| DATE | DESCRIPTION | AMOUNT |
|---|---|---|
| MONTH/DATE/YR | EVENT SUPPLIES | 500,000.00 |
| MONTH/DATE/YR | EVENT SPACE RENTAL | 400,000.00 |
| MONTH/DATE/YR | EVENT UTILITIES | 100,000.00 |
| | | |
| | ****ATTACH BACK-UP DOCUMENTATION**** | |
| | *For this example, back-up documentation for supplies could be copies* | |
| | *of receipts from various stores, paid invoice from the event facility, and* | |
| | *paid invoices from the utility company.* | |
| | | |
| | | |
| | | |

The undersigned under the penalty of perjury states: That the above claim and the items as therein set out are true and correct; that no part thereof has been heretofore paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

Signed *Jane Doe* **Original signature of organizations authorized signer**

VENDOR NO

NT HEAD OR CHIEF DEPUTY

County to complete this part

| SUM NO. | INV. DATE | DESCRIPTION | FUND/ORG. | ACCOUNT | ENCUMBRANCE NO. | P/C | PAYMENT AMT. |
|---|---|---|---|---|---|---|---|
| | | | TAXABLE AMOUNT | TASK | OPTION | ACTIVITY | | DISCOUNT |
| SUM NO. | INV. DATE | DESCRIPTION | FUND/ORG. | ACCOUNT | ENCUMBRANCE NO. | P/C | PAYMENT AMT. |
| | | | TAXABLE AMOUNT | TASK | OPTION | ACTIVITY | | DISCOUNT |

**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 the Master Pay Schedule as Required by California Public Employees' Retirement System

**MEETING DATE:** November 18, 2019

## EXECUTIVE SUMMARY

To comply with CalPERS' interpretation of the requirements of California Code of Regulations, Title 2, Section 570.5 by amending the single master pay schedule already on the City's website representing all previously approved actions on the individual classifications of the pay schedule. The single master pay schedule will be submitted to Council for approval each time any single MOU or compensation plan is brought to the City Council for approval.

## FISCAL IMPACT

The amendment of previously approved separate pay schedules as a single master pay schedule has no fiscal impact to the City for preparation or distribution, as the actions already occurred.

## RECOMMENDATION

The City Council adopt a resolution to amend the City of Pittsburg's master pay schedule for all employee classifications, so the City is in compliance with the requirements of the California Code of Regulations, Title 2, Section 570.5 and the California Public Employees' Retirement System (CalPERS) relating to publicly available pay schedules for purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1.

## BACKGROUND

CalPERS, pursuant to their interpretation of California Code of Regulations, Title 2, Section 570.5, recommends all CalPERS employers to maintain their compensation levels in one publicly available document, approved and adopted by the governing body, which must meet all of the following requirements:

• Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
• Identifies the position title for every employee position;
• Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
• Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
• Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
• Indicates an effective date and date of any revisions;
• Is retained by the employer and available for public inspection for not less than five years; and
• Does not reference another document in lieu of disclosing the pay rate.

**SUBCOMMITTEE FINDINGS**

This item was not presented to a subcommittee.

**STAFF ANALYSIS**

The change to master pay schedule reflects a recent salary adjustment to the City Attorney's salary range effective September 8, 2019. The amendment to City Attorney's employment agreement was adopted on September 16, 2019.

The adoption of the resolution will comply with CalPERS' interpretation of the requirements of Code of Regulations section 570.5 by amending the single master pay schedule already on the City's website representing all previously approved actions on the individual classifications of the pay schedule.

ATTACHMENTS:

Resolution
Pay Schedule

Report Prepared By: Griselda Clift, Senior Human Resources Analyst

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution )
Amending Previously Adopted Employee ) RESOLUTION No. 19-
Pay and Listing All Employee Compensation)
on a Publicly Available Master Pay Schedule)

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the California Public Employees' Retirement System (CalPERS), has requested all CalPERS employers list their compensation levels on one document, approved and adopted by the governing body, in accordance with California Code of Regulations section 570.5, and meeting all of the following requirements thereof:

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- Identifies the position title for every employee position;
- Shows the pay rate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- Indicates an effective date and date of any revisions;
- Is retained by the employer and available for public inspection for not less than five years; and
- Does not reference another document in lieu of disclosing the pay rate; and

WHEREAS, the City now desires to amend previously approved compensation levels for all bargaining groups and all compensation plans of the City of Pittsburg in one publicly available master pay schedule.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated.

Section 2. The City Council adopt this Resolution amending previously approved compensation levels for all bargaining groups and all compensation plans of the City of Pittsburg in one publicly available master pay schedule.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg on the 18th day of November 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

| CLASSIFICATION | RANGE | EFFECTIVE | STEP A | STEP B | STEP C | STEP D | STEP E | STEP F | STEP G | *Max/w all incentives | UNIT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Account Clerk (Part 1 of 2) | 109 | 07/01/18 | 3,719 | 3,905 | 4,100 | 4,305 | 4,520 | | | 4,570 | AFSCME |
| Account Clerk (Part 2 of 2) | 170 | 07/01/18 | 4,266 | 4,479 | 4,703 | 4,938 | 5,185 | | | 5,235 | AFSCME |
| Accountant I | 350 | 07/01/18 | 5,639 | 5,921 | 6,217 | 6,528 | 6,854 | | | 6,904 | MPC |
| Accountant II | 500 | 07/01/18 | 6,312 | 6,628 | 6,959 | 7,307 | 7,672 | | | 7,722 | MPC |
| Accounting Technician | 220 | 07/01/18 | 4,981 | 5,230 | 5,492 | 5,767 | 6,055 | | | 6,105 | AFSCME/MPC |
| Administrative Analyst I | 390 | 07/01/18 | 5,826 | 6,117 | 6,423 | 6,744 | 7,081 | | | 7,131 | MPC |
| Administrative Analyst II | 700 | 07/01/18 | 6,746 | 7,083 | 7,437 | 7,809 | 8,199 | | | 8,249 | MPC |
| Administrative Assistant (Part 1 of 2) | 100 | 07/01/18 | 3,711 | 3,897 | 4,092 | 4,297 | 4,512 | | | 4,562 | AFSCME |
| Administrative Assistant (Part 2 of 2) | 160 | 07/01/18 | 4,297 | 4,512 | 4,738 | 4,975 | 5,224 | | | 5,274 | AFSCME/MPC |
| Administrative Officer | 860 | 07/01/18 | 9,137 | 9,594 | 10,074 | 10,578 | 11,107 | | | 11,157 | MPC |
| Administrative Coordinator | 350 | 12/17/18 | 5,639 | 5,921 | 6,217 | 6,528 | 6,854 | | | 6,904 | MPC |
| Administrative Specialist | 290 | 07/01/18 | 5,324 | 5,590 | 5,870 | 6,164 | 6,472 | | | 6,522 | MPC |
| Assistant City Engineer | 920 | 07/01/18 | 10,272 | 10,786 | 11,325 | 11,891 | 12,486 | | | 12,536 | MPC |
| Assistant City Manager | 950 | 07/14/19 | 14,744 | | | | 18,815 | | | 18,815 | Sr. Exec Team |
| Asst. Director of Economic Dev & Recreation | 887 | 07/14/19 | 10,700 | | | | 13,004 | | | 13,004 | Mgmt Group |
| Assistant Director of Finance | 887 | 07/14/19 | 10,700 | | | | 13,004 | | | 13,004 | Mgmt Group |
| Assistant Director of Public Works | 895 | 07/01/18 | 11,195 | 11,755 | 12,343 | 12,960 | 13,608 | | | 13,658 | MPC |
| Assistant Planner | 450 | 07/01/18 | 6,212 | 6,523 | 6,849 | 7,191 | 7,551 | | | 7,979 | MPC |
| Assistant to the City Manager | 835 | 07/14/19 | 10,278 | | | | 12,492 | | | 12,492 | Mgmt Group |
| Associate Planner | 740 | 07/01/18 | 7,191 | 7,551 | 7,929 | 8,325 | 8,741 | | | 9,228 | MPC |
| Building Inspection Supervisor | 810 | 07/01/18 | 8,755 | 9,193 | 9,653 | 10,136 | 10,643 | | | 10,693 | MPC |
| Business Development Manager | 860 | 07/01/18 | 9,137 | 9,594 | 10,074 | 10,578 | 11,107 | | | 11,157 | MPC |
| Business License Coordinator | 315 | 07/01/18 | 5,500 | 5,775 | 6,064 | 6,367 | 6,685 | | | 6,735 | AFSCME |
| Chief Building Official | 895 | 07/01/18 | 11,195 | 11,755 | 12,343 | 12,960 | 13,608 | | | 13,658 | MPC |
| Chief of Police | 955 | 07/14/19 | 15,022 | | | | 18,991 | | | 23,074 | Sr. Exec Team |
| City Attorney | 943 | 09/08/19 | | | | | 17,483 | | | 17,483 | Contract |
| City Clerk | | | | | | | 470 | | | 470 | Elected Official |
| City Council | | | | | | | 500 | | | 500 | Elected Official |
| City Council -- member of a different governing board | | | | | | | | | | | |
| if serving on Tri Delta Transit | | $100 per meeting | | visit www.TriDeltaTransit.com | | | | | | | |
| if serving on Delta Diablo Sanitation District | | $209 per meeting | | | visit ddsd.org | | | | | | |
| City Engineer | 935 | 07/14/19 | 11,455 | | | | 13,923 | | | 13,923 | Mgmt Group |
| City Manager | 960 | 02/04/19 | | | | | 20,551 | | | 20,551 | Contract |
| City Treasurer | | | | | | | 470 | | | 470 | Elected Official |
| Civil Engineer I | 510 | 07/01/18 | 6,494 | 6,819 | 7,160 | 7,518 | 7,894 | | | 8,339 | MPC |
| Civil Engineer II | 780 | 07/01/18 | 7,519 | 7,895 | 8,290 | 8,705 | 9,140 | | | 9,647 | MPC |
| Combination Building Inspector | 520 | 07/01/18 | 6,522 | 6,848 | 7,190 | 7,549 | 7,926 | | | 7,976 | AFSCME |
| Community Outreach Coordinator | 315 | 07/01/18 | 5,500 | 5,775 | 6,064 | 6,367 | 6,685 | | | 6,735 | AFSCME |
| Community Relations Manager | 700 | 07/01/18 | 6,746 | 7,083 | 7,437 | 7,809 | 8,199 | | | 8,249 | MPC |
| Community Services Specialist | 258 | 07/01/18 | 5,184 | 5,443 | 5,715 | 6,001 | 6,301 | | | 6,351 | AFSCME |
| Compliance Principal | 830 | 07/01/18 | 8,261 | 8,674 | 9,108 | 9,563 | 10,041 | | | 10,593 | MPC |
| Contract Analyst | 390 | 07/01/18 | 5,826 | 6,117 | 6,423 | 6,744 | 7,081 | | | 7,131 | MPC |
| Crime Analyst | 700 | 07/01/18 | 6,746 | 7,083 | 7,437 | 7,809 | 8,199 | | | 8,249 | MPC |
| Customer Service Representative | 95a | 07/01/18 | 3,372 | 3,541 | 3,718 | 3,904 | 4,099 | | | 4,149 | AFSCME |
| Deputy City Clerk | 330 | 07/01/18 | 5,590 | 5,870 | 6,164 | 6,472 | 6,796 | | | 6,846 | MPC |
| Development Manager | 890 | 07/01/18 | 10,272 | 10,786 | 11,325 | 11,891 | 12,486 | | | 12,536 | MPC |

*Please see Benefit Matrix for bilingual pay, education incentives, holiday pay and shift differential.



Revised Council Approved: 7/1/19; 9/16/19; 11/18/19

| CLASSIFICATION | RANGE | EFFECTIVE | STEP A | STEP B | STEP C | STEP D | STEP E | STEP F | STEP G | *Max/w all incentives | UNIT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Director of Community Development | 940 | 07/14/19 | 12,608 | | | | 15,936 | | | 15,936 | Sr. Exec Team |
| Director of Community Services | 940 | 07/14/19 | 12,608 | | | | 15,936 | | | 15,936 | Sr. Exec Team |
| Director of Finance | 940 | 07/14/19 | 12,608 | | | | 15,936 | | | 15,936 | Sr. Exec Team |
| Director of Human Resources | 940 | 07/14/19 | 12,608 | | | | 15,936 | | | 15,936 | Sr. Exec Team |
| Director of Public Works | 945 | 07/14/19 | 13,624 | | | | 16,562 | | | 16,562 | Sr. Exec Team |
| Director of Records and Council Services | 8351 | 07/14/19 | 10,278 | | | | 12,492 | | | 12,492 | Sr. Exec Team |
| Director of Recreation and Maint. Services | 920 | 07/14/19 | 11,455 | | | | 13,923 | | | 13,923 | Mgmt Group |
| Director of Water Utilities | 935 | 07/14/19 | 13,112 | | | | 15,936 | | | 15,936 | Mgmt Group |
| Electrical Technician | 420 | 07/01/18 | 6,011 | 6,312 | 6,628 | 6,959 | 7,307 | | | 7,892 | Teamsters |
| Electrical Apprentice | 200 | 07/01/18 | 4,801 | 5,041 | 5,293 | 5,558 | 5,836 | | | 6,303 | Teamsters |
| Engineering Analyst | 820 | 07/01/18 | 7,809 | 8,199 | 8,609 | 9,039 | 9,491 | | | 9,541 | MPC |
| Engineering Technician I | 310 | 07/01/18 | 5,444 | 5,716 | 6,002 | 6,302 | 6,617 | | | 6,667 | AFSCME |
| Engineering Technician II | 460 | 07/01/18 | 6,304 | 6,619 | 6,950 | 7,297 | 7,662 | | | 7,712 | AFSCME |
| Environmental Affairs Manager | 890 | 07/01/18 | 10,272 | 10,786 | 11,325 | 11,891 | 12,486 | | | 12,536 | MPC |
| Environmental Health Specialist I | 390 | 07/15/19 | 5,826 | 6,117 | 6,423 | 6,744 | 7,081 | | | 7,131 | MPC |
| Environmental Health Specialist II | 700 | 07/15/19 | 6,746 | 7,083 | 7,437 | 7,809 | 8,199 | | | 8,249 | MPC |
| Equipment Mechanic | 270 | 07/01/18 | 5,310 | 5,576 | 5,855 | 6,148 | 6,455 | | | 6,971 | Teamsters |
| Equipment Shop Supervisor | 530 | 07/01/18 | 6,601 | 6,931 | 7,278 | 7,642 | 8,024 | | | 8,074 | MPC |
| Executive Assistant | 400 | 07/14/19 | 6,018 | | | | 7,314 | | | 7,314 | Mgmt Group |
| Executive Assistant to the Chief of Police | 330 | 07/01/18 | 5,590 | 5,870 | 6,164 | 6,472 | 6,796 | | | 6,846 | MPC |
| Finance Division Manager | 855 | 07/01/18 | 8,985 | 9,434 | 9,906 | 10,401 | 10,921 | | | 10,971 | MPC |
| Financial Analyst | 580 | 07/01/18 | 7,083 | 7,437 | 7,809 | 8,199 | 8,609 | | | 8,659 | MPC |
| GIS Analyst | 760 | 07/01/18 | 7,328 | 7,694 | 8,079 | 8,483 | 8,907 | | | 8,957 | MPC |
| Harbormaster | 830 | 07/01/18 | 8,261 | 8,674 | 9,108 | 9,563 | 10,041 | | | 10,091 | MPC |
| Housing Inspector | 315 | 07/01/18 | 5,500 | 5,775 | 6,064 | 6,367 | 6,685 | | | 6,735 | AFSCME |
| Housing Manager | 855 | 07/01/18 | 8,985 | 9,434 | 9,906 | 10,401 | 10,921 | | | 10,971 | MPC |
| Housing Specialist | 210 | 07/01/18 | 4,898 | 5,143 | 5,400 | 5,670 | 5,954 | | | 6,004 | AFSCME |
| Human Resources Analyst | 700 | 07/01/18 | 6,746 | 7,083 | 7,437 | 7,809 | 8,199 | | | 8,249 | MPC |
| Human Resources Manager | 890a | 07/14/19 | 10,278 | | | | 12,492 | | | 12,492 | Mgmt Group |
| Human Resources Specialist | 330 | 07/01/18 | 5,590 | 5,870 | 6,164 | 6,472 | 6,796 | | | 6,846 | MPC |
| Information Technology Analyst I | 420 | 07/15/19 | 6,011 | 6,312 | 6,628 | 6,959 | 7,307 | | | 7,357 | MPC |
| Information Technology Analyst II | 720 | 07/15/19 | 7,037 | 7,389 | 7,758 | 8,146 | 8,553 | | | 8,603 | MPC |
| Information Technology Manager | 855 | 10/01/18 | 8,985 | 9,434 | 9,906 | 10,401 | 10,921 | | | 10,971 | MPC |
| Finance Division Manager | 855 | 07/01/18 | 8,985 | 9,434 | 9,906 | 10,401 | 10,921 | | | 10,971 | MPC |
| Lead Community Services Specialist | 415 | 07/01/18 | 6,001 | 6,301 | 6,616 | 6,947 | 7,294 | | | 7,344 | AFSCME |
| Lead Electrical Technician | 705 | 08/19/19 | 6,959 | 7,307 | 7,672 | 8,056 | 8,459 | | | 9,136 | Teamsters |
| Lead Marina Services Worker | 320 | 07/01/18 | 5,558 | 5,836 | 6,128 | 6,434 | 6,756 | | | 7,094 | Teamsters |
| Lead Police Records Clerk | 255 | 07/01/18 | 5,225 | 5,486 | 5,760 | 6,048 | 6,350 | | | 6,400 | AFSCME |
| Lead Public Works Superintendent | 885 | 07/01/18 | 10,685 | 11,219 | 11,780 | 12,369 | 12,987 | | | 13,037 | MPC |
| Maintenance Assistant | 95 | 07/01/18 | 3,372 | 3,541 | 3,718 | 3,904 | 4,099 | | | 4,304 | Teamsters |
| Maintenance Ld Worker - Env. Services/Fac. Util. | 320 | 07/01/18 | 5,558 | 5,836 | 6,128 | 6,434 | 6,756 | | | 7,296 | Teamsters |
| Maintenance Worker I - Env. Services/Fac. Util. | 140 | 07/01/18 | 4,148 | 4,355 | 4,573 | 4,802 | 5,042 | | | 5,445 | Teamsters |
| Maintenance Worker II - Env. Services/Fac. Util. | 200 | 07/01/18 | 4,801 | 5,041 | 5,293 | 5,558 | 5,836 | | | 6,303 | Teamsters |
| Office Assistant | 95a | 07/01/18 | 3,372 | 3,541 | 3,718 | 3,904 | 4,099 | | | 4,149 | AFSCME |

*Please see Benefit Matrix for bilingual pay, education incentives, holiday pay and shift differential.



Revised Council Approved: 7/1/19; 9/16/19; 11/18/19

| CLASSIFICATION | RANGE | EFFECTIVE | STEP A | STEP B | STEP C | STEP D | STEP E | STEP F | STEP G | *Max/w all incentives | UNIT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Payroll Specialist | 330 | 07/01/18 | 5,590 | 5,870 | 6,164 | 6,472 | 6,796 | | | 6,846 | MPC |
| Permit Technician | 260 | 07/01/18 | 5,253 | 5,516 | 5,792 | 6,082 | 6,386 | | | 6,436 | AFSCME |
| Pest Control Specialist | 470 | 07/01/18 | 6,243 | 6,555 | 6,883 | 7,227 | 7,588 | | | 7,967 | Teamsters |
| Planning Manager | 890 | 07/01/18 | 10,272 | 10,786 | 11,325 | 11,891 | 12,486 | | | 12,536 | MPC |
| Planning Technician | 260 | 07/01/18 | 5,253 | 5,516 | 5,792 | 6,082 | 6,386 | | | 6,436 | AFSCME |
| Police Captain | 650 | 07/14/19 | 12,730 | 13,366 | 14,034 | 14,736 | 15,473 | 16,247 | | 20,552 | PMG |
| Police Evidence Technician | 260 | 07/01/18 | 5,253 | 5,516 | 5,792 | 6,082 | 6,386 | | | 6,436 | AFSCME |
| Police Lieutenant | 640 | 07/14/19 | 11,097 | 11,652 | 12,235 | 12,847 | 13,489 | 14,163 | | 17,916 | PMG |
| Police Officer | 600 | 07/14/19 | 6,053 | 6,356 | 6,674 | 7,008 | 7,358 | 7,726 | 8,112 | | POA |
| Police Officer (Continuation of Steps H & I) | | | | | | | | 8,518 | 8,944 | 12,479 | POA |
| Police Records Clerk (Part 1 of 2) | 110 | 07/01/18 | 3,898 | 4,093 | 4,298 | 4,513 | 4,739 | | | 4,789 | AFSCME |
| Police Records Clerk (Part 2 of 2) | 180 | 07/01/18 | 4,512 | 4,738 | 4,975 | 5,224 | 5,485 | | | 5,535 | AFSCME |
| Police Records Supervisor | 540 | 07/01/18 | 6,590 | 6,920 | 7,266 | 7,629 | 8,010 | | | 8,060 | MPC |
| Police Sergeant | 625 | 07/14/19 | 8,599 | 9,029 | 9,480 | 9,954 | 10,452 | 10,975 | | 16,078 | POA |
| Police Services Administrator | 830 | 07/01/18 | 8,261 | 8,674 | 9,108 | 9,563 | 10,041 | | | 10,091 | MPC |
| Power Company Manager | 920a | 07/14/19 | 11,455 | | | | 13,923 | | | 13,923 | Mgmt Group |
| Property and Evidence Coordinator | 410 | 07/01/18 | 5,999 | 6,299 | 6,614 | 6,945 | 7,292 | | | 7,342 | AFSCME |
| Public Works Superintendent | 880 | 07/01/18 | 9,230 | 9,691 | 10,176 | 10,685 | 11,219 | | | 11,269 | MPC |
| Public Works Supervisor | 530 | 07/01/18 | 6,601 | 6,931 | 7,278 | 7,642 | 8,024 | | | 8,074 | MPC |
| Purchasing Analyst | 720 | 07/01/18 | 7,037 | 7,389 | 7,758 | 8,146 | 8,553 | | | 8,603 | MPC |
| Records Specialist | 330 | 07/01/18 | 5,590 | 5,870 | 6,164 | 6,472 | 6,796 | | | 6,846 | AFSCME |
| Recreation Coordinator | 230 | 07/01/18 | 5,055 | 5,308 | 5,573 | 5,852 | 6,145 | | | 6,195 | AFSCME |
| Recreation Supervisor | 550 | 07/01/18 | 6,603 | 6,933 | 7,280 | 7,644 | 8,026 | | | 8,076 | MPC |
| Redevelopment Project Manager | 820 | 07/01/18 | 7,809 | 8,199 | 8,609 | 9,039 | 9,491 | | | 9,541 | MPC |
| Revenue Operations Supervisor | 745 | 10/15/18 | 7,238 | 7,600 | 7,980 | 8,379 | 8,798 | | | 8,848 | MPC |
| Senior Administrative Analyst | 820 | 07/01/18 | 7,809 | 8,199 | 8,609 | 9,039 | 9,491 | | | 9,541 | MPC |
| Senior Civil Engineer | 860 | 07/01/18 | 9,137 | 9,594 | 10,074 | 10,578 | 11,107 | | | 11,157 | MPC |
| Senior Combination Building Inspector | 760 | 07/01/18 | 7,328 | 7,694 | 8,079 | 8,483 | 8,907 | | | 8,957 | MPC |
| Senior Financial Analyst | 790 | 07/01/18 | 8,200 | 8,610 | 9,040 | 9,492 | 9,967 | | | 10,017 | MPC |
| Senior Human Resources Analyst | 820 | 07/01/18 | 7,809 | 8,199 | 8,609 | 9,039 | 9,491 | | | 9,541 | MPC |
| Senior Information Technology Analyst | 820 | 07/15/19 | 7,809 | 8,199 | 8,609 | 9,039 | 9,491 | | | 9,541 | MPC |
| Senior Planner | 840 | 07/01/18 | 8,326 | 8,742 | 9,179 | 9,638 | 10,120 | | | 10,676 | MPC |
| Senior Redevelopment Project Manager | 860 | 07/01/18 | 9,137 | 9,594 | 10,074 | 10,578 | 11,107 | | | 11,157 | MPC |
| Sweeper Operator | 140 | 07/01/18 | 4,148 | 4,355 | 4,573 | 4,802 | 5,042 | | | 5,294 | Teamsters |
| Utility Lineworker | 420 | 02/19/19 | 6,011 | 6,312 | 6,628 | 6,959 | 7,307 | | | 7,453 | Teamsters |
| Utility Supervisor | 810 | 07/01/18 | 8,755 | 9,193 | 9,653 | 10,136 | 10,643 | | | 10,693 | MPC |
| Utility Technician - (Electric/Gas) | 805 | 07/01/18 | 7,711 | 8,097 | 8,502 | 8,927 | 9,373 | | | 9,842 | Teamsters |
| Water Instrument/Maintenance Technician I | 480 | 07/01/18 | 7,040 | 7,392 | 7,762 | 8,150 | 8,558 | | | 8,986 | Teamsters |
| Water Instrument/Maintenance Technician II | 750 | 07/01/18 | 8,150 | 8,557 | 8,985 | 9,434 | 9,906 | | | 10,401 | Teamsters |
| Water Maintenance Mechanic I | 480 | 07/01/18 | 7,040 | 7,392 | 7,762 | 8,150 | 8,558 | | | 8,986 | Teamsters |
| Water Maintenance Mechanic II | 750 | 07/01/18 | 8,150 | 8,557 | 8,985 | 9,434 | 9,906 | | | 10,401 | Teamsters |
| Water Plant Apprentice Operator | 200 | 07/01/18 | 4,801 | 5,041 | 5,293 | 5,558 | 5,836 | | | 6,128 | Teamsters |
| Water Plant Operator | 560 | 07/01/18 | 7,071 | 7,425 | 7,796 | 8,186 | 8,595 | | | 9,755 | Teamsters |
| Water Plant Superintendent | 883 | 07/01/18 | 9,692 | 10,177 | 10,686 | 11,220 | 11,781 | | | 12,231 | MPC |
| Water Plant Supervisor | 810 | 07/01/18 | 8,755 | 9,193 | 9,653 | 10,136 | 10,643 | | | 11,722 | MPC |
| Water Quality Analyst I | 380 | 07/01/18 | 6,198 | 6,508 | 6,833 | 7,175 | 7,534 | | | 8,371 | Teamsters |
| Water Quality Analyst II | 710 | 07/01/18 | 7,462 | 7,835 | 8,227 | 8,638 | 9,070 | | | 9,984 | Teamsters |

*Please see Benefit Matrix for bilingual pay, education incentives, holiday pay and shift differential.



Revised Council Approved: 7/1/19; 9/16/19; 11/18/19

| CLASSIFICATION | RANGE | EFFECTIVE | STEP A | STEP B | STEP C | STEP D | STEP E | STEP F | STEP G | *Max/w all incentives | UNIT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **HOURLY / SEASONAL CLASSIFICATIONS ARE NOT ELIGIBLE FOR INCENTIVES** | | | | | | | | | | | |
| Expert Consultant | 0910 | 03/16/15 | 30.00 | | | | 100.00 | | | | n/a |
| High School Intern | 0550 | 01/01/19 | | | | | 12.00 | | | | n/a |
| Intern (college-level) | 0510 | 01/01/19 | 13.50 | | 15.00 | | 16.50 | | 18.00 | | n/a |
| Maintenance Aide | 0530 | 01/01/19 | 12.37 | 13.03 | 13.74 | 14.48 | 15.25 | 16.06 | 16.92 | 17.82(H) 18.76(I) | 19.76(J) 20.81(K) |
| Maintenance Helper | 0520 | 01/01/19 | | | | | 12.00 | | | | n/a |
| Police Officer Trainee | 6009 | 7/1/4/19 | 29.10 | 20% less than Police Officer Step A | | | (step A*12/2080/1.2) | | | | n/a |
| Recreation Leader I | 0550 | 01/01/19 | | | | | 12.00 | | | | n/a |
| Recreation Leader II | 0560 | 01/01/19 | 12.50 | | 13.00 | | 13.50 | | | | n/a |
| Recreation Leader III | 0570 | 06/17/13 | 13.00 | 14.00 | 15.00 | 16.00 | 17.00 | 18.00 | 19.00 | | 20.00 (H) |

**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 Nine City Council Resolutions to Find Developers in Compliance with their Respective Development Agreements for: Southwest (San Marco), Garaventa, Tuscany Meadows, Liberty, Trans Bay Cable, Edgewater, Belle Harbor (Waterstone), Sky Ranch II, and Montreux

**MEETING DATE:** November 18, 2019

## EXECUTIVE SUMMARY

State law requires local jurisdictions to conduct a periodic review of active development agreements (DAs) within the community. For 2019, staff's review found each developer to be in compliance with the terms of their respective agreements, and staff recommends the City Council adopt resolutions finding good faith compliance and authorizing the City Manager to execute Certificates of Compliance as appropriate.

## FISCAL IMPACT

None. The City has adopted fees to recover staff costs associated with processing periodic reviews of Development Agreements, and as such, each developer will reimburse the City for the staff time required to complete each review.

## RECOMMENDATION

City Council adopt the nine attached resolutions finding:

1) SEECON Financial and Construction Co., Inc., in good faith compliance with the San Marco DA;
2) Garaventa Enterprises, Inc., in good faith compliance with the Garaventa DA;
3) SEECON Built Homes, Inc., in good faith compliance with Tuscany Meadows DA;
4) Forecast Land Development, LLC, in good faith compliance with Liberty Subdivision DA;
5) Trans Bay Cable, LLC, in good faith compliance with the Trans Bay Cable DA;
6) Sunnyside Pittsburg, LLC, in good faith compliance with Edgewater Apartments DA;
7) Discovery Homes, Inc., in good faith compliance with Belle Harbor (Waterstone) DA;
8) SkyRanch Land Investors, LLC, in good faith compliance with Sky Ranch II DA; and
9) Altec Homes, Inc., in good faith compliance with the Montreux DA.

## BACKGROUND

California Government Code Section 65864 *et seq*. authorizes and regulates the execution of development agreements (DAs) between cities and persons who desire to develop property within the City's jurisdiction. Pursuant to the law, the City establishes procedures for the consideration of the DA applications, as well as procedures for reviewing the DAs. State law also requires the periodic review of a Development Agreement, at which time the Developer must demonstrate good faith compliance with the terms of the DA.

The last periodic reviews were conducted by the City in 2018 for the Southwest (San Marco) DA, the Greystone Place DA, and the Belle Harbor (Waterstone) DA.

## SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

## STAFF ANALYSIS

If the City Council finds that the respective developers are in compliance with their respective DAs, then the City would issue a "Finding of Compliance" for each project, which may be recorded against the properties.

If, as a result of the review, the City Council finds and determines, on the basis of substantial evidence that a developer has not complied in good faith with the terms and conditions of their DA, then the City may terminate or modify the associated DA. Pursuant to the City's procedures, the City would then issue a "Finding of Non-Compliance," identifying the areas of non-compliance, the terms of compliance and a time period for the Developer to bring the project into compliance with the DA.

At this time, all current issues associated with each DA reviewed have either been addressed or will be addressed when appropriate by the respective developer or are being addressed in coordination with the developer on an on-going basis. As such, staff recommends the adoption of all nine proposed resolutions, finding good faith compliance by Developers with the terms of the DAs.

ATTACHMENTS:

1. Resolution for San Marco
   Exhibit 1 – San Marco 2019 Summary Table
2. Resolution for Garaventa
   Exhibit 1 – Garaventa 2019 Summary Table
3. Resolution for Tuscany Meadows
   Exhibit 1 – Tuscany Meadows 2019 Summary Table
4. Resolution for Liberty Residential Subdivision
   Exhibit 1 – Liberty 2019 Summary Table
5. Resolution for Trans Bay Cable
   Exhibit 1 – Trans Bay Cable 2019 Summary Table
6. Resolution for Edgewater
   Exhibit 1 – Edgewater 2019 Summary Table
7. Resolution for Belle Harbor

Exhibit 1 – Belle Harbor 2019 Summary Table
8. Resolution for Sky Ranch
   Exhibit 1 – Sky Ranch 2019 Summary Table
9. Resolution for Montreux
   Exhibit 1 – Montreux 2019 Summary Table

Report Prepared By: Kristin Pollot, AICP, Planning Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

| | | |
|---|---|---|
| Periodic Review of Southwest (San Marco) Development Agreement Between The City of Pittsburg and Seecon Financial and Construction Co. Inc. and Determination as to Compliance with Development Agreement | ) | RESOLUTION NO. 19- |

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, a Development Agreement between the City of Pittsburg and Seecon Financial and Construction Co., Inc., was recorded on August 1, 1990, for the Southwest (San Marco) Development Area; and

WHEREAS, a 1st Amendment to the Development Agreement was executed on November 1, 2001; and

WHEREAS, a 2nd Amendment to the Development Agreement was executed on July 19, 2010; and

WHEREAS, a 3rd Amendment to the Development Agreement was executed on April 8th, 2013; and

WHEREAS, California Government Code Section 65864 *et seq*. ("Development Agreement Statutes") authorizes and regulates the execution of development agreements ("DAs") between certain public entities and persons who desire to develop private property within a public entity's jurisdiction; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration of DA applications by property owners or other persons having an interest in property within City's jurisdiction; and

WHEREAS, Section 65865.1 requires City to conduct a periodic review of the City's active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has not complied in good faith with the terms and conditions of the Development Agreement, the City may terminate or modify the DA pursuant to the Development Agreement Statutes; and

WHEREAS, the last periodic review of the Southwest (San Marco) Development Agreement was conducted in 2018, and on December 3, 2018, the City Council determined that the developer was in compliance with the terms of the Development Agreement.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. Findings

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2. Compliance with Development Agreement

The City Council hereby finds and determines that, based on the information provided by the Developer and City staff, as well as the information contained in the "San Marco DA – 2019 Annual Review" summary table, attached hereto and incorporated herein by reference as "Exhibit 1," the Developer has demonstrated good faith compliance with the Southwest (San Marco) Development Agreement.

Section 3. Certificate of Compliance

The City Council hereby directs and authorizes the City Manager to issue a certificate codifying the "Finding of Compliance" for Southwest (San Marco) Development Agreement in a form that can be recorded by the Developer.

Section 4. Certification

The City Clerk shall certify the adoption of this Resolution.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of November, 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

# San Marco DA - 19 Annual Review



| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 1 | **Recitals** | | | | |
| 2 | A | To strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the public and private economic risks of development, the Legislature of the State of California adopted Sections 65864 et seq. of the Government Code ("Development Agreement Statute") which authorizes City to enter into a development agreement with a person having a legal or equitable interest in real property, for the development of property. Under the authority of the Development Agreement Statute, City adopted Resolution No. 89-7466 on June 5, 1989, establishing procedures and requirements for the consideration of development agreements. | Not Applicable | | |
| 3 | B | Developer is the owner of approximately 639± acres of property located near the City of Pittsburg, within Contra Costa County and described more specifically in Exhibit "A" attached (the "Property") located within the Southwest area described in paragraph E. | Not Applicable | | |
| 4 | C | It is the intent of City and Developer to establish certain development rights in the Property which will be the subject of property development applications and this Development Agreement. | Not Applicable | | |
| 5 | D | Developer desires to develop and construct on the Property, in phases, a complex of buildings for 2938 single and multifamily residential units plus walk and bicycle paths, play and picnic areas, park areas, and similar open spaces, swimming pools, parking facilities, interior roadways and other related infrastructure improvements (collectively the "Project"). | Not Applicable | | |
| 6 | E | On May 4, 1987, by Resolution No. 87-7138, the City Council determined that the approximately 639± acre area located adjacent and contiguous to the southwest boundary of City ("Southwest Area") should be included in the Pittsburg sphere of influence and then annexed and developed as part of City. | Not Applicable | On 7/19/10, the City Council approved the 2nd Amendment to the Southwest DA (Ordinance No. 10-1326), which revised the map exhibit of the DA to remove 1.41 acres for which the developer intended to pursue commercial rather than residential land use entitlements (gas station). | |
| 7 | F | On June 15, 1987, by Resolution No. 87-7202, the City Council of City determined, on the basis of mutual interests of City and property owners in the Southwest Area, that City would enter into development agreement(s) with property owners in that area. The agreements are intended to insure orderly urbanization and the housing needs of existing and future City residents in a manner which makes maximum utilization of resources and reduces economic costs of development. | Not Applicable | | |
| 8 | G | On August 3, 1987 by Resolution No. 87-7209, City adopted a General Plan amendment to the Southwest Area. On September 6, 1988, by Resolution No. 88-7357 the City adopted an updated General Plan. The General Plan established goals, objectives, policies and criteria to guide the development of this area, and it is the parties' intent that this area be developed consistent with those land use categories specified in the Land Use Element Map of the General Plan and applicable land use regulations as modified herein. | Not Applicable | | |
| 9 | H | Developer intends to develop the Property which is described in Exhibit "A" in accordance with this Agreement. | Not Applicable | | |
| 10 | I | The Southwest Area has been studied and the City has determined that development of the area must be done in an environmentally sensitive manner. City and Developer recognize that its particular development requires coordi-nation and compliance with the City General Plan, but that certain aspects of developing the Property will require flexibility and variation from other applicable City land use regulations will be necessary and appropriate to implement the Project. To the extent that the proposed Project, (as described in paragraph D above and as shown on the Land Use Element of the General Plan), differs from the current zoning regulations, the provisions of this agreement shall prevail. | Not Applicable | | |
| 11 | J | In accordance with the California Environmental Quality Act ( "CEQA"), City will prepare and adopt the appropriate environmental documents for the administration of this Development Agreement and the approvals necessary to carry out the Project. | Compliant | A Subsequent Environmental Impact Report (SEIR, SCH #91073029) was prepared for the San Marco Development Plan Area and certified by the Planning Commission on October 13, 1992. | |
| 12 | K | The Property proposed for the Project is presently located in the unincorporated territory of the County of Contra Costa but within the City's sphere of influence. In accordance with section 65865(b) of the Development Agreement Statute, City and Developer may enter into a Development Agreement before annexation, provided that the Agreement shall not become operative unless annexation of the Property to the City is completed within the period of time specified by the Agreement or by any extension of time provided for by the Agreement. City and Developer desire to complete annexation as soon as possible. | Not Applicable | | |
| 13 | L | By entering into this Agreement, City has determined it is in the City's public interest and the interest of its citizens to do so. | Not Applicable | | |
| 14 | M | Following compliance with CEQA and after conducting duly noticed public hearings, the Planning Commission recommended approval and the City Council approved this Agreement, authorized its execution and found that this Agreement is consistent with the General Plan. The Agreement was approved by City Ordinance No. | Not Applicable | | |
| 15 | N | Development of the Project in accordance with this agreement and subsequent discretionary approvals will provide for orderly growth conformance with the policies and goals set forth in the General Plan in accordance with paragraph "G" and "I". | Not Applicable | | |
| 16 | O | For the reasons recited, Developer and City have determined that the Project is a development for which this Agreement is appropriate. This Agreement eliminates uncertainty in planning for and in securing orderly development of the Project. Developer desires to receive the assurance that it may proceed with the Project in accordance with the existing ordinances, resolutions and regulations as of the effective date of this agreement and subject to the terms and conditions in this Agreement, and subject to review and approval and the grant of land use entitlements by the appropriate reviewing body (Planning Commission or City Council) as to each specific proposal for development. | Not Applicable | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 17 | P | By entering into this Agreement, City recognizes and hereby acknow-ledges that approvals herein constitute a present exercise of the governmental authority of City. | Not Applicable | | |
| 18 | **Agreement Sections** | | | | |
| 19 | 1 | Operative date of Agreement. Under Government Code section 65856(b), the annexation of Property to City must occur on or before July 1, 1993. This agreement does not become operative unless annexation is complete by that date. The parties may, however, extend this completion date for annexation beyond July 1, 1993. | Compliant | | |
| 20 | 2 | Term. The duration of this Agreement shall extend to October 1, 2032, unless terminated, modified or extended by mutual written consent of the parties. | Compliant | On 10/1/01, the City Council approved the 1st Amendment to the Southwest DA to extend its term from the original horizon year of 2002 to an amended horizon year of 2020 (Ordinance No. 01-1187). On 4/15/13, the City Council approved the 3rd Amendment to the DA which extended the term of the DA from its prior expiration year of 2020 to a new expiration year of 2032 in exchange for a revision to the developer's park obligations and a $10,000 annual payment for development agreement compliance reviews. | |
| 21 | 3 | Effect of Agreement on Land Use Regulations | | | |
| 22 | (a) | Permitted Uses. The permitted uses of the property are those uses designated in the Land Use Element of the General Plan adopted on September 6, 1988. A copy of the Land Use Element Map is attached as Exhibit "B". | Compliant | | |
| 23 | (b) | Density and Land Use Intensity. At its option, the Developer may construct up to a maximum of 2,938 residential units consisting of a mix of single-family and multiple-family residential units as shown on the General Plan Map attached as Exhibit "B". The location and configuration of lots is subject to City's review and approval under the Subdivision Map Act. The parties recognize that in order for the project site to accommodate up to 2,938 mixed residential units, grading in excess of that permitted under the applicable Hillside regulations will be necessary. City agrees that in its review and approval of Developer's grading plans, it shall permit additional grading, which is necessary to construct infrastructure and building pads to effectively and efficiently accommodate the maximum number of units Developer is permitted and proposes to construct, subject to the normal property development process of the City. | Compliant | Plot plans continue to be reviewed for conformance with the approved vesting tentative map. As of the date of this periodic review, Villages A, F, G, H, K, and L have been completed. Village D (Positano at San Marco) is under construction. Design review has been approved for Village M (Esperanza at San Marco). | |
| 24 | (c) | Applicable Land Use Regulations. Except as provided in subparagraph (b) relating to density and grading, the land use regulations applicable to the project shall be those land use regulations in effect on the date this agreement is entered into. The rules, regulations and policies governing the approval and the design, improvement and construction standards and specifications applicable to development of the property shall be those rules, regulations and policies in force on the date this Agreement is entered into except as specifically provided in this Agreement (e.g., subparagraphs (d) and (e) of this para graph). | Compliant | | |
| 25 | (d) | Application of Building Codes. Developer is subject to changes in the Uniform Building Codes occurring from time to time subsequent to the date this Agreement is entered into which are not inconsistent with subparagraphs (a) and (b) of this para- graph and if the changes (i) are found by the City Council to be in the best interest of the health and safety of its citizens and (ii) are applicable to all other developments in the City. | Compliant | | |
| 26 | (e) | Subsequent Land Use Entitlements. In subsequent land use entitlement actions concerning the property, the City may only apply those existing rules, regulations and policies that were in force and effect on the effective date of this Development Agreement with respect to the property. | Compliant | | |
| 27 | 4 | Fees, Charges and Assessments. | | | |
| 28 | (a) | City to Adjust Existing Fees. City recently adopted a new fee schedule for fees and charges which it levies in connection with land use entitlements, including subdivisions. Developer agrees that this new fee schedule (attached to this agreement as Exhibit "C") will govern the fees and charges applicable to the project and that it is the intent of the City not to impose additional fees, exactions, dedications or regulations through the exercise of the police power orthe taxing power unless they are solely for unanticipated health and safety reasons as a direct result of this project and are consistent with Government Code Sections 66000 et. seq.Any additional fees shall in no event include, for example: child care, public art, libraries,community centers or other similar fees not essential to health and safety. The limitations on fees contained in this subparagraph shall not preclude the City from instituting procedures to impose taxes or assessments on the property (as opposed to development fees) pursuant to districts which may be formed under the provisions of by way of example, the Community Facilities Financing Act (Mello- Roos), or Limited Obligation Revenue Bonds (Marks-Roos) or the Landscaping Lighting and Maintenance Act. The Developer hereby reserves the right to protest the formation of and the participation of the property in any such district. | Compliant | | |
| 29 | (b) | Exceptions to Limitations on City's Right to Impose Fees, Taxes, and Assessments. Notwithstanding subparagraph (a) of this section limiting the right of the City to impose fees, charges, and assessments in connection with land use entitlements and subdivisions, the City may impose the following additional fees consistent with Government Code section 66000 et seq., and taxes and assessments without protest from the developer: (i) a fee imposed or mandated by another governmental agency; or (ii) a fee imposed for citywide traffic or drainage mitigation purposes; or (iii) a fee in the form of a capital improvement facility fee for sewer purposes or water purposes. (iv) an assessment to be imposed on residential units pursuant to a Mello Roos or Marks Roos District for the exclusive purpose of providing police services to the property. (v) an assessment imposed for the benefit of the property pursuant to the Landscape Lighting and Maintenance District Act. | In Progress | Fees, taxes, and assessments the City currently imposes on projects within the San Marco PD area include: Facilities Reserve Charge (PMC Chapters 13.08, 13.12, and 13.24) for water and sewer service; Local Transportation Mitigation Fee (PMC Chapter 15.90); Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.102); In-Lieu Parkland Dedication Fee; Community Facilities District 2007-01 for park maintenance; and Community Facilities District 2004-1 for police services. | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 30 | (c) | Consumer Price Index Adjustment. At the end of one year from the date this agreement becomes operative (see paragraph I) and annually thereafter during the term of this agreement, the City may adjust the fees and charges imposed upon Developer to reflect the increase, if any, in the Consumer Price Index (San Francisco/Oakland) as publishedby the Bureau of Labor Statistics,US Departmentof Labor, by comparing the Index figure nearest to the time of execution of this agreement to the Index figure nearest to the expiration of each one year period. | Compliant | | |
| 31 | 5 | Application of CEQA. The parties acknowledge that this agreement and Developer's project is subject to CEQA. The parties also acknowledge that the City has previously had prepared and certified an EIR for the proposed change in the City's sphere of influence in the Southwest Hills, the annexation of the area to the City and the General Plan Amendment applicable to the Southwest Hills. City shall treat that EIR as a program EIR against which Developer's future activities under this Agreement will be examined for the need of additional environmental review and analysis as Developer seeks land use entitlements to carry out the Project. | Compliant | A Subsequent Environmental Impact Report (SEIR, SCH #91073029) was prepared for the San Marco Development Plan Area and certified by the Planning Commission on October 13, 1992. | Developer has agreed to conduct pre-construction biological surveys to ensure, in concert with the City, that there will be no impact to federal, state or locally listed habitat or species. |
| 32 | 6 | Commencement of Construction. It is the desire of Developer and City that Developer begin construction upon annexation after the securing of all discretionary entitlements. Developer agrees to begin and complete, with due diligence, all major infrastructure including arterial roadways, storm drainage facilities, sewer trunk lines and water main lines within six (6) years of annexation. Developer agrees to submit all necessary applications for approval by the City within six (6) months of annexation and City agrees to act upon the project within one (1) year from the submittal of all com- pleted applications. | See Comments/Action Items | Developer did not complete the improvements within the 6 years required due to a variety of reasons, many outside of their control. In 1993, the City and Developer entered into a Memorandum of Understanding to resolve this issue. | |
| 33 | 7 | Phasing. Developer may accomplish construction on the Project in phases. However, Developer shall construct each phase in such fashion that construction of a single phase does not exceed two years to complete. | Compliant | | |
| 34 | ⊟ 8 | Conditions, Terms and Restrictions. | | | |
| 35 | (a) | City agrees to cooperate and use its best efforts to cooper- ate with Developer in processing applications for land use entitlements including all zoning, building, and grading permits necessary to implement the Project. | Compliant | | |
| 36 | (b) | Developer is responsible for obtaining all land use entitle- ments, permits and approvals which may be required by City and other govern- mental entities for development of the Property. City agrees to cooperate with Developer and support Developer's efforts in obtaining any such necessary permits and approvals. City further agrees to, from time to time at the request of Developer, enter into agreements with any such entity when such agreements are essential for development of the Project and there is no cost or liability to City. Such agreements may include, but are not limited to, joint powers agreements pursuant to the provisions of the Joint Exercise of Powers Act (Government Code section 6500, et seq.), or the provisions of other laws, in order to create agreements between such parties. To the extent allowed by law, Developer shall be a party to any such agreement, or a third party beneficiary thereof, entitled to enforce for its benefit on behalf of City or in its own name, the rights of City or Developer thereunder or the duties and obligations of the parties thereto. | Compliant | | |
| 37 | ⊟ (c) | Cooperation-Implementation. Upon satisfactory completion by Developer of all required preliminary actions and payments of appropriate processing fees, if any, the parties shall promptly commence and diligently proceed to complete all required steps necessary for implementation of this Agreement and the development by Developer of the Project Site including, but not limited to the following: | Compliant | | |
| 38 | (i) | All required public hearings | Compliant | | |
| 39 | (ii) | The processing and checking of all maps, plans, land use permits, building plans and specifications and other plans relating to the development of the Property, filed by Developer, including, but not limited to, all Annexations, General Plan amendments, zoning, final development plans, tentative maps, parcel maps, final maps, grading plans, subdivision improve- ment plans, agreements, lot line adjustments, encroachment permits, formation of assessment/benefit districts and related matters as necessary for the completion of the development of all lots and parcels comprising the Property. In this regard, Developer will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder and cause Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents thereof. Developer to pay cost of all professional support (including testing) for the project as determined by the Community Development Director/City Engineer. It is the express intent of this Agreement that all parties cooperate and diligently work to implement any General Plan amendment, zoning, filing of any tentative or final subdivision map or other land use or building approvals or grading plans and improvement plans for development of the Property in accordance with Exhibit "B". | Compliant | | |
| 40 | ⊟ (d) | Conditions and Dedications. Developer shall make only those dedications and comply with only those conditions expressly prescribed in this Agreement or in force and applicable to the property as of the effective date of this Agreement subject to the following: | Compliant | | |
| 41 | (i) | Development Fees. The City may charge development fees for land use approvals, building permits and other similar permits and entitle ments which fees are not to exceed those in force and effect as of the effective date of this Agreement; subject to section 4(b). | Compliant | | |
| 42 | (ii) | Additional Fees. In no event shall any additional fees be imposed upon the Property except as expressly provided in this Agreement. Furthermore, the conditions, exactions, dedications, fees or regulations applicable to the Property shall not be subject to modifications or renegotia- tion by City as a result of an amendment of this Agreement, or as a result of the filing of any new entitlement application including but not limited to a land use permit, rezoning, general plan amendment, subdivision map, tentative map, tentative parcel map or parcel map, or any resubdivision of the Property (including a merger or lot line adjustment or the creation of new lots within a designated remainder parcel, provided, however, that these provisions shall not exclude the imposition of normal processing fees in effect at the time of the new application, and provided further that the new application shall not result in substantial impacts and further that all new entitlement requests shall be subject to the property development process of the City. | Compliant | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 43 | (iii) | Dedications. Upon completion of the improvements and construction in accordance with City standards for the facilities referred to in this paragraph, Developer agrees to dedicate such facilities, including all in- terior subdivision streets and other public improvements, in accordance with tentative and final map approvals which shall be consistent with Exhibit "B" and this Agreement. Developer will convey to City, by Grant Deed, the park, path areas, and other public rights of way in accordance with this paragraph. The City specifically reserves the right to accept, or reject, such offers of dedication. | Compliant | | |
| 44 | ⊞ 9 | Construction of Facilities and Infrastructure In-Lieu of the Payment of Fees; Reimbursements; Assessment District and Benefit Districts. | | | |
| 47 | 10 | Williamson Act Fees. Upon completion of annexation of the Property, and if the City has the authority it shall act as the lead agency in administering the cancellation of the Williamson Act contract which affects a portion of the Property. If the City does not have this authority, the City shall use its best efforts to support cancellation of the contract in accor- dance with applicable rules and regulations and shall apply any fees which it receives in connection therewith toward public improvements and facilities to benefit the Property. The City's decision in how to apply these funds is final. | Compliant | | |
| 48 | 11 | Assessment and Benefit District(s). The City agrees to cooperate with the Developer in establishing and implementing an assessment district(s) and benefit district(s) in accordance with applicable laws to finance or reimburse Developer for improvements constructed inside or outside of the Property. | Compliant | Fees, taxes, and assessments the City currently imposes on projects within the San Marco PD area include: Facilities Reserve Charge (PMC Chapters 13.08, 13.12, and 13.24) for water and sewer service; Local Transportation Mitigation Fee (PMC Chapter 15.90); Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.102); In-Lieu Parkland Dedication Fee; Community Facilities District 2007-01 for park maintenance; and Community Facilities District 2004-1 for police services. | |
| 49 | 12 | Life of Subdivision Maps. Pursuant to Government Code Section 66542.6(a), the term of the tentative maps filed subsequent to the operative date of this Agreement shall automatically be extended for the term of this Agreement (as the term is extended by this Third Amendment). | Compliant | Language from 3rd Amendment to Southwest DA | |
| 50 | ⊟ 13 | Default; Remedies; Termination | | | |
| 51 | (a) | Failure or unreasonable delay by either party to perform any term or provision of this Agreement for a period of ninety (90) days after written notice from the other party shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such time period, then the diligent prosecution to completion of the cure shall be deemed a cure within such a period. Subject to the foregoing, after notice and expiration of the 90-day period without cure, the other party to this Agreement, at its option, may institute legal proceedings pursuant to this Agreement and/or give notice of intent to terminate the Agreement pursuant to Government Code Section 65868. Following such notice of intent to terminate, the matter shall be scheduled for consideration and reviewed by City Council within thirty (30) calendar days in the manner set forth in Government Code sections 65865, 65867, and 65868. If City does not accept, review, act upon or issue necessary development permits, entitlements, or other land use or building approvals for use in a timely fashion as required by this Agreement, or as otherwise agreed to by the parties, or the City otherwise defaults under the terms of this Agreement, Developer shall have all rights and remedies provided herein or under applicable law. | | | |
| 52 | (b) | In addition to specific provisions of this Agreement, per- formance by either party is not in default where delays or defaults are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, judicial decisions, or other basis for excused performance which is not within the reasonable control of the party to be excused. If written notice of such delay is given to either party within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or such longer period as may be mutually agreed upon. | | | |
| 53 | (c) | All other remedies at law or in equity which are not other- wise provided for in this Agreement or in the City's regulations governing development agreements are available to the parties to pursue if there is a breach. | | | |
| 54 | ⊟ 14 | Changes in Law. | | | |
| 55 | (a) | If state or federal laws or regulations enacted after the effective date of this Agreement prevent or preclude compliance with one or more provisions of this agreement, such provisions of this Agreement shall be modified or suspended only to the extent necessary to comply with such state or federal laws or regulations. | Not Applicable | | |
| 56 | (b) | City agrees that other development approvals within the City shall not diminish Developer's plans for the full development of the Property in accordance with this Agreement, despite increased burden by virtue of other development upon public facilities subject to the provisions of Section 9. Nothing in this subsection (b) shall limit or restrict orders or regulation from the City or other governmental agencies that would affect the rate, timing or sequence of development because of lack of water or sewer infra- structure to accommodate such development (such as water service restrictions imposed by Contra Costa Water District, or similar orders and regulations). | Compliant | | |
| 57 | ⊟ 15 | Amendment or Cancellation. | | | |
| 58 | (a) | This Agreement may be amended or canceled in whole or in part, by mutual consent by the parties or their successors in interest. Notice of intention to amend or cancel any portion of this Agreement shall be given in the manner provided by section 65867 of the Government Code. All amendments to this Agreement shall be first approved by ordinance of the City Council in accordance with section 65867.5 of the Government Code. | Compliant | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 59 | (b) | Notwithstanding the foregoing, an amendment to this Agreement which does not relate to the term, permitted uses, density or intensity of use, height or size of buildings, provisions for reservations of land, conditions, fees for public facilities, terms, restrictions and requirements regarding covenants relating to the use of the property does not require a public hearing before the parties may execute an amendment to this Agreement. | Compliant | | |
| 60 | (c) | Any non-substantive deviation from the development plan for the Project, as determined by the Director of the Community Development Department, with respect to the location of buildings, streets and other physical facilities, shall not require an amendment to this Agreement. | Compliant | | |
| 61 | 16 | Annual Review. Annual Review. Each year during the term of this agreement the City shall at the first City Council meeting in September or as soon there- after as the Council agenda permits review the extent of good faith compliance by Developer with this Agreement. This periodic review shall be limited in scope to compliance with the terms and conditions of this Agreement as provided in Government Code section 65865.1. Developer shall pay the City's administrative costs of the annual review process. The fee shall be as fixed by Resolution of City Council. At the review meeting, Developer must demonstrate good faith com- pliance with the terms and conditions of this Agreement under Government Code section 65865.1. At the conclusion of the meeting, City shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer or its successor in interest has complied in good faith with the terms and conditions of this Agreement. If City finds and determines that Developer has not complied with its terms and conditions, City may terminate or modify this Agreement by giving notice of its intention to do so in the manner set forth in Government Code sections 65867 and 65868. In the manner prescribed in Section 27, Notices, the City shall deposit in the mail to Developer a copy of all public staff reports, documents and related exhibits concerning Developers' performance here under at least ten (10) days before each periodic review. Developer shall be permitted an oppor- tunity to respond to the City's evaluation of its performance, either orally at a public hearing or in a written statement, at Developers' election. This response shall be made to the City Council or, if the matter has been referred to the Planning Commission, to the Planning Commission. Beginning in 2013, Developer shall pay the City a fixed sum of $10,000 each year (adjusted by the San Francisco-Oakland-San Jose Consumer Price Index starting July 1, 2014) for the City to conduct annual review of the Development Agreement starting in 2013. Failure by the City to conduct the annual review required each year shall not be deemed a default by Developer under the Development Agreement; if the City does not conduct the review, the payment shall not be required for that year. | In Progress | | |
| 62 | 17 | Enforcement. Unless amended or canceled as provided in Section 15, the Agreement is enforceable notwithstanding any change in the applicable General Plan, specific plan, zoning ordinance or regulations, subdivision design/improvement construction standards, specifications and regulations or building regulations adopted by City which alters or amends an ordinance, rule, regulation or policy governing permitted use of the Property, or governing the density and grading as provided in paragraph 3 (a), (b) and (c) of this Agreement. | Not Applicable | | |
| 63 | 18 | Recordation. Not later than 10 days after execution of this Agreement by all parties, the City Clerk shall record a copy of this Agreement with the Contra Costa County Recorder. From and after the date of recordation, this Agreement imparts notice to all persons under the recording laws of the State. | Compliant | | |
| 64 | 19 | Certificate of Satisfaction. After completion of the Project, City upon request of Developer, shall execute in recordable form and deliver to Developer an instrument certifying that Developer has satisfied all of Developers" obligations under this Agreement. | See Comments/Action Items | Developer may request a Certificate of Satisfaction after completion of the Project. | |
| 65 | 20 | Relationship of Parties. It is understood and agreed that the contractual relationship between City and Developer is such that the latter is an independent contractor and in no case an agent of City. | Not Applicable | | |
| 66 | 21 | Hold Harmless. The Developer agrees to and shall hold the City, its officers, agents, employees and representatives harmless from, and shall defend against, liability for damage or claims for damage for personal injury including death and claims for property damage including inverse condemnation which may arise from its direct or indirect actions or those of its contractors, subcontractors, agents, employees or other persons acting on its behalf, which relate to real property covered by this Agreement, except that the foregoing does not extend to any willful acts committed by the City, its offices, agents or employees. This hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of the actions referred to in this paragraph, regardless of whether or not City prepared, supplied or approved plans or specifications for the project. | Not Applicable | | |
| 67 | 22 | Cooperation in the Event of Legal Challenge. If legal action is instituted by a third person challenging the validity of any provision of this agreement, developer shall defend that action and pay all costs, expenses and fees associated with the defense. The parties agree to cooperate in defending the action. | Not Applicable | | |
| 68 | 23 | Assignment. Nothing in this Agreement prevents Developer from conveying all or part of this interest in the property to a buyer, assignee or other nominee as Developer may elect. An assignment or transfer of this agreement other than an affiliate or subsidiary of Developer is subject to City"s prior review and written approval which approval shall not be unreason- ably withheld. | Not Applicable | | |
| 69 | 24 | Successors. The obligations imposed by this Agreement shall be considered covenants running with the land described in Exhibit "A", in accordance with sections 1460, et seq. of the Civil Code and shall inure to the benefit of, and be binding upon all successive owners of such lands, or parts thereof, during the term of this Agreement, as provided in Section 65868.5 of the Government Code. | Not Applicable | | |
| 70 | 25 | Validity. If a covenant, condition or term of this Agreement is held by a court to be illegal or in conflict with law, the validity of the remaining portions or provisions are not affected. The parties agree to use their best efforts to defend the validity of this Agreement against the claims of third parties. | Not Applicable | | |
| 71 | 26 | Attorney's Fees. If legal action is brought by either party for breach of this Agreement or to enforce its provisions, the prevailing party is entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court.Attorney's Fees. If legal action is brought by either party for breach of this Agreement or to enforce its provisions, the prevailing party is entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court. | Not Applicable | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 72 | 27 | Notice. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the following addresses: City of Pittsburg, 2020 Railroad Avenue, Pittsburg, CA 94565, Attn: City Clerk; Seecon Financial & Construction Co., Inc., 4300 Railroad Avenue, Pittsburg, CA 94565, Attn: Robert J. Rossi or such to other addressee(s) and at such other place as the parties may from time-to-time designate by written notice to each other. Notices, demands and requests which are served by mail in this manner are deemed served or given for all purposes five (5) calendar days after the date the notice, demand or request is mailed. | Compliant | | |
| 73 | 28 | | | | |
| 74 | (a) | The headings of sections are used for convenience only and shall not affect the meaning or interpretation of the contents of this Agreement. | Not Applicable | | |
| 75 | (b) | The laws of the State of California shall govern the inter-pretation and enforcement of this Agreement, and the conduct of the parties. | Not Applicable | | |
| 76 | (c) | Time is expressly declared to be of the essence in this Agreement and of all terms expressed in it. | Not Applicable | | |
| 77 | (d) | The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any party. The parties have equally participated in the preparation of this Agreement. The term "assign" shall include the term "transfer". The plural shall include the singular, and the singular the plural. One gender shall include all genders. | Not Applicable | | |
| 78 | (e) | This instrument, along with the attached Exhibits, constitutes the entire Agreement between the Parties relative to this subject matter. This Agreement may be altered, amended or revoked only by an instrument in writing signed by the Parties. No representations whatsoever have been made relative to this subject matter except as may be expressly stated in writing in this Agreement. | Not Applicable | | |
| 79 | (f) | The waiver by a party of a breach of a term in this Agreement is not a waiver of that term or a subsequent breach of the same or any other term. No custom or practice which may develop between the parties during the term is a waiver of or in any way affects the right of a party to insist upon performance and observance by the other party in accordance with the terms of this Agreement. | Not Applicable | | |
| 80 | | | | | |

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

| | | |
|---|---|---|
| Periodic Review of Amended and Restated Development Agreement Between the City of Pittsburg and Garaventa Enterprises, Inc. and Determination as to Compliance with Development Agreement | ) | RESOLUTION NO. 19- |

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, a Development Agreement between the City of Pittsburg and Garaventa Enterprises Inc., was executed on May 5, 2014, for development of a project site with an office complex to be generally bounded by Center Drive, Railroad Avenue, and Power Avenue; and

WHEREAS, the 2014 Development Agreement was amended by three minor letter amendments on: September 24, 2015, September 26, 2016, and April 23, 2018; and

WHEREAS, a 4th Amendment ("Amended and Restated Development Agreement") was executed on December 5, 2018; and

WHEREAS, California Government Code Section 65864 *et seq*. ("Development Agreement Statutes") authorizes and regulates the execution of development agreements ("DAs") between certain public entities and persons who desire to develop private property within a public entity's jurisdiction; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration of DA applications by property owners or other persons having an interest in property within City's jurisdiction; and

WHEREAS, Section 65865.1 requires City to conduct a periodic review of the City's active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has not complied in good faith with the terms and conditions of the Development Agreement, the City may terminate or modify the DA pursuant to the Development Agreement Statutes.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. Findings

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2. Compliance with Development Agreement

The City Council hereby finds and determines that, based on the information provided by the Developer and City Staff, as well as the information contained in the "Garaventa DA – 2019 Annual Review", attached hereto and incorporated herein by reference as "Exhibit 1," the Developer has demonstrated good faith compliance with the Amended and Restated Development Agreement between the City of Pittsburg and Garaventa Enterprises, Inc..

Section 3. Certificate of Compliance

The City Council hereby directs and authorizes the City Manager to issue a certificate codifying the "Finding of Compliance" for the Amended and Restated Development Agreement in a form that can be recorded by the Developer.

Section 4. Certification

The City Clerk shall certify the adoption of this Resolution.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of November, 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

# Garaventa DA - 19 Annual Review

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 1 | **Section 1. General Acknowledgements.** | | | | |
| 2 | | The parties acknowledge that: (a) the City has entered into this Agreement pursuant to the Development Agreement Statutes and its police power in order to address public health and safety and general welfare concerns including those relating to the amount, density, intensity and timing of development on the Project Site and the need for public facilities and infrastructure in connection with the Project Site and other property in the area; and (b) there is a certain authority under the police power 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. | Not Applicable | | |
| 3 | **Section 2. General Provisions.** | | | | |
| 4 | 2.01 | Property Description. The legal description of the Project Site is specifically set forth on Exhibits A-1, A-2, A-3, and A-4, attached hereto and made a part hereof. | Not Applicable | | |
| 5 | 2.02 | Location of Project Site. The Project Site is located in the City and consists of a total of approximately 5.23 acres. | Not Applicable | | |
| 6 | 2.03 | Effective Date. This Agreement shall be binding as to Developer upon Developer's execution hereof, with an effective date ("Effective Date") as of the effective date of the Ordinance adopting the Agreement. | See Comments/Action Items | On November 5, 2018, the City Council adopted Ordinance 18-1454 approving the Amended and Restated Development Agreement between the City of Pittsburg and Garaventa Enterprises, Inc.. The effective date of the Amended and Restated DA is therefore November 5, 2018. | |
| 7 | 2.04 | 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. The parties agree that the term of this Agreement is necessary to permit the orderly and planned development of the Project. | See Comments/Action Items | Based on the effective date of November 5, 2018, the Amended and Restated DA will expire on November 5, 2028. | |
| 8 | 2.05 | Expiration of Term. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. | Not Applicable | | |
| 9 | 2.06 | Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof. | Not Applicable | | |
| 10 | 2.07 | Enforceability of Agreement. City and Developer 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 in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, the Existing Rules or any other land use ordinances or building ordinances, resolutions or ordinances or other regulations adopted by the City which changes, alters or amends the Existing Rules applicable to the development of the Project Site at the time of the approval of this Agreement as provided by Government Code Sections 65866 and 65867.5. This Agreement shall not prevent City from denying or conditionally approving any subsequent development project application by a third party not a successor-in-interest hereto on the basis of such existing or new rules, regulations and policies. | Not Applicable | | |
| 11 | 2.08 | Further Assurances. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder. | Compliant | | |
| 12 | 2.09 | Enforcement of Covenants. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including but not limited to, Section 1468 of the Civil Code of the State of California. | Not Applicable | | |
| 13 | 2.1 | Covenants Run With The Land. Except as otherwise specified herein, all of the terms, provisions, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors, and assigns, and all other persons or entities acquiring all or any portion of the Project Site, or any interest therein, whether by operation of law or in any manner whatsoever, and the rights thereof shall inure to the benefit of such parties and their respective heirs, successors and assigns. | Not Applicable | | |
| 14 | 2.11 | Constructive Notice. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project or the Project Site is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Project Site. | Not Applicable | | |
| 15 | **Section 3. Definitions.** | | | | |
| 16 | | Reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. | | | |
| 17 | 3.01 | Applicable Land Use Approvals. The City and any other governmental permits and approvals necessary to construct the Improvements including but not limited to overall design and architectural review, and, as applicable, approval of a Tentative Map and Subdivision Map pursuant to Government Code Section 66410 et seq., but excluding building, grading or other ministerial construction permits. | Not Applicable | | |
| 18 | 3.02 | Approvals. Any and all permits or approvals of any kind or character required under the terms of this Agreement to develop the Project Site in the manner as described herein. | Not Applicable | | |
| 19 | 3.03 | Bankruptcy/Insolvency Event. Means any of the following: | Not Applicable | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 20 | 1) | Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging the Developer to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for the entity in question under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of its properties, or (iv) directing the winding up or liquidation of the Developer, if any such decree or order described in clause (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days unless a lesser time period will apply under this subsection; or the Developer shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. | Not Applicable | | |
| 21 | 2) | Assignment; Attachment. The Developer shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event or prior to sooner sale pursuant to such sequestration, attachment or execution. | Not Applicable | | |
| 22 | 3) | Suspension; Termination. The Developer shall have voluntarily suspended its business or fails to maintain its good standing. | Not Applicable | | |
| 23 | 3.04 | Building Ordinances. Those building standards, of general application and not imposed solely with respect to the Project Site, in effect from time to time that govern building and construction standards, including, without limitation, the City's building, plumbing, electrical, mechanical, grading, sign, and fire codes. | Not Applicable | | |
| 24 | 3.05 | Business Day. A day the City is open for business. | Not Applicable | | |
| 25 | 3.06 | CEQA. CEQA means the California Environmental Quality Act, California Public Resources Code section 21000, et seq., and the State CEQA Guidelines, (California Code of Regulations, title 14, section 15000, et seq.), as each is amended from time to time. | Not Applicable | | |
| 26 | 3.07 | Certificate of Completion. A certificate that shall be a conclusive determination that certain covenants in this Agreement with respect to the obligations of the Developer to construct the Improvements are complete. | Not Applicable | | |
| 27 | 3.08 | City. City of Pittsburg, County of Contra Costa, State of California. | Not Applicable | | |
| 28 | 3.09 | Conceptual Development Documents. The documentary expression of the preliminary design concepts for the Improvements which shall include both (1) preliminary site plan and elevations, and (2) a detailed narrative. The Conceptual Development Documents shall address the footprint and general location of the Improvements and the applicable parking improvements on the Project Site, the number of buildings and the height, size, bulk and number of stories of each building, the interior layout, the mix of proposed uses by square footage on each floor, the style and quality of architectural treatment, the materials used on the exterior of the Improvements, the access and pedestrian and traffic circulation features (including location and methods of ingress and egress), the preliminary façade treatment, an all other relevant design factors. | Not Applicable | | |
| 29 | 3.1 | Construction Contracts. Collectively, all the contracts between the Developer and any general contractor(s) covering the construction of any portion of the Improvements. | Not Applicable | | |
| 30 | 3.11 | Control. Shall mean (i) direct or indirect management or control of the managing member or members in the case of a limited liability company; (ii) direct or indirect management or control of the managing general partner or general partners in the case of a partnership and (iii) (a) boards of directors that overlap by fifty percent (50%) or more of their directors, or (b) direct or indirect control of a majority of the board of directors in the case of a corporation. | Not Applicable | | |
| 31 | 3.12 | Developer. Garaventa Enterprises, Inc., and any successor or assignee to its rights under this Agreement to the extent permitted by this Agreement. | Not Applicable | | |
| 32 | 3.13 | Developer Deposit. The good faith deposit provided by the Developer in the amount of One Hundred Thousand Dollars ($100,000), and any interest that is earned on the Developer Deposit. | Not Applicable | | |
| 33 | 3.14 | Developer Event of Default. A list of possible Developer defaults listed in Section 11.03. | Not Applicable | | |
| 34 | 3.15 | Development. The improvement of the Project Site for purposes of constructing the structures, improvements and facilities comprising the Project including, without limitation: grading, the construction and installation of infrastructure and public facilities related to the Project whether located within or outside the Project Site; the construction of structures and building; and the installation of landscaping; but not including the maintenance, repair, reconstruction or redevelopment of any structures, improvements or facilities after the construction and completion thereof. | Not Applicable | | |
| 35 | 3.16 | Development Agreement Statutes. Sections 65864 through 65869.5 of the California Government Code as it exists on the Effective Date. | Not Applicable | | |
| 36 | 3.17 | Development Approvals. Site-specific permits and other entitlements to use of every kind and nature approved or granted by the City in connection with the Development. | Not Applicable | | |
| 37 | 3.18 | Effective Date. The date set forth above. | Not Applicable | | |
| 38 | 3.19 | Enacting Ordinance. Ordinance No. _____ enacted by the City Council on _____, approving this Agreement. | See Comments/Action Items | On November 5, 2018, the City Council adopted Ordinance 18-1454 approving the Amended and Restated Development Agreement between the City of Pittsburg and Garaventa Enterprises, Inc. | |
| 39 | 3.2 | Existing Land Use Ordinances. The Land Use Ordinances in effect as of the Effective Date of this Agreement. | Not Applicable | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 40 | 3.21 | Existing Rules. The rules, regulations, official policies, and conditions of approval governing the permitted uses of the Project Site, the density or intensity of use, and the design, improvement, construction, building and occupancy standards and specifications applicable to the Project and the Project Site as in force on the effective date of this Agreement. | Not Applicable | | |
| 41 | 3.22 | Financing Proposal. The Developer's proposed financing for the Development. | Not Applicable | | |
| 42 | 3.23 | Final Construction Plans. The Final Construction Plans as defined in Section 6.09 of this Agreement. | Not Applicable | | |
| 43 | 3.24 | Financing Plan. The meaning given in Section 6.10. | Not Applicable | | |
| 44 | 3.25 | General Plan. The City of Pittsburg General Plan as adopted by the City Council. | Not Applicable | | |
| 45 | 3.26 | Hotel Building. The hotel building consisting of at least 125 rooms and branded as a Courtyard by Marriott or equivalent hotel brand. | Not Applicable | | |
| 46 | 3.27 | Improvements. Collectively: (i) the Office Building Improvements, (ii) related on-site improvements, including but not limited to, all applicable required on-site parking, sidewalks, storm drains, sanitary sewers, utility connections, public plazas, common area landscaping, and related improvements, and (iii) any off-site public improvements required pursuant to the Applicable Land Use Approvals, including but not limited to the improvements and/or related obligations set forth in Section 6.19 (13).. | Not Applicable | | |
| 47 | 3.28 | Land Use Ordinances. The ordinances, resolutions, codes, rules, regulations and official policies of City, governing the development of the Project Site, including but not limited to, the permitted uses of land, the density and intensity of use of land, exactions, and the timing of development, all as applicable to the development of the Project Site. Specifically, but without limiting the generality of the foregoing, Land Use Ordinances shall include the City's General Plan, the Development Plan, the City's Zoning Code, and the City's Design Review standards. The term Land Use Ordinances does not include Regulations relating to the following: the conduct of business, professions and occupations generally; taxes and assessments; the control and abatement of nuisances; encroachment and other permits and the conveyances of rights and interests that provide for the use of or entry upon public property; and any exercise of the power of eminent domain. | Not Applicable | | |
| 48 | 3.29 | Manager. City Manager for the City of Pittsburg. | Not Applicable | | |
| 49 | 3.3 | Mitigated Negative Declaration. The mitigated negative declaration approved by the City on April 7, 2008, as amended. | Not Applicable | | |
| 50 | 3.31 | Office Building. The office building consisting of no less than three (3) stories and no less than sixty thousand (60,000) square feet (all subject to Applicable Land Use Approvals). As more particularly described in the Scope of Development, the Office Building shall be constructed, and thereafter operated as a "Class A" office building. | Not Applicable | | |
| 51 | 3.32 | Office Building Improvements. Collectively, the Office Building and the related on-site improvements, including but not limited to no less than two hundred forty (240) parking stalls (subject to Applicable Land Use Approvals, which, among other things, shall require no less than two (2) parking stalls, adjacent to the existing library building, to be dedicated as "handicapped" parking for such library), on-site hardscape, sidewalks, and landscaping improvements to be located on the Project Site. | Not Applicable | | |
| 52 | 3.33 | Parties. The City and the Developer. "Party" means either the City or the Developer. | Not Applicable | | |
| 53 | 3.34 | Persons. As used herein, any reference to or use of the word "person" shall mean, in addition to a natural person, any governmental entity and any partnership, corporation, joint venture or any other form of business entity. | Not Applicable | | |
| 54 | 3.35 | Project. The Project shall consist of a Class A office tower, located in Pittsburg, California, as more particularly described in Exhibit B. | Not Applicable | | |
| 55 | 3.36 | Project Site. That real property described in Exhibit A, attached hereto and incorporated herein | Not Applicable | | |
| 56 | 3.37 | Regulations. Constitutions, statutes, City ordinances, and codes, City resolutions and official policies of the City. | Not Applicable | | |
| 57 | 3.38 | Schedule of Performance. The summary schedule of actions to be taken by the Parties pursuant to this Agreement to achieve the development of the Improvements. The Schedule of Performance is attached to this Agreement as Exhibit C. | Not Applicable | | |
| 58 | 3.39 | 3.39 Scope of Development. The description of the basic physical characteristics of the Improvements, including a basic site plan that will serve as a basis for the Developer's application for the Applicable Land Use Approvals. The Scope of Development, sometimes referred herein as “Project”, is attached to this Agreement as Exhibit B. | Not Applicable | | |
| 59 | 3.4 | Certain Other Terms. Certain other terms shall have the meanings set forth for such terms in this Agreement. | Not Applicable | | |
| 60 | **Section 4. General Development of the Property** | | | | |
| 61 | 4.01 | Project. The Project is further defined and described in the Project Description and Scope of Development, attached hereto as Exhibit B, which specifies several Project requirements, including but not limited to: (i) proposed uses of the Project Site, (ii) height, size and location of buildings to be constructed on the Project Site, (iii) density and intensity of use of the property, and (iv) requirements for reservation or dedication of portions of the Project Site for public purposes. The Parties recognize that any changes or modifications to the Project, as set forth in the Project Description, may trigger legal requirements mandating City review and/or approval relating to, but not limited to, environmental, design, mitigation measures, building standards, or similar factors. Prior to implementing such changes or modifications that trigger such legal requirements, Developer shall timely seek and obtain City review and approval. | See Comments/Action Items | A copy of Exhibit B (Scope of Development/Project) is attached. | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 62 | 4.02 | General Development. Any development of the Project on the Project Site shall be conducted in accordance with the terms and conditions of this Agreement. Developer's development of the Project Site, shall be subject to City's building standards, Design Review process, and applicable rules and regulations. | See Comments/Action Items | As of October 4, 2019, the Conceptual Development Documents had not yet been submitted. In accordance with the Schedule of Performance in Exhibit C of the Amended and Restated DA, Conceptual Development Documents are due by June 1, 2022 and the Application for Applicable Land Use Approvals is due by December 31, 2022.Compliance with this provision shall be determined upon receipt of the Documents and Application. | |
| 63 | 4.03 | Permitted Uses. The permitted uses of the Project Site, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes and location of public improvements, and other terms and conditions of development applicable to the Project Site shall include an office tower, parking lot, and related facilities, subject to the following: | Not Applicable (at this time) | | |
| 64 | 1) | CEQA. On July 6, 2009, the City Council adopted Resolution No. 09-11250 certifying the Environmental Impact Report (EIR), adopting and approving statements of findings and overriding considerations, and approving a Mitigation Monitoring and Reporting Program (MMRP) for the Railroad Avenue Specific Plan (RASP). The mitigation measures included in the MMRP were subsequently incorporated into the RASP which was adopted by City Council on November 2, 2009, through Ordinance No. 09-1319. The RASP EIR analyzed the physical impacts of RASP implementation, which includes the Project Site. The California Environmental Quality Act (CEQA) provides that after a public agency certifies an EIR, the agency shall consider whether further environmental review is required for a subsequent discretionary decision. CEQA Guidelines Section 15183(a) provides that if the subsequent activities under review "are consistent with the development densities established by existing zoning, community plan or general plan for which an EIR was certified," the agency "shall not prepare additional environmental review, except as may be necessary to examine whether there are project-specific significant impacts which are peculiar to the project or its site…". This Agreement would require development that is consistent the General Plan and RASP and therefore, additional environmental review is not required under CEQA. | See Comments/Action Items | Upon receiving the Application for Applicable Land Use Approvals, the City shall review the Development for consistency with the General Plan and RASP. | |
| 65 | 2) | Other Uses. Such other uses permitted by this Agreement, insofar as this Agreement so provides or as otherwise set forth in applicable laws, ordinances, rules or regulations | Not Applicable (at this time) | | |
| 66 | 4.04 | Timely Submittals By Developer. Developer acknowledges that City cannot expedite processing of any Approvals until Developer submits complete applications on a timely basis. Developer shall use its best efforts to (i) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (ii) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other necessary materials as set forth in the Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Approvals consistent with this Agreement. | See Comments/Action Items | The Schedule of Performance in Exhibit C of the Amended and Restated DA establishes deadlines for the submittal of documents, applications, plans, and other information necessary for the City to carry out its obligations under the DA. The Developer is required to submit the next deliverable (Conceptual Development Documents) by June 1, 2022. | |
| 67 | 4.05 | Vested Right to Develop; Applicable Rules. Regulations and Official Policies. Except as otherwise provided in this Agreement, the rules, regulations, official policies, and conditions of approval governing the permitted uses of the Project Site, the density or intensity of use, and the design, improvement, construction, building and occupancy standards and specifications applicable to the Project and the Project Site shall be those in force on the effective date of this Agreement ("Existing Rules"). The City shall have the right to impose reasonable conditions in connection with such subsequent discretionary permit actions which are not deemed Ministerial Approvals, but such conditions and actions shall not prevent development of the Project as contemplated by this Agreement and the Development Permits. Developer shall have the right to build and implement the Project on the Project Site consistent with the terms of this and other applicable Agreements, rules and regulations. | Not Applicable (at this time) | | |
| 68 | 4.06 | Amendment to Applicable Ordinances. In the event the City Zoning Code is amended by the City in a manner which provides more favorable site development standards than those in effect as of the Effective Date, Developer shall have the right to notify City in writing of Developer's desire to be subject to the new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council or by action of a City Official whom the City Council may designate, such new standards shall become applicable to the Project Site. | See Comments/Action Items | Developer has not submitted a request for an Amendment to Applicable Ordinances as of October 4, 2019. | |
| 69 | 4.07 | Application of New Rules Regulations and Policies. This Agreement shall not prevent City in subsequent actions applicable to the Project Site from applying new rules, regulations and policies which do not conflict with those rules, regulations, and policies applicable to the Project Site and set forth herein; nor shall this Agreement prevent City from denying or conditionally approving any subsequent development application on the basis of such existing or new rules, regulations, and policies. | Not Applicable | | |
| 70 | 4.08 | Future Public Financings. The City retains the discretion, subject to applicable law, to impose upon the Project Site taxes and/or assessments, or increases in such, when imposed on other similar, but not necessarily all, properties within the City. | Not Applicable | | |
| 71 | 4.09 | Changes in State and Federal Rules and Regulations. Nothing in this Agreement shall preclude the application to the development of the Project Site or changes in the City's laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in state or federal laws or regulations as provided in Government Code Section 65869.5. | Not Applicable | | |
| 72 | **Section 5. Periodic Review** | | | | |
| 73 | | City shall conduct a review of this Agreement as set forth in the following subsections. However, the City's failure to timely conduct such review shall not constitute default under this Agreement. | | | |
| 74 | 5.01 | Annual Review. City shall review the extent of good faith compliance by Developer with the terms of this Agreement at least once every 12-month period from the Effective Date of this Agreement. | Compliant | The City has conducted its first Annual Review of the Amended and Restated DA. As of October 4, 2019, both parties were compliant with the DA. | |
| 75 | 5.02 | Procedure. Such annual review shall be conducted in accordance with the City's duly adopted Development Agreement Procedures. | Compliant | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 76 | 5.03 | Notice. City shall notify Developer in writing of the date of review at least thirty (30) days prior thereto. | Compliant | Notice of the Annual Review was given to the Developer on October 1, 2019. | |
| 77 | 5.04 | Good-faith Compliance. During each annual review, Developer is required to demonstrate good faith compliance with the terms of this Agreement. | Compliant | | |
| 78 | 5.05 | Production of Documents and Other Evidence. Developer agrees to furnish such reasonable evidence and adequate documentation of good faith compliance as the City, in the exercise of its reasonable discretion, may require. | Compliant | | |
| 79 | 5.06 | Cost of Annual Review. The costs incurred by City in connection with the annual review shall be borne by Developer. Upon written request by the City, Developer shall pay the City Ten Thousand Dollars ($10,000) per review to cover the City's costs. At the completion of the review, City shall request additional funds should a shortfall exist. Failure, if any, by Developer to pay the monies shall be grounds for declaring Developer to be in default of this Agreement and/or in noncompliance thereof. | In Progress | On October 7, 2019, the City sent a request to the developer to pay $10,000 to cover the cost of the annual review. | |
| 80 | **Section 6. Obligations of Developer** | | | | |
| 81 | 6.01 | General Obligations. In consideration of City entering into this Agreement, Developer has agreed to comply with the applicable provisions of the Project Description in developing the Project and to perform certain obligations and provide certain contributions set forth therein, which City acknowledges will have an overall benefit to the public and surrounding area. | See Comments/Action Items | As of October 4, 2019, the Conceptual Development Documents had not yet been submitted. In accordance with the Schedule of Performance in Exhibit C of the Amended and Restated DA, Conceptual Development Documents are due by June 1, 2022 and the Application for Applicable Land Use Approvals is due by December 31, 2022.Compliance with this provision shall be determined upon receipt of the Documents and Application. | |
| 82 | 6.02 | Nexus Reasonable Relationship Challenges. Developer consents to, and waives any rights it may have now or in the future to challenge the legal validity of, the conditions, requirements, policies or programs required by the Existing Land Use Ordinances, Existing Rules or this Agreement including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax. | Compliant | | |
| 83 | 6.03 | Cooperation By Developer. Developer will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder, and cause Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents therefor. | Compliant | | |
| 84 | 6.04 | Other Governmental Permits. Developer shall apply in a timely manner for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Project Site as may be required for the development of, or provision of services to, the Project. | Compliant | | |
| 85 | 6.05 | Developer Deposit. Developer previously delivered to the City the Developer Deposit in the amount of One Hundred Thousand Dollars ($100,000). The City may elect to hold the Developer Deposit in an interest-bearing account. Any interest accrued by the Developer Deposit will be returned to the Developer upon issuance of a Certificate of Completion unless subject to Section 6.18. Upon termination of this Agreement after a Developer Event of Default, the City shall be entitled to the entirety of the Developer Deposit as provided in Section 11. At the issuance of a Certificate of Completion for the office building, any funds remaining from the Developer Deposit shall be returned to the Developer. | See Comments/Action Items | Developer delivered the required deposit to the City in 2014. | |
| 86 | 6.06 | Overall Timing for Development of Project Site. Developer shall have up to two years from the earlier of (a) the date that the hotel proposed for the Hotel Site receives a certificate of occupancy or (b) January 1, 2020, in which to determine whether to develop the Office Site with an office building, consistent with the terms and conditions hereof. If Developer determines to develop the Office Site with an office building, then Developer shall provide written notice to the City Manager, with a copy to the City Attorney, of such determination and comply with the timeframes set forth in Sections 6.07-6.23. If Developer provides notice to the City Manager and City Attorney that Developer does not intend to develop the Office Site with an office building, or provides no notice, by the specified date, then Developer shall return ownership of the Office Site to the City, whether by grant deed or automatic reverter, at the City's sole option. Upon such reversion and vesting of title of the Office Site with the City, the City shall return the entirety of the $100,000 Developer Deposit. In addition, if the Developer does not pursue development of the Office Site, as set forth herein, any costs incurred by a Party in connection with this Agreement and the Improvements shall be completely borne by such Party and neither Party shall have any rights against or liability to the other, except for the delivery of plans and documents as set forth in Section 11.04 and pursuant to such provisions herein which would specifically survive in the situation of termination of this Agreement. | Compliant | Per Section 8.02 of the Amended and Restated DA, the Developer may seek City Manager approval of a Minor Amendment to provide additional time to determine whether to proceed with the Development. | |
| 87 | 1) | The office building shall include not less than sixty thousand (60,000) square feet of office space. | See Comments/Action Items | Compliance with this provision shall be determined upon receipt of the Conceptual Development Documents and Application for Applicable Land Use Approvals. | |
| 88 | 2) | City shall be entitled to 5,000 (five thousand) square feet of office space in the office building, plus $60 per square foot allowance for tenant improvements, increased annually, as of July 1, 2019, by the Consumer Price Index for the San Francisco Bay Area region; both at no cost to the City. City will pay its pro rata share of common area maintenance fees and taxes. | See Comments/Action Items | Compliance with this provision shall be determined upon receipt of the Conceptual Development Documents and Application for Applicable Land Use Approvals. | |
| 89 | 3) | Should Developer develop the Office Site with an urgent care facility or a project that the City, in its sole discretion, deems consistent with the City goals and direction for the Office Site, the City will be willing to negotiate a reduction in its 5,000 square feet of space. | See Comments/Action Items | Need for use of this provision shall be determined upon receipt of the Conceptual Development Documents and Application for Applicable Land Use Approvals. | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 90 | 6.07 | Conceptual Development Documents. No later than the date set forth in the Schedule of Performance, the Developer shall submit the Conceptual Development Documents for the Office Building and Office Building Improvements to the City for the City's review and approval. The City shall approve or disapprove the Conceptual Development Documents within sixty (60) days following submission, and, if not approved or disapproved within such sixty (60) day period, the Conceptual Development Documents shall be deemed approved. The City shall approve the Conceptual Development Documents if they are substantially consistent with the description of the Improvements set forth in the Scope of Development. If the City disapproves the submission, the City shall specify in writing the reasons for disapproval. Within sixty (60) days following notice of disapproval from the City, the Developer shall thereafter revise the Conceptual Development Documents so as to remove the reasons for disapproval and submit those revised Conceptual Development Documents to the City for approval. The City shall approve or disapprove the revised Conceptual Development Documents within sixty (60) days following submission, and if not disapproved within that sixty (60) day period, the revised Conceptual Development Documents shall be deemed approved. The process for revision and review shall be repeated until the City has approved the Conceptual Development Documents; provided, however that if the City's approval of the Conceptual Development Documents for the Improvements has not been obtained by the dates set forth in the Schedule of Performance then the City may terminate this Agreement pursuant to Section 11.02. | See Comments/Action Items | Per the Schedule of Performance in Exhibit C of the Amended and Restated DA, the Developer has until June 1, 2022 to submit the Conceptual Development Documents to the City for review and approval. As of October 4, 2019, the Documents had not yet been submitted. | |
| 91 | 6.08 | Application for Applicable Land Use Approvals. No later than the date set forth in the Schedule of Performance, the Developer shall apply to the City and any other relevant government agency for the Applicable Land Use Approvals for the Office Building and Office Building Improvements. All applications shall conform to the description of the Improvements set forth in Scope of Development, unless a variation has been previously approved by the City in writing. The applications shall include architectural elevations, and such other information as the City or relevant government agency may require. No later than the date set forth in the Schedule of Performance, the Developer shall have taken the steps necessary to obtain the Applicable Land Use Approvals. | See Comments/Action Items | Per the Schedule of Performance in Exhibit C of the Amended and Restated DA, the Developer has until December 31, 2022 to submit the Application for Applicable Land Use Approvals to the City. As of October 4, 2019, the Application had not yet been submitted. | |
| 92 | 6.09 | Construction Plans. The Developer shall prepare construction plans for the construction of the Office Building and the Office Building Improvements for the City's review and approval. The final construction plans for the Office Building and Office Building Improvements submitted by the Developer for City approval shall consist of all construction documentation upon which the Developer and its contractors shall rely in building the Improvements. Such construction plans shall include (without limitation) final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications (also known as "working drawings"). The construction plans shall be based upon the City approved Conceptual Development Documents and the Applicable Land Use Approvals and shall not materially deviate therefrom without the written consent of the City Manager. No later than the date set forth in the Schedule of Performance, the Developer shall complete and submit to the City the final construction plans for City review and approval. The City Engineer shall have forty-five (45) days from the date of the City's receipt of such constructions plans to either approve or disapprove the construction plans, and if not disapproved within that forty-five (45) day period, the submitted plans shall be deemed approved. If the City Engineer disapproves the construction plans, the City Engineer shall specify in writing the reasons for disapproval. Within thirty (30) days following notice of disapproval, the Developer shall thereafter revise the construction plans so as to remove the reasons for disapproval and submit those revised construction plans to the City for approval. The City Engineer shall approve or disapprove the revised plans within thirty (30) days following submission, and if not disapproved within that thirty (30) day period, the revised plans shall be deemed approved. The process for revision and review shall be repeated until the City Engineer has approved the construction plans; provided, however that if the City Engineer's approval of the construction plans for the Improvements has not been obtained by the dates set forth in the Schedule of Performance then the City may terminate this Agreement pursuant to 11.03. The Developer acknowledges that the City's right to review and approve the proposed construction plans are in addition to, and shall not be limited by, the City's obligation to review the Developer's proposed construction plans for consistency with applicable building code requirements. The Developer further acknowledges that the City shall have no obligation to approve such proposed plans in the event that the Developer fails to incorporate the City's reasonably requested changes or modifications to the proposed construction plans (even in the event that such requested changes or modifications exceed the minimum thresholds set forth in the applicable building code and have not been required by the City's building department).<br>As approved, these construction plans for the applicable component of the Improvements shall be referred to as the "Final Construction Plans". | See Comments/Action Items | Per the Schedule of Performance in Exhibit C of the Amended and Restated DA, the Developer has until September 30, 2023 to submit the Construction Plans to the City. As of October 4, 2019, the Construction Plans had not yet been submitted. | |
| 93 | 6.1 | Financing Plan. No later than the date set forth in the Schedule of Performance, the Developer shall submit for City approval evidence to the City Manager's satisfaction of the availability of the funds necessary to develop the Office Building and Office Building Improvements as set forth below (the "Financing Plan"). | See Comments/Action Items | Per the Schedule of Performance in Exhibit C of the Amended and Restated DA, the Developer has until September 30, 2023 to submit the Financing Plan to the City. As of October 4, 2019, the Financing Plan had not yet been submitted. | |
| 94 | 1) | Third-Party Financing. In the event the Developer intends to utilize any third-party financing, then the Financing Plan shall include: | Not Applicable (at this time) | Per the Schedule of Performance in Exhibit C of the Amended and Restated DA, the Developer has until September 30, 2023 to submit the Financing Plan to the City. As of October 4, 2019, the Financing Plan had not yet been submitted. | |
| 95 | a) | An estimate of the Developer's sources and uses, including a cost breakdown for costs of constructing the Improvements. The sources and uses shall include all assumptions for all debt and equity financing, shall show the timing of uses of each source of financing, and shall break down which expenses each source of financing is funding consistent with the terms of this Agreement. The sources and uses shall detail the amount of the development fee, and shall provide a proposed schedule of payments of the development fee based on performance milestones as to be mutually agreed to by the Developer and the City; | Not Applicable (at this time) | | |
| 96 | b) | A copy of a commitment to execute a construction contract(s) containing a guaranteed maximum cost for construction of the Improvements, which specifies the expected guaranteed maximum cost; | Not Applicable (at this time) | | |
| 97 | c) | A description of any joint ventures, limited liability companies or partnerships the Developer proposes to enter into in order to provide funds for construction of any component of the Improvements and acquisition of the Project Site including copies of the proposed joint venture, operating or partnership agreements; (provided, however, City approval of a financing plan does not constitute approval of any proposed joint venture which shall be subject to Section 9); | Not Applicable (at this time) | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 98 | d) | A copy of the commitment or commitments obtained by the Developer for loans to assist in financing the construction of the Improvements certified by the Developer to be a true and correct copy or copies thereof; and | Not Applicable (at this time) | | |
| 99 | e) | A certified financial statement or other financial statement in such form reasonably satisfactory to the City evidencing other sources of capital sufficient to demonstrate that the Developer has adequate funds available and is committing such funds to cover the difference, if any, between costs of development and construction of the Improvements and acquisition of the Project Site and the amount available to the Developer from external sources. | Not Applicable (at this time) | | |
| 100 | 2) | Developer Financing. In the event the Developer intends to finance the development of the Development with the Developer's own funds, and will not utilize any third-party financing, then the Financing Plan shall consist of a letter from a reputable financial institution, reasonably acceptable to the City, stating that the Developer has currently available funds or assets to pay for all costs necessary for the development of the Development, substantially in the form attached as Exhibit D. The Developer hereby authorizes the City to contact the financial institution providing such documentation to the City to verify, or otherwise confirm, the Developer's ability to develop the Development and the Developer hereby agrees to provide such additional documentation and execute such additional agreements necessary for the City to determine the Developer's financial condition with the Developer's financial institution. To the extent permitted under applicable law, the City shall keep any financial information obtained confidential. | Not Applicable (at this time) | | |
| 101 | 3) | City Review of Financing Plan. Upon receipt by the City of the proposed Financing Plan, the City shall promptly review the Financing Plan and shall approve or disapprove it within thirty (30) days after submission if it conforms to the provisions of this Agreement. The City's review of the Financing Plan shall be limited to (i) determining if the contemplated financing will be reasonably available, (ii) determining if the financing contemplated in the Financing Plan would provide sufficient funds to undertake and complete the development and construction of the Improvements, and (iii) determining if the Financing Plan is consistent with the terms of this Agreement. If the Financing Plan is not approved by the City, the City shall notify the Developer in writing of the reasons therefor. The Developer shall thereafter resubmit a revised Financing Plan to the City for its approval within fifteen (15) days after the City's notification of disapproval. The City will either approve or disapprove the revised Financing Plan within thirty (30) days after resubmission by the Developer, and if disapproved, this Agreement may be terminated pursuant to Section 11 below. The Parties agree that notwithstanding the time requirements set forth in this Section for submission and resubmission to the City by the Developer of a proposed Financing Plan and review and approval of the Financing Plan by the City, the Developer is responsible for assuring that a Financing Plan, in approvable form, is submitted to the City in a timely manner such that the City may have the time permitted by this Section to review and approve a Financing Plan no later than the date set forth in the Schedule of Performance. In the event that the Developer desires to redevelop the Project Site in phases, then, as a condition, the City may require the Developer to submit an updated Financing Plan for the applicable component of the Improvements subject to the requirements of this Section. Prior to the recordation of the Certificate of Completion for all components of the Improvements, any material change, modification, revision or alteration of the approved Financing Plan must first be submitted to and approved by the City for conformity to the provisions of this Agreement. If not so approved, the approved Financing Plan shall continue to control. | Not Applicable (at this time) | | |
| 102 | 6.11 | Building Permits. No later than the date set forth in the Schedule of Performance, the Developer shall apply to the City, and thereafter diligently pursue and obtain building and construction permits for construction of the Office Building and Office Building Improvements no later than the date set forth in the Schedule of Performance. In the event that the Developer is unable to obtain the building permits by such dates, then such failure shall constitute a Developer Event of Default pursuant to Section 11.03. | See Comments/Action Items | Per the Schedule of Performance in Exhibit C of the Amended and Restated DA, the Developer has until March 31, 2024 to submit Building Permits to the City. As of October 4, 2019, Building Permits had not yet been submitted. | |
| 103 | 6.12 | Construction Contracts. The Developer shall enter into Construction Contracts only with licensed contractors having the reputation, experience, skill and financial capability and qualifications for serving as a contractor on first-class construction projects of similar magnitude in Northern California. The contracts shall provide for the work to be performed for fixed and specified maximum amounts or allowances pursuant to the approved Final Construction Plans and the Financing Plan. Within five (5) Business Days following the issuance of the Building Permits for any component of the Office Building and Office Building Improvements, the Developer shall submit a copy of each proposed Construction Contract(s) for such component to the City Manager or his or her designee, for the sole and limited purposes of determining: (i) that the amount of the cost of work is consistent with the amount set forth in the approved Financing Plan, if applicable, for such work; (ii) that the proposed contractor is a reputable licensed contractor; and (iii) that the covenants as to Equal Opportunity in Construction and Prevailing Wages set forth in Section 6.18 of this Agreement have been met. Unless the City Manager, or a designee, notifies the Developer in writing within ten (10) days after submitting the contract(s) that the contract has been disapproved because it does not meet the requirements of this Section 6.12, it shall be deemed approved. The Developer shall not rely on the City's approval of the Construction Contract(s) as a representation regarding the enforceability or business advantage of the Construction Contract(s). City approval shall merely constitute satisfaction of the condition set forth in this Section 6.11. | See Comments/Action Items | Per the Schedule of Performance in Exhibit C of the Amended and Restated DA, the Developer has until March 31, 2024 to enter into Construction Contracts to the City. As of October 4, 2019, the Developer had not yet entered into Contracts. | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 104 | 6.13 | Payment and Performance Bonds. No later than the date set forth in the Schedule of Performance, the Developer shall deliver to the City forms of one (1) labor and material bond and one (1) performance bond for the Improvements issued by a reputable insurance company licensed to do business in California and reasonably acceptable to the City Manager and City Attorney, each in a penal sum of not less than one hundred percent (100%) of the scheduled cost of construction of the Improvements for the City's review and approval. The bonds shall name the City as co-obligee. Upon receipt by the City of the proposed payment and performance bonds, the City shall promptly review such bonds and approve them within ten (10) days if they satisfy the criteria set forth above, and include any other modification reasonably requested by the City. If the payment and performance bonds are not approved by the City, the City shall set forth in writing and notify the Developer of the City's reasons for withholding such approval. The Developer shall thereafter submit revised payment and performance bonds for City approval, which approval shall be granted or denied in ten (10) days in accordance with the criteria and procedures set forth above. Failure of the City to respond within the ten (10)-day period(s) set forth above shall be deemed approval by the City. Prior to construction, the Developer shall deliver to the City copies of actually issued bonds substantially identical to the forms previously delivered to, and approved by, the City. The Developer may elect to satisfy the obligation set forth in this Section by delivering bonds which name the Developer's general contractor(s), and not the Developer, as the principal. If such bonds are not received within the time set forth above, this Agreement may be terminated by the City pursuant to Section 11. | Not Applicable (at this time) | | |
| 105 | 6.14 | Insurance. Within ten (10) days following the satisfaction of all conditions to issuance of a building permit for the Office Building Improvements, the Developer shall submit to the City evidence satisfactory to the City that the insurance requirements of Section 19 of this Agreement have been satisfied. | Not Applicable (at this time) | | |
| 106 | 6.15 | Parcel Map; Reconfiguration of Site. Developer has completed and recorded a lot line adjustment affecting the existing parcels as shown in Exhibit A-4. | Compliant | | |
| 107 | 6.16 | Evidence of Availability of Funds. All financing necessary to construct the applicable component of the Office Building or Office Building Improvements, as approved by the City in the Financing Plan, shall be closed by the Developer prior to, or simultaneously with, the start of construction of the Office Building or Office Building Improvements. | Not Applicable (at this time) | Per the Schedule of Performance in Exhibit C of the Amended and Restated DA, the Developer has until September 30, 2023 to submit the Financing Plan to the City. As of October 4, 2019, the Financing Plan had not yet been submitted. | |
| 108 | 6.17 | Organizational Documents; Resolutions. Prior to construction of the Office Building or Office Building Improvements, the Developer shall deliver to the City a copy of the Developer's complete organizational documents, a certificate of good standing from the California Secretary of State (dated no more than thirty (30) days prior to construction of the Office Building or Office Building Improvements), and a corporate resolution authorizing the execution of this Agreement. | Not Applicable (at this time) | | |
| 109 | 6.18 | Additional Conditions Related to Hotel Development. Developer agrees to cooperate with the City's efforts relating to development of a hotel on the Project Site. | See Comments/Action Items | The developer has been very cooperative with the City relative to the hotel development. They are currently working with the hotel developer to deed a portion of their property to accommodate mutually beneficial parking amenities. | |
| 110 | − 6.19 | Construction of the Improvements. | | | |
| 111 | 1) | Commencement of Construction. Subject to extension of time for enforced delay pursuant to Section 10.01 or any delay caused solely by the City, the Developer shall commence construction of the Office Building and Office Building Improvements no later than the date set forth in the Schedule of Performance. | See Comments/Action Items | Per the Schedule of Performance in Exhibit C of the Amended and Restated DA, the Developer has until March 31, 2024 to commence construction. As of October 4, 2019, the Developer had not yet commenced construction. | |
| 112 | 2) | Completion of the Construction of the Improvements. Subject to extension of time for enforced delay pursuant to Section 10.01 below, the Developer shall diligently prosecute to completion the construction of the Office Building and Office Building Improvements no later than the date set forth in the Schedule of Performance. | See Comments/Action Items | Per the Schedule of Performance in Exhibit C of the Amended and Restated DA, the Developer has until June 30, 2025 to complete construction. As of October 4, 2019, the Developer had not yet commenced construction. | |
| 113 | 3) | Payment of Construction Costs. The Developer shall be solely responsible for all costs associated with the construction of the Office Building and Office Building Improvements in accordance with this Agreement and the Final Construction Plans. | Not Applicable (at this time) | | |
| 114 | 4) | Construction Pursuant to Plans. Unless modified by operation of this Section, all work of construction and development of the Office Building and Office Building Improvements therein shall be done in accordance with the approved Final Construction Plans. | Not Applicable (at this time) | | |
| 115 | 5) | Material Change in Plans. The Developer shall construct the Office Building and Office Building Improvements in accordance with the Final Construction Plans and the Applicable Land Use Approvals set forth in Section 6.08. The Developer shall notify the City in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the approved Final Construction Plans. A written change order authorized by the City must be obtained before any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Improvements as provided for in the approved Final Construction Plans. If the City does not approve or disapprove a proposed change order within five (5) Business Days after receipt, then the change order shall be deemed authorized. Consent to any additions, changes, or deletions to the work shall not relieve or release the Developer from any other obligations under this Agreement. No change order shall be implemented by the Developer or the general contractor without the prior written approval of the City; provided, however, that a change order necessitated by an emergency construction situation, such as unexpected soils conditions or any emergency engendering health, life or property, may be made without City consent, so long as the Developer provides the City with immediate notification by telephone or fax, and provides the City with the reason for and cost of such emergency change order. | Not Applicable (at this time) | | |
| 116 | 6) | Progress Reports. Until the completion of construction of all of the Office Building and Office Building Improvements evidenced by the City's issuance of the Certificate of Completion for the Improvements, the Developer shall provide quarterly written reports regarding construction progress in such detail as the City may reasonably require. | Not Applicable (at this time) | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 117 | 7) | Equal Opportunity. During the construction of the Office Building and Office Building Improvements there shall be no discrimination on the basis of race, color, creed, age, religion, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in the construction work. The Developer and its contractors, employees and agents shall comply with all state laws, including all equal opportunity and fair employment law and regulations applicable to the Improvements. Moreover, the Developer, by and through its construction contractor(s), shall give preference, to the extent practicable, for employment to those individuals residing within the geographical area governed by the City. | Not Applicable (at this time) | | |
| 118 | 8) | Prevailing Wages. The Developer shall, and shall cause the contractor and subcontractors to pay prevailing wages in the construction of the Office Building and Office Building Improvements as those wages are determined pursuant to Labor Code Sections 1720 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR") and comply with the other applicable provisions of Labor Code Sections 1720 et seq., including but not limited to the hiring of apprentices as required by Labor Code Sections 1775 et seq., and the implementing regulations of the DIR. The Developer shall, and shall cause the contractor and subcontractors to, keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code Sections 1720 et seq., and that apprentices have been employed as required by Labor Code Section 1777.5 et seq., and immediately upon request shall deliver certified payrolls in compliance with Labor Code Sections 1720 et seq. to the City. The Developer's failure to deliver, or cause the delivery of, such certified payrolls to the City in accordance with this Section 6.18 shall constitute a Developer Event of Default. Copies of the currently applicable per diem prevailing wages are available from the DIR. During the construction of the Office Building and Office Building Improvements, the Developer shall or shall cause the contractor to post at the Project Site the applicable prevailing rates of per diem wages. The Developer shall indemnify, hold harmless and defend (with counsel reasonably selected by the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Developer, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to hire apprentices in accordance with Labor Code Sections 1777.5 et seq., and the implementing regulations of the DIR or comply with the other applicable provisions of Labor Code Sections 1720 et seq., and the implementing regulations of the DIR in connection with construction of the Improvements, or any other work undertaken or in connection with the Project Site. The obligations set forth in this Section 6.18 shall apply to the construction of the Office Building and Office Building Improvements and the initial construction of all tenant improvements within all portions of the Office Building and Office Building Improvements. Following the construction of the initial tenant improvements within all portions of the Office Building and Office Building Improvements, the obligations set forth herein shall terminate; provided, however, the Developer's indemnity obligation shall remain in effect and shall survive the termination or expiration of this Agreement. | Not Applicable (at this time) | | |
| 119 | 9) | Development In Compliance With Law. The Developer shall cause all construction to be performed in compliance with (a) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after the payment of all applicable fees, procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and the Developer shall be responsible to the City for the procurement and maintenance thereof, as may be required of the Developer and all entities engaged in work on the applicable portion of the Project Site. | Not Applicable (at this time) | | |
| 120 | 10) | Construction Responsibilities. The Developer shall coordinate and schedule the construction work to be performed so that commencement and completion of the construction will take place in accordance with this Agreement. At all times during the construction of the Development, the Developer shall provide vehicular and pedestrian access to the public library adjacent to the Project Site; provided, however, the Developer may change the specific access to such library, during the course of construction of the Office Building and Office Building Improvements, in accordance with the Applicable Land Use Approvals and/or the Building Permit. The Developer shall be solely responsible for all aspects of the Developer's conduct in connection with the construction of the Office Building and Office Building Improvements, including (but not limited to): (i) the quality and suitability of the Final Construction Plans, (ii) the supervision of construction work, (iii) the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers, and (iv) the means, methods, or techniques utilized by the Developer or any party under direct or indirect control of the Developer. Any review or inspection undertaken by the City with reference to the Project Site, the Office Building and Office Building Improvements is solely for the purpose of determining whether the Developer is properly discharging its obligations to the City, and shall not be relied upon by the Developer or by any third parties as a warranty or representation by the City as to the quality of the design or construction of the Improvements. | Not Applicable (at this time) | | |
| 121 | ⊟ 11) | Mechanics Liens, Stop Notices, and Notices of Completion. | | | |
| 122 | a) | If any claim of lien is filed against any portion of the Project Site or a stop notice is served on any other lender or other third party in connection any portion of the Project Site, the Office Building and Office Building Improvements, then the Developer shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the City a surety bond in sufficient form and amount, or provide the City with other assurance satisfactory to the City that the claim of lien or stop notice will be paid or discharged. | Not Applicable (at this time) | | |
| 123 | b) | If the Developer fails to discharge any lien, encumbrance, charge, or claim in the manner required in Section 6.18.11(a), then in addition to any other right or remedy, the City may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at the Developer's expense. Alternately, the City may require the Developer to immediately deposit with the City the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against the Developer. | Not Applicable (at this time) | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 124 | c) | The Developer shall file a valid notice of cessation or notice of completion upon cessation of construction on the Office Building and Office Building Improvements for a continuous period of thirty (30) days or more, and take all other reasonable steps to forestall the assertion of claims of lien against any portion of the Project Site. The Developer authorizes the City, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in any portion of the Project Site, and the Improvements. | Not Applicable (at this time) | | |
| 125 | 12) | Certificate of Completion. Promptly after completion of the Office Building and Office Building Improvements in accordance with those provisions of this Agreement relating solely to the obligations of the Developer to construct the Improvements (including the dates for beginning and completion thereof), the City will provide a Certificate of Completion for the Development. Such certification shall be conclusive determination that certain covenants in this Agreement with respect to the obligations of the Developer to construct the Office Building and Office Building Improvements (excluding the Developer's obligation set forth in Section 6.18.8) and the dates for the beginning and completion thereof have been met. Such certification shall be in such form as reasonably determined by the City. Such certification and determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a deed of trust securing money loaned to finance the Improvements or any part thereof and shall not be deemed a notice of completion under the California Civil Code. | Not Applicable (at this time) | | |
| 126 | 13) | Construction of Public Improvements. In connection with the construction of the Office Building and Office Building Improvements, the Developer shall, or shall cause, the construction of all public improvements required by the Applicable Land Use Approvals, including, but not limited to a pedestrian and bicycle path along the southern boundary of the Project Site. Developer hereby acknowledges that such public improvements have been constructed by the City. Developer, at the City's sole discretion, will either reimburse the City for Developer's pro-rata share of the already constructed public improvements in the amount of One Hundred Eight Thousand, Five Hundred Fifty-Six Dollars and Twelve Cents ($108,556.12) (the "Public Improvement Amount") or construct or cause the construction of a public improvement in an amount equal to the Public Improvement Amount. | Not Applicable (at this time) | | |
| 127 | 6.2 | Continuing Covenants | | | |
| 128 | 1) | Nature of Obligations. Throughout the Term, the covenants set forth in this Section, shall be continuing covenants of Developer and its successors and assigns with respect to the Project Site. | Compliant | | |
| 129 | a) | General Use and Maintenance. The Developer agrees to use the Project Site for the specific purpose of developing and operating the Improvements as set forth in this Agreement and the Applicable Land Use Approvals, and shall maintain the Project Site and the Improvements in good repair and in a neat clean and orderly condition and in full compliance with this Agreement, and all applicable local, state, and federal laws and regulations. If there arises a condition in contravention of this Section , and if the Developer has not cured such condition within thirty (30) days after receiving City notice of such a condition (or within a reasonable period of time, but in no event to exceed sixty (60) days, if such cure cannot be completed within said thirty (30) day period), then in addition to any other rights available to the City, the City shall have the right to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Project Site. | Compliant | | |
| 130 | b) | Office Building. The Parties acknowledge that the quality and mix of tenants in the Office Building are important to the overall success of the Office Building and is important to the City in order to maintain the quality and character of the Office Building consistent with the goals and objectives of the City. To that end, the Parties agree that, to the extent a Party selects or approves tenants, subtenants, or assignees, the Office Building shall be operated in a manner consistent with a "Class A" office building and that in selecting tenants or subtenants for the Office Building certain uses shall be prohibited and shall not be allowed under any circumstances. Prohibited uses include any use which emits a noxious or obnoxious odor, dust, vibration, noise or sound which can be heard or smelled outside any space within the Office Building; any operation primarily used as a wholesale or warehouse operation and any assembling, refining, smelting, agricultural or mining operation; any second hand store, thrift store, surplus store or flea market; any fire sale, bankruptcy sale (unless under court order) or auction house operation; any central laundry, dry cleaning plant, or laundromat; any recycling facility except as required by law; any business where the primary enterprise is the sale of liquor or beer for off premise consumption; any adult oriented establishments whether for sale, rent or on-site use or viewing including adult book stores/adult cabaret/adult motion picture theater/or adult arcade; any theater of any type, any day spa, any church, or house of worship, any veterinary hospital or kennel or similar animal-related uses; any establishments for sale or rent of funerary supplies, mortuary or related activities or services; any manufacturing facility; any facility for repair of any appliances or other products; any establishments for the sale, storage, rental, and/or servicing of vehicles and vehicle parts; any facility using/storing or treating Hazardous Materials or facility for rent or storage spaces or for warehousing; any facility for the housing of passive components such as digital switching units; any sale of firearms, guns or explosives; any sale of military or security supplies or surplus; any massage parlor; any card room, fortune teller, any tattooing or body piercing parlors; any sale of drug paraphernalia or supplies; any ice dispenser; any feeding center; and any storage facility. | Compliant | | |
| 131 | 2) | Hazardous Materials. | | | |
| 132 | a) | Covenants. | | | |
| 133 | i) | No Hazardous Materials Activities. The Developer hereby represents and warrants to the City that the Developer shall not cause or permit any portion of the Project Site or the Improvements thereon to be used as a site for the use, generation, manufacture, storage, treatment, release, discharge, disposal, transportation or presence of any Hazardous Materials. | Compliant | | |
| 134 | ii) | Hazardous Materials Laws. The Developer shall comply and cause the Project Site and the Improvements thereon to comply with Hazardous Materials Laws, including without limitation, those relating to soil and groundwater conditions. | Compliant | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 135 | iii) | Notices. The Developer shall immediately notify the City in writing of: (i) the discovery of any Hazardous Materials on or under any portion of the Project Site; (ii) any knowledge by the Developer that any portion of the Project Site does not comply with any Hazardous Materials Laws; (iii) any claims or actions pending or threatened against the Developer, any portion of the Project Site, or the Improvements by any governmental entity or agency or any other person or entity relating to Hazardous Materials or pursuant to any Hazardous Materials Laws (collectively "Hazardous Materials Claims"); and (iv) the discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Project Site, that could cause any portion of the Project Site, or any part thereof to be designated as "border zone property" under the provisions of California Health and Safety Code Sections 25220, et seq., or any regulation adopted in accordance therewith. | See Comments/Action Items | As of October 4, 2019, the City has not received Notices from the Developer relative to discovery of any Hazardous Materials. | |
| 136 | iv) | Remedial Action. The Developer shall immediately take, at Developer's sole expense, all remedial action required by any Hazardous Materials Laws or any judgment, consent decree, settlement or compromise with respect to any Hazardous Materials Claims. | Not Applicable (at this time) | | |
| 137 | v) | Environmental Indemnity. Without limiting the generality of the indemnity set forth in Section 18, the Developer shall indemnify and hold harmless the City and their respective board members, council members, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability they may incur directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, or disposal by the Developer or its contractors, subcontractors, tenants, agents, employees, and licensees of Hazardous Materials on, under, or about any portion of the Project Site, or the Improvements, including without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup or detoxification of the Project Site, or the Improvements, and the preparation and implementation of any closure, remedial or other required plans; and (iii) all reasonable costs and expenses incurred by the City in connection with clauses (i) and (ii), including but not limited to reasonable attorney's fees, excluding therefrom the extent to which the City, or the City, or their respective board members', officers', officials', employees' or agents' acts or omissions caused or led to any claims, losses, liabilities, and damages as determined by the application of comparative fault principles as applied by the courts of the State of California. This obligation to indemnify shall survive termination of this Agreement. | Compliant | | |
| 138 | 4) | Taxes and Assessments. The Developer shall pay when due all real property taxes and assessments assessed and levied on the Project Site and the Improvements, and shall remove any lien or attachment made on the Project Site or the Improvements. | Not Applicable (at this time) | | |
| 139 | 5) | Changes. The Developer shall promptly notify the City in writing of any changes in the location of any place of business or tangible material assets of the Developer, and of any other change in fact or circumstance represented or warranted at any time by the Developer to the City. | See Comments/Action Items | As of October 4, 2019, the City has not received Notices from the Developer relative to changes. | |
| 140 | 6) | Mitigation Measures. The Developer shall perform and observe the mitigation measures applicable to the Project Site and the Improvements and the Public Improvements, if any, as set forth in the Applicable Land Use Approvals. | Not Applicable (at this time) | | |
| 141 | 7) | Notification of Litigation. The Developer shall promptly notify the City in writing of (a) any litigation that (1) affects the Developer or any portion of the Project Site and (2) would materially adversely affect the Developer's capacity to perform its obligations under this Agreement, and (b) any claims or disputes that involve a material risk of litigation that would materially adversely affect the Developer's capacity to perform its obligations under this Agreement. | See Comments/Action Items | As of October 4, 2019, the City has not received any Notification of Litigation from the Developer. | |
| 142 | ⊟ 8) | Sales and Use Tax Allocations. | | | |
| 143 | a) | The Developer shall require that its contractors and subcontractors exercise their option to obtain a Board of Equalization sub permit for the jobsite and allocate all eligible use tax payments to the City. Prior to beginning the construction of the Improvements, the Developer shall require that its contractor and subcontractors provide the City with either a copy of the sub permit or a statement that use tax does not apply to their portion of the job | Not Applicable (at this time) | | |
| 144 | b) | The Developer shall review the direct payment process established under California Revenue and Taxation Code 7051.3 and, if eligible, use the permit so that the local share of its use tax payments is allocated to the City. The Developer shall provide the City with either a copy of the direct payment permit or a statement certifying ineligibility to qualify for the permit. The Developer shall further work with the City to inform all commercial tenants and operators of the Improvements about the direct payment permit process and require their participation if qualified. | Not Applicable (at this time) | | |
| 145 | ⊟ 6.21 | Financial Obligations | | | |
| 146 | 1) | Landscape and Lighting. Developer agrees that the Project Site will be subject to the City's existing Lighting and Landscaping District, as established pursuant to City Resolution No. 88-7324. Developer shall take the steps necessary, as determined by the City Manager and City Attorney, to annex the Project Site into the City's existing Lighting and Landscaping District prior to issuance of any permits for the Project Site. | See Comments/Action Items | This provision shall be implemented prior to issuance of building permits. | |
| 147 | 2) | Police CFD. Developer agrees to cooperate with City's efforts to annex the Project Site into City of Pittsburg Community Facilities District No. 2004-01, as adopted pursuant to Resolution No. 04-10071 (the "Police Services District") in order to fund police services made necessary by the Project. Developer shall take the steps necessary, as determined by the City Manager and City Attorney, to annex the Project Site into the City's Police Services District prior to issuance of any permits for the Project Site. | See Comments/Action Items | This provision shall be implemented prior to issuance of building permits. | |
| 148 | 3) | Fire District CFD. Developer agrees to cooperate with City's efforts to annex the Project Site into Contra Costa County Fire Protection Community Facilities District, to be established by the Contra Costa County Fire Protection District (the "Fire Services District") in order to fund fire services made necessary by the Project. Developer shall take the steps necessary, as determined by the City Manager and City Attorney, to annex the Project Site into the City's Fire Services District prior to issuance of any permits for the Project Site. | See Comments/Action Items | This provision shall be implemented prior to issuance of building permits. | |
| 149 | 4) | Property Taxes. Developer shall not seek to reduce the Project Site's assessed value with the Contra Costa County Assessor or State Board of Equalization. | Not Applicable (at this time) | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 150 | 5) | eBART CFD. Developer agrees to cooperate with City's efforts to annex the Project Site into proposed City of Pittsburg Community Facilities District No. 2014-01 for the Railroad Avenue Specific Plan Area (the "eBART District"), to be established by the City in order to finance the construction of the eBART Railroad Avenue Station. Developer shall take the steps necessary, as determined by the City Manager and City Attorney, to annex the Project Site into the City's eBART District prior to issuance of any permits for the Project Site. | See Comments/Action Items | This provision shall be implemented prior to issuance of building permits. | |
| 151 | 6.22 | Business License. At all times, the Developer, its contractors and subcontractors are required to maintain an active business license with the City. | Not Applicable (at this time) | | |
| 152 | 6.23 | Continuing Obligations. Notwithstanding any other provision of this Agreement, Developer's obligations under Section 6, inclusive, shall constitute a continuing obligation and bind Developer, its successors and/or assigns as long the Project exists. Developer's obligations under Section 6 shall survive this Agreement's termination and continue in full force and effect until the Project ceases and all entitlements are vacated. Failure by Developer of any of the obligations listed in this Section 6 will constitute a Default under Section 11. | Compliant | | |
| 153 | **Section 7. Obligations of City** | | | | |
| 154 | | In consideration of Developer entering into this Agreement, City has agreed to the following with respect to the development of the Project Site: | | | |
| 155 | 7.01 | Processing. Upon satisfactory completion by Developer 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 and the development by Developer of the Project Site in accordance with the provisions of this Agreement including, but not limited to, the following: | Not Applicable (at this time) | | |
| 156 | a) | the holding of all required public hearings; and | Not Applicable (at this time) | | |
| 157 | b) | the processing and approval of all Ministerial Approvals and related matters as necessary for the completion of the development of the Project. In this regard, Developer will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder as required by the Existing Rules and shall cause Developer's planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefor as required by the Existing Rules. | Not Applicable (at this time) | | |
| 158 | 7.02 | Standard of Review. The rules, regulations and policies that apply to any Ministerial Approvals which must be secured prior to the construction of any portion of the Project shall be the Existing Rules. Any Ministerial Approval, including without limitation a building permit, shall be approved by the City within a reasonable period of time after application is made therefor. | Not Applicable (at this time) | | |
| 159 | **Section 8. Amendments** | | | | |
| 160 | 8.01 | 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 Exhibits or Schedules attached hereto including the terms of the Project Description attached hereto as Exhibit B. Approval of any Major Amendment shall require a noticed hearing and must be authorized by formal action of the City Council. | See Comments/Action Items | The Amended and Restated DA approved by City Council on November 5, 2018 was the most recent Major Amendment to the original DA recorded on December 9, 2015. | |
| 161 | 8.02 | 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 Exhibits or Schedules attached hereto, including the terms of the Project Description attached hereto as Exhibit B. Minor Amendments may be approved by the prior written consent of the Manager. | Not Applicable (at this time) | | |
| 162 | 8.03 | Discretion of Manager. The Manager has the sole discretion to determine whether any proposed change, modification, or deviation is a Major Amendment or Minor Amendment for purposes of this Agreement. The Manager's determination as to the status of any Major or Minor Amendment is final. The Manager also may, at his/her discretion, determine that a Minor Amendment shall be reviewed and acted upon by the City Council and not by the Manager. | Compliant | | |
| 163 | **Section 9. Transfers and Assignments** | | | | |
| 164 | 9.01 | City's Intent. Developer has demonstrated, and the City finds that Developer possesses, the experience, reputation and financial resources to develop and maintain the Project Site in the manner contemplated by this Agreement. It is because of such qualifications, which assure the development of the Project Site to a high quality standard contemplated by the General Plan that the City is entering into this Agreement. Accordingly, restrictions on the right of Developer to assign or transfer the rights and privileges contained in this Agreement are necessary in order to assure the achievement of the objectives of the City's General Plan and this Agreement. | See Comments/Action Items | As of October 4, 2019, there has been no need to exercise the provisions of Section 9. | |
| 165 | 9.02 | Transfers Prohibited. The limitations on Transfers set forth in this Article 9 shall apply from the Effective Date until the issuance of the final Certificate of Completion for the Improvements. The Developer shall not make or create any Transfer, either voluntarily or by operation of law, without the prior written approval of the City Manager, which may be granted or denied in the City's sole discretion. Any Transfer made in contravention of this Section 9.02 shall be void and shall be deemed to be a Developer Event of Default, whether or not the Developer knew of or participated in such Transfer. The City shall not withhold approval of a Transfer of (i) a security interest in the Project Site through a Security Financing Interest for the benefit of a lender making a loan identified in the approved Financing Plan; (ii) all or a portion of the Project Site to an entity Controlled by the Developer, provided such entity delivers to the City its organizational documents and any other documentation reasonably requested by the City to demonstrate such control by the Developer, and executes an assignment and assumption agreement, in a form provided by the City, and such other documentation reasonably requested by the City to evidence the transfer of the Developer's obligations under this Agreement to such entity; or (iii) the leasing of the Office Building by the Developer to third-party tenants in the ordinary course of the Developer's business and in accordance with Section 6.20. | Not Applicable (at this time) | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 166 | 9.03 | Restriction on Assignment Does Not Constitute an Unreasonable Restraint on Alienation. Developer agrees that the restriction on its right to transfer any of its rights or interests under this Agreement is not repugnant or unreasonable in that such a restriction is a material inducement to the City to enter into this Agreement since the restriction reserves for the City the power to prevent the transfer of any of the rights and obligations hereunder to an unreliable third party. | Not Applicable (at this time) | | |
| 167 | 9.04 | Request Procedure. City shall administer the provisions of this Section through its City Manager. Developer shall notify the Manager in writing of its request for City's consent to an assignment or transfer under this Section. | Not Applicable (at this time) | | |
| 168 | 9.05 | Additional Information. Upon receipt of a request for an assignment or transfer under this Section, the City Manager shall have the authority to require the production of additional information relating to the qualifications of the proposed assignee or transferee from Developer. Developer shall promptly furnish any and all information required under this Section as the City considers Developer's request for consent to the proposed assignment or transfer. | Not Applicable (at this time) | | |
| 169 | 9.06 | Approval of Assignment. The City Manager may, at his or her discretion, approve of the assignment or transfer in writing, deny the assignment or transfer, or refer the matter to the City Council for action. In the event the City Manager determines that the assignment or transfer should be acted upon by the City Council, the City Manager shall notify Developer in writing of the need for City Council authorization. The City Council shall thereafter consider the proposed assignment or transfer. The proposed assignment or transfer may be approved or denied by formal action of the City Council. | Not Applicable (at this time) | | |
| 170 | 9.07 | Notice of Proposed Assignment. Developer must provide City with adequate evidence that the proposed assignee, buyer or transferee is qualified using the standards and conditions described in this Section, and ability to comply with these standards and conditions will be the test of reasonableness. | Not Applicable (at this time) | | |
| 171 | − 9.08 | Conditions and Standards. The conditions and standards referred to above are as follows: | Not Applicable (at this time) | | |
| 172 | 1) | Such assignee or transferee possesses the experience, reputation and financial resources to cause the Project Site to be developed and maintained in the manner contemplated by the City's General Plan and this Agreement; | Not Applicable (at this time) | | |
| 173 | 2) | Such assignee or transferee enters into a written assumption agreement, in form and content satisfactory to the City Attorney, expressly assuming and agreeing to be bound by the provisions of this Agreement; | Not Applicable (at this time) | | |
| 174 | 3) | Such assignment or transfer will not impair the ability of City to achieve the objectives of its General Plan and this Agreement; | Not Applicable (at this time) | | |
| 175 | 9.09 | Financing Exemption. Mortgages, deeds of trust, sales and leasebacks, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Project Site are permitted without the consent of the City, provided the City receives prior notice of such financing (including the name and address of the lender and the person or entities acquiring any such secured interest) and Developer retains over fifty percent (50%) of the legal or equitable interest in the Project Site and remains fully responsible hereunder. The words "mortgage" and "deed of trust," as used herein, include all other appropriate modes of financing real estate acquisition, construction and land development. | Not Applicable (at this time) | | |
| 176 | 9.1 | Notice of Assignment. Upon receiving approval of an assignment, Developer shall provide City with written notice of such assignment and as part of such notice the assignee must execute and deliver to City an assumption agreement in which the name and address of the assignee is set forth and the assignee expressly and unconditionally assumes the obligations of all the provisions set forth in the Agreement. | Not Applicable (at this time) | | |
| 177 | 9.11 | Unapproved Assignments. If City makes the determination not to consent to the assignment or transfer of the rights and privileges contained in this Agreement, and Developer conveys the Project Site to a third party, in whole or in part, Developer shall remain liable and responsible for all of the duties and obligations of this Agreement. | Not Applicable (at this time) | | |
| 178 | − **Section 10. Delays in Performance** | | | | |
| 179 | 10.01 | Permissible Delays. In addition to any other provisions of this Agreement with respect to delay, Developer and City shall be excused for performance of their obligations hereunder during any period of reasonable delay caused by acts of God or civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party. A Party seeking excuse from performance under this section shall provide written notice to the other Party within seventy-two (72) hours of the event preventing or delaying performance. Such notice shall include (1) a request for extension of performance, (2) specific reasons the event qualifies as an excusable delay in or prevention of performance under this section and (3) an estimate of the duration of any delay. The Party receiving a notice properly made under this section shall have seven (7) days to provide a written response approving the request, in whole or in part, or denying the request and stating that the delay or prevention of performance will constitute an event of default. | See Comments/Action Items | As of October 4, 2019, there has been no need to exercise the provisions of Section 10. | |
| 180 | 10.02 | Third Party Actions. Any court action or proceeding brought by any third party to challenge this Agreement, or any other permit or approval required from City or any other governmental entity for development or construction of all or any portion of the Project, whether or not Developer is a party to or real party in interest in such action or proceeding, shall constitute a Permitted Delay under this Section. | Not Applicable (at this time) | | |
| 181 | 10.03 | Notice of Permissible Delays. If written notice of such delay is given to either party within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon. | Not Applicable (at this time) | | |
| 182 | − **Section 11. Default** | | | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 183 | 11.01 | Events of Default. Subject to any extensions of time by mutual consent in writing, and subject to the provisions of the Section regarding Permitted Delays, 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 reasonably be 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. The nonperformance of a material provision of the Mitigation Monitoring Program shall constitute an event of default under this Agreement; provided, however, that the City shall have given Developer notice of such event and a prospective opportunity to cure, within the cure period described herein. The nonperformance of a provision of the Mitigation Monitoring Program that would not otherwise be considered material, as reasonably determined by the City, may become material if such provision is consistently repeated or ignored after several requests to address such matter from the City or representative thereof. | See Comments/Action Items | As of October 4, 2019, there has been no need to exercise the provisions of Section 11. | |
| 184 | ⊟ 11.02 | No Fault of City. | | | |
| 185 | 1) | No Fault of City. At any time following the second (2nd) anniversary of the Effective Date, the City may terminate this Agreement by providing a written notice to the Developer. Following such written notice, this Agreement shall be null and void and of no further force and effect (except for provisions that explicitly survive termination). After a termination pursuant to this Section 11.02(1), any costs incurred by a Party in connection with this Agreement and the Improvements shall be completely borne by such Party and neither Party shall have any rights against or liability to the other, except for the delivery of plans and documents as set forth in Section 11.04, and those provisions of this Agreement that recite that they survive termination of this Agreement. Nothing in this Section 11.02 shall limit or impair the City's right to declare a Developer Event of Default in accordance with Section 11.03. | Not Applicable (at this time) | | |
| 186 | 2) | Acknowledgement of City Discretion. The Developer agrees and acknowledges that the City has absolute discretion in determining whether or not it should terminate this Agreement pursuant to Section 11.02(1). The Developer further agrees and acknowledges that in the event the City terminates this Agreement pursuant to Section 11.02(1), the Developer (i) may suffer economic loss or other consequences; and (ii) specifically releases and waives any claim against the City for such loss or economic consequences in connection with the determination of the City to terminate this Agreement pursuant to Section 11.02(1). The Developer, on behalf of itself and anyone claiming by, through or under the Developer, hereby assumes the above-mentioned risks related to the City's discretion to terminate this Agreement and hereby expressly waives any right the Developer and anyone claiming by, through or under the Developer, 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. Developer's Initials: ____ | Not Applicable (at this time) | | |
| 187 | ⊟ 11.03 | Fault of Developer. | | | |
| 188 | ⊞ 1) | Each of the following events, if uncured after expiration of the applicable cure period, shall constitute a "Developer Event of Default". | Not Applicable (at this time) | | |
| 202 | 2) | Upon the happening of any event described in Section 11.03(1), the City shall first notify the Developer in writing of its purported breach or failure, and the Developer shall have thirty (30) days from receipt of such notice to cure such breach or failure. If the Developer does not cure within such period (or, in the event such breach or failure cannot be cured within thirty (30) days the Developer fails to commence to cure within such period and thereafter fails to diligently cure to completion in no event to exceed ninety (90) days), then the event shall constitute a "Developer Event of Default" and the City shall be afforded all of the following rights and remedies: (i) terminating in writing this entire Agreement; (ii) prosecuting an action for damages; (iii) retaining the Developer Deposit and interest earned thereon; (iv) seeking specific performance of this Agreement; (v) obtaining plans, data, and approvals pursuant to Section 11.04; (vi) the remedies specified in Sections 12.01 and 12.03; and (vii) any other remedy permitted by law. | Not Applicable (at this time) | | |
| 203 | 11.04 | No Fault of Developer. At any time following the second (2nd) anniversary of the Effective Date, or as otherwise provided in this Agreement, Developer may terminate this Agreement by providing written notice to the City (a "Developer Termination"). Following a Developer Termination, this Agreement shall be null and void and of no further force and effect (except for provisions that explicitly survive termination), and Developer shall promptly revest the ownership of the Project Site then owned by Developer with the City within sixty days of Developer’s notice to City, as referenced in this Section. | Not Applicable (at this time) | | |
| 204 | 11.05 | Plans, Data and Approvals. If this Agreement is terminated pursuant to Sections 11.02 or 11.03, then the Developer shall promptly deliver to the City copies of all plans and specifications for the Improvements, all permits and approvals obtained in connection with the Improvements, and all applications for permits and approvals not yet obtained but needed in connection with the Improvements. | Not Applicable (at this time) | | |
| 205 | 11.06 | Notice of Default. Any Notice of Default given hereunder shall specify in detail the nature of the alleged Event of Default and the manner in which such Event of Default may be satisfactorily cured in accordance with the terms and conditions of this Agreement. | Not Applicable (at this time) | | |
| 206 | 11.07 | Cure Period. During the time periods herein specified for cure of an Event of Default, the party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, if delay is due to a court order stemming from institution of legal proceedings with respect thereto, with respect to the Project. | Not Applicable (at this time) | | |
| 207 | 11.08 | 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 pursuant to Government Code Section 65868, to seek mandamus, specific performance, injunctive or declaratory relief, or to foreclose under the Deed of Trust. | Not Applicable (at this time) | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 208 | 11.09 | 11.09. LIQUIDATED DAMAGES. IN THE EVENT OF A DEFAULT OF DEVELOPER IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR UPON A DEVELOPER EVENT OF DEFAULT, AS DEFINED IN THIS AGREEMENT, THE CITY AND THE DEVELOPER AGREE THAT THE CITY WILL SUSTAIN DAMAGES, AND THAT CITY'S ACTUAL DAMAGES WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO DETERMINE. THE PARTIES THEREFORE AGREE THAT IN THE EVENT OF A DEFAULT OF DEVELOPER IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR UPON A DEVELOPER EVENT OF DEFAULT, AS DEFINED IN THIS AGREEMENT, AND WHERE THE CITY IS READY, WILLING AND ABLE TO PERFORM ITS OBLIGATIONS HEREUNDER, THE CITY, AS THE CITY'S SOLE AND EXCLUSIVE REMEDY, SHALL BE ENTITLED TO THE ENTIRETY OF THE DEVELOPER DEPOSIT AND TO FORECLOSE UNDER THE DEED OF TRUST AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR ENTERING INTO THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE RESULTING DAMAGES WILL BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ASCERTAIN, AND THEREFORE, THAT FORECLOSURE ON THE PROJECT SITE AND RETENTION OF THE ENTIRETY OF THE DEVELOPER DEPOSIT, AS LIQUIDATED DAMAGES, WILL BE AN APPROPRIATE FORM OF COMPENSATION TO THE CITY. BY PLACING THEIR INITIALS IN THE SPACE BELOW, BOTH PARTIES AGREE TO THE LIQUIDATED DAMAGES SET FORTH ABOVE. IN THE EVENT OF A DEVELOPER EVENT OF DEFAULT OR FAILURE IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT WHERE THE CITY IS READY, WILLING AND ABLE TO PERFORM ITS OBLIGATIONS HEREUNDER, THEN (A) FOLLOWING THE CITY'S FORECLOSURE UNDER THE DEED OF TRUST AND RECEIPT OF THE DEVELOPER DEPOSIT, THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE DEVELOPER AND CITY HEREUNDER SHALL TERMINATE (EXCEPT THOSE PROVISIONS SPECIFIED TO SURVIVE THE TERMINATION OF THIS AGREEMENT), AND (B) DEVELOPER SHALL RETURN PROMPTLY TO THE CITY ALL DOCUMENTS AND INSTRUMENTS. THE FORECLOSURE OF THE DEED OF TRUST AND PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO THE CITY PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THE CITY HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. THE CITY AND THE DEVELOPER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION, AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS. CITY'S INITIALS: ___, DEVELOPER'S INITIALS: ___ | Not Applicable (at this time) | | |
| 209 | 11.1 | Remedies Cumulative. Any rights or remedies available to nondefaulting 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 available to such nondefaulting party and none of such rights or remedies, whether or not exercised by the non-defaulting party, shall be deemed to exclude any other rights or remedies available to 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. | Not Applicable (at this time) | | |
| 210 | 11.11 | Legal Action. Either party may, in addition to any other rights or remedies, 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. | Not Applicable (at this time) | | |
| 211 | 11.12 | 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 Developer for any breach thereof. As such, the parties agree that in no event shall Developer be entitled to recover damages against City for breach of this Agreement. | Not Applicable (at this time) | | |
| 212 | 11.13 | Effect of Developer Default. No building permit shall be issued or building permit application accepted for any structure on the Project Site after Developer is determined by City to be in default of the terms and conditions of this Agreement, and until such default thereafter is cured by the Developer or is waived by City. | Not Applicable (at this time) | | |
| 213 | 11.14 | 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 such Event 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. | Not Applicable (at this time) | | |
| 214 | 11.15 | Scope of Waiver. No express written waiver of any Event of Default shall affect any other Event of Default, or cover any other period of time specified in such express waiver. | Not Applicable (at this time) | | |
| 215 | 11.16 | Attorneys' 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 attorneys' fees, court costs and such other costs as may be fixed by the court. | Not Applicable (at this time) | | |
| 216 | 11.17 | 11.17 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 where appropriate, or in the United States District Court for the Northern District of California, as consistent with applicable law. | See Comments/Action Items | | |
| 217 | 11.18 | Survival. Upon termination of this Agreement under this Article 11, the following provisions of this Agreement shall survive: the waiver in Sections 6.06, 11.02 and 18, and the Developer's indemnification obligations set forth herein. This Section 11.16 exists for reference purposes only, and does not alter the scope or nature of the surviving provisions. | Not Applicable (at this time) | | |
| 218 | **Section 12. Approvals.** | | | | |
| 219 | 12.01 | Approvals. | | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 220 | a) | Whenever this Agreement calls for City approval, consent, or waiver, including but not limited to changes to the Final Construction Plans, the written approval, consent, or waiver of the City Manager or his or her designee(s) shall constitute the approval, consent, or waiver of the City, without further authorization required from the City Council. The City hereby authorizes the City Manager and his or her designee(s) to deliver such approvals or consents as are required by this Agreement, or to waive requirements under this Agreement, on behalf of the Agency. | See Comments/Action Items | Per the Schedule of Performance in Exhibit C of the Amended and Restated DA, the Developer has until December 31, 2022 to submit the Application for Applicable Land Use Approvals to the City. As of October 4, 2019, the Application had not yet been submitted. | |
| 221 | b) | All approvals under this Agreement shall be subject to a reasonableness standard, except where a sole discretion standard is specifically provided. | Not Applicable (at this time) | | |
| 222 | **Section 13. Right of Reverter.** | | | | |
| 223 | 13.01 | Right of Reverter. If this Agreement is terminated pursuant to Section 11.03 and such termination occurs prior to issuance of the Certificate of Completion for any portion of the Improvements pursuant to Section 6.19, then the City shall have the right to reenter and take possession of any portion of the Project Site and all Improvements thereon, and to revest in the City the estate of Developer in that portion of the Project Site. The right of reverter contained in this Section 13.01 was set forth in the grant deed transferring the Project Site from the Successor Agency to Developer. | See Comments/Action Items | As of October 4, 2019, there has been no need to exercise the provisions of Section 13. | |
| 224 | 13.02 | Rights of Mortgagees. Any rights of the City under Section 13.01 and under Section 11.03 shall not defeat, limit or render invalid any lease, mortgage, deed of trust or any other security interest permitted by this Agreement or otherwise consented to by the City in writing or any rights provided for in this Agreement for the protection of holder of security interests in the Property. | Not Applicable (at this time) | | |
| 225 | 13.03 | Option to Repurchase, Reenter and Repossess. | Not Applicable (at this time) | | |
| 235 | **Section 14. Security Financing Interests** | | | | |
| 236 | 14.01 | No Encumbrances Except for Development Purposes. Notwithstanding any other provision of this Agreement, mortgages and deeds of trust, lines of credit, or any other reasonable method of security, are permitted to be placed upon the Project Site prior to issuance of a Certificate of Completion pursuant to Section 6.19 for any component of the Improvements, but only for the purpose of securing funds to be used for financing the acquisition of the Project Site or construction of the Improvements on the applicable portion of the Project Site, and any other expenditures necessary and appropriate to develop the Project Site in accordance with this Agreement, and costs and expenses incurred or to be incurred by the Developer in furtherance of this Agreement and only if previously approved by the City in writing pursuant to this Agreement. The Developer shall promptly notify the City of any mortgage, deed of trust, sale and lease-back or other financing, conveyance, encumbrance or lien that has been or will be created or attached to the Project Site. The words "mortgage" and "deed of trust" as used in this Agreement includes all other appropriate modes of security for financing real estate acquisition, construction, and land development. Mortgages, deeds of trust and other reasonable methods of security permitted by this Section 14 are collectively referred to herein as a "Security Financing Interest." | See Comments/Action Items | As of October 4, 2019, there has been no need to exercise the provisions of Section 14. | |
| 237 | 14.02 | Holder Not Obligated to Construct. The holder of any Security Financing Interest authorized by this Agreement is not obligated to construct or complete any Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in conveyances from the City to the Developer evidencing the realty comprising the Project Site or any part thereof be construed so to obligate such holder (except as set forth in Section 14.03 below). However, nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Project Site or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or Improvements provided for or authorized by this Agreement. | Not Applicable (at this time) | | |
| 238 | 14.03 | Notice of Default and Right to Cure. Whenever the City pursuant to its rights set forth in Section 11 of this Agreement delivers any notice or demand to the Developer with respect to the commencement, completion, or cessation in construction of the Improvements, the City shall at the same time deliver to each holder of record of any Security Financing Interest creating a lien upon the Project Site or any portion thereof a copy of such notice or demand. Each such holder shall (insofar as the rights of the City are concerned) have the right, but not the obligation, at each holder's option, within ninety (90) days after the receipt of the notice, to cure or remedy or commence to cure or remedy (in which case such holder shall thereafter diligently and promptly pursue such cure to completion) any such default or breach affecting the Project Site and to add the cost thereof to the security interest debt and the lien on its security interest. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect such improvements or construction already made, as reasonably determined by the City) without first having expressly assumed, in writing, the Developer's obligations to the City under this Agreement pursuant to an assignment and assumption agreement prepared by the City and recordable among the official records of the County (the "Security Financing Interest Assignment"). Pursuant to the Security Financing Interest Assignment the holder must agree to complete the construction of the Improvements in the manner provided in this Agreement, and, in connection with the execution of such assignment, submit evidence satisfactory to the City that it has the qualification and financial responsibility necessary to perform such obligations. Any such holder properly completing the Improvements pursuant to this Section and the Security Financing Interest Assignment shall assume all rights and obligations of Developer under this Agreement and shall be entitled, upon written request made to the City, to a Certificate of Completion from the City. In the event there are multiple holders of Security Financing Interests, then the City shall accept a cure from such holder of the most senior Security Financing Interest. | Not Applicable (at this time) | | |
| 239 | 14.04 | Failure of Holder to Complete Improvements. In any case where three (3) months after having given notice of default by the Developer in completion of the Improvements under this Agreement to the holder of record of any Security Financing Interest, and such holder, having first exercised its option to construct the applicable Improvements pursuant to the Security Financing Interest Assignment, has not proceeded diligently with construction (as reasonably determined by the City), the City shall be afforded the rights against such holder it would otherwise have against Developer under this Agreement. | Not Applicable (at this time) | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 240 | 14.05 | Right of City to Cure. In the event of a default or breach by the Developer of a Security Financing Interest prior to the completion of the Improvements, and the holder has not exercised its option to complete the Improvements (by electing not to execute the Security Financing Interest Assignment), the City may cure the default, prior to the completion of any foreclosure. In such event the City shall be entitled to reimbursement from the Developer all costs and expenses incurred by the City in curing the default. The City shall also be entitled to a lien upon the Project Site or any portion thereof to the extent of such costs and disbursements. | Not Applicable (at this time) | | |
| 241 | 14.06 | Holder to be Notified. The Developer, for itself, its successors and assigns hereby warrants and agrees that each term contained herein dealing with Security Financing Interests and rights of holders shall be either inserted into the relevant deed of trust or mortgage or acknowledged by the holder prior to its coming into any security right or interest in the Project Site. | Not Applicable (at this time) | | |
| 242 | 14.07 | Estoppel Certificate. Upon the written request of the Developer, the City shall provide an estoppel certificate, in a form reasonably acceptable to the City, stating (1) whether this Agreement is in effect; (2) whether this Agreement has been amended in any way; and (3) whether the Developer is in default under this Agreement. The City shall provide such estoppel certificate within thirty (30) days after receipt of Developer's request, or such time as the Parties mutually agree. | Not Applicable (at this time) | | |
| 243 | **Section 15. Relationship of Parties** | | | | |
| 244 | 15.01 | Independent Contractors. The parties agree that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder. | Compliant | | |
| 245 | 15.02 | No Joint Venture or Partnership. City and Developer 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 Developer joint venturers or partners. | Compliant | | |
| 246 | 15.03 | No Third Party Beneficiaries. The only parties to this Agreement are Developer 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. | Compliant | | |
| 247 | 15.04 | Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Development Agreement and this has resulted in a product of the joint drafting efforts of both parties. Neither party is solely or independently responsible for the preparation or form of this agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either party. | Compliant | | |
| 248 | **Section 16. Applicable Law** | | | | |
| 249 | | This Agreement shall be construed and enforced in accordance with the laws of the State of California. | Compliant | | |
| 250 | **Section 17. Supersedure of Subsequent Laws of Judicial Action** | | | | |
| 251 | | 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. | Compliant | | |
| 252 | **Section 19. Hold Harmless Agreement** | | | | |
| 253 | | In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action or proceeding. | See Comments/Action Items | As of October 4, 2019, there has been no need to exercise the provisions of Section 19. | |
| 254 | **Section 20. Indemnification Agreement** | | | | |
| 255 | 1) | Third Party. Developer 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 not a party to this Agreement challenging the validity of the Agreement or any action arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer 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 Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees and time referenced herein. | See Comments/Action Items | As of October 4, 2019, there has been no need to exercise the provisions of Section 20. | |
| 256 | 2) | Construction or Operation. Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages, or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations of Developer, its officers, employees, agents or consultants, under this Agreement, except for such claims, costs, damages, or other liabilities which are caused by the sole or gross negligence of the City, its officials, officers, employees, agents, or consultants. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. | Not Applicable (at this time) | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 257 | 3) | Developer's Release of the City. The Developer, on behalf of itself and anyone claiming by, through or under the Developer hereby waives its right to recover from and fully and irrevocably releases the 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 the Developer 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 Project, 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. | Not Applicable (at this time) | | |
| 258 | 4) | Scope of Release. The release set forth in Section 18 hereof includes claims of which the Developer is presently unaware or which the Developer does not presently suspect to exist which, if known by the Developer, would materially affect the Developer's release of the Released Parties. The Developer specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, the Developer agrees, represents and warrants that the Developer realizes and acknowledges that factual matters now unknown to the Developer 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 the Developer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Developer nevertheless hereby intends to release, discharge and acquit the City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, the Developer, on behalf of itself and anyone claiming by, through or under the Developer, hereby assumes the above-mentioned risks and hereby expressly waives any right the Developer and anyone claiming by, through or under the Developer, 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. Developer's Initials: _____ Notwithstanding the foregoing, this release shall not apply to, nor shall the City be released from, the City's actual fraud or misrepresentation. | Not Applicable (at this time) | | |
| 259 | 5) | Separate Agreement. The parties agree that this 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. | Not Applicable (at this time) | | |
| 260 | **Section 21. Liability Insurance** | | | | |
| 261 | A | Developer shall maintain, or cause to be maintained, in force during the construction of the Project, pursuant to 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 ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate. | Compliant | | |
| 262 | B | 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. | Compliant | | |
| 263 | C | Developer shall provide the City with a certificate and endorsement, in forms satisfactory to the 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 canceled or reduced without at least thirty (30) days' prior written notice to City. | Compliant | | |
| 264 | D | If such coverage is canceled or reduced, Developer 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 Developer's expense, and Developer shall promptly reimburse City for such expense upon receipt of billing from City. | Compliant | | |
| 265 | **Section 22. Notices** | | | | |
| 266 | | Any notice or communication required hereunder between City or Developer shall be in writing, and may be given 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. | Compliant | | |
| 267 | **Section 23. Exhibits** | | | | |
| 268 | 23.01 | Designation of Exhibits. The reference to a specified Exhibit in this Agreement is a reference to a certain one of the exhibits listed below, as determined by the accompanying letter designation. Exhibit A-1 – Legal Description of Property; Exhibit A-2 – Legal Description of Utility Easements; Exhibit A-3 – Plat Map of County Assessor's Parcel Numbers 086-100-040 and 086-100-041; Exhibit A-4 – Recorded Lot Line Adjustment; Exhibit B – Scope of Development/Project; Exhibit C – Schedule of Performance; Exhibit D – Form of Financing Plan Letter; Exhibit E – Performance Deed of Trust | Not Applicable | | |
| 269 | 23.02 | Incorporation by Reference. All exhibits are deemed incorporated by reference into this Agreement. | Not Applicable | | |
| 270 | **Section 24. Severability** | | | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 271 | | 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. | | | |
| 272 | **Section 25. Entire Agreement** | | | | |
| 273 | | This Agreement and the Exhibits attached hereto contain all the representations and the entire agreement between the parties with respect to the subject matter hereof. | Not Applicable | | |
| 274 | **Section 26. Counterparts** | | | | |
| 275 | | 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. | Not Applicable | | |

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

| | | |
|---|---|---|
| Periodic Review of Tuscany Meadows Development Agreement Between The City of Pittsburg and Seecon Built Homes, Inc. and Determination as to Compliance with Development Agreement | ) | RESOLUTION NO. 19- |

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, a Development Agreement between the City of Pittsburg and Seecon Built Homes, Inc. was executed on February 5, 2018, for the Tuscany Meadows Property; and

WHEREAS, California Government Code Section 65864 *et seq*. ("Development Agreement Statutes") authorizes and regulates the execution of development agreements ("DAs") between certain public entities and persons who desire to develop private property within a public entity's jurisdiction; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration of DA applications by property owners or other persons having an interest in property within City's jurisdiction; and

WHEREAS, Section 65865.1 requires City to conduct a periodic review of the City's active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has not complied in good faith with the terms and conditions of the Development Agreement, the City may terminate or modify the DA pursuant to the Development Agreement Statutes.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. Findings

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2. Compliance with Development Agreement

The City Council hereby finds and determines that, based on the information provided by the Developer and City Staff, as well as the information contained in the "Tuscany Meadows DA – 2019 Annual Review", attached hereto and incorporated herein

by reference as "Exhibit 1", the Developer has demonstrated good faith compliance with the Tuscany Meadows Development Agreement.

Section 3. Certificate of Compliance

The City Council hereby directs and authorizes the City Manager to issue a certificate codifying the "Finding of Compliance" for Tuscany Meadows Development Agreement in a form that can be recorded by the Developer.

Section 4. Certification

The City Clerk shall certify the adoption of this Resolution.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of November, 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

# Tuscany Meadows DA - 19 Annual Review



| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 1 | **Article II - Effective Date; Term** | | | | |
| 2 | Section 2.01 | Effective Date. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective (the "Effective Date"). | See Comments/Action Items | On February 5, 2018, the City Council adopted Ordinance 16-1405 approving the Development Agreement between the City of Pittsburg and Seecon Built Homes, Inc. for the Tuscany Meadows property. | |
| 3 | Section 2.02 | Term. The term of this Agreement shall commence upon the Effective Date and continue for a period of twenty five (25) years (the "Term"). | See Comments/Action Items | Based on the effective date of February 5, 2018, the DA will expire on February 5, 2043. | |
| 4 | **Article III - Obligations of Developer** | | | | |
| 5 | | The parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer's agreement to perform and abide by its long term covenants and obligations, as set forth herein. The parties acknowledge that many of Developer's long term obligations set forth in this Agreement are in addition to Developer's agreement to perform all the mitigation measures identified in the Mitigation Monitoring Program. As material consideration for the long term assurances and vested rights provided by this Agreement and as a condition of approval to one or more of the Project Approvals, Developer agrees to each of the following: | See Comments/Action Items | As of October 7, 2019, the Developer has not submitted applications for engineering or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development. | |
| 6 | Section 3.01 | Drainage Improvements. Subject to the terms of this Agreement, as a condition of approval to one or more of the Project Approvals, Developer agrees to construct and offer for dedication to the City those Project storm water drainage improvements to be located within City's boundaries and required to serve the Project Site ("Drainage Improvements"). The City shall accept the offer of dedication of the Drainage Improvements, as long as the Drainage Improvements comply with the City's standards, applicable rules and regulations, and this Agreement. The parties agree that the construction of the Drainage Improvements shall be phased according to a construction schedule determined by Developer, subject to the written approval of the City Manager. City shall not require any improvements to onsite or offsite drainage facilities to address pre-existing deficiencies provided that Developer demonstrates to City's reasonable satisfaction that impact to downstream facilities are not being exacerbated. | Not Applicable (at this time) | | |
| 7 | Section 3.02 | Facility Reserve Charges. Developer agrees to pay City's Facility Reserve Charges ("FRC") as set or modified by the City Council from time to time. | Not Applicable (at this time) | | |
| 8 | Section 3.03 | Water Infrastructure. Developer shall comply with the 2015 Water System Master Plan, as amended. Developer shall have the option, subject to the written approval by the City Manager, to provide water infrastructure facilities as specified by the City or to construct the water infrastructure facilities in phases subject to a storage requirement and site analysis study, commissioned by the City, that incorporates the water infrastructure requirements pursuant to the 2015 Water System Master Plan, as amended. | Not Applicable (at this time) | | |
| 9 | Section 3.04 | School Facilities Impact Mitigation. Developer shall pay in lieu school impact fees in accordance with Government Code §§ 65995 et seq. Compliance with this Section shall satisfy all of Developer's obligations required by City to mitigate school impacts resulting from the Project. | Not Applicable (at this time) | | |
| 10 | Section 3.05 | Applicable Fees. City may levy development fees, and charges during the term of this Agreement relative to the development of the Project Site which are in force and effect as of the Effective Date, as more particularly described and according to the payment schedule set forth on Exhibit B ("Applicable Fees"). Unless otherwise provided in this Agreement, no development fees, or charges, or categories thereof, shall be imposed on the Project other than those fees (including categories within such fees), and charges identified as Applicable Fees on Exhibit B, which exhibit shall exclusively govern the Applicable Fee payment schedule. The parties agree that any and all Project development fees, charges or exactions related to schools, fire prevention, water, sewer, stormwater, and storm drainage facilities, which are to be paid by Developer directly to third-party governmental agencies, are not subject to or within the scope of this Agreement whether such third party charges exist or are subsequently imposed by such third parties, whether directly upon Developer or through City. This provision shall not be construed to benefit any Non-Assuming Transferees, as such term is defined in herein. | Not Applicable (at this time) | | |
| 11 | Section 3.06 | Applicable Fee Adjustments. Developer shall pay fees and charges consistent with Section 3.05, and the applicable adjustments currently provided in such fees, and as modified from time to time by the City, whether such adjustment or modification is an increase or decrease. Developer retains the right to challenge the imposition of any new fees not referenced in this Agreement or the modification, amendment or adjustment of all Applicable Fees pursuant to Government Code § 66000 et seq., not already authorized by ordinances, resolutions or policies in place at the time of this Agreement's execution. Should the City Council approve a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees. | Not Applicable (at this time) | | |
| 12 | Section 3.07 | City Local Traffic Mitigation Fee. Developer shall pay the City Local Traffic Mitigation Fee, which fee is necessary to finance unmet City traffic improvement needs in the amount in effect as of the Effective Date and subject to adjustment in accordance with Resolution No. 07-10917 with credit for certain improvements constructed by Developer per Section 4.05 below. If the City Council approves a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees. | Not Applicable (at this time) | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 13 | Section 3.08 | Regional Traffic Fee. Developer shall pay the ECCRFA regional traffic fee should it be imposed by the City in an amount equal to or less than the amount paid by projects in the Cities of Antioch, Brentwood, and Oakley or in accordance with the existing valid Memorandum of Understanding dated June 29, 2010, as amended, whichever is less. | Not Applicable (at this time) | | |
| 14 | Section 3.09 | Fees, Assessments and/or Taxes to be Paid by Developer. Developer agrees to pay its fair share of any levies imposed by any assessment district, geologic hazard abatement district, landscaping and lighting district, community facilities district, tax-exempt financing mechanisms, or other funding mechanisms related to public safety; traffic; sewer; water; fire; the prevention, mitigation, abatement, or control of geologic hazards; or other infrastructure improvements (including, without limitation, design, acquisition, construction and maintenance costs) (collectively, "Funding Mechanisms") within the Project Site, provided that such Funding Mechanism is referenced herein and/or was legally created pursuant to applicable law. | Not Applicable (at this time) | | |
| 15 | Section 3.10 | Affordable Housing. Developer shall comply with PMC 18.86.080 and VTM Condition of Approval No. 5 by constructing at least ninety two (92) rental attached accessory units within the Project. A covenant shall be recorded limiting the amount of rent that may be charged for these secondary units, consistent with the terms and conditions set forth in the affordable housing agreement. Forty six (46) of these units shall be constructed no later than the City's issuance of the four hundred and fiftieth (450th) building permit for the Project. Prior to the City's issuance of the first certificate of occupancy Developer agrees to enter into an affordable housing agreement with the City (the "Affordable Housing Agreement") which further memorializes the provisions of this Section 3.10 and is consistent with applicable law, including Pittsburg Municipal Code Chapter 18.50. Developer agrees that the attached accessory units referenced in this Section shall not be built or otherwise allowed on adjoining lots without the prior written approval of the City Manager. City agrees that Developer shall not be required to pay any additional fees (building permit, sewer, water, traffic fees etc.) associated with any attached, affordable secondary/accessory dwelling units. | Not Applicable (at this time) | | |
| 16 | a) | Timing. The Affordable Housing Agreement shall establish provisions to implement the affordable housing requirements within this Agreement and shall include, but not be limited to, implementation and monitoring provisions to ensure compliance with municipal law related to affordable housing. The agreement shall include provisions for the reasonable reimbursement of costs to the City for the administration and monitoring of the agreement. | Not Applicable (at this time) | | |
| 17 | b) | Inclusionary Housing Ordinance. Notwithstanding any provision of this Agreement, in the event that the City has rescinded its respective previously adopted affordable housing ordinance and not replaced it with another affordable housing or similar ordinance, or such ordinance has been declared illegal, Developer shall not be obligated to comply with the provisions for affordable housing set forth in this Agreement. In the event, prior to or during the development of the Project, the City amends or replaces or eliminates its affordable housing ordinance which would result in a reduction in the number of secondary units Developer is obligated to construct, then the Affordable Housing Agreement shall be modified to provide for an equivalent reduction in the number of secondary units required to be constructed in the Project or elimination of the requirement. | Not Applicable (at this time) | | |
| 18 | Section 3.11 | Security Improvements. Developer shall install the basic home security wiring in the Project homes (defined herein as wiring for a basic home security system on the first floor windows and doors only). Developer shall offer one year of professional monitoring service to new homeowners. The monitoring service shall be at the election of the new homeowner. | Not Applicable (at this time) | | |
| 19 | Section 3.12 | Solar Roof System. Developer shall install a solar roof system on one of its model homes for example purposes only (which may consist of a few panels with photovoltaic compatibility or other comparable technologies) and offer solar installation as an option at the homeowner's expense. | Not Applicable (at this time) | | |
| 20 | Section 3.13 | C.3 Facilities. Developer shall construct C.3 facilities as provided in the Project Approvals. In accordance with the City's NPDES permit, provision C.3.e.i.and ii., developer shall have the right to construct or participate in the funding of offsite C.3 facilities as approved by the City Engineer and memorialized by separate agreement with the City. If Developer elects to participate in offsite C.3 facilities in lieu of on-site C.3 facilities, Developer will work with the City to provide an appropriate funding mechanism for the continuous maintenance of these facilities in perpetuity. | Not Applicable (at this time) | | |
| 21 | Section 3.14 | Traffic Conditions. Developer shall install at its sole cost the following traffic improvements in accordance with the provisions set forth below. In the event any improvements listed below are within the City of Antioch or the City of Antioch's control, Developer, at its option, shall not be required to construct such improvements but shall only be required to pay its proportionate share of the costs of such improvements. In such event, Developer shall deposit with the City of Pittsburg the amount that Developer and the City of Pittsburg City Engineer agree in writing is the Developer's appropriate proportionate share of the cost of such improvements. Upon the deposit of such sums with the City of Pittsburg, the restriction on the issuance of building permits, if any, with respect to such improvement shall be eliminated. | Not Applicable (at this time) | | |
| 22 | a) | Traffic Control Plan: Developer shall obtain an encroachment permit and submit a traffic control plan for all construction related activities affecting the public right-of-way. | Not Applicable (at this time) | | |
| 23 | b) | Summit Way Extension: Subject to prior written approval from the Antioch and Pittsburg City Engineers, Summit Way shall be extended into the subdivision to provide an additional point of pedestrian and vehicular access from James Donlon Boulevard. The extended street shall consist of a 40-foot-wide roadway and sidewalks that are at least six feet wide in accordance with the City of Pittsburg's standards, and comply with all other applicable City standards. | Not Applicable (at this time) | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 24 | c) | Buchanan Road Dedication and Widening: Prior to the first occupancy in the Project, Developer shall dedicate Buchanan Road right-of-way along the project frontage to provide 59 feet from centerline to property line or as requested by the City Engineer in writing. This represents half the width of the City's residential arterial standard. There shall be a transition to existing roadway improvements as approved and determined by the City Engineer in writing. Developer shall also provide all frontage improvements and reconstruct Buchanan Road as necessary to City Standards for a Residential Arterial Street as determined by the City Engineer, providing a consistent two percent maximum cross slope, Class II bicycle lane, sidewalk, and repair any pavement failure areas along the south Buchanan Road project frontage, from Highlands Ranch subdivision to the Contra Costa Canal, approximately 2,870 linear feet. The City Engineer, in writing, may allow occupancy if this work is underway. | Not Applicable (at this time) | | |
| 25 | d) | Developer shall install a fully actuated and interconnected traffic signal system at the proposed Somersville Road/Sequoia Drive intersection at the time that Sequoia Drive is connected to Somersville Road. This includes left and right turning lanes to and from Sequoia Drive on Somersville Road. | Not Applicable (at this time) | | |
| 26 | e) | Traffic Improvements: Developer shall design and construct the following improvements prior to issuance of a building permit for the 551st dwelling unit. These improvements shall be made with prior written approval of the City Engineer. | Not Applicable (at this time) | | |
| 27 | 1) | An additional eastbound left turn lane and an additional northbound left turn lane at the Somersville Road/Buchanan Road intersection along with appropriate traffic signal modifications. This improvement shall not be required if deemed infeasible by the City Engineer during the design process. If acquisition of additional right-of-way is required for this improvement, this improvement will be deemed infeasible. In addition, this improvement shall not be required if ECCRFFA or the City have extended James Donlon Boulevard to Kirker Pass Road or if the City of Pittsburg and TRANSPLAN have approved control point metering of traffic on Kirker Pass Road to 1,400 vehicles per hour during the afternoon peak hour in which case Developer shall design, construct, and fund implementation of such metering near City limits during the p.m. peak commute period. | Not Applicable (at this time) | | |
| 28 | 2) | An additional westbound through lane on Buchanan Road along the approach to and departure from Harbor Street. This improvement shall not be required if deemed infeasible by the City Engineer in writing during the design process. If acquisition of additional right-of-way is required for this improvement, this improvement will be deemed infeasible. In addition, this improvement shall not be required if ECCRFFA or the City has extended James Donlon Boulevard to Kirker Pass Road. | Not Applicable (at this time) | | |
| 29 | 3) | An additional westbound through lane on Buchanan Road along the approach to and departure from Loveridge Road. This improvement shall not be required if deemed infeasible by the City Engineer in writing during the design process. If acquisition of additional right-of-way is required for this improvement, this improvement will be deemed infeasible. In addition, this improvement shall not be required if ECCRFFA or the City has extended James Donlon Boulevard to Kirker Pass Road. | Not Applicable (at this time) | | |
| 30 | 4) | An additional eastbound through lane on Buchanan Road along the approach to and departure from Ventura Drive. This improvement shall not be required if deemed infeasible by the City Engineer in writing during the design process. If acquisition of additional right-of-way is required for this improvement, this improvement will be deemed infeasible. In addition, this improvement shall not be required if ECCRFFA or the City has extended James Donlon Boulevard to Kirker Pass Road or if the City of Pittsburg and TRANSPLAN have approved control point metering of traffic on Kirker Pass Road to 1,400 vehicles per hour during the afternoon peak hour in which case Developer shall design, construct, and fund implementation of such metering near City limits during the p.m. peak commute period. | Not Applicable (at this time) | | |
| 31 | 5) | An additional eastbound through lane on Buchanan Road along the approach to and departure from Tuscany Meadows Drive. This improvement shall not be required if ECCRFFA or the City has extended James Donlon Boulevard to Kirker Pass Road or if the City of Pittsburg and TRANSPLAN have approved control point metering of traffic on Kirker Pass Road to 1,400 vehicles per hour during the afternoon peak hour in which case Developer shall design, construct, and fund implementation of such metering near City limits during the p.m. peak commute period. | Not Applicable (at this time) | | |
| 32 | 6) | An additional eastbound through lane on Buchanan Road along the approach to and departure from the Entrance to Parcel A prior to occupancy of this Project's multifamily residential units. This improvement shall not be required if ECCRFFA or the City has extended James Donlon Boulevard to Kirker Pass Road or if the City of Pittsburg and TRANSPLAN have approved control point metering of traffic on Kirker Pass Road to 1,400 vehicles per hour during the afternoon peak hour in which case Developer shall design, construct, and fund implementation of such metering near City limits during the p.m. peak commute period. | Not Applicable (at this time) | | |
| 33 | 7) | Left and right turning lanes to and from Sequoia Drive on Somersville Road. | Not Applicable (at this time) | | |
| 34 | f) | Other Traffic Improvements: Developer shall design and construct the following improvements prior to the issuance of the first building permit, with prior written approval of the City Engineer: | Not Applicable (at this time) | | |
| 35 | 1) | A fully actuated and interconnected traffic signal system at the proposed Buchanan Road/Tuscany Meadows Drive intersection. | Not Applicable (at this time) | | |
| 36 | 2) | Westbound left-turn/acceleration lanes and eastbound right-turn/acceleration lanes at the proposed Buchanan Road/Tuscany Meadows Drive intersection. | Not Applicable (at this time) | | |
| 37 | 3) | Bus turnouts, bus shelters, and bicycle racks on both sides of Buchanan Road adjacent to Tuscany Meadows Drive. Improvements to the north side of Buchanan Road that are deemed infeasible by the City Engineer in writing shall not be required. If additional right-of-way is required for these improvements, the construction of these improvements will be deemed infeasible. | Not Applicable (at this time) | | |
| 38 | 4) | Provide Class II bicycle lane and sidewalk along north side of Buchanan Road. The sidewalk improvement shall not be required if deemed infeasible by the City Engineer in writing during the design process. | Not Applicable (at this time) | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 39 | 5) | A direct multi-use pathway between the project and the Delta de Anza Regional Trail for use by pedestrians and bicyclists. The required timing of these improvements may be adjusted by the City Engineer to accommodate acquisition of necessary access rights. | Not Applicable (at this time) | | |
| 40 | 6) | Left and right turning lanes to and from Entrance to Parcel A on Buchanan Road prior to occupancy of this Project's multifamily residential units. | Not Applicable (at this time) | | |
| 41 | g) | When Tuscany Meadows Drive is connected to James Donlon Boulevard, Developer shall redesign and reconstruct the intersection of Tuscany Meadows Drive/James Donlon Boulevard to eliminate the westbound free-right turn, including removal of a raised island to the written satisfaction of the City Engineer. | Not Applicable (at this time) | | |
| 42 | h) | When Tuscany Meadows Drive is connected to James Donlon Boulevard, a physical barrier may be installed, as determined by the City Engineer in writing, to prohibit public vehicle access from James Donlon Boulevard and allowing emergency vehicle access. | Not Applicable (at this time) | | |
| 43 | i) | Developer shall design and construct a fully actuated and interconnected traffic signal system at the Buchanan Road/Entrance to Parcel A intersection prior to occupancy of this Project's multifamily residential units. | Not Applicable (at this time) | | |
| 44 | **Article IV - Obligations of the City** | | | | |
| 45 | Section 4.01 | Obligations of City Generally. The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City, is a material consideration for City's agreement to perform and abide by the long term covenants and obligations of City, as set forth herein. | Compliant | | |
| 46 | Section 4.02 | Processing of Annexation and Central Valley Project Inclusion. City shall promptly, in cooperation with Developer, process all documents necessary to achieve annexation of the Property to the City, CCWD, and Delta Diablo and inclusion into the Central Valley Project area. | Compliant | | |
| 47 | Section 4.03 | Availability of Public Services. | | | |
| 48 | a) | General. To the extent permitted by law and consistent with its authority, City shall reserve such capacity for water services as may be necessary to serve the Project. This reservation of water infrastructure capacity shall be assured for the Term to the extent consistent with applicable law. | Not Applicable (at this time) | | |
| 49 | b) | Construction Water. City shall make construction water available to the Project by allowing the Project access to the City's water supply infrastructure, at a location reasonably determined by the City, at Developer's cost and on those terms and conditions and charges customarily applied by City to similar projects consistent with City standards. Developer shall provide backflow prevention for all points of connection to the City's potable water supply system and the volume of water consumed shall be tracked with the use of a City-issued hydrant meter.City shall also permit Developer to install such temporary construction water pipelines and related infrastructure as reasonably necessary to provide construction water to the Project site for Developer's use in any and all Project grading and construction operations, as long as such water is unrelated to potable use. | Not Applicable (at this time) | | |
| 50 | Section 4.04 | Developer's Right to Rebuild. City agrees that Developer, in Developer sole's discretion, may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, acts of God, acts of terrorism, or damage to work in progress by reason of fire, floods or other casualties. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA and this Agreement. | See Comments/Action Items | As of October 7, 2019, there has been no need to exercise the provisions of Section 4.04. | |
| 51 | Section 4.05 | Reimbursement of Infrastructure Costs. | See Comments/Action Items | As of October 7, 2019, there has been no need to exercise the provisions of Section 4.05. | |
| 52 | a) | Reimbursement. Unless otherwise provided for herein, to the extent Developer incurs costs related to the planning and construction of traffic infrastructure, water delivery infrastructure, sewer infrastructure or other public infrastructure required by City or this Agreement for the Project that exceed the Project's fair share obligation for such infrastructure, City shall reimburse Developer for the City's portion of such costs (including any management fees provided for in this Agreement), subject to City's prior verification through inspection of the construction that is subject to such reimbursement and upon final acceptance of the infrastructure by the City. This reimbursement shall be paid within sixty (60) days after City's final acceptance or at such other time as mutually agreed upon in writing by the parties. Developer shall be entitled to a management fee of five percent (5%) for City's share of approved infrastructure costs, including but not limited to design and special inspection costs. The management obligations of Developer hereunder shall include contracting and managing the construction of the infrastructure, retaining copies of records, photographs and "as builts" for the improvement(s) as well as attending meetings and providing necessary reports as reasonably requested by City. | Not Applicable (at this time) | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 53 | b) | City's Authorization of Reimbursement. Notwithstanding any other provision of this Section or of this Agreement or VTM provisions, City shall not be responsible to reimburse or credit Developer for any costs, including as referenced in Section 4.05(a) herein, unless prior to Developer incurring any costs for which Developer will request reimbursement from City, Developer shall first provide written documentation as to the work to be performed, the estimated costs thereof, including a not-to-exceed cap, and such other details as reasonably requested by the City Manager and the City Manager approves the proposed costs and related work. If the City Manager fails to respond with thirty (30) days of its receipt of such estimated costs, Developer shall provide a second written notice to the City Manager and to the City Engineer, if neither responds with thirty (30) days of the City's receipt of the second request, the request shall be deemed approved. The City Manager shall have the discretion to require Developer to obtain competitive bids on any work for which Developer may request reimbursement or credit from the City where the total cost (not just the City's share) of that work is One Hundred Thousand Dollars ($100,000) or more. City shall also have the opportunity to inspect any and all infrastructure during its construction, as well as to review any work product for which Developer requests reimbursement or credits. If mutually agreed by the parties in writing, any reimbursement due Developer pursuant to this Agreement may be satisfied by City in the form of credits, which can actually be used by Developer to offset Developer's payment of any Applicable Fees. In the event there are not enough credits to fully satisfy the reimbursement due Developer and subject to the terms of the mutual agreement between the parties referenced in the prior sentence, City shall reimburse Developer within thirty (30) days of invoicing. | Not Applicable (at this time) | | |
| 54 | Section 4.06 | James Donlon Extension. Developer shall be entitled to build out the Project prior to construction of the James Donlon Extension, to the extent consistent with CEQA. Developer shall not be required to provide a connection to the James Donlon Extension until the James Donlon Extension is completed and the portion of the Project contiguous to the connection is constructed. | Compliant | | |
| 55 | Section 4.07 | Parkland Dedication In Lieu Fee. Developer and City agree that the park in-lieu fee valuation is currently Ten Dollars and Twenty Seven Cents ($10.27) per square foot (unless City adopts a lower fee in which case the lower fee shall apply), increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2019 reflecting 2018 increases. The timing of the payment of the park in-lieu fee shall be satisfied through compliance with the Municipal Code or a separate agreement between Developer and the City. | See Comments/Action Items | As of October 7, 2019, the Developer has not submitted applications for engineering or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development. | |
| 56 | Section 4.08 | The Project will provide for its fair share of the cost of the water storage, pump station, and transmission pipeline capacity required to serve the homes in the Project in accordance with the most current City Water Master Plan. The Parties shall enter into a separate agreement memorializing such mutual obligation and which agreement shall take into account the following facts, to the extent of their relevance: (i) that a portion of the Property is included in the City's Assessment District No. 1974-1; (ii) the October 2, 1997 letter from Albert D. Seeno Construction Company; (iii) subsequent City Council action January 5, 1998 (Resolution 98-8551). | See Comments/Action Items | As of October 7, 2019, the Developer has not submitted applications for engineering or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development. | |
| 57 | Section 4.09 | Undergrounding of Electrical Lines. The developer shall underground all overhead utilities in the subdivision in accordance with Pittsburg Municipal Code 12.36.120 and 12.36.130. City shall cooperate with and assist Developer in applying for Rule 20A funds to be used towards the cost of undergrounding the electrical lines of Buchanan Road in front of the Project Site. | See Comments/Action Items | As of October 7, 2019, the Developer has not submitted applications for engineering or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development. | |
| 58 | **Article V - Cooperation - Implementation** | | | | |
| 59 | Section 5.01 | Processing Application for Subsequent Approvals. The parties agree that all Subsequent Approvals shall be processed by City in a manner consistent with the following provisions: | | | |
| 60 | a) | Standard of Review. By adopting the Project Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Accordingly, City shall not use its discretionary authority in considering any application for a Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise prevent or delay development of the Project as set forth in the Project Approvals. Instead, the Subsequent Approvals shall be deemed tools to implement those final policy decisions and shall be issued by City so long as they comply with this Agreement and Applicable Law, as defined below, and are not inconsistent with the Project Approvals as set forth above, and meet the intent and comply with any City adopted Designed Guidelines, as applicable. To the extent permitted by law, City shall not use its discretionary authority in considering these Subsequent Approval applications to revisit or frustrate the policy decisions or material terms reflected by the Project Approvals. Developer agrees that development under this Agreement shall comply with provisions reflected in Uniform Codes (whether building, fire, plumbing, or other applicable uniform codes) which may adopted subsequent to the Effective Date of this Agreement. | Compliant | | |
| 61 | b) | Basis for Denial. City may deny an application for a Subsequent Approval only if such application does not comply with this Agreement or Applicable Law, defined below, or does not substantially comply with the Project Approvals (provided, however, that inconsistency with the Project Approvals shall not constitute grounds for denial of a Subsequent Approval which is requested by Developer as an amendment to that Project Approval). City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with this Agreement or Applicable Law, or as is necessary to make this Subsequent Approval consistent with the Project Approvals. If City denies any application for a Subsequent Approval, City shall specify in writing the reasons for such denial and may suggest a modification which would be approved by City. | See Comments/Action Items | As of October 7, 2019, there has been no need to exercise the provisions of Section 4.05. | |
| 62 | Section 5.02 | Timely Submittals By Developer. Developer acknowledges that City cannot expedite processing of the Subsequent Approvals until Developer submits complete applications on a timely basis. Developer shall use its best efforts to (a) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (b) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other necessary materials as set forth in the Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals consistent with this Agreement. | See Comments/Action Items | As of October 7, 2019, the Developer has not submitted applications for engineering or building permits for the project. | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 63 | Section 5.03 | Timely Processing By City. Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval, City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval applications including, without limitation, (a) providing at Developer's expense and subject to Developer's request and prior written approval, reasonable overtime staff assistance and/or staff consultants for planning and processing of each Subsequent Approval application; (b) if legally required, providing notice and holding public hearings; and (c) acting on any such Subsequent Approval application. If Developer elects to request and approve the use of overtime staff assistance or staff consultants for planning and processing of any Subsequent Approval pursuant to this Section 5.03, Developer's reimbursement to City for such services shall be made in amount equal to City's actual costs of providing such services, in accordance with standard City practice. | See Comments/Action Items | As of October 7, 2019, the Developer has not submitted applications for engineering or building permits for the project. | |
| 64 | Section 5.04 | Other Government Permits. At Developer's sole discretion and in accordance with Developer's construction schedule, Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City shall cooperate with Developer in its efforts to timely obtain such permits and approvals and shall, from time to time, at the request of Developer, use its best efforts to ensure the timely availability of such permits and approvals. City shall cooperate with Developer to obtain any and all approvals from Contra Costa County related to the construction or operation of the Drainage Improvements. City shall also cooperate with Developer, CCWD and the Bureau of Reclamation (the "Bureau") in all matters related to CCWD's application to the Bureau to expand the place of use of Central Valley Project water to include the Project Site. | See Comments/Action Items | The City has cooperated with the Developer in finalizing the Planning Survey Report (PSR) necessary for Habitat Conservation Plan (HCP) compliance. Developer submitted the final PSR to the Bureau as part of its application for CVP inclusion. | |
| 65 | ⊟ Section 5.05 | Lighting and Landscaping District, Park Maintenance. | See Comments/Action Items | As of October 7, 2019, the Developer has not submitted applications for engineering or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development. | |
| 66 | a) | Developer agrees that the Project Site will be annexed into the City's existing Lighting and Landscaping District, as established pursuant to City Resolution No. 88-7324 ("LLD"). as well as City's Community Facilities District 2007-1 for park maintenance ("CFD"). | Not Applicable (at this time) | | |
| 67 | b) | Developer agrees that the base assessment applies to the Project and is subject to increase, provided any such increase of the base assessment imposed uniformly or similarly situated properties by City in a manner consistent with State law. Developer further agrees that the base assessment shall be levied upon recordation of each of the Project's final maps. The parties agree that the base LLD assessment described herein shall finance, among other things, the maintenance of any and all landscape improvements and the maintenance of the parks. | Not Applicable (at this time) | | |
| 68 | Section 5.06 | Public Safety Services CFD. Developer agrees to take all steps necessary to include the Project Site into the City's existing police services Community Facilities District 2005-1, as adopted pursuant to Resolution No. 05-10342 (the "Public Safety Services") at no cost to the City, in order to provide for police and other emergency services to the Project Site. This process shall be completed, to the reasonable satisfaction of the City Manager and the City Attorney, before filing the first final map on the Project. Each legal residential lot located on the Project Site will be required to pay the levy by the Police Services District no earlier than the issuance of a building permit for such lot. | See Comments/Action Items | As of October 7, 2019, the Developer has not submitted applications for engineering or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development. | |
| 69 | Section 5.07 | Fire Services CFD. Developer agrees to annex the Project Site into the City's existing Community Facilities District 2017-1 (Fire Facilities and Fire Safety and Emergency Services) as adopted pursuant to Resolution 17-13311, at no cost to the City, to provide fire protection and emergency services for the Project Site. This process shall be completed to the satisfaction of the City Manager, prior to the recordation of the first final map for the Project. Each legal residential lot located on the Project Site will be required to pay the levy for this district no earlier than the issuance of a certificate of occupancy for such lot (such levy shall not go into effect for any certificate of occupancy issued for model homes in the Project until such model home is transferred to a third party homebuyer). | See Comments/Action Items | As of October 7, 2019, the Developer has not submitted applications for engineering or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development. | |
| 70 | Section 5.08 | General Plan Maintenance Fee. Developer agrees to pay a development related fee to help fund the maintenance of the Pittsburg General Plan. The General Plan Maintenance Fee will be One Hundred Twenty-five Dollars ($125) per building permit. | See Comments/Action Items | As of October 7, 2019, the Developer has not submitted applications for engineering or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development. | |
| 71 | ⊟ Section 5.09 | Assessment Districts or Other Funding Mechanisms. | | | |
| 72 | a) | City understands that City's long term assurances to Developer concerning fees, taxes and assessments related to the Project are a material consideration for Developer agreeing to process the siting of the Project in its present location and to pay the fees, taxes and assessments described in this Agreement. City shall retain the ability to initiate or process applications for the formation of new assessment districts or other Funding Mechanisms, as defined in Section 3.09 of this Agreement, covering all or any portion of the Project site. Notwithstanding the foregoing, Developer retains all its rights to oppose the formation or proposed assessment of any new assessment district, Funding Mechanism, or any and all increases thereto, or to request or pursue assessment credits or reductions, unless otherwise provided for herein or unless such assessment, Funding Mechanism or related increases are in place and legally effective as of the date of this Agreement's Effective Date. | See Comments/Action Items | As of October 7, 2019, there has been no need to exercise the provisions of Section 5.09. | |
| 73 | b) | At the request of Developer, City shall cooperate in the formation of, or annexation to, those assessment districts, geologic hazard abatement district, landscaping and lighting districts, community facilities districts, tax-exempt financing mechanisms, or other Funding Mechanisms that Developer and City determine are needed to fund infrastructure improvements and to ensure the orderly development of the Project, at no cost to the City. City shall diligently and expeditiously process applications by Developer necessary to establish such Funding Mechanisms as long as (i) the application complies with law, (ii) is consistent with City's standards, and (iii) provides for a lien to value ratio and other financial terms that are reasonably acceptable to City, and which will result in no commitment of City funds. City shall diligently seek to sell any bonds to be issued and secured by such assessments upon the best terms reasonably available in the marketplace. Any and all costs associated with this Section shall be borne and/or advanced by Developer. | Not Applicable (at this time) | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 74 | Section 5.10 | Warranty Bonds. Developer agrees that every infrastructure improvement dedicated to City (except landscaping, unimproved real property or open space dedications) pursuant to this Agreement shall be accompanied by a one (1) year warranty bond in a form and in an amount, and with a surety acceptable to City or otherwise as determined in the applicable Subdivision Improvement Agreement. | Not Applicable (at this time) | | |
| 75 | **Article VI - Standards, Laws and Proceedures Governing the Project** | | | | |
| 76 | Section 6.01 | Vested Right to Develop. Developer shall have a vested right to develop the Project on the Project Site in substantial conformance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), the Subsequent Approvals (as and when issued), and amendments thereto as shall, from time to time, be approved pursuant to this Agreement. Nothing in this Section 6.01 shall be deemed to eliminate or diminish the requirement of Developer to obtain any required Subsequent Approvals. | Compliant | | |
| 77 | Section 6.02 | Permitted Uses Vested by This Agreement. The permitted uses of the Project Site; the density and intensity of use of the Project Site; the maximum height, bulk and size of proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals. | Compliant | | |
| 78 | Section 6.03 | Applicable Law. “Applicable Law” shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the project site; governing density; and governing design, improvements, and construction standards and specifications applicable to the Project and Project site as set forth in this Agreement and the Project Approvals, and in force and effect on the Effective Date of this Agreement. However, this Agreement and this Section shall not be construed to prevent the City, in any subsequent actions applicable to the Project Site, from applying any new rules, regulations, official policies, standards, and specifications that do not conflict with those rules, regulations, official policies, standards, and specifications existing as of the Effective Date of the Agreement. | Compliant | | |
| 79 | Section 6.04 | Uniform Codes. Notwithstanding any other provision of this Agreement, City may apply to the Project Site, at any time during the Term, the then current Uniform Building Code and other uniform construction codes as properly modified by City and uniformly applied on a citywide basis, and City’s then current design and construction standards for road and storm drain facilities. In no event shall any such uniform code or standard be adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project. | Compliant | | |
| 80 | Section 6.05 | Moratorium And Conflicting Enactments. To the extent consistent with State Law, if any ordinance, resolution or other measure is enacted, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project on all or any part of the Project Site, City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the term of this Agreement, unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code Section 8558. Developer reserves the right to challenge in court any City action or inaction which Developer believes is in conflict with Applicable Law or this Agreement. | Compliant | | |
| 81 | Section 6.06 | Environmental Mitigation. The parties understand that the EIR for the Project is a project level CEQA document intended to be used in connection with each of the Project Approvals and Subsequent Approvals needed for the Project. Consistent with the CEQA policies and requirements applicable to the EIR, City agrees to use the EIR in connection with the processing of any Subsequent Approval to the extent allowed by law. City agrees not to impose on Developer any mitigation measures or other conditions of approval other than those specifically imposed by the Project Approvals and the Mitigation Monitoring Program described in the FEIR, specifically required by Applicable Law, or as properly required through the design or architecture review process as long as such mitigation measures or other conditions are imposed in a manner consistent with applicable design review guidelines. | Compliant | | |
| 82 | Section 6.07 | Life of Subdivision Maps, Development Approvals, and Permits. To the extent consistent with Applicable Law, the term of any subdivision map or any other map, permit, rezoning or other land use entitlement approved as a Project Approval or Subsequent Approval shall automatically be extended for the duration of this Agreement, including any extensions. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies that regulate land use, development or the provision of services to the land, prevents, prohibits or delays the construction of the Project. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable court order or other legal requirement prevents the processing of any Subsequent Approval or prevents any Project development activities. | Compliant | | |
| 83 | Section 6.08 | State and Federal Law. As provided in California Government Code § 65869.5, if any state or federal laws or regulations, enacted after this Agreement’s Effective Date prevent or preclude compliance with one or more provisions of this Agreement (“Changes in the Law”), such provision of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations as may be necessary to comply with Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement including, without limitation, Article V and Section 10.05. Not in limitation of the foregoing, nothing in this Agreement shall preclude City from imposing on Developer any fee specifically required by State or Federal laws and regulations. | Compliant | | |
| 84 | Section 6.09 | Timing of Project Construction and Completion. | | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 85 | a) | Project Phasing. The Project is expected to be built in phases in response to then-existing market conditions over the Term of the Agreement. Except as otherwise specifically provided by this Agreement with respect to Project infrastructure timing, City and Developer expressly agree that there is no requirement that Developer initiate or complete development of the Project or any particular phase of the Project within any particular period of time, and City shall not impose such a requirement on any Project Approval. The parties acknowledge that Developer cannot at this time predict when or the rate at which or the order in which phases will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as market demand, interest rates, competition and other similar factors. | Compliant | | |
| 86 | b) | The parties agree that Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time, and Developer shall determine which part of the Project Site to develop first, and at Developer's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' desire to avoid that result by acknowledging that Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. Developer's rights under this Section 6.09(b) shall be subject to the requirement that adequate infrastructure to serve each phase of the Project is constructed concurrently with such phase. The City Manager shall reasonably determine what infrastructure will be required to serve each phase of the Project, which determination shall be consistent with Applicable Law. | Compliant | | |
| 87 | c) | Nothing in this Agreement shall exempt Developer from completing work required by a subdivision agreement, road improvement agreement or similar agreement in accordance with the terms thereof. | Compliant | | |
| 88 | Section 6.10 | Exempting Fees, Mitigation Measures and Similar Requirements Imposed by Outside Agencies. Notwithstanding any other provision of this Agreement, the City agrees to exclude Developer from any and all discretionary collection agreements regarding fees, mitigation measures and similar requirements including, but not limited to, development impact fees, which other public agencies request the City to impose at City's discretion on the Project or on the Project Site after the Effective Date through the Term of this Agreement. This Section 6.10 shall not prohibit the City from imposing on Developer any fee, mitigation measure or similar requirement or obligation that is required by a local or regional agency in accordance with local, regional, State or Federal obligations and implemented by the City in cooperation with such local, regional, state or federal agency, provided such fee, mitigation measure or similar requirement or obligation is imposed in a similar manner on similarly situated properties within the City as, for example, stormwater-related C.3 requirements and increases thereto. | Compliant | | |
| 89 | Section 6.11 | City's Joint-Inspection Jurisdiction. Developer acknowledges that City has joint inspection jurisdiction within other third-party governmental entities within any and all City rights-of-way and easements. | Compliant | | |
| 90 | **Article VII - Amendment** | | | | |
| 91 | Section 7.01 | Amendment to Project Approvals, Subsequent Approvals. To the extent permitted by state and federal law, any Project Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner: | See Comments/Action Items | As of October 7, 2019, there has been no need to exercise the provisions of Section 7.01. | |
| 92 | a) | Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the City Manager or his/her designee shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable uniform codes and State or Federal law. If the City Manager or his/her designee finds that the proposed amendment or modification is minor in the context of the entire Project, consistent with this Agreement and Applicable Law, and will result in no new significant environmental impacts not addressed and mitigated in the EIR, the amendment shall be determined to be an "Administrative Project Amendment" and the City Manager or his/her designee may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, changes in trail alignments, minor variations in lot layouts, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments. | Not Applicable (at this time) | | |
| 93 | b) | Non-Administrative Project Amendments. Any request of Developer for an amendment or modification to a Project Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement. | Not Applicable (at this time) | | |
| 94 | Section 7.02 | Amendment of This Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows: | See Comments/Action Items | As of October 7, 2019, there has been no need to exercise the provisions of Section 7.02. | |
| 95 | a) | Administrative Agreement Amendments. The City Manager, or his/her designee, may, except to the extent otherwise required by law, enter into certain amendments of this Agreement on behalf of the City as long as any such amendment does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings or (vi) monetary contributions by Developer ("Administrative Agreement Amendment"), and shall not, except to the extent otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. For purposes of this Section 7.02(a), the term "substantially affect" shall be evaluated in the context of the entire Project. | Not Applicable (at this time) | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 96 | b) | Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval, whether done administratively or not, shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement when written and executed by both parties. | Not Applicable (at this time) | | |
| 97 | c) | Amendment Limitations. In consideration of the scope of the benefits to City set forth in this Agreement, any amendment to this Agreement shall only be subject to such new terms and conditions, including new exactions or other obligations, as are reasonably related to the impacts on City directly attributable to such amendment. | Not Applicable (at this time) | | |
| 98 | **Article VIII - Assignment, Transfer and Notice** | | | | |
| 99 | Section 8.01 | Assignment of Interests, Rights and Obligations. Developer may transfer or assign all or any portion of its interests, rights or obligations under this Agreement, the Project Approvals or Subsequent Approvals to third parties acquiring an interest or estate in the Project or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or facilities. | See Comments/Action Items | As of October 7, 2019, there has been no need to exercise the provisions of Article VIII. | |
| 100 | Section 8.02 | Transfer Agreements. | Not Applicable (at this time) | | |
| 101 | a) | In connection with the transfer or assignment by Developer of all or any portion of the Project (other than a transfer or assignment by Developer to an affiliated party, any deed of trust beneficiary or mortgagee, or a "Non-Assuming Transferee" (as defined in Section 8.03), Developer and the transferee shall enter into a written agreement (a "Transfer Agreement") regarding the respective interests, rights and obligations of Developer and the transferee in and under the Agreement, the Project Approvals, and the Subsequent Approvals. Such Transfer Agreement may (i) release Developer from obligations under the Agreement, the Project Approvals, or the Subsequent Approvals that pertain to that portion of the Project being transferred or assigned, as described in the Transfer Agreement, provided that the transferee expressly assumes such obligations, (ii) transfer to the transferee vested rights to improve that portion of the Project being transferred and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment. | Not Applicable (at this time) | | |
| 102 | b) | Any Transfer Agreement shall be binding on Developer, City and the transferee and, unless otherwise provided for in Section 8.03 of this Agreement, shall require the City's prior written consent, which consent shall not be unreasonably withheld. Failure by City to respond within thirty (30) days of a written request by Developer for City's consent shall be deemed City's approval of the Transfer Agreement in question. City may refuse to give its consent only if, in light of the proposed transferee's reputation and financial resources, such transferee would not in City's reasonable determination be able to perform the obligations proposed to be assumed by such transferee. Such determination shall be made by the City Manager and is appealable to the City Council. In no event, however, shall City refuse to give its consent to a proposed transferee pursuant to this Section 8.02(b) if such transferee has a net worth of at least Ten Million Dollars ($10,000,000) documented in a manner reasonably acceptable to City. Upon recordation of any Transfer Agreement in the Official Records of Contra Costa County, Developer shall automatically be released from those obligations assumed by the transferee therein. | Not Applicable (at this time) | | |
| 103 | c) | Developer shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee pursuant to a Transfer Agreement. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person. | Not Applicable (at this time) | | |
| 104 | Section 8.03 | Non-Assuming Transferees. Except as otherwise required by Developer in Developer's sole discretion, the burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor City's consent shall be required in connection with (i) any single residential parcel conveyed to a purchaser, (ii) any property transferred as fewer than ten (10) lots to a single retail builder or (iii) any property that has been established as one or more separate legal parcels for office, commercial, open space, park, school or other nonresidential uses. The transferee in such a transaction and its successors ("Non-Assuming Transferees") shall be deemed to have no obligations under this Agreement, but shall continue to benefit from the vested rights provided by this Agreement for the duration of the Term. Nothing in this Section 8.03 shall exempt any property transferred to a Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable conditions of approval. | Not Applicable (at this time) | | |
| 105 | Section 8.04 | Notice of Compliance Generally. Subject to City's finding that the facts contemplated by clauses (i) through (iii) herein are true and accurate, within thirty (30) days following any written request which Developer may make from time to time, City shall execute and deliver to Developer (or to any party requested by Developer) a written "Notice of Compliance," in recordable form, duly executed and acknowledged by City, that certifies that (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications, (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default, and (iii) any other information reasonably requested by Developer. City's failure to deliver such notice within such time period shall constitute a conclusive presumption against City that this Agreement is in full force and effect without modification except as may be represented by the Developer and that there are no uncured defaults in the performance of the Developer, except as may be represented by the Developer. Developer shall have the right at Developer's sole discretion, to record the Notice of Compliance. | Not Applicable (at this time) | | |
| 106 | **Article IX - Cooperation in the Event of Legal Challenge** | | | | |
| 107 | Section 9.01 | Cooperation. | See Comments/Action Items | As of October 7, 2019, there has been no need to exercise the provisions of Article IX. | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 108 | a) | Developer 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 not a party to this Agreement challenging the validity of the Agreement or any Project Approval or any Subsequent Project Approval, or otherwise arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer 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 attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City 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 Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees, and time referenced herein. | Not Applicable (at this time) | | |
| 109 | b) | Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations by the Developer, its officers, employees, agents or consultants, under this Agreement, except for such claims, costs, damages, or other liabilities which are caused by the sole or gross negligence of the City, its officials, officers, employees, agents, or consultants. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. | Not Applicable (at this time) | | |
| 110 | c) | The parties agree that this Section 9.01 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 9.01, which shall survive such invalidation, nullification or setting aside. | Not Applicable (at this time) | | |
| 111 | − Section 9.02 | Cure; Reapproval. | Not Applicable (at this time) | | |
| 112 | − a) | If, as a result of any administrative, legal or equitable action or other proceeding as described in Section 9.01, all or any portion of this Agreement, Project Approvals, or Subsequent Approvals are set aside or otherwise made ineffective by any judgment (a "Judgment") in such action or proceeding (based on procedural, substantive or other deficiencies, hereinafter "Deficiencies"), the parties agree to use their respective best efforts to sustain and reenact or readopt this Agreement, Project Approvals, and/or Subsequent Approvals that the Deficiencies relate to, as follows, unless the parties mutually agree in writing to act otherwise: | Not Applicable (at this time) | | |
| 113 | i) | If any Judgment requires reconsideration or consideration by City of this Agreement, Project Approval, or Subsequent Approval, then the City shall consider or reconsider that matter in a manner consistent with the intent of this Agreement. If any such Judgment invalidates or otherwise makes ineffective all or any portion of this Agreement or any Project Approval, or Subsequent Approval, then the parties shall cooperate and shall cure any Deficiencies identified in the Judgment or upon which the Judgment is based in a manner consistent with the intent of this Agreement and the Judgment. Upon the parties cure of such Deficiencies, City shall then take steps consistent with the Judgment necessary readopt or reenact this Agreement and any applicable Project Approval, Subsequent Approval, or any portion thereof. | Not Applicable (at this time) | | |
| 114 | ii) | Acting in a manner consistent with the intent of this Agreement or a Judgment includes, but is not limited to, recognizing that the parties intend that Developer may develop a nine hundred seventeen (917) single-family residential unit project, and adopting such ordinances, resolutions, and other enactments, including, but not limited to, a general plan amendment, rezoning, vesting subdivision map approvals, development plan approvals, PD Plan approvals, design review, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, final development plans, development agreements, permits, resubdivisions, and any amendments to, or repealing of, any of the foregoing as are necessary to readopt or reenact all or any portion of this Agreement, Project Approvals, and/or Subsequent Approvals without contravening the Judgment. | Not Applicable (at this time) | | |
| 115 | b) | The parties agree that this Section 9.02 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 9.02, which shall survive such invalidation, nullification or setting aside. | Not Applicable (at this time) | | |
| 116 | **− Article X - Default, Remidies, Termination** | | | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 117 | Section 10.01 | Defaults. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (the "Complaining Party") (unless such period is extended by mutual written consent), shall constitute a default under this Agreement. The Complaining Party's notice ("Default Notice") shall specify the nature of the alleged failure and, may specify the manner in which the failure satisfactorily may be cured By the other party (the "Defaulting Party"). Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of a default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then no fault shall be deemed to have occurred if: (a) the cure shall be commenced at the earliest practicable date following receipt of the Default Notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (if no event later than thirty (30) days after the Defaulting Party's receipt of the Default Notice), the Defaulting Party provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within one hundred twenty (120) days after the Notice of Default is given. Complaining Party shall not send notice to any third party, including, but not limited to, bonding and surety companies, until such time as the cure opportunities set forth above have expired unless otherwise required by applicable law. Upon the occurrence of a default under this Agreement, the Complaining Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured consistent with this Section, then no default shall exist and the Complaining Party shall take no further action. | See Comments/Action Items | As of October 7, 2019, there has been no need to exercise the provisions of Section 10.01. | |
| 118 | Section 10.02 | Termination. If City elects to consider terminating this Agreement due to a material default of Developer, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. As used herein, a finding of materiality shall be based on the effect of the default in relation to the size and scope of the Project. Developer shall have the right to offer written and oral evidence prior to or at the time of said public hearings. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated sixty (60) days thereafter; provided, however, that if Developer files an action to challenge City's termination of this Agreement within such 60-day period, then this Agreement shall remain in full force and effect until a trial court has affirmed City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired). | See Comments/Action Items | As of October 7, 2019, there has been no need to exercise the provisions of Section 10.02. | |
| 119 | ⊟ Section 10.03 | Periodic Review | See Comments/Action Items | The City has conducted its first Annual Review of the Development Agreement. As of October 7, 2019, both parties were compliant with the DA. | |
| 120 | a) | Conducting the Periodic Review. Throughout the Term of this Agreement, at least once every twelve (12) months following the execution of this Agreement, City shall review the extent of good-faith compliance by Developer with the terms of this Agreement. This review (the "Periodic Review") shall be conducted by the City Manager or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code § 65865.1. Developer also agrees to pay City annually the greater of Five Thousand Dollars ($5,000) or the actual cost of Periodic Review Fee (not to exceed Ten Thousand Dollars ($10,000)). The Five Thousand Dollars ($5,000) shall be increased annually thereafter by the CPI for the San Francisco-Oakland Area, with the first increase implemented in January 2017 reflecting 2016 increases. Such Periodic Review Fee shall only be paid in the years in which a Periodic Review is actually conducted. | Compliant | | |
| 121 | b) | Notice. At least ten (10) days prior to the Periodic Review, and in the manner prescribed in Article XII of this Agreement, City shall deposit in the mail to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Developer's performance hereunder. Developer shall be permitted an opportunity to respond to City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Such response shall be made to the City Manager. | See Comments/Action Items | Notice of the Annual Review was given to the Developer on October 1, 2019. | |
| 122 | c) | Good Faith Compliance. During the Periodic Review, the City Manager shall review Developer's good-faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the City Manager shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the City Manager shall be appealable to the City Council. If the City Manager finds and determines that Developer has not complied with such terms and conditions, the City Manager may recommend to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in California Government Code §§ 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein shall be shared equally by Developer and City. | Compliant | | |
| 123 | d) | Failure to Properly Conduct Periodic Review. If, after thirty (30) days following Developer's notice requesting a Periodic Review, City fails to initiate the Periodic Review, such failure shall be conclusively deemed an approval by City of Developer's compliance with the terms of this Agreement. | Compliant | | |
| 124 | e) | Written Notice of Compliance. With respect to any year for which Developer has been determined or deemed to have complied with this Agreement, City shall, within thirty (30) days following a written request by Developer, provide Developer with a written notice of compliance, in recordable form, duly executed and acknowledged by City. Developer shall have the right, in Developer's sole discretion, to record such notice of compliance. | See Comments/Action Items | Written Notice of Compliance will be sent to the Developer upon conclusion of the Annual Review. | |
| 125 | Section 10.04 | Default by City or Developer. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided herein and under law. | See Comments/Action Items | As of October 7, 2019, there has been no need to exercise the provisions of Section 10.04. | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 126 | Section 10.05 | Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorism, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting State or Federal laws or regulations, or judicial decisions. Neither party shall be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, the Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are t due to Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project and unrelated to Developer's actions or inactions and beyond Developer's control. Upon the properly noticed request of either party hereto, as required by Section 12.09, an extension of time for the performance of any obligation whose performance has been so prevented or delayed will be set forth in writing. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon in writing. | See Comments/Action Items | As of October 7, 2019, there has been no need to exercise the provisions of Section 10.05. | |
| 127 | Section 10.06 | Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement. | See Comments/Action Items | As of October 7, 2019, there has been no need to exercise the provisions of Section 10.06. | |
| 128 | Section 10.07 | California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. | Compliant | | |
| 129 | Section 10.08 | Resolution of Disputes. With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer shall, at City's request, meet with City. The parties to any such meetings shall attempt in good faith to resolve any such disputes. If the parties are then unable to resolve their dispute, either party may commence mediation by providing to JAMS, or its successor, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or ninety (90) days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties both agree in writing. The provisions of this Section 10.08 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered. Nothing in this Section 10.08 shall in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the parties to such meetings. | See Comments/Action Items | As of October 7, 2019, there has been no need to exercise the provisions of Section 10.08. | |
| 130 | Section 10.09 | Attorneys' Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and any related other costs incurred in that proceeding in addition to any other relief to which it is entitled. | Not Applicable | | |
| 131 | **Article XI - No Agency, Joint Venture or Partnership** | | | | |
| 132 | | It is specifically understood and agreed to by and between the parties hereto that unless otherwise expressly provided herein: (i) the subject development is a private development; (ii) City have no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals; (iii) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, the Project Approvals, Subsequent Approvals, and Applicable Law; and (iv) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer. City agrees that Developer's obligations under this Agreement related to the construction of Project water, sewer and drainage infrastructure improvements, the grading and construction of traffic improvements, and the grading and construction of any other public improvements (collectively, the "Public Improvements") are all public works of improvement City is requiring as a condition of regulatory approval of the Project and that the Project is an otherwise private development. City further agrees that it will contribute no more money, or the equivalent of money, to the overall Project than is required to construct the Public Improvements and that City maintain no proprietary interest in the overall Project. | Compliant | | |
| 133 | **Article XII - Miscellaneous** | | | | |
| 134 | Section 12.01 | Section 12.01 Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein. | Not Applicable | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 135 | Section 12.02 | Enforceability. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by City that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code § 65866. In the event of any conflict between the provisions of this Agreement and Applicable Law, the Project Approvals or any Subsequent Approval, this Agreement shall prevail. | Compliant | | |
| 136 | Section 12.03 | Findings. City hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan. | Not Applicable | | |
| 137 | Section 12.04 | Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party. | Compliant | | |
| 138 | Section 12.05 | Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals and this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder. | Compliant | | |
| 139 | Section 12.06 | Construction. Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals shall be deemed to refer to the Agreement, Project Approval or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. | Compliant | | |
| 140 | Section 12.07 | Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several. | Not Applicable | | |
| 141 | Section 12.08 | Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code § 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Project Site and is binding upon the owner of all or a portion of the Project Site and each successive owner during its ownership of such property. | Not Applicable | | |
| 142 | Section 12.09 | Notices. Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally, by fax (with original forwarded by regular U.S. Mail) by registered or certified mail (return receipt requested), or by FedEx or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party’s facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days 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. | Compliant | | |
| 143 | Section 12.10 | Entire Agreement, Counterparts And Exhibits. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of thirty-two (32) pages and three (3) exhibits which constitute in full, the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. All waivers of any provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes: Exhibit A - Legal Description; Exhibit A-1 - Project Site Diagram; Exhibit B - Applicable Fees | Not Applicable | | |
| 144 | Section 12.11 | Recordation Of Development Agreement. Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement, or Memorandum thereof, in the Official Records of the County of Contra Costa. The parties agree to cooperate as to preparation, execution, and recording of a Memorandum hereof. | See Comments/Action Items | The DA was recorded at the Contra Costa County Clerk-Recorder on December 26, 2018 (DOC 2018-0205803-00) | |
| 145 | | | | | |
| 146 | | | | | |
| 147 | | | | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 148 | | | | | |

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

| | | |
|---|---|---|
| Periodic Review of Liberty Subdivision Development Agreement Between The City of Pittsburg and Forecast Land Development, LLC and Determination as to Compliance with Development Agreement | ) ) ) ) ) ) | RESOLUTION NO. 19- |

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, a Development Agreement between the City of Pittsburg and Forecast Land Investment, LLC, was executed on June 28, 2018, for the Liberty Subdivision; and

WHEREAS, California Government Code Section 65864 *et seq*. ("Development Agreement Statutes") authorizes and regulates the execution of development agreements ("DAs") between certain public entities and persons who desire to develop private property within a public entity's jurisdiction; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration of DA applications by property owners or other persons having an interest in property within City's jurisdiction; and

WHEREAS, Section 65865.1 requires City to conduct a periodic review of the City's active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has not complied in good faith with the terms and conditions of the Development Agreement, the City may terminate or modify the DA pursuant to the Development Agreement Statutes.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. Findings

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2. Compliance with Development Agreement

The City Council hereby finds and determines that, based on the information provided by the Developer and City staff, as well as the information contained in the "Liberty DA – 2019 Annual Review", attached hereto and incorporated herein by reference as "Exhibit 1," the Developer has demonstrated good faith compliance with the Liberty Development Agreement.

Section 3. Certificate of Compliance

The City Council hereby directs and authorizes the City Manager to issue a certificate codifying the "Finding of Compliance" for Liberty Subdivision Development Agreement in a form that can be recorded by the Developer.

Section 4. Certification

The City Clerk shall certify the adoption of this Resolution.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of November, 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

# Liberty DA - 19 Annual Review



| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 1 | **Article II - Effective Date; Term** | | | | |
| 2 | Section 2.01 | Effective Date. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective (the "Effective Date"). | See Comments/Action Items | The ordinance approving this development agreement was introduced by City Council on June 4, 2018 and adopted on June 18, 2018. | |
| 3 | Section 2.02 | Term. The term of this Agreement shall commence upon the Effective Date and continue for a period of ten (10) years (the "Term"). However, at such time as Developer has complied with all conditions in this Agreement, and upon the City Manager's written authorization, this Agreement shall terminate and be of no further effect between the parties. The termination shall not alter any of the Project Approvals and related matters as to the Project. | See Comments/Action Items | Based on the effective date of June 18, 2018, this development agreement would expire in 2028. | |
| 4 | **Article III - Obligations of Developer** | | | | |
| 5 | Section 3.01 | Obligations of Developer Generally. The parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer's agreement to perform and abide by its long term covenants and obligations, as set forth herein. As material consideration for the long term assurances and vested rights provided by this Agreement and as a condition of approval to one or more of the Project Approvals, Developer agrees to each of the following: | Not Applicable | | |
| 6 | Section 3.02 | Facility Reserve Charges. Developer agrees to pay City's Facility Reserve Charges ("FRC") as set or modified by the City Council from time to time. | In Progress | These fees are currently being paid as part of each building permit issued for the project. | |
| 7 | Section 3.03 | Water Infrastructure. Developer shall comply with the 2015 Water System Master Plan, as amended. | Compliant | | |
| 8 | Section 3.04 | Applicable Fees. City may levy development fees and charges during the term of this Agreement relative to the development of the Project Site which are in force and effect as of the Effective Date, or which are in effect at the time payment of those fees are due as more particularly described and according to the payment schedule set forth on Exhibit B ("Applicable Fees"). Unless otherwise provided in this Agreement, no development fees, or charges, or categories thereof, shall be imposed on the Project other than those fees (including categories within such fees), and charges identified as Applicable Fees on Exhibit B, which exhibit shall exclusively govern the Applicable Fee payment schedule. The parties agree that any and all Project development fees, charges or exactions related to schools, fire prevention, water, sewer, stormwater, and storm drainage facilities, which are to be paid by Developer directly to third-party governmental agencies, are not subject to or within the scope of this Agreement whether such third party charges exist or are subsequently imposed by such third parties, whether directly upon Developer or through City. This provision shall not be construed to benefit any Non-Assuming Transferees, as such term is defined in herein. | Compliant | | |
| 9 | Section 3.05 | Applicable Fee Adjustments. Developer shall pay fees and charges consistent with Section 3.04 above, and the applicable adjustments currently provided in such fees, and as modified from time to time by the City, whether such adjustment or modification is an increase or decrease. Developer retains the right to challenge the imposition of any new fees not referenced in this Agreement or the modification, amendment or adjustment of all Applicable Fees pursuant to Government Code § 66000 et seq., not already authorized by ordinances, resolutions or policies in place at the time of this Agreement's execution. Should the City Council approve a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees. | Compliant | | |
| 10 | Section 3.06 | City Local Traffic Mitigation Fee. Developer shall pay the City Local Traffic Mitigation Fee, which fee is necessary to finance unmet City traffic improvement needs in the amount in effect as of the Effective Date and subject to adjustment in accordance with Resolution No. 07-10917 with credit for certain improvements constructed by Developer per Section 4.04 below. If the City Council approves a new AB 1600 fee study and/or authorizes a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees. | | These fees are currently being paid as part of each building permit issued for the project. | |
| 11 | Section 3.07 | Regional Traffic Fee. Developer shall the ECCRFA Regional Transportation Development Impact Mitigation Fee (PMC Chapter 15.103) (the "RTDIM") amount in effect when the Developer obtains a Building Permit. The RTDIM will be automatically increased or decreased on January 1 of each year based on the percent change in the Engineering News Record Construction Costs Index-San Francisco Bay Area between September 1 and September 1 of the preceding two calendar years. Developer shall pay the fees prior to issuance of a Building Permit. If no Building Permit is required, then Developer shall pay the fees at a time consistent with PMC Section 15.103 in the amount in effect when the Project commences pursuant to PMC Section 15.103. | | These fees are currently being paid as part of each building permit issued for the project. | |
| 12 | Section 3.08 | Fees, Assessments and/or Taxes to be Paid by Developer. Developer agrees to pay its fair share of any levies imposed by any assessment district, landscaping and lighting district, community facilities district, tax-exempt financing mechanisms, or other funding mechanisms related to public safety; traffic; sewer; water; fire; the prevention, mitigation, abatement, or control of geologic hazards; or other infrastructure improvements (including, without limitation, design, acquisition, construction and maintenance costs) (collectively, "Funding Mechanisms") within the Project Site, provided that such Funding Mechanism is referenced herein and/or was legally created pursuant to applicable law. | Compliant | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 13 | Section 3.09 | Affordable Housing. Developer shall comply with PMC 18.86.080 by constructing six (6) rental secondary dwelling units within the Project. A covenant shall be recorded limiting the amount of rent that may be charged for these secondary units, consistent with the terms and conditions set forth in the affordable housing agreement. Prior to the City's issuance of the first certificate of occupancy Developer agrees to enter into an affordable housing agreement with the City (the "Affordable Housing Agreement") attached as Exhibit C which further memorializes the provisions of this Section 3.09 and is consistent with applicable law, including Pittsburg Municipal Code Chapter 18.50. Developer agrees that the secondary dwelling units referenced in this Section shall not be built or otherwise allowed on adjoining lots without the prior written approval of the City Manager. | In Progress | As of the time of this periodic review, the developer intends to construct eight ADUs, six of which will be deed restricted consistent with this development agreement. Deed-restricted ADUs are to be built on Lot Nos. 7, 11, 16, 20, 26, and 42. Staff has received draft affordable housing regulatory agreements for these lots. | |
| 14 | a) | Timing. The Affordable Housing Agreement shall establish provisions to implement the affordable housing requirements within this Agreement and shall include, but not be limited to, implementation and monitoring provisions to ensure compliance with municipal law related to affordable housing. The agreement shall include provisions for the reasonable reimbursement of costs to the City for the administration and monitoring of the agreement. | Compliant | | |
| 15 | b) | Inclusionary Housing Ordinance. Notwithstanding any provision of this Agreement, in the event that the City has rescinded its respective previously adopted affordable housing ordinance and not replaced it with another affordable housing or similar ordinance, or such ordinance has been declared illegal, Developer shall not be obligated to comply with the provisions for affordable housing set forth in this Agreement. In the event, prior to or during the development of the Project, the City amends or replaces or eliminates its affordable housing ordinance which would result in a reduction in the number of secondary units Developer is obligated to construct, then the Affordable Housing Agreement shall be modified to provide for an equivalent reduction in the number of secondary units required to be constructed in the Project or elimination of the requirement. | Not Applicable | The City has not rescinded its affordable housing ordinance as of the time of this periodic review. | |
| 16 | Section 3.10 | Security Improvements | | | |
| 17 | a) | Developer shall pay to the City the actual cost incurred by the City (not to exceed Fifty Thousand Dollars ($50,000.00) towards funding the acquisition and installation a security camera at the entrance to the Property or other location as determined by the City. The security cameras will be installed under the supervision of the City's Police Chief. Developer shall pay such costs within thirty (30) days of receipt of invoice. | In Progress | | |
| 18 | b) | Developer shall install the basic home security wiring implement wireless technology in the Project homes (defined herein as wiring for a basic home security system on the first floor windows and doors only). Developer shall offer one year of professional monitoring service to new homeowners. The monitoring service shall be at the election of the new homeowner. | In Progress | As of the time of this periodic review, none of the homes in the subdivision have been built. Planning staff will inspect each home for compliance with this requirement prior to issuance of a certificate of occupancy. | |
| 19 | Section 3.11 | Solar Roof System. Developer shall install a solar roof system on one of its model homes for example purposes only (which may consist of a few panels with photovoltaic compatibility or other comparable technologies) and offer solar installation as an option at the homeowner's expense. | In Progress | As of the time of this periodic review, none of the model homes in the subdivision have been built. Planning staff will inspect the model homes for compliance with this requirement prior to issuance of a certificate of occupancy. | |
| 20 | Section 3.12 | The Developer shall replace any and all trees that are removed as part of the construction of the Project with the appropriate number of new trees pursuant to the City's Tree Ordinance. Developer shall cause the Project to maintain said trees in an appropriate manner pursuant to the City's Tree Ordinance. | Compliant | To comply with the City's Tree Preservation Ordinance and the project's Tree Removal Permit, the developer has paid an in lieu fee of $4,800. Additionally, the developer has installed twelve (12), 24" box size trees along Central Avenue which will be designated protected trees. The trees have been mapped in the City's Protected Tree layer. | |
| 21 | Section 3.13 | Off-Site Improvements. Developer shall provide off-site improvements for a left turn lane from Central Avenue into the Project. | In Progress | | |
| 22 | **Article IV - Obligations of the City** | | | | |
| 23 | Section 4.01 | Obligations of City Generally. The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City, is a material consideration for City's agreement to perform and abide by the long term covenants and obligations of City, as set forth herein. | Not Applicable | | |
| 24 | Section 4.02 | Availability of Public Services | | | |
| 25 | a) | General. To the extent permitted by law and consistent with its authority, City shall reserve such capacity for water services as may be necessary to serve the Project. This reservation of water infrastructure capacity shall be assured for the Term to the extent consistent with applicable law. | Compliant | | |
| 26 | b) | Construction Water. City shall make construction water available to the Project by allowing the Project access to the City's existing water supply infrastructure, at a location reasonably determined by the City, at Developer's cost and on those terms and conditions and charges customarily applied by City to similar projects consistent with City standards. Developer shall provide backflow prevention for all points of connection to the City's potable water supply system and the volume of water consumed shall be tracked with the use of a City-issued hydrant meter. City shall also allow Developer to install such temporary construction water pipelines and related infrastructure as reasonably necessary to provide construction water to the Project site for Developer's use in any and all Project grading and construction operations, as long as such water is unrelated to potable use. | Compliant | | |
| 27 | Section 4.03 | Developer's Right to Rebuild. City agrees that Developer, in Developer sole's discretion, may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, acts of God, acts of terrorism, or damage to work in progress by reason of fire, floods or other casualties. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA and this Agreement. | Compliant | | |
| 28 | Section 4.04 | Reimbursement of Infrastructure Costs | | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 29 | a) | Reimbursement. Unless otherwise provided for herein, to the extent Developer incurs costs related to the planning and construction of traffic infrastructure, water delivery infrastructure, sewer infrastructure or other public infrastructure required by City or this Agreement for the Project that exceed the Project's fair share obligation for such infrastructure, City shall reimburse Developer for the City's portion of such costs (including any management fees provided for in this Agreement), subject to City's prior verification through inspection of the construction that is subject to such reimbursement and upon final acceptance of the infrastructure by the City. This reimbursement shall be paid within sixty (60) days after City's final acceptance or at such other time as mutually agreed upon in writing by the parties. Developer shall be entitled to a management fee of five percent (5%) for City's share of approved infrastructure costs, including but not limited to design and special inspection costs. The management obligations of Developer hereunder shall include contracting and managing the construction of the infrastructure, retaining copies of records, photographs and "as builts" for the improvement(s) as well as attending meetings and providing necessary reports as reasonably requested by City. | Compliant | | |
| 30 | b) | City's Authorization of Reimbursement. Notwithstanding any other provision of this Section, or of this Agreement, or of VTM provisions, City shall not be responsible to reimburse or credit Developer for any costs, including as referenced in Section 4.04(a) herein, unless prior to Developer incurring any costs for which Developer will request reimbursement from City, Developer shall first provide written documentation as to the work to be performed, the estimated costs thereof, including a not-to-exceed cap, and such other details as reasonably requested by the City Manager and the City Manager approves the proposed costs and related work. If the City Manager fails to respond within thirty (30) days of its receipt of such estimated costs, Developer shall provide a second written notice to the City Manager and to the City Engineer, if neither responds within thirty (30) days of the City's receipt of the second request, the request shall be deemed approved. The City Manager shall have the discretion to require Developer to obtain competitive bids on any work for which Developer may request reimbursement or credit from the City where the total cost (not just the City's share) of that work is One Hundred Thousand Dollars ($100,000) or more. City shall also have the opportunity to inspect any and all infrastructure during its construction, as well as to review any work product for which Developer requests reimbursement or credits. If mutually agreed by the parties in writing, any reimbursement due Developer pursuant to this Agreement may be satisfied by City in the form of credits, which can actually be used by Developer to offset Developer's payment of any Applicable Fees. In the event there are not enough credits to fully satisfy the reimbursement due Developer and subject to the terms of the mutual agreement between the parties referenced in the prior sentence, City shall reimburse Developer within thirty (30) days of invoicing. | Compliant | | |
| 31 | Section 4.05 | Park In Lieu Fee. Developer and City agree that the park in-lieu fee valuation is currently Ten Dollars and Twenty Seven Cents per square foot ($10.27/sf unless City adopts a lower fee in which case the lower fee shall apply), increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2019 reflecting 2018 increases. | In Progress | | |
| 32 | **Article V - Cooperation - Implementation** | | | | |
| 33 | Section 5.01 | Processing Application for Subsequent Approvals. The parties agree that all Subsequent Approvals shall be processed by City in a manner consistent with the following provisions: | | | |
| 34 | a) | Standard of Review. By adopting the Project Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Accordingly, City shall not use its discretionary authority in considering any application for a Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise prevent or delay development of the Project as set forth in the Project Approvals. Instead, the Subsequent Approvals shall be deemed tools to implement those final policy decisions and shall be issued by City so long as they comply with this Agreement and Applicable Law, as defined below, and are not inconsistent with the Project Approvals as set forth above, and meet the intent and comply with any City adopted Designed Guidelines, as applicable. To the extent permitted by law, City shall not use its discretionary authority in considering these Subsequent Approval applications to revisit or frustrate the policy decisions or material terms reflected by the Project Approvals. Developer agrees that development under this Agreement shall comply with provisions reflected in Uniform Codes (whether building, fire, plumbing, or other applicable uniform codes) which may adopted subsequent to the Effective Date of this Agreement. | Compliant | | |
| 35 | b) | Basis for Denial. City may deny an application for a Subsequent Approval only if such application does not comply with this Agreement or Applicable Law, defined below, or does not substantially comply with the Project Approvals (provided, however, that inconsistency with the Project Approvals shall not constitute grounds for denial of a Subsequent Approval which is requested by Developer as an amendment to that Project Approval). City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with this Agreement or Applicable Law, or as is necessary to make this Subsequent Approval consistent with the Project Approvals. If City denies any application for a Subsequent Approval, City shall specify in writing the reasons for such denial and may suggest a modification which would be approved by City. | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of this subsection. | |
| 36 | Section 5.02 | Timely Submittals by Developer. Developer acknowledges that City cannot expedite processing of the Subsequent Approvals until Developer submits complete applications on a timely basis. Developer shall use its best efforts to (i) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (ii) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other necessary materials as set forth in the Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals consistent with this Agreement. | Compliant | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 37 | Section 5.03 | Timely Processing by City. Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval, City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval applications including, without limitation, (i) providing at Developer's expense and subject to Developer's request and prior written approval, reasonable overtime staff assistance and/or staff consultants for planning and processing of each Subsequent Approval application; (ii) if legally required, providing notice and holding public hearings; and (iii) acting on any such Subsequent Approval application. If Developer elects to request and approve the use of overtime staff assistance or staff consultants for planning and processing of any Subsequent Approval pursuant to this Section 5.03, Developer's reimbursement to City for such services shall be made in amount equal to City's actual costs of providing such services, in accordance with standard City practice. | Compliant | | |
| 38 | Section 5.04 | Other Government Permits. At Developer's sole discretion and in accordance with Developer's construction schedule, Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City shall cooperate with Developer in its efforts to timely obtain such permits and approvals and shall, from time to time, at the request of Developer, use its best efforts to ensure the timely availability of such permits and approvals. | Compliant | | |
| 39 | ⊟ Section 5.05 | Landscaping and Lighting District, Park Maintenance, C.3 Facilities. | | | |
| 40 | a) | Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2007-1 (Park Maintenance Services), and the City's Community Facilities District 2016-1 (Maintenance of Project Facilities) for maintenance of off-site C.3 facilities. This process shall be completed to the satisfaction of the City Manager and City Attorney prior to the recordation of the first final map for the project. Each legal residential lot located within the Project Site will be required to pay the levy by the CFD no earlier than the issuance of a building permit for such lot. Developer understands that the project Site is included in the City's existing Citywide Landscaping and Lighting Assessment District, as established pursuant to City Resolution No. 88-7324 ("LLD")., To the extent permitted by law, that the Project shall be assessed in a manner consistent with the provisions herein. | In Progress | | Jolan |
| 41 | b) | Developer agrees that the base assessment applies to the Project and is subject to increase, provided any such increase of the base assessment imposed uniformly or similarly situated properties by City in a manner consistent with State law. Developer further agrees that the base assessment shall be levied upon recordation of each of the Project's final maps. The parties agree that the base LLD assessment described herein shall finance, among other things, the maintenance of any and all landscape improvements and the maintenance of the parks. | In Progress | | Jolan |
| 42 | Section 5.06 | Police Services CFD. Developer agrees to take all steps necessary to include the Project Site into the City's existing police services Community Facilities District 2005-1, as adopted pursuant to Resolution No. 05-10342 (Public Safety Services) at no cost to the City, to provide for police services for the Project Site. This process shall be completed to the satisfaction of the City Manager and the City Attorney, before recordation of the first final map for the Project. Each legal residential lot located on the Project Site will be required to pay the levy by the Police Services District no earlier than the issuance of a building permit for such lot. | In Progress | | Jolan |
| 43 | Section 5.07 | Fire Services CFD. Developer agrees to annex the Project Site into the City's existing Community Facilities District 2017-1 (Fire Facilities and Fire Safety and Emergency Services), as adopted pursuant to Resolution No. 17-13311, at no cost to the City, to provide fire protection and emergency services for the Project Site. This process shall be completed to the satisfaction of the City Manager, prior to the recordation of the first final map for the Project. Each legal residential lot located on the Project Site will be required to pay the levy by the CFD no earlier than the issuance of a building permit for such lot. | In Progress | | Jolan |
| 44 | Section 5.08 | Parkland Dedication In-Lieu Fee. The Developer shall pay an In-Lieu Parkland Dedication Fee on a per permit basis to the Engineering Department prior to the issuance of a building permit for the project per PMC section 17.32.020.D.2. Developer shall receive a fee credit for fifty percent of the acreage of the private tot lot provided for the project. The park in-lieu fee valuation is currently ten dollars and twenty seven Cents per square foot ($10.27/sf), increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2019 reflecting 2018 increases. With the applied credit, Developer shall pay an in-lieu fee of $7,917 per dwelling unit. | In Progress | These fees are currently being paid as part of each building permit issued for the project. | Jolan |
| 45 | ⊟ Section 5.10 | Assessment Districts or Other Funding Mechanisms. | | | |
| 46 | a) | City understands that City's long term assurances to Developer concerning fees, taxes and assessments related to the Project are a material consideration for Developer agreeing to process the siting of the Project in its present location and to pay the fees, taxes and assessments described in this Agreement. City shall retain the ability to initiate or process applications for the formation of new assessment districts or other Funding Mechanisms, as defined in Section 3.08 of this Agreement, covering all or any portion of the Project site. Notwithstanding the foregoing, Developer retains all its rights to oppose the formation or proposed assessment of any new assessment district, Funding Mechanism, or any and all increases thereto, or to request or pursue assessment credits or reductions, unless otherwise provided for herein or unless such assessment, Funding Mechanism or related increases are in place and legally effective as of the date of this Agreement's Effective Date. | Compliant | | |
| 47 | b) | At the request of Developer, City shall cooperate in the formation of, or annexation to, those assessment districts, landscaping and lighting districts, community facilities districts, tax-exempt financing mechanisms, or other Funding Mechanisms that Developer and City determine are needed to fund infrastructure improvements and to ensure the orderly development of the Project, at no cost to the City. City shall diligently and expeditiously process applications by Developer necessary to establish such Funding Mechanisms as long as (i) the application complies with law, (ii) is consistent with City's standards, and (iii) provides for a lien to value ratio and other financial terms that are reasonably acceptable to City, and which will result in no commitment of City. City shall diligently seek to sell any bonds to be issued and secured by such assessments upon the best terms reasonably available in the marketplace. Any and all costs associated with this Section shall be borne and/or advanced by Developer. | Compliant | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 48 | Section 5.11 | Warranty Bonds. Developer agrees that every infrastructure improvement dedicated to City (except landscaping, unimproved real property or open space dedications) pursuant to this Agreement shall be accompanied by a one (1) year warranty bond in a form and in an amount, and with a surety acceptable to City, or otherwise as determined in the applicable Subdivision Improvement Agreement. | Compliant | | |
| 49 | Section 5.12 | General Plan Maintenance Fee. Developer agrees to pay a development related fee to help fund the maintenance of the Pittsburg General Plan. The General Plan Maintenance Fee will be $125.00 per building permit. | In Progress | | |
| 50 | Section 5.13 | Refuse Management Plan. Prior to issuance of the first building permit, Developer shall submit to, and receive written approval from, the City Planning Manager of a proposed refuse management plan addressing, among other matters, the routes for the solid waste company servicing the Project to access and otherwise provide service to the Project. | Compliant | | |
| 51 | **Article VI - Standards, Laws and Proceedures Governing the Project** | | | | |
| 52 | Section 6.01 | Vested Right to Develop. Developer shall have a vested right to develop the Project on the Project Site in substantial conformance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), the Subsequent Approvals (as and when issued), and amendments thereto as shall, from time to time, be approved pursuant to this Agreement. Nothing in this Section 6.01 shall be deemed to eliminate or diminish the requirement of Developer to obtain any required Subsequent Approvals. | Compliant | | |
| 53 | Section 6.02 | Permitted Uses Vested by This Agreement. The permitted uses of the Project Site; the density and intensity of use of the Project Site; the maximum height, bulk and size of proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals. | Compliant | | |
| 54 | Section 6.03 | Applicable Law. “Applicable Law” shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the project site; governing density; and governing design, improvements, and construction standards and specifications applicable to the Project and Project site as set forth in this Agreement and the Project Approvals, and in force and effect on the Effective Date of this Agreement. However, this Agreement and this Section shall not be construed to prevent the City, in any subsequent actions applicable to the Project Site, from applying any new rules, regulations, official policies, standards, and specifications that do not conflict with those rules, regulations, official policies, standards, and specifications existing as of the Effective Date of the Agreement. | Compliant | | |
| 55 | Section 6.04 | Uniform Codes. Notwithstanding any other provision of this Agreement, City may apply to the Project Site, at any time during the Term, the then current Uniform Building Code and other uniform construction codes as properly modified by City and uniformly applied on a citywide basis, and City’s then current design and construction standards for road and storm drain facilities. In no event shall any such uniform code or standard be adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project. | Compliant | | |
| 56 | Section 6.05 | Moratorium and Conflicting Enactments. To the extent consistent with State Law, if any ordinance, resolution or other measure is enacted, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project on all or any part of the Project Site, City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the term of this Agreement, unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code Section 8558. Developer reserves the right to challenge in court any City action or inaction which Developer believes is in conflict with Applicable Law or this Agreement. | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of this subsection. | |
| 57 | Section 6.06 | Life of Subdivision Maps, Development Approvals, and Permits. To the extent consistent with Applicable Law, the term of any subdivision map or any other map, permit, rezoning or other land use entitlement approved as a Project Approval or Subsequent Approval shall automatically be extended for the duration of this Agreement, including any extensions. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies that regulate land use, development or the provision of services to the land, prevents, prohibits or delays the construction of the Project. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable court order or other legal requirement prevents the processing of any Subsequent Approval or prevents any Project development activities | Compliant | | |
| 58 | Section 6.07 | State and Federal Law. As provided in California Government Code § 65869.5, if any state or federal laws or regulations, enacted after this Agreement’s Effective Date prevent or preclude compliance with one or more provisions of this Agreement (“Changes in the Law”), such provision of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations as may be necessary to comply with Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement including, without limitation, Article V and Section 10.05. Not in limitation of the foregoing, nothing in this Agreement shall preclude City from imposing on Developer any fee specifically required by State or Federal laws and regulations. | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of this subsection. | |
| 59 | Section 6.08 | Timing of Project Construction and Completion. | | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 60 | a) | Project Phasing. The Project may be built in phases in response to then-existing market conditions over the Term of the Agreement. Except as otherwise specifically provided by this Agreement with respect to Project infrastructure timing, City and Developer expressly agree that there is no requirement that Developer initiate or complete development of the Project or any particular phase of the Project within any particular period of time, and City shall not impose such a requirement on any Project Approval. The parties acknowledge that Developer cannot at this time predict when or the rate at which or the order in which phases will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as market demand, interest rates, competition and other similar factors. | See Comments/Action Items | Compliant - For information purposes, the developer has applied for building permits for 27 of 57 units as of October 22, 2019. | |
| 61 | b) | The parties agree that Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time, and Developer shall determine which part of the Project Site to develop first, and at Developer's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' desire to avoid that result by acknowledging that Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. Developer's rights under this Section 6.08(b) shall be subject to the requirement that adequate infrastructure to serve each phase of the Project is constructed concurrently with such phase. The City Manager shall reasonably determine what infrastructure will be required to serve each phase of the Project, which determination shall be consistent with Applicable Law. | Compliant | | |
| 62 | c) | Nothing in this Agreement shall exempt Developer from completing work required by a subdivision agreement, road improvement agreement or similar agreement in accordance with the terms thereof. | Compliant | | |
| 63 | Section 6.09 | Exempting Fees, Mitigation Measures and Similar Requirements Imposed by Outside Agencies. Notwithstanding any other provision of this Agreement, the City agrees to exclude Developer from any and all discretionary collection agreements regarding fees, mitigation measures and similar requirements including, but not limited to, development impact fees, which other public agencies request the City to impose at City's discretion on the Project or on the Project Site after the Effective Date through the Term of this Agreement. This Section 6.09 shall not prohibit the City from imposing on Developer any fee, mitigation measure or similar requirement or obligation that is required by a local or regional agency in accordance with local, regional, State or Federal obligations and implemented by the City in cooperation with such local, regional, state or federal agency, provided such fee, mitigation measure or similar requirement or obligation is imposed in a similar manner on similarly situated properties within the City as, for example, stormwater-related C.3 requirements and increases thereto. | Compliant | | |
| 64 | Section 6.10 | City's Joint-Inspection Jurisdiction. Developer acknowledges that City has joint inspection jurisdiction within other third-party governmental entities within any and all City rights-of-way and easements. | Compliant | | |
| 65 | **Article VII - Amendment** | | | | |
| 66 | Section 7.01 | Amendment to Project Approvals, Subsequent Approvals. To the extent permitted by State and Federal law, any Project Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner: | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of this subsection. | |
| 67 | a) | Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the City Manager or his/her designee shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable uniform codes and State or Federal law. If the City Manager or his/her designee finds that the proposed amendment or modification is minor in the context of the entire Project, consistent with this Agreement and Applicable Law, and will result in no new significant environmental impacts not addressed and mitigated in the EIR, the amendment shall be determined to be an "Administrative Project Amendment" and the City Manager or his/her designee may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, changes in trail alignments, minor variations in lot layouts, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments. | Not Applicable | | |
| 68 | b) | Non-Administrative Project Amendments. Any request of Developer for an amendment or modification to a Project Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement. | Not Applicable | | |
| 69 | Section 7.02 | Amendment of this Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows: | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of this subsection. | |
| 70 | a) | Administrative Agreement Amendments. The City Manager, or his/her designee, may, except to the extent otherwise required by law, enter into certain amendments of this Agreement on behalf of the City as long as any such amendment does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings or (vi) monetary contributions by Developer ("Administrative Agreement Amendment"), and shall not, except to the extent otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. For purposes of this Section 7.02(a), the term "substantially affect" shall be evaluated in the context of the entire Project. | Not Applicable | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 71 | b) | Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval, whether done administratively or not, shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement when written and executed by both parties. | Not Applicable | | |
| 72 | c) | Amendment Limitations. In consideration of the scope of the benefits to City set forth in this Agreement, any amendment to this Agreement shall only be subject to such new terms and conditions, including new exactions or other obligations, as are reasonably related to the impacts on City directly attributable to such amendment. | Not Applicable | | |
| 73 | **Article VIII - Assignment, Transfer and Notice** | | | | |
| 74 | Section 8.01 | Assignment of Interests, Rights and Obligations. Developer may transfer or assign all or any portion of its interests, rights or obligations under this Agreement, the Project Approvals or Subsequent Approvals to third parties acquiring an interest or estate in the Project or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or facilities. | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of this subsection. | |
| 75 | Section 8.02 | Transfer Agreements | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of this subsection. | |
| 76 | a) | In connection with the transfer or assignment by Developer of all or any portion of the Project (other than a transfer or assignment by Developer to an affiliated party, any deed of trust beneficiary or mortgagee, or a "Non-Assuming Transferee" (as defined in Section 8.03), Developer and the transferee shall enter into a written agreement (a "Transfer Agreement") regarding the respective interests, rights and obligations of Developer and the transferee in and under the Agreement, the Project Approvals, and the Subsequent Approvals. Such Transfer Agreement may (i) release Developer from obligations under the Agreement, the Project Approvals, or the Subsequent Approvals that pertain to that portion of the Project being transferred or assigned, as described in the Transfer Agreement, provided that the transferee expressly assumes such obligations, (ii) transfer to the transferee vested rights to improve that portion of the Project being transferred and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment. | Not Applicable | | |
| 77 | b) | Any Transfer Agreement shall be binding on Developer, City and the transferee and, unless otherwise provided for in Section 8.03 of this Agreement, shall require the City's prior written consent, which consent shall not be unreasonably withheld. Failure by City to respond within thirty (30) days of a written request by Developer for City's consent shall be deemed City's approval of the Transfer Agreement in question. City may refuse to give its consent only if, in light of the proposed transferee's reputation and financial resources, such transferee would not in City's reasonable determination be able to perform the obligations proposed to be assumed by such transferee. Such determination shall be made by the City Manager and is appealable to the City Council. In no event, however, shall City refuse to give its consent to a proposed transferee pursuant to this Section 8.02(b) if such transferee has a net worth of at least Ten Million Dollars ($10,000,000) documented in a manner reasonably acceptable to City. Upon recordation of any Transfer Agreement in the Official Records of Contra Costa County, Developer shall automatically be released from those obligations assumed by the transferee therein. | Not Applicable | | |
| 78 | c) | Developer shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee pursuant to a Transfer Agreement. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person. | Not Applicable | | |
| 79 | Section 8.03 | Non-Assuming Transferees. Except as otherwise required by Developer in Developer's sole discretion, the burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor City's consent shall be required in connection with (i) any single residential parcel conveyed to a purchaser, (ii) any property transferred as fewer than ten (10) lots to a single retail builder or (iii) any property that has been established as one or more separate legal parcels for office, commercial, open space, park, school or other nonresidential uses. The transferee in such a transaction and its successors ("Non-Assuming Transferees") shall be deemed to have no obligations under this Agreement, but shall continue to benefit from the vested rights provided by this Agreement for the duration of the Term. Nothing in this Section 8.03 shall exempt any property transferred to a Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable conditions of approval. | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of this subsection. | |
| 80 | Section 8.04 | Notice of Compliance Generally. Subject to City's finding that the facts contemplated by clauses (i) through (iii) herein are true and accurate, within thirty (30) days following any written request which Developer may make from time to time, City shall execute and deliver to Developer (or to any party requested by Developer) a written "Notice of Compliance," in recordable form, duly executed and acknowledged by City, that certifies that (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications, (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default, and (iii) any other information reasonably requested by Developer. City's failure to deliver such notice within such time period shall constitute a conclusive presumption against City that this Agreement is in full force and effect without modification except as may be represented by the Developer and that there are no uncured defaults in the performance of the Developer, except as may be represented by the Developer. Developer shall have the right at Developer's sole discretion, to record the Notice of Compliance. | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of this subsection. | |
| 81 | **Article IX - Cooperation in the Event of Legal Challenge** | | | | |
| 82 | Section 9.01 | Cooperation | | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 83 | a) | Developer 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 not a party to this Agreement challenging the validity of the Agreement or any Project Approval or any Subsequent Project Approval, or otherwise arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer 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 attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City 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 Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees, and time referenced herein. | Compliant | | |
| 84 | b) | Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations by the Developer, its officers, employees, agents or consultants, under this Agreement, except for such claims, costs, damages, or other liabilities which are caused by the sole or gross negligence of the City, its officials, officers, employees, agents, or consultants. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. | Compliant | | |
| 85 | c) | The parties agree that this Section 9.01 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 9.01, which shall survive such invalidation, nullification or setting aside. | Compliant | | |
| 86 | Section 9.02 | Cure; Reapproval | | | |
| 87 | a) | If, as a result of any administrative, legal or equitable action or other proceeding as described in Section 9.01, all or any portion of this Agreement, Project Approvals, or Subsequent Approvals are set aside or otherwise made ineffective by any judgment (a "Judgment") in such action or proceeding (based on procedural, substantive or other deficiencies, hereinafter "Deficiencies"), the parties agree to use their respective best efforts to sustain and reenact or readopt this Agreement, Project Approvals, and/or Subsequent Approvals that the Deficiencies relate to, as follows, unless the parties mutually agree in writing to act otherwise: | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of this subsection. | |
| 88 | i) | If any Judgment requires reconsideration or consideration by City of this Agreement, Project Approval, or Subsequent Approval, then the City shall consider or reconsider that matter in a manner consistent with the intent of this Agreement. If any such Judgment invalidates or otherwise makes ineffective all or any portion of this Agreement or any Project Approval, or Subsequent Approval, then the parties shall cooperate and shall cure any Deficiencies identified in the Judgment or upon which the Judgment is based in a manner consistent with the intent of this Agreement and the Judgment. Upon the parties cure of such Deficiencies, City shall then take steps consistent with the Judgment necessary readopt or reenact this Agreement and any applicable Project Approval, Subsequent Approval, or any portion thereof. | Not Applicable | | |
| 89 | ii) | Acting in a manner consistent with the intent of this Agreement or a Judgment includes, but is not limited to, recognizing that the parties intend that Developer may develop a fifty seven (57) single-family residential unit project, and adopting such ordinances, resolutions, and other enactments, including but not limited to a general plan amendment, rezoning, vesting subdivision map approvals, development plan approvals, PD Plan approvals, design review, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, final development plans, development agreements, permits, resubdivisions, and any amendments to, or repealing of, any of the foregoing as are necessary to readopt or reenact all or any portion of this Agreement, Project Approvals, and/or Subsequent Approvals without contravening the Judgment. | Not Applicable | | |
| 90 | b) | The parties agree that this Section 9.02 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 9.02, which shall survive such invalidation, nullification or setting aside. | Not Applicable | | |
| 91 | **Article X - Default, Remidies, Termination** | | | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 92 | Section 10.01 | Defaults. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (the "Complaining Party") (unless such period is extended by mutual written consent), shall constitute a default under this Agreement. The Complaining Party's notice ("Default Notice") shall specify the nature of the alleged failure and, may specify the manner in which the failure satisfactorily may be cured By the other party (the "Defaulting Party"). Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of a default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then no fault shall be deemed to have occurred if: (a) the cure shall be commenced at the earliest practicable date following receipt of the Default Notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (if no event later than thirty (30) days after the Defaulting Party's receipt of the Default Notice), the Defaulting Party provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within one hundred twenty (120) days after the Notice of Default is given. Complaining Party shall not send notice to any third party, including, but not limited to, bonding and surety companies, until such time as the cure opportunities set forth above have expired unless otherwise required by applicable law. Upon the occurrence of a default under this Agreement, the Complaining Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured consistent with this Section, then no default shall exist and the Complaining Party shall take no further action. | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of this subsection. | |
| 93 | Section 10.02 | Termination. If City elects to consider terminating this Agreement due to a material default of Developer, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. As used herein, a finding of materiality shall be based on the effect of the default in relation to the size and scope of the Project. Developer shall have the right to offer written and oral evidence prior to or at the time of said public hearings. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated sixty (60) days thereafter; provided, however, that if Developer files an action to challenge City's termination of this Agreement within such 60-day period, then this Agreement shall remain in full force and effect until a trial court has affirmed City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired). | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of this subsection. | |
| 94 | Section 10.03 | Periodic Review | | | |
| 95 | a) | Conducting the Periodic Review. Throughout the Term of this Agreement, at least once every twelve (12) months following the execution of this Agreement, City shall review the extent of good-faith compliance by Developer with the terms of this Agreement. This review (the "Periodic Review") shall be conducted by the City Manager or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code § 65865.1. Developer also agrees to pay City annually the greater of Five Thousand Dollars ($5,000) or the actual cost of Periodic Review Fee (not to exceed Ten Thousand Dollars ($10,000)). The Five Thousand Dollars ($5,000) shall be increased annually thereafter by the CPI for the San Francisco Oakland Area, with the first increase implemented in January 2019 reflecting 2018 increases. Such Periodic Review Fee shall only be paid in the years in which a Periodic Review is actually conducted. | In Progress | The City has conducted its first Annual Review of the DA. As of October 22, 2019, both parties were compliant with the DA. On October 22, 2019, the City requested the developer pay $5,000 to cover the cost of the annual review. | |
| 96 | b) | Notice. At least ten (10) days prior to the Periodic Review, and in the manner prescribed in Article XII of this Agreement, City shall deposit in the mail to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Developer's performance hereunder. Developer shall be permitted an opportunity to respond to City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Such response shall be made to the City Manager. | Compliant | Notice of the Annual Review was given to the Developer on October 1, 2019. | |
| 97 | c) | Good Faith Compliance. During the Periodic Review, the City Manager shall review Developer's good-faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the City Manager shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the City Manager shall be appealable to the City Council. If the City Manager finds and determines that Developer has not complied with such terms and conditions, the City Manager may recommend to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in California Government Code §§ 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein shall be shared equally by Developer and City. | Compliant | | |
| 98 | d) | Failure to Properly Conduct Periodic Review. If, after thirty (30) days following Developer's notice requesting a Periodic Review, City fails to initiate the Periodic Review, such failure shall be conclusively deemed an approval by City of Developer's compliance with the terms of this Agreement. | Not Applicable | | |
| 99 | e) | Written Notice of Compliance. With respect to any year for which Developer has been determined or deemed to have complied with this Agreement, City shall, within thirty (30) days following a written request by Developer, provide Developer with a written notice of compliance, in recordable form, duly executed and acknowledged by City. Developer shall have the right, in Developer's sole discretion, to record such notice of compliance. | In Progress | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 100 | Section 10.04 | Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorism, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting State or Federal laws or regulations, or judicial decisions. Neither party shall be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, the Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are t due to Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project and unrelated to Developer's actions or inactions and beyond Developer's control. Upon the properly noticed request of either party hereto, as required by Section 12.09, an extension of time for the performance of any obligation whose performance has been so prevented or delayed will be set forth in writing. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon in writing. | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of this subsection. | |
| 101 | Section 10.05 | Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement. | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of this subsection. | |
| 102 | Section 10.06 | California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. | Compliant | | |
| 103 | Section 10.07 | Resolution of Disputes. With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer shall, at City's request, meet with City. The parties to any such meetings shall attempt in good faith to resolve any such disputes. If the parties are then unable to resolve their dispute, either party may commence mediation by providing to JAMS, or its successor, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or ninety (90) days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties both agree in writing. The provisions of this Section 10.07 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered. Nothing in this Section 10.07 shall in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the parties to such meetings. | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of this subsection. | |
| 104 | Section 10.08 | Attorneys' Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and any related other costs incurred in that proceeding in addition to any other relief to which it is entitled. | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of this subsection. | |
| 105 | Section 10.09 | Default by City or Developer. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided herein and under law. | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of this subsection. | |
| 106 | **Article XI - No Agency, Joint Venture or Partnership** | | | | |
| 107 | | It is specifically understood and agreed to by and between the parties hereto that unless otherwise expressly provided herein (i) the subject development is a private development; (ii) City have no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals; (iii) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, the Project Approvals, Subsequent Approvals, and Applicable Law; and (iv) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer. The City agrees that Developer's obligations under this Agreement related to the construction of Project water, sewer and drainage infrastructure improvements, the grading and construction of traffic improvements, and the grading and construction of any other public improvements (collectively, the "Public Improvements") are all public works of improvement the City is requiring as a condition of regulatory approval of the Project and that the Project is an otherwise private development. The City further agrees that it will contribute no more money, or the equivalent of money, to the overall Project than is required to construct the Public Improvements and that City maintain no proprietary interest in the overall Project. | Compliant | | |
| 108 | **Article XII - Miscellaneous** | | | | |
| 109 | Section 12.01 | Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein. | Not Applicable | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 110 | Section 12.02 | Enforceability. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by City that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code § 65866. In the event of any conflict between the provisions of this Agreement and Applicable Law, the Project Approvals or any Subsequent Approval, this Agreement shall prevail. | Compliant | | |
| 111 | Section 12.03 | Findings. City hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan. | Not Applicable | | |
| 112 | Section 12.04 | Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party. | Compliant | | |
| 113 | Section 12.05 | Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals and this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder. | Compliant | | |
| 114 | Section 12.06 | Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals shall be deemed to refer to the Agreement, Project Approval or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. | Not Applicable | | |
| 115 | Section 12.07 | Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several. | Not Applicable | | |
| 116 | Section 12.08 | Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code § 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Project Site and is binding upon the owner of all or a portion of the Project Site and each successive owner during its ownership of such property. | Not Applicable | | |
| 117 | Section 12.09 | Notices. Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally, by fax (with original forwarded by regular U.S. Mail) by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party’s facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days 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. | Compliant | | |
| 118 | Section 12.10 | Entire Agreement, Counterparts and Exhibits. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of 27 pages and four exhibits which constitute in full, the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. All waivers of any provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes: Exhibit A - Legal Description; Exhibit A-1 - Project Site Diagram; Exhibit B - Applicable Fees; Exhibit C - Affordable Housing Agreement | Not Applicable | | |
| 119 | Section 12.11 | Recordation of Development Agreement. Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement, or Memorandum thereof, in the Official Records of the County of Contra Costa. The parties agree to cooperate as to preparation, execution, and recording of a Memorandum hereof. | Compliant | | |
| 120 | | | | | |
| 121 | | | | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 122 | | | | | |
| 123 | | | | | |

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

| | | |
|---|---|---|
| Periodic Review of Trans Bay Cable Development Agreement Between the City of Pittsburg and Trans Bay Cable LLC and Determination as to Compliance With Development Agreement | ) | RESOLUTION NO. 19- |

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, a Development Agreement between the City of Pittsburg and Trans Bay Cable, LLC, was executed on November 27, 2006, for the Trans Bay Cable Project; and

WHEREAS, a 1st Amendment to the Development Agreement was executed on August 31, 2007; and

WHEREAS, a 2nd Amendment to the Development Agreement was executed on November 15, 2010; and

WHEREAS, California Government Code Section 65864 *et seq*. ("Development Agreement Statutes") authorizes and regulates the execution of development agreements ("DAs") between certain public entities and persons who desire to develop private property within a public entity's jurisdiction; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration of DA applications by property owners or other persons having an interest in property within City's jurisdiction; and

WHEREAS, Section 65865.1 requires City to conduct a periodic review of the City's active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has not complied in good faith with the terms and conditions of the Development Agreement, the City may terminate or modify the DA pursuant to the Development Agreement Statutes; and

WHEREAS, the last periodic review of the Trans Bay Cable Development Agreement was conducted in 2017, and on November 20, 2017, the City Council determined that the developer was in compliance with the terms of the Development Agreement.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. Findings

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2. Compliance with Development Agreement

The City Council hereby finds and determines that, based on the information provided by the Developer and City staff, as well as the information contained in the "Trans Bay Cable DA – 2019 Annual Review", attached hereto and incorporated herein by reference as "Exhibit 1," the Developer has demonstrated good faith compliance with the Trans Bay Cable Development Agreement.

Section 3. Certificate of Compliance

The City Council hereby directs and authorizes the City Manager to issue a certificate codifying the "Finding of Compliance" for Trans Bay Cable Development Agreement in a form that can be recorded by the Developer.

Section 4. Certification

The City Clerk shall certify the adoption of this Resolution.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of November, 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

# Trans Bay Cable DA - 19 Annual Review

| | DA Section | Condition/Requirement | Status | Comments |
|---|---|---|---|---|
| 1 | **Section 1 - General Acknowledgements** | | | |
| 2 | | The parties acknowledge that: (a) the City has entered into this Agreement pursuant to the Development Agreement Statutes and its police power in order to address public health and safety and general welfare concerns including those relating to the amount, density, intensity and timing of development on the Project Site and the need for public facilities and infrastructure in connection with the Project Site and other property in the area; (b) there is a certain authority under the police power 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) nothing herein shall be construed to limit or restrict the exercise by the City of its power of eminent domain. | Not Applicable | |
| 3 | **Section 2 - General Provisions** | | | |
| 4 | 2.01 | Property Description. The legal description of the Project Site is specifically set forth on Exhibit A, attached hereto and made a part hereof. | Not Applicable | |
| 5 | 2.02 | Location of Project Site. The Project Site is located in the City and consists of a total of approximately 7.72 acres. | Not Applicable | |
| 6 | 2.03 | Effective Date. This Agreement shall be binding as to TBC upon TBC's execution hereof, with an effective date ("Effective Date") as of the effective date of the ordinance adopting the Agreement. | See Comments/Action Items | Ordinance No. 06-1278 approving the DA was adopted on November 27, 2006. 1st Amendment allowing a reduction in the size of the converter station and use of HVDC Plus Technology was entered into on August 21, 2007. 2nd Amendment extending the term of the DA to November 27, 2036 was entered into on November 15, 2010. |
| 7 | 2.04 | Term. The term of this Agreement shall commence upon the Effective Date and shall extend thirty (30) 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. | Not Applicable | This text is from the 2nd Amendment to the DA |
| 8 | 2.05 | Expiration of Term. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. | Not Applicable | |
| 9 | 2.06 | Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof. | Not Applicable | |
| 10 | 2.07 | Enforceability of Agreement. City and TBC agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, the Existing Rules or any other land use ordinances or building ordinances, resolutions or ordinances or other regulations adopted by the City which changes, alters or amends the Existing Rules applicable to the development of the Project Site at the time of the approval of this Agreement as provided by Government Code Sections 65866 and 65867.5. This Agreement shall not prevent City from denying or conditionally approving any subsequent development project application by a third party not a successor-in-interest hereto on the basis of such existing or new rules, regulations and policies. | Not Applicable | |
| 11 | 2.08 | Further Assurances. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder. | Not Applicable | |
| 12 | 2.09 | Enforcement of Covenants. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including but not limited to, Section 1468 of the Civil Code of the State of California. | Not Applicable | |
| 13 | 2.10 | Covenants Run With The Land. Except as otherwise specified herein, all of the terms, provisions, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors, and assigns, and all other persons or entities acquiring all or any portion of the Project Site, or any interest therein, whether by operation of law or in any manner whatsoever, and the rights thereof shall inure to the benefit of such parties and their respective heirs, successors and assigns. | Not Applicable | |
| 14 | 2.11 | Constructive Notice. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project or the Project Site is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Project Site. | Not Applicable | |

| | DA Section | Condition/Requirement | Status | Comments |
|---|---|---|---|---|
| 15 | **Section 3 - Definitions** | | | |
| 16 | | Reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. | Not Applicable | |
| 17 | 3.01 | Approvals. Any and all permits or approvals of any kind or character required under the terms of this Agreement to develop the Project Site in the manner as described herein. | Not Applicable | |
| 18 | 3.02 | Building Ordinances. Those building standards, of general application and not imposed solely with respect to the Project Site, in effect from time to time that govern building and construction standards, including, without limitation, the City's building, plumbing, electrical, mechanical, grading, swimming, pool, sign, and fire codes. | Not Applicable | |
| 19 | 3.03 | CEQA. CEQA means the California Environmental Quality Act, California Public Resources Code section 21000, et seq., and the State CEQA Guidelines, (California Code of Regulations, title 14, section 15000, et seq.), as each is amended from time to time. | Not Applicable | |
| 20 | 3.04 | City. City of Pittsburg, County of Contra Costa, State of California. | Not Applicable | |
| 21 | 3.05 | Comprehensive Payment In Lieu of Fees. The comprehensive payment in lieu of fees ("CPIF") means a payment to City or PPC that represents the liquidated value of all application, processing and development impact fees and other monetary exactions on development of any form or description that exist as of August 2, 2004, or could thereafter be adopted or increased, as established by City, PPC, or any City entity, and which further represents payment in lieu of any other compensation of any kind or description to which City, Agency, PPC or any City entity could claim or be entitled to for having facilitated the Project as it exists as of November 15, 2010, and as described in this Agreement. The parties expressly acknowledge that, by virtue of the adoption of this Agreement, City is waiving any constitutional or statutory authority that may now exist or hereafter be established to levy and assess any application, processing or development impact fee as to the Project, or any general or special tax that is not generally applicable to all commercial property situated within the City, an is accepting the CPIF as full compensation and satisfaction thereof. The CPIF does not include and is not intended to replace (a) generally assessed property taxes, (b) generally assessed sales and use taxes, (c) generally assessed franchise fees, (d) lease payments to PPC for the real property located at 590 West Tenth Street, Pittsburg, (e) any fees, assessments, taxes or other levies of any type or nature which the City may validly impose on new applications for Project approvals submitted by TBC after November 15, 2010, or (f) any financial benefit to City, Agency or PPC from the Project received on or before the effective date of the Second Amendment hereto, or received thereafter under the Settlement Agreement. | Not Applicable | This text is from the 2nd Amendment to the DA |
| 22 | 3.06 | Development. The improvement of the Project Site for purposes of constructing the structures, improvements and facilities comprising the Project including, without limitation: grading, the construction and installation of infrastructure and public facilities related to the Project whether located within or outside the Project Site; the construction of structures and building; and the installation of landscaping; but not including the maintenance, repair, reconstruction or redevelopment of any structures, improvements or facilities after the construction and completion thereof. | Not Applicable | |
| 23 | 3.07 | Development Agreement Statutes. Sections 65864 through 65869.5 of the California Government Code as it exists on the Effective Date. | Not Applicable | |
| 24 | 3.08 | Development Approval(s). Site-specific permits and other entitlements to use of every kind and nature approved or granted by the City in connection with the Development. | Not Applicable | |
| 25 | 3.09 | Enacting Ordinance. Ordinance No. 06-1278 enacted by the City Council on November 27, 2006, approving this Agreement. | Not Applicable | |
| 26 | 3.10 | Existing Land Use Ordinances. The Land Use Ordinances in effect as of the Effective Date of this Agreement. | Not Applicable | |
| 27 | 3.12 | General Plan. The City of Pittsburg General Plan as adopted by the City Council. | Not Applicable | |
| 28 | 3.13 | Land Use Ordinances. The ordinances, resolutions, codes, rules, regulations and official policies of City, governing the development of the Project Site, including but not limited to, the permitted uses of land, the density and intensity of use of land, exactions, and the timing of development, all as applicable to the development of the Project Site. Specifically, but without limiting the generality of the foregoing, Land Use Ordinances shall include the City's General Plan, the Development Plan, the City's Zoning Code, and the City's Design Review standards. The term Land Use Ordinances does not include Regulations relating to the following: the conduct of business, professions and occupations generally; taxes and assessments; the control and abatement of nuisances; encroachment and other permits and the conveyances of rights and interests that provide for the use of or entry upon public property; and any exercise of the power of eminent domain. | Not Applicable | |
| 29 | 3.14 | Manager. City Manager for the City of Pittsburg. | Not Applicable | |

| | DA Section | Condition/Requirement | Status | Comments |
|---|---|---|---|---|
| 30 | 3.15 | Persons. As used herein, any reference to or use of the word "person" shall mean, in addition to a natural person, any governmental entity and any partnership, corporation, joint venture or any other form of business entity. | Not Applicable | |
| 31 | 3.16 | Project. The Trans Bay Cable Project ("Project") shall consist of a converter station located in Pittsburg, California, a converter station located in San Francisco, California, and a submerged cable connecting the two converter stations as more particularly described in Exhibit B. | Not Applicable | |
| 32 | 3.17 | Project Site. That real property described in Exhibit A, attached hereto and incorporated herein. | Not Applicable | |
| 33 | 3.18 | Regulations. Constitutions, statutes, City ordinances, and codes, City resolutions and official policies of the City. | Not Applicable | |
| 34 | 3.19 | Certain Other Terms. Certain other terms shall have the meanings set forth for such terms in this Agreement. | Not Applicable | |
| 35 | **Section 4 - General Development of the Property** | | | |
| 36 | 4.01 | Project. The Project is further defined and described in the Project Description, attached hereto as Exhibit B, which specifies several Project requirements, including but not limited to: (i) proposed uses of the Project Site, (ii) height, size and location of buildings to be constructed on the Project Site, (iii) density and intensity of use of the property, and (iv) requirements for reservation or dedication of portions of the Project Site for public purposes. The Parties recognize that any changes or modifications to the Project, as set forth in the Project Description, may trigger legal requirements mandating City review and/or approval relating to, but not limited to, environmental, design, mitigation measures, building standards, or similar factors. Prior to implementing such changes or modifications that trigger such legal requirements, TBC shall timely seek and obtain City review and approval. | Compliant | |
| 37 | 4.02 | General Development. Any development of the Project on the Project Site shall be conducted in accordance with the terms and conditions of this Agreement, the Project Agreements and the Project Description. TBC's development of the Project Site, including the converter station, shall be subject to City's building standards, Design Review process, and applicable rules and regulations. | Compliant | |
| 38 | 4.03 | Permitted Uses. The permitted uses of the Project Site, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes and location of public improvements, and other terms and conditions of development applicable to the Project Site shall include a transformer, a converter station, and related facilities, subject to the following: (a) Final Environmental Impact Report ("FEIR"), and related Mitigation Monitoring Plan, (b) A landscaping buffer between Tenth Street and the actual facility, and (c) Such other uses permitted by this Agreement, insofar as this Agreement so provides or as otherwise set forth in applicable laws, ordinances, rules or regulations. | Compliant | |
| 39 | 4.04 | Future Approvals. The City hereby agrees that land uses sought by TBC for the Project Site are approved or will be approved pursuant to the terms of this Agreement, provided that TBC satisfactorily complies with all preliminary procedures, actions, payments and criteria applicable as of the effective date of this Agreement and generally required of Developers by the City for processing applications for developments at such time. City agrees to grant and implement the necessary land use, zoning, or site plan approvals and to grant other approvals and permits, including the Ministerial Approvals, that will accomplish or facilitate development of the Project Site for the uses and to the density or intensity of development described and shown in this Agreement pursuant to those rules, regulation policies and conditions in force on the effective date of this Agreement. Future approvals may relate to design review, parcel map(s), and building permits. | Compliant | |
| 40 | 4.05 | Vested Right to Develop; Applicable Rules, Regulations and Official Policies. Except as otherwise provided in this Agreement, the rules, regulations, official policies, and conditions of approval governing the permitted uses of the Project Site, the density or intensity of use, and the design, improvement, construction, building and occupancy standards and specifications applicable to the Project and the Project Site shall be those in force on the effective date of this Agreement ("Existing Rules"). The City shall have the right to impose reasonable conditions in connection with such subsequent discretionary permit actions which are not deemed Ministerial Approvals, but such conditions and actions shall not prevent development of the Project as contemplated,by this Agreement and the Development Permits. TBC shall have the right to build and implement the Project on the Project Site consistent with the terms of this and other applicable Agreements, rules and regulations. | Compliant | |
| 41 | 4.06 | Amendment to Applicable Ordinances. In the event the City Zoning Code is amended by the City in a manner which provides more favorable site development standards than those in effect as of the Effective Date, TBC shall have the right to notify City in writing of TBC's desire to be subject to the new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council or by action of a City official whom the City Council may designate, such new standards shall become applicable to the Project Site. | Not Applicable | |

| | DA Section | Condition/Requirement | Status | Comments |
|---|---|---|---|---|
| 42 | 4.07 | Application of New Rules, Regulations and Policies. This Agreement shall not prevent City in subsequent actions applicable to the Project Site from applying new rules, regulations and policies which do not conflict with those rules, regulations, and policies applicable to the Project Site and set forth herein; nor shall this Agreement prevent City from denying or conditionally approving any subsequent development application on the basis of such existing or new rules, regulations, and policies. | Not Applicable | |
| 43 | 4.08 | Changes in State and Federal Rules and Regulations. Nothing in this Agreement shall preclude the application to the development of the Project Site or changes in the City's laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in state or federal laws or regulations as provided in Government Code Section 65869.5. | Not Applicable | |
| 44 | **Section 5 - Periodic Review** | | | |
| 45 | | City shall conduct a review of this Agreement as set forth in the following subsections. However, the City's failure to timely conduct such review shall not constitute default under this Agreement. | | |
| 46 | 5.01 | Annual Review. City shall review the extent of good faith compliance by TBC with the terms of this Agreement at least once every 12-month period from the Effective Date of this Agreement. | Compliant | Last DA Annual Review was done in 2017 |
| 47 | 5.02 | Procedure. Such annual review shall be conducted in accordance with the City's duly adopted Development Agreement Procedures. | Compliant | |
| 48 | 5.03 | Notice. City shall notify TBC in writing of the date of review at least thirty (30) days prior thereto. | Compliant | Notice of the November 18, 2019 City Council meeting to review the DA was sent on 10/28/19 |
| 49 | 5.04 | Good-faith Compliance. During each annual review, TBC is required to demonstrate good faith compliance with the terms of this Agreement. | Not Applicable | |
| 50 | 5.05 | Production of Documents and Other Evidence. TBC agrees to furnish such reasonable evidence and adequate documentation of good faith compliance as the City, in the exercise of its reasonable discretion, may require. | Not Applicable | |
| 51 | 5.06 | Cost of Annual Review. The costs incurred by City in connection with the annual review shall be borne by TBC, up to a maximum of $10,000 per review. Upon written request by the City, TBC shall deposit with the City up to $10,000 per review to cover the City's costs. At the completion of the review, City shall refund any unused deposit to TBC. Failure, if any, by TBC to deposit the monies shall be grounds for declaring TBC to be in default of this Agreement and/or in noncompliance thereof, and for the City to take such action as provided herein. | In Progress | Staff will request an amount equivalent to the number of hours spent by staff on this annual review. |
| 52 | **Section 6 - Obligations of TBC** | | | |
| 53 | 6.01 | General Obligations. In consideration of City entering into this Agreement, TBC has agreed to comply with the applicable provisions of the PDA and Project Description in developing the Project and to perform certain obligations and provide certain contributions set forth therein, which City acknowledges will have an overall benefit to the public and surrounding area. | Compliant | |
| 54 | 6.02 | Nexus/Reasonable Relationship Challenges. TBC consents to, and waives any rights it may have now or in the future to challenge the legal validity of, the conditions, requirements, policies or programs required by the Existing Land Use Ordinances, Existing Rules or this Agreement including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax. | Not Applicable | |
| 55 | 6.03 | Cooperation By TBC. TBC will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder, and cause TBC's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents therefore. | Compliant | |
| 56 | 6.04 | Other Governmental Permits. TBC shall apply in a timely manner for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Project Site as may be required for the development of, or provision of services to, the Project. | Compliant | |
| 57 | 6.05 | Fees and Taxes | | This section (6.05) of the DA was deleted as a result of the 2nd Amendment to the DA |
| 65 | 6.06 | Mitigation and Monitoring Plan. TBC shall fully comply with the Mitigation and Monitoring Plan, adopted by the City Council on November 6, 2006. | Compliant | |
| 66 | 6.07 | Continuing Obligations. Notwithstanding any other provision of this Agreement, TBC's obligations under Section 6.05.1- 6.05.3, inclusive, shall constitute a continuing obligation and bind TBC, its successors and/or assigns, but shall not transfer to the City, PPC, or the City's and/or PPC's successors and assigns, upon TBC's transfer of its interest(s) in the Project Site and/or Project Assets to the City and/or TBC. TBC's obligations under Section 6 shall survive this Agreement's termination. | Not Applicable | This section (6.07) of the DA was deleted as a result of the 2nd Amendment to the DA |

| | DA Section | Condition/Requirement | Status | Comments |
|---|---|---|---|---|
| 67 | **Section 7 - Obligations of City** | | | |
| 68 | | In consideration of TBC entering into this Agreement, City has agreed to the following with respect to the development of the Project Site: | | |
| 69 | 7.01 | Processing. Upon satisfactory completion by TBC 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 and the development by TBC of the Project Site in accordance with the provisions of this Agreement including, but not limited to, the following: (a) the holding of all required public hearings; and (b) the processing and approval of all Ministerial Approvals and related matters as necessary for the completion of the development of the Project. In this regard, TBC will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder as required by the Existing Rules and shall cause TBC's planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefore as required by the Existing Rules. | Compliant | |
| 70 | 7.02 | Standard of Review. The rules, regulations and policies that apply to any Ministerial Approvals which must be secured prior to the construction of any portion of the Project shall be the Existing Rules. Any Ministerial Approval, including without limitation a building permit, shall be approved by the City within a reasonable period of time after application is made therefore. | Compliant | |
| 71 | **Section 8 - Amendments** | | | |
| 72 | 8.01 | 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 Exhibits or Schedules attached hereto including the terms of the Project Description attached hereto as Exhibit B and related maps and attachments, as referenced in Recital F. Approval of any Major Amendment shall require a noticed hearing and must be authorized by formal action of the Planning Commission and the City Council. | Compliant | |
| 73 | 8.02 | 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 Exhibits or Schedules attached hereto, including the terms of the Project Description attached hereto as Exhibit B and related maps and attachments, as referenced in Recital F. Minor Amendments shall include, but are not limited to, the size of the proposed converter station. Minor Amendments may be approved by the prior written consent of the Manager. | Compliant | |
| 74 | 8.03 | Discretion of Manager. The Manager has the sole discretion to determine whether any proposed change, modification, or deviation is a Major Amendment or Minor Amendment for purposes of this Agreement, or is neither and thus not requiring the Manager's or the City Council's review and approval. The Manager's determination as to the status of any Major or Minor Amendment is final. The Manager also may, at his/her discretion, determine that a Minor Amendment shall be reviewed and acted upon by the City Council and not by the Manager. | Compliant | |
| 75 | **Section 9 - Transfers and Assignments** | | | |
| 76 | 9.01 | City's Intent. TBC has demonstrated, and the City finds that TBC possesses, the experience, reputation and financial resources to develop and maintain the Project Site in the manner contemplated by this Agreement. It is because of such qualifications, which assure the development of the Project Site to a high quality standard contemplated by the General Plan that the City is entering into this Agreement. Accordingly, restrictions on the right of TBC to assign or transfer the rights and privileges contained in this Agreement are necessary in order to assure the achievement of the objectives of the City's General Plan and this Agreement. | Not Applicable | |
| 77 | 9.02 | TBC's Right to Assign or Transfer. TBC may assign or transfer any of its rights or interests under this Agreement subject to the prior written consent of City, which shall not be unreasonably withheld. | Not Applicable | |
| 78 | 9.03 | Restriction on Assignment Does Not Constitute an Unreasonable Restraint on Alienation. TBC agrees that the restriction on its right to transfer any of its rights or interests under this Agreement is not repugnant or unreasonable in that such a restriction is a material inducement to the City to enter into this Agreement since the restriction reserves for the City the power to prevent the transfer of any of the rights and obligations hereunder to an unreliable third party. | Not Applicable | |
| 79 | 9.04 | Restriction on Assignment Shall Not Prevent TBC From Conveying the Project Site. The parties agree that the restriction on assignment is limited solely to those certain vested rights created under this Agreement and such restriction shall not affect TBC's right to convey the Project Site itself. | Not Applicable | |
| 80 | 9.05 | Request Procedure. City shall administer the provisions of this Section through its City Manager. TBC shall notify the Manager in writing of its request for City's consent to an assignment or transfer under this Section. | Not Applicable | |

| | DA Section | Condition/Requirement | Status | Comments |
|---|---|---|---|---|
| 81 | 9.06 | Additional Information. Upon receipt of a request for an assignment or transfer under this Section, the City Manager shall have the authority to require the production of additional information relating to the qualifications of the proposed assignee or transferee from TBC. TBC shall promptly furnish any and all information required under this Section as the City considers TBC's request for consent to the proposed assignment or transfer. | Not Applicable | |
| 82 | 9.07 | Approval of Assignment. The City Manager may, at his or her reasonable discretion, approve of the assignment or transfer in writing, deny the assignment or transfer, or refer the matter to the City Council for approval. In the event the City Manager determines that the assignment or transfer should be acted upon by the City Council, the City Manager shall notify TBC in writing of the need for City Council authorization. The City Council shall thereafter consider the proposed assignment or transfer. The proposed assignment or transfer may be approved or denied by formal action of the City Council. | Not Applicable | |
| 83 | 9.08 | Notice of Proposed Assignment. TBC must provide City with adequate evidence that the proposed assignee, buyer or transferee is qualified using the standards and conditions described in this Section, and ability to comply with these standards and conditions will be the test of reasonableness. | Not Applicable | |
| 84 | 9.09 | Conditions and Standards. The conditions and standards referred to above are as follows: | | |
| 85 | (a) | Such assignee or transferee possesses the experience, reputation and financial resources to cause the Project Site to be developed and maintained in the manner contemplated by the City's General Plan and this Agreement; | Not Applicable | |
| 86 | (b) | Such assignee or transferee enters into a written assumption agreement, in form and content satisfactory to the City Attorney, expressly assuming and agreeing to be bound by the provisions of this Agreement; | Not Applicable | |
| 87 | (c) | Such assignment or transfer will not impair the ability of City to achieve the objectives of its general Plan and this Agreement; | Not Applicable | |
| 88 | 9.10 | Financing Exemption. Mortgages, deeds of trust, sales and lease- backs, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Project Site are permitted without the consent of the City, provided the City receives prior notice of such financing (including the name and address of the lender and the person or entities acquiring any such secured interest) and TBC retains over fifty percent of the legal or equitable interest in the Project Site and remains fully responsible hereunder. The words "mortgage" and "deed of trust," as used herein, include all other appropriate modes of financing real estate acquisition, construction and land development. | Not Applicable | |
| 89 | 9.11 | Notice of Assignment. Upon receiving approval of an assignment, TBC shall provide City with written notice of such assignment and as part of such notice the assignee must execute and deliver to City an assumption agreement in which the name and address of the assignee is set forth and the assignee expressly and unconditionally assumes the obligations of all the provisions set forth in the Agreement. | Not Applicable | |
| 90 | 9.12 | Unapproved Assignments. If City makes the determination not to consent to the assignment or transfer of the rights and privileges contained in this Agreement, and TBC conveys the Project Site to a third party, in whole or in part, TBC shall remain liable and responsible for all of the duties and obligations of this Agreement. Notwithstanding any other provision of this Agreement, TBC may assign this Agreement to PPC without City's prior consent in connection with PPC's acquisition of the Project Assets. | Not Applicable | |
| 91 | **Section 10 - Delays in Performance** | | | |
| 92 | 10.01 | Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, TBC and City shall be excused for performance of their obligations hereunder during any period of delay caused by acts of God or civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, or restrictions imposed or mandated by governmental or quasi-governmental entities, enactment of conflicting provisions of the Constitution or laws of the United States of America or the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder. | Not Applicable | |
| 93 | 10.02 | Third Party Actions. Any court action or proceeding brought by any third party to challenge this Agreement, or any other permit or approval required from City or any other governmental entity for development or construction of all or any portion of the Project, whether or not TBC is a party to or real party in interest in such action or proceeding, shall constitute a Permitted Delay under this Section. | Not Applicable | |
| 94 | 10.03 | Notice of Permitted Delays. If written notice of such delay is given to either party within (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon. | Not Applicable | |
| 95 | **Section 11 - Default** | | | |

| | DA Section | Condition/Requirement | Status | Comments |
|---|---|---|---|---|
| 96 | 11.01 | Events of Default. Subject to any extensions of time by mutual consent in writing, and subject to the provisions of the Section regarding Permitted Delays, 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 reasonably be cured within such 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. The nonperformance of a material provision of the Mitigation Monitoring Program shall constitute an event of default under this Agreement; provided, however, that the City shall have given TBC notice of such event and a prospective opportunity to cure, within the cure period described herein. The nonperformance of a provision of the Mitigation Monitoring Program that would not otherwise be considered material, as reasonably determined by the City, may become material if such provision is consistently repeated or ignored after several requests to address such matter from the City or representative thereof. | Not Applicable | |
| 97 | 11.02 | Notice of Default. Any Notice of Default given hereunder shall specify in detail the nature of the alleged Event of Default and the manner in which such Event of Default may be satisfactorily cured in accordance with the terms and conditions of this Agreement. | Not Applicable | |
| 98 | 11.03 | Cure Period. During the time periods herein specified for cure of an Event of Default, the party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, institution of legal proceedings with respect thereto, or issuance of any building permit with respect to the Project. | Not Applicable | |
| 99 | 11.04 | General Default Remedies. After notice and expiration of the 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 pursuant to Government Code Section 65868 or seek mandamus, specific performance, injunctive or declaratory relief. | Not Applicable | |
| 100 | 11.05 | Remedies Cumulative. Any rights or remedies available to 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 available to such non- defaulting party and none of such rights or remedies, whether or not exercised by the non-defaulting party, shall be deemed to exclude any other rights or remedies available to 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. | Not Applicable | |
| 101 | 11.06 | Legal Action. Either party may, in addition to any other rights or remedies, 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. | Not Applicable | |
| 102 | 11.07 | 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 TBC for any breach thereof. As such, the parties agree that in no event shall TBC be entitled to recover damages against City for breach of this Agreement. However, should a court issue a final judgment or other final determination that the City has adopted a tax or assessment, or increase thereof, in violation of Section 4.08 and TBC has paid such tax or assessment, or increase thereof, TBC shall be entitled a refund of such monies it has paid. Additionally, during the period of time that TBC is a party to this Agreement, should the City voluntarily change the zoning on the Project Site, such that the Project may no longer be built on the Project Site, then the limitation under this section shall not apply to the extent of monies actually received by the City and paid by TBC. | Not Applicable | |
| 103 | 11.08 | Effect of TBC Default. No building permit shall be issued or building permit application accepted for any structure on the Project Site after TBC is determined by City to be in default of the terms and conditions of this Agreement, and until such default thereafter is cured by the TBC or is waived by City. | Not Applicable | |
| 104 | 11.09 | 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 such Event 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. | Not Applicable | |
| 105 | 11.10 | Scope of Waiver. No express written waiver of any Event of Default shall affect any other Event of Default, or cover any other period of time specified in such express waiver. | Not Applicable | |
| 106 | 11.11 | Attorneys' 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 attorneys' fees, court costs and such other costs as may be fixed by the court. | Not Applicable | |
| 107 | 11.12 | 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 where appropriate, or in the United States District Court for the Northern District of California, as consistent with applicable law. | Not Applicable | |

| | DA Section | Condition/Requirement | Status | Comments |
|---|---|---|---|---|
| 108 | **Section 12 - Termination** | | | |
| 109 | 12.1 | Effect of Termination. Upon termination of this Agreement, the rights, duties and obligations of the parties hereunder shall, subject to the following provisions, cease as of the date of such termination. | Not Applicable | |
| 110 | 12.2 | Termination by City. If City terminates this Agreement because of TBC's default, then City shall retain any and all benefits, including money or land received by City hereunder. | Not Applicable | |
| 111 | 12.3 | Termination by TBC. TBC shall have the right to terminate this Agreement at any time, prior to Commercial Operation, as defined in the PSA. Should TBC terminate this Agreement, prior to Commercial Operation, TBC agrees, at TBC's sole cost, to restore the Project Site to its condition prior to TBC asserting control over the Project Site or in such condition as may otherwise by approved in writing by the Manager. Such restoration shall be consistent with applicable federal, state, and local statutes, rules and regulations and shall also comply with the following: Promptly following the demolition and removal of structures, foundations and paving on the Project Site, and the cleaning, grubbing, and grading thereof. TBC shall create, at its sole expense, a visual record of the then-condition of the Project Site, in coordination with the City, which record shall include comprehensive photographic and videographic documentation ("the Record"). Both parties shall have copies of the Record. If TBC commences construction activities, but terminates the Agreement before the Project achieves Commercial Operation, TBC shall restore at its sole expense the Project Site to a rough graded and clean condition, with all aboveground structures, foundations and paving on the Project Site demolished and removed so that the Project Site is in substantially similar condition to that depicted in the Record, or in such condition as may be mutually agreed to in writing between TBC and the Manager. | Not Applicable | |
| 112 | **Section 13 - Relationship of Parties** | | | |
| 113 | 13.01 | Independent Contractors. The parties agree that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder. | Not Applicable | |
| 114 | 13.02 | No Joint Venture or Partnership. City and TBC 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 TBC joint venturers or partners. | Not Applicable | |
| 115 | 13.03 | No Third Party Beneficiaries. The only parties to this Agreement are TBC 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. | Not Applicable | |
| 116 | 13.04 | Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Development Agreement and this has resulted in a product of the joint drafting efforts of both parties. Neither party is solely or independently responsible for the preparation or form of this agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either party. | Not Applicable | |
| 117 | **Section 14 - Applicable Law** | | | |
| 118 | | This Agreement shall be construed and enforced in accordance with the laws of the State of California. | Not Applicable | |
| 119 | **Section 15 - Supersedure of Subsequent Laws of Judicial Action** | | | |
| 120 | | 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. | Not Applicable | |
| 121 | **Section 16 - Cooperation in the Event of Legal Challenge** | | | |
| 122 | | In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action or proceeding. | Not Applicable | |
| 123 | **Section 17 - Hold Harmless Agreement** | | | |

| | DA Section | Condition/Requirement | Status | Comments |
|---|---|---|---|---|
| 124 | | TBC 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 TBC's or TBC's contractors', subcontractors', agents or employees' operations under this Agreement, whether such negligent operations be by TBC or by any of TBC's contractors, subcontractors, agents or employees. | Not Applicable | |
| 125 | **Section 18 - Indemnification** | | | |
| 126 | A. | TBC 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 not a party to this Agreement challenging the validity of the Agreement or any action arising out of or stemming from this Agreement. TBC may select its own legal counsel to represent TBC's interests at TBC's sole cost and expense. The parties shall cooperate in defending such action or proceeding. TBC 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 Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees and time referenced herein. | Compliant | |
| 127 | B. | TBC also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages, or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations of TBC, its officers, employees, agents or consultants, under this Agreement, except for such claims, costs, damages, or other liabilities which are caused by the sole or gross negligence of the City, its officials, officers, employees, agents, or consultants. TBC may select its own legal counsel to represent TBC's interests at TBC's sole cost and expense. | Compliant | |
| 128 | C. | The parties agree that this 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. | Compliant | |
| 129 | **Section 19 - Liability Insurance** | | | |
| 130 | A. | TBC shall maintain, or cause to be maintained, in force during the construction of the Project, pursuant to 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 per occurrence and two million dollars in the aggregate. | Compliant | |
| 131 | B. | 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. | Compliant | |
| 132 | C. | TBC shall provide the City with a certificate and endorsement, in forms satisfactory to the 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 canceled or reduced without at least thirty (30) days' prior written notice to City. | Compliant | |
| 133 | D. | If such coverage is canceled or reduced, TBC 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 TBC's expense, and TBC shall promptly reimburse City for such expense upon receipt of billing from City. | Compliant | |
| 134 | E. | The insurance required under this Section shall neither supersede nor replace the insurance required under the terms of the PSA and the PM. The insurance policies required under this Section shall be in addition to the insurance requirements of the PSA and the PM; however, insurance obtained by TBC under the PSA or PM that affords the same or greater coverage than described in this Section shall satisfy these requirements. | Compliant | |
| 135 | **Section 20 - Notices** | | | |

| | DA Section | Condition/Requirement | Status | Comments |
|---|---|---|---|---|
| 136 | | Any notice or communication required hereunder between City or TBC shall be in writing, and may be given 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: | Not Applicable | |
| 137 | (a) | City of Pittsburg, Marc Grisham, 65 Civic Avenue, Pittsburg, CA 94565 | | |
| 138 | (b) | With copies to: Meyers Nave, Attn: Ruthann G. Ziegler, 555 Capitol Mall, Suite 1200, Sacramento, CA 95814 | | |
| 139 | (c) | And: Russ Townsend 440 Fifth Street West, Suite B, Sonoma, CA 95476 | | |
| 140 | (d) | Notices to TBC shall be addressed to: David J. Parquet, Trans Bay Cable LLC, c/o/ Babcock & Brown, Power Operating Partners LLC, 2 Harrison Street, Sixth Floor, San Francisco, CA 94105, Phone: (415) 512-1515, Fax: (415) 267-1500 | | |
| 141 | (e) | With a copy to: General Counsel, Trans Bay Cable LLC, c/o Babcock & Brown, Power Operating Partners LLC, 2 Harrison Street, Sixth Floor, San Francisco, CA 94105, Phone: (415) 512-1515, Fax: (415) 267-1500 | | |
| 142 | **Section 21 - Exhibits** | | | |
| 143 | 21.01 | Designation of Exhibits. The reference to a specified Exhibit in this Agreement is a reference to a certain one of the exhibits listed below, as determined by the accompanying letter designation. | Not Applicable | |
| 144 | | Exhibit A: Project Site | | |
| 145 | | Exhibit B: Project Description | | |
| 146 | 21.02 | Incorporation by Reference. All exhibits are deemed incorporated by reference into this Agreement | Not Applicable | |
| 147 | **Section 22 - Severability** | | | |
| 148 | | 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. | Not Applicable | |
| 149 | **Section 23 - Entire Agreement** | | | |
| 150 | | This Agreement and the Exhibits attached hereto contain all the representations and the entire agreement between the parties with respect to the subject matter hereof. Except as set forth in the PDA and certain confidentiality agreements or as otherwise specified in this Agreement and the Exhibits hereto, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and Exhibits hereto. | Not Applicable | |
| 151 | **Section 24 - Counterparts** | | | |
| 152 | | 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. | Not Applicable | |

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

| | | |
|---|---|---|
| Periodic Review of Edgewater Apartments Development Agreement Between the City of Pittsburg and Sunnyside Pittsburg, LLC. and Determination as to Compliance With Development Agreement | ) | RESOLUTION NO. 19- |

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, a Development Agreement between the City of Pittsburg and Sunnyside Pittsburg, LLC, was executed on April 18, 2018, for the Edgewater Apartments project; and

WHEREAS, California Government Code Section 65864 *et seq*. ("Development Agreement Statutes") authorizes and regulates the execution of development agreements ("DAs") between certain public entities and persons who desire to develop private property within a public entity's jurisdiction; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration of DA applications by property owners or other persons having an interest in property within City's jurisdiction; and

WHEREAS, Section 65865.1 requires City to conduct a periodic review of the City's active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has not complied in good faith with the terms and conditions of the Development Agreement, the City may terminate or modify the DA pursuant to the Development Agreement Statutes; and

WHEREAS, the first periodic review of the Edgewater Apartment Development Agreement was conducted in 2019, the City Council determined that the developer was in compliance with the terms of the Development Agreement.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. Findings

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2. Compliance with Development Agreement

The City Council hereby finds and determines that, based on the information provided by the Developer and City staff, as well as the information contained in the "Edgewater DA – 2019 Annual Review", attached hereto and incorporated herein by reference as "Exhibit 1," the Developer has demonstrated good faith compliance with the Southwest (San Marco) Development Agreement.

Section 3. Certificate of Compliance

The City Council hereby directs and authorizes the City Manager to issue a certificate codifying the "Finding of Compliance" for Edgewater Apartments Development Agreement in a form that can be recorded by the Developer.

Section 4. Certification

The City Clerk shall certify the adoption of this Resolution.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of November, 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

# Edgewater DA - 19 Annual Review

City Council Resolution "Exhibit 1"

City of Pittsburg

| | Section and Title | Monitoring Dept | Terms | Status | Notes |
|---|---|---|---|---|---|
| 1 | **DA Term** | | | | |
| 2 | 2.01 - Effective Date | March 10, 2018 | | | |
| 3 | 2.01 - End Date | March 10, 2028 | | | |
| 4 | 2.02 - Term | 10 years | | | |
| 5 | **Obligations of Developer (ARTICLE IV)** | | | | |
| 6 | 3.01 - Obligations of Developer | Engineering | | In Compliance | |
| 7 | 3.02 - Facility Reserve Charges | Engineering | Developer agrees to pay City's Facility Reserve Charges ("FRC") as set or modified by the City Council from time to time | | |
| 8 | 3.03 - Water Infastructure | Engineering | Developer shall comply with the 2015 Water System Master Plan, as amended. | In Compliance | |
| 9 | 3.04 - Applicable Fees | Engineering | City may levy development fees and charges | In Compliance | |
| 10 | 3.05 - Applicable Fee Adjustments | Engineering | Developer shall pay fees and charges consistent with Section 3.04 above, and the applicable adjustments currently provided in such fees, and as modified from time to time by the City, whether such adjustment or modification is an increase or decrease. | | |
| 11 | 3.06 - City TIF | Engineering | Developer shall pay the City Local Traffic Mitigation Fee, which fee is necessary to finance unmet City traffic improvement needs in the amount in effect as of the Effective Date | | |
| 12 | 3.07 - Regional TIF | Engineering | Developer shall the ECCRFA Regional Transportation Development Impact Mitigation Fee (PMC Chapter 15.103) (the "RTDIM") amount in effect when the Developer obtains a Building Permit. | | |
| 13 | 3.08 - Fees, Assessments, Taxes | Engineering/Planning | Developer pay listed fees, assessments, taxes | In Compliance | |
| 14 | 3.09 - C.3 Facilities | Engineering/Planning | Developer to construct biorention (C.3) facility offsite | In Compliance | |
| 15 | 3.10 - Landscaping in C.3 | Engineering/Planning | Developer shall provide a Central Irrigation System that is compatible with Rainmaster DX 2 Evolution, or as specified in the City's most current Standard Specifications, with a remote controller included with the package. The installation of this system shall be certified by a John Deere Landscapes United Greentech representative prior to the City's acceptance of the installation. | | |
| 16 | 3.11 - Security Improvements | Planning/Police | Developer install security cameras with Chief of Police. Developer to pay costs within 30 days of receipt of invoice | In Compliance | |
| 17 | 3.12 - Bike Share Station | Planning | Developer shall pay to the City $9,000 per year, for five years, beginning with the effective date of this Agreement. The City shall use these funds to develop a bike share station which, at the City's discretion, may be located on the same parcel as the C.3 facilities serving the Project. In the event the City does not maintain a bike share program, the developer shall not be required to provide these funds. | Delete | City Currently does not maintain a Bike Share Facility Contract |
| 18 | 3.13 - Sidewalk Relating to Bus Stop | Engineering | Developer to install 8ft sidewalk west of Loverridge; Curb ramp at the eastern side of driveway; two full trash capture devices | Partial Compliance | |
| 19 | 3.14 - Offsite Recreational Amenities | Engineering/Planning | Developer to install improvements to Assessor's Parcel Number 073-190-012: 1) a six-foot wide multiuse trail, at least one-quarter mile in length; 2) two benches along the trail; 3) solar-powered trail lighting; 4) a six-foot wide sidewalk, and all necessary curb ramps, crosswalks, or other required safety and accessibility improvements | Partial Compliance | |
| 20 | 3.15 - Disclosure of Sourrounding Industrial Uses | Planning | Developer to provide disclosure of industrial uses | In Compliance | |
| 21 | 3.16 - Crime Free Multifamily Housing Program | Planning/Police | Developer to participate in the Police Crime Free MF Housing Program | In Compliance | |
| 22 | **OBLIGATIONS OF CITY (ARTICLE IV)** | | | | |
| 23 | 4.01 - Obligations of City | Planning | The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City, is a material consideration for City's agreement to perform and abide by the long-term covenants and obligations of City, as set forth herein. | In Compliance | |
| 24 | 4.02 (a) - Availability of Public Services (General) | Engineering | Capacity for Water Services | In Compliance | |
| 25 | 4.02 (b) - Construction Water | Engineering | City shall make construction water available to the Project by allowing the Project access to City's existing water supply infrastructure, at a location reasonably determined by the City, at Developer's cost and on those terms and conditions and charges customarily applied by City to similar projects consistent with City standards. Developer shall provide backflow prevention for all points of connection to the City's potable water supply system and the volume of water consumed shall be tracked with the use of a City-issued hydrant meter. City shall also permit Developer to install such temporary construction water pipelines and related infrastructure as reasonably necessary to provide construction water to the Project site for Developer's use in any and all Project grading and construction operations, as long as such water is unrelated to potable use. | In Compliance | |

| | Section and Title | Monitoring Dept | Terms | Status | Notes |
|---|---|---|---|---|---|
| 26 | 4.03 - Developer's Right to Rebuild | Planning | City agrees that Developer, in Developer sole's discretion, may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, acts of God, acts of terrorism, or damage to work in progress by reason of fire, floods or other casualties. | Not Applicable | |
| 27 | 4.04 - Reimbursement of Infrastructure Costs (a) (b) | Engineering | Unless otherwise provided for herein, to the extent Developer incurs costs related to the planning and construction of traffic infrastructure, water delivery infrastructure, , sewer infrastructure or other public infrastructure required by City or this Agreement for the Project that exceed the Project's fair share obligation for such infrastructure, City shall reimburse Developer for the City's portion of such costs (including any management fees provided for in this Agreement), subject to City's prior verification through inspection of the construction that is subject to such reimbursement and upon final acceptance of the infrastructure by the City. | Not Applicable | |
| 28 | 4.05 - Park Fee Credit | Engineering | Developer and City agree that the park in-lieu fee valuation is currently Ten Dollars and Twenty-Seven Cents per square foot ($10.27/sf foot unless City adopts a lower fee in which case the lower fee shall apply), increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2019 reflecting 2018 increases. Developer and City agree that Developer shall receive partial park fee credit for the on-site recreational improvements in the Project. | In Compliance | |
| 29 | **COOPERATION - IMPLEMENTATION (ARTICLE V)** | | | | |
| 30 | 5.01 - Processing Application for Subsequent Approvals | Planning | | Compliant | |
| 31 | 5.02- Timely Submittals by Developer | Planning | | Compliant | |
| 32 | 5.03- Timely Processing by City | Planning | | Compliant | |
| 33 | 5.04-Other Government Permits | Planning | | Compliant | |
| 34 | 5.05 - Lighting and Landscaping District, Park Maintenance, C.3 Facilities | Engineering | Developer understands that the Project Site is included in the City's existing Citywide Landscaping and Lighting Assessment District, as established pursuant to City Resolution No. 88 7324 ("LLD"). Developer agrees that the base assessment applies to the Project and is subject to increase, provided any such increase of the base assessment imposed uniformly or similarly situated properties by City in a manner consistent with State law. Developer further agrees that the base assessment shall be levied upon recordation of each of the Project's final maps. The parties agree that the base LLD assessment described herein shall finance, among other things, the maintenance of any and all landscape improvements and the maintenance of the parks. | Compliant | |
| 35 | 5.06- Park Maintenance CFD 2007 | Engineering | Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2007-1 for Park Maintenance (CFD 2007-1). The rate of the CFD 2007-1 fee is subject to City Council Resolution No. 07-10698. Developer shall complete annexation of the subject property into the CFD 2007-01 prior to the issuance of any building permits. | Compliant | |
| 36 | 5.07- Maintenance of Project. Facilities CFD 2016-1 | Engineering | Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2016-1 for maintenance of stormwater treatment facilities (CFD 2016-1), such as the bioretention basin as described in Section 3.09. Developer shall complete annexation of the property into the CFD 2016-01 prior to the issuance of any building permits. | Compliant | |
| 37 | 5.08 - Public Safety Services CFD 2005-1 | Engineering | Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2017-1 for Fire Facilities and Fire Safety and Emergency Services (CFD 2017-1). The rate of the CFD 2017-1 fee is subject to City Council Resolution No. 17-13311. Developer shall complete annexation of the property into the CFD 2017-01 prior to the issuance of any building permits. | Compliant | |
| 38 | 5.09 - Fire Facilities/Safety and Emergency Services CFD 2017-1 | Engineering | Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2017-1 for Fire Facilities and Fire Safety and Emergency Services (CFD 2017-1). The rate of the CFD 2017-1 fee is subject to City Council Resolution No. 17-13311. Developer shall complete annexation | Compliant | |
| 39 | 5.10 - Parkland Dedication In Lieu Fee | Engineering | Developer shall pay an In-Lieu Parkland Dedication Fee to the Engineering Department prior to the issuance of a building permit for the Project per PMC Section 17.32.020.D.2. The park in-lieu fee amount shall be calculated using the rate in place at the time of issuance of a building permit, which is increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2018 reflecting 2017 increases. | Compliant | |
| 40 | 5.11- Assessment Districts or Other Funding Mechanisms | Engineering | | Compliant | |
| 41 | 5.12 - Warrany Bonds | Engineering | | Complaint | |
| 42 | 5.13 General Plan Maintenance Fee | Engineering | | Compliant | |
| 43 | **Standards, Laws, and Procedures Governing the Project (ARTICLE VI)** | | | | |
| 44 | 6.01-Vested Right to Develop | City Attorney | | Not applicable | |
| 45 | 6.02-Permitted Uses Vested by this Agreement | City Attorney | | Not applicable | |

| | Section and Title | Monitoring Dept | Terms | Status | Notes |
|---|---|---|---|---|---|
| 46 | 6.03- Applicable Law | City Attorney | | Not applicable | |
| 47 | 6.04-Uniform Codes | City Attorney | | Not applicable | |
| 48 | 6.05-Moratorium and Conflicting Enactments | City Attorney | | Not applicable | |
| 49 | 6.07-State and Federal Law | City Attorney | | Not applicable | |
| 50 | 6.08-Timing of Project Construction and Completion | City Attorney | | Not applicable | |
| 51 | 6.09-Exempting Fees, Mitigation Measures,... | City Attorney | | Not applicable | |
| 52 | 6.10-City's Joint-Inspection Jurisdiction | Planning | | Not applicable | |
| 53 | **AMENDMENT (ARTICLE VII)** | | | | |
| 54 | 7.01- Amendment to Project Approvals, Subsequent Approvals | City Attorney | | Not applicable | |
| 55 | 7.02- Amendment of this Agreement | City Attorney | | Not applicable | |
| 56 | **ASSIGNMENT, TRANSFER AND NOTICE (ARTICLE VIII)** | | | | |
| 57 | 8.01-Assignment of Interests, Rights/Obligations | City Attorney | | Not applicable | |
| 58 | 8.02-Transfer Agreements | City Attorney | | Not applicable | |
| 59 | 8.03-Non-Assuming Transferees | City Attorney | | Not applicable | |
| 60 | 8.04-Notice of Compliance Generally | City Attorney | | Not applicable | |
| 61 | **Cooperation in the Event of Legal Challenge** | | | | |
| 62 | 9.01-Cooperation | City Attorney | | Not applicable | |
| 63 | 9.02-Cure,Reapproval | City Attorney | | Not applicable | |
| 64 | **DEFAULT; REMEDIES;TERMINATION** | | | | |
| 65 | 10.01-Defaults | City Attorney | | Not applicable | |
| 66 | 10.02-Termination | City Attorney | | Not applicable | |
| 67 | 10.03-Periodic Review | Planning | | Compliant | First Annual Review to occur in 2019. |
| 68 | 10.04-Extension of Time of Performance | City Attorney | | Not applicable | |
| 69 | 10.05-Legal Action | City Attorney | | Not applicable | |
| 70 | 10.06-California Law | City Attorney | | Not applicable | |
| 71 | 10.07-Resolution of Disputes | City Attorney | | Not applicable | |
| 72 | 10.08-Attorneys' Fees | City Attorney | | Not applicable | |
| 73 | 10.09-Default by City of Developer | City Attorney | | Not applicable | |
| 74 | **NO AGENCY, JOINT VENTURE, PARTNERSHIP** | | | | |
| 75 | **MISCELLANEOUS** | | | | |
| 76 | 12.01-Incorporation of Recitals and Introductory | City Attorney | | Not applicable | |
| 77 | 12.02-Enforceability | City Attorney | | Not applicable | |
| 78 | 12.03-Findings | City Attorney | | Not applicable | |
| 79 | 12.04-Severability | City Attorney | | Not applicable | |
| 80 | | | | | |
| 81 | | | | | |
| 82 | | | | | |
| 83 | | | | | |
| 84 | | | | | |
| 85 | | | | | |
| 86 | | | | | |
| 87 | | | | | |
| 88 | | | | | |
| 89 | | | | | |

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

| | | |
|---|---|---|
| Periodic Review of Belle Harbor Development Agreement and Determination as to Compliance With Development Agreement | ) ) ) ) | RESOLUTION NO. 19- |

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, a Development Agreement between the City of Pittsburg and Discovery Homes, Inc., was executed on July 22, 2016, for the Belle Harbor (Waterstone) Subdivision; and

WHEREAS, California Government Code Section 65864 *et seq*. ("Development Agreement Statutes") authorizes and regulates the execution of development agreements ("DAs") between certain public entities and persons who desire to develop private property within a public entity's jurisdiction; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration of DA applications by property owners or other persons having an interest in property within City's jurisdiction; and

WHEREAS, Section 65865.1 requires City to conduct a periodic review of the City's active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has not complied in good faith with the terms and conditions of the Development Agreement, the City may terminate or modify the DA pursuant to the Development Agreement Statutes; and

WHEREAS, the last periodic review of the Belle Harbor Development Agreement was conducted in 2018, and on December 3, 2018, the City Council determined that the developer was in compliance with the terms of the Development Agreement.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. Recitals

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2. Compliance with Development Agreement

The City Council hereby finds and determines that, based on the information provided by the Developer and City staff, as well as the information contained in the "Belle Harbor DA – 2019 Annual Review", attached hereto and incorporated herein by reference as "Exhibit 1," the Developer has demonstrated good faith compliance with the Belle Harbor Development Agreement.

Section 3. Certificate of Compliance

The City Council hereby directs and authorizes the City Manager to issue a certificate codifying the "Finding of Compliance" for Belle Harbor in a form that can be recorded by the Developer.

Section 4. Certification

The City Clerk shall certify the adoption of this Resolution.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of November, 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

# Belle Harbor (Waterstone) DA - 19 Annual Review

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 1 | **Article II - Effective Date; Term** | | | | |
| 2 | Section 2.01 | Effective Date. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective (the "Effective Date"). | Compliant | Ordinance No. 16-1409 approving the DA was adopted on June 20, 2016, with an effective date of July 22, 2016. | |
| 3 | Section 2.02 | Term. The term of this Agreement shall commence upon the Effective Date and continue for a period of ten (10) years (the "Term"). | Compliant | Based on the effective date of July 22, 2016, the DA will expire on July 22, 2026 | |
| 4 | **Article III - Obligations of Developer** | | | | |
| 5 | Section 3.01 | Obligations of Developer Generally. The parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer's agreement to perform and abide by its long term covenants and obligations, as set forth herein. As material consideration for the long term assurances and vested rights provided by this Agreement and as a condition of approval to one or more of the Project Approvals, Developer agrees to each of the following: | Compliant to date. | | |
| 6 | Section 3.02 | Facility Reserve Charges. Developer agrees to pay City's Facility Reserve Charges ("FRC") as set or modified by the City Council from time to time. | Compliant to date. | Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA. | |
| 7 | Section 3.03 | Water Infrastructure. Developer shall comply with the 2015 Water System Master Plan, as amended. | Compliant to date. | Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA. | |
| 8 | Section 3.04 | Applicable Fees. City may levy development fees and charges during the term of this Agreement relative to the development of the Project Site which are in force and effect as of the Effective Date, as more particularly described and according to the payment schedule set forth on Exhibit B ("Applicable Fees"). Unless otherwise provided in this Agreement, no development fees, or charges, or categories thereof, shall be imposed on the Project other than those fees (including categories within such fees), and charges identified as Applicable Fees on Exhibit B, which exhibit shall exclusively govern the Applicable Fee payment schedule. The parties agree that any and all Project development fees, charges or exactions related to schools, fire prevention, water, sewer, stormwater, and storm drainage facilities, which are to be paid by Developer directly to third-party governmental agencies, are not subject to or within the scope of this Agreement whether such third party charges exist or are subsequently imposed by such third parties, whether directly upon Developer or through City. This provision shall not be construed to benefit any Non-Assuming Transferees, as such term is defined in herein. | Compliant to date. | Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA. | |
| 9 | Section 3.05 | Applicable Fee Adjustments. Developer shall pay fees and charges consistent with Section 3.04 above, and the applicable adjustments currently provided in such fees, and as modified from time to time by the City, whether such adjustment or modification is an increase or decrease. Developer retains the right to challenge the imposition of any new fees not referenced in this Agreement or the modification, amendment or adjustment of all Applicable Fees pursuant to Government Code § 66000 et seq., not already authorized by ordinances, resolutions or policies in place at the time of this Agreement's execution. Should the City Council approve a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees. | Compliant to date. | Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA. | |
| 10 | Section 3.06 | City Local Traffic Mitigation Fee. Developer shall pay the City Local Traffic Mitigation Fee, which fee is necessary to finance unmet City traffic improvement needs in the amount in effect as of the Effective Date and subject to adjustment in accordance with Resolution No. 07 10917 with credit for certain improvements constructed by Developer per Section 4.04 below. If the City Council approves a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees. | Compliant to date. | Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA. | |
| 11 | Section 3.07 | Regional Traffic Fee. Developer shall pay the ECCRFA regional traffic fee should it be imposed by the City in an amount equal to or less than the amount paid by projects in the Cities of Antioch, Brentwood, and Oakley or in accordance with the existing valid Memorandum of Understanding dated June 29, 2010, as amended, whichever is less. | Compliant to date. | Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA. | |
| 12 | Section 3.08 | Fees, Assessments and/or Taxes to be Paid by Developer. Developer agrees to pay its fair share of any levies imposed by any assessment district, landscaping and lighting district, community facilities district, tax-exempt financing mechanisms, or other funding mechanisms related to public safety; traffic; sewer; water; fire; the prevention, mitigation, abatement, or control of geologic hazards; or other infrastructure improvements (including, without limitation, design, acquisition, construction and maintenance costs) (collectively, "Funding Mechanisms") within the Project Site, provided that such Funding Mechanism is referenced herein and/or was legally created pursuant to applicable law. | Compliant to date. | Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA. | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 13 | Section 3.09 | Affordable Housing. Developer shall comply with PMC 18.86.080 and City Council Resolution No. 16-13210 Condition of Approval No. 5, by constructing at least eight (8) rental secondary dwelling units within the Project. A covenant shall be recorded limiting the amount of rent that may be charged for these secondary units, consistent with the terms and conditions set forth in the affordable housing agreement. Prior to the City's issuance of the first certificate of occupancy Developer agrees to enter into an affordable housing agreement with the City (the "Affordable Housing Agreement") attached as Exhibit C which further memorializes the provisions of this Section 3.09 and is consistent with applicable law, including Pittsburg Municipal Code Chapter 18.50. Developer agrees that the secondary dwelling units referenced in this Section shall not be built or otherwise allowed on adjoining lots without the prior written approval of the City Manager. City agrees that Developer shall not be required to pay any additional fees (building permit, sewer, water, traffic fees, etc.) associated with any attached, affordable secondary/accessory dwelling units. | Compliant | Affordable Housing Agreements were recorded for lots 11, 16, 22, 27, 32, 37, 43, and 48. | |
| 14 | (a) | Timing. The Affordable Housing Agreement shall establish provisions to implement the affordable housing requirements within this Agreement and shall include, but not be limited to, implementation and monitoring provisions to ensure compliance with municipal law related to affordable housing. The agreement shall include provisions for the reasonable reimbursement of costs to the City for the administration and monitoring of the agreement. | Compliant | | |
| 15 | (b) | Inclusionary Housing Ordinance. Notwithstanding any provision of this Agreement, in the event that the City has rescinded its respective previously adopted affordable housing ordinance and not replaced it with another affordable housing or similar ordinance, or such ordinance has been declared illegal, Developer shall not be obligated to comply with the provisions for affordable housing set forth in this Agreement. In the event, prior to or during the development of the Project, the City amends or replaces or eliminates its affordable housing ordinance which would result in a reduction in the number of secondary units Developer is obligated to construct, then the Affordable Housing Agreement shall be modified to provide for an equivalent reduction in the number of secondary units required to be constructed in the Project or elimination of the requirement. | Compliant | | |
| 16 | Section 3.10 | C.3 Facilities. Developer shall construct C.3 facilities as provided in the Project Approvals. In accordance with the City's NPDES permit, provision C.3.e.i.and ii., developer shall have the right to construct or participate in the funding of offsite C.3 facilities as approved by the City Engineer and memorialized by separate agreement with the City. Developer to provide appropriate funding mechanism for the continuous maintenance of these facilities in perpetuity. | Compliant | Developer has annexed into 2016-1 CFD to meet requirements for alternate compliance and long term maintenance | |
| 17 | Section 3.11 | Security Improvements. (a) Developer shall pay to the City the actual cost incurred by the City (not to exceed Fifty Thousand Dollars ($50,000)) towards funding the acquisition and installation of security camera(s) at the entrance to the Property. The security cameras will be installed under the supervision of the City's Police Chief. Developer shall pay such costs within thirty (30) days of receipt of invoice. (b) Developer shall install the basic home security wiring in the Project homes (defined herein as wiring for a basic home security system on the first floor windows and doors only). Developer shall offer one year of professional monitoring service to new homeowners. The monitoring service shall be at the election of the new homeowner. | In Progress | The Police Department has secured a camera project design and estimate for installations near the entrance, and the City's Finance Department will issue a purchase order shortly. Once the installations have been completed, the City will be reimbursed by the Developer. | |
| 18 | Section 3.12 | Solar Roof System. Developer shall install a solar roof system on one of its model homes for example purposes only (which may consist of a few panels with photovoltaic compatibility or other comparable technologies) and offer solar installation as an option at the homeowner's expense. | Compliant | | |
| 19 | Section 3.13 | Tree Preservation. Developer shall replace any and all trees that are removed as part of the construction of the Project with the appropriate number of new trees pursuant to the City's Tree Ordinance. Developer shall cause the Project to maintain said trees in an appropriate manner pursuant to the City's Tree Ordinance. Developer shall not be required to mitigate for trees that need to be removed that are on City property. | Compliant to date. | As a condition of the approved tree removal permit, the developer is required to plant 60 new trees throughout the development as part of the approved landscaping plan. All required trees shall be planted prior to final acceptance of the subdivision. | |
| 20 | **Article IV - Obligations of the City** | | | | |
| 21 | Section 4.01 | Obligations of City Generally. The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City, is a material consideration for City's agreement to perform and abide by the long term covenants and obligations of City, as set forth herein. | Not Applicable | | |
| 22 | Section 4.02 | Availability of Public Services. | | | |
| 23 | (a) | General. To the extent permitted by law and consistent with its authority, City shall reserve such capacity for water services as may be necessary to serve the Project. This reservation of water infrastructure capacity shall be assured for the Term to the extent consistent with applicable law. | Compliant to date. | | |
| 24 | (b) | Construction Water. City shall make construction water available to the Project by permitting the Project to hook up to existing City water supply infrastructure, at a location reasonably determined by the City, at Developer's cost and on those terms and conditions and charges customarily applied by City to similar projects consistent with City standards. City shall also permit Developer to install such temporary construction water pipelines and related infrastructure as reasonably necessary to provide construction water to the Project site for Developer's use in any and all Project grading and construction operations, as long as such water is unrelated to potable use. | Compliant to date. | | |
| 25 | Section 4.03 | Developer's Right to Rebuild. City agrees that Developer, in Developer sole's discretion, may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, acts of God, acts of terrorism, or damage to work in progress by reason of fire, floods or other casualties. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA and this Agreement. | Compliant to date. | There has been no need to exercise this provision of the agreement. | |
| 26 | Section 4.04 | Reimbursement of Infrastructure Costs. | | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 27 | (a) | Reimbursement. Unless otherwise provided for herein, to the extent Developer incurs costs related to the planning and construction of traffic infrastructure, water delivery infrastructure, the off-site water tank, pump station, sewer infrastructure or other public infrastructure required by City or this Agreement for the Project that exceed the Project's fair share obligation for such infrastructure, City shall reimburse Developer for the City's portion of such costs (including any management fees provided for in this Agreement), subject to City's prior verification through inspection of the construction that is subject to such reimbursement and upon final acceptance of the infrastructure by the City. This reimbursement shall be paid within sixty (60) days after City's final acceptance or at such other time as mutually agreed upon in writing by the parties. Developer shall be entitled to a management fee of five percent (5%) for City's share of approved infrastructure costs, including but not limited to design and special inspection costs. The management obligations of Developer hereunder shall include contracting and managing the construction of the infrastructure, retaining copies of records, photographs and "as builts" for the improvement(s) as well as attending meetings and providing necessary reports as reasonably requested by City. | Compliant to date. | There has been no need to exercise this provision of the agreement. | |
| 28 | (b) | City's Authorization of Reimbursement. Notwithstanding any other provision of this Section, or of this Agreement, or of VTM provisions, City shall not be responsible to reimburse or credit Developer for any costs, including as referenced in Section 4.04(a) herein, unless prior to Developer incurring any costs for which Developer will request reimbursement from City, Developer shall first provide written documentation as to the work to be performed, the estimated costs thereof, including a not-to-exceed cap, and such other details as reasonably requested by the City Manager and the City Manager approves the proposed costs and related work. If the City Manager fails to respond within thirty (30) days of its receipt of such estimated costs, Developer shall provide a second written notice to the City Manager and to the City Engineer, if neither responds within thirty (30) days of the City's receipt of the second request, the request shall be deemed approved. The City Manager shall have the discretion to require Developer to obtain competitive bids on any work for which Developer may request reimbursement or credit from the City where the total cost (not just the City's share) of that work is One Hundred Thousand Dollars ($100,000) or more. City shall also have the opportunity to inspect any and all infrastructure during its construction, as well as to review any work product for which Developer requests reimbursement or credits. If mutually agreed by the parties in writing, any reimbursement due Developer pursuant to this Agreement may be satisfied by City in the form of credits, which can actually be used by Developer to offset Developer's payment of any Applicable Fees. In the event there are not enough credits to fully satisfy the reimbursement due Developer and subject to the terms of the mutual agreement between the parties referenced in the prior sentence, City shall reimburse Developer within thirty (30) days of invoicing. | Compliant to date. | There has been no need to exercise this provision of the agreement. | |
| 29 | Section 4.05 | Park Fee Credit. Developer and City agree that the park in-lieu fee amount will be Nine and 40/100ths Dollars ($9.40) per square foot (unless City adopts a lower fee in which case the lower fee shall apply), increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2017 reflecting 2016 increases. Developer is eligible for partial park fee credit of thirty five percent (35%) of the land area devoted to private recreational area on site. | Compliant | | |
| 30 | **Article V - Cooperation - Implementation** | | | | |
| 31 | Section 5.01 | Processing Application for Subsequent Approvals. The parties agree that all Subsequent Approvals shall be processed by City in a manner consistent with the following provisions: | | | |
| 32 | (a) | Standard of Review. By adopting the Project Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Accordingly, City shall not use its discretionary authority in considering any application for a Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise prevent or delay development of the Project as set forth in the Project Approvals. Instead, the Subsequent Approvals shall be deemed tools to implement those final policy decisions and shall be issued by City so long as they comply with this Agreement and Applicable Law, as defined below, and are not inconsistent with the Project Approvals as set forth above, and meet the intent and comply with any City adopted Designed Guidelines, as applicable. To the extent permitted by law, City shall not use its discretionary authority in considering these Subsequent Approval applications to revisit or frustrate the policy decisions or material terms reflected by the Project Approvals. Developer agrees that development under this Agreement shall comply with provisions reflected in Uniform Codes (whether building, fire, plumbing, or other applicable uniform codes) which may adopted subsequent to the Effective Date of this Agreement. | Compliant to date. | | |
| 33 | (b) | Basis for Denial. City may deny an application for a Subsequent Approval only if such application does not comply with this Agreement or Applicable Law, defined below, or does not substantially comply with the Project Approvals (provided, however, that inconsistency with the Project Approvals shall not constitute grounds for denial of a Subsequent Approval which is requested by Developer as an amendment to that Project Approval). City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with this Agreement or Applicable Law, or as is necessary to make this Subsequent Approval consistent with the Project Approvals. If City denies any application for a Subsequent Approval, City shall specify in writing the reasons for such denial and may suggest a modification which would be approved by City. | Compliant to date. | The City has not denied any application for subsequent approvals as of 10/21/19. | |
| 34 | Section 5.02 | Timely Submittals by Developer. Developer acknowledges that City cannot expedite processing of the Subsequent Approvals until Developer submits complete applications on a timely basis. Developer shall use its best efforts to (i) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (ii) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other necessary materials as set forth in the Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals consistent with this Agreement. | Compliant to date. | Developer has not submitted any applications for subsequent approvals for the project. | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 35 | Section 5.03 | Timely Processing by City. Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval, City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval applications including, without limitation, (i) providing at Developer's expense and subject to Developer's request and prior written approval, reasonable overtime staff assistance and/or staff consultants for planning and processing of each Subsequent Approval application; (ii) if legally required, providing notice and holding public hearings; and (iii) acting on any such Subsequent Approval application. If Developer elects to request and approve the use of overtime staff assistance or staff consultants for planning and processing of any Subsequent Approval pursuant to this Section 5.03, Developer's reimbursement to City for such services shall be made in amount equal to City's actual costs of providing such services, in accordance with standard City practice. | Compliant to date. | Developer has not submitted any applications for subsequent approvals for the project. | |
| 36 | Section 5.04 | Other Government Permits. At Developer's sole discretion and in accordance with Developer's construction schedule, Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City shall cooperate with Developer in its efforts to timely obtain such permits and approvals and shall, from time to time, at the request of Developer, use its best efforts to ensure the timely availability of such permits and approvals. | Compliant to date. | Developer has applied for and received all necessary permits for construction. | |
| 37 | Section 5.05 | Lighting and Landscaping District, Park Maintenance, C.3 Facilities. | | | |
| 38 | (a) | Developer agrees that the Project Site will be annexed into the City's existing Lighting and Landscaping District, as established pursuant to City Resolution No. 88 7324 ("LLD"), as well as the City's Community Facilities District 2007 1 for park maintenance and the City's Community Facilities District 2016-1 for maintenance of C.3 facilities and, to the extent permitted by law, that the Project shall be assessed in a manner consistent with the provisions herein. | Compliant | Annexation completed. | |
| 39 | (b) | Developer agrees that the base assessment applies to the Project and is subject to increase, provided any such increase of the base assessment imposed uniformly or similarly situated properties by City in a manner consistent with State law. Developer further agrees that the base assessment shall be levied upon recordation of each of the Project's final maps. The parties agree that the base LLD assessment described herein shall finance, among other things, the maintenance of any and all landscape improvements and the maintenance of the parks. | Compliant | Project is already in LLD | |
| 40 | Section 5.06 | Police Services CFD. Developer agrees to take all steps necessary to include the Project Site into the City's existing police services Community Facilities District 2004 1, as adopted pursuant to Resolution No. 04 10071 (the "Police Services District") at no cost to the City, in order to provide for police and other emergency services to the Project Site. This process shall be completed, to the reasonable satisfaction of the City Manager and the City Attorney, before filing the first final map on the Project. Each legal residential lot located on the Project Site will be required to pay the levy by the Police Services District no earlier than the issuance of a building permit for such lot. | Compliant | Annexation completed. | |
| 41 | Section 5.07 | Fire Services CFD. In the event the City forms a City Community Facilities District to provide for fire protection services in the City for the Contra Costa Fire Protection District and acquisition or replacement of equipment primarily situated in the fire stations located in the City, Developer agrees to take all steps necessary to include the Project Site into the district. This inclusion of the Project into the district shall be completed, to the reasonable satisfaction of the City Manager and the City Attorney, before filing the first final map on the Project. City agrees that the levy to be assessed on each legal residential lot in the Project shall be no greater than Seventy-five Dollars ($75) and increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2016 reflecting 2015 increases. Each legal residential lot located on the Project Site will be required to pay the levy by for this district no earlier than the issuance of a certificate of occupancy for such lot (such levy shall not go into effect for any certificate of occupancy issued for model homes in the Project until such model home is transferred to a third party homebuyers). | Compliant | Annexation completed. | |
| 42 | Section 5.08 | Railroad Avenue Specific Plan CFD. The subject property has been previously annexed into the Railroad Avenue Specific Plan (RASP) Community Facilities District 2014-1, and requires the developer pay a one-time special tax to finance the construction and/or acquisition of public facilities. Each legal residential lot located on the Project Site will be required to pay the levy by CFD 2014-1 upon the issuance of a building permit for such lot. The rate of the CFD is subject to City Council Ordnance No. 14-1383. | Compliant to date. | Fees have been collected upon issuance of all building permits issued thus far, in accordance with those fee rates set forth in Exhibit B of the DA. | |
| 43 | Section 5.09 | Parkland Dedication In-Lieu Fee. The Developer shall pay an In-Lieu Parkland Dedication Fee to the Engineering Department per PMC section 17.32.020.D.2.The park in-lieu fee amount is nine dollars and forty cents ($9.40) per square foot, increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2017 reflecting 2016 increases. | Compliant | | |
| 44 | Section 5.10 | Assessment Districts or Other Funding Mechanisms. | | | |
| 45 | (a) | City understands that City's long term assurances to Developer concerning fees, taxes and assessments related to the Project are a material consideration for Developer agreeing to process the siting of the Project in its present location and to pay the fees, taxes and assessments described in this Agreement. City shall retain the ability to initiate or process applications for the formation of new assessment districts or other Funding Mechanisms, as defined in Section 3.08 of this Agreement, covering all or any portion of the Project site. Notwithstanding the foregoing, Developer retains all its rights to oppose the formation or proposed assessment of any new assessment district, Funding Mechanism, or any and all increases thereto, or to request or pursue assessment credits or reductions, unless otherwise provided for herein or unless such assessment, Funding Mechanism or related increases are in place and legally effective as of the date of this Agreement's Effective Date. | Compliant to date. | The City has not proposed forming any new assessment districts. | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 46 | (b) | At the request of Developer, City shall cooperate in the formation of, or annexation to, those assessment districts, landscaping and lighting districts, community facilities districts, tax-exempt financing mechanisms, or other Funding Mechanisms that Developer and City determine are needed to fund infrastructure improvements and to ensure the orderly development of the Project, at no cost to the City. City shall diligently and expeditiously process applications by Developer necessary to establish such Funding Mechanisms as long as (i) the application complies with law, (ii) is consistent with City's standards, and (iii) provides for a lien to value ratio and other financial terms that are reasonably acceptable to City, and which will result in no commitment of City. City shall diligently seek to sell any bonds to be issued and secured by such assessments upon the best terms reasonably available in the marketplace. Any and all costs associated with this Section shall be borne and/or advanced by Developer. | Compliant to date. | | |
| 47 | Section 5.11 | Warranty Bonds. Developer agrees that every infrastructure improvement dedicated to City (except landscaping, unimproved real property or open space dedications) pursuant to this Agreement shall be accompanied by a one (1) year warranty bond in a form and in an amount, and with a surety acceptable to City, or otherwise as determined in the applicable Subdivision Improvement Agreement. | Compliant | City accepted the public improvements for continuous maintenance in 2017, warrant bonds have since expired | |
| 48 | Section 5.12 | General Plan Maintenance Fee. Developer agrees to pay a development related fee to help fund the maintenance of the Pittsburg General Plan. The General Plan Maintenance Fee will be $125.00 per building permit. | Compliant to date. | The Developer has paid the General Plan Maintenance Fee upon issuance of each building permit. | |
| 49 | **Article VI - Standards, Laws and Proceedures Governing the Project** | | | | |
| 50 | Section 6.01 | Vested Right to Develop. Developer shall have a vested right to develop the Project on the Project Site in substantial conformance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), the Subsequent Approvals (as and when issued), and amendments thereto as shall, from time to time, be approved pursuant to this Agreement. Nothing in this Section 6.01 shall be deemed to eliminate or diminish the requirement of Developer to obtain any required Subsequent Approvals. | Compliant to date. | | |
| 51 | Section 6.02 | Permitted Uses Vested by This Agreement. The permitted uses of the Project Site; the density and intensity of use of the Project Site; the maximum height, bulk and size of proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals. | Compliant to date. | | |
| 52 | Section 6.03 | Applicable Law. "Applicable Law" shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the project site; governing density; and governing design, improvements, and construction standards and specifications applicable to the Project and Project site as set forth in this Agreement and the Project Approvals, and in force and effect on the Effective Date of this Agreement. However, this Agreement and this Section shall not be construed to prevent the City, in any subsequent actions applicable to the Project Site, from applying any new rules, regulations, official policies, standards, and specifications that do not conflict with those rules, regulations, official policies, standards, and specifications existing as of the Effective Date of the Agreement. | Compliant to date. | | |
| 53 | Section 6.04 | Uniform Codes. Notwithstanding any other provision of this Agreement, City may apply to the Project Site, at any time during the Term, the then current Uniform Building Code and other uniform construction codes as properly modified by City and uniformly applied on a citywide basis, and City's then current design and construction standards for road and storm drain facilities. In no event shall any such uniform code or standard be adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project. | Compliant to date. | | |
| 54 | Section 6.05 | Moratorium and Conflicting Enactments. To the extent consistent with State Law, if any ordinance, resolution or other measure is enacted, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project on all or any part of the Project Site, City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the term of this Agreement, unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code Section 8558. Developer reserves the right to challenge in court any City action or inaction which Developer believes is in conflict with Applicable Law or this Agreement. | Compliant to date. | No moratoria or conflicting enactments were adopted during this review period. | |
| 55 | Section 6.06 | Life of Subdivision Maps, Development Approvals, and Permits. To the extent consistent with Applicable Law, the term of any subdivision map or any other map, permit, rezoning or other land use entitlement approved as a Project Approval or Subsequent Approval shall automatically be extended for the duration of this Agreement, including any extensions. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies that regulate land use, development or the provision of services to the land, prevents, prohibits or delays the construction of the Project. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable court order or other legal requirement prevents the processing of any Subsequent Approval or prevents any Project development activities. | Compliant | Construction of project is scheduled to be completed prior to the expiration of all approvals. | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 56 | Section 6.07 | State and Federal Law. As provided in California Government Code § 65869.5, if any state or federal laws or regulations, enacted after this Agreement's Effective Date prevent or preclude compliance with one or more provisions of this Agreement ("Changes in the Law"), such provision of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations as may be necessary to comply with Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement including, without limitation, Article V and Section 10.05. Not in limitation of the foregoing, nothing in this Agreement shall preclude City from imposing on Developer any fee specifically required by State or Federal laws and regulations. | Compliant | There has been no need to exercise this provision of the agreement. | |
| 57 | Section 6.08 | Timing of Project Construction and Completion. | | | |
| 58 | (a) | Project Phasing. The Project may be built in phases in response to then-existing market conditions over the Term of the Agreement. Except as otherwise specifically provided by this Agreement with respect to Project infrastructure timing, City and Developer expressly agree that there is no requirement that Developer initiate or complete development of the Project or any particular phase of the Project within any particular period of time, and City shall not impose such a requirement on any Project Approval. The parties acknowledge that Developer cannot at this time predict when or the rate at which or the order in which phases will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as market demand, interest rates, competition and other similar factors. | Compliant to date. | Construction of project is scheduled to be completed in multiple phases. | |
| 59 | (b) | The parties agree that Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time, and Developer shall determine which part of the Project Site to develop first, and at Developer's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' desire to avoid that result by acknowledging that Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. Developer's rights under this Section 6.08(b) shall be subject to the requirement that adequate infrastructure to serve each phase of the Project is constructed concurrently with such phase. The City Manager shall reasonably determine what infrastructure will be required to serve each phase of the Project, which determination shall be consistent with Applicable Law. | Compliant to date. | | |
| 60 | (c) | Nothing in this Agreement shall exempt Developer from completing work required by a subdivision agreement, road improvement agreement or similar agreement in accordance with the terms thereof. | Compliant to date. | | |
| 61 | Section 6.09 | Exempting Fees, Mitigation Measures and Similar Requirements Imposed by Outside Agencies. Notwithstanding any other provision of this Agreement, the City agrees to exclude Developer from any and all discretionary collection agreements regarding fees, mitigation measures and similar requirements including, but not limited to, development impact fees, which other public agencies request the City to impose at City's discretion on the Project or on the Project Site after the Effective Date through the Term of this Agreement. This Section 6.09 shall not prohibit the City from imposing on Developer any fee, mitigation measure or similar requirement or obligation that is required by a local or regional agency in accordance with local, regional, State or Federal obligations and implemented by the City in cooperation with such local, regional, state or federal agency, provided such fee, mitigation measure or similar requirement or obligation is imposed in a similar manner on similarly situated properties within the City as, for example, stormwater-related C.3 requirements and increases thereto. | Compliant to date. | | |
| 62 | Section 6.10 | City's Joint-Inspection Jurisdiction. Developer acknowledges that City has joint inspection jurisdiction within other third-party governmental entities within any and all City rights-of-way and easements. | Compliant to date. | | |
| 63 | **Article VII - Amendment** | | | | |
| 64 | Section 7.01 | Amendment to Project Approvals, Subsequent Approvals. To the extent permitted by State and Federal law, any Project Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner: | | | |
| 65 | (a) | Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the City Manager or his/her designee shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable uniform codes and State or Federal law. If the City Manager or his/her designee finds that the proposed amendment or modification is minor in the context of the entire Project, consistent with this Agreement and Applicable Law, and will result in no new significant environmental impacts not addressed and mitigated in the EIR, the amendment shall be determined to be an "Administrative Project Amendment" and the City Manager or his/her designee may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, changes in trail alignments, minor variations in lot layouts, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments. | Compliant to date. | The developer has worked with staff to implement a revised refuse pickup plan. | |
| 66 | (b) | Non-Administrative Project Amendments. Any request of Developer for an amendment or modification to a Project Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement. | Compliant to date | The developer has worked with staff to request non-administrative project amendments to date, including changes to proposed subdivision signage. | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 67 | Section 7.02 | Amendment of this Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows: | | | |
| 68 | (a) | Administrative Agreement Amendments. The City Manager, or his/her designee, may, except to the extent otherwise required by law, enter into certain amendments of this Agreement on behalf of the City as long as any such amendment does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings or (vi) monetary contributions by Developer ("Administrative Agreement Amendment"), and shall not, except to the extent otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. For purposes of this Section 7.02(a), the term "substantially affect" shall be evaluated in the context of the entire Project. | Not Applicable (at this time) | There has been no need to exercise this provision of the agreement. | |
| 69 | (b) | Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval, whether done administratively or not, shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement when written and executed by both parties. | Not Applicable (at this time) | There has been no need to exercise this provision of the agreement. | |
| 70 | (c) | Amendment Limitations. In consideration of the scope of the benefits to City set forth in this Agreement, any amendment to this Agreement shall only be subject to such new terms and conditions, including new exactions or other obligations, as are reasonably related to the impacts on City directly attributable to such amendment. | Not Applicable (at this time) | There has been no need to exercise this provision of the agreement. | |
| 71 | **Article VIII - Assignment, Transfer and Notice** | | | | |
| 72 | Section 8.01 | Assignment of Interests, Rights and Obligations. Developer may transfer or assign all or any portion of its interests, rights or obligations under this Agreement, the Project Approvals or Subsequent Approvals to third parties acquiring an interest or estate in the Project or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or facilities. | Not Applicable (at this time) | There has been no need to exercise this provision of the agreement. | |
| 73 | Section 8.02 | Transfer Agreements. | | | |
| 74 | (a) | In connection with the transfer or assignment by Developer of all or any portion of the Project (other than a transfer or assignment by Developer to an affiliated party, any deed of trust beneficiary or mortgagee, or a "Non-Assuming Transferee" (as defined in Section 8.03), Developer and the transferee shall enter into a written agreement (a "Transfer Agreement") regarding the respective interests, rights and obligations of Developer and the transferee in and under the Agreement, the Project Approvals, and the Subsequent Approvals. Such Transfer Agreement may (i) release Developer from obligations under the Agreement, the Project Approvals, or the Subsequent Approvals that pertain to that portion of the Project being transferred or assigned, as described in the Transfer Agreement, provided that the transferee expressly assumes such obligations, (ii) transfer to the transferee vested rights to improve that portion of the Project being transferred and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment. | Not Applicable (at this time) | There has been no need to exercise this provision of the agreement. | |
| 75 | (b) | Any Transfer Agreement shall be binding on Developer, City and the transferee and, unless otherwise provided for in Section 8.03 of this Agreement, shall require the City's prior written consent, which consent shall not be unreasonably withheld. Failure by City to respond within thirty (30) days of a written request by Developer for City's consent shall be deemed City's approval of the Transfer Agreement in question. City may refuse to give its consent only if, in light of the proposed transferee's reputation and financial resources, such transferee would not in City's reasonable determination be able to perform the obligations proposed to be assumed by such transferee. Such determination shall be made by the City Manager and is appealable to the City Council. In no event, however, shall City refuse to give its consent to a proposed transferee pursuant to this Section 8.02(b) if such transferee has a net worth of at least Ten Million Dollars ($10,000,000) documented in a manner reasonably acceptable to City. Upon recordation of any Transfer Agreement in the Official Records of Contra Costa County, Developer shall automatically be released from those obligations assumed by the transferee therein. | Not Applicable (at this time) | There has been no need to exercise this provision of the agreement. | |
| 76 | (c) | Developer shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee pursuant to a Transfer Agreement. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person. | Not Applicable (at this time) | There has been no need to exercise this provision of the agreement. | |
| 77 | Section 8.03 | Non-Assuming Transferees. Except as otherwise required by Developer in Developer's sole discretion, the burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor City's consent shall be required in connection with (i) any single residential parcel conveyed to a purchaser, (ii) any property transferred as fewer than ten (10) lots to a single retail builder or (iii) any property that has been established as one or more separate legal parcels for office, commercial, open space, park, school or other nonresidential uses. The transferee in such a transaction and its successors ("Non-Assuming Transferees") shall be deemed to have no obligations under this Agreement, but shall continue to benefit from the vested rights provided by this Agreement for the duration of the Term. Nothing in this Section 8.03 shall exempt any property transferred to a Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable conditions of approval. | Not Applicable (at this time) | There has been no need to exercise this provision of the agreement. | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 78 | Section 8.04 | Notice of Compliance Generally. Subject to City's finding that the facts contemplated by clauses (i) through (iii) herein are true and accurate, within thirty (30) days following any written request which Developer may make from time to time, City shall execute and deliver to Developer (or to any party requested by Developer) a written "Notice of Compliance," in recordable form, duly executed and acknowledged by City, that certifies that (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications, (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default, and (iii) any other information reasonably requested by Developer. City's failure to deliver such notice within such time period shall constitute a conclusive presumption against City that this Agreement is in full force and effect without modification except as may be represented by the Developer and that there are no uncured defaults in the performance of the Developer, except as may be represented by the Developer. Developer shall have the right at Developer's sole discretion, to record the Notice of Compliance. | Not Applicable (at this time) | There has been no need to exercise this provision of the agreement. | |
| 79 | **Article IX - Cooperation in the Event of Legal Challenge** | | | | |
| 80 | Section 9.01 | Cooperation. | | | |
| 81 | (a) | Developer 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 not a party to this Agreement challenging the validity of the Agreement or any Project Approval or any Subsequent Project Approval, or otherwise arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer 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 attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City 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 Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees, and time referenced herein. | Compliant to date. | There has been no need to exercise this provision of the agreement. | |
| 82 | (b) | Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations by the Developer, its officers, employees, agents or consultants, under this Agreement, except for such claims, costs, damages, or other liabilities which are caused by the sole or gross negligence of the City, its officials, officers, employees, agents, or consultants. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. | Compliant to date. | There has been no need to exercise this provision of the agreement. | |
| 83 | (c) | The parties agree that this Section 9.01 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 9.01, which shall survive such invalidation, nullification or setting aside. | Compliant to date. | There has been no need to exercise this provision of the agreement. | |
| 84 | Section 9.02 | Cure; Reapproval. | | | |
| 85 | (a) | If, as a result of any administrative, legal or equitable action or other proceeding as described in Section 9.01, all or any portion of this Agreement, Project Approvals, or Subsequent Approvals are set aside or otherwise made ineffective by any judgment (a "Judgment") in such action or proceeding (based on procedural, substantive or other deficiencies, hereinafter "Deficiencies"), the parties agree to use their respective best efforts to sustain and reenact or readopt this Agreement, Project Approvals, and/or Subsequent Approvals that the Deficiencies relate to, as follows, unless the parties mutually agree in writing to act otherwise: | Compliant to date. | There has been no need to exercise this provision of the agreement. | |
| 86 | (i) | If any Judgment requires reconsideration or consideration by City of this Agreement, Project Approval, or Subsequent Approval, then the City shall consider or reconsider that matter in a manner consistent with the intent of this Agreement. If any such Judgment invalidates or otherwise makes ineffective all or any portion of this Agreement or any Project Approval, or Subsequent Approval, then the parties shall cooperate and shall cure any Deficiencies identified in the Judgment or upon which the Judgment is based in a manner consistent with the intent of this Agreement and the Judgment. Upon the parties cure of such Deficiencies, City shall then take steps consistent with the Judgment necessary readopt or reenact this Agreement and any applicable Project Approval, Subsequent Approval, or any portion thereof. | Compliant to date. | There has been no need to exercise this provision of the agreement. | |
| 87 | (ii) | Acting in a manner consistent with the intent of this Agreement or a Judgment includes, but is not limited to, recognizing that the parties intend that Developer may develop a eighty two (82) single-family residential unit project, and adopting such ordinances, resolutions, and other enactments, including but not limited to a general plan amendment, rezoning, vesting subdivision map approvals, development plan approvals, PD Plan approvals, design review, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, final development plans, development agreements, permits, resubdivisions, and any amendments to, or repealing of, any of the foregoing as are necessary to readopt or reenact all or any portion of this Agreement, Project Approvals, and/or Subsequent Approvals without contravening the Judgment. | Compliant to date. | There has been no need to exercise this provision of the agreement. | |
| 88 | (b) | The parties agree that this Section 9.02 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 9.02, which shall survive such invalidation, nullification or setting aside. | Compliant to date. | There has been no need to exercise this provision of the agreement. | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 89 | **Article X - Default, Remidies, Termination** | | | | |
| 90 | Section 10.01 | Defaults. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (the "Complaining Party") (unless such period is extended by mutual written consent), shall constitute a default under this Agreement. The Complaining Party's notice ("Default Notice") shall specify the nature of the alleged failure and, may specify the manner in which the failure satisfactorily may be cured By the other party (the "Defaulting Party"). Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of a default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then no fault shall be deemed to have occurred if: (a) the cure shall be commenced at the earliest practicable date following receipt of the Default Notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (if no event later than thirty (30) days after the Defaulting Party's receipt of the Default Notice), the Defaulting Party provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within one hundred twenty (120) days after the Notice of Default is given. Complaining Party shall not send notice to any third party, including, but not limited to, bonding and surety companies, until such time as the cure opportunities set forth above have expired unless otherwise required by applicable law. Upon the occurrence of a default under this Agreement, the Complaining Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured consistent with this Section, then no default shall exist and the Complaining Party shall take no further action. | See Comments/Action Items | As of October 29, 2019, there has been no need to exercise this provision of the agreement. | |
| 91 | Section 10.02 | Termination. If City elects to consider terminating this Agreement due to a material default of Developer, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. As used herein, a finding of materiality shall be based on the effect of the default in relation to the size and scope of the Project. Developer shall have the right to offer written and oral evidence prior to or at the time of said public hearings. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated sixty (60) days thereafter; provided, however, that if Developer files an action to challenge City's termination of this Agreement within such 60-day period, then this Agreement shall remain in full force and effect until a trial court has affirmed City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired). | See Comments/Action Items | As of October 29, 2019, there has been no need to exercise this provision of the agreement. | |
| 92 | Section 10.03 | Periodic Review. | | | |
| 93 | (a) | Conducting the Periodic Review. Throughout the Term of this Agreement, at least once every twelve (12) months following the execution of this Agreement, City shall review the extent of good-faith compliance by Developer with the terms of this Agreement. This review (the "Periodic Review") shall be conducted by the City Manager or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code § 65865.1. Developer also agrees to pay City annually the greater of Five Thousand Dollars ($5,000) or the actual cost of Periodic Review Fee (not to exceed Ten Thousand Dollars ($10,000)). The Five Thousand Dollars ($5,000) shall be increased annually thereafter by the CPI for the San Francisco Oakland Area, with the first increase implemented in January 2017 reflecting 2016 increases. Such Periodic Review Fee shall only be paid in the years in which a Periodic Review is actually conducted. | Compliant to date. | | |
| 94 | (b) | Notice. At least ten (10) days prior to the Periodic Review, and in the manner prescribed in Article XII of this Agreement, City shall deposit in the mail to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Developer's performance hereunder. Developer shall be permitted an opportunity to respond to City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Such response shall be made to the City Manager. | See Comments/Action Items | Notice of the Annual Review will be given to the Developer on/or before November 8, 2019. | |
| 95 | (c) | Good Faith Compliance. During the Periodic Review, the City Manager shall review Developer's good-faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the City Manager shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the City Manager shall be appealable to the City Council. If the City Manager finds and determines that Developer has not complied with such terms and conditions, the City Manager may recommend to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in California Government Code §§ 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein shall be shared equally by Developer and City. | Compliant to date. | | |
| 96 | (d) | Failure to Properly Conduct Periodic Review. If, after thirty (30) days following Developer's notice requesting a Periodic Review, City fails to initiate the Periodic Review, such failure shall be conclusively deemed an approval by City of Developer's compliance with the terms of this Agreement. | Compliant to date. | | |
| 97 | (e) | Written Notice of Compliance. With respect to any year for which Developer has been determined or deemed to have complied with this Agreement, City shall, within thirty (30) days following a written request by Developer, provide Developer with a written notice of compliance, in recordable form, duly executed and acknowledged by City. Developer shall have the right, in Developer's sole discretion, to record such notice of compliance. | Complaint to date. | Written Notice of Compliance will be sent to the Developer upon conclusion of the Annual Review. | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 98 | Section 10.04 | Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorism, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting State or Federal laws or regulations, or judicial decisions. Neither party shall be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, the Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are t due to Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project and unrelated to Developer's actions or inactions and beyond Developer's control. Upon the properly noticed request of either party hereto, as required by Section 12.09, an extension of time for the performance of any obligation whose performance has been so prevented or delayed will be set forth in writing. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon in writing. | Compliant to date. | As of October 22, 2019, there has been no need to exercise the provisions of Section 10.04. | |
| 99 | Section 10.05 | Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement. | Compliant to date. | There has been no need to exercise this provision of the agreement. | |
| 100 | Section 10.06 | California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. | Compliant to date. | | |
| 101 | Section 10.07 | Resolution of Disputes. With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer shall, at City's request, meet with City. The parties to any such meetings shall attempt in good faith to resolve any such disputes. If the parties are then unable to resolve their dispute, either party may commence mediation by providing to JAMS, or its successor, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or ninety (90) days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties both agree in writing. The provisions of this Section 10.07 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered. Nothing in this Section 10.07 shall in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the parties to such meetings. | Compliant to date. | There has been no need to exercise this provision of the agreement. | |
| 102 | Section 10.08 | Attorneys' Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and any related other costs incurred in that proceeding in addition to any other relief to which it is entitled. | Compliant to date. | There has been no need to exercise this provision of the agreement. | |
| 103 | Section 10.09 | Default by City or Developer. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided herein and under law. | Compliant to date. | There has been no need to exercise this provision of the agreement. | |
| 104 | **Article XI - No Agency, Joint Venture or Partnership** | | | | |
| 105 | | It is specifically understood and agreed to by and between the parties hereto that unless otherwise expressly provided herein (i) the subject development is a private development; (ii) City have no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals; (iii) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, the Project Approvals, Subsequent Approvals, and Applicable Law; and (iv) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer. The City agrees that Developer's obligations under this Agreement related to the construction of Project water, sewer and drainage infrastructure improvements, the grading and construction of traffic improvements, and the grading and construction of any other public improvements (collectively, the "Public Improvements") are all public works of improvement the City is requiring as a condition of regulatory approval of the Project and that the Project is an otherwise private development. The City further agrees that it will contribute no more money, or the equivalent of money, to the overall Project than is required to construct the Public Improvements and that City maintain no proprietary interest in the overall Project. | Compliant to date. | | |
| 106 | **Article XII - Miscellaneous** | | | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 107 | Section 12.01 | Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein. | Not Applicable | | |
| 108 | Section 12.02 | Enforceability. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by City that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code § 65866. In the event of any conflict between the provisions of this Agreement and Applicable Law, the Project Approvals or any Subsequent Approval, this Agreement shall prevail. | Not Applicable | | |
| 109 | Section 12.03 | Findings. City hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan. | Not Applicable | | |
| 110 | Section 12.04 | Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party. | Not Applicable | | |
| 111 | Section 12.05 | Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals and this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder. | Not Applicable | | |
| 112 | Section 12.06 | Construction. Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals shall be deemed to refer to the Agreement, Project Approval or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. | Not Applicable | | |
| 113 | Section 12.07 | Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several. | Not Applicable | | |
| 114 | Section 12.08 | Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code § 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Project Site and is binding upon the owner of all or a portion of the Project Site and each successive owner during its ownership of such property. | Not Applicable | | |
| 115 | Section 12.09 | Notices. Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally, by fax (with original forwarded by regular U.S. Mail) by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party’s facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days 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... | Not Applicable | | |
| 116 | − Section 12.10 | Entire Agreement, Counterparts and Exhibits. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of 27 pages and four exhibits which constitute in full, the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. All waivers of any provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes: | Not Applicable | | |
| 117 | EXHIBIT A | Legal Description | Not Applicable | | |
| 118 | EXHIBIT A-1 | Project Site Diagram | Not Applicable | | |
| 119 | EXHIBIT B | Applicable Fees | Not Applicable | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 120 | EXHIBIT C | Affordable Housing Agreement | Not Applicable | | |
| 121 | Section 12.11 | Recordation of Development Agreement. Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement, or Memorandum thereof, in the Official Records of the County of Contra Costa. The parties agree to cooperate as to preparation, execution, and recording of a Memorandum hereof. | See Comments/Action Items | The DA was recorded at the Contra Costa County Clerk-Recorder on August 30, 2016 (DOC 2017-0176165) | |

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

| | | |
|---|---|---|
| Periodic Review of the Sky Ranch II Development Agreement and Determination as to Compliance With Development Agreement | ) ) ) ) | RESOLUTION NO. 19- |

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, a Development Agreement between the City of Pittsburg and SkyRanch Land Investors, LLC, was executed on July 21, 2017, for the Sky Ranch II Property; and

WHEREAS, California Government Code Section 65864 *et seq*. ("Development Agreement Statutes") authorizes and regulates the execution of development agreements ("DAs") between certain public entities and persons who desire to develop private property within a public entity's jurisdiction; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration of DA applications by property owners or other persons having an interest in property within City's jurisdiction; and

WHEREAS, Section 65865.1 requires City to conduct a periodic review of the City's active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has not complied in good faith with the terms and conditions of the Development Agreement, the City may terminate or modify the DA pursuant to the Development Agreement Statutes.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. Recitals

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2. Compliance with Development Agreement

The City Council hereby finds and determines that, based on the information provided by the Developer and City staff, as well as the information contained in the "Sky Ranch II DA – 2019 Annual Review", attached hereto and incorporated herein by reference as "Exhibit 1," the Developer has demonstrated good faith compliance with the Sky Ranch II Development Agreement.

Section 3. Certificate of Compliance

The City Council hereby directs and authorizes the City Manager to issue a certificate codifying the "Finding of Compliance" for Sky Ranch II in a form that can be recorded by the Developer.

Section 4. Certification

The City Clerk shall certify the adoption of this Resolution.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of November, 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

# Sky Ranch DA - 19 Annual Review



| | Primary Column | Column2 | Status | Notes | Action Items? |
|---|---|---|---|---|---|
| 1 | **Article II: Effective Date; Term** | | | | |
| 2 | 2.01 | Effective Date. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective (the "Effective Date"). | See Comments/Action Items | Ordinance No. 17-1431 approving the DA was adopted on June 5, 2017, with an effective date of July 21, 2017 | |
| 3 | 2.02 | Term. The term of this agreement shall commence upon the date the ordinance approving this agreement and continue for a period of twenty (20) years (the "Term") | See Comments/Action Items | Based on the effective date of July 21, 2017, the DA will expire on July 21, 2037 | |
| 4 | **Article III: Obligations of Developer** | | | | |
| 5 | 3.01 | Drainage Improvements. Subject to the terms of this Agreement, as a condition of approval to one or more of the Project Approvals, Developer agrees to construct and offer dedication to the City those Project storm water drainage improvements to be located within City's boundaries and required to serve the Project Site ("Drainage Improvements"). The City shall accept the offer of dedication of the Drainage Improvements, as long as the Drainage Improvements comply with the City's standards, applicable rules and regulations, and this Agreement. The parties agree that the construction of the Drainage Improvements shall be phased according to a construction schedule determined by Developer, subject to the written approval of the City Manager. City shall not require any improvements to onsite or offsite drainage facilities to address pre-existing deficiencies provided that Developer demonstrates to City's reasonable satisfaction that impact to downstream facilities are not being exacerbated. | See Comments/Action Items | As of October 22, 2019, the Developer has not submitted applications for engineering or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development. | |
| 6 | 3.02 | Facility Reserve Charges. Developer agrees to pay City's Facility Reserve Charges ("FRC" as set or modified by the City Council from time to time. | Not Applicable (at this time) | | |
| 7 | 3.03 | Water Infrastructure. (1) Developer shall comply with the 2016 Water System Master Plan, as amended. Developer shall have the option subject to the written approval by the City Manager to provide water infrastructure facilities in phases subject to a storage requirement pursuant to the 2016 Water System Master Plan, as amended. (2) Developer shall have the right to obtain a certain number of building permits for homes on lots which are in the Zone II water service, even if the new Zone II water reservoir and appurtenant improvements have not yet been constructed at such time. [financing information...] (3) Developer shall design and construct a Zone IV water reservoir and all appurtenant improvements relating to the reservoir on the 1.23 acre parcel in accordance with the most current Water Master Plan. [financing information...] (4) The City's 2016 Water Master Plan requires the Segment 1E pipeline to be constructed prior to the issuance of the 807th equivalent single family dwelling unit in the Zone II infill and SE Hills service areas. The pipeline segment shall be designed, constructed, and managed by the City in accordance with the most current Water Master Plan. [payment....] | Not Applicable (at this time) | | |
| 8 | 3.04 | School Facilities Impact Mitigation. Developer shall pay in lieu school impact fees in accordance with Government Code 65995 et seq. Compliance with this Section shall satisfy all of Developer's obligations required by City to mitigate school impacts resulting from the Project. | Not Applicable (at this time) | | |
| 9 | 3.05 | Applicable Fees. City may levy development fees, and charges during the term of this Agreement relative to the development of the Project Site which are in force and effect as of the Effective Date, as more particularly described and according to the payment schedule set forth on Exhibit B "Applicable Fees". Unless otherwise provided in this Agreement, no development fees or charges or categories shall be imposed on the project other than those fees. All fees related to third-party government agencies that are paid directly to third-party government agencies are not within the scope of this Agreement. | Not Applicable (at this time) | | |
| 10 | 3.06 | Applicable Fee Adjustments. Developer shall pay fees consistent with Section 3.05 and the applicable adjustments currently provided in such fees, and as modified from time to time by the City, whether such adjustment or modification is an increase or decrease. Developer retains the right to challenge the imposition of any new fees not referenced in this Agreement or the modification, amendment or adjustment of all Applicable Fees pursuant to Government Code 66000 et seq., not already authorized by ordinances, resolutions, or policies in place at the time of the Agreement's execution. Should the City Council approve a new AB 1600 fee study and/or authorize a decrease in any Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower free, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees. | Not Applicable (at this time) | | |
| 11 | 3.07 | City Local Traffic Mitigation Fee. Developer shall pay the City Local Traffic Mitigation Fee, in the amount in effect as of the Effective Date and subject to adjustments in accordance with Resolution No. 07-10917 with credit for certain improvements constructed by Developer per Section 4.04 below. If the City Council approved a new AB 1600 fee study and/or authorizes a decrease in any of the applicable fees during the term of this Agreement by ordinance or resolution, Developer shall have the option at its sole discretion to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees. Developer agrees that City may use the Local Traffic Mitigation Fee paid by Developer pursuant to this Section for the City's share of the James Donlon Expressway. This use by the City shall not decrease or otherwise modify Developer's other obligations under this Agreement, including/not limited to Section 3.13. | Not Applicable (at this time) | | |
| 12 | 3.08 | Regional Traffic Fee. Developer shall pay the ECCRFA regional traffic fee should it be imposed by the City in an amount equal to or less than the amount paid by projects in the Cities of Antioch, Brentwood, and Oakley or in accordance with the existing valid Memorandum of Understanding dated June 29, 2010, as amended, whichever is less. | Not Applicable (at this time) | | |

| | Primary Column | Column2 | Status | Notes | Action Items? |
|---|---|---|---|---|---|
| 13 | 3.09 | Fees, Assessment and/or Taxes to be Paid by Developer. Developer agrees to pay its fair share of any levies imposed by any assessment district, geologic hazard abatement district, landscaping and lighting district, community facilities district, tax-exempt financing mechanisms or other funding mechanisms related to public safety; traffic; sewer; water; fire; the prevention, mitigation, abatement, or control of geological hazards; or other infrastructure improvements (including, without limitation, design, acquisition, construction and maintenance cost) within the Project Site, provided that such Funding Mechanism is referenced herein or was legally created pursuant to applicable law. | Not Applicable (at this time) | | |
| 14 | 3.10. | Affordable Housing. Developer shall comply with PMC 18.86.080 and VTM Condition of Approval No. 12 by constructing 42 rental accessory dwelling units within the Project. A covenant shall be recorded limiting the amount of rent that may be charged for these accessory dwelling units, consistent with the terms and conditions set forth in the affordable housing agreement. Prior to the City's issuance of the first certificate of occupancy Developer agrees to enter into an affordable housing agreement with the City... attached as Affordable Housing Agreement... which further memorializes the provisions of this Section 3.10 and is consistent with applicable law, including PMC 18.50. Developer agrees that the accessory dwelling units referenced in this section shall not be built or otherwise allowed on adjoining lots without the prior written approval of the City Manager. City agrees that Developer shall not be required to pay any additional City fees associated with the ADUs except for those fees the City is required to charge by the State or other governmental entities with jurisdiction over the Project. (a) Timing. (b) Inclusionary Housing Ordinance. | Not Applicable (at this time) | | |
| 15 | 3.11 | Security Improvements. (a) Developer shall pay to the City the actual cost incurred by City (=<$60000) towards funding the acquisition and installation of security camera(s) at 2 intersections identified by the City. The security Cameras will be installed under supervision of City's Police Chief. Developer shall pay such costs within 30 days of receipt of invoice. (b) Developer shall install the basic home security wiring in the Project homes (first floor windows and doors). Shall offer 1 year of professional monitoring service to new homeowners. The monitoring service shall be at the election of the new homeowner. | Not Applicable (at this time) | | |
| 16 | 3.12 | Solar Roof System. Developer shall install a solar roof system on on of its model homes for example purposes only and offer solar installation as an option at the homeowner's expense. | Not Applicable (at this time) | | |
| 17 | 3.13 | Construction of James Donlon Expressway within the Limits of the Project Site. Developer shall construct a portion of the James Donlon Expressway in accordance with VTM Condition of Approval No. 59 and MM-H7. Should the median and inside lanes not be installed at the time Developer constructs its required improvement, then Developer shall grade the median and inside lanes and receive credits for such work from City if such credits are not provided by East Contra Costa Regional Fee & Finance Authority. | Not Applicable (at this time) | | |
| 18 | 3.14 | In Lieu Fees or Dedication of Park Site. At the written discretion of the City Manager, Developer shall pay an in lieu park fee, or dedicate park land, or perform a combination of both, equivalent to 7.18 acres as required by the project approval. The dedicated Park Site shall be rough graded in accordance with City specifications with no more than a 3% slope, adjacent curb, gutter, sidewalk and utility stubs shall have been installed by Developer and the Park Site shall be free and clear of all liens, bonds, taxes, assessments, and other charges, which costs shall be assumed by Developer. Developer agrees to make its offer of dedication of the Park Site to City at the same time it constructs the phase of the project in which the Park Site is located. City agrees that it shall accept the offer of dedication of the Park Site within 180 days of Developer's offer of dedication o the Park site, provided that (a) the park is in compliance with the requirements of this Section (ii) all necessary actions have been completed to include the Park Site within a new or existing lighting or landscaping district (see 5.05). | Not Applicable (at this time) | | |
| 19 | 3.15 | Park Improvements. Prior to the offer of dedication of the Park Site pursuant to Section 3.14 above, Developer shall install park improvements identified by the City at a cost not to exceed $250,000 not including frontage improvements. This amount shall be increased annually by the CPI for the SF-Oakland area with the first increase implemented in January 2018 reflecting 2017. Such costs shall not be credited against Developer's park obligations set forth in Section 3.14 above. | Not Applicable (at this time) | | |
| 20 | 3.16 | Electric Vehicle Charge. Developer shall install, in the garage of each home, conduit from the electric panel in order for homeowners, at their election and cost, to install an electric vehicle charging system. | Not Applicable (at this time) | | |
| 21 | **Article IV: Obligations of City** | | | | |
| 22 | 4.01 | Obligations of City Generally. The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City, is a material consideration for City's agreement to perform and abide by the long term covenants and obligations of City as set forth herein. | Compliant | | |
| 23 | 4.02 | Availability of Public Services. | | | |
| 24 | a | General. To the extend permitted by law and consistent with its authority, City shall reserve such capacity for water services as may be necessary to serve the Project. This reservation of water infrastructure capacity shall be assured for the Term to the extent consistent with applicable law. | Not Applicable (at this time) | | |
| 25 | b | Construction Water. City shall make construction water available to the Project by permitting the Project to hook up to existing City water supply infrastructure at a location reasonable determined by the City, at Developer's cost and on those terms and conditions and charges customarily applied by City to similar project consistent with City standards. City shall also permit Developer to install such temporary construction water pipelines and related infrastructure as reasonably necessary to provide construction water to the Project site for Developer's use in any and all Project grading and construction operations as long as such water is unrelated to potable use. | Not Applicable (at this time) | | |

| | Primary Column | Column2 | Status | Notes | Action Items? |
|---|---|---|---|---|---|
| 26 | 4.03 | Developer's Right to Rebuild. City agrees that Developer, in Developer sole's discretion may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, change in seismic requirements, acts of God, acts of terrorism, or damage to work in progress by reason of fire, floods, or other casualties. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA and this agreement. | Compliant to date. | There has been no need to exercise this provision of the agreement. | |
| 27 | 4.04 | Reimbursement of Infrastructure Costs | | | |
| 28 | a | Reimbursement. Unless otherwise provided for herein, to the extent Developer incurs costs related to the planning and construction of traffic infrastructure, water delivery infrastructure, the off-site water tank, pump station, sewer infrastructure or other public infrastructure required by City or this Agreement for the Project that exceed the Project's fair share obligation for such infrastructure, City shall reimburse Developer for the City's portion of such costs (including any management fees provided for in this Agreement), subject to the City's prior verification through inspection of the construction that is subject to such reimbursement and upon final acceptance of the infrastructure by the City. This reimbursement shall be paid within 60 days after the City's final acceptance or at such other time as mutually agreed upon in writing by the parties. Developer shall be entitled to a management fee of 5% for City's share of approved infrastructure costs, including but not limited to design and special inspection costs. The management obligations of the Developer hereunder shall include contracting and managing the construction of the infrastructure , retaining copies of records, photographs and as builts for the improvements as well as attending meetings and providing necessary reports as reasonably requested by City. | Compliant | There has been no need to exercise this provision of the agreement. | |
| 29 | b | City's Authorization of Reimbursement. Notwithstanding any other provision of this Section, or of this Agreement, or of VTM provisions, City shall not be responsible to reimburse or credit Developer for any costs, including as referenced in Section 4.04(a) herein, unless prior to Developer incurring any costs for which Developer will request reimbursement from City, Developer shall first provide written documentation as to the work to be performed, the estimated costs thereof, including a not-to-exceed cap, and such other details as reasonably requested by the City Manager and the City Manager approves the proposed costs and related work. If the City Manager fails to respond within thirty (30) days of its receipt of such estimated costs, Developer shall provide a second written notice to the City Manager and to the City Engineer, if neither responds within thirty (30) days of the City's receipt of the second request, the request shall be deemed approved. The City Manager shall have the discretion to require Developer to obtain competitive bids on any work for which Developer may request reimbursement or credit from the City where the total cost (not just the City's share) of that work is One Hundred Thousand Dollars ($100,000) or more. City shall also have the opportunity to inspect any and all infrastructure during its construction, as well as to review any work product for which Developer requests reimbursement or credits. If mutually agreed by the parties in writing, any reimbursement due Developer pursuant to this Agreement may be satisfied by City in the form of credits, which can actually be used by Developer to offset Developer's payment of any Applicable Fees. In the event there are not enough credits to fully satisfy the reimbursement due Developer and subject to the terms of the mutual agreement between the parties referenced in the prior sentence, City shall reimburse Developer within thirty (30) days of invoicing. | Compliant | There has been no need to exercise this provision of the agreement. | |
| 30 | 4.05 | Park Fee Credit. Developer and City agree that the park in-lieu fee amount will be Nine and 40/100ths dollars ($9.40) per square foot (unless City adopts a lower fee in which case the lower fee shall apply), increased annually by the CPI for the SF-Oakland area, with the first increase implemented in January 2017 reflecting 2016 increases. The timing of the payment of th epark in lieu fee shall be satisfied as set forth in Section 3.14 above. | See Comments/Action Items | As of October 22, 2019, the Developer has not submitted applications for engineering or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development. | |
| 31 | **Article V: Cooperation--Implementation** | | | | |
| 32 | 5.01 | Processing Application for Subsequent Approvals. The parties agree that all Subsequent Approvals shall be processed by City in a manner consistent with the following provisions: | | | |
| 33 | a | Standard of Review. By adopting the Project Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Accordingly, City shall not use its discretionary decisions reflected by the Project Approvals or otherwise prevent or delay development of the Project as set forth in the Project Approvals. Instead the Subsequent Approvals shall be deemed tools to implement those final policy decisions and shall be issued by City so long as they comply with this Agreement and Applicable Law, as defined below, and are not Inconsistent with the Project Approvals as set forth above, and meet the intent and comply with any City adopted Design Guidelines, as applicable. To the extent permitted by law, City shall not use its discretionary authority in considering these Subsequent Approvals applications to revisit or frustrate the policy decisions or material terms reflected by the Project Approvals. Developer agrees that development under this Agreement shall comply with provisions reflected in Uniform Codes which may be adopted subsequent to the Effective Date of the Agreement. | Compliant to date. | | |
| 34 | b | Basis for Denial. City may deny an application for a Subsequent Approval only if such application does not comply with this Agreement or Applicable Law, defined below, or does not substantially comply with the Project Approvals (provided, however, that inconsistency with the Project Approvals shall not constitute grounds for denial of a Subsequent Approval which is requested by Developer as an amendment to that Project Approval). City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with this Agreement or Applicable Law, or as is necessary to make this Subsequent Approval consistent with Project Approvals. If City denies any application for a Subsequent Approval, City shall specify in writing the reasons for such denial and may suggest a modification which would be approved by City. | Compliant to date. | There has been no need to exercise this provision of the agreement. | |

| | Primary Column | Column2 | Status | Notes | Action Items? |
|---|---|---|---|---|---|
| 35 | 5.02 | Timely Submittals by Developer. Developer acknowledges that City cannot expedite processing of the Subsequent Approvals until Developer submits complete applications on a timely basis. Developer shall use its best efforts to 1) provide to city in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and b) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other necessary materials as set forth in the Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals consistent with this Agreement. | Compliant to date. | There has been no need to exercise this provision of the agreement. | |
| 36 | 5.03 | Timely Processing by City. Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval, City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval applications including, without limitation, a) providing at Developer's expense and subject to Developer's request and prior written approval, reasonable overtime staff assistance and/or staff consultants for planning and processing of each Subsequent Approval application; b) if legally required, providing notice and holding public hearings; and c) acting on any such Subsequent Approval application. If Developer elects to request and approve the use of overtime staff assistance or staff consultants for planning and processing of any Subsequent Approval pursuant to this Section. Developer's reimbursement to City for such services shall be made in amount equal to City's actual costs of providing such services, in accordance with standard City practice. | Compliant to date. | Developer has not submitted any applications for subsequent approvals for the project. | |
| 37 | 5.04 | Other Government Permits. At Developer's sole discretion and in accordance with Developer's construction schedule, Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City shall cooperate with Developer in its efforts to timely obtain such permits and approvals and shall, from time to time, at the request of Developer, use its best efforts to ensure timely availability of such permits and approvals. City shall cooperate with Developer to obtain any and all approvals from Contra Costa County related to the construction or operation of the Drainage Improvements. City shall also cooperate with Developer, CCWD, and Bureau of reclamation in all matters related to CCWD's application to the Bureau to expand the place of use of Central Valley Project water to include the Project Site. | Compliant to date. | As of October 22, 2019, the Developer has not submitted applications for engineering or building permits for the project. | |
| 38 | 5.05 | Lighting and Landscaping District, Park Maintenance. | | | |
| 39 | a | Developer agrees that the Project Site will be annexed into City's existing Lighting and Landscaping District, as established pursuant to City Reso No. 88-7324 as well as City's Community Facilities District 2007-1 for park maintenance, City's Community Facilities District for the maintenance of C.3 facilities as, to the extent permitted by law, that the Project shall be assessed in a manner consistent with the provisions herein. | Not Applicable (at this time) | | |
| 40 | b | Developer agrees that the base assessment applies to the Project and is subject to increase, provided any such increase of the base assessment imposed uniformly or similarly situated properties by City in a manner consistent with State law. Developer further agrees that the base assessment shall be levied upon recordation of each of the Project's final maps. The parties agree that the base LLD assessment described herein shall finance, among other things, the maintenance of any and all landscape improvements and the maintenance of parks. | Not Applicable (at this time) | | |
| 41 | 5.06 | GHAD. GHAD. Developer agrees to take all steps necessary to either expand the existing Southwest Pittsburg Geologic Hazard Abatement District or to establish a new GHAD, at no cost to the City or to the GHAD, to provide for, among other things, geologic hazard abatement, maintenance of detention basins, grassland maintenance, fire protection, and erosion control within portions of Project Site. Unless otherwise required by law, the parties intend that the Project Site will be assessed by the SW Pittsburg GHAD or a new GHAD upon the respective GHAD's acceptance of the GHAD Area identified in the Project Approvals (which GHAD Area shall include the detention basins). | See Comments/Action Items | As of October 22, 2019, the Developer has not submitted applications for engineering or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development. | |
| 42 | 5.07 | Police Services CFD. Developer agrees to take all steps necessary to include the Project Site into the City's existing police services Community Facilities District 2004-1, as adopted pursuant to Reso No. 04-10071 ("The Police Services District") at no cost to the City, in order to provide for police and other emergency services to the Project site. This process shall be completed, to the reasonable satisfaction of the City Manager and the City Attorney, before filing the first final map on the Project. Each legal residential lot located on the Project Site will be required to pay the levy by the Police Services District no earlier than the issuance of a building permit for such lot. | See Comments/Action Items | As of October 22, 2019, the Developer has not submitted applications for engineering or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development. | |
| 43 | 5.08 | Fire Services CFD. Developer agrees to annex the Project site into the City's Fire Safety and Emergency Services Community Facilities District 2017-1, as adopted pursuant to Resolution No. 17-13311 at no cost to the City, in order to provide for fire safety and emergency services for the project. This process shall be completed, to the reasonable satisfaction of the City manager and City Attorney, before filing the first final map on the project. | See Comments/Action Items | As of October 22, 2019, the Developer has not submitted applications for engineering or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development. | |
| 44 | 5.09 | General Plan Maintenance Fee. Developer agrees to pay a development related fee to help fund the maintenance of the Pittsburg General Plan. The General Plan Maintenance Fee will be One Hundred Twenty-five Dollars per building permit (unless City adopts a lower fee in which case the lower fee shall apply), increased annually by the CPI for the SF-Oakland area, with the first increase implemented in January 2018 reflecting 2017 increases. | See Comments/Action Items | As of October 22, 2019, the Developer has not submitted applications for engineering or building permits for the project. The City shall seek performance of Developer's obligations prior to or as part of project development. | |
| 45 | 5.10. | Assessment Districts or Other Funding Mechanisms. | | | |

| | Primary Column | Column2 | Status | Notes | Action Items? |
|---|---|---|---|---|---|
| 46 | a | City understands that City's long term assurances to Developer concerning fee, taxes, and assessments related to Project are a material consideration for Developer agreeing to process the siting of the Project in its present location and to pay the fees, the taxes and assessments described in this Agreement. City shall retain the ability to initiate or process applications for the formation of new assessment districts or other Funding Mechanisms, as defined in Section 3.09 of this agreement, covering all or any portion of the Project site. Notwithstanding the foregoing, Developer retains all its rights to oppose the formation or proposed assessment of any new assessment district, Funding Mechanism, or any and all increases thereto, or to request or pursue assessment credits or reductions, unless otherwise provided for herein or unless such assessment, Funding Mechanism, or related increases are in place and legally effective as of the date of this Agreement's Effective Date. | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of Section 5.09. | |
| 47 | b | At the request of Developer, City shall cooperate in the formation of, or annexation to, those assessment districts, geologic hazard abatement district, landscaping and lighting districts, community facilities district, tax-exempt financing mechanisms, or other Funding Mechanisms that Developer and City determine are needed to fund infrastructure improvements and to ensure the orderly development of the Project, at no cost to the City. City shall diligently and expeditiously process applications by Developer necessary to establish such Funding Mechanisms as long as (i) the application complies with law, (ii) is consistent with City's standards, and (iii) provides for a lien to value ratio and other financial terms that are reasonably acceptable to City and which will result in no commitment of City funds. City shall diligently seek to sell any bonds to be issues and secured by such assessments upon the best terms reasonably available in the marketplace. Any and all costs associated with this Section shall be borne and/or advanced by Developer. | Not Applicable (at this time) | | |
| 48 | 5.11 | Warranty Bonds. Developer agrees that every infrastructure improvement dedicated to City (except landscaping, unimproved real property, or open space dedications) pursuant to this Agreement shall be accompanied by a one year warranty bond in a form and in an amount, and with a surety acceptable to City or otherwise as determined in the applicable Subdivision Improvement Agreement. | Not Applicable (at this time) | | |
| 49 | **Article VI: Standards, Laws and Procedures Governing the Project** | | | | |
| 50 | 6.01 | Vested Right to Develop. Developer shall have a vested right to develop the Project on the Project site in substantial conformance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), the Subsequent Approvals (as and when issued), and amendments thereto as shall, from time to time, be approved pursuant to this Agreement. Nothing in this Section 6.01 shall be deemed to eliminate or diminish the requirement of Developer to obtain any required Subsequent Approvals. | Compliant to date. | | |
| 51 | 6.02 | Permitted Uses Vested by This Agreement. The permitted uses of the Project Site; the density and intensity of use of the Project Site; the max height, bulk, and size of proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals. | Compliant to date. | | |
| 52 | 6.03 | Applicable Law. Applicable Law shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the project site; governing density; and governing design, improvements, and construction standards and specifications applicable to the Project and Project site as set forth in this Agreement and the Project Approval, and in force and effect on the Effective Date of this Agreement. However, this Agreement and this Section shall not be construed to prevent the City, in any subsequent actions applicable to the Project Site, from applying new rules, regulations, official policies, standards, and specifications existing as of the Effective Date of the Agreement. | Compliant to date. | | |
| 53 | 6.04 | Uniform Codes. Notwithstanding any other provision of this Agreement, City may apply to the Project Site, at any time during the Term, the then current Uniform Building Code and other uniform construction codes as properly modified by City and uniformly applied on a citywide basis, and City's then current design and construction standards for road and storm drain facilities. In no event shall any such uniform code or standard be adopted for the purpose of preventing or otherwise limited construction of all or any part of the Project. | Compliant to date. | | |
| 54 | 6.05 | Moratorium And Conflicting Enactments. To the extent consistent with State Law, if any ordinance, resolution, or other measure in enacted, whether by action of the City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project on all or any part of the Project Site, City agrees that such ordinance, resolution, or other measure shall not apply to the Project, the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the term of this Agreement, unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code Section 8558. Developer reserves the right to challenge in court any City action or inaction which Developer believes is in conflict with Applicable Law or this Agreement. | Compliant to date. | No moratoria or conflicting enactments were adopted during this review period. | |
| 55 | 6.06 | Environmental Mitigation. The parties understand that the EIR for the Project is a project level CEQA document intended to be used in connection with each of the Project Approvals and Subsequent Approvals needed for the Project. Consistent with the CEQA policies and requirements applicable to the EIR, City agrees to use the EIR in connection with the processing of any Subsequent Approval to the extend allowed by law. City agrees not to impose on Developer any mitigation measures or other conditions of approval other than those specifically imposed by the Project Approvals and the Mitigation Monitoring Program described in the FEIR, specifically required by Applicable Law, or as properly required through the design or architecture review process as long as such mitigation measures or other conditions are imposed in a manner consistent with applicable design review guidelines. | Compliant | | |

| | Primary Column | Column2 | Status | Notes | Action Items? |
|---|---|---|---|---|---|
| 56 | 6.07 | Life of Subdivision Maps, Development Approvals, and Permits. To the extend consistent with Applicable Law, the term of any subdivision map or any other map, permit, rezoning, or other land use entitlement approved as a Project Approval or a Subsequent Approval shall not include any period of time during which any applicable development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies hat regulate land use, development or the provision of services to the land, prevents, prohibits, or delays the construction of the Project. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable court order or other legal requirement prevents the processing of any Subsequent Approval or any Project development activities. | Compliant | Construction of project is scheduled to be completed prior to the expiration of all approvals. | |
| 57 | 6.08 | State and Federal Law. As provided in California government Code 65869.5, if any state or federal laws or regulations, enacted after this Agreement's Effective Date prevent or preclude compliance with one or more provisions of this Agreement ("Changes in the Law"), such provision of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations as may be necessary to comply with such state or federal laws or regulations as may be necessary to comply with Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement including, without limitation, Article V and Section 10.05. Not in limitation of the foregoing, nothing in this Agreement shall preclude City from imposing on Developer any fee specifically required by State or Federal laws and regulations. | Compliant | There has been no need to exercise this provision of the agreement. | |
| 58 | 6.09 | Timing of Project Construction and Completion. | | | |
| 59 | a | Project Phasing. The Project is expected to be built in phases in response to then-existing market conditions over the Term of the Agreement. Except as otherwise specifically provided by this Agreement with respect to Project infrastructure timing, City and Developer expressly agree that there is no requirement that Developer initiate or complete development of the Project or any particular phase of the Project within any particular time period, and City shall not impose such a requirement on any Project Approval. The parties acknowledge that Developer cannot at this time predict when or the rate at which or the order in which phases will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as market demand, interest rates, competition, and other similar factors. | Compliant to date. | | |
| 60 | b | The parties agree that the Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time and Developer shall determine which part of the Project Site to develop first and at Developer's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in Pardee Construction Co v City of Camarillo, that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' desire to avoid that result by acknowledging that Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgement. Developer's rights under this Section 6.09b shall be subject to the requirement that adequate infrastructure to service each phase of the Project is constructed concurrently with such phase. the City Manager shall reasonably determine what infrastructure will be required to serve each phase of the Project, which determination shall be consistent with Applicable law. | Compliant to date. | | |
| 61 | c | Nothing in this Agreement shall exempt Developer from completing work required by a subdivision agreement, road improvement agreement or similar agreement in accordance with the terms thereof. | Compliant to date. | | |
| 62 | 6.10. | Exempting Fees, Mitigation Measures and Similar Requirements Imposed by Outside Agencies. Notwithstanding any other provision of this Agreement, the City agrees to exclude Developer from any and all discretionary collection agreements regarding fees, mitigation measures and similar requirements including, but not limited to, development impact fees, which other public agencies request the City to impose at City's discretion on the Project or on the Project Site after the Effective Date through the Term of this Agreement. This Section shall not prohibit the City from imposing on Developer any fee, mitigation measure, or similar requirement or obligation that is required by a local or regional agency in accordance with local, regional, State, or Federal obligations and implemented by the City in cooperation with such local, regional, state, federal agencies, provided such fee, mitigation measure, or similar requirement or obligation is imposed in a similar manner on similarly situated properties within the City. | Compliant to date. | | |
| 63 | 6.11 | City's Joint-Inspection Jurisdiction. Developer acknowledges that City has joint inspection jurisdiction within other third-party governmental entities within any and all City rights-of-way and easements. | Compliant to date. | | |
| 64 | **Article VII: Amendment** | | | | |
| 65 | 7.01 | Amendment to Project Approvals, Subsequent Approvals. To the extent permitted by state and federal law, any Project Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner: | | | |

| | Primary Column | Column2 | Status | Notes | Action Items? |
|---|---|---|---|---|---|
| 66 | a | Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the City Manager or his/her designee shall determine (i) whether the requested amendment or modification is minor when considered in light of the project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable uniform codes, and State or Federal Law. If the City Manager or his/her designee finds that the proposed amendment or modification is minor in the context of the entire project, consistent with this Agreement and Applicable Law, and will result in no new significant environmental impacts not addressed and mitigated in the EIR, the amendment shall be determined to be an Administrative Project Amendment and the City Manager or his/her designee may, except to the extend otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale, or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, changes in trail alignments, minor variations in lot layout, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments. | Not Applicable (at this time) | | |
| 67 | b | Non Administrative Project Amendments.  Any request of Developer for an amendment or modification to a Project Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement. | Not Applicable (at this time) | | |
| 68 | 7.02 | Amendment of this Agreement. Amendment may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows: | | | |
| 69 | a | Admin Agreement Amendments.The City Manager, or his/her designee, may, except to the extent otherwise required by law enter into certain amendments of this Agreement on behalf of the City as long as any such amendment does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions, or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings  or (vi) monetary contributions by Developer, and shall not, except to the extend otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. For purposes of this Section, the term substantially affect shall be evaluated in context of the entire project. | Not Applicable (at this time) | | |
| 70 | b | Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval, whether done administratively or not, shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement when written and executed by both parties. | Not Applicable (at this time) | | |
| 71 | c | Amendment Limitations. In consideration of the cope of the benefits to City set forth in this Agreement, any amendment to this Agreement shall only be subject to such new terms and conditions including new exactions or other obligations as are reasonably related to the impacts on City directly attributable to such amendment, | Not Applicable (at this time) | | |
| 72 | **Article VII: Assignment, Transfer, and Notice** | | | | |
| 73 | 8.01 | Assignment of Interests, Rights and Obligations. Developer may transfer or assign all or any portion of its interests, rights, or obligations under this Agreement, the Project Approvals, or Subsequent Approvals to third parties acquiring an interest or estate in the Project or any portion thereof including without limitation, purchasers or ground lessees of lots, parcels, or facilities. | Not Applicable (at this time) | There has been no need to exercise this provision of the agreement. | |
| 74 | 8.02 | Transfer Agreements. | | | |
| 75 | a | In connection with the transfer or assignment by Developer of all or any portion of the Project (other than a transfer or assignment by Developer to an affiliated party, any deed of trust beneficiary or morgagee, or a "Non-Assuming Transferee", Developer and the transferee shall enter into a written agreement regarding the respective interests rights, and obligations under the Agreement, the Project Approvals, or the Subsequent Approvals that pertain to that portion of the Project being transferred or assigned, as described in the Transfer Agreement, provided that the transferee expressly assumes such obligations (ii) transfer to the transferree vested rights to improve that portion of the Project beign transferred and (iii) address ant other matter deemed by developer to be necessary or appropriate in connection with the transfer or assignment. | Not Applicable (at this time) | There has been no need to exercise this provision of the agreement. | |
| 76 | b | Any Transfer Agreement shall be binding on Developer, City and the transferee and, unless otherwise provided for in Section 8.03 of this Agreement, shall require the City's prior written consent, which consent shall not be unreasonably withheld. Failure by City to respond within 30 days of a written request by Developer for City's consent shall be deemed City's approval of the Transfer Agreement in question. City may refuse to give its consent only id, in light of the proposed transferee's reputation and financial resources, such transferee would not in City's reasonable determination be able to perform the obligations proposed to be assumed by such transferee. Such determination shall be made by the City Manager and is appealable to the City Council. In no event, however, shall City refuse to give its consent to a proposed transferee pursuant to this Section 8.02b if such transferee has a net worth of at least Ten Million Dollars documented in a manner reasonably acceptable to City. Upon recordation of any Transfer Agreement in the Official Records of Contra Costa County, Developer shall automatically be released from those obligations assumed by the transferee therein. | Not Applicable (at this time) | There has been no need to exercise this provision of the agreement. | |

| | Primary Column | Column2 | Status | Notes | Action Items? |
|---|---|---|---|---|---|
| 77 | c | Developer shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee pursuant to a Transfer Agreement. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person. | Not Applicable (at this time) | There has been no need to exercise this provision of the agreement. | |
| 78 | 8.03 | Non-Assuming Transferees. Except as otherwise required by Developer in Developer's sole discretion, the burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor City's consent shall be required in connection with (i) any single residential parcel conveyed to a purchaser, (ii) any property transferred as fewer than 10 lots to a single retail builder, or (iii) any property that has been established as one or more separate legal parcels for office, commercial, open space, park, school, or other nonresidential uses. The transferee in such a transaction and its successors shall be deemed to have no obligations under this Agreement, but shall continue to benefit from the vested rights provided by this Agreement for the duration of the Term. Nothing in this section shall exempt any property transferred to Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable conditions of approval. | Not Applicable (at this time) | There has been no need to exercise this provision of the agreement. | |
| 79 | 8.04 | Notice of Compliance Generally. Subject to the City's finding that the facts contemplated by clauses (i) through (iii) herein are true and accurate, within 30 days following any written request which Developer may make from time to time, City shall execute and deliver to Developer a written "Notice of Compliance" in recordable form, duly executed and acknowledged by the City, that certifies that (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications, (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default and (iii) any other information reasonably requested by Developer. City's failure to deliver such notice within such time period shall constitute a conclusive presumption against City that this Agreement is in full force and effect without modification except as may be represented by the Developer and that there are no uncured defaults in the performance of the Developer, except as may be represented by the Developer. Developer shall have the right at Developer's sole discretion, to record the Notice of Compliance. | Not Applicable (at this time) | There has been no need to exercise this provision of the agreement. | |
| 80 | **Article IX: Cooperation in the Event of Legal Challenge** | | | | |
| 81 | 9.01 | Cooperation. | | | |
| 82 | a | Developer 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 not a party to this Agreement challenging the validity or any Project Approval or any Subsequent Project Approval, or otherwise arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer 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 the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees, and time referenced herein. | Compliant to date | There has been no need to exercise this provision of the agreement. | |
| 83 | b | Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations by the Developer, its officers, employees, agents or consultants. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. | Compliant to date. | There has been no need to exercise this provision of the agreement. | |
| 84 | c | The parties agree that this Section 9.01 shall constitute a separate agreement entered into concurrently, and that if any 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 the bound by the terms of this Section 9.01, which shall survive such invalidation, nullification or setting aside. | Compliant to date. | There has been no need to exercise this provision of the agreement. | |
| 85 | 9.02 | Cure; Reapproval | | | |
| 86 | a | If, as a result of any administrative, legal or equitable action or other proceeding as described in Section 9.01, all or portion of this Agreement, Project Approvals, or Subsequent Approvals are set aside or otherwise made ineffective by any judgement in such action or proceeding, the parties agree to use their respective best efforts to sustain or readopt this Agreement, Project Approvals, and/or Subsequent Approvals that the Deficiencies relate to, as follows, unless the parties mutually agree in writing to act otherwise: | Compliant to date. | There has been no need to exercise this provision of the agreement | |
| 87 | i | If any Judgement requires reconsideration or consideration by the City of this Agreement, Project Approval, or Subsequent Approval, then the City shall consider or reconsider that matter in a manner consistent with the intent of this Agreement. If any such Judgement invalidates or otherwise makes ineffective all or any portion of this Agreement or any Project Approval, or Subsequent Approval, then the parties shall cooperate and shall cure any Deficiencies identified in the Judgement or upon which the Judgement is based in a manner consistent with the intent of this Agreement and the Judgement. Upon the parties cure of such Deficiencies, City shall then take steps consistent with the Judgement necessary readopt or reenact this Agreement and any applicable Project Approval, Subsequent Approval, or any portion thereof. | Compliant to date. | There has been no need to exercise this provision of the agreement | |

| | Primary Column | Column2 | Status | Notes | Action Items? |
|---|---|---|---|---|---|
| 88 | ii | Acting in a manner consistent with the intent of this Agreement or a Judgement includes, but is not limited to, recognizing that the parties intent hat Developer may develop a 415 single-family residential unit project, and adopting such ordinances, resolutions, and other enactments, including by not limited to, a general plan amendment, rezoning, vesting subdivision map approvals development plan approvals, PD plan approvals, design review, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificate of occupancy, final development plans, development agreements, permits, resubdivisions, and ant amendments to, or repealing of, any of the foregoing as are necessary to readopt or reenact all or any portion of this Agreement, Project Approvals, and/or Subsequent Approvals without contravening the Judgement. | Compliant to date. | There has been no need to exercise this provision of the agreement | |
| 89 | b | The parties agree that this Section 9.02 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 9.02, which shall survive such invalidation, nullification or setting aside. | Compliant to date. | There has been no need to exercise this provision of the agreement | |
| 90 | **Article X: Defaults; Remedies; Termination** | | | | |
| 91 | 10.01 | Defaults. Defaults. Any failure by either party to perform any term or provision of this Agreement, which failure continued uncured for a period of 30 days following written notice of such failure from the other party, shall constitute a default under this Agreement. The Complaining Party's notice shall specify the nature of the alleged failure and, may specify the manner in which the failure and, may specify the manner in which the failure satisfactorily may be cured By the other party. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of a default or of any such rights and remedies as to any default shall not operate as a waiver of a default or of any such rights or remedies as to any default shall not operate as a waiver of a default or of any such rights or remedies. Delays by a Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies. If the nature of the alleged failure is such that it cannot be reasonably be cured within such 30-day period, then no fault shall be deemed to have occurred if: (a) the cure shall be commenced at the earliest practicable following receipt of the Default Notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (if no event later than 30 days after the Defaulting Party's receipt of the Default Notice), the Defaulting party provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within 120 days after the Notice of Default is given. Complaining Party shall not send notice to any third party, including, but not limited to, bonding and surety companies, until such time as the cure opportunities set forth above have expired unless otherwise required by applicable law. Upon the occurrence of a default under this Agreement, the Complaining Party may institute legal proceedings to enforce the terms of this Agreement, or, in the event of a material default, terminate this Agreement. If the default is cured consistent with this Section, then no default shall exist and the Complaining Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured consistent with this Section, then no default shall exist and the Complaining Party shall take no further action. | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of Section 10.01. | |
| 92 | 10.02 | Termination. If City elects to consider terminating this Agreement due to a material default of Developer, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. As used herein, a finding of materiality shall be based on the effect of the default in relation to the size and scope of the Project. Developer shall have the right to offer written and oral evidence prior to or at the time of said public hearings. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated 60 days thereafter; provided, however, that if Developer files an action to challenge City's termination of this Agreement within such 60-day period, then this Agreement shall remain in full force and effect until a trial court has affirmed City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired). | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of Section 10.02. | |
| 93 | 10.03 | Periodic Review. | See Comments/Action Items | The City has conducted its first Annual Review of the Development Agreement. As of October 22, 2019, both parties were compliant with the DA. | |
| 94 | a | Conducting the Periodic Review. Throughout the Term of this Agreement, at least once every 12 months following the execution of this Agreement , City shall review the extend of good-faith compliance by Developer with the terms of this Agreement. This review shall be conducted by the City Manager or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code 65865.1. Developer also agrees to pay City annually the greater of $5000 or the actual cost of Periodic Review Fee (not to exceed $10,000). The $5,000 shall be increased annually thereafter by the CPI for the San Francisco-Oakland Area, with the first increase implemented in January 2017 reflecting 2016 increases. Such Periodic Review Fee shall only be paid in the years in which a Periodic Review is actually conducted. | Compliant to date. | | |
| 95 | b | Notice. At least 10 days prior to the Periodic Review, and in the manner prescribed in Article 12 of this Agreement, City shall deposit in the mail to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Developer's performance hereunder. Developer shall be permitted an opportunity to respond to City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Such response shall be made to the City Manager. | See Comments/Action Items | Notice of the Annual Review will be given to the Developer on/or before November 8, 2019. | |

| | Primary Column | Column2 | Status | Notes | Action Items? |
|---|---|---|---|---|---|
| 96 | c | Good Faith Compliance. During the Periodic Review, the City Manager shall review Developer's good faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the City Manager shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the City Manager shall be appealable to the City Council. If the City Manager finds and determines that the Developer has not complied wit such terms and conditions, the City Manager may recommend to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in California Government Code 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein shall be shared equally Developer and City. | Compliant to date. | | |
| 97 | d | Failure to Properly Conduct Periodic Review. If, after 30 days following Developer's notice requesting a Periodic Review, City fails to initiate the Periodic Review, such failure shall conclusively deemed an approval by City of Developer's compliance with the terms of this Agreement. | Compliant to date. | | |
| 98 | e | Written Notice of Compliance. With respect to any year for which Developer has been determined or deemed to have complied with this Agreement, City shall, within 30 days, following a written request by Developer, provide Developer with a written notice of compliance, in recordable form, duly executed and acknowledged by City. Developer shall have the right, in Developer's sole discretion, to record such notice of compliance. | See Comments/Action Items | Written Notice of Compliance will be sent to the Developer upon conclusion of the Annual Review. | |
| 99 | 10.04 | Default by City or Developer. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided herein and under law. | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of Section 10.04. | |
| 100 | 10.05 | Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither party shall be deemed to be default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorism, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting State or Federal laws or regulations, or judicial decisions. Neither party shall be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, the Subsequent Approvals, or any permit, ordinance, entitlement or other action of governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are due to Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project and unrelated to Developer's actions or inactions and beyond Developer's control. Upon the properly noticed request of either party hereto, as required by Section 12.09, an extension of time for the performance of any obligation whose performance has been so prevented or delayed will be set forth in writing. The term of any such extension shall be equal to the period of the excusable delay or longer, as may be mutually agreed upon in writing. | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of Section 10.05. | |
| 101 | 10.06 | Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement. | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of Section 10.06. | |
| 102 | 10.07 | California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. | Compliant | | |
| 103 | 10.08 | Resolution of Disputes. With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer shall, at City's request, meet with City. The parties to any such meetings shall attempt in good faith to resolve any such disputes. If the parties are then unable to resolve their dispute, either party may commence mediation by providing to JAMS, or its successor, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written made in the course of the mediation by any of the parties, their agents. employees, experts and attorneys, and by the mediator and any JAMS employees are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of the process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session or 90 days of filing the written request of mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties both agree in writing. The provision of this Section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees, and expenses to be paid by the party against whom enforcement is ordered. Nothing in this Section shall in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters begin addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the parties to such meetings. | See Comments/Action Items | As of October 22, 2019, there has been no need to exercise the provisions of Section 10.08. | |

| | Primary Column | Column2 | Status | Notes | Action Items? |
|---|---|---|---|---|---|
| 104 | 10.09 | Attorney's Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorney's fees and any related other costs incurred in that proceeding in addition to any other relief to which it is entitled. | Not Applicable | | |
| 105 | **Article XI: No Agency, Joint Venture or Partnerships** | | | | |
| 106 | | It is specifically understood and agreed to by and between the parties hereto unless otherwise expressly provided herein (i) the subject development is a private development; (ii) City have no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals; (iii) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, the Project Approvals, Subsequent Approvals, and Applicable Law; and (iv) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document between City and Developer. City agrees that nothing herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer. City agrees that Developer's obligations under this Agreement related to the construction of Project water, sewer, and drainage infrastructure improvements, the grading and construction of traffic improvements and the grading and construction of any other public improvements are all public works of improvement City is requiring as a condition of regulatory approval of the Project and that the Project is otherwise private development. The City further agrees that it will contribute no more money, or the equivalent of money, to the overall Project than is required to construct the Public Improvements and that City maintain no proprietary interest in the overall Project. | Compliant to date. | | |
| 107 | **Article XII: Miscellaneous** | | | | |
| 108 | 12.01 | Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein. | Not Applicable | | |
| 109 | 12.02 | Enforceability. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this agreement shall be enforceable by party hereto notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or an other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by the City that changes, alters, or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code 65866. In the event of any conflict between the provisions of this Agreement and Applicable Law, the Project Approvals or any Subsequent Approval, this Agreement shall prevail. | Not Applicable | | |
| 110 | 12.03 | Finding. City hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan. | Not Applicable | | |
| 111 | 12.04 | Severability. If any term or provision of this Agreement or the application of any term or provision of this Agreement to a particular situation, is held by a competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination the other party. | Not Applicable | | |
| 112 | 12.05 | Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals and this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder. | Not Applicable | | |
| 113 | 12.06 | Construction. Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals shall be deemed to refer to the Agreement, Project Approval, or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. | Not Applicable | | |
| 114 | 12.07 | Other Misc Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several. | Not Applicable | | |
| 115 | 12.08 | Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil code 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate runs with the Project Site and is binding upon the owner of all or a portion of the Project Site and each successive owner during its ownership of such property. | Not Applicable | | |

| | Primary Column | Column2 | Status | Notes | Action Items? |
|---|---|---|---|---|---|
| 116 | 12.09 | Notices. Any notice or communication required hereunder between City or Developer must be in writing and may be given either personally, by fax (with original forwarded by regular US mail), by registered or certified mail (return receipt requested), or by FedEx or or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by fascsimile after 5:00 p.m. on a normal business day or on a Saturday or Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or b) 5 days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the US mail. If given by Federal Express or a similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving 10 days 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..... | Not Applicable | | |
| 117 | 12.10. | Entire Agreement, Counterparts, and Exhibits. This Agreement is executed in two duplicate counterparts, each of which is deemed to be an original. This Agreement consists of 29 pages and 3 exhibits which constitute in full, the final and exclusive understanding and agreement of the parties supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. All waivers of any provisions of the Agreement shall be in writing and signed by the appropriate authorities of City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes: Exhibit A - Legal Description; Exhibit A-1 - Project Site Diagram; Exhibit B - Applicable Fees; Exhibit C - Form of Affordable Housing Agreement. | Not Applicable | | |
| 118 | 12.11 | Recordation of Development Agreement. Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement, or Memorandum thereof, in the Official Records of the County of Contra Costa. The parties agree to cooperate as to preparation, execution, and recording of a Memorandum hereof. | See Comments/Action Items | The DA was recorded at the Contra Costa County Clerk-Recorder on July 26, 2017 (DOC 2017-0133911-00) | |

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

| | |
|---|---|
| Periodic Review of Montreux Subdivision Development Agreement Between the City of Pittsburg and Altec Homes, Inc. and Determination as to Compliance with Development Agreement | Resolution No. 19- |

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, a Development Agreement between the City of Pittsburg and Altec Homes, Inc., was executed on December 15, 2015, for the Montreux Property; and

WHEREAS, California Government Code Section 65864 *et seq*. ("Development Agreement Statutes") authorizes and regulates the execution of development agreements ("DAs") between certain public entities and persons who desire to develop private property within a public entity's jurisdiction; and

WHEREAS, pursuant to the Development Agreement Statutes, the City established procedures for the consideration of DA applications by property owners or other persons having an interest in property within City's jurisdiction; and

WHEREAS, Section 65865.1 requires City to conduct a periodic review of the City's active Development Agreements, at which time each respective developer is required to demonstrate good faith compliance with the terms of the Development Agreement ("Periodic Review"); and

WHEREAS, if, as a result of the Periodic Review, the City finds and determines, on the basis of substantial evidence, that a developer has not complied in good faith with the terms and conditions of the Development Agreement, the City may terminate or modify the DA pursuant to the Development Agreement Statutes.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. Findings

The City Council hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the City Council set forth below.

Section 2. Compliance with Development Agreement

The City Council hereby finds and determines that, based on the information provided by the Developer and City staff, as well as the information contained in the "Montreux DA – 2019 Annual Review", attached hereto and incorporated herein by reference as "Exhibit 1," the Developer has demonstrated good faith compliance with the Montreux Development Agreement.

Section 3. Certificate of Compliance

The City Council hereby directs and authorizes the City Manager to issue a certificate codifying the "Finding of Compliance" for Montreux Subdivision Development Agreement in a form that can be recorded by the Developer.

Section 4. Certification

The City Clerk shall certify the adoption of this Resolution.

Section 5. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of November, 2019, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

# Montreux DA - 19 Annual Review



| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 1 | **Article II: Effective Date; Term** | | | | |
| 2 | 2.01 | This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective. | Per the Development Agreement, the effective date is December 16, 2015. | | No action. |
| 3 | 2.02 | Term. The term of this Agreement shall commence upon the Effective Date and continue for a period of 16 years. | Based on the effective date of December 16, 2015, this development agreement would expire in 2031. | | No action. |
| 4 | **Article III: Obligations of Developer** | | | | |
| 5 | 3.01 | Obligations of Developer Generally. The parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer's agreement to perform and abide by its long term covenants and obligations, as set forth herein. The parties acknowledge that many of Developer's long term obligations set forth in this Agreement are in addition to Developer's agreement to perform all the mitigation measures identified in the Mitigation Monitoring Program. As material consideration for the long term assurances and vested rights provided by this Agreement and as a condition of approval to one or more of the Project Approvals, Developer agrees to each of the following: | Compliant to date. | | No action. |
| 6 | 3.02 | Drainage Improvements. Subject to the terms of this Agreement, as a condition of approval to one or more of the Project Approvals, Developer agrees to construct and offer for dedication to the City those Project storm water drainage improvements to be located within City's boundaries and required to serve the Project Site ("Drainage Improvements"). The City shall accept the offer of dedication of the Drainage Improvements, as long as the Drainage Improvements comply with the City's standards, applicable rules and regulations, and this Agreement. The parties agree that the construction of the Drainage Improvements shall be phased according to a construction schedule determined by Developer, subject to the written approval of the City Manager. City shall not require any improvements to onsite or offsite drainage facilities to address pre-existing deficiencies provided that Developer demonstrates to City's reasonable satisfaction that impact to downstream facilities are not being exacerbated. | Not applicable at this time. | Not yet submitted. | Construct and offer for dedication stormwater drainage improvements in compliance w City standards. |
| 7 | 3.03 | Facility Reserve Charges. Developer agrees to pay City's Facility Reserve Charges ("FRC") as set or modified by the City Council from time to time. | Not applicable at this time. | FRC's may be impacted based on final outcome of water & sewer. Due when submitting to Building. | Pay FRCs. |
| 8 | 3.04 | Water Infrastructure. Developer shall comply with the 2015 Water System Master Plan, as amended. Developer shall have the option, subject to the written approval by the City Manager, to provide water infrastructure facilities as specified by the City or to construct the water infrastructure facilities in phases subject to a storage requirement and site analysis study, commissioned by the City, that incorporates the water infrastructure requirements pursuant to the 2015 Water System Master Plan, as amended. | Not applicable at this time. | Not yet submitted. | Provide water infrastructure facilities, or construct them in phases. |
| 9 | 3.05 | School Facilities Impact Mitigation. Developer shall pay in lieu school impact fees in accordance with Government Code 65995 et seq. Compliance with this section shall satisfy all of Developer's obligations required by City to mitigate school impacts resulting from the Project. | Not applicable at this time. | Due when submitting to Building. | Pay in lieu school impact fees. |
| 10 | 3.06 | Applicable Fees. City may levy development fees, and charges during this term of this Agreement relative to the development of the Project Site which are in force and effect as of the Effective Date as more particularly described and according to the payment schedule set force on Exhibit B ("Applicable Fees") and the adjustments and/or modifications referenced in Section 3.07. Unless otherwise provided in this Agreement, no development fees, or charges, or categories thereof, shall be imposed on Project other than those fees, and charges identified as Applicable Fees on Exhibit B, which exhibit shall exclusively govern the Applicable Fee payment schedule. The parties agree that any and all Project development fees, charges or exaction related to schools, fire prevention, water, sewer, stormwater, and storm drainage facilities, which are to be paid by Developer directly or indirectly to third party governmental agencies, are not subject to or within the scope of this Agreement whether such third party charges exist or are subsequently imposed by such third parties, whether directly upon Developer or through City. This provision shall not be construed to benefit any Non-Assuming Transferees, as such term is defined in herein. | Not Applicable at this time. | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 11 | 3.07 | Applicable Fee Adjustments. Developer shall pay fees and charges consistent with Section 3.06, and the applicable adjustments currently provided in such fees and as modified from time to time by the City, whether such adjustment or modification is an increase or a decrease. City retains the right to modify, amend, or adjust the Applicable Fees by more than that authorized by ordinances, resolutions, or policies in place at the time of this Agreement's Effective Date, and Developer retains the right to challenge the imposition of any new fees not referenced in this Agreement or the modification, amendment, or adjustment of all Applicable Fees pursuant to Government Code 66000 et seq., not already authorized by ordinances, resolutions, or policies in place at the time of this Agreement's Effective Date. Should the City Council approve a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option at its sole discretion to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees. | Not Applicable at this time. | | |
| 12 | 3.08 | City Local Traffic Mitigation Fee. Developer shall pay the City Local Traffic Mitigation Fee, which fee is necessary to finance unmet City traffic improvement needs in the amount in effect as of the Effective Date and subject to adjustments in accordance with Resolution 07-10917 with credit for certain improvements constructed by Developer per Section 4.05 below. If the City Council approves a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees. | Not Applicable at this time. | Due when submitting to Building. | Pay local Traffic Mitigation Fee. |
| 13 | 3.09 | Regional Traffic Fee. Developer shall pay the ECCRFA regional traffic fee should it be imposed by the City in an amount equal to or less than the amount paid by projects in the Cities of Antioch, Brentwood, and Oakley or in accordance with the existing valid MOU dated June 29, 2010 as amended, whichever is less. | Not Applicable at this time. | Due when submitting to Building. | Pay ECCRFA regional traffic fee. |
| 14 | 3.10. | Fees, Assessments, and/or Taxes to be Paid by Developer. Developer agrees to pay its fair share of any levies imposed by any assessment district, geologic hazard abatement district, landscaping and lighting district, community facilities district, tax-exempt financing mechanisms or other funding mechanisms related to public safety; traffic; sewer; water; fire; the prevention, mitigation, abatement, or control of geologic hazards; or other infrastructure improvements (including without limitation, design, acquisition, construction and maintenance costs) (collectively, Funding Mechanisms) within the Project Site, provided that such Funding Mechanism is referenced herein and/or was legally created pursuant to applicable law. | Not Applicable at this time. | | Pay fair share of levies imposed by assessment districts. |
| 15 | 3.11 | Affordable Housing. Developer shall comply with PMC 18.86.080 and VTM Condition of Approval No. 7 by constructing at least 35 rental secondary units within the Project. A covenant shall be recorded limiting the amount of rent that may be charged for these secondary units, consistent with the terms and conditions set forth in the affordable housing agreement. 26 of these units shall be constructed no later than the 263rd building permit for the Project. Prior to the City's issuance of the first certificate of occupancy Developer agrees to enter into an affordable housing agreement with the City (the "Affordable Housing Agreement," attached as Exhibit C) which further memorializes the provisions of this section and is consistent with applicable law, including Pittsburg Municipal Code Chapter 18.50. Developer agrees that the secondary units referenced in this section shall not be built or otherwise allowed on adjoining lots without the prior written approval of the City Manager. | Not applicable at this time. | Plans not yet submitted. | Construct 35 rental secondary units (26 by 263rd building permit). Record covenant limiting rent amount. Enter into Affordable Housing Agreement before Certificate of Occupancy issued. |
| 16 | a | Timing. The Affordable Housing Agreement shall establish provisions to implement the affordable housing requirements within this Agreement and shall include but not be limited to, implementation and monitoring provisions to ensure compliance with municipal law related to affordable housing. The agreement shall include provisions for the reasonable reimbursement of costs to the City for the administration and monitoring of the agreement. | Not applicable at this time. | | Implement and monitor provisions to ensure compliance with municipal law related to affordable housing. Include provisions to reimburse City for cost of administration and monitoring. |
| 17 | b | Inclusionary Housing Ordinance. Notwithstanding any provision of this Agreement, in the event that the City has rescinded its respective previously adopted affordable housing ordinance and not replaced it with another affordable housing or similar ordinance, or such ordinance has been declared illegal, Developer shall not be obligated to comply with the provisions for affordable housing set forth in this Agreement. In the event, prior to or during the development of the Project, the City amends or replaces or eliminates its affordable housing ordinance which would result in a reduction in the number of secondary units required to be constructed in the Project or elimination of the requirement. | Not applicable at this time. | Only applicable if City rescinds previously adopted affordable housing ordinance and not replaced it. | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 18 | 3.12 | Pre-payment for James Donlon Extension. Developer will pre-pay the City regional traffic mitigation fees for all units in the Project if at the time of the issuance of the first building permit for the Property for the first single-family residential production unit (or at any time during the build-out of the Project thereafter), the James Donlon Extension is either (i) under construction; (ii) is funded and scheduled for construction and the construction contract is awarded; or (iii) ECCRFFA has collected the funds necessary for its pro rate share of the James Donlon Extension. If none of the above conditions exist at the time of issuance of the first building permit, Developer will pay such fees on a permit-by-permit basis in the regular course of business. City and Developer agree that the obligations set forth in the March 15, 2006 Memorandum of Understanding ("March 2006 MOU") between City and Developer are met by compliance with this Section. | Not applicable at this time. | Applicable if/when the James Donlon Extension is either (i) under construction; (ii) is funded and scheduled for construction and the construction contract is awarded; or (iii) ECCRFFA has collected the funds necessary for its pro rate share of the James Donlon Extension | Pay the City regional traffic mitigation fees. |
| 19 | 3.13 | Open Space Mitigation. City and Developer agree that the obligations set forth in the May 3, 2006, Memorandum of Understanding between City and Developer, Albert D. Seeno, III and Albert D Seeno, Jr. with respect to open space mitigation can be met by compliance by Developer with the HCP or through other agreements or approvals by the HCP conservancy and/or Regulatory Agencies. | Compliant to date. | | No action. |
| 20 | − 3.14 | Security Improvements | | | |
| 21 | a | Developer shall pay to the City the actual cost incurred by the City (not to exceed $75000) towards funding the acquisition and installation of security camera(s) at the intersection of James Donlon Extension and Kirker Pass Road. The security cameras will be installed under the supervision of the City's Police Chief. Developer shall pay such costs within 30 days of receipt of invoice. | Not applicable at this time. | | Pay cost of installing security cameras at intersection of James Donlon Extension and Kirker Pass Road. |
| 22 | b | Developer shall install basic home security wiring in the Project homes (defined herein as wiring for basic home security system on the first floor windows and doors only). Developer shall offer one year of professional monitoring service to new homeowners. The monitoring service shall be at the election of the new homeowner. | Not applicable at this time. | | Install basic home security wiring on first floor windows and doors. Offer one year of professional monitoring service. |
| 23 | 3.15 | Solar Roof System. Developer shall install a solar roof system on one of its model homes for example purposes only (which may consist of a few panels with photovoltaic compatibility or other comparable technologies) and offer solar installation as an option at the homeowner's expense. | Not applicable at this time. | | Install solar roof system on one model home. |
| 24 | 3.16 | C.3 Facilities. Developer shall submit a complete Stormwater Control Plan and Report for the Project. The C.3 treatment facilities shall be adequately sized to treat the stormwater runoff from the associated drainage management areas, and supporting calculations and plans shall be submitted to the Engineering Division for review prior to issuance of a grading permit. In the event it is discovered that the runoff cannot be treated on site, the developer shall treat the remaining portion of runoff or all of the equivalent amount of runoff at an off-site facility adequately sized and designed to meet the treatment and flow control needs. The offsite facility(ties) shall be constructed with the first phase of the project, as approved by the City Engineer. | Not applicable at this time. | Will be a separate phase. | Submit C.3 Plan. |
| 25 | − **Article IV: Obligations of City** | | | | |
| 26 | 4.01 | Obligations of City Generally. The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City, is a material consideration for City's agreement to perform and abide by the long term covenants and obligations of City, as set forth herein. | Compliant to date. | | No action. |
| 27 | 4.02 | Processing of Annexation and Central Valley Project Inclusion. City shall promptly, in cooperation with Developer, process all documents necessary to achieve annexation of the Property to the City, CCWD, and Delta Diablo and inclusion into the Central Valley Project area. | Compliant. | LAFCO's Certificate of Completion effective date April 17, 2017. | Annex property to City, CCWD, Delta Diablo, and Central Valley Project Area. |
| 28 | − 4.03 | Availability of Public Services. | | | |
| 29 | a | General. To the extent permitted by law and consistent with its authority, City shall reserve such capacity for water services as may be necessary to serve the Project. This reservation of water infrastructure capacity shall be assured for the Term to the extent consistent with applicable law. | Not applicable at this time. | | City shall reserve capacity for water services for project. |
| 30 | b | Construction Water. City shall make construction water available to the Project by permitting the Project to hook up to existing City water supply infrastructure, at a location reasonably determined by the City, at Developer's cost and on those terms and conditions and charges customarily applied by City to similar projects consistent with City standards. City shall also permit Developer to install such temporary construction water pipelines and related infrastructure as reasonably necessary to provide construction water to the Project site for Developer's use in any and all Project grading and construction operations, as long as such water is unrelated to potable use. | Not applicable at this time. | | City shall permit water hook ups to existing water supply infrastructure. |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 31 | 4.04 | Developer's Right to Rebuild. City agrees that Developer, in Developer sole's discretion, may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, acts of God, acts of terrorism, or damage to work in progress by reason of fire, floods, or other casualties. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA and this Agreement. | Not applicable at this time. | | Can rebuild in within term. |
| 32 | 4.05 | Reimbursement of Infrastructure Costs. | | | |
| 33 | a | Reimbursement. Unless otherwise provided for herein, to the extent Developer incurs costs related to the planning and construction of traffic infrastructure, water delivery infrastructure, the off-site water tank, pump station, sewer infrastructure or other public infrastructure required by City or this Agreement for the Project that exceed the Project's fair share obligation for such infrastructure, City shall reimburse developer for City's portion of such costs, subject to the City's prior verification through inspection and construction that is subject to such reimbursement and upon final acceptance of the infrastructure by the City. This reimbursement shall be paid within 60 days after City's final acceptance or at any such other time as mutually agreed upon in writing by the parties. Developer shall be entitled to a management fee of 5% for City's share of approved infrastructure costs, including but not limited to design and special inspection costs. The management obligations of Developer hereunder shall include contracting and managing the construction of the infrastructure, retaining copies of records, photographs and as builts for the improvement(s) as well as attending meetings and providing necessary reports as reasonably requested by City. | Not applicable at this time. | | City shall reimburse Developer for City portion of costs. |
| 34 | b | City Authorization of Reimbursement. Notwithstanding any other provision of this Section or of this Agreement or VTM provisions, City shall not be responsible to reimburse or credit Developer for any costs, including as referenced in Section 4.05a herein, unless prior to Developer incurring any costs for which Developer will request reimbursement from City, Developer shall first provide written documentation as to the work to be performed, the estimated costs thereof, including a not-to-exceed cap, and such other details as reasonably requested by the City Manager and the City Manager approves the proposed costs and related work. If the City Manager fails to respond within 30 days of its receipt of such estimated costs, Developer shall provide written notice to the City Manager and to the City Engineer, if neither responds within 30 days of the City's receipt of the second request, the request shall be deemed approved. the City Manager shall have the discretion to require Developer to obtain competitive bids on any work for which Developer may request reimbursement or credit from the City where the total cost of that work is $100,000 or more. City shall also have the opportunity to inspect any and all infrastructure during its construction, as well as to review any work product for which Developer requests reimbursement or credits. If mutually agreed by the parties in writing, any reimbursement due Developer pursuant to this Agreement may be satisfied by City in form of credits, which can actually be used by Developer to offset Developer's payment of Applicable Fees. In the event there are not enough credits to fully satisfy the reimbursement due Developer and subject to the terms of the mutual agreement between the parties referenced in the prior sentence, City shall reimburse Developer within 30 days of invoicing. | Not applicable at this time. | | Before City reimburses, Developer must provide estimates to City w not-to-exceed cap before hand. Must be approved by City Manager. |
| 35 | 4.06 | James Donlon Extension. Developer shall be entitled to build out the Project prior to construction of the James Donlon Extension, to the extend consistent with CEQA. Developer shall design the entrances to and exits from the Project so that all entrances and exists shall reasonably integrate into the future intersection at the James Donlon Extension and Kirker Pass Rd. The City acknowledges that the construction by Developer of the intersection shall be temporary up to the catch/tie-in point as determined by the City Engineer in writing. The City shall thereafter be responsible for coordinating and removing and replacing such temporary construction at the time the permanent intersection improvements are constructed, at no further cost to Developer. | Not applicable at this time. | | Can build entrances to project that will integrate to intersection at James Donlon Extension before James Donlon is constructed. |
| 36 | 4.07 | Park Fee Credit. Developer may receive partial park fee credit for certain trails and trail improvements constructed by Developer. Developer and City agree that the park in-lieu fee amount will be $9.40/sq ft increased annually by the CPI for the SF-Oakland area, with the first increase implemented in Jan 2017 reflecting 2016 increases. However, if a lower fee is established by the City Council in accordance with the provisions of the Pittsburg Municipal Code, than that fee shall apply. | Not applicable at this time. | | Possible partial park fee credit for certain trails and improvements constructed by Developer. |
| 37 | 4.08 | EBRPD Fee. Pursuant to the May 2006 MOU, Developer shall pay to the East Bay Regional Park Ditrict (EBRPD) the fee of $2,000 upon issuance of each building permit, for the purpose of either acquiring additional public open space or for the maintenance of open space areas. Additionally, Developer shall advance up to $300,000 in these fees to EBRPD and shall receive credit for such advance as building permits are issued. This fee shall not constitute or otherwise affect any obligations under applicable law for Developer to fund park improvements to to otherwise pay park related fees as set forth in the May 2006 MOU. | Not applicable at this time. | No Building Permits issued at this time. | Pay $2,000 to EBRPD upon issuance of each building permit. |
| 38 | **Article V: Cooperation -- Implementation** | | | | |
| 39 | 5.01 | Processing Application for Subsequent Approvals. The parties agree that all Subsequent Approvals shall be processed by City in a manner consistent with the following provisions: | | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 40 | a | Standard of Review. By adopting the Project Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety, and general welfare. Accordingly, City shall not use its discretionary authority in considering any application for a Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise prevent or delay development of the Project as set forth in the Project Approvals. Instead, the Subsequent Approvals shall be deemed tools to implement those final policy decisions and shall be issued by City so long as they comply with this Agreement and Applicable Law, as defined below, and are not inconsistent with the Project Approvals as set forth above and meet the intent and comply with any City adopted Designed Guidelines, as applicable. To the extend permitted by law, City shall not use its discretionary authority in considering these Subsequent Approval applications to revisit or frustrate the policy decisions or material terms reflected by the Project Approvals. Developer agrees that development under this Agreement shall comply with provisions reflected in Uniform Codes (whether building, fire, plumbing, or other applicable uniform codes) which may adopted subsequent to the Effective Date of this Agreement. | Compliant to date. | | No action. |
| 41 | b | Basis for Denial. City may deny and application for a Subsequent Approval only if such application does not comply with this Agreement or Applicable Law, defined below, or does not substantially comply with the Project Approvals (provided, however, that inconsistency with the Project Approvals shall not constitute grounds for denial of a Subsequent Approval which is requested by Developer as an amendment to that Project Approval). City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with this Agreement or Applicable Law, or as is necessary to make this Subsequent Approval consistent with the Project Approvals. If City denies any application for a Subsequent Approval, City shall specify in writing the reasons for such denial and may suggest a modification which would be approved by City. | Not applicable at this time. | Subsequent approvals. | Review subsequent approvals to ensure they comply w DA. |
| 42 | 5.02 | Timely Submittals by Developer. Developer acknowledges that City cannot expedite processing of the Subsequent Approvals until Developer submits complete applications on a timely basis. Developer shall use its best efforts to (i) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (ii) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans, and other necessary materials as set forth in Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals consistent with this Agreement. | Not applicable at this time. | Subsequent approvals. | |
| 43 | 5.03 | Timely Processing by City. Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval, City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval applications including, without limitation, (i) providing at the Developer's request and prior written approval, reasonable overtime staff assistance and/or staff consultants for planning and processing of each Subsequent Approval application; (ii) if legally required, providing notice and holding public hearings; and (iii) acting on any such Subsequent Approval application. If Developer elects to request and approve the use of overtime staff assistance or staff consultants for planning and processing of any Subsequent Approval pursuant to this Section, Developer's reimbursement to City for such services, in accordance with standard City practice. | Not applicable at this time. | Subsequent approvals. | |
| 44 | 5.04 | Other Government Permits. At Developer's sole discretion and in accordance with Developer's construction schedule, Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City shall cooperate with Developer in its efforts to timely obtain such permits and approvals and shall, from time to time, at the request of the Developer, use its best efforts to ensure the timely availability of such permits and approvals. City shall cooperate with Developer to obtain any and all approvals from Contra Costa County related to the construction or operation of the Drainage Improvements. City shall cooperate with Developer, CCWD and the Bureau of Reclamation in all matters related to CCWD's application to the Bureau to expand the place of use of Central Valley Project water to include the Project Site. | Not applicable at this time. | | Developer shall apply for permits from other entities as required. |
| 45 | 5.05 | Lighting and Landscaping District, Park Maintenance. | | | |
| 46 | a | Developer agrees that the Project Site will be annexed into City's existing Lighting and Landscaping District, as established pursuant to City Reso No. 88-7324 as well as City's Community Facilities District 2007-1 for park maintenance, City's Community Facilities District for the maintenance of C.3 facilities as, to the extent permitted by law, that the Project shall be assessed in a manner consistent with the provisions herein. | Not applicable at this time. | | Annex into Lighting and Landscaping District and Community Facilities District. |
| 47 | b | Developer agrees that the base assessment applies to the Project and is subject to increase, provided any such increase of the base assessment imposed uniformly or similarly situated properties by City in a manner consistent with State law. Developer further agrees that the base assessment shall be levied upon recordation of each of the Project's final maps. The parties agree that the base LLD assessment described herein shall finance, among other things, the maintenance of any and all landscape improvements and the maintenance of parks. | Not applicable at this time. | | No action. |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 48 | 5.06 | GHAD. Developer agrees to take all steps necessary to either expand the existing Southwest Pittsburg Geologic Hazard Abatement District or to establish a new GHAD, at no cost to the City or to the GHAD, to provide for, among other things, geologic hazard abatement, maintenance of detention basins, grassland maintenance, fire protection, and erosion control within portions of Project Site. Unless otherwise required by law, the parties intend that the Project Site will be assessed by the SW Pittsburg GHAD or a new GHAD upon the respective GHAD's acceptance of the GHAD Area identified in the Project Approvals (which GHAD Area shall include the detention basins and C.3 storm facilities). | Not applicable at this time. | | Developer will either expand the existing Southwest Pittsburg Geologic Hazard Abatement District or to establish a new GHAD. |
| 49 | 5.07 | Police Services CFD. Developer agrees to take all steps necessary to include the Project Site into the City's existing police services Community Facilities District 2004-1, as adopted pursuant to Reso No. 04-10071 ("The Police Services District") at no cost to the City, in order to provide for police and other emergency services to the Project site. This process shall be completed, to the reasonable satisfaction of the City Manager and the City Attorney, before filing the first final map on the Project. Each legal residential lot located on the Project Site will be required to pay the levy by the Police Services District no earlier than the issuance of a building permit for such lot. | Not applicable at this time. | | Developer shall include the Project Site into the City's existing police services Community Facilities District before filing first final map. Pay levy after issuance of building permit. |
| 50 | 5.08 | Fire Services CFD. In the event the City forms a City Community Facilities district to provide for fire protection services in the City for the Contra Costa Fire Protection District and acquisition or replacement and acquisition or replacement of equipment primarily situated in the fire stations located in the City, Developer agrees to take all steps necessary to include the Project Site into the district. This inclusion of the Project into the district shall be completed, to the reasonable satisfaction of the City Manager and the City Attorney, before filing the first final map on the Project. City agrees that the levy to be assessed on each legal residential lot in the Project shall be no greater than $75.00 and increased annually by the CPI for the SF-Oakland area, with the first increase implemented in January 2016 reflecting 2015 increases. Each legal residential lot located on the Project Site will be required to pay the levy by for this district no earlier than the issuance of a certificate of occupancy for such lot (such levy shall not go into effect for any certificate of occupancy for such lot (such levy shall not go into effect for any certificate of occupancy issued for model homes in the Project until such model home is transferred to a third party homebuyers). | Not applicable at this time. | Include into district before filing first final map. | If the City forms a City Community Facilities district for fire protection services, the Developer will include project site into district. |
| 51 | 5.09 | General Plan Maintenance Fees. Developer agrees to pay development related fee to help fund the maintenance of the Pittsburg General Plan. The General Plan Maintenance Fee will be $125.00 per building Permit. | Not applicable at this time. | No building permits issued. | Pay $125/building permit for GP. |
| 52 | 5.10. | Assessment Districts or Other Funding Mechanisms. | | | |
| 53 | a | City understands that City's long term assurances to Developer concerning fee, taxes, and assessments related to Project are a material consideration for Developer agreeing to process the siting of the Project in its present location and to pay the fees, the taxes and assessments described in this Agreement. City shall retain the ability to initiate or process applications for the formation of new assessment districts or other Funding Mechanisms, as defined in Section 3.10 of this agreement, covering all or any portion of the Project site. Notwithstanding the foregoing, Developer retains all its rights to oppose the formation or proposed assessment of any new assessment district, Funding Mechanism, or any and all increases thereto, or to request or pursue assessment credits or reductions, unless otherwise provided for herein or unless such assessment, Funding Mechanism, or related increases are in place and legally effective as of the date of this Agreement's Effective Date. | Not applicable at this time. | Only applicable in event of formation of new assessment districts. | |
| 54 | b | At the request of Developer, City shall cooperate in the formation of, or annexation to, those assessment districts, geologic hazard abatement district, landscaping and lighting districts, community facilities district, tax-exempt financing mechanisms, or other Funding Mechanisms that Developer and City determine are needed to fund infrastructure improvements and to ensure the orderly development of the Project, at no cost to the City. City shall diligently and expeditiously process applications by Developer necessary to establish such Funding Mechanisms as long as (i) the application complies with law, (ii) is consistent with City's standards, and (iii) provides for a lien to value ratio and other financial terms that are reasonably acceptable to City and which will result in no commitment of City funds. City shall diligently seek to sell any bonds to be issues and secured by such assessments upon the best terms reasonably available in the marketplace. Any and all costs associated with this Section shall be borne and/or advanced by Developer. | Not applicable at this time. | Only applicable in event of formation of new assessment districts. | |
| 55 | 5.11 | Warranty Bonds. Developer agrees that every infrastructure improvement dedicated to City (except landscaping, unimproved real property, or open space dedications) pursuant to this Agreement shall be accompanied by a one year warranty bond in a form and in an amount, and with a surety acceptable to City or otherwise as determined in the applicable Subdivision Improvement Agreement. | Not applicable at this time. | | One year warranty bond for infrastructure improvements dedicated to City. |
| 56 | **Article VI: Standards, Laws, Procedures Governing the Project** | | | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 57 | 6.01 | Vested Right to Develop. Developer shall have a vested right to develop the Project on the Project site in substantial conformance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), the Subsequent Approvals (as and when issued), and amendments thereto as shall, from time to time, be approved pursuant to this Agreement. Nothing in this Section 6.01 shall be deemed to eliminate or diminish the requirement of Developer to obtain any required Subsequent Approvals. | Compliant to date. | | |
| 58 | 6.02 | Permitted Uses Vested by This Agreement. The permitted uses of the Project Site; the density and intensity of use of the Project Site; the max height, bulk, and size of proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals. | Compliant to date. | | |
| 59 | 6.03 | Applicable Law. Applicable Law shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the project site; governing density; and governing design, improvements, and construction standards and specifications applicable to the Project and Project site as set forth in this Agreement and the Project Approval, and in force and effect on the Effective Date of this Agreement. However, this Agreement and this Section shall not be construed to prevent the City, in any subsequent actions applicable to the Project Site, from applying new rules, regulations, official policies, standards, and specifications existing as of the Effective Date of the Agreement. | Compliant to date. | | |
| 60 | 6.04 | Uniform Codes. Notwithstanding any other provision of this Agreement, City may apply to the Project Site, at any time during the Term, the then current Uniform Building Code and other uniform construction codes as properly modified by City and uniformly applied on a citywide basis, and City's then current design and construction standards for road and storm drain facilities. In no event shall any such uniform code or standard be adopted for the purpose of preventing or otherwise limited construction of all or any part of the Project. | Not applicable at this time. | | |
| 61 | 6.05 | Moratorium And Conflicting Enactments. To the extent consistent with State Law, if any ordinance, resolution, or other measure in enacted, whether by action of the City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project on all or any part of the Project Site, City agrees that such ordinance, resolution, or other measure shall not apply to the Project, the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the term of this Agreement, unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code Section 8558. Developer reserves the right to challenge in court any City action or inaction which Developer believes is in conflict with Applicable Law or this Agreement. | Not applicable at this time. | | |
| 62 | 6.06 | Environmental Mitigation. The parties understand that the EIR for the Project is a project level CEQA document intended to be used in connection with each of the Project Approvals and Subsequent Approvals needed for the Project. Consistent with the CEQA policies and requirements applicable to the EIR, City agrees to use the EIR in connection with the processing of any Subsequent Approval to the extend allowed by law. City agrees not to impose on Developer any mitigation measures or other conditions of approval other than those specifically imposed by the Project Approvals and the Mitigation Monitoring Program described in the FEIR, specifically required by Applicable Law, or as properly required through the design or architecture review process as long as such mitigation measures or other conditions are imposed in a manner consistent with applicable design review guidelines. | Compliant to date | | |
| 63 | 6.07 | Life of Subdivision Maps, Development Approvals, and Permits. To the extend consistent with Applicable Law, the term of any subdivision map or any other map, permit, rezoning, or other land use entitlement approved as a Project Approval or a Subsequent Approval shall not include any period of time during which any applicable development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies that regulate land use, development or the provision of services to the land, prevents, prohibits, or delays the construction of the Project. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable court order or other legal requirement prevents the processing of any Subsequent Approval or any Project development activities. | Not applicable at this time. | | |
| 64 | 6.08 | State and Federal Law. As provided in California government Code 65869.5, if any state or federal laws or regulations, enacted after this Agreement's Effective Date prevent or preclude compliance with one or more provisions of this Agreement ("Changes in the Law"), such provision of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations as may be necessary to comply with such state or federal laws or regulations as may be necessary to comply with Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement including, without limitation, Article V and Section 10.05. Not in limitation of the foregoing, nothing in this Agreement shall preclude City from imposing on Developer any fee specifically required by State or Federal laws and regulations. | Not applicable at this time. | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 65 | 6.09 | Timing of Project Construction and Completion. | | | |
| 66 | a | Project Phasing. The Project is expected to be built in phases in response to then-existing market conditions over the Term of the Agreement. Except as otherwise specifically provided by this Agreement with respect to Project infrastructure timing, City and Developer expressly agree that there is no requirement that Developer initiate or complete development of the Project or any particular phase of the Project within any particular time period, and City shall not impose such a requirement on any Project Approval. The parties acknowledge that Developer cannot at this time predict when or the rate at which or the order in which phases will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as market demand, interest rates, competition, and other similar factors. | Compliant to date. | | |
| 67 | b | The parties agree that the Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time and Developer shall determine which part of the Project Site to develop first and at Developer's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in Pardee Construction Co v City of Camarillo, that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' desire to avoid that result by acknowledging that Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgement. Developer's rights under this Section 6.09b shall be subject to the requirement that adequate infrastructure to service each phase of the Project is constructed concurrently with such phase. the City Manager shall reasonably determine what infrastructure will be required to serve each phase of the Project, which determination shall be consistent with Applicable law. | Compliant to date. | | |
| 68 | c | Nothing in this Agreement shall exempt Developer from completing work required by a subdivision agreement, road improvement agreement or similar agreement in accordance with the terms thereof. | Compliant to date. | | |
| 69 | 6.10. | Exempting Fees, Mitigation Measures and Similar Requirements Imposed by Outside Agencies. Notwithstanding any other provision of this Agreement, the City agrees to exclude Developer from any and all discretionary collection agreements regarding fees, mitigation measures and similar requirements including, but not limited to, development impact fees, which other public agencies request the City to impose at City's discretion on the Project or on the Project Site after the Effective Date through the Term of this Agreement. This Section shall not prohibit the City from imposing on Developer any fee, mitigation measure, or similar requirement or obligation that is required by a local or regional agency in accordance with local, regional, State, or Federal obligations and implemented by the City in cooperation with such local, regional, state, federal agencies, provided such fee, mitigation measure, or similar requirement or obligation is imposed in a similar manner on similarly situated properties within the City as, for example, stormwater related C.3 requirements and increases thereto. | Compliant to date. | | |
| 70 | 6.11 | City's Joint-Inspection Jurisdiction. Developer acknowledges that City has joint inspection jurisdiction within other third-party governmental entities within any and all City rights-of-way and easements. | Compliant to date. | | |
| 71 | **Article VII: Amendment** | | | | |
| 72 | 7.01 | Amendment to Project Approvals, Subsequent Approvals. To the extent permitted by state and federal law, any Project Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner: | | | |
| 73 | a | Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the City Manager or his/her designee shall determine (i) whether the requested amendment or modification is minor when considered in light of the project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable uniform codes, and State or Federal Law. If the City Manager or his/her designee finds that the proposed amendment or modification is minor in the context of the entire project, consistent with this Agreement and Applicable Law, and will result in no new significant environmental impacts not addressed and mitigated in the EIR, the amendment shall be determined to be an Administrative Project Amendment and the City Manager or his/her designee may, except to the extend otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale, or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, changes in trail alignments, minor variations in lot layout, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments. | Not applicable at this time. | | City to review any requested amendments. |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 74 | b | Non Administrative Project Amendments. Any request of Developer for an amendment or modification to a Project Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement. | Not applicable at this time. | | Amendments to be reviewed. |
| 75 | 7.02 | Amendment of this Agreement. This Agreement may be amended from time to time in whole or in part by mutual written content of the parties hereto or their successors in interest as follows: | | | |
| 76 | a | The City Manager or his/her designee may, except to the extent otherwise required by law, enter into certain amendments of this Agreement on behalf of the City as long as any such amendment does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height of size of proposed buildings or (vi) monetary contributions by Developer, and shall not, except to the extend otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. For purposes of this Section, the term substantially affect shall be evaluated in context of the entire project. | Not applicable at this time. | | |
| 77 | b | Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval, whether done administratively or not, shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement when written and executed by both parties. | Not applicable at this time. | | |
| 78 | c | Amendment Limitations. In consideration of the cope of the benefits to City set forth in this Agreement, any amendment to this Agreement shall only be subject to such new terms and conditions including new exactions or other obligations as are reasonably related to the impacts on City directly attributable to such amendment. | Not applicable at this time. | | |
| 79 | **Article VIII: Assignment, Transfer, and Notice** | | | | |
| 80 | 8.01 | Assignment of Interests, Rights and Obligations. Developer may transfer or assign all or any portion of its interests, rights, or obligations under this Agreement, the Project Approvals, or Subsequent Approvals to third parties acquiring an interest or estate in the Project or any portion thereof including without limitation, purchasers or ground lessees of lots, parcels, or facilities. | | | |
| 81 | 8.02 | Transfer Agreements. | | | |
| 82 | a | In connection with the transfer or assignment by Developer of all or any portion of the Project (other than a transfer or assignment by Developer to an affiliated party, any deed of trust beneficiary or morgagee, or a "Non-Assuming Transferee", Developer and the transferee shall enter into a written agreement regarding the respective interests rights, and obligations under the Agreement, the Project Approvals, or the Subsequent Approvals that pertain to that portion of the Project being transferred or assigned, as described in the Transfer Agreement, provided that the transferee expressly assumes such obligations (ii) transfer to the transferree vested rights to improve that portion of the Project being transferred and (iii) address ant other matter deemed by developer to be necessary or appropriate in connection with the transfer or assignment. | Not applicable at this time. | | |
| 83 | b | Any Transfer Agreement shall be binding on Developer, City and the transferee and, unless otherwise provided for in Section 8.03 of this Agreement, shall require the City's prior written consent, which consent shall not be unreasonably withheld. Failure by City to respond within 30 days of a written request by Developer for City's consent shall be deemed City's approval of the Transfer Agreement in question. City may refuse to give its consent only id, in light of the proposed transferee's reputation and financial resources, such transferee would not in City's reasonable determination be able to perform the obligations proposed to be assumed by such trasnferee. Such determination shall be made by the City Manager and is appealable to the City Council. In no event, however, shall City refuse to give its consent ot a proposed transferee pursuant to this Section 8.02b if such transferee has a net worth of at least Ten Million Dollars documented in a manner reasonably acceptable to City. Upon recordation of any Transfer Agreement in the Official Records of Contra Costa Countu, Developer shall automatically be released from those obligations assumed by the transferee therein. | Not applicable at this time. | | |
| 84 | c | Developer shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee pursuant to a Transfer Agreement. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person. | Not applicable at this time. | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 85 | 8.03 | Non-Assuming Transferees. Except as otherwise required by Developer in Developer's sole discretion, the burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor City's consent shall be required in connection with (i) any single residential parcel conveyed to a purchaser, (ii) any property transferred as fewer than 10 lots to a single retail builder, or (iii) any property that has been established as one or more separate legal parcels for office, commercial, open space, park, school, or other nonresidential uses. The transferee in such a transaction and its successors shall be deemed to have no obligations under this Agreement, but shall continue to benefit from the vested rights provided by this Agreement for the duration of the Term. Nothing in this section shall exempt any property transferred to Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable conditions of approval. | Not applicable at this time. | | |
| 86 | 8.04 | Notice of Compliance Generally. Subject to the City's finding that the facts contemplated by clauses (i) through (iii) herein are true and accurate, within 30 days following any written request which Developer may make from time to time, City shall execute and deliver to Developer a written "Notice of Compliance" in recordable form, duly executed and acknowledged by the City, that certifies that (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications, (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default and (iii) any other information reasonably requested by Developer. City's failure to deliver such notice within such time period shall constitute a conclusive presumption against City that this Agreement is in full force and effect without modification except as may be represented by the Developer and that there are no uncured defaults in the performance of the Developer, except as may be represented by the Developer. Developer shall have the right at Developer's sole discretion, to record the Notice of Compliance. | Not applicable at this time. | | |
| 87 | **Article IX: Cooperation in the Event of Legal Challenge** | | | | |
| 88 | 9.01 | Cooperation | | | |
| 89 | a | Developer 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 not a party to this Agreement challenging the validity of the Agreement or any Project Approval or any Subsequent Project Approval, or otherwise arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer 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 City Attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees, and time referenced herein. | Compliant to date. | | No action. |
| 90 | b | Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations by the Developer, its officers, employees, agents or consultants. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. | Compliant to date. | | No action. |
| 91 | c | The parties agree that this Section 9.01 shall constitute a separate agreement entered into concurrently, and that if any 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 the bound by the terms of this Section 9.01, which shall survive such invalidation, nullification or setting aside. | Compliant to date. | | No action. |
| 92 | 9.02 | Cure; Reapproval. | | | |
| 93 | a | If, as a result of any administrative, legal or equitable action or other proceeding as described in Section 9.01, all or portion of this Agreement, Project Approvals, or Subsequent Approvals are set aside or otherwise made ineffective by any judgement in such action or proceeding, the parties agree to use their respective best efforts to sustain or readopt this Agreement, Project Approvals, and/or Subsequent Approvals that the Deficiencies relate to, as follows, unless the parties mutually agree in writing to act otherwise: | Not applicable at this time. | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 94 | i | If any Judgement requires reconsideration or consideration by the City of this Agreement, Project Approval, or Subsequent Approval, then the City shall consider or reconsider that matter in a manner consistent with the intent of this Agreement. If any such Judgement invalidates or otherwise makes ineffective all or any portion of this Agreement or any Project Approval, or Subsequent Approval, then the parties shall cooperate and shall cure any Deficiencies identified in the Judgement or upon which the Judgement is based in a manner consistent with the intent of this Agreement and the Judgement. Upon the parties cure of such Deficiencies, City shall then take steps consistent with the Judgement necessary readopt or reenact this Agreement and any applicable Project Approval, Subsequent Approval, or any portion thereof. | Not applicable at this time. | | |
| 95 | ii | Acting in a manner consistent with the intent of this Agreement or a Judgement includes, but is not limited to, recognizing that the parties intent that Developer may develop a 351 single-family residential unit project, and adopting such ordinances, resolutions, and other enactments, including by not limited to, a general plan amendment, rezoning, vesting subdivision map approvals development plan approvals, PD plan approvals, design review, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificate of occupancy, final development plans, development agreements, permits, resubdivisions, and any amendments to, or repealing of, any of the foregoing as are necessary to readopt or reenact all or any portion of this Agreement, Project Approvals, and/or Subsequent Approvals without contravening the Judgement. | Not applicable at this time. | | |
| 96 | b | The parties agree that this Section 9.02 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 9.02, which shall survive such invalidation, nullification or setting aside. | Compliant to date. | | No action. |
| 97 | **Article X: Defaults; Remedies; Termination** | | | | |
| 98 | 10.01 | Defaults. Any failure by either party to perform any term or provision of this Agreement, which failure continued uncured for a period of 30 days following written notice of such failure from the other party, shall constitute a default under this Agreement. The Complaining Party's notice shall specify the nature of the alleged failure and, may specify the manner in which the failure and, may specify the manner in which the failure satisfactorily may be cured By the other party. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of a default or of any such rights and remedies as to any default shall not operate as a waiver of a default or of any such rights or remedies as to any default shall not operate as a waiver of a default or of any such rights or remedies. Delays by a Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies. If the nature of the alleged failure is such that it cannot be reasonably be cured within such 30-day period, then no fault shall be deemed to have occurred if: (a) the cure shall be commenced at the earliest practicable following receipt of the Default Notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (if no event later than 30 days after the Defaulting Party's receipt of the Default Notice), the Defaulting party provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within 120 days after the Notice of Default is given. Complaining Party shall not send notice to any third party, including, but not limited to, bonding and surety companies, until such time as the cure opportunities set forth above have expired unless otherwise required by applicable law. Upon the occurrence of a default under this Agreement, the Complaining Party may institute legal proceedings to enforce the terms of this Agreement, or, in the event of a material default, terminate this Agreement. If the default is cured consistent with this Section, then no default shall exist and the Complaining Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured consistent with this Section, then no default shall exist and the Complaining Party shall take no further action. | Not applicable at this time. | | |
| 99 | 10.02 | Termination. If City elects to consider terminating this Agreement due to a material default of Developer, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. As used herein, a finding of materiality shall be based on the effect of the default in relation to the size and scope of the Project. Developer shall have the right to offer written and oral evidence prior to or at the time of said public hearings. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated 60 days thereafter; provided, however, that if Developer files an action to challenge City's termination of this Agreement within such 60-day period, then this Agreement shall remain in full force and effect until a trial court has affirmed City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired). | Not applicable at this time. | | |
| 100 | 10.03 | Periodic Review. | | | |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 101 | a | Conducting the Periodic Review. Throughout the Term of this Agreement, at least once every 12 months following the execution of this Agreement , City shall review the extend of good-faith compliance by Developer with the terms of this Agreement. This review shall be conducted by the City Manager or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code 65865.1. Developer also agrees to pay City annually the greater of $5000 or the actual cost of Periodic Review Fee (not to exceed $10,000). The $5,000 shall be increased annually thereafter by the CPI for the San Francisco-Oakland Area, with the first increase implemented in January 2017 reflecting 2016 increases. Such Periodic Review Fee shall only be paid in the years in which a Periodic Review is actually conducted. | Fee due. | Sending Payment request. 11/1/19. | Complete DA Review annually. Developer pays City fee. |
| 102 | b | Notice. At least 10 days prior to the Periodic Review, and in the manner prescribed in Article 12 of this Agreement, City shall deposit in the mail to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Developer's performance hereunder. Developer shall be permitted an opportunity to respond to City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Such response shall be made to the City Manager. | Compliant to date. | | Send notice at least 10 days prior. |
| 103 | c | Good Faith Compliance. During the Periodic Review, the City Manager shall review Developer's good faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the City Manager shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the City Manager shall be appealable to the City Council. If the City Manager finds and determines that the Developer has not complied wit such terms and conditions, the City Manager may recommend to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in California Government Code 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein shall be shared equally Developer and City. | Compliant to date. | | City Manager make written findings and determination if Developer has complied in good faith. |
| 104 | d | Failure to Properly Conduct Periodic Review. If, after 30 days following Developer's notice requesting a Periodic Review, City fails to initiate the Periodic Review, such failure shall conclusively deemed an approval by City of Developer's compliance with the terms of this Agreement. | Compliant to date. | | No action. |
| 105 | e | Written Notice of Compliance. With respect to any year for which Developer has been determined or deemed to have complied with this Agreement, City shall, within 30 days, following a written request by Developer, provide Developer with a written notice of compliance, in recordable form, duly executed and acknowledged by City. Developer shall have the right, in Developer's sole discretion, to record such notice of compliance. | Compliant to date. | | Provide developer written notice of compliance within 30 days of request. |
| 106 | 10.04 | Default by City or Developer. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided herein and under law. | Not applicable at this time. | | |
| 107 | 10.05 | Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither party shall be deemed to be default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorism, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting State or Federal laws or regulations, or judicial decisions. Neither party shall be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, the Subsequent Approvals, or any permit, ordinance, entitlement or other action of governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are due to Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project and unrelated to Developer's actions or inactions and beyond Developer's control. Upon the properly noticed request of either party hereto, as required by Section 12.09, an extension of time for the performance of any obligation whose performance has been so prevented or delayed will be set forth in writing. The term of any such extension shall be equal to the period of the excusable delay or longer, as may be mutually agreed upon in writing. | Not applicable at this time. | | |
| 108 | 10.06 | Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement. | Not applicable at this time. | | |
| 109 | 10.07 | California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. | Compliant to date. | | Follow state law. |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 110 | 10.08 | Resolution of Disputes. With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer shall, at City's request, meet with City. The parties to any such meetings shall attempt in good faith to resolve any such disputes. If the parties are then unable to resolve their dispute, either party may commence mediation by providing to JAMS, or its successor, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written made in the course of the mediation by any of the parties, their agents. employees, experts and attorneys, and by the mediator and any JAMS employees are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of the process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session or 90 days of filing the written request of mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties both agree in writing. The provision of this Section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees, and expenses to be paid by the party against whom enforcement is ordered. Nothing in this Section shall in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters begin addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the parties to such meetings. | Not applicable at this time. | | |
| 111 | 10.09 | Attorney's Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorney's fees and any related other costs incurred in that proceeding in addition to any other relief to which it is entitled. | Not applicable at this time. | | |
| 112 | **Article XI: No Agency, Joint Venture or Partnership** | | | | |
| 113 | | It is specifically understood and agreed to by and between the parties hereto unless otherwise expressly provided herein (i) the subject development is a private development; (ii) City have no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals; (iii) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer. The City agrees that Developer's obligations under this Agreement related to the construction of Project water, sewer and drainage infrastructure improvements, the grading and construction of traffic improvements are all public works of improvement the City is requiring as a condition of regulatory approval of the Project and that the Project is an otherwise private development. The City further agrees that it will contribute no more money, or the equivalent of money, to the overall Project than is required to construct the Public Improvements and that City maintain no proprietary interest in the overall Project. | Compliant to date. | | No action. |
| 114 | **Article XII: Miscellaneous** | | | | |
| 115 | 12.01 | Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein. | Compliant to date. | | No action. |
| 116 | 12.02 | Enforceability. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this agreement shall be enforceable by party hereto notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or an other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by the City that changes, alters, or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code 65866. In the event of any conflict between the provisions of this Agreement and Applicable Law, the Project Approvals or any Subsequent Approval, this Agreement shall prevail. | Compliant to date. | | |
| 117 | 12.03 | Finding. City hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan. | Compliant to date. | | No action. |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 118 | 12.04 | Severability. If any term or provision of this Agreement or the application of any term or provision of this Agreement to a particular situation, is held by a competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination the other party. | Not applicable at this time. | | |
| 119 | 12.05 | Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals and this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder. | Compliant to date. | | Deliver documents as necessary. |
| 120 | 12.06 | Construction. Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals shall be deemed to refer to the Agreement, Project Approval, or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. | Compliant to date. | | No action. |
| 121 | 12.07 | Other Misc Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several. | Compliant to date. | | No action. |
| 122 | 12.08 | Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil code 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate runs with the Project Site and is binding upon the owner of all or a portion of the Project Site and each successive owner during its ownership of such property. | Compliant to date. | | No action. |

| | DA Section | Condition/Requirement | Status | Comments | Action Items |
|---|---|---|---|---|---|
| 123 | 12.09 | Notices. Any notice or communication required hereunder between City or Developer must be in writing and may be given either personally, by fax (with original forwarded by regular US mail), by registered or certified mail (return receipt requested), or by FedEx or or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by fascsimile after 5:00 p.m. on a normal business day or on a Saturday or Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or b) 5 days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the US mail. If given by Federal Express or a similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving 10 days 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.<br><br>If to City, to:<br>City Manager<br>City of Pittsburg<br>Civic Center<br>65 Civic Avenue<br>Pittsburg, CA 94565-2830<br><br>With Copies , to:<br>Ruthann G. Zeigler<br>City Attorney<br>Meyers Nave<br>555 Capitol Mall, Suite 1200<br>Sacramento, CA 95814<br><br>If to Developer, to:<br>Albert D. Seeno, III<br>Altec Homes, Incl.<br>4061 Port Chicago Hwy. Ste. H<br>Concord, CA 94520<br><br>With Copies , to:<br>Altec Homes, Incl.<br>Attn: Legal Department<br>4021 Port Chicago Hwy.<br>Concord, CA 94520 | Compliant to date. | | 10 days written notice. |
| 124 | 12.10. | Entire Agreement, Counterparts, and Exhibits. This Agreement is executed in two duplicate counterparts, each of which is deemed to be an original. This Agreement consists of 32 pages and 3 exhibits which constitute in full, the final and exclusive understanding and agreement of the parties supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof, excluding the March 2006 MOU, the May 2006 MOU, and the July 2005 Faria MOU. The Parties, however, agree that to the extent Developer complies with all terms and conditions of this Development Agreement, Developer has fully met the obligations of the March 2006 MOU and Sections B, C and D of the May 2006 MOU. All waivers of any provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:<br>Exhibit A - Legal Description<br>Exhibit A-1 - Project Site Diagram<br>Exhibit B - Applicable Fees<br>Exhibit C - Affordable Housing Agreement. | Compliant to date. | | No action. |
| 125 | 12.11 | Recordation of Development Agreement. Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement, or Memorandum thereof, in the Official Records of the County of Contra Costa. The parties agree to cooperate as to preparation, execution, and recording of a Memorandum hereof. | Compliant. Recorded Thursday, April 21, 2016. | | Record DA. |

**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 Acceptance and Appropriation of State of California Office of Traffic Safety Grant Funds for the Selective Traffic Enforcement Program

**MEETING DATE:** November 18, 2019

## EXECUTIVE SUMMARY

The Pittsburg Police Department is seeking City Council authorization to accept and appropriate grant funds from the State of California Office of Traffic Safety. The $80,000 grant will provide resources to fund various traffic enforcement and safety programs.

## FISCAL IMPACT

The Pittsburg Police Department will receive a total reimbursement of $80,000 to cover overtime costs for supervisors, uniformed officers and civilian staff to conduct (4) Driving Under the Influence (DUI) checkpoint operations, (10) DUI roving patrols, (2) distracted driving operations, (8) specialized traffic enforcement details, (3) pedestrian/bicycle safety operations, (1) motorcycle safety operation, and (2) traffic safety education presentations. Federal funds allocated under this agreement shall not exceed $80,000.

## RECOMMENDATION

Staff recommends that the City Council approve the to accept and appropriate funds from the State of California Office of Traffic Safety for the Selective Traffic Enforcement Program.

## BACKGROUND

The goal of the Selective Traffic Enforcement Program (STEP) is to induce motorists to drive safely. To achieve this goal, the STEP model combines intensive enforcement of a specific traffic safety law with extensive communication, education, and outreach informing the public about the enforcement activity. First used in Canada, the evolution of STEP has brought high visibility enforcement campaigns popularized by the National Highway Traffic Safety Administration's Click It or Ticket seat belt program.

## SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

## STAFF ANALYSIS

The premise of the STEP model is that an individual's discomfort or fear of being stopped for a traffic safety violation outweighs the desire not to comply with the law. Like any good deterrence program designed to change motorists' behavior, STEP is conducted throughout the year to maintain positive behavior, public awareness, and law enforcement engagement.

The major organizational components of a STEP are project staffing and management, problem identification and goal setting, and program and evaluation design. Each of these three components are vital to the success of a STEP.

For Pittsburg, the goal of the STEP is to reduce the number of victims killed and injured in all automobile crashes. This includes alcohol related and all other primary collision factor incidents. The Pittsburg Police Department will conduct selective traffic enforcement operations, DUI roving patrols, and a motorcycle safety operation as well as provide additional training related to DUI enforcement during a twelve month grant period to meet this goal. These operations are very effective forms of enforcement and increase the perception of the risk of arrest if they are adequately publicized and highly visible to the public.

ATTACHMENTS:
Resolution

Report Prepared By:
Brian Addington, Chief of Police

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

| | |
|---|---|
| Authorizing the Acceptance and Appropriation of the State of California Office of Traffic Safety Grant Funds for the Selective Traffic Enforcement Program | RESOLUTION NO. 19- |

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, the Pittsburg Police Department has been awarded grant funds not to exceed $80,000.00 for the Selective Traffic Enforcement Program (STEP) allocated from the State of California Office of Traffic Safety; and,

WHEREAS, the grant funds are intended to pay the City's overtime costs for supervisors, uniformed officers and civilian staff to conduct selective traffic enforcement operations, including: Driving Under the Influence (DUI) checkpoints, DUI roving patrols, distracted driving operations, specialized traffic enforcement details, pedestrian/bicycle safety operations, motorcycle safety operation, and traffic safety education presentations during the one year grant period; and,

WHEREAS, staff recommends that the City accept these funds and authorize the use for local law enforcement actions as proposed in the grant application and in this Resolution.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. The City Council finds and determines that the above recitals are true and correct and are incorporated herein.

Section 2. The Pittsburg Police Department is authorized to accept and utilize the State of California Office of Traffic Safety Funds to pay costs associated with conducting the STEP activities in an effort to reduce the number of victims killed and injured in automobile crashes.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of November 2019, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Juan Antonio Banales, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk