



**CITY OF PITTSBURG
AGENDA**

MARCH 15, 2021

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

AMENDED AGENDA – CLOSED SESSION ONLY

**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

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

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

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

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

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

Beginning with the January 19, 2021 City Council Meeting, live comments will be allowed by members of the public via teleconferencing during Zoom meetings and written comments received after 3:00 p.m. will be read aloud by staff. To be placed in a queue to comment, please adhere to the following instructions.

To Participate in Public Comment During the Meeting:

- Notify the City Clerk's Office via email by 3:00 p.m. on the meeting date that you would like to be placed in the queue for general Public Comments, or comments on a specific agenda item. Requests received after 3:00 p.m. on the date of the meeting will not be able to comment.
- Email your name and telephone number to meetingcomments@ci.pittsburg.ca.us. We need both identifications to pair you with the item you wish to speak on. You must also be sure that you call in using the number you have provided or we may not be able to identify you as a speaker.
- Your email must include the words **"FOR PUBLIC COMMENT"** in the subject line and specify the **Agenda Item number or Non-Agenda** as appropriate.
- You will receive an email confirmation with instructions to log in.
- Once the meeting starts (check the Streaming Media link on our website – www.ci.pittsburg.ca.us) you can phone in to Zoom. If you log in before the event has actually started you may be disconnected.
- You will be added to the meeting as an attendee and will be called upon by staff for phone-in comments.
- Speakers will be muted until their opportunity to provide public comment.
- All comments will be subject to the three-minute time limitation (approximately 350 words).
- Begin your comment by providing your name and city of residence for the record – although providing this is not required for participation.
- Just as in a live meeting inside the Council Chamber, only one comment per agenda item per person is allowed.

In the event a quorum of the City Council loses electrical power or suffers an internet connection outage not corrected within 15 minutes, the meeting will be adjourned. Any items noticed as public hearings will be continued to the next regularly scheduled meeting of the City Council. Any other agenda items the Council has not taken action on will be placed on a future agenda.

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.

6:00 P.M. - CONVENE IN CLOSED SESSION

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

Property: 351 Railroad Avenue, Suite 201B; Negotiator for the City of Pittsburg: Garrett Evans; Negotiating Parties: Black Diamond Data (Tenant); Under Negotiation: Both price and terms of payment

Property: 300 Cumberland Street (APN 085-108-010); Negotiator for the Successor Agency: Garrett Evans and Maria Aliotti; Negotiating Parties: JJ Phair; Under Negotiation: Both price and terms of payment

2. CONFERENCE WITH LEGAL COUNSEL FOR THE SUCCESSOR AGENCY—ANTICIPATED LITIGATION (Significant exposure to litigation pursuant to Section 54956.9(d)(2)):

Number of cases: one

3. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

City designated representatives: Garrett Evans, Stacy Shell

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

Unrepresented employees: Management Group; Senior Executive

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

4. Women's History Month

CITY MANAGER REPORTS/REMARKS

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

PUBLIC COMMENTS

See Public Advisory.

COMMITTEE REPORTS

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

CONVENE HOUSING AUTHORITY

CONSIDERATION

5. Adoption of a Housing Authority Resolution Amending the Fiscal Year 2020-21 Budget Based on Year-End Revenue and Expenditure Projections

Staff has completed a Mid-Year Review of the Fiscal Year 2020-21 budget and has determined that budget adjustments are necessary to meet year-end projections.

CONSENT CALENDAR

6. Minutes of February 16, 2021
7. Adoption of a Housing Authority Minute Order Approving an Annual Report Pursuant to SB 341

The Housing Authority of the City of Pittsburgh (Housing Authority) has reviewed and considered the Housing Successor Agency's annual report regarding housing activities through June 30, 2020 (Report).

HOUSING AUTHORITY MEMBER REMARKS

ADJOURNMENT OF THE HOUSING AUTHORITY to April 19, 2021

CITY COUNCIL MEETING

PUBLIC HEARING

8. Adoption of City Council Resolutions Forming Community Facilities District No. 2021-1 (Tuscany Meadows) and Conducting the CFD Election, and Introduction and Waiver of First Reading of an Ordinance Levying the Special Tax in the CFD

In accordance with the terms of the Development Agreement between the City of Pittsburgh and SEECON Built Homes, Inc. (the Developer) for the Tuscany Meadows Development project, the City agreed to assist the Developer with the financing of certain public facilities to be built by the Developer via formation of a community facilities district under the Mello-Roos Community Facilities Act of 1982 (the "Act"). To that end, the Developer has requested the formation of the "City of Pittsburgh Community Facilities District No. 2021-1 (Tuscany Meadows)"

(the CFD) to finance the costs of certain public improvements related to its development of this property. On February 1, 2021, the City Council adopted resolutions that set forth the details of the proposed financing of public facilities via levy of a special tax within the CFD, approved the boundary map for the CFD, requested the preparation of a CFD formation hearing report, and set a public hearing on the proposal for March 15, 2021. The second set of legislative actions can be accomplished by the City Council on March 15, 2021, including (1) holding a public hearing, (2) forming the CFD, (3) declaring the necessity of incurring debt for the CFD, (4) calling a special landowner election within the CFD, (5) declaring the results of the special landowner election, and (6) if the election is successful, introducing an Ordinance levying the special tax within the boundary of the CFD.

CONSIDERATION

9. Adoption of a City Council Resolution Accepting the General Plan Annual Progress Report for Calendar Year 2020

The City is required to prepare a General Plan Annual Progress Report (APR) for submittal to the Planning Commission, City Council, Governor's Office of Planning and Research (OPR), and State Housing and Community Development Department (HCD). The purpose of the APR is to provide a progress report on the current General Plan's implementation status. The APR is also intended to provide the City Council with an opportunity to identify any General Plan modifications that may be necessary to improve its implementation and effectiveness.

10. Adoption of a City Council Resolution of Intent to Establish an Enhanced Infrastructure Financing District and Public Financing Authority

Assembly Bill 313 authorized local governments entities to form Enhanced Infrastructure Financing Districts (EIFDs) as a financing mechanism for revitalizing certain areas of the community. Adopting a Resolution of Intention is the first official step in the process of forming an EIFD and establishing the Public Financing Authority (PFA) which would have oversight of the district. If adopted, the Resolution of Intent would not obligate the City to move forward with formation of an EIFD.

11. Adoption by Minute Order of Updated City Council Member Committee Types for 2021

In accordance with the City of Pittsburg "Policy and Procedure for City Council" adopted by the City Council on September 4, 2001 by Resolution No. 01-9475, the Mayor and Vice-Mayor shall appoint individual Council Members to standing and ad hoc committees and such appointments shall be approved by the entire City Council at its first meeting following reorganization. The list was approved at the December 21, 2020 Council meeting. Staff subsequently reviewed the designation of each committee, whether standing or ad hoc, and recommends revising the designation for three committees.

CONFLICT OF INTEREST STATEMENT

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

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

12. Minutes of February 22, 2021 and March 1, 2021

13. 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 the City Council for approval each time any single MOU or compensation plan is brought to the City Council for approval.

14. Adoption of a City Council Resolution to Establish the 2021/2022 Annual Stormwater Utility Area Fee

Each year, the City Council establishes the amount of the Stormwater Utility Area fee paid by property owners to support drainage maintenance and other activities required by the federal Clean Water Act and the City's Joint Municipal permit for the National Pollutant Discharge Elimination System (NPDES) program. Staff recommends no change be made to the current fee, which is \$30.00 per Equivalent Runoff Unit (ERU). No increase is proposed.

15. Adoption of a City Council Resolution Approving a Lease Agreement between the City of Pittsburg and Pittsburg Community Theater

The City of Pittsburg is the owner of real property located at 2225 W. Leland Road known as Assessor Parcel Number 094-080-014 (Property). The City proposes to lease the maintenance building located on a portion of the Property (Premises) to the Pittsburg Community Theater (Tenant) and Tenant proposes to lease Premises from the City.

16. Adoption of an Ordinance Approving a Zoning Map Amendment for an Approximately Three-Acre Site Located Along Frontage Road, AP-20-1544 (GP, RZ)

On March 1, 2021, the City Council held a public hearing on a request to adopt a negative declaration and approve a general plan amendment and the rezoning of a City-owned undeveloped parcel and an unmapped portion of an abandoned right-of-way to 'Community Commercial' and CC (Community Commercial) District, respectively. After closing the public hearing, the Council adopted Resolution No. 21-13908 adopting a negative declaration and approving a

General Plan map amendment, and introduced and waived further reading of Ordinance No 21-1486, approving a zoning map amendment. The ordinance is now ready for City Council adoption.

17. Adoption of Two City Council Ordinances Amending Prezoning Designations, Including Approval of a Master Plan, and Approving a Development Agreement for the Faria/Southwest Hills Annexation Project, AP-10-717 (GP, RZ, DA, ANNEX)

On February 22, 2021, the City Council adopted Resolutions 13905 through 13907 certifying a Final Environmental Impact Report; approving CEQA Findings; adopting a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program; approving General Plan mapping and text amendments; and initiating annexation proceedings for the Faria/Southwest Hills Annexation Project. The City Council also introduced and waived further reading of two ordinances amending the prezoning designations, adopting a master plan, and approving a development agreement for the proposed project. The project site is located in the hills southwest of the existing city limits and is commonly known as the Faria property. APN's 091-040-002, 092-010-002 & -006, 092-020-002 & -003, 092-040-008, 092-050-002, and a portion of 092-030-012.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

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

COUNCIL MEMBER REMARKS

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

ADJOURNMENT to April 5, 2021

NOTICE TO PUBLIC

GENERAL INFORMATION

Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except City holidays). The full packets are also located on the City's website at www.ci.pittsburg.ca.us. If any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports or documents will be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

SPEAKER'S CARD

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

PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

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

DISRUPTIVE CONDUCT

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

LIVE MEDIA BROADCASTING ADVISEMENT

City Council meetings are webcast live on the City's website at www.ci.pittsburg.ca.us on the Streaming Media page. Past meetings are also archived on that webpage. City Council meetings are also broadcast live on CCTV, Channel 24 also re-run at a later date. For more information, please contact the City Clerk's office at 252-4850.

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

Updated February 1, 2021

<u>OUTSIDE AGENCY BOARDS</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
ABAG	Merl Craft / Holland White Alternate	Standing	Annual	G. Evans
Delta Diablo**	Juan Banales / Shanelle Scales-Preston Alt.	Standing	2 nd Wednesday	R. Abono
East Co. Co. County Habitat Conservancy	Juan Banales / Jelani Killings Alternate	Standing	Monthly	K. Pollot
East County Water Management	Juan Banales / Jelani Killings Alternate	Standing	Annual	R. Abono
MCE Clean Energy Board	Shanelle Scales-Preston / Holland White Alt.	Standing	4 Per Year	D. Buchanan
TRANSPLAN / ECCRFFA	Holland White / Juan Banales Alternate	Standing	2 nd Thursday	J. Hecht
Tri-Delta Transit (2 reps)***	S. Scales-Preston & Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	J. Hecht
<u>LIAISON TO</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
East Bay League of Calif. Cities	Shanelle Scales-Preston / Merl Craft Alt.	Standing	3 rd Thursday	*Rotational
Mayor's Conference	Merl Craft / Holland White Alt.	Standing	1 st Thursday	G. Evans
School Districts Committee (2x2)	Merl Craft & Holland White / Shanelle Scales-Preston Alt.	Standing	4 th Thursday even months	G. Evans
<u>SUBCOMMITTEES</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
CAC CDBG Subcommittee	S. Scales-Preston & Jelani Killings / Holland White Alt.	Standing	As needed	M. Aliotti
City Council Policy and Procedures Review	Juan Banales & Merl Craft	Ad Hoc	As needed	G. Evans
City Infrastructure and Transportation	Holland White & Juan Banales / S. Scales-Preston Alt.	Standing	Ad needed	G. Evans
Community Services Subcommittee	Merl Craft & Shanelle Scales-Preston / Juan Banales Alt.	Standing	As needed	G. Evans
Constituent Management Services	S. Scales-Preston & Juan Banales / Holland White Alt.	Ad Hoc	As needed	G. Evans
Government Performance Subcommittee	Holland White & Juan Banales	Ad Hoc	As needed	G. Evans
Hills Committee	Juan Banales & Jelani Killings / Merl Craft Alt.	Ad Hoc	As needed	G. Evans
Pittsburg Recognition Committee	Merl Craft / Juan Banales Alt.	Ad Hoc	As needed	J. Hecht
Economic Develop/Waterfront Subcommittee	Jelani Killings & Holland White / Juan Banales Alt.	Standing	Quarterly	J. Davis
Finance Subcommittee	Juan Banales & Holland White / Jelani Killings Alt.	Standing	As needed	FINANCE
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 / Juan Banales Alt.	Standing	As needed	D. Buchanan
Public Safety Subcommittee	Holland White & Shanelle Scales-Preston	Standing	As needed	B. Addington
Sister City Committee	Jelani Killings & Merl Craft / Holland White Alt.	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 \$209 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	2 nd and 4 th Tuesdays
Community Advisory Commission	1 st Wednesday

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

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

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
65 Civic Avenue • Pittsburg, California 94565

PROCLAMATION

*WOMEN'S HISTORY MONTH
MARCH 2021*

"Valiant Women of the Vote: Refusing to Be Silenced"

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our City in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the City by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women have played a unique role throughout the history of the City by providing the majority of the volunteer labor force of the City; and

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our City; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and as leaders in the forefront of every major progressive social change movement, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, the City of Pittsburg would further like to recognize March 2021 as the 101st Anniversary of ratification of the 19th Amendment to the U.S. Constitution which granted women's suffrage.

NOW, THEREFORE, BE IT RESOLVED, I, Merl Craft, Mayor of the City of Pittsburg, California, on behalf of the entire City Council, hereby proclaim March 2021 as "Women's History Month" and encourage all residents of the City of Pittsburg to participate in ceremonies and events to commemorate and honor women for their countless contributions to our community.



Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

March 15, 2021



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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Housing Authority Resolution Amending the Fiscal Year 2020-21 Budget Based on Year-End Revenue and Expenditure Projections

MEETING DATE: March 15, 2021

EXECUTIVE SUMMARY

Staff has completed a Mid-Year Review of the Fiscal Year 2020-21 budget and has determined that budget adjustments are necessary to meet year-end projections.

FISCAL IMPACT

The proposed amendments to the Housing Authority of the City of Pittsburg Budget for Fiscal Year 2020- 21 include an increase of \$58,196 in revenue appropriations and an increase of \$228,484 in expenditure appropriations.

RECOMMENDATION

The Governing Board of the Housing Authority adopt this Resolution amending the Fiscal Year 2020-21 Budget based on year-end revenue and expenditure projections.

BACKGROUND

The Fiscal Year 2020-21 Budget was approved by the Housing Authority Board on June 29, 2020. The Budget was developed based upon information available at that time regarding anticipated revenue and expenditures for the period from July 1, 2020 through June 30, 2021. At the completion of the mid-point of the fiscal year, staff reviewed the status of the Housing Authority budget to identify any adjustments required to revenue projections or expenditure appropriations.

SUBCOMMITTEE FINDINGS

The proposed amendments to the Housing Authority Budget were not discussed in a subcommittee.

STAFF ANALYSIS

The table below provides an overview of projected Housing Authority revenue and expenditures for the 2020-21 fiscal year.

Housing Authority - Section 8 (Fund 241)				
Fiscal Year 2020-21				
	FY 2020-21 Budget	Actual as of February 25, 2021	FY 2020-21 Projected	Proposed Adjustment
Revenue				
HUD Housing Authority	17,004,734	9,667,746	17,060,272	55,538
HUD Administrative Fees	1,264,342	618,039	1,132,000	(132,342)
Other Service Charges	200,000	38,919	55,000	(145,000)
Rental Income	114,235	63,611	114,235	-
CARES Act Funding	-	77,572	280,000	280,000
TOTAL REVENUE	\$ 18,583,311	\$ 10,465,887	\$18,641,507	\$ 58,196
Expenditures				
Salaries and Benefits	974,733	587,118	1,003,187	28,454
Supplies	14,580	15,793	36,650	22,070
Utilities	18,115	10,693	18,615	500
Building Rental	24,225	16,425	28,500	4,275
Housing Assistance Payments	14,964,166	8,707,361	14,825,770	(138,396)
Veterans Affairs Supportive Housing Assistance Payments	2,070,568	1,437,065	2,234,502	163,934
Maintenance Agreements	39,100	34,160	39,100	-
Other Contractual & Professional Services	15,000	30,849	106,243	91,243
Administrative Overhead	128,986	97,678	163,986	35,000
Insurance Allocation Charges	35,538	23,692	35,538	-
Fleet Maintenance Allocation Charges	6,783	4,569	6,783	-
Building Maintenance Allocation Charges	37,753	25,169	37,753	-
Information Systems Allocation Charges	28,456	18,971	28,456	-
Other Expenses	30,165	34,866	51,569	21,404
Transfers Out	18,680	12,453	18,680	-
TOTAL EXPENDITURES	\$ 18,406,848	\$ 11,056,862	\$ 18,635,332	\$ 228,484
Measure M Revenue Restricted for City Council Consideration				
OPERATING SURPLUS/ (SHORTFALL)	\$ 176,463	\$ (590,975)	\$ 6,175	

Revenue

The Fiscal Year 2020-21 Budget projected revenue of \$18,583,311 to the Housing Authority's Section 8 fund. As of February 25, 2021, \$10,465,887 or 56.3% of the annual budgeted revenue had been received. It is projected that revenue will exceed the budgeted amount by \$58,196 this fiscal year due to the receipt of \$280,000 of CARES Act funding which more than offset reductions in HUD administrative fees and other service charge revenue.

Expenditures

Expenditure appropriations for Fiscal Year 2020-21 totaled \$18,406,848. As of February 25, 2021, \$11,056,862 (60.1%) of the budget had been expended. Staff has projected that expenditures this fiscal year will total \$18,635,332, or \$228,484 over the budgeted amount. This anticipated increase is primarily due to the expenditure of the CARES Act funding received.

Fund Balance

The adopted budget assumed an operating surplus (revenues exceeding expenditures) of \$176,463. The proposed budget adjustments will reduce that projected operating surplus to \$6,175.

ATTACHMENTS: Resolution

Report Prepared By: Emily Boyd, Interim Director of Finance

BEFORE THE GOVERNING BOARD OF THE HOUSING AUTHORITY

In the Matter of:

Adoption of a Housing Authority Resolution)
Amending the Fiscal Year 2020-21 Budget) RESOLUTION NO. 21-
Based on Year-End Revenue and Expenditure)
Projections)

The Governing Board of the Housing Authority Board of the City of Pittsburgh FINDS AND DETERMINES as follows:

WHEREAS, on June 29, 2020 the Governing Board of the Housing Authority of the City of Pittsburgh, adopted the Fiscal Year 2020-21 Budget (Resolution No. 20-333); and

WHEREAS, the City prepares and adopts the Housing Authority Budget with the intent of providing a planned program for services and a financial system to carry out the planned program of services; and

WHEREAS, staff has completed the mid-year review of the Fiscal Year 2020-21 Budget: and

WHEREAS, it has been determined that budget adjustments are necessary to align year-end estimates with budgets; and

WHEREAS, staff recommends a \$58,196 increase to budgeted revenue and a \$228,484 increase in expenditure appropriations in the Housing Authority Section 8 Fund, resulting in a decrease to fund balance in the amount of \$170,288.

NOW, THEREFORE, the Governing Board of the Housing Authority Board of the City of Pittsburgh DOES RESOLVE as follows:

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

Section 2. Those funds are hereby and shall be appropriated with an increase in revenue of \$58,196 and an increase in expenditure appropriations of \$228,484 resulting in a reduction to fund balance of \$170,288.

Section 3. That the Finance Director or his/her designee is hereby authorized to approve payment of goods and services received by the Housing Authority of the City of Pittsburgh in accordance with the approved budget, programs and policies.

Section 4. This resolution shall take effect immediately upon adoption.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Chair

ATTEST:

Alice E. Evenson, Executive Secretary

**CITY OF PITTSBURG
HOUSING AUTHORITY MEETING MINUTES**

DATE: February 16, 2021

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

CITY COUNCIL.AGENCY MEMBERS

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

APPOINTED OFFICIALS

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

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

CALL TO ORDER

Chair Craft called the meeting of the Housing Authority to order at 8:00 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, California.

ROLL CALL

Member Banales was absent and excused.

CONSENT

On motion by Member Floyd, seconded by Member Herring to adopt and carried by the following vote:

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

7. Minutes of September 21, 2020

8. Disbursement Lists of August 31, 2020, September 30, 2020, October 31, 2020, November 30, 2020, and December 31, 2020
9. Adoption of a Housing Authority Resolution Approving the 2021 Utility Allowance Schedule

HOUSING AUTHORITY MEMBER REMARKS

There were no Housing Authority Member remarks.

ADJOURNMENT

The Housing Authority was adjourned at 8:02 P.M.

Respectfully submitted,

Alice E. Evenson, Secretary



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

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Housing Authority Minute Order Approving an Annual Report Pursuant to SB 341

MEETING DATE: March 15, 2021

EXECUTIVE SUMMARY

The Housing Authority of the City of Pittsburg has reviewed and considered the Housing Successor Agency's annual report regarding housing activities through June 30, 2020 (Report).

FISCAL IMPACT

There is no fiscal impact in approving the Report. The Report provides a snapshot of housing activities that have occurred during a specified period.

RECOMMENDATION

Staff recommends that the Governing Board of the Housing Authority approve the Report.

BACKGROUND

The Redevelopment Agency of the City of Pittsburg is a redevelopment agency formed, existing and exercising its powers pursuant to California Community Redevelopment Law Health and Safety Code Section 33000 et seq. (CRL). Pursuant to authority granted under the CRL, the Agency has the responsibility to implement the redevelopment plan established by the Community Development Plan for the Los Medanos Community Development Project by Ordinance No. 93-1063, adopted by the City Council on June 7, 1993 (as subsequently amended and restated by Resolution 07-1221 and as may be further amended from time to time).

On June 29, 2011, the Governor signed into law ABX1 26, 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 (Dissolution Date). The Dissolution Act provides that prior to the Dissolution Date, the City may elect to assume the

assets and responsibilities for the housing functions previously performed by the Agency or by default the housing functions will be transferred to the local housing authority.

On January 17, 2012, by City Resolution 12-11753 and Housing Authority Resolution 12-261, the City elected to transfer, and the Housing Authority elected to assume all the rights, responsibilities, and functions related to housing previously performed by the Agency to the Housing Authority.

On October 13, 2013, SB 341 was approved by the Governor and filed with the Secretary of State. SB 341 amended Health and Safety Code 34176 and changed the former annual report due from the Agency to both the State Controller and Department of Housing and Community Development (HCD).

SUBCOMMITTEE FINDINGS

The Report was not discussed in a subcommittee.

STAFF ANALYSIS

The Housing Authority will file the Report and any supporting documents, if applicable, as an addendum to the City's Annual Progress Report filed by the Planning Department. Upon receiving Housing Authority Governing Board approval and once this Minute Order has been certified by the Agency Secretary, the Report will be submitted to HCD on or before April 1, 2021.

ATTACHMENTS: Report

Report Prepared By: Maria M. Aliotti, Interim Deputy City Manager/Director of Community Services

**THE SUCCESSOR AGENCY FOR THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG
ANNUAL REPORT ON LMIHAF PURSUANT TO SB 341
FOR FISCAL YEAR: July 1, 2019-June 30, 2020**

1 Amount deposited into LMIHAF: \$ 445,266.75

Amount deposited listed on ROPS: \$ -

Description of the Deposit

2 Balance of LMIHAF: \$ 3,671,400.03

Balance listed on ROPS: \$ -

Description of the Balance

3 Description of expenditures by category for:

Monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered into by the redevelopment agency, housing successor agency, and activities described in paragraphs (2) and (3) of subdivision (a).

\$ -

Homeless prevention and rapid rehousing services for the development of housing described in paragraph (2) of subdivision (a).

Development of housing pursuant to paragraph (3) of subdivision (a).

\$ -

4 As described in paragraph 1 of subdivision (a):

Statutory value of real property owned by the housing successor.

\$ 1,975,021.46

Value of loans and grants receivables.

\$ 32,176,275.85

Total

\$ 34,151,297.31

Description of any transfers made pursuant to paragraph (2) of subdivision (c) in the previous fiscal year and, if still unencumbered, in earlier fiscal years and a description of and status update of any project for which transferred funds have been or will be expended if that project has not yet been placed in services.

5

Name and Description	Address	Transferred To	Value

Description of any project for which the housing successor receives or holds property tax revenue pursuant to the ROPS and status of that project.

6

Project Name and Description	Address	Amount Received
NA		



**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 City Council Resolutions Forming Community Facilities District No. 2021-1 (Tuscany Meadows) and Conducting the CFD Election, and Introduction and Waiver of First Reading of an Ordinance Levying the Special Tax in the CFD

MEETING DATE: March 15, 2021

EXECUTIVE SUMMARY

In accordance with the terms of the Development Agreement between the City of Pittsburg and SEECOM Built Homes, Inc. (the "Developer") for the Tuscany Meadows Development project, the City agreed to assist the Developer with the financing of certain public facilities to be built by the Developer via formation of a community facilities district under the Mello-Roos Community Facilities Act of 1982 (the "Act"). To that end, the Developer has requested the formation of the "City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows)" (the "CFD") to finance the costs of certain public improvements related to its development of this property. On February 1, 2021, the City Council adopted resolutions that set forth the details of the proposed financing of public facilities via levy of a special tax within the CFD, approved the boundary map for the CFD, requested the preparation of a CFD formation hearing report, and set a public hearing on the proposal for March 15, 2021.

The second set of legislative actions can be accomplished by the City Council on March 15, 2021, including (1) holding a public hearing, (2) forming the CFD, (3) declaring the necessity of incurring debt for the CFD, (4) calling a special landowner election within the CFD, (5) declaring the results of the special landowner election, and (6) if the election is successful, introducing an Ordinance levying the special tax within the boundary of the CFD.

FISCAL IMPACT

There is no General Fund impact from either the formation of the CFD or the potential future issuance of any bonds for the CFD.

The cost associated with the formation of the CFD will be paid from an upfront deposit previously collected by the City from the Developer. The cost of paying debt payments on any future bond financing for the public facilities or paying for the public facilities on a pay-

as-you-go basis, shall be paid through the CFD special tax that will be levied on taxable residential (and non-residential, if any) properties within the proposed boundaries of the CFD. This tax will be placed on the County tax roll each year. Pursuant to State law, the special tax levied to pay for the facilities and associated costs of the CFD must be maintained in a separate fund and cannot be included in the City's General Fund. In addition, all costs of public facilities reimbursed to the Developer by the City from CFD funds must be submitted to the City Engineer for review and approval prior to reimbursement.

RECOMMENDATION

It is recommended that the City Council take the following actions with respect to the CFD:

1. Conduct the public hearing.
2. Adopt the Resolution of Formation.
3. Adopt the Resolution Deeming it Necessary to Incur Bonded Indebtedness in an amount not to exceed \$46,000,000.
4. Adopt the Resolution Calling Special Mailed Ballot Election.
5. Adopt the Resolution Declaring the Results of the Special Mailed Ballot Election.
6. If the Results of the Election are Favorable, Introduce and Waive the First Reading of an Ordinance Levying the Special Tax in the CFD.

BACKGROUND

On February 1, 2021, the City Council initiated the proceedings to form the CFD by adopting its Resolution of Intention and its Resolution to Incur Bonded Indebtedness. Those resolutions set forth the proposed public facilities to be financed, the proposed rate and method of apportionment of the special tax, and the proposed amount of bonds (not to exceed \$46 million) to be authorized (collectively, the "Proposal"). The resolutions also set a public hearing on the Proposal for the Council's March 15, 2021 meeting.

The Council is to conduct the public hearing to hear from all interested persons. At the close of the public hearing, if there is no majority protest by landowners residing within the boundary of the proposed CFD, the Council may consider two resolutions that would form the CFD and be the authoritative statement of the Proposal. These are the Resolution of Formation and the Resolution Deeming it Necessary to Incur Bonded Indebtedness.

Even with the adoption of those resolutions, in order for the Council to implement the Proposal, the Proposal must be approved by a two-thirds vote of the qualified electors within the CFD. The Act provides that unless a CFD contains at least 12 registered voters for the entire 90 days prior to the public hearing, the qualified electors are the owners of the property that would be subject to the special tax. This CFD has no registered voters for at least part of the 90 days preceding the public hearing, as established by a certificate of the Developer to be presented to the meeting. The Developer has submitted plans for development of the first phase of the project (95 single family homes) and will be the sole initial landowner within the CFD boundary (planned for 917 single family homes). Thus, the Developer is the sole qualified elector.

The Act provides that the election process can be expedited, and the election conducted immediately, with the written approval of 100% of the qualified electors. Once the election has been completed, the results will be reported to the Council, and depending on the results, further Council actions will be proposed.

The Community Facilities District Report requested in the resolutions adopted on February 1, 2021 has been prepared and is on file. As required by the Act, it sets forth a description of the public facilities proposed to be financed through the CFD, an estimate of the cost of these public facilities and the proposed boundaries of the CFD. The authorized public facilities consists of various public infrastructure improvements such as street improvements, street lighting, public landscaping, traffic signals, sound walls, joint utility mains, storm drains, water facilities, sewer facilities, etc.

SUBCOMMITTEE FINDINGS

This item was not presented at a subcommittee.

STAFF ANALYSIS

Staff has retained Special Tax Consultant, Goodwin Consulting Group, to develop the methodology for the special tax that will be levied on taxable residential (and non-residential, if any) properties within the CFD and to determine the maximum bond sizing for the CFD. Goodwin Consulting Group is a firm that specializes in the formation, administration, and special tax rate calculation for community facilities districts. The developed property rates have been set at \$1,500 per single family detached unit and \$15,384 per acre of other land uses. The undeveloped property rate has been set at \$15,384 per acre.

Based on the recommended special tax rates and current bond interest rates, the maximum amount of the proposed bonded indebtedness for the CFD is \$46,000,000. It is possible interest rates may decrease or that bonds will be issued sequentially over the next decade as development occurs, and hence a conservative, not to exceed bond amount of \$46,000,000 has been proposed. It is also possible that bonds are never issued in the future, and the Developer is reimbursed for its costs of public facilities acquired by the City via the special tax collections on a “pay-as-you-go” basis.

Currently, the Developer anticipates constructing 917 single-family detached homes on the property within the CFD. The estimated maximum amount of money raised annually by the Special Tax levy is expected to be \$1,375,000 per year for Fiscal Year 2020-21 (assuming full build-out of the land in the CFD), and subject to escalation of 2% per year on July 1, 2021 and each July 1 thereafter. The Special Tax will be levied at the rates and for the duration set forth in the Rate and Method of Apportionment of Special Taxes for the CFD, which is part of the Proposal and included within the Resolution of Formation.

There is no General Fund impact from either the formation of the CFD or the potential future issuance of any bonds for the CFD. Only taxable property within the boundaries of the CFD would be subject to the special tax levied within the CFD to pay for authorized public facilities on a pay-as-you-go basis or to pay debt service on bonds issued to pay for authorized public facilities.

ATTACHMENTS:

Resolution to Form CFD No. 2021-1

Exhibit A Rate and Method of Apportionment of Special Tax

Exhibit B List of Authorized Facilities

Resolution Determining Necessity to Incur Bonded Indebtedness for CFD 2021-1

Resolution Calling Special Election in and for CFD No. 2021-1

Exhibit A Form of Ballot

Resolution Declaring Results of Special Election in and for CFD No. 2021-1

Exhibit A Canvass and Statement of Result of Election

Ordinance Levying Special Taxes within CFD No. 2021-1 (INTRODUCTION ONLY)

Community Facilities District Report

Report Prepared By: Jolan Longway

Clean Water Program Coordinator

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution to form the City of Pittsburg	)	RESOLUTION NO. 21-
Community Facilities District No. 2021-1	)	
(Tuscany Meadows), and to Levy a Special	)	
Tax Therein to Finance Certain Public	)	
Facilities	)	

The City Council of the City of Pittsburg FINDS AND DETERMINES as follows:

WHEREAS, on February 1, 2021, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"), this City Council adopted a resolution titled "A Resolution of Intention to Form the City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows), and to Levy a Special Tax Therein to Finance Certain Public Facilities" (the "Resolution of Intention"), stating its intention to form "City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows)" (the "CFD"); and

WHEREAS, the Resolution of Intention, incorporating a map of the proposed boundaries of the CFD and stating the public facilities to be provided, the cost of providing such facilities, and the rate and method of apportionment of the special tax to be levied within the CFD to pay the principal and interest on bonds proposed to be issued with respect to the CFD, the cost of the facilities, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein; and

WHEREAS, on this date, this City Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD; and

WHEREAS, at the hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD, the facilities to be provided therein, and the levy of said special tax were heard and a full and fair hearing was held; and

WHEREAS, at the hearing evidence was presented to this City Council on said matters before it, including a CFD hearing report (the "Report") which City staff caused to be prepared as to the facilities to be provided through the CFD and the costs thereof, a copy of which is on file with the City Clerk, and this City Council at the conclusion of said hearing is fully advised in the premises; and

WHEREAS, the special tax proposed to be levied in the CFD to pay for the proposed facilities to be provided therein, as set forth in the formula in Exhibit A hereto, has not been eliminated by protest by fifty percent (50%) or more of the registered voters

residing within the territory of the CFD or the owners of one-half (1/2) or more of the area of land within the CFD not exempt from the special tax.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The proposed special tax to be levied within the CFD has not been precluded by majority protest pursuant to section 53324 of the Act.

Section 3. All prior proceedings taken by this City Council in connection with the establishment of the CFD and the levy of the special tax have been duly considered and are hereby found and determined to be valid and in conformity with the Act.

Section 4. The community facilities district designated "City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows)" is hereby established pursuant to the Act.

Section 5. The boundaries of the CFD, as set forth in the map of the CFD heretofore on February 24, 2021 at 1:05 o'clock p.m., in Book 88 of Maps of Assessment and Community Facilities Districts at Page 45, as Document No. 2021-0056870 in the office of the County Recorder for the County of Contra Costa, State of California, are hereby approved, are incorporated herein by reference and shall be the boundaries of the CFD.

Section 6. The type of public facilities proposed to be financed by the CFD pursuant to the Act shall consist of those items listed as facilities in Exhibit B hereto and by this reference incorporated herein (the "Facilities").

Section 7. Except to the extent that funds are otherwise available to the CFD to pay for the Facilities, and/or the principal and interest as it becomes due on bonds issued by the City for the CFD to construct and/or acquire the Facilities, a special tax (the "Special Tax") sufficient to pay the costs thereof, secured by recordation of a continuing lien against all non-exempt real property in the CFD, will be levied annually within the CFD, and collected in the same manner as ordinary *ad valorem* property taxes, or in such other manner as the City Council or its designee shall determine, including direct billing of the affected property owners. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD, in sufficient detail to allow each landowner within the CFD to estimate the maximum amount such owner will have to pay and the length of time such amount may be levied, are described in the Rate and Method of Apportionment of Special Tax attached hereto as Exhibit A hereto and hereby incorporated herein (the "Rate and Method"), provided that under no circumstances will the Special Tax levied in any fiscal year against any parcel used for private residential purposes be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the district by more than 10% above the

amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults.

Except as may otherwise be provided by law or by the Rate and Method, all lands owned by any public entity, including the United States, the State of California and the City, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax. In the event that a portion of the property within the CFD shall become for any reason exempt, wholly or in part, from the levy of the Special Tax, the City Council will, on behalf of the CFD, increase the levy to the extent necessary upon the remaining property within the CFD which is not exempt in order to yield the required debt service payments and other annual expenses of the CFD, if any, subject to the provisions of the Rate and Method. It is anticipated that the Special Tax will be billed as a separate line item on the regular property tax bill. However, the City Council reserves the right, under Section 53340 of the Act, to utilize any method of collecting the Special Tax which it shall, from time to time, determine to be in the best interests of the City, including, but not limited to, direct billing by the City to the property owners and supplemental billing.

The City Council hereby finds that the provisions of Sections 53313.6, 53313.7 and 53313.9 of the Act (relating to adjustments to *ad valorem* property taxes and schools financed by a community facilities district) are inapplicable to the proposed CFD.

The Special Tax shall not be levied in the CFD after the fiscal year specified in the Rate and Method, except that a Special Tax that was lawfully levied in or before the final tax year and that remains delinquent may be collected in subsequent years. Under no circumstances shall the Special Tax levied against any parcel in the CFD used for private residential purposes be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the CFD by more than 10 percent.

Section 8. It is hereby found and determined that the Facilities are necessary to meet increased demands placed upon local agencies as the result of development occurring in the CFD.

Section 9. The Finance Director of the City, 65 Civic Avenue, Pittsburg, CA, (925) 252-4848, is the officer of the City who will be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and who will be responsible for estimating future special tax levies pursuant to the Act.

Section 10. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code of California, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the tax by the City ceases.

Section 11. In accordance with the Act, the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of

the CFD is hereby preliminarily established at \$46,000,000, and said appropriations limit shall be submitted to the qualified electors of the CFD as hereafter provided. The proposition establishing said annual appropriations limit shall become effective if approved by the qualified electors voting thereon and shall be adjusted in accordance with the applicable provisions of the Act.

Section 12. Pursuant to the provisions of the Act, the proposition of the levy of the Special Tax and the proposition of the establishment of the appropriations limit specified above shall be submitted to the qualified electors of the CFD at an election. The time, place and conditions of the election shall be as specified by a separate resolution of the City Council.

Section 13. Section 53314.9 of the Act provides that, either before or after formation of the CFD, the City may accept work in-kind from any source, including, but not limited to, private persons or private entities, may provide, by resolution, for the use of that work in-kind for any authorized purpose and the City Council may enter into an agreement (an "Acquisition Agreement") with the person or entity advancing the work in-kind, to reimburse the person or entity for the value, or cost, whichever is less, of the work in-kind, with or without interest, under the conditions specified in the Act. Any work in-kind must be performed or constructed as if the work had been performed or constructed under the direction and supervision, or under the authority of, the City. The City Manager, the Finance Director and the designee of either such officer is authorized to enter into an Acquisition Agreement in such form as such bond counsel to the City and such officer deem appropriate.

Section 14. This resolution shall take effect upon its adoption.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

**CITY OF PITTSBURG
COMMUNITY FACILITIES DISTRICT NO.
2021-1 (TUSCANY MEADOWS)**

**RATE AND METHOD OF APPORTIONMENT OF
SPECIAL TAX**

A Special Tax applicable to each Assessor's Parcel in the City of Pittsburgh Community Facilities District No. 2021-1 (Tuscany Meadows) shall be levied and collected according to the tax liability determined by the City Council acting in its capacity as the legislative body of the CFD, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section G below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate Rate and Method of Apportionment is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“Accessory Dwelling Unit” means an Accessory Dwelling Unit as defined by the City's Municipal Code.

“Acre” or “Acreage” means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded at the County Recorder's Office.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, of Title 5 of the Government Code of the State of California.

“Administrative Expenses” means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City in carrying out its duties with respect to the CFD and the Bonds, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its counsel, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Tax, costs associated with appeals or requests for interpretation associated with the Special Tax and this RMA, amounts needed to pay rebate to the federal government with respect to Bonds, costs associated with complying with continuing disclosure requirements for the City and any major property owners or other obligated parties, costs associated with foreclosure and collection of delinquent Special Taxes, and all other costs and expenses of the City in any way related to the establishment or administration of the CFD.

“Administrator” shall mean the person or firm designated by the City to administer the Special Tax according to this RMA.

“Assessor's Parcel” or “Parcel” means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating Parcels by Assessor’s Parcel number.

“Authorized Facilities” means the public facilities authorized to be financed, in whole or in part, by the CFD.

“Base Special Tax” means, for any Special Tax Category, the applicable Special Tax initially identified in Table 1 of Section C, as may be adjusted pursuant to Section D.

“Bonds” means bonds or other debt (as defined in the Act), whether in one or more series, secured by the Special Tax and issued or assumed by the CFD to fund Authorized Facilities.

“Building Permit” means a permit that allows for vertical construction of a building or buildings, which shall not include a separate permit issued for construction of the foundation thereof.

“Capitalized Interest” means funds in any capitalized interest account available to pay debt service on Bonds.

“CFD” means the City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows).

“CFD Formation” means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

“City” means the City of Pittsburg.

“City Council” means the City Council of the City of Pittsburg.

“County” means the County of Contra Costa.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property that are not Taxable Owners Association Property or Taxable Public Property for which a Building Permit for new construction was issued prior to June 30 of the preceding Fiscal Year.

“Development Class” means, individually, Developed Property, Undeveloped Property, Taxable Owners Association Property, and Taxable Public Property.

“Exempt Multi-Family Property” means all Assessor’s Parcel(s) within the area designated as Exempt Multi-Family Property in Attachment 1 hereto.

“Expected Land Uses” means the number of Residential Units and the acreage of Non-Residential Property and Taxable Multi-Family Property expected within the CFD at CFD Formation, as identified in Attachments 1 and 2 of this RMA. Pursuant to Section D of this RMA, the Administrator shall update Attachment 2 each time there is a Land Use Change. Such update shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

“Expected Maximum Special Tax Revenues” means the aggregate Special Tax that can be levied based on application of the Base Special Tax to the Expected Land Uses. The Expected Maximum Special Tax Revenues at CFD Formation are shown in Attachment 2 and may be revised pursuant to Section D and H below.

“Final Map” means a final map, or portion thereof, approved by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq*) that creates SFD Lots. The term “Final Map” shall not include any large-lot subdivision map, Assessor’s Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor’s Parcels that are designated as remainder parcels.

“First Bond Sale” means issuance of the first series of Bonds secured, in whole or in part, by Special Taxes levied and collected from Parcels in the CFD.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Improvement Fund” means the account (regardless of its name) identified in the Indenture to hold funds that are available for expenditure to acquire or construct Authorized Facilities or to pay or reimburse eligible impact fees.

“Indenture” means the bond indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Land Use Change” means a proposed or approved change to the Expected Land Uses in the CFD after CFD Formation.

“Maximum Special Tax” means the greatest amount of Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Sections C and D below.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Developed Property for which Building Permits were issued for construction of a residential structure with five or more Residential Units that share a single Assessor’s Parcel, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

“Non-Residential Property” means, in any Fiscal Year, all Parcels of Developed Property within the CFD that are not Single Family Detached Property, Single Family Attached Property, Multi-Family Property, or Public Property, as defined herein.

“Owners Association” means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within the CFD.

“Owners Association Property” means any property within the boundaries of the CFD that is owned in fee or through easement by the Owners Association, not including any such property that is located directly under a residential structure.

“Proportionately” means, for each Development Class, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all parcels assigned to the Development Class.

“Public Property” means any property within the boundaries of the CFD that is owned by the County, federal government, State of California, or other public agency.

“Required Coverage” means the amount by which the Expected Maximum Special Tax Revenues must exceed the Bond debt service and priority Administrative Expenses (if any), as set forth in the Indenture, Certificate of Special Tax Consultant, or other formation or bond document that sets forth the minimum required debt service coverage.

“Residential Unit” means an SFD Unit, or an individual attached residential unit within a duplex, triplex, fourplex, townhome, or condominium structure. An Accessory Dwelling Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Residential Unit for purposes of this RMA.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a Building Permit has been or is permitted to be issued for construction of an SFD Unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved Tentative Map.

“SFD Unit” means a residential dwelling unit that does not share a common wall with another residential dwelling unit.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a Building Permit was issued for construction of a residential structure consisting of two or more Residential Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share a Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Residential Units are purchased and subsequently offered for rent by the owner), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a Building Permit was issued for construction of an SFD Unit.

“Special Tax” means a special tax levied in any Fiscal Year to pay the Special Tax Requirement.

“Special Tax Category” means one of the categories of land uses for which a Special Tax amount is set forth in Table 1 of Section C below.

“Special Tax Requirement” means the amount necessary in any Fiscal Year to: (i) pay principal and interest on Bonds that are due in the calendar year that begins in such Fiscal Year; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement, liquidity

support, and rebate payments on the Bonds; (iii) replenish reserve funds created for the Bonds under the Indenture to the extent such replenishment has not been included in the computation of the Special Tax Requirement in a previous Fiscal Year; (iv) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year; (v) pay Administrative Expenses; and (vi) pay directly for Authorized Facilities, so long as such levy under this clause (vi) does not increase the Special Tax levied on Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the definition of Special Tax Requirement may be reduced in any Fiscal Year by: (a) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against such costs pursuant to the Indenture; (b) in the sole and absolute discretion of the City, proceeds received by the CFD from the collection of penalties associated with delinquent Special Taxes; and (c) any other revenues available to pay such costs, each as determined in the sole discretion of the City.

“Taxable Multi-Family Property” means all Parcels of Multi-Family Property in the CFD that are not Exempt Multi-Family Property, as defined herein.

“Taxable Owners Association Property” means, in any Fiscal Year after the First Bond Sale, any Parcel of Owners Association Property that satisfies all three of the following conditions: (i) the Parcel had not been Owners Association Property on the date of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Owners Association Property as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Special Tax because it is Owners Association Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

“Taxable Property” means all of the Parcels within the boundaries of the CFD that are not exempt from the Special Tax pursuant to law or Section G below.

“Taxable Public Property” means in any Fiscal Year after the First Bond Sale, any Parcel of Public Property that satisfies all three of the following conditions: (i) the Parcel had not been Public Property on the date of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Public Property as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Special Tax because it is Public Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

“Tentative Map” means a tentative map or substantial conformance exhibit for property in the CFD, including any adjustments or amendments thereto.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property that are not Developed Property, as defined herein.

B. DATA FOR ADMINISTRATION OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall: (i) assign each Parcel of Taxable Property to the appropriate Development Class; (ii) for Developed Property, categorize each Parcel as Single Family Detached Property, Single Family Attached Property, Taxable Multi-Family Property,

Exempt Multi-Family Property, or Non-Residential Property; (iii) for Taxable Multi-Family Property and Non-Residential Property, determine the Acreage of each Parcel; and (iv) determine the Special Tax Requirement for the Fiscal Year. In addition, the Administrator shall, on an ongoing basis, monitor the Tentative Map, Final Maps, and Building Permits to determine if there are any proposed Land Use Changes that would change the Expected Maximum Special Tax Revenues. If the Expected Maximum Special Tax Revenues will be revised pursuant to a proposed Land Use Change, the Administrator shall apply the steps set forth in Section D below.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels is in a different Development Class than other Parcels created by the subdivision, the Administrator shall calculate the Special Taxes for the property affected by recordation of the parcel map by determining the Special Taxes that apply separately to the property within each Development Class, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAX

1. *Developed Property*

The Maximum Special Tax for a Parcel of Developed Property is the greater of: (i) the Base Special Tax set forth in Table 1 below, or (ii) the Maximum Special Tax determined pursuant to Section D.

A. Table 1
Base Special
Tax Developed
Property

Special Tax Category	Base Special Tax Fiscal Year 2020-21 *
Single Family Detached Property	\$1,500 per Residential Unit
Single Family Attached Property	\$1,500 per Residential Unit
Taxable Multi-Family Property	\$15,384 per Acre
Non-Residential Property	\$15,384 per Acre

* On July 1, 2021, and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

2. *Undeveloped Property, Taxable Owners Association Property, and Taxable Public Property*

The Maximum Special Tax for Undeveloped Property, Taxable Owners Association Property, and Taxable Public Property is \$15,384 per Acre for Fiscal Year 2020-21, which amount shall increase on July 1, 2021, and each July 1 thereafter by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

D. CHANGES TO THE MAXIMUM SPECIAL TAX

1. *Land Use Changes*

The Expected Maximum Special Tax Revenues shown in Attachment 2 were originally calculated based on the Expected Land Uses at CFD Formation. Attachment 2 is subject to modification upon the occurrence of Land Use Changes, as described below. The Administrator shall review all Land Use Changes and compare the revised land uses to the Expected Land Uses to evaluate the impact on the Expected Maximum Special Tax Revenues.

Prior to the First Bond Sale, if a Land Use Change is proposed or identified that will result in a change in the Expected Maximum Special Tax Revenues, no action will be needed pursuant to this Section D. Upon approval of the Land Use Change, the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues.

After the First Bond Sale, if a Land Use Change is proposed or identified, Steps 1 through 3 below must be applied:

Step 1: By reference to Attachment 2 (which shall be updated by the Administrator each time a Land Use Change has been processed according to this Section D or a partial prepayment has been made), the Administrator shall identify the Expected Maximum Special Tax Revenues prior to the Land Use Change.

Step 2: The Administrator shall calculate the Expected Maximum Special Tax Revenues that could be collected from Taxable Property in the CFD after the Land Use Change based on application of the Base Special Taxes from Table 1.

Step 3: If the revenues calculated in Step 2 are (i) higher than those determined in Step 1 or (ii) less than those calculated in Step 1, but the reduction in Expected Maximum Special Tax Revenues does not reduce debt service coverage on outstanding Bonds below Required Coverage, no further action is needed, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues.

If the revenues calculated in Step 2 are less than those calculated in Step 1, and the Administrator determines that the reduction in Expected Maximum Special Tax Revenues would reduce debt service coverage on outstanding Bonds below the Required Coverage, one of the following shall occur:

3.a. The landowner requesting the Land Use Change (the “Requesting Landowner”) may make a prepayment in an amount that will ensure that the reduced Expected Maximum Special Tax Revenues are sufficient to provide Required Coverage, as determined pursuant to Section H below. If the Requesting Landowner notifies the Administrator that he/she would like to remedy the reduction by making a prepayment, such prepayment must be made by the earlier of (i) 30 days from the date of delivery of the prepayment estimate or (ii) the date of issuance of any Building Permits for any Parcel

owned by the Requesting Landowner that was Undeveloped Property at the time the Administrator prepared the prepayment estimate, **or**

3.b. If a prepayment is not received by the due date specified above, the Base Special Tax used to determine the Maximum Special Tax for each Parcel of Taxable Property in the area affected by the Land Use Change shall be increased proportionately until the Expected Maximum Special Tax Revenues are sufficient to maintain Required Coverage.

Pursuant to this Section D.1, the Administrator may from time-to-time update Attachment 2 to reflect revised Expected Maximum Special Tax Revenues. Such update shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

If multiple Land Use Changes are proposed simultaneously by a single landowner (which may include approval of multiple Final Maps at one time), and the landowner requests that the impact of two or more of the Land Use Changes be considered together, the Administrator shall consider the combined effect of the Land Use Changes to determine if there is a reduction in Expected Maximum Special Tax Revenues. If there is a reduction that would reduce debt service coverage below the Required Coverage, and no prepayment has been received, then the Base Special Tax used to determine the Maximum Special Tax for each Parcel of Taxable Property in the areas affected by the Land Use Changes shall be increased proportionately until the aggregate amount that can be levied within such areas is equal to the amount that could have been levied prior to the proposed Land Use Changes. If Land Use Changes are proposed simultaneously by multiple landowners, or if an individual landowner proposing multiple Land Use Changes does not request that such Land Use Changes be considered together, the Administrator shall consider the proposed Land Use Changes individually.

Notwithstanding the foregoing, once a certificate of occupancy has been issued for a Residential Unit on a Parcel, the Maximum Special Tax for the Parcel cannot be increased because of subsequent Land Use Changes that may occur within the area in which the Parcel is located.

The duties imposed on the Administrator pursuant to this Section D to review Land Use Changes, and to review Final Maps and make certain calculations, are intended only to facilitate the administration of the Special Tax and to better assure the sufficiency of tax capacity to pay debt service on Bonds. Such duties are not intended to give any developer, subdivider, or owner of property the right to receive notice of the potential impact of Land Use Changes on the Special Tax applicable to a Parcel; and each developer, subdivider, or owner of property whose property is the subject of a Land Use Change shall be responsible for understanding the impact thereof on the Special Tax applicable to such property.

2. Partial Prepayments

If a Parcel makes a partial prepayment pursuant to Section H below, the Administrator shall recalculate the Maximum Special Tax for the Parcel pursuant to Section H.2. In addition, the Administrator shall update Attachment 2 to reflect the prepayment and the revised Expected Maximum Special Tax Revenues. Such update shall be maintained internally by the Administrator and shall not require recordation of an amended RMA. After the prepayment has been received, the application of Sections D, E, and H of this RMA shall be based on the adjusted Expected Maximum Special Tax Revenues after the prepayment.

3. *Conversion of a Parcel of Public Property to Private Use*

If, in any Fiscal Year, a Parcel of Public Property is converted to private use, such Parcel shall be subject to the levy of the Special Tax. The Maximum Special Tax for each such Parcel shall be determined based on the applicable Base Special Tax for the Parcel, as determined by the Administrator.

E. METHOD OF LEVY OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement to be collected in that Fiscal Year. A Special Tax shall then be levied according to the following steps:

- Step 1:** The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel of Developed Property until the amount levied is equal to the Special Tax Requirement prior to applying any Capitalized Interest that is available in the CFD accounts.
- Step 2:** If additional revenue is needed after Step 1, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel of Undeveloped Property until the amount levied is equal to the Special Tax Requirement.
- Step 3:** If additional revenue is needed after Step 2, the Special Tax shall be levied Proportionately on each Parcel of Taxable Owners Association Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Owners Association Property until the amount levied is equal to the Special Tax Requirement.
- Step 4:** If additional revenue is needed after Step 3, the Special Tax shall be levied Proportionately on each Parcel of Taxable Public Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Public Property until the amount levied is equal to the Special Tax Requirement.

F. MANNER OF COLLECTION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section H below and provided further that the City may: (i) directly bill the Special Tax, (ii) collect Special Taxes at a different time or in a different manner, (iii) strip delinquent Special Taxes off the tax roll to pursue collection, and (iv) may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected until principal and interest on Bonds have been repaid. However, in no event shall Special Taxes be levied after Fiscal Year 2060-61. Under no circumstances may the Special Tax on a Parcel of Developed Property in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the

Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

G. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied in any Fiscal Year on the following:

- (1) Public Property, except Taxable Public Property.
- (2) Owners Association Property, except Taxable Owners Association Property.
- (3) Exempt Multi-Family Property
- (4) Parcels owned by a public utility for an unmanned facility.
- (5) Parcels subject to an easement that precludes any other use on the Parcel.
- (6) Parcels that have fully prepaid the Special Tax obligation assigned to the Parcel pursuant to the formula set forth in Section H below.

H. PREPAYMENTS

The following definitions apply to this Section H:

“Outstanding Bonds” means all Previously Issued Bonds which remain outstanding, with the following exception: if a Special Tax has been levied against, or already paid by, an Assessor’s Parcel making a prepayment, and a portion of the Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

“Previously Issued Bonds” means all Bonds that have been issued prior to the date of prepayment.

“Public Facilities Requirement” means either \$22,925,000 in 2020 dollars, which shall increase on January 1, 2021, and on each January 1 thereafter by 2% of the amount in effect in the prior year, or such other number as shall be determined by the City as sufficient to fund improvements that are authorized to be funded by the CFD. The Public Facilities Requirement shown above may be adjusted each time property annexes into the CFD or there is an adjustment to the Expected Maximum Special Tax Revenues due to a Land Use Change; at no time shall the Public Facilities Requirement exceed the amount of public improvement costs that can be funded by the Expected Maximum Special Tax Revenues, as determined by the Administrator.

“Remaining Facilities Costs” means the Public Facilities Requirement minus public facility costs funded by Previously Issued Bonds, developer equity, and any other source of funding.

1. Full Prepayment

The Special Tax obligation applicable to a Parcel in the CFD may be prepaid and the obligation of the Parcel to pay the Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Parcel at the time of prepayment. An owner of a Parcel intending to prepay the Special Tax obligation shall provide the City with written notice of intent to prepay. Within 30 days of receipt of such written notice, the City or its designee shall notify such owner of the prepayment amount for such Parcel. Prepayment must be made not less than 60 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes. The Prepayment Amount shall be calculated as follows (capitalized terms as defined below):

	Bond Redemption Amount
plus	Remaining Facilities Amount
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
<u>less</u>	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

- Step 1.** Compute the amount that could be collected from the Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the City by applying the Base Special Tax to the Expected Land Uses for the Parcel. If this Section H is being applied to calculate a prepayment pursuant to Section D above, compute the amount by which the proposed Land Use Change would reduce Expected Maximum Special Tax Revenues below the amount needed for Required Coverage, and use this amount for purposes of this Step 1.
- Step 2.** Divide the Maximum Special Tax computed pursuant to Step 1 for such Parcel by the total Expected Maximum Special Tax Revenues for all property in the CFD, as shown in Attachment 2 and as adjusted by the Administrator after prepayments or Land Use Changes.
- Step 3.** Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the “Bond Redemption Amount”*).
- Step 4.** Compute the current Remaining Facilities Costs (if any).

- Step 5.** Multiply the quotient computed pursuant to Step 2 by the amount determined pursuant to Step 4 to compute the amount of Remaining Facilities Costs to be prepaid (*the “Remaining Facilities Amount”*).
- Step 6.** Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the “Redemption Premium”*).
- Step 7.** Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment will be received until the earliest redemption date for the Outstanding Bonds. However, if Bonds are callable at the first interest payment date after the prepayment has been received, Steps 7, 8, and 9 of this prepayment formula will not apply.
- Step 8:** Compute the amount of interest the City reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.
- Step 9:** Subtract the amount computed pursuant to Step 8 from the amount computed pursuant to Step 7 (*the “Defeasance Requirement”*).
- Step 10.** The administrative fees and expenses associated with the prepayment will be determined by the Administrator and include the costs of computing the prepayment, redeeming Bonds, and recording any notices to evidence the prepayment and the redemption (*the “Administrative Fees and Expenses”*).
- Step 11.** If and to the extent so provided in the Bond Indenture, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (*the “Reserve Fund Credit”*).
- Step 12.** The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 5, 6, 9, and 10, less the amount computed pursuant to Step 11 (*the “Prepayment Amount”*).
- Step 13.** From the Prepayment Amount, the amounts computed pursuant to Steps 3, 6, and 9 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Step 5 shall be deposited into the Improvement Fund. The amount computed pursuant to Step 10 shall be retained in the account or fund that is established to pay Administrative Expenses.

Once a full prepayment of a Parcel's Special Tax obligation has been received, a Notice of Cancellation of Special Tax Lien shall be recorded against the Parcel to reflect the discharge of the Parcel's obligation to pay the Special Tax. However, a Notice of Cancellation of Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

2. Partial Prepayment

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of Administrative Fees and Expenses determined in Step 10 shall be included in the partial prepayment. The Maximum Special Tax that can be levied on a Parcel after a partial prepayment is made shall be equal to the portion of the Maximum Special Tax that was not prepaid. Once a partial prepayment has been received, an Amended Notice of Special Tax Lien shall be recorded against the Parcel to reflect the reduced Special Tax lien for the Parcel, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues. However, an Amended Notice of Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

3. Maintaining Required Coverage

Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Special Tax revenue that can be collected from Taxable Property that remains subject to the Special Tax after the proposed prepayment is less than the Required Coverage on Bonds that will remain outstanding after defeasance or redemption of Bonds from proceeds of the estimated prepayment, the amount of the prepayment shall be increased until the amount of Bonds defeased or redeemed is sufficient to reduce remaining annual debt service to a point at which Required Coverage is maintained.

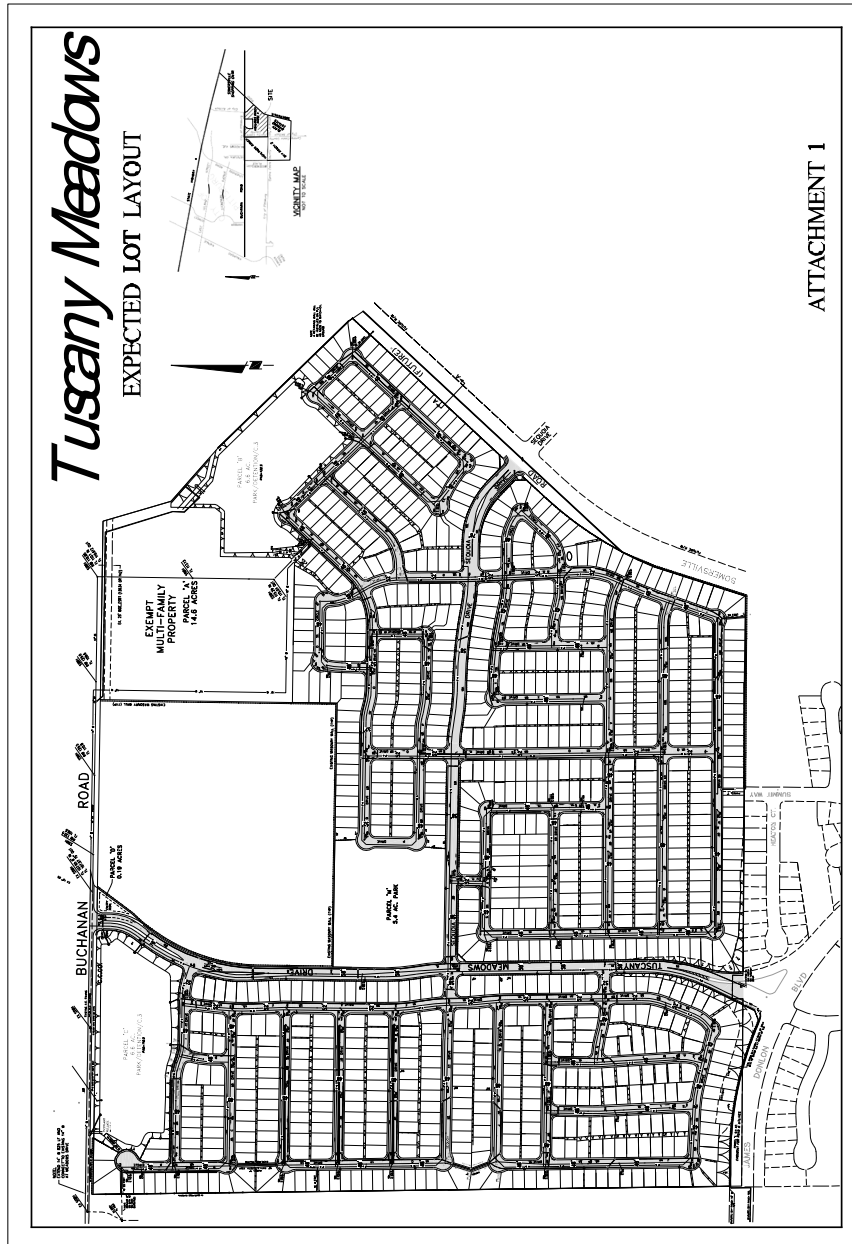
I. INTERPRETATION OF RMA

Interpretations may be made by Resolution of the City Council to interpret, clarify, and/or revise this RMA to correct any inconsistency, vagueness, or ambiguity as it relates to the Special Tax, method of apportionment, classification of properties, or any definition applicable to the CFD, as long as such correction does not materially affect the levy and collection of Special Taxes. The City, upon the request of an owner of land within the CFD which is not Developed Property, may also amend this RMA in any manner acceptable to the City, by resolution or ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within the CFD, provided such amendment only affects such owner's land. Under no circumstances may such revisions to the RMA decrease Expected Maximum Special Tax Revenues to a level that will reduce debt service coverage below the Required Coverage.

ATTACHMENT 1

**City of Pittsburgh
Community Facilities District No. 2021-1
(Tuscany Meadows)**

***Tuscany Meadows Expected
Lot Layout***



B. ATTACHMENT 2

**City of Pittsburgh
 Community Facilities District No.
 2021-1 (Tuscany Meadows)**

**Expected Land Uses and Expected Maximum Special Tax
 Revenues**

Special Tax Category	Expected Units / Acres	Base Special Tax (FY 2020-21) *	Expected Maximum Special Tax Revenues (FY 2020-21) *
Single Family Detached Property	917 Residential Units	\$1,500 per Residential Unit	\$1,375,500
Single Family Attached Property	0 Residential Units	\$1,500 per Residential Unit	\$0
Non-Residential Property	0 Acres	\$15,384 per Acre	\$0
Taxable Multi-Family Property	0 Acres	\$15,384 per Acre	\$0
Expected Maximum Special Tax Revenues (FY 2020-21 \$)			\$1,375,000

* On July 1, 2021, and each July 1 thereafter, all dollar amounts shown above shall be increased by 2% of the amount in effect in the prior Fiscal Year.

EXHIBIT B

**CITY OF PITTSBURG
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(TUSCANY MEADOWS)
Authorized Facilities**

Public Improvement Construction Costs

- Mass Grading and Remedial Grading including subdrainage for Public Streets and Utilities and Water Facilities
- Street Construction including fine grading, curbs, gutters, medians, sidewalks, base and paving, signing and striping, and miscellaneous related costs
- Storm Drain mains and structures
- Sanitary Sewer mains and manholes
- Water Mains including valves, hydrants, pressure reducers and miscellaneous related costs
- Public Landscaping and Irrigation
- Water Reservoirs, Pump Stations, and Transmission Mains
- Joint Utility Mains and Street Lighting
- Traffic Signals and Signal Interconnects
- Traffic Control
- Erosion Control
- Soundwalls
- Construction Management

Fees, Engineering, Right of Way, and Miscellaneous Costs

- City Plan Check and Inspection Fees
- Improvement Bond Premiums
- Civil Engineering Design and Surveying
- Geotechnical Engineering
- Joint Utility Design and Utility Company Fees
- Public Landscaping Design
- Traffic Signal Design
- Public Right of Way Dedication Value

Administrative Expenses

In addition, the CFD shall fund the direct and indirect expenses incurred by the City of Pittsburg in carrying out its duties with respect to the CFD including, but not limited to:

- The levy and collection of the special taxes
- The fees and expenses of attorneys and consultants
- Any fees related to the collection of special taxes
- An allocable share of the salaries and benefits of any City staff, or consultant fees, directly related thereto and a proportionate amount of City's general administrative overhead related thereto
- Any amounts paid by City with respect to the CFD
- Expenses incurred in undertaking action to foreclose on properties for which the payment of special taxes is delinquent
- Administrative fees of the City and the bond trustee or fiscal agent related to the CFD and the bonds issued by or for the CFD
- Costs related to the formation of the CFD
- Reimbursement of costs related to the formation of the CFD advanced by the City, the landowner(s) in the CFD or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, the landowner(s) in the CFD or any party related to any of the foregoing, for facilities, fees or other purposes or costs of the CFD
- Costs related to the issuance of bonds by or for the CFD, including underwriters discount, reserve fund, capitalized interest, letter of credit fees and expenses, fees and expenses of bond counsel, disclosure counsel, special tax consultant, municipal advisor and appraiser, bond remarketing costs, and all other incidental expenses
- All other costs and expenses of the City in any way related to the CFD

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Determining Necessity to Incur	)	RESOLUTION NO. 21-
Bonded Indebtedness for the City of	)	
Pittsburg Community Facilities District No.	)	
<u>2021-1 (Tuscany Meadows)</u>	)	

The City Council of the City of Pittsburg FINDS AND DETERMINES as follows:

WHEREAS, on February 1, 2021, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"), this City Council adopted Resolution No. 21-13891, titled "A Resolution of Intention to Form the City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows), and to Levy a Special Tax Therein to Finance Certain Public Facilities" (the "Resolution of Intention"), stating its intention to form the "City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows)" (the "CFD"); and

WHEREAS, on February 1, 2021, this City Council also adopted Resolution No. 21-13890, titled "A Resolution of Intention to Incur Bonded Indebtedness to Finance the Acquisition and Construction of Certain Public Facilities in and for the City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows)" (the "Resolution of Intention to Incur Indebtedness") stating its intention to incur bonded indebtedness (as contemplated by the Act) within the boundaries of the CFD for the purpose of financing certain public facilities and other costs specified in the Resolution of Intention; and

WHEREAS, this City Council has held a noticed public hearing as required by the Act about the determination to proceed with the formation of the CFD, the provision of certain public facilities by the CFD and the rate and method of apportionment of the special tax to be levied within the CFD to pay the cost of the facilities, the principal and interest on proposed bonded indebtedness in the CFD and the administrative costs of the City relative to the CFD; and

WHEREAS, subsequent to the public hearing, on the date hereof, this City Council adopted a resolution titled "A Resolution to Form the City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows), and to Levy a Special Tax Therein to Finance Certain Public Facilities" (the "Resolution of Formation");

WHEREAS, on the date hereof, this City Council has also held a noticed public hearing as required by the Act relative to the matters material to the questions set forth in the Resolution of Intention to Incur Indebtedness; and

WHEREAS, no written protests with respect to the matters material to the questions set forth in the Resolution of Intention to Incur Indebtedness have been filed with the City Clerk.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. In order to finance the costs of the Facilities, including, but not limited to, the costs of issuing and selling bonds to finance all or a portion of the Facilities and the costs of the City in establishing and administering the CFD, it is necessary for the City to incur bonded indebtedness in one or more series on behalf of the CFD in an aggregate principal amount not to exceed \$46,000,000.

Section 3. The whole of the CFD shall pay for the bonded indebtedness issued by the City for the CFD through the levy of the special tax within the CFD. The tax shall be apportioned in accordance with the Rate and Method of Apportionment of Special Tax for the CFD, which is set forth in Exhibit A to the Resolution of Formation.

Section 4. Subject to Section 2 above, bonds (as contemplated by the Act) in the aggregate maximum principal amount not to exceed \$46,000,000 are hereby authorized for the CFD, subject to voter approval. Bonds subject to this limit shall only include indebtedness evidenced by bonds or notes and shall not include bonds described in Section 53364.2(e) of the Act. The bonds for the CFD may be issued in one or more series and mature and bear interest at such rate or rates, payable semiannually or in such other manner, all as this City Council or its designee shall determine, at the time or times of sale of such bonds; provided, however, that the interest rate or rates shall not to exceed the maximum interest rate permitted by applicable law at the time of sale of the bonds and the bonds or any series thereof shall have a maximum term of not to exceed 40 years.

Section 5. The proposition of the City incurring the bonds for the CFD as herein authorized shall be submitted to the qualified electors of the CFD and shall be consolidated with elections on the proposition of levying special taxes within the CFD and the establishment of an appropriations limit for the CFD pursuant to Section 53353.5 of the Act. The time, place and further particulars and conditions of such election shall be as specified by separate resolution of this City Council.

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

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Calling Special Election in and) RESOLUTION NO. 21-
for the City of Pittsburg Community Facilities)
District No. 2021-1 (Tuscany Meadows)_____)

The City Council of the City of Pittsburg FINDS AND DETERMINES as follows:

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"), this City Council has adopted a resolution titled "A Resolution to Form the City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows), and to Levy a Special Tax Therein to Finance Certain Public Facilities" (the "Resolution of Formation"), ordering the formation of the "City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows)" (the "CFD"), authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD; and

WHEREAS, this City Council has also adopted a resolution titled "A Resolution Determining the Necessity to Incur Bonded Indebtedness for City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows)" (the "Resolution Determining Necessity"), determining the necessity to incur bonded indebtedness in the maximum aggregate principal amount of \$46,000,000 upon the security of the facilities special tax to be levied within the CFD pursuant to the Act; and

WHEREAS, pursuant to the provisions of the Resolution of Formation and the Resolution Determining Necessity, the propositions of the levy of the special tax, the establishment of the appropriations limit and the incurring of the bonded indebtedness shall be submitted to the qualified electors of the CFD as required by the provisions of the Act.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. Pursuant to Sections 53326, 53351 and 53325.7 of the Act, the issues of the levy of the special tax, the incurring of bonded indebtedness and the establishment of the appropriations limit shall be submitted to the qualified electors (as defined below) of the CFD at an election called therefor as provided below.

Section 2. The City Council hereby finds that fewer than 12 persons have been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the public hearings heretofore conducted and concluded by the City Council for the purposes of these CFD proceedings. Accordingly, and pursuant to Section 53326 of the Act, the City Council finds that, for these proceedings, the qualified electors for the CFD are the landowners within the CFD and that the vote shall be by such landowners

or their authorized representatives, each having one vote for each acre or portion thereof such landowner owns in the CFD not exempt from the special tax as of the close of the public hearings.

Section 3. The City Council hereby calls a special election in the CFD to consider the measures described in section 1 above, which election shall be held on March 15, 2021, and the results thereof canvassed at the meeting of the City Council on March 15, 2021. The City Clerk is hereby designated as the official to conduct the election and to receive all ballots until 7:00 p.m. on the election date. It is hereby acknowledged that the City Clerk has on file the Resolution of Formation, a certified map of the boundaries of the CFD, and a sufficient description to allow the City Clerk to determine the qualified electors of the CFD. Pursuant to Section 53327 of the Act, the election shall be conducted by messenger or mail-delivered ballot pursuant to Section 4000 of the California Elections Code, except as modified by waivers of the electors, and except that Sections 53326 and 53327 of the Act shall govern for purposes of determining the date of election.

Section 4. As authorized by Section 53353.5 of the Act, the three propositions described in Section 1 above shall be combined into a single ballot measure, the form of which is attached hereto as Exhibit A and by this reference incorporated herein and the form of ballot is hereby approved. The City Clerk is hereby authorized and directed to cause a ballot, in substantially the form of Exhibit A, to be delivered to each of the qualified electors of the CFD. Each ballot shall indicate the number of votes to be voted by the respective landowner to which the ballot pertains.

Section 5. The City Council hereby further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days following the adoption of the Resolution of Formation to elapse before the special election are for the protection of the qualified electors of the CFD. There is on file with the City Clerk a written waiver executed by all of the qualified electors of the CFD allowing for a shortening of the time for the special election to expedite the process of formation of the CFD and waiving any requirement for notice, analysis and arguments in connection with the election. Accordingly, the City Council finds and determines that the qualified electors have been fully apprised of and have agreed to the shortened time for the election and waiver of analysis and arguments, and have thereby been fully protected in these proceedings. The City Council also finds and determines that the City Clerk has concurred in the shortened time for the election. Analysis and arguments with respect to the ballot measures are hereby waived, as provided in Section 53327 of the Act.

Section 6. The City Council hereby finds that the proposed issuance of bonds and other debt for the CFD constitutes a "local bond measure" within the meaning of Sections 53410, et seq. of the California Government Code. As a result, the bond measure shall include the propositions set forth above and the following: (a) the specific purpose of the bonds and other debt shall be as set forth in the propositions; (b) any proceeds received from the sale of any bonds and other debt shall be applied only to the purposes set forth in the propositions; (c) the proceeds of any bonds and other debt shall

be deposited into special accounts to be created therefor as part of the issuance of the bonds and other debt; and (d) the City shall cause a report to be prepared annually under Section 53411 of the Government Code.

Under Section 50075.1 of the Government Code, the following accountability provisions shall apply to the special taxes: (a) the acquisition and/or construction of the Facilities, the payment of debt service on the bonds and other debt and the incidental costs thereof, all as defined in the Resolution of Formation, shall constitute the specific single purpose; (b) the proceeds of the special tax shall be applied only to the specific purposes identified in (a) above; (c) there shall be created special account(s) or funds(s) into which the proceeds shall be deposited; and (d) there shall be caused to be prepared an annual audit and report of the CFD.

Section 7. This Resolution shall take effect upon its adoption.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

EXHIBIT A
FORM OF OFFICIAL BALLOT
SPECIAL TAX ELECTION

CITY OF PITTSBURG
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(TUSCANY MEADOWS)

This ballot is for a special, landowner election. You must return this ballot to the office of the City Clerk of the City of Pittsburg no later than the hour of 7:00 p.m. on March 15, 2021, either by mail or in person. The City Clerk's office is located at 65 Civic Avenue, Pittsburg, California 94565.

To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Pittsburg and obtain another.

The estimated maximum amount of money raised annually by this measure is expected to be \$1,375,000 per year for Fiscal Year 2020-21 (assuming full build-out of the land in the CFD), and subject to escalation of 2% per year on July 1, 2021 and each July 1 thereafter, which special tax will be levied at the rates and for the duration set forth in the rate and method of apportionment of special taxes for the CFD.

BALLOT MEASURE

BALLOT MEASURE: Shall the measure pursuant to which (i) the City of Pittsburg shall incur an indebtedness and issue bonds in the maximum aggregate principal amount of not to exceed \$46,000,000 (excluding bonds described in Section 53364.2(e) of the California Government Code) with interest at a rate or rates not to exceed the maximum interest rate permitted by law at the time of sale of such bonds on behalf of the City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows) (the "CFD"), the proceeds of which bonds will be used to acquire and/or construct certain facilities and pay for the costs of issuing the bonds and related expenses; (ii) a special tax payable solely from lands within the CFD shall be levied annually, commencing in the City's fiscal year 2020-21, upon lands within the CFD to pay for the principal and interest upon such bonds, to pay the costs of the City in administering the CFD, and to pay for the costs of acquiring and/or constructing certain facilities; and (iii) the annual appropriations limit of the CFD shall be established in the amount of \$46,000,000 **be adopted?**

YES

NO

By execution in the space provided below, you also indicate your waiver of (i) the time limit pertaining to the conduct of the election, (ii) any requirement for analysis and arguments with respect to the ballot measure, and (iii) any irregularity in the proceedings that may be claimed as a result of the application of such waivers.

Number of Votes: _____

Property Owner:

_____,
A _____

By: _____

Name: _____

Title: _____

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Declaring Results of Special	)	RESOLUTION NO. 21-
Election in an for City of Pittsburg	)	
Community Facilities District 2021-1	)	
(Tuscany Meadows), and Directing	)	
<u>Recording of Notice of Special Tax Lien</u>	)	

The City Council of the City of Pittsburg FINDS AND DETERMINES as follows:

WHEREAS, pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"), this City Council has adopted a resolution titled "A Resolution to Form City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows), and to Levy a Special Tax Therein to Finance Certain Public Facilities" (the "Resolution of Formation"), ordering the formation of the "City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows)" (the "CFD"), authorizing the levy of special taxes on property within the CFD, and preliminarily establishing an appropriations limit for the CFD; and

WHEREAS, this City Council has also adopted a resolution titled "A Resolution Determining the Necessity to Incur Bonded Indebtedness for the City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows)" (the "Resolution of Necessity"), determining the necessity to incur bonded indebtedness in the maximum aggregate principal amount of \$46,000,000 upon the security of the special tax to be levied within the CFD pursuant to the Act; and

WHEREAS, under the provisions of the Resolution of Formation, the Resolution of Necessity and "A Resolution Calling Special Election in and for the City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows)" (the "Election Resolution") adopted by this City Council with respect to the CFD, the propositions of the levy of the special tax, the establishment of the appropriations limit and the incurring of the bonded indebtedness were submitted to the qualified electors of the CFD as required by the provisions of the Act; and

WHEREAS, pursuant to the terms of the Election Resolution, which are by this reference incorporated herein, the special election has been held in the CFD and the City Clerk has on file a Canvass and Statement of Results of Election, (the "Canvass") a copy of which is attached hereto as Exhibit A; and

WHEREAS, this City Council has reviewed the Canvass, finds it appropriate and wishes to complete its proceedings for the CFD.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. The foregoing recitals are all true and correct.

Section 2. The issues presented at the special election were the levy of a special tax within the CFD, the incurring of a bonded indebtedness for the CFD, and the approval of an annual appropriations limit for the CFD, all pursuant to the Resolution of Formation and the Resolution of Necessity.

Section 3. The City Council hereby approves the Canvass and finds that it shall be a permanent part of the record of its proceedings for the CFD. Pursuant to the Canvass, the issues presented at the special election were approved by the qualified electors of the CFD by more than two-thirds (2/3) of the votes cast at the special election.

Section 4. Pursuant to the voter approval, the CFD is hereby declared to be fully formed with the authority to levy the special taxes, to incur the approved bonded indebtedness and to have the established appropriations limit, all as heretofore provided in these proceedings and in the Act. It is hereby found that all prior proceedings and actions taken by this City Council with respect to the CFD were valid and in conformity with the Act.

Section 5. The City Clerk is hereby directed to complete, execute and cause to be recorded in the office of the County Recorder of the County of Contra Costa a notice of special tax lien for the CFD in the form required by the Act, such recording to occur no later than fifteen (15) days following adoption by the City Council of this resolution.

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

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

EXHIBIT A

CANVASS AND STATEMENT OF RESULT OF ELECTION

CITY OF PITTSBURG
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(TUSCANY MEADOWS)

I hereby certify that on March 15, 2021, I canvassed the returns of the election held on March 15, 2021 in the City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows) and the total number of ballots cast in said District and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner <u>Votes</u>	Votes <u>Cast</u>	<u>YES</u>	<u>NO</u>
City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows), Special Tax Election, March 15, 2021	_____	_____	_____	_____

BALLOT MEASURE: Shall the measure pursuant to which (i) the City of Pittsburg shall incur an indebtedness and issue bonds in the maximum aggregate principal amount of not to exceed \$46,000,000 (excluding bonds described in Section 53364.2(e) of the California Government Code) with interest at a rate or rates not to exceed the maximum interest rate permitted by law at the time of sale of such bonds on behalf of the Community Facilities District No. 2021-1 (Tuscany Meadows) (the "CFD"), the proceeds of which bonds will be used to acquire and/or construct certain facilities and pay for the costs of issuing the bonds and related expenses; (ii) a special tax payable solely from lands within the CFD shall be levied annually, commencing in the City's fiscal year 2020-21, upon lands within the CFD to pay for the principal and interest upon such bonds, to pay the costs of the City in administering the CFD, and to pay for the costs of acquiring and/or constructing certain facilities; and (iii) the annual appropriations limit of the CFD shall be established in the amount of \$46,000,000 **be adopted?**

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND on March 15, 2021.

By: _____
City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

An Ordinance of the City Council of the)
City of Pittsburg Levying Special Taxes)
Within the City of Pittsburg Community)
Facilities District No. 2021-1 (Tuscany)
Meadows))

ORDINANCE NO. 21-

The City Council of the City of Pittsburg DOES ORDAIN as follows:

WHEREAS, on January 15, 2021, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"), this City Council adopted a resolution titled "A Resolution of Intention to Form the City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows), and to Levy a Special Tax Therein to Finance Certain Public Facilities" (the "Resolution of Intention"), stating its intention to form the "City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows)" (the "CFD"); and

WHEREAS, notice was published as required by the Act relative to the intention of this City Council to form the CFD, to provide for certain public facilities and to incur bonded indebtedness for the CFD; and

WHEREAS, on March 15, 2021, this City Council has held noticed public hearings as required by the Act relative to (i) the determination to proceed with the formation of the CFD and the rate and method of apportionment of the special tax to be levied within the CFD to finance a portion of the costs of the public facilities and (ii) the issuance of bonded indebtedness and other debt for the CFD;

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the levy of said special taxes were heard, substantial evidence was presented and considered by this City Council and a full and fair hearing was held;

WHEREAS, on March 15, 2021, subsequent to the hearing, this City Council adopted "A Resolution to Form the City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows), and to Levy a Special Tax Therein to Finance Certain Public Facilities" (the "Resolution of Formation"), "A Resolution Determining Necessity to Incur Bonded Indebtedness for the City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows)" (the "Resolution Determining Necessity"), and "A Resolution Calling Special Election for the City of Pittsburg Community Facilities District No. 2021-1 (Tuscany Meadows)" (the "Election Resolution"), which resolutions established the CFD, defined the public facilities and other costs to be financed by the CFD (the "Facilities"), authorized the levy of special taxes within the CFD, determined the necessity to incur bonded indebtedness for the CFD and called an election within the CFD on the propositions of incurring indebtedness, levying special taxes, and establishing an appropriations limit for the CFD, respectively; and

WHEREAS, on March 15, 2021, a special election was held with respect to the CFD at which the eligible landowner-electors of the CFD approved such propositions by the two-thirds vote required by the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PITTSBURG, as follows:

Section 1. By the passage of this Ordinance, this City Council hereby authorizes and levies special taxes within the CFD pursuant to the Act. The City shall levy the special taxes at the rate and in accordance with the Rate and Method of Apportionment of Special Tax set forth in the Resolution of Formation (the "Rate and Method"), which Resolution of Formation is by this reference incorporated herein. The special taxes are hereby authorized to be levied commencing in Fiscal Year 2020-21 and in each fiscal year thereafter for the period provided in Rate and Method, as contemplated by the Resolution of Formation and the Resolution of Necessity.

Section 2. The Finance Director of the City is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for the next ensuing fiscal year for each parcel of real property within the CFD in the manner and as provided in the Resolution of Formation.

Section 3. Except as provided in the Rate and Method, properties or entities of the State, federal or local governments shall be exempt from any levy of the special taxes. In no event shall the special taxes be levied on any parcel within the CFD in excess of the maximum tax specified in the Resolution of Formation or the Act.

Section 4. All of the collections of the special tax shall be used as provided for in the Act and in the Resolution of Formation including, but not limited to, the payment of principal and interest on bonds issued by the City for the CFD (the "Bonds"), the replenishment of reserve funds for the Bonds, the direct payment of the costs of the Facilities, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the special tax.

Section 5. The special taxes shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that special taxes may be directly billed by the City and this City Council may provide for other appropriate methods of collection. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments. The Finance Director of the City is hereby authorized and directed to provide all necessary information to the Contra Costa County Treasurer-Tax Collector in order to effect proper billing and collection of the special tax, so that the special tax shall be included on the secured property tax roll of the County of Contra Costa for Fiscal Year 2021-22 and for each fiscal year thereafter until the Bonds are paid in full, the cost of the Facilities have been paid, or such longer period of time provided in the Rate and Method.

Section 6. If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within the CFD shall not be affected.

Section 7. The ordinance shall be posted and published in accordance with the California Government Code.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on March 15, 2021, and was adopted and ordered published at a meeting of the City Council held on _____, by the following vote:

INTRODUCED: _____

ADOPTED: _____

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

CITY OF PITTSBURG
Community Facilities District No. 2021-1
(Tuscany Meadows)

COMMUNITY FACILITIES DISTRICT REPORT

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Introduction

- A. Description of Facilities
- B. Cost Estimate
- C. Proposed Boundaries of the Community Facilities District

EXHIBIT A - Description of the Proposed Facilities

EXHIBIT B - Cost Estimates

EXHIBIT C - CFD Boundary Map

CITY OF PITTSBURG
Community Facilities District No. 2021-1
(Tuscany Meadows)

INTRODUCTION

The City Council (the “City Council”) of the City of Pittsburgh (the “City”) did, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), on February 1, 2021, adopt a resolution entitled “A Resolution of Intention to Form the City of Pittsburgh Community Facilities District No. 2021-1 (Tuscany Meadows), and to Levy a Special Tax to Finance Certain Public Facilities” (the “Resolution of Intention”). In the Resolution of Intention, the City Council expressly ordered the preparation of a written Community Facilities District Report (the “Report”), for the proposed City of Pittsburgh Community Facilities District No. 2021-1 (Tuscany Meadows) (the “CFD”).

The Resolution of Intention ordering the Report directed that the Report generally contain the following:

(a) A description of the facilities (the “**Facilities**”) by type which will be required to adequately meet the needs of the CFD.

(b) An estimate of the fair and reasonable cost of the Facilities including the cost of acquisition of lands, rights-of-way and easements, any physical facilities required in conjunction therewith and incidental expenses in connection therewith, including the costs of the proposed bond financing and other debt and all other related costs as provided in Section 53345.3 of the Act.

For particulars, reference is made to the Resolution of Intention for the CFD, as previously approved and adopted by the City Council.

NOW, THEREFORE, the following data is submitted pursuant to the direction of the Council:

A. **DESCRIPTION OF FACILITIES.** General descriptions of the proposed Facilities and incidental expenses are provided in Exhibit “A” attached hereto and hereby made a part hereof.

B. **COST ESTIMATE.** Cost estimates for the proposed Facilities are set forth in Exhibit “B” attached hereto and hereby made a part hereof.

C. **PROPOSED BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT.** The proposed boundaries of the CFD are those properties and parcels on which special taxes may be levied to pay for the Facilities. The proposed boundaries of the CFD, are described in the map of the CFD, which is on file with the City Council and attached as Exhibit “C” of this report.

EXHIBIT A

City of Pittsburgh Community Facilities District No. 2021-1 (Tuscany Meadows)

DESCRIPTION OF AUTHORIZED FACILITIES TO BE FINANCED BY THE CFD

Public Improvement Construction Costs

- Mass Grading and Remedial Grading including subdrainage for Public Streets and Utilities and Water Facilities
- Street Construction including fine grading, curbs, gutters, medians, sidewalks, base and paving, signing and striping, and miscellaneous related costs
- Storm Drain mains and structures
- Sanitary Sewer mains and manholes
- Water Mains including valves, hydrants, pressure reducers and miscellaneous related costs
- Public Landscaping and Irrigation
- Water Reservoirs, Pump Stations, and Transmission Mains
- Joint Utility Mains and Street Lighting
- Traffic Signals and Signal Interconnects
- Traffic Control
- Erosion Control
- Soundwalls
- Construction Management

Fees, Engineering, Right of Way, and Miscellaneous Costs

- City Plan Check and Inspection Fees
- Improvement Bond Premiums
- Civil Engineering Design and Surveying
- Geotechnical Engineering
- Joint Utility Design and Utility Company Fees
- Public Landscaping Design
- Traffic Signal Design
- Public Right of Way Dedication Value

Administrative Expenses

In addition, the CFD shall fund the direct and indirect expenses incurred by the City of Pittsburgh (the “City”) in carrying out its duties with respect to the CFD including, but not limited to:

- The levy and collection of the special taxes
- The fees and expenses of attorneys and consultants
- Any fees related to the collection of special taxes
- An allocable share of the salaries and benefits of any City staff, or consultant fees, directly related thereto and a proportionate amount of City’s general administrative overhead related thereto
- Any amounts paid by City with respect to the CFD
- Expenses incurred in undertaking action to foreclose on properties for which the payment of special taxes is delinquent
- Administrative fees of the City and the bond trustee or fiscal agent related to the CFD and the bonds issued by or for the CFD
- Costs related to the formation of the CFD
- Reimbursement of costs related to the formation of the CFD advanced by the City, the landowner(s) in the CFD or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, the landowner(s) in the CFD or any party related to any of the foregoing, for facilities, fees or other purposes or costs of the CFD
- Costs related to the issuance of bonds by or for the CFD, including underwriters discount, reserve fund, capitalized interest, letter of credit fees and expenses, fees and expenses of bond counsel, disclosure counsel, special tax consultant, municipal advisor and appraiser, bond remarketing costs, and all other incidental expenses
- All other costs and expenses of the City in any way related to the CFD

EXHIBIT B

City of Pittsburgh Community Facilities District No. 2021-1 (Tuscany Meadows)

COST ESTIMATES

The following is a summary of the estimated costs of acquisition and construction of the Facilities. In addition, the CFD will finance bond and other debt issuance costs, capitalized interest, a debt service reserve fund, the costs of forming the CFD and other costs associated with the sale of bonds and annual administration of the CFD.

Public Improvement Construction Costs		In-Tract	Buchanan Road	Total
1.	Mass Grading and Remedial Grading including subdrainage for Public Streets and Utilities and Water Facilities	\$2,500,000	\$90,000	\$2,590,000
2.	Street Construction including fine grading, curbs, gutters, medians, sidewalks, base and paving, signing and striping, and miscellaneous related costs	\$10,940,000	\$1,056,000	\$11,996,000
3.	Storm Drain mains and structures	\$8,390,000	\$330,000	\$8,720,000
4.	Sanitary Sewer mains and manholes	\$4,640,000	\$260,000	\$4,900,000
5.	Water Mains including valves, hydrants, pressure reducers and miscellaneous related costs	\$5,630,000	\$600,000	\$6,230,000
6.	Public Landscaping and Irrigation	\$570,000	\$251,000	\$821,000
7.	Water Reservoirs, Pump Stations, and Transmission Mains	\$500,000		\$500,000
8.	Joint Utility Mains and Street Lighting	\$3,090,000	\$850,000	\$3,940,000
9.	Traffic Signals and Signal Interconnects		\$770,000	\$770,000
10.	Traffic Control		\$60,000	\$60,000
11.	Erosion Control	\$180,000	\$40,000	\$220,000
12.	Soundwalls	\$1,190,000		\$1,190,000
13.	Construction Management	\$1,240,000	\$160,000	\$1,400,000
Sub-Total		\$38,870,000	\$4,467,000	\$43,337,000

Fees, Engineering, Right of Way, and Miscellaneous Costs				
14.	City Plan Check and Inspection Fees			\$2,300,000
15.	Improvement Bond Premiums			\$150,000
16.	Civil Engineering Design and Surveying			\$1,950,000
17.	Geotechnical Engineering			\$1,993,700
18.	Joint Utility Design and Utility Company Fees			\$1,900,000
19.	Public Landscaping Design			\$200,000
20.	Traffic Signal Design			\$125,000
21.	Public Right of Way Dedication Value			\$3,090,000
Estimated Total				\$11,708,700
OVERALL TOTAL				\$55,045,700

EXHIBIT C

**City of Pittsburgh
Community Facilities District No. 2021-1
(Tuscany Meadows)**

CFD BOUNDARY MAP



**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 the General Plan Annual Progress Report for Calendar Year 2020

MEETING DATE: March 15, 2021

EXECUTIVE SUMMARY

The City is required to prepare a General Plan Annual Progress Report (APR) for submittal to the Planning Commission, City Council, Governor's Office of Planning and Research (OPR), and State Housing and Community Development Department (HCD). The progress report on the status of General Plan implementation also provides an opportunity to identify any modifications that may improve its implementation and effectiveness.

FISCAL IMPACT

None from this action. Preparation and acceptance of the annual report does not require expenditure funds beyond the staff time needed to draft the document; however, preparation of the report is identified as a requirement for some grant applications.

RECOMMENDATION

City Council adopt the attached resolution accepting the General Plan Annual Progress Report for calendar year 2020.

BACKGROUND

The Pittsburg General Plan 2020 is a state-mandated and comprehensive planning document intended to guide the City's long-term physical growth and development. It articulates a shared community vision and sets forth broad goals and policies relative to important topics including, but not limited to, land use, economic development, housing, transportation, public safety, and open space.

The last comprehensive update of Pittsburg's General Plan was completed in 2001. On May 4, 2015, the City Council approved Resolution 15-13033 approving the General Plan Housing Element Update for the 2015-2023 planning period.

On November 19, 2018, the City Council approved Resolution 18-13562 authorizing a consultant service agreement with De Novo Planning Group for preparation of a comprehensive General Plan Update and Environmental Impact Report. The update is in progress and is expected to conclude by May 2021. Staff will provide more information regarding the update during the presentation for this item.

California Government Code section 65400(b) requires the City to prepare a General Plan APR for submittal to OPR and HCD each year. Pursuant to the Pittsburg General Plan (page 1-18, as amended by City Council Resolution 09-11249), the APR must be provided to both the Planning Commission and the City Council for review.

Staff has prepared the draft General Plan APR for Calendar Year 2020. The APR is provided as Exhibit A of Attachment 1 to this report and it consists of a detailed table listing each of the adopted General Plan action policies or programs and their implementation status as of December 31, 2020. The Regional Fair Share Housing Allocation (RHNA) status update (shown in the table below) is provided in the APR to document the City's progress in reaching its housing unit goals.

For 2020, the area median income (AMI) for a 4-person household in Contra Costa County was \$119,200. Based on the AMI for 2020, a 4-person household was considered 'very low-income' if the total annual household income was between \$39,150 and \$65,250. A four-person household with an income between \$65,250 and \$104,400 was considered 'low income'. To be considered moderate income, a 4-person household earned between \$104,400 and \$143,050.

Table 1: RHNA Status Update

Income Level		RHNA Allocation	2015-2017	2018	2019	2020	Total Units to Date	Total Remaining
VL	Deed Restricted	392	0	23	0	6	29	363
	Unrestricted		0	0	0	0		
L	Deed Restricted	254	10	205	3	80	324	0
	Unrestricted		0	3	6	17		
M	Deed Restricted	316	0	0	0	0	216	100
	Unrestricted		150	48	18	0		
AM		1,063	570	68	89	98	825	238
Total RHNA		2,025						
Total Units			730	347	116	201	1,394	701
Notes: ELI = Extremely low-income (households earning 0-30% of AMI) VL = Very low-income (households earning 30-50% of AMI) L = Low-income (households earning 50-80% of AMI) M = Moderate income (households earning 80-120% of AMI) AM = Above-moderate income (households earning above 120% of AMI)								

On February 23, 2021, the Planning Commission reviewed the APR and adopted Resolution No. 10165, accepting the report, and authorizing its submittal to the City Council, OPR, HCD, and CCTA.

SUBCOMMITTEE FINDINGS

This item was not presented before a subcommittee.

STAFF ANALYSIS

During 2020, the City made more progress toward meeting its RHNA targets for the 2015-2023 housing cycle. As of the end of last year, the City has achieved seven percent of its very low-income; 127% of its low-income; 68% of its moderate-income; and 77% of its above-moderate income RHNA targets through issuance of building permits.

On February 1, 2021, the Southern California News Group used RHNA data to create its second annual housing permit report card for all 539 cities and counties in the state. Only 33 cities or counties were doing well enough to earn an 'A', while 96 received an 'F'. The average grade was a 'C-minus'. Pittsburg earned a 'B+' which indicates the City is ahead of most jurisdictions in the State when it comes to meeting its housing targets for this cycle.

The City approved two large residential projects in 2020 – San Marco Villas III, a 270-unit apartment complex near the northwest corner of W. Leland Road and San Marco Boulevard; and the Atchison Mixed-Use Development, a transit-oriented 202-unit apartment complex at 2575 Railroad Avenue.

Building permits were issued for 201 new residential units in 2020 (up from 116 permits issued the previous year). Of those total permits, six were for very low-income; 97 were for low-income, none were for moderate-income, and 98 were for above-moderate income units.

ATTACHMENTS:

1. Proposed Resolution
 - a. Exhibit A: General Plan Annual Progress Report for Calendar Year 2020
2. Adopted Planning Commission Resolution No. 10165 (excludes Exhibit A)

Report prepared by: Hector Rojas, AICP, Acting Planning Manager

Attachment 1
BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Accepting the General Plan Annual)
Progress Report for Calendar Year 2020)

RESOLUTION NO. 21-XXXX

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, the Pittsburg General Plan 2020 is a state-mandated and comprehensive planning document intended to guide Pittsburg's long-term physical growth and development. It articulates a shared community vision of the City's future and sets forth broad goals and policies relative to important topics including, but not limited to, land use, economic development, housing, transportation, public safety, and open space. The last comprehensive update of Pittsburg's General Plan was completed in 2001. Most recently, the City Council adopted Resolution No. 15-13033 approving the General Plan Housing Element Update for the 2015-2023 planning period; and

WHEREAS, under California Government Code Section 65400, the City is required to prepare a General Plan Annual Progress Report (APR) for submittal to the City Council, Governor's Office of Planning and Research (OPR), and State Housing and Community Development Department (HCD) by April 1st of each year. The purpose of the APR is to provide the City Council, OPR, and HCD with a progress report on the General Plan's implementation status. The APR is also meant to provide the City Council with an opportunity to identify any General Plan modifications that may be necessary to improve its implementation and effectiveness; and

WHEREAS, the General Plan APR is exempt from the requirements of the California Environmental Quality Act (CEQA) under the general rule of the State CEQA Guidelines, section 15061, in that there is no possibility that the APR may have a significant negative physical impact on the environment; and

WHEREAS, on February 23, 2021, the Planning Commission reviewed the General Plan APR for calendar year 2020 and subsequently adopted Resolution No. 10165, accepting the APR and authorizing submittal of the report to the City Council, OPR, HCD, and Contra Costa Transportation Authority (CCTA).

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. Findings.

Based on the City Council Staff Report entitled, "Adoption of a Resolution Accepting the General Plan Annual Progress Report for Calendar Year 2020," dated March 15, 2021, and based on all the information contained in the Planning Division files on the report, adopted and 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 March 15, 2021, meeting, the City Council finds that:

- A. All recitals above are true and correct and incorporated herein by reference.
- B. The General Plan APR for calendar year 2020 appropriately and accurately summarizes the City's progress to date in implementing the action policies in its General Plan.

Section 2. Acceptance of Report.

Based on the findings set forth above, the City Council hereby accepts the General Plan Annual Progress Report for Calendar Year 2020 included as Exhibit A of this resolution.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Exhibit A to City Council Resolution No. 21-XXXX

CITY OF PITTSBURG



GENERAL PLAN ANNUAL PROGRESS REPORT (Calendar Year 2020)

Prepared pursuant to Government Code Section 65400(b)
Accepted by the Planning Commission on February 23, 2021
Submitted to the City Council on March 15, 2021

GENERAL PLAN ACTION POLICIES

Legend: **BLUE BOLD TEXT** – Policies with completed implementation
GREEN BOLD TEXT – Policies with ongoing implementation

LAND USE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
2-P-1	Review the City's Sphere of Influence every 5 years. Ensure necessary annexation and SOI changes through coordination with the county and LAFCo, in accordance with Figure 2-3.	Implementation Ongoing. Sky Ranch, Ambrose Park and Mirant annexations were completed in 2008. Annexation of Northeast Industrial properties to DDSD boundary completed in 2010. Voter Measure I amending the ULL to include the property commonly known as Chevron East approved in November 2011. Environmental Impact Report for the proposed James Donlon Boulevard Extension corridor annexation project was certified in September 2014; however, initiation of annexation is still pending. Property owner-initiated annexations of Montreux and Tuscany Meadows properties completed in 2016 and 2017. Property owner-initiated annexation of the SW Hills/Faria property still underway.
2-P-2	Update the City's Zoning Ordinance and Subdivision Regulations for consistency with the General Plan, including the General Plan Diagram.	Phase 1 & 2 Zoning Code Updates are completed. First phase of Title 17 (Subdivision Ordinance) update completed in April 2009 and incorporated various updates in accordance with the state Subdivision Map Act. Title 17 further updated to streamline review of tentative maps in 2015. A tree preservation ordinance and wireless telecommunications ordinance, along with a variety of other miscellaneous amendments, adopted in 2015. Ordinances to define and regulate placement of smoke shops and smoking lounges, further update the wireless telecommunications regulations, as well as the retail sale and distribution of marijuana, adopted in 2016. Adopted ordinances in 2017, streamlining the permitting process for accessory dwelling units and expanding the types of businesses allowed in Old Town. In 2018, adopted an ordinance modifying the land use definitions, application process, permit requirements, and enforcement provisions for massage establishments. Adopted ordinances incorporating water-efficient landscaping provisions in 2020.

LAND USE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
2-P-13	Ensure that buffers – including landscaping, berms, parking areas, and storage facilities – are used to separate potentially incompatible activities.	Regulations incorporated into the Phase 2 Zoning Code Update adopted May 2007.
2-P-15	Ensure minimum residential densities, in accordance with the ranges stipulated in this plan.	Implemented with the Phase 2 Zoning Code Update adopted May 2007.
2-P-16	Develop criteria and standards for small-lot single-family residential development that: ○ Promotes design and development flexibility; ○ Includes design and bulk standards to ensure that development is appropriate and related to underlying lot size; and ○ Ensures that residential development promotes a neighborhood orientation, with limitation on frontage that can be occupied by garages.	Implemented with the Phase 2 Zoning Code Update adopted May 2007.
2-P-18	Limit all new multi-family housing to 16 units or more. Update the Zoning Ordinance to ensure that new multi-family projects are developed as large scale, professionally maintained, high-density housing.	Implemented with the Phase 2 Zoning Code Update adopted May 2007. Staff would like to revisit this policy as part of the General Plan update.

LAND USE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
2-P-19	Revise the City's Subdivision Ordinance to encourage solar access and other energy-saving devices.	California's new building code requires developers to install solar photovoltaic (PV) systems on single-family homes and multi-family homes that are up to three stories high.
2-P-20	Revise the City's Zoning Ordinance to require under-grounding of utility service/transformer boxes, and any other type of utility boxes, in new residential subdivisions.	Undergrounding of utilities is required by Standard Conditions of Development (Planning Commission Resolution No. 8931). Underground utilities are required for new development pursuant to Pittsburg Municipal Code sections 12.36.120, 12.36.130 and 17.28.020.
2-P-21	Revise the City's Hillside Preservation Ordinance to reflect General Plan policy direction.	Not yet implemented. Adoption of Hillside Regulations put on hold by City Council due to budgetary constraints. However, Council will have an opportunity to revisit this topic during the policy development for the Envision Pittsburg General Plan Update.
2-P-22	Ensure that all General Plan policies apply to hillside land irrespective of zoning – whether Planned Development or any other base District.	Implemented as part of development review.
2-P-24	Prohibit new development on designated ridgelines. Ensure that residential developers cluster housing units to reduce both environmental and visual impact of hillside development.	Implemented as part of development review.
2-P-26	Ensure that new hillside development utilizes fire-resistant building materials, per the Uniform Building Code. Require that all residential units adjacent to open slopes maintain a 30-foot setback with fire-resistant landscaping.	Implemented as part of development review.

LAND USE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
Downtown		
2-P-32	Concentrate all Downtown Commercial activity — which includes specialty retail, professional offices, and personal services, entertainment and other compatible uses — along the Railroad Avenue corridor. (Downtown: 5-P-4)	Implemented with the adoption of the CP (Pedestrian Commercial) District in October 2006. Ordinance to consolidate the CP-1 and CP-2 sub-districts to provide more flexibility related to the allowable uses within the CP District adopted in 2018.
2-P-33	Limit commercial uses along the southern side of East Tenth Street to service commercial businesses—including repair and maintenance, retail sales, special trade contracting and other compatible uses. (Downtown: 5-P-8)	Implemented with the Phase 2 Zoning Code Update adopted May 2007.
2-P-34	Undertake active efforts, including land acquisition and assembly, to develop a waterfront activity center at the terminus of Harbor Street, featuring a cluster of Marine Commercial uses — such as specialty retail services, restaurants, marine repair and docking facilities, hotels and other uses listed in Table 5-1 (Downtown Element).	The area has been rezoned to CW (Waterfront Commercial) District as a first step to allowing redevelopment of the property by private developers. A majority of the 18-acre property is owned by one party (Third Street Pittsburg) with a portion owned by the City of Pittsburg. This area has also been identified as an opportunity area for the Envision Pittsburg General Plan Update. The Planning Commission and City Council will be considering land use alternatives for the area as part of the update.
2-P-36	Improve the pedestrian path along Marina Blvd. connecting the Downtown core to the waterfront/marina area. Provide a wide path right-of-way, way-finding signage, landscaping, interpretive plaques, and street lighting.	Partially implemented with construction of the Marina Promenade completed in 2008. Implementation ongoing as development along Marina Boulevard is proposed. The City has received TDA grant funding to install buffered bike lanes along Marina Boulevard.

LAND USE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
Northeast River		
2-P-37	Ensure that development in Northeast River is limited to industrial activities and supporting business and service uses.	Implemented with the Phase 2 Zoning Code Update adopted May 2007.
2-P-42	Amend the City's Zoning ordinance to ensure that land uses progress from heavier industrial uses inland to lighter industrial uses directly facing the New York Slough waterfront, as feasible during redevelopment of industrial activities not dependent on docking access.	Implemented with the Phase 2 Zoning Code Update adopted May 2007.
Loveridge		
2-P-50	Work with Los Medanos Community College to provide pedestrian and bicycle access from the campus to commercial and employment centers within Loveridge.	A bike/ped connection is proposed between LMC and the Delta De Anza Regional Trail as part of the adopted Pittsburg Moves Active Transportation Plan. Implementation is dependent on grant funding.
East Central		
2-P-53	Ensure that a linear park is developed along the northern and eastern boundaries of the Columbia Manor neighborhood to buffer residents from adjacent heavy industrial uses.	Implemented. Linear park built.

LAND USE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
Railroad Avenue		
2-P-55	Pursue the extension of the Railroad Ave. linear park along the north side of State Route 4, providing a pedestrian/bicycle connection from the City's major shopping corridor to the Civic Center and City Park.	Supporting policies incorporated into the "Railroad Avenue Specific Plan", adopted by the City Council in November 2009 (Ord. No. 09-1319). The described linear park was excluded from the newly-built County Courthouse building approved by the State. However, the City contemplates a Class 1 trail along the west side of Railroad Avenue between SR 4 and Center Drive. CIP Project ST-2 (Railroad Avenue Class 1 Trail) will construct a Class 1 trail along the west side of Railroad Avenue between The Delta De Anza Trail to SR 4. This project is fully funded and is expected to break ground by the end of 2021.
2-P-56	Work with BART to develop a specific plan for the Railroad Ave. BART station area, featuring mixed-use business commercial activities with extensive pedestrian amenities. Provide pedestrian linkages from this mixed-use village to the Civic Center, City Park, high school and other institutional uses on the north side of Hwy 4.	"Railroad Avenue Specific Plan" adopted by the City Council in November 2009.
2-P-57	Allow development at an intensity of up to 2.0 FAR along Railroad Avenue from State Route 4 to East Leland Road.	Implemented with Phase 2 Zoning Code Update adopted May 2007; also incorporated as development standards in the "Railroad Avenue Specific Plan," adopted November 2009.
2-P-58	Allow mixed-use development at an intensity of up to 1.0 FAR for non-residential uses, and additional residential development at a maximum density of 25 units per acre, on designated community commercial sites along Railroad Avenue, south of Bliss Avenue.	Implemented with the Phase 2 Zoning Code Update adopted May 2007.

LAND USE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
2-P-59	Extend Garcia Avenue to Railroad Avenue if suitable opportunity arises during redevelopment of adjacent sites and explore the feasibility of other linkages to improve accessibility.	Partially implemented. Roadway extension identified in the “Railroad Avenue Specific Plan,” adopted by the City Council in November 2009. Improvements are to be built as redevelopment occurs in the specific plan area.
2-P-60	Ensure that the small business commercial center at the southern end of Railroad Avenue (at Buchanan Road) is compatible with the scale of surrounding uses.	Implemented with the Phase 2 Zoning Code Update adopted May 2007. In 2015, this area was rezoned from Office Commercial (CO) District to Medium Density Residential (RM) District, and plans to convert the vacant office structure to a multifamily complex were approved by the City Council. The site is located between low- and high-density residential developments, and the medium-density area is compatible in scale and creates an appropriate transition between densities.
East Leland		
2-P-61	As part of the Zoning Ordinance, incorporate incentives to promote improvement of sites along Garcia Avenue with high-amenity business commercial uses. Undertake redevelopment, as needed, with an aim to promote parcel consolidation and coordinated development.	Implemented. Incorporated into the “Railroad Avenue Specific Plan,” adopted November 2009.

LAND USE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
2-P-62	Ensure that new business commercial centers provide pedestrian, bicycle, and transit amenities (such as walking paths, benches, bus shelters, bicycle racks, and lockers) enabling convenient use of alternative transportation modes including the proposed Railroad Avenue BART station.	Implementation ongoing. Bicycle racks required with Phase I Zoning Code Update adopted December 2005. Pittsburg Municipal Code chapter 15.96 requires installation of bus turnouts and shelters for new commercial/industrial development along arterial streets, upon request by the applicable transit agency. Development Review and Design Guidelines updated in November 2010 include policies that encourage bicycle/pedestrian connectivity and alternative transportation programs. The BART Multimodal Transfer Facility, at the corner of Railroad Avenue and California Avenue, provides parking for over 40 bicycles, wide pedestrian pathways with active streetscapes, a new bus turnout and multiple covered waiting shelters to encourage alternative modes of transportation, including BART transit. Project proposals reviewed on a case-by-case basis for opportunities for additional transit amenities.
2-P-63	Participate in the development of a specific plan for the proposed Railroad Avenue BART station. Ensure that all uses with ½-mile radius of the proposed Station feature mixed-use, pedestrian-oriented design. (Transit Oriented Development)	Implemented. "Railroad Avenue Specific Plan," adopted by the City Council in November 2009.
2-P-64	Pursue the development of a trail/path linking the Delta De Anza Trail to the proposed Railroad Avenue BART Station area.	Ongoing. Identified as CIP Project ST-2 (BART Pedestrian/Bicycle Connectivity Project). Design for the \$4.5 M trail/path to be completed by Fall 2020 with construction by Fall 2021.
2-P-65	Work with Los Medanos Community College to facilitate pedestrian and bicycle connections from the campus to nearby commercial and residential areas (See 5-P-50).	Implementation ongoing. Projects reviewed on a case-by-case basis for opportunities for such connections. A bike/ped connection is proposed between LMC and the Delta De Anza Regional Trail as part of the adopted Pittsburg Moves Active Transportation Plan. Implementation dependent on grant funding.

LAND USE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
2-P-66	Work with Los Medanos College and the City of Antioch to undertake a study exploring the viability of a street connection between Leland and Buchanan Roads, along the eastern edge of the College at the border of the two cities.	Proposed “Standard Oil Avenue” is identified as a planned future route of regional significance in the East County Action Plan adopted by TRANSPLAN in August 2009 and the Countywide Transportation Plan adopted by the Contra Costa Transportation Authority in June 2009.
Buchanan		
2-P-71	New residential development south of Buchanan Road should: ○ Ensure that adequate acreage is dedicated for an elementary school and community park directly adjacent to Buchanan Rd.; ○ Not result in any net increase of peak-hour stormwater flow; ○ Preserve and enhance existing north-south creeks; and ○ Respect natural topography in the design and construction of new units.	Ongoing as part of development review. Highlands Ranch Park (10.42 acres) was constructed sometime between 1999 and 2002 as part of the Highlands Ranch Subdivision. The Tuscan Meadows Subdivision approved in 2016 will dedicate approximately 12 acres of parkland, some of which will also function as stormwater detention facilities.
2-P-72	Pursue construction of the Buchanan bypass, as designated in the General Plan Diagram, providing an alternative route for commuters traveling from Kirker Pass Rd. to destinations east of Pittsburg.	Ongoing. Final environmental impact report certified in 2014. Identified as CIP Project ST-36 (James Donlon Extension Project). The project is still in the design stage with 65% construction drawings complete.

LAND USE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
Woodlands		
2-P-76	Ensure that new residential development along Kirker Creek preserves natural riparian habitat. New development shall be setback at least 50 feet from the top of the stream bank, with continuous multi-use trail access along the west side for the creek.	Implemented as part of development review.
West Central		
2-P-78	Explore the feasibility of a pedestrian and bicycle bridge across State Route 4, near the Parkside and Los Medanos elementary schools.	Not implemented.
West Leland		

LAND USE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
2-P-81	Undertake a streetscape enhancement program for West Leland Road focusing on improving the walkability and visual character of the corridor. Emphasize increased street trees and landscaping, medians, crosswalks, widened sidewalks and benches.	Implementation ongoing. CIP Project ST-28 (West Leland Street Lighting Project) will provide lighting levels that are up to current standards along W. Leland Road from Railroad Avenue to Burton Avenue. CIP Project ST-34 (West Leland Road Safety Improvements) would 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, 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. CIP Project ST-38 (West Leland Road Pavement Markers/Markings and Speed Signage Improvements) would install highly reflective thermoplastic double yellow 4-inch centerline stripes with rumble stripes between Pamela Way and Montevideo Drive. Thermoplastic centerline stripes to be enhanced by placing reflective markers on top of the thermoplastic striping. Project would also install six driver speed feedback signage at locations prior to horizontal curves. CIP Project ST-43 (West Leland Road Pavement Delineation, Warning Signage, High Visibility Crosswalk Improvements and Traffic Signal Modification at Range Road) would occur between Railroad Avenue and Bailey Road. It would 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); and 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.

LAND USE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
2-P-82	Pursue accessibility to Stoneman Park and expansion of the Park's bicycle and pedestrian trail network.	Partially implemented. Class II bicycle facilities and sidewalks along West Leland Road currently link the Delta De Anza trail to Stoneman Park (since renamed John Henry Johnson Park). Additional park improvements may be constructed as part of the Discovery Homes Dream Courts Project, a 40,000 square-foot basketball court facility proposed at John Henry Johnson Park.
2-P-83	Explore the feasibility of provision of pedestrian and bicycle linkages from the Delta De Anza Trail to Stoneman Park.	Partially Implemented. Class II bicycle facilities and sidewalks along West Leland Road currently link the trail to Stoneman Park/John Henry Johnson Park.
Southwest Hills		
2-P-84	Ensure extension of West Leland Road and San Marco Boulevard through the area, as shown on the General Plan Diagram, as a condition of any new approval in the area.	Partially implemented. West Leland Rd. was extended from Villa Road to Santa Teresa Drive in 2020. The extension of San Marco Boulevard to Bailey Road would occur with the SW Hills/Faria Annexation Project.
2-P-91	Consider the development of a specific plan for the High Density Residential, Business Commercial, and Community Commercial areas adjacent to State Route 4, West Leland Road and San Marco Boulevard. Integrate all uses in this area into a mixed-use, transit-oriented village, featuring executive offices, research and development, entertainment, and hotel uses.	The City Council adopted the "Pittsburg/Bay Point BART Station Master Plan," October 17, 2011 (Ordinance No. 11-1350) establishing multi-modal and mixed-use development standards for development of properties closest to the Pittsburg/Bay Point BART station. Master plan approved for the Alves Ranch site (north of West Leland Road and west of Bailey Road) in January 2009 (Ordinance No. 08-1312), includes residential and commercial uses, a wide and meandering sidewalk next to West Leland Rd., and an internal east/west street with wide sidewalks.
2-P-93	Pursue construction of a landscaped multi-use path along West Leland Road, from Pittsburg/Bay Point BART Station to the proposed San Marco Village. Ensure that design of the linear parkway accommodates bicyclists.	Implementation ongoing. Partially constructed with San Marco Villas Apartments and Toscana frontage improvements. January 2009 master plan approved for Alves Ranch includes a multi-use trail along the site's West Leland Road frontage and an eight-foot wide sidewalk that is sufficiently wide for combined use by pedestrians and bicyclists, extending through the center of the site from the edge of the Pittsburg/Bay Point Master Plan to the starting point of the Toscana frontage improvements.

LAND USE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
Northwest River		
2-P-96	Preserve the wetlands and salt marsh habitats along the Suisun Bay waterfront. Allow only development of the multi-use trails and recreation facilities.	Ongoing. Regional plan for a Great California Delta Trail was included in the Pittsburg Moves Active Transportation Plan and the 2009 Contra Costa Countywide Bicycle and Pedestrian Plan.
2-P-97	Maintain the Mirant power plant site in the Industrial designation. Pursue annexation of the power plant and adjacent PG&E properties to ensure land use control of these areas.	Implemented. Mirant Annexation completed June 2008. The plant site is identified as an opportunity area for the Envision General Plan Update. Planning Commission and City Council will consider different land use alternatives for the area as part of the update process.
2-P-99	Pursue opportunities for a linear park/trail along the waterfront, connecting to Downtown.	Regional plan for a Great California Delta Trail was included in the Pittsburg Moves Active Transportation Plan and the 2009 Contra Costa Countywide Bicycle and Pedestrian Plan.

GENERAL PLAN ACTION POLICIES

Legend: **BLUE BOLD TEXT** – Policies with completed implementation
GREEN BOLD TEXT – Policies with ongoing implementation

GROWTH MANAGEMENT ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
3-P-3	Work with Contra Costa Transportation Authority (CCTA) and TRANSPLAN to develop and implement Action Plans for Routes of Regional Significance, as designated in Figure 3-1.	Staff worked with TRANSPLAN in preparation of the most recent 2017 update to East County Action Plan for Routes of Regional Significance.
3-P-4	Participate in cooperative regional land use and transportation planning efforts by sharing information about future development in the City with interested agencies and jurisdictions.	Ongoing. Applications for development and notices for development proposals are sent to interested agencies, as appropriate. Staff has created a project pipeline list and map detailing the location and vital information regarding pending and recently approved planning projects throughout the City, which is accessible online to the general public. See: http://bit.ly/CORpipeline
3-P-11	Prepare, adopt and implement a Transportation Systems Management ordinance or resolution, with the purpose of ensuring attainment of adopted traffic levels of service standards.	Implemented (PMC chapter 10.60).
3-P-12	Adopt and update development mitigation programs that collect fees to mitigate transportation impacts to both local and regional transportation facilities.	Implemented (PMC chapters 15.102 and 15.103).
3-P-13	Review and update the City's transportation impact fee schedule, requiring developers to pay the costs necessary to mitigate impacts of their development projects on the local and regional transportation system.	Implemented (PMC chapters 15.102 and 15.103).

GROWTH MANAGEMENT ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
3-P-15	Prepare, adopt and periodically update a five-year Capital Improvement Program (CIP) that describes City-sponsored capital projects necessary to maintain and improve operations for traffic, transit, pedestrians and bicyclists within the city. Proposed funding sources, agency responsibility, and project phasing should be identified in the CIP.	The City Council recently adopted an addendum to the City-wide CIP for fiscal years 2019/20 through 2023/24. The CIP categorizes capital improvement projects into ten categories: Streets, Traffic Signals, Water, Sewer, Storm Drainage, Buildings, Parks, General, Pittsburg Power and Marina Projects. The items included in the CIP range from minor to major projects affecting the City's infrastructure.
3-P-16	Preserve options for future transit use when designing improvements for roadways. Ensure that developers provide bus turnouts and/or shelters, where appropriate, as part of projects.	Pittsburg Municipal Code chapter 15.96 requires installation of bus turnouts and shelters for new commercial/industrial development along arterial streets, upon request by applicable transit agency. Development Review and Design Guidelines updated in November 2010 include policies that encourage bicycle/pedestrian connectivity and alternative transportation programs. Also, a 'Complete Streets' policy was adopted by the City Council in 2013. Project proposals reviewed on a case-by-case basis for opportunities for additional transit amenities.
3-P-17	As part of development approval, ensure that safe and contiguous routes for pedestrians and bicyclists are provided within new development projects and on any roadways that are impacted as a result of new development.	Development Review and Design Guidelines updated in November 2010 includes policies that encourage bicycle/pedestrian connectivity and alternative transportation programs. A 'Complete Streets' policy was adopted by the City Council in 2013. Project proposals reviewed on a case-by-case basis for opportunities for additional transit amenities. The City has adopted the Pittsburg Moves Active Transportation Plan which includes recommendations for future bike and pedestrian improvements citywide.

GROWTH MANAGEMENT ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
3-P-19	Comply with California Government Code Sec. 65400(b) requiring preparation of an annual report summarizing the City's progress in implementing the General Plan, and submit copies of the report to the Contra Costa Transportation Authority biennially as part of the Authority's Growth Management Plan Compliance Checklist.	Ongoing.

GENERAL PLAN POLICY MATRIX

Legend: **BLUE BOLD TEXT** – Policies with completed implementation
GREEN BOLD TEXT – Policies with ongoing implementation

URBAN DESIGN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
Views, Ridges, and Edges		
4-P-1	Require ridge setbacks for all new hillside development. Building pads should be located at least 150 feet away from the crest of a major ridgeline (measured horizontally from the centerline), as designated in Figure 4-3.	Implemented as part of development review.
4-P-4	Develop and implement use of a “Design Review Checklist” for all new hillside development, to ensure that conservation and site layout policies within the General Plan are considered.	Not yet implemented. Adoption of Hillside Regulations put on hold by City Council due to budgetary constraints. The City Council will have an opportunity to revisit this topic as part of the Envision Pittsburgh General Plan Update.
4-P-5	Design and install entry features at the entrances to the city, implemented through the City’s Capital Improvement Program. Use landscaping, signs, lighting, and other visual features to announce the gateway along regional roadways.	Ongoing. A monument sign with an LED readerboard was installed at the corner of Railroad Ave. and California Ave. as part of the multimodal transfer facility completed in 2018. The electronic readerboard near the eastern end of Buchanan Road was recently repaired.
Hillside Development		
4-P-8	Update the Hillside Planned Development District within the City’s Zoning Ordinance to reflect the hillside development standards and policies set forth within the General Plan.	Not yet implemented. Adoption of Hillside Regulations put on hold by City Council due to budgetary constraints. The City Council will have an opportunity to revisit this topic as part of the Envision Pittsburgh General Plan Update.

URBAN DESIGN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
4-P-10	Amend the City's Zoning Ordinance to allow density bonuses of 10 percent (maximum) for new hillside development that preserves 40 percent of natural hill contours.	Not yet implemented. Adoption of Hillside Regulations put on hold by City Council due to budgetary constraints. The City Council will have an opportunity to revisit this topic as part of the Envision Pittsburg General Plan Update.
4-P-11	Limit grading of hillside areas over 30 percent slope (on Figure 10-1) to elevations less than 900', foothills, knolls, and ridges not classified as major or minor ridgelines (on Figure 4-2). During review of development plans, ensure that necessary grading respects significant natural features and visually blends with adjacent properties.	Implemented as part of development review.
4-P-13	Revise the City's development permitting requirements to include erosion control and re-vegetation programs as part of grading plans for new hillside development.	Implemented as part of development review.
4-P-16	Allow flag lots with common driveways within hillside neighborhoods, in order to encourage terracing of buildings while minimizing roadway cut-and-fill (see Figure 4-4).	Implemented as part of development review.
4-P-30	Ensure that all residential developers provide multi-use trails or trailheads connecting to local schools and parks, commercial centers, and regional open spaces.	Implemented as part of development review. Additionally, the City completed the following trails in 2017 and 2019: 1) Frontage Rd. from Railroad Ave. to Crestview Ave.; 2) Power Ave. from Railroad Ave. to Davi Ave.; and 3) San Marco Blvd. from Santa Lucia Dr. to W. Leland Rd. In 2020, the City completed the trail and pedestrian bridge adjacent to San Marco Blvd. north of Santa Teresa Drive.
Key Corridors		

URBAN DESIGN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
4-P-33	Pursue the extension of the Railroad Avenue linear park north along the west side of the arterial to City Park.	Partially implemented. Supporting policies incorporated into the “Railroad Avenue Specific Plan,” adopted by the City Council in November 2009 (Ord. No. 09-1319). The described linear park was excluded from the newly-built County Courthouse building approved by the State. However, the City is contemplating a Class 1 trail along the west side of Railroad Avenue between SR 4 and Center Drive. It should be noted that CIP Project ST-2 (Railroad Avenue Class 1 Trail) would construct a Class 1 trail along the west side of Railroad Avenue between The Delta De Anza Trail to SR 4. This project is fully-funded and is expected to break ground by the end of 2021.
4-P-34	Provide incentives (available through Enterprise Zone programs and Local programs) for demolition and/or reuse of blighted commercial properties near the Civic Center.	Ongoing. The Enterprise Zone program was eliminated by the State in 2014. However, Contra Costa County has designated 17 ‘Opportunity Zones’ (OZs) under a new federal program that offers capital gains tax relief to qualified investments within them. Contra Costa’s Zones are in the cities of Richmond, San Pablo, El Cerrito, Concord, Antioch, and Pittsburg, and the communities of Bay Point and North Richmond.
4-P-35	Create a sense of identity along Railroad Avenue by installing street amenities fabricated from similar materials and styles as existing median trellises.	Partially implemented and ongoing. Bus shelters and median trellises on Railroad Ave. south of Highway 4 are made from common material (metal) with different finishes. “Railroad Avenue Specific Plan,” incorporates policies addressing streetscape improvements. Streetscape improvements built in downtown share a common theme and color scheme. The BART Multimodal Transfer Facility completed in 2018 is consistent with the applicable portions of the RASP Architectural and Design Criteria, utilizes varied materials and colors to provide visual interest, and incorporates outdoor stairs, railings, fences, and other outdoor elements that are decorative and composed of materials that are architecturally compatible with surrounding developments.
4-P-36	Consider developing architectural guidelines for new development or redevelopment along Railroad Avenue.	Implemented with adoption of the “Railroad Avenue Specific Plan,” approved November 2009 and the “Old Town Pittsburg Design Guidelines,” approved September 2005.

URBAN DESIGN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
		In 2017, Senate Bill 35 (SB 35) established a mandated, streamlined ministerial review process for multifamily residential projects that pay prevailing wage for construction labor. The intent of this law is to exempt qualifying projects from environmental review under the California Environmental Quality Act (CEQA) and limit the local government agency's project review to compliance with locally adopted "objective design and development standards." The City has received a \$103,333 grant to cover the cost of a professional design consultant to develop the objective design standards from Pittsburg's existing Development Design Standards and specific plans.
4-P-38	Develop an entry feature at the intersection of Railroad Avenue/Kirker Pass Road and Nortonville Road to welcome residents and visitors to the City of Pittsburg.	Not implemented.
4-P-41	Provide incentives to redevelop blighted commercial properties along Railroad Avenue. Encourage developers to provide pedestrian amenities and focus on connections between the street and surrounding properties.	Incentives incorporated into the "Railroad Avenue Specific Plan." Implementation ongoing as redevelopment and buildout occurs in the Specific Plan area. On February 3, 2020, the City Council approved a Fee Reduction Pilot Program to encourage new construction for certain business uses within three commercial corridors in the City, including Railroad Avenue. Eligible business uses include hospitals, restaurants, grocery stores, labs, medical offices, auto dealerships, and hotels. Under the program, certain planning, building, and engineering fees have been reduced to \$100. The program expires on June 30, 2021.
4-P-42	Work with Contra Costa Water District to clean up Contra Costa Canal, including the removal of litter and reduction and beautification of fencing.	Canal clean ups not implemented. The City does not currently have access to CCWD canal property. However, the City has held several Civic Pride Days in past years to clean up several areas in the community. In May 2019, residents participated in clean ups for Buchanan Park, Riverview Park, MLK Jr. Spillway, Rancho Medanos, and Civic Park. City sponsored clean-ups did not occur during 2020 due to the COVID-19 pandemic.

URBAN DESIGN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
4-P-43	Pursue private investment in the redevelopment of the Railroad Square shopping center. Consider development of a community or recreational facility on this property.	Partially implemented. Prior to its dissolution, the Redevelopment Agency provided funding for improvements for a restaurant in the shopping center. In 2015, staff worked with the various property owners to repaint the entire shopping center in a cohesive color scheme. The Planning Division also worked with the multiple property owners to remedy further code violations dealing with signage and site maintenance. Other incentives (streamlined permitting, design assistance) could be made available to property owners pursuing other improvements to other tenant spaces.
4-P-44	Work with BART to develop a pedestrian-oriented mixed-use district in the proposed Railroad Avenue BART Station Area.	Implemented with adoption of the "Railroad Avenue Specific Plan," approved by the City Council in November 2009.
Willow Pass Road		
4-P-45	Narrow the section of Willow Pass between Beacon Street and Range Road to one travel lane in each direction, and construct a landscaped center median with left-turn pockets.	Partially implemented. Road is one lane in each direction, but landscaped medians have not been installed for length of street.
4-P-46	Widen sidewalks along the eastern section of the Willow Pass Road corridor, for use by local residents moving between Downtown, adjacent neighborhoods, and industrial employers.	Partially implemented with new private developments along this portion of corridor (e.g., Transbay Cable and First Baptist Church).
4-P-48	Pursue the design and construction of an interchange/overpass at State Route 4 and Range Road. Work with Caltrans to design an	CIP Project ST-1 (Range Road Overcrossing) would include planning, design, and construction of an overcrossing on State Route 4 at Range Road. The project would

URBAN DESIGN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
	interchange facility that will accommodate future traffic demands.	significantly improve the level of service of the overcrossings at Railroad Avenue and Bailey Road. It would accommodate bicycle facilities where appropriate.
4-P-49	Initiate a tree-planting program along Willow Pass Road. Use a variety of native and locally-recognized trees with low maintenance needs.	Ongoing. Trees along property frontages are planted with new private developments (e.g., Transbay Cable) as they are built.
4-P-51	Actively pursue redevelopment of vacant and underutilized parcels along Willow Pass Road with business and service commercial uses.	Ongoing.
4-P-52	Rebuild the interchange/underpass between Willow Pass Road, Range Road, North Parkside Drive, and the BNSF Railroad tracks for safe and efficient movement of auto and bicycle traffic.	CIP Project ST-25 (Rebuild Range Road/Willow Pass Road Interchange) would 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 would accommodate bicycle facilities where appropriate.
4-P-53	Reconstruct the interchange/underpass between Willow Pass Road, Range Road, North Parkside Drive, and the BNSF Railroad tracks to improve accessibility, by installing City signage and safety features (for example, stop or yield signs).	
Leland Road		
4-P-56	Construct a center median along West Leland Road, with trees and landscaping, from Railroad Avenue to the Pittsburg/Bay Point BART station area, as street right-of-way allows. Provide left-	Not implemented.

URBAN DESIGN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
	turn pockets for access to residential neighborhoods.	
4-P-57	Provide marked, on-street bike lanes along Leland Road, west of Stoneman Park.	Implemented.
4-P-58	For pedestrian safety and comfort, construct and maintain covered bus shelters at transit stops along Leland Road.	Implemented as part of development review. Pittsburg Municipal Code chapter 15.96 requires installation of bus turnouts and shelters for new commercial/industrial development along arterial streets, upon request by applicable transit agency.
State Route 4		
4-P-64	Work with CALTRANS to implement a uniform landscape theme along the State Route 4 corridor throughout the Planning Area.	Ongoing. Caltrans completed landscape right-of-way improvements in the area of Railroad Avenue, Loveridge Road, and Auto Center Drive.
4-P-65	Work with CALTRANS to incorporate landscaping and signage and to improve views and access to the Pittsburg Civic Center and other destination points from State Route 4.	
4-P-66	Revise the City's sign regulations to allow larger freestanding signs along State Route 4 to identify regional commercial uses. Ensure that such signs are coordinated in design and limited in number.	Implemented. Ordinance allowing billboards subject to certain standards adopted in 2015. Due to limitations on the number of available parcels and subsequent billboard location study, this ordinance was further revised in January 2016. In 2020, the Economic Development Department initiated a request to approve a general plan amendment and rezoning of a city-owned parcel and an unmapped portion of an abandoned right-of-way along Frontage Road. If approved, the amendment and rezoning would allow for a variety of commercial uses, including an electronic billboard.

URBAN DESIGN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
Mixed Use Areas		
4-P-67	Develop land uses in the BART Station Area according to the Pittsburg/Bay Point BART Station Area Specific Plan.	Properties rezoned M-P (Mixed Use with a Master Plan Overlay) District, and the “Pittsburg/Bay Point BART Master Plan,” adopted with City Council adoption of Ordinance No. 11-1350 in October 2011.
4-P-68	Pursue the development of a Transit Plaza, in cooperation with Contra Costa County, BART, Tri-Delta, and County Connection, adjacent to the BART Station. Such a Transit Plaza would link rapid transit, bus service, and park and ride lots within a walkable, mixed use village.	Implementation ongoing. Guidance policies for the transit plaza development were incorporated into the “Pittsburg/Bay Point BART Master Plan” adopted by City Council in October 2011. Additionally, the BART Multimodal Transfer Facility, at the corner of Railroad Avenue and California Avenue, will help link BART to bus service, bicycle facilities, and automobiles.
4-P-70	Upon finalization of plans to extend BART to Railroad Avenue, develop a mixed-use, transit-oriented center surrounding the proposed station. Focus redevelopment on higher-end business/office uses, with support retail, restaurant, and residential activities.	Implemented with the adoption of the “Railroad Avenue Specific Plan,” in November 2009 (Ordinance No. 09-1319).
4-P-71	Upon finalization of plans to extend BART to Railroad Avenue, work with BART to develop a Railroad Avenue BART Station Area Specific Plan that addresses: ○ Mixed-use structures; ○ Building design that focuses on street-orientation; ○ Extensive landscaping and street trees;	“Railroad Avenue Specific Plan” adopted by City Council in November 2009.

URBAN DESIGN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
	○ Pedestrian furniture (for example, benches and trash cans); ○ Street lighting; and ○ Signage.	
4-P-72	Encourage reuse and redevelopment of the aging industrial/warehouse structures currently located within the proposed Railroad Avenue BART Station Area, between Garcia Avenue and State Route 4. Amend the City's Zoning Ordinance to allow commercial intensities of up to 2.5 FAR.	Implemented with the adoption of the "Railroad Avenue Specific Plan," in November 2009 (Ordinance No. 09-1319).
4-P-74	Develop a mixed-use village at the intersection of West Leland Road and the proposed San Marco Blvd.	Not implemented. Current entitlements for the property pursuant to a development agreement identify exclusively residential development for the general area with a gas station on the northwest corner and a park on the southeast corner of the intersection. There is currently a request to approve plans for the San Marco Commercial Center Project. The project consists of a 29,822-square-foot anchor tenant, a 3,500-square-foot restaurant, and 1,826-square-foot pad building 35,148-square-foot on a 3.69-acre site located at 2011 W. Leland Road. On November 16, 2020, the City Council adopted a resolution amending the General Plan land use designation for the site. The Planning Commission will consider granting design review and use permit approval for the project sometime in March or April 2021.
4-P-76	Pursue the development of a linear parkway along West Leland Road, connecting the Pittsburg/Bay Point BART Station Area to San Marco Village.	Partially implemented with sidewalk improvements adjacent to San Marco Villas and Toscana. Master plan for Alves Ranch includes multi-use pathway at West Leland Road frontage of property and an eight-foot wide sidewalk that is sufficiently wide for combined use by pedestrians and bicyclists, extending through the center of the site

URBAN DESIGN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
		from the edge of the Pittsburg/Bay Point Master Plan to then starting point of the Toscana frontage improvements.
Neighborhood Design		
4-P-80	Prepare a design standards checklist and/or residential design guidelines for use during review of development projects.	Residential Design Guidelines exist and were updated in November 2010 to include green building and sustainable design policies. In 2017, Senate Bill 35 (SB 35) established a mandated, streamlined ministerial review process for multifamily residential projects that pay prevailing wage for construction labor. The intent of this law is to exempt qualifying projects from environmental review under the California Environmental Quality Act (CEQA) and limit the local government agency's project review to compliance with locally adopted "objective design and development standards." The City has received a \$103,333 grant to cover the cost of a professional design consultant to develop the objective design standards from Pittsburg's existing Development Design Standards and specific plans.
4-P-82	Develop and implement development standards in the City's Zoning Ordinance and Subdivision Regulations that minimize the visual dominance of garages in residential units.	Development standards not implemented. However, design guidelines to minimize the visual impacts of garage doors are included as part of City Design Review and Development Guidelines adopted November 2010.
4-P-83	As part of the City subdivision regulations, establish street connectivity requirements.	Partially implemented. Policies encouraging enhanced pedestrian and vehicular connectivity in new residential developments were incorporated into the updated Development Review and Design Guidelines adopted November 2010 and the City Complete Streets Policy, adopted 2013. Policy 4 under Goal 1 of the Pittsburg Moves Active Transportation Plan requires that development projects "provide a high-degree of street connectivity." It also discourages gated communities and street vacations that result in decreased connectivity between neighborhoods.

URBAN DESIGN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
4-P-84	Use traffic calming measures to reduce speeds in residential areas, rather than limit through-street connections.	Ongoing. City continues to pursue grant funding for traffic calming measures such as bulb-outs and lighted crosswalks. Bulb-outs, raised intersections and a roundabout have been built in various intersections in downtown for traffic calming purposes. Speed humps program incorporated into the Capital Improvement Program. In February 2021, the City Council adopted the Pittsburgh Moves Active Transportation Plan, which includes additional policies related to pedestrian safety.
4-P-85	Provide safe and comfortable pedestrian routes through local neighborhoods by requiring sidewalks on both sides of residential streets, except in hillside areas, by planting street trees adjacent to the curb, and by minimizing curb cuts.	Implementation ongoing as development proposals are reviewed. Updated Development Review and Design Guidelines for new construction (adopted November 2010) include policies encouraging safe and unobstructed pedestrian access through neighborhoods. In February 2021, the City Council adopted the Pittsburgh Moves Active Transportation Plan, which includes additional policies related to pedestrian safety.

GENERAL PLAN POLICY MATRIX

Legend: **BLUE BOLD TEXT** – Policies with completed implementation
GREEN BOLD TEXT – Policies with ongoing implementation

DOWNTOWN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
Development Strategies		
5-P-1	Develop and adopt downtown Zoning Districts to address specific land use and development standards for the Downtown area.	Implemented with the establishment of the CP (Pedestrian Commercial) District in October 2006 and the Phase 2 Zoning Code Update adopted May 2007.
5-P-3	Ensure coordination between the Pittsburg Redevelopment Agency, Community Development Department, and Economic Development Department in order to achieve the goals and policies envisioned for Downtown.	Implementation ongoing.
5-P-4	Concentrate Downtown Commercial activity - which includes specialty retail, professional offices, personal services, entertainment and other similar uses - along the Railroad Avenue corridor.	Implemented with the adoption of the CP (Pedestrian Commercial) District in October 2006. Ordinance to consolidate the CP-1 and CP-2 sub-districts to provide more flexibility related to the allowable uses within the CP District adopted in 2018. On February 3, 2020, the City Council approved a Fee Reduction Pilot Program to encourage new construction for certain business uses within three commercial corridors in the City, including Railroad Avenue. Eligible business uses include hospitals, restaurants, grocery stores, labs, medical offices, auto dealerships, and hotels. Under the program, certain planning, building, and engineering fees have been reduced to \$100. The program is set to expire on June 30, 2021.

DOWNTOWN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
5-P-6	Pursue the development and promotion of cultural activities and facilities, such as museums, meeting halls, community theaters, public art galleries and shows, located within the Commercial Core.	Planning Commission previously approved a façade update and restoration of the California Theater, to support re-establishment of the use as an entertainment facility. Rehabilitation of the California Theater commenced in 2010 and was completed in 2012. Further restoration and updates to the California Theater were completed in 2016. Proceeds from the sale of city-owned parcels at the northern terminus of Harbor Street are being spent on the renovation of the balcony at the California Theater.
5-P-7	Encourage property-owners in the Commercial Core to utilize ground-level storefronts for retail and pedestrian-oriented commercial activities (for example, restaurants, boutiques, and personal services).	Implemented with the adoption of the CP (Pedestrian Commercial) District in October 2006.
5-P-8	Limit commercial uses along the southern side of East 10 th Street to Service Commercial businesses—including repair and maintenance, retail sales, special trade contracting and other similar uses.	Implemented with the Phase 2 Zoning Code Update adopted May 2007.
5-P-9	Permit mixed-use projects with service commercial uses on street frontage along the northern side of East 10 th Street, to provide a transition to Downtown residential areas.	Implemented with the Phase 2 Zoning Code Update adopted May 2007.
5-P-10	Pursue the development of a community/public use in the large vacant lot facing East Tenth, adjacent to the brick Adventist Church.	Not implemented. Property owner not pursuing development of the site at this time.

DOWNTOWN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
5-P-12	Improve streetscaping along East Tenth Street with a landscaped median, wide sidewalks, pedestrian amenities (for example, benches and trash/recycling receptacles), and street trees.	Partially implemented with the construction of the Entrata mixed-use building, Marina Vista Elementary School, and La Hacienda building improvements. Additional improvements on East 10 th Street, between Railroad Avenue and Black Diamond Street, completed in 2010 as part of a CIP project. New sidewalk will be installed along the northern side of E. 10 th Street between Cumberland St. and Los Medanos St. as part of the Veterans Square Apartments Project.
5-P-13	Undertake active efforts, including land acquisition and assembly, to develop a waterfront activity center at the terminus of Harbor Street, featuring a cluster of Marine commercial uses, including specialty retail, services, restaurants, marine repair and docking facilities, hotels and other uses.	Ongoing. Properties were rezoned CW (Waterfront Commercial) District in anticipation of private redevelopment of the site. A majority of the 18-acre property is owned by one party (Third Street Pittsburg) with a portion owned by the City of Pittsburg. This area has been identified as an opportunity zone for the Envision Pittsburg General Plan Update. The Planning Commission and City Council will consider different land use alternatives for the area as part of the update process.
5-P-14	Develop a detailed design plan for the City's new Marine Commercial center, featuring: mixed-use village atmosphere; walkable layout, with pedestrian amenities; public access to the shoreline and views of Browns Island; and focus on visitor attractions, as well as traditional marine services.	Not implemented.
5-P-15	Acquire land at the terminus of Harbor Street for the development of a public park and promenade, providing access to the waterfront and open space at the center of the new Marine Commercial center.	Partially implemented. A majority of the 18-acre property is owned by one party (Third Street Pittsburg) with a portion owned by the City of Pittsburg.

DOWNTOWN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
5-P-16	Encourage redevelopment of the [former] Johns Manville property. Allow existing Industrial uses to operate until redevelopment occurs (including rebuild, if damaged or destroyed).	In 2018, the property was purchased by the Making Waves Foundation for construction of the Making Waves Academy – a charter elementary, middle, and high school. The Planning Commission approved the project in February 2019. However, the owner/developer has cancelled the project and the site may be sold to another party in the future.
5-P-18	Pursue the dedication of public open space during the redevelopment of infill sites within the downtown, particularly adjacent to the waterfront area.	Implemented on a case-by-case basis as development proposals are reviewed. Waterstone, an 82-unit single family infill development on approximately seven acres approved in 2016 includes approximately 12,000 square feet of community open space, including a tot lot and play structure. Liberty, a 57-unit single family infill development on approximately five acres approved in 2018 includes an approximately 11,897-square-foot park with a play structure, tables, and benches.
5-P-21	Provide flexible small-lot single-family (SLSF) development standards in the City's Zoning Ordinance.	Implemented with Phase 2 Zoning Code Update adopted May 2007.
5-P-22	Pursue acquisition and development of a new park site, as designated in Figure 5-1. Provide a variety of recreational facilities to serve residents of surrounding neighborhoods.	Ongoing. Park designation on three West 10 th Street Neighborhood blocks has been removed in favor of promoting restoration of the existing homes and established single-family neighborhood. Construction of a new plaza at West 6 th Street and Railroad Avenue in Old Town was completed in 2010, in accordance with the CIP. Construction of John Buckley Square, a larger park immediately behind and adjacent to the plaza, was completed in mid-2015. In 2018, the City completed construction of Ray Giacomelli Park at the southeast corner of San Marco Boulevard and W. Leland Road. In 2020, City Council approved an amendment to the San Marco Development Agreement requiring Discovery Homes to design and construct a park in the Positano neighborhood (San Marco Unit 12). Evaluation of additional sites for urban parks and plazas ongoing as part of development review.

DOWNTOWN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
5-P-25	Improve streetscaping along West 10 th Street with a landscaped median, wide sidewalks, pedestrian amenities (for example, benches and trash/recycling receptacles), and street trees.	Implemented. Construction completed in 2010 on City capital improvement project that included new street surfacing, a landscaped center median, and new widened sidewalks.
Design and Development		
5-P-26	Continue streetscape beautification efforts within the Downtown, focusing on improving the visual connection between the Commercial Core and the waterfront.	Construction of streetscape improvements along Railroad Avenue completed in 2010; improvements included new trees, on-street diagonal parking stalls and raised intersections.
5-P-27	Encourage the repetition of key historical architectural features—such as windows and displays, cornice details, and roofline/pitch elements—in the redevelopment of commercial structures in Downtown.	Design standards and policies adopted with the “Old Town Design Guidelines” in September 2005. Implementation and application of standards and policies ongoing as part of project review.
5-P-29	Ensure that new construction and remodeling throughout Downtown (including the New York Landing Historical District) are reviewed for design compatibility by the Planning Commission.	Design standards and policies adopted with the “Old Town Design Guidelines,” in September 2005. Implementation and application of standards and policies ongoing as part of project review.
5-P-31	Design and implement a gateway project at the Railroad Avenue overpass between Central Avenue and Tenth Street, providing an identifiable gateway into the downtown.	Old Town entry sign and public announcement reader-board constructed at Railroad Avenue and East 10 th Street in 2009.

DOWNTOWN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
5-P-32	Develop a “way-finding” system for Downtown Pittsburg. Install uniform signage and banners informing visitors of major attractions, including directions to Downtown from the Highway and to the waterfront from Downtown.	In progress. Informational signage placed in Old Town Plaza near Railroad Avenue at East 5 th Street. Additional signage identifying public parking lots has been contemplated but not installed.
5-P-35	During redevelopment of commercial properties along Railroad Avenue, pursue widening of sidewalks north of Eighth Street, as site configuration allows. Allow and encourage outdoor seating and services adjacent to restaurants and other food/beverage sales.	Implemented with the approval/construction of the Railroad Avenue streetscape improvements, the Vidrio and Siena Court projects, and various façade remodels (Mechanics Bank/Steeltown Coffee and Lumpy’s Diner). In 2019, the City completed CIP Project ST-13 (Railroad Avenue 3 rd to 5 th Street Sidewalk Improvement) which replaced the aging and deteriorating paver system in the downtown sidewalks with concrete and pavers at the corners of 3 rd , 4 th , and 5 th streets.
5-P-39	Extend the historical flavor of architectural features within the New York Land Historical District to the intersection of Railroad Avenue and Tenth Street.	Design standards and policies adopted with the “Old Town Design Guidelines,” in September 2005. Implementation and application of standards and policies ongoing as part of project review. In 2020, the Planning Commission approved plans to rehabilitate the historic Demetrakopulos and Royce Buildings. The rehabilitation project will further enhance the district’s historic character.
5-P-40	Pursue acquisition of the Railroad Avenue terminus by transferring existing private recreation facilities due west of the adjacent Medium Density Residential neighborhood. Redesign the public plaza to ensure that both visual and physical access from Downtown is achieved.	Not implemented.

DOWNTOWN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
5-P-41	Encourage design of the Harbor Street terminus to provide an unobstructed view of New York Slough and a 30-foot wide promenade to the waterfront. This linear park/promenade should function as a public square, with buildings oriented toward it and pedestrian amenities leading from East Third.	Multiple parcels at the terminus of Harbor Street were acquired by the former Redevelopment Agency. The parcels were sold to the Making Waves Foundation for future construction of a sports facility to support the Making Waves Academy which was to be constructed on the former Johns Manville site starting in 2019. Proceeds from the sale were to be used to construct a public trail from E. 3 rd Street to a new waterfront lookout point.
5-P-42	Improve the pedestrian path along Marina Boulevard, connecting the Downtown core to the waterfront/marina area. Provide a wide path right-of-way, way-finding signage, landscaping, interpretive plaques, and street lighting.	Partially implemented with completion of the Marina Master Plan and the Marina Promenade project.
Access and Parking		
5-P-44	Provide public parking lots within downtown, and limit private, single-user parking areas. However, ensure the provision of off-street parking facilities in periphery Downtown areas to encourage pedestrian movement.	Implemented. Phase 2 Zoning Update eliminated requirement for off-street parking for non-residential uses in CP (Pedestrian Commercial) District along Railroad Avenue. Public parking facilities provided at E. 5 th Street, E. 6 th Street, along 8 th Street corridor, and off of Marina Boulevard.
5-P-45	Reduce off-street parking requirements within High Density Residential neighborhoods of the downtown to one space per housing unit. Allow further reductions in parking requirements for new residential projects that provide transit-friendly design features.	Partially implemented with Phase 1 Zoning Code Update adopted November 2005, which lowered the residential parking requirement to 1.5 spaces per unit within the Downtown Subarea. Further reductions in parking requirements are considered on a case-by-case basis and have been approved for affordable housing/density bonus projects (e.g., Siena Court, Almenara, and Veterans Square apartments).
5-P-46	Consider making all one-way streets two-way by eliminating on-street parking, if necessary.	Not implemented.
5-P-47	Investigate use of diagonal on-street parking spaces on Downtown commercial streets.	Implemented. Diagonal parking installed on Railroad Avenue and on 8 th Street.

DOWNTOWN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
5-P-48	Continue to install and maintain crosswalks and landscaped curb extensions at heavily-used intersections within the Downtown.	Implemented. Railroad Avenue streetscape improvements completed in 2010 include bulb-outs and raised intersections on Railroad Avenue. Additional opportunities for such improvements evaluated as part of development review for downtown projects.
5-P-49	Design sidewalks in the Downtown Commercial Core that allow for the free flow of pedestrians, and include conveniently located rest areas with shade and seating.	Implemented. Railroad Avenue streetscape improvements completed in 2010 include benches, trash receptacles, bollards at key intersections, new light standards and sidewalk tree grates.
5-P-50	Develop a bikeway along the Downtown waterfront from Central Harbor Park to the proposed Marine Commercial Center, adjacent to the proposed Marina Boulevard pedestrian path.	The City Council adopted the Pittsburgh Moves Active Transportation Plan (ATP) in February 2021. The ATP recommends Class II bikeways along Harbor Street between E. 8 th Street and E. 3 rd Street; and a parallel, off-street multipurpose pathway will also be built along the western half of Harbor Street.
5-P-51	Develop a bikeway connecting the Downtown and waterfront areas to the Civic Center area along Railroad Avenue.	Partially implemented. The Pittsburgh Moves Active Transportation Plan recommends a new Class IV bikeway along Railroad Avenue between the Civic Center and Downtown.
5-P-52	Create pedestrian and bike path linkages between existing Downtown parks.	Partially implemented with construction of the 8 th Street linear park and Marina Promenade. Additionally, several pedestrian and bicycle improvements are recommended as part of the adopted Pittsburgh Moves Active Transportation Plan.

GENERAL PLAN POLICY MATRIX

Legend: **BLUE BOLD TEXT** – Policies with completed implementation
GREEN BOLD TEXT – Policies with ongoing implementation

ECONOMIC DEVELOPMENT ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
6-P-5	Undertake a detailed study to assess the true costs of development and establish an appropriate impact fee schedule to ensure that new development “pays its own way” with respect to infrastructure and servicing.	In September 2018, the City contracted with Willdan Financial Services to conduct a cost allocation plan and comprehensive user fee study to update the City’s Master Fee Schedule. Willdan completed their review and provided the City with a detailed comprehensive report and recommendations. The results of the study were incorporated into the amended Master Fee Schedule which was adopted by the City Council on February 3, 2020.
6-P-9	Establish Economic Opportunity Areas in Pittsburg, as indicated in Table 6-3 and Figure 6-2. Development in these areas must reflect both current and future trends, maximize revenue-generating opportunities for the City, and provide for economic diversity.	The California Enterprise Zone program ended in 2014. However, Contra Costa County has designated 17 ‘Opportunity Zones’ (OZs) under a new federal program that offers capital gains tax relief to qualified investments within them. Contra Costa’s Zones are in the cities of Richmond, San Pablo, El Cerrito, Concord, Antioch, and Pittsburg, and the communities of Bay Point and North Richmond. Other programs in place to help new and existing businesses include the Workforce Development program (funded by the County), the California Competes program (funded by the State) and the Pittsburg Chamber of Commerce, which has a small business program that is currently free of charge for businesses in town.
6-P-11	Develop a retail and consumer services strategy to attract regional- and local-serving non-basic industries, ensure appropriate location, and maximize growth opportunities. Incorporate initiatives to retain and expand existing retail and consumer services businesses.	Implementation ongoing with ongoing business recruitment, retention and outreach efforts, and business relationship-building under the Sister City program. On February 3, 2020, the City Council approved a Fee Reduction Pilot Program to encourage new construction for certain business uses within three commercial corridors in the City, including Railroad Avenue. Eligible business uses include hospitals, restaurants, grocery stores, labs, medical offices, auto dealerships, and

ECONOMIC DEVELOPMENT ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
6-P-12	Develop a research and development (R&D) and office attraction strategy to promote economic diversification, ensure appropriate locations and maximize growth opportunities. Incorporate initiatives to retain and expand existing R&D and office businesses.	hotels. Under the program, certain planning, building, and engineering fees have been reduced to \$100. The program is set to expire on June 30, 2021.
6-P-13	Create a Research and Development (R&D) Industry Advisory Council comprised of business leaders from within Pittsburgh to assist the implementation of the R&D and office attraction strategy (Policy 6-P-11).	Not implemented.
6-P-14	Establish an inventory of ready-to-go non-residential sites, complete with zoning, infrastructure, and environmental clearances. If necessary, acquire or assemble sites to ensure availability of sites of adequate size to attract industry clusters that meet the City's development objectives.	Partially implemented. The City has developed a web-based GIS that includes zoning and General Plan land use designations for commercial properties, as well as utilities and other infrastructure information. GIS zoning and General Plan land use information is available to the public, and the public can contact city staff for more information. In 2016, the City launched ThinkPittsburg.com to provide prospective businesses with an inventory of commercial and industrial sites, as well as demographic information and comparisons to nearby jurisdictions.
6-P-16	Consider the feasibility of establishing a convention or performing arts center, amphitheater, or other public cultural amenity in or linked to the Downtown or waterfront, or in another appropriate location.	Implemented. Construction of a new plaza with small amphitheater at West 6 th Street and Railroad Avenue in Old Town (at John Buckley Square) was completed in 2010, in accordance with the CIP. Restoration of the California Theatre was completed in late 2012 and has since been available for use as an event venue.

ECONOMIC DEVELOPMENT ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
6-P-17	Facilitate additional attractions and events that bring both residents and visitors to the City, the Downtown, and the waterfront.	Implementation ongoing. Prior to the COVID-19 pandemic, annual and seasonal events included Fourth of July fireworks, weekly Farmer's Market (summer and fall months), Seafood Festival, and Car Shows during summer months. Events have also been held periodically in the California Theatre since its reopening in January 2013. In 2016, the City hosted a weekly "Off The Grid," event, a food truck pop-up series popular throughout the Bay Area, at John Buckley Square in Downtown Pittsburg. The City continued to host weekly Off The Grid events throughout 2017. In 2020, the City sponsored a similar weekly pop-up called "Eats & Beats" at Ray Giacomelli Park.
6-P-18	Ensure that new waterfront development includes enhanced shoreline access, some form of public amenity, and an appropriate mix of waterfront uses.	Implementation ongoing with the Marina Master Plan, Phase 2 Zoning Update.

GENERAL PLAN POLICY MATRIX

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TRANSPORTATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
Street System and Traffic Standards		
7-P-1	Require mitigation for development proposals that are not part of the Traffic Mitigation Fee program which contribute more than one percent of the volume to an existing roadway or intersections with inadequate capacity to meet cumulative demand.	Ongoing. Implemented on a case-by-case basis through conditions of approval.
7-P-2	Use the adopted Regional and Local Transportation Impact Mitigation Fee ordinances to ensure that all new development pays an equitable pro-rata share of the cost of transportation improvements. Review the Traffic Impact Mitigation Fee schedule annually and update every five years at a minimum.	Implementation ongoing. Fees updated annually.
7-P-3	Review and update the City's Engineering Design Standards for each functional roadway classification, according to Table 7-1.	Implemented.
7-P-4	Require that all traffic studies be conducted by professional transportation consultants selected by the Planning and Building and Engineering Departments, with the City acting as the lead agency. Ensure that all costs associated with the traffic study are paid by the applicant.	Implemented as part of development review.

TRANSPORTATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
7-P-5	Apply for Federal Congestion Mitigation Air Quality (CMAQ) grant funding, designed to improve air quality through roadway improvement projects.	Implementation ongoing. In 2018, the City received \$203,000 in CMAQ funding for school area safety improvements and \$1.3 M for the multimodal transfer facility.
7-P-6	Design roadway improvements and evaluate development proposals based on Level of Service standards set forth in Goal 7-G-1.	Implemented as part of development review.
7-P-10	Require mitigation for development proposals which result in projected parking demand that would exceed the proposed parking supply on a regular and frequent basis.	Implemented as part of development review.
7-P-12	Continue to collect fees, plan and design for the future construction of Buchanan Bypass. Ensure preparation of a feasibility and environmental impact study to determine the precise alignment, costs, mitigation measures, and impacts on adjacent uses.	Final environmental impact report certified in 2014. Identified as CIP Project ST-36 (James Donlon Extension Design and Construction).
7-P-16	Continue to collect fees for the extension of West Leland Road to Willow Pass Road, subject to the Traffic Mitigation Fee program. As established by nexus, require new development adjacent to the extension to dedicate right-of-way and construct or fund new intersections and frontage improvements.	Implementation ongoing. CIP Project ST-54 (Avila Road Widening) and ST-55 (W. Leland Road Extension Phase 2) would: 1) widen Avila Road to four lanes; and 2) extend W. Leland Road from San Marco Boulevard to Avila Road. The new extension would be four lanes with a raised median and sidewalks. The project would accommodate bicycle facilities where appropriate.
7-P-17	Pursue the design and construction of an interchange/overpass at State Route 4 and Range Road. Work with Caltrans to design an interchange facility that will accommodate future traffic demands.	Implementation ongoing. CIP Project ST-1 (Range Road Overcrossing) would include planning, design, and construction of an overcrossing on SR 4 at Range Road. This project would significantly improve the level of service of the overcrossings at Railroad Avenue and Bailey Road. It will accommodate bicycle facilities where appropriate.

TRANSPORTATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
7-P-18	Approve construction of the proposed San Marco Boulevard (Bailey Bypass). Ensure preparation of a feasibility and environmental impact study to determine the precise alignment, costs, mitigation measures, and impacts on adjacent uses. Evaluate topographic and geologic constraints, and protected traffic generation rates. Consider a road alignment within the restricted Federal Easement Area, if abandoned, for access to potential residential neighborhoods.	Not implemented. As part of the SW Hills/Faria Annexation Project, San Marco Boulevard would be extended from its southern terminus to Bailey Road.
7-P-19	Rebuild the interchange/overpass between Willow Pass Road, Range Road, North Parkside Drive, and the BNSF Railroad tracks for safe and efficient movement of auto and bicycle traffic.	Ongoing. CIP Project ST-25 (Rebuild Range Road/Willow Pass Road Interchange) would 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 would accommodate bicycle facilities where appropriate.
7-P-23	Develop procedures and guidelines to mitigate neighborhood traffic impacts in areas where traffic speeds or volumes exceed posted speed limits or standards established above.	Implemented. City has an established process for evaluating speed hump requests from residents and pursues grant funding for other traffic calming measures such as roundabouts and bulb-outs.
Transit and Public Transportation		
7-P-26	Require mitigation for development proposals which increase transit demand above the service levels provided by public transit operators and agencies.	Implemented as part of development review.

TRANSPORTATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
7-P-29	Preserve options for future transit use when designing improvements for roadways. Ensure that developers provide bus turnouts and/or shelters, where appropriate, as part of projects.	Implemented as part of development review. Pittsburg Municipal Code chapter 15.96 requires installation of bus turnouts and shelters for new commercial/industrial development along arterial streets, upon request by applicable transit agency. Development Review and Design Guidelines updated in November 2010 include policies that encourage bicycle/pedestrian connectivity and alternative transportation programs.
7-P-32	Support efforts by public agencies and/or private interests to promote regional heavy and light passenger rail transit as an alternative or adjunct to BART, with connections to BART and other multi-modal transit.	Implemented. The Pittsburg Center BART Station was completed in 2018 along with the Multimodal Transfer Station.
Bikeways and Pedestrian Movement		
7-P-35	Work with school districts, school administrators and parents of elementary school students to develop a “suggested routes to school” program for students who bicycle and walk.	Implementation ongoing. School area safety improvements completed in 2015 at eight locations: Harbor St/Army St; Hanlon Way/Cove Way; Railroad Ave/8th St; Black Diamond/10th St; Range Rd/Ackerman Ave; Rio Verde Dr./Pillar Ridge Dr.; Railroad Ave/E 17th; and Yosemite Dr./Hillview Jr. High School. CIP Project ST-30 (Signal at Railroad Avenue/School Street) would design and construct a fully actuated traffic signal at the intersection of Railroad Avenue and School Street. CIP Project ST-67 (School Area Pedestrian Countdown Signals) would 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. The Pittsburg Moves Active Transportation Plan adopted by City Council in February 2021 also recommends additional safe routes to school improvements.

TRANSPORTATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
7-P-36	Ensure continued compliance with Title 24 of the Uniform Building Code, requiring removal of all barriers to disabled persons on arterial and collector streets.	Implemented as part of development review.
7-P-37	Designate a Bicycle and Pedestrian Program Coordinator for the City of Pittsburg.	Implemented. The Traffic Division of the Development Services Department serves this function.
7-P-38	Develop a series of continuous pedestrian systems within Downtown and residential neighborhoods, connecting major activity centers and trails with city and county open space areas.	Implementation ongoing. Downtown improvements completed with the Railroad Avenue streetscape project; additional planned improvements identified with the adopted 'Railroad Avenue Specific Plan.' Development Review and Design Guidelines updated in November 2010 include policies and suggestions to encourage bicycle/pedestrian connectivity. Additional improvements are recommended in the Pittsburg Moves Active Transportation Plan.

TRANSPORTATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
7-P-42	Improve pedestrian crossing safety at heavily used intersections by installing crossing controls that provide adequate time for pedestrians to cross the street.	Implementation ongoing. In 2016, the Planning Commission, as part of its approval of the BART Multimodal Transfer Facility, adopted a condition of approval requiring the installation of high-visibility markings and countdown signals at the intersections of: 1) Railroad Avenue and California Avenue; 2) Railroad Avenue and Center Drive; 3) the westbound on-ramp at Railroad Avenue north of State Route 4; 4) the eastbound on-ramp at Railroad Avenue south of State Route 4; and 5) the Railroad Avenue off-ramp south of State Route 4. CIP Project ST-30 (Signal at Railroad Avenue/School Street) would design and construct a fully actuated traffic signal at the intersection of Railroad Avenue and School Street. CIP Project ST-67 (School Area Pedestrian Countdown Signals) would 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. Additional improvements are recommended in the Pittsburgh Moves Active Transportation Plan.
7-P-43	Provide adequate roadway width dedications for bicycle lanes, paths, and routes as designated in Figure 7-4.	Implementation ongoing. CIP Project ST-15 (E. 3rd Street Streetscape Improvements) would design and construct streetscape improvements along E. 3rd Street. Portions of the roadway would need to be widened, while a “road diet” would 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 would be widened and installed. Bus pull-outs and curb “bulb-outs” would also be included to enhance the area’s walkability and promote alternative modes of transportation.

TRANSPORTATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
7-P-44	Coordinate with Contra Costa County to develop a city-wide Bicycle Master Plan by year 2005. Cooperate with the Contra Costa County RTPC in implementing construction of bicycle facilities within the Bicycle Action Plan.	In February 2021, the City Council adopted the Pittsburg Moves Active Transportation Plan (city-wide pedestrian and bicycle master plan). City continues to pursue opportunities to install bicycle facilities, through grants, local funding mechanisms (e.g., development mitigation fees) and project-specific conditions of approval. Additionally, the City has previously worked with the County to help develop the 2009 Contra Costa Countywide Bicycle and Pedestrian Plan.
7-P-47	Develop a multi-use bicycle path (approx. 2.5 miles) along the abandoned railroad tracks north of Willow Pass Road, providing linkage between Downtown and the Stake Point/Marina area.	Ongoing. The Pittsburg Moves Active Transportation Plan includes the proposed alignment for the Great California Delta Trail.
7-P-49	Pursue construction of a bicycle path connecting Railroad Avenue to North Parkside Drive through City Park. Include appropriate signage and storage facilities.	
7-P-50	Improve signage, notifying vehicles of bicyclists at dangerous intersections and underpasses, such as the Railroad Avenue/Highway 4 interchange and the Willow Pass Road/Range Road/North Parkside Drive interchange.	Ongoing. CIP Project ST-25 (Rebuild Range Road/Willow Pass Road Interchange) would 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.
7-P-51	Consider redesigning the Railroad Avenue linear park to accommodate bicycles. Ensure that future greenways throughout the City contain multi-use paths.	Ongoing. CIP Project ST-2 (Railroad Avenue Class 1 Trail) will construct a Class 1 trail along the west side of Railroad Avenue between The Delta De Anza Trail to SR 4. This project is fully funded and is expected to break ground by the end of 2021.

TRANSPORTATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
7-P-52	Require that new arterial and collector streets accommodate bicyclists.	Ongoing. The Pittsburgh Moves Active Transportation Plan includes new bikeway alignments along arterial roadways. The alignments will be built with future grant funding. The City will also require developers to incorporate bikeway segments into their frontage improvements.
7-P-53	Require that any grind and overlay of existing arterial or collector streets consider the needs of bicyclists.	Ongoing.
7-P-54	Amend Engineering standards to require the use of bicycle grates on all new catch basins and storm drain inlet replacements on streets.	Implemented with adoption of new Engineering Standard Details in May 2007. The standard details may need to be updated upon adoption of the Pittsburgh Moves plan.
Transportation Demand Management		
7-P-58	Allow the reduction of transportation impact fees on new non-residential development commensurate with provision of TDM measures.	Implemented. PMC section 15.90.080 allows the City to consider credits to off-set local traffic mitigation fees for projects that include construction of transit facilities.

GENERAL PLAN POLICY MATRIX

Legend: **BLUE BOLD TEXT** – Policies with completed implementation
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OPEN SPACE YOUTH AND RECREATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
Parks		
8-P-5	Maintain park and recreation facility standards for new development to serve both residents and employees, attainable through dedication of parkland or payment of in-lieu fees.	Partially implemented. City collects fees or accepts parkland for all residential development but does not collect parkland fees for non-residential development. The Phase 2 Zoning Code update, adopted May 2007, incorporated incentives for private recreational amenities for non-residential projects.
8-P-6	Revise the City's Park Dedication Ordinance to define useable area for parkland dedication requirements. Proposed park sites should be: - Designed such that 80 percent of the site has slopes of less than 3 percent that are suitable for active recreational play; - Sized according the City's park standard of 5 acres per 1,000 residents (for example, a 200-unit subdivision would yield about 600 residents, and a dedication requirement of 3 acres); - Available for year-round use, so that detention basins are not designated as parkland or shared park facilities; and - A minimum of 2 contiguous acres in new residential neighborhoods.	Not yet implemented as an amendment to the Subdivision Ordinance. However, parkland dedication proposals are individually reviewed for consistency with this and other General Plan policies.

OPEN SPACE YOUTH AND RECREATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
8-P-10	Comprehensively update the City's Parks Recreation and Open Space Master Plan to implement General Plan policies and facilitate detailed planning for parks, trail systems and special recreational facilities. Ensure that this update includes planning for the development of active recreational uses at Stoneman Park.	Not implemented.
8-P-14	Develop a maintenance-funding plan for all City parks. Consider participation in parkland maintenance districts as a condition of development approval for new residential subdivisions.	Implementation ongoing. Voters approved increase in Lighting and Landscaping Assessment District (LLAD) assessment for residential property in 2007. City established LLAD requirement for new subdivisions.
8-P-15	Work with PG&E to obtain ownership of lands within the transmission corridor, south of State Route 4 (as designated on figure 2-2), for development of a community park.	Not implemented.
Trails and Open Space		
8-P-17	Work with East Bay Regional Parks District to explore the possibility of developing passive recreation uses and educational programs on Browns Island, such as boating excursions to view waterfowl nesting areas.	Not implemented. However, in 2018 the City worked with EBRPD and the Delta Protection Commission on a grant to provide an educational program with kayak excursions. The City was not awarded the grant, but the application process resulted in more collaboration with both entities.
8-P-18	Cooperate with regional agencies to develop a "Bay to Black Diamond" trail through the City, providing a diversity of passive recreational opportunities and unique vistas.	Ongoing. New bikeway "Bay to Black Diamond" alignments have been mapped as part of the Pittsburg Moves Active Transportation Plan.

OPEN SPACE YOUTH AND RECREATION ELEMENT

ACTION POLICIES		STATUS (AS OF 12/31/20)
8-P-20	Pursue the development extension of local and regional trails throughout the Planning Area by utilizing available public utility rights-of-way including: ○ Kirker Creek. The Kirker Creek easement could be developed as a creekside trail, connecting other trails and open spaces throughout the City with the hiking trails in the Black Diamond Mines Regional Preserve. ○ Contra Costa Canal. The Contra Costa Canal provides a meandering right-of-way throughout the southern portion of Pittsburg. A trail along this right-of-way could link several neighborhoods with the Railroad Avenue commercial corridor. ○ PG&E Utility ROW. PG&E holds a right-of-way for the power/utility lines that run north-south from the southern hills to the power plant on the waterfront, an ideal corridor for public access.	Ongoing. New Class 1 trail alignments along Contra Costa Canal and parts of the PG&E utility right-of-way have been mapped as part of the Pittsburg Moves Active Transportation Plan.
Waterfront Access		
8-P-23	Develop standards for all new waterfront development that ensure adequate setbacks from the mean high tide line. Encourage, where possible, provision of public access to the shorelines.	Standards implemented with Phase 2 Zoning Update and Marina Master Plan.

OPEN SPACE YOUTH AND RECREATION ELEMENT

ACTION POLICIES		STATUS (AS OF 12/31/20)
8-P-26	Explore all potential improvements to fully integrate the City's shoreline into the urban fabric, including: ○ Waterfront parks. Pursue and develop small pockets of open space which provide physical and visual access to the waterfront. ○ Waterfront Trail/Bikeway. A linear park along the shoreline, featuring a path for both walking and biking, would encourage more vibrant activity along the waterfront. ○ Landscaping. Plant low-growing and flowering greenery near waterfront access points to extend streetscaping to the shoreline. ○ Linear Trail Connections. The City's current linear trail network within Downtown and adjacent residential neighborhoods could be extended to provide convenient access to waterfront parks and activities.	Ongoing. Marina Promenade constructed in 2008. Additionally, multiple parcels at the terminus of Harbor Street were acquired by the former Redevelopment Agency. The parcels were sold to the Making Waves Foundation for future construction of a sports facility to support the Making Waves Academy which was to be constructed on the former Johns Manville site starting in 2019. Proceeds from the sale were to be used to construct a public trail from E. 3rd Street to a new waterfront lookout point, but the project was cancelled by the owner/developer in late 2019.
Recreational and Cultural Programs		

OPEN SPACE YOUTH AND RECREATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
8-P-28	Pursue the development of recreational facilities and programs specifically geared toward youth and teens, including: ○ Teen Center. A teen center would provide a safe environment for local youth to meet and interact, or to participate in after-school athletic, or cultural activities. ○ Gymnasium. A large gymnasium would provide the City with more opportunity to get youth involved in local sports leagues and after school drop-in games, such as basketball. ○ Skateboard Park. Construction of a skateboard park would provide challenging topography in a controlled environment for local skateboarders.	Ongoing. Ambrose Park Aquatic Center was reopened in 2017. City currently leases buildings at City Park to STS Academy, who operates a variety of childcare and teen programs out of the facility. CIP Project PK-14 (Skateboard Park at Stoneman North) would provide for an approximately 10,000-square-foot skateboard park. The park may include prefabricated jump ramps, bleachers, fencing, lighting, and drinking fountain. This project would be close to parking, restrooms and a bus stop. CIP Project PK-26 (Buchanan Park Renovations) would add the following amenities to the existing Buchanan Park: basketball court, splash pad, public art, and would 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 square feet from the current 3,000-square-foot facility.
8-P-31	Improve public cultural facilities, including community centers, theaters, and libraries. Cooperate with Los Medanos Community College to provide City residents with access to local cultural facilities.	Ongoing. Rehabilitation of the California Theatre was completed in 2012. Proceeds from the sale of city-owned parcels at the northern terminus of Harbor Street will be spent on the renovation of the theatre's balcony. An expansion of the Pittsburg Library was completed in 2013. Los Medanos Community College has been renovated and expanded. In 2016, the college renovated its gymnasium and resurfaced its tennis courts. New physical education and student union buildings were constructed in 2019.
8-P-33	Provide incentives to encourage investments in public art on historic properties.	Ongoing. Policies adopted in the "Railroad Avenue Specific Plan" support and incentivize public art. Mural projects for individual sites around the city (Cardenas Grocery Store and Ramar Foods International) supported through conditions of approval, where building architecture necessitates such installations.
8-P-34	Explore and develop new funding options for maintenance of public art, in partnership with private developers.	

OPEN SPACE YOUTH AND RECREATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
Educational Facilities		
8-P-42	Cooperate with local school districts to develop joint school/park facilities, which provide an increased variety of recreational opportunities close to many residential areas. Additionally, work with school districts to develop public parks adjacent to school facilities.	Implementation ongoing. Developer-built public park now operational adjacent to Delta View Elementary in the San Marco Development, with the City and Mt. Diablo Unified School District sharing ongoing maintenance costs under a joint-use agreement. A joint City/school district project to improve an existing playfield at Hillview Junior High commenced in 2010 and was completed in 2011. The City Council has established subcommittees to meet regularly with PUSD and MDUSD board members to discuss ongoing opportunities for city/district cooperation.
8-P-44	Pursue joint-planning of recreational and cultural facilities on Los Medanos Community College campus. Work with the community college board to allow public access to recreational facilities and programs.	Implementation ongoing.

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RESOURCE CONSERVATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
Biological Resources and Habitat		
9-P-2	Establish an on-going program to remove and prevent the re-establishment of invasive species and restore native species as part of development approvals on sites that include ecologically sensitive habitat.	Not implemented. Plant selections are reviewed during the zoning approval process to ensure exclusion of invasive species from landscaping plan, although no formal program has been established.
9-P-3	Participate in the development of a regional Habitat Conservation Plan (HCP) and consider its adoption for preservation of native species throughout eastern Contra Costa County.	Implemented. City adopted HCP in November 2007 (Ordinance No. 07-1293 establishing Pittsburg Municipal Code chapter 15.108).
9-P-4	Revise and readopt the City's Hillside Planned Development District to regulate urban growth in the southern hills. Include development standards as part of the zoning district and refer to it during project review.	Not yet implemented. Adoption of Hillside Regulations put on hold by City Council due to budgetary constraints. The City Council will have an opportunity to revisit this topic as part of the policy development for the Envision Pittsburg General Plan Update.
9-P-5	Work with Contra Costa County, the EBRPD and the City of Antioch, to expand the regional open-space system in the southern hills to preserve California annual grassland habitat.	Implementation ongoing. Pittsburg adopted the East Contra Costa Habitat Conservation Plan in November 2007. The City entered into Exclusive Negotiating Rights Agreement with Discovery Builders in December 2008 (Resolution Nos. 08-11133 and 11-749) to evaluate the potential for a land exchange between Stoneman Park and the Faria Costa property for purposes of ensuring open space on the Faria site.

RESOURCE CONSERVATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
9-P-9	Establish creek setbacks along riparian corridors, extending a minimum of 50 to 150 feet laterally on each side of the creekbed. Setback buffers for habitat areas of identified special status species and wetlands may be expanded as needed to preserve ecological resources	Implemented on a case-by-case basis during project review and preparation of required CEQA documentation.
9-P-13	Ensure that special-status species and sensitive habitat areas are preserved, as required by state and federal agencies, during redevelopment and intensification of industrial properties along the Suisun Bay waterfront. Limit dredging and filling of wetlands and marshlands, particularly adjacent to Browns Island Preserve.	Not implemented, as no new development has occurred on sensitive habitats in these locations. Implementation will occur through application of CEQA and conditions of approval to specific projects.
9-P-15	As part of development plans, require evaluation and implementation of appropriate measures for creek bank stabilization, as well as necessary Best Management Practices (BMPs) to reduce erosion and sedimentation. Encourage preservation of natural creeks and riparian habitat as best possible.	Implementation ongoing. Implemented on a case-by-case basis through CEQA, design review, and grading permit processes.

RESOURCE CONSERVATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
9-P-16	Establish development standards for new construction adjacent to riparian zones to reduce sedimentation and flooding. Standards should include: ○ Requirements that low berms or other temporary structures such as protection fences be built between a construction site and riparian corridor to preclude sheet-flooding stormwater from entering the corridors during the construction period. ○ Requirements for installation of storm sewers before construction occurs to collect stormwater runoff during construction.	Partially implemented. Standards considered for inclusion in the Hillside Regulations (on-hold). Standards identified in the policy are added as conditions of approvals on a case-by-case basis (where applicable) for projects.
9-P-18	Require an encroachment permit from Contra Costa Water District (CCWD) for any storm drain facility crossing or encroaching onto Contra Costa Canal rights-of-way. Require all crossings to be constructed in accordance with CCWD standards and requirements.	Implementation ongoing.
9-P-19	As part of the City's Zoning Ordinance, establish regulations for the preservation of mature trees. Include measures for the replacement of all mature trees removed.	Implemented. Tree preservation ordinance (Ordinance No. 15-1390) adopted in 2015.
9-P-20	As part of project review and approval, establish maintenance districts to ensure uniform maintenance for selected channels and creeks.	Not implemented in the form of a maintenance district, though City currently collects a Kirker Creek drainage fee for new construction in the Kirker Creek watershed.

RESOURCE CONSERVATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
9-P-21	As part of project review and CEQA documentation, require an assessment of downstream drainage (creeks and channels) and city stormwater facilities impacted by potential project runoff.	Implementation ongoing.
Water Quality		
9-P-22	Continue working with the Regional Water Quality Control Board in the implementation of the National Pollutant Discharge Elimination System (NPDES), with specific requirements established in each NPDES permit.	Implementation ongoing and as part of development proposal review.
9-P-23	Require new urban development to use Best Management Practices (BMPs) to minimize creek bank instability, runoff of construction sediment, and flooding.	Implementation ongoing through application of Standard Conditions of Approval.
9-P-26	Monitor water quality in the local creek and reservoir system to ensure clean supplies for human consumption and ecosystem health.	Implementation ongoing.
9-P-27	Protect water quality by reducing non-point sources of pollution and the dumping of debris in and near creeks, storm drains, and Contra Costa Canal. Continue use and implementation of the City's storm drain marking program in newly developed or redeveloped areas.	Implementation ongoing through application of Standard Conditions of Approval. City Public Works staff picks up and removes dumped debris alongside public roads. Prior to the COVID-19 pandemic, the City sponsored an annual volunteering event for clean-up of segments of Kirker Creek.

RESOURCE CONSERVATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
9-P-28	Prepare and disseminate information about the harmful effects of toxic chemical substances and safe alternative measures.	Implementation ongoing as a component of the NPDES education and outreach program.
Historical and Cultural Resources		
9-P-35	Expand the role of the City's Historical Resources Commission, currently responsible for only the New York Landing Historical District, to include all historical resources. The Commission should be responsible for designating historical resources, and acting as the community's liaison on these issues. However, the role of reviewing development proposals and re-modelings in the Historical District should be transferred to the Planning Commission.	Implemented with adoption of amendments to Pittsburgh Municipal Code chapter 15.84 (Ordinance No. 07-1290).
9-P-37	Redefine the New York Landing Historical District to designate and preserve historical structures not currently located within the district boundaries.	Implemented with adoption of amendments to Pittsburgh Municipal Code chapter 15.84 (Ordinance No. 07-1290).
9-P-40	In accordance with State law, ensure the preparation of a resource mitigation plan and monitoring program by a qualified archaeologist in the event that archeological resources are uncovered.	Implementation ongoing through application of project-specific conditions of approval.
9-P-41	If archeological resources are found during ground-breaking for new urban development, halt construction immediately and conduct an archeological investigation to collect all valuable remnants.	Implementation ongoing through application of project-specific conditions of approval.

RESOURCE CONSERVATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
9-P-42	Develop an identification and preservation system for cultural resources -- those places or structures that qualify as “important” or “unique” to local community, ethnic, or social groups.	Partially implemented with the adoption of the “Old Town Design Guidelines.”

GENERAL PLAN POLICY MATRIX

Legend: **BLUE BOLD TEXT** – Policies with completed implementation
GREEN BOLD TEXT – Policies with ongoing implementation

HEALTH AND SAFETY ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
Geology and Seismicity		
10-P-2	Restrict future development from occurring on slopes greater than 30 percent (as designated in Figure 10-1) over the 900-foot elevation contour, and on major and minor ridgelines (as delineated in Figure 4-2).	Implementation ongoing. Standards considered for inclusion in the Hillside Regulations (on-hold). Currently implemented on a case-by-case basis.
10-P-3	Regulate the grading and development of hillside areas for new urban land uses. Ensure that such new uses are constructed to reduce erosion and landsliding hazards: ○ Limit cut slopes to 3:1 except where an engineering geologist can establish that a steeper slope would perform satisfactorily over the long term. ○ Encourage use of retaining walls or rock-filled crib walls as an alternative to high cut slopes. ○ Ensure revegetation of cut-and-fill slopes to control erosion. ○ Ensure blending of cut-and-fill slopes within existing contours, and provision of horizontal variation, in order to mitigate the artificial appearance of engineered slopes.	Implementation ongoing. Standards considered for inclusion in the Hillside Regulations (on-hold). Currently implemented on a case-by-case basis.

HEALTH AND SAFETY ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
10-P-6	Encourage the use of water-sprinkling trucks at large construction sites to keep the exposed soil moist during construction.	Implementation ongoing through application of standard construction conditions of approval.
10-P-7	As part of the development approval process, restrict grading to only those areas going into immediate construction as opposed to grading the entire site, unless necessary for slope repair or creek bed restoration. On large tracts of land avoid having large areas bare and unprotected; units of workable size shall be graded one at a time.	Implementation ongoing. Standards considered for inclusion in the Hillside Regulations (on-hold). Currently implemented on a case-by-case basis.
10-P-11	Form geological hazard abatement districts (GHADs) prior to development approval in unstable hillside areas (as designated in Figure 10-1) to ensure that geotechnical mitigation measures are maintained over the long-term, and that financial risks are equitably shared among owners and not borne by the City.	Implemented as a condition of project approval before final maps are approved.
10-P-12	Evaluate the feasibility of implementing a hazard reduction program for existing residential development in unstable hillside areas (as designated in Figure 10-1). This would include inspection of structures for conformance with the Building Code.	Not implemented.
10-P-14	Review and amend City ordinances, including the Building Code, that regulate development in potentially hazardous locations to ensure adequate protection from geologic hazards.	Not implemented. Adoption of Hillside Regulations put on hold by City Council due to budgetary constraints. The City Council will have an opportunity to revisit this topic as part of the policy development for the Envision Pittsburgh General Plan Update.

HEALTH AND SAFETY ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
10-P-15	Develop standards for adequate setbacks from potentially active fault traces (as designated in Figure 10-2) for structures intended for human occupancy. Allow roads to be built over potentially active faults only where alternatives are impractical.	Implementation ongoing. Pittsburg Municipal Code title 17 (Subdivision Ordinance) requires submittal of geotechnical reports for new development in the city. The theorized 'Pittsburg Fault' has been removed from City maps after extensive trenching did not result in any evidence that it exists.
10-P-17	Ensure detailed analysis and mitigation of seismic hazard risk for new development in unstable slope or potential liquefaction areas (as designated in Figure 10-1). Limit the location of critical facilities, such as hospitals, schools, and police stations, in such areas.	Implementation ongoing. Pittsburg Municipal Code title 17 (Subdivision Ordinance) requires submittal of geotechnical reports for new development in the city.
Flood Control		
10-P-18	Evaluate storm drainage needs for each development project in the context of demand and capacity when the drainage area is fully developed. Ensure drainage improvements or other mitigation of the project's impacts on the storm drainage system are appropriate to the project's share of the cumulative effect.	Implementation ongoing. Projects are reviewed under the City Storm Drainage Master Plan.
10-P-20	Develop and implement a Storm Flooding Mitigation Fee Program to fund required drainage improvements during construction of new development.	Implemented for Kirker Creek (Pittsburg Municipal Code chapter 15.104).
10-P-22	Ensure that pad elevations on newly constructed habitable buildings are one foot above the 100-year floodplain, as determined by FEMA.	Implementation ongoing. Reviewed during plan check review.
Hazardous Materials		

HEALTH AND SAFETY ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
10-P-32	Designate and map brownfield sites to educate future landowners about contamination from previous uses. Work directly with landowners in the clean-up of brownfield sites, particularly in areas with redevelopment potential.	Partially Implemented. In 2017 the City was awarded a \$300,000 Community-wide Environmental Assessment Grant from the US Environmental Protection Agency. As part of the grant, five Phase-I and two Phase-II preliminary cleanup assessments have been made on five properties. Other activities completed under this grant include site specific environmental work like Sampling and Analysis Plans, Soil Management Plans, and community outreach strategy development for specific industrial areas of the City.
10-P-34	Identify appropriate regional and local routes for transport of hazardous materials and wastes. Ensure that fire, police and other emergency personnel are easily accessible for response to spill incidences on such routes.	Implemented. Pittsburg Municipal Code chapter 10.36 identifies truck routes through the City. Contra Costa County responds to hazardous materials spills.
Emergency Management		
10-P-37	Prepare and disseminate information to local residents, businesses, and schools about emergency preparedness and evacuation routes, including hazardous materials spills.	Ongoing. The CARE program distributes information to schools about shelter-in-place procedures. Local residents in cooperation with the Police Department have implemented the Community Emergency Response Team (CERT) Program, which trains first responders in the event of major emergencies.

GENERAL PLAN POLICY MATRIX

Legend: **BLUE BOLD TEXT** – Policies with completed implementation
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PUBLIC FACILITIES ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
Water Supply and Distribution		
11-P-2	Implement, as needed, replacements and/or expansions to the existing system of water mains through the City's Capital Improvement Program.	CIP Project W-7 (Water Main Buchanan Road – Phase 2) would provide a new water transmission line to meet domestic and fire flow requirements for existing and new development in the southeast hills and infill development in Water Zone 2. This project will be implemented as development demand increases for the area. CIP Project W-8 (2020/21 Water Main Replacement/Installation Program) would 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. CIP Project W-15 (12-inch Water Main Stoneman Avenue – Harbor Street to Loveridge Road) would provide for installation of approximately 3,300 feet of 12-inch transmission main along Stoneman Avenue, from Harbor Street to Loveridge Road. This project would also provide additional system looping to enhance pressures and fire protection capabilities in Water Zone 2. CIP Project W-24 (Pittsburg-Antioch Highway Waterline Improvements – Eastern Loop) would provide 4,000 of 18-inch water line to initiate water service to businesses along PA Highway, east of Loveridge Road. It would run from the east end of California Avenue going east on PA Highway to approximately 500 ft. west of the City's eastern limits and tie into Century Boulevard to provide a looped system. CIP Project W-40 (Water Main Installation Replacement Program) would identify and replace water mains, services, and valves that have reached the end of their useful life.

PUBLIC FACILITIES ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
11-P-7	Ensure that new residential, commercial, and industrial development equitably shares costs associated with providing water services to areas to urban expansion within the Planning Area.	Implementation ongoing. Water System Master Plan, Amendment #3 approved and revised facility reserve charges. Updated 2015 Water System Master Plan adopted in 2016.
11-P-8	Develop and implement a Recycled Water Ordinance, requiring the installation and use of recycled water supplies from the new Delta Diablo Sanitation District (DDSD) Reclamation Plant.	Not implemented. No ordinance has been adopted, although facilities for reclaimed water irrigation systems have been installed for the Delta View Golf Course, several public parks and street medians. New development projects are required to connect to Delta Diablo's recycled water infrastructure as a condition of approval when feasible.
Wastewater Collection and Treatment		
11-P-11	Work with DDSD in planning the expansion of the wastewater treatment plant.	Ongoing. DDSD consults with City staff in understanding land use and wastewater projections for sites located within the City.
11-P-12	Pursue replacement and/or expansion of the city's trunk sewer system, as demand increases, particularly in newer portions of the system south of State Route 4.	Sewers are inspected through CIP Project SS-1 (Citywide Sewer Inspection Project) to determine replacement and rehabilitation needs. CIP Project SS-2 (FY 2022/23 Sewer Replacement Program) would replace sewer lines that are maintenance problems.
11-P-13	Address deficiencies in the capacity, safety and reliability of the collection system as identified in the 1990 and subsequent Collection System Master Plans.	CIP Project SS-4 (Sewer Master Plan Update) would provide \$175,000 funding to fully update the City's sewer master plan.
11-P-17	Require that all wastewater dischargers within the City conform to the ordinances of the DDSD.	Ongoing.

PUBLIC FACILITIES ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
11-P-18	Ensure that new residential, commercial, and industrial development equitably share costs associated with providing wastewater services to areas of urban expansion within the Planning Area.	Ongoing. Developers are charged facility reserve charges for development projects built in the city.
Solid Waste		
11-P-22	Prepare and distribute informational handouts to the public regarding opportunities to reduce waste at homes and businesses, as well as methods of safe disposal of hazardous materials.	Ongoing. Information distributed by the Public Works Division and Neighborhood Improvement Team and as part of the NPDES public outreach and education program.
11-P-23	Encourage builders to incorporate interior and exterior storage areas for recyclables in new or remodeled residential, commercial, and industrial structures.	Implementation ongoing through the development review process and supported by the development review and design guidelines last amended in November 2010.
Fire Protection		
11-P-24	Amend the subdivision regulations to include a requirement for detailed fire prevention and control, including community firebreaks, for projects in high and extreme hazard areas.	Not implemented. Fire prevention measures implemented for new development projects on a case by case basis.
11-P-26	Cooperate with Contra Costa County Fire Protection District (CCCYPD) to ensure that new or relocated fire stations are constructed on appropriate sites within the 1.5-mile response radii from new or existing development.	Ongoing. The CCCYPD received design review approval to relocate two fire stations within the City limits. Construction on the new Station 85 on Loveridge Road and the new Station 84 on Railroad Avenue were completed in 2010. In 2016, Fire Station 87 in Pittsburg was reopened.

PUBLIC FACILITIES ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
11-P-28	Cooperate with CCCFPD in obtaining a site for a new fire station (or relocation of Station 86) south of State Route 4 and west of Bailey Road.	Ongoing.
11-P-29	Ensure adequate road widths in new development for fire response trucks, per the subdivision regulations.	Implementation ongoing through subdivision review process and project-specific conditions of approval.
Public Utilities		
11-P-31	Work with Mirant Power Plant to acquire and/or develop transmission line corridors for attractive, community-serving, compatible uses, such as: ○ Open space habitat. More intensive planting would provide a wildlife habitat corridor within the City. ○ Passive recreational uses. A tremendous opportunity for parks, playing fields, and trails linked to the regional network.	Not implemented.
11-P-32	Ensure the designation of service corridor easements or routes when required for tentative map or specific plan approval.	Implementation ongoing through subdivision review process and application of project-specific conditions of approval.
11-P-33	As a condition of approval, ensure that all new and redevelopment projects underground utility lines on and adjacent to the site.	Ongoing. Required by Standard Conditions of Development (Planning Commission Resolution No. 8931). Underground utilities are required for new development pursuant to Pittsburg Municipal Code sections 12.36.120, 12.36.130 and 17.28.020. Downtown infrastructure capital improvement project completed in 2010 includes undergrounding of utilities in existing neighborhoods near West 10 th Street.

GENERAL PLAN POLICY MATRIX

Legend: **BLUE BOLD TEXT** – Policies with completed implementation
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NOISE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/20)
12-P-4	Require noise attenuation programs for new development exposed to noise above normally acceptable levels. Encourage noise attenuation programs that avoid visible sound walls.	Implementation ongoing through application of CEQA and project-specific conditions of approval. Phase 2 Zoning Code Update adopted May 2007 requires nonresidential uses adjacent to residential districts install an eight-foot-high solid masonry or concrete wall or a wall designed to attenuate the CNEL to the maximum level allowed in the general plan. Travel time restrictions not established; Municipal Code chapter 10.36 establishes truck routes through the city.
12-P-8	Develop noise attenuation programs for mitigation of noise adjacent to existing residential areas, including such measures as wider setbacks, intense landscaping, double-pane windows, and building orientation muffling the noise source.	
12-P-9	Limit generation of loud noises on construction sites adjacent to existing development to normal business hours between 8:00 a.m. and 5:00 p.m.	
12-P-10	Reduce the impact of truck traffic noise on residential areas by limiting such traffic to appropriate truck routes. Consider methods to restrict truck travel times in sensitive areas.	

CITY OF PITTSBURG



HOUSING ELEMENT IMPLEMENTATION STATUS

Reporting Period:
January 1, 2020 – December 31, 2020

Table 1: Housing Development Applications Submitted in 2020

Address	Project Name	Tracking ID	Categ.	Total Units	VL (R)	VL (U)	L (R)	L (U)	M (R)	M (U)	AM
Buchanan Road	Tuscany Meadows Subdivision (Units 1-3)	AP-20-1549	SFD	419	0	0	62	0	0	0	357
W. Leland Road	Stoneman Park Subdivision	AP-20-1545	SFD	376	0	0	34	0	0	0	342
Cortina Drive	Capri at San Marco	AP-20-1542	SFD	114	0	0	0	0	0	0	114
W. Leland Road	San Marco Villas III	AP-20-1498	5+	270	0	0	0	0	0	0	270
2575 Railroad Avenue	The Atchison Mixed-Use Development	AP-20-1490	MH	202	100	0	100	0	0	0	2
Totals:				1,381	100	0	196	0	0	0	1,085
Notes: AMI = Area Median Income (for 2020, the AMI for a 4-person household in Contra Costa County was \$119,200) VL = Very low-income (households earning 0-50% of AMI) L = Low-income (households earning 50-80% of AMI) M = Moderate income (households earning 80-120% of AMI) AM = Above-moderate income (households earning above 120% of AMI) (R) = Deed Restricted (U) = Unrestricted											

Table 2: Annual Building Activity Report Summary – Completed Entitlements in 2020

Address	Project Name	Tracking ID	Categ.	Total Entitled	VL (R)	VLI (U)	LI (R)	LI (U)	MI (R)	MI (U)	AMI
Cortina Drive	Capri at San Marco	AP-20-1542	SFD	114	-	-	-	-	-	-	114
W. Leland Road	San Marco Villas III	AP-20-1498	5+	270	-	-	-	-	-	-	270
2575 Railroad Avenue	The Atchison Mixed-Use Development	AP-20-1490	MH	202	100	-	100	-	-	-	2
Totals:				586	100	-	100	-	-	-	386

Notes:

AMI = Area Median Income (for 2020, the AMI for a 4-person household in Contra Costa County was \$119,200)

VL = Very low-income (households earning 0-50% of AMI)

L = Low-income (households earning 50-80% of AMI)

M = Moderate income (households earning 80-120% of AMI)

AM = Above-moderate income (households earning above 120% of AMI)

(R) = Deed Restricted

(U) = Unrestricted

Table 3: Annual Building Activity Report Summary – Issued Building Permits in 2020

Address	Project Name	Tracking ID	Categ.	Total Permits Issued	VLI (R)	VLI (U)	LI (R)	LI (U)	MI (R)	MI (U)	AMI
345, 172, 463 W. 10 th Street	Galloway Triplexes	AP-17-1294-1296	2 to 4	9	-	-	-	9	-	-	-
505 W. 10 th Street	Beacon Villa	AP-17-1260	5+	54	6	-	47	-	-	-	1
300 Central Avenue	Liberty Subdivision	AP-17-1229	SFD	32	-	-	4	-	-	-	28
901 Los Medanos Street	Veterans Square	AP-18-1394	5+	30	-	-	29	-	-	-	1
W. Leland Road at Alves Ranch Road	Alves Ranch Subdivision	AP-18-1384	SFD	23	-	-	-	-	-	-	23
Aragon Drive	Positano at San Marco	AP-16-1174	SFD	46	-	-	-	1	-	-	45
221 W. 11 th Street	Vu Khoi ADU	BP-19-1608	ADU	1	-	-	-	1	-	-	-
9 Alta Vista Court	Kolev ADU	BP-20-0647	ADU	1	-	-	-	1	-	-	-
2228 Westwood Court	Angkawijaya ADU	BP-20-0542	ADU	1	-	-	-	1	-	-	-
150 Alturas Avenue	JDC ADU	BP-20-0283	ADU	1	-	-	-	1	-	-	-
152 Pueblo Drive	Black Diamond Builders ADU	BP-20-0425	ADU	1	-	-	-	1	-	-	-
920 W. 17 th Street	Durante ADU	BP-20-0513	ADU	1	-	-	-	1	-	-	-
225 Buchan Road	Partida ADU	BP-20-0608	ADU	1	-	-	-	1	-	-	-
Totals:				201	6	-	80	17	-	-	98

Notes:

AMI = Area Median Income (for 2020, the AMI for a 4-person household in Contra Costa County was \$119,200)

VL = Very low-income (households earning 0-50% of AMI)

L = Low-income (households earning 50-80% of AMI)

M = Moderate income (households earning 80-120% of AMI)

AM = Above-moderate income (households earning above 120% of AMI)

(R) = Deed Restricted

(U) = Unrestricted

Table 4: Annual Building Activity Report Summary – Final Inspections Completed in 2020

Address	Project Name	Tracking ID	Categ.	Total Finals	VLI (R)	VLI (U)	LI (R)	LI (U)	MI (R)	MI (U)	AMI
300 Central Avenue	Liberty Subdivision	AP-17-1229	SFD	5	-	-	1	-	-	-	4
1479 Valenzuela Court	Solares ADU	BP-19-0148	2 to 4	1	-	-	-	-	-	1	-
Aragon Drive	Positano at San Marco	AP-16-1174	SFD	23	-	-	-	-	-	-	23
150 Alturas Avenue	JDC ADU	BP-20-0283	ADU	1	-	-	-	1	-	-	-
4153 Railroad Avenue	Fortune Properties Infill	BP-18-0132	SFD/A DU	2	-	-	-	-	-	1	1
Bell Harbor Avenue	Waterstone Subdivision	AP-15-1092	SFD	1	-	-	-	-	-	-	1
Totals:				33	-	-	1	1	-	2	29
Notes: AMI = Area Median Income (for 2020, the AMI for a 4-person household in Contra Costa County was \$119,200) VL = Very low-income (households earning 0-50% of AMI) L = Low-income (households earning 50-80% of AMI) M = Moderate income (households earning 80-120% of AMI) AM = Above-moderate income (households earning above 120% of AMI) (R) = Deed Restricted (U) = Unrestricted											

Table 5: Regional Housing Needs Allocation Progress – Permitted Units Issued

Income Level		RHNA Allocation	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date	Total Remaining
VLI	Deed Restricted	392	-	-	-	23	-	6				29	363
	Unrestricted		-	-	-	-	-	-					
L	Deed Restricted	254	2	2	6	205	3	80				324	-
	Unrestricted		-	-	-	3	6	17					
M	Deed Restricted	316	-	-	-	-	-	-				216	100
	Unrestricted		150	-	-	48	18	-					
AM		1063	252	171	147	68	89	98				825	238
Total RHNA		2025											
Total Units			404	173	153	347	116	201				1394	701
Notes: AMI = Area Median Income (for 2020, the AMI for a 4-person household in Contra Costa County was \$119,200) VL = Very low-income (households earning 0-50% of AMI) L = Low-income (households earning 50-80% of AMI) M = Moderate income (households earning 80-120% of AMI) AM = Above-moderate income (households earning above 120% of AMI)													

Program Implementation Status

Program	Objective	Timeframe	Status of Program Implementation
Housing Supply			
Goal 1. Foster development of a variety of housing types, densities and prices to balance the City's housing stock and meet the City's regional fair share housing needs for people of all incomes.			
13-P-1.1	Ensure there is an adequate supply of mixed use and residentially zoned land of appropriate densities to accommodate existing and anticipated housing needs through 2022.		
13-P-1.1.A	Conduct periodic inventories of vacant and underutilized land to determine their suitability for more intense residential use. Maintain a list for distribution to interested homebuilders.	Quarterly	The Successor Agency to the City of Pittsburgh Redevelopment Agency (Successor Agency) staff maintains a list of City and Successor Agency-owned parcels that is available to the public upon request and posted on the City's website. In addition, all City employees have access to an online Geographic Information System (GIS) web page that contains up-to-date property information, which staff can provide to the public upon request. In 2017, the City expanded its GIS program to provide additional information regarding the City's land inventory and current zoning and made zoning information and aerial imagery publicly accessible online. In 2020, the City's vacant and underutilized lands inventory was updated as part of the Envision Pittsburgh General Plan Update.
13-P-1.1.B	Rezone vacant/underutilized land as deemed appropriate for mixed use or residential/higher residential use.	Upon request by developers or as needed	In 2007, the City Council adopted Ordinance No. 07-1284, amending the Zoning Ordinance to include the M (Mixed Use) District, and rezoning approximately 75-acres throughout the City to the M District. Development standards for the M District are determined through the Design Review process unless otherwise specified in the Railroad Avenue Specific Plan or the Pittsburgh/Bay Point BART Master Plan. In 2009, the City Council adopted Ordinance No. 09-1319, rezoning approximately 1,075 acres around the future BART station to PD (Planned Development) District and adopted the Railroad Avenue Specific Plan. The Specific Plan contains development standards allowing residential development up to 65 units per acre (not including density bonuses) in the area adjacent to the future BART station. On September 19, 2011, the City Council adopted Ordinance No. 11-1350, rezoning approximately 50 acres around the existing Pittsburgh/Bay Point BART station to M-P (Mixed Use with a Master Plan Overlay) District. The M-P District allows high-density residential development up to 70 units per acre (not including density bonuses), and establishes development standards such as minimum

Program	Objective	Timeframe	Status of Program Implementation
			densities, maximum parking standards, and architectural and streetscape standards intended to foster development of a high-density, mixed-use transit village around the BART station. In 2015, the City Council approved the rezoning of a 1.51 acre commercial parcel to Medium Density Residential (RM) to allow for the adaptive reuse of a long standing vacant structure as a multifamily residential complex. In 2016, the City approved the Waterstone (formerly Belle Harbor) Subdivision, which included a request to rezone 7.25 acres from Government/Quasipublic (GQ) District to a Planned Development (PD) District to allow the development of a medium density project with 82 units, plus 8 accessory dwelling units. In 2018, the City approved the Liberty Subdivision, which included a request to rezone a 4.98-acre site from a combination of Service Commercial (CS) District and Single-Family Residential (RS-5) District to Planned Development (PD) District in order to allow a single-family residential project with 57 units, plus six accessory dwelling units. In 2019, the City approved the Alves Ranch Subdivision, which included a request to rezone the site from a combination of High Density Residential (RH-P) and Office Commercial (CO-P) to Planned Development (PD) and Community Commercial (CC) in order to allow a single-family residential project with 346 units, plus six accessory dwelling units. In 2020, the Planning Commission recommended approval of the SW Hills/Faria Annexation Project, which includes rezoning amendments to allow single-family residential parcels with a 4,000 square-foot minimum lot size.
13-P-1.1.C	Continue to facilitate the development of multifamily uses on identified Public/Institutional lands to streamline future permitting process, in the event the properties are deemed surplus.	As requested by developers or as needed	In 2007, the City Council adopted Ordinance No. 07-1284, amending the Zoning Ordinance to allow residential uses on Public/Institutional-designated land provided that the City Council deems the land surplus and not needed for a future public use. In 2009, a portion of Los Medanos Village Apartments, a 71-unit affordable multi-family development, was constructed on surplus public land after the City Council found that the site was surplus.

Program	Objective	Timeframe	Status of Program Implementation
			In 2009, the Railroad Avenue Specific Plan was adopted by the City Council. The planning area contained eight publicly owned parcels that were identified for future mixed-use development at densities between 20 and 65 units per acre. In 2011, the City Council adopted the Pittsburg/Bay Point BART Master Plan which rezoned approximately 27 acres of publicly owned land that is currently being used as public parking for BART patrons to allow mixed-use development at densities between 20 and 70 units per acre. In 2015, the Planning Commission approved the development of Stoneman Apartments, a 230-unit multifamily apartment complex on the site of the former Central Junior High School, within the GQ District. In 2016, the City approved the Waterstone Subdivision, which included a request to rezone 7.25 acres from Government/Quasipublic (GQ) District to a Planned Development (PD) District, to allow the development of 82 units, plus 8 accessory dwelling units.
13-P-1.1.D	Encourage residential and mixed-use development within the Urban Limit Line to meet regional fair share housing goals by focusing residential and mixed-use development on sites that have been designated within Priority Development Areas (PDAs) under the MTC/ABAG FOCUS Program. Assist nonprofit and for-profit developers to obtain grants and other capital improvement funds offered to PDAs to develop and improve those infill sites, and offer incentives for mixed-income projects, including but not limited to streamlined review, fee deferrals, priority	Apply for grant and other capital improvements funds annually as funding sources become available.	There are three PDAs in the City of Pittsburg, including Downtown Pittsburg (309 acres), the Railroad Avenue Specific Plan (1,075 acres) and a shared PDA between the City of Pittsburg and Contra Costa County around the existing Pittsburg/Bay Point BART station, 125 acres of which are located within the City of Pittsburg. During the previous Housing Element cycle, several mixed-use and high-density residential projects were approved and constructed within the City PDAs, including Vidrio (75 multi-family residential condominiums above 11,558 square feet of commercial development); Entrata (28 affordable multi-family apartments above 8,000 square feet of commercial and quasi-public uses); Siena Court (111 affordable senior apartments above 10,300 square feet of commercial development); and La Almenara, a 20-unit affordable multi-family infill residential development in downtown Pittsburg. In 2015, the Planning Commission approved the construction of 38 units within the Railroad Avenue Specific Plan (RASP) PDA (Greystone Place, completed in 2016) and the renovation of the Burlessas Building, which would include ground floor retail and eight multi-family residential units on the second floor. In 2016, the City approved the Waterstone (formerly Belle Harbor) Subdivision, which included a request to rezone 7.25 acres from Government/Quasipublic (GQ) District to a Planned Development (PD) District, to allow the development of 82 units, plus 8 accessory dwelling units, within the RASP PDA.

Program	Objective	Timeframe	Status of Program Implementation
	application processing, and other incentives identified by affordable housing developers.		In 2020, the City approved the Atchison Mixed-Use Development along Railroad Avenue. The site is about half-a-mile south of the Pittsburg Center BART Station. The project will include 202 affordable apartment units, and 13,659 square feet of commercial space. The project took advantage of a density bonus and several incentives/concessions.
13-P-1.1.E	Support the use of Planned Development zoning for projects, when utilized to accommodate innovative site plans aimed at preserving open space, offering new recreational opportunities, and/or increasing the supply of affordable housing.	Upon request by developers or as deemed appropriate	The City has utilized the PD District zoning to allow for higher density mixed-use development as well as high-density, luxury apartments in the hills. In 2016, 2018, and 2019 the City approved the Waterstone, Liberty, and Alves Ranch subdivisions, which included requests for Planned Development (PD) zoning to allow the development of 485 units, plus 20 accessory dwelling units which are affordable by design. Each subdivision utilizes innovative site plans to help maximize the number of units on these infill sites. In 2020, the City approved the 270-unit San Marco Villas III Apartments Project on a site with PD zoning.
13-P-1.1.G	Continue to permit projects up to a density of 40 d.u./ac within the RH District that meet a community objective (affordable housing).	Ongoing; implement as development projects are proposed	In 2007, the City Council adopted Ordinance No. 07-1284, to allow an incremental increase in density proportionate to the increase in affordable units within the High Density Residential (RH) District. Specifically, for each 2 percent increase in deed-restricted lower-income unit offered above that required by the Inclusionary Housing Ordinance (Chapter 18.86), lot area per unit may be reduced 100 square feet per unit and minimum lot area may be reduced 2,000 square feet for a maximum density of 40 units per acre. No projects requesting to utilize the above-referenced section of the Zoning Ordinance have been proposed during the current Housing Element Cycle (2015-2023).
13-P-1.2	Encourage the construction of both high end and moderate-income housing in the southern foothills, downtown, along the waterfront, and throughout Pittsburg to provide above moderate-income housing opportunities in the community and to increase economic activity within the city.		
13-P-1.2.A	Establish minimum lot sizes when rezoning the foothills to accommodate large homes. Provide flexible lot sizes on up to 50% of the lots, when requested, in conjunction with a density	Ongoing; implement upon request	In 2020, the Planning Commission recommended approval of the SW Hills/Faria Annexation Project. The project includes a request for rezoning amendments that would reclassify portions of the site from HPD (Hillside Planned Development) to RS-4-P (Single Family Residential, 4,000 square foot minimum lot size with Master Plan). The minimum lot size would enable the applicant to focus development to the center of the site and provide more open space than would be possible under the current rezoning. The application also includes a request for approval of a development agreement which would

Program	Objective	Timeframe	Status of Program Implementation
	bonus and long-term affordable housing agreement.		require construction of 150 rent-restricted accessory dwelling units throughout the future subdivision. Other developable areas within the southern foothills have been pre-zoned as HPD District, and upon annexation into the City, HPD District regulations would apply. The HPD District does not establish minimum lot sizes; however, the allowable density for new single-family residential development is identified as a range from 0.2 to 4.5 d.u./ac depending upon the average natural slope of a property. This type of density range would be conducive to large lot and large home development.
13-P-1.2.B	Ensure subdivisions in the foothills include an adequate supply of estate-sized lots for estate size homes.	Ongoing; implement as development projects are proposed	With the exception of the site for the SW Hills/Faria Annexation Project, development in hillside areas is subject to the base density calculations set forth in the HPD District development regulations, which allows for flexible lot sizes in accordance with the surrounding topography and development. The base density calculations allow a range from 0.2 to 4.5 d.u./ac. Such a density range would be conducive to a subdivision development of estate homes.
13-P-1.2.C	Ensure that at least half the homes approved and constructed on estate size lots in the foothills are over 3,000 square feet (net garage) in size.	Ongoing; implement as development projects are proposed	All development projects and tentative subdivision maps are subject to review by the Planning Commission; therefore, this policy be implemented on a case-by-case basis.
13-P-1.2.D	Support the development of moderate- and above moderate-income housing within the existing City limits, such as high-end condominiums, townhouses, and single-family units with premium views and amenities throughout the city to	Ongoing; implement as development projects are considered and proposed	The southwest portion of the City, which extends from State Route 4 to the north to the southwest hills to the south, is located in the 693-acre San Marco PD, which was established in 1993 and is composed of approximately 14 distinct “villages” with varying densities and housing types specified for each. In 2012, the Planning Commission approved a Vesting Tentative Map in the San Marco PD for up to 252 small lot single-family lots (ranging from 2,992 square feet to 5,480 square feet) on approximately 30.2 acres. In 2008, the San Marco Villas were constructed within the large-scale San Marco PD District. The development resulted in development of 330 market-rate multi-family

Program	Objective	Timeframe	Status of Program Implementation
	increase economic activity within these areas.		apartments at the western foothills of the City and dramatically increased the number of rental units available to moderate- and above moderate-income families. In 2015, the Planning Commission approved the Villas II Extension, which added an additional 132 units immediately west. In 2015, the Planning Commission approved the construction of Greystone Place (38 units) within the Railroad Avenue Specific Plan (RASP) PDA and the renovation of the Burlessas Building, which would include ground floor retail and eight multi-family residential units on the second floor. Construction of the Greystone Place Subdivision was completed in 2016. In 2016 and 2018, the City approved the Waterstone and Liberty subdivisions, which included requests for Planned Development (PD) zoning to allow the development of 139 units, plus 14 accessory dwelling units. The City also approved the 62-unit Edgewater Apartment Project in 2018. Construction of the Waterstone Subdivision was completed in 2019. Construction of the Liberty Subdivision began in 2019 and is near completion. The Edgewater Apartments Project was completed in 2019. In 2017, the City approved the Esperanza Apartments, a 318-unit multi-family development which will significantly increase the number of moderate- and above moderate-income multi-family units in the City. This project is still on hold. In 2019, the City approved the Alves Ranch Subdivision, which included a request to rezone the site from a combination of High Density Residential (RH-P) and Office Commercial (CO-P) to Planned Development (PD) and Community Commercial (CC) in order to allow a single-family residential project with 346 units, plus six accessory dwelling units. Construction of the Alves Ranch Subdivision is still underway. In 2020, the City approved San Marco Villas III. The Villas project will provide 270 additional market-rate apartment units near the northwest corner of W. Leland Road and San Marco Boulevard.
13-P-1.4	Support the construction of multi-family housing in close proximity to transit, arterials, shopping, and public services.		
13-P-1.4.A	Encourage the development of high-density, transit-oriented mixed-use	Communicate with interested developers at	The City Council adopted Ordinance No. 09-11303 approving the Railroad Avenue Specific Plan on November 2, 2009. The plan regulates development within the Railroad

Program	Objective	Timeframe	Status of Program Implementation
	development for all income levels, within identified Priority Development Areas (PDAs) near existing and planned transit through the implementation of the Pittsburg/Bay Point BART Master Plan and the Railroad Avenue Specific Plan. Where feasible and appropriate, provide incentives such as fee waivers or deferrals, reduced parking requirements (in accordance with the adopted plans) and fast-track permit processing.	least once per year and implement as development projects are proposed	Avenue PDA and allows densities up to 65 units per acre in areas closest to Pittsburg Center BART Station. In 2011, the City Council adopted Ordinance No. 11-1350 rezoning approximately 50 acres around the existing Pittsburg/Bay Point BART Station to M-P (Mixed Use with a Master Plan Overlay) District. The Master Plan allows high-density residential development up to 70 units per acre (not including density bonuses), and contains development standards such as minimum densities, maximum parking standards, and architectural and streetscape standards intended to foster development of a high-density, mixed-use transit village around the BART station. In 2016, the City approved the Waterstone Subdivision, which included a request to rezone 7.25 acres from Government/Quasipublic (GQ) District to a Planned Development (PD) District to allow the development of 82 units, plus 8 accessory dwelling units which are affordable by design. The development is designed at a density of 11.5 d.u./ac, and is located within a ½ mile radius of the BART station at the intersection of Railroad Avenue and SR 4. In 2017, the City approved the Esperanza Apartments, a 318-unit multi-family development approximately one mile west of the Pittsburg/Bay Point BART Station. In 2019, the City approved the Alves Ranch Subdivision, a 346-unit single-family subdivision approximately ½-mile west of the Pittsburg/Bay Point BART Station. In 2020, the City approved the Atchison Mixed-Use Development along Railroad Avenue. The site is about half-a-mile south of the Pittsburg Center BART Station. The project will include 202 affordable apartment units, and 13,659 square feet of commercial space. The project took advantage of a density bonus and several incentives/concessions.
13-P-1.4.B	If deemed necessary by the City Engineer, research and implement Transportation Demand Management (TDM) strategies, such as parking pricing, unbundling housing and parking, and employer	Ongoing; review annually or as development projects are proposed	The Railroad Avenue Specific Plan contains Policy No. 6-P-13, to implement TDM strategies including those listed within Program 13-P-1.4.C, when traffic and parking demand increases within the Specific Plan area. Further, the Specific Plan contains reduced parking requirements for residential developments within the plan area. In 2016, the City hired a consultant to prepare a TDM strategy, and held multiple community meetings within neighborhoods affected by the Pittsburg Center BART Station to discuss TDM strategies and gather feedback.

Program	Objective	Timeframe	Status of Program Implementation
	sponsored transit passes, for in-fill and mixed-use developments located within one-half mile distance of BART and other transit facilities in order to reduce parking requirements.		The Pittsburg/Bay Point BART Master Plan contains subsection, 6.7, Station Area Development Strategies-Parking Management Strategies that sets forth recommendations to reduce parking demand on BART-owned properties. Further, the Master Plan contains parking maximums and no parking minimum standard for properties within the plan area.
13-P-1.4.C	Encourage owners of very large parcels (in excess of 20 acres) within one-half mile of an established or planned PDA to partner with nonprofit housing developers to develop a portion of the site with housing affordable to low- and moderate-income households.	Ongoing; implement as development projects are proposed	Implementation ongoing as development projects are proposed within these areas.
13-P-1.5	Encourage the construction of accessory dwelling units or “second units” that allow extended families to live near each other, increase the affordable and rental housing stock, and provide income assistance to homeowners.		
13-P-1.5.A	Support the development of second units through reductions and waivers of city transportation and planning fees for accessory residential units.	Ongoing; implement as second units are proposed	New accessory dwelling unit (ADU) laws went into effect on January 1, 2020 that define the maximum standards that can be applied to ADUs and Junior ADUs. The City Council adopted revisions to the City’s ADU ordinance to bring them into compliance with the new State laws. The passage of these laws has significantly raised interest in the construction of ADUs in Pittsburg. In 2020, the City issued 12 permits for attached and detached ADUs. The development agreement for the SW Hills Faria Project, if approved, would require construction of 150 attached ADUs throughout the future subdivision. Other subdivisions that have ADU construction requirements as part of their development agreements include the Liberty and Waterstone subdivisions. The City has also received SB 2 grant funds to prepare pre-approved ADU plans that could be used by residents to help reduce the cost of ADU construction. The consultant contract for that work was approved by City Council in 2020.
13-P-1.5.B	Work with Delta Diablo Sanitation District and Contra Costa Water District to reduce or waive fees for utility installations for accessory dwelling units.	2015-2017	

Program	Objective	Timeframe	Status of Program Implementation
13-P-1.5.C	Develop a second unit brochure and make it available for distribution at permit center and web site.	2015	
13-P-1.6	Meet Pittsburg's fair share regional housing needs.		
13-P-1.6.A	Endeavor to facilitate the production of a minimum of 2,025 housing units between January 1, 2014, and June 30, 2022, including at least 392 units serving extremely low- and very low-income households, 254 units serving low-income households, and 316 units serving moderate-income households through implementation of the policies and actions identified in this element.	2014-2022	During 2020, the City made more progress toward meeting its RHNA targets for the 2015-2023 housing cycle. As of the end of last year, the City has achieved seven percent of its very low; 127% of its low; 68% of its moderate; and 77% of its above-moderate income RHNA targets through issuance of building permits (see Tables 1-5 above). On February 1, 2021, the Southern California News Group used RHNA data to create its second annual housing permit report card for all 539 cities and counties in the state. Only 33 were doing well enough to earn an A, while 96 got an F. The average grade was a C-minus. Pittsburg earned a B+ which indicates the city is ahead of most jurisdictions in the State when it comes to meeting its housing targets for this cycle. The City approved two large residential projects in 2020 – San Marco Villas III, a 270 apartment unit complex near the northwest corner of W. Leland Road and San Marco Boulevard; and the Atchison Mixed-Use Development, a transit-oriented 202 apartment unit complex at 2575 Railroad Avenue. Building permits were issued for 201 new residential units in 2020 (up from 116 permits issued the previous year). Of those total permits, six were for very low income; 97 were for low-income, none were for moderate income, and 98 were for above-moderate income units.
13-P-1.6.B	Monitor the City's inventory of sites appropriate to meet housing at all income levels and ensure that adequate sites remain available throughout the planning period, in compliance with Government Code Section 65863(b).	2014-2022	Ongoing. The Successor Agency to the City of Pittsburg Redevelopment Agency (Successor Agency) staff maintains a list of City and Successor Agency-owned parcels that is available to the public upon request. In addition, all City employees have access to an online Geographic Information System (GIS) web page that contains up-to-date property information, which staff can provide to the public upon request.

Program	Objective	Timeframe	Status of Program Implementation
Affordable Housing/Special Needs Housing			
Goal 2. Promote the expansion of the City's affordable housing stock, including that which accommodates special needs households.			
13-P-2.1	Provide incentives to developers who assist the City in meeting affordable housing needs, including units to accommodate special needs households: female-headed households, seniors, disabled, developmentally disabled, large families, emancipated youth, seasonal and temporary workers, and the homeless.		
13-P-2.1.A	Utilize public funds to increase the supply of housing affordable to extremely low-, very low-, and low-income households, and moderate-income large family households. Endeavor to set aside a minimum 20% of the City's annual Community Development Block Grant (CDBG) funds for affordable housing projects and programs targeting special needs populations described in Policy 2.1.	Review CDBG funding annually to provide funds for affordable housing projects and targeted special needs populations.	The Housing Authority of the City of Pittsburgh (HACP) administers rental assistance through the Section 8/Housing Choice Vouchers program to extremely low-, very low-, and low-income households by subsidizing their monthly housing expense. The Housing Authority provides rental subsidy to the maximum extent allowable. Funding is awarded by the Federal government to subsidize low-income families with their rent. The number of families the Housing Authority can assist is determined by the annual contract contribution awarded. Factors in determining the number of units available to assist eligible families are based on average housing assistance payments, fair market rents established by HUD, and administrative costs. For calendar year 2019-2020, the Housing Authority received \$16,330,675. These funds were used to subsidize 948 Section 8 recipients and 185 Veteran Affairs Supportive Housing (VASH) vouchers (this is 10 additional vouchers than the previous calendar year). For the same calendar year, a total of \$23,910 was expended under the Housing Rehabilitation program to sustain the existing housing stock, much of which is occupied by low-income residents. As of the 2021, the City will no longer have this program.
13-P-2.1.B	Prioritize public funds for the development of housing affordable to extremely low-income households for identified special needs groups described in Policy 2.1.	Funding will be prioritized annually.	During 2018-2019 fiscal year, \$101,541 of CDBG funds was expended for the Veterans Square Project. During the 2019-2020 fiscal year, the Housing Authority issued a \$780,000 loan for the same project. The developer has agreed to dedicate and restrict thirteen (13) of the one-bedroom units and one (1) of the two-bedroom units in the Development, for a total of 14 units to very low-income veterans and their families.
13-P-2.1.C	Provide fee waivers and allow fee deferrals until	Ongoing; implement as	Between 2015 and 2019, the Planning Commission entitled 523 new residential units as part of the Greystone, Waterstone, Liberty, and Alves Ranch projects. The development

Program	Objective	Timeframe	Status of Program Implementation
	issuance of a Certificate of Occupancy for developers constructing affordable housing developments and/or developers providing housing and programming serving identified special needs populations described in Policy 2.1. Investigate the possibility of extending fee deferrals beyond issuance of a Certificate of Occupancy to allow developers of affordable housing to amortize the fees over a longer period of time.	affordable housing projects are proposed	agreements for these projects require construction of 24 attached accessory dwelling units (ADUs) for lower-income households. They also require the City to waive the impact fees for the ADUs. In 2020, the Planning Commission recommended approval of the SW Hills/Faria Annexation Project. If approved, the development agreement for the Faria project will require 150 ADUs to be built throughout the future subdivision.
13-P-2.1.D	Assist nonprofit developers in seeking utility fee credits when redeveloping sites for affordable housing and/or housing developments serving an identified special needs population as described in Policy 2.1.	Ongoing; provide assistance as development projects are proposed	Implemented on a case-by-case basis as affordable housing projects are proposed. Previously, the City's Engineering Division has worked with nonprofit developers to identify utility, traffic mitigation, and parkland dedication fee credits for multiple affordable housing developments including Siena Court, Veterans Square Apartments, and La Almenara.
13-P-2.1.E	Give priority in processing to project applications with an affordable housing component and/or serving an identified special needs population described in Policy 2.1.	Ongoing; Review annually and implement as development project applications are received	Historically, Los Medanos Village Apartments (71 unit affordable multi-family development) obtained planning entitlements as well as engineering and building permits, completed construction and received Certificates of Occupancy in approximately 19 months (April 2007 to November 2008). Siena Court (111-unit affordable development including a mixed-use component, a structured garage and a rooftop garden) obtained planning entitlements and engineering and building permits and broke ground on construction within approximately 18 months (June 2008 to December 2010). La Almenara (20-unit multi-family affordable development) obtained planning entitlements

Program	Objective	Timeframe	Status of Program Implementation
			and engineering and building permits and broke ground on construction within seven months (February 2010 to September 2010). More recently, Greystone Place, which included the construction of four affordable ADUs, obtained approvals and began construction in less than 20 months (February 2014 to November 2015). Waterstone, which included the construction of eight affordable ADUs, obtained approvals and began construction in less than a year (September 2015 to August 2016). Liberty, which included the construction of six affordable ADUs, obtained approvals and began construction in less than two years (February 2017 to September 2019). Alves Ranch, which includes the construction of six ADUs, obtained approvals and began construction in less than two years (June 2018 to February 2020). The Atchison Mixed-Use Development, which will include 202 affordable units, obtained approvals and was issued permits in 12 months (January 2020 to January 2021).
13-P-2.1.F	Support density bonuses and other incentives above those required in the State mandated Density Bonus Law for mixed-income housing projects which address the housing needs of an identified population described in Policy 2.1.	Review annually and implement as development projects are proposed	Implemented on a case-by-case basis as affordable housing projects are proposed. Since 2010, the Planning Commission approved Siena Court, an affordable housing development for seniors, and Veterans Square Apartments, both with approximately 50 percent density bonuses. The density bonuses granted by the City for these projects are significantly higher than the maximum density bonus called for under state law (35 percent).
13-P-2.1.G	Continue to work with non-profit developers to identify and apply for County and state grants (www.hcd.ca.gov/fa) to construct affordable housing projects and/or residential developments that serve an identified special housing needs population described in Policy 2.1.	Annually communicate with nonprofit developers and annually, depending on state funding cycles, submit applications for funding.	In 2015, the City applied for several County and State grant funding programs to support affordable housing. The City received a \$20,000 grant from the San Francisco Foundation. The Housing Authority of the City of Pittsburg has agreed to provide a loan agreement for up to \$947,000 for the financing of Veteran's Square through Resolution No. 15-288 dated June 15, 2015. In April 2016, the developer was notified that the Veteran's Square project will be receiving an award of over \$3 Million in state Veterans Housing and Homeless Prevention Program funds and the project was invited to submit a full application for the state Affordable Housing and Sustainable Communities Program. On August 12, 2019, the Housing Authority committed funding for (29) units which includes (19) VASH Vouchers under the Project-Based Voucher Program reserved for the

Program	Objective	Timeframe	Status of Program Implementation
			Veteran's Square project. On October 13, 2020, the Housing Authority entered into an AHAP Contract with SAHA to begin construction of the project. The City will continue to apply for County and State funding in the coming years.
13-P-2.1.H	Facilitate the development of onsite childcare space by offering priority permitting, reduced parking and flexible development standards for housing developments that include on-site childcare.	Review annually and implement as development projects are proposed.	PMC section 18.50.010, "Land Use Regulations for All Residential Districts," allows General Day Care uses as a permitted use in medium and high-density residential districts provided that they are designed as an ancillary part of the multi-family residential project, and serve only the residents of the complex; otherwise, they are permitted with an approved use permit. No development has proposed to have a childcare center within this reporting period. The City's Municipal Code currently allows small family day cares as a permitted use in all residential zones. In March 2017, the City Council adopted an ordinance amending Title 18 of the PMC to permit large family daycare homes of up to 14 children, with limitations related to noise, parking, and spacing/concentration, consistent with state law. The ordinance also streamlined the permitting process and minimized processing fees for large daycare homes.
13-P-2.2	Accommodate the development of housing that is accessible to disabled persons and facilitates aging in place.		
13-P-2.2.A	Continue to implement a Home Rehabilitation Loan Program, providing grants to extremely low-, very low-, and low-income senior and disabled households to increase the handicap accessibility of their homes. Advertise the loan program through flyers, online materials, and outreach at the Senior Center and the Housing Authority.	Ongoing; distribute flyers and update outreach materials annually or as needed	During the 2019-2020 fiscal year \$116,792 of CDBG funds were allocated for the housing rehabilitation program to sustain the existing housing stock, much of which is occupied by low-income residents. This amount is down from \$180,399 from the previous year.

Program	Objective	Timeframe	Status of Program Implementation
13-P-2.2.B	To facilitate aging in place, encourage that a percentage of new homes within new subdivisions be limited to one-story in height, and incorporate universal design principles as part of a comprehensive update of the development review design guidelines.	2015-2017	The Development Review Design Guidelines have not been updated to include this program. However, all projects are reviewed by the City's Building Division in accordance with Chapter 11 of the California Building Code which requires that a certain number of residential units within new construction projects or significant rehabilitation projects be accessible and adaptable. Until the Design Guidelines are updated to include this program, it will be implemented on a case-by-case basis as development proposals are reviewed. The conditions of approval for the Tuscany Meadows Residential Project approved in 2016 require that at least 15% of all units in the subdivision be constructed as single-story structures, consistent with this housing element policy.
13-P-2.3	Support efforts to provide temporary, transitional and permanent housing in the City and surrounding area for homeless people.		
13-P-2.3.A	Coordinate with the County and local non-profits to identify and address the housing and social service needs of the local homeless.	Annually	During the 2019-2020 fiscal year, the City provided approximately \$46,367 in CDBG Funds to local non-profit programs that provide services to the local homeless population. The programs that received funding include Coordinated Outreach, Referral, and Engagement (CORE), Winter Nights Rotating Family Shelter, Loaves and Fishes, and St. Vincent de Paul RotaCare. CORE teams work to identify, engage, stabilize and house chronically homeless individuals and families. The outreach teams provide basic needs supplies, counseling, benefits assistance, linkages to healthcare, shelter placement, and referrals and transportation to C.O.R.E. Centers. The Winter Nights Rotating Family Shelter is a project of the Interfaith Council of Contra Costa County that provides emergency shelter, food, tutoring, transportation, case management, housing placement assistance and more to homeless families living primarily in East and Central County. Loaves and Fishes provides hot meals Monday through Friday and St. Vincent de Paul RotaCare provides a free medical clinic for low income and uninsured Pittsburg residents. The City is actively engaged in the Contra Costa County of Continuum of Care (CoC) which is governed by the Contra Costa Council on Homelessness (Council). The Council provides a forum for communication and coordination about the implementation of the County's strategic plan to prevent and end homelessness, and for orchestrating a vision on ending homelessness in the County, educating the community on homeless issues, and advocating on federal, state, and local policy issues affecting people who are homeless or at risk of homelessness. The Council provides advice and input on the operations of homeless services, program operations, and program development efforts in the county.

Program	Objective	Timeframe	Status of Program Implementation
			Pittsburg has been closely participating in the Council meetings as well as the Health, Housing, and Homeless Services (H3) Community meetings. The purpose of H3 community meetings is to exchange information regarding housing resources to County and non-profit staff, housing advocates, consumers of the homeless CoC, and the general public. Input and feedback from H3 community meetings are brought to the Mental Health Commission's Consolidated Planning and Advisory Workgroup and the Council.
13-P-2.3.B	Continue to fund operations of the permanent homeless shelters in Central Contra Costa County using CDBG and other funds targeted to serve lower income households.	Ongoing; allocate funds annually	The City continues to participate in the countywide efforts to assist the homeless population by funding services that take proactive steps to implement the CoC strategy for the homeless. During the 2019-2020 fiscal year, the City provided \$13,183 in CDBG funds to the St. Vincent De Paul RotaCare clinic that is operated at the St. Vincent De Paul facility in Pittsburg. This program not only offers free medical care for the uninsured but also serves as a daytime shelter for homeless families. A feeding program is also within walking distance from the facility and offers hot meals for these families. Additionally, the City provided \$23,184 in CDBG funds to CORE and the Winter Nights Rotating Shelter. The Housing Authority of the City of Pittsburg applied for additional funding for Housing Choice Vouchers (Veterans' Affairs Supportive Housing Vouchers aka VASH Vouchers) for homeless veterans in Contra Costa County. Ten (10) additional vouchers were awarded in Summer 2018 and another five (5) for March 2019.
13-P-2.3.C	Amend the Zoning Ordinance to redefine supportive and transitional housing to be consistent with Health and Safety Code Sections 50675.2 and 50675.14. In accordance with more recent interpretations of Senate Bill 2, amend the Zoning Ordinance to allow supportive and transitional housing as residential uses subject only to restrictions	2015-2016	Not yet implemented.

Program	Objective	Timeframe	Status of Program Implementation
	applicable to other residential uses of the same type in the same zone.		
13-P-2.3.D	Continue to support expansion of programs providing housing information, counseling, referrals, dispute resolution, and/or emergency shelter.	Ongoing; allocate funding annually or as available	The Successor Agency has partnered in the past and continues to allocate funding to Pacific Community Services, Inc. (PCSI), to provide confidential counseling to families who are in danger of losing their homes to foreclosure; facilitate tenant/landlord dispute resolution; conduct pre- and post- purchase counseling to homebuyers within the City; provide free of charge information and referral services regarding home ownership to households within the City; refer homeowners within the City that require credit maintenance and money management services to a credit counseling agency. In fiscal year 2019-2020, the Successor Agency has allocated \$10,000 for PCSI's efforts. During the 2019-2020 fiscal year, the City provided \$10,000 in CDBG funds to Contra Costa Senior Legal Services, to support legal counseling, advice, representation, and litigation services to seniors in connection with housing issues.
13-P-2.3.E	Work with public agencies in the area to develop a coordinated and cooperative approach to identifying the housing needs of day laborers, and implement programs to address their identified needs.	Annually	This program has not been implemented.
13-P-2.3.F	Continue to support community-based job training programs to help individuals learn necessary skills to attain higher paying jobs and transition out of the Section 8 program.	Ongoing	Ongoing. Future Build provides pre-apprenticeship training for low-income residents in East Contra Costa County. Training is offered in the building trades, solar theory and installation, construction, and hazardous waste. The program also provides post-graduate services including job coaching, referrals, and assistance from workforce investment job placement specialists. Successful graduates have been hired at Plumbers Local 159, Iron Workers Local 378, Laborer's Local 324, Solar City, Aerotec, and Tesla. Opportunity Junction (headquartered in Antioch) also provides job training and placement in addition to career counseling and placement assistance.
13-P-2.4	Increase homeownership opportunities for extremely low-, very low-, low- and moderate income households.		

Program	Objective	Timeframe	Status of Program Implementation
13-P-2.4.A	Provide support for the development of homes for extremely low-, very low-, and low-income households under sweat equity programs, through technical assistance, funding application assistance, and financial assistance if and when available.	Ongoing; implement as development projects are proposed	The City has not implemented a sweat equity program during the current Housing Element cycle. City staff provides technical assistance and funding application assistance as requested by developers of affordable housing. During the 2019-2020 fiscal year, \$116,792 of CDBG funds was allocated for the housing rehabilitation program to sustain the existing housing stock, much of which is occupied by low-income residents.
13-P-2.4.B	Support continuation of the County Mortgage Credit Certificate program benefiting new low- and moderate-income homeowners, and make information about it available at permit counter and on the City's website.	Ongoing; review and update information annually or as needed	This program has not been implemented during the current Housing Element cycle.
13-P-2.4.C	Continue to provide a first-time homebuyer program in the city for the benefit of low- and moderate-income households utilizing appropriate CDBG and Housing Authority resources. Explore options for partnership with ABAG or other regional agencies on additional funding for a region-wide first time homebuyer program.	Ongoing; allocate resources annually or as available	This program has not been implemented during the current Housing Element cycle.

Program	Objective	Timeframe	Status of Program Implementation
13-P-2.4.D	Continue to provide information to local for-profit and not-for-profit developers about the types of state and federal low-interest land acquisition/construction funds available for development of homes affordable to low- and moderate-income households by distributing the list of available grant funds listed on www.hcd.ca.gov/fa/, and continuing to offer support in the application of these funds.	Ongoing; distribute the list annually and upon request	This task is undertaken on a case-by-case basis when individual developers approach the City's Economic Development Department and Planning Division, and request information or assistance in obtaining state and federal funds. In the past, the City has worked closely with nonprofit housing developers to participate in mortgage and construction loan and grant programs including but not limited to the Housing and Community Development Multi-family Housing Program (HCD MHP), Contra Costa HOME, Affordable Housing Partnership (AHP) funds, California Tax Credit Allocation Committee (CTCAC) tax credits, and the California Debt Limit Allocation Committee (CDLAC) Qualified Residential Rental Project Program.
13-P-2.4.E	Continue to participate in the Contra Costa County Consortium to ensure access to and input on the distribution of HOME and HOPWA funds benefiting Pittsburg residents with special needs.	2015-2018	The City of Pittsburg continues to partner with the Contra Costa County Consortium to offer staff assistance and to ensure the receipt and distribution of Contra Costa HOME and Housing Opportunities for Persons with AIDS (HOPWA) funds that benefit Pittsburg residents.
13-P-2.4.F	Continue to co-sponsor homeownership/credit preparation classes within the community.	Ongoing; co-sponsor classes on quarterly basis or as appropriate	Currently, the Housing Authority of the City of Pittsburg staff provides individual counseling on eligibility requirements, credit issues and pre- & post-homeownership counseling. This program will continue to be implemented on an ongoing basis depending on the availability of funding.

Program	Objective	Timeframe	Status of Program Implementation
13-P-2.4.G	Amend the City's inclusionary housing ordinance to allow inclusionary units to count towards density bonuses.	2017	Not yet been implemented.
13-P-2.4.H	Review the appropriateness and feasibility of the City's inclusionary housing regulations as they relate to new and existing for-sale and rental housing development. Evaluate fluctuations in market-rate home sale and rental prices, income trends, and other relevant data, as well as recent case and state law as it relates to the City's adopted policy. If appropriate, consider adopting a revised inclusionary policy for new development in which fee payment (such as an affordable housing linkage fee) is the primary form of compliance for various types of development. Identify appropriate strategies for working with owners and occupants of existing inclusionary units depending on the results of the analysis.	2017	This program has not been implemented during the current Housing Element cycle.

Program	Objective	Timeframe	Status of Program Implementation
13-P-2.4.I	Support the development of homes affordable to low- and moderate-income households and developed by nonprofit organizations citywide. Support should include, but not be limited to, technical/staff assistance for grant and tax credit applications as well as incentives, credits and fee deferrals, and flexible development standards in accordance with the State-mandated Density Bonus Law. Prioritize partnerships with nonprofit developers that have a proven track record in developing successfully in the city.	Ongoing; implement as development projects are proposed by nonprofit organizations	Implemented on a case-by-case basis as applications are submitted. City staff provides technical assistance and finding application assistance as requested by developers of affordable housing.
13-P-2.4.J	Create a list of publicly owned land, update the list on a quarterly basis, and make the list available to developers upon request. Prioritize partnerships for the disposition of publicly owned land with nonprofit developers that have a proven track record in developing successfully in the city.	Ongoing; establish list by 2016, update quarterly	Ongoing. The Successor Agency to the City of Pittsburgh Redevelopment Agency (Successor Agency) staff maintains a list of City and Successor Agency-owned parcels that is available to the public upon request. In addition, all City employees have access to an online Geographic Information System (GIS) web page that contains up-to-date property information, which staff can provide to the public upon request.
13-P-2.4.K	Pursue federal resources to acquire foreclosed properties for the	Ongoing; pursue federal resources and	No federal resources to acquire foreclosed properties were obtained during the reporting period. The Successor Agency for the Redevelopment Agency of the City of Pittsburgh partnered up with Pacific Community Services Inc. (PCSI), a non-profit organization that

Program	Objective	Timeframe	Status of Program Implementation
	rehabilitation and re-tenanting of very-low, low- and moderate-income first-time homebuyers, and to assist homeowners facing foreclosure to stay in their homes. Institute a local preference policy for residents and those who work and/or attend school in Pittsburg when administering the program.	institute a local preference policy by 2017	assists troubled homeowners at no charge. PCSI services include confidential counseling to families who are in danger of losing their homes through foreclosure. The counseling consists of a personal interview and the development of a case management plan. A working relationship is established between the homeowner and lender and so as to determine the best relief measures.
13-P-2.5	Increase the supply of rental housing available and affordable to extremely low-, very low-, low-, and moderate-income households, and in particular large families.		
13-P-2.5.A	Continue to advocate for and operate the Section 8 Housing Choice Voucher Program. Increase the number of vouchers available, when possible.	Ongoing	The Housing Authority of the City of Pittsburg continues to provide rental housing assistance to approximately 948 Section 8 voucher holders, which includes 185 Housing Choice Vouchers for homeless veterans in Contra Costa County. In 2017, the Housing Authority of the City of Pittsburg opened the Housing Choice Voucher Wait List and conducted a lottery. In 2020, HA Staff began purging the Wait List in preparation in assisting applicants who were selected for consideration when funding is available. In October, the HACP Staff applied for additional funding for Housing Choice Vouchers (Veterans' Affairs Supportive Housing Vouchers aka VASH Vouchers) for homeless veterans in Contra Costa County. Additional VASH vouchers were awarded in Summer 2018 & Spring 2019.
13-P-2.5.B	Continue to publicize the Housing Choice Voucher Program/benefits, and encourage the participation of single and multi-family property owners.	Ongoing	The Housing Authority continues to market the Section 8 Housing Choice Voucher Program by directly contacting and informing landlords and property managers about the program and by keeping program information current on the City website.

Program	Objective	Timeframe	Status of Program Implementation
13-P-2.5.C	Provide support for the development of rental units for extremely low-, very low-, low-, and moderate-income households that are developed by nonprofit organizations by offering technical assistance, funding application assistance, fee waivers and deferrals, and financial assistance if and when available.	Ongoing	Implemented on a case-by-case basis as affordable housing projects are proposed.
13-P-2.6	Encourage the incorporation of energy conservation design features in existing and future residential developments to conserve resources and reduce housing costs.		
13-P-2.6.A	Continue to offer rehabilitation loans and possibly grants to low- and moderate-income homeowners to improve the energy efficiency of their residence and/or replace existing energy inefficient appliances.	Ongoing	During the 2019-2020 fiscal year, \$116,792 of CDBG funds was allocated for the housing rehabilitation program to sustain the existing housing stock, much of which is occupied by low-income residents. During the same period, \$23,910 was expended under the Housing Rehabilitation program and assisted 2 Pittsburg resident with the renovation of their home.
13-P-2.6.B	Create incentives such as a density bonus or priority permitting for developments that exceed state energy efficiency standards by 20 percent as part of a comprehensive update of the development review process of the Climate	2015-2020	This program has not been implemented.

Program	Objective	Timeframe	Status of Program Implementation
	Action Plan (whichever comes first). Support the use of solar heating and cooling homes, consistent with adopted building, mechanical, and plumbing codes.		
13-P-2.6.C	Work with public and private financing entities to develop a grant or long-term loan program fund to fund the installation of solar panels on single-family and multifamily residential developments to reduce energy consumption and provide savings to property owners. Examples of such partnerships include but are not limited to Pittsburgh Power Company, California FIRST Energy Savings Financing, Figtree PACE Program and expansion of the City's involvement into the HERO Program to include residential uses.	2015-2020	This program has not been implemented.
13-P-2.6.D	Utilize efficient design principles in the site planning of new subdivisions to enhance the quality of life of Pittsburgh residents. Closely follow the guidelines set forth in the	2015-2020	Implemented on a case-by-case basis as development projects are proposed.

Program	Objective	Timeframe	Status of Program Implementation
	adopted Green Building Development Review Design Guidelines and ensure that the City's Climate Action Plan includes neighborhood, site, and building design to maximize energy efficiency and smart growth principles and an incentive process to comply with the adopted Green Building Development Review Design Guidelines (see also Program 2.6.B).		
Eliminating Discrimination			
Goal 3. Eliminate housing discrimination.			
13-P-3.1	Promote fair housing opportunities for all people.		
13-P-3.1.A	Prohibit housing discrimination on the basis of age, race, ethnic or national origin, physical or psychological special need, religion, sex, sexual orientation, familial status, or source of income in all projects which receive local public funds.	Ongoing.	The City is subject to and enforces state and federal fair housing laws. In addition, all agreements signed by the City contain a non-discrimination clause stating that there shall be no discrimination with regard to the rental or sale of units and no preference shall be given to any particular class or group of people except to the extent that the affordable units are provided to households that meet the minimum income requirements.
13-P-3.1.B	Amend the Zoning Ordinance to include a definition of employee	2015-2017	This program is not yet completed.

Program	Objective	Timeframe	Status of Program Implementation
	housing as defined in Health and Safety Code Section 17021.5 and 17008 and to allow such housing for six or fewer residents in residential districts subject only to restrictions applicable to other residential uses of the same type in the same zone.		
13-P-3.1.C	Continue to address impediments to fair housing choice identified in the Contra Costa Consortium's Analysis of impediments to Fair Housing Choice.	Adhere to the time frame established in the Analysis of Impediments to Fair Housing Choice	Currently, Pittsburg Housing Authority staff provides individual counseling on eligibility requirements, credit issues, and pre- and post-homeownership counseling. This program will continue to be implemented on an ongoing basis depending on the availability of funding.
13-P-3.1.D	Continue to fund tenant-landlord counseling services to help resolve problems and conflicts that occur in tenant/landlord relationships. Publicize the availability of these public resources through the City's website, and through the display and dissemination of written materials (in both English and Spanish) at City Hall and the Pittsburg Library.	Annually	Currently, Pittsburg Housing Authority staff provides individual counseling on eligibility requirements, credit issues, and pre- and post-homeownership counseling. This program will continue to be implemented on an ongoing basis depending on the availability of funding.

Program	Objective	Timeframe	Status of Program Implementation
13-P-3.1.E	Give preference to persons who live and/or work within the City of Pittsburg in the purchase or rental of local price restricted housing units constructed and/or acquired with local affordable housing funds.	Ongoing	A local resident and employee preference policy was implemented for all participants in the First Time Homebuyer Program prior to its dissolution; however, there is no local preference policy for potential occupants of inclusionary housing units.
13-P-3.1.F	Continue to refer families to Pacific Community Services (PCS) for fair housing issues or complaints. Provide posters with fair housing referral information in the lobby area of the Housing Authority office and add information to the Housing Authority's website.	Ongoing	Currently, the Housing Authority of the City of Pittsburg staff refers fair housing issues to PCS. Fair housing information, including complaint forms and City contact information is available online. The Housing Authority Website will continue to be updated throughout the coming year. This program will continue to be implemented on an ongoing basis depending on the availability of funding.
Housing Stock Preservation			
Goal 4. Improve and preserve the existing housing stock including affordable housing units, where feasible and appropriate.			
13-P-4.1	Support the conservation and rehabilitation of existing for-sale housing stock (including mobile homes) through a balanced program of code enforcement and property improvements.		
13-P-4.1.A	Continue to investigate complaints and take appropriate action involving Building and Housing Code violations in single-family	Ongoing	The Building Division administers the City's Residential Rental Inspection Program which was established in 2006, with the adoption of Ordinance No. 06-1259. The Rental Inspection Program involves the identification and registration of rental properties in the City, the physical inspection of properties, and the issuance of correction notices and

Program	Objective	Timeframe	Status of Program Implementation
	and multi-family rental housing.		citations in order to gain compliance. As of February 2020, there were approximately 3,200 parcels registered in the program. In addition, the Building Division actively investigates citizen complaints regarding Municipal Code violations. This is accomplished through inspection, notification, communication, and the issuance of citations. The Building Division is also a key member of the City's Code Enforcement Team. The team includes staff from the Police Department, Engineering and Planning Divisions, the City Manager's office, and the City Attorney's office. This group systematically addresses the more egregious Municipal Code violations in addition to establishing a proactive response to citizens' concerns. During the 2019-2020 fiscal year, \$176,368 in CDBG funds was allocated to Code Enforcement activities to investigate complaints and take appropriate action involving residential code violations.
13-P-4.1.B	Continue to offer housing rehabilitation loans to owners of single-family and multi-family residences.	Ongoing	During the 2019-2020 fiscal year, \$116,792 of CDBG funds was allocated for the housing rehabilitation program to sustain the existing housing stock, much of which is occupied by low-income residents. During the same period, \$23,910 was expended under the Housing Rehabilitation program and assisted 2 Pittsburg resident with the renovation of their home.
13-P-4.1.C	Provide assistance to households undertaking the foreclosure process through education, legal assistance, and/or counseling services. Utilize funds and/or other resources made available through CDBG and other sources. Institute a local preference policy for residents and those who work and/or study in Pittsburg when administering the program.	Ongoing; utilize funds annually or as funds become available; institute a local preference policy by 2017	Currently, the Housing Authority of the City of Pittsburg staff provides counseling on eligibility requirements, credit issues, and pre- and post-homeownership on an individual basis. Though no activities were funded by CDBG during the Program Year, the Successor Agency for the Redevelopment Agency of the City of Pittsburg, partnered up with Pacific Community Services Inc. (PCSI), a non-profit organization that assists troubled homeowners at no charge. PCSI services include confidential counseling to families who are in danger of losing their homes through foreclosure. The counseling consists of a personal interview and the development of a case management plan. Local preference policy has not yet been implemented.

Program	Objective	Timeframe	Status of Program Implementation
13-P-4.2	Utilize public funds to preserve rent restricted units at risk of conversion to market rate and conserve and rehabilitate the existing supply of housing affordable and made available to extremely low, very low, low and/or moderate-income households, when and where appropriate.		
13-P-4.2.A	Set aside 20 to 40% of the City's annual Community Development Block Grant (CDBG) funds for housing programs, including but not limited to rehabilitation programs that remediate lead paint, eliminate building code violations, and result in more energy efficient homes.	Annually	During the 2019-2020 fiscal year \$116,792 of CDBG funds were allocated for the housing rehabilitation program to sustain the existing housing stock, much of which is occupied by low-income residents. During the same period, \$23,910 was expended under the Housing Rehabilitation program and assisted two Pittsburg residents with the renovation of their home.
13-P-4.2.B	Monitor rent-restricted units at-risk of conversion to market rate and meet with property owners to explore possible options/incentives to retain the units in the affordable housing stock. Facilitate preservation of at-risk units through cooperative partnerships with non-profit housing provider(s), when feasible and appropriate. This includes monitoring the planned renewal of Section 8 Certificates for Lido Square and East Santa Fe Apartments, facilitating the renewal process when needed, and utilizing public funds, if available, to	Start two years before expiration date for each development	The Successor Agency to the City of Pittsburg (former Redevelopment Agency) is responsible for the ongoing monitoring of units that are at risk of conversion to market rate. Redevelopment staff maintains lists of all deed-restricted housing units and monitors the status of the units. Units at risk of conversion would be eligible for rehabilitation grants and loans in exchange for maintaining deed restrictions on the units. Affordable units at risk of converting for the 2015-2023 Housing Element reporting period include: Lido Square Townhomes, East Santa Fe Avenue Apartments, and the Woods Grove Apartments (formerly Woods Manor). The deed restriction for the Woods Grove Apartments was set to expire on January 1, 2019. However, the apartments were purchased by a third party and are undergoing substantial rehabilitation. The affordability covenants for this property has also been extended for an additional 55 years. The Woods Grove Apartments contains a total 80 affordable units. Sixty-nine units were to be set aside for low income and 11 units were to be set aside for very low-income households.

Program	Objective	Timeframe	Status of Program Implementation
	purchase covenants in and/or substantially rehabilitate the units for continued restriction of their affordability. Support developer and nonprofit applications for other state and federal funds available to them for the preservation of units at risk of conversion and for the rehabilitation of the existing housing stock. Notice tenants of at-risk units about available resources.		
13-P-4.2.C	Evaluate and monitor resale restrictions for new inclusionary units to determine if the market rate price is higher than the inclusionary unit price. Should the market price be lower or at the inclusionary home price, consider foregoing resale restrictions on a case-by-case basis.	Ongoing on case-by-case basis	Implemented on a case-by-case basis as restricted units become available for sale.
Neighborhood Design Quality			
Goal 5. Enhance the visual quality of Pittsburgh's residential neighborhoods.			
13-P-5.1	Enhance the quality and variety of new home designs and home additions to ensure an attractive living environment.		
13-P-5.1.A	Conduct a comprehensive update of the Development	2017-2020	This program to further update the DRDG has not yet been implemented. In November 2010, the Planning Commission adopted Resolution No. 9864, amending the

Program	Objective	Timeframe	Status of Program Implementation
	Review Design Guidelines to require a high quality of design for new and existing residential development. Ensure that the guidelines require that a certain percentage of new homes within new subdivisions be limited to one story in height and/or regulate second-story elements to provide increased variety in building planes on all building elevations.		Development Review Design Guidelines to include “Green Building Design Guidelines.” Existing residential development and subdivision guidelines were amended to eliminate policies deemed inconsistent with environmental and pedestrian-friendly principles. In 2017, Senate Bill 35 (SB 35) established a mandated, streamlined ministerial review process for multifamily residential projects that pay prevailing wage for construction labor. The intent of this law is to exempt qualifying projects from environmental review under the California Environmental Quality Act (CEQA) and limit the local government agency’s project review to compliance with locally adopted “objective design and development standards.” The City has received a \$103,333 grant to cover the cost of a professional design consultant to develop the objective design standards from Pittsburg’s existing Development Design Standards and specific plans. This work will get underway in 2021.
13-P-5-2	Enhance the built environment through citywide landscaping efforts including the installation of street trees that will grow to create a street tree canopy along roadways and sidewalks.		
13-P-5.2.A	Publicize the existing street tree program in neighborhoods where street trees are scarce. Expand the program as funds become available.	Ongoing	This program has not been implemented.
13-P-5.2.B	Adopt a Tree Preservation Ordinance is to promote the health, safety, welfare, and quality of life of the residents of the City through the protection of specified trees located on private property within the City, and the establishment of standards for removal,	2015-2016	Implemented. In 2015, the City Council adopted Ordinance No. 15-1390, establishing a citywide tree preservation ordinance. The City has begun mapping developer-installed protected trees as part of its GIS.

Program	Objective	Timeframe	Status of Program Implementation
	maintenance, and planting of trees.		

Attachment 2

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Accepting the General Plan Annual)
Progress Report for Calendar Year 2020 and)
Authorizing Submittal of the Report to the City)
Council, State Office of Planning and)
Research, State Department of Housing and)
Community Development, and Contra Costa)
Transportation Authority)

RESOLUTION NO. 10165

The Planning Commission of the City of Pittsburg DOES RESOLVE as follows:

Section 1. Background

- A. The Pittsburg General Plan 2020 is a state-mandated and comprehensive planning document intended to guide Pittsburg's long-term physical growth and development. It articulates a shared community vision of the City's future and sets forth broad goals and policies relative to important topics including, but not limited to, land use, economic development, housing, transportation, public safety, and open space. The last comprehensive update of Pittsburg's General Plan was completed in 2001. In 2015, the City Council adopted Resolution No. 15-13033 approving the General Plan Housing Element Update for the 2015-2023 planning period.
- B. Under California Government Code Section 65400, the City is required to prepare a General Plan Annual Progress Report (APR) for submittal to the City Council, Governor's Office of Planning and Research (OPR), and State Housing and Community Development Department (HCD) by April 1st of each year. The purpose of the APR is to provide the City Council, OPR, and HCD with a progress report on the General Plan's implementation status. The APR is also meant to provide the City Council with an opportunity to identify any General Plan modifications that may be necessary to improve its implementation and effectiveness.
- C. The General Plan APR is exempt from the requirements of the California Environmental Quality Act (CEQA) under the general rule of the State CEQA Guidelines, section 15061, in that there is no possibility that the APR may have a significant negative physical impact on the environment.
- D. On February 23, 2021, the Planning Commission held a meeting during which the General Plan APR for Calendar Year 2020 and oral and/or written testimony was considered.

Section 2. Findings

Based on the Planning Commission Staff Report entitled, "General Plan Annual Progress Report for Calendar Year 2020," dated February 23, 2021, and based on all the information contained in the Planning Division files on the project, adopted and incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the meeting, the Planning Commission finds that:

- A. All recitals above are true and correct and incorporated herein by reference.
- B. The General Plan Annual Progress Report for Calendar Year 2020 appropriately and accurately summarizes the City's progress to date in implementing the action policies in its General Plan.

Section 3. Decision

Based on the findings set forth above, the Planning Commission hereby accepts the General Plan APR for Calendar Year 2020, attached to this resolution as Exhibit A, and authorizes staff to submit the report to the City Council, OPR, HCD, and the Contra Costa Transportation Authority.

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner Croskey, seconded by Commissioner Nguyen, the foregoing resolution was passed and adopted the 23th day of February 2021, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES: Croskey, Foster, Moreno, Nguyen

NAYES: None

ABSTAIN: None

ABSENT: Coniglio, Robinson

I hereby certify that the above Resolution No. 10165 was adopted by the Planning Commission of the City of Pittsburg on February 23, 2021.



HECTOR ROJAS, AICP, ACTING SECRETARY
PITTSBURG PLANNING COMMISSION



**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 of Intent to Establish an Enhanced Infrastructure Financing District and Public Financing Authority

MEETING DATE: March 15, 2021

EXECUTIVE SUMMARY

In 2014, the California Legislature enacted a law authorizing local government entities to form Enhanced Infrastructure Financing Districts (EIFDs) as a financing mechanism for revitalizing certain areas of the community. Adopting a Resolution of Intention is the first official step in the process of forming an EIFD, and authorizes the formation of a Public Financing Authority (PFA) which would have oversight of the district. If adopted, the Resolution of Intent would not obligate the City to move forward with formation of an EIFD.

FISCAL IMPACT

There is no fiscal impact associated with the adoption of the Resolution of Intent to form an EIFD.

If an EIFD is formed, it does not increase an owner's property tax. An EIFD allocates a portion of future property tax revenue increases from properties within the district to the EIFD PFA for the purpose of funding infrastructure and other public improvements within the district. Current estimates are that the EIFD may generate in excess of \$20,000,000 in property tax increment revenue over the first 20 years. In addition, formation of the EIFD allows for the participation of other non-education related taxing entities and may result in additional non-City property tax increment being allocated to the district.

RECOMMENDATION

City Council adopt the attached Resolution of Intent to establish an Enhanced Infrastructure Financing District and Public Financing Authority.

BACKGROUND

The Enhanced Infrastructure Financing District law began with passage of Senate Bill 628 in September 2014. The law has been amended numerous times over the years most notably by Assembly Bill (AB) 313 of 2015, AB 1568 of 2017, Senate Bill (SB) 1145 of 2018, and AB 116 of 2019. The law authorizes local government entities to form EIFDs as a financing mechanism for revitalizing certain areas of the community.

An EIFD is a governmental entity, legally separate and distinct from the City, and is governed by a PFA for the purpose of funding public capital facilities and infrastructure, as well as other specified projects, such as affordable housing. It should be noted that affordable housing development is not a required component of an EIFD. EIFDs are funded by capturing all or a portion of the property tax increment revenue, i.e. the difference in property taxes paid prior to and post development, generated within the district. The EIFD may finance projects through the issuance of bonds or under a “pay-go” model where money is spent as it is collected.

The proposed district boundaries would potentially include areas of the City that are currently vacant, significantly underutilized, and/or proposed for extensive development or redevelopment, as these areas represent the greatest potential for property tax growth and where investment in infrastructure has the capacity to trigger substantial economic development benefits. A preliminary map setting forth the boundaries in the City where the proposed district may be located is included as Attachment 2.

SUBCOMMITTEE FINDINGS

On September 16, 2019, the City Council held a workshop regarding economic development within the City, particularly as it relates to EIFDs and Opportunity Zones. At this meeting, Joseph Dieguez of Kosmont Companies provided an overview of how EIFDs can be structured, as well as tax increment revenue projections based on several scenarios.

On September 23, 2019, the Economic Development Subcommittee met and discussed EIFDs and potential revenue projections in greater detail. The Subcommittee generally favored a more conservative approach in which the City would contribute approximately 25% of its share of tax increment to the EIFD, and voiced support for staff beginning conversations with Contra Costa County on a potential contribution of the County’s increment.

STAFF ANALYSIS

The primary source of revenue available to the EIFD is property tax increment. EIFDs allow cities to earmark a portion of tax increment for development of infrastructure, and potentially bond against this potential tax increment, while still supporting the flow of property tax to their General Fund for day-to-day operations, supporting a positive net fiscal impact to the General Fund.

Taxing entities are not obligated to participate in the EIFD or contribute any portion of their share of increment to the district; however, a taxing entity, such as the County, may agree to contribute a portion of its increment to the EIFD and PFA to foster infrastructure development and economic growth of regional significance. These tax increment revenues may be utilized by the PFA to finance infrastructure and other public projects which stimulate and encourage private development and further increases in property values.

The types of public facilities proposed to be financed by the EIFD pursuant to EIFD Law generally include, but are not limited to: streets and transit-supportive infrastructure, including but not limited to improvements related to roadways, bicycle and pedestrian facilities, sidewalks, landscaping, signage, lighting; parks and open space; acquisition and/or construction of water, sewer, and other municipal utility capacity, transmission, and distribution improvements; and other public facilities. The EIFD would be used to both finance new construction and fund maintenance and renovation.

Formation of the EIFD would not create additional tax burden on property owners, residents, or businesses within the District. The EIFD allows for the utilization of property tax increment revenues to leverage bonds and other finance mechanisms to encourage growth and development. If created, the EIFD has the potential to help generate substantial financial benefits for each taxing entity, including additional property tax revenue, sales tax revenue, transient occupancy tax revenue, business license and development-related fee revenues, in addition to ancillary benefits (e.g. job creation, higher wages, etc.) associated with the redevelopment and revitalization of a key area of the entire region.

The PFA would serve as the governing board of the EIFD and is required by law to include a majority composition of board members representing the legislative bodies of the participating taxing entity(ies) and at least two members of the public. As presently proposed, staff recommends the PFA consist of five members, including, three members of the Pittsburgh City Council and two members of the public appointed by the City Council.

If, at a future date, an additional taxing entity chooses to be involved, such as the County, it is recommended that the PFA consist of five members, including two members of the Pittsburgh City Council, one member of the County Board of Supervisors, one public member appointed by the City, and one public member appointed by the County.

The proposed map and preliminary list of parcels (APNs) represents the maximum extent of the EIFD study area; the final EIFD may be reduced from this initial list, but may not be expanded. However, EIFD funds are not required to be invested within the EIFD boundaries, but rather, may be invested in any infrastructure project that benefits the district, and as such, other locations throughout the City may still receive investment via the EIFD.

Upon adoption of the proposed Resolution of Intent, the following is a summary of remaining steps required for formation of the EIFD:

- 1) City Council appoints PFA members at a future City Council meeting;
- 2) PFA and staff work with Kosmont & Associates, the City's consultant for EIFD formation services, to draft a proposed Infrastructure Financing Plan (IFP) that, among other tasks, describes projects that may be funded by the District and evaluates net fiscal impact of the EIFD on the City's General Fund. Upon completion of the draft IFP, the plan shall be sent to property owners within the District;
- 3) The City and each participating taxing entity required to adopt a resolution approving the IFP and specifying and approving the percentage of property tax increment revenues that will be contributed to the EIFD (along with a total dollar value cap);
- 4) PFA conducts three separate public hearings to approve the IFP and form the EIFD.

ATTACHMENTS:

1. Resolution of Intent
2. Preliminary Map of Proposed EIFD Boundary Limits

3. Preliminary List of Parcels Within EIFD

Report Prepared By: Jordan Davis, Interim Director of Economic Development/Assistant to the City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution of Intent to 1) Establish the	)	RESOLUTION NO. 21-_____
Pittsburg Enhanced Infrastructure	)	
Financing District to Finance the	)	
Construction and/or Acquisition of Capital	)	
Improvements; 2) Establish a Public	)	
Financing Authority; 3) Set a Time and	)	
Place for Public Hearing; and 4) Authorize	)	
<u>Certain Other Actions Related Thereto</u>	)	

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, the City of Pittsburg wishes to further the development of quality infrastructure and amenities throughout the City; and

WHEREAS, pursuant to Chapter 2.99 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53398.50) (the "EIFD Law"), the City Council of the City of Pittsburg ("Council") is authorized to initiate the process to establish an Enhanced Infrastructure Financing District ("EIFD"); and

WHEREAS, in accordance with Section 53398.54, the City has complied with the prerequisites prior to initiating the creation of or participating in the governance of the EIFD and will provide the required certification to the Department of Finance in accordance with EIFD Law; and

WHEREAS, the Council proposes the establishment of an EIFD to finance certain public facilities; and

WHEREAS, the proposed boundaries of the EIFD are identified on a map entitled "Proposed Boundaries of Pittsburg EIFD" a copy which is on file in the office of the City Clerk; and

WHEREAS, the EIFD will be formed by a Public Financing Authority ("PFA") which will be the governing board of the EIFD and will be responsible for implementing the Infrastructure Financing Plan ("IFP"); and

WHEREAS, this action is exempt from the California Environmental Quality Act as an action solely related to financing.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

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

Section 2. The City Council of the City of Pittsburg proposes and intends to cause

the establishment of an EIFD under the provisions of EIFD Law.

- Section 3. The name proposed for the EIFD is, "Pittsburg Enhanced Infrastructure Financing District."
- Section 4. The proposed boundaries of the EIFD are as shown on the map of the EIFD on file in the office of the City Clerk, which boundaries are hereby preliminarily approved and to which map reference is hereby made for further particulars.
- Section 5. The types of public facilities proposed to be financed by the EIFD pursuant to EIFD Law generally include: streets and transit-supportive infrastructure, including but not limited to improvements related to roadways, bicycle and pedestrian facilities, sidewalks, landscaping, signage, lighting; parks and open space; acquisition and/or construction of water, sewer, and other municipal utility capacity, transmission, and distribution improvements; and other public facilities. The EIFD would be used to both finance new construction and fund maintenance and renovation.
- Section 6. The City Council hereby finds that the EIFD is necessary for the area within the boundaries of the EIFD and the City. The City Council's stated goal for the EIFD is to create a means by which to assist in the provision of public facilities of community and regional significance that provide substantial benefits, promote economic development, and enhance quality of life within the boundaries of the EIFD or the surrounding community.
- Section 7. The Council hereby declares that, pursuant to the EIFD Law and if approved by resolution pursuant to Government Code Section 53398.68, incremental property tax revenue from the City of Pittsburg and other affected taxing entities, such as Contra Costa County, may finance the development of facilities within the EIFD or of benefit to the properties within the EIFD. The incremental property tax financing will be described in an IFP to be prepared for approval by the PFA, the City Council, and the legislative bodies of all participating taxing entities (e.g. County Board of Supervisors) under EIFD Law. The participating tax entities do not intend to contribute sales and use taxes or transactions and use taxes.
- Section 8. The City Council hereby establishes a PFA to serve as the governing board of the EIFD.
- A. The PFA membership shall be comprised initially of three members of the City Council appointed by the City Council, and two public members selected by the City Council. Members shall serve at the pleasure of the City Council and shall serve until their successor assumes office.

- B. The City Council further declares that, should Contra Costa County agree to participate as a taxing entity, then the PFA membership shall be comprised initially of two members of the City Council appointed by the City Council, a member of the Contra Costa County Board of Supervisors, a member of the public selected by the City Council, and a member of the public selected by the Contra Costa County Board of Supervisors. Members shall serve at the pleasure of their respective appointing legislative bodies and shall serve until their successor assumes office.
- C. The members are subject to compliance with the EIFD Law and Government Code Section 54974.

- Section 9. The City Council hereby requests the PFA to direct City staff and relevant third-party consultants to prepare the IFP in accordance with the EIFD Law.
- Section 10. The City Council hereby directs staff to distribute the IFP to each owner of land within the boundaries of the EIFD and each affected taxing entity, together with any reports required by the California Environmental Quality Act.
- Section 11. The City Council hereby establishes August 2, 2021, at the hour of 7:00 p.m., or as soon as possible thereafter as the matter may be heard, at the Council Chambers, 65 Civic Avenue, Pittsburg, California, as the time and place, when and where the PFA will conduct a public hearing on the proposed establishment of the EIFD and the IFP.
- Section 12. The City Clerk is hereby directed to mail a copy of this Resolution of Intent to the PFA and each owner of land (as defined in the EIFD Law) within the EIFD and to each affected taxing entity (as defined in the EIFD Law). In addition, the City Clerk is hereby directed to cause notice of the public hearing to be published not less than once a week for four successive weeks in a newspaper of general circulation published in the City. The notice shall state that the EIFD will be used to finance public works, briefly describe the facilities, briefly describe the proposed financial arrangements, including the proposed commitment of incremental tax revenue, describe the boundaries of the proposed EIFD and state the day, hour, and place, when and where any persons having any objections to the proposed IFP, or the regularity of any of the prior proceedings, may appear before the PFA and object to the adoption of the proposed IFP.
- Section 13. This Resolution in no way obligates the City or the PFA to establish any EIFD. The establishment of the EIFD is subject to the approval of the PFA by resolution and an ordinance following a public hearing conducted pursuant to EIFD Law.

Section 14. The City Manager, the City Clerk, and all other officers and agents of the City are hereby authorized and directed to take all actions necessary or advisable to give effect to the transactions contemplated by this Resolution.

Section 15. The City Clerk of the City of Pittsburgh shall certify as to the adoption of this Resolution.

Section. 16. This resolution becomes effective immediately upon adoption.

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

AYES:

NOES:

ABSTAINED:

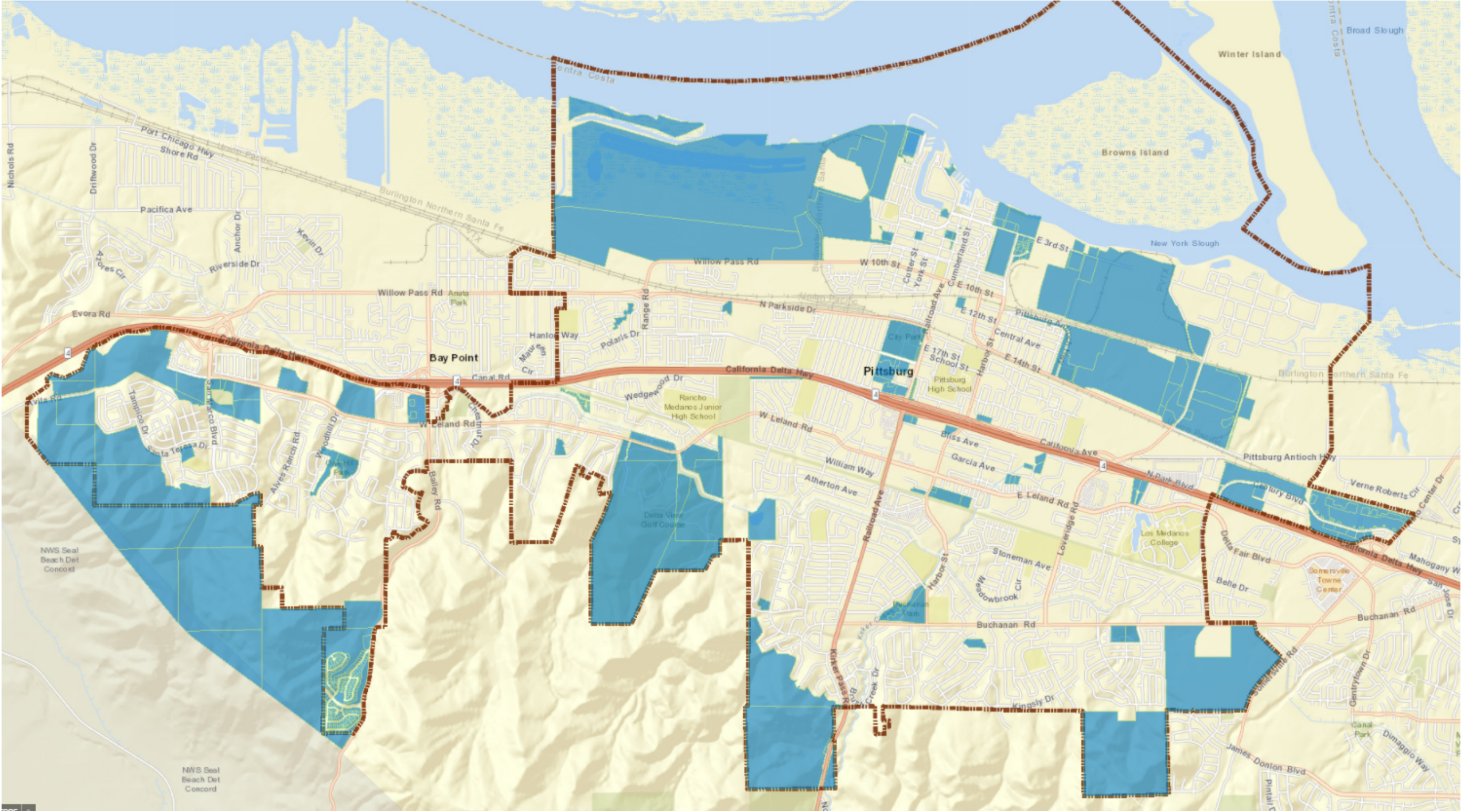
ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

DRAFT Enhanced Infrastructure Financing District (EIFD) Map



Legend

-  EIFD Area
-  City Limits



Attachment 3: Preliminary List of Parcels Within EIFD

073-010-002	073-042-024	074-460-005	085-166-018
073-010-003	073-042-025	074-460-006	085-380-123
073-010-004	073-050-001	074-460-007	085-390-077
073-010-005	073-200-013	074-460-008	086-010-016
073-010-008	073-200-014	074-460-009	086-100-015
073-010-014	073-200-015	074-460-010	086-100-019
073-010-015	073-200-017	074-460-011	086-100-027
073-020-019	073-200-018	074-460-012	086-100-030
073-030-019	073-200-022	074-460-013	086-100-035
073-030-020	073-200-025	074-460-014	086-100-036
073-030-022	073-200-027	074-460-015	086-100-037
073-030-023	073-200-028	074-460-024	086-100-042
073-041-001	073-200-029	074-460-030	086-100-045
073-041-002	073-210-032	074-460-031	086-100-046
073-041-003	073-230-007	074-460-033	086-132-016
073-041-004	073-230-010	074-460-035	086-221-002
073-041-005	073-230-015	074-460-036	086-221-003
073-041-006	073-230-030	074-460-037	086-221-004
073-041-007	073-230-031	085-010-010	086-221-005
073-042-003	073-230-032	085-020-004	086-221-006
073-042-004	073-230-033	085-041-034	086-221-007
073-042-005	073-270-088	085-071-030	086-221-008
073-042-007	074-090-019	085-071-038	086-221-009
073-042-012	074-090-025	085-071-046	086-221-010
073-042-013	074-090-027	085-101-024	086-221-011
073-042-015	074-460-001	085-109-002	086-221-012
073-042-017	074-460-002	085-130-044	086-221-013
073-042-019	074-460-003	085-166-009	086-221-028
073-042-023	074-460-004	085-166-016	087-090-005

087-277-001	089-050-070	092-040-010	092-060-027
087-362-011	089-050-071	092-040-011	092-060-028
088-040-005	089-050-074	092-050-002	092-060-029
088-040-009	089-150-016	092-060-001	092-060-030
088-040-017	089-310-015	092-060-002	092-060-031
088-081-016	091-010-009	092-060-003	092-060-032
088-110-001	091-020-008	092-060-004	092-060-033
088-152-029	091-020-010	092-060-005	092-060-034
088-152-032	091-020-013	092-060-006	092-060-035
088-152-036	091-020-018	092-060-007	092-060-036
088-152-037	091-040-002	092-060-008	092-060-037
088-171-027	091-050-047	092-060-009	092-060-038
088-171-035	091-050-057	092-060-010	092-060-039
088-171-037	091-050-058	092-060-011	092-060-040
088-184-031	091-050-060	092-060-012	092-060-041
088-220-008	091-050-062	092-060-013	092-060-042
088-220-010	091-050-065	092-060-014	092-060-043
088-220-011	091-050-066	092-060-015	092-060-044
088-530-004	091-050-067	092-060-016	092-060-045
088-530-005	091-050-068	092-060-017	092-060-046
088-530-006	091-050-069	092-060-018	092-060-047
088-540-007	091-180-001	092-060-019	092-060-048
088-540-014	092-010-002	092-060-020	092-060-049
088-540-018	092-010-006	092-060-021	092-060-050
089-010-010	092-020-002	092-060-022	092-060-051
089-020-009	092-020-003	092-060-023	092-060-052
089-020-011	092-030-010	092-060-024	092-060-053
089-020-014	092-040-008	092-060-025	092-060-054
089-020-015	092-040-009	092-060-026	092-060-055

092-060-056	092-060-085	092-070-029	092-070-058
092-060-057	092-070-001	092-070-030	092-070-059
092-060-058	092-070-002	092-070-031	092-070-060
092-060-059	092-070-003	092-070-032	092-070-061
092-060-060	092-070-004	092-070-033	092-070-062
092-060-061	092-070-005	092-070-034	092-070-063
092-060-062	092-070-006	092-070-035	092-070-064
092-060-063	092-070-007	092-070-036	092-070-065
092-060-064	092-070-008	092-070-037	092-070-066
092-060-065	092-070-009	092-070-038	092-070-067
092-060-066	092-070-010	092-070-039	092-070-068
092-060-067	092-070-011	092-070-040	092-070-069
092-060-068	092-070-012	092-070-041	092-070-070
092-060-069	092-070-013	092-070-042	092-070-071
092-060-070	092-070-014	092-070-043	092-070-072
092-060-071	092-070-015	092-070-044	092-070-073
092-060-072	092-070-016	092-070-045	092-070-074
092-060-073	092-070-017	092-070-046	092-070-075
092-060-074	092-070-018	092-070-047	092-070-076
092-060-075	092-070-019	092-070-048	092-080-001
092-060-076	092-070-020	092-070-049	092-080-002
092-060-077	092-070-021	092-070-050	092-080-003
092-060-078	092-070-022	092-070-051	092-080-004
092-060-079	092-070-023	092-070-052	092-080-005
092-060-080	092-070-024	092-070-053	092-080-006
092-060-081	092-070-025	092-070-054	092-080-007
092-060-082	092-070-026	092-070-055	092-080-008
092-060-083	092-070-027	092-070-056	092-080-009
092-060-084	092-070-028	092-070-057	092-080-010

092-080-011	092-080-040	092-080-069	093-460-012
092-080-012	092-080-041	092-080-070	094-080-002
092-080-013	092-080-042	092-080-071	094-080-011
092-080-014	092-080-043	092-080-072	094-080-014
092-080-015	092-080-044	092-080-073	094-080-031
092-080-016	092-080-045	092-080-074	094-080-037
092-080-017	092-080-046	092-080-075	094-090-001
092-080-018	092-080-047	092-080-076	094-302-046
092-080-019	092-080-048	092-080-077	095-150-032
092-080-020	092-080-049	092-080-078	095-160-001
092-080-021	092-080-050	092-080-079	095-160-002
092-080-022	092-080-051	092-080-080	095-242-090
092-080-023	092-080-052	092-080-081	095-460-001
092-080-024	092-080-053	092-080-082	095-460-002
092-080-025	092-080-054	092-080-083	095-460-003
092-080-026	092-080-055	092-080-084	095-460-004
092-080-027	092-080-056	092-080-085	095-460-005
092-080-028	092-080-057	092-080-086	095-460-006
092-080-029	092-080-058	092-080-087	095-460-007
092-080-030	092-080-059	092-080-088	095-460-008
092-080-031	092-080-060	092-080-089	095-460-009
092-080-032	092-080-061	092-080-090	095-460-010
092-080-033	092-080-062	093-130-027	095-460-011
092-080-034	092-080-063	093-130-038	095-460-012
092-080-035	092-080-064	093-130-046	095-460-013
092-080-036	092-080-065	093-130-049	095-460-014
092-080-037	092-080-066	093-320-069	095-460-015
092-080-038	092-080-067	093-340-038	095-460-016
092-080-039	092-080-068	093-340-039	095-460-017

095-460-018

095-460-019

095-460-020

095-460-021

095-460-022

095-460-023

095-460-024

095-460-025

095-460-026

095-460-027

095-460-028

096-100-015

096-100-031

096-100-032

096-100-033

096-100-034



**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 by Minute Order of Updated City Council Member Committee Types for 2021

MEETING DATE:

EXECUTIVE SUMMARY

In accordance with the City of Pittsburg "Policy and Procedure for City Council" adopted by the City Council on September 4, 2001 by Resolution No. 01-9475, the Mayor and Vice-Mayor shall appoint individual Council Members to standing and ad hoc committees and such appointments shall be approved by the entire City Council at its first meeting following reorganization. The list was approved at the December 21, 2020 Council meeting. Staff subsequently reviewed the designation of each committee, whether standing or ad hoc, and recommends revising the designation for three committees.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Adopt by Minute Order the updated City Council Committee Types - 2021 attached as Exhibit A.

BACKGROUND

California Government Code Section 36813 authorizes a City Council to establish rules and policies for the conduct of its proceedings. On September 4, 2001, the City Council adopted Resolution No. 01-9475 providing for rules and procedures for the conduct of Council business. The City maintains a list of City Council committees and designates each as either standing or ad hoc.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

In accordance with the rules and procedures, the Mayor and Vice-Mayor shall appoint individual Council Members to standing and ad hoc committees. Prior to the appointments, individual Council Members may submit preferences for committee assignments. The list of appointments is then presented to the City Council for consideration at the first meeting following the annual reorganization.

Mayor Craft and Vice-Mayor White submitted the proposed assignments set forth in Exhibit A for Council consideration and adoption of the committee assignments for 2021 on December 21, 2021.

Staff has reviewed the list of committees and recommends that three be designated as standing committees rather than ad hoc, given they are longstanding with continuing subject matter jurisdiction rather than short-term for a specified task. The attached redlined list identifies committees that staff recommend be designated as Standing Committees, as well as updating meeting times, staff assigned to several subcommittees, and removal of the Successor Agency Subcommittee as it has no purpose any longer.

ATTACHMENTS: Exhibit A - City Council Committees - 2021

Report Prepared By: Alice E. Evenson, City Clerk

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

Updated ~~February 1, 2021~~ March 1, 2021

<u>OUTSIDE AGENCY BOARDS</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
ABAG	Merl Craft / Holland White Alternate	Standing	Annual	G. Evans
Delta Diablo**	Juan Banales / Shanelle Scales-Preston Alt.	Standing	2 nd Wednesday	R. Abono
East Co. Co. County Habitat Conservancy	Juan Banales / Jelani Killings Alternate	Standing	Monthly	~~K. Pollet~~ <u>Planning</u>
East County Water Management	Juan Banales / Jelani Killings Alternate	Standing	Annual	R. Abono
MCE Clean Energy Board	Shanelle Scales-Preston / Holland White Alt.	Standing	4 Per Year	D. Buchanan
TRANSPLAN / ECCRFFA	Holland White / Juan Banales Alternate	Standing	2 nd Thursday	J. Hecht
Tri-Delta Transit (2 reps)***	S. Scales-Preston & Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	J. Hecht
<u>LIAISON TO</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
East Bay League of Calif. Cities	Shanelle Scales-Preston / Merl Craft Alt.	Standing	3 rd Thursday	*Rotational
Mayor's Conference	Merl Craft / Holland White Alt.	Standing	1 st Thursday	G. Evans
School Districts Committee (2x2)	Merl Craft & Holland White / Shanelle Scales-Preston Alt.	Standing	~~4th~~ <u>2nd</u> Thursday even months	G. Evans
<u>SUBCOMMITTEES</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
CAC CDBG Subcommittee	S. Scales-Preston & Jelani Killings / Holland White Alt.	Standing	As needed	M. Aliotti
City Council Policy and Procedures Review	Juan Banales & Merl Craft	Ad Hoc	As needed	G. Evans
City Infrastructure and Transportation	Holland White & Juan Banales / S. Scales-Preston Alt.	Standing	Ad needed	G. Evans
Community Services Subcommittee	Merl Craft & Shanelle Scales-Preston / Juan Banales Alt.	Standing	As needed	~~G. Evans~~ <u>M. Aliotti</u>
Constituent Management Services	S. Scales-Preston & Juan Banales / Holland White Alt.	Ad Hoc	As needed	G. Evans
Government Performance Subcommittee	Holland White & Juan Banales	Ad Hoc	As needed	G. Evans
Hills Committee	Juan Banales & Jelani Killings / Merl Craft Alt.	Ad Hoc	As needed	G. Evans
Pittsburg Recognition Committee	Merl Craft / Juan Banales Alt.	~~Ad Hoc~~ <u>Standing</u>	As needed	J. Hecht
Economic Develop/Waterfront Subcommittee	Jelani Killings & Holland White / Juan Banales Alt.	Standing	~~Quarterly~~ <u>As needed</u>	J. Davis
Finance Subcommittee	Juan Banales & Holland White / Jelani Killings Alt.	Standing	As needed	FINANCE
Land Use Subcommittee	Juan Banales & Holland White / Merl Craft Alt.	~~Ad Hoc~~ <u>Standing</u>	As needed	~~K. Pollet~~ <u>J. Hecht</u>
Pittsburg Arts & Community Foundation	Merl Craft & S. Scales-Preston / Jelani Killings Alt.	Standing	As needed	G. Evans
Pittsburg Police Activities League (PAL)	S. Scales-Preston & Holland White / Juan Banales Alt.	Standing	Monthly	B. Addington
Power Company Advisory	S. Scales-Preston & Holland White / Juan Banales Alt.	Standing	As needed	D. Buchanan
Public Safety Subcommittee	Holland White & Shanelle Scales-Preston	Standing	As needed	B. Addington
Sister City Committee	Jelani Killings & Merl Craft / Holland White Alt.	~~Ad Hoc~~ <u>Standing</u>	Simonton	As needed K.
~~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 \$209 per month

***Stipend of \$100 per month

**CITY OF PITTSBURG
CITY COUNCIL SPECIAL MEETING MINUTES**

DATE: February 22, 2021

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

CITY COUNCIL.AGENCY MEMBERS

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

APPOINTED OFFICIALS

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

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the Special Meeting of the City Council for February 22, 2021 was conducted electronically for Closed Session and through Zoom with broadcasting live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber was not open for the meeting. Council Members participated electronically or through Zoom and were not physically present in the Council Chamber.

Mayor Craft called the meeting of the City Council to order at 6:05 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PUBLIC COMMENTS

There were no public comments for items not on the agenda.

PUBLIC HEARING

1. Adoption of Three City Council Resolutions to: 1) Certify a Final EIR and Approve CEQA Findings, 2) Approve General Plan Amendments, and 3) Initiate Annexation, and

Introduction and Waive First Reading of Two City Council Ordinances Amending
Prezoning Designations, Including Approval of a Master Plan, and Approving a
Development Agreement for the Faria/Southwest Hills Annexation Project, AP-10-717 (GP,
RZ, DA, ANNEX)

Mayor Craft opened the Public Hearing.

Comments were received from:

Zoe Siegel, Greenbelt Alliance
Juan Pablo Galvan, Save Mt. Diablo
William Goodwin
Pete Longmire
Winter King, Save Mt. Diablo
Mark Linde
Nick Goodwin
Colin Coffey, East Bay Regional Park District
Kevin Van Buskirk
Eric Rouse
Manishu Rattu
Vondell Lawson
Ja'Da Hodges
Erica Kelley
Patty Smart
Vicky Cardinale
Derek Cole
Marielena Benavides
Chris Moreno
Jen Borcic
Karina Valencia
Mr. and Mrs. Solis
Bruce Ohlson

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

Mayor Craft and Member Banales asked that the development agreement include an obligation on the part of the developer to ensure that there is trail access so long as it is made available or accommodated by the East Bay Regional Park District. City Attorney Mooney stated she would work on this inclusion.

On Motion by Member Killings, seconded by Member Banales to adopt the Resolutions to Certify a Final EIR and Approve CEQA Findings, approve General Plan Amendments, and Initiate Annexation and carried unanimously.

On Motion by Member Killings, seconded by Member Banales to introduce and waive first reading of an Ordinance amending Prezoning Designations, Including Approval of a Master Plan, and introduce and waive first reading of an Ordinance approving a Development Agreement for the Faria/Southwest Hills Annexation Project and carried unanimously.

ADJOURNMENT

The City Council adjourned at 9:18 P.M. to March 1, 2021.

Respectfully submitted,

Alice E. Evenson, City Clerk

**CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES**

DATE: March 1, 2021

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

CITY COUNCIL.AGENCY MEMBERS

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

APPOINTED OFFICIALS

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

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

Mayor Craft called the meeting of the City Council to order at 7:02 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 5:00 P.M. for Closed Session for the following items:

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Pursuant to Section 54957):

City Manager
2. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

Agency designated representatives: Stacy Shell

Unrepresented employee: City Attorney and City Manager

There was no reportable action taken in Closed Session.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PROCLAMATIONS

Red Cross Month

World Down Syndrome Day

Cesar Chavez Day

Rosie The Riveter

CITY MANAGER REPORTS/REMARKS

City Manager Evans gave an update on the COVID-19 health order for the City of Pittsburg.

PUBLIC COMMENTS

Comments were received from:

LaJoyce Terrell

COMMITTEE REPORTS

Member Killings attended the Economic Development subcommittee meeting.

Mayor Craft and Member Scales-Preston attended the Community Services subcommittee meeting.

PUBLIC HEARING

4. Adoption of a City Council Resolution Adopting a Negative Declaration and Approving a General Plan Map Amendment, and Introduction and Waive First Reading of an Ordinance Approving a Zoning Map Amendment for an Approximately Three-Acre Site Located Along Frontage Road, AP-20-1544 (GP, RZ).

Mayor Craft opened the Public Hearing.

There was one commenter in the queue was unable to log in and connect.

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

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

CONSIDERATION

5. Adoption of a City Council Resolution Authorizing an Application to the Statewide Park Development and Community Revitalization Program Grant Funds for the City Park Renovation Project

On Motion by Member Killings, seconded by Vice Mayor White to adopt and carried unanimously.

6. By Minute Order, Select Commission Appointments to Vacancies on the Planning Commission and Community Advisory Commission

On Motion by Mayor Craft, seconded by Member Banales to appoint Elissa Robinson to the Planning Commission and carried unanimously.

On Motion by Vice Mayor White, seconded by Member Scales Preston to appoint Heliodoro Moreno to the Planning Commission and carried unanimously.

On Motion by Member Scales-Preston, seconded by Vice Mayor White to appoint Henry Perkins to the Planning Commission and carried unanimously.

On Motion by Member Banales, seconded by Vice Mayor White to appoint Christopher Moreno to the Planning Commission and carried unanimously.

A Motion by Member Killings to appoint Wolfgang Croskey to the Planning Commission failed for lack of a second.

On Motion by Member Killings, seconded by Member Banales to appoint Ivelina Popova to the Planning Commission and carried unanimously.

On Motion by Vice Mayor White, seconded by Member Scales-Preston to appoint Dennisha Marsh to the Community Advisory Commission and carried unanimously.

On Motion by Member Scales-Preston, seconded by Vice Mayor White to appoint Veronica Pope to the Community Advisory Commission and carried unanimously.

On Motion by Member Killings, seconded by Member Scales-Preston to appoint Lara Clark to the Community Advisory Commission and carried unanimously.

On Motion by Member Killings, seconded by Member Scales-Preston to appoint Donna Smith to the Community Advisory Commission and carried unanimously.

COMBINED CITY COUNCIL AND PITTSBURG POWER COMPANY CONSIDERATION

7. Adoption of City Council and Pittsburg Power Company Resolutions Amending the Fiscal Year 2020-21 Budget based on Year-End Revenue and Expenditure Projections

On Motion by Vice Mayor White, seconded by Member Banales to adopt and carried unanimously.

CONFLICT OF INTEREST STATEMENT

There were no conflicts of interest stated.

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

City Manager Evans noted that of the two resolutions on the agenda for Item 12, only the consulting services agreement was to be considered. The second resolution pertaining to a lease agreement would be brought forward at a later date.

Vice Mayor White asked that Item 11 be pulled for a separate vote.

On Motion by Vice Mayor/Chair White, seconded by Member Scales-Preston to approve the Consent Calendar without Item 11 and to include only the one resolution noted above for Item 12, to adopt and carried unanimously.

8. Minutes of February 16, 2021

9. Adoption of a Pittsburg Power Company Resolution to Amend an Existing Contract with Gas Transmission System, Inc. for General Engineering Support Services

10. Adoption of a Pittsburg Power Company Resolution Approving the Renewal of the Western Area Power Administration Sierra Nevada Region Contract for Electric Service Base Resource

12. Adoption of a City Council Resolution Authorizing Execution of a Lease Agreement and a Consulting Services Agreement for Wireless Services between the City of Pittsburg and Black Diamond Data Inc.

Item 11 was considered separately.

11. Adoption of an Ordinance Establishing a Limited Overlay District and Overlay Plan for a 1.03-Acre Site Located at 1416 Bobo Court, AP-19-1454

On Motion by Member Banales, seconded by Mayor/Chair Craft to adopt and carried by the following vote:

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

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

Member Scales-Preston attended the Black History Month movie event at City Hall. She thanked staff for all their hard work putting this together.

Mayor Craft asked for prayers for Ms. Curlie B. Jackson.

ADJOURNMENT

The City Council adjourned at 8:40 P.M. to March 15, 2021.

Respectfully submitted,

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

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

MEETING DATE: March 15, 2021

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 the City 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 reviewed by a subcommittee.

STAFF ANALYSIS

The changes to master pay schedule reflect changes approved by City Council on December 21, 2020 to amend the salary ranges of the Water Plant Superintendent due to salary compaction and on February 1, 2021 when the seasonal salary schedule was updated due to the minimum wage. Lastly, the Director of Economic Development classification was reactivated and added to the salary schedule.

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:

A Resolution Amending Previously Adopted)
Employee Pay and Listing All Employee) RESOLUTION NO. 21-
Compensation on a Publicly Available)
Master Schedule)

The Pittsburg City Council FINDS AND DETERMINES 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 DOES RESOLVE 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 Pittsburgh at a regular meeting on the 15th day of March 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, 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 Clerk	820	07/20/20	7,809	8,199	8,609	9,039	9,491			9,541	MPC
Assistant City Engineer	920	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC
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 Engineer	510	07/01/18	6,494	6,819	7,160	7,518	7,894			8,339	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 Engineer	780	07/01/18	7,519	7,895	8,290	8,705	9,140			9,647	MPC
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	02/05/20					20,962			20,962	Contract
City Treasurer							470			470	Elected Official
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
Deputy City Manager	950	07/14/19	14,744				18,815			18,815	Sr. Exec Team
Development Manager	890	07/01/18	10,272	10,786	11,325	11,891	12,486			12,536	MPC
Director of Community Development	940	07/14/19	12,608				15,936			15,936	Sr. Exec Team

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 Services	940	07/14/19	12,608				15,936			15,936	Sr. Exec Team
Director of Economic Development	935	01/01/21	11,455				13,923			13,923	Mgmt Group
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 Program Analyst I	390	07/20/20	5,826	6,117	6,423	6,744	7,081			7,131	MPC
Housing Program Analyst II	700	07/20/20	6,746	7,083	7,437	7,809	8,199			8,249	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
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
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

CLASSIFICATION	RANGE	EFFECTIVE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	*Max/w all incentives	UNIT
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 Housing Program Analyst	820	07/20/20	7,809	8,199	8,609	9,039	9,491			9,541	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		11/29/20	7,213	7,574	7,953	8,351	8,769			9,207	IBEW
Utility Maintenance Worker (Electric/Gas)		11/29/20	5,496	5,771	6,060	6,363	6,681			7,015	IBEW
Utility Supervisor	810	07/01/18	8,755	9,193	9,653	10,136	10,643			10,693	MPC
Utility Technician - (Electric/Gas)		11/29/20	9,168	9,626	10,107	10,612	11,143			11,700	IBEW
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	12/21/20	10,177	10,686	11,220	11,781	12,370			12,820	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

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			Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H/ I	Step J/K
Expert Consultant	0910	03/16/15	30.00				100.00				
High School Intern	0550	01/01/21					14.00				
Intern (college-level)	0510	01/01/20	14.50		16.00		17.50		19.00		
Maintenance Aide	0530	01/01/21	14.00	14.48	15.25	16.06	16.92	17.82	18.76	19.76(H) / 20.81(I)	21.92 (J) 22.69 (K)
Maintenance Helper	0520	01/01/21					14.00				
Police Officer Trainee	6009	07/14/19	29.10	20% less than Police Officer Step A							
Recreation Leader I	0550	01/01/21					14.00				
Recreation Leader II	0560	01/01/21	14.50	15.00	15.50	16.00	16.50	17.00			
Recreation Leader III	0570	01/01/21	15.00	15.50	16.00	16.50	17.00	17.50	18.00	18.50 (H) / 19.00 (I)	19.50 (J) /20.00 (K)

HOURLY / SEASONAL CLASSIFICATIONS ARE NOT ELIGIBLE FOR INCENTIVES



**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 Establish the 2021/2022 Annual Stormwater Utility Area Fee

MEETING DATE: March 15, 2021

EXECUTIVE SUMMARY

Each year, the City Council establishes the amount of the Stormwater Utility Area fee paid by property owners to support drainage maintenance and other activities required by the federal Clean Water Act and the City's Joint Municipal permit for the National Pollutant Discharge Elimination System (NPDES) program. Staff recommends no change be made to the current fee, which is \$30.00 per Equivalent Runoff Unit (ERU). No increase is proposed.

FISCAL IMPACT

Under the current program guidelines, annual assessments are determined by issuing an "Equivalent Runoff Unit (ERU) multiplier" depending on what "ERU Group" a specific land use falls under. For example, a single family home on a parcel between 5,000 to 20,000 sq. ft. (ERU Group "A") = 1.0 ERU. That results in the homeowner paying \$30.00 annually on their property tax. For most commercial parcels, including supermarkets, restaurants, car dealerships, etc. (ERU Group "J") = 12 ERU/acre. Maintaining the SUA fee at \$30.00 per ERU will allow the City to collect the maximum amount of NPDES funds to run the NPDES program as required. This rate allows the City to meet ongoing permit costs for fiscal year 2021/2022. The annual revenue to be generated from this assessment is projected to be \$1.2 million.

RECOMMENDATION

City Council adopt the attached resolution establishing a Stormwater Utility Area fee rate of \$30.00 per ERU for fiscal year 2021/2022 and request the Contra Costa County Flood Control and Water Conservation District to adopt an annual parcel assessment based on that rate to cover the City's costs associated with its NPDES activities

BACKGROUND

In 1987, the federal government began requiring NPDES permits for all non-point source discharges of stormwater runoff entering waters of the state. Permit compliance responsibilities are vested with the State Water Quality Control Board (SWQCB).

In 1993, the City joined with the Contra Costa County Flood Control and Water Conservation District, Contra Costa County, and 18 other cities to create the Contra Costa Clean Water Program (County Program) to effectively respond to federal and state requirements regulating local discharges of stormwater into the San Joaquin / Sacramento River Delta and other waters of the state.

As a member of the County Program, the City is required to fund its pro-rata share of County Program costs for regional activities as well as the City's work to comply locally. In 1993, the City Council adopted Resolution 93-7913, authorizing the County Board of Supervisors to hold a public hearing and adopt Ordinance No. 93-47 to establish the Stormwater Utility Assessment Drainage Fee to help finance administrative and program activities necessary to comply with the NPDES Permit.

At that time, \$30.00 was established as the maximum ERU rate for the City of Pittsburg. The City established the initial ERU rate at \$24.00. In 2005, the City Council approved Resolution 05-10273, to increase the rate to \$30.00 for fiscal year 2005/2006, to cover program costs and has re-established the fee each year.

The Contra Costa County Flood Control and Water Conservation District assesses the fee on developed parcels within the City.

SUBCOMMITTEE FINDINGS

This item was not presented at a subcommittee.

STAFF ANALYSIS

Maintaining the ERU at the maximum \$30.00 is necessary for the City to continue the activities required to comply with its NPDES permit. The current permit was adopted on November 19, 2015 and became effective January 1, 2016. This permit has a five-year term, which requires increased efforts to meet benchmark reductions for pollutants such as trash, PCBs, and mercury.

NPDES revenues pay for staff and materials for maintenance of the City's drainage infrastructure and creek channels, stream bank erosion control, and inspection and monitoring programs to eliminate illicit discharges and illegal connections to the storm drain system.

ATTACHMENTS: Resolution

Report Prepared By: Jolan Longway
Clean Water Program Coordinator

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Establishment of the FY 2021/2022)
Annual Stormwater Utility Area Fee)

RESOLUTION NO. 21-

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, under federal Water Pollution Control Act (Clean Water Act), prescribed discharges of stormwater require a permit from the appropriate California Regional Water Quality Control Board under the National Pollutant Discharge Elimination System (NPDES) program; and

WHEREAS, the City) has an NPDES permit that requires the implementation of selected Best Management Practices to minimize or eliminate pollutants from entering stormwaters; and

WHEREAS, it is the intent of the City to utilize funds received from its Stormwater Utility Area (SUA) fee for implementation of the NPDES program and drainage maintenance activities; and

WHEREAS, at the request of the City, the Contra Costa County Flood Control & Water Conservation District (District) has completed the process for formation of an SUA fee, including the adoption of the Stormwater Utility Assessment Drainage Ordinance No. 93-47; and

WHEREAS, the SUA fee and Program Group Costs Payment agreement between City and District requires that the City annually, by May 1, determine the rate to be assessed to a single Equivalent Runoff Unit (ERU) for the forthcoming fiscal year.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby assigns a single Equivalent Runoff Unit (ERU) rate for FY 2021/2022 at \$30.00, and the City Council hereby requests the District to adopt the SUA fee levies based on said amount.

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

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Merl Craft, Mayor

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving a Lease Agreement between the City of Pittsburg and Pittsburg Community Theater

MEETING DATE: March 15, 2021

EXECUTIVE SUMMARY

The City of Pittsburg is the owner of real property located at 2225 W. Leland Road known as Assessor Parcel Number 094-080-014 (Property). The City proposes to lease the maintenance building located on a portion of the Property (Premises) to the Pittsburg Community Theater (Tenant) and Tenant proposes to lease Premises from the City.

FISCAL IMPACT

The term of the lease will be for one year with an option to extend annually subject to the City's sole discretion. Tenant will pay Five Hundred Dollars (\$500) for rent per month, beginning July 1, 2021 and One Hundred Fifty Dollars (\$150) for utility costs per month beginning on April 1, 2021. The total monthly revenue of Six Hundred Fifty Dollars (\$650) will be payable to the City and will be deposited into project account 5304.

RECOMMENDATION

Staff recommends the adoption of the attached Resolution approving the lease agreement between the City and the Tenant.

BACKGROUND

The Tenant is a local theater organization that produces theatrical shows for the Pittsburg community. Tenant has been building and storing props and costumes at 495 E. 3rd Street since 2004 but is now seeking an alternate location.

SUBCOMMITTEE FINDINGS

The proposed lease agreement was not discussed with a subcommittee.

STAFF ANALYSIS

The Premises is currently vacant and located at the former Delta View Golf Course (DVGC). Since DVGC's closure, the Premises and Property have been unlawfully accessed by unauthorized persons. To limit or perhaps even eliminate unlawful access and activity, the City and Tenant propose to enter into a lease agreement, subject to the terms and conditions of the lease agreement. The lease agreement will commence on April 1, 2021 and will expire on March 31, 2022. The option to extend the term may be exercised upon written agreement by both parties. The City Manager will have authority to extend the term.

The Tenant may use the Premises to build sets and store props and costumes and for no other purposes without the prior written consent of the City. All sets, props, costumes, and materials used by Tenant must be stored inside the Premises when Tenant leaves the Property for the day. In no event shall any sets, props, costumes or materials be left unattended on the Property or outside of the Premises. The care taker's facility on the Property, parking lot and park adjacent to the Property are not included in the lease.

The Tenant shall clean the Premises prior to occupancy, install an alarm system within the first month of the commencement date and pay the monthly monitoring fee and associated costs to defer the collection of rent until July 1, 2021. At the Tenant's sole cost and expense throughout the term, the Tenant shall operate, maintain and manage the Premises in good order and repair and in neat, clean sanitary and safe condition.

Adoption of the attached Resolution will authorize the City Manager to execute the necessary documents to finalize the lease.

ATTACHMENTS: City Resolution
 Lease Agreement

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)
Approving a Lease Agreement between)
The City of Pittsburgh and Pittsburgh)
Community Theater)

RESOLUTION NO. 21-

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, the City of Pittsburgh is the owner of real property located at 2225 W. Leland Road known as Assessor Parcel Number 094-080-014 (Property); and

WHEREAS, in order to minimize illegal unlawful activity at the Property, the City proposes to lease the maintenance building on a portion of the Property (Premises) to the Pittsburgh Community Theater (Tenant) and Tenant proposes to lease the Premises from the City; and

WHEREAS, the lease agreement will commence on April 1, 2021 and will expire on March 31, 2022; and

WHEREAS, the option to extend the term may be exercised upon written agreement by both parties; and

WHEREAS, the Tenant may use the Premises to build sets and store props and costumes and for no other purposes without the prior written consent of the City; and

WHEREAS, the Tenant shall clean the Premises prior to occupancy, install an alarm system within the first month of the commencement date, and pay the monthly monitoring fee and associate cost to defer the collection of rent until July 1, 2021; and

WHEREAS, at the Tenant's sole cost and expense throughout the term, the Tenant shall operate, maintain and manage the Premises in good order and repair and in neat, clean sanitary and safe condition.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1. All the recitals above are true and correct and incorporated herein.

Section 2. City Council hereby adopts this Resolution and approves the lease agreement between the City and the Tenant.

Section 3. Tenant will pay Five Hundred Dollars (\$500) for rent per month commencing July 1, 2021 and One Hundred Fifty Dollars (\$150) for utility costs per month beginning on April 1, 2021. The total monthly revenue of Six Hundred Fifty Dollars (\$650) will be payable to the City and will be deposited into project account 5304.

Section 4. Subject to the terms of the lease agreement, the City Manager is hereby authorized to extend the lease upon receiving, in writing, an agreement by both parties to exercise the lease extension terms.

Section 5. The City Manager is hereby authorized to take such further actions as may be necessary or appropriate to carry out the City's obligations pursuant to this Resolution.

Section 6. The City Clerk shall certify to the adoption of this Resolution.

Section 7. 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 15th day of March 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

LEASE AGREEMENT
By and Between
THE CITY OF PITTSBURG
and
PITTSBURG COMMUNITY THEATER

This LEASE AGREEMENT (this “**Lease**” or this “**Agreement**”), dated as of April 1, 2021 (the “**Effective Date**”), is entered into by and between the City of Pittsburg, a municipal corporation (hereafter the “**City**” or the “**Landlord**”) and the Pittsburg Community Theater, a California 501(c)(3) corporation (the “**Tenant**”). Landlord and Tenant are hereafter collectively referred to as the “**Parties**”.

RECITALS

A. The City is the owner of fee title to real property located at 2225 W. Leland Road in Pittsburg, CA known as Assessor Parcel Number 094-080-014, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”).

B The City desires to lease to the Tenant the maintenance building that is located on a portion of the Property (the “**Premises**”), and Tenant desires to lease the Premises from the City for the purpose of building sets and storing props and costumes (the “**Permitted Uses**”), subject to the terms and conditions of this Lease.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows.

ARTICLE I
DEFINITIONS; DEMISE OF PROPERTY

1.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth in this Section. Additional definitions are set forth in the Recitals and the text of this Agreement.

- (i) “**Applicable Laws**” is defined in Section 4.7.
- (ii) “**Commencement Date**” is defined in Section 2.1.
- (iii) “**Default Rate**” is defined in Article VIII.
- (iv) “**Expiration Date**” is defined in Section 2.1.
- (v) “**Force Majeure**” is defined in Section 12.1.

- (vi) “**Hazardous Materials**” is defined in Section 5.5.1.
- (vii) “**Hazardous Materials Claims**” is defined in Section 5.2(c).
- (viii) “**Hazardous Materials Laws**” is defined in Section 5.5.2.
- (ix) “**Indemnitees**” is defined in Section 4.8.
- (x) “**Late Fee**” is defined in Section 2.2.
- (xi) “**Lease Termination**” is defined in Section 2.1.
- (xii) “**Property**” is defined in Recital A.
- (xiii) “**Remedial Work**” is defined in Section 5.2(e).
- (xiv) “**Rent**” is defined in Section 2.2.
- (xv) “**Term**” is defined in Section 2.1.

1.2 Incorporation of Recitals The Parties acknowledge the truth of the Recitals set forth above, and all such Recitals are hereby incorporated into this Agreement.

1.3 Creation of Lease. City hereby leases to Tenant, and Tenant hereby leases from City, the Premises for the Term subject to the terms and conditions and for the purposes set forth in this Agreement.

ARTICLE II

TERM OF LEASE; RENT; SECURITY DEPOSIT

2.1 Term. The term of this Agreement (the “**Term**”) shall commence on April 1, 2021 (the “**Commencement Date**”). Unless terminated earlier or extended pursuant to the provisions hereof, this Agreement shall expire on March 31, 2022 (the “**Expiration Date**”). The expiration of the Term or the sooner termination of this Agreement is referred to herein as the “**Lease Termination**.”

2.1.1 Option to Extend. The Tenant has the option to extend the Term of this Lease annually for a one-year period upon ninety (90) days notice to the City. The City has the sole discretion to approve or disapprove the extension of the Term. In the event the City disapproves the extension of the Term, the City must notify Tenant within sixty (60) days of the Lease Termination.

2.2 Rent. Commencing July 1, 2021 (three months after the Commencement Date), Tenant shall pay to Landlord as rent for the Premises, the sum of Five Hundred Dollars (\$500) per month (the “**Rent**”).

Rent is due and payable on the first day of each month to the City at the address shown in Section 12.5.2 or such other place as the City may designate in writing. In the event the Tenant fails to pay Rent by the close of business on the fifth day of each month or the Tenant's check is returned by the financial institution which it is drawn for insufficient funds, the Tenant shall pay the City 10% of such overdue Rent ("**Late Fee**"). City and Tenant agree that such Late Fee represents a fair and reasonable estimate of the cost the City shall incur by reason of the late payment by the Tenant. Acceptance of such Late Fee by the City shall in no event constitute a waiver of the Tenant's default with respect to such overdue amount, nor prevent the City from exercising any of the other rights and remedies granted hereunder.

2.3 Additional Rent. As additional rent (the "**Additional Rent**"), the Tenant shall pay and discharge when due, all insurance premiums; applicable taxes that include but are not limited to real property taxes, possessory interest, rent taxes, gross receipt taxes; and all other liabilities and obligations which the Tenant assumes or agrees to pay or undertake pursuant to this Lease.

2.4 Utilities. The Tenant acknowledges that the Premises is not served by its own electric, gas, and water meters. City shall charge Tenant a flat amount of One Hundred Dollars (\$100) commencing on April 1, 2021 for electricity and gas usage and Fifty Dollars (\$50) for water usage (collectively, the "**Utility Costs**"). Tenant will coordinate and pay for its own trash and recycling service.

2.5 Security Deposit. Tenant shall pay the City a security deposit in the amount of Five Hundred Dollars (\$500) (the "**Security Deposit**"). The Security Deposit shall be paid upon the execution of this Lease. Provided that the Tenant is not in default under this Lease, the City shall return the Security Deposit to Tenant upon the termination of this Lease. The City has no obligation to pay or earn interest on the Security Deposit.

2.6 Use of Security Deposit. If the Tenant is in default with respect to any provision of this Lease, the City may, but has no obligation to, use the Security Deposit or any portion thereof to cure such default or to compensate the City for any damage or reasonable expense sustained by the City resulting from such default, but only after providing Tenant with an opportunity to cure such default. The City shall provide the Tenant with evidence of damage incurred as a result of a default by Tenant. If this Lease has not been terminated as a result of such default, the Tenant, on demand from the City, shall promptly restore the Security Deposit to the full amount pursuant to Section 2.5.

ARTICLE III ALTERATIONS AND NEW CONSTRUCTION

During the Term of this Agreement, the Tenant shall not make any permanent change, alteration or addition to the Premises (collectively, the "**Improvements**") without the prior written consent of the City.

ARTICLE IV
MANAGEMENT, USE AND OPERATION OF THE PROPERTY

4.1 Permitted Uses. The Tenant may use the Premises to build sets and store props and costumes and for no other purposes without the prior written consent of the City. The Tenant shall not use or permit the Premises or Property to be used for any purpose other than the Permitted Uses pursuant to this Agreement or with the City's written consent. Tenant shall continuously use the Premises for the uses specified in this Section. Tenant shall ensure all sets, props, costumes, or materials used by Tenant must be stored inside the Premises when Tenant leaves the Premises for the day. In no event shall any sets, props, costumes or materials be left unattended on the Property or outside of the Premises. The care taker's facility on the Property, parking lot and park adjacent to the Property are not included in the Lease.

4.2 Nondiscrimination. The Tenant herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the Tenant himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

4.3 Not Used.

4.4 Maintenance and Inspection of the Premises.

4.4.1 Maintenance. At the Tenant's sole cost and expense throughout the Term, the Tenant shall install an alarm system and pay for the monthly monitoring fee and associated cost, and operate, maintain and manage the Premises in good order and repair and in neat, clean sanitary and safe condition in compliance with all local, state and federal laws, statutes and regulations relating to the use, occupancy or operation of the Premises. The Tenant shall clean the Premises prior to occupancy, install the alarm system within the first month of the Commencement Date to defer the collection of Rent and Utility Costs and ensure that the Premises is served by adequate lighting in accordance with applicable building codes. The Tenant shall promptly, at the Tenant's own cost and expense, make all necessary repairs, by hiring qualified and licensed contractors to complete such repairs, including replacements or renewals when necessary, and all such repairs shall be at least equal in quality to the original work, reasonable wear and tear accepted. The Tenant shall keep and maintain all portions of the Premises in a reasonably clean and orderly condition, free of accumulation of rubbish,

graffiti and noxious weeds, and keep the Premises in condition not detrimental to the surrounding Property and free from hazards to the general public. The Tenant's failure to maintain the Premises in accordance with this Agreement shall, at the City's discretion, be grounds for termination of this Agreement pursuant to Article XI.

4.4.2 Inspection. At any time during the Term, upon reasonable advance notice and during normal business hours, the City may conduct inspections of the Premises to confirm that it is being properly maintained as required herein. Following its inspection, the City may deliver to the Tenant written notification of any portions of the Premises which the City has determined are not being properly maintained, and the Tenant shall promptly prepare and deliver to the City the Tenant's proposed plan for remedying the indicated deficiencies. The Tenant's failure to deliver a remedial plan and to complete remedial work within a reasonable time as determined by the City in its reasonable discretion shall be a default under this Agreement.

The failure of the City to inspect or to notify the Tenant of any deficiency shall not be a waiver of default or of the City's right to enforce the Tenant's maintenance and repair obligations. The Tenant shall defend (with counsel reasonably acceptable to the City), indemnify and hold the Indemnitees harmless from and against any and all claims arising out of the Tenant's failure to fully and timely fulfill its obligations to maintain and repair the Premises as required hereunder.

4.5 City's Right to Perform Tenant Obligations. If following notice and the expiration of any applicable cure period as set forth in the notice required by Section 11.2.1, the Tenant fails to perform its obligations to maintain the Premises in accordance with the standards set forth in this Agreement, the City shall have the right, but not the obligation, to perform such work upon delivery of written notice to the Tenant, and the Tenant shall reimburse the City for all expenditures the City incurs in connection with such work together with interest thereon at the Default Rate specified in Article VIII. The City's election to undertake such obligation shall not operate as a waiver of any other right or remedy the City may have pursuant to this Agreement.

4.6 City Not Obligated to Perform Repairs. Notwithstanding any contrary provision herein, the City shall not be obligated to make any repairs, alterations, additions, Improvements or betterments to the Premises during the term of this Agreement nor shall the City be obligated to maintain or operate the Premises.

4.7 Compliance with Laws. Tenant, at its sole cost and expense, shall comply with all applicable state and federal laws and regulations, including without limitation, all applicable state and federal labor laws and standards, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., California Government Code Section 4450, et seq., California Government Code Section 11135, et seq., and the Unruh Civil Rights Act, California Civil Code Section 51, et seq. Tenant shall comply with all City ordinances and regulations relating to noise, business hours, pertaining to the use, operation, and management of the Premises. (All of the foregoing state, federal and local

laws, regulations and ordinances are referred in this Lease as the “**Applicable Laws.**”) The Tenant shall not itself use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Premises which would result in a nuisance or a violation of law. The Tenant shall use its best efforts to not permit any permittees, licensees, guests or invitees to use the Premises for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the Premises which would result in a nuisance or a violation of law.

4.8 Tenant Right to Contest. The Tenant shall have the right to contest by appropriate proceedings, in the name of the Tenant, and without cost or expense to the City, the validity or application of any Applicable Law. If compliance with any Applicable Law may legally be delayed pending the prosecution of any such proceeding without the incurrence of any lien, charge or liability against the Premises or Tenant’s interest therein, and without subjecting the Tenant or the City to any liability, civil or criminal, for failure so to comply therewith, the Tenant may delay compliance therewith until the final determination of such proceeding. The Tenant shall indemnify, defend (with counsel approved by the City), protect and hold the City and its elected and appointed officers, officials, employees, agents, and representatives (collectively the “**Indemnitees**”) harmless from and against all claims arising in connection with any such contest brought by the Tenant. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

ARTICLE V

CONDITION OF THE PREMISES; ENVIRONMENTAL MATTERS

5.1 Condition of the Premises.

5.1.1 AS-IS Condition. The Tenant will lease the Premises in its “AS IS” condition as such condition exists as of the Commencement Date, without any warranties whatsoever regarding its condition except as specifically described in this Agreement, and with all faults and defects, if any, that may be located on, under, or around the Premises, whether known or unknown, suspected or unsuspected, actual or potential.

5.1.2 No Representations. The Tenant acknowledges that except as expressly set forth herein, the City makes no representations or warranties expressed or implied regarding the condition of the Premises or the fitness or suitability thereof for the Tenant’s purposes, including but not limited to, the condition of the soil, its geology, topography, the presence or absence of fill, the presence or absence of Hazardous Materials, drainage, flood zone designation, or compliance with Hazardous Materials Laws, and no patent or latent defect or deficiency in the condition of the Premises shall affect the rights of the Tenant or the City hereunder. The Tenant shall rely solely on its own independent investigation and judgment as to all matters relating to the Premises. The Tenant acknowledges and agrees that prior to the Effective Date it has made such investigations of the Premises, including without limitation such inquiries of governmental agencies, soils testing, tests and inspections as Tenant deemed necessary to determine the condition of the Premises, and has approved all such characteristics and conditions and

shall lease the Property in its condition as of the Effective Date "AS-IS" "WHERE-IS" AND WITH ALL FAULTS. The Tenant further acknowledges that the City has made available all data and information on the Premises available to the City, but without warranty or representation by the City as to the completeness, correctness or validity of such data and information, except as otherwise set forth in this Agreement.

5.2 Tenant's Covenants. The Tenant hereby covenants and agrees that throughout the Term:

(a) The Premises, and the use and operation thereof, shall be in compliance with all Hazardous Materials Laws, and the Tenant shall not cause or permit the Premises and the Property or any portion thereof to be in violation of any Hazardous Materials Laws.

(b) The Tenant shall not permit the Premises and the Property or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials nor shall the Tenant permit the presence or release of Hazardous Materials in, on, under, about or from the Premises with the exception of materials customarily used as part of the Permitted Uses provided such materials are used, stored and disposed of in compliance with Hazardous Materials Laws.

(c) Upon receiving knowledge of the same, the Tenant shall immediately advise the City in writing of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Tenant or the Premises pursuant to any applicable Hazardous Materials Laws; (ii) any and all complaints, claims, citations, demands, inquiries, reports, or notices made or threatened by any third party against the Tenant or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials; (iii) the presence or release of any Hazardous Materials in, on, under, about or from the Premises; or (iv) Tenant's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises classified as "Border Zone Property" under the provisions of California Health and Safety Code, former Sections 25220 *et seq.*, or any regulation adopted in connection therewith, that may in any way affect the Premises pursuant to any Hazardous Materials Laws or cause it or any part thereof to be designated as Border Zone Property. The matters set forth in the foregoing clauses (i) through (iv) are hereinafter referred to as "**Hazardous Materials Claims**." The City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claim, and to have its reasonable attorney's fees in connection therewith paid by the Tenant.

(d) Without the City's prior written consent, which shall not be unreasonably withheld, the Tenant shall not take any remedial action in response to the presence of any Hazardous Materials in, on, under, or about the Premises (other than in emergency situations or as required by governmental agencies having jurisdiction in which case the City agrees to provide its consent), nor enter into any settlement agreement, consent decree, or other compromise with respect to any Hazardous Materials Claim.

(e) All costs and expenses of any Remedial Work shall be paid by the Tenant, it being understood that the City shall incur no cost, expense or liability in connection with any Remedial Work. The City shall have the right, but no obligation, to join and participate in, as a party if it so elects at the City's cost, any legal proceedings or actions initiated in connection with any Hazardous Material Claims. For purposes of this Agreement, "**Remedial Work**" means all investigation, testing, analysis, monitoring, restoration, abatement, detoxification, containment, handling, treatment, removal, storage, decontamination, clean-up, transport, disposal or other ameliorative work or response action required by (i) any Hazardous Materials Laws, (ii) any order or request of any federal, state or local governmental agency, or (iii) any judgment, consent decree, settlement or compromise with respect to any and all enforcement, clean-up, removal, remedial or other governmental or regulatory actions or agreements or orders threatened, instituted, or completed pursuant to any Hazardous Materials Laws or any actions, proceedings or claims by such entities or third parties relating to or arising out of the breach of any Hazardous Materials Laws or the presence or release of any Hazardous Material in, on, under or from the Property and/or Premises.

5.3 Release of Claims. The Tenant hereby waives, releases and discharges forever the Indemnitees from all present and future claims the Tenant may have arising directly or indirectly from the presence or alleged presence of Hazardous Materials on, under, in or about the Premises; provided however, this release excludes and shall not apply to (i) any Hazardous Material that originates from any City- or City-owned property other than the Premises and which migrates onto the Premises after the Commencement Date, or (ii) any Hazardous Materials that are generated or caused by the Indemnitees' acts or omissions after the Commencement Date.

The Tenant is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

As such relates to this Section 5.3, the Tenant hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

Tenant Initials

5.4 Environmental Indemnity. The Tenant shall indemnify, defend (with counsel reasonably acceptable to the City) and hold the Indemnitees harmless from and against all claims arising during the Term and resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, transport, storage or disposal of any Hazardous Materials on, under, in or about, or the

transportation of any such Hazardous Materials to or from the Premises during the Term, (ii) the failure of the Tenant, the Tenant's employees, agents, contractors, subcontractors, licensees, permittees, or any person acting on behalf of any of the foregoing to comply with Hazardous Materials Laws, or (iii) the breach by the Tenant of any of its covenants contained in this Article V. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Premises or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws and shall include, without limitation, any claims arising in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work ordered by a court or required by any federal, state, or local governmental agency or political subdivision. This Section 5.4 shall survive the expiration or earlier termination of this Agreement.

5.5 Definitions.

5.5.1 Hazardous Materials. As used herein, "**Hazardous Materials**" means any substance, material, or waste which is or becomes regulated by any local, state or federal authority, agency or governmental body, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* (42 U.S.C. §6903); or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, *et seq.*, as the foregoing statutes and regulations now exist or may hereafter be amended.

5.5.2 Hazardous Materials Laws. As used herein "**Hazardous Materials Laws**" means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials, including without limitation, the laws, statutes and regulations cited in the preceding Section 5.5.1, as any of the foregoing may be amended from time to time.

ARTICLE VI INDEMNITY AND INSURANCE

6.1 Indemnity. The Tenant shall indemnify, defend (with counsel reasonably acceptable to the City) and hold the Indemnitees harmless from and against any and all claims arising during the Term and arising from or in connection with any of the following: (i) the operation or management of the Premises, (ii) any work or thing done on or in the Premises, (iii) any condition of any alteration or addition constructed by the Tenant on the Premises, (iv) any breach or default by the Tenant in the performance of any covenant or agreement to be performed by the Tenant pursuant to the terms of this Agreement, (v) any negligence of the Tenant, or any of its agents, contractors, subcontractors, employees, or licensees, (vi) any accident, injury or damage caused to any person occurring during the Term in or on the Premises, and (vii) the furnishing of labor or materials by the Tenant or its contractors, subcontractors, employees, or agents. In the event any such action or proceeding is brought against the City by reason of any such Claim, the Tenant, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. If an insurer under insurance required to be maintained by the Tenant hereunder shall undertake to defend the City under a reservation of rights with respect to ultimate coverage and the City shall reasonably deem it necessary to retain independent counsel with respect to such matter, the Tenant shall pay the reasonable fees of such counsel. The obligations of the Tenant under this Article VI shall not apply to any Claim or other matter to the extent such arises as a result of the sole negligence or willful misconduct of the Indemnitees. This Section shall survive the expiration or earlier termination of this Agreement.

6.2 Insurance Requirements. The Tenant shall procure, at its sole expense, and maintain in full force and effect during the Term, the following insurance naming the City as additional insured and/or loss payee:

a. Comprehensive General Liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the Tenant's use of the Property and the operation of a business thereon, with a policy limit of at least Two Million Dollars (\$2,000,000) per occurrence.

b. Tenant shall maintain property insurance covering all risks of loss including flood (if required) for 100% of the replacement value of the Premises, the Fixtures and any Improvements, naming the City as loss payee as its interests may appear.

c. Workers' compensation insurance that complies with the statutory requirements of the state of California.

d. Automobile liability insurance for owned, hired and non-owned vehicles, with a combined single limit of at least One Million Dollars (\$1,000,000).

If the Tenant undertakes the construction of any Improvements pursuant to Article III, the Tenant shall ensure that its general contractor carries liability, property damage, workers' compensation, and builder's risk insurance throughout construction of the Improvements, naming the Indemnitees as additional insureds and otherwise in compliance with all requirements set forth in this Section 6.2.

ARTICLE VII DAMAGE AND DESTRUCTION

7.1 Damage or Destruction. In the event of any damage to or destruction of the Premises during the Term, the City shall elect, by written notice delivered to Tenant within sixty (60) days following the date of the occurrence of the damage, to either remove the Premises or restore and rebuild the Premises as nearly as possible to the condition immediately prior to such damage or destruction, subject to any restrictions imposed by changes in any Applicable Law. If the City elects to restore the Premises, the City shall commence diligently and continuously to carry out such rebuilding to full completion as soon as possible and shall commence reconstruction of the Premises within the earlier of ninety (90) days following the date of occurrence of the damage or the date upon which insurance proceeds are made available for such work. Upon the occurrence of damage or destruction, all insurance proceeds paid in respect of such damage or destruction shall be applied to the payment of the costs of the restoration and rebuilding required to be performed by the City pursuant to this Agreement. If the City does not elect to restore the Premises and the City does not exercise its right to terminate this Agreement pursuant to Section 11.3 within 120 days following the date of the occurrence of the damage, then at the City's option, this Agreement shall terminate upon delivery of written notice to the Tenant. If the City elects to restore the Premises, the City shall confer with the Tenant regarding the design and plans for such restoration of the Premises.

7.2 Notice Required. In the event of material damage to or destruction of the Premises, or any part thereof, the Tenant shall promptly give the City notice of such occurrence and take all actions reasonably required to protect against hazards caused by such damage or destruction. For purposes of this Article VII, damage or destruction shall be deemed to be material if the estimated cost to repair equals or exceeds Ten Thousand Dollars (\$10,000).

ARTICLE VIII CITY'S RIGHT TO PERFORM TENANT'S COVENANTS

If the Tenant shall at any time fail to pay any charge payable by the Tenant to a third party as required by this Agreement, or to comply with the requirements set forth in Section 6.2 pertaining to insurance, or to make any other payment or perform any other act on its part to be made or performed hereunder within the time permitted by this Agreement, then the City, after thirty (30) days' written notice to the Tenant and without waiving or releasing the Tenant from any obligation of the Tenant hereunder, may (but shall not be required to): (i) pay such Imposition or other charge payable by the Tenant;

(ii) pay for and maintain the insurance policies required pursuant to this Agreement, or
(iii) make such other payment or perform such other act on the Tenant's part to be made or performed under this Agreement; and the City may enter upon the Premises for such purpose and take all such action thereon as may be reasonably necessary therefor.

All sums paid by the City and all costs and expenses incurred by the City in connection with any such payment or the performance of any such act (together with interest thereon at the Default Rate from the respective dates of the City's making of each such payment) shall constitute additional Rent payable by the Tenant under this Agreement and shall be paid by the Tenant to the City on demand. The "**Default Rate**" shall mean interest calculated at an annual rate equal to the lesser of twelve percent (12%) or the maximum rate of interest permitted by law.

ARTICLE IX MORTGAGES

9.1 Non-Subordination of Fee. Nothing in this Agreement shall be construed as an agreement by the City to subordinate its fee interest in the Premises or its right to rent payments hereunder or any other right of the City herein. Except as expressly set forth in this Agreement, the Tenant shall not mortgage its interest in the. Notwithstanding anything to the contrary, the City shall have no obligation to encumber or otherwise subordinate its fee interest in the Premises or approve any mortgage of the Tenant's leasehold estate.

ARTICLE X ASSIGNMENT, TRANSFER, SUBLETTING; NONDISTURBANCE AND ATTORNMEN

10.1 Restrictions on Transfer, Assignment and Encumbrance. The Tenant shall have no right to sell, transfer, sublet, assign, encumber, hypothecate or otherwise convey ("**Transfer**") its leasehold interest hereunder or any portion of its interest in the Premises or this Agreement voluntarily, involuntarily, by operation of law, or otherwise, without the City's prior written consent. No voluntary or involuntary assignee, subtenant, or successor in interest of the Tenant shall acquire any rights or powers under this Agreement absent such consent.

10.2 No Involuntary Transfers. Without limiting any other restrictions on transfer contained in this Agreement, no interest of the Tenant in this Agreement, the Premises or part thereof shall be assignable or transferable: (i) pursuant to any voluntary or involuntary proceeding under federal or state bankruptcy or insolvency law; (ii) pursuant to any assignment of the Tenant's assets for the benefit of its creditors; or (iii) pursuant to any order of attachment, garnishment, receivership, or similar action.

Any transfer described in this Section 10.2 shall constitute an Event of Default under this Agreement by the Tenant, and the City shall have the right to terminate this

Agreement pursuant to Article XI as a result of any such transfer taking place, in which case this Agreement shall not be treated as an asset of the Tenant.

10.3 Assumption Agreement and Release. No permitted Transfer shall be allowed.

10.4 Nondisturbance. Provided that the Tenant is not in default under this Agreement, the Tenant's possession, use and enjoyment of the Premises shall not be interfered with, disturbed or diminished, or otherwise affected in any manner as a result of any act or omission of the City, or any exercise of any remedies under this Agreement.

ARTICLE XI DEFAULT, REMEDIES AND TERMINATION

11.1 Event of Default. The Tenant shall be in default under this Agreement upon the occurrence of any of the following ("**Events of Default**"):

(a) Payment of Rent. The Tenant at any time is in default hereunder as to payment of Rent and such default continues for thirty (30) days after Rent is due. The City is not required to provide written notice of Tenant's failure to pay Rent.

(b) Other Monetary Obligations. The Tenant at any time is in default hereunder as to any monetary obligation (including without limitation, the Additional Rent and the Tenant's obligation to pay any taxes and assessments due on the Premises or part thereof, subject to the Tenant's rights to contest such charges pursuant to Section 2.3, and such default continues for thirty (30) days after the date upon which the City shall have given the Tenant a Notice of Default (as defined in Section 11.2.1);

(c) Insurance. The Tenant fails to obtain and maintain any insurance required pursuant to Section 6.2 of this Agreement, and the Tenant fails to cure such default within ten (10) days following receipt of Notice of Default;

(d) Abandonment. The Tenant abandons the Premises and ceases to use it for the purposes authorized hereby for a period of ninety (90) days or more or as established pursuant to Section 1951.3 of the California Civil Code except when prevented by Force Majeure.

(e) Transfer. A voluntary or involuntary Transfer of all or any portion of the Tenant's interest in this Agreement occurs in violation of the provisions of Article X;

(f) Non-Monetary Obligations. The Tenant defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 11.1, and unless a shorter cure period is specified for such default, the default continues for thirty (30) days after the date upon which the City shall have given written notice of the default to the Tenant; provided however, if the default is of a nature that it cannot be cured within thirty (30) days, an Event of Default shall not arise hereunder if the Tenant commences to cure the default within thirty (30)

days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than one hundred and eighty (180) days after receipt of a Notice of Default;

(g) Bankruptcy. The Tenant files a voluntary petition in bankruptcy or files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of the Tenant or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due;

(h) Reorganization. A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against the Tenant seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days from the first date of entry thereof, or any trustee receiver or liquidator of the Tenant or of all or any substantial part of its property, or of any or all of the royalties, revenues, rents, issues or profits thereof is appointed without the consent or acquiescence of the Tenant and such appointment remains unvacated and unstayed for an aggregate of sixty (60) days, such sixty (60) day period to be extended in all cases during any period of a bona fide appeal diligently pursued by Tenant;

(i) Attachment. A writ of execution or attachment or any similar process is issued or levied against all or any part of the interest of the Tenant in the Premises and such execution, attachment or similar process is not released, bonded, satisfied, or vacated or stayed within sixty (60) days after its entry or levy, such sixty (60) day period to be extended during any period of a bona fide appeal diligently pursued by Tenant;

11.2 Notice and Opportunity to Cure.

11.2.1 Notice of Default. Upon the occurrence of a default hereunder, the non-defaulting party shall deliver a notice to the nonperforming party (the “**Notice of Default**”), stating the nature of the obligation which such nonperforming party has failed to perform, and stating the applicable period of time, if any, permitted to cure the default.

11.2.2 Failure to Give Notice; No Waiver. Failure to give, or delay in giving, the Notice of Default shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder. No failure or delay by either party in asserting any rights and remedies as to any breach shall operate as a waiver of any breach or of any such rights or remedies. Delay by either party in asserting any of its rights and remedies shall not deprive such party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.

11.3 Remedies Upon Default.

11.3.1 City's Remedies. Upon the occurrence of any Event of Default and in addition to any and all other rights or remedies of the City hereunder and/or provided by law, the City shall have the right to terminate this Agreement and/or the Tenant's possessory rights hereunder, in accordance with Applicable Law to re-enter the Premises and take possession thereof and of the Fixtures and any Improvements, and except as otherwise provided herein, to remove all persons and property therefrom, and to store such property at the Tenant's risk and for the Tenant's account, and the Tenant shall have no further claim thereon or hereunder. The City's re-entry or taking of possession of the Premises shall not be construed as an election on the City's part to terminate this Agreement unless the City shall have given written notice of such intention to the Tenant. In no event shall this Agreement be treated as an asset of the Tenant after any final adjudication in bankruptcy except at the City's option so to treat the same but no trustee, receiver, or liquidator of the Tenant shall have any right to disaffirm this Agreement.

11.3.2 Remedies Upon Abandonment. If the Tenant should default under this Agreement and abandon the Premises, the City may, at its option, enforce all of its rights and remedies under this Agreement, including the right to recover the rent as it becomes due hereunder. Additionally, the City shall be entitled to recover from the Tenant all costs of maintenance and preservation of the Premises, and all costs, including attorneys' and receiver's fees incurred in connection with the appointment of and performance by a receiver to protect the Premises and the City's interest under this Agreement.

11.3.3 City Right to Continue Lease. In the event of any default under this Agreement by the Tenant (and regardless of whether or not the Tenant has abandoned the Premises), this Agreement shall not terminate (except by an exercise of the City's right to terminate under Section 11.3.1) unless the City makes such election by the giving of any notice (including, without limitation, any notice preliminary or prerequisite to the bringing of legal proceedings in unlawful detainer) to terminate the Tenant's right to possession. For so long as this Agreement continues in effect, the City may enforce all of the City's rights and remedies under this Agreement, including, without limitation, the right to recover all rent and other monetary payments as they become due hereunder. For the purposes of this Agreement, the following shall not constitute termination of the Tenant's right to possession: (a) acts of maintenance or preservation or efforts to relet the Premises; or (b) the appointment of a receiver upon initiative of the City to protect the City's interest under this Agreement.

11.3.4 Right to Injunction; Specific Performance. In the event of a default by the Tenant under this Agreement, the City shall have the right to commence an action against the Tenant for damages, injunction and/or specific performance. The Tenant's failure, for any reason, to comply with a court-ordered injunction or order for specific performance shall constitute a breach under this Agreement.

11.3.5 Right to Receiver. Following the occurrence of an Event of Default, if the Tenant fails after receipt of a Notice of Default to cure the default within the time period set forth in this Agreement, the City, at its option, may have a receiver appointed to take possession of the Tenant's interest in the Premises with power in the receiver (a) to administer the Tenant's interest in the Premises, (b) to collect all funds available in connection with the operation of the Premises, and (c) to perform all other acts consistent with the Tenant's obligations under this Agreement, as the court deems proper.

11.4 Remedies Cumulative. No remedy specified in this Article XI shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy provided hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy provided by this Agreement may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, subject to any limitations set forth herein.

11.5 No Election of Remedies. The rights given in this Article XI to receive, collect or sue for any rent or rents, moneys or payments, or to enforce the terms, provisions and conditions of this Agreement, or to prevent the breach or nonobservance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall not in any way affect or impair or toll the right or power of the City upon the conditions and subject to the provisions in this Agreement to terminate the Tenant's right of possession because of any default in or breach of any of the covenants, provisions or conditions of this Agreement beyond the applicable cure period.

11.6 Survival of Obligations. Nothing herein shall be deemed to affect the right of the City under Article VI of this Agreement to indemnification for liability arising prior to the termination of this Agreement for personal injuries or property damage, nor shall anything herein be deemed to affect the right of the City to equitable relief where such relief is appropriate. No expiration or termination of the Term by operation of law, or otherwise, and no repossession of the Improvements or any part thereof shall relieve the Tenant of its previously accrued liabilities and obligations hereunder, all of which shall survive such expiration, termination or repossession.

ARTICLE XII GENERAL PROVISIONS

12.1 Force Majeure; Extension of Times of Performance. Subject to the limitations set forth below, performance by either Party shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended where delays

are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, litigation, including court delays, unusually severe weather, acts or omissions of the other Party, acts or failures to act of any public or governmental agency or entity (other than the Parties which shall not excuse delay in performance), or any other cause beyond the affected Party's reasonable control (all of the foregoing "**Force Majeure**"). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause and such extension is not rejected in writing by the other Party within ten (10) days of receipt of the notice. Neither Party shall unreasonably withhold consent to an extension of time pursuant to this Section.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of the Tenant and the City (acting in the discretion of its City Manager unless he or she determines in his or her discretion to refer such matter to the City Council). Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

12.2 City's Right to Enter the Property. The City and its agents may enter the Premises from time to time with reasonable notice, except in the case of emergency in which case no notice shall be required, to inspect the same, to post notices of non-responsibility and similar notices, and to discharge the Tenant's obligations hereunder when the Tenant has failed to do so within a reasonable time after written notice from the City.

12.3 Representations of City and Tenant.

12.3.1 The Tenant hereby represents and warrants that all of the following are true and correct as of the Effective Date:

(a) The Tenant has taken all requisite action in connection with the execution of this Agreement and the undertaking of the obligations set forth herein. This Agreement constitutes the legally valid and binding obligation of the Tenant, enforceable against the Tenant in accordance with its terms, except as it may be affected by bankruptcy, insolvency or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and

(b) The execution of this Agreement and the acceptance of the obligations set forth herein do not violate any court order or ruling binding upon the Tenant or any provision of any indenture, agreement or other instrument to which Tenant is a party or may be bound. Neither the entry into nor the performance of this Agreement will violate, be in conflict with or constitute a default under any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, judgment, order or other agreement, charge, right or interest applicable to the Tenant.

12.3.2 Representation of the City. City hereby represents and warrants that all of the following are true and correct as of the Effective Date:

(a) The City has taken all requisite action in connection with the execution of this Agreement and the undertaking of the obligations set forth herein. This Agreement constitutes the legally valid and binding obligation of the City, enforceable against the City in accordance with its terms, except as it may be affected by bankruptcy, insolvency or similar laws or by legal or equitable principles relating to or limiting the rights of contracting parties generally; and

(b) The execution of this Agreement and the acceptance of the obligations set forth herein do not violate any court order or ruling binding upon the City or any provision of any indenture, agreement or other instrument to which the City is a party or may be bound. Neither the entry into nor the performance of this Agreement will violate, be in conflict with or constitute a default under any charter, bylaw, partnership agreement, trust agreement, mortgage, deed of trust, indenture, contract, judgment, order or other agreement, charge, right or interest applicable to the City.

12.4 Miscellaneous.

12.4.1 Holding Over/Month to Month. If Tenant is or remains in possession of the Premises after the expiration of termination of this Lease, the Lease shall continue on a month to month basis with the right of either party to terminate it upon 30 days written notice to the other, and the monthly Rent and Utility Costs will be due and payable on the first day of the rollover term and each month thereafter until such time as this Lease is terminated or renewed under different rent terms.

12.4.2 Binding on Successors and Assigns. Each provision of this Lease to be performed by Tenant shall be deemed both a covenant and a condition. The terms, conditions, and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the Parties and their personal representatives, successors, and assigns.

12.4.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

- (i) personal delivery, in which case notice is effective upon delivery;
- (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or

City: City of Pittsburg
65 Civic Drive
Pittsburg, CA 94565
Attention: City Manager

Tenant: Pittsburg Community Theater
PO Box 452
Pittsburg, CA 94565
Attention: Dianne Schepers
pct@pittsburgcommunitytheatre.org

12.4.4 Captions; Construction. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Lease. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree that since both Parties have participated in the negotiation and drafting of this Agreement with the advice of counsel, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

12.4.5 Successors and Assigns. Subject to the restrictions on transfer set forth in Article XII, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Any reference in this Lease to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement as if in every case so expressed.

12.4.6 Not Used.

12.4.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Contra Costa County, California or in the Federal District Court for the Northern District of California.

12.4.8 Attorney's Fees. If either Party commences an action against the other to enforce any obligation contained herein, or to interpret any provision hereof, the prevailing party shall be entitled to recover from the other Party reasonable counsel fees, costs and necessary disbursements, as determined by the court having jurisdiction over the action.

12.4.9 Indemnity Includes Defense Costs. In any case where either Party is obligated under an express provision of this Lease, to indemnify and to save the other Party harmless from any damage or liability, the same shall be deemed to include defense of the indemnitee by the indemnitor, such defense to be through legal counsel reasonably acceptable to the indemnitee.

12.4.10 No Third-Party Beneficiaries; Disclaimer of Partnership, Lender/Borrower Relationship. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties any rights or remedies hereunder. The relationship of the parties under this Agreement is solely that of landlord and tenant, and it is expressly understood and agreed that the City does not as a result of this Agreement in any way nor for any purpose become a partner of the Tenant or a joint venturer with the Tenant in the conduct of the Tenant's business or otherwise. This Agreement is not intended to, and shall not be construed to, create the relationship of principal and agent, partnership, joint venture, or association as between the City and the Tenant. It is further expressly understood and agreed that this Agreement is not intended to, and shall not be construed to create the relationship of lender and borrower, and the City does not, solely as a result of this Agreement, become a lender to the Tenant.

12.4.11 Entire Agreement. This Agreement, together with Exhibit A, which by this reference is hereby incorporated herein, contains the entire agreement between the Parties relative to the transactions covered hereby. All previous correspondence, communications, discussions, agreements, understandings or proposals and acceptances thereof between the Parties or their representatives, whether oral or written, are deemed to have been integrated into and superseded by this Agreement and are of no further force and effect except as expressly provided in this Agreement.

12.4.12 Waiver; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other covenant or provision hereof. No waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

12.4.13 Time is of the Essence. Time is of the essence of this Agreement and of each provision hereof.

12.4.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

12.4.15 Action by the Parties. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City in its capacity as landlord hereunder is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City Manager or by any person who shall have been designated by the City Manager, without further approval by the City Council unless the City Manager determines in his or her discretion that such matter requires consideration by the City Council.

12.4.16 Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Tenant or its successors in interest in the event of any default or breach by the City or for any amount which may become due to the Tenant or the Tenant's permitted successors in interest pursuant to this Agreement.

12.4.17 Severability. The determination by a court of competent jurisdiction that a provision of this Lease is illegal or unenforceable shall not affect any other provision of this Lease.

SIGNATURES ON THE NEXT PAGE

IN WITNESS WHEREOF, the Parties have entered into this Lease as of the Effective Date.

TENANT:
PITTSBURG COMMUNITY THEATER

LANDLORD:
CITY OF PITTSBURG,
a municipal corporation

By: _____
Gioia Stark, Executive Manager

By: _____
Garrett Evans, City Manager

ATTEST:

Alice E. Evenson, City Clerk

APPROVED AS TO FORM

Donna Mooney, City Attorney

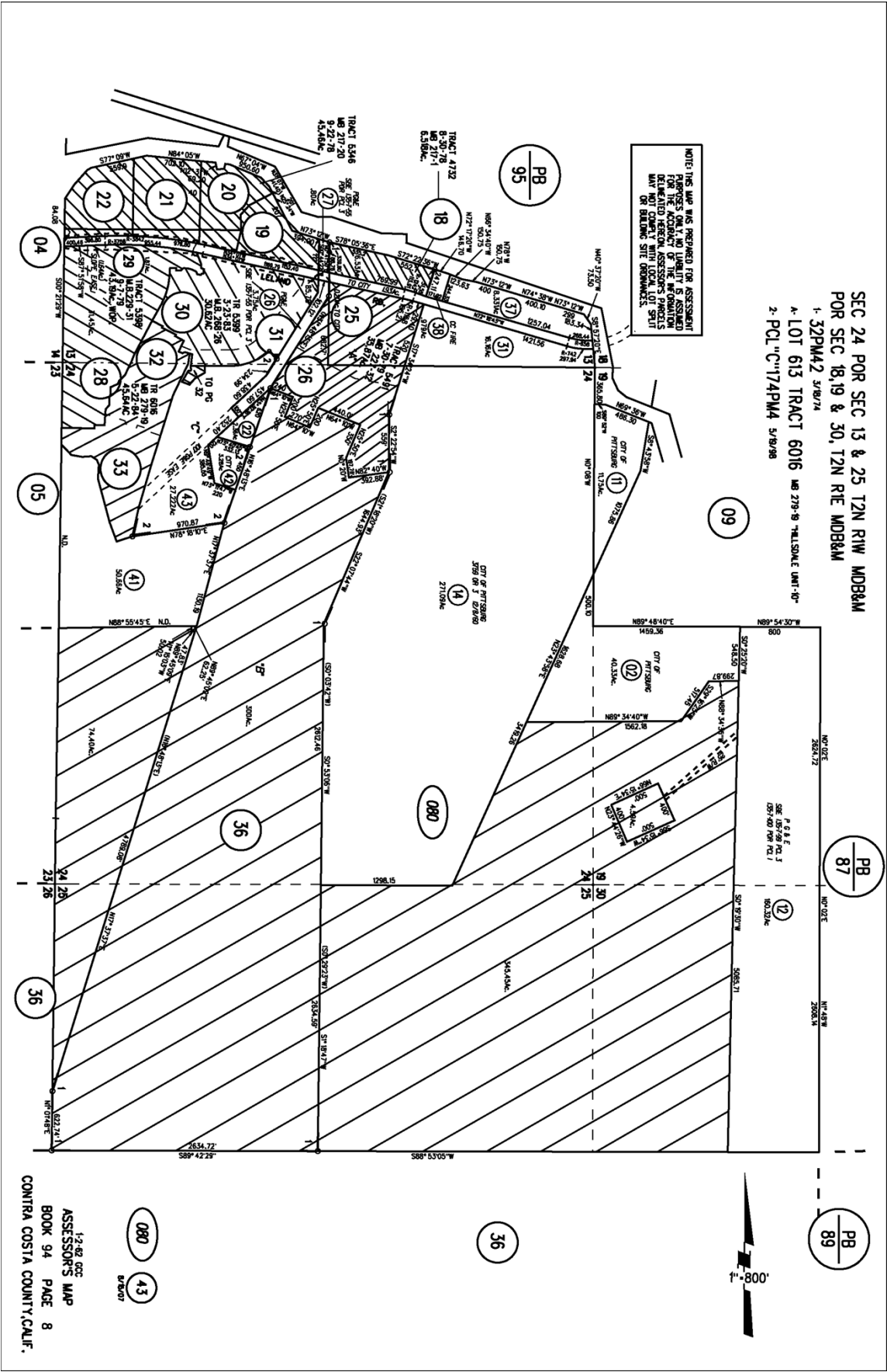
Exhibit A

PROPERTY

A certain parcel of land situated in the City of Pittsburg, County of Contra Costa, State of California and more particularly described as follows 2225 W. Leland Road.

APN:. 094-080-014

PREMISES – Maintenance Building that is situated on the PROPERTY.





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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of an Ordinance Approving a Zoning Map Amendment for an Approximately Three-Acre Site Located Along Frontage Road, AP-20-1544 (GP, RZ)

MEETING DATE: March 15, 2021

EXECUTIVE SUMMARY

On March 1, 2021, the City Council held a public hearing, introduced and waived further reading of an ordinance approving a zoning map amendment to rezone a City-owned undeveloped parcel and an unmapped portion of an abandoned right-of-way to 'Community Commercial' and CC (Community Commercial) District, respectively. The ordinance is now ready for City Council adoption.

FISCAL IMPACT

None from this action. Future development of the site would potentially generate additional General Fund revenues; however, no development is proposed at this time.

RECOMMENDATION

City Council adopt Ordinance 21-1486, approving a zoning map amendment for an approximately three-acre site located along Frontage Road.

BACKGROUND

On February 18, 2020, the City Council, by minute order, moved unanimously to initiate a study of a potential amendment to the General Plan Land Use Designation, as well as the establishment of a zoning designation on the project site in order to allow for potential future development of a billboard adjacent to State Route 4.

On January 26, 2021, the Planning Commission considered the draft negative declaration and approved Planning Commission Resolution No. 10163, recommending approval of the proposed General Plan amendment and rezoning.

On March 1, 2021, the City Council held a public hearing and adopted Resolution 21-13908 adopting a negative declaration and approving a General Plan map amendment, and introduced and waived further reading of Ordinance 21-1486, approving a zoning map amendment.

SUBCOMMITTEE FINDINGS

This item was not presented to a Subcommittee.

STAFF ANALYSIS

On March 1, 2021, the City Council held a public hearing on a request to adopt a negative declaration and approve a General Plan amendment and the rezoning of a City-owned undeveloped parcel and an unmapped portion of an abandoned right-of-way to 'Community Commercial' and CC (Community Commercial) District, respectively.

After closing the public hearing, the Council adopted Resolution 21-13908 adopting a negative declaration and approving a General Plan map amendment and introduced and waived further reading of Ordinance 21-1486, approving a zoning map amendment. The ordinance is now ready for City Council adoption.

After introducing an ordinance, the City Council must approve the action by adopting the ordinance by a majority vote at a subsequent meeting. The ordinance becomes effective 30 days after the date of its adoption.

ATTACHMENTS:

1. Ordinance No. 21-1486
2. Exhibit A to Ordinance No. 21-1486

Report Prepared By: Jordan Davis, Interim Director of Economic Development/Assistant to the City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Approving a Zoning Map	)	ORDINANCE NO. 21-1486
Amendment for an Approximately Three-	)	
Acre Site Located Along Frontage Road,	)	
<u>AP-20-1544 (GP, RZ).</u>	)	

The City Council of the City of Pittsburg DOES ORDAIN as follows:

WHEREAS, on February 18, 2020, the City of Pittsburg Economic Development Department filed Planning Application No. 20-1544, requesting approval of a General Plan and zoning map amendment (the "Project"). The Project would amend the General Plan and rezone a City-owned undeveloped parcel, as well as a small unmapped portion of abandoned right-of-way that combined total less than three (3) acres in size along the northern side of Frontage Road, between Dover Way and Chelsea Way. Assessor's Parcel No. 087-227-001 ("Project Site"). The application does not propose any development at this time; and

WHEREAS, the project site is owned by the City of Pittsburg and is comprised of remnant areas acquired by the City from the California Department of Transportation (CalTrans) following various freeway widening projects. The site has historically remained vacant, with the exception of the Dover Well Pump Station located at the western end of the site, largely due to the presence of several overhead powerlines and the corresponding PG&E easement, as well the proximity to State Route 4; and

WHEREAS, the majority of the site (2.79 acres) is a mapped parcel (APN: 087-227-001) which stretches along the north side of and parallel to Frontage Road. An approximately 0.11-acre portion of the site adjacent to the northwest corner of APN: 087-227-001 is unmapped. This area is mainly comprised of utility infrastructure and an access roadway; and

WHEREAS, the requested Zoning Map amendment would establish a zoning designation of CC (Community Commercial) on the Project Site. The Project Site does not currently have an assigned zoning district; and

WHEREAS, the proposed project is governed by the applicable goals and policies of the Pittsburg General Plan, the Pittsburg Municipal Code (PMC), and the City's adopted Design Review and Development Guidelines (DRDGs; Planning Commission Resolution No. 9864); and

WHEREAS, the project is subject to the California Environmental Quality Act ("CEQA") (Public Resources Code 21000-21189) and the State CEQA guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387). The City, as the lead agency under CEQA, prepared an Initial Study for this proposed project. Based on the analysis in the Initial Study, the Planning Manager determined the proposed project could not have a significant effect on the environment, and subsequently, a Notice of Intent to Adopt a Negative Declaration (ND) was prepared; and

WHEREAS, a Notice of Intent to adopt a Negative Declaration and accompanying Initial Study were distributed to the public on November 25, 2020, for a 30-day review in accordance with the CEQA requirements; and

WHEREAS, pursuant to PMC sections 18.16.02 and 18.48.030, the City Council, upon recommendation of the Planning Commission, may approve a zoning map amendment if it finds that: 1) the change proposed is consistent with the objectives, policies, general land uses and programs specified in the General Plan and applicable specific plan; 2) a community need is demonstrated for the change proposed; and 3) its adoption will be in conformity with public convenience, general welfare and good zoning practice; and

WHEREAS, on January 26, 2021, the Planning Commission considered the Initial Study prepared for the project and held a public hearing on the General Plan map amendment and amendments to the zoning map, at which time oral and/or written testimony was considered. Following the close of the public hearing, the Planning Commission voted 5-0 to adopt Resolution No. 10163, recommending City Council approval of the Project; and

WHEREAS, on or prior to February 19, 2021, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020, a "Notice of Public Hearing," for the March 1, 2021, public hearing on this item was published in the East County Times; was posted at City Hall; and was mailed via first class or electronic mail to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice. Although not required, the notice was also sent to property owners and tenants of residences within the adjacent neighborhood but outside of the 300-foot required mailing radius, and was posted on www.nextdoor.com ("Nextdoor"); and

WHEREAS, on March 1, 2021, the City Council held a duly noticed public hearing to consider the Project, at which time oral and/or written testimony was considered.

SECTION 1. Findings.

A. Based on the City Council staff report entitled, "Adoption of a City Council Resolution Adopting a Negative Declaration and Approving a General Plan Map Amendment, and Introduction and Waive First Reading of an Ordinance Approving a Zoning Map Amendment for an Approximately Three-Acre Site Located Along Frontage Road, AP-20-1544 (GP, RZ)," dated March 1, 2021, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the City Council finds that:

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

2. The Negative Declaration for the project was prepared in compliance with Public Resources Code section 21000 et seq. and the City Council has independently reviewed and considered the information contained therein.
 3. The proposed zoning map amendment is consistent with the objectives, policies, general land uses, and programs specified in the General Plan in that:
 - a. It will facilitate development on an infill site, thereby helping the City maintain a compact urban form (Goal 2-G-1).
 - b. It will incentive the use of vacant infill land and revitalize an underutilized site (Goal 2-G-6).
 - c. It will add to the City's inventory of ready-to-go non-residential sites, complete with zoning, infrastructure, and certain environmental clearances (Policy 6-P-14).
 - d. It represents an opportunity for enhancement in order to fund the various economic development initiatives outlined in the Economic Development Element of the General Plan (Policy 6-P-15).
 - e. It will allow development in an area where public facilities and infrastructure are already available (Policy 3-P-1).
 4. Furthering economic development in the City directly addresses a significant community need that has been vocalized for several years, and most recently during the City Council goal setting workshops and Envision Pittsburg forums. Future development of the site with non-habitable uses will be sought; however, at this time, the City has not received any applications for development, and the project before the Planning Commission is limited to the General Plan amendment and rezoning request. The Community Commercial General Plan designation and corresponding CC zoning district assignment will increase marketability and expand the range of uses beyond what the current Park designation allows. Any future development of the site will be subject to all applicable project specific approvals, standards, and environmental reviews, without exception.
 5. As it is assumed that no habitable structures could be constructed on the site, and that uses such as minor utilities, telecommunication facilities, or small structures will represent the maximum extent of what could be constructed on the site, the proposed zoning amendment is in conformity with public convenience, general welfare and good zoning practice.
- B. The City Council Staff Report entitled, "Adoption of a City Council Resolution Adopting a Negative Declaration and Approving a General Plan Map Amendment, and Introduction and Waive First Reading of an Ordinance Approving a Zoning Map Amendment for an Approximately Three-Acre Site Located Along Frontage Road,

AP-20-1544 (GP, RZ),” dated March 1, 2021 is referenced hereto as additional support for findings.

SECTION 2. Decision.

Based on the findings and the authority set forth above, the City Council hereby Amends the Zoning Map, as referenced in Pittsburgh Municipal Code, Title 18 (Zoning Ordinance) section 18.04.020, to establish a zoning designation of CC (Community Commercial) District on the Project site, as substantially presented in Exhibit A of this Ordinance.

SECTION 3. Severability.

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

SECTION 4. Effective Date

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

SECTION 5. Publication.

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburgh held on March 1, 2021, and was adopted and ordered published at a meeting of the City Council held on March 15, 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Exhibit A to Ordinance No. 21-____
Zoning Map Amendment

Fig. 1: Existing Zoning Designations



Exhibit A to Ordinance No. 21-____
Zoning Map Amendment

Fig. 2: Proposed Zoning Designations





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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of Two City Council Ordinances Amending Prezoning Designations, Including Approval of a Master Plan, and Approving a Development Agreement for the Faria/Southwest Hills Annexation Project, AP-10-717 (GP, RZ, DA, ANNEX)

MEETING DATE: March 15, 2021

EXECUTIVE SUMMARY

On February 22, 2021, the City Council adopted Resolutions 13905 through 13907 certifying a Final Environmental Impact Report; approving CEQA Findings; adopting a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program; approving General Plan mapping and text amendments; and initiating annexation proceedings for the Faria/Southwest Hills Annexation Project. The City Council also introduced and waived further reading of two ordinances amending the prezoning designations, adopting a master plan, and approving a development agreement for the proposed project. The project site is located in the hills southwest of the existing city limits and is commonly known as the Faria property. APN's 091-040-002, 092-010-002 & -006, 092-020-002 & -003, 092-040-008, 092-050-002, and a portion of 092-030-012.

FISCAL IMPACT

One-time revenues related to construction permits and other development fees and exactions (as outlined in the proposed development agreement) are anticipated with this project. The applicant also would be required to deposit a minimum of \$5,000 on an annual basis to reimburse the City for staff time expended in the annual review of the development agreement terms.

RECOMMENDATION

City Council take the following actions for the Faria/Southwest Hills Annexation Project, in the order shown below:

1. Move to adopt Ordinance No. 21-1484 amending the prezoning designations for the site and adopting a Master Plan; and

2. Move to adopt Ordinance No. 21-1485 approving a development agreement.

BACKGROUND

Prezoning Amendments: The prezoning amendments would reclassify the project site from HPD (Hillside Planned Development) and OS (Open Space) Zoning Districts, to RS-4-P (Single Family Residential, 4,000 square foot minimum lot size with Master Plan) and OS-P (Open Space with Master Plan) Districts (see Figure 1 and 2 below). The “-P” added to each zoning district signifies a Master Plan Overlay District. To comply with this proposed zoning, a draft Master Plan has been prepared (see Exhibit B of Attachment 1).

Figure 1

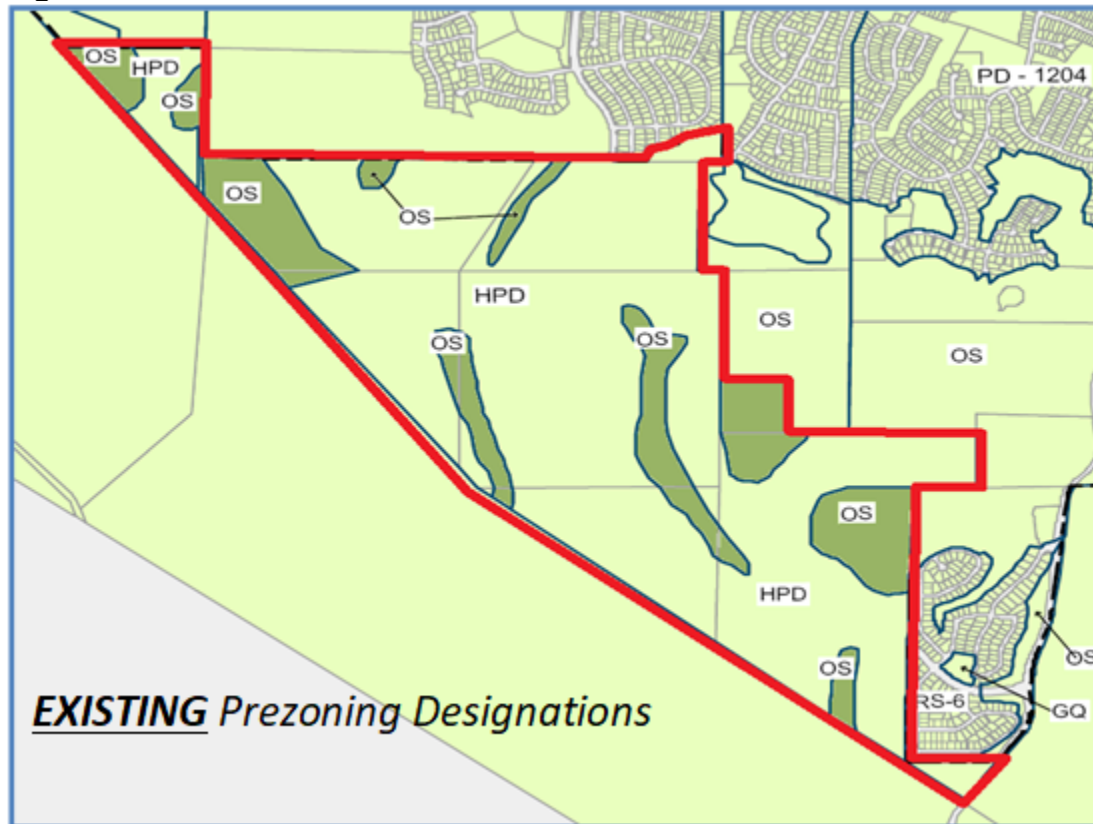
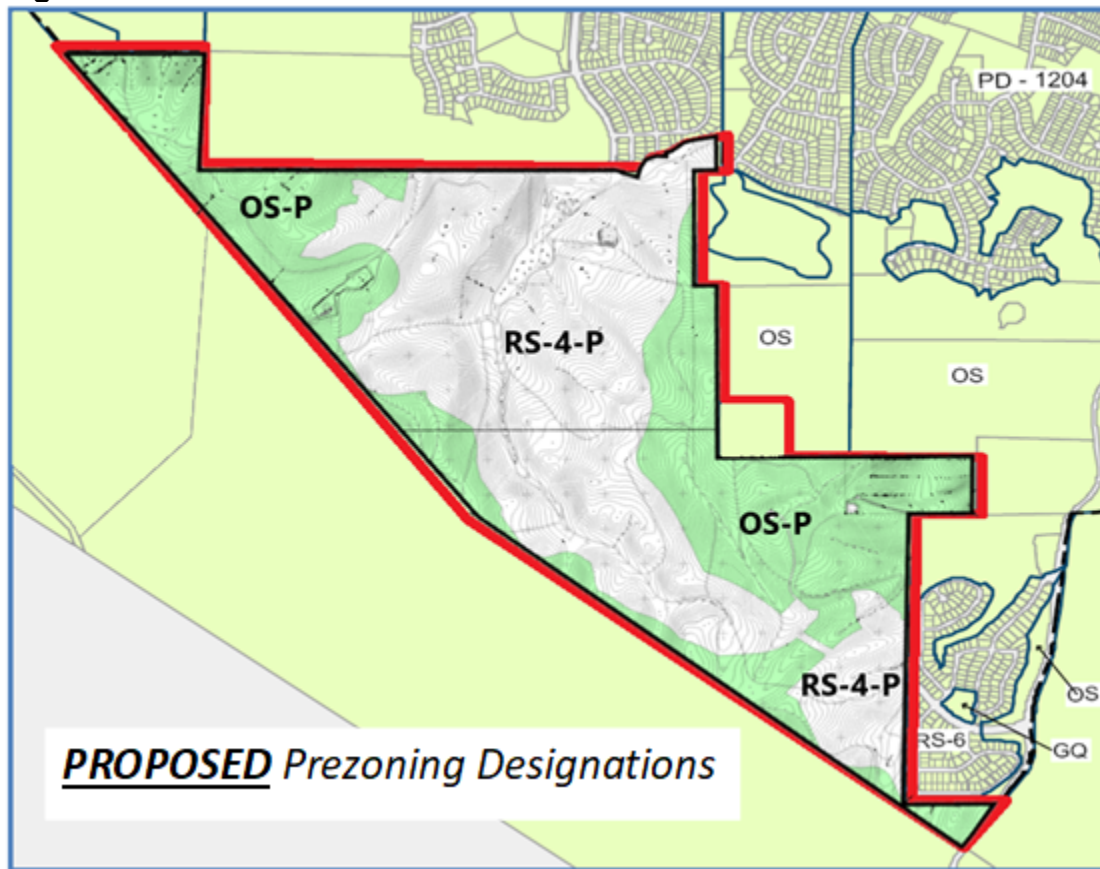


Figure 2



The proposed Master Plan includes a land use map, development regulations, design review guidelines and a definition of the proposed circulation system. In general, the land use map focuses all development within the natural valley area that runs through the middle of the site (north to south) and allows for a natural buffer on the east and the west, where several prominent ridgelines are located and would remain mostly untouched. Development in the center of the site would include a denser product (3-5 units per acre) on the northern half of the site, compared to a less dense product (1-3 units per acre) on the southern half.

The development regulations and design guidelines have been crafted to foster appropriate hillside development patterns, which can be more complex than development in other areas of the City because of the unique topography of the property. The overall traffic circulation pattern for the site is largely unknown at this time; however, under the proposed Master Plan, the project would ensure that San Marco Boulevard would be extended and continue south through the site and Bailey Estates, serving as the backbone for development to branch off, and eventually connect to Bailey Road to the east. Design guidelines for the larger on-site circulation system have been incorporated into the plan.

Development Agreement: The developer has requested that the City enter into a Development Agreement, which has the purpose of locking in fees and regulations to provide certainty during a multi-year project, and in exchange, developer would have the following contractual obligations: a) payment of fees to assist in the financing of unmet local and regional traffic improvement needs; b) construction of a minimum 150 rent-restricted accessory dwelling units throughout the future project to fulfill inclusionary housing obligation under Pittsburg Municipal Code (PMC) Chapter 18.86; c) inclusion of at least 75 single-story houses spread throughout the future project; d) payment of \$100,000 to expand the City's security camera network; e) payment of a \$1,000,000 community benefit fee; f)

payment of \$50,000 to construct monument city entry signs; g) installation of basic home security systems into each future house; and h) annexation of the site into all applicable Community Facilities Districts (CFDs) for park maintenance, off-site stormwater facilities, police and other emergency services, and fire facilities, fire safety and emergency services.

The Development Agreement has also been revised to include an additional Article (XII) which would acknowledge the City and the Developer's agreement that the Project shall encourage hillside estate-style development and recognize that the City Manager, at his/her discretion, may take the necessary actions to bring subsequent entitlement approvals normally brought before the Planning Commission to also be brought before the City Council. The new Article XII would also require the Developer to provide one or more connecting trails from the Property to the Regional Park trail network; to support and cooperate with any effort to amend school district boundaries to include schools serving the Property within the boundaries of the Pittsburgh Unified School District; and to cooperate and implement the Pittsburgh Active Transportation Plan.

The public hearing for this project was held before the City Council on February 22, 2021. After close of the public hearing the City Council moved to introduce and waive further reading of both ordinances attached to this report

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

An ordinance may be adopted by majority vote at a meeting at least five days after the ordinance is introduced. An ordinance becomes effective 30 days after the date of its adoption.

ATTACHMENTS:

1. Proposed Ordinance 21-1484
 - a. Exhibit A – Rezoning Amendments
 - b. Exhibit B – Master Plan
2. Proposed Ordinance 21-1485
 - a. Exhibit A – Development Agreement

Report Prepared By: Hector Rojas, Acting Planning Manager

Attachment 1
BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Amending the Prezoning	ORDINANCE NO. 21-1484
Designations for Approximately 606	
Acres from HPD and OS, to RS-4-P	
And OS-P, and Adopting a Master Plan	
For the "Faria/Southwest Hills	
<u>Annexation Project, AP-10-717 (RZ)"</u>	

The City Council of the City of Pittsburg DOES ORDAIN as follows:

WHEREAS, the Faria/Southwest Hills Annexation Project (proposed project) includes a General Plan amendment, change in prezoning designations, adoption of a Master Plan, approval of a development agreement, and initiation of annexation proceedings, for a 606-acre site located in the hills southwest of the existing city limits, including APN's 097-180-002, 097-180-006, 097-190-002, 097-200-002, 097-200-003, 097-230-008 & 097-240-002; and,

WHEREAS, in 2001, the current Pittsburg General Plan was adopted with a planned land use development pattern for the southwest hills (outside current city limits) that included a combination of Low Density Residential, Hillside Low Density Residential, and Open Space. The 2001 General Plan land use map for this specific area has not been amended since its initial adoption; and,

WHEREAS, on November 5, 2005, the voters of the City of Pittsburg approved a ballot initiative entitled, 'Measure P (City of Pittsburg Voter Approved Urban Limit Line and Prezoning Act)', which brought the entire 606-acre Faria project site into the new Urban Limit Line (ULL) boundary and prezoned the property to HPD (Hillside Planned Development) and OS (Open Space) Districts, consistent with existing General Plan residential and open space designations; and,

WHEREAS, on July 8, 2009, the Contra Costa Local Agency Formation Commission (LAFCo) approved an extension of the Pittsburg Sphere of Influence (SOI), as well as the Contra Costa Water District and Delta Diablo SOI's, to include the project site; and,

WHEREAS, on September 24, 2010, Louis Parsons, on behalf of Faria Land Investors, filed Annexation Application No. 10-717, requesting that the city initiate proceedings to annex the approximately 606-acre site into the municipal boundary, as well as the Contra Costa Water District and Delta Diablo service areas; and,

WHEREAS, in 2014, Application No.10-717 was amended to include a prezoning amendment to add an Interim Study Overlay (-S) District to the existing base prezoning designations in order to designate the site as an area where zoning regulations would remain under study until such time when the developer provided a development plan; and,

WHEREAS, in 2017, Application No. 10-717 was revised again to amend the prezoning designations on the site from HPD and OS, to RS-4-P (Single Family Residential,

4,000 square foot minimum lot sizes) and OS-P Districts, with a Master Plan Overlay (-P) in place of the previously proposed Interim Study Overlay (-S) District. The proposal was also amended to include a development agreement and General Plan mapping and text amendments to ensure consistency with the proposed master plan; and,

WHEREAS, the proposed project is subject to the California Environmental Quality Act (CEQA), and the State CEQA Guidelines (Public Resources Code section 21080), and on February 22, 2021, the City Council adopted Resolution No. 21-13905, certifying an Environmental Impact Report (EIR) and adopting associated CEQA findings, Statement of Overriding Considerations (SOC) and Mitigation Monitoring and Reporting Program (MMRP); and,

WHEREAS, the proposed rezoning amendment conforms with the applicable General Plan land use designations of *Low Density Residential* and *Open Space*, adopted by the City Council on February 22, 2021, Resolution No. 21-13906, and with applicable goals and policies of the Pittsburg General Plan and Pittsburg Municipal Code (PMC); and,

WHEREAS, PMC section 18.16.020 identifies the Planning Commission as the advisory body to the City Council on proposed changes to the zoning ordinance, and pursuant to PMC section 18.48.030, the Planning Commission shall include written findings to support any recommendation it makes to the City Council to amend the Zoning Ordinance; and,

WHEREAS, on July 28, 2020, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 10154, recommending approval of the proposed change in pre-zoning designations for the site; and,

WHEREAS, in accordance with PMC 18.48.050, before adoption of an ordinance, the City Council shall make findings that the proposed regulation or map amendment is consistent with the policies of the general plan and the notice and hearing provisions of this title; and,

WHEREAS, in accordance with PMC 18.72.070, prior to approval of a proposed master plan, the City Council must find that the proposed master plan:

- 1) Conforms to the General Plan;
- 2) Generally complies with the land use and development regulations of the base zoning district and does not significantly alter the regulations; and
- 3) Can be adequately, reasonably and conveniently served by the public services, utilities and public facilities.

WHEREAS, on August 24, 2020, the City Council scheduled a special meeting to consider the project; however, the meeting was cancelled, and the hearing continued to a date uncertain; and,

WHEREAS, documents and other materials constituting the record of the proceedings upon which the City's decision and its findings are based, are located at the City of Pittsburg Planning Division, located at 65 Civic Avenue in Pittsburg; and,

WHEREAS, on February 22, 2021, the City Council held a public hearing on Planning Application No. 10-717 (GP, RZ, DA, ANNEX), at which time oral and/or written testimony was considered; and,

Section 1. Findings

A. Based on the evidence and oral and written testimony presented at the public hearings, and based on all the information contained in the Planning Division's files on the project, including but not limited to the EIR for the project and the City Council staff report entitled "Adoption of Three City Council Resolutions to: 1) Certify a Final EIR and Approve CEQA Findings, 2) Approve General Plan Amendments, and 3) Initiate Annexation, and Introduction and Waive First Reading of Two City Council Ordinances Amending Prezoning Designations, Including Approval of a Master Plan, and Approving a Development Agreement for the Faria/Southwest Hills Annexation Project, AP-10-717 (GP, RZ, DA, ANNEX)," dated February 22, 2021, the City Council finds that:

- 1) On or before February 12, 2021, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020, a "Notice of Public Hearing" for the February 22, 2021, City Council public hearing on this item was published in the East County Times; posted at City Hall and in the "Public Notices" section of the city website; was mailed via first class or electronic mail to the applicant/property owner, all property owners and/or residents within 800-feet of the site, all local service agencies expected to provide future services to the site, and to individuals who had previously filed written request for such notice. In addition, the notice was also published on www.nextdoor.com ("Nextdoor") and was sent directly to all subscribed members in the following Nextdoor neighborhoods: Oak Hills South, San Marco, San Marco Villas, Toscana and Vista Del Mar.
- 2) The Final EIR for the Faria/Southwest Hills Annexation project (SCH #2017032027), certified by the City Council on February 22, 2021 (Resolution No. 21-13905), was prepared in compliance with Public Resources Code Section 21000 et seq., and the State CEQA Guidelines Section 15000 et seq.. All impacts have been analyzed in the EIR prepared for this project, and the City Council has independently reviewed and considered the information contained therein, prior to approving the project.

Pre-zoning Designation Changes

- 3) The proposed prezoning amendment and Master Plan are consistent and conforms with General Plan, in that the project site is located in the Southwest Hills Subarea of the General Plan, and has been envisioned since the General Plan adoption in 2001, as accommodating a combination of Residential and Open Space uses with a maximum of 1,500 residential units to be spread across the entire 607 acre site (see General Plan policy 2-P-96). The proposed prezoning amendments are within the Pittsburg Planning Area, the voter approved Urban Limit Line, and the Pittsburg Sphere of Influence, and they will facilitate implementation of General Plan policy 2-P-91, by concentrating all future development to the center of the site within the natural

valley-like area located between two existing prominent ridgelines, and thereby establishing a greenbelt buffer along the western edge of the site to be preserved as open space. Upon annexation of the site into the City, the RS-4-P zoning will allow construction of homes consistent with General Plan goals/policies including 2-G-4, 2-G-5, 2-P-73, 2-P-75, Housing G-1, and Housing P-1.2, P-1.2.B and P-1.2.D, and will provide expanded housing opportunities for the City's moderate and above-moderate income households, thereby helping to balance the City's housing stock and improve the resident-consumer tax base in the City.

- 4) The proposed master plan will comply with the land use and development regulations of the base zoning districts of RS-4 (Single Family Residential with 4,000 square foot minimum lot sizes) and OS (Open Space), and does not significantly alter the regulations.
- 5) The proposed master plan can be adequately, reasonably and conveniently served by public services, utilities and public facilities, of which this growth has been contemplated for that last 20 years by multiple planning documents including the General Plan, the City's sewer and water system master plans, as well as other long range planning documents for stormwater drainage/treatment, recreational needs/facilities, and regional growth and transportation.

Section 2. Decision

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

- 1) Amends the Zoning Map, as referenced in Pittsburgh Municipal Code, Title 18 (Zoning Ordinance) section 18.04.020, to change the rezoning of the properties described above, from a combination of HPD (Hillside Planned Development) and OS Districts, to RS-4-P (Single Family Residential with 4,000 square foot minimum lot size and a Master Plan Overlay) and OS-P (Open Space with a Master Plan Overlay) Districts as substantially presented in "Exhibit A" of this resolution;
- 2) Approves a Master Plan, as substantially presented in Exhibit "B" of this resolution.

Section 3. Severability

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

Section 4. Publication

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance

published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a special meeting of the City Council of the City of Pittsburg held on February 22, 2021, and was adopted and ordered published at a meeting of the City Council held on March 15, 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

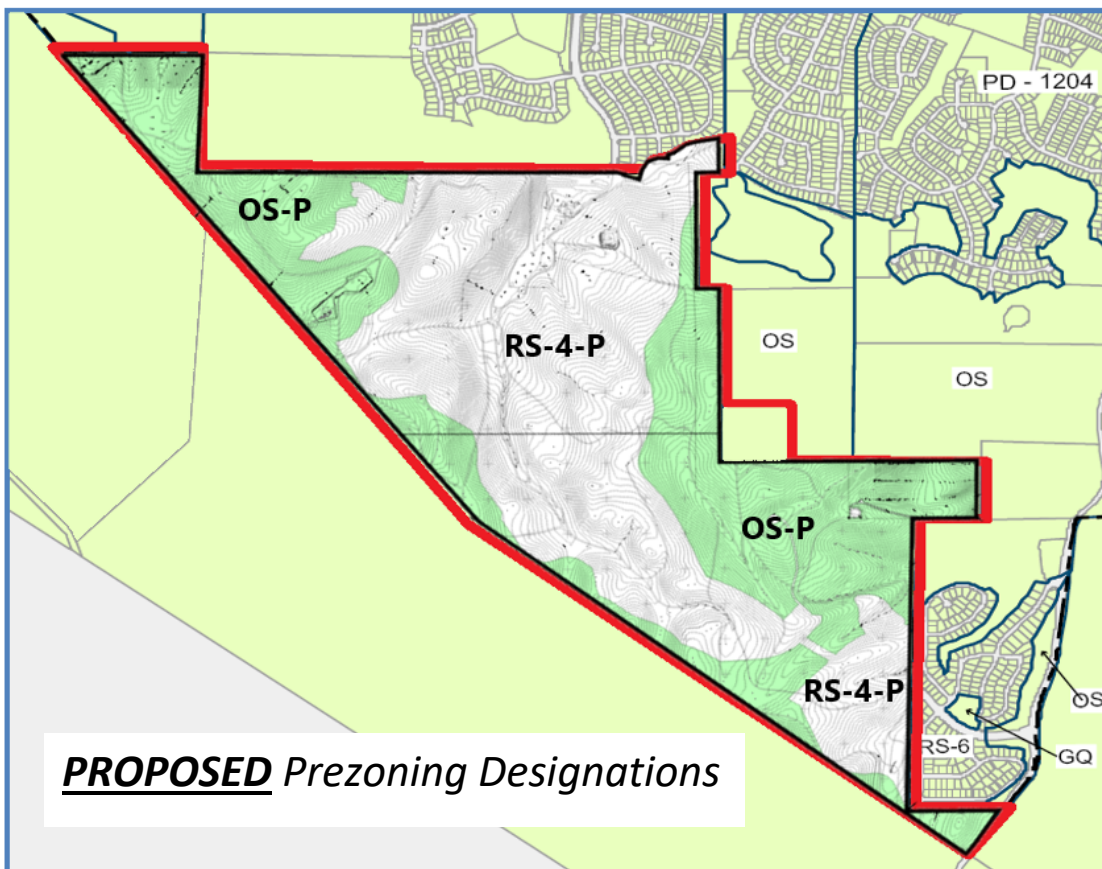
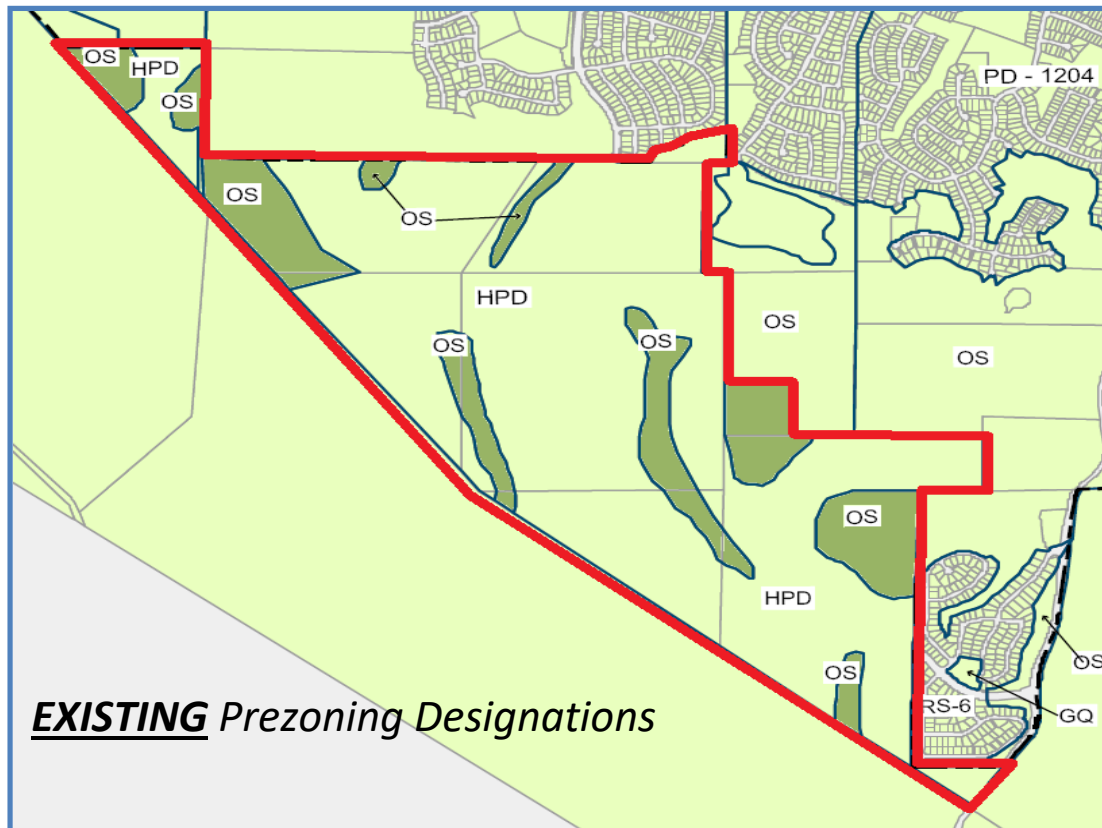
ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Attachment 1a
Exhibit A to City Council Ordinance No. 21-1484



Faria Property Master Plan

For Faria/Southwest Hills Reclassification from HPD and OS Rezoning Districts, to RS-4-P and OS-P Rezoning Overlay Districts

This Master Plan document is organized in the following manner:

- Section 1 describes the intent of the Master Plan Overlay District, and the area which it would govern.
- Section 2 includes a Land Use Map and defines the permitted uses, density and property development regulations.
- Section 3 defines Design Review Guidelines that will govern the master plan area and subsequent development activities.
- Section 4 outlines the project phasing and subsequent entitlements.

Section 1. Purpose, Location and Boundaries.

In accordance with Pittsburg Municipal Code (PMC), Chapter 18.72, the purpose of this master plan overlay district is to:

- a) ensure orderly planning for the development of a large, unsubdivided area in the city's sphere of influence consistent with the general plan;
- b) maintain an environmental equilibrium consistent with existing vegetation, soils, geology, topography, and drainage patterns;
- c) avoid premature or inappropriate development that would result in incompatible uses or create public service demands exceeding the capacity of existing or planned facilities; and
- d) encourage sensitive site planning and design.

The master plan overlay district is located in the southwest hills and encompasses approximately 607 acres of land (see Figure 1). The district is generally bounded by Bailey Road and the approved but not yet constructed, "Bailey Estates" subdivision to the east; the Concord City Limits and recently closed Concord Naval Weapons Station (CNWS) property to the south and west; and the San Marco and Vista Del Mar residential subdivisions (substantially developed) along the northern boundary and other open space areas along the northeastern boundary.

Upon City approval of this master plan, a request to annex the Faria property into the City limits would be filed with the Contra Costa Local Agency Formation Commission (LAFCo). Following annexation, entitlement applications would be submitted to the City for review and approval. It is anticipated that the initial entitlement process would include review of a subdivision map and design review for new construction. This

7/28/20 DRAFT

process is expected to take two or more years due to the City's discretionary review requirements and the California Environmental Quality Act (CEQA) processing requirements. Once the entitlement process is completed, the tentative subdivision map and construction documentation would be finalized for City review and approval. This process could take an additional six to twelve months. Once the construction documents are approved construction would commence. The entire process from entitlement to completion of initial construction could take approximately four years. Single family homes at San Marco (immediately north of the site) are anticipated to be fully completed by the year 2020, leaving the Faria property as the next logical place for development to occur in the Pittsburg Southwest Hills area.

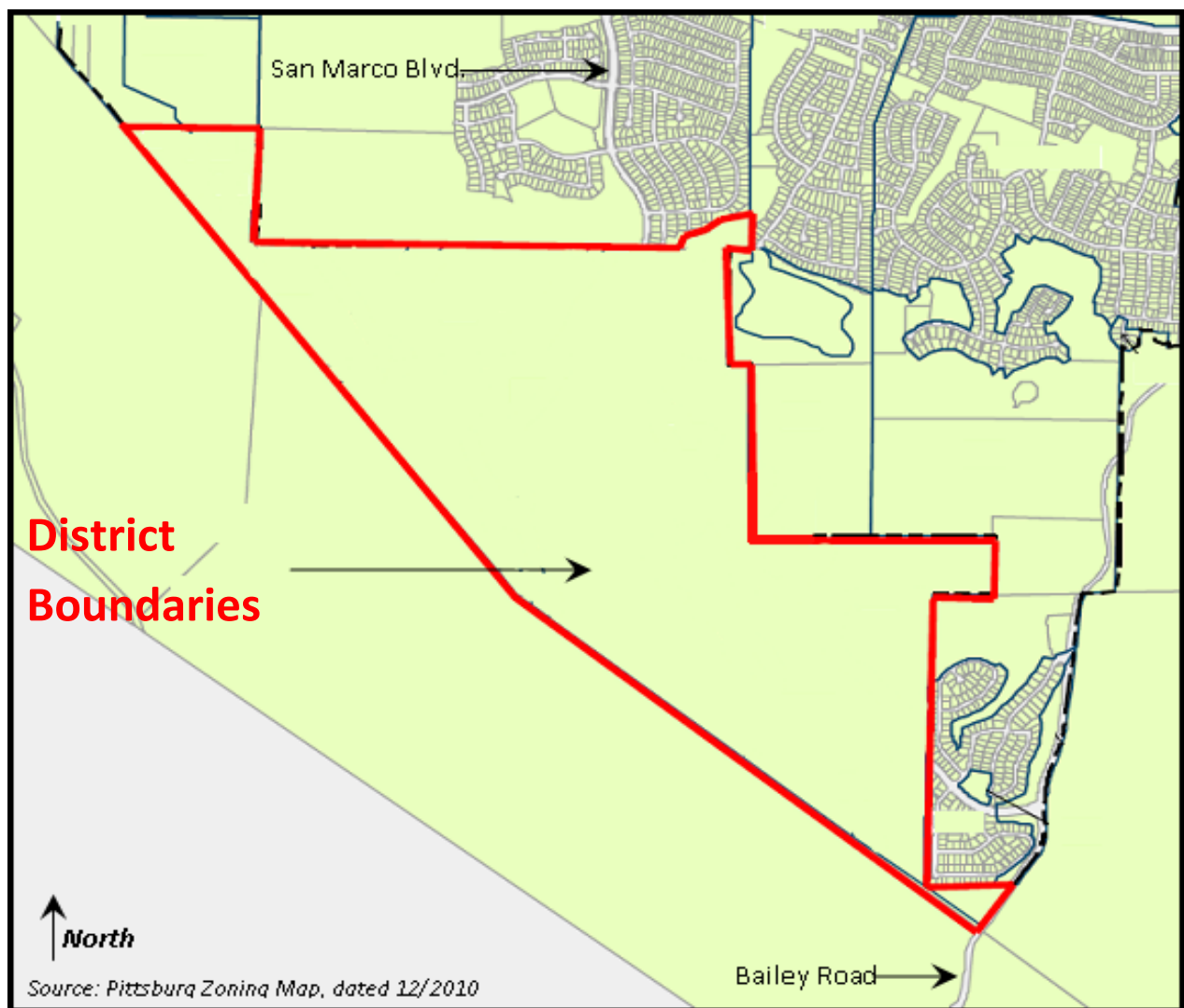


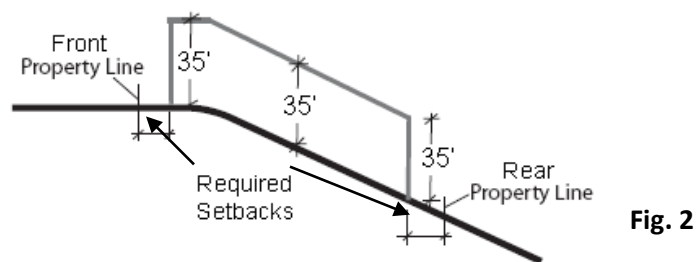
Fig 1. District Boundaries

Section 2. Land Use & Development Regulations

Proposed areas of development and areas of preservation (labeled as “Undeveloped Area”) are shown in Exhibit A of this Master Plan. The master plan area includes a total of 341 acres for residential development and 265 acres of preservation as open space. The master plan would permit development on the approximate 606-acre project site as follows:

A. Residential Development

1. Allowable Uses. The land use regulations within each of the residential neighborhoods shall be the same as RS-4 District, PMC section 18.50.010. Neighborhood serving commercial land uses, as identified in PMC 18.50.010, shall be allowable within the master plan area with a use permit.
2. Residential Density. The project site is divided into two residential areas: *(1) 209 acres at a density of 3-5 dwelling units per gross acre, and (2) 132 acres at a density of 1-3 dwelling units per gross acre*; however, in no event shall the total number of dwelling units within the master plan area exceed 1,500 units, as dictated by General Plan policy 2-P-96.
3. Property Development Regulations. Property Development Regulations set forth in PMC Schedule 18.50.105 shall apply to all residential development permitted by this master plan, except where specified below.
 - a) Height and form of main structures on sloped lots. For terraced structures built on sloped lots, a maximum height of thirty-five feet (35') is permitted. Building height is measured from any point along the finished grade (Fig. 2).



- b) Deck sizes and heights for structures on sloped lots. Where decks are provided as a primary private outdoor space, they shall be a minimum of six feet (6') in length (measured parallel to the adjacent wall of the structure) to

- provide adequate usable area and to effectively break-up the mass of large structures. The support posts or columns for any deck that extend out over a downslope shall not exceed a vertical height of twelve feet (12'), as measured from the bottom of the deck to the finished grade.
- c) Flag lots. Flag lots are allowed in order to reduce environmental impacts, minimize roadway cut-and-fill, and create a better view protection. Flag lot driveways shall be designed to break up the long expanse of concrete paving with different materials, textures, and/or colors. Determination of flag lot widths and front lot lines shall be conducted in accordance with PMC 18.80.015.
4. Landscaping. In addition to the requirements of Section 18.84.300, subdivision landscaping shall comply with the following standards:
- a) Slopes adjacent to collector or arterial streets shall be landscaped and irrigated.
 - b) Street trees shall be planted at a minimum of one tree every forty feet (40') along all streets. Street trees shall not be less than six feet (6') in height, as measured from the ground surface after planting.
 - c) Fire resistant landscaping shall be provided and maintained within one hundred feet (100') of an exposed elevation of a structure. An exposed elevation is one or two sides of a structure that have direct exposure to unimproved open space areas, natural grasslands or agricultural lands.
 - d) Codes, covenants and restrictions shall be filed and recorded with the Contra Costa County Recorder prior to the sale of any residence requiring maintenance of any fire resistant landscaping on private property.
5. Viewshed Analysis. A viewshed analysis shall be required in conjunction with any request for development to ensure impacts from nearby public vantage points, as well as neighboring properties, are minimized to the maximum extent practicable.

B. Open Space/Green Belt/Resource Conservation Area:

1. Allowable Uses.

- a) Pittsburgh-Concord Greenbelt Buffer. No development shall be permitted within the green belt area, as required by General Plan policy 2-P-91.
- b) Open Space/Resource Conservation Areas. The land use regulations for open space areas not in a state of permanent preservation shall be the same as OS District, PMC section 18.58.020. Water storage tanks, trails and/or vehicular access roadways deemed necessary to provide adequate water supply and access to residential development areas shall be permitted.

2. Property Development Regulations. Property Development Regulations set forth in PMC 18.58.030 shall apply to all open space areas.

C. Site Development Standards Applicable to All Areas:

- 1. Trails. Subdivisions shall be designed to incorporate a pedestrian trail system to interconnect neighborhoods and provide safe routes to schools, parks, and public open space within a one-mile radius of the subdivision. All trails must have public access.
- 2. Fences and walls. In addition to the requirements of Section 18.84.205-235, fences and walls shall comply with the following:
 - a) Safety fences. Where barbed wire fences are used around the perimeter of designated open space areas within a project, a second fence shall be constructed on the developed side of the barbed wire to minimize potential injury to people.
 - b) Chain link. Chain link fences are prohibited on residential lots.
 - c) Retaining walls. All retaining walls shall be engineered and constructed of reinforced concrete or masonry, or interlocking modular block.
 - d) Entrance gates. Gates to residential neighborhoods that are intended to be opened only by residents and other designated users are prohibited.

- e) Single lot security gates. Where security gates are utilized for single estate lots, materials shall be visually permeable.

3. Outdoor lighting.

- a) Residential private lighting. All lights attached to buildings shall provide a soft “wash” of light against the wall and shall not spill onto adjacent properties. Other exterior lighting shall be designed and installed in such a manner that the light source is shielded from view off the site.
- b) Street lighting. All street lighting shall use “full cutoff” luminaires which allow no direct light emissions above a horizontal plane through the luminaires’ lowest light –emitting part (See Fig.2). Light poles and fixtures shall be of an ornamental type and low-level street lighting shall be used where feasible.



Fig. 3

- 4. Other Development Regulations. All other development regulations not covered by this master plan, shall be as prescribed in PMC Title 18, where appropriate.

Section 3. Design Review Guidelines

The Design Review Guidelines provided below are generally derived from existing General Plan policies and they are grouped into six main categories for ease of reference (with the applicable policies referenced in parentheses at the end of each guideline). The policies are intended to provide guidance for future plan review and development within the master plan area.

- A. Neighborhood and Subdivision Design
- B. Circulation
- C. Grading Design
- D. Fence and Wall Design
- E. Site Design, Architectural & Building Materials
- F. Landscaping

A. Neighborhood and Subdivision Design

1. Encourage hillside 'estate' development along the outer edges of the master plan area. 2-G-5
2. Encourage the use of flag lots with common driveways in sloped areas as a means of encourage terracing of buildings and minimizing roadway cut-and-fill (Fig.4). 4-P-16

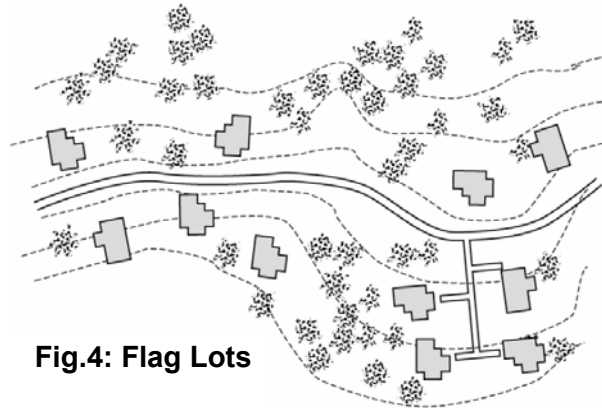


Fig.4: Flag Lots

Figure 4-4: Flag Lots

4. Design the layout of new park facilities in accordance with the natural features of the land. Where possible, preserve such natural features as creeks and drainage ponds, rock outcroppings, and significant topographic features. 8-P-9
5. Design diverse and distinctive neighborhoods that build on the patterns of the natural landscape and provide a sense of connection with surrounding uses. 4-G-17
6. Avoid placement of lots that allow the rear of homes to be viewed from public vantage points, such as parks, trails, roadways or open space areas. Where backyards may be visible from public view, provide additional screening by using natural slopes, berms and additional vegetation.
7. Vary building setbacks/orientations for new residential developments to reflect the natural contours of the hillside (Fig.5).
8. Development along the outer edges of the master plan should face outwards towards the rural landscape (preventing a solid wall of residential backyard fences). 4-P-7, 4-P-19
9. Encourage green building designs and techniques. Houses should be sited so that portions of the roofs would be suitable for solar collectors (roof should face within 15 degrees of true south).

10. Provide open space amenities such as a green belt, park and/or trails alongside ridges, creeks and/or storm drainage.
11. Utilize creeks and/or storm drainage as a shared natural community resource by incorporating them into the subdivision design and maximizing public access.
12. Protect unique environmental features, such as large rock outcroppings, mature trees, creeks and ridgelines, and incorporate them into the subdivision design. 4-G-4
13. Enhance views from individual residences by staggering lots (Fig.6).
14. Any large parcels with lot sizes greater than 10,000 square feet should be planned for those areas near ridges and in view sheds. Such lots should be designed with exclusive estate style homes that are placed to minimize grading while also providing some usable exterior living space around the house.
15. In terms of neighborhood design, reserve sites near ridges and in view sheds for unique, estate-style homes, with special effort given to provide unique design.

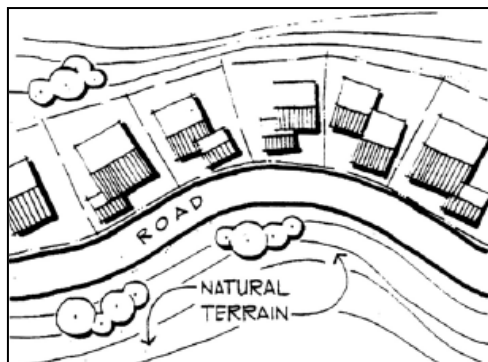


Fig. 5

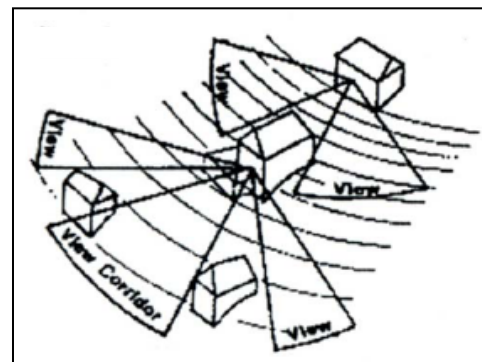


Fig. 6

B. Circulation

1. Prioritize pedestrian circulation. Develop linear parks, public trails and/or trailheads to connect pedestrians to schools, commercial centers, parks, other neighborhoods and local and regional open space areas, including those planned within the Concord Naval Weapons Station Reuse area. 8-G-3, 8-P-21, 2-P-90, 4-P-30
2. Ensure San Marco Boulevard is extended through the master plan area and through the future Bailey Estates Subdivision, to connect up to Bailey Road.

3. Maximize access for fire and emergency response personnel by providing through-roads and multiple connection points between neighborhoods. 2-P-27, 4-P-83
4. Provide on-street parking along hillside roads in parking bays where topography allows. 4-P-31
5. Allow streets with sidewalks on only one side in hillside areas where topography may be challenging. 4-P-85

C. Grading Design

1. Utilize geological hazard abatement districts (GHADs) in hillside areas to ensure that geotechnical mitigation measures are maintained over the long-term, and that financial risks are equitably shared among owners and not borne by the City. 10-P-11
2. Design new development on unstable slopes (as designated in General Plan Figure 10) to avoid potential soil creep and debris flow hazards. Avoid concentrating runoff within swales and gullies, particularly where cut-and-fill has occurred. 10-P-8
3. Limit grading of hillside areas over 30 percent slope (see General Plan Figure 10-1), to elevations less than 900 feet. 4-P-11
4. Design 'cut and fill' slopes visible to the general public to be contour rounded in order to replicate an un-graded natural terrain. Limit all engineered slopes to 3:1, unless an engineering geologist can establish that a steeper slope can perform satisfactorily over the long term. 10-P-3
5. Replant 'cut and fill' slopes with native, non-invasive species. 9-P-9, 10-P-3
6. Place manufactured slopes behind buildings where they will not be visible to the general public.
7. Design lots so that lot lines are at the top of slopes with adequate property line setback from the slope to provide for required vertical slope rounding.
8. Ensure driveways are constructed to be at least 20 feet long. For courtyard style developments without standard driveways, garage access aprons should be no longer than three feet. 4-P-16
9. Design concrete storm drainage ditches to blend with the surrounding environment by reflecting the predominant colors and textures of the surrounding

environment (examples include providing colored concrete or lining ditches with rocks or other natural materials). Screen ditches from lower elevations by building up the adjoining bench, to a slope of at least 5%.

10. Design slopes at the boundary of project areas to match the elevation of the approved grade of the adjoining property, outside of a project boundary. Where no approved map exists for an adjoining property, design projects to match the existing elevation of the adjoining property, outside the project boundary.

D. Site Design, Architectural & Building Materials

1. Permit second units (accessory dwellings) in single-family residential developments in accordance with State law. 2-P-17
2. When sloped lots are utilized, site structures so that the long axis of the building runs parallel with hillside contours (Fig.7) and the slope of roof lines and gables run parallel with the hillside slope (Fig.8).

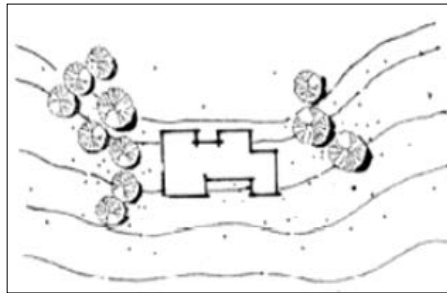


Fig. 7

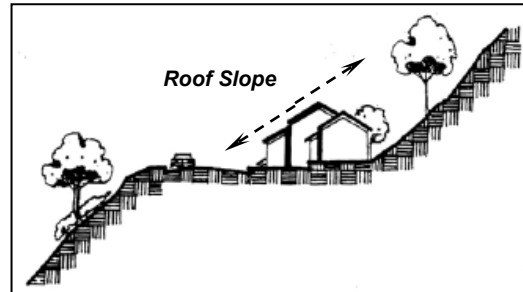


Fig. 8

3. Design driveways serving multiple parcels (flag lots or courtyards) to break up the long expanse of concrete with different materials, textures, or colors. Encourage the use of permeable materials such as grasscrete, grass, stone, stamped concrete pavers or decomposed granite for driveways (Fig.9)

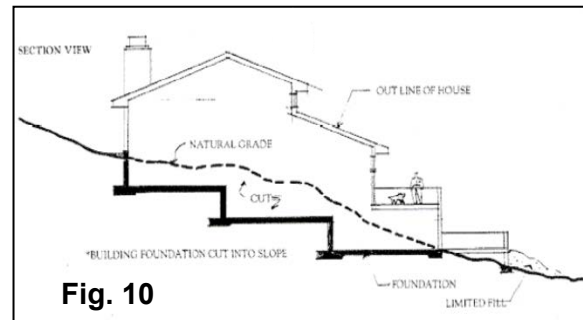


Fig. 9

4. Design buildings with natural looking materials that reflect the predominant colors and textures of the surrounding landscape.

5. Use darker earth tones for roofing colors to ensure they are less visible to adjacent or up-slope properties.
6. Encourage terrain-neutral colors for structures that are visible from major roadways or open space areas. White or light exterior colors with a reflection factor of more than sixty percent (60%) should not be used except as trim that constitutes no more than ten percent (10%) of the building surface. Codes, covenants and restrictions should be filed prior to the sale of any residence restricting future colors of structures to those in the approved color palette.
7. Avoid large expanse of flat, blank walls, especially on the downhill side of a downhill lot; this is also meant for side elevations, particularly on corner lots.
8. Break building massing and rooflines into smaller components. 4-P-3
9. 'Step' building forms to conform to site topography where appropriate. (Fig. 10)

10. Screen decks that extend out from a building with natural landscaping between the building wall and the outer skirt of the deck.



11. Provide a variety of home styles with a minimum of three exterior styles available for each model within each development phase. This is to be implemented by use of different architectural details and by varying building materials, roof slopes, window and trim treatments.
12. Large estate-style homes should include unique designs with 360-degree architecture, providing special attention to architectural details, materials and beautifying elements applied to all sides of the house, not just the front façade. Special design consideration should also be given to homes, as they could also be viewed from below and above.

E. Fence & Wall Design

1. Use natural looking building materials for fences and retaining walls in order to reflect the predominant colors and textures of the surrounding environment and to promote a rural feeling (Fig.11).



Fig. 11

2. Design fences/walls that abut designated rural open space areas to be visually permeable. Chain link fencing is discouraged. 4-P-7
3. Design fences and walls adjacent to arterials and collector streets to incorporate visual interest through variation in placement, use of planters, differing materials, use of natural materials, and modulation of the wall plane.
4. Break up retaining walls (e.g. undulating sections or landscaped screening), rather than one continuous blank wall (Fig. 12).
5. Build single retaining walls no taller than four feet (4') in height, where located within ten feet (10') of a public right-of-way. If additional height is necessary, build multiple walls (with landscaping in between) no taller than three feet (3') in height with minimum horizontal step-backs of three feet (3') between each wall segment (Fig. 13).

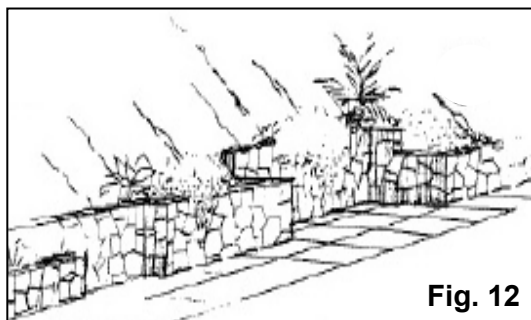


Fig. 12

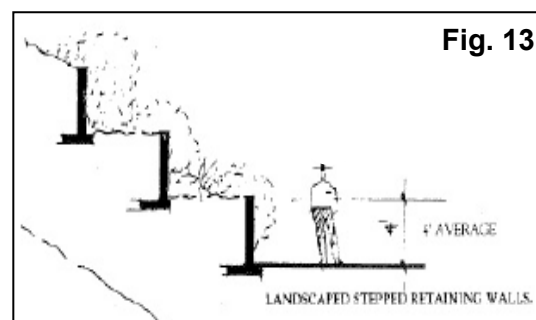


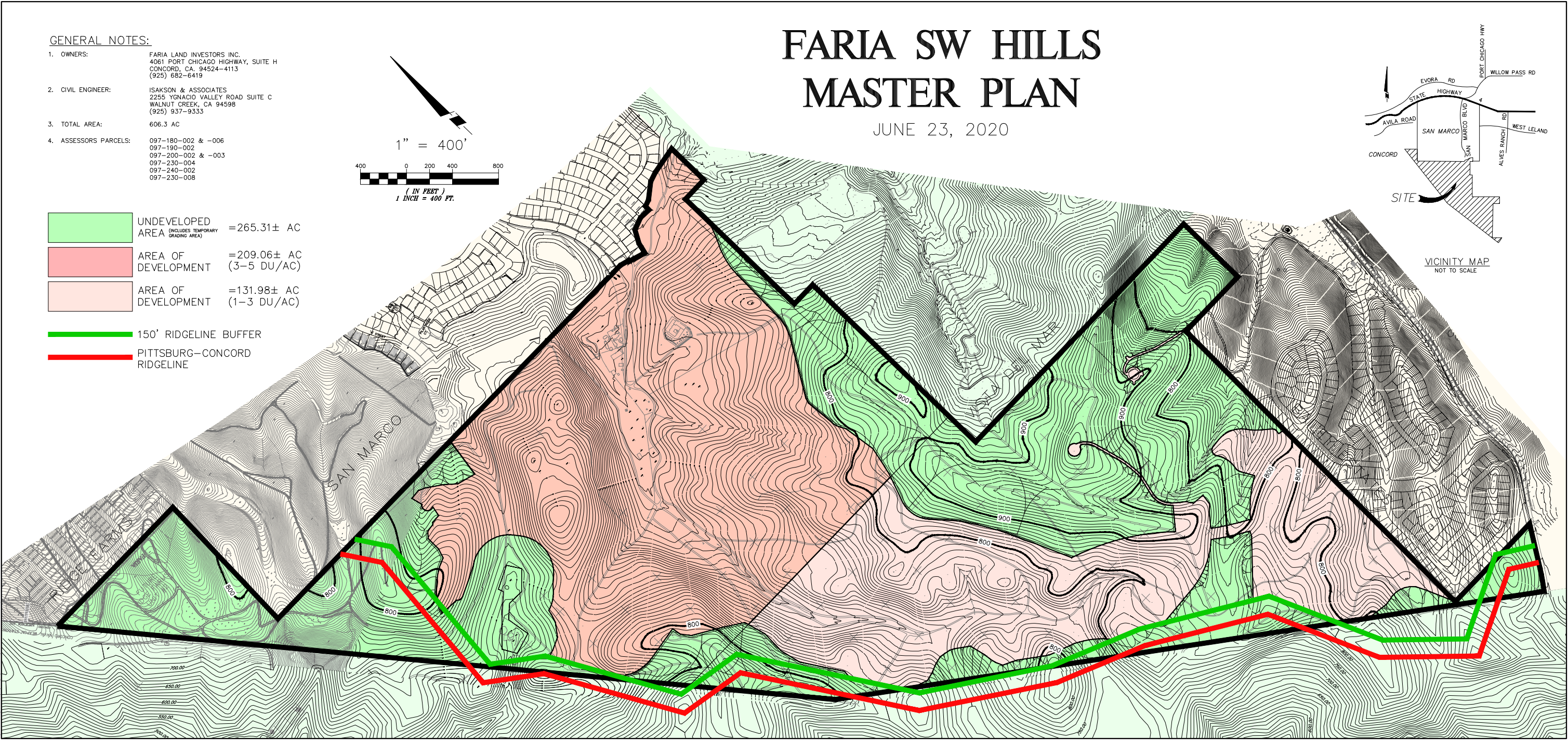
Fig. 13

F. Vegetation

1. Use irregular planting to achieve a natural and 'rural' appearance in landscape areas. 4-P-6
2. Plant native, non-invasive and fire resistant street trees, complimentary shrubbery and other vegetation along collector and arterial roadways consistent with the landscape ordinance. Street trees should be planted adjacent to the curb to provide a buffer between pedestrian sidewalks and vehicular streets. 4-P-85
3. Plant trees and other shrubbery to be individually spaced to allow for maintenance that would not form a means of transmitting fire from native growth to nearby structures. Limit the use of plants that develop large volumes of foliage and branches, deciduous bark, or dry undergrowth.

Section 4. Project Phasing & Subsequent Entitlements

After the project is annexed by the City of Pittsburgh, based on the zoning and density proposed as part of this Master Plan, the applicant would submit a Tentative Subdivision Map and detailed plans for Design Review approval to the City of Pittsburgh. It is also anticipated that a Development Agreement would be completed with the City of Pittsburgh.



Attachment 2
BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Approving a Development)
Agreement for the "Faria/Southwest)
Hills Annexation Project, AP-10-717")

ORDINANCE NO. 21-1485

The City Council of the City of Pittsburg DOES ORDAIN as follows:

WHEREAS, the Faria/Southwest Hills Annexation Project (proposed project) includes a General Plan amendment, change in rezoning designations, adoption of a Master Plan, approval of a development agreement, and initiation of annexation proceedings, for a 606-acre site located in the hills southwest of the existing city limits, including APN's 097-180-002, 097-180-006, 097-190-002, 097-200-002, 097-200-003, 097-230-008 & 097-240-002; and,

WHEREAS, in 2001, the current Pittsburg General Plan was adopted with a planned land use development pattern for the southwest hills (outside current city limits) that included a combination of Low Density Residential, Hillside Low Density Residential, and Open Space. The 2001 General Plan land use map for this specific area has not been amended since its initial adoption; and,

WHEREAS, on November 5, 2005, the voters of the City of Pittsburg approved a ballot initiative entitled, 'Measure P (City of Pittsburg Voter Approved Urban Limit Line and Rezoning Act)', which brought the entire 606-acre Faria project site into the new Urban Limit Line (ULL) boundary and rezoned the property to HPD (Hillside Planned Development) and OS (Open Space) Districts, consistent with existing General Plan residential and open space designations; and,

WHEREAS, on July 8, 2009, the Contra Costa Local Agency Formation Commission (LAFCo) approved an extension of the Pittsburg Sphere of Influence (SOI), as well as the Contra Costa Water District and Delta Diablo SOI's, to include the project site; and,

WHEREAS, on September 24, 2010, Louis Parsons, on behalf of Faria Land Investors, filed Annexation Application No. 10-717, requesting that the city initiate proceedings to annex the approximately 606-acre site into the municipal boundary, as well as the Contra Costa Water District and Delta Diablo service areas; and,

WHEREAS, in 2014, Application No.10-717 was amended to include a rezoning amendment to add an Interim Study Overlay (-S) District to the existing base rezoning designations in order to designate the site as an area where zoning regulations would remain under study until such time when the developer provided a development plan; and,

WHEREAS, in 2017, Application No. 10-717 was revised again to amend the rezoning designations on the site from HPD and OS, to RS-4-P (Single Family Residential, 4,000 square foot minimum lot sizes) and OS-P Districts, with a Master Plan Overlay (-P) in place of the previously proposed Interim Study Overlay (-S) District. The proposal was also amended to include a development agreement and General Plan mapping and text

amendments to ensure consistency with the proposed master plan; and,

WHEREAS, the proposed project is subject to the California Environmental Quality Act (CEQA), and the State CEQA Guidelines (Public Resources Code section 21080), and on February 22, 2021, the City Council adopted Resolution No. 21-13905, certifying an Environmental Impact Report (EIR) and adopting associated CEQA findings, Statement of Overriding Considerations (SOC) and Mitigation Monitoring and Reporting Program (MMRP); and,

WHEREAS, pursuant to Pittsburg Municipal Code (PMC) 18.44.020, the City Council adopted procedures and requirements for considering, adopting and reviewing development agreements on November 25, 1996, through Resolution No. 96-8371. Article V, Section A of City Council Resolution No. 96-8371 states that the Planning Commission shall hold a public hearing to consider the application for a development agreement and may make recommendations to the City Council concerning the application; and,

WHEREAS, on July 28, 2020, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 10154, recommending approval of the requested General Plan amendments, rezoning amendments (including adoption of the draft Master Plan), and development agreement for the Faria/Southwest Hills Annexation project; and

WHEREAS, pursuant to City Council Resolution No. 96-8371, the City Council may adopt an ordinance approving a development agreement if it finds that:

- 1) the development agreement is consistent with the General Plan and any applicable specific plan; and
- 2) the development agreement will promote the public health, safety, and general welfare.

WHEREAS, on August 24, 2020, the City Council scheduled a special meeting to consider the project; however, the meeting was cancelled, and the hearing continued to a date uncertain; and,

WHEREAS, on or before February 12, 2021, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020, a "Notice of Public Hearing" for the February 22, 2021, City Council public hearing on this item was published in the East County Times; posted at City Hall and in the "Public Notices" section of the city website; was mailed via first class or electronic mail to the applicant/property owner, all property owners and/or residents within 800-feet of the site, all local service agencies expected to provide future services to the site, and to individuals who had previously filed written request for such notice. In addition, the notice was also published on www.nextdoor.com ("Nextdoor") and was sent directly to all subscribed members in the following Nextdoor neighborhoods: Oak Hills South, San Marco, San Marco Villas, Toscana and Vista Del Mar; and,

WHEREAS, documents and other materials constituting the record of the proceedings upon which the City's decision and its findings are based, are located at the City of Pittsburg Planning Division, located at 65 Civic Avenue in Pittsburg; and,

WHEREAS, on February 22, 2021, the City Council held a public hearing on Planning Application No. 10-717 (GP, RZ, DA, ANNEX), at which time oral and/or written testimony was considered; and,

Section 1. Findings

A. Based on the evidence and oral and written testimony presented at the public hearings, and based on all the information contained in the Planning Division's files on the project, including but not limited to the EIR for the project and the City Council staff report entitled "Adoption of Three City Council Resolutions to: 1) Certify a Final EIR and Approve CEQA Findings, 2) Approve General Plan Amendments, and 3) Initiate Annexation, and Introduction and Waive First Reading of Two City Council Ordinances Amending Prezoning Designations, Including Approval of a Master Plan, and Approving a Development Agreement for the Faria/Southwest Hills Annexation Project, AP-10-717 (GP, RZ, DA, ANNEX)," dated February 22, 2021, the City Council finds that:

- 1) The Final EIR for the Faria/Southwest Hills Annexation project (SCH #2017032027), certified by the City Council on February 22, 2021 (Resolution No. 21-13905), was prepared in compliance with Public Resources Code Section 21000 et seq., and the State CEQA Guidelines Section 15000 et seq.. All impacts have been analyzed in the EIR prepared for this project, and the City Council has independently reviewed and considered the information contained therein, prior to approving the project.
- 2) The proposed development agreement is consistent with the General Plan, in that the project site is located in the Southwest Hills Subarea of the General Plan, and has been envisioned since the General Plan adoption in 2001 as accommodating a combination of Residential and Open Space uses, with a maximum of 1,500 residential units to be spread across the entire 607 acre site (see General Plan policy 2-P-96). The development agreement is also consistent with the Housing Element, specifically Housing Element Policy P-1.5, as the developer would be required to construct a minimum of 150 income-restricted accessory dwelling units. These units would allow extended families to live near each other, increase the City's affordable housing stock, and provide opportunities for homeowners to generate additional income.
- 3) The proposed development agreement will promote the public health, safety, and general welfare, in that it would help facilitate a greater amount of open space preservation in the southwest hills, then what was previously envisioned by the 2001 General Plan. The agreement would also require the developer to comply with additional measures above and beyond those required by the PMC, including (but not limited to): 1) construction of a minimum 150 rent-restricted accessory dwelling units throughout the future project to fulfill inclusionary housing obligation under Pittsburg Municipal Code (PMC) Chapter 18.86; 2) inclusion of at least 75 single-story houses spread throughout the future project; 3) payment of \$100,000 to expand the City's security camera network; 4) payment of a \$1,000,000 community benefit fee; 5) payment of \$50,000 to construct monument city entry signs; 6) installation of basic home security systems into each future house; and 7) annexation of the site into all applicable Community Facilities Districts (CFDs) for park

maintenance, off-site stormwater facilities, police and other emergency services, and fire facilities, fire safety and emergency services.

Section 2. Decision

Based on the findings and the authority set forth above, the City Council hereby approves a development agreement, as substantially presented in Exhibit "A" of this ordinance.

Section 3. Severability

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

Section 4. Publication

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a special meeting of the City Council of the City of Pittsburg held on February 22, 2021, and was adopted and ordered published at a meeting of the City Council held on March 15, 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Attachment 2a
Exhibit A to City Council Ordinance No. 21-1485

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Faria Land Investors, LLC
4061 Port Chicago Hwy., Suite H
Concord, CA 94520
Attention: Albert D. Seenoo, III

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attention: City Clerk

(Space Above This Line Reserved for Recorder's Use)

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF PITTSBURG, CALIFORNIA
AND
FARIA LAND INVESTORS, LLC
(Faria/Southwest Hills)**

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of the Effective Date between FARIA LAND INVESTORS, LLC, a California limited liability company (“**Developer**”), and the CITY OF PITTSBURG, a California municipal corporation (“**City**”), pursuant to California Government Code § 65864 *et seq.* The Effective Date is _____, 2021.

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted California Government Code § 65864 *et seq.*, which authorizes City to enter into an agreement with any person having a legal or equitable interest in real property regarding the development of such property.

B. Pursuant to California Government Code § 65865, City has adopted procedures and requirements for the consideration of development agreements (Resolution No. 89-7466). This Development Agreement has been processed, considered and executed in accordance with such procedures and requirements.

C. Developer has a legal interest in certain real property consisting of approximately 607 acres, as more particularly described in the **Exhibit A** attached hereto (the “**Property**” or “**Project**”), and as diagrammed in the attached **Exhibit A-1** (the “**Project Site**”). The Property is located within the spheres-of-influence for the City, Delta Diablo (“**Delta Diablo**”) and Contra Costa Water District (“**CCWD**”), and is within the City’s voter-approved Urban Limit Line (“**ULL**”).

D. Developer filed applications with the City requesting (1) initiation of annexation into the City, the CCWD service area and DDSD service area; (2) amendment of the pre-zoning designations of the Project Site from HPD (Hillside Planned Development) and OS (Open Space), to RS-4-P (Single Family Residential, 4,000 square foot minimum lot sizes) and OS-P Districts, with a Master Plan Overlay (-P) in place of the previously proposed Interim Study Overlay (-S) District; (3) approval of a master plan for the site which includes a land use map corresponding to the pre-zoning designations, development regulations, design review guidelines, and a general circulation system; (4) amendment of the General Plan to modify two goals and two policies relevant to the project site, remove an existing General Plan goal and seven policies related to development in the southwest hills, and change the existing General Plan land use patterns for the project site to match the master plan land use map; and (5) approval of this Development Agreement.

E. On July 28, 2020, the Planning Commission adopted Resolution No. 10154 recommending approval of the request for annexation initiation, pre-zoning amendments, master plan and development agreement as set forth in Recital D above.

F. On February 22, 2021, the City Council adopted Resolution Nos. 13906 and 13907 approving (1) the General Plan amendments requested for the project; and (2) a petition for annexation into the City, the CCWD service area and DDSD service area.

G. On _____, 2021, the City Council adopted Ordinance No. 21-1484 approving (1) amendment of the pre-zoning designations of the Project Site from HPD and OS to RS-4-P and OS-P Districts, with a Master Plan Overlay (-P) in place of the previously proposed Interim Study Overlay (-S) District; and (2) the Faria/Southwest Hills Master Plan. The approvals and development policies described in these Recitals, together with this Agreement, are collectively referred to herein as the “**Project Approvals**.”

H. City has determined that the Project presents certain public benefits and opportunities which are advanced by City and Developer entering into this Agreement. This Agreement will, among other things, require conditions of approval and other exactions resulting in:

1. Developer’s commitment that it will comply with PMC 18.86.080 by building at least 150 rental accessory dwelling units, as set forth in Section 3.09 of this Agreement.

2. The inclusion of the Project Site into the City’s existing Community Facilities District 2007-1 and the Citywide Lighting and Landscape District No. 88-01, at no cost to the City, in order to provide funding for certain landscape and lighting costs, as set forth in Section 5.06 of this Agreement. Developer shall fund all costs associated with annexation into CFDs.

3. The expansion of the City’s Southwest Pittsburg Geologic Hazard Abatement District (the “Southwest Pittsburg GHAD”) or the establishment of a new GHAD, at no cost to City or any GHAD, to provide for, among other things, geologic hazard abatement, maintenance of detention basins, grassland maintenance, fire protection, erosion control within portions of the project Site, as set forth in Section 5.05 of this Agreement.

4. The inclusion of the Project Site into the City’s existing police services Community Facilities District 2004-1, at no cost to the City, in order to provide for police and other emergency services to the Project Site, as set forth in Section 5.07 of this Agreement.

5. The inclusion of the Project Site into the City’s existing fire services Community Facilities District 2017-1, at no cost to the City, in order to provide emergency fire services to the Project Site, as set forth in Section 5.08 of this Agreement.

6. Payment of an In-Lieu Parkland Dedication Fee, as applicable and approved by the City, in order to fund the development of public park facilities, as more particularly set forth in Section 5.09 of this Agreement.

7. Contribution to the City of the sum of One Million Dollars (\$1,000,000) for improvements to existing community facilities, including but not limited to the California Theater as more particularly set forth in Section 3.15 below.

I. In exchange for the benefits to City described in the preceding Recital G and others set forth herein, Developer will receive by this Agreement assurances that it may proceed with the long term phased development of the Project in accordance with the “Applicable Law” (defined herein), and therefore desires to enter into this Agreement.

J. The City Council, after conducting a duly noticed public hearing, has found that this Agreement is consistent with the General Plan and has conducted all necessary

proceedings in accordance with the City's rules and regulations for the approval of this Agreement.

K. The City Council, on _____, 2021, at a duly noticed public hearing adopted Ordinance No. 21-1485, approving and authorizing the execution of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and obligations set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

"Administrative Agreement Amendment" shall have that meaning set forth in Section 7.02 of this Agreement.

"Administrative Project Amendment" shall have that meaning set forth in Section 7.01 of this Agreement.

"Affordable Housing Agreement" shall have that meaning set forth in Section 3.09 of this Agreement.

"Agreement" shall mean this development agreement.

"Applicable Fees" shall have that meaning set forth in Section 3.04 of this Agreement.

"Applicable Law" shall have that meaning set forth in Section 6.03 of this Agreement.

"Buildout" shall mean the City's issuance to Developer of the last certificate of occupancy required for any portion of the Project Site.

"Certificate of Annexation" shall mean the certification of completion of annexation issued by the Executive Officer of the Contra Costa County Local Agency Formation Commission.

"CEQA" shall mean the California Environmental Quality Act.

"Changes in the Law" shall have that meaning set forth in Section 6.07 of this Agreement.

"City" shall mean the City of Pittsburg, a California municipal corporation.

"Complaining Party" shall have that meaning set forth in Section 10.01 of this Agreement.

"Day" or **"days"** shall mean calendar day or calendar days.

"Default Notice" shall have that meaning set forth in Section 10.01 of this Agreement.

"Defaulting Party" shall have that meaning set forth in Section 10.01 of this Agreement.

"Deficiencies" shall have that meaning set forth in Section 9.02(a) of this Agreement.

"Developer" shall mean Faria Land Investors, LLC, a California limited liability company.

"Effective Date" shall have that meaning set forth in Section 2.01 of this Agreement.

"Fair Share" shall mean the proportionate share which the Developer, or other party, shall bear of the improvement, facility, or structure which is providing service to the Project, Developer or other party. The term "fair share" or similar terms used herein are not intended by the parties to this Agreement to impose a different or higher burden of proof on the City as to its fees, charges, or other exactions, than exists under applicable State or federal law.

"Funding Mechanisms" shall have that meaning set forth in Section 3.08 of this Agreement.

"General Plan" shall mean the local planning document adopted by the City of Pittsburg pursuant to Government Code section 65300 et seq., as may be amended from time to time.

"HCP" shall mean the East Contra Costa County Habitat Conservation Plan.

"Judgment" shall have that meaning set forth in Section 9.02(a) of this Agreement.

"LLD" shall have that meaning set forth in Section 5.06 of this Agreement.

"Non-Assuming Transferee" shall have that meaning set forth in Section 8.03 of this Agreement.

"Notice of Compliance" shall have that meaning set forth in Section 8.04 of this Agreement.

"Periodic Review" shall have that meaning set forth in Section 10.03 of this Agreement.

"Police Services District" shall have that meaning set forth in Section 5.07 of this Agreement.

"Project" shall have that meaning set forth in Recital D of this Agreement.

"Project Approvals" shall have that meaning set forth in Recitals A through G of this Agreement.

"Project Site" shall have that meaning set forth in Recital C of this Agreement.

"Public Improvements" shall have that meaning set forth in Article XI of this Agreement.

"Subsequent Approvals" shall mean those certain other land use approvals, entitlements, and permits other than the Project Approvals that are necessary or desirable for the Project. The Subsequent Approvals may include, without limitation, the following:

amendments of the Project Approvals, tentative subdivision maps, final subdivision maps, design review approvals, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, subdivision maps, PD Plans, rezonings, development agreements, permits, subdivisions and any amendments to, or repealing of, any of the foregoing.

“**Term**” shall have that meaning set forth in Section 2.02 of this Agreement.

“**Transfer Agreement**” shall have that meaning set forth in Section 8.02(a) of this Agreement.

If any capitalized terms contained in this Agreement are not defined above, then any such terms shall have the meaning otherwise ascribed to them in this Agreement.

ARTICLE II EFFECTIVE DATE; TERM

Section 2.01 **Effective Date**. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective (the “**Effective Date**”).

Section 2.02 **Term**. The term of this Agreement shall commence upon the Effective Date and continue for a period of thirty-five (35) years (the “**Term**”).

ARTICLE III OBLIGATIONS OF DEVELOPER

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:

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. Developer shall reserve the right to review any FRC Fee Study conducted by the City.

Section 3.03 **Water Infrastructure**. Developer shall comply with the current Water System Master Plan, as may be amended from time to time. Construction timing of required facilities shall be determined by the City Engineer.

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.

Section 3.05 **Applicable Fee Adjustments.** Developer shall pay fees and charges consistent with Section 3.04 above, and the applicable adjustments currently authorized with 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 the fees set forth in Sections 3.02, 3.03 and 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.

Section 3.06 **City Local Traffic Mitigation Fee.** Developer shall pay the City Local Traffic Mitigation Fee (LTMF), 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..

Section 3.07 **Regional Traffic Fee.** Developer shall pay the ECCRFA Regional Transportation Development Impact Mitigation Fee (PMC Chapter 15.102; 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 for the one year period ending Sept. 30 of the preceding year. 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 15.102 in the amount in effect when the Project commences pursuant to PMC Section 15.102.

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.

Section 3.09 **Affordable Housing.** Developer shall construct a minimum of 150 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 a 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 Pittsburgh Municipal Code Chapter 18.50. Location of all required accessory dwelling units within a phase shall be finalized prior to the City’s approval of such final subdivision map for such phase of the Project. Each accessory dwelling unit shall be at least three hundred (300) square feet in size and 200 cubic feet of storage and contain a fully functional kitchenette (including undercabinets with countertop, one (1) refrigerator, one (1) two or four burner range, one (1) oven, one (1) sink with garbage disposal and electrical receptacles for small appliances), as well as a separate closet for the bedroom area, a separate full bathroom and a separate entrance. 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 fees (building permit, sewer, water, traffic fees, etc.) associated with any accessory dwelling units under 750 square feet. In accordance with PMC 18.86.020(D)(1), construction of the 150 accessory dwelling units shall fully satisfy the project’s inclusionary housing obligations.

(a) **Affordable Housing Agreement.** 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.

(b) **Inclusionary Housing Ordinance.** Notwithstanding any provision of this Agreement, in the event that the City has rescinded its 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 accessory dwelling units Developer is obligated to construct, then the Affordable Housing Agreement shall be modified to provide for an equivalent reduction in the number of accessory dwelling units required to be constructed in the Project or elimination of the requirement.

Section 3.10 **C.3 Facilities.** The Developer shall submit a complete Stormwater Control Plan and Report for each phase of the Project. Developer may construct or participate in the funding of offsite C.3 facilities on land owned by the City or others, if available, provided

the construction of such off-site facilities is consistent with the then current Regional Water Quality Control Board permit and approved by the City Engineer. The C.3 treatment facility(ies) 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 determined that the runoff cannot be treated off-site, the Developer shall treat the runoff, or a portion thereof, onsite at a facility adequately sized and designed to meet the treatment and flow control needs. The treatment facility(ties) shall be constructed with each respective phase of the project, as approved by the City Engineer in writing. Should the C.3 regulations be revised in the future such that the size of the facilities may be decreased, Developer shall have the right to reduce the size of the proposed facilities following written approval by the City Manager and may seek entitlements to develop the eliminated property(ies). Any allowed offsite facilities constructed for compliance with C.3 provisions shall be completed prior to the final inspection or certificate of occupancy required for the last phase of construction.

Section 3.11 **Security Improvements.**

(a) Developer shall pay to the City the actual cost incurred by the City (not to exceed an amount equal to One Hundred Thousand Dollars [\$100,000] increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2021 reflecting 2020 increases) towards funding the acquisition and installation of security camera(s) in the southwest Pittsburg area. The security cameras will be installed at the discretion and 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 a basic home security system in the Project homes (defined herein as, at a minimum, entry sensors on the first-floor windows and doors, as well as any required appurtenances necessary for proper function, including but not limited to base stations and keypads). Developer shall provide one year of professional monitoring service to new homeowners. The monitoring service shall be at the election of the new homeowner.

Section 3.12 **School Facilities Impact Mitigation.** Developer shall pay in lieu school impact fees in accordance with Government Code §§ 65995 et seq.

Section 3.13 **Installation of Full Trash Capture Devices.** Developer shall install full trash capture devices in all inlets within the project site that discharge directly to the City's storm drain conveyance system without prior treatment. The full trash capture device installed shall be chosen from the State Water Board's approved list of devices.

Section 3.14 **Single-story homes.** Developer agrees that at least five percent (5%) of the single-family homes within the Project shall be single story. The design and amenities of the single-story homes shall be consistent with the remaining homes in the Project.

Section 3.15 **Community Benefit Payment.** Prior to the issuance of the 100th development permit (including but not limited to grading and building permits), or within two (2) years of issuance of the first development permit, whichever comes first, Developer shall contribute the sum of One Million Dollars (\$1,000,000) to the City for improvements to existing

community facilities including, but not limited to, the California Theater. The location and scope of improvements shall be at the sole discretion of the City.

Section 3.16 **Monument Signs.** Within three hundred and sixty (360) days from the issuance of the Certificate of Annexation, Developer shall, at a cost not to exceed Fifty Thousand Dollars (\$50,000.00), install decorative non-electronic monument signs identifying entry into the City of Pittsburg at the following locations: (i) Southside of State Route 4, west of the San Marco Villas apartments; (ii) East side of Bailey Road, on APN 092-030-011; and (iii) East side of Kirker Pass/Railroad Avenue, north of the Pittsburg City limits. The City shall determine the final design and location of the monument signs in its sole discretion and shall procure the land (fee title or easement) where the monument signs will be installed, if necessary. The City shall promptly review and process the proposed signage plans submitted by Developer and agrees that such signs shall all be similar in size and style. The City shall reserve the right to dedicate the entire amount to the installation of fewer than the three signs noted above, and neither the Developer or City shall be obligated to install any further signage.

Section 3.17. **Interconnection Point.** Upon receipt by Developer of a written notice from the City of an interconnection point near the Project, Developer shall install the necessary conduit within the Project joint trenches to allow for the installation of necessary electrical infrastructure to be installed, operated and maintained by the Pittsburg Power Company (PPC). All electrical service to the Project will be provided by the PPC. Nothing herein shall limit or delay Developer from proceeding with development of its Project.

Section 3.18. **Enhanced Infrastructure Financing District (“EIFD”).** City may, at its sole discretion, pursue the establishment of an EIFD within the City as a mechanism for, among other things, funding infrastructure improvements within the City that serve the Project and may also serve other properties. Developer agrees to use its best reasonable efforts to support the City’s establishment of an EIFD provided such EIFD does not increase the applicable tax rate for the Project.

Section 3.19. **Establishment of maintenance or similar types of districts.** Upon establishment by the City of maintenance or similar types of districts to help fund the maintenance of Project specific infrastructure, Developer shall agree to annex any then undeveloped portion of the Project into said districts. Nothing herein shall prohibit Developer from reviewing, commenting on or opposing the proposed assessments associated with the establishment of such districts.

Section 3.20 **Complete Streets.** Developer shall ensure all improvements to public streets are developed and designed pursuant to Contra Costa Transportation Authority’s (CCTA) “complete streets” guidelines.

Section 3.23 **Mitigation Measures.** Developer shall implement, at its sole cost, all mitigation measures contained within the final Mitigation Monitoring and Reporting Program (“MMRP”) adopted by the City Council on February 22, 2021.

ARTICLE IV OBLIGATIONS OF CITY

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.

Section 4.02 Availability of Public Services.

(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.

(b) **Construction Water.** City shall make construction water available to the Project 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 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.

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, force majeure, 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.

Section 4.04 Reimbursement of Infrastructure Costs.

(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.

(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 to 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.

Section 4.05 Park In-Lieu Fees. Developer and City agree that the park in-lieu fee amount will be Ten and 89/100ths Dollars (\$10.89) 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 2021 reflecting 2020 increases.

ARTICLE V COOPERATION — IMPLEMENTATION

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:

(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 be adopted subsequent to the Effective Date of this Agreement.

(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.

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.

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.

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.

Section 5.05 Southwest Hills Geologic Hazard Abatement District (GHAD).

Developer agrees to take all steps necessary to either expand the existing Southwest Pittsburg Geologic Hazard Abatement District (the "Southwest Pittsburg GHAD") or to establish a new GHAD, at no cost to 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 the Project Site. City shall cooperate with Developer in these efforts. Unless otherwise required by law, the parties intend that the Project Site will be assessed by the Southwest Pittsburg GHAD or a new GHAD upon the respective GHAD's acceptance of the GHAD Area identified in the Project Approvals.

Section 5.06 Lighting and Landscaping District.

(a) Developer agrees to annex the Project Site 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.

(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.

Section 5.07 Police Services CFD. Developer agrees to annex 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.

Section 5.08 Fire Services CFD. Developer agrees to annex the Project Site into the City's existing fire protection services Community Facilities District 2017 1, as adopted pursuant to Resolution No. 17-13311 (the "**Fire Facilities and Fire Safety and Emergency Services District**") at no cost to the City, in order 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. This annexation process shall be completed, to the reasonable satisfaction of the City Manager and the City Attorney, for each

phase of the development after the recordation of a final map for such phase and prior to issuance of the first building permit in such phase. Each legal residential lot located on the Project Site will be required to pay the levy by the Fire Services District no earlier than the issuance of a building permit for such lot.

Section 5.09 **Parkland Dedication In-Lieu Fee.** Developer shall meet their Park Dedication requirements with either a dedication of land or payment of an in-lieu fee, or combination of both in accordance with PMC 17.32.020 Park Dedication.

Section 5.10 **Assessment Districts or Other Funding Mechanisms.**

(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.

(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.

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.

ARTICLE VI

STANDARDS, LAWS AND PROCEDURES GOVERNING THE PROJECT

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.

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.

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.

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.

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.

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

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.

Section 6.08 **Timing of Project Construction and Completion.**

(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. However, Developer shall substantially complete construction of any approved off-site improvements that were a part of any phase of the project that received permits for construction, or bond for such improvements, to the satisfaction of the City Engineer, prior to Developer commencing construction of any subsequent phases of the project. 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.

(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.

(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.

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, collection of the Regional Transportation Development Impact Fee.

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.

ARTICLE VII AMENDMENT

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:

(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.

(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.

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:

(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.

(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.

(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.

ARTICLE VIII ASSIGNMENT, TRANSFER AND NOTICE

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.

Section 8.02 **Transfer Agreements.**

(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.

(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) increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2021 reflecting 2020 increases and 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.

(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.

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.

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.

ARTICLE IX COOPERATION IN THE EVENT OF LEGAL CHALLENGE

Section 9.01 Cooperation.

(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.

(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.

(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.

Section 9.02 **Cure; Reapproval.**

(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:

(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.

(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 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.

(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.

ARTICLE X DEFAULT; REMEDIES; TERMINATION

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.

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).

Section 10.03 **Periodic Review.**

(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 2021 reflecting 2020 increases. Such Periodic Review Fee shall only be paid in the years in which a Periodic Review is actually conducted.

(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.

(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.

(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.

(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.

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 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 13.09, 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.

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.

Section 10.06 California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

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.

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.

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.

ARTICLE XI NO AGENCY, JOINT VENTURE OR PARTNERSHIP

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.

ARTICLE XII SUBSEQUENT APPROVAL REVIEW, TRAIL CONNECTIONS, SCHOOL JURISDICTION

Section 12.01 **Review of Subsequent Approval Entitlement Applications.** City and Developer agree that the Project shall encourage hillside 'estate' development to the greatest extent possible in an effort to maximize property values and create a diverse housing product in the City of Pittsburgh. The Developer has proposed a base zoning designation of

RS-4 (Single Family Residential, 4,000 square foot minimum lot size) and the corresponding development standards as outlined in the Master Plan to allow for a certain amount of flexibility in development of the hillside areas. The Parties further acknowledge the importance of review of Subsequent Approvals by the City Council. As such, the Parties agree that the City Manager may, at his/her discretion, elect to have to any entitlement application(s) necessary for Subsequent Approvals related to the Project brought before the Planning Commission also be brought before the City Council, and that the City Manager may take all necessary steps, including but not limited to, filing any appropriate documentation, to implement this section.

Section 12.02 **Trail Connections.** Developer acknowledges that East Bay Regional Park District ("EBRPD") anticipates creating a Concord Hills Regional Park ("Regional Park") adjacent to the Property. Developer shall provide one or more trails and one or more staging areas within the Project which will be designed to connect with the Regional Park trail network west of the Project should one be developed. The location, size and timing of the construction of such trail(s) and staging area(s) will be subject to City approval and coordination with EBRPD.

Section 12.03 **School District Jurisdiction.** At no cost to Developer, Developer shall support and cooperate with any effort made by the Pittsburg Unified School District and the Mt. Diablo Unified School District to amend the school district boundaries for the Project.

Section 12.04 **Active Transportation Plan.** Developer shall comply with the guidance and provisions of the current Pittsburg Active Transportation Plan, as may be amended, in its build-out of the Project.

ARTICLE XIII MISCELLANEOUS

Section 13.01 **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.

Section 13.02 **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.

Section 13.03 **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.

Section 13.04 **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.

Section 13.05 **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.

Section 13.06 **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.

Section 13.07 **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.

Section 13.08 **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.

Section 13.09 **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:

If to City, to: City Manager
City of Pittsburg
Civic Center
65 Civic Avenue
Pittsburg, CA 94565-2830

With Copies to: City Attorney
City of Pittsburg
Civic Center
65 Civic Avenue
Pittsburg, CA 94565-2830

If to Developer, to: Albert D. Seeno, III
Faria Land Investors, LLC
4061 Port Chicago Hwy, Suite H
Concord, CA 94520

With Copies to: Faria Land Investors, LLC
Attn: Legal Department
4061 Port Chicago Hwy., Suite H
Concord, CA 94520

Section 13.10 **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

Section 13.11 **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.

[SIGNATURES FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the day and year first above written.

CITY:

CITY OF PITTSBURG,
a California municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

DEVELOPER:

FARIA LAND INVESTORS, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION

(To follow.)

DRAFT

EXHIBIT A-1

PROJECT SITE DIAGRAM

(To follow.)

DRAFT

EXHIBIT B
APPLICABLE FEES

(To follow.)

DRAFT

EXHIBIT C

AFFORDABLE HOUSING AGREEMENT

(To follow.)

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