CITY OF PITTSBURG
AGENDA

MARCH 01, 2021

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

AMENDED AGENDA – CLOSED SESSION START TIME ONLY

CLOSED SESSION
5:00 P.M.

REGULAR MEETINGS
7:00 P.M.

CITY COUNCIL
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.

The City of Pittsburg thanks you in advance for taking all precautions to prevent the spread of the COVID 19 virus.

AUDIENCE REMARKS

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

5:00 P.M. - CONVENE IN CLOSED SESSION

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

3. Red Cross Month
   World Down Syndrome Day
   Cesar Chavez Day
   Rosie The Riveter

CITY MANAGER REPORTS/REMARKS

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

PUBLIC COMMENTS

See Public Advisory.

COMMITTEE REPORTS

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

CITY COUNCIL 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).

This is a public hearing on a request initiated by the Economic Development Department requesting City Council 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. The site totals less than three acres in size and is located along the northern side of Frontage Road, between Dover Way and Chelsea Way. Assessor's Parcel No. (APN) 087-227-001. Development of the site is not proposed at this time. On January 26, 2021, the Planning Commission considered the draft negative declaration and approved Resolution No. 10163, recommending approval of the proposed General Plan amendment and rezoning.

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

   City Council approval is required for staff to proceed in a grant application to the Statewide Park Development and Community Revitalization Program Grant Funds for the City Park Renovation Project.

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

   Five (5) openings exist on the Planning Commission and four (4) openings exist on the Community Advisory Commission. The City has advertised for all openings and received applications. All applicants were invited to interview with the City Council on February 1 and sixteen (16) applicants total were interviewed at that time.

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

   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.

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

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

   The Pittsburg Power Company (PPC) provides retail electricity and natural gas services on Mare Island, Vallejo in the name of Island Energy (IE). PPC has an existing general engineering support services contract (Contract) with Gas Transmission Systems, Inc. (GTS) for IE's natural gas distribution system operations. With the pressing needs for engineering support to the Mare Island Causeway Bridge Repair Project (Project) and assistance to regulatory requirements, PPC seeks adoption of the first amendment and an increase to the Contract by $200,000 for the remainder of the term.

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

    Pittsburg Power Company (PPC), a joint powers authority, provides retail utility electric and natural gas services on Mare Island, Vallejo in the name of Island Energy (IE). IE receives its electrical energy supply services exclusively from the Western Area Power Administration Sierra Nevada Region, a Federal agency (WAPA). IE's current Base Resource Contract with WAPA expires December 31, 2024. IE proposes to reserve long-term Base Resource energy by entering into a renewal of the Western Area Power Administration Sierra Nevada Region Contract for Electric Service Base Resource (Contract) beginning January 1, 2025 and continuing through December 31, 2054.

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 January 19 and February 1, 2021, the City Council considered and voted 3-2 to introduce and waive first reading of an ordinance approval of a zoning amendment establishing a limited overlay district to allow a 'Food and Drug Processing' use with limitations exclusively for commercial cannabis businesses at 1416 Bobo Court (APN: 088-570-009). The Ordinance is being brought back before the City Council for adoption.

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

    The City's Th!nkPittsburg public WiFi network provides free public wireless internet in Old Town Pittsburg, along the Pittsburg Promenade, and at the Pittsburg Marina. The 27-month Consulting Services Agreement and Lease Agreement will allow for the maintenance and expansion of the wireless network.

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 March 15, 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

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
ABAG	Merl Craft / Holland White Alternate	Standing	Annual	G. Evans
Delta Diablo**	Juan Banales / Shanelle Scales-Preston Alt.	Standing	2nd Wednesday	R. Abono
East Co. Co. County Habitat Conservancy	Juan Banales / Jelani Killings Alternate	Standing	Monthly	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	2nd Thursday	J. Hecht
Tri-Delta Transit (2 reps)***	S. Scales-Preston & Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	J. Hecht

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

SUBCOMMITTEES	COUNCIL MEMBER(S)	TYPE	MEETS	STAFF
CAC CDBG Subcommittee	S. Scales-Preston & Jelani Killings / Holland White Alt.	Standing	As needed	M. Aliotti
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	2nd and 4th Tuesdays
Community Advisory Commission	1st Wednesday

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

AMERICAN RED CROSS MONTH
MARCH 2021

WHEREAS, every year, the American Red Cross, the largest humanitarian organization in the world, responds to an average of more than 62,000 disasters across the country, from small home fires to massive disasters; and

WHEREAS, last year's large crises included overwhelming mudslides in California, an earth-shattering volcano eruption in Hawaii, ravaging wildfires in California and Colorado, destructive hurricanes in Florida and the Carolinas, and a devastating typhoon in U.S. territories; and

WHEREAS, thousands of American Red Cross volunteers provided emotional support and around-the-clock shelter for disaster victims, served millions of meals and snacks with community partners, collected 40 percent of the nation's blood, taught skills that save lives; provided international humanitarian aid, and supported military members and their families; and

WHEREAS, through its Home Fire Campaign that began in October 2014, the American Red Cross has worked with fire departments and community partners across the country to install at no-cost to the residents more than 1.5 million smoke alarms, made more than 648,000 households safer and saved 511 lives. During the past year, the American Red Cross Bay Area responded to 838 home fires, installed 10,605 free smoke alarms, made 3,403 households safer and helped save lives; and

WHEREAS, last year in Contra Costa County, besides responding to 109 local disasters, the American Red Cross has a long history of helping our neighbors by teaching First Aid, CPR & AED to 6,595 enrollees and Aquatic & Water Safety to another 2,173. We also assisted 1,393 military families and collected 16,025 units of blood from our generous blood donors; and

WHEREAS, March is American Red Cross Month, a special time to recognize and thank the American Red Cross volunteers, partners and donors who give of their time and resources to deliver help and hope to members of the community; and

WHEREAS, the American Red Cross applaud our heroes here in Contra Costa County who gave 43,495 hours to assist our neighbors when they needed a helping hand and dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on volunteers and the generosity of the public to perform its mission.

NOW, THEREFORE, I, Merl Craft, Mayor of the City of Pittsburg, on behalf of the entire City Council, do hereby proclaim March 2021 as Red Cross Month and encourage all Americans to support this organization and its noble humanitarian mission.

Merl Craft, Mayor

ATTEST:
Alice E. Evenson, City Clerk

March 6, 2021

City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

PROCLAMATION

WORLD DOWN SYNDROME DAY
"CONNECT with ME"
MARCH 21, 2021

WHEREAS, there are an estimated 6 million people with Down Syndrome in the world today; and

WHEREAS, people with Down Syndrome deserve fundamental human and civil rights and yet in many countries people with Down Syndrome are still not afforded those rights; and

WHEREAS, despite dramatic increases in lifespan and intellectual ability, in the U.S. there is still much work to be done regarding the rights to equality, inclusion, education, medical care, research, and support for people with Down Syndrome in the U.S. and abroad; and

WHEREAS, starting with Singapore in 2006, the date 3-21 has come to represent 3 copies of chromosome 21 (hence 3-21) and has developed into a movement to celebrate and value people wth Down Syndrome around the world; and

WHEREAS, through public awareness, we celebrate the hard work and progress made by parents, self-advocates, medical professionals, researchers, educators and many non-profit organizations all over the world in their efforts to educate the public; and

WHEREAS, in 2021 we encourage people with Down Syndrome to tell the world "CONNECT with ME."

NOW, THEREFORE, I, Merl Craft, Mayor of the City of Pittsburg, on behalf of the entire City Council, do hereby proclaim March 21, 2021 as World Down Syndrome Day in the City of Pittsburg and urge all members of the community to participate in learning activities to raise public awareness of Down Syndrome.

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

March 21, 2021

City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

PROCLAMATION

CESAR CHAVEZ DAY
MARCH 31, 2021

WHEREAS, pursuant to Senate Bill No. 1373, approved on September 28, 1994, by the Governor of California, providing that there shall be a holiday known as "Cesar Chavez Day;" and

WHEREAS, Cesar Chavez Day is in commemoration of the history of the farm labor movement in the United States and particularly therein of Cesar Chavez; and

WHEREAS, in March 2021, the Los Medanos Community College will recognize the importance of this holiday by presenting the Twenty-Sixth Annual Cesar Chavez Recognition Award to a member of our community; and

WHEREAS, Los Medanos Community College invites the communities of Contra Costa County to join with them in the observance of said holiday.

NOW, THEREFORE, I, Merl Craft, Mayor of the City of Pittsburg, on behalf of the entire City Council, do hereby proclaim March 31, 2021 as Cesar Chavez Celebration Day in the City of Pittsburg and urge all members of the community to participate in learning about the role of this great humanitarian.

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

March 31, 2021

City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

PROCLAMATION

RECOGNIZING AND CELEBRATING ROSIE THE RIVETERS ON THE OCCASION OF THE CONGRESSIONAL GOLD MEDAL HONORING THEIR SERVICE TO THE NATION MARCH 21, 2021

WHEREAS, the Rosie the Riveters of World War II helped our nation win World War II and changed the way our country thinks about women in the workplace; and have brought great pride to Contra Costa residents and others around the country through their dedication; and

WHEREAS, through their commitment to hard work in home front factories, these women demonstrated that women could do the jobs that were often reserved for men, setting a lasting example and inspiration for future generations; and

WHEREAS, acts such as awarding the Congressional Gold Medal and inducting the Rosies into the U.S. Department of Labor Hall of Honor recognize and celebrate the invaluable contributions they made and societal changes they inspired; and

WHEREAS, the Rosies continue to embody the "We Can Do It" spirit by dedicating their lives to service and demonstrating that the choice of professional opportunities to work is and should be gender neutral, thus making a lasting impact on young girls and women; and

WHEREAS, the City of Pittsburg acknowledges that Rosies have shown courage, sacrifice and made immense contributions to our nation and, until recently, have not received the deserved recognition for their heroic World War II service; and

WHEREAS, the residents of the City of Pittsburg express our deep appreciation of the Rosies and celebrate the awarding of the Congressional Medal to them; and

WHEREAS, we encourage the recognition of the Rosies in the City of Pittsburg as a way to honor and celebrate their important contributions and to inspire future generations to follow their example of dedicated service.

NOW, THEREFORE, I, Merl Craft, Mayor of the City of Pittsburg on behalf of the entire City Council, hereby support the designation of March 21 as a federally recognized national day to honor all Rosie the Riveters in recognition of their tremendous service to our country.

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk
March 1, 2021

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 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).

MEETING DATE: March 1, 2021

EXECUTIVE SUMMARY

This is a public hearing on a request initiated by the Economic Development Department requesting the City Council 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. The site totals less than three acres in size and is located along the northern side of Frontage Road, between Dover Way and Chelsea Way. Assessor's Parcel No. (APN) 087-227-001. Development of the site is not proposed at this time. On January 26, 2021, the Planning Commission considered the draft negative declaration and approved Resolution No. 10163, recommending approval of the proposed General Plan amendment and rezoning.

FISCAL IMPACT

There is no fiscal impact related to the proposed project. Future development of the site would potentially generate additional General Fund revenues; however, no development is proposed at this time.

RECOMMENDATION

Staff recommends the City Council open the public hearing, take public comment, close the public hearing and then:

1. Adopt a resolution adopting a Negative Declaration and General Plan Land Use Map Amendment; and

2. Introduce, waive further reading and pass to second reading an ordinance amending the establishing a zoning designation of CC (Community Commercial) District on the project site.

BACKGROUND

The approximately three-acre area was previously excess right-of-way that was conveyed to the City by Caltrans. While the property maintains a General Plan Land Use designation of "Park," it currently does not have a zoning designation applied. The western portion of the property houses the Dover Well pump station, which was recently renovated.

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.

On January 26, 2021, the Planning Commission considered the draft negative declaration and approved Resolution No. 10163, recommending approval of the proposed General Plan amendment and rezoning.

Project Site: The project site is owned by the City of Pittsburg and is an undeveloped parcel that is long and narrow, with 15 utility poles and multiple utility easements running across the site. The site is generally flat with an approximate elevation of 50 feet. The site is un-landscaped with ruderal vegetation and three existing trees are located toward the center of the site along the sound barrier.

The surrounding neighborhood includes residential land uses, governmental and quasi-public land uses, and open space. State Route 4 is north of the project site and further north of the site and State Route 4, are the Belmont Apartment Homes, a small convenience store, and a PG&E substation. To the east of the site is the Los Medanos Elementary School and single-family residences. To the south of the site is Frontage Road and further south are single family residences. To the west of the site is a 1,000-foot-wide PG&E utility corridor and beyond that are single-family homes. The Contra Costa Canal is located approximately 0.6 mile southwest of the project site and the Pittsburg Center Bay Area Rapid Transit (BART) station is located approximately 0.7 mile east of the site.

Proposed Project: The proposed project would re-designate a majority of the site's General Plan land use from Park to Community Commercial, and would also apply a new zoning designation (where none currently exists) of CC District to the site (see attached for a map of existing vs proposed general plan and zoning designations).

While no development project is proposed at this time, approval of the mapping changes would allow for the potential future construction of the site. As discussed under the "Existing Conditions" section above, utility easements and parcel size/shape constraints would limit development options and as such, it is assumed that no habitable structures could be constructed on the site. Uses that could work on the site might include minor utilities or telecommunication facilities, electronic billboards, or small structures such as an automated teller machines (ATM) or reverse vending machines. A large portion of the site is envisioned to be developed with a 12-foot wide Class I bicycle trail, running from Chelsea Way to Dover Way, providing a connection to the existing trail that extends to the Pittsburg Center BART Station. The construction of this bicycle trail would further limit future development on the project site.

General Plan Amendment: The requested General Plan amendment would require modification to General Plan Figure 2-2 (Land Use Diagram) and Figure 2-4j (West Leland Subarea), and would remove the designation of *Park* from the subject property and replace it with the *Community Commercial* land use designation on the mapped portion of APN: 087-277-001. It should be noted that the remnant 0.11-acre portion near the northwest corner of the project site that is not a part of the mapped parcel does not currently have any General Plan designation, but would also be assigned the Community Commercial designation. The proposed land use amendment would potentially facilitate the buildout of a Class I trail along Frontage Road, consistent with the General Plan's Land Use Framework Guiding Principles, which call for increased connectivity between neighborhoods.

The modification to the land use designation for this property is consistent with General Plan Goal 2-G-6, which encourages the City to, "[m]aintain programs and provide incentives for use of vacant infill land and reuse and revitalization of underutilized sites." The modification would also further the implementation of General Plan policy 6-P-14, which calls for establishing an inventory of ready-to-go non-residential sites, complete with zoning, infrastructure, and environmental clearances, as well as policy 6-P-15, which calls for consideration of opportunities for enhancement in order to fund the various economic development initiatives outlined in the Economic Development Element of the General Plan.

Prior to approval of a General Plan amendment, Government Code section 65358 requires the City Council find that the amendment is in the public interest.

Rezone: The subject site, including both the mapped and unmapped portions, do not currently maintain any zoning designation. The proposed rezone would, in effect, establish the initial zoning designation for the site. The CC District zoning would be consistent with the Community Commercial General Plan land use designation. Pursuant to Pittsburg Municipal Code 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.

Prior to approval of a zoning map amendment, Pittsburg Municipal Code (PMC) section 18.48.030 requires the City Council find that: 1) the proposed amendment is consistent with the objectives, policies, general land uses, and programs specified in the General Plan; 2) a community need is demonstrated for the proposed amendment; and 3) adoption of the proposed amendment would be in conformity with public convenience, general welfare, and good zoning practice.

Environmental Review: The proposed project is subject to the California Environmental Quality Act (CEQA), and the State CEQA Guidelines (Public Resources Code section 21080). Pursuant to the provisions of the State CEQA Guidelines, City staff prepared an Initial Study for this proposed project. Based on the analysis in that 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 distributed to the public on November 25, 2020, for a 30-day review, in accordance with the CEQA requirements.

Public Notice: 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").

SUBCOMMITTEE FINDINGS

This item was not presented to a Subcommittee. However, 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.

STAFF ANALYSIS

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 would represent the maximum extent of what could be constructed on the site, staff believes that the proposed zoning amendment would be in conformity with public convenience, general welfare and good zoning practice. Facilitating development of a long-standing vacant site would help to eradicate existing problems that come with vacant sites, such as illegal dumping. As more thoroughly described in the Initial Study, the project being considered does not propose development, and thus, would not create any significant impacts.

Staff believes the proposed General Plan amendment would be in the public interest, as the proposed land use change would facilitate the use of the vacant parcel and help the City achieve its economic development objectives, as described above. At the same time, due to the existing utility easements and underground infrastructure, development of a residential use or commercial building would be preempted, thereby eliminating the potential for significant traffic, noise, or other impacts, nor would it necessitate additional public services or strain existing services. Uses such as minor utilities, telecommunication facilities, or small structures could be constructed on the site and would have the smallest footprints on the site compared to other developments typically allowed under the Community Commercial designation.

For the reasons noted above, staff also believes the proposed zoning map amendment is consistent with the objectives, policies, general land uses and programs specified in the General Plan. Development of the parcel in the future would directly address a community need, specifically revenue generation to support economic development, which is one of the overarching goals that has been vocalized for several years, and most recently during the City Council goal setting workshops and Envision Pittsburg forums. Potential revenues generated by the leasing of this site for items such as communications and other infrastructure would go directly to economic development activities.

The amendment proposed would be in conformity with public convenience, general welfare, and good zoning practice, as it would increase the utility and value of the area in question, and allow the City to leverage site improvements and address blight in the area.

Staff does want to expressly convey that future development of site with non-habitable uses will be sought. However, at this time, the City has not received an application for any development, and the project before the City Council at this time is limited to the General Plan amendment and rezoning request. As the site does not currently maintain any zoning designation, one should be applied; the *Community Commercial* General Plan designation and corresponding zoning district assignment would increase marketability and expand the range of uses beyond what the current Park designation allows. Any future development of the site would be subject to all applicable project specific approvals, standards, and environmental reviews, without exception.

ATTACHMENTS:

1. Proposed Resolution
    a. Exhibit A to Proposed Resolution – Initial Study/Negative Declaration
    b. Exhibit B to Proposed Resolution – General Plan Map Amendment
2. Proposed Ordinance
    a. Exhibit A to Proposed Ordinance – Zoning Map Amendment
3. Planning Commission Resolution No. 10163
4. Map of Surrounding Land Uses
5. Notice of Public Hearing/Vicinity Map
6. Staff Presentation

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 Adopting a Negative Declaration and Approving a General Plan Map Amendment for an Approximately Three-Acre Site Located Along Frontage Road, AP-20-1544 (GP, RZ)	)	RESOLUTION NO. 21-___

The Pittsburg City Council FINDS AND DETERMINES 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 amendments would: 1) change the Project Site's General Plan land use designation from 'Park' to 'Community Commercial'; and 2) 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 Government Code section 65358, the City Council, upon recommendation of the Planning Commission, may amend the City's general plan, in whole or in part, if it finds that the amendment would be in the public interest. No more than four general plan amendments to each required element may be adopted within one calendar year. In this calendar year so far, the City Council has not adopted any amendments to the General Plan Land Use Element; 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.

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

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 requested General Plan map amendment is in the public interest, in that it will facilitate the use of the vacant parcel and help the City achieve its economic development objectives while reducing blight. The modification to the land use designation for this property is consistent with General Plan Goal 2-G-6, which encourages the City to maintain programs and provide incentives for use of vacant infill land and reuse and revitalization of underutilized sites. The modification would also further the implementation of General Plan policy 6-P-14, which calls for establishing an inventory of ready-to-go non-residential sites, complete with zoning, infrastructure, and environmental clearances, as well as policy 6-P-15, which calls for consideration of opportunities for enhancement in order to fund the various economic development initiatives outlined in the Economic Development Element of the General Plan.

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 takes the following actions:

A. Adopts a Negative Declaration, as contained in Exhibits A of this resolution; and

B. Amends General Plan Figure 2-2 (Land Use Diagram) and Figure 2-4j (West Leland Subarea) to establish a land use designation of 'Community Commercial' on the Project site, as substantially presented in Exhibit B of this resolution, and modifies other Land Use Element tables and charts as necessary to reflect the change in land use acreages and maintain internal consistency with the General Plan document.

Section 3. Effective Date

This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 1st day of March 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

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

County Clerk Please Stamp Here

NOTICE OF INTENT TO CONSIDER ADOPTION OF A NEGATIVE DECLARATION

Project Name: **Frontage Road General Plan Amendment and Rezone Project**
Application No(s).: **AP-20-1544 (GP, RZ)**
Date: **November 25, 2020**

Notice is hereby given that the City of Pittsburg finds that no significant effect on the environment, as prescribed by the California Environmental Quality Act of 1970 (CEQA), as amended, will occur for the following proposed project:

1. Project Proponent: City of Pittsburg, 65 Civic Avenue, Pittsburg, California 94656

2. Project Description: The proposed Frontage Road General Plan Amendment and Rezone project ("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 in total are less than three (3) acres in size. The project would amend the City of Pittsburg's General Plan and would rezone the site to Community Commercial. No specific development project is proposed at this time; however, approval of the general plan amendment and rezone would allow for the future construction of the project site. It should be noted that site specific development constraints, such as physical setting and utility easements, would limit development potential on the site to only allow limited uses under the Community Commercial designation such as additional utilities or telecommunication facilities.

3. Project Location: The project site is located along Frontage Road roughly between Dover Way and Chelsea Way in the City of Pittsburg, Contra Costa County. Assessor's Parcel No. 087-277-001.

4. Findings: The City of Pittsburg has completed an Initial Study for the proposed project. The Initial Study found the project would have a less-than-significant impacts in the areas of Aesthetics, Agriculture and Forestry, Air Quality, Biological Resources, Cultural Resources, Energy, Geology/Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology/Water Quality, Land Use/Planning, Mineral Resources, Noise, Population/Housing, Public Services, Recreation, Transportation/Traffic, Tribal Cultural Resources, Utilities/Service Systems, and Wildfire. Based on the Initial Study, the Planning Manager has determined that preparation of a Negative Declaration is appropriate for the project described above.

6. Initial Study: The Initial Study/Negative Declaration (IS/ND) and project plans may be reviewed by making an appointment with the Planning Division during normal business hours at the City of Pittsburg Planning Division, located at 65 Civic Avenue, Pittsburg, CA 94565, or on the City's website via the Environmental Review page at www.ci.pittsburg.ca.us/publicreviews. Background and reference materials related to the IS/ND can be reviewed upon request to the City of Pittsburg Planning Division.

7. Public Review: The minimum 30-day public review and comment period for this environmental determination will begin on Wednesday, November 25, 2020. Anyone who wishes to comment on the findings of this environmental analysis must submit these comments in writing to Kristin Pollot, AICP, Planning Manager at the address noted above, by email to kpollot@ci.pittsburg.ca.us, or by fax to (925) 252-4043. **Comments must be received by 8:00 a.m. on Monday, January 4, 2021**.

8. Notice of Intent to Adopt a Negative Declaration: Notice is hereby given that the Pittsburg Planning Commission is tentatively scheduled to consider adoption of the proposed Negative Declaration at a public hearing scheduled for Tuesday, January 26, 2021, at 7:00 p.m., through Zoom Teleconference via Streaming Media on the City's homepage: www.ci.pittsburg.ca.us (see public advisory attached).

   This proposed Negative Declaration does not signify approval or disapproval of this project by City decision-making bodies. The Planning Commission will consider the proposed Negative Declaration together with any comments received during the public review process to determine whether the project will have a significant impact on the environment.

Kristin Pollot, AICP
Planning Manager

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 regular meeting of the Planning Commission for **January 26, 2021** will be conducted telephonically through Zoom and broadcast live on the City's homepage.

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. Planning Commissioners will be participating telephonically and will not be physically present in the Council Chamber.

To view the meeting online during its broadcast:

1. Go to www.ci.pittsburg.ca.us
2. On the right-hand side of the page, click the "Streaming Media" button

Comments on this item can be submitted via email to:
meetingcomments@ci.pittsburg.ca.us

If you wish to have your comments read to the Planning Commissioners during the appropriate Public Comment period, please indicate in the Subject Line "FOR PUBLIC COMMENT" and list the item number you wish to comment on. If your comment is for a non-agenda item, indicate "FOR PUBLIC COMMENT – NON-AGENDA." Comments that you want read to the Commission will be subject to the three minute time limitation (approximately 350 words). Written comments that are only to be provided to Commission and not read at the meeting will be distributed to the Commission prior to the meeting if received by 5:00 p.m. the date of the meeting. Comments via text and social media (Facebook, Nextdoor, etc.) will not be accepted.

The City of Pittsburg thanks you in advance for taking all precautions to prevent spreading the COVID-19 virus.

Frontage Road General Plan Amendment and Rezone Project

Initial Study – Negative Declaration

prepared by

City of Pittsburg
65 Civic Avenue
Pittsburg, California 94565
Contact: Kristin Pollot, AICP, Planning Manager

prepared with the assistance of

Rincon Consultants, Inc.
449 15th Street, Suite 303
Oakland, California 94612

November 2020

RINCON CONSULTANTS, INC.
Environmental Scientists | Planners | Engineers
rinconconsultants.com

Frontage Road General Plan Amendment and Rezone Project

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This report prepared on 50% recycled paper with 50% post-consumer content.

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Abbreviations and Acronyms

AB	Assembly Bill
ABAG	Association of Bay Area Governments
af	acre feet
afy	acre feet per year
ALUCP	Airport Land Use Compatibility Plan
BAAQMD	Bay Area Air Quality Management District
BART	Bay Area Rapid Transit
BIOS	Biogeographic Information and Observation System
BMP	best management practices
CALFIRE	California Department of Forestry and Fire Protection
CalEEMod	California Emissions Estimator Model
CalGreen	California Green Building Standards Code
CalOES	California Office of Emergency Services
CalOSHA	California Occupational Safety and Health Administration
CalRecycle	California Department of Resources, Recycling, and Recovery
CAPCOA	California Air Pollution Control Officers Association
Caltrans	California Department of Transportation
CARB	California Air Resources Board
CBC	California Building Code
SBPP	Countywide Bicycle and Pedestrian Plan
CCAP	Central County Action Plan
CCCFPD	Contra Costa County Fire Protection District
CCCSD	Central Contra Costa Sanitary District
CCR	California Code of Regulations
CCTA	Contra Costa Transportation Authority
CCWD	Contra Costa Water District
CCCWP	Contra Costa Clean Water Program
CDFW	California Department of Fish and Wildlife
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CFGC	California Fish and Game Code

CFP	California Fully Protected
CMP	Congestion Management Program
CNDDB	California Natural Diversity Database
CNEL	Community Noise Equivalent Level
CNPS	California Native Plant Society
CO	carbon monoxide
CO_2e	carbon monoxide equivalent
CPUC	California Public Utilities Commission
CRHR	California Register of Historical Resources
CRPR	California Rare Plant Rank
CTP	Countywide Transportation Plan
CWA	Clean Water Act
dB	decibels
dBA	A-weighted sound pressure level
DOC	Department of Conservation
DOF	Department of Finance
DPM	diesel particulate matter
DTSC	Department of Toxic Substances Control
ECCC HCP	East Contra Costa County Habitat Conservation Plan
EMFAC	Emissions Factor Model
FEMA	Federal Emergency Management Agency
FHC	fuel hydrocarbon
FTA	Federal Transit Administration
GHG	greenhouse gases
Hz	hertz
HMBP	Hazardous Materials Business Plan
IPaC	Information for Planning and Consultation
ITE	Institute of Transportation Engineers
kBtu	thousand British thermal units
kWh	kilowatt-hours
Ldn	Day-Night Average (noise) level
Leq	single steady A-weighted (noise) level
Lmax	highest root mean squared sound pressure level

Lmin	lowest root mean squared sound pressure level
LUST	Leaking Underground Storage Tank
MCE	Marin Clean Energy
MDUSD	Mount Diablo Unified School District
mph	miles per hour
MT	metric tons
MWH	megawatt hours
NAHC	Native American Heritage Commission
NCCP	Natural Community Conservation Plan
NMFS	National Marine Fisheries Service
N_2O	nitrous oxides
NO_2	nitrogen dioxide
NO_X	nitrogen oxides
NPDES	National Pollutant Discharge Elimination System
NRCS	National Resources Conservation Service
NWI	National Wetlands Inventory
O_3	ozone
OEHHA	Office of Environmental Health Hazard Assessment
OPR	Office of Planning and Research
Pb	Lead
PG&E	Pacific Gas and Electric
PMC	Pittsburg Municipal Code
PPD	Pittsburg Police Department
PPRD	Pittsburg Parks and Recreation District
$PM_{2.5}$	particulate matter with a diameter of up to 2.5 microns
PM_{10}	particulate matter with a diameter of up to 10 microns
PPD	Precise Plan District
PPV	Peak Particle Velocity
PRC	Public Resources Code
RCRA	Resource Conservation and Recovery Act
REC	Recognized Environmental Conditions
ROG	reactive organic gases
RWQCB	Regional Water Quality Control Board

SB	Senate Bill
SFBAAB	San Francisco Bay Area Air Basin
SLF	Sacred Lands File
SO_2	sulfur dioxide
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board (California)
TAC	toxic air contaminant
TCR	Tribal Cultural Resources
USACE	U.S. Army Corps of Engineers
USEPA	Environmental Protection Agency
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey
UWMP	Urban Water Management Plan
VdB	vibration decibels
VHFHSZ	Very High Fire Hazard Severity Zone
VMT	vehicle miles traveled
VOC	volatile organic compounds

Initial Study

The City of Pittsburg, as the Lead Agency, prepared this Initial Study for the Frontage Road Project ("project") in compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines (California Code of Regulations [CCR] Section 15000 et. seq.), and the regulations and policies of the City of Pittsburg, California.

1. Project Title

Frontage Road General Plan Amendment and Rezone

2. Contact Person and Phone Number

Kristin Pollot, AICP, Planning Manager
925-252-4015
KPollot@ci.pittsburg.ca.us

3. Project Location

The project site is located along Frontage Road roughly between Dover Way and Chelsea Way in the City of Pittsburg, Contra Costa County. To the north of the site is an approximately 13-foot tall sound barrier to attenuate noise from State Route 4, and beyond that are residences, a small convenience store, and a Pacific Gas and Electric (PG&E) substation to the north. To the south is a frontage road and further south are single-family residences. To the west of the project site is an approximately 1,000-foot-wide PG&E powerline corridor, with single-family residences and a public park further west. To the east are Los Medanos Elementary School and further single-family residences east of the site. Figure 1 shows the regional location of the project site, and Figure 2 provides an aerial image of the project site in its neighborhood context.

4. Project Sponsor's Name and Address

City of Pittsburg
65 Civic Avenue
Pittsburg, California 94565

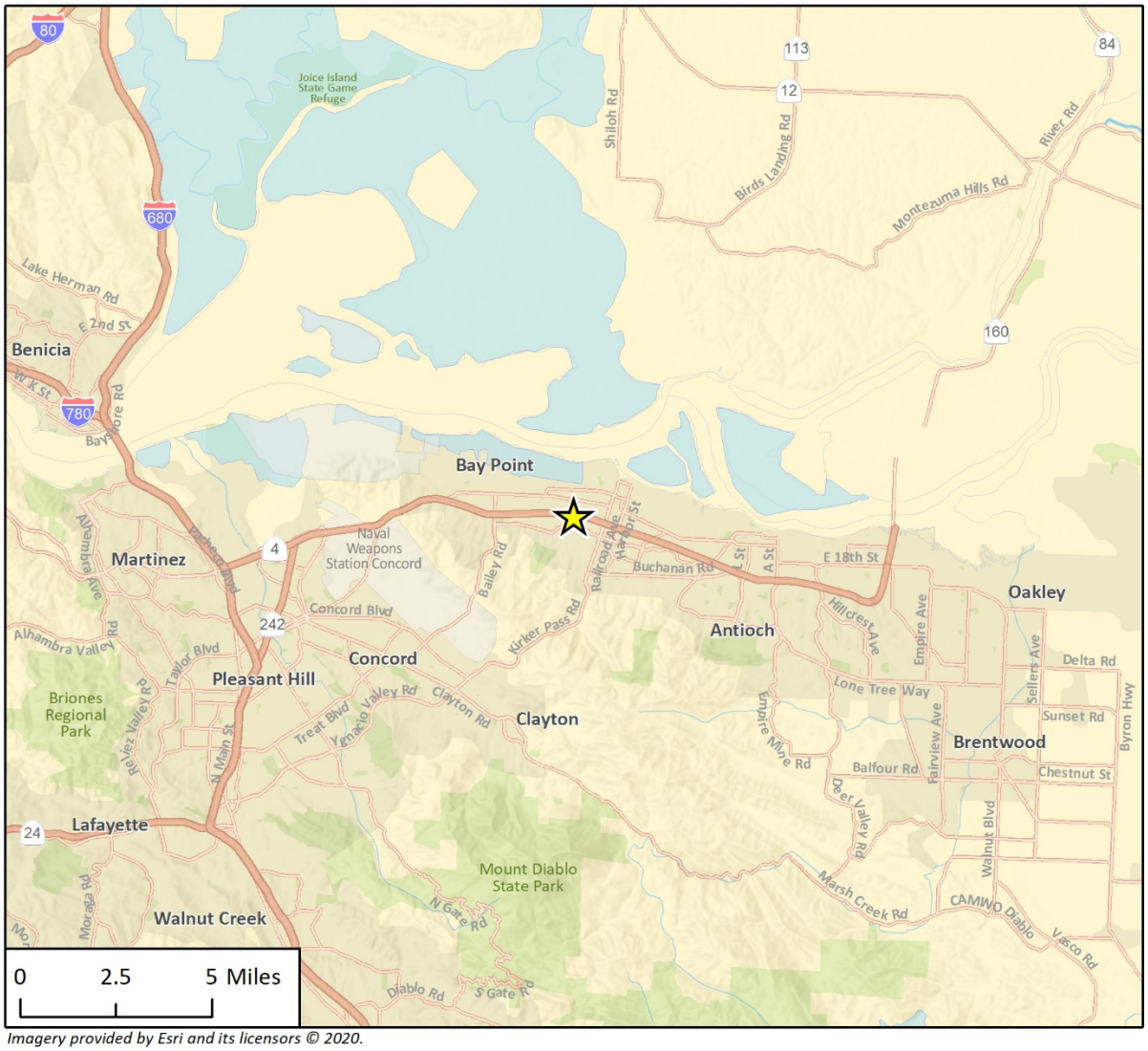
5. General Plan Designation

Park

6. Lead Agency Name and Address

City of Pittsburg
65 Civic Avenue
Pittsburg, California 94565

Figure 1 Regional Location



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Project Location

N

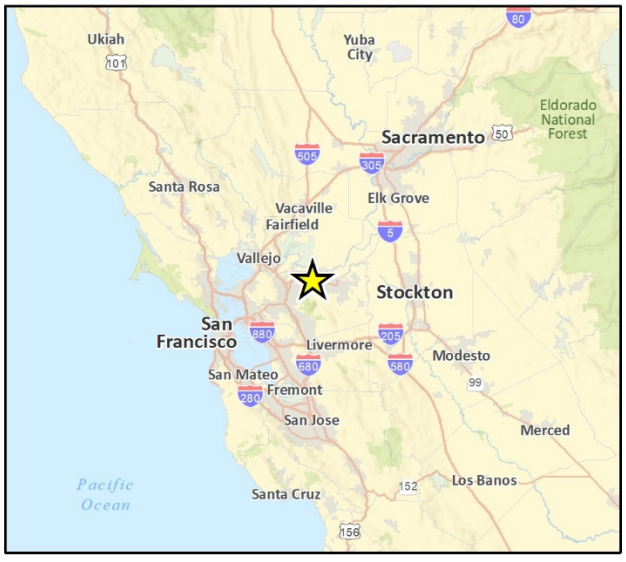

Figure 2 Project Location

Imagery provided by Microsoft Bing and its licensors © 2020.

Fig 2 Project Location

7. Zoning

None. This former right-of-way parcel has not had a zoning designation applied.

8. Project Description

The proposed Frontage Road General Plan Amendment and Rezone project ("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 (APN: 087-277-001),that in total are less than three (3) acres in size. The site would amend the City of Pittsburg's General Plan and would be rezoned to Community Commercial (AP-20-1544 [GP,RZ]). Approval of the project would allow for the future construction of the project site. However, development constraints such as physical setting and utility easements would limit development on the site to only allowable uses under the Community Commercial designation such as additional utilities or telecommunication facilities.

Due to these constraints, a portion of the project site would potentially be developed with a 12-foot wide Class I bicycle trail along the southern perimeter of the site. The construction of a bicycle trail would further limit development on the project site. As such, it is assumed that no habitable structures could be constructed on the site but uses such as minor utilities or telecommunication facilities, for example electronic billboards, or small structures such as an automated teller machine (ATM) or reverse vending machine[1] could be constructed on the site and would have the smallest footprints on the site compared to other developments typically allowed under the Community Commercial designation.

The proposed project would not result in any direct physical impacts as the proposed General Plan amendment and rezone would not propose any construction or specific development. . Furthermore, future development of the project site may require additional environmental review and/or separate project specific mitigation if the proposed use would result in more severe impacts than what was analyzed in this Initial Study.

9. Surrounding Land Uses and Setting

The surrounding neighborhood includes residential land uses, governmental and quasi-public land uses, and open space. State Route 4 is north of the project site and further north of the site and State Route 4, are the Belmont Apartment Homes, a small convenience store, and a PG&E substation. To the east of the site is the Los Medanos Elementary School and single-family residences. To the south of the site is Frontage Road and further south are single family residences. To the west of the site is a 1,000-foot-wide PG&E utility corridor and single-family homes are beyond that. The Contra Costa Canal is located approximately 0.6 mile southwest of the project site and the Pittsburg Center Bay Area Rapid Transit (BART) station is located approximately 0.7 mile east of the site.

The project site is owned by the City of Pittsburg and is an undeveloped parcel with 15 utility poles and multiple utility easements. The site is generally flat with an approximate elevation of 50 feet.

[1] A reverse vending machine is a machine where people can return empty beverage containers like bottles and cans for recycling.

The site is landscaped with ruderal vegetation and three trees toward the center of the site along the sound barrier.

10. Other Public Agencies Whose Approval is Required

The City of Pittsburg is the only public agency with discretionary authority to approve this project. The following permits and approvals are required from the City prior to project construction:

- General Plan Amendment
- Community Commercial Rezone

11. Have California Native American Tribes Traditionally and Culturally Affiliated with the Project Area Requested Consultation Pursuant to Public Resources Code Section 21080.3.1?

The City has not received any requests from California Native American tribes to be notified of proposed projects in the City, pursuant to Public Resources Code (PRC) Section 21080.3.1.

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Environmental Factors Potentially Affected

This project would potentially affect the environmental factors checked below, involving at least one impact that is "Potentially Significant" or "Less than Significant with Mitigation Incorporated" as indicated by the checklist on the following pages.

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

Determination

Based on this initial evaluation:

■ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions to the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "less than significant with mitigation incorporated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potential significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

11/24/20

Date

Kristin Pollot

Printed Name

Planning Manager

Title

Environmental Checklist

1 Aesthetics

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Except as provided in Public Resources Code Section 21099, would the project:				
a. Have a substantial adverse effect on a scenic vista?	☐	☐	☐	■
b. Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	■
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	■	☐
d. Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?	☐	☐	■	☐

Setting

The project site is an undeveloped parcel with 45-foot utility poles on the site. The site's landscape includes three landscaping trees and ruderal vegetation. Figure 3 and Figure 4 provide views of the existing project site. The project site is approximately 12 miles northeast from a designated State Scenic Highway, State Route 24 (California Department of Transportation [Caltrans] 2019). A large PG&E corridor is located directly west of the site.

A scenic corridor is the view from a road that may include a distant panorama and/or the immediate roadside area (City of Pittsburg 2019a). The City's adopted General Plan (November 16, 2001) does not designate any scenic corridors. The City's General Plan also notes that the Delta shoreline is one of the City's most identifiable visual resources, although it is not designated as a scenic resource (City of Pittsburg 2019a). Views of the Delta shoreline from public spaces are limited and unavailable through or from the project site. The ridgelines in the southern portion of the City are also identified within the General Plan as identifiable visual resources, although are not designated as scenic resources.

Figure 3 Existing Project Site

Project site looking east

Figure 4 Existing Project Site

Utility Poles on the project site

Regulatory Setting

City of Pittsburg General Plan

Urban Design Goal 4-G-2: Preserve minor ridgelines south of State Route 4 as open space to provide screening for hillside development.

City of Pittsburg Municipal Code

Section 18.82.030. *From Outdoor Lighting.* Security lighting may be indirect or diffused, or be shielded or directed away from an R district within 100 feet.

Impact Analysis

a. Would the project have a substantial adverse effect on a scenic vista?

A scenic vista is usually defined as a panoramic view from an elevated position or a long-range view from a public vantage point. This can include views of natural features or of the built environment, when architecture and landscaped boulevards offer high-value views of an area considered important to the sense of place. The City of Pittsburg General Plan identifies the ridgelines and Delta shoreline in Pittsburg as identifiable visual resources within the City but are not designated scenic resources. There are no scenic vistas within or near the project site, or that would be impacted by development of the project site. The project would have no impact.

NO IMPACT

b. Would the project substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

The nearest State-designated scenic highway is State Route 24 from the east portal of the Caldecott Tunnel to Interstate 680 near Walnut Creek. The City of Pittsburg is not visible from this route. The nearest State route eligible for designation as a scenic highway is State Route 4 from State Route 160 near Antioch to Route 84 near Brentwood (Caltrans 2019). The project site is not located within this eligible portion of State Route 4. Project implementation would have no effect on scenic resources in view of a state scenic highway. There would be no impact.

NO IMPACT

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

The project site is an undeveloped property in an urbanized area characterized by single family residential to the south, east, and west and an approximately 13-foot tall sound wall and State Route 4 to the north. The project would amend the General Plan and rezone the parcel to Community Commercial which would allow for development of the project site. Development on the site would be limited and constrained by the utility easements on the site. The project would not remove existing vegetation or trees on site.

The project would allow for development of the site but due to the site's physical constraints, habitable structures could not be developed. Visual barriers would be similar to utility poles or

electronic billboards. Any development on the project site would be required to undergo Design Review or similar review processes before either City Council or Planning Commission and would be required to comply with the Pittsburg Municipal Code, such as, for example, Sections 18.36.200, which outlines the design review procedure for all land use districts other than single-family residential and Section 19.12.025, which outlines the review procedure for electronic billboards. Future development that would include the construction of wireless telecommunication facilities would also be required to comply with Pittsburg Municipal Code Section 18.84.930, which outlines standards of review for design review application of wireless telecommunication facilities. Development standards outlined in the Pittsburg Municipal Code, Chapter 18.52, for Commercial Districts include setbacks, a maximum FAR of 0.5, a maximum height of 60-feet, and a minimum of 10 percent of a site set aside for landscaping. Future development with a small structure would only be partially visible from State Route 4 as the 13-foot noise barrier currently obstructs views through the project site. However, a structure greater than 13 feet in height would be visible and could significantly affect views of the ridgelines for vehicles travelling along State Route 4. Development with an electronic billboard, for instance, would introduce structures as tall as the utility poles on site and would not exceed the development standard of a 55-foot height limit, as set forth by Pittsburg Municipal Code Section 19.12.025. Development of the site with electronic billboards would introduce structures that would affect views of the ridgelines to the south for vehicles traveling along State Route 4. However, those viewers would be travelling up to 65 miles per hour and would experience a minimal disruption of those views. Therefore, development of the project site under the Community Commercial zoning designation would not conflict with applicable zoning requirements and regulations governing scenic quality.

LESS THAN SIGNIFICANT IMPACT

d. Would the project create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?

The project would not create a new source of light or glare that would affect daytime or nighttime views in the area. Development of the site in the future with, for instance, an electronic billboard, would introduce a new source of light to the area. However, per Pittsburg Municipal Code Section 19.12.025, any electronic billboard would be required to face away, in a perpendicular direction, from the residences to the south, east, and west of the site, and comply with the applicable Federal, State, and local laws and regulations regarding light and glare. Therefore, the project would not substantially increase nighttime lighting levels of light and glare to the extent that it would affect views.

LESS THAN SIGNIFICANT IMPACT

2 Agriculture and Forestry Resources

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

Setting

The project site is in an urban area and is currently undeveloped. The City of Pittsburg does not have any land zoned for agricultural use (City of Pittsburg 2010).

The California Department of Conservation (DOC) manages the Farmland Mapping and Monitoring Program to assess and record suitability of land for agricultural purposes. In each county, the land is analyzed for soil and irrigation quality and the highest quality land is designated as Prime Farmland. The project site and vicinity are designated as Urban and Built-Up Land and the site does not have any identified agricultural or forest land (DOC 2016a).

Regulatory Setting

PRC Section 12220(g) defines forest land as:

> "land that can support 10-percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits."

PRC Section 4526 defines timberland as:

> "land, other than land owned by the federal government and land designated by the board as experimental forest land, which is available for, and capable of, growing a crop of trees of a commercial species used to produce lumber and other forest products, including Christmas trees. Commercial species shall be determined by the board on a district basis."

Government Code Section 51104(g) defines a timberland production zone as:

> "an area which has been zoned pursuant to Section 51112 or 51113 and is devoted to and used for growing and harvesting timber, or for growing and harvesting timber and compatible uses, as defined in subdivision (h)."

Impact Analysis

a. Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

The project site and surrounding area is located entirely in the Urban and Built Up Land area (DOC 2016a). Project implementation would only modify the project site; therefore, no Prime Farmland, Unique Farmland, or Farmland of Statewide Importance would be affected by project implementation and no impact would occur.

NO IMPACT

b. Would the project conflict with existing zoning for agricultural use or a Williamson Act contract?

The project site and surrounding areas are not subject to Williamson Act contracts (DOC 2016a). The project would only involve a General Plan amendment and the rezone of the site to Community Commercial from vacant land. Therefore, no Williamson Act contracts would be affected by project implementation and no impact would occur.

NO IMPACT

c. Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)); timberland (as defined by Public Resources Code Section 4526); or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

d. Would the project result in the loss of forest land or conversion of forest land to non-forest use?

e. Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

The City of Pittsburg does not have any land zoned for forestry (City of Pittsburg 2010). While some vegetation is present on the project site, the site itself is not considered forest or timberland. The project site does not provide forest and timber resources. As such, the project would not convert forest or timberland uses, and no impact would occur.

NO IMPACT

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3 Air Quality

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

Air Quality Standards and Attainment

The City of Pittsburg is in the San Francisco Bay Area Air Basin (SFBAAB), which is under the jurisdiction of the Bay Area Air Quality Management District (BAAQMD). Air quality in the SFBAAB is affected by the region's emission sources and by natural factors. Topography, speed, and direction of wind, and air temperature gradient all influence air quality. The SFBAAB is affected by a Mediterranean climate, with warm, dry summers and cool, damp winters.

Air pollutant emissions in the SFBAAB are generated by stationary and mobile sources. Stationary sources can be divided into two major subcategories: point and area sources. Point sources occur at a specific location and are often identified by an exhaust vent or stack. Examples include boilers or combustion equipment that produce electricity or generate heat. Area sources are widely distributed and include sources such as residential and commercial water heaters, painting operations, lawn mowers, agricultural fields, landfills, and some consumer products. Mobile sources refer to emissions from motor vehicles, including tailpipe and evaporative emissions, and are classified as either on-road or off-road. On-road sources may be legally operated on roadways and highways. Off-road sources include aircraft, ships, trains, and self-propelled construction equipment. Air pollutants can also be generated by the natural environment, such as when high winds suspend fine dust particles.

The U.S. Environmental Protection Agency (USEPA) has set primary national ambient air quality standards for ozone (O_3), carbon monoxide (CO), nitrogen dioxide (NO_2), sulfur dioxide (SO_2), particulate matter with a diameter of up to ten microns (PM_{10}) and up to 2.5 microns ($PM_{2.5}$), and lead (Pb). Primary standards are those levels of air quality deemed necessary, with an adequate margin of safety, to protect public health. California has established health-based ambient air

quality standards for these and other pollutants, some of which are more stringent than the federal standards.

As the local air quality management agency, the BAAQMD is required to monitor air pollutant levels to ensure that state and federal air quality standards are met and, if they are not met, to develop strategies to meet them. Depending on whether standards are met or exceeded, a local air basin is classified as in "attainment" or "non-attainment." The BAAQMD is in non-attainment for the federal standards for O_3 and $PM_{2.5}$ and in non-attainment for the state standard for O_3, $PM_{2.5}$, and PM_{10}.

Air Quality Management

The BAAQMD is primarily responsible for assuring national and state ambient air quality standards are attained and maintained in the Bay Area. The BAAQMD is also responsible for adopting and enforcing rules and regulations concerning air pollutant sources, issuing permits for stationary sources of air pollutants, inspecting stationary sources of air pollutants, responding to citizen complaints, monitoring ambient air quality and meteorological conditions, awarding grants to reduce motor vehicle emissions, and conducting public education campaigns, as well as many other activities. The BAAQMD has jurisdiction over much of the nine-county Bay Area, including Contra Costa County.

The BAAQMD adopted the 2017 Clean Air Plan (2017 Plan) as an update to the 2010 Clean Air Plan. The 2017 Plan provides a regional strategy to protect public health and protect the climate. To fulfill state ozone planning requirements, the 2017 control strategy includes all feasible measures to reduce emissions of ozone precursors—volatile organic compounds (VOC)/reactive organic gases (ROG)[2] and nitrogen oxides (NO_X)—and reduce transport of ozone and its precursors to neighboring air basins. The 2017 Plan builds upon and enhances the BAAQMD's efforts to reduce emissions of fine particulate matter and toxic air contaminants (BAAQMD 2017a).

Impact Analysis

a. Would the project conflict with or obstruct implementation of the applicable air quality plan?

To be consistent with an AQMP, a project must conform to the local General Plan and must not result in or contribute to an exceedance of the local jurisdiction's forecasted future population. A project may be inconsistent with the AQMP if it would generate population, housing, or employment growth exceeding the forecasts used in the development of the AQMP. Population growth would lead to increased vehicle use, energy consumption, and associated air pollutant emissions.

Construction

As discussed in Section 14, *Population and Housing*, the project would not involve the construction of infrastructure that could induce substantial population growth such as new or increased capacity sewer or water lines, or the construction of new streets and roads. The project would not involve construction or operation of various uses on the site and thus, would not have associated construction emissions or operational vehicle trips. Secondary impacts associated with potential future development on the site and impacts associated with that development may include

[2] The ARB defines VOC and ROG similarly as, "any compound of carbon excluding CO, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate," with the exception that VOC are compounds that participate in atmospheric photochemical reactions (California 2004). For the purposes of this analysis, ROG and VOC are considered comparable in terms of mass emissions and the term ROG is used in this report.

construction of the site that would contribute to construction emissions. Development construction would be temporary and allowable uses on the site, such as electronic billboards, telecommunication facilities or other small uninhabited structures, are not expected to require construction that would exceed two weeks (Lamphier-Gregory 2019). Construction on the project site would be below screening level sizes listed in the 2017 BAAQMD *California Environmental Quality Act (CEQA) Guidelines* and would not include construction activities such as demolition, simultaneous construction phases, extensive site preparation, or extensive material transport. Furthermore, as discussed under criterion *b,* the project would not result in an increase of any criteria air pollutant. Therefore, the project would comply with the 2017 Clean Air Plan.

Operation

The project would not require operation of the project site. No habitable structures could be constructed on the project site that would result in substantial population growth. Therefore, development on the project site would not conflict or obstruct implementation of the applicable air quality control plan.

LESS THAN SIGNIFICANT IMPACT

b. Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

The BAAQMD region is currently in non-attainment of State and national ambient air quality standards for ozone and fine particulate matter ($PM_{2.5}$) and of State standards for large particulate matter (PM_{10}) (CARB 2018). As described in Section 8, *Project Description*, the proposed project would not result in any direct impacts as the proposed General Plan amendment and rezone does not propose any construction activities and therefore, would not contribute to an existing air quality violation.

However, secondary impacts associated with potential future development on the project site may occur and impacts associated with that development could include a minimal contribution to an existing air quality violation through an increase in criteria air pollutants. Construction activities of future development on the project site could include site preparation, rough grading, and paving, all of which have the potential to generate criteria air pollutant emissions. In particular, site preparation and grading may cause windblown dust that could contribute particulate matter into the local atmosphere. The BAAQMD has not established quantitative thresholds for fugitive dust emissions but rather states that projects that incorporate best management practices (BMP) for fugitive dust control during construction, such as watering exposed surfaces, would have a less than significant impact related to fugitive dust emissions. Fugitive dust emissions could be significant and future development may require a subsequent CEQA analysis in which mitigation measures may be required to reduce impacts related to fugitive dust.

Future development of the site would not construct any habitable structures therefore, secondary impacts of the project would not contribute to urban growth or generate additional motor vehicle trips. Contributions to an existing air quality violation, as a result of secondary impacts associated with future development, would be subject to BAAQMD best management practices and regulations. Impacts would be less than significant.

LESS THAN SIGNIFICANT IMPACT

c. Would the project expose sensitive receptors to substantial pollutant concentrations?

A TAC is defined by California law as an air pollutant that may cause or contribute to an increase in mortality or an increase in serious illness, or which may pose a present or potential hazard to human health. Certain population groups, such as children, older adults, and people with health problems, are particularly sensitive to air pollution. Sensitive receptors are defined as population groups that are more susceptible to exposure to pollutants and examples include health care facilities, retirement homes, school and playground facilities, and residential areas. The nearest sensitive receptors are the residential uses to the east, south, and west of the site. The project would not directly expose sensitive receptors to substantial pollutant concentrations because it would not involve the construction or operation of the site. Secondary impacts, as a result of a potential future project at the site, may include construction activities. However, potential construction activities are expected to be limited in scope and not require any long term construction that would expose sensitive receptors to substantial pollutant concentrations. Furthermore, the proposed Community Commercial general plan and zoning designation would not allow for uses on the site that would introduce sensitive receptors to the site.

In the Bay Area, a number of urban or industrialized communities exist where the exposure to long-term TACs is relatively high compared to other communities. Sources of TACs may include, but are not limited to, land uses such as freeways and high-volume roadways, truck distribution centers, ports, rail yards, refineries, chrome plating facilities, dry cleaners using perchloroethylene, and gasoline dispensing facilities. However, according to the BAAQMD CEQA Guidelines, the project site is not in an impacted community (BAAQMD 2017b). The project would not allow for the above uses on the project site. Therefore, the project would not expose sensitive receptors to substantial pollutant concentrations. Impacts would be less than significant.

LESS THAN SIGNIFICANT IMPACT

d. Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Table 3-3 in the BAAQMD's 2017 *CEQA Guidelines* provides odor screening distances for land uses with the potential to generate substantial odor complaints. The uses in the table include wastewater treatment plants, landfills or transfer stations, refineries, composting facilities, confined animal facilities, food manufacturing, smelting plants, and chemical plants (BAAQMD 2017b). None of the uses identified in the table would occur on the project site. The project would not generate objectionable odors affecting a substantial number of people.

LESS THAN SIGNIFICANT IMPACT

4 Biological Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	■	☐
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	■
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	■
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	■
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	■
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	■	☐

Existing Setting

Two soil types occur on the site: Rincon clay loam, 2-9 percent slopes, and Capay clay, 1-15 percent slopes (USDA 2019). The project site currently contains ruderal grasslands and sparse trees and shrubs surrounded by paved areas. Vegetation on the site appears to be periodically mowed, and piles of gravel and woodchips are also present within the site. According to the U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI; USFWS 2020c) and the U.S. Geological Survey (USGS) National Hydrography Dataset (NHD, USGS 2020), an ephemeral stream occurs in the undeveloped area to the west, approximately 475 feet from the project site.

Regulatory Setting

Federal and State

Regulatory authority over biological resources is shared by federal, State, and local agencies under a variety of laws, ordinances, regulations, and statutes. Primary authority for biological resources lies within the land use control and planning authority of local jurisdictions (in this instance, the City of Pittsburg).

The California Department of Fish and Wildlife (CDFW) is a trustee agency for biological resources throughout the State and has direct jurisdiction under the California Fish and Game Code (CFGC). Under the California Endangered Species Act (CESA) and the federal Endangered Species Act (FESA), the CDFW and the USFWS, respectively, have direct regulatory authority over species formally listed as threatened or endangered (and listed as rare for CDFW). Native and/or migratory bird species are protected under the CFGC Sections 3503, 3503.5, and 3511.

Statutes within the Clean Water Act (CWA), CFGC, and California Code of Regulations (CCR) protect wetlands and riparian habitat. The U.S. Army Corps of Engineers (USACE) has regulatory authority over wetlands and waters of the United States under Section 404 of the CWA. The State Water Resources Control Board and the nine Regional Water Quality Control Boards (RWQCBs) ensure water quality protection in California pursuant to Section 401 of the CWA and Section 13263 of the Porter-Cologne Water Quality Control Act. The CDFW regulates waters of the State under the CFGC Section 1600 et seq.

Special status species are those plants and animals: 1) listed, proposed for listing, or candidates for listing as Threatened or Endangered by the USFWS and the National Marine Fisheries Service (NMFS) under the FESA; 2) listed or proposed for listing as Rare, Threatened, or Endangered by the CDFW under the CESA; 3) recognized as California Species of Special Concern (CSSC) by the CDFW; 4) afforded protection under CFGC; and 5) occurring on Lists 1 and 2 of the CDFW California Rare Plant Rank (CRPR) system.

Local

The City of Pittsburg Municipal Code (18.84.825-18.84.865) has tree protection guidelines that may apply to the project. The project site also falls under the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (ECCC HCP/NCCP).

Methods

Literature Review

Rincon Consultants, Inc. (Rincon) biologists reviewed agency databases and relevant literature for baseline information on special status species and other sensitive biological resources occurring or potentially occurring at the project site and in the immediate surrounding area. The following sources were reviewed for background information:

- CDFW California Natural Diversity Database (CNDDB) (CDFW 2020a) and Biogeographic Information and Observation System (BIOS) (CDFW 2020b)
- CDFW Special Animals List (CDFW 2019) and Special Vascular Plants, Bryophytes, and Lichens List (CDFW 2020c)
- California Native Plant Society (CNPS) Online Inventory of Rare and Endangered Plants of California (CNPS 2020)
- USFWS Information for Planning and Consultation (IPaC; USFWS 2019a)
- USFWS Critical Habitat Portal (USFWS 2020b)
- USFWS NWI (USFWS 2020c)
- NHD (USGS 2020)
- United States Department of Agriculture (USDA) Natural Resources Conservation Services (NRCS) Web Soil Survey (NRCS 2019)

Rincon biologists conducted a review of the CNDDB (CDFW 2020a) for recorded occurrences of special status plant and wildlife taxa in the region. For this review, the search included all occurrences within USGS 7.5-minute topographic quadrangle encompassing the project site (*Honker Bay*), and the eight surrounding quadrangles (*Fairfield South, Denverton, Birds Landing, Vine Hill, Antioch North, Walnut Creek, Clayton,* and *Antioch South*).

Rincon compiled the results of the background literature review into a list of regionally occurring special status plants and animals and evaluated each species for potential to occur based on habitat conditions and proximity to known occurrences. Rincon also reviewed the NWI (USFWS 20120c) and the NHD (USGS 2020) for potential aquatic resources, including jurisdictional waters of the United States or waters of the State.

Impact Analysis

a. Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Special Status Plants

A review of agency databases for known special status plant occurrences within the nine USGS quadrangles containing and surrounding the project site identified 63 special status plant species (CDFW 2020a; CNPS 2020; USFWS 2020a). All the reported species have specific habitat requirements including such factors as soil type, elevation and aspect among others. The highly disturbed existing conditions and the lack of appropriate soils and native vegetation communities on the site preclude the potential for most rare plants to occur on the site. Rincon biologists

determined that of these 63 special status species, only one, big tarplant (*Blepharizonia plumosa*), has the potential to occur within or adjacent to the project site.

Big tarplant has a low potential to occur on site. It has a state rank of S1S2 (imperiled to critically imperiled in California) and a CNPS CRPR of 1B.1 (seriously threatened throughout its range in California). There are five recorded occurrences within 5 miles of the project site, with the most recent in 2000, 5 miles southeast of the project site (CDFW 2020a). A historic occurrence from 1937 occurs in the project vicinity. This plant occurs in annual grassland on clay or clay loam soils. Annual non-native grasslands are present on site and both of these soil types occur within the project site; however, due to the highly disturbed nature of the project site and its location in a developed area, impacts to this species associated with potential future development are not expected.

Special Status Wildlife

Seventy-one (71) special status animal species were identified with known occurrence records within the nine USGS quadrangles containing and surrounding the project site (CDFW 2020a; USFWS 2020a). This list was reviewed and refined according to the potential for species to occur on the project site based on the presence and quality of habitats within the project site. Of these, two species have the potential to occur within the site: Western bumble bee (*Bombus occidentalis*) and western burrowing owl (*Athene cunicularia)*.

The western bumble bee (state candidate for listing) has a low potential to occur on site. This bee was once widespread in the northwestern United States but is in decline from Central California to southern British Colombia. In California, it has been lost from 53 percent of its historic range and has an 84 percent decline in relative abundance (Xerces Society et al. 2018). Habitat loss and alteration, pathogens, urban development and fragmentation, and other factors have contributed to their decline. The most recent of the two occurrence records within five miles of the project site is from 1974 (CDFW 2020a). One unconfirmed sighting was reported 2.5 miles south of the project site in 2018 (Xerces Society et al. 2020), however confirmed populations are thought to be restricted to higher elevations in the Sierra Nevada since 2012 (Xerces Society et al. 2018). A generalist forager, the western bumble bee nests underground in cavities or rodent burrows. It requires limited ground disturbance and an abundance of floral resources, as well as suitable overwintering sites for queens. Given the precipitous decline in bumblebees over the last two decades, absence of recent confirmed sightings in the project vicinity, and the disturbed nature of vegetation communities on-site, there is a very low likelihood that the project provides suitable habitat for this species. Impacts to western bumble bee associated with potential future development, are not expected.

The burrowing owl (a state species of special concern) has a low potential to occur on site. There are four CNDDB occurrence records within five miles of the project site (CDFW 2020a) The closest recorded occurrence is from 2005, approximately one mile to the west of the project site. Suitable habitat (open, dry, annual grassland) is present on site; however, due to the site's small area, proximity to a busy freeway, and disturbed nature of the site, it is unlikely that the burrowing owl would occur on site. Undeveloped land surrounding the project site may provide suitable habitat for burrowing owl. The ECCC HCP/NCCP considers ruderal land cover to be potential burrowing owl habitat and requires preconstruction take avoidance surveys in suitable habitat within 500 feet of the project site. Future development may require subsequent CEQA analysis and mitigation measures to reduce impacts to burrowing owls.

Despite the lack of robust native vegetation communities, the site could be used by species of migratory birds that utilize trees, shrubs, or sparse ground cover as nesting habitat. Native bird nests are protected by CFGC Section 3503. The nesting season generally extends from February 1

through August 31 in California but can vary based upon annual climatic conditions. Future potential construction activities could result in the mortality of, or injury to birds from construction activity, or disturbance-related nest abandonment as a result of construction activity and noise. Impacts to most non-listed bird species through nest destruction or abandonment would not be considered a significant impact; however, loss of active nests or mortality would be a violation of CFGC code. Impacts to special status birds would be significant if those impacts would jeopardize the viability of a local or regional population. Future development may require subsequent CEQA analysis and mitigation measures to reduce impacts to nesting birds.

LESS THAN SIGNIFICANT IMPACT

b. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

The review of the resource agency databases for sensitive natural communities within the nine USGS quadrangles containing and surrounding the project site identified five sensitive natural communities: coastal brackish marsh, northern claypan vernal pool, serpentine bunchgrass, stabilized interior dunes, and valley needlegrass grassland. None of these sensitive natural communities are present within the project site, nor are any other sensitive natural communities. No substantial adverse effect on sensitive natural communities would occur as a result of the project.

NO IMPACT

c. Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Based on a review of information on biological resources within the project region and data collected during a site visit, no vegetated wetlands or potentially jurisdictional features occur within the project site. No impacts to jurisdictional wetlands or waters would occur.

NO IMPACT

d. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

The project area is surrounded by developed and disturbed areas with primarily ornamental and ruderal vegetation. Land use in the vicinity is primarily residential and the project site does not provide connectivity between natural habitats and is therefore not expected to support wildlife movement. No impacts to wildlife movement corridors would occur as a result of the project.

NO IMPACT

e. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

The City has established a Tree Preservation and Protection Ordinance in Article XIX of the Pittsburg Municipal Code. This ordinance has provisions regarding the protection of trees, removal of "protected" trees as part of development applications, and replacement of protected trees that are removed. The City would require a permit for the removal of protected trees.

The project would comply with all local ordinances, and if tree trimming or the removal of trees is required for future development of the project site, the applicant would be required to obtain the necessary permits. With adherence to the City's Tree Preservation and Protection Ordinance, future potential development of the project site would not conflict with local policies and ordinance.

NO IMPACT

f. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

The City of Pittsburg is inside the "inventory area" of the ECCC HCP/NCCP (2006). The ECCC HCP/NCCP serves as a comprehensive, multi-jurisdictional habitat conservation plan, pursuant to Section (a)(1)(B) of the federal ESA, as well as a natural communities conservation plan under the California Natural Community Conservation Planning Act of 2001. The City adopted the ECCC HCP/NCCP in 2007, under Pittsburg Municipal Code Section 15.108, *Habitat Conservation Plan/Natural Community Conservation Plan Implementation Ordinance*. The primary intent of the ECCC HCP/NCCP is to provide for the conservation of a range of plants and animals and in return, provide take coverage and mitigation for covered projects throughout eastern Contra Costa County to avoid the cost and delays of mitigating biological impacts on a project-by-project basis. It would allow the incidental take (for development purposes) of species and their habitat from development. The City is a permittee to the ECCC HCP/NCCP, and any proposed development project is required to comply with applicable provisions of the plan.

Potential future development of the project site would occur in the ECCC HCP/NCCP inventory area; therefore, any development facilitated by the project would be subject to the requirements of Pittsburg Municipal Code Section 15.108.

However, most of the project site is within an area mapped as urban in the HCP/NCCP; pursuant to PMC section 15.108.030(2), areas mapped as "urban" are exempted from the requirements of the HCP/NCCP. Additionally, an area of approximately 5,700 square feet is mapped as "ruderal"; pursuant to PMC section 15.108.030(1), development projects that will permanently disturb less than once acre are also exempt from the requirements of the HCP/NCCP. As such, the entire project area is exempt and impacts related to consistency with the ECCC HCP/NCCP would be less than significant.

LESS THAN SIGNIFICANT IMPACT

5 Cultural Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☐	☐	■
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	■	☐
c. Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	■	☐

This section provides an analysis of the project's impacts on cultural resources, including historical and archaeological resources, as well as human remains. CEQA requires a lead agency determine whether a project may have a significant effect on historical resources (Public Resources Code [PRC], Section 21084.1) and tribal cultural resources (PRC Section 21074 [a][1][A]-[B]). A historical resource is a resource listed in, or determined to be eligible for listing, in the California Register of Historical Resources (CRHR), a resource included in a local register of historical resources, or any object, building, structure, site, area, place, record, or manuscript that a lead agency determines to be historically significant (CEQA Guidelines, Section 15064.5[a][1-3]).

A resource shall be considered historically significant if it:

1. Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
2. Is associated with the lives of persons important in our past;
3. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
4. Has yielded, or may be likely to yield, information important in prehistory or history.

In addition, if it can be demonstrated that a project would cause damage to a unique archaeological resource, the lead agency may require reasonable efforts be made to permit any or all of these resources to be preserved in place or left in an undisturbed state. To the extent that resources cannot be left undisturbed, mitigation measures are required (PRC, Section 21083.2[a], [b]).

PRC, Section 21083.2(g) defines a unique archaeological resource as an archaeological artifact, object, or site about which it can be clearly demonstrated that, without merely adding to the current body of knowledge, there is a high probability that it:

- Contains information needed to answer important scientific research questions and that there is a demonstrable public interest in that information;

- Has a special and particular quality such as being the oldest of its type or the best available example of its type; or
- Is directly associated with a scientifically recognized important prehistoric or historic event or person.

Rincon received search results of the California Historical Resources Information System (CHRIS) at the Northwest Information Center (NWIC) located at Sonoma State University on August 28, 2020. The search was performed to identify previously recorded cultural resources, as well as previously conducted cultural resources studies within the project site and a 0.25-mile radius surrounding it. The CHRIS search included a review of available records at the NWIC, as well as the National Register of Historic Places (NRHP), the CRHR, the Office of Historic Preservation Historic Properties Directory, the California Inventory of Historic Resources, the Archaeological Determinations of Eligibility list, and historic maps.

The NWIC records search identified 24 cultural resources studies conducted within a 0.25-mile radius of the project site, four of which include the project site. None of the studies within the project site identified cultural resources within the project site. The records search identified seven cultural resources recorded within a 0.25-mile radius of the project site, none of which have recorded boundaries that extend into the project site.

Impact Analysis

a. Would the project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?

The results of the NWIC records search indicate the presence of seven previously recorded historic-era built environment resources within a 0.25-mile radius, two of which are less than 500 feet from the project site. The nearest resource, P-07-004702, is recorded across SR 4, approximately 305 feet northeast of the eastern most portion of the project site. The resource is recorded as Parkside Elementary, a 10-acre school property consisting of eight buildings constructed in the Mid-Century Modern style built in 1952. The resource was recommended not eligible for inclusion on the NRHP or CRHR under all criteria. No built-environment features that may be considered historical resources are present within the project site. Therefore, there would be no impact to historical resources.

NO IMPACT

b. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

The site has been disturbed by previous development and no archaeological resources have been recorded within the project site. Rincon reviewed historical aerials and topographic maps from HistoricAerials.com. These images were reviewed to identify potential cultural resource concerns on the project site. Aerial imagery from 1959 to 1968 depicts the project site as undeveloped land south of SR 4 (NETR Online 2020). Imagery from 1979 to 2002 shows development of housing south of the project site. Aerial imagery from 2005 depicts the project site in its current condition (NETR Online 2020). Historic topographic maps from 1908 to 1969 confirm the sites history of undeveloped land with housing development south of the project site by 1974 (NETR Online 2020). The project site has been disturbed by the placement of fill, construction of overhead and underground utilities, and the construction of a sound barrier.

Although no archaeological resources are known to exist within the project site, unanticipated discoveries are a possibility during ground disturbance. Future development may require subsequent CEQA analysis and mitigation measures to reduce impacts to unknown archaeological resources.

LESS THAN SIGNIFICANT IMPACT

c. Would the project disturb any human remains, including those interred outside of formal cemeteries?

No cemeteries are known to exist within the project site; however, the discovery of human remains is always a possibility during ground disturbing activities. If human remains are found, the State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. In the event of an unanticipated discovery of human remains, the county coroner would be notified immediately. If the human remains are determined to be prehistoric, the coroner would notify the Native American Heritage Commission (NAHC), which would determine and notify a most likely descendant (MLD). The MLD would complete the inspection of the site within 48 hours of being granted access to the site. With adherence to existing regulations, potential future impacts to human remains would be less than significant.

LESS THAN SIGNIFICANT IMPACT

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6 Energy

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	■	☐
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	■	☐

Energy Supply Setting

Energy use relates directly to environmental quality, since it can adversely affect air quality and can generate GHG emissions that contribute to climate change. Fossil fuels are burned to create electricity that powers residences and commercial/industrial buildings, heats and cools buildings, and powers vehicles. Transportation energy use is related to the fuel efficiency of cars, trucks, and public transportation; choice of different travel modes such as auto, carpool, and public transit; and miles traveled by these modes. Construction and routine operation and maintenance of transportation infrastructure also consume energy.

Electricity & Natural Gas

In 2018, California used 285,488 gigawatt hours of electricity, of which approximately 31 percent of electricity generated was from renewable resources (California Energy Commission [CEC] 2018a, 2018b). Contra Costa County used 9,310 gigawatt hours of electricity in 2018 (CEC 2018c). Contra Costa County used 1,124 million U.S. therms of natural gas in 2018. Marin Clean Energy (MCE), a community choice energy program that serves Marin, Napa, Solano and Contra Costa Counties, provides electricity to the project site. MCE provides electricity generated from a greater percentage of renewable energy sources in comparison to the standard statewide energy mix. MCE's services are divided into three tiers, including Light Green, Deep Green and Local Sol. The default tier that electricity customers are automatically enrolled is Light Green, which is composed of a minimum of 60 percent electricity generated from eligible renewable sources, as defined by the state Renewable Portfolio Standard[3]. MCE's retail sales of electricity totaled 4,436,963 MWh in 2018 (MCE 2019). The project site would be provided electricity by PG&E or MCE and natural gas by PG&E.

[3] The Renewable Portfolio Standard (RPS) is a state program that requires power entities to supply retail sales with minimum quantities of renewable energy. RPS eligible renewable sources of power include solar, wind, biomass and biowaste, geothermal, and certain hydroelectric facilities (MCE 2019).

Impact Analysis

a. Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

The project would not require construction or development of the project site. There would be no consumption of energy associated with the General Plan amendment and rezone of the project site. However, future development of the project site would likely require the use of energy. Construction on the project site would result in short term consumption of energy from the use of construction equipment and processes. Energy use during construction would be primarily from fuel consumption to operate heavy equipment, light-duty vehicles, machinery, and generators. If future development of the project site would include the construction of a structure, then construction energy consumption would be greater.

Assuming no habitable structure can be built on the project site due to physical constraints, operation of the project site under the General Plan amendment and rezone would consist of energy use similar to utilities on site or telecommunication facilities in the area. Construction on the project site for additional utilities or telecommunication facilities would not be expected to exceed two weeks and therefore, energy usage related to construction would be minimal. Operation of the project site with uses such as electronic billboards would require the use of electrical energy. The energy consumption of a 14-foot by 48-foot electronic billboard (as an example) would be approximately 48,000 kWh per year or approximately 48 MWh (Louis Berger Group, Inc. 2011). However, any utility or telecommunication facility on the project site would be constructed to current electrical codes and would be subject to energy efficiency regulations for the specific type of development and Title 24 energy efficiency regulations. Therefore, potential operation of an electronic billboard would not result in the inefficient, wasteful, or unnecessary consumption of energy. The project would not result in a significant impact due to wasteful, inefficient, or unnecessary consumption of energy resources.

LESS THAN SIGNIFICANT IMPACT

b. Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Future development on the project site would be subject to local, regional, and state energy requirements and thus, would not conflict or obstruct a state or local plan for renewable energy or energy efficiency. The City of Pittsburg has not adopted an energy efficiency plan and has not outlined energy goals or policies within its General Plan. Future development of the site would be required to comply with all state and local plans for renewable energy and energy efficiency. Therefore, the project would not conflict with any state or local plans for energy efficiency, and this impact would be less than significant.

LESS THAN SIGNIFICANT IMPACT

7 Geology and Soils

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
1. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	☐	☐	■	☐
2. Strong seismic ground shaking?	☐	☐	■	☐
3. Seismic-related ground failure, including liquefaction?	☐	☐	■	☐
4. Landslides?	☐	☐	■	☐
b. Result in substantial soil erosion or the loss of topsoil?	☐	☐	■	☐
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	■	☐
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	■	☐
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	■
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	■	☐

Setting

Active faults are defined by the State of California to be a fault that has surface displacement within the Holocene time (approximately the last 10,000 years). Potentially active faults as defined by the State of California to be a fault that has shown evidence of surface displacement during the Quaternary (last 1.6 million years). Any fault that is sufficiently active describes a fault that has some evidence of Holocene displacement on one or more of its segments or branches. Associated issues with earthquakes include liquefaction, which is the rapid transformation of sediment to a fluid-like state. It occurs when water-saturated, loose to medium dense, relatively clay-free sands and silts are subjected to earthquake ground motion.

The Bay Area contains both active and potentially active faults. Major active faults in or near Pittsburg include the Clayton fault located approximately 4 miles southwest of the site, the Rio Vista fault located approximately 1.3 miles northeast of the site, the Antioch fault located approximately 7 miles to the east of the site, and the Concord fault located approximately 8 miles southwest of the site (USGS 2019).

Expansive soils are soils that swell in density and volume as they absorb water and contract as they lose water. Associated problems include cracking and deterioration of roadway surface, as they expand and contract during seasonal wet and dry cycles. The project site is topographically flat and soils in the region are classified as Antioch loam, Capay Clay, and Rincon clay loam (NRCS 2019). Capay Clay is identified as an expansive soil found on the project site.

Regulatory Setting

Federal and State

ALQUIST-PRIOLO EARTHQUAKE FAULT ZONING ACT

Following the 1989 Loma Prieta earthquake, the Seismic Hazards Mapping Act (SHMA) was passed by the California legislature in 1990. The SHMA (PRC Chapter 7.8, Section 2690-2699.6) directs the Department of Conservation, California Geological Survey to identify and map areas prone to liquefaction, earthquake-induced landslides and amplified ground shaking. It also requires that agencies only approve projects in seismic hazard zones following site-specific geotechnical investigations to determine if the identified hazard is present and the inclusion of appropriate mitigation to reduce earthquake-related hazards.

SEISMIC HAZARDS MAPPING ACT

The Seismic Hazards Mapping Act of 1990 was enacted, in part, to address seismic hazards not included in the Alquist-Priolo Act, including strong ground shaking, landslides, and liquefaction. Under the Alquist-Priolo Act, the State Geologist is responsible for identifying and mapping seismic hazards. CGS Special Publication 117, adopted in 1997 by the State Mining and Geology Board, constitutes guidelines for evaluating seismic hazards other than surface faulting and for recommending mitigation measures as required by PRC Section 2695(a). In accordance with the mapping criteria, the CGS seismic hazard zone maps identifies areas with the potential for a ground shaking event that corresponds to 10 percent probability of exceedance in 50 years.

The purpose of the Seismic Hazards Mapping Act is to reduce the threat to public health and safety and to minimize the loss of life and property by identifying and mitigating seismic hazards. Cities, counties, and state agencies are directed to use seismic hazard zone maps developed by CGS in their

land-use planning and permitting processes. The Seismic Hazards Mapping Act requires site-specific geotechnical investigations prior to permitting most urban development projects in seismic hazard zones.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

Construction projects which disturb one or more acres of soil or are part of a larger common plan of development that disturbs one or more acres of soil must obtain coverage under the statewide National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges of Stormwater Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ). In order to obtain coverage under the Construction General Permit, a project-specific Stormwater Pollution Prevention Plan (SWPPP) must be prepared. The SWPPP outlines Best Management Practices (BMPs)to reduce stormwater and non-stormwater pollutant discharges, including erosion control, minimizing contact between construction materials and precipitation, and strategies to prevent equipment leakage or spills.

Impact Analysis

a.1. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?

The project site is not in an Earthquake Fault Zone as defined by the Alquist-Priolo Earthquake Fault Zoning Act, and no known active or potentially active faults exist on the site. The nearest Alquist-Priolo Earthquake Fault Zone to the project site is associated with the Rio Vista Fault, and is located approximately 1.3 miles northeast of the site (USGS 2020). This potentially active fault has been mapped on a northwest-southeast axis from Central Avenue through Marina Park to Chipps Island (USGS 2020). Because the Rio Vista Fault has not caused surface displacements in the last 11,000 years, it is not defined as an “active fault” (Pittsburg 2010b). Furthermore, the project site would not be developed with any habitable structures that would introduce a population to the project site. Therefore, the risk or loss, injury, or death involving rupture of a known earthquake fault would be less than significant.

LESS THAN SIGNIFICANT IMPACT

a.2. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking?

Major earthquakes have occurred in the vicinity of Pittsburg in the past and can be expected to occur again in the near future (Pittsburg 2010b). Strong ground shaking at the project site could result from a rupture of faults near the City or of the major regional earthquake faults in the Bay Area. Such strong ground shaking could damage structures on the project site. However, no habitable structures would be constructed on the site that could be vulnerable to collapse during ground shaking. Therefore, the project would not expose people or structures to substantial adverse effects of seismic ground shaking. This impact would be less than significant.

LESS THAN SIGNIFICANT IMPACT

a.3. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction?

Liquefaction, which is primarily associated with unconsolidated, saturated materials, is most common in areas of sand and silt or on reclaimed lands. In these areas, ground failure and differential settlement could result from a severe earthquake, damaging paved surfaces and elevated structures. Liquefaction potential is highest in areas underlain by poorly engineered Bay fills, Bay mud, and unconsolidated alluvium. The western portion of the project site is identified as being in a liquefaction zone (USGS 2016). However, no habitable structures would be constructed on the site that could expose people to adverse effects from seismic-related ground failure, including liquefaction. This impact would be less than significant.

LESS THAN SIGNIFICANT IMPACT

a.4. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides?

Earthquakes can trigger landslides that may cause injuries and damage many types of structures. Landslides are typically a hazard on or near slopes or hillside areas, rather than on generally level areas, like the project site and vicinity. The project site is a flat, undeveloped, approximately 3-acre parcel in an urbanized area of the City. As there are no significant slopes in the project vicinity, no substantial landslide risks would be associated with the site. Per the California Geological Survey Landslide Inventory, the project site is not within a landslide hazard zone (USGS 2019). Impacts related to landslides would be less than significant.

LESS THAN SIGNIFICANT IMPACT

b. Would the project result in substantial soil erosion or the loss of topsoil?

The project does not include any demolition, grading, site preparation, or other ground disturbing activity. However, if the project site were to be developed, construction of any structures would be subject to the erosion control requirements of Chapter 15.88 of the Pittsburg Municipal Code. Pursuant to Section 15.88.030(B), “all land-disturbing or land-filling activities or soil storage shall be undertaken in a manner designed to minimize surface runoff, erosion and sedimentation.” In addition to local erosion control regulations, if any proposed structure would involve disturbance of an area over one acre in size, it would be required to comply with the National Pollutant Discharge Elimination System (NPDES) Construction General Permit Requirements, which would limit peak post-project runoff levels to pre-project levels. The potential future project applicant would also be required to prepare a SWPPP, a sediment and erosion control plan that describes the activities to prevent stormwater contamination, control sedimentation and erosion, and comply with the requirements of the statewide permit. Therefore, the project would have a less than significant impact from soil erosion or the loss of topsoil.

LESS THAN SIGNIFICANT IMPACT

c. Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

A landslide is a movement of surface material down a slope. Lateral spread and liquefaction are processes in which material flows in a fluid-like movement; lateral spread refers to this movement over a gentle slope during a landslide, and liquefaction refers to water-saturated sediment losing

strength due to ground-shaking. Subsidence and collapse refer to the caving in or sinking of land. The project site is not within an area mapped as having landslides (USGS 2019). Therefore, the project has a low potential for slope instability occurring at the site and impacts would be less than significant.

LESS THAN SIGNIFICANT IMPACT

d. Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Expansive soils are those that have a potential to undergo significant changes in volume, either shrinking or swelling, due to their composition and moisture content. Periodic shrinking and swelling of expansive soils can cause extensive damage to other structures and roads. According to the Natural Resource Conservation Service's Web Soil Survey, multiple soil types that occur in Pittsburg have a potential for shrinking and swelling behavior, including but not limited to Brentwood Clay loam, Capay clay, and Clear Lake clay (NRCS 2020). In areas underlain by expansive soils, the shrinking and swelling of soil can disrupt or damage paved surfaces. A portion of the project site is underlain by Capay clay. The project would not have any direct impacts associated with the General Plan amendment and rezone of the project site. However, secondary impacts as a result of potential future development on the project site could have impacts regarding expansive soils. There would be no habitable structures or structures with paved surfaces that could be developed on the site as a result of the project. Therefore, impacts would be less than significant.

LESS THAN SIGNIFICANT IMPACT

e. Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

The project would not involve the construction of septic tanks or alternative wastewater disposal systems. No impact would occur.

NO IMPACT

f. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Pittsburg has some sensitivity for paleontological resources, but no paleontological resources have been found on the project site according to database queries (University of California Museum of Paleontology 2019).

The project falls within a highly urbanized area but has not been developed previously. However, portions of the project site have been previously disturbed for the installation of utilities. Ground disturbance of a similar footprint on the project site would not have an impact on paleontological resources or a unique geologic feature. Therefore, the project has a low potential to destroy unique paleontological resources or a unique geologic feature directly or indirectly. Impacts would be less than significant.

LESS THAN SIGNIFICANT IMPACT

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8 Greenhouse Gas Emissions

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	■	☐
b. Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	■	☐

Climate change is the observed increase in the average temperature of the Earth's atmosphere and oceans along with other substantial changes in climate (such as wind patterns, precipitation, and storms) over an extended period. Climate change is the result of numerous, cumulative sources of GHGs. GHGs contribute to the "greenhouse effect," which is a natural occurrence that helps regulate the temperature of the planet. Most radiation from the sun hits the Earth's surface and warms it. The surface in turn radiates heat back towards the atmosphere, known as infrared radiation. Gases and clouds in the atmosphere trap and prevent some of this heat from escaping back into space and re-radiate it in all directions. This process is essential to supporting life on Earth because it warms the planet by approximately 60 degrees Fahrenheit. Emissions from human activities since the beginning of the industrial revolution (approximately 250 years ago) are adding to the natural greenhouse effect by increasing the gases in the atmosphere that trap heat, thereby contributing to an average increase in the Earth's temperature.

Individual projects do not generate enough GHG emissions to directly influence climate change. However, physical changes caused by a project can contribute incrementally to cumulative effects that are significant, even if individual changes resulting from a project are limited. The issue of climate change typically involves an analysis of whether a project's contribution towards an impact would be cumulatively considerable. "Cumulatively considerable" means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, other current projects, and probable future projects (CEQA Guidelines, Section 15064[h][1]).

Regulatory Setting

BAAQMD Significance Thresholds

In the 2017 BAAQMD CEQA Air Quality Guidelines, the BAAQMD outlines an approach to determine the significance of projects. The BAAQMD recommends that lead agencies determine appropriate GHG emissions thresholds of significance based on substantial evidence in the record. The following significance thresholds established in the 2017 BAAQMD CEQA Guidelines for operational GHG

emissions from land use development projects within the SFBAAB are the most appropriate thresholds for use in determining the significance of project impacts (BAAQMD 2017b):

- Compliance with a qualified GHG reduction strategy
- Annual emissions less than 1,100 MT of CO2e per year
- Annual emissions less than 4.6 MT of CO2e per service population (residents and employees) per year

The BAAQMD has not established a quantitative significance threshold for evaluating construction-related emissions, but it does recommend quantifying and disclosing construction-generated GHG emissions. Therefore, to assess the construction emissions, the total emissions generated during construction were amortized based on the life of the development (30 years) and added to the operational emissions. Therefore, for the purposes of this analysis, the proposed project's year 2030 GHG emissions would be significant if they would exceed 660 MT of CO_2e per year.

Impact Analysis

a. Would the project generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?

b. Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

The project does not include any development activity that could generate GHG emissions to directly influence climate change. However, physical changes caused by a potential future development of the site, could contribute incrementally to cumulative effects that are significant, even if individual changes resulting from a project are limited. The issue of climate change typically involves an analysis of whether a project's contribution towards an impact would be cumulatively considerable. The project would not directly involve construction that could generate GHG emissions. However, secondary impacts of the project could allow for development that would grade and pave the site. The use of trucks to haul soil and grading equipment for earth movement typically emits the greatest amount of GHG emissions during construction. BAAQMD's *CEQA Air Quality Guidelines* do not provide a threshold for assessing construction GHG Emissions impacts or provide a screening level for project comparison. Therefore, secondary impacts from potential future development on the site would be below screening thresholds and would have minimal construction GHG emissions.

This section analyzes the project's long-term effect on GHG Emissions by a qualitative discussion of its consistency with applicable plans and policies to reduce emissions based on significance thresholds for projects as outlined above in the *BAAQMD Significance Thresholds.* The BAAQMD's 2017 Clean Air Plan sets goals to reduce vehicle emissions and contribute to protecting the climate. The project would be consistent with these goals because it would not directly generate any vehicle trips to the project site. Secondary impacts of the project could include future development on the project site that would have no potential to generate new vehicle trips and increase GHG emissions during operation because no habitable structures could be constructed on the site. Construction of a minor utility or a telecommunication facility, such as an electronic billboard could be constructed on the site. Secondary impacts of construction on the project site would include additional vehicle trips associated with construction. Additional vehicle trips associated with construction would be minimal and would not significantly impact GHG emissions. No vehicle trips would be associated with operation of a utility or electronic billboard. Secondary impacts of the project including future

development of the site would be required to be consistent with State targets for reducing GHG emissions. Furthermore, future development on the site would be subject to Title 24 energy efficiency standards which would reduce energy emissions that contribute to GHG emissions. Therefore, the project would have a less than significant impact on the environment from GHG emissions and would not conflict with applicable plans to reduce GHG emissions.

LESS THAN SIGNIFICANT IMPACT

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9 Hazards and Hazardous Materials

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	■	☐
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	■	☐
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?	☐	☐	■	☐
d. Be located on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	■	☐
e. For a project located in an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	■	☐
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	■
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	☐	☐	☐	■

Setting

There are 55 listings on the EnviroStor database with a Pittsburg address. Of the 55 listings, eight are listed as corrective action, 13 as evaluation, one as military evaluation, eight as non-operating, one as operating, one as post-closure, one as school cleanup, eight as school investigation, four as state response, three as tiered permit, and seven as voluntary cleanup (City of Pittsburg 2019a). The project site is not identified as any of these sites on the EnviroStor databases.

According to the City's Existing Conditions Report, in May 2019 a GeoTracker search was performed to identify any known or suspected sources of environmental hazards within the City of Pittsburg (City of Pittsburg 2019a). There were 56 locations with a Pittsburg address listed in the GeoTracker database for Leaking Underground Storage Tanks (LUST). Fifty-one of the locations have undergone LUST cleanup and the State has closed the case. There are five locations in Pittsburg with an open case (City of Pittsburg 2019a). The project site was not identified as a listed location containing a LUST.

Regulatory Setting

Federal and State

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

As a department of the California Environmental Protection Agency, the Department of Toxic Substances Control (DTSC) is the primary agency in California that regulates hazardous waste, cleans up existing contamination, and looks for ways to reduce the hazardous waste produced in California. DTSC regulates hazardous waste in California primarily under the authority of Resource Conservation and Recovery Act and the California Health and Safety Code.

DTSC also administers the California Hazardous Waste Control Law to regulate hazardous wastes. While the California Hazardous Waste Control Law is generally more stringent than Resource Conservation and Recovery Act, until the USEPA approves the California program, both state and federal laws apply in California. The California Hazardous Waste Control Law lists 791 chemicals and approximately 300 common materials that may be hazardous; establishes criteria for identifying, packaging, and labeling hazardous wastes; prescribes management controls; establishes permit requirements for treatment, storage, disposal, and transportation; and identifies some wastes that cannot be disposed of in landfills.

Government Code Section 65962.5 requires the DTSC, the State Department of Health Services, the SWRCB, and the California Department of Resources, Recycling, and Recovery (CalRecycle) to compile and annually update lists of hazardous waste sites and land designated as hazardous waste sites throughout the state. The Secretary for Environmental Protection consolidates the information submitted by these agencies and distributes it to each city and county where sites on the lists are located. Before the lead agency accepts an application for any development project as complete, the applicant must consult these lists to determine if the site at issue is included.

If any soil is excavated from a site containing hazardous materials, it is considered a hazardous waste if it exceeds specific criteria in Title 22 of the CCR. Remediation of hazardous wastes found at a site may be required if excavation of these materials is performed, or if certain other soil disturbing activities would occur. Even if soil or groundwater at a contaminated site does not have the characteristics required to be defined as hazardous waste, remediation of the site may be

required by regulatory agencies subject to jurisdictional authority. Cleanup requirements are determined on a case-by-case basis by the agency taking jurisdiction.

GOVERNMENT CODE SECTION 65962.5 (CORTESE LIST)

Section 65962.5 of the Government Code requires CalEPA to develop and update a list of hazardous waste and substances sites, known as the Cortese List. The Cortese List is used by the State, local agencies, and developers to comply with CEQA requirements. The Cortese List includes hazardous substance release sites identified by DTSC, SWRCB, and CalRecycle.

Impact Analysis

a. Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

b. Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

The project would not involve the transport, use, or disposal of hazardous materials. Future development on the site could involve the transport, use, or disposal of hazardous materials during construction (e.g., fuel and engine fluids for equipment, paint, and asphalt) but would not be expected to create conditions which could lead to the release of hazardous substances. However, due to the site's physical setting, development of the site would be limited. Future development that would involve the transport, use, or disposal of hazardous materials would be required to adhere to the Resources Conservation and Recovery Act (RCRA). The California Department of Toxic Substances Control (DTSC) is responsible for implementing the RCRA program, as well as California's own hazardous waste laws. DTSC regulates hazardous waste, cleans up existing contamination, and looks for ways to control and reduce the hazardous waste produced in California. It does this primarily under the authority of RCRA and in accordance with the California Hazardous Waste Control Law (California Health and Safety Code Division 20, Chapter 6.5) and the Hazardous Waste Control Regulations (Title 22, CCR, Divisions 4 and 4.5). DTSC also oversees permitting, inspection, compliance, and corrective action programs to ensure that hazardous waste managers follow federal and State requirements and other laws that affect hazardous waste, particularly its handling, storage, transportation, disposal, treatment, reduction, cleanup, and emergency planning. Finally, storage of any hazardous materials at or above State-defined thresholds makes a facility subject to a Hazardous Materials Business Plan (HMBP). The Contra Costa Health Services – Hazardous Materials Programs is responsible for the HMBP program for the City of Pittsburg (Contra Costa Health Services 2020). A HMBP must be submitted if these thresholds for hazardous materials are met. Compliance with these regulations for potential future projects would reduce potential impacts associated with the routine transport, use, storage, or disposal of hazardous materials to less than significant levels.

LESS THAN SIGNIFICANT IMPACT

c. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?

The project site is located directly west of the Los Medanos Elementary School. The project would not involve the use or storage of hazardous materials. Future development of the site has the potential to involve the use or storage of hazardous materials. Any future development would be

required to handle all hazardous substances in accordance with all applicable State and federal laws such as the Hazardous Materials Transportation Act, Resource Conservation and Recovery Act, the California Hazardous Material Management Act, and the CCR, Title 22. The project would have a less than significant impact on hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school.

LESS THAN SIGNIFICANT IMPACT

d. Would the project be located on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

The following databases were checked, pursuant to Government Code Section 65962.5, on July 27, 2020 to provide hazardous material release information at the project site:

- **USEPA**
  - Comprehensive Environmental Response, Compensation, and Liability Information System/Superfund Enterprise Management System/Envirofacts database search (USEPA 2020a, 2020b)
- **SWRCB**
  - GeoTracker search for leaking underground storage tanks and other cleanup sites (SWRCB 2020)
- **DTSC**
  - EnviroStor search for hazardous facilities or known contamination sites (DTSC 2020b)
  - Cortese List of Hazardous Waste and Substances Sites (DTSC 2020a)
  - Cleanup Site and Hazardous Waste Facilities Database

Based on a review of these databases, it was confirmed that the project site is not included on existing lists of hazardous materials sites compiled pursuant to Government Code Section 65962.5. However, due to the site's proximity to State Route 4, it is possible that the site is contaminated with hazardous substances. Secondary impacts associated with potential development of the project site could include significant impacts from contaminated soils. Future development may require subsequent CEQA analysis and may require mitigation measures to reduce impacts associated with contaminated soils.

LESS THAN SIGNIFICANT IMPACT

e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

The nearest airport to the project site is Buchanan Field Airport, which is located approximately 8 miles southwest of the project site. The City of Pittsburg is outside the Airport Influence Area for Buchanan Field Airport, as mapped in the Contra Costa County Airport Land Use Compatibility Plan (Contra Costa County Airport Land Use Commission 2000). Therefore, the project would be located outside the scope of an airport land use plan and more than two miles from the nearest airport, and it would not result in a safety hazard or excessive noise from airport activity. This impact would be less than significant.

LESS THAN SIGNIFICANT IMPACT

f. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

The proposed project would not obstruct existing roadways or require the construction of new roadways or access points. Therefore, the proposed project would not block emergency response or evacuation routes or interfere with adopted emergency response and emergency evacuation plans. No impact would occur.

NO IMPACT

g. Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

The project site is in a developed, urbanized area surrounded by residential development, governmental and quasi-public uses, and open space. No adjacent wildlands or densely vegetated areas are located nearby that would represent a significant fire hazard. Additionally, the project does not fall within a Fire Hazard Severity Zone or Very High Fire Hazard Severity Zone for wildland fires (CAL FIRE 2020). Therefore, the project would not expose people or structures to significant hazards related to wildland fires and there would be no impacts.

NO IMPACT

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10 Hydrology and Water Quality

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	■	☐
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	■	☐
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
(i) Result in substantial erosion or siltation on- or off-site;	☐	☐	■	☐
(ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	■	☐
(iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	■	☐
(iv) Impede or redirect flood flows?	☐	☐	■	☐
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	■	☐
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	■	☐

Setting

The project site is approximately 3 acres and generally flat and has an approximate elevation of 50 feet (USGS 2018). Water drains from the north of the project site to the southern boundary of the site. There is an existing storm drain system on Frontage Road. The Contra Costa Canal trail is located approximately 0.6 mile southwest of the project site. The City of Pittsburg receives approximately 16 inches of rain annually, with rainfall concentrated in the winter months (Cal-Adapt 2020).

Regulatory Setting

National Pollutant Discharge Elimination System

The federal government administers the National Pollutant Discharge Elimination System (NPDES) permit program, which regulates discharges into surface waters under the Clean Water Act (CWA). The primary regulatory control relevant to the protection of water quality is the NPDES permit administered by the State Water Resources Control Board, which establishes requirements prescribing the quality of point sources of discharge and water quality objectives. These objectives are established based on the designated beneficial uses (e.g., water supply, recreation, and habitat) for a particular surface waterbody. The NPDES permits are issued to point source dischargers of pollutants to surface waters pursuant to Water Code Chapter 5.5, which implements the federal CWA. Examples include, but are not limited to, public wastewater treatment facilities, industries, power plants, and groundwater cleanup programs discharging to surface waters (State Water Resources Control, Title 23, Chapter 9, Section 2200). The Regional Water Quality Control Board (RWQCB) establishes and regulates discharge limits under the NPDES permits.

Clean Water Act

Congress enacted the CWA, formerly the Federal Water Pollution Control Act of 1972, with the intent of restoring and maintaining the chemical, physical, and biological integrity of the waters of the U.S. The CWA requires states to set standards to protect, maintain, and restore water quality through the regulation of point source and non-point source discharges to surface water. The NPDES permit process regulates those discharges (CWA Section 402). NPDES permitting authority is administered by the SWRCB and its nine RWQCBs. The project site is in a watershed administered by the San Francisco Bay RWQCB (San Francisco Bay RWQCB 2017).

California Porter Cologne Water Quality Control Act

The Porter Cologne Water Quality Control Act of 1967 requires the SWRCB and the nine RWQCBs to adopt water quality criteria to protect State waters. These criteria include the identification of beneficial uses, narrative and numerical water quality standards, and implementation procedures. The criteria for state waters in the region are contained in the *Water Quality Objectives* Chapter of the Basin Plan for the San Francisco Bay RWQCB (San Francisco Bay RWQCB 2017). The Water Quality Control Plan, or Basin Plan, protects designated beneficial uses of State waters through the issuance of Waste Discharge Requirements and through the development of TMDL. Anyone proposing to discharge waste that could affect the quality of the waters of the State must make a report of the waste discharge to the RWQCB or SWRCB, as appropriate, in compliance with Porter-Cologne.

Contra Costa Clean Water Program

The City of Pittsburg is a contributing city to the Contra Costa Clean Water Program (CCCWP), which was established in 1991 in response to federal stormwater NPDES regulations. Per the CCCWP Stormwater C.3 Guidebook (CCCWP 2017), projects an acre or larger are required to submit a Stormwater Control Plan and incorporate Low Impact Designs based on the Low Development Site Design Guide for hydromodification (flow control). The plan must implement a combination of two or more of the following strategies: (1) preserve natural drainage features of the site; (2) implement pervious surfaces; (3) disperse runoff from some amount of roof or paved area to a vegetated area; (4) drain impervious surfaces to engineered integrated management practices.

San Francisco Bay Regional Water Quality Control Board

The City of Pittsburg is under the jurisdiction of RWQCB Region 2, the San Francisco Bay RWQCB. The San Francisco Bay RWQCB provides permits for projects that may affect surface waters and groundwater locally and is responsible for preparing the Water Quality Control Plan for the San Francisco Bay Basin (Basin Plan). The Basin Plan designates beneficial uses of water in the region and establishes narrative and numerical water quality objectives. The Basin Plan serves as the basis for the San Francisco Bay RWQCB's regulatory programs and incorporates an implementation plan to ensure water quality objectives are met.

Impact Analysis

a. Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

The proposed project would not result in any direct impacts as the proposed General Plan Amendment and rezone would not propose any construction on the site; therefore, it would not have the potential to impact water quality through erosion or through debris carried in runoff. However, secondary impacts associated with potential future development of the site, may include impacts to water quality through erosion or through debris carried in runoff and thus, would be subject to stormwater requirements under the Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit (Order Number R2-2015-0049) for the San Francisco Bay Area. This permit is intended to reduce the discharge of pollutants in the City's municipal separate storm sewer system (MS4). The MS4 permit was issued jointly to the City and other local agencies in the regional Contra Costa Clean Water Program (California Regional Water Quality Control Board 2015). To achieve compliance with the regional program, and thus with the conditions of the most recently issued MS4 permit, the City has adopted local regulations. Specifically, Chapter 13.28 of the Pittsburg Municipal Code establishes discharge requirements for all water entering the storm drain system generated on any developed and undeveloped lands lying within City limits (City of Pittsburg 2019b).

Under Pittsburg Municipal Code Section 13.28.090, the City requires best management practices (BMPs) to control the volume, rate, and potential pollutant load of stormwater runoff from new development and redevelopment projects as required by the City's MS4 permit (Pittsburg 2019b). Such BMPs include, where appropriate, Low Impact Development techniques to be implemented at New Development and Significant Redevelopment project sites. These techniques include infiltrating, storing, detaining, evapotranspiring (the release of water vapor from soil, other surfaces, and plants), and biotreating stormwater runoff close to its source (California Regional Water Quality Control Board 2015). If future development on the site would create 10,000 square feet or more of

impervious surface, it would constitute "New Development" under the MS4 permit and would be required to implement BMPs.

In addition, if proposed development would involve disturbance of an area over one acre in size, it would be required to comply with NPDES Construction General Permit Requirements, which would limit peak post-project runoff levels to pre-project levels. For such projects to comply with the Construction General Permit, the project applicant would have to prepare a SWPPP, which includes BMPs to control erosion and sediment. Construction BMPs could include silt fencing, fiber rolls, stabilized construction entrances, stockpile management, and solid waste management. Post-construction stormwater performance standards would also be required.

Compliance with existing regulatory requirements would ensure that future development on the site would not violate water quality standards or waste discharge requirements and would not create substantial runoff water or otherwise degrade water quality. Impacts would be less than significant.

LESS THAN SIGNIFICANT IMPACT

b. Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

e. Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

The project would not require the use of groundwater nor obstruct the implementation of a water quality control plan or sustainable groundwater management plan. In 2015, 13 percent of potable water was sourced from local groundwater wells (City of Pittsburg 2019a). No habitable structures could be constructed on site; therefore, no groundwater supplies would be used that would substantially decrease groundwater supplies.

There are no impermeable surfaces on the site other than the footings of the existing utility towers. The project would not add impermeable surfaces to the site. However, development of the site may introduce new impermeable surfaces, which could reduce groundwater recharge and increase the amount of surface runoff. However, projects that disturb at least one acre would comply with the NPDES Construction General Permit by implementing BMPs to maintain or replicate the pre-development hydrologic setting. Implementation of required BMPs would minimize impacts related to groundwater recharge. Therefore, the project would not substantially interfere with groundwater recharge.

The City is under the jurisdiction of the San Francisco Board RWQCB, which is responsible for preparing the Water Quality Control Plan for the region (Basin Plan). The Basin Plan designates beneficial uses of water in the region and establishes narrative and numerical water quality objectives. The State has developed total maximum daily loads (TMDLs), which are a calculation of the maximum amount of a pollutant that a water body can have and still meet water quality objectives established by the region. As discussed under checklist Item a, future development on the site that would disturb at least one acre would be required to comply with the State's Construction General Permit, which would minimize and avoid water quality impacts associated with soil erosion and stormwater runoff from the project site. Implementation of the project would not violate water quality objectives for beneficial uses in the vicinity of the project site or exceed TMDLs. Therefore, the project would not conflict with a water quality control plan.

The City overlies the Pittsburg Plain Groundwater Basin (Pittsburg 2019a). In September 2014, the California Legislature enacted comprehensive legislation aimed at strengthening local control and management of groundwater basins throughout the state. Known as the Sustainable Groundwater Management Act (SGMA), the legislation provides a framework for sustainable management of groundwater supplies by local authorities, with a limited role for state intervention when necessary to protect the resource. In 2019 the California Department of Water Resources ranked the Pittsburg Plain Groundwater Basin as a "very low" priority under SGMA (California Department of Water Resources 2019). Because the basin is not identified as a high or medium priority, it is not required to submit a Groundwater Sustainability Plan. Therefore, the project would not conflict with any sustainable groundwater management plan.

Impacts related to groundwater would be less than significant.

LESS THAN SIGNIFICANT IMPACT

c.(i) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation on- or off-site?

c.(ii) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

c.(iii) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

The proposed project would not directly involve construction or operation of the project site and thus, would not alter existing drainage patterns. Secondary impacts of the project may include the construction and operation of the project site that would alter existing drainage patterns by introducing impervious surfaces. Development would be required to comply with erosion control systems and construction BMPs per the City's MS4 permit. BMPs may include directing runoff to permeable areas, maximizing stormwater storage for reuse, and incorporating porous materials into the project design. Compliance with these requirements would ensure that stormwater would be captured and retained on-site, and would minimize the risks of erosion, flooding, or excess stormwater in the local stormwater drainage system. No bridges or stream and river crossings are proposed as part of the project. Therefore, the project would have a less than significant impact related to drainage patterns.

LESS THAN SIGNIFICANT IMPACT

c.(iv) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would impede or redirect flood flows?

d. In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?

The proposed project would not directly result in the addition of new impervious surfaces. However, secondary impacts associated with potential future development on the site could result in the addition of new impervious surfaces. Due to site's physical constraints, no new structures such as bridge abutments that could impede or redirect flood flows, would be constructed. Therefore, project implementation would not impede or redirect flood flows.

According to the Federal Emergency Management Agency Flood Insurance Rate Map, the project site is located in Zone X, which is characterized as an area of minimal flood hazard and having a less than 0.2 percent annual chance to be inundated by flood waters as a result of a storm event (Map #06013C0119G, September 30, 2015) (Federal Emergency Management Agency 2020). According to the California Governor's Office of Emergency Services (Cal OES) MyHazards online database, the project site is not located in a 100-year floodplain (Cal OES 2015).

The City's Existing Conditions Report, Table 4.2-4 indicates that the City is not at risk from tsunamis (City of Pittsburg 2019a). The project site is located approximately 1.7 miles south of Suisun Bay. The nearest body of water that could experience seiche (water level oscillations in an enclosed or partially enclosed body of water) is the Suisun Bay. No other large bodies of water with the potential to inundate the project site by a seiche are located near the site. Therefore, the project would not result in the risk of release of pollutants due to inundation by a tsunami, seiche, or flooding. Impacts would be less than significant.

LESS THAN SIGNIFICANT IMPACT

11 Land Use and Planning

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Physically divide an established community?	☐	☐	☐	■
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	■	☐

Setting

As stated in the *Project Description*, the project site currently has a land use designation of Park and has a vacant zoning designation.

The Park land use designation provides for parks, recreation complexes, community fields, public golf courses, stadiums, and greenways. Local and regional trail network would also be accommodated under this designation. Ancillary facilities such as concession stands, clubhouses, and equipment rental are also allowed.

Impact Analysis

a. Would the project physically divide an established community?

The project site is located at the northern perimeter of a single-family residential area and directly abuts State Route 4. The proposed project would amend the General Plan designation and rezone the site and thus, would not directly require the construction of new roads, linear infrastructure, or other development features that would divide an established community or limit movement, travel, or social interaction between established land uses. Secondary impacts associated with potential future development of the project would not include the construction of new roads, linear infrastructure, or other development features that would divide an established community or limit movement, travel, or social interaction between established land uses because development would be limited to utilities, telecommunication facilities, or other small uninhabitable structures. Project implementation would not physically divide an established community; therefore, there would be no impact to established communities.

NO IMPACT

b. Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

The project site is located entirely in the City of Pittsburg. The City's General Plan is the fundamental document governing land use development and includes goals and policies relating to economic vitality, land use, growth management, transportation, parks, open space, conservation, safety, noise, public facilities, and utilities. The project would amend the General Plan designation and rezone the site to Community Commercial from a land use designation of Park and a vacant zoning designation. Project approval would allow for utilities, telecommunication facilities, or small structures. Given the physical constraints of the site, a small structure could be constructed, or the site could be used for additional minor utilities or telecommunication facilities, such as electronic billboards. Future development would be required to comply with Design Guidelines for the City of Pittsburg and development regulations for the Community Commercial zoning designation as outlined in Pittsburg Municipal Code Chapter 18.52. Therefore, this impact would be less than significant.

LESS THAN SIGNIFICANT IMPACT

12 Mineral Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	■
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	■

Setting

Extractive resources known to exist in Contra Costa County include crushed rock near Mt. Zion, on the north side of Mt. Diablo, in the Concord area; shale in the Port Costa area; and sand and sandstone deposits, mined from several locations. Resources are mostly focused in the Byron area of southeast County (Contra Costa County 2005).

Regulatory Setting

Surface Mining and Reclamation Act of 1975

Pursuant to the mandate of the Surface Mining and Reclamation Act of 1975, the State Mining and Geology Board requires all cities to incorporate into their general plans mapped mineral resources designations approved by the State Mining and Geology Board. Some mineral resources can be found within Contra Costa County. However, there are no mineral resources in the Pittsburg area subject to the Surface Mining and Reclamation Act (Contra Costa County 2005).

Impact Analysis

a. Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

b. Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

There are no significant mineral deposits or active mining operations within the City of Pittsburg (City of Pittsburg 2019a). Therefore, the project would not result in the loss of availability of a known mineral resource or a locally important mineral resource recovery site. No impact would occur.

NO IMPACT

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13 Noise

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project result in:				
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	■	☐
b. Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	■	☐
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	■	☐

Noise Setting

Sound is a vibratory disturbance created by a moving or vibrating source, which is capable of being detected by the hearing organs (e.g., the human ear). Noise is defined as sound that is loud, unpleasant, unexpected, or undesired and may therefore be classified as a more specific group of sounds. The effects of noise on people can include general annoyance, interference with speech communication, sleep disturbance, and, in the extreme, hearing impairment (Caltrans 2013).

Noise levels are commonly measured in decibels (dB) using the A-weighted sound pressure level (dBA). The A-weighting scale is an adjustment to the actual sound pressure levels so that they are consistent with the human hearing response, which is most sensitive to frequencies around 4,000 Hertz (Hz) and less sensitive to frequencies around and below 100 Hz (Kinsler, et. al. 1999). Decibels are measured on a logarithmic scale that quantifies sound intensity in a manner similar to the Richter scale used to measure earthquake magnitudes. A doubling of the energy of a noise source, such as a doubling of traffic volume, would increase the noise level by 3 dB; similarly, dividing the energy in half would result in a decrease of 3 dB (Crocker 2007).

Human perception of noise has no simple correlation with sound energy: the perception of sound is not linear in terms of dBA or in terms of sound energy. Two sources do not “sound twice as loud” as one source. It is widely accepted that the average healthy ear can barely perceive an increase (or decrease) of up to 3 dBA in noise levels (i.e., twice [or half] the sound energy); that a change of 5

dBA is readily perceptible (8 times the sound energy); and that an increase (or decrease) of 10 dBA sounds twice (or half) as loud (10.5 times the sound energy) (Crocker 2007).

The impact of noise is not a function of sound level alone. The time of day when noise occurs and the duration of the noise are also important. Most noise that lasts for more than a few seconds is variable in its intensity. Consequently, a variety of noise descriptors have been developed. One of the most frequently used noise metrics is the equivalent noise level (L_{eq}); it considers both duration and sound power level. L_{eq} is defined as the single steady A-weighted level equivalent to the same amount of energy as that contained in the actual fluctuating levels over a period of time. Typically, L_{eq} is summed over a one-hour period.

The City's General Plan and Municipal Code regulate noise in Pittsburg. Policy 12-P-9 in the Noise Element of the General Plan limits the generation of loud noises on construction sites adjacent to existing development to normal business hours between 8 a.m. and 5 p.m. In the Pittsburg Municipal Code, Section 9.44.010 prohibits the use of pile drivers, pneumatic hammers, and similar equipment between the hours of 10 p.m. and 7 a.m. (Pittsburg 2019b). The City's Building and Construction Ordinance (Section 15.88.060.A.5) also prohibits grading noise, including warming up equipment motors, within 1,000 feet of a residence between the hours of 5:30 p.m. and 7 a.m. on weekdays, unless otherwise approved by the City Engineer. However, the Pittsburg Municipal Code does not establish numeric standards for construction noise.

Vibration Setting

Groundborne vibration of concern in environmental analysis consists of the oscillatory waves that move from a source through the ground to adjacent structures. The number of cycles per second of oscillation makes up the vibration frequency, described in terms of hertz (Hz). The frequency of a vibrating object describes how rapidly it oscillates. The normal frequency range of most groundborne vibration that can be felt by the human body is from a low of less than 1 Hz up to a high of about 200 Hz (Crocker 2007).

While people have varying sensitivities to vibrations at different frequencies, in general they are most sensitive to low-frequency vibration. Vibration in buildings, such as from nearby construction activities, may cause windows, items on shelves, and pictures on walls to rattle. Vibration of building components can also take the form of an audible low-frequency rumbling noise, referred to as groundborne noise. Groundborne noise may result in adverse effects, such as building damage, when the originating vibration spectrum is dominated by frequencies in the upper end of the range (60 to 200 Hz). The primary concern from vibration is that it can be intrusive and annoying to building occupants and vibration-sensitive land uses.

Vibration amplitudes are usually expressed in peak particle velocity (PPV) or RMS vibration velocity. Particle velocity is the velocity at which the ground moves. The PPV and RMS velocity are normally described in inches per second (in/sec). PPV is defined as the greatest magnitude of particle velocity associated with a vibration event.

Impact Analysis

a. Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

The project would not result in the substantial temporary or permanent increase in ambient noise levels in the project vicinity. The project would allow for future development which could have the potential to introduce new sources of noise. However, as noted in Section 8, *Project Description*, the site has physical constraints which would limit development potential, and a proposed Class I Trail would be constructed on the site.

Construction Noise

The proposed project would not result in any direct impacts, as the proposed General Plan Amendment and rezone would not require construction of the project site. However, secondary impacts associated with potential future development of the project site may occur and impacts associated with that development may include noise from construction activities. Construction of the project site would generate elevated noise levels on a temporary basis in the project vicinity. As shown in Table 1, average noise levels associated with using heavy equipment can range from approximately 76 to 88 dBA at 50 feet from the source, depending upon the types of equipment in operation at any given time and the phase of construction. The highest noise levels generally occur during excavation and grading, which involve using such equipment as backhoes, bulldozers, shovels, and front-end loaders.

Table 1 Typical Construction Noise Levels

Equipment	25 feet from Source (dBA L_{eq})	50 feet from Source (dBA L_{eq})	100 feet from Source (dBA L_{eq})	200 feet from Source (dBA L_{eq})	500 feet from Source (dBA L_{eq})
Air Compressor	86	80	74	68	60
Backhoe	86	80	74	68	60
Concrete Mixer	91	85	79	73	65
Grader	91	85	79	73	65
Jack Hammer	94	88	82	76	68
Paver	91	85	79	73	65
Roller	91	85	79	73	65
Saw	82	76	70	64	56
Scraper	91	85	79	73	65
Truck	90	84	78	72	64

Source: Noise level at 50 feet from Federal Transit Administration, 2018. Noise levels at 25 feet, 100 feet, 200 feet, and 500 feet were extrapolated using a 6 dBA attenuation rate per doubling of distance. Each noise level assumes the piece of equipment is operating at full power for the expected duration to complete the construction activity. The duration varies widely between each piece of equipment. Noise levels also depend on the model and year of the equipment used.

Noise levels from point sources such as equipment at construction sites typically attenuate at a rate of 6 dBA per doubling of distance. Therefore, only areas within several hundred feet of construction sites would typically be exposed to perceptible construction noise levels. As noted above, the Pittsburg Municipal Code does not establish numeric standards for construction noise. However, construction noise that substantially exceeds existing ambient noise levels could disturb sensitive

receptors, such as residences and schools. Sensitive receptors include the Los Medanos Elementary School located directly east and residences located approximately 50 feet to the east, south, and west.

Construction activity would be required to comply with Policy 12-P-9 in the City's Noise Element, which would "limit generation of loud noises on construction sites adjacent to existing development to normal business hours between 8:00 AM and 5:00 PM." This policy would prevent loud construction activity during evening and nighttime hours when nearby residences are most sensitive to noise. However, as discussed above, daytime construction noise could still disturb sensitive receptors. Therefore, construction on the project site that would exceed 14 days may require subsequent CEQA analysis, and may require mitigation measures to reduce impacts associated with temporary increases in ambient noise levels.

Operational Noise

The project would not generate operational noise. Given the site's physical constraints, no habitable structures could be constructed and no increase in ambient noise levels in the project vicinity would occur. For minor utilities or telecommunication facilities developed on the site, vehicle trips would be minimal and infrequent. Operational vehicle trips would not substantially increase ambient noise levels in the project vicinity.

LESS THAN SIGNIFICANT IMPACT

b. Would the project result in generation of excessive groundborne vibration or groundborne noise levels?

As stated under *criterion (a)*, the project would not construct on the project site. Construction of a potential future development could use heavy machinery which has the potential to generate vibration near the source. Allowable uses would not generate significant ongoing operational groundborne vibration because none of the uses require the use of heavy industrial machinery. Therefore, this analysis considers vibration impacts from future construction only.

Similar to construction noise, vibration levels would vary depending on the type of construction project and related equipment use. In general, future construction activities are likely to be limited to minor utilities or telecommunication facilities and would be unlikely to generate substantial vibration. Table 2 estimates vibration levels from construction equipment.

Table 2 Vibration Levels for Construction Equipment

	PPV (in/sec)		
Equipment	**25 Feet**	**50 Feet**	**100 Feet**
Vibratory Roller	0.210	0.098	0.046
Large Bulldozer	0.089	0.042	0.019
Loaded Trucks	0.076	0.035	0.017
Jackhammer	0.035	0.016	0.008

Source: Caltrans 2013

As shown in Table 2, potential construction activity would generate vibration levels reaching an estimated 0.098 PPV at a distance of 50 feet during paving activities. Because this vibration level would not exceed 0.25 PPV, Caltrans' recommended criterion for distinctly perceptible vibration

from transient sources, it would not result in substantial annoyance to people of normal sensitivity. Construction activity that generates loud noises (and therefore vibration) also would be limited to normal business hours per General Plan Policy 12-P-9 and Municipal Code Section 9.44.010 prohibiting the use of pile drivers, pneumatic hammers, and similar equipment between the hours of 10 p.m. and 7 a.m. which would prevent the exposure of sensitive receptors to vibration during evening and nighttime hours. Furthermore, maximum vibration levels would not exceed the Caltrans criteria of 0.5 PPV for potential damage of historic and old buildings from transient vibration sources. Therefore, vibration would not be excessive, and this impact would be less than significant.

LESS THAN SIGNIFICANT IMPACT

c. *For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

As discussed in Section 9, *Hazards and Hazardous Materials*, the nearest publicly available airport is Buchanan Field Airport, which is located approximately 8 miles southwest of the project site. The project site is outside the Airport Influence Area for Buchanan Field Airport, as mapped in the Contra Costa County Airport Land Use Compatibility Plan (Contra Costa County Airport Land Use Commission 2000). No private airstrips are located in the vicinity. Therefore, the project would not expose sensitive receptors to excessive noise levels from aircraft. This impact would be less than significant.

LESS THAN SIGNIFICANT IMPACT

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14 Population and Housing

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Induce substantial unplanned population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	☐	☐	☐	■
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	■

Setting

According to the California Department of Finance (DOF), Pittsburg has an estimated population of 74,321 with 23,506 housing units (DOF 2020). The average number of persons per household is estimated at 3.36. The Association of Bay Area Governments (ABAG) provides projections for population in Pittsburg through the year 2040. ABAG projects the population of Pittsburg to be 91,615 by the year 2040 (ABAG 2017).

Impact Analysis

a. *Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?*

b. Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

The project would not involve the construction of infrastructure that could induce substantial population growth, such as new or increased capacity sewer or water lines, or the construction of new streets and roads, but rather would serve existing populations. The project would not introduce new commercial development to the site and would not introduce any new populations to the project site. In addition, the project would not require the displacement of housing or people because there are no existing residences on the site. No impact related to population and housing would occur.

NO IMPACT

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15 Public Services

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a.	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
	1 Fire protection?	☐	☐	☐	■
	2 Police protection?	☐	☐	☐	■
	3 Schools?	☐	☐	☐	■
	4 Parks?	☐	☐	☐	■
	5 Other public facilities?	☐	☐	☐	■

Setting

The Contra Costa County Fire Protection District (CCCFPD) provides fire and emergency medical services to the Bay Area Rapid Transit (BART) stations, regional parks, and unincorporated areas in the county, and fifteen cities including Pittsburg. CCCFPD operates three stations in Pittsburg (Station 84, Station 85, and Station 87).

The Pittsburg Police Department (PPD) provides police protection services to the City. PPD operations division operates one police station in the City. The PPD patrol division is a 24/7 operation with more than 35 officers assigned to one of five patrol shifts (Pittsburg Police Department 2019). In 2018, the PPD responded to 80,133 calls for service, which resulted in more than 2,800 arrests. The Pittsburg Police Department also operates the traffic division, investigations division, SWAT, crisis negotiation team, canine team, school resource officers, and several other divisions.

The City of Pittsburg is served by three different school districts: the Pittsburg Unified School District, the Antioch Unified School District, and the Mt. Diablo Unified School District (Pittsburg 2020). In addition, adult education programs are available through the Pittsburg Adult Education Center, Los Medanos College, and Project Second Chance (Pittsburg 2020).

The Pittsburg Public Works Department administers and maintains parks and other recreational facilities including community and senior centers. Public Works Department maintains

approximately 322 acres spread over 26 park facilities within the City of Pittsburg (City of Pittsburg 2020).

Impact Analysis

a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

1 Fire protection?

2 Police Protection?

3 Schools?

4 Parks?

5 Other public facilities?

CCCFPD Fire Station 87 is approximately 0.8 mile southwest of the project site, at 800 W Leland Road, Pittsburg, California. The project would be required to comply with all applicable fire code standards. In addition, the project site is in an urban area that is already served by the CCCFPD. Development of the site would be subject to review by the CCCFPD if applicable and would be required to meet all California Fire Code regulations for construction and operation. The project would not incrementally increase population in the area nor introduce structures which could generate the need for increased levels of fire department response.

The PPD is located approximately 0.5-mile northeast of the project site. The project would not introduce a new population and no habitable structures could be constructed on site. Therefore, the project would not incrementally increase population in the area nor introduce structures which could generate the need for increased levels of police response.

Los Medanos Elementary School is located directly east of the project site. However, the project would not construct residences that would increase the number of school-aged children in the City. Therefore, the project would not result in the need for new or physically altered school facilities.

City Park is located approximately 0.5-mile northeast of the project site. The project would not increase the population in the City. No habitable structures could be constructed on site. Therefore, the project would not add population that would contribute to substantial physical deterioration of existing recreational facilities.

The project would not result in significant impacts to public services within the City of Pittsburg.

NO IMPACT

16 Recreation

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	■
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	■

Setting

The City of Pittsburg Public Works and Recreation Departments administer and maintain parks and other recreational facilities including community and senior centers. The Public Works Department maintains approximately 322 acres spread over 26 park facilities within the City of Pittsburg (City of Pittsburg 2020). Recreational activities and centers are also managed by the Recreation Department.

Parks nearest the project site include City Park, approximately 0.5 mile northeast of the project site, Americana Park located approximately 0.5 mile northwest of the project site, John Henry Johnson Park located approximately 0.7 mile southwest of the project site, and the Stoneman Trailhead is located approximately 1 mile southwest of the project site.

Impact Analysis

a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

As discussed in Section 15, *Public Services*, the project would not increase population and thus, would not increase, significantly accelerate or cause the physical deterioration of parks. No habitable structure could be constructed on the site, and thus, the project would not introduce population to the City. Therefore, the project would not contribute to the acceleration or physical deterioration of parks. There would be no impact.

NO IMPACT

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17 Transportation

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	■	☐
b. Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	☐	☐	■	☐
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?	☐	☐	☐	■
d. Result in inadequate emergency access?	☐	☐	■	☐

Setting

Existing Roadway System

- **State Route 4** is an eight-lane east-west freeway with High Occupancy Vehicle (HOV) Lane in each direction that carries a high volume of traffic exceeding 140,000 vehicles in Pittsburg. The freeway's median accommodates the Antioch BART line.
- **Leland Road** is an east-west roadway south of the project site. It has two travel lanes in each direction and sidewalks are provided on both sides of the roadway. The posted speed limit is 35 miles per hour (mph).
- **Crestview Drive** is a north-south roadway east of the project site. It has one travel lane in each direction and sidewalks are provided on both sides of the roadway. The posted speed limit is 35 mph.
- **Railroad Avenue** is a north-south roadway further east of the project site. It has two travel lanes in each direction and sidewalks are provided on both sides of the roadway. The posted speed limit is 35 mph.

Existing Pedestrian and Bicycle Facilities

Pedestrian facilities in the study area include sidewalks, crosswalks, and signals. Sidewalks surrounding the project site vary in width from 2 to 3 feet. At the signalized intersections in the area, crosswalks and pedestrian push-button actuated signals are provided. Crosswalks are not marked at unsignalized intersections in the study area.

Bicycle facilities in the City (following the Caltrans bicycle facility classification) include the following:

- **Class 1 Bike Trail (Class I Bike Path)** – Bike paths provide a separate right-of-way and are designated for the exclusive use of people riding bicycles and walking with minimal cross-flow traffic. Such paths can be well situated along creeks, canals, and rail lines. Class 1 Bikeways can also offer opportunities not provided by the road system by serving as both recreational areas and/or desirable commuter routes.
- **Class 2 Bike Trail (Class II Bike Path)** – Bike lanes provide designated street space for bicyclists, typically adjacent to the outer vehicle travel lanes. Bike lanes include special lane markings, pavement legends, and signage. Bike lanes may be enhanced with painted buffers between vehicle lanes and/or parking, and green paint at conflict zones (such as driveways or intersections).
- **Class 3 Bike Route (Class III Bike Path)** – Bike routes provide enhanced mixed-traffic conditions for bicyclists through signage, striping, and/or traffic calming treatments, and to provide continuity to a bikeway network. Bike routes are typically designated along gaps between bike trails or bike lanes, or along low-volume, low-speed streets. Bicycle boulevards provide further enhancements to bike routes to encourage slow speeds and discourage non-local vehicle traffic via traffic diverters, chicanes, traffic circles, and/or speed tables. Bicycle boulevards can also feature special wayfinding signage to nearby destinations or other bikeways.

The City of Pittsburg currently has 43 miles of bikeways including 28 miles of Class II Bicycle Lanes and 13 miles of Class I Multi-Use paths including the 6.8-mile Delta de Anza Trail that connects with Bay Point and Antioch. Most streets within the City such as Buchanan Road, Harbor Street, California Avenue, Center Avenue, Loveridge Road, and Willow Pass Road have bike lanes with some gaps (City of Pittsburg 2019a). The City anticipates adoption of its updated bicycle plan, Pittsburg Moves, in Winter 2021.

Existing Transit Service

The Eastern Contra Costa Transit Authority operates Tri Delta Transit which provides transit service in Eastern Contra Costa County, serving the communities of Antioch, Brentwood, Pittsburg, Oakley, and the county of Contra Costa. The Eastern Contra Costa Transit Authority operates fixed-route and paratransit services (Tri Delta Transit 2018). In the project vicinity, there are two bus stops along Leland Road.

Bay Area Rapid Transit (BART) provides fixed rail transit to eastern Contra Costa County. Currently, the terminus station for the East Bay Area's yellow line is in Antioch. Weekday service is provided on approximately 15-minute headways and weekend service is provided on approximately 20-minute headways. The Antioch-SFO/Millbrae Line connects to key regional employment centers, including Concord, Pleasant Hill, Walnut Creek, Oakland and San Francisco. Transfers to other lines can be made in Oakland. The Pittsburg Center BART station is approximately 0.7 mile from the project site.

Impact Analysis

a. Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

b. Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

The project would not generate additional vehicle trips to or from the project site. As part of the Pittsburg Moves Plan, a Class I Bike Trail is proposed on a portion of the site along the Frontage Road. Development on the site would be limited by the Class I Bike Trail. Minor utilities or telecommunication facilities on the site could increase vehicle trips to and from the site during construction and for service calls during operation. Because no habitable structures could be constructed on the site, no increased population would affect the capacity of transit facilities to accommodate public demand. The project would not introduce uses to the site that would be hazardous to users of the proposed bike trail or conflict with applicable policies for bicycle facilities or pedestrians. Therefore, the project would not conflict with policies in the City's Transportation Element regarding roadways, to improve transit access, or bicycle and pedestrian access.

LESS THAN SIGNIFICANT IMPACT

c. Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?

The project would not alter the project site in a manner that would increase hazards due to a geometric design feature or incompatible use. Development on the project, such as minor utilities or telecommunication facilities, would also not increase hazards due to a geometric design feature or incompatible use. Therefore, no impact related to roadway hazards would occur.

NO IMPACT

d. Would the project result in inadequate emergency access?

The project site would be accessible via Frontage Road which is accessible via Dover Way, Chelsea Way, or Covington Drive. Future potential project construction would be required to provide proper emergency access to the site as part of development design and would be required to comply with 2016 California Fire Code for access. Adherence to these required design and construction standards would reduce potential impacts related to emergency access to less than significant. The project would have a less than significant impact on emergency access to the project site.

LESS THAN SIGNIFICANT IMPACT

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18 Tribal Cultural Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in a Public Resources Code Section 21074 as either a site, feature, place, or cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or	☐	☐	■	☐
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	■	☐

As of July 1, 2015, California Assembly Bill 52 of 2014 (AB 52) was enacted and expands CEQA by defining a new resource category, "tribal cultural resources." AB 52 establishes that "A project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment" (PRC Section 21084.2). It further states that the lead agency shall establish measures to avoid impacts that would alter the significant characteristics of a tribal cultural resource, when feasible (PRC Section 21084.3).

PRC Section 21074 (a)(1)(A) and (B) defines tribal cultural resources as "sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe" and is:

1. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or
2. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying these criteria, the lead agency shall consider the significance of the resource to a California Native American tribe.

AB 52 also establishes a formal consultation process for California tribes regarding those resources. The consultation process must be completed before a CEQA document can be certified. Under AB 52, lead agencies are required to "begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project." Native American tribes to be included in the process are those that have requested notice of projects proposed within the jurisdiction of the lead agency.

California Government Code Section 65352.3 (adopted pursuant to the requirements of Senate Bill 18 of 2004) requires local governments to contact, refer plans to, and consult with tribal organizations prior to making a decision to adopt or amend a general or specific plan. The tribal organizations eligible to consult have traditional lands in a local government's jurisdiction, and are identified, upon request, by the Native American Heritage Commission (NAHC). As noted in the California Office of Planning and Research's Tribal Consultation Guidelines (2005), "The intent of SB 18 is to provide California Native American tribes an opportunity to participate in local land use decisions at an early planning stage, for the purpose of protecting, or mitigating impacts to, cultural places."

The City has not received any requests from California Native American tribes to be notified of proposed projects in the city, pursuant to PRC Section 21080.3.1. Nevertheless, on August 10, 2020, the City sent a notice to representatives of Native American Tribes that may have an interest in development of the project site. The City did not receive any replies requesting further consultation regarding the proposed project.

Impact Analysis

a. Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code 21074 that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?

b. Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code 21074 that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 2024.1?

Because no tribes have requested AB 52 or SB 18 consultation over the project, the City assumes that no known tribal cultural resources are present within Pittsburg. However, it is possible that ground disturbance during potential future construction activities would encounter unknown tribal cultural resources or known cultural resources that may be identified as tribal cultural resources. Therefore, future development may require subsequent CEQA analysis and may require mitigation measures to reduce potential impacts to tribal cultural resources.

LESS THAN SIGNIFICANT IMPACT

19 Utilities and Service Systems

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	■	☐
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	■	☐
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	■	☐
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	■	☐
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	■	☐

Setting

Potable Water

Potable water would be provided to the project site by the CCWD. The City is a retail water purveyor that obtains most of its potable water supply under a wholesale contract with the Contra Costa Water District (CCWD). This water is diverted as raw water from CCWD's Contra Costa Canal. The remainder of the potable water supply is obtained from the City's two groundwater wells. In 2015, 87 percent of the City's potable water supply was provided by CCWD and 13 percent was from local groundwater wells (City of Pittsburg 2019a).

Wastewater

Sewer services in the City of Pittsburg are provided by the City and the Delta Diablo. The City of Pittsburg maintains and owns the local sewage collection system that serves the City's municipal users and the City's wastewater is conveyed to Delta Diablo facilities for treatment. The City's collection system consists of approximately 174 miles of sewer lines and one sewage lift station. Wastewater from developments south of SR-4 enter the Delta Diablo interceptor system on the Pittsburg-Antioch Highway (Pittsburg 2019a). The Delta Diablo wastewater treatment plan has a 54 square mile service area with an average wastewater flow of 12.4 million gallons per day (mgd) (City of Pittsburg 2019a).

Stormwater

The site currently drains to storm drains in the adjacent roadway on Frontage Road where the flow joins with the Pittsburg stormwater system. Stormwater runoff is collected and disposed of by an integrated system of storm drains, inlets, curbside gutters, catch basins, drainage ditches, and man-made channels. Ultimately, stormwater that enters the City's system drains to the Suisun Bay. The City of Pittsburg maintenance personnel inspect, clean, and maintain storm drains within the City and ensure inlets and drains are clear of debris to ensure stormwater flows freely (City of Pittsburg 2020b).

Solid Waste

Mt. Diablo Resource Recovery manages all trash and recycling services in Pittsburg. Both residential and commercial solid waste is currently transported to and disposed of at the Keller Canyon Landfill southwest of the City. Table 3 shows the estimated remaining capacity and anticipated closure dates at Keller Canyon Landfill (CalRecycle 2019).

Table 3 Estimated Landfill Capacities and Closure Dates

Landfill Facility	Permitted Capacity (cubic yards)	Remaining Capacity (cubic yards)	Anticipated Closure Date
Keller Canyon	75,018,280	63,408,410	2030

Source: CalRecycle 2019b

Other Utilities

Gas and electric utilities to the project site would be provided by PG&E or MCE (City of Pittsburg 2020c). Infrastructure capable of supporting electric and telecommunications exists on the project site and in the project vicinity.

Impact Analysis

a. Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

c. Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Water

The project would not result in any direct impacts to water because the project does not require construction or operation of the project site. However, secondary impacts associated with future development of the project site may occur and impacts associated with that development may include impacts to water facilities. No habitable structures could be constructed on the site and thus, would not increase water use due to the site's physical constraints. Minor utilities or electronic billboards would not require potable water. As discussed in Section 10, *Hydrology and Water Quality*, and below under criterion b, CCWD has adequate water supply to serve the project. However, no new water infrastructure or off-site utilities would be required to convey water to the project site. Therefore, the project would not result in the need for new or expanded water facilities.

Wastewater

No habitable structures would be constructed on site; therefore, no additional wastewater would be generated. Therefore, the project would not impact the treatment capacity of existing municipal wastewater treatment providers.

Stormwater

Development of the site would comply with City standards and convey stormwater to the City's storm drain system. However, the volume of stormwater would be minimal given the potential for minor utilities or electronic billboard structures. Potential development of a portion of the project site with a bicycle trail as part of the proposed *Pittsburg Moves* plan would require BMPs to maintain existing stormwater drainage. Therefore, impacts to the municipal stormwater system would be less than significant.

Electricity, Natural Gas, and Telecommunications

As discussed in Section 6, *Energy*, the project would not result in the wasteful, inefficient, or unnecessary consumption of energy. The project would not result in direct impacts as the proposed General Plan amendment and rezone would not propose construction or operation of the project site and thus would not require the construction of new electric power, natural gas, or telecommunications facilities. Secondary impacts associated with the future development on the project site may occur and impacts associated with that development may include the construction and operation of minor utilities or telecommunication facilities on the project. Development of these facilities would be required to comply with all state and federal regulations regarding energy

efficiency. Therefore, the project would not result in significant environmental impacts due to the construction of new utility facilities. Impacts would be less than significant.

LESS THAN SIGNIFICANT IMPACT

b. Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

Development on the site could temporarily use water to wet down disturbed areas and minimize emissions of fugitive dust. However, water would be needed only during construction activities. Because no habitable structure could be constructed on site, no potable water would be needed during normal, dry and multiple dry years. Furthermore, the City relies on recycled water for street-side landscaping and city parks, so additional landscaping on the project site would not draw from water supplies (City of Pittsburg 2019a). Therefore, the project would have a less than significant impact.

LESS THAN SIGNIFICANT IMPACT

d. Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

e. Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Development on the site would potentially generate solid waste during construction. However, projects would be required to divert 75 percent of solid waste per AB 341 and would be required to comply with Chapter 8.06 of the Pittsburg Municipal Code, which outlines how solid waste is removed and disposed of from a site. No habitable structures could be constructed on the site; therefore, no solid waste would be generated during operation. The project would not adversely affect solid waste facilities.

LESS THAN SIGNIFICANT IMPACT

20 Wildfire

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	■
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	■
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	■
d. Expose people or structures to significant risks, including downslopes or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	■

Setting

The City of Pittsburg is not located within or near a very high fire hazard severity zone. However, some of the southern and western edges of Pittsburg are located in a high fire hazard severity zone in a state responsibility area (Pittsburg 2019a).

Impact Analysis

a. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

b. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

c. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

d. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project expose people or structures to significant risks, including downslopes or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

The project site is not in a CAL FIRE designated very high fire hazard severity zone and is located approximately 12 miles northeast of the nearest very high fire hazard severity zone (CAL FIRE 2020). As such, project implementation would not impair any adopted emergency response plan or emergency evacuation plan; exacerbate wildfire risks; require the installation or maintenance of associated infrastructure that may exacerbate fire risk; or expose people or structures to significant risks, including downslopes or downstream flooding or landslides, as a result of runoff, post fire slope instability, or drainage changes in or near state responsibility areas or lands classified as very high fire severity zones. No impact would occur.

NO IMPACT

21 Mandatory Findings of Significance

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Does the project:				
a. Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	■	☐
b. Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	■	☐
c. Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	■	☐

a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

As discussed throughout the Initial Study, potential environmental impacts related to the quality of the environment would be less than significant. Future development of the project site may require subsequent CEQA analysis and could require mitigation measures to reduce potential impacts as a result of development.

LESS THAN SIGNIFICANT IMPACT

b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Pursuant to CEQA Guidelines Section 15064(h)(3), cumulative impacts associated with some of the resource areas have been addressed in the individual resource sections above: Air Quality, Greenhouse Gases, Water Supply, and Solid Waste. As discussed in these sections, impacts (including cumulative impacts) would be less than significant. Some of the other resource areas were determined to have no impact in comparison to existing conditions and therefore would not contribute to cumulative impacts, such as mineral resources and agriculture and forestry resources. As such, cumulative impacts in these issue areas would also be less than significant (not cumulatively considerable). Other issues (e.g., aesthetics, hazards and hazardous materials) are site-specific by nature, and impacts at one location do not add to impacts at other locations or create additive impacts. The project would amend the General Plan and rezone the site to Community Commercial but would not allow for large developments on the project site with significant impacts. Therefore, the project's impacts would not be cumulatively considerable.

LESS THAN SIGNIFICANT IMPACT

c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

In general, impacts to human beings are associated with air quality, hazards and hazardous materials, and noise impacts. As detailed in Section 3, *Air Quality*, the proposed project would not result in a direct or indirect air quality impact. As discussed in Section 13, *Noise,* the project would not generate significant impacts related to ambient noise or groundborne vibration or make a cumulatively considerable contribution to significant cumulative noise impacts. Similarly, as discussed in Section 9, *Hazards and Hazardous Materials,* impacts related to groundwater, vapor, or soil contamination would not be significant as a result of project implementation and would not have a cumulatively considerable contribution to significant cumulative hazards impacts. Impacts to human beings would be less than significant.

LESS THAN SIGNIFICANT IMPACT

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Rincon Consultants, Inc. prepared this IS-MND under contract to the City of Pittsburg. Persons involved in data gathering analysis, project management, and quality control are listed below.

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Exhibit B to Resolution No. 21-_____
General Plan Map Amendment

Fig. 1: Existing General Plan Designations

Fig. 2: Proposed General Plan Designations

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Approving a Zoning Map Amendment for an Approximately Three-Acre Site Located Along Frontage Road, AP-20-1544 (GP, RZ).	))))	ORDINANCE NO. 21-___

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 Pittsburg 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 Pittsburg held on March 1, 2021, and was adopted and ordered published at a meeting of the City Council held on _____, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Exhibit A to Ordinance No. 21-____
Zoning Map Amendment

Fig. 1: Existing Zoning Designations

Fig. 2: Proposed Zoning Designations

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Recommending City Council Approval of a General Plan and Zoning Map Amendment for the "Frontage Road General Plan Amendment and Rezone Project, AP-20-1544 (GP, RZ)".	)))))	Resolution No. 10163

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

Section 1. Background

A. 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.

B. 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.

C. 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.

D. The requested amendments would: 1) change the Project Site's General Plan land use designation from 'Park' to 'Community Commercial'; and 2) establish a zoning designation of CC (Community Commercial) on the Project Site. The Project Site does not currently have an assigned zoning district.

E. 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).

F. 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.

G. The 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.

H. Government Code section 65358 provides that the legislative body of a local government agency may amend its general plan, in whole or in part, if it finds that the amendment would be in the public interest. No more than four general plan amendments to each required element may be adopted within one calendar year. For the 2021 calendar year, the City Council has not adopted any amendments to the General Plan to date.

I. The California Government Code and the Pittsburg Municipal Code identify the Planning Commission as the advisory body to the City Council on amendments to the General Plan. Government Code section 65353(a) requires that the Planning Commission conduct at least one public hearing prior to making its recommendation on a proposed General Plan amendment.

J. Pittsburg Municipal Code ("PMC") section 18.16.020 identifies the Planning Commission as the advisory body to the City Council on proposed changes to the zoning map. Prior to making a recommendation, the Planning Commission must find, in accordance with PMC 18.48.030, that:

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

2. A community need is demonstrated for the change proposed; and

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

K. On or prior to January 15, 2021, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020, a "Notice of Public Hearing," for the January 26, 2021, public hearing on this item was published in the East County Times; was posted at City Hall; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice.

L. 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.

Section 2. Findings

A. Based on the Planning Commission Staff Report entitled, "Frontage Road General Plan Amendment and Rezone Project, AP-20-1544 (GP, RZ)," dated January 26, 2021, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the meeting, the Planning Commission finds that:

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

2. The Initial Study and Negative Declaration have been independently reviewed and considered, prior to making a recommendation to the City Council.

General Plan Map Amendment

3. The requested General Plan map amendment is in the public interest, in that it will facilitate the use of the vacant parcel and help the City achieve its economic development objectives while reducing blight.

Zoning Map Amendment

4. The requested zoning map amendment is consistent with the objectives, policies, general land uses, and programs specified in the General Plan, in that:

   a. It will facilitate development on an infill site, thereby helping the City maintain a compact urban form (Goal 2-G-1).

   b. It will incentive the use of vacant infill land and revitalize an underutilized site (Goal 2-G-6).

   c. It will 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).

5. Furthering economic development in the City directly addresses a major 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.

6. 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 staff report entitled "Frontage Road General Plan Amendment and Rezone Project, AP-20-1544 (GP, RZ)," dated January 26, 2021, is referenced hereto as additional support for the findings.

Section 3. Recommendation

Based on the findings set forth above, the Planning Commission hereby recommends that the City Council adopt a resolution and ordinance (as applicable) to:

A. Amend General Plan Figure 2-2 (Land Use Diagram) and Figure 2-4j (West Leland Subarea) to change the land use designation of the Project Site described in section 1.A above, from 'Park' to 'Community Commercial' as substantially presented in "Exhibit A" of this resolution, as well as modify other General Plan tables and charts as necessary to reflect the change in land use acreages and maintain internal consistency; and

B. Amend the zoning map to establish a zoning designation of CC (Community Commercial) to the project site described in section 1.A above and as substantially presented in "Exhibit B" of this resolution.

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner Moreno, seconded by Commissioner Coniglio, the foregoing resolution was passed and adopted the 26th day of January 2021, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES: Coniglio, Croskey, Foster, Moreno, Robinson

NAYES: None

ABSTAIN: None

ABSENT: Nguyen

I hereby certify that the above Resolution No. 10163 was adopted by the Planning Commission of the City of Pittsburg on January 26, 2021.

KRISTIN POLLOT, AICP, SECRETARY
PITTSBURG PLANNING COMMISSION

Attach 4: Map of Surrounding Uses

1/20/2021, 10:01:48 AM

Caltrans ROW

Parcel

1:4,000

0 205 410 820 ft

0 62.5 125 250 m

USDA FSA, GeoEye, Maxar, Esri, HERE, Garmin, iPC, Sources: Esri, HERE, DeLorme, USGS, INCREMENT P, NRCan, © OpenStreetMap contributors, and the GIS User Community

Disclaimer: All reasonable effort has been made to assure the accuracy of the maps for its intended purpose.

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

NOTICE OF PUBLIC HEARING

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

DATE: **March 1, 2021**
TIME: **7:00 p.m.**
PLACE: **Streaming Video**
(see public advisory on next page)

Concerning the following matter:

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).

This is a public hearing on a request initiated by the Economic Development Department requesting City Council 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. The site totals less than three acres in size and is located along the northern side of Frontage Road, between Dover Way and Chelsea Way. Assessor's Parcel No. (APN) 087-227-001. Development of the site is not proposed at this time. On January 26, 2021, the Planning Commission considered the draft negative declaration and approved Resolution No. 10163, recommending approval of the proposed General Plan amendment and rezoning.

PROJECT PLANNER: Jordan Davis, (925) 252-4015 or jdavis@ci.pittsburg.ca.us

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Why am I receiving this notice?
You are receiving this notice because you have either previously requested notifications from the Planning Division, or a project has been proposed in your neighborhood and all property owners within a minimum 300-foot radius of the project site are being notified.

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

What can I do if I have comments on the project?
Comments or objections to the project can be made by writing or through oral testimony during the public hearing. Written comments citing the project name may be emailed to meetingcomments@ci.pittsburg.ca.us or may be mailed to: Pittsburg Planning Division, 65 Civic Avenue, Pittsburg, CA 94565. You may also register your comments or objections by attending the virtual public hearing on the date and time listed above (see meeting agenda, once published, for details on how to register a phone-in comment).

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

Alice E. Evenson
ALICE E. EVENSON
CITY CLERK

Project Title: Frontage Road General Plan Amendment and Rezone, AP-20-1544 (GP, RZ)
Location: Northern side of Frontage Rd, between Dover Wy and Chelsea Wy. APN 087-227-001

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 regular meeting of the City Council on March 1, 2021, will be conducted telephonically via Zoom and broadcast live through Granicus on the City's website (www.ci.pittsburg.ca.us).

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. The City Council will be participating telephonically and will not be physically present in the Council Chamber.

Written comments that are to be provided to the City Council in advance and not read at the meeting will be distributed to the prior to the meeting if received by 5:00 p.m. the date of the meeting. Comments via text and social media (Facebook, Twitter, etc.) will not be accepted.

The City of Pittsburg thanks you in advance for taking all precautions to prevent spreading the COVID-19 virus.

City of Pittsburg

Frontage Road General Plan Amendment and Rezone Project AP-20-1544 (GP, RZ)

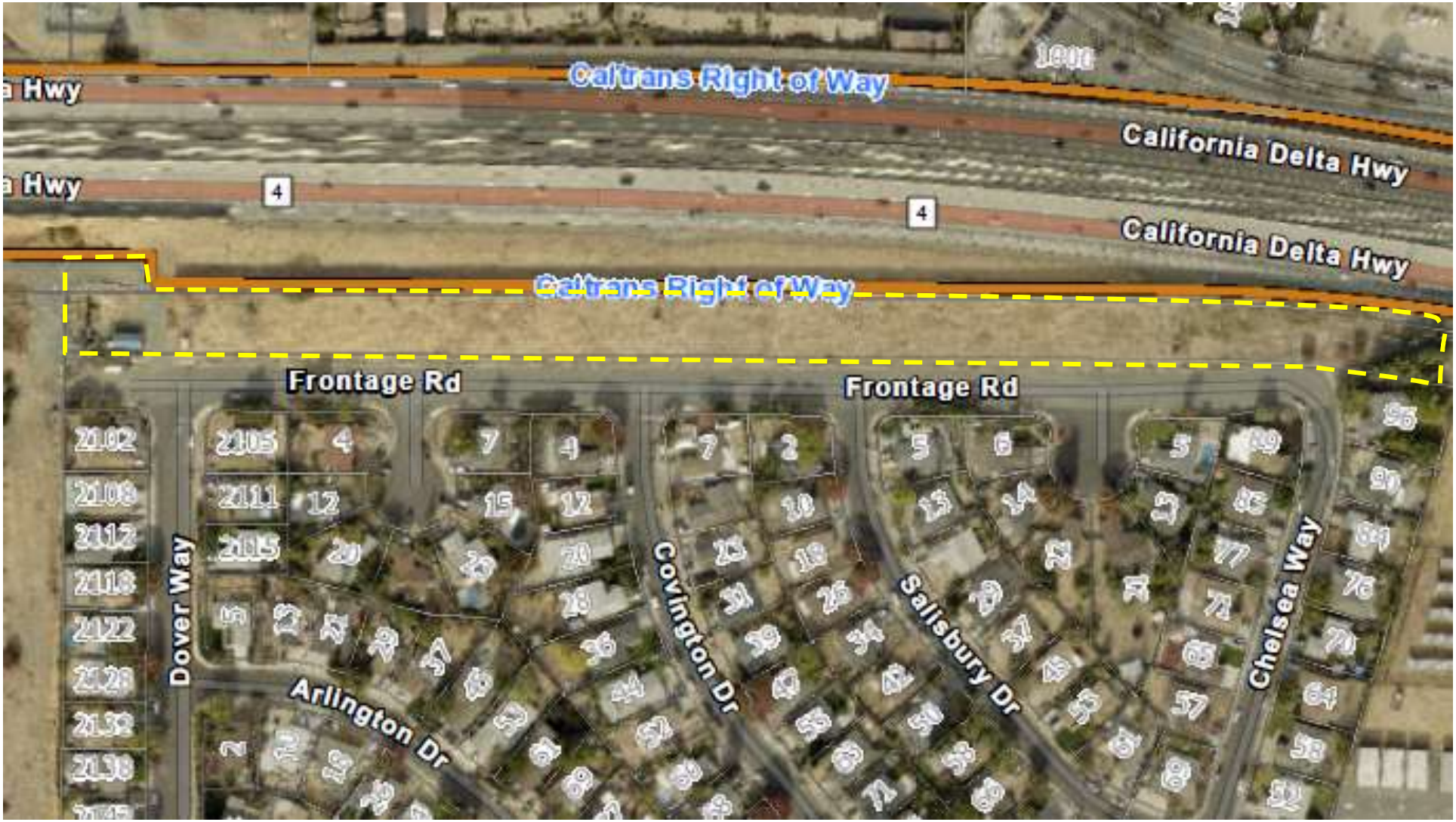
Background

- Area was previously excess right-of-way
- Currently does not have zoning designation
- Area is mainly utility infrastructure, access roadway, Dover Well pump station
- 0.11 ac. portion of site unmapped – not a parcel
- Long-standing goal of the City Council to further economic development

Project

- February 2020: Study initiated by the City Council
- Summer 2020: Project initiated by Economic Development Department
- Request: GPA and zoning map amendment
    - GP: *Park* to *Community Commercial*
    - Zoning: “undesignated” to “CC” (Community Commercial)
- January 26, 2021: Planning Commission adopts Resolution No. 10163 recommending approval

PG&E substation
Parkside Elementary
Dover well pump
Railroad Corridor (1/2 mile)
PG&E utility corridor
Los Medanos Elementary
California Delta Hwy
Caltrans Right of Way
Frontage Rd
Power Ave
Andrew Ave
Burton Ave
Bodega Ct
Bodega Dr
Covington Dr
Salisbury Dr
Asbury Way
Chelsea Way
Arlington Dr
Burnham Dr
Rolfe Dr


Caltrans Right of Way
California Delta Hwy
4
Caltrans Right of Way
California Delta Hwy
Frontage Rd
Frontage Rd
Dover Way
Arlington Dr
Covington Dr
Salisbury Dr
Chelsea Way

CEQA

- Initial Study prepared to examine the project
- Impacts resulting from the proposed changes would be less than significant:
  - Mainly due to easements and utilities
  - Standards used are prescribed by expert agencies, vetted through the Initial Study
- IS/ND released for 30-day review

Findings to be Made

GPA:

- Must be in the public interest
- Max 4 GPAs per year

Zoning Map Amendment:

- Must be consistent with the General Plan
- There must be a community need
- Must conform with public convenience, general welfare, and good zoning practice

Key Considerations

- No habitable structures could be constructed
  - Minor utilities, telecom facilities, small structures
  - Future development of non-habitable uses will be sought (not currently proposed)
- Future development subject to:
  - Applicable approvals, review, noticing
  - Development standards
  - Environmental review(s)

Goals of the Project

- How can we bring value to the area?
  - Increase utility of the parcel
  - Protect the area from additional traffic, noise, etc.
  - Providing a public benefit
- How can we promote economic development, achieve the goals of the General Plan?

Economic Development

- A self-sustaining city
- Maintain and improve quality of life, make Pittsburg a place to live, work, and play
- How can we:
  - Support existing businesses
  - Attract new businesses
  - Increase educational achievement
  - Promote Pittsburg, further outreach

Recommendation

Staff recommends the City Council open the public hearing, take public comment, close the public hearing and then:

1. Adopt a resolution adopting a Negative Declaration and General Plan Land Use Map Amendment; and
2. Introduce, waive further reading and pass to second reading an ordinance amending the establishing a zoning designation of CC (Community Commercial) District on the project site.

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

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

MEETING DATE: March 1, 2021

EXECUTIVE SUMMARY

City Council approval is required for staff to proceed in a grant application to the Statewide Park Development and Community Revitalization Program Grant Funds for the City Park Renovation Project.

FISCAL IMPACT

None from this action. If the competitive grant application is successful, it may result in allocation of funds in an amount up to $8.5 million (grant program maximum) for design and construction of amenities at City Park. No matching funds are required.

RECOMMENDATION

City Council adopt the Resolution authorizing an application to the Statewide Park Development and Community Revitalization Program Grant Funds for the City Park Renovation Project and designating the City Manager as the City's authorized representative.

BACKGROUND

In 2006, California voters approved Proposition 84 to create, expand and renovate parks in critically underserved communities across the state. In 2018, voters approved Proposition 68 to continue the program with $650 million distributed across the state in multiple rounds. In 2019, nearly $255 million was available.

As administrator of the program, the California Department of Recreation developed guidelines for local agencies to apply and reviews the applications in a competitive grant process. Projects must create a new park, expand or renovate an existing park in a critically underserved area. Grantees must complete projects by June 30, 2025.

This resolution, if approved, will authorize staff to prepare and submit an application to the Statewide Park Development and Community Revitalization Program Grant Funds for the City Park Renovation Project, and designates the City Manager as the City's representative for purposes of grant administration.

SUBCOMMITTEE FINDINGS

This item was presented before the Community Advisory Commission on December 2, 2020 for discussion and feedback. The final conceptual design will be presented again to the Community Advisory Commission on March 3, 2021.

STAFF ANALYSIS

Staff from the Recreation and Community Development departments completed required training in development of a competitive grant application for Proposition 68 funds, and recently completed a series of public meetings to solicit input on what amenities should be included in the park renovation.

Due to the constraints of the COVID-19 Shelter in Place, meetings were held virtual via Zoom. Meetings included members of the public including nearby neighbors of the park, representatives from Parkside Elementary School, Pittsburg High School, STS Academy, Pittsburg Junior Pirates Football & Cheer, Pittsburg Baseball/Softball Association, Michael Valle Foundation, youth and adult soccer organizations, Pittsburg Community Theatre, and members of the Community Advisory Commission. The diverse Participants ranged from youth to seniors, many who frequent the park, and some who had not visited City Park in years, or not at all. Staff also received comments and suggestions via email throughout the process. Residents identified their preferred park amenities and through conversation and a live survey where able to indicate on a site map where the new features should be located.

Respondents submitted nearly 100 votes and indicated several locations for amenities in the park, ranging from a plaza and additional athletic courts, to jogging/walking paths, improved concession stands and restrooms, additional open grass areas and seating. Also popular were safety improvements, such as lighting and irrigation upgrades.

This feedback will be used by staff to develop a scope of work and budget for the grant project. The deadline for applications is March 12, 2021. Results of the grant process are expected in summer 2021. Staff recommends approval of the attached resolution.

ATTACHMENTS: Resolutions
Funding Agreement (sample)

Report Prepared By: Kolette Simonton, Assistant Director of Recreation and Economic Development

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Approving the Application)
for Statewide Park Development and) RESOLUTION NO. 21-
Community Revitalization Program)
Grant Funds for City Park)

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project.

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

Section 1. The filing of an application for the City Park Renovation Project is approved.

Section 2. The City Council certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project if the grant is awarded.

Section 3. The City Council certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the Project.

Section 4. The City Council certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide.

Section 5. The City Council delegates the authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments and payment requests, which may be necessary for the completion of the Grant Scope.

Section 6. The City Council agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Section 7. The City Council will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Section 8. 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 1st day of March 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Competitive Grant Program Contract

State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Sample Grant Contract
Competitive Grant Program

Grantee: Grantee

Grant Performance Period is from July 1, 20xx through June 30, 20xx

CONTRACT PERFORMANCE PERIOD is from July 1, 20xx through June 30, 20xx

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form for the application filed with the State of California.

Total State grant amount not to exceed $ Grant amount

The General and Special Provisions attached are made a part of and incorporated into the Contract.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

_____
GRANTEE

By _____

(Typed or printed name of Authorized Representative)

_____
(Signature of AUTHORIZED REPRESENTATIVE)

Title _____

Date _____

By_____

Date_____

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ESTIMATE $		CONTRACT NUMBER	FUND		
ADJ. INCREASING ENCUMBRANCE $		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE $		ITEM VENDOR NUMBER			
UNENCUMBERED BALANCE $		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	Funding Source		OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
SIGNATURE OF ACCOUNTING OFFICER			DATE		

SAMPLE

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [grantee name] (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed $grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as "COMPETITIVE GRANT PROGRAM GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDES" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

SAMPLE

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this contract.

   To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).

4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.)

C. Procedural Guide

1. GRANTEE agrees to abide by the GUIDES.

2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDES. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the grant performance period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The grant performance period is identified in Section I of this CONTRACT.

3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

SAMPLE

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.

2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this contract provide that mutual agreement is not required.

3. Failure by the GRANTEE to comply with the terms of the (a) GUIDES, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.

4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under

SAMPLE

California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.

4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.

2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the

SAMPLE

property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.

3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.

6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of

SAMPLE

implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

_____
GRANTEE
By:_____
Signature of Authorized Representative

Title: _____
Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____

Date: _____

SAMPLE

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: By Minute Order, Select Commission Appointments to Vacancies on the Planning Commission and Community Advisory Commission

MEETING DATE: March 1, 2021

EXECUTIVE SUMMARY

Five (5) openings exist on the Planning Commission and four (4) openings exist on the Community Advisory Commission. The City has advertised for all openings and received applications. All applicants were invited to interview with the City Council on February 1, 2021 and sixteen (16) applicants total were interviewed at that time.

FISCAL IMPACT

There is no fiscal impact

RECOMMENDATION

Staff recommends appointment of eligible candidates to the Commission openings.

BACKGROUND

Staff has advertised for all vacancies and received applications. Fourteen (14) applications were received for the Planning Commission. Eight (8) applications were received for the Community Advisory Commission.

The appointments are for the terms which will expire on February 28, 2023.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

On February 1, 2021, the City Council reviewed fourteen (14) applications for appointment to the Planning Commission. On that date candidate interviews were held. Thirteen (13) candidates were in virtual attendance and were interviewed. There are five (5) vacancies.

The candidates are:

Daniel Borsuk
Lara Clark
Wolfgang Croskey – incumbent
Sam Khamseh
Arlene Kobata aka Sui Ling
Christopher Moreno – incumbent
Heliodoro Moreno, Jr.
Henry L. Perkins
Ivelina D. Popova
Anthony Randolph
Elissa Robinson – incumbent
Kanwar Singh
Donna Marie Smith
Donna Stahle Souza

On February 1, 2021, the City Council reviewed eight (8) applications for appointment to the Community Advisory Commission. On that date candidate interviews were held. Six (6) candidates were in virtual attendance and were interviewed. There are four (4) vacancies.

The candidates are:

Elise Brannan
Destiny Antonia Briscoe
Stephanie Carrasco
Lara Clark
Dennisha Marsh - incumbent
Veronica Jean Russell Pope - incumbent
Donna Marie Smith
Ivelina D. Popova

ATTACHMENTS: Commission Applications

Report Prepared By: Amanda McVey, Assistant City Clerk

Planning Commission

CITY CLERK
JAN 12 2020

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: Planning Commission

Name: Daniel L. Borsuk

Address: [redacted]

Email: [redacted]

Telephone: Residential: [redacted] Business:

Professional or Technical Experience: 20 years planning commission news coverage as a San Francisco newspaper reporter. Cover Contra Costa County planning issues as a freelance reporter.

Why are you interested in serving on this commission: Interested in City of Pittsburg land use issues especially in providing affordable housing, and commercial development nearby public transit stations, and other major corridors of the city.

Other Community Activities or Organizations in which you participate: Volunteered for Meals on Wheels, trustee on Contra Costa County Board of Education, tutor for Contra Costa County Library Project Second Chance.

RETURN TO:
City Clerk's Office
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes ✓ No ___
Daytime Meetings Yes ✓ No ___

Daniel L. Borsuk
SIGNATURE

Daniel L. Borsuk
PLEASE PRINT NAME

DATE Jan. 11, 2021

CITY CLERK
JAN 12 2020

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: COMMUNITY ADVISORY ADMISSION (C.A.C.)/PLANNING COMMISSION

Name: LARA CLARK

Address: [redacted]

Email: [redacted]

Telephone: Residential: [redacted] Business: [redacted]

Professional or Technical Experience: PHARMACY TECHNICIAN

Why are you interested in serving on this commission: I AM INTERESTED IN SERVING ON THIS COMMISSION TO APPLY KNOWLEDGE AND SKILLS I ACQUIRED DURING MY TIME STUDYING MY UNDERGRAD IN HEALTH SCIENCES, WITHIN MY COMMUNITY.

Other Community Activities or Organizations in which you participate: N/A

RETURN TO:
City Clerk's Office
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes X No ___
Daytime Meetings Yes ___ No X

SIGNATURE

LARA CLARK
PLEASE PRINT NAME

01/12/21
DATE

CITY CLERK

JAN 12 2020

CITY OF PITTSBURG

APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Pittsburg Planning Commission

Name of Commission: _____

Wolfgang Croskey

Name: _____

Address: _____

Email: _____

Telephone: Residential: _____ Business: _____

Professional or Technical Experience: _____

Business owner in Pittsburg with real estate background. Have worked with many bussinsses as they have come to Pittsburg looking to setup operations. These experiences have allowed me to experience the planning porcess from the end of an applicant.

Why are you interested in serving on this commission: _____

I am interested in serving on the planning commission still as I want to do what I can to help the council carry out their plans around economic development. A major component to economic development is the "where". Where are we going to put certain bussinsses or home developments. I feel that my background and professional experiences allow me to bring value to not only the commission but also the city. I also want to help in the expansion of economic vitality to all of pittsburg and making sure that projects in one area do not hurt other parts of our city.

Other Community Activities or Organizations in which you participate: _____

Serve as President of the Pittsburg Rotary club.Also currelty serve the Pittsburg Chamber of Commerce as the CEO.

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City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:

Evening Meetings Yes x No ___

Daytime Meetings Yes ___ No x

SIGNATURE

Wolfgang Croskey

PLEASE PRINT NAME

1/12/2021

DATE

January 12, 2021

Pittsburg City Council
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

Re: Application for Planning Commission

Dear Council,

Thank you for taking the time to review my application for Pittsburg Planning Commission. I could do one of two things, I could give a vanilla letter and give the right answers that are easy on the ears, or I can give my honest letter. There is enough history to know that I am not unanimous choice, but I think that is what is great about having me on the planning commission. Difference of opinion and view always creates the best decisions and outcomes.

I do not think there is question about my motives in wanting to be on the planning commission as most will say that I want to help make Pittsburg the best community. Yes I may see one route as the best way where others may want another route, but at the end of the day we want Pittsburg to become the city we all are proud to say we had a hand in designing.

I see a planing commission as the body that the City Council outsources to. The council has final say and sets the vision, but you outsource specific tasks and responsibilities to the commission. When you outsource you want the best people possible on the team in order to have the best outcomes. I submit my application as I know that I can be a value to the team and help ensure we have the best outcomes possible for current and future residents of Pittsburg.

Wolfgang Croskey

CITY CLERK

JAN 11 2020

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: Planning Commission

Name: Sam Khamseh

Address: __

Email: [redacted]

Telephone: Residential: [redacted] Business: _____

Professional or Technical Experience:
13 years in Energy Efficiency, Green Building Science. Over 20 years working with the public. Currently Employed with Franklin Energy, formerly with Build It Green, a non profit company based in Oakland. Technical training SME for ~~PG&E Utility Programs.~~

Why are you interested in serving on this commission:
I think its important to be involved in our community. In order to get a better understanding so that I can help my neighbors see that for us to have the community we talk to each other about us "wishing" we had, we have to get ~~involved. I am interested in transparency. Effective communication and trust are important components in~~ educating and informing residents. In summary, rather than just saying "someone should do something" I realize that I am someone and am in the position to be able to do something. I'm interested in helping to streamline ~~processes through my experience in program design, implementation, and efficiency. I am eager for the~~ opportunity.

Other Community Activities or Organizations in which you participate:
On the board for a couple non-profits based here in Pittsburg. Vice President for Pittsburg High Schools music programs as well as board member for Delta Children's Ballet Theatre. Voting member Pittsburg High School ~~SSC~~

RETURN TO:
City Clerk's Office
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes x No ___
Daytime Meetings Yes ___ No x

_____
SIGNATURE

Sam Khamseh
PLEASE PRINT NAME

01/08/2021
DATE

CITY CLERK
JAN 08 2021

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: PLANNING COMMISSION

Name: ARLENE KOBATA (AKA SIU LING)

Address: _____

Email: _____

Telephone: ~~Residential~~ CELL: _____ Business: _____

Professional or Technical Experience: I AM A PROPERTY OWNER, LANDLORD AND FUTURE BUSINESS OWNER.

Why are you interested in serving on this commission: I WANT TO BE ABLE TO HAVE FULL UNDERSTANDING AND BE A PART OF THE BETTERMENT OF OUR COMMUNITY AND TO HELP PROMOTE AND BUILD UP THE FUTURE OF PITTSBURG

Other Community Activities or Organizations in which you participate: I AM CURRENTLY A COMMUNITY ADVISORY COMMISSION FOR PITTSBURG AND RUN PITTSBURG PROUD FACEBOOK PAGE, WHICH UNITES THE RESIDENTS AND EDUCATES THEM ON CITY EVENTS AND DOINGS.

RETURN TO:
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City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes ✓ No ___
Daytime Meetings Yes ✓ No ___
} JUST NEED NOTICE

Arlene Kobata
SIGNATURE

Arlene Kobata
PLEASE PRINT NAME

1/5/2021
DATE

CITY CLERK

JAN 12 2020

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: Planning Commission

Name: Christopher Moreno

Address: _____

Email: _____

Telephone: Residential: _____ Business: _____

Professional or Technical Experience:
Business Consultant / Certified Crossfit Level 1 Coach / Marketing / Analytical Analysis / Insurance & Finance

Why are you interested in serving on this commission:
My vision is to, "Intentionally live a life of passion with the desire to inspire others to discover theirs", combined with my current mission of, "Creating financially strong families" my belief is that the role of a planning commissioner directly helps to influence the future financial strength of our community along with the opportunities created for our citizens to explore their passions.

Other Community Activities or Organizations in which you participate:
Current Planning Commissioner / Pittsburg Chamber of Commerce Executive Board Memeber / Community Activist

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City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes X No ___
Daytime Meetings Yes X No ___

Chris Moreno
SIGNATURE

Christopher Moreno
PLEASE PRINT NAME

01/12/2021
DATE

CITY CLERK

JAN 11 2020

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: Planning Commission

Name: Heliodoro Moreno, Jr.

Address: _____

Email: _____

Telephone: Residential: _____ Business: _____

Professional or Technical Experience: Licensed California attorney for nearly 10 years.

Why are you interested in serving on this commission: As a home-owning Pittsburg native, I would like to serve on the planning commission in order to better my community. Although I do not have technical experience in city planning, I have extensive experience is paying attention to detail, analyzing complex statutes, and parsing important facts from dense sources. I also learn quickly. I beleive these skills will will be of great use on the planning commission.

Other Community Activities or Organizations in which you participate: Future Leaders of America, East Bay Area, a nonprofit youth leadership development program, and as member of several committees in PUSD, including VP of the District's English Learners Advisory Committee, and Parcel Tax Oversight Committee.

RETURN TO:
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City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes X No ___
Daytime Meetings Yes ___ No X (May be able to with sufficient notice, but not usually)

SIGNATURE

Heliodoro Moreno, Jr.
PLEASE PRINT NAME

January 11, 2021
DATE

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: PLANNING COMMISSION

Name: HENRY L. PERKINS

Address: _____

Email: _____

Telephone: Residential _____ Business: _____

Professional or Technical Experience: SR. PASTOR, NON PROFIT EXECUTIVE DIRECTOR, LICENSED REAL ESTATE BROKER, PREVIOUS MORTGAGE BANKER, UNDERWRITER, GRANT WRITER/MANAGER

Why are you interested in serving on this commission: TO CONTRIBUTE MY SKILLS AND 30+ YEARS of EXPERIENCE IN REAL ESTATE, PROJECT AND AGENCY MANAGEMENT. TO ADD TO THE PROGRESSION/Development OF THE RAILROAD AVE SPECIFIC PLAN, WITH EMPHASIS IN THE AREA OF HOUSING, TRANSPORTATION, AND RECRUITMENT OF NEW BUSINESS.

Other Community Activities or Organizations in which you participate: PITTSBURG CHAPLAIN, PAST Leisure Service Commissioner, NAACP, COMMUNITY SERVICE COACHING, etc.

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City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes X No ___
Daytime Meetings Yes X No ___

SIGNATURE

HENRY L. PERKINS
PLEASE PRINT NAME

1-11-2021
DATE

CITY CLERK
JAN 11 2020

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Pittsburg Planning Commission

Name of Commission: _____

Ivelina D. Popova

Name: _____

Address: _____

Email: _____

Telephone: Residential: _____ Business: _____

Professional or Technical Experience:

I bring over 15 years of experience in project and operations management, both in corporate and startup environment. My background is in market research for consumer insights (data investment management) and professional services. About four years ago, I added a layer of IT Service Management to my qualifications and currently work on technical solutions for the healthcare industry at one of the large NorCal healthcare systems.

Why are you interested in serving on this commission:

I am a recent transplant to the Bay Area and an even more recent homeowner here in Pittsburg. As such, I am very invested in the development of the city. From what I have seen through online interactions, the neighbors are very active and have strong opinions about our current local issues. I wanted to take my contribution a step further, beyond social media, and actually work on shaping the future of Pittsburg - especially in the aftermath of COVID-19 and the impact it had on local businesses and communities.

Other Community Activities or Organizations in which you participate:

N/A

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City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes X No ___
Daytime Meetings Yes ___ No X

SIGNATURE

Ivelina D. Popova
PLEASE PRINT NAME

1/11/2021
DATE

IVELINA D. POPOVA

CORE COMPETENCES

Program and strategic project management; corporate growth; clinical, data and market research for brick-and-mortar and digital products and services; resource planning and allocation; project design; regulatory documentation and implementation; sponsor and stakeholder relations; multi-tier vendor and supplier management; continuous process improvement; team management; cross-functional initiatives; project scheduling and timelines; financial oversight.

I am not interested in change alone – in and of itself change is inevitable. I am interested in managing change.

PROFESSIONAL EXPERIENCE

Sr. Project Manager, Healthcare Solutions **2018 – Present**
Sutter Health – Research, Development, and Dissemination

- Lead day-to-day research operations for collecting and analyzing qualitative, quantitative, and machine data from newly developed healthcare solutions for company-wide implementation.
- Manage timelines, budgets and deliverables for multiple programmatically connected projects.
- Own project and program milestones and deliverables; proactively analyze and manage program risks, dependencies and synergies.
- Plan, organize and lead internal and external project meetings to ensure alignment across the project teams; prioritize and delegate tasks and responsibilities accordingly.
- Establish and nurture relationship with project stakeholders – federal and industry sponsors, internal and external team leads, experts, analysts, and executives; responsible for facilitating contracting, and vetting of project vendors and contractors, as well as for the legal, data, and security assessment of project initiatives and parties involved.

Clinical Research Project Manager **2017 – 2018**
Stanford University, Stanford Center for Clinical Research – Department of Medicine

- Managed a team of Clinical Research Specialists and Clinical Research Coordinators to guide clinical research efforts, project execution, and resources allotment for a clinical trial totaling 500,000 research participants.
- Built a powerful dashboard for data collection monitoring and tracking study metrics to derive insights.
- Facilitated 21 CFR Part 11 compliance vetting and data risk assessment (DRA) of vendors and systems.
- Reviewed and applied various FDA and ICH guidelines, in addition to relevant organization SOPs to ensure clinical research subject safety and human subject protection.
- Worked closely with the Steering Committee (SC), Clinical Events Committee (CEC), Data Safety Monitoring Board (DSMB), adjudicators and safety desk assessors.
- Interacted on daily basis with the Principal Investigators, biostatisticians, and IT team to come up with complex study design and implementation solutions.
- Served as a liaison among all study stakeholders – Central and Local IRB (commercial and academic), Sponsor, Clinical Research Team, Regulatory and Compliance, Privacy Office and Information Security Office, Finance, and Study Vendors.
- Oversaw study documentation and procedures – e.g., www.clinicaltrials.gov submission, operational and training documentation, monitoring and handling plans, grand rounds session materials, study presentations, etc.

International Project and Operations Manager **2011 – 2017**
Independent Contractor

- Spearheaded complex large-scale projects and contributed to increasing the size of operations by 246% in 36 months through rolling out new corporate offices and products, and by leading the implementation of Institutional and Corporate projects.
- Managed strategic partnerships in various industry verticals.
- Created, documented, and supported standard full-cycle project management procedures.
- Served as the voice of customer and as the liaison between the customers and product team; assessed technical requirements for product implementation.
- Led cross-functional efforts to successfully apply the corporate go-to-market strategies and campaigns.

Lightstpeed Research GMI / BOR Solutions **2007 – 2011**
Sr. Project and Pricing Executive – Data Investment Management Division

- Oversaw project portfolios in excess of USD 60 MM for multi-site and multi-country projects.
- Managed a team of research project executives.
- Developed and maintained knowledgebase of answers to RFP/RFQ/RFI questions on product, technical, and service capabilities.
- Selected and managed project vendors and sample panel partners.
- Crafted bid proposals and flagged cost implication issues and changes while studies were in field.
- Served as the custodian for a Pricing Quotation Repository for approx. 1M weekly records – RFQs, pricing proposal, SOs and POs, commission letters, vendor quotes, SLAs, payment documents.
- Reported directly to the COO and CFO.

EDUCATION, CERTIFICATION, TRAINING, AND MEMBERSHIPS

MBA Candidate, USU San Diego MBA Capstone: *Implementing Technology into Healthcare – Guidelines, a Checklist, and a Financial Model for Companies Bringing Technology to the Point of Care*	**2021 (expected)**
SOCRA (Society of Clinical Research Associates) Member	**2019**
Enterprise Service Management / IT Service Project Manager Certification – ITIL v3	**2017**
Essentials of Clinical Research Training Program, Stanford University	**2017-2018**
CITI, GCP Certification	**2017**
MA, Coursework in American Studies, Sofia University	**2007-2010**
BSc, European Studies (major), Economics and Management (minor), Sofia University	**2002-2007**
Exxon-Mobil – Community Scholarship Grant Recipient	**2005**
Open Society Institute – International Scholarship Recipient, Slippery Rock University	**2004-2005**

POSITION-RELEVANT SKILLS

- Project design and implementation
- Product and strategy development
- Data collection and analysis – Quant and Qual
- Data dashboards
- Team management – onsite, remote, and outsource
- Continuous process improvement
- IT Service Management ITIL v3 certified
- Various data collection platforms experience
- Budget development and financial oversight
- Strategic partnerships and account management
- Internal and external stakeholder relations management
- Vendor and subcontractor vetting
- Study documentation – Protocol, ICF, CRF, eTMF
- Compliance / regulatory experience – FDA, IRB, OGC
- Data and Security Risk Assessment (DRA/SRA)
- EHR (Epic), SPSS, REDCap, BI tools

CITY CLERK

JAN 13 2020

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: Planning Commission

Name: Anthony Randolph

Address: _____

Email: _____

Telephone: Residential: _____ Business: _____

Professional or Technical Experience: San Francisco Police Officer

Why are you interested in serving on this commission: I've lived in Pittsburg for over 16 years, and I've watched the city evolve over that time. Now I'd like to be involved in that evolution. Pittsburg has much to offer its residents and the region. It's long been a leader and in the forefront for new development in the eastern portion of the county. I believe I can help continue that trend.

Other Community Activities or Organizations in which you participate: None, but definitely looking to change that in the future.

RETURN TO:
City Clerk's Office
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes X No ___
Daytime Meetings Yes X No ___

SIGNATURE

Anthony Randolph
PLEASE PRINT NAME

01/08/21
DATE

CITY CLERK
JAN 13 2020

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: Planning

Name: Elissa Robinson

Address: _____

Email: _____

Telephone: Residential: _____ Business: _____

Professional or Technical Experience: _____

I have a B.S. in Natural Resource Planning from Humboldt State. I have spent the last 9 years working on watershed and land issues in Contra Costa County, and I have served as a Planning Commissioner for more than four years.

Why are you interested in serving on this commission: _____

Serving on the Planning Commission utilizes my knowledge, experience and passion to give back to and improve my city. I have served as a planning commissioner for the last four years, and my decisions have proven to be unbiased, fair and well-reasoned. I support open space conservation, infill development and reducing urban sprawl, but understand the needs of my community as it currently exists. Considering my background serving on the Planning commission is the best use of my particular skill set, and I hope that I am able to continue doing so.

Other Community Activities or Organizations in which you participate: _____

I have served on the East Bay Regional Park District Park Advisory Committee since 2015.

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City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes X No ___
Daytime Meetings Yes X No ___

Elissa Robinson
SIGNATURE

Elissa Robinson
PLEASE PRINT NAME

1/13/2021
DATE

CITY CLERK

JAN 04 2020

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: Planning Commission

Name: Kanwar Singh

Address: _____

Email: _____

Telephone: Residential: _____ Business: _____

Professional or Technical Experience:
1.Working as Researcher at Lawrence Berkeley National Laboratory, Berkeley (2007-Present)
2. Worked as Researcher at University of California, Berkeley (2003-2007)

Why are you interested in serving on this commission:
1.I have strong desire to work in local government and serve local community.
2.I want to have a voice in local decision making.
3.I care about land use, plannning and environmental issues.
4.I will bring progressive and environmental friendly perspective to Planning Commission.

Other Community Activities or Organizations in which you participate:
1. Sikh Society Of Central Contra Costa County
2.Interfaith Council of Contra Costa County

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City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes x No ___
Daytime Meetings Yes x No ___

SIGNATURE

Kanwar Singh
PLEASE PRINT NAME

12/29/2020
DATE

CITY CLERK

JAN 12 2020

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: City of Pittsburg, Planning Commission

Name: Donna Marie Smith

Address: _____

Email: _____ Business: _____

Telephone: Residential: _____ Business: _____

Professional or Technical Experience:

I have been an instructor for Contra Costa Community College District for 20 years, teaching in the Journalism and English Departments and a life-long resident of Contra Costa County. Concurrent to my teaching, I have been a television producer and distributor for national sports and entertainment programming, and have also worked within the fields of public relations and advertising. I have B.A. in English and a B.S. in Biology, and also a M.A. in Literature. I am also a graduate of Pittsburg High School, and Village Elementary and Central Junior High

Why are you interested in serving on this commission:

As a life-long resident of this County, I have witnessed and participating in many endeavors and events that have changed the landscape of daily life in our area. I have watched the "old town" area go through its many changes, from the demolition of older downtown homes, to the growth and lovely renovations of our main streets and neighborhoods. I have participated in fund-raising activites for our California Theater, our "old town" renovations and our Creative Arts Building. I am a boat owner, and active in my yacht club and fund-raising activties. I am an active participant in many community-wide events, and hope to see more of them in coming years. I know our City and believe that we need people who care about its businesses, its schools, its

Other Community Activities or Organizations in which you participate:

St. Peter Martyr and Good Shepherd Church are two churches where I am a parishioner, and also a member of their choirs. I am a regular attendee of community events from downtown car shows, art events and productions as well as sporting events and school activities.

RETURN TO:
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City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes x No ___
Daytime Meetings Yes ___ No x

_____
SIGNATURE

Donna Marie Smith
PLEASE PRINT NAME

January 10, 2021
DATE

CITY CLERK
JUN 16 2020

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: PLANNING COMMISSION

Name: DONNA STAHLE SOUZA

Address: _____

Email: _____

Telephone: cell Residential: _____ Business: _____

Professional or Technical Experience: BA Degree in Philosophy, Holy Names University, Oakland Masters Degree in Public Administration. Cal State University East Bay, 2011. My employment history and affiliations demonstrate my experience concerning involvement in the planning functions.

Why are you interested in serving on this commission: As a long time resident, I want to participate with the City Planners to contribute to the vision, goals & objectives of the City's General Plan to include the benefits of cultural diversity and social purpose to all our residents. My interest is serving in both public and private capacities as an affordable housing advocate.

Other Community Activities or Organizations in which you participate: Voting, special meetings and Conferences. See related affiliations and activities - attached.

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City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes ✓ No ___
Daytime Meetings Yes ✓ No ___

Donna Stahle Souza
SIGNATURE

Donna Stahle Souza
PLEASE PRINT NAME

June 16, 2020
DATE

Donna Souza

Related Affiliations and Activities

EPA Hearings on Noise Polution: Speaker
Walnut Creek Planned Growth Seminar: Participant
Walnut Creek Homeowners Council: Member
Walnut Creek Citizens Workshop for the Future: Speaker
League of Women Voters: Member
Nor Cal Assoc for Non-Profit Housing, Homeless Housing Conference: Participant
Contra Costa Housing Alliance: Board Member
Contra Costa Board of Realtors, Government Relations Committee: Member
Contra Costa Board of Realtors, Affordable Housing Crisis Conference: Participant
ABAG, Blue Print for Bay Area Housing Workshop: Participant
ABAG, Affordable Housing, Building Support for Local Housing Conference: Participant
American Planning Association: Member
American Planning Association, Housing Blueprint, Implimenting Housing Elements Seminar: Attended
National Womens Political Caucus; WN DC: Delegate
State Bar Association, Real Property Law Section: Member
Contra Costa Council, Housing Task Force: Member
Contra Costa Council, Business Outlook Conference: Participant
California Home Builders Association Conference: Attended
UC Department of Real Estate & Urban Economics, Real Estate Forcast Conference: Attended
Sierra Club: Member
Shelter Inc: Advisory Board: Member
Contra Costa County Homeless Advisory Committee: Member
Family & Children's Services Advisory Committee: Member
Bay Area Council, Business Outlook Conference: Attended
Service Employees International Union, Local 535/ Social Services: Secretary & State Executive Board Member
Nominated for Award of Excellence in Committment & Customer Service/ Social Services

Department of Real Estate Sales Person License #01042127, expires 9/7/01
Conflict Resolution Certificate, Diablo Valley College, 1994

Community Advisory Commission

CITY CLERK

JUN 22 2020

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: Community Advisory Commision

Name: Elise Brannan

Address: [redacted]

Email: [redacted]

Telephone: Residential: [redacted] Business: [redacted]

Professional or Technical Experience: Worked at as a state officer for multiple non-profit orgs. Currently in my 5th year of owning my small business as an event manager and producer.

Why are you interested in serving on this commission: I'm a vegan and intersectional environmental activist. I believe that there is a considerable need to focus on environmental advocacy in our community because environmental injustice, food insecurity, and health care system failings disproportionately affect communities of color. I want to help develop our future programs and goals.

Other Community Activities or Organizations in which you participate: Member of Pittsburg Chamber of Commerce.

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City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes X No ___
Daytime Meetings Yes X No ___

Elise Brannan
SIGNATURE

Elise Brannan
PLEASE PRINT NAME

June 20th, 2020
DATE

CITY CLERK

DEC 21 2020

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: Community Advisory Commission

Name: Destiny Antonia Briscoe

Address: [redacted]

Email: [redacted]

Telephone: Residential: [redacted] Business: _____

Professional or Technical Experience: Employee at the Contra Costa District Attorney's Office, Organized a knock and vote event in a local community to register community members to vote, and participated in the Human Trafficking Awareness event in Pittsburg in September 2019.

Why are you interested in serving on this commission: I am interested in being a apart of the Community Advisory Commission because I live in Pittsburg, and I love my community. But most of all I want to ensure that the voices of the community are heard, by acting as an agent between the Pittsburg residences and the city council so that social, or economic prosperity is enhanced.

Other Community Activities or Organizations in which you participate: I assisted the community outreach team with the community academy, a program that helps bridge the gap between the Contra Costa Community and the District Attorney's office. I assisted the outreach committee with establishing a youth academy with the DA's Office to help Contra Costa youth, and I distribute food in Pittsburg with the Food Bank

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City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes X No ___
Daytime Meetings Yes X No ___

SIGNATURE

Destiny Antonia Briscoe
PLEASE PRINT NAME

December 18, 2020
DATE

CITY CLERK
OCT 27 2020

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: Community Advisory Comission

Name: Stephanie Carrasco

Address: [redacted]

Telephone Residential. [redacted] Business: [redacted]

Professional or Technical Experience I am an Accounting Specialist with years of administrative and accounting experience.

Why are you interested in serving on this commission? I believe community service is one of the best gifts you can give the future. I'd like to take my community service to the next level and join the Community Advisory Commission.

Other Community Activities or Organizations in which you participate: N/A

RETURN TO:
City Manager's Office
City of Pittsburg
65 Civic Avenue
Pittsburg, Ca 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes ✓ No ___
Daytime Meetings Yes ✓ No ___

Stephanie
Signature

Stephanie Carrasco
PLEASE PRINT NAME

10/12/2020
Date

CITY CLERK
JAN 12 2020

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: COMMUNITY ADVISORY ADMISSION (C.A.C.)/PLANNING COMMISSION

Name: LARA CLARK

Address: _____

Email: _____

Telephone: Residential: _____ Business: _____

Professional or Technical Experience: PHARMACY TECHNICIAN

Why are you interested in serving on this commission: I AM INTERESTED IN SERVING ON THIS COMMISSION TO APPLY KNOWLEDGE AND SKILLS I ACQUIRED DURING MY TIME STUDYING MY UNDERGRAD IN HEALTH SCIENCES, WITHIN MY COMMUNITY.

Other Community Activities or Organizations in which you participate: N/A

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City Clerk's Office
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes X No ___
Daytime Meetings Yes ___ No X

SIGNATURE

LARA CLARK
PLEASE PRINT NAME

DATE 01/12/21

CITY CLE...

JAN 04 2020

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: Community Advisory Commission

Name: Deanshea Marsh

Address: ---

Telephone Residential: _____ Business: _____

Professional or Technical Experience Several years on Community Advisory Commission, Measure M Oversite, Community Development Block Grant, District Advisory Council, Board Oversite for PUSD & Racial Justice Taskforce - Board of Director for LMCHD

Why are you interested in serving on this commission? I enjoy working for & with the community. It brings me joy to be a part of building an environment of health and well being for the people of Pittsburg

Other Community Activities or Organizations in which you participate:

PARACT,

RETURN TO:
City Manager's Office
City of Pittsburg
65 Civic Avenue
Pittsburg, Ca 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes ✓ No ___
Daytime Meetings Yes ___ No ✓

Signature

Deanshea Marsh
PLEASE PRINT NAME

12. 29. 2020
Date

CITY CLERK

JAN 08 2021

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: City of Pittsburg Commission

Name: Veronica Jean Russell Pope

Address: _____

Telephone Residential _____ Business _____

Professional or Technical Experience My professional experience is in the field of Mental Health, as a Prevention and Early Intervention Resource Specialist for At Risk Youth, Children and Families.

Why are you interested in serving on this commission? To gain new skills, Sharing diverse viewpoints in a meaningful way to participate in Civic life and promoting the quality of life in the community.

Other Community Activities or Organizations in which you participate:

Rotary eClub of Norcal Gateway Distric 5160

RETURN TO:
City Manager's Office
City of Pittsburg
65 Civic Avenue
Pittsburg, Ca 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes ✓ No ___

Daytime Meetings Yes ✓ No ___

Veronica Pope
Signature

Veronica Pope
PLEASE PRINT NAME

January 4, 2021
Date

CITY CLERK
JAN 12 2020

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION

Name of Commission: Community Advisory Commission

Name: Donna Marie Smith

Address:

Email: Business:

Telephone: Residential: Business:

Professional or Technical Experience:
I have been an instructor for Contra Costa Community College District for 20 years, teaching in the Journalism and English Departments and a life-long resident of Contra Costa County. Concurrent to my teaching, I have been a television producer and distributor for national sports and entertainment programming, and have also worked within the fields of public relations and advertising. I have B.A. in English and a B.S. in Biology, and also a M.A. in Literature. I am also a graduate of Pittsburg High School, and Village Elementary and Central Junion High

Why are you interested in serving on this commission:
As a life-long resident of this County, I have witnessed and participating in many endeavors and events that have changed the landscape of daily life in our area. I have watched the "old town" area go through its many changes, from the demolition of older downtown homes, to the growth and lovely rennovations of our main streets and neighborhoods. I have participated in fund-raising activites for our California Theater, our "old town" rennovations and our Creative Arts Building. I am a boat owner, and active in my yacht club and fund-raising activties. I am an active participant in many community-wide events, and hope to see more of them in coming years. I know our City and believe that we need people who care about its businesses, its schools, its

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Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes x No ___
Daytime Meetings Yes ___ No x

SIGNATURE

Donna Marie Smith
PLEASE PRINT NAME

January 10, 2021
DATE

CITY CLERK
JAN 11 2020

CITY OF PITTSBURG
APPLICATION FOR CITIZEN PARTICIPATION ON COMMISSION
Pittsburg Community Advisory Commission

Name of Commission: _____
Ivelina D. Popova

Name: _____

Address: _____

Email: _____

Telephone: Residential: _____ Business: _____

Professional or Technical Experience: _____
I bring over 15 years of experience in project and operations management, both in corporate and startup environment. My background is in market research for consumer insights (data investment management) and professional services. About four years ago, I added a layer of IT Service Management to my qualifications and currently work on technical solutions for the healthcare industry at one of the large NorCal healthcare systems.

Why are you interested in serving on this commission: _____
I am a recent transplant to the Bay Area and an even more recent homeowner here in Pittsburg. As such, I am very invested in the development of the city. From what I have seen through online interactions, the neighbors are very active and have strong opinions about our current local issues. I wanted to take my contribution a step further, beyond social media, and actually work on shaping the future of Pittsburg - especially in the aftermath of COVID-19 and the impact it had on local businesses and communities.

Other Community Activities or Organizations in which you participate: _____
N/A

RETURN TO:
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City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

ARE YOU AVAILABLE FOR:
Evening Meetings Yes X No ___
Daytime Meetings Yes ___ No X

_____
SIGNATURE
Ivelina D. Popova

1/11/2021

PLEASE PRINT NAME DATE

IVELINA D. POPOVA

CORE COMPETENCES

Program and strategic project management; corporate growth; clinical, data and market research for brick-and-mortar and digital products and services; resource planning and allocation; project design; regulatory documentation and implementation; sponsor and stakeholder relations; multi-tier vendor and supplier management; continuous process improvement; team management; cross-functional initiatives; project scheduling and timelines; financial oversight.

I am not interested in change alone – in and of itself change is inevitable. I am interested in managing change.

PROFESSIONAL EXPERIENCE

Sr. Project Manager, Healthcare Solutions **2018 – Present**
Sutter Health – Research, Development, and Dissemination

- Lead day-to-day research operations for collecting and analyzing qualitative, quantitative, and machine data from newly developed healthcare solutions for company-wide implementation.
- Manage timelines, budgets and deliverables for multiple programmatically connected projects.
- Own project and program milestones and deliverables; proactively analyze and manage program risks, dependencies and synergies.
- Plan, organize and lead internal and external project meetings to ensure alignment across the project teams; prioritize and delegate tasks and responsibilities accordingly.
- Establish and nurture relationship with project stakeholders – federal and industry sponsors, internal and external team leads, experts, analysts, and executives; responsible for facilitating contracting, and vetting of project vendors and contractors, as well as for the legal, data, and security assessment of project initiatives and parties involved.

Clinical Research Project Manager **2017 – 2018**
Stanford University, Stanford Center for Clinical Research – Department of Medicine

- Managed a team of Clinical Research Specialists and Clinical Research Coordinators to guide clinical research efforts, project execution, and resources allotment for a clinical trial totaling 500,000 research participants.
- Built a powerful dashboard for data collection monitoring and tracking study metrics to derive insights.
- Facilitated 21 CFR Part 11 compliance vetting and data risk assessment (DRA) of vendors and systems.
- Reviewed and applied various FDA and ICH guidelines, in addition to relevant organization SOPs to ensure clinical research subject safety and human subject protection.
- Worked closely with the Steering Committee (SC), Clinical Events Committee (CEC), Data Safety Monitoring Board (DSMB), adjudicators and safety desk assessors.
- Interacted on daily basis with the Principal Investigators, biostatisticians, and IT team to come up with complex study design and implementation solutions.
- Served as a liaison among all study stakeholders – Central and Local IRB (commercial and academic), Sponsor, Clinical Research Team, Regulatory and Compliance, Privacy Office and Information Security Office, Finance, and Study Vendors.
- Oversaw study documentation and procedures – e.g., www.clinicaltrials.gov submission, operational and training documentation, monitoring and handling plans, grand rounds session materials, study presentations, etc.

International Project and Operations Manager **2011 – 2017**
Independent Contractor

- Spearheaded complex large-scale projects and contributed to increasing the size of operations by 246% in 36 months through rolling out new corporate offices and products, and by leading the implementation of Institutional and Corporate projects.
- Managed strategic partnerships in various industry verticals.
- Created, documented, and supported standard full-cycle project management procedures.
- Served as the voice of customer and as the liaison between the customers and product team; assessed technical requirements for product implementation.
- Led cross-functional efforts to successfully apply the corporate go-to-market strategies and campaigns.

Lightstpeed Research GMI / BOR Solutions **2007 – 2011**
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- Oversaw project portfolios in excess of USD 60 MM for multi-site and multi-country projects.
- Managed a team of research project executives.
- Developed and maintained knowledgebase of answers to RFP/RFQ/RFI questions on product, technical, and service capabilities.
- Selected and managed project vendors and sample panel partners.
- Crafted bid proposals and flagged cost implication issues and changes while studies were in field.
- Served as the custodian for a Pricing Quotation Repository for approx. 1M weekly records – RFQs, pricing proposal, SOs and POs, commission letters, vendor quotes, SLAs, payment documents.
- Reported directly to the COO and CFO.

EDUCATION, CERTIFICATION, TRAINING, AND MEMBERSHIPS

MBA Candidate, USU San Diego MBA Capstone: *Implementing Technology into Healthcare – Guidelines, a Checklist, and a Financial Model for Companies Bringing Technology to the Point of Care*	**2021 (expected)**
SOCRA (Society of Clinical Research Associates) Member	**2019**
Enterprise Service Management / IT Service Project Manager Certification – ITIL v3	**2017**
Essentials of Clinical Research Training Program, Stanford University	**2017-2018**
CITI, GCP Certification	**2017**
MA, Coursework in American Studies, Sofia University	**2007-2010**
BSc, European Studies (major), Economics and Management (minor), Sofia University	**2002-2007**
Exxon-Mobil – Community Scholarship Grant Recipient	**2005**
Open Society Institute – International Scholarship Recipient, Slippery Rock University	**2004-2005**

POSITION-RELEVANT SKILLS

- Project design and implementation
- Product and strategy development
- Data collection and analysis – Quant and Qual
- Data dashboards
- Team management – onsite, remote, and outsource
- Continuous process improvement
- IT Service Management ITIL v3 certified
- Various data collection platforms experience
- Budget development and financial oversight
- Strategic partnerships and account management
- Internal and external stakeholder relations management
- Vendor and subcontractor vetting
- Study documentation – Protocol, ICF, CRF, eTMF
- Compliance / regulatory experience – FDA, IRB, OGC
- Data and Security Risk Assessment (DRA/SRA)
- EHR (Epic), SPSS, REDCap, BI tools

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

TO: Mayor and Council Members

FROM: Garrett Evans, Executive Director

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

MEETING DATE: March 1, 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 City of Pittsburg Operating Budget for Fiscal Year 2020-21 include an increase of $14.3 million in revenue appropriations for all City funds ($6.6 million General Fund and $7.7 million other funds) and an increase of $4.3 million in expenditure appropriations ($3.9 million General Fund and $0.4 other funds).

RECOMMENDATION

The City Council and Board of the Pittsburg Power Company approve the resolutions amending the Fiscal Year 2020-21 Budget to reflect anticipated revenues and expenditures for the current fiscal year as detailed in this report.

BACKGROUND

The Fiscal Year 2020-21 Budget was approved by the City Council 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 from all departments reviewed their budgets to identify any adjustments required to revenue projections or expenditure appropriations. The goal of this mid-year analysis is to update the budget to reflect significant budget changes and to develop the financial starting point for development of the Fiscal Year 2021-22 Budget.

SUBCOMMITTEE FINDINGS

The proposed budget amendments were reviewed by the Finance Subcommittee on February 19, 2021.

STAFF ANALYSIS

The information below provides an overview of projected revenues and expenditures for those City funds with projected significant variances from the budget as currently adopted.

GENERAL FUND

The chart below provides an overview of the major General Fund revenue and expenditure categories. It is projected that Fiscal Year 2020-21 General Fund revenues will exceed the budgeted amount by $6.6 million and that expenditure appropriation adjustments totaling $3.9 million are required. While the budget provided for a General Fund operating shortfall of $2.3 million, it is currently projected that the General Fund will end the fiscal year with an operating shortfall of $0.5 million.

GENERAL FUND						
	FY 2020-21 Budget	Actual as of January 31, 2021	FY 2020-21 Projected	Proposed Adjustment	Measure M Adjustment	Proposed Adjusted Budget
Revenue						
Sales Tax	6,531,700	4,699,815	10,000,000	3,468,300	-	$ 10,000,000
Measure M Sales Tax	3,212,960	2,101,155	3,890,000	-	677,040	3,890,000
Measure M Reserve	-	-	1,000,000	-	1,000,000	1,000,000
Property Tax	4,193,834	2,314,999	4,060,296	(133,538)	-	4,060,296
Motor Vehicle-in-Lieu	5,346,962	2,804,099	5,608,197	261,235	-	5,608,197
Intergovernmental	2,269,949	1,420,549	2,230,150	(39,799)	-	2,230,150
Incremental Taxes	1,650,000	974,594	1,650,000	-	-	1,650,000
Franchise Fees	3,638,028	976,149	4,150,566	512,538	-	4,150,566
Permits, Licenses	3,039,039	2,181,554	3,327,788	288,749	-	3,327,788
Service Fees	1,014,490	552,449	982,726	(31,764)	-	982,726
Other Revenue	5,495,648	4,022,101	6,152,396	656,748	-	6,152,396
Transfers-In	5,149,620	2,797,951	5,133,207	(16,413)	-	5,133,207
TOTAL REVENUE	**$ 41,542,230**	**$ 24,845,415**	**$48,185,326**	**$ 4,966,056**	**$ 1,677,040**	**$ 48,185,326**
Expenditures						
City Council	104,581	52,396	92,576	-	-	104,581
City Manager	172,412	79,192	174,669	-	-	172,412
City Clerk	487,016	217,790	493,937	-	-	487,016
City Attorney	352,705	138,483	342,002	-	-	352,705
Human Resources	1,153,273	658,104	1,196,364	-	-	1,153,273
City Treasurer	6,223	3,331	6,223	-	-	6,223
Finance	1,378,032	741,979	1,346,174	-	-	1,378,032
Graffiti Removal Program	161,312	91,809	160,259	-	-	161,312
Planning	1,401,108	769,702	1,415,636	-	-	1,401,108
Building	1,030,452	574,417	1,037,427	-	-	1,030,452
Engineering	2,099,124	1,206,401	2,254,880	155,756	-	2,254,880
Recreation	1,124,878	522,916	1,267,494	-	168,852	1,293,730
Code Enforcement	437,121	268,281	457,400	-	-	437,121
Police	27,838,683	16,646,470	28,723,561	786,484	98,394	28,723,561
Public Works	3,393,437	2,074,508	3,671,271	-	409,794	3,803,231
Non-Departmental	2,974,014	1,647,319	3,047,277	-	-	2,974,014
Contingencies/Attrition	(1,969,302)	-	-	1,969,302	-	-
Transfers Out	1,662,936	861,712	2,002,977	340,041	-	2,002,977
TOTAL EXPENDITURES	**$ 43,808,005**	**$ 26,554,810**	**$ 47,690,127**	**$ 3,251,583**	**$ 677,040**	**$ 47,736,628**
Measure M Revenue Restricted for City Council Consideration					$ (1,000,000)	$ (1,000,000)
OPERATING SURPLUS/ (SHORTFALL)	**$ (2,265,775)**	**$ (1,709,395)**				**$ (551,302)**

Revenues

The Fiscal Year 2020-21 Budget forecasted General Fund revenue of $41.5 million. As of January 31, 2021, the City had received $24.8 million, or 60% of the annual budgeted amount. Based upon information currently available, it is projected that General Fund revenue will total $48.2 million by the end of the fiscal year. The anticipated additional $6.6 million includes the following:

- Sales Tax
  The Fiscal Year 2020-21 budget assumed a significant (30%) reduction in sales tax revenue due to the COVID-19 pandemic. Due mainly to increased online shopping activity, sales tax revenue is forecasted to total $10.0 million ($3.5 million over the $6.5 million budgeted amount).

- Property Tax
  Property tax revenue was budgeted at $4.2 million. Based upon the first payment received in December, it is projected that the total amount received this fiscal year will be $0.1 million under the budgeted amount.

- Measure M
  As with the general sales tax, the City's local Measure M sales tax was budgeted conservatively based upon the unknown fiscal impact of the ongoing COVID-19 pandemic. Based upon activity during the first seven months of the fiscal year, it is projected that revenue from the Measure M local sales tax to the General Fund will total $4.9 million, compared to the $3.2 million included in the adopted budget. (This is in addition to $0.2 million in Measure M revenue budgeted in the Economic Development Fund). Of the additional $1.7 million in anticipated Measure M revenue, it is proposed that $1.0 million be set aside in a reserve account for City Council consideration at a later date.

- Motor Vehicle-in-Lieu
  Revenue from the Motor Vehicle-in-Lieu fee was budgeted at $5.3 million. The City has been notified that actual revenue will total $5.6 million.

- Franchise Fees
  The City's franchise fees on cable, refuse, recycling and utilities were budgeted to generate $3.6 million in revenue this fiscal year. Based upon revenue received to date, it is projected that franchise fee revenue will exceed the budgeted amount by $0.5 million.

- Licenses and Permits
  Revenue from the City's planning, building and engineering fees is projected to total $3.3 million, or $0.3 million over the budgeted amount.

- Other Revenue
  This category includes revenue from the City's transient occupancy tax, administrative overhead charges, fines and penalties, cost reimbursements from other agencies, interest earnings and other miscellaneous revenue. Total other revenue is projected to be $6.1 million, or $0.6 million above the budgeted amount due mainly to higher than anticipated revenue from transient occupancy tax ($0.3 million) and administrative overhead ($0.2 million).

Expenditures

General Fund expenditure appropriations total $43.8 million. As of January 31, 2021, $26.5 million (61%) of the budget had been expended. Based upon a review of all departmental budgets, it is projected that General fund expenditures will total $47.7 million by the end of the fiscal year – an increase of $3.9 million over the current budget. Of the proposed $3.9 million increase, $2.0 million is due to unrealized savings budgeted under a contingency/ attrition account. The remaining budget adjustments include:

- Measure M
  Of the $1.7 million in anticipated additional General Fund Measure M revenue, it is proposed that $0.7 million be allocated as follows:
  - $168,852 to Recreation with $149,794 budgeted for youth programs and $19,058 for the Senior Center
  - $98,394 to the Police Department for public safety activities
  - $409,794 to Public Works for street repair/maintenance

  It is proposed that the remaining $1.0 million in anticipated additional Measure M revenue be set aside in a reserve account for City Council consideration and allocation at a later date.

- Transfers Out
  During development of the Fiscal Year 2020-21 budget, transfers to the City's internal service funds were reduced due to the projected budget shortfall. In order to avoid drawing down the fund balance of these funds, it is proposed that these transfers be restored with $100,020 to the Fleet Maintenance Fund, $105,650 to the Building Maintenance Fund and $134,371 to the Information/Communication System Fund.

- Departmental Adjustments
  Based upon expenditures to date and projected costs through the end of the fiscal year, it is recommended that the Police Department budget be increased by $786,484 to fund unanticipated labor, equipment and contract costs, and that the Engineering budget be increased by $155,756 to fund higher than anticipated labor and professional service costs.

Fund Balance

The General Fund unassigned fund balance as of June 30, 2020 was $21.8 million. The adopted budget assumes the utilization of $2.3 million of these funds to balance the Fiscal Year 2020-21 budget. Based upon updated revenue and expenditure projections, it is anticipated that $0.5 million of reserve funds will be required this fiscal year.

OTHER FUNDS

The chart below provides a summary of proposed budget amendments for the City's other funds.

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Non-General Fund Revenue and Expenditures

Non-General Fund Summary

		FY 20-21 Amended Budget	YTD Actual	Projected YE	PROPOSED Amendments
Internal Service	**Fund 601**	**Information/Communication Systems**			
	Revenues	1,458,459	969,231	1,595,659	137,200
	Expense	1,857,029	829,871	1,855,377	(1,652)
	Net	(398,570)	139,360	(259,718)	138,852
	Fund 611	**Fleet Maintenance**			
	Revenues	1,975,535	1,198,999	2,075,555	100,020
	Expense	2,245,981	1,117,099	2,224,077	(21,904)
	Net	(270,446)	81,900	(148,522)	121,924
	Fund 621	**Building Maintenance**			
	Revenues	2,058,828	1,210,205	2,171,423	112,595
	Expense	2,519,357	1,202,003	2,368,225	(151,132)
	Net	(460,529)	8,202	(196,802)	263,727
Enterprise	**Fund 501**	**Water Operations**			
	Revenues	23,684,933	15,116,502	25,743,964	2,059,031
	Expense	25,793,367	12,435,778	25,509,768	(283,599)
	Net	(2,108,434)	2,680,724	234,196	2,342,630
	Fund 521	**Sewer Maintenance**			
	Revenues	4,500,000	2,968,252	5,143,365	643,365
	Expense	20,585,838	6,555,393	20,589,463	3,625
	Net	(16,085,838)	(3,587,141)	(15,446,098)	639,740
	Fund 590	**Pittsburg Power**			
	Revenues	2,760,465	1,882,847	2,760,465	-
	Expense	2,308,358	1,284,353	2,536,066	227,708
	Net	452,107	598,494	224,399	(227,708)
Special Revenue	**Fund 202**	**Economic Development**			
	Revenues	441,172	384,608	585,978	201,370
	Expense	376,151	258,333	490,648	232,315
	Net	65,021	126,275	95,330	(30,945)
	Fund 210	**Solid Waste Fund**			
	Revenues	544,700	358,869	630,700	86,000
	Expense	571,695	218,463	579,595	7,900
	Net	(26,995)	140,406	51,105	78,100
	Fund 213	**R/R Ave BART CFD 2004-1**			
	Revenues	10,150	347,053	347,109	336,959
	Expense	2,500	-	2,000	(500)
	Net	7,650	347,053	345,109	337,459

Non-General Fund Revenue and Expenditures					
Non-General Fund Summary					
		FY 20-21 Amended Budget	YTD Actual	Projected YE	PROPOSED Amendments
	Fund 221	Asset Forfeitures			
	Revenues	-	31,541	31,534	31,534
	Expense	-	1,815	4,226	4,226
	Net	-	29,726	27,308	27,308
	Fund 222	Marina Vista Field Replacement Fund			
	Revenues	12,500	(119)	1,000	(11,500)
	Expense	-	850	850	850
	Net	12,500	(969)	150	(12,350)
	Fund 225	Hillview Jr. High Athletic Field			
	Revenues	29,000	2,501	4,000	(25,000)
	Expense	-	845	845	845
	Net	29,000	1,656	3,155	(25,845)
	Fund 248	Successor Agency Housing Fund			
	Revenues	211,317	4,161,391	4,231,316	4,019,999
	Expense	1,170,455	940,759	1,167,703	(2,752)
	Net	(959,138)	3,220,632	3,063,613	4,022,751
	Fund 551	Marina Dredging & Infrastructure Improve			
	Revenues	987,000	992,849	987,000	-
	Expense	-	43,951	330,841	330,841
	Net	987,000	948,898	656,159	(330,841)
Debt Service/Assessment District	Fund 720	San Marco CFD 2009-01			
	Revenues	1,366,750	753,046	1,366,750	-
	Expense	1,216,341	1,222,467	1,234,147	17,806
	Net	150,409	(469,421)	132,599	(17,806)

Internal Service Funds

The proposed amendments to the Internal Service Funds mainly reflect the increased revenue from the General Fund as well as anticipated budget savings.

Enterprise Funds

The proposed amendments to the City's enterprise fund budgets will result in a net increase of $2.8 million to the projected year-end fund balance. This increase is mainly due to higher than previously projected revenue in the Water Operations Fund ($2.1 million) and Sewer Operating Fund ($0.6 million).

Special Revenue Funds

The proposed budget amendments to the Special Revenue Fund group will increase the projected year-end fund balance overall by $4.1 million. This includes an increase of $4.0 million in revenue to the Successor Agency Housing Fund due to a loan repayment, increased revenue of $0.3 million in the Railroad Avenue BART Community Facilities District Fund and expenditures of $0.3 million in the Marina Dredging & Infrastructure Improvement Fund.

Debt Service/Assessment District Funds

The proposed adjustment to the San Marco Community facilities District fund will reduce the year-end projected fund balance by $17,806.

Staffing

The Marina is requesting one Public Works Supervisor position to provide support to the Harbormaster for maintenance and administration staff as well as other project management duties as directed by the Environmental Affairs Manager. The Marina staffing consists of a Harbormaster, four Maintenance Worker I positions, one full-time Administrative Assistant and one part-time Administrative Assistant for weekends. This position is required due to the various complex projects and goals set to maintain the Marina's infrastructure and revenue goals. This position will be funded from the Marina Operations Fund.

Summary

The proposed budget amendments are based upon information available at this time and will result in an overall increase of $14.3 million to budgeted revenue and an increase of $4.3 million to expenditure appropriations for the 2020-21 fiscal year. These budget amendments will increase the projected year end fund balances for all City funds by $10.0 million and reflects continuation of the fiscally responsible and conservative approach taken by the City Council and staff during the development of the Fiscal Year 2020-21 City Budget last year.

ATTACHMENTS:

City Council Resolution
Pittsburg Power Company Resolution

Report Prepared By: Bill Zenoni, Interim Director of Finance

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Authorizing Necessary)
Budget Adjustments Based on) RESOLUTION NO. 21-
Year-End Projections)

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, on June 29, 2020 the City Council of the City of Pittsburg adopted the Fiscal Year 2020-21 Budget with spending limits across funds (Resolution No. 20-13799); and

WHEREAS, changes to spending limits through the year are necessary to account for unexpected opportunities, unforeseen changes, or if the City's financial position changes and additional spending authority is required to meet the needs of the City; and

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

WHEREAS, it has been determined that budget adjustments are necessary to fund certain operating expenditures.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Pittsburg as follows:

Section 1. Findings

A. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the respective staff report.

B. The Finance Director or his/her designee is hereby authorized to approve payment of goods and services received by the City of Pittsburg in accordance with the City's approved budget, programs and policies.

C. Funds are hereby and budget shall be amended by fund for Fiscal Year 2020-21 as follows:

Fiscal Year 2020-21 All Funds			
	Proposed Amendments		
	Revenue	Expenditure	Net
General Fund	$ 6,643,096	$ 3,928,623	$ 2,714,473
Internal Service Funds			
Information/Communnication Systems	137,200	(1,652)	138,852
Fleet Maintenance	100,020	(21,904)	121,924
Building Maintenance	112,595	(151,132)	263,727
Total Internal Service Funds	$ 349,815	$ (174,688)	$ 524,503
Enterprise Funds			
Water Operations Fund	2,059,031	(283,599)	2,342,630
Sewer Maintenance Fund	643,365	3,625	639,740
Pittsburg Power Fund	-	227,708	(227,708)
Total Enterprise Funds	$ 2,702,396	$ (52,266)	$ 2,754,662
Special Revenue Funds			
Economic Development Fund	201,370	232,315	(30,945)
Solid Waste Fund Fund	86,000	7,900	78,100
Railroad Ave BART CFD 2004-1	336,959	(500)	337,459
Asset Forefeiture Fund	31,534	4,226	27,308
Marina Vista Field Replacement Fund	(11,500)	850	(12,350)
Hillview Jr. High Athletic Field Fund	(25,000)	845	(25,845)
Successor Agency Housing Fund	4,019,999	(2,752)	4,022,751
Marina Dredging & Infrastructure Improvement Fund	-	330,841	(330,841)
Total Special Revenue Funds	$ 4,639,362	$ 573,725	$ 4,065,637
Debt Service/Assessment District Funds			
San Marco CFD 2009-01	$ -	$ 17,806	$ (17,806)
GRAND TOTAL	**$ 14,334,669**	**$ 4,293,200**	**$ 10,041,469**

D. One additional Public Works Supervisor position is authorized for the Marina Enterprise Department.

Section 2. Authorization

The City Council authorizes the budget adjustments.

Section 3. Effective Date

This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 1st Day of March 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

BEFORE THE PITTSBURG POWER COMPANY GOVERNING BOARD

In the Matter of:

A Resolution Authorizing Necessary)
Budget Adjustments for Pittsburg Power) RESOLUTION NO. 21-
Company Based on Year-End Projections)

The Pittsburg Power Company Governing Board FINDS AND DETERMINES as follows:

WHEREAS, on June 29, 2020 the Board of Directors of the Pittsburg Power Company, a Joint Powers Authority, adopted the Fiscal Year 2020-21 Budget (Resolution No. 20-395); and

WHEREAS, the City prepares and adopts the Pittsburg Power Company 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 fund certain operating expenditures; and

WHEREAS, staff recommends an operating expenditure budget increase in the amount of $227,708.

NOW, THEREFORE, the Pittsburg Power Company Governing Board DOES RESOLVE as follows:

Section 1. Findings

A. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the respective staff report.

B. That the Finance Director or his/her designee is hereby authorized to approve payment of goods and services received by the Pittsburg Power Company in accordance with the Pittsburg Power Company's approved budgets, programs and policies.

C. Those funds are hereby and shall be appropriated resulting in an increased expenditure appropriation of $227,708 for the Pittsburg Power fund.

Section 2. Authorization

The Pittsburg Power Company Governing Board authorizes a $227,708 expenditure appropriation increase.

Section 3. Effective Date

This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Pittsburg Power Company Governing Board at a regular meeting held on the 1st day of March 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Chair

ATTEST:

_____
Garrett Evans, Executive Secretary

CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT 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.

Mayor Craft called the meeting of the City Council to order at 7:21 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 6:04 P.M. for Closed Session for the following items:

LeAnne Thomas commented on Item 1.

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

   Property: 2101 Railroad Avenue (APN 088-171-035); 75 Bliss Avenue (088-171-027); No Address (APN 088-171-037); and No address or APN (portion of northeast corner of Bliss Avenue and Harbor Street; Negotiator for the City of Pittsburg: Garrett Evans and Maria Aliotti; Negotiating Parties: Anton Development Company; Under Negotiation: Both price and terms of payment

2. CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Section 54957.6):

   City designated representatives: Garrett Evans, Stacy Shell

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 Team

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

Number of cases: one

ROLL CALL

Member Banales was absent and excused.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PROCLAMATIONS

4. Black History Month

Mayor Craft read the proclamation for Black History Month.

5. African American Mental Health Awareness Week

Member Scales-Preston read the proclamation for African American Mental Health Awareness Week.

PRESENTATIONS

6. Quarterly Overview of Use of Force by Law Enforcement Personnel and Overview of Internal Affairs Investigations

Chief Addington presented the quarterly statistics for the Police Department.

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:

Nicole Terrell
LaJoyce Terrell

COMMITTEE REPORTS

Mayor Craft attended the Pittsburg Recognition Committee meeting.

Member Killings attended the Economic Development Subcommittee meeting.

Member Scales-Preston, along with the Mayor, attended the PACF Subcommittee meeting.

PUBLIC HEARING

10. Resolution Adopting the 2020 East Contra Costa Regional Fee Program Update report and Execute the Fourth Amendment of the East Contra Costa Regional Fee and Financing Authority Joint Powers Agreement

Mayor Craft opened the Public Hearing.

Comments were received from:

Bruce Ohlson

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

On Motion by Member Killings, seconded by Vice Mayor White to adopt and carried by the following vote:

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

CONSIDERATION

11. Adoption of a City Council Resolution Adopting the Pittsburg Moves Active Transportation Plan and Associated Initial Study – Mitigated Negative Declaration

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

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

Item 18 was removed from the Future Agenda Items and considered at this time.

18. Adoption of a City Council Resolution Authorizing the Formation of the Community Services Subcommittee

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

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

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

On Motion by Member Scales-Preston, seconded by Vice Mayor/Chair White to approve the Consent Calendar and carried by the following vote:

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

12. Minutes of January 19, 2021

13. Adoption of a Pittsburg Power Company Resolution Attesting the Veracity of the 2019 Power Content Label to the California Energy Commission

14. Adoption of a City Council Resolution to Accept Project 5064, SCADA Upgrade Project as Complete and Authorize the City Engineer to File a Notice of Completion

15. Adoption of a City Council Resolution Approving a Marina Dredge Project Management Agreement

16. Adoption of a City Council Resolution Authorizing Execution of an Agreement with DARKTRACE Limited for Procurement of an Enterprise Immune System for Citywide Usage

17. Receive and File the Treasurer's Report for the Quarter Ending December 31, 2020

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

There were no Council Member remarks.

ADJOURNMENT

The City Council adjourned at 11:00 P.M. to February 22, 2021.

Respectfully submitted,

Alice E. Evenson, City Clerk

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)

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

MEETING DATE: March 1, 2021

EXECUTIVE SUMMARY

The Pittsburg Power Company (PPC) provides retail electricity and natural gas services on Mare Island, Vallejo in the name of Island Energy (IE). PPC has an existing general engineering support services contract (Contract) with Gas Transmission Systems, Inc. (GTS) for IE's natural gas distribution system operations. With the pressing needs for engineering support to the Mare Island Causeway Bridge Repair Project (Project) and assistance to regulatory requirements, PPC seeks adoption of the first amendment and an increase to the Contract by $200,000 for the remainder of the term.

FISCAL IMPACT

Of the $200,000 increase, $100,000 will be appropriated for the approved Project's budget, and the other $100,000 will be appropriated from Island Energy's general operating budget as needed.

RECOMMENDATION

The Governing Board of the PPC approve the amendment to the Contract by increasing the Contract amount by $200,000, bringing the total spending to $400,000 for the Contract.

BACKGROUND

On October 15, 2018, the Governing Board of PPC approved Resolution18-164 to renew Pittsburg Power Company's "On-Call" General Engineering Services Contracts with GTS for another four (4) years, from July 23, 2018 to July 22, 2022. Resolution18-164 also set a $200,000 spending limit for the four (4) year contract term.

GTS has provided professional services to carry out natural gas system design review, system mapping and improvement plans, and provide engineering review and approval for proposed and future projects. GTS has also provided crucial assistances to regulatory audit activities on the natural gas system in the last two years. With the increased engineering and regulatory support activities, the original $200,000 has been exhausted.

SUBCOMMITTEE FINDINGS

The need for additional engineering support and increase for the Project was presented to the PPC Subcommittee meeting on February 2, 2021. The PPC Subcommittee supports the increase.

STAFF ANALYSIS

GTS has utilized their excellent qualifications, experiences and resource capabilities to provide professional engineering services to Island Energy. GTS has demonstrated its extensive experience in engineering, design and construction supervision on natural gas distribution systems and topographic mapping.

Due to the technical complexity and regulatory challenges of the Project, PPC is requesting additional funding for engineering support and project management services from GTS. While PPC oversees the overall project planning and resources allocation, GTS will take the lead in driving activities such as permitting, engineering, bidding and construction. GTS will designate a primary project engineer to lead activities associated with the bridge project.

Other general engineering support services provided by GTS include, but are not limited to, on-going general project support, plan review, field support, system mapping, natural gas operation manual and plan updates, safety program and procedure review and assistance with regulatory audit activities.

The increased $200,000 will bring the total spending of the Contract to $400,000, for the remainder of the Contract, which expires on July 22, 2022.

ATTACHMENTS: Resolution
First Amendment to “On-Call” Engineering Support Contract with GTS
GTS Scope of Work Proposal

Report Prepared By: Vanessa Xie, Administrative Officer

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

Adoption of a Pittsburg Power Company Resolution to Amend an Existing Contract with Gas Transmission System, Inc. for Engineering Support Services	))))	RESOLUTION NO. 21-

The Governing Board of the Pittsburg Power Company FINDS AND DETERMINES as follows:

WHEREAS, Pittsburg Power Company (PPC), a joint powers authority, provides retail electricity and natural gas services on Mare Island, Vallejo in the name of Island Energy (IE); and

WHEREAS, on October 15, 2018, the Governing Board of PPC approved Resolution 18-164 to renew the Pittsburg Power Company's "On-Call" General Engineering Services Contract (Contract) with Gas Transmission Services, Inc. (GTS) for another four (4) years, from July 23, 2018 to July 22, 2022; and

WHEREAS, Resolution 18-164 set a $200,000 spending limit for the term of the Contract; and

WHEREAS, with the increasing activities of engineering and regulatory support, the original $200,000 allocated to the Contract has been exhausted; and

WHEREAS, PPC seeks to increase the Contract by $200,000 for the remainder of the Contract term; and

WHEREAS, due to the technical complexity and regulatory challenges of the Causeway Bridge Repair Project, PPC is requesting additional funding for engineering support and project management services from GTS. While PPC oversees the overall project planning and resources allocation, GTS will take lead in driving activities such as permitting, engineering, bidding and construction. GTS will designate a primary project engineer to lead activities associated with the Project; and

WHEREAS, of the $200,000 increase, $100,000 will be appropriated from the approved Mare Island Causeway Bridge Repair Project budget, and the other $100,000 will be appropriated from Island Energy's general operating budget as needed; and

WHEREAS, the Contract is increased to $400,000.

NOW, THEREFORE, the Governing Board of the Pittsburg Power Company DOES RESOLVE as follows:

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

Section 2. The Executive Director is hereby authorized to execute the First Amendment to Consulting Services Agreement between Pittsburg Power Company and Gas Transmission Services, Inc.

Section 3. The Executive Secretary shall certify to the adoption of this Resolution.

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

PASSED AND ADOPTED by Governing Board of the Pittsburg Power Company at a regular meeting on the 1st day of March 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Chair

ATTEST:

_____
Garrett Evans, Executive Secretary

FIRST AMENDMENT TO

CONSULTING SERVICES AGREEMENT

Between

PITTSBURG POWER COMPANY

And

GAS TRANSMISSION SYSTEMS, INC.

This amendment to the Consulting Services Agreement (Principal Agreement), hereafter referred to as the First Amendment, between Gas Transmission Systems, Inc., a California corporation, therein referred to as "Engineer", and the Pittsburg Power Company, a joint powers authority, therein referred to as "PPC", is made and entered into on this ____ day of _____ 2021.

A. The parties entered into the Principal Agreement on July 23, 2018, for the purpose of providing specified engineering design and other services to PPC.

B. PPC desires to amend the scope of services to add specified work, and increase the compensation accordingly.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree to amend the Principal Agreement as follows:

1. Compensation. The first sentence of Section 2 is hereby amended to read as follows:

PPC hereby agrees to pay Consultant a sum not to exceed $400,000, as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement.

2. Scope of Services. Exhibit A of the Principal Agreement is hereby replaced with Exhibit A attached to this First Amendment.

3. Integration. This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Principal Agreement shall remain in full force and effect, and Engineer shall perform all duties, obligations and conditions required under the Principal Agreement.

3. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this First Amendment and the Principal Agreement, the provisions of this First Amendment shall control in all respects.

4. Ambiguities. The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.

5. Counterparts. This First Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

6. Authority. The person signing this First Amendment for Engineer hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of Gas Transmission Systems, Inc.

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the day and year first hereinabove appearing.

SIGNATURES ON THE FOLLOWING PAGE.

Pittsburg Power Company:

By: _____

Name: Garrett Evans

Its: Executive Director

Attest:

_____

Agency Secretary

Reviewed as to Form:

_____

Agency Counsel

Gas Transmission Systems, Inc:

By: _____

Name: _____

Its: _____

EXHIBIT A

SCOPE OF SERVICES

Engineer shall provide, or cause to be provided, scope of services as set forth below, to be further specified for as may be required for each project:

1. Causeway Bridge Coupling Replacement Project

    - Provide engineering services, including but not limited to, all preliminary and final project designs for the project.
    - Provide a dedicated technical Project Manager
    - Provide engineering services, including but not limited to all preliminary and final project designs and drawings as requested by Pittsburg Power Company. The design elements shall include (as required), but are not limited to:
        - Schematic diagrams
        - Calculations, studies, and analysis
        - Equipment requirements, specifications, materials listings
        - Other: Planning documents, vendor recommendations, automation requirements, telecommunication requirements, modifications to existing control equipment and systems, system control and monitoring requirements

    - Include the preparation of plans and calculations which set forth in detail the requirements and elements of the project. Drawings provided for construction will be reviewed, approved and stamped by California registered Professional Engineer(s) for each engineering discipline as the engineer of record.

    - Provide construction bid and installation engineering support activities including but not limited to:
        - Construction bid package preparation, bid reviews and contractor selection
        - Construction specifications development and preparation
        - On-site field and remote (e.g. phone, email) construction support as required
        - Provide responses to construction contractor Requests for Information (RFI) and issuing Design Change Notices (DCN) as required

2. General Natural Gas System/Customer Projects

   - Provide general engineering services, including but not limited to all preliminary and final project designs and drawings as requested by Pittsburg Power Company. The design elements shall include (as required), but are not limited to:
     - Schematic diagrams
     - Calculations, studies, and analysis
     - Equipment requirements, specifications, materials listings
     - Other: Planning documents, vendor recommendations

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

MEETING DATE: March 1, 2021

EXECUTIVE SUMMARY

Pittsburg Power Company (PPC), a joint powers authority, provides retail utility electric and natural gas services on Mare Island, Vallejo in the name of Island Energy (IE). IE receives its electrical energy supply services exclusively from the Western Area Power Administration Sierra Nevada Region, a Federal agency (WAPA).

IE's current Base Resource Contract with WAPA expires December 31, 2024. IE proposes to reserve long-term Base Resource energy by entering into a renewal of the Western Area Power Administration Sierra Nevada Region Contract for Electric Service Base Resource (Contract) beginning January 1, 2025 and continuing through December 31, 2054.

FISCAL IMPACT

Approval of the Contract has no direct fiscal impact to the City and the General Fund. Funds for such electric supply services will be from IE's annual electric rate case proceedings and operating budget as approved by the City Council each fiscal year.

The PPC may terminate the Contract at any time prior to June 30, 2024 without penalty.

RECOMMENDATION

The Governing Board of the PPC approve the Contract and authorize the Executive Director to execute said Contract.

BACKGROUND

Prior to closure in 1997, the Mare Island Naval Shipyard received its electric energy supply from WAPA. With PPC's acquisition of the electric system at the time of the shipyard closure, PPC assumed the rights to energy supply from WAPA.

PPC and WAPA are parties to an existing “Base Resource Contract” where PPC is designated as a “Federal Preference Customer”. As a Federal Preference Customer, PPC receives Federal power at the lowest possible rates consistent with the principals of the US Department of Energy Delegation Order No. 00-037.00B, Section 1.1.

WAPA’s Sierra Nevada Region operates several Federal dams and related generation and transmission facilities in California, providing cost-effective hydroelectric power for its “Federal Preference Customers” such as PPC.

On November 20, 2000, PPC Resolution 00-042 approved PPC’s current Base Resource Contract 00-SNR-00340 with WAPA, with a term of twenty-five (25) years through December 31, 2024. PPC’s current Base Resource Contract with WAPA has provided a stable, cost-effective, reliable, and low-risk source of energy for Island Energy’s Mare Island electric utility customers.

SUBCOMMITTEE FINDINGS

The Contract was discussed during the PPC Subcommittee conducted on February 2, 2021.

STAFF ANALYSIS

PPC receives its electrical energy supply exclusively from WAPA. This energy is referred to as “Base Resource” and is comprised of energy marketed from the Central Valley Project and Washoe Project Federal hydroelectric facilities. In addition to energy, WAPA provides PPC with related ancillary services such as power scheduling, supplemental power, transmission coordination and other services.

IE’s current Base Resource Contract expires December 31, 2024. The new Base Resource Contract would be effective January 1, 2025 and remain in effect until December 31, 2054.

WAPA has requested that the new Contract be approved by the Governing Board of PPC and executed prior to March 16, 2021. It is WAPA’s practice to have Base Resource contracts executed several years in advance of the effective date to allow for other contracts to be put into place such as Full Load Service, Scheduling Coordinator Services and for WAPA to begin executing on their long-term 2025 Marketing Plan.

A feature of the Contract is that it may be terminated at any time prior to June 30, 2024 without penalty.

Through a recent California energy market study commissioned by PPC, IE has determined that:

• Rates: WAPA’s rates for energy supply and ancillary services is generally competitive with open-market power procurement costs ($0.120/kW h vs. $0.085 - $0.115 kW h).

• Flat Rate: A unique element of the WAPA electric service rate is that WAPA is able to schedule, hedge and deliver energy at a flat electric rate. This provides both price stability and predictability to IE customers.

• Risk: IE avoids the risk of power market fluctuations, long/short-term contract exposure, hedging, separately procuring ancillary services or otherwise self-performing market procurement.

•Certainty: WAPA provides full-service power delivery at a flat, typically predictable rate in addition to WAPA assuming general market risk for “supplemental power” when required.

It is in the City’s best commercial interest to reserve Base Resource energy and enter in to the new, long-term Contract.

ATTACHMENTS: Resolution
WAPA Base Resource Agreement

Report Prepared By: Doug Buchanan, PPC General Manager

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

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	)	RESOLUTION NO. 21-

The Governing Board of the Pittsburg Power Company FINDS AND DETERMINES as follows:

WHEREAS, Pittsburg Power Company (PPC), a joint powers authority, provides retail utility electric and natural gas services on Mare Island, Vallejo in the name of Island Energy (IE); and

WHEREAS, PPC, performing as IE, receives electric energy supply and related ancillary services from the Western Area Power Administration Sierra Nevada Region, a Federal agency (WAPA), under an existing long-term Base Resource contract; and

WHEREAS, the existing WAPA Base Resource contract will terminate on December 31, 2024; and

WHEREAS, WAPA is requesting that PPC enter into a Western Area Power Administration Sierra Nevada Region Contract for Electric Service Base Resource (Contract) by March 16, 2021, becoming effective January 1, 2025 and terminating on December 31, 2054; and

WHEREAS, said Contract may be terminated without penalty at any time prior to June 30, 2024; and

WHEREAS, PPC has determined that the Contract provides an ongoing stable, cost-effective, reliable source of energy for IE's Mare Island electric utility customers and that it provides the least amount of energy procurement, pricing, market exposure and ancillary services risk to PPC and the City for the delivery of energy to Mare Island customers.

NOW, THEREFORE, the Governing Board of the Pittsburg Power Company DOES RESOLVE as follows:

Section 1. The Contract, attached to the staff report and incorporated hereby reference, is approved.

Section 2. The PPC Executive Director is authorized to execute the Contract which commences on January 1, 2025 and terminate on December 31, 2054.

Section 3. The Executive Secretary shall certify to the adoption of this Resolution.

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

PASSED AND ADOPTED by Governing Board of the Pittsburg Power Company at a regular meeting on the 1st day of March 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

_____
Merl Craft, Chair

ATTEST:

_____
Garrett Evans, Executive Secretary

Department of Energy
Western Area Power Administration
Sierra Nevada Region
114 Parkshore Drive
Folsom, CA 95630-4710

Sent via E-Mail

Mr. Douglas W. Buchanan
Power Company Manager
Pittsburg Power Company
65 Civic Avenue
Pittsburg, CA 94565

Dear Mr. Buchanan:

The Pittsburg Power Company (PPC) and the Western Area Power Administration (WAPA) are parties to the Base Resource Contract (Contract). Under the Contract, WAPA provides PPC a percentage of the Base Resource. This Contract is scheduled to terminate at midnight on December 31, 2024.

WAPA published its 2025 Power Marketing Plan (Marketing Plan) in the Federal Register (82 FR 38675) on August 15, 2017. The Marketing Plan provides existing customers with 98 percent of their current Base Resource allocation beginning January 1, 2025.

Enclosed is an electronic version of Contract 20-SNR-02315 (Base Resource Contract) between PPC and WAPA. The Base Resource Contract sets forth PPC's percentage of the Base Resource and the terms and conditions for WAPA to provide the Base Resource to PPC beginning January 1, 2025, through December 31, 2054.

If the terms and conditions of the Base Resource Contract are acceptable, please have the appropriate official sign the contract, have the signature attested, and return to Mr. Joshua Blake, mail code N6205, at the address above or jblake@wapa.gov **by March 16, 2021**. Once we have countersigned the Base Resource Contract, we will return an executed version for your files. If you have any questions regarding the above, please contact Mr. Hiroshi Kashiwagi at hkashi@wapa.gov or (916) 353-4477.

Sincerely,

Arun K. Sethi
Vice President of Power Marketing for
Sierra Nevada Region

Enclosure

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

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*Legal Citation Revised September 1, 2007

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

I. APPLICABILITY.

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or

discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States

Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars ($25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that

the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

IV. POWER SALES PROVISIONS.

17. Resale of Firm Electric Service (Wholesale Sales for Resale).

The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

V. FACILITIES PROVISIONS.

20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed,

prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission

system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to the be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

VI. OTHER PROVISIONS.

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors', its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing

and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Equal Opportunity Employment Practices.

Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as amended by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978), as amended or supplemented, which provides, among other things, that the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, is incorporated herein by reference the same as if the specific language had been written into the contract, except that Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

UNITED STATES

DEPARTMENT OF ENERGY

WESTERN AREA POWER ADMINISTRATION

SIERRA NEVADA REGION

CONTRACT FOR ELECTRIC SERVICE

BASE RESOURCE

WITH

PITTSBURG POWER COMPANY

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
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CONTRACT FOR ELECTRIC SERVICE
BASE RESOURCE
WITH

PITTSBURG POWER COMPANY

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Resolution/Certificate

General Power Contract Provisions

Exhibit A – Base Resource Percentage and Point(s) of Delivery
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UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
SIERRA NEVADA REGION

CONTRACT FOR ELECTRIC SERVICE
BASE RESOURCE
WITH

PITTSBURG POWER COMPANY

1. **PREAMBLE**: This Contract is made this _____ day of _____, 202___, pursuant to the Acts of Congress approved June 17, 1902, (32 Stat. 388); August 26, 1937, (50 Stat. 844); August 4, 1939, (53 Stat. 1187); and August 4, 1977, (91 Stat. 565); and Acts amendatory or supplementary to the foregoing Acts; between the UNITED STATES OF AMERICA (United States), acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called WAPA, represented by the officer executing this Contract, or a duly appointed successor, hereinafter called the Contracting Officer; and PITTSBURG POWER COMPANY, a municipal natural gas and electric distribution facility, organized under the laws of the State of California, hereinafter called the Contractor or PPC, its successors and assigns; each sometimes hereinafter individually called the Party, and both sometimes hereinafter collectively called the Parties.

2. **EXPLANATORY RECITALS**:

2.1 WAPA markets the surplus generation from, and operates a high-voltage transmission system as a part of, the Central Valley Project (CVP).

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2.2 WAPA and the U.S. Department of the Interior, Bureau of Reclamation (Reclamation), have agreed to work together to efficiently serve Project Use and Preference Customer loads.

2.3 On August 15, 2017, WAPA's final 2025 Power Marketing Plan (Marketing Plan) was published in the Federal Register (82 FR 38675). The Marketing Plan sets forth how WAPA's Sierra Nevada Region will market the power generated from the CVP and Washoe Project.

2.4 The Marketing Plan provides that starting on January 1, 2025, WAPA will provide 98 percent of available CVP power to its existing Customers. Existing Customers will have the right to extend 98 percent of their current Base Resource percentage as provided in the Marketing Plan and under the terms and conditions of this Contract.

2.5 PPC desires to purchase and WAPA is willing to provide a percentage of the Base Resource consistent with the Marketing Plan and the terms and conditions of this Contract.

2.6 Under the Marketing Plan, WAPA requires that its Customers schedule power in accordance with applicable operating requirements, including those of the balancing authority area operator and WAPA's sub-balancing authority area requirements.

2.7 WAPA markets power to Federal Preference Customers at the lowest possible rates consistent with sound business principles pursuant to Section 1.1 of Delegation Order 00-037.00B.

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3. **AGREEMENT**:

The Parties agree to the terms and conditions set forth herein.

4. **EFFECTIVE DATE AND TERM OF CONTRACT:**

4.1 This Contract shall become effective on the date of execution and shall remain in effect until midnight of December 31, 2054, subject to prior termination as otherwise provided for herein.

4.2 PPC may reduce its Base Resource percentage or terminate this Contract for any reason through June 30, 2024.

4.3 The date of initial service under this Contract is January 1, 2025.

5. **DEFINITION OF TERMS**:

As used herein, the following terms whether singular or plural, or used with or without initial capitalization, shall have the following meanings:

5.1 "Ancillary Services" means those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the transmission system in accordance with Good Utility Practice.

5.2 "BANC" means the Balancing Authority of Northern California or its successor.

5.3 "Base Resource" means CVP and Washoe Project power (capacity and energy) output determined by WAPA to be available for Customers, including the Environmental Attributes, only after meeting the requirements of Project Use and

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First Preference Customers, and any adjustments for maintenance, reserves, system losses, and certain ancillary services.

5.4 "Base Resource Operating Capability" means that portion of the Maximum Operating Capability that WAPA determines to be available to Customers in any hour.

5.5 "CAISO" means the California Independent System Operator or its successor.

5.6 "Capacity" means the electrical capability of a generator, transformer, transmission circuit or other equipment.

5.7 "Central Valley Project (CVP)" means the multipurpose Federal water development project extending from the Cascade Range in northern California to the plains along the Kern River, south of the City of Bakersfield.

5.8 "Custom Product" means a combination of products and services which may be made available by WAPA per Customer request.

5.9 "Customer" means an entity with a contract and receiving electric service from WAPA's Sierra Nevada Region.

5.10 "Energy" means capacity measured in terms of the work it is capable of doing over a period of time; electric energy is usually measured in kilowatthours or megawatthours.

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5.11 “Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Base Resource, and its avoided emission of pollutants.

5.12 “FERC” means the Federal Energy Regulatory Commission or its successor.

5.13 “First Preference Customer” means a Preference Customer within a county of origin (Trinity, Calaveras, and Tuolumne) as specified under the Trinity River Division Act (69 Stat. 719) and the New Melones Project provisions of the Flood Control Act of 1962 (76 Stat. 1173, 1191-1192).

5.14 “Full Load Service Customer” means a Customer that will have its entire load at its delivery point(s) met by WAPA, and its Portfolio Manager functions for those delivery point(s) performed by WAPA.

5.15 “Marketing Plan” means WAPA’s final 2025 Power Marketing Plan for the Sierra Nevada Region.

5.16 “Maximum Operating Capability” means the maximum electrical capability from CVP generation available to produce energy, capacity and/or provide ancillary services in any one or more hours.

5.17 “Minimum Base Resource” means the amount of Base Resource energy generated each hour as a result of CVP minimum water releases.

5.18 “NERC” means the North American Electric Reliability Corporation or its successor.

5.19 “Operating Reserves” means the combination of spinning and non-spinning reserves required to meet WECC, NERC, and operating requirements, including those of the balancing authority area or WAPA’s sub-balancing authority area.

5.20 “Portfolio Manager” means an entity responsible for determining balanced hourly load and resource schedules for a Customer.

5.21 “Power” means capacity and energy.

5.22 “Preference” means the requirements of Reclamation Law that provide for preference in the sale of Federal power be given to certain entities, such as governments (state, Federal and Native American), municipalities and other public corporations or agencies, and cooperatives and other nonprofit organizations financed in whole or in part by loans made pursuant to the Rural Electrification Act of 1936 (See, e.g., Reclamation Project Act of 1939, Section 9(c), 43 USC 485h(c)).

5.23 “Primary Marketing Area” means the area generally encompassing northern and central California, extending from the Cascade Range to the Tehachapi Mountains and west-central Nevada.

5.24 “Project Use” means power as defined by Reclamation Law and/or used to operate CVP and Washoe Project facilities.

5.25 “Rate” means the monetary charge or the formula for computing such a charge for any electric service provided by WAPA, including but not limited to charges for capacity (or demand), energy, or transmission service; however, it

does not include leasing fees, service facility charges, or other types of facility use charges. A Rate will be set forth in a Rate Schedule or in a contract.

5.26 "Rate Adjustment" means a change in an existing Rate or Rates, or the establishment of a Rate or Rates for a new service. It does not include a change in Rate Schedule provisions or in contract terms, other than changes in the price per unit of service, nor does it include changes in the monetary charge pursuant to a formula stated in a Rate Schedule or a contract.

5.27 "Rate Adjustment Procedures" means those procedures for Rate Adjustments developed by WAPA, Department of Energy (DOE) or FERC which include DOE Order 00-037.00B, DOE Order RA 6120-2, 10 CFR 903, and 18 CFR 300, as may be amended.

5.28 "Rate Effective Date" means the first date of the billing period to which a Rate Schedule or Rate Schedule extension applies. WAPA will provide notice to the Customers of the Rate Effective Date.

5.29 "Rate Schedule" means a document identified such as a "Rate Schedule," "Schedule of Rates," or "Schedule Rate" which designates the Rate or Rates applicable to a class of service specified therein and may contain other terms and conditions relating to the service. On the effective date of this Contract, 18 CFR 300.1(b)(6) provides FERC may not approve a WAPA Rate Schedule for a period that exceeds five (5) years. The Rate Schedule shall include the Rate Effective Date and the effective period of the Rate Schedule.

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5.30 "Regional Transmission Organization (RTO)" means an organization that meets the minimum characteristics and performs the minimum functions specified in FERC Order 2000, as that order may be amended or superseded.

5.31 "Regulation" means the service provided by generating units equipped and operating with automatic generation control which will enable such units to respond to direct control signals in an upward or downward direction to match, on a real time basis, demand and resources, consistent with WECC, NERC, and the balancing authority area operator's criteria.

5.32 "Scheduling Coordinator" means an entity that is responsible for providing hourly load and resource schedules to the balancing authority area operator or WAPA's sub-balancing authority area, in accordance with a FERC-approved tariff or WAPA's procedures and practices.

5.33 "Variable Resource Customer" means a Customer that is responsible for managing its own energy portfolio.

5.34 "Washoe Project" means the Federal water project located in the Lahontan Basin in west-central Nevada and east-central California.

5.35 "WECC" means the Western Electricity Coordinating Council or its successor.

6. **BASE RESOURCE ESTIMATES AND AVAILABILITY FORECAST**:

6.1 At the beginning of each water year, WAPA will post to WAPA's external website a five-year forecast of Base Resource Operating Capability estimated to

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be available, based on high, average, and low hydrological conditions. The forecast will contain the following information:

6.1.1 Maximum Operating Capability of the CVP for each month;

6.1.2 Energy required for estimated Project Use loads, First Preference Customers' loads, and ancillary service requirements.

6.2 Each month, WAPA will post to WAPA's external website a monthly Base Resource forecast of Base Resource Operating Capability and energy estimated to be available for each month on a rolling twelve-month basis, based on high, average, and low hydrological conditions. The monthly forecast will contain the following information:

6.2.1 Maximum Operating Capability of the CVP for each month;

6.2.2 Energy required for estimated Project Use loads, First Preference Customers' loads, and ancillary service requirements.

6.3 WAPA shall make reasonable efforts, within its control, to ensure the forecasted Base Resource will be available.

7. **ELECTRIC SERVICE FURNISHED BY WAPA**:

7.1 PPC will be entitled to receive a percentage of the Base Resource as set forth in Exhibit A.

7.2 The estimated amount of energy available to PPC shall be determined by multiplying its Base Resource percentage by the total amount of Base Resource energy available during that period.

7.3 The minimum amount of energy PPC will be required to schedule for each hour shall be determined by multiplying its Base Resource percentage by the

Minimum Base Resource, unless otherwise agreed to by WAPA. However, if PPC does not have sufficient load to take its percentage of the Minimum Base Resource, any excess energy shall be made available to WAPA for the Exchange Program as described later in this Contract under Section 10 and Exhibit B.

7.4 The maximum amount of energy PPC may schedule in any hour shall be determined by multiplying its Base Resource percentage by the Base Resource Operating Capability. However, PPC may schedule energy in excess of this maximum, if approved by WAPA, to accommodate purchases or exchanges from the Exchange Program.

7.5 PPC will be entitled to the benefit of available regulation and operating reserves from the CVP in proportion to its Base Resource percentage. The method for calculating regulation and operating reserves is set forth in Exhibit C.

7.6 WAPA's obligation to provide PPC's Base Resource is limited to the actual CVP generation available on a real-time basis. WAPA shall have no obligation to replace any Base Resource that is unavailable; for instance, Base Resource that is unavailable due to scheduled maintenance, system emergencies, forced outages, or other constraints. Any costs incurred by either Party as a result of deviations between actual and scheduled Base Resource energy shall be the responsibility of PPC. WAPA will notify PPC as soon as reasonably practicable of any situation that will impact the availability of the Base Resource, and will modify schedules accordingly, on a pro-rata basis.

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7.7 Due to the variable nature of the Base Resource, WAPA may provide a Custom Product upon a Customer's request. Any Custom Product will be the subject of a separate contractual arrangement.

8. DELIVERY ARRANGEMENTS:

8.1 WAPA will make PPC's Base Resource available at the generator bus or such other delivery point(s) on the CVP transmission system as the Parties will mutually agree, as specified in Exhibit A. WAPA reserves Network Integration Transmission Service for the delivery of Base Resource on the CVP transmission system under its Open Access Transmission Tariff (OATT). The rates and terms of this service shall be in accordance with WAPA's then-current rate schedule and OATT.

8.2 If requested by WAPA, PPC must provide written notification to WAPA by July 1, 2024, demonstrating that it has arranged for delivery of its Base Resource energy to its load. Such notification shall include both transmission and distribution level arrangements, as applicable. WAPA shall have no obligation to make Base Resource available to PPC if delivery arrangements are not in effect. However, PPC shall not be relieved of its obligation to pay its percentage share of the Base Resource during the time in which delivery arrangements are not in effect.

9. SCHEDULING PROCEDURES, BUSINESS PRACTICES AND PROTOCOLS:

9.1 All energy furnished by WAPA to PPC will be provided on a scheduled basis. PPC agrees to abide by the scheduling procedures, business practices and protocols of the applicable balancing authority area or WAPA's sub-balancing authority area, as set forth on WAPA's website. The Parties recognize that the scheduling procedures, business practices and protocols may require

modification from time-to-time to reflect updated operating procedures that may become applicable to the Parties. In such event, WAPA will make such changes in accordance with Section 17 of this Contract.

9.2 Designation of Scheduling Coordinator (SC): If PPC is required to have a Scheduling Coordinator; PPC shall notify WAPA of its designated Scheduling Coordinator not less than ninety (90) days prior to the date of initial service under this Contract. In the event that PPC's Scheduling Coordinator arrangement changes, PPC shall notify WAPA in writing, not less than thirty (30) days prior to the change, unless a shorter notification period is agreed to by WAPA.

9.3 **If WAPA is PPC's Portfolio Manager, as set forth in a separate Custom Product Contract, all scheduling activities and responsibilities will be performed by WAPA on behalf of PPC.** At such time as WAPA is no longer PPC's Portfolio Manager, then PPC will be responsible for performance of its duties under this Section 9.

9.4 WAPA will provide Customers with the opportunity to comment on WAPA's maintenance and operations plans. WAPA will facilitate Customer meetings with the Bureau of Reclamation regarding cost and operation planning.

9.5 In the event that PPC does not abide by the protocols, business practices and procedures and WAPA incurs costs as a result, PPC is responsible for and shall pay such costs.

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10. **EXCHANGE PROGRAM:**

10.1 WAPA will establish and manage an Exchange Program to allow all Customers to fully and efficiently use their Base Resource percentage. The Exchange Program is a mechanism to:

10.1.1 Make available to WAPA, for provision to other Customers, any Base Resource energy a Customer cannot use on a pre-scheduled basis due to insufficient load; and

10.1.2 Help mitigate the costs incurred by a Customer for the power it is obligated to pay for, but may not be able to use.

10.2 Under the Exchange Program, all Base Resource energy in excess of PPC's load will be retained by WAPA and offered by WAPA for sale to other Customers. PPC may purchase energy from the Exchange Program. While WAPA's retention of excess Base Resource is mandatory, purchasing from the Exchange Program is voluntary.

10.3 The Exchange Program procedures are set forth in Exhibit B. WAPA may change the program and procedures of the Exchange Program in accordance with Section 17 of this Contract.

10.4 WAPA will also offer a seasonal Exchange Program. Under the seasonal Exchange Program, PPC may elect to make available to WAPA that portion of its Base Resource percentage that it is unable to use due to insufficient load. PPC, through WAPA, will be able to exchange its unusable Base Resource percentage with other Customers. Any Customer may submit a request to WAPA to exchange or purchase energy through the seasonal Exchange Program. Details of a seasonal exchange will be developed with the Customer upon request by that Customer.

10.5 Exchanges of the Base Resource between PPC and others outside of the WAPA-managed Exchange Programs, or other WAPA-managed programs, are prohibited.

11. **INDEPENDENT SYSTEM OPERATOR OR REGIONAL TRANSMISSION ORGANIZATION**:

11.1 WAPA is a sub-balancing authority area within BANC. WAPA operates in conformance with its sub-balancing authority area and BANC's balancing authority area protocols, business practices and procedures. In the event of changes to any protocols, business practices and procedures, WAPA may make any changes necessary to this Contract to conform to the operating and scheduling protocols, business practices and procedures in accordance with Section 17 of this Contract.

11.2 The Parties understand that, in the future, WAPA may also change its operating configuration such as by: (1) joining an independent system operator or RTO or (2) participating in future markets such as energy imbalance markets; or (3) making system configurations to meet future operating requirements. In such an event, if WAPA is required to conform to the protocols, business practices or procedures, WAPA shall make changes to this Contract to conform to the terms and conditions required by such events in accordance with Section 17 of this Contract.

11.3 In the event that: 1) WAPA incurs costs from the balancing authority area, WAPA's sub-balancing authority area, CAISO, an RTO, or a different balancing authority area for serving PPC's load; or 2) PPC does not abide by the protocols business practices, or procedures of the balancing authority area, an RTO, or

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other balancing authority area operator that are applicable to WAPA and WAPA incurs costs as a result, PPC agrees to pay all such costs attributable to PPC.

12. **WAPA RATES:**

12.1 The Base Resource will be provided on a take-or-pay basis. PPC will be obligated to pay its Base Resource percentage share in accordance with the Rate Schedule attached hereto, whether or not it takes or uses its full Base Resource percentage.

12.2 PPC shall pay for the electric service furnished hereunder in accordance with the Rates, charges, and conditions set forth in the CVP Schedule of Rates applicable to the Base Resource, effective January 1, 2025, or any superseding Rate Schedule.

12.3 Rates applicable under this Contract shall be subject to change by WAPA in accordance with appropriate Rate Adjustment Procedures. If, at any time, WAPA announces that it has received approval of a Rate Schedule, or extension of an existing Rate Schedule applicable to this Contract, or if a Rate Adjustment Procedure is amended, WAPA will promptly notify PPC thereof.

12.4 PPC, by providing written notice to WAPA within ninety (90) days after the Rate Effective Date of a Rate Schedule or Rate Schedule extension applicable to this Contract, may elect to reduce its Base Resource percentage or terminate this Contract. PPC shall designate a Base Resource percentage reduction or termination effective date that will be effective on the last day of the billing month not later than two (2) years after the Rate Effective Date. If the termination effective date is after the Rate Effective Date, the new or extended Rates shall apply for service taken by PPC until the termination effective date. Once PPC

provides notice to terminate or reduce its Base Resource percentage, WAPA will begin the process to reallocate the Base Resource to other Preference Customers. PPC may not revoke its notice to terminate or reduce its Base Resource unless WAPA provides written consent.

12.5 Rates shall become effective under this Contract on the Rate Effective Date stated in a Rate notice.

13. **INTEGRATED RESOURCE PLAN:**

13.1 In accordance with the Energy Policy Act of 1992, PPC is required to meet the requirements of WAPA's Energy Planning and Management Program (EPAMP). To fulfill the requirements of EPAMP, PPC must develop and submit an integrated resource plan or alternative report, as applicable. Specific EPAMP requirements are set forth in the Federal Register at (64 FR 62604) and may be found on WAPA's website. Failure to comply with WAPA's EPAMP requirements may result in penalties as specified therein. PPC understands that WAPA may re-evaluate its EPAMP requirements and change them from time-to-time as appropriate. Such changes will be subject to a public process and publication in the Federal Register.

13.2 Should the EPAMP requirements be eliminated, PPC shall have no responsibilities under Section 13.1.

14. **ADJUSTMENT OF BASE RESOURCE PERCENTAGE:**

14.1 Prior to the date of initial service, WAPA may adjust PPC's Base Resource percentage, as set forth in Exhibit A herein, if WAPA determines that PPC's Base Resource percentage is greater than its actual usage, as specified in the Marketing Plan.

14.2 After the date of initial service, WAPA may adjust PPC's Base Resource percentage under any of the following conditions:

14.2.1 PPC sells energy associated with its Base Resource percentage to another entity for resale by that entity;

14.2.2 PPC uses the energy associated with its Base Resource percentage to serve loads outside of the Sierra Nevada Region's Primary Marketing Area;

14.2.3 PPC's annual energy associated with its Base Resource percentage, is ten percent or more than its actual annual energy usage.

14.3 If WAPA determines that PPC has met any of the conditions in Section 14.2 above, WAPA will take the following steps:

14.3.1 Notify PPC of the nature of the concern;

14.3.2 Analyze PPC's usage of the energy associated with its Base Resource percentage and determine if an adjustment is necessary on a case-by-case basis, with due consideration of any circumstance that may have temporarily altered PPC's energy usage;

14.3.3 If an adjustment is determined to be necessary, provide a 90-day written notice of such adjustment; and

14.3.4 Reduce or rescind PPC's Base Resource percentage permanently on the effective date specified in the notice.

15. **METERING AND POWER MEASUREMENT RESPONSIBILITIES:**

PPC shall be responsible for electric power metering equipment requirements and power measurement data associated with the use of WAPA power under this Contract as follows:

15.1 Unless previously installed and furnished by WAPA, PPC shall furnish, install, operate, maintain, and replace, meters and associated metering

equipment required for deliveries of WAPA power scheduled to each delivery point on the WAPA grid, the CAISO-controlled grid, a utility distribution company grid, or other electrical system, as may be applicable. Such meters shall comply with the all applicable meter requirements. For instance, meters on:

15.1.1 WAPA's system must meet WAPA's meter requirements;

15.1.2 CAISO's system must meet CAISO's meter requirements; and/or

15.1.3 Pacific Gas and Electric Company's (PG&E) system must meet PG&E's meter requirements.

15.2 PPC shall measure power deliveries and provide certified settlement-quality metering data to WAPA as requested. It is generally contemplated that WAPA will require this data on a monthly basis.

15.3 If WAPA previously installed and furnished a meter to PPC, WAPA shall be allowed unrestricted, unescorted access to its revenue meter equipment. PPC shall provide a minimum of three (3) keys or the combination to PPC's existing locks. Alternatively, WAPA may provide a WAPA-owned padlock(s). Access shall include all gates and/or doors required to access the metering equipment.

15.4 Upon request by PPC, to evidence receipt of the Environmental Attributes, WAPA shall timely provide meter data or other mutually agreed upon data to PPC measuring the amount of CVP energy that is generated and delivered to PPC. Upon mutual agreement of Customers, WAPA and Reclamation, such meters shall be modified or replaced to meet appropriate standards or requirements to convey CVP Environmental Attributes to Customers.

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16. **CHANGES IN ORGANIZATIONAL STATUS:**

16.1 If PPC changes its organizational status or otherwise changes its obligation to supply electric power to Preference loads, WAPA reserves the right to adjust WAPA's power sales obligations under this Contract or to terminate this Contract, as WAPA deems appropriate. Changes in organizational status include but are not limited to:

16.1.1 Merging with another entity;

16.1.2 Acquiring or being acquired by another entity;

16.1.3 Creating a new entity from an existing one;

16.1.4 Joining or withdrawing from a member-based power supply organization; or

16.1.5 Adding or losing members from its membership organization.

16.2 For the purposes of this Section 16, a member is any Preference entity that is included in a membership, which has the responsibility of supplying power to the end-use consumer or Customer. Memberships include but are not limited to:

16.2.1 Municipality;

16.2.2 Cooperative;

16.2.3 Joint powers authority; or

16.2.4 Governmental agency.

16.3 For purposes of this Section 16, participation in a State promulgated direct access program shall not be deemed to be a change in a Customer's organizational status or its obligation to supply electric power to Preference loads.

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16.4 Prior to making an organizational change, PPC may request an opinion from WAPA as to whether PPC's proposed organizational change will result in an adjustment of PPC's Base Resource percentage or termination under this Section 16. PPC shall provide WAPA with all relevant documents and information regarding the proposed organizational change. Based on the documents and information furnished, WAPA will provide PPC with an opinion.

16.5 In addition to the above, if the change in organizational status results in a proposed transfer of the Contract, or any portion thereof, Section 37 of the General Power Contract Provisions (GPCP), "Transfer of Interest in Contract," generally requires the Customer to obtain prior written approval from WAPA's Administrator. Organizational changes that typically propose transfer of the Contract, or a portion of the Contract, and require prior written approval from WAPA include but are not limited to:

16.5.1 Merging with another entity;

16.5.2 Acquiring or being acquired by another entity;

16.5.3 Joining an entity; and

16.5.4 Creating a new entity.

17. **PROTOCOLS, BUSINESS PRACTICES AND PROCEDURES:**

WAPA reserves the right to make changes to protocols, business practices and procedures, as needed. Prior to making any changes, WAPA will provide notice to PPC and provide PPC with an opportunity to comment on such changes. WAPA will consider any comments made by PPC before making any changes, and shall provide a written response to the comments. After a final decision is made by WAPA, if PPC is not satisfied with the decision, PPC shall have thirty (30) days from the date of WAPA's final decision to appeal the change to WAPA's Administrator. WAPA will not implement a change that has been appealed until a final decision by the Administrator.

Notwithstanding the provisions within this Section 17, PPC shall retain its right to pursue other legal remedies available to it.

18. **ENFORCEABILITY:**

It is not the intent of the Parties that this Contract confer any rights on third parties to enforce the provisions of this Contract except as required by law or express provision in this Contract. Except as provided in this Section, this Contract may be enforced, or caused to be enforced, only by WAPA or PPC, or their successors or assigns.

19. **GENERAL POWER CONTRACT PROVISIONS:**

The GPCP, effective September 1, 2007, attached hereto, are hereby made a part of this Contract, the same as if they had been expressly set forth herein; Except Section 11 shall not be applicable to this Contract. In the event of a conflict between the GPCP and the provisions in the body of this Contract, the Contract shall control. The usage of the term "Contractor" in the GPCP shall mean PPC. The usage of the term "firm" in Articles 17 and 18 of the GPCP shall be deemed to be replaced with the words "Base Resource."

20. **EXHIBITS MADE PART OF CONTRACT:**

Exhibit A (Base Resource Percentage and Point(s) of Delivery), Exhibit B (Exchange Program), Exhibit C (Regulation and Reserves), and Exhibit D (Rate Schedule) existing under this Contract may vary during the term hereof. Each of said exhibits shall become a part of this Contract during the term fixed by its provisions. Exhibits A, B, C, and D are attached hereto, and each shall be in force and effect in accordance with its terms until respectively superseded by a subsequent exhibit.

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21. **EXECUTION BY COUNTERPARTS:**

This Contract may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Contract may be detached by any counterpart of the Contract without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Contract identical in form hereto, by having attached to it one or more signature pages.

22. **ELECTRONIC SIGNATURES:**

The Parties agree that this Contract may be executed by handwritten signature or digitally signed using Adobe Sign or Adobe E-Signature. An electronic or digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

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IN WITNESS WHEREOF, the Parties have caused this Contract to be executed the day and year first above written.

WESTERN AREA POWER ADMINISTRATION

By:_____
Name: Arun K. Sethi
Title: Vice President of Power Marketing for Sierra Nevada Region
Address: 114 Parkshore Drive
Folsom, CA 95630-4710

PITTSBURG POWER COMPANY

Attest:

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____
Address:_____
_____

PITTSBURG POWER COMPANY

Resolution/Certificate

EXHIBIT A
(Base Resource Percentage and Point(s) of Delivery)

1. This Exhibit A, to be effective under and as part of Contract 20-SNR-02315 (Contract), shall become effective upon execution of the Contract; and shall remain in effect until either superseded by another Exhibit A or termination of the Contract.

2. Pursuant to the Marketing Plan, PPC's extended Base Resource percentage is 0.34466.

3. PPC's Base Resource percentage may be adjusted by WAPA as specified in the Contract.

4. PPC's Base Resource percentage will be adjusted effective January 1, 2040, in accordance with the Marketing Plan, to establish the 2040 Resource Pool for new power allocations.

5. The point(s) of delivery on the CVP transmission system for PPC's Base Resource shall be either WAPA's Tracy 230-kV or Tracy 500-kV or Cottonwood 230-kV Substations, or as requested by PPC and approved by WAPA.

6. All power deliveries provided under this Contract shall be adjusted for the applicable transformation and transmission losses on the 230-kV system. Additional transformation and/or transmission losses shall be applied to deliveries at other than the 230-kV level.

7. This Exhibit A shall be replaced by WAPA as necessary under the terms and conditions set forth in the Contract, and a signature is not required by either Party.

EXHIBIT B
(Exchange Program)

1. This Exhibit B, to be effective under and as a part of Contract 20-SNR-02315, (Contract) shall become effective upon execution of the Contract; and, shall remain in effect until superseded by another Exhibit B or termination of the Contract.

2. PPC is in agreement with the procedures set forth herein.

3. If necessary, WAPA retains the right to make subsequent revisions to Exhibit B after consultation with its Customers. At such time as WAPA promulgates a revision of this Exhibit B, PPC shall have the option of either accepting the new revision to this Exhibit B or opting out of making purchases from the Exchange Program. If WAPA does not receive notice from PPC opting out of making purchases from the Exchange Program within 30 days of PPC's receipt of a revised Exhibit B, PPC may automatically continue to make purchases from the Exchange Program if already participating.

4. Exchange Program:

4.1 WAPA has established separate Exchange Program for the Full Load Service Customer group and the Variable Resource Customer group. A Customer cannot be in both the Full Load Service Customer group and the Variable Resource Customer group at the same time.

4.2 The Exchange Program will take place on a pre-scheduled basis.

4.3 Base Resource power in excess of a Customer's load in any hour will be distributed by WAPA in the applicable Exchange Program group (Full Load Service or Variable Resource).

4.4 A Customer may choose whether to make purchases from the Exchange Program for its group. Participation in making purchases from the Exchange Program requires a Customer to accept Exchange Program power if it has load in that hour. However, even if a Customer chooses not to participate in making purchases, if that Customer's Base Resource amount exceeds its load in any hour, the excess will go into the Exchange Program for that Customer's group for that hour, for use by participating Customers with load not met by Base Resource power in that hour. In other words, the retention of Base Resource in excess of a Customer's load is mandatory, while participation in making purchases from the Exchange Program is voluntary.

4.5 If a Customer chooses not to make purchases from the Exchange Program, a written notice to that effect must be submitted to WAPA by November 1, 2024. Thereafter, a Customer must submit a written notice to WAPA at least one (1) month prior to changing its participation status; Except if a Customer has elected to make purchases from the Exchange Program and subsequently changes its participation status, the Customer must wait a minimum of one (1) year to again participate in the Exchange Program. Participation status will change on the first day of the month following the required notice period or the minimum one (1) year waiting period.

4.6 A Customer must use its Base Resource power prior to using any other source to meet its load, unless agreed to by WAPA in writing. A Customer participating in the Exchange Program must use Exchange Program power prior to any other source to meet its load, unless agreed to by WAPA in writing.

4.7 Each participating Customer in each group will receive an equal share in megawatts of that group's Exchange Program power available for that hour, up to the Customer's unmet load in that hour.

4.8 Any Exchange Program power that is excess to a Customer's unmet load will go back to the Exchange Program for the group to which the Customer belongs, for that same hour. This power will be reallocated to participating Customers in that group on an equal basis until either that group's Exchange Program has no remaining power in that hour, or no participating Customers in that group have unmet load in that hour.

4.9 If there is power remaining in the Full Load Service Exchange Program or the Variable Resource Exchange Program in any hour, and none of the participating Customers in that group have unmet load in that hour, the remaining power will go to the other group's Exchange Program for that same hour.

4.10 If, in any hour, no participating Customers have unmet load but there is power remaining in either group's Exchange Program, that power may be offered for sale by WAPA unless the amount of power is de minimis.

4.11 Customers' power bills will be adjusted to reflect transactions into and out of the Exchange Program.

EXHIBIT C
(Regulation and Reserves)

1. This Exhibit C to be effective under and as a part of Contract 20-SNR-02315 (Contract), shall become effective upon execution of the Contract; and, shall remain in effect until superseded by another Exhibit C or termination of the Contract.

2. Definitions of Terms:

2.1 Contingency Reserve: An additional amount of operating reserves sufficient to reduce Area Control Error (ACE) to zero in ten minutes following loss of generating capacity, which would result from the most severe single contingency. Contingency Reserves will consist of Spinning and Nonspinning Reserves.

2.2 Frequency Response Reserves: Spinning Reserves which provide the required Frequency Response needed for the reliable operation of an interconnection. The energy is provided by the generator's governor's response to a frequency deviation from scheduled system frequency.

2.3 Nonspinning Reserve: That operating reserve not connected to the system but capable of serving demand within ten minutes, or interruptible load that can be removed from the system within ten minutes.

2.4 Spinning Reserve: Unloaded generation which is synchronized and ready to serve additional demand.

3. WAPA's Disposition of Contingency Reserves and Regulation:

3.1 Contingency Reserves: WAPA will provide all Base Resource schedules with Contingency Reserves, including Spinning, Nonspinning, and Frequency Response Reserves. Contingency Reserves will be provided from CVP generation as available, or procured from other sources as necessary.

3.2 Regulation: WAPA will not provide Regulation with Base Resource schedules. Any sales of Regulation by WAPA will be credited against the Power Revenue Requirement.

EXHIBIT D
(Rate Schedule)

1. This Exhibit D to be effective under and as a part of Contract 20-SNR-02315 (Contract), shall become effective upon execution of the Contract; and, shall remain in effect until superseded by another Exhibit D or termination of the Contract.

2. The CVP Schedule of Rates for Base Resource and First Preference Power (CV-F13) begins on page 2 of this Exhibit D.

3. This Exhibit D shall be replaced by WAPA as necessary under the terms and conditions set forth in the Rate Schedule, and a signature is not required by either Party.

Exhibit D
to Base Resource Contracts/Agreements
Rate Schedule CV-F13
(Supersedes Schedule CV-F12)

UNITED STATES DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

CENTRAL VALLEY PROJECT

SCHEDULE OF RATES FOR BASE RESOURCE AND FIRST PREFERENCE POWER

Effective:

October 1, 2011, through September 30, 2019. [Note: This rate schedule was extended by Rate Order No. WAPA-185 through September 30, 2024.]

Available:

Within the marketing area served by the Western Area Power Administration (Western), Sierra Nevada Customer Service Region.

Applicable:

To the Base Resource (BR) and First Preference (FP) Power Customers.

Character and Conditions of Service:

Alternating current, 60-hertz, three-phase, delivered and metered at the voltages and points established by contract. This service includes the Central Valley Project (CVP) transmission (to include reactive supply and voltage control from Federal generation sources needed to support the transmission service), spinning reserve service, and supplemental reserve service.

Power Revenue Requirement (PRR):

Western will develop the PRR prior to the start of each fiscal year (FY). The PRR will be divided in two 6-month periods, October through March and April through September, based

on FP and BR percentages. The PRR for the April-through-September period will be reviewed in March of each year. The review will analyze financial data from the October-through-February period, to the extent information is available, as well as forecasted data for the March-through-September period. If there is a change of $5 million or more, the PRR will be recalculated for the entire FY. The PRR is allocated to FP Customers and BR Customers based on formula rates, as adjusted for Hourly Exchange (HE), FP true-up calculation, and midyear adjustments.

Example of PRR Allocation to FP and BR		
Component	**Formula**	**Allocation**
Annual PRR		$70,000,000
FP Customers' Allocation (Total FP % = 5%)	$70,000,000 x 5%	$3,500,000
Remaining PRR Allocated to BR	$70,000,000 - $3,500,000	$66,500,000
Note: This example is intended to show the PRR allocation to the customer groups and is not adjusted for billing, midyear adjustments or FP true-up calculation.		

FP Power Formula Rate:

The annual FP customer allocation is equal to the annual PRR multiplied by the relevant FP percentage. The formula rate for FP power has three components.

Component 1:

$$\text{FP Customer Percentage} = \frac{\text{FP Customer Load}}{\text{Gen + Power Purchases - Project Use}} \quad \text{FP Customer Charge}$$

$$= \text{FP Customer Percentage} \times \text{MRR}$$

Where:

FP Customer Load = An FP Customer's forecasted annual load in megawatthours (MWh).

Gen = The forecasted annual CVP and Washoe generation (MWh).

Power Purchases = Power purchases for Project Use and FP loads (MWh).

Project Use = The forecasted annual Project Use loads (MWh).

MRR = Monthly PRR.

Western will develop each FP customer's percentage prior to the start of each FY. During March of each FY, each FP customer's percentage will be reviewed. If, as a result of the review, there is a change in a FP customer's percentage of more than one-half of 1 percent, the percentage will be revised for the April-through-September period and billing adjustments made for the October-through-March period to reflect the revised percentage.

Table 1: Estimated and Actual Year 1 PRR Allocation Due to FP % True-up					
FP Customer	Year 1 FP % (Based on estimate)	Year 1 FP and BR PRR Allocation	Year 1 Actual FP % (Determined during Year 2)	Year 1 FP and BR Actual (adjusted) PRR Allocation	Difference (Applied in Year 3)
Customer A	0.35%	$262,500	0.38%	$285,000	$22,500
Customer B	0.90%	$675,000	0.85%	$637,500	($37,500)
Customer C	2.80%	$2,100,000	2.90%	$2,175,000	$75,000
Customer D	0.75%	$562,500	0.75%	$562,500	$0
Total	4.80%	$3,600,000	4.88%	$3,660,000	$60,000
BR Customers	Contractual %	$71,400,000	Contractual %	$71,340,000	($60,000)
Total PRR (Year 1)		**$75,000,000**	**Total PRR**	**$75,000,000**	**$0**

In addition, Western is adopting a true-up methodology for FP Customers each year in order to ensure FP Customers pay their proportionate share of the PRR. The FP percentage true-up calculation will use actual data for the FY being adjusted. Changes to the PRR based on FP percentage true-up calculations will be incorporated in the PRR at the beginning of each FY as shown in the example below. As shown in the example in Table 1, the total PRR for Year 1, on October 1, is $75 million, and estimated revenue requirements are allocated to customers based on their estimated FP and BR percentages. A true-up of each FP percentage for Year 1 occurs in Year 2 and the difference between the estimated and actual will be reflected in the PRR in Year 3.

Beginning in Year 3, the PRR, as published on October 1, is $73,000,000. Based on the true-up methodology, the adjustment (difference seen in Table 1) from Year 1 is factored in the PRR for Year 3, and payment obligations for both FP and BR Customers are appropriately adjusted as shown in the Table 2 below.

Table 2: FP % Adjustment from Year 1 (Actual to Estimated) Applied in Year 3				
FP Customer	Year 3 Est. FP %	Year 3 Estimated PRR Payment	PY FP True-Up (Year 1 True-Up Amount)	Total Year 3 Bill
Customer A	0.35%	$255,500	$22,500	$278,000
Customer B	0.90%	$657,000	($37,500)	$619,500
Customer C	2.85%	$2,080,500	$75,000	$2,155,500
Customer D	0.77%	$562,100	$0	$562,100
Total	4.87%	$3,555,100	$60,000	$3,615,100
BR Customers	Contractual %	$69,444,900	($60,000)	$69,384,900
Total PRR (Year 3)		**$73,000,000**	**$0**	**$73,000,000**

Based on the true-up adjustment from Year 1, the adjusted PRR for Year 3 is appropriately allocated to both FP and BR Customers.

The percentages in the table below are the maximum percentages for each FP customer that will be applied to the MRR during the rate period October 1, 2011, through September 30, 2016. The maximum percentages were determined based on a critically dry year where there are hydrologic conditions that result in low CVP generation and, consequently, low levels of BR. An FP percentage cannot exceed the maximum except in instances where individual FP customer percentages increase due to load growth. If these maximum percentages are used for determining the FP customer charges for more than one year, Western will evaluate customer percentages from the formula rate versus the maximum percentage and make adjustments as appropriate.

FP Actual Maximum Percentages Effective Rate Period FY 2012 through FY 2016	
FP Customer	**Maximum FP Customer Percentage Applied to the MRR**
Sierra Conservation Center	1.58%
Calaveras Public Power Agency	3.81%
Trinity Public Utilities District	12.01%
Tuolumne Public Power Agency	3.16%
Total	20.56%

Below is a sample calculation for an FP customer's monthly charge for power.

Example: FP Monthly Customer Charge Calculation	
Numerator	
FP Customer's Load - MWh	10,000
Denominator	
Washoe Generation - MWh	2,500
CVP Generation - MWh	3,700,000
PU Load - MWh	(1,200,000)
PU Purchase - MWh	47,000
Calculated Percentage	
FP Customer's Percentage	0.39%
Monthly Power Revenue Requirement (MRR)	$3,333,333
FP Customer Monthly Charge = (FP % x MRR)	$13,000

Component 2:

Any charges or credits associated with the creation, termination, or modification to any tariff, contract, or rate schedule accepted or approved by the Federal Energy Regulatory Commission (FERC) or other regulatory bodies will be passed on to each relevant customer. The FERC's or other regulatory bodies' accepted or approved charges or credits apply to the service to which this rate methodology applies. When possible, Western will pass through directly to the relevant customer FERC's or other regulatory bodies' accepted or approved charges or credits in the same manner Western is charged or credited. If FERC's or other regulatory bodies' accepted or approved charges or credits cannot be passed through directly to the relevant customer in the same manner Western is charged or credited, the charges or credits will be passed through using Component 1 of the formula rate.

Component 3:

Any charges or credits from the Host Balancing Authority (HBA) applied to Western for providing this service will be passed through directly to the relevant customer in the same manner Western is charged or credited to the extent possible. If the HBA's costs or credits cannot be passed through to the relevant customer in the same manner Western is charged or credited, the charges or credits will be passed through using Component 1 of the formula rate.

BR Formula Rate:

The annual BR allocation is equal to the annual PRR less the annual FP customer allocation. The formula rate for BR has three components.

Component 1:

BR Customer Allocation = (BR RR x BR%)

Where:

BR RR = BR Monthly Revenue Requirement (RR)

BR% = BR percentage for each customer as indicated in the BR contract after adjustments for programs, such as HE, if applicable.

After the FP Customers' share of the annual PRR has been determined, including a prior period true-up from the FP formula rate, the remainder of the annual PRR is recovered from the BR Customers. BR Customers' allocation will also be adjusted by the amount of under- or overpayment by FP Customers. The BR RR will be collected in two 6-month periods. For October through March, 25 percent of the BR RR will be collected. For April through September, 75 percent of the BR RR will be collected. The monthly BR RR is calculated by dividing the BR 6-month RR by six. The revenues from the sale of surplus BR will be applied to the annual BR RR for the following FY.

An example of a reallocation program is the HE program. BR Customers pay for exchange energy, hourly or seasonally, by adjusting the BR percentage that is applied to the BR RR. Adjustments to a customer's BR percentage for seasonal exchanges will be reflected in the customer's BR contract.

An illustration of the adjustment to a customer's BR percentage for HE energy is shown in the example below.

Example of BR Percentage Adjustments for HE Energy						
BR Customer	BR % from Contract	Hourly BR = 30 MWh	Customer's BR > Load	Customers Receiving HE	BR Delivered (Adj'd for HE)	Revised BR %
Customer A	20%	6	3	0	3	10.0%
Customer B	10%	3	0	1	4	13.3%
Customer C	70%	21	0	2	23	76.7%
Total	100%	30	3	3	30	100.0%

Component 2:

Any charges or credits associated with the creation, termination, or modification to any tariff, contract, or rate schedule accepted or approved by FERC or other regulatory bodies will be passed on to each relevant customer. The FERC's or other regulatory bodies' accepted or approved charges or credits apply to the service to which this rate methodology applies. When possible, Western will pass through directly to the relevant customer FERC's or other regulatory bodies' accepted or approved charges or credits in the same manner Western is charged or credited. If FERC's or other regulatory bodies' accepted or approved charges or credits cannot be passed through directly to the relevant customer in the same manner Western is charged or credited, the charges or credits will be passed through using Component 1 of the formula rate.

Component 3:

Any charges or credits from the HBA applied to Western for providing this service will be passed through directly to the relevant customer in the same manner Western is charged or credited to the extent possible. If the HBA's costs or credits cannot be passed through to the relevant customer in the same manner Western is charged or credited, the charges or credits will be passed through using Component 1 of the formula rate.

Billing:

Billing for BR and FP power will occur monthly using the respective formula rate. Any adjustment made at midyear is applicable to the entire FY and billed over the remainder the FY.

Adjustment for Losses:

Losses will be accounted for under this rate schedule as stated in the service agreement.

Adjustment for Audit Adjustments:

Financial audit adjustments that apply to the formula rate under this rate schedule will be evaluated on a case-by-case basis to determine the appropriate treatment for repayment and cash flow management.

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 Establishing a Limited Overlay District and Overlay Plan for a 1.03-Acre Site Located at 1416 Bobo Court, AP-19-1454

MEETING DATE: March 1, 2021

EXECUTIVE SUMMARY

On January 19 and February 1, 2021, the City Council considered and voted 3-2 to introduce and waive first reading of an ordinance approval of a zoning amendment establishing a limited overlay district to allow a 'Food and Drug Processing' use with limitations exclusively for commercial cannabis businesses at 1416 Bobo Court (APN: 088-570-009). The Ordinance is being brought back before the City Council for adoption.

FISCAL IMPACT

Adoption of the proposed ordinance would facilitate execution of an operating agreement which require Element 7 pay the City a cannabis business tax with a minimum annual guarantee of $100,000.

RECOMMENDATION

City Council move to adopt Ordinance No. 21-1483 Approving a Zoning Map Amendment and Cannabis Operating Agreement for Element 7, AP-19-1454.

BACKGROUND

The City Council held a public hearing on this item on January 19, 2021. After receiving public comment and deliberating, the City Council voted to continue the deliberation at a following meeting. On February 1, 2021, the Council held a continued deliberation, and moved to introduce and waive further reading of the proposed ordinance.

SUBCOMMITTEE FINDINGS

On September 24, 2019, the Land Use Subcommittee was convened to discuss the proposed zoning text amendment application at 1416 Bobo Court. Staff presented three options of zoning amendments that could be processed to facilitate a potential cannabis manufacturing business at this location (which is the sole reason for the rezoning request). The subcommittee seemed to generally be in favor of the location for a cannabis facility; however, a clear consensus on which procedural approach would be best for rezoning was not reached, so staff determined that it would be most appropriate to keep the scope for rezoning as narrow as possible with a proposed overlay district specific to the desired use at the specific location.

STAFF ANALYSIS

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. 21-1483
2. Exhibit A to Ordinance No. 21-1483

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 Amending Zoning Map at 1416 Bobo Court for Element 7, AP-19-1454	)))	ORDINANCE NO. 21-1483

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

WHEREAS, on August 6, 2019, Tina Todesco filed Planning Application No. 19-1454 requesting approval for a zoning amendment establishing a limited overlay district to allow 'Food and Drug Processing' as a permitted use, contingent on City Council approval of the overlay district, amending the allowable use onsite to include a cannabis manufacturing facility located at 1416 Bobo Court in the CS (Service Commercial) District. Assessor's Parcel No. 088-570-009.

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

WHEREAS, on June 4, 2019, the Pittsburg City Council adopted Ordinance No. 18-1448 amending the definition of the 'Food and Drug Processing' land use to include businesses utilizing cannabis as a primary or accessory use not required to obtain a use permit, but shall comply with the requirements prescribed by PMC Title 5, and Chapters 5.70 and 18.88 PMC.

WHEREAS, on September 24, 2019, the Land Use Subcommittee was convened to discuss the proposed zoning text amendment application at 1416 Bobo Court. Staff presented three options of zoning amendments that could be processed to facilitate a potential cannabis manufacturing business at this location. Staff determined that it would be most appropriate to keep the scope for rezoning as narrow as possible with a proposed overlay district specific to the desired use at the specific location.

WHEREAS, on December 10, 2019, after conducting a duly noticed public hearing, the Planning Commission voted 4-2 to adopt Resolution No. 10137, recommending approval of the requested Overlay Zoning District.

WHEREAS, on January 19, 2021, the City Council held a public hearing on this item, at which time oral and written testimony was heard. Following the close of the public hearing, the City Council continued the item in order to allow for discussion and deliberation; and

WHEREAS, on February 1, 2021, the City Council conducted a continued discussion on the proposed project.

SECTION 1. Findings.

A. Based on the City Council Staff Report entitled, "Introduction and Waive First Reading of

an Ordinance Establishing a Limited Overlay District and Overlay Plan for a 1.03-Acre Site Located at 1416 Bobo Court and Adoption of a City Council Resolution Approving Commercial Cannabis Permits and an Operating Agreement Between the City and E7 Pittsburg LLC ("Element 7"), AP-19-1435 and AP-19-1454," dated February 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 proposed amendment is consistent with the objectives, policies, general land uses and programs in the General Plan, in that the amendment would remain consistent with the Service Commercial land use designation for the site, which is intended for commercial businesses that may not be appropriate in other retail commercial areas and generally include "auto repair facilities, contractors services, and other heavy maintenance activities (General Plan, page 2-6)." The manufacturing-only nature of the future intended cannabis manufacturing business is appropriate for the Service Commercial zoning district and surrounding land uses on Bobo Court.

3. The proposed limited overlay district and overlay plan is compatible with uses and regulations of the CS (Service Commercial) District. The proposed overlay will allow a cannabis manufacturing facility to operate on the site. The 'Food and Drug Processing' land use are substantially compatible with the existing service businesses on Bobo Court. The cannabis manufacturing business will be low impact and contained within an existing custom manufacturing building.

4. The proposed overlay district and overlay plan will help meet a community need, in that it will broaden the allowable uses for the area, thereby assisting property owners in filling vacant and underutilized spaces, and it will also provide additional business tax revenue and jobs for Pittsburg residents.

5. The proposed overlay district and overlay plan will be in conformity with the public convenience, general welfare, and good zoning practice, in that it will be consistent with the standard CS base zoning district land use regulations and the requirements of PMC Chapter 5.70 and Chapter 18.88, which regulate cannabis uses within the City, while also expanding the array of allowable uses for the area, which will assist property owners in filling vacant and underutilized spaces in the area. Future individual proposals for cannabis uses will be reviewed on an individual basis to ensure that they will operate in accordance with state law and are properly vetted, regulated, and will be monitored annually to have positive economic impacts in the communities in which they operate.

6. The proposed overlay district and overlay plan is needed because the base zone's land use classifications would not permit a 'Food and Drug Processing' use and the proposed cannabis manufacturing facility is compatible with the surrounding land uses, which including businesses not allowed in other commercial districts because they have industrial characteristics, require heavy vehicle or truck traffic, or have certain other adverse impacts. The proposed business is compliant with all cannabis

related regulations outlined in the PMC, inclusive of the minimum buffer of 600-feet to sensitive uses.

7. The proposed overlay district generally complies with the land use and development regulations of the base zoning district.

B. The staff report entitled, “Introduction and Waive First Reading of an Ordinance Establishing a Limited Overlay District and Overlay Plan for a 1.03-Acre Site Located at 1416 Bobo Court and Adoption of a City Council Resolution Approving Commercial Cannabis Permits and an Operating Agreement Between the City and E7 Pittsburg LLC (“Element 7”), AP-19-1435 and AP-19-1454,” February 1, 2021, is referenced hereto as additional support for the findings.

SECTION 2. Zoning Map Amendment.

The Zoning Map, as referenced in Pittsburg Municipal Code, Title 18 (Zoning Ordinance) section 18.04.020, is hereby amended to change the zoning for a parcel commonly known as 1416 Bobo Court (APN: 088-570-009), as shown in Exhibit A of this Ordinance, from CS District to CS-O (Service Commercial with limited overlay) District with an accompanying overlay plan as set forth in Exhibit A).

SECTION 3. CEQA.

The proposed overlay district and overlay plan are exempt from the requirements of the California Environmental Quality Act (CEQA) under the general rule of the state CEQA Guidelines, section 15061, in that the activity in question consists of a limited zoning amendment that would only allow one new type of use on the site, which is very similar in nature to other existing allowable uses within the base zoning district, and would not result in any physical impact on the environment that could be considered more significant than what is already allowed within the base zoning. Furthermore, the amendment is proposed for one property only of approximately one-acre in size, which includes a previously improved site, that further minimizes the potential for any environmental impacts as a result of the proposed zoning overlay district.

SECTION 4. Severability.

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

SECTION 5. Publication.

The 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 regular meeting of the City Council of the City of Pittsburg held on February 1, 2021, and was adopted and ordered published at a meeting of the City Council held on March 1, 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

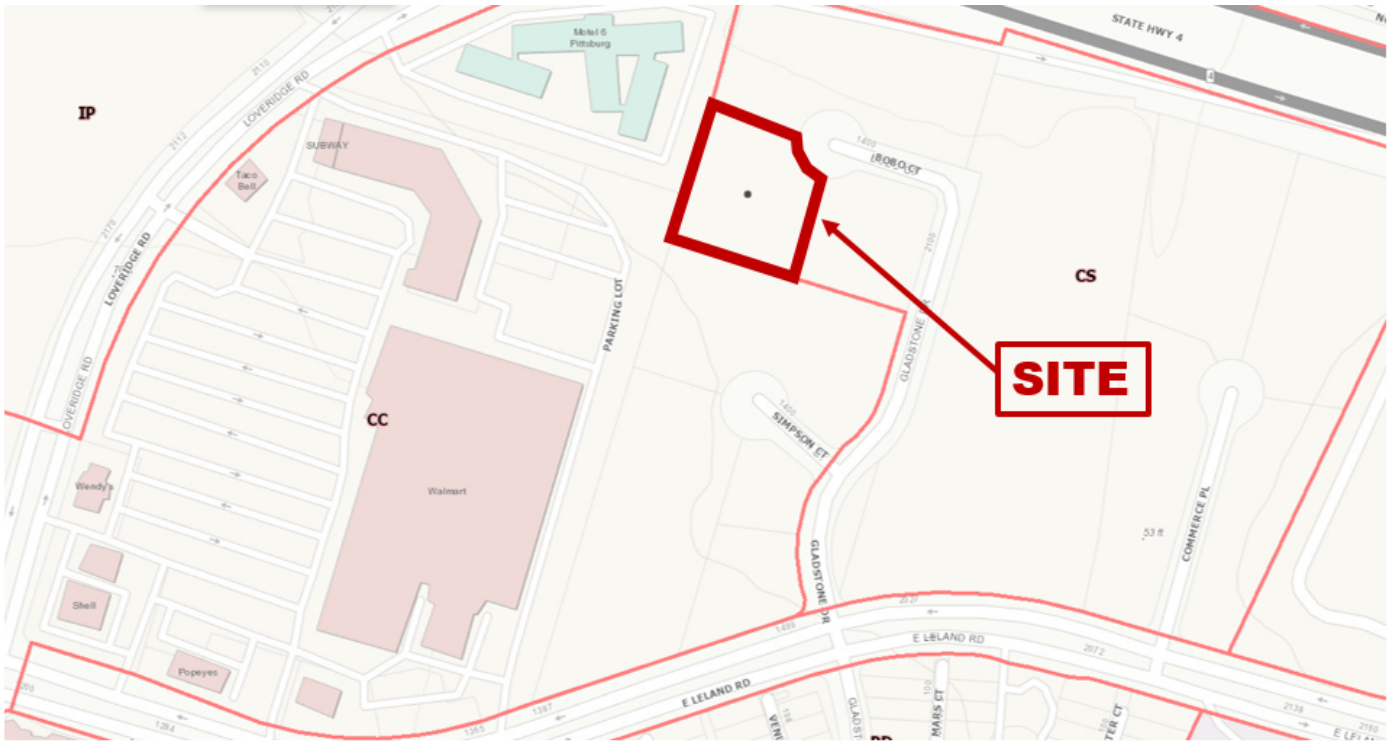
_____
Merl Craft, Mayor

ATTEST:

_____
Alice E. Evenson, City Clerk

Purpose and Applicability

The purpose of this Overlay Plan is to establish land use and development regulations for a 1.03-acre site located 1416 Bobo Court (APN: 088-570-009) as identified in the map below. The land use and development regulations herein are intended to be supplmental to those set forth by Pittsburg Municipal Code (PMC) Chapter 18.52 for the CS (Service Commercial) District.



Land Use and Development Regulations

The land use classifications allowed in the CS-O (Service Commercial with Limited Overlay) District shown above shall be the same as those allowed in the CS District (PMC Chapter 18.52), with the addition of 'Food and Drug Processing', as defined in PMC section 18.08.100.A, and subject to the following limitation: "Uses shall be limited to commercial medical and nonmedical cannabis businesses, as defined by PMC 18.88.010, and related activities within an enclosed building. Additionally, businesses are not required to obtain a use permit, but shall comply with the requirements prescribed by PMC Title 5, and Chapters 5.70 and 18.88 PMC. On-site tasting, sampling, or retailing of cannabis products to or by the public is prohibited."

Use and development of the property shall also comply with all other applicable regulations contained within PMC Title 5, Division II (Cannabis Dispensaries, Business and Deliveries) and Title 18, Division V (Cannabis Uses).

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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

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

MEETING DATE: March 1, 2021

EXECUTIVE SUMMARY

The City's Th!nkPittsburg public WiFi network provides free public wireless internet in Old Town Pittsburg, along the Pittsburg Promenade, and at the Pittsburg Marina. The 27-month Consulting Services Agreement and Lease Agreement will allow for the maintenance and expansion of the wireless network.

FISCAL IMPACT

The cost of this system is $72,800 over a 27-month contract term which will be funded equally by professional service operating budgets of the Waterfront Fund (540) and Pittsburg Power Company (590).

The City will receive $125 each month for the first 15 months of the lease with an increase of 5% for the last 12 months totaling $3,450 in lease revenue over the 27-month term.

RECOMMENDATION

Authorize the City Manager to execute a Lease Agreement for 351 Railroad Avenue, Suite 200 B and a Consulting Services Agreement for wireless services between the City of Pittsburg and Black Diamond Data Inc.

BACKGROUND

Black Diamond Data Inc is a local business based in Pittsburg. The City has leased office and storage space to Black Diamond Data Inc and employed them to provide the Th!nkPittsburg free public WiFi network in the downtown and waterfront areas for over five years. In 2020, Black Diamond Data Inc completed project crucial to strengthening and broadening the utility of the Th!nk Pittsburg network. WiFi was established up Railroad Avenue to 8th Street, and John Buckley Square received a capacity upgrade that allows for

1,800 simultaneous users. From 2017 to 2020, the area covered by the Th!nkPittsburg network infrastructure more than doubled.

The proposed Consultant Services Agreement calls for continued expansion, as-needed and preventative maintenance of the system, two additional WiFi channels for support of Pittsburg emergency Management Services or other City managed devices, and periodic reporting on usage of the network. For the purpose of maintaining the Th!nkPittsburg WiFi infrastructure and related equipment per this Agreement, Black Diamond Data Inc requires a lease of a 100 square foot portion of 351 Railroad Avenue, Suite 200 (known as Suite 200 B).

SUBCOMMITTEE FINDINGS

These items were not presented to a subcommittee.

STAFF ANALYSIS

Black Diamond Data Inc is a local business based in Pittsburg. The City has leased office and storage space to Black Diamond Data Inc and employed them to provide the Th!nkPittsburg free public WiFi network in the downtown and waterfront areas for over five years. In 2020, Black Diamond Data Inc completed project crucial to strengthening and broadening the utility of the Th!nk Pittsburg network. WiFi was established up Railroad Avenue to 8th Street, and John Buckley Square received a capacity upgrade that allows for 1,800 simultaneous users. From 2017 to 2020, the area covered by the Th!nkPittsburg network infrastructure more than doubled.

The proposed Consultant Services Agreement calls for continued expansion, as-needed and preventative maintenance of the system, two additional WiFi channels for support of Pittsburg emergency Management Services or other City managed devices, and periodic reporting on usage of the network. For the purpose of maintaining the Th!nkPittsburg WiFi infrastructure and related equipment per this Agreement, Black Diamond Data Inc requires a lease of a 100 square foot portion of 351 Railroad Avenue, Suite 200 (known as Suite 200 B).

ATTACHMENTS: Resolution – Lease Agreement
Resolution – Consulting Services Agreement
Lease Agreement
Consultant Agreement

Report Prepared By: Sara Bellafronte, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of a Lease)
Agreement Between the City of Pittsburg) RESOLUTION NO. 21-
And Black Diamond Data Inc)

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, the City of Pittsburg (City) is the owner of fee title to real property located at 351 Railroad Avenue, Suite 200 B in Pittsburg, CA known as Assessor Parcel Number 085-108-004 (the Property); and

WHEREAS, Black Diamond Data Inc has requested a lease of a 100 square foot portion of Suite 200 that is situated on the Property from the City for the purpose of maintaining the City's WiFi infrastructure and related equipment; and

WHEREAS, the City offers free WiFi services to Old Town Pittsburg, Marina Promenade and Marina; and

WHEREAS, the City of Pittsburg wishes to maintain and enhance the Th!nkPittsburg free public WiFi network.

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

SECTION 1. Findings

A. All the recitals above are true and correct and incorporated herein.

B. The City Council hereby approves the Lease Agreement between the City and Black Diamond Data Inc.

SECTION 2. Authorization

A. The City Manager is hereby authorized to execute the lease and to execute such other documents and take such further actions as may be necessary or appropriate to carry out the City's obligations pursuant to this Resolution.

B. The City Manager is hereby authorized to modify the Lease Agreement, provided that such modifications do not materially alter the business terms set forth in the lease.

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

SECTION 3. Adoption

A. 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 1st 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:

Authorizing Execution of a Consulting)
Services Agreement Between the City of) RESOLUTION NO. 21-
Pittsburg and Black Diamond Data Inc)

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, the City of Pittsburg has worked with Black Diamond Data Inc to offer free public WiFi at Old Town Pittsburg, the Marina Promenade, and the Marina through the Th!nkPittsburg network for over five years; and

WHEREAS, the Th!nkPittsburg network attracts hundreds of users weekly and contributes to closing the digital divide in Pittsburg; and

WHEREAS, public WiFi usage is expected to grow as economic development continues in the downtown area, the marina attracts additional tenants, and events and activities resume; and

WHEREAS, the City wishes to maintain and enhance the Th!nkPittsburg free public WiFi network.

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

SECTION 1. Findings

A. All the recitals above are true and correct and incorporated herein.

B. The City Council hereby approves the Consulting Services Agreement between the City and Black Diamond Data Inc.

SECTION 2. Authorization

A. The City Manager is hereby authorized to execute the lease and to execute such other documents and take such further actions as may be necessary or appropriate to carry out the City's obligations pursuant to this Resolution.

B. The City Manager is hereby authorized to modify the Consulting Services Agreement, provided that such modifications do not materially alter the business terms set forth in the lease.

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

SECTION 3. Adoption

A. 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 1st 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
BLACK DIAMOND DATA INC

This LEASE AGREEMENT (this "**Lease**" or this "**Agreement**"), dated as of March 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 Black Diamond Data Inc, a California 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 351 Railroad Avenue, Suite 200 B in Pittsburg, CA known as Assessor Parcel Number 085-108-004, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the **"Property"**).

B. Tenant has requested a lease of a 100 square foot portion of Suite 200 on the first floor ("Premises") that is situated on the Property from the City for the purpose of maintaining the City's WiFi infrastructure and related equipment (the "Business").

C. The City offers free WiFi services to Old Town Pittsburg, Marina Promenade and Marina berths.

D. The City desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from the City 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 Payment Penalty**" 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 March 1, 2021 (the "**Commencement Date**"). Unless terminated earlier or extended pursuant to the provisions hereof, this Agreement shall expire on June 30, 2023 (the "**Expiration Date**"). The expiration of the Term or the sooner termination of this Agreement is referred to herein as the "**Lease Termination**."

2.2 Rent. Commencing March 1, 2021, Tenant shall pay to Landlord as rent for the Premises, the sum of One Hundred Twenty Five Dollars ($125) per month (the **"Rent")** for the first year of the Term. Commencing on July 1, 2022 and on each July 1 thereafter

during the Term, or any extension of the Term under Section 2.1.1, the amount of Rent payable to City will increase by 5% of the previous year's 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 fourth 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 (i) Fifty Dollars ($50) as a late fee (the **"Late Payment Penalty"**) and (ii) five percent (5%) interest accrued daily on such Late Rent due to the City, which must be included with the payment of Rent.

2.3 Additional Rent. As additional rent (the "**Additional Rent**"), the Tenant shall pay and discharge when due, all insurance premiums; utility costs; 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 Security Deposit. Tenant shall pay the City a security deposit in the amount of $250 (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.

2.5. 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 sure 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 2.4.

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 operate and maintain the Business, and for no other purposes without the prior written consent of the City. The

Tenant shall not use or permit the Premises to be used in whole or in part during the Term for any purpose other than as permitted pursuant to this Agreement or by the City's written consent. Tenant shall continuously use the Premises for the uses specified in this Section.

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 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 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, 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 properties and free from hazards to the general public. The Tenant's failure to maintain the Premises in accordance with this Agreement shall, in 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 Property or any portion thereof to be in violation of any Hazardous Materials Laws.

(b) The Tenant shall not permit the Premises 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 a the Business 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, 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) If the presence of any Hazardous Material on the Premises results in any contamination of the Property and/or Premises in violation of Hazardous Materials Laws, except to the extent such contamination is caused by the City, the Tenant shall promptly take all actions at its sole expense as are necessary to remediate the Property and/or Premises as required by law; provided that the City's approval of such actions shall first be obtained, which approval may be withheld in the City's reasonable discretion. 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 their 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 Fifty Thousand Dollars ($50,000).

ARTICLE VIII
AGENCY'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 Premises without the City's prior written approval. 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 ATTORNMENT

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 effective until any curable default hereunder shall have been cured and there shall have been delivered to the City an assumption agreement, executed by the transferor and the proposed transferee, whereby such transferee expressly assumes such obligations as arise and/or

accrue at any time after such Transfer takes place; and whereby such transferee assumes liability for the obligations of this Agreement.

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 three (3) days. 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 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 nonresponsibility 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 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 ad 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: Black Diamond Data Inc

209 Havenwood Circle
Pittsburg, CA 94565
ATTN: AJ Fardella, Director

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 Short Form of Lease. A memorandum of lease shall be executed by the Parties and recorded in the Official Records of Contra Costa County upon the request of either Party.

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:
BLACK DIAMOND DATA INC

By: _____
Lisa Della Rocca, President

LANDLORD:
CITY OF PITTSBURG,
a municipal corporation

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:

Accessor's Parcel No. 085-108-004.

Suite 200 B – 100 square feet

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
BLACK DIAMOND DATA INC
(general services)

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and Black Diamond Data Inc, a California Corporation ("Consultant") (together referred to as the "Parties") as of March 1, 2021 (the "Effective Date").

Section 1. **SERVICES**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2023 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.

1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.

1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed Forty Two Thousand Eight Hundred Dollars $(42,800) for services and Thirty Thousand Dollars ($30,000) for equipment and reimbursable expenses, as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed

and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than quarterly during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- A Quarterly Report as detailed in Exhibit C;
- The Consultant's signature.

2.2 **Quarterly Payment.** City shall make quarterly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 Final Payment. Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

2.4 Reimbursable Expenses. Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be

excess of the Consultant's insurance and non-contributing.

d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim covering the Consultant's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

a. Certificate of Liability Insurance in the amounts specified in this Agreement; and

b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

4.4.2 Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than $100,000.

4.4.4 Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 Excess Insurance. If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain

to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section **5.1** shall survive any expiration or termination of this Agreement.

5.2 **PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

7.3 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors

have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.4 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

7.5 **Registration and Monitoring.** Consultant shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a). Additionally, Consultant is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7.6 **Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the services described in Exhibit A are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the services described in Exhibit A. In accordance with California Labor Code Section 1773.2, the City has obtained the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City's General Services Department and shall be made available on request. Contractor must

comply with all applicable laws and regulations that apply to wages earned in performance of the services described in Exhibit A. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by any worker, governmental agency or other third party with regard thereto.

The Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with Labor Code Section 1775, which establishes a penalty per day for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage.

In accordance with Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Such records shall be in kept, maintained and made available in accordance with the requirements of Labor Code Section 1776.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Amendments. The parties may amend this Agreement only by a writing signed by the parties hereto.

8.3 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.

8.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action

shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach**. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

10.7 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 **Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested,. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant : Black Diamond Data Inc
209 Havenwood Circle
Pittsburg, CA 94565
ATTN: AJ Fardella, Director

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: City Manager

10.9 Professional Seal. Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."

10.10 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistences between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control To the extent there are any inconsistences between the Exhibits and the Consultant's Proposal, the Exhibits shall control.

Exhibit A Scope of Services
Exhibit B Compensation Schedule
Exhibit C Quarterly Report

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.13 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG	**CONSULTANT**
_____	_____
Garrett Evans, City Manager	Lisa Della Rocca, President

Attest:

_____
Alice Evenson, City Clerk

Approved as to Form:

_____
Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

.
Consultant shall perform all actions necessary to provide wireless services to the designated areas in 1) Old Town Pittsburg, 2) Pittsburg Promenade, and 3) Pittsburg Marina. The scope of the assignment may include, but is not limited to:

1. Install and maintain wireless infrastructure for the network.

2. Conduct preventative maintenance on all wireless infrastructure.

3. Maintain system integrity and security, network performance and delivery, user management and access control configuration.

4. Provide 24-7 system support, maintenance, and management.

5. Provide primary SSID and two additional SSID channels for support of Pittsburg Emergency Management Services and other City managed devices.

6. Upon written approval, deploy additional infrastructure to increase coverage in designated areas.

7. Provide the City with written and verbal reports as frequently as requested.

8. Be the point of contact for all inquiries regarding the project and respond to all inquiries no later than 24 hours after receipt of same.

EXHIBIT B

COMPENSATION SCHEDULE

Area	Mar 21 – Jun 21	Jul 21 – Jun 22	Jul 22 – Jun 23	Total
Old Town	**X**	**X**	**X**	**X**
Promenade	**Y**	**Y**	**Y**	**Y**
Marina	**Z**	**Z**	**Z**	**Z**
Per Quarter	**$4,200**	**$4,500**	**$4,800**	
Total	**$5,600**	**$18,000**	**$19,200**	**$42,800**

Any reimbursable expenses, such as equipment purchases and replacement, may only be reimbursed after written authorization by the City Manager or designee. The maximum amount for reimbursable equipment expenses is $30,000.

EXHIBIT C

QUARTERLY REPORT

Aradial User Management System	Volume	% of Capacity
Number of users at start of month		
Number of new users per month		
Number of users at end of month		

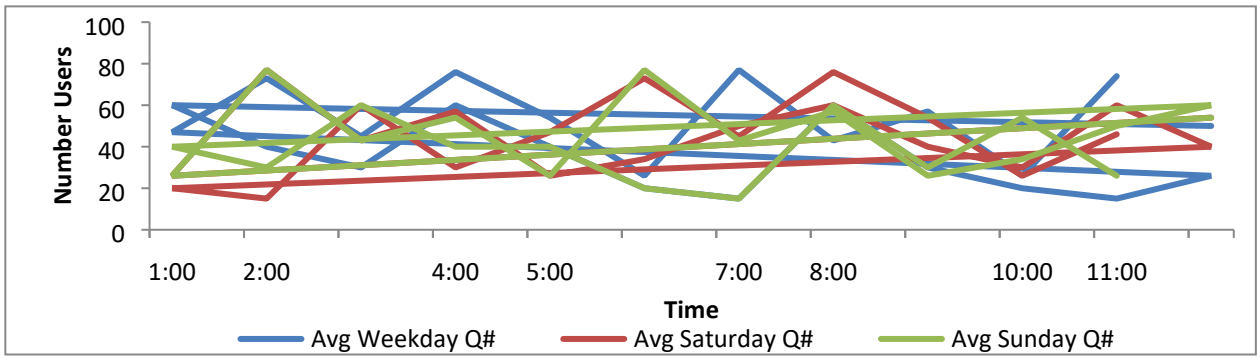
Meru Wireless Access Point	Volume	% of Capacity
Users at start of month		
New users per month		
Users at end of month		

Status of demarcation switch to fiber-optic connection	Switched		Not Switched	

Regular Annual Maintenance List	Completion Dates							
	1	2	3	4	5	6	7	8
Action 1								
Action 2								
Action 3								
…								

Regular Maintenance Issues	Date	Description
Antennae 1 didn't pass test	*12/18*	*When an antenna was tested it wasn't working. Probably due to bend in joint. Fixed it by unbending joint. It works now.*
…		

Extra Maintenance Items	Date	Description
Broken receiver box	*9/17*	*Rain caused receiver box to flood. Waiting on new receiver box.*



CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: _____

Title: _____

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