



CITY OF PITTSBURG AGENDA

March 05, 2018

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

**CLOSED SESSION
6:00 P.M.**

**REGULAR MEETINGS
7:00 P.M.**

**CITY COUNCIL
PITTSBURG POWER COMPANY
SUCCESSOR AGENCY**

PRESIDING

**Dwaine “Pete” Longmire, Mayor/Chair
Sal Evola, Vice-Mayor/Chair
Juan Antonio Banales, Council Member/Board Member
Jelani Killings, Council Member/Board Member
Marilyn “Merl” Craft, Council Member/Board Member**

**FOR HOUSING AUTHORITY:
Michelle Bond, 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.

NOTICE TO PUBLIC (Attached)

COUNCIL COMMITTEES LIST (Attached)

COMMISSIONS/COMMITTEES MEETING SCHEDULE (Attached)

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.
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6:00 P.M.

CONVENE IN CLOSED SESSION

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

Property: Center Drive (APNs 086-100-040 and 086-100-041); Negotiators: Joe Sbranti, Garrett Evans, Maria Aliotti; Negotiating Parties: Garaventa Enterprises; Under negotiation: Both price and terms of payment

Property: 101 School Street (APN 086-175-012), 1605 Railroad Avenue (086-175-014), and 1611 Railroad Avenue (086-175-013); Negotiators: Joe Sbranti; Negotiating Parties: Sam Lucido; Under negotiation: both price and terms of payment

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION FOR THE CITY OF PITTSBURG (Paragraph (1) of subdivision (d) of Section 54956.9):

Wade Derby v. City of Pittsburg, et al; United States District Court, Northern District of California, Case No. 3:16-cv-05469-SI

Michael Sibbitt, Jr. v. City of Pittsburg et al.; United States District Court Northern District of California Case No. 3:16-cv-04377-SK

Elisabeth Anne Terwilliger v. City of Pittsburg et al.; United States District Court Northern District of California Case No. 3:16-cv-04373-MEJ

Genon Energy, Inc. Chapter 11, US Bankruptcy Court for the Southern District of Texas, Houston Division, Case No. 17-33695(DRJ)

3. CONFERENCE WITH LEGAL COUNSEL – ANITICIPATED LITIGATION FOR THE CITY OF PITTSBURG; Significant exposure to litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

Two (2) cases

4. PUBLIC EMPLOYEE EMPLOYMENT (Section 54957):

City Attorney

7:00 P.M.

CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Contra Costa Senior Policy Platform 2020

Status of eBART Project

CITY MANAGER REPORTS/REMARKS

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

CITIZENS REMARKS

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

CITY COUNCIL MEETING

PUBLIC HEARING

5. Introduction and Waive First Reading of an Ordinance Amending Pittsburg Municipal Code Section 7.04.010 Relating to the Adoption of Contra Costa County Animal Control Regulations

The Contra Costa County Animal Services Department provides animal control services within the City of Pittsburg. Pittsburg Municipal Code Section 7.04.010 incorporates the Contra Costa County Animal Control Ordinance by reference to enable enforcement of animal control within the City. Contra Costa County has amended its Animal Control Ordinance to include two new sections: Spaying and Neutering Dogs Impounded Dogs Prior to Release and Microchipping Impounded Dogs and Cats Before Release.

6. Introduction and Waive First Reading of an Ordinance Approving a Development Agreement for Edgewater Apartments, AP-17-1228 (DA)

This is a public hearing on a request for approval of a Development Agreement for the Edgewater Apartments project, located along the east side of Carion Court,

across from Martin Luther King Jr. Junior High School (Assessor's Parcel Number: 073-190-033). For information purposes, this application also includes consideration of: 1) design review approval of plans to construct a 62-unit, two-story apartment complex on a vacant, 4.42-acre parcel; 2) a fence height exception to establish a six-foot tall fence within the required front yard; and 3) approval of an approximately five and one-half-foot-tall freestanding monument sign at the entrance of the project; however, a subsequent public hearing will be held for these items. On January 23, 2018, the Planning Commission considered the proposal in its entirety and approved Resolution No. 10085, recommending approval of the project as presented.

7. Introduction and Waive First Reading of an Ordinance Amending Title 5 of the Pittsburgh Municipal Code Related to the Cannabis Regulations

This is a public hearing on a request by Richard Fischler of BioZone Laboratories, Inc., to approve a text amendment to Pittsburgh Municipal Code (PMC) Title 5, Chapter 5.70, in order to allow for use of cannabis within medical and nonmedical product manufacturing.

8. Adoption of a City Council Resolution to Amend Water Rates

On February 5, 2018, January 16, 2018 and November 20, 2017, the following was presented: In 2013, the City Council adopted a multi-year water and sewer rate structure for the period through October 2017. Since that time the City's costs for raw water, energy and other related costs have risen. In addition, the City has prioritized approximately \$21 million in capital improvements to the Water Treatment Plant and system infrastructure needed to maintain or improve water quality and reliability of the supply to customers. In response to comments from the City Council and the public, staff revised its initial proposal and recommends an annual cost increase for residential and commercial water customers of 5.5 percent per year, a reduction in the tiers from 14 units to 10 units phased in over the next four years, with no increase in water rates for eligible senior citizens and disabled persons over the next four years.

CONSIDERATION

9. Adoption of a City Council Resolution Approving a Memorandum of Agreement with William Lyon Homes and Alves Ranch LLC for Commercial Property Development at Alves Ranch

The City entered into a Development Agreement with William Lyon Homes and Alves Ranch LLC for a 293 acre development in the southwest portion of Pittsburgh effective January 5, 2005 (the "Property"). The Development Agreement contemplated approximately 14 acres for office development. The Memorandum of Agreement recognizes that the Developer may seek a rezoning change to allow commercial retail, rather than office uses on the Property, including a nationally recognized grocery store chain.

CONFLICT OF INTEREST STATEMENT

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

CONSENT CALENDAR

COMBINED CITY COUNCIL, PITTSBURG POWER COMPANY AND SUCCESSOR AGENCY CONSENT CALENDAR

10. Minutes

Minutes of February 20, 2018

11. Adoption of a City Council Resolution Allocating Funds to Reimburse Seecon Financial & Construction Co., Inc. for Infrastructure Costs Incurred Related to Community Facilities District 2009 01, San Marco ("CFD 2009-01")

The City established CFD 2009-01 to help fund public improvements in the San Marco development that the developer, Seecon Financial & Construction Co., Inc. dba Discovery Builders ("Developer"), builds on behalf of the City. The Developer is seeking reimbursement for eligible expenses in the amount of \$3,824,499.27. The proposed resolution will authorize the use of available funds to reimburse the developer, currently available, \$2,232,995 from the CFD 2009-01 Fund to reimburse the Developer for public improvements in the amount of \$2,199,500 and the City for administrative expenses in the amount of \$33,495, leaving a balance due for reimbursement to the Developer in the amount of \$1,624,999.27 and \$23,872.49 for City administration when tax assessment funds become available.

12. Adoption of a City Council Resolution of Support for Reducing Crime and Keeping California Safe Act of 2018

The City has received a request from the California Police Chiefs Association urging support and adoption of a resolution supporting the "Reducing Crime and Keeping California Safe Act" of 2018.

13. Adoption of a City Council Resolution Accepting the General Plan Annual Progress Report for Calendar Year 2017

Under California Government Code Section 65400, the City is required to prepare a General Plan Annual Progress Report (APR) for submittal to the City Council, Governor's Office of Planning and Research (OPR), and State Housing and Community Development Department (HCD) by April 1st of each year. The purpose of the APR is to provide the City Council, OPR, and HCD with a progress report on the General Plan's implementation status. The APR is also meant to provide the City Council with an opportunity to identify any General Plan modifications that may be necessary to improve its implementation and effectiveness. The last APR for Calendar Year 2016, was reviewed by the City Council on March 20, 2017, and then submitted to OPR, HCD and CCTA on March 21, 2017. The APR for Calendar Year 2017 was presented to the Planning Commission at its February 13, 2018 meeting.

14. Adoption of a City Resolution to Support California Proposition 68 Relative to the California Clean Water and Safe Parks Act

The California League of Cities is seeking support by resolution for California Proposition 68 relative to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act 2018.

15. Adoption of a City Resolution to Authorize the City Manager to Execute Agreements with Independent Contractors For Recreation Programs and Classes

Request for adoption of a City Council resolution authorizing the City Manager to enter into agreements with independent contractors for recreation programs and classes.

COUNCIL MEMBER REPORTS/REMARKS

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

ADJOURNMENT to March 19, 2018

NOTICE TO PUBLIC

GENERAL INFORMATION

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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 taken by the City Council in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised in the public hearing, or in written correspondence delivered to the City Council prior to or at the public hearing. The City Council may be requested to reconsider a decision if the request is made prior to the next City Council meeting, regardless of whether it is a regular or special meeting.

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

In compliance with the Americans with Disabilities Act, the City of Pittsburg will provide special assistance for disabled 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 - 2018

Updated December 18, 2017

OUTSIDE AGENCY BOARDS

ABAG
SF Bay Regional Water Quality Board
Contra Costa County Fire Dist.
Delta Diablo**
East Co.Co.County Habitat Conservancy
East County Water Management
MCE Clean Energy Board
TRANSPLAN / ECCRFFA
Tri-Delta Transit (2 reps)***

COUNCIL MEMBER(S)

Merl Craft / Pete Longmire Alternate
Merl Craft / Pete Longmire Alternate
Pete Longmire / Jelani Killings Alternate
Pete Longmire / Juan Banales Alternate
Sal Evola / Juan Banales Alternate
Merl Craft / Pete Longmire Alternate
Juan Banales / Pete Longmire Alternate
Sal Evola / Juan Banales Alternate
Pete Longmire& Merl Craft / Jelani Killings Alt.

TYPE

Standing
Standing
Standing
Standing
Standing
Standing
Standing
Standing
Standing

MEETS

Annual
As needed
2nd Monday
2nd Wednesday
Monthly
Annual
4 Per Year
2nd Thursday
Last Wednesday

STAFF

J. Sbranti
J. Sbranti
J. Sbranti
F. McKinley
K. Pollot
F. McKinley
G. Evans
J. Hecht
J. Hecht

LIAISON TO

East Bay League of Calif. Cities
Mayor's Conference
School Districts Committee

COUNCIL MEMBER(S)

Sal Evola / Merl Craft Alternate
Pete Longmire / Sal Evola Alternate
Merl Craft &Jelani Killings / Juan Banales Alt.

TYPE

Standing
Standing
Standing

MEETS

3rd Thursday
1st Thursday
4th Thursday even
months

STAFF

*Rotational
J. Sbranti/G. Evans
J. Sbranti

SUBCOMMITTEES

CAC/CDBG
Concord Hills Working Group
Pittsburg Recognition Committee
Economic Develop/Waterfront Subcommittee
Finance Subcommittee
Land Use Subcommittee
Local Contracting & Preference Policy
Pittsburg Arts & Community Foundation
Pittsburg Police Activities League (PAL)
Power Company Advisory
Sister City Committee
Successor Agency Subcommittee

COUNCIL MEMBER(S)

Juan Banales & Jelani Killings / Pete Longmire Alt.
Sal Evola & Juan Banales / Merl Craft Alt.
Merl Craft / Pete Longmire Alt.
Pete Longmire &Juan Banales / Sal Evola Alt.
Sal Evola & Pete Longmire / Merl Craft Alt.
Sal Evola &Juan Banales / Merl Craft Alt.
Merl Craft & Sal Evola
Merl Craft& Jelani Killings / Pete Longmire Alt.
Juan Banales & Pete Longmire / Killings Alt.
Pete Longmire & Juan Banales / Merl Craft Alt.
Sal Evola&Merl Craft/ Pete Longmire Alt.
Merl Craft &Jelani Killings / Pete Longmire Alt.

TYPE

Standing
Ad Hoc
Ad Hoc
Standing
Standing
Ad Hoc
Ad Hoc
Standing
Standing
Ad Hoc
Standing

MEETS

As needed
As needed
As needed
Quarterly
As needed
As needed
As needed
As needed
Monthly
As needed
As needed
As needed

STAFF

M. Aliotti
J. Sbranti
J. Hecht
G. Evans
B. Farmer
K. Pollot
J. Sbranti
J. Sbranti
B. Addington
G. Evans
G. Evans
M. Aliotti

*Rotational Staff as assigned by City Manager

**Stipend of \$209 per month

***Stipend of \$100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

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

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

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

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

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

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

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



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

DATE: 2/14/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Introduction and Waive First Reading of an Ordinance Amending
Pittsburg Municipal Code Section 7.04.010 Relating to the Adoption of
Contra Costa County Animal Control Regulations

MEETING DATE: 3/5/2018

EXECUTIVE SUMMARY

The Contra Costa County Animal Services Department provides animal control services within the City of Pittsburg. Pittsburg Municipal Code Section 7.04.010 incorporates the Contra Costa County Animal Control Ordinance by reference to enable enforcement of animal control within the City. Contra Costa County has amended its Animal Control Ordinance to include two new sections: Spaying and Neutering Dogs Impounded Dogs Prior to Release and Microchipping Impounded Dogs and Cats Before Release.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

That the City Council conduct a Public Hearing and introduce and waive further reading of the attached Ordinance amending Pittsburg Municipal Code Section 7.04.010 and incorporating the Contra Costa County Animal Control Ordinance by reference.

BACKGROUND

The City of Pittsburg has adopted the Contra Costa County Animal Control Ordinance by reference. This is an update to that Ordinance.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

Government Code Section 50022.9 authorizes the City to adopt county ordinances by reference. Section 7.04.010 of the Pittsburg Municipal Code adopts the Contra Costa County Animal Control Ordinance by reference. This Ordinance incorporates the County's updated regulations into the Pittsburg Municipal Code.

The Contra Costa County Animal Control Ordinance is on file with the City Clerk and available for public inspection and is available at <http://www.co.contra-costa.ca.us/1432/Animal-Ordinance>.

ATTACHMENTS: Ordinance

Report Prepared By: Alice E. Evenson, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Amending Municipal Code)
Section 7.04.010 Relating to the)
Adoption of Contra Costa County)
Animal Control Regulations)

ORDINANCE NO. 18-

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

SECTION 1. Findings.

- A. Pittsburg Municipal Code Section 7.04.010 incorporates the Contra Costa County Animal Control Ordinance by reference to enable enforcement of animal control by the Contra Costa County Animal Services Department.
- B. Contra Costa County Ordinances 2011-08 and 2011-09 adopted new sections to be added to the Ordinance.
- C. The purpose of this ordinance is to amend Municipal Code Section 7.04.010 to incorporate the revised Contra Costa County Animal Control Ordinance into the City's Municipal Code.

SECTION 2. Amendment to Municipal Code Section 7.04.010.

Section 7.04.010 of Chapter 7.04 "County Control Ordinance" of Title 7 "Animals" of the Pittsburg Municipal Code is amended to read as follows:

7.04.010 Adoption by Reference

The Board of Supervisors of the County of Contra Costa, an agency of the State of California within the meaning of Government Code Section 50022.1, has adopted County Ordinances No. 80-97, 83-10, 85-23, 87-74, 2005-24, 2006-05, 2011-08 and 2011-09 regarding animal control. These ordinances are codified as Chapters 416-2 to 416-12.4 of Division 416 of the County Ordinance Code, which is a code within the meaning of Government Code Section 50022.2. Certified copies of Division 416 are and have been on file with the City Clerk where they are open to public inspection as required by Government Code Section 50022.3. This Animal Control Code, Division 416, is referred to and adopted by this reference as a part of the Pittsburg Municipal Code under Government Code Section 50022.2.

SECTION 3. Effective Date.

This ordinance shall take effect thirty (30) days after its adoption.

SECTION 4. Publication.

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on March 5, 2018, and was adopted and ordered published at a meeting of the City Council held on _____, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

DATE: 2/21/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Introduction and Waive First Reading of an Ordinance Approving a Development Agreement for Edgewater Apartments, AP-17-1228 (DA)

MEETING DATE: 3/5/2018

EXECUTIVE SUMMARY

This is a public hearing on a request for approval of a Development Agreement for the Edgewater Apartments project, located along the east side of Carion Court, across from Martin Luther King Jr. Junior High School (Assessor's Parcel Number: 073-190-033). For information purposes, this application also includes consideration of: 1) design review approval of plans to construct a 62-unit, two-story apartment complex on a vacant, 4.42-acre parcel; 2) a fence height exception to establish a six-foot tall fence within the required front yard; and 3) approval of an approximately five and one-half-foot-tall freestanding monument sign at the entrance of the project; however, a subsequent public hearing will be held for these items. On January 23, 2018, the Planning Commission considered the proposal in its entirety and approved Resolution No. 10085, recommending approval of the project as presented.

FISCAL IMPACT

One-time revenues related to construction permits and other development fees and exactions (as outlined in the proposed development agreement) are anticipated with this project. The applicant would also be required to deposit a minimum of \$2,500 on an annual basis for the term of the agreement to reimburse the City for staff time expended in the annual review of the development agreement terms.

RECOMMENDATION

City Council introduce, waive further reading, and pass to second reading, the attached ordinance approving the proposed development agreement for the Edgewater Apartments project.

BACKGROUND

On December 15, 2011, Discovery Builders, Inc., filed Application No. 11-810, requesting approval of a General Plan Amendment and rezoning of the 4.42-acre subject parcel from CS-O (Service Commercial with a Limited Overlay, Ord. 07-1284) District to RM District. At that time, the application included a plan to subdivide the subject site into 33 single family lots.

On September 16, 2013, the City Council adopted Resolution No. 13-12039, adopting a mitigated negative declaration (MND) and mitigation monitoring program, and amending the General Plan Land Use designation of the 4.4-acre project site from Business Commercial to Medium Density Residential. Following that meeting, on October 21, 2013, the City Council adopted Ordinance No. 13-1378, re-zoning the subject site from CS-O to RM District. Due to changes in market demand following approval of the rezone, the applicant chose not to proceed with subdivision of the site.

On February 17, 2017, Kris Kamerzell of Discovery Builders, Inc., filed Application No. 17-1228, requesting approval of: 1) a development agreement; 2) design review for plans to construct a 62-unit, two-story apartment complex on a vacant, 4.42-acre parcel; 3) a fence height exception to establish a six-foot tall fence within the required front yard; and 4) an approximately five and one-half-foot-tall freestanding monument sign at the entrance of the project.

On January 23, 2018, the Planning Commission held a duly noticed public hearing and adopted Resolution 10085, recommending City Council approval of the proposed project as presented, subject to conditions.

Development Agreement: This application includes a development agreement between the City of Pittsburg and Sunnyside Pittsburg, LLC, for the Edgewater Apartments. The proposed development agreement is included as Attachment 2 (Exhibit A to the proposed ordinance) of this report and generally requires the developer to: 1) pay to the City \$9,000 per year, for up to five years, to develop a bike share station near the project; 2) complete the sidewalk along the west side of Loveridge Road, from the corner of California Avenue to the Praxair driveway; 3) develop off-site amenities, including a pedestrian trail at least 1/4 - mile in length, within the stormwater basin area at the northern end of Carion Court; 4) pay fees to finance unmet local and regional traffic improvement needs; 5) construct or participate in the funding of offsite stormwater facilities; 6) install a camera surveillance system in the area; and 7) annex the project site into the City's Community Facilities Districts (CFDs) for park maintenance, fire service, maintenance of stormwater facilities and police and other emergency services.

For a detailed description of the proposed project in its entirety, see the attached planning commission staff report, dated January 23, 2018 (Attachment 4 to this report).

GENERAL PLAN/CODE COMPLIANCE:

General Plan: The property has a General Plan land use designation of Medium Density Residential, which is intended to provide sites for residential development at densities ranging from 7 to 14 units per gross acre. The proposed multifamily residential project proposes a density of approximately 14 dwelling units per acre and is therefore consistent with the uses and density envisioned by the General Plan for the Medium Density Residential land use designation. A full analysis of the project's consistency with all applicable general plan goals and policies can be found in Attachment 7 to this report.

Zoning: The property is located within the RM (Medium Density Residential) District. The proposed multifamily residential project is a permitted use within the RM District, subject to design review approval by the Planning Commission. As shown in Attachment 8, the proposed use would meet or exceed the development regulations for properties located within the RM District.

Development Agreement: Pursuant to PMC 18.44.020, the City Council adopted Resolution No. 96-8371, setting forth procedures and requirements for considering, adopting and reviewing development agreements. In accordance with Resolution No. 96-8371, the City Council may adopt an ordinance approving a development agreement if it finds that the development agreement is consistent with the General Plan and will promote the public health, safety, and general welfare.

Environmental: This project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 32, "In-Fill Development Projects," of the state CEQA Guidelines, section 15332.

In order to ensure significant negative effects related to traffic, noise, air quality, water quality, and utility and public services do not occur as a result of the proposed project, the applicant has proposed the following project components, which have been included as recommended conditions of approval: 1) installation of a high visibility crosswalk and overhead pedestrian crossing sign with flashing beacons, extending from the project entrance to the school located across Carion Court; 2) heating and air conditioning for all units so windows may be kept closed at the discretion of occupants, and all recommendations from the acoustical study prepared for the project be incorporated into building and site design; 3) compliance with Bay Area Air Quality Management District (BAAQMD) basic construction mitigation measures; and 4) reimbursement of the City's for costs of completing a model/study to determine potential increases in wastewater flows, and increase pipe sizes as needed. Additionally, the proposed development agreement includes a requirement for the developer to annex into community facilities districts to fund public safety, fire, and stormwater services.

Public Notice: On or prior to Friday, February 23, 2018, in accordance with Government Code section 65091, and PMC sections 18.14.020 C and F, a "Notice of Public Hearing," for the March 5, 2018, public hearing on this item (Attachment 11) was posted at City Hall; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

Staff believes the City Council can make the required findings to approve the proposed development agreement as presented. The proposed development agreement (Attachment 2) is consistent with General Plan, specifically: policy 3-P-1, in that it requires the developer construct C.3 facilities within an off-site location to ensure adequate provision of public stormwater facilities and infrastructure; policies 3-P-16, 3-P-17, 4-P-83, 7-P-39, and 7-P-42,

in that it requires the developer complete the sidewalk along the west side of Loveridge Road from California Avenue to the driveway of Praxair to allow additional pedestrian movement and the establishment of a bus stop; and policies 8-P-1, 8-P-2, and 8-P-11, in that it requires payment of fees to help the City meet its park and recreation facility standards.

The proposed development agreement would also require the developer to: a) pay fees to finance unmet local and regional traffic improvement needs; b) construct or participate in the funding of offsite stormwater facilities; c) install a camera surveillance system in the area; d) annex the project site into the City's Community Facilities Districts (CFDs) for park maintenance, fire service, maintenance of stormwater facilities and police and other emergency services. Additionally, the proposed development agreement would require payment of fees to help the City meet its park and recreation facility standards.

ATTACHMENTS: 1. Proposed Ordinance
2. Proposed Ordinance Exhibit A - Development Agreement
3. Adopted Planning Commission Resolution No. 10085
4. Planning Commission Staff Report (including subsequent memorandum), dated January 23, 2018
5. Project Plans, date stamped August 25, 2017
6. Project Location Map and Existing Conditions Photos
7. Applicable General Plan Goals and Policies
8. Property Development Regulations
9. Development Review Design Guidelines
10. Noise and Vibration Assessment
11. Public Hearing Notice and Vicinity Map

Report Prepared By: Jordan Davis, AICP, Senior Planner

Attachment 1

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Approving a Development Agreement for the, "Edgewater Apartments, AP-17-1228 (DA)."	)))	ORDINANCE NO. 18-_____
---	-------------	------------------------

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

SECTION 1. Recitals.

- A. On February 17, 2017, Kris Kamerzell of Discovery Builders, Inc., filed Development Agreement, Design Review, Fence Height Exception, and Sign Review Application No. 17-1228, requesting approval of a: 1) development agreement; 2) plans to construct a 62-unit, two-story apartment complex on a vacant, 4.42-acre parcel; 3) a fence height exception to establish a six-foot tall fence within the required front yard; and 4) an approximately five and one-half-foot-tall freestanding monument sign at the project entrance. The project site is located along the east side of Carion Court, across from Martin Luther King Jr. Junior High School, within the RM (Medium Density Residential) District. Assessor's Parcel Number: 073-190-033.

- B. On September 16, 2013, the City Council adopted Resolution No. 13-12039, adopting a mitigated negative declaration (MND) and mitigation monitoring program, and amending the General Plan Land Use designation of the 4.4-acre project site from *Business Commercial* to *Medium Density Residential*.

- C. On October 21, 2013, the City Council adopted Ordinance No. 13-1378, re-zoning the subject site from CS-O (Service Commercial with an Overlay) to RM District.

- D. The proposed project is governed by the applicable goals and policies of the Pittsburgh General Plan, the Pittsburgh Municipal Code (PMC), and the City's Design Review and Development Guidelines adopted by Planning Commission through Resolution No. 9864.

- E. Pursuant to PMC section 18.44.020, the City Council adopted Resolution No. 96-8371, establishing procedures and requirements for considering, adopting and reviewing development agreements. In accordance with Resolution No. 96-8371, the City Council may adopt an ordinance approving a development agreement if it finds that the development agreement is consistent with the General Plan and will promote the public health, safety, and general welfare.

- F. On January 23, 2018, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 10085, making findings consistent with Article V, Section A, of City Council Resolution No. 96-8371, and recommending City Council approval of the project in its entirety, including: 1) a development agreement; 2) design review of plans to construct a 62-unit, two-story apartment complex on a vacant, 4.42-acre parcel; 3) a fence height exception to establish a six-foot tall fence within the required front yard; and 4) an approximately five and

one-half-foot-tall freestanding monument sign at the entrance of the project, subject to conditions.

- G. This project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 32, "In-Fill Development Projects" of the state CEQA Guidelines, section 15332.
- H. On or prior to Friday, February 23, 2018, in accordance with Government Code section 65091, and PMC section 18.14.020 C and F, a "Notice of Public Hearing," for the March 5, 2018, public hearing on this item was posted at City Hall; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice.
- I. On March 5, 2018, the City Council held a public hearing on Development Agreement Application No. 17-1228, at which time additional oral and/or written testimony was considered.

SECTION 2. Findings.

- A. Based on the City Council Staff Report entitled, "Introduction and Waive First Reading of an Ordinance Approving a Development Agreement for Edgewater Apartments, AP-17-1228 (DA)," dated March 5, 2018, 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. Consistent with Article V, Section B, Subsection 1, of City Council Resolution No. 96-8371, the City Council further finds that:
 - a. The proposed development agreement is consistent with General Plan, specifically: policy 3-P-1, in that it requires the developer construct C.3 facilities within an off-site location to ensure adequate provision of public stormwater facilities and infrastructure; policies 3-P-16, 3-P-17, 4-P-83, 7-P-39, and 7-P-42, in that it requires the developer complete the sidewalk along the west side of Loveridge Road from California Avenue to the driveway of Praxair to allow additional pedestrian movement and the establishment of a bus stop; and policies 8-P-1, 8-P-2, and 8-P-11, in that it requires payment of fees to help the City meet its park and recreation facility standards.
 - b. The proposed development agreement will promote the public health, safety, and general welfare in that it requires the developer to: a)

construct a minimum ¼-mile pedestrian trail within the stormwater basin at the northern end of Carion Court; b) pay to the City \$9,000 per year, for up to five years, to develop a bike share station near the project site; c) pay fees to finance unmet local and regional traffic improvement needs; d) construct or participate in the funding of offsite stormwater facilities; e) fund the installation of a camera surveillance system in the area; f) annex the project site into the City's Lighting and Landscaping District; g) annex the project site into the City's Community Facilities District (CFD) 2007-1 for park maintenance; h) annex the project site into the City's CFD 2016-1 for maintenance of stormwater facilities; and i) annex the project site into the City's CFD 2004-1 for police and other emergency services.

- B. The City Council Staff Report entitled, "Introduction and Waive First Reading of an Ordinance Approving a Development Agreement for Edgewater Apartments, AP-17-1228 (DA)," dated March 5, 2018, is referenced hereto as additional support for findings.

SECTION 3. Decision.

Based on the findings and the authority set forth above, the City Council hereby approves the Development Agreement, identified as Exhibit "A" to this ordinance and incorporated herein by reference.

SECTION 4. Publication.

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on March 5, 2018, and was adopted and ordered published at a meeting of the City Council held on _____, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sunnyside Pittsburg, LLC
4061 Port Chicago Hwy., Ste. H
Concord, CA 94520
Attention: Legal Dept.

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attention: City Clerk

(Space Above This Line Reserved for Recorder's Use)

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF PITTSBURG, CALIFORNIA
AND
SUNNYSIDE PITTSBURG, LLC
(Edgewater Apartments)**

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of the Effective Date between SUNNYSIDE PITTSBURG, LLC, a California limited liability company (“**Developer**”), and the CITY OF PITTSBURG, a California municipal corporation (“**City**”), pursuant to California Government Code § 65864 *et seq.* The Effective Date is _____, 2018.

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted California Government Code § 65864 *et seq.*, which authorizes City to enter into an agreement with any person having a legal or equitable interest in real property regarding the development of such property.

B. Pursuant to California Government Code § 65865, City has adopted procedures and requirements for the consideration of development agreements (Resolution No. 89-7466). This Development Agreement has been processed, considered and executed in accordance with such procedures and requirements.

C. Developer has a legal interest in certain real property consisting of approximately 4.42 acres, as more particularly described in the **Exhibit A** attached hereto (the “**Property**” or “**Project**”), and as diagrammed in the attached **Exhibit A-1** (the “**Project Site**”).

D. On September 16, 2013, the City Council adopted Resolution No. 12039 changing the General Plan land use designation for the Property from Business Commercial to Medium Density Residential. On October 21, 2013, the City Council adopted Ordinance No. 13-1378, amending the zoning for the Property from Service Commercial with an Overlay District (CS-O) to Medium Density Residential (RM) District.

E. On February 17, 2017, Developer filed applications with the City requesting to obtain design review approval for a sixty-two-unit apartment complex on the Project Site, as well as related amenities, a fence height exception to establish a six-foot tall fence within the required front yard and sign review approval to establish an approximately five and one-half-foot-tall freestanding monument sign at the entrance of the project. On January 23, 2018, the Planning Commission, at a duly noticed public hearing, adopted Resolution No. 10085 recommending approval of design review, fence height exception, and sign review, and a Development Agreement for the Project.

The design review approval and development agreement policies described in these Recitals, together with this Agreement, are collectively referred to herein as the “**Project Approvals**.”

F. City has determined that the Project presents certain public benefits and opportunities which are advanced by City and Developer entering into this Agreement. This Agreement will, among other things, require conditions of approval and other exactions resulting in:

1. The inclusion of the Project Site into the City's existing Community Facilities District 2007-1, at no cost to the City, to provide funding for certain park maintenance costs, as set forth in Section 5.06 of this Agreement. Developer understands that the Project Site is included within the City's existing Citywide Landscaping and Lighting Assessment District No. 99-01 that provides funding for certain landscaping and lighting costs.

2. The inclusion of the Project Site into the City's existing public safety services Community Facilities District 2005-1, at no cost to the City, to provide for police and other emergency services for the Project Site, as set forth in Section 5.08 of this Agreement.

3. The inclusion of the Project Site into the City's existing fire safety and emergency services Community Facilities District 2017-1, at no cost to the City, to fund fire and emergency services for the Project as set forth in Section 5.09 of this Agreement.

4. The inclusion of the Project Site into the City's existing Community Facilities District 2016-1, at no cost to the City, to provide funding for the continuous maintenance of certain on-site project and off-site stormwater treatment facilities as set forth in Section 5.07 of this Agreement.

5. Payment of an In-Lieu Parkland Dedication Fee to fund the development of public park facilities, as set forth in Section 5.10 of this Agreement.

G. In exchange for the benefits to City described in the preceding Recital F and others set forth herein, Developer will receive by this Agreement assurances that it may proceed with the long-term phased development of the Project in accordance with the "Applicable Law" (defined herein), and therefore desires to enter into this Agreement.

H. The City Council, after conducting a duly noticed public hearing, has found that this Agreement is consistent with the General Plan and has conducted all necessary proceedings in accordance with the City's rules and regulations for the approval of this Agreement.

I. The City Council, on _____, 2018, at a duly noticed public hearing, adopted Ordinance No. 18-_____, approving and authorizing the execution of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and obligations set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

“Administrative Agreement Amendment” shall have that meaning set forth in Section 7.02(a) of this Agreement.

“Administrative Project Amendment” shall have that meaning set forth in Section 7.01(a) of this Agreement.

“Agreement” shall mean this Development Agreement.

“Applicable Fees” shall have that meaning set forth in Section 3.04 of this Agreement.

“Applicable Law” shall have that meaning set forth in Section 6.03 of this Agreement.

“Buildout” shall mean the City’s issuance to Developer of the last certificate of occupancy required for any portion of the Project Site.

“CEQA” shall mean the California Environmental Quality Act.

“Changes in the Law” shall have that meaning set forth in Section 6.07 of this Agreement.

“City” shall mean the City of Pittsburg, a California municipal corporation.

“Complaining Party” shall have that meaning set forth in Section 10.01 of this Agreement.

“Day” or **“days”** shall mean calendar day or calendar days.

“Default Notice” shall have that meaning set forth in Section 10.01 of this Agreement.

“Defaulting Party” shall have that meaning set forth in Section 10.01 of this Agreement.

“Deficiencies” shall have that meaning set forth in Section 9.02(a) of this Agreement.

“Developer” shall mean Sunnyside Pittsburg, LLC, a California limited liability company.

“Effective Date” shall have that meaning set forth in Section 2.01 of this Agreement.

“Fair Share” shall mean the proportionate share which the Developer, or other party, shall bear of the improvement, facility, or structure which is providing service to the Project, Developer or other party. The term “fair share” or similar terms used herein are not intended

by the parties to this Agreement to impose a different or higher burden of proof on the City as to its fees, charges, or other exactions, than exists under applicable State or federal law.

“Funding Mechanisms” shall have that meaning set forth in Section 3.08 of this Agreement.

“General Plan” shall have that meaning set forth in Recital H of this Agreement.

“Judgment” shall have that meaning set forth in Section 9.02(a) of this Agreement.

“LLD” shall have that meaning set forth in Section 5.05 of this Agreement.

“Non-Assuming Transferee” shall have that meaning set forth in Section 8.03 of this Agreement.

“Notice of Compliance” shall have that meaning set forth in Section 8.04 of this Agreement.

“Periodic Review” shall have that meaning set forth in Section 10.03 of this Agreement.

“Police Services District” shall have that meaning set forth in Section 5.06 of this Agreement.

“Project” shall have that meaning set forth in Recital C of this Agreement.

“Project Approvals” shall have that meaning set forth in Recitals A through E of this Agreement.

“Project Site” shall have that meaning set forth in Recital C of this Agreement.

“Public Improvements” shall have that meaning set forth in Article XI of this Agreement.

“Subsequent Approvals” shall mean those certain other land use approvals, entitlements, and permits other than the Project Approvals that are necessary or desirable for the Project. The Subsequent Approvals may include, without limitation, the following: amendments of the Project Approvals, design review approvals, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, subdivision maps, PD Plans, rezonings, development agreements, permits, resubdivisions, and any amendments to, or repealing of, any of the foregoing.

“Term” shall have that meaning set forth in Section 2.02 of this Agreement.

“Transfer Agreement” shall have that meaning set forth in Section 8.02(a) of this Agreement.

If any capitalized terms contained in this Agreement are not defined above, then any such terms shall have the meaning otherwise ascribed to them in this Agreement.

ARTICLE II EFFECTIVE DATE; TERM

Section 2.01 **Effective Date.** This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective (the “**Effective Date**”).

Section 2.02 **Term.** The term of this Agreement shall commence upon the Effective Date and continue for a period of ten (10) years (the “**Term**”). However, at such time as Developer has complied with all conditions in this Agreement, and upon the City Manager’s written authorization, this Agreement shall terminate and be of no further effect between the parties. The termination shall not alter any of the Project Approvals and related matters as to the Project.

ARTICLE III OBLIGATIONS OF DEVELOPER

Section 3.01 **Obligations of Developer Generally.** The parties acknowledge and agree that the City’s agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer’s agreement to perform and abide by its long-term covenants and obligations, as set forth herein. As material consideration for the long-term assurances and vested rights provided by this Agreement and as a condition of approval to one or more of the Project Approvals, Developer agrees to each of the following:

Section 3.02 **Facility Reserve Charges.** Developer agrees to pay City’s Facility Reserve Charges (“**FRC**”) as set or modified by the City Council from time to time.

Section 3.03 **Water Infrastructure.** Developer shall comply with the 2015 Water System Master Plan, as amended.

Section 3.04 **Applicable Fees.** City may levy development fees and charges during the term of this Agreement relative to the development of the Project Site which are in force and effect as of the Effective Date, or which are in effect at the time payment of those fees are due as more particularly described and according to the payment schedule set forth on **Exhibit B** (“**Applicable Fees**”). Unless otherwise provided in this Agreement, no development fees, or charges, or categories thereof, shall be imposed on the Project other than those fees (including categories within such fees), and charges identified as Applicable Fees on **Exhibit B**, which exhibit shall exclusively govern the Applicable Fee payment schedule. The parties agree that any and all Project development fees, charges or exactions related to schools, fire prevention, water, sewer, stormwater, and storm drainage facilities, which are to be paid by Developer directly to third-party governmental agencies, are not subject to or within the scope of this Agreement whether such third-party charges exist or are subsequently imposed by such third parties, whether directly upon Developer or through City. This provision shall not be construed to benefit any Non-Assuming Transferees, as such term is defined in herein.

Section 3.05 **Applicable Fee Adjustments.** Developer shall pay fees and charges consistent with **Section 3.04** above, and the applicable adjustments currently provided in such fees, and as modified from time to time by the City, whether such adjustment or modification is an increase or decrease. Developer retains the right to

challenge the imposition of any new fees not referenced in this Agreement or the modification, amendment or adjustment of all Applicable Fees pursuant to Government Code § 66000 *et seq.*, not already authorized by ordinances, resolutions or policies in place at the time of this Agreement's execution. Should the City Council approve a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.

Section 3.06 **City Local Traffic Mitigation Fee.** Developer shall pay the City Local Traffic Mitigation Fee, which fee is necessary to finance unmet City traffic improvement needs in the amount in effect as of the Effective Date and subject to adjustment in accordance with Resolution No. 07-10917 with credit for certain improvements constructed by Developer per Section 4.04 below. If the City Council approves a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.

Section 3.07 **Regional Traffic Fee.** Developer shall the ECCRFA Regional Transportation Development Impact Mitigation Fee (PMC Chapter 15.103) (the "RTDIM") amount in effect when the Developer obtains a Building Permit. The RTDIM will be automatically increased or decreased on January 1 of each year based on the percent change in the Engineering News Record Construction Costs Index-San Francisco Bay Area between September 1 and September 1 of the preceding two calendar years. Developer shall pay the fees prior to issuance of a Building Permit. If no Building Permit is required, then Developer shall pay the fees at a time consistent with PMC Section 15.103 in the amount in effect when the Project commences pursuant to PMC Section 15.103.

Section 3.08 **Fees, Assessments and/or Taxes to be Paid by Developer.** Developer agrees to pay its fair share of any levies imposed by any assessment district, landscaping and lighting district, community facilities district, tax-exempt financing mechanisms, or other funding mechanisms related to public safety; traffic; sewer; water; fire; or other infrastructure improvements (including, without limitation, design, acquisition, construction and maintenance costs) (collectively, "**Funding Mechanisms**") within the Project Site, provided that such Funding Mechanism is referenced herein and/or was legally created pursuant to applicable law.

Section 3.09 **C.3 Facilities.** Developer requests to fulfill their C.3 obligations by constructing a C.3 (bioretention) facility offsite on land owned by the City. Developer shall execute a memorandum of understanding with the City that outlines the conditions for use, construction, and continuous maintenance. This memorandum of understanding shall be executed prior to the issuance of any grading permits for the Project.

Section 3.10 **Landscaping Located Within the C.3 Facilities.** Developer shall provide a Central Irrigation System that is compatible with Rainmaster DX 2 Evolution, or as specified in the City's most current Standard Specifications, with a remote controller included

with the package. The installation of this system shall be certified by a John Deere Landscapes United Greentech representative prior to the City's acceptance of the installation.

Section 3.11 **Security Improvements.** Developer shall pay to the City the actual cost incurred by City (not to exceed Forty Thousand Dollars (\$40,000)) towards funding the acquisition and installation of security camera(s) at the Project Site as well as within the proposed C.3 facility identified in Section 3.09. The security cameras will be installed under the supervision of the City's Police Chief. Developer shall pay such costs within thirty (30) days of receipt of invoice.

Section 3.12 **Bike Share Station.** Developer shall pay to the City \$9,000 per year, for five years, beginning with the effective date of this Agreement. The City shall use these funds to develop a bike share station which, at the City's discretion, may be located on the same parcel as the C.3 facilities serving the Project. In the event the City does not maintain a bike share program, the developer shall not be required to provide these funds.

Section 3.13 **Sidewalk Relating to Bus Stop.** Developer shall install at its own cost: 1) an eight-foot-wide sidewalk along the west side of Loveridge Road, from the corner of California Avenue to the western edge of the driveway of Assessor's Parcel Number: 073-190-035; 2) a curb ramp at the eastern side of said driveway; and 3) two full trash capture devices for the two inlets at the northwest corner of Loveridge Road and California Avenue. The final design of all improvements required under this section shall be subject to written approval by the City Engineer and shall be designed and constructed to City Standards. The installation shall be completed prior to issuance of the final certificate of occupancy.

Section 3.14 **Offsite Recreational Amenities.** As part of the development of the proposed C.3 facility referenced in Section 3.09, Developer shall install at its own cost, at a minimum, the following improvements to Assessor's Parcel Number 073-190-012: 1) a six-foot wide multiuse trail, at least one-quarter mile in length; 2) two benches along the trail; 3) solar-powered trail lighting; 4) a six-foot wide sidewalk, and all necessary curb ramps, crosswalks, or other required safety and accessibility improvements, along the existing curb of Assessor's Parcel Number: 073-190-012, from the northern boundary of Assessor's Parcel Number: 073-190-033 to a point adjacent to the existing gate located northeast of Martin Luther King Jr. Junior High School. The final design of all improvements required under this section shall be subject to prior written approval by the City Engineer and shall be designed and constructed to City Standards.

Section 3.15 **Disclosure of Surrounding Industrial Uses.** Developer recognizes that the Project is located in an area of the City where industrial development currently exists and is expected to further grow. Such existing and anticipated development currently creates impacts such as noise, dust, and other environmental factors, which were adequately evaluated and addressed as part of the environmental review of this Project. Nonetheless, Developer agrees to include in each lease for each unit of Edgewater, as well as in any transfer of title to the Project or unit thereof, a statement advising the tenant or transferee of these issues with wording to be mutually agreed upon in writing by Developer and the City Manager.

Section 3.16 **Crime Free Multifamily Housing Program.** Developer shall participate in the Crime Free Multi-Housing Program offered by the Pittsburgh Police Department. The Program consists of three main elements:

- (a) Developer, directly or through its property manager, and such other individuals as Developer may designate, must attend the entire Program training provided by the Pittsburgh Police Department or its designee.
- (b) Developer shall allow one or more representatives from the Pittsburgh Police Department to inspect the common areas of the Property to evaluate whether or not the Property meets the minimum-security requirements adopted by the Program.
- (c) Developer, directly or through its property manager, shall conduct an annual meeting at the Property for Property residents. At the meeting, one or more representatives of the Pittsburgh Police Department will provide information about the Program and general crime prevention information.

Pittsburgh's Chief of Police shall annually verify whether Developer has completed all required elements of the Program. If the Pittsburgh Police Department does not offer the Program, the City and Developer may mutually agree on other crime prevention measure Developer shall take.

The Program encourages property owners and property managers to use the "Crime Free Lease Addendum," which lists specific actions property management may take if a tenant, or a tenant's guest, is involved in certain illegal or dangerous activity. The Crime Free Lease Addendum provided as part of the Program is only an example of such a lease addendum, and Developer is not required to use that form. Developer should consult with its own legal counsel to ensure that any lease or lease addendum used, including any such documents provided by the Program, is consistent with applicable law. Developer shall have the sole discretion and authority to decide whether to take action against a tenant, including eviction, for a violation of the Crime Free Lease Addendum or for any other reason.

ARTICLE IV OBLIGATIONS OF CITY

Section 4.01 **Obligations of City Generally.** The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City, is a material consideration for City's agreement to perform and abide by the long-term covenants and obligations of City, as set forth herein.

Section 4.02 **Availability of Public Services.**

(a) **General.** To the extent permitted by law and consistent with its authority, City shall reserve such capacity for water services as may be necessary to serve the Project. This reservation of water infrastructure capacity shall be assured for the Term to the extent consistent with applicable law.

(b) **Construction Water.** City shall make construction water available to the Project by allowing the Project access to City's existing water supply

infrastructure, at a location reasonably determined by the City, at Developer's cost and on those terms and conditions and charges customarily applied by City to similar projects consistent with City standards. Developer shall provide backflow prevention for all points of connection to the City's potable water supply system and the volume of water consumed shall be tracked with the use of a City-issued hydrant meter. City shall also permit Developer to install such temporary construction water pipelines and related infrastructure as reasonably necessary to provide construction water to the Project site for Developer's use in any and all Project grading and construction operations, as long as such water is unrelated to potable use.

Section 4.03 **Developer's Right to Rebuild.** City agrees that Developer, in Developer sole's discretion, may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, acts of God, acts of terrorism, or damage to work in progress by reason of fire, floods or other casualties. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA and this Agreement.

Section 4.04 **Reimbursement of Infrastructure Costs.**

(a) **Reimbursement.** Unless otherwise provided for herein, to the extent Developer incurs costs related to the planning and construction of traffic infrastructure, water delivery infrastructure, , sewer infrastructure or other public infrastructure required by City or this Agreement for the Project that exceed the Project's fair share obligation for such infrastructure, City shall reimburse Developer for the City's portion of such costs (including any management fees provided for in this Agreement), subject to City's prior verification through inspection of the construction that is subject to such reimbursement and upon final acceptance of the infrastructure by the City. This reimbursement shall be paid within sixty (60) days after City's final acceptance or at such other time as mutually agreed upon in writing by the parties. Developer shall be entitled to a management fee of five percent (5%) for City's share of approved infrastructure costs, including but not limited to design and special inspection costs. The management obligations of Developer hereunder shall include contracting and managing the construction of the infrastructure, retaining copies of records, photographs and "as built" for the improvement(s) as well as attending meetings and providing necessary reports as reasonably requested by City.

(b) **City's Authorization of Reimbursement.** Notwithstanding any other provision of this Section, or of this Agreement, or of VTM provisions, City shall not be responsible to reimburse or credit Developer for any costs, including as referenced in Section 4.04(a) herein, unless prior to Developer incurring any costs for which Developer will request reimbursement from City, Developer shall first provide written documentation as to the work to be performed, the estimated costs thereof, including a not-to-exceed cap, and such other details as reasonably requested by the City Manager and the City Manager approves the proposed costs and related work. If the City Manager fails to respond within thirty (30) days of its receipt of such estimated costs, Developer shall provide a second written notice to the City Manager and to the City Engineer, if neither responds within thirty (30) days of the City's receipt of the second request, the request shall be deemed approved. The City Manager shall have the discretion to require Developer to obtain competitive bids on

any work for which Developer may request reimbursement or credit from the City where the total cost (not just the City's share) of that work is One Hundred Thousand Dollars (\$100,000) or more. City shall also have the opportunity to inspect any and all infrastructure during its construction, as well as to review any work product for which Developer requests reimbursement or credits. If mutually agreed by the parties in writing, any reimbursement due Developer pursuant to this Agreement may be satisfied by City in the form of credits, which can actually be used by Developer to offset Developer's payment of any Applicable Fees. In the event there are not enough credits to fully satisfy the reimbursement due Developer and subject to the terms of the mutual agreement between the parties referenced in the prior sentence, City shall reimburse Developer within thirty (30) days of invoicing.

Section 4.05 **Park Fee Credit**. Developer and City agree that the park in-lieu fee valuation is currently Ten Dollars and Twenty-Seven Cents per square foot (\$10.27/sf foot unless City adopts a lower fee in which case the lower fee shall apply), increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2019 reflecting 2018 increases. Developer and City agree that Developer shall receive partial park fee credit for the on-site recreational improvements in the Project.

ARTICLE V COOPERATION — IMPLEMENTATION

Section 5.01 **Processing Application for Subsequent Approvals**. The parties agree that all Subsequent Approvals shall be processed by City in a manner consistent with the following provisions:

(a) **Standard of Review**. By adopting the Project Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Accordingly, City shall not use its discretionary authority in considering any application for a Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise prevent or delay development of the Project as set forth in the Project Approvals. Instead, the Subsequent Approvals shall be deemed tools to implement those final policy decisions and shall be issued by City so long as they comply with this Agreement and Applicable Law, as defined below, and are not inconsistent with the Project Approvals as set forth above and meet the intent and comply with any City adopted Designed Guidelines, as applicable. To the extent permitted by law, City shall not use its discretionary authority in considering these Subsequent Approval applications to revisit or frustrate the policy decisions or material terms reflected by the Project Approvals. Developer agrees that development under this Agreement shall comply with provisions reflected in Uniform Codes (whether building, fire, plumbing, or other applicable uniform codes) which may be adopted subsequent to the Effective Date of this Agreement.

(b) **Basis for Denial**. City may deny an application for a Subsequent Approval only if such application does not comply with this Agreement or Applicable Law, defined below, or does not substantially comply with the Project Approvals (provided, however, that inconsistency with the Project Approvals shall not constitute grounds for denial of a Subsequent Approval which is requested by Developer as an amendment to that Project Approval). City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with this Agreement or Applicable Law, or as is necessary to make this Subsequent Approval

consistent with the Project Approvals. If City denies any application for a Subsequent Approval, City shall specify in writing the reasons for such denial and may suggest a modification which would be approved by City.

Section 5.02 **Timely Submittals by Developer.** Developer acknowledges that City cannot expedite processing of the Subsequent Approvals until Developer submits complete applications on a timely basis. Developer shall use its best efforts to (a) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (b) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other necessary materials as set forth in the Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals consistent with this Agreement.

Section 5.03 **Timely Processing by City.** Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval, City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval applications including, without limitation, (a) providing at Developer's expense and subject to Developer's request and prior written approval, reasonable overtime staff assistance and/or staff consultants for planning and processing of each Subsequent Approval application; (b) if legally required, providing notice and holding public hearings; and (c) acting on any such Subsequent Approval application. If Developer elects to request and approve the use of overtime staff assistance or staff consultants for planning and processing of any Subsequent Approval pursuant to this Section 5.03, Developer's reimbursement to City for such services shall be made in amount equal to City's actual costs of providing such services, in accordance with standard City practice.

Section 5.04 **Other Government Permits.** At Developer's sole discretion and in accordance with Developer's construction schedule, Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City shall cooperate with Developer in its efforts to timely obtain such permits and approvals and shall, from time to time, at the request of Developer, use its best efforts to ensure the timely availability of such permits and approvals.

Section 5.05 **Landscaping and Lighting District (LLD) 88-01.** Developer understands that the Project Site is included in the City's existing Citywide Landscaping and Lighting Assessment District, as established pursuant to City Resolution No. 88-7324 ("LLD"). Developer agrees that the base assessment applies to the Project and is subject to increase, provided any such increase of the base assessment imposed uniformly or similarly situated properties by City in a manner consistent with State law. Developer further agrees that the base assessment shall be levied upon recordation of each of the Project's final maps. The parties agree that the base LLD assessment described herein shall finance, among other things, the maintenance of any and all landscape improvements and the maintenance of the parks.

Section 5.06 **Park Maintenance CFD 2007-1.** Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2007-1 for Park Maintenance (CFD 2007-1). The rate of the CFD 2007-1 fee is subject to City Council

Resolution No. 07-10698. Developer shall complete annexation of the subject property into the CFD 2007-01 prior to the issuance of any building permits.

Section 5.07 **Maintenance of Project Facilities CFD 2016-1.** Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2016-1 for maintenance of stormwater treatment facilities (CFD 2016-1), such as the bioretention basin as described in Section 3.09. Developer shall complete annexation of the property into the CFD 2016-01 prior to the issuance of any building permits.

Section 5.08 **Public Safety Services CFD 2005-1.** Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2005-1 for Public Safety Services (CFD 2005-1). The rate of the CFD 2005-1 fee is subject to City Council Resolution No. 05-10342. Developer shall complete annexation of the property into the CFD 2005-01 prior to the issuance of any building permits.

Section 5.09 **Fire Facilities and Fire Safety and Emergency Services CFD 2017-1.** Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2017-1 for Fire Facilities and Fire Safety and Emergency Services (CFD 2017-1). The rate of the CFD 2017-1 fee is subject to City Council Resolution No. 17-13311. Developer shall complete annexation of the property into the CFD 2017-01 prior to the issuance of any building permits.

Section 5.10 **Parkland Dedication In-Lieu Fee.** Developer shall pay an In-Lieu Parkland Dedication Fee to the Engineering Department prior to the issuance of a building permit for the Project per PMC Section 17.32.020.D.2. The park in-lieu fee amount shall be calculated using the rate in place at the time of issuance of a building permit, which is increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2018 reflecting 2017 increases.

Section 5.11 **Assessment Districts or Other Funding Mechanisms.**

(a) City understands that City's long-term assurances to Developer concerning fees, taxes and assessments related to the Project are a material consideration for Developer agreeing to process the siting of the Project in its present location and to pay the fees, taxes and assessments described in this Agreement. City shall retain the ability to initiate or process applications for the formation of new assessment districts or other Funding Mechanisms, as defined in Section 3.08 of this Agreement, covering all or any portion of the Project site. Notwithstanding the foregoing, Developer retains all its rights to oppose the formation or proposed assessment of any new assessment district, Funding Mechanism, or any and all increases thereto, or to request or pursue assessment credits or reductions, unless otherwise provided for herein or unless such assessment, Funding Mechanism or related increases are in place and legally effective as of the date of this Agreement's Effective Date.

(b) At the request of Developer, City shall cooperate in the formation of, or annexation to, those assessment districts, landscaping and lighting districts, community facilities districts, tax-exempt financing mechanisms, or other Funding Mechanisms that Developer and City determine are needed to fund infrastructure improvements and to ensure the orderly development of the Project, at no cost to the City.

City shall diligently and expeditiously process applications by Developer necessary to establish such Funding Mechanisms as long as (i) the application complies with law, (ii) is consistent with City's standards, and (iii) provides for a lien to value ratio and other financial terms that are reasonably acceptable to City, and which will result in no commitment of City. City shall diligently seek to sell any bonds to be issued and secured by such assessments upon the best terms reasonably available in the marketplace. Any and all costs associated with this Section shall be borne and/or advanced by Developer.

Section 5.12 **Warranty Bonds.** Developer agrees that every infrastructure improvement dedicated to City (except landscaping, unimproved real property or open space dedications) pursuant to this Agreement shall be accompanied by a one (1) year warranty bond in a form and in an amount, and with a surety acceptable to City, or otherwise as determined in the applicable Subdivision Improvement Agreement.

Section 5.13 **General Plan Maintenance Fee.** Developer agrees to pay a development related fee to help fund the maintenance of the Pittsburgh General Plan. The General Plan Maintenance Fee will be One Hundred Twenty-Five Dollars (\$125) per dwelling unit.

ARTICLE VI STANDARDS, LAWS AND PROCEDURES GOVERNING THE PROJECT

Section 6.01 **Vested Right to Develop.** Developer shall have a vested right to develop the Project on the Project Site in substantial conformance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), the Subsequent Approvals (as and when issued), and amendments thereto as shall, from time to time, be approved pursuant to this Agreement. Nothing in this Section 6.01 shall be deemed to eliminate or diminish the requirement of Developer to obtain any required Subsequent Approvals.

Section 6.02 **Permitted Uses Vested by this Agreement.** The permitted uses of the Project Site; the density and intensity of use of the Project Site; the maximum height, bulk and size of proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals.

Section 6.03 **Applicable Law.** "Applicable Law" shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the project site; governing density; and governing design, improvements, and construction standards and specifications applicable to the Project and Project site as set forth in this Agreement and the Project Approvals, and in force and effect on the Effective Date of this Agreement. However, this Agreement and this Section shall not be construed to prevent the City, in any subsequent actions applicable to the Project Site, from applying any new rules, regulations, official policies, standards, and specifications that do not conflict with those rules, regulations, official policies, standards, and specifications existing as of the Effective Date of the Agreement.

Section 6.04 **Uniform Codes.** Notwithstanding any other provision of this Agreement, City may apply to the Project Site, at any time during the Term, the then current Uniform Building Code and other uniform construction codes as properly modified by City and uniformly applied on a citywide basis, and City's then current design and construction standards for road and storm drain facilities. In no event shall any such uniform code or standard be adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project.

Section 6.05 **Moratorium and Conflicting Enactments.** To the extent consistent with State Law, if any ordinance, resolution or other measure is enacted, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project on all or any part of the Project Site, City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the term of this Agreement, unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code Section 8558. Developer reserves the right to challenge in court any City action or inaction which Developer believes is in conflict with Applicable Law or this Agreement.

Section 6.06 **Life Development Approvals and Permits.** To the extent consistent with Applicable Law, the term of any permit or other land use entitlement approved as a Project Approval or Subsequent Approval shall automatically be extended for the duration of this Agreement, including any extensions. The term of this Agreement and any Project Approval or Subsequent Approval shall not include any period of time during which any applicable development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies that regulate land use, development or the provision of services to the land, prevents, prohibits or delays the construction of the Project. The term of this Agreement and any Project Approval or Subsequent Approval shall not include any period of time during which any applicable court order or other legal requirement prevents the processing of any Subsequent Approval or prevents any Project development activities

Section 6.07 **State and Federal Law.** As provided in California Government Code § 65869.5, if any state or federal laws or regulations, enacted after this Agreement's Effective Date prevent or preclude compliance with one or more provisions of this Agreement ("**Changes in the Law**"), such provision of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations as may be necessary to comply with Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement including, without limitation, Article V and Section 10.05. Not in limitation of the foregoing, nothing in this Agreement shall preclude City from imposing on Developer any fee specifically required by State or Federal laws and regulations.

Section 6.08 **Timing of Project Construction and Completion.**

(a) **Project Phasing.** The Project may be built in phases in response to then-existing market conditions over the Term of the Agreement. Except as otherwise specifically provided by this Agreement with respect to Project infrastructure timing,

City and Developer expressly agree that there is no requirement that Developer initiate or complete development of the Project or any particular phase of the Project within any particular period of time, and City shall not impose such a requirement on any Project Approval. The parties acknowledge that Developer cannot at this time predict when or the rate at which or the order in which phases will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as market demand, interest rates, competition and other similar factors.

(b) Project Time Schedule. The parties agree that Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time, and Developer shall determine which part of the Project Site to develop first, and at Developer's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' desire to avoid that result by acknowledging that Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. Developer's rights under this Section 6.08(b) shall be subject to the requirement that adequate infrastructure to serve each phase of the Project is constructed concurrently with such phase. The City Manager shall reasonably determine what infrastructure will be required to serve each phase of the Project, which determination shall be consistent with Applicable Law.

(c) Developer Agreements. Nothing in this Agreement shall exempt Developer from completing work required by a subdivision agreement, road improvement agreement, or similar agreement in accordance with the terms thereof.

Section 6.09 **Exempting Fees, Mitigation Measures and Similar Requirements Imposed by Outside Agencies**. Notwithstanding any other provision of this Agreement, the City agrees to exclude Developer from any and all discretionary collection agreements regarding fees, mitigation measures and similar requirements including, but not limited to, development impact fees, which other public agencies request the City to impose at City's discretion on the Project or on the Project Site after the Effective Date through the Term of this Agreement. This Section 6.09 shall not prohibit the City from imposing on Developer any fee, mitigation measure or similar requirement or obligation that is required by a local or regional agency in accordance with local, regional, State or Federal obligations and implemented by the City in cooperation with such local, regional, state or federal agency, provided such fee, mitigation measure or similar requirement or obligation is imposed in a similar manner on similarly situated properties within the City as, for example, stormwater-related C.3 requirements and increases thereto.

Section 6.10 **City's Joint-Inspection Jurisdiction**. Developer acknowledges that City has joint inspection jurisdiction within other third-party governmental entities within any and all City rights-of-way and easements.

ARTICLE VII AMENDMENT

Section 7.01 **Amendment to Project Approvals, Subsequent Approvals.** To the extent permitted by State and Federal law, any Project Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner:

(a) **Administrative Project Amendments.** Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the City Manager or his/her designee shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable uniform codes and State or Federal law. If the City Manager or his/her designee finds that the proposed amendment or modification is minor in the context of the entire Project, consistent with this Agreement and Applicable Law, and will result in no new significant environmental impacts, the amendment shall be determined to be an **"Administrative Project Amendment"** and the City Manager or his/her designee may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, changes in trail alignments, minor variations in lot layouts, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments.

(b) **Non-Administrative Project Amendments.** Any request of Developer for an amendment or modification to a Project Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

Section 7.02 **Amendment of this Agreement.** This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows:

(a) **Administrative Agreement Amendments.** The City Manager, or his/her designee, may, except to the extent otherwise required by law, enter into certain amendments of this Agreement on behalf of the City as long as any such amendment does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings or (vi) monetary contributions by Developer (**"Administrative Agreement Amendment"**), and shall not, except to the extent otherwise required by law, require notice or public hearing before the

parties may execute an amendment hereto. For purposes of this Section 7.02(a), the term “substantially affect” shall be evaluated in the context of the entire Project.

(b) Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval, whether done administratively or not, shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement when written and executed by both parties.

(c) Amendment Limitations. In consideration of the scope of the benefits to City set forth in this Agreement, any amendment to this Agreement shall only be subject to such new terms and conditions, including new exactions or other obligations, as are reasonably related to the impacts on City directly attributable to such amendment.

ARTICLE VIII ASSIGNMENT, TRANSFER AND NOTICE

Section 8.01 **Assignment of Interests, Rights and Obligations**. Developer may transfer or assign all or any portion of its interests, rights or obligations under this Agreement, the Project Approvals or Subsequent Approvals to third parties acquiring an interest or estate in the Project or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or facilities.

Section 8.02 Transfer Agreements

(a) In connection with the transfer or assignment by Developer of all or any portion of the Project (other than a transfer or assignment by Developer to an affiliated party, any deed of trust beneficiary or mortgagee, or a “Non-Assuming Transferee” (as defined in Section 8.03), Developer and the transferee shall enter into a written agreement (a “**Transfer Agreement**”) regarding the respective interests, rights and obligations of Developer and the transferee in and under the Agreement, the Project Approvals, and the Subsequent Approvals. Such Transfer Agreement may (i) release Developer from obligations under the Agreement, the Project Approvals, or the Subsequent Approvals that pertain to that portion of the Project being transferred or assigned, as described in the Transfer Agreement, provided that the transferee expressly assumes such obligations, (ii) transfer to the transferee vested rights to improve that portion of the Project being transferred and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment.

(b) Any Transfer Agreement shall be binding on Developer, City and the transferee and, unless otherwise provided for in Section 8.03 of this Agreement, shall require the City’s prior written consent, which consent shall not be unreasonably withheld. Failure by City to respond within thirty (30) days of a written request by Developer for City’s consent shall be deemed City’s approval of the Transfer Agreement in question. City may refuse to give its consent only if, in light of the proposed transferee’s reputation and financial resources, such transferee would not in City’s reasonable determination be able to perform the obligations proposed to be assumed by such transferee. Such determination shall be made by the City Manager and is appealable to the City Council. In no event, however, shall City refuse to give its consent to a proposed transferee pursuant to this Section 8.02(b) if

such transferee has a net worth of at least Ten Million Dollars (\$10,000,000) documented in a manner reasonably acceptable to City. Upon recordation of any Transfer Agreement in the Official Records of Contra Costa County, Developer shall automatically be released from those obligations assumed by the transferee therein.

(c) Developer shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee pursuant to a Transfer Agreement. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person.

Section 8.03 **Non-Assuming Transferees.** Except as otherwise required by Developer in Developer's sole discretion, the burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor City's consent shall be required in connection with (a) any single residential parcel conveyed to a purchaser, (b) any property transferred as fewer than ten (10) lots to a single retail builder or (c) any property that has been established as one or more separate legal parcels for office, commercial, open space, park, school or other nonresidential uses. The transferee in such a transaction and its successors ("**Non-Assuming Transferees**") shall be deemed to have no obligations under this Agreement but shall continue to benefit from the vested rights provided by this Agreement for the duration of the Term. Nothing in this Section 8.03 shall exempt any property transferred to a Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable conditions of approval.

Section 8.04 **Notice of Compliance Generally.** Subject to City's finding that the facts contemplated by clauses (a) through (c) herein are true and accurate, within thirty (30) days following any written request which Developer may make from time to time, City shall execute and deliver to Developer (or to any party requested by Developer) a written "**Notice of Compliance**," in recordable form, duly executed and acknowledged by City, that certifies that (a) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications, (b) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default, and (c) any other information reasonably requested by Developer. City's failure to deliver such notice within such time period shall constitute a conclusive presumption against City that this Agreement is in full force and effect without modification except as may be represented by the Developer and that there are no uncured defaults in the performance of the Developer, except as may be represented by the Developer. Developer shall have the right at Developer's sole discretion, to record the Notice of Compliance.

ARTICLE IX COOPERATION IN THE EVENT OF LEGAL CHALLENGE

Section 9.01 Cooperation.

(a) Developer agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person not a party to this

Agreement challenging the validity of the Agreement or any Project Approval or any Subsequent Project Approval, or otherwise arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees, and time referenced herein.

(b) Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations by the Developer, its officers, employees, agents or consultants, under this Agreement, except for such claims, costs, damages, or other liabilities which are caused by the sole or gross negligence of the City, its officials, officers, employees, agents, or consultants. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense.

(c) The parties agree that this Section 9.01 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.01, which shall survive such invalidation, nullification or setting aside.

Section 9.02 Cure; Reapproval.

(a) If, as a result of any administrative, legal or equitable action or other proceeding as described in Section 9.01, all or any portion of this Agreement, Project Approvals, or Subsequent Approvals are set aside or otherwise made ineffective by any judgment (a "**Judgment**") in such action or proceeding (based on procedural, substantive or other deficiencies, hereinafter "**Deficiencies**"), the parties agree to use their respective best efforts to sustain and reenact or readopt this Agreement, Project Approvals, and/or Subsequent Approvals that the Deficiencies relate to, as follows, unless the parties mutually agree in writing to act otherwise:

(i) If any Judgment requires reconsideration or consideration by City of this Agreement, Project Approval, or Subsequent Approval, then the City shall consider or reconsider that matter in a manner consistent with the intent of this Agreement. If any such Judgment invalidates or otherwise makes ineffective all or any portion of this Agreement or any Project Approval, or Subsequent Approval, then the parties shall cooperate and shall cure any Deficiencies identified in the Judgment or upon which the Judgment is based in a manner consistent with the intent of this Agreement and the Judgment. Upon the parties cure of such Deficiencies, City shall then take steps consistent with the Judgment necessary readopt or reenact this Agreement and any applicable Project Approval, Subsequent Approval, or any portion thereof.

(ii) Acting in a manner consistent with the intent of this Agreement or a Judgment includes, but is not limited to, recognizing that the parties intend that Developer may develop a sixty-two (62) unit multi-family residential project, and adopting such ordinances, resolutions, and other enactments, including but not limited to a general plan amendment, rezoning, vesting subdivision map approvals, development plan approvals, PD Plan approvals, design review, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, final development plans, development agreements, permits, resubdivisions, and any amendments to, or repealing of, any of the foregoing as are necessary to readopt or reenact all or any portion of this Agreement, Project Approvals, and/or Subsequent Approvals without contravening the Judgment.

(b) The parties agree that this Section 9.02 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.02, which shall survive such invalidation, nullification or setting aside.

ARTICLE X

DEFAULT; REMEDIES; TERMINATION

Section 10.01 **Defaults**. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (the “**Complaining Party**”) (unless such period is extended by mutual written consent), shall constitute a default under this Agreement. The Complaining Party’s notice (“**Default Notice**”) shall specify the nature of the alleged failure and, may specify the manner in which the failure satisfactorily may be cured by the other party (the “**Defaulting Party**”). Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of a default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then no fault shall be deemed to have occurred if: (a) the cure shall be commenced at the earliest practicable date following receipt of the Default Notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (if no event later than thirty (30) days after the Defaulting Party’s receipt of the Default Notice), the Defaulting Party provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within one hundred twenty (120) days after the Notice of Default is given. Complaining Party shall not send notice to any third party, including, but not limited to, bonding and surety companies, until such time as the cure opportunities set forth above have expired unless otherwise required by applicable law. Upon the occurrence of a default under this Agreement, the Complaining Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured consistent with this Section, then no default shall exist, and the Complaining Party shall take no further action.

Section 10.02 **Termination**. If City elects to consider terminating this Agreement due to a material default of Developer, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. As used herein, a finding of materiality shall be based on the effect of the default in relation to the size and scope of the Project. Developer shall have the right to offer written and oral evidence prior to or at the time of said public hearings. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated sixty (60) days thereafter; provided, however, that if Developer files an action to challenge City's termination of this Agreement within such 60-day period, then this Agreement shall remain in full force and effect until a trial court has affirmed City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired).

Section 10.03 **Periodic Review**.

(a) **Conducting the Periodic Review**. Throughout the Term of this Agreement, at least once every twelve (12) months following the execution of this Agreement, City shall review the extent of good-faith compliance by Developer with the terms of this Agreement. This review (the "**Periodic Review**") shall be conducted by the City Manager or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code § 65865.1. Developer also agrees to pay City annually the greater of Two Thousand Five Hundred Dollars (\$2,500) or the actual cost of Periodic Review Fee (not to exceed Ten Thousand Dollars (\$10,000)) for the first annual review and, for subsequent reviews, the Developer's obligation to pay annually shall be the greater of Two Thousand Five Hundred Dollars (\$2,500) or the actual cost of Periodic Review Fee (not to exceed Five Thousand Dollars (\$5,000)). The Two Thousand Five Hundred Dollars (\$2,500) shall be increased annually thereafter by the CPI for the San Francisco Oakland Area, with the first increase implemented in January 2019 reflecting 2018 increases. Such Periodic Review Fee shall only be paid in the years in which a Periodic Review is actually conducted.

(b) **Notice**. At least ten (10) days prior to the Periodic Review, and in the manner prescribed in **Article XII** of this Agreement, City shall deposit in the mail to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Developer's performance hereunder. Developer shall be permitted an opportunity to respond to City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Such response shall be made to the City Manager.

(c) **Good Faith Compliance**. During the Periodic Review, the City Manager shall review Developer's good-faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the City Manager shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the City Manager shall be appealable to the City Council. If the City Manager finds and determines that Developer has not complied with such terms and conditions, the City Manager may recommend to the City Council that it terminate or modify this Agreement by

giving notice of its intention to do so, in the manner set forth in California Government Code §§ 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein shall be shared equally by Developer and City.

(d) Failure to Properly Conduct Periodic Review. If, after thirty (30) days following Developer's notice requesting a Periodic Review, City fails to initiate the Periodic Review, such failure shall be conclusively deemed an approval by City of Developer's compliance with the terms of this Agreement.

(e) Written Notice of Compliance. With respect to any year for which Developer has been determined or deemed to have complied with this Agreement, City shall, within thirty (30) days following a written request by Developer, provide Developer with a written notice of compliance, in recordable form, duly executed and acknowledged by City. Developer shall have the right, in Developer's sole discretion, to record such notice of compliance.

Section 10.04 **Excusable Delay; Extension of Time of Performance.** In addition to specific provisions of this Agreement, neither party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorism, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting State or Federal laws or regulations, or judicial decisions. Neither party shall be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, the Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are due to Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project and unrelated to Developer's actions or inactions and beyond Developer's control. Upon the properly noticed request of either party hereto, as required by Section 12.09, an extension of time for the performance of any obligation whose performance has been so prevented or delayed will be set forth in writing. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon in writing.

Section 10.05 **Legal Action.** Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement.

Section 10.06 **California Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

Section 10.07 **Resolution of Disputes.** With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer shall, at City's request, meet with City. The parties to any such meetings shall attempt in good faith to resolve any such disputes. If the parties are then

unable to resolve their dispute, either party may commence mediation by providing to JAMS, or its successor, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or ninety (90) days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties both agree in writing. The provisions of this Section 10.07 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered. Nothing in this Section 10.07 shall in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the parties to such meetings.

Section 10.08 Attorneys' Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and any related other costs incurred in that proceeding in addition to any other relief to which it is entitled.

Section 10.09 Default by City or Developer. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided herein and under law.

ARTICLE XI NO AGENCY, JOINT VENTURE OR PARTNERSHIP

It is specifically understood and agreed to by and between the parties hereto that unless otherwise expressly provided herein (a) the subject development is a private development; (b) City have no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals; (c) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, the Project Approvals, Subsequent Approvals, and Applicable Law; and (d) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be

construed as creating any such relationship between City and Developer. The City agrees that Developer's obligations under this Agreement related to the construction of Project water, sewer and drainage infrastructure improvements, the grading and construction of traffic improvements, and the grading and construction of any other public improvements (collectively, the "**Public Improvements**") are all public works of improvement the City is requiring as a condition of regulatory approval of the Project and that the Project is an otherwise private development. The City further agrees that it will contribute no more money, or the equivalent of money, to the overall Project than is required to construct the Public Improvements and that City maintain no proprietary interest in the overall Project.

ARTICLE XII MISCELLANEOUS

Section 12.01 **Incorporation of Recitals and Introductory Paragraph.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

Section 12.02 **Enforceability.** City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by City that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code § 65866. In the event of any conflict between the provisions of this Agreement and Applicable Law, the Project Approvals or any Subsequent Approval, this Agreement shall prevail.

Section 12.03 **Findings.** City hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan.

Section 12.04 **Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.

Section 12.05 **Other Necessary Acts.** Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals and this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

Section 12.06 **Construction**. Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals shall be deemed to refer to the Agreement, Project Approval or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

Section 12.07 **Other Miscellaneous Terms**. The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.

Section 12.08 **Covenants Running with the Land**. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code § 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Project Site and is binding upon the owner of all or a portion of the Project Site and each successive owner during its ownership of such property.

Section 12.09 **Notices**. Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally, by fax (with original forwarded by regular U.S. Mail) by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to City, to: City Manager
City of Pittsburg
Civic Center
65 Civic Avenue
Pittsburg, CA 94565-2830

With Copies to: Ruthann G. Ziegler
City Attorney
Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

If to Developer, to: Albert D. Seeno, III
Sunnyside Pittsburg, LLC
4061 Port Chicago Hwy., Ste. H
Concord, CA 94520

With Copies to: Sunnyside Pittsburg, LLC
Attn: Legal Department
4021 Port Chicago Hwy.
Concord, CA 94520

Section 12.10 **Entire Agreement, Counterparts and Exhibits**. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of twenty-seven (27) pages and four (4) exhibits, which constitute in full the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. All waivers of any provisions of this Agreement shall be in writing and

signed by the appropriate authorities of City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

EXHIBIT A - Legal Description
EXHIBIT A-1 - Project Site Diagram
EXHIBIT B - Applicable Fees

Section 12.11 **Recordation of Development Agreement.** Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement, or Memorandum thereof, in the Official Records of the County of Contra Costa. The parties agree to cooperate as to preparation, execution, and recording of a Memorandum hereof.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the day and year first above written.

CITY:

CITY OF PITTSBURG,
a California municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

DEVELOPER:

SUNNYSIDE PITTSBURG, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

PARCEL ONE:

Parcel 1, as shown on Parcel Map MS 676-03, filed August 14, 2004, in Book 191 of Parcel Maps at Pages 3 and 4, Contra Costa County Records.

PARCEL TWO:

An appurtenant easement for utilities as disclosed by that certain document entitled "Final Order of Condemnation" recorded February 26, 2003 as instrument No. 2003-090215 of Official Records, together with any amendment or modification recorded therewith.

PARCEL THREE:

Easements created in reference to Parcel One, above, in the deed from Pittsburg Partners, LLC, recorded December 10, 2004 in Official Records, under Recorder's Series No. 2004-474318, for 1) "10-foot wide water line easement", 2) "10-foot wide sanitary sewer easement", and 3) "ingress and egress easement", over those portions of Parcel 1, Map of Subdivision 8587, filed November 14, 2002, Map Book 449, Page 13, Contra Costa County Records, more particularly described in said deed (2004-474318).

APN: 073-190-033

EXHIBIT A-1 **PROJECT SITE DIAGRAM**

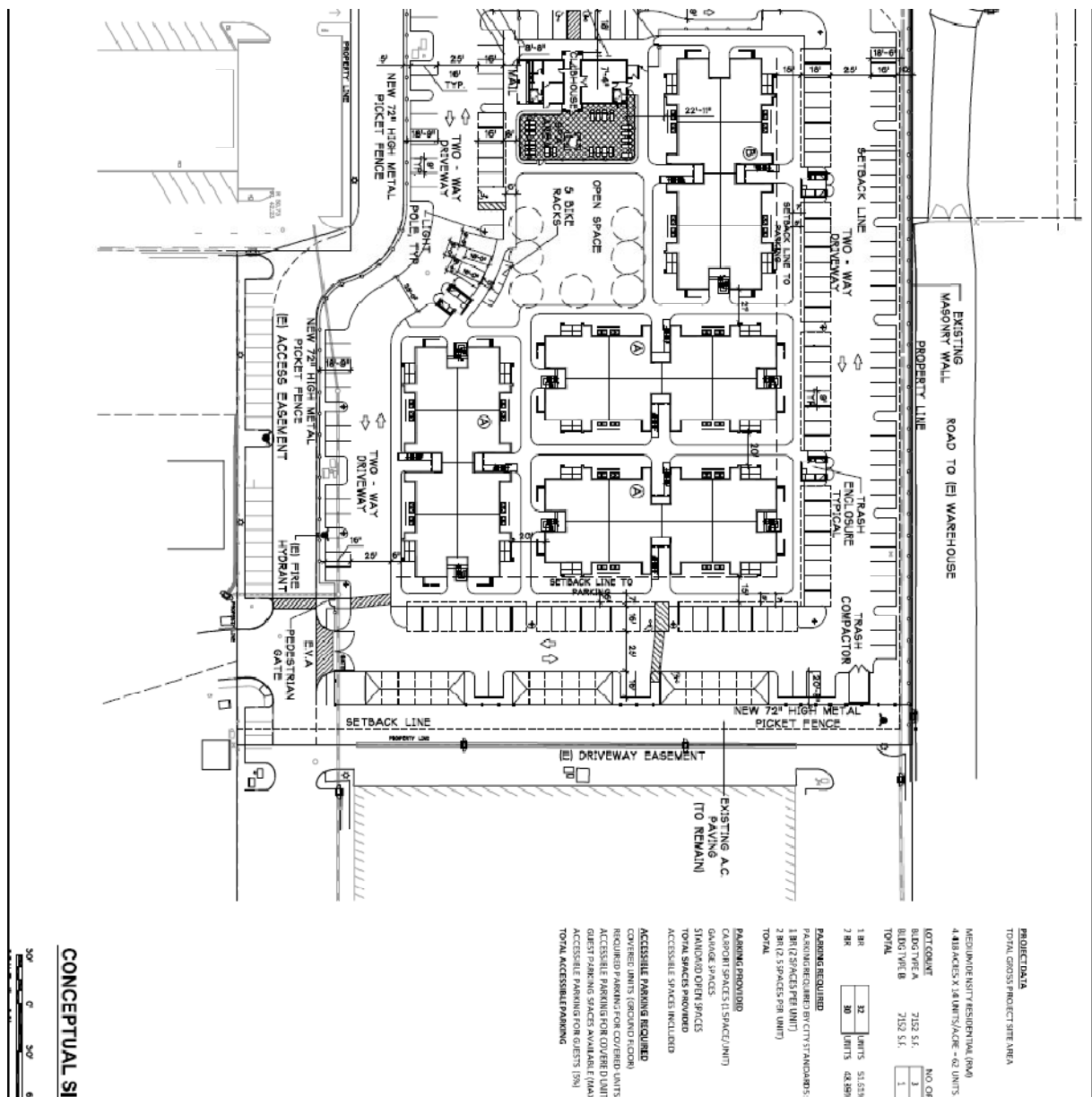


EXHIBIT B

APPLICABLE FEES

Building Division	
Fee Description	
Permits:	
1	Building Permit Fee Minimum
1	Building Permit Fees (Alterations and Repairs)
2	Building Permits Fees (New Commercial)
3	Building Permits Fees (New Industrial)
4	Building Permits Fees (New SFR Dwellings)
5	Building Permits Fees (New SFR Private Garages)
6	Building Permits Fees (New SFR decks / porches)
Above SFR valuation calculation to remain constant. Table B to be adjusted by the prior year ENR 20-City Construction Cost Index every January 1st.	
7	Reroof (Residential)
8	Reroof (Commercial)
All Inclusive Permit Fees:	
9	All Inclusive Permit Fees (Kitchen Alteration)
10	All Inclusive Permit Fees (Bathroom Alteration)
11	All Inclusive Permit Fees (Bathroom Alteration Each Additional)
12	All Inclusive Permit Fees (Window Replacement 1-5)
13	All Inclusive Permit Fees (Window Replacement >5)
14	All Inclusive Permit Fees (Window Replacement)
15	Plumbing Fee (Primary)
16	Plumbing Fee (Supplemental)
17	Water Heater Replacement
18	Re-piping - Supply Lines
19	Sewer Line Repair/Replace
20	Seismic Gas Valve

21	Electrical Fee (Primary)
22	Electrical Fee (Supplemental)
23	Electrical Service Upgrade – (200 amps or <)
24	Electrical Service Upgrade – (> 200 amps)
25	New Service (Pedestal)
26	Temporary Power
27	Mechanical Fee (Primary)
28	Mechanical Fee (Supplemental)
29	Furnace Change Out or New (100,000 btu or <)
30	AC New or Change Out
31	Furnace Change Out (100,000 btu or <) w/ AC
32	Furnace Change Out (>100,000 btu)
33	Insulation/ Energy Fee Per New Construction > 500 sf.
34	Swimming Pool Permit (Residential Fee)
35	Swimming Pool Permit (Commercial Fee)
36	Sign Permit (New Installation)
37	Sign Replacement (Channel Signage)
38	Sign Replacement (Channel Signage)
39	Sign Replacement (Monument Signage)
40	Sign Replacement (Projecting Signage)
41	Sign Replacement (Transom Signage)
42	Sign Replacement (Freestanding Signage)
43	Demolition (Residential)
44	Demolition (Commercial)
45	Moved Building Permit / Manufactured Home
46	Residential Photovoltaic Permit
47	Commercial Photovoltaic Permit
Plan Review Fees:	
48	Building Plan Review Fee

49	Expedited Plan Review
50	Foundation Only
51	Review In Excess of (2)
52	Fire and Termite Repair w/ Scope of Work
53	Energy Plan Review Fee (Commercial - New Construction)
54	Energy Plan Review Fee (Residential - New Construction)
55	Energy Plan Review Fee (Residential - Development Model)
56	Plumbing Plan Review Fee
57	Electrical Plan Review Fee
58	Mechanical Plan Review Fee
59	Swimming Pool Plan Review Fee (Custom)
60	Swimming Pool Plan Review Fee (Standardized Plans and Calculations)
61	Over Counter Plan Review Fee
62	Production Housing - Plan Review Fee
Residential Rental Property Inspection Fee Schedule:	
63	Initial Annual Inspection Fee and Registration Fee
64	Annual Program Fee
65	Annual Program Fee Completed Electronically (On Line)
An initial verification inspection is conducted at the first time a property is placed into inventory. A renewal inspection is conducted each year thereafter or on the fourth year for properties that are self-inspected by the owner.	
Additional Inspection Fees:	
66	Building
67	Plumbing, Electrical, Mechanical, etc.
68	Requested Special Inspection
69	Code Compliance Permit (Residence)
70	Code Compliance Permit (Commercial)
71	Code Compliance Permit (Work without a permit)
72	Code Compliance Permit (Reinstate Expired Permit - Final Inspection Only)
73	Code Compliance Permit (Reinstate Expired Permit - Second Inspection due to corrections)

74	Code Compliance Permit (Reinstate Expired Permit - Inspections beyond final remaining)
75	Garage Conversion
Administrative Fees:	
76	Fire Protection Collection Fee
77	Fire District Facilities Admin Fee (Single Family)
78	Fire District Facilities Admin Fee (Multi-Family)
79	Fire District Facilities Admin Fee (Office)
80	Fire District Facilities Admin Fee (Commercial)
81	Fire District Facilities Admin Fee (Industrial)
Other Fees:	
82	Water Meter – Purchase
83	Construction Water – pre-metered internal use
84	Copies
85	Document Imaging Fee (Subdivisions = BP Models Only)
86	Document Imaging Fee (Building Permit Fee)
87	Accessibility Fee (Non-Res Building Permit Fee)
88	NPDES Management Fee (Building Permit Fee)
89	Release of Tax Lien
90	Postage / Handling – Permits
91	Inspection outside of normal business hours
92	Re-inspection Fee
93	Inspections for which no fee is specifically indicated
Building Standards Administration Fee	
94	Permit Valuation - \$1 - \$25,000
95	Permit Valuation - \$25,001 - \$50,000
96	Permit Valuation - \$50,001 - \$75,000
97	Permit Valuation - \$75,001 - \$100,000
98	Every \$25,000 or fraction thereof above \$100,000
Strong Motion Instrumental and Seismic Hazard Mapping	

99	Category 1 (Residential 1 - 3 stories Building Permits over \$5,000)
100	Category 2 (Commercial and Residential over 3 stories Building Permits over \$2,381)
101	Category 1 Permits under \$5,000 and Category 2 Permits under \$2,381

Building Division Table I	
Plumbing Permit Fees - C.P.C.	
Permit Issuance	
1	Filing Fee
2	Filing Fee (Supplementary)
Plan Review	
1	Plan review fees for plumbing work shall be equal to 100% of Plumbing Permit
2	Additional plan review required by changes, additions or revisions to approved plans shall be assessed hourly
3	When plan check goes beyond a second review the applicant may be charged for subsequent reviews on an hourly basis or per the consultant's fee.
System Fee Schedule	
1	Residential construction (SFR and MFR > 500 sq. ft.
2	Commercial construction - Complete Building
3	Commercial construction - Shell only
4	Commercial construction - Vanilla Shell only
5	Commercial construction - Tenant Improvement
6	Commercial construction - Tenant Improvement (Restaurant)
7	Alterations or Additions residential and commercial
8	Trade Specific (Plumbing Only)
Other Inspection And Fees	
1	Inspection outside of normal business hours
2	Re-inspection Fee
3	Inspections for which no fee is specifically indicated

Building Division Table II	
Electrical Permit Fees - C.E.C.	
Permit Issuance	
1	Filing Fee
2	Filing Fee (Supplementary)
Plan Review	
1	Plan review fees for electrical work shall be equal to 100% of Electrical Permit
2	Additional plan review required by changes, additions or revisions to approved plans shall be assessed hourly
3	When plan check goes beyond a second review the applicant may be charged for subsequent reviews on an hourly basis or per the consultant's fee.
System Fee Schedule	
1	Residential construction (SFR and MFR > 500 sq. ft.
2	Commercial construction - Complete Building
3	Commercial construction - Shell only
4	Commercial construction - Vanilla Shell only
5	Commercial construction - Tenant Improvement
6	Commercial construction - Tenant Improvement (Restaurant)
7	Alterations or Additions residential and commercial
8	Trade Specific (Electrical Only)
Other Inspection And Fees	
1	Inspection outside of normal business hours
2	Re-inspection Fee
3	Inspections for which no fee is specifically indicated

Building Division Table III	
Mechanical Permit Fees - C.M.C.	
Permit Issuance	
1	Filing Fee
2	Filing Fee (Supplementary)
Plan Review	
1	Plan review fees for electrical work shall be equal to 100% of Mechanical Permit
2	Additional plan review required by changes, additions or revisions to approved plans shall be assessed hourly
3	When plan check goes beyond a second review the applicant may be charged for subsequent reviews on an hourly basis or per the consultant's fee.
System Fee Schedule	
1	Residential construction (SFR and MFR > 500 sq. ft.
2	Commercial construction - Complete Building
3	Commercial construction - Shell only
4	Commercial construction - Vanilla Shell only
5	Commercial construction - Tenant Improvement
6	Commercial construction - Tenant Improvement (Restaurant)
7	Alterations or Additions residential and commercial
8	Trade Specific (Mechanical Only)
Other Inspection and Fees	
1	Inspection outside of normal business hours
2	Re-inspection Fee
3	Inspections for which no fee is specifically indicated

Planning	
Fee Description	
1	Document Copies
2	Accessory Dwelling Unit
3	Annexation Review
4	Appeal - By Applicant
5	Appeal - By Non-applicant
6	Certificate of Compatibility (mobile/manufactured houses)
7	Design Review (administrative, awnings, color change)
8	Design Review (all other administrative)
9	Design Review - SFR Subdivision 5-50 Lots
10	Design Review - SFR Subdivision >50 lots
11	Design Review - MFR Base Fee 1-50 units
12	Design Review - MFR 50+
13	Design Review - New Wireless Telecomm. Facility & Comm. Bldg. Remodel <5k s.f.
14	Design Review - Commercial Structure
15	Development Agreements
16	Environmental - Consultant Study (Pass Through)
17	Environmental – EIR (Pass Thru)
18	Environmental –Initial Study or Environmental Assessment
19	Environmental - Negative Declaration
20	Environmental - Notice of Determination (Pass Thru)
21	Environmental - F&G w/ND/no impacts (Pass Thru)
22	Environmental - F&G w/ND +impacts (Pass Thru)
23	Extension of Approval
24	Fence Height Exception/Tree Removal Permit
25	General Plan Amendment (alone)

26	General Plan Amendment (w/others)
27	Habitat Conservation Plan Administration
28	Home Occupation Permit
29	Commercial/Retail Permit
30	Outdoor Dining Permit
31	Preliminary Plan Review
32	Sign Review - Freestanding (Admin)
33	Sign Review - Wall Sign (Admin)
34	Sign Review - Sign Program
35	Sign Review - Sign Exception
36	Sign Review - Temporary Signs
37	Sign Review - Billboard
38	Subdivision Minor
39	Subdivision Major - Base Fee 1-100 acres
40	Subdivision Major - Base Fee >100 acres
41	Rezoning Request - PUD/Overlay
42	Rezoning Request - Standard Zone
43	Temp Activity Permit
44	Use Permit - Existing Bldg. & Non-sensitive
45	Use Permit - New Const. and/or Sensitive
46	Variance Review – Standard
47	Zoning Administrator Approval (large day care home, small recycling facility, home occupation permit, telecommunications collocation)
48	Zoning Code Amendment
49	Zoning Compliance Letter
Planning Document Charges:	
50	General Plan
51	General Plan Map
52	Zoning Maps
53	Zoning Ordinance

54	Penalty of Returned Checks
55	Housing Element
56	Subdivision Ordinance
57	Adopted Design Review Guidelines
58	General Plan Update EIR
59	General Plan Update

Engineering	
Fee Description	
1	Copies
2	Documents (36" wide paper)
3	Document (18" wide paper)
4	Construction Bid Packages
5	Parcel Map Waiver
6	Minor Subdivision Map Check
7	Major Subdivision Map processing fee - Base Fee
8	Subdivision Improvement Plan Check
9	Subdivision Improvement Inspection (\$0-\$500k)
10	Subdivision Improvement Inspection (\$500,001 - \$5M)
11	Subdivision Improvement Inspection (> \$5 million)
12	Encroachment Plan Check - Simple
13	Encroachment Inspection - Simple
14	Encroachment Permit Plan Review
15	Encroachment Permit Inspection
16	Grading Plan Review
17	Grading Inspection
18	Development Agreement Preparation
19	Right-of-Way Easement Aband/Vac
20	Address Change/New Add.
21	Street Name Change
22	Flood Zone Verification
23	Transportation Permit (2-day permit)
24	Transportation Permit (Annual)
25	Plan Check - Single Parcel (SF)
26	Inspection - Single Parcel (SF)
27	Plan Check - Single Parcel (MF)
28	Inspection - Single Parcel (MF)

29	Plan Check - Single Parcel (Acreage)
30	Inspection - Single Parcel (Acreage)
31	Final Map Mylar Deposit
32	As Built Mylar Deposit
33	Sewer Inspection Deposit
33A	Storm Drain Inspection Deposit
34	Geographical Information System (Residential - Base)
35	Geographical Information System (Commercial)
NPDES Plan Review (SWPPP and/or C.3 Storm water Control Plan)	
36	10,000 sf to 1 acre or Risk Factor 1
37	>1 acre or Risk Factor 2 and 3
38	NPDES Inspection Risk Factor 1
39	NPDES Inspection Risk Factor 2 and 3
40	Work Without Permit Investigation
Engineering Document Charges	
41	Water Master Plan
42	Waste Water Master Plan
43	CIP (Capital Improvement Project)
44	Grading Erosion Sediment Ordinance
45	City's Specs and Details (Pkg. of 2)
46	City's Specs (Pkg. of 1)
47	City's Detail (Pkg. of 1)
Impact Fees	
48	Water Connection (Facility Reserve Fee)
49	Sewer Connection (Facility Reserve Fee)
50	Regional Traffic Mitigation Fee
51	Pittsburg Traffic Mitigation Fee
52	In-Lieu Parkland Dedication Fee

Public Works - Water Service Charges

Fee Description	
1	New Utility Account Set-up
2	Meter Shut Off/Meter Turn On
3	Meter Shut Off (Meter locked)/Meter Turn On
4	Meter Shut Off (Meter pulled)/Meter Turn On
5	Meter Tampering fee (No active account)
6	After hours turn-ons
7	Verify meter reads
8	Fire hydrant meter - check or field read
9	Field test - water meter (up to and including 2" - from front hose bib)
10	Remove and test - water meter: 5/8" to 1"
11	Remove and test - water meter: 1 1/2" to 2"
12	Test - water meter > 2" and all others not listed
13	Sewer Back-up (customer's lateral)
14	Bacteriological Testing - first
15	Bacteriological Testing - additional
16	New Hydrant Account Set-up
17	NSF
18	ACH Reject
19	Credit Card Fraud
20	Write-off/Collection Processing
21	Meter Replacement
22	Trip Charge

2920023.2

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Recommending City Council	)	Resolution No. 10085
Approval of: 1) a Development Agreement;	)	
2) Plans to Construct a 62-Unit, Two-Story	)	
Apartment Complex; 3) a Fence Height	)	
Exception; and 4) a Freestanding	)	
Monument Sign for, "Edgewater	)	
Apartments, AP-17-1228 (DA, DR, FE,	)	
SR)."	)	

The Planning Commission DOES RESOLVE as follows:

Section 1. Background

- A. On February 17, 2017, Kris Kamerzell of Discovery Builders, Inc., filed Development Agreement, Design Review, Fence Height Exception, and Sign Review Application No. 17-1228, requesting approval of a development agreement and plans to construct a 62-unit, two-story apartment complex on a vacant, 4.42-acre parcel located along the east side of Carion Court, across from Martin Luther King Jr. Junior High School. The applicant is also requesting approval of a fence height exception to establish a six-foot tall fence within the required front yard and an approximately five and one-half-foot-tall freestanding monument sign at the entrance of the project. The property is within the RM (Medium Density Residential) District. Assessor's Parcel Number: 073-190-033.
- B. On September 16, 2013, the City Council adopted Resolution No. 13-12039, adopting a mitigated negative declaration (MND) and mitigation monitoring program, and amending the General Plan Land Use designation of the 4.4-acre project site from *Business Commercial* to *Medium Density Residential*.
- C. On October 21, 2013, the City Council adopted Ordinance No. 13-1378, re-zoning the subject site from CS-O (Service Commercial with an Overlay) to RM District.
- D. The proposed project is governed by the applicable goals and policies of the Pittsburgh General Plan, the Pittsburgh Municipal Code (PMC), and the City's Design Review and Development Guidelines adopted by Planning Commission through Resolution No. 9864.
- E. Pursuant to PMC section 18.06.060, an applicant may request that two or more applications for separate discretionary approvals requested or required in conjunction with a project be consolidated.

- F. This project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 32, "In-Fill Development Projects" of the state CEQA Guidelines, section 15332.
- G. On Friday, January 12, 2018, in accordance with Government Code section 65091, and PMC section 18.14.020.C and F, a "Notice of Public Hearing," for the January 23, 2018, public hearing on this item was published in the East County Times; was posted at City Hall; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice.
- H. On January 23, 2018, the Planning Commission held a public hearing on Development Agreement, Design Review, Fence Height Exception, and Sign Review Application No. 17-1228, at which time oral and/or written testimony was considered.

Section 2. Findings

- A. Based on the Planning Commission Staff Report entitled, "Edgewater Apartments, AP-17-1228 (DA, DR)," 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. This project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 32, "In-Fill Development Projects," of the state CEQA Guidelines, section 15332. In order to ensure significant negative effects related to traffic, noise, air quality, water quality, and utility and public services do not occur, the project (as proposed) includes the following components: 1) the developer will install a high visibility crosswalk and overhead pedestrian crossing sign with flashing beacons, extending from the project entrance to the school located across Carion Court; 2) all units will be provided heating and air conditioning so windows may be kept closed at the discretion of occupants, and all recommendations from the acoustical study prepared for the project will be incorporated into building and site design; 3) the developer will comply with Bay Area Air Quality Management District (BAAQMD) basic construction mitigation measures; and 4) the developer will reimburse the City for costs of completing a model/study to determine potential increases in wastewater flows, and increase pipe sizes as

needed. Additionally, the proposed development agreement will require the developer annex into community facilities districts to fund public safety, fire, and stormwater services.

Development Agreement:

3. The proposed development agreement is consistent with General Plan, specifically: policy 3-P-1, in that it requires the developer construct C.3 facilities within an off-site location to ensure adequate provision of public stormwater facilities and infrastructure; policies 3-P-16, 3-P-17, 4-P-83, 7-P-39, and 7-P-42, in that it requires the developer complete the sidewalk along the west side of Loveridge Road from California Avenue to the driveway of Praxair to allow additional pedestrian movement and the establishment of a bus stop; and policies 8-P-1, 8-P-2, and 8-P-11, in that it requires payment of fees to help the City meet its park and recreation facility standards.
4. The proposed development agreement will promote the public health, safety, and general welfare in that it requires the developer to: a) construct a minimum ¼-mile pedestrian trail within the stormwater basin at the northern end of Carion Court; b) pay to the City \$9,000 per year, for up to five years, to develop a bike share station near the project site; c) pay fees to finance unmet local and regional traffic improvement needs; d) construct or participate in the funding of offsite stormwater facilities; e) fund the installation of a camera surveillance system in the area; f) annex the project site into the City's Lighting and Landscaping District; g) annex the project site into the City's Community Facilities District (CFD) 2007-1 for park maintenance; h) annex the project site into the City's CFD 2016-1 for maintenance of stormwater facilities; and i) annex the project site into the City's CFD 2004-1 for police and other emergency services.

Design Review:

5. The structures conform with good taste, good design and in general contribute to the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality, in that the proposed project features several architectural design elements intended to provide visual interest and break up large expanses of blank walls, including round river rock siding along the lower portion of the building and blue tile accents, as well as a fitness room. As part of the proposed development agreement, the project will also provide a minimum 1/4-mile pedestrian recreation trail within the proposed C.3 facility, which offers residents an additional recreational amenity.
6. The structures will be protected against exterior and interior noise, vibrations and other factors which may tend to make the environment less

desirable, in that the developer has had a noise and vibration assessment prepared, which has specified measures that have been included as part of the proposed project to ensure acceptable interior and exterior noise levels are obtained, as applicable. In addition, the project includes heavy landscaping along the northern project boundary in order to provide an extra level of attenuation for noises coming from adjacent uses.

7. The exterior design and appearance of the structures are not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance. The proposed project features several architectural design elements intended to provide visual interest and break up large expanses of blank walls, including round river rock siding along the lower portion of the building and blue tile accents, as well as a fitness room.
8. The structures are in harmony with proposed developments on land in the general area, in that the proposed project utilizes a more neutral color palate which will allow the proposed development to harmonize and connect the various styles of existing development in the area.
9. The project will conform with the city adopted Development Review Design Guidelines (DRDGs), specifically sections I.a, I.I, II.h, III.b, VI.C.1, VI.C.3, VI.C.4, and VI.C.7, if conditions are added to require: 1) the developer install faux stone building treatments on all sides of the clubhouse below the decorative stucco trim piece, and that all trim details be extended to all adjacent sides of the building or architectural features to which they are attached; 2) air conditioning units and other utilities be undergrounded or substantially screened from public view; 3) all carports visible from the public right-of-way or the commercial center to the south be designed with a pitched roof and finished with roofing materials similar to those used on the main dwelling units; 4) prewiring for solar panels is provided on all new carports and garage roofs; and 5) installation of a high-visibility crosswalk with flashing beacons between the project site and Martin Luther King Jr. Junior High School.

Fence Height Exception:

10. The proposed fence will not infringe upon the light, air circulation, or visual openness of the subject property or surrounding properties, in that the fence structure will be comprised of six-foot tall visually permeable panels of 3/4-inch metal tubular steel pickets with 4-inch spacing between, allowing light and air to pass through, and will provide visual openness between the apartments and the street. Additionally, the proposed fence for which the exception is requested will not be adjacent to any other properties, and will therefore not infringe upon the light, air circulation, or visual openness of surrounding properties.

11. The proposed fence, as designed, will not detract, impair or destroy the characteristics of the established area, in that the proposed fence being legalized as part of this approval is existing, and will be aesthetically-enhanced through the installation of landscaping along the interior side of the fence.
12. The proposed fence will not be detrimental to the health, safety, or welfare of persons residing or working in or adjacent to the area or neighborhood of such structure, in that the height and placement of the fence will deter trespassers from entering the property and engaging in illegal activity. The visually open style of the fence structure will also deter graffiti, as it cannot easily be applied to open surfaces. In addition, the open design of the fence will facilitate "eyes on the street," thereby promoting the health, safety and welfare of those citizens occupying the dwellings on site, as well as pedestrians in the general vicinity.

Sign Review:

13. The proposed freestanding sign is appropriate for this location in that the sign is intended to identify the proposed apartment complex and marks the main entry point to visitors and residents. In addition, the proposed monument sign is consistent with DRDG section II.a, which calls for entry monuments for new residential uses, as appropriate.
 14. The proposed freestanding sign has been attractively designed and adequately engineered, and a condition of approval will require the final design of the sign not exceed the maximum height or sign area requirements for the particular land use and location.
 15. The proposed freestanding sign will be located in a permanently maintained landscaped area, will not encroach into the public right-of way, and will not be located in an area that will create sight distance problems.
- B. The staff report entitled, "Edgewater Apartments, AP-17-1228 (DA, DR)," dated January 23, 2018, is referenced hereto as additional support for the findings.

Section 3. Decision

Based on the findings set forth above, the Planning Commission hereby recommends City Council take the following actions:

- A. Adopt an ordinance approving a development agreement as substantially presented in Exhibit "A" of this resolution; and
- B. Adopt a resolution approving Design Review, Fence Height Exception, and Sign Review Application No. 13-932, subject to the following conditions:

1. The project shall be constructed in substantial conformity with the project plans date stamped August 25, 2017, except as hereinafter may be modified.
2. As specified within the development agreement for the project, Developer shall participate in the Crime Free Multi-Housing Program offered by the Pittsburgh Police Department.
3. As specified within the development agreement for the project, all renters shall sign a disclosure acknowledging the types of industry that exist in the immediate area, and that fact that those or similar industries will potentially continue operating as they have in perpetuity. The final disclosure language shall be submitted to the Planning Division for review and comment by the City Attorney prior to issuance of a building permit. The developer shall agree to reimburse the City for all costs associated with the City's review of all waivers and/or acknowledgments.

Design Review:

4. The site shall be kept clean and free of all litter, debris and refuse, and all landscaping on site shall be kept weed free and maintained in a healthy condition.
5. The first-floor exterior of each proposed building shall be painted a different color than the second floor. Final color choices shall be approved by the Planning Division prior to the issuance of a building permit.
6. All downspouts shall be incorporated into the façade of the building.
7. Shrubs with a mature height of four feet or greater shall be planted at the base of each ground floor utility screen.
8. All guardrails shall be metal and finished in a black color. The final design shall be approved by the Planning Division prior to the issuance of a building permit.
9. All portions of the clubhouse below the stucco trim piece shall be finished with stone veneer, subject to review and approval by the Planning Division prior to the issuance of a building permit.
10. All base trim details (including brick or stone veneer or stucco pop-outs) shall extend to all adjacent sides of the building or architectural features to which they are attached.

11. Parking stalls along the west side of the clubhouse, adjacent to the width of the proposed entry drive off Carion Court, shall be eliminated and replaced with a landscaped planter. Final design of the parking and landscaped area shall be subject to approval by the City Engineering Division.
12. The proposed entry monument sign shall be sized to meet the requirements of Pittsburg Municipal Code (PMC) Title 19. The final sign design and location of the entry monument sign shall be approved by the Planning Division prior to the issuance of a building permit.
13. The recesses of the proposed columns on either side of the monument sign shall contain inlay tiles matching the proposed sign face.
14. The turn-around shunt shall be modified to allow vehicles to complete a full U-turn. Final design of the shunt shall be subject to approval by the City Engineering Division.
15. The developer shall provide one additional trash enclosure along the eastern side of the proposed project, between the two northern-most garage buildings.
16. The access gate located near the southeast corner of the project site shall be made available Monday through Friday for tenant entry and exit between the hours of 7:00-9:00 a.m. and 1:00-4:00 p.m., at a minimum. The developer shall ensure signs are posted near the gate identifying the hours of gate operation.
17. All perimeter crosswalks installed throughout the project site shall be comprised of decorative pavers or stamped and colored concrete. The final design and of all crosswalks shall be subject to approval by the Planning Division prior to issuance of a building permit.
18. Decorative metal accent lighting shall be installed near each unit entry door and along the outside of the clubhouse and garages shall be decorative. Final design of the lighting fixtures shall be subject to review and approval by the Planning Division prior to the issuance of a building permit.
19. The developer shall provide a lighting and photometric plan showing the location, type, and design of all outdoor lighting including but not limited to exterior building lighting (fixed and freestanding), lights for pedestrian and/or automobile circulation, security, landscaping, and building accents. All pedestrian pathways throughout the site shall include pedestrian scale lighting fixtures not to exceed 15 feet in height, including concrete

footings. Final pathway lighting design and placement shall be subject to review and approval by the Planning Division prior to installation.

20. Prior to issuance of a certificate of occupancy for each building, the developer shall install minimum six-inch high block style numbers at two points on each building façade for purposes of address identification. The numbers shall be in a color that is contrasting to the background surface to which they are adhered and shall be readily visible from the closest parking lot aisle.
21. A minimum of 10 bicycle parking spaces shall be provided for residents and/or guests. The bicycle rack(s) may be covered by a shelter. The design, color and proposed location of the racks shall be reviewed and approved by the Planning and Engineering Divisions prior to issuance of a building permit. One permanent wall mounted bike storage system shall be provided inside of each garage unit for use by residents.
22. The developer shall install a minimum of one bollard-style self-service bicycle repair station adjacent to the required bicycle parking facilities to allow residents to perform basic repairs and maintenance. The final location and design of the bicycle repair station shall be subject to review and approval by the Planning Division prior to installation.
23. The following carports shall be designed with a pitched roof and finished with roofing materials similar to those used on the main dwelling units:
 - a. The western-most carport along the northside of proposed Building B;
 - b. The carport directly south of the clubhouse and open space area;
 - c. The carport closest to the proposed emergency vehicle access gate.
24. The developer shall install a minimum of two (2) electric vehicle charging stations, and prewiring for an additional 10 electric vehicle charging stations.
25. All carport roofs shall be equipped with prewiring for solar collector or photovoltaic panels.
26. All building roofs shall be equipped with prewiring for solar collector or photovoltaic panels.
27. All utility equipment, including utility boxes, transformers, meters, and junction boxes shall be undergrounded whenever possible (see Condition No. 63, below). All air conditioning units (in private and common areas) and utility equipment which cannot be undergrounded shall be

substantially screened from view by way of a permanent screen or appropriately sized plant material (City of Pittsburgh DRDG II.h and III.a). The final method and design of the screening shall be reviewed and approved by the Planning and Engineering Divisions prior to issuance of an engineering or building permit.

28. The project shall incorporate the most recent acceptable best management practices for water-efficient landscape design, consistent with PMC section 18.84.310. Prior to issuance of a building permit, the developer shall submit a detailed landscaping and irrigation plan and other documentation as required by the state model water efficient landscaping ordinance or other local water efficient landscaping ordinance in effect at the time the developer applies for a building permit. Prior to issuance of the final certificate of occupancy, the developer shall complete and submit all certifications confirming that the landscaping and irrigation were installed in compliance with the approved detailed landscaping and irrigation plan, as required pursuant to the applicable ordinance in effect at the time the developer applies for a building permit.
29. All trash enclosures shall include a roof and gate constructed to city design standards, and shall be stucco-finished and painted to match the main apartment buildings and/or garages on site. Final design shall be subject to review and approval by the Planning Division prior to the issuance of a building permit.
30. All trash enclosures shall be sized in order to meet the requirements of Assembly Bill (AB) 341. Final design shall be subject to review and approval by the Planning Division prior to the issuance of a building permit.
31. Trash enclosures shall be constructed with a low berm at their entrances or its interior floor shall be sloped slightly so as to prohibit waste liquids from discharging out of the enclosure and entering a storm drain. Storm drains shall not be located within the drainage area of the enclosure.
32. The developer shall label all onsite storm drains with "No Dumping Drains to River" stencils or other medium and similar message approved by the Planning Division.
33. The project shall comply with the following Bay Area Air Quality Management District (BAAQMD) basic construction mitigation measures:
 - a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.

- b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
 - c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
 - d. All vehicle speeds on unpaved roads shall be limited to 15 mph.
 - e. Building pads shall be laid immediately after grading unless seeding or soil binders are used.
 - f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage informing workers of this provision shall be provided for construction workers at all access points.
 - g. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
 - h. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.
34. High efficiency panel filters shall be installed in the HVAC systems in all of the residential units located within the proposed complex. Specifically, ASHRE Standard 52.2-certified air filters with a Minimum Efficiency Reporting Value (MERV) of 13 shall be installed to capture a significant portion of the diesel particulate matter thus minimizing the concentration of particulate matter and other air contaminants from inside the building. The management company shall also provide documentation to all renters on the necessity for proper maintenance in changing the filters in accordance with manufacturer's recommendations, and shall replace filters in each unit annually.
35. All units developed as part of this project shall be provided with heating and air conditioning so that windows may be kept closed at the discretion of occupants. All recommendations from the acoustical study prepared June 6, 2017, shall be incorporated into building and site design and submitted to the City for approval prior to issuance of a building permit.

36. To mitigate the potential hazards related to pedestrians crossing Carion Court and in accordance with recommendations set forth in the Safe Routes to Schools, a high visibility crosswalk and overhead pedestrian crossing sign with flashing beacons that shall be pedestrian-activated by an automatic detector or push button shall be installed from the project entrance to the school located across Carion Court. The final design and location of the crosswalk shall be determined by the City Engineer prior to issuance of a building permit.
37. The developer shall pay for the City's Consultant to prepare a model run/study analyzing the capacity of the downstream collection facilities and shall increase the pipe size(s) if required to accommodate the increased flows. The study shall be submitted to and approved by the City of Pittsburg Engineering Division. All upgrades and utility improvements shall be included on the Improvements Plans for the project, and shall be built by the developer prior to occupancy of the first dwelling unit in the project.

Development fees due payable to the Engineering Division:

38. Fifty percent (50%) of these total fees are to be paid with the initial submittal of plans and Engineer's Cost Estimate. These fees are based on the Engineer's estimated costs for site improvements and grading. The Improvement Plan Check fee is 6% of the cost of the improvements. The Grading Plan Check Fee is 2.5% of the cost for grading, or may be based upon cubic yards of earth disturbance. These initial payments will be credited towards the final fees as determined at engineering permit.
39. The developer shall pay the Improvement and/or Grading Inspection Fee(s) to the Engineering Division at when the Single Parcel Development Permit is issued. The current Improvement Inspection Fee is 5.75% of the estimated cost for improvements. The Grading Inspection Fee is 3% of the estimated cost of Grading. The Grading Inspection Fee may also be based upon an approved Engineer's Estimate of total cubic yards, according to the current schedule of Grading Fee Charges.
40. The developer shall pay the City of Pittsburg Facilities Reserve Charge (PMC Chapters 13.08, 13.12 and 13.24) (the "FRC") to the Engineering Division, for water and sewer service in the amounts in effect when the developer obtains a Building Permit. The developer understands that the current FRC on file, effective August 20, 2005, shall be paid in accordance with the fee schedule approved by Resolution No. 05-10290, and amended by Resolution No. 12-11778, on February 21, 2012, a copy of which is available at the City. The FRC shall be paid to the Engineering Division prior to the issuance of a Building Permit.

41. The developer shall fulfill their financial obligations with regard to the Local Transportation Mitigation Fee (PMC Chapter 15.90) (the "LTMF"), in accordance with the provisions of the Memorandum of Understanding originally approved on January 19, 1993, amended on December 4, 2000, February 4, 2002, and June 4, 2003. The developer shall pay the LTMF when obtaining a building permit, or provide the City with bonds for LTMF at the rate in place at the time of Building Permit issuance. The developer understands that the LTMF currently on file is \$7,786 per single-family dwelling unit. The developer further understands that the LTMF is reviewed and adjusted annually to the current Construction Cost Index (CCI) and may be increased at the City Council's discretion based on revised cost estimates for roadway and transit facilities and other factors that demonstrate an increase is needed to offset traffic impacts caused by new development.
42. The developer shall pay the Pittsburgh Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.103) (the "PRTDIM") amount in effect when the developer obtains a Building Permit. The RTDIM will be automatically increased or decreased on January 1 of each year based on the percent change in the Engineering News-Record Construction Costs Index – San Francisco Bay Area between September 1 and September 1 of the preceding two calendar years. Fees shall be paid prior to issuance of a Building Permit. If no Building Permit is required, then the fees are payable in the amount in effect when the project commences pursuant to PMC Section 15.103.
43. The developer shall pay an In-Lieu Parkland Dedication Fee equivalent to providing 5 acres of park area per one thousand persons residing within the new development and shall be based on the fair market value of developed parkland, or as established with separate agreement as approved by the City Engineer. This fee is due payable prior to issuance of a Building permit.
44. The developer shall pay \$100 per residential dwelling unit for updating the City Geographic Information System (GIS) at the time the site development permit is issued.
45. If additional engineering studies are deemed necessary by the City Engineer, i.e. geotechnical, structural, hydraulic, etc., or expedited reviews are requested by the developer, the developer shall pay for all costs related to the extra work. The costs may include the preparation of special studies, additional staff time, and/or reviews of the special studies if studies are prepared by the developer's engineer.

Submittals to be made to the Engineering Division for review:

46. The developer shall submit to the City's Engineering Division, for review and comment, five (5) copies of the engineering plans, prepared by a registered civil engineer, to include but not be limited to the following:
 - A Site Plan
 - A Grading and Drainage Plan
 - A Utilities Plan
 - A Landscaping and Irrigation Plan
 - An Erosion and Sedimentation Control Plan
 - Offsite Improvements due to Project Impacts
47. The developer shall submit a current geotechnical report that supports the design features incorporated into this project including, but not limited to, grading activities, compaction requirements, utility construction, slopes, retaining walls, and roadway sections. The geotechnical report shall be submitted to the Engineering Division for review prior to the approval of any civil plans and issuance of the Site Development Permits.

General Engineering Conditions

48. All grading work shall be done in accordance with the provisions of Chapter 15.88 of the Pittsburg Municipal Code.
49. All site development shall comply with Title 12 (Streets, Sidewalks, and Utilities), Title 13 (Water and Sewers), and Title 15 (Buildings and Construction) of the Pittsburg Municipal Code as determined by the City Engineer. Issuance of a Site Development Permit will be required whereby specific engineering requirements will be made as conditions of approval.
50. All public and pedestrian facilities shall be designed in accordance with Title 24, Handicap Access, and the California Department of State Architect's standards for accessibility compliance.

General NPDES Conditions:

51. The developer shall incorporate long-term best management practices (BMP's) for the reduction or elimination of storm water pollutants. The project design shall incorporate wherever feasible, the following long term BMPs to

limit pollutant generation, discharge, and runoff. Such source control design measures may include:

- Incorporating landscaping that minimizes irrigation and runoff, promotes surface infiltration where possible, minimizes the use of pesticides and fertilizers, and incorporates appropriate sustainable landscaping practices;
- Providing covered trash, food waste, and compactor enclosures;
- Use pavers for walkways and other appropriate hardscape surfaces as an option to buyers to minimize impervious areas;
- Minimizing the amount of directly connected impervious surface area;
- Stenciling all storm drains with “No Dumping, Drains to Delta” permanent markings;
- Constructing concrete driveway weakened plane joints at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter; and/or
- Plumbing of the following discharges to the sanitary sewer, subject to Delta Diablo Sanitation District’s authority and standards: discharges from outdoor covered wash areas for vehicles, equipment, and accessories; and fire sprinkler test water, if discharge to onsite vegetated areas is not a feasible option.

52. The developer shall execute an agreement with the City regarding the construction of the off-site bioretention facility located to the north of the project site, at the end of Carion Court. Submittal of grading and/or building plans shall be consistent with the approved Stormwater Control Plan for the bioretention facility. The plans shall include drawings and specifications necessary to implement all measures in the approved Stormwater Control Plan. A copy of a completed “Construction Plan C.3 Checklist”, as described in the *Stormwater C.3 Guidebook, current edition* shall be included. Grading and/or building permits, shall not be issued until this condition is met to the satisfaction of the Engineering and Planning Divisions.
53. Site Development Plans (including structural, mechanical, architectural, grading, drainage, site, landscape, and other drawings) shall show the details and methods of construction for site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent stormwater control BMPs, and other features that control stormwater flow and potential for stormwater pollutants.

General Engineering Conditions Regarding Utilities:

54. The developer shall evaluate the existing, receiving storm, sewer, and water facilities for adequate capacity and provide the results to the City to identify any service or supply problems. The cost for installation of additional facilities required to be constructed to accommodate the project shall be borne by the developer.
55. The design and construction of storm drain, water, and sewer facilities shall be in accordance with Section 17.28.020 of the Pittsburgh Municipal Code.
56. The developer shall provide appropriate water service, adequately sized to meet the domestic and fire protection demands for the project.
57. The developer shall relocate portions of the existing waterlines which are currently located in the proposed bioretention facility.
58. The developer shall provide adequate backflow assembly for the project to protect the City's water conveyance system. Easements shall be provided to the City for maintenance of water service meters.
59. The developer shall provide appropriate sanitary sewer, adequately sized to accommodate the project's wastewater demand.
60. In accordance with PMC section 12.36.130, "Underground utilities for new construction," the developer shall ensure that all utility service laterals and equipment (including, but not limited to, electric, communication and cable television lines) installed in and for the purpose of supplying service to any other new construction or use shall be installed underground on the property to be served, and from the property to be served to the point of connection with the utility's distribution facilities, in accordance with utility filed rules as approved by the California Public Utilities Commission."

Landscaping Located Within the Public Right-of-Way:

61. The developer shall design the landscaping within the areas of public right of way in accordance with the provisions of Section 18.84.320 of the Pittsburgh Municipal Code, and current standard details dated May 2007.

Additional Engineering Exactions:

62. The property owner shall deliver written approval in a manner acceptable to the Community Development Director, that the owner of the parcel is electing to annex the subject property into the 2005-1 Community Facilities District (CFD 2005-1) for Public Safety Services, prior to the issuance of any building or engineering permits. Community Facilities District 2005-1 is for Public Safety Services, and the fee will provide funding for an increase of police

coverage in the area. The rate of the CFD 2005-1 fee is subject to City Council Resolution No. 05-10342.

63. The property owner shall deliver written approval in a manner acceptable to the Community Development Director, that the owner of the parcel is electing to annex the subject property into the 2007-01 Park Maintenance Community Facilities District (CFD 2007-1), prior to the issuance of any building or engineering permits. Community Facilities District 2007-1 is for Park Maintenance. The rate of CFD 2007-1 fee is subject to City Council Resolution No. 07-10698.
64. The property owner shall deliver written approval in a manner acceptable to the Community Development Director, that the owner of the parcel is electing to annex the subject property into the 21017-1 Fire Facilities and Fire Safety and Emergency Services Community Facilities District (CFD 2017-1), prior to the issuance of any building or engineering permits. Community Facilities District 2017-1 is for Fire Facilities and Fire Safety and Emergency Services. The rate of the CFD 2017-1 fee is subject to City Council Resolution No. 17-13311.

Standard Conditions:

65. The developer shall comply with all the requirements of the Community Development Department, Contra Costa County Fire Protection District, Delta Diablo Sanitation District, and all other applicable local, state and federal agencies.
66. The Standard Conditions of Development as adopted by the Pittsburg Planning Commission by Resolution No. 8931 shall apply as conditions of approval for this project as applicable. Where there is conflict between the Standard Conditions of Development and the specific conditions of approval specified in this resolution, the specific conditions of this Resolution No. 10060 shall govern.
67. Developer agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person challenging the validity of this project approval, subsequent project approval, or other action arising out of, or in connection with, this project approval. The parties shall cooperate in defending such action or proceeding. The parties shall use reasonable efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel at developer's sole cost and expense. Developer may select its own legal counsel to represent developer's interests at developer's sole cost and expense. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement to City on a monthly basis. Such costs shall

include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent responding to and defending the claim, action or proceeding.

68. This design review approval will expire on January 23, 2021, unless a building permit or grading permit has been issued for purposes of construction of this project, or a written request for an extension is filed with the Planning Division prior to the expiration date and is subsequently approved by the Planning Commission. The approval shall be valid for no more than six months from the date of permit issuance, unless work is commenced and diligently pursued prior to the expiration of the permit.

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner Croskey, seconded by Commissioner Foster, the foregoing resolution was passed and adopted the 23rd day of January, 2018, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES: Coniglio, Croskey, Foster, Gargalikis, Robinson, Ward

NAYES:

ABSTAIN:

ABSENT:

I hereby certify that the above Resolution No. 10085 was adopted by the Planning Commission of the City of Pittsburg on January 23, 2018.



KRISTIN POLLOT, AICP, SECRETARY
PITTSBURG PLANNING COMMISSION

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Sunnyside Pittsburg, LLC
4061 Port Chicago Hwy., Ste. H
Concord, CA 94520
Attention: Legal Dept.

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attention: City Clerk

(Space Above This Line Reserved For Recorder's Use)

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF PITTSBURG, CALIFORNIA
AND
SUNNYSIDE PITTSBURG, LLC
(Edgewater Apartments)**

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of the Effective Date between SUNNYSIDE PITTSBURG, LLC, a California limited liability company ("**Developer**"), and the CITY OF PITTSBURG, a California municipal corporation ("**City**"), pursuant to California Government Code § 65864 *et seq.* The Effective Date is , 2018.

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted California Government Code § 65864 *et seq.*, which authorizes City to enter into an agreement with any person having a legal or equitable interest in real property regarding the development of such property.

B. Pursuant to California Government Code § 65865, City has adopted procedures and requirements for the consideration of development agreements (Resolution No. 89-7466). This Development Agreement has been processed, considered and executed in accordance with such procedures and requirements.

C. Developer has a legal interest in certain real property consisting of approximately 4.42 acres, as more particularly described in the **Exhibit A** attached hereto (the "**Property**" or "**Project**"), and as diagrammed in the attached **Exhibit A-1** (the "**Project Site**").

D. On September 16, 2013, the City Council approved Resolution No. 12039, changing the General Plan land use designation for the Property from Business Commercial to Medium Density Residential. On October 21, 2013, the City Council adopted Ordinance No. 13-1378 amending the zoning for the Property from Service Commercial with an Overlay District to Medium Density Residential District.

E. On February 17, 2017, Developer filed applications with the City requesting to obtain design review, fence height exception, and sign review approval for a sixty-two unit apartment complex on the Project Site, as well as related amenities. On January 23, 2018, the Planning Commission, at a duly noticed public hearing, adopted Resolution No. 10085 recommending approval of design review and a Development Agreement for the Project.

The design review, fence height exception, and sign review approvals and development agreement policies described in these Recitals, together with this Agreement, are collectively referred to herein as the "**Project Approvals**."

F. City has determined that the Project presents certain public benefits and opportunities which are advanced by City and Developer entering into this Agreement. This Agreement will, among other things, require conditions of approval and other exactions resulting in:

1. The inclusion of the Project Site into the City's existing Community Facilities District 2007-1 and the Citywide Lighting and Landscape District No. 88-01, at no cost to the City, in order to provide funding for certain landscape and lighting costs, as set forth in Section 5.05 of this Agreement.

2. The inclusion of the Project Site into the City's existing police services Community Facilities District 2004-1, at no cost to the City, in order to provide for police and other emergency services to the Project Site, as set forth in Section 5.06 of this Agreement.

3. The inclusion of the Project Site into a community facilities district formed by the City to help fund specified improvements and/or services to the Contra Costa Fire Protection District, as set forth in Section 5.07 of this Agreement.

4. The inclusion of the Project Site into the City's existing Community Facilities District 2016-1, at no cost to the City, in order to provide funding for the continuous maintenance of certain on-site project and off-site stormwater treatment facilities as set forth in Section 5.05 of this Agreement.

5. Payment of an In-Lieu Parkland Dedication Fee in order to fund the development of public park facilities, as set forth in Section 5.08 of this Agreement.

G. In exchange for the benefits to City described in the preceding Recital F and others set forth herein, Developer will receive by this Agreement assurances that it may proceed with the long term phased development of the Project in accordance with the "Applicable Law" (defined herein), and therefore desires to enter into this Agreement.

H. The City Council, after conducting a duly noticed public hearing, has found that this Agreement is consistent with the General Plan and has conducted all necessary proceedings in accordance with the City's rules and regulations for the approval of this Agreement.

I. The City Council, on [REDACTED], 2018, at a duly noticed public hearing adopted Ordinance No. 18-[REDACTED], approving and authorizing the execution of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and obligations set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

"**Administrative Agreement Amendment**" shall have that meaning set forth in Section 7.02 of this Agreement.

"**Administrative Project Amendment**" shall have that meaning set forth in Section 7.01 of this Agreement.

"**Agreement**" shall mean this Development Agreement.

"**Applicable Fees**" shall have that meaning set forth in Section 3.04 of this Agreement.

"**Applicable Law**" shall have that meaning set forth in Section 6.03 of this Agreement.

"Buildout" shall mean the City's issuance to Developer of the last certificate of occupancy required for any portion of the Project Site.

"CEQA" shall mean the California Environmental Quality Act.

"Changes in the Law" shall have that meaning set forth in Section 6.07 of this Agreement.

"City" shall mean the City of Pittsburg, a California municipal corporation.

"Complaining Party" shall have that meaning set forth in Section 10.01 of this Agreement.

"Day" or **"days"** shall mean calendar day or calendar days.

"Default Notice" shall have that meaning set forth in Section 10.01 of this Agreement.

"Defaulting Party" shall have that meaning set forth in Section 10.01 of this Agreement.

"Deficiencies" shall have that meaning set forth in Section 9.02(a) of this Agreement.

"Developer" shall mean Sunnyside Pittsburg, LLC, a California limited liability company.

"Effective Date" shall have that meaning set forth in Section 2.01 of this Agreement.

"Fair Share" shall mean the proportionate share which the Developer, or other party, shall bear of the improvement, facility, or structure which is providing service to the Project, Developer or other party. The term "fair share" or similar terms used herein are not intended by the parties to this Agreement to impose a different or higher burden of proof on the City as to its fees, charges, or other exactions, than exists under applicable State or federal law.

"Funding Mechanisms" shall have that meaning set forth in Section 3.08 of this Agreement.

"General Plan" shall have that meaning set forth in Recital H of this Agreement.

"Judgment" shall have that meaning set forth in Section 9.02(a) of this Agreement.

"LLD" shall have that meaning set forth in Section 5.05 of this Agreement.

"Non-Assuming Transferee" shall have that meaning set forth in Section 8.03 of this Agreement.

"Notice of Compliance" shall have that meaning set forth in Section 8.04 of this Agreement.

"Periodic Review" shall have that meaning set forth in Section 10.03 of this Agreement.

"Police Services District" shall have that meaning set forth in Section 5.06 of this Agreement.

"Project" shall have that meaning set forth in Recital C of this Agreement.

"Project Approvals" shall have that meaning set forth in Recitals A through E of this Agreement.

"Project Site" shall have that meaning set forth in Recital C of this Agreement.

"Public Improvements" shall have that meaning set forth in Article XI of this Agreement.

"Subsequent Approvals" shall mean those certain other land use approvals, entitlements, and permits other than the Project Approvals that are necessary or desirable for the Project. The Subsequent Approvals may include, without limitation, the following: amendments of the Project Approvals, design review approvals, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, subdivision maps, PD Plans, rezonings, development agreements, permits, resubdivisions, and any amendments to, or repealing of, any of the foregoing.

"Term" shall have that meaning set forth in Section 2.02 of this Agreement.

"Transfer Agreement" shall have that meaning set forth in Section 8.02(a) of this Agreement.

If any capitalized terms contained in this Agreement are not defined above, then any such terms shall have the meaning otherwise ascribed to them in this Agreement.

ARTICLE II EFFECTIVE DATE; TERM

Section 2.01 **Effective Date**. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective (the "**Effective Date**").

Section 2.02 **Term**. The term of this Agreement shall commence upon the Effective Date and continue for a period of ten (10) years (the "**Term**").

ARTICLE III OBLIGATIONS OF DEVELOPER

Section 3.01 **Obligations of Developer Generally**. The parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer's agreement to perform and abide by its long term covenants and obligations, as set forth herein. As material consideration for the long term assurances and vested rights provided by this Agreement and as a condition of approval to one or more of the Project Approvals, Developer agrees to each of the following:

Section 3.02 **Facility Reserve Charges**. Developer agrees to pay City's Facility Reserve Charges ("**FRC**") as set or modified by the City Council from time to time.

Section 3.03 **Water Infrastructure**. Developer shall comply with the 2015 Water System Master Plan, as amended.

Section 3.04 **Applicable Fees**. City may levy development fees and charges during the term of this Agreement relative to the development of the Project Site which are in force and effect as of the Effective Date, as more particularly described and according to the payment schedule set forth on **Exhibit B** ("**Applicable Fees**"). Unless otherwise provided in this Agreement, no development fees, or charges, or categories thereof, shall be imposed on the Project other than those fees (including categories within such fees), and charges identified as Applicable Fees on **Exhibit B**, which exhibit shall exclusively govern the Applicable Fee payment schedule. The parties agree that any and all Project development fees, charges or exactions related to schools, fire prevention, water, sewer, stormwater, and storm drainage facilities, which are to be paid by Developer directly to third-party governmental agencies, are not subject to or within the scope of this Agreement whether such third party charges exist or are subsequently imposed by such third parties, whether directly upon Developer or through City. This provision shall not be construed to benefit any Non-Assuming Transferees, as such term is defined in herein.

Section 3.05 **Applicable Fee Adjustments**. Developer shall pay fees and charges consistent with Section 3.04 above, and the applicable adjustments currently provided in such fees, and as modified from time to time by the City, whether such adjustment or modification is an increase or decrease. Developer retains the right to challenge the imposition of any new fees not referenced in this Agreement or the modification, amendment or adjustment of all Applicable Fees pursuant to Government Code § 66000 *et seq.*, not already authorized by ordinances, resolutions or policies in place at the time of this Agreement's execution. Should the City Council approve a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.

Section 3.06 **City Local Traffic Mitigation Fee**. Developer shall fulfill their financial obligations with regard to the Local Transportation Mitigation Fee (PMC Chapter 15.90) (the "LTMF"), in accordance with the provisions of the Memorandum of Understanding originally approved on January 19, 1993, amended on December 4, 2000, February 4, 2002, and June 4, 2003, with credit for certain improvements constructed by Developer per Section 4.04 below. The applicant shall pay the LTMF when obtaining a building permit, or provide the City with bonds for LTMF at the rate in place at the time of Building Permit issuance. The applicant understands that the LTMF currently on file is \$5,038 per medium density residential dwelling unit. The applicant further understands that the LTMF is reviewed and adjusted annually to the current Construction Cost Index (CCI) and may be increased at the City Council's discretion based on revised cost estimates for roadway and transit facilities and other factors that demonstrate an increase is needed to offset traffic impacts caused by new development. If the City Council approves a new AB 1600 fee study and/or authorize a decrease in any of the Applicable Fees during the term of this Agreement by ordinance or by resolution, Developer shall have the option, at its sole discretion, to pay the lower fee, as may be adjusted by the applicable CPI or ENR, unless otherwise bound by separate contract or memorandum of

understanding with City. In no event shall Developer receive retroactive adjustments for lower fees.

Section 3.07 **Regional Traffic Fee.** Developer shall pay the ECCRFA Regional Transportation-Development Impact Mitigation Fee (PMC Chapter 15.103) (the "RTDIM") amount in effect when the applicant obtains a Building Permit. The RTDIM will be automatically increased or decreased on January 1 of each year based on the percent change in the Engineering News-Record Construction Costs Index – San Francisco Bay Area between September 1 and September 1 of the preceding two calendar years. Fees shall be paid prior to issuance of a Building Permit. If no Building Permit is required, then the fees are payable in the amount in effect when the project commences pursuant to PMC Section 15.103.

Section 3.08 **Fees, Assessments and/or Taxes to be Paid by Developer.** Developer agrees to pay its fair share of any levies imposed by any assessment district, landscaping and lighting district, community facilities district, tax-exempt financing mechanisms, or other funding mechanisms related to public safety; traffic; sewer; water; fire; or other infrastructure improvements (including, without limitation, design, acquisition, construction and maintenance costs) (collectively, "**Funding Mechanisms**") within the Project Site, provided that such Funding Mechanism is referenced herein and/or was legally created pursuant to applicable law.

Section 3.09 **C.3 Facilities.** Developer shall construct the C.3 facilities (bioretention) offsite on land owned by the City, consistent with the direction of the City Engineer. Developer shall submit a complete Stormwater Control Plan and Report that is in compliance with the requirements set forth in the City's most current NPDES permit. The C.3 treatment facilities shall be adequately sized to treat the stormwater runoff from the associated drainage management areas. The offsite facility shall be constructed in accordance with the timeframe allowed for Alternate Compliance projects for provision C.3. Plans and supporting calculations shall be submitted to the Engineering Department for review prior to issuance of a grading permit. In addition, Developer agrees to annex into the 2016-1 CFD to fund the continuous operations and maintenance of the bioretention facility.

Section 3.10 **Security Improvements.** Developer shall pay to the City the actual cost incurred by City (not to exceed forty thousand Dollars (\$40,000)) towards funding the acquisition and installation of security camera(s) at the Project Site as well as within the proposed C.3 facility identified in section 3.09. The security cameras will be installed under the supervision of the City's Police Chief. Developer shall pay such costs within thirty (30) days of receipt of invoice.

Section 3.11 **Bike Share Station.** Developer shall pay to the City \$9000 per year, for three (3) years, beginning with the Effective Date of this Agreement. The City shall use these funds to develop a bike share station which, at the City's discretion, may be located on the same parcel as the C3 facilities serving the Project.

Section 3.12 **Sidewalk Relating to Bus Stop.** Developer shall install at its own cost: 1) an eight-foot-wide sidewalk along the west side of Loveridge Road, from the corner of California Avenue to the western edge of the driveway of Assessor's Parcel Number: 073-190-035; 2) a curb ramp at the eastern side of said driveway; and 3) two full trash capture devices for the two inlets at the northwest corner of Loveridge Road and California Avenue. The final

design of all improvements required under this section shall be subject to approval by the City Engineer and shall be designed and constructed to City Standards. The installation shall be completed prior to issuance of the final certificate of occupancy.

Section 3.13 **Offsite Recreational Amenities.** As part of the development of the proposed C.3 facility referenced in section 3.09, Developer shall install at its own cost, at a minimum, the following improvements to Assessor's Parcel Number 073-190-012: 1) a six-foot wide multiuse trail, at least one-quarter mile in length; 2) two benches along the trail; 3) solar-powered trail lighting; 4) a six-foot wide sidewalk, and all necessary curb ramps, crosswalks, or other required safety and accessibility improvements, along the existing curb of Assessor's Parcel Number: 073-190-012, from the northern boundary of Assessor's Parcel Number: 073-190-033 to a point adjacent to the existing gate located northeast of Martin Luther King Jr. Junior High School. The final design of all improvements required under this section shall be subject to approval by the City Engineer and shall be designed and constructed to City Standards.

Section 3.14 **Disclosure of Surrounding Industrial Uses.** Developer recognizes that the Project is located in an area of the City where industrial development currently exists and is expected to further grow. Such existing and anticipated development currently creates impacts such as noise, dust, and other environmental factors, which were adequately evaluated and addressed as part of the environmental review of this Project. Nonetheless, Developer agrees to include in each lease for each unit of Edgewater, as well as in any transfer of title to the Project or unit thereof, a statement advising the tenant or transferee of these issues with wording to be mutually agreed upon by Developer and the City Manager

Section 3.15 **Crime Free Multifamily Housing Program.** Developer shall participate in the Crime Free Multi-Housing Program offered by the Pittsburgh Police Department. The Program consists of three main elements:

(a) Developer, directly or through its property manager, and such other individuals as Developer may designate, must attend the entire Program training provided by the Pittsburgh Police Department or its designee.

(b) Developer shall allow one or more representatives from the Pittsburgh Police Department to inspect the common areas of the Property to evaluate whether or not the Property meets the minimum-security requirements adopted by the Program.

(c) Developer, directly or through its property manager, shall conduct an annual meeting at the Property for Property residents. At the meeting, one or more representatives of the Pittsburgh Police Department will provide information about the Program and general crime prevention information.

Pittsburg's Chief of Police shall annually verify whether Developer has completed all required elements of the Program. If the Pittsburgh Police Department does not offer the Program, the City and Developer may mutually agree on other crime prevention measure Developer shall take.

The Program encourages property owners and property managers to use the "Crime Free Lease Addendum," which lists specific actions property management may take if a tenant, or a tenant's guest, is involved in certain illegal or dangerous activity. The Crime Free Lease Addendum provided as part of the Program is only an example of such a lease addendum, and Developer is not required to use that form. Developer should consult with its own legal counsel to ensure that any lease or lease addendum used, including any such documents provided by the Program, is consistent with applicable law. Developer shall have the sole discretion and authority to decide whether to take action against a tenant, including eviction, for a violation of the Crime Free Lease Addendum or for any other reason.

ARTICLE IV OBLIGATIONS OF CITY

Section 4.01 **Obligations of City Generally.** The parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement, including Developer's decision to process the siting of the Project in the City, is a material consideration for City's agreement to perform and abide by the long-term covenants and obligations of City, as set forth herein.

Section 4.02 **Availability of Public Services.**

(a) **General.** To the extent permitted by law and consistent with its authority, City shall reserve such capacity for water services as may be necessary to serve the Project. This reservation of water infrastructure capacity shall be assured for the Term to the extent consistent with applicable law.

(b) **Construction Water.** City shall make construction water available to the Project by permitting the Project to hook up to existing City water supply infrastructure, at a location reasonably determined by the City, at Developer's cost and on those terms and conditions and charges customarily applied by City to similar projects consistent with City standards. City shall also permit Developer to install such temporary construction water pipelines and related infrastructure as reasonably necessary to provide construction water to the Project site for Developer's use in any and all Project grading and construction operations, as long as such water is unrelated to potable use.

Section 4.03 **Developer's Right to Rebuild.** City agrees that Developer, in Developer sole's discretion, may renovate or rebuild the Project within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, acts of God, acts of terrorism, or damage to work in progress by reason of fire, floods or other casualties. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA and this Agreement.

Section 4.04 **Reimbursement of Infrastructure Costs.**

(a) **Reimbursement.** Unless otherwise provided for herein, to the extent Developer incurs costs related to the planning and construction of traffic infrastructure, water delivery infrastructure, offsite water tank, pump station, sewer infrastructure or other public infrastructure required by City or this Agreement for the Project that exceed the Project's

fair share obligation for such infrastructure, City shall reimburse Developer for the City's portion of such costs (including any management fees provided for in this Agreement), subject to City's prior verification through inspection of the construction that is subject to such reimbursement and upon final acceptance of the infrastructure by the City. This reimbursement shall be paid within sixty (60) days after City's final acceptance or at such other time as mutually agreed upon in writing by the parties. Developer shall be entitled to a management fee of five percent (5%) for City's share of approved infrastructure costs, including but not limited to design and special inspection costs. The management obligations of Developer hereunder shall include contracting and managing the construction of the infrastructure, retaining copies of records, photographs and "as built" for the improvement(s) as well as attending meetings and providing necessary reports as reasonably requested by City.

(b) City's Authorization of Reimbursement. Notwithstanding any other provision of this Section, or of this Agreement, or of VTM provisions, City shall not be responsible to reimburse or credit Developer for any costs, including as referenced in Section 4.04(a) herein, unless prior to Developer incurring any costs for which Developer will request reimbursement from City, Developer shall first provide written documentation as to the work to be performed, the estimated costs thereof, including a not-to-exceed cap, and such other details as reasonably requested by the City Manager and the City Manager approves the proposed costs and related work. If the City Manager fails to respond within thirty (30) days of its receipt of such estimated costs, Developer shall provide a second written notice to the City Manager and to the City Engineer, if neither responds within thirty (30) days of the City's receipt of the second request, the request shall be deemed approved. The City Manager shall have the discretion to require Developer to obtain competitive bids on any work for which Developer may request reimbursement or credit from the City where the total cost (not just the City's share) of that work is One Hundred Thousand Dollars (\$100,000) or more. City shall also have the opportunity to inspect any and all infrastructure during its construction, as well as to review any work product for which Developer requests reimbursement or credits. If mutually agreed by the parties in writing, any reimbursement due Developer pursuant to this Agreement may be satisfied by City in the form of credits, which can actually be used by Developer to offset Developer's payment of any Applicable Fees. In the event there are not enough credits to fully satisfy the reimbursement due Developer and subject to the terms of the mutual agreement between the parties referenced in the prior sentence, City shall reimburse Developer within thirty (30) days of invoicing.

Section 4.05 Park Fee Credit. Developer and City agree that the park in-lieu fee amount will be ten and 03/100ths Dollars (\$10.03) per square foot (unless City adopts a lower fee in which case the lower fee shall apply), increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2017 reflecting 2016 increases. Developer and City agree that Developer shall receive partial park fee credit for the on-site recreational improvements in the Project.

ARTICLE V COOPERATION — IMPLEMENTATION

Section 5.01 **Processing Application for Subsequent Approvals.** The parties agree that all Subsequent Approvals shall be processed by City in a manner consistent with the following provisions:

(a) **Standard of Review.** By adopting the Project Approvals, City has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Accordingly, City shall not use its discretionary authority in considering any application for a Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise prevent or delay development of the Project as set forth in the Project Approvals. Instead, the Subsequent Approvals shall be deemed tools to implement those final policy decisions and shall be issued by City so long as they comply with this Agreement and Applicable Law, as defined below, and are not inconsistent with the Project Approvals as set forth above, and meet the intent and comply with any City adopted Designed Guidelines, as applicable. To the extent permitted by law, City shall not use its discretionary authority in considering these Subsequent Approval applications to revisit or frustrate the policy decisions or material terms reflected by the Project Approvals. Developer agrees that development under this Agreement shall comply with provisions reflected in Uniform Codes (whether building, fire, plumbing, or other applicable uniform codes) which may be adopted subsequent to the Effective Date of this Agreement.

(b) **Basis for Denial.** City may deny an application for a Subsequent Approval only if such application does not comply with this Agreement or Applicable Law, defined below, or does not substantially comply with the Project Approvals (provided, however, that inconsistency with the Project Approvals shall not constitute grounds for denial of a Subsequent Approval which is requested by Developer as an amendment to that Project Approval). City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with this Agreement or Applicable Law, or as is necessary to make this Subsequent Approval consistent with the Project Approvals. If City denies any application for a Subsequent Approval, City shall specify in writing the reasons for such denial and may suggest a modification which would be approved by City.

Section 5.02 **Timely Submittals by Developer.** Developer acknowledges that City cannot expedite processing of the Subsequent Approvals until Developer submits complete applications on a timely basis. Developer shall use its best efforts to (a) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (b) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other necessary materials as set forth in the Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals consistent with this Agreement.

Section 5.03 **Timely Processing by City.** Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval, City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval applications including, without limitation, (a) providing at Developer's expense and subject to

Developer's request and prior written approval, reasonable overtime staff assistance and/or staff consultants for planning and processing of each Subsequent Approval application; (b) if legally required, providing notice and holding public hearings; and (c) acting on any such Subsequent Approval application. If Developer elects to request and approve the use of overtime staff assistance or staff consultants for planning and processing of any Subsequent Approval pursuant to this Section 5.03, Developer's reimbursement to City for such services shall be made in amount equal to City's actual costs of providing such services, in accordance with standard City practice.

Section 5.04 **Other Government Permits.** At Developer's sole discretion and in accordance with Developer's construction schedule, Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City shall cooperate with Developer in its efforts to timely obtain such permits and approvals and shall, from time to time, at the request of Developer, use its best efforts to ensure the timely availability of such permits and approvals.

Section 5.05 **Lighting and Landscaping District (LLD).** Developer agrees that the Project Site will be annexed into the City's existing Lighting and Landscaping District, as established pursuant to City Resolution No. 88-7324 ("**LLD**"). Developer agrees that the base assessment applies to the Project and is subject to increase, provided any such increase of the base assessment is imposed uniformly on similarly situated properties by City in a manner consistent with State law. Developer further agrees that the base assessment shall be levied upon recordation of each of the Project's final maps. The parties agree that the base LLD assessment described herein shall finance, among other things, the maintenance of any and all landscape improvements and the maintenance of the parks.

Section 5.06 **Park Maintenance CFD 2007-1.** Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2007-1 for Park Maintenance (CFD 2007-1). The rate of the CFD 2007-1 fee is subject to City Council Resolution No. 07-10698. Developer shall deliver written approval, that the owner of the property is electing to annex the subject property into the CFD 2007-01 prior to the issuance of a grading or building permit.

Section 5.07 **Maintenance of Project Facilities CFD 2016-1.** Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2016-1 for maintenance of stormwater treatment facilities (CFD 2016-1), such as the bioretention basin as described in Section 3.09. Developer shall deliver written approval, that the owner of the property is electing to annex the subject property into the CFD 2016-01 prior to the issuance of a grading or building permit.

Section 5.08 **Public Safety Services CFD 2005-1 CFD 2005-1.** Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2005-1 for Public Safety Services (CFD 2005-1). The rate of the CFD 2005-1 fee is subject to City Council Resolution No. 05-10342. Developer shall deliver written approval, that the owner of the property is electing to annex the subject property into the CFD 2005-01 prior to the issuance of a grading or building permit.

Section 5.09 **Fire Facilities and Fire Safety and Emergency Services CFD 2017-**

1. Developer agrees that the Project Site will be annexed into the City's existing Community Facilities District 2017-1 for Fire Facilities and Fire Safety and Emergency Services (CFD 2017-1). The rate of the CFD 2017-1 fee is subject to City Council Resolution No. 17-13311. Developer shall deliver written approval, that the owner of the property is electing to annex the subject property into the CFD 2017-01 prior to the issuance of a grading or building permit.

Section 5.10 **Parkland Dedication In-Lieu Fee.** Developer shall pay an In-Lieu Parkland Dedication Fee to the Engineering Department prior to the issuance of a building permit for the Project per PMC Section 17.32.020.D.2. The park in-lieu fee amount is ten dollars and three cents (\$10.03) per square foot, increased annually by the CPI for the San Francisco-Oakland area, with the first increase implemented in January 2017 reflecting 2016 increases.

Section 5.11 **Assessment Districts or Other Funding Mechanisms.**

(a) City understands that City's long term assurances to Developer concerning fees, taxes and assessments related to the Project are a material consideration for Developer agreeing to process the siting of the Project in its present location and to pay the fees, taxes and assessments described in this Agreement. City shall retain the ability to initiate or process applications for the formation of new assessment districts or other Funding Mechanisms, as defined in Section 3.08 of this Agreement, covering all or any portion of the Project site. Notwithstanding the foregoing, Developer retains all its rights to oppose the formation or proposed assessment of any new assessment district, Funding Mechanism, or any and all increases thereto, or to request or pursue assessment credits or reductions, unless otherwise provided for herein or unless such assessment, Funding Mechanism or related increases are in place and legally effective as of the date of this Agreement's Effective Date.

(b) At the request of Developer, City shall cooperate in the formation of, or annexation to, those assessment districts, landscaping and lighting districts, community facilities districts, tax-exempt financing mechanisms, or other Funding Mechanisms that Developer and City determine are needed to fund infrastructure improvements and to ensure the orderly development of the Project, at no cost to the City. City shall diligently and expeditiously process applications by Developer necessary to establish such Funding Mechanisms as long as (i) the application complies with law, (ii) is consistent with City's standards, and (iii) provides for a lien to value ratio and other financial terms that are reasonably acceptable to City, and which will result in no commitment of City. City shall diligently seek to sell any bonds to be issued and secured by such assessments upon the best terms reasonably available in the marketplace. Any and all costs associated with this Section shall be borne and/or advanced by Developer.

Section 5.12 **Warranty Bonds.** Developer agrees that every infrastructure improvement dedicated to City (except landscaping, unimproved real property or open space dedications) pursuant to this Agreement shall be accompanied by a one (1) year warranty bond in a form and in an amount, and with a surety acceptable to City, or otherwise as determined in the applicable Subdivision Improvement Agreement.

Section 5.13 **General Plan Maintenance Fee.** Developer agrees to pay a development related fee to help fund the maintenance of the Pittsburg General Plan. The

General Plan Maintenance Fee will be One Hundred Twenty-five Dollars (\$125) per dwelling unit.

ARTICLE VI STANDARDS, LAWS AND PROCEDURES GOVERNING THE PROJECT

Section 6.01 **Vested Right to Develop.** Developer shall have a vested right to develop the Project on the Project Site in substantial conformance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), the Subsequent Approvals (as and when issued), and amendments thereto as shall, from time to time, be approved pursuant to this Agreement. Nothing in this Section 6.01 shall be deemed to eliminate or diminish the requirement of Developer to obtain any required Subsequent Approvals.

Section 6.02 **Permitted Uses Vested by this Agreement.** The permitted uses of the Project Site; the density and intensity of use of the Project Site; the maximum height, bulk and size of proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals.

Section 6.03 **Applicable Law.** “**Applicable Law**” shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the project site; governing density; and governing design, improvements, and construction standards and specifications applicable to the Project and Project site as set forth in this Agreement and the Project Approvals, and in force and effect on the Effective Date of this Agreement. However, this Agreement and this Section shall not be construed to prevent the City, in any subsequent actions applicable to the Project Site, from applying any new rules, regulations, official policies, standards, and specifications that do not conflict with those rules, regulations, official policies, standards, and specifications existing as of the Effective Date of the Agreement.

Section 6.04 **Uniform Codes.** Notwithstanding any other provision of this Agreement, City may apply to the Project Site, at any time during the Term, the then current Uniform Building Code and other uniform construction codes as properly modified by City and uniformly applied on a citywide basis, and City's then current design and construction standards for road and storm drain facilities. In no event shall any such uniform code or standard be adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project.

Section 6.05 **Moratorium and Conflicting Enactments.** To the extent consistent with State Law, if any ordinance, resolution or other measure is enacted, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project on all or any part of the Project Site, City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the term of this Agreement, unless the building moratorium is imposed as part of a declaration of a local

emergency or state of emergency as defined in Government Code Section 8558. Developer reserves the right to challenge in court any City action or inaction which Developer believes is in conflict with Applicable Law or this Agreement.

Section 6.06 Life of Subdivision Maps, Development Approvals, and Permits.

To the extent consistent with Applicable Law, the term of any subdivision map or any other map, permit, rezoning or other land use entitlement approved as a Project Approval or Subsequent Approval shall automatically be extended for the duration of this Agreement, including any extensions. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable development moratorium (including, but not limited to, a water or sewer moratorium) or the actions of other public agencies that regulate land use, development or the provision of services to the land, prevents, prohibits or delays the construction of the Project. The term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall not include any period of time during which any applicable court order or other legal requirement prevents the processing of any Subsequent Approval or prevents any Project development activities

Section 6.07 State and Federal Law. As provided in California Government Code § 65869.5, if any state or federal laws or regulations, enacted after this Agreement's Effective Date prevent or preclude compliance with one or more provisions of this Agreement ("**Changes in the Law**"), such provision of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations as may be necessary to comply with Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement including, without limitation, Article V and Section 10.05. Not in limitation of the foregoing, nothing in this Agreement shall preclude City from imposing on Developer any fee specifically required by State or Federal laws and regulations.

Section 6.08 Timing of Project Construction and Completion.

(a) Project Phasing. The Project may be built in phases in response to then-existing market conditions over the Term of the Agreement. Except as otherwise specifically provided by this Agreement with respect to Project infrastructure timing, City and Developer expressly agree that there is no requirement that Developer initiate or complete development of the Project or any particular phase of the Project within any particular period of time, and City shall not impose such a requirement on any Project Approval. The parties acknowledge that Developer cannot at this time predict when or the rate at which or the order in which phases will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as market demand, interest rates, competition and other similar factors.

(b) Project Time Schedule. The parties agree that Developer shall be able to develop in accordance with Developer's own time schedule as such schedule may exist from time to time, and Developer shall determine which part of the Project Site to develop first, and at Developer's chosen schedule. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' desire to avoid that

result by acknowledging that Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment. Developer's rights under this Section 6.08(b) shall be subject to the requirement that adequate infrastructure to serve each phase of the Project is constructed concurrently with such phase. The City Manager shall reasonably determine what infrastructure will be required to serve each phase of the Project, which determination shall be consistent with Applicable Law.

(c) Developer Agreements. Nothing in this Agreement shall exempt Developer from completing work required by a subdivision agreement, road improvement agreement, or similar agreement in accordance with the terms thereof.

Section 6.09 **Exempting Fees, Mitigation Measures and Similar Requirements Imposed by Outside Agencies.** Notwithstanding any other provision of this Agreement, the City agrees to exclude Developer from any and all discretionary collection agreements regarding fees, mitigation measures and similar requirements including, but not limited to, development impact fees, which other public agencies request the City to impose at City's discretion on the Project or on the Project Site after the Effective Date through the Term of this Agreement. This Section 6.09 shall not prohibit the City from imposing on Developer any fee, mitigation measure or similar requirement or obligation that is required by a local or regional agency in accordance with local, regional, State or Federal obligations and implemented by the City in cooperation with such local, regional, state or federal agency, provided such fee, mitigation measure or similar requirement or obligation is imposed in a similar manner on similarly situated properties within the City as, for example, stormwater-related C.3 requirements and increases thereto.

Section 6.10 **City's Joint-Inspection Jurisdiction.** Developer acknowledges that City has joint inspection jurisdiction within other third-party governmental entities within any and all City rights-of-way and easements.

ARTICLE VII AMENDMENT

Section 7.01 **Amendment to Project Approvals, Subsequent Approvals.** To the extent permitted by State and Federal law, any Project Approval or Subsequent Approval may, from time to time, be amended or modified in the following manner:

(a) Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the City Manager or his/her designee shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is consistent with this Agreement, Applicable Law, applicable uniform codes and State or Federal law. If the City Manager or his/her designee finds that the proposed amendment or modification is minor in the context of the entire Project, consistent with this Agreement and Applicable Law, and will result in no new significant environmental impacts not addressed and mitigated in the EIR, the amendment shall be determined to be an "**Administrative Project Amendment**" and the City Manager or his/her designee may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the

foregoing, lot line adjustments, reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, changes in trail alignments, minor variations in lot layouts, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments.

(b) Non-Administrative Project Amendments. Any request of Developer for an amendment or modification to a Project Approval or Subsequent Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

Section 7.02 **Amendment of this Agreement.** This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows:

(a) Administrative Agreement Amendments. The City Manager, or his/her designee, may, except to the extent otherwise required by law, enter into certain amendments of this Agreement on behalf of the City as long as any such amendment does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings or (vi) monetary contributions by Developer ("**Administrative Agreement Amendment**"), and shall not, except to the extent otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. For purposes of this Section 7.02(a), the term "substantially affect" shall be evaluated in the context of the entire Project.

(b) Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval, whether done administratively or not, shall require an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement when written and executed by both parties.

(c) Amendment Limitations. In consideration of the scope of the benefits to City set forth in this Agreement, any amendment to this Agreement shall only be subject to such new terms and conditions, including new exactions or other obligations, as are reasonably related to the impacts on City directly attributable to such amendment.

ARTICLE VIII ASSIGNMENT, TRANSFER AND NOTICE

Section 8.01 **Assignment of Interests, Rights and Obligations.** Developer may transfer or assign all or any portion of its interests, rights or obligations under this Agreement, the Project Approvals or Subsequent Approvals to third parties acquiring an interest or estate

in the Project or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or facilities.

Section 8.02 **Transfer Agreements.**

(a) In connection with the transfer or assignment by Developer of all or any portion of the Project (other than a transfer or assignment by Developer to an affiliated party, any deed of trust beneficiary or mortgagee, or a "Non-Assuming Transferee" (as defined in Section 8.03), Developer and the transferee shall enter into a written agreement (a "**Transfer Agreement**") regarding the respective interests, rights and obligations of Developer and the transferee in and under the Agreement, the Project Approvals, and the Subsequent Approvals. Such Transfer Agreement may (i) release Developer from obligations under the Agreement, the Project Approvals, or the Subsequent Approvals that pertain to that portion of the Project being transferred or assigned, as described in the Transfer Agreement, provided that the transferee expressly assumes such obligations, (ii) transfer to the transferee vested rights to improve that portion of the Project being transferred and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment.

(b) Any Transfer Agreement shall be binding on Developer, City and the transferee and, unless otherwise provided for in Section 8.03 of this Agreement, shall require the City's prior written consent, which consent shall not be unreasonably withheld. Failure by City to respond within thirty (30) days of a written request by Developer for City's consent shall be deemed City's approval of the Transfer Agreement in question. City may refuse to give its consent only if, in light of the proposed transferee's reputation and financial resources, such transferee would not in City's reasonable determination be able to perform the obligations proposed to be assumed by such transferee. Such determination shall be made by the City Manager and is appealable to the City Council. In no event, however, shall City refuse to give its consent to a proposed transferee pursuant to this Section 8.02(b) if such transferee has a net worth of at least Ten Million Dollars (\$10,000,000) documented in a manner reasonably acceptable to City. Upon recordation of any Transfer Agreement in the Official Records of Contra Costa County, Developer shall automatically be released from those obligations assumed by the transferee therein.

(c) Developer shall be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by a transferee pursuant to a Transfer Agreement. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement shall be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person.

Section 8.03 Non-Assuming Transferees. Except as otherwise required by Developer in Developer's sole discretion, the burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor City's consent shall be required in connection with (a) any single residential parcel conveyed to a purchaser, (b) any property transferred as fewer than ten (10) lots to a single retail builder or (c) any property that has been established as one or more separate legal parcels for office, commercial, open space, park, school or other nonresidential uses. The transferee in such a transaction and its successors ("**Non-Assuming Transferees**") shall be deemed to have no obligations under this Agreement, but shall continue to benefit from the vested rights provided

by this Agreement for the duration of the Term. Nothing in this Section 8.03 shall exempt any property transferred to a Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable conditions of approval.

Section 8.04 Notice of Compliance Generally. Subject to City's finding that the facts contemplated by clauses (a) through (c) herein are true and accurate, within thirty (30) days following any written request which Developer may make from time to time, City shall execute and deliver to Developer (or to any party requested by Developer) a written "**Notice of Compliance**," in recordable form, duly executed and acknowledged by City, that certifies that (a) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications, (b) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default, and (c) any other information reasonably requested by Developer. City's failure to deliver such notice within such time period shall constitute a conclusive presumption against City that this Agreement is in full force and effect without modification except as may be represented by the Developer and that there are no uncured defaults in the performance of the Developer, except as may be represented by the Developer. Developer shall have the right at Developer's sole discretion, to record the Notice of Compliance.

ARTICLE IX COOPERATION IN THE EVENT OF LEGAL CHALLENGE

Section 9.01 Cooperation.

(a) Developer agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person not a party to this Agreement challenging the validity of the Agreement or any Project Approval or any Subsequent Project Approval, or otherwise arising out of or stemming from this Agreement. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees, and time referenced herein.

(b) Developer also agrees to indemnify, defend and hold harmless the City, its officials, officers, employees, agents and consultants from any claims, costs, damages or other liabilities for any personal injury or death, or property damage, resulting from the construction of the Project or of operations by the Developer, its officers, employees, agents or consultants, under this Agreement, except for such claims, costs, damages, or other liabilities which are caused by the sole or gross negligence of the City, its officials, officers, employees, agents, or consultants. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense.

(c) The parties agree that this Section 9.01 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.01, which shall survive such invalidation, nullification or setting aside.

Section 9.02 Cure; Reapproval.

(a) If, as a result of any administrative, legal or equitable action or other proceeding as described in Section 9.01, all or any portion of this Agreement, Project Approvals, or Subsequent Approvals are set aside or otherwise made ineffective by any judgment (a "**Judgment**") in such action or proceeding (based on procedural, substantive or other deficiencies, hereinafter "**Deficiencies**"), the parties agree to use their respective best efforts to sustain and reenact or readopt this Agreement, Project Approvals, and/or Subsequent Approvals that the Deficiencies relate to, as follows, unless the parties mutually agree in writing to act otherwise:

(i) If any Judgment requires reconsideration or consideration by City of this Agreement, Project Approval, or Subsequent Approval, then the City shall consider or reconsider that matter in a manner consistent with the intent of this Agreement. If any such Judgment invalidates or otherwise makes ineffective all or any portion of this Agreement or any Project Approval, or Subsequent Approval, then the parties shall cooperate and shall cure any Deficiencies identified in the Judgment or upon which the Judgment is based in a manner consistent with the intent of this Agreement and the Judgment. Upon the parties cure of such Deficiencies, City shall then take steps consistent with the Judgment necessary readopt or reenact this Agreement and any applicable Project Approval, Subsequent Approval, or any portion thereof.

(ii) Acting in a manner consistent with the intent of this Agreement or a Judgment includes, but is not limited to, recognizing that the parties intend that Developer may develop a eighty-two (82) single-family residential unit project, and adopting such ordinances, resolutions, and other enactments, including but not limited to a general plan amendment, rezoning, vesting subdivision map approvals, development plan approvals, PD Plan approvals, design review, improvement agreements, use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, final development plans, development agreements, permits, resubdivisions, and any amendments to, or repealing of, any of the foregoing as are necessary to readopt or reenact all or any portion of this Agreement, Project Approvals, and/or Subsequent Approvals without contravening the Judgment.

(b) The parties agree that this Section 9.02 shall constitute a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Section 9.02, which shall survive such invalidation, nullification or setting aside.

ARTICLE X DEFAULT; REMEDIES; TERMINATION

Section 10.01 **Defaults**. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (the "**Complaining Party**") (unless such period is extended by mutual written consent), shall constitute a default under this Agreement. The Complaining Party's notice ("**Default Notice**") shall specify the nature of the alleged failure and, may specify the manner in which the failure satisfactorily may be cured By the other party (the "**Defaulting Party**"). Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of a default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then no fault shall be deemed to have occurred if: (a) the cure shall be commenced at the earliest practicable date following receipt of the Default Notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (if no event later than thirty (30) days after the Defaulting Party's receipt of the Default Notice), the Defaulting Party provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within one hundred twenty (120) days after the Notice of Default is given. Complaining Party shall not send notice to any third party, including, but not limited to, bonding and surety companies, until such time as the cure opportunities set forth above have expired unless otherwise required by applicable law. Upon the occurrence of a default under this Agreement, the Complaining Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured consistent with this Section, then no default shall exist and the Complaining Party shall take no further action.

Section 10.02 **Termination**. If City elects to consider terminating this Agreement due to a material default of Developer, then City shall give a notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. As used herein, a finding of materiality shall be based on the effect of the default in relation to the size and scope of the Project. Developer shall have the right to offer written and oral evidence prior to or at the time of said public hearings. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City shall give written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated sixty (60) days thereafter; provided, however, that if Developer files an action to challenge City's termination of this Agreement within such 60-day period, then this Agreement shall remain in full force and effect until a trial court has affirmed City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired).

Section 10.03 **Periodic Review.**

(a) **Conducting the Periodic Review.** Throughout the Term of this Agreement, at least once every twelve (12) months following the execution of this Agreement, City shall review the extent of good-faith compliance by Developer with the terms of this Agreement. This review (the "**Periodic Review**") shall be conducted by the City Manager or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code § 65865.1. Developer also agrees to pay City annually the sum of Two Thousand Five Hundred Dollars (\$2,500). The Two Thousand Five Hundred Dollars (\$2,500) shall be increased annually thereafter by the CPI for the San Francisco Oakland Area, with the first increase implemented in January 2017 reflecting 2016 increases. Such Periodic Review Fee shall only be paid in the years in which a Periodic Review is actually conducted. Upon completion of the Project and issuance of the final certificate of occupancy, no further periodic review of this Agreement shall be required.

(b) **Notice.** At least ten (10) days prior to the Periodic Review, and in the manner prescribed in Article XII of this Agreement, City shall deposit in the mail to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Developer's performance hereunder. Developer shall be permitted an opportunity to respond to City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Such response shall be made to the City Manager.

(c) **Good Faith Compliance.** During the Periodic Review, the City Manager shall review Developer's good-faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the City Manager shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the City Manager shall be appealable to the City Council. If the City Manager finds and determines that Developer has not complied with such terms and conditions, the City Manager may recommend to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in California Government Code §§ 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein shall be shared equally by Developer and City.

(d) **Failure to Properly Conduct Periodic Review.** If, after thirty (30) days following Developer's notice requesting a Periodic Review, City fails to initiate the Periodic Review, such failure shall be conclusively deemed an approval by City of Developer's compliance with the terms of this Agreement.

(e) **Written Notice of Compliance.** With respect to any year for which Developer has been determined or deemed to have complied with this Agreement, City shall, within thirty (30) days following a written request by Developer, provide Developer with a written notice of compliance, in recordable form, duly executed and acknowledged by City. Developer shall have the right, in Developer's sole discretion, to record such notice of compliance.

Section 10.04 **Excusable Delay; Extension of Time of Performance.** In addition to specific provisions of this Agreement, neither party shall be deemed to be in default where

delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorism, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting State or Federal laws or regulations, or judicial decisions. Neither party shall be deemed to be in default where delays in performance or failure to perform are due to a court order arising out of or related to litigation attacking the validity of this Agreement, the Project Approvals, the Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project. Developer shall not be deemed to be in default where delays in performance or failure to perform are due to Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project and unrelated to Developer's actions or inactions and beyond Developer's control. Upon the properly noticed request of either party hereto, as required by Section 12.09, an extension of time for the performance of any obligation whose performance has been so prevented or delayed will be set forth in writing. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon in writing.

Section 10.05 **Legal Action**. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement.

Section 10.06 **California Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

Section 10.07 **Resolution of Disputes**. With regard to any dispute involving development of the Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer shall, at City's request, meet with City. The parties to any such meetings shall attempt in good faith to resolve any such disputes. If the parties are then unable to resolve their dispute, either party may commence mediation by providing to JAMS, or its successor, and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or ninety (90) days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties both agree in writing. The provisions of this Section 10.07 may be enforced by any Court of competent jurisdiction, and

the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorney's fees, to be paid by the party against whom enforcement is ordered. Nothing in this Section 10.07 shall in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the parties to such meetings.

Section 10.08 Attorneys' Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and any related other costs incurred in that proceeding in addition to any other relief to which it is entitled.

Section 10.09 Default by City or Developer. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided herein and under law.

ARTICLE XI NO AGENCY, JOINT VENTURE OR PARTNERSHIP

It is specifically understood and agreed to by and between the parties hereto that unless otherwise expressly provided herein (a) the subject development is a private development; (b) City have no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals; (c) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, the Project Approvals, Subsequent Approvals, and Applicable Law; and (d) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer. The City agrees that Developer's obligations under this Agreement related to the construction of Project water, sewer and drainage infrastructure improvements, the grading and construction of traffic improvements, and the grading and construction of any other public improvements (collectively, the "**Public Improvements**") are all public works of improvement the City is requiring as a condition of regulatory approval of the Project and that the Project is an otherwise private development. The City further agrees that it will contribute no more money, or the equivalent of money, to the overall Project than is required to construct the Public Improvements and that City maintain no proprietary interest in the overall Project.

ARTICLE XII MISCELLANEOUS

Section 12.01 Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

Section 12.02 Enforceability. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall

be enforceable by any party hereto notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by City that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code § 65866. In the event of any conflict between the provisions of this Agreement and Applicable Law, the Project Approvals or any Subsequent Approval, this Agreement shall prevail.

Section 12.03 **Findings.** City hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan.

Section 12.04 **Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.

Section 12.05 **Other Necessary Acts.** Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals and this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

Section 12.06 **Construction.** Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals shall be deemed to refer to the Agreement, Project Approval or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

Section 12.07 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.

Section 12.08 **Covenants Running with the Land.** All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code § 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Project Site and is

binding upon the owner of all or a portion of the Project Site and each successive owner during its ownership of such property.

Section 12.09 **Notices.** Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally, by fax (with original forwarded by regular U.S. Mail) by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to City, to: City Manager
City of Pittsburg
Civic Center
65 Civic Avenue
Pittsburg, CA 94565-2830

With Copies to: Ruthann G. Ziegler
City Attorney
Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento, CA 95814

If to Developer, to: Albert D. Seeno, III
Sunnyside Pittsburg, LLC
4061 Port Chicago Hwy., Ste. H
Concord, CA 94520

With Copies to: Sunnyside Pittsburg, LLC
Attn: Legal Department
4021 Port Chicago Hwy.
Concord, CA 94520

Section 12.10 **Entire Agreement, Counterparts and Exhibits.** This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of twenty-seven (27) pages and four (4) exhibits, which constitute in full

the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. All waivers of any provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

- EXHIBIT A - Legal Description
- EXHIBIT A-1 - Project Site Diagram
- EXHIBIT B - Applicable Fees

Section 12.11 **Recordation of Development Agreement.** Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement, or Memorandum thereof, in the Official Records of the County of Contra Costa. The parties agree to cooperate as to preparation, execution, and recording of a Memorandum hereof.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the day and year first above written.

CITY:

CITY OF PITTSBURG,
a California municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

DEVELOPER:

SUNNYSIDE PITTSBURG, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

PARCEL ONE:

Parcel 1, as shown on Parcel Map MS 676-03, filed August 14, 2004, in Book 191 of Parcel Maps at Pages 3 and 4, Contra Costa County Records.

PARCEL TWO:

An appurtenant easement for utilities as disclosed by that certain document entitled "Final Order of Condemnation" recorded February 26, 2003 as instrument No. 2003-090215 of Official Records, together with any amendment or modification recorded therewith.

PARCEL THREE:

Easements created in reference to Parcel One, above, in the deed from Pittsburg Partners, LLC, recorded December 10, 2004 in Official Records, under Recorder's Series No. 2004-474318, for 1) "10-foot wide water line easement", 2) "10-foot wide sanitary sewer easement", and 3) "ingress and egress easement", over those portions of Parcel 1, Map of Subdivision 8587, filed November 14, 2002, Map Book 449, Page 13, Contra Costa County Records, more particularly described in said deed (2004-474318).

APN: 073-190-033

PROJECT SITE DIAGRAM

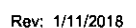


EXHIBIT B

APPLICABLE FEES

Building Division	
Fee Description	
Permits:	
1	Building Permit Fee Minimum
1	Building Permit Fees (Alterations and Repairs)
2	Building Permits Fees (New Commercial)
3	Building Permits Fees (New Industrial)
4	Building Permits Fees (New SFR Dwellings)
5	Building Permits Fees (New SFR Private Garages)
6	Building Permits Fees (New SFR decks / porches)
Above SFR valuation calculation to remain constant. Table B to be adjusted by the prior year ENR 20-City Construction Cost Index every January 1st.	
7	Reroof (Residential)
8	Reroof (Commercial)
All Inclusive Permit Fees:	
9	All Inclusive Permit Fees (Kitchen Alteration)
10	All Inclusive Permit Fees (Bathroom Alteration)
11	All Inclusive Permit Fees (Bathroom Alteration Each Additional)
12	All Inclusive Permit Fees (Window Replacement 1-5)
13	All Inclusive Permit Fees (Window Replacement >5)
14	All Inclusive Permit Fees (Window Replacement)
15	Plumbing Fee (Primary)
16	Plumbing Fee (Supplemental)
17	Water Heater Replacement
18	Re-piping - Supply Lines
19	Sewer Line Repair/Replace
20	Seismic Gas Valve

21	Electrical Fee (Primary)
22	Electrical Fee (Supplemental)
23	Electrical Service Upgrade – (200 amps or <)
24	Electrical Service Upgrade –(> 200 amps)
25	New Service (Pedestal)
26	Temporary Power
27	Mechanical Fee (Primary)
28	Mechanical Fee (Supplemental)
29	Furnace Change Out or New (100,000 btu or <)
30	AC New or Change Out
31	Furnace Change Out (100,000 btu or <) w/ AC
32	Furnace Change Out (>100,000 btu)
33	Insulation/ Energy Fee Per New Construction > 500 sf.
34	Swimming Pool Permit (Residential Fee)
35	Swimming Pool Permit (Commercial Fee)
36	Sign Permit (New Installation)
37	Sign Replacement (Channel Signage)
38	Sign Replacement (Channel Signage)
39	Sign Replacement (Monument Signage)
40	Sign Replacement (Projecting Signage)
41	Sign Replacement (Transom Signage)
42	Sign Replacement (Freestanding Signage)
43	Demolition (Residential)
44	Demolition (Commercial)
45	Moved Building Permit / Manufactured Home
46	Residential Photovoltaic Permit
47	Commercial Photovoltaic Permit
Plan Review Fees:	
48	Building Plan Review Fee

49	Expedited Plan Review
50	Foundation Only
51	Review In Excess of (2)
52	Fire and Termite Repair w/ Scope of Work
53	Energy Plan Review Fee (Commercial - New Construction)
54	Energy Plan Review Fee (Residential - New Construction)
55	Energy Plan Review Fee (Residential - Development Model)
56	Plumbing Plan Review Fee
57	Electrical Plan Review Fee
58	Mechanical Plan Review Fee
59	Swimming Pool Plan Review Fee (Custom)
60	Swimming Pool Plan Review Fee (Standardized Plans and Calculations)
61	Over Counter Plan Review Fee
62	Production Housing - Plan Review Fee
Residential Rental Property Inspection Fee Schedule:	
63	Initial Annual Inspection Fee and Registration Fee
64	Annual Program Fee
65	Annual Program Fee Completed Electronically (On Line)
An initial verification inspection is conducted at the first time a property is placed into inventory. A renewal inspection is conducted each year thereafter or on the fourth year for properties that are self-inspected by the owner.	
Additional Inspection Fees:	
66	Building
67	Plumbing, Electrical, Mechanical, etc.
68	Requested Special Inspection
69	Code Compliance Permit (Residence)
70	Code Compliance Permit (Commercial)
71	Code Compliance Permit (Work without a permit)
72	Code Compliance Permit (Reinstate Expired Permit - Final Inspection Only)
73	Code Compliance Permit (Reinstate Expired Permit - Second Inspection due to corrections)

74	Code Compliance Permit (Reinstate Expired Permit - Inspections beyond final remaining)
75	Garage Conversion
Administrative Fees:	
76	Fire Protection Collection Fee
77	Fire District Facilities Admin Fee (Single Family)
78	Fire District Facilities Admin Fee (Multi-Family)
79	Fire District Facilities Admin Fee (Office)
80	Fire District Facilities Admin Fee (Commercial)
81	Fire District Facilities Admin Fee (Industrial)
Other Fees:	
82	Water Meter – Purchase
83	Construction Water – pre-metered internal use
84	Copies
85	Document Imaging Fee (Subdivisions = BP Models Only)
86	Document Imaging Fee (Building Permit Fee)
87	Accessibility Fee (Non-Res Building Permit Fee)
88	NPDES Management Fee (Building Permit Fee)
89	Release of Tax Lien
90	Postage / Handling – Permits
91	Inspection outside of normal business hours
92	Re-inspection Fee
93	Inspections for which no fee is specifically indicated
Building Standards Administration Fee	
94	Permit Valuation - \$1 - \$25,000
95	Permit Valuation - \$25,001 - \$50,000
96	Permit Valuation - \$50,001 - \$75,000
97	Permit Valuation - \$75,001 - \$100,000
98	Every \$25,000 or fraction thereof above \$100,000
Strong Motion Instrumental and Seismic Hazard Mapping	

99	Category 1 (Residential 1 - 3 stories Building Permits over \$5,000)
100	Category 2 (Commercial and Residential over 3 stories Building Permits over \$2,381)
101	Category 1 Permits under \$5,000 and Category 2 Permits under \$2,381

Building Division Table I	
Plumbing Permit Fees - C.P.C.	
Permit Issuance	
1	Filing Fee
2	Filing Fee (Supplementary)
Plan Review	
1	Plan review fees for plumbing work shall be equal to 100% of Plumbing Permit
2	Additional plan review required by changes, additions or revisions to approved plans shall be assessed hourly
3	When plan check goes beyond a second review the applicant may be charged for subsequent reviews on an hourly basis or per the consultant's fee.
System Fee Schedule	
1	Residential construction (SFR and MFR > 500 sq. ft.
2	Commercial construction - Complete Building
3	Commercial construction - Shell only
4	Commercial construction - Vanilla Shell only
5	Commercial construction - Tenant Improvement
6	Commercial construction - Tenant Improvement (Restaurant)
7	Alterations or Additions residential and commercial
8	Trade Specific (Plumbing Only)
Other Inspection And Fees	
1	Inspection outside of normal business hours
2	Re-inspection Fee
3	Inspections for which no fee is specifically indicated

Building Division Table II	
Electrical Permit Fees - C.E.C.	
Permit Issuance	
1	Filing Fee
2	Filing Fee (Supplementary)
Plan Review	
1	Plan review fees for electrical work shall be equal to 100% of Electrical Permit
2	Additional plan review required by changes, additions or revisions to approved plans shall be assessed hourly
3	When plan check goes beyond a second review the applicant may be charged for subsequent reviews on an hourly basis or per the consultant's fee.
System Fee Schedule	
1	Residential construction (SFR and MFR > 500 sq. ft.
2	Commercial construction - Complete Building
3	Commercial construction - Shell only
4	Commercial construction - Vanilla Shell only
5	Commercial construction - Tenant Improvement
6	Commercial construction - Tenant Improvement (Restaurant)
7	Alterations or Additions residential and commercial
8	Trade Specific (Electrical Only)
Other Inspection And Fees	
1	Inspection outside of normal business hours
2	Re-inspection Fee
3	Inspections for which no fee is specifically indicated

Building Division Table III	
Mechanical Permit Fees - C.M.C.	
Permit Issuance	
1	Filing Fee
2	Filing Fee (Supplementary)
Plan Review	
1	Plan review fees for electrical work shall be equal to 100% of Mechanical Permit
2	Additional plan review required by changes, additions or revisions to approved plans shall be assessed hourly
3	When plan check goes beyond a second review the applicant may be charged for subsequent reviews on an hourly basis or per the consultant's fee.
System Fee Schedule	
1	Residential construction (SFR and MFR > 500 sq. ft.
2	Commercial construction - Complete Building
3	Commercial construction - Shell only
4	Commercial construction - Vanilla Shell only
5	Commercial construction - Tenant Improvement
6	Commercial construction - Tenant Improvement (Restaurant)
7	Alterations or Additions residential and commercial
8	Trade Specific (Mechanical Only)
Other Inspection And Fees	
1	Inspection outside of normal business hours
2	Re-inspection Fee
3	Inspections for which no fee is specifically indicated

Planning

Fee Description	
1	Document Copies
2	Accessory Dwelling Unit
3	Annexation Review
4	Appeal - By Applicant
5	Appeal - By Non-applicant
6	Certificate of Compatibility (mobile/manufactured houses)
7	Design Review (administrative, awnings, color change)
8	Design Review (all other administrative)
9	Design Review - SFR Subdivision 5-50 Lots
10	Design Review - SFR Subdivision >50 lots
11	Design Review - MFR Base Fee 1-50 units
12	Design Review - MFR 50+
13	Design Review - New Wireless Telecomm Facility & Comm Bldg Remodel <5k s.f.
14	Design Review - Commercial Structure
15	Development Agreements
16	Environmental - Consultant Study (Pass Through)
17	Environmental – EIR (Pass Thru)
18	Environmental –Initial Study or Environmental Assessment
19	Environmental - Negative Declaration
20	Environmental - Notice of Determination (Pass Thru)
21	Environmental - F&G w/ND/no impacts (Pass Thru)
22	Environmental - F&G w/ND +impacts (Pass Thru)
23	Extension of Approval
24	Fence Height Exception/Tree Removal Permit
25	General Plan Amendment (alone)

26	General Plan Amendment (w/others)
27	Habitat Conservation Plan Administration
28	Home Occupation Permit
29	Commercial/Retail Permit
30	Outdoor Dining Permit
31	Preliminary Plan Review
32	Sign Review - Freestanding (Admin)
33	Sign Review - Wall Sign (Admin)
34	Sign Review - Sign Program
35	Sign Review - Sign Exception
36	Sign Review - Temporary Signs
37	Sign Review - Billboard
38	Subdivision Minor
39	Subdivision Major - Base Fee 1-100 acres
40	Subdivision Major - Base Fee >100 acres
41	Rezoning Request - PUD/Overlay
42	Rezoning Request - Standard Zone
43	Temp Activity Permit
44	Use Permit - Existing Bldg & Non-sensitive
45	Use Permit - New Const and/or Sensitive
46	Variance Review – Standard
47	Zoning Administrator Approval (large day care home, small recycling facility, home occupation permit, telecommunications collocation)
48	Zoning Code Amendment
49	Zoning Compliance Letter
Planning Document Charges:	
50	General Plan
51	General Plan Map
52	Zoning Maps
53	Zoning Ordinance

54	Penalty of Returned Checks
55	Housing Element
56	Subdivision Ordinance
57	Adopted Design Review Guidelines
58	General Plan Update EIR
59	General Plan Update

Engineering

Fee Description	
1	Copies
2	Documents (36" wide paper)
3	Document (18" wide paper)
4	Construction Bid Packages
5	Parcel Map Waiver
6	Minor Subdivision Map Check
7	Major Subdivision Map processing fee - Base Fee
8	Subdivision Improvement Plan Check
9	Subdivision Improvement Inspection (\$0-\$500k)
10	Subdivision Improvement Inspection (\$500,001 - \$5M)
11	Subdivision Improvement Inspection (> \$5 million)
12	Encroachment Plan Check - Simple
13	Encroachment Inspection - Simple
14	Encroachment Permit Plan Review
15	Encroachment Permit Inspection
16	Grading Plan Review
17	Grading Inspection
18	Development Agreement Preparation
19	Right-of-Way Easement Aband/Vac
20	Address Change/New Add.
21	Street Name Change
22	Flood Zone Verification
23	Transportation Permit (2 day permit)
24	Transportation Permit (Annual)
25	Plan Check - Single Parcel (SF)
26	Inspection - Single Parcel (SF)
27	Plan Check - Single Parcel (MF)

28	Inspection - Single Parcel (MF)
29	Plan Check - Single Parcel (Acreage)
30	Inspection - Single Parcel (Acreage)
31	Final Map Mylar Deposit
32	As Built Mylar Deposit
33	Sewer Inspection Deposit
33 A	Storm Drain Inspection Deposit
34	Geographical Information System (Residential - Base)
35	Geographical Information System (Commercial)
NPDES Plan Review (SWPPP and/or C.3 Storm water Control Plan)	
36	10,000 sf to 1 acre or Risk Factor 1
37	>1 acre or Risk Factor 2 and 3
38	NPDES Inspection Risk Factor 1
39	NPDES Inspection Risk Factor 2 and 3
40	Work Without Permit Investigation
Engineering Document Charges	
41	Water Master Plan
42	Waste Water Master Plan
43	CIP (Capital Improvement Project)
44	Grading Erosion Sediment Ordinance
45	City's Specs and Details (Pkg. of 2)
46	City's Specs (Pkg. of 1)
47	City's Detail (Pkg. of 1)
Impact Fees	
48	Water Connection (Facility Reserve Fee)
49	Sewer Connection (Facility Reserve Fee)
50	Regional Traffic Mitigation Fee
51	Pittsburg Traffic Mitigation Fee
52	In-Lieu Parkland Dedication Fee

Public Works - Water Service Charges

Fee Description	
1	New Utility Account Set-up
2	Meter Shut Off/Meter Turn On
3	Meter Shut Off (Meter locked)/Meter Turn On
4	Meter Shut Off (Meter pulled)/Meter Turn On
5	Meter Tampering fee (No active account)
6	After hours turn-ons
7	Verify meter reads
8	Fire hydrant meter - check or field read
9	Field test - water meter (up to and including 2" - from front hose bib)
10	Remove and test - water meter: 5/8" to 1"
11	Remove and test - water meter: 1 1/2" to 2"
12	Test - water meter > 2" and all others not listed
13	Sewer Back-up (customer's lateral)
14	Bacteriological Testing - first
15	Bacteriological Testing - additional
16	New Hydrant Account Set-up
17	NSF
18	ACH Reject
19	Credit Card Fraud
20	Write-off/Collection Processing
21	Meter Replacement
22	Trip Charge

2873576.1

**CITY OF PITTSBURG
PLANNING COMMISSION
STAFF REPORT**

ITEM: Edgewater Apartments, AP-17-1228 (DA, DR, FE, SR).

ORIGINATED BY: Kris Kamerzell, Discovery Builders, Inc., 4061 Port Chicago Highway, Suite H, Concord, CA 94520

SUBJECT: This is a public hearing on a request for a recommendation for City Council approval of a development agreement and plans to construct a 62-unit, two-story apartment complex on a vacant, 4.42-acre parcel located along the east side of Carion Court, across from Martin Luther King Jr. Junior High School. The applicant is also requesting approval of a fence height exception to establish a six-foot tall fence within the required front yard and an approximately five and one-half-foot-tall freestanding monument sign at the entrance of the project. The property is within the RM (Medium Density Residential) District. Assessor's Parcel Number: 073-190-033.

RECOMMENDATION:

Staff recommends that the Commission adopt Resolution No. 10085, recommending City Council approval of Development Agreement, Design Review, Fence Height Exception, and Sign Review Application No. 17-1228, subject to conditions.

BACKGROUND:

On December 15, 2011, Discovery Builders, Inc., filed Application No. 11-810, requesting approval of a General Plan Amendment and rezoning of the 4.42-acre subject parcel from CS-O (Service Commercial with a Limited Overlay, Ord. 07-1284) District to RM District. At that time, the application included a plan to subdivide the subject site into 33 single family lots.

On September 16, 2013, the City Council adopted Resolution No. 13-12039, adopting a mitigated negative declaration (MND) and mitigation monitoring program, and amending the General Plan Land Use designation of the 4.4-acre project site from Business Commercial to Medium Density Residential. Following that meeting, on October 21, 2013, the City Council adopted Ordinance No. 13-1378, re-zoning the subject site from CS-O to RM District. Due to changes in market demand following approval of the rezone, the applicant chose not to proceed with subdivision of the site.

PROJECT DESCRIPTION:

Existing Conditions: The project site includes 4.42 acres of mostly undeveloped, flat land along the east side of Carion Court, across from Martin Luther King Jr. Junior High School. While a majority of the site is bare dirt, there is an approximately 28-foot-wide paved drive aisle running along the southern boundary of the property, and a smaller, 21-foot-wide drive aisle along the eastern property line; these easements provide an

Planning Commission Staff Report

alternative access off Carion Court to the surrounding commercial and light industrial buildings. An existing 6-foot tall metal picket fence currently runs along the west side of the property, parallel to Carion Court.

Surrounding Land Uses: See Attachment 4, "Project Location Map and Existing Conditions," for an overview of surrounding uses.

Proposed Project: The proposed apartment project consists of four, two-story 'garden-style,' walk-up apartment buildings, as well as related site improvements including drive aisles, parking, landscaping, walkways, lighting, and trash enclosures. The project proposes two different building types, including three 16-unit buildings (Type A), and one 14-unit building (Type B). In total, the project proposes 32 one-bedroom, one-bathroom units, and 30 two-bedroom, two-bathroom units, ranging in size from 741-939 s.f. in size. All units would include a kitchen, dining area, living room, in-unit washer and dryer, private patio, one walk-in closet, and a private storage area (separate from interior closet space). Three garage structures available to residents would be located along the eastern side of the development.

The clubhouse and apartment buildings feature several architectural design elements intended to provide visual interest and break up large expanses of blank walls, including round river rock siding along the lower portion of the building, as well as blue tile accents. A six-foot tall, open-style metal picket fence currently runs along the western boundary of the property, within the required front-yard setback area; the applicant has requested a fence height exception in order to legalize this fencing, and has proposed continuing the metal fencing along the north and south sides of the project area, in order to create a cohesive aesthetic. Landscaping would also be installed along the majority of the fencing.

The complex's sole vehicular entrance, as proposed, would be located along Carion Court. Two automatic security gates would be located at the end of the entry drive within the interior of the project site, and would be perpendicular to the street frontage, reducing the visual impact of these gates. The developer has also requested approval of a freestanding monument sign at the north side of the entry drive, along Carion Court, to identify the proposed project. A total of 171 parking spaces would be distributed throughout the project site, including 18 garage spaces, 62 carport spaces, and 91 uncovered spaces.

The project includes an approximately 1,300 s.f. clubhouse with a fitness area. The center of the development, behind the clubhouse, would include a spa and BBQ area for residents. Approximately 27 percent of the project area would be landscaped. Landscaping would include large shade trees located throughout the parking area and along Carion Court at the project entrance, decorative accent trees around the perimeter of the apartment buildings and clubhouse, and an approximately 5,700 s.f. open lawn area.

Planning Commission Staff Report

The applicant has also proposed to enter into a development agreement with the City which would require the developer to: 1) pay to the City \$9,000 per year, for five years, to develop a bike share station near the project; 2) complete the sidewalk along the west side of Loveridge Road, from the corner of California Avenue to the Praxair driveway; and 3) develop off-site amenities, including a pedestrian trail at least 1/4 -mile in length, within the stormwater basin area at the northern end of Carion Court.

GENERAL PLAN/CODE COMPLIANCE:

General Plan: The property has a General Plan land use designation of Medium Density Residential, which is intended to provide sites for residential development at densities ranging from 7 to 14 units per gross acre. The proposed multifamily residential project proposes a density of approximately 14 dwelling units per acre, and is therefore consistent with the uses and density envisioned by the General Plan for the Medium Density Residential land use designation.

A full analysis of the project's consistency with all applicable general plan goals and policies can be found in Attachment 5 to this report.

Zoning: The property is located within the RM (Medium Density Residential) District. The proposed multifamily residential project is a permitted use within the RM District, subject to design review approval by the Planning Commission. As shown in Attachment 6, the proposed use would meet or exceed the development regulations for properties located within the RM District.

Development Review Design Guidelines: The proposed development is subject to the City's adopted Development Review Design Guidelines (DRDG), adopted by Planning Commission through Resolution No. 9864. As shown in Attachment 7, the proposed project is consistent with the applicable DRDG sections, most notably those that call for high quality design and materials to be used, a variety of building sizes and massing from a streetscape perspective (III.c), and parking lots that do not dominate the street frontage (III.e).

The proposed project would also be in conformance with DRDG section IV, "Green Building Design Guidelines," if conditions are added to require: 1) all residential buildings and carports be prewired for solar photovoltaic panels; 2) installation of a high-visibility crosswalk with flashing beacons between the project site and Martin Luther King Jr. Junior High School; and 3) bicycle parking for at least 10 bicycles be provided.

Development Agreement: Pursuant to PMC 18.44.020, the City Council adopted procedures and requirements for considering, adopting and reviewing development agreements on November 25, 1996, through Resolution No. 96-8371. Article V, Section A of City Council Resolution No. 96-8371 states that the Planning Commission shall hold a public hearing to consider the application for a development agreement and may make recommendations to the City Council concerning the application.

Planning Commission Staff Report

Required Development Agreement Findings: Pursuant to City Council Resolution No. 96-8371, the Planning Commission must make a recommendation on a development agreement prior to City Council consideration. The City Council may adopt the ordinance approving a development agreement if it finds that:

- A. the development agreement is consistent with the General Plan and any applicable specific plan; and
- B. the development agreement would promote the public health, safety, and general welfare.

Required Design Review Findings: In order to recommend approval of a design review application, the Commission must determine, in accordance with PMC section 18.36.220 (B) and 18.36.230, that:

- A. the structure conforms with good taste, good design and in general contributes to the character and image of the city as a place of beauty, spaciousness, balance, taste, fitness, broad vistas, and high quality;
- B. the structure will be protected against exterior and interior noise, vibrations and other factors that may tend to make the environment less desirable;
- C. the exterior design and appearance of the structure is not of inferior quality as to cause the nature of the neighborhood to materially depreciate in appearance and value;
- D. the structure is in harmony with proposed developments on land in the general area; and
- E. the application conforms with the criteria set forth in any applicable city-adopted design guidelines.

Required Fence Height Exception Findings: Pursuant to PMC section 18.84.205(F), the maximum allowable fence height may be increased through the issuance of a fence height exception. In order to recommend approval of a fence height exception, the Planning Commission must determine in accordance with PMC section 18.84.205.F.2, that the proposed fence structures:

- A. will not infringe upon the light, air circulation, or visual openness of surrounding properties;
- B. will not detract, impair or destroy the characteristics of the established area; and,
- C. will not be detrimental to the health, safety or welfare of persons residing or working in or adjacent to the area or neighborhood of such structure.

Planning Commission Staff Report

Required Freestanding Sign Review Findings: In order to recommend approval of the proposed freestanding sign, the Planning Commission must determine in accordance with PMC section 19.12.020(A), that one or more of the following applies:

- A. The business, use or building is set back from the street or obscured from view by adjacent structures or vegetation in such a manner that adequate identification cannot be obtained from a sign placed on the building;
- B. A freestanding sign is necessary to provide the business or use with a comparable degree of identity from the street as that available to businesses or uses on neighboring premises but that does not provide an unfair advantage over similar businesses or uses;
- C. The size or width of the property upon which the business or use is located is such that a sign or signs placed on the building do not adequately identify the premises occupied by that use;
- D. The architectural style, materials, or elements of construction are such that signs attached to the building would be in conflict with the provisions of Chapter 18.36 PMC; or
- E. The sign is a master identification sign for a shopping center of four or more individual businesses.

Environmental: This project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) under Class 32, "In-Fill Development Projects," of the state CEQA Guidelines, section 15332.

In order to ensure significant negative effects related to traffic, noise, air quality, water quality, and utility and public services do not occur, the project (as proposed) includes the following components: 1) the developer will install a high visibility crosswalk and overhead pedestrian crossing sign with flashing beacons, extending from the project entrance to the school located across Carion Court; 2) all units will be provided heating and air conditioning so windows may be kept closed at the discretion of occupants, and all recommendations from the acoustical study prepared for the project will be incorporated into building and site design; 3) the developer will comply with Bay Area Air Quality Management District (BAAQMD) basic construction mitigation measures; and 4) the developer will reimburse the City for costs of completing a model/study to determine potential increases in wastewater flows, and increase pipe sizes as needed. Additionally, the proposed development agreement will require the developer annex into community facilities districts to fund public safety, fire, and stormwater services.

Public Notice: On Friday, January 12, 2018, in accordance with Government Code section 65091, and PMC section 18.14.020C and F, a "Notice of Public Hearing," for the January 23, 2018, public hearing on this item (Attachment 9) was published in the East County Times; was posted at City Hall; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property

owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice.

ANALYSIS:

As previously mentioned, the project proposes to include a single tenant entrance/exit off Carion Court, across from Martin Luther King Jr. Junior High School. In addition, the project includes an emergency vehicle access (EVA) point at the southeast corner of the site, at the terminus of a driveway running through the existing commercial center, which includes a Starbucks, Jack-In-The-Box restaurant, and gas station; a publicly-accessible access easement running along the southern end of the site behind the commercial center connects Carion Court to the commercial drive aisle.

Both Carion Court and the commercial driveway intersect with California Avenue at separate points. The intersection of Carion Court and California Avenue is not signalized, potentially making left turns onto eastbound California Avenue, particularly during peak traffic hours, when cars would be turning onto Carion Court to drop students off, difficult; in comparison, the intersection of the commercial driveway and California Avenue is signalized, making left turns onto California and access to SR4 easier. Morning commuters looking to access the freeway, or getting coffee, gas, or breakfast would likely favor the signalized intersection, requiring them to exit the development onto Carion Court, then waiting to turn left onto the easement drive. Staff believes that allowing tenants to utilize the proposed EVA during peak traffic hours would reduce traffic in front of the junior high school, and as such, has proposed a condition of approval that would require the EVA access gate be made available Monday through Friday for tenant entry and exit, at a minimum, between the hours of 7:00-9:00 a.m. and 1:00-4:00 p.m.

Overall, the proposed project is consistent with applicable policies contained within the General Plan, as shown in Attachment 5. Most notably, the proposed project is consistent with Housing Element Goal G-1, which encourages the City to foster development of a variety of housing types, densities, and prices to balance the City's housing stock and meet Pittsburg's regional fair share housing needs for people of all income levels. The project would contribute to the improvement of the area by developing a long-standing vacant parcel to include 62 market-rate apartment units, which would attract moderate to above-moderate income households, near a portion of the City which includes a large amount of low- and very low-income units (Attachment 4), helping to establish a mixed-income community and provide a variety of housing types within this subarea, and help the City reach its regional fair share housing goals.

Further, staff believes that the proposed project's design, apartment sizes, amenities, (including detached garages, electric vehicle charging stations, fitness center, and proposed adjacent recreational trail), location near commercial opportunities and the junior high school, and easy access to State Route 4 would make these units desirable.

Planning Commission Staff Report

The proposed development agreement (Attachment 2) is consistent with General Plan, specifically: policy 3-P-1, in that it requires the developer construct C.3 facilities within an off-site location to ensure adequate provision of public stormwater facilities and infrastructure; policies 3-P-16, 3-P-17, 4-P-83, 7-P-39, and 7-P-42, in that it requires the developer complete the sidewalk along the west side of Loveridge Road from California Avenue to the driveway of Praxair to allow additional pedestrian movement and the establishment of a bus stop; and policies 8-P-1, 8-P-2, and 8-P-11, in that it requires payment of fees to help the City meet its park and recreation facility standards.

With the inclusion of conditions of approval related to the secondary access point and installation of a high-visibility crosswalk extending from the project entrance to the school located across Carion Court, as well as conditions requiring that: 1) carports visible from the public right-of-way and commercial center be finished with roof material and pitch similar to the main buildings; 2) the first-floor exterior of each proposed building be painted a different color than the second floor; and 3) crosswalks between across Carion Court and adjacent to project access points be finished with colored and/or stamped concrete, the Planning Commission can make the required findings to recommend approval of the proposed development agreement and architectural and site development plans. In addition, staff believes the requested fence height exception and freestanding monument sign approvals are warranted, in that the proposed fence location would provide increased security at the project site and maintain continuity between the proposed fence line and the property to the south, and the proposed monument sign would attractively identify the main entrance and help provide a sense of place.

ACTION REQUIRED:

Staff recommends that the Commission adopt the attached Resolution No. 10085, recommending City Council approval of a development agreement, design review, sign review, and fence height exception for the Edgewater Apartments, subject to conditions.

ATTACHMENTS:

1. Proposed Resolution No. 10085
2. Exhibit A to Resolution No. 10085 (Development Agreement)
3. Project Plans, date stamped August 25, 2017
4. Project Location Map and Existing Conditions Photos
5. Applicable General Plan Goals and Policies
6. Property Development Regulations
7. Development Review Design Guidelines
8. Noise and Vibration Assessment
9. Public Hearing Notice and Vicinity Map

Prepared by: Jordan Davis, AICP, Senior Planner



MEMORANDUM

Memo: January 23, 2018
To: Planning Commission
From: Jordan Davis, AICP, Senior Planner
RE: **Edgewater Apartments, AP-17-1228 (DA, DR, FE, SR)**

The draft development agreement, provided as Exhibit A of proposed Resolution No. 10085 (Attachment 2 of the staff report for the project), is missing a few items that will be added prior to City Council consideration, and which generally include the following:

1. additional language to allow for the termination of the development agreement once the developer has completed the project and complied with all conditions in the agreement;
2. requirement for execution of a separate memorandum of understanding (MOU) outlining the conditions for use, construction, and continuous maintenance of the proposed off-site C.3 (bioretention) facilities;
3. requirement for a central irrigation system within the C.3 facility;
4. additional language to allow for a reduced bike share funding obligation in the event the City does not maintain such a program; and
5. requirement that the developer pay the current parkland in-lieu fee in place at the time building permits are issued, rather than a pre-defined amount.

Required Action: If the Commission has no objections to the additional items, staff recommends that the motion be modified to include the items listed above.

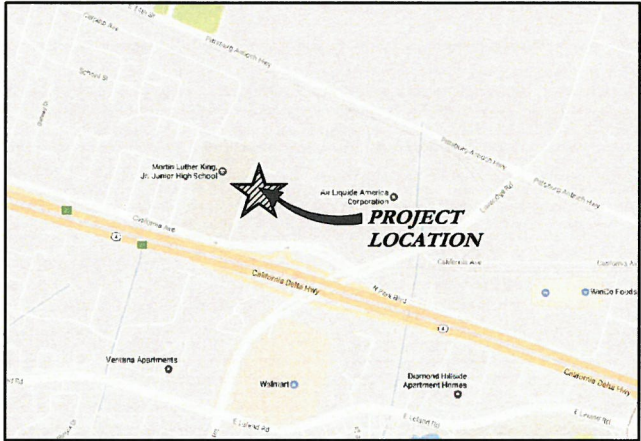
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AUG 25 2017
PLANNING DIVISION



EDGEWATER APARTMENTS

PITTSBURG, CALIFORNIA

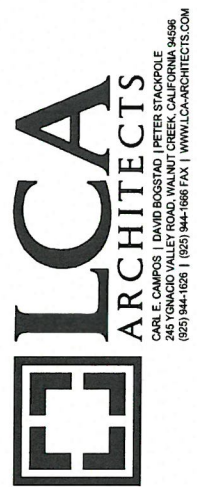
VICINITY MAP
NOT TO SCALE



SHEET INDEX

- A1 CONCEPTUAL SITE PLAN
- A2.1 BLDG TYPE 'A' - MASSING & ROOF PLANS
- A2.2 BLDG TYPES 'B' - MASSING & ROOF PLANS
- A3.1 BLDG TYPE 'A' - ELEVATIONS
- A3.2 BLDG TYPE 'B' - ELEVATIONS
- A4.1 CLUBHOUSE - MASSING & ROOF PLANS
- A4.2 CLUBHOUSE & TRASH ENCLOSURE - ELEVATIONS
- A4.3 TYPICAL GARAGE - PLANS & ELEVATIONS
- A5.1 UNIT TYPE 'A' - FLOOR PLANS
- A5.2 UNIT TYPE 'B' - FLOOR PLANS
- A6 COLOR CHART & DESIGN ELEMENTS
- A7 SITE ENTRY SIGN & EQUIPMENT SCREEN

EDGEWATER APARTMENTS
CARION COURT, PITTSBURG, CALIFORNIA



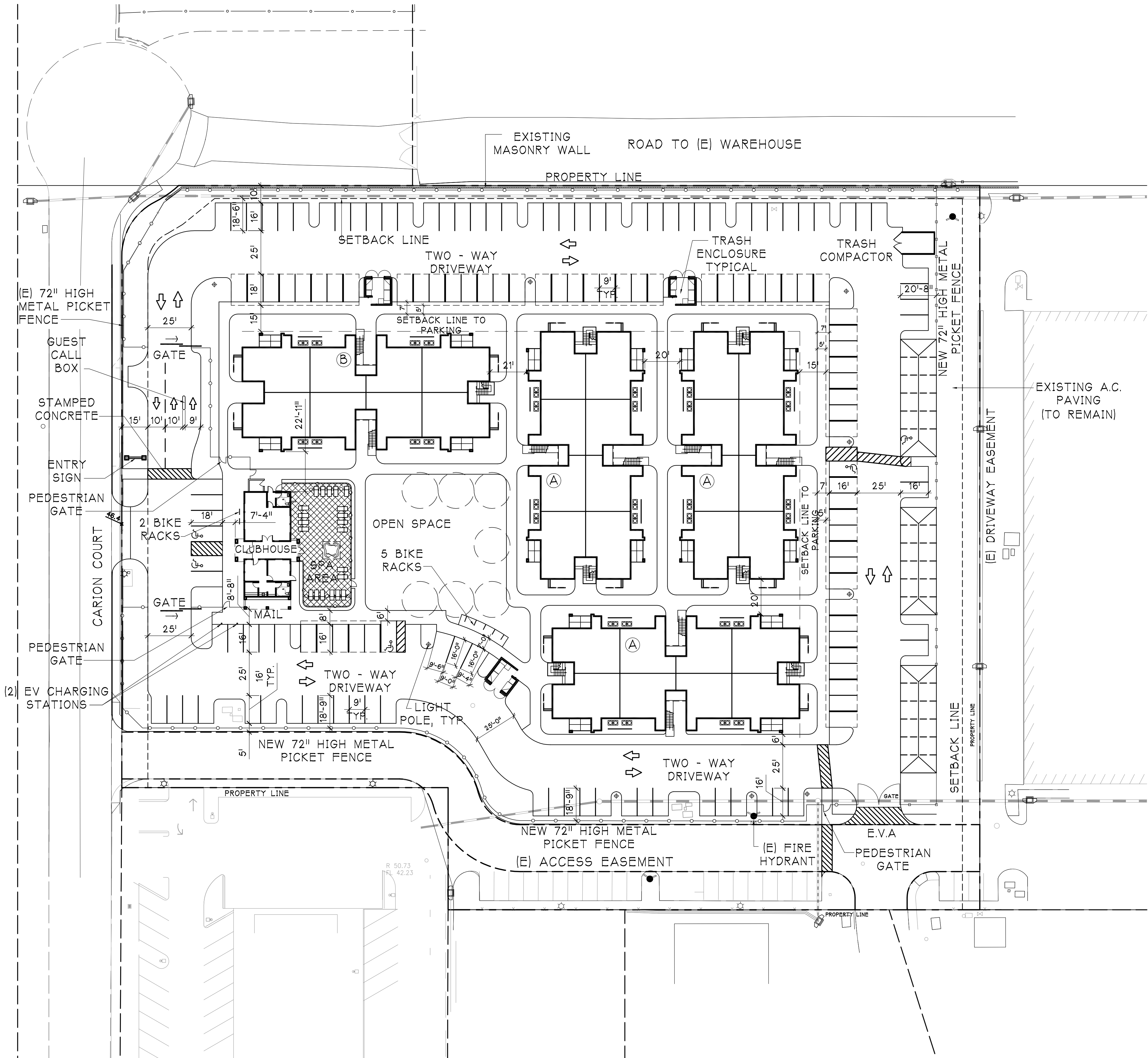
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AND/OR CHANGE. THE ARCHITECT MAKES NO CLAIM
FOR ACCURACY OF CONCEPTUAL INFORMATION
OR OF INFORMATION SUPPLIED BY OTHERS.

COVER SHEET

SCALE: N.T.S.
DATE: 08 / 10 / 2017

REVISIONS:
05 / 12 / 2017
06 / 05 / 2017
08 / 10 / 2017

PROJECT NO. 10011
A0
SHEET OF



PROJECT DATA			
TOTAL GROSS PROJECT SITE AREA		4.418 AC	192,448 S.F.

MEDIUM DENSITY RESIDENTIAL (RM)
4.418 ACRES X 14 UNITS/ACRE = 62 UNITS ALLOWED

LOT COUNT		NO. OF BLDGS		NO. OF UNITS/BLDG	
BLDG TYPE A	7152 S.F.	3	X	16	= 48
BLDG TYPE B	7152 S.F.	1	X	14	= 14
TOTAL				UNITS 62	

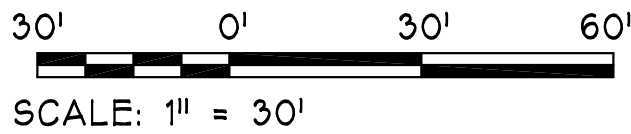
1 BR	32	UNITS	51.61%
2 BR	30	UNITS	48.39%

PARKING REQUIRED	
PARKING REQUIRED BY CITY STANDARDS:	
1 BR (2 SPACES PER UNIT)	64 SPACES
2 BR (2.5 SPACES PER UNIT)	75 SPACES
TOTAL	139 SPACES

PARKING PROVIDED	
CARPORT SPACES (1 SPACE/UNIT)	62 SPACES
GARAGE SPACES	18 SPACES
STANDARD OPEN SPACES	89 SPACES
TOTAL SPACES PROVIDED	169 SPACES
ACCESSIBLE SPACES INCLUDED	5 SPACES

ACCESSIBLE PARKING REQUIRED	
COVERED UNITS (GROUND FLOOR)	32 UNITS
REQUIRED PARKING FOR COVERED UNITS	72 SPACES
ACCESSIBLE PARKING FOR COVERED UNITS (2%)	2 SPACES
GUEST PARKING SPACES AVAILABLE (MAXIMUM)	32 SPACES
ACCESSIBLE PARKING FOR GUESTS (5%)	2 SPACES
TOTAL ACCESSIBLE PARKING	4 SPACES

CONCEPTUAL SITE PLAN



EDGEWATER APARTMENTS
CARION COURT, PITTSBURGH, CALIFORNIA

LCA ARCHITECTS
RESTRICTED ARCHITECTURAL DRAWINGS
THE INFORMATION, PLANS, DESIGNS, NOTES AND ARRANGEMENTS SHOWN ON THIS DRAWING ARE CONFIDENTIAL AND MAY NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE EXPRESSED WRITTEN PERMISSION OF LCA ARCHITECTS. DRAWINGS NOTED AS PRELIMINARY, SCHEMATIC AND/OR CONCEPT CONTAIN INFORMATION THAT IS CONCEPTUAL AND SUBJECT TO VERIFICATION AND/OR CHANGE. THE ARCHITECT MAKES NO CLAIM FOR ACCURACY OF CONCEPTUAL INFORMATION OR OF INFORMATION SUPPLIED BY OTHERS.

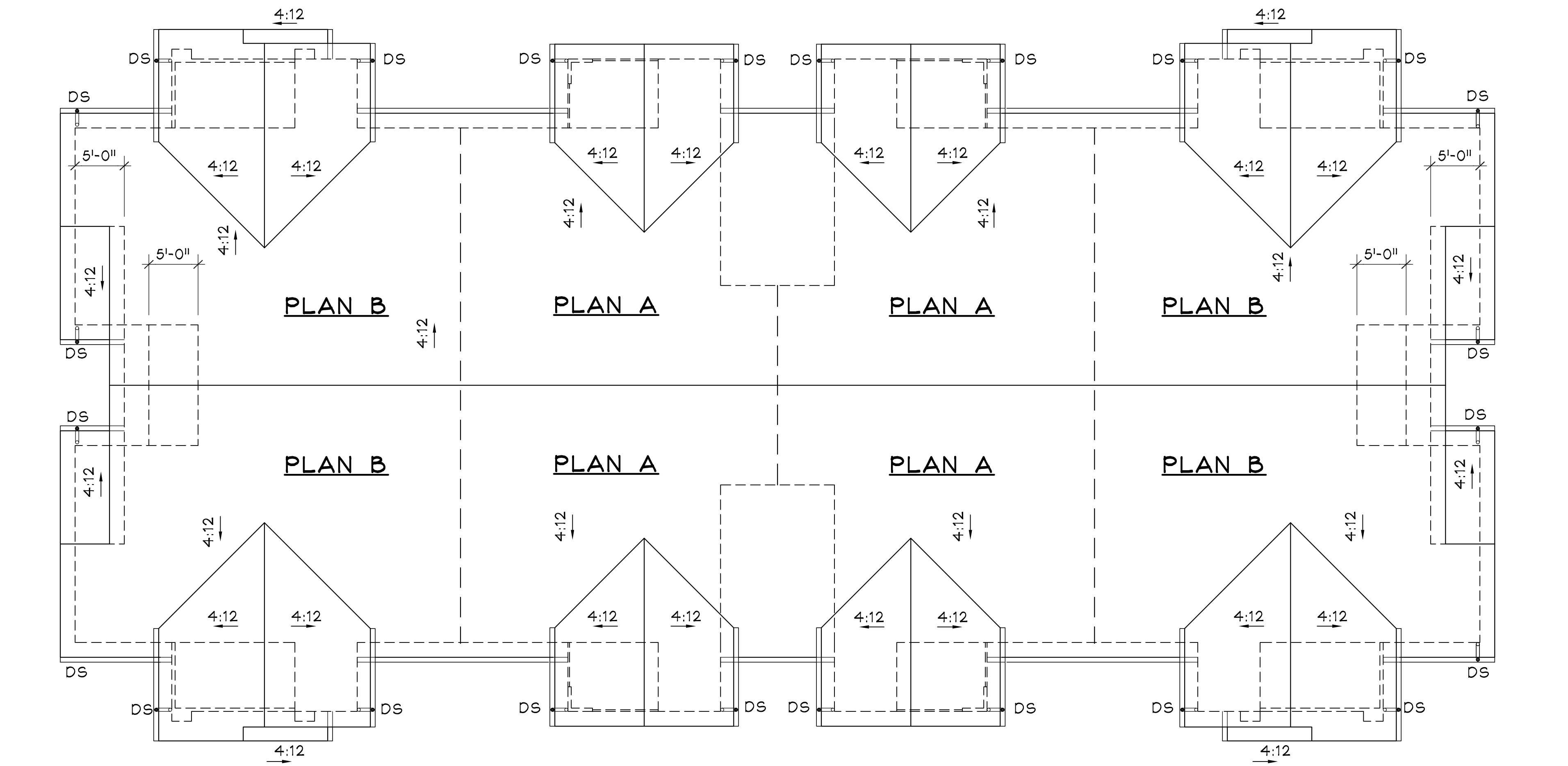
CONCEPTUAL SITE PLAN, PROJECT DATA

SCALE: AS SHOWN
DATE: 08 / 10 / 2017

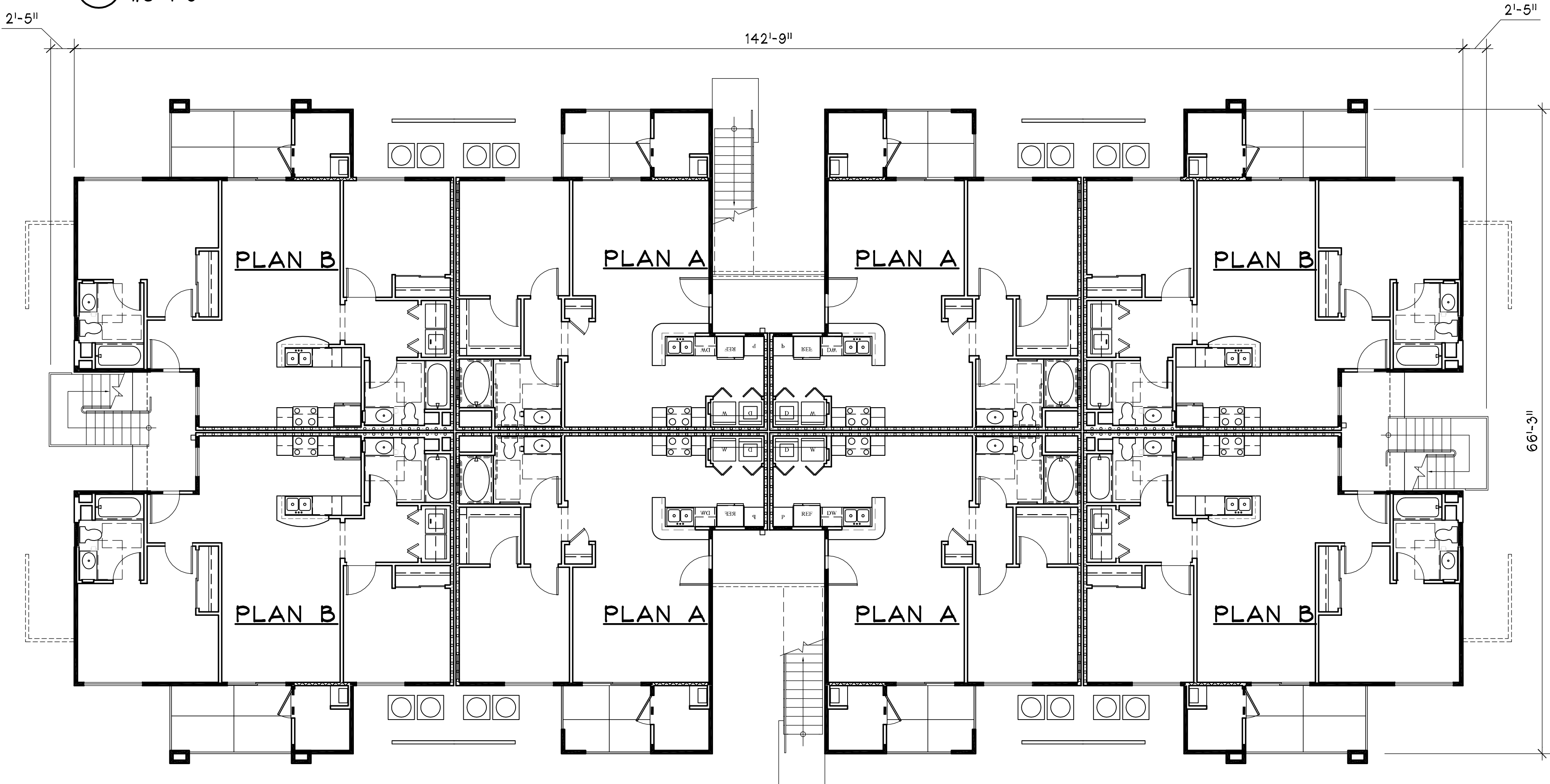
REVISIONS:
05 / 12 / 2017
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PROJECT NO. 10011

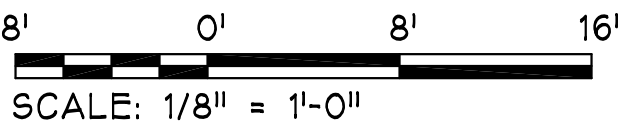
PLAN A: 1 BR, 1 BATH
PLAN B: 2 BR, 2 BATH



1 ROOF PLAN - BUILDING TYPE A
1/8"=1'-0"



2 MASSING PLAN BUILDING TYPE A - 1ST FLOOR
1/8"=1'-0"



EDGEWATER APARTMENTS
CARION COURT, PITTSBURG, CALIFORNIA

LCA ARCHITECTS
RESTRICTED ARCHITECTURAL DRAWINGS
THE INFORMATION, PLANS, DESIGNS, NOTES AND ARRANGEMENTS SHOWN ON THIS DRAWING ARE CONFIDENTIAL AND MAY NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE EXPRESSED WRITTEN PERMISSION OF LCA ARCHITECTS. DRAWINGS NOTED AS PRELIMINARY, SCHEMATIC AND/OR CONCEPT CONTAIN INFORMATION THAT IS CONCEPTUAL AND SUBJECT TO VERIFICATION AND/OR CHANGE. THE ARCHITECT MAKES NO CLAIM FOR ACCURACY OF CONCEPTUAL INFORMATION OR OF INFORMATION SUPPLIED BY OTHERS.

**MASSING & ROOF PLAN
TYPE A
16 UNITS**

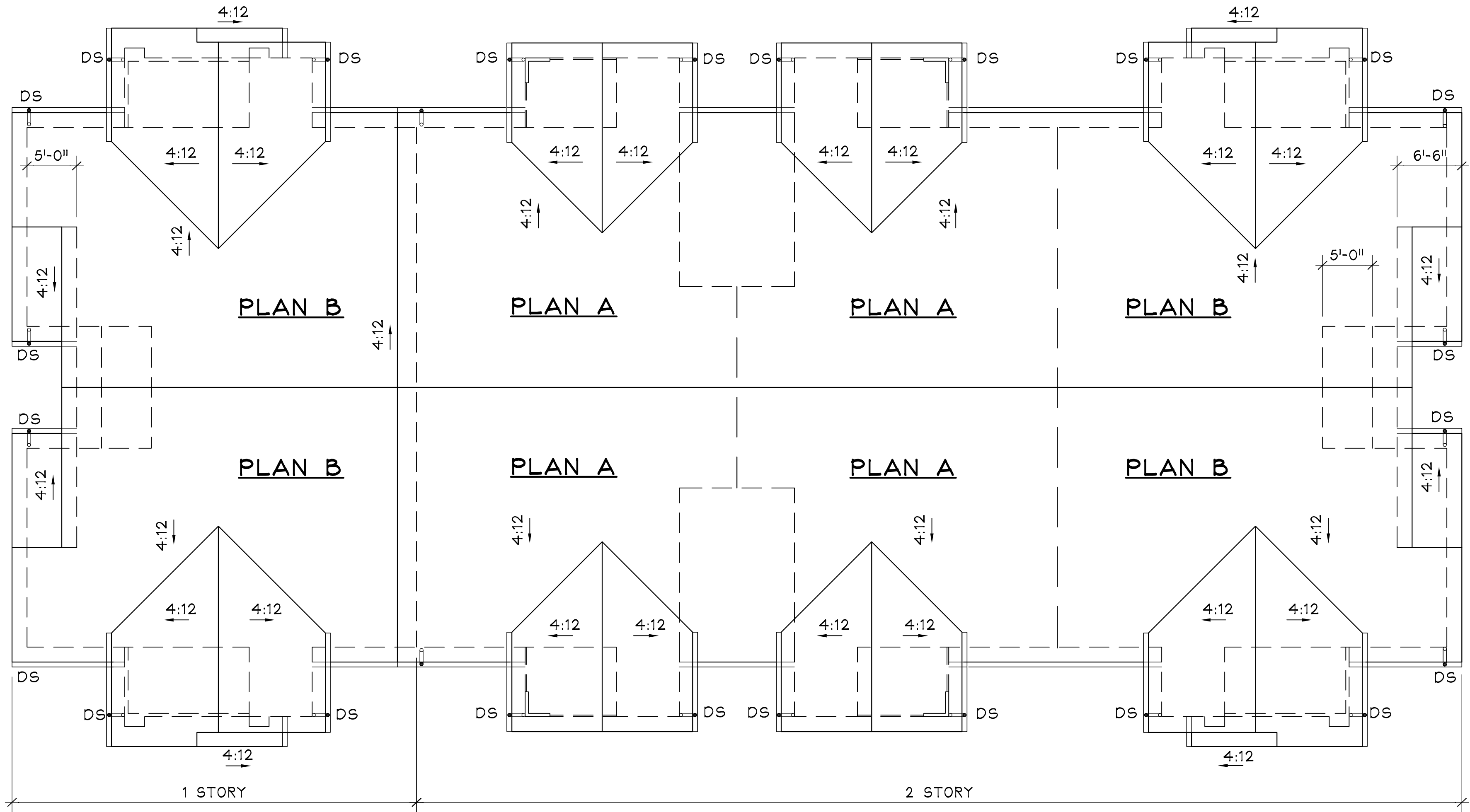
SCALE:
DATE: 08 / 10 / 2017

REVISIONS:
05 / 12 / 2017
06 / 05 / 2017
08 / 10 / 2017

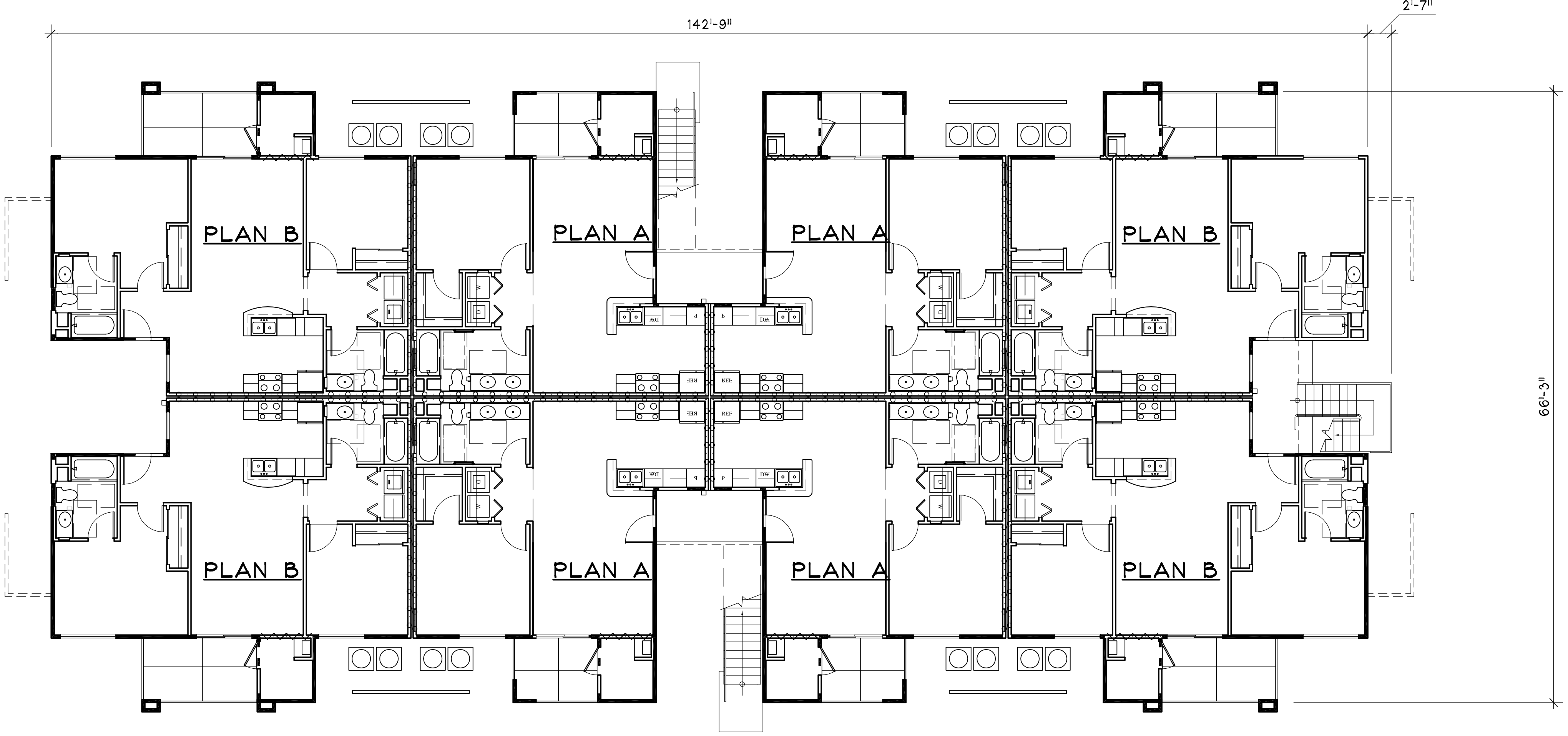
PROJECT NO. 10011

A2.1
SHEET OF

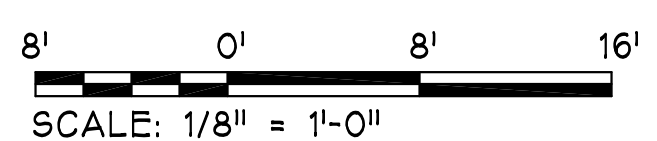
PLAN A: 1 BR, 1 BATH
PLAN B: 2 BR, 2 BATH



1 ROOF PLAN - BUILDING TYPE B
1/8"=1'-0"



2 MASSING PLAN BUILDING TYPE B - 1ST FLOOR
1/8"=1'-0"



EDGEWATER APARTMENTS
CARION COURT, PITTSBURG, CALIFORNIA

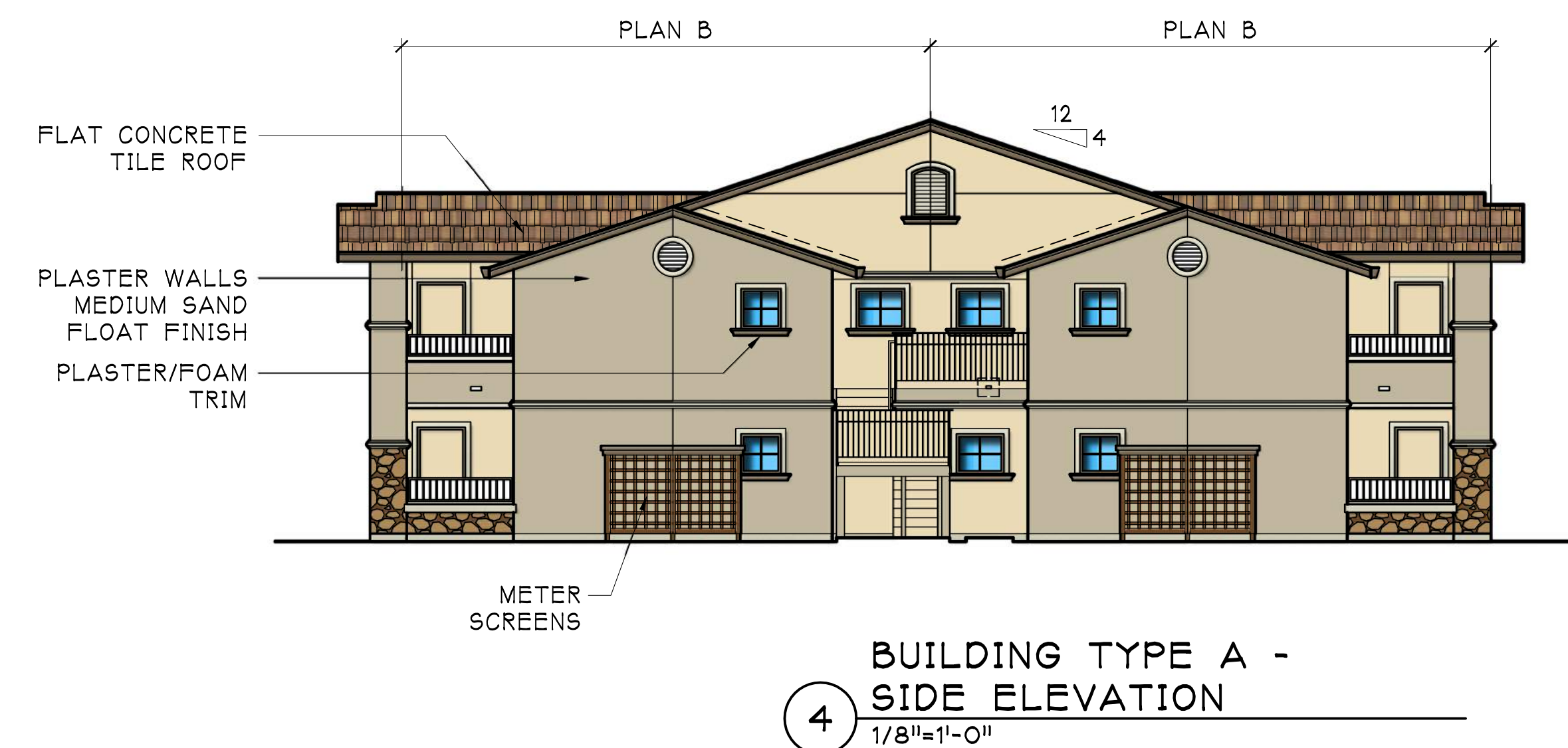
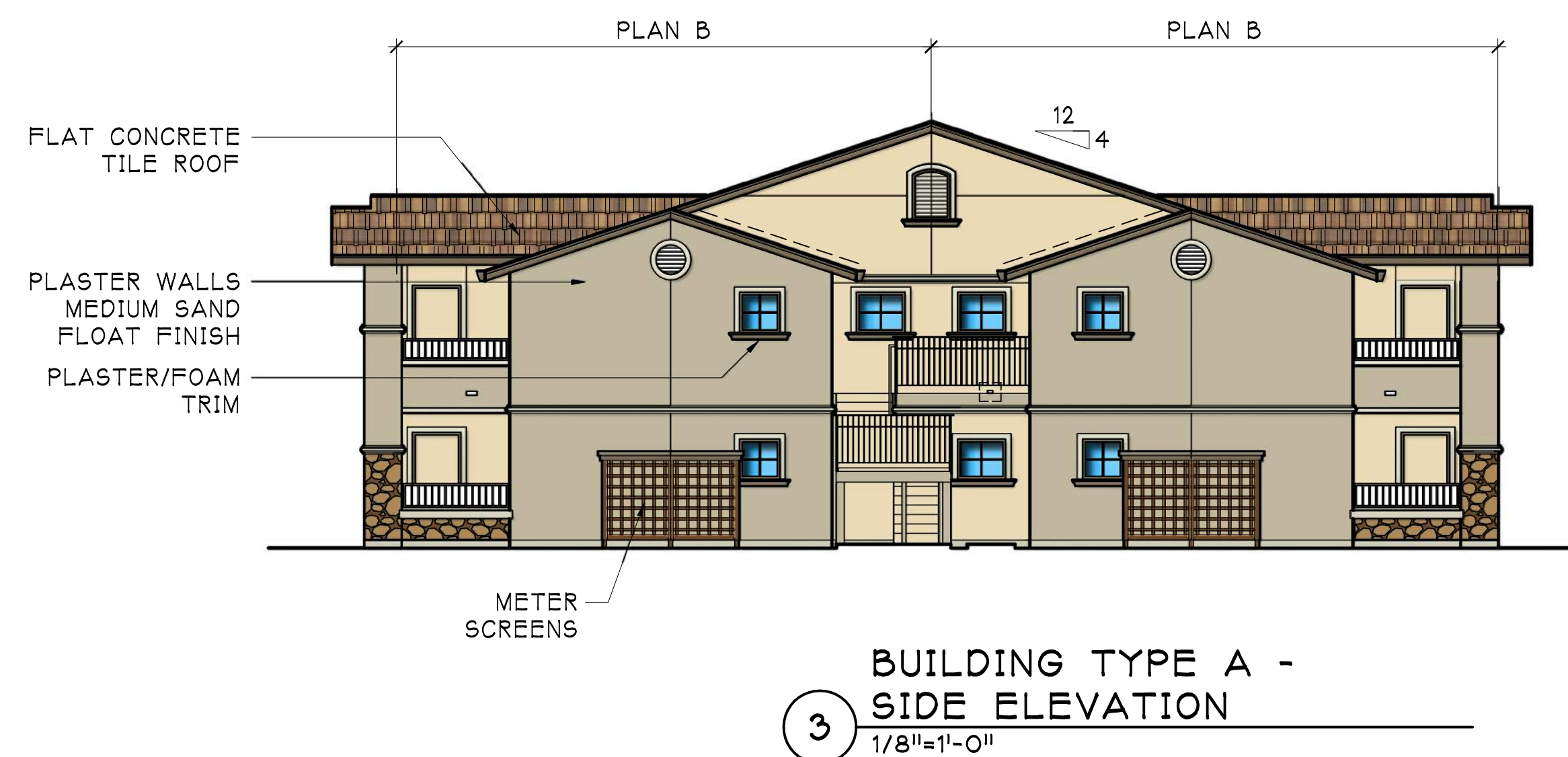
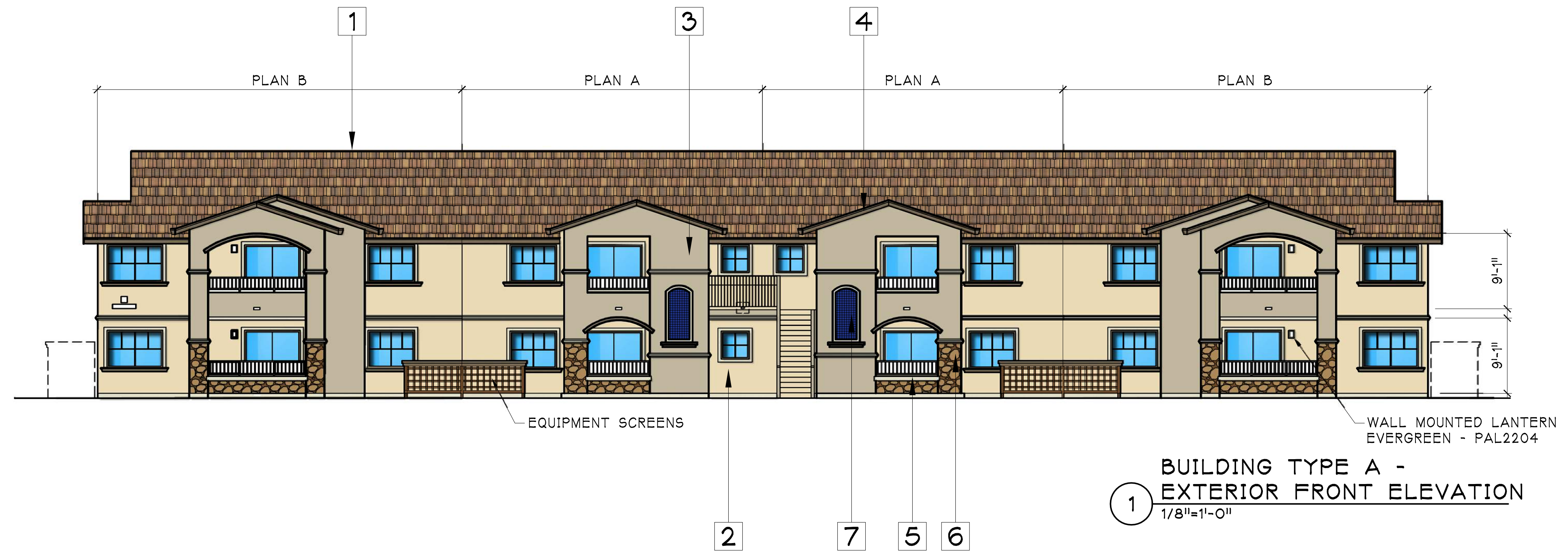
LCA ARCHITECTS
RESTRICTED ARCHITECTURAL DRAWINGS
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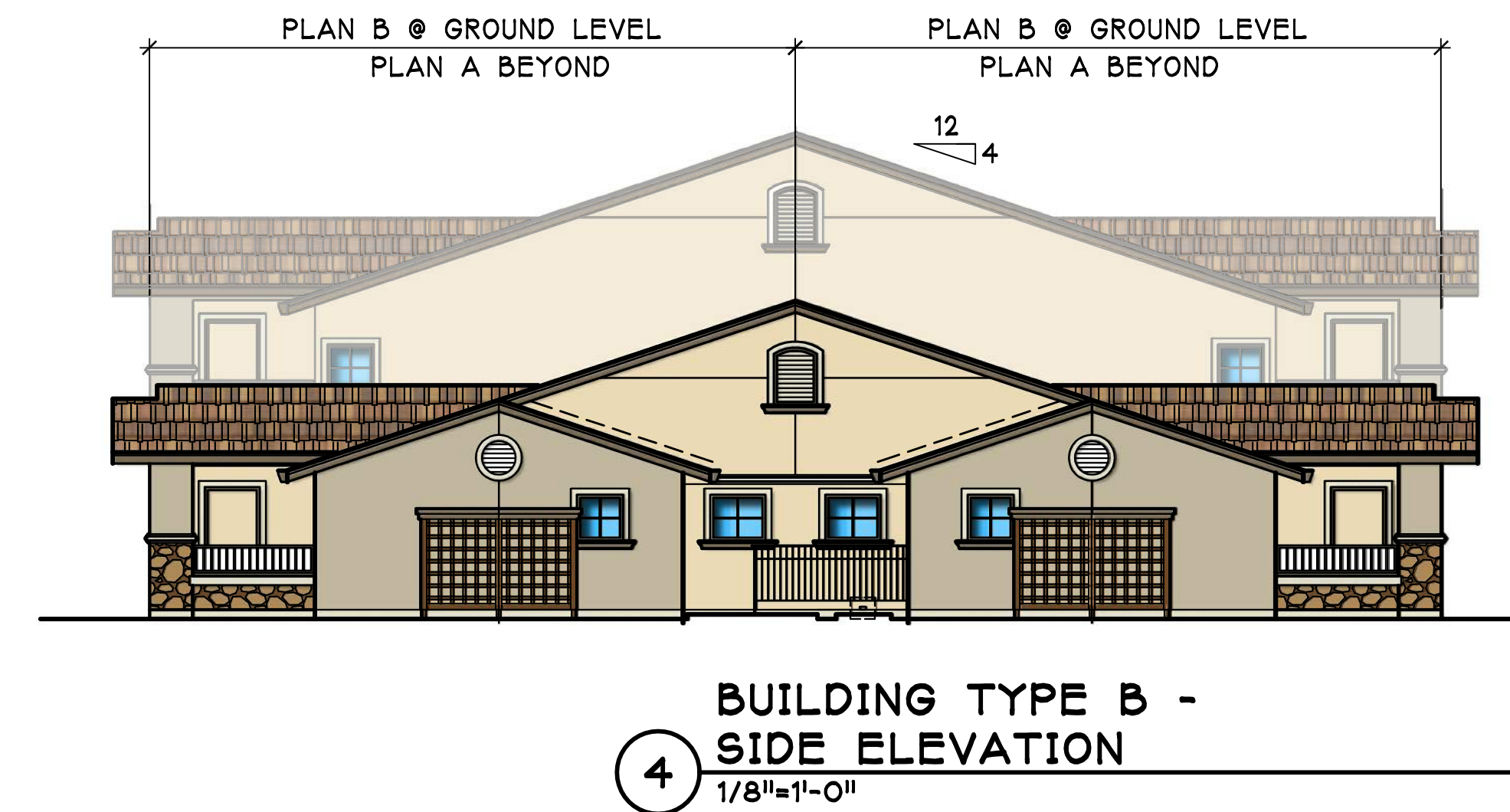
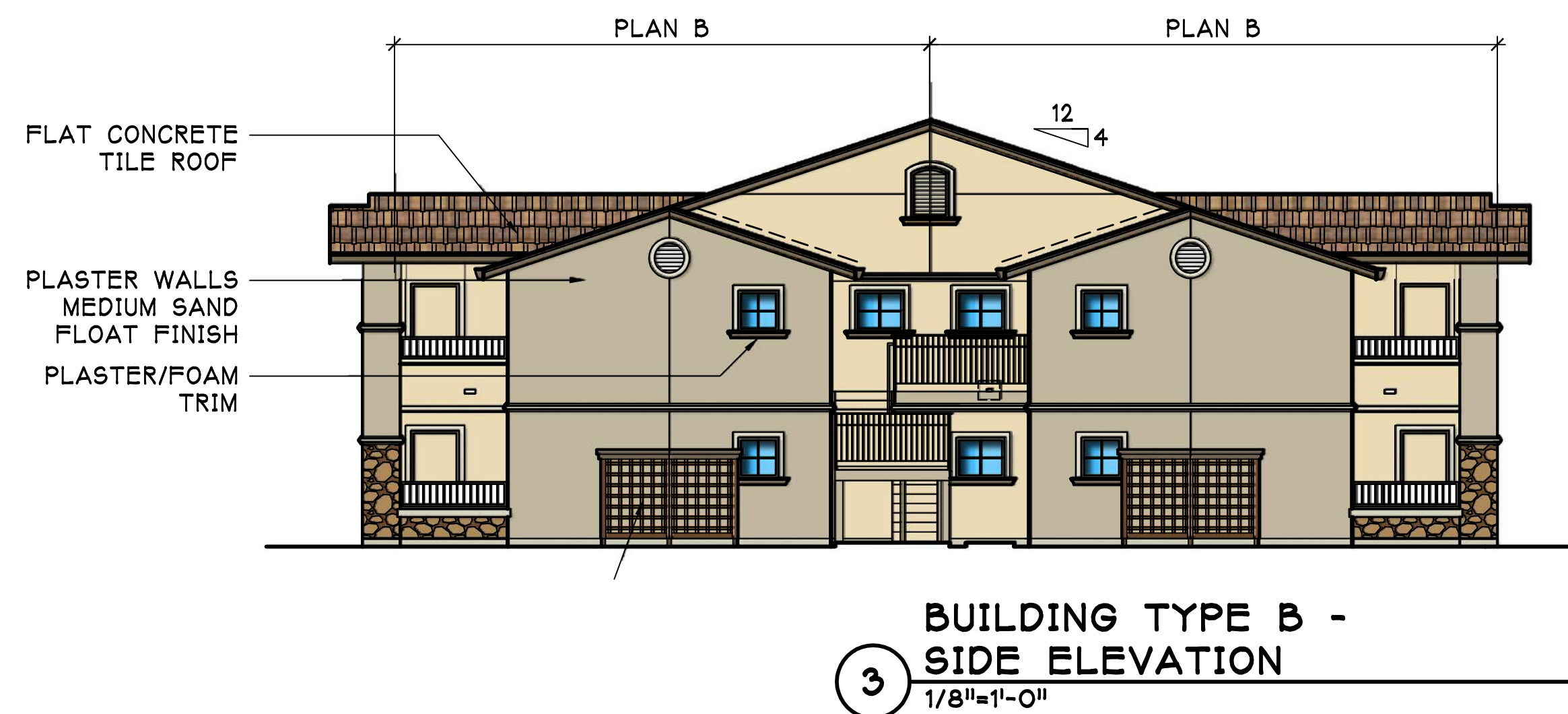
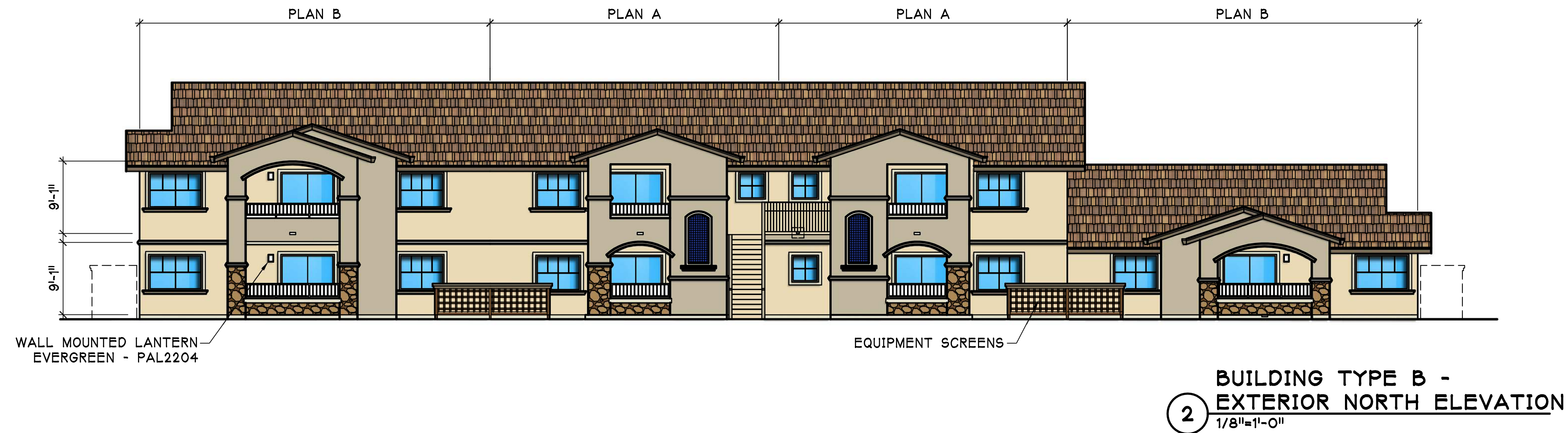
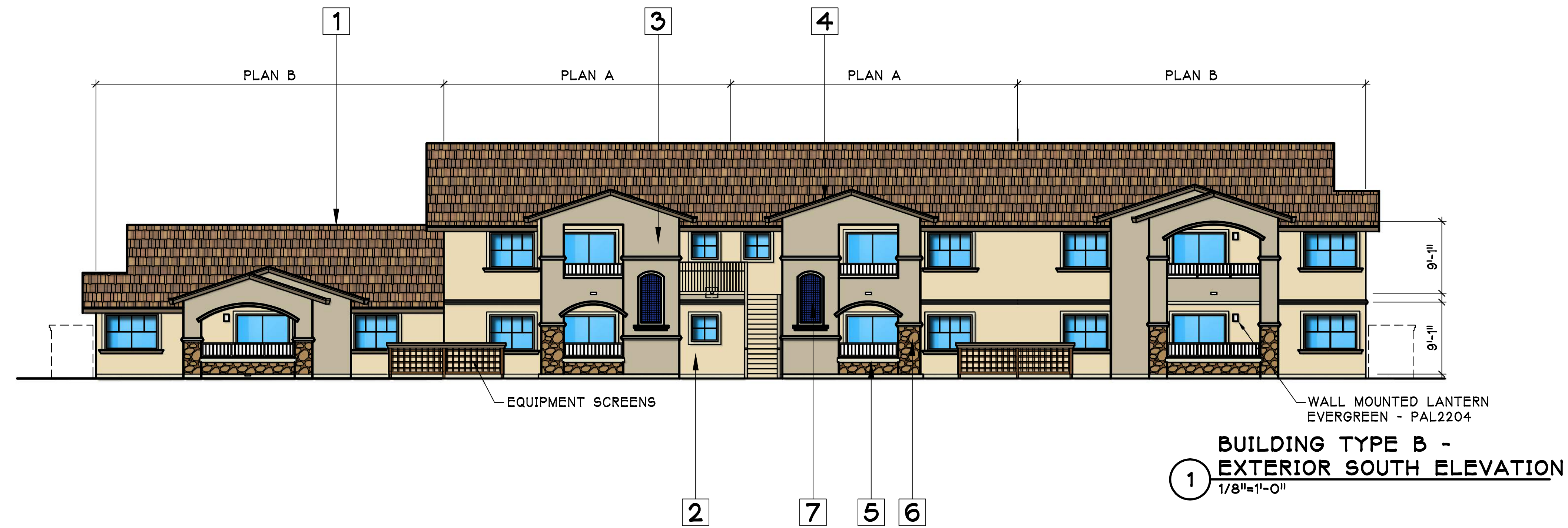
**MASSING & ROOF PLAN
TYPE B
14 UNITS**

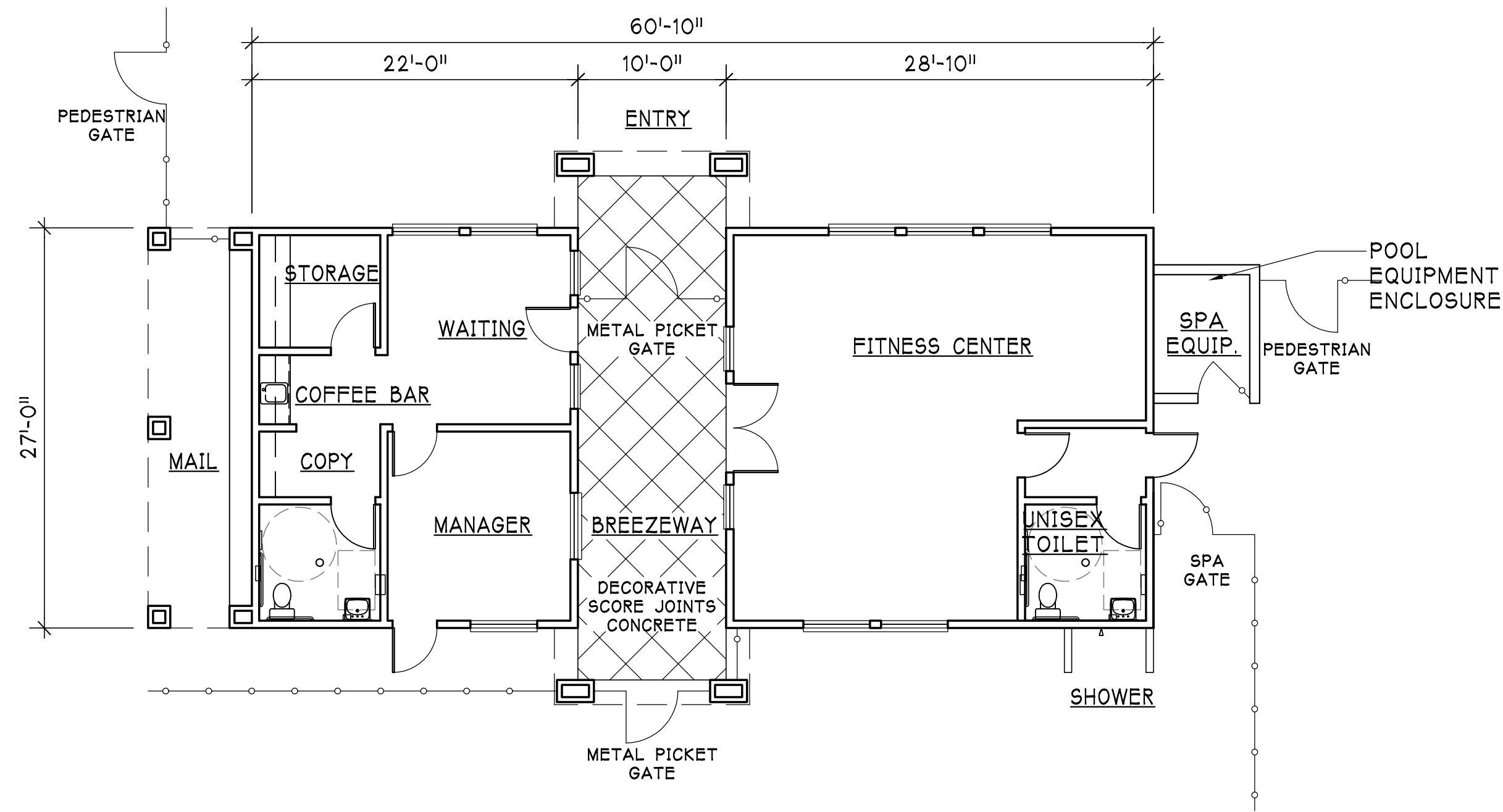
SCALE:
DATE: 08 / 10 / 2017

REVISIONS:
05 / 12 / 2017
06 / 05 / 2017
08 / 10 / 2017

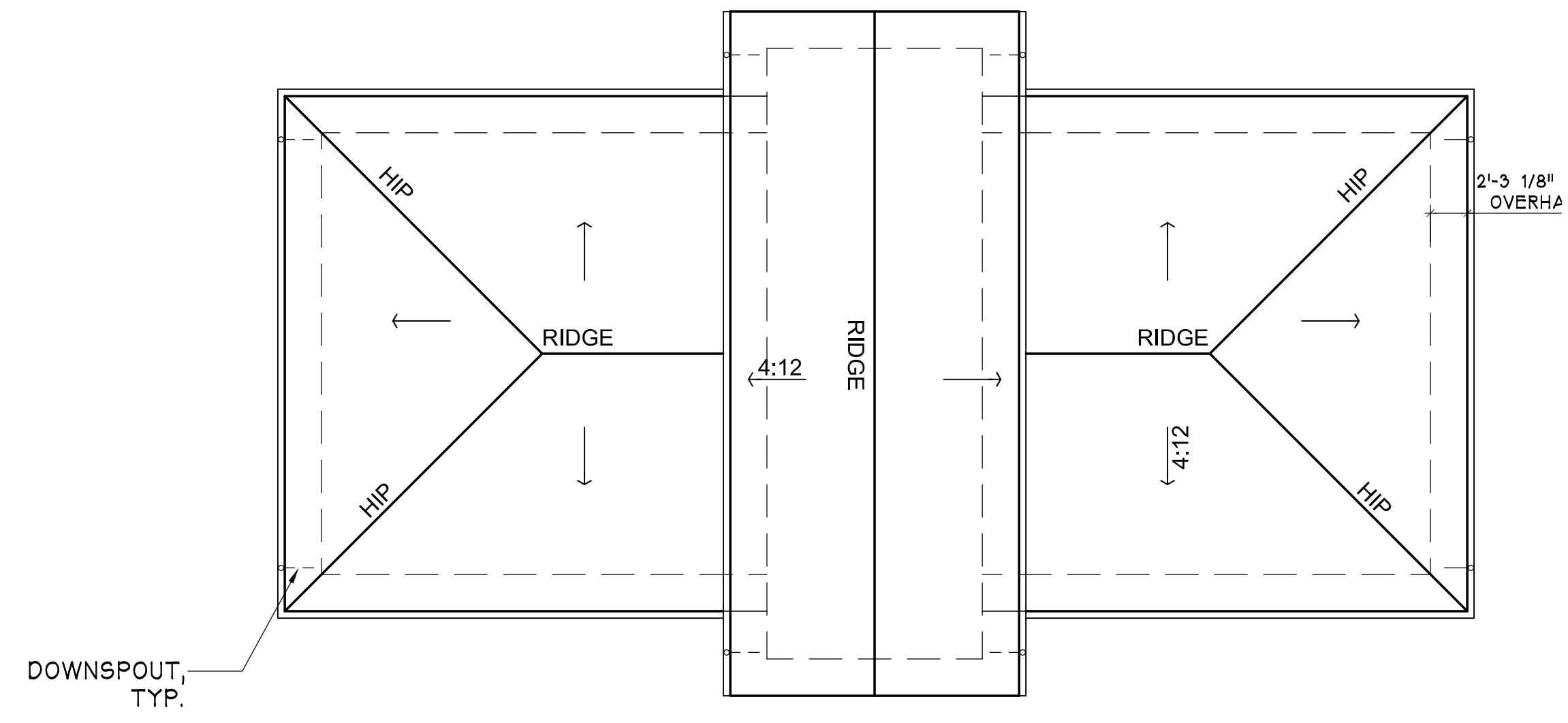
PROJECT NO. 10011



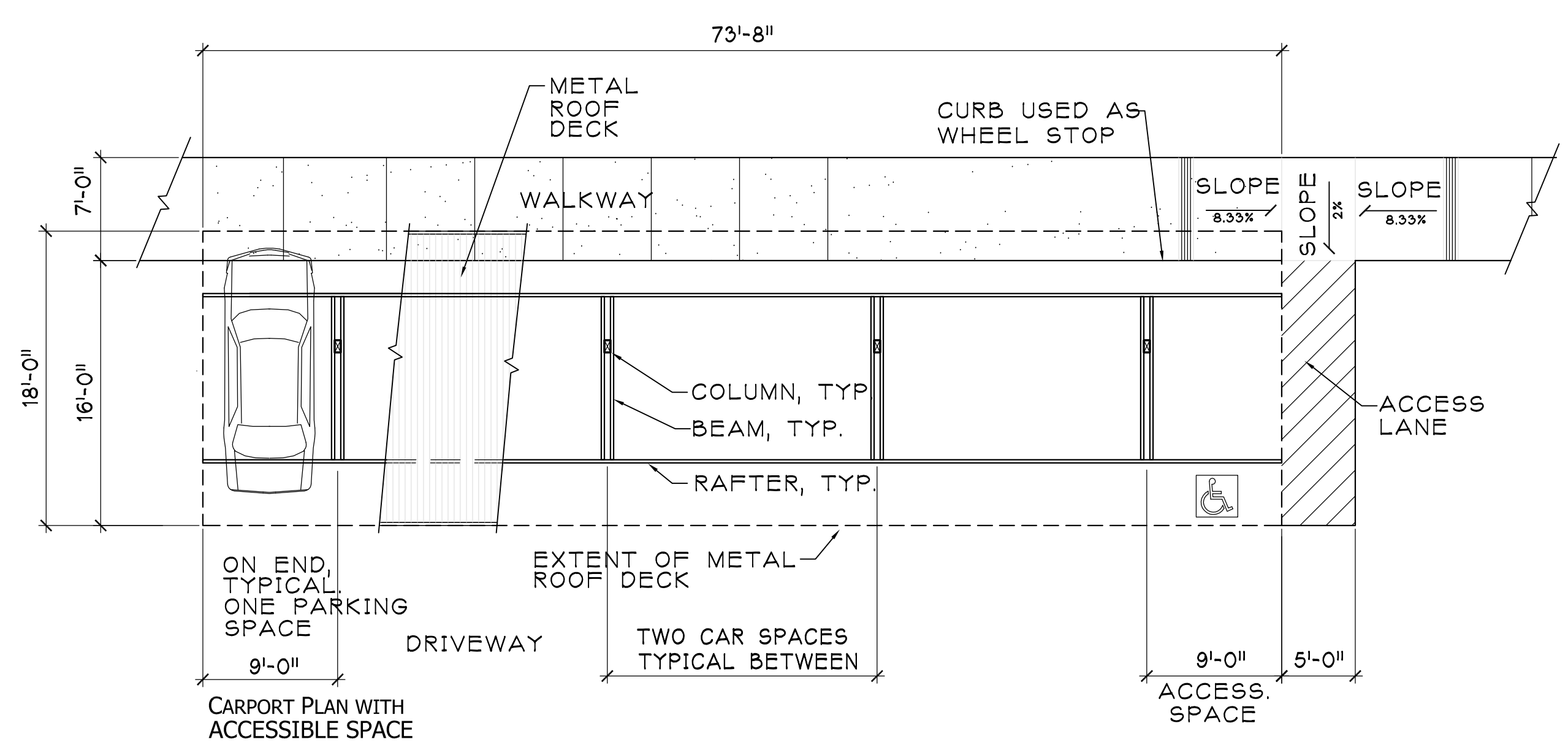




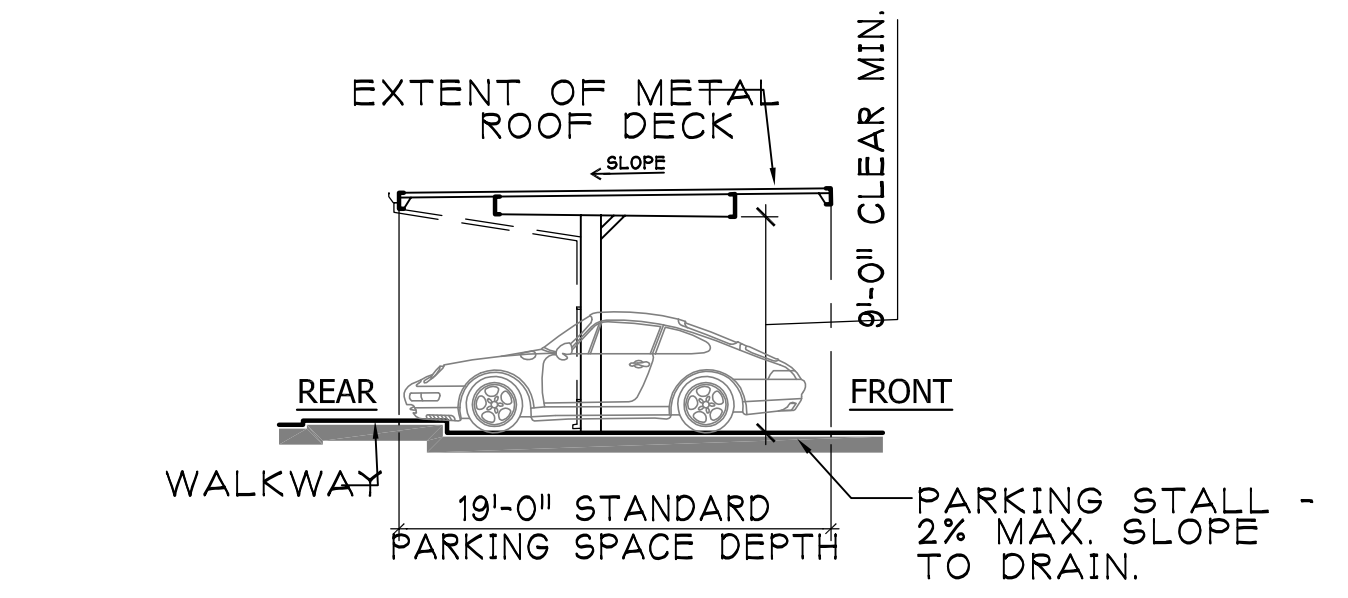
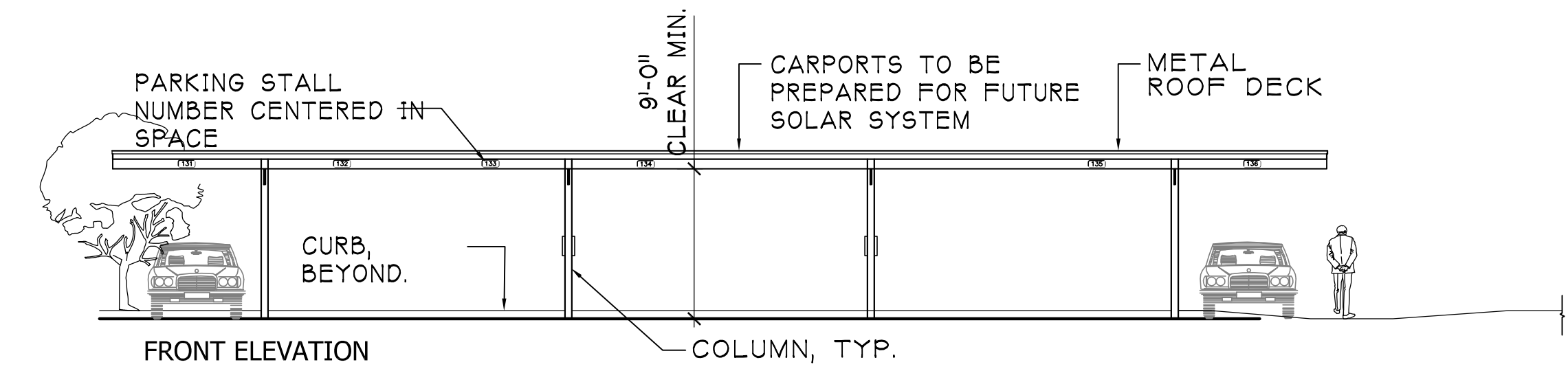
2 CLUBHOUSE FLOOR PLAN
1/8"=1'-0" **AREA CALC.**
1,323 SF



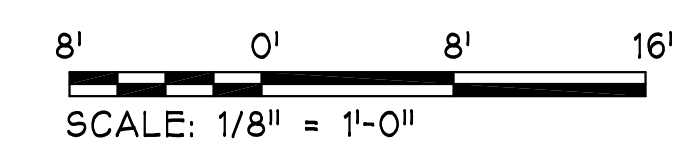
1 CLUBHOUSE ROOF PLAN
1/8"=1'-0"



3 CARPORT PLAN
1/8"=1'-0"



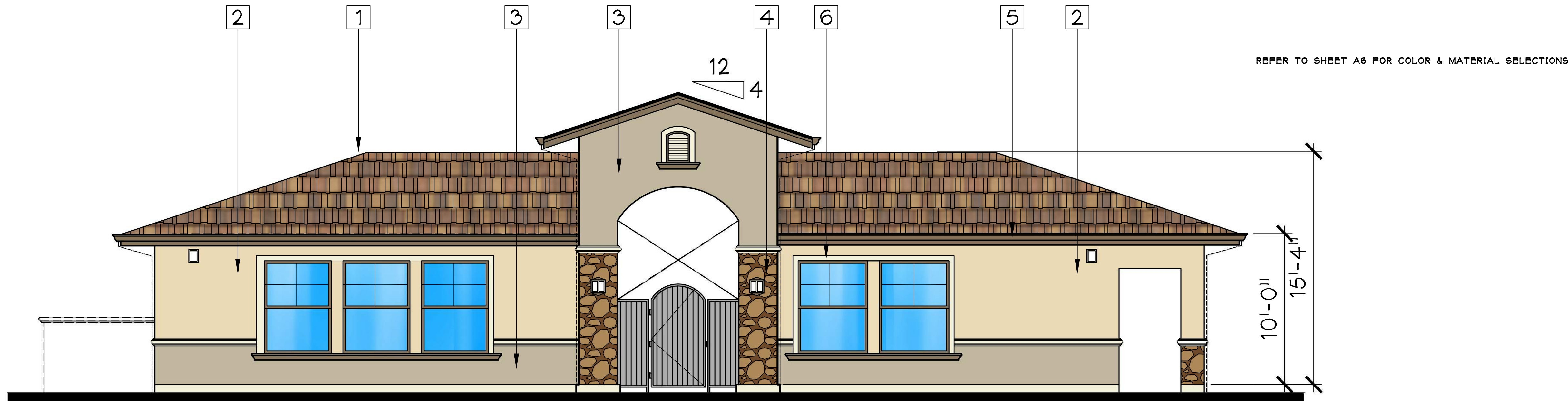
4 CARPORT ELEVATIONS
1/8"=1'-0"



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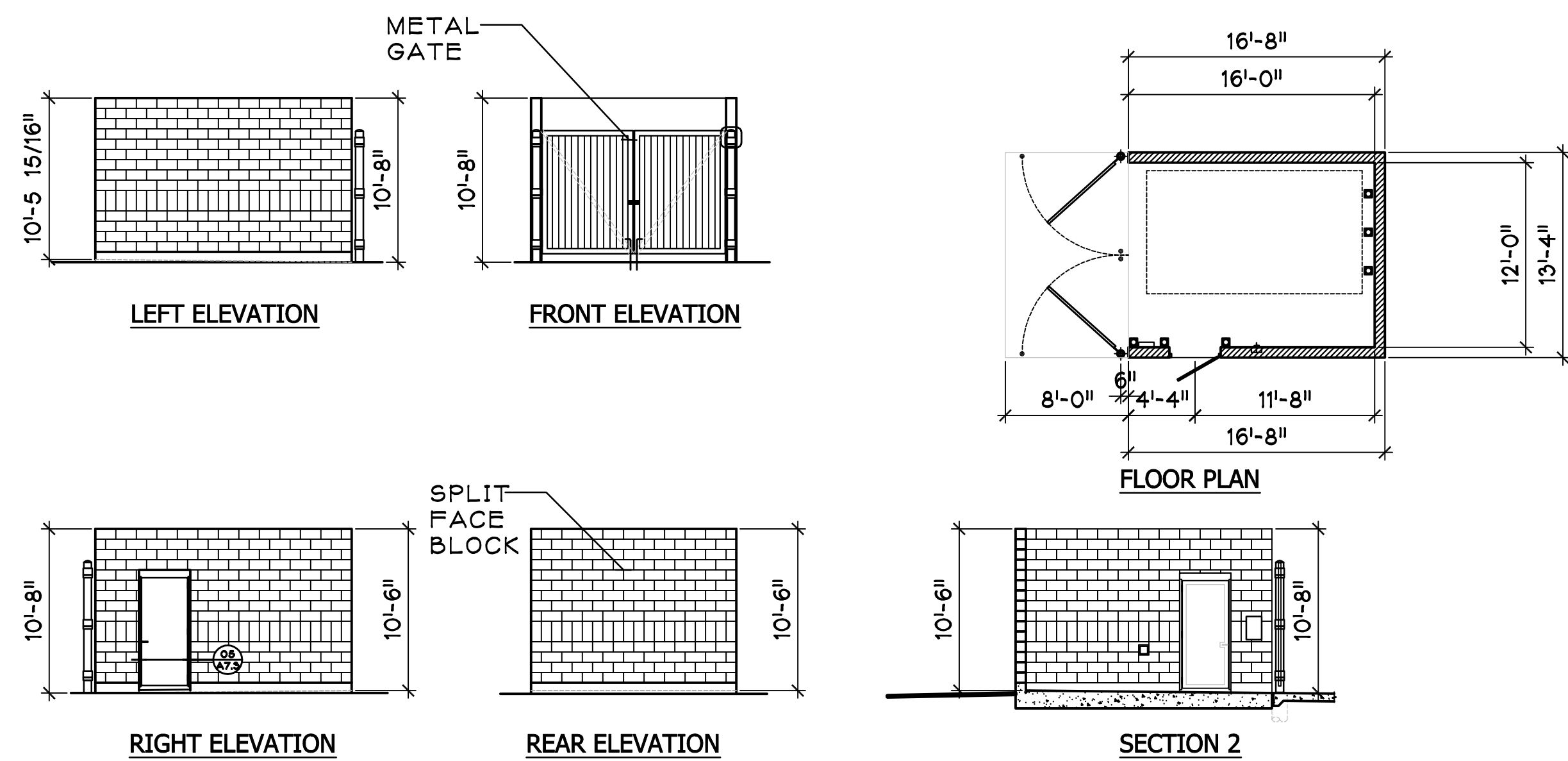
CLUBHOUSE PLANS & TYPICAL CARPORT

SCALE: 1/8" = 1'-0"
DATE: 08 / 10 / 2017
REVISIONS:
05 / 12 / 2017
06 / 05 / 2017
08 / 10 / 2017

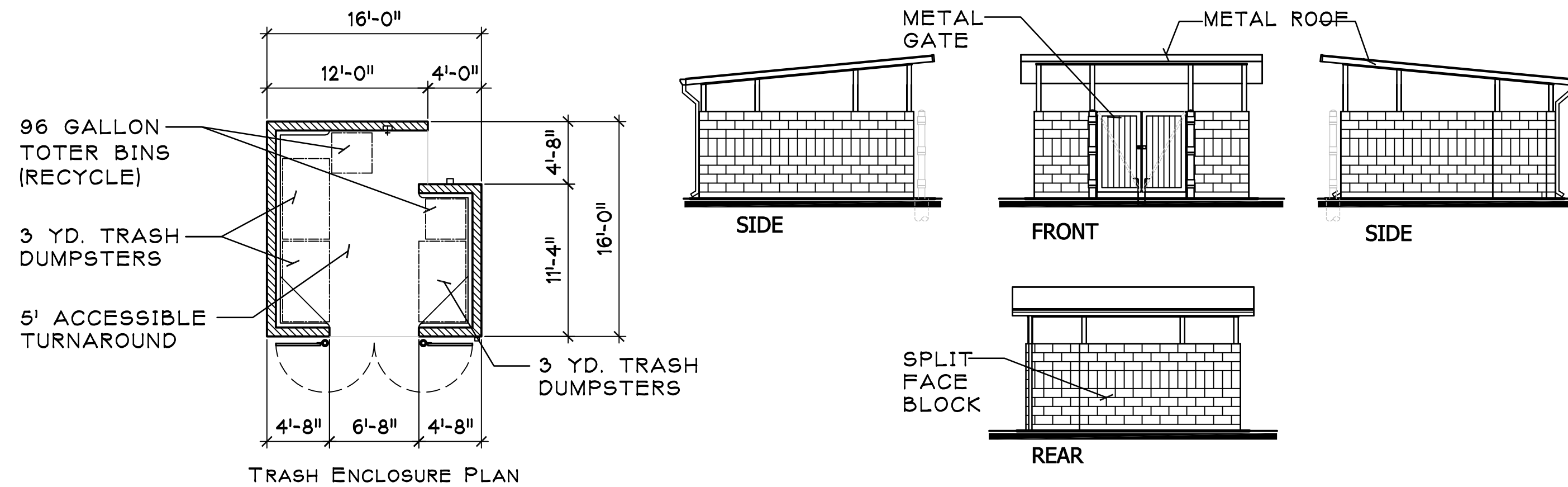


REFER TO SHEET A6 FOR COLOR & MATERIAL SELECTIONS

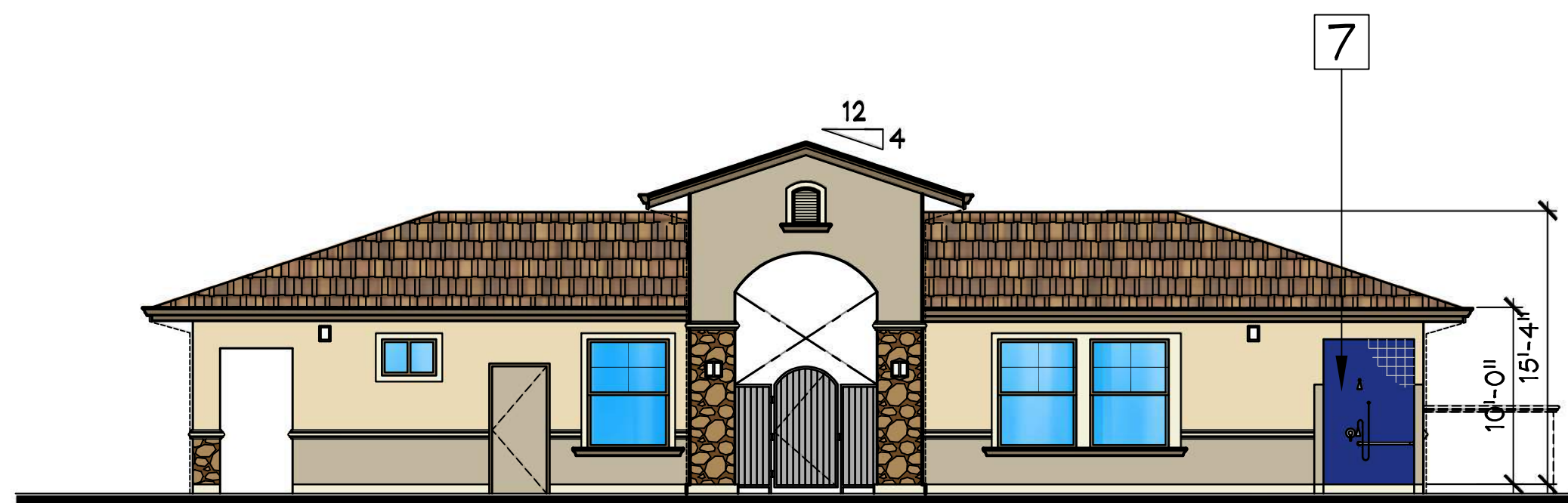
1 FRONT ELEVATION
1/4"=1'-0"



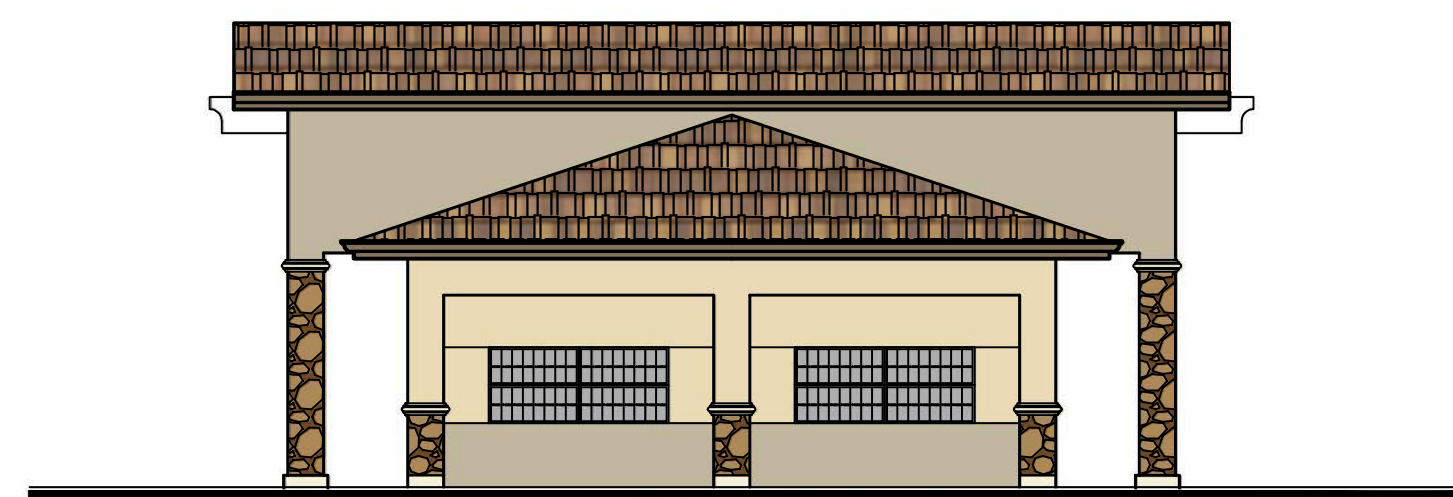
5 TRASH COMPACTOR PLAN & ELEVATION
1/8"=1'-0"



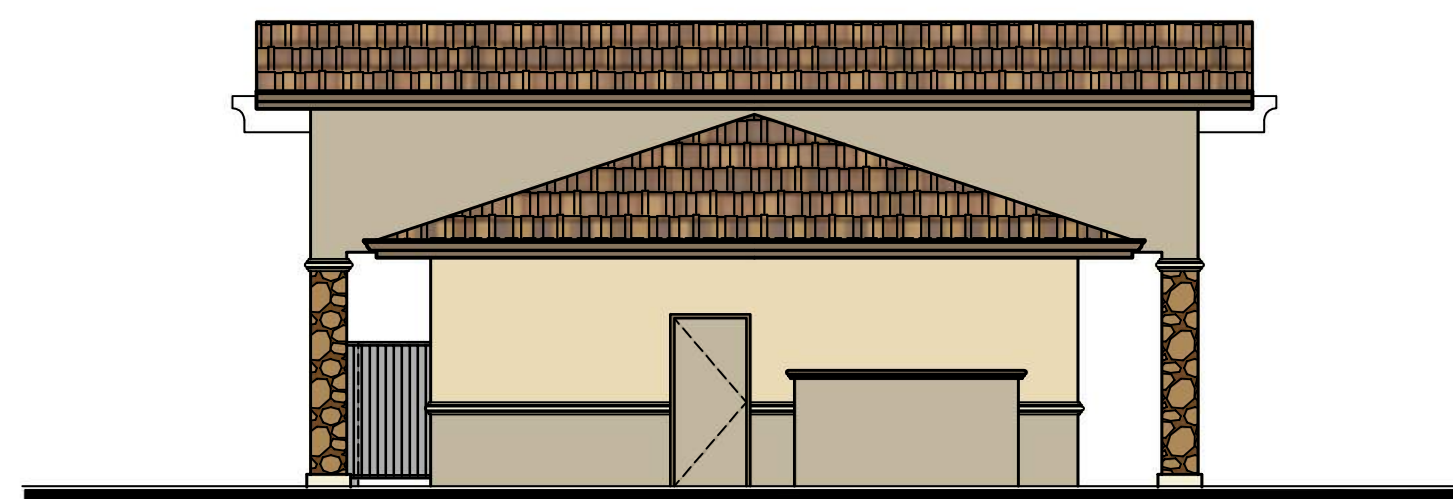
6 TRASH ENCLOSURE PLAN & ELEVATION
1/8"=1'-0"



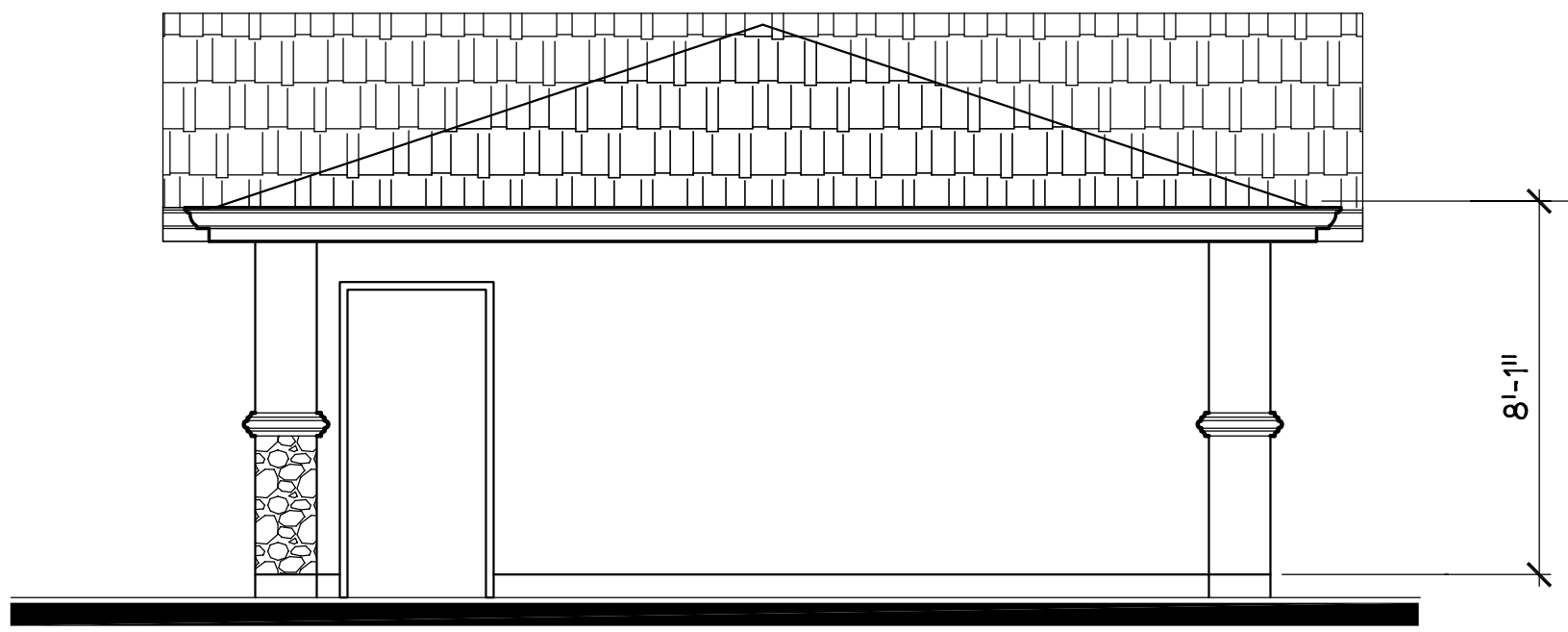
2 REAR ELEVATION
1/8"=1'-0"



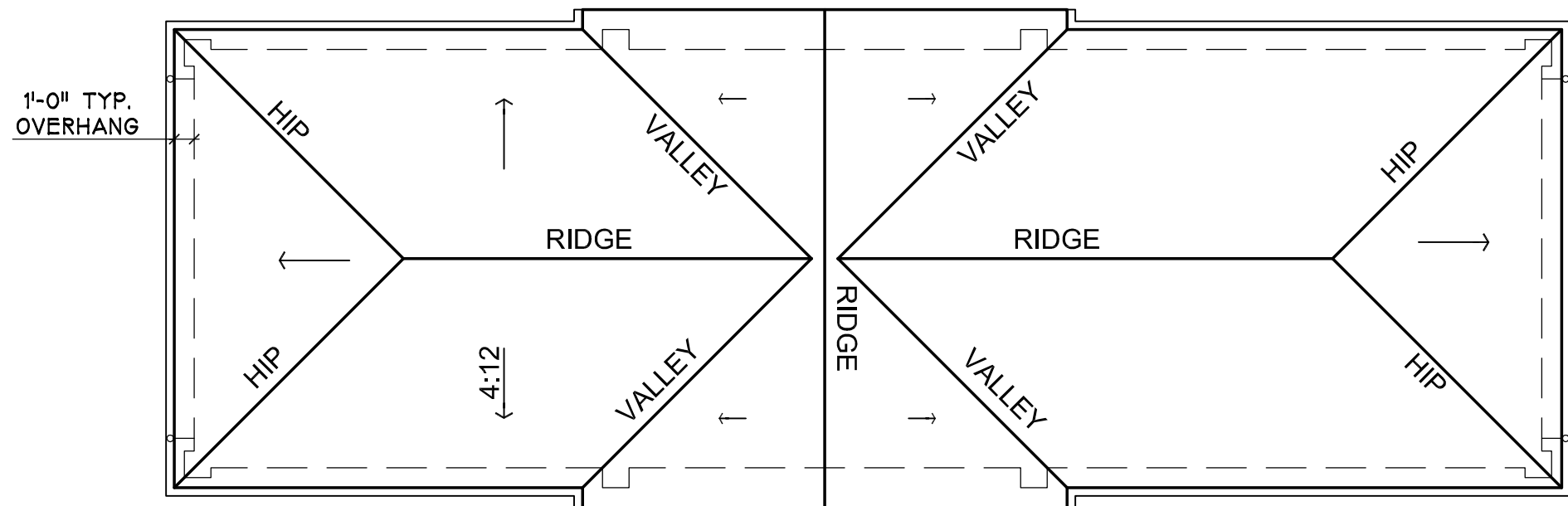
3 RIGHT SIDE ELEVATION
1/8"=1'-0"



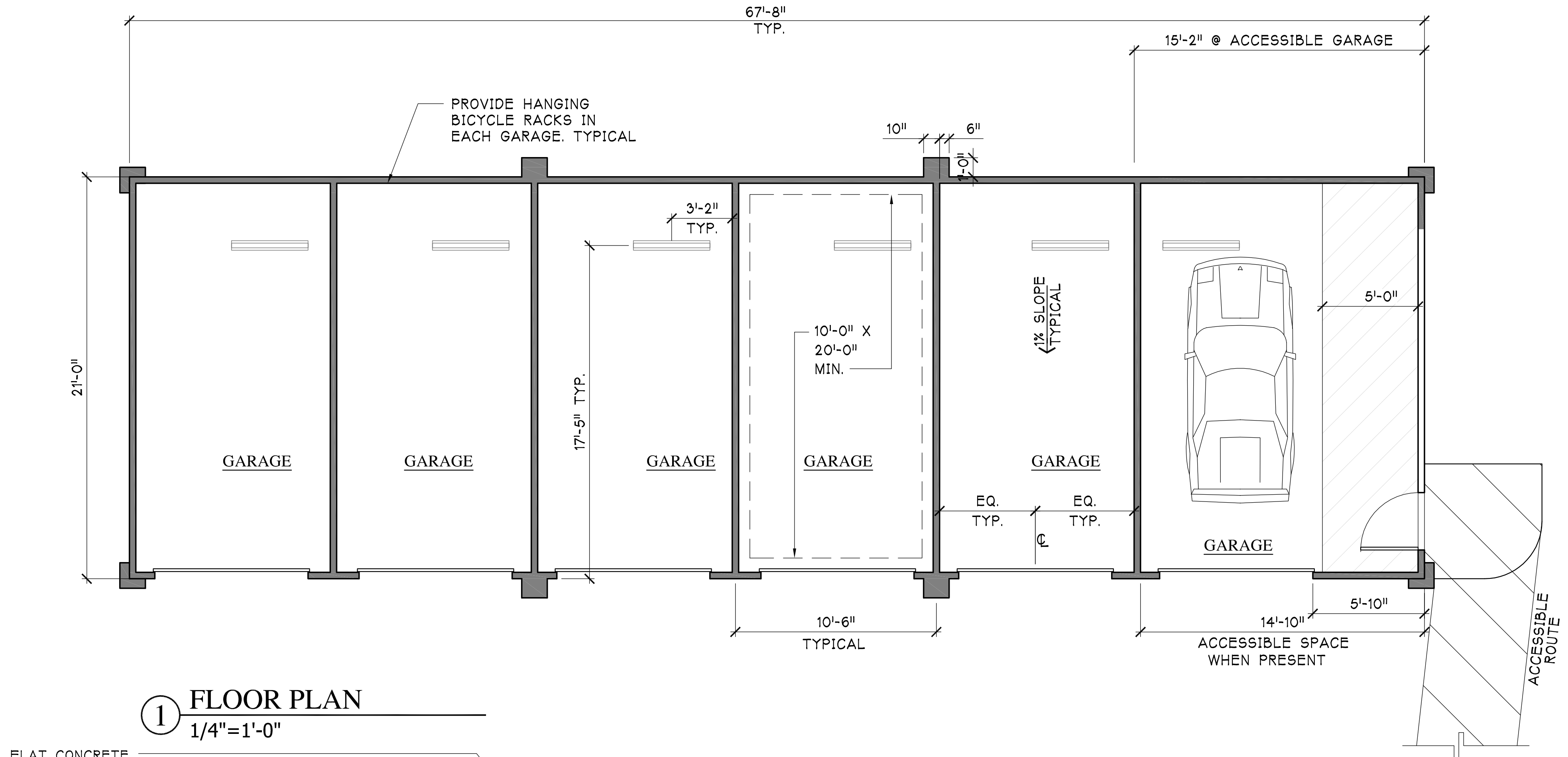
4 LEFT SIDE ELEVATION
1/8"=1'-0"



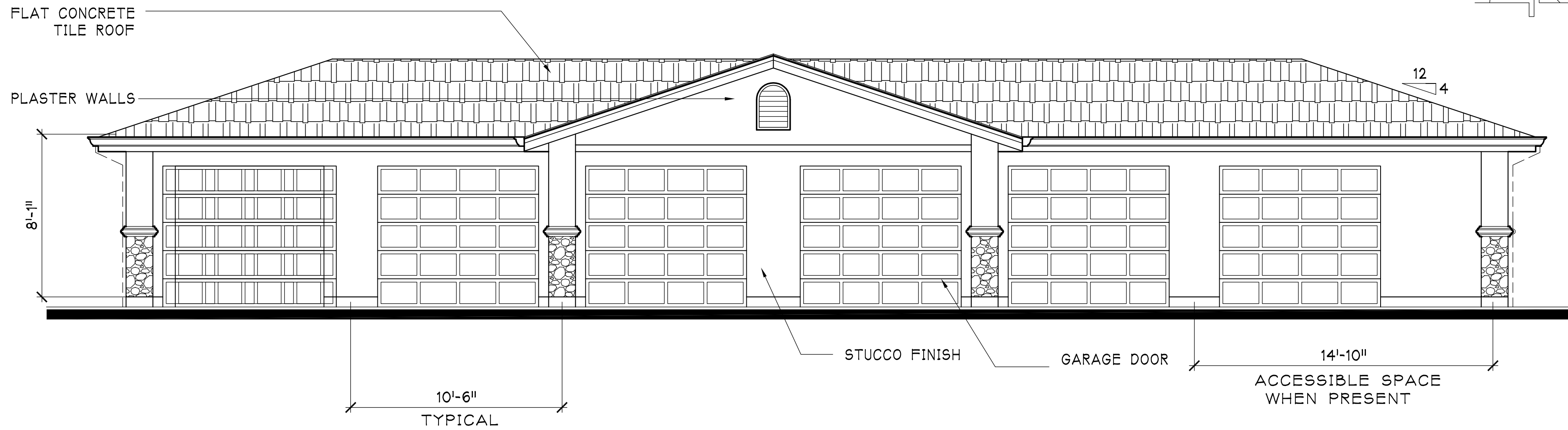
3 RIGHT ELEVATION
1/4"=1'-0"



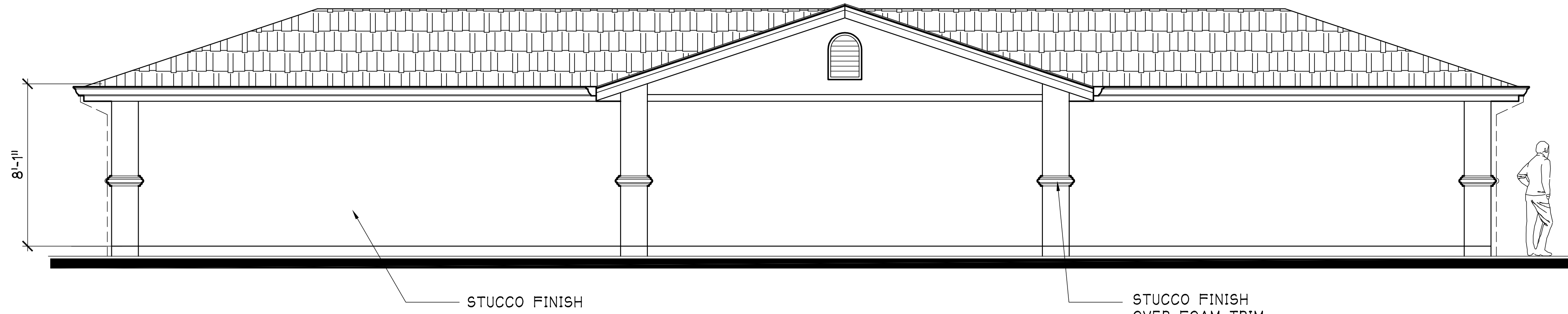
5 ROOF PLAN
1/8"=1'-0"



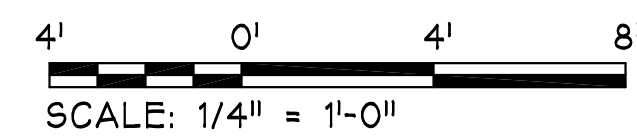
1 FLOOR PLAN
1/4"=1'-0"

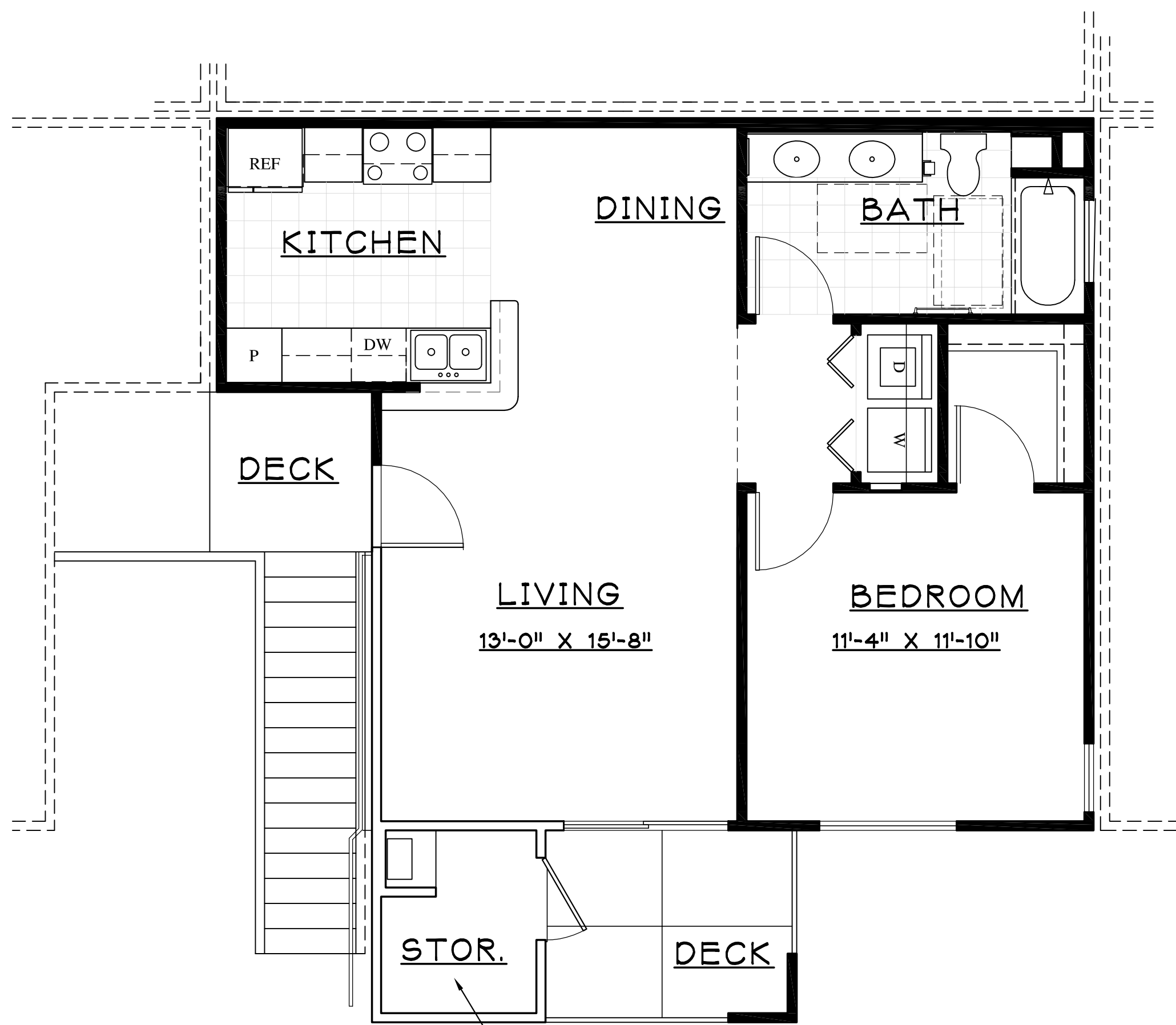


2 FRONT ELEVATION
1/4"=1'-0"



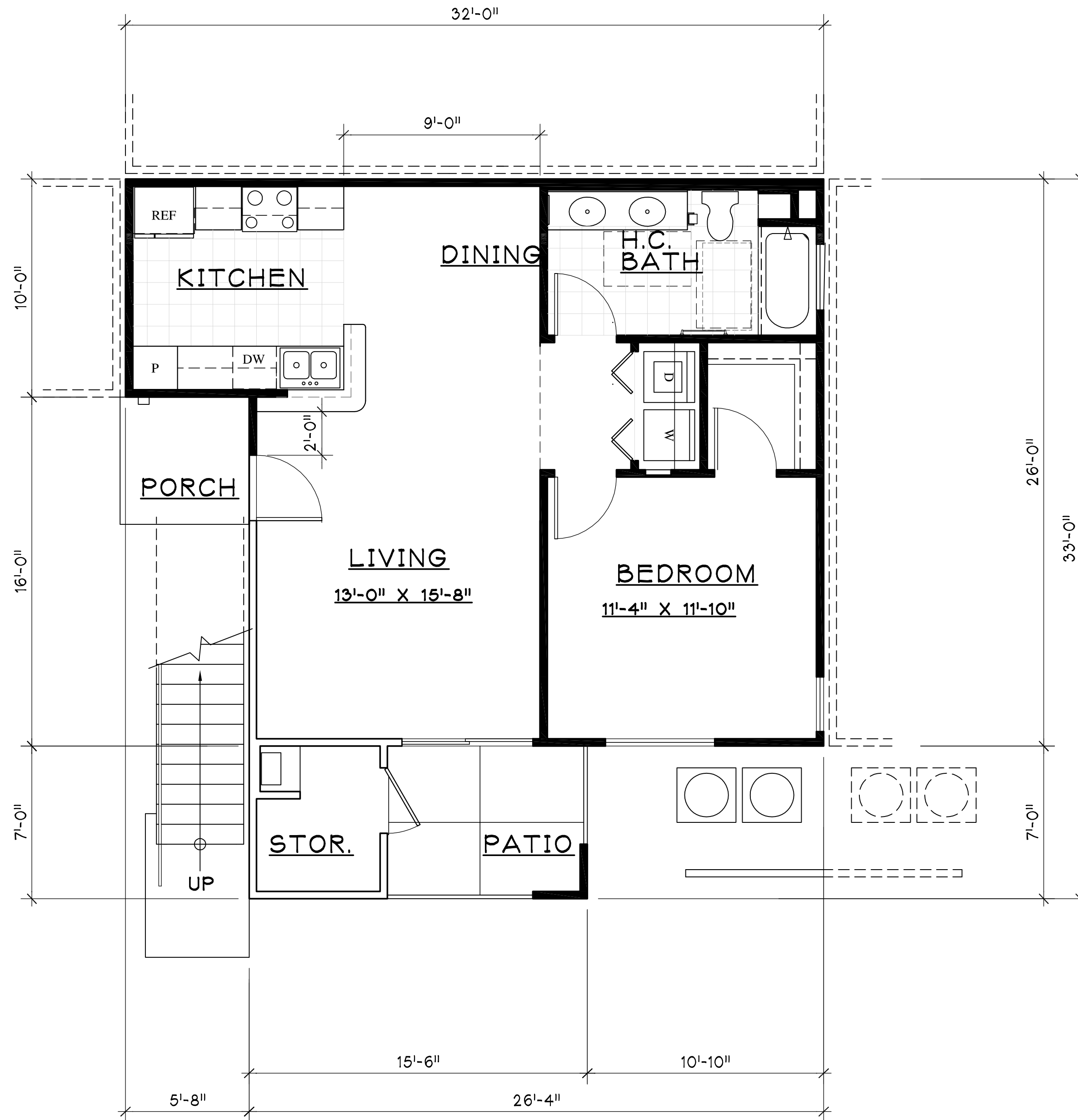
4 REAR ELEVATION
1/4"=1'-0"





32.94 SQ. FT. X 9.5 F. (H) = 312.93 CU. FT.
STORAGE OF FIRST & SECOND FLOOR

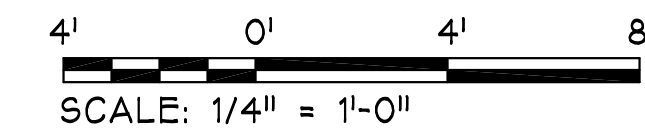
2 UPPER FLOOR PLAN
1/4"=1'-0"



1 LOWER FLOOR PLAN (H/C UNIT)
1/4"=1'-0"

UNIT AREA CALC.

1. UNIT	741 S.F.
2. STORAGE	42
3. PATIO	88
4. ENTRANCE PORCH	31
5. DECK	69
6. STAIR	60



EDGEWATER APARTMENTS
CARION COURT, PITTSBURG, CALIFORNIA

LCA ARCHITECTS
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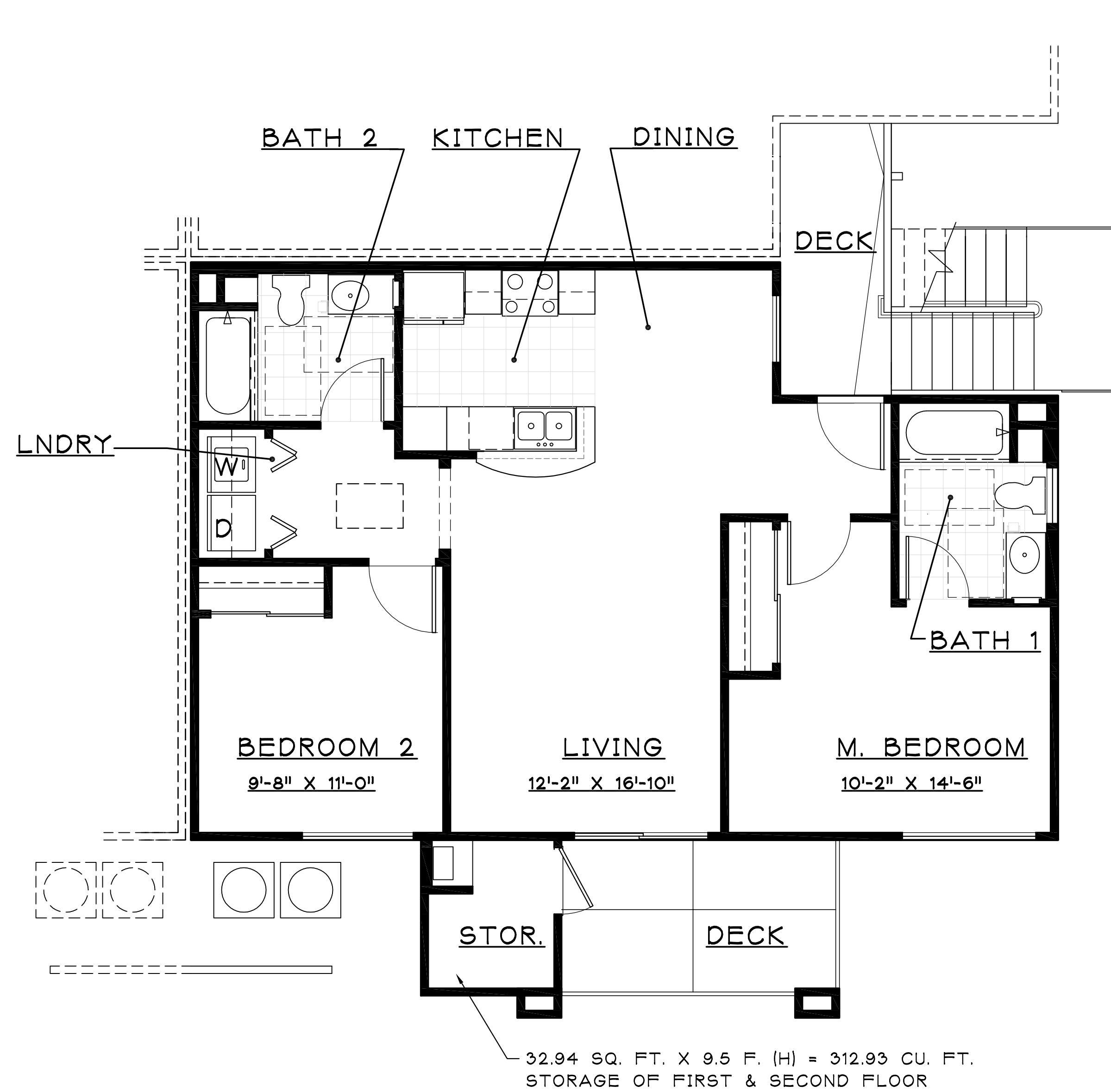
**FLOOR PLANS
UNIT A**

SCALE:
DATE: 08 / 10 / 2017

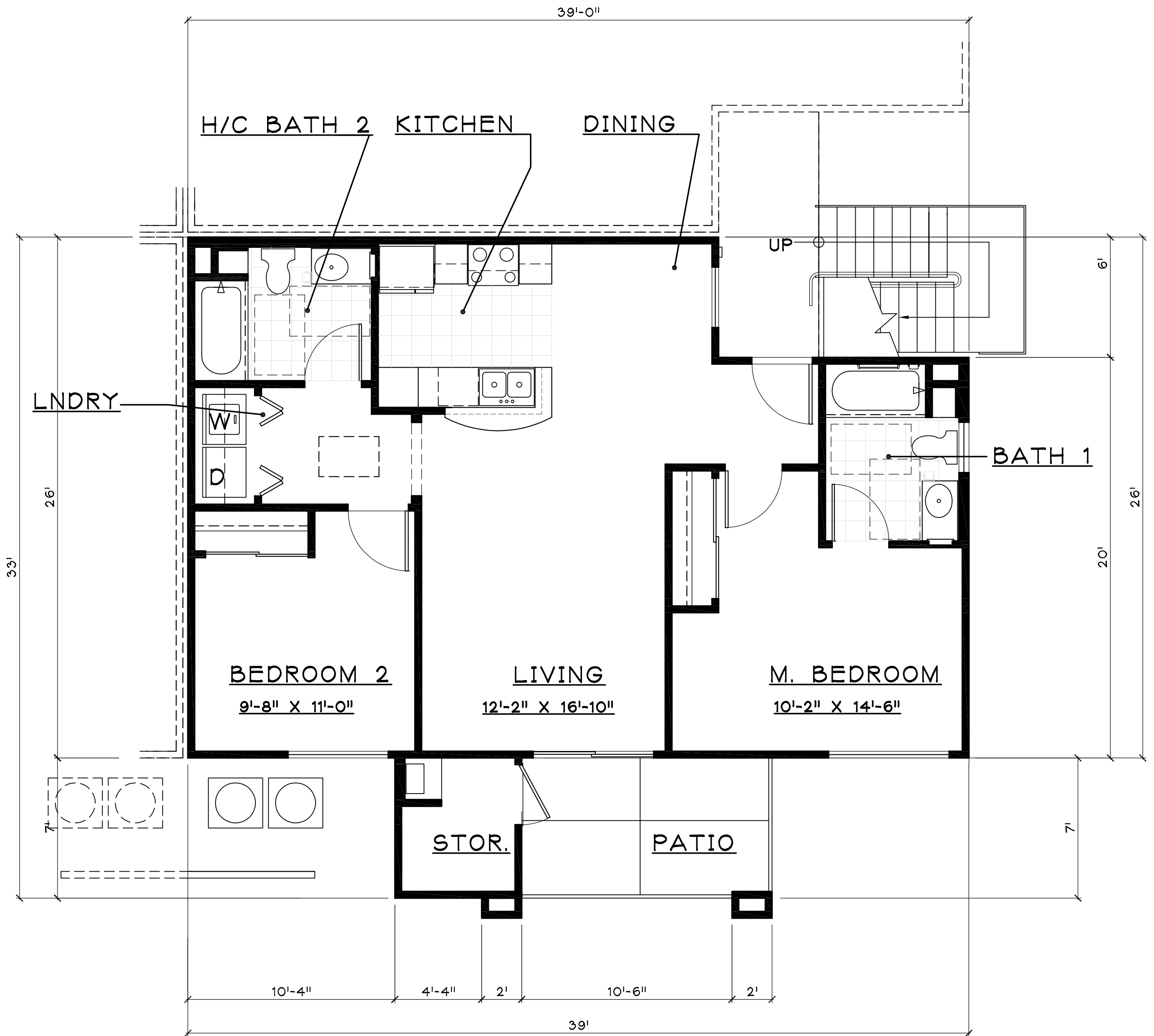
REVISIONS:
05 / 12 / 2017
06 / 05 / 2017
08 / 10 / 2017

PROJECT NO. 10011

A5.1
SHEET OF



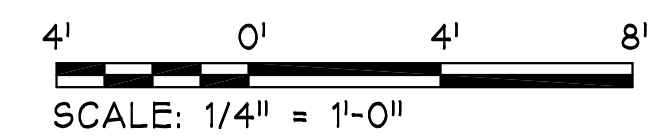
2 UPPER FLOOR PLAN
1/4"=1'-0"

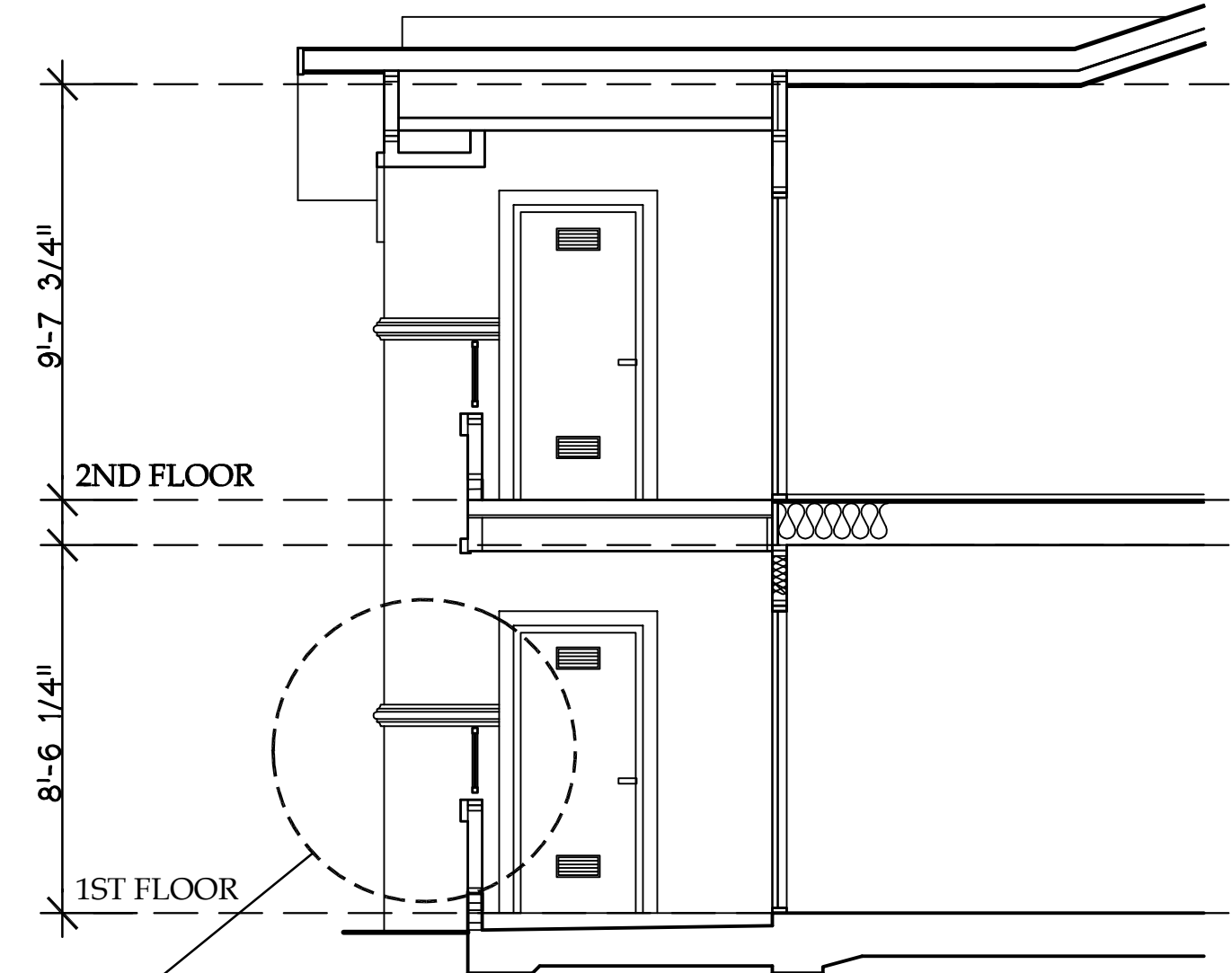
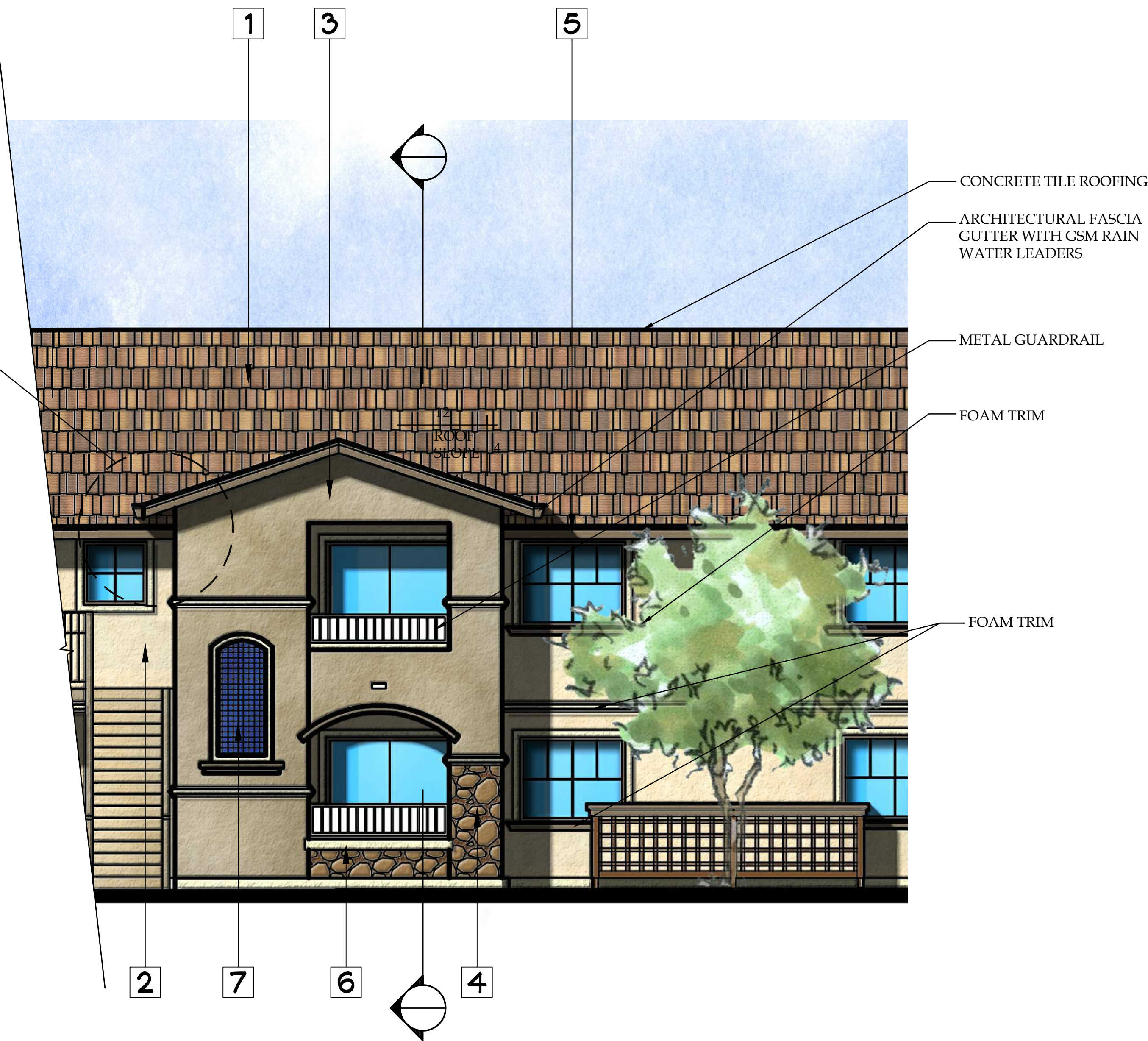
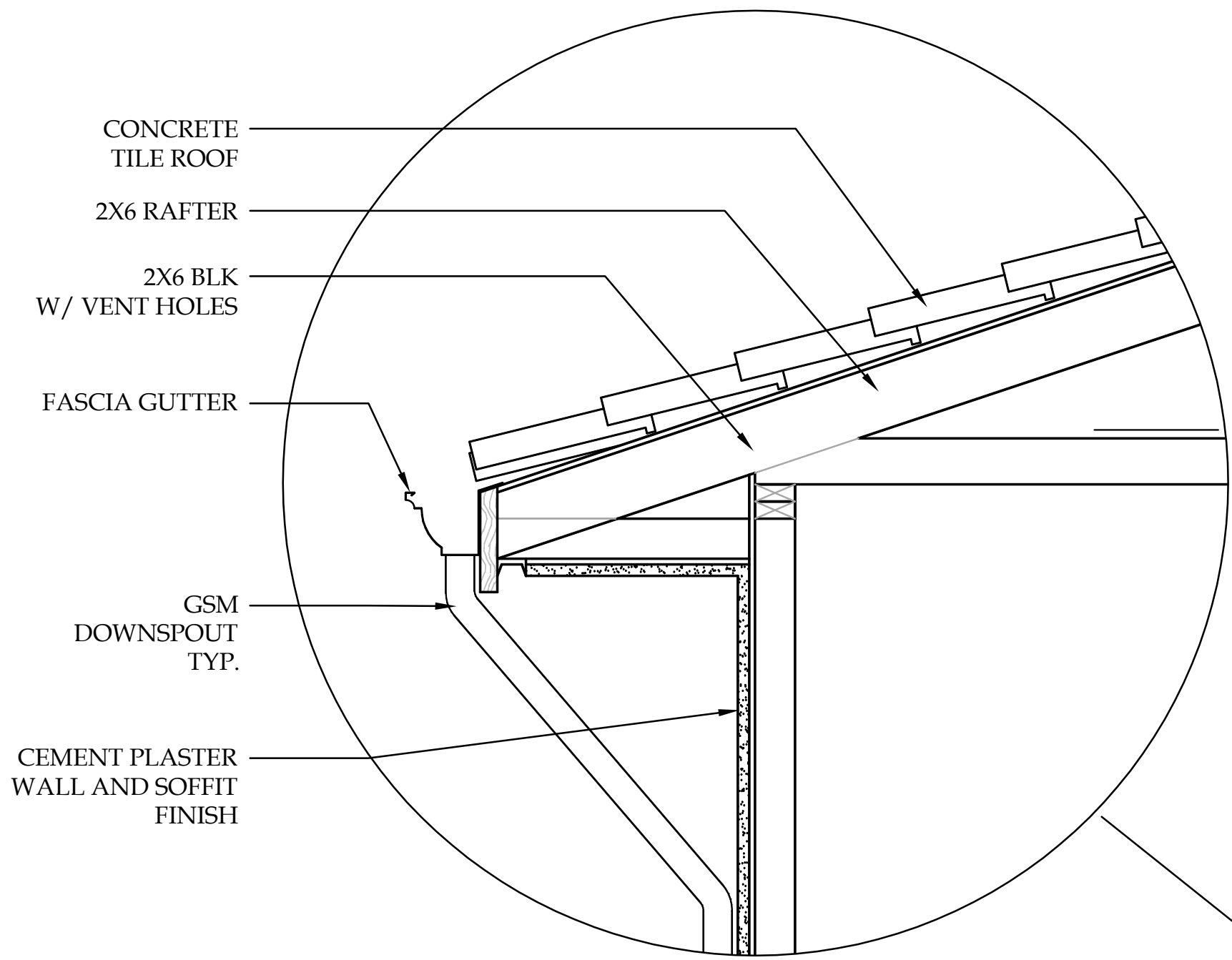


1 LOWER FLOOR PLAN (H/C UNIT)
1/4"=1'-0"

UNIT AREA CALC.

1. UNIT	939 S.F.
2. STORAGE	44
3. PATIO - 1ST FLOOR	80.5
4. ENTRANCE PORCH	30
5. DECK - 2ND FLOOR	80.5





COLOR CHART

(These colors are approximate. Accuracy is limited by scanning & printing technology. Please see physical Color & Materials Board for actual materials.)



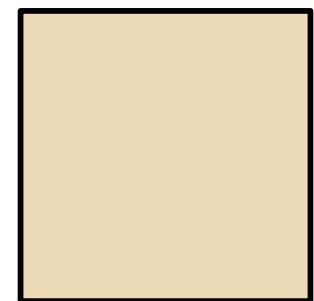
① ROOF
EAGLE ROOF TILE
BEL AIR
4814
SAN PABLO BLEND



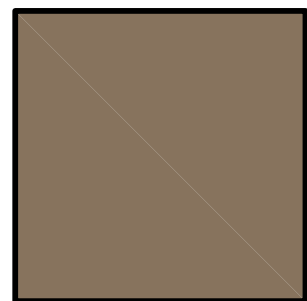
④ BASE FINISH
ELDORADO STONE
RIVER ROCK
COLORADO



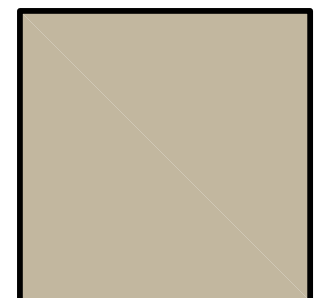
⑦ ACCENT TILE
DAL-TILE
COBALT DM14



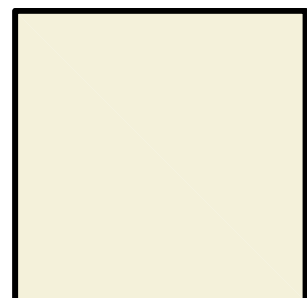
② BODY COLOR 1
KELLY MOORE
228
CHARRO



⑤ FASCIA
KELLY MOORE
412
CARGO



③ BODY COLOR 2
KELLY MOORE
230
GRAYSTONE

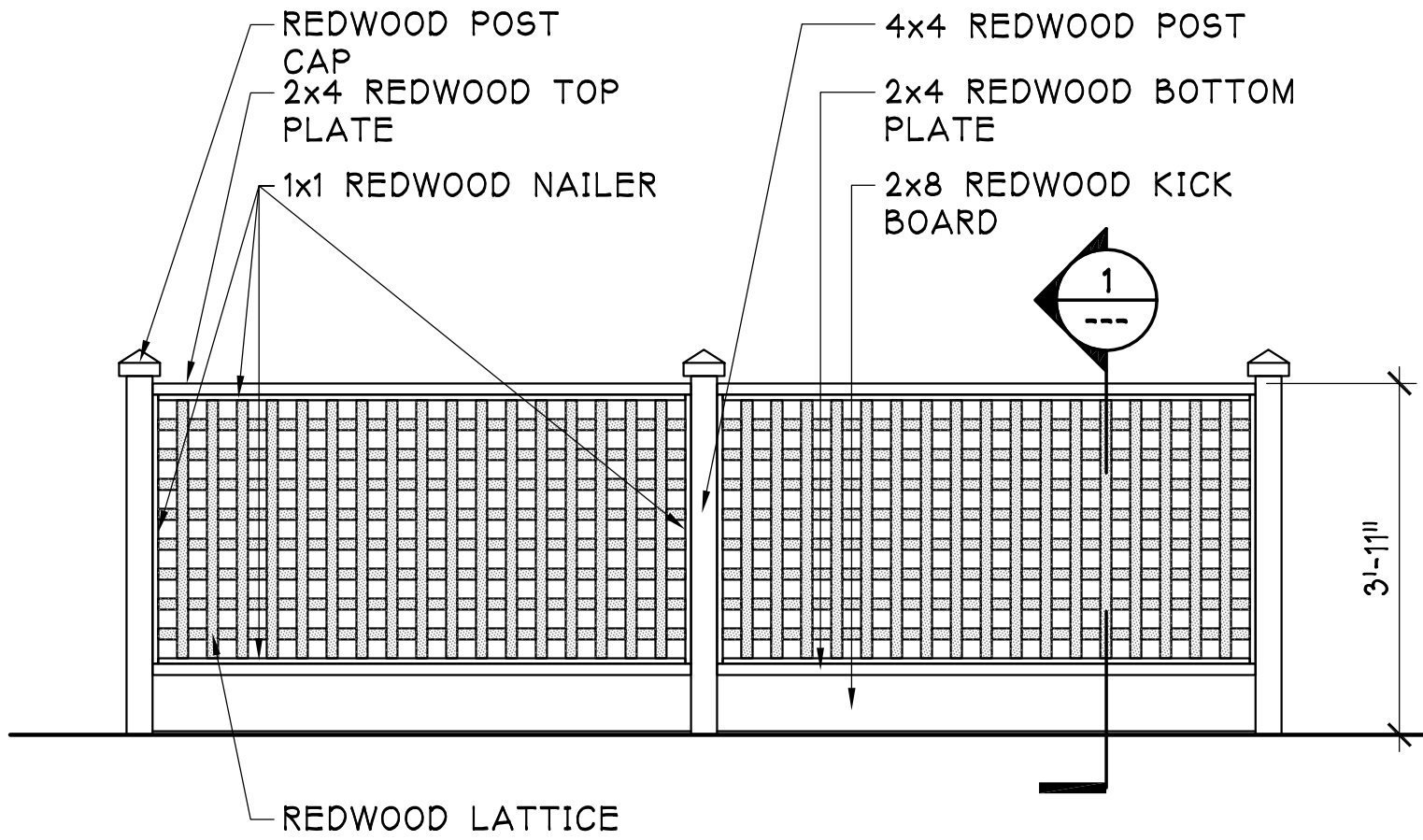


⑥ TRIM
KELLY MOORE
KM22
SOFT WHITE

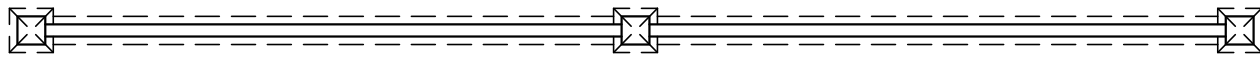


CONCEPTUAL ELEVATION DESIGN ELEMENTS & SECTION

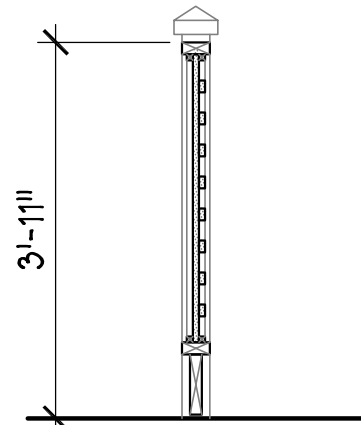
4' 0' 4' 8'
SCALE: 1/4" = 1'-0"



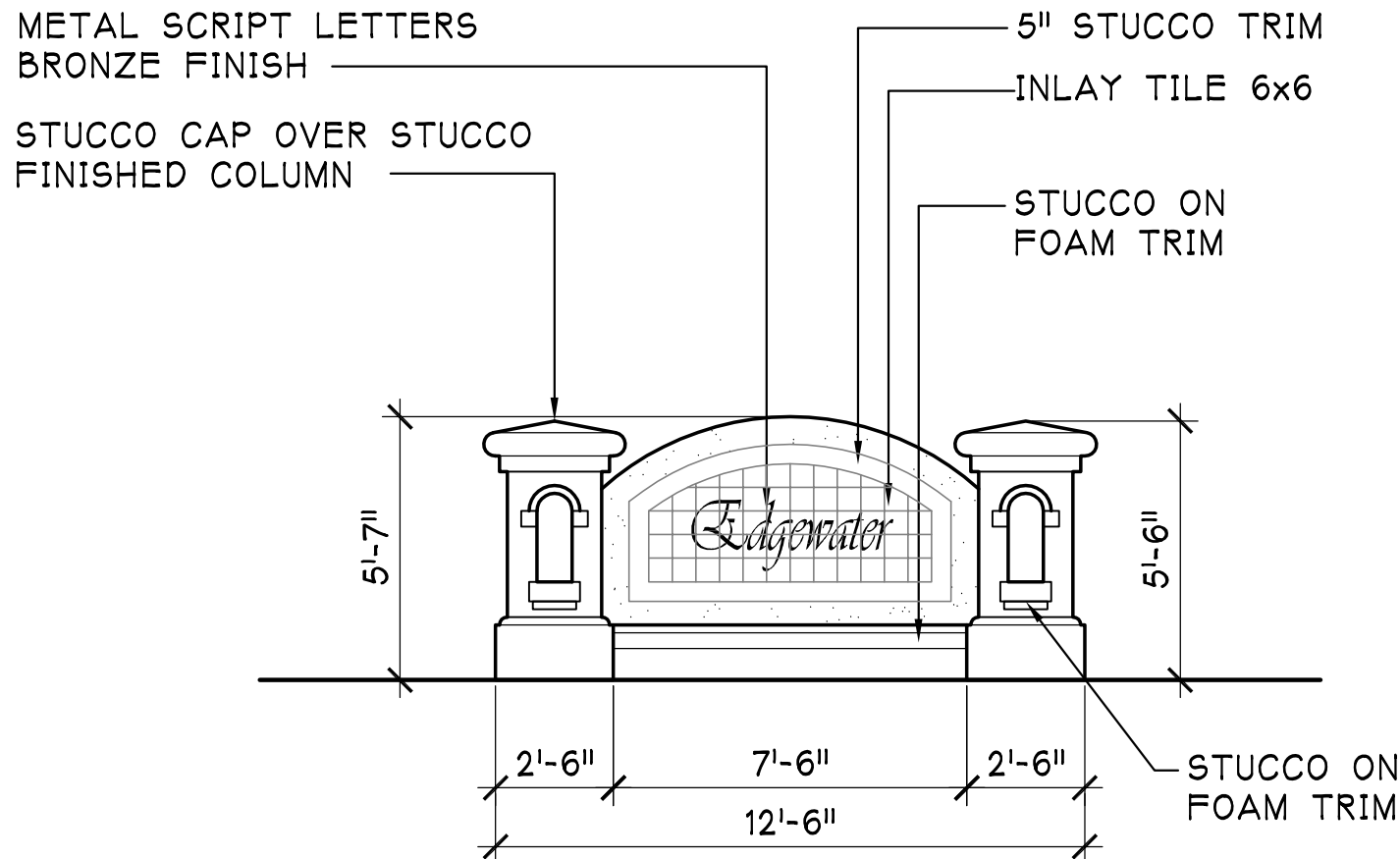
ELEVATION
1/2"=1'-0"



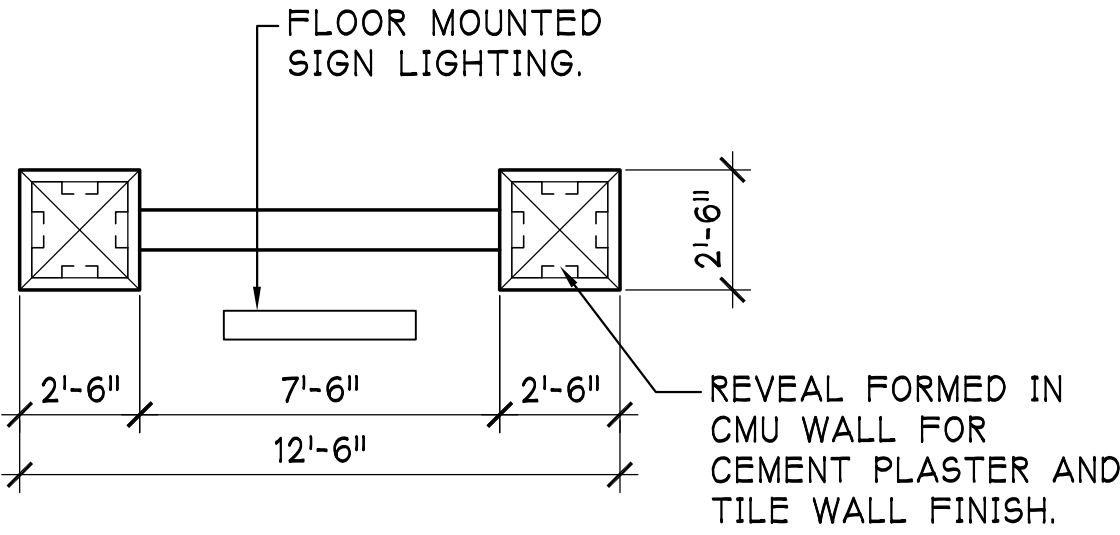
PLAN
1/2"=1'-0"



SECTION 1
1/2"=1'-0"



MONUMENT SIGN ELEVATION
1/4"=1'-0"



MONUMENT SIGN PLAN
1/4"=1'-0"

EDGEWATER APARTMENTS
CARION COURT, PITTSBURG, CALIFORNIA



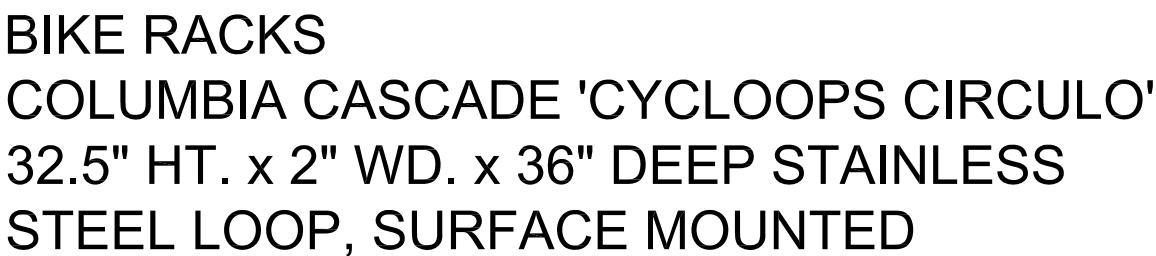
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PROJECT SITE SIGN
AND EQUIPMENT
SCREEN

SCALE: AS SHOWN
DATE: 08 / 10 / 2017

REVISIONS:
05 / 12 / 2017
06 / 05 / 2017
08 / 10 / 2017

PROJECT NO. 10011



GROUND COVERS:				
[C]	COPROSMA 'KIRKII'	COPROSMA	1GA@36" O.C.	LOW
[J]	TRACHELOSPERMUM JASMINOIDES	STAR JASMINE	1GA@36" O.C.	MED
[L]	LANTANA MONTEVIDENSIS	LANTANA	1GA@30" O.C.	LOW
[R]	ROSMARINUS 'HUNTINGTON BLUE'	ROSEMARY	1GA@36" O.C.	LOW
[T]	TEUCRIUM LUCIDRYS	GERMANDER	1GA@30" O.C.	LOW

1. ALL PLANTING SHALL BE WATERED BY A FULLY AUTOMATIC, WATER-CONSERVING IRRIGATION SYSTEM.
2. ALL PLANTING AREAS SHALL RECEIVE A 3" LAYER OF FIRBARK MULCH DRESSING.

DESIGNED: RS		DRAWN: KD	
CHECKED:		JOB NO:	
DATE 05-09-17			
SCALE NOTED			

SHEET

L2

OF
2
SHEET

PRELIMINARY PLANT
LIST, DETAILS
AND CALCS

EDGEWATER APARTMENTS
CARION COURT

PITTSBURG, CALIFORNIA

Thomas Baak & Associates, LLP.

Landscape Architects

1620 North Main Street, Suite 4

Walnut Creek, CA 94596

Ph: 925.931.2583




REVISIONS	
1	6/5/17 SITE PLAN CHANGE
2	6/16/17 SITE PLAN CHANGES
3	
4	
5	
6	
7	
8	
9	
10	

"EDGEWATER APARTMENTS"

GRADING, DRAINAGE, AND UTILITY PLANS

CITY OF PITTSBURG
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

RRM ENT'S LLC
APN: 073-190-018

CITY OF PITTSBURG
APN: 073-190-012

MARTIN LUTHER KING
JUNIOR HIGH SCHOOL
APN: 073-150-016

CARION COURT

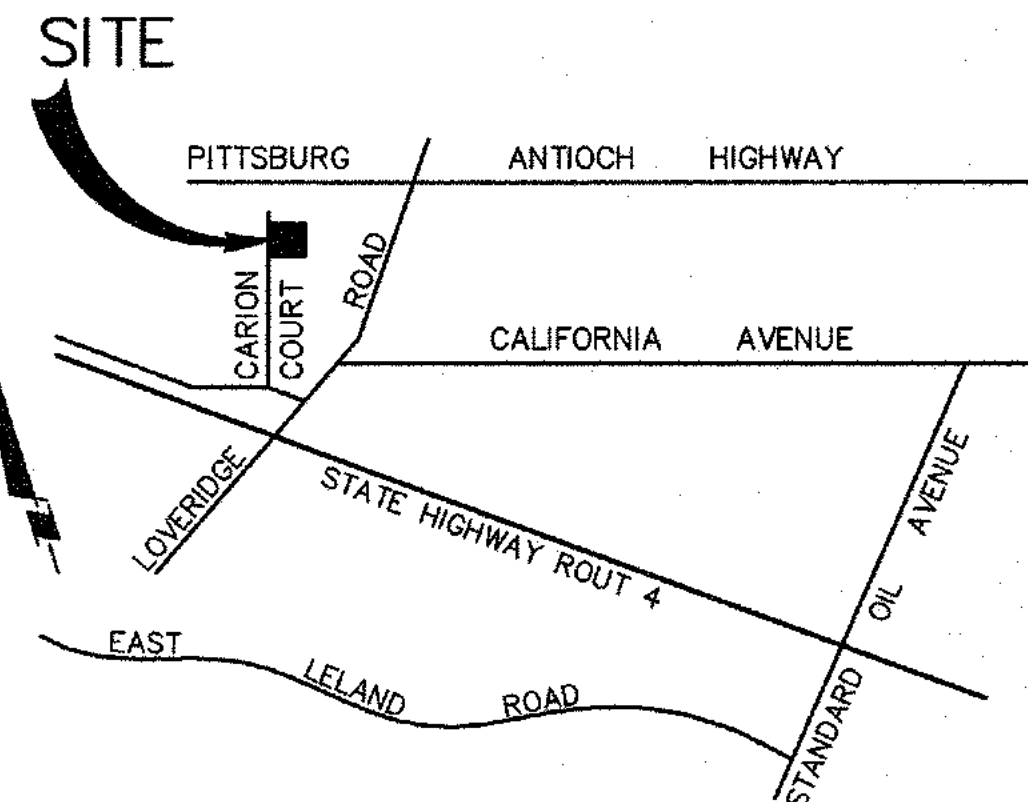
HAMPTON INN & SUITES
APN: 073-190-027

LEE BENNY
APN: 073-190-028

EX BLDG
D DEVI OIL
APN: 073-190-029

PEPPERLANE-BRANHAM
APN: 073-190-030

EX GROVER
APN: 073-190-031



VICINITY MAP
NOT TO SCALE

LEGEND:

	STORM DRAIN & CATCH BASIN	47.0	DENOTES FINISH GRADE
	EXISTING STORM DRAIN	47.5	DENOTES TOP OF CURB
	SANITARY SEWER & DIRECTION	+ 93.56	EX. SPOT ELEVATION
	SANITARY SEWER & MANHOLE		STAIRWAY
	WATER & GATE VALVE	2.3%	STREET GRADE & DIRECTION
	STORM DRAIN & AREA DRAIN	16.0' ± H.P.	PROPOSED SIDEWALK/WALKWAY
	FIRE HYDRANT		PROPOSED SIDEWALK/WALKWAY CARPORT
	STREET LIGHT		GARAGE
	ASPHALT CONCRETE		DENOTES HANDICAP PATH OF TRAVEL
	42\"/>		
	PROJECT BOUNDARY		
	BOARD FENCE		
	RETAINING WALL		
	FINISH FLOOR ELEVATION		
	PAD ELEVATION		

OWNER/DEVELOPER: SUNNYSIDE PITTSBURG LLC.
4061 PORT CHICAGO HIGHWAY, SUITE H
CONCORD, CA. 94520
(925) 682-6419

CIVIL ENGINEER: ISAKSON & ASSOCIATES, INC.
2255 YGNACIO VLY. RD., SUITE C
WALNUT CREEK, CA 94598-3335
PHONE: (925) 937-9333

SOILS ENGINEER: TO BE ASSIGNED

PATH OF TRAVEL: WALKWAYS & SDWKS

- ARE CONTINUOUSLY ACCESSIBLE
- HAVE MAXIMUM 1/2" CHANGES IN ELEVATION
- ARE MINIMUM 48" IN WIDTH (36" AT WALKS LEADING TO INDIVIDUAL DWELLING UNITS)
- WHERE NECESSARY TO CHANGE ELEVATION AT A SLOPE EXCEEDING 5% (I.E., 1:20) SHALL HAVE RAMPS COMPLYING WITH CBC 1114A. CBC 1113A

STRUCTURAL PAVEMENT SECTIONS

STREET NAME	AC	AB	ASB	TI	R-VALUE
DRIVEWAY AND PARKING AREAS	3"	10"	---	5	5

R-VALUE OF 5 IS ASSUMED FOR ESTIMATING PURPOSES ONLY. FINAL STRUCTURAL SECTION SHALL BE BASED ON ACTUAL R-VALUE TESTS TAKEN DURING CONSTRUCTION.

GENERAL NOTES:

- ALL DOWNSPOUTS WILL BE CONNECTED TO AREA DRAINS AND STORM DRAIN LINES
- PRELIMINARY INTERIOR STORM DRAIN SYSTEM SUBJECT TO CHANGE DEPENDING ON FIELD CONDITIONS AND LANDSCAPING
- SEE LANDSCAPE PLANS FOR FENCE LOCATIONS
- ALL PARKING BAYS WHICH COLLECT AND CONVEY WATER SHALL HAVE THRU CURB SLOTS TO ALLOW FLOW BETWEEN ISLANDS
- APN NO. 073-190-033

SHEET INDEX

1	TITLE SHEET
2	GENERAL NOTES
3	SECTIONS AND DETAILS
4	GRADING PLAN
5	UTILITY PLAN
6-7	EROSION CONTROL PLAN

GRADING SUMMARY

CUT	5,800 CY
FILL	1,200 CY
OFFHAUL	4,600 CY

SOILS ENGINEER :

TO BE ASSIGNED

ACCEPTED BY:
FRANCIS P. MCKINLEY, CITY ENGINEER RCE 59574
DATE:

CITY ENGINEER SHALL NOT RELIEVE THE DEVELOPER OR THE ENGINEER FROM RESPONSIBILITY FOR THE DESIGN OF THE IMPROVEMENTS NOR FROM ANY DEFICIENCIES RESULTING FROM THE DESIGN THEREOF.

THE CITY ENGINEER SHALL SIGN ANY REVISION PRIOR TO CONSTRUCTION. THREE COPIES OF THE REVISION SHALL BE SUBMITTED TO THE CITY.

A "RECORD DRAWING" ON MYLAR FILM SHALL BE SUBMITTED TO THE CITY PRIOR TO ACCEPTANCE OF THE WORK AS COMPLETE.

STORM DRAIN STRUCTURE SUMMARY

STRUCTURE	CB/MH	ELEV.	FLOW LINE(S)
CB-1	U-23	TC 46.56	42.77±
CB-2	U-23	TC 47.60	43.00
CB-3	U-23	TC 46.80	43.40
CB-4	U-23	TC 47.20	43.20
CB-5	U-23	TC 46.87	42.85
CB-6	U-23	TC 45.51	41.51
CB-7	U-23	TC 45.55	38.41
CB-8	U-23	TC 45.52	37.47
CB-9	U-23	TC 47.16	43.66
CB-10	U-23	TC 47.16	44.00
CB-11	U-23	TC 47.16	44.00
CB-12	U-23	TC 47.16	43.66
CB-13	U-23	TC 46.80	43.44

BENCHMARK:

CONTRA COSTA COUNTY BM #3586: FASTENER AND TAG ON THE TOP CENTERLINE OF A DROP-INLET CURB AT THE NORTHEAST CORNER OF THE INTERSECTION OF LOVERIDGE ROAD AND PITTSBURG ANTIOCH HWY. TAKEN AS 36.460' DATUM (NGVD29)

BASIS OF BEARING:

THE LINE BETWEEN FOUND STANDARD CITY MONUMENTS PITTSBURG-ANTIOCH HIGHWAY BASED UPON THE MAP OF SUBDIVISION 8587, FILED IN BOOK 449 OF MAPS AT PAGE 14, TAKEN AS N66°04'09"W.

REVIEWED BY:

FOR THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

DATE



GRADING PLAN

TITLE SHEET

CITY OF PITTSBURG CONTRA COSTA COUNTY CALIFORNIA

Isakson & Assoc. Inc.
civil engineering and land surveying

2255 Ygnacio Valley Road, Suite C, Walnut Creek, CA. 94598 Phone: (925) 937-9333

DATE: 08-22-17 DESIGNED BY: DOI DRAWN BY: STAFF CHECKED BY: JOB NO. 200607 SHEET 1 OF 7

GENERAL NOTES:

1. **BENCHMARK:**
CONTRA COSTA COUNTY BM #3586: FASTENER AND TAG ON THE TOP CENTERLINE OF A DROP-INLET CURB AT THE NORTHEAST CORNER OF THE INTERSECTION OF LOVERIDGE ROAD AND PITTSBURG ANTIOCH HWY. TAKEN AS 36.460' DATUM (NGVD29)
2. **BASIS OF BEARINGS:**
THE LINE BETWEEN FOUND STANDARD CITY MONUMENTS PITTSBURG-ANTIOCH HIGHWAY BASED UPON THE MAP OF SUBDIVISION 8587, FILED IN BOOK 449 OF MAPS AT PAGE 14, TAKEN AS N66°04'09"W.
3. PRIVATE WATER LINES TO BE INSTALLED ACCORDING TO THE CITY OF PITTSBURG STANDARD SPECIFICATIONS, STANDARD DETAILS AND AWWA C-651-86. WATER SERVICE SHALL BE 1" DIAMETER COPPER, TYPE K WITH 5 LB. ANODE, OR AS DIRECTED BY CITY ENGINEER.
SEE STD. DETAIL W-5. THERE SHALL BE AT LEAST A 2' MIN. OFFSET OF WATER SERVICES AND A 4' MIN. OFFSET OF SERVICES FROM VALVES.
4. ALL WATER METERS AND BOXES TO BE PROVIDED BY THE CITY OF PITTSBURG UPON PAYMENT OF REQUIRED FEES. CONTRACTOR SHALL PROVIDE WATER MAINS, ALL SPECIAL FITTINGS, AND 1" SERVICE FOR EACH LOT AND INSTALL THE METER AND METER BOXES IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS & STANDARD DETAILS. METER BOXES TO BE INSTALLED AT BACK OF SIDEWALK OR BEHIND THE CURB AS APPLIES, STANDARD DETAIL W-5.
5. PRIVATE WATER MAIN TO HAVE RESILIENT WEDGE GATE VALVES FOR LINES UP TO AND INCLUDING 10" IN SIZE, FOR SIZES 12" AND GREATER USE BUTTERFLY VALVES, RING-TITE FITTINGS, AND (RESIDENTIAL / COMMERCIAL) TYPE (JONES # J-3740 / # J-3760; OR LONG BEACH # 614 / # 625; OR RICH RANGER # 950 / # 960) FIRE HYDRANTS. PIPE SHALL BE POLY WRAPPED WITH CATHODIC PROTECTION AND CORROSION MONITORING TEST STATION PER CITY OF PITTSBURG STANDARD SPECIFICATIONS AND DETAILS.
6. CONTRACTOR SHALL NOT TURN OFF ANY VALVES IN THE CITY OF PITTSBURG NOR MAKE ANY CONNECTIONS TO EXISTING DOMESTIC WATER DISTRIBUTION SYSTEM WITHOUT WRITTEN CONSENT OF CITY ENGINEER. CONNECTIONS REQUIRING SHUTDOWN OF EXISTING SYSTEMS SHALL BE DONE BETWEEN THE HOURS OF MIDNIGHT & 6 A.M., OR AS DIRECTED BY CITY ENGINEER.
7. PRIVATE WATER LINE INSTALLATION AND TESTING TO BE DONE PER CITY STANDARD AND AWWA C651-86.
8. ALL PRIVATE SANITARY SEWER PIPE SHALL CONFORM TO CITY OF PITTSBURG STANDARD SPECIFICATIONS & STANDARD DETAILS FOR PLASTIC PIPE. ALL SANITARY SEWER 6 IN DIAMETER OR LARGER WHETHER PUBLIC OR PRIVATE MUST BE T.V'D AND PRESSURE TESTED IN THE PRESENCE OF BOTH CITY CONSTRUCTION INSPECTOR & CONTRACTOR AT CONTRACTOR'S EXPENSE. SAID INSPECTION SHALL BE ARRANGED FOR AND PAID BY CONTRACTOR AFTER BACKFILL AND COMPACTION ARE COMPLETE BUT PRIOR TO INSTALLATION OF ANY STREET SECTION, CONCRETE SLABS, OR FINISHED GRADES. ANY DEFECTS WILL BE CORRECTED, TRENCH BACKFILLED AND COMPACTED AND THE SANITARY SEWER REMONITORED AT CONTRACTOR'S EXPENSE UNTIL APPROVED BY THE CITY. ALL SEWER MAIN AND LATERALS SHALL BE AIR TESTED PER CITY AND CENTRAL CONTRA COSTA SANITATION DISTRICT STANDARDS. THERE SHALL BE AT LEAST 2' BETWEEN ADJACENT SEWER LATERALS.
9. CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STREETS, SURROUNDING LANDSCAPE AND OTHER IMPROVEMENTS WITH SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, SIDEWALKS, GRADING, ETC., AND TO AVOID ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS, OR HAZARDOUS CONDITIONS OR AS MAY OTHERWISE BE DIRECTED BY THE CITY ENGINEER.
10. APPROVAL OF THESE PLANS BY THE CITY ENGINEER SHALL NOT RELIEVE THE DEVELOPER OR HIS ENGINEER FROM RESPONSIBILITY FOR THE DESIGN OF IMPROVEMENTS AND FOR ANY DEFICIENCIES RESULTING FROM THE DESIGN THEREOF.
11. CONTRACTOR IS RESPONSIBLE FOR COORDINATING HIS WORK TO AVOID CONFLICTS BETWEEN SEWER LATERALS, STORM DRAINS, AND WATER MAINS. CONTRACTOR SHALL POTHOLE EXISTING FACILITIES TO VERIFY ELEVATIONS SHOWN ON THE PLANS PRIOR TO THE INSTALLATION OF NEW UTILITIES.
12. ALL WORK TO BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARD DETAILS FOR CONSTRUCTION OF IMPROVEMENTS FOR THE CITY OF PITTSBURG, CALIFORNIA, AND SHALL MEET APPROVAL OF THE CITY ENGINEER OF THE CITY OF PITTSBURG.
13. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS & PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE ENGINEER HARMLESS FROM ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXEMPTING FROM LIABILITY ARISING FROM SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
14. CONTRACTOR SHALL COMPLY WITH RULES AND REGULATIONS OF STATE, CITY AND OSHA CONSTRUCTION SAFETY ORDERS.
15. CONTRACTOR SHALL POST EMERGENCY PHONE # 'S FOR ENGINEERING CONSTRUCTION DIVISION, AMBULANCE, POLICE AND FIRE DEPARTMENT. CONTRACTOR SHALL PROVIDE CITY ENGINEER WITH PHONE NUMBERS OF ONE SUPERINTENDENT AND TWO APPOINTED ALTERNATES FOR AFTER HOUR EMERGENCIES.
16. CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY AS DIRECTED BY THE CITY ENGINEER AND CITY OF PITTSBURG STANDARD DRAWINGS AND SPECIFICATIONS, CURRENT EDITION.
17. ENCROACHMENT PERMITS REQUIRED FOR WORK WITHIN EXISTING PUBLIC RIGHTS OF WAY SHALL BE OBTAINED BY CONTRACTOR PRIOR TO STARTING SUCH WORK. GRADING PERMIT REQUIRED FOR ALL CONSTRUCTION.
18. OBSTRUCTIONS INDICATED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH WITH THE APPROPRIATE AGENCIES. NEITHER THE OWNER, CITY OF PITTSBURG, OR THE ENGINEER ASSUMES RESPONSIBILITY THAT THE OBSTRUCTIONS INDICATED WILL BE THE OBSTRUCTIONS ENCOUNTERED.
19. CONTRACTOR TO INSTALL BACKFLOW PREVENTER VALVES AFTER EACH WATER METER IF REQUIRED BY CITY ENGINEER.
20. THE CONTRACTOR SHALL OBTAIN A HYDRANT WATER METER AND PERMIT FROM THE CITY PRIOR TO USE OF ANY CITY WATER FOR CONSTRUCTION PURPOSES.

GENERAL NOTES (CONT.):

21. ALL ELECTRICAL AND GAS UTILITIES TO BE PROVIDED BY PACIFIC GAS & ELECTRIC CO., AND INSTALLED UNDERGROUND BEFORE CONSTRUCTION OF CURB, GUTTER AND SIDEWALKS. CONTRACTOR TO SUPPLY ONE PRINT OF THE PG&E SERVICES DRAWING TO THE CITY OF PITTSBURG ENGINEERING CONSTRUCTION DIVISION AT TIME OF "RECORD DRAWINGS".
22. WHERE A CONFLICT OCCURS BETWEEN CITY OF PITTSBURG STANDARD SPECIFICATIONS, STANDARD DETAILS, AND RECOMMENDATIONS BY THE DEVELOPER'S ENGINEER AND/OR SOILS ENGINEER, THE MORE STRINGENT SHALL APPLY.
23. FOR DETAILS NOT SHOWN ON THESE PLANS, REFER TO CITY OF PITTSBURG STANDARD DRAWINGS AND SPECIFICATIONS, CURRENT EDITION.
24. CONTRACTOR SHALL NOTIFY USA 800 277-2600, 48 HOURS PRIOR TO ANY EXCAVATION. CONTACTING USA DOES NOT RELIEVE CONTRACTOR FROM HIS RESPONSIBILITY TO DETERMINE LOCATION AND DEPTH OF BURIED UTILITIES OR IN REPAIR OF BURIED UTILITIES DAMAGED BY HIS OPERATIONS.
25. REVISIONS TO THESE PLANS SHALL BE SUBMITTED ON ORIGINALS TO CITY ENGINEER FOR APPROVAL AND SIGNATURE, THEN THREE COPIES OF APPROVED REVISED PLANS SHALL BE SUBMITTED TO CITY ENGINEER PRIOR TO CONSTRUCTION IN THE FIELD. A SEPIA MYLAR COPY OF APPROVED AS-BUILT PLANS SHALL BE SUBMITTED TO THE CITY UPON FINAL APPROVAL OF COMPLETED PROJECT.
26. A GRADING PERMIT WILL BE REQUIRED FROM CITY OF PITTSBURG PRIOR TO START OF GRADING.
27. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE TEMPORARY DRAINAGE FACILITY DURING THE RAINY SEASON OPERATION AND PROTECT ALL GRADED AREAS FROM EROSION. CONTRACTOR SHALL REPAIR ANY AREA OF EROSION PRIOR TO ACCEPTANCE OF GRADING.
28. ALL GENERAL CONTRACTORS AND SUB-CONTRACTORS MUST HAVE A CITY OF PITTSBURG BUSINESS LICENSE.
29. STORM DRAIN PIPE TO BE INSTALLED ACCORDING TO THE CITY OF PITTSBURG STANDARD SPECIFICATIONS AND STANDARD DETAILS. STORM DRAIN PIPE TO BE ADS N-12 UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
30. CLEARANCE BETWEEN STORM DRAIN AND SANITARY SEWER LINES IS 12" OR GREATER UNLESS SHOWN OTHERWISE.
31. SOILS REPORT: TO BE ASSIGNED
32. GRADING OPERATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE CITY OF PITTSBURG, CHAPTER 15.88 OF THE PITTSBURG MUNICIPAL CODE AND THE RECOMMENDATIONS CONTAINED IN THE GEOTECHNICAL EXPLORATION REPORT. THE SOILS ENGINEER SHOULD BE ONSITE FOR OBSERVATION AND REPORTING FOR GRADING OPERATION
33. DIMENSIONS LOCATING CURB AND GUTTER ARE TO FACE OF CURB.
34. A "W" SHALL BE STAMPED ON THE TOP OF CURB OVER EACH WATER SERVICE.
35. A "S" SHALL BE STAMPED ON THE TOP OF CURB OVER EACH SEWER LATERAL.
36. WHERE PAVEMENT IS TO BE EXTENDED, EXISTING IMPROVEMENT ENDS MUST BE SAW-CUT. ANY A.C. OR P.C.C. PAVEMENT REMOVED MUST BE SAW-CUT OR REMOVED TO AN EXPANSION JOINT.
37. STANDARD STREET NAME SIGNS AND STOP SIGNS SHALL BE INSTALLED AT LOCATIONS DESIGNATED BY THE CITY ENGINEER. STOP SIGNS SHALL HAVE REQUIRED APPROPRIATE PAVEMENT MARKING IN THERMOPLASTIC STANDARD DETAILS T-3. STREET SIGNING AND STRIPING SHALL BE INSTALLED BY CONTRACTOR.
38. HANDICAP RAMPS SHALL BE CONSTRUCTED TO STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION CURB RAMP DETAIL "CASE C" PER RSP AB8A, DATED MAY 20, 2011 AND SHALL INCLUDE DETECTABLE WARNING SURFACE 3' DEEP FOR THE WIDTH OF THE RAMP.
39. THE OFFICE OF ISAKSON & ASSOCIATES, INC. (PHONE 925-937-9333) SHALL BE NOTIFIED 48 HOURS PRIOR TO REQUIRING OF ANY STAKES.
40. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DRIVEWAY AND SEWER LATERAL LOCATION STAKES WITH A REPRESENTATIVE OF THE OFFICE OF ISAKSON & ASSOCIATES PRIOR TO CONSTRUCTION (PHONE 925-937-9333), IMMEDIATELY AFTER WHICH ISAKSON & ASSOCIATES SHALL TERMINATE THEIR LIABILITY FOR THE CORRECT LOCATION OF SAID STAKES.
41. ANY EXTRA CONSTRUCTION STAKING NECESSITATED SOLELY BY THE CONTRACTOR'S NEGLIGENCE WILL BE CHARGED TO THE CONTRACTOR ON A TIME AND MATERIALS BASIS.
42. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY ENGINEER OR THE OWNER.
43. PRESSURE REDUCERS MAY BE REQUIRED ON CERTAIN WATER SERVICES DEPENDING ON THE FINAL ZONE BOUNDARY LOCATIONS TO BE DETERMINED BY THE CITY ENGINEER.
44. EACH BUILDING SHALL BE PROTECTED FROM BACKFLOW OF SEWAGE BY INSTALLING AN APPROVED BACKFLOW DEVICE AT THE CLEANOUT (PITTSBURG MUNICIPAL CODE 15 32 030). THE BACKFLOW DEVICE SHALL BE APPROVED BY THE CITY BUILDING DEPARTMENT PRIOR TO INSTALLATION.
45. CURBS SHALL BE PAINTED RED 10 FEET EACH SIDE OF FIRE HYDRANTS.
46. NO WORK SHALL BEGIN ON THIS PROJECT PRIOR TO A PRECONSTRUCTION CONFERENCE WITH CITY STAFF. CALL FRANCIS P. MCKINLEY, CITY ENGINEER, (925) 252-4930, TO ARRANGE FOR THIS CONFERENCE.
47. NOISE-GENERATING CONSTRUCTION ACTIVITIES, INCLUDING TRUCK TRAFFIC TO AND FROM THE PROJECT SITE, SHALL BE ALLOWED ONLY DURING THE DAYTIME, WEEKDAY (NON-HOLIDAY) HOURS OF 7:00 AM TO 5:30 PM. SATURDAY WORK TO BE APPROVED BY THE CITY ENGINEER.
48. ALL ON-SITE STORM DRAIN INLETS SHALL BE LABELED "NO DUMPING-DRAINS TO DELTA" USING CITY APPROVED METHODS.

SANITARY SEWER NOTES:

1. SEE CITY ORDINANCE AND CENTRAL CONTRA COSTA SANITARY DISTRICT (CCCSD) SECTIONS 1-15 FOR DESIGN CRITERIA AND DETAILS.
2. USE S-2 FOR SANITARY SEWER LATERAL DETAILS. WHEN S-2 CONFLICTS WITH CCCSD DETAILS OR SPECIFICATIONS, THE S-2 DETAIL SHALL PREVAIL.
3. ALL OTHER IMPROVEMENTS SHALL BE CONSTRUCTED PER CCCSD DETAILS NUMBERED DWG 1-DWG 52
4. TRENCH WIDTH - USE CITY DETAIL R-5
5. WHEREVER "THE ENGINEER" OR "COUNTY ENGINEER" IS USED, THIS REFERS TO THE CITY ENGINEER.
6. NO STEPS IN ANY STRUCTURES (MH, VAULTS, ETC.)
7. CCCSD DETAILS (DWG 1-DWG 52) MAY BE PURCHASED AT THE FOLLOWING LOCATION:

CCCSD OFFICES
5019 IMHOFF PLACE
MARTINEZ, CA 94553
(925) 229-3890
DETAILS AVAILABLE ONLINE AT
HTTP://CENTRALSAN.ORG/INDEX.CFM?NAVLD=920
8. SANITARY SEWER MAINS, SEWER MANHOLES AND SEWER LATERAL SERVICES (SIDE SEWERS) SHALL BE CONSTRUCTED IN ACCORDANCE WITH CCCSD STANDARD SPECIFICATIONS, SECTIONS 18-23 AND SELECTED STANDARD DETAILS, AS MODIFIED BY THESE CITY STANDARDS. CITY OF PITTSBURG STANDARD SPECIFICATIONS, PART 2 - TECHNICAL PROVISIONS, SECTIONS 1 THROUGH 16 SHALL NOT APPLY EXCEPT WHERE THE CCCSD STANDARD SPECIFICATIONS ARE SILENT.
9. WHERE THE CCCSD STANDARD SPECIFICATIONS AND STANDARD DRAWINGS MAKE REFERENCE TO "DISTRICT", THAT TERM SHALL MEAN THE CITY OF PITTSBURG. EXCEPT WHERE MODIFIED BY THESE STANDARDS, CONTRACTOR SHALL FURNISH ALL MATERIALS AND PERFORM ALL CONSTRUCTION OPERATIONS AND INSTALLATIONS, TELEVISION INSPECTION AND TESTING OF NEW FACILITIES, REGARDLESS OF CONTRADICTORY LANGUAGE IN THE CCCSD STANDARDS STATING THAT THE WORK WILL BE PERFORMED BY THE DISTRICT.

GRADING NOTES:

1. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY & ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER, OR THE CITY OF PITTSBURG PUBLICWORKS.
2. CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN, OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY.
3. DURING ROUGH GRADING OF THIS PROJECT, CONTRACTOR SHALL COM-PENSATE FOR ANY FUTURE UNDERGROUND UTILITY TRENCH SPOILS BY SELECTIVELY UNDERCUTTING THE STREETS.
5. DURING GRADING OPERATIONS, CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES & INTERIM SEDIMENTATION & EROSION CONTROL MEASURES ON SITE AND ON HAUL ROUTES.
6. ALL STORM WATER RUNOFF SHALL BE CONTAINED WITHIN A SEDIMENTA-TION BASIN OR SEDIMENTATION TRAP PRIOR TO LEAVING THE PROJECT SITE OR ENTERING A PERMANENT STORM DRAIN SYSTEM. SEDIMENTATION BASINS AND TRAPS SHALL BE COMPLETED BY OCTOBER 15 AND MAINTAINED FROM OCTOBER 15 TO APRIL 15 EACH YEAR UNTIL ALL STREETS AND STORM DRAINAGE FACILITIES ARE COMPLETED WITHIN ITS DRAINAGE AREA.
7. ALL DEBRIS SHALL BE HAULED AND DISPOSED OF OFF-SITE BY CON-TRACTOR AS RECOMMENDED BY THE SOILS ENGINEER.
8. ALL GRADING, SITE PREPARATION AND PLACING & COMPACTING OF FILL SHALL BE DONE UNDER THE OBSERVATION OF THE SOILS ENGINEER. RECOMMENDATIONS OF THE SOILS REPORT SHALL BE STRICTLY ADHERED TO.
9. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT UNDERGROUND SERVICE ALERT (1-800-227-2600) 48 HOURS PRIOR TO ANY EXCAVA-TION AND TO VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION. OBSTRUCTIONS INDICATED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH WITH THE APPROPRIATE AGENCIES. NEITHER THE OWNER, CITY OF PITTSBURG, NOR THE ENGINEER ASSUMES RESPONSIBILITY THAT THE OBSTRUCTIONS INDICATED WILL BE THE ONLY OBSTRUCTIONS ENCOUNTERED.
10. ANY EXTRA CONSTRUCTION STAKING NECESSITATED SOLELY BY THE CONTRACTOR'S NEGLIGENCE WILL BE CHARGED TO THE OWNER/DEVELOPER ON A TIME AND MATERIALS BASIS. THE CONTRACTOR WILL THEN BE BACK-CHARGED FOR SAID EXTRA WORK.
11. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS SHOWN PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
12. SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT ISAKSON & ASSOCIATES, INC. AT (925) 937-9333 FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.

ACCEPTED BY:	
FRANCIS P. MCKINLEY, CITY ENGINEER RCE 59574	
DATE:	
CITY ENGINEER SHALL NOT RELIEVE THE DEVELOPER OR THE ENGINEER FROM RESPONSIBILITY FOR THE DESIGN OF THE IMPROVEMENTS NOR FROM ANY DEFICIENCIES RESULTING FROM THE DESIGN THEREOF.	
THE CITY ENGINEER SHALL SIGN ANY REVISION PRIOR TO CONSTRUCTION. THREE COPIES OF THE REVISION SHALL BE SUBMITTED TO THE CITY.	
A "RECORD DRAWING" ON MYLAR FILM SHALL BE SUBMITTED TO THE CITY PRIOR TO ACCEPTANCE OF THE WORK AS COMPLETE.	

"EDGEWATER APARTMENTS"

GRADING, DRAINAGE, AND UTILITY PLANS

GRADING NOTES (CONT):

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE SOILS ENGINEER 48 HOURS PRIOR TO STARTING EARTHWORK OPERATIONS.
14. EXISTING TOPOGRAPHY IS FROM ISAKSON & ASSOCIATES INC. FIELD TOPOGRAPHY DATED 1-21-2015.
15. NO WORK SHALL COMMENCE UNTIL A GRADING PERMIT IS OBTAINED FROM THE CITY OF PITTSBURG.

16. PRIOR TO ANY WORK ON ADJACENT PROPERTIES THE CONTRACTOR SHALL OBTAIN A COPY OF THE RIGHT OF ENTRY TO PERFORM THE WORK AND NOTIFY THE AFFECTED PROPERTY OWNER OR OCCUPANT 48 HOURS PRIOR TO START OF SAID WORK.

17. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE CITY ENGINEER OR ISAKSON & ASSOCIATES, INC.

18. NO WORK SHALL BEGIN ON THIS PROJECT PRIOR TO A PRECONSTRUCTION CONFERENCE WITH CITY STAFF. CALL ALFREDO HURTADO, ASSOC. ENGINEER (925) 252-4930 TO ARRANGE FOR THIS CONFERENCE.

19. ALL DISTURBED AREAS OF EARTH SHALL BE HYDROSEEDDED AS SOON AS POSSIBLE, AND NOT LATER THAN SEPTEMBER 15TH. (SEE THE EROSION CONTROL PLAN).

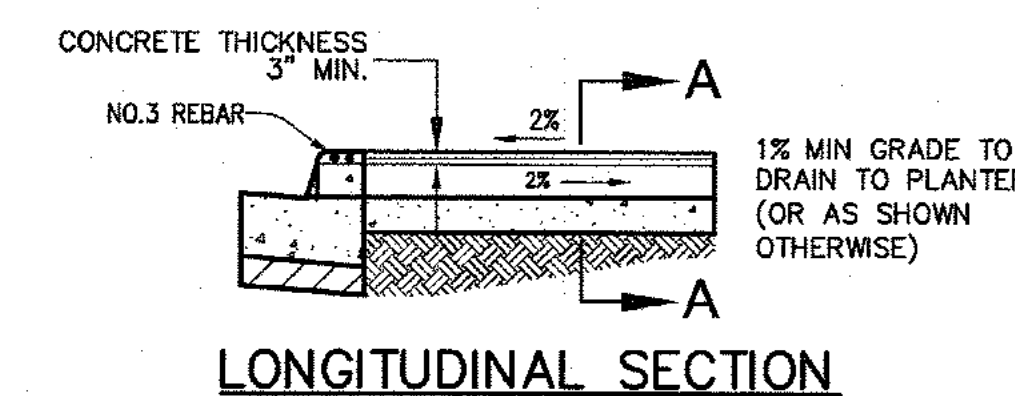
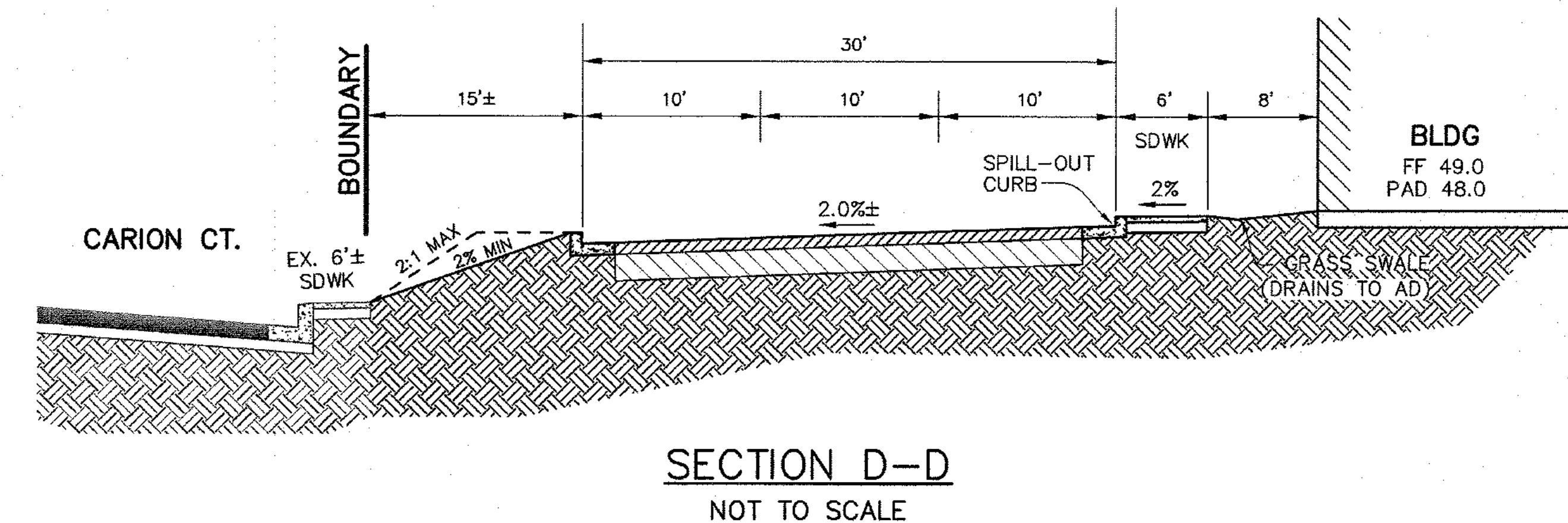
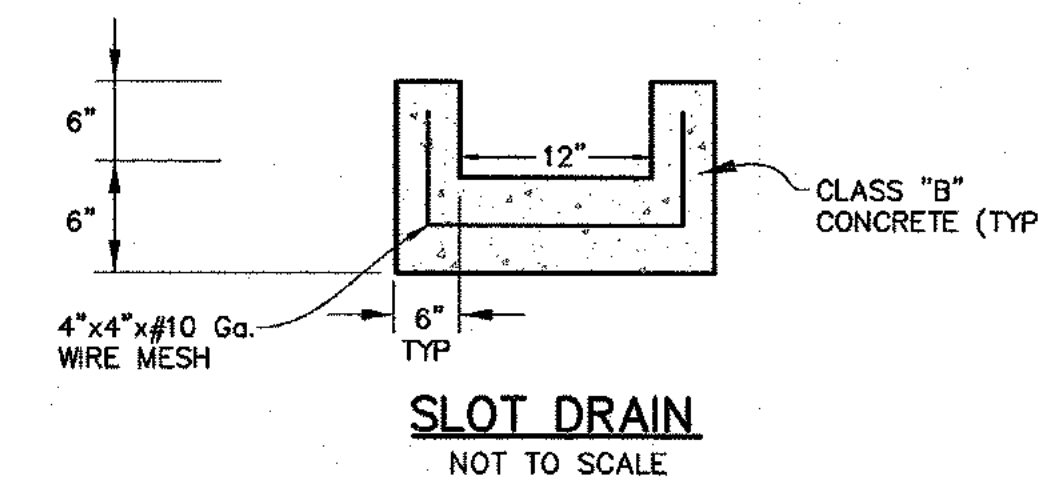
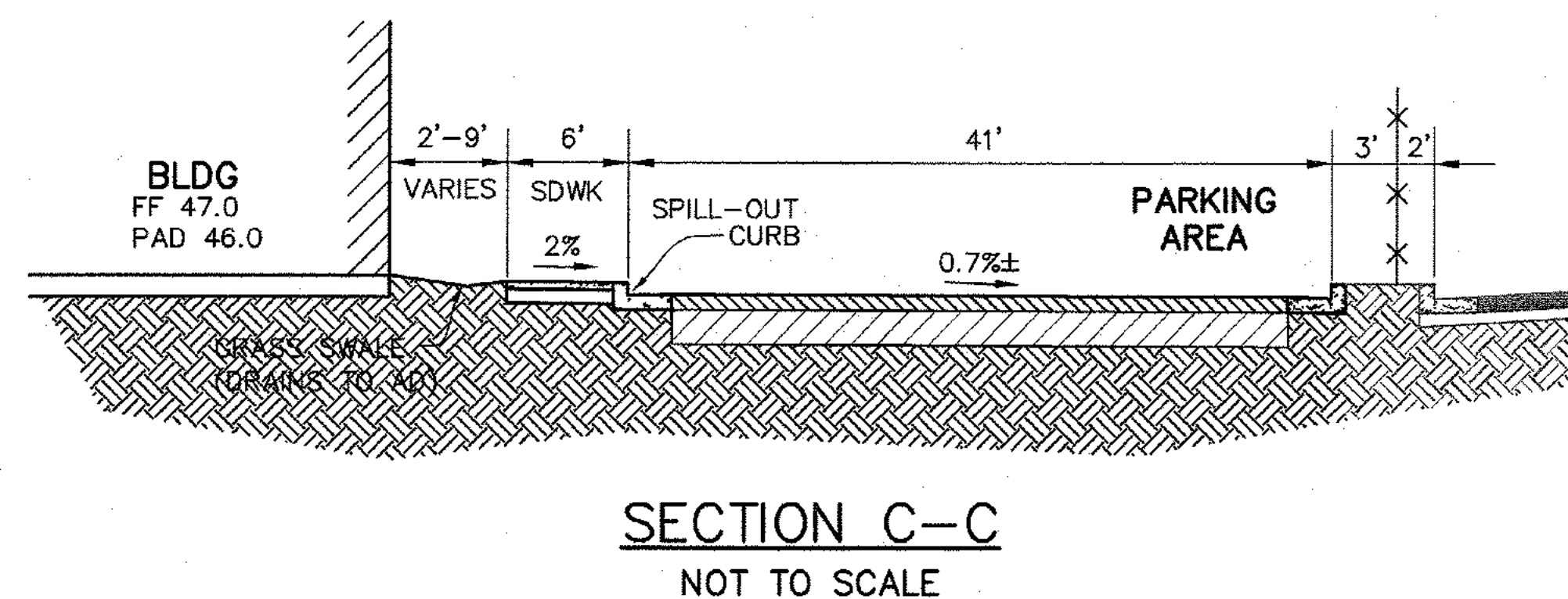
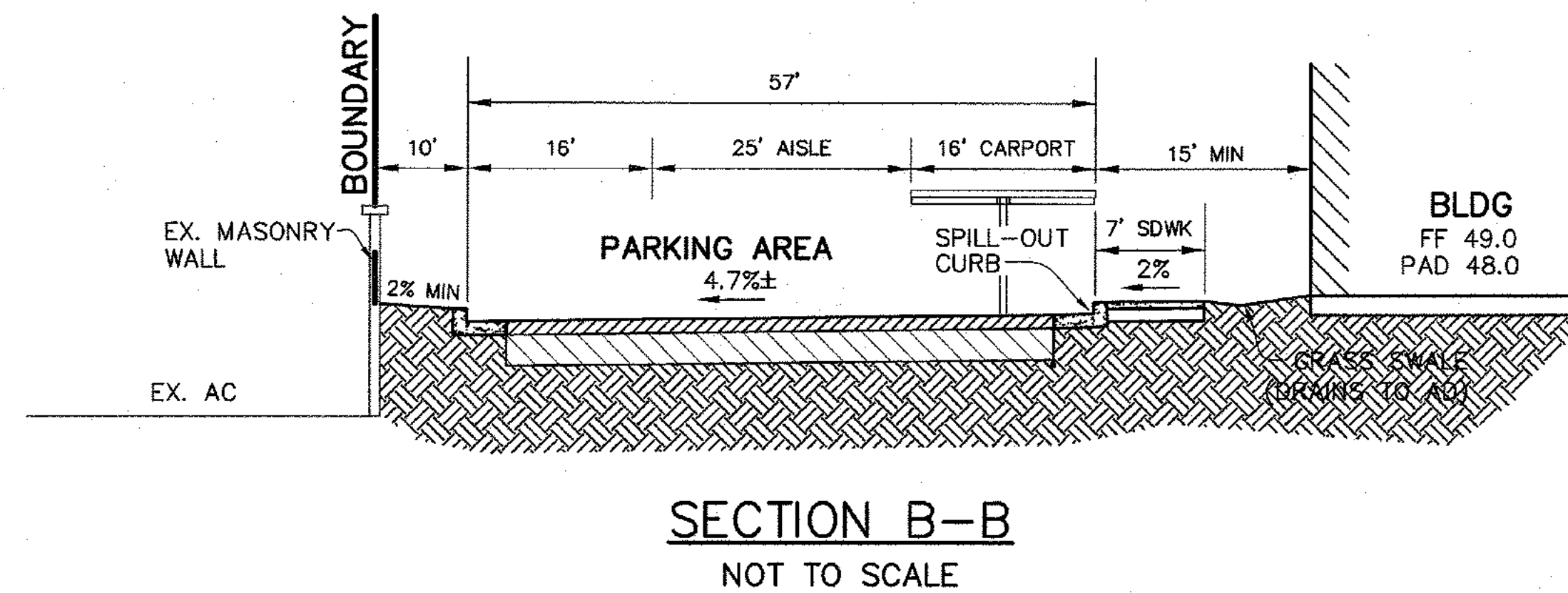
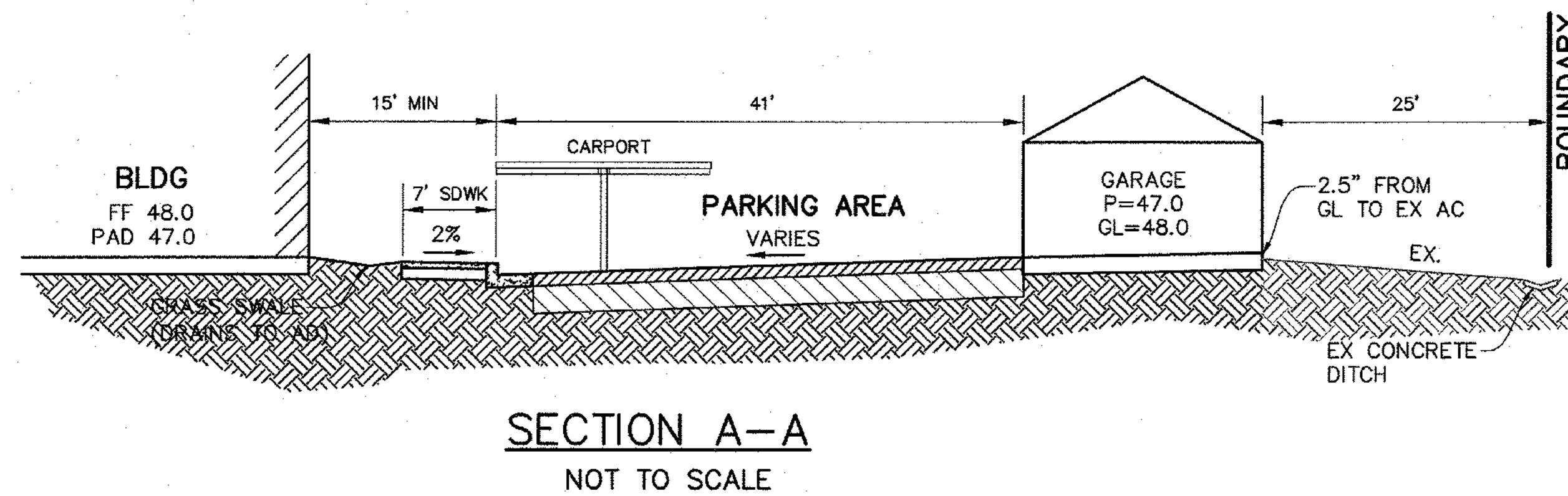
- NOTE:
SUBDRAIN CLEANOUTS SHALL BE INSTALLED IN A COVERED CONCRETE BOX AT THE SURFACE AND MARKED WITH A 4"x4" WHITE INDICATOR POST.

- NOTE:
POT HOLE EXISTING UTILITIES AT PROPOSED UTILITY CROSSINGS AND/OR POINTS OF CONNECTION TO CONFIRM PIPE DEPTHS AND LOCATIONS TO ENSURE THAT THERE ARE NO CONFLICTS.

		APPR.		EDGEWATER APARTMENTS	
				GRADING PLAN	
				GENERAL NOTES	
				CITY OF PITTSBURG CONTRA COSTA COUNTY CALIFORNIA	
				Isakson & Assoc. Inc.	
				civil engineering and land surveying	
				2255 Ygnacio Valley Road, Suite C, Walnut Creek, CA. 94598 Phone: (925) 937-9333	
DATE: 08-22-17		DESIGNED BY: DOI		DRAWN BY: STAFF	
		CHECKED BY: DOI		JOB NO. 200607	
				SHEET 2 OF 7	

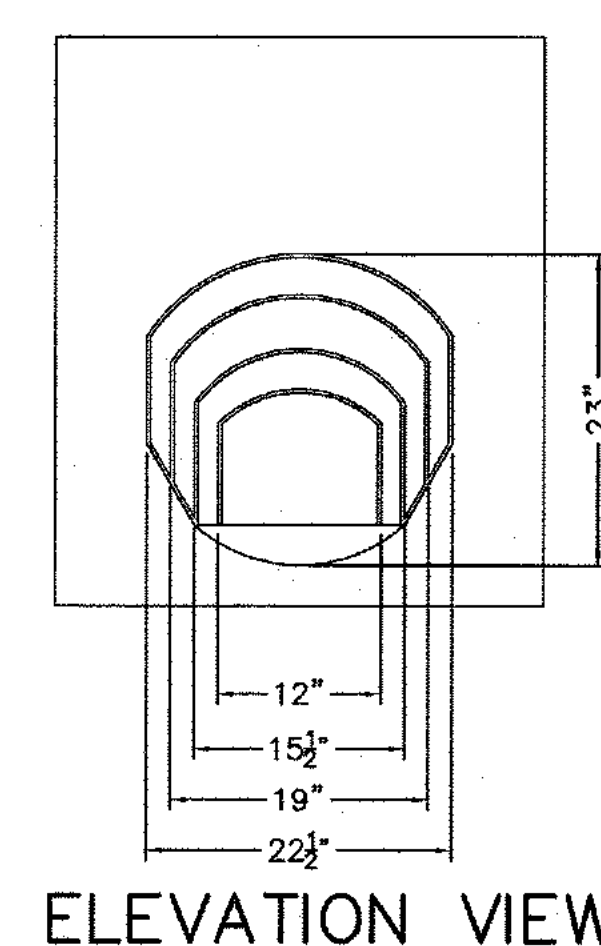
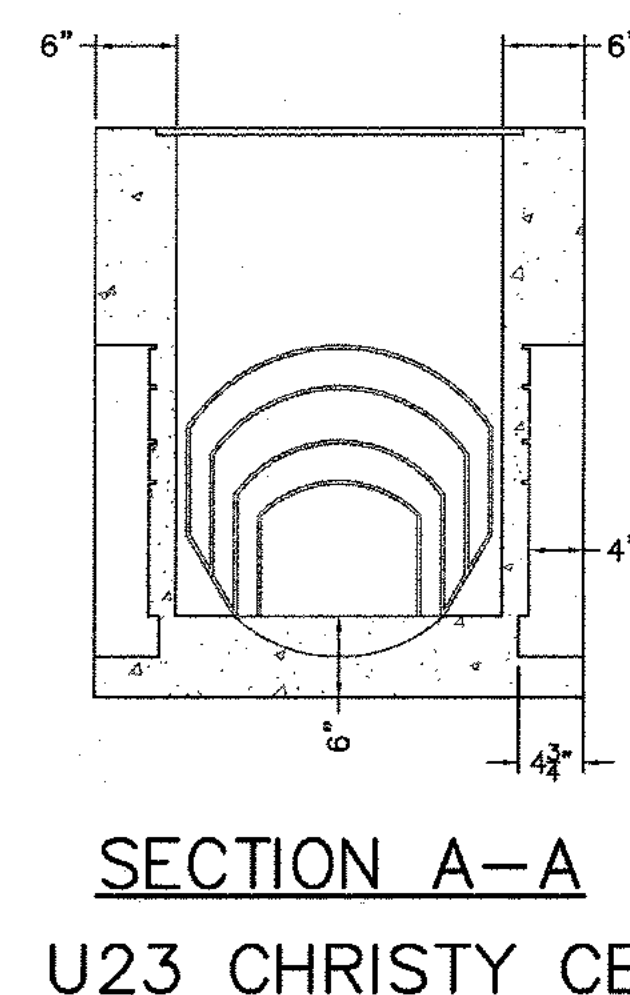
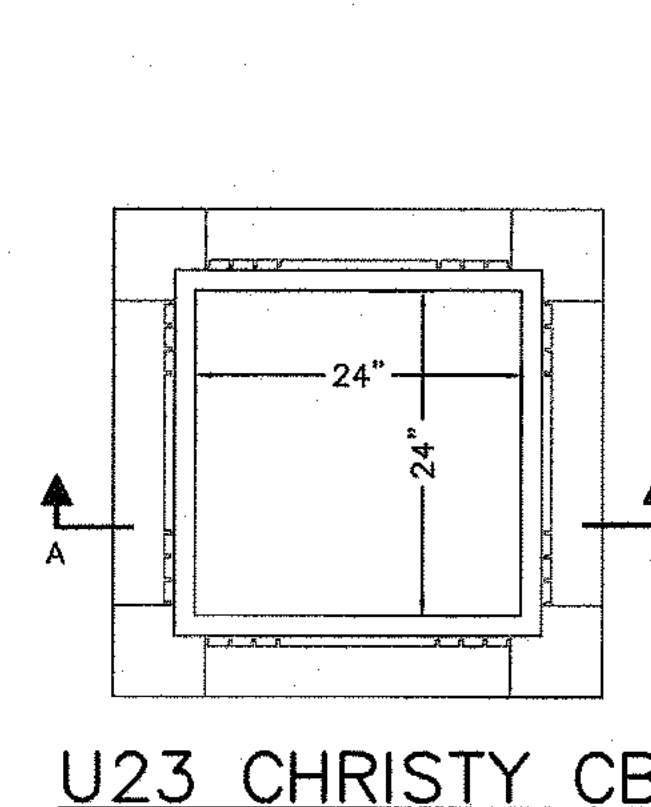
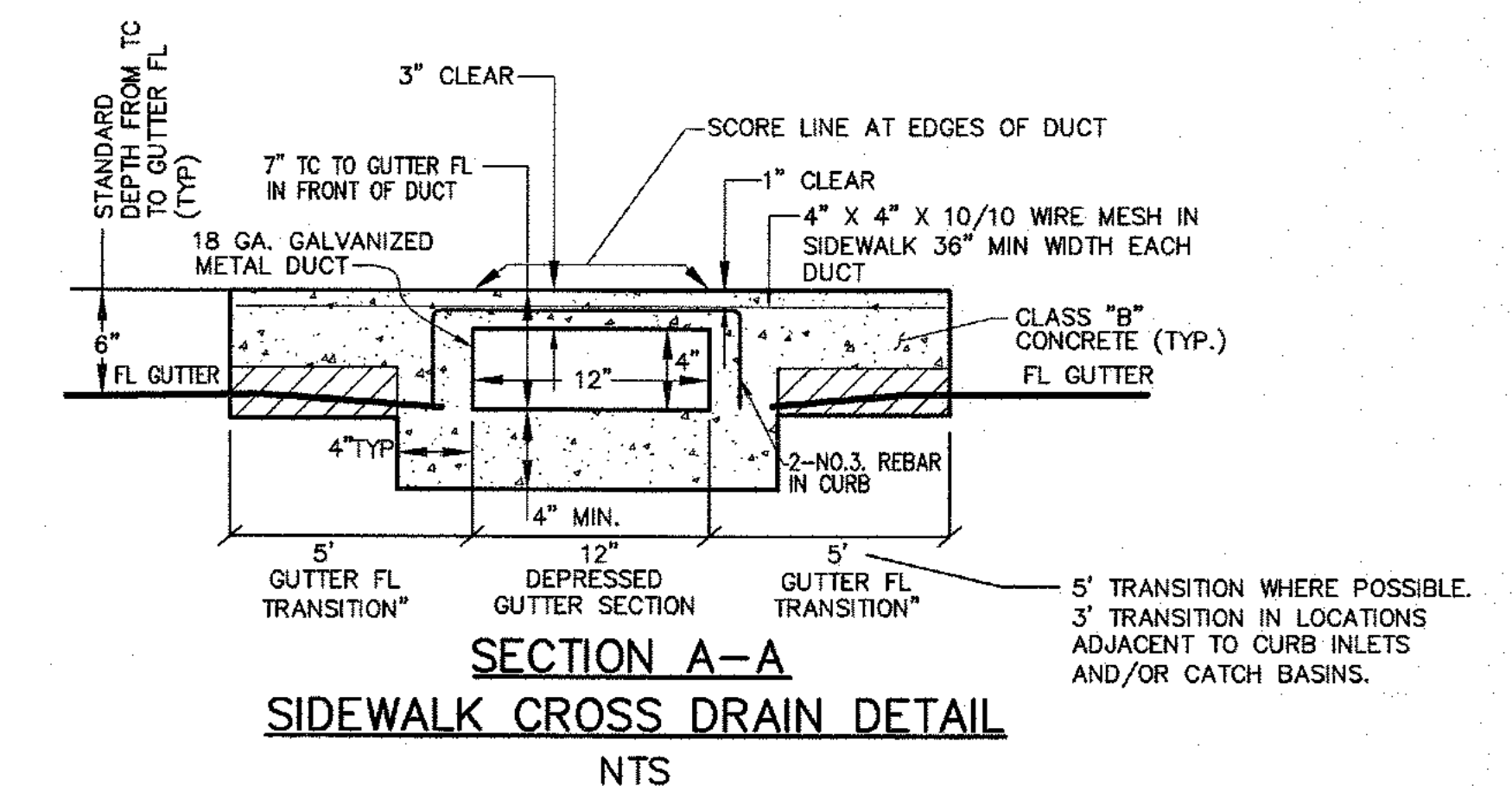
"EDGEWATER APARTMENTS"

GRADING, DRAINAGE, AND UTILITY PLANS



- NOTES:
1. METAL DUCT FORM SHALL BE SUPPORTED FROM DISTORTION DURING POURING OF CONCRETE.
 2. THE CONCRETE AND METAL DUCT SHALL EXTEND CONTINUOUSLY FROM THE BACK OF WALK TO FACE OF CURB.

SIDEWALK CROSS DRAIN DETAIL
NTS

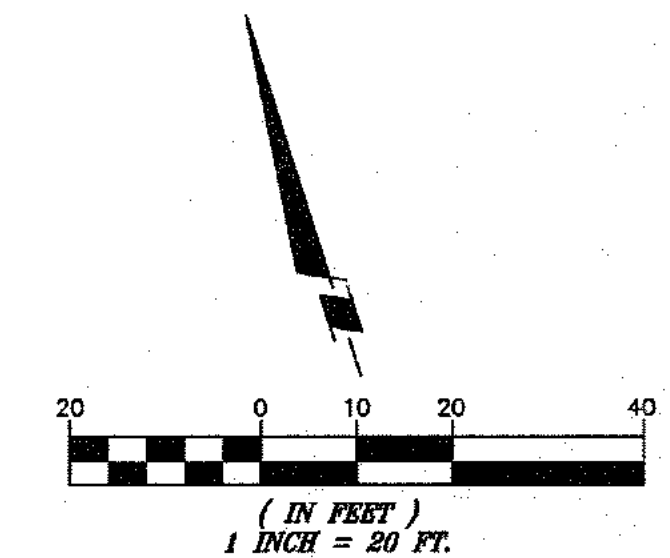


ACCEPTED BY:
FRANCIS P. MCKINLEY, CITY ENGINEER RCE 56574
DATE:
CITY ENGINEER SHALL NOT RELIEVE THE DEVELOPER OR THE ENGINEER FROM RESPONSIBILITY FOR THE DESIGN OF THE IMPROVEMENTS NOR FROM ANY DEFICIENCIES RESULTING FROM THE DESIGN THEREOF.
THE CITY ENGINEER SHALL SIGN ANY REVISION PRIOR TO CONSTRUCTION. THREE COPIES OF THE REVISION SHALL BE SUBMITTED TO THE CITY.
A "RECORD DRAWING" ON MYLAR FILM SHALL BE SUBMITTED TO THE CITY PRIOR TO ACCEPTANCE OF THE WORK AS COMPLETE.

APPROVED		DATE		DESIGNED		DRAWN		CHECKED		JOB NO.		SHEET	
[Signature]		08-22-17		DOI		DOI		DOI		200607		3 OF 7	
EDGEWATER APARTMENTS GRADING PLAN SECTIONS AND DETAILS CITY OF PITTSBURG CONTRA COSTA COUNTY CALIFORNIA Isakson & Assoc. Inc. civil engineering and land surveying 2255 Ygnacio Valley Road, Suite C, Walnut Creek, CA. 94598 Phone: (925) 937-9333													

GRADING & DRAINAGE PLAN "EDGEWATER APARTMENTS"

CITY OF PITTSBURG
CONTRA COSTA COUNTY
STATE OF CALIFORNIA



LEGEND:

- STORM DRAIN & CATCH BASIN
- EXISTING STORM DRAIN
- STORM DRAIN & AREA DRAIN
- STREET LIGHT
- CONCRETE
- EXISTING AC PAVING
- ASPHALT CONCRETE
- 42" +/- DECORATIVE METAL VIEW FENCE
- PROJECT BOUNDARY BOARD FENCE
- RETAINING WALL
- FF=48.0
P=46.8
47.0
47.5
+ 93.56
STAIRWAY
STREET GRADE & DIRECTION
PROPOSED SIDEWALK/WALKWAY
CARPORT
GARAGE



EDGEWATER APARTMENTS

GRADING PLAN
GRADING AND DRAINAGE PLAN
PITTSBURG CONTRA COSTA COUNTY

Isakson & Assoc. Inc.
civil engineering & land surveying

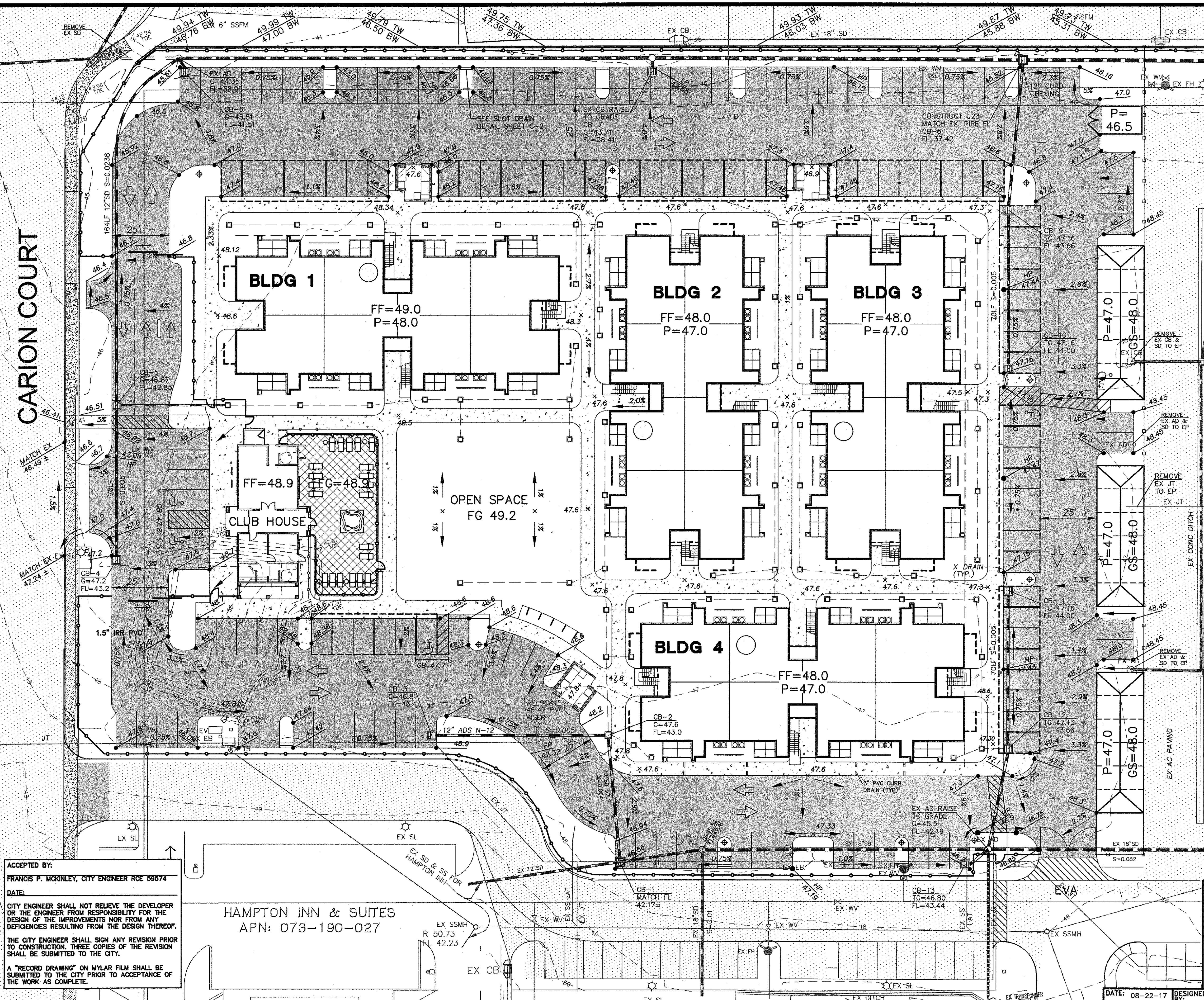
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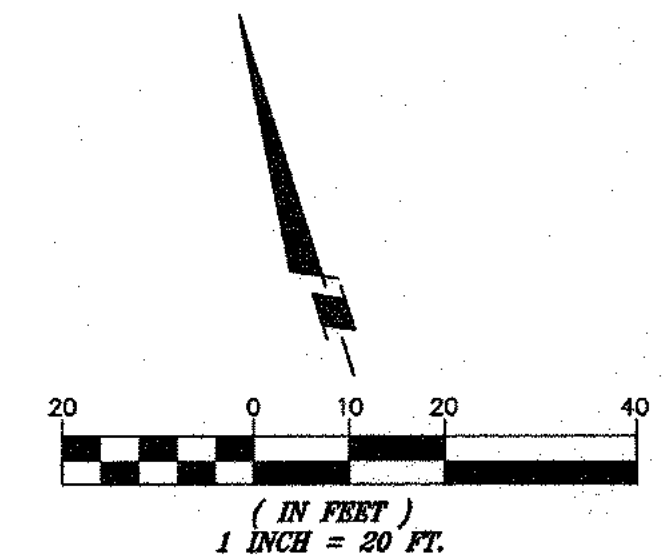
CARION COURT

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FRANCIS P. MCKINLEY, CITY ENGINEER RCE 59574
DATE:
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A "RECORD DRAWING" ON MYLAR FILM SHALL BE SUBMITTED TO THE CITY PRIOR TO ACCEPTANCE OF THE WORK AS COMPLETE.

HAMPTON INN & SUITES
APN: 073-190-027



CITY OF PITTSBURG
CONTRA COSTA COUNTY
STATE OF CALIFORNIA



STORM DRAIN & CATCH BASIN

EXISTING STORM DRAIN

SANITARY SEWER & DIRECTION

SANITARY SEWER & MANHOLE

EXISTING SANITARY SEWER

WATER & GATE VALVE

EXISTING WATER & GATE VALVE

FIRE HYDRANT

STREET LIGHT

CONCRETE

EX AC PAVING

ASPHALT CONCRETE

42" +/- DECORATIVE METAL VIEW FENCE

PROJECT BOUNDARY

BOARD FENCE

RETAINING WALL

FINISH FLOOR ELEVATION

PAD ELEVATION

DENOTES FINISH GRADE

EX. SPOT ELEVATION

STAIRWAY

STREET GRADE & DIRECTION

PROPOSED SIDEWALK/WALKWAY

CARPORT

GARAGE

PROFESSIONAL



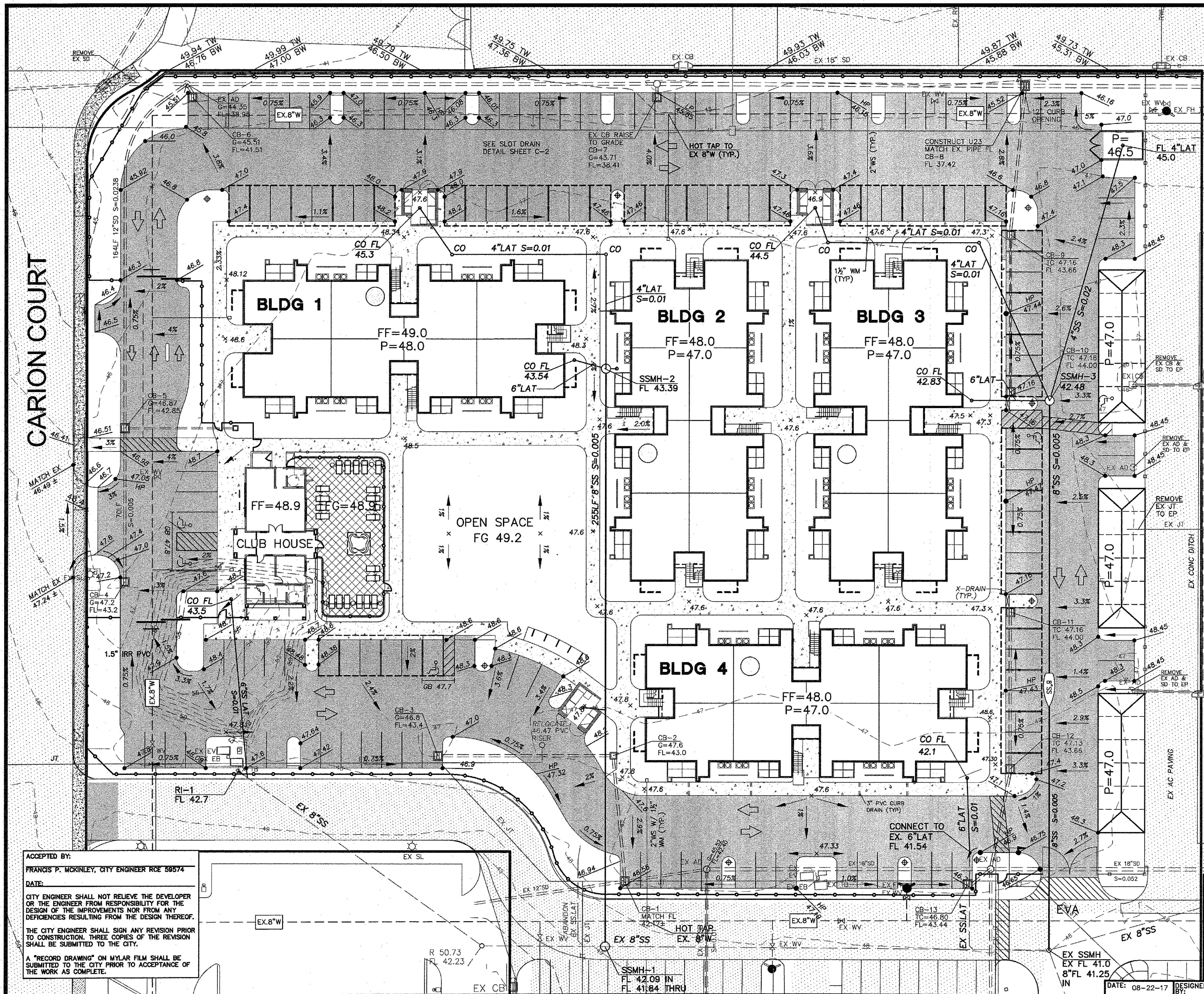
Isakson & Assoc. Inc.
civil engineering land surveying

2255 Ygnacio Valley Road, Suite C, Walnut Creek, CA. 94598 Phone: (925) 937-9333

DATE: 08-22-17	DESIGNED BY: DOI	DRAWN BY: STAFF	CHECKED BY: DOI	JOB NO: 200607	SHEET 5 OF 7
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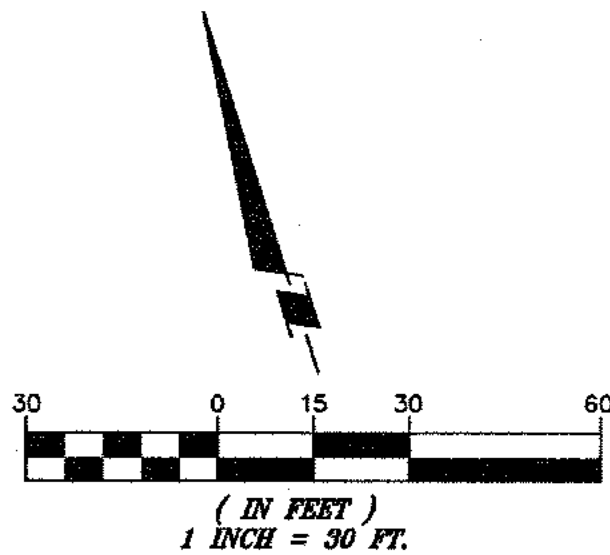
CARION COURT

A "RECORD DRAWING" ON MYLAR FILM SHALL BE SUBMITTED TO THE CITY PRIOR TO ACCEPTANCE OF THE WORK AS COMPLETE.



"EDGEWATER APARTMENTS"

GRADING, DRAINAGE, AND UTILITY PLANS



OWNER: SUNNYSIDE PITTSBURG, LLC.
4081 PORT CHICAGO HWY., SUITE H.
CONCORD, CA 94520
PHONE: (925) 682-6419

CIVIL ENGINEER: ISAKSON & ASSOCIATES, INC.
2255 YGNACIO VALLEY RD., SUITE C
WALNUT CREEK, CA 94598
PHONE: (925) 937-9333

SOILS ENGINEER: TO BE ASSIGNED

EROSION CONTROL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR ALL ASPECTS OF "EROSION CONTROL" FOR THE LIFE OF THE PROJECT AND SHALL INSTALL AND MAINTAIN ANY DEVICES AND MEASURES NECESSARY TO THE SATISFACTION OF THE CITY ENGINEER. DURING THE PERIOD OF OCTOBER 15 TO APRIL 15, THIS PLAN IS A GUIDELINE ONLY. THE CONTRACTOR SHALL TAKE WHATEVER STEPS ARE NECESSARY TO MINIMIZE THE QUANTITY OF ERODED MATERIAL FROM FLOWING INTO CREEKS AND PERMANENT STORM DRAINS AS APPROVED BY THE AGENCIES. ANY ADDITIONAL REQUESTS OR RECOMMENDATIONS MADE BY THE AGENCIES SHALL ALSO BE IMPLEMENTED BY THE CONTRACTOR AND CONSIDERED PART OF THIS PLAN.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF PITTSBURG (OR OTHER GOVERNING JURISDICTION) STANDARD SPECIFICATIONS.
3. TO MINIMIZE EROSION OF GRADED BANKS, ALL GRADED BANKS AND STOCKPILE AREAS SHALL BE HYDROMULCHED, LANDSCAPED OR SEALED PER THE CONTRA COSTA CLEAN WATER PROGRAM MANUAL, LATEST EDITION.
4. TO CONTROL EROSION WITHIN THE STREET RIGHT OF WAY, BALES OF STRAW, FILTRATION BAGS, BERMS OR OTHER SUITABLE MATERIAL SHALL BE IN PLACE DURING THE PERIOD OF OCTOBER 15 TO APRIL 15. THE "BEST MANAGEMENT PRACTICES" (BMP'S) SHALL BE PLACED WHERE SHOWN ON THIS PLAN OR AS REQUIRED BY THE CITY ENGINEER (OR OTHER JURISDICTIONAL INSPECTOR).
5. WHEN TEMPORARY STRUCTURES HAVE SERVED THEIR INTENDED PURPOSE AND THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED, THE EMBANKMENT AND RESULTING SEDIMENT DEPOSITS ARE TO BE LEVELED OR OTHERWISE DISPOSED OF BY THE CONTRACTOR AS RECOMMENDED BY THE SOILS ENGINEER.
6. GRADED AREAS MUST DRAIN AWAY FROM THE FACE OF SLOPES AT THE CONCLUSION OF EACH WORKING DAY. DRAINAGE SHALL BE DIRECTED TOWARD DRAINAGE INLETS.
7. ALL SLOPES WITH A HEIGHT OF GREATER THAN FIVE (5) FEET ARE TO BE HYDROMULCHED.
8. ALL EROSION CONTROL STRUCTURES SHALL BE INSPECTED DAILY BY THE CONTRACTOR AND AFTER EACH RAINSTORM AND SHALL BE CLEANED OUT AS NECESSARY.
9. SEE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REPORT FOR ADDITIONAL CONTROLS.
10. CONTRACTOR SHALL NOTIFY THE SWPPP CONSULTANT IF AN EROSION PROBLEM EXISTS AND CONTROLS ARE NOT COVERED IN THE SWPPP. THE CONSULTANT PHONE NUMBER IS (925) 937-9333.
11. IF A STORM DRAIN INLET HAS BEEN CONSTRUCTED IN AN UNPAVED AREA AND IS NOT BEING UTILIZED AS A SEDIMENT POND INLET, MEASURES SHALL BE TAKEN TO PREVENT THE INFLOW OF WATER (I.E. METAL PLATE OVER OPENING).
12. LOCATION OF DESIGNATED MATERIAL DELIVERY, LOADING, UNLOADING, STORAGE AREAS, VEHICLE FUELING & EQUIPMENT AREAS, AS WELL AS CONCRETE WASHOUT AREAS ARE APPROXIMATED ON THESE PLANS. CONSTRUCTION OPERATIONS WILL DICTATE ANY RELOCATION OF THESE AREAS AS NECESSARY.

LEGEND

- PROPOSED STORM DRAIN WITH INLET OR MANHOLE
- 2:1 SLOPE OR AS NOTED
- DIRECTION OF FLOW
- STRAW WATTLES
- STORM DRAIN INLET PROTECTION

- VELOCITY CHECK DAMS ANGLED APPROX. 45 DEGREE TO FLOW @ GUTTER LINES TO ALLOW PASSAGE THRU STREET CENTERLINE ON UNPAVED STREETS
- CONSTRUCTION 50' GRAVEL ENTRANCE (IF STREETS NOT YET PAVED)
- HYDROMULCH AREA
- SILT FENCE

MARTIN LUTHER KING JUNIOR HIGH SCHOOL
APN: 073-150-015

CITY OF PITTSBURG
APN: 073-190-012

RRM ENTS LLC
APN: 073-190-018

HAMPTON INN & SUITES
APN: 073-190-027

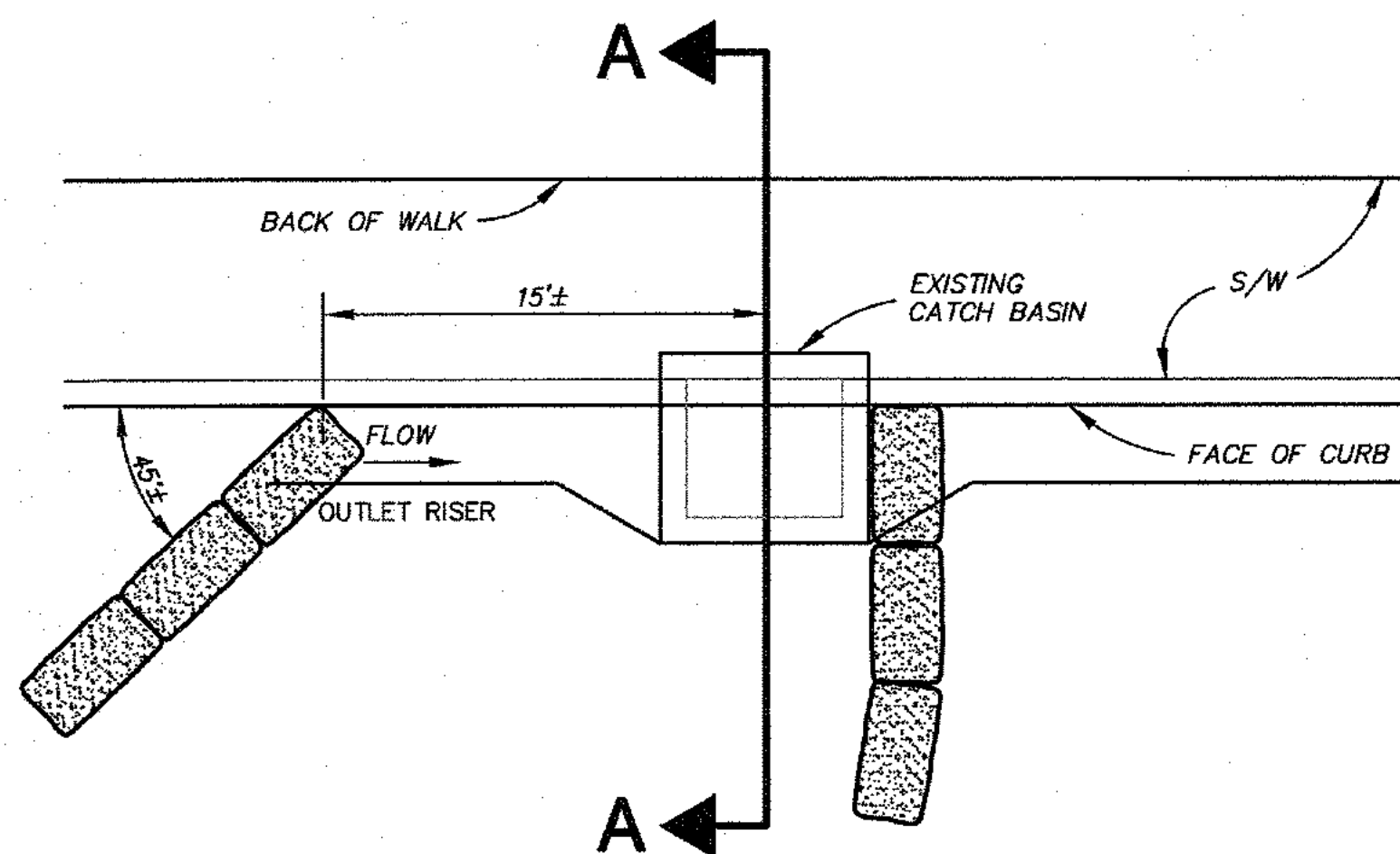
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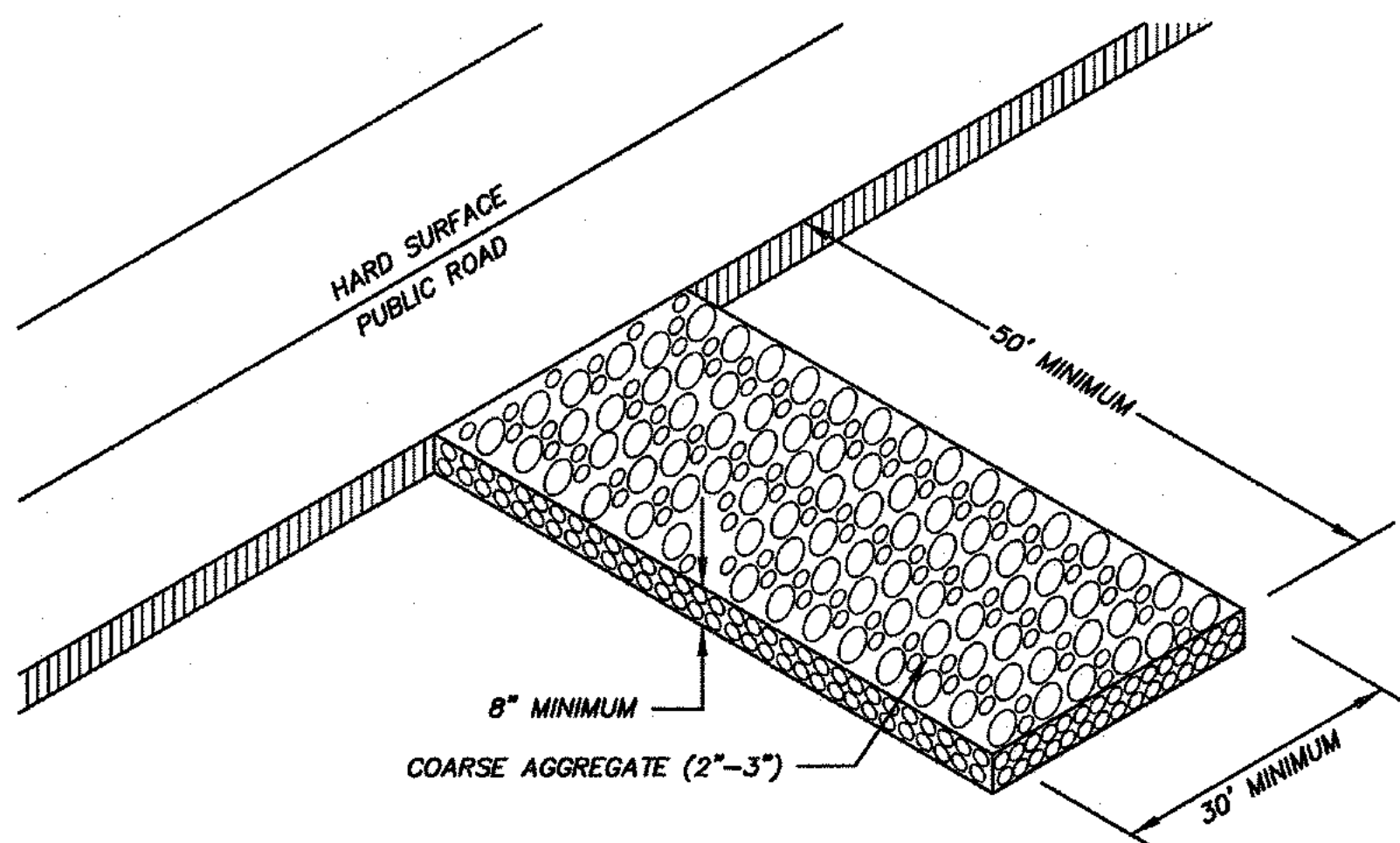
EDGEWATER APARTMENTS
GRADING PLAN
EROSION CONTROL PLAN
CITY OF PITTSBURG CONTRA COSTA COUNTY CALIFORNIA
Isakson & Assoc. Inc.
civil engineering and surveying
2255 Ygnacio Valley Road, Suite C, Walnut Creek, CA. 94598 Phone: (925) 937-9333
DATE: 08-22-17 DESIGNED BY: DOI DRAWN BY: STAFF CHECKED BY: DOI NO. 200607 SHEET 6 OF 7

"EDGEWATER APARTMENTS"

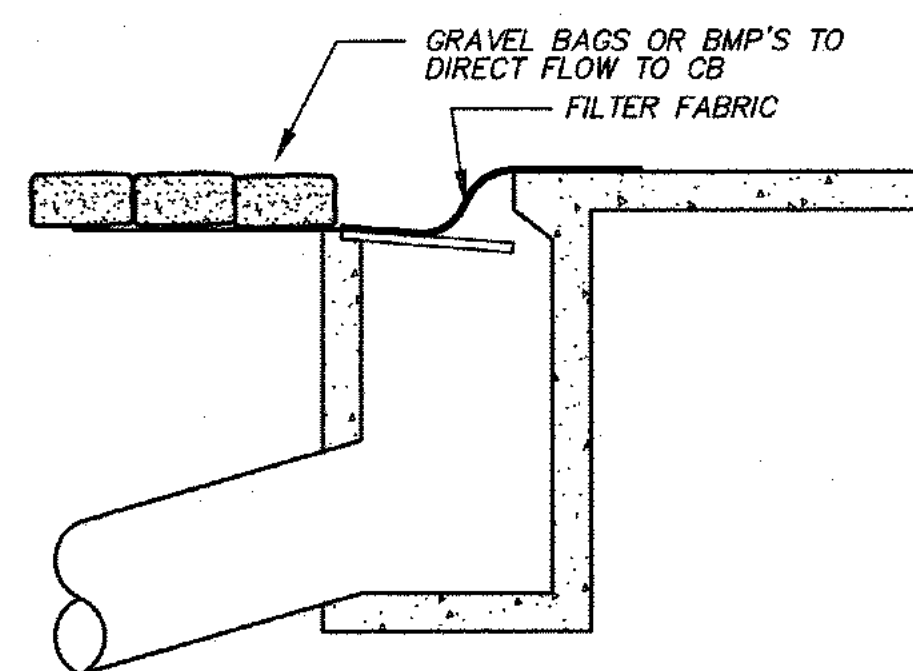
GRADING, DRAINAGE, AND UTILITY PLANS



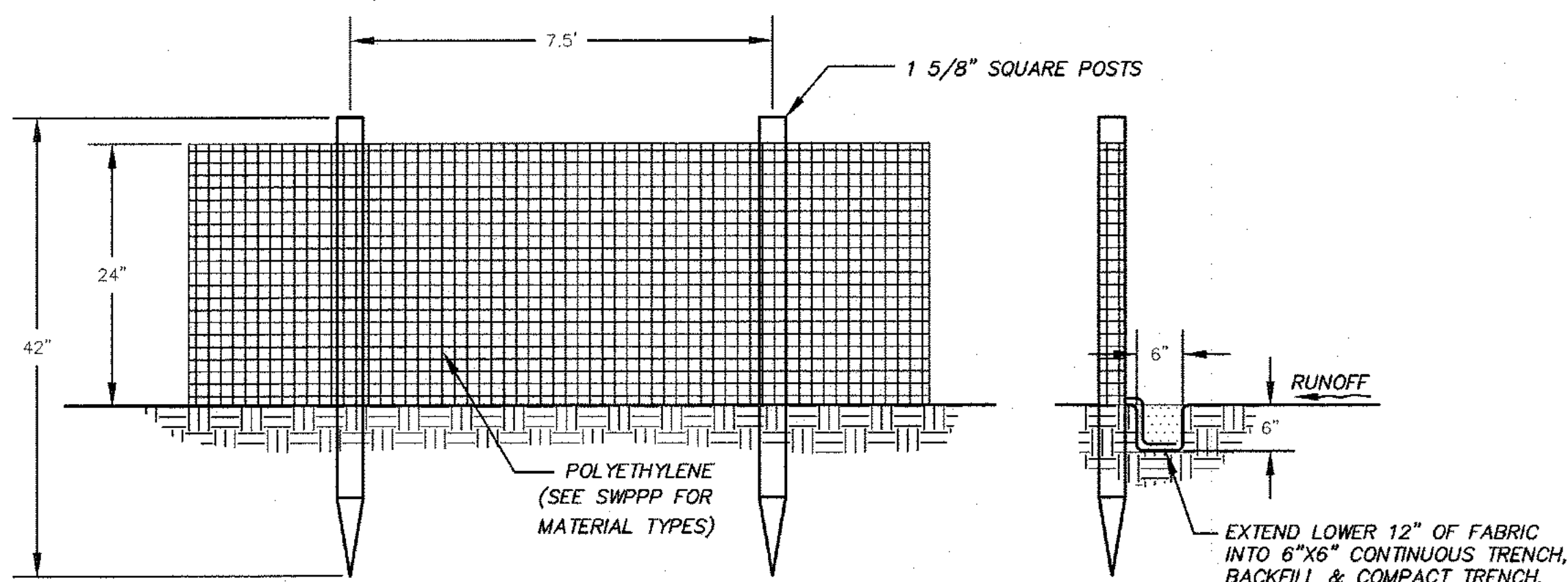
PLAN VIEW
STORM DRAIN INLET PROTECTION
(FOR EXISTING STORM DRAIN INLET ON PAVED STREETS)
NOT TO SCALE



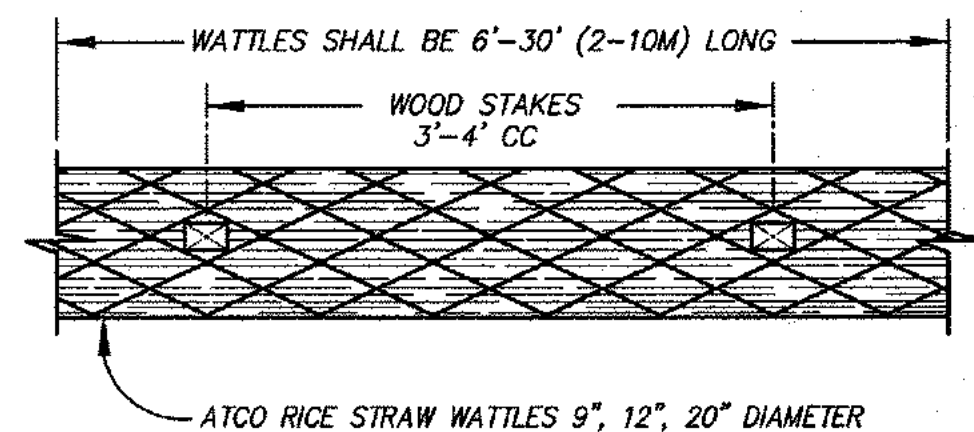
STABILIZED GRAVEL CONSTRUCTION ENTRANCE
NOT TO SCALE



SECTION A-A
STORM DRAIN INLET PROTECTION
(FOR EXISTING STORM DRAIN INLET ON PAVED STREETS)
NOT TO SCALE

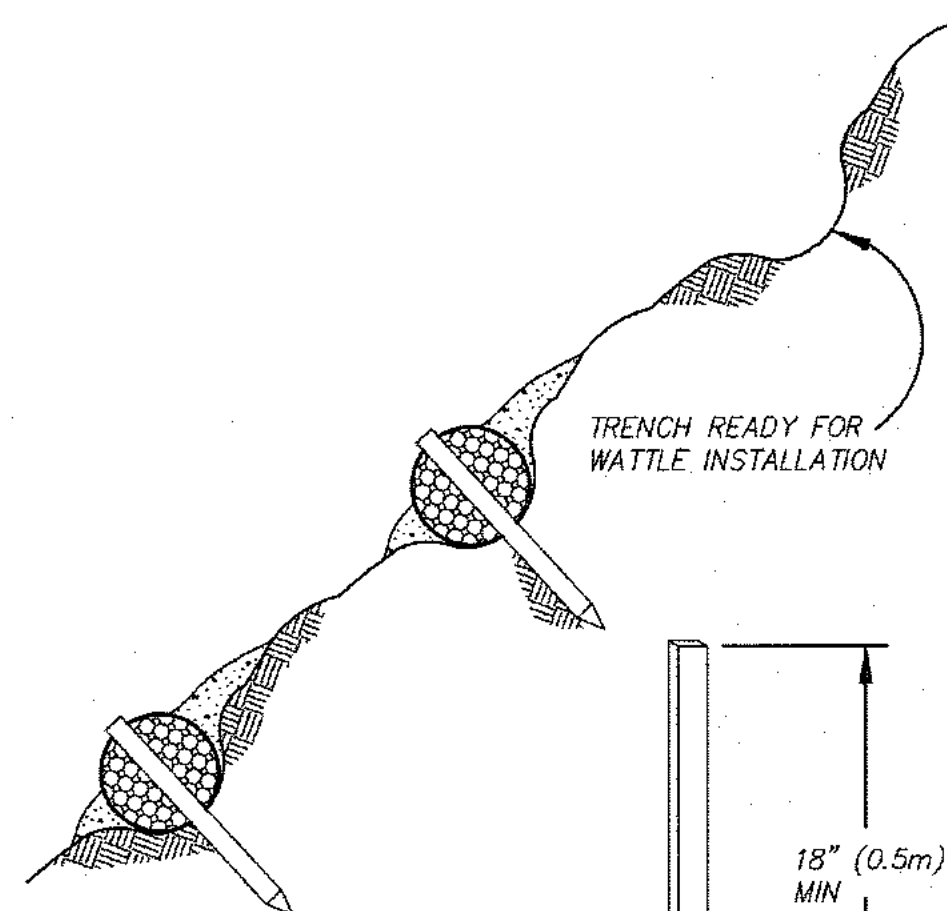


SILT FENCE
NOT TO SCALE
(FOR REFERENCE ONLY - TO BE USED ONLY IF REQUIRED)



- NOTES:
1. ATCO RICE STRAW WATTLES OR EQUIVALENT.
 2. INSTALL WATTLES ON SLOPE CONTOURS.
 3. ALL WORK PROCEEDS FROM THE BOTTOM OF THE SLOPE TO THE TOP.
 4. FILL OR PARTIALLY COVER WATTLE WITH SOIL FROM SLOPE OR TRENCH ABOVE.
 5. COMPACT AND WORK SOIL INTO COMPLETED WATTLES.

TYPICAL WATTLE DETAIL
NOT TO SCALE



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		GRADING PLAN EROSION CONTROL PLAN CITY OF PITTSBURG CONTRA COSTA COUNTY CALIFORNIA	
Isakson & Assoc. Inc. civil engineering and land surveying 2255 Ygnacio Valley Road, Suite C, Walnut Creek, CA. 94598 Phone: (925) 937-9333		EDGEWATER APARTMENTS	
DATE: 08-22-17	DESIGNED BY: DOI	DRAWN BY: STAFF	CHECKED BY: DOI
JOB NO. 200607	SHEET 7 OF 7		

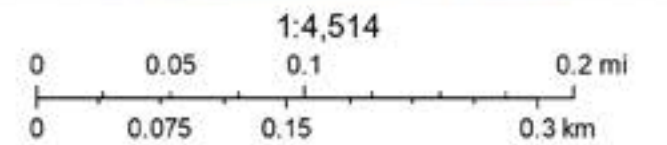
Project Location Map



March 16, 2017

- Existing Bicycle Facilities
- Proposed Bicycle Facilities

- Bus Stop
- Zoning
- Parcel



CCC

Existing Conditions

[View Map](#)



View 1: MLK Jr. Junior High School entry facing south/southeast



View 2: South-end of property facing hills

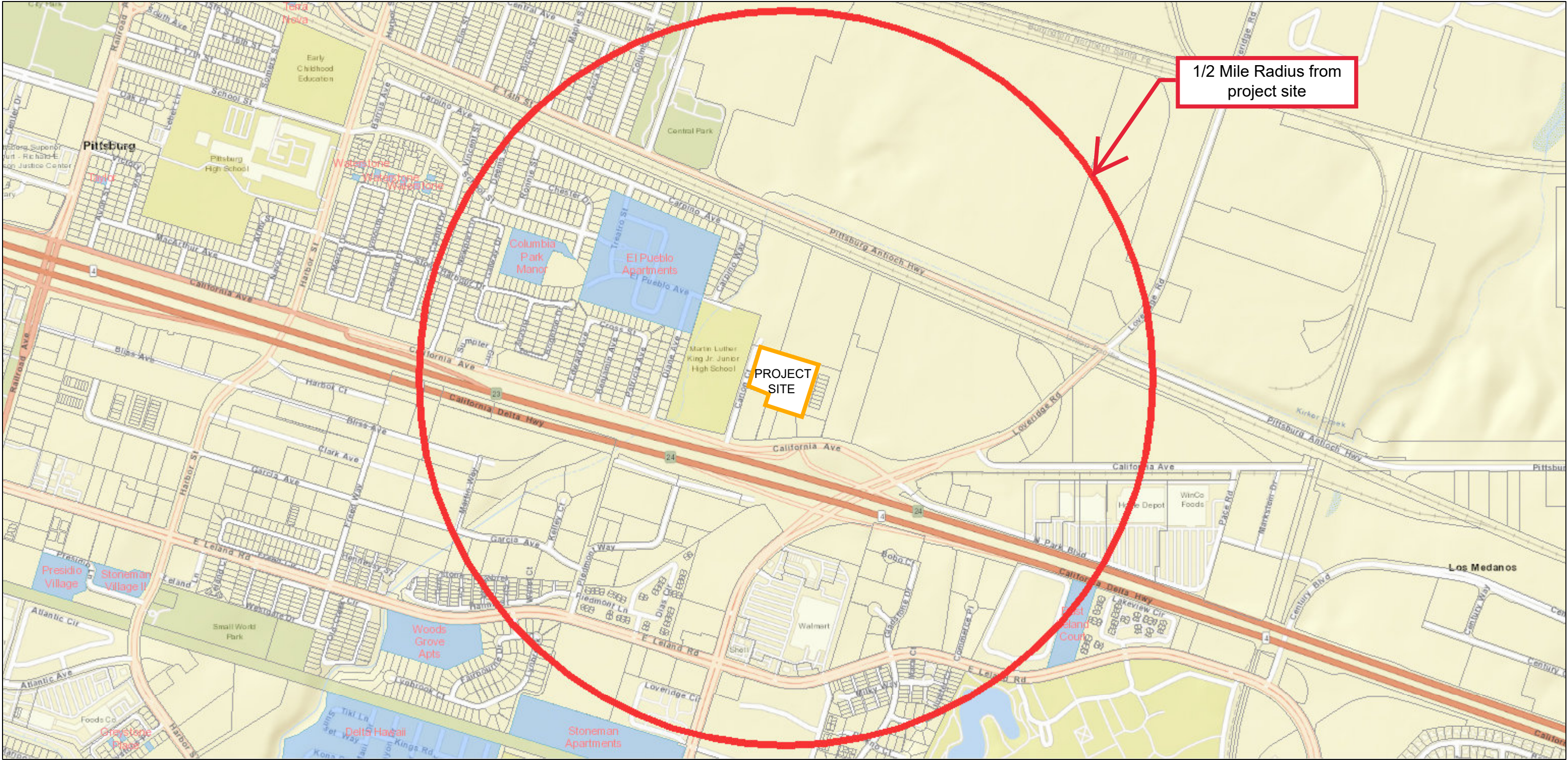


View 3: North-end of property west/MLK Jr. Junior High



View 4: Panoramic photo from south property line facing north

Affordable Housing Sites



January 17, 2018

Affordable Housing Sites

Parcel

1:11,936

A number line illustrating the conversion of miles to kilometers. The top scale is in miles, with major tick marks at 0, 0.125, 0.25, and 0.5. The bottom scale is in kilometers, with major tick marks at 0, 0.225, 0.45, and 0.9. The scales are aligned such that 0.125 miles corresponds to 0.225 kilometers, 0.25 miles corresponds to 0.45 kilometers, and 0.5 miles corresponds to 0.9 kilometers. There are 8 equal intervals between 0 and 0.5 miles, and 4 equal intervals between 0 and 0.9 kilometers.

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

Attachment7
Applicable General Plan Goals and Policies
Edgewater Apartments, AP-17-1228 (DA, DR, FE, SR)

General Plan Goal/Policy	Analysis
Land Use Element	
2-G-1: Maintain a compact urban form within the City's projected municipal boundary. Ensure that hillside lands not environmentally suitable for development are maintained as open space.	Consistent. The proposed project would be constructed on an infill site within the existing municipal boundary, helping the City maintain a compact urban form.
2-G-5: Promote a diversity of housing types, including opportunities for hillside estate development, as well as smaller lot, infill, and high-density housing.	Consistent. The proposed project would be developed at approximately 14 d.u./ac. on an infill site. While the proposed project is similar in density to other infill projects recently approved within the City (e.g. Belle Harbor), Edgewater is a for-rent project, rather than a for-sale project.
2-P-15: Ensure minimum residential densities, in accordance with the ranges stipulated in this Plan.	Consistent. The proposed project has a density of approximately 14 d.u./ac, which conforms to the Medium Density land use designation and RM (Medium Density Residential) District.
2-P-18: Limit all new multi-family housing to 20 units or more. Update the Zoning Ordinance to ensure that new multi-family projects are developed as large-scale, professionally maintained, high-density housing.	Consistent. The project, as proposed, includes 62 apartment units.
Growth Management	
3-G-3: Provide a range of development intensities, with the highest intensities in Downtown and in areas approximate to transit and services, and lower intensities in hillsides and at the City's southern edge.	Consistent. The proposed project is not within the downtown area or adjacent to transit services. However, the project site is adjacent to a school site, and near large employment centers such as Dow and USS POSCO, and smaller employers such as the surrounding commercial and light industrial developments.
3-G-5: Ensure that new residential, commercial and industrial growth within the Voter-Approved Urban Limit Line pays its share of the costs for the construction of facilities needed to serve that growth.	Consistent. The proposed project would be required to install necessary utility and stormwater infrastructure or pay in lieu fees prior to construction. The developer would also be required to pay all building permit and impact fees associated with residential development.
3-G-9: Encourage the provision of new and improved pedestrian, bicycle and transit facilities to serve all users of new development projects.	Conditionally consistent. A proposed condition of approval would require the developer install a high-visibility crosswalk with flashing beacons between the project site and Martin Luther King Jr. Junior High School. Additionally, as part of the Development Agreement, the developer has proposed completing the sidewalk along the western side of Loveridge Road, from California Avenue to the Praxair driveway, which would allow for establishment of a new bus stop.

3-P-1: Allow urban and suburban development only in areas where public facilities and infrastructure (police, fire, parks, water, sewer, storm drainage, and community facilities) are available or can be provided.	Consistent. The proposed project site is located in an area where public facilities and infrastructure are available or can be provided.
3-P-2: Prior to project approval, ensure that the existing and planned transportation system will have adequate capacity to accommodate new urban development.	Consistent. The Initial Study prepared June 24, 2013, prepared as part of the previous rezoning request, determined the existing and planned transportation system would have adequate capacity to accommodate a rezoning of the site to RM District, and potential residential development within the RM District density range. Correspondence from TriDelta Transit confirmed the public transportation system can adequately serve the proposed project site.
3-P-16: Preserve options for future transit use when designing improvements for roadways. Ensure that developers provide bus turnouts and/or shelters, where appropriate, as part of projects. (Transportation Policy 7-P-29)	Consistent. As part of the Development Agreement, the developer has proposed completing the sidewalk along the western side of Loveridge Road, from California Avenue to the Praxair driveway, which would allow for establishment of a new bus stop.
3-P-17: As part of development approval, ensure that safe and contiguous routes for pedestrians and bicyclists are provided within new development projects and on any roadways that are impacted as a result of new development. (Transportation Policy 7-P-34)	Conditionally consistent. A proposed condition of approval would require the developer install a high-visibility crosswalk with flashing beacons between the project site and Martin Luther King Jr. Junior High School. Additionally, as part of the Development Agreement, the developer has proposed completing the sidewalk along the western side of Loveridge Road, from California Avenue to the Praxair driveway, which would allow for establishment of a new bus stop.
Urban Design	
4-G-17: Encourage development of diverse and distinctive neighborhoods that build on the patterns of the natural landscape and provide a sense of connection with surrounding uses.	Consistent. The project site is located within an area of the City that does not maintain a singular defining architectural character or defining natural landscape feature. As such, the proposed project utilizes a more neutral color palate which will allow the proposed development to harmonize and connect the various styles of existing development in the area. Additionally, the developer has proposed to develop a pedestrian trail at least 1/4 - mile in length within the stormwater basin at the northern end of Carion Court, utilizing the existing landscape.
4-P-82: Develop and implement development standards in the City's Zoning Ordinance and Subdivision Regulations that minimize the visual dominance of garages in residential units.	Consistent. The proposed project includes 3 detached garages, each housing 6 vehicles. These garages are proposed to be located at the rear of the property and would not be visible from Carion Court, and minimally visible from the Loveridge Commercial Center. Additionally, no carports or resident parking would be located along the project frontage, reducing the visual impact of parked cars.

4-P-83: Ensure that new developments provide an integrated pattern of streets and pedestrian paths that provide connections between neighborhoods.	Conditionally consistent. A proposed condition of approval would require the developer install a high-visibility crosswalk with flashing beacons between the project site and Martin Luther King Jr. Junior High School. Additionally, as part of the Development Agreement, the developer has proposed completing the sidewalk along the western side of Loveridge Road, from California Avenue to the Praxair driveway, which would allow for establishment of a new bus stop.
Transportation Element	
7-G-15: Encourage walking as a regular means of transportation for people who live within a half-mile walk of school, work, or routine shopping destinations.	Conditionally consistent. A proposed condition of approval would require the developer install a high-visibility crosswalk with flashing beacons between the project site and Martin Luther King Jr. Junior High School. Additionally, as part of the Development Agreement, the developer has proposed completing the sidewalk along the western side of Loveridge Road, from California Avenue to the Praxair driveway, which would allow for establishment of a new bus stop.
7-P-39: Ensure that residential and commercial developments provide pedestrian pathways between lots for direct routes to commercial centers, schools, and transit facilities.	
7-P-42: Improve pedestrian crossing safety at heavily used intersections by installing crossing controls that provides adequate time for pedestrians to cross the street.	
Resource Conservation Element	
9-G-11: Reduce the number of motor vehicle trips and emissions accounted to Pittsburg residents and encourage land use and transportation strategies that promote use of alternatives to the automobile for transportation, including bicycling, bus transit, and carpooling.	Conditionally consistent. A proposed condition of approval would require the developer install a high-visibility crosswalk with flashing beacons between the project site and Martin Luther King Jr. Junior High School. Additionally, as part of the Development Agreement, the developer has proposed completing the sidewalk along the western side of Loveridge Road, from California Avenue to the Praxair driveway, which would allow for establishment of a new bus stop.
9-P-22: Continue working with the Regional Water Quality Control Board in the implementation of the National Pollutant Discharge Elimination System (NPDES), with specific requirements established in each NPDES permit.	No conflict. The developer would be required to adhere to all requirements of the City's NPDES permit.
9-P-23: Require new urban development to use Best Management Practices to minimize creek bank instability, runoff of construction sediment, and flooding.	Conditionally consistent. A proposed condition of approval would require the developer adhere to all Best Management Practices during construction. This is likely to be addressed during staff's review of the project and as a condition of approval.
Health and Safety Element	
10-P-39: Strive to maintain a ratio of 1.8 sworn police officers per 1,000 residents.	Conditionally consistent. A proposed condition of approval would require the developer annex the property into the City's public safety CFD.

Public Facilities Element	
11-P-18: Ensure that new residential, commercial, and industrial development equitably share costs associated with providing wastewater services to areas of urban expansion within the Planning Area.	Conditionally consistent. Proposed conditions of approval would require the developer pay fund a sewer capacity study, and that the project install necessary utility and stormwater infrastructure or pay in lieu fees prior to construction. The developer would also be required to pay all building permit and impact fees associated with residential development.
11-P-23: Encourage builders to incorporate interior and exterior storage areas for recyclables into new or remodeled residential, commercial, and industrial structures.	Consistent. The proposal includes four shared refuse areas that have been designed to accommodate trash and recycling facilities.
11-P-29: Ensure adequate road widths in new development for fire response trucks, per the subdivision regulations.	No conflict. The applicant would be required to adhere to all CCCFPD requirements prior to issuance of a building or grading permit.
11-P-33: As a condition of approval, ensure that all new and redevelopment projects underground utility lines on and adjacent to the site.	No conflict. This would be included as a condition of approval as applicable.
Noise Element	
12-G-1: Protect public health and welfare by eliminating or minimizing the effects of existing noise problems, and by preventing increased noise levels in the future.	Conditionally consistent. The developer has prepared a Noise and Vibration assessment, which has specified measures that should be included as conditions of approval within the proposed project to ensure conditionally acceptable interior and exterior noise levels are obtained. In addition, the developer has proposed heavy landscaping along the northern project boundary, where noise impacts are greatest, in order to further reduce noise impacts from adjacent uses.
12-P-1: As part of development review, use Figure 12-3 to determine acceptable uses and installation requirements in noise-impacted areas.	
12-P-4: Require noise attenuation programs for new development exposed to noise above normally acceptable levels. Encourage noise attenuation programs that avoid visible sound walls.	
12-P-5: Require that applicants for new noise-sensitive development, such as schools, residences, and hospitals, in areas subject to noise generators producing noise levels greater than 65 dB CNEL, obtain the services of a professional acoustical engineer to provide a technical analysis and design of mitigation measures.	

12-P-6:Ensure that new noise-sensitive uses, including schools, hospitals, churches, and homes, in areas near roadways identified as impacting sensitive receptors by producing noise levels greater than 65 dB CNEL (Figure 12-1), incorporate mitigation measures to ensure that interior noise levels do not exceed 45 dBCNEL.	
Housing Element	
Housing Goal I: Foster development of a variety of housing types, densities, and prices to balance the City's housing stock and to meet Pittsburgh's regional fairshare housing needs for people of all income levels.	Consistent. The proposed project includes 62 market-rate apartment units, which will attract moderate to above-moderate income households, near a portion of the City which includes a large amount of low- and very low-income units, helping to establish a mixed-income community and provide a variety of housing types within this subarea, and help the City reach its regional fair share housing goals. Additionally, as part of the Development Agreement, the developer has proposed completing the sidewalk along the western side of Loveridge Road, from California Avenue to the Praxair driveway, which would allow for establishment of a new bus stop.
P-1.2:Encourage the construction of both high end and moderate-income housing in the southern foothills, downtown, along the waterfront, and throughout Pittsburgh to provide above moderate-income housing opportunities in the community and to increase economic activity within the city.	
P-1.4:Support the construction of multi-family housing in close proximity to transit, arterials, shopping, and public services.	
P-1.6:Meet Pittsburgh's fair share regional housing needs.	

Attachment8
Property Development Regulations
 Edgewater Apartments, AP-17-1228 (DA, DR, FE, SR)

Development Regulations: <i>RMDistrict</i>	Requirement:	Proposed Project:
Max. Density (min. lot area per unit):	3,000s.f. (allowable range of 31 to 62 total units on site)	3,000 s.f. (62 total units)
Maximum Height:	35 ft.	approx. 26 ft.
Maximum Coverage:	50%	approx. 30%
Minimum Yards:	-	-
Front:	15 ft.	approx. 58 ft.
Side:	7.5 ft.	approx. 51 ft.
Corner:	15 ft.	n/a
Rear:	10 ft.	approx. 20 ft.
Minimum Site Landscaping:	25%	26.7%
Minimum Private Storage Area:	200 c.f.	approx. 350 c.f.
Minimum Private Open Space:	60 s.f.	87.5 s.f.
Parking Required (PMC Chapter 18.78):	139 spaces (62 covered)	169 spaces (80 covered)

Attachment9
Development Review Design Guidelines
 Edgewater Apartments, AP-17-1228 (DA, DR, FE, SR)

Design Review Guideline	Meets Guideline?
I.a: Reliefs and architectural treatments should be provided on all building elevations (360 degree architecture), i.e. 2"x4" (wood or Styrofoam/stucco) window and door reveal treatment on all building elevations.	Conditionally. A recommended condition of approval would require the developer install faux stone building treatments on all sides of the clubhouse below the decorative stucco trim piece, and that all trim details be extended to all adjacent sides of the building or architectural features to which they are attached.
I.b: Provide concrete and/or tile roof material. Architectural grade composition material may be used if rake treatment is included or roof pitch, greater than 4:12 is used.	Yes. The proposed project proposes concrete roofing materials.
I.c: Each dwelling unit should be provided with complete front yard and corner-side yard xerophytic landscaping and automatic irrigation (Section 18.84.300 PMC).	Yes. The proposed landscape plans contain a water efficient landscape worksheet which to show the total estimated water use for the landscaped areas, and notes that all planting areas shall be water by a fully automatic irrigation system. This is also reiterated as a proposed condition of approval.
I.d: Required front yards should vary in depth unless otherwise stated for a proposed PD (Planned Development) district.	Not applicable. The proposed project is not within a PD District and does not proposed multiple lots with separate yards or residences.
I.e: Decorative masonry walls should be provided between all arterial streets and future homes.	Not applicable. The applicant has proposed installing a wrought-iron gate and landscaping along the street frontage.
I.f: Roof slopes should be considered greater than 4:12 unless inappropriate for architectural style (i.e. Ranch Style, etc.).	Yes. The proposed 12:4 roof slope is appropriate for the architectural style.
I.g: Provide articulated garage doors on all garages.	Yes. All proposed garage doors contain architectural reliefs appropriate for their location along the rear of the development.
I.h: Garage doors designs should not be duplicated. Not less than four styles should be used in a subdivision.	Not applicable. All garage doors should be of a common style as this is a single development.

I.i: Side-on garages are recommended intermittently through-out the subdivision (70' wide lots or greater).	Not applicable. All garages are located along the rear property line, and will not be visible from the public right-of-way.
I.j: Garage frontage should not occupy more than 60% of allowable lot frontage.	Yes. All garages are located along the rear of the property, behind the main residential buildings.
I.k: Provide board-onboard fencing on all side yards and rear yards (excluding side yards and rear yards adjacent to major thoroughfares), unless a view corridor is to be maintained.	Not applicable. The proposed project does not include board-on-board fencing.
I.l: The architectural treatments (such as sidings, shingles, window and door trims) established on the front facades of each of the approved house designs shall be carried around to the sides and rear elevations of the buildings, except that masonry veneer treatments at the base of a structure need be carried only partly around the side elevations, to either the adjoining fence line or the closest interior right angle joint.	Conditionally. A recommended condition of approval would require all trim details be extended to all adjacent sides of the building or architectural features to which they are attached.
II.a: Subdivision entry monuments should be provided on new major subdivisions, neighborhoods or villages, if appropriate	Yes. The proposed project proposes a monument sign located at the entrance of the proposed development.
II.b: Perimeter wall and/or sound wall pilasters should not be greater than 50' on-center.	Not applicable. The existing masonry soundwall along the northern property line does not include decorative pilasters at this time; however, the developer has proposed installing a decorative metal fence with heavy landscaping along the northern project boundary to screen existing masonry wall from view.
II.c: Sound walls exceeding 6' in height and visible from the public right-of-way should be treated with decorative features consistent with the neighborhood design.	Not applicable. The project does not propose sound walls or other masonry walls.
II.d: All masonry walls should include a wall cap.	Not applicable. The project does not propose sound walls or other masonry walls.
II.e: Retaining walls, exceeding 3 feet tall, adjacent to a public right-of-way should be constructed with the same materials as used for the sound wall.	Not applicable. The project does not propose any new retaining walls adjacent to the public right-of-way.

II.f: Masonry or sound walls should be staggered when adjacent to public right-of-ways.	Not applicable. The proposed project does not include a masonry or soundwall along the public right-of-way.
II.g: Single story units should be located on corner lots whenever possible.	Yes. Though the proposed project is not located on a true corner lot and does not proposed single-family detached units, the portion of Building 1 nearest the public right-of-way is proposed to be single-story, which will ease the transition of building heights along the street frontage.
II.h: Developer should select, at least, one of the schemes provided in Appendix #1 for screening all utility boxes, transformers, backflow preventers, meters and junction boxes.	Conditionally. A recommended condition of approval would require all utility boxes, transformers, backflow preventers, meters and junction boxes be undergrounded whenever possible, or substantially screened from view by way of a permanent screen or appropriately sized plant material.
II.i: Construct fence/walls at top of down slope banks. Design fence at top of slope to take advantage of potential views.	Not applicable. The proposed project site is flat, and development would not impact any scenic vistas or other views.
II.j: Dwelling unit driveways should align with on-coming street at three-way intersections when possible.	Yes. A proposed condition of approval would require installation of a high-visibility crosswalk with flashing beacons between the project site and Martin Luther King Jr. Junior High School.
II.k: Existing trees which have greater than a nine (9) inch trunk caliper should be incorporated into the design of project.	Not applicable. There are no existing trees on site.
II.l: Landscaped portions of set-backs, excluding sidewalk along public streets, should not be less than the height of the fence or sound wall.	Yes. The proposed fence height along the right-of-way is six feet, while the landscaped portion of this setback is 15 feet.
II.m: Landscaping areas shall not be less than three feet wide, between the curbs.	Yes. All new landscaped areas are proposed to be three feet or greater in width.
II.n: Subdivision perimeter walls should be minimized. Install wrought iron fencing at open end of cul-de-sacs, parks and open space.	Yes. Wrought iron fencing is proposed along all property lines visible from the public right-of-way or surrounding public parking lots.
III.a: A/C units should be substantially screened from view by way of a permanent screen or appropriately sized plant material.	Yes. The proposed project identifies locations for a/c unit screening.

III.b: Detached carports and/or garages should have the same roof material and roof pitch as the main dwelling units.	Conditionally. All garages are proposed to have a roof pitch and materials similar to that of the main dwelling units. A proposed condition of approval would require all carports visible from the public right-of-way or the commercial center to the south be designed with a pitched roof and finished with roofing materials similar to those used on the main dwelling units
III.c: Projects with many buildings (greater than three) should provide a variety of building sizes and masses resulting in varying elevations from a streetscape perspective.	Yes. The proposed project includes a clubhouse and four apartment buildings. The streetscape along Carion Court would be defined by the clubhouse, as well as one apartment building, which is highlighted by single-story portion nearest the right-of-way, and a taller two-story portion behind.
III.d: Bus stops should share the same architectural theme as that of the dwelling units.	Not applicable. The proposed project does not propose additional covered bus stops.
III.e: Parking lots should not dominate area adjacent to public streets. Structures and parking should be interspersed creating pockets of parking and variety from a streetscape point of view.	Yes. In order to reduce the visual impact of parking lots, the developer has located all resident parking along the sides and rear of the property. Five parking spots will be located in front of the proposed clubhouse, but are required for prospective tenant parking.
Green Building Design Guideline	Preliminarily Meets Guideline?
VI.C.1: For residential buildings without solar energy systems, roof surface should be covered with a green/living roof (> 50% of roof surface) or with a cool roof.	Conditionally. A proposed condition of approval would require all residential buildings and carports be prewired for solar photovoltaic panels.
VI.C.2: Uncovered rooftop expanses greater than 200 s.f. should be designed to be strong enough to support green roofs, community gardens, raised beds, and be accessible to occupants for gardening purposes.	Not applicable. The proposed project includes sloped roofs which do not provide space for community gardens. Additionally, the aesthetic value of the development would be hindered by inclusion of energy systems or water heaters along the roof.

VI.C.3:Roofs should have solar hot water systems (panels), solar photovoltaicpanels or low-profile wind energygeneration turbines and shouldinclude a sustainable plan formaintenance of such systems. Roofsshould be covered with a cool roofunder the energy generationstructures. Roof segments that areuncovered by energy systems shouldhost raised bed garden space orgreenhouses, a green/living roof, orcool roof surfaces.	Conditionally. A proposed condition of approval would require all residential buildings and carports be prewired for solar photovoltaic panels.
VI.C.4: Parking lot impacts should be minimized. Outdoor parking lots with more than 20 spaces and solar access over 75% or more of its surface area should install renewable energy systems on carport structures. Urban heat island impacts should be minimized through the use of shading (parking lot trees) or paving material design choices. Recommended choices include renewable energy systems on carport structures, shade trees, underground parking, and open-grid pavement systems.	Conditionally. The applicant has proposed adequate parking lot trees, but does not propose solar energy systems on carport roofs at this time. A proposed condition of approval would require all residential buildings and carports be prewired for solar photovoltaic panels.
VI.C.5:Electric vehicle charging units should be made available to tenants with electric vehicles. The parking spaces with charging units should be clearly marked with signs designating them for assigned tenants or electric vehicle use only.	Yes. The applicant has proposed inclusion of two electric vehicle charging stations at this time.
VI.C.6:Pedestrian and bicycle paths should provide safe, visible, and unobstructed bicycle and pedestrian access between facilities, from facility entrances to bicycle and pedestrian routes (sidewalks and bicycle lanes), through parking lots, and between facilities and existing or planned bicycle and pedestrian routes.	Conditionally.A proposed condition of approval would require installation of a high-visibility crosswalk with flashing beacons between the project site and Martin Luther King Jr. Junior High School. The applicant has also proposed to complete the sidewalk along the western side of Loveridge Road, from California Avenue to the Praxair Driveway.
VI.C.7:Convenient, visible, and secure bicycle storage facilities should be available on site, sufficient to accommodate demand of residents and guests.	Yes/Conditionally. The proposed project includes five bicycle parking racks, and a proposed condition of approval would require the developer provide parking for a minimum of 10 bicycles.
VI.C.8:Outdoor design and features should maximize landscaping water conservation.	Yes. The proposed landscape plans contain a water efficient landscape worksheet showing the total estimated water use.

Environmental Noise and Vibration Assessment

Edgewater Apartments

Pittsburg, California

BAC Job # 2017-091

Prepared For:

Discovery Builders, Inc.

Attn: Mr. Kris Kamerzell
4061 Port Chicago Hwy., Ste. H
Concord, CA 94520

Prepared By:

Bollard Acoustical Consultants, Inc.



Paul Bollard, President

June 6, 2017



Introduction

The proposed Edgewater Apartments (project) is a multi-family residential development located on the east side of Carion Court, to the north of California Avenue and State Route 4, in the City of Pittsburg, California. Figures 1 and 2 show the project area and site plan, respectively. Noise sources in the project vicinity include commercial and industrial uses to the north, east, and south of the site, a school to the west, railroad tracks to the more distant north, and traffic on State Route 4 to the south. Vibration sources in the project vicinity include possible nearby heavy truck traffic, industrial sources, and railroad activity on the tracks to the north.

A noise and vibration study was previously prepared for a proposed single-family development at this project site by Illingworth & Rodkin in January of 2013. That study is included as an attachment to this report. The project has since been reconfigured into the currently proposed multi-family development. Because the data and analysis contained in the 2013 Illingworth & Rodkin report are believed to be both current and valid, this evaluation applies those data and analysis to this project. Because the site configuration has changed relative to the plan evaluated in 2013, Bollard Acoustical Consultants, Inc. (BAC) was retained by the project applicant to update the I&R study to reflect the current site plans.

The purposes of this analysis are to utilize the data collected in the previous I&R study to quantify future noise and vibration levels at the sensitive areas of the currently proposed multi-family residences, and to compare those levels against the applicable noise and vibration standards of the City of Pittsburg. Where noise or vibration levels are predicted to exceed those standards, this evaluation develops appropriate noise and/or vibration mitigation measures.

Noise & Vibration Fundamentals and Terminology

Noise

Noise is often described as unwanted sound. Sound is defined as any pressure variation in air that the human ear can detect. If the pressure variations occur frequently enough (at least 20 times per second), they can be heard, and thus are called sound. Measuring sound directly in terms of pressure would require a very large and awkward range of numbers. To avoid this, the decibel scale was devised. The decibel scale allows a million-fold increase in pressure to be expressed as 120 dB. Another useful aspect of the decibel scale is that changes in levels (dB) correspond closely to human perception of relative loudness. Appendix A contains definitions of Acoustical Terminology. Figure 3 shows common noise levels associated with various sources.

The perceived loudness of sounds is dependent upon many factors, including sound pressure level and frequency content. However, within the usual range of environmental noise levels, perception of loudness is relatively predictable, and can be approximated by weighing the frequency response of a sound level meter by means of the standardized A-weighting network. There is a strong correlation between A-weighted sound levels (expressed as dBA) and community response to noise. For this reason, the A-weighted sound level has become the standard tool of environmental noise assessment. All noise levels reported in this section are in terms of A-weighted levels in decibels.



Legend

 Approximate Project Area

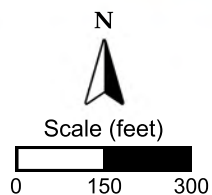
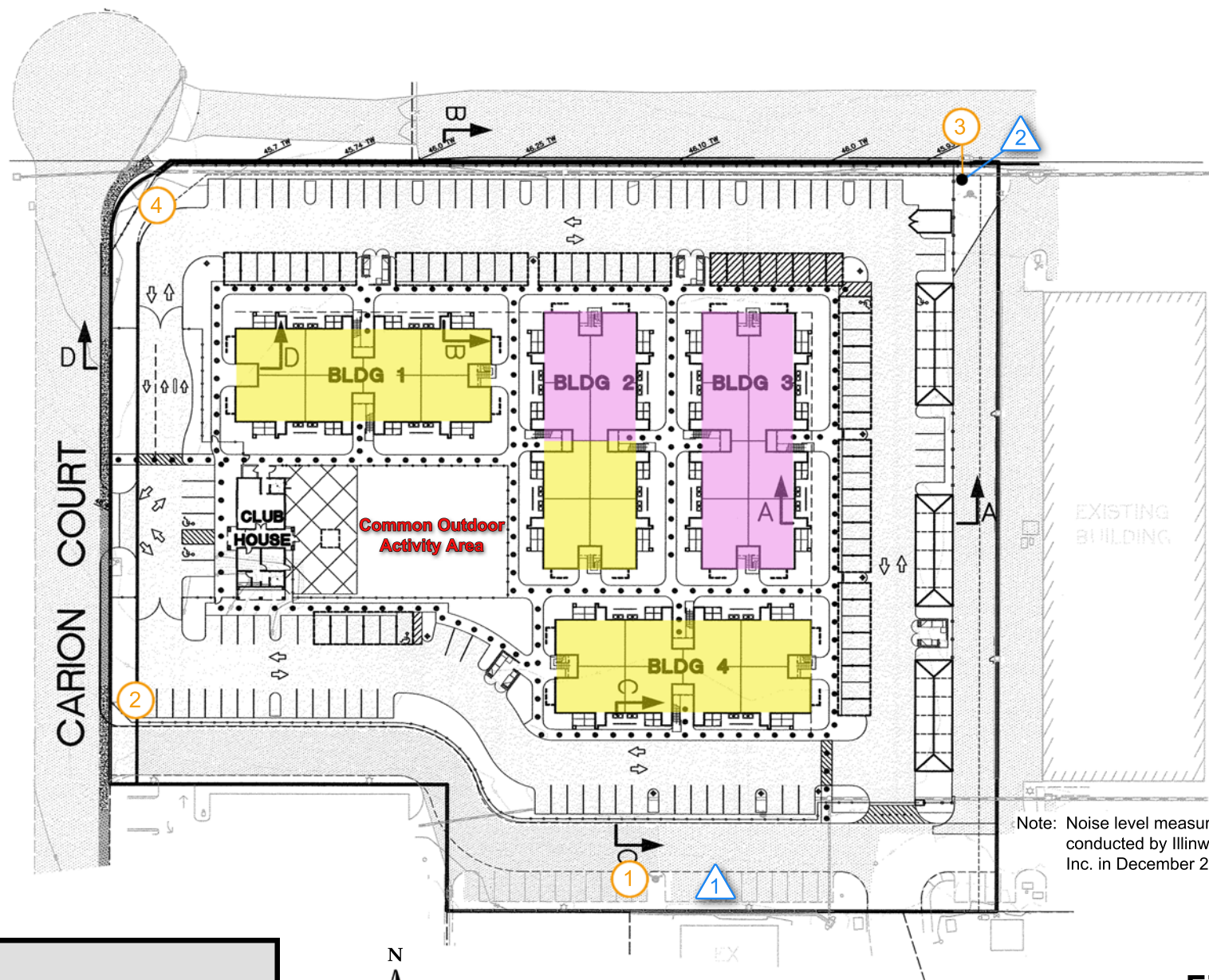


Figure 1
Project Area
Edgewater Apartments - Pittsburg, California



Note: Noise level measurements conducted by Illinworth & Rodkin, Inc. in December 2012

Legend

- Long-Term Noise Measurement Site
- Short-Term Noise Measurement Site
- Standard STC-27 Windows
- Recommended STC-32 Windows

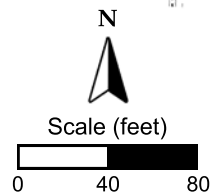
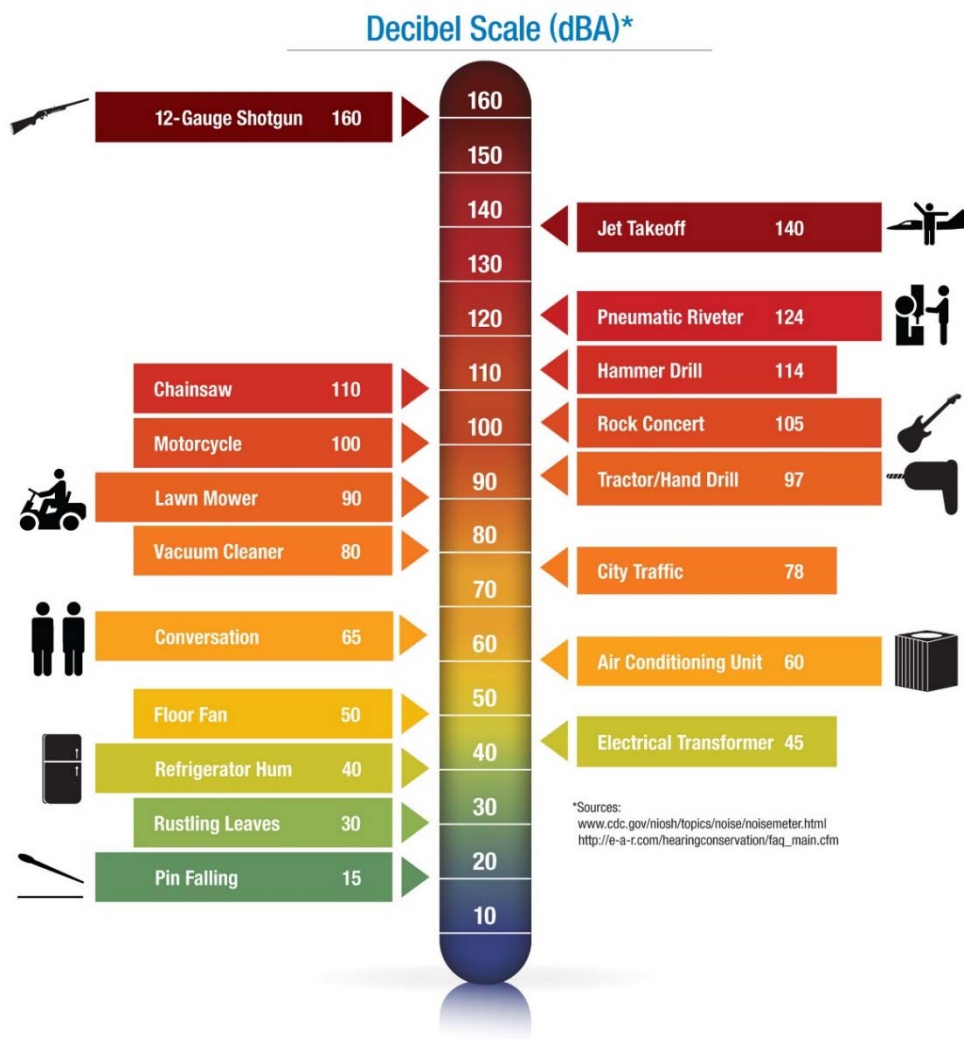


Figure 2
Project Site Plan & Noise Level Measurement Locations
Edgewater Apartments - Pittsburg, California

Community noise is commonly described in terms of the “ambient” noise level, which is defined as the all-encompassing noise level associated with a given noise environment. A common statistical tool to measure the ambient noise level is the average, or equivalent, sound level (L_{eq}) over a given time period (usually one hour). The L_{eq} is the foundation of the Day-Night Average Level noise descriptor, L_{dn} , and shows very good correlation with community response to noise.

The Day-Night Average Level (L_{dn}) is based upon the average noise level over a 24-hour day, with a +10 decibel weighing applied to noise occurring during nighttime (10:00 p.m. to 7:00 a.m.) hours. The nighttime penalty is based upon the assumption that people react to nighttime noise exposures as though they were twice as loud as daytime exposures. Because L_{dn} represents a 24-hour average, it tends to disguise short-term variations in the noise environment. L_{dn} -based noise standards are commonly used to assess noise impacts associated with traffic, railroad and aircraft noise sources.

Figure 3
Noise Levels Associated with Common Noise Sources



Vibration

According to the Federal Transit Administration Noise and Vibration Impact Assessment Guidelines (FTA-VA-90-06), ground-borne vibration can be a serious concern for nearby neighbors of a transit system route or maintenance facility, causing buildings to shake and rumbling sounds to be heard. In contrast to airborne noise, ground-borne vibration is not a common environmental problem. It is unusual for vibration from sources such as buses and trucks to be perceptible, even in locations close to major roads.

Train wheels rolling on rails create vibration energy that is transmitted through the track support system into the ground, creating vibration waves that propagate through the various soil and rock strata to the foundations of nearby buildings. The vibration propagates from the foundation throughout the remainder of the building structure. The maximum vibration amplitudes of the floors and walls of a building often will be at the resonance frequencies of various components of the building.

Vibration can be described in terms of acceleration, velocity, or displacement. A common practice is to monitor vibration measures in terms of peak particle velocities (inches/second) or RMS velocity in terms of VdB.

Criteria for Acceptable Noise and Vibration Exposure

City of Pittsburg General Plan

The Noise Element of the City of Pittsburg General Plan establishes land use compatibility for community noise environments. For multi-family residential land uses, the exterior use areas are considered normally acceptable up to 65 dB L_{dn}/CNEL, conditionally acceptable where noise levels range from 60 to 70 dB L_{dn}/CNEL, normally unacceptable where noise levels range from 70 to 75 dB L_{dn}/CNEL, and clearly unacceptable where noise levels exceed 75 dB L_{dn}/CNEL. The intent of these criteria are to provide an acceptable noise environment for outdoor activities. For multi-family residential land uses, these criteria are typically applied at the common outdoor activity area of the community. Additionally, an interior noise level limit of 45 dB L_{dn}/CNEL is applied to all new residential construction. The intent of this standard is to provide a suitable environment for indoor communication and sleep.

Federal Transit Administration (FTA)

Although there are no local vibration standards, the vibration impact assessment criteria established by the U.S. Department of Transportation's Federal Transit Authority (FTA) provide defensible standards for the evaluation of vibration impacts. The FTA vibration impact criteria are based on maximum overall levels for a single event. These vibration impact criteria are shown in Table 1.

Table 1 Groundborne Vibration Impact Criteria			
Land Use Category	Groundborne Vibration Impact Levels (VdB re 1 μinch/sec, RMS)		
	Frequent Events¹	Occasional Events²	Infrequent Events³
Category 1: Buildings where vibration would interfere with interior operations.	65 ⁴	65 ⁴	65 ⁴
Category 2: Residences and buildings where people normally sleep.	72	75	80
Category 3: Institutional land uses with primarily daytime use.	75	78	83
Notes: ¹ "Frequent Events" is defined as more than 70 vibration events of the same source per day. Most rapid transit projects fall into this category. ² "Occasional Events" is defined as between 30 and 70 vibration events of the same source per day. Most commuter trunk lines have this many operations. ³ "Infrequent Events" is defined as fewer than 30 vibration events of the same kind per day. This category includes most commuter rail branch lines. ⁴ This criterion limit is based on levels that are acceptable for most moderately sensitive equipment such as optical microscopes. Vibration sensitive manufacturing or research will require detailed evaluation to define the acceptable vibration levels. Ensuring lower vibration levels in a building often requires special design of HVAC systems and stiffened floors. Source: Federal Transit Administration (FTA), Transit Noise and Vibration Impact Assessment (May 2006), Table 8-1			

Existing Ambient Noise Environment

According to the I&R report, the existing ambient noise environment at the project site is defined by vehicular traffic on State Route 4, industrial operations to the north and east, intermittent play field activities at Martin Luther King Jr. Junior High School to the west, and car wash operations to the immediate south. The I&R report quantified the various noise sources by conducting both short-term and long-term noise level measurements from various positions along the perimeter of the project site. The I&R noise level measurement locations have been reproduced on Figure 2. The results of the I&R noise survey are reproduced in Table 2. It should be noted that at locations where only short-term noise level monitoring was conducted, the CNEL was estimated by referencing the monitoring conducted at the long-term sites.

Table 2 Noise Level Monitoring Results (December 2012)¹ Edgewater Apartments – Pittsburg, California			
Measurement Location	Location Description	Date Data Collected	CNEL, dB²
ST-1	South end of project site, near the car wash	12/6/12	66
ST-2	Southwest corner of project site	12/6/12	67
ST-3	Northeast corner of project site	12/6/12	72
ST-4	Northwest corner of project site	12/6/12	66
LT-1	Northeast corner of project site	12/6/12 - 12/11/12	72
LT-2	South end of project site, near the car wash	12/6/12 - 12/11/12	66
Notes: ¹ Noise level measurement data obtained from the Sunnyside Estates Environment Noise Assessment conducted by Illingworth & Rodkin, Inc. on January 9, 2013. ² CNEL at short-term noise monitoring locations were estimated by Illingworth & Rodkin, Inc.			

As discussed in the I&R report, measured noise levels in the northeast corner of the project site were attributable to industrial operations including heating, ventilating, and air conditioning equipment and truck circulation. Industrial operations influenced measured noise levels at the remaining locations, but to a lesser extent. Vehicular traffic on the Carion Court, California Avenue, and the more distant State Route 4 were the primary contributing noise sources at the remaining sites.

Future Noise Environment

Exterior Noise

The I&R report indicated that the noise generation of the existing industrial and commercial operations to the north and east would be expected to primarily define the future noise environment at the project site. The noise generation from these sources were assumed to remain constant in the future. The future traffic noise environment at the project site could be expected to see a 1 dB increase. This assumption was based on a previous State Route 4 traffic noise study also conducted by I&R (Toscano at San Maro, Pittsburg, CA – May 15, 2012). BAC reviewed the existing and future noise level data at the various locations referenced in the I&R report and projected the provided noise levels to the proposed multi-family building facades and at the common outdoor activity area. The results of that analysis are summarized in Table 3.

Table 3
Predicted Future Exterior Noise Levels¹
Edgewater Apartments – Pittsburg, California

Location	CNEL, dB	Contributing Noise Sources
Building 1 (1 st Floor)	65	State Route 4, Local Traffic
Building 2 (1 st Floor)	67	Industrial
Building 3 (1 st Floor)	69	Industrial
Building 4 (1 st Floor)	65	State Route 4, Commercial, Local Traffic
Common Outdoor Activity Area	<65	State Route 4, Commercial, Local Traffic
Notes:		
¹ Future noise level predictions are based on noise level measurement data obtained from the Sunnyside Estates Environment Noise Assessment conducted by Illingworth & Rodkin, Inc. on January 9, 2013.		

As indicated above in Table 3, exterior noise levels at the proposed first-floor building facades are predicted to range from 65 to 69 dB CNEL. These data were utilized to assess compliance with the City's 45 dB CNEL noise level standards within the proposed apartment buildings. That interior analysis follows in the next section of the report.

As shown on Figure 2, the common outdoor activity area will be shielded from industrial operations by intervening buildings. Additionally, it will maintain a separation from the nearest local roadway, Carion Court, of approximately 200 feet. Taking into consideration the intervening building and the distance from the nearest traffic noise source, future exterior noise levels at the common outdoor activity area are predicted to be less than 65 dB CNEL. This predicted noise exposure level at the common outdoor activity area would satisfy the City of Pittsburg normally acceptable noise level threshold of 65 dB CNEL. As a result, no further consideration of exterior noise mitigation measures would be warranted for this project.

Interior Noise

According to Table 3, the predicted future CNEL at the first-floor facades of the multi-family buildings would range from 65 to 69 dB CNEL. Given a future first-floor exterior noise level of 65-69 dB CNEL, building façade noise reductions of 20-24 dB would be required to achieve an interior noise level of 45 dB within first-floor rooms. Due to reduced ground absorption at elevated facades, noise levels at upper-floor facades are expected to be approximately 3 dB higher (68-72 dB CNEL) than first-floor locations. Given a future exterior noise levels of 68-72 dB L_{dn} at elevated facades, building façade noise reductions of 23-27 dB would be required to achieve an interior noise level of 45 dB CNEL within upper-floor rooms.

Standard residential construction (stucco siding, STC-27 windows, door weather-stripping, exterior wall insulation, composition plywood roof), results in an exterior-to-interior noise level reduction of at least 25 dB with windows closed and approximately 15 dB with windows open. Therefore, provided future noise levels do not exceed 70 dB CNEL at exterior building façades, standard construction would be adequate to ensure compliance with the City's 45 dB CNEL

interior noise level standard. A summary of the predicted exterior noise levels and recommended window STC ratings required to achieve satisfaction with the City's 45 dB CNEL standard is provided below in Table 4. The recommended window upgrade locations are illustrated on Figure 2.

Table 4 Minimum Recommended Windows for Project Buildings Edgewater Apartments – Pittsburg, California			
Location	Exterior CNEL, dB¹	Required NLR²	Minimum Recommended Window STC Rating³
Building 1 – 1 st Floor	65	20	STC-27
Building 1 – Upper Floors	68	23	STC-27
Building 2 – 1 st Floor	67	22	STC-27
Building 2 – Upper Floors	70	25	STC-32
Building 3 – 1 st Floor	69	24	STC-32
Building 3 – Upper Floors	72	27	STC-32
Building 4 – 1 st Floor	65	20	STC-27
Building 4 – Upper Floors	68	23	STC-27
Notes: ¹ Future noise level predictions are based on noise level measurement data obtained from the Sunnyside Estates Environment Noise Assessment conducted by Illingworth & Rodkin, Inc. on January 9, 2013. ² A conservative +3 dB offset was applied at upper-floor building facades to account for reduced ground absorption at elevated areas. ³ Required exterior-to-interior noise level reduction to satisfy interior 45 dB CNEL noise level standard.			

As shown above in Table 4, a varying degree of exterior-to-interior noise level reduction would be required of the project buildings. At Buildings 1 and 4, standard STC-27 windows would provide the necessary exterior-to-interior noise level reduction to satisfy the City's 45 dB CNEL interior noise level standard. In order to satisfy the city's standard with a margin of safety at buildings 2 and 3, BAC recommends that the windows be upgraded to STC-32. In addition, mechanical ventilation (air conditioning) should be provided for all residences within this development to allow the occupants to close doors and windows as desired for additional acoustical isolation. No further consideration of interior noise mitigation would be warranted for the project.

Future Vibration Environment

The I&R report concluded that there were no perceptible sources of vibration (above 65 VdB) affecting the project site. Specifically, the analysis indicated that no vibration-generating industrial equipment was identified, slow-moving trucks would generate imperceptible vibration levels, and railroad operations would not generate perceptible vibration levels due to the significant setback (over 900 feet) from the railroad tracks. In addition, all vibration-sensitive buildings proposed by the new site plan will be located farther from nearby vibration sources than those proposed in the previous site plan evaluated by I&R. As a result, adverse vibration impacts are not identified for this project and no further consideration of vibration mitigation would be warranted.

Conclusions

Future exterior noise levels at the common outdoor activity area of the proposed Edgewater Apartments Development are expected to be satisfactory relative to the City of Pittsburg conditionally acceptable exterior noise level guideline of 65 dB CNEL. However, future interior noise levels within the proposed multi-family buildings may exceed the City of Pittsburg interior noise level standard of 45 dB CNEL. As a result, the following mitigation measures are recommended:

1. Windows of certain apartment buildings should be upgraded to higher Sound Transmission Class ratings. Table 4 provides the minimum STC ratings for project windows and the locations where upgraded window STC ratings would be required are shown on Figure 2.
2. Mechanical ventilation should be provided for all residences to allow occupants to close doors and windows as desired for acoustical isolation.

These conclusions are based on the noise data collected at the project site by Illingworth & Rodkin, Inc., on the assumptions cited herein, and on the project site plans shown on Figure 2. Deviations from these data or plans could cause future noise levels to differ from those predicted in this analysis. Bollard Acoustical Consultants, Inc. is not responsible for such deviations or for degradation in acoustic performance of the residential construction due to poor construction practices, failure to comply with applicable building code requirements, or for failure to adhere to the minimum building practices cited in this report.

This concludes our environmental noise assessment for the proposed Edgewater Apartments in Pittsburg, California. Please contact BAC at (916) 663-0500 or paulb@bacnoise.com with comments or questions regarding this evaluation.

Appendix A

Acoustical Terminology

Acoustics	The science of sound.
Ambient Noise	The distinctive acoustical characteristics of a given space consisting of all noise sources audible at that location. In many cases, the term ambient is used to describe an existing or pre-project condition such as the setting in an environmental noise study.
Attenuation	The reduction of an acoustic signal.
A-Weighting	A frequency-response adjustment of a sound level meter that conditions the output signal to approximate human response.
Decibel or dB	Fundamental unit of sound, A Bell is defined as the logarithm of the ratio of the sound pressure squared over the reference pressure squared. A Decibel is one-tenth of a Bell.
CNEL	Community Noise Equivalent Level. Defined as the 24-hour average noise level with noise occurring during evening hours (7 - 10 p.m.) weighted by a factor of three and nighttime hours weighted by a factor of 10 prior to averaging.
Frequency	The measure of the rapidity of alterations of a periodic signal, expressed in cycles per second or hertz.
L_{dn}	Day/Night Average Sound Level. Similar to CNEL but with no evening weighting.
L_{eq}	Equivalent or energy-averaged sound level.
L_{max}	The highest root-mean-square (RMS) sound level measured over a given period of time.
Loudness	A subjective term for the sensation of the magnitude of sound.
Masking	The amount (or the process) by which the threshold of audibility is for one sound is raised by the presence of another (masking) sound.
Noise	Unwanted sound.
Peak Noise	The level corresponding to the highest (not RMS) sound pressure measured over a given period of time. This term is often confused with the Maximum level, which is the highest RMS level.
RT₆₀	The time it takes reverberant sound to decay by 60 dB once the source has been removed.
Sabin	The unit of sound absorption. One square foot of material absorbing 100% of incident sound has an absorption of 1 sabin.
SEL	A rating, in decibels, of a discrete event, such as an aircraft flyover or train passby, that compresses the total sound energy of the event into a 1-s time period.
Threshold of Hearing	The lowest sound that can be perceived by the human auditory system, generally considered to be 0 dB for persons with perfect hearing.
Threshold of Pain	Approximately 120 dB above the threshold of hearing.



ILLINGWORTH & RODKIN, INC.
Acoustics • Air Quality

505 Petaluma Boulevard South
Petaluma, California 94952

Tel: 707-766-7700
www.illingworthrodkin.com

Fax: 707-766-7790
illro@illingworthrodkin.com

January 9, 2013

Jackie Seeno
Special Projects
A.D. Seeno Construction Company & Discovery Builders, Inc.
4061 Port Chicago Hwy - Suite H
Concord, CA 94520

VIA E-MAIL: JSeeno@seenohomes.com

SUBJECT: **Sunnyside Estates, Pittsburg, CA**
 Subdivision 9288 (APN 073-190-033)
 Environmental Noise Assessment

Dear Jackie:

This letter presents the results of the environmental noise assessment completed for the Sunnyside Estates single family residential project. The project site is a 4.4-acre infill parcel at the intersection of Carion Court and California Avenue. Noise and vibration issues are discussed. The site is located within about 500 feet of State Route 4 (SR-4). The proposed project is for 33 single-family homes. This study evaluates the compatibility of the proposed residential uses with the noise environment at the project site. Included in the report are the fundamentals of environmental noise, a summary of the applicable regulatory criteria established by the City of Pittsburg, and a description of existing noise levels at the project site. The report then summarizes future noise levels expected at the project site and describes measures necessary to reduce noise levels to acceptable levels.

Fundamentals of Environmental Noise

Noise may be defined as unwanted sound. Noise is usually objectionable because it is disturbing or annoying. The objectionable quality of a sound could be caused by its *pitch* or its loudness. *Pitch* is the height or depth of a tone or sound, depending on the relative rapidity (frequency) of the vibrations by which it is produced. Higher pitched signals sound louder to humans than sounds with a lower pitch. *Loudness* is intensity of sound waves combined with the reception characteristics of the ear. Intensity may be compared with the height of an ocean wave in that it is a measure of the amplitude of the sound wave.

In addition to the concepts of pitch and loudness, there are several noise measurement scales used to describe noise in a particular location. A *decibel (dB)* is a unit of measurement that indicates the relative amplitude of a sound. The zero on the decibel scale is based on the lowest sound level that the healthy, unimpaired human ear can detect. Sound levels in decibels are calculated on a logarithmic basis. An increase of 10 decibels represents a ten-fold increase in acoustic energy, while 20 decibels is 100 times more intense, 30 decibels is 1,000 times more intense, etc. There is a relationship between the subjective noisiness or loudness of a sound and its intensity. Each 10 decibel increase in sound level is perceived as approximately a doubling of loudness over a fairly wide range of intensities. Technical terms are defined in Table 1.

There are several methods of characterizing sound. The most common in California is the *A-weighted sound level or dBA*. This scale gives greater weight to the frequencies of sound to which the human ear is most sensitive. Representative outdoor and indoor noise levels in units of dBA are shown in Table 2. Because sound levels can vary markedly over a short period of time, a method for describing either the average character of the sound or the statistical behavior of the variations must be utilized. Most commonly, environmental sounds are described in terms of an average level that has the same acoustical energy as the summation of all the time-varying events. This energy-equivalent sound/noise descriptor is called L_{eq} . The most common averaging period is hourly, but L_{eq} can describe any series of noise events of arbitrary duration.

The scientific instrument used to measure noise is the sound level meter. Sound level meters can accurately measure environmental noise levels to within about plus or minus 1 dBA. Various computer models are used to predict environmental noise levels from sources, such as roadways and airports. The accuracy of the predicted models depends upon the distance the receptor is from the noise source. Close to the noise source, the models are accurate to within about plus or minus 1 to 2 dBA.

Since the sensitivity to noise increases during the evening and at night -- because excessive noise interferes with the ability to sleep -- 24-hour descriptors have been developed that incorporate artificial noise penalties added to quiet-time noise events. The *Community Noise Equivalent Level, CNEL*, is a measure of the cumulative noise exposure in a community, with a 5 dB penalty added to evening (7:00 pm - 10:00 pm) and a 10 dB addition to nocturnal (10:00 pm - 7:00 am) noise levels. The *Day/Night Average Sound Level, L_{dn}* , is essentially the same as CNEL, with the exception that the evening time period is dropped and all occurrences during this three-hour period are grouped into the daytime period.

TABLE 1 Definitions of Acoustical Terms Used in this Report

Term	Definition
Decibel, dB	A unit describing, the amplitude of sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure. The reference pressure for air is 20.
Sound Pressure Level	Sound pressure is the sound force per unit area, usually expressed in micro Pascals (or 20 micro Newtons per square meter), where 1 Pascal is the pressure resulting from a force of 1 Newton exerted over an area of 1 square meter. The sound pressure level is expressed in decibels as 20 times the logarithm to the base 10 of the ratio between the pressures exerted by the sound to a reference sound pressure (e.g., 20 micro Pascals). Sound pressure level is the quantity that is directly measured by a sound level meter.
Frequency, Hz	The number of complete pressure fluctuations per second above and below atmospheric pressure. Normal human hearing is between 20 Hz and 20,000 Hz. Infrasonic sound are below 20 Hz and Ultrasonic sounds are above 20,000 Hz.
A-Weighted Sound Level, dBA	The sound pressure level in decibels as measured on a sound level meter using the A-weighting filter network. The A-weighting filter de-emphasizes the very low and very high frequency components of the sound in a manner similar to the frequency response of the human ear and correlates well with subjective reactions to noise.
Equivalent Noise Level, L_{eq}	The average A-weighted noise level during the measurement period.
L_{max} , L_{min}	The maximum and minimum A-weighted noise level during the measurement period.
L_{01} , L_{10} , L_{50} , L_{90}	The A-weighted noise levels that are exceeded 1%, 10%, 50%, and 90% of the time during the measurement period.
Day/Night Noise Level, L_{dn} or DNL	The average A-weighted noise level during a 24-hour day, obtained after addition of 10 decibels to levels measured in the night between 10:00 pm and 7:00 am.
Community Noise Equivalent Level, CNEL	The average A-weighted noise level during a 24-hour day, obtained after addition of 5 decibels in the evening from 7:00 pm to 10:00 pm and after addition of 10 decibels to sound levels measured in the night between 10:00 pm and 7:00 am.
Ambient Noise Level	The composite of noise from all sources near and far. The normal or existing level of environmental noise at a given location.
Intrusive	That noise which intrudes over and above the existing ambient noise at a given location. The relative intrusiveness of a sound depends upon its amplitude, duration, frequency, and time of occurrence and tonal or informational content as well as the prevailing ambient noise level.

Source: Handbook of Acoustical Measurements and Noise Control, Harris, 1998.

TABLE 2 Typical Noise Levels in the Environment

Common Outdoor Activities	Noise Level (dBA)	Common Indoor Activities
	110 dBA	Rock band
Jet fly-over at 1,000 feet		
	100 dBA	
Gas lawn mower at 3 feet		
	90 dBA	
Diesel truck at 50 feet at 50 mph		Food blender at 3 feet
	80 dBA	Garbage disposal at 3 feet
Noisy urban area, daytime		
Gas lawn mower, 100 feet	70 dBA	Vacuum cleaner at 10 feet
Commercial area		Normal speech at 3 feet
Heavy traffic at 300 feet	60 dBA	
		Large business office
Quiet urban daytime	50 dBA	Dishwasher in next room
Quiet urban nighttime	40 dBA	Theater, large conference room
Quiet suburban nighttime	30 dBA	
Quiet rural nighttime	20 dBA	Library
	10 dBA	Bedroom at night, concert hall
	0 dBA	Broadcast/recording studio

Source: Technical Noise Supplement (TeNS), Caltrans, November 2009.

Regulatory Background

City of Pittsburg General Plan Noise Element

Exterior and interior noise standards for residential land uses are established within the City of Pittsburg General Plan Noise Element. Policies contained in the Noise Element applicable to the proposed project include:

Guiding Policies

- 12-G-1 Protect public health and welfare by eliminating or minimizing the effects of existing noise problems, and by preventing increased noise levels in the future.

Implementing Policies

- 12-P-1 As part of development review, use Figure 12-3 (Noise and Land Use Compatibility Table – summarized below) to determine acceptable uses and installation requirements in noise impacted areas.

Exterior use areas associated with new single-family residences are considered normally acceptable up to a noise level of 60 dBA/CNEL, *conditionally acceptable* where noise levels range from 55 to 70 dBA DNL/CNEL, *normally unacceptable* where noise levels range from 70 to 75 dBA DNL/CNEL, and *clearly unacceptable* where noise levels exceed 75 dBA DNL/CNEL.

- 12-P-4 Require noise attenuation programs for new development exposed to noise above normally acceptable levels. Encourage noise attenuation programs that avoid visible sound walls.
- 12-P-5 Require that applicants for new noise-sensitive development, such as schools, residences, and hospitals, in areas subject to noise generators producing noise levels greater than 65 dB CNEL, obtain the services of a professional acoustical engineer to provide a technical analysis and design of mitigation measures.
- 12-P-6 Ensure that new noise-sensitive uses, including schools, hospitals, churches, and homes, in areas near roadways identified as impacting sensitive receptors by producing noise levels greater than 65 dB CNEL, incorporate mitigation measures to insure that interior noise levels do not exceed 45 dB CNEL.
- 12-P-8 Develop noise attenuation programs for mitigation of noise adjacent to existing residential areas, including such measures as wider setbacks, intense landscaping, double-pane windows, and building orientation muffling the noise source.

Existing Noise Environment

The project site is located on the east side of Carion Court north of California Avenue, behind existing commercial development including the Hampton Inn and Suites, a Jack in the Box restaurant, and a Chevron gas station with a drive-thru carwash. MLK Junior High School is located across Carion Court from the project site. To the north, the site is bounded by a uniform services company that includes trucking, and to the east, the site is bounded by a light industrial building which houses a flooring store and other office uses. An industrial facility is located on the next parcel to the east.

Illingworth & Rodkin, Inc. (I&R) visited the project site in December 2012 and completed a series of noise measurements to quantify existing ambient noise levels. The noise monitoring survey consisted of two long-term noise measurements, beginning Thursday, December 6, 2012 and ending Tuesday, December 11, 2012. Attended short-term noise measurements were also made. Noise monitoring locations are shown on Figure 1, with the long-term sites designated (LT) and the short-term sites designated (ST).

Site LT-1 was located on the south property line adjacent to the exit of the carwash tunnel. Noise sources affecting this site included industrial noise sources to the north and east, vehicular traffic on SR-4 and California Avenue, the intermittent noise of carwash equipment, and intermittent vehicular traffic noise and pedestrian traffic through the existing access easement. Hourly average noise levels range from about 56 dBA L_{eq} to 65 dBA L_{eq} during the daytime and from about 55 dBA L_{eq} to 60 dBA L_{eq} during the nighttime. The CNEL measured at Location LT-1, averaged over the four complete 24-hour measurement periods on Friday, Saturday, Sunday, and Monday, was 66 dBA CNEL. Long-term noise measurement results at Location LT-1 are summarized in Figures 2 through 7.

Measurement Location LT-2 was at the northeast corner of the project site. Noise sources affecting measurements at this location were primarily from the industrial uses to the north, including a cooling tower and other mechanical equipment located on the parcel to the north, and industrial processing equipment located to the east of the parcel adjoining the east side of the project site. Truck traffic circulating on the adjacent parcel to the north also contributed. Noise levels measured at Location LT-2 were steady due to the influence of the industrial noise sources. The sound level was typically about 65 dBA L_{eq} on Thursday and Friday until noon, when the noise level dropped to about 62 dBA L_{eq} . This continued throughout the rest of the day and night. On Saturday, the noise level increased again to 64-65 dBA L_{eq} and this continued until the end of the measurement on Tuesday morning. Intermittent vehicular traffic in the adjacent parking lots was the likely source of the maximum noise levels that typically ranged from 70-75 dBA L_{max} . There were short excursions to much higher noise levels on Friday morning. The source of this was again likely a localized noise source adjacent to the microphone, such as an automobile or truck in the adjacent parking lot. The measured 24-hour average CNEL at Location LT-2 was 72 dBA CNEL resulting from the steady noise throughout the day and night. Long-term noise measurement results at Location LT-2 are summarized in Figures 8 through 13.

A series of short-term noise measurements were also made in order to quantify the variation in noise levels throughout the site. A summary of the attended short term noise measurements is presented in Table 3.

TABLE 3 Summary of Short-Term Noise Measurement Data

Noise Measurement Location	L _{max}	L ₍₁₎	L ₍₁₀₎	L ₍₅₀₎	L ₍₉₀₎	L _{eq}	CNEL
ST-1: Measurement of carwash blower/dryer ~35 feet from exit of carwash tunnel, (12/6/2012, 11:59 a.m. -12:01 p.m.)	76	--	--	--	--	75	66
ST-2: Southwest corner of Site along Carion Court – noise from SR-4 (12/6/2012, 12:05 p.m.-12:15 p.m.)	77	73	62	57	56	60	67
ST-3: Northeast corner of Site near industrial noise sources (12/6/2012, 12:17 p.m. - 12:27 p.m.)	69	68	66	64	63	63	72
ST-4: Northwest corner of Site near truck access to adjacent property. (12/6/2012, 12:45 p.m.-12:55 p.m.)	75	75	62	58	57	59	66

Note: CNEL approximated by correlating to corresponding period at long-term site.

Measurement Location ST-1 was selected to measure the noise level from the carwash located adjacent to the property line. The only significant noise source associated with the carwash was determined to be the blower/dryer. This is typical of a tunnel carwash. The measured noise level 35 feet from the exit end of the carwash was 76 dBA L_{max} during the operation of the blower/dryer. The average noise level over the approximate 90-second duration of the blower/dryer operation was 75 dBA L_{eq}. From a visit to the Chevron station, it was determined that the carwash operates 24 hours per day. Only one car was observed to use the carwash during the period of attended measurements that began at about 11:40 a.m. and ended at about 1:00 p.m. Data was not available on the frequency of operation of the carwash, but the noise from carwash operations was included in the overall noise measurements made at Location LT-1. The Jack in the Box drive-thru also operates 24-hours per day. It is located about 140 feet from the south property line and about 200 feet from the nearest proposed residential property. The drive-thru was not audible during the survey. The typical level of a drive-thru speaker is about 75 dBA measured at a distance of 3 feet. At the project site the maximum noise level would be about 40 dBA, substantially below ambient levels measured throughout the day and night, an insignificant source of noise. Measurement Location ST-2 was at the southwest corner of the site along Carion Court, on proposed Lot 20 as shown on the Sunnyside Estates Vesting Tentative Map and Preliminary Drainage Plan (Figure 1). This site is across Carion Court from the junior high school and has an unobstructed view to the southwest of vehicular traffic on SR-4. Truck and automobile traffic on Carion Court also contributes. Location ST-3 was in the northeast corner of the project site nearest to the industrial noise sources. At this location, the noise level was steady and resulted primarily from equipment at the industrial site further east and from the heating, ventilating, and air conditioning equipment and truck circulation on the site to the north. Location ST-4 was in the northwest corner of the project site near a truck access to the adjacent property to the north. The industrial noise to the east generated a steady level of 57-58 dBA. A

truck passing on Carion Court generated a maximum noise level of 75 dBA. A distant train horn was audible but did not make a measurable contribution to the overall noise level. Children at the junior high school were also audible, but similarly, did not make a significant contribution to the overall measured noise level.

Future Exterior Noise Environment Conclusions

The future noise environment at the project site would continue to result primarily from industrial noise sources affecting the northern and eastern property boundaries with vehicular traffic on SR-4 and California Avenue also contributing to the noise environment along the western and southern portions of the site. Noise levels resulting from industrial and manufacturing sources are assumed to remain the same in the future. Vehicular traffic noise levels along SR-4 were analyzed previously by I&R¹. Increased traffic along SR-4 is calculated to increase the CNEL by 1 dBA in the future condition. Noise levels along the western and southern portions of the site are affected by vehicular traffic noise from SR-4 and would experience about a 1 dBA increase. The future noise exposure of parcels proposed on the project site, as identified on the Vesting and Tentative Map, are summarized in Table 4. The noise exposure at Lots 8 and 9 is more significant than a similar level of noise resulting from vehicular traffic because the CNEL results from a continuous noise level of 65 dBA that occurs throughout the day and night.

TABLE 4 Future Noise Exposure Levels

Lot No.	CNEL/CNEL Mitigated	Significant Noise Sources
1	66/61	Industrial and SR-4
2,3	67/62	Industrial
4,5	68/63	Industrial
6,7	70/62	Industrial
8,9	72/64	Industrial
10	70/62	Industrial
11,12	68/63	Industrial, Commercial, SR-4
13,14	66/61	Industrial, Commercial, SR-4
15-19	66/61	SR-4, Commercial, Local Traffic
20-22	67/62	SR-4, Local Traffic
23	66/61	SR-4, Local Traffic
24-33	<65	Industrial, Commercial, SR-4

¹ Toscana at San Maro, Pittsburg, CA – Environmental Noise Assessment, prepared for Discovery Builders, Inc., by Illingworth & Rodkin, Inc., May 15, 2012.

The project proposes a 6-foot high good neighbor fence along the west and north lot property lines and a 6-foot masonry wall along the east and south lot property lines on Lots 1-22 and the Tot Lot (Parcel B) located around the perimeter of the site plan. A good neighbor fence does not provide noise mitigation because the noise comes through the gaps between boards. A solid wood or masonry barrier is necessary to provide noise mitigation. The noise exposure levels along Carion Court and along the north property line are projected to exceed the 65 dBA CNEL threshold established by the City of Pittsburgh. The 6-foot high good neighbor fence should, therefore, be constructed airtight and have a minimum surface weight of 3 lbs./ft.². This can be accomplished with a solid board-and-batten wood fence construction that covers the cracks and gaps. An example was sent under separate cover. The fence should also be sealed at the base by backfilling dirt or drain rock against the base of the barrier. In addition, the noise barrier fence should return away from Carion Court along the south property line of Lot 20, and at the lots adjoining the interior intersecting street to a point that would align with the limit of the backyard of the property to minimize sound flanking (See Figure 1). Normally, a 6-foot noise barrier would be sufficient to provide at least 5 dBA of noise attenuation. However, elevated mechanical equipment noise sources affect the Lots around the northeast corner of the site. The noise barrier height needs to be increased to a height of 8 feet as measured above the adjacent pad elevations at Lots 6, 7, 8, 9, and 10 to effectively mitigate the noise.

Future Interior Noise Environment Conclusions

Regarding interior noise levels, all of the units at the project site should be provided with heating and air conditioning so that windows may be kept closed at the discretion of the occupants to control intrusive noise throughout the day and night and all seasons of the year. The walls and windows at second stories would not be shielded by the sound walls. The design of the second stories of the buildings on Lots 8 and 9 should be reviewed during the building design phase and designed so as to provide at least 33 dBA of noise reduction when going from outside to inside to minimize sleep disturbance indoors. The balance of the second stories of buildings on lots along the north, east, and south, and west property boundaries should be designed to provide an exterior to interior noise reduction of 30-31 dBA to minimize sleep disturbance (See Figure 14). The specified exterior to interior noise reductions would normally be achieved with standard wall constructions, and windows and doors with Sound Transmission Class (STC) ratings in the 30 – 35 STC range. These treatments would result in interior average noise levels below the 45 dBA CNEL interior noise standard with a significant margin of safety and are necessary because of the unusual character of the noise in the area. These recommendations apply to exterior facades that have a view towards the adjacent property boundary that would normally include the rear and two side elevations. The front elevations facing the interior of the project site, and buildings constructed on Lots 24 through 33 would not require special building sound insulation treatments.

With the implementation of the sound rated building elements and noise barriers proposed, the project would meet the 65 dBA CNEL threshold identified in General Plan Policy 12-P-5 and previously applied by the City on another recent project (Toscana at San Marco) and the 45 dBA CNEL interior noise level threshold. The implementation of the sound rated building elements and noise barriers would also minimize the effects of industrial and commercial noise sources in the area.

Vibration Analysis

The project site is adjacent to a company that uses heavy trucks and near other industrial uses. An active rail corridor is located to the north. Trucks are a potential source of ground vibration. The amplitude of the vibration received is a function of the travel speed and distance between the truck and the residential structure. In this case the trucks were observed to circulate on the adjacent properties and along Carion Court at speeds ranging from about 5 to 20 miles per hour, with the nearest distance to a future residence more than 25 feet. At these speeds and distance, trucks would generate imperceptible ground vibration levels² (below 65 VdB). There are no pieces of industrial equipment associated with the uses in the area that would be expected to generate perceptible groundborne vibration outside their properties. The railroad tracks are located more than 900 feet to the north of the project site. Ground vibration levels from railroad trains are imperceptible at residences located more than 900 feet from the tracks.

This concludes our environmental noise assessment for the Sunnyside Estates Residential Project. If you have any questions or comments regarding this analysis, please do not hesitate to call.

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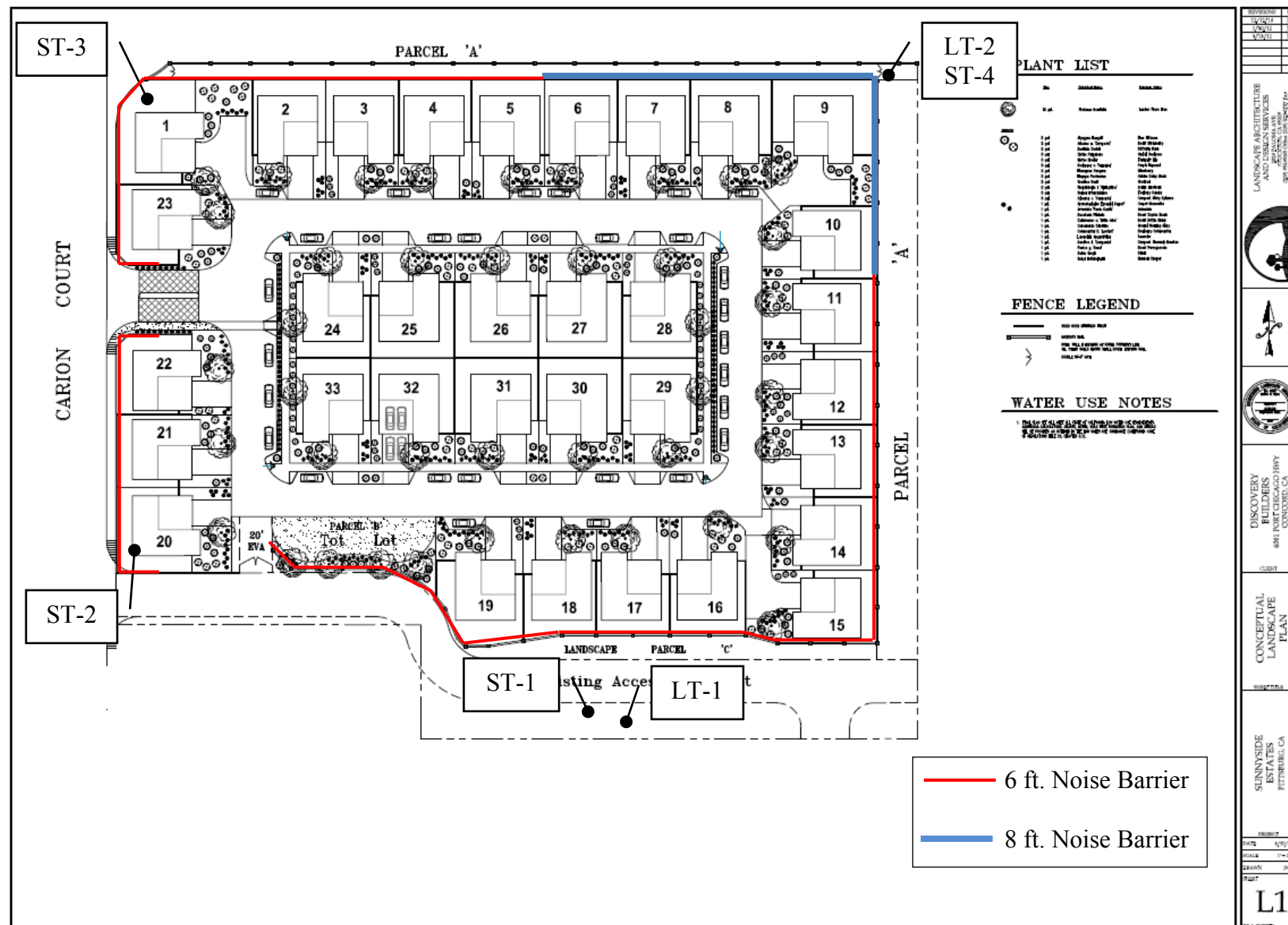
Sincerely yours,



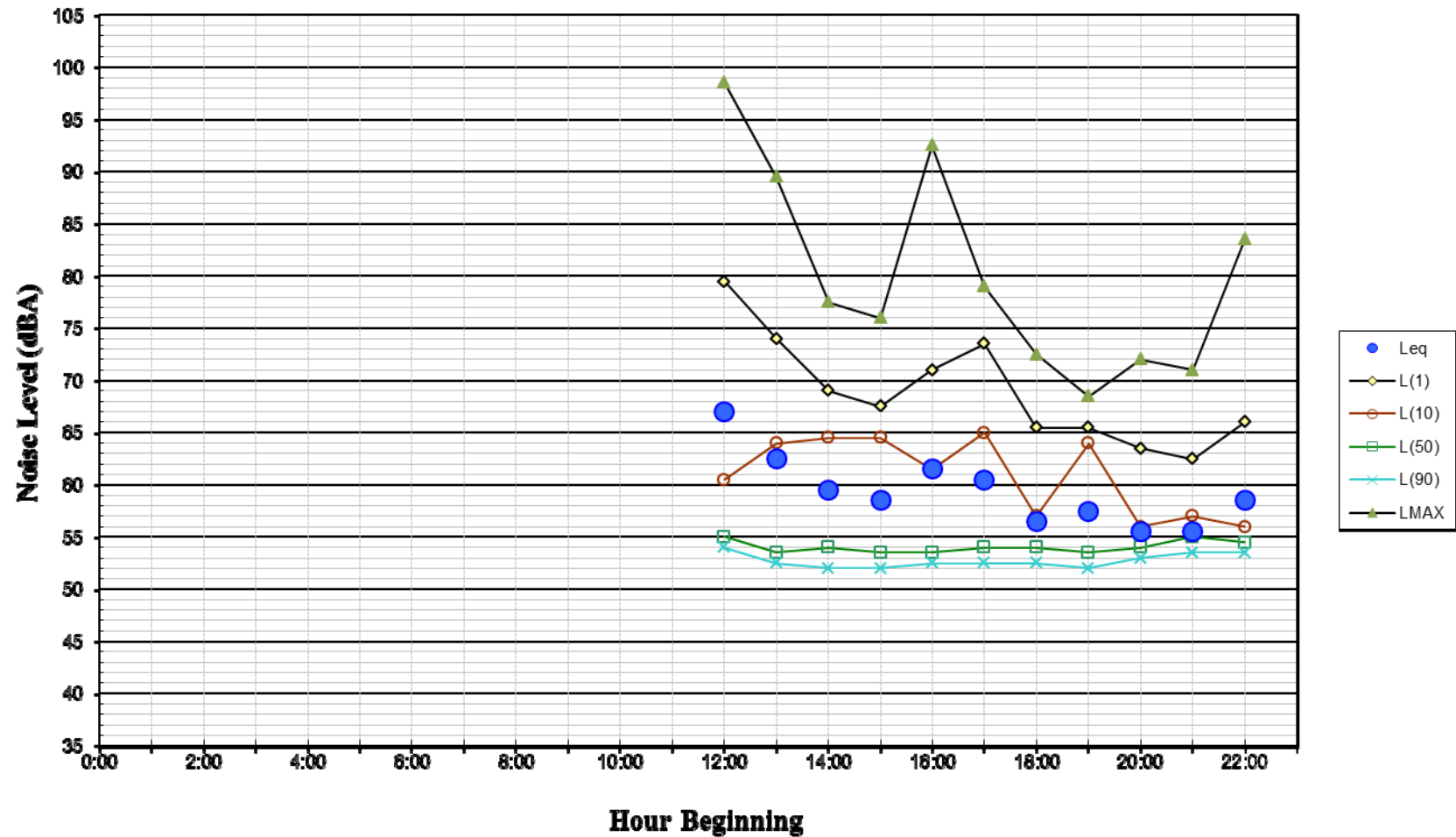
Richard B. Rodkin, PE
Senior Consultant
ILLINGWORTH & RODKIN, INC.
RBR:gfl

² US Department of Transportation, Federal Transit Administration. 2006. Transit Noise and Vibration Impact Assessment, FTA-VA-90-1003-06. May.

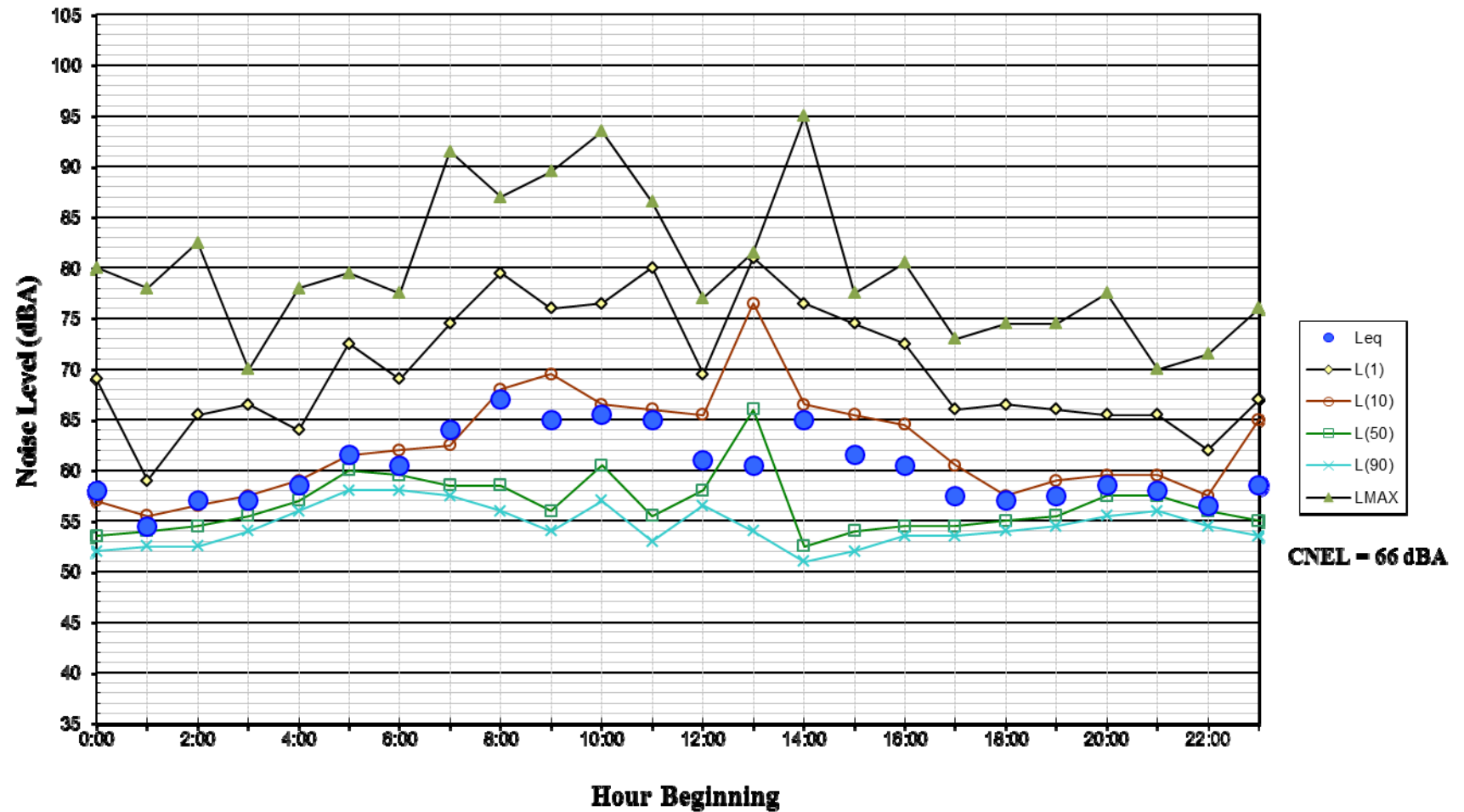
Figure 1 **Noise Monitoring Locations and Recommended Noise Barriers**



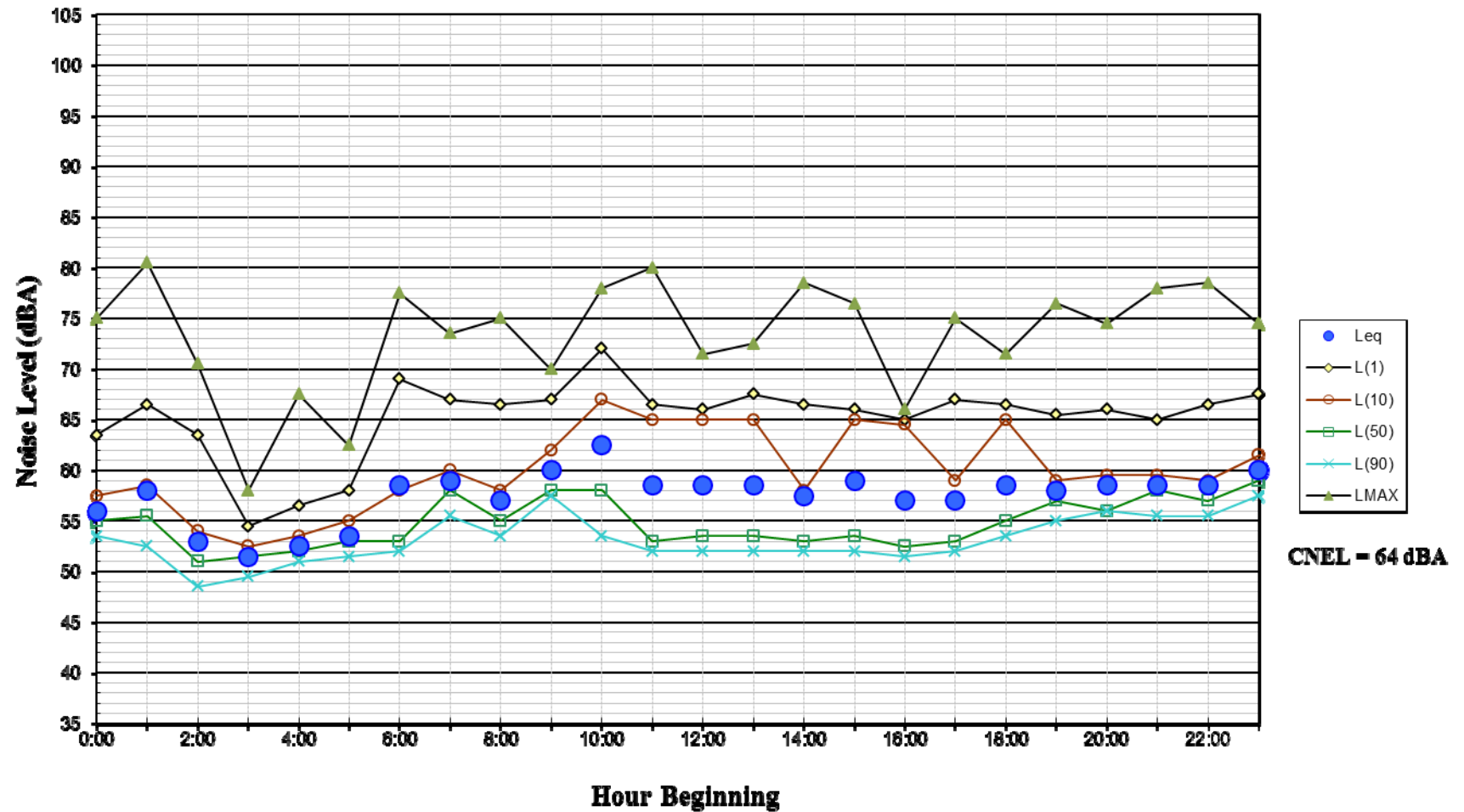
**Figure 2: Noise Levels Measured At Location LT-1
South Property Line of Sunnyside Estates Project Site Adjoining Exit of Carwash
December 6, 2012**



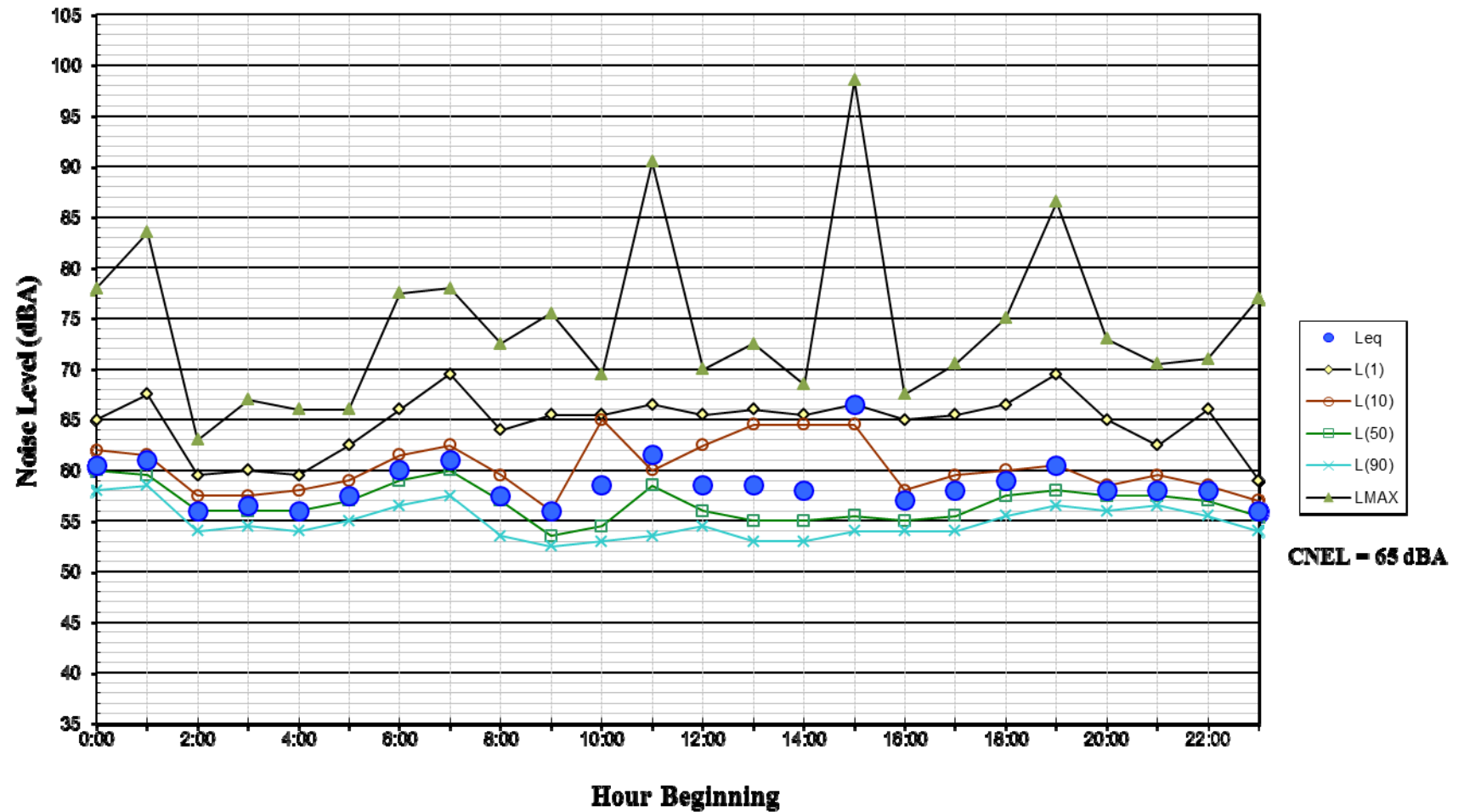
**Figure 3: Noise Levels Measured At Location LT-1
South Property Line of Sunnyside Estates Project Site Adjoining Exit of Carwash
December 7, 2012**



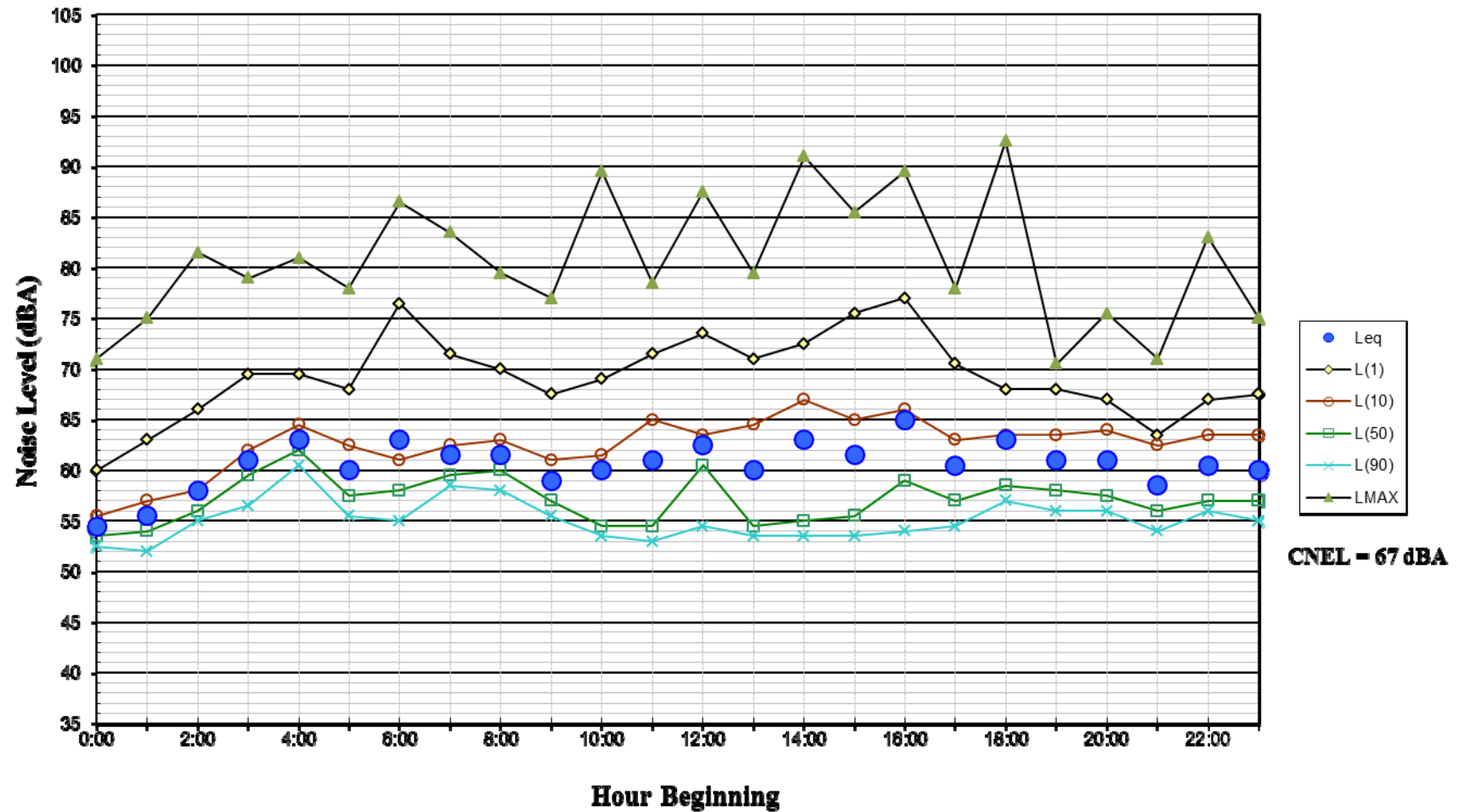
**Figure 4: Noise Levels Measured At Location LT-1
South Property Line of Sunnyside Estates Project Site Adjoining Exit of Carwash
December 8, 2012**



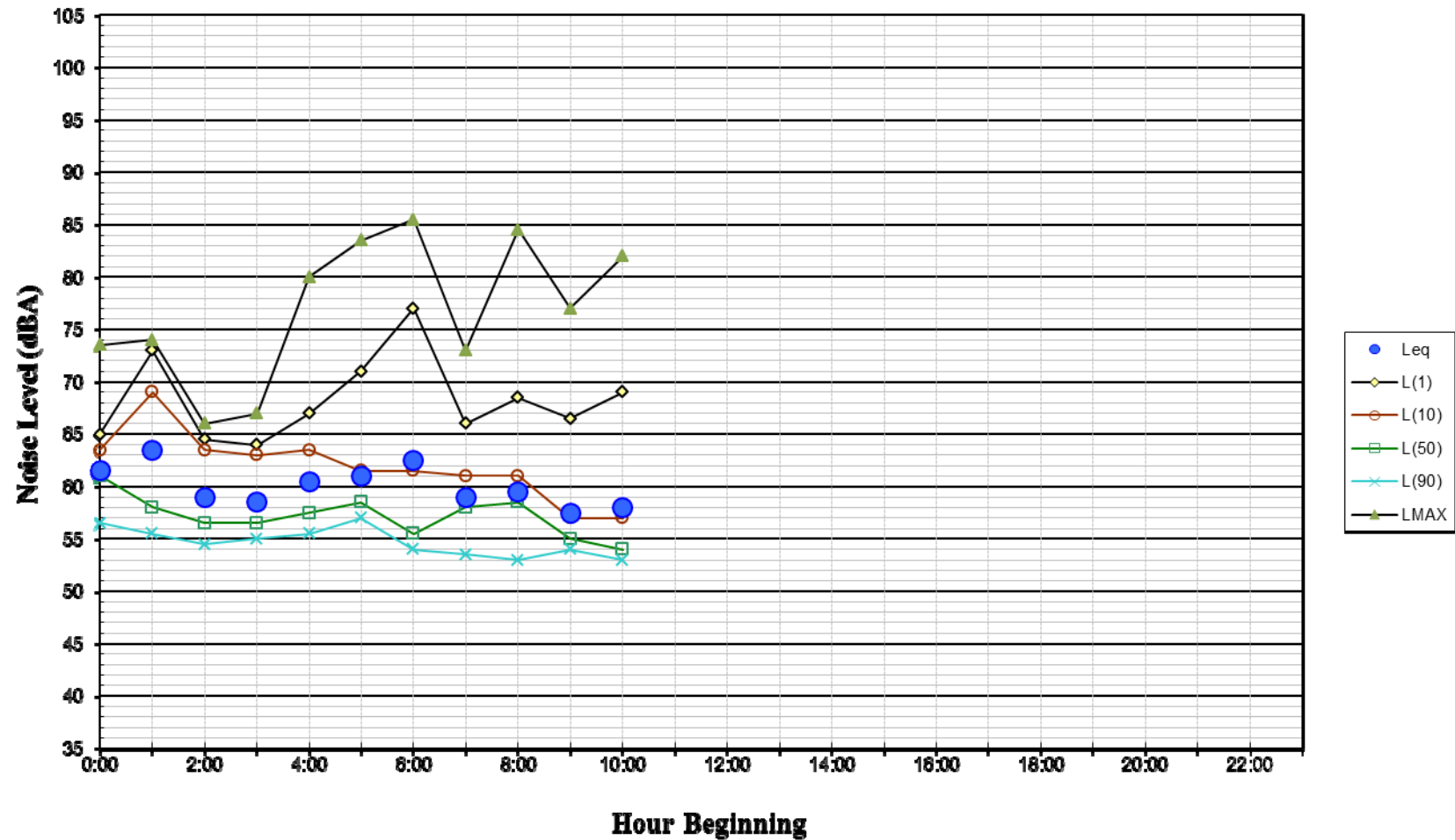
**Figure 5: Noise Levels Measured At Location LT-1
South Property Line of Sunnyside Estates Project Site Adjoining Exit of Carwash
December 9, 2012**



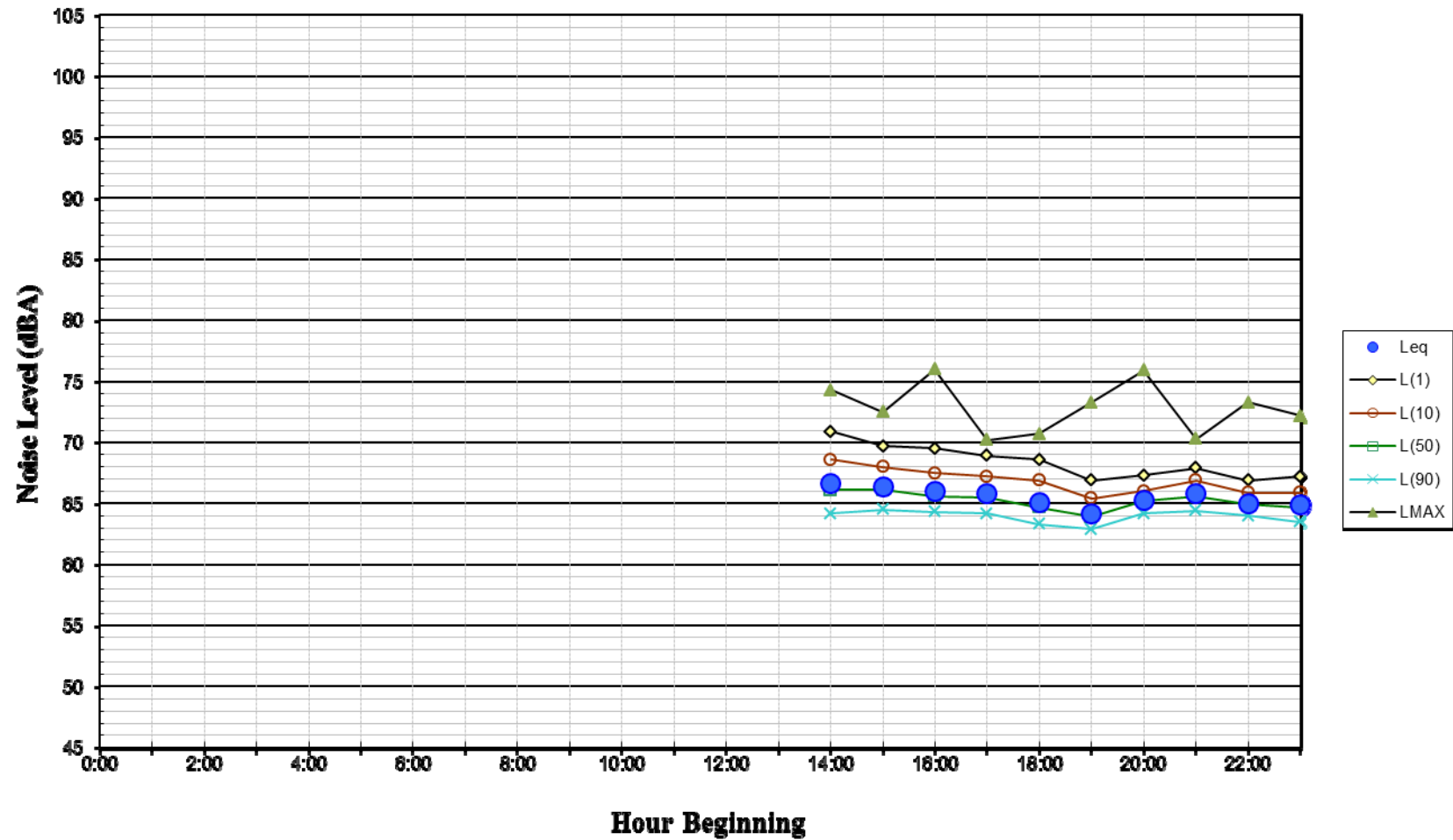
**Figure 6: Noise Levels Measured At Location LT-1
South Property Line of Sunnyside Estates Project Site Adjoining Exit of Carwash
December 10, 2012**



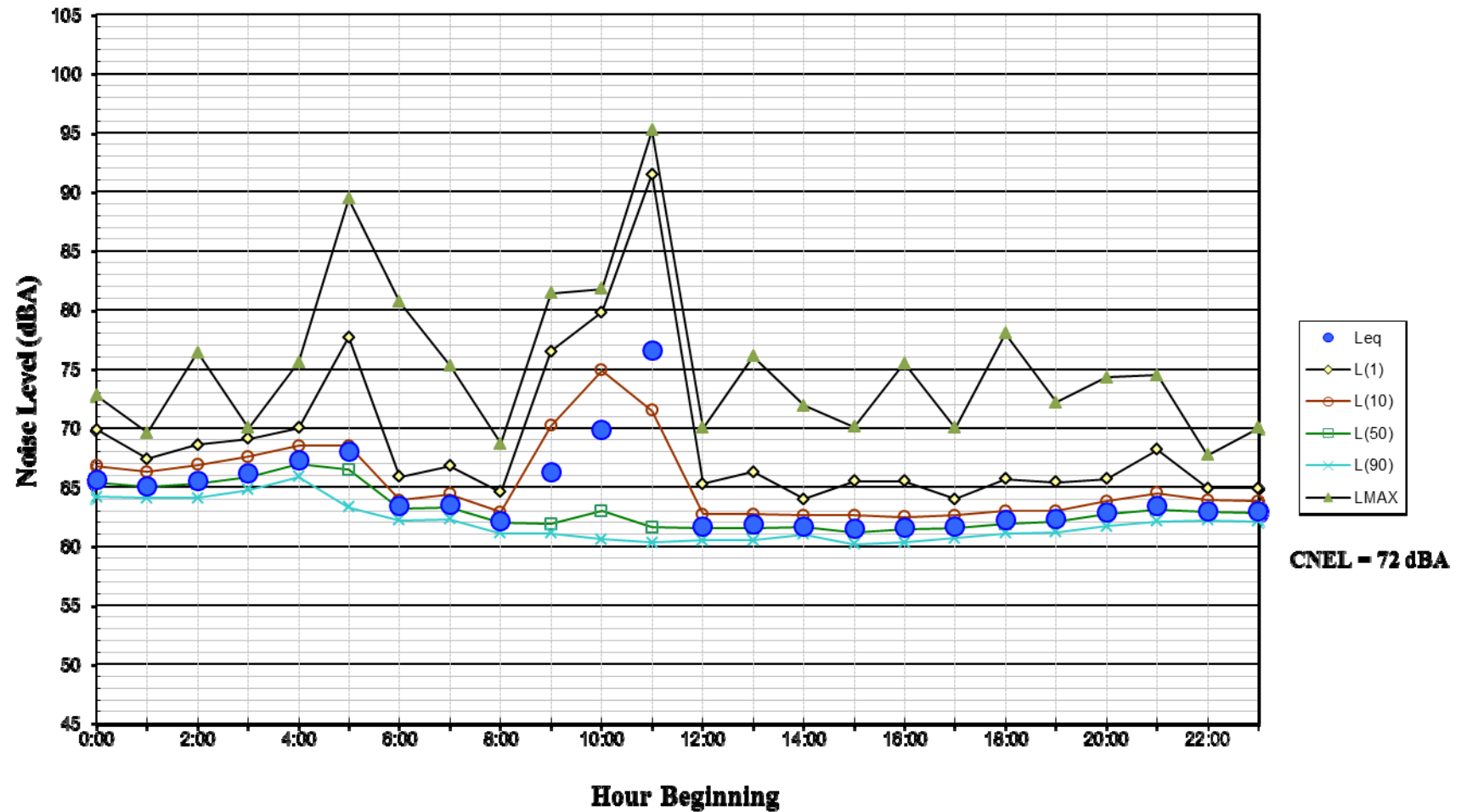
**Figure 7: Noise Levels Measured At Location LT-1
South Property Line of Sunnyside Estates Project Site Adjoining Exit of Carwash
December 11, 2012**



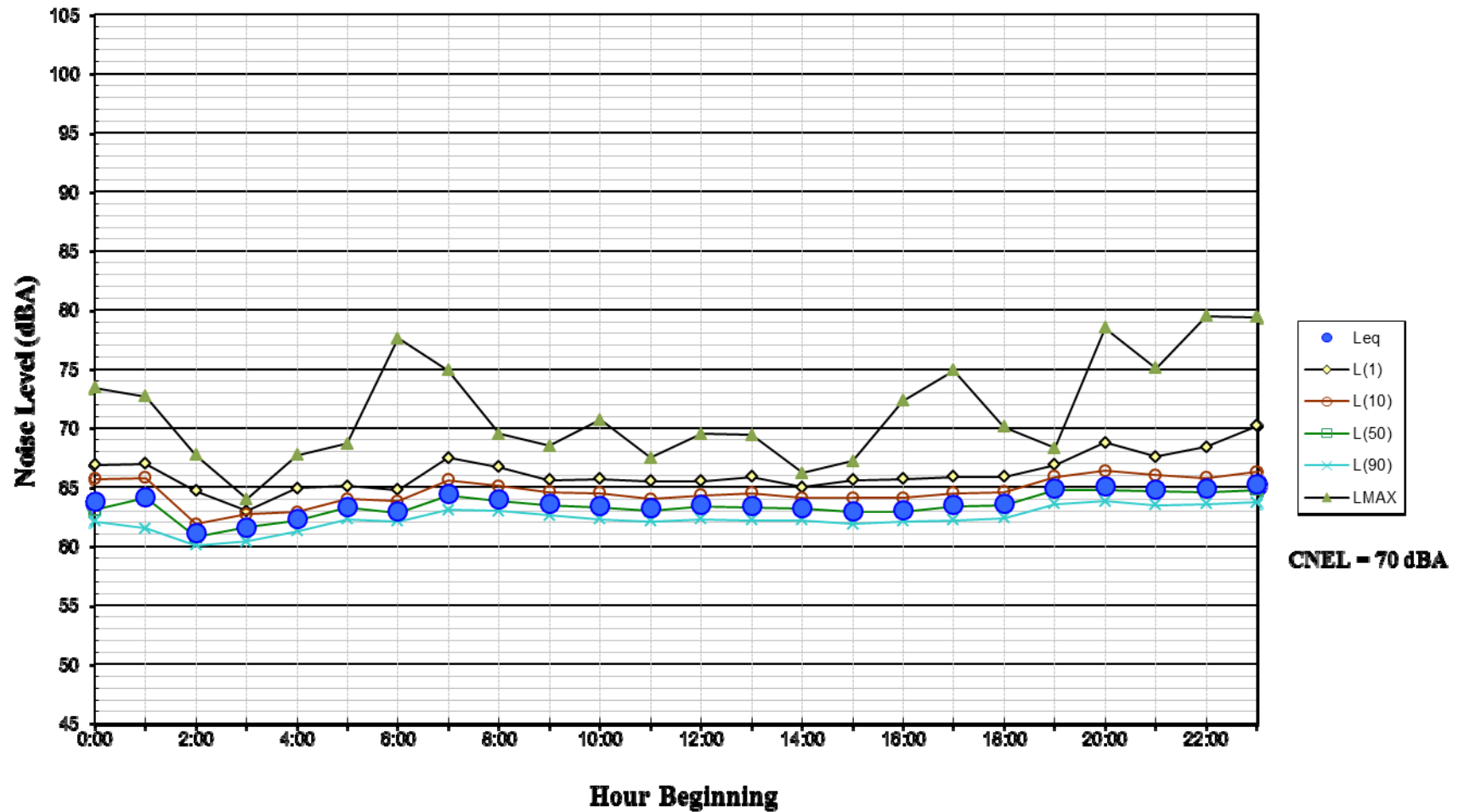
**Figure 8: Noise Levels Measured At Location LT-2
Northeast Corner of Sunnyside Estates Project Site
December 6, 2012**



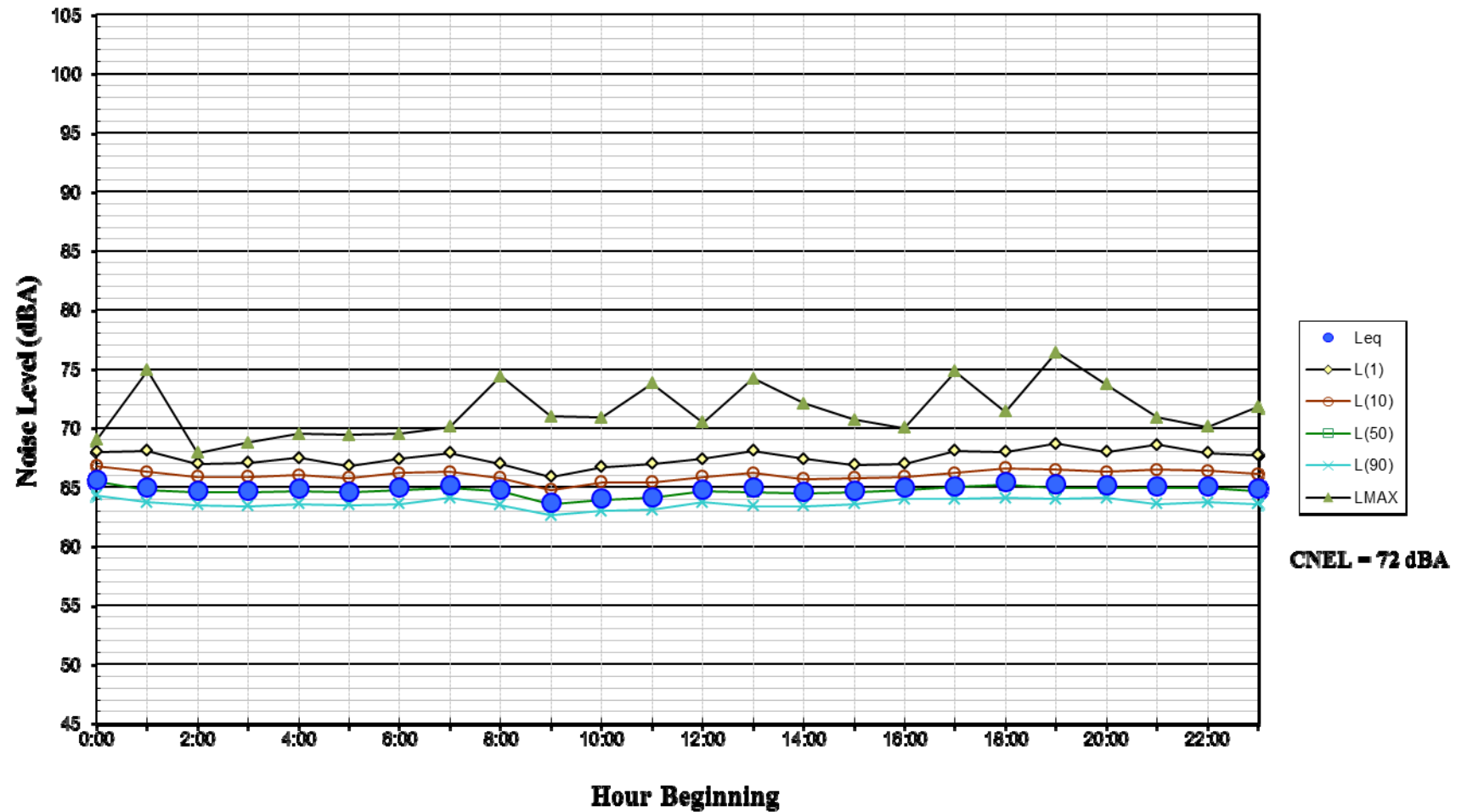
**Figure 9: Noise Levels Measured At Location LT-2
Northeast Corner of Sunnyside Estates Project Site
December 7, 2012**



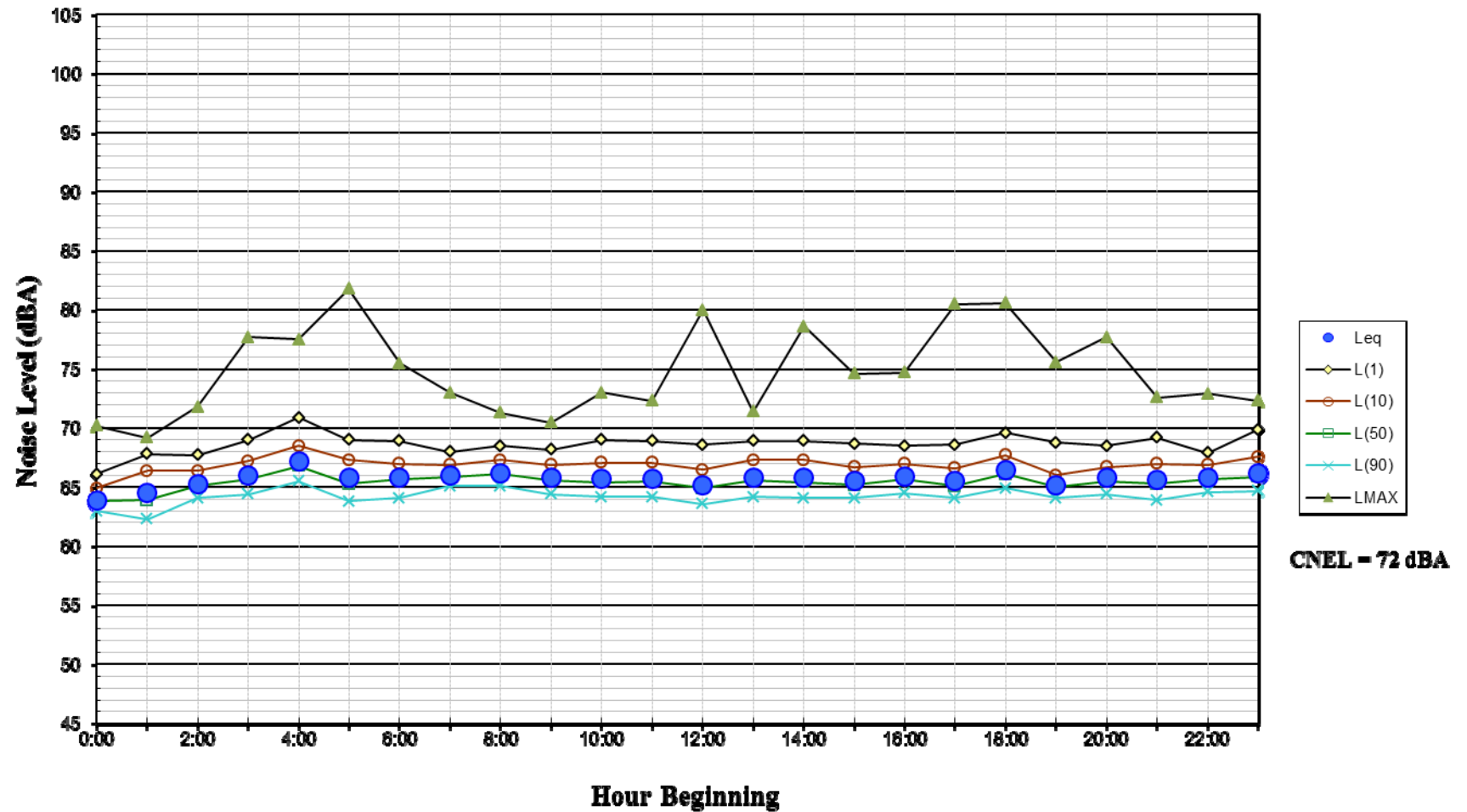
**Figure 10: Noise Levels Measured At Location LT-2
Northeast Corner of Sunnyside Estates Project Site
December 8, 2012**



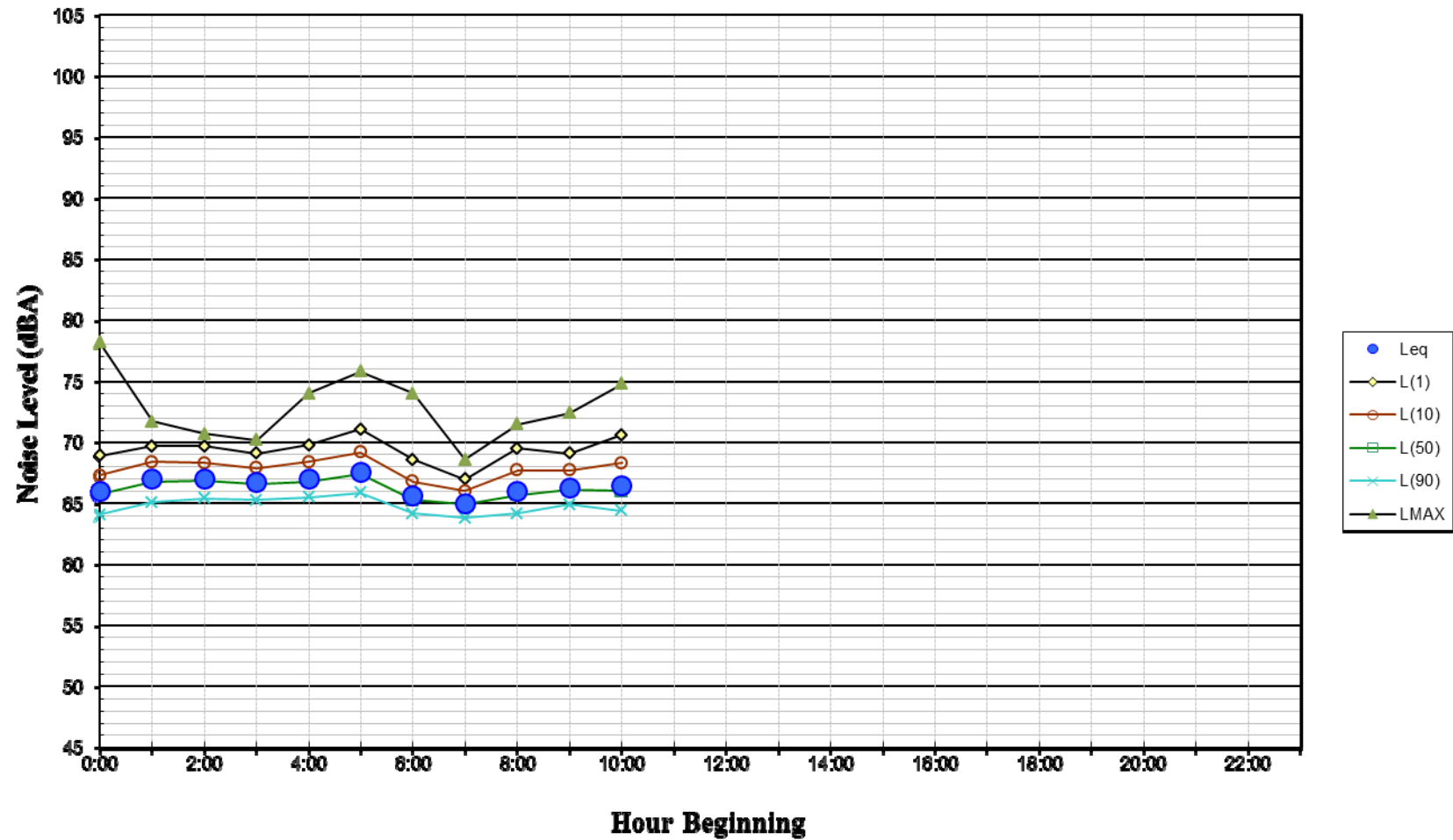
**Figure 11: Noise Levels Measured At Location LT-2
Northeast Corner of Sunnyside Estates Project Site
December 9, 2012**

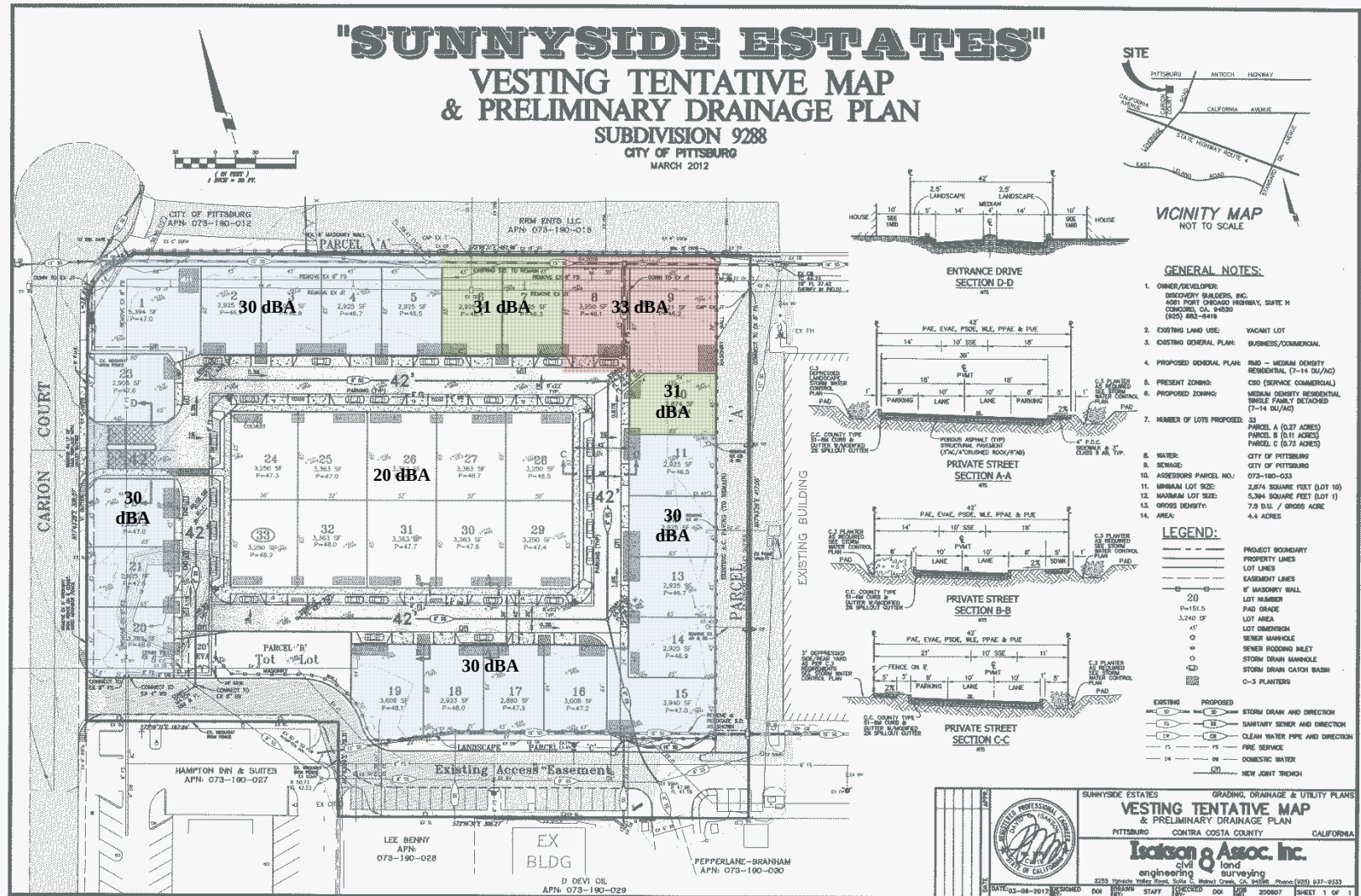


**Figure 12: Noise Levels Measured At Location LT-2
Northeast Corner of Sunnyside Estates Project Site
December 10, 2012**



**Figure 13: Noise Levels Measured At Location LT-2
Northeast Corner of Sunnyside Estates Project Site
December 11, 2012**







City of Pittsburg

Community Development Department – Planning Division

65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

NOTICE OF PUBLIC HEARING

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

DATE: March 5, 2018
TIME: 7:00 p.m.
PLACE: City Council Chamber at City Hall
65 Civic Avenue, Pittsburg, California

Concerning the following matter:

Introduction and Waive First Reading of an Ordinance Approving a Development Agreement for Edgewater Apartments, AP-17-1228 (DA)

This is a public hearing on a request for approval of a Development Agreement for the Edgewater Apartments project, located along the east side of Carion Court, across from Martin Luther King Jr. Junior High School (Assessor's Parcel Number: 073-190-033). For information purposes, this application also includes consideration of: 1) design review approval of plans to construct a 62-unit, two-story apartment complex on a vacant, 4.42-acre parcel; 2) a fence height exception to establish a six-foot tall fence within the required front yard; and 3) approval of an approximately five and one-half-foot-tall freestanding monument sign at the entrance of the project; however, a subsequent public hearing will be held for these items. On January 23, 2018, the Planning Commission considered the proposal in its entirety and approved Resolution No. 10085, recommending approval of the project as presented.

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

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 required to be notified under the Pittsburg Municipal Code.

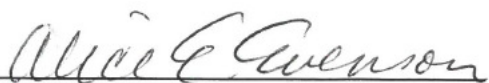
Where can I get more information about this project?

The complete file for this project is available for public inspection at the Planning Division, weekdays during the hours of 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM. You can also find out more about the project by contacting the project planner listed above.

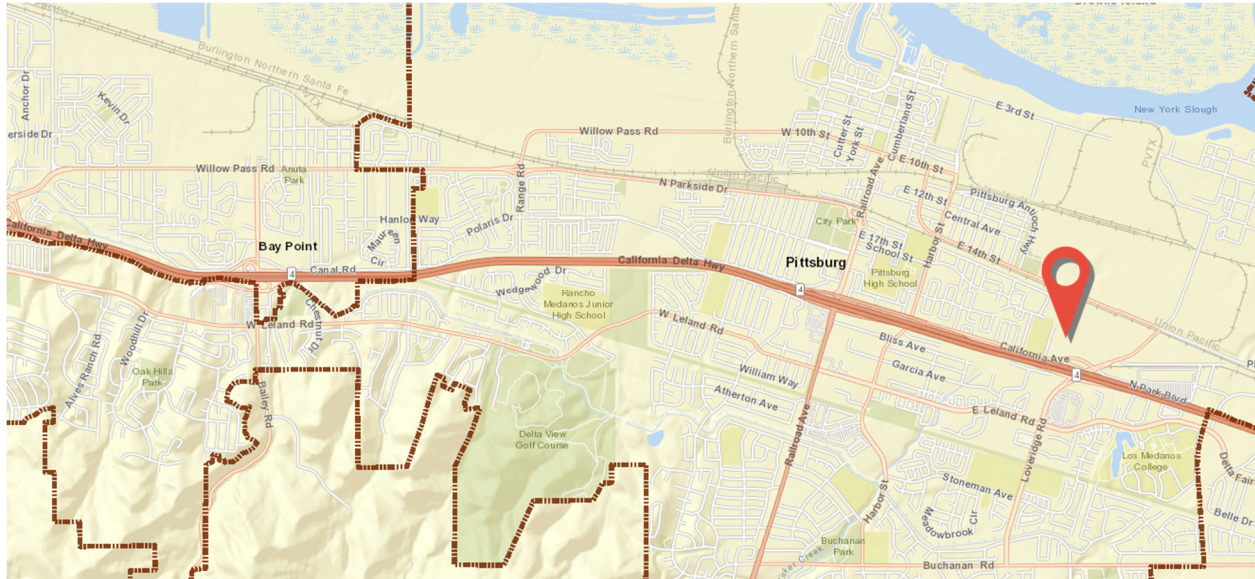
What can I do if I have comments on the project?

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 the project planner listed above, or may be mailed or delivered to: Pittsburg Planning Division, 65 Civic Avenue, Pittsburg, CA 94565. You may also register your comments or objections by attending the public hearing on the date and time listed above.

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


ALICE E. EVENSON
CITY CLERK

Project Title: Edgewater Apartments, AP-17-1228 (DA)
Location: East side of Carion Court, across from Martin Luther King Jr. Junior High School
 APN: 073-190-033





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

DATE: 2/22/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Introduction and Waive First Reading of an Ordinance Amending Title 5 of the Pittsburg Municipal Code Related to the Cannabis Regulations

MEETING DATE: 3/5/2018

EXECUTIVE SUMMARY

This is a public hearing on a request by Richard Fischler of BioZone Laboratories, Inc., to approve a text amendment to Pittsburg Municipal Code (PMC) Title 5, Chapter 5.70, in order to allow for use of cannabis within medical and nonmedical product manufacturing.

FISCAL IMPACT

Approval of the proposed amendments to the PMC and adoption of an operating agreement with BioZone could potentially result in general fund revenues in excess of \$100,000 a year. Additionally, the proposed amendments would allow for issuance of up to nine commercial cannabis permits, each of which would require an operating agreement that could potentially provide further revenues.

RECOMMENDATION

City Council move to introduce, waive further reading, and pass to second reading the attached ordinance amending PMC Title 5, Chapter 5.70 regarding the activities surrounding medical and non-medical cannabis.

BACKGROUND

On October 3, 2016, the City Council adopted amendments to Titles 5 and 18 of the PMC to further regulate and ban cannabis activities. The changes regulated the delivery of cannabis for medical purposes and banned the utilization, delivery, and other cannabis activities including testing, manufacturing, and cultivation.

On November 8, 2016, the voters of the City of Pittsburg approved Measure J, allowing for implementation of a Marijuana Business Tax on all commercial marijuana businesses that

may operate within the City, should future land use regulations and applicable provisions of the PMC be amended to allow for such businesses and/or if local control over such businesses is removed by the courts, the Legislature, or statewide initiative in the future. Measure J passed with 13,693 (68.3%) “yes” votes and 6,364 (31.7%) “no” votes. As approved by the voters, the maximum marijuana business tax rate is 10% on all marijuana related transactions.

BioZone Laboratories, Inc. has operated in the City of Pittsburg since 1992. BioZone is a global developer, manufacturer, and marketer of over-the-counter drugs and preparations, cosmetics, and nutritional supplements intended to improve personal health. BioZone’s strong customer base is made up of large, well-known industry leaders, and the company has developed hundreds of products and sold millions of units throughout its history.

SUBCOMMITTEE FINDINGS

The proposal by BioZone was brought before the Land Use Subcommittee on September 19, 2017, and before the City Council and Planning Commission during a joint study session on December 18, 2017. During the study session, the City Council and Planning Commission were presented background information on BioZone’s operation, as well as cannabis and cannabis-related products. City Council members and Commissioners discussed concerns regarding security and cultivation of cannabis within the City limits, but noted the growing use of cannabis in medicine and health products, and directed staff and the applicant to proceed in exploring amendments to the PMC to allow for advanced manufacturing and testing of cannabis by businesses in Pittsburg, while maintaining the ban on dispensing to the end user within the City limits.

STAFF ANALYSIS

Project Description: The proposed changes to PMC Title 5 would allow cannabis businesses that are designated as Type 6 (Manufacturers), Type 7 (Manufacturers), Type 8 (Testing Laboratories), and Type 11 (Distributors). Cultivation, dispensaries and retail deliveries of cannabis in the City of Pittsburg would remain prohibited. Per the proposed amendments, commercial entities seeking to manufacture cannabis-related products would have to obtain a commercial cannabis permit, which would be subject to City Council approval, and would be mandated to include: 1) a Business Operating Agreement which would set forth the terms and conditions under which the commercial medical cannabis business would operate; 2) a Business Operating Plan; and 3) a Business Security Plan approved by the Chief of Police. The proposed changes would limit the total number of commercial cannabis permits in the City to nine.

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 would then become effective 30 days after the date of its adoption. Approval of the amendments proposed within the attached ordinance would be the first step in allowing the advanced manufacturing and testing of cannabis by businesses in Pittsburg. Should the City Council approve the amendments to PMC Title 5, staff would proceed with bringing forward related amendments to PMC Title 18 regarding cannabis-related manufacturing uses, which require Planning Commission review and recommendation before City Council consideration. Once the amendments to both Titles 5 and 18 of the PMC have been adopted, BioZone would be required to apply for a commercial cannabis permit, which would require a separate approval by the City Council.

Analysis: BioZone, a long-standing business that has operated for 26 years in the community and estimates that it could see a substantial growth in its consumer and medical products by utilizing cannabis extracts. The major focus for BioZone would be the delivery of cannabis pain management products, and the company is not proposing to cultivate or import any cannabis plant cuttings into the City. If successful, the company estimates a substantial increase in employment within three years of implementation, from approximately 80 to 160 employees.

ATTACHMENTS: 1. Proposed Ordinance
2. Exhibit A to Proposed Ordinance
3. Public Hearing Notice

Report Prepared By: Jordan Davis, Senior Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Ordinance Amending Title 5 of the Pittsburgh	)	ORDINANCE NO. 18-_____
Municipal Code Related to Cannabis	)	
<u>Regulations, AP-18-1308</u>	)	

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

SECTION 1. Recitals

- A. On January 11, 2018, Richard Fischler, on behalf of BioZone Laboratories, Inc., filed application no. 18-1308, requesting approval of a text amendment to Pittsburgh Municipal Code (PMC) Title 5, Chapter 5.70, in order to allow for use of cannabis within pain management and consumer product manufacturing.
- B. BioZone Laboratories, Inc. has operated in the City of Pittsburgh since 1992. BioZone is a global developer, manufacturer, and marketer of over-the-counter drugs and preparations, cosmetics, and nutritional supplements intended to improve personal health. BioZone has developed hundreds of products throughout its history and sold millions of units. The company's strong customer base is made up of large, well-known industry leaders.
- C. On October 3, 2016, the City Council amended Titles 5 and 18 of the PMC to further regulate and ban cannabis activities. The changes regulated the delivery of cannabis for medical purposes, and banned the utilization, delivery, and other cannabis activities including testing, manufacturing, and cultivation.
- D. On November 8, 2016, the voters of the City of Pittsburgh approved Measure J, allowing for implementation of a Marijuana Business Tax on all commercial marijuana businesses that may operate within the City, should future land use regulations and applicable provisions of the PMC be amended to allow for such businesses and/or if local control over such businesses is removed by the courts, the Legislature, or statewide initiative in the future. Measure J passed with 13,693 (68.3%) "yes" votes and 6,364 (31.7%) "no" votes. As approved by the voters, the maximum marijuana business tax rate is 10% on all marijuana related transactions.
- E. The proposal by BioZone was brought before the Land Use Subcommittee on September 19, 2017, and before the City Council and Planning Commission during a joint study session on December 18, 2017. During the study session, the City Council and Planning Commission were presented background information on BioZone's operation, as well as cannabis and cannabis-related products. City Council members and Commissioners discussed concerns regarding security and cultivation of cannabis within the City limits but noted the growing use of cannabis in medicine and health products and directed staff and the applicant to proceed in exploring amendments to the PMC to allow for advanced manufacturing and testing of cannabis by businesses in Pittsburgh, while maintaining the ban on dispensing to the end user within the City limits.

- F. On or prior to February 23, 2018, notice of the March 5, 2018, public hearing to consider this amendment was posted at City Hall; was delivered to the Pittsburg Library; was posted on the City's website; was published in the East County Times; and, was mailed via first class mail or email to service agencies who may be affected by the proposed amendment, and interested parties and individuals and organizations that requested such notice.
- G. On March 5, the City Council held a public hearing on the proposed PMC amendments, at which time oral and/or written testimony was considered.

SECTION 2. Findings

- A. Based on the City Council Staff Report entitled, "Adoption of an Ordinance Relating to Title 5 Cannabis Regulations" and based on all the information contained in the Planning Division files, 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 City Council finds that:
 - 1. All recitals above are true and correct and are incorporated herein by reference.
 - 2. This project is exempt from the requirements of the California Environmental Quality Act under the general rule of applicability of the state CEQA Guidelines, section 15061, in that there is no possibility that the activity in question would have a significant negative physical impact on the environment. The amendments proposed are procedural in nature and would not result in any new impacts beyond those that could exist without the change, specifically as they may relate to air quality, transportation, noise, hazards and hazardous materials, utilities, and/or public services. The future establishment of commercial cannabis businesses within the City would be subject to the City Council approval of a commercial cannabis permit, at which time impacts resulting from the establishment of any potential use would be further reviewed once more details are made available.
 - 3. The California Constitution grants cities the broad power to enact local, police, sanitary, and other ordinances and regulations not in conflict with the general laws, as long as they are reasonably related to promoting public health, safety, comfort and welfare of the City's residents.
 - 4. In enacting this article, it is the intent of the City Council of the City of Pittsburg to protect the safety and welfare of the general public. The Federal Controlled Substances Act, 21 U.S.C. Section 841, prohibits the possession, sale and distribution of cannabis, and the City Council finds that sanctioning the opening or establishment of medical cannabis collectives, cooperatives and dispensaries, or allowing the delivery of medical cannabis within the city, would be inconsistent with federal law. However, the City acknowledges that state law allows commercial cannabis businesses, and that certain commercial cannabis businesses that operate in accordance with state law and are properly vetted,

regulated, and monitored, can have positive economic impacts in the communities in which they operate.

5. In order to protect the integrity of the City and the goals upon which this City was founded, the City Council finds that it is in the best interest of the residents of the City to only allow certain commercial medical cannabis businesses to operate, subject to specific permitting requirements and execution of an operating agreement, and continue to prohibit medical cannabis collectives, cooperatives and dispensaries, and medical cannabis deliveries.

SECTION 3. Decision

Based on the findings and the authority set forth above, the City Council hereby amends PMC Title 5, Chapter 5.70, as identified in the attached "Exhibit A."

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 thereof.

SECTION 5. Effective Date

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

SECTION 6. 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 5, 2018, and was adopted and ordered published at a meeting of the City Council held on _____, 2018, by the following vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Amend Pittsburgh Municipal Code, Title 5, Chapter 15.70, as follows (new text shown in underline font, and text proposed for deletion is shown in strikethrough font):

Chapter 5.70

~~MARIJUANA~~ CANNABIS DISPENSARIES, BUSINESSES ~~AND DELIVERIES~~

Sections:

Article I. Medical ~~Marijuana~~ Cannabis

5.70.010 Purpose.

5.70.020 Definitions.

5.70.030 Medical ~~marijuana~~ cannabis dispensaries prohibited.

5.70.040 Medical ~~marijuana~~ cannabis deliveries prohibited.

5.70.050 Commercial medical ~~marijuana~~ cannabis businesses ~~prohibited~~ allowed.

5.70.051 Commercial Medical Cannabis Permit.

5.70.052 Commercial Medical Cannabis Permit Holder Qualifications.

5.70.053 Commercial Medical Cannabis Permit Application.

5.70.054 Commercial Medical Cannabis Business Operating Agreement.

5.70.055 Commercial Medical Cannabis Business Operating Plan.

5.70.056 Commercial Medical Cannabis Business Security Plan.

5.70.057 Commercial Medical Cannabis Permit Revocation and Suspension.

5.70.058 Commercial Medical Cannabis Permit Indemnification.

5.70.060 Penalty.

Article II. Nonmedical ~~Marijuana~~ Cannabis

5.70.110 Purpose.

5.70.120 Definitions.

5.70.130 Nonmedical ~~marijuana~~ deliveries cannabis dispensaries prohibited.

5.70.140 ~~Commercial nonmedical marijuana~~ businesses ~~prohibited~~ Nonmedical cannabis deliveries prohibited.

5.70.150 ~~Penalty~~ Commercial nonmedical cannabis businesses allowed.

5.70.160 Commercial Nonmedical Cannabis Permit.

5.70.161 Commercial Nonmedical Cannabis Permit Holder Qualifications.

5.70.162 Commercial Nonmedical Cannabis Permit Application.

5.70.163 Commercial Nonmedical Cannabis Business Operating Agreement.

5.70.164 Commercial Nonmedical Cannabis Business Operating Plan.

5.70.165 Commercial Nonmedical Cannabis Business Security Plan.

5.70.170 Commercial Nonmedical Cannabis Permit Revocation and Suspension.

5.70.180 Commercial Nonmedical Cannabis Permit Indemnification.

5.70.190 Dual Application Process

5.70.200 Penalty.

Article I. Medical ~~Marijuana~~Cannabis

5.70.010 Purpose.

- A. In enacting this article, it is the intent of the ~~city council~~City Council of the city of Pittsburgh to protect the safety and welfare of the general public. The Federal Controlled Substances Act, 21 U.S.C. Section 841, prohibits the possession, sale and distribution of ~~marijuana~~cannabis, and the ~~city council~~City Council finds that sanctioning the opening or establishment of medical ~~marijuana~~cannabis collectives, cooperatives and dispensaries, or ~~commercial medical marijuana businesses~~, or allowing the delivery of medical ~~marijuana~~cannabis within the city, would be inconsistent with federal law. However, the city acknowledges that state law allows commercial medical cannabis businesses, and that certain commercial medical cannabis businesses that operate in accordance with state law and are properly vetted, regulated, and monitored, can have positive economic impacts in the communities in which they operate.
- B. Furthermore, the ~~city council~~City Council finds that medical ~~marijuana~~cannabis dispensaries are public nuisances in that many violent crimes have been committed that can be traced back to the proliferation of ~~marijuana~~cannabis dispensaries, including armed robberies and murders. Increased noise and pedestrian traffic, including nonresidents in pursuit of ~~marijuana~~cannabis, and out-of-area criminals in search of prey, are commonly encountered near outside ~~marijuana~~cannabis collectives, cooperatives and dispensaries. The city

~~council~~City Council further finds that it is reasonable to conclude that medical ~~marijuana~~cannabis deliveries~~and commercial medical marijuana businesses~~ are likely to cause many of these same adverse impacts.

- C. Therefore, in order to protect the integrity of the city and the goals upon which this city was founded, the ~~city council~~City Council finds that it is in the best interest of the residents of the city to prohibit medical ~~marijuana~~cannabis collectives, cooperatives and dispensaries, ~~as well as~~and medical cannabis deliveries, and only allow certain commercial medical ~~marijuana~~cannabis businesses ~~and medical marijuana deliveries to operate, subject to specific permitting requirements and execution of an operating agreement.~~
- D. The purpose of this article is to prohibit medical ~~marijuana~~cannabis collectives, cooperatives and dispensaries ~~and commercial medical marijuana businesses~~ from being opened or established in the city of Pittsburg, as well as prohibiting medical cannabis deliveries from occurring in the city of Pittsburg, while also allowing certain commercial medical cannabis businesses to operate subject to requirements set forth in this article. Nothing in this article shall be deemed to ~~permit~~allow or authorize any use or activity which is otherwise prohibited by any state or federal law.

5.70.020 Definitions.

The following words and phrases, whenever used in this article, shall be construed as hereafter set out, unless it is apparent that they have a different meaning:

- A. "City" means the city of Pittsburg.
- B. "Commercial medical ~~marijuana~~cannabis business" means ~~any activity licensed pursuant to Type 6-Manufacturer 1, Type 7-Manufacturer 2, Type 8-Testing laboratory, and Type 11-Distributor activities defined by the Medicinal and Adult-Use Cannabis Regulation and Safety Act, ("MAUCRSA"), Business and Professions Code Section 19300- 26000 et seq., including but not limited to medical marijuana cultivation, distribution, manufacturing, transporting and testing.~~
- C. "Medical ~~marijuana~~cannabis" means ~~marijuana~~cannabis used for medical purposes in accordance with the Compassionate Use Act (California Health and Safety Code Section 11362.5) and the Medical Marijuana Program Act ~~(California Health and Safety~~MAUCRSA, Business and Professions Code Section 11362.7- 26000 et seq.).
- D. "Medical ~~marijuana~~cannabis delivery" means the transfer of medical ~~marijuana~~cannabis or medical ~~marijuana~~cannabis products from a medical

~~marijuana~~cannabis dispensary to a qualified patient or primary caregiver, as well as the use by a dispensary of any technology platform to arrange for or facilitate the transfer of medical ~~marijuana~~cannabis or medical ~~marijuana~~cannabis products.

- E. “Medical ~~marijuana~~cannabis dispensary” or “dispensary” means (1) any facility, building, structure or location, whether fixed or mobile, where a primary caregiver makes available, sells, transmits, gives or otherwise provides medical ~~marijuana~~cannabis to three or more of the following: a qualified patient or a person with an identification card, or a primary caregiver, in strict accordance with ~~California~~-Health and Safety Code Section 11362.5 et seq.; or (2) any facility, building, structure or location where three qualified patients and/or persons with identification cards and/or primary caregivers meet or congregate in order to collectively or cooperatively distribute, sell, dispense, transmit, process, deliver, exchange or give away ~~marijuana~~cannabis for medicinal purposes pursuant to ~~California~~-Health and Safety Code Section 11362.5 et seq., and such group is organized as a medical ~~marijuana~~cannabis cooperative or collective as set forth in the Attorney General’s guidelines. The terms “primary caregiver,” “qualified patient,” and “person with an identification card” shall be as defined in ~~California~~-Health and Safety Code Section 11362.5 et seq.

For purposes of this chapter, a “medical ~~marijuana~~cannabis dispensary” shall not include the following uses, as long as the location of such uses is otherwise regulated by applicable law and complies strictly with applicable law, including but not limited to ~~California~~-Health and Safety Code Section 11362.5 et seq.:

1. A clinic licensed pursuant to Chapter 1 of Division 2 of the ~~California~~ Health and Safety Code;
 2. A health care facility licensed pursuant to Chapter 2 of Division 2 of the ~~California~~ Health and Safety Code;
 3. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the ~~California~~ Health and Safety Code;
 4. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the ~~California~~-Health and Safety Code;
 5. A residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the ~~California~~-Health and Safety Code.
- F. “Medical ~~marijuana~~cannabis products” means medical ~~marijuana~~cannabis that has undergone a process whereby the plant material has been transformed into

a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing ~~marijuana~~cannabis or concentrated cannabis and other ingredients.

- G. "Person" means any individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability corporation, collective, cooperative, or combination thereof in whatever form or character.

5.70.030 Medical ~~marijuana~~cannabis dispensaries prohibited.

Medical ~~marijuana~~cannabis dispensaries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to ~~permit~~allow to be engaged in, conducted or carried on, in or upon any premises in the city, the operation of a medical ~~marijuana~~cannabis dispensary.

5.70.040 Medical ~~marijuana~~cannabis deliveries prohibited.

Medical ~~marijuana~~cannabis deliveries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to ~~permit~~allow to be engaged in, conducted or carried on, in or upon any premises in the city, medical ~~marijuana~~cannabis deliveries. This section shall not be interpreted to prohibit the transportation of medical ~~marijuana~~cannabis through the city on public roads, as long as such transportation does not involve the delivery of medical ~~marijuana~~cannabis to retail or end users within the city.

5.70.050 Commercial medical ~~marijuana~~cannabis businesses ~~prohibited~~allowed.

Commercial medical ~~marijuana~~cannabis businesses are ~~prohibited~~allowed in the city, pursuant to the requirements set forth in this article. All commercial medical cannabis businesses must obtain a city business license, a City Medical Cannabis Permit, and a state license prior to operation, and also enter into an operating agreement with the City. Only Type 6-Manufacturers 1, Type 7-Manufacturers 2, Type 8-Testing laboratories, and Type 11-Distributors, as defined by Business and Professions Code §§ 26000 *et seq.*, shall be allowed and permitted by the city. The City Council may, at its discretion, issue up to nine (9) Commercial Medical Cannabis Permits. This number may be changed at a later time by resolution of the City Council. It shall be unlawful for any person to engage in, conduct, carry on, or to ~~permit~~allow to be engaged in, conducted or carried on, in or upon any premises in the city, a commercial medical ~~marijuana business~~cannabis business without complying with the requirements of this article.

5.70.051 Commercial Medical Cannabis Permit.

- A. It shall be unlawful for any person to operate a commercial medical cannabis business without a Commercial Medical Cannabis Permit, issued by the city, under the terms and conditions set forth in this article.
- B. Each Commercial Medical Cannabis Permit shall expire five (5) years from its date of issuance. Renewal of the Permit shall be subject to City Council approval, which must be obtained at a duly noticed, open and public meeting. City shall have the right to charge an administrative fee to the Commercial Medical Cannabis Permit holder, to compensate city for its reasonable and actual costs to evaluate the Permit renewal.
- C. The Commercial Medical Cannabis Permit is not transferrable, and any attempt to assign or transfer the Permit shall render the Permit null and void.
- D. No commercial medical cannabis business shall be located within six hundred (600) feet of an existing school, daycare, youth center, park or library. The City Council by ordinance, may amend this restriction or adopt additional restrictions.
- E. The commercial medical cannabis business shall file an application for a Commercial Medical Cannabis Permit with the City Manager or City Manager's designee on forms provided by the city, and shall pay an "application fee" and "processing fee."
- F. The City Council may deny an application for a Commercial Medical Cannabis Permit, if it determines any of the following:
 - i. The applicant made one or more false or misleading statements or omissions on the registration application or during the application process;
 - ii. The applicant fails to meet the requirements of this chapter or any regulation adopted pursuant to this chapter;
 - iii. It is not in the best interest of the city, based upon the applicant's application or operating agreement, to issue a Permit to the business;
 - iv. Potential threats to public health and safety cannot be sufficiently mitigated; or
 - v. Significant public opposition necessitates denial to preserve the health, safety, and general welfare of the city.

5.70.052 Commercial Medical Cannabis Permit Holder Qualifications.

All Commercial Medical Cannabis Permit holders must meet the following minimum qualifications. The city reserves the right to require additional qualifications through the Commercial Medical Cannabis Permit application procedure.

- A. Commercial Medical Cannabis Permit holders, business operators, and employees must be twenty-one (21) years of age or older.
- B. Commercial Medical Cannabis Permit holders, their business operators and employees shall be subject to background search by the California Department of Justice and local law enforcement. At city's discretion, city may conduct a background search of any Commercial Medical Cannabis Permit holder, their business operators, and employees.
- C. Commercial medical cannabis business owners, operators, managers, and employees must not have felony convictions, as specified in Penal Code section 667.5(c) and section 1192.7(c).
- D. Commercial medical cannabis business owners, operators, managers, and employees must not have a criminal conviction that substantially relates to the qualifications, functions, or duties of the business or profession, including a felony conviction involving fraud, deceit, or embezzlement or a criminal conviction for the sale or provision of illegal controlled substances to a minor.

5.70.053 Commercial Medical Cannabis Permit Application.

An application for a Commercial Medical Cannabis Permit shall include, but no be limited to, the following information:

- A. The legal name, and any other names, under which the commercial medical cannabis business will operate.
- B. The address of the location and the on-site telephone number, if known, of the commercial medical cannabis business.
- C. The following information for each owner and manager of the medical cannabis business:
 - i. Complete legal name and any alias(es), address, and telephone number.
 - ii. Date and place of birth.
 - iii. Social security numbers.
 - iv. Copy of a valid government issued photo identification card, license, or passport.

- v. List of all criminal convictions, other than infractions for traffic violations, the jurisdiction of the convictions, and the circumstances thereof.
 - vi. Names of businesses owned or operated by the owner(s) or manager(s) within the last ten (10) years.
 - vii. Investor and/or partner information.
- D. Assessor's Parcel Number of the parcel upon which the commercial medical cannabis business will be located.
- E. Draft operating agreement, in accordance section 5.70.054.
- F. Notarized written authorization from the property owner and/or landlord, to operate a commercial medical cannabis business on the site.
- G. Air Quality Acknowledgement. When deemed necessary by city staff, the applicant shall provide a calculation of the businesses anticipated emissions of air pollutants. The applicant shall also provide assurance that the business will comply with all Best Management Practices established by the Bay Area Air Quality Management District ("BAAQMD"). No Commercial Medical Cannabis Permit shall be issued to any business that would exceed the thresholds of significance established by the BAAQMD for evaluating air quality impacts for operation or construction.
- H. Greenhouse Gas Emissions Acknowledgement. When deemed necessary by city staff, the applicant shall provide calculations of the anticipated greenhouse gas emissions for the operation of the business and, where applicable, the operation of the business. The applicant shall further demonstrate compliance with any applicable state, regional, or local plan for the reduction of greenhouse gas emissions. No Commercial Medical Cannabis Permit shall be granted for any business that would violate any state, regional, or local plan for the reduction of greenhouse gases.
- I. Water Supply Acknowledgement. When deemed necessary by the City Engineer, the applicant shall demonstrate to the satisfaction of the City Engineer that sufficient water supply exists for the use.
- J. Wastewater Acknowledgement. When deemed necessary by the City Engineer, the applicant shall demonstrate to the satisfaction of the City Engineer that sufficient wastewater capacity exists for the proposed use.
- K. To the extent that the applicant intends to use any hazardous materials in its operations, the applicant shall provide a hazardous materials management plan that complies with all federal, state, and local requirements for management of

such substances. "Hazardous materials" includes any hazardous substance regulated by any federal, state, or local laws or regulations intended to protect human health or the environment from exposure to such substances.

- L. Property owner(s) and applicant(s), shall sign the application and shall include affidavit(s) agreeing to abide by and conform to the conditions of the Permit and all provisions of the Pittsburgh Municipal Code pertaining to the establishment and operation of the medical cannabis manufacturing business, including, but not limited to, the provisions of this article. The affidavit(s) shall acknowledge that the approval of the Permit shall, in no way, allow any activity contrary to the Pittsburgh Municipal Code, or any activity which is in violation of applicable laws.
- M. Statement in writing by the applicant, that they will, to the fullest extent allowed by law, give preference to residents of the city for employee hiring.
- N. Signed indemnity provision.
- O. Any other information the city deems necessary.

Pursuant to applicable law, private information will be exempt from disclosure to the public, in order to protect an applicant's privacy interest and safety.

5.70.054 Commercial Medical Cannabis Business Operating Agreement.

The operating agreement shall set forth the terms and conditions under which the commercial medical cannabis business will operate, which are in addition to the requirements of this article, including, but not limited to: a business operating plan as set forth in 5.70.055; a security plan as set forth in 5.70.056; payment of fees and other charges mutually agreed to; and additional terms and conditions that will protect and promote public health, safety, and welfare. The operating agreement shall be approved by the City Council during a duly noticed, open and public meeting. The operating agreement may be approved concurrently with the Commercial Medical Cannabis Permit. An approved operating agreement shall only be in force with a valid Commercial Medical Cannabis Permit.

5.70.055 Commercial Medical Cannabis Business Operating Plan.

An operating plan shall be in conformance with the requirements of this article, and shall include, at a minimum:

- A. A list of the names, addresses, telephone numbers, and responsibilities of each applicant, manager and employees of the medical cannabis manufacturing business.

- B. Planned hours and days of operations of the medical cannabis manufacturing business.
- C. Floor plan of the proposed business facility.
- D. If applicant is a commercial medical cannabis manufacturing business, procedures to be utilized at the facility, including, as applicable, a description of which chemicals will be used, how chemicals will be stored, handled, and used; extraction and infusion methods; the transportation process; inventory procedures; cannabis track and trace procedures; inventory procedures; quality control procedures; and testing procedures.
- E. If applicant is a commercial medical cannabis manufacturing business, a detailed description of the product(s) to be manufactured at the business, including a description of the product's intended final use by consumers.
- F. Transportation plan detailing how and when medical cannabis will be delivered to and from the commercial medical cannabis business.
- G. Procedures for identifying, managing, and disposing of contaminated, adulterated, deteriorated, or excess medical cannabis and medical cannabis products.
- H. Procedures for inventory control to prevent diversion of medical cannabis or medical cannabis products to nonmedical use; employee screening; storage of medical cannabis; personnel policies; and recordkeeping.
- I. Odor management plan detailing the reasonable steps that will be taken by the business to ensure that the odor of medical cannabis and other physical impacts on neighboring properties will be minimized.
- J. Policies and procedures for adopting, monitoring, implementing, and enforcing all requirements of this article.

The city shall have the discretion to require changes to a business's operating plan. A Commercial Medical Cannabis Permit holder is required to submit any proposed change(s) to an approved operating plan to the City Manager for approval, at least thirty (30) days before the proposed change(s) is/are to take effect. Failure to do so will result in a suspension and/or revocation of the Permit. The City Manager shall have the authority to suspend a Permit, and the City Council shall have the authority to revoke a Permit.

5.70.056 Commercial Medical Cannabis Business Security Plan.

A security plan must be developed in consultation with, and approved by, the city's Chief of Police, to ensure the safety of persons working inside the business, and to protect the premises from theft, vandalism, and fire. The applicant's approved security plan must be filled with the City Manager or City Manager's designee. The applicant shall agree to implement all measures set forth in the security plan. The security plan shall include, but not be limited to, the following security measures:

- A. Storing cannabis and cannabis products not being manufactured or tested, in a secure room(s). Access to this/these room(s) shall be limited to key officers or employees.
- B. Installation of 24-hour security surveillance cameras of at least high definition quality, to monitor all entrances and exits to and from the premises, all interior spaces where cannabis, cash, or currency is being stored, and all interior spaces where diversion of cannabis could reasonably occur. Access to the security surveillance camera network shall be given to the Police Department.
- C. Retention of 24-hour surveillance camera footage for at least sixty (60) days. All surveillance camera footage shall be made immediately available to the Chief of Police or the Chief of Police's designee, or to any other state or local law enforcement, upon request.
- D. Professionally installed, maintained and monitored alarm system. Notice of the triggered alarm shall be sent to the Police Department.
- E. Sensors installed to detect entry and exit from all secure areas.
- F. Use of commercial-grade, non-residential locking mechanisms at all points of ingress and egress.
- G. Procedure whereby police are notified immediately upon any incidents of theft, vandalism, or any other instances stipulated by the Chief of Police.
- H. Designation of a responsible individual, who will be the business's point of contact with city, police, and other law enforcement entities.
- I. Transportation plan detailing how and when medical cannabis will be delivered to and from the commercial medical cannabis business.

5.70.057 Commercial Medical Cannabis Permit Revocation and Suspension.

A Commercial Medical Manufacturing Permit issued under this article maybe immediately suspended and/or revoked for any of the following reasons:

- A. An operator/permit holder ceases to meet any of the minimum qualifications listed in this article.
- B. An operator/permit holder fails to comply with the requirements of this article or any conditions of approval of the Permit.
- C. An operator/permit holder's state license for commercial medical cannabis operations is revoked, terminated, or not renewed.
- D. The commercial medical cannabis business fails to become operational within six (6) months of obtaining its Commercial Medical Cannabis Permit.
- E. Once operational, the business ceases to be in regular and continuous operation for ninety (90) consecutive days
- F. State law allowing the use for which the Permit was issued is amended or repealed resulting in the prohibition of such use, or the city receives credible information that the federal government will commence enforcement measures against such businesses and/or local governments that allow them.
- G. Circumstances under which the Permit was granted have significantly changed and the public health, safety, and welfare require the suspension, revocation, or modification.
- H. The Permit was granted, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the Permit application.
- I. An operator/permit holder is not current on city taxes or fees.
- J. An operator/permit holder initiates changes to its operating plan or operating agreement without first obtaining city approval.
- K. An operator/permit holder's state license for commercial medical cannabis operations is suspended. The city shall not reinstate the Permit until documentation is received showing that the state license has been reinstated or reissued. It shall be the city's discretion whether the city reinstates any Permit.

The City Manager shall have the authority to suspend a Permit, and the City Council shall have the authority to revoke a permit. A suspension and/or revocation of a Permit, automatically suspends and/or revokes the Permit holder's Commercial Medical Cannabis Business Operating Agreement.

5.70.058 Commercial Medical Cannabis Permit Indemnification.

To the fullest extent permitted by law, Commercial Medical Cannabis Permit holders shall indemnify, defend with counsel acceptable to city, and hold harmless, city and its

officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation (collectively, "Liability") of every nature arising out of, pertaining to, or relating to the city's suspension and/or revocation of a Permit, except such liability cause by the sole gross negligence or willful misconduct of city.

5.70.060 Penalty.

- A. Violation of this article is a public nuisance.
- B. Nothing in this article in any way limits any other remedy that may be available to the city, or any penalty that may be imposed by the city, for violations of this chapter. Such additional remedies include, but are not limited to, injunctive relief, administrative citations, or a cause of action under the California Narcotics Nuisance Abatement Act (Health and Safety Code Section 11570).

Article II. Nonmedical ~~Marijuana~~Cannabis

5.70.110 Purpose.

- A. In enacting this article, it is the intent of the city council to protect the safety and welfare of the general public. The Federal Controlled Substances Act, 21 U.S.C. Section 841, prohibits the possession, sale and distribution of ~~marijuana~~cannabis, and the city council finds that sanctioning the opening or establishment of nonmedical ~~marijuana~~cannabis collectives, cooperatives, and dispensaries, or allowing the delivery of nonmedical ~~marijuana~~cannabis within the city would be inconsistent with federal law. ~~The purpose of this article is to prohibit~~However, the city acknowledges that state law allows commercial nonmedical ~~marijuana~~cannabis businesses, and that certain commercial nonmedical cannabis businesses from being opened or established that operate in the city, and to prohibit nonmedical ~~marijuana~~cannabis deliveries from occurringaccordance with state law and are properly vetted, regulated, and monitored, can have positive economic impacts in the city- communities in which they operate.
- B. Furthermore, the city council finds that nonmedical cannabis dispensaries are public nuisances in that many violent crimes have been committed that can be traced back to the proliferation of cannabis dispensaries, including armed robberies and murders. Increased noise and pedestrian traffic, including nonresidents in pursuit of cannabis, and out-of-area criminals in search of prey, are commonly encountered near outside cannabis collectives, cooperatives and

dispensaries. The city council further finds that it is reasonable to conclude that cannabis deliveries are likely to cause many of these same adverse impacts.

- C. Therefore, in order to protect the integrity of the city and the goals upon which this city was founded, the city council finds that it is in the best interest of the residents of the city to prohibit nonmedical cannabis collectives, cooperatives and dispensaries, and cannabis deliveries, and only allow certain commercial cannabis businesses to operate, subject to specific permitting requirements and execution of an operating agreement.
- D. The purpose of this article is to prohibit cannabis collectives, cooperatives and dispensaries from being opened or established in the city of Pittsburgh, as well as prohibiting nonmedical cannabis deliveries from occurring in the city of Pittsburgh, while also allowing certain commercial nonmedical cannabis businesses to operate subject to requirements set forth in this article. Nothing in this article shall be deemed to allow or authorize any use or activity which is otherwise prohibited by any state or federal law.

5.70.120 Definitions.

The following words and phrases, whenever used in this article, shall be construed as hereafter set out, unless it is apparent that they have a different meaning:

- A. "City" means the city of Pittsburgh.
- B. "Commercial nonmedical ~~marijuana~~cannabis business" means ~~any activity licensed~~Type 6-Manufacturer 1, Type 7-Manufacturer 2, Type 8-Testing laboratory, and Type 11-Distributor activities defined by the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), Business and Professions Code Section 26000 et seq., including but not limited to nonmedical marijuana cultivation, distribution, manufacturing, retail, testing, and operation of a microbusiness.
- C. "Nonmedical ~~marijuana~~cannabis" means ~~marijuana~~cannabis that is intended to be used for nonmedical purposes pursuant to ~~Health~~Business and ~~Safety~~Professions Code Section ~~41362.1- 26000~~ et seq.
- D. "Nonmedical ~~marijuana~~cannabis delivery" means the commercial transfer of nonmedical ~~marijuana~~cannabis or nonmedical ~~marijuana~~cannabis products ~~from a nonmedical cannabis dispensary to a person, including as well as the use by a dispensary of any technology that enables persons~~platform to arrange for or facilitate the ~~commercial~~ transfer of nonmedical ~~marijuana~~cannabis or nonmedical ~~marijuana~~cannabis products.

- E. “Nonmedical ~~marijuana~~cannabis dispensary” or “dispensary” means any retail business that is required to possess a “Type 10-Retailer” or “Type 12 Microbusiness” under Business and Professions Code Section 2600 et seq.
- F. “Nonmedical cannabis products” means nonmedical ~~marijuana~~cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing ~~marijuana~~cannabis or concentrated cannabis and other ingredients.
- G. “Person” means any individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability corporation, collective, cooperative, or combination thereof in whatever form or character.

5.70.130 Nonmedical ~~marijuana~~deliveriescannabis dispensaries prohibited.

Nonmedical ~~marijuana~~deliveriescannabis dispensaries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to ~~permit~~allow to be engaged in, conducted or carried on, in or upon any premises in the city, the operation of a nonmedical ~~marijuana~~cannabis dispensary.

5.70.140 Nonmedical cannabis deliveries prohibited.

Nonmedical cannabis deliveries are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to allow to be engaged in, conducted or carried on, in or upon any premises in the city, nonmedical cannabis deliveries. This section shall not be interpreted to prohibit the transportation of nonmedical ~~marijuana~~cannabis through the city on public roads, as long as such transportation does not involve the delivery of nonmedical ~~marijuana~~cannabis within the city.

5.70.140-150 Commercial nonmedical ~~marijuana~~cannabis businesses prohibitedallowed.

Commercial nonmedical ~~marijuana~~cannabis businesses are ~~prohibited~~allowed in the city-, pursuant to the requirements set forth in this article. All commercial nonmedical cannabis businesses must obtain a city business license, a City Nonmedical Cannabis Permit, and a state license prior to operation, and also enter into an operating agreement with the City. Only Type 6-Manufacturers 1, Type 7-Manufacturers 2, Type 8-Testing laboratories, and Type 11-Distributors, as defined by Business and Professions Code §§ 26000 et seq., shall be allowed and permitted by the city. The City Council may, at its discretion, issue up to nine (9) Commercial Nonmedical Cannabis Permits. This number may be changed at a later time by resolution of the City Council. It shall be unlawful for any person to engage in, conduct, carry on, or to ~~permit~~allow to be engaged in, conducted or carried on, in or upon any premises in the

city, a commercial nonmedical ~~marijuana business~~ cannabis business without complying with the requirements of this article.

5.70.150-5.70.160 Commercial Nonmedical Cannabis Permit.

- A. It shall be unlawful for any person to operate a commercial nonmedical cannabis business without a Commercial Nonmedical Cannabis Permit, issued by the city, under the terms and conditions set forth in this article.
- B. Each Commercial Nonmedical Cannabis Permit shall expire five (5) years from its date of issuance. Renewal of the Permit shall be subject to City Council approval, which must be obtained at a duly noticed, open and public meeting. City shall have the right to charge an administrative fee to the Commercial Nonmedical Cannabis Permit holder, to compensate city for its reasonable and actual costs to evaluate the Permit renewal,
- C. The Commercial Nonmedical Cannabis Permit is not transferrable, and any attempt to assign or transfer the Permit shall render the Permit null and void.
- D. No commercial nonmedical cannabis business shall be located within six hundred (600) feet of an existing school, daycare, youth center, park or library. The City Council by ordinance, may amend this restriction or adopt additional restrictions.
- E. The commercial nonmedical cannabis business shall file an application for a Commercial Nonmedical Cannabis Permit with the City Manager or City Manager's designee on forms provided by the city, and shall pay an "application fee" and "processing fee."
- F. The City Council may deny an application for a Commercial Nonmedical Cannabis Permit, if it determines any of the following:
 - i. The applicant made one or more false or misleading statements or omissions on the registration application or during the application process;
 - ii. The applicant fails to meet the requirements of this chapter or any regulation adopted pursuant to this chapter;
 - iii. It is not in the best interest of the city, based upon the applicant's application or operating agreement, to issue a Permit to the business;
 - iv. Potential threats to public health and safety cannot be sufficiently mitigated; or
 - v. Significant public opposition necessitates denial to preserve the health, safety, and general welfare of the city.

5.70.161 Commercial Nonmedical Cannabis Permit Holder Qualifications.

All Commercial Nonmedical Cannabis Permit holders must meet the following minimum qualifications. The city reserves the right to require additional qualifications through the Commercial Nonmedical Cannabis Permit application procedure.

- A. Commercial Nonmedical Cannabis Permit holders, business operators, and employees must be twenty-one (21) years of age or older.
- B. Commercial Nonmedical Cannabis Permit holders, their business operators and employees shall be subject to background search by the California Department of Justice and local law enforcement. At city's discretion, city may conduct a background search of any Commercial Nonmedical Cannabis Permit holder, their business operators, and employees.
- C. Commercial nonmedical cannabis business owners, operators, managers, and employees must not have felony convictions, as specified in Penal Code section 667.5(c) and section 1192.7(c).
- D. Commercial nonmedical cannabis business owners, operators, managers, and employees must not have a criminal conviction that substantially relates to the qualifications, functions, or duties of the business or profession, including a felony conviction involving fraud, deceit, or embezzlement or a criminal conviction for the sale or provision of illegal controlled substances to a minor.

5.70.162 Commercial Nonmedical Cannabis Permit Application.

An application for a Commercial Nonmedical Cannabis Permit shall include, but no be limited to, the following information:

- A. The legal name, and any other names, under which the commercial nonmedical cannabis business will operate.
- B. The address of the location and the on-site telephone number, if known, of the commercial nonmedical cannabis business.
- C. The following information for each owner and manager of the nonmedical cannabis business:
 - i. Complete legal name and any alias(es), address, and telephone number.
 - ii. Date and place of birth.
 - iii. Social security numbers.
 - iv. Copy of a valid government issued photo identification card, license, or passport.

- v. List of all criminal convictions, other than infractions for traffic violations, the jurisdiction of the convictions, and the circumstances thereof.
 - vi. Names of businesses owned or operated by the owner(s) or manager(s) within the last ten (10) years.
 - vii. Investor and/or partner information.
- D. Assessor's Parcel Number of the parcel upon which the commercial nonmedical cannabis business will be located.
- E. Draft operating agreement, in accordance section 5.70.163.
- F. Notarized written authorization from the property owner and/or landlord, to operate a commercial nonmedical cannabis business on the site.
- G. Air Quality Acknowledgement. When deemed necessary by city staff, the applicant shall provide a calculation of the businesses anticipated emissions of air pollutants. The applicant shall also provide assurance that the business will comply with all Best Management Practices established by the Bay Area Air Quality Management District ("BAAQMD"). No Commercial Nonmedical Cannabis Permit shall be issued to any business that would exceed the thresholds of significance established by the BAAQMD for evaluating air quality impacts for operation or construction.
- H. Greenhouse Gas Emissions Acknowledgement. When deemed necessary by city staff, the applicant shall provide calculations of the anticipated greenhouse gas emissions for the operation of the business and, where applicable, the operation of the business. The applicant shall further demonstrate compliance with any applicable state, regional, or local plan for the reduction of greenhouse gas emissions. No Commercial Nonmedical Cannabis Permit shall be granted for any business that would violate any state, regional, or local plan for the reduction of greenhouse gases.
- I. Water Supply Acknowledgement. When deemed necessary by the City Engineer, the applicant shall demonstrate to the satisfaction of the City Engineer that sufficient water supply exists for the use.
- J. Wastewater Acknowledgement. When deemed necessary by the City Engineer, the applicant shall demonstrate to the satisfaction of the City Engineer that sufficient wastewater capacity exists for the proposed use.
- K. To the extent that the applicant intends to use any hazardous materials in its operations, the applicant shall provide a hazardous materials management plan that complies with all federal, state, and local requirements for management of

such substances. "Hazardous materials" includes any hazardous substance regulated by any federal, state, or local laws or regulations intended to protect human health or the environment from exposure to such substances.

- L. Property owner(s) and applicant(s), shall sign the application and shall include affidavit(s) agreeing to abide by and conform to the conditions of the Permit and all provisions of the Pittsburgh Municipal Code pertaining to the establishment and operation of the medical cannabis manufacturing business, including, but not limited to, the provisions of this article. The affidavit(s) shall acknowledge that the approval of the Permit shall, in no way, allow any activity contrary to the Pittsburgh Municipal Code, or any activity which is in violation of applicable laws.
- M. Statement in writing by the applicant, that they will, to the fullest extent allowed by law, give preference to residents of the city for employee hiring.
- N. Signed indemnity provision.
- O. Any other information the city deems necessary.

Pursuant to applicable law, private information will be exempt from disclosure to the public, in order to protect an applicant's privacy interest and safety.

5.70.163 Commercial Nonmedical Cannabis Business Operating Agreement.

The operating agreement shall set forth the terms and conditions under which the commercial medical cannabis business will operate, which are in addition to the requirements of this article, including, but not limited to: a business operating plan as set forth in 5.70.164; a security plan as set forth in 5.70.165; payment of fees and other charges mutually agreed to; and additional terms and conditions that will protect and promote public health, safety, and welfare. The operating agreement shall be approved by the City Council during a duly noticed, open and public meeting. The operating agreement may be approved concurrently with the Commercial Nonmedical Cannabis Permit. An approved operating agreement shall only be in force with a valid Commercial Nonmedical Cannabis Permit.

5.70.164 Commercial Nonmedical Cannabis Business Operating Plan.

An operating plan shall be in conformance with the requirements of this article, and shall include, at a minimum:

- A. A list of the names, addresses, telephone numbers, and responsibilities of each applicant, manager and employees of the medical cannabis manufacturing business.

- B. Planned hours and days of operations of the medical cannabis manufacturing business.
- C. Floor plan of the proposed business facility.
- D. If applicant is a commercial nonmedical cannabis manufacturing business, procedures to be utilized at the facility, including, as applicable, a description of which chemicals will be used, how chemicals will be stored, handled, and used; extraction and infusion methods; the transportation process; inventory procedures; cannabis track and trace procedures; inventory procedures; quality control procedures; and testing procedures.
- E. If applicant is a commercial nonmedical cannabis manufacturing business, a detailed description of the product(s) to be manufactured at the business, including a description of the product's intended final use by consumers.
- F. Transportation plan detailing how and when nonmedical cannabis will be delivered to and from the commercial medical cannabis business.
- G. Procedures for identifying, managing, and disposing of contaminated, adulterated, deteriorated, or excess nonmedical cannabis and nonmedical cannabis products.
- H. Procedures for inventory control to prevent diversion of nonmedical cannabis or nonmedical cannabis products to unintended uses; employee screening; storage of nonmedical cannabis; personnel policies; and recordkeeping.
- I. Odor management plan detailing the reasonable steps that will be taken by the business to ensure that the odor of nonmedical cannabis and other physical impacts on neighboring properties will be minimized.
- J. Policies and procedures for adopting, monitoring, implementing, and enforcing all requirements of this article.

The city shall have the discretion to require changes to a business's operating plan. A Commercial Nonmedical Cannabis Permit holder is required to submit any proposed change(s) to an approved operating plan to the City Manager for approval, at least thirty (30) days before the proposed change(s) is/are to take effect. Failure to do so will result in a suspension and/or revocation of the Permit. The City Manager shall have the authority to suspend a Permit, and the City Council shall have the authority to revoke a Permit.

5.70.165 Commercial Nonmedical Cannabis Business Security Plan.

A security plan must be developed in consultation with, and approved by, the city's Chief of Police, to ensure the safety of persons working inside the business, and to protect the premises from theft, vandalism, and fire. The applicant's approved security plan must be filled with the City Manager or City Manager's designee. The applicant shall agree to implement all measures set forth in the security plan. The security plan shall include, but not be limited to, the following security measures:

- A. Storing nonmedical cannabis and nonmedical cannabis products not being manufactured or tested, in a secure room(s). Access to this/these room(s) shall be limited to key officers or employees.
- B. Installation of 24-hour security surveillance cameras of at least high definition quality, to monitor all entrances and exits to and from the premises, all interior spaces where cannabis, cash, or currency is being stored, and all interior spaces where diversion of cannabis could reasonably occur. Access to the security surveillance camera network shall be given to the Police Department.
- C. Retention of 24-hour surveillance camera footage for at least sixty (60) days. All surveillance camera footage shall be made immediately available to the Chief of Police or the Chief of Police's designee, or to any other state or local law enforcement, upon request.
- D. Professionally installed, maintained and monitored alarm system. Notice of the triggered alarm shall be sent to the Police Department.
- E. Sensors installed to detect entry and exit from all secure areas.
- F. Use of commercial-grade, non-residential locking mechanisms at all points of ingress and egress.
- G. Procedure whereby police are notified immediately upon any incidents of theft, vandalism, or any other instances stipulated by the Chief of Police.
- H. Designation of a responsible individual, who will be the business's point of contact with city, police, and other law enforcement entities.
- I. Transportation plan detailing how and when nonmedical cannabis will be delivered to and from the commercial nonmedical cannabis business.

5.70.170 Commercial Nonmedical Cannabis Permit Revocation and Suspension.

A Commercial Nonmedical Manufacturing Permit issued under this article maybe immediately suspended and/or revoked for any of the following reasons:

- A. An operator/permit holder ceases to meet any of the minimum qualifications listed in this article.
- B. An operator/permit holder fails to comply with the requirements of this article or any conditions of approval of the Permit.
- C. An operator/permit holder's state license for commercial nonmedical cannabis operations is revoked, terminated, or not renewed.
- D. An operator/permit holder's Commercial Medical Permit is suspended or revoked.
- E. The commercial nonmedical cannabis business fails to become operational within six (6) months of obtaining its Commercial Nonmedical Cannabis Permit.
- F. Once operational, the business ceases to be in regular and continuous operation for ninety (90) consecutive days
- G. State law allowing the use for which the Permit was issued is amended or repealed resulting in the prohibition of such use, or the city receives credible information that the federal government will commence enforcement measures against such businesses and/or local governments that allow them.
- H. Circumstances under which the Permit was granted have significantly changed and the public health, safety, and welfare require the suspension, revocation, or modification.
- I. The Permit was granted, in whole or in part, on the basis of a misrepresentation or omission of a material statement in the Permit application.
- J. An operator/permit holder is not current on city taxes or fees.
- K. An operator/permit holder initiates changes to its operating plan or operating agreement without first obtaining city approval.
- L. An operator/permit holder's state license for commercial nonmedical cannabis operations is suspended. The city shall not reinstate the Permit until documentation is received showing that the state license has been reinstated or reissued. It shall be the city's discretion whether the city reinstates any Permit.

The City Manager shall have the authority to suspend a Permit, and the City Council shall have the authority to revoke a Permit. A suspension and/or revocation of a Permit, automatically suspends and/or revokes the Permit holder's Commercial Nonmedical Cannabis Business Operating Agreement.

5.70.180 Commercial Nonmedical Cannabis Permit Indemnification.

To the fullest extent permitted by law, Commercial Nonmedical Cannabis Permit holders shall indemnify, defend with counsel acceptable to city, and hold harmless, city and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation (collectively, "Liability") of every nature arising out of, pertaining to, or relating to the city's suspension and/or revocation of a Permit, except such liability cause by the sole gross negligence or willful misconduct of city.

5.70.190 Dual Application Process

A person may apply for a Commercial Medical Cannabis Permit and Commercial Nonmedical Cannabis Permit concurrently.

5.70.200 Penalty.

- A. Violation of this article is a public nuisance.
- B. Nothing in this article in any way limits any other remedy that may be available to the city, or any penalty that may be imposed by the city, for violations of this ~~article~~chapter. Such additional remedies, include, but are not limited to, injunctive relief ~~and, administrative citations, or a cause of action under the California~~ Narcotics Nuisance Abatement Act (Health and Safety Code Section 11570).



City of Pittsburg

Community Development Department – Planning Division

65 Civic Avenue, Pittsburg, CA 94565 | Tel: (925) 252-4920 | Fax: (925) 252-4814

NOTICE OF PUBLIC HEARING

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

DATE: March 5, 2018
TIME: 7:00 p.m.
PLACE: City Council Chamber at City Hall
65 Civic Avenue, Pittsburg, California

Concerning the following matter:

Introduction and Waive First Reading of an Ordinance Amending Title 5 of the Pittsburg Municipal Code Related to the Cannabis Regulations.

This is a public hearing on a request to approve a text amendment to Pittsburg Municipal Code Title 5 in order to allow for use of cannabis within medical and nonmedical product manufacturing.

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

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 required to be notified under the Pittsburg Municipal Code.

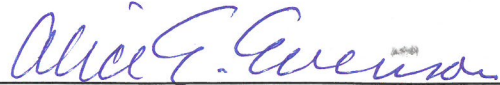
Where can I get more information about this project?

The complete file for this project is available for public inspection at the Planning Division, weekdays during the hours of 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM. You can also find out more about the project by contacting the project planner listed above.

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 the project planner listed above, or may be mailed or delivered to: Pittsburg Planning Division, 65 Civic Avenue, Pittsburg, CA 94565. You may also register your comments or objections by attending the public hearing on the date and time listed above.

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


ALICE E. EVENSON, CITY CLERK
CITY OF PITTSBURG



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

DATE: 2/23/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption of a City Council Resolution to Amend Water Rates
MEETING DATE: 3/5/2018

EXECUTIVE SUMMARY

On February 5, 2018, January 16, 2018 and November 20, 2017, the following was presented: In 2013, the City Council adopted a multi-year water and sewer rate structure for the period through October 2017. Since that time the City's costs for raw water, energy and other related costs have risen. In addition, the City has prioritized approximately \$21 million in capital improvements to the Water Treatment Plant and system infrastructure needed to maintain or improve water quality and reliability of the supply to customers. In response to comments from the City Council and the public, staff revised its initial proposal and recommends an annual cost increase for residential and commercial water customers of 5.5 percent per year, a reduction in the tiers from 14 units to 10 units phased in over the next four years, with no increase in water rates for eligible senior citizens and disabled persons over the next four years.

FISCAL IMPACT

The proposed increase proposed for adoption by the City Council will help meet the financial requirements of the Water Enterprise Fund for annual operations and maintenance. Additionally, revenues generated will provide funding for approximately \$10.4 million in additional funds needed for capital improvements for the Water Enterprise Fund over the next four years. A forecast for water revenues and expenses is attached to this report as part of the Municipal Financial Services Water Rate Study.

RECOMMENDATION

City Council on November 20, 2017 opened the public hearing and authorized the publication of Proposition 218 Notice and kept the hearing open for continued comments through the February 5, 2018 meeting. At tonight's meeting the City Council will continue to take public comment and consider adoption of the attached resolution to amend water rates.

BACKGROUND

On January 21, 2014, the City Council adopted Resolution 13-12064 amending and establishing updated water and sewer rates and charges for a four-year period. The last of the four rate increases took effect January 1, 2017.

Staff evaluated increases in operational costs for the City's Water utility and proposes an average increase to residential single-family water bills of 6.0% annually for the next four years for water service. Staff presented its proposal for rates and increases to the Finance Subcommittee on October 18, 2017.

A Proposition 218 notice letter was sent in November, and a notice of the proposed increase to water rates was printed on water utility bills in December.

On November 20, 2017, the City Council opened a public hearing and continued it to January 16, 2018, February 5, 2018 and March 5, 2018. As of the writing of this report the City has received customer questions and comments by phone and email, and approximately 394 notices of protest from water customers. The City serves approximately 18,500 water customers.

SUBCOMMITTEE FINDINGS

At a February 13, 2018 meeting, the Finance Subcommittee reviewed and supported staff's recommended changes to increase the water rates as presented in this report and attached supporting documentation.

STAFF ANALYSIS

Water Rate Analyses

Earlier this year, the City engaged the services of consultant Municipal Financial Services to conduct a cost of service water rate study and make recommendations about future water rates for residents and commercial businesses in Pittsburg.

Based upon the findings of the study, including increasing raw water costs, increasing operational costs and current infrastructure needs, staff recommends the City increase water rates to cover increased operational costs and for repair and replacement of capital assets. Increases to water operational costs for the past four years are attributable to (1) increases from raw water costs from Contra Costa Water District; (2) increases from PG&E (per million gallons of water treated); and (3) costs for regulatory compliance. Additionally, the City has completed an audit of the water use in its system and trimmed personnel costs through a reorganization resulting in the eliminating one management position at the Water Treatment Plant.

Staff recommends a change to the tier "break" point from 14 units, or hundred cubic feet (HCF) in water usage per month (344 gallons per day) to 13 HCF (320 gallons per day), effective March 6, 2018, a reduction from 13 HCF to 12 HCF (295 gallons per day) effective January 1, 2019, a reduction from 12 HCF to 11 HCF (271 gallons per day) effective 1/1/20 and a reduction from 11 HCF to 10 HCF (246 gallons per day) effective January 1, 2020. The change reflects the success of conservation programs that have reduced the average use by single family residential customers and the blended use of raw water from the City's

wells. For 80% of the City's single-family residential customers, the average use is 9 HCF or less per month.

Effective March 6, 2018, a new rate of \$3.74 per hundred cubic feet (HCF) of water use would apply to single family customers using up to 13 HCF per month. For customers using more than 13 HCF per month, the rate for only that portion of their monthly water use more than 13 HCF would be charged at \$5.42 per HCF.

Residential single-family customers in zone 1 and 2 using the average of 9 HCF per month will have a new water bill of \$59.36 (Rate of \$3.74 x 9 HCF = \$33.66 + meter charge \$25.70 = \$59.36) resulting in an increase of \$3.03 per month, starting with the billing cycle starting after March 6, 2018. This bill with the same water usage will rise to \$62.61 in January 2019, to \$66.07 in January 2020, and to \$69.74 in January 2021.

Failure to increase the water rates will impact the City's ability to construct necessary capital improvements to ensure that the water system can be operated effectively and with fewer disruptions in service. Water system pipe failures raise overall operational costs. Including night, weekend and other emergency responses, and water lost due to the pipe failure. The failures also disrupt service to customers and can also affect business operations for non-residential customers.

The City offers discounted water and garbage rates for seniors and disabled customers. Details and an application for the program are available on the City's website under "Water utility billing forms" and are titled "Application for Discounted Water/Garage Rates for Senior Citizen." The attached rate proposal will maintain the current senior citizens and disabled rates at the 2017 level for the next four years.

In addition, at the February 20, 2018 goal setting session workshop Council asked staff to review the senior and disabled citizens water rate program and to look at possibly setting up a balanced payment program in the City.

Current Capital Improvement Needs

The City's Water System has about 226 miles of water mains that include numerous lines that are at the end of their life cycle. Aging water mains require increased maintenance until they can be replaced.

In the past four years the City has made approximately \$25.1 million in capital improvements funded by Water Enterprise Funds and a loan from the Infrastructure Bank (I-Bank). Projects included replacing aging waterlines in Delta Hawaii and Bayside Knolls subdivisions, replacement of a well, improvements to the water distribution system and water treatment plant, water meter replacements, and water reservoir rehabilitation. Additional projects need to be done to maintain reliability in the older parts of the city. A prioritized listing of these additional projects is attached to this report.

Existing Water Capital Deficiencies

Staff has identified six priority areas in need of immediate replacement of waterlines totaling \$21 million. These areas experience water main breaks more often than other areas of the City, requiring a significant amount of Staff time to repair. On occasion, these breaks have also caused flooding, resulting in damage claims against the City. These areas are listed and prioritized on the attached 2017 Water System Rehabilitation Priority Projects spreadsheet.

Fire Service Charges

The study recommends fire system service charges based upon the connection size. The recommended charges as outlined in the attached study and Proposition 218 Notice enables the City to recover the cost of providing this service. Fire service charges are currently not charged to single family residential customers. Commercial, industrial and multi-family residential water customers are billed for this service.

Zone Pumping Charges

Zone Pumping charges were adopted to help the City recover costs of pumping water to customers at higher elevations. The City currently recognizes four different zones and anticipates adding two additional zones (Zones 5 and 6) at a future date as development occurs. The pumping charges help to ensure that developments in the upper pressure zones pay more of the cost to deliver water to their service area and are incorporated into the rates shown in the study and the Proposition 218 notice.

Water Fund Debt Service Financial Obligations

In November 2016, the City issued Refunding Water Revenue Bonds in the amount of \$34.3 million to refinance the existing 2008 Water Revenue Bonds. In addition to the 2016 bonds, the City in November 2014 took a loan from the California Infrastructure and Economic Development Bank to finance the expansion of the Water Treatment Plant. Annual debt service requirements for the City's Water Enterprise fund total \$2,847,601 in FY 2017-18.

Staff has concluded the operational outline for the proposed cost increases to the City's Water Rates would become effective March 6, 2018. All legal and regulatory compliance with Prop 218 requirements have been achieved and the required public notification has been completed to affected rate payers in the City's Water System.

ATTACHMENTS: Resolution
Proposition 218 Notice
2017 Water System Rehabilitation Priority
Water System Study

Report Prepared By: Fritz McKinley, Director of Public Works/City Engineer, and
Brad Farmer, Director of Finance

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending the City's Multi-Year Water)
Rates Effective March 6, 2018)
through December 31, 2021)

RESOLUTION NO. 17-13400

The PITTSBURG City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburg operates and maintains a potable water system for Pittsburg water customers; and,

WHEREAS, the City Council of the City of Pittsburg last adopted multi-year water rate changes on December 13, 2013 for a four-year period; and,

WHEREAS, the City's Water rates are being increased to pay for operational cost increases, and to provide funding for necessary capital replacement projects for the next four years.

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

Section 1. Findings

A. The recitals set forth above are true and correct statements and are hereby incorporated.

B. Now, therefore, the City Council of the City of Pittsburg does hereby resolve, modify and amend as follows:

SECTION 1. Pursuant to Section 13.12.035 (Qualifying Senior Citizens) of the Pittsburg Municipal Code

a. The monthly quantity usage charge for qualifying residential customers shall be as per Section 2. The consumption amount above 9 HCF will be the same as single family residential.

SECTION 2. Pursuant to Section 13.12.030 (Water Rates) of the Pittsburg Municipal Code

a. Monthly Meter Service Charge

The monthly meter service charge for water service within the city limits, shall be as follows:

Effective Date>	3/6/2018	1/1/2019	1/1/2020	1/1/2021
5/8 x 3/4-inch or 3/4-inch meter – senior	\$ 24.29	\$ 24.29	\$ 24.29	\$ 24.29
5/8 x 3/4-inch or 3/4-inch meter	25.70	26.70	28.00	29.60
1-inch meter	56.00	58.00	61.00	64.00
1 1/2-inch meter	106.00	110.00	115.00	122.00
2-inch meter	166.00	172.00	181.00	191.00
3-inch meter	330.00	340.00	360.00	380.00
4-inch meter	510.00	530.00	550.00	580.00
6-inch meter	1,010.00	1,050.00	1,100.00	1,160.00
8-inch meter	1,810.00	1,880.00	1,970.00	2,090.00
10-inch meter	2,910.00	3,020.00	3,170.00	3,360.00

b. Fire line service

The monthly fire service charge for water service, shall be as follows:

Effective Date>	3/6/2018	1/1/2019	1/1/2020	1/1/2021
2-inch line or smaller	\$ 24.95	\$ 24.95	\$ 24.95	\$ 24.95
3-inch line	48.29	48.29	48.29	48.29
4-inch line	74.59	74.59	75.00	79.00
6-inch line	199.00	206.00	217.00	230.00
8-inch line	423.00	440.00	463.00	490.00
10-inch line or larger	761.00	791.00	833.00	882.00
Residential	25.70	26.70	28.00	29.60

c. Quantity charge (per dwelling unit)

The monthly quantity usage charge for water service within the city limits, shall be as follows:

Non-Residential

Effective Date>	3/6/2018	1/1/2019	1/1/2020	1/1/2021
Zones 1 and 2	\$ 4.42	\$ 4.66	\$ 4.98	\$ 5.35
Zone 3	4.55	4.79	5.12	5.49
Zone 4	4.61	4.86	5.19	5.57
Zones 5 and 6	4.74	5.00	5.33	5.71

Single Family

Effective Date>	3/6/2018	1/1/2019	1/1/2020	1/1/2021
Tier 1	0–13 HCF	0–12 HCF	0–11 HCF	0–10 HCF
Zone 1 and 2	\$ 3.74	\$3.99	\$ 4.23	\$ 4.46

Zone 3	3.84	4.12	4.37	4.60
Zone 4	3.88	4.19	4.44	4.68
Zones 5 and 6	3.95	4.32	4.58	4.82
Tier 2	> 13 HCF	> 12 HCF	> 11 HCF	> 10 HCF
Zone 1 and 2	5.42	5.60	5.85	6.15
Zone 3	5.55	5.73	5.99	6.29
Zone 4	5.61	5.80	6.06	6.37
Zones 5 and 6	5.74	5.94	6.20	6.51

Qualified Senior Citizen Residential

Effective Date>	3/6/2018	1/1/2019	1/1/2020	1/1/2021
Tier 1	0 – 4 HCF	0 – 4 HCF	0 – 4 HCF	0 – 4 HCF
Zone 1 and 2	\$ 1.40	\$ 1.40	\$ 1.40	\$ 1.40
Zone 3	1.46	1.46	1.46	1.46
Zone 4	1.48	1.48	1.48	1.48
Zones 5 and 6	1.50	1.50	1.50	1.50
Tier 2	5 - 14 HCF	5 - 14 HCF	5 - 14 HCF	5 - 14 HCF
Zone 1 and 2	3.56	3.56	3.56	3.56
Zone 3	3.62	3.62	3.62	3.62
Zone 4	3.64	3.64	3.64	3.64
Zones 5 and 6	3.66	3.66	3.66	3.66
Tier 3	> 14 HCF	> 14 HCF	> 14 HCF	> 14 HCF
Zone 1 and 2	5.27	5.27	5.27	5.27
Zone 3	5.33	5.33	5.33	5.33
Zone 4	5.35	5.35	5.35	5.35
Zones 5 and 6	5.37	5.37	5.37	5.37

SECTION 3. The fees established by this resolution shall take effect with the beginning of billing periods on or after March 6, 2018.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 5th day of March 2018, by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Dwaine “Pete” Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk



CITY OF PITTSBURG

Notice of Public Hearing on Proposed Water Rate Increases

Tuesday, January 16, 2018 at 7:00 p.m. and

Monday, February 5, 2018 at 7:00 p.m.

Council Chambers – 65 Civic Avenue, Pittsburg, CA 94565

La Ciudad de Pittsburg le desea notificar de una Audiencia Pública del Consejo Municipal en Enero 16, 2018 y en Febrero 5, 2018 a las 7:00 pm en la Sala Principal del Consejo Municipal para discutir un aumento en las tarifas del agua. Una versión en el idioma inglés de este aviso está disponible en el sitio web de la Ciudad de Pittsburg en www.ci.pittsburg.ca.us. Si Usted desea protestar, por favor llene la forma que se encuentra al final de este anuncio y mándelo por correo al 65 Civic Avenue, Pittsburg, CA 94565 durante horas publicadas o someta su protesta personalmente en la Audiencia Pública Enero 16, 2018 o en Febrero 5, 2018.

Public Hearing

The City of Pittsburg wishes to notify you of a Public Hearing of the City Council on January 16, 2018 at 7:00 p.m. at the City Hall Council Chambers to discuss Water rate increases for fiscal years (FY) 2017/18 through 2020/21. The City will accept public comments at the Public Hearing. The City Council may act to implement increases at this meeting. The meeting facility is accessible to the handicapped. Auxiliary aides will be made available upon request, in advance, for persons with hearing or vision disabilities.

Protests

Any customer or owner of record who is subject to the proposed utility charge that is the subject of the hearing may submit a written protest to the City by:

- Hand deliver or mail the City Clerk, 65 Civic Avenue, Pittsburg, CA 94565 during published business hours; or
- Personally, submitting the protest at the Public Hearing.

Protests must be received by the end of the public hearing, including those mailed to the City. No postmarks will be accepted. Protests not actually received by the close of the hearing, (whether mailed prior to the hearing) shall not be counted. Only one protest will be counted per parcel. Emailed, faxed and photocopies protests shall not be counted. Although oral comments at the public hearing will not qualify as a formal protest unless accompanied by a written protest, the City Council welcomes input from the community during the public hearing on the proposed charges. A written protest must include the following, and shall not be counted if any of these required elements are omitted: a statement protesting the proposed water rate increase; name of the customer or owner of record who is submitting the protest; identity, by street address or Assessor's Parcel Number; original signature and legibly printed name of the customer or owner of record who is submitting the protest.

Need for Rate Increases

The proposed increases are necessary to maintain the financial stability and structural integrity of the City's Water Program, and to address new Federal and State regulatory mandates, as well as increasing costs affecting Water operations. Utility fee calculations are based on the cost of operation and maintenance expenses (including labor, utilities, supplies and materials), capital expenditures for infrastructure, and adequate reserves for meeting capital and operational needs. This rate increase addresses the rising costs of raw water and treatment of water as well as maintaining water distribution; and the need to meet increasing mandates from both Federal and State agencies. The City is committed to proactively improving and maintaining our aging systems while providing excellent services at all levels within our programs. The City is recommending annual rate adjustments in monthly commodity and service charges.



Water Rates - Proposed Rate Structure (Table 1): The rate structure has three components: 1) a monthly meter service charge which varies by meter size; 2) a quantity rate for actual metered water usage, and 3) Fire Line Service connection. Quantity rates increase for higher elevation zones because of additional electricity costs associated with pumping water to higher elevations. Most single-family customers have a $\frac{5}{8}$ x $\frac{3}{4}$ -inch meter. Average monthly water usage for single family customers decreased from 14 HCF in 2005 to 9 HCF in 2016. The first-tier quantity rate applies to water use equal to or below average monthly water use for the whole single-family customer class; the second-tier quantity rate applies to above average water use. All proposed rates for customers, both single family and non-single-family rates are detailed in Table I. The proposed rate structure includes a three-year schedule of rate increases.

If approved, the new rates and charges will go into effect on February 6, 2018, and thereafter rates and charges will increase pursuant to the schedule of rate increase.

For further information, please contact Fritz McKinley, Director of Public Works/City Engineer at fmckinley@ci.pittsburg.ca.us or at (925) 252-4928.



YOU MAY USE THIS FORM TO PROTEST THE PROPOSED WATER RATE INCREASES

I, _____ protest the proposed water rate increases.
(print first and last name)

Property Address or Assessor's Parcel Number _____

Signature _____

If you wish to use this form as your protest, please fill out and hand deliver or mail in a stamped envelope to:

City of Pittsburg, City Clerk
Water Rate Protest
65 Civic Avenue, Pittsburg, CA 94565



Table 1. Monthly Water Rate Summary				
Rates	effective date > 2/6/2018	11/1/2018	11/1/2019	11/1/2020
Quantity Rates, \$/HCF¹				
Non-residential				
Zones 1 and 2	\$4.44	\$4.71	\$5.04	\$5.44
Zone 3	\$4.57	\$4.84	\$5.18	\$5.58
Zone 4	\$4.63	\$4.91	\$5.25	\$5.66
Zones 5 and 6	\$4.76	\$5.05	\$5.39	\$5.80
Single Family²				
Tier 1	0 - 9 HCF	0 - 9 HCF	0 - 9 HCF	0 - 9 HCF
Zones 1 and 2	\$3.76	\$4.03	\$4.29	\$4.53
Zone 3	\$3.85	\$4.16	\$4.43	\$4.67
Zone 4	\$3.89	\$4.22	\$4.50	\$4.75
Zones 5 and 6	\$3.97	\$4.36	\$4.64	\$4.89
Tier 2	> 9 HCF	> 9 HCF	> 9 HCF	> 9 HCF
Zones 1 and 2	\$5.45	\$5.66	\$5.92	\$6.26
Zone 3	\$5.58	\$5.79	\$6.06	\$6.40
Zone 4	\$5.64	\$5.86	\$6.13	\$6.48
Zones 5 and 6	\$5.77	\$6.00	\$6.27	\$6.62
Senior				
Tier 1	0 - 4 HCF	0 - 4 HCF	0 - 4 HCF	0 - 4 HCF
Zones 1 and 2	\$1.50	\$1.64	\$1.72	\$1.81
Zone 3	\$1.63	\$1.77	\$1.86	\$1.95
Zone 4	\$1.69	\$1.84	\$1.93	\$2.03
Zones 5 and 6	\$1.82	\$1.98	\$2.07	\$2.17
Tier 2	5 - 9 HCF	5 - 9 HCF	5 - 9 HCF	5 - 9 HCF
Zones 1 and 2	\$3.76	\$4.03	\$4.29	\$4.53
Zone 3	\$3.85	\$4.16	\$4.43	\$4.67
Zone 4	\$3.89	\$4.22	\$4.50	\$4.75
Zones 5 and 6	\$3.97	\$4.36	\$4.64	\$4.89
Tier 3	> 9 HCF	> 9 HCF	> 9 HCF	> 9 HCF
Zones 1 and 2	\$5.45	\$5.66	\$5.92	\$6.26
Zone 3	\$5.58	\$5.79	\$6.06	\$6.40
Zone 4	\$5.64	\$5.86	\$6.13	\$6.48
Zones 5 and 6	\$5.77	\$6.00	\$6.27	\$6.62
Meter Service, \$/meter-month				
? x ¾-inch or ¾-inch	\$25.80	\$26.90	\$28.30	\$30.10
1-inch	\$56.00	\$58.00	\$62.00	\$65.00
1½-inch	\$106.00	\$111.00	\$117.00	\$124.00
2-inch	\$167.00	\$174.00	\$183.00	\$195.00
3-inch	\$330.00	\$340.00	\$360.00	\$380.00
4-inch	\$510.00	\$530.00	\$560.00	\$590.00
6-inch	\$1,010.00	\$1,060.00	\$1,110.00	\$1,180.00
8-inch	\$1,820.00	\$1,900.00	\$2,000.00	\$2,120.00
10-inch	\$2,930.00	\$3,060.00	\$3,220.00	\$3,410.00
Fire Line Service, \$/connection-month				
Commercial				
2-inch or smaller	\$24.95	\$24.95	\$24.95	\$24.95
3-inch	\$48.29	\$48.29	\$48.29	\$48.29
4-inch	\$74.59	\$74.59	\$76.00	\$81.00
6-inch	\$200.00	\$209.00	\$220.00	\$234.00
8-inch	\$426.00	\$445.00	\$469.00	\$498.00
10-inch	\$766.00	\$800.00	\$843.00	\$896.00
Residential				
	\$25.80	\$26.90	\$28.30	\$30.10
1 - Hundred Cubic Feet (HCF) = 748 gallons				
2 - Tier break changed from 14 HCF to 9 HCF due to conservation				

2017 Water System Rehabilitation Priority Projects

Priority	Project Area	Limits	Approximate Age	System Need	Total Cost
1	11th Street Area	Black Diamond Street to Beacon Street and W. 10th Street to W. Santa Fe Avenue	90 - 100 Years	Pipe Replacement	\$ 5,000,000
2	Central Addition (Phase I)	Columbia Street to Harbor Street and Central Avenue to E. 14th Street	80 Years	Pipe Replacement/ Backyard Services	\$ 6,800,000
3	Cornwall Area	Somers Street to Railroad Avenue and E. 15th Street to School Street	86 Years	Pipe Replacement	\$ 3,000,000
4	Central Addition (Phase II)	Columbia Street to Harbor Street and E. Santa Fe Avenue to Central Avenue	91 Years	Pipe Replacement	\$ 2,700,000
5	Central Addition (Phase III)	Harbor Street to Solari Avenue and E. Santa Fe Avenue to Solari Street	65 -79 Years	Pipe Replacement	\$ 2,300,000
6	Pittsburg Heights Area	Madoline Street to Seeno Street and Alturas Boulevard to Tiffany Drive	65 Years	Pipe Replacement	\$ 1,300,000

Total \$ 21,100,000



DRAFT

Water Rates Study

Prepared for
City of Pittsburg, California
February 2018



2960 Valley Basin Avenue
Henderson, Nevada 89052

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List of Abbreviations

AF	acre feet (equal to 325,851 gallons)
PMC	Pittsburg Municipal Code
AWWA	American Water Works Association
CAFR	Comprehensive Annual Financial Report
CCI	Construction Cost Index
CCWD	Contra Costa Water District
CIP	Capital Improvement Program
City	City of Pittsburg
DSC	debt service coverage
DWR	Department of Water Resources
FY	Fiscal year (July 1 to June 30)
ENR	Engineering News Record
FY18	July 1, 2017 to June 30, 2018
gpd	gallons per day
HCF	Hundred Cubic Feet (~ 748.052 gallons)
mgd	million gallons per day
O&M	Operation and maintenance
R/R	Repair and replacement
SWRCB	State Water Resources Control Board
ULL	Urban Limit Line

Executive Summary

The City of Pittsburgh, in conjunction with Municipal Financial Services, has analyzed the adequacy of revenues from rates to meet projected expenditures of the water enterprise fund to determine whether revenues will be adequate to cover operating and maintenance costs as well as needed capital costs while meeting reserve policy and debt management policy. Water rates and charges were developed for the six-year period Fiscal Year 2017–18 (FY18) through FY23. Water rates and charges are recommended for FY18 through FY21 (four fiscal years).

Water Fund 501 Revenues, Expenditures and Cash Balances

Water rates were developed to generate sufficient revenues to cover operating and maintenance expenditures, fund capital expenditures, satisfy debt service coverage requirements and meet target reserve levels. A summary of the projected expenditures, revenues, beginning (FY18) and ending (FY21) fund balances, and the FY21 target reserve amount are shown in the adjacent table.

	<i>\$millions</i>	
Beginning Cash Balance, July 1, 2017 (FY18)	\$10,600	
Revenues		
Water Service Charges	\$87,300	92%
Other Fees & Revenue Adjustments	\$4,100	4%
Transfer in from Bond Proceeds	\$300	0.3%
Transfer in from General Fund	\$200	0.2%
Transfer in from Sewer Fund & Card Trans Fees	\$3,000	3%
Total Revenues	\$94,900	100%
Expenditures		
Water Lines	\$16,700	17%
Water Purification	\$48,400	49%
Finance/Utility Billing	\$6,000	6%
Debt Service	\$12,300	12%
Capital Projects	\$13,600	14%
Transfers	\$2,600	3%
Total Expenditures	\$99,600	100%
Net Revenues	-\$4,700	
Ending Cash Balance, June 30, 2021 (FY21)	\$5,900	
<i>Ending Cash Balance Reserve Target</i>	<i>\$5,900</i>	

fund balances, and the FY21 target reserve amount are shown in the adjacent table.

The approximate amount of revenues required from water rates for the four-year period, FY18 through FY21, is \$87,300,000.

Projected operations and transfers funding requirements are approximately \$73,700,000 (74 percent of expenditures).

Projected capital expenditure funding requirements are approximately \$13,600,000 (14 percent of expenditures).

Projected debt service funding (principal and interest payments) requirements are approximately \$12,300,000 (12 percent of expenditures).

Note that no new debt service is proposed for this fund. Debt service coverage requirements for debt previously issued are met in all years.

Recommended Water Rates

Cost-of-service rates were developed using a rate structure that is consistent with the requirements of Proposition 218¹ as codified in the State of California Constitution, Articles XIIC and XIID, which require that each customer class pay its proportionate share of the required revenue in proportion to their beneficial use of the water system. The City adjusted the cost-of-service rates so that changes in the rates are phased-in.

For cost-of-service Water Quantity rates, the break point between Tier 1 and Tier 2 Single Family water use decreases from 14 HCF (hundred cubic feet) to 9 HCF and reflects the substantial decrease in Single Family water use since the 14 HCF value was developed in 2003. The City adjusted the cost-of-service tier break so that the decrease is phased-in by 1 HCF per year. Other adjustments are described in Section 4.7. Rates for the Senior customer class are kept at current (FY17) values. Recommended adjusted Water Quantity rates are listed in the table below.

Table ES-1. Current and Recommended Water Quantity Rates

Rates	effective date >	Adopted	Recommended			
		FY17	FY18	FY19	FY20	FY21
		1/1/2017	3/5/2018	1/1/2019	1/1/2020	1/1/2021
Quantity Rates, \$/HCF						
Non-residential						
Zones 1 and 2		\$4.17	\$4.42	\$4.66	\$4.98	\$5.35
Zone 3		\$4.23	\$4.55	\$4.79	\$5.12	\$5.49
Zone 4		\$4.25	\$4.61	\$4.86	\$5.19	\$5.57
Zones 5 and 6		\$4.27	\$4.74	\$5.00	\$5.33	\$5.71
Single Family						
Tier 1		0 - 14 HCF	0 - 13 HCF	0 - 12 HCF	0 - 11 HCF	0 - 10 HCF
Zones 1 and 2		\$3.56	\$3.74	\$3.99	\$4.23	\$4.46
Zone 3		\$3.62	\$3.84	\$4.12	\$4.37	\$4.60
Zone 4		\$3.64	\$3.88	\$4.19	\$4.44	\$4.68
Zones 5 and 6		\$3.66	\$3.95	\$4.32	\$4.58	\$4.82
Tier 2		> 14 HCF	> 13 HCF	> 12 HCF	> 11 HCF	> 10 HCF
Zones 1 and 2		\$5.27	\$5.42	\$5.60	\$5.85	\$6.15
Zone 3		\$5.33	\$5.55	\$5.73	\$5.99	\$6.29
Zone 4		\$5.35	\$5.61	\$5.80	\$6.06	\$6.37
Zones 5 and 6		\$5.37	\$5.74	\$5.94	\$6.20	\$6.51
Senior						
Tier 1		0 - 4 HCF	0 - 4 HCF	0 - 4 HCF	0 - 4 HCF	0 - 4 HCF
Zones 1 and 2		\$1.40	\$1.40	\$1.40	\$1.40	\$1.40
Zone 3		\$1.46	\$1.46	\$1.46	\$1.46	\$1.46
Zone 4		\$1.48	\$1.48	\$1.48	\$1.48	\$1.48
Zones 5 and 6		\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Tier 2		5 - 14 HCF	5 - 14 HCF	5 - 14 HCF	5 - 14 HCF	5 - 14 HCF
Zones 1 and 2		\$3.56	\$3.56	\$3.56	\$3.56	\$3.56
Zone 3		\$3.62	\$3.62	\$3.62	\$3.62	\$3.62
Zone 4		\$3.64	\$3.64	\$3.64	\$3.64	\$3.64
Zones 5 and 6		\$3.66	\$3.66	\$3.66	\$3.66	\$3.66
Tier 3		> 14 HCF	> 14 HCF	> 14 HCF	> 14 HCF	> 14 HCF
Zones 1 and 2		\$5.27	\$5.27	\$5.27	\$5.27	\$5.27
Zone 3		\$5.33	\$5.33	\$5.33	\$5.33	\$5.33
Zone 4		\$5.35	\$5.35	\$5.35	\$5.35	\$5.35
Zones 5 and 6		\$5.37	\$5.37	\$5.37	\$5.37	\$5.37

¹ Article XIIC and Article XIID were added to the California Constitution in 1996 by Proposition 218, the Right to Vote on Taxes Act. Article XIID, Section 6(b) lists the five substantive requirements for "property related fees and charges."

For Meter Service cost-of-service rates, costs associated with meter size are allocated based on the California Public Utilities Commission Water Division, "Rate Design for Water and Sewer System Utilities Including Master Metered Facilities", July 2006 (Standard Practice U-7-W).

For Fire Line Service cost-of-service rates, costs are allocated based on demand factors based on the nominal connection size as explained in the American Water Works Association (AWWA) *Manual of Water Supply Practices M1 Principles of Water Rates, Fees and Charges*. Residential customers with water meters increased to 1-inch to accommodate a combined domestic-fire sprinkler system are charged the ¾-inch meter charge.

The City adjusted the cost-of-service rates. Adjustments are described in Section 4.7. Rates for the Senior customer class are kept at current (FY17) values. Recommended adjusted rates are listed in the table below.

Table ES-2. Current and Recommended Meter Service and Fire Line Service Rates

Rates	effective date >	Adopted	Recommended			
		FY17	FY18	FY19	FY20	FY21
		1/1/2017	3/5/2018	1/1/2019	1/1/2020	1/1/2021
Meter Service, \$/meter-month						
5/8 x 3/4-inch or 3/4-inch, Senior		\$24.29	\$24.29	\$24.29	\$24.29	\$24.29
5/8 x 3/4-inch or 3/4-inch		\$24.29	\$25.70	\$26.70	\$28.00	\$29.60
1-inch		\$53.03	\$56.00	\$58.00	\$61.00	\$64.00
1½-inch		\$101.09	\$106.00	\$110.00	\$115.00	\$122.00
2-inch		\$158.68	\$166.00	\$172.00	\$181.00	\$191.00
3-inch		\$312.25	\$330.00	\$340.00	\$360.00	\$380.00
4-inch		\$485.02	\$510.00	\$530.00	\$550.00	\$580.00
6-inch		\$965.08	\$1,010.00	\$1,050.00	\$1,100.00	\$1,160.00
8-inch		\$1,733.09	\$1,810.00	\$1,880.00	\$1,970.00	\$2,090.00
10-inch		\$2,789.05	\$2,910.00	\$3,020.00	\$3,170.00	\$3,360.00
Fire Line Service, \$/connection-month						
Commercial						
2-inch or smaller		\$24.95	\$24.95	\$24.95	\$24.95	\$24.95
3-inch		\$48.29	\$48.29	\$48.29	\$48.29	\$48.29
4-inch		\$74.59	\$74.59	\$74.59	\$75.00	\$79.00
6-inch		\$147.48	\$199.00	\$206.00	\$217.00	\$230.00
8-inch		\$264.22	\$423.00	\$440.00	\$463.00	\$490.00
10-inch		\$424.65	\$761.00	\$791.00	\$833.00	\$882.00
Residential						
		\$24.29	\$25.70	\$26.70	\$28.00	\$29.60

City of Pittsburg Resolution 09-11335 stated, "The 'new' Municipal well rate for the City of Pittsburg's water consumption and the meter charge will be set at 30% of the non-residential rate." Effective February 2018, the City intends to set Municipal rates at 35% of the non-residential rate. Quantity and meter service rates for Municipal connections are not listed in the tables above but may be derived from the non-residential quantity rates and meter service rates shown in the tables.

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Section 1

Introduction

This section describes the organization of the report, rate-making objectives, the rate-setting process, and a general description of the water system.

1.1 Organization of the Report

This report is divided into seven sections. This introduction provides an overview of the study objectives and an overview of the rate development process.

Section 2 discusses characteristics of customers and their use of the water system. The number and type of connections to the system and water use projected for FY17 – FY21 is developed in this section.

Section 3 describes the evaluation of revenue required from rates.

Section 4 describes the allocation of costs and development of unit costs of service.

Section 5 describes the impact of rates changes on customer bills.

Section 6 describes the limitations of the study document.

1.2 Rate-Making Objectives

There are numerous rate-making objectives that must be considered when developing rates and rate structures.

Revenue sufficiency. Generate sufficient revenue to fund operating costs, capital costs and bonded debt, and maintain adequate reserves.

Revenue stability. Recover revenue from fixed and variable charges that will cover fixed and variable costs (barring water shortages when rationing may be required).

Conservation signal. Reward customer for efficient water use and discourage its waste.

Administrative efficiency. Enable efficient implementation and ongoing administration, including monitoring and updating.

Affordability. Be as affordable as possible while maintaining the utilities sound financial position and credit rating.

Customer acceptance. Be as simple as possible to facilitate customer understanding and acceptance.

Fairness. Provide for each customer class to pay its proportionate share of the required revenue in compliance with legal rate-making requirements.

1.3 Overview of Utility Rate Setting Process

Rate studies classically have three categories of technical analysis – the development of revenue required from rates, the allocation of costs among functional cost categories (cost-of-service analysis) and the design of a rate structure. An overview of the rate-setting analytical steps is shown in Figure 1-1.

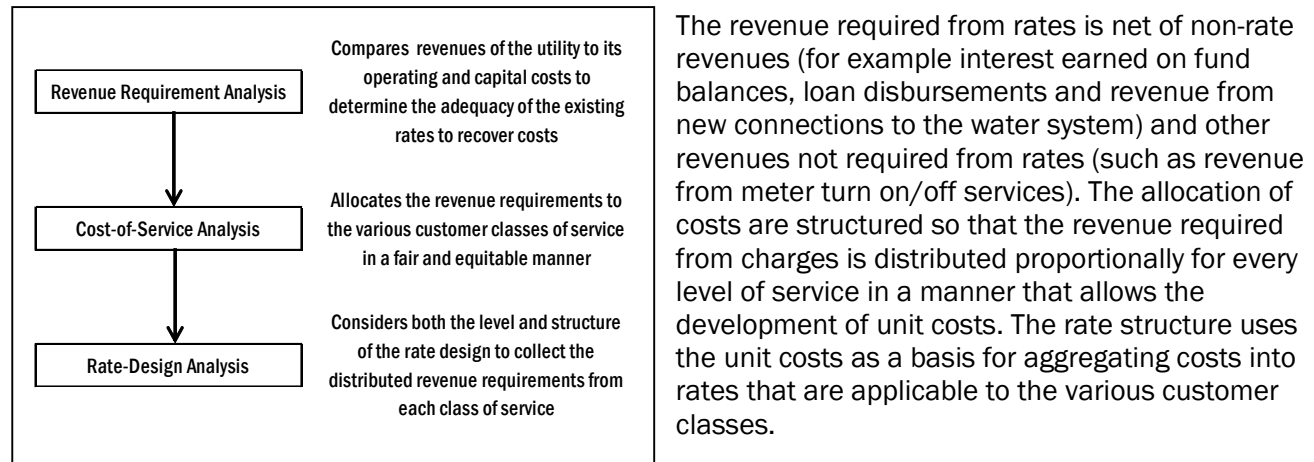


Figure 1-1. Overview of Rate Setting Analytical Steps

Information and data for the development of water rates and preparation of this report comes from several documents provided by the City. The list of documents, and the key information and data from each used in this study, are summarized below.

City of Pittsburg Fiscal Year 2017-18 Adopted Budget and Accounting Reports. This document shows the recommended FY 2017-18 Annual Budget. In addition to the published Budget, the City provided detailed expenditure and revenue data in separate expenditure and revenue reports from its accounting system. The water enterprise fund is funded primarily from user charges.

City of Pittsburg Municipal Code. Ordinances relating to the water enterprise are codified in various sections of Title 13, Division 1, of the Pittsburg Municipal Code listed below:

- 13.04 City Duties and Responsibilities
- 13.08 Water Service Connections
- 13.10 Collection of Contra Costa Water District's Facilities Reserve Charge
- 13.12 Water Rates
- 13.14 Regulations for the Control of Backflow and Cross Connections to the City's Water System
- 13.16 Consumer Deposits – Service Beyond the City
- 13.18 Water Conservation

City of Pittsburg 2015 Water System Master Plan Final Draft December 2015 (2015 Water Master Plan). The 2015 Water Master Plan summarizes the City's existing distribution system infrastructure, and documents the City's acceptable design criteria and current growth assumptions. The master plan documents the capacity evaluation of the existing system and lists facility improvements needed to meet the water demand needs of existing users, as well as the needs of planned future developments. Finally, the master plan includes a capital improvement program and a cost allocation analysis.

5-Year Capital Improvement Program (5-Year CIP). The 5-Year CIP is a multi-year planning instrument for the construction of new and expansion, rehabilitation, or replacement of existing City owned assets. The 5-Year CIP is used by City staff members as a guide for project prioritization to accomplish community goals. The Program is updated annually to account for projects that have been completed, changing priorities, new priorities, and funding availability. The current 5-Year CIP is for Fiscal Years 2017/18 through 2021/22.

Utility Billing System data. Monthly water use data for each of the City's metered accounts, for the period July 2016 through June 2017, were provided in an Excel file. Each account record had descriptive information of the account's customer class, meter size and elevation pressure zone.

Policy and Procedures. Policy and procedures relating to the water enterprise are codified in various sections of the Pittsburg Municipal Code and in policies adopted by the City. Policy and procedures relating to the water enterprise are listed below.

- Capital Assets Policy and Procedures
- Debt Management Policy (June 2012)
- Fiscal Sustainability and Reserve Funds (PMC Title 3, Chapter 3.26)

1.4 Water Enterprise Funds

The water enterprise fund accounts for activities that are financed and operated in a manner similar to private business enterprises. The City Council has determined that the costs of providing water services to the public be recovered primarily through user charges.

The Water Utility Fund accounts for the revenues and expenses associated with management, operation, and maintenance of water treatment and distribution system to water customers of the City of Pittsburg. It also accounts for the maintenance of water plant, distribution reservoirs, and water lines.

The city has 11 funds in the water enterprise. The purpose of each fund is summarized below.

Fund 501: Water Operations

Funds 502 – 511 (10 funds): Water Facility Reserves for various asset groups.

Revenue from water charges are accrued in Fund 501. This study models cash flow in Fund 501 only. Cash flow in funds for Water Facility Reserves ensure that Water Facility Reserve Charges are allocated to the appropriate asset group.

1.5 Pittsburg Water Utility

The City of Pittsburg provides potable water service to approximately 18,500 residential, commercial, industrial, and institutional accounts.

The City of Pittsburg is located on the eastern side of California's San Francisco Bay in Contra Costa County. It is bound on the north by the Suisun Bay, the City of Antioch on the east, and is surrounded by undeveloped hills to the south and the Concord Naval Weapons Station on the west. The area included in this study is outlined by the City of Pittsburg Urban Limit Line (ULL). The City currently provides domestic water service to the currently developed areas within the ULL and plans to provide service to the anticipated growth areas when they become developed.¹

The City's municipal water system consists of a water treatment facility, groundwater wells, storage reservoirs, pump stations, over 214 miles of transmission and distribution mains, fire hydrants, and pressure reducing valves. The City's service area is currently divided into five existing pressure zones servicing elevations from sea level in Zone 1 to 510 feet in Zone 4 West, and will eventually be expanded to twelve pressure zones (including Zone 5 and Zone 6) to service anticipated future developments in the southeast and southwest hills. The existing pressure zones are interconnected and include 8 storage reservoirs and 7 booster stations. Existing System by Pressure Zone from Water System Master Plan. In addition, 5 major PRVs provide increased supply reliability for Zone 1.

¹ Water service to Bay Point, in the northwest, and other unincorporated areas is provided by California Cities Water Company, who also receive their water from the Contra Costa Water District.

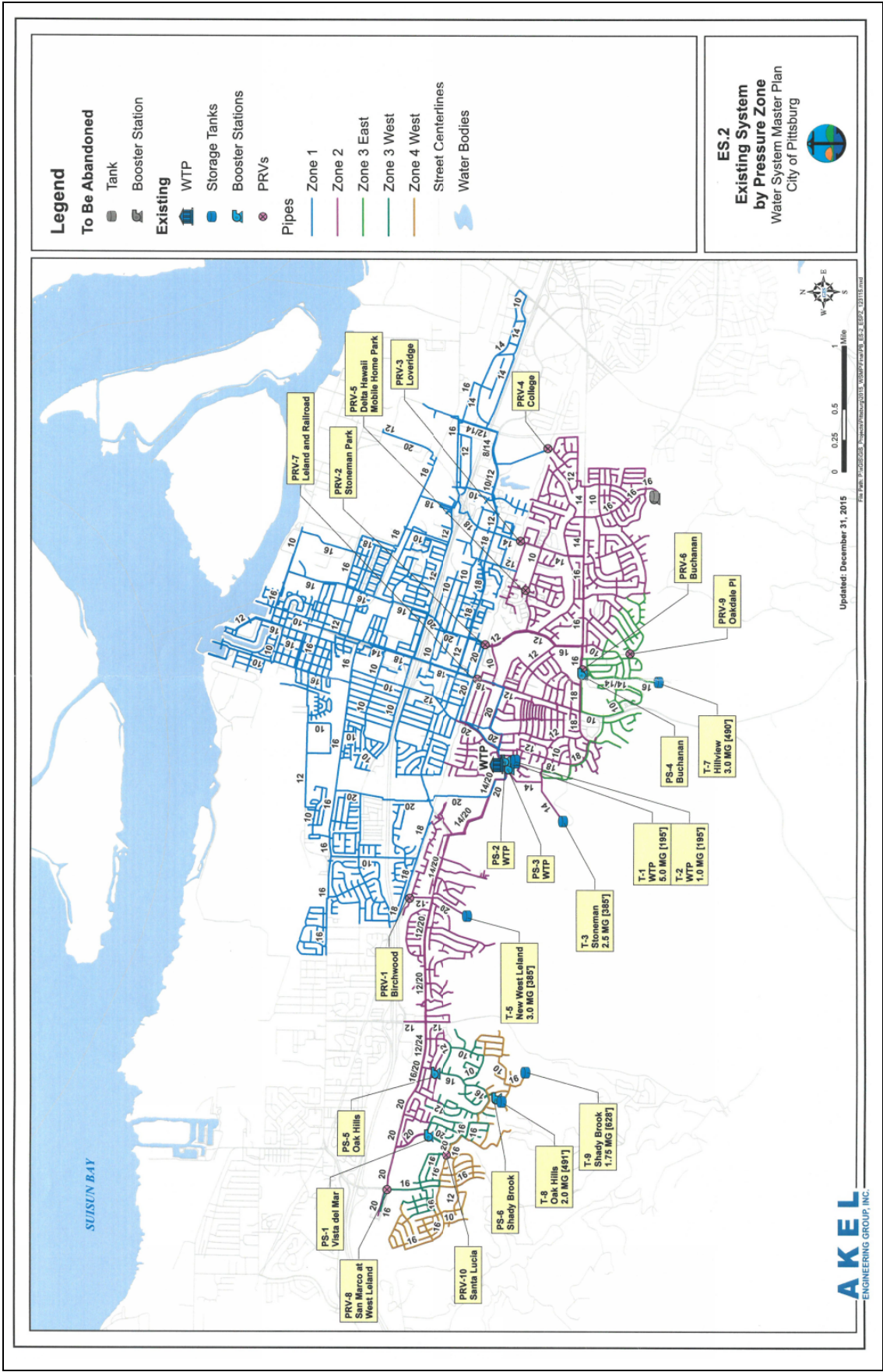


Figure 1-2. Existing System by Pressure Zone from Water System Master Plan

The City has two sources of supply: surface water from the Contra Costa Canal, and groundwater extracted from two active wells in the central part of the City. Water from both sources is conveyed to the City's water treatment plant where it is first treated, and then conveyed to the distribution system. The City receives water from the Contra Costa Canal in accordance with an agreement with the Contra Costa Water District. The City's water treatment plant has a hydraulic design capacity of 32 million gallons per day (MGD), and is currently limited by the California Department of Public Health (CDPH) to 12 MGD when the water temperature is less than 10 degrees Celsius (50 degrees Fahrenheit), which has not occurred; and 28 MGD when the water temperature is less than 20 degrees Celsius (68 degrees Fahrenheit), which usually occurs between the months of November and April. The City's water treatment plant currently operates at 6 to 18 MGD.

1.6 Current Water Rates

Water rates are established per Title 13 (Waters and Sewers), Division I (Water Regulations) of the Pittsburg Municipal Code (PMC). Water rates were last increased on January 1, 2017. The City's current water use (quantity) rates, water meter service rates and fire line service rates and are shown in the sidebar. The City bills water accounts monthly.

Table 1-1. Current Water Rates

Quantity Rates, \$/HCF		Quantity Rates, \$/HCF		Meter Service, \$/meter-month		Fire Line Service, \$/connection-month	
Non-residential		Senior		5/8 x 3/4-inch or 3/4-inch	\$24.29	Commercial	
Zones 1 and 2	\$4.17	Tier 1	0 - 4 HCF	1-inch	\$53.03	2-inch or smaller	\$24.95
Zone 3	\$4.23	Zones 1 and 2	\$1.40	1½-inch	\$101.09	3-inch	\$48.29
Zone 4	\$4.25	Zone 3	\$1.46	2-inch	\$158.68	4-inch	\$74.59
Zones 5 and 6	\$4.27	Zone 4	\$1.48	3-inch	\$312.25	6-inch	\$147.48
Single Family		Zones 5 and 6	\$1.50	4-inch	\$485.02	8-inch	\$264.22
Tier 1	0 - 14 HCF	Tier 2	5 - 14 HCF	6-inch	\$965.08	10-inch	\$424.65
Zones 1 and 2	\$3.56	Zones 1 and 2	\$3.56	8-inch	\$1,733.09	Residential	\$24.29
Zone 3	\$3.62	Zone 3	\$3.62	10-inch	\$2,789.05		
Zone 4	\$3.64	Zone 4	\$3.64				
Zones 5 and 6	\$3.66	Zones 5 and 6	\$3.66				
Tier 2	> 14 HCF	Tier 3	> 14 HCF				
Zones 1 and 2	\$5.27	Zones 1 and 2	\$5.27				
Zone 3	\$5.33	Zone 3	\$5.33				
Zone 4	\$5.35	Zone 4	\$5.35				
Zones 5 and 6	\$5.37	Zones 5 and 6	\$5.37				

Each water account has one or more meters and each meter is billed for metered water use at the rates shown (except fire service accounts which are not billed for water use).

Qualifying senior citizens are eligible for reduced water rates per a special exemption provision in PMC Section 13.12.035. The quantity rate for first tier 0 – 4 HCF of water use for Senior customers was designated by the City as 40 percent of the Single Family first tier rate.

Residential customers with water meters increased to 1-inch to accommodate a combined domestic-fire sprinkler system are charged the ¾-inch meter charge. Water use by fire line service meters is charged at the nonresidential quantity rate.

City of Pittsburg Resolution 09-11335 stated, "The 'new' Municipal well rate for the City of Pittsburg's water consumption and the meter charge will be set at 30% of the non-residential rate." Quantity and meter service rates for Municipal connections are not listed in the table above but are derived from the non-residential quantity rates and meter service rates shown in the table.

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Section 2

User Characteristics

The purpose of this section is to summarize the identification of residential and nonresidential users and their corresponding water use characteristics. The data used in this section comes from the City's utility billing system.

2.1 FY17 Water Deliveries

Historical water delivery and service connection data for July 2016 through June 2017 (FY17) was gathered from the City's billing system. Detailed water delivery and service connection data is summarized in Table A-1a of Appendix A. Water delivery and service connection data for Municipal accounts is summarized in Table A-1b of Appendix A. Metered water deliveries by customer class and month for FY17 are shown in Figure 2-1 in units of hundred cubic feet (HCF). Total water deliveries for FY17 were approximately 3,100,000 HCF.

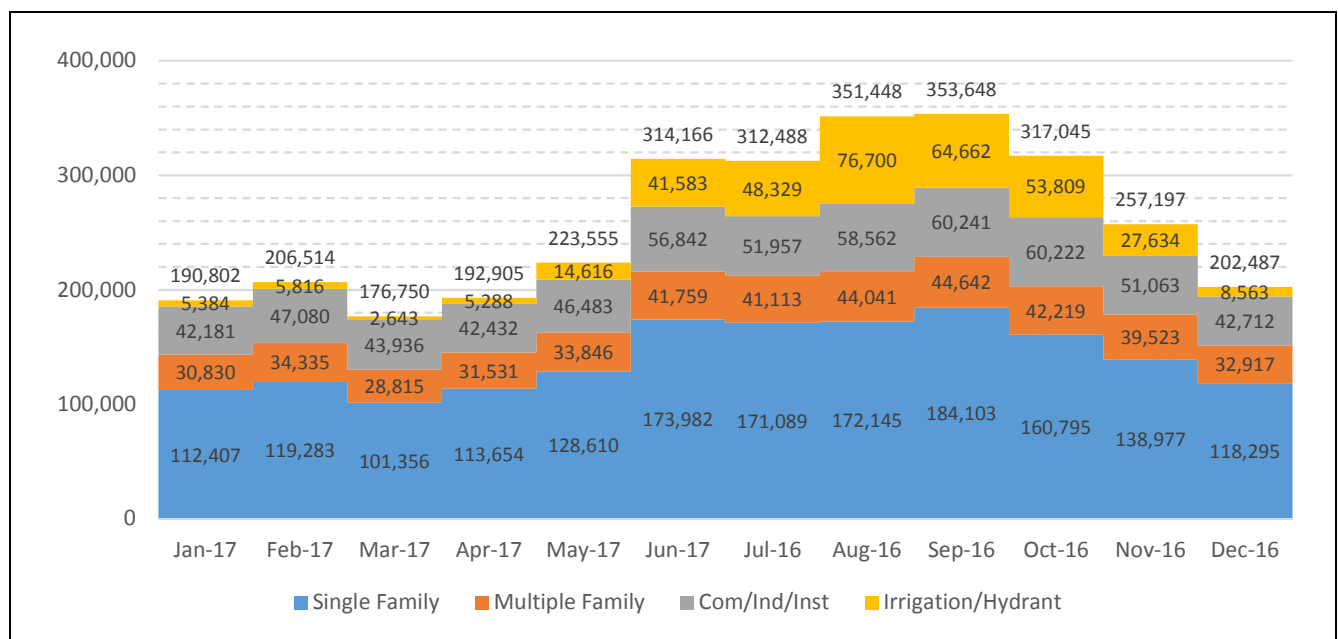


Figure 2-1. Metered Water Use by Customer Class and Month for FY17

Water delivery projections for FY18 – FY23 are based upon the net impact of two variables: 1) increase in water use due to the growth in the number of metered accounts; and 2) decrease in water use due to conservation. Growth in the number of metered accounts includes approximately 300 single family connections per year. Projected water use for FY18 – FY21 is based on a percent reduction from the previous years' value. Metered water use for single family accounts for FY18 – FY21 are projected to be similar to FY17 levels. Reductions in metered water use are projected to be 1 percent per year for all other customer classes. Detailed water delivery is summarized in Table A-2a of Appendix A. Water delivery data for Municipal accounts is summarized in Table A-2b of Appendix A. Projected metered water deliveries, by customer class (excluding Municipal use), are shown in the figure below.

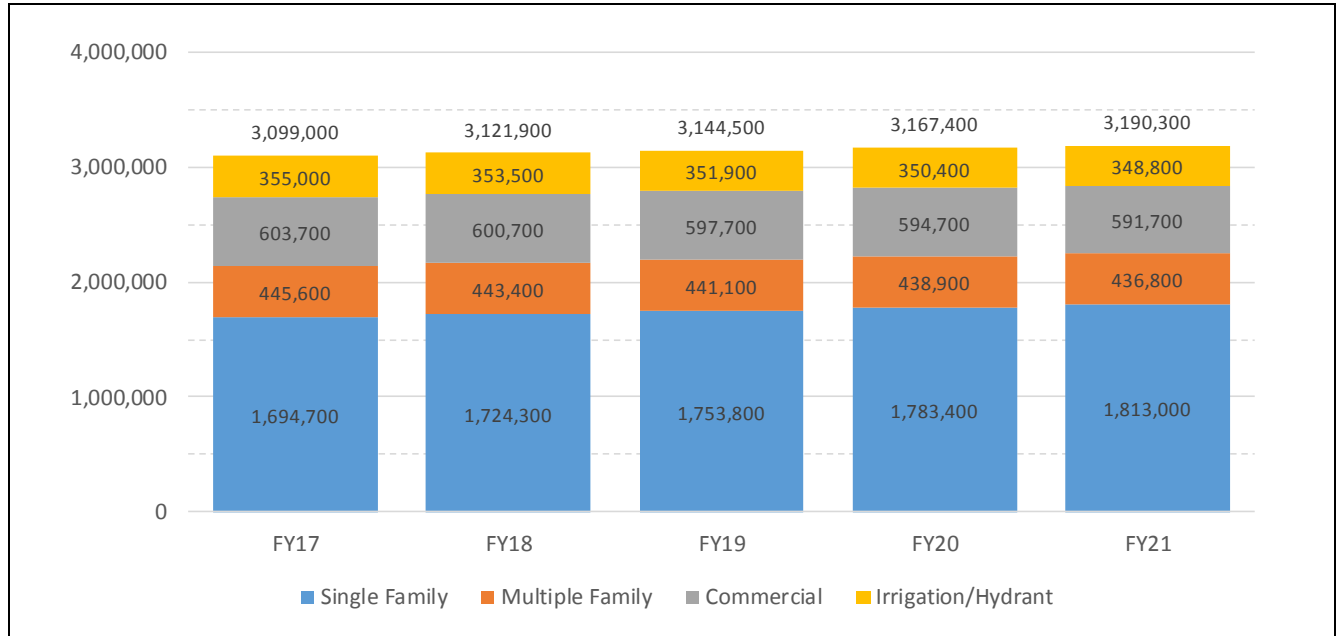


Figure 2-2. Projected Metered Water Use by Customer Class

2.2 Evaluation of Water Use by Customer Class and Pressure Zone

FY17 data from the City's Utility Billing System summarizing water use, by customer class (excluding Municipal use) and elevation zone, are shown in the figures below. The annual units of water demand shown in the customer class figure (3,100,000 HCF) are equivalent to approximately 6.3 million gallons per day. Water use (excluding Municipal use) for FY17 by pressure zone excludes water used through fire hydrants.

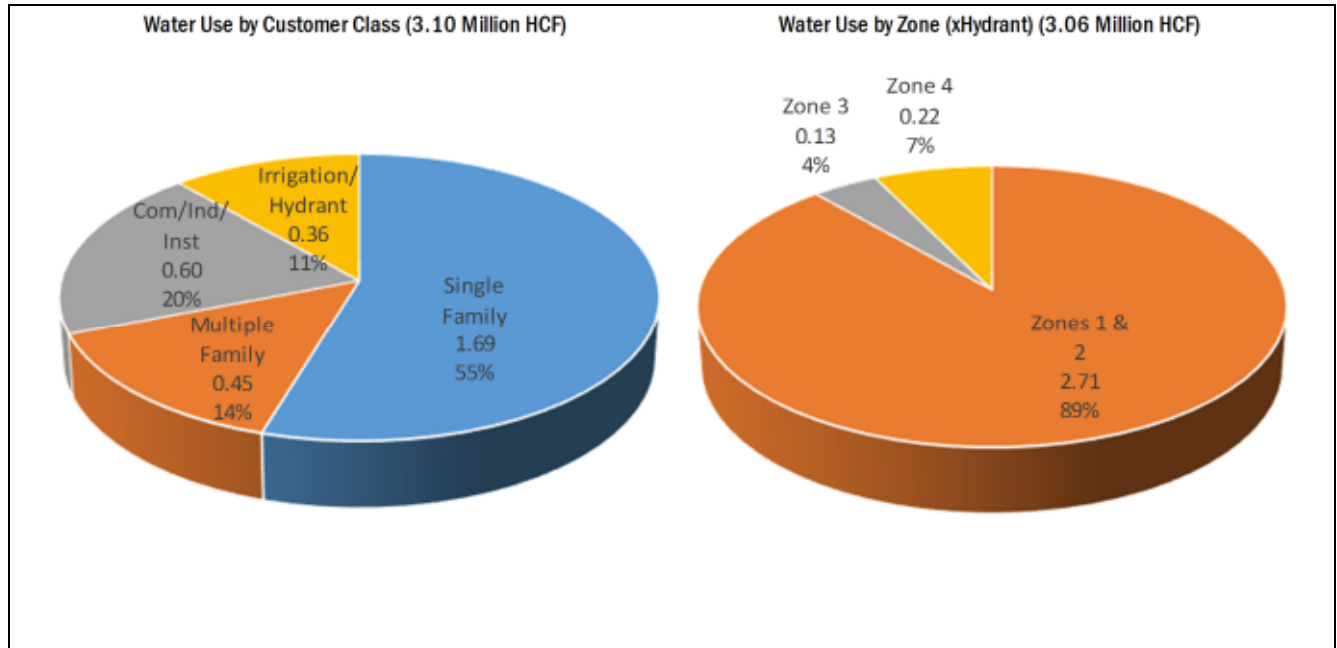


Figure 2-3. FY17 Water Use by Customer Class and Elevation Zone

FY17 data from the City's Utility Billing System summarizing the number of meters by customer class and size, is shown in the figure below.

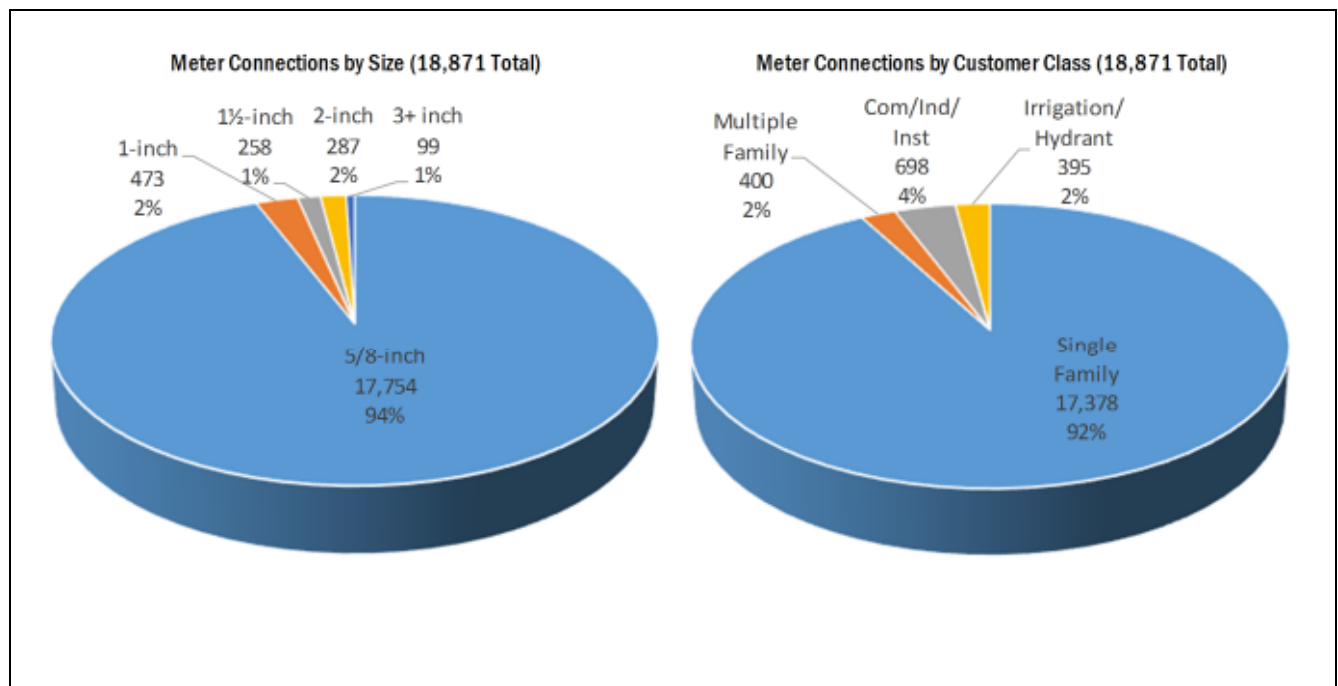


Figure 2-4. FY17 Meter Connections by Customer Class and Size

2.3 Evaluation of Water Use by Block for Single Family Residential

Annual average water use is a commonly used as a break point for inclining block rate structures for single family residential accounts. An inclining block rate structure is a schedule of rates applicable to blocks of increasing usage in which the usage in each succeeding (higher usage) block is charged a higher unit rate than in the previous block. In this study, a two-block structure, with the first block including water use equal to or below annual average water use, will be evaluated. Note that the terms “block” and “tier” will be used interchangeably.

Average monthly water use for single family residential accounts for the 12-month period ending June 2017 is shown below in Figure 2-5. Single Family annual average water use for FY17 was approximately 8.2 HCF per month.

The tier break point for current water rates (14 HCF) was developed in 2005 using utility billing data from 2001 – 2003. Single Family annual average water use for those three years was approximately 14 HCF per month. Single family water use declined by approximately 40 percent since 2003.

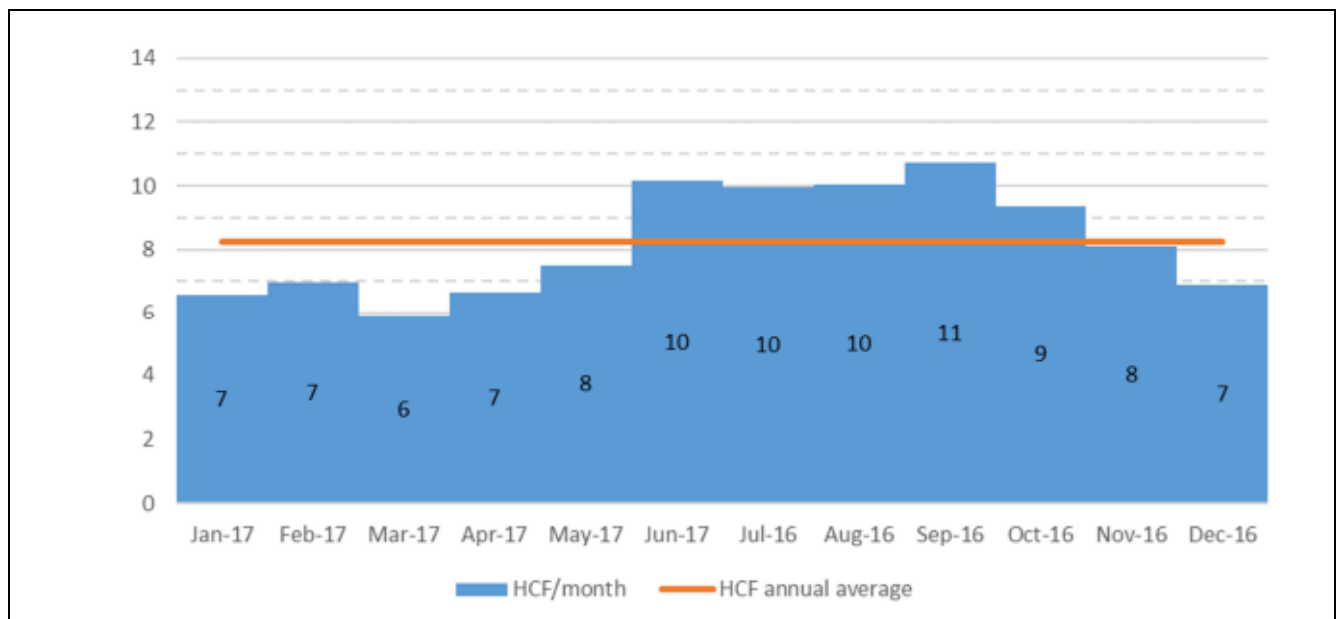


Figure 2-5. Single Family Residential Average Monthly Water Use, HCF

Using a first block with water use less than or equal to 9 HCF, water use in each block was calculated for the 12-month period ending June 2017. On an annual basis, the first block, Tier 1, contains approximately 72 percent of all water use. The next block Tier 2, contains approximately 28 percent of all water use. Water use is shown below in Figure 2-6.

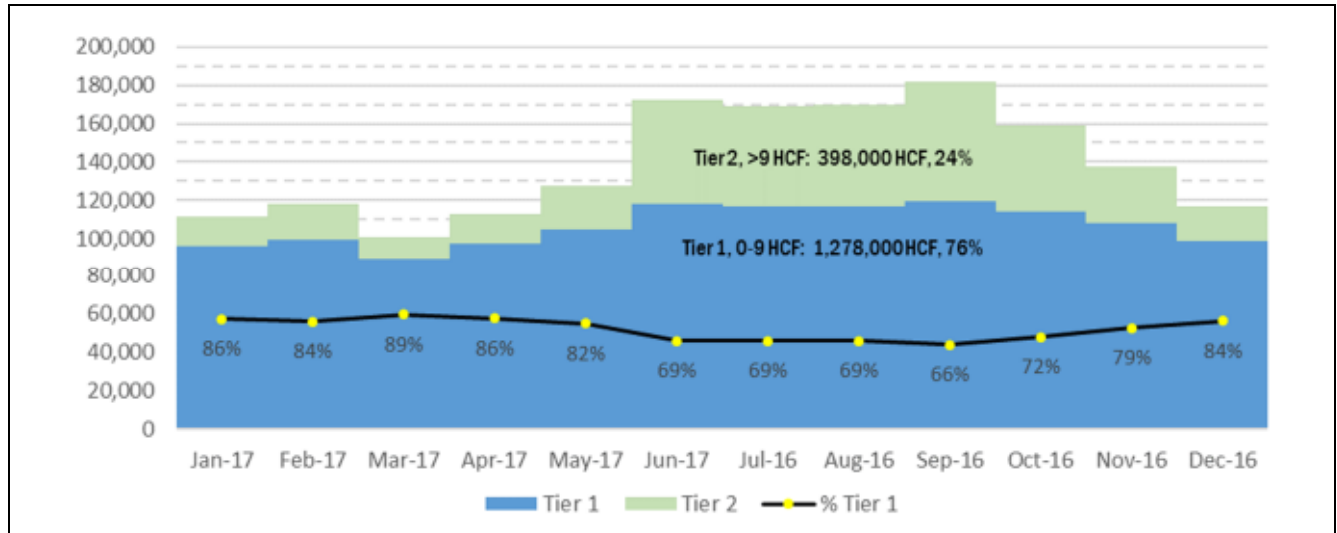


Figure 2-6. Single Family Residential Projected Tier Water Use, HCF

Using the tier break point for current water rates (14 HCF) that was developed in 2005, the first block, Tier 1, contains approximately 89 percent of all water use. The next block Tier 2, contains approximately 11 percent of all water use. Water use is shown below in Figure 2-7. Update of the tier break point will shift recovery of revenue from quantity charges from 15 percent to 30 percent of total quantity charge revenue from Single Family customers.

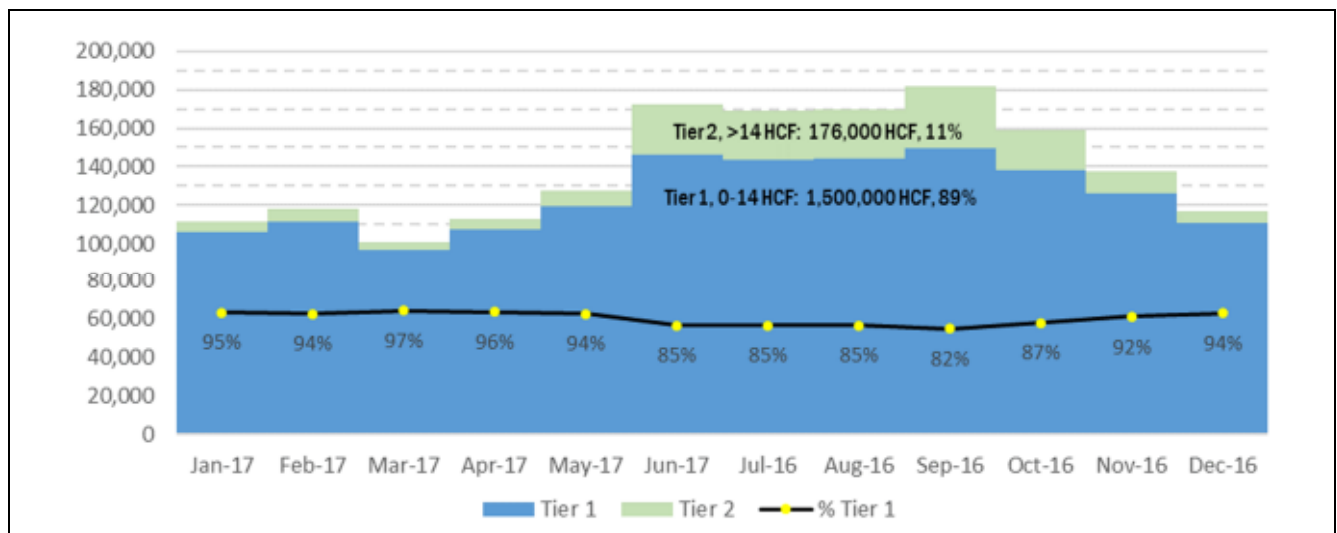


Figure 2-7. Single Family Residential FY17 Tier Water Use, HCF

2.4 Water Meter Equivalency Factors

Meter charges for meter sizes greater than $\frac{5}{8} \times \frac{3}{4}$ -inch (0.625 inches) are based, in part, on an "equivalency factor" that relates the design maximum flow capacity of a meter (in gallons per minute, gpm) to that of a standard 0.625-inch meter. The water meter service charge ratios (equivalency factors) and maximum flow capacity used in this study are shown in the table below and are based on values published by the California Public Utilities Commission Water Division.

The equivalency factors used in the development of current service charges are not known but may be approximated by calculating the ratio of the monthly charges for each meter size in relation to the monthly charge for a 0.625-inch meter. The implied equivalency factors based on the current service charges are shown in the table below for comparison to those used in this study.

Table 2-1. Water Meter Equivalency Factors

Meter Size	Recommended Maximum Flow Capacity	Meter Capacity Ratios*	Current Meter Capacity Ratios
0.625	20	1	1
1	50	2.5	2.2
1.5	100	5	4
2	160	8	7
3	320	16	13
4	500	25	20
6	1000	50	40
8	1800	90	71
10	2900	145	115

** Source: California Public Utilities Commission Water Division, Standard Practice U-7-W, "Rate Design For Water And Sewer System Utilities Including Master Metered Facilities", July 2006*

2.5 Water Meters

The projected number of water meters, by size, was based on data from the City's utility billing system as of June 2017. Detailed FY17 data is in Table A-3a of Appendix A. Detailed FY17 data for Municipal accounts is shown in Table A-3b of Appendix A.

Detailed projection data is shown in Table A-4a of Appendix A. Detailed projection data for Municipal accounts is shown in Table A-4b of Appendix A. Values from the utility billing system and the projected number of meters for FY18 – FY21 (excluding Municipal meters) are summarized in the table below.

Table 2-2. Projected Number of Water Meter Connections

Meter Size (inches)	Actual FY17	Projected			
		FY18	FY19	FY20	FY21
0.625	17,707	18,007	18,307	18,607	18,907
1	520	520	520	520	520
1.5	258	258	258	258	258
2	287	287	287	287	287
3	70	70	70	70	70
4	18	18	18	18	18
6	10	10	10	10	10
8	0	0	0	0	0
10	1	1	1	1	1
Totals	18,871	19,171	19,471	19,771	20,071

The equivalent number of water meters was developed using water meter equivalency factor. The projected number of equivalent number of water meters for FY18 – FY21 are shown in Table A-5 of Appendix A and in the table below.

Table 2-3. Projected Number of Equivalent Water Meters

Meter Size	Maximum Flow Capacity	Meter Capacity Ratios*	Actual FY17	Projected			
				FY18	FY19	FY20	FY21
0.625	20	1	17,707	18,007	18,307	18,607	18,907
1	50	2.5	1,300	1,300	1,300	1,300	1,300
1.5	100	5	1,290	1,290	1,290	1,290	1,290
2	160	8	2,296	2,296	2,296	2,296	2,296
3	320	16	1,120	1,120	1,120	1,120	1,120
4	500	25	450	450	450	450	450
6	1000	50	500	500	500	500	500
8	1800	90	0	0	0	0	0
10	2900	145	145	145	145	145	145
Totals			24,808	25,108	25,408	25,708	26,008

* Source: California Public Utilities Commission Water Division, Standard Practice U-7-W, "Rate Design For Water And Sewer System Utilities Including Master Metered Facilities", July 2006.

2.6 Fire Line Service Connections

The projected number of fire line service connections, by size, was based on data from the City's utility billing system as of June 2017. Values from the utility billing system and projected number of connections for FY18 – FY21 are shown in Table A-6 of Appendix A and in the table below.

Table 2-4. Projected Number of Fire Line Service Connections

Connection Type	Demand Factor [2]	Actual FY17	Projected [1]			
			FY18	FY19	FY20	FY21
Public Fire Protection						
Fire Hydrants	111.3	1,500	1,520	1,540	1,560	1,580
Equivalent Connections		166,966	169,193	171,419	173,645	175,871
Private Fire Protection Service						
Connections						
2-inch or smaller		7	7	7	7	7
3-inch		0	0	0	0	0
4-inch		58	58	58	58	58
6-inch		86	88	90	92	94
8-inch		27	27	27	27	27
10-inch		6	6	6	6	6
Totals		184	186	188	190	192
Equivalent Connections						
2-inch or smaller	6.2	43	43	43	43	43
3-inch	18.0	0	0	0	0	0
4-inch	38.3	2,223	2,223	2,223	2,223	2,223
6-inch	111.3	9,573	9,795	10,018	10,241	10,463
8-inch	237.2	6,405	6,405	6,405	6,405	6,405
10-inch	426.6	2,559	2,559	2,559	2,559	2,559
Totals		20,803	21,025	21,248	21,471	21,693
Summary						
Public Equivalent Connections		166,966	169,193	171,419	173,645	175,871
Private Equivalent Connections		20,803	21,025	21,248	21,471	21,693
Total		187,769	190,218	192,667	195,116	197,564
1 The number of new connections per year are listed below. All values provided by the City.						
			FY18	FY19	FY20	FY21
Public Fire Hydrants			20	20	20	20
Private						
2-inch or smaller			0	0	0	0
3-inch			0	0	0	0
4-inch			0	0	0	0
6-inch			2	2	2	2
8-inch			0	0	0	0
10-inch			0	0	0	0
Totals			2	2	2	2
2 Demand factors are based on the nominal connection size raised to the 2.63 power as explained in the AWWA M1 Manual.						
All Fire Hydrants are assumed to have a 6.0-inch connection.						

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Section 3

Revenue Required from Water Rates

Revenue from water rates must adequately fund water utility operations, capital costs, reserves, and bonded debt related to the provision of water service. The City established Water Fund 501 as a Water Operations Fund that accounts for the revenues and expenditures related to providing water service through approximately 18,800 services. The cost of treating the water, transporting it and maintaining the distribution infrastructure, including 214 miles of mainlines, is also accounted for in this fund. The Water Fund includes the following programs: Water Lines, Water Purification, and Finance/Utility Billing.

A separate set of funds for Water Facility Reserves (Funds 502 – 511) ensure that Water Facility Reserve Charges are allocated to the appropriate asset group.

3.1 Current Water Rates and Revenue from Rates

Elevation Zone, Water Quantity, Meter Service and Fire Line Service charges (Water Rates) were adopted in Resolution No. 14-12075 effective March 1, 2014. Subsequent increases were effective every January 1 for the next three years, beginning in 2015 and ending in 2017.

Service Type	Revenue	%
Quantity Rates	\$11,578,000	62.7%
Meter Service	\$6,558,000	35.5%
Fire Line Service	\$321,000	1.7%
Total	\$18,457,000	100%

Estimated revenues from Water Rates for FY17, based on rates that went into effect January 1, 2017, are shown in the adjacent table. Note that revenue from Quantity charges comprise approximately 63 percent of total revenue from rates.

3.2 Projected Expenditures

Budgeted and projected expenditures are shown in the table below. All actual and budgeted expenditure values were provided by the City. Projected operating expenditures are based on annual escalation rates provided by the City. A new, separate category of Capital Improvement Program (CIP) expenditures for pipe Repair and Replacement (R/R) is included in the list of expenditures.

Table 3-1. Water Fund 501 Budgeted and Projected Expenditures

All Values in \$1000 Expense Category	FY18	FY19	FY20	FY21	Annual Percent Increase		
					FY19	FY20	FY21
44101 Water Lines	3,980	4,100	4,220	4,350	3.0%	3.0%	3.0%
44111 Water Purification							
Labor/Supplies	3,760	3,870	3,990	4,110	3.0%	3.0%	3.0%
Raw Water	5,940	6,360	6,810	7,150	7.0%	7.0%	5.0%
Chemicals/Gas/Water	720	760	800	840	5.0%	5.0%	5.0%
Electric	750	800	850	900	6.0%	6.0%	6.0%
40121 Finance/Utility Billing	1,430	1,470	1,510	1,560	3.0%	3.0%	3.0%
44131 Debt Service							
2016A Bonds	2,199	2,523	2,515	2,504	not applicable		
2014 I-Bank	649	648	647	646	not applicable		
Projected	0	0	0	0	not applicable		
44254 CIP - Improvements	400	410	420	430	2.5%	2.4%	2.4%
44255 CIP - Infrastructure	80	1,000	1,000	800	1150%	0%	-20%
CIP - Pipe R/R	2,100	2,210	2,320	2,440	5.2%	5.0%	5.2%
44999 Transfers In/(Out)	620	640	660	680	3.0%	3.0%	3.0%
Total	22,628	24,791	25,742	26,410	10%	4%	3%
Annual \$ Increase		2,163	951	669			

Projected annual CIP funding for underground pipe R/R is summarized in the figure below. Annual funding is for accrual in a restricted reserve. Annual funding requirements are based on the expected useful life of pipe segments and the future cost of repair or replacement. Funding requirements totaling \$9.07 million are included in revenue required from rates for FY18 – FY21.

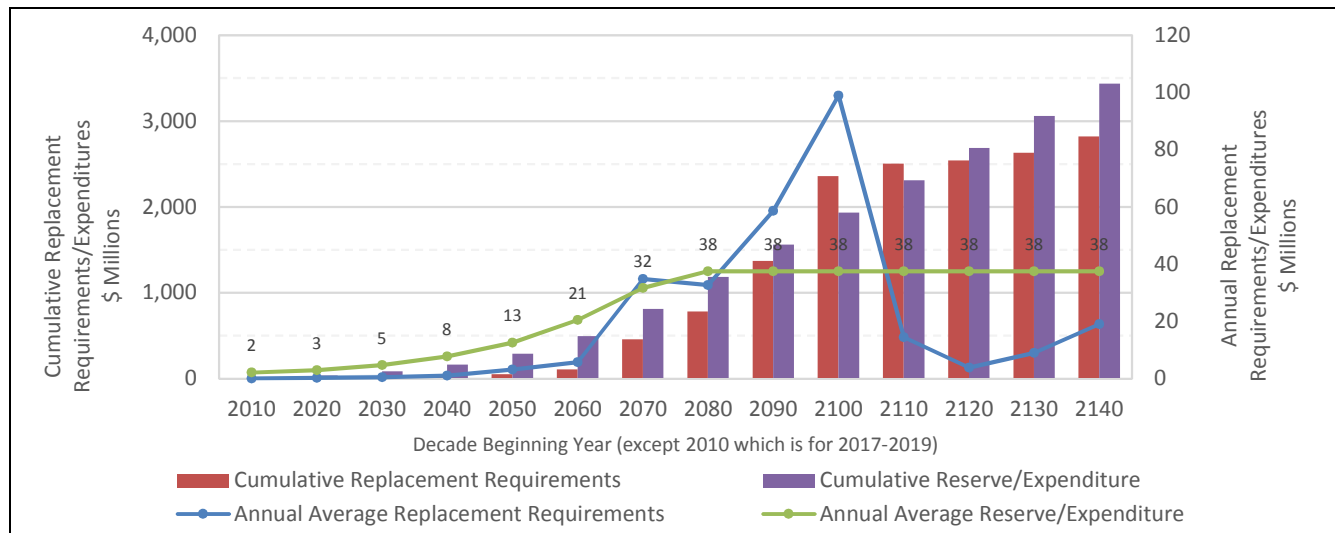


Figure 3-1. Projected Funding for Pipe Repair and Replacement

3.3 Projected Revenues, Cash Flow and Debt Service Coverage

The City plans to fund its projected operating and capital expenditures through a mix of revenues from water rates, other operating and nonoperating revenues, and use of fund balance. Approximately 92 percent of revenues are from water rates. The table below shows projected revenues, fund balances, debt service coverage and operating reserve level targets. Note that revenues from "Transfer in from Sewer Fund & Card Trans Fees" are included to offset Finance/Utility Billing expenditures for the Sewer Fund that are included in Water Fund 501 include expenditures.

Table 3-2. Projected Revenues, Cash Flow and Debt Service Coverage

Fund 501	FY18	FY19	FY20	FY21	Totals FY18-FY21
Beginning Cash Balance, July 1 *	13,743	9,596	7,681	6,257	
Revenues					
Water Service Charges	19,953	21,326	22,645	24,178	88,102
less: phase-in of tier break reductions	(307)	(228)	(158)	(92)	(784)
Other Fees & Revenue Adjustments	979	999	1,029	1,060	4,066
Transfer in from Bond Proceeds	277				277
Transfer in from General Fund	43	43	43	43	172
Transfer in from Sewer Fund & Card Trans Fees	715	736	759	781	2,991
Total Revenues	21,659	22,877	24,318	25,970	94,823
Expenditures					
Water Lines	3,980	4,100	4,220	4,350	16,650
Water Purification	11,170	11,790	12,450	13,000	48,410
Finance/Utility Billing	1,430	1,470	1,510	1,560	5,970
Debt Service	2,848	3,171	3,162	3,150	12,330
Capital Projects (net of loan disbursements)	2,580	3,620	3,740	3,670	13,610
Total Expenditures	22,008	24,151	25,082	25,730	96,970
Transfers	620	640	660	680	2,600
Net Revenues	(968)	(1,914)	(1,424)	(440)	(4,747)
Ending Cash Balance, June 30 *	12,775	7,681	6,257	5,817	
Encumbered CIP FY18					
CIP - Carryover Revenue	824				
CIP - Carryover Expense	4,003				
CIP - Net Carryover Revenue	(3,179)				
Available Cash Balance, July 1 *	9,596				
Debt Service Coverage					
Adjusted Net Revenues	4,459	4,877	5,478	6,380	
Debt Service	2,848	3,171	3,162	3,150	
Coverage Ratio	1.57x	1.54x	1.73x	2.03x	
\$ Over/(Under) 1.25 Coverage Reqt	900	913	1,526	2,442	
Operating Reserve Target					
Operating Expenses					
Water Lines	3,980	4,100	4,220	4,350	
Water Purification	11,170	11,790	12,450	13,000	
Finance/Utility Billing	1,430	1,470	1,510	1,560	
Transfer in from Sewer Fund & Card Trans Fees	(715)	(736)	(759)	(781)	
Net Operating Expenses	15,865	16,624	17,421	18,129	
30% of Net Operating Expenses	4,760	4,987	5,226	5,439	
Calculated Available Cash Reserve Percentage	60%	46%	36%	32%	

* Cash is unrestricted cash in short term notes or cash. FY18 Beginning balance and Encumbrance data was provided by the Finance Division Manager on 9/5/17.

Debt service coverage ratios exceed the minimum ratio of 1.25 in all years. Operating reserves exceed the policy target level of 30 percent of Operating expenses in all years.

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Section 4

Allocation of Costs

The total amount of revenue required from water rates is allocated between amounts to be recovered from Elevation Zone, Water Quantity, Meter Service and Fire Line Service charges. Allocation is accomplished by the development of factors that allocate costs among functional cost categories.

4.1 Base – Extra Capacity Cost Allocation

Allocation of functional costs to cost components is performed using the “base-extra capacity” method. Using this method, costs are separated into six cost components. Each component is described below.³

1. Base costs – costs that tend to vary with the total quantity of water used plus those O&M expenses and capital costs associated with service to customer under average demand conditions;
2. Extra-capacity costs – costs associated with meeting peak demand rate of use requirements in excess of average (base) use and include O&M expenses and capital costs for system capacity beyond that required average rate of use; these costs are subdivided into costs necessary to meet maximum-day extra demand and maximum-hour demand in excess of maximum-day demand;
3. Electricity costs for pump station operation – electricity costs associated with pumping water to higher elevations zones;
4. Customer costs – costs associated with serving customers, irrespective of the amount or rate of water use; these costs include those for meter reading and billing, customer accounting and collection, and financial and regulatory reporting;
5. Meter Size-related costs – costs associated with serving customers, contingent on the amount or rate of water use; these costs include maintenance and capital costs related to customer meters and services;
6. Fire protection – costs that apply solely to the fire protection function; these costs include those directly related to public fire hydrants and related branches and mains; and private fire protection costs.

4.2 Allocation of Costs to Functional Categories

The total amount of revenue required from water rates is allocated between amounts to be recovered from Elevation Zone, Water Quantity, Meter Service and Fire Line Service charges. Allocation is accomplished by the development of factors that allocate costs among functional cost categories.

The functional cost categories and the allocations are based on principles and methodology found in the American Water Works Association Manual of Water Supply Practices, *M1 Principles of Water Rates, Fees, and Charges*. The use of these industry standard principles and methods ensures that revenue requirements are equitably recovered from classes of customers in proportion to the cost of serving those customers.

³ A more complete discussion of functional cost categories as they apply to the base-extra capacity method may be found in the American Water Works Association, *Manual of Water Supply Practices, M1 Principles of Water Rates, Fees, and Charges*, 2012 Sixth Edition, page 62.

The cost of service allocation process includes the following steps:

1. Identification of annual revenue requirements by function;
2. Allocation of functional costs to cost components (which may include annual water usage, peak water demand, customer meters and bills, and fire protection);
3. Development of units of service by customer class for each cost component;
4. Development of unit costs of service for each cost component; and
5. Distribution of costs to customer classes.

The development of cost allocation percentages for the base year are shown in detail in Appendix B. Tables in Appendix B include Table B-1 (Water System "Plant in Service" Factors, Table B-2 (Water Fund FY 2017-18 Cost Allocations), Table B-3 (Evaluation of Jul-15 to Jun-16 Electricity Use and Water Use by Zone), and Table B-4 (Projected Electricity Use and Water Use by Zone).

Allocation of revenue required from rates to functional cost categories are summarized in the table below.

Table 4-1. Allocation of Costs to Functional Categories

Item	FY18	FY19	FY20	FY21
Revenue Required from Water Rates (x\$1000)				
Expenditures	22,628	24,791	25,742	26,410
Add/(Use) Fund Balance	-1,160	-2,230	-1,785	-773
Total	21,468	22,561	23,957	25,637
Percent Allocations				
Commodity Base	43%	43%	43%	43%
Charges Extra Capacity	20%	20%	20%	20%
Electricity (Zones 3, 4, 5 and 6)	1%	1%	1%	1%
Meter / Public Fire Protection	17%	17%	17%	17%
Connection Private Fire Protection	2%	2%	2%	2%
Charges Service Laterals/Meters	11%	11%	11%	11%
Customer/Billing	6%	6%	6%	6%
Total	100%	100%	100%	100%
Dollar Allocations				
Commodity Base	9,312	9,787	10,392	11,121
Charges Extra Capacity	4,239	4,455	4,731	5,063
Electricity (Zones 3, 4, 5 and 6)	142	149	158	170
Meter / Public Fire Protection	3,624	3,808	4,044	4,328
Connection Private Fire Protection	450	473	503	538
Charges Service Laterals/Meters	2,415	2,538	2,695	2,884
Customer/Billing	1,300	1,366	1,450	1,552
Total	21,482	22,576	23,973	25,656
Summary				
Dollars				
Commodity Charges	13,693	14,391	15,281	16,354
Meter/Connection Charges	7,789	8,185	8,692	9,302
Total	21,482	22,576	23,973	25,656
Percent				
Commodity Charges	64%	64%	64%	64%
Meter/Connection Charges	36%	36%	36%	36%
Total	100%	100%	100%	100%

4.3 Water Quantity Rates

Allocation of revenue required from rates to functional cost categories shown in the previous table is merged with units of service shown in Section 2 to develop water quantity rates.

The water quantity rates for Residential users are based on allocation of revenue requirements to Residential customers and development of inclining block rates (tiered rates) based on water use below average annual use (Tier 1) and above average annual use (Tier 2). Note that the tier break is recommended to decrease from 14 HCF to 9 HCF due to water conservation within the Residential customer class. Development of inclining block rates for Residential users is shown in the table below.

Table 4-2. Water Quantity Rates - Residential

Item		FY18	FY19	FY20	FY21
Residential Water Use Characteristics					
Average Monthly Water Use, HCF		9.0	9.0	9.0	9.0
Tier Breaks					
Tier 1	0 - 9 HCF	0 - 9 HCF	0 - 9 HCF	0 - 9 HCF	0 - 9 HCF
Tier 2	> 9 HCF	> 9 HCF	> 9 HCF	> 9 HCF	> 9 HCF
Annual Water Use, HCF (differences due to rounding)					
Total		1,724,260	1,753,830	1,783,400	1,812,970
Tier 1		1,314,920	1,337,450	1,359,990	1,382,540
Tier 2		409,350	416,380	423,400	430,430
Residential Revenue Requirements					
Base Cost Allocation					
Total All Users, Dollars		\$9,312,000	\$9,787,000	\$10,392,000	\$11,121,000
Single Family Allocation based on Water Use					
Percent		55%	55%	55%	55%
Dollars		\$5,160,719	\$5,423,964	\$5,759,256	\$6,163,269
Extra Capacity Cost Allocation					
Total All Users, Dollars		\$4,239,000	\$4,455,000	\$4,731,000	\$5,063,000
Single Family Allocation based on Water Use					
Percent		52%	52%	52%	52%
Dollars		\$2,217,621	\$2,330,621	\$2,475,010	\$2,648,694
Residential Inclining Block Quantity Charges, \$/HCF					
Inclining Block Quantity Charges					
Tier 1 (Base Component)					
Dollar Allocation	<i>Current</i>	\$5,160,719	\$5,423,964	\$5,759,256	\$6,163,269
Single Family Water Use in Tier 1	<i>Rate</i>	1,314,920	1,337,450	1,359,990	1,382,540
Tier 1 Quantity Charge	\$3.56	\$3.92	\$4.06	\$4.23	\$4.46
Tier 2 (Extra Capacity Component)					
Dollar Allocation	<i>Current</i>	\$2,217,621	\$2,330,621	\$2,475,010	\$2,648,694
Single Family Water Use in Tier 2	<i>Rate</i>	409,350	416,380	423,400	430,430
Tier 2 Quantity Charge	\$5.27	\$5.42	\$5.60	\$5.85	\$6.15

Development of the water quantity rate for Non-residential users is shown in the table below.

Table 4-3. Water Quantity Rates – Non-residential

Item		FY18	FY19	FY20	FY21
Non-residential Quantity Charges					
Revenue Requirements					
Base Cost Allocation					
Total All Users, Dollars		\$9,312,000	\$9,787,000	\$10,392,000	\$11,121,000
Single Family Allocation based on Water Use					
Percent		45%	45%	45%	45%
Dollars		\$4,151,281	\$4,363,036	\$4,632,744	\$4,957,731
Extra Capacity Cost Allocation					
Total All Users, Dollars		\$4,239,000	\$4,455,000	\$4,731,000	\$5,063,000
Single Family Allocation based on Water Use					
Percent		48%	48%	48%	48%
Dollars		\$2,021,379	\$2,124,379	\$2,255,990	\$2,414,306
Total Revenue Requirement	<i>Current</i>	\$6,172,660	\$6,487,415	\$6,888,734	\$7,372,037
Water Use	<i>Rate</i>	1,397,520	1,390,750	1,384,010	1,377,290
Non-Single Family Rate, \$/HCF		\$4.17	\$4.42	\$4.66	\$4.98
					\$5.35

4.4 Elevation Zone Rates

Elevation Zone rates recover electricity costs associated with pumping water to higher elevations zones. Development of the elevation zone quantity rates is shown in Table B-4 of Appendix B. A summary of Elevation Zone rates from Table B-4 is shown in the table below.

Table 4-4. Elevation Zone Rates

Elevation Zone Commodity Rates		FY18	FY19	FY20	FY21
<u>Water Use, HCF</u>					
Zone 3		223,127	225,127	227,127	229,127
Zone 4		125,449	130,449	135,449	140,449
Zone 5 and 6		250,898	255,898	260,898	265,898
Total		599,474	611,474	623,474	635,474
<u>Electricity Charges, \$</u>					
Zone 3		\$76,900	\$81,514	\$86,405	\$91,589
Zone 4		\$24,450	\$25,917	\$27,472	\$29,120
Zone 5 and 6		\$32,600	\$34,556	\$36,629	\$38,827
Total		\$133,950	\$141,987	\$150,506	\$159,537
<u>Unit Costs-Zone, \$/HCF</u>					
Zone 3		\$0.128	\$0.133	\$0.139	\$0.144
Zone 4		\$0.065	\$0.067	\$0.069	\$0.072
Zone 5 and 6	<i>Current</i>	\$0.130	\$0.135	\$0.140	\$0.146
<u>Commodity Rates, \$/HCF (rounded to \$0.10)</u>					
Zone 3	<i>Rates</i>	\$0.13	\$0.13	\$0.14	\$0.14
Zone 4		\$0.08	\$0.19	\$0.21	\$0.22
Zone 5		\$0.10	\$0.32	\$0.35	\$0.36
Zone 6		\$0.12	\$0.32	\$0.35	\$0.36

4.5 Water Meter Rates

Allocation of revenue required from rates to functional cost categories shown in the previous table is merged with units of service shown in Section 2 to develop water meter rates.

Meter rates are the sum of three unit costs: 1) the customer unit cost; 2) the public fire protection unit cost times the meter capacity ratio; and 2) the meters/service laterals unit cost times the meter capacity ratio.

Development of water meter rates is shown in the table below.

Table 4-5. Water Meter Rates						
Item			FY18	FY19	FY20	FY21
Revenue Required from Water Rates						
Public Fire Protection			\$3,624,000	\$3,808,000	\$4,044,000	\$4,328,000
Service Laterals/Meters			\$2,415,000	\$2,538,000	\$2,695,000	\$2,884,000
Customer/Billing			\$1,300,000	\$1,366,000	\$1,450,000	\$1,552,000
Total			\$7,339,000	\$7,712,000	\$8,189,000	\$8,764,000
Public Fire Protection Unit Cost						
Revenue Allocation			\$3,624,000	\$3,808,000	\$4,044,000	\$4,328,000
Units of Use (equivalent meters)			25,108	25,408	25,708	26,008
Public Fire Protection Rate (\$/eq. mtr-month)			\$12.03	\$12.49	\$13.11	\$13.87
Meters/Service Laterals Unit Cost						
Revenue Allocation			\$2,415,000	\$2,538,000	\$2,695,000	\$2,884,000
Units of Use (equivalent meters)			25,108	25,408	25,708	26,008
Meter/Lateral Rate (\$/eq. mtr-month)			\$8.02	\$8.32	\$8.74	\$9.24
Customer Unit Cost						
Revenue Allocation			\$1,300,000	\$1,366,000	\$1,450,000	\$1,552,000
Units of Use (accounts)			19,171	19,471	19,771	20,071
Account Rate (\$/acct-month)			\$5.65	\$5.85	\$6.11	\$6.44
Meter Size, Inches	Meter Capacity Ratios	Current Rates				
0.625	1.0	\$24.29	\$25.70	\$26.70	\$28.00	\$29.60
1	2.5	\$53.03	\$56.00	\$58.00	\$61.00	\$64.00
1.5	5.0	\$101.09	\$106.00	\$110.00	\$115.00	\$122.00
2	8.0	\$158.68	\$166.00	\$172.00	\$181.00	\$191.00
3	16	\$312.25	\$330.00	\$340.00	\$360.00	\$380.00
4	25	\$485.02	\$510.00	\$530.00	\$550.00	\$580.00
6	50	\$965.08	\$1,010.00	\$1,050.00	\$1,100.00	\$1,160.00
8	90	\$1,733.09	\$1,810.00	\$1,880.00	\$1,970.00	\$2,090.00
10	145	\$2,789.05	\$2,910.00	\$3,020.00	\$3,170.00	\$3,360.00

4.6 Fire Line Service Rates

Allocation of revenue required from rates to functional cost categories shown in the previous table is merged with units of service shown in Section 2 to develop fire line service rates.

Fire line service rates are the fire line service unit cost times the connection capacity ratio.

Development of fire line service rates is shown in the table below.

Table 4-6. Fire Line Service Rates						
Item			FY18	FY19	FY20	FY21
Fire Line Service Unit Costs						
Revenue Allocation			\$450,000	\$473,000	\$503,000	\$538,000
Units of Use (equivalent connections)			21,025	21,248	21,471	21,693
Fire Line Service Unit Cost (\$/eq. connection-month)			\$1.78	\$1.86	\$1.95	\$2.07
Connection Size, <u>Inches</u>	Connection Capacity <u>Ratios</u>	<i>Current Rates</i>				
2-inch or smaller	6.2	\$24.95	\$11.00	\$11.50	\$12.10	\$12.80
3-inch	18.0	\$48.29	\$32.10	\$33.40	\$35.10	\$37.20
4-inch	38.3	\$74.59	\$68.00	\$71.00	\$75.00	\$79.00
6-inch	111.3	\$147.48	\$199.00	\$206.00	\$217.00	\$230.00
8-inch	237.2	\$264.22	\$423.00	\$440.00	\$463.00	\$490.00
10-inch	426.6	\$424.65	\$761.00	\$791.00	\$833.00	\$882.00

4.7 Recommended Water Rates

Recommended Water Quantity rates are listed in the table below. Note that Quantity rates include Elevation Zone rates. Rates for the Senior customer class are kept at current (FY17) values.

Quantity rates for Single Family Tier 1 for FY18 and FY19 developed based on cost of service methodology have been adjusted as follows:

- Adjusted FY18 rates are the average of current (FY17) rates and cost of service FY18 rates
- Adjusted FY19 rates are the average of adjusted FY18 rates and cost of service FY19 rates
- Adjusted the Tier 1 / Tier 2 break so that the decrease is phased-in by 1 HCF per year

An example of the adjustment is for the adjusted FY18 Single Family Tier 1 rate for Zone 3: average the current FY17 rate (\$3.62 from Table 1-1) and the cost of service FY18 rate (\$3.92 Tier 1 rate from Table 4-2 plus \$0.13 Zone 3 Elevation Zone rate from Table 4-4) => average \$3.62 and \$4.05 => \$3.84 (rounded to \$0.01). All rates are in units of \$/HCF.

Table 4-7. Current and Recommended Water Quantity Rates

Rates	<i>effective date ></i>	Adopted	Recommended			
		FY17	FY18	FY19	FY20	FY21
		<i>1/1/2017</i>	<i>3/5/2018</i>	<i>1/1/2019</i>	<i>1/1/2020</i>	<i>1/1/2021</i>
Quantity Rates, \$/HCF						
Non-residential						
Zones 1 and 2		\$4.17	\$4.42	\$4.66	\$4.98	\$5.35
Zone 3		\$4.23	\$4.55	\$4.79	\$5.12	\$5.49
Zone 4		\$4.25	\$4.61	\$4.86	\$5.19	\$5.57
Zones 5 and 6		\$4.27	\$4.74	\$5.00	\$5.33	\$5.71
Single Family						
Tier 1		<i>0 - 14 HCF</i>	<i>0 - 13 HCF</i>	<i>0 - 12 HCF</i>	<i>0 - 11 HCF</i>	<i>0 - 10 HCF</i>
Zones 1 and 2		\$3.56	\$3.74	\$3.99	\$4.23	\$4.46
Zone 3		\$3.62	\$3.84	\$4.12	\$4.37	\$4.60
Zone 4		\$3.64	\$3.88	\$4.19	\$4.44	\$4.68
Zones 5 and 6		\$3.66	\$3.95	\$4.32	\$4.58	\$4.82
Tier 2		<i>> 14 HCF</i>	<i>> 13 HCF</i>	<i>> 12 HCF</i>	<i>> 11 HCF</i>	<i>> 10 HCF</i>
Zones 1 and 2		\$5.27	\$5.42	\$5.60	\$5.85	\$6.15
Zone 3		\$5.33	\$5.55	\$5.73	\$5.99	\$6.29
Zone 4		\$5.35	\$5.61	\$5.80	\$6.06	\$6.37
Zones 5 and 6		\$5.37	\$5.74	\$5.94	\$6.20	\$6.51
Senior						
Tier 1		<i>0 - 4 HCF</i>	<i>0 - 4 HCF</i>	<i>0 - 4 HCF</i>	<i>0 - 4 HCF</i>	<i>0 - 4 HCF</i>
Zones 1 and 2		\$1.40	\$1.40	\$1.40	\$1.40	\$1.40
Zone 3		\$1.46	\$1.46	\$1.46	\$1.46	\$1.46
Zone 4		\$1.48	\$1.48	\$1.48	\$1.48	\$1.48
Zones 5 and 6		\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Tier 2		<i>5 - 14 HCF</i>	<i>5 - 14 HCF</i>	<i>5 - 14 HCF</i>	<i>5 - 14 HCF</i>	<i>5 - 14 HCF</i>
Zones 1 and 2		\$3.56	\$3.56	\$3.56	\$3.56	\$3.56
Zone 3		\$3.62	\$3.62	\$3.62	\$3.62	\$3.62
Zone 4		\$3.64	\$3.64	\$3.64	\$3.64	\$3.64
Zones 5 and 6		\$3.66	\$3.66	\$3.66	\$3.66	\$3.66
Tier 3		<i>> 14 HCF</i>	<i>> 14 HCF</i>	<i>> 14 HCF</i>	<i>> 14 HCF</i>	<i>> 14 HCF</i>
Zones 1 and 2		\$5.27	\$5.27	\$5.27	\$5.27	\$5.27
Zone 3		\$5.33	\$5.33	\$5.33	\$5.33	\$5.33
Zone 4		\$5.35	\$5.35	\$5.35	\$5.35	\$5.35
Zones 5 and 6		\$5.37	\$5.37	\$5.37	\$5.37	\$5.37

Recommended Meter Service and Fire Line Service rates are listed in the table below. Rates for the Senior customer class are kept at current (FY17) values.

Fire Service Line rates for connections 2-inch or smaller, 3-inch and 4-inch based on cost of service methodology have been adjusted as follows:

- Adjusted FY18 – FY21 rates for 2-inch or smaller connections are set equal to current FY17 rates
- Adjusted FY18 – FY21 rates for 3-inch connections are set equal to current FY17 rates
- Adjusted FY18 – FY19 rates for 4-inch connections are set equal to current FY17 rates

An example of the adjustment is for the adjusted 3-inch connection rate: the current FY17 rate (\$48.29 from Table 1-1) is retained for FY18 – FY21 instead of the FY18 – FY21 cost of service rates which range from \$32.30 - \$37.80 (see Table 4-6). All rates are in units of \$/connection per month.

Table 4-8. Current and Recommended Meter Service and Fire Line Service Rates

Rates	effective date >	Adopted	Recommended			
		FY17 1/1/2017	FY18 3/5/2018	FY19 1/1/2019	FY20 1/1/2020	FY21 1/1/2021
Meter Service, \$/meter-month						
5/8 x 3/4-inch or 3/4-inch, Senior		\$24.29	\$24.29	\$24.29	\$24.29	\$24.29
5/8 x 3/4-inch or 3/4-inch		\$24.29	\$25.70	\$26.70	\$28.00	\$29.60
1-inch		\$53.03	\$56.00	\$58.00	\$61.00	\$64.00
1 1/2-inch		\$101.09	\$106.00	\$110.00	\$115.00	\$122.00
2-inch		\$158.68	\$166.00	\$172.00	\$181.00	\$191.00
3-inch		\$312.25	\$330.00	\$340.00	\$360.00	\$380.00
4-inch		\$485.02	\$510.00	\$530.00	\$550.00	\$580.00
6-inch		\$965.08	\$1,010.00	\$1,050.00	\$1,100.00	\$1,160.00
8-inch		\$1,733.09	\$1,810.00	\$1,880.00	\$1,970.00	\$2,090.00
10-inch		\$2,789.05	\$2,910.00	\$3,020.00	\$3,170.00	\$3,360.00
Fire Line Service, \$/connection-month						
Commercial						
2-inch or smaller		\$24.95	\$24.95	\$24.95	\$24.95	\$24.95
3-inch		\$48.29	\$48.29	\$48.29	\$48.29	\$48.29
4-inch		\$74.59	\$74.59	\$74.59	\$75.00	\$79.00
6-inch		\$147.48	\$199.00	\$206.00	\$217.00	\$230.00
8-inch		\$264.22	\$423.00	\$440.00	\$463.00	\$490.00
10-inch		\$424.65	\$761.00	\$791.00	\$833.00	\$882.00
Residential		\$24.29	\$25.70	\$26.70	\$28.00	\$29.60

City of Pittsburg Resolution 09-11335 stated, “The ‘new’ Municipal well rate for the City of Pittsburg’s water consumption and the meter charge will be set at 30% of the non-residential rate.” Effective February 2018, the City intends to set Municipal rates at 35% of the non-residential rate.

Quantity and meter service rates for Municipal connections are not listed in the tables above but may be derived from the non-residential quantity rates and meter service rates in the tables.

4.8 Revenue from Water Rates

Revenue from water rates, by rate category, is summarized in the table below. Note that rate increases occur part way through each fiscal year and that the revenues listed below are based on rate increases for a full fiscal year.

Rate Category	Estimated	Projected			
	FY17	FY18	FY19	FY20	FY21
Elevation Zone	\$40,000	\$80,000	\$140,000	\$150,000	\$160,000
Quantity	\$11,540,000	\$12,290,000	\$13,130,000	\$14,080,000	\$15,130,000
Meter Service	\$6,560,000	\$6,910,000	\$7,370,000	\$7,780,000	\$8,290,000
Fire Line Service	\$320,000	\$370,000	\$460,000	\$480,000	\$500,000
Total	\$18,460,000	\$19,650,000	\$21,100,000	\$22,490,000	\$24,080,000
Annual \$ Increase		\$1,190,000	\$1,450,000	\$1,390,000	\$1,590,000
Annual % Increase		6%	7%	7%	7%

4.9 Water Fund 501 Cash Flow and Single Family Monthly Bills

Annual projected expenditures, ending fund balances, target operating reserves, and Single Family monthly bills are shown in the figure below for FY18 – FY21. Note that the “average” Single Family monthly bill is based on projected average annual use within the Single Family customer class – 9 HCF per month.

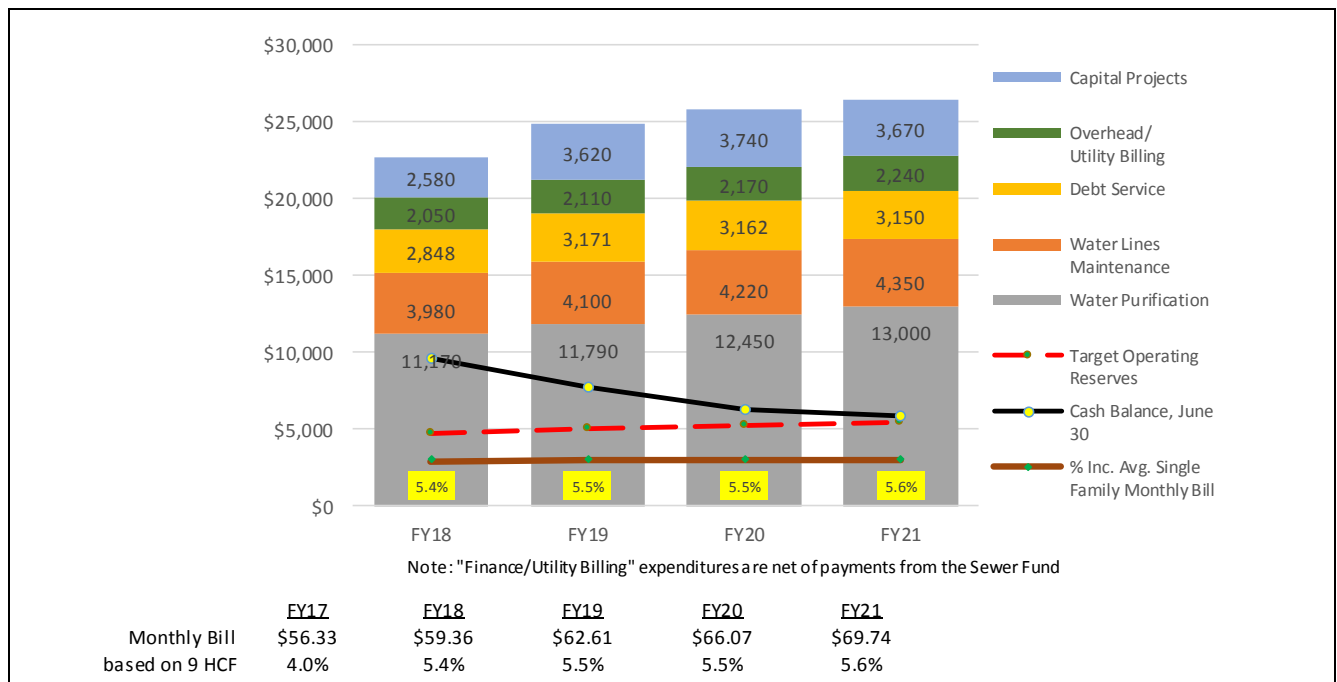


Figure 4-1. Projected Cash Flow for Water Fund 501 and Single Family Monthly Bills

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Section 5

Impact of Water Rate Changes on Customer Bills

Customer bills vary between customer classes and within customer classes. Variation between customer classes is due to different level of services (larger meters and/or fire line services for non-residential) and different rate structures (uniform water quantity rate for non-residential versus inclining block water quantity rates for Single Family customers). Variation within customer classes are due to different levels of water use.

5.1 Single Family Residential Monthly Water Bills

The impact of water rate changes on monthly water bills vary within the Single Family customer class due to different seasonal levels of water use and a change in the water quantity rate structure that reflects water conservation efforts since 2003.

The figure below compares Single Family monthly water bills over a range of water use from 0 to 20 HCF for customers in Elevation Zone 2 with a $\frac{5}{8}$ x $\frac{3}{4}$ -inch meter connection. Note that for water use over 13 units, the increase in the water bill includes a portion of water use billed at the Tier 2 rate rather than the Tier 1 rate.

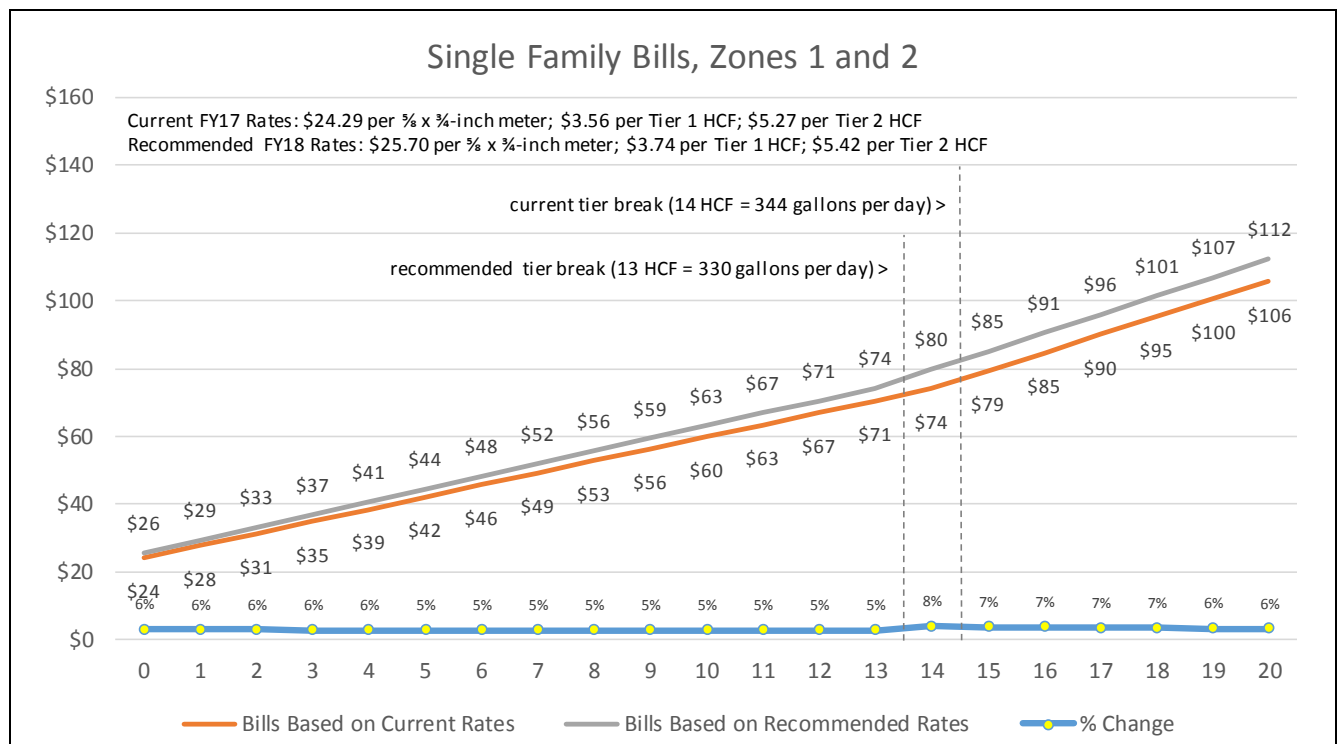


Figure 5-1. Monthly Single Family Water Bills for 0 – 20 HCF, Current vs Recommended Rates

Monthly bills are for a $\frac{5}{8}$ x $\frac{3}{4}$ -inch meter connection in Elevation Zone 2; 20 HCF = ~500 gallons per day

Detailed tabulation of monthly water bills over a range of water use from 0 to 40 HCF using current and recommended FY18 water rates are shown in Table C-1 and Table C-2 of Appendix C. Table C-1 includes detailed bill calculations for each elevation zone. Table C-2 includes detailed bill increase comparisons for each elevation zone.

5.2 Residential Monthly Water Bills Surveys

Monthly water bills for Single Family users were compared to those for other agencies. The comparison was for a user with a $\frac{3}{4}$ -inch meter using 9, 14 or 30 HCF of water per month in Zone 2. Results of the survey are shown in the figure below.

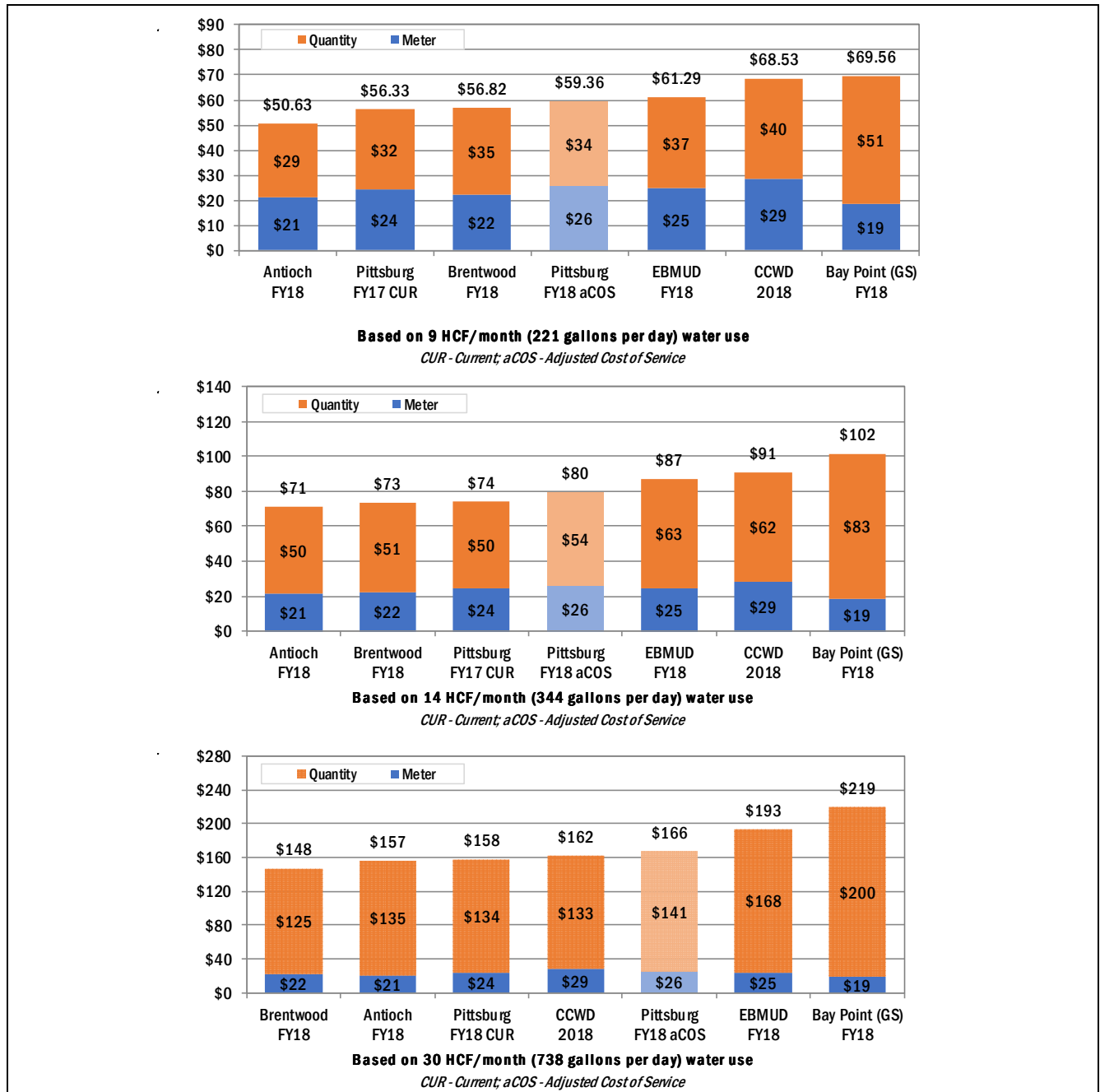


Figure 5-2. Single Family Monthly Water Bills Survey

Section 6

Limitations

This document was prepared solely for the City of Pittsburgh in accordance with professional standards at the time the services were performed and in accordance with the agreement between the City of Pittsburgh and Municipal Financial Services. This document is governed by the specific scope of work authorized by the City of Pittsburgh in the Municipal Financial Services proposal dated August 29, 2016; it is not intended to be relied upon by any other party. We have relied on information or instructions provided by the City of Pittsburgh and, unless otherwise expressly indicated, have made no independent investigation as to the validity, completeness, or accuracy of such information.

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Appendix A: Water Use Data

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Appendix A
Table A-1a
FY17 Water Use, HCF

Class	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Total
SFR													
Tier 1	143,675	144,444	149,876	138,388	125,925	110,517	105,779	111,175	96,945	107,663	119,629	146,355	1,500,371
Tier 2	25,385	25,544	31,857	20,604	11,532	6,555	5,587	7,009	3,477	4,947	7,850	26,061	176,408
Total	169,060	169,988	181,733	158,992	137,457	117,072	111,366	118,184	100,422	112,610	127,479	172,416	1,676,779
SFR-Dv													
Tier 1	231	256	290	234	185	135	77	60	48	52	49	190	1,807
Tier 2	253	260	352	93	13	13	0	16	0	0	1	33	1,034
Total	484	516	642	327	198	148	77	76	48	52	50	223	2,841
SFR-Sr													
Tier 1	729	735	728	715	690	632	610	624	593	606	640	675	7,977
Tier 2	700	742	790	639	529	401	335	366	272	332	413	606	6,125
Tier 3	116	164	210	122	103	42	19	33	21	54	28	62	974
Total	1,545	1,641	1,728	1,476	1,322	1,075	964	1,023	886	992	1,081	1,343	15,076
MFR	40,134	43,145	43,879	41,488	38,804	32,388	30,223	33,596	28,185	30,887	33,272	40,881	436,882
MFR-Sr	979	896	763	731	719	529	607	739	630	644	574	878	8,689
COM	17,195	19,112	18,789	19,054	18,049	15,463	14,279	16,467	14,416	15,306	15,340	16,985	200,455
COMIND	28,125	33,377	33,916	34,547	27,965	24,424	25,283	27,728	26,578	24,131	27,983	34,470	348,527
COMINS	6,637	6,073	7,536	6,621	5,049	2,825	2,619	2,885	2,942	2,995	3,160	5,387	54,729
IRR	47,787	57,626	59,885	47,170	26,463	7,172	3,794	2,831	2,087	4,065	14,270	40,781	313,931
HYD	542	19,074	4,777	6,639	1,171	1,391	1,590	2,985	556	1,223	346	802	41,096
Totals	312,488	351,448	353,648	317,045	257,197	202,487	190,802	206,514	176,750	192,905	223,555	314,166	3,099,005
% of Total	10%	11%	11%	10%	8%	7%	6%	7%	6%	6%	7%	10%	3,057,909
Totals (MGD)	7.792	8.764	8.819	7.906	6.414	5.049	4.758	5.150	4.408	4.810	5.575	7.834	6.352
Totals (MG)	234	263	265	237	192	151	143	154	132	144	167	235	2,318
													7,115
Accounts													
Class	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Average
SFR	16,965	16,965	16,965	16,965	16,965	16,965	16,965	16,965	16,965	16,965	16,965	16,965	16,965
SFR-Dv	204	204	204	204	204	204	204	204	204	204	204	204	204
SFR-Sr	209	209	209	209	209	209	209	209	209	209	209	209	209
MFR	398	398	398	398	398	398	398	398	398	398	398	398	398
MFR-Sr	2	2	2	2	2	2	2	2	2	2	2	2	2
COM	584	584	584	584	584	584	584	584	584	584	584	584	584
COMIND	26	26	26	26	26	26	26	26	26	26	26	26	26
COMINS	88	88	88	88	88	88	88	88	88	88	88	88	88
IRR	356	356	356	356	356	356	356	356	356	356	356	356	356
HYD	39	39	39	39	39	39	39	39	39	39	39	39	39
Totals	18,871	18,871	18,871	18,871	18,871	18,871	18,871	18,871	18,871	18,871	18,871	18,871	18,871
SF HCF/mo >	10.0	10.0	10.7	9.4	8.1	6.9	6.6	7.0	5.9	6.6	7.5	10.2	8.2
gpd													
Class	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Annual
days/mo >	31	31	30	31	30	31	31	28	31	30	31	30	365
SFR	240	242	267	226	202	167	158	186	143	166	181	253	203
SFR-Dv	57	61	78	39	24	18	9	10	6	6	6	27	29
SFR-Sr	178	189	206	170	158	124	111	131	102	118	125	160	148
MFR	2,433	2,616	2,749	2,515	2,431	1,964	1,832	2,255	1,709	1,935	2,017	2,561	2,250
MFR-Sr	11,812	10,811	9,513	8,820	8,964	6,383	7,324	9,872	7,601	8,029	6,926	10,946	8,904
COM	710	790	802	787	771	639	590	753	596	654	634	725	703
COMIND	26,103	30,977	32,527	32,063	26,820	22,668	23,465	28,492	24,667	23,143	25,971	33,058	27,473
COMINS	1,820	1,665	2,135	1,816	1,431	775	718	876	807	849	867	1,526	1,275
IRR	3,239	3,906	4,194	3,197	1,854	486	257	212	141	285	967	2,856	1,807
HYD	335	11,802	3,054	4,108	749	861	984	2,045	344	782	214	513	2,160
Totals	400	449	467	405	340	259	244	292	226	255	286	415	337

Legend

SFR - (Single Family Residence)	MFR - (Multiple Family Residence)	COM - (Commercial/Business)	IRR - (Irrigation)
SFR-Sr - (Single Family Residence - Senior)	MFR-Sr (Multiple Family Residence - Senior)	COMIND - (Commercial/Industrial)	HYD - (Hydrant)
SFR-Dv - (Single Family Residence - Developer)		COMINS - (Commercial/Institution)	

Appendix A
Table A-1b
FY17 Municipal Water Use, HCF

Class	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Total
SFR													
Tier 1													0
Tier 2													0
Total													0
SFR-Dv													
Tier 1													0
Tier 2													0
Total													0
SFR-Sr													
Tier 1													0
Tier 2													0
Tier 3													0
Total													0
MFR													0
MFR-Sr													0
COM	12	13	25	96	11	7	10	29	41	49	23	18	334
COMIND													0
COMINS	425	472	438	405	323	256	325	248	323	274	312	408	4,209
IRR	19,834	26,904	24,189	18,448	8,400	1,212	1,176	824	500	1,284	9,516	16,860	129,147
HYD	173	76	146	243	267	319	1,342	271	242	370	199	379	4,027
Totals	20,444	27,465	24,798	19,192	9,001	1,794	2,853	1,372	1,106	1,977	10,050	17,665	137,717
% of Total	15%	20%	18%	14%	7%	1%	2%	1%	1%	1%	7%	13%	133,690
Totals (MGD)	0.510	0.685	0.618	0.479	0.224	0.045	0.071	0.034	0.028	0.049	0.251	0.441	0.282
Totals (MG)	15	21	19	14	7	1	2	1	1	1	8	13	103

Accounts													
Class	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Average
SFR													0
SFR-Dv													0
SFR-Sr													0
MFR													0
MFR-Sr													0
COM	582	582	582	582	582	582	582	582	582	582	582	582	582
COMIND													
COMINS	26	26	26	26	26	26	26	26	26	26	26	26	26
IRR	177	177	177	177	177	177	177	177	177	177	177	177	177
HYD	54	54	54	54	54	54	54	54	54	54	54	54	54
Totals	839	839	839	839	839	839	839	839	839	839	839	839	839

gpd													
Class	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Annual
days/mo >													
SFR													
SFR-Dv													
SFR-Sr													
MFR													
MFR-Sr													
COM	0	1	1	4	0	0	0	1	2	2	1	1	1
COMIND													
COMINS	394	438	420	376	310	238	302	255	300	263	290	391	332
IRR	2,704	3,668	3,408	2,515	1,183	165	160	124	68	181	1,297	2,375	1,495
HYD	77	34	67	109	123	143	600	134	108	171	89	175	153
Totals	588	790	737	552	268	52	82	44	32	59	289	525	336

Legend

SFR - (Single Family Residence)	MFR - (Multiple Family Residence)	COM - (Commercial/Business)	IRR - (Irrigation)
SFR-Sr - (Single Family Residence - Senior)	MFR-Sr (Multiple Family Residence - Senior)	COMIND - (Commercial/Industrial)	HYD - (Hydrant)
SFR-Dv - (Single Family Residence - Developer)		COMINS - (Commercial/Institution)	

Appendix A
Table A-2a
Projected Water Use, HCF

Class	<i>Actual % per Tier</i>	<i>Actual Jul-16 to Jun-17 (FY17)</i>	<i>Projected % per Tier</i>	Projected						Total
				FY18	FY19	FY20	FY21	FY22	FY23	FY18 - FY23
SFR	<i>0 - 14 HCF</i>		<i>0 - 9 HCF</i>							
Tier 1	<i>89%</i>	1,500,370	<i>76%</i>	1,300,930	1,323,530	1,346,140	1,368,740	1,391,350	1,413,960	6,843,720
Tier 2	<i>11%</i>	176,410	<i>24%</i>	405,500	412,550	419,590	426,640	433,690	440,730	2,133,200
Total		1,676,780		1,706,430	1,736,080	1,765,730	1,795,380	1,825,040	1,854,690	8,976,920
SFR-Dv										
Tier 1	<i>64%</i>	1,810	<i>52%</i>	1,480	1,480	1,470	1,470	1,460	1,460	7,340
Tier 2	<i>36%</i>	1,030	<i>48%</i>	1,350	1,340	1,340	1,330	1,330	1,320	6,660
Total		2,840		2,830	2,820	2,810	2,800	2,790	2,780	14,000
SFR-Sr										
Tier 1	<i>53%</i>	7,980	<i>53%</i>	7,940	7,900	7,860	7,830	7,790	7,750	39,130
Tier 2	<i>41%</i>	6,130	<i>30%</i>	4,570	4,540	4,520	4,500	4,480	4,460	22,500
Tier 3	<i>6%</i>	970	<i>17%</i>	2,500	2,490	2,470	2,460	2,450	2,440	12,310
Total		15,080		15,000	14,930	14,860	14,790	14,720	14,650	73,950
MFR		436,880		434,700	432,530	430,370	428,220	426,080	423,950	2,141,150
MFR-Sr		8,690		8,650	8,610	8,570	8,530	8,490	8,450	42,650
COM		200,460		199,460	198,460	197,470	196,480	195,500	194,520	982,430
COMIND		348,530		346,790	345,060	343,330	341,610	339,900	338,200	1,708,100
COMINS		54,730		54,460	54,190	53,920	53,650	53,380	53,110	268,250
IRR		313,930		312,360	310,800	309,250	307,700	306,160	304,630	1,538,540
HYD		41,100		41,100	41,100	41,100	41,100	41,100	41,100	205,500
Totals		3,099,020		3,121,780	3,144,580	3,167,410	3,190,260	3,213,160	3,236,080	15,951,490
Annual Change										
HCF				22,760	22,800	22,830	22,850	22,900	22,920	
Percent				1%	1%	1%	1%	1%	1%	

Water use projections are based on the following assumptions:

SFR										
meters, current		16,965								
annual growth				300	300	300	300	300	300	
meters, projected				17,265	17,565	17,865	18,165	18,465	18,765	
avg monthly HCF/meter, current		8.2								
annual conservation				0%	0%	0%	0%	0%	0%	
avg monthly HCF/meter, projected				8.2	8.2	8.2	8.2	8.2	8.2	
Other customer classes annual conservation										
SFR-Dv				0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	
SFR-Sr				0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	
MFR				0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	
MFR-Sr				0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	
COM				0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	
COMIND				0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	
COMINS				0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	
IRR				0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	
HYD				0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	

Water use by tier projections are based on the following assumptions:

SFR										
less than or equal to	9	1,278,322	<i>76%</i>							
greater than	9	398,457	<i>24%</i>							
		1,676,779	<i>100%</i>							
SFR-Dv										
less than or equal to	9	1,490	<i>52%</i>							
greater than	9	1,351	<i>48%</i>							
		2,841	<i>100%</i>							
SFR-Sr										
less than or equal to	4	7,977	<i>53%</i>							
between	4 and 9	4,589	<i>30%</i>							
greater than	9	2,510	<i>17%</i>							
		15,076	<i>100%</i>							

Legend

SFR - (Single Family Residence)	MFR - (Multiple Family Residence)	COM - (Commercial/Business)	IRR - (Irrigation)
SFR-Sr - (Single Family Residence - Senior)	MFR-Sr (Multiple Family Residence - Senior)	COMIND - (Commercial/Industrial)	HYD - (Hydrant)
SFR-Dv - (Single Family Residence - Developer)		COMINS - (Commercial/Institution)	

Appendix A
Table A-2b
Projected Water Use, HCF

Class	Actual Jul-16 to Jun-17 (FY17)	Projected						Total
		FY18	FY19	FY20	FY21	FY22	FY23	FY18 - FY23
SFR								
Tier 1								0
Tier 2								0
Total								0
SFR-Dv								
Tier 1								0
Tier 2								0
Total								0
SFR-Sr								
Tier 1								0
Tier 2								0
Tier 3								0
Total								0
MFR								0
MFR-Sr								0
COM	330	327	324	321	318	315	312	1,590
COMIND								0
COMINS	4,210	4,168	4,126	4,085	4,044	4,004	3,964	20,223
IRR	129,150	127,860	126,580	125,310	124,060	122,820	121,590	620,360
HYD	4,030	4,030	4,030	4,030	4,030	4,030	4,030	20,150
Totals	137,720	136,385	135,060	133,746	132,452	131,169	129,896	662,323
Annual Change								
HCF		-1,335	-1,325	-1,314	-1,294	-1,283	-1,273	
Percent		-1%	-1%	-1%	-1%	-1%	-1%	
Annual percent conservation								
COM		1%	1%	1%	1%	1%	1%	
COMIND		1%	1%	1%	1%	1%	1%	
COMINS		1%	1%	1%	1%	1%	1%	
IRR		1%	1%	1%	1%	1%	1%	
HYD		0%	0%	0%	0%	0%	0%	
Legend								
SFR - (Single Family Residence)	MFR - (Multiple Family Residence)			COM - (Commercial/Business)			IRR - (Irrigation)	
SFR-Sr - (Single Family Residence - Senior)	MFR-Sr (Multiple Family Residence - Senior)			COMIND - (Commercial/Industrial)			HYD - (Hydrant)	
SFR-Dv - (Single Family Residence - Developer)				COMINS - (Commercial/Institution)				

Appendix A
Table A-3a
June 2017 Meter Connections

Class	0.625	1.00	1.50	2.00	3.00	4.00	6.00	8.00	10.00	Total
SFR	15,735	1,228	1	1						16,965
SFR-Dv	1	203								204
SFR-Sr	208	1								209
MFR	96	78	121	88	6	3	5		1	398
MFR-Sr					2					2
COM	329	113	58	78	3	3				584
COMIND	1	5	2	8	3	5	2			26
COMINS	23	13	16	19	9	6	2			88
IRR	86	107	60	93	8	1	1			356
HYD										39
Totals	16,479	1,748	258	287	31	18	10	0	1	39
										18,871

Legend

SFR - (Single Family Residence)	MFR - (Multiple Family Residence)	COM - (Commercial/Business)	IRR - (Irrigation)
SFR-Sr - (Single Family Residence - Senior)	MFR-Sr (Multiple Family Residence - Senior)	COMIND - (Commercial/Industrial)	HYD - (Hydrant)
SFR-Dv - (Single Family Residence - Developer)		COMINS - (Commercial/Institution)	

Appendix A
Table A-3b
July 2017 Municipal Meter Connections

Class	0.625	1.00	1.50	2.00	3.00	4.00	6.00	8.00	10.00	Total
SFR										0
SFR-Dv										0
SFR-Sr										0
MFR										0
MFR-Sr										0
COM	3	1	1							5
COMIND										0
COMINS	7	3	3	6	2	1				22
IRR	62	62	14	34	2	1	1		1	177
HYD										11
Totals	72	66	18	40	4	2	1	0	1	11
										215

Legend

SFR - (Single Family Residence)	MFR - (Multiple Family Residence)	COM - (Commercial/Business)	IRR - (Irrigation)
SFR-Sr - (Single Family Residence - Senior)	MFR-Sr (Multiple Family Residence - Senior)	COMIND - (Commercial/Industrial)	HYD - (Hydrant)
SFR-Dv - (Single Family Residence - Developer)		COMINS - (Commercial/Institution)	

Appendix A
Table A-4a
Projected Meter Connections

Meter Size (inches)	Actual FY17	Projected					
		FY18	FY19	FY20	FY21		
0.625	17,707	18,007	18,307	18,607	18,907	19,207	19,507
1	520	520	520	520	520	520	520
1.5	258	258	258	258	258	258	258
2	287	287	287	287	287	287	287
3	70	70	70	70	70	70	70
4	18	18	18	18	18	18	18
6	10	10	10	10	10	10	10
8	0	0	0	0	0	0	0
10	1	1	1	1	1	1	1
Totals	18,871	19,171	19,471	19,771	20,071	20,371	20,671

1 Residential customers with water meters increased to 1-inch to accommodate a combined domestic-fire sprinkler system are charged the 0.625-meter charge.

There are 1,228 combined system accounts as of June 2017.

	Total 1-inch	1-inch combined	Net 1-inch
1-inch meters	1,748	1,228	520
0.625-inch meters	16,479	1,228	17,707

2 Projections are based on the following assumptions:

SFR (0.625 inches)	annual growth >	300	300	300	300	300	300
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Appendix A
Table A-4b
Projected Municipal Meter Connections

Meter Size (inches)	Actual FY17	Projected					
		FY18	FY19	FY20	FY21	FY22	FY23
0.625	72	72	72	72	72	72	72
1	66	66	66	66	66	66	66
1.5	18	18	18	18	18	18	18
2	40	40	40	40	40	40	40
3	15	15	15	15	15	15	15
4	2	2	2	2	2	2	2
6	1	1	1	1	1	1	1
8	0	0	0	0	0	0	0
10	1	1	1	1	1	1	1
Totals	215	215	215	215	215	215	215

Appendix A

Table A-5

Projected Equivalent Meter Connections

Meter Size	Maximum	Meter	Actual FY17	Projected					FY22	FY23
	Flow Capacity	Capacity Ratios*		FY18	FY19	FY20	FY21			
0.625	20	1	17,707	18,007	18,307	18,607	18,907	19,207	19,507	
1	50	2.5	1,300	1,300	1,300	1,300	1,300	1,300	1,300	
1.5	100	5	1,290	1,290	1,290	1,290	1,290	1,290	1,290	
2	160	8	2,296	2,296	2,296	2,296	2,296	2,296	2,296	
3	320	16	1,120	1,120	1,120	1,120	1,120	1,120	1,120	
4	500	25	450	450	450	450	450	450	450	
6	1000	50	500	500	500	500	500	500	500	
8	1800	90	0	0	0	0	0	0	0	
10	2900	145	145	145	145	145	145	145	145	
Totals			24,808	25,108	25,408	25,708	26,008	26,308	26,608	

* Source: California Public Utilities Commission Water Division, Standard Practice U-7-W,

"Rate Design For Water And Sewer System Utilities Including Master Metered Facilities", July 2006.

Appendix A
Table A-6
Projected Fire Line Service Connections

Connection Type	Demand Factor [2]	Actual FY17	Projected [1]				FY22	FY23
			FY18	FY19	FY20	FY21		
Public Fire Protection								
Fire Hydrants	111.3	1,500	1,520	1,540	1,560	1,580	1,600	1,620
Equivalent Connections		166,966	169,193	171,419	173,645	175,871	178,097	180,324
Private Fire Protection Service								
Connections								
2-inch or smaller		7	7	7	7	7	7	7
3-inch		0	0	0	0	0	0	0
4-inch		58	58	58	58	58	58	58
6-inch		86	88	90	92	94	96	98
8-inch		27	27	27	27	27	27	27
10-inch		6	6	6	6	6	6	6
Totals		184	186	188	190	192	194	196
Equivalent Connections								
2-inch or smaller	6.2	43	43	43	43	43	43	43
3-inch	18.0	0	0	0	0	0	0	0
4-inch	38.3	2,223	2,223	2,223	2,223	2,223	2,223	2,223
6-inch	111.3	9,573	9,795	10,018	10,241	10,463	10,686	10,908
8-inch	237.2	6,405	6,405	6,405	6,405	6,405	6,405	6,405
10-inch	426.6	2,559	2,559	2,559	2,559	2,559	2,559	2,559
Totals		20,803	21,025	21,248	21,471	21,693	21,916	22,138
Summary								
Public Equivalent Connections		166,966	169,193	171,419	173,645	175,871	178,097	180,324
Private Equivalent Connections		20,803	21,025	21,248	21,471	21,693	21,916	22,138
Total		187,769	190,218	192,667	195,116	197,564	200,013	202,462

1 The number of new connections per year are listed below. All values provided by the City.

	FY18	FY19	FY20	FY21	FY22	FY23
Public Fire Hydrants	20	20	20	20	20	20
Private						
2-inch or smaller	0	0	0	0	0	0
3-inch	0	0	0	0	0	0
4-inch	0	0	0	0	0	0
6-inch	2	2	2	2	2	2
8-inch	0	0	0	0	0	0
10-inch	0	0	0	0	0	0
Totals	2	2	2	2	2	2

2 Demand factors are based on the nominal connection size raised to the 2.63 power as explained in the AWWA M1 Manual.
All Fire Hydrants are assumed to have a 6.0-inch connection.

Appendix B: Water “Plant in Service Factors” and Allocation of Costs

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Table B-1
Water System "Plant in Service" Factors

All Values in \$thousands Plant in Service	Valuation [1] Dollars	Useful Life, Years	Capital Recovery Expense [2] Dollars	Base (BAS)	Extra Capacity Maximum Day (XMD)	Fire Protection (FP)	Meters and Service Laterals (MTR)	Billing and Collection (CUS)	Basis of Allocation [3,4,5]				
									(BAS)	(XMD)	(FP)	(MTR)	(CUS)
Water Treatment Plant	50,000	55	2,683	1,807	823	54			67%	31%	2%		
WTP Recl/Sludge	7,700	55	413	278	127	8			67%	31%	2%		
WTP Z2 PS	9,013	40	525	156	71	257	42		30%	13%	49%	8%	
Southwest Hills and Infill													
4W/5W	867	80	44	13	6	22	4		30%	13%	49%	8%	
1W/2W/3W/6W	5,659	80	289	86	39	141	23		30%	13%	49%	8%	
8W	1,149	80	59	17	8	29	5		30%	13%	49%	8%	
T-5 W. Leland	2,682	40	156	55	25	76			35%	16%	49%		
PS-1 VdM Z3	2,513	40	146	51	23	72			35%	16%	49%		
Southeast Hills and Infill													
Distribution Z1 Buy In	147,461	80	7,525	2,231	1,016	3,676	602		30%	13%	49%	8%	
Distribution Z2 Buy In	59,236	80	3,023	896	408	1,477	242		30%	13%	49%	8%	
Segment 1E	568	80	29	9	4	14	2		30%	13%	49%	8%	
Segments 2E -6E	5,174	80	264	78	36	129	21		30%	13%	49%	8%	
T-19 Zone 1	6,133	40	357	126	57	175			35%	16%	49%		
T-18 Zone 2	2,719	40	158	56	25	77			35%	16%	49%		
Totals	300,875		15,673	5,859	2,667	6,205	941	0					
% of Total			100%	37.4%	17.0%	39.6%	6.0%	0.0%					

Notes:

- The list of Plant Assets, valuations and useful lives were provided by the City.
- The capital recovery expense is the capital recovery factor times the present value of the asset.
The capital recovery factor is the ratio of a constant annuity to the present value of receiving that annuity for the useful life of the asset using the estimated real interest rate. The capital recovery expense is calculated using an interest rate of > 5.0%
- The Fire Protection allocation for the Treatment Plant and Reservoir is based on the volume of water used for public and private fire protection.
- Fire Protection allocation for Booster Pump Station, PRVs, Transmission Lines and Distribution Lines is based on concepts presented in the American Water Works Association, Manual of Water Supply Practices, M1 Principles of Water Rates, Fees, and Charges, 2012 Sixth Edition, page 143.
The allocation is calculated using a formula developed by the Insurance Services Office that relates the percentage of total revenue allocated as fire protection costs based on the population served.

$$\text{Fire Demand} = 1,020 \times x^{1/2} (1 - 0.01x^{1/2}) \text{ in gallons per minute (gpm) where } x = \text{population in thousands; } x = 65 \text{ for the Pittsburg Service Area}$$

$$\text{Fire Demand} = 7,561 \text{ gpm}$$

$$\text{Average Maximum Day Demand} = 11.4 \text{ mgd}$$

$$\text{Maximum Day Demand} = 7,917 \text{ gpm}$$

$$\text{Fire Protection Allocation} = 7,561 / (7,561 + 7,917)$$

$$\text{Fire Protection Allocation} = 49\%$$

- Base (BAS) and Maximum Day (XMD) allocations are calculated as shown below:

$$\text{Average Day Demand} = 6.4 \text{ mgd} \quad \text{July 2016 - June 2017}$$

$$\text{Average Day Demand} = 7.8 \text{ mgd} \quad \text{during peak month (June 2017)}$$

$$\text{Average Maximum Day Demand} = 11.4 \text{ mgd}$$

$$\text{Peak Day Factor} = 1.46$$

$$\text{Base Allocation} = \frac{7.8}{11.4} = 68.7\%$$

$$\text{Maximum Day Allocation} = \frac{11.4 - 7.8}{11.4} = 31.3\%$$

Table B-2

Water Fund FY 2017-18 Cost Allocations, \$

Expense Category	Budget Adopted 2017-18	Base (BAS)	Extra Capacity (XMD)	Elevation Zones Electricity Costs (ELE)	Fire Protection (FP)	Meters and Service Lat. (MTR)	Customer Billing (CUS)	Basis of Allocation [see footnotes]
Operating Expenses								
Water Lines	3,980	1,488	677	0	1,576	239	0	"Plant in Service"
Water Purification	3,760	1,406	640	0	1,489	226	0	"Plant in Service"
Raw Water	5,940	4,000	1,821	0	119	0	0	"Water Use"
Chemicals/Gas/Water	720	485	221	0	14	0	0	"Water Use"
Finance/Utility Billing	750	0	0	0	0	0	750	"Customer"
Electric	1,430	891	405	134	0	0	0	"Water Use/Zones"
Debt Service	2,848	1,323	602	0	579	343	0	"Composite"
CIP - Improvements	400	186	85	0	81	48	0	"Composite"
CIP - Infrastructure	80	37	17	0	16	10	0	"Composite"
CIP - R/R Pipe	2,100	0	0	0	420	1,680	0	"Pipe Replacement"
Transfers UB/Eng/OPEB	620	0	0	0	0	0	620	"Customer"
Totals	22,628	9,816	4,468	134	4,294	2,546	1,370	
% allocation		43%	20%	1%	19%	11%	6%	

Notes:

- 1 The "Plant in Service" factors are from Table B-1 and allocates costs as shown below.

<u>(BAS)</u>	<u>(XMD)</u>	<u>(ELE)</u>	<u>(FP)</u>	<u>(MTR)</u>	<u>(CUS)</u>
37%	17%	0%	40%	6%	0%

- 2 The "Water Use" factors are based on allocation between BAS, XMD and FP.

<u>(BAS)</u>	<u>(XMD)</u>	<u>(ELE)</u>	<u>(FP)</u>	<u>(MTR)</u>	<u>(CUS)</u>
67%	31%	0%	2%	0%	0%

- 3 The "Water Use Zones" factors are based on allocation between BAS, XMD and ELE.

<u>(BAS)</u>	<u>(XMD)</u>	<u>(ELE)</u>	<u>(FP)</u>	<u>(MTR)</u>	<u>(CUS)</u>
<i>Electric Budget (BAS)+(XMD) less Zones 2/3 ></i>	1,296	134			
<i>Allocate (BAS)+(XMD) ></i>	891	405	134		
	62%	28%	9%		

- 4 The "Pipe Replacement" factors are based on allocation between FP and MTR.

<u>(BAS)</u>	<u>(XMD)</u>	<u>(ELE)</u>	<u>(FP)</u>	<u>(MTR)</u>	<u>(CUS)</u>
0%	0%	0%	20%	80%	0%

- 5 The "Finance/Utility Billing" and "Transfer" factors are based on allocation solely to CUS.

<u>(BAS)</u>	<u>(XMD)</u>	<u>(ELE)</u>	<u>(FP)</u>	<u>(MTR)</u>	<u>(CUS)</u>
0%	0%	0%	0%	0%	100%

- 6 The "Composite" factor is based on labor allocation for system operation.

<u>Total</u>	<u>(BAS)</u>	<u>(XMD)</u>	<u>(ELE)</u>	<u>(FP)</u>	<u>(MTR)</u>	<u>(CUS)</u>
17,796	8,269	3,765	na	3,618	2,145	0
100%	46%	21%	0%	20%	12%	0%

Table B-3

Evaluation of Jul-15 to Jun-16 Electricity Use and Water Use by Zone

List of Pump Stations Serving Each Zone

Zone	Pump Stations	Elevation Above Mean Sea Level
1		0 to <=300 feet
2		>150 to <=300 feet
3	Buchanan	>300 to <=450 feet
4	Shadybrook	>450 feet
5		currently not in service
6		currently not in service

Electricity and Gas Charges by Month at Each Location

Meter	Name	Zone	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
1003870424 E	Buchanan Pump Station	3	1,117	1,334	1,046	905	814	543	697	804	784	834	1,335	1,432
1009536489 E	Well Pump Station	1	2,823	2,898	1,382	1,676	1,235	1,129	1,432	1,580	4,198	4,902	6,768	5,785
105718968 E	Shadybrook Pump Station	4	1,531	1,860	1,582	1,339	930	723	843	912	893	1,249	2,052	2,361
1009539071 E	Highland Ranch Reservoir	2	2,052	2,829	2,400	2,649	2,898	1,582	1,608	1,694	1,892	1,898	2,185	3,013
1003746228 E	High Level Booster Station	2	49,650	51,841	47,814	41,620	29,884	26,524	28,050	25,179	23,985	30,444	47,952	53,876
45228821 G	Booster Station West	1	1,457	2,340	1,026	1,574	81	90	90	100	72	82	109	136
1009506675	Dover Way (Bodega Well)	1	7,264	8,718	8,287	6,742	4,418	4,315	4,945	4,623	2,819	4,432	3,914	7,652
1004464572 E	Vista del Mar Pump Station	3	1,646	1,901	2,137	2,383	1,946	1,392	2,122	1,811	1,362	1,874	1,741	2,436
60711123 G	300 Olympia Dr. - WTP	1	220	140	100	112	217	664	921	563	395	347	335	238
1005718969 E	Oakhills Pump Station	3	1,161	1,785	763	228	150	195	496	206	489	556	2,417	1,897
Total			68,921	75,646	66,537	59,229	42,573	37,157	41,205	37,474	36,889	46,618	68,809	78,825

Summary by Month, Dollars

		Total	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
Zone 3	Buch/VDM/Oakhills PS	44,740	3,924	5,020	3,946	3,515	2,911	2,130	3,316	2,822	2,635	3,263	5,493	5,764
Zone 4	Shadybrook PS	16,275	1,531	1,860	1,582	1,339	930	723	843	912	893	1,249	2,052	2,361
Total		61,015	5,455	6,881	5,528	4,855	3,841	2,853	4,159	3,734	3,528	4,513	7,545	8,125

WITHOUT ZONE 5/6

		Water Pump Volumes, HCF				Unit Costs-Zone		Commodity Rates, \$/HCF			
Elevation Zone	Commodity Rates	Electricity Charges	Zone 3	Zone 4	Zone 5/6	Total	\$/HCF	Zone 3	Zone 4	Zone 5/6	Total
Zone 3 *		\$44,700	223,127	125,449		348,576	\$0.13	\$0.13			\$0.13
Zone 4 *		\$16,300		125,449		125,449	\$0.13	\$0.13	\$0.13		\$0.26
Total		\$61,000									

WITH ZONE 5/6

		Water Pump Volumes, HCF				Unit Costs-Zone		Commodity Rates, \$/HCF			
Elevation Zone	Commodity Rates	Electricity Charges	Zone 3	Zone 4	Zone 5/6	Total	\$/HCF	Zone 3	Zone 4	Zone 5/6	Total
Zone 3		\$76,900	223,127	125,449	250,898	599,474	\$0.13	\$0.13			\$0.13
Zone 4		\$24,450		125,449	250,898	376,347	\$0.06	\$0.13	\$0.06		\$0.19
Zone 5 and 6 **		\$32,600			250,898	250,898	\$0.13	\$0.13	\$0.06	\$0.13	\$0.32
Total		\$133,950									

* Water pump volumes for Zone 3 and Zone 4 are based on July 2016 - June 2017 data provided by the City.

** Annual E/G charges and water pump volumes for Zone 5/6 are estimates provided by the City.

Table B-4
Projected Electricity Use and Water Use by Zone

Elevation Zone Commodity Rates		FY18	FY19	FY20	FY21	FY22	FY23
<u>Water Use, HCF</u>							
Zone 3		223,127	225,127	227,127	229,127	231,127	233,127
Zone 4		125,449	130,449	135,449	140,449	145,449	150,449
Zone 5 and 6		250,898	255,898	260,898	265,898	270,898	275,898
Total		599,474	611,474	623,474	635,474	647,474	659,474
<u>Electricity Charges, \$</u>							
Zone 3		\$76,900	\$81,514	\$86,405	\$91,589	\$97,084	\$102,910
Zone 4		\$24,450	\$25,917	\$27,472	\$29,120	\$30,868	\$32,720
Zone 5 and 6		\$32,600	\$34,556	\$36,629	\$38,827	\$41,157	\$43,626
Total		\$133,950	\$141,987	\$150,506	\$159,537	\$169,109	\$179,255
<u>Unit Costs-Zone, \$/HCF</u>							
Zone 3		\$0.128	\$0.133	\$0.139	\$0.144	\$0.150	\$0.156
Zone 4		\$0.065	\$0.067	\$0.069	\$0.072	\$0.074	\$0.077
Zone 5 and 6	<i>Current</i>	\$0.130	\$0.135	\$0.140	\$0.146	\$0.152	\$0.158
<u>Commodity Rates, \$/HCF (rounded to \$0.10)</u>							
	<i>Rates</i>						
Zone 3	\$0.06	\$0.13	\$0.13	\$0.14	\$0.14	\$0.15	\$0.16
Zone 4	\$0.08	\$0.19	\$0.20	\$0.21	\$0.22	\$0.22	\$0.23
Zone 5	\$0.10	\$0.32	\$0.34	\$0.35	\$0.36	\$0.38	\$0.39
Zone 6	\$0.12	\$0.32	\$0.34	\$0.35	\$0.36	\$0.38	\$0.39

Appendix C: Single Family Monthly Water Bills Tables

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Table C-1
Single Family Inclining Block Quantity Charges

Monthly Water Use HCF		CURRENT RATES										RECOMMENDED RATES FY 2017-18											
		Quantity Charge						Zone 1&2				Zone 3				Zone 4				Zone 5&6			
		Tier 1 >		Tier 2 >		Total Monthly Bill		Zone 1/2		Zone 3		Zone 4		Zone 5/6		Zone 1/2		Zone 3		Zone 4		Zone 5/6	
		% x ¾-inch Meter	% x ¾-inch Service	% x ¾-inch Tier 1 >	% x ¾-inch Tier 2 >	% x ¾-inch Service	% x ¾-inch Tier 1 >	% x ¾-inch Tier 2 >	% x ¾-inch Service	% x ¾-inch Tier 1 >	% x ¾-inch Tier 2 >	% x ¾-inch Service	% x ¾-inch Tier 1 >	% x ¾-inch Tier 2 >	% x ¾-inch Service	% x ¾-inch Tier 1 >	% x ¾-inch Tier 2 >	% x ¾-inch Service	% x ¾-inch Tier 1 >	% x ¾-inch Tier 2 >	% x ¾-inch Service	% x ¾-inch Tier 1 >	% x ¾-inch Tier 2 >
0	0	\$24.29	\$0.00	\$0.00	\$0.00	\$0.00	\$24.29	\$24.29	\$24.29	\$24.29	\$24.29	\$24.29	\$24.29	\$24.29	\$24.29	\$24.29	\$24.29	\$24.29	\$24.29	\$24.29	\$24.29	\$24.29	\$24.29
1	25	\$24.29	\$3.56	\$3.62	\$3.64	\$3.66	\$27.85	\$27.91	\$27.93	\$27.95	\$27.95	\$27.95	\$27.95	\$27.95	\$27.95	\$27.95	\$27.95	\$27.95	\$27.95	\$27.95	\$27.95	\$27.95	\$27.95
2	49	\$24.29	\$7.12	\$7.24	\$7.28	\$7.32	\$31.41	\$31.53	\$31.57	\$31.61	\$31.61	\$31.61	\$31.61	\$31.61	\$31.61	\$31.61	\$31.61	\$31.61	\$31.61	\$31.61	\$31.61	\$31.61	\$31.61
3	74	\$24.29	\$10.68	\$10.86	\$10.92	\$10.98	\$34.97	\$35.15	\$35.21	\$35.27	\$35.27	\$35.27	\$35.27	\$35.27	\$35.27	\$35.27	\$35.27	\$35.27	\$35.27	\$35.27	\$35.27	\$35.27	\$35.27
4	98	\$24.29	\$14.24	\$14.48	\$14.56	\$14.64	\$38.53	\$38.77	\$38.85	\$38.93	\$38.93	\$38.93	\$38.93	\$38.93	\$38.93	\$38.93	\$38.93	\$38.93	\$38.93	\$38.93	\$38.93	\$38.93	\$38.93
5	123	\$24.29	\$17.80	\$18.10	\$18.20	\$18.30	\$42.09	\$42.39	\$42.49	\$42.59	\$42.59	\$42.59	\$42.59	\$42.59	\$42.59	\$42.59	\$42.59	\$42.59	\$42.59	\$42.59	\$42.59	\$42.59	\$42.59
6	148	\$24.29	\$21.36	\$21.72	\$21.84	\$21.96	\$45.65	\$46.01	\$46.13	\$46.25	\$46.25	\$46.25	\$46.25	\$46.25	\$46.25	\$46.25	\$46.25	\$46.25	\$46.25	\$46.25	\$46.25	\$46.25	\$46.25
7	172	\$24.29	\$24.92	\$25.34	\$25.48	\$25.62	\$49.21	\$49.63	\$49.77	\$49.91	\$49.91	\$49.91	\$49.91	\$49.91	\$49.91	\$49.91	\$49.91	\$49.91	\$49.91	\$49.91	\$49.91	\$49.91	\$49.91
8	197	\$24.29	\$28.48	\$28.96	\$29.12	\$29.28	\$52.77	\$53.25	\$53.41	\$53.57	\$53.57	\$53.57	\$53.57	\$53.57	\$53.57	\$53.57	\$53.57	\$53.57	\$53.57	\$53.57	\$53.57	\$53.57	\$53.57
9	221	\$24.29	\$32.04	\$32.58	\$32.76	\$32.94	\$56.33	\$56.87	\$57.05	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23	\$57.23
10	246	\$24.29	\$35.60	\$36.20	\$36.40	\$36.60	\$59.89	\$60.49	\$60.69	\$60.89	\$60.89	\$60.89	\$60.89	\$60.89	\$60.89	\$60.89	\$60.89	\$60.89	\$60.89	\$60.89	\$60.89	\$60.89	\$60.89
11	271	\$24.29	\$39.16	\$39.82	\$40.04	\$40.26	\$63.45	\$64.11	\$64.33	\$64.55	\$64.55	\$64.55	\$64.55	\$64.55	\$64.55	\$64.55	\$64.55	\$64.55	\$64.55	\$64.55	\$64.55	\$64.55	\$64.55
12	295	\$24.29	\$42.72	\$43.44	\$43.68	\$43.92	\$67.01	\$67.73	\$67.97	\$68.21	\$68.21	\$68.21	\$68.21	\$68.21	\$68.21	\$68.21	\$68.21	\$68.21	\$68.21	\$68.21	\$68.21	\$68.21	\$68.21
13	320	\$24.29	\$46.28	\$47.06	\$47.32	\$47.58	\$70.57	\$71.35	\$71.61	\$71.87	\$71.87	\$71.87	\$71.87	\$71.87	\$71.87	\$71.87	\$71.87	\$71.87	\$71.87	\$71.87	\$71.87	\$71.87	\$71.87
14	344	\$24.29	\$49.84	\$50.68	\$50.96	\$51.24	\$74.13	\$74.97	\$75.25	\$75.53	\$75.53	\$75.53	\$75.53	\$75.53	\$75.53	\$75.53	\$75.53	\$75.53	\$75.53	\$75.53	\$75.53	\$75.53	\$75.53
15	369	\$24.29	\$55.11	\$56.01	\$56.31	\$56.61	\$79.40	\$80.30	\$80.60	\$80.90	\$80.90	\$80.90	\$80.90	\$80.90	\$80.90	\$80.90	\$80.90	\$80.90	\$80.90	\$80.90	\$80.90	\$80.90	\$80.90
16	394	\$24.29	\$60.38	\$61.34	\$61.66	\$61.98	\$84.67	\$85.63	\$85.95	\$86.27	\$86.27	\$86.27	\$86.27	\$86.27	\$86.27	\$86.27	\$86.27	\$86.27	\$86.27	\$86.27	\$86.27	\$86.27	\$86.27
17	418	\$24.29	\$65.65	\$66.67	\$67.01	\$67.35	\$89.94	\$90.96	\$91.30	\$91.64	\$91.64	\$91.64	\$91.64	\$91.64	\$91.64	\$91.64	\$91.64	\$91.64	\$91.64	\$91.64	\$91.64	\$91.64	\$91.64
18	443	\$24.29	\$70.92	\$72.00	\$72.36	\$72.72	\$95.21	\$96.29	\$96.65	\$97.01	\$97.01	\$97.01	\$97.01	\$97.01	\$97.01	\$97.01	\$97.01	\$97.01	\$97.01	\$97.01	\$97.01	\$97.01	\$97.01
19	467	\$24.29	\$76.19	\$77.33	\$77.71	\$78.09	\$100.48	\$101.62	\$102.00	\$102.38	\$102.38	\$102.38	\$102.38	\$102.38	\$102.38	\$102.38	\$102.38	\$102.38	\$102.38	\$102.38	\$102.38	\$102.38	\$102.38
20	492	\$24.29	\$81.46	\$82.66	\$83.06	\$83.46	\$105.75	\$106.95	\$107.35	\$107.75	\$107.75	\$107.75	\$107.75	\$107.75	\$107.75	\$107.75	\$107.75	\$107.75	\$107.75	\$107.75	\$107.75	\$107.75	\$107.75
21	516	\$24.29	\$86.73	\$87.99	\$88.41	\$88.83	\$111.02	\$112.28	\$112.70	\$113.12	\$113.12	\$113.12	\$113.12	\$113.12	\$113.12	\$113.12	\$113.12	\$113.12	\$113.12	\$113.12	\$113.12	\$113.12	\$113.12
22	541	\$24.29	\$92.00	\$93.32	\$93.76	\$94.20	\$116.29	\$117.61	\$118.05	\$118.49	\$118.49	\$118.49	\$118.49	\$118.49	\$118.49	\$118.49	\$118.49	\$118.49	\$118.49	\$118.49	\$118.49	\$118.49	\$118.49
23	566	\$24.29	\$97.27	\$98.65	\$99.11	\$99.57	\$121.56	\$122.94	\$123.40	\$123.86	\$123.86	\$123.86	\$123.86	\$123.86	\$123.86	\$123.86	\$123.86	\$123.86	\$123.86	\$123.86	\$123.86	\$123.86	\$123.86
24	590	\$24.29	\$102.54	\$103.98	\$104.46	\$104.94	\$126.83	\$128.27	\$128.75	\$129.23	\$129.23	\$129.23	\$129.23	\$129.23	\$129.23	\$129.23	\$129.23	\$129.23	\$129.23	\$129.23	\$129.23	\$129.23	\$129.23
25	615	\$24.29	\$107.81	\$109.31	\$109.81	\$110.31	\$132.10	\$133.60	\$134.10	\$134.60	\$134.60	\$134.60	\$134.60	\$134.60	\$134.60	\$134.60	\$134.60	\$134.60	\$134.60	\$134.60	\$134.60	\$134.60	\$134.60
26	639	\$24.29	\$113.08	\$114.64	\$115.16	\$115.68	\$137.37	\$138.93	\$139.45	\$139.97	\$139.97	\$139.97	\$139.97	\$139.97	\$139.97	\$139.97	\$139.97	\$139.97	\$139.97	\$139.97	\$139.97	\$139.97	\$139.97
27	664	\$24.29	\$118.35	\$119.97	\$120.51	\$121.05	\$142.64	\$144.26	\$144.80	\$145.34	\$145.34	\$145.34	\$145.34	\$145.34	\$145.34	\$145.34	\$145.34	\$145.34	\$145.34	\$145.34	\$145.34	\$145.34	\$145.34
28	689	\$24.29	\$123.62	\$125.30	\$125.86	\$126.42	\$147.91	\$149.59	\$150.15	\$150.71	\$150.71	\$150.71	\$150.71	\$150.71	\$150.71	\$150.71	\$150.71	\$150.71	\$150.71	\$150.71	\$150.71	\$150.71	\$150.71
29	713	\$24.29	\$128.89	\$130.63	\$131.21	\$131.79	\$153.18	\$154.92	\$155.50	\$156.08	\$156.08	\$156.08	\$156.08	\$156.08	\$156.08	\$156.08	\$156.08	\$156.08	\$156.08	\$156.08	\$156.08	\$156.08	\$156.08
30	738	\$24.29	\$134.16	\$135.96	\$136.56	\$137.16	\$158.45	\$160.25	\$160.85	\$161.45	\$161.45	\$161.45	\$161.45	\$161.45	\$161.45	\$161.45	\$161.45	\$161.45	\$161.45	\$161.45	\$161.45	\$161.45	\$161.45
31	762	\$24.29	\$139.43	\$141.29	\$141.91	\$142.53	\$163.72	\$165.58	\$166.20	\$166.82	\$166.82	\$166.82	\$166.82	\$166.82	\$166.82	\$166.82	\$166.82	\$166.82	\$166.82	\$166.82	\$166.82	\$166.82	\$166.82
32	787	\$24.29	\$144.70	\$146.62	\$147.26	\$147.90	\$168.99	\$170.91	\$171.55	\$172.19	\$172.19	\$172.19	\$172.19	\$172.19	\$172.19	\$172.19	\$172.19	\$172.19	\$172.19	\$172.19	\$172.19	\$172.19	\$172.19
33	812	\$24.29	\$149.97	\$151.95	\$152.61	\$153.27	\$174.26	\$176.24	\$176.90	\$177.56	\$177.56	\$177.56	\$177.56	\$177.56	\$177.56	\$177.56	\$177.56	\$177.56	\$177.56	\$177.56	\$177.56	\$177.56	\$177.56
34	836	\$24.29	\$155.24	\$157.28	\$157.96	\$158.64	\$179.53	\$181.57	\$182.25	\$182.93	\$182.93	\$182.93	\$182.93	\$182.93	\$182.93	\$182.93	\$182.93	\$182.93	\$182.93	\$182.93	\$182.93	\$182.93	\$182.93
35	861	\$24.29	\$160.51	\$162.61	\$163.31	\$164.01	\$184.80	\$186.90	\$187.60	\$188.30	\$188.30	\$188.30	\$188.30	\$188.30	\$188.30	\$188.30	\$188.30	\$188.30	\$188.30	\$188.30	\$188.30	\$188.30	\$188.30
36	885	\$24.29	\$165.78	\$167.94	\$168.66	\$169.38	\$190.07	\$192.23	\$192.95	\$193.67	\$193.67	\$193.67	\$193.67	\$193.67	\$193.67	\$193.67	\$193.67	\$193.67	\$193.67	\$193.67	\$193.67	\$193.67	\$193.67
37	910	\$24.29	\$171.05	\$173.27	\$174.01	\$174.75	\$195.34	\$197.56	\$198.30	\$199.04	\$199.04	\$199.04	\$199.04	\$199.04	\$199.04	\$199.04	\$199.04	\$199.04	\$199.04	\$199.04	\$199.04	\$199.04	\$199.04
38	935	\$24.29	\$176.32	\$178.60	\$179.36	\$180.12	\$200.61	\$202.89	\$203.65	\$204.41	\$204.41	\$204.41	\$204.41	\$204.41	\$204.41	\$204.41	\$204.41	\$204.41	\$204.41	\$204.41	\$204.41	\$204.41	\$204.41
39	959	\$24.29	\$181.59	\$183.93	\$184.71	\$185.49	\$205.88	\$208.22	\$209.00	\$209.78	\$209.78	\$209.78	\$209.78	\$209.78	\$209.78	\$209.78	\$209.78	\$209.78	\$209.78	\$209.78	\$209.78	\$209.78	\$209.78
40	984	\$24.29	\$186.86	\$189.26	\$190.06	\$190.86	\$211.15	\$213.55	\$214.35	\$215.15	\$215.15	\$215.15	\$215.15	\$215.15	\$215.15	\$215.15	\$215.15	\$215.15	\$215.15	\$215.15	\$215.15	\$215.15	\$215.15

Table C-2
Single Family Monthly Bills Comparison

		CURRENT RATES				RECOMMENDED RATES FY 2017-18											
Monthly Water Use		Total Monthly Bill				Total Monthly Bill				Dollar Change				Percent Change			
HCF	gpd	Zone 1&2	Zone 3	Zone 4	Zone 5&6	Zone 1&2	Zone 3	Zone 4	Zone 5&6	Zone 1&2	Zone 3	Zone 4	Zone 5&6	Zone 1&2	Zone 3	Zone 4	Zone 5&6
0	0	\$24.29	\$24.29	\$24.29	\$24.29	\$25.70	\$25.70	\$25.70	\$25.70	\$1.41	\$1.41	\$1.41	\$1.41	6%	6%	6%	6%
1	25	\$27.85	\$27.91	\$27.93	\$27.95	\$29.44	\$29.57	\$29.63	\$29.76	\$1.59	\$1.66	\$1.70	\$1.81	6%	6%	6%	6%
2	49	\$31.41	\$31.53	\$31.57	\$31.61	\$33.18	\$33.44	\$33.56	\$33.82	\$1.77	\$1.91	\$1.99	\$2.21	6%	6%	6%	7%
3	74	\$34.97	\$35.15	\$35.21	\$35.27	\$36.92	\$37.31	\$37.49	\$37.88	\$1.95	\$2.16	\$2.28	\$2.61	6%	6%	6%	7%
4	98	\$38.53	\$38.77	\$38.85	\$38.93	\$40.66	\$41.18	\$41.42	\$41.94	\$2.13	\$2.41	\$2.57	\$3.01	6%	6%	7%	8%
5	123	\$42.09	\$42.39	\$42.49	\$42.59	\$44.40	\$45.05	\$45.35	\$46.00	\$2.31	\$2.66	\$2.86	\$3.41	5%	6%	7%	8%
6	148	\$45.65	\$46.01	\$46.13	\$46.25	\$48.14	\$48.92	\$49.28	\$50.06	\$2.49	\$2.91	\$3.15	\$3.81	5%	6%	7%	8%
7	172	\$49.21	\$49.63	\$49.77	\$49.91	\$51.88	\$52.79	\$53.21	\$54.12	\$2.67	\$3.16	\$3.44	\$4.21	5%	6%	7%	8%
8	197	\$52.77	\$53.25	\$53.41	\$53.57	\$55.62	\$56.66	\$57.14	\$58.18	\$2.85	\$3.41	\$3.73	\$4.61	5%	6%	7%	9%
9	221	\$56.33	\$56.87	\$57.05	\$57.23	\$59.36	\$60.53	\$61.07	\$62.24	\$3.03	\$3.66	\$4.02	\$5.01	5%	6%	7%	9%
10	246	\$59.89	\$60.49	\$60.69	\$60.89	\$63.10	\$64.40	\$65.00	\$66.30	\$3.21	\$3.91	\$4.31	\$5.41	5%	6%	7%	9%
11	271	\$63.45	\$64.11	\$64.33	\$64.55	\$66.84	\$68.27	\$68.93	\$70.36	\$3.39	\$4.16	\$4.60	\$5.81	5%	6%	7%	9%
12	295	\$67.01	\$67.73	\$67.97	\$68.21	\$70.58	\$72.14	\$72.86	\$74.42	\$3.57	\$4.41	\$4.89	\$6.21	5%	7%	7%	9%
13	320	\$70.57	\$71.35	\$71.61	\$71.87	\$74.32	\$76.01	\$76.79	\$78.48	\$3.75	\$4.66	\$5.18	\$6.61	5%	7%	7%	9%
14	344	\$74.13	\$74.97	\$75.25	\$75.53	\$79.74	\$81.56	\$82.40	\$84.22	\$5.61	\$6.59	\$7.15	\$8.69	8%	9%	10%	12%
15	369	\$79.40	\$80.30	\$80.60	\$80.90	\$85.16	\$87.11	\$88.01	\$89.96	\$5.76	\$6.81	\$7.41	\$9.06	7%	8%	9%	11%
16	394	\$84.67	\$85.63	\$85.95	\$86.27	\$90.58	\$92.66	\$93.62	\$95.70	\$5.91	\$7.03	\$7.67	\$9.43	7%	8%	9%	11%
17	418	\$89.94	\$90.96	\$91.30	\$91.64	\$96.00	\$98.21	\$99.23	\$101.44	\$6.06	\$7.25	\$7.93	\$9.80	7%	8%	9%	11%
18	443	\$95.21	\$96.29	\$96.65	\$97.01	\$101.42	\$103.76	\$104.84	\$107.18	\$6.21	\$7.47	\$8.19	\$10.17	7%	8%	8%	10%
19	467	\$100.48	\$101.62	\$102.00	\$102.38	\$106.84	\$109.31	\$110.45	\$112.92	\$6.36	\$7.69	\$8.45	\$10.54	6%	8%	8%	10%
20	492	\$105.75	\$106.95	\$107.35	\$107.75	\$112.26	\$114.86	\$116.06	\$118.66	\$6.51	\$7.91	\$8.71	\$10.91	6%	7%	8%	10%
21	516	\$111.02	\$112.28	\$112.70	\$113.12	\$117.68	\$120.41	\$121.67	\$124.40	\$6.66	\$8.13	\$8.97	\$11.28	6%	7%	8%	10%
22	541	\$116.29	\$117.61	\$118.05	\$118.49	\$123.10	\$125.96	\$127.28	\$130.14	\$6.81	\$8.35	\$9.23	\$11.65	6%	7%	8%	10%
23	566	\$121.56	\$122.94	\$123.40	\$123.86	\$128.52	\$131.51	\$132.89	\$135.88	\$6.96	\$8.57	\$9.49	\$12.02	6%	7%	8%	10%
24	590	\$126.83	\$128.27	\$128.75	\$129.23	\$133.94	\$137.06	\$138.50	\$141.62	\$7.11	\$8.79	\$9.75	\$12.39	6%	7%	8%	10%
25	615	\$132.10	\$133.60	\$134.10	\$134.60	\$139.36	\$142.61	\$144.11	\$147.36	\$7.26	\$9.01	\$10.01	\$12.76	5%	7%	7%	9%
26	639	\$137.37	\$138.93	\$139.45	\$139.97	\$144.78	\$148.16	\$149.72	\$153.10	\$7.41	\$9.23	\$10.27	\$13.13	5%	7%	7%	9%
27	664	\$142.64	\$144.26	\$144.80	\$145.34	\$150.20	\$153.71	\$155.33	\$158.84	\$7.56	\$9.45	\$10.53	\$13.50	5%	7%	7%	9%
28	689	\$147.91	\$149.59	\$150.15	\$150.71	\$155.62	\$159.26	\$160.94	\$164.58	\$7.71	\$9.67	\$10.79	\$13.87	5%	6%	7%	9%
29	713	\$153.18	\$154.92	\$155.50	\$156.08	\$161.04	\$164.81	\$166.55	\$170.32	\$7.86	\$9.89	\$11.05	\$14.24	5%	6%	7%	9%
30	738	\$158.45	\$160.25	\$160.85	\$161.45	\$166.46	\$170.36	\$172.16	\$176.06	\$8.01	\$10.11	\$11.31	\$14.61	5%	6%	7%	9%
31	762	\$163.72	\$165.58	\$166.20	\$166.82	\$171.88	\$175.91	\$177.77	\$181.80	\$8.16	\$10.33	\$11.57	\$14.98	5%	6%	7%	9%
32	787	\$168.99	\$170.91	\$171.55	\$172.19	\$177.30	\$181.46	\$183.38	\$187.54	\$8.31	\$10.55	\$11.83	\$15.35	5%	6%	7%	9%
33	812	\$174.26	\$176.24	\$176.90	\$177.56	\$182.72	\$187.01	\$188.99	\$193.28	\$8.46	\$10.77	\$12.09	\$15.72	5%	6%	7%	9%
34	836	\$179.53	\$181.57	\$182.25	\$182.93	\$188.14	\$192.56	\$194.60	\$199.02	\$8.61	\$10.99	\$12.35	\$16.09	5%	6%	7%	9%
35	861	\$184.80	\$186.90	\$187.60	\$188.30	\$193.56	\$198.11	\$200.21	\$204.76	\$8.76	\$11.21	\$12.61	\$16.46	5%	6%	7%	9%
36	885	\$190.07	\$192.23	\$192.95	\$193.67	\$198.98	\$203.66	\$205.82	\$210.50	\$8.91	\$11.43	\$12.87	\$16.83	5%	6%	7%	9%
37	910	\$195.34	\$197.56	\$198.30	\$199.04	\$204.40	\$209.21	\$211.43	\$216.24	\$9.06	\$11.65	\$13.13	\$17.20	5%	6%	7%	9%
38	935	\$200.61	\$202.89	\$203.65	\$204.41	\$209.82	\$214.76	\$217.04	\$221.98	\$9.21	\$11.87	\$13.39	\$17.57	5%	6%	7%	9%
39	959	\$205.88	\$208.22	\$209.00	\$209.78	\$215.24	\$220.31	\$222.65	\$227.72	\$9.36	\$12.09	\$13.65	\$17.94	5%	6%	7%	9%
40	984	\$211.15	\$213.55	\$214.35	\$215.15	\$220.66	\$225.86	\$228.26	\$233.46	\$9.51	\$12.31	\$13.91	\$18.31	5%	6%	6%	9%
41	1,008	\$216.42	\$218.88	\$219.70	\$220.52	\$226.08	\$231.41	\$233.87	\$239.20	\$9.66	\$12.53	\$14.17	\$18.68	4%	6%	6%	8%
42	1,033	\$221.69	\$224.21	\$225.05	\$225.89	\$231.50	\$236.96	\$239.48	\$244.94	\$9.81	\$12.75	\$14.43	\$19.05	4%	6%	6%	8%
43	1,058	\$226.96	\$229.54	\$230.40	\$231.26	\$236.92	\$242.51	\$245.09	\$250.68	\$9.96	\$12.97	\$14.69	\$19.42	4%	6%	6%	8%
44	1,082	\$232.23	\$234.87	\$235.75	\$236.63	\$242.34	\$248.06	\$250.70	\$256.42	\$10.11	\$13.19	\$14.95	\$19.79	4%	6%	6%	8%
45	1,107	\$237.50	\$240.20	\$241.10	\$242.00	\$247.76	\$253.61	\$256.31	\$262.16	\$10.26	\$13.41	\$15.21	\$20.16	4%	6%	6%	8%
46	1,131	\$242.77	\$245.53	\$246.45	\$247.37	\$253.18	\$259.16	\$261.92	\$267.90	\$10.41	\$13.63	\$15.47	\$20.53	4%	6%	6%	8%
47	1,156	\$248.04	\$250.86	\$251.80	\$252.74	\$258.60	\$264.71	\$267.53	\$273.64	\$10.56	\$13.85	\$15.73	\$20.90	4%	6%	6%	8%
48	1,181	\$253.31	\$256.19	\$257.15	\$258.11	\$264.02	\$270.26	\$273.14	\$279.38	\$10.71	\$14.07	\$15.99	\$21.27	4%	5%	6%	8%
49	1,205	\$258.58	\$261.52	\$262.50	\$263.48	\$269.44	\$275.81	\$278.75	\$285.12	\$10.86	\$14.29	\$16.25	\$21.64	4%	5%	6%	8%
50	1,230	\$263.85	\$266.85	\$267.85	\$268.85	\$274.86	\$281.36	\$284.36	\$290.86	\$11.01	\$14.51	\$16.51	\$22.01	4%	5%	6%	8%



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

DATE: 2/23/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Approving a Memorandum of Agreement with William Lyon Homes and Alves Ranch LLC for Commercial Property Development at Alves Ranch

MEETING DATE: 3/5/2018

EXECUTIVE SUMMARY

The City entered into a Development Agreement with William Lyon Homes and Alves Ranch LLC for a 293 acre development in the southwest portion of Pittsburg effective January 5, 2005 (the "Property"). The Development Agreement contemplated approximately 14 acres for office development. The Memorandum of Agreement recognizes that the Developer may seek a rezoning change to allow commercial retail, rather than office uses on the Property, including a nationally recognized grocery store chain.

FISCAL IMPACT

With the potential change in zoning from office to commercial retail, the City's General Fund will see a modest increase in sales tax revenue.

RECOMMENDATION

City Council move to adopt the Resolution and approve the Memorandum of Agreement with William Lyon Homes and Alves Ranch LLC.

BACKGROUND

The City entered into a Development Agreement with William Lyon Homes and Alves Ranch LLC for a 293 acre development in the southwest portion of Pittsburg effective January 5, 2005. On January 20, 2009, the City Council adopted Ordinance No. 08-1312 approving a Master Plan for the property known as 'Alves Ranch', which is generally located on the north side of West Leland Road, immediately north of the existing Vista Del Mar Residential Development. The approved Master Plan included a layout that allowed for a maximum of 560 residential units and 14 acres of business (office) commercial uses.

SUBCOMMITTEE FINDINGS

The Memorandum of Agreement with William Lyon Homes and Alves Ranch LLC was discussed on November 7, 2017 at the Land Use Subcommittee. The Land Use Subcommittee was supportive of the concept.

STAFF ANALYSIS

The lone retail shopping center in the southwest hills area of Pittsburg was constructed in 1989. The construction of several thousand residential units since 1989 has overburdened the existing Safeway shopping center. In public meetings and a recent survey, local residents have implored staff to seek solutions to the lack of retail in the area.

As of late 2017, the residential developer (William Lyon Homes) began the process of purchasing the Alves Ranch property from Alves Ranch LLC. This developer is interested in making several modifications to the overall master plan, which include reducing the overall density of the site by approximately 228 units and re-designating the commercial land from business (office) commercial to retail commercial so that a new 12 acre shopping center (with a grocery store) can be built.,

The Memorandum of Agreement requires William Lyon Homes to file an application for rezoning the office commercial to retail commercial and to construct and complete all requisite utility stub-outs and roadway access points by March 15, 2019. Alves Ranch LLC shall ensure that all retail commercial operations are open for business by March 1, 2023 or face a \$50,000 penalty. In addition, Alves Ranch is granted an option to develop a commercial sign at the development by September 1, 2023.

ATTACHMENTS: Resolution
Memorandum of Agreement

Report Prepared By: Garrett Evans, Assistant City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution	)	
Approving a Memorandum of Agreement	)	
Between the City of Pittsburgh and William	)	RESOLUTION NO. 18-
Lyon Homes and Alves Ranch LLC for	)	
<u>Commercial Property Development</u>	)	

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, the City entered into a Development Agreement with William Lyon Homes and Alves Ranch LLC for a 293 acre development in the southwest portion of Pittsburgh effective January 5, 2005. The Development Agreement contemplated approximately 14 acres for office development; and

WHEREAS, on January 20, 2009, the City Council adopted Ordinance No. 08-1312 approving a Master Plan for the property known as 'Alves Ranch', which is generally located on the north side of West Leland Road, immediately north of the existing Vista Del Mar Residential Development; and

WHEREAS, the lone retail shopping center in the southwest hills area of Pittsburgh was constructed in 1989. The construction of several thousand residential units since 1989 has overburdened the existing Safeway shopping center; and

WHEREAS, the Memorandum of Agreement requires William Lyon Homes to apply for rezoning the office commercial to retail commercial and construct and complete all requisite utility stub-outs and roadway access points by March 15, 2019; and

WHEREAS, Alves Ranch LLC shall ensure that all retail commercial operations are open for business by March 1, 2023 or face a \$50,000 penalty. In addition, Alves Ranch is granted an option to develop a commercial sign at the development by September 1, 2023.

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

Section 1.

The City Council hereby finds and determines that the above recitals are true, correct and incorporated herein.

Section 2.

The Memorandum of Agreement between the City and William Lyon Homes, and Alves Ranch LLC is hereby approved.

Section 3.

The City Manager is hereby authorized to execute the Memorandum of Agreement and take any and all other actions necessary to carry out this Resolution.

Section 4.

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

Section 5.

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 5th day of March, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attention: City Clerk

(SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY)

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF PITTSBURG, WILLIAM LYON HOMES,
AND ALVES RANCH LLC CONCERNING
COMMERCIAL PROPERTY DEVELOPMENT**

This Memorandum of Agreement ("MOA") is entered into by and between the City of Pittsburg, a California municipal corporation ("City") and WILLIAM LYON HOMES, INC., a California corporation ("Lyon") and ALVES RANCH, LLC, a California limited liability company ("Alves Ranch") (Alves Ranch and Lyon are herein collectively referred to as "Developer") as of _____, 2018, on the terms and conditions set forth below. The Developer and the City shall collectively be referred to as "the Parties."

RECITALS

WHEREAS, the Developer and the City have entered into a Development Agreement pursuant to Council Ordinance No. 04-1231.

WHEREAS, the Development Agreement relates to certain real property in Pittsburg, California described in Exhibit A, attached hereto and incorporated herein by this reference, which is owned by Alves ("Property").

WHEREAS, the Parties collectively believe that the public would substantially benefit from the addition of commercial retail establishments on the Property, including but not limited to, an anchor grocery store.

NOW, THEREFORE, the Developer and the City agree as follows:

TERMS

1. Commercial Use of Property. Within three months of the Parties' execution of this MOA, Developer shall submit an application to the City (a) to rezone at least twelve (12) acres of the Property into a commercial retail space parcel ("Parcel") and (b) to submit an application to the City for a Parcel Map to create the Parcel as a separate property consistent with the Subdivision Map Act.

2. Development of Parcel.

a. Alves Ranch wishes to and agrees to develop the Parcel to include, among other commercial and retail uses, an approximately 40,000 sq. ft. retail space on a portion of the Parcel with the anticipation that it will be leased to an anchor grocery store of a national chain, provided that the national grocery store chain desires to lease the space at a then commercially reasonable rent at the time of development. "Commercially reasonable" shall be determined by an appraiser or similar professional, selected by mutual written agreement of the Parties.

b. Lyon shall construct and complete at Lyon's sole cost all requisite utility stub-outs and roadway access points to support the future commercial retail space contemplated above, and as determined by the Final Engineering Plans prepared by Lyons engineer and approved by the City Engineer in writing. City and Lyon shall work together to have plans approved and improvements completed by March 15, 2019, which date may be extended in writing by Lyon and the City, if mutually agreeable.

3. Timeline for Completion.

(a) Unless delayed by a Force Majeure (as defined below), or the City's failure to (i) approve the rezoning of the Parcel referenced above, (ii) approve design plans for the commercial development of the Parcel, or (iii) issue and approve construction permits for the Parcel, all in a reasonably timely fashion, Alves Ranch shall cause commercial establishments to be added pursuant to this MOA to be open for business by March 1, 2023. However, any delay in the City's processing and/or approval of Alves Ranch application for rezoning, design review, and any other entitlements shall not be deemed a "failure" by the City, as referenced in the preceding sentence if submittals by Alves Ranch are incomplete or otherwise do not comply with applicable City standards, rules and regulations. In the event that Alves Ranch does not comply with this obligation, Alves Ranch shall pay the City fifty thousand dollars (\$50,000) as a public benefit fee and as the City's sole remedy for the failure of Alves Ranch to meet that deadline. However, this payment shall not constitute a waiver, rescission or other modification of the obligation to build commercial establishments, including a national grocery store, in the future on the Parcel, unless no national grocery store chain desires to lease a portion of the Parcel at a then commercially reasonable rent (as defined above) at the time of development or the zoning or land use entitlements for the Parcel are amended with City approval.

(b) The City shall first provide written notice to Alves Ranch of its failure to comply with Section 3 of this MOA. Alves Ranch shall then submit its payment in its entirety within ten (10) calendar days of the date of the City's written notice.

4. Development of Commercial Sign/Billboard.

(a) City grants to Alves Ranch the exclusive, non-assignable option to develop a commercial sign/billboard, consistent with applicable laws and City ordinances, resolutions, regulations, and appropriate fees (as determined by the City) as to commercial signs and/or billboards in effect at the time of City approval of Alves Ranch's application to develop the sign on the property shown on Exhibit "B", attached hereto and incorporated herein.

(b) To utilize this option, Alves Ranch must submit and receive all City and other regulatory agency approvals on the proposed sign on or before March 1, 2023, with a completion date for operation of the sign/billboard no later than September 1, 2023.

(c) Prior to the City determining that any application by Alves Ranch pursuant to this section 4 is complete, the parties shall enter into a separate written agreement concerning all terms and conditions relating to the commercial sign/billboard.

5. Covenants Running with the Land. All of the provisions contained in this MOA shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Parcel, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this MOA shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code § 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Parcel, as appropriate, runs with the Parcel and is binding upon the owner of all or a portion of the Parcel and each successive owner during its ownership of such property. As to Alves Ranch (with regard to Alves Ranch's interest in the Parcel) and Lyon (as to Lyon's interest in the Parcel), upon the transfer by either entity comprising Developer of such entity's entire interest in the Parcel, the transferring entity shall be released from this MOA, as long as such transfer is first approved by the City Manager in writing.

6. Relationship of Parties. The City and Developer hereby agree that nothing contained in this MOA shall be construed as creating any form of agency relationship, joint venture or legal partnership between the City and the Developer.

7. Modifications to MOA. This MOA may not be altered, amended, modified or otherwise changed, except by a writing duly executed by authorized representatives of each of the Parties.

8. Venue. Any suit brought to enforce any provision of this MOA, or for damages for the breach hereof, shall be commenced and maintained exclusively in the County of Contra Costa, California.

9. Governing Law. This MOA shall be interpreted, enforced, and governed by the laws of the State of California.

10. Interpretation. The Parties have had an equal opportunity to participate in the drafting of this MOA. The usual construction of an agreement as to the drafting Party shall not apply to this MOA. In addition, all terms and conditions of the prior Development Agreement between the Parties shall continue to be binding on the Parties hereto, except as expressly modified in a writing executed by the Parties.

11. Severability. If any term, condition, or covenant of this MOA is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this MOA shall not be affected thereby and the MOA shall be read and construed without the invalid, void, or unenforceable provision(s).

12. Notices. All notices that are required to be given by one Party to the other under this MOA shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the Parties at the following addresses:

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attention: City Manager

with a copy to:
Ruthann G. Ziegler, Esq.
Meyers Nave
555 Capitol Mall, Suite 1200
Sacramento CA 95821

Developer:

If to Alves Ranch:

Alves Ranch, LLC
Attn: Gerald Alves, Manager
299 Barrington Lane
Alamo, CA 94507
Email: N550JA@aol.com
Facsimile: (925) 937-6712

with a copy to:

Greenan, Pepper, Sallander&Lally LLP
2000 Row Canyon Place, Suite 380
San Ramon, CA 94583
Attention: H. Ray Pepper, Esq.
Email: hpepper@gpsllp.com
Facsimile: (925)830-8787

If to Lyon:

William Lyon Homes, Inc.
2603 Camino Ramon, Suite 450
San Ramon, CA 94583
Attention: Scott Roylance
Facsimile No.: (925) 543-5501
Email: scott.roylance@lyonhomes.com

and

William Lyon Homes, Inc.
4695 MacArthur Court, 8th Floor
Newport Beach, CA 92660
Facsimile No.: (949) 252-2574
Attn: Richard S. Robinson
E-Mail: rick.robinson@lyonhomes.com

with a copy to:

Newmeyer& Dillion, LLP
895 Dove Street, Fifth Floor
Newport Beach, CA 92660
Facsimile No.: (949) 854-7099
Attn: Jane Samson, Esq.
E-Mail: jane.samson@ndlf.com

13. Effective Date. This Agreement shall be effective as of the date first set forth above.

14. Force Majeure. With respect to any obligation of any Developer under this Agreement, other than a monetary obligation, the failure of any such Developer to perform such obligation shall not constitute a default under this Agreement if, and so long as, such nonperformance has resulted from a national emergency, governmental restriction moratorium or the like, labor unavailability, disputes or strikes, acts of God or any other circumstance beyond such party's reasonable control and which such party could not have reasonably anticipated.

15. Termination. This MOA shall remain in full force and effect until terminated by a writing executed and signed by the Parties.

16. Counterparts. This MOA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

WHEREFORE, the Parties have executed this MOA as of the date set forth above.

CITY OF PITTSBURG:

By: _____
Joe Sbranti
City Manager

ATTEST:

By: _____
Alice Evenson
City Clerk

APPROVED AS TO FORM:

By: _____
Ruthann G. Ziegler
City Attorney

ALVES RANCH:

ALVES RANCH, LLC, a California limited liability company

By: _____
Its: _____

LYON:

WILLIAM LYON HOMES, INC., a California corporation

By: _____
Its: _____

By: _____
Its: _____

Exhibit "A"

Property

Exhibit "B"

Billboard Area

DRAFT

2931435.3

DRAFT

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

DATE: February 20, 2018

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

CITY COUNCIL/AGENCY MEMBERS

Dwaine "Pete" Longmire, Mayor/Chair
Sal Evola, Vice-Mayor/Chair
Juan Antonio Banales, Council/Agency Member
Jelani Killings, Council/Agency Member
Marilyn Craft, Council/Agency Member
Michelle Bond, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS

Joe Sbranti, City Manager/Executive Director
Ruthann Ziegler, City Attorney/Legal Counsel
Alice E. Evenson, City Clerk/Agency Secretary (elected)
Nancy Parent, City Treasurer (elected)

Mayor Longmire called the meeting of the City Council to order at 8:06 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 5:00 P.M. for a Goal Setting Workshop.

Prior to Roll Call, the Mayor called for a moment of silence for the children of Stoneman Douglas High School in Florida that were killed on February 14, 2018.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

Chief Addington led the Pledge of Allegiance.

PROCLAMATION

Black History Month

Members of the East County NAACP were in attendance to receive the proclamation.

Celebrating the Bicentennial of Frederick Douglass' Birth

Kevin McGary of the Douglas Leadership Institute accepted the proclamation. Mr. McGary also introduced local artist Tom Matousek and his portrait of Frederick Douglass.

CITIZENS REMARKS

Charles Smith, Pittsburg, thanked the Council for recognizing Frederick Douglass. He also requested Council adopt a resolution regarding the gun violence in Florida.

Mark Linde, Pittsburg, commended the Police Chief and Community Outreach Coordinator Baldazo for their interaction with the community on social media.

CITY MANAGER'S REMARKS

City Manager Sbranti stated there was nothing to report.

CITY COUNCIL MEETING

CONSIDERATION

3. By Minute Order, Select Commission Appointments to Vacancies on the Planning Commission, Community Advisory Commission, and Contra Costa Mosquito & Vector Control District

On motion by Vice Mayor Evola, seconded by Mayor Longmire, to appoint Mark Linde to the Planning Commission for the term that ends June 30, 2019, and carried unanimously.

On motion by Member Killings, seconded by Member Banales, to appoint Lamontay Marshall to the Community Advisory Commission for the term that ends June 30, 2019 and carried unanimously.

By virtue of recommendation, Richard Ainsley was re-appointed to the County's Mosquito & Vector Control Board for the term that ends February 16, 2022.

CONFLICT OF INTEREST STATEMENT

Member Craft stated she would recuse herself from the vote on Item 5 due to her financial interest.

COMBINED CITY COUNCIL, PITTSBURG POWER COMPANY, AND SUCCESSOR AGENCY CONSENT CALENDAR

On motion by Vice Mayor/Chair Evola, seconded by Member Banales, to adopt and carried unanimously.

4. Minutes of February 5, 2018

5. Adoption of a Pittsburg Power Company Resolution to Enter into a Contract with Contra Costa County Workforce Development Board for the Future Build's Cohort 13

6. Adoption of a City Council Resolution to Establish the 2018/2019 Annual Stormwater Utility Area Fee

7. Adoption of a City Council Resolution to Authorize Allocation of the State of California Highway Patrol Every Fifteen Minutes Program Contract
8. Adoption of a City Resolution to Approve the Second Amendment to the Lease By and Between City of Pittsburg and Contra Costa County Sheriff-Coroner at 340 Marina Boulevard
9. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Professional Services Agreement for Community-wide Environmental Assessment Services
10. Receive and File the Treasurer's Report for the Quarter Ending December 31, 2017
11. Adoption of a City Council Resolution to Establish Salary Ranges for New Classifications
12. Adoption of a City Council Resolution to Allocate \$10,000 from the Los Medanos Community Healthcare District to the Bike Share Pilot Program
13. Adoption of an Ordinance Amending the Avila Road Overlay District in Order to Allow Limited Warehousing and Storage Uses, AP-17-1235 (RZ)
14. Adoption of a City Council Resolution Approving Speed Humps on Crestview Drive, Between West Leland Road and Frontage Road

COUNCIL MEMBER REPORTS/REMARKS

Member Craft commended staff for the presentation for the Goals Workshop.

The Council Convened to Closed Session for the following items at 8:38 P.M.

15. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION FOR THE CITY OF PITTSBURG (Paragraph (1) of subdivision (d) of Section 54956.9):

Genon Energy, Inc. Chapter 11, US Bankruptcy Court for the Southern District of Texas, Houston Division, Case No. 17-33695(DRJ)

16. CONFERENCE WITH LEGAL COUNSEL – ANITICIPATED LITIGATION FOR THE CITY OF PITTSBURG; Significant exposure to litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

Two (2) cases

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

Property: Center Drive (APNs 086-100-040 and 086-100-041); Negotiators: Joe Sbranti, Garrett Evans; Negotiating Parties: Garaventa Enterprises; Under negotiation: both price and terms of payment

Property: Broadway Avenue (APN 094-025-002); Negotiators: Joe Sbranti, Garrett Evans, Maria Aliotti; Negotiating Parties: Pacific West Communities; Under negotiation: both price and terms of payment

Mayor Longmire stated there was no reportable action taken in Closed Session.

ADJOURNMENT

The City Council meeting was adjourned at 9:49 P.M. to March 5, 2018.

Respectfully submitted,

Alice E. Evenson, City Clerk



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

DATE: 2/13/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a Resolution Allocating Funds to Reimburse Seecon Financial & Construction Co., Inc. for Infrastructure Costs Incurred Related to Community Facilities District 2009 01, San Marco ("CFD 2009-01")

MEETING DATE: 3/5/2018

EXECUTIVE SUMMARY

The City established CFD 2009-01 to help fund public improvements in the San Marco development that the developer, Seecon Financial & Construction Co., Inc. dba Discovery Builders ("Developer"), builds on behalf of the City. The Developer is seeking reimbursement for eligible expenses in the amount of \$3,824,499.27. The proposed resolution will authorize the use of available funds to reimburse the developer, currently available, \$2,232,995 from the CFD 2009-01 Fund to reimburse the Developer for public improvements in the amount of \$2,199,500 and the City for administrative expenses in the amount of \$33,495, leaving a balance due for reimbursement to the Developer in the amount of \$1,624,999.27 and \$23,872.49 for City administration when tax assessment funds become available.

FISCAL IMPACT

CFD 2009-01 Fund has a current available balance of \$2,232,995. Approval of the proposed allocation will result in the CFD 2009-01 available fund balance to be zero.

RECOMMENDATION

Approve the attached resolution to allocate \$3,824,499.27 from the CFD 2009-01 Fund to reimburse the Developer for CFD 2009-01 public improvement expenses in the amount of \$2,199,500 and the City's administrative expenses in the amount of \$33,495, leaving a balance due for reimbursement when funds become available, which amounts to a Developer reimbursement of \$1,624,999.27, and City administration reimbursement in the amount of \$23,872.49 to be paid from future property tax revenues received by the CFD 2009-01 fund.

BACKGROUND

On December 21, 2009, the City Council established CFD 2009-01 for the purpose of financing certain authorized public capital facilities (the "Facilities") within CFD 2009-01 as set forth in the Resolution of Formation No. 09-11366 and the Resolution Deeming it Necessary to Incur Bonded Indebtedness No. 09-11367, both adopted by the City Council on December 21, 2009.

At the request of a property owner, the City Council initiated annexation proceedings to annex certain territory in the City to the CFD 2009-01 by adopting a Resolution of Intention to Annex Territory to Community Facilities District 2009-01 (San Marco) and to Levy a Special Tax in such Territory and Approving Annexation Map No. 1 on January 18, 2011. CFD 2009-01 was formed in accordance with the terms of the Development Agreement between the City of Pittsburg and Developer and pursuant to the Mello Roos Act. The Facilities authorized to be acquired and constructed in and for CFD 2009-01 include various public infrastructure improvements such as street improvements, street lighting, public landscaping, traffic signals, sound walls, joint utility mains, storm drains, water facilities, sewer facilities, etc. In accordance with State law, public improvements may be financed in and for CFD 2009-01 to be funded by the special tax levied on both residential and non-residential property within CFD 2009-01 boundaries, including any territory annexed thereto. The special tax may fund the Facilities directly and may also pay debt service on bonds issued to finance the Facilities as well as costs incurred to form CFD 2009-01.

SUBCOMMITTEE FINDINGS

N/A

STAFF ANALYSIS

In fiscal year 2014/15, funds in the amount of \$1,588,757 were paid to the Developer and \$23,831 to the City for administration costs incurred for the design and construction of project improvements.

On November 30, 2017, staff received an invoice from the Developer for Acquisition Improvement Reimbursement No. 2 in the amount of \$3,824,499.27, for costs incurred to build public improvements in CFD 2009-01. As described in the attached memorandum from the City Engineer, staff reviewed the invoice and determined that the improvements had been constructed to the City's standards and the reimbursement request was consistent with the City's Agreement with the Developer.

Funding is available to reimburse the Developer for CFD 2009-01 public improvement expenses in the amount of \$2,199,500 and the City's administrative expenses in the amount of \$33,495, leaving a balance due when tax assessment funds become available, which amounts to \$1,624,999.27 to the Developer and an additional \$23,872.49 to the City for administration. The Developer will continue to complete the infrastructure improvements and will submit an invoice in the future for improvements still to be completed.

ATTACHMENTS: 1. Resolution
2. City Engineer Approval of \$3,824,499.27 in Payment of Funds from CFD 2009-01

Report Prepared By: Diane Agar, Finance Division Manager

Reviewed by: Brad Farmer, Director of Finance

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Allocating Funding from the CFD 2009-01	)	
Fund to Reimburse Developer for Public	)	RESOLUTION NO. 18-
Improvement Expenses and the City's	)	
<u>Administrative Expenses</u>	)	

The Pittsburgh City Council DOES RESOLVE as follows:

WHEREAS, on December 21, 2009, the Pittsburgh City Council established Community Facilities District 2009-01, San Marco ("CFD 2009-01"); and

WHEREAS, prior to forming CFD 2009-01, the City of Pittsburgh ("the City") entered into a Deposit and Reimbursement Agreement ("Agreement") with the San Marco property owner and developer, A. D. Seenó ("Developer") that requires the City to reimburse the Developer for public improvements constructed in the San Marco development from tax proceeds collected from CFD 2009-01; and

WHEREAS, the Developer incurred \$3,824,499.27 in eligible expenses to construct public improvements in CFD 2009-01 and is seeking reimbursement of such expenses; and

WHEREAS, CFD 2009-01 has a current available fund balance of \$2,232,995 to partially reimburse the Developer in the amount of \$2,199,500 and reimburse the City in the amount of \$33,495 for administrative expenses, leaving \$1,624,999.27 due for reimbursement to the developer.

NOW, THEREFORE, the City Council finds and determines 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.

Section 2. Authorization

- A. The City Council approves allocating \$3,824,499.27 from the City's CFD 2009-01 Fund as it becomes available, currently available for reimbursement is \$2,199,500 to the Developer for CFD 2009-01 public improvement expenses and \$33,495 to the City for administrative expenses, leaving a balance due for Developer reimbursement in the amount of \$1,624,999.27 and City administration in the amount of \$23,872.49 to be paid from future property tax revenues received by the CFD 2009-01 Fund

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting held on March 5, 2018 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwayne "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk



City of Pittsburg
Community Development Department
65 Civic Avenue
Pittsburg, California 94565

Date: January 30, 2018

To: Brad Farmer, Finance Director

From: Fritz McKinley, City Engineer

Re: Acquisition Improvement Reimbursement Number 2 from CFD 2009-1

Discovery Builders has submitted a request for reimbursement for costs accrued for the design and construction of project improvements for Subdivision 8519 San Marco Unit 6.

The supporting paperwork for their request is consistent with costs expended for the design, construction, and applicable fees expended for the construction of Subdivision 8519, San Marco Unit 6. The improvements were constructed by the Developer and accepted by the City on May 7, 2007 by Resolution No. 07-10786.

The total costs were \$3,824,499.27. The current balance of funds in CFD 2009-01 is \$2,199,500. Since available funds exceed the requested reimbursement, the Developer will receive credits against future funds subsequently deposited in CFD 2009-01.

It is hereby recommended that the Developer be reimbursed for expenditures made for the design and construction of Subdivision 8519, San Marco Unit 6. The amount disbursed will be the amount available on hand and authorized under the agreement between the City and the Developer.

Attached to this memo is a copy of the executed Form of Actual Cost Certificate submitted by the Developer and executed by me, the City Engineer.

EXHIBIT B

FORM OF ACTUAL COST CERTIFICATE

COMMUNITY FACILITIES DISTRICT 2009-01

(SAN MARCO)

CITY OF PITTSBURG, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

The undersigned, a duly authorized representative of San Marco Properties, LLC (the "Developer") is filing this Actual Cost Certificate pursuant to that certain Acquisition, Funding and Disclosure Agreement, dated as of April 5, 2010 (the "Agreement"). Capitalized terms used herein shall have the meanings assigned thereto in the Agreement. The undersigned, on behalf of the Developer, hereby certifies as follows:

1. The Developer hereby requests that the City of Pittsburg acquire the Acquisition Improvement(s) listed in Schedule I attached hereto.
2. The Actual Cost of the Acquisition Improvement(s) is listed in Schedule I hereto, and is supported by the documentation submitted to the City Engineer with this Certificate.
3. The Title Documents, title insurance policy (if applicable) and lien releases submitted with this certificate meet the requirements of the Agreement.
4. The Developer and all Affiliates thereof are current in the payment all due and payable property taxes and special taxes of the District on property owned by them within the District.
5. The Developer is otherwise in compliance with the Agreement.

Dated: 12/4/17

SEECON FINANCIAL &
CONSTRUCTION CO., INC.,
a California Corporation

By: [Signature]

Title: PRESIDENT

APPROVED

[check one]

☐ with modifications noted on Schedule I

☒ as submitted

[Signature]
City Engineer of the City of Pittsburg



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

DATE: 2/13/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: RESOLUTION OF SUPPORT FOR REDUCING CRIME AND
KEEPING CALIFORNIA SAFE ACT OF 2018
MEETING DATE: 3/5/2018

EXECUTIVE SUMMARY

The City has received a request from the California Police Chiefs Association urging support and adoption of a resolution supporting the “Reducing Crime and Keeping California Safe Act” of 2018.

FISCAL IMPACT

There no impact to the General Fund.

RECOMMENDATION

City Council adoption of the Resolution in support of the Reducing Crime and Keeping California Safe Act of 2018.

BACKGROUND

The California Police Chiefs Association is requesting support for the Reducing Crime and Keeping California Safe Act of 2018. The goal of this initiative is to fix many of the significant consequences of AB109, Proposition 47 and Proposition 57. The overall intent of these measures has been to increase opportunities for rehabilitation while lowering recidivism and incarceration rates. Goals that all agree are worthy; however, the major policy changes resulted in a series of unintended consequences that have negatively impacted public safety in communities throughout California.

The Reducing Crime and Keeping California Safe Act of 2018 would expand the list of violent crimes for which early release is not an option. Under current law, rape of an unconscious person, trafficking a child for sex, assault of a peace officer, felony domestic

violence and other similar crimes are not classified as “violent felonies” making criminals convicted of these crimes eligible for early release.

The “Act” would further reinstate DNA collection for certain crimes that were reduced to misdemeanors as part of Proposition 47; revise the theft threshold by adding a felony for serial theft – when a person is caught for the third time stealing with a value of \$250; and require the Board of Parole Hearings to consider an inmate’s entire criminal history when deciding parole, not just his/her most recent commitment offense; and requires a mandatory hearing to determine whether parole should be revoked for any parolee who violates the terms of his/her parole for the third time.

SUBCOMMITTEE FINDINGS

N/A

STAFF ANALYSIS

City staff concurs with the California Police Chief’s Association. The initiative will help crack down on repeat offenders and protect our most vulnerable victims from dangerous individuals who take advantage of our laws, our businesses and our communities.

ATTACHMENTS: Resolution

Report Prepared By: Brian Addington, Chief of Police

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the matter of:

Approving Support for Reducing Crime)
And Keeping California Safe Act of 2018)

RESOLUTION NO. 18-

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

WHEREAS, protecting every person in our state, including our most vulnerable children, from violent crime is of the utmost importance. Murderers, rapists, child molesters and other violent criminals should not be released early from prison; and

WHEREAS, since 2014, California has had a larger increase in violent crime than the rest of the United States. Since 2013, violent crime in Los Angeles has increased 69.5%. Violent crime in Sacramento rose faster during the first six months of 2015 than in any of the 25 largest U.S. cities tracked by the FBI; and

WHEREAS, The FBI Preliminary Semiannual Uniform Crime Report for 2017, which tracks crimes committed during the first six months of the past year in U. S. cities with populations over 100,000, indicates that last year violent crime increased again in most of California's largest cities.

WHEREAS, recent changes to parole laws allowed the early release of dangerous criminals by the law's failure to define certain crimes as "violent." These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, battery on a police officer or firefighter, and felony domestic violence to be considered "nonviolent offenders."; and

WHEREAS, as a result, these so-called "non-violent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge; and

WHEREAS, violent offenders are also being allowed to remain free in our communities even when they commit new crimes and violate the terms of their post release community supervision, like the gang member charged with the murder of Whittier Police Officer, Keith Boyer; and

WHEREAS, this measure reforms the law so felons who violate the terms of their release can be brought back to court and held accountable for such violations; and

WHEREAS, nothing in this act is intended to create additional "strike" offenses which would increase the state prison population, nor is it intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits; and

WHEREAS, recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal; and

WHEREAS, as a result, between 2014 and 2016, California had the 2nd highest increase in theft and property crimes in the United States, while most states have seen a steady decline. According to the California Department of Justice, the value of property stolen in 2015 was \$2.5 billion with an increase of 13 percent since 2014, the largest single-year increase in at least ten years; and

WHEREAS, grocery store operators around the state have seen unprecedented increases in the amount of losses associated with shoplifting in their stores, with some reporting up to 150% increases in these losses from 2012 to present, with the largest jumps occurring since 2014; and

WHEREAS, shoplifting incidents have started to escalate in such a manner that have endangered innocent customers and employees; and

WHEREAS, individuals who repeatedly steal often do so to support their drug habit. Recent changes to California law have reduced judges' ability to order individuals convicted of repeated theft crimes into effective drug treatment programs; and

WHEREAS, California needs stronger laws for those who are repeatedly convicted of theft related crimes, which will encourage those who repeatedly steal to support their drug problem to enter into existing drug treatment programs. This measure enacts such reforms; and

WHEREAS, collecting DNA from criminals is essential to solving violent crimes. Over 450 violent crimes including murder, rape and robbery have gone unsolved because DNA is being collected from fewer criminals; and

WHEREAS, DNA collected in 2015 from a convicted child molester solved the rape-murders of two six-year-old boys that occurred three decades ago in Los Angeles County. DNA collected in 2016 from an individual caught driving a stolen car solved the 2012 San Francisco Bay Area rape/murder of an 83-year-old woman; and

WHEREAS, recent changes to California law unintentionally eliminated DNA collection for theft and drug crimes. This measure restores DNA collection from persons convicted for such offenses; and

WHEREAS, permitting collection of more DNA samples will help identify suspects, clear the innocent and free the wrongly convicted, and

WHEREAS, this measure does not affect existing legal safeguards that protect the privacy of individuals by allowing for the removal of their DNA profile if they are not charged with a crime, are acquitted or are found innocent.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 5TH day of March 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk



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

DATE: 2/20/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Council Resolution Accepting the General Plan Annual Progress Report for Calendar Year 2017

MEETING DATE: 3/5/2018

EXECUTIVE SUMMARY

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

The last APR for Calendar Year 2016, was reviewed by the City Council on March 20, 2017, and then submitted to OPR, HCD and CCTA on March 21, 2017. The APR for Calendar Year 2017 was presented to the Planning Commission at its February 13, 2018 meeting.

FISCAL IMPACT

Preparation and acceptance of this report does not require expenditure of General Fund monies beyond the staff time needed to draft the document; however, preparation of the report is identified as a submittal component of some applications for grant funding.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution accepting the APR for calendar year 2017.

BACKGROUND

The Pittsburg General Plan 2020 is a state-mandated and comprehensive planning document intended to guide Pittsburg's long-term physical growth and development. It articulates a shared community vision of the City's future and sets forth broad goals and policies relative to important topics including, but not limited to, land use, economic development, housing, transportation, public safety, and open space. The last comprehensive update of Pittsburg's General Plan was completed in 2001. Most recently, the City Council adopted Resolution No. 15-13033 approving the General Plan Housing Element Update for the 2015-2023 planning period. Staff is currently preparing a Request for Proposals from consultants interested in preparing a comprehensive General Plan update for the next planning period, which would extend from 2020 to 2040.

The APR for Calendar Year 2017 (Attachment 2) consists of a detailed table listing each of the adopted General Plan action policies or programs and their implementation status as of December 31, 2017. In addition to the APR, a Regional Fair Share Housing Allocation (RHNA) status update (Attachment 3) has been provided to document the City's progress in reaching its housing unit goals. The RHNA status table is a summary of all housing projects which were entitled by the Planning Commission and/or City Council during the 2017 calendar year, regardless of their construction status.

SUBCOMMITTEE FINDINGS

Not applicable.

STAFF ANALYSIS

The City continues to make progress in the implementation of its General Plan. In 2017, the City Council adopted ordinances streamlining the permitting process for accessory dwelling units and expanding the types of businesses allowed in Old Town, consistent with Land Use Element Policy 2-P-32 and Housing Element Policy 13-P-1.5.A.

The City made additional progress toward meeting its RHNA targets for the 2015-2023 housing cycle. As of 2017, the City has achieved six percent of its very-low (23 of 392); 86% of its low (219 of 254); 152% of its moderate (479 of 316); and 28% of its above-moderate income RHNA targets through project entitlements. The City approved Esperanza, a 318-unit market-rate, multi-family development to be constructed east of San Marco Boulevard and W. Leland Road; and Positano at San Marco, a 176-unit market rate, single-family development east of Santa Teresa Drive and Vernal Drive. A total of 153 building permits were issued for previously entitled residential development. Of those permits, 147 were for market-rate single-family units and six were for low-income accessory dwelling units attached to those homes.

The City completed several Capital Improvement Projects (CIP) supported by General Plan policies. These included the Frontage Road Multi-Use Trail (CIP Project ST-7); West 4th Street Sidewalk Gap Closure (Project ST-33); W. Leland Road/Oak Hills Drive Traffic Signal (Project S-1); Bocce Ball Courts and Restroom at John Buckley Square (Project PK-3); and Reopening of the Ambrose Aquatic Center (Project PK-53). Other CIPs that are supported by the General Plan and began construction during 2017 include Phase III of the Buchanan Road Sidewalk Replacement (Project ST-37); Phase I of Ray Giacomelli Park in San Marco (Project PK-15); the Power Avenue Multi-Use Trail (Project ST-8); and the Pittsburg Center BART Station Multimodal Transfer Facility (Project ST-16).

ATTACHMENTS: 1. Proposed Resolution

2. General Plan Annual Progress Report for Calendar Year 2017
3. Regional Fair Share Housing Allocation – 2017 Status Table
4. Adopted Planning Commission Resolution No. 10087

Report Prepared By: Hector J. Rojas, AICP, Senior Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Accepting the General Plan)
Annual Progress Report for Calendar)
Year 2017)

RESOLUTION NO. 18-

The Pittsburg City Council DOES RESOLVE as follows:

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

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

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

WHEREAS, on February 13, 2018, the Planning Commission reviewed the General Plan APR for calendar year 2017 and subsequently adopted Resolution No. 10087, accepting the APR and authorizing submittal of the report to the City Council, OPR, HCD, and Contra Costa Transportation Authority (CCTA).

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

Section 1. Findings.

Based on the City Council Staff Report entitled, "Adoption of a Resolution Accepting the General Plan Annual Progress Report for Calendar Year 2017," dated March 5, 2018, and based on all the information contained in the Planning Division files on the report, adopted and incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the March 20, 2017, meeting, the City Council finds that:

- A. All recitals above are true and correct and incorporated herein by reference.
- B. The General Plan APR for calendar year 2017 appropriately and accurately summarizes the City's progress to date in implementing the action policies in its General Plan.

Section 2. Acceptance of Report.

Based on the findings set forth above, the City Council hereby accepts the General Plan Annual Progress Report for Calendar Year 2017 included as Exhibit A of this resolution.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 5th day of March, 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Dwaine "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk

CITY OF PITTSBURG



GENERAL PLAN ANNUAL PROGRESS REPORT (Calendar Year 2017)

Prepared pursuant to Government Code Section 65400(b)
Accepted by the Planning Commission on February 13, 2018
Submitted to the City Council on March 5, 2018

GENERAL PLAN POLICY MATRIX

LAND USE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
2-P-1	Review the City's Sphere of Influence every 5 years. Ensure necessary annexation and SOI changes through coordination with the county and LAFCo, in accordance with Figure 2-3.	Implementation Ongoing. Sky Ranch, Ambrose Park and Mirant annexations were completed in 2008. Annexation of Northeast Industrial properties to DDSD boundary completed in 2010. Voter Measure I amending the ULL to include the property commonly known as Chevron East approved in November 2011. Environmental Impact Report for the proposed James Donlon Boulevard Extension corridor annexation project was certified in September 2014; however, initiation of annexation is still pending. Property owner-initiated annexations of Montreux and Tuscany Meadows properties completed in 2016 and 2017. Property owner-initiated annexation of the SW Hills/Faria property still underway.
2-P-2	Update the City's Zoning Ordinance and Subdivision Regulations for consistency with the General Plan, including the General Plan Diagram.	Phase 1 & 2 Zoning Code Updates are completed. First phase of Title 17 (Subdivision Ordinance) update completed in April 2009 and incorporated various updates in accordance with the state Subdivision Map Act. Title 17 further updated to streamline review of tentative maps in 2015. A tree preservation ordinance and wireless telecommunications ordinance, along with a variety of other miscellaneous amendments, adopted in 2015. Ordinances to define and regulate placement of smoke shops and smoking lounges, further update the wireless telecommunications regulations, as well as the retail sale and distribution of marijuana, adopted in 2016. Amendments to Title 18 regarding ADUs intended to streamline permitting process and comply with State law adopted in 2017.
2-P-13	Ensure that buffers – including landscaping, berms, parking areas, and storage facilities – are used to separate potentially incompatible activities.	Regulations incorporated into the Phase 2 Zoning Code Update adopted May 2007. Implementation ongoing through project review.
2-P-15	Ensure minimum residential densities, in accordance with the ranges stipulated in this plan.	Implemented with the Phase 2 Zoning Code Update adopted May 2007.

LAND USE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
2-P-16	Develop criteria and standards for small-lot single-family residential development that: - o Promotes design and development flexibility; - o Includes design and bulk standards to ensure that development is appropriate and related to underlying lot size; and - o Ensures that residential development promotes a neighborhood orientation, with limitation on frontage that can be occupied by garages.	Implemented with the Phase 2 Zoning Code Update adopted May 2007.
2-P-18	Limit all new multi-family housing to 16 units or more. Update the Zoning Ordinance to ensure that new multi-family projects are developed as large scale, professionally maintained, high-density housing.	Implemented with the Phase 2 Zoning Code Update adopted May 2007.
2-P-19	Revise the City's Subdivision Ordinance to encourage solar access and other energy-saving devices.	Partially implemented. Updates to Title 17 adopted in 2009, state the city may require subdividers dedicate easements for the purpose of assuring that each parcel or unit in the subdivision has the right to receive sunlight across adjacent parcels or units in the subdivision for any solar energy system. Development Review and Design Guidelines were updated in November 2010 (Resolution No. 9864) to include a green building design section, which includes policies encouraging solar access. Senate Bill 1 (2006) requires developers to provide homebuyers an option for solar pre-wiring; this is implemented through design review conditions of approval. Planning Commission goals for 2015 included a review of the zoning ordinance to remove potential barriers to the installation of new alternative energy sources within existing residential neighborhoods; however, that review has not yet been conducted. Ongoing opportunities to incorporate sustainable building elements sought on a case-by-case basis during zoning review.
2-P-20	Revise the City's Zoning Ordinance to require under-grounding of utility service/transformer boxes, and any other type of utility boxes, in new residential subdivisions.	Undergrounding of utilities is required by Standard Conditions of Development (Planning Commission Resolution No. 8931). Underground utilities are required for new development pursuant to Pittsburgh Municipal Code sections 12.36.120, 12.36.130 and 17.28.020.

LAND USE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
2-P-21	Revise the City's Hillside Preservation Ordinance to reflect General Plan policy direction.	Not yet implemented. Adoption of Hillside Regulations put on hold by City Council due to budgetary constraints.
2-P-22	Ensure that all General Plan policies apply to hillside land irrespective of zoning – whether Planned Development or any other base District.	Implemented as part of development review.
2-P-24	Prohibit new development on designated ridgelines. Ensure that residential developers cluster housing units to reduce both environmental and visual impact of hillside development.	Implemented as part of development review.
2-P-26	Ensure that new hillside development utilizes fire-resistant building materials, per the Uniform Building Code. Require that all residential units adjacent to open slopes maintain a 30-foot setback with fire-resistant landscaping.	Implemented as part of development review.
Downtown		
2-P-32	Concentrate all Downtown Commercial activity — which includes specialty retail, professional offices, and personal services, entertainment and other compatible uses — along the Railroad Avenue corridor. (Downtown: 5-P-4)	Implemented with the adoption of the CP (Pedestrian Commercial) District in October 2006. Ordinance to consolidate the CP-1 and CP-2 sub-districts to provide more flexibility related to the allowable uses within the CP District adopted in January 2018.
2-P-33	Limit commercial uses along the southern side of East Tenth Street to service commercial businesses—including repair and maintenance, retail sales, special trade contracting and other compatible uses. (Downtown: 5-P-8)	Implemented with the Phase 2 Zoning Code Update adopted May 2007.
2-P-34	Undertake active efforts, including land acquisition and assembly, to develop a waterfront activity center at the terminus of Harbor Street, featuring a cluster of Marine Commercial uses – such as specialty retail services, restaurants, marine repair and docking facilities, hotels and other uses listed in Table 5-1 (Downtown Element).	Ongoing. The area has been rezoned to CW (Waterfront Commercial) District as a first step to allowing redevelopment of the property by private developers.
2-P-36	Improve the pedestrian path along Marina Blvd. connecting the Downtown core to the waterfront/marina area. Provide a wide path right-of-way, way-finding signage, landscaping, interpretive plaques, and street lighting.	Partially implemented with construction of the Marina Promenade completed in 2008. Implementation ongoing as development along Marina Boulevard is proposed.

LAND USE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
Northeast River		
2-P-37	Ensure that development in Northeast River is limited to industrial activities and supporting business and service uses.	Implemented with the Phase 2 Zoning Code Update adopted May 2007.
2-P-42	Amend the City's Zoning ordinance to ensure that land uses progress from heavier industrial uses inland to lighter industrial uses directly facing the New York Slough waterfront, as feasible during redevelopment of industrial activities not dependent on docking access.	Implemented with the Phase 2 Zoning Code Update adopted May 2007.
Loveridge		
2-P-50	Work with Los Medanos Community College to provide pedestrian and bicycle access from the campus to commercial and employment centers within Loveridge.	Implementation ongoing. City currently working with Zagster to implement a bike sharing program at LMC and other locations throughout the city.
East Central		
2-P-53	Ensure that a linear park is developed along the northern and eastern boundaries of the Columbia Manor neighborhood to buffer residents from adjacent heavy industrial uses.	Implemented. Linear park built.
Railroad Avenue		

LAND USE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
2-P-55	Pursue the extension of the Railroad Ave. linear park along the north side of State Route 4, providing a pedestrian/bicycle connection from the City's major shopping corridor to the Civic Center and City Park.	Partially implemented. Supporting policies incorporated into the "Railroad Avenue Specific Plan," adopted by the City Council in November 2009 (Ord. No. 09-1319). The described linear park was excluded from the newly-built County Courthouse building approved by the State, although a multi-use trail was included in the site plan for the Civic Center Office Building approved under Planning Commission design review in May 2008. Trail adjacent to Civic Center Office Building to be built with future improvements related to the office building as well the BART Multimodal Transfer Facility (CIP project ST-25).
2-P-56	Work with BART to develop a specific plan for the Railroad Ave. BART station area, featuring mixed-use business commercial activities with extensive pedestrian amenities. Provide pedestrian linkages from this mixed-use village to the Civic Center, City Park, high school and other institutional uses on the north side of Hwy 4.	"Railroad Avenue Specific Plan" adopted by the City Council in November 2009. Implementation of policies and programs in Specific Plan ongoing.
2-P-57	Allow development at an intensity of up to 2.0 FAR along Railroad Avenue from State Route 4 to East Leland Road.	Implemented with Phase 2 Zoning Code Update adopted May 2007; also incorporated as development standards in the "Railroad Avenue Specific Plan," adopted November 2009.
2-P-58	Allow mixed-use development at an intensity of up to 1.0 FAR for non-residential uses, and additional residential development at a maximum density of 25 units per acre, on designated community commercial sites along Railroad Avenue, south of Bliss Avenue.	Implemented with the Phase 2 Zoning Code Update adopted May 2007.
2-P-59	Extend Garcia Avenue to Railroad Avenue if suitable opportunity arises during redevelopment of adjacent sites, and explore the feasibility of other linkages to improve accessibility.	Partially implemented. Roadway extension identified in the "Railroad Avenue Specific Plan," adopted by the City Council in November 2009. Improvements are to be built as redevelopment occurs in the specific plan area.

LAND USE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
2-P-60	Ensure that the small business commercial center at the southern end of Railroad Avenue (at Buchanan Road) is compatible with the scale of surrounding uses.	Implemented with the Phase 2 Zoning Code Update adopted May 2007. In 2015, this area was rezoned from Office Commercial (CO) District to Medium Density Residential (RM) District, and plans to convert the vacant office structure to a multifamily complex were approved by the City Council. The site is located between low- and high-density residential developments, and the medium-density area is compatible in scale and creates an appropriate transition between densities.
East Leland		
2-P-61	As part of the Zoning Ordinance, incorporate incentives to promote improvement of sites along Garcia Avenue with high-amenity business commercial uses. Undertake redevelopment, as needed, with an aim to promote parcel consolidation and coordinated development.	Implemented. Incorporated into the "Railroad Avenue Specific Plan," adopted November 2009.
2-P-62	Ensure that new business commercial centers provide pedestrian, bicycle, and transit amenities (such as walking paths, benches, bus shelters, bicycle racks, and lockers) enabling convenient use of alternative transportation modes including the proposed Railroad Avenue BART station.	Implementation ongoing. Bicycle racks required with Phase I Zoning Code Update adopted December 2005. Pittsburg Municipal Code chapter 15.96 requires installation of bus turnouts and shelters for new commercial/industrial development along arterial streets, upon request by the applicable transit agency. Development Review and Design Guidelines updated in November 2010 include policies that encourage bicycle/pedestrian connectivity and alternative transportation programs. The BART Multimodal Transfer Facility, at the corner of Railroad Avenue and California Avenue, will provide parking for over 40 bicycles, wide pedestrian pathways with active streetscapes, a new bus turnout and multiple covered waiting shelters to encourage alternative modes of transportation, including BART transit. City currently working with Zagster to implement a bike sharing program at select locations throughout the city. Project proposals reviewed on a case-by-case basis for opportunities for additional transit amenities.

LAND USE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
2-P-63	Participate in the development of a specific plan for the proposed Railroad Avenue BART station. Ensure that all uses with ½-mile radius of the proposed Station feature mixed-use, pedestrian-oriented design. (Transit Oriented Development)	Implemented. "Railroad Avenue Specific Plan," adopted by the City Council in November 2009.
2-P-64	Pursue the development of a trail/path linking the Delta De Anza Trail to the proposed Railroad Avenue BART Station area.	Partially implemented. Identified as policies in the "Railroad Avenue Specific Plan," adopted by the City Council in November 2009. Improvements are to be built as redevelopment occurs in the specific plan area.
2-P-65	Work with Los Medanos Community College to facilitate pedestrian and bicycle connections from the campus to nearby commercial and residential areas (See 5-P-50).	Implementation ongoing. Projects reviewed on a case-by-case basis for opportunities for such connections. City currently working with Zagster to implement a bike sharing program at LMC and other locations throughout the city.
2-P-66	Work with Los Medanos College and the City of Antioch to undertake a study exploring the viability of a street connection between Leland and Buchanan Roads, along the eastern edge of the College at the border of the two cities.	Partially implemented. Proposed "Standard Oil Avenue" is identified as a planned future route of regional significance in the East County Action Plan adopted by TRANSPLAN in August 2009 and the Countywide Transportation Plan adopted by the Contra Costa Transportation Authority in June 2009.
Buchanan		
2-P-71	New residential development south of Buchanan Road should: - o Ensure that adequate acreage is dedicated for an elementary school and community park directly adjacent to Buchanan Rd.; - o Not result in any net increase of peak-hour stormwater flow; - o Preserve and enhance existing north-south creeks; and - o Respect natural topography in the design and construction of new units.	Ongoing as part of development review.
2-P-72	Pursue construction of the Buchanan bypass, as designated in the General Plan Diagram, providing an alternative route for commuters traveling from Kirker Pass Rd. to destinations east of Pittsburg.	Identified in the five-year Capital Improvement Program (ST-4). Final environmental impact report for the corridor certified in September 2014. Annexation of land still pending.

LAND USE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
Woodlands		
2-P-76	Ensure that new residential development along Kirker Creek preserves natural riparian habitat. New development shall be setback at least 50 feet from the top of the stream bank, with continuous multi-use trail access along the west side for the creek.	Ongoing. Implemented on a case-by-case basis.
West Central		
2-P-78	Explore the feasibility of a pedestrian and bicycle bridge across State Route 4, near the Parkside and Los Medanos elementary schools.	Not implemented.
West Leland		
2-P-81	Undertake a streetscape enhancement program for West Leland Road focusing on improving the walkability and visual character of the corridor. Emphasize increased street trees and landscaping, medians, crosswalks, widened sidewalks and benches.	Implementation ongoing. Some improvements to West Leland Road completed in Summer 2009. Additional median improvements identified in the five-year Capital Improvement Program (ST-5). Code enforcement actions to remove unpermitted signs ongoing.
2-P-82	Pursue accessibility to Stoneman Park and expansion of the Park's bicycle and pedestrian trail network.	Partially implemented. Class II bicycle facilities and sidewalks along West Leland Road currently link the Delta De Anza trail to Stoneman Park (since renamed John Henry Johnson Park).
2-P-83	Explore the feasibility of provision of pedestrian and bicycle linkages from the Delta De Anza Trail to Stoneman Park.	Partially Implemented. Class II bicycle facilities and sidewalks along West Leland Road currently link the trail to Stoneman Park/John Henry Johnson Park. Continue to explore feasibility, opportunities and alternatives for pedestrian/bike crossings of the Contra Costa Canal.
Southwest Hills		
2-P-84	Ensure extension of West Leland Road and San Marco Boulevard through the area, as shown on the General Plan Diagram, as a condition of any new approval in the area.	Partially implemented (West Leland Rd. has been extended to and just beyond San Marco Blvd). Implementation ongoing as development occurs on properties adjoining the proposed roadway alignment.

LAND USE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
2-P-91	Consider the development of a specific plan for the High Density Residential, Business Commercial, and Community Commercial areas adjacent to State Route 4, West Leland Road and San Marco Boulevard. Integrate all uses in this area into a mixed-use, transit-oriented village, featuring executive offices, research and development, entertainment, and hotel uses.	Partially implemented. The City Council adopted the "Pittsburg/Bay Point BART Station Master Plan," October 17, 2011 (Ordinance No. 11-1350) establishing multi-modal and mixed use development standards for development of properties closest to the Pittsburg/Bay Point BART station. Master plan approved for the Alves Ranch site (north of West Leland Road and west of Bailey Road) in January 2009 (Ordinance No. 08-1312), includes residential and commercial uses, a wide and meandering sidewalk next to West Leland Rd., and an internal east/west street with wide sidewalks. Implementation ongoing as development occurs in the specific plan area.
2-P-93	Pursue construction of a landscaped multi-use path along West Leland Road, from Pittsburg/Bay Point BART Station to the proposed San Marco Village. Ensure that design of the linear parkway accommodates bicyclists.	Implementation ongoing. Partially constructed with San Marco Villas Apartments and Toscana frontage improvements. January 2009 master plan approved for Alves Ranch includes a multi-use trail along the site's West Leland Road frontage and an eight-foot wide sidewalk that is sufficiently wide for combined use by pedestrians and bicyclists, extending through the center of the site from the edge of the Pittsburg/Bay Point Master Plan to then starting point of the Toscana frontage improvements.
Northwest River		
2-P-96	Preserve the wetlands and salt marsh habitats along the Suisun Bay waterfront. Allow only development of the multi-use trails and recreation facilities.	Ongoing. Regional plan for a 'delta trail' is in progress.
2-P-97	Maintain the Mirant power plant site in the Industrial designation. Pursue annexation of the power plant and adjacent PG&E properties to ensure land use control of these areas.	Implemented. Mirant Annexation completed June 2008.
2-P-99	Pursue opportunities for a linear park/trail along the waterfront, connecting to Downtown.	Mirant Annexation completed. Regional plan for a 'delta trail' is in progress and was included in the 2009 Contra Costa Countywide Bicycle and Pedestrian Plan, and was recognized through conditions of approval of the Columbia Solar Energy project in 2013. Plan for linear park/trail will be further explored as part of the Active Transportation and Safe Routes Plan beginning in April 2018.

GENERAL PLAN POLICY MATRIX

GROWTH MANAGEMENT ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
3-P-3	Work with Contra Costa Transportation Authority (CCTA) and TRANSPLAN to develop and implement Action Plans for Routes of Regional Significance, as designated in Figure 3-1.	Implementation ongoing. Staff worked with TRANSPLAN in preparation of the most recent 2014 update to East County Action Plan for Routes of Regional Significance and a final draft is pending review and adoption by the Contra Costa Transportation Authority.
3-P-4	Participate in cooperative regional land use and transportation planning efforts by sharing information about future development in the City with interested agencies and jurisdictions.	Implementation ongoing. Applications for development and notices for development proposals are sent to interested agencies, as appropriate. Planning Staff has created a project pipeline list and map detailing the location and vital information regarding pending and recently approved planning projects throughout the City, which is accessible online to the general public.
3-P-11	Prepare, adopt and implement a Transportation Systems Management ordinance or resolution, with the purpose of ensuring attainment of adopted traffic levels of service standards.	Implemented (PMC chapter 10.60).
3-P-12	Adopt and update development mitigation programs that collect fees to mitigate transportation impacts to both local and regional transportation facilities.	Implemented (PMC chapters 15.102 and 15.103).
3-P-13	Review and update the City's transportation impact fee schedule, requiring developers to pay the costs necessary to mitigate impacts of their development projects on the local and regional transportation system.	Implemented (PMC chapters 15.102 and 15.103).
3-P-15	Prepare, adopt and periodically update a five-year Capital Improvement Program (CIP) that describes City-sponsored capital projects necessary to maintain and improve operations for traffic, transit, pedestrians and bicyclists within the city. Proposed funding sources, agency responsibility, and project phasing should be identified in the CIP.	Implementation ongoing. Most recent update to CIP approved by City Council in August 2017.

GROWTH MANAGEMENT ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
3-P-16	Preserve options for future transit use when designing improvements for roadways. Ensure that developers provide bus turnouts and/or shelters, where appropriate, as part of projects.	Pittsburg Municipal Code chapter 15.96 requires installation of bus turnouts and shelters for new commercial/industrial development along arterial streets, upon request by applicable transit agency. Development Review and Design Guidelines updated in November 2010 include policies that encourage bicycle/pedestrian connectivity and alternative transportation programs. Also, a 'Complete Streets' policy was adopted by the City Council in 2013. Project proposals reviewed on a case-by-case basis for opportunities for additional transit amenities.
3-P-17	As part of development approval, ensure that safe and contiguous routes for pedestrians and bicyclists are provided within new development projects and on any roadways that are impacted as a result of new development.	Development Review and Design Guidelines updated in November 2010 includes policies that encourage bicycle/pedestrian connectivity and alternative transportation programs. A 'Complete Streets' policy was adopted by the City Council in 2013. Project proposals reviewed on a case-by-case basis for opportunities for additional transit amenities.
3-P-19	Comply with California Government Code Sec. 65400(b) requiring preparation of an annual report summarizing the City's progress in implementing the General Plan, and submit copies of the report to the Contra Costa Transportation Authority biennially as part of the Authority's Growth Management Plan Compliance Checklist.	Implementation ongoing through preparation of this report and with submittals to appropriate entities.

GENERAL PLAN POLICY MATRIX

URBAN DESIGN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
Views, Ridges, and Edges		
4-P-1	Require ridge setbacks for all new hillside development. Building pads should be located at least 150 feet away from the crest of a major ridgeline (measured horizontally from the centerline), as designated in Figure 4-3.	Implemented as part of development review.
4-P-4	Develop and implement use of a “Design Review Checklist” for all new hillside development, to ensure that conservation and site layout policies within the General Plan are considered.	Not yet implemented. Adoption of Hillside Regulations put on hold by City Council due to budgetary constraints.
4-P-5	Design and install entry features at the entrances to the city, implemented through the City’s Capital Improvement Program. Use landscaping, signs lighting, and other visual features to announce the gateway along regional roadways.	Not yet implemented, but identified in the five-year Capital Improvement Program.
Hillside Development		
4-P-8	Update the Hillside Planned Development District within the City’s Zoning Ordinance to reflect the hillside development standards and policies set forth within the General Plan.	Not yet implemented. Adoption of Hillside Regulations put on hold by City Council due to budgetary constraints.
4-P-10	Amend the City’s Zoning Ordinance to allow density bonuses of 10 percent (maximum) for new hillside development that preserves 40 percent of natural hill contours.	Not yet implemented. Adoption of Hillside Regulations put on hold by City Council due to budgetary constraints.
4-P-11	Limit grading of hillside areas over 30 percent slope (on Figure 10-1) to elevations less than 900’, foothills, knolls, and ridges not classified as major or minor ridgelines (on Figure 4-2). During review of development plans, ensure that necessary grading respects significant natural features and visually blends with adjacent properties.	Implemented as part of development review.
4-P-13	Revise the City’s development permitting requirements to include erosion control and re-vegetation programs as part of grading plans for new hillside development.	Implemented as part of development review.

URBAN DESIGN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
4-P-16	Allow flag lots with common driveways within hillside neighborhoods, in order to encourage terracing of buildings while minimizing roadway cut-and-fill (see Figure 4-4).	Implemented as part of development review.
4-P-30	Ensure that all residential developers provide multi-use trails or trailheads connecting to local schools and parks, commercial centers, and regional open spaces.	Implemented as part of development review. Additionally, the City completed the following trails in 2017: Frontage Rd. (from Railroad Ave. to Crestview Ave.; and Power Ave. (from Railroad Ave. to Davi Ave.)
Key Corridors		
4-P-33	Pursue the extension of the Railroad Avenue linear park north along the west side of the arterial to City Park.	Implementation ongoing. Supporting policies incorporated into the "Railroad Avenue Specific Plan," adopted by the City Council in November 2009 (Ord. No. 09-1319). The described linear park was excluded from the newly-built County Courthouse building approved by the State.
4-P-34	Provide incentives (available through Enterprise Zone programs and Local programs) for demolition and/or reuse of blighted commercial properties near the Civic Center.	Implementation ongoing. Enterprise Zone program eliminated by State in 2014.
4-P-35	Create a sense of identity along Railroad Avenue by installing street amenities fabricated from similar materials and styles as existing median trellises.	Partially implemented and ongoing. Bus shelters and median trellises on Railroad Ave. south of Highway 4 are made from common material (metal) with different finishes. "Railroad Avenue Specific Plan," incorporates policies addressing streetscape improvements. Streetscape improvements built in downtown share a common theme and color scheme. The BART Multimodal Transfer Facility, at the corner of Railroad Avenue and California Avenue, is consistent with the applicable portions of the RASP Architectural and Design Criteria, will utilize varied materials and colors to provide visual interest, and incorporate outdoor stairs, railings, fences, and other outdoor elements that are decorative and composed of materials that are architecturally compatible with surrounding developments.
4-P-36	Consider developing architectural guidelines for new development or redevelopment along Railroad Avenue.	Implemented with adoption of the "Railroad Avenue Specific Plan," approved November 2009 and the "Old Town Pittsburg Design Guidelines," approved September 2005.

URBAN DESIGN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
4-P-38	Develop an entry feature at the intersection of Railroad Avenue/Kirker Pass Road and Nortonville Road to welcome residents and visitors to the City of Pittsburg.	Identified in the five-year Capital Improvement Program.
4-P-41	Provide incentives to redevelop blighted commercial properties along Railroad Avenue. Encourage developers to provide pedestrian amenities and focus on connections between the street and surrounding properties.	Incentives incorporated into the "Railroad Avenue Specific Plan." Implementation ongoing as redevelopment and buildout occurs in the Specific Plan area.
4-P-42	Work with Contra Costa Water District to clean up Contra Costa Canal, including the removal of litter and reduction and beautification of fencing.	Not implemented.
4-P-43	Pursue private investment in the redevelopment of the Railroad Square shopping center. Consider development of a community or recreational facility on this property.	Partially implemented. Prior to its dissolution, the Redevelopment Agency provided funding for improvements for a restaurant in the shopping center. In 2015, staff worked with the various property owners to repaint the entire shopping center in a cohesive color scheme. The Planning Division is currently working with the multiple property owners to remedy further code violations dealing with signage and site maintenance. Other incentives (streamlined permitting, design assistance) could be made available to property owners pursuing other improvements to other tenant spaces.
4-P-44	Work with BART to develop a pedestrian-oriented mixed-use district in the proposed Railroad Avenue BART Station Area.	Implemented with adoption of the "Railroad Avenue Specific Plan," approved by the City Council in November 2009.
Willow Pass Road		
4-P-45	Narrow the section of Willow Pass between Beacon Street and Range Road to one travel lane in each direction, and construct a landscaped center median with left-turn pockets.	Partially implemented. Road is one lane in each direction, but landscaped medians have not been installed for length of street.

URBAN DESIGN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
4-P-46	Widen sidewalks along the eastern section of the Willow Pass Road corridor, for use by local residents moving between Downtown, adjacent neighborhoods, and industrial employers.	Partially implemented with new private developments along this portion of corridor (e.g., Transbay Cable and First Baptist Church).
4-P-48	Pursue the design and construction of an interchange/overpass at State Route 4 and Range Road. Work with Caltrans to design an interchange facility that will accommodate future traffic demands.	Over crossing construction identified in the five-year Capital Improvement Program (project ST-1) but is currently unfunded.
4-P-49	Initiate a tree-planting program along Willow Pass Road. Use a variety of native and locally-recognized trees with low maintenance needs.	Implementation ongoing. Trees along property frontages are planted with new private developments (e.g., Transbay Cable) as they are built.
4-P-51	Actively pursue redevelopment of vacant and underutilized parcels along Willow Pass Road with business and service commercial uses.	Implementation ongoing.
4-P-52	Rebuild the interchange/underpass between Willow Pass Road, Range Road, North Parkside Drive, and the BNSF Railroad tracks for safe and efficient movement of auto and bicycle traffic.	Not yet implemented, but identified in the five-year Capital Improvement Program.
4-P-53	Reconstruct the interchange/underpass between Willow Pass Road, Range Road, North Parkside Drive, and the BNSF Railroad tracks to improve accessibility, by installing City signage and safety features (for example, stop or yield signs).	Not yet implemented, but identified in the five-year Capital Improvement Program.
Leland Road		
4-P-56	Construct a center median along West Leland Road, with trees and landscaping, from Railroad Avenue to the Pittsburg/Bay Point BART station area, as street right-of-way allows. Provide left-turn pockets for access to residential neighborhoods.	Not implemented.
4-P-57	Provide marked, on-street bike lanes along Leland Road, west of Stoneman Park.	Implemented.

URBAN DESIGN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
4-P-58	For pedestrian safety and comfort, construct and maintain covered bus shelters at transit stops along Leland Road.	Implemented as part of development review. Pittsburg Municipal Code chapter 15.96 requires installation of bus turnouts and shelters for new commercial/industrial development along arterial streets, upon request by applicable transit agency.
State Route 4		
4-P-64	Work with CALTRANS to implement a uniform landscape theme along the State Route 4 corridor throughout the Planning Area.	Ongoing.
4-P-65	Work with CALTRANS to incorporate landscaping and signage and to improve views and access to the Pittsburg Civic Center and other destination points from State Route 4.	Ongoing.
4-P-66	Revise the City's sign regulations to allow larger freestanding signs along State Route 4 to identify regional commercial uses. Ensure that such signs are coordinated in design and limited in number.	Implemented. Ordinance allowing billboards subject to certain standards adopted in 2015. Due to limitations on the number of available parcels and subsequent billboard location study, this ordinance was further revised in January 2016.
Mixed Use Areas		
4-P-67	Develop land uses in the BART Station Area according to the Pittsburg/Bay Point BART Station Area Specific Plan.	Properties rezoned M-P (Mixed Use with a Master Plan Overlay) District, and the "Pittsburg/Bay Point BART Master Plan," adopted with City Council adoption of Ordinance No. 11-1350 in October 2011.
4-P-68	Pursue the development of a Transit Plaza, in cooperation with Contra Costa County, BART, Tri-Delta, and County Connection, adjacent to the BART Station. Such a Transit Plaza would link rapid transit, bus service, and park and ride lots within a walkable, mixed use village.	Implementation ongoing. Guidance policies for the transit plaza development were incorporated into the "Pittsburg/Bay Point BART Master Plan" adopted by City Council in October 2011. Additionally, the BART Multimodal Transfer Facility, at the corner of Railroad Avenue and California Avenue, will help link BART to bus service, bicycle facilities, and automobiles. A Class I pathway to link the existing park and ride lot to the BART terminal is currently being designed, with an anticipated completion in 2018.

URBAN DESIGN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
4-P-70	Upon finalization of plans to extend BART to Railroad Avenue, develop a mixed-use, transit-oriented center surrounding the proposed station. Focus redevelopment on higher-end business/office uses, with support retail, restaurant, and residential activities.	Implemented with the adoption of the "Railroad Avenue Specific Plan," in November 2009 (Ordinance No. 09-1319).
4-P-71	Upon finalization of plans to extend BART to Railroad Avenue, work with BART to develop a Railroad Avenue BART Station Area Specific Plan that addresses: - o Mixed-use structures; - o Building design that focuses on street-orientation; - o Extensive landscaping and street trees; - o Pedestrian furniture (for example, benches and trash cans); - o Street lighting; and - o Signage.	"Railroad Avenue Specific Plan" adopted by City Council in November 2009.
4-P-72	Encourage reuse and redevelopment of the aging industrial/warehouse structures currently located within the proposed Railroad Avenue BART Station Area, between Garcia Avenue and State Route 4. Amend the City's Zoning Ordinance to allow commercial intensities of up to 2.5 FAR.	Implemented with the adoption of the "Railroad Avenue Specific Plan," in November 2009 (Ordinance No. 09-1319).
4-P-74	Develop a mixed-use village at the intersection of West Leland Road and the proposed San Marco Blvd.	Not implemented. Current entitlements for the property pursuant to a development agreement identify exclusively residential development for the general area with a gas station on the northwest corner and a park on the southeast corner of the intersection.
4-P-76	Pursue the development of a linear parkway along West Leland Road, connecting the Pittsburg/Bay Point BART Station Area to San Marco Village.	Partially implemented with sidewalk improvements adjacent to San Marco Villas and Toscana. Master plan for Alves Ranch includes multi-use pathway at West Leland Road frontage of property and an eight-foot wide sidewalk that is sufficiently wide for combined use by pedestrians and bicyclists, extending through the center of the site from the edge of the Pittsburg/Bay Point Master Plan to then starting point of the Toscana frontage improvements.
Neighborhood Design		

URBAN DESIGN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
4-P-80	Prepare a design standards checklist and/or residential design guidelines for use during review of development projects.	Residential Design Guidelines exist and were updated in November 2010 to include green building and sustainable design policies.
4-P-82	Develop and implement development standards in the City's Zoning Ordinance and Subdivision Regulations that minimize the visual dominance of garages in residential units.	Not implemented. However, design guidelines to minimize the visual impacts of garage doors are included as part of City Design Review and Development Guidelines adopted November 2010.
4-P-83	As part of the City subdivision regulations, establish street connectivity requirements.	Partially implemented. Policies encouraging enhanced pedestrian and vehicular connectivity in new residential developments were incorporated into the updated Development Review and Design Guidelines adopted November 2010 and the City Complete Streets Policy, adopted 2013.
4-P-84	Use traffic calming measures to reduce speeds in residential areas, rather than limit through-street connections.	Ongoing. City continues to pursue grant funding for traffic calming measures such as bulbouts and lighted crosswalks. Bulbouts, raised intersections and a roundabout have been built in various intersections in downtown for traffic calming purposes. Speed humps program incorporated into the Capital Improvement Program. In April 2018, the City will begin preparation of the Active Transportation and Safe Routes Plan, which will include additional policies related to pedestrian safety.
4-P-85	Provide safe and comfortable pedestrian routes through local neighborhoods by requiring sidewalks on both sides of residential streets, except in hillside areas, by planting street trees adjacent to the curb, and by minimizing curb cuts.	Implementation ongoing as development proposals are reviewed. Updated Development Review and Design Guidelines for new construction (adopted November 2010) include policies encouraging safe and unobstructed pedestrian access through neighborhoods. In April 2018, the City will begin preparation of the Active Transportation and Safe Routes Plan, which will include additional policies related to pedestrian safety and comfort.

GENERAL PLAN POLICY MATRIX

DOWNTOWN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
Development Strategies		
5-P-1	Develop and adopt downtown Zoning Districts to address specific land use and development standards for the Downtown area.	Implemented with the establishment of the CP (Pedestrian Commercial) District in October 2006 and the Phase 2 Zoning Code Update adopted May 2007.
5-P-3	Ensure coordination between the Pittsburg Redevelopment Agency, Community Development Department, and Economic Development Department in order to achieve the goals and policies envisioned for Downtown.	Implementation ongoing.
5-P-4	Concentrate Downtown Commercial activity - which includes specialty retail, professional offices, personal services, entertainment and other similar uses - along the Railroad Avenue corridor.	Implemented with the adoption of the CP (Pedestrian Commercial) District in October 2006.
5-P-6	Pursue the development and promotion of cultural activities and facilities, such as museums, meeting halls, community theaters, public art galleries and shows, located within the Commercial Core.	Planning Commission approved design review applications for façade updates to, and restoration of, the Enean and California Theaters, respectively, to support re-establishment of the use as entertainment facilities. Rehabilitation of the California Theater commenced in 2010 and completed in 2012. Further restoration and updates to the California Theater were completed in 2016.
5-P-7	Encourage property-owners in the Commercial Core to utilize ground-level storefronts for retail and pedestrian-oriented commercial activities (for example, restaurants, boutiques, and personal services).	Implemented with the adoption of the CP (Pedestrian Commercial) District in October 2006.
5-P-8	Limit commercial uses along the southern side of East Tenth Street to Service Commercial businesses—including repair and maintenance, retail sales, special trade contracting and other similar uses.	Implemented with the Phase 2 Zoning Code Update adopted May 2007.
5-P-9	Permit mixed-use projects with service commercial uses on street frontage along the northern side of East Tenth, to provide a transition to Downtown residential areas.	Implemented with the Phase 2 Zoning Code Update adopted May 2007.

DOWNTOWN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
5-P-10	Pursue the development of a community/public use in the large vacant lot facing East Tenth, adjacent to the brick Adventist Church.	Not implemented. Planning Commission approved design review and density bonus requests for an 81-unit senior housing complex with senior services on the property in September 2008. Property owner not pursuing development of the site at this time.
5-P-12	Improve streetscaping along East Tenth Street with a landscaped median, wide sidewalks, pedestrian amenities (for example, benches and trash/recycling receptacles), and street trees.	Partially implemented with the construction of the Entrata mixed-use building, Marina Vista Elementary School, and La Hacienda building improvements. Additional improvements on East 10 th Street, between Railroad Avenue and Black Diamond Street, completed in 2010 as part of CIP project.
5-P-13	Undertake active efforts, including land acquisition and assembly, to develop a waterfront activity center at the terminus of Harbor Street, featuring a cluster of Marine commercial uses, including specialty retail, services, restaurants, marine repair and docking facilities, hotels and other uses.	Ongoing. Properties have been rezoned CW (Waterfront Commercial) District in anticipation of private redevelopment of the site.
5-P-14	Develop a detailed design plan for the City's new Marine Commercial center, featuring: mixed-use village atmosphere; walkable layout, with pedestrian amenities; public access to the shoreline and views of Browns Island; and focus on visitor attractions, as well as traditional marine services.	Not implemented.
5-P-15	Acquire land at the terminus of Harbor Street for the development of a public park and promenade, providing access to the waterfront and open space at the center of the new Marine Commercial center.	Partially implemented. Multiple parcels were acquired by the former Redevelopment Agency. A Memorandum of Understanding executed in 2009 regarding the development property at the terminus of Harbor Street was executed in 2009 to ensure the City and Tesoro continue to work cooperatively on any development plans for the Tesoro property. Land dedication for wide sidewalk and landscaping on west side of Harbor Street was required as a condition of approval of the tentative map for former Johns Manville property; a five-year extension of approval of the tentative map was approved by the Planning Commission in 2016.

DOWNTOWN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
5-P-16	Encourage redevelopment of the [former] Johns Manville property. Allow existing Industrial uses to operate until redevelopment occurs (including rebuild, if damaged or destroyed).	Site of former Johns Manville plant has been rezoned for residential and commercial development, and buildings have been removed by property owner. A five-year extension of approval of the tentative map was approved by the Planning Commission in 2016 in order to help the existing property owner market the site to a developer.
5-P-18	Pursue the dedication of public open space during the redevelopment of infill sites within the downtown, particularly adjacent to the waterfront area.	Implemented on a case-by-case basis as development proposals are reviewed. Belle Harbor, an 82-unit single family infill development on approximately seven acres approved in 2016 includes approximately 12,000 square feet of community open space, including a tot lot and play structure.
5-P-21	Provide flexible small-lot single-family (SLSF) development standards in the City's Zoning Ordinance.	Implemented with Phase 2 Zoning Code Update adopted May 2007.
5-P-22	Pursue acquisition and development of a new park site, as designated in Figure 5-1. Provide a variety of recreational facilities to serve residents of surrounding neighborhoods.	Ongoing. Park designation on three West 10 th Street Neighborhood blocks has been removed in favor of promoting restoration of the existing homes and established single-family neighborhood. Construction of a new plaza at West 6 th Street and Railroad Avenue in Old Town was completed in 2010, in accordance with the five-year CIP. Construction of John Buckley Square, a larger park immediately behind and adjacent to the plaza, was completed in mid-2015. Construction of Ray Giacomelli Community Park at San Marco Blvd. and W. Leland Rd. currently underway. Evaluation of additional sites for urban parks and plazas ongoing as part of development review.
5-P-25	Improve streetscaping along West 10 th Street with a landscaped median, wide sidewalks, pedestrian amenities (for example, benches and trash/recycling receptacles), and street trees.	Implemented. Construction completed in 2010 on City capital improvement project that included new street surfacing, a landscaped center median, and new widened sidewalks.
Design and Development		
5-P-26	Continue streetscape beautification efforts within the Downtown, focusing on improving the visual connection between the Commercial Core and the waterfront.	Construction of streetscape improvements along Railroad Avenue completed in 2010; improvements included new trees, on-street diagonal parking stalls and raised intersections.

DOWNTOWN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
5-P-27	Encourage the repetition of key historical architectural features—such as windows and displays, cornice details, and roofline/pitch elements—in the redevelopment of commercial structures in Downtown.	Design standards and policies adopted with the “Old Town Design Guidelines” in September 2005. Implementation and application of standards and policies ongoing as part of project review.
5-P-29	Ensure that new construction and remodeling throughout Downtown (including the New York Landing Historical District) are reviewed for design compatibility by the Planning Commission.	Design standards and policies adopted with the “Old Town Design Guidelines,” in September 2005. Implementation and application of standards and policies ongoing as part of project review.
5-P-31	Design and implement a gateway project at the Railroad Avenue overpass between Central Avenue and Tenth Street, providing an identifiable gateway into the downtown.	Old Town entry sign and public announcement reader-board constructed at Railroad Avenue and East 10 th Street in 2009.
5-P-32	Develop a “way-finding” system for Downtown Pittsburgh. Install uniform signage and banners informing visitors of major attractions, including directions to Downtown from the Highway and to the waterfront from Downtown.	In progress. Informational signage placed in Old Town Plaza near Railroad Avenue at East 5 th Street. Additional signage identifying public parking lots has been proposed but not installed.
5-P-35	During redevelopment of commercial properties along Railroad Avenue, pursue widening of sidewalks north of Eighth Street, as site configuration allows. Allow and encourage outdoor seating and services adjacent to restaurants and other food/beverage sales.	Implemented with the approval/construction of the Railroad Avenue streetscape improvements, the Vidrio and Siena Court projects, and various façade remodels (Mechanics Bank/Steeltown Coffee and Lumpy's Diner). Outdoor seating and service approved for former Sassy Sweets and current CreAsian restaurants in 2015 to encourage outdoor seating and an active streetscape. Implementation ongoing as part of review and approval of façade remodel plans.
5-P-39	Extend the historical flavor of architectural features within the New York Land Historical District to the intersection of Railroad Avenue and Tenth Street.	Design standards and policies adopted with the “Old Town Design Guidelines,” in September 2005. Implementation and application of standards and policies ongoing as part of project review.
5-P-40	Pursue acquisition of the Railroad Avenue terminus by transferring existing private recreation facilities due west of the adjacent Medium Density Residential neighborhood. Redesign the public plaza to ensure that both visual and physical access from Downtown is achieved.	Partially implemented. Visual access enhanced.

DOWNTOWN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
5-P-41	Encourage design of the Harbor Street terminus to provide an unobstructed view of New York Slough and a 30-foot wide promenade to the waterfront. This linear park/promenade should function as a public square, with buildings oriented toward it and pedestrian amenities leading from East Third.	Properties rezoned to CW (Waterfront Commercial); however, General Plan designations for 'park' remain at the northern terminus of Harbor and East 3 rd Streets, extending to the water and along the entire waterfront between the existing Bay Harbor Park Subdivision to the Koch Carbon facility at 707 East 3 rd Street. Former Tesoro buildings near terminus have been demolished. Multiple parcels were acquired by the former Redevelopment Agency. A Memorandum of Understanding executed in 2009 regarding the development property at the terminus of Harbor Street was executed in 2009 to ensure the City and Tesoro continue to work cooperatively on any development plans for the Tesoro property.
5-P-42	Improve the pedestrian path along Marina Boulevard, connecting the Downtown core to the waterfront/marina area. Provide a wide path right-of-way, way-finding signage, landscaping, interpretive plaques, and street lighting.	Partially implemented with completion of the Marina Master Plan and the Marina Promenade project.
Access and Parking		
5-P-44	Provide public parking lots within downtown, and limit private, single-user parking areas. However, ensure the provision of off-street parking facilities in periphery Downtown areas to encourage pedestrian movement.	Implemented. Phase 2 Zoning Update eliminated requirement for off-street parking for non-residential uses in CP (Pedestrian Commercial) District along Railroad Avenue. Public parking facilities provided at E. 5 th Street, E. 6 th Street, along 8 th Street corridor and off of Marina Boulevard.
5-P-45	Reduce off-street parking requirements within High Density Residential neighborhoods of the downtown to one space per housing unit. Allow further reductions in parking requirements for new residential projects that provide transit-friendly design features.	Partially implemented with Phase 1 Zoning Code Update adopted November 2005, which lowered the residential parking requirement to 1.5 spaces per unit within the Downtown Subarea. Further reductions in parking requirements are considered on a case-by-case basis and have been approved for affordable housing/density bonus projects (e.g., Siena Court and Almenara apartments).
5-P-46	Consider making all one-way streets two-way by eliminating on-street parking, if necessary.	Evaluation of street design alternatives ongoing.
5-P-47	Investigate use of diagonal on-street parking spaces on Downtown commercial streets.	Implemented. Diagonal parking installed on Railroad Avenue and on 8 th Street.

DOWNTOWN ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
5-P-48	Continue to install and maintain crosswalks and landscaped curb extensions at heavily-used intersections within the Downtown.	Implemented. Railroad Avenue streetscape improvements completed in 2010, and include bulbouts and raised intersections on Railroad Avenue. Additional opportunities for such improvements evaluated as part of development review for downtown projects.
5-P-49	Design sidewalks in the Downtown Commercial Core that allow for the free flow of pedestrians, and include conveniently located rest areas with shade and seating.	Implemented. Railroad Avenue streetscape improvements completed in 2010 include benches, trash receptacles, bollards at key intersections, new light standards and sidewalk tree grates.
5-P-50	Develop a bikeway along the Downtown waterfront from Central Harbor Park to the proposed Marine Commercial Center, adjacent to the proposed Marina Boulevard pedestrian path.	Not implemented. This proposed bikeway has been identified in the 2009 Contra Costa Countywide Bicycle and Pedestrian Plan. In April 2018, the City will begin preparation of the Active Transportation and Safe Routes Plan, which will further evaluate feasibility for this and other bikeways throughout the city.
5-P-51	Develop a bikeway connecting the Downtown and waterfront areas to the Civic Center area along Railroad Avenue.	Partially implemented. Project for striping bike lanes and “sharrows” indicating bike routes on Railroad Avenue between Civic Avenue and East 10 th Street completed.
5-P-52	Create pedestrian and bike path linkages between existing Downtown parks.	Partially implemented with construction of the 8 th Street linear park and Marina Promenade. In April 2018, the City will begin preparation of the Active Transportation and Safe Routes Plan, which will further evaluate feasibility for bikeways and pedestrian improvements throughout the city.

GENERAL PLAN POLICY MATRIX

ECONOMIC DEVELOPMENT ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
6-P-2	Establish an implementation program that specifically outlines tasks to be undertaken, timeframes for completion, resources to be allocated, monitoring, and annual evaluation to ensure the overall success of the initiatives proposed in the Economic Development Strategy.	Implemented.
6-P-5	Undertake a detailed study to assess the true costs of development and establish an appropriate impact fee schedule to ensure that new development “pays its own way” with respect to infrastructure and servicing.	Implemented. Updated as needed.
6-P-9	Establish Economic Opportunity Areas in Pittsburg, as indicated in Table 6-3 and Figure 6-2. Development in these areas must reflect both current and future trends, maximize revenue-generating opportunities for the City, and provide for economic diversity.	On December 31, 2013, the California Enterprise Zone program ended. Other programs in place to help new and existing businesses would include the Workforce Development program (funded by the County), the California Competes program (funded by the State) and the Pittsburg Chamber of Commerce, which has a small business program that is currently free of charge for businesses in town.
6-P-11	Develop a retail and consumer services strategy to attract regional- and local-serving non-basic industries, ensure appropriate location, and maximize growth opportunities. Incorporate initiatives to retain and expand existing retail and consumer services businesses.	Implementation ongoing with ongoing business recruitment, retention and outreach efforts, and business relationship-building under the Sister City program.
6-P-12	Develop a research and development (R&D) and office attraction strategy to promote economic diversification, ensure appropriate locations and maximize growth opportunities. Incorporate initiatives to retain and expand existing R&D and office businesses.	Implementation ongoing with ongoing business recruitment, retention and outreach efforts, and business relationship-building under the Sister City program.
6-P-13	Create a Research and Development (R&D) Industry Advisory Council comprised of business leaders from within Pittsburg to assist the implementation of the R&D and office attraction strategy (Policy 6-P-11).	Not implemented. There currently is very little R&D space available in the City. R&D and Class A office space is in the planning stage, and implementation will begin as space becomes available.

ECONOMIC DEVELOPMENT ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
6-P-14	Establish an inventory of ready-to-go non-residential sites, complete with zoning, infrastructure, and environmental clearances. If necessary, acquire or assemble sites to ensure availability of sites of adequate size to attract industry clusters that meet the City's development objectives.	Partially implemented. The City has developed a web-based GIS that includes zoning and General Plan land use designations for commercial properties, as well as utilities and other infrastructure information. GIS zoning and General Plan land use information is available to the public, and the public can contact city staff for more information. In 2016, the City launched ThinkPittsburg.com to provide prospective businesses with an inventory of commercial and industrial sites, as well as demographic information and comparisons to nearby jurisdictions.
6-P-16	Consider the feasibility of establishing a convention or performing arts center, amphitheater, or other public cultural amenity in or linked to the Downtown or waterfront, or in another appropriate location.	Implemented. Construction of a new plaza with small amphitheater at West 6 th Street and Railroad Avenue in Old Town (at John Buckley Square) was completed in 2010, in accordance with the five-year CIP. Restoration of the California Theatre was completed in late 2012 and has since been available for use as an event venue.
6-P-17	Facilitate additional attractions and events that bring both residents and visitors to the City, the Downtown, and the waterfront.	Implementation ongoing. Annual and seasonal events include Fourth of July fireworks, weekly Farmer's Market (summer and fall months), Seafood Festival, Culinary Crawl and Car Shows during summer months. Events have been held periodically in the California Theatre since its reopening in January 2013. In 2016, the City hosted a weekly "Off The Grid," event, a food truck pop-up series popular throughout the Bay Area, at John Buckley Square in Downtown Pittsburg. The City continued to host weekly Off The Grid events throughout 2017.
6-P-18	Ensure that new waterfront development includes enhanced shoreline access, some form of public amenity, and an appropriate mix of waterfront uses.	Implementation ongoing with the Marina Master Plan and Phase 2 Zoning Update, as well as potential development along the waterfront at the terminus of Harbor Street.

GENERAL PLAN POLICY MATRIX

TRANSPORTATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
Street System and Traffic Standards		
7-P-1	Require mitigation for development proposals that are not part of the Traffic Mitigation Fee program which contribute more than one percent of the volume to an existing roadway or intersections with inadequate capacity to meet cumulative demand.	Ongoing. Implemented on a case-by-case basis through conditions of approval.
7-P-2	Use the adopted Regional and Local Transportation Impact Mitigation Fee ordinances to ensure that all new development pays an equitable pro-rata share of the cost of transportation improvements. Review the Traffic Impact Mitigation Fee schedule annually and update every five years at a minimum.	Implementation ongoing. Fees updated annually.
7-P-3	Review and update the City's Engineering Design Standards for each functional roadway classification, according to Table 7-1.	Implemented with adoption of new Engineering Standard Details in May 2007. Further updates currently in design phase.
7-P-4	Require that all traffic studies be conducted by professional transportation consultants selected by the Planning and Building and Engineering Departments, with the City acting as the lead agency. Ensure that all costs associated with the traffic study are paid by the applicant.	Implemented as part of development review.
7-P-5	Apply for Federal Congestion Mitigation Air Quality (CMAQ) grant funding, designed to improve air quality through roadway improvement projects.	Implementation ongoing. In 2010, the City received a \$540,000 grant to repave and install bike lanes on Harbor Street (Highway 4 to East Third St.). In 2011, city received congestion management grants to rehabilitate the pavement on Railroad Avenue between Linscheid Drive and northern city limits (project completed at end of 2012), and to install bike lanes and sidewalk on North Parkside Drive/Willow Pass Road; both projects were completed in 2013. The City completed a pavement rehabilitation project on Railroad Avenue, from State Route 4 to Linscheid Avenue with \$299,000 during fiscal year 2014/2015 with CMAQ funds.

TRANSPORTATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
7-P-6	Design roadway improvements and evaluate development proposals based on Level of Service standards set forth in Goal 7-G-1.	Implementation ongoing. Reviewed on a case-by-case basis. Railroad Avenue Pavement Preservation, as detailed in the CIP completed in 2015.
7-P-10	Require mitigation for development proposals which result in projected parking demand that would exceed the proposed parking supply on a regular and frequent basis.	Implemented as part of development review.
7-P-12	Continue to collect fees, plan and design for the future construction of Buchanan Bypass. Ensure preparation of a feasibility and environmental impact study to determine the precise alignment, costs, mitigation measures, and impacts on adjacent uses.	Identified in the five-year Capital Improvement Program. Project EIR was certified by the City Council in September 2009; however, land use changes and annexation are still pending. In 2015, the City Council certified environmental impact reports for the Montreux and Tuscany Meadows residential projects, the impact fees from which will support construction of the Buchanan bypass project.
7-P-16	Continue to collect fees for the extension of West Leland Road to Willow Pass Road, subject to the Traffic Mitigation Fee program. As established by nexus, require new development adjacent to the extension to dedicate right-of-way and construct or fund new intersections and frontage improvements.	Implementation ongoing. Identified in five-year CIP. Traffic mitigation fees collected and dedication/construction required of adjacent development as it is warranted in accordance with existing agreements. West Leland Road was extended to the western edge of the San Marco Villas apartments as part of the construction of that complex in 2008/9.
7-P-17	Pursue the design and construction of an interchange/overpass at State Route 4 and Range Road. Work with Caltrans to design an interchange facility that will accommodate future traffic demands.	Identified in five-year CIP but currently unfunded.
7-P-18	Approve construction of the proposed San Marco Boulevard (Bailey Bypass). Ensure preparation of a feasibility and environmental impact study to determine the precise alignment, costs, mitigation measures, and impacts on adjacent uses. Evaluate topographic and geologic constraints, and protected traffic generation rates. Consider a road alignment within the restricted Federal Easement Area, if abandoned, for access to potential residential neighborhoods.	Not implemented. Dependent upon future development applications.
7-P-19	Rebuild the interchange/overpass between Willow Pass Road, Range Road, North Parkside Drive, and the BNSF Railroad tracks for safe and efficient movement of auto and bicycle traffic.	Identified in five-year CIP but currently unfunded.

TRANSPORTATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
7-P-23	Develop procedures and guidelines to mitigate neighborhood traffic impacts in areas where traffic speeds or volumes exceed posted speed limits or standards established above.	Implemented. City has an established process for evaluating speed hump requests from residents and pursues grant funding for other traffic calming measures such as roundabouts and bulbouts.
Transit and Public Transportation		
7-P-26	Require mitigation for development proposals which increase transit demand above the service levels provided by public transit operators and agencies.	Implemented as part of development review.
7-P-29	Preserve options for future transit use when designing improvements for roadways. Ensure that developers provide bus turnouts and/or shelters, where appropriate, as part of projects.	Implemented as part of development review. Pittsburg Municipal Code chapter 15.96 requires installation of bus turnouts and shelters for new commercial/industrial development along arterial streets, upon request by applicable transit agency. Development Review and Design Guidelines updated in November 2010 include policies that encourage bicycle/pedestrian connectivity and alternative transportation programs.
7-P-32	Support efforts by public agencies and/or private interests to promote regional heavy and light passenger rail transit as an alternative or adjunct to BART, with connections to BART and other multi-modal transit.	Implementation ongoing. Groundbreaking for East County extension of BART occurred in October 2010. Construction currently underway with an estimated completion date of 2018. Proposed multimodal drop-off facility (CIP project ST-16) at the northeast corner of Railroad Avenue and California Avenue near the propose BART station will serve as a connection between BART and other public transit services.
Bikeways and Pedestrian Movement		

TRANSPORTATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
7-P-35	Work with school districts, school administrators and parents of elementary school students to develop a “suggested routes to school” program for students who bicycle and walk.	Implementation ongoing. School area safety improvements at eight locations (Harbor St/Army St, Hanlon Way/Cove Way, Railroad Ave/8th St, Black Diamond/10th St, Range Rd/Ackerman Ave, Rio Verde Dr./Pillar Ridge Dr., Railroad Ave/E 17th, and Yosemite Dr./Hillview Jr. High School) as detailed in the Capital Improvement Program (CIP; ST-18) completed in 2015. Grant funding pursued as potential projects are identified. In April 2018, the City will begin preparation of the Active Transportation and Safe Routes Plan, which will identify potential safe routes to schools improvements.
7-P-36	Ensure continued compliance with Title 24 of the Uniform Building Code, requiring removal of all barriers to disabled persons on arterial and collector streets.	Implementation ongoing. Pedestrian path linking the Oak Hills and San Marco neighborhoods through the Vista del Mar neighborhood was completed in 2014. Implemented on a case-by-case basis as part of project review.
7-P-37	Designate a Bicycle and Pedestrian Program Coordinator for the City of Pittsburgh.	Implemented. The Traffic Division of the Development Services Department serves this function.
7-P-38	Develop a series of continuous pedestrian systems within Downtown and residential neighborhoods, connecting major activity centers and trails with city and county open space areas.	Implementation ongoing. Downtown improvements completed with the Railroad Avenue streetscape project; additional planned improvements identified with the adopted ‘Railroad Avenue Specific Plan.’ Development Review and Design Guidelines updated in November 2010 include policies and suggestions to encourage bicycle/pedestrian connectivity. In April 2018, the City will begin preparation of the Active Transportation and Safe Routes Plan, which will help identify opportunities for additional paths and bicycle/multi-use trails.

TRANSPORTATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
7-P-42	Improve pedestrian crossing safety at heavily used intersections by installing crossing controls that provide adequate time for pedestrians to cross the street.	Implementation ongoing. In 2016, the Planning Commission, as part of its approval of the BART Multimodal Transfer Facility, adopted a condition of approval requiring the installation of high-visibility markings and countdown signals at the intersections of: 1) Railroad Avenue and California Avenue; 2) Railroad Avenue and Center Drive; 3) the westbound on-ramp at Railroad Avenue north of State Route 4; 4) the eastbound on-ramp at Railroad Avenue south of State Route 4; and 5) the Railroad Avenue off-ramp south of State Route 4. In April 2018, the City will begin preparation of the Active Transportation and Safe Routes Plan, which will help identify additional pedestrian improvements.
7-P-43	Provide adequate roadway width dedications for bicycle lanes, paths, and routes as designated in Figure 7-4.	Implementation ongoing. Various projects identified in the CIP.
7-P-44	Coordinate with Contra Costa County to develop a city-wide Bicycle Master Plan by year 2005. Cooperate with the Contra Costa County RTPC in implementing construction of bicycle facilities within the Bicycle Action Plan.	In April 2018, the City will begin preparation of the Active Transportation and Safe Routes Plan (city-wide pedestrian and bicycle master plan). City continues to pursue opportunities to install bicycle facilities, through grants, local funding mechanisms (e.g., development mitigation fees) and project-specific conditions of approval. Additionally, the City has previously worked with the County to help develop the 2009 Contra Costa Countywide Bicycle and Pedestrian Plan.
7-P-47	Develop a multi-use bicycle path (approx. 2.5 miles) along the abandoned railroad tracks north of Willow Pass Road, providing linkage between Downtown and the Stake Point/Marina area.	In progress as part of a regional trail development program. This will be evaluated as part of the Active Transportation and Safe Routes Plan.
7-P-49	Pursue construction of a bicycle path connecting Railroad Avenue to North Parkside Drive through City Park. Include appropriate signage and storage facilities.	Not implemented. This will be evaluated as part of the Active Transportation and Safe Routes Plan.
7-P-50	Improve signage, notifying vehicles of bicyclists at dangerous intersections and underpasses, such as the Railroad Avenue/Highway 4 interchange and the Willow Pass Road/Range Road/North Parkside Drive interchange.	Partially implemented. Railroad Avenue overcrossing at State Route 4 has existing shoulders for bicyclists. Enhancements to the Willow Pass Road/Range Road interchange identified in the five-year Capital Improvement Program (project ST-25).

TRANSPORTATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
7-P-51	Consider redesigning the Railroad Avenue linear park to accommodate bicycles. Ensure that future greenways throughout the City contain multi-use paths.	Partially implemented. Improvements identified in the Railroad Avenue Specific Plan adopted November 2009. Improvements to be built as redevelopment/buildout occur in the Specific Plan area.
7-P-52	Require that new arterial and collector streets accommodate bicyclists.	Implementation ongoing.
7-P-53	Require that any grind and overlay of existing arterial or collector streets consider the needs of bicyclists.	Implementation ongoing.
7-P-54	Amend Engineering standards to require the use of bicycle grates on all new catch basins and storm drain inlet replacements on streets.	Implemented with adoption of new Engineering Standard Details in May 2007.
Transportation Demand Management		
7-P-58	Allow the reduction of transportation impact fees on new non-residential development commensurate with provision of TDM measures.	Implemented. PMC section 15.90.080 allows the City to consider credits to off-set local traffic mitigation fees for projects that include construction of transit facilities.

GENERAL PLAN POLICY MATRIX

OPEN SPACE YOUTH AND RECREATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
Parks		
8-P-5	Maintain park and recreation facility standards for new development to serve both residents and employees, attainable through dedication of parkland or payment of in-lieu fees.	Partially implemented. City collects fees or accepts parkland for all residential development but does not collect parkland fees for non-residential development. Phase 2 Zoning Code update, adopted May 2007, incorporated incentives for private recreational amenities for non-residential projects.
8-P-6	Revise the City's Park Dedication Ordinance to define useable area for parkland dedication requirements. Proposed park sites should be: - o Designed such that 80 percent of the site has slopes of less than 3 percent that are suitable for active recreational play; - o Sized according the City's park standard of 5 acres per 1,000 residents (for example, a 200-unit subdivision would yield about 600 residents, and a dedication requirement of 3 acres); - o Available for year-round use, so that detention basins are not designated as parkland or shared park facilities; and - o A minimum of 2 contiguous acres in new residential neighborhoods.	Not yet implemented as an amendment to the Subdivision Ordinance. Parkland dedication proposals are individually reviewed for consistency with this and other General Plan policies.
8-P-10	Comprehensively update the City's Parks Recreation and Open Space Master Plan to implement General Plan policies and facilitate detailed planning for parks, trail systems and special recreational facilities. Ensure that this update includes planning for the development of active recreational uses at Stoneman Park.	Not implemented.
8-P-14	Develop a maintenance-funding plan for all City parks. Consider participation in parkland maintenance districts as a condition of development approval for new residential subdivisions.	Implementation ongoing. Voters approved increase in Lighting and Landscaping Assessment District (LLAD) assessment for residential property in 2007. City established LLAD requirement for new subdivisions.
8-P-15	Work with PG&E to obtain ownership of lands within the transmission corridor, south of State Route 4 (as designated on figure 2-2), for development of a community park.	Not implemented.

OPEN SPACE YOUTH AND RECREATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
Trails and Open Space		
8-P-17	Work with East Bay Regional Parks District to explore the possibility of developing passive recreation uses and educational programs on Browns Island, such as boating excursions to view waterfowl nesting areas.	Not implemented.
8-P-18	Cooperate with regional agencies to develop a “Bay to Black Diamond” trail through the City, providing a diversity of passive recreational opportunities and unique vistas.	Implementation ongoing. The 2009 Contra Costa Countywide Bicycle and Pedestrian Plan identifies potential regional trail connections throughout the City. This will be explored through the Active Transportation and Safe Routes Plan.
8-P-20	Pursue the development extension of local and regional trails throughout the Planning Area by utilizing available public utility rights-of-way including: - o Kirker Creek. The Kirker Creek easement could be developed as a creekside trail, connecting other trails and open spaces throughout the City with the hiking trails in the Black Diamond Mines Regional Preserve. - o Contra Costa Canal. The Contra Costa Canal provides a meandering right-of-way throughout the southern portion of Pittsburg. A trail along this right-of-way could link several neighborhoods with the Railroad Avenue commercial corridor. - o PG&E Utility ROW. PG&E holds a right-of-way for the power/utility lines that run north-south from the southern hills to the power plant on the waterfront, an ideal corridor for public access.	Partially implemented. Preliminary concepts for city-wide parks and streetscape master plan identify potential locations of new trail systems.
Waterfront Access		
8-P-23	Develop standards for all new waterfront development that ensure adequate setbacks from the mean high tide line. Encourage, where possible, provision of public access to the shorelines.	Standards implemented with Phase 2 Zoning Update and Marina Master Plan.

OPEN SPACE YOUTH AND RECREATION ELEMENT

ACTION POLICIES		STATUS (AS OF 12/31/17)
8-P-26	Explore all potential improvements to fully integrate the City's shoreline into the urban fabric, including: - o Waterfront parks. Pursue and develop small pockets of open space which provide physical and visual access to the waterfront. - o Waterfront Trail/Bikeway. A linear park along the shoreline, featuring a path for both walking and biking, would encourage more vibrant activity along the waterfront. - o Landscaping. Plant low-growing and flowering greenery near waterfront access points to extend streetscaping to the shoreline. - o Linear Trail Connections. The City's current linear trail network within Downtown and adjacent residential neighborhoods could be extended to provide convenient access to waterfront parks and activities.	Implemented with completion of construction of the Marina Promenade in 2008. Additionally, approximately 20 acres at the terminus of Harbor Street, formerly home to the Tesoro Company, has been rezoned to CW (Waterfront Commercial) District as a first step to allowing redevelopment of the property by private developers; however, the City is currently exploring development of a portion of this site for public use.
Recreational and Cultural Programs		
8-P-28	Pursue the development of recreational facilities and programs specifically geared toward youth and teens, including: - o Teen Center. A teen center would provide a safe environment for local youth to meet and interact, or to participate in after-school athletic, or cultural activities. - o Gymnasium. A large gymnasium would provide the City with more opportunity to get youth involved in local sports leagues and after school drop-in games, such as basketball. - o Skateboard Park. Construction of a skateboard park would provide challenging topography in a controlled environment for local skateboarders.	Partially Implemented. Various recreational facilities (including a skate park) identified in the five-year CIP. The City currently leases buildings in City Park to STS Academy, who operates a variety of child care and teen programs out of the facility. The Ambrose Park Aquatic Center was reopened in 2017. Additionally, the City is currently exploring development of a portion of an approximately 20 acre site at the terminus of Harbor Street for public use.
8-P-31	Improve public cultural facilities, including community centers, theaters, and libraries. Cooperate with Los Medanos Community College to provide City residents with access to local cultural facilities.	In progress. Planning Commission approved design review applications for façade restoration and rehabilitation of the Enean and California theaters, to support re-establishment of use as entertainment facilities. Construction of first phase of California Theatre rehabilitation commenced in 2010 and was completed in late 2012. The City Council also approved funding for expansion of the existing Pittsburg Library building; construction was completed in 2013.

OPEN SPACE YOUTH AND RECREATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
8-P-33	Provide incentives to encourage investments in public art on historic properties.	Not implemented.
8-P-34	Explore and develop new funding options for maintenance of public art, in partnership with private developers.	In progress and implementation ongoing. Policies adopted in the Railroad Avenue Specific Plan support and incentivize public art. Mural projects for individual sites around the city (Mi Pueblo Grocery Store, Ramar Foods International, Commercial shell building at Railroad and State Route 4) supported through conditions of approval, where building architecture necessitates such installations.
Educational Facilities		
8-P-42	Cooperate with local school districts to develop joint school/park facilities, which provide an increased variety of recreational opportunities close to many residential areas. Additionally, work with school districts to develop public parks adjacent to school facilities.	Implementation ongoing. Developer-built public park now operational adjacent to Delta View Elementary in the San Marco Development, with the City and Mt. Diablo Unified School District sharing ongoing maintenance costs under a joint-use agreement. A joint City/school district project to improve an existing playfield at Hillview Junior High commenced in 2010 and was completed in 2011. The City Council has established subcommittees to meet regularly with PUSD and MDUSD board members to discuss ongoing opportunities for city/district cooperation. A condition of approval for the BART Multimodal Transfer Facility, approved by the Planning Commission in 2016, requires the City partner with PUSD and have students design murals that will be placed on ten bike lockers at the Multimodal site.
8-P-44	Pursue joint-planning of recreational and cultural facilities on Los Medanos Community College campus. Work with the community college board to allow public access to recreational facilities and programs.	Implementation ongoing.

GENERAL PLAN POLICY MATRIX

RESOURCE CONSERVATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
Biological Resources and Habitat		
9-P-2	Establish an on-going program to remove and prevent the re-establishment of invasive species and restore native species as part of development approvals on sites that include ecologically sensitive habitat.	Not implemented. Plant selections are reviewed during the zoning approval process to ensure exclusion of invasive species from landscaping plan, although no formal program has been established.
9-P-3	Participate in the development of a regional Habitat Conservation Plan (HCP) and consider its adoption for preservation of native species throughout eastern Contra Costa County.	Implemented. City adopted HCP in November 2007 (Ordinance No. 07-1293 establishing Pittsburg Municipal Code chapter 15.108).
9-P-4	Revise and readopt the City's Hillside Planned Development District to regulate urban growth in the southern hills. Include development standards as part of the zoning district, and refer to it during project review.	Not yet implemented. Adoption of Hillside Regulations put on hold by City Council due to budgetary constraints.
9-P-5	Work with Contra Costa County, the EBRPD and the City of Antioch, to expand the regional open-space system in the southern hills to preserve California annual grassland habitat.	Implementation ongoing. Pittsburg adopted the East Contra Costa Habitat Conservation Plan in November 2007. The City entered into Exclusive Negotiating Rights Agreement with Discovery Builders in December 2008 (Resolution Nos. 08-11133 and 11-749) to evaluate the potential for a land exchange between Stoneman Park and the Faria Costa property for purposes of ensuring open space on the Faria site.
9-P-9	Establish creek setbacks along riparian corridors, extending a minimum of 50 to 150 feet laterally on each side of the creekbed. Setback buffers for habitat areas of identified special status species and wetlands may be expanded as needed to preserve ecological resources	Implemented on a case-by-case basis during project review and preparation of required CEQA documentation.

RESOURCE CONSERVATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
9-P-13	Ensure that special-status species and sensitive habitat areas are preserved, as required by state and federal agencies, during redevelopment and intensification of industrial properties along the Suisun Bay waterfront. Limit dredging and filling of wetlands and marshlands, particularly adjacent to Browns Island Preserve.	Not implemented, as no new development has occurred on sensitive habitats in these locations. Implementation will occur through application of CEQA and conditions of approval to specific projects.
9-P-15	As part of development plans, require evaluation and implementation of appropriate measures for creek bank stabilization, as well as necessary Best Management Practices (BMPs) to reduce erosion and sedimentation. Encourage preservation of natural creeks and riparian habitat as best possible.	Implementation ongoing. Implemented on a case-by-case basis through CEQA, design review, and grading permit processes.
9-P-16	Establish development standards for new construction adjacent to riparian zones to reduce sedimentation and flooding. Standards should include: - o Requirements that low berms or other temporary structures such as protection fences be built between a construction site and riparian corridor to preclude sheet-flooding stormwater from entering the corridors during the construction period. - o Requirements for installation of storm sewers before construction occurs to collect stormwater runoff during construction.	Partially implemented. Standards considered for inclusion in the Hillside Regulations (on-hold). Standards identified in the policy are added as conditions of approvals on a case-by-case basis (where applicable) for projects.
9-P-18	Require an encroachment permit from Contra Costa Water District (CCWD) for any storm drain facility crossing or encroaching onto Contra Costa Canal rights-of-way. Require all crossings to be constructed in accordance with CCWD standards and requirements.	Implementation ongoing.
9-P-19	As part of the City's Zoning Ordinance, establish regulations for the preservation of mature trees. Include measures for the replacement of all mature trees removed.	Tree preservation ordinance (Ordinance No. 15-1390) adopted in 2015.
9-P-20	As part of project review and approval, establish maintenance districts to ensure uniform maintenance for selected channels and creeks.	Not implemented in the form of a maintenance district, though City currently collects a Kirker Creek drainage fee for new construction in the Kirker Creek watershed.

RESOURCE CONSERVATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
9-P-21	As part of project review and CEQA documentation, require an assessment of downstream drainage (creeks and channels) and city stormwater facilities impacted by potential project runoff.	Implementation ongoing.
Water Quality		
9-P-22	Continue working with the Regional Water Quality Control Board in the implementation of the National Pollutant Discharge Elimination System (NPDES), with specific requirements established in each NPDES permit.	Implementation ongoing and as part of development proposal review.
9-P-23	Require new urban development to use Best Management Practices (BMPs) to minimize creek bank instability, runoff of construction sediment, and flooding.	Implementation ongoing through application of Standard Conditions of Approval.
9-P-26	Monitor water quality in the local creek and reservoir system to ensure clean supplies for human consumption and ecosystem health.	Implementation ongoing.
9-P-27	Protect water quality by reducing non-point sources of pollution and the dumping of debris in and near creeks, storm drains, and Contra Costa Canal. Continue use and implementation of the City's storm drain marking program in newly developed or redeveloped areas.	Implementation ongoing through application of Standard Conditions of Approval. City Public Works staff picks up and removes dumped debris alongside public roads. City sponsors annual volunteering event for clean-up of segments of Kirker Creek. In 2012, a trash capture device was installed in a drainage area near Dover Way, in accordance with requirements of the Regional Water Quality Control Board.
9-P-28	Prepare and disseminate information about the harmful effects of toxic chemical substances and safe alternative measures.	Implementation ongoing as a component of the NPDES education and outreach program.

RESOURCE CONSERVATION ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
Historical and Cultural Resources		
9-P-35	Expand the role of the City's Historical Resources Commission, currently responsible for only the New York Landing Historical District, to include all historical resources. The Commission should be responsible for designating historical resources, and acting as the community's liaison on these issues. However, the role of reviewing development proposals and re-modelings in the Historical District should be transferred to the Planning Commission.	Implemented with adoption of amendments to Pittsburg Municipal Code chapter 15.84 (Ordinance No. 07-1290).
9-P-37	Redefine the New York Landing Historical District to designate and preserve historical structures not currently located within the district boundaries.	Implemented with adoption of amendments to Pittsburg Municipal Code chapter 15.84 (Ordinance No. 07-1290).
9-P-40	In accordance with State law, ensure the preparation of a resource mitigation plan and monitoring program by a qualified archaeologist in the event that archeological resources are uncovered.	Implementation ongoing through application of project-specific conditions of approval.
9-P-41	If archeological resources are found during ground-breaking for new urban development, halt construction immediately and conduct an archeological investigation to collect all valuable remnants.	Implementation ongoing through application of project-specific conditions of approval.
9-P-42	Develop an identification and preservation system for cultural resources -- those places or structures that qualify as "important" or "unique" to local community, ethnic, or social groups.	Partially implemented with the adoption of the "Old Town Design Guidelines."

GENERAL PLAN POLICY MATRIX

HEALTH AND SAFETY ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
Geology and Seismicity		
10-P-2	Restrict future development from occurring on slopes greater than 30 percent (as designated in Figure 10-1) over the 900 foot elevation contour, and on major and minor ridgelines (as delineated in Figure 4-2).	Implementation ongoing. Standards considered for inclusion in the Hillside Regulations (on-hold). Currently implemented on a case-by-case basis.
10-P-3	Regulate the grading and development of hillside areas for new urban land uses. Ensure that such new uses are constructed to reduce erosion and landsliding hazards: - o Limit cut slopes to 3:1 except where an engineering geologist can establish that a steeper slope would perform satisfactorily over the long term. - o Encourage use of retaining walls or rock-filled crib walls as an alternative to high cut slopes. - o Ensure revegetation of cut-and-fill slopes to control erosion. - o Ensure blending of cut-and-fill slopes within existing contours, and provision of horizontal variation, in order to mitigate the artificial appearance of engineered slopes.	Implementation ongoing. Standards considered for inclusion in the Hillside Regulations (on-hold). Currently implemented on a case-by-case basis.
10-P-6	Encourage the use of water-sprinkling trucks at large construction sites to keep the exposed soil moist during construction.	Implementation ongoing through application of standard construction conditions of approval.
10-P-7	As part of the development approval process, restrict grading to only those areas going into immediate construction as opposed to grading the entire site, unless necessary for slope repair or creek bed restoration. On large tracts of land avoid having large areas bare and unprotected; units of workable size shall be graded one at a time.	Implementation ongoing. Standards considered for inclusion in the Hillside Regulations (on-hold). Currently implemented on a case-by-case basis.
10-P-11	Form geological hazard abatement districts (GHADs) prior to development approval in unstable hillside areas (as designated in Figure 10-1) to ensure that geotechnical mitigation measures are maintained over the long-term, and that financial risks are equitably shared among owners and not borne by the City.	Implemented as a condition of project approval before final maps are approved.

HEALTH AND SAFETY ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
10-P-12	Evaluate the feasibility of implementing a hazard reduction program for existing residential development in unstable hillside areas (as designated in Figure 10-1). This would include inspection of structures for conformance with the Building Code.	Not implemented.
10-P-14	Review and amend City ordinances, including the Building Code, that regulate development in potentially hazardous locations to ensure adequate protection from geologic hazards.	Not implemented. Adoption of Hillside Regulations put on hold by City Council due to budgetary constraints.
10-P-15	Develop standards for adequate setbacks from potentially active fault traces (as designated in Figure 10-2) for structures intended for human occupancy. Allow roads to be built over potentially active faults only where alternatives are impractical.	Implementation ongoing. Pittsburg Municipal Code title 17 (Subdivision Ordinance) requires submittal of geotechnical reports for new development in the city. The theorized 'Pittsburg Fault' has been removed from City maps after extensive trenching did not result in any evidence that it exists.
10-P-17	Ensure detailed analysis and mitigation of seismic hazard risk for new development in unstable slope or potential liquefaction areas (as designated in Figure 10-1). Limit the location of critical facilities, such as hospitals, schools, and police stations, in such areas.	Implementation ongoing. Pittsburg Municipal Code title 17 (Subdivision Ordinance) requires submittal of geotechnical reports for new development in the city.
Flood Control		
10-P-18	Evaluate storm drainage needs for each development project in the context of demand and capacity when the drainage area is fully developed. Ensure drainage improvements or other mitigation of the project's impacts on the storm drainage system are appropriate to the project's share of the cumulative effect.	Implementation ongoing. Projects are reviewed under the City Storm Drainage Master Plan.
10-P-20	Develop and implement a Storm Flooding Mitigation Fee Program to fund required drainage improvements during construction of new development.	Implemented for Kirker Creek (Pittsburg Municipal Code chapter 15.104).
10-P-22	Ensure that pad elevations on newly constructed habitable buildings are one foot above the 100-year floodplain, as determined by FEMA.	Implementation ongoing. Reviewed during plan check review.

HEALTH AND SAFETY ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
Hazardous Materials		
10-P-32	Designate and map brownfield sites to educate future landowners about contamination from previous uses. Work directly with landowners in the clean-up of brownfield sites, particularly in areas with redevelopment potential.	Partially Implemented. In 2017 the City was awarded a \$300,000 Community-wide Environmental Assessment Grant from the US Environmental Protection Agency. The funding will be used to identify contaminates and begin preliminary planning for cleanup and future development at up to five underutilized sites in Pittsburgh. Assessments are scheduled to begin in spring 2018.
10-P-34	Identify appropriate regional and local routes for transport of hazardous materials and wastes. Ensure that fire, police and other emergency personnel are easily accessible for response to spill incidences on such routes.	Implemented. Pittsburgh Municipal Code chapter 10.36 identifies truck routes through the City. The County typically responds to hazardous materials spills.
Emergency Management		
10-P-37	Prepare and disseminate information to local residents, businesses, and schools about emergency preparedness and evacuation routes, including hazardous materials spills.	Partially Implemented. CARE program distributes information to schools (shelter-in-place). Local residents in cooperation with the Police Department have implemented the Community Emergency Response Team (CERT) program, which trains first responders in the event of major emergencies. As of 2011, 231 Pittsburgh residents had received training through the CERT program.

GENERAL PLAN POLICY MATRIX

PUBLIC FACILITIES ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
Water Supply and Distribution		
11-P-2	Implement, as needed, replacements and/or expansions to the existing system of water mains through the City's Capital Improvement Program.	Various improvements identified in the five-year Capital Improvement Program and 2015 Water System Master Plan, adopted in 2016.
11-P-7	Ensure that new residential, commercial, and industrial development equitably shares costs associated with providing water services to areas to urban expansion within the Planning Area.	Implementation ongoing. Water System Master Plan, Amendment #3 approved and revised facility reserve charges. Updated 2015 Water System Master Plan adopted in 2016.
11-P-8	Develop and implement a Recycled Water Ordinance, requiring the installation and use of recycled water supplies from the new Delta Diablo Sanitation District (DDSD) Reclamation Plant.	Not implemented. No ordinance has been adopted, although facilities for reclaimed water irrigation systems have been installed for the Delta View Golf Course, several public parks and street medians.
Wastewater Collection and Treatment		
11-P-11	Work with DDSD in planning the expansion of the wastewater treatment plant.	Implementation ongoing. DDSD consults with City staff in understanding land use and wastewater projections for sites located within the City.
11-P-12	Pursue replacement and/or expansion of the city's trunk sewer system, as demand increases, particularly in newer portions of the system south of State Route 4.	Identified in the five-year Capital Improvement Program.
11-P-13	Address deficiencies in the capacity, safety and reliability of the collection system as identified in the 1990 and subsequent Collection System Master Plans.	Implementation ongoing. Updates to Wastewater Conveyance System Master Plan conducted as needed.
11-P-17	Require that all wastewater dischargers within the City conform to the ordinances of the DDSD.	Implementation ongoing.
11-P-18	Ensure that new residential, commercial, and industrial development equitably share costs associated with providing wastewater services to areas of urban expansion within the Planning Area.	Implementation ongoing. Developers are charged facility reserve charges for development projects built in the city.

PUBLIC FACILITIES ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
Solid Waste		
11-P-22	Prepare and distribute informational handouts to the public regarding opportunities to reduce waste at homes and businesses, as well as methods of safe disposal of hazardous materials.	Implementation ongoing. Information distributed by the Public Works Division and Neighborhood Improvement Team and as part of the NPDES public outreach and education program.
11-P-23	Encourage builders to incorporate interior and exterior storage areas for recyclables in new or remodeled residential, commercial, and industrial structures.	Implementation ongoing through the development review process and supported by the development review and design guidelines last amended in November 2010.
Fire Protection		
11-P-24	Amend the subdivision regulations to include a requirement for detailed fire prevention and control, including community firebreaks, for projects in high and extreme hazard areas.	Not implemented.
11-P-26	Cooperate with Contra Costa County Fire Protection District (CCCYPD) to ensure that new or relocated fire stations are constructed on appropriate sites within the 1.5-mile response radii from new or existing development.	Implementation ongoing. The CCCYPD received design review approval to relocate two fire stations within the City limits. Construction on the new Station 85 on Loveridge Road and the new Station 84 on Railroad Avenue were completed in 2010. In 2016, Fire Station 87 in Pittsburg was reopened.
11-P-28	Cooperate with CCCYPD in obtaining a site for a new fire station (or relocation of Station 86) south of State Route 4 and west of Bailey Road.	Implementation ongoing.
11-P-29	Ensure adequate road widths in new development for fire response trucks, per the subdivision regulations.	Implementation ongoing through subdivision review process and project-specific conditions of approval.
Public Utilities		

PUBLIC FACILITIES ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
11-P-31	Work with Mirant Power Plant to acquire and/or develop transmission line corridors for attractive, community-serving, compatible uses, such as: - o Open space habitat. More intensive planting would provide a wildlife habitat corridor within the City. - o Passive recreational uses. A tremendous opportunity for parks, playing fields, and trails linked to the regional network.	Not implemented.
11-P-32	Ensure the designation of service corridor easements or routes when required for tentative map or specific plan approval.	Implementation ongoing through subdivision review process and application of project-specific conditions of approval.
11-P-33	As a condition of approval, ensure that all new and redevelopment projects underground utility lines on and adjacent to the site.	Implementation ongoing. Required by Standard Conditions of Development (Planning Commission Resolution No. 8931). Underground utilities are required for new development pursuant to Pittsburgh Municipal Code sections 12.36.120, 12.36.130 and 17.28.020. Downtown infrastructure capital improvement project completed in 2010 includes undergrounding of utilities in existing neighborhoods near West 10 th Street.

GENERAL PLAN POLICY MATRIX

NOISE ELEMENT		
ACTION POLICIES		STATUS (AS OF 12/31/17)
12-P-4	Require noise attenuation programs for new development exposed to noise above normally acceptable levels. Encourage noise attenuation programs that avoid visible sound walls.	Implementation ongoing through application of CEQA and project-specific conditions of approval. Phase 2 Zoning Code Update adopted May 2007 requires nonresidential uses adjacent to residential districts install an eight-foot-high solid masonry or concrete wall or a wall designed to attenuate the CNEL to the maximum level allowed in the general plan.
12-P-8	Develop noise attenuation programs for mitigation of noise adjacent to existing residential areas, including such measures as wider setbacks, intense landscaping, double-pane windows, and building orientation muffling the noise source.	Implementation ongoing through application of CEQA and project-specific conditions of approval. Phase 2 Zoning Code Update adopted May 2007 requires nonresidential uses adjacent to residential districts install an eight-foot-high solid masonry or concrete wall or a wall designed to attenuate the CNEL to the maximum level allowed in the general plan.
12-P-9	Limit generation of loud noises on construction sites adjacent to existing development to normal business hours between 8:00 a.m. and 5:00 p.m.	Implemented with the Phase 2 Zoning Code Update adopted May 2007.
12-P-10	Reduce the impact of truck traffic noise on residential areas by limiting such traffic to appropriate truck routes. Consider methods to restrict truck travel times in sensitive areas.	Partially implemented. Travel time restrictions not established; Municipal Code chapter 10.36 establishes truck routes through the city.

CITY OF PITTSBURG



HOUSING ELEMENT IMPLEMENTATION STATUS

Reporting Period:
January 1, 2017 – December 31, 2017

**Table A: Annual Building Activity Report Summary - New Construction
Very Low-, Low-, and Mixed-Income Multifamily Projects**

Housing Development Information									Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income			See Instructions	See Instructions	
Toscana at San Marco	SF	O	-	-	-	24	24	-	-	-	-
Positano at San Marco	SF	O	-	-	-	77	77	-	-	-	-
Waterstone (Belle Harbor))	SF	O	-	-	-	44	44	-	-	-	-
Waterstone (Belle Harbor)	ADU	R	-	6	-	-	6	-	-	6	-
Clipper Cove	SF	O	-	-	-	2	2	-	-	-	-
(9) Total of Moderate and Above Moderate from Table A3 ► ► ►					-	147	153	-			
(10) Total by income Table A/A3 ► ►			0	6	0	147					
(11) Total Extremely Low-Income Units*			0								

* Note: These fields are voluntary

Table A2: Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity				0	
(2) Preservation of Units At-Risk				0	
(3) Acquisition of Units				0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

Table A3: Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)**

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate	-	-	-	-	-	-	-
No. of Units Permitted for Above Moderate	-	-	-	-	-	-	-

* Note: This field is voluntary

** All units reported within Table A

Table B: Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.			2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted	392	-	23	-							23	367
	Non-deed restricted		-	2	-							2	
Low	Deed Restricted	254	2	209	6							217	37
	Non-deed restricted		-	-	-							0	
Moderate	Deed Restricted	316	-	-	-							0	166
	Non-deed restricted		150	-	-							150	
Above Moderate		1,063	252	168	150*							570	493
Total RHNA by COG. Enter allocation number:		2,025	404	402	156							962	1,063
Total Units ►►►													
Remaining Need for RHNA Period ►►►►►													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

*Includes 3 units that were not previously counted under the 2016 General Plan APR, per September 14, 2017 email from Christina Mirani from ABAG

Table C: Program Implementation Status

Housing Programs Progress Report - Government Code Section 65583

Program	Objective	Timeframe	Status of Program Implementation
Housing Supply			
Goal 1. Foster development of a variety of housing types, densities and prices to balance the City's housing stock and meet the City's regional fair share housing needs for people of all incomes.			
13-P-1.1	Ensure there is an adequate supply of mixed use and residentially zoned land of appropriate densities to accommodate existing and anticipated housing needs through 2022.		
13-P-1.1.A	Conduct periodic inventories of vacant and underutilized land to determine their suitability for more intense residential use. Maintain a list for distribution to interested homebuilders.	Quarterly	The Successor Agency to the City of Pittsburg Redevelopment Agency (Successor Agency) staff maintains a list of City and Successor Agency-owned parcels that is available to the public upon request and posted on the City's website. In addition, all City employees have access to an online Geographic Information System (GIS) web page that contains up-to-date property information, which staff can provide to the public upon request. Throughout 2017, the City continued to expand its GIS program to provide additional information regarding the City's land inventory and current zoning, and made zoning information and aerial imagery publicly accessible online.
13-P-1.1.B	Rezone vacant/underutilized land as deemed appropriate for mixed use or residential/higher residential use.	Upon request by developers or as needed	On May 21, 2007, the City Council adopted Ordinance No. 07-1284, amending the Zoning Ordinance to include the M (Mixed Use) District, and rezoning approximately 75-acres throughout the City to the M District. Development standards for the M District are determined through the Design Review process unless otherwise specified in the Railroad Avenue Specific Plan or the Pittsburg/Bay Point BART Master Plan. On November 2, 2009, the City Council adopted Ordinance No. 09-1319, rezoning approximately 1,075 acres around the future BART station to PD (Planned Development) District and adopted the Railroad Avenue Specific Plan. The Specific Plan contains development standards allowing residential development up to 65 units per acre (not including density bonuses) in the area adjacent to the future BART station. On September 19, 2011, the City Council adopted Ordinance No. 11-1350, rezoning approximately 50 acres

Program	Objective	Timeframe	Status of Program Implementation
			around the existing Pittsburgh/Bay Point BART station to M-P (Mixed Use with a Master Plan Overlay) District. The M-P District allows high-density residential development up to 70 units per acre (not including density bonuses), and establishes development standards such as minimum densities, maximum parking standards, and architectural and streetscape standards intended to foster development of a high-density, mixed-use transit village around the BART station. In 2015, the City Council approved the rezoning of a 1.51 acre commercial parcel to Medium Density Residential (RM) to allow for the adaptive reuse of a long standing vacant structure as a multifamily residential complex. In 2016, the City approved the Belle Harbor Subdivision, which included a request to rezone 7.25 acres from Government/Quasipublic (GQ) District to a Planned Development (PD) District to allow the development of a medium density project with 82 units, plus 8 accessory dwelling units.
13-P-1.1.C	Continue to facilitate the development of multifamily uses on identified Public/Institutional lands to streamline future permitting process, in the event the properties are deemed surplus.	As requested by developers or as needed	On May 21, 2007, the City Council adopted Ordinance No. 07-1284, amending the Zoning Ordinance to allow residential uses on Public/Institutional-designated land provided that the City Council deems the land surplus and not needed for a future public use. In 2009, a portion of Los Medanos Village Apartments, a 71-unit affordable multi-family development, was constructed on surplus public land after the City Council found that the site was surplus. In 2009, the Railroad Avenue Specific Plan was adopted by the City Council. The planning area contained eight publicly owned parcels that were identified for future mixed-use development at densities between 20 and 65 units per acre. In 2011, the City Council adopted the Pittsburgh/Bay Point BART Master Plan which rezoned approximately 27 acres of publicly owned land that is currently being used as public parking for BART patrons to allow mixed-use development at densities between 20 and 70 units per acre. In 2015, the Planning Commission approved the development of Stoneman Apartments, a 230-unit multifamily apartment complex on the site of the former Central Junior High School, within the GQ District. In 2016, the City approved the Belle Harbor Subdivision, which

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

Program	Objective	Timeframe	Status of Program Implementation
13-P-1.1.E	Support the use of Planned Development zoning for projects, when utilized to accommodate innovative site plans aimed at preserving open space, offering new recreational opportunities, and/or increasing the supply of affordable housing.	Upon request by developers or as deemed appropriate	The City has utilized the PD District zoning to allow for higher density mixed-use development as well as high-density, luxury apartments in the hills. In 2016, the City approved the Belle Harbor Subdivision, which included a request to rezone 7.25 acres from Government/Quasipublic (GQ) District to a Planned Development (PD) District to allow the development of 82 units, plus 8 accessory dwelling units which are affordable by design. The Belle Harbor Subdivision utilizes an innovative site plan which includes shared driveways, designated trash receptacle pickup areas, a tot lot, and 12,000 square feet of open space.
13-P-1.1.G	Continue to permit projects up to a density of 40 d.u./ac within the RH District that meet a community objective (affordable housing).	Ongoing; implement as development projects are proposed	On May 21, 2007, the City Council adopted Ordinance No. 07-1284, to allow an incremental increase in density proportionate to the increase in affordable units within the High Density Residential (RH) District. Specifically, for each 2 percent increase in deed-restricted lower-income unit offered above that required by the Inclusionary Housing Ordinance (Chapter 18.86), lot area per unit may be reduced 100 square feet per unit and minimum lot area may be reduced 2,000 square feet for a maximum density of 40 units per acre. No projects requesting to utilize the above-referenced section of the Zoning Ordinance have been proposed during the current Housing Element Cycle (2015-2023).

Program	Objective	Timeframe	Status of Program Implementation
13-P-1.2	Encourage the construction of both high end and moderate-income housing in the southern foothills, downtown, along the waterfront, and throughout Pittsburg to provide above moderate-income housing opportunities in the community and to increase economic activity within the city.		
13-P-1.2.A	Establish minimum lot sizes when rezoning the foothills to accommodate large homes. Provide flexible lot sizes on up to 50% of the lots, when requested, in conjunction with a density bonus and long-term affordable housing agreement.	Ongoing; implement upon request	Developable areas within the southern foothills have been pre-zoned as Hillside Planned Development (HPD) District, and upon annexation into the City, HPD District regulations would apply. The HPD District does not establish minimum lot sizes; however, the allowable density for new single-family residential development is identified as a range from 0.2 to 4.5 d.u./ac depending upon the average natural slope of a property. This type of density range would be conducive to large lot and large home development. Additionally, General Plan policy 2-P-94 allows an overall maximum density of three dwelling units per acre within the low density residential areas south of the San Marco Planned Development, which would allow for estate-sized lots for estate sized homes
13-P-1.2.B	Ensure subdivisions in the foothills include an adequate supply of estate-sized lots for estate size homes.	Ongoing; implement as development projects are proposed	Development in hillside areas is subject to the base density calculations set forth in the HPD District development regulations, which allows for flexible lot sizes in accordance with the surrounding topography and development. The base density calculations allow a range from 0.2 to 4.5 d.u./ac. Such a density range would be conducive to a subdivision development of estate homes. Additionally, General Plan policy 2-P-94 allows an overall maximum density of three dwelling units per acre within the low density residential areas south of the San Marco Planned Development, which would allow for estate-sized lots for estate sized homes.
13-P-1.2.C	Ensure that at least half the homes approved and constructed on estate size lots in the foothills are over 3,000 square feet (net garage) in size.	Ongoing; implement as development projects are proposed	All development projects and tentative subdivision maps are subject to review by the Planning Commission; therefore, this policy be implemented on a case-by-case basis.

Program	Objective	Timeframe	Status of Program Implementation
13-P-1.2.D	Support the development of moderate- and above moderate-income housing within the existing City limits, such as high-end condominiums, townhouses, and single-family units with premium views and amenities throughout the city to increase economic activity within these areas.	Ongoing; implement as development projects are considered and proposed	The southwest portion of the City, which extends from State Route 4 to the north to the southwest hills to the south, is located in the 693-acre San Marco PD, which was established in 1993 and is composed of approximately 14 distinct “villages” with varying densities and housing types specified for each. In 2012, the Planning Commission approved a Vesting Tentative Map in the San Marco PD for up to 252 small lot single-family lots (ranging from 2,992 square feet to 5,480 square feet) on approximately 30.2 acres. In 2008, the San Marco Villas were constructed within the large-scale San Marco PD District. The development resulted in development of 330 market-rate multi-family apartments at the western foothills of the City and dramatically increased the number of rental units available to moderate- and above moderate-income families. In 2015, the Planning Commission approved the Villas II Extension, which added an additional 132 units immediately west. Additionally, in 2015, the Planning Commission approved the construction of Greystone Place (38 units) within the Railroad Avenue Specific Plan (RASP) PDA and the renovation of the Burlessas Building, which would include ground floor retail and eight multi-family residential units on the second floor. Construction of the Greystone Place Subdivision was completed in 2016. In 2016, the City approved the Belle Harbor Subdivision, which included a request to rezone 7.25 acres from Government/Quasipublic (GQ) District to a Planned Development (PD) District to allow the development of 82 units, plus 8 accessory dwelling units which are affordable by design. While these units are detached, the PD District approved under the rezoning allows for reduced lot sizes and setbacks, and an increase in density similar to a townhome development. In 2017, the City approved the Esperanza Apartments, a 318-unit multi-family development which will significantly increase the number of moderate- and above moderate-income multi-family units in the City.

Program	Objective	Timeframe	Status of Program Implementation
13-P-1.4	Support the construction of multi-family housing in close proximity to transit, arterials, shopping, and public services.		
13-P-1.4.A	Encourage the development of high-density, transit-oriented mixed-use development for all income levels, within identified Priority Development Areas (PDAs) near existing and planned transit through the implementation of the Pittsburgh/Bay Point BART Master Plan and the Railroad Avenue Specific Plan. Where feasible and appropriate, provide incentives such as fee waivers or deferrals, reduced parking requirements (in accordance with the adopted plans) and fast-track permit processing.	Communicate with interested developers at least once per year and implement as development projects are proposed	The City Council adopted Ordinance No. 09-11303 approving the Railroad Avenue Specific Plan on November 2, 2009. The plan regulates development within the Railroad Avenue PDA and allows densities up to 65 units per acre in areas closest to the planned eBART station. On September 19, 2011, the City Council adopted Ordinance No. 11-1350 rezoning approximately 50 acres around the existing Pittsburgh/Bay Point BART Station to M-P (Mixed Use with a Master Plan Overlay) District. The Master Plan allows high-density residential development up to 70 units per acre (not including density bonuses), and contains development standards such as minimum densities, maximum parking standards, and architectural and streetscape standards intended to foster development of a high-density, mixed-use transit village around the BART station. In 2016, the City approved the Belle Harbor Subdivision, which included a request to rezone 7.25 acres from Government/Quasipublic (GQ) District to a Planned Development (PD) District to allow the development of 82 units, plus 8 accessory dwelling units which are affordable by design. The proposed development is designed at a density of 11.5 d.u./ac, and is located within a ½ mile radius of the BART station at the intersection of Railroad Avenue and State Route 4. In 2017, the City approved the Esperanza Apartments, a 318-unit multi-family development approximately one mile west of the Pittsburgh/Bay Point BART Station. The City will continue to communicate with interested developers as development projects are proposed within these specified areas.
13-P-1.4.B	If deemed necessary by the City Engineer, research and implement Transportation Demand Management (TDM) strategies, such as parking pricing, unbundling housing and parking, and employer sponsored transit passes, for in-fill and mixed-use developments located within one-half	Ongoing; review annually or as development projects are proposed	The Railroad Avenue Specific Plan contains Policy No. 6-P-13, to implement TDM strategies including those listed within Program 13-P-1.4.C, when traffic and parking demand increases within the Specific Plan area. Further, the Specific Plan contains reduced parking requirements for residential developments within the plan area. In 2016, the City hired a consultant to prepare a TDM strategy, and held

Program	Objective	Timeframe	Status of Program Implementation
	mile distance of BART and other transit facilities in order to reduce parking requirements.		multiple community meetings within neighborhoods affected by the Pittsburg Center BART Station to discuss TDM strategies and gather feedback. The Pittsburg/Bay Point BART Master Plan contains subsection, 6.7, Station Area Development Strategies-Parking Management Strategies that sets forth recommendations to reduce parking demand on BART-owned properties. Further, the Master Plan contains parking maximums and no parking minimum standard for properties within the plan area.
13-P-1.4.C	Encourage owners of very large parcels (in excess of 20 acres) within one-half mile of an established or planned PDA to partner with nonprofit housing developers to develop a portion of the site with housing affordable to low- and moderate-income households.	Ongoing; implement as development projects are proposed	Not yet implemented. Implemented as development projects are proposed within these areas.
13-P-1.5	Encourage the construction of accessory dwelling units or “second units” that allow extended families to live near each other, increase the affordable and rental housing stock, and provide income assistance to homeowners.		
13-P-1.5.A	Support the development of second units through reductions and waivers of city transportation and planning fees for accessory residential units.	Ongoing; implement as second units are proposed	In August 2017, the City Council adopted an ordinance amending Title 18 of the PMC to bring the City's Accessory Dwelling Unit (ADU) ordinance into conformance with recently adopted state legislation. In response to SB 1069 and AB 2299, the amendments included the following changes: increasing the maximum allowable attached ADU size; and eliminating parking requirements for certain ADUs. Key additional changes made beyond those required to meet state law included: allowing detached ADUs a maximum 1,200 square feet; establishing a minimum ADU size of 200 square feet; requiring a minimum private storage area of 200 cubic feet; outlining requirements for conversion of lawfully established nonconforming structures; specifically requiring all ADUs provide kitchen and sanitation facilities separate from the main dwelling unit; and requiring all new ADUs be registered to the City's Residential Rental Inspection Program (RRIP).
13-P-1.5.B	Work with Delta Diablo Sanitation District and Contra Costa Water District to reduce or waive	2015-2017	This program has not been implemented.

Program	Objective	Timeframe	Status of Program Implementation
	fees for utility installations for accessory dwelling units.		
13-P-1.5.C	Develop a second unit brochure and make it available for distribution at permit center and web site.	2015	In progress.
13-P-1.6	Meet Pittsburgh's fair share regional housing needs.		
13-P-1.6.A	Endeavor to facilitate the production of a minimum of 2,025 housing units between January 1, 2014, and June 30, 2022, including at least 392 units serving extremely low- and very low-income households, 254 units serving low-income households, and 316 units serving moderate-income households through implementation of the policies and actions identified in this element.	2014-2022	The City made significant progress toward meeting its RHNA targets for the 2015-2023 housing cycle. As of 2017, the City has achieved six percent of its very-low (23 of 392); 86% of its low (219 of 254); 152% of its moderate (479 of 316); and 28% of its above-moderate income RHNA targets through project entitlements.
13-P-1.6.B	Monitor the City's inventory of sites appropriate to meet housing at all income levels and ensure that adequate sites remain available throughout the planning period, in compliance with Government Code Section 65863(b).	2014-2022	Ongoing. The Successor Agency to the City of Pittsburgh Redevelopment Agency (Successor Agency) staff maintains a list of City and Successor Agency-owned parcels that is available to the public upon request. In addition, all City employees have access to an online Geographic Information System (GIS) web page that contains up-to-date property information, which staff can provide to the public upon request. Throughout 2017, the City continued expanding its GIS program, which will allow the City to closely monitor availability of land for development of housing at all income levels.
Affordable Housing/Special Needs Housing			
Goal 2. Promote the expansion of the City's affordable housing stock, including that which accommodates special needs households.			
13-P-2.1	Provide incentives to developers who assist the City in meeting affordable housing needs, including units to accommodate special needs households: female-headed households, seniors, disabled, developmentally disabled, large families, emancipated youth, seasonal and temporary workers, and the homeless.		

Program	Objective	Timeframe	Status of Program Implementation
13-P-2.1.A	Utilize public funds to increase the supply of housing affordable to extremely low-, very low-, and low-income households, and moderate-income large family households. Endeavor to set aside a minimum 20% of the City's annual Community Development Block Grant (CDBG) funds for affordable housing projects and programs targeting special needs populations described in Policy 2.1.	Review CDBG funding annually to provide funds for affordable housing projects and targeted special needs populations.	The Pittsburgh Housing Authority (Housing Authority) administers rental assistance through the Section 8/Housing Choice Vouchers program to extremely low-, very low-, and low-income households by subsidizing their monthly housing expense. The Housing Authority provides rental subsidy to the maximum extent allowable. Funding is awarded by the Federal government to subsidize low-income families with their rent. The number of families the Housing Authority can assist is determined by the annual contract contribution awarded. Factors in determining the number of units available to assist eligible families are based on average housing assistance payments, fair market rents established by HUD, and administrative costs. With this in mind, for calendar year 2016-2017, the Housing Authority received \$13,446,509. These funds were used to subsidize 948 Section 8 recipients and 160 Veteran Affairs Supportive Housing (VASH) vouchers. Additionally, \$100,000 of CDBG and \$100,000 of Housing Successor funds were used for the housing rehabilitation program to sustain the existing housing stock, much of which is occupied by low-income residents. This program will continue to be implemented on an annual basis. The Successor Agency for the Redevelopment Agency of the City of Pittsburgh (Successor Agency) used \$340,388.26 of its Housing Successor funds to purchase a single family residential unit to preserve the affordable unit. The home was conveyed to the Housing Authority to be included in its Section 8 rental program. Finally, in Fiscal year 2017-2018, the Successor Agency allocated \$100,000 of Housing Successor funds to re-establish the First Time Home Buyer Program; a down payment assistance program available to qualified buyers.
13-P-2.1.B	Prioritize public funds for the development of housing affordable to extremely low-income	Funding will be prioritized	During the 2007–2014 Housing Element planning period, the Redevelopment Agency invested approximately \$6.4 million in the Los

Program	Objective	Timeframe	Status of Program Implementation
	households for identified special needs groups described in Policy 2.1.	annually.	Medanos Village Apartments, which consists of 30 units that would be set aside for qualified low-income residents and small families. The development may be restricted to veteran housing depending on the funding secured for the project. Program will continue to be implemented on a case-by-case basis.
13-P-2.1.C	Provide fee waivers and allow fee deferrals until issuance of a Certificate of Occupancy for developers constructing affordable housing developments and/or developers providing housing and programming serving identified special needs populations described in Policy 2.1. Investigate the possibility of extending fee deferrals beyond issuance of a Certificate of Occupancy to allow developers of affordable housing to amortize the fees over a longer period of time.	Ongoing; implement as affordable housing projects are proposed	Implemented on a case-by-case basis as affordable housing projects are proposed. In 2015, the Planning Commission approved development of Greystone Place, a 38-unit infill development. As part of the project's Development Agreement, four deed-restricted affordable units were constructed to meet the City's inclusionary housing requirement. As part of the development agreement, impact fees associated with the construction for the four affordable units were waived. In 2016, the Planning Commission approved development of formerly Belle Harbor, an 82-unit infill development which includes eight deed-restricted affordable units to be constructed to meet the City's inclusionary housing requirement. As part of the development agreement, impact fees associated with the construction for the four affordable units were also waived.
13-P-2.1.D	Assist nonprofit developers in seeking utility fee credits when redeveloping sites for affordable housing and/or housing developments serving an identified special needs population as described in Policy 2.1.	Ongoing; provide assistance as development projects are proposed	Implemented on a case-by-case basis as affordable housing projects are proposed. Previously, the City's Engineering Division has worked with nonprofit developers to identify utility, traffic mitigation, and parkland dedication fee credits for multiple affordable housing developments including Siena Court, Los Medanos Village Apartments, and La Almenara.

Program	Objective	Timeframe	Status of Program Implementation
13-P-2.1.E	Give priority in processing to project applications with an affordable housing component and/or serving an identified special needs population described in Policy 2.1.	Ongoing; Review annually and implement as development project applications are received	Implemented on a case-by-case basis as affordable housing projects are proposed. The Development Services Department has historically prioritized development projects that include an affordable component. In 2015, Greystone Place, which included the construction of four affordable second dwelling units, obtained subdivision, design review, and development agreement approvals and began construction in less than 20 months (February 2014 to November 2015). In 2016, the Planning Commission approved development of an 82-unit infill development with eight affordable second dwelling units. The developer obtained subdivision, design review, and development agreement approvals and began construction in less than one year (September 2015 to August 2016). Historically, Los Medanos Village Apartments (71 unit affordable multi-family development) obtained planning entitlements as well as engineering and building permits, completed construction and received Certificates of Occupancy in approximately 19 months (April 2007 to November 2008). Siena Court (111-unit affordable development including a mixed-use component, a structured garage and a rooftop garden) obtained planning entitlements and engineering and building permits and broke ground on construction within approximately 18 months (June 2008 to December 2010). La Almenara (20-unit multi-family affordable development) obtained planning entitlements and engineering and building permits and broke ground on construction within seven months (February 2010 to September 2010).
13-P-2.1.F	Support density bonuses and other incentives above those required in the State mandated Density Bonus Law for mixed-income housing projects which address the housing needs of an	Review annually and implement as development	Implemented on a case-by-case basis as affordable housing projects are proposed. Since 2010, the Planning Commission approved Siena Court, an

Program	Objective	Timeframe	Status of Program Implementation
	identified population described in Policy 2.1.	projects are proposed	affordable housing development for seniors, and Los Medanos Apartments, which is slated for occupancy by veterans, both with approximately 50 percent density bonuses. The density bonuses granted by the City for these projects are significantly higher than the maximum density bonus called for under state law (35 percent).
13-P-2.1.G	Continue to work with non-profit developers to identify and apply for County and state grants (www.hcd.ca.gov/fa) to construct affordable housing projects and/or residential developments that serve an identified special housing needs population described in Policy 2.1.	Annually communicate with nonprofit developers and annually, depending on state funding cycles, submit applications for funding.	In 2015, the City applied for several County and State grant funding programs to support affordable housing. The City received a \$20,000 grant from the San Francisco Foundation. The Pittsburg Housing Authority has agreed to provide a loan agreement for up to \$947,000 for the financing of Veteran's Square through Resolution No. 15-288 dated June 15, 2015. In April 2016, the developer was notified that the Veteran's Square project will be receiving an award of over \$3 Million in state Veterans Housing and Homeless Prevention Program funds and the project was invited to submit a full application for the state Affordable Housing and Sustainable Communities Program. The City will continue to apply for County and State funding in the coming years.
13-P-2.1.H	Facilitate the development of onsite child care space by offering priority permitting, reduced parking and flexible development standards for housing developments that include on-site child care.	Review annually and implement as development projects are proposed.	PMC section 18.50.010, "Land Use Regulations for All Residential Districts," allows General Day Care uses as a permitted use in medium and high-density residential districts provided that they are designed as an ancillary part of the multi-family residential project, and serve only the residents of the complex; otherwise, they are permitted with an approved use permit. No development has proposed to have a child care center within this reporting period. The City's Municipal Code currently allows small family day cares as a permitted use in all residential zones. In March 2017, the City Council adopted an ordinance amending Title 18 of the PMC to permit large family daycare homes of up to 14 children, with limitations related to noise, parking, and spacing/concentration, consistent with state law. The ordinance also streamlined the permitting process and minimized

Program	Objective	Timeframe	Status of Program Implementation
			processing fees for large daycare homes.
13-P-2.2	Accommodate the development of housing that is accessible to disabled persons and facilitates aging in place.		
13-P-2.2.A	Continue to implement a Home Rehabilitation Loan Program, providing grants to extremely low-, very low-, and low-income senior and disabled households to increase the handicap accessibility of their homes. Advertise the loan program through flyers, online materials, and outreach at the Senior Center and the Housing Authority.	Ongoing; distribute flyers and update outreach materials annually or as needed	During the 2017-2018 fiscal year \$100,000 of CDBG and \$100,000 of Housing Successor funds were allocated for the housing rehabilitation program to sustain the existing housing stock, much of which is occupied by low-income residents.
13-P-2.2.B	To facilitate aging in place, encourage that a percentage of new homes within new subdivisions be limited to one-story in height, and incorporate universal design principles as part of a comprehensive update of the development review design guidelines.	2015-2017	The Development Review Design Guidelines have not been updated to include this program. However, all projects are reviewed by the City's Building Division in accordance with Chapter 11 of the California Building Code which requires that a certain number of residential units within new construction projects or significant rehabilitation projects be accessible and adaptable. Until the Design Guidelines are updated to include this program, it will be implemented on a case-by-case basis as development proposals are reviewed.
13-P-2.3	Support efforts to provide temporary, transitional and permanent housing in the City and surrounding area for homeless people.		
13-P-2.3.A	Coordinate with the County and local non-profits to identify and address the housing and social service needs of the local homeless.	Annually	During the 2017/2018 fiscal year, the City provided over \$59,699 in CDBG Funds to local non-profit programs that provide services to the local homeless population, including: Coordinated Outreach, Referral, and Engagement Program (CORE) teams serve as an entry point into the coordinated entry system for unsheltered persons and work to identify, engage, stabilize and house chronically homeless individuals and families. The outreach teams provide basic needs supplies, counseling, benefits assistance, linkages to healthcare, shelter placement, and referrals and transportation to C.A.R.E. Centers; the Winter Nights Rotating Family Shelter is a project of the Interfaith Council of Contra Costa County that provides emergency shelter, food, tutoring, transportation, case management, housing placement assistance and more to homeless families living primarily in East and Central County; Loaves and Fishes, which provides hot meals Monday

Program	Objective	Timeframe	Status of Program Implementation
			through Friday;; St, Vincent de Paul RotaCare, a free medical clinic for low income and underserved uninsured Pittsburg residents; and the St. Vincent de Paul workforce Development Program, which provides training and work experience for those who are new to or have been out of the workforce due to incarceration, addiction, homelessness or chronic unemployment; The City is actively engaged in the Contra Costa County of Continuum of Care (CoC) which is governed by the Contra Costa Council on Homelessness (Council). The Council provides a forum for communication and coordination about the implementation of the County's strategic plan to prevent and end homelessness, and for orchestrating a vision on ending homelessness in the County, educating the community on homeless issues, and advocating on federal, state, and local policy issues affecting people who are homeless or at risk of homelessness. The Council provides advice and input on the operations of homeless services, program operations, and program development efforts in the county. Pittsburg has been closely participating in the Council meetings as well as the Health, Housing, and Homeless Services (H3) Community meetings. The purpose of H3 community meetings is to exchange information regarding housing resources to County and non-profit staff, housing advocates, consumers of the homeless CoC, and the general public. Input and feedback from H3 community meetings are brought to the Mental Health Commission's Consolidated Planning and Advisory Workgroup and the Council.
13-P-2.3.B	Continue to fund operations of the permanent homeless shelters in Central Contra Costa County using CDBG and other funds targeted to serve lower income households.	Ongoing; allocate funds annually	The City continues to participate in the countywide efforts to assist the homeless population by funding services that take proactive steps to implement the CoC strategy for the homeless. During the 2017-2018 fiscal year, the City provided \$13,137 in CDBG funds to the St. Vincent De Paul RotaCare clinic that is operated at the St. Vincent De Paul facility in Pittsburg. This program not only offers free medical care for the uninsured but also serves as a day time shelter for homeless families. A feeding program is also within walking distance from the facility and offers hot meals for these families. Additionally, the City provided \$26,562 in CDBG funds to CORE and the Winter Nights Rotating Shelter.

Program	Objective	Timeframe	Status of Program Implementation
			The Housing Authority applied for additional funding for Housing Choice Vouchers (Veterans' Affairs Supportive Housing Vouchers aka VASH Vouchers) for homeless veterans in Contra Costa County. Additional vouchers may be awarded in Spring 2018.
13-P-2.3.C	Amend the Zoning Ordinance to redefine supportive and transitional housing to be consistent with Health and Safety Code Sections 50675.2 and 50675.14. In accordance with more recent interpretations of Senate Bill 2, amend the Zoning Ordinance to allow supportive and transitional housing as residential uses subject only to restrictions applicable to other residential uses of the same type in the same zone.	2015-2016	Not yet implemented.
13-P-2.3.D	Continue to support expansion of programs providing housing information, counseling, referrals, dispute resolution, and/or emergency shelter.	Ongoing; allocate funding annually or as available	The Successor Agency has partnered in the past and continues to allocate funding to Pacific Community Services, Inc. (PCSI), to provide confidential counseling to families who are in danger of losing their homes to foreclosure; facilitate tenant/landlord dispute resolution; conduct pre- and post- purchase counseling to homebuyers within the City; provide free of charge information and referral services regarding home ownership to households within the City; refer homeowners within the City that require credit maintenance and money management services to a credit counseling agency. In fiscal year 2017-2018, the Successor Agency has allocated \$10,000 for PCSI's efforts. During the 2017-2018 fiscal year, the City provided \$10,000 in CDBG funds to Contra Costa Senior Legal Services, to support legal counseling, advice, representation, and litigation services to seniors in connection with housing issues.
13-P-2.3.E	Work with public agencies in the area to develop a coordinated and cooperative approach to identifying the housing needs of day laborers, and implement programs to address their identified needs.	Annually	This program has not been implemented.
13-P-2.3.F	Continue to support community based job training programs to help individuals learn necessary skills	Ongoing	Not yet implemented.

Program	Objective	Timeframe	Status of Program Implementation
	to attain higher paying jobs and transition out of the Section 8 program.		
13-P-2.4	Increase homeownership opportunities for extremely low-, very low-, low- and moderate income households.		
13-P-2.4.A	Provide support for the development of homes for extremely low-, very low-, and low-income households under sweat equity programs, through technical assistance, funding application assistance, and financial assistance if and when available.	Ongoing; implement as development projects are proposed	The City has not been implemented a sweat equity program during the current Housing Element cycle. City staff provides technical assistance and funding application assistance as requested by developers of affordable housing. During the 2017-2018 fiscal year, \$100,000 of CDBG and \$100,000 of Housing Successor funds were allocated for the housing rehabilitation program to sustain the existing housing stock, much of which is occupied by low-income residents.
13-P-2.4.B	Support continuation of the County Mortgage Credit Certificate program benefiting new low- and moderate-income homeowners, and make information about it available at permit counter and on the City's website.	Ongoing; review and update information annually or as needed	This program has not been implemented during the current Housing Element cycle.
13-P-2.4.C	Continue to provide a first-time homebuyer program in the city for the benefit of low- and moderate-income households utilizing appropriate CDBG and Housing Authority resources. Explore options for partnership with ABAG or other regional agencies on additional funding for a region-wide first time homebuyer program.	Ongoing; allocate resources annually or as available	This program has not been implemented during the current Housing Element cycle.
13-P-2.4.D	Continue to provide information to local for-profit and not-for-profit developers about the types of state and federal low-interest land acquisition/construction funds available for development of homes affordable to low- and moderate-income households by distributing the list of available grant funds listed on www.hcd.ca.gov/fa/ , and continuing to offer support in the application of these funds.	Ongoing; distribute the list annually and upon request	This task is undertaken on a case-by-case basis when individual developers approach the City's Economic Development Department and Planning Division, and request information or assistance in obtaining state and federal funds. In the past, the City has worked closely with nonprofit housing developers to participate in mortgage and construction loan and grant programs including but not limited to the Housing and Community Development Multi-family Housing Program (HCD MHP), Contra Costa HOME, Affordable Housing Partnership (AHP) funds, California

Program	Objective	Timeframe	Status of Program Implementation
			Tax Credit Allocation Committee (CTCAC) tax credits, and the California Debt Limit Allocation Committee (CDLAC) Qualified Residential Rental Project Program.
13-P-2.4.E	Continue to participate in the Contra Costa County Consortium to ensure access to and input on the distribution of HOME and HOPWA funds benefiting Pittsburg residents with special needs.	2015-2018	The City of Pittsburg continues to partner with the Contra Costa County Consortium to offer staff assistance and to ensure the receipt and distribution of Contra Costa HOME and Housing Opportunities for Persons with AIDS (HOPWA) funds that benefit Pittsburg residents.
13-P-2.4.F	Continue to co-sponsor homeownership/credit preparation classes within the community.	Ongoing; co-sponsor classes on quarterly basis or as appropriate	Currently, Pittsburg Housing Authority staff provides individual counseling on eligibility requirements, credit issues, and pre- and post-homeownership counseling. This program will continue to be implemented on an ongoing basis depending on the availability of funding.
13-P-2.4.G	Amend the City's inclusionary housing ordinance to allow inclusionary units to count towards density bonuses.	2017	This program has not been implemented during the current Housing Element cycle.
13-P-2.4.H	Review the appropriateness and feasibility of the City's inclusionary housing regulations as they relate to new and existing for-sale and rental housing development. Evaluate fluctuations in market-rate home sale and rental prices, income trends, and other relevant data, as well as recent case and state law as it relates to the City's adopted policy. If appropriate, consider adopting a revised inclusionary policy for new development in which fee payment (such as an affordable housing linkage fee) is the primary form of compliance for various types of development. Identify appropriate strategies for working with owners and occupants of existing inclusionary units depending on the results of the analysis.	2017	This program has not been implemented during the current Housing Element cycle.
13-P-2.4.I	Support the development of homes affordable to low- and moderate-income households and developed by nonprofit organizations citywide. Support should include, but not be limited to, technical/staff assistance for grant and tax credit applications as well as incentives, credits and fee deferrals, and flexible development standards in accordance with the State-mandated Density	Ongoing; implement as development projects are proposed by nonprofit organizations	Implemented on a case-by-case basis as applications are submitted. City staff provides technical assistance and finding application assistance as requested by developers of affordable housing.

Program	Objective	Timeframe	Status of Program Implementation
	Bonus Law. Prioritize partnerships with nonprofit developers that have a proven track record in developing successfully in the city.		
13-P-2.4.J	Create a list of publicly owned land, update the list on a quarterly basis, and make the list available to developers upon request. Prioritize partnerships for the disposition of publicly owned land with nonprofit developers that have a proven track record in developing successfully in the city.	Ongoing; establish list by 2016, update quarterly	Ongoing. The Successor Agency to the City of Pittsburgh Redevelopment Agency (Successor Agency) staff maintains a list of City and Successor Agency-owned parcels that is available to the public upon request. In addition, all City employees have access to an online Geographic Information System (GIS) web page that contains up-to-date property information, which staff can provide to the public upon request. Throughout 2017, the City continued to expand its GIS program, which will allow the City to closely monitor availability of land for development of housing at all income levels.
13-P-2.4.K	Pursue federal resources to acquire foreclosed properties for the rehabilitation and re-tenanting of very-low, low- and moderate-income first-time homebuyers, and to assist homeowners facing foreclosure to stay in their homes. Institute a local preference policy for residents and those who work and/or attend school in Pittsburgh when administering the program.	Ongoing; pursue federal resources and institute a local preference policy by 2017	No federal resources to acquire foreclosed properties were obtained during the reporting period. The Successor Agency for the Redevelopment Agency of the City of Pittsburgh partnered up with Pacific Community Services Inc. (PCSI), a non-profit organization that assists troubled homeowners at no charge. PCSI services include confidential counseling to families who are in danger of losing their homes through foreclosure. The counseling consists of a personal interview and the development of a case management plan. A working relationship is established between the homeowner and lender and so as to determine the best relief measures. Every possible alternative to foreclosure is explored.
13-P-2.5	Increase the supply of rental housing available and affordable to extremely low-, very low-, low-, and moderate-income households, and in particular large families.		
13-P-2.5.A	Continue to advocate for and operate the Section 8 Housing Choice Voucher Program. Increase the number of vouchers available, when possible.	Ongoing	The Housing Authority continues to provide rental housing assistance to approximately 948 Section 8 voucher holders, which includes 160 Housing Choice Vouchers for homeless veterans in Contra Costa County. In 2017, the City of Pittsburgh Housing Authority opened the Housing Choice Voucher Wait List and conducted a lottery; 5,000 applicants were selected for consideration when funding is available. In October,

Program	Objective	Timeframe	Status of Program Implementation
			the COPHA Staff applied for additional funding for Housing Choice Vouchers (Veterans' Affairs Supportive Housing Vouchers aka VASH Vouchers) for homeless veterans in Contra Costa County. Additional vouchers may be awarded in Spring 2018. In fiscal year 2016-2017, the Successor Agency used \$340,388.26 of its Housing Successor funds to purchase a single family residential unit to preserve the affordable unit. The home was conveyed to the Housing Authority to be included in its Section 8 rental program.
13-P-2.5.B	Continue to publicize the Housing Choice Voucher Program/benefits, and encourage the participation of single and multi-family property owners.	Ongoing	The Housing Authority continues to market the Section 8 Housing Choice Voucher Program by directly contacting and informing landlords and property managers about the program and by keeping program information current on the City website.
13-P-2.5.C	Provide support for the development of rental units for extremely low-, very low-, low-, and moderate-income households that are developed by nonprofit organizations by offering technical assistance, funding application assistance, fee waivers and deferrals, and financial assistance if and when available.	Ongoing	Implemented on a case-by-case basis as affordable housing projects are proposed.
13-P-2.6	Encourage the incorporation of energy conservation design features in existing and future residential developments to conserve resources and reduce housing costs.		
13-P-2.6.A	Continue to offer rehabilitation loans and possibly grants to low- and moderate-income homeowners to improve the energy efficiency of their residence and/or replace existing energy inefficient appliances.	Ongoing	During the 2017-2018 fiscal year, \$100,000 of CDBG and \$100,000 of Housing Successor funds were allocated for the housing rehabilitation program to sustain the existing housing stock, much of which is occupied by low-income residents. During the 2016-2017 fiscal year, \$76,689 was expended under the Housing Rehabilitation program and assisted 4 Pittsburg residents with the renovation of their homes.
13-P-2.6.B	Create incentives such as a density bonus or priority permitting for developments that exceed state energy efficiency standards by 20 percent as	2015-2020	This program has not been implemented.

Program	Objective	Timeframe	Status of Program Implementation
	part of a comprehensive update of the development review process of the Climate Action Plan (whichever comes first). Support the use of solar heating and cooling homes, consistent with adopted building, mechanical, and plumbing codes.		
13-P-2.6.C	Work with public and private financing entities to develop a grant or long-term loan program fund to fund the installation of solar panels on single-family and multifamily residential developments to reduce energy consumption and provide savings to property owners. Examples of such partnerships include but are not limited to Pittsburgh Power Company, California FIRST Energy Savings Financing, Figtree PACE Program and expansion of the City's involvement into the HERO Program to include residential uses.	2015-2020	This program has not been implemented.
13-P-2.6.D	Utilize efficient design principles in the site planning of new subdivisions to enhance the quality of life of Pittsburgh residents. Closely follow the guidelines set forth in the adopted Green Building Development Review Design Guidelines and ensure that the City's Climate Action Plan includes neighborhood, site, and building design to maximize energy efficiency and smart growth principles and an incentive process to comply with the adopted Green Building Development Review Design Guidelines (see also Program 2.6.B).	2015-2020	Implemented on a case-by-case basis as development projects are proposed.
Eliminating Discrimination			
Goal 3. Eliminate housing discrimination.			
13-P-3.1	Promote fair housing opportunities for all people.		
13-P-3.1.A	Prohibit housing discrimination on the basis of age,	Ongoing.	The City is subject to and enforces state and federal fair housing laws.

Program	Objective	Timeframe	Status of Program Implementation
	race, ethnic or national origin, physical or psychological special need, religion, sex, sexual orientation, familial status, or source of income in all projects which receive local public funds.		In addition, all agreements signed by the City contain a non-discrimination clause stating that there shall be no discrimination with regard to the rental or sale of units and no preference shall be given to any particular class or group of people except to the extent that the affordable units are provided to households that meet the minimum income requirements.
13-P-3.1.B	Amend the Zoning Ordinance to include a definition of employee housing as defined in Health and Safety Code Section 17021.5 and 17008 and to allow such housing for six or fewer residents in residential districts subject only to restrictions applicable to other residential uses of the same type in the same zone.	2015-2017	This program is not yet completed.
13-P-3.1.C	Continue to address impediments to fair housing choice identified in the Contra Costa Consortium's Analysis of impediments to Fair Housing Choice.	Adhere to the time frame established in the Analysis of Impediments to Fair Housing Choice	Currently, Pittsburg Housing Authority staff provides individual counseling on eligibility requirements, credit issues, and pre- and post-homeownership counseling. This program will continue to be implemented on an ongoing basis depending on the availability of funding.
13-P-3.1.D	Continue to fund tenant-landlord counseling services to help resolve problems and conflicts that occur in tenant/landlord relationships. Publicize the availability of these public resources through the City's website, and through the display and dissemination of written materials (in both English and Spanish) at City Hall and the Pittsburg Library.	Annually	Currently, Pittsburg Housing Authority staff provides individual counseling on eligibility requirements, credit issues, and pre- and post-homeownership counseling. This program will continue to be implemented on an ongoing basis depending on the availability of funding.
13-P-3.1.E	Give preference to persons who live and/or work within the City of Pittsburg in the purchase or rental of local price restricted housing units constructed and/or acquired with local affordable housing funds.	Ongoing	A local resident and employee preference policy was implemented for all participants in the First Time Homebuyer Program prior to its dissolution; however, there is no local preference policy for potential occupants of inclusionary housing units.

Program	Objective	Timeframe	Status of Program Implementation
13-P-3.1.F	Continue to refer families to Pacific Community Services (PCS) for fair housing issues or complaints. Provide posters with fair housing referral information in the lobby area of the Housing Authority office and add information to the Housing Authority's website.	Ongoing	Currently, Pittsburgh Housing Authority staff refers fair housing issues to PCS. Fair housing information, including complaint forms and City contact information is available online. The Housing Authority Website will continue to be updated throughout the coming year. This program will continue to be implemented on an ongoing basis depending on the availability of funding.
Housing Stock Preservation			
Goal 4. Improve and preserve the existing housing stock including affordable housing units, where feasible and appropriate.			
13-P-4.1	Support the conservation and rehabilitation of existing for-sale housing stock (including mobile homes) through a balanced program of code enforcement and property improvements.		
13-P-4.1.A	Continue to investigate complaints and take appropriate action involving Building and Housing Code violations in single-family and multi-family rental housing.	Ongoing	The Building Division administers the City's Residential Rental Inspection Program which was established on February 6, 2006, with the adoption of Ordinance No. 06-1259. The Rental Inspection Program involves the identification and registration of rental properties in the City, the physical inspection of properties, and the issuance of correction notices and citations in order to gain compliance. Approximately 2,500 properties are enrolled in the program. In addition, the Building Division actively investigates citizen complaints regarding Municipal Code violations. This is accomplished through inspection, notification, communication, and the issuance of citations. The Building Division is also a key member of the City's Code Enforcement Team. The team includes staff from the Police Department, Engineering and Planning Divisions, the City Manager's office, and the City Attorney's office. This group systematically addresses the more egregious Municipal Code violations in addition to establishing a proactive response to citizens' concerns. During the 2017-2018 fiscal year, \$150,000 in CDBG funds were allocated to Code Enforcement activities to investigate complaints and take appropriate action involving residential code violations.
13-P-4.1.B	Continue to offer housing rehabilitation loans to owners of single-family and multi-family residences.	Ongoing	During the 2017-2018 fiscal year, \$100,000 of CDBG and \$100,000 of Housing Successor funds were allocated for the housing rehabilitation program to sustain the existing housing stock, much of which is

Program	Objective	Timeframe	Status of Program Implementation
			occupied by low-income residents. During the 2016-2017 fiscal year, \$76,689 was expended under the Housing Rehabilitation program and assisted 4 Pittsburgh residents with the renovation of their homes.
13-P-4.1.C	Provide assistance to households undertaking the foreclosure process through education, legal assistance, and/or counseling services. Utilize funds and/or other resources made available through CDBG and other sources. Institute a local preference policy for residents and those who work and/or study in Pittsburgh when administering the program.	Ongoing; utilize funds annually or as funds become available; institute a local preference policy by 2017	Currently, Pittsburgh Housing Authority staff provides counseling on eligibility requirements, credit issues, and pre- and post-homeownership on an individual basis. Though no activities were funded by CDBG during the Program Year, the Successor Agency for the Redevelopment Agency of the City of Pittsburgh, partnered up with Pacific Community Services Inc. (PCSI), a non-profit organization that assists troubled homeowners at no charge. PCSI services include confidential counseling to families who are in danger of losing their homes through foreclosure. The counseling consists of a personal interview and the development of a case management plan. Local preference policy has not yet been implemented.
13-P-4.2	Utilize public funds to preserve rent restricted units at risk of conversion to market rate and conserve and rehabilitate the existing supply of housing affordable and made available to extremely low, very low, low and/or moderate-income households, when and where appropriate.		
13-P-4.2.A	Set aside 20 to 40% of the City's annual Community Development Block Grant (CDBG) funds for housing programs, including but not limited to rehabilitation programs that remediate lead paint, eliminate building code violations, and result in more energy efficient homes.	Annually	During the 2016-2017 fiscal year, \$76,689 was expended under the Housing Rehabilitation program and assisted 4 Pittsburgh residents with the renovation of their homes. During the 2017-2018 fiscal year \$100,000 of CDBG funds were allocated for the housing rehabilitation program to sustain the existing housing stock, much of which is occupied by low-income residents.
13-P-4.2.B	Monitor rent-restricted units at-risk of conversion to market rate and meet with property owners to explore possible options/incentives to retain the units in the affordable housing stock. Facilitate preservation of at-risk units through cooperative partnerships with non-profit housing provider(s), when feasible and appropriate. This includes	Start two years before expiration date for each development	The Successor Agency to the City of Pittsburgh (former Redevelopment Agency) is responsible for the ongoing monitoring of units that are at risk of conversion to market rate. Redevelopment staff maintains lists of all deed-restricted housing units and monitors the status of the units. Units at risk of conversion would be eligible for rehabilitation grants and loans in exchange for maintaining deed restrictions on the units.

Program	Objective	Timeframe	Status of Program Implementation
	monitoring the planned renewal of Section 8 Certificates for Lido Square and East Santa Fe Apartments, facilitating the renewal process when needed, and utilizing public funds, if available, to purchase covenants in and/or substantially rehabilitate the units for continued restriction of their affordability. Support developer and nonprofit applications for other state and federal funds available to them for the preservation of units at risk of conversion and for the rehabilitation of the existing housing stock. Notice tenants of at-risk units about available resources.		Affordable units at risk of converting for the 2015-2023 Housing Element reporting period include: Lido Square Townhomes, East Santa Fe Avenue Apartments, and the Woods Manor Apartments.
13-P-4.2.C	Evaluate and monitor resale restrictions for new inclusionary units to determine if the market rate price is higher than the inclusionary unit price. Should the market price be lower or at the inclusionary home price, consider foregoing resale restrictions on a case-by-case basis.	Ongoing on case-by-case basis	Implemented on a case-by-case basis as restricted units become available for sale.
Neighborhood Design Quality			
Goal 5. Enhance the visual quality of Pittsburg's residential neighborhoods.			
13-P-5.1	Enhance the quality and variety of new home designs and home additions to ensure an attractive living environment.		
13-P-5.1.A	Conduct a comprehensive update of the Development Review Design Guidelines to require a high quality of design for new and existing residential development. Ensure that the guidelines require that a certain percentage of new homes	2017-2020	This program to further update the DRDG has not yet been implemented. On November 9, 2010, the Planning Commission adopted Resolution No. 9864, amending the Development Review Design Guidelines to

Program	Objective	Timeframe	Status of Program Implementation
	within new subdivisions be limited to one story in height and/or regulate second-story elements to provide increased variety in building planes on all building elevations.		include "Green Building Design Guidelines." Existing residential development and subdivision guidelines were amended to eliminate policies deemed inconsistent with environmental and pedestrian-friendly principles.
13-P-5-2	Enhance the built environment through citywide landscaping efforts including the installation of street trees that will grow to create a street tree canopy along roadways and sidewalks.		
13-P-5.2.A	Publicize the existing street tree program in neighborhoods where street trees are scarce. Expand the program as funds become available.	Ongoing	This program has not been implemented.
13-P-5.2.B	Adopt a Tree Preservation Ordinance is to promote the health, safety, welfare, and quality of life of the residents of the City through the protection of specified trees located on private property within the City, and the establishment of standards for removal, maintenance, and planting of trees.	2015-2016	Implemented. In 2015, the City Council adopted Ordinance No. 15-1390, establishing a citywide tree preservation ordinance.

Attachment 3
Regional Fair Share Housing Allocation – Status (as of January 1, 2018)
Reporting Period 2015-2023

	No. Approved Housing Units				
	Very Low Income*	Low Income*	Moderate Income	Above-Mod. Income	Total
Approved Housing Entitlements					
The Reserve at Woodland Hills	-	-	18	-	18
San Marco Villas II Extension (Village B)	-	-	132	-	132
Stoneman Apartments	23	207	-	-	230
Greystone Place (single-family)	-	4	-	38	42
Waterstone (formerly Belle Harbor)	-	8	-	82	90
Burlessas Mixed Use	-	-	8	-	8
Esperanza at San Marco	-	-	318	-	318
Positano at San Marco	-	-	-	176	176
East Santa Fe Triplex	-	-	3	-	3
Purchased Covenants for Very Low Income Units in Existing Developments					
(none)	-	-	-	-	-
Subtotal					
Subtotal	23	219	479	296	1,017
Regional Housing Need Allocation (RHNA) 2015-2023	392	254	316	1,063	2,025
Net Housing Need, 2015-2023	369	35	0 (163 surplus)	767	1,008

* Indicates deed restricted units or units with required affordability covenants.

BEFORE THE PLANNING COMMISSION OF THE CITY OF PITTSBURG

In the Matter of:

Resolution Accepting the General Plan Annual	)	
Progress Report for Calendar Year 2017 and	)	
Authorizing Submittal of the Report to the City	)	Resolution No. 10087
Council, State Office of Planning and	)	
Research, State Department of Housing and	)	
Community Development, and Contra Costa	)	
Transportation Authority	)	

The Planning Commission DOES RESOLVE as follows:

Section 1. Background

- A. The Pittsburg General Plan 2020 is a state-mandated and comprehensive planning document intended to guide Pittsburg's long-term physical growth and development. It articulates a shared community vision of the City's future and sets forth broad goals and policies relative to important topics including, but not limited to, land use, economic development, housing, transportation, public safety, and open space. The last comprehensive update of Pittsburg's General Plan was completed in 2001. Most recently, the City Council adopted Resolution No. 15-13033 approving the General Plan Housing Element Update for the 2015-2023 planning period.
- B. Under California Government Code Section 65400, the City is required to prepare a General Plan Annual Progress Report (APR) for submittal to the City Council, Governor's Office of Planning and Research (OPR), and State Housing and Community Development Department (HCD) by April 1st of each year. The purpose of the APR is to provide the City Council, OPR, and HCD with a progress report on the General Plan's implementation status. The APR is also meant to provide the City Council with an opportunity to identify any General Plan modifications that may be necessary to improve its implementation and effectiveness.
- C. The General Plan APR is exempt from the requirements of the California Environmental Quality Act (CEQA) under the general rule of the State CEQA Guidelines, section 15061, in that there is no possibility that the APR may have a significant negative physical impact on the environment.
- D. On February 13, 2018, the Planning Commission held a meeting during which the General Plan APR for Calendar Year 2017 and oral and/or written testimony was considered.

Section 2. Findings

Based on the Planning Commission Staff Report entitled, "General Plan Annual Progress Report for Calendar Year 2017," dated February 13, 2018, and based on all the information contained in the Planning Division files on the project, adopted and incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the meeting, the Planning Commission finds that:

- A. All recitals above are true and correct and incorporated herein by reference.
- B. The General Plan Annual Progress Report for Calendar Year 2017 appropriately and accurately summarizes the City's progress to date in implementing the action policies in its General Plan.

Section 3. Decision

Based on the findings set forth above, the Planning Commission hereby accepts the General Plan APR for Calendar Year 2017, attached to this resolution as Exhibit A, and authorizes staff to submit the report to the City Council, OPR, HCD, and the Contra Costa Transportation Authority.

Section 4. Effective Date

This resolution shall take effect immediately upon its adoption.

On motion by Commissioner Coniglio, seconded by Commissioner Foster, the foregoing resolution was passed and adopted the 13th day of February, 2018, by the Planning Commission of the City of Pittsburg, California by the following vote:

AYES: Coniglio, Croskey, Foster, Gargalikis, Ward

NAYES: None

ABSTAIN: None

ABSENT: Robinson

I hereby certify that the above Resolution No. 10087 was adopted by the Planning Commission of the City of Pittsburg on February 13, 2017.



KRISTIN POLLOT, SECRETARY
PITTSBURG PLANNING COMMISSION



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

DATE: 2/22/2018
TO: Mayor and Council Members
FROM: Joe Sbranti, City Manager
SUBJECT: Adoption of a City Resolution to Support California Proposition 68
Relative to the California Clean Water and Safe Parks Act
MEETING DATE: 3/5/2018

EXECUTIVE SUMMARY

The California League of Cities is seeking support by resolution for California Proposition 68 relative to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act 2018.

FISCAL IMPACT

None from this action.

RECOMMENDATION

City Council approve the attached resolution authorizing its support of California Proposition 68 and authorize the City Manager to carry out any additional tasks required pursuant to the Resolution.

BACKGROUND

The State of California is facing frequent and severe droughts, wildfires, the impacts of climate change, and a lack of support from the federal government to protect our water and natural areas. Now more than ever, California must take responsibility to protect our own unique natural resources and ensure every Californian has access to clean drinking water and safe places for kids to play.

Proposition 68, the Clean Water and Safe Parks Act is a general obligation bond that invests \$4 billion in the coming years to address some of California's most important water, park, and natural resource needs. The state legislature passed the California Clean Water & Parks Act (SB5) with bipartisan support, and it will appear on the June statewide ballot.

Proposition 68 will help keep toxic pollutants out of our water supplies, clean up groundwater, and protect land around the rivers, lakes, and streams that are the sources of our drinking water.

Proposition 68 will help California deal with droughts and wildfires that could become more frequent and severe with climate change. It takes a smart, efficient approach to ensure clean, safe drinking water - capturing and recycling more water locally and making local water systems more effective with proven cost-saving solutions.

Today, there are underserved communities in California where families cannot turn on the tap and get safe water to drink. And many communities lack parks and safe places for kids to play and grow. Prop 68 addresses these inequities by cleaning up contaminated local water supplies and making important investments in neighborhood parks in underserved areas.

SUBCOMMITTEE FINDINGS

Not Applicable.

STAFF ANALYSIS

Proposition 68, formerly SB 5 - the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 is set for the June ballot. The California League of Cities advocated in support of the 2017 SB 5 (De Leon) to put this \$4 billion bond on the ballot and is now part of the Yes on 68 coalition. If the voters approve Proposition 68, local governments would receive funding for local park improvements and will be eligible for grants to fund water, local parks, coastal and climate resiliency projects.

ATTACHMENTS: Resolution
Fact Sheet of Prop. 68 Priorities
Breakdown of Prop. 68 Funding
Prop. 68 Per Capita Allocation by City

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

THE CALIFORNIA CLEAN WATER & SAFE PARKS ACT

PROTECTING WHAT MATTERS.
PREPARING FOR THE FUTURE.



Ensuring Clean Drinking Water

- + Cleans up and protects our drinking water supplies
- + Protects streams and rivers that provide drinking water from pollution



Safe Parks for Every Child

- + Improves the safety of neighborhood parks throughout California
- + Helps ensure every California community has access to quality parks



Preparing for the Next Drought

- + Smart, proven, efficient solutions to secure future water supplies
- + Restores groundwater, which was severely drained in the last drought



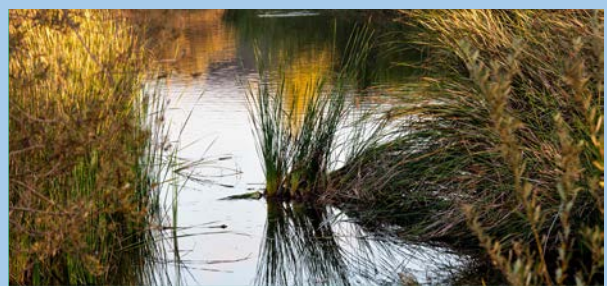
Protecting Our Coastline and Natural Areas

- + Increases access to our coast and beaches
- + Restores and protects our natural areas and implements wildfire protection measures



Helping Communities That Lack Clean Water

- + Keeps toxic pollution out of our drinking water
- + Provides safe drinking water to communities with contaminated water



Increasing Local Water Supplies

- + Cleans up groundwater and funds water recycling projects
- + Captures more stormwater and prevents flooding

THE CALIFORNIA CLEAN WATER & SAFE PARKS ACT Investment Priorities

ENSURING CLEAN DRINKING WATER

- + \$250 million for clean drinking water and drought preparedness
- + \$80 million for groundwater cleanup
- + \$290 million for regional water sustainability, including \$50 million for groundwater sustainability planning
- + \$100 million to enhance water supplies by recycling water and helping farms conserve water

PROTECTING LOCAL COMMUNITIES FROM FLOOD

- + \$550 million for flood protection and repair, including \$350 million for flood protection, \$100 million for stormwater, mudslide, and other flood-related protections, and \$100 million for urban multibenefit flood projects

PROTECTING CALIFORNIA'S RIVERS, LAKES AND STREAMS

- + \$162 million for river parkways and urban streams restoration
- + \$30 million to connect habitat areas, including \$10 million for the California Waterfowl Habitat Program
- + \$25 million to restore rivers and streams in support of fisheries and wildlife, including \$5 million for salmon and steelhead projects in Klamath-Trinity watershed
- + \$60 million to improve wildlife and fish passage, including \$30 million for Southern California steelhead habitat
- + \$60 million for upper watersheds protection in the Sierra Nevada and Cascades
- + \$30 million to improve conditions for fish and wildlife in streams

PROTECTING COAST, BEACHES, BAYS, AND OCEANS

- + \$175 million for coastal and ocean resource protection of beaches, bays, wetlands, lagoons, and coastal watersheds and wildlife areas
- + \$40 million to assist coastal communities in adapting to climate change
- + \$20 million for San Francisco Bay restoration

SAFE PARKS FOR EVERY CHILD

- + \$725 million for parks in neighborhoods with the greatest need
- + \$285 million to cities, counties, and local park and open space districts to make local parks safer and improve facilities
- + \$218 million to repair and improve state parks

IMPROVING RESILIENCE TO CLIMATE CHANGE

- + \$30 million for innovative farm practices that improve climate resilience
- + \$50 million for forest restoration, fire protection and management for wildfire and climate change
- + \$40 million to restore natural and community resources, including conversion of fossil fuel power plants to green space
- + \$20 million for green infrastructure projects that benefit disadvantaged communities

CONSERVING AND PROTECTING NATURAL AREAS

- + \$160 million to state conservancies, including \$87 million for rivers, lakes and streams, and \$73 million for open green space
- + \$200 million to restore the Salton Sea and prevent toxic air pollution
- + \$137 million to the Wildlife Conservation Board, including \$5 million for regional conservation investment strategies, \$52 million for Natural Community Conservation Plan projects, and up to \$10 million to the UC Natural Reserve System
- + \$200 million to implement habitat restoration
- + \$50 million to repair and improve state fish and wildlife areas

PROMOTING RECREATION AND TOURISM AND SUPPORTING CONSERVATION JOBS

- + \$25 million in grants for rural recreation, tourism and economic enrichment programs
- + \$30 million to improve access to parks, waterways, natural areas, and outdoor recreation areas, including expanding outdoor experiences for disadvantaged youth
- + \$40 million for state and local conservation corps for restoration projects and equipment
- + \$18 million for wildlife and land conservation



Paid for by Californians for Clean Water and Safe Parks, sponsored by Conservation Groups. Committee major funding from
The Nature Conservancy

Conservation Action Fund for clean water and parks, sponsored by environmental organizations
Committee for Clean Water Natural Resources and Parks

**SB 5 (de Leon) California Drought, Water, Parks, Climate, Coastal Protection, and
Outdoor Access For All Act of 2018
Chapter 852, Statutes of 2017 (Urgency)**

SB 5 (De Leon) places a \$4 billion bond on the June 2018 statewide ballot for parks, water, and climate and environmental programs. If the voters approve SB 5, local governments will receive funding for local park improvements and will be eligible for numerous grants to fund water, local parks, coastal and climate resiliency projects. The following is breakdown of funding in bond:

Parks Funding (Total \$1.283 billion)

- \$725 million for competitive grants for safe neighborhood parks
- \$200 million for per capita grants to cities, counties, and parks districts for local park improvement and rehabilitation
- \$15 million for competitive grants to urbanized counties
- \$30 million for competitive grants for state park facilities in regional parks districts
- \$40 million for per capita grants to local agencies that obtained voter approval for revenue measures between November 1, 2012 and November 30, 2016
- \$218 million for restoration of existing state park facilities, including \$5 million for urgent needs of local agencies that operate a unit of the state park system
- \$30 million for competitive grants for non-motorized infrastructure development
- \$25 million for competitive grants through the Roberti-Z'berg-Harris (RZH) Urban Open Space and Recreation Program

Water Funding (Total \$1.19 billion)

- \$250 million for competitive grants for clean drinking water programs
- \$550 million for flood protection and repair, including \$100 million for stormwater, mudslide and flash-flood-related protections and \$100 million for multibenefit flood management projects and storm water capture in urbanized areas
- \$290 million for competitive grants and loans for drought and groundwater regional sustainability
- \$100 million for grants or loans for water recycling programs

Climate and Environmental Programs Funding (Total \$1.547 billion)

- \$443 million for competitive grants for climate adaptation and resiliency programs
- \$162 million for the California River Parkways Program for grants to enhance urban creeks
- \$567 million for state conservancies and the Wildlife Conservation Board
- \$200 million for Salton Sea restoration activities and habitat
- \$175 million for coastal and ocean protection resources, including \$30 million for grants for lower cost coastal accommodations

Parks Bond- Local Agency Per Capita Allocations

	<i>estimated</i>	Cities, Local Park Districts
	<u>Population</u> <u>1-Jan-17</u>	<u>\$120,000,000</u> <u>\$200,000 minimum</u>
ALAMEDA County	1,645,359	
ALAMEDA	79,928	\$200,000
ALBANY	18,988	\$200,000
BERKELEY	121,238	\$200,000
DUBLIN	59,686	\$200,000
EMERYVILLE	11,854	\$200,000
FREMONT	231,664	\$200,000
HAYWARD (by rpd)		
LIVERMORE (by rpd)		
NEWARK	45,422	\$200,000
OAKLAND	426,074	\$278,808
PIEDMONT	11,283	\$200,000
PLEASANTON	75,916	\$200,000
SAN LEANDRO	88,274	\$200,000
UNION CITY	73,452	\$200,000
HAYWARD AREA R.P.D.	273,636	\$200,000
LIVERMORE AREA R.P.D.	49,545	\$200,000
ALPINE County	1,151	
AMADOR County	38,382	
AMADOR	193	\$200,000
IONE	7,772	\$200,000
JACKSON	4,838	\$200,000
PLYMOUTH	1,009	\$200,000
SUTTER CREEK	2,582	\$200,000
BUTTE County	226,404	
BIGGS	1,905	\$200,000
CHICO (split w/rpd)	55,431	\$200,000
GRIDLEY	6,704	\$200,000
OROVILLE (by rpd)		
PARADISE (by rpd)		
CHICO AREA R.P.D.	35,120	\$200,000
DURHAM R.P.D.	6,935	\$200,000
FEATHER RIVER R.P.D.	56,229	\$200,000
PARADISE R.P.D.	42,922	\$200,000
CALAVERAS County	45,168	
ANGELS CAMP	4,020	\$200,000
SAN ANDREAS R.P.D.	2,783	\$200,000
COLUSA County	22,043	
COLUSA	6,340	\$200,000
WILLIAMS	5,431	\$200,000
ARBUCKLE R.P.D.	2,639	\$200,000
MAXWELL R.P.D.	1,015	\$200,000
STONYFORD R.P.D.	134	\$200,000

Note: In some instances, some or all city residents are served by a local parks district for parks services. In these cases, funding would be directed to those districts rather than the city. 5 Sept 2017

Parks Bond- Local Agency Per Capita Allocations

	<i>estimated</i>	Cities, Local Park Districts
	<u>Population</u> <u>1-Jan-17</u>	<u>\$120,000,000</u> <u>\$200,000 minimum</u>
CONTRA COSTA County	1,139,513	
ANTIOCH	114,241	\$200,000
BRENTWOOD	61,055	\$200,000
CLAYTON	11,284	\$200,000
CONCORD	128,370	\$200,000
DANVILLE	43,355	\$200,000
EL CERRITO	24,600	\$200,000
HERCULES	25,675	\$200,000
LAFAYETTE	25,199	\$200,000
MARTINEZ	37,658	\$200,000
MORAGA	16,676	\$200,000
OAKLEY	41,199	\$200,000
ORINDA	18,935	\$200,000
PINOLE	18,975	\$200,000
PITTSBURG	69,818	\$200,000
PLEASANT HILL (by rpd)		
RICHMOND	111,785	\$200,000
SAN PABLO	31,053	\$200,000
SAN RAMON	80,550	\$200,000
WALNUT CREEK	70,974	\$200,000
AMBROSE R.P.D.	19,011	\$200,000
PLEASANT HILL R.P.D.	39,825	\$200,000
KENSINGTON C.S.D.	5,940	\$200,000
DEL NORTE County	27,124	
CRESCENT CITY	6,389	\$200,000
EL DORADO County	185,062	
PLACERVILLE	10,743	\$200,000
SOUTH LAKE TAHOE	21,024	\$200,000
CAMERON PARK C.S.D.	16,331	\$200,000
EL DORADO HILLS C.S.D.	36,910	\$200,000
GEORGETOWN DIVIDE R.D.	13,400	\$200,000
TAHOE PARADISE R.I.D.	2,500	\$200,000
FRESNO County	995,975	
CLOVIS	110,762	\$200,000
COALINGA (by rpd)		
FIREBAUGH	8,202	\$200,000
FOWLER	6,091	\$200,000
FRESNO	525,832	\$344,086
HURON (by rpd)		
KERMAN	14,614	\$200,000
KINGSBURG	12,338	\$200,000
MENDOTA	11,828	\$200,000
ORANGE COVE	9,369	\$200,000
PARLIER	15,500	\$200,000
REEDLEY	26,152	\$200,000
SANGER	26,412	\$200,000

Note: In some instances, some or all city residents are served by a local parks district for parks services. In these cases, funding would be directed to those districts rather than the city. 5 Sept 2017

Parks Bond- Local Agency Per Capita Allocations

	<i>estimated</i>	Cities, Local Park Districts
	<u>Population</u> <u>1-Jan-17</u>	<u>\$120,000,000</u> <u>\$200,000 minimum</u>
SAN JOAQUIN	4,070	\$200,000
SELMA	25,156	\$200,000
CALWA R.P.D.	10,005	\$200,000
MALAGA Co. WATER DISTRICT	1,446	\$200,000
COALINGA HURON R.P.D.	27,000	\$200,000
GLENN County	28,731	
ORLAND	7,812	\$200,000
WILLOWS	6,187	\$200,000
HUMBOLDT County	136,953	
ARCATA	18,374	\$200,000
BLUE LAKE	1,295	\$200,000
EUREKA	27,120	\$200,000
FERNDALE	1,445	\$200,000
FORTUNA	11,989	\$200,000
RIO DELL	3,447	\$200,000
TRINIDAD	369	\$200,000
MANILA C.S.D.	1,440	\$200,000
MCKINLEYVILLE C.S.D.	15,000	\$200,000
NORTH HUMBOLDT R.P.D.	21,523	\$200,000
RESORT IMPRV DISTRICT #1	1,458	\$200,000
ROHNER COMMUNITY P.R.D.	13,806	\$200,000
WILLOW CREEK C.S.D.	1,800	\$200,000
IMPERIAL County	188,334	
BRAWLEY	26,928	\$200,000
CALEXICO	40,921	\$200,000
CALIPATRIA	7,555	\$200,000
EL CENTRO	45,628	\$200,000
HOLTVILLE	6,255	\$200,000
IMPERIAL	18,658	\$200,000
WESTMORLAND	2,302	\$200,000
SALTON C.S.D.	3,763	\$200,000
INYO County	18,619	
BISHOP	3,954	\$200,000
KERN County	895,112	
ARVIN (by rpd)		
BAKERSFIELD	362,355	\$237,113
CALIFORNIA CITY	14,248	\$200,000
DELANO	53,152	\$200,000
MARICOPA	1,140	\$200,000
MCFARLAND (by rpd)		
RIDGECREST	28,349	\$200,000
SHAFTER (by rpd)		
TAFT (by rpd)		
TEHACHAPI (by rpd)		
WASCO (by rpd)		
BEAR MOUNTAIN R.P.D. (incl City of Ar	21,157	\$200,000

Note: In some instances, some or all city residents are served by a local parks district for parks services. In these cases, funding would be directed to those districts rather than the city. 5 Sept 2017

Parks Bond- Local Agency Per Capita Allocations

<i>estimated</i>	<i>Population</i>	<i>Cities,</i>
	<i>1-Jan-17</i>	<i>Local Park Districts</i>
		<i>\$120,000,000</i>
		<i>\$200,000 minimum</i>
BUTTONWILLOW R.P.D.	379	\$200,000
McFARLAND R.P.D. (incl City of McFarla	14,919	\$200,000
NORTH BAKERSFIELD R.P.D. (incl some	83,410	\$200,000
SHAFTER R.P.D. (incl City of Shafter)	18,868	\$200,000
TEHACHAPI R.P.D. (incl City of Tehachapi	12,280	\$200,000
WASCO R.P.D. (incl City of Wasco)	26,980	\$200,000
WESTSIDE R.P.D. (incl City of Taff)	9,492	\$200,000
KINGS County	149,537	
AVENAL	12,491	\$200,000
CORCORAN	21,786	\$200,000
HANFORD	55,645	\$200,000
LEMOORE	26,369	\$200,000
LAKE County	64,945	
CLEARLAKE	15,531	\$200,000
LAKEPORT	4,786	\$200,000
LASSEN County	30,918	
SUSANVILLE	15,046	\$200,000
BIG VALLEY R.D.	390	\$200,000
LOS ANGELES County	10,241,278	
AGOURA HILLS	21,018	\$200,000
ALHAMBRA	86,922	\$200,000
ARCADIA	57,374	\$200,000
ARTESIA	16,816	\$200,000
AVALON	3,718	\$200,000
AZUSA	49,762	\$200,000
BALDWIN PARK	75,537	\$200,000
BELL	36,408	\$200,000
BELLFLOWER	76,657	\$200,000
BELL GARDENS	42,824	\$200,000
BEVERLY HILLS	34,646	\$200,000
BRADBURY	1,107	\$200,000
BURBANK	105,033	\$200,000
CALABASAS	24,202	\$200,000
CARSON	93,674	\$200,000
CERRITOS	50,039	\$200,000
CLAREMONT	36,225	\$200,000
COMMERCE	13,064	\$200,000
COMPTON	100,050	\$200,000
COVINA	49,011	\$200,000
CUDAHY	24,411	\$200,000
CULVER CITY	40,103	\$200,000
DIAMOND BAR	57,066	\$200,000
DOWNEY	113,832	\$200,000
DUARTE	22,033	\$200,000
EL MONTE	114,268	\$200,000
EL SEGUNDO	16,717	\$200,000

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Parks Bond- Local Agency Per Capita Allocations

	<i>estimated</i>	Cities, Local Park Districts
	<u>Population</u> <u>1-Jan-17</u>	<u>\$120,000,000</u> <u>\$200,000 minimum</u>
GARDENA	60,721	\$200,000
GLENDALE	201,748	\$200,000
GLENDORA	52,608	\$200,000
HAWAIIAN GARDENS	14,753	\$200,000
HAWTHORNE	87,662	\$200,000
HERMOSA BEACH	19,616	\$200,000
HIDDEN HILLS	1,885	\$200,000
HUNTINGTON PARK	59,383	\$200,000
INDUSTRY	440	\$200,000
INGLEWOOD	114,900	\$200,000
IRVINDALE	1,423	\$200,000
LA CANADA FLINTRIDGE	20,497	\$200,000
LA HABRA HEIGHTS	5,463	\$200,000
LAKEWOOD	79,272	\$200,000
LA MIRADA	49,434	\$200,000
LANCASTER	157,820	\$200,000
LA PUENTE	40,455	\$200,000
LA VERNE	33,174	\$200,000
LAWNDALE	33,365	\$200,000
LOMITA	20,403	\$200,000
LONG BEACH	480,173	\$314,209
LOS ANGELES	4,041,707	\$2,644,754
LYNWOOD	71,997	\$200,000
MALIBU	12,742	\$200,000
MANHATTAN BEACH	35,488	\$200,000
MAYWOOD	28,016	\$200,000
MONROVIA	38,514	\$200,000
MONTEBELLO	63,917	\$200,000
MONTEREY PARK	61,606	\$200,000
NORWALK	105,526	\$200,000
PALMDALE	158,605	\$200,000
PALOS VERDES ESTATES	13,663	\$200,000
PARAMOUNT	55,923	\$200,000
PASADENA	143,333	\$200,000
PICO RIVERA	64,046	\$200,000
POMONA	155,306	\$200,000
RANCHO PALOS VERDES (part by rpd)	41,959	\$200,000
REDONDO BEACH	68,907	\$200,000
ROLLING HILLS	1,922	\$200,000
ROLLING HILLS ESTATES	8,059	\$200,000
ROSEMEAD	54,984	\$200,000
SAN DIMAS	34,231	\$200,000
SAN FERNANDO	24,486	\$200,000
SAN GABRIEL	41,020	\$200,000
SAN MARINO	13,467	\$200,000
SANTA CLARITA	216,350	\$200,000
SANTA FE SPRINGS	18,291	\$200,000

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Parks Bond- Local Agency Per Capita Allocations

	<i>estimated</i>	Cities, Local Park Districts
	<u>Population</u> <u>1-Jan-17</u>	<u>\$120,000,000</u> <u>\$200,000 minimum</u>
SANTA MONICA	93,834	\$200,000
SIERRA MADRE	11,010	\$200,000
SIGNAL HILL	11,609	\$200,000
SOUTH EL MONTE	20,862	\$200,000
SOUTH GATE	98,633	\$200,000
SOUTH PASADENA	25,992	\$200,000
TEMPLE CITY	36,389	\$200,000
TORRANCE	147,101	\$200,000
VERNON	209	\$200,000
WALNUT	30,134	\$200,000
WEST COVINA	107,813	\$200,000
WEST HOLLYWOOD	35,882	\$200,000
WESTLAKE VILLAGE	8,370	\$200,000
WHITTIER	87,708	\$200,000
WESTFIELD R.P.D.	800	\$200,000
MIRALESTE R.P.D.	925	\$200,000
MADERA County	156,492	
CHOWCHILLA	18,840	\$200,000
MADERA	66,082	\$200,000
MARIN County	263,604	
BELVEDERE	2,172	\$200,000
CORTE MADERA	9,486	\$200,000
FAIRFAX	7,571	\$200,000
LARKSPUR	12,572	\$200,000
MILL VALLEY	14,910	\$200,000
NOVATO	54,522	\$200,000
ROSS	2,543	\$200,000
SAN ANSELMO	12,937	\$200,000
SAN RAFAEL	60,842	\$200,000
SAUSALITO	7,327	\$200,000
TIBURON	9,508	\$200,000
MARIN CITY C.S.D.	2,962	\$200,000
MARINWOOD C.S.D.	4,800	\$200,000
STRAWBERRY R.D.	5,393	\$200,000
TAMALPAIS C.S.D.	7,000	\$200,000
MARIPOSA County	18,148	
MENDOCINO County	89,134	
FORT BRAGG	7,772	\$200,000
POINT ARENA	452	\$200,000
UKIAH	16,314	\$200,000
WILLITS	4,928	\$200,000
BROOKTRAILS C.S.D.	3,311	\$200,000
MENDOCINO COAST R.P.D.		\$200,000

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Parks Bond- Local Agency Per Capita Allocations

estimated

Population
1-Jan-17

Cities,
Local Park Districts
\$120,000,000

\$200,000 minimum

MERCED County	274,665	
ATWATER	30,406	\$200,000
DOS PALOS	5,391	\$200,000
GUSTINE	5,886	\$200,000
LIVINGSTON	13,947	\$200,000
LOS BANOS	39,993	\$200,000
MERCED	84,464	\$200,000
MODOC County	9,580	
ALTURAS	2,660	\$200,000
MONO County	13,713	
MAMMOTH LAKES	8,002	\$200,000
MONTEREY County	442,365	
CARMEL-BY-THE-SEA	3,842	\$200,000
DEL REY OAKS	1,681	\$200,000
GONZALES	8,549	\$200,000
GREENFIELD (part by rpd)	1,566	\$200,000
KING CITY	14,480	\$200,000
MARINA	21,528	\$200,000
MONTEREY	28,828	\$200,000
PACIFIC GROVE	15,498	\$200,000
SALINAS	162,470	\$200,000
SAND CITY	384	\$200,000
SEASIDE	34,165	\$200,000
SOLEDAD (part by rpd)	10,265	\$200,000
CARMEL VALLEY R.P.D.	4,500	\$200,000
GREENFIELD PUBLIC R.D.	17,400	\$200,000
NORTH COUNTY R.D.	13,000	\$200,000
SOLEDAD MISSION R.P.D.	16,800	\$200,000
NAPA County	142,408	
AMERICAN CANYON	20,570	\$200,000
CALISTOGA	5,238	\$200,000
NAPA	80,628	\$200,000
SAINT HELENA	6,033	\$200,000
YOUNTVILLE	2,935	\$200,000
NEVADA County	98,828	
GRASS VALLEY	12,859	\$200,000
NEVADA CITY	3,208	\$200,000
TRUCKEE (by rpd)		
BEAR RIVER R.P.D.	30,176	\$200,000
TRUCKEE-DONNER R.D.	19,411	\$200,000
WESTERN GATEWAY R.D.	15,724	\$200,000

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Parks Bond- Local Agency Per Capita Allocations

estimated

Population
1-Jan-17

Cities,
Local Park Districts
\$120,000,000

\$200,000 minimum

ORANGE County	3,194,024	
ALISO VIEJO	50,312	\$200,000
ANAHEIM	358,546	\$234,620
BREA	44,214	\$200,000
BUENA PARK	83,884	\$200,000
COSTA MESA	114,044	\$200,000
CYPRESS (by rpd)		
DANA POINT	33,699	\$200,000
FOUNTAIN VALLEY	56,709	\$200,000
FULLERTON	142,234	\$200,000
GARDEN GROVE	176,277	\$200,000
HUNTINGTON BEACH	197,574	\$200,000
IRVINE	267,086	\$200,000
LAGUNA BEACH	23,505	\$200,000
LAGUNA HILLS	31,544	\$200,000
LAGUNA NIGUEL	66,689	\$200,000
LAGUNA WOODS	16,319	\$200,000
LA HABRA	62,084	\$200,000
LAKE FOREST	84,931	\$200,000
LA PALMA	15,984	\$200,000
LOS ALAMITOS	11,739	\$200,000
MISSION VIEJO	96,718	\$200,000
NEWPORT BEACH	84,915	\$200,000
ORANGE	140,882	\$200,000
PLACENTIA	52,268	\$200,000
RANCHO SANTA MARGARITA	48,602	\$200,000
SAN CLEMENTE	65,975	\$200,000
SAN JUAN CAPISTRANO	36,262	\$200,000
SANTA ANA	341,341	\$223,362
SEAL BEACH	24,890	\$200,000
STANTON	39,611	\$200,000
TUSTIN	82,372	\$200,000
VILLA PARK	5,944	\$200,000
WESTMINSTER	93,533	\$200,000
YORBA LINDA	67,890	\$200,000
CYPRESS R.P.D.	49,655	\$200,000
ROSSMOOR C.S.D.	10,560	\$200,000
SILVERADO-MODJESKA R.P.D.	1,814	\$200,000
PLACER County	382,837	
AUBURN	14,096	\$200,000
COLFAX	2,070	\$200,000
LINCOLN	48,165	\$200,000
LOOMIS	6,775	\$200,000
ROCKLIN	64,417	\$200,000
ROSEVILLE	135,868	\$200,000

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Parks Bond- Local Agency Per Capita Allocations

	<i>estimated</i>	Cities, Local Park Districts
	<u>Population</u> <u>1-Jan-17</u>	<u>\$120,000,000</u> <u>\$200,000 minimum</u>
AUBURN AREA R.P.D.	42,635	\$200,000
NORTH TAHOE R.P.D.		\$200,000
TAHOE CITY R.P.D.		\$200,000
PLUMAS County	19,819	
PORTOLA	2,127	\$200,000
ALMANOR R.P.D.	49,655	\$200,000
CENTRAL PLUMAS R.P.D.	1,814	\$200,000
EASTERN PLUMAS R.P.D.	49,655	\$200,000
INDIAN VALLEY R.P.D.	49,655	\$200,000
RIVERSIDE County	2,384,783	
BANNING	31,068	\$200,000
BEAUMONT (part by rpd)	46,179	\$200,000
BLYTHE	19,660	\$200,000
CALIMESA	8,637	\$200,000
CANYON LAKE	10,891	\$200,000
CATHEDRAL CITY	54,557	\$200,000
COACHELLA	45,551	\$200,000
CORONA	167,759	\$200,000
DESERT HOT SPRINGS	29,111	\$200,000
EAST VALE	64,613	\$200,000
HEMET	81,868	\$200,000
INDIAN WELLS	5,450	\$200,000
INDIO	88,718	\$200,000
JURUPA VALLEY (split w rpd)	21,358	\$200,000
LAKE ELSINORE	62,092	\$200,000
LA QUINTA	40,677	\$200,000
MENIFEE	90,660	\$200,000
MORENO VALLEY	206,750	\$200,000
MURRIETA	114,914	\$200,000
NORCO	26,882	\$200,000
PALM DESERT	50,740	\$200,000
PALM SPRINGS	47,379	\$200,000
PERRIS	75,739	\$200,000
RANCHO MIRAGE	18,295	\$200,000
RIVERSIDE	326,792	\$213,841
SAN JACINTO	47,925	\$200,000
TEMECULA	111,024	\$200,000
WILDOMAR	35,782	\$200,000
BEAUMONT-CHERRY VALLEY R.P.D.	25,000	\$200,000
COACHELLA VALLEY R.P.D.	81,365	\$200,000
JURUPA AREA R.P.D.	79,957	\$200,000
VALLEY WIDE R.P.D.	91,366	\$200,000

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Parks Bond- Local Agency Per Capita Allocations

	<i>estimated</i>	Cities, Local Park Districts
	<u>Population</u>	<u>\$120,000,000</u>
	<u>1-Jan-17</u>	<u>\$200,000 minimum</u>
SACRAMENTO County	1,514,770	
CITRUS HEIGHTS (by rpd)		
ELK GROVE (by rpd)		
FOLSOM	78,525	\$200,000
GALT	25,693	\$200,000
ISLETON	854	\$200,000
RANCHO CORDOVA	73,872	\$200,000
SACRAMENTO	493,025	\$322,619
ARCADE CREEK	91,366	\$200,000
ARDEN MANOR R.P.D.	8,004	\$200,000
ARDEN PARK R.P.D.	4,634	\$200,000
CARMICHAEL R.P.D.	45,025	\$200,000
CORDOVA R.P.D.	95,555	\$200,000
ELK GROVE C.S.D.	96,818	\$200,000
FAIR OAKS R.P.D.	33,019	\$200,000
FULTON-EL CAMINO R.P.D.	27,577	\$200,000
MISSION OAKS R.P.D.	65,588	\$200,000
NORTH HIGHLANDS R.P.D.	39,887	\$200,000
ORANGEVALE R.P.D.	33,237	\$200,000
RIO LINDA / ELVERTA R.P.D.	23,013	\$200,000
SOUTHGATE R.P.D.	90,051	\$200,000
SUNRISE R.P.D.	153,086	\$200,000
SAN BENITO County	56,854	
HOLLISTER	36,677	\$200,000
SAN JUAN BAUTISTA	1,856	\$200,000
SAN BERNARDINO County	2,160,256	
ADELANTO	34,273	\$200,000
APPLE VALLEY	74,701	\$200,000
BARSTOW	24,248	\$200,000
BIG BEAR LAKE	5,047	\$200,000
CHINO	88,026	\$200,000
CHINO HILLS	80,676	\$200,000
COLTON	53,879	\$200,000
FONTANA	212,786	\$200,000
GRAND TERRACE	12,435	\$200,000
HESPERIA (by rpd)		
HIGHLAND	54,377	\$200,000
LOMA LINDA	24,528	\$200,000
MONTCLAIR	39,122	\$200,000
NEEDLES	5,044	\$200,000
ONTARIO	174,283	\$200,000
RANCHO CUCAMONGA	177,324	\$200,000
REDLANDS	69,851	\$200,000
RIALTO	106,528	\$200,000
SAN BERNARDINO	216,972	\$200,000
TWENTYNINE PALMS	26,919	\$200,000
UPLAND	76,790	\$200,000

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Parks Bond- Local Agency Per Capita Allocations

	<i>estimated</i>	Cities, Local Park Districts
	<u>Population</u> <u>1-Jan-17</u>	<u>\$120,000,000</u> <u>\$200,000 minimum</u>
VICTORVILLE	123,565	\$200,000
YUCAIPA	54,324	\$200,000
YUCCA VALLEY	21,519	\$200,000
BARSTOW R.P.D.	15,124	\$200,000
BIG BEAR VALLEY R.P.D.	63,636	\$200,000
BLOOMINGTON R.P.D.	15,124	\$200,000
HESPERIA R.P.D.	63,636	\$200,000
MORONGO VALLEY C.S.D.	3,543	\$200,000
RIM OF THE WORLD R.P.D.	26,465	\$200,000
VICTORVILLE R.P.D.	76,450	\$200,000
SAN DIEGO County	3,316,192	
CARLSBAD	113,725	\$200,000
CHULA VISTA	267,917	\$200,000
CORONADO	24,543	\$200,000
DEL MAR	4,297	\$200,000
EL CAJON	102,803	\$200,000
ENCINITAS	62,288	\$200,000
ESCONDIDO	151,492	\$200,000
IMPERIAL BEACH	27,510	\$200,000
LA MESA	60,286	\$200,000
LEMON GROVE	26,795	\$200,000
NATIONAL CITY	61,210	\$200,000
OCEANSIDE	176,461	\$200,000
POWAY	50,253	\$200,000
SAN DIEGO	1,406,318	\$920,246
SAN MARCOS	94,042	\$200,000
SANTEE	57,100	\$200,000
SOLANA BEACH	13,527	\$200,000
VISTA	101,797	\$200,000
LAKE CUYAMACA R.P.D.	265	\$200,000
VALLEY CENTER C.S.D.	16,666	\$200,000
SAN FRANCISCO County	874,228	
SAN FRANCISCO	874,228	\$572,065
SAN JOAQUIN County	746,868	
ESCALON	7,205	\$200,000
LATHROP	23,110	\$200,000
LODI	64,058	\$200,000
MANTECA	76,247	\$200,000
RIPON	15,132	\$200,000
STOCKTON	320,554	\$209,759
TRACY	90,890	\$200,000
SAN LUIS OBISPO County	280,101	
ARROYO GRANDE	17,736	\$200,000
ATASCADERO	30,900	\$200,000
EL PASO DE ROBLES	31,745	\$200,000
GROVER BEACH	13,438	\$200,000
MORRO BAY	10,762	\$200,000

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Parks Bond- Local Agency Per Capita Allocations

<i>estimated</i>	<u>Population</u> <u>1-Jan-17</u>	Cities, Local Park Districts \$120,000,000 \$200,000 <u>minimum</u>
PISMO BEACH	8,247	\$200,000
SAN LUIS OBISPO	46,724	\$200,000
CAMBRIA C.S.D.	6,521	\$200,000
TEMPLETON C.S.D.	7,674	\$200,000
SAN MATEO County	770,203	
ATHERTON	7,148	\$200,000
BELMONT	27,594	\$200,000
BRISBANE	4,722	\$200,000
BURLINGAME	30,148	\$200,000
COLMA	1,506	\$200,000
DALY CITY	109,287	\$200,000
EAST PALO ALTO	30,340	\$200,000
FOSTER CITY	33,225	\$200,000
HALF MOON BAY	12,591	\$200,000
HILLSBOROUGH	11,753	\$200,000
MENLO PARK	35,670	\$200,000
MILLBRAE	23,168	\$200,000
PACIFICA	38,124	\$200,000
PORTOLA VALLEY	4,707	\$200,000
REDWOOD CITY	85,601	\$200,000
SAN BRUNO	45,295	\$200,000
SAN CARLOS	29,311	\$200,000
SAN MATEO	103,426	\$200,000
SOUTH SAN FRANCISCO	65,451	\$200,000
WOODSIDE	5,666	\$200,000
HIGHLANDS R.P.D.	2,193	\$200,000
LADERA R.P.D.	1,601	\$200,000
SANTA BARBARA County	450,663	
BUELLTON	5,129	\$200,000
CARPINTERIA	13,943	\$200,000
GOLETA	31,760	\$200,000
GUADALUPE	7,414	\$200,000
LOMPOC	44,042	\$200,000
SANTA BARBARA	93,063	\$200,000
SANTA MARIA	106,280	\$200,000
SOLVANG	5,593	\$200,000
CUYAMA VALLEY R.D.	517	\$200,000
ISLA VISTA R.P.D.	20,011	\$200,000
SANTA CLARA County	1,938,180	
CAMPBELL	42,726	\$200,000
CUPERTINO	58,917	\$200,000
GILROY	55,936	\$200,000
LOS ALTOS	31,402	\$200,000
LOS ALTOS HILLS	8,634	\$200,000
LOS GATOS	31,314	\$200,000
MILPITAS	75,410	\$200,000
MONTE SERENO	3,501	\$200,000

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Parks Bond- Local Agency Per Capita Allocations

	<i>estimated</i>	Cities, Local Park Districts
	<u>Population</u> <u>1-Jan-17</u>	<u>\$120,000,000</u> <u>\$200,000 minimum</u>
MORGAN HILL	44,145	\$200,000
MOUNTAIN VIEW	79,278	\$200,000
PALO ALTO	68,691	\$200,000
SAN JOSE	1,046,079	\$684,518
SANTA CLARA	123,983	\$200,000
SARATOGA	30,569	\$200,000
SUNNYVALE	149,831	\$200,000
RANCHO RINCONADA R.P.D.	3,983	\$200,000
SANTA CRUZ County	276,603	
CAPITOLA	10,162	\$200,000
SANTA CRUZ	65,070	\$200,000
SCOTTS VALLEY	12,163	\$200,000
WATSONVILLE	53,015	\$200,000
ALBA R.P.D.	220	\$200,000
BOULDER CREEK R.P.D.	7,748	\$200,000
LA SELVA BEACH R.P.D.	1,613	\$200,000
OPAL CLIFFS R.P.D.	690	\$200,000
SHASTA County	178,605	
ANDERSON	10,450	\$200,000
REDDING	90,653	\$200,000
SHASTA LAKE	10,386	\$200,000
SIERRA County	3,207	
LOYALTON	766	\$200,000
SISKIYOU County	44,688	
DORRIS	966	\$200,000
DUNSMUIR	1,612	\$200,000
ETNA	733	\$200,000
FORT JONES	710	\$200,000
MONTAGUE	1,441	\$200,000
MOUNT SHASTA	3,355	\$200,000
TULELAKE	1,002	\$200,000
WEED	2,805	\$200,000
YREKA	7,777	\$200,000
DUNSMUIR R.D.	1,700	\$200,000
MCCLOUD C.S.D.	800	\$200,000
MOUNT SHASTA R.P.D.	800	\$200,000
GREATER VALLEJO R.P.D.	800	\$200,000
SOLANO County	436,023	
BENICIA	27,695	\$200,000
DIXON	19,298	\$200,000
FAIRFIELD	114,157	\$200,000
RIO VISTA	9,019	\$200,000
SUISUN CITY	29,295	\$200,000
VACAVILLE	98,456	\$200,000
VALLEJO	118,280	\$200,000
GREATER VALLEJO R.P.D.	114,780	\$200,000

Note: In some instances, some or all city residents are served by a local parks district for parks services. In these cases, funding would be directed to those districts rather than the city. 5 Sept 2017

Parks Bond- Local Agency Per Capita Allocations

	<i>estimated</i>	Cities, Local Park Districts
	<u>Population</u> <u>1-Jan-17</u>	\$120,000,000
		<u>\$200,000</u> <u>minimum</u>
SONOMA County	505,120	
CLOVERDALE	8,931	\$200,000
COTATI	7,272	\$200,000
HEALDSBURG	11,800	\$200,000
PETALUMA	60,941	\$200,000
ROHNERT PARK	42,067	\$200,000
SANTA ROSA	176,799	\$200,000
SEBASTOPOL	7,579	\$200,000
SONOMA	10,989	\$200,000
WINDSOR	27,371	\$200,000
CAMP MEEKER R.P.D.	700	\$200,000
DEL RIO WOODS R.P.D.	625	\$200,000
MONTE RIO R.P.D.	1,152	\$200,000
RUSSIAN RIVER R.P.D.	2,600	\$200,000
STANISLAUS County	548,057	
CERES	47,754	\$200,000
HUGHSON	7,331	\$200,000
MODESTO	215,080	\$200,000
NEWMAN	11,165	\$200,000
OAKDALE	22,711	\$200,000
PATTERSON	22,730	\$200,000
RIVERBANK	24,610	\$200,000
TURLOCK	72,879	\$200,000
WATERFORD	8,906	\$200,000
SUTTER County	96,956	
LIVE OAK	8,636	\$200,000
YUBA CITY	67,445	\$200,000
TEHAMA County	63,995	
CORNING	7,522	\$200,000
RED BLUFF	14,070	\$200,000
TEHAMA	427	\$200,000
TRINITY County	13,628	
GREATER HAYFORK P.R.D.	5,000	\$200,000
WEAVERVILLE/DOUGLAS R.D.	5,000	\$200,000
TULARE County	471,842	
DINUBA	24,861	\$200,000
EXETER	10,985	\$200,000
FARMERSVILLE	11,248	\$200,000
LINDSAY	12,984	\$200,000
PORTERVILLE	59,908	\$200,000
TULARE	64,661	\$200,000
VISALIA	133,151	\$200,000
WOODLAKE	7,768	\$200,000

Note: In some instances, some or all city residents are served by a local parks district for parks services. In these cases, funding would be directed to those districts rather than the city. 5 Sept 2017

Parks Bond- Local Agency Per Capita Allocations

	<i>estimated</i>	Cities, Local Park Districts
	<u>Population</u> <u>1-Jan-17</u>	<u>\$120,000,000</u> <u>\$200,000 minimum</u>
TUOLUMNE County	54,707	
SONORA	4,871	\$200,000
TUOLUMNE R.P.D.	17,000	\$200,000
TWAIN HARTE C.S.D.		\$200,000
VENTURA County	857,386	
CAMARILLO (by rpd)		
FILLMORE	15,683	\$200,000
MOORPARK	36,828	\$200,000
OJAI	7,553	\$200,000
OXNARD	207,772	\$200,000
PORT HUENEME	22,808	\$200,000
SAN BUENAVENTURA	109,275	\$200,000
SANTA PAULA	30,654	\$200,000
SIMI VALLEY (by rpd)		
THOUSAND OAKS (by rpd)		
CONEJO R.P.D.	128,072	\$200,000
PLEASANT VALLEY R.P.D.	70,040	\$200,000
RANCHO SIMI R.P.D.	130,169	\$200,000
YOLO County	218,896	
DAVIS	68,740	\$200,000
WEST SACRAMENTO	53,163	\$200,000
WINTERS	7,255	\$200,000
WOODLAND	59,616	\$200,000
YUBA County	74,577	
MARYSVILLE	11,973	\$200,000
WHEATLAND	3,509	\$200,000
OLIVEHURST P.U.D.	9,744	\$200,000
California Total	39,523,613	\$120,000,000

Note: In some instances, some or all city residents are served by a local parks district for parks services. In these cases, funding would be directed to those districts rather than the city.



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

DATE: 2/23/2018

TO: Mayor and Council Members

FROM: Joe Sbranti, City Manager

SUBJECT: Adoption of a City Resolution to Authorize the City Manager to Execute Agreements with Independent Contractors For Recreation Programs and Classes

MEETING DATE: 3/5/2018

EXECUTIVE SUMMARY

Request for adoption of a City Council resolution authorizing the City Manager to enter into agreements with independent contractors for recreation programs and classes.

FISCAL IMPACT

There is no fiscal impact for these types of agreements. Funding for these programs are determined through a contract amount which will be comprised of either a flat rate or percentage of program fees collected by the City. All revenue and expenses will be tracked through the existing Recreation Summer Youth Account (110-41710-2199).

RECOMMENDATION

Authorize the City Manager to execute agreements not to exceed \$75,000 for recreation programs and classes.

BACKGROUND

The Recreation Department works with independent contractors to provide various skilled programs such as specialized classes and sports or educational camps for the benefit of our residents. Staff has worked with the City Attorney to create a standardized contract for these types of services.

SUBCOMMITTEE FINDINGS

Not Applicable.

STAFF ANALYSIS

The City Manager is currently authorized to award and sign contracts up to \$100,000 with independent contractors for professional services from a vendor who possesses a high degree of professional or technical skill. Staff has determined that such recreational programming contracts are identified as professional services and that the City Manager shall exercise the authority to award and sign such recreation contracts where the costs are based upon either a percentage of fees collected by City or a flat rate. Contracts for recreational programs align with these categories and may be up to two (2) years in duration.

If these costs paid to any contractor exceed \$75,000 during the term of the contract, the City Manager shall provide written notice to the City Council identifying the program, independent contractor and anticipated total cost of the contract services.

Allowing the City Manager to execute such agreements provides the Recreation Department and contractors the necessary time to plan, advertise, and prepare for such programs.

ATTACHMENTS: Resolution

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

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)	
Authorizing the City Manager to)	RESOLUTION NO. 18-
Execute Agreements with)	
Independent Contractors For)	
<u>Recreation Programs and Classes)</u>	

The Pittsburg City Council DOES RESOLVE as follows:

WHEREAS, the City of Pittsburg wishes to expand its recreational programming to include specialized classes and sports or educational camps for the benefit of our residents; and

WHEREAS, the Recreation Department seeks out independent contractors to provide various skilled programs; and

WHEREAS, the City Manager is currently authorized to award and sign contracts up to \$100,000 with independent contractors for professional services; and

WHEREAS, staff has determined that such contracts for the purposes of recreational programming is identified as professional services; and

WHEREAS, the City Manager shall exercise the authority to award and sign such recreation contracts where the costs are based upon either a percentage of fees collected by City or a flat rate for a term not to exceed two (2) years.

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

Section 1.

The recitals set forth above are true and correct and are hereby incorporated

Section 2.

The City Manager is authorized to execute such documents and to take all actions necessary or appropriate to carry out the obligations pursuant to this Resolution.

Section 3.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 5th day of March 2018, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Duane "Pete" Longmire, Mayor

ATTEST:

Alice E. Evenson, City Clerk